

Collective Bargaining

TransCanada USA Services Inc.
And
Local Union 1245 of the
International Brotherhood of Electrical Workers, AFL-CIO

EMPLOYER OPENING PROPOSAL

October 30, 2015

- Text in **red** indicates new language
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1. Compensation and Benefits

Proposals to modify change compensation premiums and Benefits (Exhibit “E”)

Proposal Number:	1
Category:	Premiums
Title:	Wages, Classification and Overtime
Affected Section:	4.2 Applicable Wage Rates

Revise Sections 4.2(B) to read:

B. **Away from Work Location Premium** - Exclusive of any other provision contained in this contract, employees assigned to temporary work during an out-of-district assignment which qualifies them for the expense allowance provided for in Section 15.1 will be paid ~~a an hourly premium of \$2.00 per hour for all time worked~~ **\$20.00 per day** beginning with the second consecutive day worked on an out-of-district assignment. This premium will apply to time spent in traveling from a temporary assignment at its conclusion, but will not apply to the travel time or attendance at schools or seminars.

~~a. This premium is subject to adjustment for the next term of the Agreement.~~

~~b. When the premium is applicable to time worked at the overtime rate of pay, the applicable multiplier shall be used in determining the applicable premium.~~

Proposal Number:	2
Category:	Benefits
Title:	Exhibit E – Benefits Agreement
Affected Section:	Paragraph 1 – Medical Plan

Revise Exhibit E, Paragraph 1 to read:

Regular employees are eligible to participate in **one of two** a medical plans ~~paid for~~ **offered** by the company:.
~~The program will offer both in-network PPO and an out-of-area plan.~~

A. A Consumer Driven Health Plan (CDHP) PPO1500 with a qualified Health Savings Account (HAS) where employees pay 15% of the premium; or

B. A PPO500 plan where employees pay 25% of the premium.

Proposal Number:	3
Category:	Benefits
Title:	Exhibit E – Benefits Agreement
Affected Section:	New

Cost Share – Dental Premium

The employee will pay twenty-five percent (25%) of the required premium

Proposal Number:	4
Category:	Wages
Title:	Exhibit A – WAGE RATES
Affected Section:	

To be tabled at a later date

2. Process Change

Changes to the method or process by which the topic is performed. May or may not reflect a current practice.

Proposal Number:	5
Category:	Process Change
Title:	Recognition
Affected Section:	1.15 Check-Off Dues
<p>Revise Section 1.15 to read:</p> <p>For regular and probationary permanent employees regularly-scheduled to work 40 hours per week more than thirty two (32) hours per month, the Company shall deduct from their wages and pay over to the proper officers of the Union the membership dues of the members of the Union or agency fees of any other employee as provided for in Section 1.13(A) who individually and voluntarily authorize such deductions in writing.</p> <p>Part-time Regular and probationary employees scheduled to work less than 40 hours per week working thirty two (32) hours of month or less and intermittent employees will pay membership dues based on a percentage of base wage rate. The form of check-off authorization shall be approved by the Company and the Union.</p> <p>Employees who do not voluntarily authorize the Company to deduct membership dues or agency fees shall be responsible for making such payments to the Union.</p>	

Proposal Number:	6
Category:	Process Change
Title:	Recognition
Affected Section:	1.16 Termination for Non-Payment of Dues
<p>Revise Section 1.16 to read:</p> <p>The Union shall make timely and appropriate requests of an employee to join the Union and authorized dues payments or tender registration and agency fees as described in Section 1.12(A).</p> <p>Upon written request from the Union, the Company shall, within 21 calendar days, terminate the employment of any employee who fails to comply with the requirements of this Title.</p>	

Proposal Number:	7
Category:	Process Change
Title:	Labor-Management Cooperation and Dispute Resolution
Affected Section:	2.3 Dispute Resolution
<p>Revise Section 2.3(B) to read:</p> <p>B. It is the desire of the Company and the Union that grievances be settled promptly. To facilitate settlement, grievances shall be filed by the aggrieved party in the form adopted for such purpose by the Union and received by the Company respondent or, if mailed, postmarked within the time limits described by the dispute resolution process in Section 2.3(E).</p>	

Proposal Number:	8
Category:	Process Change
Title:	Labor-Management Cooperation and Dispute Resolution
Affected Section:	2.3 Dispute Resolution
<p>Revise Section 2.3(D) to read:</p> <p>D. Notwithstanding anything else contained in this Agreement, any individual employee shall have the right at any time to present grievances to the Company and to have such grievances adjusted without the intervention of the Union, provided that the adjustment shall not be inconsistent with the terms of the Agreement, and provided further, that the Union shall be given an opportunity to be present at such adjustment.</p> <p>Further, the Company has the right at any time to present grievances to the Union and have such grievances adjusted provided such adjustment is consistent with the terms and conditions of this agreement.</p>	

Proposal Number:	9
Category:	Process Change
Title:	Labor-Management Cooperation and Dispute Resolution
Affected Section:	2.3 Dispute Resolution
<p>Revise Section 2.3(E) – Step Two to read:</p> <p>Step Two: If the dispute is not resolved at Step One, the issue may be submitted in writing by the Union or the Company to local management the other party and the Company’s designated Human Resources representative. Grievances must be filed no later than fourteen days after the date of the incident complained of, or the date on which the employee, Union, or Company became aware of the incident which is the basis of the grievance. A meeting between the parties shall be held within ten days of the Union or Company’s receipt of the grievance. The Union or Company will provide a written response within five days of meeting. The settlement shall be in writing and signed by both parties. Settlements at this level will not have system-wide impact. A copy of all settlements shall be forwarded to the Union's Business Representative and the Company’s designated Human Resources representative.</p>	

Proposal Number:	10
Category:	Process Change
Title:	Wages, Classification and Overtime
Affected Section:	4.6 Temporary Upgrade - Wage Rate - Days Not Worked
<p>Revise Section 4.6 to read:</p> <p>An employee on an upgrade basis who is not required to work on a workday by reason of holidays, vacation, sick leave or any other contractually permitted reason shall have their rate of pay for such days determined in accordance with the following:</p> <p>A. The pay of an employee who is working in a classification other than their own for five or less consecutive work days on a time card or timekeeper reconciliation report basis shall be based on the straight rate of pay applicable to their regular classification.</p> <p>B. The pay of an employee who is working in a classification other than their own for more than five consecutive work days on a personnel authorization form basis shall be based on the rate of pay of the job to which the employee is temporarily upgraded.</p>	

Proposal Number:	11
Category	Process Change
Title:	Wages, Classification and Overtime
Affected Section:	4.8 Regular or Temporary Upgrade - Wage Rate - Upgrades to a Classification Having an Equal or Lower Wage Rate; Change in Line of Progression

Revise Section 4.8 to read:

4.8 ~~Regular or Temporary Upgrade~~ Wage Rate - ~~Upgrades to a Classification Having an Equal or Lower Wage Rate~~; Change in Line of Progression

- A. An employee ~~who is receiving in their present classification a rate of pay the same or higher than the maximum rate of pay established for the classification to which the employee is being appointed shall receive the top rate of pay established for the classification to which the employee is being appointed~~ requested and Company approved change of classification to a classification with wage rates equal to or lower than the employee's current rate of pay.
1. The employee shall ~~continue to receive their current rate of pay until such time the employee is deemed qualified in the new classification at a level with a wage rate equal to or greater than the employee's wage rate.~~
 2. Once deemed qualified, the wage rate shall be changed to the new classification and the employee shall progress through the remaining levels in the usual manner. If at that time, the employee's current wage rate is still higher than the top wage rate for the new classification, the wage rate will be adjusted to the top rate of the new classification.
 3. For all purposes other than rate of pay, such employees shall be considered to be in the step of the new classification which is commensurate with the actual time the employee has worked in such new classification.
- B. ~~When the Company appoints~~ An employee requested and Company approved change of classification to a classification with wage rates equal to or higher than the employee's current rate of pay.
1. ~~an employee from one Line of Progression to the starting point of a different Line of Progression, and such employee is receiving in their former classification a rate of pay less than the maximum rate of pay provided for in the classification to which the employee is appointed, they~~ The employee shall continue to receive their current ~~retain the~~ rate of pay until such time the employee is deemed qualified in the new classification at a level with a wage rate equal to or greater than the employee's wage rate.
 2. Once deemed qualified, the wage rate shall be changed to the new classification and the employee shall progress through the remaining levels in the usual manner. ~~of their present wage progression step until they have worked in their new classification long enough to have earned the next higher wage step of the new classification. From then on, they shall progress through the remaining wage steps in the usual manner.~~

