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INT.	90	05	01
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NO. OF EMPLOYEES	133		
NOMBRE D'EMPLOYÉS	80		

COLLECTIVE AGREEMENT

Between

**The Consumers' Gas Company Ltd.
Eastern Region**

and

ENERGY AND CHEMICAL WORKERS UNION

LOCAL 6720

Effective May 1, 1990 to April 30, 1992

OCT 25 1990

0414003

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For reporting of inability to report for work **as** required in Article 10.5, employees should record name **and** telephone number of their supervisor.

Name of supervisor: _____

Telephone number: _____

This agreement made this 22 day of June, 1990 by and between The Consumers' **Gas** Company Ltd. - Eastern Region operating in The Province of **Ontario**, hereinafter called the "**Company**" and the **Ener-**
gy and **Chemical** Workers Union, Local 6720, or its successors, hereinafter called the "Union".

WITNESSETH:

The purpose of this Agreement is to advance the mutual interests of the Company and the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety, efficiency **and** economy of **oper-**
ation, and to maintain continuation of employment under conditions of reasonable hours, compensation, and working conditions, while recognizing the dignity and human rights of all employees. It is recognized by this Agreement to be the duty of the Company, and the Union to co-operate fully for the advancement of that purpose.

The above is not intended to be a statement of, or an infringement upon management rights. Its sole purpose is an expression of **good**
faith between the Company and the Union in order to promote harmonious relations.

ARTICLE 1

UNION RECOGNITION:

1.1 The Company recognizes the Union **as** the sole collective bargaining agent for the employees of the Company who are included within the classifications set forth in Appendix "**A**" of this agreement. In the event of the Company's **Gas** Distribution Operations expanding to other areas coming under its jurisdiction and/or administration, this agreement will apply, subject to the completion of negotiations, between the Company and the Union to cover local conditions.

- 1.2 Employees, as referred to in Article 1.1 of this Agreement, covers two distinct and separate classifications of Regular Employees only, who are classified as follows:

OPERATING EMPLOYEES

Are those employed in the Distribution Division whose term of employment is based upon an hourly wage rate.

OFFICE EMPLOYEES

Are salaried employees, employed in performing clerical work or reading meters, below the rank of Supervisor.

Where the term "employee" is used in this Agreement, the Article and Clause applies to all Regular employees of the Company, however, when the term Operating employee or Office employee is used in an Article or Clause it refers to those classifications only.

- 1.3 The following group of employees are not covered by the terms of this agreement:
- a. Executives, Superintendents, General Supervisor, and Supervisors, or those who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations.
 - b. Sales representatives, Secretaries to Superintendents and above and Chief Clerks.
- 1.4 The Union recognizes that the business of the Company is continuous and service to customers must be maintained at all times, including Sundays and Statutory Holidays.
- 1.5 The Union agrees to provide the Company with copies of the by-laws of the Energy and Chemical Workers Union, and also with copies of the by-laws of Local 6720.
- 1.6 Employees are classed in the following categories:

- a. Regular Employee: **A** regular employee is one who is on the active payroll, is employed twenty-four **(24)** or more hours per week on a continuing basis each week and is not classed **as** temporary or probationary.

- b. Probationary Employee: **A** probationary employee is one who is hired **to** fill **a** regular position and shall be considered to be on probation until having completed three (3) months' continuous service. Probationary employees have **no** rights under this agreement except for hours of work, rates of pay and Statutory Holidays. In the case of termination of **a** probationary employee, the **Com**-pany agrees to notify the Union in writing.

- c. Temporary Employee: **A** temporary employee is one who is hired for **a** period of limited duration not exceeding six (6) months in any 12 month period except the period may be extended by mutual agreement. Temporary employees are not covered by the provisions of Articles 15 and 16 in this agreement except **as** they apply to hours of work, rates of pay and Statutory Holidays. In the case of termination of a temporary employee, the Company agrees to notify he Union in writing.

ARTICLE 2

FUNCTION OF MANAGEMENT

2.1 The Union acknowledges that it is the exclusive right of the Company to manage **its** business in all respects and direct the working force, in particular:

- a. To manage the operation in which the Company is engaged.

- b. To hire, discharge, layoff, classify, transfer, promote and demote, subject to the provisions of the agreement.
- c. To maintain order, discipline and efficiency subject to the provisions of the agreement.
- d. To make appointments to supervisory positions outside the scope of the bargaining unit.

ARTICLE 3

STRIKES AND LOCKOUTS

- 3.1** The Union and the Company recognize their respective and unusual responsibilities to the public constantly being served by the Company and therefore, pledge that there shall not be any resort to lockouts, strikes or any other collective action which will interfere in any way with the gas supply, production, distribution or utilization during the term of this agreement.

