

SERVICES DIVISION **AGREEMENT**

BETWEEN



AND



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

JANUARY 1, 2013 – June 30, 2016

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COLLECTIVE AGREEMENT

BETWEEN:

ENWIN Utilities Ltd.

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

- and -

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

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

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

ARTICLE 1 - RECOGNITION OF UNION

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

united, or otherwise joined with one or more municipalities and/or corporations.

ARTICLE 2 - UNION SECURITY CHECK OFF

- 2.01 All present employees covered by this agreement shall, as a condition of employment, remain members in good standing of the Union. All employees hired after the signing of this agreement who are covered by this agreement shall, as a condition of employment, become and remain members in good standing of the Union, upon completion of the probationary period.
- 2.02 The Company agrees to deduct each week from the wages of all employees in the Bargaining Unit, Union dues as directed by the Union. The Company shall forward the deductions to the Union, together with an alphabetical listing of names showing the amount deducted from each employee and all information used to determine this deduction - not later than the fifteenth (15th) day of the following month. The Union shall notify the Company, in writing, with at least thirty (30) days advance notice, of any changes in the amounts to be deducted. The Company also agrees to deduct and remit an amount equivalent to the Union initiation fee from each new employee upon the successful completion of their probationary period. The President or Secretary of the Union shall notify the Company, in writing, of the amount of such monthly dues to be deducted under this section and, from time to time, any changes in the amount thereof. Payroll deductions will not include any fines. Union dues will be included on the employee's T4 slip (for income tax purposes).
- 2.03 In consideration of the deduction and forwarding of union dues by the Company, the Union agrees to indemnify and save harmless the Company against any claim or liability arising out of or resulting from the collection and forwarding of regular monthly union dues or initiation fees.
- 2.04 Students employed in classified occupations will pay union dues during the period of their employment with the Company (but no initiation fee).
- 2.05 The Company shall notify the Chairperson and the Area Representative of the Union in writing immediately of the engagement of any new employee defining particulars of employment.
- 2.06 As part of the Employer's Orientation program, the Chairperson or his/her delegate of the Union will be notified in writing whenever a new employee is hired and invited to introduce himself/herself and explain any matter of interest to any such new employee or employees. This meeting will be limited to no more than thirty (30) minutes.

ARTICLE 3 - STRIKES AND LOCKOUTS

During the term of this agreement the Union agrees that there shall be no strikes and the Company agrees that there shall be no lockouts.

ARTICLE 4 - MANAGERIAL RIGHTS

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

ARTICLE 5 - REPRESENTATION

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

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

ARTICLE 6 - SENIORITY

- 6.01 (a) Seniority shall be defined as the length of continuous service with the Company as a member of the Union within the Bargaining Unit covered by this Agreement.
- (b) For a part-time employee seniority means the period of time an employee has been employed by the Company in any classification covered by this Agreement. Seniority shall be maintained and accumulated on the basis of hours paid.
- (c) No part-time employee shall accumulate more seniority hours than the maximum number of regular hours worked in a year by a full-time employee in that classification or in the event that no corresponding full-time position exists, the most common number of hours worked by full-time employees in that department.
- 6.02 In the event that the Company - either in whole or in part - changes its name, is privatized, merged, annexed, amalgamated, united or otherwise joined with one or more municipalities, utilities or corporations, all employees will be credited with full service recognition and shall enjoy all seniority rights conferred therein.
- 6.03 Seniority shall prevail in making promotions, transfers, awarding job postings, layoffs and recall following layoff; provided that qualifications and ability of the employee(s) are satisfactory.
- 6.04 (a) Any person employed outside the Bargaining Unit, who is subsequently hired into a Bargaining Unit position shall be recognized as a new employee and as such, begin to accumulate seniority upon appointment to the Bargaining Unit position.

- (b) Any employee who chooses to leave the Bargaining Unit for any reason for a period exceeding twelve (12) calendar months, may be returned to the Bargaining Unit, provided the Company agrees to their return, but will lose his/her seniority in the Bargaining Unit for the purposes of layoff, recall, job postings, promotions and/or transfers. If the employee chooses to return to the Bargaining Unit, provided the Company agrees to their return, within the twelve (12) month period, he/she will retain their attained seniority as at the original date of transfer provided they have secured a withdrawal card from the Union. **The twelve (12) calendar month provision would not apply to employees returning from covering a pregnancy and or parental leave. As of the date of ratification of this agreement (July 23, 2013), this clause will be applied as written**

- 6.05 Any employee who is injured or ill shall, upon recovery, be entitled to return to their former position without a loss of any seniority rights - provided that they are able to satisfy the requisite qualifications of their former position.
- 6.06 Any employee within the Bargaining Unit will lose their seniority and cease to be an employee only if he/she:
- i. Resigns voluntarily
 - ii. Retires
 - iii. Is discharged for just cause and the discharge is not reversed through the grievance procedure
 - iv. Fails to return to work within the terms of the recall after layoff clause
 - v. Exceeds a granted leave of absence (unless they provide a reasonable explanation to the Company) or uses the leave of absence for reasons other than originally intended
 - vi. Is laid off for a period of thirty-six (36) consecutive months or their length of service whichever is lesser
- 6.07 When an employee has been laid off and has returned to work under the provisions of the recall clause in this Agreement, their seniority shall be determined in accordance with this Article but shall not include any time on lay off.
- 6.08 The seniority list shall be published and posted on the Union bulletin boards four (4) times per year. The effective dates shall be January 1, April 1, July 1 and October 1 of each year. Any event or situation arising that causes the utilization of the seniority list shall result in the use of the seniority list in effect on the day the Union is notified of such event or situation unless otherwise

mutually agreed. In the event of identical seniority dates for a full-time and a part-time employee, the full-time employee shall be deemed to have seniority.

ARTICLE 7 - EMPLOYEE CATEGORIES

- 7.01 Probationary Employee - any employee hired into a position covered by this Collective Agreement, shall be considered probationary during their first ninety (90) working days. During this period of probation, the employee shall not be considered as having regular employment status and, as such, will not be afforded the rights, privileges and/or entitlements defined by this Agreement. The Company may dismiss a probationary employee for any reason, provided it does not act in bad faith and this shall constitute a lesser standard. Upon successful completion of the probationary period, an employee shall be recognized as a Regular Employee and the seniority of said employee will date back to the day on which employment first began. Any employee working continuously for a period in excess of ninety (90) working days, shall be required to make application for membership in the Union (except as otherwise noted in Articles 7.04 & Article 7.05).

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

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

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

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

their mutual satisfaction, such issue may be referred to the grievance procedure.

- 7.04 Temporary/Casual Employees - Temporary/Casual employees are hired for a limited (and well defined) period for positions in the Bargaining Unit for which no qualified Bargaining Unit members have applied.
- (a) In situations where temporary employees are hired for the express purpose of replacing an absent employee, their term of employment shall be limited to the period of the absence in addition to required familiarization period(s).
 - (b) In situations where temporary employees are hired to address projects, their term of employment shall be limited by the duration of the project. (A project shall be defined as the creation, alteration or implementation of processes, procedures or systems required by the Company wherein such work is expected to continue for a set period of time).
 - (c) In situations where temporary employees are hired to address workload volumes, their term of employment shall not exceed six (6) months. Regular employees normally performing the work in question shall be offered an opportunity to work overtime prior to Temporary/Casual employees being hired.
 - (d) Exceptions to these restrictions will be discussed between the Parties and subject to written mutual agreement. Persons so employed shall have no seniority, nor shall they be afforded any other rights or benefits prescribed by this Agreement. These employees shall not be considered probationary nor will they be required to become members of the Union.
- 7.05 Students - the Employer may hire students during vacation periods and/or on cooperative work programs, however, the term of their employment shall not exceed ninety (90) working days in any calendar year (unless otherwise agreed in writing between the Parties).
- 7.06 The use of part-time, temporary, seasonal, casual help and/or students shall not directly or indirectly cause a full time employee to be discharged, temporarily or permanently laid off, transferred to a lower paying classification, have their hours of work or rate of pay reduced or have their promotional opportunities impeded.
- 7.07 New employees hired into skilled or semi-skilled classifications as fully qualified, shall receive, upon commencing employment, not less than ninety-five per cent (95%) of the classification rate for their probationary period and the full classification rate thereafter.

ARTICLE 8 - JOB POSTING FOR CLASSIFICATION VACANCIES

8.01 Regular Job Posting

- (a) The Company shall notify the Area Representative of the Union in writing of any vacancy occurring within the classifications listed in this Agreement. Notice of the vacancy shall be posted for a minimum of five (5) working days and such posting is to extend to Tuesday of the next following week.
- (b) Applications will be accepted only on forms provided by the Company. The notice shall contain the following:
 - (i) description of the position
 - (ii) qualifications, required knowledge and education
 - (iii) duties, hours of work and hourly wage rate
 - (iv) date of issue and closing
 - (v) direction as to how applications will be received.
- (c) It shall be optional for the Company to consider applications from Apprentices or from employees who have served less than **two (2) years** in their respective trade as a **journeyperson**. It shall likewise be optional for the Company to consider applicants for semi-skilled classifications from employees in other semi-skilled positions who are Apprentices or have served less than six (6) months as fully qualified. It is understood that the Company may refuse to consider the application of an employee (for a job vacancy in a classification at the same or lesser skill level as their current position), who has already posted (and transferred) into another position (of the same or lesser skill level) and has been in that position for a period of less than nine (9) months. However, should the advertised vacancy be in a classification at a higher rate of pay than their current position, the terms defined herein shall not be applicable (in order to ensure that upward mobility is not impaired). Management may likewise refuse to consider the application (for a vacancy in a temporary position) of anyone who is currently filling a vacancy on a temporary basis. Applications may be accepted from employees who have not completed their probationary period and who have not been placed on the regular staff.
- (d) This job posting procedure shall apply only to the filling of the initial opening and the opening created by the move of the successful applicant.

- (e) The Company shall notify the Union in writing of the names of the applicants and the accepted applicant, if any, before the appointment is awarded. Notice of accepted applicant to be posted on the bulletin board within a reasonable time.
- (f) If the Union wishes to discuss the applicants, it shall notify Management within two (2) working days of the receipt of the above notice.
- (g) Any employee who is on scheduled vacation (not exceeding three (3) weeks) when a vacancy is posted shall be entitled to make application for such vacancy within two (2) working days after their return from such vacation.
- (h) Where the academic requirements for the posted vacancy is secondary or post secondary school, applications will be considered from the employees who do not meet the academic qualifications provided the employee proves they can attain the posted educational qualification within nine (9) months of date of transfer. This time limit may be extended where courses are not immediately available or in extenuating circumstances.
- (i) Employees assigned to classifications that require serving an Apprenticeship will have a probation period of thirty (30) days worked wherein they may elect to revert to their former classification but nothing in this clause will prevent their re-assignment to their former classification with respect to a skilled employee within ninety (90) days worked and with respect to a semi-skilled employee within forty-five (45) days worked, if in the opinion of Management personnel, they are unlikely to perform their new duties acceptably.

