

COLLECTIVE AGREEMENT

between

Horizon Utilities Corporation

- and -

**Local Union 636 of the International Brotherhood of
Electrical Workers**

Effective July 1, 2005 to May 31, 2008

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COLLECTIVE AGREEMENT

between

Horizon Utilities Corporation

(hereinafter designated as the "Corporation")

- and -

Local Union 636 of the International Brotherhood of Electrical Workers

(hereinafter designated as the "Union")

PURPOSE

The purpose of this Agreement is to promote and maintain a harmonious relationship between the Corporation and its employees and to provide an amicable and timely method of settling any grievances as defined in the Collective Agreement.

WHEREAS the electrical utility industry has become a competitive marketplace and is facing deregulation and change;

The Corporation, its employees, and the Union have a mutual interest in becoming and remaining leaders in the industry, and,

The Corporation, its employees, and the Union recognize the importance of providing cost effective service to the customer and fair compensation for all employees,

Therefore the Corporation, its employees and the Union agree to meet on an ongoing basis to explore options of mutual interest and benefit that will promote the Corporation and its employees as frontrunners in the electrical industry.

ARTICLE 1 – RECOGNITION CLAUSE

- 1.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all employees of the Corporation save and except Directors, Supervisors and Managers, Foremen and those above the rank of Foremen, Administrative Assistants including the President's Administrative Assistant and Secretary to the Corporation, Human Resources Assistants, Programmer Analysts, Revenue Protection Specialist, Regulated Market Specialist, Safety and Training Coordinator(s), SCADA Coordinator, Payroll Specialist, Engineers employed in their professional capacity, students employed during the school vacation period, which may be outside of the standard May to September vacation period. Students shall not work any more than six months in any calendar year unless mutually agreed upon.
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- 1.02 The wages, hours of work and conditions of employment of any new classification created or established within the bargaining unit during the life of the Agreement will be negotiated with the Union within thirty (30) days of such establishment and become part of this Agreement.
- 1.03 The Corporation will print and distribute to the Union a copy for each employee (plus fifty additional copies to the Union) of this Collective Agreement in booklet form within sixty (60) days after the parties have completed proofing of the Collective Agreement.
- 1.04 Wherever reference is made in the Agreement to the masculine or feminine gender, it shall be interpreted as referring equally to the other gender.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union acknowledges and agrees that it is the exclusive function and right of the Corporation to generally manage the enterprise or enterprises in which the Corporation is from time to time engaged. Without limiting the generality of the foregoing, the Corporation's functions shall include the right to:
 - (a) maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time reasonable rules and regulations, policies and practices, to be observed by its employees; the right to discipline or discharge employees for just cause, provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and dealt with as hereinafter provided;
 - (b) select, hire, transfer, assign to shifts, promote, demote, classify, direct, lay-off, recall and retire employees;
 - (c) determine the location of operations and their expansion or their curtailment, the direction of the working forces, the contracting of work, the schedules of operations, the number of shifts, the methods, processes and means of production, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to decide on the number of employees needed by the Corporation at any time, starting and quitting times and the determination of financial policies including general accounting procedures and customer relations, and
 - (d) manage all operations, buildings, machinery and equipment.
- 2.02 The Corporation agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

ARTICLE 3 – UNION MEMBERSHIP AND CHECK-OFF

- 3.01 All employees of the Corporation covered by the Agreement shall become and remain members of the Union during the term of this Agreement and shall have Union dues deducted in accordance with article 3.02 and the Ontario *Labour Relations Act*.
 - 3.02 The Corporation agrees to deduct an amount equivalent to the regular monthly Union dues as certified in writing by the Union from employees' pay as per section 47 of the *Labour Relations Act* of Ontario. These deductions shall be made in equal amounts on a weekly basis. An employee shall, upon commencement of employment, sign a written authorization for the deduction of an amount equivalent to the regular Union dues as certified by the Union. The amounts so deducted shall be submitted by the 10th day of
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the following month to the Financial Secretary of Local 636 of the I.B.E.W. and shall be accompanied by an alphabetical listing of the names of each employee on behalf of whom the deductions were made, the amount deducted on behalf of each employee and the total gross income on which the deduction was based.

- 3.03 In consideration of the deduction and forwarding service by the Corporation, the Union agrees to indemnify and save harmless the Corporation against any claims or liability arising out of or resulting from the collection and forwarding of the regular weekly dues. The Corporation will also deduct a one-time initiation fee as described by the Union upon commencement of employment.
- 3.04 Upon commencement of employment, a new employee shall be introduced to the Unit Chairperson or their appointed designate, and the Union and the employee shall be allowed thirty (30) minutes paid time during regular working hours in order that the employee may be introduced to the Union and its activities.

ARTICLE 4 – SENIORITY

- 4.01 For the purpose of this Agreement, seniority shall be defined as the continuous length of service from the last date of hire as an employee of the Corporation.
- 4.02 Regular employees are persons who have satisfactorily served a probationary period and are currently in the employ of the Corporation.
- 4.03 Probationary employees are persons hired on a trial basis to determine their suitability for employment in regular positions. An employee shall be considered probationary for up to six (6) calendar months worked. A probationary employee shall be entitled to all benefits of this Agreement after completing six (6) calendar months worked. Seniority and sick leave credits shall not accumulate unless and until the employee acquires a regular status and shall then accumulate from the date of hiring. At the expiration of an employee's six month probationary period, he will be considered a regular employee.
- 4.04 (a) Subject to the exception set out in this article, a temporary employee is one hired for a specified job of limited duration not exceeding six (6) months. This period may be extended by mutual Agreement.

Where a temporary employee is hired as a maternity or parental leave replacement, the Corporation may hire the temporary employee for the duration of the leave even if the leave exceeds six (6) months, but no longer than fourteen (14) months except by mutual agreement.

The Corporation and the Union will discuss those cases where, in the opinion of either, the use of a temporary employee continues so long as to indicate that a regular position exists. This shall not obligate the Corporation to create a new regular position.

A temporary employee shall not acquire the benefits of a regular employee, nor shall he have recourse to the grievance procedure.

- (b) The Corporation may participate in government-sponsored return to work programs to facilitate the employment of individuals. The hiring of employees through government-sponsored programs shall not be used by the Corporation to prevent the hiring of full-time employees.
- 4.05 An employee shall lose his seniority and shall cease to be an employee of the Corporation if he:
 - (a) quits voluntarily;

- (b) is discharged for cause and not reinstated through the grievance and/or arbitration procedure;
 - (c) fails to report to work after a layoff within ten (10) working days of recall, notice of which has been sent to the last address reported to the Corporation by registered letter and a copy to the Chairperson, unless he has an acceptable explanation. The Corporation's decision may be the subject of a grievance;
 - (d) is laid off for a period in excess of twenty-four (24) months;
 - (e) retires or reaches age 65;
 - (f) is absent from work for more than five (5) consecutive working days without an acceptable explanation or permission from their Supervisor. The supervisor's decision may be the subject of a grievance, or
 - (g) is absent due to non-compensable illness or injury for a cumulative period of twenty-four (24) months
- 4.06 An employee shall continue to accumulate seniority when absent from work for the following reasons:
- (a) on an approved leave of absence;
 - (b) on a non-compensable illness or injury seniority shall accumulate for the first twenty-four (24) months of absence after which time she/he will not accumulate seniority;
 - (c) on an approved Worker's Compensation claim;
 - (d) on paid sick leave;
 - (e) on authorized vacations and recognized holidays;
 - (f) on maternity / paternal leave as per the *Employment Standards Act* of Ontario, or
 - (g) on jury duty, coroner's inquest or as a witness in a court proceeding.
- 4.07 The Corporation shall maintain a seniority list for those employees covered by this Agreement. The seniority list shall show the name, job classification and seniority date for each employee. The seniority list shall be revised when any change occurs, and the most recent revision shall be posted on all Union bulletin boards. A copy of the seniority list shall be sent to the Union Business Representative each time it is posted.
- 4.08 An employee who transfers to a position outside the bargaining unit and returns within twelve (12) months shall retain their seniority previously accumulated in the bargaining unit plus all the seniority accumulated while working in the position outside the bargaining unit. The seniority accumulated while excluded from the bargaining unit shall be used for vacation credits only and not for job posting or lay-off.
- Employees filling in on temporary acting classification will continue to accumulate seniority.
- 4.09 An employee who desires a transfer shall file a request with the Human Resources Department in writing. The Corporation will keep such request on file for six (6) months. Such requests are not applications to job postings.
- The Corporation, the employee and the Union will discuss whether the employee's request may be granted. This article does not impose on the Corporation any obligation to grant the request of an employee.
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ARTICLE 5 – JOB POSTING

- 5.01 In all cases of job vacancies, including the creation of new jobs coming within the scope of this Agreement, the Corporation shall post a notice on the employees' bulletin boards outlining the vacant position, the qualifications required for the position and the rate of pay. This notice shall be posted for a minimum of ten (10) working days. All regular employees of the Corporation shall have the first opportunity to make application for the job in writing within ten (10) working days from the date of the posting.

The Corporation will give notice in writing to any applicant selected as well as post a notice on the bulletin boards stating the employee selected. The Corporation will give the Union notice in writing, if it does not intend to fill a vacancy or if they intend to postpone the posting or selection, or if there are no suitable applicants from within the bargaining unit.

- 5.02 With qualifications of the job given full consideration, an employee having the greatest seniority will be given preference in job postings providing the applicant has merit, skill and ability relatively equal to the applicant with lesser seniority. The opinion of the Corporation shall not be exercised in an arbitrary or discriminatory manner.

- 5.03 All promotions or lateral transfers made within the scope of this Agreement will be on a six (6) month trial basis and such promotions will carry the suffix "acting" until the expiration of the six (6) month period. Employees who do not qualify within the period mentioned shall be returned to their former jobs and will be notified in writing as to why they have not qualified.

Employees will be given the right to revert back to their previous position by giving written notice to the Corporation within thirty (30) working days of starting the new position.

- 5.04 Those employees who are not successful in their application will be given the reasons in writing within five (5) working days, if requested.

- 5.05 When a job has been awarded the name of the successful applicant will be posted.

- 5.06 Employees who will be absent for more than five (5) working days due to vacation, leave of absence, etc. may request in writing that Human Resources notify them of any postings during their absence, each employee absence will require a separate written request. Human Resources will make reasonable effort to so notify such employee. Failure by the Human Resource Department to notify the employee will not prevent the employee from applying for the position as outlined. Any such employee will be required to make application to Human Resources within two (2) working days of the closing of the posting and be able to take the new position within five working days of being advised, should they be the successful applicant.

ARTICLE 6 – LAY-OFF AND RECALL

- 6.01 After completion of the probationary period, each laid off employee shall have twenty-four (24) months recall rights. The employee shall provide the Corporation in writing his current address and telephone number.

- 6.02 In the event of layoff the Corporation shall endeavour to notify the Union of the job classifications to be laid off as soon as practically possible but in any case, at least fifteen (15) working days before the effective day of the layoff, to discuss alternative measures to avoid the layoff.

- 6.03 Prior to a layoff of regular full time employees in the bargaining unit, all students, temporary, probationary, co-op students, contract employees and individuals employed
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- on government sponsored programs shall be laid off first, provided there are regular full time employees with sufficient skill and ability to perform the work being performed by the above individuals. Students, temporary, probationary, co-op students, contract employees and individuals on government sponsored programs will not be hired while regular employees with sufficient skill and ability to perform the work being performed by the above individuals are on layoff.
- 6.04 In the event that it is necessary to reduce employees, the Corporation agrees that regular full time employees shall be laid off by job classification within the bargaining unit in the reverse order of seniority provided that qualified employees remain to perform the work available.
- 6.05 Regular full time employees who are to be laid off may exercise their bumping rights within any job classification in the bargaining unit, providing they are bumping a regular full time employee with less seniority and they possess sufficient skill and ability to perform the job. When bumping into a lower job classification the rate of pay shall be the highest for that job classification.
- 6.06 A familiarization period of up to fifteen (15) working days will be provided to employees who exercise their bumping rights.
- 6.07 Regular full-time employees shall be recalled in the reverse order of seniority in which they were laid off provided they are qualified to perform any work required. The Corporation will send notice by registered mail to the last known address, which the employee has filed with the Corporation.
- 6.08 The Union shall be notified in writing of all layoffs and recalls.
- 6.09 The Corporation shall pay the premium costs for the health and welfare plans for any employee who is laid off for a period of twelve (12) months or less.
- 6.10 The Corporation will not contract out work that would result in the discharge or layoff of bargaining unit employees.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 It is the mutual desire of the parties hereto that the complaints of employees shall be resolved as quickly as possible, and it is understood that an employee has no grievance until he has first given the immediate supervisor and/or the supervisor involved the opportunity of resolving the complaint. Such complaint shall be discussed with the immediate supervisor and/or the supervisor involved within ten (10) working days of the time the employee became aware of the incident. This shall be replied to in writing within five (5) working days of the complaint. The Corporation and the Union both agree to encourage the parties to resolve the complaint on their own at this stage. However, the employee may still request the assistance of a Union Committeeperson if it will help facilitate the meeting. Failing settlement within ten (10) workings days, the complaint shall be taken up as a grievance in the following manner and sequence.
- 7.02 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the manner set out in this article. A probationary employee can grieve discharge only if the discharge was made in bad faith, arbitrarily or in a discriminatory manner.
- 7.03 In cases of disciplinary action taken against an employee, the employee and the steward present will be given a copy of any written reprimand or notified in writing that disciplinary action is being taken. Copies shall be sent to the Unit Chairpersons and Business Representative.
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7.04

