

# HYDRO DIVISION AGREEMENT

BETWEEN



AND



LOCAL UNION 636  
OF THE INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS  
A.F. OF L., C.I.O. & C.L.C.

***OCTOBER 1, 2008 – MARCH 31, 2012***

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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 the *ENWIn Utilities Ltd.*

hereinafter referred to as 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 with the Company, save and except: professional staff, supervisors, confidential secretaries to senior managers, persons above the rank of supervisor, 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 which 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 classifications and/or jobs to be created during the term of this Agreement. The wages, hours of work and conditions of employment for said 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.
- 1.03 This Agreement shall be binding upon the successors of the Parties hereto, insofar 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 AND CHECK OFF

- 2.01 All present employees covered by this agreement shall, as a condition of employment, remain members in good standing of the Union. All employees hired after the signing of this agreement who are covered by this agreement shall, as a condition of employment, become and remain members in good standing of the Union, upon completion of probation.
- 2.02 The Company agrees to deduct, each pay, 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 notice, of any changes in the amount 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 positions will pay union dues during the period of their employment with the Company (but no initiation fee).
- 2.05 (a) 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.
- (b) As part of the Employer's Orientation Program, the Chairperson or his/her delegate of the Union will be notified in writing whenever a new employee is hired and invited to introduce himself/herself and explain any matter of interest to any such new employee or employees. This meeting will be limited to no more than thirty (30) minutes.
- 2.06 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 of their probationary period and the full classification rate thereafter.

- 2.07 ***Management and Non-Union staff shall not perform any of the work normally performed by the members of the Bargaining Unit, except in cases of emergency, testing of equipment, instructing and/or training employees or where no bargaining unit employees are available. A situation shall be deemed by the Company to be emergent when a sudden, unexpected occasion or combination of forces or events demands immediate action or presents an imminent threat of danger to life or property, The Parties recognize that there are duties that have been historically shared and this article shall not hamper Management's ability in participating in these duties.***

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

It is hereby agreed that no cessation of work shall occur through strikes or lockouts during the life of this Agreement.

### **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.
- 5.02 Meetings between the Company and the Labour Relations Committee shall be held when requested by either party but not more often than once every month. 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, **cell phone, computer with internet and email** for the Union.
- 5.04 Meetings and contract negotiations between the Company and the Union will be convened during normal working hours and those in attendance will not suffer any **loss** of regular 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 Company 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 ***Seniority shall be defined as the length of continuous service with the Company while employed in any classification(s) covered by this Agreement, and/or with any division of the Windsor Utilities Commission prior to January 1, 2000.***
- 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 transfers, awarding job postings, layoffs and recall following layoff; provided that qualifications and ability of the employee(s) are satisfactory.
- 6.04 Any person employed outside the Bargaining Unit, who is subsequently transferred into the Bargaining Unit shall be recognized as a new employee and, as such, begin to accumulate seniority upon appointment to the Bargaining Unit position.
- 6.05 Any employee who chooses to leave the Bargaining Unit, but remains within the employ of the Company 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.

- 6.06 Any employee who is injured during the performance of their duties for the Company 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.
- 6.07 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 twenty four (24) consecutive months or their length of service whichever is lesser
- 6.08 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.
- 6.09 Whenever an employee is transferred from one classification to another (within the Bargaining Unit) their seniority shall not be affected.

#### 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 one hundred and twenty (120) working days – including training. 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. Notwithstanding the foregoing, all employees will be enrolled in the group Health Benefit plans provided in this Agreement after ninety days (90) working days and Life



and **LTD** coverage after one hundred and twenty (**120**) days – including training. Upon successful completion of the probationary period, these employees shall be recognized as Regular Employees and the seniority of said employee will date back to the day on which the **most** recent period of employment began. Any employee working continuously for a period in excess of one hundred and twenty (**120**) working days, shall be required to make application for membership in the Union (except as otherwise noted in Articles 7.03 & 7.04).

- 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 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 Temporary/Casual Employees- The Union recognizes the right and obligation of the Company to fill short term vacancies. The sole purpose for temporary/casual employment is to ensure the continued efficient operation of the Company. Accordingly, the Temporary/Casual employee is one who is hired for a limited (and well defined) period. The term of employment for Temporary/Casual employees shall be limited to six (**6**) months (in the aggregate) in any twelve (12) consecutive months. In the case of **pregnancy**/parental leave, this term will be extended to twelve (12) months. Further exceptions 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. Their employment will terminate immediately upon the completion of their assignment, or at any time prior at the discretion of the Company which will not exceed the time frames noted above.
- 7.04 Students - the Company may hire students during vacation periods and/or on cooperative work programs.
- 7.05 The assignment of students, temporary, casual and/or seasonal employees into Bargaining Unit positions shall in no way adversely affect the regular earnings, hours of work and/or any other condition of employment of the Regular Employees; nor shall such employees impede the promotional opportunity of any Regular Employee(s).

#### **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, which it intends to fill. Notice of the opportunity shall be posted on the Labour Relations Board 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 journey person.

Should the advertised vacancy be in a classification at a higher skill level (i.e. semi-skilled to skilled) than their current position, the terms defined herein shall not be applicable (in order to ensure that upward mobility is not impaired). The Company 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.

- (d) 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.
- (e) If the Union wishes to discuss the applicants, it shall notify Management within two (2) working days of the receipt of the above notice.
- (9) 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.
- (g) The Company agrees to keep available to all employees upon their request the prerequisite qualifications for all Bargaining Unit positions. When the Company determines that these qualifications must change, the J.A.T.C. shall be notified. A plan will be jointly developed by the J.A.T.C. to notify all employees of the change and provide a reasonable single opportunity for employees to obtain the new qualifications.

- (h) Employees assigned to new classifications in accordance with this clause 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 or non-skilled employee within forty-five (45) days worked, if in the opinion of the Company, 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. Probationary employees shall be formally evaluated by the Company at least three (3) times during their probationary period. The Company shall endeavour to prepare such evaluations every twenty-five (25) to thirty (30) working days. Thereafter, similar reports shall be completed on a three (3) month schedule during the remainder of the progression 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.

- (i) 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.
- (j) In the event that the successful applicant for a posted skilled or semi-skilled position is not transferred to the posted position within twenty (20) working days 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.

8.02 When a temporary vacancy occurs in the classifications covered by this Agreement, such vacancy shall be posted on the Labour Relations Boards not later than fifteen (15) working days from the start of said vacancy, except where said vacancy is predetermined to be longer than fifteen (15) working days 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 on a temporary basis within ten (10) working days of the posting of the notice until the absent employee resumes their duties or until it becomes apparent that they will not be able to resume them. Should the employee be

able to resume their duties, they shall be reinstated, but should they not be able to resume them, the vacancy shall be posted again and an appointment made on a permanent basis.