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

- (j) Employees assigned to classifications which are not identified in (i) above will have a probation period of twenty (20) days worked wherein they may elect to revert to their former position but nothing in this clause will prevent their re-assignment to their former classification if in the opinion of management personnel, they are unlikely to perform their new duties acceptably.
- (k) Should manpower projections or requirements change, or if the initial successful applicant for a posted position fails to remain in the position for thirty (30) working days for whatever reason, management may forego reposting of the position and accept the next qualified senior applicant or failing any such applicant, a new employee may be hired.
- (l) In the event that the successful applicant for a posted position is not transferred to the posted position within four (4) weeks of acceptance by the applicant to the position, then the applicant will receive the applicable rate of the posted position or the rate of the current position whichever is greater. In determining the four (4) week period, leaves of absence, vacation, sick leave and lost time due to compensable injury will be excluded from the calculation of the four (4) week time period. The length of any Apprenticeship or probation will continue to be based on the actual date of transfer and will not be affected by a pay rate change implemented under this clause.

8.02 Temporary Job Posting

- (a) When a temporary vacancy occurs in the classifications covered by this Agreement, such vacancy shall be posted on the Bulletin Boards not later than three (3) weeks from the start of said vacancy, except where said vacancy is predetermined to be longer than three (3) weeks in which case, it shall be posted immediately, and the Area Representative of the Union shall be notified in writing provided it is necessary to have a replacement for the absent person. The vacancy will be filled within four (4) weeks of the posting until the absent employee resumes their duties or until it becomes apparent that they will not be able to resume them. Management may refuse to consider the application (for a vacancy in a temporary position) from anyone who is currently filling a vacancy on a temporary basis.
- (b) **It is understood that temporary vacancies that are not known to exceed thirty (30) working days shall not be subject to a posting above and the company may transfer a qualified employee using a temporary transfer. Temporary transfers shall not exceed thirty (30) working days without the written consent of the Union.**
- (c) **When a need for a temporary transfer arises in a Bargaining Unit position that carries a leadership role, the opportunity to fill the**

temporary transfer shall be offered to the most senior qualified employee in the department.

- 8.03** In the event that a **regular or temporary** vacancy is not filled, or it is filled for reasons other than seniority, the Union will be given an explanation in writing.
- 8.04** The Company agrees to give employees an opportunity to express their interest in project work (as defined in Article **7.04 (b)**), when available, while the Union recognizes that the selection of employees for projects is based solely on management discretion. The Company further agrees to notify the Union of projects, their scope and expected duration when they involve Bargaining Unit members.
- 8.05** Notwithstanding **Article 8.02**, when temporary relief is required for a full-time employee in the classification of Customer Service Representative who is off on sick leave, W.S.I.B., pregnancy/parental leave or personal leave, the position will first be offered to the senior qualified union part-time employee.

8.06 Applicable Wage Rates on Regular or Temporary Job Postings

(a) Posting from a skilled classification to a skilled classification:

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

(b) Posting from a skilled classification to a semi-skilled classification:

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

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

Such employees **posting** to a skilled classification shall be deemed to be Apprentices.

(d) Posting from a semi-skilled to a semi-skilled classification:

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

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

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

- (f) Credits may be granted for previous training or experience at the beginning of the Apprenticeship.(**see J.A.T.C. Terms and Conditions**).

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

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

Employees posting to a lower rated classification that does not require an Apprenticeship shall receive the highest applicable rate of the classification that is less than their current rate of pay.

ARTICLE 9 - TRANSFERS

9.01 TEMPORARY TRANSFERS (Less than thirty (30) days)

- (a) Employees temporarily transferred to a Bargaining Unit classification carrying a higher wage rate shall be paid at a higher rate, provided however, such transfer is for one (1) full day or more. The rate of pay shall be at the same percentage of job rate that the employee holds in their regular position.
- (b) In the event of an employee being temporarily transferred to a classification with a lower wage rate, they shall continue to be paid at their regular rate.

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

9.02 SURPLUS TRANSFER

- (a) Should an employee's job be declared surplus, the Company will make every effort to place such employees in a classification carrying a comparative wage rate. If this cannot be done, such employee, will be red circled at the former classification wage rate or subject to possession of necessary skills, ability and seniority, shall be entitled to exercise bumping privileges **as per Article 13**.
- (b) An employee who exercises bumping privileges into a lower paid classification will receive the wage rate of that classification.

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

ARTICLE 10 - TEMPORARY SUBSTITUTION

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

ARTICLE 11 - APPRENTICE

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

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

1 st year	-	80%	3 rd year	-	90%
2 nd year	-	85%	4 th year	-	95%

Thereafter 100% of the classification rate

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

1st six months 70% of the classification rate

2nd six months 75%

3rd six months 80%

4th six months 85%

3rd year 90%

4th year 95%

Thereafter 100% of the classification rate

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

1st six months - 90% of job rate

2nd six months- 95% of job rate

AND

Thereafter - the full classification rate

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

1st six months - 90%

2nd six months - 92.5%

3rd six months - 95%

4th six months - 97.5%

Thereafter - 100%

11.06 Training credits may be granted to an Apprentice for previous training or experience in the work of the classification to which they are assigned for training at the beginning of the Apprenticeship. **(see J.A.T.C. Terms and Conditions).**

11.07 The Union and the Company agree to continue and maintain a Joint Apprenticeship Training Committee (J.A.T.C.). The Company agrees to keep available to all employees upon their request the prerequisite qualifications for all Bargaining Unit positions. When the Company determines that these qualifications must change, the J.A.T.C. shall be notified. A plan will be jointly developed by the J.A.T.C. to notify all employees of the change and provide a reasonable opportunity for employees to obtain the new qualifications.

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

ARTICLE 12 - TRAINING

12.01 For all positions not attached to an apprenticeship, where the employee has been absent due to illness, leave of absence or through injury covered by the

Workplace Safety and Insurance Act they shall be required, before they are moved to the next step in the progression, to make up all such time lost, less a credit equivalent to their Annual Sick Leave Allowance. This would be a maximum of eighteen (18) working days in any one (1) year. **Effective September 1, 2013, the maximum will be changed to ten (10) working days in any one (1) year.** Should the time thus lost exceed the allowances defined, such allowances would be forfeited and the employee would be required to serve all time lost before advancing to the next level of progression.

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

ARTICLE 13 - LAY OFF & RECALL

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

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

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

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

- (d) A laid off employee who bumps or is recalled into another position shall have the opportunity (prior to the vacancy being posted pursuant to Article 8) to be re-instated to their original classification if a vacancy becomes available within twelve (12) months of the displacement.
- 13.03 Early Retirement Incentives (ERI) - In order to minimize the potential for lay offs should a reduction in the workforce be contemplated by the Employer prior to issuing any layoff notice(s), the Employer will first offer an ERI to a sufficient number of employees who are eligible for early retirement under OMERS within the classification(s) affected. Such offers will be made to all eligible employees in the affected classification(s) and awarded on the basis of seniority to the extent that the maximum number of employees within the classification(s) who would otherwise have received lay off notices. Any employee accepting an early retirement incentive shall receive (following completion of their last day of work) a retirement allowance equal to two (2) weeks normal gross weekly earnings for each year of continuous service plus a pro rated amount for any additional partial year of service to a maximum of twenty six (26) weeks normal gross weekly earnings.
- 13.04 Voluntary Exit Program (VEP) - In the event that a permanent/indefinite staff reduction does occur (for any reason whatsoever), any employee(s) removed from the active payroll who has a minimum of five (5) years seniority shall receive a Voluntary Exit Allowance in accordance with the following:
1. Any and all employees so affected shall be given an opportunity to accept a voluntary exit package or retain their rights to recall in accordance with the terms defined by the Collective Agreement. An employee will only be entitled to choose one of these options.
 2. Any employee who accepts a Voluntary Exit package will receive (following the completion of their last day of work) an allowance equivalent to two (2) weeks normal gross weekly earnings for each year of service plus a prorated amount of any additional year of employment to a maximum of twenty six (26) weeks normal gross weekly earnings.
 3. As part of their retraining program, any employee accepting a Voluntary Exit package will, on production of receipts from an approved educational program, also be entitled to reimbursement for tuition fees (in accordance with the Company's tuition refund program) - for a period of twelve (12) months following the effective date of their layoff.
 4. Upon acceptance of the allowances defined herein, the employment relationship between the employee and the Employer shall terminate.
- 13.05 Technological change shall mean "the introduction of equipment or material of a different nature or kind from that previously used by the Company, together

- with a change in the manner in which the Company carries on its operations that is directly related to the introduction of that equipment or material".
- 13.06 Where new or different skills are required than are already possessed by the affected employees as a result of a technological change, such employees shall, at the expense of the Company, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which they may acquire the necessary skills required.
- 13.07 An Employee who becomes redundant or is displaced from their job as a result of technological change shall have an opportunity to fill any vacancy for which they have seniority and which they are able to perform, and if there is no vacancy, shall have the right to displace employees with less seniority provided they are able to perform the job of the employee to be so displaced.
- 13.08 No member of the Bargaining Unit shall be dismissed, indefinitely and/or temporarily laid off or have their normal hours of work or rate of pay reduced, or transferred prior to being given an opportunity to displace another employee with less seniority due to technological changes in procedures.

ARTICLE 14 - DISCIPLINARY ACTION/SUSPENSION

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

- 14.04 Letters pertaining to ability and attendance will not be considered to be letters of reprimand and will remain indefinitely in the personnel file.

ARTICLE 15 - GRIEVANCE PROCEDURES

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

- i. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.**
- ii. An employee shall have the right to be accompanied by a representative of the Union at any and all times during the grievance procedure.**
- iii. No grievance shall be considered unless the employee first presents the matter verbally to their immediate supervisor in an attempt to resolve the issue of dispute.**
- iv. Where a grievance arises as a result of a termination, the Union may present such grievance on behalf of the employee directly to Step 4 of the grievance procedure.**
- v. The time limits defined herein may be extended upon (written) mutual agreement between the Parties.**
- vi. Grievances arising under this agreement shall be adjusted and settled as follows:**

STEP 1:

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

STEP 2:

The aggrieved employee or group of employees then may submit their grievance in writing to their immediate Supervisor and may have the assistance of a representative of the Union. The written grievance shall specify the matter complained of, the parts of the agreement alleged to be violated and, in the event of a satisfactory settlement not being

reached, the Supervisor shall deal with the grievance and give their answer (in writing) to the Union within five (5) working days after the day upon which they received the grievance.

