

# COLLECTIVE AGREEMENT

BETWEEN

POWERSTREAM INC.

AND

LOCAL UNION 636

OF THE

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

April 1, 2008 – March 31, 2011



11087 (06)

**POWERSTREAM INC.  
COLLECTIVE AGREEMENT**

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## **ARTICLE 1      PURPOSE**

**1.01** The general purpose of this Agreement is to establish harmonious relations and maintain collective bargaining relations between the Employer, the Union, and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to maintain and establish wages, hours of work, and mutually satisfactory working conditions as herein provided. Both the Employer and the Union recognize a duty to act in good faith.

## **ARTICLE 2      RECOGNITION**

**2.01** The Corporation recognizes the Union as the sole and exclusive bargaining agent for all employees in the Employer save and except Supervisors, those above the rank of Supervisor, and the following exclusions:

- a) Financial Services Accountant, Financial Services Analyst, Financial Accountant, Financial Advisor, Financial Assistant, Rates Analyst;
- b) Executive Assistants;
- c) Human Resources staff, Communications staff;
- d) IS Support;
- e) Students employed for the school vacation period, students employed in a co-operative training program, and persons employed under a government-sponsored program;
- f) Temporary staff subject to limitations as set out in Article 8.01 (a).

## **ARTICLE 3      PLURAL AND FEMININE**

**3.01** Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used, where the context of the Agreement so indicates.

## **ARTICLE 4      RELATIONSHIPS**

**4.01** a) The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representatives or members because of political affiliation, or membership in

the Union or because of activity or lack of activity in the Union.

- b) New employees shall be advised of the name of their Steward, with an introduction within the first five (5) working days of employment.
- c) The Union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its Supervisory or other personnel with whom the Union may be required to transact business.

**4.02** The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Employer, except as specifically permitted by this Agreement.

**4.03** The parties acknowledge that in the interests of promoting good working relationships, any differences should be dealt with and settled at the earliest possible stage. Generally the employee will seek to resolve the issue with his Supervisor.

**4.04** Present members of the Union and all new employees as recognized in Article 2 -Recognition, who remain in the employ of the employer shall be members of the Union and remain in good standing in said Union.

## **ARTICLE 5      MANAGEMENT RIGHTS**

**5.01** The Union acknowledges and agrees that the Employer shall, subject only to the regulations governing the exercise of these rights, expressly provided and set out in this Agreement, retain all rights and authority it had prior to entering into this Agreement included but not limited to:

- a) the right to manage its business and direct its working force including the right to determine whether and to what extent any work shall be performed by its employees;
- b) the right to maintain order and efficiency in its offices and operations and to determine the methods, procedures and schedules of work and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement;

- c) the right to hire, direct, establish new positions, transfer, promote, train and develop, determine the standards and evaluate performance, demote, lay-off or otherwise suspend, discipline or discharge any employee for just cause;
- d) the right generally to manage the operation and undertaking of the Employer and without restricting the generality of the foregoing to select, install and require operation of any equipment, plant and machinery which the Employer in its discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Employer:
- e) the right to decide on the number of employees needed by the Employer for the efficient operation of any equipment or plant, and for the carrying out of any undertaking by the Employer;
- f) the right to terminate probationary employees at any time during the probationary period for any reason not contrary to law.

## **ARTICLE 6 DUES**

- 6.01** Employees, including probationary employees, covered by this Agreement, shall have deducted their regular Union dues from their pay beginning in the first full pay period of employment.
- 6.02** Amounts so deducted shall be forwarded to the Financial Secretary of the Union by the fifteenth (15<sup>th</sup>) day of each calendar month following the month of deduction along with an alphabetical list of the names of employees from whom the deductions have been made. It is agreed that the Union may request a breakdown from the Employer outlining how the Union dues were calculated.
- 6.03** Any changes in the amount of dues shall be submitted in writing by the Union to the Employer, thirty (30) days before such changes are put into effect.
- 6.04** In consideration of the deduction and forwarding service by the Employer, the Union agrees to indemnify and save harmless the Employer against any claim or liability arising out of or resulting from the collection and forwarding of the regular monthly dues.



- 6.05** The amount of Union dues paid by each member during the year shall be indicated on the Income Tax forms (T4) issued for that year by the Employer.
- 6.06** Employees covered by this Agreement shall receive copies of this Agreement, and a list of Representatives and Stewards, provided by the Employer as soon as practical following time of hire.

## **ARTICLE 7      NEGOTIATIONS**

- 7.01** The Union Bargaining Committee will be composed of the Chair/two (2) Co-chairs and four (4) other members of the Local and the Business Representative and/or an alternate Representative of the Union.
- 7.02** Members of the Bargaining Committee who are employees of Powerstream Inc. shall continue to receive regular pay for up to a total of twenty-four (24) days for negotiation and conciliation or as extended by mutual agreement. This only applies to the representatives from the Unit.

## **ARTICLE 8      EMPLOYEE CATEGORIES**

- 8.01** Temporary Employees
- a) Temporary employees are persons hired for periods of limited duration with the intent of continuous employment not to exceed six (6) months. An extension may be granted with the consent of the Union. Temporary employees shall not accumulate Employer service credit or seniority nor shall they be entitled to any of the benefits, rights and privileges accruing to full-time and part-time employees, nor shall they have recourse to the Grievance/ Arbitration procedure.
- Note:** Temporary employees are defined as employees hired directly onto payroll by the Employer.
- b) Notwithstanding Article (a), the Employer agrees to post internally for all Pregnancy/ Parental leaves of greater than six (6) months, in accordance with Article 10.01 (b) prior to hiring externally.
- c) Notwithstanding Article (a) the Employer agrees to

post internally for all Sick leaves or LTD leaves that are reasonably expected to exceed six (6) months, as verified by a medical doctor's note, in accordance with Article 10.01 (b) prior to hiring externally.

- d) If a temporary employee wishes to discuss a complaint with his immediate Supervisor, he may do so.
- e) The Employer will notify the Union in writing of the following:
  - i) the reason for the temporary position;
  - ii) the general nature of the major duties to be performed;
  - iii) confirmation that the rate to be paid to the Employee is within the contract range of the Collective Agreement for the temporary position;
  - iv) the expected duration.

**Note:** Temporary employees not hired through an agency and are employed on a temporary basis beyond six (6) months, are required to pay Union dues as per the Local Union 636, IBEW Bylaws.

## **8.02** Probationary Employees

- a) Probationary employees are persons hired on a trial basis of six (6) months in order to determine their suitability for employment as a regular employee. After successful completion of the probationary period, written confirmation of regular status will be given to the probationary employee and the most recent date of hiring shall be established as the employment commencement date. During this period of probation, the probationary employee shall not be considered as having regular status. The service of probationary employees may be terminated by the Employer at any time during the Probationary period for any reason not contrary to law.
- b) During their probationary period, probationary employees will be given a monthly performance evaluation in writing, to advise of their progress and/or lack of expected performance.

**8.03**    Permanent Full-Time Employees

Permanent full-time employees are persons who have successfully completed the probationary period and have been granted regular status with the Employer who work full-time hours. Where the word “employee” is used through this Agreement, it shall mean “permanent full-time employee” unless specifically stated otherwise.

**8.04**    Permanent Part-Time Employees

Permanent part-time employees are persons who have successfully completed the probationary period and have been granted part-time status with the Employer and who work not more than twenty-four (24) hours per week.

**ARTICLE 9    SENIORITY**

**9.01**    Seniority Lists

The Employer shall maintain full-time and part-time seniority lists that include department position, including employees on extended leave of absence, showing the date upon which each employee commenced employment in the Bargaining Unit. Up-to-date seniority lists, together with a list of employees on recall, shall be given to the Unit Chairpersons twice a year in January and July. Part-time union seniority shall begin to accrue at time of ratification.

**9.02**    Loss of Seniority

Seniority rights and employment shall be terminated if an employee:

- a) resigns;
- b) is discharged and is not reinstated;
- c) is laid off for a period of more than twenty-four (24) consecutive calendar months;
- d) is absent from work without permission for three (3) consecutive working days unless an explanation in writing satisfactory to the Employer is given by the employee within ten (10) working days of the start of such an absence: This is not intended to penalize an Employee who is unable to contact the Employer because of a serious accident or injury;

- e) fails to return to work upon termination of an authorized leave of absence unless a reason in writing satisfactory to the Employer is given, or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- f) fails to return to work within seven (7) working days after being recalled from layoff by notice sent by registered mail unless an explanation in writing satisfactory to the Employer is given by the employee;
- g) is absent from work due to illness or disability, which absence continues more than thirty-six (36) months, except in cases of Workers' Compensation which shall be in accordance with Article 9.02(h);
- h) while in receipt of Workers' Compensation benefits from the Workplace Safety and Insurance Board and has concluded the period of re-employment obligation as established by Section 41(7) of the Workplace Safety and Insurance Act, 1997, provided that such absence is not less than forty-eight (48) months from the date of the injury;
- i) retires or reaches age sixty-five (65) or such other normal retirement age in compliance with applicable legislation in Ontario.

**9.03** Employer Service Credit

An employee shall have his Union seniority and Employer Service Credit frozen and there shall be a pro-ration of vacation and recognized holidays on the basis of time worked when an employee is on leave of absence without pay for a period exceeding thirty (30) calendar days as per article 29.01.

**Note:** Employer Service Credit is defined as time employed by the Employer. Union seniority is defined as time employed as a bargaining unit employee.

**9.04** When a bargaining unit member accepts a temporary non union position, their bargaining unit seniority shall be frozen until they return as a bargaining unit member. This term shall be for not longer than one (1) year. They shall be required to continue to pay union dues during this time period in order to maintain eligibility to return to the bargaining unit.

## **ARTICLE 10   JOB POSTINGS**

### **10.01** a) Permanent Position

The Employer shall give the Unit Co-chairs an advanced copy of any bargaining unit job posting twenty-four (24) hours before posting and shall post a notice of vacancy on the bulletin board, with its rate of pay, for a period of seven (7) working days, to give present Employees an opportunity to apply for this position. An employee on an approved sick leave or vacation for the entire posting period will be allowed a further five (5) working days to apply. Furthermore, qualified internal applicants will be interviewed for the vacancy and given first opportunity to fill the vacancies before any external applicants are considered.

### b) Temporary Position Posting

Where a vacancy exists within the bargaining unit exceeding six (6) months or longer in duration the Employer shall post the temporary vacancy to allow internal applicants to apply in writing and be given the first opportunity to post into the job. The successful qualified applicant will be awarded the job as per Article 10.03. In the event an internal applicant is successful, a second posting will be required with the same terms as the first position.

**10.02** Any newly created job position or job classification shall be negotiated with the Union and become part of this agreement once the pay rate has been determined by the parties.

**10.03** In all appointments and promotions, the Employer shall select the best candidate to fill the vacancy based upon qualifications as the governing factor. Where qualifications are equal, seniority in the bargaining unit will govern.

For the purposes of this Article, qualifications refer to necessary training, experience, and competencies required for the position as outlined in the position description.

See also Letter of Understanding 4.

**10.04** Within seven (7) calendar days of the date of the ap-

pointment to a vacant position, the name of the successful applicant shall be sent to the Union co-chairs, and a copy posted on bulletin boards.

**10.05** Trial Period

An employee who was the successful applicant will be subject to a three (3) month trial period.

