# COLLECTIVE AGREEMENT Entered into by Hydro Ottawa and IBEW 

Effective from April 1, 2007 to March 31, 2010



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## COLLECTIVE AGREEMENT

## BETWEEN

## HYDRO OTTAWA, LTD. AND IBEW LOCAL 636

### 1.0 RIGHTS AND RECOGNITION

### 1.1 Recognition

Hydro Ottawa Limited (the Company) recognizes Local 636 of the International Brotherhood of Electrical Workers (IBEW-the Union) as the exclusive Bargaining Agent for all the employees of the Company below the rank of Supervisor, save and except the following: Executive Assistants, all employees of the Human Resources Department, Payroll Clerk, Engineers, Budget Officer (2), Programmer/Analyst (2), Key Accounts Coordinator, casual employees, students employed during the vacation period, students under a recognized Co-op Program, and those persons hired for less than 24 hours per week.

### 1.2 Management Rights

The Company has and shall retain the exclusive right and power to manage its business and plan and direct its work force. This includes the right to hire, lay off, suspend for just cause, discharge for just cause, promote, demote and discipline any employee, subject to the provisions as set forth specifically in this Collective Agreement. This also includes the right to make and alter, from time to time, policies and practices to be observed by employees, provided they are not inconsistent with the provisions of this Collective Agreement.

### 2.0 PURPOSE

The purpose of this agreement is to establish and maintain a harmonious relationship between the employer, the union and employees, and to set out the terms and conditions which have been agreed to through collective bargaining.

### 3.0 APPLICATION

The provisions of this collective agreement apply equally to the employer and the union.

### 4.0 DURATION OF THE COLLECTIVE AGREEMENT

This Agreement comes into effect on April 1, 2007 and shall remain in effect until March 31, 2010. This agreement shall continue in force from year to year thereafter unless in any year, not more than 90 days and not less than 60 days before the date of its termination, either party provides the other with written notice of a desire to terminate or amend this Agreement. Notwithstanding the foregoing, this Collective Agreement may be amended from time to time in writing as mutually agreed by the parties.

### 5.0 STATEMENT OF PRINCIPLES

The Company and the Union recognize it is in their mutual interest to promote, as fully as possible, safety for employees, value for our shareholder and protection of property. In recognition of these interests, the Company and the Union hereby indicate their desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship among the Company, the employees, and the Union, and to provide methods for a fair and amicable adjustment of disputes which may arise between them.

### 6.0 DEFINITIONS

For the purposes of this Agreement, the following definitions are used:
"acting" means the temporary assignment of an employee to a position which has a higher maximum rate of pay and for which the employee is being paid for performing the duties.
"appointment" means the permanent placement of an employee to a new substantive position.
"assignment" means the temporary placement of an employee to another position or set of duties which does not impact the rate of pay of the employee. The duration of the assignment when replacing an employee may be up to six months and may be extended for a period of up to six additional months, based on business requirements. Notwithstanding the foregoing, where the assignment is related to a project or arises as a result of backfill necessary for the project, the assignment may be for the life of the project.
"bargaining unit" means the employees of the Company as described in Clause 1.1 of this Agreement.
"casual employee" means a person hired for a period of two weeks or less for a particular job and/or in the case of an emergency. Casual employees are not members of the bargaining unit and are not covered by the provisions of this collective agreement.

## "Category 1 Worker" is defined as any employee whose work is performed primarily outside as outlined in Appendix B.

"Category 2 Worker" is defined as any employee whose work is performed primarily inside as outlined in Appendix B.
"Category 4 Worker" is defined as any employee whose work is performed
primarily inside the office as outlined in Appendix $B$.
"continuous employment" for the purposes of calculating leave credits means continuous, uninterrupted employment from the date of hire with the Company and/or its five founding utilities.
"day", unless otherwise specified, means calendar days. However, where a deadline occurs on a Saturday, Sunday, or recognized holiday, the deadline shall be extended to the next normal business day.
"emergency overtime" results from an emergency that requires immediate action outside of regular hours and when the minimum notice cannot be given.
"employee"means a person who is a member of the bargaining unit.
"employer" means Hydro Ottawa Limited (the Company).
"five founding utilities" means the former utilities of Ottawa, Nepean, Gloucester, Kanata and Goulbourn which were amalgamated on November 1, 2000 to form Hydro Ottawa Limited.
"grievance" means any dispute between the Company and the Union on behalf of an employee, group of employees or on its own behalf, concerning the interpretation, application or administration of this Collective Agreement. A grievance may be an individual employee grievance, a group grievance, a policy grievance, or a Company grievance.
"immediate supervisor" means the supervisor or manager to whom the employee reports directly.
"overtime" means work performed in excess of or outside of an employee's regular scheduled daily hours of work.
"part-time employee" means a person whose hours of work are less than full time but more than 24 hours per week. Part-time employees are members of the bargaining unit and are covered by the provisions of this collective agreement. Parttime employees may be either regular or temporary employees.
"part-time worker" means a person whose hours of work are less than 24 hours per week. Part-time workers are not members of the bargaining unit and are not covered by the provisions of this collective agreement.
"personal protective equipment" means equipment for the protection of staff during the performance of their duties, and outlined in legislation, regulation and/or Company Policy (e.g. safety glasses, safety footwear, rubber gloves, etc.).
"planned overtime" means work that is planned in advance and when employees can be given the minimum notice.
"probationary employee" means a regular employee who has not yet completed his or her probationary period.
"promotion"means the appointment of an employee to a position which has a higher maximum rate of pay.
"regular employee" means a person who has satisfactorily completed his or her probationary period and whose employment has no specified end date. A regular employee may be either full-time or part-time.
"regular workplace" includes the following characteristics:

1. Permanent, enclosed, heated structure
2. Washroom and clean up facilities
3. Storage/locker room
4. Parking
5. Lunch room as appropriate
"rotational Shift Worker"is defined as any employee who works a 7-day rotating shift schedule that includes weekends and/or statutory holidays as outlined in Appendix B, Category 3 Worker.
"seniority" means the length of time within the Bargaining Unit, including continuous employment spent with one of the five founding utilities.
"service territory" is defined as "within the Municipal boundary of the City of Ottawa".
"shift cycle" means a period of time in which a certain number and types of shifts and days of rest are arranged in sequence and scheduled. At the end of such period of time, the process repeats.
"spouse" means one of two persons legally married to one another or those in relationships where they have lived with one another for a period of at least one year, continue to live with each other, and who have publicly represented themselves as spouses.
"temporary employee" means a person hired for a specified period of time, without the intent of continuous employment. Temporary employees whose initial term of employment is two weeks or more are members of the bargaining unit. Temporary employees may be either full-time or part-time.
"transfer" means the appointment of an employee to a position which has the same maximum rate of pay.

### 7.0 UNION SECURITY, DUES AND CHECK-OFF

7.1 All employees covered by this Agreement shall become members, pay union dues and remain members of IBEW Local 636 for the term of this Agreement.
7.2 The Company will check off union dues, including initial assessment, and transmit the monies thus collected to the Financial Secretary of the Union not later than the fifteenth day of the month following the month for which the dues were deducted. The Union will provide the Company with one months' notice in writing of any changes in the amount of Union dues to be so deducted.
7.2.1 The Union shall keep the Company informed of the names of the proper Union Officers.
7.2.2 Management will provide an updated list of current union members on a quarterly basis to the Union to include the identification of those hired on a regular and temporary basis and any changes to the employment status of employees covered by the collective agreement.
7.3 In the event a former Bargaining Unit member is returned to the Bargaining Unit, the union reserves the sole right to recognize previous seniority with the Bargaining Unit.

### 8.0 MANAGEMENTAND UNION RELATIONSHIP

### 8.1 Union-Management Consultation

In order to foster positive and open communications and to take a joint problem solving approach to concerns as they arise, the Company and the Union agree to meet on a monthly basis, or more frequently as required.

### 8.2 Union Negotiating Committee

For the purposes of collective bargaining, the Union Bargaining Committee shall be appointed at the discretion of the Union, and shall consist of not more than five (5) members in addition to the Local Union Business Representative.

### 8.3 Leave For Union Business

The Company agrees to provide time off for Union representatives to attend official Union business. The Union representative will provide as much advance notice as possible to his or her immediate supervisor. The immediate supervisor will make every reasonable effort to release the employee as requested, based on business requirements.
8.3.1 The Union will be granted annually January 1 a credit to the equivalent of up to one years' salary to the level of Power Line Maintainer wage rate for the conduct of IBEW Local 636 Unit \#47 union business in relation to Hydro Ottawa. The Company will report to the Union Executive on a quarterly basis the hours and salary used against this credit. The Company will invoice the Union annually as early as possible in the first quarter of the calendar year, for any time and salary utilized in excess of the granted credit as at December 31 of the previous year.

### 8.4 No Strike or Lock-Out

During the term of this agreement, the Company agrees not to lock out its employees, and the Union agrees that no cessation or slow down of work will occur. An employee who instigates or participates in illegal strike action will be disciplined.

### 8.5 Use of Company Facilities for Union Business

The Company agrees that the Union may utilize its facilities, subject to the requirements of the Company, and with the understanding that employees will not attend union meetings during their normal working hours. The Company agrees to provide bulletin boards, or space on bulletin boards, in each of its regular workplaces for the posting of information related to the Union's activities. The Company e-mail may also be used for the same purpose.

The Company agrees to provide the Union with a secure office space in a mutually agreed to workplace.

### 9.0 DISCIPLINE AND MEMBER'S RIGHT TO REPRESENTATION

9.1 Employees shall have the right of consultation with, and representation by, a recognized union representative on all matters pertaining to discipline.
9.2 In the event an employee is disciplined or discharged in any manner, the company shall notify the Union in writing as soon as possible.
9.2.1 Letters of discipline will be removed from an employee's work record after two years, providing no other disciplinary action has been taken against the employee in the intervening period.

