

AGREEMENT

between
London Hydro Inc.



**London
Hydro**

and

CUPE Local 1000, Members of
POWER WORKERS' UNION



January 1, 2020 to December 31, 2023

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ARTICLE 1 - RECOGNITION

1:01 The Management recognizes the Union as the sole and exclusive bargaining agent for all employees except supervisors and those above this rank.

Job Descriptions for all new and existing positions below the Director level will be made available to the Union upon request. When recruiting occurs for new Non-Union positions, if so requested by the Union, the Union Management Committee shall meet to discuss the jurisdiction of the position. Disputes as to the jurisdiction of a new position shall be referred to binding arbitration unless the parties mutually agree to mediation or the Ministry of Labour jurisdiction dispute mechanism.

1:02 In the interest of the efficient conduct and administration of London Hydro, it is desirable and necessary that there shall be harmonious relations between the Management and its employees and fair and reasonable remuneration for services rendered, having regard for the responsibility attached to the position held, for the nature of the duties thereof, for the manner of their discharge, for seniority in the service, for the seniority of tenure of office and for promotion within the service.

To effect the foregoing, the Management hereby covenants and agrees with the employees as follows:

1:03 While this Collective Agreement is in operation, no employee bound by the Agreement shall strike, and no employer bound by the Agreement shall lock out such an employee.

The terms "lock-out" and "strike" for the purposes of this Collective Agreement shall be as defined in the Labour Relations Act of Ontario currently in effect at the signing of this Agreement.

ARTICLE 2 - DURATION OF AGREEMENT

2:01 This Agreement shall be effective from the 1st day of January, 2020 to the 31st day of December, 2023 and for year to year thereafter, unless either party to this Collective Agreement, within the period of ninety (90) days before the Agreement ceases to operate, gives notice in writing to the other party of its desire to bargain.

2:02 In the event of notice being given by either party of this Agreement as provided for in Article 2:01, negotiations shall be carried on during the period of the notice with a view to arranging an amended Agreement. In the event of negotiations extending after the expiry date of this Agreement, the existing Agreement shall remain effective without in any way prejudicing any retroactive clause in the new Agreement.

2:03 Changes in and amendments to the Agreement may be made for the duration of the Agreement as agreed upon by the parties involved. Any request by either party for a change or amendment shall be made in writing to the other party, and a meeting for the discussion shall be held within one (1) week of the request.

2:04 It is understood and agreed that when retroactive pay is applicable, it shall apply to the expiry date of the expiring Agreement and shall apply to all employees on the payroll at the date of the signing of the Agreement and to any permanent employee who has retired or been laid off since the expiry date of the expiring Agreement.

ARTICLE 3 - UNION MEMBERSHIP, UNION COMMITTEES AND UNION LEAVE

3:01 Union Membership

(a) All employees covered by this Agreement who are members of the Union on the date hereof shall, as a condition of employment, maintain such membership.

Employees covered by this Agreement who are not members on the date hereof, but who become members of the Union subsequent to said date shall, as a condition of employment, maintain their membership thereafter.

New employees covered by this Agreement shall, as a condition of employment, become members of the Union upon engagement and shall, as a condition of employment, maintain their membership thereafter.

- (b) Management agrees to deduct from the wages of each eligible employee, as in the preceding paragraph, the weekly dues to the Union and remit such money to the Treasurer weekly. The Union shall be responsible for keeping the Management informed of the name of this officer and of the amount of weekly dues to be paid by the members.**

When an employee who was paying Union dues prior to being laid off is returned to work within fifteen (15) months of being laid off, the employee will immediately start paying Union dues upon return to work.

- (c) The Management will also supply a current list of all bargaining unit members including their employee number, start date and job classification/occupation code as well as home contact information (address, phone number and email address) on a monthly basis electronically to the Union.**
- (d) The Union shall indemnify and save the Management harmless from and against all claims and demands brought or made against the Management by an employee as a result of the deduction and remittance by the Management to the Union of dues pursuant to**

this Article provided that this Article does not prohibit the Union from requiring the Management to correct an error committed by Management in the deduction and/or remittance of Union dues if Management is notified in writing within thirty (30) days of the remittance that an error has been committed.

- (e) The Union shall have the right to post notices and distribute bulletins that may be of interest to the Union and its members on the Management's bulletin boards, subject to the approval of the Human Resources Department or designate. Requests shall be made by the Principal Steward. Permission is not required for routine Union notices of meetings, seminars and conferences.
- (f) Employees shall be permitted to solicit membership for the Union on the Management's property outside of actual hours of assignment of both solicitor and solicited and during recognized break periods.

3:02 Union Committees

(a) Joint Relations Committee

The Union members of the Joint Relations Committee shall consist of not more than five (5) employees.

(b) Employee Return to Work Committee

The Employee Return to Work Committee shall address employee return to work and accommodation. The Return to Work Committee shall consist of two (2) members of the Union, one being the Principal Steward, and two (2) members of Management, one being the Senior Director of Human Resources. The committee shall meet for any discussions where the rights of the employee or any other employees may be affected by any proposed accommodation measures.

(c) Joint Health and Safety Committee

The Employer will continue to recognize a Joint Health and Safety Committee which shall operate in accordance with the Occupational Health & Safety Act. The Employer and the Union acknowledge their joint and separate roles and responsibilities under the Occupational Health & Safety Act.

(d) Joint Job Classification Committee

The Joint Job Classification Committee (JJCC) shall consist of three (3) employees appointed by the Union, one being the Principal Steward and three (3) representatives appointed by Management, one being the Senior Director of Human Resources, and one (1) representative of the Power Workers' Union, in support of Article 21 of this Agreement.

(e) **Bargaining Committee**

The Union may appoint or otherwise select a Bargaining Committee of not more than five (5) employees as well as up to three (3) representatives of the Power Workers' Union. The five (5) employees of the Bargaining Committee will be paid their regular hourly rate plus applicable burden by the Union for time spent in negotiating a collective agreement during normal working hours.

