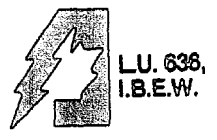


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AGREEMENT

BETWEEN
WINDSOR UTILITIES COMMISSION
AND
THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL UNION 636

APRIL 1, 1993 - MARCH 31, 1994



087 4 308

THIS AGREEMENT made in duplicate as of the 16th day of June, 1993

BETWEEN:

THE WINDSOR UTILITIES COMMISSION
hereinafter referred to as the "Commission"

of the First Part

- and -

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

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

of the Second Part

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 Commission **recognizes** the Union as sole bargaining agent for **all** its employees, save and except foremen, persons above the rank of foremen, office staff, watchmen and students not employed in classified occupations.

1.02 The wages, hours of work and conditions of employment of any new classification created or established within the bargaining unit during the life of this agreement will be negotiated with the Union within thirty (30) days of such establishment and become part of this agreement.

ARTICLE 2 - MANAGERIAL RIGHTS

2.01 The Union acknowledges that it is the function of the Commission, subject to the terms and conditions of this Agreement, to hire, promote, demote, **transfer** employees, and also the right of the Commission 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.

2.02 The Union further **recognizes** the right of the Commission to operate and manage its business in accordance with its commitments and responsibilities and the Commission agrees that it will not exercise this right in a manner inconsistent with the provisions of this Agreement.

2.03 The Commission 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 the utilities services entrusted to its care, provided that no such rule or regulation shall be inconsistent **with** the terms of this Agreement.

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 - CHECK OFF

4.01 The Commission will deduct from each employee in the bargaining unit an amount equivalent to regular monthly union dues. The current monthly dues will be deducted in equal amounts from each pay received in the calendar month, and **shall** be remitted to the Union's **Financial** Secretary before the fifteenth day of the following calendar month. The Commission will also deduct and remit an amount equivalent to the Union initiation fee from each new employee. The President or the Secretary of the Union shall notify the Commission, in writing, of the amount of such monthly dues to be deducted under this section and, from time to time, of any changes in the amount thereof. Payroll deductions will not include any fines. Union dues will be included on the employee's **T4** slip.

4.02 In consideration of the deduction and forwarding of union dues by the Commission, the Union agrees to indemnify and save harmless the Commission against any claim or liability arising out of or resulting from the collection and forwarding of regular monthly union dues or initiation fees.

4.03 Students employed in classified occupations will pay union dues during the period of their employment with the Commission (but no initiation fee).

ARTICLE 5 - DURATION OF AGREEMENT

This agreement shall become effective from the ~~1st day of April, 1993~~ and remain in effect until the ~~31st day of March, 1994~~. It is agreed however, that ~~this agreement~~ shall continue in force from year to year from ~~the 1st day of April to and including the 31st of March~~ in each year unless either of the parties hereto shall ~~within~~ the period of ~~not more than ninety (90) days and not less than thirty (30) days prior to the expiration in any year give notice in writing to the other party that this agreement shall cease to operate at the end of the then current year or that it desires to bargain with a view to the renewal with or without modification of the agreement then in operation.~~ In ~~the~~ event of notice given in accordance with the above, each party shall submit to the other party, at least ~~thirty (30) days prior to the anniversary date, a written statement setting forth all matters with respect to which it desires to modify or amend this agreement.~~

LABOUR RELATIONS

ARTICLE 6 - REPRESENTATION

6.01 The Commission ~~shall~~ provide ~~the~~ Union with ~~a list~~ of Management Personnel ~~who will deal with~~ the Union's Labour Relations Committee. The ~~Union~~ shall provide ~~the~~ Commission 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 Manager.

6.02 Meetings between Management Personnel 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.

6.03 Letter of understanding to provide office space with desk, chair, filing cabinet and **phone** for **union** steward in Water Division, as soon as **practical**. Provide same to **Hydro** Division, when and if Unit Chair position is staffed by a different incumbent.

ARTICLE 7 - GRIEVANCE PROCEDURES

7.01 No grievance shall be considered or be subject to the grievance procedure unless the same is presented in writing signed by the grievor within five **(5)** working days after the occurrence of the incident upon which the grievance was founded and presented to the immediate Supervisor. Such written grievance shall indicate the nature of the grievance and the redress sought.

7.02 The Superintendent shall deal with the grievance and give their answer in writing to the Union within two **(2)** working days following the day upon which they received the grievance.

7.03 If the decision of the Superintendent is not satisfactory to the employee or the Union, an appeal in writing within two **(2)** working days may be **filed** with the respective Chief Engineer who shall within two **(2)** working days following the day upon which they **received** the grievance meet with the appropriate Unit Chairperson in an effort to satisfactorily resolve the grievance and shall give a written response within two **(2)** further working days.

7.04 If the decision of Chief Engineer is not satisfactory to the employee or the Union an appeal in writing within three **(3)** working days may be **filed** with the General Manager who shall, within three **(3)** working days after receipt of such notice, meet with **the** Labour Relations Committee and the aggrieved (upon the request of either the Union or Management) in an effort to satisfactorily resolve the grievance and shall, within three **(3)** further working days following such meeting, give their decision in writing to the Labour Relations Committee.

7.05 If the decision of the General Manager is not satisfactory, arbitration as set out in the Labour Relations Act may **be** sought within five **(5)** working days **after** receipt of such decision.