During the trial period, employees will be given a monthly performance evaluation in writing, to advise of their progress and/or lack of expected performance. After successful completion of the trial period, written confirmation will be given to the employee.

During this trial period, the employer may revert the employee to his former position at his former rate without loss of seniority. In such case related job changes will be reversed.

During the initial four (4) weeks of the trial period an employee may request to return to his former position. With the consent of the Employer the employee will revert to his former position at his former rate without loss of seniority. In such case, related job changes will be reversed.

**ARTICLE 11 LAYOFF AND RECALL**

**11.01** Notice to Union

In the event of a layoff the Employer will:

- a) Provide the Union with written notice of layoff at least seven (7) calendar days prior to notifying the employees to be laid off.
- b) Meet with the Union through the Labour/Management Committee. This meeting shall occur within the seven (7) day notice period to review the following:
  - i) the reason causing the layoff;
  - ii) the level of service of the Employer after the layoff;
  - iii) advise the Union of the position affected and the names of the employees to be laid off.
- c) Employee shall have no less than thirty (30) calendar days written notice of the layoff.

### **11.02 Layoff Procedure**

- a) It is the intent of the Employer and the Union to consider all avenues prior to lay-offs. Consequently, wherever practical, the Employer will terminate contractors, agency staff, temporary employees, persons hired under a government-sponsored program and students, performing bargaining-unit work, prior to laying off any employees.
- b) In the event of a layoff, the following procedure will be followed:
  - i) probationary employees will be laid off first; then
  - ii) part-time employees in the reverse order of their bargaining unit seniority and cannot bump full-time employees; then
  - iii) full-time employees in the reverse order of their bargaining unit seniority.
- c) It is understood that the remaining employees as outlined above, must have the ability to perform the normal requirements of the remaining jobs. Re-training will be provided as deemed reasonable by the Employer subject to Clause 11.02 (d) below.
- d) An employee placed into a new position as a result of the layoff and/or recall process shall be provided with a training and familiarization period of up to thirty (30) working days.

### **11.03 Bumping Process**

An employee who has received written notice of layoff shall elect to either:

- a) accept the layoff; or
- b) displace an employee who has lesser bargaining unit seniority in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification.
- c) this process shall be repeated at each lower classification by the affected employee(s) until all such employee(s) have been placed into jobs or laid off.

### **11.04 Employee Notice to Human Resources**

Such election shall be in writing and filed with the Hu-

man Resources Department within forty-eight (48) hours of receipt of the layoff notice. This election shall be final.

**11.05** Recall

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided that they have the ability to perform the work before such an opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. In determining the ability of an employee to perform the work for the purpose of the paragraphs above, the Employer shall not act in an unreasonable manner.

**11.06** An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within twenty-four (24) months of being recalled as per Article 9.02 (c).

**11.07** No new employees shall be hired into a bargaining unit position until all those laid off have been given the opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

**11.08** Notice of recall shall be by registered mail in accordance with Article 9.02 (f) addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

**11.09** Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such a temporary vacancy shall not be required to accept such a recall and may instead remain on layoff.

**11.10** No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one (1) or more part-time employees.



### **11.11 Benefits on Layoff**

In the event of a layoff of an employee, the Employer will continue to pay its share of the insured benefits premium for up to three (3) months while the employee is on layoff.

## **ARTICLE 12 NO STRIKES OR LOCKOUT**

**12.01** There shall be no strikes or lockouts as defined in the Ontario Labour Relations Act during the terms of this Agreement. In accordance with this request, the Union and Employees agree to make every reasonable effort to perform their duties in the event of secondary picketing. It shall be the responsibility of the Employer to ensure the safety of the Employee.

## **ARTICLE 13 INVESTIGATIONS**

**13.01** A Union steward will have reasonable time to investigate Union members' concerns regarding the implementation and/or interpretation of the Collective Agreement during working hours provided that they have the authorization of the department Supervisor. In obtaining such authorization, the Union steward shall state his/her destination to the immediate Supervisor, and report to the Supervisor at the time of his/her return to work.

**13.02** When the Employer schedules a meeting or conducts an investigation that could reasonably be anticipated to lead to discipline to an employee, the Union steward will be present and the Unit Co-chair will be notified in advance of the meeting. Prior to the imposition of discipline, the Union steward will be allowed to interview the employee.

**13.03** In accordance with this understanding, Union stewards dealing with employees' grievances during their regular hours of work shall not suffer any loss of pay.

## **ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE**

**14.01** The Employer will recognize a Grievance Committee composed of the Unit Co-chairs and one (1) Steward.

**14.02** Any difference of opinion regarding the interpretation, application, or administration of the terms of this agree-

ment, shall be considered a fit matter for the grievance procedure.

### **STEP 1**

An employee shall first give his immediate Supervisor an opportunity to adjust his complaint within three (3) working days after the circumstances giving rise to the complaint have occurred. The employee may request the assistance of his Steward during those discussions with his immediate Supervisor. Grievances shall be in writing for Step 2 and Step 3 and must cite the grievous act or, specific provision(s) of the agreement, which is claimed to have been violated and the redress sought. Grievances must be filed within fifteen (15) working days of the alleged violation and shall be dealt with in the following manner:

### **STEP 2**

A Steward shall first take the matter up with the Supervisor/Manager; who will respond within five (5) working days. Failing settlement at this stage, the Union steward may immediately proceed to Step 3 within an additional five (5) working days.

### **STEP 3**

A Grievance Committee with a representative of the Union may take the matter up with the Director of the Department and Human Resources. The Director of the Department will respond within ten (10) working days. Failing settlement at this stage, the matter may then be referred at any time within an additional fourteen (14) working days to arbitration as set out in Article 14.04.

Step 2 and Step 3 decision to be in writing.

- 14.03** A policy or group grievance pertaining to the interpretation, administration or application of this agreement may be initiated at Step 3 as applicable.
- 14.04** It is agreed that all differences of opinion relating to the interpretation, application or administration of this Agreement, which cannot be settled after exhausting the grievance procedure, will be settled by arbitration as defined in the appropriate section of the Ontario Labour Relations Act.

- 14.05** An Arbitrator shall not have the power to add or to subtract from or change the provisions of this Collective Agreement or to make any decision inconsistent with the provisions of this Collective Agreement.
- 14.06** The Union and the Employer shall each pay one-half of the expenses and remuneration of the Arbitrator and shall each bear the expenses incurred in presenting their case.
- 14.07** The time limit fixed in both the grievance and arbitration procedure must be adhered to but may be extended in writing by consent of both parties to this agreement.
- 14.08** As an alternative to arbitration both parties may agree to utilize the services of a grievance settlement officer on a 50/50 cost-sharing basis.

## **ARTICLE 15 DISCHARGE/ SUSPENSION CASES**

- 15.01** A claim by an employee that he has been unjustly discharged or suspended beyond ten (10) working days shall be treated as a grievance if written statement of such grievance is lodged with the Employer at Step No. 3 within five (5) working days after the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:
- a) confirming the Employer's action in dismissing or suspending the employee;
  - b) reinstating the employee with payment to him for such time lost due to the discharge or suspension at his regular rate for pay for his normally scheduled work for such period less any amounts of money earned by the employee during such period;
  - c) by any other arrangement which may be deemed just and equitable.
- 15.02** The Employer agrees to continue to pay the health and dental benefits for the grievor during a suspension and/or termination until the earlier of six (6) months, a mutually satisfactory resolution has been achieved or an arbitration award has been issued.

**ARTICLE 16 DISCIPLINARY RECORDS**

- 16.01** All written warnings and disciplinary letters will be removed from the employee's file after twenty-four (24) months of the last recorded disciplinary action not remotely related. Written warnings not involving suspension will be removed from the file after twelve (12) months of the last recorded disciplinary action.
- 16.02** All members of Local 636, IBEW shall have access to their own personnel file, permission to be arranged through their immediate Supervisor.
- 16.03** An Employee may request copies of any material contained in his personnel file.

**ARTICLE 17 LABOUR/MANAGEMENT COMMITTEE**

- 17.01** The Employer and the Union will form a committee that will meet at least quarterly according to a schedule prepared by Human Resources to discuss items of mutual interest except grievances.
- 17.02** The Committee shall be comprised of normally up to four (4) members of the Union and normally up to four (4) representatives of the Employer. The Business Representative from Local Union 636, IBEW shall have the right to attend all Labour/Management Committee meetings.
- 17.03** Either party may submit specific topics for discussion to Human Resources for inclusion on the agenda up to twenty-four (24) hours prior to the meeting.
- 17.04** Either party can call a meeting of the Labour/Management Committee by submitting an agenda to the other party seven (7) days in advance of the meeting date.
- 17.05** Committee members shall receive their normal straight time wage rate for all hours spent during the employees regularly scheduled hours of work in Labour/Management Committee meetings.

**ARTICLE 18 HARASSMENT**

- 18.01** The parties agree that there will be no intimidation, discrimination, interference, restraint, harassment or coercion exercised or practiced by them, or by any of their representatives with respect to any employee by

reason of Union membership or activity or by reasons covered by the Human Rights Code (Ontario) including but not limited to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status or same sex partnership status, family status or disability.

## **ARTICLE 19 HOURS OF WORK**

**19.01** This section provides the basis of establishing work schedules and for the calculation of payment of overtime but shall not be read or construed as a guarantee of hours of work per day or week or guarantee of days of work per week.

### **19.02 Hours of Work – Inside Employees**

The normal work week of all office and clerical employees (see Appendix A which refers to employees) shall be thirty-five (35) hours per week, consisting of five (5) days of seven (7) hours, not before 07:30 hours and not later than 18:00 hours, Monday to Friday inclusive, with one (1) hour for an unpaid lunch between 12:00 and 14:00 hours. The core hours shall be 08:00 hours to 16:30 hours. Hours worked outside of those hours shall be by mutual agreement.

The normal work week of all technical employees (see Appendix A which refers to employees) shall be thirty-seven and one-half (37 ½) hours per week, consisting of five (5) days of seven and one-half (7 ½) hours, not before 07:30 hours and not later than 18:00 hours, Monday to Friday inclusive, with one-half (1/2) hour for an unpaid lunch between 12:00 and 14:00 hours. The core hours shall be 07:30 hours to 16:30 hours. Hours worked outside of those hours shall be by mutual agreement.

### **19.03 Hours of Work – Outside Employees**

The normal workweek of all outside employees (see Appendix A which refers to employees in this group) shall be forty (40) hours per week, Monday to Friday, consisting of five (5) days of eight (8) hours, excluding lunch periods.

Notwithstanding the above, the normal work week of employees in the Lines department shall be forty (40)

hours per week, four (4) consecutive days of ten (10) hours at regular pay, excluding lunch periods.

**19.04** Furthermore, the Employer is prepared to assess the possibility of extending this provision to the other departments (Metering, Stores) whose staff, or portions thereof, have previously had access to this provision. More specifically, the Employer will, if requested by a majority of the staff in the relevant department, implement the ten (10) hour shifts on a six (6) month trial basis. At the conclusion of the trial period, the Employer will meet with the Union to share the results of the trial period and discuss the possibility of extending the provisions on the same basis as provided in the Lines department.

**19.05** The hours of work for Outside employees shall be between 06:30 hours and 17:30 hours. A one-half (1/2) hour unpaid meal break shall be between 11:30 hours and 14:00 hours unless otherwise mutually agreed arrangements are made between the employee and immediate Supervisor that do not unduly interfere with the efficient operation of the job. Hours worked outside of those hours shall be by mutual agreement. Lunches are to be taken at the job-site.

