

# *EnWin* UTILITIES AGREEMENT

BETWEEN



AND

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**THE INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
LOCAL 636**

**JANUARY 1, 2006 – DECEMBER 31, 2008**

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## COLLECTIVE AGREEMENT

BETWEEN:

***EnWin Utilities Ltd.***

hereinafter referred to as the "**Company**"

- and -

**LOCAL UNION NO. 636 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F. OF L. - C.I.O.**, employees of *EnWin Utilities*

hereinafter referred to as the "Employees" or the "Union"

WITNESSETH that in consideration of the premises and covenants of the Parties hereto hereinafter expressed, the Parties agree as follows:

### **ARTICLE 1 - RECOGNITION OF UNION**

- 1.01 The Company recognizes Local Union 636 of the International Brotherhood of Electrical Workers (IBEW) as the sole Bargaining Agent for all its employees who are members of the Bargaining Unit covered by this Agreement with the Company, save and except: Managers and/or Supervisors, persons above the rank of Supervisor, Professional Engineers, Accountants, Technical Analysts, Technical Support Analysts, Network Analysts, Web/E-Commerce Analysts, Business Analysts, System Support Analysts, Data Base Administrators, Human Resources Staff, Confidential Assistants to Senior Managers, Guards, students employed during the school vacation period and students on a cooperative work program. The Union is further recognized as the sole Bargaining Agent for any new classification that may be established or created within the Bargaining Unit during the life of this Agreement.
- 1.02 The Company shall provide the Union with advance notice in writing of all new Bargaining Unit and Non-Union/Non-Management classifications and/or jobs to be created during the term of this Agreement. The wages, hours of work and conditions of employment for said Bargaining Unit classifications shall be negotiated with the Union and mutually agreed upon at least thirty (30) days prior to their establishment (and become part of this Agreement) and before any employee is awarded the new job. Where an agreement on the wages, hours of work and/or condition of employment is not reached, the grievance procedure as set out hereafter in this Agreement may be utilized to resolve the issues in dispute.

- 103 This Agreement shall be binding upon the successors of the Parties hereto, in so far as it is within the power of the Parties hereto respectively to bind such successors, in the event that the Company is privatized, amalgamated, united, or otherwise joined with one or more municipalities and/or corporations.

## **ARTICLE 2 - UNION SECURITY CHECK OFF**

- 2.01 The Company agrees to employ (in the classifications governed by the terms of this Agreement), only members of the Union in good standing (subject to relevant statutory provisions) or those commencing employment who will apply for membership in the Union upon attainment of status as a Regular Employee (as defined herein).
- 2.02 The Company agrees to deduct each week from the wages of all employees in the Bargaining Unit, Union dues as directed by the Union. The Company shall forward the deductions to the Union, together with an alphabetical listing of names showing the amount deducted from each employee and all information used to determine this deduction - not later than the fifteenth (15<sup>th</sup>) day of the following month. The Union shall notify the Company, in writing, with at least thirty (30) days advance notice, of any changes in the amounts to be deducted. The Company also agrees to deduct and remit an amount equivalent to the Union initiation fee from each new employee upon the successful completion of their probationary period. The President or Secretary of the Union shall notify the Company, in writing, of the amount of such monthly dues to be deducted under this section and, from time to time, any changes in the amount thereof. Payroll deductions will not include any fines. Union dues will be included on the employee's T4 slip (for income tax purposes).
- 2.03 In consideration of the deduction and forwarding of union dues by the Company, the Union agrees to indemnify and save harmless the Company against any claim or liability arising out of or resulting from the collection and forwarding of regular monthly union dues or initiation fees.
- 2.04 Students employed in classified occupations will pay union dues during the period of their employment with the Company (but no initiation fee).
- 2.05 The Company shall notify the Chairperson and the Area Representative of the Union in writing immediately of the engagement of any new employee defining particulars of employment.

## **ARTICLE 3 - STRIKES AND LOCKOUTS**

During the term of this agreement the Union agrees that there shall be no

strikes and the Company agrees that there shall be no lockouts.

#### **ARTICLE 4 - MANAGERIAL RIGHTS**

- 4.01 The Union acknowledges that it is the function of the Company, subject to the terms and conditions of this Agreement, to hire, promote, demote, transfer employees, and also the right of the Company to discipline or discharge any employee for just cause, provided that such action may be the subject of a grievance, and dealt with as provided elsewhere in this Agreement.
- 4.02 The Union further recognizes the right of the Company to operate and manage its business in accordance with its commitments and responsibilities and the Company agrees that it will not exercise this right in a manner inconsistent with the provisions of this Agreement.
- 4.03 The Company shall have the right from time to time to make or alter rules and regulations which in its discretion are deemed necessary for the safe, continuous and efficient operation of its business, provided that no such rule or regulation shall be inconsistent with the terms of this Agreement.

#### **ARTICLE 5 - REPRESENTATION**

- 5.01 The Company shall provide the Union with a list of Managers who will deal with the Union's Labour Relations Committee. The Union shall provide the Company with a list of the members of the Labour Relations Committee, which may include a representative from the International Office of the I.B.E.W. and/or the Local Union Business Representative.
- (a) *In order to provide an orderly and speedy procedure for the settling of workplace disputes, the Company acknowledges the rights and duties of the formally appointed Union Stewards. The Union likewise acknowledges that the primary roles of all Stewards are as employees of the Company. In recognition of the balance between the responsibilities of Union Stewards to their Union and their Employer the parties hereby agree that Stewards shall be accorded a reasonable amount of time to resolve workplace issues and disputes. The parties further agree that no Steward shall abandon their employment duties without prior consent of their supervisor.*
- 5.02 Conferences between the Company and the Labour Relations Committee on matters which are properly the subject of negotiations shall be called when agreed upon. Matters to be discussed at any such conference shall be listed on an agenda to be supplied by the Party requesting the conference to the other Party at least five (5) working days prior to the day for which the conference is requested, unless otherwise arranged by the Parties.

- 5.03 The Company hereby agrees that it shall provide office space(s) with desk, chair, filing cabinet and phone for the union.
- 5.04 Conferences between the Company and the Union (excluding negotiations) will be convened during normal working hours and those in attendance will not suffer any loss of pay or overtime opportunity as a result of their participation in such proceedings.
- 5.05 During contract negotiations (which shall be held at a neutral venue) between the EnWin Utilities and the Union, the Parties shall share equally in the payment of wages for the members of the Union Bargaining Committee which shall not exceed four (4) members unless otherwise mutually agreed. Accordingly, the Union will be billed for their share for the wages of the members acting in this capacity - at their regular hourly rate with no additional burden assessed.

## **ARTICLE 6 - SENIORITY**

- 6.01 (a) Seniority shall be defined as the length of continuous service with the Company as a member of the Union within the Bargaining Unit covered by this Agreement.
- (b) *For a part-time employee seniority means the period of time an employee has been employed by the Company in any classification covered by this Agreement. Seniority shall be maintained and accumulated on the basis of hours worked as provided for in Article 6.06.*
- 6.02 In the event that the Company - either in whole or in part - changes its name, is privatized, merged, annexed, amalgamated, united or otherwise joined with one or more municipalities, utilities or corporations, all employees will be credited with full service recognition and shall enjoy all seniority rights conferred therein.
- 6.03 Seniority shall prevail in making promotions, transfers, awarding job postings, layoffs and recall following layoff; provided that qualifications and ability of the employee(s) are satisfactory.
- 6.04 (a) Any person employed outside the Bargaining Unit, who is subsequently hired into a Bargaining Unit position shall be recognized as a new employee and as such, begin to accumulate seniority upon appointment to the Bargaining Unit position.
- (b) Any employee who chooses to leave the Bargaining Unit for any reason for a period exceeding twelve (12) calendar months, may be returned to the Bargaining Unit, provided the Company agrees to their

return, but will lose his/her seniority in the Bargaining Unit for the purposes of layoff, recall, job postings, promotions and/or transfers. If the employee chooses to return to the Bargaining Unit, provided the Company agrees to their return, within the twelve (12) month period, he/she will retain their attained seniority as at the original date of transfer provided they have secured a withdrawal card from the Union.

- 6.05 Any employee who is injured or ill shall, upon recovery, be entitled to return to their former position without a loss of any seniority rights - provided that they are able to satisfy the requisite qualifications of their former position.
- 6.06 Any employee within the Bargaining Unit will lose their seniority and cease to be an employee only if he/she:
- i. Resigns voluntarily
  - ii. Retires
  - iii. Is discharged for just cause and the discharge is not reversed through the grievance procedure
  - iv. Fails to return to work within the terms of the recall after layoff clause
  - v. Exceeds a granted leave of absence (unless they provide a reasonable explanation to the Company) or uses the leave of absence for reasons other than originally intended
  - vi. Is laid off for a period of thirty-six (36) consecutive months or their length of service whichever is lesser
- 6.07 When an employee has been laid off and has returned to work under the provisions of the recall clause in this Agreement, their seniority shall be determined in accordance with this Article but shall not include any time on lay off.

## **ARTICLE 7 - EMPLOYEE CATEGORIES**

- 7.01 **Probationary Employee** - any employee hired into a position covered by this Collective Agreement, shall be considered probationary during their first ninety (90) working days. During this period of probation, the employee shall not be considered as having regular employment status and, as such, will not be afforded the rights, privileges and/or entitlements defined by this Agreement. The Company may dismiss a probationary employee for any reason, provided it does not act in bad faith and this shall constitute a lesser standard. Upon successful completion of the probationary period, an employee shall be recognized as a Regular Employee and the seniority of said employee will date back to the day on which employment first began.



Any employee working continuously for a period in excess of ninety (90) working days, shall be required to make application for membership in the Union (except as otherwise noted in Articles 7.04 & Article 7.05).

**Part-Time** - *New part-time employees will be considered on probation until they have accumulated six hundred thirty (630) working hours, equivalent to ninety (90) working days. Upon satisfactory completion of the probationary period, the employee will be credited with six hundred thirty (630) working hours seniority.*

7.02 **Regular Employees** - a Regular Employee as referred to, and recognized under the terms of this Agreement, is a permanent employee not classified as probationary, temporary, casual or excluded under the Recognition clause of this Agreement. These employees shall be hired into the classifications governed by this Agreement and entitled to the wages, benefits, rights and privileges defined herein.

7.03 **Part-Time Employees** when referred to in this Agreement, shall mean employees hired as Customer Services Representatives and regularly scheduled to work twenty-four (24) hours or less per weekly pay period. "Regularly scheduled" does not include hours worked while filling in on a temporary basis.

(a) *It is not the intention of the Company to create part-time employment at the expense of full-time employment. If it can be shown that one or more part-time employees are consistently working in excess of their regularly scheduled hours as defined above (excluding hours worked while filling in on a temporary basis due to the absence of a regular full-time and/or part-time employee), the Company will meet with the Union to review the facts and determine whether the status of any position(s) should be changed from part-time to full-time. In the event that the Union and the Company are unable to resolve any dispute to their mutual satisfaction, such issue may be referred to the grievance procedure,*

7.04 **Temporary/Casual Employees** - Temporary/Casual employees are hired for a limited (and well defined) period for positions in the Bargaining Unit for which no qualified Bargaining Unit members have applied.

(a) In situations where temporary employees are hired for the express purpose of replacing an absent employee, their term of employment shall be limited to the period of the absence in addition to required familiarization period(s).

(b) In situations where temporary employees are hired to address projects, their term of employment shall be limited by the duration of the project. (A project shall be defined as the creation, alteration or implementation

of processes, procedures or systems required by the Company wherein such work is expected to continue for a set period of time).

- (c) In situations where temporary employees are hired to address workload volumes, their term of employment shall not exceed six (6) months. Regular employees normally performing the work in question shall be offered an opportunity to work overtime prior to Temporary/Casual employees being hired.
- (d) Exceptions to these restrictions will be discussed between the Parties and subject to written mutual agreement. Persons so employed shall have no seniority, nor shall they be afforded any other rights or benefits prescribed by this Agreement. These employees shall not be considered probationary nor will they be required to become members of the Union.

7.05 **Students** - the Employer may hire students during vacation periods and/or on cooperative work programs, however, the term of their employment shall not exceed ninety (90) working days in any calendar year (unless otherwise agreed in writing between the Parties).

7.06 The use of **part-time**, temporary, seasonal, casual help and/or students shall not directly or indirectly cause a full time employee to be discharged, temporarily or permanently laid off, transferred to a lower paying classification, have their hours of work or rate of pay reduced or have their promotional opportunities impeded.

7.07 New employees hired into skilled or semi-skilled classifications as fully qualified, shall receive, upon commencing employment, not less than ninety-five per cent (95%) of the classification rate for their probationary period and the full classification rate thereafter.

## **ARTICLE 8 - JOB POSTING FOR CLASSIFICATION VACANCIES**

8.01 (a) The Company shall notify the Area Representative of the Union in writing of any vacancy occurring within the classifications listed in this Agreement. Notice of the vacancy shall be posted for a minimum of five (5) working days and such posting is to extend to Tuesday of the next following week.