### 10.0 GRIEVANCE AND ARBITRATION PROCEDURE

### 10.1 Complaint Stage

Before presenting a formal grievance, the employee shall meet with his or her immediate supervisor to discuss and attempt to resolve the situation that gave rise to the complaint. The employee may request a union representative accompany him or her.
10.1.1 It is understood that all policy grievances and cases of suspension or termination shall proceed directly to the second step of the grievance procedure.

### 10.2 Grievance Procedure: Step 1

If the employee and his or her immediate supervisor have been unable to reach a mutually agreed upon resolution to the complaint, the Union may decide to present a formal grievance on behalf of the employee to the next level of management. The grievance must be presented within 15 working days of the occurrence of the incident that gave rise to the complaint. Management will respond to the Union within 10 working days.

### 10.3 Grievance Procedure: Step 2

Failing settlement being reached at Step 1, and within five working days of the receipt of the Step 1 response, the Union may proceed to Step 2 of the grievance procedure by providing written notice to next level of management with a copy to the authorized Human Resources designate. The employer will respond to the Union within five working days of receipt of the Step 2 grievance.

### 10.4 Extensions

The time limits referred to in the Grievance Procedure may be extended by mutual agreement of both parties. Such agreement will not be unreasonably withheld.

### 10.5 Arbitration

10.5.1 Failing settlement being reached at Step 2 of the grievance procedure, either the Union or the Company may, within 30 working days of receipt by the Union of the decision, refer their grievance to the arbitration procedure. Notice shall be in writing to the authorized Human Resources designate, and to the authorized Local Union Representative or authorized designate.
10.5.2 The party giving notice of its intent to proceed to arbitration shall submit to the other party the names of suggested arbitrators to act as the sole arbitrator. The party receiving notice may also submit an alternate list of arbitrators for review to hear the grievance. The sole arbitrator shall be empowered as per the provisions of the Labour Relations Act (Powers of Arbitrators et al). An arbitrator shall not have the power to add to or subtract from or otherwise change the provisions of this Collective Agreement.
10.5.3 If the parties fail to agree on an arbitrator, then the aggrieved party has the right to proceed with the referral of the grievance to a single arbitrator process as outlined in the Ontario Labour Relations Act (expedited process) or other process as outlined in the Ontario Labour Relations Act.
10.5.4 The cost of the arbitrator shall be shared equally between the parties (Union and the Company).

### 11.0 LEAVE

### 11.1 Recognized Holidays

The following days in each year shall be holidays with pay for employees covered by this Agreement:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- One-half day on the last working day before Christmas Day beginning at 12:00 noon
- Christmas Day
- Boxing Day
- One-half day on the last working day before New Year's Day beginning at 12:00 noon
- And one other day as described in section 11.2 Floater Holiday

In the event that the Government of Ontario proclaims a new statutory or recognized holiday, the Company agrees to add the new holiday to the Collective Agreement effective the date of proclamation.

When any one of the above holidays fall on a day of rest, then the following working day shall be declared a holiday with pay.
11.1.1 On the last working day before Christmas Day and New Years Day as referred to above, and in order to continue to provide service to customers and other essential services, the Company will schedule minimum staff at the applicable overtime rate to work on both half days. The schedule for these half days will be
finalized and communicated to staff at least one month in advance. In order to determine the schedule, management will first request volunteers within the work unit to work. Secondly, and only if necessary, the Company will designate the mostjunior employees to work.
11.1.2 Recognized holidays for rotational shift workers will be deemed to be the calendar day in recognition of the holiday. Overtime rates will apply.
11.1.3 Regular and probationary employees of the Company will be entitled to payment of normal base wages for such holidays as occur on their normal scheduled days of work provided they have worked or have been on their scheduled day of work which precedes such a holiday and the full scheduled day of work which immediately follows such a holiday unless absent with pay. Temporary employees will be subject to the conditions established in the Employment Standards Act.

### 11.2 Floater Holiday

Each regular employee shall be entitled to one (1) additional day vacation with pay during the calendar year, and to be taken as mutually agreed by the employee and his/her immediate supervisor. This day will be recorded as one day added to the employee's vacation credits for the year. A request by the employee to take Remembrance Day as the floater day shall be granted.

### 11.3 Vacation

Vacations will be granted annually within the calendar year in which the vacation credits are earned and shall be based on years of continuous employment with the Company. For the purposes of this Agreement, the vacation year is defined as January $\mathbf{1}$, to the following December 31.
11.3.1 Vacation will normally be taken in the calendar year in which it is earned and shall not be accumulated. The Company will make every effort to approve vacation as requested by employees, subject to business requirements. The Company may designate vacation periods to ensure the efficient operation of the Company's business at all times. In the event an employee has not scheduled vacation for the year, the Company may, in the interests of the well being of the employee, designate vacation periods.

Management will normally respond to written vacation requests within one week of the employee's application.
11.3.2 Employees may not accumulate vacation credits, but they may carry over up to five days' vacation provided they use it in the following vacation year.
11.3.3 At the request of the employee, the Company may authorize carry over in excess of five days' vacation credits into the new vacation year, provided the vacation is taken in that vacation year. In order to avoid accumulation of vacation credits, unused, carried over vacation may be cashed out at management discretion.
11.3.4 Regular, full-time employees shall receive annual vacations with pay in accordance with the following provisions. For shift workers and employees working other variable work weeks, the equivalent shall be granted, based on an hourly conversion. Part-time employees vacation shall be prorated, based on their regular hours of work.

| Years of Continuous <br> Employment | Number of Vacation Days |
| :--- | :--- |
| One | Fifteen |
| Nine | Twenty |
| Fifteen | Twenty-five |
| Twenty-one | Twenty-six |
| Twenty-two | Twenty-seven |
| Twenty-three | Twenty-eight |
| Twenty-four | Twenty-nine |
| Twenty-five | Thirty |

11.3.5 An employee who is absent without pay for thirty (30) days or more shall not accrue vacation allowance for the period of such absence. The reduced vacation allowed shall be calculated as follows and rounded to the nearest whole day:

| Normal | $260-$No. of Days not paid in <br> Vacation <br> Allowance <br> (Davs) |
| :--- | :---: |

11.3.6 For the purpose of this article, an employee is considered absent without pay when not in receipt of normal day's wages from the Company.
11.3.7 This vacation reduction will not affect an employee who is absent from work and in receipt of Workplace Safety and Insurance Benefits for a period of up to 12 months, or on pregnancy or parental leave, or while on approved Union Leave as provided in Clause 8.3.
11.3.8 In the event that an employee becomes ill while on vacation and is admitted to hospital or confined and under the care of a medical physician, the appropriate number of vacation leave credits may be converted to sick leave credits. Application for converting vacation credits to sick leave credits must be made by the employee immediately upon return to work and must be accompanied by the appropriate attending physician's certification. This certification will be provided at the employee's expense.

### 11.4 Sick Leave

The Company's sick leave plan is provided to regular employees as an insurance against loss of income when the employee must be absent from work for medical or health reasons, other than those payable under the Workplace Safety and Insurance Act. The Company and the Union wish to ensure the wellness and fitness for work of all employees. The parties will work together to facilitate an early return to work for employees who have been absent due to illness including, where possible and practical, temporary accommodation, consistent with their functional abilities and medical authorization, to perform duties of a lesser or lighter nature.

### 11.4.1 Sick Leave Credits

11.4.1.1 Regular employees will accumulate sick leave credits at the rate of one and one half (1-1/2) days per month. In order to accumulate sick leave during any given month, the employee must work fifty per cent of the working days of that calendar month, unless the absence is by reason of paid sick leave, paid vacation leave, pregnancy or parental leave, or if the employee is in receipt of Workplace Safety and Insurance Benefits. If an employee is absent from work for a period of three months or more for reasons other than paid vacation leave, there will be no accumulation of sick leave credits.
11.4.1.2 Sick leave credits shall be accessible only after the employee has completed six months' continuous employment. Sick leave taken in the first six months
of employment, or during the probationary period, will be without pay.
11.4.1.3 Employees will be provided with an annual statement of his/her sick leave credits, including the amount of the accumulated credit, and the number of days used in the reporting period of twelve months, and remaining balance.

### 11.4.2 Sick Leave Benefits

11.4.2.1 It is understood and agreed that sick leave benefits granted by the Company satisfy the rebate requirements outlined in the Employment Insurance Act, Section 64(4) and the Ontario Health Insurance Act.
11.4.2.2 To qualify for their usage of sick leave credits, an employee must:
a) be suffering from a bona fide illness that renders them unfit to perform their duties;
b) not be on probation;
c) advise his or her immediate supervisor of their illness and unavailability for work prior to their expected start time that day;
d) submit the appropriate attendance form, signed by the employee, to his or her immediate supervisor immediately upon return to work; and
e) upon request, submit to a medical examination by a qualified medical doctor designated by the Company. Such medical examinations will be at the expense of the Company.
11.4.2.3 The cost of medical certificates issued at the request of the Company will be reimbursed to the employee at the standard rates set by the Ontario Medical Association. This includes driver's license medicals where a driver's license is a condition of employment, and all other medicals required by the Company.

### 11.5 Medical Appointments

11.5.1 Employees will make every effort to schedule medical and dental appointments outside their normal work hours. In the event it is not possible to do so, employees will make every effort to schedule such appointments at the beginning or end of their normal hours of work.
11.5.2 Employees will provide as much advance notice as possible to their immediate supervisor of the date and time of the appointment, and may use up to two hours to attend to a personal medical or dental appointment. The employee and his or her immediate supervisor will keep a record of such absences, up to a maximum of 16 hours per calendar year. When the total time used by the employee in one calendar year exceeds sixteen hours, the excess shall be recorded as sick leave and submitted to Human Resources. In addition, time used in excess of two hours per appointment will be recorded as sick leave and forwarded to Human Resources.

### 11.6 Family and Personal Emergency Leave

The Company recognizes that from time to time, an employee must be absent from work in order to deal with a personal or family emergency. Family and Personal Emergency Leave is intended to provide employees with the time necessary to stabilize the situation, so that they are able to return to work as soon as possible.