**19.06** Break Periods

There will be two (2) fifteen (15) minute break periods allowed, one (1) in the forenoon, and one (1) in the afternoon. Break periods are to be taken at the job site.

**19.07** Time off

For calculation purposes, all sick leave and vacation shall be calculated in hours, and one (1) day equals eight (8) hours, while one (1) week equals forty (40) hours. Therefore, any employee who takes leave working a ten (10) hour day shall have ten (10) hours of vacation or sick time deducted from his credits. Employees working the compressed work week that are scheduled off on a recognized holiday will receive ten (10) hours pay or time off in lieu.

**NOTE:** No lieu time provisions in the Collective Agreement and any lieu time accumulated will be paid out.

## **ARTICLE 20 REST PERIODS**

- 20.01** An employee on overtime is not expected to remain at work longer than he can perform his duties safely and efficiently. No employee may make election to remain at work more than sixteen (16) hours in a twenty-four (24) hour period.
- 20.02** No employee shall remain at work continuously for more than sixteen (16) hours and a period of at least eight (8) hours must elapse before the employee is recalled for further work.
- 20.03** In the event an employee remains at work continuously for sixteen (16) hours he shall be paid straight time pay for the scheduled shift hours not worked in his regular working day.
- 20.04** If an employee works an accumulative six (6) hours of overtime prior to the start of his regular shift, he shall be entitled eight (8) hours paid rest period. The employees shall be required to return to work once the rest period has been completed if required.
- 20.05** An employee on overtime for a minimum of six (6) hours terminating between two and one-half (2 ½) and six and one-half (6 ½) hours preceding his regular starting time is entitled to half (1/2) a shift paid rest period.
- 20.06** An employee on overtime for a minimum of four (4) hours terminating less than two and one-half (2 ½) hours preceding his regular starting time will have the option of working the first half (1/2) of the shift and then going home. (Half (1/2) a shift paid rest period).

## **ARTICLE 21 OVERTIME**

### **21.01 Overtime**

- a) It is acknowledged that from time to time it may be necessary for employees to perform work outside of the normal schedule at all hours of the day or night and The Employer has the right to authorize such work as required. Overtime work will be divided as equally as practicable among employees regularly performing the work to be done.
- b) All work performed beyond the Employee's normal hours of work, as outlined in regular hours of work,

shall be considered as overtime and shall be paid at the rate of two (2) times the Employee's normal straight time wage rate.

**21.02** Scheduled Overtime

- a) All time worked by employees beyond the normal work day, or work week, or on a holiday, shall be considered as overtime. Such time will be referred to as scheduled overtime if notice is given to the employee before the end of normal hours on the preceding working day. The Employer will maintain a log of scheduled overtime performed by each employee, and post it for inspection by an employee, and will attempt to balance such overtime among employees regularly performing such work.
- b) In the case of scheduled overtime, if the arrangement is cancelled after an employee has reported to work or has been given notice less than two (2) hours before he is scheduled to report to work for the overtime work, such employee shall be paid for two (2) hours at the appropriate overtime rate.

**21.03** Unscheduled Overtime

An employee who is called to work unscheduled overtime shall be paid from the time the call is received for minimum of two (2) hours at the appropriate overtime rate. It is understood, however, that not more than two (2) minimum time calls shall be paid to one (1) employee on any calendar day, and that for subsequent calls payment will be made only for hours actually worked. Overlapping of minimum calls is not permitted.

Notwithstanding the above an employee called to work unscheduled overtime that is not expected to commence immediately will be paid the lesser of sixty (60) minutes or actual travel time required to report to duty.

**21.04** Accumulation of Overtime

- a) Employees may decide to accumulate overtime earnings in preference to normal payout for delayed payout during the first eleven (11) months of a calendar year. It is the responsibility of the employee to advise their supervisor of their choice.
- b) Employees will be allowed to bank overtime hours up to a maximum of eighty (80) hours.



- 21.05** Requests for payout of accumulated overtime earnings shall be submitted in writing with not less than five (5) working days notice. Such requests may be accompanied by a request for a leave of absence, in which case the advance notice required will be ten (10) working days. For Outside Workers, such leave of absence must be taken in blocks of forty (40) hours. For Inside Workers, such leave of absence must be taken in blocks of seven (7) or seven and one-half (7 ½) hours. Such time off will not create any overtime for other employees. The Employer will endeavour to accommodate such requests for leave.
- 21.06** Any, or all, accumulated overtime earnings not previously scheduled for payment on record at December 1st in each year, will be paid to the employee concerned on the regular pay day nearest to December 15<sup>th</sup>.

## **ARTICLE 22    SHIFTS**

### **22.01    Shift Premium**

The hourly shift premium for those employees scheduled to start work between the hours of 12:00 and 21:00 will be:

April 1, 2008      \$1.00 per hour

The hourly shift premium for those employees scheduled to start work between the hours of 21:00 and 7:00 will be:

April 1, 2008      \$1.20 per hour

No shift premium shall be paid for any hours to which overtime premium applies.

### **22.02    Shift Schedule**

It is mutually agreed that if the Employer introduces additional shifts the issue of hours of work will be negotiated with the Union.

### **22.03    Shift Staffing**

No employee shall be required to work a shift schedule against their wishes when other qualified employees are willing to perform the required work. If the numbers willing to work the shift are insufficient the shift work will be assigned in reverse seniority among the other qualified employees.

**22.04 Trouble Crew Shift**

The normal work week for Employee's on day and afternoon trouble shift will be forty (40) hours per week, Monday to Friday, consisting of four (4) ten (10) hour days as follows:

Day Shift will consist of ten (10) hours between the hours of 06:30 and 16:30 including one-half (1/2) hour paid lunch to be taken at the job site. Afternoon shift will be 14:00 to 24:00 including one-half (1/2) hour paid lunch at the job site.

**Article 23 ON-CALL**

**23.01 On-Call Schedule**

The Employer agrees to post "On-Call" schedules as far in advance as possible, with it posted by November 30<sup>th</sup>, indicating the employees normally scheduled for duty on weekly rotation. It is agreed that employees may voluntarily exchange duty schedules, provided that such exchanges are submitted in writing to the departmental Supervisor before the scheduled on-call duty. "On-Call" duty shall commence Wednesday at normal quitting time and cease the following Wednesday at normal quitting time.

**23.02 On-Call Response**

When on "On-Call", the employee must remain in contact with the Control Room and when he receives a call, will have sixty (60) minutes to respond and arrive at the site and/or service centre. It is the employee's responsibility to ensure that the Employer supplied telephone, radio and paging system are in good working order at all times. It is understood that under normal working circumstances, the employee must contact the System Controller within ten (10) minutes of receiving a call.

**23.03 On-Call Rates**

For the term of this agreement "On-Call Duty" will be as follows:

Effective April 1, 2008, "On-Call Duty" will be paid \$185.00 per week, plus \$35.00 for each Statutory Holiday.

Effective April 1, 2009, "On-Call Duty" will be paid \$190.00 per week, plus \$35.00 for each Statutory Holiday.

Effective April 1, 2010, "On-Call Duty" will be paid \$195.00 per week, plus \$35.00 for each Statutory Holiday.

**23.04 On-Call Responsibility**

Employees who receive "On-Call" payment are responsible for ensuring that all call-outs are responded to in accordance with these clauses. It is understood and agreed that the Employer, in addition to any further action it deems advisable, has no obligation to pay "On-Call" pay where the employee "On-Call" was not readily available for work.

**23.05 On-Call Vehicle**

A corporate owned vehicle may be supplied to employees when "On-Call" at the discretion of the Director, or designate.

**ARTICLE 24 MEAL ALLOWANCE**

**24.01** An employee who is required to work overtime for one and one-half (1 ½) hours or more immediately prior to, or after, the normal work day, or prior to, or after, a scheduled overtime of eight (8) hours, shall be paid a meal allowance of \$11.00, and shall be allowed one-half (1/2) hour of paid overtime, within three (3) hours of commencing the unscheduled overtime, to obtain a meal. If this meal falls within the normal working hours, the rate shall be the regular hourly rate. If otherwise, the appropriate overtime rate will apply. Meal allowance of equal amount and mealtime under the same conditions will be allowed after each four (4) hours worked of consecutive unscheduled overtime.

Effective April 1, 2009, Meal Allowance will be increased to \$11.50

Effective April 1, 2010, Meal Allowance will be increased to \$12.00

**24.02** During winter months (Eastern Standard Time), Line Crews working away from Hydro property, or other Outside employees who are required to work away from Hydro property during their full shift, shall be paid a meal allowance.

**ARTICLE 25 RELIEF IN HIGHER CLASSIFICATION**

- 25.01** The assignment of relief is an Employer right and increased duties must be assigned, not assumed.
- 25.02** When an employee relieves in a higher grade for a period of one-half (1/2) day or more during normal working hours, he is to receive a ten percent (10%) wage increase over his normal hourly rate for all straight time hours worked in that higher classification. The employee providing relief will not be paid more than the person being relieved. In general there will be no compounding of premiums paid as it relates to relief pay and overtime, except where an employee is being paid relief during normal hours and the work continues into overtime hours.
- 25.03** When a Union employee is designated by the Employer to relieve in a Supervisory position outside the bargaining unit, he shall be paid at a rate of ten percent (10%) above his normal straight time wage rate.
- 25.04** When a Union employee is required to relieve for The Employer, they shall be chosen from qualified bargaining unit employees within that department.

**ARTICLE 26 System Controllers**

**26.01 Hours of Work**

- a) Hours of work are consecutive with lunch consumed on Employer time.
- b) Hours of work for Learner System Controllers will be determined by the Employer. Learner System Controllers may be assigned to any shifts. When a Learner System Controller is assigned to a shift for training purposes, the minimum duration on that shift shall be seven (7) days.
- c) Normal hours of work for the various shifts shall be as follows:
  - For Twelve Hour shifts: 07:00 hrs. – 19:00 hrs.  
19:00 hrs. – 07:00 hrs.
  - For Eight hour shifts: 07:00 hrs – 15:00 hrs.  
15:00 hrs. – 23:00 hrs.  
23:00 hrs. – 07:00 hrs.

Planner/Co-coordinator: 07:30 hrs. – 16:00 hrs. \*\*

\*\*Terms with respect to implementation (not the hours) to be discussed in a Labour/Management Committee Meeting prior to implementation.

In addition, the Employer may schedule 10-hours shifts, as mutually agreed at a Labour/Management Committee Meeting.

## **26.02 Overtime – as per arrangements agreed in the Collective Agreement**

- a) All work performed outside or beyond a System Controller's regularly scheduled shift.
- b) The Employer reserves the right to determine the need for overtime and will attempt to distribute overtime on an equitable basis.
- c) Accumulation of Overtime:

Notwithstanding Article 21.04 – 'Accumulation of Overtime', the Employer will endeavour to grant such requests for leave taking into account operational requirements, vacation scheduling, and shall not incur overtime. A minimum of one (1) full shift shall be taken. This may be waived during the transition period.

**Note:** Meal allowance as per Collective Agreement.

## **26.03 Shift Schedule/On-call Rotation**

- a) Formulation of Shift Schedule/On-Call Rotation

The Employer and Union shall mutually formulate all new master schedules and On-Call rotations based on coverage and parameters determined by the Employer.