- Step 1 The employee and a Union Steward shall present the grievance in writing to the Department Manager and/or supervisor involved within ten (10) working days of the receipt of the immediate supervisor's reply to the employee's complaint. The employee shall indicate the nature of the grievance and the remedy sought. The Department Manager and/or supervisor involved shall reply in writing within five (5) working days after having received the grievance.
- Step 2 If the reply of the Department Manager is not satisfactory to the employee concerned, the employee accompanied by the Union grievance committee shall submit a written grievance to the Director of Human Resources within five (5) working days of receiving the reply of the Department Manager. The written grievance shall state the nature of the grievance, the article(s) of the Collective Agreement which were violated and the circumstances giving rise to the grievance. The Director of Human Resources shall meet with the employee and grievance committee within five (5) working days of receipt of the grievance. After the meeting has been held at this stage of the grievance procedure, the Director of Human Resources will issue a written disposition of the matter within five (5) working days.
- Step 3 Failing settlement at Step 2, the Union may within twenty-five (25) working days of the issuance of the disposition at Step 2 notify the other party of its intention to submit the grievance to arbitration.
- 7.05 Notwithstanding the above, the Union and the Corporation may reach settlement to a grievance through the services of a Grievance Settlement Officer or other mutually agreeable third party facilitator. The parties shall jointly bear the expenses of the Grievance Settlement Officer or other agreed to third party facilitator.
- 7.06 The time limits outlined in the grievance procedure may be extended by mutual agreement between the Corporation and the Union.
- 7.07 The grievance committee shall consist of the grievor, the Steward referred to in Step 1, the Unit Chairperson and the Area Business Representative. The Union may appoint designates when necessary.
- 7.08 In the event of a group grievance, a policy grievance or a grievance respecting the discharge or suspension of a regular employee, the grievance shall be submitted in writing indicating the nature of the grievance, the article(s) of the Collective Agreement which were violated and the circumstances giving rise to the grievance. The grievance will be processed commencing at Step 2 of the grievance procedure. This clause shall not be used for the purpose of abridging the right of the employee to process grievances, nor shall it be used for the purpose of submitting matters to be handled through the grievance procedure by employees.
- 7.09 All steps of the grievance procedure, including any meetings with the grievance mediation officer, shall be held during regular hours of work with no loss of regular wages. Reimbursement of wages of Union employees during arbitration will be the responsibility of the Union.

ARTICLE 8 – ARBITRATION PROCEDURE

- 8.01 When either party to this Agreement requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party, and, at the same time, submit the names of three (3) potential arbitrators.
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- 8.02 Within five (5) days thereafter, the party receiving the request will advise the other party of their concurrence with one of the submissions or failing agreement, further submit the names of three (3) other potential arbitrators.
- 8.03 If the parties are unable to come to an agreement on the selection of a single arbitrator, the party submitting the grievance to arbitration shall then make application to the Ontario Labour Relations Board and request that the Minister of Labour appoint a sole arbitrator.
- 8.04 Except by mutual agreement between the parties, no matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 8.05 The arbitrator shall not be authorized to render any decision inconsistent with the terms of this Agreement, nor shall they alter, modify, add to or amend any of its provisions nor adjudicate any matter not specifically assigned to it by the statement of grievance.
- 8.06 In the case of a discharge, or in the case of a suspension where the grievor satisfies the arbitrator that such discharge or suspension is without just cause, the arbitrator may modify the penalty to one which is just and equitable in the circumstances.
- 8.07 Each of the parties hereto shall jointly bear the expenses, if any, of the single or sole arbitrator.
- 8.08 The decision of the arbitrator shall be final and binding upon the parties.
- 8.09 The time limits outlined in the arbitration procedure may be extended by mutual agreement between the Corporation and the Union.

ARTICLE 9 – GOODWILL

- 9.01 Written and verbal warnings will be removed and not referenced after twelve (12) months provided the employee's record has remained discipline free for twelve (12) months. Suspensions of one (1) day will be removed and not be referenced from the employee's record after eighteen (18) months provided the employee's record has remained discipline free for eighteen (18) months. Suspensions of greater than one (1) day will be removed and not referenced after twenty-four (24) months provided the employee's record has remained discipline free for twenty-four (24) months.
- Discipline on safety and harassment shall be kept on record but not be referenced in accordance with the above timelines.
- 9.02 It is a condition of this Agreement that the Union will not permit its members to discriminate against, interfere with, or unduly influence or coerce into membership, any employee of the Corporation who is not a member of the Union.
- The Corporation undertakes not to discriminate against, interfere with, unduly influence or coerce any member of the Union because of such membership or interfere with the right of the employees to become members of the Union.
- 9.03 The Union recognizes that Horizon Utilities Corporation provides an essential public service and as such may find it necessary to have its employees work at times other than, and over and above, their "normal" work period in order to maintain service to the public.
- 9.04 The Corporation will ensure that new or revised policies and procedures are posted for a minimum of one (1) month in each department and that copies are available through the Department Manager. An up-to-date policy manual shall be made available for employee review.
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- 9.05 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Corporation. The Business Representative or designate may have access to the workplace upon request to the Corporation. Permission shall not be unreasonably withheld.

ARTICLE 10 – SAFETY AND HUMAN RIGHTS POLICIES

10.01

- (a) Both the Corporation and the Union recognize their respective responsibilities under legislation impacting health and safety and applicable standards, rules and guidelines. As parties concerned about the health and safety of all employees, the Corporation agrees to maintain and post a Health and Safety Policy in the workplace. The Corporation agrees it will comply with the *Occupational Health and Safety Act* in effect January 1, 1997 as it pertains to the worker's right to refuse unsafe work and the training to be provided to the certified worker.
- (b) All Health and Safety Committee members shall be paid consistent with the applicable legislation. The parties will notify each other in writing of the respective names of its representatives on the Committee.

10.02 Both the Corporation and the Union recognize their respective responsibilities under the Ontario *Human Rights Code* and any other similar statutory requirements. Accordingly, the Corporation agrees to post an anti-discrimination and anti-harassment policy in the workplace. The Corporation will maintain the current Discrimination and Harassment in the Workplace policy dated October, 2003 as a minimum standard.

ARTICLE 11 – STRIKES / LOCKOUTS

- 11.01 During the term of this Agreement the Corporation agrees not to lock out its employees and the Union agrees that it will not sanction or call a work stoppage as defined in the Ontario *Labour Relations Act*.
- 11.02 The Corporation and the Union further agree that they will not involve any employee of the Corporation in any dispute which may arise between any employer and the employee of such other employer.

ARTICLE 12 – BULLETIN BOARD

12.01 Bulletin boards shall be provided for the use of the Union, but notices shall not be placed on these boards unless signed by an authorized representative of the Union.

ARTICLE 13 – ACCESS TO PERSONNEL FILES

13.01 Employees shall be granted permission to view their personnel files upon request.

ARTICLE 14 – NEGOTIATING COMMITTEE

- 14.01 The Corporation agrees to compensate a maximum of six (6) employee members of the negotiating committee only for actual time spent negotiating the renewal of this agreement, during such employees' regularly scheduled working hours. Such compensation is to be at the employees' straight time rate of pay exclusive of any premiums, and is to be only for negotiations during the period of negotiations leading to conciliation or mediation and shall cease and be discontinued during conciliation or mediation.

ARTICLE 15 – LABOUR MANAGEMENT COMMITTEE

- 15.01 The parties to this Agreement shall establish an ad hoc Labour Management Committee comprising of up to three (3) representatives of the Corporation, the Unit Chairperson or designate, the Union Business Representative, and up to two (2) committeepersons appointed by the Union. The Committee shall meet as required to discuss and resolve labour/management issues with the exception of grievances.

Meetings of the Labour Management Committee will be held at one of the operating locations, as required, at a time mutually agreeable to Union and Corporation representatives. An agenda outlining the matters for discussion will be submitted by each party to the other not less than two (2) working days prior to the scheduled meeting, except in cases of emergency.

Union representatives who are regular employees of the Corporation will be allowed up to one (1) hour preparation time, at straight time rate of pay exclusive of any premiums, prior to each meeting provided that this preparation time is during the employees' regular hours of work.

- 15.02 The Union agrees to notify the Corporation of the names and date of appointment of Committeepersons and Union committee members. The Union may designate another Regular Employee, as defined in article 4.02, to act in the absence of a Committeeperson or committee member.
- 15.03 All communications relating to matters arising out of the Labour Management Committee shall be addressed and delivered to the Union Business Representative and copied to the Unit Chairperson.
- 15.04 Employee members of the Labour Management Committee shall be paid their regular hourly rate, exclusive of premiums, for the actual time spent at the meetings.

ARTICLE 16 – DESIGNATED STEWARDS

- 16.01 The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in articles dealing with Union membership, security and dues check-off.
- 16.02 The Union may appoint one Shop Steward per department and one Shop Steward in each operating location to represent the membership. In addition, any department with forty (40) or more employees shall have two (2) Stewards. The Union shall notify the Corporation in writing of the names of the Stewards and the department (or location) each represents and of any changes of personnel before the Corporation shall recognize them.
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- 16.03 It is understood that Stewards and committee members have their regular work to perform on behalf of the Corporation. If it is necessary for a Steward or committee member to attend to Union business to service a grievance during working hours, he shall not leave their work without first obtaining permission from their immediate supervisor.

ARTICLE 17 – NOTIFICATION OF EMPLOYMENT

- 17.01 The Corporation, through Management personnel, shall notify the Unit Chairperson and Business Representative of the Union in writing immediately of the engagement of any new employees and their job classification in the bargaining unit. When said employee is declared a regular employee at the end of their probationary period, the Unit Chairperson and Business Representative of the Union shall again be notified in writing immediately.
- 17.02 The Corporation will provide to the Unit Chairperson and Business Representative of the Union an updated listing of employees' addresses as required.

ARTICLE 18 – HOURS OF WORK

- 18.01 The normal hours of work for full-time office employees covered by this Agreement shall be 35 hours, Monday through Friday with the exception of office employees covered by the former CAW – St. Catharines Hydro Utility Services Inc. Collective Agreement. For those employees, the regular hours of work will be 36.25 hours.
- For 35-hour employees, the normal hours of work shall be from 8:30 a.m. to 4:30 p.m. with a 1 hour unpaid lunch period that will be assigned between 12:00 p.m. and 2:00 p.m.
- For 36.25-hour employees, the normal hours of work shall be from 8:15 a.m. to 4:30 p.m. with a 1 hour unpaid lunch period that will be assigned between 12:00 p.m. and 2:00 p.m.
- Clerk I, & II's will have their lunch period assigned, on a three month rotation, between 11:30 a.m. and 2:30 p.m. Such rotation shall be on the first Monday of every third month.
- 18.02 The normal hours of work for Day Workers (Schedule A) shall be 40 hours per week, from 7:30 a.m. to 3:30 p.m.(St. Catharines work site) or 8:00am to 4:00pm (Hamilton work site) for the first 5 days of the week, Monday to Friday, with a 25 minute paid lunch, including travel time if applicable, taken approximately in the middle of the work period, either on the job site or at the nearest appropriate Hydro building. At the Supervisor's discretion, allowances may be made to cover special circumstances.
- 18.03 The normal work week for Shift Workers shall be one of 40 hours and for the purposes of this contract shall be represented in the equivalent of 5, 8 hour shifts per week. For mutual convenience of the Corporation and Union, modified work schedules may be developed which affect the number of hours worked in any given shift. In these cases the aggregate hours worked over the duration of the schedule cycle shall be equivalent to that of an 8 hour shift schedule. Employees assigned to trouble duties shall have the option to be paid the aggregate hours at straight time rate.
- 18.04 The word Shift Workers where it appears in this Agreement is defined as employees in the Operating Department and those assigned to work as Troubleperson.
- 18.05 The normal hours of work the part-time Cleaning Staff shall be 22 hours per week spread over 5 shifts Monday to Friday. No regular shift shall exceed 5 hours. The starting and stopping times of each shift shall be established by the Corporation.
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- 18.06 The Corporation and the Union agree that changes to the hours of work in a particular department may be discussed during the duration of this Agreement. Hours of work must be mutually agreed upon by the Union and Corporation before any changes occur. The Corporation must give written notice to the Union that they wish to discuss permanent change of hours of work for any department.
- 18.07 The foregoing is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, week or otherwise.