- 8.03 In the event that the vacancy is awarded for reasons other than seniority, the Union will be given an explanation in writing.

#### **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 or non-skilled classification:

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

- (c) Transfer from a semi-skilled or non-skilled classification to a skilled classification:

Semi-skilled or non-skilled 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 semi-skilled to a non-skilled classification:

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

- (f) Transfer from a non-skilled classification to a semi-skilled classification:

Non-skilled employees transferred to a semi-skilled classification shall be deemed to be Apprentices.

- (g) Transfer from a non-skilled classification to a non-skilled classification:  
Non-skilled employees transferred to another non-skilled classification shall receive the rate applicable to the classification.
- (h) Credits may be granted for previous training or experience at the beginning of the Apprenticeship.

**9.02 TRANSFER - TEMPORARY**

An employee temporarily transferred to the following classifications for a period of two (2) hours or more, shall be paid a rate of the classification while in that capacity: Sub-Foreman, Leader Lineman or Service Installation and Repair. Employees temporarily transferred to a classification with a lower wage rate shall be paid at their regular rate. It is understood that temporary transfers shall not exceed thirty (30) working days without the written consent of the Union.

**9.03 SURPLUS TRANSFER**

- (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 employees, 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 **as per Article 12.**
- (b) An employee who exercises bumping privileges into a lesser skilled 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.

**ARTICLE 10 - APPRENTICES**

- 10.01 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.
- 10.02 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:

1<sup>st</sup> year - 80%      3<sup>rd</sup> year - 90%

2<sup>nd</sup> year - 85%      4<sup>th</sup> year - 95%

Thereafter 100% of the classification rate

10.03 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

10.04 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 - 90%

2<sup>nd</sup> six months - 95%

Thereafter - the full classification rate

10.05 An Apprentice to a semi-skilled classification with a two (2) year training period shall be paid the following percentages of the classification rate:

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%

10.06 An Apprentice's training period to the classification of Secondary Linemen shall be two (2) years, and such employee shall be paid the following percentages of the rate of the Linemen classification:

1<sup>st</sup> year - 80%

2<sup>nd</sup> year - 85%

Progression from Secondary Linemen to Linemen shall be based on system requirements and shall not be automatic. When Linemen are required, they will be taken from those in the Secondary Linemen classification and a further two (2) year training period will be necessary.

10.07 Employees who are deemed by the Company to be unsuccessful in their Apprenticeship for Skilled positions will be subject to the following procedure:

- (a) If they are fully qualified in another classification, they will be transferred back to that classification.
- (b) If they are not fully qualified, they will be transferred to the classification of Skilled Trades Assistant.
- (c) Such employees shall not be allowed to remain in this classification for a period of more than six (6) months without the mutual agreement of both parties.
- (d) If such employee has not successfully posted out of the position within six (6) months of transfer, they will be subject to the Surplus Transfer provisions of this agreement.
- (e) The hourly wage rate will reflect the percentage rate the employee maintained prior to the transfer with the comparator becoming the Heavy Line Truck Operator. The Parties further agree that this rate will not be less than 75% of the Heavy Line Truck Operator rate.
- (f) It is understood and agreed that employees shall only be allowed to access the provisions in this clause once within the course of their employment.

10.08 Employees who are deemed by the Company to be unsuccessful in their Apprenticeship for a Heavy Line Truck Operator shall be transferred to the Light Line Truck Operator classification.

10.09 It is understood and agreed that the classifications of Light Line Truck Operator and Skilled Trades Assistant shall only be occupied through the mechanisms noted herein and are not intended to be filled through normal job postings.

#### **ARTICLE 11 - TRAINING**

11.01 The Parties acknowledge that each year of Apprenticeships are deemed by the regulatory bodies to be two thousand (2000) hours in length. In any case

where an employee was given advanced standing in recognition of related experience, the additional credit shall be considered under the direction of the regulatory body. For the purposes of Article **10**, all references to monthly/annual progressions shall be pro-rated based on the "hours" requirements set out by the regulatory body. With respect to overtime opportunities, such employees shall be placed on the Journeymen's list and called out for emergencies at management's discretion,

- 11.02** 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.
- 11.03** For all positions not attached to an apprenticeship, where the employee has been absent due to illness, leave of absence or through injury covered by the Workplace Safety and Insurance Act they shall be required, before they are moved to the next step in the progression, to make up all such time lost, less a credit equivalent to their Annual Sick Leave Allowance. This would be a maximum of eighteen (**18**) working days in any one (**1**) year. Should the time thus lost exceed the allowances defined, such allowances would be forfeited and the employee would be required to serve all time **lost** before advancing to the next level of progression.

#### ARTICLE 12 - LAY OFF & RECALL

- 12.01** (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 of 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.

- (c) Employees who have accepted a lay off shall be recalled in order of seniority and may be eligible to fill a vacancy in a 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.

- 12.02
- (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, **students**, 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; 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 twenty-four (**24**) months of accepting a lay-off, an employee may 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 ten (10) working days 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.

- 12.03 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.
- 12.04 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 pari 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.
- 12.05 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".

- 12.06 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.
- 12.07 An Employee who becomes redundant or is displaced from his job as a result of technological change shall have an opportunity to fill any vacancy for which he has seniority and which he is able to perform, and if there is no vacancy, shall have the right to displace employees with less seniority provided he is able to perform the job of the employee to be so displaced.

#### ARTICLE 13 - DISCIPLINARY ACTION

- 13.01 (a) 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) working days of the meeting.
- (b) The Company is committed to involving the Union in formal investigation meetings held in the office environment when discipline is a likely outcome.
- 13.02 Any document or written statement related to a disciplinary action, which may have been placed on the personnel file of an employee shall be removed after two (2) years have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. If the employee's record is not clear for the said two (2) years, infractions which occurred up to four (4) years previous to the current incident will be taken into account.
- 13.03 No employee covered by this Agreement shall be disciplined or discharged except for just cause.
- 13.04 Any suspended employee shall have the right to the grievance procedure and if exonerated shall be reimbursed for lost times, wages and benefits to which he would otherwise be entitled under this Collective Agreement.

#### ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.01 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. An employee shall have the right to be accompanied by a representative of the Union at any and all times during the grievance procedure.
- iii. ~~No~~ grievance shall be considered unless the employee first presents the matter verbally to their immediate supervisor in an attempt to resolve the issue of dispute.
- iv. Where a grievance arises as a result of a discharge, the Union may present such grievance on behalf of the employee directly to Step 3 of the grievance procedure.
- v. The time limits defined herein may be extended upon written mutual agreement between the Parties.
- vi. Grievances arising under this agreement shall be adjusted and settled as follows:

**STEP 1:**

The aggrieved employee or group ~~of~~ employees shall present their grievance orally to their immediate supervisor and a sincere effort shall be made to resolve the complaint. If a settlement Satisfactory to the employee or group ~~of~~ employees concerned is not reached within five (5) working days after the grievance has been presented, the said employee ~~or~~ group of employees then may present their grievance as follows at any time within two (2) working days thereafter.