(b) Applications will be accepted only on forms provided by the Company. The notice shall contain the following:

- (i) description of the position
- (ii) qualifications, required knowledge and education

- (iii) duties, hours of work and hourly wage rate
  - (iv) date of issue and closing
  - (v) direction as to how applications will be received
- (c) It shall be optional for the Company to consider applications from Apprentices or from employees who have served less than one year in their respective trade as a journeyman. It shall likewise be optional for the Company to consider applicants for semi-skilled classifications from employees in other semi-skilled positions who are Apprentices or have served less than six (6) months as fully qualified. It is understood that the Company may refuse to consider the application of an employee (for a job vacancy in a classification at the same or lesser skill level as their current position), who has already posted (and transferred) into another position (of the same or lesser skill level) and has been in that position for a period of less than nine (9) months. However, should the advertised vacancy be in a classification at a higher rate of pay than their current position, the terms defined herein shall not be applicable (in order to ensure that upward mobility is not impaired). Management may likewise refuse to consider the application (for a vacancy in a temporary position) of anyone who is currently filling a vacancy on a temporary basis. Applications may be accepted from employees who have not completed their probationary period and who have not been placed on the regular staff.

*For the purposes of this Article, part-time employees may submit an application for a posted full time vacancy, but shall be considered for said vacancy only if there is no successful full time applicant. If the part-time employee is the successful applicant, they shall receive seniority credit for their part-time hours on the basis of one (7) year being equal to one thousand eight hundred twenty (7820) hours.*

- (d) This job posting procedure shall apply only to the filling of the initial opening and the opening created by the move of the successful applicant.
- (e) The Company shall notify the Union in writing of the names of the applicants and the accepted employee, if any, before the appointment is awarded. Notice of accepted applicant to be posted on the bulletin board within a reasonable time.
- (f) If the Union wishes to discuss the applicants, it shall notify Management within two (2) working days of the receipt of the above notice.
- (g) Any employee who is on scheduled vacation (not exceeding three (3)

weeks) when a vacancy is posted shall be entitled to make application for such vacancy within two (2) working days after their return from such vacation.

- (h) Where the academic requirements for the posted vacancy is secondary or post secondary school, applications will be considered from the employees who do not meet the academic qualifications provided the employee proves they can attain the posted educational qualification within nine (9) months of date of transfer. This time limit may be extended where courses are not immediately available or in extenuating circumstances.
- (i) Employees assigned to classifications that require serving an Apprenticeship will have a probation period of thirty (30) days worked wherein they may elect to revert to their former classification but nothing in this clause will prevent their re-assignment to their former classification with respect to a skilled employee within ninety (90) days worked and with respect to a semi-skilled employee within forty-five (45) days worked, if in the opinion of Management personnel, they are unlikely to perform their new duties acceptably.

During the probationary periods defined herein, it is understood and agreed that Management will meet with these employees to review and discuss their performance and progress on an ongoing basis. A written assessment of any evaluation will be provided to the employee within twenty (20) days worked after posting into a new classification. Thereafter, similar reports shall be completed on a three (3) month schedule during the remainder of the Apprenticeship period. Should any problems or concerns arise during this period, they will be identified and brought to the attention of the employee immediately. In the event that a progression is to be withheld and/or extended (for non-disciplinary reasons), the respective J.A.T.C. shall be notified in writing and will - at the earliest opportunity thereafter - convene a meeting of the full J.A.T.C. with Management to discuss the merits of the case prior to the implementation of any such action.

- (j) Employees assigned to classifications which are not identified in (i) above will have a probation period of twenty (20) days worked wherein they may elect to revert to their former position but nothing in this clause will prevent their re-assignment to their former classification if in the opinion of management personnel, they are unlikely to perform their new duties acceptably.
- (k) Should manpower projections or requirements change, or if the initial successful applicant for a posted position fails to remain in the position for thirty (30) working days for whatever reason, management may forego reposting of the position and accept the next qualified senior

applicant or failing any such applicant, a new employee may be hired.

- (l) In the event that the successful applicant for a posted position is not transferred to the posted position within four (4) weeks of acceptance by the applicant to the position, then the applicant will receive the applicable rate of the posted position or the rate of the current position whichever is greater. In determining the four (4) week period, leaves of absence, vacation, sick leave and lost time due to compensable injury will be excluded from the calculation of the four (4) week time period. The length of any Apprenticeship or probation will continue to be based on the actual date of transfer and will not be affected by a pay rate change implemented under this clause.
- (m) When a temporary vacancy occurs in the classifications covered by this Agreement, such vacancy shall be posted on the Bulletin Boards not later than three (3) weeks from the start of said vacancy, except where said vacancy is predetermined to be longer than three (3) weeks in which case, it shall be posted immediately, and the Area Representative of the Union shall be notified in writing provided it is necessary to have a replacement for the absent person. The vacancy will be filled within four (4) weeks of the posting until the absent employee resumes their duties or until it becomes apparent that they will not be able to resume them. Management may refuse to consider the application (for a vacancy in a temporary position) from anyone who is currently filling a vacancy on a temporary basis.

8.02 In the event that a vacancy is not filled, or it is filled for reasons other than seniority, the Union will be given an explanation in writing.

8.03 The Company agrees to give employees an opportunity to express their interest in project work (as defined in Article 7.03 (b)), when available, while the Union recognizes that the selection of employees for projects is based solely on management discretion. The Company further agrees to notify the Union of projects, their scope and expected duration when they involve Bargaining Unit members.

8.04 Notwithstanding 8.01 (m), when temporary relief is required for a full-time employee in the classification of Customer Service Representative who is off on sick leave, W.S.I.B., maternity/parental leave or personal leave, the position will first be offered to the senior qualified union part-time employee.

## **ARTICLE 9 -CLASSIFICATION TRANSFER**

9.01 Permanent transfer by application.

- (a) **Transfer from a skilled classification to a skilled classification:**

Skilled employees transferred to another skilled classification shall be deemed to be Apprentices and shall be given a minimum of two (2) years credit provided their training period to full classification status will not exceed two (2) years. Should employees require a training period in excess of two (2) years to obtain full classification status they shall be granted two (2) years credit for wage rate only.

(b) **Transfer from a skilled classification to a semi-skilled classification:**

Skilled employees transferred to a semi-skilled classification shall be paid the wage rate of the classification to which they are transferred.

(c) **Transfer from a semi-skilled classification or a classification without an Apprenticeship to a skilled classification:**

Such employees transferred to a skilled classification shall be deemed to be Apprentices.

(d) **Transfer from a semi-skilled to a semi-skilled classification:**

Semi-skilled employees transferred to another semi-skilled classification shall be deemed to be Apprentices and shall be given minimum credits for fifty per cent (50%) of their training period.

(e) **Transfer from a classification without an Apprenticeship to a semi-skilled classification:**

Employees transferring to a semi-skilled classification shall be deemed to be Apprentices.

(f) Credits may be granted for previous training or experience at the beginning of the Apprenticeship.

(g) **Transfer from any classification to a classification that does not require an Apprenticeship:**

Employees transferred to a classification that does not require an Apprenticeship shall receive the minimum applicable rate of the classification that provides for a pay increase, if available.

## 9.02 **TRANSFER - TEMPORARY**

- (a) Employees temporarily transferred to a Bargaining Unit classification carrying a higher wage rate shall be paid at a higher rate, *provided however, such transfer is for one (1) full day or more. The rate of pay shall be at the same percentage that the employee holds in their substantive position.*

In order to qualify for payment at the final/end rate of the higher paid classification the transferred employee must be fully qualified and competent to perform the duties of the classification. In the event that a transferred employee is not fully qualified - but is capable of performing the essential duties of the job - they shall be paid: ninety five percent **(95%)** of the higher rate (or at their present rate - whichever is higher) if temporarily transferring from a skilled position to a skilled position or; ninety percent (90%) of the higher rate (or at their present rate - whichever is higher) if temporarily transferring from a semi-skilled position to a skilled position.

*In cases of temporary transfers to classifications with Apprenticeships when the transferred employee is not fully qualified - but is capable of performing the essential duties of the job, - they shall be paid: ninety five percent (95%) of the higher rate (or at their present rate, - whichever is higher) if temporarily transferring from a skilled position to a skilled position or; ninety percent (90%) of the higher rate (or at their present rate, whichever is higher) if temporarily transferring from a semi-skilled position to a skilled position. Any employee transferred who is not fully qualified in the work of the classification shall only be held accountable for the work to the extent that they are qualified.*

- (b) *In the event of an employee being temporarily transferred to a classification with a lower wage rate, they shall continue to be paid at their regular rate.*

*This clause shall not apply in cases of demotion as a result of job performance or disciplinary action wherein the lower rate shall be applicable.*

- (c) *When a need for a temporary transfer arises in a Bargaining Unit position that carries a leadership role, the opportunity to fill the temporary transfer shall be offered to the most senior qualified employee in the department.*
- (d) *It is understood that temporary transfers shall not exceed thirty (30) working days without the written consent of the Union.*

### 9.03 **SURPLUSTRANSFER**

- (a) Should an employee's job be declared surplus, the Company will make every effort to place such employees in a classification carrying a comparative wage rate. If this cannot be done, such employee, will be red circled at the former classification wage rate or subject to possession of necessary skills, ability and seniority, shall be entitled to exercise bumping privileges.

- (b) An employee who exercises bumping privileges into a lower paid classification will receive the wage rate of *that classification*.
- (c) Employees surplus transferred in accordance with the above shall be afforded the opportunity of returning to their former department, if a vacancy occurs within two **(2)** years from date of transfer. Seniority will be the deciding factor in all returns provided employees are capable of performing the required duties. Still, the employee may be required to serve a familiarization period of one (1) month upon return and may, subsequent to acceptance in the position, be required to upgrade their skills in the position.

**ARTICLE 10 - TEMPORARY SUBSTITUTION**

An employee temporarily assigned to classification of a Supervisory position for a period of two (2) hours or more shall be paid an hourly rate of **10%** above the highest rate they supervise while acting in that capacity.

**ARTICLE 11 - APPRENTICE**

**11.01** An Apprentice shall be a current employee transferred or a new employee hired to a skilled or semi-skilled classification for training leading to full classification status and wage rate.

**1 102** A current employee transferred to a skilled classification will have a training period of four **(4)** years and shall be paid the following percentages of the rate of the classification to which they have been transferred for training or the Labourer's rate, whichever is greater:

<b>1<sup>st</sup> year</b>	<b>- 80%</b>	<b>3<sup>rd</sup> year</b>	<b>- 90%</b>
<b>2<sup>nd</sup> year</b>	<b>- 85%</b>	<b>4<sup>th</sup> year</b>	<b>- 95%</b>

**Thereafter 100% of the classification rate**

**11.03** A new employee hired to a skilled classification will have a training period of four **(4)** years and shall be paid the following rates:

- 1<sup>st</sup> six months 70% of the classification rate**
- 2<sup>nd</sup> six months 75%**
- 3<sup>rd</sup> six months 80%**
- 4<sup>th</sup> six months 85%**



**3<sup>rd</sup> year 90%**

**4<sup>th</sup> year 95%**

Thereafter **100%** of the classification rate

1 04 An Apprentice to a semi-skilled classification with a one (1) year training period shall be paid the following rates:

**1<sup>st</sup> six months - Labourer's rate**

**2<sup>nd</sup> six months-** Labourer's rate plus fifty percent (50%) of the difference between the Labourer's rate and the rate of the classification to which the employee has been transferred

AND

Thereafter - the full classification rate

11.05 An Apprentice to a semi-skilled classification with a two (2) year training period shall be paid the Labourer's rate or the following percentages of the classification rate whichever is greater:

**1<sup>st</sup> six months - 90%**

**2<sup>nd</sup> six months - 92.5%**

**3<sup>rd</sup> six months - 95%**

**4<sup>th</sup> six months - 97.5%**

Thereafter - **100%**

11.06 Training credits may be granted to an Apprentice for previous training or experience in the work of the classification to which they are assigned for training at the beginning of the Apprenticeship.

11.07 The Union and the Company agree to establish (and maintain) a Joint Apprenticeship Training Committee.

## ARTICLE 12 • TRAINING

12.01 *The Parties acknowledge that each year of Apprenticeships are deemed by the regulatory bodies to be two thousand (2000) hours in length. For the purposes of Article 11, all references to monthly/annual progressions shall be pro-rated based on the "hours" requirements set out by the regulatory body.*

12.02 The Company will continue to provide apprenticeship training to all employees progressing through skilled and/or semi-skilled trades programs. Such training will be provided with the full cost being paid by the Company. However, in the event that an employee does not successfully complete the requisite training program in any year of their apprenticeship the tuition/enrolment costs incurred by the Company (for that training program) must be reimbursed by the Employee. Any such reimbursement will be paid through payroll deduction over a six (6) month period following the program. During the apprenticeship period the employee will continue to be paid by the Company in accordance with the schedule in this agreement. At no time, will any employee in an apprenticeship program suffer any loss in wages, benefits or other entitlements as a result of their enrolment and participation in any such program.

### **ARTICLE 13 - LAY OFF & RECALL**

- 13.01 (a) For the purposes of this Collective Agreement, a "lay off" will be defined as a reduction in the workforce which results in a displacement of employee(s), a reduction in their regular hours and/or a loss of employment. Such a lay off shall be deemed indefinite if any employee(s) is laid off for a period of more than twenty (20) working days and temporary if for a period of up to twenty (20) working days. In such circumstances, affected employees shall have the right to: accept the layoff and retain their recall rights or exercise their bumping rights. Employees subject to indefinite lay off shall also have the opportunity to accept a VEP as described hereafter.
- (b) Should it become necessary to reduce the workforce within a classification, employees shall be laid off in reverse order seniority and any employee so affected shall then exercise his or her seniority in the following manner:

Within any classification, for which they are qualified and in which junior employees are working. For purposes of this clause, Apprentices are deemed to be in a separate classification from journeymen.