7.06 Should **the** grievor fail to process the grievance within the times specified, the grievance shall thereupon become null and void and if the Commission shall fail to process the **grievance** within the tunes herein specified, the grievor and/or the Union may forthwith apply for arbitration.

7.07 The procedure herein shall apply to a grievance by a group of employees.

7.08 Either party may institute a policy grievance by notice in writing to the other party within five **(5)** working days of the occurrence of **the** cause of the alleged **grievance** and **the** same shall be settled within five **(5)** working days (or such longer time as may be mutually agreed upon) thereafter; should satisfactory settlement not be made within **the** tune specified **the** dissatisfied party may **within five (5)** working days apply for arbitration. Failure to apply for arbitration within the prescribed period shall nullify the alleged grievance. Union **policy** grievances may not be substituted by the Union for individual grievances.

7.09 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 Chairman.

7.10 Any employee discharged, disciplined or **penalized** for any alleged violation of Commission **rules** shall have the right to lodge a grievance in the manner and to the extent herein provided. The employer 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 section **43.01** of the Labour Relations Act.

ARTICLE 8 - DISCIPLINARY ACTION

8.01 When an employee is ordered to appear before Management Personnel for reprimand or disciplinary action, a member of the Labour Relations Committee will be notified at least one **(1)** working day prior to the appearance of the reason, and may attend with said employee. A memorandum of such proceedings before Management Personnel will be delivered as soon as possible to the member of the Labour Relations Committee so notified. If a member of the Labour Relations Committee is not so notified, any reprimand given will not be a matter of record.

8.02 Management Personnel when reprimanding an employee or imposing disciplinary action for a current incident, will not take into account any prior infractions which occurred more than two **(2)** years previous to such incident, provided that the said employee has an unblemished record for the two **(2)** years immediately prior to the date of the current incident. In the event the employee's record is not unblemished for the said two **(2)** year period, infractions which occurred up to four **(4)** years previous to the current incident will be taken into account.

ARTICLE 9 - SUSPENSION

When an employee is suspended, a **member** of the Union's Labour Relations Committee shall be verbally notified of the suspension as soon as possible and **the** Area Representative of the Union will be notified, in writing, within three **(3)** normal working days of the date of the suspension, as to the duration and cause. Any suspended employee who is exonerated shall **be** reimbursed for lost time and benefits to which they would otherwise be entitled under Article **41** hereof.

CONDITIONS OF EMPLOYMENT

ARTICLE 10 - EMPLOYMENT

10.01 The Commission, through Management **Personnel**, shall notify the Area Representative of the Union in Writing immediately of the engagement of any **new** employee defining **particulars** of employment. When said employee is declared a permanent employee at the end of **their** probationary period, the Area Representative of the Union shall again be **notified** in writing.

10.02 The Commission shall employ under the **classifications listed** in this agreement only members of the Union in good standing (subject to the provisions of the Labour Relations Act) or those commencing employment who will apply for membership in the Union at the end of their probationary period which shall not exceed ninety **(90)** calendar days. When probationary employees have been absent, **they** shall be required before being placed on the regular staff to serve all time thus lost. This clause shall not apply to students who **qualify** under Article **4**.

10.03 New employees hired as fully **qualified** skilled or semi-skilled classifications, shall

receive upon commencing employment not less **than** ninety-five per cent **(95%)** of the classification rate for the probationary period and the full classification rate thereafter,

10.04 Credits may be granted to new employees for previous training or experience **in** the work of the classification to which they are assigned for training.

ARTICLE 11 - SENIORITY

11.01 Seniority shall be defined as the length of continuous service within a division of The Windsor Utilities Commission in the bargaining unit covered by this Agreement **and** is not transferable between divisions or any other **bargaining unit**.

11.02 Seniority shall prevail in making demotion, transfer for staff reduction, lay-off or recall of any employee to work which in Management's opinion they are qualified to **perform** or which they have performed previously. In the case of **promotions** and transfers, by application, seniority will be the governing factor provided the employee, in the opinion of Management, has sufficient ability and qualifications to perform the work available.

11.03 Employees will lose seniority rating for any of the following **reasons**:

- a) If they resign;
- b) If they are **discharged**;
- c) If they fail to return to work within the terms of the Recall After Lay-off clause.
- d) If employees **exceed a granted leave** of absence (unless they provide a reasonable explanation to the Commission) or use the leave of absence for reasons other than originally intended.
- e) If they are laid off for a **period** of twenty four **(24)** consecutive **months** or their length of service, whichever is lesser.

11.04 When employees have been laid off for business reasons and have returned to work under the provision of the Recall After Lay-off clause, their seniority shall be the sum total of their working time with their Division of The Windsor Utilities Commission excluding **the** lay-off period.

11.05 Persons choosing to leave the bargaining unit may at any **time** be transferred back to the bargaining unit consistent with **their** accumulated seniority and shall enjoy seniority rights accordingly, subject in all respects to the provision of this Agreement, provided they have secured a withdrawal **card** from the Union.

11.06 A person who has elected to leave the bargaining unit pursuant to Article **11.05** hereof for more than one **(1)** year and who subsequently returns to the **bargaining unit shall not** have accumulated seniority **while** out of the unit for the purpose of job posting under Article **12**.

11.07 Employees transferring from one Division (or bargaining unit) to **the other** as a result of a **job opportunity** posting shall retain **their** seniority in the Division (bargaining unit) they posted out of and begin to **accumulate** seniority in their new Division (bargaining unit) on the date of closing of the posted position.