**STEP 2:**

The aggrieved employee or **group** of employees then may submit their 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 manager is not satisfactory to the Union, the matter may be referred to the Director or designate within five (5) working days. That 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 and give their written response to the grievance.

**STEP 4:**

If the decision of the Director or designate is not **satisfactory** to the Union and the grievance is a policy grievance or a grievance related to a termination of employment, the matter may be referred to the President within five **(5)** working days. That 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 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.

- 14.02** 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.
- 14.03** Either party may file a Policy 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 and settled within five **(5)** working days thereafter. Should satisfactory Settlement not be made, the dissatisfied party may seek resolution through arbitration within the subsequent ten **(10)** working days. Union Policy Grievances may not be substituted for individual grievances.
- 14.04** Should the grievor fail to process the grievance within the times specified, the grievance shall thereupon become null and void and if the Company shall fail to process the grievance within the times herein specified, the grievor and/or the Union may forthwith apply for arbitration.
- 14.05** 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.

- 14.06 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 15 - WORKING HOURS**

- 15.01 (a) The normal working hours for non-shift workers shall be forty (40) hours per week consisting of eight (8) hours per day - Monday through Friday inclusive. Clerical staff shall work thirty-seven and one half (37%) hours per week consisting of seven and one half (7%) hours per day, Monday through Friday inclusive.
- (b) These hours of work shall be 07:30 to 15:30 inclusive of a twenty minute paid lunch break and 08:00 to 16:00, exclusive of a thirty (30) minute unpaid lunch break for clerical staff.
- (c) These hours of work may be subject to change, but only by mutual agreement between the Union and the Company.

- 15.02 (a) 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 and/or Holidays as part of their regular schedule. Rest days for shift employees shall be consecutive. The creation or establishment of any classification to be deemed subject to the terms and conditions of this clause shall first be discussed with the Union thirty (30) days prior to any such implementation.
- (b) Shift workers shall work a forty (40) hour week. Shift schedule models shall be subject to mutual agreement. Shift schedule models are mutually exclusive of minimum coverage required to staff departmental operations.
- (c) When an employee in the circled (spare) position is rescheduled to fill in for an employee who is absent and has less than twelve (12) hours between scheduled shifts, they shall be paid a premium of *two* dollars and *five* cents (\$2.05) for all hours worked on the first shift to which they have been rescheduled.

The premium pay for less than 12 hours between scheduled shifts shall not apply to the following:

- (a) Less than 12 hours between shifts is part of the regularly scheduled hours of work;

- (b) Mutual shift changes as arranged by the employees; or
- (c) Rescheduling for personal time off, Union business or training seminars or courses.

**ARTICLE 16 - TIME ALLOWANCE FOR CLEAN UP AND REST PERIOD**

- 16.01 Employees save and except clerical staff shall be granted ten (10) minutes clean-up time before lunch and before quitting time. It is understood that employees in the Operating Departments shall not take this time in the final ten (10) minutes of any shift.
- 16.02 Employees shall be granted ten (10) minutes in the morning and ten (10) minutes in the afternoon for the purpose of a rest period.
- 16.03 Office/Clerical 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.

**ARTICLE 17 - SHIFT AND WEEKEND PREMIUMS**

- 17.01 All shift workers working between the hours of 4:00 p.m. and midnight shall be paid a premium of one dollar and twenty cents **(\$1.20)** per hour and all shift workers working between the hours of 12 midnight and 8:00 a.m. shall be paid a premium of one dollar and **thirty cents (\$1.30)** per hour. This premium shall also apply to any employee whose normally scheduled shift commences at twelve (12) noon or thereafter.
- 17.02 Employees who work normally scheduled shifts on Saturday or Sunday shall receive a weekend shift premium of two dollars and fifteen cents **(\$2.15)** in addition to the shift premium under clause 17.01 hereof, if any.
- 17.03 Shift premiums under clauses 17.01 and 17.02 hereof shall not be payable if overtime rates are in effect.

**ARTICLE 18 - OVERTIME**

- 18.01 Non-Shift workers shall be paid two (2) times the standard hourly rate for all hours worked in excess of eight (8) hours a day or seven and one half (7½) hours a day in the case of Clerks, Monday to Friday, and for all hours worked on Saturdays, Sundays and Paid Holidays.
- 18.02 Shift workers shall be paid two (2) times the standard hourly rate for all hours worked in excess of their scheduled working hours, and for all worked on their scheduled Days Off and Paid Holidays.

18.03 Whenever reasonably practicable, the opportunity for overtime shall be distributed on a rotational basis on a total hours concept among the employees normally performing the work for which the overtime is being paid. This will not apply where continuity of work is involved and in no event will this clause be construed to mean equalization of overtime.

18.04 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. Should the allowed time off exceed two (2) hours, the employee must take the time off prior to the beginning of that shift.

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

18.05 Management will give four (4) hours notice of overtime whenever it is possible.

18.06 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 two (2) 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 in any calendar year and must be taken by June 30<sup>th</sup> 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 June 30<sup>th</sup> in any year will be paid out.

18.07 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.

18.08 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 by the Company in advance.



**ARTICLE 19 -CALL OUT**

- 19.01 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 employment.
- 19.02 Pay for call out overtime shall be continuous from the time of call out to the time when the employee involved is dismissed providing the period of time from call out to time of reporting for work is not excessive.
- 19.03
- (a) All qualified employees occupying the classifications of Leader and Powerline Maintainer shall be assigned, on a rotating basis, standby assignments as described in this Article.
  - (b) The Standby system is intended to ensure a timely response to after-hours situations wherein only employees living within a twenty-five (25) kilometre radius from the corner of **Dougall Avenue** and **E.C. Row Expressway** in the City of Windsor (when they are in standby status) are eligible to participate..
  - (c) Employees shall be deemed 'qualified' when they achieve journeyperson status in a classification as listed in (a) above.
  - (d) Employees shall receive the training necessary (as determined by the Company, on the Employer's time at the applicable hourly rate of pay) to ensure that they are qualified and competent to safely perform their standby duties.
  - (e) Standby duties shall commence at **11:30 p.m.** on Monday and cease at **7:30 a.m.** the following Monday. When a paid holiday occurs on a Monday, the transfer of duties will occur on the Tuesday after the holiday. When two (2) or more paid holidays are at the beginning of the week, the transfer of duties will occur on the Monday at **7:30 a.m.** Those employees involved in the transfer of duties shall be paid one (1) hour at the prevailing overtime rate. Standby assignments are in effect from **11:30 p.m.** to **7:30 a.m.** weekdays and all day on weekends and holidays (as defined by the collective agreement).
  - (f) Two (2) employees as defined in **19.03 (a)** shall be scheduled on standby status each week.
  - (g) The employee's assigned standby duty shall also be assigned to work the afternoon shift (**3:30 p.m. to 11:30 p.m.** Monday to Friday except holidays) for the same period of time as their standby assignment.