This master schedule will be posted no later than November 30<sup>th</sup> each year. This schedule will cover the entire calendar year.

If more than one schedule is formulated that meets the parameters of the Employer, then the System Controllers will have the opportunity to vote on their preference. In the event a tie vote occurs, the Employer shall cast the tie-breaking vote.

b) Weekly Hours of Work

Weekly hours of work will average forty (40) hours and in-cycle time balance (weekly accumulation or deficiency) will zero out at the end of each cycle.

c) On-Call Qualifications

On-call duties will be assigned by The Employer to all qualified System Controllers.

**26.04 Shift Change**

a) Master Schedule

The Employer shall provide six (6) weeks notice prior to implementing any changes or alterations to the master schedule by the Employer. Approved scheduled vacation shall not be changed to accommodate the change in the master schedule, unless by mutual agreement.

b) Training Purposes

Changes to a System Controllers schedule for training purposes may be implemented with two (2) weeks notice to the affected employee(s), or some shorter period of time with the consent of the affected employee(s). These changes shall only affect employee(s) that are being trained.

c) Relief Notice

The Relief System Controller(s) shift may be changed by the Employer given five (5) calendar days notice.

**26.05 Relief System Controller**

Any newly hired System Controller will be considered hired as a Relief System Controller and will perform this function when they are considered competent and authorized to perform regular shift duties.

This does not preclude a System Controller in *Appendix C* from volunteering to perform as Relief System Controller for the upcoming proposed twelve (12) month schedule provided the master schedule is not changed as a result.

If a System Controller, listed in *Appendix C* wishes to

assume the Relief Controller role for the upcoming year, the following provisions shall apply:

- a) he must indicate his preference prior to the formulation of the upcoming year schedule;
- b) it is only for the upcoming calendar year:
- c) this volunteer may opt to go back to the rotational complement at the end of the calendar year and will continue to be exempt as outlined in *Appendix C*. This return preference must be indicated prior to the formulation of the upcoming year schedule.

#### **26.06 Statutory Holidays**

For pay purposes, the System Controllers shall observe the statutory holidays on the calendar date on which it falls.

The Employer will determine the staffing levels required for coverage on the statutory and declared holidays.

Statutory and declared holiday pay will be computed on the basis of a number of hours that the employee would otherwise work had there been no holiday at his regular straight time rate of pay.

System Controllers working on statutory holidays shall be paid at overtime rate in addition to the regular days pay. System Controllers not scheduled to work on the statutory holiday shall be entitled to ten (10) hours of "statutory accumulated time". For clarification purposes, "statutory accumulated time" shall mean ten (10) hours paid time off or ten (10) hours pay. "Statutory accumulated time" taken shall not incur overtime.

This may be waived during the transition period.

#### **26.07 Gratuitous Time-Off**

If the hours of operation of the business are shortened on a particular day for any other reason deemed by The Employer, the normally scheduled designated System Controller will remain at the workstation. The Employer reserves the right to determine additional releasing of manpower.

When gratuitous time off is granted by the Employer, only those System Controllers working on a shift that

calendar day shall be granted time off. Any System Controller not permitted to leave his post shall be paid for the hours worked during the gratuitous time off period at their straight wage rate in addition to their normal pay, or may be accumulated as per 26.02 (iii). For the purposes of this article, the gratuitous time off period shall be defined as the difference between when the office is closed and the end of normal business hours.

If a special recognition full day off is granted, it shall be deemed to have eight (8) hours. It will be treated as above; however, the System Controller will be entitled to eight (8) hours off as will System Controllers on a scheduled day off.

### **26.08 Trading of Shifts**

Employees may agree to trade their regularly scheduled shifts with each other, provided the following conditions are met:

- a) the trading of shifts cannot result in any employee working more than sixty (60) hours in any seven (7) day period;
- b) With approval of the Supervisor, qualified employees may trade shifts provided notice is submitted, in writing, to the Supervisor and signed by both affected employees twenty-four (24) hours in advance of the requested shift change. Every attempt will be made to accommodate the shift trade.

### **26.09 Premiums**

- a) Shift Turnover – 1%
- b) Rotational Shift Worker Premiums
  - Evening Premium – 5% (hours worked Monday to Friday 1500 to 2300 hours)
  - Night Premium – 10% (hours worked Monday to Friday 2300 to 0700 hours)
  - Weekend Premium – 25% (all hours worked Friday 2300 to Sunday 2300)

These shift premiums apply to the normal hourly rate for the actual hours worked on regularly



scheduled shifts only and do not apply to overtime shifts, sick time or vacation time.

Bereavement Leave – Collective Agreement contract language.

Sick Time – as per general Collective Agreement language.

Filling of any future senior positions will be based on the needs and requirements as deemed by the Employer, as well as meeting the competencies outlined in the job description.

The parties agree that the current criteria used to elevate the System Controllers to the Senior System Controller role shall continue and be relied upon for future candidates.

## **26.10 Vacation**

In order for the Employer to effectively schedule vacation requests for the upcoming year, requests will be slotted by seniority if submitted by February 28<sup>th</sup>. Requests after this date will be processed on a first come, first serve basis. Every reasonable effort shall be made to accommodate a System Controller's vacation request providing operational needs and that manpower requirements are met.

## **ARTICLE 27 RECOGNIZED HOLIDAYS**

**27.01** A permanent full-time and probationary employee will be entitled to payment of his normal straight time wage rate for the following recognized holidays. The employee is required to work the full scheduled shift, which immediately precedes and the full scheduled shift which immediately follows such holidays. Employees who are on a paid leave of absence as specified in Article 29 or is absent due to bona fide illness or injury will receive this entitlement.

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
2 Floater Days	

and all other holidays proclaimed by the Province of Ontario.

- 27.02** When any of the above holidays fall on a Saturday or Sunday either the preceding Friday or the following Monday, based on agreement between the Union and the Employer by December 1<sup>st</sup>, of the preceding year, at the discretion of the Employer, shall be declared a holiday with pay.
- 27.03** If a recognized holiday is observed or falls during an employee's vacation period, the day will be paid for as a holiday with the vacation day taken at a time agreed to by the Employer.
- 27.04** Arrangements for an employee to take his floater day must be discussed and agreed upon by the employee's Supervisor. Reasonable advance notice must be given to the Employer when arranging floater days. Floaters must be taken as half or whole days. During the first year of employment only, anyone starting after July 1<sup>st</sup> is entitled to one floater and anyone starting after September 1<sup>st</sup> will not be entitled to any floaters.
- 27.05** If an employee terminates his employment with the Employer prior to May 1<sup>st</sup> in any calendar year, he will not be entitled to any floater days. If an employee terminates his employment prior to August 1<sup>st</sup> in any calendar year, he will be entitled to only one (1) floater day.
- 27.06** Holiday pay will be computed on the basis of the number of hours that the employee would otherwise have worked up to a maximum of ten (10) hours per recognized holiday.
- 27.07** Part-time Employees  
The part-time employees shall be paid an entitlement for statutory holidays as per Article 27.01 as per the formula in the Employment Standards Act.

## **ARTICLE 28 VACATIONS**

- 28.01** The vacation year commences January 1<sup>st</sup> and ends December 31<sup>st</sup>. New employees hired during the year will receive one (1) day per month to a maximum of ten (10) days; entitlement is based from their hire date to the end of that year (December 31<sup>st</sup>). Normal entitlement will begin January 1<sup>st</sup> following their hire date.

**28.02** Employees shall be entitled to vacation with pay on the following basis in the calendar year in which they complete:

After 2 yrs	15 paid days
After 8 yrs	20 paid days
After 14 yrs	25 paid days
After 21 yrs	26 paid days
After 22 yrs	27 paid days
After 23 yrs	28 paid days
After 24 yrs	29 paid days
After 25 yrs	30 paid days
After 26 yrs	31 paid days
After 27 yrs	32 paid days

**28.03** An employee, to qualify for consideration of his request for preferred vacation in accordance with his bargaining unit seniority standing, must notify the Employer in writing on or before March 1<sup>st</sup> of each year.

**28.04** It is not the Employer's intention to state when an employee is to take his annual vacation, but in the event an excessive number of employees request their vacation on coinciding dates, the Employer reserves the right to require the employee with lesser seniority to pick an alternative period. Notwithstanding, the Employer shall endeavour to allow an employee to take at least two (2) weeks of his total vacation entitlement during the months of July and August.

**28.05** The Employer shall confirm or reject said request consistent with seniority, not later than March 15<sup>th</sup>.

**28.06** Vacations shall not be cumulative and shall be taken in the calendar year in which they are earned.

**28.07** Notwithstanding the above, employees may carry over five (5) days vacation provided such request is received in writing by the Supervisor and are used by February 28<sup>th</sup> of the following year.

**28.08** If a recognized holiday falls during an employee's vacation, an extra day will be allotted in lieu of the holiday, provided said holiday falls within the employee's scheduled day of work if not on vacation.

- 28.09** Where an employee falls ill prior to normal quitting time on the work day preceding his vacation, he will be characterized as an employee absent due to illness. Any adjustments made to scheduled vacations must be mutually agreed upon.
- 28.10** Where an employee falls ill after normal quitting time on the work day preceding his vacation, or on any day during his vacation, he will be regarded as being on vacation. Notwithstanding, if an employee is hospitalized while on vacation, and provides the Employer with appropriate documentation, such time will revert to sick leave. Upon return to work, the employee shall be credited with vacation to be used at a future date, mutually agreed upon.
- 28.11** When an employee terminates employment any over advance of vacation will be deducted from his final pay.
- 28.12** If an employee dies, his estate shall be credited with value of vacation credits owing in accordance with the terms of the Collective Agreement and any over advance will be forgiven.
- 28.13** If an employee who is laid off and has been advanced vacation entitlements they shall not be required to reimburse the Employer for the advancement.

## **ARTICLE 29 LEAVE OF ABSENCE**

### **29.01 Personal Leave**

The Employer may in its discretion grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests of such leave of absence shall be in writing as far in advance as practicable, and the Employer agrees to confirm, or deny, the request for such leave as soon as practicable.

### **29.02 Bereavement Leave**

- a) An employee will be allowed five (5) consecutive calendar working days or shifts leave of absence from work at normal straight time wage rate in the event of the death of his parents, parents-in-law, brother, sister, spouse (to include common law

spouse and same sex partner), children or grandchildren. In the event of the death of an employee's grandparents the leave will be three (3) consecutive calendar working days or shifts.

- b) Such leave shall be for the purpose of making arrangements for and/or attending the funeral. Only that portion of the said days that would otherwise have been regular time worked will be paid. This leave may be extended at the discretion of the Director.
- c) An employee will be allowed up to one (1) calendar day or shift Leave of Absence from work at normal straight time wage rate in the event of the death of a relative other than those specified in 29.02 (a) above. The leave shall be for the purpose of attending the funeral. In extenuating circumstances, the Director may approve an extension to the foregoing.
- d) Up to one (1) day leave with pay to attend the funeral of an employee, conditional on operational needs, as determined by the Employer.

### **29.03 Leave for Union Business**

The Employer agrees to grant leave of absence with pay and without loss of seniority for Union business to employees selected by the Union. Such leave(s) will be granted upon reasonable notice (five (5) working days in advance) to the Employer and insofar as the regular operation of the department will permit. The Union will reimburse the Employer the employee's normal rate of pay plus normal statutory benefits.