***Customer Service Representatives:*** When the Company deems it necessary to lay-off Customer Service Representatives, part-time employees will first be laid off in reverse order of seniority. Any employee so affected, and who chooses to exercise their bumping rights shall be able to bump a less senior employee shall do so in the following manner and it is agreed and understood that no part-time employee, regardless of seniority, will be allowed to bump a full-time employee.

- (c) Employees who have been laid off shall be recalled in order of seniority and may be eligible to fill a vacancy in classification higher than their former position provided they have the necessary qualifications. Still, the employee may be required to serve a familiarization period of one **(1)** month upon return and may, subsequent to acceptance in the position, be required to upgrade their skills in the new classification.
- 13.02 (a) No member of the Bargaining Unit shall be laid off if any other employment for such member is available with the Company. Management will discuss with the Union, any Contemplated reduction in staff prior to such becoming effective. In the event that a reduction of staff does occur - probationary and/or temporary employees, contractors and/or any other persons who are not full time permanent employees (who are performing the work in question) shall be released before any bargaining unit employee is laid off.
- (b) Should such a lay off be deemed indefinite, the Company shall provide any employee(s) so affected written notification of same at least sixty (60) working days in advance of the effective date of said lay off (or payment in lieu thereof). A copy of said notice will be forwarded to the Union. If however, the lay off is temporary (i.e. for a period of up to twenty (20) working days); the Company shall provide any employee(s) so affected written notification of same at least ten **(10)** working days in advance of the effective date of said lay off (or payment in lieu thereof). A copy of said notice will be forwarded to the Union.
- (c) Within thirty-six (36) months of accepting a lay-off an employee shall be recalled for a vacancy for which they are qualified. The employee(s) shall be advised of the Company's intentions by registered mail bearing a "return if not delivered in ten **(10)** days" notice to the last known address of the employee. The employee affected shall notify the Company by registered mail of any change in address. Failure of the employee, to whom the notice is mailed, to receive and respond to the notice within the time specified will terminate any obligation on the part of the Company. The Business Representative of the Union will be notified when an employee has been advised to return to work.
- (d) A laid off employee who bumps or is recalled into another position shall have the opportunity (prior to the vacancy being posted pursuant to Article 8) to be re-instated to their original classification if a vacancy becomes available within twelve (12) months of the displacement.
- 13.03 **Early Retirement Incentives (ERI)** - In order to minimize the potential for lay offs should a reduction in the workforce be contemplated by the Employer prior to issuing any layoff notice(s), the Employer will first offer an **ERI** to a

sufficient number of employees who are eligible for early retirement under OMERS within the classification(s) affected. Such offers will be made to all eligible employees in the affected classification(s) and awarded on the basis of seniority to the extent that the maximum number of employees within the classification(s) who would otherwise have received lay off notices. Any employee accepting an early retirement incentive shall receive (following completion of their last day of work) a retirement allowance equal to two (2) weeks normal gross weekly earnings for each year of continuous service plus a pro rated amount for any additional partial year of service to a maximum of twenty six (26) weeks normal gross weekly earnings.

13.04 **Voluntary Exit Program (VEP)** - In the event that a permanent/indefinite staff reduction does occur (for any reason whatsoever), any employee(s) removed from the active payroll who has a minimum of five (5) years seniority shall receive a Voluntary Exit Allowance in accordance with the following:

1. Any and all employees so affected shall be given an opportunity to accept a voluntary exit package or retain their rights to recall in accordance with the terms defined by the Collective Agreement. An employee will only be entitled to choose one of these options.
2. Any employee who accepts a Voluntary Exit package will receive (following the completion of their last day of work) an allowance equivalent to two (2) weeks normal gross weekly earnings for each year of service plus a prorated amount of any additional year of employment to a maximum of twenty six (26) weeks normal gross weekly earnings.
3. As part of their retraining program, any employee accepting a Voluntary Exit package will, on production of receipts from an approved educational program, also be entitled to reimbursement for tuition fees (in accordance with the Company's tuition refund program) - for a period of twelve (12) months following the effective date of their layoff.
4. Upon acceptance of the allowances defined herein, the employment relationship between the employee and the Employer shall terminate.

13.05 Technological change shall mean "the introduction of equipment or material of a different nature or kind from that previously used by the Company, together with a change in the manner in which the Company carries on its operations that is directly related to the introduction of that equipment or material".

13.06 Where new or different skills are required than are already possessed by the affected employees as a result of a technological change, such employees

shall, at the expense of the Company, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which they may acquire the necessary skills required.

- 13.07 An Employee who becomes redundant or is displaced from their job as a result of technological change shall have an opportunity to fill any vacancy for which they have seniority and which they are able to perform, and if there is no vacancy, shall have the right to displace employees with less seniority provided they are able to perform the job of the employee to be so displaced.
- 13.08 No member of the Bargaining Unit shall be dismissed, indefinitely and/or temporarily laid off or have their normal hours of work or rate of pay reduced, or transferred prior to being given an opportunity to displace another employee with less seniority due to technological changes in procedures.

#### **ARTICLE 14 - DISCIPLINARY ACTION/SUSPENSION**

- 14.01 When an employee is directed to appear before Management for reprimand, disciplinary action, suspension and/or discharge, the Union Steward will be notified at least one (1) working day prior to the appearance of the reason, and be invited to attend. If a representative of the Union is not notified, any action taken will not be considered a matter of record. A memorandum of such proceeding shall be submitted to the Union's Business Representative in writing within three (3) days of the meeting.
- 14.02 Any document or written statement related to a disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after two (2) years have elapsed since the disciplinary action was taken, provided that no further related disciplinary action has been recorded during this period.
- 14.03 No employee covered by this Agreement shall be disciplined or discharged except for just cause. Any suspended employee shall have the right to the grievance procedure and if exonerated shall be reimbursed for lost time, wages and benefits to which they would otherwise be entitled under this Collective Agreement.
- 14.04 Letters pertaining to ability and attendance will not be considered to be letters of reprimand and will remain indefinitely in the personnel file.

#### **ARTICLE 15 - GRIEVANCE PROCEDURES**

- 15.01 For the purpose of this agreement, a grievance is defined as a dispute, claim or complaint involving the interpretation or application of the provisions of this agreement.

- i. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.
- ii. Where a grievance arises as a result of a discharge, the Union may present such grievance on behalf of the employee directly to the final step of the grievance procedure
- iii. An employee shall have the right to be accompanied by a representative of the Union at any and all times during the grievance procedure
- iv. The time limits defined herein may be extended upon (written) mutual agreement between the Parties
- v. Grievances arising under this agreement shall be adjusted and settled as follows:

**STEP 1:**

The aggrieved employee shall present his/her grievance orally to his/her immediate supervisor and a sincere effort shall be made to resolve the complaint. If a settlement satisfactory to the employee concerned is not reached within five (5) working days after the grievance has been presented by him/her, the said employee then may present his/her grievance as follows at any time within two (2) working days thereafter.

**STEP 2:**

The aggrieved employee then may submit his/her grievance in writing to their immediate supervisor and may have the assistance of a representative of the Union. The written grievance shall specify the matter complained of, the parts of the agreement alleged to be violated and, in the event of a satisfactory settlement not being reached, the supervisor shall deal with the grievance and give their answer (in writing) to the Union within five (5) working days after the day upon which they received the grievance.

**STEP 3:**

If the decision of the supervisor is not satisfactory to the Union, the matter may be referred in writing to the next level of management within two (2) working days. The manager shall, within five (5) working days following the day upon which they received the grievance, meet with the Union in an effort to satisfactorily resolve the issues in dispute. They shall give their written response to the grievance

**STEP 4:**

If the decision of the manager is not satisfactory to the Union, the matter may be referred to the Vice-president responsible for Human Resources within two (2) working days. The Vice-president responsible for Human Resources shall, within five (5) working days following the day upon which they received the grievance, meet with the Union in an effort to satisfactorily resolve the issues in dispute and give their written response to the grievance

**STEP 5:**

If final settlement of the grievance is not reached within ten (10) working days of such meeting, the grievance may be referred within the subsequent ten (10) working days, but not later, by either party to arbitration.

- 15.02 Notwithstanding the foregoing provisions of the Article, the Parties hereto may, in substitution for the above procedures, agree in writing to appoint one (1) arbitrator satisfactory to both Parties. In such a case, this sole arbitration shall have the same jurisdiction, power and authority as has been given to the Arbitration Board by the foregoing terms.
- 15.03 Either party may file a Policy and/or Group Grievance by issuing notice to the other party (in writing) within five (5) working days of learning of the occurrence giving rise to said grievance outlining the cause and redress sought. Any such grievance will be filed directly with the Vice President responsible for Human Resources and settled within five (5) working days thereafter. Should satisfactory settlement not be made, the dissatisfied party may seek resolution through arbitration within the ten (10) subsequent working days. Union Policy Grievances may not be substituted for individual grievances.
- 15.04 Should the grievor fail to process the grievance within the times specified, the grievance shall thereupon become null and void and if the Company should fail to process the grievance within the times herein specified, the grievor and/or the Union may within the timeframes specified, refer the grievance to the next step in this process.
- 15.05 The jurisdiction of the Board of Arbitration shall be limited to the settlement of all differences between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable. All decisions shall be final and binding in the manner prescribed by the Labour Relations Act. Each party shall bear the expense of its nominee to the Arbitration Board and shall equally share the expenses of the Chair.
- 15.06 Any employee discharged, disciplined or penalized for any alleged violation of Company rules shall have the right to lodge a grievance in the manner and to the extent herein provided. The Company may dismiss a probationary employee for any reason provided it does not act in bad faith and this shall

constitute a lesser standard for purposes of the Labour Relations Act.

## **ARTICLE 16 - WORKING HOURS**

- 16.01 The normal work week for non-shift employees shall be Monday through Friday (*inclusive*). The normal working day shall consist of seven (7), seven and one half (7 ½) or eight (8) hours (as outlined in Schedule A) to be worked between 6:00 a.m. and 6:00 p.m. The Company agrees that hours of work shall be consecutive, no split shifts and exclusive of an unpaid meal break each day. By mutual agreement, on a departmental basis, the meal period may be paid and/or of a shorter duration. These hours of work may be subject to change, but only by mutual agreement between the Union and the Company.
- 16.02 Shift workers are those employees regularly scheduled to work in shifts, either overlapping, two or three shift operations. Shift employees may be required to work Saturdays, Sundays or Holidays as part of their regular schedule. Rest days for shift employees shall be consecutive. These hours of work may be subject to change, but only by mutual agreement between the Union and the Company. The creation or establishment of any classification deemed subject to the terms and conditions of this clause shall first be discussed with the Union thirty (30) working days prior to any such implementation.

### **Customer Service Representatives: Part-time**

- (a) *The regularly scheduled hours of work shall be no more than twenty-four (24) per week Monday to Friday inclusive.*
- (b) *The Employer agrees that, except by mutual agreement, work schedules will provide for a period of at least twelve (12) hours between scheduled shifts.*
- (c) *It is agreed that the Employer will post work schedules for part-time employees two (2) weeks in advance.*
- (d) *It is further agreed that the above provisions will be in effect save and except for staffing shortages beyond the Employer's control.*
- (e) *If a part-time employee is given less than twenty-four (24) hours notice of a change in his/her schedule, or hours of work (except as a result of any other employee's absence), he/she shall be paid two times (2x's) their regular hourly rate for all hours worked on the changed shift unless the change is by mutual consent. This clause has no application to*



*Article 19.02.*

- 16.03 It is agreed that the schedules in effect on January 1, 2002, shall remain in effect for all employees. In the event that the Company chooses to change these schedules, the Union shall be given a minimum thirty (30) working days notice and well-defined valid business reasons for the change.

**ARTICLE 17 - TIME ALLOWANCE FOR CLEAN UP AND REST PERIOD**

- 17.01 Operational employees shall be granted ten (10) minutes clean-up time before meal break and before quitting time.
- 17.02 Operational employees shall be granted ten (10) minutes between start time and meal break and ten (10) minutes between meal break and quitting time for the purpose of a rest period.
- 17.03 Office/Clerical and Technical Employees shall be granted fifteen (15) minutes between start time and meal break and fifteen (15) minutes between meal break and quitting time for the purpose of a rest period.
- 17.04 a) ***Part-time:*** *Employees working a seven (7) hour shift shall be granted fifteen (15) minutes between start time and meal break and fifteen (15) minutes between meal break and quitting time for the purpose of a rest break.*
- b) *Employees working other than a seven (7) hour shift shall be granted fifteen (15) minutes after each four (4) hours of work for the purpose of a rest break provided the employee is scheduled to work more than 4 hours.*

**ARTICLE 18 - SHIFT PREMIUM**

- 18.01 All shift workers shall be paid a premium of one dollar *and ten cents* (\$1.10) per hour for all hours worked between the hours of 4:00 p.m. and midnight and one dollar and *twenty cents* (\$1.20) per hour for all hours worked between the hours of 12 midnight and 8:00 a.m. provided the time worked in these periods exceeds one (1) hour. These premiums shall also apply to any employee whose normally scheduled shift commences at twelve (12) noon or later, or ends at twelve (12) noon or earlier.
- 18.02 Employees who work normally scheduled shifts on Saturday or Sunday shall receive a weekend shift premium of *two dollars and five cents* (\$2.05) for all hours worked on Saturdays and Sundays in addition to the shift premium under clause 18.01 hereof, if any.
- 18.03 Shift premiums under clauses 18.01 and 18.02 hereof shall not be payable if

overtime rates are in effect.

