

ENWIN UTILITIES AGREEMENT

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EFF.	1999	04	01
FORM.	2002	03	31
NOMBRE D'EMPLOYÉS	126		
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BETWEEN



AND



THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 636

APRIL 1, 1999 - MARCH 31, 2002

ENTERED

12695(01)

THIS AGREEMENT made in duplicate as of the 24th day of August 1999

BETWEEN:

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

of the First Part

- and -

LOCAL UNION NO. **636** OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, A.F. OF L. - **C.I.O.**, employees of The Windsor Utilities Commission
hereinafter referred to as the "Employees" or the "Union"

of the Second Part

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

ARTICLE 1 - RECOGNITION OF UNION

1.01 The Commission recognizes Local Union 636 of the **International** Brotherhood of Electrical Workers (**IBEW**) as the **sole** Bargaining Agent for all its employees who are members of the bargaining unit covered by this Agreement with the Windsor Utilities Commission, save and except: Managers and/or Supervisors, persons above the rank of Managers and/or Supervisor, Professional Engineers, Accountants, Systems Analysts, Data Base Administrator, One Confidential Secretary to each of the following: General Manager, Accountants, Director of Finance, Director of Personnel, Director of Purchasing, Director of Customer Service and Director of Information Services, Guards, students employed during the school vacation period and students on a cooperative work program. The Union is further recognized as the

sole Bargaining Agent for any new classification which may be established or created within the Bargaining Unit during the life of this Agreement.

- 1.02** The employer shall provide the Union with advance notice in writing of all new classifications and/or jobs to be created during the term of this Agreement. The wages, hours of work and conditions of employment for said classifications shall be negotiated with the Union and mutually agreed upon at least thirty (30) days prior to their establishment (and become part of this Agreement) and before any employee is awarded the new job. Where an agreement on the wages, hours of work and/or condition of employment is not reached, the grievance procedure as set out hereafter in this Agreement may be utilized to resolve the issues in dispute.
- 1.03** NEW All references to employees in this Agreement shall include both males and females, and wherever the male gender alone is used, it shall **be** construed to include both male and female employees.
- 1.04** This Agreement shall be binding upon the successors of the Parties hereto, in so far as it is within the power of the Parties hereto respectively to bind such successors, in the event that the Commission is privatized, amalgamated, united, or otherwise joined with one or more municipalities and/or corporations.

ARTICLE 2 - MANAGERIAL RIGHTS

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

employee for just cause, provided that such action may be the subject of a grievance, and dealt with as provided elsewhere in this Agreement.

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

2.03 The Commission shall have the right from time to time to make or alter rules and regulations which in its discretion are deemed necessary for the safe, continuous and efficient operation of the utilities services entrusted to its care, provided that no such rule or regulation shall be inconsistent with the terms of this Agreement.

ARTICLE 3 - STRIKES AND LOCKOUTS

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

ARTICLE 4 - UNION SECURITY CHECK OFF

4.01 NEW The Employer agrees to employ (in the classifications governed by the terms of this Agreement), only members of the Union in good standing (subject to the provisions of the Labour Relations Act), or those commencing employment who will apply for membership in the Union upon attainment of status as a Regular Employee (as defined herein).

- 4.02 The Employer agrees to deduct each week from the wages of all employees in the Bargaining Unit, Union dues as directed by the Union. The Employer shall forward the deductions to the Union, together with an alphabetical listing of names showing the amount deducted from each employee and all information used to determine this deduction - not later than the fifteenth (15th) day of the following month. The Union shall notify the Employer of any changes in the amount to be deducted. The Employer also agrees to deduct and remit an amount equivalent to the Union initiation fee from each new employee upon the successful completion of their probationary period. The President or Secretary of the Union shall notify the Commission, in writing, of the amount of such monthly dues to be deducted under this section and, from time to time, any changes in the amount thereof. Payroll deductions will not include any fines. Union dues will be included on the employee's T4 slip (for income tax purposes).
- 4.03 In consideration of the deduction and forwarding of union dues by the Commission, the Union agrees to indemnify **and** save harmless the Commission against any claim or liability arising out of or resulting from the collection and forwarding of regular monthly union dues or initiation fees.
- 4.04 Students employed in classified occupations will pay union dues during the period of their employment with the Commission (but no initiation fee).



ARTICLE 5 - DURATION OF AGREEMENT

- 5.01 This Agreement shall become effective April 1, 1999 and remain in full force and effect until March 31, 2002. ~~Within a~~ period of not more than ninety (90) days, and not less than thirty days prior to March 31, 2002 - either party may give notice in writing to the other of its' desire to bargain on amendments and/or revisions to the Agreement.
- 5.02 During the discussion or negotiation of any proposed renewal, change, amendment or revision of this Collective Agreement, (either in whole or in part), the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until mutually acceptable terms of settlement have been agreed upon between the Parties or until the Conciliation process available from time to time under the Labour Relations Act (or any successor legislation) has been exhausted.

LABOUR RELATIONS

ARTICLE 6 - REPRESENTATION

- 6.01 The Commission shall provide the Union with a list of Management Personnel who will deal with the Union's Labour Relations Committee. The Union shall provide the Commission with a list of the members of the Labour Relations Committee which may include a representative from the International Office of the I.B.E.W. and/or the Local Union Business Manager.
- 6.02 Conferences between Management Personnel and the Labour Relations Committee on matters which are properly the subject of negotiations shall be called when agreed upon. Matters to be

discussed at any such conference shall be listed on an agenda to **be** supplied by the **Party** requesting the conference to the other Party at least five (5) working days prior to the day for which the conference is requested, unless otherwise arranged by the Parties.

6.03 The Commission hereby agrees that it shall provide office **space(s)** with desk, chair, filing cabinet and phone for the union.

6.04 NEW Conferences between the Employer and the Union (excluding negotiations) will be convened during normal working hours and those in attendance will not suffer any loss of remuneration as a result of their participation in such proceedings.

6.04aNEW Contract negotiations between the Employer and the Union will be convened during normal working hours with the Employer covering all costs associated with the provision of any off **site/neutral** venue to meet. Those in attendance will continue to be paid their full normal wages by the Employer during such proceedings. Notwithstanding the foregoing, the Union and the Employer shall share equally in the payment of wages for the members of the Union Bargaining Committee. Accordingly, the Union will be billed for their share for the wages of the members acting in this capacity - at their regular hourly rate with no additional burden assessed.

ARTICLE 7 - GRIEVANCE PROCEDURES

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

i. No grievance shall be considered where the

circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

- ii. Where a grievance arises as a result of a discharge, the Union may present such grievance on behalf of the employee at Step 4 of the grievance procedure
- iii. An employee shall have the right to be accompanied by a representative of the Union at any and all times during the grievance procedure
- iv. The time limits defined herein may be extended upon (written) mutual agreement between the Parties
- v. Grievances arising under this agreement shall be adjusted and settled as follows:

STEP 1:

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

STEP 2:

The aggrieved employee then may submit his/her grievance in writing to their immediate Supervisor and may have the assistance of a representative of the Union. The written grievance shall specify the

matter complained of, the parts of the agreement alleged to be violated and, in the event of a satisfactory settlement not being reached, the Supervisor shall deal with the grievance and give their answer (in writing) to the Union within two (21 working days after the day upon which they received the grievance.

STEP 3:

If the decision of the Supervisor is not satisfactory to the Union, the matter may be referred in writing to the Superintendent within two (2) working days. The Superintendent shall, within two (2) working days following the day upon which they received the grievance, meet with the Union in an effort to satisfactorily resolve the issues in dispute. They shall give their written response to the grievance within two (2) working days thereafter.

STEP 4:

If the decision of the Superintendent is not satisfactory to the Union, the matter may be referred to the Chief Engineer within two (2) working days. The Chief Engineer shall, within two (2) working days following the day upon which they received the grievance, meet with the Union in an effort to satisfactorily resolve the issues in dispute. They shall give their written response to the grievance within two (2) working days thereafter.

STEP 5:

If the decision of the Chief Engineer is not satisfactory to the Union, the matter may be

referred to the General Manager within two (2) working days. The General Manager shall, within two (2) working days following the day upon which they received the grievance, meet with the Union in an effort to satisfactorily resolve the issues in dispute. They shall give their written response to the grievance within two (2) working days thereafter.

STEP 6:

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

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

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

7.04 Should the grievor fail to process the grievance

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

- 7.05** The jurisdiction of the Board of Arbitration shall be limited to the settlement of all differences between the parties arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable. All decisions shall be final and binding in the manner prescribed by the Labour Relations Act. Each party shall bear the expense of its nominee to the Arbitration Board and shall equally share the expenses of the Chairman.
- 7.06** Any employee discharged, disciplined or penalized for any alleged violation of Commission rules shall have the right to lodge a grievance in the manner and to the extent herein provided. The employer may dismiss a probationary employee for any reason provided it does not act in bad faith and this shall constitute a lesser standard for purposes of section 43.01 of the Labour Relations Act.

ARTICLE 8 - DISCIPLINARY ACTION/SUSPENSION

- 8.01** When an employee is directed to appear before Management personnel for reprimand, disciplinary action, suspension and/or discharge, the Union Steward will be notified at least one (1) working day prior to the appearance of the reason, and be invited to attend. If a representative of the Union is not notified, any action taken will not be considered a matter of record. A memorandum of such proceeding shall

be submitted to the Union's Business Representative in writing within three (3) days of the meeting.

- 8.02** When reprimanding an employee for a current incident, the Employer shall not take into account any prior infractions providing the employee has a clear record for two (2) years immediately preceding the current incident. If the employee's record is not clear for the said two (2) years, infractions which occurred up to four (4) years previous to the current incident will be taken into account.
- 8.03** When an employee is suspended, the Union Representative shall be verbally notified of the suspension as soon as possible and the Business Representative of the Union will be notified in writing within three (3) working days of the date of the suspension as to the duration and causes. Any suspended employee shall have the right to the grievance procedure and if exonerated shall be reimbursed for lost time, wages and benefits to which he would otherwise be entitled under this Collective Agreement.
- 8.04** No employee covered by this Agreement shall be disciplined or discharged except for just cause.
- 8.05** **Letters of Reprimand-** Any employee having two (2) years of work without reprimands being placed on his/her record will have those records removed from his/her personnel file. Letters pertaining to ability and attendance will not be considered to be letters of reprimand and will remain indefinitely in the personnel file. In the case of written reprimand in the Employee's file, a copy of said reprimand must be given to the Employee and the Union without undue delay.

CONDITIONS OF EMPLOYMENT

ARTICLE 9 - EMPLOYMENT

- 9.01** The Commission, through Management Personnel, shall notify the Area Representative of the Union in writing immediately of the engagement of any new employee defining particulars of employment. When said employee is declared a permanent employee at the end of their probationary period, the Area Representative of the Union shall again be notified in writing.
- 9.02** The Employer shall employ (in the classifications within the Bargaining Unit), only members of the Union in good standing (subject to the provisions of the Labour Relations Act) or those commencing employment who will apply for membership in the Union at the end of their probationary period - which shall not exceed ninety (90) calendar days. The probationary period may be extended only upon written mutual agreement between the Parties hereto. When probation employees have been absent, they shall be required before being placed on the regular staff to serve all time thus lost. This clause shall not apply to students who qualify under Article 4.
- 9.03** New employees hired into skilled or semi-skilled classifications as fully qualified, shall receive upon commencing employment not less than ninety-five per cent (95%) of the classification rate for the probationary period and the full classification rate thereafter.
- 9.04** Credits may be granted to new employees for previous training or experience in the

work of the classification to which they are assigned for training.

- 9.05** The Union and Chairperson shall be notified within **forty-eight** (48) hours of the appointment of all new employees, including temporary employees and students; with regard to their starting dates and termination dates, if applicable.

ARTICLE 10 - NEW - EMPLOYEE CATEGORIES

- 10.01** Probationary Employee - any employee hired into a position covered by this Collective Agreement, shall be considered probationary during their first ninety (90) calendar days. During this period of probation, the employee shall not be considered as having regular employment status and, as such, will not be afforded the rights, privileges and/or entitlements defined by this Agreement. The Employer may dismiss a probationary employee for any reason, provided it does not act in bad faith and this shall constitute a lesser standard for the purposes of section 43.01 of the OLRA. Upon successful completion of the probationary period, these employees shall be recognized as Regular Employees and the seniority of said employee will date back to the day on which employment first began. Any employee working continuously for a period in excess of ninety (90) calendar days, shall be required to make application for membership in the Union (except as otherwise noted in Articles 10.03 & 10.04).
- 10.02** Regular Employees - a Regular Employee as referred to, and recognized under the terms of this Agreement, is a permanent employee not classified as probationary, temporary,

casual or excluded under the Recognition clause of this Agreement. These employees shall be hired into the classifications governed by this Agreement and entitled to the wages, benefits, rights and privileges defined herein. The assignment of temporary, casual and/or seasonal employees into bargaining unit positions shall in no way adversely affect the regular earnings, hours of work and/or any other condition of employment of the Regular Employees; nor shall such employees impede the promotional opportunity of any Regular Employee(s).