- (h) In the event that an employee assigned afternoon shift is unable to report for work, the Company may reschedule another qualified employee from the "circle (spare) position" on the standby schedule as Article 15.02 (c).
- (i) An employee assigned standby duties is responsible for ensuring that all calls received are responded to by telephone immediately and that they arrive at the site within thirty (30) minutes - under normal conditions, driving safely and obeying all traffic laws.
- (j) Substitutions **and/or** mutual shift changes for standby duty are permissible provided that it does not result in any additional costs to the Employer. Requests for any changes will be made in writing as soon as possible in advance of the schedule standby shift and will not be unreasonably denied.
- (k) Any employee on standby will act responsibly during the periods in which they may be called upon to respond to a call in order to ensure that they are able to report for duty safely and perform the work necessary. For greater clarity, it is understood and agreed that such employees shall not consume alcohol or prescription or non-prescription drugs that would impair their ability to drive or work.
- (l) In addition to the premiums identified hereafter, any employee on standby who responds to a call shall be paid a minimum of four (4) hours at their prevailing regular hourly rate. Additional calls received during any call-out shall be paid actual hours worked at the appropriate overtime rates for all hours worked. This clause shall be interpreted to mean exactly what is meant by **articles 18 and 19** of the collective agreement.
- (m) Payment for any call-out for the employee on standby shall commence at the time called and continue until thirty (30) minutes after dismissal. No more than eight (8) hours at the prevailing overtime rate will be paid for any eight (8) hour standby shift.
- (n) Any employee on standby shall be supplied with a cellular phone and a vehicle. Personal use of this vehicle (in order to ensure a timely response to calls) shall be permissible but only for the employee on standby with non-employees being prohibited from riding in the vehicle. Any employee who uses the Company vehicle for personal use must record all mileage and the vehicle shall be deemed a taxable benefit as defined by the Canada Revenue Agency (CRA). Such records shall be supplied to the Company at the conclusion of each standby assignment or 500 kilometres shall be deemed taxable.

- (o) Employees on standby shall receive a premium allowance of \$2.35/hour for each hour they are in standby status.
- (p) Standby premiums are paid in recognition of the responsibility on the part of those designated for such duties to respond to calls that occur outside of normal working hours. Therefore, any employee who is not available to provide coverage for the designated shift due to illness, injury, bereavement, emergency leave, personal leaves of absence, lieu time, vacation and/or any other reason will not receive the premiums defined herein for any periods that they were not able to meet the standby obligations.
- (q) Any standby premiums received by an employee will be recognized as pensionable earnings so long as such practice is sanctioned by OMERS and the CRA.

#### ARTICLE 20 - MEAL ALLOWANCES

- 20.01 The Company shall pay a meal allowance of eleven dollars (**\$11.00**), after an employee has completed two (2) hours but less than three (3) hours overtime work contiguous to prescheduled hours and where a meal is not provided. The time required to consume such food shall not be considered part of the overtime period.
- 20.02 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 eleven dollars (**\$11.00**) effective shall be granted for each completed four (4) hours of overtime on the same basis.
- 20.03 In the case of call-out overtime the Company shall pay a meal allowance as in Articles 20.01 and 20.02 when an employee has started and completed four (4) hours overtime work and every four (4) hours thereafter.
- 20.04 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 21 - 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 22 - LEAVE OF ABSENCE WITHOUT PAY**

- 22.01 Employees may be granted a leave of absence for personal reasons, provided they do not engage in gainful employment 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 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 this 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.
- 22.02
- (a) Union Leave – The Company shall grant those elected Representatives of the Union, who so require, leaves of absences with at least two (2) weeks advance written notification of any scheduled absences. 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.
  - (b) **The prohibition on gainful employment noted in Article 22.01 does not apply to employees working for the IBEW in a capacity not directly related to the nature of the work they perform for the Company. This clause shall not be interpreted to override management's exclusive discretion to approve or deny leave requests based upon the exigencies of the business.**

## **ARTICLE 23 - PREGNANCY/PARENTAL LEAVE**

The Company shall grant **Pregnancy/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 24 - BEREAVEMENT LEAVE**

**24.01** 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 or if the employee is the executor and must carry out these duties on the day following the funeral. 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 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.

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

**24.03** 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 (½) day to attend the funeral.

**ARTICLE 25 - COMPASSIONATE LEAVE**

At its 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 26 - JURY DUTY AND CROWN WITNESS LEAVE**

**26.01** 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.

26.02 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 27 -VACATIONS**

27.01 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 (10<sup>th</sup>) 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 (16<sup>th</sup>) 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 employee's 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.
- 27.02 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.
- 27.03 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.
- 27.04 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.
- 27.05 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.
- 27.06 Employees absent from the active payroll will have their vacation entitlement for the next calendar year pro-rated for periods in excess of periods defined herein:
- (a) for greater than four (4) consecutive weeks in the case of an approved L.O. A. or after the elimination period for a claim under the L.T. D. Plan
  - (b) for greater than thirty seven (37) weeks in the case of parental leave; or

(c) for greater than fifty-two (52) consecutive weeks in the case of a combination of pregnancy and parental leave.

- 27.07 Vacation credits may be carried over to the next year for pregnancy and parental leaves provided such vacation is taken continuous to the leave
- 27.08 All employees are allowed to transfer up to five (5) days vacation to the following year upon written request.
- 27.09 Should the Company cancel or postpone an employee's vacation, after such vacation has been requested and subsequently approved by the Company, the Company agrees to provide full reimbursement for any of the employee's deposits, cancellation fees or other similar expenses incurred by the employee as a result of such action, upon production of receipts.

#### **ARTICLE 28 -SICK LEAVE**

- 28.01 For absence due to bona fide illness, employees shall be granted sick leave on the basis on one and one-half (1%) days at normal rate of pay for each full calendar month of employment on the active payroll.
- 28.02 Any employee hired after the date of ratification, 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 (1%) 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 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).
- 28.03 Sick leave grants shall be credited to the employee on the following month and shall be cumulative.
- 28.04 Leave for sickness will be deducted from the accumulated credits.