## **ARTICLE 19 - OVERTIME**

19.01 All *full-time* employees shall be paid two **(2)** times the standard hourly rate for all hours worked in excess of their scheduled daily hours, and for all hours worked on their scheduled days off and Paid Holidays.

### **Customer Service Representatives: Part Time**

(a) *The Employer shall pay time two times (2x's) the standard hourly rate of pay for all hours worked in excess of seven (7) hours in any one day.*

*The Employer shall also pay time two times (2x's) the standard hourly rate of pay for all approved time worked in excess of thirty-five (35) hours in any work week.*

b) **A part-time employee who reports for work for which they are scheduled or called in for, but for whom no work is available, shall be paid a minimum of four (4) hours time at their regular rate of pay.**

19.02 Recognizing and respecting the need to allocate overtime assignments as equitably as possible among the employees normally performing the work for which overtime premiums are being paid, the opportunity for any such work will (whenever reasonably practicable) be distributed on a rotational basis within the Department. This will not apply where continuity of work is involved and in no event will this clause be construed to mean equalization of overtime.

In order to ensure that the available overtime opportunities are afforded to all employees in a fair and consistent manner, a list will be posted in each respective Department with the names and total hours charged to each employee. This list will be updated by the Company on the next normal working day following the day that the overtime work has arisen. The list will be adjusted to ensure that those with the lowest number of hours will be moved up accordingly.

19.03 If an employee works more than four **(4)** hours in the eight (8) hour period immediately preceding the commencement of their regularly scheduled shift, they shall be allowed time off with pay at their regular rate, equivalent to two **(2)** times the time worked in excess of four **(4)** hours in the said eight (8) hour period before reporting for work on that regularly scheduled shift, save and except when the employee is prescheduled to fill a vacancy on the shift immediately prior to their regularly scheduled shift. Should the allowed time off be two (2) hours or less the employee shall have the option of taking the

time at the beginning or prior to the end of that shift.

(The parties agree that in this clause "prescheduled" shall mean giving the employee who fills the vacancy the same notice as Management Personnel received from the employee scheduled for that shift.)

- 19.04 Management will give four (4) hours notice of overtime whenever it is possible.
- 19.05 All employees shall have the option at the conclusion of working overtime to request time off in lieu of cash payment of the overtime worked. Time off shall be credited to the employee at a minimum of one (1) hour increments at a rate of one and one-half (1½) times the number of hours worked. Time in lieu may be banked, not to exceed a period equal to the employee's normal work week and must be taken by March 31 of the following year. Requests for use of Lieu Time will not be unreasonably withheld, but will be subject to approval by Management and restricted by the respective Departmental policies governing the scheduling of vacations. Any unused Lieu Time as of March 31 in any year will be paid out at two (2) times their normal rate.
- 19.06 When an employee is scheduled to work planned overtime, and such work is subsequently cancelled, the employee shall be paid four (4) hours at their regular rates unless the employee is notified of the cancellation prior to the scheduled commencement of such work.
- 19.07 When a shift worker voluntarily agrees to work additional time to relieve another employee, the overtime rates shall not apply. All substitution must be authorized in advance.

## **ARTICLE 20 - CALL OUT**

- 20.01 Employees who are called out to meet emergent conditions shall be paid a minimum of four (4) hours at regular rate, provided such working time is not contiguous to the normal hours of work.
- 20.02 (a) Employees provided with pagers to respond to after hours calls shall be paid a Stand-By allowance that is the same as the shift and weekend premiums outlined in Article 18.
- (b) Employees assigned to Stand-By may make mutual changes to their Stand-By schedule provided they notify their supervisor in advance of the change.
- (c) Work performed as a result of a call while on Stand-By shall be compensated as follows:
- (i) Work which is performed from home will attract double time pay

with a minimum fifteen (15) minutes from the time of call to a maximum of one-half (½) hour in a twelve (12) hour period.

- (ii) Work which is required to be performed from the office will attract double time pay with a minimum of two (2) hours from the time of the call.

20.03 Pay for call-out overtime shall be continuous from the time of call-out to the time when the employee involved is dismissed provided the period of time from call-out to the time of reporting for work is not excessive.

### **ARTICLE 21 - MEAL ALLOWANCES**

21.01 The Company shall pay a meal allowance of ten dollars (\$10.00), through payroll in a non-taxable manner, after an employee has completed two (2) hours but **less** than three (3) hours overtime work contiguous to **prescheduled** hours. (It is understood that in the case of overtime **prescheduled** shall be defined as a minimum of one (1) day's notice). The time required to consume such food shall not be considered part of the overtime period.

21.02 If the overtime work of an employee exceeds three (3) hours, the employee shall be allowed one-half (½) hour to consume such food and such time shall be considered part of the overtime worked; and thereafter a meal allowance of ten dollars (\$10.00) shall be granted for each completed four (4) hours of overtime on the same basis.

21.03 In the case of call-out overtime the Company shall pay a meal allowance as in Article 21.01 and 21.02 when an employee has started and completed four (4) hours overtime work and every four (4) hours thereafter.

21.04 If a shift employee who is called out to replace an employee is not given at least two (2) hours notice to report for work under this clause, the employee called out shall receive a meal allowance.

### **ARTICLE 22 - ABSENCE FROM DUTY**

Employees covered by this Agreement shall not absent themselves from duty otherwise than provided in the Sick Leave Clause without first obtaining permission from Management.

### **ARTICLE 23 - LEAVE OF ABSENCE WITHOUT PAY**

23.01 Employees may be granted a leave of absence for personal reasons provided they do not engage in gainful employment (except for the **IBEW**) and subject

to the following conditions:

- (a) The Company shall pay its normal share of fringe benefits, "Life Insurance and Group Health Insurance Plans", for an employee for periods of granted leave of absence for ten (10) days only in any calendar year.
- (b) The employee shall pay the total normal cost of fringe benefits noted above for periods of granted leave of absence in excess of ten (10) days in any calendar year. The costs of these shall be calculated and recovered in January of each year (for the preceding year) *when the leaves taken have been in blocks of less than ten (10) days. The costs shall be prepaid by the employee prior to the first business day of each month of the leave when the leave is taken in blocks of ten (10) days or more.* Such recovery shall not exceed ten percent (10%) of gross pay without the consent of the employee.
- (c) Employees may (at the discretion of Management) be granted a leave of absence without pay before their vacation time and/or lieu day privileges have been exhausted, provided that such time has been scheduled (and approved).

23.02 **Union Leave** - The Company shall grant those elected Representatives of the Union, who so require, leaves of absence to attend to Union Business. The Union will provide the Company with at least two weeks advance written notification of any scheduled meetings. In such circumstances, those in attendance will continue to be paid their full normal wages by the Company during such proceedings. Accordingly, for those days spent on Union business, the Union will be billed for the wages of the members acting in this capacity - at their regular hourly rate with no additional burden assessed.

#### **ARTICLE 24 - MATERNITY/PARENTAL LEAVE**

The Company shall grant Maternity/Parental Leave without pay in accordance with the provisions of relevant statutory obligations. Employees on such leave shall continue to accrue seniority for the period of absence and shall be entitled to the job they vacated along with any associated benefits upon their return provided such position exists upon their return. Should their former position no longer exist, the employee shall be reinstated to a comparable position. In this case, the employee shall be entitled to the greater of the rate of pay of their former position or their new position.

#### **ARTICLE 25 - BEREAVEMENT LEAVE**

25.01 Bereavement Leave is intended to grant an employee up to a maximum of

three (3) working days absence from work with pay immediately following the date of death, and not extending beyond the date of the funeral of a member of their immediate family except in the case of a spouse or child wherein the maximum is four (4) days to make funeral arrangements and to attend the funeral. The day following the funeral would be a consideration where extensive travel time is involved, if the employee is the executor and must carry out these duties on the day following the funeral or in cases where religious observances require burial to take place within twenty-four (24) hours of death. In the event the death occurs during the employee's vacation, or on a paid holiday they will be entitled to an extension of their vacation equal to the time they would have been granted had they not been on vacation.

Immediate family is defined as the employee's **Spouse, Children, Stepchildren, Grandchildren, Brothers/Sisters (including Step-Brothers/Step-Sisters), Brothers-in-law, Sisters-in-law, Son-in-law, Daughter-in-law, Parents (including Step-parents), Father-in-law, Mother-in-law and Grandparents.**

Should the employee be unable to attend the funeral they may be granted one day paid leave immediately following the date of death.

Bereavement Leave will not be granted to employees when they are on Leave of Absence, their regular day(s) off or when off due to illness or accident.

25.02 In the event of the death of any other relative, time off with pay may be granted not to exceed one (1) day.

25.03 In the event of the death of a member of the staff (current or retired) time off with pay may be granted not to exceed one-half (1/2) day to attend the funeral.

## **ARTICLE 26 - COMPASSIONATE LEAVE**

At it's discretion, the Employer may grant paid time off to employees for compassionate reasons upon their request - providing however, that the employee offers full (confidential) disclosure of the emergency/circumstances prompting any such request to the Employer.

## **ARTICLE 27 - JURY D U N A N D C R O W N W I T N E S S**

27.01 An employee who is summoned and reports for jury duty and/or jury selection or witness duty shall be granted a leave of absence with pay for any time lost from their normal work week provided:

- (a) they have notified their supervisor immediately upon receiving such summons; and
- (b) they shall have deposited with the Company the full amount of compensation received for such jury duty or witness duty less any allowed travelling expenses.
- (c) any shift employee who is summoned and reports for jury duty or serves as a Witness will be granted a leave of absence with pay from their normally scheduled shift for that day.

27.02 Whenever an employee who has been granted a leave of absence pursuant to this Article is released from duty with two (2) hours or more to the end of their shift, they shall, as a condition of receiving full pay for that day, return to work immediately.

## **ARTICLE 28 - VACATIONS**

28.01 All vacations shall be taken during the calendar year after which they were earned except vacations unused because of sickness or accident. Vacations unused because of sickness or accident shall be taken in the year of return to work or, if impractical to schedule, in the following year or paid at the prevailing rate at the end of the qualifying year. If the sick or injured employee should retire, be receiving disability pension benefits or should die, the vacation entitlement of such employee shall be paid, at the regular rate applicable to such employee at the time of retirement or death, to such employee or the estate of such employee.

Vacations granted with pay in any calendar year to all employees covered by this Agreement shall be those which were earned in the calendar year immediately preceding and shall be as follows:

- (a) No vacation shall be granted in the first (1<sup>st</sup>) calendar year, which shall be the year in which an employee commenced employment.
- (b) In the **second (2<sup>nd</sup>) calendar year** an employee who has completed one (1) but less than six (6) months service on the regular staff in the calendar year preceding, shall be granted five (5) days vacation. An employee who has completed more than six (6) months continuous service on the regular staff in the calendar year preceding shall be granted ten (10) vacation days.
- (c) In the **third (3<sup>rd</sup>) calendar year two (2) weeks vacation** shall be granted and similarly until the fifth (5<sup>th</sup>) calendar year.
- (d) In the **fifth (5<sup>th</sup>) calendar year three (3) weeks vacation** shall be

granted and similarly until the tenth (10th) year.

- (e) In the **tenth (10<sup>th</sup>) calendar year of employment, four (4) weeks vacation** shall be granted and similarly until the sixteenth (16th) calendar year.
- (f) In the **sixteenth (16<sup>th</sup>) calendar year one (1) additional day of vacation** will be granted with pay and in the **seventeenth (17<sup>th</sup>) calendar year a further additional day** and likewise thereafter one (1) additional day for each additional year of continuous employment thereafter to a maximum of **five (5) additional days occurring in the twentieth (20<sup>th</sup>) calendar year**.
- (g) In the **twenty fifth (25<sup>th</sup>) calendar year, five (5) additional days pay** at the employees' regular hourly rate shall be granted; payment of these days shall be included in the first pay in December each year or in lieu of payment, the employee may elect to take these days as part of their regular vacation provided they make such application by June 1 and any such entitlement shall not be pro rated in the year of retirement.
- (h) ***Part-Time Employees: All part-time employees will be entitled to vacation with pay in accordance with the entitlements outlined herein but such time will be pro-rated based on the ratio of straight-time hours worked as compared to full-time hours as outlined in Article 28.01.***

28.02 No employee shall take more than two (2) weeks vacation between the third (3<sup>rd</sup>) Monday in June and the first (1<sup>st</sup>) Friday in September in any year except with the approval of Management.

28.03 In order to meet the problems occasioned by longer vacations, Management may, in its discretion, direct that the vacation of any employee or group of employees be taken at such time as will permit efficient operations, providing however, that employees shall be allowed at least two (2) weeks of their vacation between the Third (3<sup>rd</sup>) Monday in June and the First (1<sup>st</sup>) Friday in September.

28.04 Employees leaving the employ of the Company for any reason except discharge will be paid for their accrued vacation earned and unused for which they have not been paid.