ARTICLE 4

CHECK-OFF OF UNION DUES

- 4.1** The Company agrees that check-off of union dues shall be made on a weekly basis from the wages of all Union members and that the dues and an initiation fee will commence from the first full week of employment of all new employees. The dues will be remitted to the Financial Secretary of the Union weekly together with a list of employees from whom the money was deducted.
- 4.2** The Company and the Union agree that there shall be no discrimination against any employee because of membership or non-membership in the Union.

- 4.3 If any dispute arises **as to** whether there has been any violation of this pledge, the dispute shall **be** regarded as a grievance and submitted to the grievance machinery provided in this agreement.
- 4.4 Should the Union decide to increase or decrease the amount deducted **as** Union dues, the Union shall officially notify the Company in writing. Such changes shall become effective with the first pay of the following month, except that the Company must have at least fifteen (15) days notice of such change and not more than one (1) increase and one (1) decrease in any six (6) month period.

ARTICLE 5

SENIORITY

- 5.1 The purpose of the rules respecting seniority is to give employees an equitable measure **of** security based **on** length of service with the Company.
- 5.2 Union-wide or Company seniority will be based on length of service with the Company.
- 5.3 In the event of **a** permanent reduction in staff in any one department the Company will endeavour **to**, in consultation with the Union, place displaced personnel in other departments.
- 5.4 Employees incapacitated by reason of advanced age or impairment of health for the efficient performance of their regular duties may be placed in any job they are capable of filling, regardless of seniority by mutual agreement between the parties to this agreement.

- 5.5 Seniority for new employees will become effective from the date of employment with the Company.
- 5.6 Seniority shall not be broken by leave of absence approved in writing by an official of the Company, or illness attested to by a physician's certificate.
- 5.7 Seniority shall be lost for any of the following reasons:
- a. If the employee voluntarily leaves the employment of the Company.
 - b. If the employee is discharged and is not reinstated under provisions of Article 15 of this agreement.
 - c. If the employee is laid off and is not recalled within a period of twenty-four (24) months.
- 5.8 The Company may transfer an employee to another position for a period of thirty (30) days. This period may be extended beyond thirty (30) days by mutual agreement between the Company and the Union. An employee so transferred shall not lose seniority in his/her previous position and will not accumulate seniority in his/her new position. The employee will receive his/her former rate of pay or the job rate of the new position, whichever is the greater. The Union will be notified when a transfer of an employee is expected to be for a period of thirty (30) days or more.
- 5.9 If transfer is made as a result of illness attested to by a physician, an employee shall retain his/her seniority in his/her former department for a period of twelve (12) months.
- 5.10 in the event of a shortage of work in any department, the Company through mutual agreement with the Union, may arrange to share the available work among the staff of that department by reducing the working hours.

5.11 An employee elected or appointed to an office in the Union which requires a continuous and extended absence from his/her regular work shall, upon written application therefore, be granted such leave of absence without pay, and without **loss** of seniority for such times **as** he/she holds such office, but in order to maintain his/her service record with the Company, such leave of absence must expire within **six** (6) months after the same is granted; but on application will be extended from time to time to a maximum of two **(2)** years, after which further leave may be granted at the discretion of the Company. It is a condition of reinstatement to his/her former position that the employee apply therefore within thirty (30) days after the expiration of his/her term of office with the union and that he/she is competent to perform such work. It is further agreed that the Company may refuse to grant leave of absence to **more** than one employee at one time for this purpose.

5.12 Seniority lists showing Company seniority and job classification shall be revised every six months. Such lists shall be posted on all Company bulletin boards and a copy sent to the Secretary of the Union.

5.13 a. Vacancies of a permanent nature occurring in a department, shall be posted Company-wide, on all bulletin boards, for a period of three (3) working days and a copy of such posting will be forwarded to the Secretary of the Union.

b. **The** Company shall make a reasonable effort to notify **qualified** employees who are absent during the entire posting period because of illness or occupational injury.

c. Consideration will be given to qualified applicants from within the bargaining unit.

- d. The Company shall ~~examine~~ all applicants in the order of seniority. The selection, in filling vacancies or making promotions, will be based on ability, fitness and record. Other qualifications being equal, seniority will prevail.
- e. Within Construction and Maintenance the applicant with the greatest seniority will be given further consideration with respect to his/her ability to learn to operate the equipment necessary.
- f. The names of both successful and unsuccessful applicants will be posted within ten calendar days after the closing date for applications.
- g. In the event no applications are received, the Company may appoint a junior employee with the required qualifications to fill the position.

5.14 When it is necessary to reduce the working force or re-employ after a lay-off, seniority will be the governing factor ~~so~~ long ~~as~~ it does not prevent the Company from maintaining ~~a~~ working force of employees who are qualified and willing to ~~do~~ the work available.

5.15 In the event of ~~a~~ lay-off, a regular employee with seniority may apply to displace ~~an~~ employee with less seniority provided the employee liable for lay-off is qualified to replace the employee with less seniority.