10.03 Temporary/Casual Employees - The Union recognizes the right and obligation of the Employer to fill short term vacancies which may be created as a result of illness, injury, maternity/parental leave, extended vacations and/or leaves of absence. The sole purpose for temporary/casual employment is to ensure the continued efficient operation of the Commission. Accordingly, the Temporary/Casual employee is one who is hired for a limited (and well defined) period during the absence of a Regular Employee. The term of employment for Temporary/Casual employees shall be limited to three (3) months (in the aggregate) in any twelve (12) consecutive months. In the case of maternity/parental leave, this term will be extended to nine (9) months. Further exceptions will be discussed between the Parties and subject to written mutual agreement. Persons so employed shall have no seniority, nor shall they be afforded any other rights or benefits prescribed by this Agreement. These employees shall not be considered probationary nor will they be required to become members of the Union. Their employment will terminate immediately

upon the return to work of the Regular Employee, or at any time prior at the discretion of the Employer. Regular Employees shall be offered an opportunity to work overtime prior to Temporary/Casual employees being hired.

10.04 Students - the Employer may hire students during vacation periods and/or on cooperative work programs, however, the term of their employment shall not exceed ninety (90) working days in any calendar year (unless otherwise agreed in writing between the Parties).

10.05 The use of casual help and/or students shall not directly or indirectly cause a full time employee to be discharged, temporarily or permanently laid off, transferred to a lower paying classification, or have their hours of work or rate of pay reduced.

ARTICLE 11 - SENIORITY

11.01 Seniority shall be defined as the length of continuous service with the Employer as a member of the Union within Bargaining Unit covered by this Agreement.

11.01a NEW - Job Posting/Corporate Mobility - In the event that career options are limited/restricted as a result of the abolition of the "Job Opportunity" process (which currently provides all employees of the Windsor Utilities Commission flexibility between its' various Divisions); seniority will be defined as the total length of continuous service by an employee (in any classification covered by a Collective Agreement in any Division of the Windsor

Utilities Commission and/or its' successor organizations) dating back to the most recent date the employee entered the employ of the Employer. However, following the necessary adjustments to the respective seniority lists to **reflect** any such changes, seniority will no longer be transferable between **Division/affiliates** and/or any other bargaining unit.

- 11.02** Seniority shall prevail in making promotions, transfers, awarding job **postings**, layoffs and recall following layoff; provided that qualifications and ability of the **employee(s)** are satisfactory.
- 11.03** Any person employed outside the Bargaining Unit, who is subsequently transferred into the Bargaining Unit shall be recognized as a new employee. As such, said employee will not be given credit for past service with the Employer nor considered to hold seniority rights within the Bargaining Unit for the purpose of layoff and recall, promotions, job **postings** andlor transfers.
- 11.03a** Any employee who chooses to leave the Bargaining Unit for a period exceeding twelve (12) calendar months, may be returned to the Bargaining Unit but will lose **his/her** seniority in the Bargaining Unit for the purposes of layoff, recall, job **postings**, promotions andlor transfers. If the employee chooses to return to the Bargaining Unit within the twelve (12) month period, **he/she** will retain their attained seniority as at the original date of transfer provided they have secured a withdrawal card from the Union.
- 11.04** Accumulated service credit shall be defined as the length of continuous employment by

an employee dating back to the most recent date the employee entered the employ of the Employer. Such time shall be recognized for any person employed outside the Bargaining Unit, who is subsequently transferred into the Bargaining Unit for the purpose of vacation and pension entitlement only.

- 11.05** Any employee who is injured or ill, shall, upon recovery, be entitled to return to their former position without a loss of any seniority rights - provided that they are able to satisfy the requisite qualifications of their former position.
- 11.06** Any employee within the Bargaining Unit will lose their seniority and cease to be an employee only if he/she:
- i. Resigns voluntarily
 - ii. Retires
 - iii. Is discharged for just cause and the discharge is not reversed through the grievance procedure
 - iv. Fails to return to work within the terms of the recall after layoff clause
 - v. Exceeds a granted leave of absence (unless they provide a reasonable explanation to the Commission) or uses the leave of absence for reasons other than originally intended
 - vi. Is laid off for a period of thirty six (36) consecutive months or their length of service whichever is lesser
- 11.07** When an employee has been laid off and has returned to work under the provisions of the recall clause in this Agreement, their seniority

shall be determined in accordance with this Article but shall not include any time on lay off.

- 11.08** Whenever an employee is transferred from one classification to another (within the Bargaining Unit) their seniority shall not be affected.
- 11.09** Employees transferring from one Bargaining Unit represented by Local Union **636** of the IBEW to another Bargaining Unit represented by Local **636** of the IBEW (within the Windsor Utilities Commission) - as a result of a job opportunity posting - shall retain their seniority in the Bargaining Unit they posted out of, but shall no longer accrue seniority in that Unit. On the date that the employee commences employment in the other Unit, the employee will begin to accumulate seniority in that Unit.

ARTICLE 12 - JOB POSTING FOR CLASSIFICATION VACANCIES

- 12.00** Applications may be accepted from employees who have not completed their probationary period and who have not been placed on the regular staff.
- 12.01** (a) The Commission through Management Personnel shall notify the Area Representative of the Union *in* writing of any vacancy occurring within the classifications listed in this Agreement. Notice of the vacancy shall be posted on the Labour Relations Board of the Division where the vacancy exists for a minimum of five (5) working days and such posting is to extend to Tuesday of

the next following week.

- (b) Applications will be accepted only from the employees of the Division where the vacancy exists on forms provided by the Commission. It shall be optional for the Commission to consider applicants from third and fourth year Improvers or from employees who have served less than one year in their respective trade as a journeyman. It shall likewise be optional for the Commission to consider applicants for semi-skilled classifications from employees in other semi-skilled positions who have served eighteen (18) months or more as an improver and less than six (6) months as fully qualified. The notice shall contain the following:
- (i) description of the position
 - (ii) qualifications, required knowledge and education
 - (iii) duties, hours of work and hourly wage rate
 - (iv) date of issue and closing
 - (v) direction as to how applications will be received

It is understood that Management Personnel may refuse to consider the application of an employee (for a job vacancy in a classification at the same or lesser skill level as their current position), who has already posted (and transferred) into another position (of the same or lesser skill level) and has been in that position for a period of less than nine (9) months. However, should the advertised vacancy be in a classification at a higher skill level (i.e. semi-skilled - skilled) than their current position, the terms defined

herein shall not be applicable (in order to ensure that upward mobility is not impaired). Management may likewise refuse to consider the application (for a vacancy in a temporary position) of anyone who is currently filling a vacancy on a temporary basis.

- (c) Notwithstanding the foregoing, where a vacancy occurs in the classification of Meter Reader, Storekeeper, Collector or Labourer, notice of the vacancy shall be posted on the Labour Relations Board of both Divisions for a minimum of five (5) working days. Employees transferring from one bargaining unit (contract) to another, except in the case of a temporary transfer, as a result of a job opportunity posting shall retain their seniority in the bargaining unit (contract) that they posted out of and begin to accumulate seniority as of the date of the closing of the posting in their new bargaining unit (contract). Employees assigned to these classifications in accordance with this clause through job opportunity postings will have a probation period of twenty (20) days worked wherein they may elect to revert to their former classification, but nothing in this clause will prevent their *re-assignment* to their former classification with respect to a skilled employee within ninety (90) days worked and with respect to a semi-skilled employee within forty-five (45) days worked, if in the opinion of Management personnel they are unlikely to perform their new duties acceptably.

Employees transferring from one bargaining unit to the other, except in the case of a temporary transfer, as a result of a job opportunity posting shall retain their seniority in the bargaining unit that they posted out of

and begin to accumulate seniority as of the date of the closing of the posting in their new bargaining unit.

Employees assigned to new classifications in accordance with this clause through job opportunity postings will have a familiarization period of up to twenty (20) working days for the successful applicant to a permanent vacancy to assess the job and Management an opportunity to assess the employee's capability. Should the employee provide a reasonable request or not qualify for the position they shall be permitted to return to their previous job and begin to accumulate seniority in their previous bargaining unit on the date of their actual return. This does not apply to the second candidate.

- (d) Management Personnel shall notify the Union in writing of the names of the applicants and the accepted employee, if any, before the appointment is awarded. Notice of accepted applicant to be posted on board in the Division where the vacancy existed within a reasonable time.
- (e) If the Union wishes to discuss the applicants, it shall notify Management within two (2) working days of the receipt of the above notice.
- (f) Any employee who is on scheduled vacation (not exceeding three (3) weeks) when a vacancy is posted pursuant to this clause 12.01 shall be entitled to make application for such vacancy within (2) working days after their return from such vacation.

Any employee who is on maternity leave will

be notified by the Personnel department of any job posting which occur during their maternity leave.

- (g) Where the academic requirements for the posted vacancy is secondary or post secondary school, applications will be considered from the employees who do not meet the academic qualifications provided the employee attains the posted educational qualification within nine (9) months of date of transfer, except as otherwise defined in Article 12.00. This time limit may be extended where courses are not immediately available or in extenuating circumstances.
- (h) Employees assigned to new classifications in accordance with this clause (whether through **job** or job opportunity **postings**) will have a probation period of thirty (30) days worked wherein they may elect to revert to their former classification but nothing in this clause will prevent their **re-assignment** to their former classification with respect to a skilled employee within ninety (90) days worked and with respect to a **semi-skilled** employee within forty-five (45) days worked, if in the opinion of management personnel, they are unlikely to perform their new duties acceptably. During the probationary periods defined herein, it is understood and agreed that Management will meet with these employees to review and discuss their performance and progress on an ongoing basis. A written assessment of any evaluation will be provided to the employee within fifteen (15) days worked after posting into a new classification. Thereafter, similar reports shall be completed on a three (3) month schedule during the remainder of the

progression period. Should any problems or concerns arise during this period, they will be **identified and** brought to the attention of the employee immediately. In the event that a progression is to be withheld and/or extended (for non-disciplinary reasons), the respective J.A.T.C. shall be notified in writing and will - at the earliest opportunity thereafter - convene a meeting of the full J.A.T.C. with Management to discuss the merits of the case prior to the implementation of any such action.

- (i) If the initial successful applicant for a posted position fails to remain in the position for thirty **(30)** calendar days **for** whatever reason, management may forego reposting of the position and accept the next qualified senior applicant **or** failing any such applicant, a new employee may be hired. Should manpower projections or requirements change within the thirty **(30)** days, the next qualified senior applicant will be accepted with no need to **repost** the position.
- (j) In the event that the successful applicant for a posted skilled or semi-skilled position is not transferred to the posted position within four **(4)** weeks of acceptance by the applicant to the position, then the applicant will receive the applicable rate of the posted position or the rate of the current position whichever is greater. In determining the four **(4)** week period, leaves of absence, vacation, sick leave and lost time due to compensable injury will be excluded from the calculation of the four **(4)** week time period. The length of any improvership or probation will continue to be based on the actual date of transfer and will not be affected by a pay rate change implemented under this clause.

12.02 When a temporary vacancy occurs in the classifications covered by this Agreement, such vacancy shall be posted on the Labour-Relations Boards not later than three (3) weeks from the start of said vacancy, except where said vacancy is predetermined to be longer than three (3) weeks in which case, it shall be posted immediately, and the Area Representative of the Union shall be notified in writing provided it is necessary to have a replacement for the absent person. The vacancy will be filled on a temporary basis within two (2) weeks of the posting of the notice until the absent employee resumes their duties or until it becomes apparent that they will not be able to resume them. Should the employee be able to resume their duties, they shall be reinstated, but should they not be able to resume them, the vacancy shall be posted again and an appointment made on a permanent basis. It is understood that Management Personnel may refuse to consider the application of the employee (for a job vacancy at the same or lower pay grade as their current position), who has already posted into another position (of the same or lower pay grade) and has been in that position for a period of less than one (1) year. However, should the advertised vacancy be in a classification at a higher grade level than their current position, the terms herein shall not be applicable. Management may likewise refuse to consider the application (for a vacancy in a temporary position) or anyone who is currently filling a vacancy on a temporary basis.

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

ARTICLE 13 -CLASSIFICATION TRANSFER

13.01 Permanent transfer by application.

- (a) Transfer from e skilled classification to a skilled classification:

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

- (b) Transfer from a skilled classification to a semi-skilled classification or **non-skilled** classification:

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

- (c) Transfer from a semi-skilled or **non-skilled** classification to a skilled classification:

Semi-skilled or **non-skilled** employees transferred to a skilled classification shall be deemed to be Improvers.

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

Semi-skilled employees transferred to another semi-skilled classification shall be deemed to be Improvers and shall be given minimum

credits for fifty per cent (50%) of their training period.

- (e) Transfer from a semi-skilled to a **non-skilled** classification:

Semi-skilled employees transferred to a **non-skilled** classification shall be paid the wage rate of the classification to which they are transferred.

- (f) Transfer from a non-skilled classification to a semi-skilled classification:

Non-skilled employees transferred to a semi-skilled classification shall be deemed to be Improvers.

- (g) Transfer from a **non-skilled** classification to a **non-skilled** classification:

Non-skilled employees transferred to another **non-skilled** classification shall receive the rate applicable to the classification.