Employees may take up to five days with pay per year for this purpose. The time used will be deducted from the employee's sick leave credits.

### 11.7 Bereavement Leave

In the event of a death of a member of the employee's family, the Company recognizes employees need time away from work in order to travel to, assist with, and/or attend funeral arrangements, and to grieve their loved ones.

For the purposes of this clause, immediate family is defined as the father, mother (or alternatively stepfather, stepmother, foster parent or former guardian of the employee), brother, sister, spouse, child or ward of the employee, father-in-law, mother-in-law, step-brother, step-sister, or relative permanently residing in the employee's household or with whom the employee permanently resides.
11.7.1 When a member of the employee's immediate family dies, and the employee attends the funeral, the employee will be provided bereavement leave with pay for a period of up to five consecutive working days, encompassing the day of the funeral. One of the working days may be taken at some later date, with the approval of Management, provided that the need is related to the death or bereavement.
11.7.2 An employee will be provided bereavement leave with pay for a period of up to three consecutive working days to attend the funeral of his/her grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece or nephew.
11.7.3 An employee will be provided bereavement leave with pay for one day to attend the funeral of his/her aunt or uncle, or the grandparent of his/her current spouse.
11.7.4 Bereavement leave for probationary employees will be determined as described in this article, but will be without pay.

### 11.8 Leave With Or Without Pay For Other Reasons

A manager may grant, at his or her discretion and on a case-by-case basis:
11.8.1 Leave with pay when circumstances not directly attributable to the employee prevent his or her reporting for work or remaining at work.
11.8.2 Leave with or without pay for purposes other than those specified in this Agreement.

### 11.9 Time Off in Lieu of Payment of Overtime

Employees who work overtime may opt to bank, at the equivalent premium time rate, hours worked up to a maximum of the equivalent of one week, plus a day or 6 working days in one year, i.e., 48 hours for Category 1, 2 and 3 Workers, and 43.5 for Category 4 Workers.
11.9.1 Banked lieu time may be used on an hour-by-hour basis. Utilization of lieu time must be requested in advance and is subject to approval of the employee's immediate supervisor, based on business requirements. Such requests will not be unreasonably denied.
11.9.2 Shift Workers working rotational shifts who work on a recognized holiday may have that specific time banked as lieu time, in addition to the above-mentioned six-day limit.
11.9.3.1 Shift workers who bank the time in lieu on the following recognized holidays; one-half day on the last working day before Christmas Day, Christmas Day, Boxing Day, one-half day on the last working day before New Year's Day, will carry these days into the next calendar year. These banked days must be used by March $31^{\text {st }}$ of that year otherwise they will be paid out as of that date.

### 11.10 Leave Of Absence Without Pay

11.10.1 Requests for leave of absence without pay may be granted at the sole discretion of Management, considering the business needs of the Company, as well as the circumstances of the employee. Such leaves of absence may not be in excess of one year, and may be granted only after all vacation and lieu time credits have been exhausted. The employee's position will not be permanently filled during the approved leave of absence of twelve months or less.
11.10.2 Employees who are considering requesting a leave of absence without pay in excess of nine days are required to seek advice from Human Resources concerning their benefits.
11.11 Jury and Witness Duty
11.11.1 When an employee is required to serve as a Juror or Court Witness, and presents proof of such service and the amount of pay received, the Company shall pay an employee the difference between his or her normal earnings and the payment he or she received.
11.11.2 This provision does not include those instances where the employee is attending court as a result of a personal interest in a civil action. In such cases, the employee will utilize vacation, lieu time or leave without pay to attend court.

### 11.12 Pregnancy and Parental Leave

Regular employees on pregnancy leave approved for employment insurance benefits shall be entitled to receive a supplementary benefit top up to a maximum of $100 \%$ of their base wage for the two week El waiting period.

For the balance of the pregnancy leave, regular employees in receipt of employment insurance benefits shall be entitled to receive a supplementary benefit top up to maximum $85 \%$ of base earnings from Hydro Ottawa up to a maximum period of fifteen weeks.

In order to receive this supplementary top up, employees must provide proof of El benefit amount.

### 11.12.1 Parental Leave

Regular employees on parental leave approved for employment insurance benefits shall be entitled to receive a supplementary benefit top up to a maximum of $85 \%$ of their base wage up to a maximum of ten weeks.

In order to receive this supplementary top up, employees must provide proof of El benefit amount.

Requests for pregnancy and parental leave must be presented in writing to his or her immediate supervisor at least four (4) weeks prior to the proposed starting date of the leave and shall be granted in accordance with the pregnancy and parental leave provision of the Employment Standards Act.

### 11.13 Failure to Notify ofUnplanned Absence

Employees must notify their immediate supervisor or their manager when they are unable to attend their regularly scheduled shift. Where circumstances are beyond the employee's control and he/she is unable to notify their immediate supervisor or manager in advance, such notice will be provided of the unexpected absence as soon as circumstances permit.

### 12.0 ASSIGNED WORK PLACE

The Company will assign employees to a regular workplace. The Company may assign an employee to another work location within the service territory for the purposes of work or training. In the event of a re-assignment, management will provide the employee with two weeks' notice for assignments of less than four weeks' duration, and with four weeks' notice for assignments of more than four weeks' duration. By mutual agreement the notice period may be waived or shortened.

When an employee is re-located to a newly assigned workplace, that is more than ten (10) kilometers from the former workplace, the employee will be paid ten dollars ( $\$ 10.00$ ) per working day up to a maximum of eight (8) weeks. This payment will be paid in a lump sum following the re-assignment or at the end of the eight-week period, whichever is applicable.

### 13.0 HOURS OF WORK

The normal hours of operation for the Company are 07:00 hrs to 18:00 hrs, Monday to Friday.

The shift for the Customer Care Call Centre will be 8:00 a.m. to 16:00
Category 4 Workers will work an average of 36.25 hours per week, or an average of 72.5 hours every two weeks, within the normal hours of operation.

Category 1 and 2 Workers will work an average of 40 hours per week, or an average of 80 hours every two weeks, within the normal hours of operation.

Rotational Shift Workers (Category 3 Workers) will work an average of 40 hours per week, or an average of $\mathbf{8 0}$ hours every two weeks.

### 13.1 Shift Work

13.1.1 Streetlighters work 40 hours per week, or an average of 80 hours every two weeks, with a night shift to be scheduled between the hours of 18:00 hrs and 05:00 hrs. While working the night shift, Streetlighters will be paid the night shift differential.
13.1.2 In addition to this, the Company may choose to operate parts of the business twenty-four hours per day, seven days per week, staffing with rotational shift workers. It will not be mandatory for people who were regular employees on or prior to December 18, 2001, to work rotational shifts, unless they were already working in that capacity. Employees who otherwise would not be subject to rotational shifts, and who volunteered to work rotational shifts for a period of time, will continue to be exempt from the requirement to work rotational shifts.
13.1.3 The following are recognized criteria of an acceptable rotating shift schedule:
13.1.3.1 The posted schedule will equitably rotate among all shift workers.
13.1.3.2 The posted schedule will follow a repeating pattern so that it is easily understood.
13.1.3.3 The posted schedule will provide for a minimum of 48 hours off between each sequence of shifts, the maximum number of consecutive night shifts to be worked will be three (3) and the maximum number of consecutive day shifts shall be four (4).
13.1.3.4 The content, preparation, posting and administration of shift schedules is the sole responsibility of the Company. The Company will consult with the Union prior to the introduction of a new shift schedule.

### 13.1.4. Notice of Change in Shift

13.1.4.1 The Company will provide seven calendar days' notice for a temporary change in shift. A shorter notice period may be used when overtime rates are paid.
13.1.4.2 The Company will provide three months' notice for a permanent change in shift. The notice period may be shorter upon mutual agreement between the employee and his or her immediate supervisor.
13.1.4.3 Shift schedules will be distributed six months in advance.

### 13.1.5 Shift Differential

13.1.5.1 Effective the date of signing, a shift differential will be paid to shift workers and to the Streetlight Night Patrol working between 18:00 and 05:00 hours for the actual hours worked on the following shifts:

| Days | Monday to Friday <br> 7:00am to 7:00pm | \$ 1.00 per hr |
| :--- | :--- | :--- |
| Nights | Sunday to Thursday <br> 7:00pm to 7:00am | $\$ 2.25$ per hr |
| Weekends | Friday 7:00pm to <br> Sunday 7:00pm | $\$ 5.00$ per hr |

Effective April 1, 2008, a shift differential will be paid to shift workers and to the Streetlight Night Patrol working between 18:00 and 05:00 hours for the actual hours worked on the following shifts:

| Days | Monday to Friday <br> 7:00am to 7:00pm | $\mathbf{\$ 1 . 0 3}$ per hr |
| :--- | :--- | :--- |
| Nights | Sunday to Thursday <br> 7:00pm to 7:00am | $\mathbf{\$ 2 . 3 2}$ per hr |
| Weekends | Friday 7:00pm to <br> Sunday 7:00pm | $\mathbf{\$ 5 . 1 5}$ per hr |

Effective April 1, 2009, a shift differential will be paid to shift workers and to the Streetlight Night Patrol working between 18:00 and 05:00 hours for the actual hours worked on the following shifts:

| Days | Monday to Friday <br> 7:00am to 7:00pm | \$ 1.06 per hr |
| :--- | :--- | :--- |
| Nights | Sunday to Thursday <br> 7:00pm to 7:00am | \$ 2.39 per hr |
| Weekends | Friday 7:00pm to <br> Sunday 7:00pm | \$ 5.30 per hr |

Shift differentials will be paid in accordance with the appropriate shift categories to coincide with the actual hours worked. For example, Dispatchers working a 14:00 pm to 24:00 shift will receive a shift differential based on Days for the actual hours worked from 14:00 pm to 19:00 and based on Nights for the actual hours worked from 19:00 to 24:00.
13.1.5.2 Shift differential will not be paid when employees are on overtime rates.
13.1.5.3 The night or weekend shift differential will not be paid when shift workers are absent from work on sick leave, family and personal emergency leave, bereavement leave or vacation, rather, the day shift differential will be paid.
13.1.6 When a shift starts before midnight and continues after midnight, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

### 13.2 Flexible Hours of Work

Subject to clause 13.0, regular hours of work will be set for each employee. The hours of work will be mutually agreed between the supervisor and the employee, taking into consideration the operational needs of the work unit and the personal needs of the employee.
13.2.1 In the event that the employee and his/her supervisor cannot reach a mutual agreement on flexible hours of work, there will be a default start time. The default start times are:

- for Category 1 and 2 Workers, 07:30 hrs;
- for Category 4 Workers it is 08:00; and,
- for Streetlight night shift 18:00 hrs.
13.2.2 Rotational shift workers are excluded from flexible hours of work due to the operational requirements of their business units.


