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No. OF EMPLOYEES	98
NOMBRE D'EMPLOYÉS	L.W

AGREEMENT

between

THE CONSUMERS' GAS COMPANY LTD.

Niagara Region

and

**ENERGY AND CHEMICAL
WORKERS UNION**

LOCAL 517

May 1, 1990 to April 30, 1992

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AGREEMENT

This agreement was made this 11th day of May, 1990. 

BETWEEN:

THE CONSUMERS' GAS COMPANY LTD. - Niagara Region
(hereinafter referred to as the "COMPANY")

OF THE FIRST PART

AND:

**ENERGY AND CHEMICAL WORKERS UNION,
LOCAL 517**
(hereinafter referred to as the "UNION")

OF THE SECOND PART

WHEREAS representatives of the Company and the said bargaining representatives as a result of collective bargaining, have reached an agreement for the purpose of stabilizing employment, eliminating friction and facilitating a peaceful adjustment of differences which may arise from time to time between the Company and the employees in the bargaining unit, hereinafter referred to, and to promote efficiency and harmonious relationships to the end that the Company, its employees and the general public may mutually benefit;

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1

RECOGNITION AND UNION MEMBERSHIP

1.1 The Company **recognizes** the Union **as** the sole Collective **Bar-**gaining Agent of all employees of The Consumers' **Gas** Company Ltd. - Niagara Region, working at or out of the Regional Municipality of Niagara, save and except Supervisors, persons above the rank of Supervisors, Inspectors, Engineers, Clerical and Sales **staff**; which personnel comprised in the said bargaining unit are hereinafter referred to as "employees" and "employed" where referred to **as** a group or **as** "employee" **as** the case may **be** when the individual in such group, is referred to, and reference herein to "employees" and "employed" shall be construed to refer only to such personnel. The name change of the Company has no, nor shall cause to have, **any** effect on the current, March 29, 1988, understanding of what operational area of the Company is covered by this Collective Agreement.

1.2 The Union recognizes and agrees that the Company is a regulated Public Utility and, therefore, the efficient, **economical** and **con-**tinuous operation of its plant and services is of prime public interest; that its **source** of income lies solely in **rates** which it charges the general public for its products and services, and that the rates for its principal product are fixed in advance **by** the Ontario Energy Board, for the Province of Ontario, or such other bodies having authority **to fix** rates for Public Utilities.

1.3 All present employees in the bargaining unit are members of the Union and must **as** a condition of employment, remain members in good standing in accordance with the constitution and by-laws of the Union for the duration of this agreement.

New employees covered by the terms of this agreement shall, as a condition of employment, become members of the Union and remain members in good standing for the duration **of** this agreement.

1.4 Employees formerly employed in a Supervisory position and subsequently returned from the Supervisory position to a classification covered by the terms of this agreement, shall become members of the Union as a condition of continued employment.

1.5 ~~Dues~~ deduction will be made each pay period from employees, and the amount collected forwarded to the Treasurer of the Union with a list of the names of employees from whom deductions have been made.

ARTICLE 2

MANAGEMENT

2.1 The Management and Operation of the Plant, supervision and control of all operations, and the direction of all working forces, including maintenance of discipline, the right to hire, promote, demote, transfer, suspend or discharge for proper cause to relieve employees from duties because of lack of work or other legitimate reasons, make and enforce reasonable rules to promote safety, efficiency, order, discipline and protection of the COMPANY's property, are vested solely in the COMPANY .

The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

2.2 The Company shall have the right to require of any new employee that he/she shall upon employment, submit to a physical examination by a competent physician selected by the Company at the expense of the Company; provided further that under certain circumstances such as before returning to work after any injury, leave of absence, serious or extended illness, frequent absences and similar unusual condition, the Company at its own expense may require a physical examination of any employee, which shall be made by a competent physician chosen by the Company. The Company will accept the certificate of any qualified physician.

2.3 The Company will permit the Union to use the Company's bulletin board for posting by the properly authorized officials of the **Local** Union, of notices of Union business which are officially issued by the Union giving pertinent facts concerning meetings and business of the Local Union. There shall be no distribution or posting by the Union of pamphlets, advertising matter, cards, notices or any kind of literature upon the Company's property **except as** herein provided. All postings shall be cleared through Management before posting.

2.4 . The Company will not interfere with the right **of** the employees to engage in Union activities and the Union agrees that such activities will not be **carried** on in the Company's Plants on the Company's **time** or in such manner **as to** interfere **with** the efficient operations of the Company. The Company will not discriminate against, interfere with, restrain or coerce any employee.