ARTICLE 12.01 F O R CLASSIFICATION VACANCIES

12.01 (a) **The** Commission through Management Personnel shall notify the Area Representative of the Union **in** writing of any vacancy occurring within the classifications listed in this Agreement. Notice of the vacancy shall be posted on the Labour Relations Board of the Division where the vacancy exists 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 from the employees of the Division where the vacancy exists on forms provided by the Commission. It shall be optional for the Commission to consider applicants from third and fourth year Improvers or from employees who have served less than one year in their respective trade as a journeyman. It shall likewise be optional for the Commission to consider applicants for semi-skilled classifications from employees in other semi-skilled positions who have served eighteen **(18)** months or more as an improver and less than six **(6)** months as fully qualified. 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) Notwithstanding the foregoing, where a vacancy occurs in the classification of Meter Reader, Storekeeper, Collector or Labourer, notice of the vacancy shall be posted on the Labour Relations Board of both Divisions for a minimum of five **(5)** working days. Employees transferring from one bargaining unit (contract) to **another**, except **in the** case of a temporary transfer, **as** a result of a job opportunity **posting** shall retain **their** seniority **in the** bargaining unit (contract) **that** they posted out of and begin to accumulate seniority **as** of the date of the closing of the posting in their new bargaining unit (contract). Employees assigned to new classifications in accordance with this clause through job **opportunity postings** will have a probation period of twenty **(20)** days worked wherein **they** may **elect** to revert to **their** former classification, but nothing in **this** clause will prevent their re-assignment to **their** former classification with respect to a skilled employee within ninety **(90)** days worked and **with** respect to a semi-skilled employee **within** forty-five **(45)** days worked, if **in** the opinion of Management personnel they are unlikely to perform **their new** duties acceptably.

(d) Management Personnel **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 board **in** the Division where the vacancy **existed 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.

(f) Any employee who is on scheduled vacation (not **exceeding three (3) weeks**) when a vacancy is posted pursuant to **this** clause **12.01** shall be entitled to make **application** for such vacancy **within (2)** working days after their return from such vacation.

(g) Where the academic requirements for the posted **vacancy is** secondary or post secondary school, applications will be considered from the employees who do not meet **the** academic qualifications provided the employee attains the posted educational **qualification within** nine months of date of transfer. This **time** limit may be extended where courses **are** not

immediately available or in extenuating **circumstances**.

(h) Employees assigned to new classifications in accordance with this clause (whether through job or job opportunity postings) will have a probation period of thirty **(30)** days worked wherein they may elect to revert to their former classification but nothing in this clause will prevent their **re-assignment** to their former classification with respect to a skilled employee within ninety **(90)** days worked and with respect to a semi-skilled employee within forty-five **(45)** days worked, if in the opinion of management personnel, they are unlikely to perform their new duties acceptably.

(i) If the initial successful applicant for a posted position fails to remain in the position for thirty **(30)** calendar 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. Should manpower projections or requirements change within the thirty **(30)** days, the next qualified senior applicant will be accepted with no need to **repost** the position.

(j) In the event that the successful applicant for a posted unskilled or semi-skilled position is not transferred to the posted position within four **(4)** weeks of acceptance by the applicant to the position, then the applicant will receive the applicable rate of the posted position or the rate of the current position whichever is greater. In determining the four **(4)** week period, leaves of absence, vacation, sick leave and lost **time** due to compensable injury will be excluded from the calculation of the four **(4)** week time period. The **length** of any improvership or probation will continue to be based on the actual date of transfer and will not be affected by a pay rate change implemented under this clause.

12.02 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 **three (3)** weeks from the start of said vacancy, 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 two **(2)** weeks 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.

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

ARTICLE 13-CLASSIFICATION TRANSFER

13.01 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 Improvers and shall be given a minimum of two **(2)** years credit provided their training period to full classification **status** will not exceed two years. Should employees require a training period in excess of two 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 Improvers.

(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 Improvers 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 Improvers.

(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 improvership.

13.02 TRANSFER- TEMPORARY

(a) Employees temporarily transferred to a Bargaining Unit classification carrying a higher wage rate shall be paid at the higher rate, provided however, such transfer is **one** full day or more. Employees temporarily transferred to a classification with a lower **wage rate shall be paid** at their regular rate. It is understood that temporary shall not exceed **30** calendar days without the written consent of the Union.

13.03 SURPLUS TRANSFER

(a) Should skilled employees' job be declared surplus the Commission will make every effort to place such employee in a skilled classification carrying a comparative wage rate; but if this cannot be done, such skilled employee, subject to possession of **necessary skills**, ability and seniority, shall be entitled to exercise bumping privileges in a semi-skilled classification, failing which the employee shall be entitled to exercise bumping privileges in a non-skilled classification.

(b) Should **semi-skilled** employees' jobs be declared surplus, the Commission will make every effort to **place** such employees in a semi-skilled classification carrying a comparative wage rate failing which **they** shall be entitled to exercise bumping privileges in a non-skilled classification.

(c) An employee who exercises bumping privileges into a non-skilled classification will receive the wage rate of the employee they replaced plus fifteen (15) cents per hour for the first year, ten (10) cents per hour for the second year, five (5) cents per hour for the third year and thereafter the classification rate.