STEP 3:

If the decision of the Supervisor is not satisfactory to the Union, the matter may be referred in writing to the Manager/Director or designate within five (5) working days. The Manager/Director shall, within five (5) working days following the day upon which they received the grievance, meet with the Union in an effort to satisfactorily resolve the issues in dispute and give their written response to the grievance.

STEP 4:

If the decision of the Manager/Director or designate is not satisfactory to the Union, and/or the grievance is related to a termination of employment, the matter may be referred to the Vice-President or designate within five (5) working days. That Vice-President or designate shall, within five (5) working days following the day upon which they received the grievance, meet with the Union in an effort to satisfactorily resolve the issues in dispute and give their written response to the grievance.

STEP 5:

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

15.02 Notwithstanding the foregoing provisions of the Article, the Parties hereto may, in substitution for the above procedures, agree in writing to appoint one (1) arbitrator satisfactory to both Parties. In such a case, this sole arbitration shall have the same jurisdiction, power and authority as has been given to the Arbitration Board by the foregoing terms.

15.03 Either party may file a Policy Grievance by issuing notice to the other party in writing within five (5) working days of learning of the occurrence giving rise to said grievance outlining the cause and redress sought. Any such grievance will be filed directly with the Vice-President or designate and settled within five (5) working days thereafter. Should satisfactory settlement not be made, the dissatisfied party may seek resolution through arbitration within the ten (10) subsequent working days. Union Policy Grievances may not be substituted for individual grievances.

- 15.04 Should the grievor fail to process the grievance within the times specified, the grievance shall thereupon become null and void and if the Company should fail to process the grievance within the times herein specified, the griever and/or the Union may forthwith apply for arbitration.
- 15.05 The jurisdiction of the Board of Arbitration shall be limited to the settlement of all differences between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitral. All decisions shall be final and binding in the manner prescribed by the Labour Relations Act. Each party shall bear the expense of its nominee to the Arbitration Board and shall equally share the expenses of the Chair.
- 15.06 Any employee discharged, disciplined or penalized for any alleged violation of Company rules shall have the right to lodge a grievance in the manner and to the extent herein provided. The Company may dismiss a probationary employee for any reason provided it does not act in bad faith and this shall constitute a lesser standard for purposes of the Labour Relations Act.

ARTICLE 16 - WORKING HOURS

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

Customer Service Representatives: Part-time

- (a) The regularly scheduled hours of work shall be no more than twenty-four (24) per week Monday to Friday inclusive.

- (b) The Employer agrees that, except by mutual agreement, work schedules will provide for a period of at least twelve (12) hours between scheduled shifts.
 - (c) It is agreed that the Employer will post work schedules for part-time employees two (2) weeks in advance.
 - (d) It is further agreed that the above provisions will be in effect save and except for staffing shortages beyond the Employer's control.
 - (e) If a part-time employee is given less than twenty-four (24) hours notice of a change in his/her schedule, or hours of work (except as a result of any other employee's absence), he/she shall be paid two times (2x's) their regular hourly rate for all hours worked on the changed shift unless the change is by mutual consent. This clause has no application to Article 19.02.
 - (f) Whenever practicable, extra hours available for part-time staff will be offered on as equitable a basis as possible. This clause will not be construed to mean equalization of extra hours.
- 16.03 It is agreed that the schedules in effect on January 1, 2002, shall remain in effect for all employees. In the event that the Company chooses to change these schedules, the Union shall be given a minimum thirty (30) working days notice and well-defined valid business reasons for the change.

ARTICLE 17 - TIME ALLOWANCE FOR CLEAN UP AND REST PERIOD

- 17.01 Operational employees shall be granted ten (10) minutes clean-up time before meal break and before quitting time. Clean-up time will not be granted when an employee is on training or modified duties.
- 17.02 Operational employees shall be granted ten (10) minutes between start time and meal break and ten (10) minutes between meal break and quitting time for the purpose of a rest period.
- 17.03 Office/Clerical and Technical Employees shall be granted fifteen (15) minutes between start time and meal break and fifteen (15) minutes between meal break and quitting time for the purpose of a rest period.
- 17.04
- a) Part-time: Employees working a seven (7) hour shift shall be granted fifteen (15) minutes between start time and meal break and fifteen (15) minutes between meal break and quitting time for the purpose of a rest break.
 - b) Employees working other than a seven (7) hour shift shall be granted fifteen (15) minutes after each four (4) hours of work for the purpose of

a rest break provided the employee is scheduled to work more than 4 hours.

ARTICLE 18 - SHIFT PREMIUM

- 18.01 All shift workers shall be paid a premium of **one dollar and twenty-five cents (\$1.25)** per hour for all hours worked between the hours of 4:00 p.m. and midnight and **one dollar and thirty-five cents (\$1.35)** per hour for all hours worked between the hours of 12 midnight and 8:00 a.m. provided the time worked in these periods exceeds one (1) hour. These premiums shall also apply to any employee whose normally scheduled shift commences at twelve (12) noon or later, or ends at twelve (12) noon or earlier.
- 18.02 Employees who work normally scheduled shifts on Saturday or Sunday shall receive a weekend shift premium of **two dollars and twenty cents (\$2.20)** for all hours worked on Saturdays and Sundays in addition to the shift premium under clause 18.01 hereof, if any.
- 18.03 Shift premiums under clauses 18.01 and 18.02 hereof shall not be payable if overtime rates are in effect.

ARTICLE 19 - OVERTIME

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

Customer Service Representatives: Part Time

- (a) The Employer shall pay time two times (2x's) the standard hourly rate of pay for all hours worked in excess of eight (8) hours in any one day.

The Employer shall also pay time two times (2x's) the standard hourly rate of pay for all approved time worked in excess of forty (40) hours in any work week.

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

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

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

- 19.03 If an employee works more than **three (3) hours** in the eight (8) hour period immediately preceding the commencement of their regularly scheduled shift, they shall be allowed time off with pay at their regular rate, equivalent to two (2) times the time worked in excess of **three (3) hours** in the said eight (8) hour period before reporting for work on their scheduled shift, save and except when the employee is prescheduled to fill a vacancy on the shift immediately prior to their regularly scheduled shift. Should the allowed time off be two (2) hours or less the employee shall have the option of taking the time at the beginning or prior to the end of that shift. Should the allowed time-off exceed two (2) hours, the employee must take the time off prior to the beginning of that shift.

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

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

ARTICLE 20 - CALL OUT

- 20.01 Employees who are called out to meet emergent conditions shall be paid a minimum of four (4) hours at regular rate, provided such working time is not contiguous to the normal hours of work.
- 20.02 (a) Employees provided with pagers to respond to after hours calls shall be paid a Stand-By allowance that is the same as the shift and weekend premiums outlined in Article 18.
- (b) Employees assigned to Stand-By may make mutual changes to their Stand-By schedule provided they notify their supervisor in advance of the change.
- (c) Work performed as a result of a call while on Stand-By shall be compensated as follows:
- (i) Work which is performed from home will attract double time pay with a minimum fifteen (15) minutes from the time of call to a maximum of one-half (½) hour in a twelve (12) hour period.
- (ii) Work which is required to be performed from the office will attract double time pay with a minimum of two (2) hours from the time of the call.
- 20.03 **In the event of a call out, overtime pay shall be continuous from the time the employee accepts the call out to the time when the employee completes the assigned overtime work, or his/her regularly scheduled work commences (whichever comes first), provided the employee reports for the call out within sixty (60) minutes of the call.**

In the event an employee contacted for call out is unavailable to report for the call out within sixty (60) minutes of the call the Employer may at its sole discretion, elect to contact the next employee (or employees) on the list to perform the work.

ARTICLE 21 - MEAL ALLOWANCES

- 21.01 The Company shall pay a meal allowance of **twelve dollars (\$12.00)** through payroll in a non-taxable manner, after an employee has completed two (2) hours but less than three (3) hours overtime work contiguous to prescheduled hours. (It is understood that in the case of overtime prescheduled shall be defined as a minimum of one (1) day's notice). The time required to consume such food shall not be considered part of the overtime period.
- 21.02 If the overtime work of an employee exceeds three (3) hours, the employee shall be allowed one-half (½) hour to consume such food and such time shall be considered part of the overtime worked; and thereafter a meal allowance

of **twelve dollars (\$12.00)** shall be granted for each completed four (4) hours of overtime on the same basis.

- 21.03 In the case of call-out overtime the Company shall pay a meal allowance as in Article 21.01 and 21.02 when an employee has started and completed four (4) hours overtime work and every four (4) hours thereafter.
- 21.04 If a shift employee who is called out to replace an employee is not given at least two (2) hours notice to report for work under this clause, the employee called out shall receive a meal allowance.

ARTICLE 22 - ABSENCE FROM DUTY

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

ARTICLE 23 - LEAVE OF ABSENCE WITHOUT PAY

- 23.01 Employees may be granted a leave of absence for personal reasons provided they do not engage in gainful employment (except for the IBEW) and subject to the following conditions:
- (a) The Company shall pay its normal share of fringe benefits, "Life Insurance and Group Health Insurance Plans", for an employee for periods of granted leave of absence for ten (10) days only in any calendar year.
 - (b) The employee shall pay the total normal cost of fringe benefits noted above for periods of granted leave of absence in excess of ten (10) days in any calendar year. The costs of these shall be calculated and recovered in January of each year (for the preceding year) when the leaves taken have been in blocks of less than ten (10) days. The costs shall be prepaid by the employee prior to the first business day of each month of the leave when the leave is taken in blocks of ten (10) days or more. Such recovery shall not exceed ten percent (10%) of gross pay without the consent of the employee.
 - (c) Employees may (at the discretion of Management) be granted a leave of absence without pay before their vacation time and/or lieu day privileges have been exhausted, provided that such time has been scheduled (and approved).
- 23.02 (a) Union Leave – The Company shall grant those elected Representatives of the Union who so require, leaves of absence to attend to Union Business. The Union will provide the Company with at least two weeks advance written notification of any scheduled

meetings. In such circumstances, those in attendance will continue to be paid their full normal wages by the Company during such proceedings. Accordingly, for those days spent on Union business, the Union will be billed for the wages of the members acting in this capacity – at their regular hourly rate with no additional burden assessed.

- (b) The prohibition on gainful employment noted in Article 23.01 above does not apply to employees working for the IBEW in a capacity not directly related to the nature of the work they perform for the Company. This clause shall not be interpreted to override management's exclusive discretion to approve or deny leave requests based upon the exigencies of the business.