5.16 If a change in methods or operations occurs which may result in the lay-off of employees, the Company agrees to make ~~a~~ full effort to train and adapt such employees in the operation of the new equipment or methods. The Company will, at its discretion, determine the period of training required and whether such employees qualify for the new positions created ~~by~~ such change in methods ~~or~~ procedures.

- 5.17 Officers and Shop Stewards of the Union during their terms of office shall head the seniority list in their respective departments. This clause shall not apply when considering seniority for promotion or vacation.

ARTICLE 6

OVERTIME

GENERAL

- 6.1 Employees who, due to illness or personal business, fail to work their scheduled work week may, with their supervisor's mutual consent, make up their scheduled hours by working at straight time on their regular day or days off.
- 6.2 There shall be no pyramiding of overtime.
- 6.3 Overtime work shall be distributed as evenly as possible among those usually performing that work.
- 6.4 Employees who work three (3) or more hours overtime continuous with their regular work period will be allowed \$8.00 for a meal or be furnished a meal by the Company and for each successive four (4) hours overtime an additional \$8.00 for a meal. This practice shall not apply to employees who work overtime through courtesy to fellow employees.
- 6.5 Employees who work three and one-half (3-1/2) or more hours overtime that is not continuous with their regular work period will be allowed \$8.00 for a meal.
- 6.6 Employees "called out" to work on a holiday recognized in this agreement will be paid a minimum of four (4) hours at double time for the first such "call out" on a holiday. Subsequent "call outs" on a holiday will be paid at double time for hours worked.

OPERATING EMPLOYEES

- 6.7** Regular overtime is time worked in excess of the regular assigned hours in any one day or in any one week or work performed on the regular day or days off. This overtime work shall be paid for at the rate of double time. An employee who works on his/her regular day or days off will, if he/she requests it, be given equivalent time off without pay at a time mutually agreed on by the employee and his/her supervisor.
- 6.8** For time worked on a holiday recognized in this agreement, an operating employee entitled to holiday pay shall receive double time for all hours worked, plus the eight hours holiday pay or a day in lieu thereof as determined by mutual agreement with their supervisor.
- 6.9** Employees "called out" to work will be paid an allowance for travelling time from leaving home to arriving on the job at the overtime rates of double time.
- 6.10** Shift premiums will not be included in calculating overtime.
- 6.11** Any operating employee called out after the regular scheduled day shall be paid at double time with a guarantee of a minimum of three hours at double time.

OFFICE EMPLOYEES

- 6.12** The Company will pay office employees whose basic work week is thirty-five (35) hours the regular straight time hourly rate for all hours worked up to five (5) hours beyond his/her scheduled work week and time and one half the regular straight time hourly rate for the next three (3) hours worked and double time thereafter.

- 6.13 Office employees whose basic work week is forty (40) hours shall be paid time and one-half the regular straight time hourly rate for the first three (3) hours and double time thereafter.
- 6.14 For time worked on a holiday recognized in this agreement, an Office employee entitled to holiday pay shall receive double time for all hours worked, plus the eight (8) hours holiday pay or a day in lieu thereof as determined by mutual agreement with their supervisor.

ARTICLE 7

ANNUAL VACATIONS

- 7.1 The Company's business requirements must necessarily govern the vacation period and the number of employees absent at any one time. Therefore, the Company will allot vacation periods from which employees may choose their vacations according to the length of service with the Company.
- 7.2 The Company will grant two (2) weeks' vacation with pay to employees who have been employed continuously for one year or more prior to December 24th of the year in which the vacation is to be taken.
- 7.3 Employees who have completed three (3) years or more of continuous service with the Company prior to December 24th of the year in which the vacation is to be taken shall receive three (3) weeks' vacation with pay, one (1) ~~week~~ of which shall not necessarily be included with the regular vacation schedule and will **be** arranged for with the Superintendent or Supervisor of the Department.

- 7.4 Employees who have completed ten **(10)** years or more of continuous service with the Company prior to December 24th of the year in which the vacation is to be taken shall receive four **(4)** weeks' vacation with pay, two **(2)** weeks of which shall **not** necessarily be included with the regular vacation schedule **and** will **be** arranged for with the Superintendent or Supervisor of the Department.
- 7.5 Employees who have completed twenty (20) years **or** more of continuous service with the Company prior to December ~~24th~~ of the year in which the vacation is to **be** taken shall receive five **(5)** weeks' vacation with pay, three (3) weeks of which shall not necessarily be included with the regular vacation schedule and will be arranged for with the Superintendent or Supervisor of the Department.
- 7.6 Employees who have completed thirty (30) years or more of continuous service with the Company prior to December 24th of the year in which the vacation is to be taken shall receive **six** (6) weeks' vacation with pay four **(4)** weeks of which shall not necessarily be included with the regular vacation schedule and will be **arranged** for with the Superintendent or **Su**pervisor of the Department,
- 7.7 Annual vacations shall commence on the calendar Monday **at** the discretion of the Superintendent or Supervisor and **at** the time of day when the employee would have commenced work.
- 7.8 Annual vacations shall be taken in the year in which they are due and shall not be accumulated, except under special circumstances, and with the approval of the superintendent or Supervisor concerned.
- 7.9 In the case of carry-over vacation it shall rank secondary **to** regular annual vacations of other employees in the same department.