ARTICLE 19 - OVERTIME

- 19.01 Overtime will be paid at the rate of double the employee's normal rate excluding any shift premiums, for all hours worked doing normal duties outside of their regularly scheduled hours except as noted below.
- 19.02 Distribution of Overtime: Corporation will endeavour to offer overtime as equally as practical to qualified bargaining unit employees. Each employee is expected to cooperate with the Corporation in the performance of such work unless the employee has a reason acceptable to the Corporation for declining such work. The Corporation shall not exercise this right in an arbitrary or unfair manner. Distribution of overtime will be based on parameters outlined in an appropriate Letter of Understanding.
- 19.03 (a) Overtime will not be paid for any time outside of what is considered the employees normal working hours while attending Corporation approved training courses.
- (b) Overtime will not be paid for traveling time outside the employee's normal working hours when attending Corporation approved training courses.
- 19.04 Employees on shift shall be paid a shift premium for all hours worked between 8:00 p.m. and 8:00 a.m. as follows:
- Year 1 of the contract: \$1.10 per hour
 - Year 2 of the contract: \$1.15 per hour
 - Year 3 of the contract: \$1.20 per hour.
- 19.05 Employees requested to report to work for training purposes, outside their normal work schedule shall be paid at their straight time rate. Whenever possible, Corporation will endeavour to schedule training on regular scheduled work days.
- 19.06 Covering on shift – Regular day workers asked to work shift work beyond the regular daily or weekly hours shall be given the option of taking equal time off, at a time mutually agreed upon between the employee and their supervisor, or being paid at the straight time rate of the job, provided they have been given 24 hours notice of the upcoming work. If proper notice has not been given then the first shift so worked shall be paid at the double time rate of pay.
- 19.07 There shall be no pyramiding of the premiums under this Agreement
- 19.08 In the event, that a trouble shift must be filled due to an unforeseen vacancy on day shift (Monday – Friday), the full shift will be offered to a First Class Line Maintainer. On other shifts, a regular troubleperson shall be given the first opportunity to fill the vacant shift. Only the first shift worked outside of a troubleperson's normal trouble shifts shall be paid at the appropriate overtime rate.
- 19.09 Overtime work shall be distributed to employees who normally perform the work unless it directly affects the efficient operation of the business.
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ARTICLE 20 – REST PERIODS

- 20.01 Employees will be entitled to two rest periods, each of a total of 10 minutes duration, one in the first half and one in the second half of each working day.
- 20.02 A continuous rest period of (7) seven hours is required in each twenty-four (24) hour work period and will be administered on Monday through Friday on the following basis:
- No rest period for call-out work completed on Saturday or Sunday.
 - No rest period for call-out work completed by 00:30am (7:30am-3:30pm shift)
 - No rest period for call-out work completed by 01:00am.(8:00am-4:00pm shift)
 - A rest period applies if the call-out work is completed between 00:30am and 04:30am (7:30-3:30pm shift)
 - A rest period applies if the call-out work is completed between 01:00am and 05:00am (8:00am-4:00pm shift)
 - Employees will be excused for the next regularly scheduled shift if:
 - the call out work is completed within three (3) hours of their regular start time, and
 - they have worked at least three (3) hours.
 - Employees called-out within three hours of their regular shift are assumed to have had their rest and should report for their next regularly scheduled shift.

Any portion of the rest period falling within regular hours of work will be paid for at regular rates of pay.

ARTICLE 21 – ON-CALL DUTY AND MINIMUM CALL-OUT

- 21.01 A call-out occurs when an employee who is not at work is called upon to work and where he must respond immediately to the reporting point.
- 21.02 Qualified bargaining unit employees are required to perform “on-call” duties as and when designated on a rotating basis by their department head as outlined in a mutually agreed upon separate Letter of Understanding. “On-call” duty will be scheduled as equally as practical over the year.
- 21.03 There shall be no less than two (2) employees at all times designated to perform “on-call” and trouble duties.
- 21.04 An employee called out on an emergency call-out, will be paid at the overtime rate, which will start when he reaches the reporting point.
- 21.05 A minimum of 1 ½ hours time, at the overtime rate, shall apply for overtime call-outs
- 21.06 Where an employee who is not “on-call”, is called-out on overtime, an additional ½ hours time at the overtime rate will be allowed, regardless of how long he takes to reach the reporting point.
- 21.07 Those employees as and when designated, on a rotating basis, by the department head as being ‘on-call’ shall receive:

Years 1 and 2 of the contract:

- \$240 per full week of on-call, plus \$1.95/hr for what would be normal hours of work that fall on a statutory holiday;
- for all on-call hours worked less than a full week, hours will be paid at \$1.95/hr.

Year 3 of the contract:

- \$250 per full week of on-call, plus \$2.05/hr for what would be normal hours of work that fall on a statutory holiday;
- for all on-call hours worked less than a full week, hours will be paid at \$2.05/hr.

ARTICLE 22 – DESIGNATED HOLIDAYS

22.01 The following holidays will be recognized by the Corporation:

| | |
|---------------|---------------------|
| New Years Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | ½ day Christmas Eve |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | |

In the event the municipalities of the City of Hamilton or the City of St. Catharines proclaims Heritage Day, the Corporation will add such day to the list of paid holidays as outlined in article 22.01.

- 22.02 If a holiday as specified in article 22.01 falls on a Saturday or Sunday, it shall normally be observed on the immediate adjacent Friday or Monday for Day Workers. The day chosen for this observance shall be at the sole discretion of the Corporation.
- 22.03 An employee shall not be paid for a recognized holiday if:
- (a) he fails to work on such holiday when he has been scheduled to do so, or
 - (b) he is absent without good cause in the opinion of their Supervisor, on the scheduled working day immediately preceding or following such holiday.
- 22.04 If a regular employee is required to work on any of the above recognized holidays he shall be paid at the rate of double time for all hours so worked in addition to holiday pay.
- 22.05 (a) Shift workers will observe recognized holidays in article 22.01 on the actual day.
- (b) Shift Workers will be entitled to the equivalent of 8 hours off with pay in lieu of an additional 8 hours pay, should a recognized holiday fall on their scheduled day off. Such lieu day shall be taken within the calendar year at the mutual agreement of the employee and their supervisor, or where not feasible, may be paid out.
- 22.06 Two (2) additional paid holidays per year will be available to regular employees. This holiday may be taken on such day as the employee and their supervisor mutually agree upon, following reasonable advance notice on the part of the employee.

ARTICLE 23 - VACATION

23.01 The vacation with pay schedule shall be as follows:

- (a) Employees with less than 1 years service as of June 30th in any year will be paid in accordance with the *Employment Standards Act* 1968 and the amendments thereto and the regulations established thereafter.
 - (b) Employees with 1 years service or over as of June 30th in any year shall receive 2 weeks vacation with pay during such year.
 - (c) Employees with 3 years service or over as of June 30th in any year shall receive 3 weeks vacation with pay during such year.
 - (d) Employees with 8 years service or over as of June 30th in any year shall receive 4 weeks vacation with pay during such year.
 - (e) Employees with 15 years service or over as of June 30th in any year shall receive 5 weeks vacation with pay during such year.
 - (f) Employees with 21 years service or over as of June 30th in any year shall receive 6 weeks vacation with pay during such year.
 - (g) Employees with 28 years service or over as of June 30th in any year shall receive 7 weeks vacation with pay during such year.
- 23.02 Employees entitled to additional vacation in accordance with article 23.01 (e), (f) and (g) will have the option of taking the additional days pay or the additional vacation with pay. The time at which the additional vacation with pay may be taken shall be at the discretion of the Supervisor.
- 23.03 An employee after securing approval of their supervisor may carry over up to five (5) days vacation to be taken prior to March 31st of the following year. These days to be declared before December 1st of the current year.
- 23.04 (a) Employees who are absent without pay or on sick leave for a total of more than thirty (30) working days in a calendar year shall have their vacation entitlement prorated in the following vacation year on the first four (4) weeks of vacation pay entitlement only.
- (b) Employees who are absent due to an accepted W.S.I.B. claim shall not be prorated for the initial time lost due to the claim; all subsequent absences assigned to that claim shall be part of the proration calculation. The proration calculation shall be based on 261 working days per year. Calculation of days lost for proration purposes shall be the total of days lost in the calendar year preceding the year in which the employee's vacation is taken.
- 23.05 Application of article 23.04 will exclude any employee on pregnancy or parental leave and any employee on approved Union business.
- 23.06 In the event that sickness, disability or compensable accident occurs prior to and interferes with the scheduled vacation of an employee, the vacation will be re-scheduled whenever practicable, within the calendar year. The vacation period will not be extended because of sickness or non-occupational disability incurred while on vacation.
- If prolonged disability occurs prior to an employee's vacation and makes it impossible for him to take such vacation that year, he shall be allowed his normal vacation pay.

ARTICLE 24 – SICK LEAVE

- 24.01 An employee will accumulate sick leave on a month by month basis and carry over from year to year at the rate of 1 ½ days per month provided that a Schedule A employee has worked at least 40 hours, or a Schedule B employee has worked at least 35 / 36¼ hours
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in the calendar month, excluding vacation or WSIB. As these sick days accumulate, month by month, they will be credited to this employee's "sick leave bank" and will be available to prevent loss of wages due to bona fide illness in the time at which they were accumulated, or any subsequent time.

- 24.02 Sick leave credits will be accumulated year by year with no limit to the number of days.
- 24.03 Sick leave credits shall be paid for at the straight time hourly rate of pay.
- 24.04 If a former Hamilton Hydro Inc. employee retires or leaves the service of the Corporation for reason other than discharge for just cause, ½ of their accumulated sick leave credits as of January 1 1982, to a maximum of 35 weeks, will be paid at their then current rate to the employee or to their beneficiary.
- If a former St. Catharines Hydro Utility Services Inc. employee who was hired prior to April 1, 1988 and has not accepted a buyout of vested sick leave and whose employment with the Corporation is terminated and who has five (5) years or more continuous service, he shall receive fifty per cent (50%) of their balance, up to a maximum of 130 days of their accumulated Sick Leave Pay, subject to the provisions of the Municipal Act.
- 24.06 The Corporation may grant leave of absence without pay for a maximum of 70 weeks to an employee who is sick, provided the sick leave and leave of absence do not exceed the employee's entitlement under article 4.05 (g).
- 24.06 An employee who has been absent due to sickness may be required to submit a statement from their doctor stating he is in fit condition to return to work. If the Corporation requires additional medical documentation concerning the employee's ability to return to work, then this cost shall be borne by the Corporation.
- 24.07 In the event of sickness, which prevents an employee from reporting to work, he shall be responsible for informing their supervisor without delay. The employee shall be responsible when requested for securing proof satisfactory to the Corporation to verify his illness when absent as a result of sickness, before he is eligible for sick pay.
- Preventative health care appointments which exceed three (3) hours will be counted as a sick time occurrence.
- 24.08 If an employee works elsewhere for gain during the hours he is normally employed at Horizon Utilities Corporation, that employee will be subject to dismissal.
- 24.09 An employee who successfully sues a third party for losses sustained during an absence for which sick leave credits were expended by the Corporation is required to reimburse the Corporation to the full extent of that expenditure in exchange for reinstatement of equivalent sick leave credits.

ARTICLE 25 – LEAVE OF ABSENCE

- 25.01 A request for leave of absence must be presented in writing to the Director of Human Resources at least seven (7) days in advance of the commencement of the leave of absence and such request must state the length of time required and the reason for the request.
- 25.02 When a personal leave of absence, save and except pregnancy and parental leave, exceeds forty-five (45) calendar days, the employee shall be responsible for all costs of benefits.
- 25.03 A leave of absence without pay insofar as the operation of the Corporation will permit, will be granted to duly appointed Union delegates to conventions, seminars, meetings, etc. when such leave is applied for in writing by the Union.
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- 25.04 Pregnancy and parental leaves of absence without pay will be granted as provided by the *Employment Standards Act* of Ontario. Accordingly, seniority and vacation entitlement will accrue. Regular benefits will continue to be paid by the Corporation during pregnancy and parental leaves of absence unless the employee submits to the Corporation a written notice that the employee does not intend to pay the employee's contributions, if any.
- 25.05 The Corporation agrees that if an employee is elected or appointed to any public office he may receive leave of absence with no loss of seniority providing adjustments can be made to allow such time off work to fulfill the duties of that office
- 25.06 Notwithstanding the seven days' notice mentioned in article 25.01, the Corporation may grant leave of absence without pay to an employee for personal reasons if in the opinion of the Corporation such request is genuine and valid.