3:03 Union Leave/ Release Time

(a) **Principal Steward Leave**

The Principal Steward will be allotted six (6) hours per week to conduct union business. This time does not include release time granted in Article 3:02 and meetings with Human Resources.

The vacancy left while the Principal Steward is performing this business shall be back filled, subject to availability of trained personnel, when it is for four (4) or more hours, in accordance to Article 16.

(b) Union Representative Leave/ Release Time

- 1. The Union may appoint or otherwise select no more than ten (10) stewards in addition to the Principal Steward.**
- 2. Union representatives will be entitled to leave their work during working hours, provided that release has been obtained from their immediate supervisor and provided that the requested leave duration is reasonable under the circumstances, in order to participate in the above-noted committees, to investigate and discuss grievances, to provide representation as required for an employee, or to participate in meetings requested by Management. This time will not be unreasonably withheld.**
- 3. The Principal Steward and members of designated Union Committees, requesting leave to attend Union business and/or arbitration shall be granted leave of absence without pay totaling a maximum of ten (10) working days, subject to the provision of written notice of no less than five (5) days. Total leave of absence in any one (1) calendar year for attendance at Union functions and Union work shall not exceed fifteen (15) working days per employee, except for the Principal Steward who will be granted up to thirty-five (35) days per year. No more than ten (10) employees shall be granted leave of absence at any one time, except with the approval of Management. This means a maximum of one-**

hundred and sixty (160) working days absence per year, distributed across the total Union membership for all Union business including grievances. Time spent by the Bargaining Committee meeting for the purposes of bargaining will be exempt from the 160 day provision.

It is further agreed that for the purpose of attending the Labour College of Canada course (eight (8) weeks' duration), leave of absence shall be granted to two (2) employees. The eight (8) week period is understood to be in addition to the fifteen (15) day maximum mentioned in the preceding paragraph.

- 4. Employees shall have the right to call in up to three (3) representatives of the Power Workers' Union (Staff) for negotiations on all matters between the Management and the employees.**
- 5. At no time shall leave of absence exceed one (1) employee per department as listed hereunder except with the approval of Management.**

"Department" shall be deemed to mean as follows:

**Back Office
Conservation and Demand Management
Construction**

**Contact Centre
Dispatch & Administration
Electric Meter
Electric Underground Systems
Electrical Maintenance & Stations
Engineering & Design
Finance
Fleet
Forestry
Geographical Information Systems
Protection & Control
Line
Locates
Materials Management
Meter Data Management
Revenue Protection
System Operating Centre**

- 6. In all cases of leave of absence under this Article, one (1) week written notice of such leave shall be given to Management accompanied by the names involved, except for leaves described in 3:02, 3:03 (a) and 3:03 (b) 2. Under exceptional circumstances, the one (1) week notice period may be waived at Management's discretion.**

(c) Leave of Absence

Leave of absence up to a maximum of six (6) months without pay may be granted to an employee to undertake a full-time Union position. This shall be limited to one employee at any one time.

The said employee shall be permitted to maintain medical and insurance coverage in the Corporation group; the Union and/or employee shall be responsible for 100% payment of these premiums by direct payment to the Corporation.

During this leave of absence the employee shall not accumulate vacation credits, nor be eligible for job postings, sickness or compensation benefits. The employee and/or the Union shall notify the Management at least fourteen (14) days prior to expiration of the leave of absence. If such notice is not received, or if the employee fails to return at the time stated, the employee shall be deemed to have left the employ of the Corporation.

3:04 The efficient operation of the Management's plant and business shall be considered first in granting release time and leave of absence.

Both parties agree that for the efficient operation of the business, matters of interpretation and complaints shall be processed through appropriate Management personnel and Union officers of the bargaining unit.

3:05 Employees granted leave of absence without pay for periods of one (1) week or less shall be paid by the Corporation and the Corporation shall invoice the Union for the cost of the employee's regular time. The Union agrees to accept responsibility for payment of this cost.

The cost shall be calculated for regular hours at the employee's rate plus the applicable burden to a maximum of 40%.

The union shall bear their costs for bargaining, mediation, arbitration and union business, including preparation, as described above in Article 3:02 (d), 3:03 (b)3. and 3:03 (c).

If the Union requires a Union representative to be released from their normal duties to perform Union business, the Union will compensate the Corporation in the following manner. Regular rate of pay plus applicable burden to a maximum of 40% will be reimbursed. If a replacement employee must be paid premium rates to cover the absence of the Union representative, the Union will compensate the Corporation at the applicable overtime rate.

Except where otherwise stated, for all time covered under 3:02 and 3:03, the company shall bear the costs associated with the release time. Union Committee time under 3:02 will not count toward the calculation of the maximum one hundred and sixty (160) days absence.

ARTICLE 4 - NO DISCRIMINATION

The Management and Union agree that the Ontario Human Rights Code, the Employment Standards Act and the Ontario Labour Relations Act shall apply.

The Corporation agrees that there shall be no discrimination against or intimidation of any employee for reasons of union membership or union activity, or for exercising rights provided for in the Collective Agreement, the Ontario Human Rights Code, the Employment Standards Act and the Ontario Labour Relations Act.

Any employee covered by this Agreement who feels that they have been discriminated against or claims that there has been a violation of the foregoing legislation shall have the right to seek redress in accordance with the Grievance Procedure, Article 10.

ARTICLE 5 - DEFINITION OF EMPLOYEES

5:01 Temporary Employee

A temporary employee is hired for specific projects of limited duration which shall not exceed twelve (12) months. If the employee returns to work during the next three (3) months after a lay-off, provided the employee had not accumulated twelve (12) months service, the previous service shall be counted. After

twelve (12) months, if work is of an ongoing nature the position will be posted and filled.

Notwithstanding the above, a temporary replacement employee is hired to replace a specific, permanent employee for the duration of their approved maternity/parental, long term disability and WSIB leave. The replacement may exceed twelve (12) months with the Principal Steward's approval, which will not be unreasonably withheld.

It is understood and agreed that seasonal work is not work of an ongoing nature.

Temporary employees shall be paid according to Article 18.