Proposal Number:	12
Category	Process Change
Title:	Expenses
Affected Section:	15.1 Expenses - Temporary - Non-Commutable Distance

Revise Section 15.1 to read:

- A. For employees who are assigned to temporary work at such distance from their established headquarters that it is impracticable for them to return thereto or to their regular place of abode, the Company shall:
 - ~~1. Allow for the duration of such assignment actual personal expenses for board and lodging and for other incidental items of expenses in accordance with the Company's Business Expense Policy, approved in advance of the assignment, provided that they board and lodge at places to be designated by the Company, or; may, at the request of an employee;~~
 - ~~2. Set up a "per diem" allowance while such employees are in residence at a temporary place of abode provided such temporary assignment is of a six workday duration or more, exclusive of travel time.~~
- B. ~~An employee may receive an expense allowance under either Subsection (A)1 or (A)2, but in no event shall the Company pay an employee an allowance under both Subsection (A)1 and (A)2 concurrently or provide an employee with board and lodging if such employee is receiving a "per diem" allowance.~~
- C. The time spent by such employee in traveling at a reasonable rate of speed to ~~their~~ the temporary headquarters or their temporary place of abode at the beginning of a temporary assignment and from it at its conclusion and any allowable expense incurred therein shall be paid for by the Company.
- D. The Company shall provide for transportation to the temporary headquarters at the beginning of the assignment and from it at its conclusion. ~~; however, the Company may, at the request of an employee, allow them to provide their own transportation. In such event the employee shall be allowed mileage expense as provided in Section 15.6.~~

Proposal Number:	13
Category	Process Change
Title:	Job Bidding, Transfers and Promotions
Affected Section:	18.4 Job Bidding and Promotion - Job Posting

Revise Section 18.4 to read:

The Company shall post, throughout its system, a list of all **Company approved** job vacancies by location, as they occur in the unit described in Title 1, **for a period of not less than 14 calendar days using the Company's job posting process.**

- A. ~~including vacancies which have previously been posted but which have remained unfilled for a period of three months from the date last posted, or from the date on which the Company determined that there were no qualified bidders~~ **A position that remains vacant more than 90 days since it was last posted and / or upon determination by the Company there were no qualified bidders shall be reposted if the Company deems the position is still required.**
- B. ~~and including~~ **This includes** vacancies temporarily filled by the Company as provided in Section 18.2, but excluding temporary vacancies and vacancies in temporary jobs. A vacancy created by an employee's absence on leave or by reason of temporary disability shall be deemed to be a temporary vacancy.
- C. Postings for Multi-Skilled Technicians will be posted by stream, either Mechanical or Controls. The Company shall have the right to require welding as a secondary skill within the Multi-Skilled Technician – Mechanical Stream where the Company determines the need to do so.
- D. **Where determined by the Company that a change in number or type classification at a given work location is needed, but the quantity of work does not support a staff addition, the Company may post the opportunity to change classification and restrict such posting to that work location via a manual posting to the Company's location bulletin board.**

Proposal Number:	14
Category	Process Change
Title:	Job Bidding, Transfers and Promotions
Affected Section:	18.5 Job Bidding and Promotion – Bid Postmarks
<p>Revise Section 18.5 to read:</p> <p>Any regular employee of the Company may submit by United States mail on a form provided by the Company a bid on any job posted as vacant; respond to a posted vacancy using the Company's posting process within the period the vacancy is posted. butThe Company need not consider any bid which is postmarked more than ten days from the date of the posting of the job on which bid is made. Bids shall be mailed to the address shown on the bid form. submitted after the close date of the posting, or which was not submitted utilizing the Company's posting process.</p>	

Proposal Number:	15
Category	Process Change
Title:	Job Bidding, Transfers and Promotions
Affected Section:	18.6 Job Bidding and Promotion – Change of Classification Request
<p>Revise Section 18.6 to read:</p> <p>A. Regular employees who wish to change from one line of progression to another may submit Request For Change of Classification on a form provided by the Company do so at any time by providing written or electronic notice to their manager. The Company manager shall acknowledge receipt of the request within fifteen (15) calendar days from the day of receipt.</p> <p>A request to change classification does not obligate the Company to approve and support the request unless there is a business need as determined by the Company, or if it is part of the employee's overall career and skills development plan.</p> <p>and shall notify in writing an employee who transmits a request hereunder of the requirements for entering the classification, including information regarding testing programs which must be completed. If approved, the Company shall advise the employee of the requirements necessary to enter the classification as well as training, testing and qualification requirements to be successfully completed.</p> <p>B. The Company shall make unrestricted appointments in filling one half of the vacancies in beginner's classifications. Beginner classification is defined as the first position in each line of progression, as shown in Exhibit C. Employees requesting a classification change shall remain in their current classification and wage rate until they have successfully completed the requirements that qualifies the employee in the new classification at a level and wage rate equal to or higher than the current wage rate. At such time the new classification and level designation for the employee shall be made.</p> <p>C. In making appointments to fill the remaining one half of the vacancies in beginner's classifications in each line of progression in a given headquarters, the Company shall give preferential consideration to regular employees who have previously requested in writing a transfer to fill such vacancies, preference for appointment being given to the employee in each classification who has the greatest Service.</p>	

Proposal Number:	16
Category	Process Change
Title:	Miscellaneous
Affected Section:	20.2 Miscellaneous - Bargaining Unit Work by Supervisors
<p>Revise Section 20.1 to read:</p> <p>20.1 Miscellaneous - Bargaining Unit Work by Supervisors Other Company Employees</p> <p>Supervisors and other Company employees not in the bargaining unit may perform work within the defined bargaining unit (as defined in Section 1.1 Recognition) usually assigned to employees in the bargaining unit only under the following circumstances:</p> <ul style="list-style-type: none"> A. Emergency situations; or B. Training of employees and demonstrating work methods; or C. Incidental assistance and de minimis assignments; or D. To perform work offsite outside of the defined bargaining unit (Section 1.1 Recognition) in so far as the Company in the exercise of such right does not dispense with the services of bargaining unit employees who are engaged in maintenance or operating work. <p>Confidential employees may perform clerical work similar to that usually assigned to employees in the bargaining unit.</p>	

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3. Housekeeping (A)

Proposed changes to a Title, Section, or Paragraph language to clarify/modify intent

Proposal Number:	17
Category:	Housekeeping (A)
Title:	Recognition
Affected Section:	1.9 Bulletin Boards 1.10 Limits on Use of Bulletin Boards
<p>Delete Section 1.10 and incorporate into Section 1.9 and revise Section 1.9 to read:</p> <p>The Company shall erect bulletin boards, 3 feet by 4 feet in size, for exclusive use of the Union and shall designate them by lettering thereon. One such bulletin board shall be placed in each location where employees covered by this Agreement normally report to work.</p> <p>Union's use of bulletin boards shall be limited to the posting of official notices of meetings and similar matters relating to official Union business and its relationship with the Company.</p> <p>The Union shall not post thereon any matter derogatory to the Company or to its customers, and shall be responsible for maintaining the posted material in an appropriate manner.</p>	