It is expressly understood that no such employee will, by the application of this formula, be entitled to receive more than their former wage rate.

(d) 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 **their** duties.

ARTICLE 14 - TEMPORARY SUBSTITUTION FOR SUPERVISORY PERSONNEL

14.01 An employee temporarily assigned to the following classifications for a period of two (2) hours or more, shall be paid the rate of the classification while in that capacity: Sub-Foreman, Utilityman Leader, **Leader** Lineman or Service Installation and Repair.

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

ARTICLE 15 - IMPROVER

15.01 An Improver 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.

15.02 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 or the Labourer's rate, whichever is greater:

1st year	- 80%	3rd year	- 90%
2nd year	- 85%	4th year	- 95%
thereafter 100% of the classification rate			

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

1st six months	- 70% of the classification rate
2nd six months	- 75%
3rd six months	- 80%
4th six months	- 85%
3rd year	- 90%
4th year	- 95%
Thereafter	- 100% of the classification rate

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

- | | |
|-----------------------|--|
| 1st six months | - Labourer's rate |
| 2nd six months | - Labourer's rate plus fifty percent (50%) of the difference between the Labourer's rate and the rate of the classification to which the employee has been transferred and |
| Thereafter | - the full classification rate |

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

- | | |
|-----------------------|---------|
| 1st six months | - 90% |
| 2nd six months | - 92% |
| 3rd six months | - 95% |
| 4th six months | - 97.5% |
| Thereafter | - 100% |

15.06 An Improver's training period to the classification of Secondary **Lineman** shall be two (2) years, and such employee shall be paid the following percentages of the rate of the Lineman classification:

- | | |
|-----------------------|-----------------------|
| 1st year - 80% | 2nd year - 85% |
|-----------------------|-----------------------|

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

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

15.08 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 employee within forty-five (45) days worked, if, in the opinion of Management Personnel, they **are** unlikely to perform their new duties acceptably. Affected skilled classifications **are: Leader Lineman, Sub Foreman Underground, Site, Stores, S.M.D., Troubleman, Relief Troubleman, S.I.R., Leader Meter Repair, Utilityman Leader, Troubleman/Inspector.**

15.09 Will identify the Joint Apprenticeship Training in the Employee Information Book.

ARTICLE 16 LEARNER

16.01 Learners and Improvers are now deemed to be equivalent.

ARTICLE 17 - LOSS OF TRAINING TIME

Where **Improvers** have been absent due to illness, leave of absence or through injury covered by the Workers' Compensation Act they shall be required, before they are rated as a skilled or semi-skilled employee, to serve all time thus lost, less a credit equivalent to their Annual Sick Leave Grant as provided under Article **38** - Sick Leave. This would be a maximum of eighteen (**18**) working days in any one (**1**) year training period.

ARTICLE 18 - RECALL AFTER LAY-OFF

18.01(a) No member of the bargaining unit shall be laid off due to technological changes in procedures if any other employment with the Commission for such member is available, and it is expressly understood and agreed that Management will discuss with the Union any such contemplated reduction in staff prior to such reduction becoming effective.

18.01(b) Should it become necessary to reduce the workforce within a classification within a Division, employees shall be laid off in reverse order to Divisional seniority and any employee so affected shall then exercise his or her seniority in the following manner:
Within any classification, within any Division for which they are qualified and in which junior employees are working. For purposes of this **claus**, improvers are deemed to be in a separate classification from journeymen.

18.01(c) Employees who have been laid off within the Division 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 month upon return and may, subsequent to acceptance in the position, be required to upgrade their skills in the new classification.

18.02 (a) Any employee, laid off on account of business conditions shall be given preference for **re-employment** when business conditions justify, if such employee is available, subject to seniority rights, provided qualifications and ability are satisfactory.

(b) The Commission shall advise the employee, by registered **mail**, bearing a "return if not delivered in **10** days" notice, to **the** last known address of the employee and failure of the employee, to whom the notice is mailed, to receive the notice-within **the** time specified will **terminate** any obligation on the part of the Commission. The Area Representative of the Union shall be notified when an employee is advised to return to work

(c) The employee affected shall notify the Commission, by registered mail, of any change of address.

18.03 This agreement shall be binding upon the successors of the Parties hereto in so far as it is within the power of the Parties hereto respectively to bind such successors, **and** in the event the Commission is amalgamated, united or otherwise joined with one or more municipalities, the provisions of the Labour Relations Act, **R.S.O. 1980, c. 228, s. 63 (11)** shall be applicable.

ARTICLE 19 - NORMAL WORKING HOURS

19.01 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.
Daily hours shall be **8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m.**

19.02 Shift workers shall work a forty **(40)** hour week according to a schedule mutually agreed upon.

When an employee in the circled (spare) position in the **Hydro** Division or a Water Division shift employee on a seven **(7)** days **per** week operation is rescheduled to fill in for an employee who is absent due to illness, vacation, bereavement or jury duty **and has** less than twelve **(12)** hours between scheduled shifts, they shall be paid a premium for hours worked on the first shift to which they have been rescheduled.

The premium shall be one dollar and sixty-five cents **(1.65)** per hour.

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;
- (c)** Rescheduling for personal time off, Union business or training seminars or courses.

19.03 Summer hours will be applicable only between the **first** Monday in April and Labour Day inclusive.

ARTICLE 20 - OVERTIME WORKING HOURS

20.01 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, Monday to Friday, and for **all** hours worked on **Saturdays**, Sundays and Paid Holidays.