To be taken on permanent staff, a temporary employee must apply for and be awarded a posted position. If a temporary employee is awarded a posted position in work other than that which they have been performing, they shall become a probationary employee.

If a temporary employee is awarded a classified position in work they have been performing for three (3) or more months immediately prior to being awarded the position within London Hydro, such temporary service shall be recognized and deducted from the six (6) month probationary period.

5:02 Probationary Employee

A probationary employee is hired to fill a classified position. Subject to the "time" exceptions stipulated in Article 5:01, they shall undergo a probationary period of six (6) months during which time their qualifications and abilities will be assessed. Probationary time may be extended up to an additional three (3) months due to unsatisfactory performance or as a result of an extended absence of up to three (3) months. At any point in time during the probationary period, if they are considered as not being satisfactory to Management, they may be released. If taken on permanent staff, their seniority will date back to their last continuous hire date as a temporary or probationary employee.

5:03 Permanent Employee

A permanent employee is currently employed by the Corporation and has completed the probationary period.

ARTICLE 6 - SENIORITY

6:01 When employees are taken on the permanent staff, their seniority shall date back to their first day of continuous service.

Continuous service shall mean all accumulated periods of employment not separated by more than a three (3) month break,

counting only the working time.

- 6:02** Seniority lists of all permanent employees shall be posted and shall be open for protest in writing to the Human Resources Department for a period of sixty (60) days from the date of posting. The protest shall be answered in writing by the Human Resources Department, within fifteen (15) days of receipt of the written protest.

The list will show the names and dates of entering the service, and shall be brought up to date once a year as of the 1st of January each year. The Principal Steward will be supplied with a duplicate of the Seniority List.

- 6:03** Seniority shall accrue to permanent employees only.

Seniority rights and an employee's employment shall be deemed to have been justly terminated if the employee

- (a) quits or is retired;
- (b) Is discharged and the discharge is not reversed through the Grievance and Arbitration Procedures;
- (c) is laid off for a period of more than fifteen (15) months;
- (d) is absent from work without permission for five (5) or

more consecutive working days, unless such absence is proven to the satisfaction of the Management to have been due to causes beyond the employee's control;

- (e) fails to return to work upon termination of an authorized leave of absence and does not furnish Management with an acceptable reason for such failure;
- (f) uses a leave of absence for purposes other than those for which the leave of absence was granted; or
- (g) fails to report for work or fails to furnish Management with a satisfactory reason within fifteen (15) days of notification of recall from layoff.

6:04 In the event that the Company, either in whole or in part, changes its name, is privatized, merged, annexed, amalgamated, united or otherwise joined with one or more municipalities, utilities or corporations, all employees will be credited with full service recognition.

6:05 If an employee accepts a promotion outside the bargaining unit and does not return to the bargaining unit within three (3) months of the date of promotion all seniority within the bargaining unit will be lost for purposes of layoff only. If the employee returns on or before the three (3) months, their seniority will continue to accrue.

6.06 Management, after consultation with the union, shall have the right to transfer an employee outside the union's jurisdiction into the union's jurisdiction at any time. Management agrees that there will be no reduction in the PWU membership as a direct result of the transfer. The employee will be placed into their last PWU represented position or a different position based on joint agreement. No seniority will be granted.

ARTICLE 7 - WORK REDUCTION OR LAYOFF

7:01 Lay-off Procedure

Where it is necessary to reduce or curtail work within a department, group or position classification, seniority will be the guiding factor so long as it does not prevent the Corporation from maintaining a work force of permanent employees who are qualified, without further training, and are willing and able to do the work which is available, and who possess the necessary skill, ability and efficiency. Permanent employees laid off due to reduction in forces shall be given preference for re-employment when the force is increased, or when vacancies occur, and shall be returned to the service in order of seniority, subject to the foregoing conditions. Where a permanent employee is to be laid off and has no opportunity to displace another employee, notice in accordance with the current Employment Standards Act shall be given to the permanent employee and simultaneous notice shall

be given to the Union. Where a permanent employee is to be laid off and has opportunity to displace another employee, simultaneous notice shall be given to the employee and the Union.

7:02 A permanent employee affected by the application of Article 7:01 will have the option of accepting the lay-off or exercising their seniority rights to displace the most junior employee in any equivalent or lower rated position, or in a position formerly held by the employee being laid off, provided such employee has the skills and ability or may be qualified to perform the job within a training period to be determined by Management not to exceed sixty (60) days.

The permanent employee shall notify Management in writing within two (2) weeks of the notice of lay off of their decision to displace another employee. The notification to Management will include the position classification from which they choose to displace a junior employee. The junior employee in the position classification into which an employee has bumped, will be eligible to exercise their rights under Article 7:02, paragraph one (1). Permanent employees who are displaced will become subject to the provisions of this Article. The last permanent employee displaced with no bumping opportunity will be laid off. The two (2) week notice period shall be appropriately extended in the case of an employee who is on vacation or sick. The training period referred to in this Article may be extended at the discretion of

Management. Where an employee fails to give written notice of their intention to bump within the two (2) week period, the employee shall relinquish the right to bump, and shall be deemed to have accepted the layoff.

When a permanent employee exercises their option under this Article and bumps into a position, they shall be paid the maximum rate of pay for the position into which they bump.

A permanent employee who fails to qualify to perform the job within sixty (60) days will not be eligible to exercise their rights to displace another employee under Article 7:02 paragraph one (1) and will be laid off.

Employees on Long Term Disability will be excluded from Article 7. Employees who are medically restricted shall be permitted to exercise their rights under Article 7 at the discretion of Management if it is determined that their restriction will not materially affect their ability to perform the work in the position into which they bump. Employees on Maternity/Parental Leave or on leave of absence will be permitted to exercise their rights under Article 7 and their pay will revert to the lesser of the maximum rate of pay for the position into which they bump or the rate of pay prior to the leave when they return from leave to fill the position.

7:03 Recall Procedure

Permanent employees recalled shall have fifteen (15) working days in which to report to work and they shall return at the same pay step providing they return to work in their former classification within fifteen (15) months.

Employees so re-employed within fifteen (15) months of their layoff shall retain their former seniority.