- 7.10 The vacation pay which an employee is entitled to receive shall be for the regular work week at straight time, at the rate the employee is classified, excluding shift premiums.
- 7.11 If a statutory holiday occurs in the vacation period and the employee is entitled to the Statutory holiday with pay, he/she shall be allowed a day off with pay in lieu thereof, although not necessarily immediately following the vacation period, by mutual arrangement with the Superintendent or Supervisor. If riot taken immediately following the vacation period, a substitute day shall be allowed by mutual arrangement with the Superintendent or Supervisor.
- 7.12 Employees will receive two weeks additional vacation in the year in which they reach and take normal retirement, or in the year in which they reach and take early retirement provided they have attained age 62 and have at least 20 years of company service.
- 7.13 An employee whose service terminates for any reason whatever shall receive for the period of employment in the year in which his/her employment terminates, in lieu of annual vacation, pay as follows:
- a. With up to three (3) years' continuous service 4% of his/her gross earnings from the period when his/her last vacation ended.
 - b. Over three (3) years' continuous service but less than ten (10) years' continuous service, 6% of his/her basic earnings from the period when his/her last vacation ended.
 - c. Over ten (10) years' continuous service but less than twenty (20) years' continuous service, 8% of his/her basic earnings from the period when his/her last vacation ended.

d. Over twenty **(20)** years' continuous service, 10% of his/her basic **earnings** from the period his/her last vacation ended.

ARTICLE 8

HOLIDAYS

8.1 The following Statutory holidays are recognized by the Company:

New Year's Day	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday	Christmas Day
Victoria Day	Labour Day	Boxing Day

Or days declared **by** the Company in lieu thereof.

8.2 The Company **recognizes** six additional holidays in each contract year. These additional holidays are to be taken without office closing or any necessity to pay overtime to **any** employee to **keep** the office open.

ARTICLE 9

EMPLOYEE WELFARE

9.1 Employees on entering **the** Company's service who are **Ontario** residents will **be** enrolled in the Ontario Health Services **Plan**. The Company will pay 100% of the premium cost.

9.2 Upon completion of three (3) **months' service**, Quebec and Ontario resident employees **who** participate in Government Health Services Plans administered by the Company will **be** enrolled in the Confederation Life Major Medical Plan and Semi-Private hospital coverage. Such coverage will be fully paid by the Company.

PENSION PLAN

- 9.3 The current terms of the Pension Plan form part of this Agreement. All employees must enroll in the Pension Plan in accordance with its terms and conditions.

LIFE INSURANCE PLAN

- 9.4 The Company will provide employees with a \$40,000 life insurance policy, payable to the beneficiary of the participating employee. The Company will pay the full cost of such insurance.
- 9.5 An employee may elect to apply for Optional Life Insurance coverage in accordance with the terms and conditions of the Life Insurance Plan. Such optional life insurance will become effective after three (3) months' employment and shall be fully paid for by the employee.
- 9.6 An employee may elect to apply for Optional Dependent Life insurance to insure a spouse and each dependent child in accordance with the terms and conditions of the Life Insurance Plan. Such optional insurance shall be effective after three (3) months of employment and shall be fully paid for by the employee.

DENTAL PLAN

- 9.7 After three (3) months' employment eligible employees will be enrolled in a Dental Plan which will provide dental benefits for employees and dependents. The Company will pay 100% of the premiums for such plan.

BENEFITS – GENERAL

- 9.8 The Company agrees to provide pension and welfare benefits as described in the Company booklets, benefit plans documents or policies of insurance for the duration of the agreement.

ARTICLE 10

SICKNESS BENEFIT

- 10.1** Employees will be eligible for Sickness, Disability and Rehabilitation benefits in accordance with the terms and conditions of the Company SDR Plan Text. The union will be supplied copies of the SDR Plan Text yearly and after any amendment. The SDR Plan forms part of this Collective Agreement.
- 10.2** *An* employee will be eligible for Sickness, Disability and Rehabilitation Benefits after the employee has been continuously employed for three (3) full months or more.
- 10.3** *An* eligible employee absent from work on account of illness or accident shall be paid his/her basic pay from the first day of absence for three instances of absence in any calendar year. Subsequent absences will be paid on the basis of full pay from the second day of his/her illness. *An* employee who is hospitalized will be paid from the first day of illness. Sickness, Disability and Rehabilitation Benefits will be paid in accordance with the following schedule for any one illness or accident:

Service	SDR Benefit
Less than one (1) year	Full pay for 2 weeks 66 2/3% pay after 2 weeks Nil pay after 26 weeks
1 year to 2 years	Full pay for 6 weeks 66 2/3% pay after 6 weeks 60% pay after 26 weeks
2 years to 4 years	Full pay for 8 weeks 66 2/3% pay after 8 weeks 60% pay after 26 weeks

4 years to 6 years	Full pay for 12 weeks 66 2/3% pay after 12 weeks 60% pay after 26 weeks
6 years to 8 years	Full pay for 16 weeks 66 2/3% pay after 16 week 60% pay after 26 weeks
8 years to 10 years	Full pay for 20 weeks 66 2/3% pay after 20 weeks 60% pay after 26 weeks
10 years and over	Full pay for 26 weeks 60% pay after 26 weeks.

10.4 If receiving Workers' Compensation, differences between payments and normal net pay to be allowed.

10.5 Any employee who becomes ill or disabled must give prompt notice of his/her inability to report for work to his/her immediate supervisor. Similar notice must be given on the second day of absence and in the case of absence of more than two (2) days, regular reports must be given at least once per week.

10.6 In cases of failure to report such absence, as required in Section 10.5, SDR benefits will not apply for the day or days involved.

10.7 The Company reserves the right to demand proof of illness before paying any sick benefits.

ARTICLE 11

GENERAL CLAUSES

- 11.1 A maximum of three (3) consecutive days' leave of absence with pay shall **be** granted to an employee at straight time for his/her classification **on** the death of a spouse, child, father, mother, brother, sister, parents-in-law or grandchildren. The last day off granted shall be the day of **the** funeral.
- 11.2 Employees shall be allowed one (1) day off with pay to attend the funeral of the employee's grandparents, aunts, uncles, brothers-in-law, or sisters-in-law provided the employee requests such time off from his/her department head at least twenty-four hours before the day of the funeral.
- 11.3 When transferring employees from one job to another in Company vehicles, suitable covering shall be supplied during inclement weather.
- 11.4 The Company agrees to provide a bulletin board in each location where the Company has an office.
- 11.5 Ex-servicepersons **shall** be paid for time lost for the purpose of medical examination under D.V.A.
- 11.6 Employees shall be supplied with replacement of necessary tools, worn out, broken or lost during Company work, subject **to** the approval of the Superintendent. Company tools, lost, but not reported to the Department superintendent, shall be paid for by the employee concerned.
- 11.7 **An** employee, when serving on jury duty or when subpoenaed to appear in court as a witness shall be paid full salary.

- 11.8 **An** employee who is injured at work and cannot perform his/her normal duties will receive a full day's pay for the day of the accident.
- 11.9 The Company agrees that no employee shall suffer loss of normal salary as a result of Union-Management Grievance meetings.
- 11.10 No member of the Supervisory Staff shall perform work normally performed by a member of the Bargaining Unit, which would directly result in a member of the Bargaining Unit being laid off.
- 11.11 Employees required to be away from place of residence for overnight or longer shall **be** given as much advance notice **as** possible except in the case of emergency.
- 11.12 Employees required to report at a regular starting time and place for a day's work shall, when conditions prevent work from being performed, be paid a minimum of three (3) hours plus one quarter (1/4) hour per quarter hour or part thereof during which they are instructed to remain **on** duty beyond three (3) hours.
- This provision shall not apply where a reasonable effort has been made to notify the employee not to report for work.
- 11.13 **An** employee who has had a reprimand placed in his/her personal file will, after three (3) years during which no further reprimands are placed in his/her file, have all previous reprimands removed. The Union shall receive written notification of all reprimands.
- 11.14 An employee shall be granted at the **time** of his/her marriage three days off with pay, provided that the employee has completed three (3) months or more continuous service.

11.15 Leave of absence with pay may **be** granted to an employee on compassionate grounds, at the Company's discretion. Such leave will not **be** unreasonably withheld.

ARTICLE 12

NEGOTIATING COMMITTEE

12.1 The **Company** agrees that a Negotiating Committee not to exceed four **(4)** employees in number, selected by the Union, shall be recognized **as** the authorized representatives of the employees on any proposed renewal or revision of the agreement. This Committee may be augmented by representatives of the Energy and Chemical Workers Union if the Local **Union** so desires. The Company will pay employees up to a maximum of 20 person days negotiating time for a collective agreement of two (2) years. The **Company** will pay employees up to a maximum of 12 days negotiating time for a collective agreement of one (1) year.

ARTICLE 13

UNION-MANAGEMENT CO-OPERATION

13.1 Conferences between the **Company** representatives and the Negotiating Committee to discuss matters other than grievances shall be called when mutually agreed upon by the Company and the Union. Matters to be discussed **at any** such conference shall be listed in an agenda to be supplied by the party requesting the conference to the other party, not less than forty-eight **(48)** hours before the time for which the conference is arranged.