28.05 Discharged employees will be paid such percentage of wages earned in their last calendar year as required by relevant statutes in lieu of vacation allowance.

28.06 In determining vacation priority up to February 15th of each calendar year, employees will be allowed to submit their requests for vacation which shall be



approved on a seniority basis. March break and the period that falls between Christmas Day and New Year's Day shall be approved on a rotational basis.

- 28.07 All employees will be allowed to transfer up to five (5) days vacation to the following year *upon written notice to the Employer.*
- 28.08 Employees may be allowed to take one-half (½) day vacations upon providing Management with *twenty-four (24) hours* written notice.
- 28.09 Vacation credits may be carried over to the next year for maternity leave provided such vacation is taken continuous to the leave.
- 28.10 Employees absent from the active payroll for greater than one (1) month (i.e. four **(4)** consecutive weeks) in the case of an approved L.O.A. or claim under the L.T.D. Plan (i.e. after the elimination period) or greater than nine (9) months (i.e. thirty-seven (37) consecutive weeks) in the case of parental leave or greater than twelve (12) months (i.e. fifty-two (52) consecutive weeks) in the case of a maternity and parental leave; will have their vacation entitlement for the next calendar year pro rated for periods in excess of the periods defined to reflect the time on the active payroll.
- 28.11 Should an employee's vacation be cancelled or postponed (after such vacation has been requested and subsequently approved by the Company), the Company agrees to provide full reimbursement for any deposits, cancellation fees or other similar expenses incurred by the employee as a result of such action (upon production of receipts).

## **ARTICLE 29 - SICK LEAVE**

- 29.01 For absence due to bona fide illness, employees shall be granted sick leave on the basis on one and one-half **(1½)** days at normal rate of pay for each full calendar month of employment on the active payroll.
- (a) *Part-time employees shall be granted sick leave on the basis of one and one-half days at a normal rate of pay for each full calendar month of employment on the active payroll (on a pro-rated basis) based on the ratio of straight-time hours worked as compared to full-time hours on a monthly basis as outlined in Article 29.02.*
- 29.02 New employees shall earn sick leave credits (retroactive to their original date of hire) upon the successful completion of their probationary period. Such credits shall be used for absence due to bona fide illness and entitlement shall accrue in accordance with the following schedule:

Upon employment - one and one-half (1½) days at their normal rate of pay for each calendar month of employment on the active payroll (to a maximum

of nine (9) days in the first year of employment).

In the second (2<sup>nd</sup>) year of employment - one and one-half (1% ) days at their normal rate of pay for each calendar month of employment on the active payroll (to a maximum of twelve (12) days).

In the third (3<sup>rd</sup>) year of employment - one and one-half (1%) days at their normal rate of pay for each calendar month of employment on the active payroll (to a maximum of fifteen (15) days)

In the fourth (4<sup>th</sup>) year of employment (and each subsequent year thereafter) - one and one-half (1%) days at their normal rate of pay for each calendar month of employment on the active payroll (to a maximum of eighteen (18) days per year).

- 29.03 Sick leave grants shall be credited to the employee on the following month and shall be cumulative.
- 29.04 Leave for sickness will be deducted from the accumulated credits.
- 29.05 Employees receiving Canada Pension Disability Benefits while also receiving sick leave payments from the Company will have these sick leave payments offset by the amount equal to the Primary Benefit received under CPP Disability Benefits effective April 1, 1994.
- 29.06 Upon termination of employment employees who have a minimum of two thousand eighty (2080) hours unused sick leave standing to their credit shall receive a sick leave grant equal to the number of hours standing to their credit as of January 1, 1977, up to a maximum of twenty-six (26) weeks at normal rate of pay at termination. Employees who have less than two thousand eighty (2080) hours unused sick leave standing to their credit at termination shall receive fifty per cent (50%) of their unused sick leave standing to their credit as of January 1, 1977 or fifty per cent (50%) of their unused sick leave at termination, whichever is the lesser, subject in all respects to a maximum of twenty-six (26) weeks at normal rate of pay at termination. Sick leave vesting shall not apply to employees hired after January 1, 1977.
- 29.07 Employees shall arrange for eye examinations and other medical and/or dental appointments outside of working hours. If this is not possible, the employee shall arrange for the appointment(s) at such a time so as to cause the least interruption to the daily work routine. Except with the specific permission of Management personnel, the same shall be scheduled near the end of the workday. In these cases, Management personnel may (at their discretion) grant absence from work (with pay) not exceeding one and one-half (1%) hours. If an employee is absent for such appointments for a period in excess of one and one-half (1%) hours, the full period of absence will be charged to sick leave and the employee shall complete a "Sick Leave Claim"

form.

- 29.08 In any and all cases where the Company has requested a medical note, the Company will pay one hundred percent (100%) of the costs.

### **ARTICLE 30 - PAID HOLIDAYS**

- 30.01 (a) Days to be recognized as paid holidays during the year shall be **New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day, the day immediately before Christmas Day, Christmas Day, Boxing Day, and the day immediately before New Year's Day** or the day which may be observed as the effective paid holiday for any of such days and in addition to the above, any additional holiday which may be proclaimed by the Governor General or Lieutenant - Governor in Council.
- (b) In order to qualify for payment of the Paid Holidays outlined in Article 30.01 (a), employees must be on an approved leave or work both the day before and the day after such Holidays (or those days recognized as the effective Paid Holidays).
- (c) *Part-time employees shall be entitled to the same proportion of holiday pay as their total time worked over the preceding four (4) weeks bears to full-time employment using a basis for calculation the entitlement of full-time employees.*
- (d) *If an employee is scheduled to **work** on a paid holiday and actually works, then he/she shall receive double time for work performed on such holiday in addition to holiday pay as determined by Article 30.01c.*
- 30.02 When any of the paid holidays listed falls on a Saturday or a Sunday and should any other day not be observed as the effective paid holiday by statute, a day off in lieu of for non-shift employees will be designated to fall within the previous week or the following week contiguous to the weekend. The designated days, if any, will be posted by January 15<sup>th</sup> in each year.
- 30.03 When a paid holiday or the day which may be observed as the effective paid holiday falls within the vacation of the non-shift employee, such paid holiday shall not be counted as vacation but shall be allowed to the employee at a time satisfactory to Management.
- 30.04 For each of the paid holidays or those days observed as the effective paid holiday all shift employees who work such paid holiday shall either: (a) Receive a days pay of eight (8) hours at the regular hourly rate and, in

addition, receive payment for the hours worked at a rate two (2) times the regular hourly wage or (b) Take a lieu day of eight (8) hours off with pay (at the regular hourly rate) at a time mutually agreed upon by the employee and management and, in addition receive payment for those hours worked at a rate two (2) times the regular hourly rate. Should a mutually agreed upon time for use of lieu time not be achieved, by March 31 of the following year, then payment for such hours will be made.

- 30.05 It is agreed that when a holiday or those days observed as the effective paid holiday falls upon the normally scheduled day off of a shift employee, said employee shall either:
- (a) Receive an additional eight (8) hours pay at the normal hourly rate or
  - (b) Take a lieu day of eight (8) hours off with pay at the regular hourly rate at a time mutually agreed upon by the employee and management.

### **ARTICLE 31 - DURATION OF CONTRIBUTIONS WHEN ABSENT**

- 31.01 In the case of absence due to illness or accident, other than compensable accident, the Company shall continue to pay its contributions to the Plans referred to in Article 34 for as long as the employee is in receipt of sick leave grants under Article 29.
- 31.02 The Company will cease its contributions to the Plans referred to in Article 34 while an employee is suspended.
- 31.03 The Company will continue benefits as referred to in Article 34.01 for laid off employees until the employee gains other full time employment or for a period not exceeding one (1) year whichever is less provided that such employee has five (5) years service with the Company.

### **ARTICLE 32 - WORKPLACE SAFETY & INSURANCE**

- 32.01 When employees are unable to work due to compensable injury suffered in the performance of their duties with the Company they will be paid at the rate of their full normal take home pay while they are rated by Worker's Safety and Insurance Board as temporarily totally disabled.
- 32.02 When employees have suffered compensable injury, and after treatment are able to resume their former classification to the satisfaction of Management and when such resumption of duties would not create hazard to the employees or others, they shall receive the rate of the classification even though they may in addition be receiving a clinical disability award, ordered by the Workplace Safety and Insurance Board of Ontario.

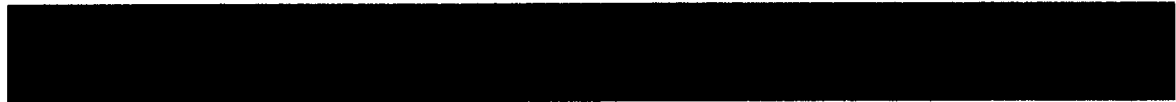
- 32.03 When employees who have suffered compensable injury, and who as a result of such injury are unable to resume their former duties, but are required to transfer to a lower paid classification, they shall be paid as follows where a clinical disability award is ordered by the Workplace Safety and Insurance Board of Ontario:
- (a) If the rate of their new classification is greater than the rate of their previous classification less the hourly value of the award, they shall be paid the rate of their classification, plus the award.
  - (b) If the rate of their new classification is less than the rate of their previous classification less the hourly value of the award, they shall be paid at a special rate which shall be the rate of their previous classification less the hourly value of the award.
- 32.04 The Company hereby agrees that there shall be no reduction in any employment benefit due to hours absent as a result of sickness and/or injury which has arisen out of, or in the course of, employment; this includes - but is not limited to - seniority, pension credits, vacation entitlement, and healthcare benefits.

### **ARTICLE 33 - PENSION AND INSURANCE**

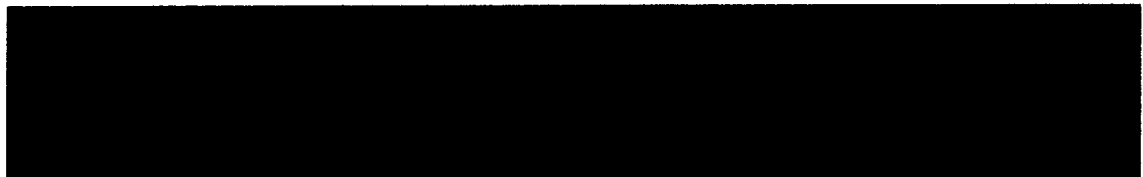
- 33.01 The Company and the employees will participate in the Ontario Municipal Employees Retirement System Basic Plan - (O.M.E.R.S.) and the Canada Pension Plan on an integrated basis.
- 33.02 The Company has enrolled all eligible employees in an O.M.E.R.S. Type 1 - 100% Supplementary Pension Benefit Plan to provide supplementary pension benefits for credited service with the Company prior to January 1, 1966. The valuation date of the plan is January 1, 1984.
- 33.03 The Company has enrolled all eligible employees (hired before January 1, 1983), in an O.M.E.R.S. Type 3 Supplementary Pension Benefit Plan with a valuation date of January 1, 1982. The plan to provide for a supplementary pension for each covered employee who retires within ten (10) years before their normal retirement date and has completed thirty (30) years of service with the Company.
- 33.04 *It is agreed that part-time employees, if eligible, may participate in the Ontario Municipal Employees Retirement System Basic Plan (O.M.E.R.S.). It is agreed that enrolment in such pension plan will be in accordance with the terms and conditions of such Plan.*
- 33.05 The Company shall pay the full premium cost to provide life insurance coverage for all employees under a group policy. Should the Company

change carriers during the term of this Agreement, the Union shall be consulted and the employees notified of the change not less than ninety (90) days in advance. The policy, will provide coverage equal to at least one and one-half (1½) times the employee's basic annual earnings (to the next highest one thousand (\$1,000) dollars).

33.06 The entire cost of Basic Insurance in Options 1, 2, 3 and 4 and of any retirement insurance will be paid by the Company and the cost of any Additional Term Insurance that is selected will be paid entirely by the employee by way of wage or salary deduction. Until the last day of the month in which an employee reaches age 65, retires on an Early Retirement date or on a Total Disability retirement date, whichever occurs first, they will be insured for an amount equal to whichever of the following options is applicable:



- |   |  |     |   |
|---|--|-----|---|
| 1 | 150% of annual base earnings rounded upward to the nearest \$1,000 |     | NIL   |
| 2 | 175% of annual base earnings rounded upward to the nearest \$1,000 | and | 25% of annual base earnings rounded upward to the nearest \$1,000 |



- |   |  |     |  |
|---|--|-----|--|
| 3 | 175% of annual base earnings rounded upward to the nearest \$1,000 | and | 75% of annual base earnings rounded upward to the nearest \$1,000  |
| 4 | 175% of annual base earnings rounded upward to the nearest \$1,000 | and | 125% of annual base earnings rounded upward to the nearest \$1,000 |

33.07 The Company shall make life insurance coverage for Spouses and

Dependents (ie. \$10,000 & \$5,000) available, with the full costs of premiums covered by the Employee.