Proposal Number:	18
Category:	Housekeeping (A)
Title:	Recognition
Affected Section:	1.12 Shop Stewards
<p>Revise Section 1.12 to read:</p> <p>The Union may designate as many Shop Stewards as it deems necessary for the proper administration of its affairs and for the execution of the provisions of this Agreement in so far as the number and location of employees so designated does not interfere with the operational needs of the Company.</p> <p>Shop Stewards shall be employees of the Company; and the Union shall provide the names of employees so designated to the Company as they occur, but not more than quarterly.</p>	

Proposal Number:	19
Category:	Housekeeping (A)
Title:	Wages, Classification and Overtime
Affected Section:	4.2 Applicable Wage Rates
<p>Revise Sections 4.2(A) and (C) to read:</p> <p>A. Classifications - Employees shall be paid the wage established for their classification and level.</p> <p>C. Time Accumulation for Wage Purposes - Other than as provided in any negotiated training programs, employees who have accumulated sufficient time in a classification having a defined time progression shall be advanced to the next step in such a classification until they receive the maximum rate thereof in so far as employee performance and development is satisfactory. For the purpose of wage rate progression in a temporary classification, the time worked by employees in other than their regular classification shall be accrued in such a temporary classification.</p>	

Proposal Number:	20
Category:	Housekeeping (A)
Title:	Wages, Classification and Overtime
Affected Section:	4.3 Temporary Upgrade
<p>Revise Section 4.3 to read:</p> <p>When authorized by the Company, employees may be assigned to work in classifications other than their own for short periods of time. Such assignments shall be for employees qualified to perform in work classifications other than their own.</p>	

Proposal Number:	21
Category:	Housekeeping (A)
Title:	Wages, Classification and Overtime
Affected Section:	4.18 Overtime – Employee Rights
<p>Revise Section 4.18 to read:</p> <p>The Company shall not require or permit employees to take equivalent time off during a workday in lieu of overtime compensation.</p>	

Proposal Number:	22
Category:	Housekeeping (A)
Title:	Wages, Classification and Overtime
Affected Section:	4.30 Pay Day
<p>Revise Section 4.30 to read:</p> <p>Employees shall be paid biweekly on Friday. Wages earned during the two-week period which ends at midnight on a Sunday shall be paid on the next succeeding Friday. If the day designated as payday is a holiday, payment will, if possible, be made on the next preceding workday which is not a holiday.</p> <p>In the event of voluntary resignation, retirement, or layoff; the final pay, minus applicable deductions, shall be paid on the next succeeding pay day.</p>	

Proposal Number:	23
Category:	Housekeeping (A)
Title:	Status
Affected Section:	5.5 Part-Time Employees
<p>Revise Section 5.5 to read:</p> <p>5.5 Part-Time Regular Employees</p> <p>A. A regular full time part-time employee is any employee whose regularly scheduled work week is who is assigned a regular work schedule of less than 40 hours per week.</p> <p>B. A regular part-time employee is any employee who is assigned a regular work schedule of less than 40 hours per week, but 20 or more hours per week.</p>	

Proposal Number:	24
Category:	Housekeeping (A)
Title:	Sick Leave
Affected Section:	8.1 Sick Leave – Credit for Service
<p>8.1 Sick Leave - Definition</p> <p>Sick leave is defined as absence by reason of any illness or disability which does not come within the application of a governing Workers' Compensation Act or Law. Such time off as that allowed for an employee's personal medical, visual and dental appointments shall be charged as sick leave.</p> <p>Sick leave may also be used for any qualifying Family Medical Leave eligible purpose as described in Section 7.6(D).</p>	

Proposal Number:	25
Category:	Housekeeping (A)
Title:	Leaves of Absence
Affected Section:	Title 7
<p>Replace Title 7 in its entirety and replace with the following:</p> <p>7.1 Eligibility</p> <p>Excluding Sick Leave, this Title, subject to the conditions set forth herein and as otherwise noted, shall address approved absences from work. Regular employees are eligible to request such leave(s) meeting the definitions and conditions set forth in this Title</p> <ul style="list-style-type: none"> A. Leave of Absence – Generally defined as approved absences from work without pay. B. General Leaves – Generally defined as approved absences from work with pay C. Approved absences under this section will not be granted if the purpose for which it is requested may lead to the employee's resignation. <p>7.2 Leave of Absence</p> <ul style="list-style-type: none"> A. The Company may grant a "leave of absence" without pay to a regular employee for a period not in excess of six consecutive months. Such absences may be granted to regular employees if personal circumstances are, in management's judgment, urgent or substantial, provided that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. B. A leave of absence request is intended for planned activities may not be approved be for emergencies. Such leave shall not take the place of short-term or long-term disability for any health-related issues requiring absence from the workplace. C. The Company may grant an additional leave of absence without pay to such employee if personal circumstances and Service to the Company warrant the granting thereof. Except as provided in Sections 7.6 and 7.7, a leave of absence will not be granted which, together with the last "leave" or "leaves" granted, will exceed twelve consecutive months. <p>7.3 Leave of Absence - Commence and End</p> <p>A leave of absence shall commence on and include the first day the employee is absence from work by virtue of an approved leave of absence, and terminate with and including the workday preceding the day the employee returns to work.</p> <p>The conditions under which an employee shall be restored to employment on the termination of their leave of absence shall be clearly stated on the form on which application for the leave is made.</p>	

7.4 Leave of Absence - Status

An employee's status as a regular employee shall not be impaired by a leave of absence.

7.5 Leave of Absence - Termination of Employment

If an employee fails to return immediately on the expiration of their leave of absence, or if they accept other employment while on leave, except as provided in Section 7.6(A), or if they make application for unemployment insurance benefits under any applicable act or law while on leave, they shall forfeit the leave of absence, terminate their **employment** with the Company and terminate regular employee participation in **all Company Benefit programs**.

7.6 Leave of Absence - Types

A. Union Business

1. The Company shall, at request of the Union, grant a leave of absence without pay to any employee for the purpose of engaging in Union business. Such leave shall be for a period or periods not to exceed a total of thirty-six consecutive months. Leaves of absence for Union business shall only be granted to one employee at a time. An employee who has returned to work for the Company following an absence on leave for Union business in excess of six months shall not be granted another such leave until they have worked for a period equivalent to the time they were last continuously absent on leave for Union business.
2. Unless an employee who is on leave of absence for Union business notifies the Company that they will return to work at the end of the first six months of such absence, their job shall be considered as vacant, and the Company may fill it as provided in Title 18. When such employee returns to employment after an absence in excess of six months they shall be employed in their former classification subject to the following:
 - A. They may elect to displace another employee, or if the Company offers them an assignment to an existing job vacancy on a "Subject to Bid" basis, they may elect to accept it.
 - B. If they accept such assignment, the location of such job shall thereupon become their regular headquarters, and their bid on such job shall be considered under Section 18.8. If their bid is not successful, their placement in the Company shall be governed by Title 19.
 - C. If they elect to displace another employee, they shall displace the employee in their former classification who entered such classification during the period of the leave of absence and who has the least Service. If such displacement cannot be effected, they shall displace that employee in such classification who has the least Service, except that they may not displace an employee whose Service is equal to or greater than their own. If the last-mentioned displacement cannot be effected, their placement in the Company shall be governed by Title 19, and their job headquarters shall be the same as it was when their leave of absence was granted.

B. New Child Care

1. A regular employee, who has become a parent by the birth of a child or adoption of a child, shall be entitled to an unpaid leave of absence for a period not to exceed six consecutive months, beginning from the date of birth or adoption, to care for such newborn or adopted child. When an employee who was granted a leave for child care applies for reinstatement, the employee will be returned to the employee's former classification and work location which the employee vacated.
2. An employee may be granted an additional "leave of absence" for a period not in excess of six consecutive months for child care with the understanding that the employee may return to work provided a vacancy exists in a classification with a rate of pay equal to or less than the classification which the employee vacated.
3. If a vacancy of this kind does not exist after the second six consecutive months' leave of absence, the employee's **employment** shall be terminated.