2.5 The Company shall recognize six Stewards, appointed by the Union. At least one Steward shall be appointed from the employees at each of the Company's administrative districts; Niagara Falls, Welland and St. Catharines.

The Union shall provide the Company with an up to date list of the six stewards.

The Company agrees to recognize an additional Steward in **any** new **area** which it may create in the Niagara Region or in any new work centre containing more than fifteen employees.

2.6 The Company agrees that there shall be no lock-out **of** the employees from the date of the execution of this Agreement to the date of **termination** thereof.

2.7 The Company agrees that supervisors and clerical staff normally shall not do **work** done by employees of the bargaining unit.

ARTICLE 3

UNION RESPONSIBILITIES

3.1 The Union and its members shall not sanction or call a strike and shall refrain from any interruption of, or interference with operations (including slowdowns) from the date of execution of this agreement to the date of termination thereof.

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 The Employees shall be represented **by** a Grievance Committee, who shall be appointed from amongst the employees in any manner determined by the Union, provided however, the **Grievance** Committee shall consist of three members one of which shall be the Chairperson. The Union shall provide the Company with a list of the three names of the members of the Grievance Committee. While on leave of absence, or lay-off, or during probationary period, **no** employee shall serve as a Grievance Committee member.

4.2 STEP ONE OF GRIEVANCE PROCEDURE

Any employee having a complaint may present it in the first instance to his/her immediate Supervisor or he/she will be allowed to have his/her Steward or Committee member do it for him/her. If a satisfactory explanation or settlement is not made by the immediate Supervisor, the complaint shall be referred by the employee **to** the Steward or Grievance Committee Member, in which event the **Steward** or Grievance Committee Member, after making proper explanation to the immediate Supervisor, shall have the privilege of taking a reasonable time to investigate such complaint. Such investigation shall be in such **a** manner that there will **be** a minimum disruption of regular work schedules of employees and **a** minimum interference of **Com-**pany operations.

STEP TWO OF GRIEVANCE PROCEDURE

If, after investigation, the Steward or Grievance Committee Member considers any complaint **to be a just grievance, he/she** shall endeavour to adjust the same with the immediate supervisor, **as** the case may be, and a sincere attempt to settle the grievance shall be made on the part of both' parties.

STEP THREE OF GRIEVANCE PROCEDURE

Failing agreement, the Union Committee shall present the grievance in writing to the next level of management, who shall meet with the Union Committee within seven **(7)** working **days**. It is understood that his/her answer to the grievance after this meeting must be given within five **(5)** working **days**, in writing.

STEP FOUR OF GRIEVANCE PROCEDURE

Failing agreement, the Union Committee shall submit the grievance in writing **to** the Regional Operations Manager, and **a** meeting shall be arranged within seven (7) working days to further discuss the matter. It is understood that at this meeting, the Union and the Company will be entitled to outside representation in an effort to resolve the matter.

No Steward or Committee Member shall suffer any loss of pay **as a** result of time lost in discussing grievances. Reasonable travelling and clean-up time shall be granted with pay. The Company will provide transportation to and from such meetings.

STEP FIVE OF GRIEVANCE PROCEDURE

Failing agreement through the above procedure, either party may then submit the matter to arbitration within a period of twenty **(20)** days. When either party is notified that a grievance is going **to** arbitration, such notice shall contain the nominee to the Arbitration Board of the party giving the notice. The recipient of the notice shall within seven **(7)** days advise the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within seven **(7)** days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the

recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson, within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.

Each party shall pay the expenses of their own appointee to the Board and the expenses of the chairperson shall be borne equally by the parties.

4.3 If the Company or Union has any dispute or grievance concerning the violation of this agreement, it may submit same in writing, commencing at step four.

4.4 **An** employee (save and except probationary employees) will not be disciplined in a manner involving a suspension or dismissal without a fair **and** impartial hearing at which the employee shall have the assistance of the grievance committee. A discharged or suspended employee shall have the right, before leaving the Company premises, to consult with his/her Steward for fifteen **(15)** minutes.

Any claim by an employee (save **and** except probationary employees) that he/she has been unreasonably or unjustly discharged or suspended from his/her employment shall be treated **as** a grievance, if a written statement of such grievance is lodged **as** in Step **Four (4)** within five **(5)** calendar **days** after the suspension or discharge. The Union shall be notified in writing immediately of any such discharge or suspension. This notice may be handed to any Steward or Officer of the Union.