Employees not responding to the recall shall be deemed to have been terminated.

7:04 When a permanent employee would otherwise be subject to lay off under Article 7:02, and there is available temporary work the employee is qualified to do and has the ability to perform, the temporary employee shall be laid off and the work transferred to the permanent employee who shall not be reclassified as a temporary employee. The employee shall be paid the maximum rate for the position classification into which they bump.

7:05 When a temporary or probationary employee is returned to work in their former position after a layoff of not more than sixty (60) calendar days, they shall be paid at a rate of not less than the rate they were receiving when previously employed.

7:06 Severance Pay

An employee receiving severance pay waives any other rights under Article 7 except for coverage under the Corporation's Health and Dental Plan. Under no circumstances shall an employee who has been laid off be entitled to coverage under the Corporation's Health and Dental Plan for a period of more than three (3) months.

- (a) Employees subject to permanent layoff as defined in the Employment Standards Act have the option to elect a severance payment which is the lesser of
 - (i) Two (2) weeks base pay per year of service up to a maximum of thirty (30) weeks' pay (payment for incomplete years will be prorated); or
 - (ii) An amount which equals base pay from the end of the notice period until the end of the month in which the employee reaches their 65th birthday.

- (b) An employee who is laid off, whether or not they elect to take severance pay, is entitled to coverage under the Corporation's Health and Dental Plan for a period of three (3) months from the date of termination of employment or until the commencement of alternative employment, or until the end of the month in which the employee reaches their 65th birthday, whichever occurs first.

- (c) Regardless of when an employee elects to take severance pay, they shall be entitled to a maximum of three (3) months coverage under the Corporation's Health and Dental Plan.
- (d) An employee entitled to severance pay may elect to take a lump sum severance payment or the severance payment may be divided into two (2) equal installments, the first installment payable on the date of termination and the second on or about January 15th of the following year.
- (e) All severance payments shall be subject to applicable deductions at law. An employee may direct all or a portion of their severance payment into an RRSP, to the extent permitted by law. The employee shall provide the Corporation with the appropriate information for directing payment into their RRSP.
- (f) An employee who elects to receive severance pay pursuant to the provisions of this Article waives any and all recall rights under the provisions of Article 7 and any and all rights under the provisions of this Collective Agreement and the employment of the employee shall be deemed terminated.
- (g) If at the end of the fifteen (15) month recall period an employee has not been recalled or has not elected to receive severance pay, they will automatically receive the severance pay entitlement.

ARTICLE 8 - MANAGEMENT RIGHTS

- 8:01** The right to hire and to maintain order and efficiency is solely the responsibility of the Management. Likewise, the right to promote, transfer, or demote, and to discipline or discharge for just cause is the sole responsibility of Management, providing that such actions do not violate any other clause in this Agreement.
- 8:02** The Corporation retains all of the other prerogatives of Management that it has maintained prior to entering into this Agreement, except as may be specifically modified by this Agreement. These rights include, in part, such matters as the right to make changes in methods of operation, improvements in efficiency, etc.
- 8:03** In applying rules governing rates, promotions or seniority, the Management shall make the rules subject to appeal as a grievance.

ARTICLE 9 - DISCIPLINE

- 9:01** The Management shall not discharge or suspend an employee without a Union representative being present at the time. The Union representative will be present at the issuance of a written reprimand. The Management shall notify the Union in all discharge cases, within one (1) working day, giving the name of

the employee concerned and the reason for the discharge. All discharged employees shall be notified in writing by Management within two (2) working days of their discharge, giving the reasons for the discharge.

A claim by an employee that they have been unjustly discharged shall be treated as a grievance and processed in accordance with Article 10 of this Agreement.

Verbal reprimands shall be documented and placed in the employee's file.

9:02 Written Reprimand

Letter(s) of reprimand/discipline which have been on an employee's file for two (2) years and there have been no further occurrences, the letter(s) will be removed from all files.

9:03 Suspension or Discharge

If an employee is suspended without pay pending investigation, a decision must be made by Management within three (3) days to confirm or cancel the suspension or to adjust the number of days over which the employee is suspended.

If the suspension is cancelled, the employee shall receive pay for all normal time lost. If the suspension is found valid, the date of

suspension shall be retroactive to the first day of suspension. If, due to circumstances, a decision cannot be made within the three (3) days noted above, Management and the Union Committee shall meet to determine whether the employee shall be returned to work during a period of further investigation.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURES

10:01 Purpose

The Grievance Procedure is intended to provide an orderly and prompt settlement of differences of opinion regarding the interpretation or alleged violation of this Agreement. The parties acknowledge that in the interests of promoting good working relationships, differences shall be dealt with and settled at the earliest possible stage.

No matter may be submitted to Arbitration which has not been properly carried through the applicable steps of the Grievance Procedure.

10:02 Employee / Supervisor Communication

Prior to invoking the Grievance Procedure, an employee will meet with their supervisor with a Steward present, discuss the alleged violation, and provide an opportunity to resolve the matter. The

supervisor may have a second management representative present as a note taker.

10:03 Grievance Procedure

Failing resolution of the issue with the supervisor, Step One of the Grievance Procedure may be initiated.

- (a) **Step One** - The Principal Steward (or designate) shall present the written grievance to the Senior Director of Human Resources Department (or designate), within twenty-one (21) working days of the alleged violation. The grievance shall set out the section or sections alleged to have been violated, the nature of the grievance, and the remedy requested. If so requested, the Union shall provide clarification of the nature of the grievance within five (5) working days of the request. If a settlement is not reached within ten (10) working days after the grievance has been presented, then the grievance may be referred to Step Two within three (3) working days thereafter.

- (b) **Step Two** – The Principal Steward, and the Steward concerned (or designate) shall meet with the Senior Director of Human Resources and the senior manager (or designate) concerned to present the grievance within fifteen (15) working days. The key points that will be presented by both parties regarding the grievance will be documented, and copies will be exchanged at least two (2) working days prior to the meeting. The meeting will

include meaningful discussion and a sincere effort to resolve the matter.