- 28.05 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.
- 28.06 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.
- 28.07 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 (1½) hours. If an employee is absent for such appointments for a period in excess of one and one-half (1½) hours, the full period of absence will be charged to sick leave and the employee shall complete a "Sick Leave Claim" form.
- 28.08 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 29 - PAID HOLIDAYS**

- 29.01 (a) Days to be recognized as paid holidays during the year shall be New Year's Day, Family 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 29.01 (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).

- 29.02 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 15th in each year.
- 29.03 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.
- 29.04 For each of the paid holidays or those days observed as the effective paid holiday all shift employees 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 **June 30<sup>th</sup>** of the following year, then payment for such hours will be made.
- 29.05 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 30 - DURATION OF CONTRIBUTIONS WHEN ABSENT**

- 30.01 In the case of absence due to illness or accident, the Company shall continue to pay its contributions to the Plans referred to in Article 33 for as long as the employee is in receipt of sick leave grants under Article 28.
- 30.02 The Company will cease its contributions to the Plans referred to in Article 33 while an employee is suspended.
- 30.03 The Company will continue benefits as referred to in Article 33.01 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 31 -WORKPLACE SAFETY & INSURANCE**

- 31.01 Where an employee is unable to work due to a work related injury and such employee makes a claim for loss of earnings benefits to the **WSIB**, the employee will be paid his or her regular wages through the employee's sick leave bank until the **WSIB** makes its initial decision to either approve or deny the claim. To qualify for such payment, the employee must have a positive sick leave bank on the date of injury. For new employees, with less than two (2) years of service on the date of injury, the Company agrees to advance up to ten **(10)** days (eighty hours) of sick leave should their sick leave balance be insufficient to cover the period between the date of injury and the **WSIB** initial decision. Payment will cease in the event that the employee's sick leave bank is exhausted prior to the **WSIB's** initial claim decision. Payment will only continue after the **WSIB's** initial decision when the employee is actively participating in a modified safe and early return to work program.
- 31.02 Where an employee receives payment under Article **31.01** and the **WSIB's** initial claim decision is to approve the claim for loss of earnings benefit, the employee's sick leave bank will be reimbursed for the number of sick leave days used while the employee was off work due to such injury until the **WSIB** makes its initial claim decision. Once **WSIB** approves the employee's claim for loss of earnings benefits, payment under Article **31.01** will cease and the employee will receive loss of earning benefits directly from the **WSIB**.
- 31.03 Where an employee receives payment under Article **31.01** and the **WSIB's** initial claim decision is to deny the employee's claim on the basis that the injury or illness is not work related, the employee's sick leave bank will not be reimbursed for the number of sick leave days used while the employee was off work. If the decision of **WSIB** is to approve the claim and deny loss of earnings benefits, the employee shall not be allowed to use their sick bank for such injury. In such circumstances any sick time used or advanced under **31.01** shall be repaid through future sick leave credits.
- 31.04 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 employee 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 Workers' Safety and Insurance Board of Ontario.
- 31.05 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.

- 31.06 **In the case of an employee who cannot perform all of his/her normal regular duties because of a disabling injury or illness, the Company will provide accommodation through an early and safe return to work program.**
- 31.07 **The Company and the Union shall co-operate fully in the elimination and prevention of unsafe working conditions and practices and assist in the prevention of accidents. All employees covered by this agreement shall co-operate in the implementation of health and safety preventative measures.**

### **ARTICLE 32 -PENSION AND INSURANCE**

- 32.01 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.
- 32.02 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.
- 32.03 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.
- 32.04 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 (1%) times the employee's basic annual earnings (to the next highest one thousand (\$1,000) dollars.
- 32.05 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 month in which an employee reaches age **70, 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:

Option	Basic Term Insurance		Additional Term Insurance
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

32.06 The Company shall make life insurance coverage for Spouses and Dependents available, with the full costs of premiums covered by the Employee.

**ARTICLE 33 - GROUP HEALTH INSURANCE PLANS**

33.01 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 have retired as per OMERS Regulations, their spouses and/or their eligible dependents; retirees (with a minimum of ten (10) years service) who have retired as per OMERS Regulations and who were hired on or after April 1, 2002, their spouses and/or their eligible dependents up to the retiree's sixty-fifth (65) birthday and; 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 five dollars **(\$5.00)**.
- iv. Green Shield Dental Plan 50, - including Orthodontic coverage (to a lifetime maximum of two thousand, five hundred dollars (\$2,500) and one thousand dollars (\$1,000) 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 exams.
- vi. Green Shield Audio Plan H1, - 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).

33.02 With respect to retirees (with a minimum of ten (10) years service) who have retired as per OMERS regulations and who were hired on or after April 1, 2002, it is understood that the Company shall provide the group health benefits defined in this article at no cost to the retiree up to their sixty-fifth (65) birthday. After their sixty-fifth birthday, such retirees 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.

33.03 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.

33.04 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 offset by deducting one quarter (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.

33.05 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 32 or Article 33.

33.06 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 employee's 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 33.01 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.

33.07 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 34 - RETIREMENT**

Employees shall give ninety (90) days notice of their intent to retire.

### **ARTICLE 35 - PAY DAYS**

Employees covered by this agreement shall be paid every Friday.

### **ARTICLE 36 - CONTRACTING OUT**

- 36.01 The Company shall retain the right to enlist the services of contractors, provided that the contracting out of work that can be performed by 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.
- 36.02 Employees transferred to a lower paid classification as the direct 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 change 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.
- 36.03 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 37 - LICENSE FEES**

The Company agrees to reimburse the license fees of employees which must be maintained or renewed as a condition of employment within two (2) weeks of the date the receipt is submitted to the Employee's supervisor.

### **ARTICLE 38 - EQUIPMENT**

- 38.01 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. It is understood that the Company agrees to replace raincoats when damaged or destroyed and are returned to the Company.



38.02 All 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 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 four hundred dollars (\$400.00) each for each year of this agreement and an extra two hundred and fifty dollars (\$250) in the first year of this agreement. These allowances will be made available on April 1st of each calendar year. If such allowances are not spent by December 31st of each calendar year, they shall be forfeited by the employee.

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 April 1 and September 30 of each year shall be entitled to the full annual allowance.
- b) Employees hired between October 1 and March 31 of each contract year shall be entitled to 50% of the annual allowance.

38.03 It is the personal responsibility of each employee to report to their immediate supervisor any defects in tools, protective clothing or safety equipment.

#### **ARTICLE 39 - NO DISCRIMINATION/NO HARASSMENT**

39.01 The Company agrees that they 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 rights of the Company, or the rights of any duly authorized officer acting for the Company.

39.02 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 40 - RESUSCITATION, ACCIDENT PREVENTION AND FIRST AID**

40.01 It is hereby agreed that two (2) consecutive hours (with pay) will be scheduled by Management once every other month for all employees covered by this Agreement to attend safety meetings, discuss accident prevention, and

receive safety instruction under competent supervision. Special arrangements, where necessary, will be made to allow participation by shift employees.