C. Military Leave

1. **Unpaid Military leave is available to employees who provide notice of pending military service for**

any of the Uniformed Services of the United States (Armed Services, U.S. Reserves, National Guard, Coast Guard, or the Public Health Service). An employee shall provide the Company with as much advance written or verbal notice as possible of his/her intention to take military leave. Military assignments necessitating a leave of absence may include Annual and/or Periodic Training,

2. Granting of Military Leave of Absence shall be granted under the provisions of Section 7.1 to 7.4 inclusive. Re-employment rights for eligible employees under this section are protected by the Uniformed Services Employment and Reemployment Rights Act (USERRA). If certain State or local laws provide greater rights and benefits, the State or local laws will be applied.
3. Upon qualifying for re-employment under any such law, and being re-employed, the employee will be granted a further retroactive leave of absence to cover the balance of their absence.
4. Return to Work:

An employee who takes military leave is eligible for reemployment following service with the same seniority, status and rate of pay and benefit/vacation levels as if he/she had remained continuously employed. To qualify for reemployment, an employee must meet the following criteria:

- Must have provided written or verbal notice prior to the leave
- The cumulative period of military service must not have exceeded five years
- Must have been released from military service under honorable or general conditions
- Must have reported back to work or applied for reemployment within the following time constraints:
 - For service up to 30 consecutive days, the employee must verbally advise the Company of the date they will return to work and do so on the first regularly scheduled work period on the first full calendar day following completion of the service, transportation home, plus an eight hour period of rest.
 - For service of 31 to 180 days, the employee must notify the Company verbally or in writing within 14 days of completion of the service.
 - For service of more than 180 days, the employee must apply verbally or in writing within 90 days after completion of the service.
 - Persons who are hospitalized or convalescing because of a disability incurred or aggravated during military service will have the deadline for application for reemployment extended for up to two years.
- If the term of service is less than 91 days, the employee shall be reemployed in the job he/she held prior to the military service.
- For periods of service of 91 days or more, the employee may be reemployed in the same job which he/she is qualified to perform with full seniority but lesser status and pay.
- Employees who are disabled due to military service will be reasonably accommodated in a position which most nearly approximates his/her original position.

D. Family and Medical Leave

Employees desiring to take a leave of absence without pay for certain qualifying family and medical reasons under the provisions of federal, state or local laws shall participate in and be subject to eligibility and provisions of the Company's U.S. Family and Medical Leave Practice. As provided in Section 8.1, sick leave may be used for any approved qualifying Family Medical Leave eligible purpose.

7.7 General Leaves

The Company may grant a General Leaves as provided in the following sub-sections. General leaves are paid absences from work and shall be approved based eligibility requirements and that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work. Typically, a general leave is for periods less than 10 days. General leave absences without pay for ten consecutive workdays or less may also be authorized under these provisions.

7.8 General Leave - Types

A. Bereavement

1. If at all possible, a regular employee will be granted actual time off with pay necessary to attend the funeral of a member of the immediate family, including the time the body may lie in state and the day of the funeral, and the time necessary to travel to and from the location of the funeral, but not to exceed three workdays.
2. The immediate family shall be limited to: an employee's spouse, parent, grandparent, grandparent-in-law, parent-in-law, child, grandchild, son-in-law, daughter-in-law, stepchild, brother, sister, half-brother and half-sister, foster parent, or individual who was a member of the employee's immediate household at the time of death.
3. Consistent with the Company's operational needs, a regular employee may be granted the time off with pay necessary to attend the funerals of other persons the employee may be reasonably deemed to owe respect, but not to exceed one day.
4. Employees who have not attained regular status will be allowed time off without pay as provided for in **Subsections 2 and 3** above.

B. Jury Duty

Employees who are summoned to serve on a grand jury, trial jury, or a jury of inquest will be granted the necessary time off for this purpose under the following conditions:

1. Employees shall advise their supervisor on the workday following receipt of notice that they are required to report for jury service.
2. Regular employees will be allowed the necessary time off with pay for jury duty which occurs within their scheduled working hours during the basic workweek. Such employees assigned to a third shift shall be rescheduled to a first shift during such a period of time at the straight rate of pay, and such employees assigned to a second shift who are actually empanelled on a jury or who are required to report to the jury commissioner on a second consecutive workday or more shall be rescheduled to a first shift during such a period of time at the straight rate of pay. Such employees will be paid their basic rate of pay.
3. In the application of other provisions of this Agreement, such time off with pay for jury duty will be considered as time worked and, if dismissed by the court on any workday before the end of the employee's regular work hours, such employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work.
4. Employees who have not attained regular status will be allowed time off without pay subject to the other provisions of **Subsection 1** above.

C. Witness

Regular employees will be given the necessary time off to appear as a witness in administrative, civil or criminal cases under the following conditions:

1. Employees shall advise their supervisor on the workday following receipt of notice that they are required to appear as a witness.
2. Employees who are required to appear as witnesses on behalf of the Company will be treated with respect to the provisions of this Agreement as though they were employed in their customary work.
3. Employees who are subpoenaed to appear in litigation in which the Company has no interest and is not a party, but nonetheless involves an employee's presence as to matters arising out of and in the course of their employment with the Company will be paid at their straight-time rate of pay in accordance with Sections 4.2 and 4.6 for the time required to appear or testify (but not more than the employee's regular scheduled work hours in any one normal workday).
4. If the employee-witness is dismissed by the court or administrative agency on any workday, the employee shall telephone their supervisor and upon request return to work.
5. In all other instances, an employee who has been subpoenaed as a witness in any matter not provided for above will be excused from work, without pay, for the time necessary for such administrative or

court appearance.

D. Adoption

Regular employees will **provide their supervisor reasonable notice** and be allowed time off with pay up to one workday necessary for court appearances in connection with child adoption procedures.

Proposal Number:	26
Category	Housekeeping (A)
Title:	Vacations
Affected Section:	10.5 Vacations – Forfeiture
Revise Section 10.5 to read: Delete Paragraph C. C. The provisions of this Section shall not apply to part-time employees.	

Proposal Number:	27
Category	Housekeeping (A)
Title:	Hours
Affected Section:	11.3 Hours - Regular Hours of Work
Revise Section 11.3 to read: In general, and except as otherwise provided herein, the regular hours of work for field employees shall be determined by district supervisors and the regular hours of work for head office employees shall be from 8 a.m. to 12 o'clock noon and from 12:30 p.m. to 4:30 p.m., or from 8 a.m. to 12 o'clock noon and from 1 p.m. to 5 p.m.; provided, however, that the basic work schedule shall be five workdays (Monday to Friday) of eight hours each for all field employees and locations with a minimum of 30 minutes and a maximum of 60 minutes scheduled for lunch. The Company shall authorize and permit all employees to take two break periods of 15 minutes each day which insofar as practicable shall be in the middle of each work period. Authorized break period time shall be counted as hours worked for which there shall be no deduction from wages. Except as otherwise provided herein, the regular hours of work for field employees shall be determined by area managers and the regular hours of work for regional office employees shall be set by the region director . The regular lunch period may be advanced or delayed one hour or less for any of the following reasons, namely: <ol style="list-style-type: none">1. when work must necessarily be performed by reason of an interruption to service or other emergency having occurred;2. when work must necessarily be performed to eliminate a hazard to life or property; or3. when continuous coverage is necessary throughout the business day, or 4) when the Company foreman or other supervisor and the employees involved mutually establish a different lunch period or agree to a temporary change in the regular lunch period. A change in lunch period for any of the foregoing reasons shall not be deemed to require the payment of overtime except that if the regular lunch period is advanced or delayed for more than one hour for either of the reasons herein numbered 1) or 2) above , the employees involved shall be paid at the overtime rate for work performed in the regular lunch period and may eat lunch on Company time.	