20.02 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 hours worked on their **scheduled** Days Off and Paid Holidays.

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

20.04 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 **this** regular rate, equivalent to one and one half **(1-1/2)** 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 hours or less the employee shall have the option of taking the time at the **beginning** or prior to the end of that shift.

(The parties agree that in this clause "**prescheduled**" shall mean giving **the** employee who **fills**

the vacancy the same notice as Management Personnel received from the employee scheduled for **that** shift.)

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

ARTICLE 21 - VOLUNTARY SUBSTITUTION

When a shift worker voluntarily agrees to work additional time to relieve another employee, the overtime rates shall not apply. All substitution must be **authorized** in advance.

ARTICLE 22 - SHIFT PREMIUM

22.01 All shift workers working between the hours of 4:00 p.m. and midnight shall be paid a premium of 80 cents per hour, and all shift workers working between the hours of 12 midnight and 8:00 a.m. shall be paid a premium of 90 cents per hour effective July 17, 1991. Effective April 1, 1992 these premiums will be 90 cents per hour and \$1.00 per hour respectively. This premium shall also apply to any employee whose normally scheduled shift commences at twelve (12) noon or thereafter.

22.02 Employees who work normally scheduled shifts on Saturday or Sunday shall receive a weekend shift premium effective July 17, 1991 of one dollar and sixty-five cents (\$1.65) per hour in addition to the shift premium under clause 22.01 hereof, if any. Effective April 1, 1992, this premium will be one dollar and eighty cents (\$1.80) per hour.

22.03 Shift premiums under clauses 22.01 and 22.02 hereof shall not be payable if overtime rates are in effect.

ARTICLE 23 - CALL OUT

23.01 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.

23.02 Pay for emergency 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.

ARTICLE 24 - MEAL ALLOWANCES

24.01 The Commission shall pay a meal allowance of nine dollars after an employee has completed two (2) hours but less than three (3) hours overtime work. The time required to consume such food shall not be considered part of the overtime period.

24.02 If the overtime work of an employee exceeds three (3) hours, the employee shall be allowed one-half (1/2) hour to consume such food and such time shall be considered part of the overtime worked; and thereafter a meal allowance of eight dollars and fifty cents (\$8.50) shall be granted for each completed four (4) hours of overtime on the same **basis**.

24.03 During emergency overtime the Commission shall pay a meal allowance as in article 24.01 when an employee has **started** and completed four (4) hours overtime work and every four

(4) hours thereafter.

24.04 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. **This** paragraph shall apply to Operators, Troublemens and Mechanics.

CRE 25 - TIME ALLOWANCE FOR CLEAN-UP AND REST PERIOD

25.01 Employees shall be granted ten (10) minutes clean-up time before lunch and before quitting time.

25.02 Employees shall be granted ten (10) minutes in the morning and ten (10) minutes in the afternoon for the **purpose** of a rest period.

ARTICLE 26 - 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 Personnel.

ARTICLE 27 - LEAVE OF ABSENCE WITHOUT PAY

Employees may be granted a leave of absence for legitimate personal reasons subject to the following conditions:

(a) The Commission 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 **five (5)** days only in any calendar year.

(b) The employee shall pay the total normal cost of fringe **benefits** noted above for periods of granted leave of absence in excess of **five (5)** days in any **calendar** year.

ARTICLE 28 - BEREAVEMENT LEAVE

28.01 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 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, 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 includes **Husband, Wife, Children, Stepchildren, Grandchildren, Brothers, Sisters, Brothers-in-law, Sisters-in-law, Father, Mother, Father-in-law, Mother-in-law and Grandparents.**

Should the employee be unable to attend the funeral they may be granted one day

compassionate 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 or days off or when off due to illness or accident.

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

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

ARTICLE 29 - EQUIPMENT

29.00 Employees in classifications other than Meter Reader and Collector who have completed their probationary period and on the active payroll will be entitled to a reimbursement of **\$150** for clothing/safety footwear. Employees not on staff as of the date of payment will be entitled to a pro-rated allowance.

29.01 Hydro Division

The Commission shall supply hard hats, liners, rubber gloves, work gloves, rubber boots and liners, rain coats, **spurs**, belts, flash goggles and necessary tools where required and while engaged in duties for the Commission, and 1 shop coat per year for employees in the Storekeeper and Transformer Test and Repair classifications, **1** pair of **coveralls** per year for employees in the Auto Mechanic and Welder classifications and necessary protective **clothing** for employees in the Welder classification.

The Commission shall supply necessary safety equipment to cover live apparatus. The above equipment is supplied on the strict understanding that each employee will make the best use of such equipment for their own safety and the protection of others while on hazardous work.

29.02 Water Division

The Commission shall supply the following items of protective clothing for the use of the employees where necessary while engaged in duties for the Commission: rubber boots and liners, **rubber** coats and belts, gloves, hard hats, liners-and safety goggles and one (**1**) pair of **coveralls** per year for Maintenance Man "A" Classification and lab coat for Laboratory Technicians.

29.03 (a) An allowance of **\$75.00** on account of safety boots will be granted to employees in the Meter Reader and Collector classifications and effective April **1, 1992**, the allowance will be **\$75.00**. Employees transferred into or out of the classification will have their allowance pro rated on the number of months in this classification during **such agreement year**.

