

# **GTN Collective Bargaining**

TransCanada USA Services Inc.  
(Gas Transmission Northwest)

And

Local 1245 of the International Brotherhood of Electrical Workers,  
AFL-CIO

## **Company Opening Proposals**

**(CONFIDENTIAL)**

**January 17, 2017**

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TransCanada USA Services Inc. (the "Company") submits the following proposals to Local 1245 of the International Brotherhood of Electrical Workers, AFL-CIO (the "Union") for revisions to the current collective bargaining agreement between the parties.

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Where language proposed will be added to the agreement it will be indicated using underline and any deletions will be indicated using ~~strikeout~~ except in cases where the entire section, article or paragraph will be deleted.

### 1.1 Regular Employees

Modify Section 5.5 as follows:

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~~Part Time Regular~~ Employees

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- 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.~~
- 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.

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### 1.2 Company Name

Modify Section 6.2 as follows:

As used in this Title, the term "the Company" shall include any TransCanada wholly owned 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 operated by employees of TransCanada USA Services Inc.~~

### 1.3 Service for Bidding and Promotion

Delete Section 6.4 and replace with:

Service for bidding and promotion purposes shall be defined as the Company recognized employment date as an employee of TransCanada USA Services Inc. within the bargaining unit as defined in Section 1.1.

## 1.4 Sick Leave – Short Term Disability Benefit

Modify Section 8.4 to read:

The Company shall provide employees a Company-paid Short Term Disability (STD) benefit as follows:

- A. STD benefit begins when an employee is medically unable to work up to 36 consecutive work hours following either a one week waiting period or immediately upon hospitalization, as defined by the STD benefit carrier.
- B. Employees on STD will receive a benefit maximum of 67% of their base salary.
- 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 time off entitlements shall not be used to supplement STD benefit.
- D. Employees placed on STD shall participate in the Company Disability Management Program.

## 1.5 Vacation - Definitions

Modify Section 10.1(C) to read:

- C. Earned Annual Vacation Allowance is the number of paid vacation hoursdays which an employee will earn in the calendar year. The number of paid vacation hoursdays will be determined by years of employment. Employees are granted the appropriate vacation allowance January 1 for that year's vacation.

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## 1.6 Vacations - Allowance

Modify Section 10.3(A) to read:

- A. New hires will not accrue or receive vacation hours during the probationary period. Following the successful completion of their probationary period, new hires will be eligible for and may use a pro-rated vacation allowance based on the number of full months left in the calendar year.

## 1.7 Vacation - Part-Time Regular Employees

Modify Section 10.4 to read:

A ~~part-time or intermittent~~ regular part-time 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 worked by the employee in a year to 2,080 hours.

## 1.8 Vacation – Forfeiture

Delete Section 10.5(C):

## 1.9 Vacation – Deferment

Modify Section 10.9 first sentence to read:

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 at the employee’s discretion. Additional deferment may occur provided that the Company gives approval thereto.

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## 1.10 Overtime Distribution Procedures

Modify 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.

## 1.11 Equal Distribution of Overtime

Modify Section 13.4 as follows:

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.

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.

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## 1.12 Overtime Distribution Classifications

Delete Section 13.5

### 1.13 Expenses - Relocation - Company's Request

Modify Section 15.4 second sentence to read:

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

### 1.14 Job Bidding and Promotion - Temporary Appointments

Modify Section 18.2 first paragraph and Section A to read:

Whenever a vacancy occurs in any job classification, 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.

From time to time the Company may have opportunities for bargaining unit employees to temporarily fill exempt (non-bargaining unit) positions.

A. Temporary Appointments to Exempt Positions – Less Than 30 Calendar Days

These appointments may be performed by contractor, exempt personnel or upgraded bargaining unit employees. The Company retains the right to select individuals for the positions based on their leadership and managerial skills.

While an upgraded bargaining unit ~~the~~ employee is in a temporary appointment~~this position~~, they will continue to be represented by the Agreement and will receive appropriate overtime based on actual hours worked and perform other tasks as provided in Title 20.2 Miscellaneous – Bargaining Unit Work by Supervisors.

In recognition of the managerial responsibilities of the position, the Company provides the following guidance for compensation of a Union employee in this position:

### 1.15 Change of Classification Request

Delete Section 18.6

### 1.16 Demotion & Layoff - Lack of Qualifications

Modify 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 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.

### 1.17 Miscellaneous - Work Performed by Outside Contractors

Modify Section 20.1 (B) to read:

~~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. 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. Additionally, the Company shall furnish the Union with monthly reports regarding the use of outside contractors, and the nature and duration of the work being performed such temporary employment, including the name of the temporary employee, the nature of the work being performed and the commencement and duration of the employment.~~

### 1.18 Term of Agreement

Modify Article 21.1 to read:

This Agreement, having taken effect as of July 1, 1962 for physical and December 9, 1988 for office and clerical, and having thereafter been amended from time to time, shall continue in effect as further amended herein for the term of April 1, 2017~~2~~ to March 31, 2020~~4~~~~6~~, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term.

### 1.19 Base Pay Adjustment

To be provided at a later date

### 1.20 Medical Plans and Premium Cost Share

Modify Exhibit E, Section 1, first paragraph as follows:

Regular employees are eligible to participate in ~~one of three 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 PPO500 plan where employees pay twenty-five (25%) of the premium.; or~~
- B. ~~A HSA1500 plan where employees pay twenty percent (20%) of the premium; or~~
- C. ~~A HSA2500 plan where employees pay fifteen percent (15%) of the premium.~~

### 1.21 Cost Share – Dental Premiums

Modify Exhibit E, Section 3 as follows:

Regular employees are eligible to participate in a dental plan ~~paid for by the company and will pay fifteen percent (15%) of the premium.~~

### 1.22 Letter of Agreement #6 – Outside Contractors & Former Employees

Delete

### 1.23 Letter of Agreement #2014-1 – Benefits Agreement

Delete

### 1.24 Past Practices

All prior Past Practices that had been in effect during any previous CBA including the 2012-2016 CBA, are null and void at the expiration of the 2006-2016 contract and shall not be carried forward into any succeeding CBA.

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### 1.25 Amend or Change Proposals.

The Company reserves the right to add to, amend or change any of its proposals.

### 1.26 Tentative Agreement Acceptance and Ratification Support

The Union and Company Negotiating Committees will agree to recommend the ratification of the Tentative Agreement to those they represent.