- (h) Credits may be granted for previous training or experience at the beginning of the improvership.

13.02 TRANSFER - TEMPORARY

- (a) Employees temporarily transferred to a Bargaining Unit classification carrying a higher wage rate shall be paid at a higher rate, provided however, such transfer is for one (1) full day or more. In order to qualify for payment at the final/ end rate of the higher paid classification the transferred employee must be fully qualified and competent to perform the duties of the classification. In the event that a transferred

employee is not fully qualified - but is capable of performing the essential duties of the job - they shall be paid: ninety five percent (95%) of the higher rate (or at their present rate - whichever is higher) if temporarily transferring from a skilled position to a skilled position or; ninety percent (90%) of the higher rate (or at their present rate - whichever is higher) if temporarily transferring from a semi-skilled position to a skilled position. Any employee transferred who is not fully qualified in the work of the classification shall only be held accountable for the work to the extent that they are qualified.

- b) In the event of an employee being temporarily transferred to a classification with a lower wage rate, they shall continue to be paid at their regular rate.
- c) **NEW**In the event of the absence of a Supervisor for an extended period of time, Management, at its' discretion, may appoint a qualified employee to act as a leader in their absence. If the appointment is for one half ($\frac{1}{2}$) day or more, the employee shall be paid their regular rate of pay plus ten percent (10%) for the period of such appointment.
- d) **NEW** During the absence of an employee in the classification of "Leader", the most senior fully qualified employee (as defined by this Agreement), on the **crew/** in the Department shall fill this vacancy. The employee shall be paid at the Leaders' rate of pay for the period of such appointment.
- e) It is understood that temporary transfers shall not exceed thirty (30) calendar days without the written consent of the Union.

13.03 SURPLUS TRANSFER

- (a) Should skilled employees' job be declared surplus, the Commission will make every effort to place such employees in a skilled classification carrying a comparative wage rate; but if this cannot be done, such skilled employees, subject to possession of necessary skills, ability and seniority, shall be entitled to exercise bumping privileges in a semi-skilled classification, failing which the employees shall be entitled to exercise bumping privileges in a non-skilled classification.
- (b) Should semi-skilled employees' jobs be declared surplus, the Commission will make every effort to place such employees in a semi-skilled classification carrying a comparative wage rate failing which they shall be entitled to exercise bumping privileges in a non-skilled classification.
- (c) An employee who exercises bumping privileges into a non-skilled classification will receive the wage rate of the employee they replaced plus fifteen (15) cents per hour for the first year, ten (10) cents per hour for the second year, five (5) cents per hour for the third year and thereafter the classification rate.
It is expressly understood that no such employee will, by the application of this formula, be entitled to receive more than their former wage rate.
- (d) Employees surplus transferred in accordance with the above shall be afforded the opportunity of returning to their former department, if a vacancy occurs within two

(2) years from date of transfer. Seniority will be the deciding factor in all returns provided employees are capable of performing their duties.

ARTICLE 14 - TEMPORARY SUBSTITUTION FOR SUPERVISORY PERSONNEL

- 14.01** An employee temporarily assigned to the following classifications for a period of two (2) hours or more, shall be paid the rate of the classification while in that capacity: Sub-Foreman, Senior Clerk, Head Cashier, Lead Technologist, Technologist, Technician and Meter Reader Systems Operator.
- 14.02** An employee temporarily assigned to classification of a Supervisory position for a period of two (2) hours or more shall be paid an hourly rate of 10% above the highest rate they supervise while acting in that capacity.
- 14.02a** NEW During the absence of an employee in the classification of "Leader" and/or Sub Foreman, (for reasons including but not limited to - illness, injury, vacation, bereavement and/or training), the most senior fully qualified Journeyman/employee (as defined by this Agreement) on the crew or in the Department, shall fill this vacancy. The employee shall be paid at the Leaders'/Sub Foremans' rate of pay for the period of such appointment.
- 14.03** Should an employee transfer to Senior Credit Clerk or Head Cashier be at the "final" incremental wage rate, such employee shall be paid at the final wage rate for the transferred position being replaced.

ARTICLE 15 - IMPROVER

- 15.01 An Improver shall be a current employee transferred or a new employee hired to a skilled or semi-skilled classification for training leading to full classification status and wage rate as defined by Article 44.
- 15.02 A current employee transferred to a skilled classification will have a training period of four (4) years and shall be paid the following percentages of the rate of the classification to which they have been transferred for training or the Labourer's rate, whichever is greater:
- | | | | |
|----------|--------------|------------|------------|
| 1st year | - 80% | 3rd year- | 90% |
| 2nd year | - 85% | 4th year - | 95% |
- thereafter **100%** of the classification rate
- 15.03 A new employee hired to a skilled classification will have a training period of four (4) years and shall be paid the following rates:
- | | | |
|----------------|------------|----------------------------|
| 1st six months | 70% | of the classification rate |
| 2nd six months | 75% | |
| 3rd six months | 80% | |
| 4th six months | 85% | |
| 3rd year | 90% | |
| 4th year | 95% | |
- Thereafter **100%** of the classification rate
- 15.04 An Improver to a semi-skilled classification with a one (1) year training period shall be paid the following rates:
- | | |
|------------------|---|
| 1st six months - | Labourer's rate |
| 2nd six months- | labourer's rate plus fifty percent (50%) of the difference between the Labourer's rate and the rate of the classification to which the employee has |

been transferred AND
Thereafter - the full classification rate

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

1st six months	- 90%
2nd six months	- 92.5%
3rd six months	- 95%
4th six months	- 97.5%
Thereafter	- 100%

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

15.07 Employees assigned to new classifications in accordance with this clause will have a probation period of thirty (30) days worked wherein they may elect to revert to their former classification, but nothing in this clause will prevent their re-assignment to their former classification, with respect to a skilled employee within ninety (90) days worked and with respect to a semi-skilled employee within forty-five (45) days worked, if, in the opinion of Management Personnel, they are unlikely to perform their new duties acceptably. Affected skilled classifications are Site, Stores, Meter Repair, Sub-Foreman Meter Department.

During the probationary periods defined herein, it is understood and agreed that Management will meet with these employees to review and discuss their performance and

progress on an ongoing basis. A written assessment of any evaluation will be provided to the employee within fifteen (15) days of posting into a new classification. Thereafter, similar reports shall be completed on a monthly schedule during the remainder of the probationary period. Should any problems or concerns arise during this period they will be identified and brought to the attention of the employee immediately. In the event that a probationary period must be extended or in the event that the incumbent is to be **re-assigned** (in accordance with the provisions of the Agreement), the Union shall be notified in writing as to the reason and will be allowed to be in attendance with the employee at any meeting with Management to discuss the merits of the case prior to the implementation of any such action.

- 15.08** The Union and the Employer agree to establish (and maintain) a Joint Apprenticeship Training Committee.

ARTICLE 16 - NEW - LEARNER

- 16.01** Learners and Improvers are now deemed to be equivalent.

ARTICLE 17 - NEW - LOSS OF TRAINING TIME

Where Improvers have been absent due to illness, leave of absence or through injury covered by the Workplace Safety and Insurance Act they shall be required, before they are rated as a skilled or semi-skilled employee, to make up all such time lost, **less** a credit equivalent to their Annual Sick Leave Allowance as provided under Article 38. This would be a maximum of

eighteen (18) working days in any one (1) year training period (for skilled positions) and nine (9) working days in any six (6) month training period for semi-skilled positions. Should the time thus lost exceed the allowances defined, such allowances would be forfeited and the employee would be required to serve all time lost before advancing to the next level of progression.

ARTICLE 18 - LAY OFF & RECALL

18.01 For the purposes of this Collective Agreement, a "lay off" will be defined as a reduction in the workforce which results in a displacement of **employee(s)**, a reduction in their regular hours and/or a loss of employment. Such a lay off shall be deemed indefinite if any **employee(s)** is laid off for a period of more than twenty (20) working days. In such circumstances, affected employees shall have the right to:

- accept the layoff and retain their recall rights or;
- exercise their bumping rights or
- accept a **VEP** as described hereafter.

If however, the lay off is temporary (**ie**: for a period of up to twenty (20) working days) the affected **employee(s)** shall have the right to:

- accept the layoff and retain their recall rights or;
- exercise their bumping rights.

18.02a No member of the Bargaining Unit shall be laid off if any other employment for such member is available with the Employer. Management will discuss with the Union, any contemplated reduction in staff prior to such becoming effective. In the event that a reduction of staff does occur - probationary

and/or temporary employees, contractors and/or any other persons who are not full time permanent employees (who are performing the work in question) shall be released before any bargaining unit employee is laid off.

18.02b Should such a lay off be deemed indefinite, the Employer shall provide any **employee(s)** so affected written notification of same at least sixty (60) working days in advance of the effective date of said lay off (or payment in lieu thereof). A copy of said notice will be forwarded to the Union. If however, the lay off is temporary (i.e. for a period of up to twenty (20) working days); the Employer shall provide any **employee(s)** so affected written notification of same at least ten (10) working days in advance of the effective date of said lay off (or payment in lieu thereof). A copy of said notice will be forwarded to the Union.

18.02c Any employee laid off on account of business conditions shall be given preference for re-employment when business conditions justify, if such employee is available, subject to seniority rights (which for the purposes of this clause shall include all time with the Windsor Utilities and any of its' successors). The **employee(s)** shall be advised of the Commissions intentions by registered mail bearing a "return if not delivered in ten (10) days" notice to the last known address of the employee. The employee affected shall notify the Commission by registered mail of any change in address. Failure of the employee, to whom the notice is mailed, to receive the notice within the time specified will terminate any obligation on the part of the Commission. The Business Representative of the Union will

be notified when an employee has been advised to return to work.

18.02d No member of the bargaining unit shall be laid off due to technological changes in procedures if any other employment with the Commission for such member is available, and it is expressly understood and agreed that such contemplated reduction in staff prior to such reduction becoming effective. In the event that a reduction in staff does occur, it is expressly understood that probationary and/or temporary employees performing the work in question shall be released before any bargaining unit employee is laid off.

18.02e Should it become necessary to reduce the workforce within a classification within a Division, employees shall be laid off in reverse order to Divisional seniority and any employee so affected shall then exercise his or her seniority in the following manner:

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

18.02f Employees who have been laid off within the Division shall be recalled in order of seniority and may be eligible to fill a vacancy in classification higher than their former position provided they have the necessary qualifications. Still, the employee may be required to serve a familiarization period of one (1) month upon return and may, subsequent to acceptance in the position, be required to upgrade their skills in the new classification.

18.03 NEW - Early Retirement Incentives (ERI)
In order to minimize the potential for lay offs, should a reduction in the workforce be contemplated by the Employer prior to issuing any layoff notice(s), the Employer will first offer an ERI to a sufficient number of employees who are eligible for early retirement under OMERS within the classification(s) affected. Such offers will be made to all eligible employees in the affected classification(s) and awarded on the basis of seniority to the extent that the maximum number of employees within the classification(s) who would otherwise have received lay off notices. Any employee accepting an early retirement incentive shall receive (following completion of their last day of work) - a retirement allowance equal to two (2) weeks normal gross weekly earnings for each year of continuous service plus a pro rated amount for any additional partial year of service to a maximum of twenty six (26) weeks normal gross weekly earnings.

18.04 NEW - Voluntary Exit Program
In the event that a permanent/indefinite staff reduction does occur (for any reason whatsoever), any employee(s) removed from the active payroll (who has a minimum of five (5) years seniority) shall receive a Voluntary Exit Allowance in accordance with the following:

1. Any and all employees so affected shall be given an opportunity to accept a voluntary exit package or retain their rights to recall in accordance with the terms defined by the Collective Agreement. An employee will only be entitled to choose one of these options.

2. Any employee who accepts a Voluntary Exit package will receive (following the completion of their last day of work) an allowance equivalent to two (2) weeks normal gross weekly earnings for each year of service plus a prorated amount of any additional year of employment to a maximum of twenty six (26) weeks normal gross weekly earnings.
3. As part of their retraining program, any employee accepting a Voluntary Exit package will, on production of receipts from an approved educational program, also be entitled to reimbursement for tuition fees (in accordance with the Commission's tuition refund program) - for a period of twelve (12) months following the effective date of their layoff.
4. Upon acceptance of the allowances defined herein, the employment relationship between the employee and the Employer shall terminate.

ARTICLE 19 - NORMAL WORKING HOURS

- 19.01** The normal working hours for **Office** employees shall be thirty five (35) hours per week consisting of eight (8) consecutive hours per day (which will include a one [1] hour unpaid lunch period), Monday through Friday inclusive. There shall be no "split shifts" introduced, implemented or established in any Department for any employee within the Bargaining Unit.
- 19.01aNEW** The normal working hours for **Technical Service** employees (including Engineering Technologists, Junior Engineering Technologist,

Engineering Technicians, Senior CAD Technician, CAD Technicians and Caretaker) shall be thirty seven and one half (37 ½) hours per week consisting of eight (8) consecutive hours per day (which will include a one half hour unpaid lunch period), Monday through Friday inclusive. There shall be no "split shifts" introduced, implemented or established in any Department for any employee within the Bargaining Unit.