ARTICLE 26 – BEREAVEMENT LEAVE

- 26.01 In the case of death occurring in the family of a regular employee, he shall be granted bereavement leave with pay for the purpose of attending the funeral and making funeral arrangements as follows:
- (a) In the case of a spouse, son or daughter bereavement leave shall be five (5) consecutive working days.
 - (b) In the case of a mother, father, sister, brother, step-mother, step-father, mother-in-law, father-in-law, son-in-law, daughter-in-law, bereavement leave shall be three (3) consecutive working days.
 - (c) In the case of a grandparent, grandparent-in-law, grandchild, brother-in-law and sister-in-law, bereavement leave shall be two (2) consecutive working days.
 - (d) Bereavement clause shall apply to common-law relationships provided the Human Resources Department has been previously notified of the relationship.
- 26.02 Bereavement leave during an employee's scheduled vacation will extend the vacation with pay by the number of qualified days. Extended vacation will be taken at a time mutually agreeable to the Corporation and the employee.
- 26.03 Bereavement leave will not be granted to employees when they are on a leave of absence, their regular days off and days off due to illness or accident. The amount of bereavement leave as shown in (a), (b) and (c) is to prevent a loss of regular wages during the normal work week and is not a guarantee for automatic time off regardless of when a death might occur. The amount of bereavement leave with pay shall not be deducted from the employee's sick pay allowance.

ARTICLE 27 – COURT DUTY

- 27.01 Employees who are required to serve jury duty or are subpoenaed as a witness in a court proceeding shall suffer no loss in their regular wages.
- 27.02 Shift workers shall not be required to work a scheduled shift during the same day that they qualify as above.
- 27.03 Employees absent for the above reasons must present proof of such service and remit to the Corporation the amount of compensation they received exclusive of mileage, meals or parking allowances.
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ARTICLE 28 – HEALTH & WELFARE PLANS

- 28.01 The Corporation agrees to pay 100% of the cost of the monthly premiums and the Employer Health Tax for each regular employee and their eligible dependants for the following health and welfare plans:
- (a) Major Medical Plan:
 - prescription drug coverage with \$8.50 cap on dispensing fee
 - semi-private hospital coverage
 - “deluxe” out of province coverage
 - smoking cessation products: \$1,000 lifetime maximum
 - orthotics: \$400 yearly maximum
 - ambulance service
 - global medical assistance
 - private duty nurse: 100% of charge; \$10,000 yearly maximum
 - (b) Vision Care:
 - Vision care for prescription glasses or contact lenses: maximum of \$350.00 every 24 months
 - This amount can be used towards laser eye surgery
 - Contact lens for special conditions: \$975 lifetime maximum
 - (c) Dental Care: equivalent to Blue Cross Dental Plan #7, Riders 1, 2, 3 (orthodontic-50% covered \$2250 lifetime max) and 4 (Crowns and Caps 50% covered; \$2000 max/year) with a yearly update of the ODA schedule. Present maximums apply.
 - (d) Physiotherapy fees not covered by Ontario Health Plan, to a maximum of \$1,500 per year.
 - (e) Chiropractor fees to a maximum of \$500 per year, subject to Letter of Understanding #12 (Massage Therapy Benefit).
 - (f) Group life insurance which provides a basic term benefit of 150% of annual wages with optional insurance available at the employee’s expense.
 - (g) Hearing aid plan maximum \$500 per individual every two years.
 - (h) Only those employees of the former St. Catharines Hydro Utility Services Inc. as of February 28, 2005 will continue to receive the Long Term Disability Plan, based on 66 2/3 percent of earnings with a monthly maximum of \$4,000.
- 28.02 Both parties agree that the employee’s share of any rebate received by the Corporation from a premium reduction under the *Employment Insurance Act* will be deemed to have been applied against other benefits.
- 28.03 Coverage shall be extended to the legal spouse and dependant children of deceased regular employees at the same level of benefit coverage as retirees. Employees hired after the signing of this contract will maintain these benefits for their legal spouse and dependants in accordance with the following:
- 6 months to 5 years service = 2 years benefits
 - 5 to 10 years service = 3 years benefits
 - 10 to 20 years service = 4 years benefits
 - 20 years and over = 5 years benefits
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- 28.04 The Corporation has the right to change carriers provided equal or improved coverage is provided with thirty (30) days prior notice to the Union.
- 28.05 The Corporation will provide employees with employee benefit booklet and all printed information related to the plan within thirty (30) days of changes to the plan.

ARTICLE 29 – PENSION PLAN

- 29.01 All eligible employees shall participate on an equally shared basis with the Corporation from date of hire, in the following pension plans:
- (a) Canada Pension Plan, and
 - (b) OMERS Basic FAE on such terms as the OMERS Board may designate.
- 29.02 It is further agreed that the terms and conditions of the OMERS pension plan are established by the OMERS Board and legislated by the Province of Ontario and are not subject to negotiations between the Union and the Corporation.

ARTICLE 30 – CLOTHING, TOOLS AND EQUIPMENT

- 30.01 A safety footwear allowance shall be paid in September of each year to all regular employees who are required to wear safety footwear as a condition of employment. Employees shall receive an allowance as follows:
- Overhead, Underground, Station Maintenance, Metering, Stores, Facilities and Mechanics shall receive an allowance of \$175.00 annually.
 - Employees in other departments required to wear safety footwear shall receive \$100.00 annually.
 - Employees who received reimbursement for safety footwear between March 1, 2005 and September 1, 2005 shall receive this allowance in September, 2006.
- 30.02 Gloves and Rainwear shall be supplied and paid for by the Corporation to those employees who, in their Supervisor's opinion, require them due to the nature of their work. Replacements will be issued when the originals are unfit and are turned in, otherwise the employee will bear the cost of replacement.
- 30.03 The Corporation shall supply the following protective clothing to employees who are required to work outdoors. These quantities are issued when new employees are hired. Clothing shall be FR orangewear with reflective safety striping unless otherwise noted.

| | Long Sleeve Work Shirt or T-Shirt | Pants (blue) | Coverall, Non-insulated | Overall, Non-insulated | Bomber Jacket or Lineman Jacket Non-insulated | Winter Parka or fleece jacket |
|---|-----------------------------------|--------------|--|------------------------|---|-------------------------------|
| Overhead, Underground & Station Maintenance | 5* | 5 | 1 Cable Splicers to be issued 1 extra coverall for lead | 2 | 2 | 1 |

| | Long Sleeve Work Shirt or T-Shirt | Pants (blue) | Coverall, Non-insulated | Overall, Non-insulated | Bomber Jacket or Lineman Jacket Non-insulated | Winter Parka or fleece jacket |
|-----------------------------|-----------------------------------|--------------|----------------------------|------------------------|---|-------------------------------|
| Meter | 5* | 3 | 0 | 0 | 1 | 1 |
| Designated System Operators | 0 | 0 | 1 | 0 | 0 | 0 |
| Stores | 0 | 0 | 0 | 0 | Employees can choose 1 (Bomber Jacket or Lineman Jacket) Orange Non-FR | |
| Engineering | 0 | 0 | 0 | 0 | | |
| Fleet & Facilities | 0 | 0 | Cleaned Coveralls provided | 0 | | |

*Four out of the five can be non-FR short sleeve t-shirts.

Fleet jacket to be FR

The Corporation shall clean all the above clothing except for shirts and pants, which will be the responsibility of the employees.

Clothing provided in article 30.03 will be replaced when the originals are unfit and are turned in; otherwise, the employee will bear the cost of the replacement.

- 30.04 Employees shall as of the date of ratification, be issued the above clothing if they have not been previously issued these items with the exception of the following:
- Employees in Overhead, Underground and Station Maintenance will be issued two pairs of pants in the first year of the contract, and the balance of their allotment for pants in year two of the contract.
 - Employees who have not previously been issued parkas or fleece jackets will be issued same in year three of the contract.

Employees are required to wear the appropriate Corporation issued clothing as required per EUSA rules.

- 30.05 The Corporation will reimburse the cost of prescription flash glasses up to a maximum of \$350 every 24 months per employee for employees who are required to wear them.
- 30.06 No employee is required to use defective equipment but is required to immediately report to the Supervisor any such defective equipment. As climbing equipment, belts, pole straps, spurs and straps become defective, they will be replaced by the Corporation and remain the property of the Corporation. All employees have a responsibility to work safely and shall adhere to the regulations as prescribed in the EUSA Rule Book or the appropriate Province of Ontario legislation, whichever offers the best protection. Failure to comply with these regulations may result in disciplinary action, provided that such action may be subject to the grievance procedure.
- 30.07 Tools and Equipment: Employees in all departments will supply their own hand tools of Corporation approved design for safety. The Corporation will replace personal tools as defined when worn out or damaged on Corporation work, where the employee shows that he has taken reasonable care and responsibility.

For mechanics employed by St. Catharines Hydro Utility Services Inc. as at February 28, 2005, it is agreed that the Corporation has previously supplied their tool allotment. These and any replacement tools will remain the property of the Corporation.

ARTICLE 31 - MEALS

- 31.01 Meal allowance in the amount of \$12.00 will be given for all approved claims. This allowance will be paid as a separate item on the employee's weekly pay.
- 31.02 Meal allowance will be paid as follows:

Call-out Overtime

- (a) If an employee reports for work less than 4 hours before the start of their regular shift, he shall receive a meal allowance. For a meal period of no more than 25 minutes, time will not be deducted while eating their meal. If he continues his regular work without returning home, he will also be supplied with a meal allowance for his regular mealtime on their shift. He shall receive his overtime rate of pay in accordance with article 19.01.
- (b) An employee called out to work shall be provided a meal break and allowance for each consecutive four (4) hours of work. Such meal will be taken at a suitable time and no time shall be deducted unless the job is complete, in which case his time shall cease when he leaves the reporting point

Other Overtime

- (c) An employee working two (2) hours or more before his regular shift shall be given a meal allowance.
- (d) An employee working three (3) hours or more after his regular shift shall be given a meal allowance and every four (4) hours thereafter.
- (e) An employee working eleven (11) hours or more on a day, which is not his regular workday, shall be given a meal allowance. This shall not apply to employees working a 12-hour shift
- (f) Time will not be deducted while eating the above meals.

ARTICLE 32 – WORKERS' COMPENSATION

- 32.01 Employees will be paid their regular wages on the first day of an on the job injury. Beyond the first day, compensation will be paid by the W.S.I.B. directly to the employee. The Corporation may advance to an employee, if requested, monies on a weekly basis to a maximum of six (6) weeks' regular pay. It is understood that any advances will be based on what the employee would have received from W.S.I.B. and are subject to availability of time in the employee's sick bank. Upon payment by W.S.I.B., reimbursement is to be made in the amount paid out from the above.
- 32.02 During an absence covered by W.S.I.B, an employee may elect to purchase the OMERS credited service, and if this election is made, the Corporation will match the OMERS contributions.
- 32.03 If an employee has been assessed by the W.S.I.B. as having a permanent partial disability and is unable to return to their regular job, the Corporation will assign this employee to another vacant position within Horizon Utilities Corporation. This assignment will be made outside of the normal job posting procedures and shall not be the subject of a grievance or arbitration. Employees so affected by this article shall be physically able to perform the work assigned and possess the minimum qualifications for the job in question.
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- 32.04 An employee who suffers an injury on the job, i.e., a compensable injury, and who is recalled to work and temporarily assigned to a job other than their regular job, will, for a period of up to 6 months, receive a rate of pay, inclusive of compensation payments, if any, equivalent to the rate of pay he was receiving at the time of their injury. After the expiration of such 6 months period he shall be paid the rate of the job to which he is temporarily assigned. In no event shall the injured employee receive from W.S.I.B. and the Corporation an amount that exceeds the employee's regular straight time weekly wages at the time of injury, unless the employee is assigned to a higher classification, at which time he will be paid the appropriate classification rate.

ARTICLE 33 – TEMPORARY ACTING CLASSIFICATION

- 33.01 Payment for “temporary acting classification, positions or supervision” will be paid as follows upon commencement of reassignment. This does not apply to emergency call-out conditions or where such transfer is made for the purpose of training or instructions. The payment to which an employee who qualifies pursuant to the provisions of this article is entitled, shall be:
- (a) If the temporary acting classification position is within the bargaining unit he shall receive his regular rate of pay or the rate of pay of that classification, whichever is greater.
 - (b) If the temporary acting classification is a Schedule “A” supervisor, he shall receive a 7.5% increase above the Lead Hand rate.
 - (c) If the temporary acting classification is a Schedule “B” supervisor, he shall receive a 15% increase.

ARTICLE 34 – INCLEMENT WEATHER

- 34.01 No time shall be lost as a result of adverse weather conditions by an employee who reports for work.
- 34.02 Where a decision is made by the lead hand on-site to cease work for health and safety reasons, this shall be communicated as soon as possible to the supervisor

ARTICLE 35 – DRIVER LICENSE

- 35.01 The Corporation will reimburse the employee only where additional costs are incurred above the cost of a normal Class G license renewal. This will apply to permanent employees who require an ‘upgraded’ permit for their job function.
- 35.02 Currently all renewal fees for drivers permits are the same. For example, a one year renewal for a Class G license is the same as a Class AZ license. Therefore, the Corporation will not reimburse employees for these drivers permit renewals. If in the future the fees change whereby the Class DZ and AZ are more costly than a Class G, then the Corporation will reimburse the employee the difference in cost between the Class G and Class DZ or AZ.
- 35.03 Additional costs such as medical fees, testing fees, etc. will be reimbursed in the amount of their actual cost.
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- 35.04 The Corporation will not reimburse probationary employees for the costs associated with upgrading from a Class G to Class DZ or AZ.
- 35.05 The Corporation will pay for test time and will provide a suitable vehicle for the test for a current employee (who is not changing job functions) who is required to upgrade a permit or who is required to be re-tested in order to renew a permit.
- 35.06 New or transferred employees who require an upgraded permit as a condition of the job will be provided a vehicle only for the necessary test. Time for the test and all costs associated with the test and initial permit will be paid by the employee. To be obtained within six months of starting.
- 35.07 The Corporation will not pay for any permit testing required due to suspensions.
- 35.08 In order to be reimbursed, employees must submit a Ministry or other bona fide receipt to the Fleet Manager.