ARTICLE 24 – PREGNANCY/PARENTAL LEAVE

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

ARTICLE 25 - BEREAVEMENT LEAVE

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

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

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

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

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

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

ARTICLE 26 - COMPASSIONATE LEAVE

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

ARTICLE 27 - JURY DUTY AND CROWN WITNESS

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

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

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

ARTICLE 28 - VACATIONS

28.01 All vacations shall be taken during the calendar year after which they were earned except vacations unused because of sickness or accident. Vacations unused because of sickness or accident shall be taken in the year of return to

work or, if impractical to schedule, in the following year or paid at the prevailing rate at the end of the qualifying year. If the sick or injured employee should retire, be receiving disability pension benefits or should die, the vacation entitlement of such employee shall be paid, at the regular rate applicable to such employee at the time of retirement or death, to such employee or the estate of such employee.

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

- (a) No vacation shall be granted in the first (1st) calendar year, which shall be the year in which an employee commenced employment.
- (b) In the second (2nd) calendar year an employee who has completed one (1) but less than six (6) months service on the regular staff in the calendar year preceding, shall be granted five (5) days vacation. An employee who has completed more than six (6) months continuous service on the regular staff in the calendar year preceding shall be granted ten (10) vacation days.
- (c) In the third (3rd) calendar year two (2) weeks vacation shall be granted and similarly until the fifth (5th) calendar year.
- (d) In the fifth (5th) calendar year three (3) weeks vacation shall be granted and similarly until the tenth (10th) year.
- (e) In the tenth (10th) calendar year of employment, four (4) weeks vacation shall be granted and similarly until the sixteenth (16th) calendar year.
- (f) In the sixteenth (16th) calendar year one (1) additional day of vacation will be granted with pay and in the seventeenth (17th) calendar year a further additional day and likewise thereafter one (1) additional day for each additional year of continuous employment thereafter to a maximum of five (5) additional days occurring in the twentieth (20th) calendar year.
- (g) In the twenty fifth (25th) calendar year, five (5) additional days pay at the employees' regular hourly rate shall be granted; payment of these days shall be included in the first pay in December each year or in lieu of payment, the employee may elect to take these days as part of their regular vacation provided they make such application by June 1 and any such entitlement shall not be pro rated in the year of retirement.
- (h) Part-Time Employees: All part-time employees will be entitled to vacation with pay in accordance with the entitlements outlined herein

but such time will be pro-rated based on the ratio of straight-time hours **paid** as compared to full-time hours as outlined in Article 28.01.

- 28.02 No employee shall take more than two (2) weeks vacation between the third (3rd) Monday in June and the first (1st) Friday in September in any year except with the approval of Management.
- 28.03 In order to meet the problems occasioned by longer vacations, Management may, in its discretion, direct that the vacation of any employee or group of employees be taken at such time as will permit efficient operations, providing however, that employees shall be allowed at least two (2) weeks of their vacation between the Third (3rd) Monday in June and the First (1st) Friday in September.
- 28.04 Employees leaving the employ of the Company for any reason except discharge will be paid for their accrued vacation earned and unused for which they have not been paid.
- 28.05 Discharged employees will be paid such percentage of wages earned in their last calendar year as required by relevant statutes in lieu of vacation allowance.
- 28.06 In determining vacation priority up to February 15th of each calendar year, employees will be allowed to submit their requests for vacation which shall be approved on a seniority basis, understanding that a full weeks vacation takes precedence over a days vacation, a days vacation takes precedence over a half days vacation and vacation takes precedence over lieu time. March break and the period that falls between Christmas Day and New Year's Day shall be approved on a rotational basis.
- 28.07 All employees will be allowed to transfer up to five (5) days vacation to the following year upon written notice to the Employer.
- 28.08 Employees may be allowed to take one-half (½) day vacations upon providing Management with twenty-four (24) hours written notice.
- 28.09 Vacation credits may be carried over to the next year for pregnancy and parental leave provided such vacation is taken continuous to the leave.
- 28.10 Employees absent from the active payroll will have their vacation entitlement for the next calendar year pro-rated for periods in excess of the periods defined herein:
- (a) for greater than four (4) consecutive weeks in the case of an approved L.O.A. or after the elimination period *for a* claim under the L.T.D. Plan.
 - (b) for greater than thirty seven (37) consecutive weeks in the case of parental leave; or

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

28.11 Should an employee's vacation be cancelled or postponed (after such vacation has been requested and subsequently approved by the Company), the Company agrees to provide full reimbursement for any deposits, cancellation fees or other similar expenses incurred by the employee as a result of such action (upon production of receipts).

ARTICLE 29 - SICK LEAVE

29.01 For absence due to bona fide illness, employees shall be granted sick leave on the basis on one and one-half (1½) days at normal rate of pay for each full calendar month of employment on the active payroll.

- (a) Part-time employees shall be granted sick leave on the basis of one and one-half days at a normal rate of pay for each full calendar month of employment on the active payroll (on a pro-rated basis) based on the ratio of straight-time hours worked as compared to full-time hours on a monthly basis as outlined in Article 29.02.

29.02 New employees shall earn sick leave credits (retroactive to their original date of hire) upon the successful completion of their probationary period. Such credits shall be used for absence due to bona fide illness and entitlement shall accrue in accordance with the following schedule:

Upon employment - one and one-half (1½) days at their normal rate of pay for each calendar month of employment on the active payroll (to a maximum of nine (9) days in the first year of employment).

In the second (2nd) year of employment - one and one-half (1½) days at their normal rate of pay for each calendar month of employment on the active payroll (to a maximum of twelve (12) days).

In the third (3rd) year of employment - one and one-half (1½) days at their normal rate of pay for each calendar month of employment on the active payroll (to a maximum of fifteen (15) days)

In the fourth (4th) year of employment (and each subsequent year thereafter) - one and one-half (1½) days at their normal rate of pay for each calendar month of employment on the active payroll (to a maximum of eighteen (18) days per year).

Effective September 1, 2013 amend 29.01 & 29.02 as follows;

29.01 For absence due to bona fide illness, employees shall be granted sick leave on the basis **0.834 days** at normal rate of pay for each full calendar month of employment on the active payroll.

- (a) Part-time employees shall be granted sick leave on the basis of **0.834** days at a normal rate of pay for each full calendar month of employment on the active payroll (on a pro-rated basis) based on the ratio of straight-time hours worked as compared to full-time hours on a monthly basis as outlined in Article 29.02.

29.02 Any employees hired after the date of ratification, shall earn sick leave credits (retroactive to their original date of hire) upon the successful completion of their probationary period. Such credits shall be used for absence due to bona fide illness and entitlement shall accrue in accordance with the following schedule:

In **each** year of employment - **0.834** days at their normal rate of pay for each calendar month of employment on the active payroll (to a maximum of **ten (10)** days).

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

29.04 Leave for sickness will be deducted from the accumulated credits.

29.05 Employees receiving Canada Pension Disability Benefits while also receiving sick leave payments from the Company will have these sick leave payments offset by the amount equal to the Primary Benefit received under CPP Disability Benefits effective April 1, 1994.

29.06 Upon termination of employment employees who have a minimum of two thousand eighty (2080) hours unused sick leave standing to their credit shall receive a sick leave grant equal to the number of hours standing to their credit as of January 1, 1977, up to a maximum of twenty-six (26) weeks at normal rate of pay at termination. Employees who have less than two thousand eighty (2080) hours unused sick leave standing to their credit at termination shall receive fifty per cent (50%) of their unused sick leave standing to their credit as of January 1, 1977 or fifty per cent (50%) of their unused sick leave at termination, whichever is the lesser, subject in all respects to a maximum of twenty-six (26) weeks at normal rate of pay at termination. Sick leave vesting shall not apply to employees hired after January 1, 1977.

29.07 Employees shall arrange for eye examinations and other medical and/or dental appointments outside of working hours. If this is not possible, the employee shall arrange for the appointment(s) at such a time so as to cause the least interruption to the daily work routine. Except with the specific permission of Management personnel, the same shall be scheduled near the end of the workday. In these cases, Management personnel may (at their discretion) grant absence from work (with pay) not exceeding one and one-half (1½) hours. If an employee is absent for such appointments for a period in excess of one and one-half (1½) hours, the full period of absence will be charged to sick leave and the employee shall complete a "Sick Leave Claim" form.

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

29.09 SICK LEAVE CREDITS:

- a) Effective September 1, 2013, annual sick leave credits reduced from eighteen (18) days per year to ten (10) days per year.
- b) Allow employees with sufficient sick leave credits to utilize them so they can bridge to LTD, or longer, at full wages.
- c) To assist those employees who do not have enough sick leave credit days to cover them until LTD. The company will establish a SUB fund to top up sick / disability unemployment benefits to ninety-five percent (95%) of the employee's base wage. Employees may be eligible to receive this benefit if they have exhausted their sick leave credits before the one-hundred and nineteen (119) calendar day waiting period for LTD occurs. The top up is only valid within the first one-hundred and nineteen (119) calendar days from date of commencement of the illness. Such top up would begin after the two (2) week waiting period is fulfilled.
- d) In the event the EI Sick Plan is reduced or eliminated by the Federal Government, the Company will continue the SUB Plan, or an equivalent, notwithstanding any such change.

SUPPLEMENTAL UNEMPLOYMENT SICK BENEFIT PLAN

- 1. All full time employees with seniority covered under the terms and conditions of the Collective Agreement between ENWin Utilities Ltd. and the IBEW Local 636 expiring June 30, 2016 are covered by Supplemental Unemployment Sick Benefit Plan ("the SUB Plan").
- 2. The SUB Plan is to supplement the EI income benefits received by employees for temporary unemployment caused by illness or disability.
- 3. Employees must be in receipt of EI income benefits in order to receive payment under the SUB plan.
- 4. For employees who are in receipt of EI income benefits, the SUB benefit level paid under this plan is set out as follows:

For the period up to seventeen (17) weeks following the onset of continuous illness while an employee is in receipt of EI income benefits, employees shall be paid on the following schedule of pay for such days during such period as they would have been regularly scheduled to work had they not suffered an illness a top up to a maximum of ninety-five percent (95%) of salary taxable.

- 5. In any such period up to seventeen (17) weeks following the onset of continuous illness, the total amount of SUB payments and the weekly rate

of EI income benefits will not exceed ninety-five percent (95%) of the employee's gross weekly earnings.

6. The SUB Plan will be funded by the employer.
7. A separate record of the SUB payments will be kept.
8. The employer will inform Service Canada in writing of any changes to the plan within thirty (30) days of the effective date of change.
9. Employees only have entitlement to SUB payments for supplementation of EI income benefits for the unemployment period as specified in the SUB Plan. SUB payments are not permissible in any other circumstance, or situation.
10. If the employee chooses to purchase the pension service for the O.M.E.R.S. disability elimination period, the company shall make the required contributions as per O.M.E.R.S. rules and regulations.