- 19.01b **NEW** The normal working hours for **Collectors** shall be forty (40) hours per week consisting of eight (8) consecutive hours per day (which will include a one half [½] hour paid lunch period), Monday through Friday inclusive. Daily hours shall be 8:00 a.m. to 4:00 p.m. year round. There shall be no "split shifts" introduced, implemented or established in any Department for any employee within the Bargaining Unit.
- 19.01c **NEW** The normal working hours for **Caretakers** shall be forty (40) hours per week consisting of eight and one half (8 ½) consecutive hours per day (which will include a one half [½] hour unpaid lunch period), Monday through Friday inclusive. There shall be no "split shifts" introduced, implemented or established in any Department for any employee within the Bargaining Unit.
- 19.01d **NEW** The normal working hours for non-shift workers shall be forty (40) hours per week consisting of eight (8) hours per day - Monday through Friday inclusive. Daily hours shall be 8:00 a.m. to 12:00 noon and 12:30 p.m. to 4:30 p.m.
- 19.02 Shift workers are those employees regularly scheduled to work in shifts, either overlapping, two or three shift operations. Shift employees

may be required to work Saturdays, Sundays or Holidays as part of their regular schedule. Rest days for shift employees shall be consecutive. The creation or establishment of any classification to be deemed subject to the terms and conditions of this clause shall first be discussed with the Union thirty (30) days prior to any such implementation.

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

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

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

The premium pay for less than 12 hours between scheduled shifts shall not apply to the following:

- (a) Less than 12 hours between shifts is part of the regularly scheduled hours of work;
- (b) Mutual shift changes as arranged by the employees;
- (c) Rescheduling for personal time off, Union business or training seminars or courses.

19.04 Summer Hours will be applicable only between the first Monday in April and the first Monday in November inclusive. During this period, all non-shift employees shall be required to remain

on the job during their twenty (20) minute paid lunch period which must be taken no later than, 12:30 p.m. each day. This lunch period does not include the ten (10) minute wash up time provided under Article 25.01. Daily hours shall be from 7:30 a.m. until 3:30 p.m. for all non-shift employees. There shall be no "split shifts" introduced, implemented or established in any Department for any employee within the Bargaining Unit.

- 19.05 NEW These hours of work may be subject to change, but only by mutual agreement between the Union and the Commission.

OVERTIME WORKING HOURS

- 20.01 Non-Shift workers shall be paid two (2) times the standard hourly rate for all hours worked in excess of eight (8) hours a day, Monday to Friday, and for all hours worked on Saturdays, Sundays and Paid Holidays.
- 20.02 Shift workers shall be paid two (2) times the standard hourly rate for all hours worked in excess of their scheduled working hours, and for all hours worked on their scheduled Days Off and Paid Holidays.
- 20.03 Whenever reasonably practicable, the opportunity for overtime shall be distributed on a rotational basis on a total hours concept in each calendar year among the employees normally performing the work for which the overtime is being paid. This will not apply where continuity of work is involved and in no event will this clause be construed to mean equalization of overtime.

20.04 If an employee works more than four (4) hours in the eight (8) hour period immediately preceding the commencement of their regularly scheduled shift, they shall be allowed time off with pay at their regular rate, equivalent to two (2) times the time worked in excess of four (4) hours in the said eight (8) hour period before reporting for work on that regularly scheduled shift, save and except when the employee is **prescheduled** to fill a vacancy on the shift immediately prior to their regularly scheduled shift. Should the allowed time off be two (2) hours or less the employee shall have the option of taking the time at the beginning or prior to the end of that shift.

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

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

20.06 All employees shall have the option at the conclusion of working overtime to request time off in lieu of cash payment of the overtime worked. Time off shall be credited to the employee at a minimum of one (1) hour increments at a rate of one and one half (1½) times the number of hours worked. Time in lieu may be banked, not to exceed a period equal to the employee's normal work week and must be taken within the contract year (i.e. by March 31 of the following year). Requests for use of Lieu Time will not be unreasonably withheld, but will be subject to approval by Management and restricted by the respective Departmental policies governing the scheduling of vacations.

Any unused Lieu Time as of March 31 in any year will be paid out at two (2) times their normal rate.

- 20.07** NEW When an employee is scheduled to work planned overtime, and such work is subsequently cancelled, the employee shall be paid four (4) hours at their regular rates unless the employee is notified of the cancellation prior to the scheduled commencement of such work.
- 20.08** Recognizing and respecting the need to allocate overtime assignments as equitably as possible among the employees normally performing the work for which overtime premiums are being paid; the opportunity for any such work will (whenever reasonably practicable) be distributed on a rotational basis within the Department using a "total hours" concept in each calendar year.

In order to ensure that the available overtime opportunities are afforded to all employees in a fair and consistent manner, a list will be posted in each respective Department with the names and total hours charged to each employee. This list will be updated by the Commission on the next normal working day following the day that the overtime work has arisen. The list will be adjusted to ensure that those with the lowest number of hours will be moved up accordingly. Effective January 1st of each calendar year, the list will start fresh with all employees having zero (0) hours charged and their names listed in descending order based upon seniority.

ARTICLE 21 - VOLUNTARY SUBSTITUTION

When a shift worker voluntarily agrees to work

additional time to relieve another employee, the overtime rates shall not apply. All substitution must be authorized in advance.

ARTICLE 22 - SHIFT PREMIUM

- 22.01** All shift workers working between the hours of 4:00 p.m. and midnight shall be paid a premium of one dollar (**\$1.00**) per hour effective April 1, 1998 and all shift workers working between the hours of 12 midnight and 8:00 a.m. shall be paid a premium of one dollar and ten cents (**\$1.10**) per hour effective April 1, 1998. This premium shall also apply to any employee whose normally scheduled shift commences at twelve (**12**) noon or thereafter.
- 22.02** Employees who work normally scheduled shifts on Saturday or Sunday shall receive a weekend shift premium of one dollar and ninety five cents (\$1.95) effective April 1, 1998 in addition to the shift premium under clause **22.01** hereof, if any.
- 22.03** Shift premiums under clauses **22.01** and **22.02** hereof shall not be payable if overtime rates are in effect.

ARTICLE 23 - CALL OUT

- 23.01 NEW** Employees who are called out to meet emergent conditions shall be paid a minimum of four (4) hours at regular rate, provided such working time is not contiguous to the normal hours of employment.
- 23.01a** Computer Operators will be provided with pagers to respond to calls for assistance on the following basis:

One Operator will be designated as being on Stand By for a period of one week which shall include the specific hours of Monday 00:00 to 7:30 a.m. and Tuesday through Friday 1:00 a.m. to 7:30 a.m. and 1:00 a.m. Saturday to 12:00 midnight Sunday. Compensation for Stand By shall be at the shift premium rate applicable for the times in question.

Computer Operators may make mutual changes to their Stand by schedule provided they notify their supervisor in advance of the impending change.

Work performed as a result of a call while on Stand By shall be compensated as follows:

- Work which is performed from home will attract double time pay with a minimum of fifteen (15) minutes from the time of call to a maximum of ½ hour in a twelve hour period
- Work which is required to be performed from the office will attract double time pay with a minimum of two hours from the time of call

Stand by allowances will not be applicable for any weekday (Monday to Friday) or twelve hour period beginning Saturday 1:00 a.m. to Sunday midnight where the Computer Operator assigned to Stand by duties is off work due to a work injury or illness, whether or not approved by WSIB, maternity leave, parental leave, leave of absence without pay or extended sick leave (two consecutive or greater days).

Computer Operators on Stand by who are unable to respond to calls only for reasons of bona fide sickness are required to notify their supervisor immediately upon making themselves unavailable and will forfeit the stand by allowance for the day(s) in which they

are incapacitated for the Monday to Friday schedule and for each twelve (12) hour period in which they are incapacitated for the Saturday to Sunday schedule.

- 23.02** Pay for emergency overtime shall be continuous from the time of call-out to the time when the employee involved is dismissed providing the period of time from call out to time of reporting for work is not excessive.

ARTICLE 24 - MEAL ALLOWANCES

- 24.01** The Commission shall pay a meal allowance of ten dollars (\$10.00) after an employee has completed two (2) contiguous hours but less than three (3) hours overtime work. The time required to consume such food shall not be considered part of the overtime period.
- 24.02** If the overtime work of an employee exceeds three (3) hours, the employee shall be allowed one-half (1/2) hour to consume such food and such time shall be considered part of the overtime worked; and thereafter a meal allowance of ten dollars (\$10.00) shall be granted for each completed four (4) hours of overtime on the same basis.
- 24.03** During emergency overtime the Commission shall pay a meal allowance as in article **24.01** when an employee has started and completed four (4) hours overtime work and every four (4) hours thereafter.
- 24.04** If a shift employee who is called out to replace an employee is not given at least two (2) hours notice to report for work under this clause, the employee called out shall receive a meal allowance. This paragraph shall apply to Mechanics.

**ARTICLE 25 - TIME ALLOWANCE FOR CLEAN UP
AND REST PERIOD**

- 25.01** Outside Employees shall be granted ten (10) minutes clean-up time before lunch and before quitting time.
- 25.02** Outside Employees shall be granted ten (10) minutes in the morning and ten (10) minutes in the afternoon for the purpose of a rest period.
- 25.03** NEW Office Employees shall be granted fifteen (15) minutes in the morning and fifteen (15) minutes ~~in~~ the afternoon for the purpose of a coffee **break/rest** period.
-

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

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

ARTICLE 27 - LEAVE OF ABSENCE WITHOUT PAY

- 27.00** Employees may be granted a leave of absence for legitimate personal reasons subject to the following conditions:
- (a) The Commission shall pay its normal share

of fringe benefits, "Life Insurance and Group Health Insurance Plans", for an employee for periods of granted leave of absence for ten (10) days only in any calendar year.

(b) The employee shall pay the total normal cost of fringe benefits noted above for periods of granted leave of absence in excess of ten (10) days in any calendar year.

(c) NEW Employees may (at the discretion of Management be granted a leave of absence without pay before their vacation time and/or lieu day privileges have been exhausted, provided that such time has been scheduled (and approved).

27.01 NEW Union Leave - The Employer shall grant those elected Representatives of the Union, who so require, leaves of absences to attend to Union Business. The Union will provide the Employer with advance written notification of any scheduled meetings. In such circumstances, those in attendance will continue to be paid their full normal wages by the Employer during such proceedings. Accordingly, for those days spent on Union business, the Union will be billed for the wages of the members acting in this capacity - at their regular hourly rate with no additional burden assessed.

27.02 NEW Maternity/Paternal Leave - Leave of absence without pay shall be granted upon the birth of a child pursuant to the provisions of the Employment Standards Act, and during such leave of absence, seniority shall accrue for all purposes. When the leave of absence has expired, the Employee shall be entitled to resume his/her former job at the same rate of pay, and with the same benefits previously

enjoyed.

ARTICLE 28 - BEREAVEMENT LEAVE

28.01 Bereavement Leave is intended to grant an employee up to a maximum of three (3) working days absence from work with pay immediately following the date of death of a member of their immediate family except in the case of a spouse or child wherein the maximum is four (4) days to make funeral arrangements and to attend the funeral. The day following the funeral would be a consideration where extensive travel time is involved, or if the employee is the executor and must carry out these duties on the day following the funeral. In the event the death occurs during the employee's vacation, or on a paid Holiday (as defined by Article 40) they will be entitled to an extension of their vacation equal to the time they would have been granted had they not been on vacation.

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

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

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

28.02 In the event of the death of any other relative,

time off with pay may be granted not to exceed one (1) day.

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

ARTICLE 29 - EQUIPMENT

- 29.00** Meter Readers, Collectors & Labourers who have completed their probationary period and on the active payroll will be entitled to a reimbursement of One Hundred and Fifty Dollars (\$150) for safety footwear to be paid annually on April 1st of each year. Employees not on staff as of the date of payment will be entitled to a **pro-rated** allowance.

29.01The Commission shall supply hard hats, liners, rubber gloves, work gloves, rubber boots and liners, rain coats, spurs, belts, flash goggles and necessary tools where required and while engaged in duties for the Commission, and one (1) shop coat per year for employees in the Storekeeper and Transformer Test and Repair classifications, one (1) pair of coveralls per year for employees in the Auto Mechanic and Welder classifications and necessary protective clothing for employees in the Welder classification.

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

29.01a NEW - All Outside Employees covered by this Agreement in the classifications of: Sub Foreman - Meter Department, Meter Technician, Shop Meter Person, Meter Shop Assistant, Meter Installation & Removal S.P., Auto Mechanic, Sub Foreman Site, Lead Welder, Welder, Transformer Test & Repair, Sub Foreman - Stores, Storekeeper, Leader Meter Repair (Water) and Meter Repairperson (Water), shall be required to wear flame retardant orange (AGO) safety clothing while on duty for the Employer. Accordingly, an individual account for each employee covered by this Agreement shall be established with the supplier by the Employer to provide them with AGO/Safety Clothing. Such accounts will have a present spending limit of two hundred fifty dollars (\$250.00) each for 1999 and an annual limit of two hundred dollars (\$200.00) each, every year thereafter. These allowances will be made available on April 1st of each calendar year - with the exception of the 1999 allowance which will be available no later than six (6) weeks following ratification. If such allowances are not spent by December 31st of each calendar year, they shall be forfeited by the employee.