### 13.3 Lunch Periods

Lunch periods may be longer than shown below provided the Supervisor receives and approves such requests in advance. The difference in time shall be made up at either the beginning or the end of the employee's regular work day.

### 13.3.1 Lunch Periods for Category 1 Workers

Category 1 Workers who are assigned to a regular workplace and regularly perform duties away from the regular workplace shall take their lunch period on the job site with pay at straight time. The lunch period will not exceed 30 minutes and the normal work day shall cease 30 minutes early.

In some instances lunch breaks on the job site may not be practical. By mutual agreement of the immediate supervisor and the employees, a crew may elect to take an unpaid lunch break of thirty (30) minutes exclusive of no more than thirty (30) minutes travel time and the work day will be extended by thirty (30) minutes.

### 13.3.2 Lunch Periods Category 2 Workers

Category 2 Workers who are assigned to a regular workplace and do not regularly perform duties away from the regular workplace shall have an unpaid lunch period of not less than 30 minutes, and not more than 60 minutes.

### 13.3.3 Lunch Periods for Rotational Shift Workers (Category 3 Workers)

For Rotational Shift Workers, a 30 minute paid lunch period will be provided and taken on the job.

### 13.3.4 Lunch Periods for Category 4 Workers

Lunch periods will be unpaid, shall not be less than 30 minutes and not more than 60 minutes which will be scheduled according to business needs. Normally the break shall be taken as close to the middle of an employee's regular scheduled work day as practical.

### 13.4 Overtime

All overtime will be paid at double time, that is, double the hourly wage of the employee. All overtime work must be authorized by the Company. Employees may opt to bank overtime as time-in-lieu of overtime paid, subject to the provisions of article 11.9. Time-in lieu of overtime paid must be used in the calendar year in which it is earned. Unused portions will be paid out on December 31 of each year at the rate at which it was earned except as outlined in article 11.9.3.1.

### 13.4.1 Meal Allowance When Working Overtime

$\$ 13.30$ - Effective date of signing
\$13.60 - April 1, 2008
\$13.90 - April 1, 2009
13.4.1.1 Every employee who has worked two hours overtime immediately after his or her normal working day will be supplied with a meal, or a meal allowance. There will be a 30-minute paid break after the initial two hours provided the employee is scheduled to resume work after the break.

Subsequent to the above, a meal, or meal allowance with a 30-minute paid break, will be provided at each four-hour interval.
13.4.1.2 For planned overtime, a meal or meal allowance will not be provided for the first 7.25 or 8 hours of work. There will however be one 30-minute paid break during the first 7.25 or 8 hours of work.

Subsequent to the above, there will be a meal, or meal allowance with a 30-minute paid break after the initial 7.25 or 8 hours provided the employee is scheduled to resume work after the break, and will be provided at each four-hour interval thereafter.

If planned overtime starts before 06:00 hrs, employees will be provided with one meal, or meal allowance.
13.4.1.3 If employees are called in on emergency overtime and it is more than thirty minutes prior to their regular start time, then two meals, or meal allowances will be provided.

Every employee called in for emergency overtime shall be provided with a meal or meal allowance at fourhour intervals. A thirty-minute paid break will be included in each four-hour interval.

### 13.4.2 Rest Periods for Employees When Working Overtime

When required to work overtime between 23:00 hours and 03:00 hours, employees will be permitted a rest period until 12 o'clock noon. When such overtime extends beyond 03:00, the rest period permitted will be for the remainder of the work day or 8 hours, whichever is greater. Should the rest period fall during the employee's regular working hours, the employee shall be paid the applicable straight time rate for those hours.

### 13.4.3 Planned Overtime

The company will provide as much notice as possible to employees when overtime is required. The minimum notice period is 48 hours. The employee and his/her supervisor may mutually agree to a shorter notice period.

Overtime that is a continuation of the day stays with the employee or crew and is not distributed to other employees on the master list(s). In the case of emergency overtime, employees may request relief. Relief will be provided from the on-call list.

Employees will indicate on an annual basis their willingness to work planned overtime. In the event there are insufficient employees who volunteer for the planned overtime, and once the planned overtime list has been exhausted, then employees will be required to work planned overtime in reverse order of seniority subject to equitable distribution.

Planned overtime/overtime opportunities is to be distributed as equitably as practical among qualified employees by job classification following this process:

1. The Supervisor or their designate will be responsible for the Planned Overtime and shall determine the requirements for the work i.e. the number of hours, the number of personnel and the number of specific personnel from the crew required to ensure safety, consistency and continuity of work.
2. Planned overtime will be distributed to qualified employees on the master (lists) subject to the requirement of the Supervisor as per item (1) above to provide sufficient personnel with direct knowledge of the job to ensure safety, consistency and continuity of the work.
3. A master list by job classification will be created to track opportunities for planned overtime.
4. All overtime with the exception of "on call" overtime will be considered in determining the equitable distribution of overtime.
5. For the purposes of determining equitable distribution of overtime all overtime will be tracked and accumulated from February 1, 2005 forward. The Supervisor or their designates will update their master list of planned overtime as it is completed.
6. The master lists will be posted in each section by job classification.
7. When administering planned overtime each Supervisor will verify who the appropriate employees are by referencing the master list.

| Reason | Legend |
| :---: | :---: |
| On-Call | O/C |
| Street Light Patrol | SL/P |
| Holidays | HOL |
| Sick Leave | S/L |
| Light Duty | L/D |
| WSIB | WSIB |
| Training | TRN |
| Family Leave | F/L |
| Parental Leave | P/L |
| Absent Without Pay | AWP |
| Other Approved Leave | O/L |

8. Employees that fall into the above criteria will be deemed as being unavailable for planned overtime and will be bypassed for the next available appropriate employee. The Master Lists will be updated to reflect why they were bypassed using the above abbreviations and will not be charged the time.
9. A reasonable effort will be made to contact the employee and when an employee is contacted, he/she must accept or decline the overtime. If the employee is not reachable, he/she will be bypassed and will not be charged for hours worked. If the employee declines, the employee will be charged with the actual overtime hours worked. If the employee accepts the overtime, he/she must either work it or find a replacement suitable to management. In the latter instance, both employees will be charged for the actual hours worked,
10. The hours worked on Planned Overtime will be charged to the selected employees and the replacement workers. This will be shown on the Master Lists.
11. In the event an employee is scheduled to work planned overtime and subsequently that planned overtime is cancelled within three hours of the planned start time, the employee shall be paid minimum call out.

### 13.5 On Call

The Company will determine in advance the employees required to be available on call from the first scheduled working hour on Wednesday to the first scheduled working hour on the following Wednesday. The names of those required to be on call will be posted in advance. Assignment to the oncall list will be distributed as equitably as possible amongst qualified employees.

Employees are required to report to work within sixty minutes from the time the call is received.

The appropriate employees on call will be employed for emergencies which occur outside regular working hours and the work for which can not be completed by employees already at work. Should any additional help be required, then additional employees may be called.

Substitutions for on call duty are permissible provided the Supervisor is informed in advance and agrees to the substitution.

### 13.5.1 On Call Allowance

Effective date of signing employees will be paid an on-call allowance of $\$ 205$ per week for each full week that he or she is on call, plus $\$ 25$ for recognized holidays occurring during the week.

Effective April 1, 2008, the on call allowance will be increased to $\mathbf{\$ 2 1 0}$ per week, plus $\$ 25$ for recognized holidays.

Effective April 1, 2009, the on call allowance will be increased to \$215 per week, plus $\$ 25$ for recognized holidays.

### 13.6 Call Out

When an employee who is called out within three hours of a previous call out, the work will be considered continuous and paid at the overtime rate.

When an employee receives a call within one hour after the end of his or her normal workday, the work shall be considered continuous and paid at the overtime rate.

Employees who report directly to the job site will be paid from the time the call is received until the time they return home. Employees who must report to the work center before reporting to the job site will be paid from the time that they report to the work center until the time they return to the work center.

### 13.6.1 Minimum Call Out

An on call employee who is called out to work outside his or her regularly scheduled hours shall be paid a minimum of three hours' pay at straight time or all hours worked at overtime rates, whichever is greater.

Employees who are not on call but who are called out will receive a minimum of four hours' pay at straight time or for all hours worked at overtime rates, whichever is higher.

### 14.0 OUTSIDE EMPLOYEES WORKING IN INCLEMENT WEATHER

Except for emergency situations, and in order to ensure safe working conditions, during inclement weather outside employees shall be provided with sheltered work or stand-by time at straight time. Inclement weather includes extreme rain, heat, snow, wind or cold. The decision as to whether these conditions exists, rests with the person in charge of the job site taking into consideration the guidelines for inclement weather published by the Canadian Centre for Occupational Health \& Safety, as amended from time to time.

### 15.0 TEMPORARY EMPLOYEES

The duration of the specified period of employment for temporary employees may be up to six months, and may be extended for a period of up to six additional months, based on business requirements.

Temporary employees are on probation for the duration of their employment. Temporary employees hired as full-time employees in the same position as their temporary employment shall be on probation for no longer than six months inclusive of their time as a temporary employee.