- (c) **Policy Grievance** - Where any difference arises directly between Management and the Union relating to the interpretation, application or administration of this Agreement, a grievance may be originated by either party at Step Two of the Grievance Procedure, and the time limits set out there shall appropriately apply. The Union shall not file an individual grievance as a group or policy grievance.

- (d) Management may bring forward any complaint to the Union Staff Officer or Union Sector V.P. with respect to the conduct of the Union, its Officers or Stewards, and that if such complaint by Management is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee starting at Step Two.

- (e) The Management personnel concerned shall issue a written reply to a grievance at each step of the procedure in accordance with times stipulated in the Grievance Procedure. All written replies shall be forwarded directly to the Principal Steward.

10:04 Arbitration Procedure

- (a) If the grievance is not settled at Step Two, it may be referred to arbitration within thirty (30) working days.
- (b) The parties in this Agreement will use the services of mutually agreeable arbitrators. Each party shall provide a list of preferred arbitrators. The parties will identify an agreed-upon list of four (4) arbitrators. On a case by case basis, in the absence of the parties agreeing to an arbitrator from the list, referral shall be on a rotating basis.
- (c) Each party shall pay their own costs and expenses of the Arbitration and one half (1/2) the remuneration and disbursement or expenses of the arbitrator.
- (d) An arbitrator shall not have the power to add to or subtract from or change the provisions of this Collective Agreement or to deal with any matter not contained in the statement of grievance filed by the party referring the matter to arbitration.

10:05 The time limits in the Grievance and Arbitration Procedure must be adhered to and may only be extended in writing by consent of both parties to this Agreement or by order of an arbitrator.

ARTICLE 11 - PAID HOLIDAYS

11:01 The following Paid Holidays will be observed:

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Last working day before Christmas

Christmas Day

Boxing Day

Last one-half (1/2) working day before New Year's

For all Paid Holidays, permanent and probationary employees shall receive the lesser of eight (8) hours of pay or their regularly scheduled hours per day.

For all Paid Holidays, all temporary employees shall receive holiday pay in accordance with the calculation method outlined in the Employment Standards Act.

Temporary or probationary employees must also work the full

shift before and the full shift after the holiday in order to receive Paid Holiday pay unless they are off due to an excusable absence.

11:02 Floater

In lieu of Remembrance Day, November 11, all permanent and probationary employees shall be allowed eight (8) hours off per year to be known as a floater holiday. The combined weekly vacation and floater accrual for permanent and probationary employees includes pro-rated floater holiday hours in addition to their weekly accrued vacation hours.

After six (6) months of continuous employment, temporary employees shall be granted a floater holiday of eight (8) hours per year.

When November 11 falls Monday to Friday, it shall be regarded as a normal work day and the Corporation operations shall be maintained as usual.

11:03 Employees laid off shall not be eligible for payment for the above holidays.

11:04 Systems Operators scheduled to work on a Paid Holiday will be paid double time for hours worked. In lieu of paid holidays, eligible shift operators shall receive the same number of hours off during the calendar year as other hourly rate permanent

employees and shall receive the hours as part of their total vacation accrual in the week during which the Paid Holiday falls.

ARTICLE 12 - VACATIONS

The efficient operation of the Management's plant and business shall be considered first in arranging vacations. Vacations not arranged prior to October 15th shall be taken when so indicated by the immediate supervisor.

12:01 Temporary employees shall receive vacation and vacation pay in accordance with the Employment Standards Act.

12:02 Probationary and Permanent Employees

Vacations with pay shall be accrued weekly.

Over the course of the first year of employment, probationary / permanent employees shall accrue three (3) weeks' annual vacation.

Thereafter, permanent employees shall accrue:

Three (3) weeks' vacation after one (1) year continuous service.

Three (3) weeks' plus one (1) day after five (5) years'.

Three (3) weeks' plus two (2) days after six (6) years'.

Three (3) weeks' plus three (3) days after seven (7) years'.
Three (3) weeks' plus four (4) days after eight (8) years'.

Four (4) weeks' vacation after nine (9) years' continuous service.
Four (4) weeks' plus one (1) day after thirteen (13) years'.
Four (4) weeks' plus two (2) days after fourteen (14) years'.
Four (4) weeks' plus three (3) days after fifteen (15) years'.
Four (4) weeks' plus four (4) days after sixteen (16) years'.

Five (5) weeks' vacation after seventeen (17) years' continuous service.
Five (5) weeks' plus one (1) day after nineteen (19) years'.
Five (5) weeks' plus two (2) days after twenty-two (22) years'.
Five (5) weeks' plus three (3) days after twenty-three (23) years'.
Five (5) weeks' plus four (4) days after twenty-four (24) years'.

Six (6) weeks' vacation after twenty-five (25) years' continuous service.

12:03 As far as it is practical, vacation will be granted at the times most desired by the employees subject to the Article preamble.

Management will grant a minimum of two (2) weeks' vacation between June 15 and September 15 to permanent employees if requested by February 1. Additional vacation requests will be considered by Management and may be granted if workload permits. Employees may take vacation entitlement in any

combination of weeks, days and ½ days.

Vacation requests received by February 1 for the period of March 1 to January 31 of the following year, if approved, will be granted to permanent employees on the basis of seniority. Requests submitted after February 1, if approved, will be granted on a first come basis.

Vacation requests for February 1 to February 28 must be received by December 1 of the year prior and if approved will be granted on the basis of seniority.

Outside of all seniority-based vacation approval processes, on a first-come, first-serve basis employees may be approved to take vacation entitlement in hours (minimum one hour).

12:04 Notwithstanding the schedule as contained in Article 12 above, vacation accruals shall be reduced in proportion to time lost due to employer-unpaid sickness or compensation benefits or approved unpaid leave. There shall be no loss of vacation accrual while in receipt of employer-paid sickness or compensation benefits.