29.01b NEW Meter Readers and Collectors will receive a boot allowance as per the current Collective Agreement. In addition employees in these classifications will receive the following uniforms: Meter Reader every two (2) years: Choice of four (4) pants or shorts, choice of six (6) long or short sleeve shirts, one (1) winter coat, one (1) spring coat, one (1) pair of rubber boots, rain gear. Collector every two (2) years: Four (4) pants, choice of six (6) long or short sleeve shirts, one (1) winter coat, one (1) jacket, rain gear.

- 29.02** The Commission shall supply lab coat for Laboratory Technicians.
- 29.03** It is the personal responsibility of each employee to report to their immediate supervisor any defects in tools, protective clothing or safety equipment.
- 29.04** The Commission shall supply hard hats, liners, rubber boots, coveralls, work gloves, rain coats and AGO parkas for the following classifications: Hydro/Water/Technical Services Technicians, Technologists, Advisors, Analysts, CAD Operators and Caretaker who require the same subject to the limitation that such equipment will be replaced not more often than once in two (2) years.
- 29.05** The Commission shall pay up to a maximum of one hundred dollars (\$100.00) annually toward the purchase of safety shoes for the following classifications: Hydro/Water/Technical Services Technicians, Technologists, Advisors, Analysts, CAD Operators and Caretaker

ARTICLE 30 - SAFETY REGULATIONS

- 30.01** Work on high voltage equipment: when work is done on equipment of 2,000 volts or more to ground, two (2) skilled employees or one (1) skilled employee and at least a person who has completed the second (2nd) year of their improvership in the classification concerned shall be assigned to the job.
- 30.02** Work will be performed in accordance with the code of rules, techniques and procedures approved by the Electrical Utilities Safety

**ARTICLE 31 - RESUSCITATION, ACCIDENT
PREVENTION AND FIRST AID**

31.01 It is hereby agreed that two (2) consecutive hours (with pay) will be scheduled by Management once every other month for all employees covered by this Agreement in the classification of: Sub Foreman - Meter Department, Meter Technician, Shop Meter Person, Meter Shop Assistant, Meter Installation & Removal S.P., Auto Mechanic, Sub Foreman Site, Lead Welder, Welder, Transformer Test & Repair, Sub Foreman - Stores, Storekeeper, Leader Meter Repair (Water) and Meter Repairperson (Water), Meter Readers, Collectors and Caretaker to attend safety meetings, discuss accident prevention, and receive safety instruction under competent supervision. Special arrangements, where necessary, will be made to allow participation by shift employees.

31.02 All Employees covered by this Agreement in the classification of: Sub Foreman - Meter Department, Meter Technician, Shop Meter Person, Meter Shop Assistant, Meter Installation & Removal S.P., Auto Mechanic, Sub Foreman Site, Lead Welder, Welder, Transformer Test & Repair, Sub Foreman - Stores, Storekeeper, Leader Meter Repair (Water) and Meter Repairperson (Water), Meter Readers, Collectors, Caretaker and one (1) representative from each floor of each office, will be certified in CPR and Basic First Aid techniques through training programs directed by qualified instructors (as approved by WSIB to deliver such certification training). Such certification training will be offered on an

ongoing basis with all employees **renewing/updating** their certificates of qualification (in both CPR and First Aid) every two (2) years. These programs will be fully funded by the Commission and all employees will be allowed to participate in this training during normal working hours without any **loss** of wages, benefits or other entitlements.

- 31.03** In addition to any other training provided in accordance with this clause, any employees who require special training and/or safety instruction (in such areas as pole top or bucket rescue, confined space or manhole rescue and/or trenching safety) will be allowed to practice such skills (under competent supervision) with a minimum of one (1) hour with pay being scheduled for such programs, at least twice annually.

ARTICLE 32 - RETIREMENT

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

ARTICLE 33 - 30/55 YEARS

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

ARTICLE 34 - PAY DAYS

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

ARTICLE 35 - JURY DUTY AND CROWN WITNESS

- 35.01** An employee who is summoned and reports for jury duty and/or jury selection shall be granted a leave of absence with pay for any time lost from their normal work week provided:
- (a) they have notified the head of their department immediately upon receiving such jury duty summons; and
 - (b) they shall have deposited with the Director of Finance the full amount of compensation received for such jury duty less any allowed travelling expenses.
 - (c) any shift employee who is summoned and reports for jury duty or **serves** as a Witness will be granted a leave of absence with pay from their normally scheduled shift.

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

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

ARTICLE 36 - CONTRACTING OUT

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

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

36.01 The Employer shall retain the right to enlist the services of contractors, provided that the contracting out of work that can be performed by employees in the Bargaining Unit does not directly ~~or~~ indirectly cause any Employee covered by the terms of this Agreement to be discharged, indefinitely and/or temporarily laid off, transferred to a lower paying classification or have their regular hours of work or wages

reduced.

36.01aNEW The Union recognizes that the Commission may, from time to time, assign certain work to contractors (who, may occasionally be required to work on site at the same time as Commission Employees). Notwithstanding the foregoing, it is expressly understood that - at no time and under no circumstances, shall any Bargaining Unit Employee (covered by the terms of this Agreement) be: in any way held accountable for these crews and/or subject to direction of or be a part of such crews during the completion of their respective work assignments.

36.02 NEW - Technological change shall mean "the introduction of equipment or material of a different nature or kind from that previously used by the employer, together with a change in the manner in which the employer carries on its operations that is directly related to the introduction of that equipment or material".

36.03 NEW - Where new or different skills are required than are already possessed by the affected employees as a result of a technological change, such employees shall, at the expense of the employer, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which they may acquire the necessary skills required.

36.04 NEW - An Employee who becomes redundant or is displaced from his job as a result of technological change shall have an opportunity to fill any vacancy for which he has seniority and which he is able to perform, and if there is no vacancy, shall have the right to displace employees with less seniority provided he is able to perform the job of the employee to be

so displaced.

- 36.05** NEW No member of the Bargaining Unit shall be dismissed, indefinitely and/or temporarily laid off, transferred or have their normal hours of work or rate of pay reduced due to technological changes in procedures.

ARTICLE 37 - VACATIONS

- 37.01** All vacations shall be taken during the calendar year after which they were earned except vacations unused because of sickness or accident. Vacations unused because of sickness or accident shall be taken in the year of return to work or, if impractical to schedule, in the following year or paid at the prevailing rate at the end of the qualifying year. If the sick or injured employee should retire, be receiving disability pension benefits or should die, the vacation entitlement of such employee shall be paid, at the regular rate applicable to such employee at the time of retirement or death, to such employee or the estate of such employee.

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

- (a) No vacation shall be granted in the first (1st) calendar year, which shall be the year in which an employee commenced employment.
- (b) In the second (2nd) calendar year an employee who has completed one (1) but less than six (6) months service on the regular staff in the calendar year preceding, shall be granted Five (5) days vacation. An employee who has completed more than six (6) months continuous

service on the regular staff in the calendar year preceding shall be granted ten (10) vacation days.

- (c) In the third (3rd) calendar year two (2) weeks vacation shall be granted and similarly until the fifth (5th) calendar year.
- (d) In the fifth (5th) calendar year three (3) weeks vacation shall be granted and similarly until the tenth (10th) year.
- (e) In the tenth (10th) calendar year of employment, four (4) weeks vacation shall be granted and similarly until the sixteenth (16th) calendar year.
- (f) In the sixteenth (16th) calendar year one (1) additional day of vacation will be granted with pay and in the seventeenth (17th) calendar year a further additional day and likewise thereafter one (1) additional day for each additional year of continuous employment thereafter to a maximum of five (5) additional days occurring in the twentieth (20th) calendar year.
- (g) In the twenty fifth (25th) calendar year, five (5) additional days pay at the employees' regular hourly rate shall be granted; payment of these days shall be included in the first pay in December each year or in lieu of payment, the employee may elect to take these days as part of their regular vacation provided they make such application by June 1 and any such entitlement shall not be pro rated in the year of retirement.

37.02 No employee shall take more than two (2) weeks vacation between the third (3rd) Monday in June and the first (1st) Friday in September in any year except with the approval of

Management.

- 37.03** In order to meet the problems occasioned by longer vacations, Management may, in its discretion, direct that the vacation of any employee or group of employees be taken at such time as will permit efficient service being rendered to the public, providing however, that employees shall be allowed at least two (2) weeks of their vacation between the Third (3rd) Monday in June and the First (1st) Friday in September.
- 37.04** Employees leaving the employ of the Commission for any reason except discharge will be paid for their accrued vacation earned and unused for which they have not been paid.
- 37.05** Discharged employees will be paid such percentage of wages earned in their last calendar year as required by the Labour Laws of Ontario in lieu of vacation allowance.
- 37.06** In determining vacation priority up to February 15th of each calendar year, employees will be allowed to submit their requests for vacation on a "rotational schedule (as established within their Department) - beginning January 1, 2000.
- 37.07** **NEW** All outside employees will be allowed to transfer up to five (5) days vacation to the following year beginning January 1, 2000.
- 37.08** Employees may be allowed to take one half (½) day vacations upon providing Management with reasonable written notice.
- 37.09** Vacation credits may be carried over to the next year for maternity leave provided such vacation is taken continuous to the leave.

- 37.10** Employees absent from the active payroll for greater than one (1) month (i.e. four (4) consecutive weeks) in the case of an approved L.O.A. or claim under the L.T.D. Plan (i.e. after the elimination period) or greater than two and one half (2½) months (i.e. ten (10) consecutive weeks) in the case of parental leave or greater than nine (9) months (i.e. thirty-six (36) consecutive weeks) in the case of a maternity and parental leave; will have their vacation entitlement for the next calendar year pro rated for periods in excess of the periods defined to reflect the time on the active payroll effective April 1, 1995.
- 37.11** NEW Should an employee's vacation be cancelled or postponed (after such vacation has been requested and subsequently approved by the Employer), the Employer agrees to provide full reimbursement for any deposits, cancellation fees or other similar expenses incurred by the employee as a result of such action (upon production of receipts).

ARTICLE 38 - SICK LEAVE

- 38.01** For absence due to bona fide illness, employees shall be granted sick leave on the basis on one and one half (1½) days at normal rate of pay for each full calendar month of employment on the active payroll.
- 38.01a** Any employee hired after the date of ratification, shall earn sick leave credits (retroactive to their original date of hire) upon the successful completion of their probationary period. Such credits shall be used for absence due to bona fide illness and entitlement shall accrue in accordance with the following schedule:

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

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

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

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

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

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

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

38.04 Upon termination of employment employees who have a minimum of Two Thousand Eighty

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

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

38.06 NEW In any and all cases where the employer has requested a medical note, the Employer will pay one hundred percent (**100%**) of the costs for providing any such note.

ARTICLE 39 - PENSION AND INSURANCE

- 39.01** The Commission and the employees will participate in the Ontario Municipal Employees Retirement System Basic Plan - (O.M.E.R.S.) and the Canada Pension Plan on an integrated basis.
- 39.04** The Commission has enrolled all eligible employees in an O.M.E.R.S. Type 1 - 100% Supplementary Pension Benefit Plan to provide supplementary pension benefits for credited service with The Windsor Utilities Commission prior to January 1, 1966. The valuation date of the plan is January 1, 1984.
- 39.03** The Employer shall pay the full premium cost to provide life insurance coverage for all employees under a group policy. The policy, as provided through the MEA, will provide coverage equal to at least one and one half (1½) times the employee's basic annual earnings to the next highest one thousand (\$1,000) dollars.
- 39.04** The Commission has enrolled all eligible employees (hired before January 1, 1983), in an O.M.E.R.S. Type 3 Supplementary Pension Benefit Plan with a valuation date of January 1, 1982. The plan to provide for a supplementary pension for each covered employee who retires within ten (10) years before his normal retirement date and has completed thirty (30) years of service with The Windsor Utilities Commission.

The Employer shall pay the full premium cost to provide life insurance coverage for all employees under a group policy. The policy, as provided through the MEA, will provide coverage equal to at least one and one half

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

39.05 The Commission shall make life insurance coverage for Spouses and Dependents (ie. \$10,000 & \$5,000) available, with the full costs of premiums covered by the Employee.

ARTICLE 40 - PAID HOLIDAYS

40.01 Days to be recognized as paid holidays during the year shall be New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day, the day immediately **before** Christmas Day, Christmas Day, Boxing Day, and the day immediately **before** New Year's Day **or** the day which may be observed as the effective paid holiday for any of such days and in addition to the above, any additional holiday which may be proclaimed by the Governor General or Lieutenant - Governor in Council.

40.01aNEW In order to qualify for payment of the Paid Holidays outlined in Article 40.01, employees must work both the day before and the day after such Holidays (or those days recognized as the effective Paid Holidays). However, Employees who are not at work on said days will be deemed to qualify for Holiday pay, for reasons including but limited to - Union Leave, Bereavement Leave, long term illness, short term illness (with a Dr's note), Training, Vacation (including Lieutime), Jury Duty, Injury (whether or not it is compensable under WSIB) and/or a regularly scheduled day off - those Employees who are not at work on said days will be deemed to qualify for Holiday pay.