Temporary employees whose initial term of employment is two weeks or more will become members of the bargaining unit upon appointment, and will pay union dues and will be covered by the provisions of this collective agreement, except the following: seniority, benefit plans, leave, workers' compensation supplement, and boot and clothing allowance. They will not have recourse to the grievance and arbitration procedure for termination at the end of their term or upon completion of the job; nor where, in the opinion of management, the employee is not suitable for further employment with the Company.

In the event a temporary employee becomes a regular employee with no break in employment, his or her period of temporary employment shall be considered to have
been continuous for the purposes of seniority, continuous service and pay progression.

### 16.0 PROBATION

Employees hired on an on-going basis will be on probation for six months from the initial date of hire. These probationary employees will become regular employees upon successful completion of their probationary period.

During the probationary period, probationary employees shall be entitled to all rights and privileges of this agreement except the benefit plans and except with respect to discharge.

Probationary employees may be terminated at any time during their probationary period for cause at management discretion, and without recourse to the grievance procedure.

Extension of an employee's probationary period to a maximum total period of nine months may be implemented as necessary at management discretion. In such cases, managementwill notify the Union of its decision.

When an employee is on probation as a result of filling an internal vacancy and is found to be unsuitable for the position, the employee shall be returned to their former position, or an equivalent position for which they are qualified at or before the end of the probation period.

A temporary employee who is hired as a full-time employee in the same position, with no break in service, will have such temporary service count as part of his/her probationary period.

A temporary employee who is hired as a full-time employee in a different position, with no break in service, will have such temporary service count as part of his/her probationary period only for the purpose of benefits eligibility. Notwithstanding this eligibility for benefits, the employee must still serve a full 6 month probationary period in the different position.

### 17.0 STAFFING VACANCIES

When staffing vacancies within the bargaining group, preference will be given to qualified regular employees of the Company. All permanent vacancies, including newly created jobs, will be posted at all work centers for a period of five working days. In order to be considered, applications must be received in writing and in a timely fashion, and must indicate the degree to which the candidate meets the stated requirement for the position.

### 17.1 Selection

In assessing candidates who have applied for internal posted vacancies, selection shall be made from amongst those qualified for the position. The candidate(s) who is best qualified and most closely meets the requirements for the position shall be selected. Where two or more qualified candidates are relatively equal, the employee with the most seniority shall take precedence.

### 17.2 Transfer to a Recognized Apprenticeship Program

From time to time an employee may enter a certified and/or recognized Company apprenticeship program. In such cases, the employee's competencies will be assessed against those established for the new trade and a determination will be made of the appropriate rate of pay. A joint unionmanagement committee will do the assessment. Where the employee is currently being paid more than the appropriate rate of pay, his or her rate of pay will be frozen until such time as a further assessment of his or her training and experience warrants a move to the next highest progression step in the range.

### 18.0 ACTING PAY

1. When an employee is temporarily assigned to a classification in the Collective Agreement that is a position with a higher maximum pay level than the employee's permanent position, the employee shall be paid the highest wage rate applicable to the position that the employee is assigned to. Such acting pay rate shall be no greater than $10 \%$ of the employee's regular pay rate.
2. Employees temporarily assigned to another classification shall be entitled to all applicable wage progression increases that would occur if the employee remained in the employee's permanent position.
3. Employees temporarily assigned to a Management position shall be paid $10 \%$ above their base rate of pay or the minimum rate of the assigned position, whichever is greater.

### 18.1 Responsibility Pay (Former Lead Hand Pay)

When 2 or more employees work together on a job or project as a team or crew, without supervision for periods of 2 hours or greater, and when an employee is required by management to exercise responsibility over and/or leadership of such employees, management will assign a responsible employee.

An employee temporarily assigned responsibility for a crew or team shall be entitled to a responsibility pay premium of $10 \%$ of their normal pay rate for all hours worked. This rate shall be paid in addition to the employee's regular pay and be paid in addition to shift differential and overtime rates where applicable.

Responsibility pay is applicable only when the team/crew is not under supervision. Responsibilities, which must be performed where applicable, include but are not limited to:
a) Responsibility for the job site or project;
b) Ensuring that safety procedures are followed;
c) Ensuring that appropriate company rules, policies, standards and procedures are followed;
d) Ensuring that circle check is done prior to using company vehicles and that CVOR and other paper work is in place;
e) Ensuring that appropriate standards of "housekeeping" are maintained;
f) Overseeing tailboard conferences;
g) Ensuring that the team/crew follows the project design and/or specified work schedule;
h) Ensuring completion of necessary documentation such as timesheets, OTO's, work protection forms, etc.:
i) Ensuring availability of appropriate material;
j) Is responsible for coaching, training, providing technical support/knowledge to employees at the same position and grade level;

Responsibility pay will be paid only after the first two hours and will be a minimum of four hours' pay.

### 19.0 PROGRESSION

Progression through the pay scales will occur as follows:
For employees who are participating in a certified and/or recognized apprenticeship program with the Company, progression will be linked directly to the employee's achievement of training milestones and his or her ability to demonstrate the required competencies for each level. In addition, they will not achieve the maximum rate of pay for the position until they have received the appropriate journeypersons' certification.

For other employees who are hired at the minimum of the range (i.e., step 1), the first progression will be provided upon successful completion of the probationary period (i.e., step 2). Employees will be eligible for subsequent progressions within the range annually from the anniversary of the completion of the probationary period, subject to continued satisfactory performance.

Employees who are not in apprenticeship programs and who are not hired at the minimum of the range will be eligible for progressionswithin the range annually from the anniversary date of their date of appointment to the position, subject to continued satisfactory performance.

### 20.0 RECLASSIFICATION

When an employee's position is reclassified to a higher level and the employee is sufficiently qualified to perform the duties, the employee's rate of pay shall be adjusted to the step within the new range which is closest to, but higher than, the employee's current rate of pay.

When an employee's position is reclassified to a lower level, the employee may retain the position and be red-circled until such time as he/she is appointed by the Company to a position at the same rate of pay for which they are qualified.

Employees may request a review of their job when significant changes have been made to their duties.

When the duties of a position are changed significantly, the job will be deemed to be a new job and the provisions for staffing vacancies will apply. The provisions of clause 23.0, Employment Security, will apply to the employee.

### 21.0 CONTRACTING OUT

Hydro Ottawa may contract out work; the performance of work by outside contractors will not cause any employee covered by the terms of this agreement to be temporarily or permanently laid off.

No employee will be laid off while a contractor is engaged to perform the work normally and regularly performed by such employee.

No contractor shall be engaged to perform the work of an employee that is on temporary lay-off.

Notwithstanding the above, an employee whose job is eliminated because of contracting out may request to be laid off.

However, where the work assigned to the contractor is not work that employees of the company perform, there is no limitation under this agreement on the continuation of such work by the contractors.

### 22.0 ORGANIZATIONAL OR TECHNOLOGICAL CHANGE

22.1 When the Employer is proposing the introduction or implementation of technological or organizational change which may result in regular employees being declared surplus/redundant, the Employer agrees to notify the Union when its intentions are known and to update such information as new developments arise and modifications are made. Such notice shall be six (6) months in advance.

## 22.2 (a) Placement into an equal or lower level position

The incumbent in any position which has been declared surplus/redundant, as a result of organizational or technological change, shall be placed in a vacancy (if one exists) in which he/she is interested and for which he/she has the qualifications and ability actually required to perform the normal duties of the position. In such cases, it is recognized there may be a period of familiarization of up to four (4) to six (6) weeks. Such employee shall be placed in the vacant position without competition. Employees shall have priority rights to vacancies for permanent positions under this clause for six (6) months from the date the employee is notified of the potential redundancy.

Should the position into which the employee is placed be at a lower level than the one previously held by the employee, the employee will continue to have priority rights to be considered for vacancies at the previous level for a period of 12 months from the date that the employee is placed into the lower level position.

## (b) Temporary Assignment

It is understood that redundant employees will also be considered for temporary vacancies which may occur so as best to ensure their placement into vacant permanent positions in accordance with this clause. Where no permanent positions are available and an employee accepts or is placed into a temporary assignment, they will continue to have priority rights for vacancies for which he/she is interested and for which he/she has the qualifications and ability actually required to perform the normal duties of the position. However, the period of the temporary assignment shall extend the six (6) month priority job search time frame set out in this clause for the duration of the temporary assignment up to a combined maximum of 12 months.

## (c) Placement into a Higher Level Position

Generally, the parties acknowledge and agree that redundant employees' priority placement to vacancies relates to positions which become available and are equivalent or comparable in terms of
compensation level. However, the parties further acknowledge and agree that there are exceptional cases where vacancies may arise at a higher compensation level for which the employee has the qualifications and ability actually required to perform the normal duties of the position within a familiarization period of up to four to six (4-6) weeks. In such cases, if after attempting to staff the position through the normal staffing process the position remains vacant, such employee shall be placed in this position without competition. However, if within a ninety calendar day time frame, should the employee find the work unsuitable or the Employer find the employee unsuitable or incapable of performing the work of the position, the employee shall be removed from the position and shall be entitled to further consideration under clause 22.2 (a) and such period of placement into the higher level position shall be treated as if it was a temporary assignment in accordance with the provisions of that clause.

## (d) Retraining

If a vacancy exists for which the employee can be retrained by the Employer within a period of six (6) months, the Employer shall offer such retraining to the employee for the position. This option shall be subject to the agreement of the employee.
22.3 If no placement is possible under Clause 22.2, and the Employer determines within a further period of three (3) months, that a vacancy exists for which the employee has the qualifications and ability actually required to perform the normal duties of the position such that they would be deemed to be "job ready" to perform the normal duties of the position within a familiarization period of four to six (4-6) weeks, then the Employer may place the employee in such vacancy, without competition for the four to six (4-6) week familiarization period, without the agreement of the employee.

If no such vacancy exists, or if at the end of the four to six week (4-6) week familiarization period, should the employee demonstrate that the work is unsuitable or the Employer find the employee unsuitable or incapable of performing the work of the position, the employee shall be afforded the remaining rights or entitlements set out in Article 23 Employment Security.