4.5 If a reprimand or notation is placed on an employee's record, the employee shall receive a copy of the reprimand or notation and the Union will be promptly notified. An employee who has had a notation placed on his/her personnel file will, after three (3) years during which time no further notations are placed on his/her file, have the notation removed.

ARTICLE 5

SENIORITY

5.1 "Seniority" is the relative statement of employment as measured by length of continuous Company service and will provide employees an equitable measure of job security.

5.2 If the Company sets up a new operating location and thereby requires certain employees to report and work out of this new operating location, the Company will first ask for volunteers. If the required number of employees do not volunteer, then the junior employees in the classification required, will be transferred.

When there is a need to increase the department workforce in the original operating location from which the employee(s) have been transferred, those transferred employees shall have the first opportunity to be reinstated to their former job(s), if suitable, on the basis of seniority.

5.3 The Company shall prepare from its records a seniority list which will show the Employee's Company Seniority, and job classification. The Union shall obtain a copy of the seniority list on request but not more often than once every four months.

5.4 An employee's name shall be removed from the seniority list, and all his/her seniority rights shall be lost and his/her rating cancelled:

- (a) when he/she fails to report for work within 48 hours following the expiration of his/her vacation, or other leave of absence, without reasonable excuse,
- (b) when he/she fails or refuses to return to work after a lay-off within seven days' time without reasonable excuse after notice in writing by the Company has been sent **to** him/her **by** registered mail to his/her last known address recalling him/her **to** work,
- (c) when an employee **has** not been re-employed by the **Company** after **a** lay-off period of two years,
- (d) when an employee **has** been on leave of absence for a period of **six** months unless otherwise agreed upon both **by** the Company and the Union,
- (e) when an employee has been discharged and not re-instated,
- (f) if an employee accepts gainful employment while on a **granted** leave of absence without written permission from management,
- (g) if **an** employee voluntarily terminates his/her employment.

5.5 **New** employees shall be considered to be on probation until they have completed three (3) months' continuous service. Probationary employees have no right under this agreement, except Article 9 - "Hours of **work**" and Article 10 - "Rate of Pay". After the completion of his/her probationary **period**, an **employee** shall have his/her name placed **on** the Seniority List **as** of the date of his/her hiring. The Company shall notify the Union of the date new employees are hired at the time of their hiring.

5.6 The Company will endeavour to provide secure employment for its employees. However, in the event of a staff reduction the Company and the Union will endeavour to place displaced employees in other positions.

(a) In the event of a lay-off the principle of Company Seniority shall prevail, probationary employees within the Department being laid-off first followed by employees in the Department in the order of least Company seniority. The Union and the employee(s) shall be given fourteen **(14) days** notice of any lay-off and the Union will be given a list of the employees to be laid-off.

(b) **An** employee with **seniority** may apply to displace **an** employee with less seniority within the **Company** and **the Company** shall **agree** to consider this application providing the employee liable for lay-off is qualified to replace **the** employee with less seniority.

5.7 (a) Prior to re-employment recall, employees in order of seniority **who** have bumped into other positions shall be given the first opportunity to return to their previous position when a **vacancy occurs**.

(b) Re-employment recall shall be made from the employees in the reverse order of lay-off, **provided** the employee is qualified and willing to perform the work available. Unless within four **(4)** calendar **days** after receipt of notification of recall by registered mail sent to the last address shown on employment records **an employee** signifies his/her intention to return to **work**, his/her name shall be passed over, and unless within an added eleven (11) calendar **days** he/she returns **to** work or gives a satisfactory reason for **being** unable to do so, his/her name shall be struck off the recall list. **An** employee who has been recalled shall be returned to his/her original job **classification** when a departmental vacancy occurs.

(c) Before new employees are hired, consideration shall be given to the employment of employees who **are** on lay-off and are still subject to recall, provided **they are** qualified to do the work required.

5.8 Employees incapacitated **by** reason of **advanced** age or general 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.

Employees **thus** re-assigned to a lower classification shall be **red-circled**.

5.9 The Company **agrees** that where it instructs **an** employee to temporarily report to another place of work, other than a **posted** position, it shall either pay or provide a means of transportation. Seniority will apply when transferring employees.

5.10 If **a** change in methods or operations **occurs** which may result in the lay-off of employees, the Company **agrees** 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.

5.11 Officers and Shop Stewards of the Union during their term of Office in the Union shall head the Seniority list in the respective departments. This clause **will** not apply when considering seniority for promotion or vacation.