- 40.02 All 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.
- 40.03 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 41 - 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 42 - GENERAL

- 42.01 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.
- 42.02 Bulletin Boards: Bulletin Boards shall be furnished (at all permanent/home base locations) by the Company for the Unions 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.

- 42.03** 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).
- 42.04** 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 form part of this Agreement and shall be enforceable pursuant to the grievance and arbitration provisions defined therein.
- 42.05** 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.
    - (9) 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 the employee's passage is refused and/or he/she feels his/her health and safety are threatened:
  - (a) contact his/her Supervisor for further direction
  - (b) he/she 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.

**ARTICLE 43 - DURATION OF AGREEMENT**

- 43.01 This Agreement shall become effective October **1, 2008** and remain in full force and effect until March **31, 2012**. Within a period of not more than ninety (90) days, and not less than thirty days prior to March **31, 2012**, either party may give notice in writing to the other of its' desire to bargain on amendments and/or revisions to the Agreement.
- 43.02 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 44 - CLASSIFICATION & HOURLY WAGE RATES**

- 44.01 An across the board (hourly) wage increase will be awarded as follows:
  - Effective October **1, 2008** - (and retroactive on all hours paid) for all classifications - **1.875%**
  - Effective October **1, 2009** - for all classifications - **1.875%**
  - Effective October **1, 2010** - for all classifications - **1.875%**
  - Effective October **1, 2011** - for all classifications - **1.0%**
- 44.02 In Schedule A the grade indicated for the classification is as follows:
  - S. - Skilled

S.S. - Semi-Skilled  
N.S. - Non-Skilled

44.03 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 the classifications.

**SCHEDULE A**

<b>CLASSIFICATION</b>		<b>2008-10-01</b>	<b>2009-10-01</b>	<b>2009-11-05</b>	<b>2010-10-01</b>	<b>2011-10-01</b>
Overhead Line Inspector	S	\$34.23	\$34.87	\$35.71	\$36.38	\$36.74
Leader				\$35.71	\$36.38	\$36.74
Sub-Foreman SAM	S	\$34.23	\$34.87	\$34.87	\$35.52	\$35.89
Sub Foreman U.G.	S	\$33.48	\$34.11	\$34.11	\$34.75	\$35.10
Board Operator	S	\$32.84	\$33.46	\$33.66	\$34.39	\$34.73
Powerline Maintainer				\$33.28	\$33.89	\$34.23
Systems Operator	S	\$32.13	\$32.73	\$32.73	\$33.35	\$33.68
<b>P &amp; C Technologist</b>	S	\$32.10	\$32.70	\$32.70	\$33.31	\$33.64
Service Installation & Repair U.G.	S	\$31.97	\$32.57	\$32.57	\$33.18	\$33.51
Cable Splicer	S	\$31.58	\$32.17	\$32.17	\$32.77	\$33.10
<b>SAM Maintenance</b>	S	\$30.97	\$31.55	\$31.55	\$32.14	\$32.46
Secondary Lineman	S.S.	\$28.66	\$29.20	\$29.20	\$29.75	\$30.05
Cable Locator	S	\$27.72	\$28.24	\$28.24	\$28.78	\$29.07
Heavy Line Truck Operator	S	\$26.86	\$27.36	\$27.36	\$27.87	\$28.15
Spare Heavy Line Truck Operator	S	\$26.86	\$27.36	\$27.36	\$27.87	\$28.15
Skilled Trades Assistant	N.S.	\$26.86	\$27.36	\$27.36	\$27.87	\$28.15
Streetlight Const & Maintenance	S.S.	\$26.60	\$27.10	\$27.10	\$27.61	\$27.89
Clerk Hydro	N.S.	\$24.54	\$25.00	\$25.00	\$25.47	\$25.73
Light Line Truck Operator	S.S.	\$21.49	\$21.89	\$21.89	\$22.30	\$22.52

ENWIN UTILITIES LTD.

*[Signature]*  
*B. [Signature]*  
*Conni [Signature]*  
*[Signature]*

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

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

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 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 17<sup>th</sup> day of February, 2010 at Windsor, Ontario.

For the Company

\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_  
*Genny Basellini*  
\_\_\_\_\_  
*Chris McFadden*  
\_\_\_\_\_  
*B. Dyer*  
\_\_\_\_\_

For the Union

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*[Signature]*  
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Memorandum of Understanding

Between

*ENW/N* 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 - Locators**

In the matter of the hours of work for the Locators in the Underground Department:

- 1.0 The Parties agree, that the employees in the classification of Locator assigned to the Underground Department shall work on a new schedule consisting of four (4) ten (10) hour shifts per week, beginning at 06:30h and ending at 16:30h with a 20 minute paid lunch break.
- 2.0 The employees shall work a schedule with alternating Mondays and Fridays off resulting in alternating four (4) day and two (2) day weekends.
- 3.0 In the event that a Paid Holiday falls on an employee's scheduled day off, that employee shall be paid an additional eight (8) hours pay in lieu of the Holiday. It shall be optional for the employee to opt to take eight (8) hours time in lieu of the Holiday instead of the eight (8) hours pay.
- 3.1 In the event that a Paid Holiday falls on a day that an employee is scheduled to work and the employee is granted the day off, that employee shall be paid ten (10) hours Holiday pay.
- 3.2 In the event that a Paid Holiday falls on a day that an employee is scheduled to work and the employee is required to work, that employee shall be paid ten (10) hours Holiday pay in addition to double time for all hours worked.

- 4.0 It is recognized that the terms of the Collective Agreement, including the Memorandum of Understanding shall govern all aspects of this agreement.
- 5.0 Employees in the classification of Locator in the Underground Department shall be allowed to use the Company vehicle to travel between their residence and their assigned worksite daily.
- 5.1 Employees driving Company vehicles shall only use the vehicles for the purposes of traveling to and from work. It is agreed and acknowledged that no personal use of the Company vehicles is allowed nor will it be condoned.
- 5.2 The Parties agree that any employee driving a Company vehicle shall be free from the effects of any alcohol or drugs while operating the vehicle.
- 5.3 The Parties understand that the use of a Company vehicle for the purposes described herein may be deemed to be a taxable benefit by the Canada Revenue Agency. By agreeing to use a Company vehicle in this manner, the employees agree that they are knowledgeable of the taxable benefit implications and accept full responsibility thereof.
- 6.0 The employees shall receive their daily assignments at their residence via e-mail or through another agreed upon means prior to attending work and shall then proceed to the location of their first assignment for the official start time of their assigned shift.
- 6.1 The Company reserves all rights under Article 4 of the Collective Agreement and shall approve shift exchanges and leave requests and backfill absences/vacancies on the basis of operational requirements with the understanding that any employee assigned to this classification shall become a party to this agreement.
- 6.2 In the event of the occurrence of overtime incurring Article 18.04, (sleep time), the Parties agree that the threshold shall be deemed to be five (5) hours worked in the ten (10) hours immediately preceding the start of the shift.
- 7.0 All transferees into this classification will be required to work under this arrangement.