ARTICLE 30 - PAID HOLIDAYS

- 30.01 (a) Days to be recognized as paid holidays during the year shall be New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day, the day immediately before Christmas Day, Christmas Day, Boxing Day, and the day immediately before New Year's Day or the day which may be observed as the effective paid holiday for any of such days and in addition to the above, any additional holiday which may be proclaimed by the Governor General or Lieutenant - Governor in Council.
- (b) In order to qualify for payment of the Paid Holidays outlined in Article 30.01 (a), employees must be on an approved leave or work both the day before and the day after such Holidays (or those days recognized as the effective Paid Holidays).

For the purposes of clarification in the above paragraph, in order to meet the requirement of being on an approved leave, an employee who is absent due to illness and or disability must have seen a medical practitioner on the day of illness and provide acceptable medical documentation in relation to such absence(s) occurring on either qualifying day. Such documentation must be submitted to the company on the day the employee returns to work.

- (c) Part-time employees shall be entitled to the same proportion of holiday pay as their total time worked over the preceding four (4) weeks bears to full-time employment using a basis for calculation the entitlement of full-time employees.

- (d) If an employee is scheduled to work on a paid holiday and actually works, then he/she shall receive double time for work performed on such holiday in addition to holiday pay as determined by Article 30.01c.
- 30.02 When any of the paid holidays listed falls on a Saturday or a Sunday and should any other day not be observed as the effective paid holiday by statute, a day off in lieu of for non-shift employees will be designated to fall within the previous week or the following week contiguous to the weekend. The designated days, if any, will be posted by January 15th in each year.
- 30.03 When a paid holiday or the day which may be observed as the effective paid holiday falls within the vacation of the non-shift employee, such paid holiday shall not be counted as vacation but shall be allowed to the employee at a time satisfactory to Management.
- 30.04 For each of the paid holidays or those days observed as the effective paid holiday all shift employees who work such paid holiday shall either: (a) Receive a days pay of eight (8) hours at the regular hourly rate and, in addition, receive payment for the hours worked at a rate two (2) times the regular hourly wage or (b) Take a lieu day of eight (8) hours off with pay (at the regular hourly rate) at a time mutually agreed upon by the employee and management and, in addition receive payment for those hours worked at a rate two (2) times the regular hourly rate. Should a mutually agreed upon time for use of lieu time not be achieved, by March 31 of the following year, then payment for such hours will be made.
- 30.05 It is agreed that when a holiday or those days observed as the effective paid holiday falls upon the normally scheduled day off of a shift employee, said employee shall either:
 - (a) Receive an additional eight (8) hours pay at the normal hourly rate or
 - (b) Take a lieu day of eight (8) hours off with pay at the regular hourly rate at a time mutually agreed upon by the employee and management.

ARTICLE 31 - DURATION OF CONTRIBUTIONS WHEN ABSENT

- 31.01 In the case of absence due to illness or accident, other than compensable accident, the Company shall continue to pay its contributions to the Plans referred to in Article 34 for as long as the employee is in receipt of sick leave grants under Article 29.
- 31.02 The Company will cease its contributions to the Plans referred to in Article 34 while an employee is suspended.
- 31.03 The Company will continue benefits as referred to in Article 34.01 for laid off employees until the employee gains other full time employment or for a period

not exceeding one (1) year whichever is less provided that such employee has five (5) years service with the Company.

ARTICLE 32 - WORKPLACE SAFETY & INSURANCE

- 32.01 Where an employee is unable to work due to a work related injury and such employee makes a claim for loss of earnings benefits to the WSIB, the employee will be paid his or her regular wages through the employee's sick leave bank until the WSIB makes its initial decision to either approve or deny the claim. To qualify for such payment, the employee must have a positive sick leave bank on the date of injury. For new employees, with less than two (2) years of service on the date of injury, the Company agrees in advance up to ten (10) days (eighty hours) of sick leave should their sick leave balance be insufficient to cover the period between the date of injury and the WSIB initial decision. Payment will cease in the event that the employee's sick leave bank is exhausted prior to the WSIB's initial claim decision. Payment will only continue after the WSIB's initial decision when the employee is actively participating in a modified safe and early return to work program.
- 32.02 Where an employee receives payment under Article 32.01 and the WSIB's initial claim decision is to approve the claim for loss of earnings benefit, the employee's sick leave bank will be reimbursed for the number of sick leave days used while the employee was off work due to such injury until the WSIB makes its initial claim decision. Once WSIB approves the employee's claim for loss of earnings benefits, payment under Article 32.01 will cease and the employee will receive loss of earnings benefits from the WSIB.
- 32.03 Where an employee receives payment under Article 32.01 and the WSIB's initial claim decision is to deny the employee's claim on the basis that the injury or illness is not work related, the employee's sick leave bank will not be reimbursed for the number of sick leave days used while the employee was off work. If the decision of WSIB is to approve the claim and deny loss of earnings benefits, the employee shall not be allowed to use their sick bank for such injury. In such circumstances any sick time used or advanced under 32.01 shall be repaid through future sick leave credits.
- 32.04 When employees have suffered compensable injury, and after treatment are able to resume their former classification to the satisfaction of Management and when such resumption of duties would not create hazard to the employee or others, they shall receive the rate of the classification even though they may in addition be receiving a clinical disability award, ordered by the Workers' Safety and Insurance Board of Ontario.
- 32.05 When employees who have suffered compensable injury, and who as a result of such injury are unable to resume their former duties, but are required to transfer to a lower paid classification, they shall be paid as follows where a

clinical disability award is ordered by the Workplace Safety and Insurance Board of Ontario:

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

- 32.06 The Company hereby agrees that there shall be no reduction in any employment benefit due to hours absent as a result of sickness and/or injury which has arisen out of, or in the course of, employment; this includes – but is not limited to – seniority, pension credits, vacation entitlement, and healthcare benefits.
- 32.07 In the case of an employee who cannot perform all of his/her normal regular duties because of a disabling injury or illness, the Company will provide accommodation through an early and safe return to work program.
- 32.08 The Company and the Union shall co-operate fully in the elimination and prevention of unsafe working conditions and practices and assist in the prevention of accidents. All employees covered by this agreement shall co-operate in the implementation of health and safety preventative measures.

ARTICLE 33 - PENSION AND INSURANCE

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

agreed that enrolment in such pension plan will be in accordance with the terms and conditions of such Plan.

33.05 The Company shall pay the full premium cost to provide life insurance coverage for all employees under a group policy. Should the Company change carriers during the term of this Agreement, the Union shall be consulted and the employees notified of the change not less than ninety (90) days in advance. The policy will provide coverage equal to at least one and one-half (1½) times the employee's basic annual earnings (to the next highest one thousand (\$1,000) dollars).

33.06 The entire cost of Basic Insurance in Options 1, 2, 3 and 4 and of any retirement insurance will be paid by the Company and the cost of any Additional Term Insurance that is selected will be paid entirely by the employee by way of wage or salary deduction. Until the month in which an employee reaches age **70, retires**, retires on an Early Retirement date or on a Total Disability retirement date, whichever occurs first, they will be insured for an amount equal to whichever of the following options is applicable:

Option	Basic Term Insurance		Additional Term Insurance
1	150% of annual base earnings rounded upward to the nearest \$1,000		NIL
2	175% of annual base earnings rounded upward to the nearest \$1,000	and	25% of annual base earnings rounded upward to the nearest \$1,000
3	175% of annual base earnings rounded upward to the nearest \$1,000	and	75% of annual base earnings rounded upward to the nearest \$1,000
Option	Basic Term Insurance		Additional Term Insurance
4	175% of annual base earnings rounded upward to the nearest \$1,000	and	125% of annual base earnings rounded upward to the nearest \$1,000

- 33.07 The Company shall make life insurance coverage for Spouses and Dependents (i.e. \$10,000 & \$5,000) available, with the full costs of premiums covered by the Employee.

ARTICLE 34 - GROUP HEALTH INSURANCE PLANS

34.01 (a) During the life of this Agreement the Company agrees to pay one hundred percent (100%) of the premium costs for group health benefits listed herein (except as otherwise specifically defined below). In so doing, coverage will be provided for:

- i). Current employees, their spouses and/or eligible dependents (including overage dependents);**
- ii). Current employees who are currently receiving disability benefits (including, but not limited to STD, LTD, OMERS Disability, and/or CPP Disability) including their spouses and / or eligible dependents;**
- iii). Current retirees who have retired as per OMERS Regulations who have a minimum of ten (10) years service (including their spouses and/or their eligible dependents);**

The Plan will include the following:

- I. The Employer Health Tax
- II. Green Shield Supplementary Plan for Semi Private Hospital Care.
- III. Green Shield Apoth-O-Care Drug Plan, (Product Selection) - with diabetic coverage and prescription co-payment of five (5) dollars (\$5.00).
- IV. Green Shield Dental Plan 50, - including Orthodontic coverage (to a lifetime maximum of two thousand, dollars (\$2,000) and one thousand five hundred dollars (\$1,500) maximum for caps, crowns and bridges.
- V. Green Shield Vision Care Plan 7, - providing three hundred (\$300) dollars every twenty four (24) months, which may be applied to laser eye surgery and eye examinations. **In addition one eye examination shall be provided every twenty-four (24) months to a maximum of eighty five dollars (\$85). Effective January 1, 2014 the vision care allowance will increase to three hundred and fifty dollars (\$350) every twenty four (24) months.**
- VI. Green Shield Audio Plan H1, - including Hearing Aids
- VII. Green Shield Extended Health Services Plan, - including Out of Province Travel Assistance (Plan QJ); Nursing Home N6 and

Chiropractic therapy with a maximum coverage of four hundred (\$400) dollars per year.

VIII. Overage Dependent Coverage (paid jointly with the Company paying seventy-five percent (75%) of the premium costs).

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

- i. Green Shield Supplementary Plan for Semi Private Hospital Care.
- ii. Green Shield Apoth-O-Care Drug Plan, (Product Selection) - with diabetic coverage and prescription co-payment of **five (\$5.00) dollars.**
- iii. Green Shield Dental Plan 50, - including Orthodontic coverage (to a lifetime maximum of two thousand dollars (\$2,000) and one thousand five hundred dollars (\$1,500) maximum for caps, crowns and bridges.
- iv. Green Shield Vision Care Plan 7, - providing three hundred (\$300) dollars every twenty four (24) months, which may be applied to laser eye surgery and eye exams. **In addition one eye examination shall be provided every twenty-four (24) months to a maximum of eighty five dollars (\$85). Effective January 1, 2014 the vision care allowance will increase to three hundred and fifty dollars (\$350) every twenty four (24) months.**
- v. Green Shield Audio Plan H1, - including Hearing Aids.
- vi. Green Shield Extended Health Services Plan, - including Out of Province Travel Assistance (Plan QJ); Nursing Home N6 and Chiropractic therapy with a maximum coverage of \$400 per year.
- vii. Overage Dependent Coverage (paid jointly with the part-time employee paying seventy-five percent (75%) of the premium costs (optional).