ARTICLE 6

JOB POSTING

6.1 **Newly** created positions, additional jobs or other permanent vacancies that fall within the scope of this agreement shall be posted once, at the starting position on **all** bulletin boards. A copy of this posting **will** be supplied to the **Secretary** of **the** Union. Employees wishing to apply may do **so** on **a** form supplied by the Company within five **(5)** working days from the date of the posting. In the interest of efficiency, the Company shall consider seniority, the **fitness**, ability and safety record of the applicant, and base its selection thereon in filling these vacancies, or **making** promotions. Seniority is subject to the above qualifications being fulfilled. When an applicant is chosen, the Company shall post the list of employees who applied for the job and the name of the employee who was given the **job**. In the event that no **successful** applications for the **posted** vacancy are received by the Company; the Company may fill the **vacancy** from outside the bargaining unit within two months from the date of posting. This time period may be extended by mutual agreement. The names of the successful applicants shall be posted within ten **(10)** **days** of the closing date for applications.

6.2 If **a** vacancy occurs in either of the two operating locations within Niagara Region, then the Company will post a notice for five **(5)** **days** asking **existing** employees from the same Department **and** classification if they wish to change location. If more than one employee wishes to change operating locations then the Company will select the most senior employee. The notice will be on the basis of "commensurate with experience". A copy of this notice will be supplied to the secretary of the Union.

The Company will then post, per Article 6.1, for the actual vacancy and place the successful applicant in the operating location where he/she is required.

6.3 Employees who ~~are transferred~~ through Job **posting** shall receive the rate of the job for which **they** have applied. This shall also apply in the ~~case~~ of transfer because of seniority due to cut-backs where employees exercise their seniority to retain **a** job with the Company.

ARTICLE 7

VACATIONS WITH PAY

7.1 All employees who have completed less than one **(1)** year of service by June 30th in any **year** shall receive one **(1)** day's pay for each month worked. Vacation time and pay shall not ~~exceed~~ ten **(10)** working **days** at the regular basic rate.

7.2 All regular employees who have completed one **(1)** year or more of continuous **service** by June 30th of the current year shall have two **(2)** weeks vacation during the current year for which eighty (80) hours vacation pay at their job **rate** will be **allowed**.

7.3 All employees who have ~~completed~~ **three** (3) **years** of continuous service by December ~~24th~~ of the current **year** shall have three (3) weeks vacation for which one hundred and twenty **(120)** hours pay at regular job rates will be **allowed**.

7.4 ~~All~~ employees who have completed **ten** (10) years of continuous service by December ~~24th~~ of the current year shall have four **(4)** weeks vacation for which one hundred and sixty (160) hours pay at regular job rates will be allowed.

7.5 All employees who have completed twenty **(20)** years of continuous service by December ~~24th~~ of the current year shall have five **(5)** weeks vacation for which two hundred **(200)** hours pay at regular job rates will be allowed.

7.6 **All** employees who have completed thirty (30) years of continuous service by December 24th of the current year shall have six (6) weeks of vacation for which two hundred and forty (240) hours pay at regular job rates will be allowed.

7.7 Two weeks additional vacation will be granted in the year in which the employee retires.

7.8 Vacations will, so far as practicable, be granted at the time most desired by employees, but in order to insure orderly operations the final right to allotment of vacations is exclusively reserved to the Company.

The Company shall post a list for a period of ten (10) days during the last week in March for employees to choose their vacation preferences and the Company shall post the vacation allotments by April 30th. In case of any duplication, or because of work requirements, employees with greater Company service shall be given preference.

The Company will ensure that the Service Technician's/Specialist's summer shift schedule is posted prior to requesting holiday periods.

7.9 When a statutory holiday occurs within a vacation period of any employee, said employee will be allowed an extra day's vacation at the time of his/her vacation, or at a time mutually agreed upon between the employee and his/her supervisor, without loss of pay.

7.10 No vacation period that should normally be taken in one calendar year may be carried over into the next calendar year, except when the employee agrees to do so at the request of the next level of management, and such proposed carryover, with full written explanation therefore, is submitted to the Regional Operations Manager of the Company for approval at the time the request is made.

An employee, with the approval **of** the **Regional** Operations Manager is permitted to split his/her allowable vacation into increments of less than two **(2)** weeks; provided, however, that no increment be less than one week. The second portion of a split vacation, in any one year shall be taken at a time convenient to the Company; unless the allowable vacation of the employee is affected by personal illness, **as** provided by this contract.