Proposal Number:	28
Category	Housekeeping (A)
Title:	Hours
Affected Section:	11.15 Hours – Break Periods
Delete Section 11.15	
Relevant language included in proposed changes to Section 11.3	

Proposal Number:	29
Category	Housekeeping (A)
Title:	Equitable Distribution of Overtime
Affected Section:	13.3 Equitable Distribution of Overtime - Overtime Distribution Records
Revise Section 13.3 to read:	
<p>At each work location where employees are headquartered regularly assigned, the Company shall maintain records of the number of hours of overtime worked, or standby time served, by each employee. Such records shall be distinguished by classification. Current records of overtime hours worked or standby time served shall be displayed on the Company bulletin board at each headquarters and shall be brought up to date on a weekly basis when overtime is incurred on a regular workday.</p>	

Proposal Number:	30
Category	Housekeeping (A)
Rationale:	Incorporates language from Equal Distribution of Overtime grievance settlement dated January 24, 2011
Title:	Equitable Distribution of Overtime
Affected Section:	13.4 Equitable Distribution of Overtime - Overtime Distribution Adjustments
Revise Section 13.4 to read:	
<p>As of December 31 of each year, in each designated work location, the overtime and standby hours record of each employee shall be adjusted by the subtraction from their total number of overtime or standby hours of a number equal to the total number of accrued overtime or standby hours of the employee in the same classification having the least number of hours. The differences resulting from such subtraction shall be the adjusted beginning numbers of accrued hours for the ensuing year.</p> <p>The period of time for the purposes of equitable distribution of overtime will be a calendar year. The parties will meet before January 31st each year to review the overtime list from the prior calendar year. In the event that it is determined that overtime was not distributed as equitably as practical, the parties will discuss options to assign priority to future opportunities for overtime during the current calendar year.</p>	

Proposal Number:	31
Category	Housekeeping (A)
Title:	Job Bidding, Transfers and Promotions
Affected Section:	18.7 Job Bidding and Promotion – Lead Classifications
<p>Revise Section 18.7 to read:</p> <p>The Company may designate a number of Multi-Skilled Technician positions at any headquarters as leadership positions (Level 5).</p> <p>In making an appointment to fill a job vacancy in a classification in which an employee must exercise lead duties, the Company shall consider bids of employees submitted as herein provided, but the Company may nevertheless make an appointment from among the most senior qualified bids to fill such vacancy on the basis of ability and personal qualifications restrict the posting to the work location. While considering service, appointments shall be on the basis of leadership ability and personal qualifications.</p> <p>The Company will notify all impacted employees on the original candidate list of their status after the interviews are completed.</p>	

Proposal Number:	32
Category	Housekeeping (A)
Title:	Demotion & Layoff
Affected Section:	19.3 Demotion & Layoff – Service
<p>Revise Section 19.3 to read:</p> <p>Except where an employee’s performance in their current position is demonstrably unsatisfactory, an employee’s service, as defined in Title 6, shall be the determining factor in the application of this Title.</p>	

Proposal Number:	33
Category	Housekeeping (A)
Title:	Miscellaneous
Affected Section:	20.1 Miscellaneous - Work Performed by Outside Contractors
<p>Revise Section 20.1 to read:</p> <p>It is recognized that the Company has the right to have work done by outside contractors.</p> <p>A. In the exercise of such right the Company will not make a contract with any other firm or individual for the purpose of dispensing with the services of employees who are engaged in maintenance or operating work.</p> <p>B. The Company may exercise such right when temporary clerical services are required for a limited period of time because of an emergency situation, a specific project, or as back up for vacancies or workload relief due to rotational assignments, leaves of absence, extended vacations, etc.</p> <p>If such bargaining unit clerical work is to continue past six months, unless specifically agreed to in writing by the parties, the Company will consider transfer requests of current employees for the temporary or regular filling of the classification as provided in Title 18.</p> <p>Additionally, The Company shall furnish the Union with monthly reports regarding the use of outside contractors such temporary employment, including the name of the temporary employee, and the nature and duration of the work being performed. , and the commencement and duration of the employment.</p> <p>C. The Company reserves the right to have work performed by outside contractors off site for economic reasons, consistent with past practice.</p>	

4. Housekeeping (B)

Proposed changes to a Title, Section, or Paragraph language to reflect current practices

Proposal Number:	34
Category:	Housekeeping (B)
Title:	Labor-Management Cooperation and Dispute Resolution
Affected Section:	2.2 Labor-Management Committee

Revise Section 2.2 (B) to read:

- B. **At the last Labor-Management Committee of each year**, the Company and the Union shall establish a schedule for the committee to meet on a ~~monthly~~-**regular** basis **for the following year**. By joint agreement any scheduled meeting may be canceled or rescheduled **and special meetings may be called**.

Proposal Number:	35
Category:	Housekeeping (B)
Title:	Wages, Classification and Overtime
Affected Section:	4.4 Temporary Upgrade - Definitions

Revise Section 4.4 to read:

- A. Physical Lines of Progression (See Exhibit C)

An employee temporarily assigned to work in a classification higher than their regular classification shall be paid for all time worked in the higher classification, provided that such time is not less than two hours during the day. Such time worked may be accumulated over a regular workday by intervals of not less than one-half hour.

Classifications in this line of progression include:

- Multi-Skilled Technician (Controls Stream) – Levels 2 through 5
- Multi-Skilled Technician (Mechanical Stream) – Levels 2 through 5
- Warehouse Technician – Levels 1 and 2
- Utility Worker Levels 1 and 2
- Drafter
- Temporary Helper

- B. Administrative Lines of Progression (See Exhibit C)

A temporary upgrade is defined as an employee temporarily assigned to perform the duties of a classification **level** with a wage rate higher than their regular classification **and level**, provided that such time is not less than four consecutive work hours during the day.

Classifications in this line of progression include:

- Clerk
- Accounting Clerk
- Secretary

- C. **As employees in Physical Lines of Progression are expected to advance within the Classification the highest level available; limited to Level 4 for Multi-Skilled Technician (Controls Stream) and Multi-Skilled Technician (Mechanical Stream).**

Proposal Number:	36
Category:	Housekeeping (B)
Title:	Wages, Classification and Overtime
Affected Section:	4.7 Regular or Temporary Upgrade - Wage Rate - Upgrades to a Classification having a Higher Maximum Wage Rate

Revise Section 4.7 to read:

4.7 ~~Regular or~~ Temporary Upgrade - Wage Rate - Upgrades to a Classification having a Higher Maximum Wage Rate

An employee who is ~~regularly or~~ temporarily assigned to a classification having a higher maximum wage rate shall be paid for all time worked in the temporary upgrade at the highest wage rate of the following:

- A. The wage ~~step~~ rate of the higher classification ~~level~~ which is next higher than their present wage rate, or
- B. The wage ~~rate~~ ~~step~~ in the higher classification determined by the time previously accumulated in such higher classification, as provided for in Section 4.2. ~~or~~
- C. ~~The top rate of pay of such higher classification if the employee has previously been demoted from a classification having a higher wage rate than the classification to which the employee is assigned.~~

Proposal Number:	37
Category:	Housekeeping (B)
Title:	Status
Affected Section:	5.2 Probationary Employee Rights

Revise Section 5.2 to read:

New employees shall be hired as probationary employees at a rate of pay not less than the minimum wage ~~rate~~ established for the classification ~~of work to be performed~~ and level of the position based upon the skills, knowledge, education, and applicable experience of the new employee.

As long as a probationary employee retains such status, they shall not acquire rights with respect to leave of absence, job bidding and promotion, demotion and layoff, vacation, or similar rights or privileges ~~except as described further in this Section.~~ Eligibility for other benefit plans shall be determined by the applicable Plan Document, law or regulation.

The Company reserves the right to discipline or discharge probationary employees at its discretion.