40.02 When any of the paid holidays listed falls on a Saturday or a Sunday and should any other day not be observed as the effective paid holiday by

statute, a day off in lieu of for non-shift employees will be designated to fall within the previous week or the following week contiguous to the weekend. The designated days, if any, will be posted by January 15th in each year.

- 40.03** When a paid holiday or the day which may be observed as the effective paid holiday falls within the vacation of the non-shift employee, such paid holiday shall not be counted as vacation but shall be allowed to the employee at a time satisfactory to Management.
- 40.04** For each of the paid holidays or those days observed as the effective paid holiday all shift employees who work such paid holiday shall either: a) Receive a days pay of eight (8) hours at the regular hourly rate and, in addition, receive payment for the hours worked at a rate two (2) times the regular hourly wage or (b) Take a lieu day of eight (8) hours off with pay (at the regular hourly rate) at a time mutually agreed upon by the employee and management and, in addition receive payment for those hours worked at a rate two (2) times the regular hourly rate. Should a mutually agreed upon time for use of lieu time not be achieved, then payment for such hours will be made.
- 40.05** It is agreed that when a holiday or those days observed as the effective paid holiday falls upon the normally scheduled day off of a shift employee, said employee shall either:
- a) Receive an additional eight (8) hours pay at the normal hourly rate; or
 - b) Take a lieu day of eight (8) hours off with pay at the regular hourly rate at a time mutually agreed upon by the employee and management.

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

ARTICLE 41 - GROUP HEALTH INSURANCE PLANS

41.01 During the life of this Agreement the Employer agrees to pay one hundred percent (100%) of the premium costs for group health benefits listed herein (except as otherwise specifically defined below). In so doing, coverage will be provided for: all employees, their spouses and/or eligible dependents (including overage dependents as defined by Green Shield); employees receiving disability benefits (including, but not limited to STD, LTD, OMERS Disability, and/or CPP Disability); retirees, their spouses and/or their eligible dependents and; in the event of the death of an active employee or retiree - their surviving spouse and/or eligible dependents. The Plan will include the following:

- I. The Employer Health Tax
- II. Green Shield Supplementary Plan for Semi Private Hospital Care
- III. Green Shield Apoth-O-Care Drug Plan (Product Selection) - with diabetic coverage and prescription co-payment of three (3) dollars
- IV. Green Shield Dental Plan 50 - including Orthodontic coverage (to a lifetime maximum of two thousand dollars (\$2,000) and one thousand dollars (\$1,000) maximum for caps, crowns and bridges
- V. Green Shield Vision Care Plan 7 - providing two hundred (\$200) dollars

- VI. every twenty four (24) months
Green Shield Audio Plan H1 • including
Hearing Aids
- VII. Green Shield Extended Health Services
Plan - including Out of Province Travel
Assistance (Plan QJ); Nursing Home N6
and Chiropractic therapy
- VIII. Overage Dependent Coverage (paid
jointly with the Employer paying 75% of
the premium costs)

41.02 Long Term Disability which provides for benefits at sixty percent (60%) of the employees base salary after 119 days of absence due to non compensable illness or injury. Employees shall be allowed to top up benefits received under this plan using their accumulated sick leave credits to achieve the maximum benefit level of ~~eighty-five~~ percent (85%) of their normal gross earnings or elect to defer receipts of LTD benefits by first exhausting all of their accumulated sick leave credits prior to applying for such entitlement (i.e. employee would be able to serve an eligibility period of either their accumulated sick leave or 119 days, ~~whichever~~ is greater).. The supplementary payments shall offset by deducting one quarter (1/4) day from the personal bank of the employee for each day of Long Term Disability benefit entitlement and continue until these accumulated credits have been exhausted.

Benefits under article 33 continue in effect for a two (2) year period, thereafter benefits will continue to be paid by the Commission if the employee has obtained ten (10) years of service. The LTD Plan contains a two (2) year own occupation disability clause, thereafter the disability must be for any occupation and a primary C.P.P. offset with maximum benefit level to ~~Eighty-five~~ Percent (85%) of base

salary with a monthly maximum benefit of Three Thousand Dollars (\$3,000). Other details respecting rehabilitation and recurrence are contained in the Benefit Information Guide. The LTD Plan comes into effect for those actively at work or for those actively at work on the completion of their probationary period as of April 1, 1992 with premiums being shared by the Commission and employee on a seventy-five percent (75%) paid by the Commission, twenty-five percent (25%) paid by employee basis effective upon ratification of this contract; on a eighty percent (80%), twenty percent (20%) basis effective April 1, 1997 and eighty-five percent (85%), fifteen percent (15%) basis effective April 1, 1998. In the event that an employee's claim is denied by the carrier, the Commission agrees to allow the employee to use accumulated sick leave in their bank until the matter is resolved.

- 41.03** Save in respect of Canada Pension Plan and O.M.E.R.S. it is understood and agreed that probationary employees will not be entitled to any of the benefits set out in Article 39 or this Article 41.
- 41.04** Any employee who is currently receiving Long Term Disability benefits in accordance with the terms and provisions outlined by this clause, will be afforded an opportunity to post for any vacancy with the Commission as same becomes available. Such right shall expire after twenty-four (24) months from the date of the initial receipt of the LTD benefits.

**ARTICLE 42 - DURATION OF CONTRIBUTIONS WHEN
ABSENT**

- 42.01** In the case of absence due to illness or

accident, other than compensable accident, the Commission shall continue to pay its contributions to the Plans referred to in Article 41 for as long as the employee is in receipt of sick leave grants under Article 38.

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

42.03 The Commission will continue benefits as referred to in Article 41.01 for laid off employees until the employee gains other full time employment or for a period not exceeding one (1) year whichever is less provided that such employee has five (5) years service with the Commission.

ARTICLE 43 - WORKERPLACE SAFETY & INSURANCE

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

43.02 When employees have suffered compensable injury, and after treatment are able to resume their former classification to the satisfaction of Management and when such resumption of duties would not create hazard to the employees or others, they shall receive the rate of the classification even though they may in addition be receiving a clinical disability award, ordered by the Workers' Safety and Insurance Board of Ontario.

43.03 When employees who have suffered compensable injury, and who as a result of

such injury are unable to resume their former duties, but are required to transfer to a lower paid classification, they shall be paid as follows where a clinical disability award is ordered by the Workers' Compensation Board of Ontario:

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

43.04 NEW The Employer hereby agrees that there shall be no reduction in any employment benefit due to hours absent as a result of sickness and/or injury which has arisen out of, or in the course of, employment; this includes - but is not limited to - seniority, pension credits, vacation entitlement, and healthcare benefits.

ARTICLE 44 -CLASSIFICATION & HOURLY WAGE RATES

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

Effective April 1, **1999** - (and retroactive on all

hours paid) two percent (2%) for all classifications

Effective **April 1, 2000** - one and one half percent (1½%) for all classifications

Effective October **1, 2000** - one half percent (½%) for all classifications

Effective **April 1, 2001** - one and one half percent (1½%) for all classifications

•• In addition to the increases noted above - in the third year of the Agreement, a "Performance Based Incentive Program" will be established - to encourage all employees to examine ways to improve efficiencies and share in the fruits of such efforts by providing opportunities for employees to receive lump sum payments of up to five percent (5%) of their base earnings.

CLASSIFICATION	April 1, 1999					Final 100%
	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%	
Leader - Water Engineering Technologist	23.15	24.60	26.05	27.49	28.94	
Hydro Engineering Technologist Hydro Operations Technologist Technical Services Technologist Water Engineering Technologist	(0-12) 21.06	(13-24) 22.37	(25-36) 23.69	(37-48) 25.00	26.32	
Programmer/Analyst	21.00	22.31	23.62	24.94	26.25	
Technical Services Advisor Technical Services Analyst	19.22	20.43	21.63	22.83	24.03	
Programmer	(0-12) 18.95	(4-24) 20.14	(25-36) 21.32	(37-48) 22.51	23.69	
User Support Specialist	18.81	19.98	21.16	22.33	23.51	

April 1, 1999 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Junior Engineering Technologist	18.38	19.53	20.68	21.83	22.98
Accounting Clerk, Buyer, Senior Credit Clerk, Computer Operator, Head Cashier, Water Engineering Technician	17.46	18.56	19.65	20.74	21.83
Senior CAD Technician	16.90	17.96	19.02	20.54	21.13
Credit Clerk	16.80	17.85	18.90	19.95	21.00
CAD Technician	16.38	17.40	18.42	19.45	20.47
Payroll Clerk, Clerk Steno C.S., Billing Clerk, Clerk Steno Cons. Adv., Account Services Clerk	16.36	17.38	18.40	19.43	20.45

April 1, 1999 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Clerk Steno Hydro, Clerk Steno I.S., Clerk Steno Water, Purchasing & Stores Clerk, Accounts Receivable/Payable Clerk	15.53	16.50	17.47	18.44	19.41
Caretaker			(0-6) 17.47	(7-12) 18.44	Final 19.41
Clerk Hydro, Clerk Pilette, Mailroom Clerk, Inventory Control Clerk, Cashier	15.10	16.05	16.99	17.94	18.88
Sub Foreman-Meter Department	20.49	21.77	23.05	24.33	25.61
Meter Technician	19.74	20.98	22.21	23.45	24.68
Shop Meterperson	18.17	19.30	20.44	21.57	22.71

April 1, 1999 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Meter Reading Systems Operator	16.58	17.62	18.66	19.69	20.73
Meter Install. & Removal S.P.	16.35	17.37	18.40	19.42	20.44
Collector	16.14	17.15	18.16	19.17	20.18
Meter Reader	15.80	16.79	17.78	18.76	19.75
Meter Shop Assistant	15.21	16.16	17.11	18.06	19.01
Sub Foreman - Site Department	20.26	21.53	22.80	24.06	25.33
Lead Welder	20.21	21.47	22.73	24.00	25.26
Welder	19.75	20.99	22.22	23.46	24.69

April 1, 1999 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Auto Mechanic, Transformer Test & Repair	19.47	20.69	21.91	23.12	24.34
Sub Foreman - Stores	17.47	18.56	19.66	20.75	21.84
Storekeeper	16.90	17.96	19.02	20.07	21.13
Laboratory Technician	20.13	21.39	22.64	23.90	25.16
Leader - Water Meter Repair	18.46	19.61	20.76	21.92	23.07
Water Meter Repair	17.31	18.39	19.48	20.56	21.64
Labourer (Hydro)	13.89	15.01	15.62	16.49	17.36
Janitor	13.80	14.66	15.52	16.39	17.25

April 1, 2000 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Leader - Water Engineering Technologist	23.50	24.96	26.43	27.90	29.37
Hydro Engineering Technologist	(0-12) 21.37	(13-24) 22.70	(24-36) 24.04	(37-48) 25.37	26.71
Hydro Operations Technologist					
Technical Services Technologist					
Water Engineering Technologist					
Programmer/Analyst	21.31	22.64	23.98	25.31	26.64
Technical Services Advisor	19.51	20.73	21.95	23.17	24.39
Technical Services Analyst					
Programmer	(0-12) 19.24	(13-24) 20.44	(25-36) 21.64	(37-48) 22.85	24.05
User Support Specialist	19.09	20.28	21.47	22.67	23.86

April 1, 2000 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Junior Engineering Technologist	18.66	19.82	20.99	22.15	23.32
Accounting Clerk, Buyer, Senior Credit Clerk, Computer Operator, Head Cashier, Water Engineering Technician	17.73	18.84	19.94	21.05	22.16
Senior CAD Technician	17.16	18.23	19.30	20.38	21.45
Credit Clerk	17.06	18.12	19.19	20.25	21.32
CAD Technician	16.62	17.66	18.70	19.74	20.78
Payroll Clerk, Clerk Steno C.S., Billing Clerk, Clerk Steno Cons. Adv., Account Services Clerk	16.61	17.65	18.69	19.72	20.76

April 1, 2000 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Clerk Steno Hydro, Clerk Steno I.S., Clerk Steno Water, Purchasing & Stores Clerk, Accounts Receivable/Payable Clerk,	15.76	16.74	17.73	18.72	19.70
Caretaker			(0-6) 17.73	(7-12) 18.72	Final 19.70
Clerk Hydro, Clerk Pilette, Mailroom Clerk, Inventory Control Clerk, Cashier	15.33	16.29	17.24	18.20	19.16
Sub Foreman-Meter Department	20.79	22.09	23.39	24.69	25.99
Meter Technician	20.04	21.29	22.54	23.80	25.05
Shop Meterperson	18.44	19.59	20.74	21.90	23.05

April 1, 2000 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Meter Reading Systems Operator	16.83	17.88	18.94	19.99	21.04
Meter Install. & Removal S.P.	16.60	17.64	18.68	19.71	20.75
Collector	16.38	17.41	18.43	19.46	20.48
Meter Reader	16.04	17.04	18.05	19.05	20.05
Meter Shop Assistant	15.44	16.40	17.37	18.34	19.30
Sub Foreman - Site Department	20.57	21.85	23.14	24.42	25.71
Lead Welder	20.51	21.79	23.08	24.36	25.64
Welder	20.05	21.30	22.55	23.81	25.06