### 23.0 EMPLOYMENT SECURITY

### 23.1 Assignment of Employees Facing Potential Lay-Off

a) Vacant Positions

In the event of a potential lay-off, the Company may assign or appoint the employee to a vacant position, or to a position occupied by a temporary employee, which has the same maximum rate of pay and for which the employee is qualified with minimal retraining. The employee may refuse such an assignment or appointment if the hours of work are different than those of the position from which he/she is being laid off.

In the event a temporary employee is displaced under this article, he/she may be placed into another temporary situation within the Company, or his/her employment may be terminated early, at the discretion of the Company.

Where the Company does not offer an assignment or appointment to a position with the same maximum rate of pay, the employee may choose to be laid off, or he/she may choose to be considered for vacancies for which he/she is qualified with minimal retraining, and which are at the same or lower maximum rates of pay.

If the employee chooses to be considered for vacancies for which he/she is qualified and which have a lower maximum rate of pay, the employee will receive preferential consideration for those positions, in that the requirement to post notice of the vacancy will be waived.

## b) Bumping

An employee who does not opt for lay-off, is not assigned other duties, and is not appointed into a vacant position, may choose to bump another employee who is at the same or lower maximum rate of pay, provided he/she is capable of performing all the duties of the position with a minimal amount of retraining. In this case, the employee who is bumped will become subject to the provisions of article 23.0 Employment Security.

Bumping will be within the employee's department first. Other departments may be considered if there are no suitable positions within the employee's Department.

## c) Rate of Pay

When an employee who is facing lay-off is appointed to, or bumps into, a position with a lower maximum rate of pay, the employee's salary will be within the range of the new position at the step that is closest to but not lower than, his/her current salary. However, the new rate of pay may not exceed the maximum rate for the position.

### 23.2 Lay Off

When an employee's position is eliminated for reasons other than contracting out, and the employee is not appointed to another position, the employee may be laid off. Lay off will be in reverse order of bargaining unit seniority, with the mostjunior employee to be laid off first.

Before being permanently laid-off, employees will be considered to be temporarily laid off and will have their names placed on a recall list for a period of up to 12 months. If the temporarily laid-off employee has not been appointed to a position within the Company within the 12 months, he/she will be permanently laid off.

Employees may forego temporary lay-off and having their names placed on the recall list by requesting permanent lay-off. In such cases, their employment with the Company will be permanently severed.

### 23.3 Recall

Recall will be in the reverse order of layoff, i.e., the last employee laid off will be the first recalled.

No new employees will be hired in a bargaining unit position until those laid off have been offered recall to positions for which they are qualified and available, and which are at the same or lower maximum rate of pay than the last position they occupied prior to layoff.

While on the recall list, employees will be recalled for assignments or appointment to vacant positions at the same or lower level for which they are qualified. In such cases, the requirementto post notice of the vacancy will be waived.

Should the position from which the employee was laid off become available within 12 months from the lay-off date, he/she will be offered the position.

Employees who are temporarily laid-off and whose names are on the recall list will be eligible to apply for vacant positions which are at a higher maximum rate of pay than the position they last occupied within the Company, and which are posted under clause 17.0.

### 23.4 Permanent Lay Off Severance

In the event of a permanent lay off affected regular employees will be provided with the applicable severance package shown below based on continuous service.
i. One (1) year but less than three (3) years of service - two (2) months;
ii. Three (3) years but less than five (5) years of service - three (3) months;
iii. Five (5) years but less than ten (10) years of service - four and onehalf (4) months;
iv. Ten (10) years but less than sixteen (16) years of service - seven (7) months;
v. Sixteen (16) years but less than twenty (20) years of service - ten (10) months;
vi. Twenty (20) years but less than twenty-five (25) years of service fourteen (14) months
vii. Twenty-five (25) or more years of service - eighteen (18) months.

### 24.0 OCCUPATIONAL HEALTH AND SAFETY

### 24.1 Occupational Health and Safety Committee

The Company and the Union agree to participate in a joint occupational Health and Safety Committee. Representation on this committee will be joint and equal.

### 24.2 Safety Clothing and Other Personal Protective Equipment

Suitable clothing should be worn in the workplace to protect workers from all safety hazards associated with their type of work.

Workers shall wear suitable clothing, eye protection, hand protection, head gear and footwear that is appropriate and in a condition so as to afford them adequate protection from any exposure to accidental and unavoidable hazards.

Clothing, eye protection, hand protection, headgear and footwear worn by employees must meet the safety standards and specifications set forth by the Company. Failure to do so will be considered a serious breach of conduct.

### 24.2.1 Gloves

The Company will issue leather gloves to all workers who require them in their jobs. New employees will be supplied with two pairs of leather gloves and one pair of three-finger winter gloves with liners. Gloves will be replaced on an exchange basis due to wear or defects.

### 24.2.2 Prescription Safety Glasses

The Company will pay for prescription safety glasses and their replacement and/or repair on an as-required basis. Damaged or worn out glasses shall be shown to the supervisor prior to replacement. Such glasses must meet the safety standard set forth by the Company.

### 24.2.3 Footwear and Clothing

Employees who require safety footwear will be provided an annual allowance of $\$ 250.00$ effective April 1, 2007.

Employees who require safety footwear will be provided an annual allowance of $\mathbf{\$ 2 5 5 . 0 0}$ effective April 1, 2008.

Employees who require safety footwear will be provided an annual allowance of $\$ 260.00$ effective April 1, 2009.

Flame resistant clothing will continue to be provided to employees who are required to wear such clothing as listed in Appendix C.

### 24.3 Workplace Safety and Insurance Benefit

The parties agree that rehabilitation and modified work are beneficial to both the employee and the Company, and will do everything reasonable to ensure an early return to gain full employment in the pre-injury job or in modified work, consistent with the worker's functional abilities and subject to Workplace Safety and Insurance Board (WSIB) requirements.

All employees on a work related injury, illness or accident, approved and compensated by the WSIB shall be paid no more and no less than their normal straight time rate for a maximum period of one calendar year.

Employees who continue to be on an approved absence for a work related injury, illness or accident or on modified work duties for more than ninety calendar days, will, with the approval of WSIB, receive a salary based on a weekly average of their previous years' income. This shall be payable on the ninety-first (91st) calendar day and will continue to a maximum period of one calendar year from the date of the injury, illness or accident.

Any wage or salary benefit received from the WSIB shall become property of the Company, and any monies received by an employee as wage or salary benefits directly from the WSIB shall be remitted to the Company.

In recognition of the process required to maintain employees wages while on an approved work related injury, illness or accident, the parties recognize that an employee receiving WSIB benefits may be eligible for a tax advantage at the end of the year under the Income Tax Act, the Canada Pension Act and the Employment Insurance Act, or other legislation. The amount of the tax advantage paid to the employee is payable to the Company.

If the WSIB approves a salary benefit payment that results in the Company receiving a greater salary benefit repayment than the normal net straight time rate pay to the employee during the ninety day qualifying period as specified above, then the Company shall pay the employee at least the amount received by the WSIB, excluding the non statutory deduction.

All conditions relating to the requirements of this article shall be applied in each case on a "per injury" basis.

### 24.4 Injury on Duty

All injuries which occur in the performance of duties and/or while on Company business, or any accidents involving Company property, must be reported immediately to the immediate supervisor and an incident or accident report must be submitted as soon as possible thereafter.

### 24.5 Injury/IIIness Off Duty

Any employee who is unable to perform the duties of his/her regular position due to injury or other illness, as determined by the Company and supported by medical opinion, may be assigned or appointed to a position at the same or lower maximum rate of pay provided the employee is qualified and the position is vacant and available. Such appointments will be without regard to seniority provisions and the requirement to post the vacancy shall be waived.

The new rate of pay for the selected position will take effect when the employee is appointed to the duties of the new position.

For the purposes of calculating continuous employment, employees who are injured in their capacity as volunteer firefighters will not be considered to have had a break in service for their period of recovery, nor will they be terminated from employment as a direct result of those injuries for a period consistent with that of the long-term disability occupation period.

### 25.0 WAGES

### 25.1 Frequency of Pay

All employees will be paid on a bi-weekly basis, through direct deposit.

Employees, upon giving a minimum of two weeks' notice, will receive, on the last scheduled pay day preceding commencement of their annual vacation, any pay which may fall due during the period of their vacation. Such advances to be available only if the vacation period is two weeks or greater.

### 25.2 Change of Personal Information

Employees must advise the company in writing as soon as possible of any change in address or banking information, changes to family status and dependents, or changes to beneficiary.

### 25.3 Wage Scales

Attached as Appendix "A" are the wage scales for all employees.
Attached as Appendix " $B$ " are the current job classifications/titles within the bargaining unit by Category. Appendix $B$ will in no way be interpreted as a guarantee that any particular job classification/ title/Category will be a continuing requirement or preclude the Employer from establishing newjob classifications/titles. In addition to this, the Company may choose to operate parts of the business twenty-four hours per day, seven days per week, staffing with rotational shift workers subject to clause 13.1.2, and shall not be precluded from doing so by this Appendix.

Appendix B will in no way be interpreted in a manner which limits the employer's exclusive right and power to manage its business and plan and direct its work force.

### 26.0 BENEFITS

### 26.1 Medical and Hospital Plans

The company will pay $100 \%$ of the premium for regular employees in receipt of monies through payroll for enrolment in the group medical and extended health care plans, as mutually agreed to between the parties.

### 26.2 Vision Care

All regular employees will be enrolled in a vision care plan as mutually agreed to by the parties, with $100 \%$ of the premiums to be paid by the employer up to a maximum of $\$ 300$ per twenty-four month period.

Eye examination coverage every 24 consecutive months based on reasonable and customary charges to a maximum of $\$ 120$.

### 26.3 Dental Plan

All regular employees will be enrolled in the dental plan mutually agreed to by the parties, with the premiums shared on a $90 \%$ employer, $10 \%$ employee basis, with a one-year lag in the Ontario Dental Association Fee Guide. The one-year lag will be effective April 1, 2007.