### **29.04 Pregnancy Leave**

Upon at least two (2) weeks written notice to the Employer, and provision of a Certificate from a legally qualified medical practitioner stating the expected birth date, a pregnant employee will be granted seventeen (17) weeks pregnancy leave without pay.

### **29.05 Parental Leave**

Unpaid Parental Leave of up to thirty-seven (37) weeks will be granted to employees who have completed thirteen (13) weeks employment upon at least two (2)

weeks notice to the Employer. The Parental Leave for a female employee who has taken Pregnancy Leave must commence immediately following the expiration of her Pregnancy Leave.

For all other employees, Parental Leave must begin no more than thirty-five (35) weeks after:

- i) the birth of the child; or,
- ii) the child comes into the care and custody of the parent.

**29.06 The following provisions apply to Parental and Pregnancy Leave:**

- (a) Effective September 1, 2008 an employee who is on pregnancy leave and who has applied for and is in receipt of Employment Insurance maternity benefits shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The benefit shall be equivalent to the difference between sixty-five (65%) of the employee's normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. The supplement shall commence following completion of the two (2) week Employment Insurance waiting period and following receipt of proof satisfactory to the Employer that the employee will be in receipt of Employment Insurance maternity benefits.
- (b) Effective September 1, 2008 an employee who is on parental leave and who has applied for and is in receipt of Employment Insurance parental benefits shall be paid a supplemental unemployment benefit for a period not exceeding thirty-five (35) weeks. The benefit shall be equivalent to the difference between sixty-five (65%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. The benefit shall commence following completion of the two (2) week Employment Insurance waiting period and following receipt of proof satisfactory to the Employer that the employee will be in receipt of Employment Insurance Parental benefits.
- (c) For the purposes of Articles 29.06 (a) and (b), the

employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours.

- (d) Receipt of the benefit detailed in Articles 29.06 (a) and (b) is further conditional on:
  - i) the employee having been permanently employed for at least twelve (12) consecutive months prior to the date of the commencement of the approved leave; and,
  - ii) the employee agreeing in writing that they will return to work at the conclusion of the leave and will remain an active employee for not less than six (6) months after returning to work. If the employee fails to do so, the employee acknowledges indebtedness to the Employer for the full amount received under this provision.

**29.07** Except as provided for in Sections 29.02 and 29.06, any employee who is absent from work under any provision for leave of absence shall be allowed to participate in benefit plans as provided for in this Agreement for a period not exceeding six (6) calendar months, provided that after the first three (3) calendar months he pays to the Employer, at not more than monthly intervals, the full cost of such plans. The Employer shall pay the full cost of the plans for the first three (3) calendar months.

Notwithstanding the above, the continuation of Health, Dental and Life Benefits during such leaves is subject to approval by the insurer. Long Term Disability coverage will immediately cease during any personal leaves and will be reinstated upon return to active duty.

**ARTICLE 30 JURY DUTY**

**30.01** An employee required to serve as juror, or subpoenaed as witness, shall receive his regular rate of pay, excluding any premiums, for time so served, provided that the employee furnishes the Employer with a Certificate of Service for that time signed by the Clerk of the Court.

## **ARTICLE 31 SICKNESS AND INJURY**

### **31.01 Purpose**

The purpose of the plan is to provide employees with pay continuity and job security during periods of sickness or injury.

### **31.02 The Plan**

The Employer agrees to maintain the plan that provides coverage during periods of sickness or injury as follows:

Short Term Coverage – periods up to eighty-five (85) consecutive working days.

Long Term Coverage – periods in excess of eighty-five (85) consecutive working days.

### **31.03 Short Term Coverage**

Benefits in the short term for each occurrence of sickness or injury are:

- a) employees with less than one (1) year's service – fifteen (15) working days at regular pay and the balance at seventy-five (75%) of regular pay;
- b) employees with more than one (1) but less than two (2) years' service – thirty (30) working days at regular pay, balance at seventy-five (75%) of regular pay;
- c) employees with more than two (2) but less than three (3) years' service – forty-five (45) working days at regular pay, balance at seventy-five (75%) of regular pay;
- d) employees with more than three (3) but less than four (4) years' service – sixty (60) working days at regular pay, balance at seventy-five (75%) of regular pay;
- e) employees with more than four (4) years' service – eighty-five (85) working days at regular pay.

The Employer shall have the right, at any time, to have an employee who is claiming sick pay produce a Doctor's certification of illness. The cost of the Doctor's certification of illness is at the expense of the Employer.



In order to receive payment for sick time, the employee must report the illness directly to his immediate Supervisor prior to the starting time on the day that the illness occurs.

**31.04 Family Days**

In the case of illness of an employee's child or spouse, or parent, when no one at home other than the employee can provide for the needs of the ill person, the employee may, after notifying their Supervisor, use up to a maximum of two (2) days per calendar year of their sick days for such paid leave.

**31.05 Existing Sick Leave Bank**

Employees currently employed with an accumulated sick leave program (one and one-half (1%) days per month) will be entitled to utilize these banks to complement the Short Term Disability Plan outlined above in the following manner:

- a) sick leave banks as of date of ratification will be reduced by eighty-five (85) days;
- b) sick leave banks after adjustment will be frozen;
- c) adjusted Sick leave banks can be utilized after all the benefits of the Short Term Disability Plan have been exhausted and prior to LTD coverage.
- d) there is no utilization of the sick leave banks for reasons other than outlined above.

**31.06 Medical Appointments**

Employees will make every effort to schedule medical and dental appointments outside their normal work hours. In the event it is not possible to do so, employees will make every effort to schedule such appointments at the beginning or end of their normal hours of work.

Notwithstanding the above, employees will provide as much advance notice as possible to their immediate Supervisor of the date and time of the appointment, and may use up to two hours to attend to a personal medical or dental appointment. The immediate Supervisor will keep a record of such absences, up to a maximum of eight hours per calendar year. When the

total time used by the employee in one calendar year exceeds eight hours, the excess shall be recorded as sick time.

**31.07 Long Term Coverage**

Benefits in the long term are those provided under the Group Disability Plan and begin after the eighty-fifth (85) working day.

The Long Term Coverage will provide seventy-five (75%) of normal earning up to a maximum as provided under the Group Disability Plan (\$6,000 per month and payable to age 65).

**31.08 General Conditions of Coverage**

- a) After the eighty-fifth (85) day, an Employee shall cease to accrue Employer service credit and any vacation or recognized holiday shall be paid and prorated only on the basis of time worked.
- b) For a period of time not to exceed twenty-four (24) months from the first day on approved Long Term Disability, the employee shall be eligible to return to the same position classification if capable of performing the required work. If unable to perform the required work, the employee shall be considered for any current vacancies that he is qualified to perform subject to the provisions of Article 10.03.
- c) The Employer shall continue to pay, for a period of time not to exceed twenty-four (24) months from the first day on approved Long Term Disability, the premiums for benefits in Article 32.01 of this Agreement.
- d) After thirty-six (36) months, an Employee shall cease to accrue seniority
- e) In consideration of the benefits granted by the Employer, the Employees agree to make no claim against savings in E.I. premiums resulting from the Sickness and Injury Plan.

**ARTICLE 32 HEALTH BENEFITS**

**32.01** The Employer agrees during the time of this Agreement to maintain coverage at the Employer's cost for eligible employees, benefits listed below.

- 1) Basic **medical** protection through the Employer Health Tax
- 2) **Life Insurance** 200% of annual salary, (maximum \$600,000 when combined with optional employee life)
- 3) **Dental:** 2008 ODA rates (effective April 1, 2008)  
2009 ODA rates  
(effective January 1, 2009)  
2010 ODA rates  
(effective January 1, 2010)

**Preventative & Maintenance** Recall exams of every six (6) months

**Major restorative** including porcelain crowns, caps and inlays at 60% of the applicable schedules to an annual maximum of \$2,000

**Orthodontic** – \$3,000. Lifetime maximum, 50% coverage of expense; no age limit

- 4) **Visioncare** – \$325.00 per 24 month period  
(effective April 1, 2008)  
– \$80.00 per 24 months for  
Eye Examination
- 5) **Laser Eye Surgery** – the Employer agrees to pay 50% towards the cost of Laser Eye Surgery to a maximum of \$1,500 upon submission of original receipts, and upon execution of the completed official claim form.

The following conditions apply for an employee's claim to be deemed eligible:

- a) further vision care claims will not be eligible until the customary vision care entitlements have been absorbed;
- b) proof of decreased visual acuity must be submitted to be eligible for any corrective eyewear or contact lenses cost reimbursement after the \$1,500.00 has been absorbed;
- c) the insurance carrier's determination of whether visual acuity has deteriorated will be based on submission of medical information by the employee.

- 6) **Pay Direct Drug Card** – \$10.00 maximum dispensing fee.
- 7) **Paramedical Services**  
\$500.00 per calendar year for each of the following:
  - Acupuncturists
  - Chiroprodists or Podiatrists
  - Chiropractors – \$15/visit for the first 15 visits then 100%
  - Masseurs
  - Naturopaths
  - Osteopaths  
\$1,000.00 per calendar year for each of the following:
  - Psychologist or Social Worker
  - Speech Therapist
- 8) **Physiotherapists** – \$4,000.00 per calendar year effective April 1, 2008 with supporting medical certificate.
- 9) **Hearing Aids** – \$500.00 every 2 years effective April 1, 2005

**32.02** Prior to any change in the health benefits coverage provided by the Employer to any equivalent coverage, consultation with the Union will be undertaken, to ensure continuity and extent of coverage. This is to ensure that the level of benefits shall remain at the same level as currently provided for by the current provider.

The Employer may periodically review the coverage provided by the current carrier. The Union will be invited to participate in such reviews, however, the decision to change carriers rests with the Employer.

**32.03** An employee, receiving benefits from the Workers' Safety and Insurance Board for illness or injury arising out of duties of their job, shall also receive an additional payment from the Employer for up to twenty-four (24) months which, when combined with the compensation payments, will bring the total equivalent net payments from the two (2) sources to 100% of the employee's normal wage.

**32.04** i) Existing retirees, as of date of signing of the Col-

lective Agreement, will retain their retiree benefit coverage according to the plan at their respective former utility.

- ii) Current active employees, as of date of signing of the Collective Agreement, who have twelve (12) or more years of consecutive service with their former utility will be eligible for the full retiree benefit coverage (pre-65 early retiree coverage and post-65 coverage) according to the plan at their respective former utility.
- iii) Current active employees, as of date of the Collective Agreement, who have less than twelve (12) years of consecutive service with their former utility, and all new employees, will not be entitled to retiree benefit coverage.

### **ARTICLE 33 PAY PRACTICES**

**33.01** The Parties agree that during the life of this Collective Agreement, direct deposit will be continued and weekly pay periods will be maintained. Weekly deposits will be made on Friday of each week covering the seven (7) day period ending the prior Friday.

### **ARTICLE 34 PROGRESSIONS**

- 34.01** New employees will normally start at the Probation rate, and will progress to the "balance of the 1<sup>st</sup> year" rate on satisfactory completion of six (6) months probation. Hiring date will be the anniversary for subsequent progress within a classification or as established by later appointments.
- 34.02** Performance Reports will be made monthly during the Probation period, and progression within the classification will be automatic unless an unfavourable Performance Report is made, and a copy filed with the Union and with the employee concerned at least one (1) month before the progression date.
- 34.03** Changes in rate of pay will become effective at the beginning pay period nearest to the related Anniversary. Existing classifications shall not be eliminated without prior agreement with Union.