34.02 With respect to retirees who have retired as per OMERS regulations with a minimum of ten (10) years of service and who are hired on or after the date of ratification of this agreement, July 23, 2013, it is understood that the Company shall provide the group health benefits defined in this Article 34.01 at no cost to the retiree up to their sixty-fifth (65) birthday. After their 65th birthday, such retirees shall have the option of purchasing any or all portions of this benefit package through the Company (at the Company's rate) at their own expense.

If an employee who is hired after the date of ratification retires with at least ten (10) years of service and in accordance with OMERS regulations before the age of 65 and then dies before attaining the age of 65, the surviving spouse and eligible dependents shall continue to receive such benefits until the date the retiree would have turned age 65.

Following the date the retiree would have turned 65, such surviving spouse (including eligible dependents) shall have the option for purchasing any or all portions of the benefits through the Company (at the Company's rate) at their own expense for themselves, and their eligible dependent.

- 34.03 In the event that the lifetime provision of Group Health Benefits for those retirees (who were classified as regular full-time employees **as of July 23, 2013** – with a minimum of ten (10) years service at retirement) is terminated or should the terms and conditions so guaranteed be removed, the Company shall establish health care spending credits in the sum of five hundred thousand dollars (\$500,000) for each so affected employee. Such retirees, their spouse and eligible dependents shall be allowed to choose the benefits they require from the above noted listing and the payment for such benefits shall be made from the above noted credits through the Company (at the Company's rate). Such credits can only be used for the purchase of Group Health Care Benefits through the Company and shall carry no cash value.
- 34.04 The Company agrees to pay 85% of the premium cost of a Long Term disability plan for all employees. The Long Term Disability Plan shall provide for benefits at sixty percent (60%) of the employees base salary after 119 days of absence due to non-compensable illness or injury. Employees shall be allowed to top up benefits received under this plan using their accumulated sick leave credits to achieve the maximum benefit level of eighty-five percent (85%) of their normal gross earnings or elect to defer receipts of LTD benefits by first exhausting all of their accumulated sick leave credits prior to applying for such entitlement (i.e. employee would be able to serve an eligibility period of either their accumulated sick leave or 119 days, whichever is greater). The supplementary payments shall be offset by deducting one quarter (1/4) day from the personal sick bank of the employee for each day of Long Term Disability benefit entitlement and continue until these accumulated credits have been exhausted. In the event that an employee's claim is denied by the carrier, the Company agrees to allow the employee to use accumulated sick leave in their bank until the matter is resolved.
- 34.05 Save in respect of Canada Pension Plan and O.M.E.R.S. it is understood and agreed that probationary employees will not be entitled to any of the benefits set out in Article 33 or Article 34.
- 34.06 In the event of the death of any employee (while on the active payroll), the Company will pay one hundred percent (100%) of the premiums to ensure that spousal and/or dependent Group Health Benefits will continue as outlined in this Agreement (providing coverage at least equal to or greater than that which was effective January 1, 1990) for the employees' surviving family.

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

1. With respect to employees with less than 10 years of service, the Company shall continue to provide Group Health Benefits in accordance with Article 34.01 equal to (1) year of benefit coverage for each year of service up to a maximum of 10 years.
2. That should the spouse receive benefits through any other means such as remarriage, another employer etc., the Company will no longer provide benefits.
3. Dependent benefits cease upon reaching the age of 21.

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

34.08 **The Company may retain the savings available from the Employment Insurance Benefit premium reduction and will continue to utilize the appropriate portion of the refund to purchase specified employee benefits.**

ARTICLE 35 - RETIREMENT

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

ARTICLE 36 - PAY DAYS

Employees covered by this agreement shall be paid every Friday.

ARTICLE 37 - CONTRACTING OUT

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

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

- 37.02 The Employer shall retain the right to enlist the services of contractors, provided that the contracting out of work that can be performed by the employees in the Bargaining Unit does not directly or indirectly cause any Employee covered by the terms of this Agreement to be discharged, indefinitely and/or temporarily laid off, transferred to a lower paying classification or have their regular hours of work or wages reduced.
- 37.03 The Union recognizes that the Company may, from time to time, assign certain work to contractors (who, may occasionally be required to work on site at the same time as Company Employees). Notwithstanding the foregoing, it is expressly understood that - at no time and under no circumstances, shall any Bargaining Unit Employee (covered by the terms of this Agreement) be: in any way held accountable for these crews and/or subject to direction of or be a part of such crews during the completion of their respective work assignments.

ARTICLE 38 - LICENCE FEES

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

ARTICLE 39 - EQUIPMENT

- 39.01 All employees covered by this Agreement, except when working in circumstances that do not require such, shall be required to wear flame retardant orange safety clothing and safety boots while on duty for the Company. The parties acknowledge that such designation is intended to ensure compliance with required personal protective equipment (PPE) and ensure that safety clothing standards established by the Company are followed.
- 39.02 The Company shall supply hard hats, liners, rubber gloves, work gloves, rubber boots and liners, raincoats, spurs, belts, flash goggles and necessary tools where required and while engaged in duties for the Company. The Company shall also supply one (1) shop coat per year for employees in the Storekeeper classification, one (1) pair of coveralls per year for employees in the Auto Technician and Welder classifications and necessary protective clothing for employees in the Welder classification.
- 39.03 Accordingly, an individual account for each employee listed below who are covered by this Agreement shall be established with a supplier (to be selected by the Labour Relations Committee) by the Company to provide them with safety clothing and safety boots. Such accounts will have a present spending limit as identified by the classifications below. These allowances will be made available on January 1st of each calendar year. If such allowances are not spent by December 31st of each calendar year, they shall be forfeited by the employee.

- (a) Technical Services Advisor
CAD Technician

**Technical Service Technologist
Sub Foreperson Stores
Storekeeper**

The above group of employees shall have an allowance established with a supplier with a spending limit of two hundred and sixty (\$260.00) dollars each year of this agreement.

- (b) Welder
Site Maintenance
Labourer
Auto Technician
Meter Technician
Hydro Meter Technologist**

The above group of employees shall have an allowance established with a supplier with a spending limit of four hundred and twenty (\$420.00) dollars each year of this agreement.

- (c) Customer Field Representatives will receive every two (2) years the following uniforms:

Choice of five (5) flame retardant pants or 100% cotton shorts, choice of six (6) flame retardant long sleeve shirts or 100% cotton short sleeve shirts, one (1) flame retardant winter coat, one (1) flame retardant spring coat, one (1) flame retardant fleece jacket, one (1) pair of rubber boots, rain gear.

Employees in these classifications shall have an account established with a supplier in the amount of one hundred and seventy dollars (\$170.00) for each year of this agreement to apply to safety footwear.

- 39.04 New employees hired on or after the first day of each contract year will receive an equipment allowance in the following manner:

- a) Employees hired between January 1st and June 30th of each year shall be entitled to the full annual allowance.
- b) Employees hired between July 1st and December 31st of each year shall be entitled to 50% of the annual allowance.

- 39.05 The Company agrees to establish an account with a supplier in the amount of one hundred and twenty dollars (\$120.00) for any other employees required by the Company to wear safety footwear in the workplace. These allowances will be made available on January 1st of each calendar year. If such allowances are not spent by December 31st of each calendar year, they shall be forfeited by the employee.

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

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

ARTICLE 40 - NO DISCRIMINATION/NO HARASSMENT

- 40.01 The Company agrees that it will not in any manner object to any employee being, or becoming a member of the Union, and will not in any manner interfere with, nor discriminate against any Employee because of his/her membership or proposed membership in the Union **or for their involvement or lack of involvement in the Union**. The Employees will not, in any manner interfere with nor attempt to limit, the right of the Company, or the rights of any duly authorized officer acting for the Company.
- 40.02 Both the Company and the Union recognize their respective responsibilities under the Ontario Human Rights Code, **the Occupational Health and Safety Act of Ontario** and any other similar statutory requirement. Both parties hereby, reaffirm their commitment not to discriminate in any manner relating to employment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status or handicap.

ARTICLE 41- RESUSCITATION, ACCIDENT PREVENTION AND FIRST AID

- 41.01 It is hereby agreed that all employees will receive a minimum of twelve (12) hours (with pay) to be scheduled by Management each calendar year to attend meetings that address workplace health and safety issues along with wellness programs aimed at improving the quality of life for all employees.
- 41.02 All Operational employees will be certified in CPR and **Emergency** First Aid techniques through training programs directed by qualified instructors (as approved by WSIB to deliver such certification training). Such certification training will be offered on an ongoing basis with all employees renewing/updating their certificates of qualification (in both CPR and **Emergency** First Aid) every two (2) years. These programs will be fully funded by the Company and all employees will be allowed to participate in this training during normal working hours without any loss of wages, benefits or other entitlements.
- Volunteers will be requested from all other employees who will be certified in CPR and **Emergency** First Aid techniques through training programs directed by qualified instructors (as approved by WSIB to deliver such certification training). Such certification training will be offered on an ongoing basis with all employees renewing/updating their certificates of qualification (in both CPR and **Emergency** First Aid) every two (2) years. These programs will be fully funded by the Company and these designated employees will be allowed to participate in this training during normal working hours without any loss of wages, benefits or other entitlements.
- 41.03 In addition to any other training provided in accordance with this clause, any employees who require special training and/or safety instruction (in such areas as pole top or bucket rescue, confined space or manhole rescue and/or

trenching safety) will be allowed to practice such skills (under competent supervision) with a minimum of one (1) hour with pay being scheduled for such programs, at least twice annually.

ARTICLE 42 - 30/55 YEARS

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

ARTICLE 43 - GENERAL

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

43.05 The following procedures shall be used by employees when crossing picket lines to conduct business:

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

(a) contact your Supervisor for further direction

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

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

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

ARTICLE 44 - DURATION OF AGREEMENT

44.01 This Agreement shall become effective **January 1, 2013** and remain in full force and effect until **June 30, 2016**. Within a period of not more than ninety (90) days, and not less than thirty days prior to **June 30, 2016**, either party may give notice in writing to the other of its' desire to bargain on amendments and/or revisions to the Agreement.

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

ARTICLE 45 - CLASSIFICATION & HOURLY WAGE RATES

45.01 ***Year 1 – A lump sum payment calculated based on 1.5% of a seniority employee's pensionable earnings for 2012 T4 Calendar year payable within sixty (60) days following ratification.***

Year 2 - A 1.5% lump sum payment on pensionable earnings from 2013 T4 Calendar year to all seniority employees payable by March 31, 2014.

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

Effective January 1, 2015 - for all classifications – 1.5 %

Effective January 1, 2016- for all classifications – 1.0 %

45.02 In Schedule A the legend indicated is as follows:

S - Skilled

S.S. - Semi-Skilled

N.S. - Non-Skilled

C - Office/Clerical

T - Technical

O - Operational

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

45.04 Fleet Department

The Senior Auto Technician working the afternoon shift shall be paid a stipend of \$1.40 per compensated hour.