7.11 When a regular employee voluntarily resigns, enters military service, is laid off because of lack of work, is discharged, or is retired, he/she shall be entitled to his/her earned vacation, based on his/her services during the previous year or pay at their job rate, in lieu thereof. A regular employee retired for age will also be entitled to a prorated vacation allowance for time worked during the year in which he/she is retired.

7.12 When a pay day falls within an employee's scheduled vacation period he/she may, by prior arrangements with his/her supervisor, receive in advance **any** pay that would ordinarily be paid to him/her on pay day during his/her vacation.

7.13 **An** employee may take his/her vacation in an uninterrupted period with the consent of the Company.

ARTICLE 8

STATUTORY HOLIDAYS

8.1 Employees shall be granted the following **and** no other statutory holidays with pay.

New ~~Year's~~ Day
Good Friday
Victoria Day

Canada Day
Civic Holiday
Labour Day

Thanksgiving Day
Christmas Day
Boxing Day

8.2 In the first year of the contract, the Company will recognize six paid days off. These holidays will be paid at straight time and will be arranged by mutual agreement between the Supervisor and the employee. **To** be eligible for these holidays an employee must be employed **six** months prior to the anniversary date of the contract (i.e. prior **to** November 1, 1990).

In the second year of the contract, the Company will recognize six paid days off. These holidays will be paid at straight time and will be arranged by mutual agreement between the Supervisor and the employee. **To** be eligible for these holidays an employee must be employed **six** months prior to the termination date of the contract (i.e. prior to November 1, **1991**).

These days shall not be taken when an employee is on shift or standby.

8.3 Employees who work on any of these designated days but did not work on the actual statutory holidays will be paid eight **(8)** hours straight time plus eight **(8)** hours holiday pay or a day in lieu thereof **as** determined by mutual agreement with their supervisor.

8.4 Whenever a holiday falls on Sunday, it shall be observed on the following Monday. Whenever a holiday falls on Saturday, it shall be observed on the prior Friday, with the exceptions **as** noted above.

8.5 Regular employees **who** are **not** required **to** work **on** a day observed **as** a holiday shall receive their **job** pay for customarily daily scheduled hours of work.

8.6 Employees who are required to work on any of the above nine (9) statutory holidays shall receive double time for all hours worked plus eight (8) hours holiday pay or a day in lieu thereof **as** **determined** by mutual agreement with their supervisor.

ARTICLE 9

WORKING HOURS

9.1 It is mutually agreed that in order to render adequate service to the public and to provide a maximum amount of steady employment for regular employees, the **COMPANY** shall be free to **fix** the hours, kind of work and working time for each employee, subject, however, to certain rules as set forth in the following sections.

9.2 The hours of work shall be eight (**8**) hours per day, and forty (40) hours per week of five (**5**) consecutive **days**. The work day shall commence at the office of the Company to which the employee has been directed to report.

9.3 Double time shall be paid for all work performed after eight (**8**) hours in any one (1) day (and/or shift) and after forty (40) hours in any week. Time and one-half will be paid for all regularly scheduled Sunday work.

9.4 All Shifts will be **posted** at least five days in advance and overtime premium will be paid at the rate of time and one-half for hours worked outside of posted shifts if less than forty-eight (**48**) hours notice of change of shift is given. Overtime premium will not apply if the change is made at the employees request. Employees whose schedule is changed due to the provisions in this paragraph will not be required to work a split shift.

9.5 A shift premium of **\$1.00** per hour will be paid for shifts other than day shifts. If a new night shift (commencing after **8** p.m.) is added, the premium for such shift will be **\$1.50** per hour. A **\$3.00** premium will be paid for all shifts on Saturday. This **\$3.00** premium will not be pyramided with afternoon or night premiums.

9.6 The Company agrees to pay a meal allowance of \$7.00 when an employee has worked 9½ consecutive hours and for every four (4) hours thereafter provided that meals have not been supplied for the employee on the job or provision has not been made for him/her to obtain his/her meal at home at his/her normal meal time.

9.7 Special call-outs will be paid at a minimum rate of three (3) hours at double time. If call-out exceeds three (3) hours, the rate shall be double time for all hours worked. An employee on a call-out of four (4) hours shall receive a meal allowance and an additional allowance for every four (4) hours thereafter.

Standby call-outs will be compensated for at overtime rates with a minimum of three (3) hours pay at basic straight time rate for all employees except Construction and Maintenance employees who will be paid a minimum of six (6) hours at basic straight time.