The plan will provide coverage for orthodontic services at $50 \%$ reimbursement of eligible expenses, to a lifetime maximum of $\$ 2,500$ per person, $\$ 3,000$ effective April 1, 2008.

Coverage for major restorative services will be provided at $50 \%$ reimbursement of eligible expenses to a $\$ 2,000$ per person annual maximum.

### 26.4 Long-Term Disability

All regular employees will be enrolled in a Long-Term Disability Plan with $100 \%$ of the premiums paid by the employer.

Coverage of $67 \%$ of pre-disability earnings to a maximum of $\$ 4,000$ monthly, with a waiting period of 180 days, will be provided.

Payment for benefits will continue for employees in receipt of WSIB benefits in accordance with Article 24.3.

In the event an employee is absent without pay for any reason for a period in excess of twelve months, the employer's share of benefit costs will be reduced on a pro-rated basis as follows:

Employer Share $=\underline{\text { number of davs paid in the month }} \mathrm{x}$ monthly cost of benefit 22 working days

For the purposes of this article, an employee is considered absent without pay when not in receipt of normal daily wages from the Company.

### 26.5 Pension and Insurance

Participation by regular employees in the Ontario Municipal Employees Retirement System (OMERS) is compulsory, with contributions at rates in accordance with OMERS regulations.

Employees in the employ of the founding utilities as at December 31, 1982 are entitled to the OMERS Type III early retirement plan with the Canada Pension plan offset deferred exclusively of the disability feature.

All regular and probationary employees hired after January 1, 1983 are eligible for the OMERS basic plan.

Participation by each regular employee in the Municipal Hydro Electric Group Insurance (Term Life) Plan is compulsory. The Company reserves the right to institute an alternate plan carrier(s) provided the coverage is the same as presently insured.

### 26.6 Severance Pay

Upon resignation or retirement, employees who have 25 or more years' continuous service may receive one of the following severance payments:
a) four week's pay; or,
b) a retirement grant.

The retirement grant is based on the employee's sick leave record and is calculated as follows:

The amount of the retirement grant is the years of service (to a maximum of 35 days) multiplied by the sick leave factor. Allowance will be made to exclude one three-month illness (sixty-five working days) from the calculation.

| Average Sick Leave Usage Per Year | Eligibility |
| :--- | :--- |
| 4.0 days | $100 \%$ |
| 4.5 days | $80 \%$ |
| 5.0 days | $60 \%$ |
| 5.5 days | $40 \%$ |
| 6.0 days | $20 \%$ |
| Over 6.0 days | $0 \%$ |

### 26.7 Professional Dues

Employees who are required by management to maintain a professional designation, such as a CET or P. Eng., will be reimbursed their annual professional association fees or dues as required.

### 26.8 Tools and Equipment

The Company will supply all tools and equipment required by employees necessary for the performance of duties as required by the Company. Replacement will only be made on an exchange basis for worn out or defective items.

### 26.9 Educational Assistance

The Company may reimburse employees undertaking educational courses outside working hours, on their own time. Such compensation may include all or part of the tuition and examination fees, books and materials and would be paid upon proof of successful completion of the course. The amount of reimbursement will be based on the relation of the course content to the industry and/or Company business.

To be reimbursed all or part of the cost of courses taken outside normal working hours, employees must receive approval of management before beginning the course.

### 27.0 TRAVEL WHILE ON COMPANY BUSINESS -OUTSIDE OF THE SERVICE TERRITORY

From time to time, employees may travel on company business for work or to attend training sessions. The Company will reimburse reasonable expenses incurred by employees travelling on company business. For the purposes of this provision, where an employee commences work at the regularly assigned work place or the reassigned work place as per Article 12.0, and ends the work day at the same location, no expenses will be paid or reimbursed and the normal overtime provisions will apply. Management will make decisions regarding method of travel and adequate overnight accommodations, with due regard to the well-being of the employee.

### 27.1 Use of Personal Vehicles and Mileage Rates

When, at the request of management, an employee uses his/her personal vehicle on company business, mileage will be paid at a rate of $\$ 0.41$ per kilometer effective date of signing.

Effective April 1, 2006, mileage will be paid at a rate of $\$ 0.43$ per kilometer.
Employeeswho were employed on or prior to December 18, 2001, will not be obligated to use their personal vehicle for company business.

### 27.2 Meal Allowances

Meals will be reimbursed effective date of signing, unless otherwise provided, as per Company policy, but not less than the following:

| Breakfast | $\$ 7.00$ |
| :--- | :--- |
| Lunch | $\$ 13.00$ |
| Supper | $\$ 26.00$ |

Effective April 1, 2006, unless otherwise provided, as per Company policy, but not less than the following:

| Breakfast | $\$ 8.00$ |
| :--- | :--- |
| Lunch | $\$ 14.00$ |
| Supper | $\$ 27.00$ |
| Incidentals (for overnight trips) | $\$ 7.00$ |

### 27.3 Travel Outside Working Hours

When travel time is outside the employee's regular working hours, the following shall apply:
a) All travel for the purposes of attending training or workshops will be at straight time;
b) All travel for the purposes of performing work will be at double time;
c) Travel for company business shall be at straight time provided it is within the Company's normal hours of operation, to a maximum of six hours per week. Any additional travel time outside the Company's normal hours of operation shall be at overtime rates.

### 27.4 Cash Advances/Credit Cards

Employees will be provided, upon request, a cash advance or credit card to cover out of town travel expenses. Management will decide whether to provide a cash advance or a credit card.

## LETTER OF UNDERSTANDING

The following item is a clarification of the understanding and intent arising from Collective Bargaining:

1. Employees who have been red-circled with respect to the amalgamation and the former collective agreement which expired March 31, 2004, will be given preferential consideration for appointment to vacant positions in the bargaining unit for which they are qualified and which will not result in a promotion. For the purposes of this clause, it will not be considered a promotion where the employee's rate of pay is above the maximum of their current classification and below the maximum of the next highest classification. When making appointments under this clause the obligation to post notice of the vacancy is waived.

This letter shall be considered an attachment to the Collective Agreement and remain in effect for the term of the Agreement unless modified or replaced by mutual agreement between the parties.

For the Union:
Allen Gates

Original Signed

May 26, 2007

For the Company:
Lance Jefferies

Original Signed

May 26, 2007

# MEMORANDUM OF SETTLEMENT 

## BETWEEN:

IBEW, LOCAL 636
"the union"
-and-
HYDRO OTTAWA LIMITED

## "the company"

1. The parties agree that a joint committee will be responsible for the job evaluation process. The committee shall be composed of two union and two company representatives, each chosen by their own constituencies. The Committee shall employ the Hay system as the tool of job evaluation. Training to be provided by the company, as required.
2. The Joint Committee shall be responsible for ensuring the completeness and accuracy of the content of job descriptions for jobs being considered for evaluation. The union acknowledges that management determines the content of the jobs.
3. Changed Jobs

The Committee may be asked to review a job by any one of management, union, or an employee. The Committee shall first ensure that the description of job duties is complete and accurate, or make its best effort in this regard. It is expected that this would be completed within a 10 -day period or extended by mutual agreement. The committee shall then submit the job description to a mutually agreed third party for evaluation and point rating. The point rating awarded by the third party shall be "sore thumbed" by the Joint Committee, and returned to the third party for re-evaluation if required.
4. New Jobs

The Company shall submit to the union the new job descriptions it wishes to implement. The new job description shall then be submitted to the Joint Committee for review and discussion. The Joint Committee shall then follow the same procedure outlined in paragraph 3 above. The job shall be posted if the company wishes to proceed with its implementation.

## 5. Previously Evaluated Jobs

A summary process shall be followed for any new positions that have been implemented since December 18, 2001, or any position where the job function has been evaluated and implemented, whether or not this resulted in a change of level. The results shall be "sore thumbed" by the two union members of the Joint Committee and returned to the Joint Committee for discussion and re-evaluation by the third party, if required. This process shall be completed within 60 days of provision of the evaluation results to the union. The company shall provide the necessary information to the union by January 23, 2004. Positions where consensus has already been achieved are exempted from the summary process.
6. General

If the union is not in agreement with the final point rating offered by the third party, and the members of the Joint Committee are unable to achieve consensus on this, the evaluation may be submitted to mediation/arbitration with results final and binding.
7. The union accepts that evaluations upon which Joint Committee consensus was achieved, prior to the date of this Memorandum of Settlement, are considered compliant for pay equity posting and maintenance purposes.
8. Similarly, evaluations upon which Joint Committee acceptance is achieved subsequent to the date of this Memorandum of Settlement, shall also be considered compliant for pay equity posting and maintenance purposes.
9. The company will provide a list to the union, on a quarterly basis, of all union positions within the establishment.