## **ARTICLE 35 TRAINING COURSES**

- 35.01** The Employer may determine that employees require additional knowledge and/or skill. The Employer may provide the necessary facilities and instruction to enable such employees as designated by the Employer, to acquire the additional knowledge and/or skill at no loss in wages, and during this training period the Employer will compensate such employees for any travel and/or meal expense. The Employer can choose to have Employee(s) use a designated corporate owned vehicle to attend said training. If employee declines use of corporate owned vehicle, they will not be eligible for travel expense coverage. Mileage will be paid at the Employer's approved rate from the lesser of the location where the employee would normally report or the employee's place of personal residence if a corporate owned vehicle cannot be made available.
- 35.02** When the employer requires employees to attend courses for durations longer than a full day, as determined by the Employer, accommodations may be made available based on single occupancy.

## **ARTICLE 36 LICENSES AND PROFESSIONAL FEES**

Employees who are required by the Employer to renew the following memberships will have the cost of such renewals reimbursed by the Employer:

- a) O.A.C.E.T.T.
- b) Purchasing Management Association
- c) Certified General Accountant
- d) Certified Management Accountant
- e) AZ/DZ Drivers license to include exam fees and medicals.
- f) Vehicle Mechanics license(s)
- g) Trades Certificates

## **ARTICLE 37 BULLETIN BOARDS**

- 37.01** The Employer will provide bulletin boards encased in glass complete with a locking mechanism in main areas and smaller boards for other areas designated

by the Union and Employer for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the local Union.

### **ARTICLE 38 PERSONAL PROTECTION EQUIPMENT (PPE)**

**38.01** The Employer agrees during the term of the Agreement to provide certain Personal Protection Equipment (PPE) to employees covered by this Agreement on the basis set out in Appendix "B" attached hereto. It is understood that such clothing shall remain the property of the Employer, and shall be worn by employees only while on duty.

**38.02** Employees must return such clothing on termination of employment, or where replacement is requested.

**38.03** Employees that are required to wear approved safety footwear to perform their normal duties will be reimbursed up to a value of \$170.00 for safety footwear per calendar year for all employees under Appendix "B" as specified by the Employer.

Effective April 1, 2009, Boot Allowance will be increased to \$175.00

Effective April 1, 2010, Boot Allowance will be increased to \$180.00

**Note:** For System Controllers and Design Technicians, reimbursement will be every two (2) years.

Replacement will be on the basis of proven need.

#### **38.04 Safety Eyewear**

Employees that are required to wear eye protection to perform their normal duties will be provided with safety eyewear, clear and tinted. Effective September 1, 2008 where prescription lenses are required, as certified by a prescription, the Employer shall specify the designated supplier of the eyewear manufactured from an appropriate standard of safety glass, and frames. The Joint Health and Safety Committee will be responsible to ensure an effective transition of this service, and will report to the Labour Management Committee by no

later than thirty (30) days prior to the effective date, as stated above.

- 38.05** The Employer shall supply all tools and equipment necessary to carry out the work involved in maintaining service. Equipment shall include insulated/un-insulated rubber boots or galoshes, rubber gloves, fire retardant rainwear, leather gloves, hard hats, hearing protection and all other Personal Protective Equipment.
- 38.06** Safety clothing and/or appropriate equipment, as approved by the Health & Safety Officer, shall be supplied for all Health & Safety Committee members who need to inspect in areas that require safety equipment.

### **ARTICLE 39 SAFETY**

- 39.01** A Safety Committee shall be established as set out in the Occupational Health and Safety Act. The number of the Committee members shall be determined as five (5) Union employees and five (5) from the Employer and shall meet on a bi-monthly basis.
- 39.02** The Joint Health and Safety Committee shall operate in accordance with the Occupational Health & Safety Act.
- 39.03** Every employee covered by this Agreement shall be issued with the current rule book issued by the Electrical Utilities Safety Association of Ontario covering safe work practices. In all operations the general rules and regulations therein shall be strictly adhered to.
- 39.04** Inclement Weather  
Inside work shall be provided for those Employees who usually work outside during inclement weather and the decision as to when such weather conditions exist, rests with the Employer.

### **ARTICLE 40 TECHNOLOGICAL CHANGE**

- 40.01** The Employer agrees to notify the Union as far in advance as possible before introducing any technological changes which affect the bargaining unit employees.
- 40.02** Employees (with the basic knowledge and willingness to be trained) will be afforded the opportunity to keep current with new methods, and new technology af-



fecting their work and job security, through on-the-job training, the cost of which will be assumed by the Employer.

## **ARTICLE 41      MERGERS AND AMALGAMATION**

- 41.01** In the event that there is a merger with another Utility, Company or Companies, in which the 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.
- 41.02** Should the Employer merge, amalgamate or combine its operations with another Utility, Company or Companies, the Employer agrees to give the Union as much notice as practically possible prior to implementing such change.

## **ARTICLE 42      CONTRACTING OUT/ PURCHASED SERVICES**

- 42.01** The Employer and the Union will meet every six (6) months to have meaningful discussion regarding the performance of peak and/or intermittent work for the Employer. The Employer will provide information related to the work program and specifically all contracted or subcontracted work.
- 42.02** During the term of this Collective Agreement, no regular full-time or part-time employee will lose employment as a result of the use of purchased services. Furthermore, the Employer will strive to provide regular staff with stability of employment.
- 42.03** An employee displaced into a classification at a lower hourly rate of pay due to the use of purchased services shall maintain their earnings at the pre-displacement level for the duration of the Collective Agreement in effect at the time of the displacement. Upon the expiry of that Collective Agreement the displaced employee would revert to the job rate to which they have been displaced.

**ARTICLE 43 DURATION**

This Agreement shall come into effect as of April 1, 2008 and shall remain in effect until March 31<sup>st</sup> 2011 and thereafter, from year to year unless either party gives notice in writing not more than ninety (90) days or less than sixty (60) days prior to the expiration of its desire to negotiate amendments to this agreement.

Job classifications, wage rates, and progressions for employees are set forth in Appendix "A", attached and form part of this Agreement.


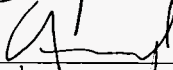
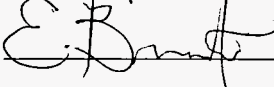
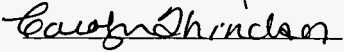
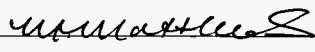
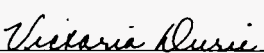
Effective April 1, 2008 there will be a general increase of 3.0% on the rates in effect on March 31, 2008. Effective April 1, 2009 there will be a general increase of 3.0% on the rates in effect on March 31, 2009. Effective April 1, 2010 there will be a general increase of 3.0% on the rates in effect on March 31, 2010.



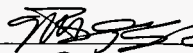

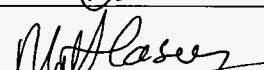
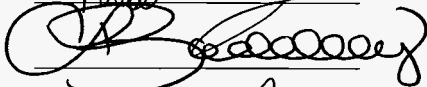
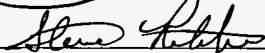
These adjustments to wages shall apply to all active employees on the payroll in the bargaining unit.

Signed at Vaughan, Ontario this 5th day of June, 2008.

**For the Employer**

**For the Union**

  
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**APPENDIX "A" – WAGES – INSIDE POSITIONS**

<b>Position</b>	<b>Effective</b>	<b>Start</b>	<b>Bal 1<sup>st</sup> Yr</b>	<b>2nd Yr</b>	<b>3rd Yr</b>	<b>4th Yr</b>	<b>5th Yr</b>
Cashier/Receptionist Records Clerk	01-Apr-08	\$ 688.02	\$ 756.81	\$ 832.50	\$ 915.75		
	01-Apr-09	\$ 708.66	\$ 779.51	\$ 857.48	\$ 943.22		
	01-Apr-10	\$ 729.92	\$ 802.90	\$ 883.20	\$ 971.52		
Accounting Clerk	01-Apr-08	\$ 701.14	\$ 771.25	\$ 848.38	\$ 933.21		
	01-Apr-09	\$ 722.17	\$ 794.39	\$ 873.83	\$ 961.21		
	01-Apr-10	\$ 743.84	\$ 818.22	\$ 900.04	\$ 990.05		
Engineering Clerk Payroll Clerk Meter Records Clerk	01-Apr-08	\$ 690.68	\$ 759.74	\$ 835.71	\$ 919.29	\$1,011.21	
	01-Apr-09	\$ 711.40	\$ 782.53	\$ 860.78	\$ 946.87	\$1,041.55	
	01-Apr-10	\$ 732.74	\$ 806.01	\$ 886.60	\$ 975.28	\$1,072.80	
Customer Service Rep Accounting Rep	01-Apr-08	\$ 702.26	\$ 772.49	\$ 849.74	\$ 934.71	\$1,028.19	
	01-Apr-09	\$ 723.33	\$ 795.66	\$ 875.23	\$ 962.75	\$1,059.04	
	01-Apr-10	\$ 745.03	\$ 819.53	\$ 901.49	\$ 991.63	\$1,090.81	
Junior Accountant Scheduler Buyer	01-Apr-08	\$ 727.02	\$ 799.71	\$ 879.68	\$ 967.65	\$1,064.41	
	01-Apr-09	\$ 748.83	\$ 823.70	\$ 906.07	\$ 996.68	\$1,096.34	
	01-Apr-10	\$ 771.29	\$ 848.41	\$ 933.25	\$1,026.58	\$1,129.23	
Collections Field Representative	01-Apr-08	\$ 737.49	\$ 811.24	\$ 892.36	\$ 981.60	\$1,079.76	
	01-Apr-09	\$ 759.61	\$ 835.58	\$ 919.13	\$1,011.05	\$1,112.15	
	01-Apr-10	\$ 782.40	\$ 860.65	\$ 946.70	\$1,041.38	\$1,145.51	