Proposal Number:	38
Category:	Housekeeping (B)
Title:	Status
Affected Section:	5.7 Benefits for Intermittent or Part-Time Employees

Revise Section 5.7 to read:

5.7 Benefits and Allowances for Regular Employees

~~An intermittent or part-time employee who attains regular status, or a regular employee who accepts intermittent or part-time status, shall be eligible to receive the following benefits:~~

- ~~A. Group Life Insurance coverage as provided in the Benefit Agreement.~~
- ~~B. Long-Term Disability coverage as provided in the Benefit Agreement.~~
- ~~C. Retirement Plan as described in the Benefit Agreement.~~
- ~~D. Savings Fund Plan, when qualified, based on a percentage contribution of employee's actual straight-time wage in conformance with the rules of the Savings Fund Plan.~~
- ~~E. Dental Insurance and Vision Care.~~
- ~~F. Group Medical Insurance. If an employee does not work in a given month, double deductions for premiums will be made in succeeding months.~~
- ~~G. Vacation allowance prorated based on the ratio of total straight-time hours worked in a year to 2,080 hours.~~
- ~~H. Sick Leave prorated based on the ratio of total straight-time hours in a month to 173 hours. Sick leave may only be taken on those days and for those hours that an employee is asked or scheduled to work and is unable to work due to illness or non-industrial injury. (Eligible upon date of hire)~~

~~Paid Holidays when scheduled to work on a regular schedule known in advance. Such holiday payment shall be in proportion to the amount of time which such employee would have worked on such day if it were not a holiday. (Eligible upon date of hire)~~

Upon attainment of regular status, either full or part-time, an employee shall be eligible to receive the following benefits as described in Exhibit E herein attached:

- A. Medical, Dental, and Vision Coverage**
- B. Flexible Spending Accounts**
- C. Basic and Optional Life Insurance**
- D. Long-Term Disability coverage.**
- E. Pension Plan**
- F. 401(k) and Savings Plan**

Vacation, Sick Leave, and Holidays allowances are available as described in:

- A. Title 8 – Sick Leave**
- B. Title 9 – Holidays**
- C. Title 10 – Vacation**

Proposal Number:	39
Category:	Housekeeping (B)
Title:	Service
Affected Section:	6.2 Company
<p>Revise Section 6.2 to read:</p> <p>As used in this Title, the term "the Company" shall include any subsidiary or affiliate company which, at the time of the employee's Employment Date, was owned, in whole or in part, by Gas Transmission Northwest Corporation. TransCanada wholly owned, subsidiary or affiliate company operated by employees of TransCanada USA Services Inc.</p>	

Proposal Number:	40
Category:	Housekeeping (B)
Title:	Service
Affected Section:	6.4 Service for Bidding and Promotions
<p>Revise Section 6.4 to read:</p> <p>Service for bidding and promotion purposes shall be defined as the length of an employee's continuous employment since their Employment Date with PG&E Gas Transmission, Northwest Corporation which has been recognized by Gas Transmission Northwest Corporation. For these purposes, employment with any other subsidiaries or affiliate companies of Pacific Gas & Electric Company or PG&E Corporation shall not be included. For employees hired after November 1, 2004, service shall be defined as the length of the employee's continuous employment since their Employment Date with the Company. For these purposes, employment with any other subsidiaries or affiliate companies of Gas Transmission Northwest Corporation, per Section 6.2 shall not be included. the Company recognized employment date as an employee of TransCanada USA Services Inc. within the bargaining unit as defined in Section 1.1.</p>	

Proposal Number:	41
Category:	Housekeeping (B)
Title:	Sick Leave
Affected Section:	8.2 Sick Leave – Credit for Service
<p>Revise Section 8.2 to read:</p> <p>An employee of any of the Companies as defined in Section 6.2 who is transferred to the Company will be credited, on the date of their commencement with the Company, with all sick leave credits, accrued, current and bonus, to which they would have been entitled on that date had they remained an employee of said company work locations subject to the provisions herein shall be allowed sick leave in accordance with the provisions of this Agreement. They will thenceforth be allowed sick leave in accordance with the provisions of this Agreement.</p>	

Proposal Number:	42
Category	Housekeeping (B)
Title:	Sick Leave
Affected Section:	8.4 Sick Leave – Short Term Disability Benefit
<p>Revise Section 8.4 to read:</p> <p>The Company shall provide employees a Company-paid Short Term Disability (STD) benefit as follows:</p> <p>A. STD benefit begins following either a one-week waiting period when an employee is medically unable to work up to 36 consecutive work hours or immediately upon hospitalization, as defined by the STD benefit carrier.</p> <p>B. Employees on STD will receive a benefit maximum of 67% of their base salary.</p> <p>C. During disability leave, sick leave hours and disability bank hours, as defined in Section 8.5, will be applied to supplement the STD benefit paid to employees. Other available paid time off entitlements shall not be used to supplement the STD benefit.</p> <p>D. Employees placed on STD shall participate in the Company Disability Management Program.</p>	

Proposal Number:	43
Category	Housekeeping (B)
Title:	Sick Leave
Affected Section:	8.5 Sick Leave – Accumulation
<p>Revise Section 8.5 to read:</p> <p>Any unused annual sick leave for the eight successive calendar years immediately preceding the current year will be accumulated to an employee’s credit, in a disability bank, up to for a maximum of three hundred and seventy (370) hours.</p> <p>Disability bank hours shall be only available when an employee is disabled (as defined and determined by the Company’s Disability Management Program STD-benefit carrier) and used to offset the reduced Short Term Disability pay benefit as described in Section 8.4 up to a maximum of the employee’s regular wage rate.</p>	

Proposal Number:	44
Category	Housekeeping (B)
Title:	Vacations
Affected Section:	10.1(C) Vacations – Definitions
<p>Revise Section 10.1(C) to read:</p> <p>C. Earned Annual Vacation Allowance is the number of paid vacation days hours which an employee will earn in the calendar year. The number of paid vacation days hours will be determined by years of employment. Employees are granted the appropriate vacation allowance January 1 for that year’s vacation.</p>	

Proposal Number:	45
Category	Housekeeping (B)
Rationale:	Updates how vacation allowances will be credited for employees transferring into the bargaining unit.
Title:	Vacations
Affected Section:	10.2 Vacations – Credit
<p>Revise Section 10.2 to read:</p> <p>An employee of any of the companies defined in Section 6.2 who is transferred to the Company will be credited, on the date of their commencement with the Company, with all vacation entitlement, deferred, current and service anniversary, to which they would have been entitled on that date had they remained an employee of said listed Company. work locations subject to the provisions herein shall be allowed vacation in accordance with the provisions of this Agreement, but not less than the vacation entitlement due the employee had they not transferred. The employee will henceforth continue to earn vacation entitlement in accordance with the provisions of this Title.</p>	

Proposal Number:	46
Category	Housekeeping (B)
Title:	Vacations
Affected Section:	10.9 Vacation – Deferment
Description:	
<p>Revise Section 10.9 to read:</p> <p>An employee may defer their vacation in one year and add it to their vacation in the next following year up to a maximum of 80 hours, provided that the Company gives approval thereto.</p> <p>In no event shall an employee defer their vacation longer than one year, or be permitted to take more than the total of two vacation periods in any one calendar year, or take a vacation in advance of the year in which it is due.</p> <p>If an employee defers their vacation under the provisions of this Section they shall take it at the convenience of the Company and at such time as not to interfere with the regular vacation schedules of other employees.</p>	

Proposal Number:	47
Category	Housekeeping (B)
Title:	Vacations
Affected Section:	10.15 Vacation – Pay In Lieu
<p>Revise Section 10.15 to read:</p> <p>Employees may request to sell up to, but not to exceed, one half of their current annual vacation plus vacation carried over from the previous calendar year in whole hour increments, subject to approval by the Company at its sole discretion.</p>	

Proposal Number:	48
Category	Housekeeping (B)
Title:	Equitable Distribution of Overtime
Affected Section:	13.2 Equitable Distribution of Overtime - Overtime Distribution Procedures
<p>Revise Section 13.2 to read: Overtime work shall be distributed as equitably as is practicable among employees in the same classification (regardless of level) and regularly assigned work location.</p>	