#### **ARTICLE 34 - GROUP HEALTH INSURANCE PLANS**

34.01 During the life of this Agreement the Company agrees to pay one hundred percent (100%) of the premium costs for group health benefits listed herein (except as otherwise specifically defined below). In so doing, coverage will be provided for: all employees, their spouses and/or eligible dependents (including overage dependents); employees receiving disability benefits (including, but not limited to STD, LTD, OMERS Disability, and/or CPP Disability); retirees (with a minimum of ten (10) years service) who were hired prior to April 1, 2002, their spouses and/or their eligible dependents; in the event of the death of an active employee or retiree (as defined above) - their surviving spouse and/or eligible dependents. The Plan will include the following:

- i. The Employer Health Tax
- ii. Green Shield Supplementary Plan for Semi Private Hospital Care.
- iii. Green Shield Apoth-O-Care Drug Plan, (Product Selection) - with diabetic coverage and prescription co-payment of three (3) dollars.
- iv. Green Shield Dental Plan 50, - including Orthodontic coverage (to a lifetime maximum of two thousand dollars (\$2,000) and one thousand five hundred dollars (\$1,500) maximum for caps, crowns and bridges
- v. Green Shield Vision Care Plan 7, - providing *three hundred dollars (\$300)* every twenty four (24) months, which may be applied to laser eye surgery *and eye examinations*
- vi. Green Shield Audio Plan H I, - including Hearing Aids.
- vii. Green Shield Extended Health Services Plan, - including Out of Province Travel Assistance (Plan QJ); Nursing Home N6 and Chiropractic therapy *with a maximum coverage of four hundred dollars (\$400) per year.*
- viii. Overage Dependent Coverage (paid jointly with the Company paying seventy-five percent (75%) of the premium costs).

34.01(a) *The Company will make available to part-time employees, the following benefit coverage paid jointly with the part-time employee paying fifty percent (50%) of the monthly premium cost unless otherwise stated and prorated on a weekly basis. To be eligible for*

*coverage employees must sign on for the entire benefit package as outlined below.*

- i. Green Shield Supplementary Plan for Semi Private Hospital Care.*
- ii. Green Shield Apoth-O-Care Drug Plan, (Product Selection) - with diabetic coverage and prescription Co-payment of three (3) dollars.*
- iii. Green Shield Dental Plan 50, - including Orthodontic coverage (to a lifetime maximum of two thousand dollars (\$2,000) and one thousand five hundred dollars (\$1,500) maximum for caps, crowns and bridges*
- iv. Green Shield Vision Care Plan 7, - providing three hundred (\$300) dollars every twenty four (24) months, which may be applied to laser eye surgery and eye exams.*
- v. Green Shield Audio Plan HI, - including Hearing Aids.*
- vi. Green Shield Extended Health Services Plan, - including Out of Province Travel Assistance (Plan QJ); Nursing Home N6 and Chiropractic therapy with a maximum coverage of \$400 per year.*
- vii. Overage Dependent Coverage (paid jointly with the part-time employee paying seventy-five percent (75%) of the premium costs (optional)*

34.02 With respect to retirees (with a minimum of ten (10) years service), who were hired on or after April 1, 2002, it is agreed that the Company shall establish health care spending credits for each so affected employee for the purchase of Group Health Benefits in retirement. The sum of such credits shall be determined on the basis of five thousand dollars (\$5,000) for each completed year of service. Such retirees, their spouse and eligible dependents shall be allowed to choose the benefits they require from the above noted listing and the payment for such benefits shall be made from the above noted credits through the Company (at the Company's rate). Such credits can only be used for the purchase of Group Health Care Benefits through the Company and shall carry no cash value.

Upon exhaustion of the above noted credits, such retirees, their spouse and eligible dependents shall have the option of purchasing any or all portions of this benefit package through the Company (at the Company's rate) at their own expense.

Should the retiree die prior to the exhaustion of the above noted credits their spouse and eligible dependents shall be allowed to continue their group health benefits in the same manner as noted above. In the event that there are no eligible dependents following the death of a retiree, any credits remaining shall be void.



- 34.03 In the event that the lifetime provision of Group Health Benefits for those retirees (who were classified as regular full-time employees as of April 1, 2002 – with a minimum of ten (10) years service at retirement) is terminated or should the terms and conditions so guaranteed be removed, the Company shall establish health care spending credits in the sum of five hundred thousand dollars (\$500,000) for each so affected employee. Such retirees, their spouse and eligible dependents shall be allowed to choose the benefits they require from the above noted listing and the payment for such benefits shall be made from the above noted credits through the Company (at the Company's rate). Such credits can only be used for the purchase of Group Health Care Benefits through the Company and shall carry no cash value.
- 34.04 The Company agrees to pay 85% of the premium cost of a Long Term disability plan for all employees. The Long Term Disability Plan shall provide for benefits at sixty percent (60%) of the employees base salary after 119 days of absence due to non-compensable illness or injury. Employees shall be allowed to top up benefits received under this plan using their accumulated sick leave credits to achieve the maximum benefit level of eighty-five percent (85%) of their normal gross earnings or elect to defer receipts of LTD benefits by first exhausting all of their accumulated sick leave credits prior to applying for such entitlement (i.e. employee would be able to serve an eligibility period of either their accumulated sick leave or 119 days, whichever is greater). The supplementary payments shall be offset by deducting one quarter ( $\frac{1}{4}$ ) day from the personal sick bank of the employee for each day of Long Term Disability benefit entitlement and continue until these accumulated credits have been exhausted. In the event that an employee's claim is denied by the carrier, the Company agrees to allow the employee to use accumulated sick leave in their bank until the matter is resolved.
- 34.05 Save in respect of Canada Pension Plan and O.M.E.R.S. it is understood and agreed that probationary employees will not be entitled to any of the benefits set out in Article 33 or Article 34.
- 34.06 In the event of the death of any employee (while on the active payroll), the Company will pay one hundred percent (100%) of the premiums to ensure that spousal and/or dependent Group Health Benefits will continue as outlined in this Agreement (providing coverage at least equal to or greater than that which was effective January 1, 1990) for the employees' surviving family.

*The provision of Group Health Benefits above is subject to the following conditions:*

- 1. With respect to employees with less than 10 years of service, the Company shall continue to provide Group Health Benefits in accordance with Article 34.01 equal to (1) year of benefit coverage for each year of service up to a maximum of 10 years.*

2. *That should the spouse receive benefits through any other means such as remarriage, another employer etc., the Company will no longer provide benefits.*
3. *Dependent benefits cease upon reaching the age of 21.*

**34.07** Any employee who is currently receiving Long Term Disability benefits in accordance with the terms and provisions outlined by this clause, will be afforded an opportunity to post for any vacancy with the Company as same becomes available. Such right shall expire after twenty-four **(24)** months from the date of the initial receipt of the LTD benefits.

### **ARTICLE 35 - RETIREMENT**

Employees shall be retired on the last day of the month in which they attain age sixty-five **(65)** years. Employees shall give ninety (90) days notice of their intent to retire early.

### **ARTICLE 36 - PAY DAYS**

Employees covered by this agreement shall be paid every Friday.

### **ARTICLE 37 - CONTRACTING OUT**

**37.01** The Company shall retain the right to contract out work but no regular employee will be laid off as a direct result of this action.

Employees transferred to a lower paid classification as a result of contracting out of the work of their former classification will have their rate frozen until the rate of their new classification exceeds the frozen rate. This provision will not apply should the employee subsequently transfer to another classification by application and in which case their rate of pay will be in accordance with the provisions of the transfer clause. An employee transferred as the direct result of contracting out shall be afforded the opportunity to return to their former classification if a vacancy occurs within a period of five (5) years from date of transfer, provided the employee is capable of performing the duties.

**37.02** The Employer shall retain the right to enlist the services of contractors, provided that the contracting out of work that can be performed by the employees in the Bargaining Unit does not directly or indirectly cause any Employee covered by the terms of this Agreement to be discharged, indefinitely and/or temporarily laid off, transferred to a lower paying classification or have their regular hours of work or wages reduced.

- 37.03 The Union recognizes that the Company may, from time to time, assign certain work to contractors (who, may occasionally be required to work on site at the same time as Company Employees). Notwithstanding the foregoing, it is expressly understood that - at no time and under no circumstances, shall any Bargaining Unit Employee (covered by the terms of this Agreement) be: in any way held accountable for these crews and/or subject to direction of or be a part of such crews during the completion of their respective work assignments.

### **ARTICLE 38 - LICENCE FEES**

The Company agrees to pay the licence fees of employees, which must be maintained or renewed as a condition of employment.

### **ARTICLE 39 - EQUIPMENT**

- 39.01 The Company shall supply hard hats, liners, rubber gloves, work gloves, rubber boots and liners, raincoats, spurs, belts, flash goggles and necessary tools where required and while engaged in duties for the Company. The Company shall also supply one (1) shop coat per year for employees in the Storekeeper and Transformer Test and Repair classifications, one (1) pair of coveralls per year for employees in the Auto Mechanic and Welder classifications and necessary protective clothing for employees in the Welder classification.
- 39.02 All Operational employees covered by this Agreement, except when working in circumstances that do not require such, shall be required to wear flame retardant orange safety clothing and safety boots while on duty for the Company. Accordingly, an individual account for each *Operational* employee covered by this Agreement (*except Customer Field Representative and Caretaker*) shall be established with a supplier (to be selected by the Labour Relations Committee) by the Company to provide them with safety clothing and safety boots. Such accounts will have a present spending limit of four hundred dollars (\$400.00) each for each year of this agreement. These allowances will be made available on *January 1<sup>st</sup>* of each calendar year. If such allowances are not spent by December 31<sup>st</sup> of each calendar year, they shall be forfeited by the employee.
- 39.03 Meter Readers/*Customer Field Representatives* will receive every two (2) years the following uniforms:
- Choice of five (5) *flame retardant pants* or *100% cotton shorts*, choice of six (6) *flame retardant long sleeve shirts* or *100% cotton short sleeve shirts*, one (1) *flame retardant winter coat*, one (1) *flame retardant spring coat*, *1 flame retardant fleece jacket*, one (1) pair of rubber boots, rain

gear.

Employees in these classifications shall have an account established with the supplier named below in the amount of one hundred and fifty dollars (\$150) for each year of this agreement to apply to safety footwear. These allowances will be made available on January 1<sup>st</sup> of each calendar year. If such allowances are not spent by December 31<sup>st</sup> of each calendar year, they shall be forfeited by the employee.

- 39.04 All Technologists, Advisors, CAD *Technicians* and Caretaker covered by this Agreement, except when working in circumstances that do not require such, shall be required to wear orange safety clothing and safety boots while on duty for the Company. Accordingly, an individual account for each employee covered by this Agreement shall be established with a supplier (to be selected by the Labour Relations Committee) by the Company to provide them with safety clothing and safety boots. Such accounts will have a present spending limit of two hundred and fifty dollars (\$250.00) each for each year of this agreement. These allowances will be made available on *January 1<sup>st</sup>* of each calendar year. If such allowances are not spent by December 31<sup>st</sup> of each calendar year, they shall be forfeited by the employee.
- 39.05 *New employees hired on or after the first day of each contract year will receive an equipment allowance in the following manner:*
- a) *Employees hired between January 1<sup>st</sup> June 30<sup>th</sup> of each year shall be entitled to the full annual allowance.*
  - b) *Employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> of each year shall be entitled to 50% of the annual allowance.*
- 39.06 The Company agrees to establish an account with the above-mentioned supplier in the amount of one hundred dollars (\$100) for any other employees required by **the** Company to wear safety footwear in the workplace. These allowances will be made available on *January 1<sup>st</sup>* of each calendar year. If such allowances are not spent by December 31<sup>st</sup> of each calendar year, they shall be forfeited by the employee.
- 39.07 It **is** the personal responsibility of each employee to report to their immediate supervisor any defects in tools, protective clothing or safety equipment.
- 39.08 It is understood that the Company agrees to replace raincoats when damaged or destroyed and are returned to the Company.

#### **ARTICLE 40 - NO DISCRIMINATION/NO HARASSMENT**

- 40.01 The Company agrees that it will not in any manner object to any employee

being, or becoming a member of the Union, and will not in any manner interfere with, nor discriminate against any Employee because of his/her membership or proposed membership in the Union. The Employees will not, in any manner interfere with nor attempt to limit, the right of the Company, or the rights of any duly authorized officer acting for the Company.

- 40.02 Both the Company and the Union recognize their respective responsibilities under the Ontario Human Rights Code and any other similar statutory requirement. Both parties hereby, reaffirm their commitment not to discriminate in any manner relating to employment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status or handicap.

#### **ARTICLE 41- RESUSCITATION, ACCIDENT PREVENTION AND FIRST AID**

- 41.01 *It is hereby agreed that all employees will receive a minimum of twelve (12) hours (with pay) to be scheduled by Management each calendar year to attend meetings that address workplace health and safety issues along with wellness programs aimed at improving the quality of life for all employees.*

- 41.02 **All Operational** employees will be certified in CPR and Basic First Aid techniques through training programs directed by qualified instructors (as approved by WSIB to deliver such certification training). Such certification training will be offered on an ongoing basis with all employees renewing/updating their certificates of qualification (in both CPR and First Aid) every two (2) years. These programs will be fully funded by the Company and all employees will be allowed to participate in this training during normal working hours without any loss of wages, benefits or other entitlements.

*Volunteers will be requested from all other employees who will be certified in CPR and Basic First Aid techniques through training programs directed by qualified instructors (as approved by WSIB to deliver such Certification training). Such certification training will be offered on an ongoing basis with all employees renewing/updating their certificates of qualification (in both CPR and First Aid) every two (2) years. These programs will be fully funded by the Company and these designated employees will be allowed to participate in this training during normal working hours without any loss of wages, benefits or other entitlements.*

- 41.03 In addition to any other training provided in accordance with this clause, any employees who require special training and/or safety instruction (in such areas as pole top or bucket rescue, confined space or manhole rescue and/or trenching safety) will be allowed to practice such skills (under competent supervision) with a minimum of one (1) hour with pay being scheduled for such programs, at least twice annually.