**APPENDIX "A" – WAGES – INSIDE POSITIONS (continued)**

<b>Position</b>	<b>Effective</b>	<b>Start</b>	<b>Bal 1<sup>st</sup> Yr</b>	<b>2nd Yr</b>	<b>3rd Yr</b>	<b>4th Yr</b>	<b>5th Yr</b>
Agreement Law Clerk (37.5 hours/week)	01-Apr-08	\$ 751.25	\$ 826.37	\$ 909.02	\$ 999.91	\$1,099.91	
	01-Apr-09	\$ 773.79	\$ 851.16	\$ 936.29	\$1,029.91	\$1,132.91	
	01-Apr-10	\$ 797.00	\$ 876.69	\$ 964.38	\$1,060.81	\$1,166.90	
Senior Customer Service Rep	01-Apr-08	\$ 785.24	\$ 863.77	\$ 950.14	\$1,045.16	\$1,149.68	
	01-Apr-09	\$ 808.80	\$ 889.68	\$ 978.64	\$1,076.51	\$1,184.17	
	01-Apr-10	\$ 833.06	\$ 916.37	\$1,008.00	\$1,108.81	\$1,219.70	
Draftsperson/CAD Operator (37.5 hours/week)	01-Apr-08	\$ 816.89	\$ 898.58	\$ 988.44	\$1,087.28	\$1,196.02	
	01-Apr-09	\$ 841.40	\$ 925.54	\$1,018.09	\$1,119.90	\$1,231.90	
	01-Apr-10	\$ 866.64	\$ 953.31	\$1,048.63	\$1,153.50	\$1,268.86	
Metering Administrator Accounting Analysts	01-Apr-08	\$ 832.82	\$ 916.10	\$1,007.71	\$1,108.49	\$1,219.33	
	01-Apr-09	\$ 857.80	\$ 943.58	\$1,037.94	\$1,141.74	\$1,255.91	
	01-Apr-10	\$ 883.53	\$ 971.89	\$1,069.08	\$1,175.99	\$1,293.59	
Cost Accountant Customer Care Rep	01-Apr-08	\$ 835.12	\$ 918.64	\$1,010.50	\$1,111.56	\$1,222.71	\$1,344.98
	01-Apr-09	\$ 860.17	\$ 946.20	\$1,040.82	\$1,144.91	\$1,259.39	\$1,385.33
	01-Apr-10	\$ 885.98	\$ 974.59	\$1,072.04	\$1,179.26	\$1,297.17	\$1,426.89
Design Technician GIS Technician/GIS Operator CAD Technician (37.5 hours/week)	01-Apr-08	\$ 864.93	\$ 951.43	\$1,046.57	\$1,151.23	\$1,266.35	\$1,392.98
	01-Apr-09	\$ 890.88	\$ 979.97	\$1,077.97	\$1,185.77	\$1,304.34	\$1,434.77
	01-Apr-10	\$ 917.61	\$1,009.37	\$1,110.31	\$1,221.34	\$1,343.47	\$1,477.81

### APPENDIX "A" – WAGES – OUTSIDE POSITIONS

08

Position	Effective	Start	Bal 1 <sup>st</sup> Yr	2nd Yr	3rd Yr	4th Yr	5th Yr
Warehouseperson Stores Clerk	01-Apr-08	\$22.03	\$24.24	\$26.67			
	01-Apr-09	\$22.69	\$24.97	\$27.47			
	01-Apr-10	\$23.37	\$25.72	\$28.29			
Meter Reader	01- AD^08	\$22.11	\$24.32	\$26.75			
	01-Apr-09	\$22.77	\$25.05	\$27.55			
	01-Apr-10	\$23.45	\$25.80	\$28.38			
Subforeperson Stores	01-Apr-08	\$25.95	\$28.54				
	01-Apr-09	\$26.73	\$29.40				
	01-Apr-10	\$27.53	\$30.28				
Meter Reader "A"	01-Apr-08	\$26.27	\$28.89				
	01-Apr-09	\$27.06	\$29.76				
	01-Am-10	\$27.87	\$30.65				
Building Maintenance Mechanic	01-Apr-08	\$24.81	\$27.28	\$30.01			
	01-Apr-09	\$25.55	\$28.10	\$30.91			
	01-Apr-10	\$26.32	\$28.94	\$31.84			
Lines Technical Assistant Fleet Technical Assistant	01- AD^08	\$25.76	\$28.34	\$31.17			
	01-Apr-09	\$26.53	\$29.19	\$32.11			
	01-Apr-10	\$27.33	\$30.07	\$33.07			

**APPENDIX "A" – WAGES – OUTSIDE POSITIONS (continued)**

<b>Position</b>	<b>Effective</b>	<b>Start</b>	<b>Bal 1<sup>st</sup> Yr</b>	<b>2nd Yr</b>	<b>3rd Yr</b>	<b>4th Yr</b>	<b>5th Yr</b>
Cable Locator, Lay-out Technician, Service Lay-out Technician, Inspector	01-Apr-08	\$19.83	\$21.81	\$23.99	\$26.39	\$29.03	\$31.93
	01-Apr-09	\$20.42	\$22.46	\$24.71	\$27.18	\$29.90	\$32.89
	01-Apr-10	\$21.03	\$23.13	\$25.45	\$28.00	\$30.80	\$33.88
	01-Apr-08	\$21.13	\$23.22	\$25.50	\$28.03	\$30.81	\$33.86
	01-Apr-09	\$21.76	\$23.92	\$26.27	\$28.87	\$31.73	\$34.88
	01-Apr-10	\$22.41	\$24.64	\$27.06	\$29.74	\$32.68	\$35.93
Linesperson, Meter Technician, System Controller	01-Apr-08	\$21.38	\$23.47	\$25.76	\$28.28	\$31.06	\$34.11
	01-Apr-09	\$22.02	\$24.17	\$26.53	\$29.13	\$31.99	\$35.13
	01-Apr-10	\$22.68	\$24.90	\$27.33	\$30.00	\$32.95	\$36.18
	01-Apr-08	\$22.40	\$24.64	\$27.10	\$29.81	\$32.80	\$36.07
	01-Apr-09	\$23.07	\$25.38	\$27.91	\$30.70	\$33.78	\$37.15
	01-Apr-10	\$23.76	\$26.14	\$28.75	\$31.62	\$34.79	\$38.26
	01-Apr-08	\$23.00	\$25.24	\$27.70	\$30.41	\$33.39	\$36.67
	01-Apr-09	\$23.69	\$26.00	\$28.52	\$31.22	\$34.22	\$37.55
	01-Apr-10	\$24.40	\$26.78	\$29.39	\$32.26	\$35.42	\$38.90
Sr. System Controller	01-Apr-08	\$23.42	\$25.66	\$28.12	\$30.83	\$33.81	\$37.09
	01-Apr-09	\$24.12	\$26.43	\$28.96	\$31.75	\$34.82	\$38.20
	01-Apr-10	\$24.84	\$27.22	\$29.83	\$32.70	\$35.86	\$39.35

**APPENDIX "A" – WAGES – OUTSIDE POSITIONS (continued)**

<b>Position</b>	<b>Effective</b>	<b>Start</b>	<b>Bal 1<sup>st</sup> Yr</b>	<b>2nd Yr</b>	<b>3rd Yr</b>	<b>4th Yr</b>	<b>5th Yr</b>
Electrician line technician	01-Apr-08	\$23.03	\$25.33	\$27.86	\$30.65	\$33.71	\$37.09
	01-Apr-09	\$23.72	\$26.09	\$28.70	\$31.57	\$34.72	\$38.20
	01-Apr-10	\$24.43	\$26.87	\$29.56	\$32.52	\$35.76	\$39.35
Metering Technologist, meter technologist	01-Apr-08	\$23.44	\$25.79	\$28.37	\$31.21	\$34.33	\$37.76
	01-Am-10	\$24.86	\$27.36	\$30.10	\$33.11	\$36.42	\$40.06

Lines, System Controllers, Metering Techs

Increase 25 cents on March 31, 2008 rates

Subforeperson Lines and Metering

Increase 58 cents on March 31, 2008 rates

Senior System Controller

Increase 99 cents on March 31, 2008 rates

**APPENDIX “B”  
CLOTHING ENTITLEMENT**

1. Clothing will be supplied to employees as follows:
  - a) Lines/P&C/Station Maintenance/Metering  
High Visibility Fire Retardant Clothing:
    - 4 long-sleeve shirts
    - 4 long-sleeve t-shirts
    - 4 pairs of pants (non F/R, non high visibility)
    - 3 hooded sweatshirt **or** hooded smock
    - 4 un-insulated overalls
    - 1 insulated coveralls **or** 1 insulated parka (or bomber)  
and 1 insulated overalls
  - b) Stores/Vehicle Mechanics/Building Maintenance
    - 4 long-sleeve shirts (high visibility)
    - 4 long-sleeve t-shirts (high visibility)
    - 3 pairs of pants
    - 1 shopsmock
    - 2 un-insulated overalls (high visibility)
    - 1 insulated jacket **or** insulated parka (high visibility)
  - c) Inspector/Cable Locators/  
Customer Service Field Representatives
    - 4 long sleeve shirts (high visibility)
    - 4 long sleeve t-shirts (high visibility)
    - 3 pair of pants
    - 2 un-insulated overalls (high visibility)
    - 1 hooded sweatshirt **or** hooded smock (high visibility)
    - 1 insulated coveralls **or** 1 insulated parka (or bomber)  
and 1 insulated overalls (high visibility)

Customer Service Field Representatives Only:

    - 1 un-insulated jacket (fire retardant, high visibility)
    - 1 un-insulated overalls (fire retardant, high visibility)
  - d) Design Technicians
    - 1 un-insulated jacket (high visibility)
    - 1 un-insulated overalls (high visibility)
    - 1 insulated jacket or insulated parka (high visibility)
  - e) System Controllers
    - 4 shirts
    - 3 pairs of pants
    - 1 insulated Parka (or bomber) (high visibility)

Additional clothing will be issued by replacement as required, from a suitable supply kept on hand. Replacement of any clothing shall require the approval of the employee's immediate Supervisor, and the return of the worn out clothing.



**APPENDIX “C”**

Current Controllers considered part of the core rotational complement exempt from relief operator:

Paul Thistle  
Bill Lally  
Tom Wilson  
Joseph Chan  
Tom Bartlett  
Doug Kirkham  
Frans Gunawan  
Steve Ritchie  
Chris Slabiak  
Paul Fusley  
Paul Cunningham

**LETTER OF UNDERSTANDING- 1**  
**BETWEEN**  
**LOCAL UNION 636**  
**OF THE INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS (IBEW)**  
**(HEREINAFTER REFERRED TO AS THE UNION)**  
**AND**  
**POWERSTREAM INC.**  
**(HEREINAFTER REFERRED TO AS THE EMPLOYER)**

**RE: Where employees must remain overnight at a work site outside of PowerStream territory.**

In the event that the Employer undertakes contractual work in the future that involves location(s) outside of the Powerstream territory, it will meet with the Union, in advance, to agree on the details involving employees who must remain overnight at the Worksite.

Signed this 25<sup>th</sup> day of May 2005  
RENEWED February 6, 2008

**LETTER OF UNDERSTANDING- 2**  
**BETWEEN**  
**LOCAL UNION 636**  
**OF THE INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS (IBEW)**  
**(HEREINAFTER REFERRED TO AS THE UNION)**  
**AND**  
**POWERSTREAM INC.**  
**(HEREINAFTER REFERRED TO AS THE EMPLOYER)**

**RE: Relocation of Facilities**

In the event that the Employer closes or ceases to operate in any of its locations, the Employer shall give the Union and its employees sixty (60) days notice of the change. The parties agree to meet to discuss the change and the related issues involved with the closure of a work location.

Signed this 25<sup>th</sup> day of May 2005  
RENEWED February 6, 2008

**LETTER OF UNDERSTANDING – 3**  
**BETWEEN**  
**LOCAL UNION 636**  
**OF THE INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS (IBEW)**  
**(HEREINAFTER REFERRED TO AS THE UNION)**  
**AND**  
**POWERSTREAM INC.**  
**(HEREINAFTER REFERRED TO AS THE EMPLOYER)**

**RE: Clothing**

This letter will serve to confirm our understanding reached during a meeting held June 2, 2005 regarding the issuing of pants/jeans provided in accordance with Article 38 and Schedule 'B' of the Collective Agreement.