SCHEDULE A

2013-01-01 Job Classification	Skill Designation	Type	Hours	80%	85%	90%	95%	100%
Labourer	N.S.	O	40	\$18.50	\$19.66	\$20.82	\$21.97	\$23.13
Switchboard Operator, Customer Service Admin Clerk	N.S.	C	35	\$19.10	\$20.30	\$21.49	\$22.69	\$23.88
Mailroom Clerk, Cashier	N.S.	C	35	\$20.11	\$21.37	\$22.63	\$23.88	\$25.14
Clerk Hydro	N.S.	C	37.5	\$20.58	\$21.87	\$23.16	\$24.44	\$25.73
Meter Shop Assistant	S.S.	O	40	\$21.11	\$22.43	\$23.75	\$25.07	\$26.39
Fleet & Site Clerk	N.S.	C	37.5	\$21.78	\$23.14	\$24.50	\$25.86	\$27.22
Customer Field Representative	S.S.	O	40	\$21.51	\$22.86	\$24.20	\$25.55	\$26.89
Site Maintenance	S.S.	O	40	\$21.69	\$23.04	\$24.40	\$25.75	\$27.11
Clerk Financial Services	N.S.	C	37.5	\$21.78	\$23.14	\$24.50	\$25.86	\$27.22
CAD Technician	N.S.	T	40	\$21.80	\$23.16	\$24.53	\$25.89	\$27.25
Meter Reading Systems Operator	S.S.	O	40	\$22.08	\$23.46	\$24.84	\$26.22	\$27.60
Customer Service Representative	N.S.	C	35	\$22.37	\$23.77	\$25.16	\$26.56	\$27.96
Storekeeper	S.S.	O	40	\$22.53	\$23.94	\$25.34	\$26.75	\$28.16
Clerk Accounting	N.S.	C	35	\$23.26	\$24.71	\$26.16	\$27.62	\$29.07
Buyer	N.S.	C	35	\$23.26	\$24.71	\$26.16	\$27.62	\$29.07
Senior Credit Clerk	N.S.	C	35	\$23.26	\$24.71	\$26.16	\$27.62	\$29.07
Senior CSR	N.S.	C	35	\$23.26	\$24.71	\$26.16	\$27.62	\$29.07
Head Cashier	N.S.	C	35	\$23.26	\$24.71	\$26.16	\$27.62	\$29.07
Sub Foreperson-Stores	S.S.	O	40	\$23.26	\$24.72	\$26.17	\$27.63	\$29.08
User Support Specialist	N.S.	C	37.5	\$25.02	\$26.59	\$28.15	\$29.72	\$31.28
Technical Services Advisor	N.S.	T	40	\$25.60	\$27.20	\$28.80	\$30.40	\$32.00
Auto Technician	S	O	40	\$25.93	\$27.55	\$29.17	\$30.79	\$32.41
Meter Technician	S	O	40	\$26.30	\$27.94	\$29.58	\$31.23	\$32.87
Welder	S	O	40	\$26.30	\$27.95	\$29.59	\$31.24	\$32.88
Programmer/Analyst	N.S.	C	40	\$27.95	\$29.70	\$31.45	\$33.19	\$34.94
Technical Service Technologist	N.S.	T	40	\$28.03	\$29.78	\$31.54	\$33.29	\$35.04
Hydro Meter Technologist	N.S.	T	40	\$28.03	\$29.78	\$31.54	\$33.29	\$35.04
2013-07-23 Job Classification	Skill Designation	Type	Hours	80%	85%	90%	95%	100%
Customer Field Representative	S.S.	O	40	\$22.08	\$23.46	\$24.84	\$26.22	\$27.60
Clerk 1	N.S.	C	40	\$21.78	\$23.14	\$24.50	\$25.86	\$27.22
NOTE: The classification known as Clerk 1 will become effective 60 days following the date of ratification (July 23, 2013). The clerical classifications included in Clerk 1 are: Clerk, Mailroom Clerk, Fleet & Site Clerk, Water Clerk (from WUC agreement), Clerk Steno Hydro, Clerk Steno Customer Service. The rate of pay for this position will be that of the former Clerk Fleet & Site job classification until job evaluation is completed.								
NOTE: Hours of Work - all job classifications will transfer to a 40 hour work week no later than 60 days following the date of ratification (July 23, 2013)								

2014-01-01 Job Classification	Skill Designation	Type	Hours	80%	85%	90%	95%	100%
Labourer	N.S.	O	40	\$18.50	\$19.66	\$20.82	\$21.97	\$23.13
Switchboard Operator	N.S.	C	40	\$19.10	\$20.30	\$21.49	\$22.69	\$23.88
Customer Service Admin Clerk	N.S.	C	40	\$19.10	\$20.30	\$21.49	\$22.69	\$23.88
Cashier	N.S.	C	40	\$20.11	\$21.37	\$22.63	\$23.88	\$25.14
Meter Shop Assistant	S.S.	O	40	\$21.11	\$22.43	\$23.75	\$25.07	\$26.39
Site Maintenance	S.S.	O	40	\$21.69	\$23.04	\$24.40	\$25.75	\$27.11
Clerk 1	N.S.	C	40	\$21.78	\$23.14	\$24.50	\$25.86	\$27.22
Clerk Financial Services	N.S.	C	40	\$21.78	\$23.14	\$24.50	\$25.86	\$27.22
CAD Technician	N.S.	T	40	\$21.80	\$23.16	\$24.53	\$25.89	\$27.25
Customer Field Representative	S.S.	O	40	\$22.08	\$23.46	\$24.84	\$26.22	\$27.60
Meter Reading Systems Operator	S.S.	O	40	\$22.08	\$23.46	\$24.84	\$26.22	\$27.60
Customer Service Representative	N.S.	C	40	\$22.37	\$23.77	\$25.16	\$26.56	\$27.96
Storekeeper	S.S.	O	40	\$22.53	\$23.94	\$25.34	\$26.75	\$28.16
Clerk Accounting	N.S.	C	40	\$23.26	\$24.71	\$26.16	\$27.62	\$29.07
Buyer	N.S.	C	40	\$23.26	\$24.71	\$26.16	\$27.62	\$29.07
Senior Credit Clerk	N.S.	C	40	\$23.26	\$24.71	\$26.16	\$27.62	\$29.07
Senior CSR	N.S.	C	40	\$23.26	\$24.71	\$26.16	\$27.62	\$29.07
Head Cashier	N.S.	C	40	\$23.26	\$24.71	\$26.16	\$27.62	\$29.07
Sub Foreperson-Stores	S.S.	O	40	\$23.26	\$24.72	\$26.17	\$27.63	\$29.08
User Support Specialist	N.S.	C	40	\$25.02	\$26.59	\$28.15	\$29.72	\$31.28
Technical Services Advisor	N.S.	T	40	\$25.60	\$27.20	\$28.80	\$30.40	\$32.00
Auto Technician	S	O	40	\$25.93	\$27.55	\$29.17	\$30.79	\$32.41
Meter Technician	S	O	40	\$26.30	\$27.94	\$29.58	\$31.23	\$32.87
Welder	S	O	40	\$26.30	\$27.95	\$29.59	\$31.24	\$32.88
Programmer/Analyst	N.S.	C	40	\$27.95	\$29.70	\$31.45	\$33.19	\$34.94
Technical Service Technologist	N.S.	T	40	\$28.03	\$29.78	\$31.54	\$33.29	\$35.04
Hydro Meter Technologist	N.S.	T	40	\$28.03	\$29.78	\$31.54	\$33.29	\$35.04

2015-01-01 Job Classification	Skill Designation	Type	Hours	80%	85%	90%	95%	100%
Labourer	N.S.	O	40	\$18.78	\$19.96	\$21.13	\$22.30	\$23.48
Switchboard Operator	N.S.	C	40	\$19.39	\$20.60	\$21.81	\$23.03	\$24.24
Customer Service Admin Clerk	N.S.	C	40	\$19.39	\$20.60	\$21.81	\$23.03	\$24.24
Cashier	N.S.	C	40	\$20.41	\$21.69	\$22.97	\$24.24	\$25.52
Meter Shop Assistant	S.S.	O	40	\$21.43	\$22.77	\$24.11	\$25.45	\$26.79
Site Maintenance	S.S.	O	40	\$22.01	\$23.39	\$24.76	\$26.14	\$27.52
Clerk 1	N.S.	C	40	\$22.10	\$23.48	\$24.87	\$26.25	\$27.63
Clerk Financial Services	N.S.	C	40	\$22.10	\$23.48	\$24.87	\$26.25	\$27.63
CAD Technician	N.S.	T	40	\$22.13	\$23.51	\$24.89	\$26.28	\$27.66
Customer Field Representative	S.S.	O	40	\$22.41	\$23.81	\$25.21	\$26.61	\$28.01
Meter Reading Systems Operator	S.S.	O	40	\$22.41	\$23.81	\$25.21	\$26.61	\$28.01
Customer Service Representative	N.S.	C	40	\$22.70	\$24.12	\$25.54	\$26.96	\$28.38
Storekeeper	S.S.	O	40	\$22.87	\$24.30	\$25.72	\$27.15	\$28.58
Clerk Accounting	N.S.	C	40	\$23.60	\$25.08	\$26.56	\$28.03	\$29.51
Buyer	N.S.	C	40	\$23.60	\$25.08	\$26.56	\$28.03	\$29.51
Senior Credit Clerk	N.S.	C	40	\$23.60	\$25.08	\$26.56	\$28.03	\$29.51
Senior CSR	N.S.	C	40	\$23.60	\$25.08	\$26.56	\$28.03	\$29.51
Head Cashier	N.S.	C	40	\$23.60	\$25.08	\$26.56	\$28.03	\$29.51
Sub Foreperson-Stores	S.S.	O	40	\$23.61	\$25.09	\$26.56	\$28.04	\$29.52
User Support Specialist	N.S.	C	40	\$25.40	\$26.99	\$28.57	\$30.16	\$31.75
Technical Services Advisor	N.S.	T	40	\$25.98	\$27.61	\$29.23	\$30.86	\$32.48
Auto Technician	S	O	40	\$26.32	\$27.96	\$29.61	\$31.25	\$32.90
Meter Technician	S	O	40	\$26.69	\$28.36	\$30.03	\$31.69	\$33.36
Welder	S	O	40	\$26.70	\$28.37	\$30.04	\$31.70	\$33.37
Programmer/Analyst	N.S.	C	40	\$28.37	\$30.14	\$31.92	\$33.69	\$35.46
Technical Service Technologist	N.S.	T	40	\$28.45	\$30.23	\$32.01	\$33.79	\$35.57
Hydro Meter Technologist	N.S.	T	40	\$28.45	\$30.23	\$32.01	\$33.79	\$35.57