ARTICLE 36 – DUTY TO ACCOMMODATE EMPLOYEES

- 36.01 The Corporation and the Union accept their joint duty to accommodate employees who become or are disabled and/or those who are unable to continue to work in their regular classification. The Corporation and the Union will review each case and reach agreement on the accommodating measures to be implemented. All exceptions to the seniority provisions of this Agreement must be mutually agreed to. This article does not obligate the Corporation to create a new position as an accommodating measure.
- 36.02 A doctor's certificate of disability must be submitted by the employee's doctor. The Corporation reserves the right to have the employee examined by the Corporation's doctor to confirm the disability. In the event of a disagreement, the issue shall be resolved by referral to a neutral physician who will be selected by mutual agreement between the parties. The Ontario Medical Association will be requested to supply an area physician in the given field of medicine.
- 36.03 If a job vacancy occurs which the Corporation and the Union determine an employee requiring accommodation has sufficient skill and ability to perform and can do so safely, the Corporation and the Union may mutually agree to place the employee in such job without the necessity of complying with the job posting article.
- 36.04 An employee who is being accommodated will have his/her status reviewed at least every six (6) months and updated medical opinions may be required. The employee, upon becoming fit to do so shall be returned to their pre-injury classification provided they have sufficient seniority.
- 36.05 An employee requiring accommodation shall not be required to work more hours than is within his limitations.
- 36.06 An employee can post into a position only if the job he/she wishes to bid on is within his restrictions and the employee meets the requirements of the job posting article.

ARTICLE 37 – NEW TECHNOLOGY

- 37.01 The Corporation agrees to notify the Union as far as in advance as possible before introducing significant technological changes. Employees will receive on-the-job training for new technology, the cost of which will be borne by the Corporation.
-

ARTICLE 38 – VALIDITY OF AGREEMENT

- 38.01 If the enactment of legislation or a determination by a court of final jurisdiction in a proceeding between the parties invalidates any portion of this Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms, in the same manner and with the same effect as if such invalid portion had not originally been included.

ARTICLE 39 – REPRESENTATION OF LOCAL 636, IBEW IN THE EVENT OF MERGER

- 39.01 In the event that there is a merger or amalgamation or acquisition with or of another Commission, Corporation or Corporations, in which the covered employees therein are represented by another Union, the representation rights and Collective Agreement in respect of those members and the status quo of Local 636 IBEW members shall be maintained until a final determination is made under the *Labour Relations Act* of Ontario or any successor organization as to the proper representation of the combined group.
- 39.02 Should the Corporation merge, amalgamate or combine any of its operations or functions with, or acquire another Commission, Corporation or Corporations, the Corporation agrees to give the Union as much notice as practicably possible prior to any intent by the Corporation to implement the above.

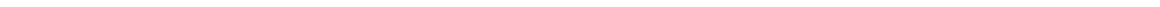
ARTICLE 40 – CLASSIFICATION & WAGES

- 40.01 The attached Schedule “A” and Schedule “B” covering job classifications and hourly rates of pay will be part of this Agreement.
- 40.02 All wages will be paid by direct deposit into employees’ bank account each Friday.
- 40.03 Employees will normally progress from minimum to maximum hourly rate of pay in accordance with the time periods set out in Schedule “B”. Progressions within each job classification are not automatic but subject to satisfactory performance.
- 40.04 In the event that an employee does not make satisfactory progress during a normal time period, that time period will be extended for a period of up to six (6) additional months during which the employee’s progress will be reviewed. If the employee makes satisfactory progress during review, the advance withheld will be granted at the end of the extended period and, in the event of continued satisfactory progress, the normal progression time periods will resume from that date. The employee whose normal advance is withheld will be given a written explanation.

ARTICLE 41 - DURATION

- 41.01 This Agreement shall become effective on the 1st day of July 2005 and shall remain in full force and effect until the 31st day of May, 2008, and shall continue to operate
-

automatically thereafter during annual periods of one year each, unless either party notifies the other in writing not less than thirty days and not more than ninety days prior to the expiration date, that a revision or discontinuance is desired.



DULY EXECUTED by the parties thereto at the City of Hamilton on November 15th 2005.

**On Behalf of Horizon Utilities
Corporation:**

On Behalf of IBEW, Local 636:

Marjorie Richards
Vice-President, Corporate Services

Domenic Murdaca
Business Representative, IBEW

Kathy Lerette
Director, Design and Construction

Ian Morris
Unit Chair

Eileen Campbell
Director, Customer Service

John Thornton
Unit Chair

Deanna Candlish
Advisor, Human Resources

Steven Abramovich
Committee Member

Norm Botts
Committee Member

Paul Bryant
Committee Member

Peter Gould
Committee Member

Dorothy Holme
Committee Member

Mark Morris
Committee Member

WAGE SCHEDULES

Schedule A

| | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|---|---------------|---------------|---------------|
| <u>Construction</u> | | | |
| Lead Hand | 33.21 | 34.21 | 35.24 |
| Troubleperson | 33.21 | 34.21 | 35.24 |
| Inspector | 30.68 | 31.60 | 32.55 |
| Line Maintainer – 1 st Class | 30.68 | 31.60 | 32.55 |
| Line Maintainer – 2 nd Class | 28.43 | 29.28 | 30.16 |
| Line Maintainer – 3 rd Class | 25.97 | 26.75 | 27.55 |
| Apprentice Line Maintainer – 3 rd 6 mos. | 23.56 | 24.27 | 25.00 |
| Apprentice Line Maintainer – 2 nd 6 mos. | 21.37 | 22.01 | 22.67 |
| Service Lineperson | 26.74 | 27.54 | 28.37 |
| Labourer | 22.31 | 22.98 | 23.67 |
| Labourer – 2 nd 6 mos. | 20.52 | 21.14 | 21.77 |
| Labourer – 1 st 6 mos. | 19.56 | 20.15 | 20.75 |
| Cable Splicer – 1 st Class | 30.68 | 31.60 | 32.55 |
| Cable Splicer – 2 nd Class | 28.43 | 29.28 | 30.16 |
| Cable Splicer – 3 rd Class | 25.97 | 26.75 | 27.55 |
| Cable Splicer – 3 rd 6 mos. | 23.56 | 24.27 | 25.00 |
| Cable Splicer 2 nd 6 mos. | 21.37 | 22.01 | 22.67 |
| Underground Duct Crew Lead Hand | 28.45 | 29.30 | 30.18 |
| Transformer Maintainer – 1 st Class | 27.88 | 28.72 | 29.58 |
| Transformer Maintainer – 2 nd Class | 25.47 | 26.23 | 27.02 |
| Transformer Maintainer – 3 rd Class | 23.11 | 23.80 | 24.51 |
| Transformer Maintainer – 1 st 6 mos. | 20.96 | 21.59 | 22.24 |
| Truck Driver – 1 st Class “A” | 25.97 | 26.75 | 27.55 |
| Truck Driver – 1 st Class “B” | 24.76 | 25.50 | 26.27 |
| Truck Driver – 2 nd Class | 24.05 | 24.77 | 25.51 |
| Truck Driver – 3 rd Class | 22.31 | 22.98 | 23.67 |
| Utility Vac Truck, 1 st Class “A” | 25.97 | 26.75 | 27.55 |
| Utility Vac Truck, 2 nd Class | 24.05 | 24.77 | 25.51 |
| Utility Vac Truck, 3 rd Class | 22.31 | 22.98 | 23.67 |
| Construction Clerk | 23.54 | 24.25 | 24.98 |

| | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|--|---------------|---------------|---------------|
| Construction Clerk, 2 nd 2 mos. | 22.33 | 23.00 | 23.69 |
| Construction Clerk, 1 st 6 mos. | 21.16 | 21.79 | 22.44 |
| Substation Maintainer – 1 st Class | 30.68 | 31.60 | 32.55 |
| Substation Maintainer – 2 nd Class | 28.42 | 29.27 | 30.15 |
| Substation Maintainer – 3 rd Class | 25.97 | 26.75 | 27.55 |
| Substation Maintainer – 3 rd 6 mos. | 23.56 | 24.27 | 25.00 |
| Substation Maintainer – 2 nd 6 mos. | 21.37 | 22.01 | 22.67 |

Metering

| | | | |
|---|-------|-------|-------|
| Meter Department Clerk | 22.31 | 22.98 | 23.67 |
| Meter Department Clerk – 2 nd 6 mos. | 20.52 | 21.14 | 21.77 |
| Meter Department Clerk – 3 rd 6 mos. | 19.56 | 20.15 | 20.75 |
| Meterperson – 1 st Class | 30.68 | 31.60 | 32.55 |
| Meterperson – 2 nd Class | 28.43 | 29.28 | 30.16 |
| Meterperson – 3 rd Class | 25.97 | 26.75 | 27.55 |
| Apprentice Meterperson 3 rd 6 mos. | 22.74 | 23.42 | 24.12 |
| Apprentice Meterperson 2 nd 6 mos. | 20.92 | 21.55 | 22.20 |
| Apprentice Meterperson 1 st 6 mos. | 19.94 | 20.54 | 21.16 |
| Meterperson Labourer | 22.31 | 22.98 | 23.67 |
| Meterperson Labourer – 2 nd 6 mos. | 20.52 | 21.14 | 21.77 |
| Meterperson Labourer – 1 st 6 mos. | 19.56 | 20.15 | 20.75 |

Operating

| | | | |
|------------------------------|-------|-------|-------|
| Operating Team Leader | 35.08 | 36.13 | 37.21 |
| Day Shift Operator | 34.15 | 35.17 | 36.23 |
| Op-1 | 32.87 | 33.86 | 34.88 |
| Op-2 | 31.61 | 32.56 | 33.54 |
| Op-3 | 28.08 | 28.92 | 29.79 |
| Op-4 | 25.54 | 26.31 | 27.10 |
| Op-4, 3 rd year | 24.27 | 25.00 | 25.75 |
| Op-4, 2 nd year | 23.30 | 24.00 | 24.72 |
| Op-4, 2 nd 6 mos. | 22.32 | 22.99 | 23.68 |
| Op-4, 1 st 6 mos. | 20.92 | 21.55 | 22.20 |

Stores

| | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> |
|--|---------------|---------------|---------------|
| Assistant Storekeeper (H) Storekeeper (SCH) | 25.65 | 26.42 | 27.21 |
| 1st Class Storekeeper | 23.15 | 23.84 | 24.56 |
| 2 nd Class Storekeeper | 22.46 | 23.13 | 23.82 |
| Storeperson – 2 nd 6 mos. | 20.52 | 21.14 | 21.77 |
| Storeperson – 1 st 6 mos. | 19.56 | 20.15 | 20.75 |
| Inventory Control Clerk | 22.31 | 22.98 | 23.67 |
| Inventory Control Clerk – 2 nd 6 mos. | 20.52 | 21.14 | 21.77 |
| Inventory Control Clerk – 1 st 6 mos. | 19.56 | 20.15 | 20.75 |

Facilities Maintenance

| | | | |
|--|-------|-------|-------|
| Lead Hand Facilities Maintainer | 28.06 | 28.90 | 29.77 |
| Lead Hand Facilities Maintainer - 2 nd 6 mos. | 26.40 | 27.19 | 28.01 |
| Lead Hand Facilities Maintainer - 1 st 6 mos. | 24.74 | 25.48 | 26.24 |
| Facilities Maintainer | 24.74 | 25.48 | 26.25 |
| Facilities Maintainer - 2 nd 6 mos. | 23.11 | 23.80 | 24.51 |
| Facilities Maintainer - 1 st 6 mos. | 21.48 | 22.12 | 22.78 |
| Cleaner (part time) | 16.94 | 17.45 | 17.97 |
| Cleaner – 2 nd 6 mos. | 16.10 | 16.58 | 17.08 |
| Cleaner – 1 st 6 mos. | 15.26 | 15.72 | 16.19 |