12:05 Illness during Vacation

If the employee falls ill or has an accident which requires the employee to be admitted to hospital during a vacation period, the

employee shall be allowed to utilize unused sick leave credit, when approved, at the rate of one day's vacation substitution for each twenty-four (24) hour period during which the employee is incapable to work as defined in a doctor's note subject to the following procedure:

- (a) That within twenty-four (24) hours of the sickness or accident occurring, they shall notify either their immediate supervisor or the Human Resources Department.
- (b) That upon return to work, the employee substantiates their illness or accident to their immediate supervisor by a medical certificate. Management may, through the services of a designated Corporate doctor, verify the aforementioned certificate and/or require the returning employee to be re-examined by the Corporate doctor.
- (c) Subject to points (a) and (b) being carried out to Management's satisfaction, the employee may then substitute any unused sick leave credits for the vacation period during which they were sick or injured.
- (d) Their remaining vacation shall then be granted in accordance with Articles 12:04 and 12:05 with the exception of the February 1 date mentioned in Article 12:04.

12:06 For the purpose of vacation only, external applicants hired by London Hydro with three (3) or more years of relevant service with another Ontario Local Distribution Company shall receive 75% vacation service credit in relation to prior service to a maximum of twelve (12) years (i.e. maximum of nine (9) years or one (1) additional week of vacation). This credit shall become applicable once the employee transitions from probationary to permanent status.

ARTICLE 13 - HOURS OF WORK

London Hydro's work week falls between 0:00 hours Monday to 23:59 hours Sunday. Except as otherwise provided for in this Agreement, the normal work week and the normal work day shall be as follows:

13:01 The following paragraphs and sections are intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

13:02

(a) Subject to Article 13:01, and any exceptions noted below, the standard work week shall consist of forty (40) hours of work per week consisting of five (5) days of eight (8) consecutive hours and

are as follows:

- 1) The following position classifications or Departments will work Monday to Friday with either a one half (1/2) or one (1) hour lunch period to be determined by the senior manager or designate of the department, and will work between the hours shown:

Classifications or Departments	Between the hours of:
Customer Services: Customer Services Representative Lead Customer Service Representatives Customer and Community Service Liaison Customer Support Trainer Customer Services Account Representative Collection Representative Retailer Relationship Representative Back Office Support Representative	0730 and 1700
CDM Sales Program Coordinator CDM Technical Program Coordinator CDM Administrative Support	0730 and 1700
Finance Dept.	0730 and 1700
Shift Automotive, Truck and Coach Technician	0730 and 2130
Meter Data Management Dept. Engineering Dept.	0730 and 1630

- 2) As determined by the senior manager or designate of the department, the hours of work for the Systems Operator will be arranged to allow for either:
- i) An average of five (5) shifts per seven (7) day week, each shift of eight (8) hours duration, to allow for an average of forty (40) hours of work per week, Monday through Sunday, between the hours of 0001 and 2400; or
 - ii) An average of twenty (20) shifts per forty-two (42) days, each shift of twelve (12) hours duration, to allow for an average of forty (40) hours of work per week over a six (6) week period, Monday through Sunday, between the hours of 0001 and 2400.
- 3) Customer Service: Posted shift schedules shall include not less than fourteen (14) consecutive days and shall indicate the hours of work.

Management will determine staggered start times between the stated hours and the number of staff required for each start time. Whenever a change is required, the times will be offered on a senior choice, junior force basis. If the Corporation requires a shift change two (2) weeks' notice will be given to the employee unless mutually agreed upon between the parties.

Nothing herein is to be construed as limiting the days worked in any one (1) week or the hours in any one (1) day.

- 4) Powerline Maintainers working the day shift shall work Monday to Friday between the hours of 0730 and 1600 with a one-half (1/2) hour lunch period. The hours between 1530 and 2330 (the shift) shall be staffed by two (2) Powerline Maintainers who will work each day Monday to Friday or with management approval may opt to work 1530-0130 Monday to Thursday. In the event Powerline Maintainers opt to work 1530-0130 Monday to Thursday both employees working this shift must agree to this option.

Qualified Powerline Maintainers hired after January 1, 2013 shall remain on the shift rotation permanently. This does not preclude an employee from posting into another position.

Qualified Powerline Maintainers hired before January 1, 2013 may volunteer to participate in the shift. Individuals wishing to subsequently add and/or trade weeks amongst each other may do so, subject to Management approval.

During times of illness, vacation or emergencies Management may shift-change, as per senior choice, junior force with an available employee that is presently working the day shift to the night shift for the duration of the absence. The first shift may occur as an extension of their normal day or may occur

on the next working day; in either case the employee shall be paid at a rate of double time. Only one day of premium pay shall be paid for any one shift.

Workers on shift shall work eight (8) or ten (10) hours with a twenty (20) minute paid lunch. At the discretion of management, qualified Apprentices in the fourth (4th) year of the Powerline Worker Apprenticeship program can be placed in the rotation as one of the two (2) workers for training purposes.

- 5) The hours of work for other forty (40) hour employees not listed above will be Monday through Friday between the hours of 0730 and 1600 with a one-half (1/2) hour lunch period.

- (b) It is understood and agreed between the parties that Management reserves the right to schedule production, to establish shifts and hours of work in any department where it deems it necessary for the efficient or economical carrying out of its operations or undertakings or to meet customer needs or requirements.

In the event that Management wishes to revise existing hours of work or shift schedules, it shall discuss the scheduling, hours of work and classifications with the Union to obtain the Union's consent to such revisions. The Union agrees that its consent shall

not be unreasonably withheld.

In the event that the Union withholds its consent, the matter shall be referred to Expedited Arbitration, pursuant to the provisions of this Collective Agreement for final determination. The arbitrator, in rendering their decision shall consider and have regard to whether the requested revision to existing hours of work or shift schedules is necessary for the efficient or economical carrying out of Management's operations or undertaking or necessary to meet the needs or requirements of customers.

13:03 Shift Work

- (a) If employees are required to relieve on a regularly scheduled shift, they shall be paid as follows:
- 1) Except for Systems Operators working twelve (12) hour shifts, they shall receive a minimum sixteen (16) hours off between shifts or they shall be paid at the applicable overtime rates for their next shift.
 - 2) They shall receive the appropriate shift bonus as described in 14:04.
 - 3) They shall not require the minimum sixteen (16) hours off between the time they finish the relief work and return to their shift if they return to their normally scheduled shift

described in 13:02 (a).