(b) It is understood and agreed that the clothing worn by the employee must be suitable for **the** safe and efficient performance of the work but need not be uniform in **appearance**.

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

ARTICLE 30-SAFETY REGULATIONS

30.01 Work on high voltage equipment: When work is done on equipment of **2,000** volts or more to ground, two **(2)** skilled employees or one **(1)** skilled employee and at least a person who has completed the second **(2nd)** year of their improvership in the classification concerned shall be assigned to the job.

30.02 Work will be performed in accordance with the code of rules, techniques and procedures approved by the Electrical Utilities Safety Association of Ontario.

ARTICLE 31 - RESUSCITATION, ACCIDENT PREVENTION AND FIRST AID

31.01 Hydro Division

It is agreed that one hour with pay every month will be allotted by Management Personnel to employees in the following departments to practice resuscitation, accident prevention and first aid under competent supervision:

Line Construction and Maintenance Department
Substation Operating Department
Meter Department
Labourers
Substation Construction and **Maintenance** Department
Mechanics
Storekeepers
Underground Construction and Maintenance Department
Transformer Test and Repair Department

It is agreed that one hour with pay every two **(2)** months will **be** allotted by Management Personnel to other employees in the **Hydro** Division for practice **and** instruction **in resuscitation**, accident prevention and first aid under competent supervision.

Special **arrangements**, where necessary, may be made for **shift** workers.

31.02 Water Division

It is agreed that for the employees in the classification of **Utilityman** Leader, Backhoe Operator, Troublemens, **Utilityman** Distribution, Water Meter Repair **and** Labourer Distribution **Department**, one **(1)** hour with pay every month and for all other employees in **the** Water Division **one (1)** hour with pay every two **(2)** months will be allotted by Management Personnel for practice and instruction **in** resuscitation, accident prevention and **first** aid under competent supervision.

ARTICLE 32-RETIREMENT

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

ARTICLE 33 - 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 Commission, 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 not less than that which they were receiving immediately preceding the transfer, provided they are able to do useful work.

ARTICLE 34 - PAY DAYS

34.01 Employees covered by this agreement shall be paid every Friday.

34.02 If an employee makes application upon two (**2**) weeks notice prior to their vacation, they may obtain their vacation pay immediately prior to taking such vacation provided that this privilege will be allowed only when a vacation of at least one (**1**) week is being taken.

ARTICLE 35 - JURY DUTY AND CROWN WITNESS

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

- (a) they have notified the head of their department immediately upon receiving such jury duty summons;
and
- (b) they shall have **deposited** with the Director of Finance the full amount of compensation received for such jury 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.

Whenever an employee who has been granted a leave of absence pursuant to this Article is released from jury duty in the forenoon of any day they shall, as a condition of receiving full pay for that day, return to work at the commencement of their afternoon scheduled hours of work.

35.02 Any employee who is subpoenaed to appear in Court as a **witness** shall be paid at regular rates for time lost from their normal work week **which** they would otherwise have worked, provided they pay to the Director of Finance any fees they may have received **as** such witness, less any allowed travelling expenses.

ARTICLE 36 - CONTRACTING OUT

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

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 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.

ARTICLE 37 - VACATIONS

37.01 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 (1st)** calendar year, which shall be the year in which an employee commenced employment.
- (b) In the second (**2nd**) calendar year an employee who has completed **one** but less than six months service on the regular staff in the calendar year preceding, shall be granted 5 days vacation. An employee who has completed more than six months continuous service on the regular staff in the calendar year preceding shall be granted **10** vacation days.
- (c) **In the third (3rd) calendar year two (2) weeks vacation** shall be granted and similarly until the fifth (**5th**) calendar year.
- (d) **In the fifth (5th) calendar year three (3) weeks vacation** shall be granted and similarly until the tenth (**10th**) year.
- (e) **In the tenth (10th) calendar year of employment, four (4) weeks vacation** shall be granted and similarly until the sixteenth (**16th**) calendar year.
- (f) **In the sixteenth (16th) calendar year one (1) additional day of vacation** will be granted with pay and **in the seventeenth (17th) 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 (20th) calendar year.**
- (g) **In the twenty fifth (25th) calendar year, effective April 1, 1992, three (3) additional days' pay** at the employees' regular hourly rate shall be granted; in their twenty-sixth (**26th**) calendar year, **four (4) additional days' pay** shall be granted and in their **twenty-seventh (27th) calendar year, five additional days' pay** shall be granted; payment of employees' pay for the first pay in December each year or in lieu of payment, the employee may elect to take the day as part of their regular **vacation provided they make** such application by June 1.

37.02 No employee shall take more than two (**2**) weeks vacation between the third Monday in June and the **first** Friday in September in any year except with the approval of Management.

37.03 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 service being rendered to the public, providing however, that employees shall be allowed at least two (**2**) weeks of their vacation between the Third Monday in June and the First Friday in September.

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

37.05 Discharged employees will be paid such **percentage** of wages earned in their last calendar year as **required** by the **Labour** Laws of Ontario in **lieu** of vacation allowance.

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38.01 For absence due to bona fide illness, employees shall be granted sick leave on the basis on one and one-half (**1 1/2**) days at normal rate of pay for each full calendar month of employment on the active payroll.

38.02 Sick leave **grants** shall **be** credited to the employee on the following month and shall be cumulative.

38.03 Leave for sickness will be deducted from the accumulated credits. However, when the accumulated credits have been exhausted or during the first calendar year of employment current year grants to date may be used.