Fleet

| | | | |
|--|-------|-------|-------|
| Lead Hand Mechanic | 31.33 | 32.27 | 33.24 |
| Mechanic | 29.01 | 29.88 | 30.78 |
| Mechanic – 2 nd 6 mos. | 24.52 | 25.26 | 26.02 |
| Mechanic – 1 st 6 mos. | 23.05 | 23.74 | 24.45 |
| Fleet Coordinator | 23.54 | 24.25 | 24.98 |
| Fleet Coordinator – 2 nd 6 mos. | 22.33 | 23.00 | 23.69 |
| Fleet Coordinator 1 st 6 mos. | 21.16 | 21.79 | 22.44 |
| Mechanics Helper | 22.31 | 22.98 | 23.67 |
| Mechanics Helper – 2 nd 6 mos. | 20.52 | 21.14 | 21.77 |
| Mechanics Helper – 1 st 6 mos. | 19.56 | 20.15 | 20.75 |
| Fleet Clerk | 22.31 | 22.98 | 23.67 |
| Fleet Clerk – 2 nd 6 mos. | 20.52 | 21.14 | 21.77 |
| Fleet Clerk – 1 st 6 mos. | 19.56 | 20.15 | 20.75 |

Schedule B

| | Effective | Start | After 6 mos. | After 1 st year | After 2 nd year | After 3 rd year |
|---------------------------------|-----------|-------|-----------------|-------------------------------|-------------------------------|-------------------------------|
| Rates Analyst | July 1/05 | 29.72 | | 31.37 | 33.00 | 34.65 |
| | July 1/06 | 30.61 | | 32.31 | 33.99 | 35.69 |
| | July 1/07 | 31.53 | | 33.28 | 35.01 | 36.76 |
| Accounting Analyst | July 1/05 | 29.72 | | 31.37 | 33.00 | 34.65 |
| | July 1/06 | 30.61 | | 32.31 | 33.99 | 35.69 |
| | July 1/07 | 31.53 | | 33.28 | 35.01 | 36.76 |
| Engineering Technologist | July 1/05 | 29.72 | | 31.37 | 33.00 | 34.65 |
| | July 1/06 | 30.61 | | 32.31 | 33.99 | 35.69 |
| | July 1/07 | 31.53 | | 33.28 | 35.01 | 36.76 |
| Accountant | July 1/05 | 26.40 | | 28.06 | 29.72 | 31.37 |
| | July 1/06 | 27.19 | | 28.90 | 30.61 | 32.31 |
| | July 1/07 | 28.01 | | 29.77 | 31.53 | 33.28 |
| AM/FM Technician | July 1/05 | 26.40 | | 28.06 | 29.72 | 31.37 |
| | July 1/06 | 27.19 | | 28.90 | 30.61 | 32.31 |
| | July 1/07 | 28.01 | | 29.77 | 31.53 | 33.28 |
| Purchasing Assistant | July 1/05 | 26.40 | | 28.06 | 29.72 | 31.37 |
| | July 1/06 | 27.19 | | 28.90 | 30.61 | 32.31 |
| | July 1/07 | 28.01 | | 29.77 | 31.53 | 33.28 |
| Engineering Technician 1 | July 1/05 | 26.40 | | 28.06 | 29.72 | 31.37 |
| | July 1/06 | 27.19 | | 28.90 | 30.61 | 32.31 |
| | July 1/07 | 28.01 | | 29.77 | 31.53 | 33.28 |
| Senior PC Technician | July 1/05 | 26.40 | | 28.06 | 29.72 | 31.37 |
| | July 1/06 | 27.19 | | 28.90 | 30.61 | 32.31 |
| | July 1/07 | 28.01 | | 29.77 | 31.53 | 33.28 |
| Engineering Records Coordinator | July 1/05 | 23.13 | | 24.74 | 26.40 | 28.06 |
| | July 1/06 | 23.82 | | 25.48 | 27.19 | 28.90 |
| | July 1/07 | 24.53 | | 26.24 | 28.01 | 29.77 |
| PC Technician | July 1/05 | 23.13 | | 24.74 | 26.40 | 28.06 |
| | July 1/06 | 23.82 | | 25.48 | 27.19 | 28.90 |
| | July 1/07 | 24.53 | | 26.24 | 28.01 | 29.77 |
| Engineering Technician 2 | July 1/05 | 23.13 | | 24.74 | 26.40 | 28.06 |
| | July 1/06 | 23.82 | | 25.48 | 27.19 | 28.90 |
| | July 1/07 | 24.53 | | 26.24 | 28.01 | 29.77 |

| | | | | | |
|-----------------------------|-----------|-------|-------|-------|-------|
| Call Centre Coordinator | July 1/05 | 23.13 | 24.74 | 26.40 | 28.06 |
| | July 1/06 | 23.82 | 25.48 | 27.19 | 28.90 |
| | July 1/07 | 24.53 | 26.24 | 28.01 | 29.77 |
| Head Billing Clerk | July 1/05 | 23.13 | 24.74 | 26.40 | 28.06 |
| | July 1/06 | 23.82 | 25.48 | 27.19 | 28.90 |
| | July 1/07 | 24.53 | 26.24 | 28.01 | 29.77 |
| MV90 Operator | July 1/05 | 23.13 | 24.74 | 26.40 | 28.06 |
| | July 1/06 | 23.82 | 25.48 | 27.19 | 28.90 |
| | July 1/07 | 24.53 | 26.24 | 28.01 | 29.77 |
| CIS Analyst | July 1/05 | 23.13 | 24.74 | 26.40 | 28.06 |
| | July 1/06 | 23.82 | 25.48 | 27.19 | 28.90 |
| | July 1/07 | 24.53 | 26.24 | 28.01 | 29.77 |
| Engineering Draftsperson | July 1/05 | 21.48 | 23.12 | 24.74 | |
| | July 1/06 | 22.12 | 23.81 | 25.48 | |
| | July 1/07 | 22.78 | 24.52 | 26.24 | |
| Console Operator | July 1/05 | 21.48 | 23.12 | 24.74 | |
| | July 1/06 | 22.12 | 23.81 | 25.48 | |
| | July 1/07 | 22.78 | 24.52 | 26.24 | |
| General Clerk 1 | July 1/05 | 21.16 | 22.33 | 23.54 | |
| | July 1/06 | 21.79 | 23.00 | 24.25 | |
| | July 1/07 | 22.44 | 23.69 | 24.98 | |
| Stenographer | July 1/05 | 21.16 | 22.33 | 23.54 | |
| | July 1/06 | 21.79 | 23.00 | 24.25 | |
| | July 1/07 | 22.44 | 23.69 | 24.98 | |
| Sr. Customer Serv. Clerk | July 1/05 | 21.16 | 22.33 | 23.54 | |
| | July 1/06 | 21.79 | 23.00 | 24.25 | |
| | July 1/07 | 22.44 | 23.69 | 24.98 | |
| Miscellaneous Billing Clerk | July 1/05 | 20.10 | 21.23 | 22.31 | |
| | July 1/06 | 20.70 | 21.87 | 22.98 | |
| | July 1/07 | 21.32 | 22.53 | 23.67 | |
| Pre-Authorized Clerk | July 1/05 | 20.10 | 21.23 | 22.31 | |
| | July 1/06 | 20.70 | 21.87 | 22.98 | |
| | July 1/07 | 21.32 | 22.53 | 23.67 | |
| Engineering Records Clerk | July 1/05 | 20.10 | 21.23 | 22.31 | |
| | July 1/06 | 20.70 | 21.87 | 22.98 | |
| | July 1/07 | 21.32 | 22.53 | 23.67 | |
| Clerk Typist | July 1/05 | 20.10 | 21.23 | 22.31 | |
| | July 1/06 | 20.70 | 21.87 | 22.98 | |

| | | | | | | |
|------------------------|-----------|-------|-------|-------|-------|-------|
| | July 1/07 | 21.32 | | 22.53 | 23.67 | |
| Senior Cashier | July 1/05 | 20.10 | | 21.23 | 22.31 | |
| | July 1/06 | 20.70 | | 21.87 | 22.98 | |
| | July 1/07 | 21.32 | | 22.53 | 23.67 | |
| Public Relations Clerk | July 1/05 | 20.10 | | 21.23 | 22.31 | |
| | July 1/06 | 20.70 | | 21.87 | 22.98 | |
| | July 1/07 | 21.32 | | 22.53 | 23.67 | |
| Key Clerk | July 1/05 | 18.96 | | 19.99 | 21.06 | |
| | July 1/06 | 19.53 | | 20.59 | 21.69 | |
| | July 1/07 | 20.12 | | 21.21 | 22.34 | |
| Accounting Clerk | July 1/05 | 18.96 | | 19.99 | 21.06 | |
| | July 1/06 | 19.53 | | 20.59 | 21.69 | |
| | July 1/07 | 20.12 | | 21.21 | 22.34 | |
| Cashier | July 1/05 | 18.33 | | 19.35 | 20.38 | |
| | July 1/06 | 18.88 | | 19.93 | 20.99 | |
| | July 1/07 | 19.45 | | 20.53 | 21.62 | |
| Meter Support Clerk | July 1/05 | 18.33 | | 19.35 | 20.38 | |
| | July 1/06 | 18.88 | | 19.93 | 20.99 | |
| | July 1/07 | 19.45 | | 20.53 | 21.62 | |
| General Clerk II | July 1/05 | 15.26 | 16.10 | 16.94 | 17.89 | 18.82 |
| | July 1/06 | 15.72 | 16.58 | 17.45 | 18.43 | 19.38 |
| | July 1/07 | 16.19 | 17.08 | 17.97 | 18.98 | 19.96 |
| Creditron Operator | July 1/05 | 16.93 | | 17.89 | 18.82 | |
| | July 1/06 | 17.44 | | 18.43 | 19.38 | |
| | July 1/07 | 17.96 | | 18.98 | 19.96 | |
| Mail Messenger | July 1/05 | 16.93 | | 17.89 | 18.82 | |
| | July 1/06 | 17.44 | | 18.43 | 19.38 | |
| | July 1/07 | 17.96 | | 18.98 | 19.96 | |

Wage increase effective Year 1 will be applied retroactive to July 1, 2005 for all hours paid.

Employees currently earning more than these rates will have their rates red-circled until the job rate exceeds their rate of pay.

For red-circled employees who work 36.25 hours per week, when the job rate times 35 hours equals or exceeds the red circled rate times 36.25 hours, the employee will reduce his weekly hours of work from 36.25 to 35 hours per week.

Notes to Wage Schedules

Overhead

1. Relief Troubleperson shall be paid \$33.21 per hour July 1/05, and \$34.21 per hour July 1/06 and \$35.23 per hour July 1/07 for each full day on trouble as regular relief shift.
2. An Overhead Labourer hired to become a Line Maintainer will progress from "Overhead Labourer, 1st 6 months" through to "Line Maintainer, 3rd Class" within the times shown subject to the following qualifications and conditions:
 - a) An employee in "Apprentice Line Maintainer, 2nd 6 months" shall be on a trial basis only, and if the employee's performance in such category is not satisfactory, he may be dismissed.
 - b) Subject to the foregoing, an employee who does not make satisfactory progress in an Apprentice Line Maintainer category may have their advancement withheld for a period of 6 months. Should progression thereby be withheld, the Corporation shall notify the employee and give the reasons for withholding progression. A re-evaluation will be made within 6 months from the date on which progression was first withheld. If their progress is still not satisfactory, the Corporation shall have the right to dismiss them, assign them to other duties or hold them in their current position.
3. Upon the recommendation of the Supervisor, a Line Maintainer, 3rd Class will be promoted to Line Maintainer, 2nd Class.
4. A 2nd Class Line Maintainer will advance to 1st Class, following successful completion of Stage 4 of the training school, completion of industry standard hours and on the recommendation of the Supervisor.
5. Permanent Lead Hand positions shall be posted in accordance with article 5 – job posting. Those employees appointed to Lead Hand on a temporary basis shall receive the same rate as a full time Lead Hand. Where temporary appointments to the position of Lead Hand are being made, with qualifications, skill and ability to perform the job given full consideration, the employee with the greatest seniority will be given appointment.

Underground

1. An Underground Labourer hired to become a Cable Splicer, Substation Maintainer or Transformer Maintainer will progress from "Underground Labourer - 1st 6 months" to "Cable Splicer, Substation Maintainer, or Transformer Maintainer - 3rd Class" within the times shown, subject to the following qualifications and conditions:
 - a) An employee in "Cable Splicer, or Substation Maintainer — 2nd 6 months" shall be on a trial basis only, and if the employee's performance in such category is not satisfactory, he may be dismissed.
 - b) Subject to the foregoing, an employee who does not make satisfactory progress in a "Cable Splicer, Substation Maintainer or Transformer Maintainer" category may have their advancement withheld for a period of 6 months. Should progression thereby be withheld, the Corporation shall notify the employee and give the reasons for withholding progression. A re-evaluation will be made within 6 months from the date on which progression
-

was first withheld. If their progress is still not satisfactory, the Corporation shall have the right to dismiss them, assign them to other duties, or hold them in their current position.