8.0 It is understood and agreed that this agreement shall remain in full force and effect for the remainder of the current collective agreement and that this agreement is entered into without any precedent or prejudice to any positions taken by either party relating to other issues in the future.

Signed this 17<sup>th</sup> day of February, 2010 at Windsor, Ontario.

For the Employer

\_\_\_\_\_  
*Stearns*  
\_\_\_\_\_  
*Annie Asselin*  
\_\_\_\_\_  
*John McManis*  
\_\_\_\_\_  
*B. Blizyn*  
\_\_\_\_\_

For the Union

\_\_\_\_\_  
*Big Mary*  
\_\_\_\_\_  
*H. De*  
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*W. Richards*  
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*Rodney Hill*  
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*J. J.*  
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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)

Performance 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 Performance Pay Plan payment is determined.

Upon ratification of a new collective labour agreement between the parties, a Performance Pay Plan payment of **\$1,000.00** will be offered to each bargaining unit member for operational efficiencies.

For the calendar years **2009, 2010** and **2011** administration and payout formula of the Performance Pay Plan will be determined at the discretion of the *ENWIN* Utilities Ltd. Any Performance Pay Plan payment will be issued to eligible employees by June 30<sup>th</sup> of the following calendar year. The Performance Pay Plan payment issued by June 30<sup>th</sup> in each of the calendar years **2010, 2011** and **2012** will be based on a minimum payout of three hundred and fifty dollars (**\$350**).

The Performance 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 ENW Utilities Ltd. Financial targets.

Signed this 17<sup>th</sup> day of February, 2010 at Windsor, Ontario.

For the Employer

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*[Signature]*  
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*Conni Asselin*  
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*Mike McPherson*  
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*B. Wilson*  
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For the Union

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*Big Manig*  
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*W. Richards*  
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*Rodney Hill*  
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*[Signature]*

Memorandum of Understanding

Between

ENWIN Utilities Ltd.  
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LOCAL UNION 636  
OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,  
A.F. OF L., C.I.O. & C.L.C.  
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Sub Foreman Substitution – Underground Department

On crews of three (3) or more that do not already contain a sub-foreman or acting sub-foreman in the Underground Department, the senior cable splicer on the crew shall have the opportunity to act in the capacity of sub-foreman and receive the appropriate rate of pay.

This agreement shall remain in full force and effect for the duration of this collective agreement.

Signed this 17<sup>th</sup> day of February, 2010 at Windsor, Ontario.

For the Employer

For the Union

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*Stearns*  
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*Annie Asseini*  
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*Bob McManis*  
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*B. Roby*  
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*Jim Manly*  
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*W. Richards*  
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*Rodney Hill*  
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Memorandum of Understanding

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Coverage for Streetlight Construction and Maintenance Overtime

In the event that Streetlight Construction and Maintenance overtime list has been exhausted and sufficient manpower has not been obtained, additional staff shall be drawn from the Heavy Line Truck Operator overtime list.

This shall in no way allow a Heavy Line Truck Operator to perform streetlight work in the absence of at least one (1) qualified Streetlight Construction and Maintenance person.

Signed this 17<sup>th</sup> day of February, 2010 at Windsor, Ontario.

For the Employer

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*Annis Baselin*  
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*Mike McManis*  
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*B. O'Brien*  
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For the Union

*Big Man*  
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*F. O.*  
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*Richards*  
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*Rodriguez*  
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Memorandum of Understanding

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(Hereafter known as the Union)

Extended Shift Trial – SAM Department

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

The Parties made a commitment to explore and discuss the potential for a trial of extended shifts in the SAM department.

Signed this 17<sup>th</sup> day of February, 2010 at Windsor, Ontario.

For the Employer

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*[Signature]*  
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For the Union

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Memorandum of Understanding

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**Equipment**

Once during the duration of this collective agreement, the Company will provide each Overhead and Underground employee with seniority a tool bag as approved by the tool and equipment committee. It is expected that these bags will be available by Christmas 2009.

Signed this 17<sup>th</sup> day of February, 2010 at Windsor, Ontario.

For the Employer

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*[Signature]*  
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*Conny Asselin*  
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*Mike McManis*  
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*B. Ditzler*  
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For the Union

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*Big Man*  
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*[Signature]*  
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*Rodney Hill*  
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*[Signature]*  
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Shift Schedule – Operating Department

This letter will serve as confirmation of an understanding that has been reached between the Parties during contract negotiations with respect to minimum coverage to staff departmental operations.

Notwithstanding that Article 15.02 (b) provides that shift schedule models are mutually exclusive of minimum coverage required to staff departmental operations the Company agrees to:

1. maintain a minimum coverage of two (2) employees on day shift Monday to Friday except in the case of approved leave where replacement coverage will be maintained at twelve (12) hours for one journey person and a minimum of eight (8) hours for the other journey person or qualified apprentice (A qualified apprentice shall be defined as an apprentice with more than 4500 hours credited as worked in the trade).
2. maintain a minimum coverage of one (1) journey person on Saturday and Sunday.
3. second journey person on day shift Saturday and Sunday is spare and will not be replaced if absent (the spare person position is not supernumerary).
4. this schedule has a minimum coverage of one (1) journey person on night shift seven (7) days per week.
5. minimum coverage on statutory holidays is one (1) journey person on both the day and night shifts.

6. the supernumerary shifts can only be moved on the same day. When supernumerary is required to move to night shift, the employee **will** be moved on all supernumerary shifts, start time for all shifts is 19:30.
7. **the supernumerary person on the work schedule is the only journey person that can be reassigned to the night shift to cover the absence of another journey person.**

This agreement shall remain in full force and effect for the duration of the current collective agreement.

Signed this 17<sup>th</sup> day of February, 2010 at Windsor, Ontario.