Employees over fifty-nine (59) years of age will be excused, upon written request, from shift work or call-outs.

9.8 Probationary employees shall not receive compensation for time lost or days observed as holidays until they have completed one (1) full month of service. If required to work on any day observed as a holiday, they shall receive double time for time actually worked.

9.9 In the event of an emergency occurring or existing in the Company, Management may fully and freely temporarily transfer its employees from one job classification to another job classification, to cope with and overcome such emergency condition and such temporary transfers of employees shall be made without change in rates of wages, applicable to such employee so transferred. It is further understood that in the event such an emergency as defined above occurs or exists, that during the period such employee or employees are transferred to a location other than the place of regular employment, the Company will furnish transportation and reasonable expenses for such employee or employees.

9.10 The Company does not guarantee to provide any work or

to provide **work** to the extent of the hours and days indicated above or **as** also referred **to** in this agreement. Where an employee reports for work on his/her regularly scheduled shift and **no** work is available he/she shall be given four **(4)** hours work or pay in lieu thereof. It shall not apply if he/she has been notified not to report for work by the conclusion of his/her previous shift.

9.11 Overtime shall be divided as equally **as** practicable among the same category of employees.

9.12 Employees designated to stand-by for call-out by the **Com-**pany shall receive a premium of \$17.00 per day for the week during which he/she **was** required to stand-by. In the event that a Statutory Holiday shall fall within such **week** the employee shall receive an additional \$20.00 for each Statutory Holiday.

9.13 The provision for "stand-by pay" **as** set out above is for a seven (7) consecutive day period (mutually agreed upon or failing that will be from Monday to Monday) and any employee **so** designated for such period will arrange to be available for call-outs during such period.

- (a) AH employees deemed qualified by the Company will take their turn on stand-by in rotation in accordance with their operating location and department function.
- (b) The Company undertakes to rotate such stand-by among qualified employees and **to** combine operating locations where practicable so as to minimize the frequency that any employee shall be required to stand-by.
- (c) The Company will supply transportation for employees designated on stand-by.

ARTICLE 10

JOB CLASSIFICATIONS

10.1 The following shall be the Job Classifications and basic hourly rates of pay. 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, 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 four.

CLASSIFICATIONS	HOURLY RATE	
	EFFECTIVE APRIL 29, 1990	EFFECTIVE APRIL 28, 1991
CUSTOMER SERVICE		
Service Specialist	\$18.69	\$20.00
Service Technician I (2 years)	17.67	18.91
Service Technician II (for 1 year)	16.41	17.56
Service Technician in Training (after 6 months for 6 months)	15.60	16.69
Service Technician in Training (to Start for 6 months)	14.91	15.95
CONST. & MAIN.		
C&M Technician I	18.19	19.46
C&M Technician II (for one year)	16.41	17.56
Labourer (after 12 months)	14.33	15.33
Labourer (to start)	12.95	13.86
Welder	19.26	20.61
Leak Survey Technician	16.41	17.56
Leak Survey Technician in Training (for 3 months)	13.65	14.61
Equipment Operator	17.62	18.85
Utility Person	15.48	16.56
MECHANICAL SERVICES		
Auto Mechanic	18.69	20.00
Auto Mechanic Helper	15.52	16.61

	HOURLY RATE	
	EFFECTIVE	EFFECTIVE
	APRIL 29, 1990	APRIL 28, 1991

ACCOUNTING

Meter Reader	\$16.17	\$17.30
Meter Reader (to start for 3 months)	12.27	13.13
Appliance Truck Driver Helper	15.47	16.55
Warehouse Person/Truck Driver	16.39	17.54
Building Maintenance Technician	17.67	18.91

10.2 ~~Classified~~ employees who are unable to continue in the work of their present **job** category may, at the sole discretion of the Company, be reassigned to general duties, if such work is available. Employees thus reassigned will receive the rate of "labourer (after 12 months)".

C & M Technicians holding a no blo ticket shall receive a total premium of 45¢ per hour and 65¢ per hour for both acetylene & no blo tickets.

10.3 A Service Technician in training will be paid at the starting rate for a period of six (6) months after which he/she will automatically receive the rate of a Service Technician in training after six (6) months for a further six (6) months. At the end of this period he/she will be required to qualify as a Service Technician II.

An employee, formally a member of the bargaining unit, considered unsatisfactory during the training period or unable to qualify as a Service Technician II, will be entitled to apply his/her seniority to displace an employee firstly in his/her previous job classification and secondly, to any other job classification which they are capable of performing in the department where his/her previous job classification is listed.