2. Upon the recommendation of the Supervisor, a "Cable Splicer, Substation Maintainer or Transformer Maintainer - 3rd Class" will be promoted to "Cable Splicer, Substation Maintainer or Transformer Maintainer - 2nd Class".
3. Truck Driver 1st Class "A" — To receive this rate, the operator must hold a valid AZ license and Branch 2 Hoisting Certificate. With these certifications, the truck driver can drive any tractor-trailer combination and operate any attached hydraulic equipment.

Truck Driver 1st Class "B" — to receive this rate, the operator must hold a valid DZ license. The truck driver can drive any truck provided the towed vehicle is not over 4600 kg. This operator is not qualified to operate the attached hydraulic equipment unless a holder of a Branch 2 Hoisting Certificate is on site and is providing training to this truck driver.

An employee who accepts a position as a Truck Driver, will start at Truck Driver 3rd class and subject to annual satisfactory performance reviews and recommendation of the Manager, will progress from Truck Driver 3rd Class to 2nd Class to 1st Class B to 1st Class A in a period of 3 years as long as they meet the Ministry's requirements of certification and minimum operation of equipment hours.

A labourer will only receive a classification change to truck driver should they meet the above requirements and there is a direction by Corporation to temporarily transfer them to a truck driver position while operating a truck.

4. Permanent Lead Hand positions shall be posted in accordance with article 5 – job posting. Those employees appointed to Lead Hand on a temporary basis shall receive the same rate as a full time Lead Hand. Where temporary appointments to the position of Lead Hand are being made, with qualifications, skill and ability to perform the job given full consideration, the employee with the greatest seniority will be given appointment.
5. Subject to successful completion of the E.D.A. Training Program and upon recommendation of the Underground Manager, Cable Splicer, 2nd Class, Substation Maintainer, 2nd Class, or Transformer Maintainer, 2nd Class shall progress to Cable Splicer, 1st Class, Substation Maintainer, 1st class or Transformer Maintainer, 1st Class.

Meter

1. A "Meterperson, 1st 6 months" hired to become a "Meterperson" will progress from
 - a) "Meterperson, 1st 6 months" to "Meterperson, 3rd Class" within the times shown:
 - b) An employee in "Meterperson, 2nd 6 months" shall be on a trial basis only, and if the employee's performance in such category is not satisfactory, he may be dismissed.
 - c) Subject to the foregoing, an employee who does not make satisfactory progress in an inexperienced category may have their advancement withheld for a period of 6 months. Should progression thereby be withheld, the Corporation shall notify the employee and give the reasons for withholding progression. A re-evaluation will be made within 6 months from the date on which progression was first withheld. If their progress is still not satisfactory,
-

the Corporation shall have the right to dismiss them, assign them to other duties or hold them in their current position.

2. Upon recommendation of the Supervisor, a "Meterperson, 3rd Class" will be promoted to Meterperson, 2nd Class".
3. Subject to successful completion of the E.D.A. Training Program or equivalent and upon the recommendation of the Meter Department Supervisor, a Meterperson, 2nd Class shall progress to Meterperson, 1st Class.
4. The Meterperson's Labourer's hours are from 1:00 p.m. to 9:00 p.m.

Operating

1. An "OP-4, 1st 6 months" hired to become an "OP-1" will progress from OP-4" within the times shown.
 - a) An employee in "OP-4, 2nd 6 months" shall be on a trial basis only, and if the employees performance in such category is not satisfactory, he may be dismissed.
 - b) Subject to the foregoing, an employee who does not make satisfactory progress in the "OP-4" category may have their advancement withheld for a period of 6 months. Should progression thereby be withheld, the Corporation shall notify the employee and give the reasons for withholding progression. A re-evaluation will be made within 6 months from the date on which progression was first withheld. If their progress is still not satisfactory, the Corporation shall have the right to dismiss them, assign them to other duties or hold them in their current position.
2. Subject to satisfactory progress and upon the recommendation of the Supervisor, an "OP-4" will be promoted to "OP-3".
3. Subject to satisfactory progress in the Operator Development Program and upon the recommendation of the Supervisor, an "OP-3" will be promoted to "OP-2".
4.
 - a) Subject to successful completion of the E.D.A. Training Program and upon the recommendation of the Supervisor, OP-2's shall progress to OP-1's.
 - b) Appointment to the position of Team Leader of which there are up to four (4), shall be made on the recommendation of the Supervisor and successful completion of the Senior Shift Operators Supervisory Program or equivalent course as determined by the Corporation. With qualifications, skills and ability to perform the job given full consideration, the employee with the greatest seniority will be given the appointment.
5. When an OP1 relieves as the Team Leader, he is paid at the Team Leader Rate.

Stores

After 1 year service in the Stores Department and on the recommendation of the Stores Manager, an employee will advance from Storeperson to 2nd Class Storekeeper.

Schedule "B"

When an employee is promoted to a Job in a higher grade, he will be paid at the rate in the range of the new grade, which is closest to a 3% increase in the rate he was receiving in their prior classification.

When an employee posts into a vacancy in the General Clerk I classification, that employee must have completed the wage progression stages of a General Clerk II. If not he will be placed in the progression steps of the General Clerk II prior to moving to the General Clerk I wage progression.

General Clerk II's shall perform the following functions: Collection Follow-up, Solicitors Inquiries, Collection Phone Calls and Contract Follow-up. These duties will be distributed equally on a rotating basis so that employees are fully trained on each function.

Mail messengers wishing to post into the General Clerk II position will enter the position at their current rate within the classification.

All General Clerks in the Customer Services Department except General Clerk I may be required to perform customer service duties not to exceed 30% of the regular year's employment.

An employee designated as a Trainee who does not make satisfactory progress in a category may have their advancement (i.e., rate increase) withheld for a period of six months. Should progression thereby be withheld, the Corporation shall notify the employee and give the reasons therefore. The Corporation will make a re-evaluation within six months from the date at which progression was first withheld. If their progress is still not satisfactory, the Corporation shall have the right to dismiss them, assign them to other duties or hold them at their current rate.

An Engineering Technician I shall progress to the Engineering Technologist level, upon completion of a 3 year diploma course (or equivalent) in an appropriate discipline, obtainment of C. Tech. or higher designation from OACETT, and upon the recommendation of the supervisor.

**LETTER OF UNDERSTANDING #1 – TEMPORARY PAY –
SCHEDULE B**

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

RE: Temporary Pay – Schedule B

This letter of understanding will confirm our understanding in regards to payment of a temporary rate of pay to all employees in Schedule “B”.

Upon satisfactory completion of training and upon the recommendation of the Department Manager, employees shall receive the top rate of the job class they are assigned to.

On Behalf of IBEW, Local 636:

**On Behalf of Horizon Utilities
Corporation:**

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice-President, Corporate Services

LETTER OF UNDERSTANDING #2 – STEVE SHIPTON SERVICE LINEPERSON RATE

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

RE: Steve Shipton Service Lineperson Rate

As agreed during our negotiations of 1989, this letter is to advise that, for as long as Mr. Steve Shipton is in the employ of Hamilton Hydro in the position of service lineperson, he will continue to receive a premium of \$0.25 per hour over the rate specified in the Collective Agreement.

No other employee will be eligible for this rate.

On Behalf of IBEW, Local 636:

**On Behalf of Horizon Utilities
Corporation:**

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice-President, Corporate Services

LETTER OF UNDERSTANDING #3 – TEMPORARY SPECIAL ASSIGNMENTS

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

RE: Temporary Special Assignments

Corporation will endeavour to give senior employees the opportunity over junior employees to perform special assignments (not a classification in the Collective Agreement) that exceed four months in duration and occur or will occur more than twice a year. Any employee displacement to cover the incumbent must not result in a further training process, nor impact operational productivity of the department.

On Behalf of IBEW, Local 636:

On Behalf of Horizon Utilities Corporation:

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice-President, Corporate Services

LETTER OF UNDERSTANDING #4 – TROUBLEPERSON

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

RE: Troubleperson

Further discussion between Local 636 and the Corporation will take place to review the status of the Troubleperson and the future disposition of their duties.

On Behalf of IBEW, Local 636:

**On Behalf of Horizon Utilities
Corporation:**

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice President, Corporate Services

LETTER OF UNDERSTANDING #5 – RETIREE BENEFITS

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

RE: Retiree Benefits

This letter of understanding is to advise the members of Local 636, I.B.E.W. that Horizon Utilities Corporation will continue its policy of providing benefit coverage to its retired employees as noted below.

A retiree will receive benefits for life if:

- a) he was hired by Hamilton Hydro Inc. or its predecessor companies prior to October 1, 2001, and
- b) he has twenty (20) years of service with the Corporation on the date of retirement.

A retiree will receive benefits from retirement to the age of sixty-five (65) if:

- a) he was hired by Hamilton Hydro Inc. or its successor companies after October 1, 2001, and
- b) he has twenty (20) years of service with the Corporation on the date of retirement.

For employees of St. Catharines Hydro Utility Services Inc. as of February 28, 2005, the minimum requirement of twenty (20) years of service is waived. All former employees of St. Catharines Hydro Utility Services Inc. as of February 28, 2005 who retire during the term of this Agreement shall receive retiree benefits as outlined under article 14.12 of the Collective Agreement in effect April 21, 2003 until March 31, 2006 between the CAW and the St. Catharines Hydro Utility Services Inc. with the exception of the pay direct drug card.

Existing retirees of Stoney Creek, Dundas, Ancaster and St. Catharines Hydro Utility Services Inc. will continue to be covered by the existing terms and coverages they presently have.

The Corporation will provide the following “retiree” benefits to retirees and dependants as applicable at no cost:

- a) Major medical plan in effect on July 31, 1987, except removal of deductibles, \$8.50 cap on dispensing fees and removal of semi-private hospital coverage.
 - b) Vision Care maximum of \$275.00 every two years.
 - c) Hearing aid plan maximum of \$300.00 every five years
 - d) Equivalent to Blue Cross Dental Rider #1 and #2 with a yearly update of the ODA Schedule.
-

On Behalf of IBEW, Local 636:

**On Behalf of Horizon Utilities
Corporation:**

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice President, Corporate Services

LETTER OF UNDERSTANDING #6 – PRE-ARRANGED OVERTIME

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

RE: Pre-arranged Overtime

In keeping with the intent of article 19 of the Agreement, pre-arranged overtime will be balanced in the calendar year as equally as practical within the work groups dependent on classification. (i.e., Apprentice Line Maintainer, separate from Lead Hand, first class or second class Line Maintainer, Truck Driver etc.)

Pre-arranged overtime will normally be offered to employees with the least amount of pre-arranged hours worked (as noted below). Overtime, which is sometimes a continuation of a day's work or is part of a large project, which has been assigned to a specific area, may result in exceptions.

In order to monitor the above, a monthly list will be posted in each department. The overhead and underground departments will post a full employee list weekly in each service centre. This list will detail the following information:

- a) Employee name (classification and work group if possible)
- b) Running total of pre-arranged hours worked (includes pre-arranged hours declined)
- c) Running total of pre-arranged hours declined.

Definitions of Pre-Arranged Overtime

- 1) If it is decided during the day that work will continue after 4pm, this is not counted as pre-arranged overtime.
- 2) If overtime is arranged by 4pm of the previous day, it is counted as pre-arranged overtime.
- 3) Overtime list is posted every Friday (First Friday in the month for monthly lists) and employees will have one week to check and make sure their hours are correct.
- 4) Calling in sick: If someone has agreed to work on pre-arranged overtime and they call in sick, their hours will be counted as declined.
- 5) If you are scheduled for vacation on Friday or Monday before weekend work is arranged, you may still be asked to work, but if you decline, the hours will not be recorded as declined.

Cancellation of Pre-Arranged Overtime

If pre-arranged overtime is cancelled by the Corporation, an employee given notice of such work shall receive one-and-a-half (1 ½) hours' pay at the appropriate overtime rate unless

- a) he receives one (1) hour's notice of the cancellation by reason of an emergency situation such as weather, or
-

b) he receives four (4) or more hours' notice of the cancellation for any other reason.

On Behalf of IBEW, Local 636:

**On Behalf of Horizon Utilities
Corporation:**

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice President, Corporate Services

LETTER OF UNDERSTANDING #7 – EMERGENCY “ON-CALL” IN OVERHEAD & UNDERGROUND CONSTRUCTION DEPARTMENTS

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

RE: Emergency “On-Call” in Overhead and Underground Construction Departments

District and Schedule

In keeping with the intent of article 21 of the Agreement, an annual emergency on-call list will be posted in these two departments. This list will schedule the qualified staff as equally as practical for the “on-call” duties as determined by the Corporation. For the Overhead Department, the City of Hamilton will be divided into East and West and two lists set up accordingly. The Line Department of St. Catharines has one list.

In the Overhead Department, the four Line Maintainers will go “on-call” each week commencing at 16:00 Hr on each Friday, until 08:00 Hr the following Friday. Each on-call team will consist of Lead Hand or Temporary Lead Hand as part of the “on-call” team (total 2 employee’s per area). In the Underground Department two qualified people will go on-call (one lead hand) each weekend commencing at 16:00 Hr on each Friday, until 08:00 Hr the following Monday (or Tuesday on a holiday weekend). A truck driver may be added in the peak summer months or other times as necessary to work in either district.