- (b) All shift worker's schedules other than relief shift work, occasional shift work, and Systems Operators working twelve (12) hour shifts, shall provide a minimum sixteen (16) hours off, excluding lunch periods, between the worker's scheduled shifts and therefore, any time worked between the scheduled shifts must be considered overtime. This in no way limits the performance of overtime work.
- (c) Posted shift schedules for Systems Operators shall include not less than six (6) weeks and shall indicate the hours of work. If the posted schedule is changed due to the sickness or accident of a Systems Operator and requires the Systems Operator to work more than five (5) shifts within a week, they shall be paid at the applicable premium rate for all shifts worked in excess of five (5) days within the week. If a Systems Operator is shifted from a scheduled spare day shift to a night shift within 21 days of the scheduled shift, then the first shifted night shift shall be paid at a rate of double time.
- (d) Occasional Shifts

An occasional shift involves employees working the shift described in 13:02 (a) 1), or 3) but who may be required at various times to work out of their normal hours to facilitate certain jobs.

Occasional shifts shall not be worked between 0800 and 2400 hours Saturday and 0001 and 2400 hours Sunday, unless the applicable overtime rate, set out in Article 14:01, is paid.

If an individual employee works less than five (5) occasional shifts in any pay period, the shifts worked during the normal pay period, excluding paid holidays and overtime hours, shall have the appropriate shift bonus added to the hours worked on shift.

An occasional shift worker returning to a shift described in 13:02 (a) 1), or 3) shall not require the minimum sixteen (16) hours off between the time they finish the occasional shift and return to their normal day work.

Notice of required occasional shift work shall be given within the hours of the second regular shift of the employee preceding the scheduled occasional shift.

13:04 Overtime - Shift Workers

Except as otherwise provided for in this Agreement, time worked in excess of the regularly scheduled shift – either eight (8) hours or twelve (12) hours per shift for forty (40) hour scheduled employees shall be at the rate of double time.

13:05 Shift Day

All hours of a shift shall be deemed to be included in the calendar day in which the shift started.

13:06 Lunch Periods

Lunch periods shall be scheduled by Management but a shift employee will not be required to work more than five (5) continuous hours without a lunch break.

13:07 Shift Bonus

Shift Bonus shall be paid in accordance with Article 14:04.

At no time shall shift bonus and overtime rates be paid for the same hours.

13:08 Any employee shall be paid for all hours during which they are in the Management's care, whether they are working, waiting or travelling, except as in 13:09.

13:09 The Corporation recognizes the need for maintenance of employee qualifications and may provide the opportunity for an employee to attend training courses. An employee on a training course shall be paid their normal rate only. No compensation shall be given for traveling time outside of normal working hours

in order to attend training courses.

When an employee is required by the Corporation to undertake any course of instruction or to attend any conference or seminar outside the city of London, reimbursement for approved transportation and travelling expenses shall be paid by the Corporation.

13:10 Compressed Work Week

Notwithstanding the intent and meaning of Article 13, Hours of Work, Article 14, Premium Pay and Article 16, Temporary Replacement Pay, employees may request to work a Compressed Work Week. Management reserves the right to accept or reject the request, and a work group can be required to work a Compressed Work Week only if a simple majority in the work group is in favor of the request. If approved, unless otherwise agreed to, employees shall work ten (10) hours (forty (40) hour employees) between the hours of 0600 and 0230 either Monday through Thursday inclusive or Tuesday through Friday inclusive.

Employees will be granted a twenty (20) minute paid lunch break to be taken at or near the job site, in the middle of the work day, but in no circumstances shall an employee work more than five (5) hours without a meal break.

It is understood and agreed to by both parties that employees

working a Compressed Work Week shall have ten (10) hours charged to their vacation entitlement for each vacation day if they normally work a forty (40) hour week.

Employees designated to work a Compressed Work Week who are on vacation for a full week shall have a normal work week (forty (40) hours) charged to their vacation entitlement.

It is understood and agreed to by both parties that employees working a Compressed Work Week and who miss work due to sickness or other approved absences shall be paid ten (10) hours sick pay if they normally work a forty (40) hour week.

It is understood and agreed to by both parties that employees who work a Compressed Work Week in which there is a Statutory Holiday shall work three (3) compressed work days and shall receive eight (8) hours pay for the Statutory Holiday if they normally work a forty (40) hour week. In order that employees not suffer any loss of wages as a result of working a Compressed Work Week in which there is a Statutory Holiday, an additional two (2) hours pay for forty (40) hour employees will be included in the employee's weekly pay, and the employee will be obligated to work, or otherwise gain credit for the addition of the two (2) hours (forty (40) hour employees) missed, through arrangements with their direct supervisor.

13:11 Standby

It is understood that internal crews will be called first for any standby work.

- (a) Standby is defined as the duties performed by employees deemed qualified by Management who are required by Management to be readily available for emergency service at other than normal working hours.
- (b) Employees on Standby will be offered a maximum of eight (8) hours of planned overtime work during the Standby period. On an exception basis, employees on Standby may be assigned to planned overtime calls beyond eight (8) hours at the discretion of the Corporation.
- (c) Overtime that results from a necessary continuation of the workday stays with the employee or crew and is distributed to employees on Standby when continuation will be more than three (3) hours.
- (d) Employees on Standby shall hold themselves fit, ready and able to safely perform Standby duties outside of normal working hours for the duration of the Standby assignment.
- (e) All employees that are members of workgroups where Standby is an essential requirement (i.e. Line, Electric Maintenance &

Stations, Electric Underground Systems), and have been deemed competent by Management, are expected to participate in the Standby rotation. Management will consider requests from employees wishing to have their name removed from the standby rotation only if the approval does not negatively impact levels of service.