Proposal Number:	49
Category	Housekeeping (B)
Title:	Job Bidding, Transfers and Promotions
Affected Section:	18.2 Job Bidding and Promotion - Temporary Appointments
<p>Incorporate language from Letter of Agreement #1 and Revise Section 18.2(A) to read: Whenever a vacancy occurs in any job classification, the Company may temporarily fill it by appointment the Company determines that a vacancy in any job classification is needed; the Company may temporarily fill it by appointment prior to and / or during the recruitment and bidding process. If practicable, any such temporary appointment shall be given to the employee in the location in which the vacancy occurs who would be eligible therefore under the job bidding provisions of this Title.</p> <p>From time to time the Company may have opportunities for bargaining unit employees to temporarily fill exempt (non-bargaining unit) positions.</p> <p>A. Temporary Appointments to Exempt Positions – Less Than 30 Calendar Days</p> <p>These appointments may be performed by contractor, exempt personnel or upgraded bargaining unit employees. The Company retains the right to select individuals for such appointments based on their leadership and managerial skills.</p> <p>While an upgraded bargaining unit employee is in a temporary appointment, they will continue to be represented by the Agreement, receive appropriate overtime based on actual hours worked, and perform other tasks as provided in Title 20.2 Miscellaneous – Bargaining Unit Work by Supervisors.</p> <p>In recognition of the managerial responsibilities of the position, responsibilities of the temporary appointment to an exempt position, the Company provides the following guidance for compensation of a Union bargaining unit employee in this position so appointed:</p> <ol style="list-style-type: none"> a. Multi-Skilled Technician, Mechanical Stream All Classifications - If the appointment is in the first year of the Agreement an increase in base pay of 9.3%. 5% above the current Multi-Skilled Technician Level 5 (Any Classification) Wage Rate b. If the appointment is in the second year of the Agreement an increase in base pay of 7.7% c. If the appointment is in the second year of the Agreement an increase in base pay of 6.4% 	

Proposal Number:	50
Category	Housekeeping (B)
Title:	Job Bidding, Transfers and Promotions
Affected Section:	18.3 Job Bidding and Promotion - Multi-Skilled Technician Line of Progression
<p>Revise Section 18.3 to read: There shall be progression within each Multi-Skilled Technician Stream (Mechanical and Controls) to level 4 according to progression guidelines established by the Company. The Company shall have discretion to develop and implement a Multi-Skilled Technician training program consistent with these guidelines. Progression from the top Utility Worker level any lower level classification in the Physical Line of Progression (Exhibit C) to the lowest any Multi-Skilled Technician level shall not be automatic.</p>	

Proposal Number:	51
Category	Housekeeping (B)
Title:	Job Bidding, Transfers and Promotions
Affected Section:	18.8 Job Bidding and Promotion – Bid Consideration

Revise Section 18.8 to read:

Except as provided in Section 18.7, bids on any job shall be given preferential consideration in the following sequence.

- A. Bids made by employees who are entitled to preferential consideration under Section 19.4.
- B. Bids made by employees who are in the same classification as that in which the vacancy exists, or in classifications which are higher thereto in the normal line of progression, or at the top rate of pay of the next lower classification in the normal line of progression, as defined in Exhibit C.
- C. Bids made by employees regardless of classification.

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5. Housekeeping (C)

Proposed changes to a Title, Section, or Paragraph language to update language with no change to intent or process

Proposal Number:	52
Category:	Housekeeping (C)
Title:	See Below
Affected Section:	See Below

In the noted Sections (but not limited to); change all references to ‘headquarters’ to “work location” as appropriate:

Table of Contents - All Affected Titles	Sections 13.3 and 13.9
Sections 7.7 and 7.12	Sections 15.1 through 15.3
Section 7.12	Sections 18.6 and 18.7
Section 9.1	Section 19.4
Sections 12.1 through 12.3	Section 19.5(H)

Proposal Number:	53
Category:	Housekeeping (C)
Title:	Wages, Classification and Overtime
Affected Section:	4.9 Job Definitions and Lines of Progression

Revise Section 4.9 to read:

Attached hereto, made part hereof, and marked Exhibit B - **Job Definitions** and Exhibit C - **Lines of Progression** ~~are the Job Definitions and Lines of Progression~~ for physical and administrative classifications.

Proposal Number:	54
Category:	Housekeeping (C)
Title:	Service
Affected Section:	6.3 Service

Revise Section 6.3 to read:

Service is defined as the length of an employee's continuous employment since their Employment Date with the Company, and as further provided in Section 6.5. The continuity of an employee's Service shall be deemed to be broken by termination of employment for any reason or layoff for lack of work which extends for one continuous year or more. The following periods of absence shall count as Service for purposes of this Agreement and shall not constitute a break in Service.

- A. Absences of less than one continuous year caused by layoff for lack of work.
- B. Absence on a leave of absence authorized by the Company pursuant to the provisions of Title 7, provided the employee returns to active work with the Company immediately following their leave of absence.
- C. Absence because of illness or injury as long as the employee is entitled to receive sick leave pay or is entitled to receive benefits under the provisions of a state disability plan, the Long-Term Disability Plan, a Workers' Compensation Law, Weekly Indemnity or Supplemental Indemnity Insurance, provided that the employee returns to active work with the Company immediately following their recovery from the illness or injury.
- D. Absence for military service or service in the Merchant Marine, so long as the employee returns to active work with the Company within the period during which their re-employment rights are protected by law.
- E. Absence for Union business pursuant to the provisions of Section 7.6.

If an employee fails to return to active work within the above time limits for any reason except death or disability, their employment shall be deemed terminated as of the expiration of the time limit.

An employee who is rehired after a break in Service shall be treated as a new employee for all purposes, and their Service and compensation before the break in Service shall not be recognized for any purpose under any provision of this Agreement.

Proposal Number:	55
Category	Housekeeping (C)
Title:	Sick Leave
Affected Section:	8.3 Sick Leave – Qualification
<p>Revise Section 8.3 to read:</p> <p>At the time of hire or transfer and for each month of service thereafter for the first calendar year of employment, an employee shall be allowed 8 hours of sick leave up to a total-maximum of 80 hours.</p> <p>In January following the first calendar year of employment or transfer and for each year thereafter, a regular employee shall be allowed sick leave with pay for a total of eighty (80) hours per calendar year; provided that they must first perform services in a calendar year before such sick leave will be allowed.</p>	

Proposal Number:	56
Category	Housekeeping (C)
Rationale:	Updates language for new hire vacation eligibility and allowance upon completion of the probationary period.
Title:	Vacations
Affected Section:	10.3(A) Vacations – Allowance
<p>Revise Section 10.3(A) to read:</p> <p>A. New hires will not accrue or receive vacation hours during the probation period. Following the successful completion of their probation period, new hires will be eligible for and may use a pro-rated vacation allowance based on the number of full calendar months left remaining in the calendar year.</p>	

Proposal Number:	57
Category	Housekeeping (C)
Title:	Vacations
Affected Section:	10.4 Vacations – Part-Time Regular Employees
<p>Revise Section 10.4 A. to read:</p> <p>A regular part-time or intermittent-employee shall earn an annual vacation allowance and bonus vacation as determined in the foregoing Section 10.3, but such allowance will be based on the ratio of the employee's total scheduled straight-time hours in a year to 2,080 hours.</p>	

Proposal Number:	58
Category	Housekeeping (C)
Title:	Equitable Distribution of Overtime
Affected Section:	13.5 Equitable Distribution of Overtime - Overtime Distribution Classifications
<p>Delete Section 13.5:</p> <p>Redundant Section. Relevant information addressed in Sections 13.2 and 13.3</p>	

Proposal Number:	59
Category	Housekeeping (C)
Title:	Expenses
Affected Section:	15.4 Expenses – Relocation – Company’s Request

Revise Section 15.4 to read:

An employee who is required to change their residence from one locality to another for the Company convenience shall be reimbursed by the Company for any expense the employee incurs thereby in moving their household goods. Except as provided in Section 19.5(L) no reimbursement shall be made by the Company for expenses incurred by an employee in connection with a transfer which is made at employee's request or as a result of their bid for a job.