All line staff will have equal opportunity/responsibility for “on-call” shifts subject to the availability of qualified staff. The schedule will be set up to balance the experience levels of staff in the various areas of the system.

Each employee is responsible for the coverage of their assigned shift. Substitutions are permitted subject to the notification and permission of the Department Manager.

Call-Out

In responding to emergency calls, staff assigned to “trouble duties” will respond to the call if available.

Should further assistance be required, the Operators shall call out personnel as follows:

- a) The “on-call” team will be called out first during their scheduled “on-call” duties and the week immediately following the weekend “on-call” shift for underground on-call team.
 - b) Should further help still be required, they are to call the “on-call” team in the other district if it is during their “on-call” shift for the week. If it is outside the weekend “shift” for the Underground Dept., the operators shall proceed to the employee list for that department.
-

- c) Should the “on-call” teams require additional staff, the operators will then call out other staff in that district on a rotational basis. Operating will maintain a running list of who was called last and commence calling at the name immediately following the last person called.

If an employee is missed for a call-out, he shall have the opportunity to be called out first the next time. The Corporation shall not be required to pay monetary compensation as a result of any errors made in the call-out process.

- d) Should the Operators be unsuccessful in contacting sufficient help after going through the list of qualified staff for that district, they will then contact the employees in the other district and then proceed to the employees in the “B” List.

When operators have called out 2 crews, they shall notify the on-call Supervisor for further instructions. In exceptional circumstances, the Department Manager is to be advised and may be consulted regarding calling out staff.

It is understood that it may be necessary to call in the “on-call” staff in order to handle first calls, should the work load exceed what the troublepersons are able to handle.

“B” List Employees

Staff may choose to place their name on a secondary list for call-outs which would be used only when other staff in a specific district are not available. This list will be updated twice yearly, January 2nd and July 2nd. Employees may transfer on or off this list by notifying the department manager by December 15th and June 15th each year.

All staff, including the “B” list employees will be responsible to go “on-call”.

There will be no attempt to balance “on-call” overtime.

On Behalf of IBEW, Local 636:

On Behalf of Horizon Utilities Corporation:

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice-President, Corporate Services

LETTER OF UNDERSTANDING #8 – BANKING OF OVERTIME AS LIEU TIME

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

RE: Banking of Overtime as Lieu Time

Employees will have the option of banking overtime in lieu to be taken in each calendar year, which if not taken will be paid out at the end of each calendar year. Such banking will be capped at 80 hours per calendar year. Hours withdrawn from the lieu bank may not be replenished during the calendar year.

This clause is to come into effect on January 1, 2006. All other practices will remain in force until that date.

On Behalf of IBEW, Local 636:

On Behalf of Horizon Utilities Corporation:

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice President, Corporate Services

LETTER OF UNDERSTANDING #9 – APPRENTICE COMMITMENT OF TWO YEARS

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

Re: Apprenticeship Commitment of Two Years

Recognizing the financial commitment of the Corporation in sending apprentices for training, any employee posting into the following positions and being trained by the Corporation will commit to the position for a period of two (2) years before applying to post into another position:

- Truck drivers
- Line Maintainer
- Cable Splicer
- Substation Maintainer
- Meterperson

On Behalf of IBEW, Local 636:

**On Behalf of Horizon Utilities
Corporation:**

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice President, Corporate Services

LETTER OF UNDERSTANDING #10 – AFTER HOURS CALL CENTRE REPRESENTATIVE

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

RE: After Hours Call Centre Representative

The above employees will be considered part-time employees of Hamilton Hydro Inc. working an average 25.6 hours per week in a five (5) shift cycle (shift example attached).

The rate of pay shall be:

| | |
|--------------------|--------------|
| Start | \$17.57/hr * |
| After 1st 6 months | \$18.07/hr * |
| After 12 months | \$19.50/hr * |

* This rate includes 14% in lieu of benefits and 4% in lieu of vacation pay

Health and Welfare articles outlined in the current Collective Agreement are not available to this position, including vacation with pay clauses.

These employees are not eligible for shift differential or on-call rates.

Overtime shall be paid at double the employee's normal rate of pay for all hours worked over forty (40) hours during a seven (7) day period (pay period is defined as 12:01 a.m. Tuesday to 12:00 midnight Monday or when they work beyond their regular scheduled shift).

When employees book time off for vacation or sick pay, it shall be the responsibility of the employee not scheduled to work in that pay week to replace those employees. This time shall be paid at the regular rate except if the total hours worked exceed forty (40) hours in the above-defined pay period.

Employees who work on recognized holidays shall be paid double time for all hours worked in addition to four (4) hours pay for the holiday.

These employees shall accumulate six (6) hours sick pay per month based on a normal work week of 25.6 hours in a five day work week provided they work at least 25.6 hours in the calendar month, excluding vacation or WSIB.

The hours of work and present shift arrangement may be changed by mutual consent in the future if the operation of this function changes.

The employees employed in this function shall enjoy all the other non-monetary clauses in this current Collective Agreement.

These employees will have their seniority pro-rated based on the 35-hour work week.

On Behalf of IBEW, Local 636:

**On Behalf of Horizon Utilities
Corporation:**

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice President, Corporate Services

LETTER OF UNDERSTANDING #11 – VOLUNTEERING FOR COMMUNITY EVENTS

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

RE: Volunteering for Community Events

When an employee participates in a community event which requires specific skilled trades people, they will be paid at their straight time rate or bank lieu time. When it is a volunteer situation, there will be no pay.

On Behalf of IBEW, Local 636:

On Behalf of Horizon Utilities Corporation:

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice-President, Corporate Services

LETTER OF UNDERSTANDING #12 – MASSAGE THERAPY BENEFIT

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

RE: Massage Therapy Benefit

Active employees have the option of utilizing up to \$300 per year of 28.01 e) chiropractic fees, for the services of a registered massage therapist. This benefit does not extend to spouses or dependants.

On Behalf of IBEW, Local 636:

**On Behalf of Horizon Utilities
Corporation:**

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice President, Corporate Services

LETTER OF UNDERSTANDING #13 – TEMPORARY LEAD HANDS

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

RE: Temporary Lead Hands

The senior person appointed on service trucks, excluding the lamp truck, where there is normally no permanent lead hand assigned, shall receive a premium of 25% of the difference between 1st class line maintainer and the lead hand rate for all regular hours worked on projects that do not fall into the temporary lead hand criteria. Should they fall under the criteria of the lead hand, the lead hand rate will apply.

When temporary lead hands are appointed to cover permanent lead hands, the temporary lead hands will be paid as a lead hand if they perform the duties per Corporation's criteria and will be paid for the amount of time, covering for the permanent lead hand.

On Behalf of IBEW, Local 636:

On Behalf of Horizon Utilities Corporation:

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice-President, Corporate Services

LETTER OF UNDERSTANDING #14 – TRAVEL ALLOWANCE – TEMPORARY WORK ASSIGNMENTS

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

Re: Travel Allowance – Temporary Work Assignments

All employees who regularly report to work locations in Hamilton and are temporarily re-assigned to work in St. Catharines will receive a travel allowance of twenty dollars (\$20) per day.

All employees who regularly report to work locations in St. Catharines and are temporarily re-assigned to work in Hamilton will receive a travel allowance of twenty dollars (\$20) per day.

This payment will be retroactive to March 1, 2005.*

Employees are required to report at the temporary work location at the normal start time of the temporary work location.

The Union agrees to withdraw the following grievances with prejudice:

| | |
|--|------------------------------|
| Grievance #13-05 | Kim O'Malley; |
| Grievance #15-05 | Policy; |
| Grievance #17-05 | Policy (Acc't Employees); |
| Grievance #22-05 | Policy (Eng. Employees), and |
| Any other grievances related to travel allowances. | |

On Behalf of IBEW, Local 636:

**On Behalf of Horizon Utilities
Corporation:**

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice President, Corporate Services

LETTER OF UNDERSTANDING #15 – PILOT PROJECT – PART - TIME EMPLOYEES IN CUSTOMER SERVICE

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

Re: Pilot Project – Part-time Employees in Customer Service

The Corporation and the Union will discuss a pilot project of the use of part-time employees in Customer Service. The hiring of part-time employees will not result in reduction in the current staffing levels in Customer Service.

The hiring of part-time employees shall not take place until the parties mutually agree to the terms and conditions of hiring.

On Behalf of IBEW, Local 636:

On Behalf of Horizon Utilities Corporation:

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice President, Corporate Services

LETTER OF UNDERSTANDING #16 – GAIN-SHARING PROGRAM

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

Re: Gain Sharing Program

It is agreed between the Union and the Corporation that the Corporation will initiate a Gain Sharing Program which will be implemented upon mutual ratification of this Final Offer.

The Gain Sharing Program is founded on the belief that the Corporation’s employees know their job functions best. Frontline workers are the cornerstone of a successful and productive workplace.

Horizon Utilities shall compensate all bargaining unit employees who strive for continuous improvement, with a goal of offering our customers ‘best value.’

The terms and conditions of the implementation and the continuance of the program are as follows;

1. The categories which shall be measured to determine Gain Sharing payments shall be;
 - a) Achievement of Target Zero Lost Time Incidents
 - b) Reduction in Damage to Utility Vehicles
 - c) Reduction in Short-Term Sick Days
 2. The time frame for measuring improvements in the above noted areas shall be from the date of mutual ratification of this final offer to December 31, 2005.
 3. In category a) Achievement of Target Zero Lost Time Incidents – the reward shall be a lump sum payment. In each of the two (2) categories, where improvements have been made over 2004 costs, the Corporation shall divide the financial savings on a 50/50 basis with all bargaining unit employees.
 4. The Corporation shall make all payments for this program through direct deposit. The first payment shall be made within three (3) weeks following the end of December 2005.
 5. The Union shall be provided monthly statistics on the status of the areas being measured for this program.
-

6. Continuation of the Gain Sharing program beyond December 31, 2005 shall be upon mutual agreement between the Corporation and the Union.

This Gain Sharing Program is not incorporated into this Collective Agreement directly or by reference, and is not subject to the grievance and arbitration procedures. For clarity and without limiting the generality of the foregoing, the Corporation's determination with respect to the Gain Sharing Program are solely at its' discretion. It is an express term of this Letter of Understanding that the Corporation's decisions in this regard may not be the subject of a grievance as they do not constitute differences concerning the interpretation, application, administration or alleged violation of the provisions of this agreement.

On Behalf of IBEW, Local 636:

**On Behalf of Horizon Utilities
Corporation:**

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice President, Corporate Services

LETTER OF UNDERSTANDING #17 – ADJUSTMENTS

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

All bargaining unit employees, whose work location was permanently relocated from St. Catharines to Hamilton and/or Hamilton to St. Catharines, as a result of the merger, shall receive a one-time payment of one thousand (\$1000.00) dollars.

All bargaining unit employees who did not receive the market value adjustment as outlined in the Memorandum of Settlement presented to the membership on July 20, 2005, shall receive a one-time payment of four hundred and twenty-five (\$425.00) dollars.

The above payments are subject to all statutory deductions and shall be made by the Corporation by direct deposit within two (2) weeks of the mutual ratification of this offer.

On Behalf of IBEW, Local 636:

**On Behalf of Horizon Utilities
Corporation:**

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice President, Corporate Services

LETTER OF UNDERSTANDING #18 – PAY EQUITY, EMPLOYEE RATES GRAND FATHERED AS A RESULT OF PAY EQUITY REVIEW 2004

between

Horizon Utilities Corporation

(hereinafter designated as the “Corporation”)

- and -

Local Union 636, International Brotherhood of Electrical Workers

(hereinafter designated as the “Union”)

Re: Pay Equity, Employee Rates Grand fathered as a result of Pay Equity review 2004

This letter of understanding is to confirm that the incumbents specified below will continue to be paid at the grade level listed below. Should they choose to apply and be the successful candidate in another classification, they will receive that rate of pay. The incumbents listed below will continue to receive any negotiated wage increase as well. Any new incumbents applying into these positions as of April 4, 2004, will be paid the rate of the new grade level agreed to during Pay Equity 2004.

| Classifications | Incumbent | Pay Grade |
|----------------------------|-----------------|------------------|
| Head Billing Clerk | Norma Wilson | Formerly Grade 9 |
| | Marilyn Conrad | |
| MV-90 Operator | Patricia Price | Formerly Grade 9 |
| | Marni Penny | |
| Console Operator | Dianne Graves | Formerly Grade 8 |
| Fleet Coordinator | Rita Morris | Formerly Grade 7 |
| Sr. Customer Service Clerk | Cheryl Statti | Formerly Grade 7 |
| PR/Safety Clerk | Valerie McKenna | Formerly Grade 6 |

On Behalf of IBEW, Local 636:

On Behalf of Horizon Utilities Corporation:

Domenic Murdaca
Business Representative, IBEW

Marjorie Richards
Vice President, Corporate Services