For the Union:
Allen Gates

Original Signed

May 26, 2007

For the Company:
Lance Jefferies

Original Signed

May 26, 2007

# LETTER OF UNDERSTANDING <br> <br> BETWEEN <br> <br> BETWEEN <br> LOCAL UNION 636 OF THE IBEW 

"the union"

## -and-

## HYDRO OTTAWA LIMITED

"the company"


#### Abstract

Notwithstanding Article 13 second paragraph of the Collective Agreement the Company and the Union agree that all employees, including those where Article 13 second paragraph applies, are eligible to request flexible hours of work as per article 13.2 of the Collective Agreement. The default start time for those same employees shall be as per the inside hours of work employees; 8 a.m.


$$
\begin{array}{ll}
\text { For the Union: } & \text { For the Company: } \\
\text { Allen Gates } & \text { Lance Jefferies }
\end{array}
$$

## Original Signed

Original Signed

May 26, 2007
May 26, 2007

LETTER OF UNDERSTANDING
BETWEEN:
LOCAL UNION 636 OF THE IBEW
("the Union")

AND<br>HYDRO OTTAWA LIMITED

("the Employer")

Whereas the Union filed a Grievance 2002-11 ("the Grievance") in 2002 concerning the use of on-call vehicles;

Whereas the Grievance was settled by way of a Memorandum of Settlement between the parties dated November 2, 2004, ("the 2004 Memorandum of Settlement") which provided for the provision of corporate vehicle(s) for the use of each employee designated as "on-call" for use outside of the normal working hours during the terms of the employee's "on-call" responsibilities until March 30, 2007;

Whereas effective March 31, 2007, corporate vehicles will no longer be provided to designated "on-call" employees for use outside of the normal working hours; and

Wherefore, the parties have agreed as follows:

1. In recognition of the elimination of the use of corporate vehicles by oncall employees outside of the normal working hours, effective the date of signing of a renewed collective agreement retroactive to April 1, 2007, the weekly on-call allowance in article 13.5.1 of the collective agreement will be topped up by $\$ 102.00$ ("weekly top-up") per employee on call.
2. Should the Employer re-introduce corporate vehicles for designated oncall employees for use outside of the normal working hours, the weekly on-call top up of $\$ 102.00$ referred to in paragraph 1 of this Letter of Understanding will cease and the on-call employee will be paid the oncall allowance as per article 13.5.1 of the collective agreement.
3. Nothing herein shall require the employer to re-introduce corporate vehicles for use by on-call employees outside the normal working hours, or otherwise fetter the employer's discretion with respect to use of corporate vehicles.
4. The parties agree that the issues of the use of corporate vehicles for oncall employees andlor any issues raised in the grievance will not be raised andlor grieved during the life of the renewed collective agreement or during any renewal thereafter, and that the terms of this Letter of Understanding constitute a full and final settlement of this matter.
5. This resolution shall be on a without prejudice or precedent basis and may not be relied upon or referred to in any other matter or proceeding save and except for the purposes of enforcement of the terms of this Letter of Understanding.

For the Union:
Allen Gates

Original Signed

May 26, 2007

For the Company: Lance Jefferies

Original Signed

May 26, 2007

Original signed at Ottawa, this $\mathbf{2 6}^{\text {th }}$ day of the month of May, 2007 by:

| HYDRO OTTAWA LTD. | LOCAL 636 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKS |
| :---: | :---: |
| Original Signed by All | Original Signed by All |
| Lance Jefferies | Allen Gates Business Representative |
| Roy Chapman | Mike Hall |
| Dave Garland | Linda Larocque |
| Ken Lewis | Jim Millar |
| Judy Muldoon | Mike Preston |
| Lyne Parent-Garvey |  |

## APPENDIX "A" Wage Scales

## Year 1 (April 01,2007)

| Grade | Step 1 | Step 2 | Step 3 | Step 4 |  | Step 5 |  | Step 6 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\mathbf{1}$ | $\$ 13.38$ | $\$$ | 14.78 | $\$$ | 16.23 | $\$$ | 17.65 | $\$$ | 19.10 |$\$ 20.54$

## Year 2 (April 01,2008)

| Grade |  | Step 1 |  | tep 2 |  | tep 3 |  | tep 4 |  | tep 5 | Step 6 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 1 | \$ | 13.81 | \$ | 15.26 | \$ | 16.76 | \$ | 18.22 | \$ | 19.72 | \$ | 21.21 |
| 2 | \$ | 16.28 | \$ | 18.04 | \$ | 19.79 | \$ | 21.54 | \$ | 23.29 | \$ | 25.06 |
| 3 | \$ | 18.09 | \$ | 20.02 | \$ | 21.96 | \$ | 23.90 | \$ | 25.87 | \$ | 27.81 |
| 4 | \$ | 19.01 | \$ | 21.04 | \$ | 23.10 | \$ | 25.14 | \$ | 27.18 | \$ | 29.22 |
| 5 | \$ | 21.05 | \$ | 23.31 | \$ | 25.58 | \$ | 27.86 | \$ | 30.11 | \$ | 32.39 |
| 6 | \$ | 22.62 | \$ | 25.08 | \$ | 27.51 | \$ | 29.93 | \$ | 32.39 | \$ | 34.81 |
| 7 | \$ | 24.19 | \$ | 26.79 | \$ | 29.42 | \$ | 32.03 | \$ | 34.63 | \$ | 37.23 |
| Year 3 (April 01,2009) |  |  |  |  |  |  |  |  |  |  |  |  |
| Grade | Step 1 |  | Step 2 |  | Step 3 |  | Step 4 |  | Step 5 |  | Step 6 |  |
| 1 | \$ | 14.26 | \$ | 15.76 | \$ | 17.30 | \$ | 18.81 | \$ | 20.36 | \$ | 21.90 |
| 2 | \$ | 16.81 | \$ | 18.63 | \$ | 20.43 | \$ | 22.24 | \$ | 24.05 | \$ | 25.87 |
| 3 | \$ | 18.68 | \$ | 20.67 | \$ | 22.67 | \$ | 24.68 | \$ | 26.71 | \$ | 28.71 |
| 4 | \$ | 19.63 | \$ | 21.72 | \$ | 23.85 | \$ | 25.96 | \$ | 28.06 | \$ | 30.17 |
| 5 | \$ | 21.73 | \$ | 24.07 | \$ | 26.41 | \$ | 28.77 | \$ | 31.09 | \$ | 33.44 |
| 6 | \$ | 23.36 | \$ | 25.90 | \$ | 28.40 | \$ | 30.90 | \$ | 33.44 | \$ | 35.94 |
| 7 | \$ | 24.98 | \$ | 27.66 | \$ | 30.38 | \$ | 33.07 | \$ | 35.76 | \$ | 38.44 |

## APPENDIX "B"

## Category 1 Worker

(Average 40 hours per week or Average 80 hours every two weeks; Paid Lunch/Break on the Job Site)

|  |  |  | Business Services Technical Specialist |
| :--- | :--- | :---: | :---: |
| CableJointer |  |  |  |
|  | Coordinator |  |  |
|  | Customer Vault Maintenance Technical Specialist |  |  |
|  | Field Representative- Collections/Meter Reading |  |  |
| 8 | Field Technician |  |  |
| 9 | Fitter Mechanic |  |  |
| 10 | Forester |  |  |
| 11 | Forestry Inspector |  |  |
| 12 | Meter Technician |  |  |
| 13 | Power Line Maintainer |  |  |
| 14 | Power Quality Technical Specialist |  |  |
| 15 | SCADA Administrator |  |  |
| 16 | Service Layout Field Agent |  |  |
| 17 | Station Electrician |  |  |
| 18 | Stations Technician |  |  |
| 19 | UndergroundCable Locator |  |  |
| 19 | UndergroundPlant Inspector |  |  |



Category 3 Worker
(Rotational Shift Worker Average 40 hours per week or Average 80 hours every two weeks; Paid Lunch/Break on the job)

| Dispatcher |
| :--- |
| Distribution Reliability\& Response Maintainer |
| System Operator |



This Appendix will in no way be interpreted as a guarantee that any particular job classification/title/Category will be a continuing requirement or preclude the Employer from establishing new job classifications/titles. In addition to this, the Company may choose to operate parts of the business twenty-four hours per day, seven days per week, staffing with rotational shift workers subject to clause 13.1.2, and shall not be precluded from doing so by this Appendix.

This Appendix will in no way be interpreted in a mannerwhich limits the employer's exclusive right and power to manage its business and plan and direct its work force.

## APPENDIX "C" Flame Resistant Clothing

## Allocation of Clothing Types and Frequency of Issue

## Compliance to Standard

- All employees who do hands on electrical work must comply with Hydro Ottawa Limited's flame resistant clothing requirements and must wear the clothing supplied by the utility.
- Sizing for insulated garments, (done by the supplier), will be provided by management accuracy of sizing for non-insulated garments is the responsibility of the employee.
- The requirement for FR clothing stems from E\&USA rules, which clearly defines the type of garments to be worn. Hydro Ottawa Limited's position incorporates the intent of the E\&USA rules and is stated as follows:

Any employee working on or near energized apparatus is to wear clothing that is either inherently flame resistant (i.e. Nomex) or has been treated with flame retardant chemicals (i.e. Proban, Indura Ultrasoft). This applies to all articles of outer clothing summer and winter. All undergarments (summer and winter) must be made of cotton or wool.

| Type of Garment | Issue Frequency | Work Group (see legend at bottom of table) |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| insulated bomber style jacket or parka (up to max. of 1) | Every ${ }^{2}$ years | X | X | X | X | X | X | X | X | X |
| Unlined coat/jacket (up to max. of 1) | Every 2 years | X | X | X | X | X | X | X | X | X |
| Insulatedcoverall/overalls (up to max. of 1) | Every 3 years | X | X | X | X |  | X |  | x | x |
| Unlined bib overallsicoveralls (up to max. of 2) | Annual | X | X | X | X | $x$ | X | X | X | $x$ |
| Work Shirts (up to max. of 3) | Annual | X | X | X | X |  | X | X | X | $x$ |
| Work pants (up to max. of 5) | Annual | X | X | X | X |  | X | X | X | X |
| Sweat shirt - Hooded/Non-hooded (up to max. of 2) | Annual | X | X | X | X | $x$ | X | X | X | X |
| Polo/golf long sleeve shirts (uD to max. of 2) | Annual | $x$ | X | X | X |  |  |  | X | $x$ |
| T-shirts - Non-FR (up to max. of 3) | Annual | X | X | X | X | X | X | X | X | X |
| FR Balaclava | Annual | X | x | X |  |  |  |  |  |  |


| Work Group Legend |  |
| :--- | :--- |
| Group \#1 | PLM \& DRRM |
| Group \#2 | Cable Jointers, Underground Plant Inspectors, Forestry Inspectors, Service Layout Field <br>  <br>  <br> Agents |
| Group \#3 | Stations Electricians \& Technicians, SCADA Administrators |
| Group \#4 | Metering Shop Mechanics, Technicians, Specialists |
| Group \#5 | Designers |
| Group \#6 | Warehouse Attendants |
| Group \#7 | Facilities Building Maintenance Persons \& Specialists |
| Group \#8 | Customer Care Field Representatives |
| Group \#9 | Vehicle Mechanics \& Attendants |

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