ARTICLE 14

LEAVE OF ABSENCE

14.1 Members of the **Union** when delegated or elected to transact bonafide business pertaining to the Local Union, shall, upon written application therefore, made at least four **(4)** **days** prior, be granted 150 person days per

year leave of absence without pay. With respect to business pertaining to the Energy and Chemical Workers Union, leaves of absence will be granted up to a total of 100 days per year on 14 days' notice.

ARTICLE 15

GRIEVANCE PROCEDURE

- 15.1** A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this agreement. An earnest effort will be made on the part of both parties to settle such a grievance promptly through the following steps:
- 15.2** step 1:-If an employee believes he/she has a grievance, he/she shall first take up his/her grievance with his/her **Su**pervisor within five (5) working days of the commission of the act originating the grievance. If settlement is **not** arrived at within three (3) working days (excluding Statutory Holi-days), the employee may proceed to Step No. 2.
- 15.3** Step 2:-The grievance will be submitted in written form to the employee's Superintendent or Supervisor by the employee and department steward. The Superintendent or **Supervi**sor will give his/her decision in writing within six (6) working days.
- 15.4** Step 3:-An appeal from that decision may be made in writing within seven (7) working days by the grievance committee. Both parties agree that upon request by either party for a grievance meeting that such meeting shall take place within ten (10) working days. The local committee may be augmented by officers of the Union. The Company will give its decision in writing within ten (10) working days after the date of such meetings. If the decision does not bring a satisfactory settlement of the grievance, either party may refer it to Arbitration.

15.5 The Company and the Union by mutual agreement may waive the time limits provided above.

15.6 **An** employee having acquired seniority standing who claims he/she has been unjustly discharged must submit his/her grievance in writing **to** the Company and such action must be taken within **forty-eight (48)** hours (excluding Saturdays, Sundays and Holidays) of his/her discharge. Such grievance shall commence at Step No. 3 of the grievance procedure and at that step may **be** settled by confirming the **Company's** action in dismissing the employee, or by reinstating the employee with full compensation for the time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE 16

DISCIPLINARY ACTION

16.1 **An** employee will not be disciplined in a manner involving a suspension or dismissal without a fair and impartial hearing. Such hearing will take place before the Supervisor of the employee's Supervisor or a Manager, at which an employee shall have the assistance of one or two members of the Negotiating Committee and a Shop Steward, from his/her department, of his/her choice who shall be allowed to offer such arguments as they desire in defense of such employee. Union representatives will be given **as** much advance notice of **a** hearing as is possible under the circumstances.

ARTICLE 17

ARBITRATION

17.1 Any dispute which shall not have been settled through the grievance procedure by the Company and the Union, may, upon request by either party within ten (10) working days after the receipt of the Company letter, be referred to a Board of Arbitration composed of one nominee



of the Company, one nominee of the Union, and a third person who shall act as chairperson on a joint recommendation of the two (2) nominees. In the event of failure to agree upon a chairperson an application shall be made to the Minister of Labour for Ontario. Each party shall bear the expense of its own nominee and the parties will jointly share the expenses, if any, of the chairperson. No person may be appointed as a nominee who has been involved in an attempt to negotiate or settle the grievance. It is agreed that the decision of the Board of Arbitration shall be final and binding upon the Company and the Union.

17.2 The Board of Arbitration shall judge the issue as presented, but shall not have the authority to modify, enlarge or amend this agreement or deal with any matter not covered by this agreement.

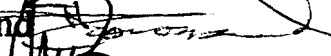
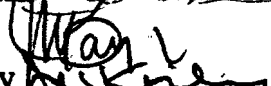
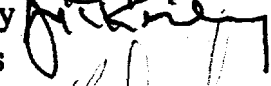

ARTICLE 18

DURATION OF AGREEMENT




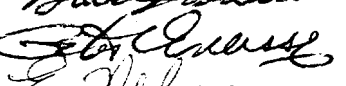

18.1 This agreement shall become effective 1st day of May, 1990 and shall remain in effect until the 30th day of April, 1992 and thereafter shall continue in effect automatically on a year to year basis until either party gives notice in writing of their desire to amend the same with at least sixty (60) days' notice prior to the expiry date in accordance with the provisions of the Ontario Labour Relations Act and amendments thereto.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED:

FOR THE COMPANY:

H. Townsend 
 J. Bayko 
 J. McKinley 
 R. Douglas 

FOR THE UNION:

R. McDougall 
 J. Ballentine 
 B. Ashbee 
 P. Venasse 
 E. Nelson 

APPENDIX "A"

Referred to in Article 1 of this Agreement, covers all positions listed in Appendix C.4, Appendix C.11 and Appendix C.13.