## **ARTICLE 42 - 30/55 YEARS**

An employee who has either reached the age of fifty-five (55) years, or completed thirty (30) years of service with the Company, who is forced by reason of illness or injury to transfer to a lower paid classification shall continue to be paid until their retirement at a rate of not less than that which they were receiving immediately preceding the transfer, provided they are able to do useful work.

## **ARTICLE 43 - GENERAL**

- 43.01 **Copies of Agreements:** The Union and the Company desire every employee to be familiar with the provision of this Agreement and his/her rights and obligations under it. For this reason, the Company shall print and distribute sufficient copies of the Agreement to all employees within a reasonable time following ratification.
- 43.02 **Bulletin Boards:** Bulletin Boards shall be furnished (at all permanent/home base locations) by the Company for the Union's use, for the purpose of posting notices to Union members. The Union agrees that it shall confine such posted notices to information concerning Company-Union relations and matters of concern to Union members. The Union further agrees it shall not post any notices that are derogatory or inflammatory in nature. Postings on bulletin boards shall be done by the Chief Union Stewards or their designated representatives.
- 43.03 **Personnel Files - Employee Access:** by appointment, employees may - during normal business hours - review the content of their personnel files in the presence of a representative of the Company. Any employee may put into his/her personnel file, a letter of rebuttal of any documented action taken against said employee. Whenever any incident - whether favourable or unfavourable - occurs and a record of such is made by the Company, the employee will be furnished with a copy of said correspondence in order that they may have an opportunity to correct the record (if necessary).
- 43.04 Except where a provision of this Collective Agreement specifically and individually provides greater benefits, the Parties agree that the rights, privileges and entitlements defined by the Employment Standards Act, The Labour Relations Act, The Occupational Health and Safety Act and the Workplace Safety and Insurance Act as form part of this Agreement and shall be enforceable pursuant to the grievance and arbitration provisions defined therein.
- 43.05 *The following procedures shall be used by employees when crossing picket lines to conduct business:*

1. *The employee shall call his/her Supervisor for instructions if the employee or Company are unaware that a strike/lockout has started and there is a need to conduct company business at that Company site.*
2. *If, as a result of step #1, or if the employee is aware that a strike/lockout has started and is required to cross the picket line, the company employee will:*
  - (a) *contact the picket captain.*
  - (b) *identify him/herself as an employee of the company.*
  - (c) *identify the job to be done.*
  - (d) *estimate the length of time the job is expected to take until completion.*
  - (e) *identify any health and safety concerns should the job not be completed in a timely manner.*
  - (f) *assure the picket captain that no other work will be done at the company site.*
3. *If the picket captain allows passage:*
  - (a) *pass through the picket line as per instruction from the picket captain*
  - (b) *complete the task as expeditiously as possible*
  - (c) *leave the premises when the task is completed*
  - (d) *pass through the picket line as per instruction from the picket captain*
  - (e) *thank the picket captain for his/her cooperation*
4. *If the employee is verbally not allowed to pass through the picket line:*
  - (a) *re-state the purpose, assurances, of expeditious work and expeditious exit*
5. *If employees passage is refused and/or he/she feel his/her health and safety are threatened:*
  - (a) *contact your Supervisor for further direction*

(b) employees should not attempt any crossings of the picket line without direction or assistance

6. Police assistance will be requested as required, or if the above procedures are not successful.

43.06 It is understood and agreed that all entitlement to paid leave provisions, not otherwise specifically addressed shall be determined by the scheduled hours of work for part-time employees.

#### **ARTICLE 44 - DURATION OF AGREEMENT**

44.01 This Agreement shall become effective *January 1, 2006* and remain in full force and effect until *December 31, 2008*. Within a period of not more than ninety (90) days, and not less than thirty days prior to *December 31, 2008* - either party may give notice in writing to the other of its' desire to bargain on amendments and/or revisions to the Agreement.

44.02 During the discussion or negotiation of any proposed renewal, change, amendment or revision of this Collective Agreement, (either in whole or in part), the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until mutually acceptable terms of settlement have been agreed upon between the Parties or until the Conciliation process available from time to time under the Labour Relations Act (or any successor legislation) has been exhausted.

#### **ARTICLE 45 - CLASSIFICATION & HOURLY WAGE RATES**

45.01 An across the board (hourly) wage increase will be awarded as follows:

**Effective January 1, 2006** - (and retroactive on all hours paid) three percent for all classifications – 3%

**Effective January 1, 2007** - for all classifications – 3 %

**Effective January 1, 2008** - for all classifications – 3%

45.02 In Schedule A the legend indicated is as follows:

S - Skilled

S.S. - Semi-Skilled

N.S. - Non-Skilled

C - Office/Clerical



T - Technical

O - Operational

45.03 Although the persons presently occupying these classifications may be receiving a rate other than shown, due to special circumstances, it is agreed that the wage rates paid these employees will be maintained during the term of this Agreement. However, the rate shown above shall be considered as those belonging to those classifications.

Labourer	N.S.	O	40	\$16.19	\$17.20	\$18.22		\$20.24
Switchboard Operator		C	35	\$16.72	\$17.77	\$18.81	\$19.86	\$20.90
Mailroom Clerk, Cashier		C	35	\$17.60	\$18.70	\$19.80	\$20.90	\$22.00
Meter Shop Assistant		C	40	\$17.74	\$18.84	\$19.95	\$21.06	\$22.17
Clerk Steno IS, Clerk Steno Water, Clerk Steno Hydro		C	35	\$19.06	\$20.25	\$21.44	\$22.63	\$23.82
Fleet & Site Clerk		C	37.5	\$19.06	\$20.25	\$21.44	\$22.63	\$23.82
Caretaker - (Three (3) steps pay grid over twenty-four (24) months)	N.S.	O	40			\$20.36	\$21.49	\$22.62
Meter Reader	S.S.	O	40	\$18.41	\$19.56	\$20.71	\$21.86	\$23.01
Customer Field Representative'	S.S.	O	40	\$18.82	\$20.00	\$21.18	\$22.35	\$23.53
Site Maintenance	S.S.	O	40	\$18.98	\$20.16	\$21.35	\$22.53	\$23.72
Meter Install & Removal S.P.	S.S.	O	40	\$19.04	\$20.23	\$21.42	\$22.61	\$23.80
Steno Clerk Customer Service		C	35	\$19.06	\$20.25	\$21.44	\$22.63	\$23.82
Clerk Financial Services		C	37.5	\$19.06	\$20.25	\$21.44	\$22.63	\$23.82
CAD Technician		T	37.5	\$19.07	\$20.26	\$21.46	\$22.65	\$23.84
Meter Reading System Operator	S.S.	O	40	\$19.32	\$20.53	\$21.74	\$22.94	\$24.15
Customer Service Representative		C	35	\$19.58	\$20.80	\$22.02	\$23.25	\$24.47
Senior CAD Technician		T	37.5	\$19.71	\$20.94	\$22.18	\$23.41	\$24.64
Storekeeper	S.S.	O	40	\$19.71	\$20.94	\$22.18	\$23.41	\$24.64

Accounting Clerk, Buyer, Senior Credit Clerk, Head Cashier, Senior <b>CSR</b>		C	35	\$20.35	\$21.62	\$22.90	\$24.17	\$25.44
Sub Foreman Stores	S.S.	O	40	\$20.36	\$21.63	\$22.91	\$24.18	\$25.45
Junior Engineering Technologist		T	37.5	\$21.42	\$22.76	\$24.10	\$25.44	\$26.78
User Support Specialist		C	37.5	\$21.90	\$23.27	\$24.64	\$26.01	\$27.38
Programmer - <i>(Five (5) steps pay grid over forty-eight (48) months)</i>		C	35	\$22.01	\$23.38	\$24.76	\$26.13	\$27.51
Technical Services Advisor		T	37.5	\$22.41	\$23.81	\$25.21	\$26.61	\$28.01
Auto Mechanic, Transformer Test & Repair	S	O	40	\$22.70	\$24.11	\$25.53	\$26.95	\$28.37
Meter Technician	S	O	40	\$23.02	\$24.45	\$25.89	\$27.33	\$28.77
Welder	S	O	40	\$23.02	\$24.46	\$25.90	\$27.34	\$28.78
Sub Foreman - Site Department	S	O	40	\$23.62	\$25.09	\$26.57	\$28.04	\$29.52
Sub Foreman - Meter Department	S	O	40	\$23.87	\$25.36	\$26.86	\$28.35	\$29.84
Programmer/Analyst		C	35	\$24.46	\$25.99	\$27.52	\$29.02	\$30.58
Hydro Engineering Technologist, Hydro Operations Technologist, Technical Service Technologist, <i>(Five (5) steps pay grid over forty- eight (48) months)</i>		T	37.5	\$24.53	\$26.06	\$27.59	\$29.13	\$30.66

Labourer	N.S.		40					\$20.85
Switchboard Operator		C	35	\$17.22	\$18.30	\$19.38	\$20.45	\$21.53
Mailroom Clerk, Cashier		C	35	\$18.13	\$19.26	\$20.39	\$21.53	\$22.66
Meter Shop Assistant		C	40	\$18.26	\$19.41	\$20.55	\$21.69	\$22.83
Clerk Steno IS, Clerk Steno Water, Clerk Steno Hydro		C	35	\$19.63	\$20.86	\$22.09	\$23.31	\$24.54
Fleet & Site Clerk		C	37.5	\$19.63	\$20.86	\$22.09	\$23.31	\$24.54
Caretaker – <i>(Three (3) steps pay grid over twenty-four (24) months)</i>	N.S.	O	40			\$20.97	\$22.14	\$23.30
Meter Reader	S.S.	O	40	\$18.96	\$20.15	\$21.33	\$22.52	\$23.70
Customer Field Representative	S.S.	O	40	\$19.38	\$20.60	\$21.81	\$23.02	\$24.23
Site Maintenance	S.S.	O	40	\$19.54	\$20.77	\$21.99	\$23.21	\$24.43
Meter Install & Removal S.P.	S.S.	O	40	\$19.62	\$20.84	\$22.07	\$23.29	\$24.52
Steno Clerk Customer Service		C	35	\$19.63	\$20.86	\$22.09	\$23.31	\$24.54
Clerk Financial Services		C	37.5	\$19.63	\$20.86	\$22.09	\$23.31	\$24.54
<b>CAD Technician</b>		T	37.5	\$19.65	\$20.88	\$22.10	\$23.33	\$24.56
Meter Reading System Operator	S.S.	O	40	\$19.90	\$21.15	\$22.39	\$23.64	\$24.88
Customer Service Representative		C	35	\$20.17	\$21.43	\$22.69	\$23.95	\$25.21
Senior CAD Technician		T	37.5	\$20.30	\$21.57	\$22.84	\$24.11	\$25.38
Storekeeper	S.S.	O	40	\$20.30	\$21.57	\$22.84	\$24.11	\$25.38

Accounting Clerk, Buyer, Senior Credit Clerk, Head Cashier, Senior CSR		C	35	\$20.96	\$22.27	\$23.58	\$24.89	\$26.20
Sub Foreman Stores	S.S.	O	40	\$20.97	\$22.28	\$23.59	\$24.90	\$26.21
Junior Engineering Technologist		T	37.5	\$22.06	\$23.44	\$24.82	\$26.20	\$27.58
User support Specialist		C	37.5	\$22.56	\$23.97	\$25.38	\$26.79	\$28.20
Programmer - Programmer, (Five (5) steps pay grid over forty-eight (48) months)		C	35	\$22.67	\$24.09	\$25.51	\$26.92	\$28.34
Technical Services Advisor		T	37.5	\$23.08	\$24.52	\$25.97	\$27.41	\$28.85
Auto Mechanic, Transformer Test & Repair	S	O	40	\$23.38	\$24.84	\$26.30	\$27.76	\$29.22
Meter Technician	S	O	40	\$23.70	\$25.19	\$26.67	\$28.15	\$29.63
							\$28.16	\$29.64
Welder	S	O	40	\$23.71	\$25.19	\$26.68	\$28.16	\$29.64
Sub Foreman - Site Department	S	O	40	\$24.33	\$25.85	\$27.37	\$28.89	\$30.41
Sub Foreman - Meter Department	S	O	40	\$24.58	\$26.12	\$27.66	\$29.19	\$30.73
Programmer/Analyst		C	35	\$25.20	\$26.78	\$28.35	\$29.93	\$31.50
Hydro Engineering Technologist, Hydro Operations Technologist, Hydro Capabilities Technologist, (Five (5) steps pay grid over forty-eight (48) months)		T	37.5	\$25.26	\$26.84	\$28.42	\$30.00	\$31.58