April 1, 2000 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Auto Mechanic, Transformer Test & Repair	19.77	21.00	22.24	23.47	24.71
Sub Foreman - Stores	17.74	18.84	19.95	21.06	22.17
Storekeeper	17.16	18.23	19.30	20.38	21.45
Laboratory Technician	20.43	21.71	22.99	24.26	25.54
Leader - Water Meter Repair	18.74	19.91	21.08	22.25	23.42
Water Meter Repair	17.57	18.67	19.76	20.86	21.96
Labourer (Hydro)	14.10	14.98	15.86	16.74	17.62
Janitor	14.01	14.88	15.75	16.63	17.51

October 1, 2000 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Leader - Water Engineering Technologist	23.62	25.09	26.57	28.04	29.52
Hydro Engineering Technologist	(0-12) 21.47	(13-24) 22.81	(25-36) 24.16	(37-48) 25.50	26.84
Hydro Operations Technologist					
Technical Services Technologist					
Water Engineering Technologist					
Programmer/Analyst	21.42	22.75	24.09	25.43	26.77
Technical Services Advisor	19.61	20.83	22.05	23.28	2
Technical Services Analyst					
Programmer	(0-12) 19.34	(13-24) 20.54	(25-36) 21.75	(37-48) 22.96	24.17
User Support Specialist	19.18	20.37	21.57	22.77	23.97

October 1, 2000 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Junior Engineering Technologist	18.75	19.92	21.10	22.27	23.44
Accounting Clerk, Buyer, Senior Credit Clerk, Computer Operator, Head Cashier, Water Engineering Technician	17.82	18.93	20.04	21.16	22.27
Senior CAD Technician	17.25	18.33	19.40	20.48	21.56
Credit Clerk	17.14	18.22	19.29	20.36	21.43
CAD Technician	16.70	17.75	18.79	19.84	20.88
Payroll Clerk, Clerk Steno C.S., Billing Clerk, Clerk Steno Cons. Adv., Account Services Clerk	16.69	17.73	18.77	19.82	20.86

October 1, 2000 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Clerk Steno Hydro, Clerk Steno I.S., Clerk Steno Water, Purchasing & Stores Clerk, Accounts Receivable/Payable Clerk	15.84	16.83	17.82	18.81	19.80
Caretaker			(0-12) 17.82	(13-24) 18.81	Final 19.80
Clerk Hydro, Clerk Pillette, Mailroom Clerk, Inventory Control Clerk, Cashier	15.41	16.37	17.33	18.30	19.26
Sub Foreman-Meter Department	20.90	22.20	23.51	24.81	26.12
Meter Technician	20.14	21.40	22.66	23.92	25.18
Shop Meterperson	18.54	19.69	20.85	22.01	23.17

October 1, 2000 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Meter Reading Systems Operator	16.92	17.98	19.04	20.09	21.15
Meter Install. & Removal S.P.	16.68	17.72	18.76	19.81	20.85
Collector	16.46	17.49	18.52	19.55	20.58
Meter Reader	16.12	17.13	18.13	19.14	20.15
Meter Shop Assistant	15.52	16.49	17.46	18.43	19.40
Sub Foreman - Site Department	20.67	21.96	23.26	24.55	25.84
Lead Welder	20.62	21.90	23.19	24.48	25.77
Welder	20.15	21.41	22.67	23.93	25.19

October 1, 2000 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Auto Mechanic, Transformer Test & Repair	19.86	21.11	22.35	23.59	24.83
Sub Foreman - Stores	17.82	18.94	20.05	21.17	22.28
Storekeeper	17.25	18.33	19.40	20.48	21.56
Laboratory Technician	20.54	21.82	23.10	24.39	25.67
Leader - Water Meter Repair	18.83	20.01	21.19	22.36	23.54
Water Meter Repair	17.66	18.76	19.86	20.97	22.07
Labourer (Hydro)	14.17	15.05	15.94	16.82	17.71
Janitor	14.20	15.18	16.08	16.97	17.86

April 1, 2001 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Leader - Water Engineering Technologist	23.97	25.47	26.96	28.46	29.96
Hydro Engineering Technologist	(0-12) 21.79	(13-24) 23.15	(25-36) 24.52	(37-48) 25.88	27.
Hydro Operations Technologist					
Technical Services Technologist					
Water Engineering Technologist					
Programmer/Analyst	21.74	23.09	24.45	25.81	27.17
Technical Services Advisor	19.90	21.15	22.39	23.64	24.88
Technical Services Analyst					
Programmer	(0-12) 19.62	(13-24) 20.85	(25-36) 22.08	(37-48) 23.30	24.53
User Support Specialist	19.46	20.68	21.90	23.11	24.33

April 1, 2001 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Junior Engineering Technologist	19.03	20.22	21.41	22.60	23.79
Accounting Clerk, Buyer, Senior Credit Clerk, Computer Operator, Head Cashier, Water Engineering Technician	18.08	19.21	20.34	21.47	22.60
Senior CAD Technician	17.50	18.60	19.69	20.79	21.88
Credit Clerk	17.40	18.40	19.50	20.50	21.50
CAD Technician	16.95	18.01	19.07	20.13	21.19
Payroll Clerk, Clerk Steno C.S., Billing Clerk, Clerk Steno Cons. Adv., Account Services Clerk	16.94	17.99	19.05	20.11	21.17

April 1, 2001 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Clerk Steno Hydro, Clerk Steno I.S., Clerk Steno Water, Purchasing & Stores Clerk, Accounts Receivable/Payable Clerk	16.08	17.08	18.09	19.10	20.10
Caretaker			(0-12) 18.09	(13-24) 19.10	Final 20.10
Clerk Hydro, Clerk Pilette, Mailroom Clerk, Inventory Control Clerk, Cashier	15.64	16.62	17.60	18.57	19.55
Sub Foreman-Meter Department	21.21	22.53	23.86	25.18	26.51
Meter Technician	20.45	21.73	23.00	24.28	25.56
Shop Meterperson	18.82	19.99	21.17	22.34	23.52

April 1, 2001 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Meter Reading Systems Operator	17.18	18.25	19.32	20.40	21.47
Meter Install. & Removal S.P.	16.93	17.99	19.04	20.10	21.16
Collector	16.71	17.76	18.80	19.85	20.89
Meter Reader	16.36	17.38	18.40	19.43	20.45
Meter Shop Assistant	15.75	16.74	17.72	18.71	19.69
Sub Foreman - Site Department	20.98	22.30	23.61	24.92	26.23
Lead Welder	20.93	22.24	23.54	24.85	26.16
Welder	20.46	21.73	23.01	24.29	25.57

April 1, 2001 CLASSIFICATION	0-3 80%	4-12 85%	13-24 90%	25-36 95%	Final 100%
Auto Mechanic, Transformer Test & Repair	20.16	21.42	22.68	23.94	25.20
Sub Foreman - Stores	18.09	19.22	20.35	21.48	22.61
Storekeeper	17.50	18.60	19.69	20.79	21.88
Laboratory Technician	20.84	22.14	23.44	24.75	26.05
Leader - Water Meter Repair	19.11	20.31	21.50	22.70	23.89
Water Meter Repair	17.92	19.04	20.16	21.28	22.40
Labourer (Hydro)	\$14.38	\$15.28	\$16.18	\$17.08	\$17.98
Janitor	\$14.29	\$15.18	\$16.07	\$16.97	\$17.86

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

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

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

ARTICLE 45 - UNEMPLOYMENT INSURANCE PREMIUM REDUCTION

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

ARTICLE 46 - MATERNITY/PARENTAL LEAVE

46.01 The Commission shall grant Maternity/Parental Leave without pay in accordance with the provisions of the Employment Standards Act, 1990 (or any successor statutory obligations in effect from

time to time).

ARTICLE 47 - LICENSE FEES

47.01 NEW The Commission agrees to pay the license fees which must be maintained or renewed as a condition of employment.

ARTICLE 48 - STATUTORY RIGHTS

48.01 Except where a provision of this Collective Agreement specifically and individually provides greater benefits, the Parties agree that the rights, privileges and entitlements defined by the Employment Standards Act, The Labour Relations Act, The Occupational Health and Safety Act and the Workplace Safety and Insurance Act as they existed on January 1, 1996 form part of this Agreement and shall be enforceable pursuant to the grievance and arbitration provisions defined therein.

ARTICLE 49 - NO DISCRIMINATION/NO HARASSMENT

49.01 The Employer agrees that they will not in any manner object to any employee being, or becoming a member of the Union, and will not in any manner interfere with nor discriminate against any Employee because of his/her membership or proposed membership in the Union. The Employees will not, in any manner interfere with nor attempt to limit, the

right of Employers, or the rights of any duly authorized officer acting for ~~the~~ Employers.

- 49.02** Both the Employer and the Union recognize their respective responsibilities under the Ontario Human Rights Code and any other similar statutory requirement. Both parties hereby, reaffirm their commitment not to discriminate in any manner relating to employment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status or handicap.

ARTICLE 50 - GENERAL

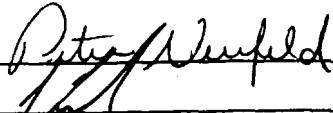
- 50.01** Copies of Agreements: The Union and the Employer desire every employee to be familiar with the provision of this Agreement and his/her rights and obligations under it. For this reason, the Employer shall print (at their own expense) and distribute sufficient copies of the Agreement to all employees within a reasonable time following ratification.
- 50.02** Bulletin Boards: Bulletin Boards shall be furnished (at all ~~permanent/home~~ base locations) by the Employer ~~for~~ the Unions use, for the purpose of posting notices to Union members. The Union agrees that it shall confine such posted notices to information concerning ~~Employer-Union~~ relations and matters of concern to Union members. The

Union further agrees it shall not post any notices that are derogatory or inflammatory in nature. **Postings** on bulletin boards shall be done by the Chief union Stewards or their designated representatives.

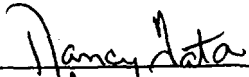
- 50.03** The employer will provide, through coverage held and paid for by the corporation, insurance against loss **and/or** damage to the personal tools of the mechanic while on or in Municipal property or being used on the job.
- 50.04** Personnel Files - Employee Access: by appointment, employees may - during normal business hours - review the content of their personnel files in the presence of a representative of the Employer. Any employee may put into **his/her** personnel file, a letter of rebuttal of any documented action taken against said employee. Whenever any incident - whether favourable or unfavourable - occurs and a record of such is made by the employer, the employee will be furnished with a copy of said correspondence in order that they may have an opportunity to correct **the** record (if necessary).
- 50.05** Training: The Employer will continue to provide apprenticeship training to all employees progressing through skilled and/or semi skilled trades programs. Such training will be provided with the full cost being paid by the Employer. However, in the event that an employee does not successfully complete

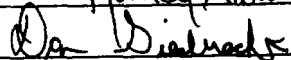
the requisite training program in any year of their apprenticeship, the tuition/enrolment costs incurred by the Employer (for that training program) must be reimbursed by the Employee. Any such reimbursement will be paid through payroll deduction over a six (6) month period following the program. During the apprenticeship period the employee will continue to be paid by the Employer in accordance with the schedule in this agreement. At no time, will any employee in an apprenticeship program suffer any loss in wages, benefits or other entitlements as a result of their enrolment and participation in any such program.

THE WINDSOR UTILITIES COMMISSION



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





Signed and sealed with
their respective seals

LETTER OF UNDERSTANDING
EXTENDED TOURS

This letter will serve as confirmation of an understanding which has been reached between the Parties during the 1999 contract negotiations with respect to future discussion of extended tours.

Options and opportunities for shift schedules of varying lengths will be discussed by the parties with the intent of developing a mutually agreeable shift schedule (s).

Dated this 2nd day of March 2000 at Windsor, Ontario.



For the Union



For the Commission

LETTER OF UNDERSTANDING
HOURS OF WORK

This letter will serve as confirmation of an understanding which has been reached between the Parties during the **1999** contract negotiations with respect to the hours of work.

The hours of work may be altered (Monday through Friday only) to accommodate scheduling of training programs/courses but normal start/quit time may not be adjusted by more than one (1) hour during the summer schedule or one half (½) hour during the winter schedule. Written notice of any such change must be provided to the affected employee (s) at least three (3) working days in advance and no change shall exceed three (3) days.

Dated this 2 Day of March 2000 at Windsor,
Ontario.



For the Union



For the Commission
F r the Commission

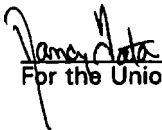
LETTER OF UNDERSTANDING
HEALTH CARE BENEFITS

This letter will serve as confirmation of an understanding which has been reached between the Parties during the **1999** contract negotiations with respect to the issue of the eligibility, entitlements and continuation of health care benefits for retirees and/or their spouses.