38.04 Upon termination of employment employees who have a minimum of **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 weeks at normal rate of pay at termination. Employees who have less than **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**.

ARTICLE 39 - PENSION AND INSURANCE

39.01 The Commission 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.

39.02 The Commission 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 Windsor Utilities Commission prior to January **1, 1966**. The **valuation** date of the plan is January **1, 1984**.

39.03 The Commission 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 his normal retirement date and has completed **thirty (30)** years of service with The Windsor Utilities Commission.

39.04 The Commission shall provide insurance coverage in accordance with the provisions of the Municipal **Hydro-Electric** Pension and Insurance Plan.

ARTICLE 40 - PAID HOLIDAYS

40.01 Days to be **recognized** as **paid** holidays during the year shall be New **Year's Day**, **Good Friday**, **Easter Monday**, **Victoria Day**, **Canada Day**, **Civic Day**, **Labour Day**, **Thanksgiving Day**, **the day immediately before Christmas Day**, **Christmas Day**, **Boxing Day**, and **the day**

immediately before New Year's Day or the day which may be observed as the effective paid holiday for any of such days and in addition to the above, any additional holiday which may be proclaimed by the Governor General or Lieutenant- Governor in Council.

40.02 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.

40.03 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.

40.04 For each of the paid holidays or those days observed as the effective paid holiday all shift employees who work such paid holiday shall either: a) Receive a days pay of eight **(8)** hours at the regular hourly rate and, in addition, receive payment for the hours worked at a rate two **(2)** times the regular hourly wage or **(b)** Take a lieu day of eight **(8)** hours off with pay (at the regular hourly rate) at a time mutually agreed upon by the employee and management and, in addition receive payment for those hours worked at a rate two **(2)** times the regular hourly rate. Should a mutually agreed upon time for use of lieu time not be achieved, then payment for such hours will be made.

40.05 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.

40.06 Should a mutually agreed upon time for the use of the lieu time as noted in Articles **40.04** and **40.05** not be achieved within four **(4)** months following the date of occurrence then payment for such hours will be made at the rate earned.

ARTICLE 41 - GROUP HEALTH INSURANCE PLANS

41.01 During the life of this Agreement the Commission shall pay the cost of the group premium of the group insurance coverage set forth **in** this section:

- (a) Ontario Health **Insurance** Plan established under The Health **Insurance** Act, **1972**, and the Green Shield Plan for semi-private **hospitalization** for each employee and their eligible dependents thereunder.
- (b) Green Shield **Apoth-A-Care** Plan **#3 - \$2.00** COPAY effective September **1, 1989** with diabetic coverage for each employee and their eligible dependents as defined in the aforesaid plan.
- (c) Green Shield Dental Care Plan **50** with **\$1,500.00** Lifetime **Ortho Maximum and \$1,000** Annual Maximum for caps, crowns and bridges for each employee and their eligible dependents as **defined** in the aforesaid plan. Effective **April 1, 1992** Green Shield Benefit Care Plan **50** with **\$1,750** Lifetime **Ortho** Maximum and **\$1,000** Annual Maximum for caps, crowns and bridges.

- (d) Green Shield Extended Health Services Plan **T-4** including out of Province coverage for each employee and their eligible dependents as defined in the aforesaid plan.
- (e) Green Shield Audio "**H1**" hearing aid benefit, Nursing Home "**N6**" and Vision Care (**\$170.00** max. every **24** months effective August **1, 1991**) for each employee and their eligible dependents as **defined** in the aforesaid plan. Vision Care increases to **\$180.00** maximum every **24** months effective April **1, 1992**.
- (f) Overage Dependent Coverage shall be paid jointly by the Commission and the employee with the Commission paying **75 %** of the premium effective August **1, 1991**.
- (g) Long **Term** Disability which provides for benefits at sixty percent (**60%**) of the employees base salary after **119** days of absence due to non compensable illness or injury. Benefits under article **41.01** continue in effect for a two (**2**) year period, thereafter benefits will continue to be paid by the Commission if the employee has obtained ten (**10**) years of service. The **LTD** Plan contains a two (**2**) year own occupation disability clause, thereafter the disability must be for any occupation and a primary **C.P.P.** offset with maximum benefit level to **85 %** of base salary with a monthly maximum benefit of **\$3,000**. Other details respecting rehabilitation and recurrence are contained in **the** Benefit Information Guide. The **LTD** Plan comes into effect for those actively at work or for those actively at work on the completion of their probationary period as of April **1, 1992** with premiums being shared by the Commission and employee on a seventy percent (**70%**), thirty percent (**30%**) basis.

41.02 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 **39** or **this** Article **41**.

ARTICLE 42 N OF CONTRIBUTIONS WHEN ABSENT

42.01 In the case of absence due to illness or accident, other than compensable accident, the Commission shall continue to pay its contributions to the Plans referred to in Article **41** for as long as the employee is in receipt of sick leave grants under Article **38**.

42.02 The Commission will cease its contributions to the Plans referred to **in** Article **41** while an employee is suspended.

42.03 The Commission will continue benefits as referred to in Article **41.01** 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 Commission.

ARTICLE 43 - WORKERS' COMPENSATION

43.01 When employees are unable to work due to compensable **injury** suffered in the performance of their duties with the Commission they will be paid at the rate of their full **normal** take home pay while they are rated by the Workers' Compensation Board as temporarily totally disabled.