As negotiated, the Corporation agrees to provide certain clothing to employees as set out in Schedule 'B'. Vouchers will be issued by the Supervisor and can be applied only toward the purchase of pants/jeans at the approved supplier, Mark's Work Wearhouse, and the approved number as outlined in Schedule 'B'. The maximum value per pants/jeans is \$45.00, before taxes. If the item is on sale, the sale price will apply. Any purchase above \$45.00/pair will be the responsibility of the employee. It is agreed that the pants/jeans are to be purchased on the employees own time.

Receipts are to be returned to the Supervisor, who will then forward to Accounts Payable.

Signed this 10<sup>th</sup> day of June, 2005  
RENEWED February 20, 2008

**LETTER OF UNDERSTANDING-- 4**  
**BETWEEN**  
**LOCAL UNION 636**  
**OF THE INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS (IBEW)**  
**(HEREINAFTER REFERRED TO AS THE UNION)**  
**AND**  
**POWERSTREAM INC.**  
**(HEREINAFTER REFERRED TO AS THE EMPLOYER)**

**Re: Recruitment**

The Union and Employer agree to the following principles, process, and protocol with respect to the internal recruitment/selection process for bargaining unit positions:

1. The Union continues to acknowledge that the Corporation has the right to select the best candidate based upon qualifications as the governing factor. However, where qualifications are equal, seniority in the bargaining unit will govern. This is outlined in Article 10.03 of the Collective Agreement.
2. Both parties continue to acknowledge and support the recruitment/selection process and protocol outlined in the Powerstream Policy-Recruitment & Selection (see COR-H-06).
3. More recently, the parties have further agreed to a number of additional protocols aimed at strengthening the mutual support and understanding of the recruitment/selection process. The protocols will include:
  - Experience Requirement: There will be incremental recognition for the experience levels beyond the minimum requirement as outlined in the Job Posting. Exclusive Powerstream experience will be given an additional +1% bonus.
  - Experience in a Leadership Position: Recognition up to 4% – 5%) will be given to experience (including temporary experience) in a leadership position. Onus will be on the candidates to provide information/submit evidence to Selection Committee. This will be part of the criteria in Subforeperson/Senior positions.
  - Training/Educational Requirements: Partial recognition can be given to relevant courses successfully com-

pleted even if the overall educational program was not finished

- Attendance Recognition: Partial recognition will be in an incremental manner.
  - Behavioural Competencies: For leadership positions, behavioural competencies will be given a weighting of 40-50% (depending on position). Focus will be on Teambuilding, Communications, Conflict Management/ Problem Solving.
  - Technical Questions: Technical Questions will be as specific as possible to the trade/position under review.
4. This Letter of Understanding reflects the spirit of cooperation between the parties in an effort to address the concerns over the application of the Job Posting Language. Going forward, the parties agree to the principles, process, and protocol as outlined in this Letter of Understanding.
5. The parties to this Letter of Understanding agree that efforts are made to ensure that this process is fair and reasonable, performed in good faith and non-discriminatory.

Signed at Vaughan, Ontario, this 11 day of July, 2007  
AMENDED & RENEWED March 3, 2008

**LETTER OF UNDERSTANDING– 5**  
**BETWEEN**  
**LOCAL UNION 636**  
**OF THE INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICALWORKERS (IBEW)**  
**(HEREINAFTER REFERRED TO AS THE UNION)**  
**AND**  
**POWERSTREAM INC.**  
**(HEREINAFTER REFERRED TO AS THE EMPLOYER)**

**Re: Operation of CVOR Vehicles**

The Union and the Employer agree to establish a joint-committee by no later than April 30, 2008, not to exceed three (3) members each, to meet and discuss the impact of Regulation MTO-555/06.

The Committee's review will include, but not be limited to; Article 20 – Rest Period and Article 23 – On-Call.

The Committee will meet periodically, as determined by the Co-chairs, and will have through until May 31, 2008 to make a final recommendations. Labour/Management Committee will be called immediately after to review and approve the recommendations.

Signed this 3<sup>rd</sup> day of March, 2008

**LETTER OF UNDERSTANDING – 6**  
**BETWEEN**  
**LOCAL UNION 636**  
**OF THE INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS (IBEW)**  
**(HEREINAFTER REFERRED TO AS THE UNION)**  
**AND**  
**POWERSTREAM INC.**  
**(HEREINAFTER REFERRED TO AS THE EMPLOYER)**

**Re: Sleep Quarters – New Service Centre**

This serves to confirm our discussions during negotiations regarding the need to incorporate appropriate sleep quarters in the design and construction of a new Service Centre facility.

As agreed, the Employer will provide the Union with an opportunity, through the Labour Management Committee, to provide input into the design of these sleep quarters.

This commitment is contingent upon the Employer receiving approval to construct the above noted facility.

Signed the day 7<sup>th</sup> of February, 2008



**LETTER OF UNDERSTANDING– 7**  
**BETWEEN**  
**LOCAL UNION 636**  
**OF THE INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS (IBEW)**  
**(HEREINAFTER REFERRED TO AS THE UNION)**  
**AND**  
**POWERSTREAM INC.**  
**(HEREINAFTER REFERRED TO AS THE EMPLOYER)**

**Re: Lines On-Call Protocol:**

The purpose of this letter is to outline the process by which on-call personnel assigned to East and West Service Centres are to be called-out to respond to unscheduled overtime. Once operations are consolidated to a single service centre, the on-call requirements and procedure will be revised by the Employer and this protocol will no longer apply. The Union will be consulted with prior to the implementation of a revised protocol.

Eight (8) qualified lines personnel are to be on-call each week, two crews responding from the West and two crews responding from the East. The second crew's responsibility would be to back up their service centre as required

**Call-In Protocol For Off-Hour Calls (Including Evenings)**

The dispatching of crews to respond to after-hour trouble calls will be carried out as follows –

- Available Evening Trouble Trucks
- 1<sup>st</sup> and 2<sup>nd</sup> person from affected service area – 1<sup>st</sup> person is to report directly to the site where practical, based on call proximity to home location.
- if further staff is required the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) persons on-call from the affected service area will be called-in.
- If further staff is required they will be recruited from the affected service area and then from the alternate service area (on-call staff first) until sufficient staff has responded.
- In the event that both lists have been exhausted and additional staff is required for restoration, contractors may be contacted for additional forces.

In all of the above circumstances the first staff member or crew to arrive on-site is required to immediately inform the Control Room.

**Utilization of Crews Already Called-In:**

Responses to off-hour calls that occur in the alternate service area shall first be dispatched to called-out crews if they have cleared a call and are available to respond. Such dispatch shall be limited to one-call per called-in crew.

Signed this 20<sup>th</sup> day of February, 2008

**LETTER OF UNDERSTANDING- 8**  
**BETWEEN**  
**LOCAL UNION 636**  
**OF THE INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS (IBEW)**  
**(HEREINAFTER REFERRED TO AS THE UNION)**  
**AND**  
**POWERSTREAM INC.**  
**(HEREINAFTER REFERRED TO AS THE EMPLOYER)**

**Re: Extension of Existing Trouble Shift**

This letter serves to confirm that in the event that the Employer determines the need to extend coverage from the existing trouble shift hours, terms of such an extension will be negotiated through the Labour/Management Committee.

Signed this 3<sup>rd</sup> day of March, 2008

**LETTER OF UNDERSTANDING – 9**  
**BETWEEN**  
**LOCAL UNION 636**  
**OF THE INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS (IBEW)**  
**(HEREINAFTER REFERRED TO AS THE UNION)**  
**AND**  
**POWERSTREAM INC.**  
**(HEREINAFTER REFERRED TO AS THE EMPLOYER)**

**Re: Hours of Work**

This serves to confirm our agreement during negotiations regarding the Articles 19.03 and 19.04 Hours of Work.

Lines: The parties will agree to the timing for the voluntary transfer to four (4) days of ten (10) hour days prior to September 1, 2008 based on operational needs as determined by the Employer.

Station Maintenance and Protection and Control: The parties will agree to the timing for the voluntary transfer to five (5) days of eight (8) hour days prior to September 1, 2008 based on operational needs as determined by the Employer.

Notwithstanding the above, all transfers will be in effect by no later than September 1, 2008.

Signed this 6<sup>th</sup> day of March, 2008

2008

JANUARY					FEBRUARY							MARCH						
S	M	T	W	T	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	3	4	5	6	7	8	9	2	3	4	5	6	7	8
6	7	8	9	10	10	11	12	13	14	15	16	9	10	11	12	13	14	15
13	14	15	16	17	17	18	19	20	21	22	23	16	17	18	19	20	21	22
20	21	22	23	24	24	25	26	27	28	29	23	24	25	26	27	28	29	
27	28	29	30	31								30	31					

APRIL					MAY							JUNE						
S	M	T	W	T	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7
6	7	8	9	10	11	12	13	14	15	16	17	8	9	10	11	12	13	14
13	14	15	16	17	18	19	20	21	22	23	24	15	16	17	18	19	20	21
20	21	22	23	24	25	26	27	28	29	30	31	22	23	24	25	26	27	28
27	28	29	30									29	30					

JULY					AUGUST							SEPTEMBER						
S	M	T	W	T	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	3	4	5	6	7	8	9	7	8	9	10	11	12	13
6	7	8	9	10	10	11	12	13	14	15	16	14	15	16	17	18	19	20
13	14	15	16	17	17	18	19	20	21	22	23	21	22	23	24	25	26	27
20	21	22	23	24	24	25	26	27	28	29	30	28	29	30				
27	28	29	30	31	31													

OCTOBER					NOVEMBER							DECEMBER						
S	M	T	W	T	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	2	3	4	5	6	7	8	7	8	9	10	11	12	13
5	6	7	8	9	9	10	11	12	13	14	15	14	15	16	17	18	19	20
12	13	14	15	16	16	17	18	19	20	21	22	21	22	23	24	25	26	27
19	20	21	22	23	23	24	25	26	27	28	29	28	29	30	31			
26	27	28	29	30	30													

2009

JANUARY					FEBRUARY							MARCH						
S	M	T	W	T	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
4	5	6	7	8	8	9	10	11	12	13	14	8	9	10	11	12	13	14
11	12	13	14	15	15	16	17	18	19	20	21	15	16	17	18	19	20	21
18	19	20	21	22	22	23	24	25	26	27	28	22	23	24	25	26	27	28
25	26	27	28	29								29	30	31				

APRIL					MAY							JUNE						
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		1	2	3	3	4	5	6	7	8	9	7	8	9	10	11	12	13
5	6	7	8	9	10	11	12	13	14	15	16	14	15	16	17	18	19	20
12	13	14	15	16	17	18	19	20	21	22	23	21	22	23	24	25	26	27
19	20	21	22	23	24	25	26	27	28	29	30	28	29	30				
26	27	28	29	30	31													

JULY					AUGUST							SEPTEMBER						
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		1	2	3	2	3	4	5	6	7	8	6	7	8	9	10	11	12
5	6	7	8	9	9	10	11	12	13	14	15	13	14	15	16	17	18	19
12	13	14	15	16	16	17	18	19	20	21	22	20	21	22	23	24	25	26
19	20	21	22	23	23	24	25	26	27	28	29	27	28	29	30			
26	27	28	29	30														

OCTOBER					NOVEMBER							DECEMBER						
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4	5	6	7	8	8	9	10	11	12	13	14	13	14	15	16	17	18	19
11	12	13	14	15	15	16	17	18	19	20	21	20	21	22	23	24	25	26
18	19	20	21	22	22	23	24	25	26	27	28	27	28	29	30	31		
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