Proposal Number:	60
Category	Housekeeping (C)
Title:	Demotion & Layoff
Affected Section:	19.9 Demotion & Layoff – Lack of Qualifications

Revise Section 19.9 to read:

In the event an employee can no longer maintain the qualifications of their position and cannot be placed in a vacancy at such employee's location under the provisions of Section 19.7, the employee shall be placed in a temporary classification of the next lower position in their line of progression in the location to which the employee is normally assigned, and shall remain in such temporary classification until a vacancy occurs in an ~~an~~ **permanently** authorized position in their new classification. Placement in such classification shall be made after job bidding procedures have been completed. It is further understood that the provisions of Section 19.4 will apply to the demoted employee.

Proposal Number:	61
Category	Housekeeping (C)
Title:	Term
Affected Section:	21.3 Term – Wage Increases

Revise Section 21.3 to read:

21.3 Term – Wage ~~Increases~~ Adjustments

~~All bargaining unit employee to receive a two point five percent (2.5%) wage increase effective April 1, 2012; a two point five percent (2.5%) wage increase effective April 1, 2013; a three percent (3.0%) wage increase effective April 1, 2014; and a three percent (3.0%) wage increase effective April 1, 2015. Wage adjustments for all eligible bargaining unit employees shall be effective April 1 of each year for the term of this agreement as set forth in Exhibit A (attached)~~

The Company shall pay an employee designated by the Company to be in a lead position (MST Level 5 – any career stream) at a rate equivalent to 7.5% greater than the highest pay rate for an MST Level 4 (any career stream) as per Exhibit A. Future wage rate adjustments shall be made to maintain a difference of 7.5%.

Proposal Number:	62
Category	Housekeeping (C)
Title:	Exhibit D
Affected Section:	

Revise Exhibit D to read:

EXHIBIT D
EDUCATIONAL ASSISTANCE

Effective ~~July 1, 1991~~ April 1, 2016, the ~~Tuition Reimbursement Policy~~ **Employee Educational Assistance Program for studies other than those mandated by the Company** shall be ~~modified and~~ made available to employees as follows:

Eligibility

- A. Any regular employee on the active payroll of the Company, ~~except an employee in a temporary classification,~~ is eligible to participate in the plan. ~~Part-time employees shall receive pro-rated benefits.~~
- B. ~~Courses taken at a Western College Association accredited college or university, through its regular program of instruction, its correspondence program, its extension division, or its evening division, or at a National Home Study Council accredited correspondence school or schools selected by the Company, are acceptable for refund.~~ All course work must be taken through an accredited post-secondary institution such as a school, college, university, association, vocational school or professional association that is either a member of a recognized accreditation group which ensures institutions meet the same standards of excellence or has obtained the appropriate government approval to issue certificates, diplomas, or degrees. The criterion used will be based on the location and type of school. An educational institution may be approved by the Company based on industry recognition, and the Company has full discretion to determine if a school is qualified under this program.
- C. Full certificate, diploma and degree programs (associate, undergraduate, graduate and executive education) or individual courses within these programs are eligible for reimbursement provided that the course of study is related to the employee's current position or a probable future assignment. Correspondence courses, including web-based courses that would otherwise qualify as approved courses from accredited educational institutions, may be approved.
- D. Attendance of approved classes and examinations are expected to be taken outside of an employee's regularly scheduled work hours. If a required class or examination is available only during regularly scheduled work hours, the employee shall discuss the circumstances with his/her leader. Such cases will be managed on a case-by-case basis; and based on business need and leader discretion, flexibility in the employee's work schedule may be exercised.
- E. Employees who voluntarily terminate employment or are involuntarily terminated for cause shall not be reimbursed for any educational expenses.

Employees whose employment is involuntarily terminated for other than cause or are forced to withdraw from a course because of extenuating circumstances such as job reassignment, layoff, disability, or at the Company's request, shall be reimbursed for educational expenses.
- F. The employee must achieve a passing grade as determined by the by the transcript or grade report provided by the educational program provider ~~must earn a grade of "C" (or equivalent) or better in each course to qualify for reimbursement a tuition refund.~~
- G. An employee eligible for educational aid through Federal and State education programs or veteran's benefits is not eligible for refund from the Company for tuition fees for the same course of instruction.

Procedure Application Process

- A. An employee who desires to receive ~~such tuition refund~~ educational assistance under this program shall, prior to their enrollment in a course of study, submit ~~in writing a completed form provided by the Company through their supervisor to the Department Head Manager~~ for approval, ~~details of the course for which the refund will be sought~~. The employee, at this time, must state that they are not eligible for educational aid through Federal or State educational programs or for veteran's educational benefits.
- B. Employees should submit this request for approval at least 30 days prior to the enrollment date to allow ample time for processing.

Reimbursement Refunds

- A. Once approved, the employee will initially pay all costs associated with the program. Within 30 days of completing of the approved course and achieving a passing grade as proven by a transcript or grade report provided by the educational institution, the employee shall submit for reimbursement of eligible expenses. The Company will reimburse the employee for 100% of the eligible costs for tuition, required books, required software, registration, laboratory and other compulsory fee the educational institution requires the employee to pay.
- B. No reimbursement will be made for reimbursement requests received more than 90 days after completion of the course or program or when an employee has failed to get a passing grade as proven by a transcript or grade report provided by the educational institution.
- C. Other miscellaneous expenses incurred while attending approved course work such as parking, lodging, transportation, supplies, social dues, athletic fees, computer access charges, etc. are not reimbursable.
- D. If a course requires more than one year to complete, a receipt of the cost and statement of grades or verification of satisfactory progress provided by the educational institution must be provided each calendar year to obtain reimbursement.
- E. The maximum lifetime limit benefit to be reimbursed is \$25,000 with an annual limit of \$5,250 (non-taxable). Degree programs must be completed within a seven year period.

Reimbursement Process

Upon successful completion of the approved course(s), the employee shall claim reimbursement utilizing the Company's expense reporting system:

- A. Create a separate expense report for education reimbursement
- B. Receipts are required
- C. Education amounts will be reimbursed through the payroll process and will appear on the employee's pay stub as a separate non-taxable item. Checks will not be issued.
- D. The employee will attach the original approved Educational Assistance Program Application, along with appropriate evidence of registration, receipts for expenses and statement of grades and forward it to Employment Practices, Human Resources, Compensation, Calgary for record purposes.

Other Educational Programs

This program does not apply to other programs such as workshops, seminars, individual credit or non-credit continuing education courses, skills training courses and conferences directly related to an employee's current job responsibilities. The employee is responsible for discussing with and getting approval from their leader prior to registering for other educational programs.

Following approval, the employee can register for the program using their corporate credit card and reconcile the charges through the Company's expense reporting system as a departmental expense. Expenses should be coded to the employee's department.

Personal interest courses are not eligible for reimbursement.

Proposal Number:	63
Category	Housekeeping (C)
Title:	Letters of Agreement
Affected Section:	As noted below
<ul style="list-style-type: none"> • Delete Letter of Agreement #1 Temporary Appointments to Exempt Positions – Less than 30 Days The LoA states the agreement will expire upon completion of the term of the Collective Bargaining Agreement and at which time the provisions of the agreement shall be made part of said agreement. See Company’s Proposal #49 • Delete Letter of Agreement # 6 Work Performed by Outside Contractors – Former Bargaining Unit Employees No longer applicable in its current form • Delete Letter of Agreement #2014-1 Benefits Agreement The LoA states the agreement will expire upon completion of the term of the Collective Bargaining Agreement at which time Exhibit E – Employee Benefits shall be incorporated and made part of said agreement. 	