43.02 When employees have suffered compensable injury, and after treatment are able to resume their former classification to the satisfaction of Management and when such **resumption** of duties

would not create hazard to the employees or others, they shall receive the rate of the classification even though they may in addition be receiving a clinical disability award, ordered by the Workers' Compensation Board of Ontario.

43.03 When employees who have suffered compensable injury and who, as a result of such injury, are unable to resume their former duties, but are required to transfer to a lower paid classification, they shall be paid as follows where clinical disability awards are ordered by the Workers' Compensation Board of Ontario:

- (a) If the rate of their new classification is greater than the rate of their previous classification less the hourly rate value of the award, they shall be paid the rate of their new classification plus the award.
- (b) If the rate of their new classification is less than the rate of their previous classification less the hourly value of the award, they shall be paid at a special rate which shall be the rate of their previous classification less the hourly value of the award.

ARTICLE 44- CLASSIFICATION & HOURLY WAGE RATES

44.01 HYDRODIVISION	GRADE	93 0 401
<u>LINE CONSTRUCTION & MAINTENANCE DEPT.</u>		
Leader Lineman (Light Line Crew)	S.	24.84
Service Installation & Repair	S.	23.39
Troubleman	S.	23.74
Relief Troubleman	S.	23.74
Lineman	S.	23.10
Service Location	S.	21.86
Secondary Lineman (90% Lineman Rate)	S.	20.79
Line Truck Operator	S.S.	19.49
Spare Line Truck Operator	S.S.	19.49
St. Light, Const. & Mtce.	S.S.	19.30
Lineman's Helpe	S.S.	18.21
<u>SUBSTATION OPERATE DEPARTMENT</u>		
Bd Operator	S.	23.85
Operator	S.	23.32
<u>TER DEPARTMENT</u>		
Sub Foreman	S.	23.29
Meter Technician	S.	22.47
Shop Meterman	S.	20.68
Meter Shop Assistant *	S.S.	17.29
Meter Install. & Removal S.P.	S.S.	18.61
<u>TER READING DEPARTMENT</u>		
Meter Reader *	S.S.	17.97
<u>SUBSTATION CONSTRUCTION & MAINTENANCE DEPT.</u>		
Sub Foreman	S.	23.35
Protection & Control	S.	23.30
Substation Const. & Maintenance	S.	22.48
<u>UNDERGROUND CONST. & MAINTENANCE DEPT.</u>		
Sub Foreman	S.	24.30
Cable Splicer	S.	22.90
Cable Splicer's Helper	S.S.	18.20
Cable Locator	S.S.	20.14
<u>AUTO MAINTENANCE DEPARTMENT</u>		
Auto Mechanic	S.	22.16
<u>MISCELLANEOUS CLASSIFICATIONS</u>		
Sub Foreman Site Dept.	S.	23.03
Lead Welder	S.	22.96
Welder	S.	22.48
Transformer Test & Repair	S.	22.16
Painter	S.	18.53
Printer	S.	20.21
Sub Foreman Stockroom	S.S.	19.87
Storekeeper	S.S.	19.22
Collector *	S.S.	18.37
Labourer	N.S.	15.80
Janitor	N.S.	15.69

* 1 year Improvership

ARTICLE 44 - CLASSIFICATION & HOURLY WAGE RATES

44.02	WATER DIVISION	GRADE	92/04/01
	Mtce. Class A - Inst. Mech.	S.	22.72
	Laboratory Technician	S.	22.89
	Waterworks Operator	S.	22.34
	Maintenance Class A	S.	22.09
	Utilityman Leader	S.	21.40
	Utilityman Production	S.	20.34
	Troubleman	S.	20.14
	Inspector	S.	20.14
	Utilityman Distribution	S.	20.12
	Meter Repairman	S.	19.70
	Leader Meter Repair	S.	20.98
	Backhoe Operator	S.S.	19.70
	Maintenance Helper	S.S.	18.10
	Labourer	N.S.	15.80
	Janitor	N.S.	15.69

44.03 In Article **44.01** and **44.02** the grade indicated for the classification is as follows:

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

44.04 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.

ARTICLE 45

45.01 It is agreed that the terms of this agreement satisfy all legislative requirements related to the Unemployment Insurance Premium Reduction Program.


ARTICLE 46-MATERNITY/PARENTAL LEAVE

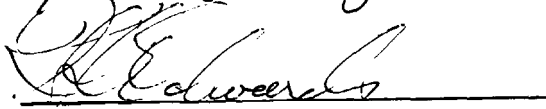
46.01 The Commission shall grant Maternity/Parental Leave without pay in accordance with the provisions of the Employment Standards Act, **1990**.

ARTICLE 47 - LICENSE FEES


47.01 The Commission agrees to pay the license fees **which** must be maintained or renewed as a condition of employment for all those employed in the classifications of Mechanic, Welder and Electrician.


THE WINDSOR UTILITIES COMMISSION

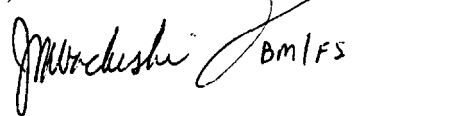




LOCAL UNION NO. 636 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F. OF L. - C.I.O. & C.F.L.





 BM/FS

Signed and sealed with
their respective seals

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