					\$18.25			
Labourer				\$17.18				\$21.47
Switchboard Operator		C	35	\$17.74	\$18.84	\$19.95	\$21.06	\$22.17
Mailroom Clerk, Cashier		C	35	\$18.67	\$19.84	\$21.01	\$22.17	\$23.34
Meter Shop Assistant		C	40	\$18.82	\$19.99	\$21.17	\$22.34	\$23.52
Clerk Steno IS, Clerk Steno Water, Clerk Steno Hydro		C	35	\$20.22	\$21.48	\$22.74	\$24.01	\$25.27
Fleet & Site Clerk		C	37.5	\$20.22	\$21.48	\$22.74	\$24.01	\$25.27
Caretaker – (Three (3) steps pay grid over twenty-four (24) months)	N.S.	O	40			\$21.60	\$22.80	\$24.00
Meter Reader	S.S.	O	40	\$19.28	\$20.49	\$21.69	\$22.69	\$24.10
Customer Field Representative	S.S.	O	40	\$19.97	\$21.22	\$22.46	\$23.71	\$24.96
Site Maintenance	S.S.	O	40	\$20.14	\$21.39	\$22.65	\$23.91	\$25.17
Meter Install & Removal S.P.	S.S.	O	40	\$20.20	\$21.46	\$22.73	\$23.99	\$25.25
Steno Clerk Customer Service		C	35	\$20.22	\$24.18	\$22.74	\$24.01	\$25.27
Clerk Financial Services		C	37.5	\$20.22	\$24.18	\$22.74	\$24.01	\$25.27
CAD Technician		T	37.5	\$20.24	\$21.51	\$22.77	\$24.04	\$25.30
Meter Reading System Operator Customer Service Representative	S.S.	O	40	\$20.50	\$21.78	\$23.06	\$24.34	\$25.62
Customer Service Representative		C	35	\$20.77	\$22.07	\$23.36	\$24.66	\$25.96
Senior CAD Technician Senior CAD Technician		T	37.5	\$20.91	\$22.22	\$23.53	\$24.83	\$26.14
Sto rekeeper	S.S.	O	40	\$20.91	\$22.22	\$23.53	\$24.83	\$26.14

Accounting Clerk, Buyer, Senior Credit Clerk, Head Cashier, Senior CSR		C	35	\$21.59	\$22.94	\$24.21	\$25.64	\$26.99
Sub Foreman Stores	S.S.	O	40	\$21.60	\$22.95	\$24.30	\$25.65	\$27.00
Junior Engineering Technologist		T	37.5	\$22.73	\$24.15	\$25.57	\$26.99	\$28.41
User Support Specialist		C	37.5	\$23.23	\$24.68	\$26.14	\$27.59	\$29.04
Programmer - (Five (5) steps pay grid over forty-eight (48) months)		C	35	\$23.35	\$24.81	\$26.27	\$27.73	\$29.19
Technical Services Advisor		T	37.5	\$23.77	\$25.25	\$26.74	\$28.22	\$29.71
Auto Mechanic, Transformer Test & Repair	S	O	40	\$24.07	\$25.58	\$27.08	\$28.59	\$30.09
Meter Technician	S	O	40	\$24.42	\$25.94	\$27.47	\$28.99	\$30.52
Welder	S	O	40	\$24.42	\$25.95	\$27.48	\$29.00	\$30.53
Sub Foreman- Site Department	S	O	40	\$25.06	\$26.62	\$28.19	\$29.75	\$31.32
Sub Foreman- Meter Department	S	O	40	\$25.33	\$26.91	\$28.49	\$30.08	\$31.66
Programmer/Analyst		C	35	\$25.95	\$27.57	\$29.20	\$30.83	\$32.46
Hydro Engineering Technologist, Hydro Operations Technologist, Technical Service Technologist, (Five (5) steps pay grid over forty-eight (48) months)		T	37.5	\$26.02	\$27.65	\$29.28	\$30.90	\$32.53

ENWIN UTILITIES

LOCAL UNION NO. 636 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS,  
A.F. OF L. – C.I.O & C.F.L.

Signed and sealed with their respective seals:



Memorandum of Understanding

Between

EnWin Utilities Ltd.  
(Hereafter known as the Employer)

And

LOCAL UNION 636  
OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
A.F. OF L., C.I.O. & C.L.C.  
(Hereafter known as the Union)

**Hours of Work**

This letter will serve as confirmation of an understanding which has been reached between the Parties during the 2002 contract negotiations with respect to the hours of work.

The hours of work may be altered (Monday through Friday only) to accommodate scheduling of training programs/courses but normal start/quit time may not be adjusted by more than one (1) hour. Written notice of any such change must be provided to the affected employee(s) at least three (3) working days in advance and no change shall exceed three (3) days.

Signed this \_\_\_\_ day of February 2006 at Windsor Ontario.

**For the Company**

**For the Union**

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Memorandum of Understanding

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LOCAL UNION 636  
OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
A.F. OF L., C.I.O. & C.L.C.  
(Hereafter known as the Union)

**Extended Hours**

The Parties to this Collective Agreement agree to the following principles outlining the terms and conditions of employment that shall apply in the event that extended working hours are instituted. It is recognized that the terms and conditions contained herein may be subject to change upon mutual agreement between the Parties during discussions pertaining to the implementation of a specific shift.

1. Extended hours are defined as tours that exceed eight (8) hours but not more than twelve (12) hours in length.
2. Where the Company agrees to implement a schedule with extended hours, the employees who would be subject to such a schedule, shall vote on the proposed schedule. The Union will conduct the vote and a threshold of seventy percent (70%) must be achieved in order for the schedule to be implemented. Discontinuance of such a schedule will also require a vote with seventy percent (70%) of the affected staff in favour of discontinuance and the Union shall provide the Company with at least sixty (60) days notice. In either case, a vote will not be held more than once in any six (6) month period.
3. Where the Company decides that the continuance of an extended hours arrangement is no longer feasible, the Union will be consulted and advised of such a decision not less than sixty (60) days in advance of the discontinuance.
4. Employees working an extended hours schedule shall be scheduled an average of their normal work-week over a four week period.
5. No employee working twelve (12) hour tours or longer shall be scheduled to work more than four (4) consecutive days and no employee working more than eight (8) hour tours but less than twelve (12) hour tours shall be scheduled to work more than five (5) consecutive days. Employees scheduled more consecutive shifts than outlined above shall be paid double time (2X) for all subsequent consecutive shifts.
6. Employees working extended hours shall be scheduled at least twelve (12) hours

between tours. Failure to comply with the above shall result in payment of double time (2X) for all hours worked within the twelve (12) hour period.

7. Employees working extended tours greater than ten (10) hours in duration shall not be scheduled less than two (2) consecutive days off at any one time and the Company will endeavour to schedule at least two (2) consecutive days off for employees working extended hours of a shorter duration.
8. Wherever in this Agreement a reference to leave is measured in days with the exception of bereavement leave wherein a day shall be deemed to be whatever hours the employee was scheduled to work, a day is understood to be 8 hours. Notwithstanding this, all absences from work shall be recorded in a manner that is reflective of the posted schedule.
9. (a) Paid holidays are understood to be eight (8) hours in length of the scheduled tour.  
(b) When an employee works on a paid holiday, they shall be paid double time (2X) for all hours worked on the holiday in addition to the holiday pay outlined in (a) above.
10. For the purposes of this Article, a weekend shall be defined as 2400 hours Friday until 2400 hours Sunday.
11. Shift and Weekend Premiums shall apply as outlined in the Collective Agreement.
12. Overtime shall be paid at the rate of double time (2X) to employees for all hours worked in excess of the scheduled hours.
13. Shift changes will only be allowed between shifts of the same duration.
14. Except as otherwise provided for this Article, this collective agreement shall apply.

Signed this \_\_\_\_ day of February 2006 at Windsor Ontario.

**For the Company**

**For the Union**

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Memorandum of Understanding

Between

EnWin Utilities Ltd.  
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And

LOCAL UNION 636  
OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
A.F. OF L., C.I.O. & C.L.C.  
(Hereafter known as the Union)

**Vesting of Sick Leave**

In the matter of the effective date for the vesting of sick leave.

1. The parties hereby agree that the date, January 1, 1977 in Article 29 of the Collective Agreement should read January 1, 1979 only for employees who worked under the Office Collective Agreement as of December 31, 1999.
2. The parties hereby agree that the reference to 2080 hours in Article 29 of the Collective Agreement should read 260 days only for employees who worked under the Office Collective Agreement as of December 31, 1999.

Signed this \_\_\_\_ day of February 2006 at Windsor Ontario.

**For the Company**

**For the Union**

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(Hereafter known as the Union)

**Hours of Work – Customer Field Representatives**

*In the matter of Article 16 and the hours of work of the Customer Field Representative (CFR).*

- 1.0 *This agreement is entered into in accordance with the provisions of Article 16 of the Collective Agreement.*
- 2.0 *The Parties agree that effective from the Tuesday after Labour Day until the Friday prior to Victoria Day each year, one employee in the Customer Field Representative classification shall work a shift commencing at 11:00 and ending at 19:00, Monday through Friday.*
- 3.0 *At the beginning of each period of this shift being implemented, the shift (for the entire period) will be offered to the employees on the basis of seniority. Should no volunteers appear, the lowest seniority employee in the classification shall be assigned to the shift.*
- 4.0 *When a vacancy in the shift occurs, for whatever reason and whatever duration, the Company shall retain the right to determine whether or not to fill the vacancy and the terms under which it will be filled.*
- 5.0 *Notwithstanding 4.0 above, when the Company determines that the shift must be filled in its entirety, the least senior employee in the classification shall be assigned to the vacancy. Provided this shift change occurs at any time prior to the first day of the change, no overtime shall be applicable.*
- 6.0 *The Parties agree that shift premiums in accordance with Article 18 of the Collective Agreement shall be applicable. (i.e. 16:00 to 19:00)*

7.0 *The Parties further agree that this agreement shall form part of the current Collective Agreement and shall remain in full force and effect until the expiry of the current Collective Agreement unless further changes are agreed to.*

Signed this \_\_\_\_ day of February 2006 at Windsor Ontario.

**For the Company**

**For the Union**

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OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
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(Hereafter known as the Union)

**Transformer Test and Repair Shop**

*In the matter of the Transformer Test and Repair Shop:*

- 1.0 This agreement is entered into by the Parties with the understanding that it shall set no precedent nor be prejudicial to any position taken by any of the Parties in any other matters at any time.*
- 2.0 It is understood, that the Employer intends to reduce the operations of the Transformer Test and Repair Shop on or around December 31, 2004.*
- 3.0 As a result of this closure, the junior employee in the department (William Sherman) shall be declared surplus and transferred to a Storekeeper position in the Storeroom at a date to be determined by the Employer.*
- 4.0 In consideration of Sherman's age and service, the Employer agrees to 'red circle' his wages. For clarity, Sherman's hourly wage shall be set at the rate effective upon his transfer and shall remain unchanged until such time as the rate of the Storekeeper surpasses the set rate (\$27.54).*
- 5.0 It is understood and agreed that Sherman, may from time to time, be called upon to assist in the Shop. The terms of the Collective Agreement shall be adhered to when this happens.*
- 6.0 In consideration for the work load changes, the Union recognizes that the role description for the remaining employee in the Transformer Shop may be subject to some minor changes in the future. In the event that the role description changes, the Employer agrees to meet with the Union to discuss said changes.*

Signed this \_\_\_\_ day of February 2006 at Windsor Ontario.

**For the Company**

**For the Union**

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Memorandum of Understanding

Between

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(Hereafter known as the Employer)

And

LOCAL UNION 636  
OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
A.F. OF L., C.I.O. & C.L.C.  
(Hereafter known as the Union)

**Incentive Pay Plan**

*This letter will serve as confirmation of an understanding that has been reached between the Parties during contract negotiations with respect to the basis on which any Incentive Pay Plan payment is determined.*

*Upon ratification of a new collective labour agreement between the parties, an Incentive Pay Plan payment of \$800.00 will be offered to each bargaining unit member.*

*For the calendar years 2006, 2007 and 2008 the rules, administration and payout formula of the Incentive Pay Plan will be determined at the discretion of the EnWin Utilities Ltd. Any Incentive Pay Plan payment will be issued to eligible employees by June 30th of the following calendar year. The Incentive Pay Plan payment issued by June 30" in each of the calendar years 2006, 2007 and 2008 will be based on a minimum payout of two hundred and fifty dollars (\$250).*

*The Incentive Pay Plan payment for employees under this agreement will be calculated on:*

- 1. The achievement of business unit and departmental operation targets in Key Result Areas;*
- 2. The achievement of EnWin Utilities Financial targets.*

Signed this \_\_\_\_ day of February 2006 at Windsor Ontario.

**For the Company**

**For the Union**

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Memorandum of Understanding

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(Hereafter known as the Employer)

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LOCAL UNION 636  
OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
A.F. OF L., C.I.O. & C.L.C.  
(Hereafter known as the Union)

**Pay Equity**

*This letter will serve as confirmation of an understanding that has been reached between the Parties during contract negotiations with respect to Pay Equity.*

*The Parties agree to begin pay equity negotiations by April 1, 2006.*

Signed this \_\_\_\_ day of February 2006 at Windsor Ontario.

**For the Company**

**For the Union**

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A.F. OF L., C.I.O. & C.L.C.  
(Hereafter known as the Union)

**Smart Meter Initiative**

*This letter will serve as confirmation of an understanding that has been reached between the Parties during contract negotiations with respect to the Smart Meter initiative.*

*The Parties made a commitment to review, discuss and develop strategies that effectively deal with the challenges presented by the Smart Meter initiative being promoted by the Government.*

Signed this \_\_\_\_ day of February 2006 at Windsor Ontario.

**For the Company**

**For the Union**

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