APPENDIX "B"

HOURS OF WORK

- B.1** This section is intended to provide a basis of calculating over-time and shall not be construed as a guarantee of hours of work per day or per week.
- B.2** Hours of work may **be** changed by mutual agreement between the parties to this agreement. In the event time does not permit agreement **on** any change, the Company may change the hours. It is further understood and agreed the Union shall have the right to grieve.
- B.3** **Shift Work** - As the Company's business is continuous, it necessitates employees to work shifts **on** Sundays and Statutory Holidays.
- B.4** Customer Service and Construction and Maintenance Departments.
- a.** Basic hours of work shall be forty (**40**)hours per week, eight (**8**) hours per day, five (**5**) days per week.
- b.** The normal work week will run Monday through Friday. An alternate normal work week will run Tuesday through Saturday. The work week may be alternated each week, 50% of this group may work each Saturday and 50% may work each Monday.

- c. **A** day shift will operate in the Service Department from Monday through Friday, **8:00** a.m. to 4:30 p.m. with 1/2 hour for lunch.

- d. (i) Between the second Monday in September and April 30th, an afternoon shift will operate in the Service Department Monday through Friday from **4:00** p.m. until 12 midnight. No lunch period will be deducted. The Company may designate one serviceperson working this shift to be on standby for the night shift.

- d. (ii) Between the second Monday in September and April 30th, a night shift will operate in the Service Department Monday through Friday from 00:00 a.m. Monday to 8:00 a.m. Friday. No lunch period will be deducted.

- e. (i) **A** shift will operate in New Construction and Maintenance from **12:00** noon to **8:00** p.m., Monday to Friday with no lunch period deducted during the period from November 1st to April 30th. This crew will be **on** standby from 8:00 p.m. to 8:00 a.m. Monday to Friday and from 8:00 p.m. Friday to 8:00 a.m. Monday.

- e. (ii) **A** shift will operate in New Construction and Maintenance from **12:00** noon to 8:00 p.m., Tuesday to Friday, and from 8:00 a.m. to 4:00 p.m. Saturday with no lunch period deducted during the period from May 1st to October 31st. This crew will be on standby from 8:00 p.m. to 8:00 a.m., Tuesday to Friday, and from 4:00 p.m. Saturday to 8:00 a.m. Monday.

- e. (iii) An employee working this shift will have off the Monday prior to the beginning of the shift.

- e. (iv). While on standby duty, Gas Technician will take Company truck home and will be issued a Pager.

B. 5 Garage Mechanics

If only one mechanic is employed he/she shall work from 7:00 a.m. to 4:00 p.m. Monday through Friday (1 hour for lunch). If more than one mechanic is employed they shall alternate each week as follows:

1st week Monday to Friday, 7:00 a.m. to 4:00 p.m.; 2nd week Tuesday to Friday, 12:00 noon to 8:30 p.m.; and Saturday, 7:00 a.m. to 3:30 p.m. (1/2 hour lunch).

B. 6 Office Employees

- a. The basic hours for office employees are as listed in Appendix C.4.

- b. The hours for the Office staff shall be arranged between 7:30 a.m. and 5:00 p.m., Monday through Friday. One of the staff shall be available on each Saturday if required.

- c. Shift work will apply to Customer Service Clerks. A copy of the shifts will be supplied to the Secretary of the Union at the beginning of each calendar year.

B. 7 Meter Readers

The hours for Meter Readers shall be arranged between 7:30 a.m. and 5:00 p.m. with one (1) hour for lunch, Monday through Friday, to meet the requirements of the Customer Accounting Department.

When not reading meters, Meter Readers shall perform other work as may be reasonably assigned them.

APPENDIX "C"

RATES OF PAY - OFFICE EMPLOYEES

- C.1** Salary ranges as outlined in C.12 will become effective on the dates shown.
- C.2** Weekly rates of pay for weekly hours other than 'thirty-five (35) shall be calculated on a pro-rate basis.
- C.3** A shift premium of \$2.00 per day will be paid to Office employees working any shift except those when the office is open.

C.4 JOB CLASSIFICATION

Job Title	Range	Normal Hours 35 Unless Otherwise stated
Final Bills Clerk	7	
Clerk Typist, Sales Accounting	5	
Clerk, Collection, Active Arrears	7	
Customer Contact Clerk	7	
Customer Service Clerk 8:00 a.m. to 5:00 p.m. (when office open)	6	40
All other times	8	40
Cashier	4	
Switchboard Operator	4	
Stores Clerk	5	
Clerk Typist	5	
Service Centre Clerk	6	
Clerk Typist, Service	4	
C & M Clerk/Dispatcher	7	40
Senior C & M Clerk	8	40
Accounting Clerk, General	7	
Clerk Utility	4	
Residential Sales Clerk	5	
Warehouse Clerk	5	
Classification Clerk	7	
Clerk, Contract	7	
Data Input Clerk	4	
Clerk Typist, Sales	4	
Outside Collector	8	
C & M Clerk	6	
Clerk, Comm. & Ind. Sales	5	
Clerk, Transportation	6	
Clerk, Residential Water Heater	5	