It is hereby agreed that, upon retirement, any Employee covered by the terms of this Collective Agreement (with at least ten (10) years service with the Commission at the time of their normal, early or disability retirement), shall continue to receive Group Health Benefits as defined by the Current Collective Agreement and further outlined in the Benefit Information Guide. The Commission shall continue to pay one hundred percent (100%) of the premium costs for the Green Shield Plans covering: Prescription Drugs, Dental, Semi-Private hospital accommodations, Extended Health Services and Out of Province Services. It is further understood and agreed that any such coverages will provide benefits which are equal to or greater than those which were in effect January 1, 1990.

In the event of the death of the retiree, the benefits (as defined herein) shall continue to be provided for the surviving spouse and/or any eligible dependents(s) - in accordance with the terms and conditions outlined in the Benefit information Guide. The Commission shall pay one hundred percent (100%) of the premium costs for any such coverage.

Dated this 2 Day of March 2000 at Windsor, Ontario.



For the Union



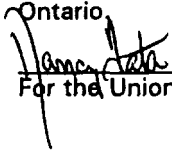
For the Commission

LETTER OF UNDERSTANDING
SUMMER STUDENT PROGRAM


This letter serves to confirm the understanding and agreement reached at negotiations concerning the addition to the Summer Student Program of the unemployed. Unemployed adults will be invited through CEIC to fill ten percent (10%) of the yearly **available** opportunities afforded students.

The same pay rate and job functions will apply but the unemployed are not eligible for the automatic second year provision.

Dated this 2 Day of March 2000 at Windsor,
Ontario.



For the Union



For the Commission

LETTER OF UNDERSTANDING **TEMPORARY EMPLOYEES**

This letter will serve as confirmation of an understanding which has been reached between the Parties during negotiations with respect to the issue of Temporary Employees. Should a "temporary" vacancy arise, the opportunity to fill said vacancy will first be afforded to the members of the Bargaining Unit. It is expressly understood and agreed that only in the event that the Commission is unable to successfully fill a "temporary" vacancy internally from within the Bargaining Unit, (in accordance with the terms and provisions defined by the Collective Agreement), will the use of temporary employees **be** considered. Prior to the enlistment of anyone outside the Bargaining Unit to perform the duties normally within its' jurisdiction, the Union will be notified in writing. Temporary employees may thereafter be employed subject to the following conditions:

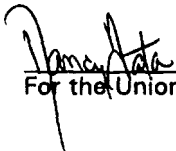
A temporary employee shall be defined as one who is hired for a limited period during the absence of a full time employee.

1. The sole purpose of temporary help is to allow for the continued efficient operation of the Commission and in no way shall their presence compromise or jeopardize the integrity or security of the Bargaining Unit.
2. Temporary employees will **be** hired only in those specific classifications recognized and agreed to by the Parties and the term of their employment shall not exceed, in the aggregate, four (4) months in any twelve (12) consecutive month period. Any exceptions must be discussed with the union and mutually agreed upon (in writing).
3. During their term of employment (should these individuals be hired directly by the Commission and not through outside employment agencies) temporary employees shall be paid the full classification rate listed in the Collective Agreement and shall be required to pay Union

- dues (but no initiation fee).
4. Persons so employed shall accrue no seniority rights nor shall they be entitled to any other rights or benefits defined by the Collective Agreement.
 5. Temporary employees shall not be considered as "probationary" and shall be terminated immediately upon the return to work of the full time employee, who shall then assume their former duties.

It is further understood and agreed that Windsor Utilities Commission retirees shall be afforded the first opportunity for any "temporary" position which may become available. Only in the event that these retirees are unable or unwilling to accept such employment opportunities, will other resources be considered. In all cases, only fully qualified and/or licensed journeypersons (trained and competent to perform the work in question at levels at least equal to that of the full time employee) will be considered. It is expressly understood that temporary employees shall be hired to fill vacancies only in those classification identified herein: **Meter Shop Assistant, Auto Mechanic, Transformer Test and repair, Meter Repair (Water), Lab Technician, Storekeeper, Maintenance Class A - Inst. Mech.**

Dated this 2 Day of March 2000 at Windsor, Ontario.



For the Union



For the Commission

LETTER OF UNDERSTANDING
PROCEDURE TO BE USED BY U.M.W. MEMBERS WHEN
CROSSING PICKET LINES TO CONDUCT BUSINESS

1. The employee shall call his/her Supervisor for instructions *if* the employee or company are unaware that a **strike/lockout** has started and there is a need to conduct company business at that company site.

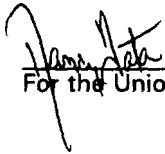
1. If, as a result of step #1, or if the employee is aware **that** a **strike/lockout** has started and is required **to** cross the picket line, the company employee *will*:
 - c) contact **the** picket captain.
 - d) identify **him/herself** as an employee of the company.
 - c) identify **the** job to be done.
 - d) estimate the length of time the job is expected to take until completion.
 - e) identify any health and safety concerns should the job not be completed in a timely manner.
 - f) assure the picket captain that no other work will be done at the company site.

3. If the picket captain allows passage:
 - a) pass through the picket line as per instruction from the picket captain
 - b) complete the task as expeditiously as possible
 - c) leave the premises when the task is completed
 - d) pass through the picket line as per instruction from the picket captain
 - e) thank the picket captain for his/her cooperation

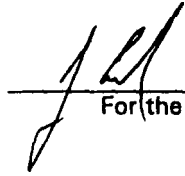
4. If you are verbally not allowed to pass through the picket line:
 - a) re-state your purpose, assurances, of expeditious work and expeditious exit

5. If employees passage is refused and/or ~~he/she~~ feel his/her health and safety are threatened:
 - a) contact **your** Supervisor for further direction
 - b) employees should not attempt any crossings of the picket line without direction or assistance
6. Police assistance will be requested as required, or if the above procedures are not successful.

Dated this 2 Day of March 2000 at Windsor,
Ontario.



For the Union



For the Commission

Memorandum of Agreement

Between

Local Union **636** of the **International** Brotherhood of
electrical Workers
(I.B.E.W.) - hereinafter referred to as "the Union"

And

The Windsor Utilities Commission - hereinafter
referred to as
"the Commission"

Whereas, the Union and the Commission are presently bound to independent Collective Agreements **for** those employed in the "Outside" and "Inside" bargaining units respectively;

And Whereas, the Union has notified the Commission of its desire to negotiate changes and amendments to these Collective Agreements;

And Whereas, the Commission has advised the Union of its intention to restructure its operations in accordance with the provisions of Bill 35;

And Whereas, the Union and the Commission are committed to working together during the reconfiguration process so as to minimize the impact on the staff;

Therefore, the Parties hereby covenant and agree as follows:

1. All terms, conditions, rights, benefits and/or entitlements afforded by the existing Collective Agreements-**unless** otherwise specifically amended **herein-shall** remain in full force and effect until a Memorandum of Settlement outlining mutually

acceptable terms has been agreed to by the Parties and ratified by the members of each respective Bargaining Unit.

2. The Commission acknowledges that the Union's pre-existing bargaining rights also apply to, and the Commission confirms that it will voluntarily recognize the Union as the sole Bargaining Agent for three (3) newly established Bargaining Units tentatively described as follows:

Windsor Utilities Commission - Water Division

The Commission recognizes Local Union **636** of the International Brotherhood of Electrical Workers (I.B.E.W.), as the sole Bargaining Agent for all employees of the Windsor Utilities commission - Water save and except: Forepersons **and/or** Managers, those above the rank of Forepersons and/or Managers, Security Guards, one (1) confidential Secretary for the Chief Engineer Water and Students (not employed in classified occupations). The Union is further recognized as the sole Bargaining Agent for any new classification which may be established or created within the Bargaining Unit.

Windsor Utilities Commission - Hydro Division

The Commission recognizes Local Union **636** of the International Brotherhood of Electrical Workers (I.B.E.W.), as the **sole** Bargaining Agent for all employees of the Windsor Utilities commission save and except: Forepersons **and/or** Managers, those above the rank of Foreperson and/or Manager, Professional Engineers, Security Guards, one (1) confidential Secretary for the Chief Engineer Hydro and Students (not employed in classified occupations). The Union is further recognized as the sole Bargaining Agent for any new classification which may be established or created within the Bargaining Unit.

Windsor Utilities Commission - Office

The Commission recognizes Local Union **636** of the

International Brotherhood of Electrical Workers (I.B.E.W.), as the sole Bargaining Agent for all employees of the Windsor Utilities commission save and except: Accountants, Professional Engineers, System Analysts, Forepersons and/or Managers, those above the rank of Foreperson and/or Manager, Security Guards, one (1) confidential Secretary for each of the following: General Manager, Director of Finance, Director of Personnel, Director of Purchasing, Director of Customer Service and students (not employed in classified occupations). The Union is further recognized as the sole Bargaining Agent for any new classification which may be established or created within the Bargaining Unit.

****** A detailed summary of preliminary Unit Configuration is attached as "Appendix A". A final list of classifications will be dependent on the approved reconfiguration plan and/or may not be representative of this preliminary configuration.

3. Commission guarantees that there shall be no layoffs of any Bargaining Unit employee(s) during this transition phase - for a period of not less than two (2) years (commencing April 1, 1999).

4a) Subject to the provision of this Memorandum of Agreement which follow, all former employees of the Commission shall retain their former seniority rights with the Commission upon becoming members of each of the three (3) new Bargaining Units.

b) The Commission shall continue to allow Bargaining Unit staff to transfer from one Bargaining Unit to another through job postings and/or job opportunity postings (in accordance with the provisions of the current Collective Agreements). Staff mobility will continue for a period of not less than two (2) years commencing April 1, 1999.

c) Those employees in classifications transferred from their existing Bargaining Unit to another Bargaining Unit

as a result of the reconfiguration process, shall retain their seniority in the Bargaining Unit they were transferred out of, and begin to accumulate seniority in the new Bargaining Unit commencing on the effective date of the transfer (in accordance with the provisions of the current Collective Agreements).

d) Those employees in classifications transferred from their existing Bargaining Unit to another Bargaining Unit as a result of the reconfiguration process shall be allowed to bid for "Job Postings" in both of these Bargaining Units (i.e. these individuals need not wait for "Job Opportunity" postings).

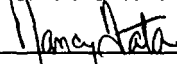
e) Should an employee in a classification which has transferred from his/her present Bargaining Unit successfully bid into a vacancy in the employee's former Unit (during the period defined herein), they shall be transferred back to their original Bargaining Unit with seniority as accumulated in both Units.

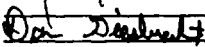
5. In the event that the Commission - either in whole or in part - changes its name, is privatized, merged, annexed, amalgamated, united or otherwise joined with one or more municipalities, utilities or corporations, all employees will be credited with full service recognition and shall enjoy all seniority rights conferred therein.

6. This Memorandum will serve as an addendum to the current Collective Agreements. Accordingly, these terms will be recognized as part of said Agreement and be enforceable as defined therein.

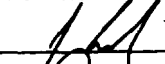
In Witness Whereof, the Parties hereto, have executed this Memorandum of Agreement:

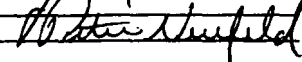
For the Union:





For the Commission:





HYDRO	WATER	OFFICE
Leader Lineperson	Mtce Class A - Inst. Mech	Mailroom Clerk
Troubleperson	Waterworks Operator	Laboratory Technician
Relief Troubleperson	Maintenance - Class A	Inventory Control Clerk
Service Install & Repair	Utilityperson - Leader	Cashier
Lineperson	Utilityperson - Production	Clerk Steno - I.S.
Line Truck Operator	Troubleperson	Purchasing & Stores Clerk
Street Light Const & Mtce	Inspector	A/R. Clerk
Board Operator	Utilityperson - Distribution	A/P Clerk
Operator	Backhoe Operator	Payroll Clerk
Sub Fore- person - SMD	Maintenance Helper	Clerk Steno-C S
Protection & Control	Labourer	Billing Clerk
Substation Const & Mtce	Clerk Steno Water	Clerk Steno - Cons. Advisory
SubFore- person - U/G		Acct Services Clerk
Cable Splicer		Dispatcher

HYDRO	WATER	OFFICE
Cable Locator		Clerk - Pillette
U.G. Service Install&Repair		Credit Clerk
Labourer		Accounting Clerk
Site/Mtce Person		Buyer
Clerk Steno Hydro		Transformer Test & Repair
		Senior Credit Clerk
		Computer Operator
		Head Cashier
		Caretaker
		User Support Specialist
		Programmer
		Clerk - Hvdro
		Senior CAD Tech. Hydro
		CAD Technician Hydro
		Engineering Tech. Hydro

HYDRO	WATER	OFFICE
		Junior Engineering Tech Hydro
		Engineering Technologist Hydro
		Programmer Analyst
		Engineering Technician C.S.
		Engineering Technologist CS
		SubForeperson - Hydro Meter
		Hydro Meter Technician
		Shop Meter Person
		Meter Shop Assistant
		Hydro Meter Installation & Removal S. P.
		Meter Reader
		Meter Reader Systems Operator

HYDRO	WATER	OFFICE
		Meter Repairperson Water
		Leader Meter Reader - Water
		Janitor
		Auto Mechanic
		SubForeperson Site
		Welder
		SubForeperson Stores
		Storekeeper
		Collector

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