10.4 Where a designation of years or months is set **out** beside the classification, this means that an employee in this class shall hold this classification and rate for that period of time, before he/she is entitled to apply and be examined for a move to the next higher class.

10.5 A payroll period for purpose of determining wages, shall begin at Midnight on Saturday and continue for one week, ending at Midnight **on** Saturday.

10.6 All employees shall be paid their earnings by cheque weekly, and not later than the Friday following the payroll ending the previous Saturday at Midnight, less deductions required by law, and such deductions **as** are authorized by the individual employee.

10.7 The Union shall be entitled to an observer, at the time tests are given to determine employee's qualifications. The Company shall notify the employees to be tested and the Union five **(5)** working days in advance of the time tests are to be taken and further that the point value for each question shall be shown on the paper. A Union observer will not be required when three **(3)** or more employees **are** writing examinations at the same time.

10.8 **An** employee who has failed an examination may apply for a review of the examination with the Department Manager. Such application must be in writing within five **(5)** days of the original examination review.

10.9 The Company **agrees** to pay a premium **of** 50¢ per hour while a Meter Reader is assigned field collection work for each hour **so** worked.

ARTICLE 11

MEDICAL AND HOSPITAL PLANS

Employees on entering the Company's service will **be** enrolled in the Provincial Government's Hospital and Insurance Plans in **conformity** with Provincial legislation. The Company will pay **100%** of the cost of such plans. In the event of elimination of the O.H.I.P. plan, the Company will provide comparable coverage.

Employees will be enrolled, after three months' service, in the extended health benefit plan and semi-private hospital plan for employees and their dependants. The Company will pay 100% of the cost of such plans.

GROUP LIFE INSURANCE

Employees will be enrolled in the Company's Group Life Insurance Plan which provides for the payment of \$40,000 to the beneficiary in case of the death of the participating employee. The Company will pay 100% of the cost of such a plan.

Employees, after three months' service, may elect to apply for additional personal Optional Life Insurance coverage in accordance with the terms and conditions of the Life Insurance Plan. The cost of such additional life insurance will be fully paid by the employee.

Subject to the required number of participants as stated in the Plan, an employee, after three months' service, may elect to apply for Optional Dependant Life Insurance to insure a spouse and each dependent child. This Optional Dependant Life Insurance shall be completely paid for by the employee.

DENTAL PLAN

Eligible employees, after three months' service, will be enrolled in a Dental Plan which provides dental benefits for employees and their dependants. The Company will pay 100% of the cost of such a plan.

SICK BENEFITS

The Sick Pay Plan is agreed to as described in Appendix 'A'.

PENSION PLAN

The **Company** has negotiated a formal Contributory Pension Plan with the Union, other organized groups of employees and the supervisory groups effective April 1, 1957. This plan **as** it applies to members of the Union will form part of this agreement but cannot be reopened for negotiations except under the terms of the plan.

ARTICLE 12

LEAVE OF ABSENCE

12.1 An employee elected or appointed to an office in the Union which requires **a** continuous and extended leave of 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 time **as** he/she holds office, to **a** maximum leave 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)** calendar days after the expiration of his/her term of **office** with the Union, and that he/she is competent to perform the work.

12.2 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 **forty-eight (48)** hours prior, be granted one hundred and fifty **(150)** person-days per year leave of absence without pay. With respect to business pertaining to the National Union, leaves will be granted up to a total of one hundred **(100)** days per year on fourteen **(14)** days notice. In the event that leaves **of** absence granted under this clause unduly interfere with the operation of **a** department, the Company and the Union shall discuss **as** soon as possible alternate arrangements, however, failing to agree on alternate arrangements, said leave of absence shall not be withheld. If a substitute is agreed upon **as** an alternate arrangement, the substitute shall receive the same pay **as** the absent employee would have received.

12.3 Work and other operating conditions permitting, requests to the **Local** Manager for **any** leave of absence (not otherwise provided for), will be given consideration. Such leaves of absence are to be without pay and will be deemed temporary leaves of absence. Application to the **Local** Manager for temporary leaves of absence shall be made in writing, giving reasons and length of time for such leave.

12.4 Any unauthorized absence from work, due to sickness or injury, unless **notice** is given to the Company within forty-eight (**48**) hours from the beginning of such absence, unless bona fide conditions beyond the employee's control make it impossible to give such notice, or any other unauthorized absence shall be grounds for dismissal of such employee.