RATES OF PAY – OPERATING EMPLOYEES

- C.5 Job rates ~~as~~ outlined in C.II will become effective on the dates shown.
- C.6 Shift premiums of \$1.00 for the afternoon shift and \$1.50 for the night shift will be paid to Operating employees. It is understood that the afternoon shift premium will be paid on a shift starting after 12:00 noon and the night shift premiums will be paid for a shift starting after 9:00 p.m. The shift premium for all shifts on a Saturday will be \$3.00 for work commencing at/or after 7:00 a.m. on Saturdays. Shift premiums will not apply when overtime rates are in effect.
- C.7 Fitter-in-Training will be required to qualify as a Second Class Fitter ~~at~~ the end of the 12th month period of training. A Second Class Fitter will be given the opportunity to qualify ~~as~~ a First Class Fitter at the end of twenty-four (24) months of training. Fitter-in-Training considered ~~as~~ unsatisfactory during the training period or unable to qualify ~~as~~ a Second Class Fitter will be considered for other jobs available at the time and may be subject to lay-off without regard to seniority. An employee formerly a member of the bargaining unit who fails to complete the course will be entitled to the rights outlined in Article 5.15. A First Class Fitter will be given the opportunity ~~to~~ qualify ~~as~~ a Service Specialist after a period not exceeding twelve (12) months as a First Class Fitter.
- C.8 a. A Helper in the C&M department will be given a preliminary test to satisfy the Company of his/her ability to qualify ~~as~~ a Second Class ~~Gas~~ Technician, as the need arises and within a period not exceeding twenty four (24) months.

b. A Second Class **Gas** Technician will serve for no longer than two (2) continuous years as a Second Class Gas Technician before being given the opportunity to qualify as a First Class **Gas** Technician.

C.9 a. An employee designated to be on standby will be paid \$8.00 for the first eight (8) hours or part thereof and an additional \$9.00 for the next sixteen (16) hours or part thereof in any calendar day.

b. Standby pay on a Statutory holiday will be at a rate of \$17.00 and \$20.00 for the time periods noted in paragraph "a".

RATES OF PAY - GENERAL

C.10 Before the Company establishes a new job or changes any present job during the term of this agreement, the Company will discuss with the Union, the rates of pay, hours of work and the nature of the job. In the event of disagreement, the Union may process the matter through the grievance procedure commencing at step three (3).

APPENDIX C.11

Basic hourly wage for a 40-hour week.

Distribution Division

Job Classification	Effective April 29 1990	Effective April 28 1991
Service Specialist	18.69	20.00
1st Class Fitter	17.67	18.91
2nd Class Fitter	16.41	17.56
Fitter Trainee (to start)	12.51	13.39
Gas Technician Welder	19.35	20.70
1st Class Gas Technician	18.19	19.46
2nd Class Gas Technician	16.41	17.56
Helper (Outside 3 years)	15.22	16.29
Helper	14.91	15.95
Temporary Helper	14.91	15.95
Leak Survey	16.41	17.56
Pipeline Welder	19.26	20.61
Machine Operator	17.65	18.89
Storeperson	16.39	17.54
Auto Mechanic	18.69	20.00
Auto Mechanic Helper	15.52	16.61

APPENDIX C.12

CLERICAL SALARY SCHEDULE

Effective April 29, 1990

35 Hour Week

Salary Range	Start	6 Months	12 Months	18 Months	24 Months
1	\$ 327.00	\$ 330.00	\$ 333.00	\$ 336.00	\$ 339.00
2	364.00	367.00	370.00	373.00	376.00
3	402.00	405.00	408.00	411.00	414.00
4	439.00	442.00	445.00	448.00	451.00
5	476.00	479.00	482.00	485.00	488.00
6	507.00	510.00	513.00	516.00	519.00
7	539.00	542.00	545.00	548.00	551.00
8	572.00	575.00	578.00	581.00	584.00

CLERICAL SALARY SCHEDULE

Effective April 28, 1991

35 Hour Week

Salary Range	Start	6 Months	12 Months	18 Months	24 Months
1	\$ 351.00	\$ 354.00	\$ 357.00	\$ 360.00	\$ 363.00
2	391.00	394.00	397.00	400.00	403.00
3	431.00	434.00	437.00	440.00	443.00
4	470.00	473.00	476.00	479.00	482.00
5	510.00	513.00	516.00	519.00	522.00
6	544.00	547.00	550.00	553.00	556.00
7	578.00	581.00	584.00	587.00	590.00
8	613.00	616.00	619.00	622.00	625.00

APPENDIX C.13

METER READING SALARY SCHEDULE

For 37-1/2 Hour Work Week

	Effective April 29, 1990	Effective April 28, 1991
Meter Reader - to start	\$ 578.90	\$ 619.42
Meter Reader - after 6 months	606.03	648.45
Senior Meter Reader	641.66	686.58