2016-01-01 Job Classification	Skill Designation	Type	Hours	80%	85%	90%	95%	100%
Labourer	N.S.	O	40	\$18.97	\$20.15	\$21.34	\$22.53	\$23.71
Switchboard Operator	N.S.	C	40	\$19.58	\$20.81	\$22.03	\$23.26	\$24.48
Customer Service Admin Clerk	N.S.	C	40	\$19.58	\$20.81	\$22.03	\$23.26	\$24.48
Cashier	N.S.	C	40	\$20.62	\$21.91	\$23.20	\$24.48	\$25.77
Meter Shop Assistant	S.S.	O	40	\$21.64	\$23.00	\$24.35	\$25.70	\$27.05
Site Maintenance	S.S.	O	40	\$22.23	\$23.62	\$25.01	\$26.40	\$27.79
Clerk 1	N.S.	C	40	\$22.32	\$23.72	\$25.11	\$26.51	\$27.90
Clerk Financial Services	N.S.	C	40	\$22.32	\$23.72	\$25.11	\$26.51	\$27.90
CAD Technician	N.S.	T	40	\$22.35	\$23.75	\$25.14	\$26.54	\$27.94
Customer Field Representative	S.S.	O	40	\$22.64	\$24.05	\$25.46	\$26.88	\$28.29
Meter Reading Systems Operator	S.S.	O	40	\$22.64	\$24.05	\$25.46	\$26.88	\$28.29
Customer Service Representative	N.S.	C	40	\$22.93	\$24.36	\$25.80	\$27.23	\$28.66
Storekeeper	S.S.	O	40	\$23.09	\$24.54	\$25.98	\$27.42	\$28.87
Clerk Accounting	N.S.	C	40	\$23.84	\$25.33	\$26.82	\$28.31	\$29.80
Buyer	N.S.	C	40	\$23.84	\$25.33	\$26.82	\$28.31	\$29.80
Senior Credit Clerk	N.S.	C	40	\$23.84	\$25.33	\$26.82	\$28.31	\$29.80
Senior CSR	N.S.	C	40	\$23.84	\$25.33	\$26.82	\$28.31	\$29.80
Head Cashier	N.S.	C	40	\$23.84	\$25.33	\$26.82	\$28.31	\$29.80
Sub Foreperson-Stores	S.S.	O	40	\$23.85	\$25.34	\$26.83	\$28.32	\$29.81
User Support Specialist	N.S.	C	40	\$25.65	\$27.26	\$28.86	\$30.46	\$32.07
Technical Services Advisor	N.S.	T	40	\$26.24	\$27.88	\$29.52	\$31.16	\$32.80
Auto Technician	S	O	40	\$26.58	\$28.24	\$29.90	\$31.56	\$33.23
Meter Technician	S	O	40	\$26.96	\$28.64	\$30.33	\$32.01	\$33.70
Welder	S	O	40	\$26.97	\$28.65	\$30.34	\$32.02	\$33.71
Programmer/Analyst	N.S.	C	40	\$28.65	\$30.45	\$32.24	\$34.03	\$35.82
Technical Service Technologist	N.S.	T	40	\$28.74	\$30.53	\$32.33	\$34.13	\$35.92
Hydro Meter Technologist	N.S.	T	40	\$28.74	\$30.53	\$32.33	\$34.13	\$35.92

ENWin UTILITIES LTD.

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

Business Manager and Financial Officer

Signed and sealed with their respective seals:

Memorandum of Understanding #1

Between

ENWIN Utilities Ltd.
(Hereafter known as the Employer)

And

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

Extended Hours

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

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

overtime as per the collective agreement for all hours worked within the twelve (12) hour period.

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

Signed this 28th day of March 2013 at Windsor, Ontario.

For the Company

For the Union

Memorandum of Understanding #2

Between

ENWIN Utilities Ltd.
(Hereafter known as the Employer)

And

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

Hours of Work – Training Programs / Courses

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

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

Signed this 28th day of March 2013 at Windsor, Ontario.

For the Company

For the Union

Memorandum of Understanding #3

Between

ENWIN Utilities Ltd.
(Hereafter known as the Employer)

And

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

Vesting of Sick Leave

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

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

Signed this 28th day of March 2013 at Windsor, Ontario.

For the Company

For the Union

Memorandum of Understanding #4

Between

ENWIN Utilities Ltd.
(Hereafter known as the Employer)

And

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

Performing Bargaining Unit Work

The Union and the Employer had discussions regarding the Union's concerns with respect to allegations that excluded personnel of the Employer are performing work exclusively performed by members of the bargaining unit.

The Employer and the Union will continue to meet as required, to have meaningful discussions regarding this issue when required.

Signed this 16th day of April, 2013 at Windsor, Ontario.

For the Company

For the Union

Memorandum of Understanding #5

Between

ENWIN Utilities Ltd.
(Hereafter known as the Employer)

And

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

Ten (10) Hour Days

The Parties held several discussions during this round of Collective Bargaining and to pilot a Ten (10) hour schedule in departments where such scheduling will provide for efficiencies, increased productivity and/or enhanced customer service. Accordingly, the following provisions would apply should such scheduling be implemented;

1. The Company will provide thirty (30) days written notice to the Union and the employees working in the department of its intention to commence ten (10) hour work scheduling.
2. The ten (10) hour shift will apply to employees working in Stores, Site and Hydro Engineering departments. The range of hours of work shall be as per Article 16.01. The ten (10) hour shift will also apply to the Fleet department and the range of hours of work shall be between 6:00 am and 12:00 am.
3. Through the daylight Savings Time period other departments may be added to the ten (10) hour shift schedule by mutual agreement of the Parties. The range of hours of work shall be as per Article 16.01.
4. Employees who work four (4) ten (10) hour days will have “staggered” days off with those days being either Monday or a Friday.
5. Such arrangements cannot affect employees on call obligations (i.e. Employee may have to work eight (8) hour days on afternoons for a week on call).
6. In the event of an employee’s absence which the Company intends to replace, the impacted area would be supplemented with an eight (8) hour shift employee(s). If there are no volunteers, the junior qualified employee would be assigned onto the ten (10) hour schedule to cover the absence.

7. In the event that a Paid Holiday falls on an employee's scheduled day off, that employee shall be paid an additional eight (8) hours pay in lieu of the Holiday. It shall be optional for the employee to opt to take eight (8) hours time in lieu of Holiday instead of eight (8) hours pay.
8. In the event that a Paid holiday falls on a day that an employee is scheduled to work and the employee is granted the day off, that employee shall be paid ten (10) hours Holiday pay.
9. In the event that a paid Holiday falls on a day that an employee is scheduled to work and the employee is required to work, that employee shall be paid ten (10) hours holiday pay in addition to double time for all hours worked.
10. This agreement is entered into in accordance with the provisions of Article 16 of the Collective Agreement unless otherwise amended herein.
11. The Parties further agree that this agreement shall form part of the Collective Agreement and shall remain in force and effect until the expiry of the Collective Agreement.

Signed this 18th day of April, 2013 at Windsor, Ontario.

For the Company

For the Union

Memorandum of Understanding #6

Between

ENWIN Utilities Ltd.
(Hereafter known as the Employer)

And

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

Pay Equity

A Pay Equity Plan has been negotiated and posted pursuant to the Pay Equity Act of Ontario. The Plan will be implemented and maintained in accordance with the terms and conditions of the Letter of Agreement between the Employer and the Union dated November 12, 2012, which the parties agree is in compliance with the provisions of the Pay Equity Act.

Signed this 16th day of April 2013 at Windsor, Ontario.

For the Company

For the Union

Memorandum of Understanding #7

Between

ENWIN Utilities Ltd.
(Hereafter known as the Employer)

And

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

Calculation Part-time Seniority

The following rules will be used to calculate part-time dates;

1. As per Article 6.08 of the Collective Agreement, the seniority list will be published and posted four (4) times per year with effective dates of January 1, April 1, July 1 and October 1 of each calendar year.
2. A part-time employee shall not accumulate more seniority hours in any period than the maximum number of regular hours worked in the same period by a full-time employee.
3. Overtime hours worked will be included in the part-time seniority calculation save and except if in contradiction of point 2. herein.
4. Lieu time banked hours will not be used in the calculation of part-time seniority as these hours are not paid hours but rather banked hours to use another time.
5. The formula used to calculate part-time seniority shall be;

Full-time hours worked in the period minus
Part-time hours paid in the period = "X"
"X" divided by 7 hour/day = "Y" days
"Y" rounded to a full day = "Z"
Seniority is moved ahead by "Z" days

Effective upon the implementation of an eight (8) hour schedule, the formula used to calculate part-time seniority shall be calculated as follows;

- I. **The seniority date in effect following the completion of the last seven (7) hour shift worked will become the seniority date used for calculating part-time seniority on a go forward basis.**

II. Thereafter, this date will be adjusted using the following calculation;

**Full-time hours worked in the period minus
Part-time hours worked in the period = "X"
"X" divided by 8 hours/day = "Y" days
"Y" rounded to a full day = "Z"
Seniority is moved ahead by "Z" days**

6. Weekends will be taken into consideration and counted when calculating the seniority date.
7. In the event that two (2) part-time employees have identical seniority dates and the seniority list needs to be utilized, the part-time employees will follow the agreed upon method to break the tie.
8. This agreement shall remain in full force and effect for the duration of this collective agreement.

Signed this 16th day of April 2013, at Windsor, Ontario.

For the Company

For the Union

Memorandum of Understanding #8

Between

ENWIN Utilities Ltd.
(Hereafter known as the Employer)

And

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

Incentive Pay Plan

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

For the calendar years **2013, 2014 and 2015**, the rules, administration and payout formula of the Incentive Pay Plan will be determined at the discretion of the ENWIN Utilities Ltd. Any Incentive Pay Plan payment will be issued to eligible employees by June 30th of the following calendar year. The Incentive Pay Plan payment issued by June 30th in each of the calendar years **2014, 2015 and 2016**, will be based on a minimum payout of three hundred and fifty dollars (\$350).

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

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

Signed this 16th day of July, 2013 at Windsor, Ontario.

For the Company

For the Union

Memorandum of Understanding #9

Between

ENWin Utilities Ltd.
(Hereafter known as the Employer)

And

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

Equipment Allowance

The Parties agree Robert Duggan #1501, Jeff Wilson #545 and William Sherman #549 will be grandfathered at the level of entitlement provided for in accordance with Article 39.03 (b) unless a change in their employment occurs thereafter, these employees will receive entitlement under their new job classification as outlined under Article 39.

Signed this 16th day of July, 2013 at Windsor, Ontario.

For the Company

For the Union