12.5 **An** employee shall be **granted** three (3) days leave of absence with pay, by reason of a death or deaths in his/her "immediate family". "Immediate family" shall include, for the purposes of this Agreement, spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, or other relative living in the home of such employee.

12.6 Employees will be granted one day off with pay **to** attend the funeral of the employee's grandparents, grandchildren, brothers-in-law, or sisters-in-law.

12.7 An employee when serving on Jury Duty or when subpoenaed **to** appear in court **as** a witness, shall receive eight (**8**) hours pay at straight time.

12.8 The Company agrees to grant 3 days leave at the time of **an** employee's marriage.



ARTICLE 13

EFFECTIVE DATE OF TERMINATION

13.1 This agreement shall ~~become~~ effective on the 1st day of May, 1990 and shall continue in effect until the 30th day of April, 1992 and shall be deemed to continue in effect from year to year thereafter unless either party shall have given not more than sixty (60) and not less than thirty (30) days written notice to the other party, prior to the 30th day of April, 1992 or prior to the 1st day of May in any succeeding year, of its desire to modify, revise or terminate this Agreement.

13.2 This Agreement repeals all previous agreements entered into between the parties hereto.

IN WITNESS WHEREOF, this Agreement has been signed by the duly authorized representatives of the Company and the Local Union.

Signed for
The Consumers' Gas Company Ltd. The Energy and Chemical
Niagara Region Workers Union

APPENDIX "A"

All appendices to this agreement shall be and form part of this agreement.

- A.1(a)** A regular full-time employee will be eligible for Sickness, Disability and Rehabilitation Benefits (S.D.R.) in accordance with the terms and conditions outlined in the S.D.R. text, a copy of which has been given to the Union.
- (b)** An employee will be eligible for S.D.R. Benefits after three months' continuous service.
- (c)** In case of absence due to illness or other qualified reason, sick pay will be granted from the first full day of absence for the first three instances of absence in a calendar year. Subsequent absences, in a calendar year, will be paid from the second day of absence.

Sickness, Disability and Rehabilitation Benefits will be paid in accordance with the following schedule:

YEARS OF SERVICE	S.D.R. BENEFITS
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 weeks
	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

(d) Nothing herein contained is intended, nor shall it be interpreted to mean or imply, **that** any employee is entitled to be absent from duty, or to receive Sick Allowance for any definite number of **days** in any period, except for qualified reasons.

A.2 QUALIFIED ABSENCES

- (a) Personal illness or disability of the employee.
- (b) Leave of absence with pay may be granted to an employee **on** compassionate grounds, at the sole discretion of the Regional Operations Manager. Such leave of absence will not be unreasonably withheld.
- (c) In the event an employee receives benefits under the terms **of** the Workers' Compensation Act, he/she shall receive an amount necessary to make up the difference between **Workers'** Compensation benefits **and** his/her normal net pay.

A.3 DEFINITIONS OF PERIOD AND PAY

- (a) "Workweek", **as used** herein, shall refer to a normal 40 hour week, regardless of whether worked **on** a 5 day schedule.
- (b) Pay Allowances under this Plan will continue only during the period of the employee's active service in the Company. Such Sick **Pay** Allowances automatically cease from the date of retirement, death **or** termination of service.

A.4 GENERAL RULES

- (a) 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 an absence of more than two **(2)** days, regular reports must be given at least once a week.
- (b) Verification, either through the Company's physician or representative, or through **an** acceptable report from the employee's personal physician, of the illness or disability of any employee, may be required for the payment of any Sick Pay Allowance.
- (c) The Company reserves the right **to** demand reasonable proof of illness before paying any sick benefits.
- (d) Failure to return promptly to work, when pronounced able to work by a legally qualified physician, shall be considered just **cause** for discontinuing S.D.R. Benefits.
- (e) Frequent absences of an employee on account of sickness, or absence due to intoxication, reckless or unlawful conduct, or other preventable causes, or if employee makes or presents false statements in regard to his/her absence, such fact will, at the discretion of the Company be adequate justification for nonpayment of S.D.R. Benefits.
- (f) To the end that direct and personal relations between the Company and its sick or disabled employees may be preserved, and that such employees **may** continue personally to enjoy sickness or disability allowances, no assignment of any such Pay Allowances will be permitted or recognized. In case of any attachment or other legal proceedings, the Company may, at its discretion, cancel **or** revoke any Pay Allowances, or if it so elects make payments direct to the family of such sick **or** disabled employee.
- (g) Any authorized deductions, and those required by law, will be currently deducted from any S.D.R. Benefits.