For the Employer

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*[Signature]*  
Annie Hosselin  
\_\_\_\_\_  
*[Signature]*  
B. H. Green  
\_\_\_\_\_

For the Union

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*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
Richard  
\_\_\_\_\_  
*[Signature]*  
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*[Signature]*  
Wynne  
\_\_\_\_\_

Memorandum of Understanding

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Sub Foreman Rate for Training

Whereas the Parties have agreed during the current round of collective bargaining to establish the new classification of Powerline Maintainer and;

Whereas this new classification shall be required to perform work on the Company's underground distribution system;

Whereas the employees assigned to this new classification shall require training of a specialized nature from employees in the Cable Splicer classification;

Therefore, the Parties agree that:

- 1) The senior Cable Splicer on any crew that does not already include a Sub Foreman and contains a Powerline Maintainer for the purpose of training or job familiarization shall receive the Sub Foreman Underground rate of pay for the period in which the Powerline Maintainer is physically present on the crew.
- 2) Any Cable Splicer providing classroom training to one (1) or more Powerline Maintainers shall receive the Sub Foreman Underground rate of pay for the duration of such assignment.
- 3) It is further recognized that this agreement only contemplates Powerline Maintainers who were fully qualified journeyman Lineman as the date of ratification of this agreement.

4) This agreement shall remain in full force and effect for the duration of the transition period.

Signed this 17<sup>th</sup> day of February, 2010 at Windsor, Ontario.

For the Employer

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*[Signature]*  
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*Conni Aschlin*  
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*Whe. McManis*  
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*B. D. Hsu*  
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For the Union

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*B. M. King*  
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*F. P. [Signature]*  
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*W. Richards*  
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*Rolyn Hill*  
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*[Signature]*  
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*Aljona [Signature]*

Memorandum of Understanding

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**Pilot Program – Underground Standby Assignment**

Whereas the Parties discussed the operational benefits of standby assignments for Cable Splicers in the Underground Department.

And whereas the Parties agreed that such benefits could only be measured experientially;

Therefore the Parties agree:

1. In 2010 a pilot program will be operated wherein one (1) Cable Splicer/Sub Foreman/Underground Service Installation & Repair Underground shall be assigned standby status per week.
2. This pilot program will consist of volunteers from the Cable Splicer/Sub Foreman Underground Service Installation & Repair Underground classifications. The duration of this pilot program will be established on the basis of each volunteer performing standby duties for four (4) weeks in rotation, understanding that for this pilot program to proceed it will require a minimum of four (4) volunteers.
3. Cable Splicer/Sub Foreman/Underground Service Installation & Repair Underground assigned such status shall be subject to all the terms and conditions outlined in Article 19.03 with the exception of afternoon shift assignments.
4. The standby Cable Splicer/Sub Foreman/Underground Service Installation & Repair Underground will be called in to work when the call is known to be related to underground plant and equipment. This call may or may not be in lieu of a call to the standby list defined in Article 19.03.

5. The Union commits to providing the Company with a final list of volunteers no later than December 1, 2009.
6. This pilot program, if deemed successful by both Parties, will then continue for the duration of the collective agreement.

Signed this 17<sup>th</sup> day of February, 2010 at Windsor, Ontario.

For the Employer

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*[Signature]*  
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Carmi Haselin  
\_\_\_\_\_  
Mike Shannon  
\_\_\_\_\_  
B. [Signature]  
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For the Union

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*[Signature]*  
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W. Richards  
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Randy [Signature]  
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*[Signature]*  
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*[Signature]*  
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Streetlight Maintenance Classification

WHEREAS the Employer and its' predecessor firms have been responsible for the installation, maintenance and repair of the street lighting system within the municipal boundaries of the city of Windsor and;

WHEREAS the Employer has advised the Union that it intends to divest itself of any interests in the Streetlight Department no earlier than June 30<sup>th</sup>, 2008;

THEREFORE the Employer and the Union each agree with the other to the following terms and conditions:

1. The Employer shall develop a job description to replace that of the Streetlight Maintenance and Construction classification. The job description shall be completed and presented to the Union and affected employees no later than May 31, 2008. The wages, hours of work and all other terms and conditions of employment for this new classification will be subject to negotiations as provided in the collective agreement.
2. This new classification shall have three positions attached to it until no earlier than December 31, 2014 unless mutually agreed by the Union and the Employer..
3. The job posting requirements as defined by the collective bargaining agreement shall be waived and the employees presently working in the Streetlight Construction and Maintenance Classification will be reassigned to the new positions.



4. The new classifications shall recognize the skills of the affected employees and be designed to ensure their continued success by providing meaningful and productive work that will contribute to the overall effectiveness of the Employer.
5. Regardless of the outcome of discussions regarding this new classification, the employees currently classified as Streetlight Construction and Maintenance personnel will suffer no loss in wages, benefits or other rights or entitlements provided under the collective agreement. In the event that the new classification is deemed to be a lower paying classification the affected employees shall be red-circled.
6. Should additional training be required for the employees currently in the Streetlight Construction and Maintenance classification, such training shall be determined and fully funded by the Employer. Should such training be conducted after normal working hours, the parties agree that the employees' hours of work will be adjusted to accommodate such schedules and no overtime pay will be paid as a result of such training.
7. In the event that any of the affected employees is successful in transferring to another position through the job posting procedures in the collective agreement or is bumped, the position number commitment in (2) above shall diminish by the number of positions affected.
8. This agreement is made without prejudice or precedent to any positions or decisions that may be taken by the Parties in any other matter. Accordingly, this agreement shall not be referred to in any future proceedings between the parties except to enforce the terms thereof.
9. This agreement will remain in full force and effect until its' expiration on December 31, 2014 and is enforceable pursuant to the grievance and arbitration process of the Collective Agreement in effect between the Union and the Employer from time to time.

Signed this 17<sup>th</sup> day of February, 2010 at Windsor, Ontario.

For the Employer

For the Union

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\_\_\_\_\_  
Carmel Assolini  
John McKeown  
B. Witzner  
L. Pennington

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\_\_\_\_\_  
B. Maning  
F. Clarke  
W. Richards  
Randy Hill  
\_\_\_\_\_  
A. [Signature]

Memorandum of Understanding

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Overhead Line Inspector

This letter will serve as confirmation of an understanding which has been reached between the Parties during contract negotiations with respect to the Overhead Line Inspector classification.

For the duration of this collective agreement or until the retirement of the incumbent, whichever ever comes first, the Company agrees to observe the new Leader pay rate for the Overhead Line Inspector/Temporary Overhead Line Inspector classification.

It is the Company's intention to review the qualifications and rate of pay for this classification following the conclusion of this letter of understanding.

Signed this 17<sup>th</sup> day of February, 2010 at Windsor, Ontario.

For the Employer

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For the Union

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Former Service Installation and Repair Overhead Classification

This letter will serve as confirmation of an understanding which has been reached between the Parties during contract negotiations with respect to the former Service Installation

This classification is merged into the Powerline Maintainer classification on the date of ratification. Current Service Installation and Repair employees will be assigned their current truck when not on standby, with the understanding that they will fulfil all of the duties of a Powerline Maintainer.

Signed this 17<sup>th</sup> day of February, 2010 at Windsor, Ontario.

For the Employer

For the Union

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