- (f) When the need for Standby work arises, Management will first contact those on Standby and, as required, those on the Standby Rotation. Employees are expected to make reasonable efforts to respond to requests for assistance.
- (g) Employees on Standby duty shall reside and be available for work within the boundaries set by the Management of London Hydro (30 minutes under normal driving conditions from home to corporate headquarters) when performing Standby duty. London Hydro vehicles shall not be used outside these boundaries except on Corporate business.
- (h) Employees may voluntarily exchange or transfer a portion of their annual Standby assignments, provided that such exchanges or transfers are submitted in writing to the departmental supervisor for approval prior to the scheduled Standby duty. Otherwise, the approval of any exchange request will be based on operational needs and will not be unreasonably denied.
- (i) Employees may only be on Standby for one week at a time (i.e. no

consecutive weeks) unless there are extenuating circumstances in which case the Principal Steward will be notified.

- (j) Employees shall notify Management when they are within two (2) hours of reaching Hours of Work limits. Employees engaged in active work at the time of notification shall continue to work until the earlier of the limit being reached or the work being completed. When the employee is not engaged in active work at the time of notification, Management may at its discretion release the employee from their Standby commitment if they are within two (2) hours of reaching Hours of Work limits.
- (k) When an employee on Standby is unable to fulfil their Standby commitment due to reaching Hours of Work Limits, their Standby shall be covered by one or more of the remaining employees in the workgroup on a rotational basis. The scheduled Standby employee will receive their Standby pay for the full week even if relief is required.

13:12 Planned Overtime

- (a) Employees may be called upon to work planned overtime. In the event there are insufficient employees who volunteer for the planned overtime, and once the planned overtime list has been exhausted, then employees may be required to work planned overtime in reverse order of seniority subject to equitable distribution.

- (b) Employees on sick leave, modified duties, WSIB, training, approved leave, vacation, banked time off or suspension/administrative leave (with or without pay) shall be deemed unavailable for planned overtime.
- (c) Time shall be calculated from the time the employee arrives at work headquarters until they return to work headquarters. Travel time to and from home is not paid for planned overtime.
- (d) Management will endeavour to give employees required for planned overtime work, which is to be performed outside the normally scheduled hours, at least twenty (20) hours advance notice of such planned overtime during the normal work week and not later than Friday before noon for weekend overtime work.

ARTICLE 14 - PREMIUM PAY

14:01 Overtime

Except as otherwise provided for in this Agreement, time worked in excess of the normal day, as defined in Article 13, shall be at the rate of double time, with the exception of banked time as described in Article 14:02.

Employees living outside the boundaries as outlined in Article

14.05 shall not be paid the excess travelling time, when answering a Call-Out or any other time when travel time is paid. For all employees, in extreme weather conditions (determined at management's discretion) up to an additional 30 minutes of travel time will be paid.

14:02 Banked Time

Banked time provisions will apply to all employees at London Hydro as follows:

Overtime hours worked may be banked or paid at double time.

A maximum of forty (40) hours at any point in time may be accumulated and used as banked time.

Such banked time may be taken at a mutually agreeable time.

Banked time may be used to make up the two (2) hour shortfall in a week in which there is a Statutory Holiday in which three (3) ten (10) hour shifts are worked (eight (8) hours for the Statutory Holiday).

Paid Holidays as listed in Article 11:01 and all other days proclaimed as Statutory or Civic Holidays shall be paid for at straight time unless otherwise agreed upon. Work done on paid holidays shall be paid at double time in addition to the regular

holiday pay.

For overtime rate for shift workers see Article 13:03.

No payment shall be made for any overtime of less than one-quarter (1/4) hour straight time continuous with regular working hours, e.g. ten (10) minutes at double time equals twenty (20) minutes and no payment; fifteen (15) minutes at double time equals thirty (30) minutes and payment shall be made.

14:03 Call-out

A minimum of two (2) hours at the applicable premium rate, or the actual time worked at the applicable premium rate, whichever is greater, shall be paid for any call answered after the regular working hours except that for any call answered within two (2) hours of the completion of the previous call-out, the time shall be considered continuous. Time shall be calculated from the time the employees leave their homes until they return for those employees designated on stand-by or for those employees directed to the job site by the immediate supervisor. For employees directed to report to their work headquarters, time shall be calculated from the time they leave their homes until they return to their work headquarters or their homes as directed by their immediate supervisor.

Any call answered in the one (1) hour preceding and the one (1)

hour following the employee's normal work day shall not be considered a call-out but time worked shall be paid for at the applicable premium rate.

14:04 Shift Bonus

Established shifts shall be bonused in accordance with the following, after complying with conditions set out in Article 13. All shift premiums apply to the normal hourly rate for the actual hours worked on regularly scheduled shifts only and do not apply to overtime shifts, sick time or vacation time.

- a) For the Systems Operator, the following shift bonuses, applied as a percentage above regular rate, as determined in Article 34 shall apply:
 - 1. 2% for shift turn over (for twelve (12) hour shifts)
 - 2. 7% for all night shifts where hours worked fall between the end of the day shift on Monday and the commencement of the day shift on Friday. This applies to eight and twelve hour shifts.
 - 3. 13% for all weekend shifts, where hours worked fall between the end of the day shift on Friday and the commencement of the day shift on Monday, and for the hours in a shift that fall on a paid holiday.

- b) For the Powerline Maintainer, the following shift bonuses, applied as a percentage above regular rate, as determined in Article 34 shall apply:
1. 7% where hours worked fall between 15:30 on Monday and 23:30 on Thursday.
 2. 13% where hours worked fall between 15:30 and 23:30 on Friday.

14:05 Standby Pay

- (a) Allowance - Employees on Standby as outlined in Article 13:11 shall receive a daily allowance of forty (\$40.00) dollars per day Monday through Friday and sixty (\$60.00) per day for Saturday, Sunday and Paid Holidays effective January 1, 2020. Daily allowance of forty-two (\$42.00) dollars per day Monday through Friday and sixty-three (\$63.00) per day for Saturday, Sunday and Paid Holidays effective January 1, 2022. This shall in no way affect the overtime provisions of this Article.
- (b) Standby Replacement - For each day that an employee fulfills a portion of the weekly Standby assignment, they shall receive the daily premium in a) above.

14:06 Meal Allowance

The Management shall not require employees to carry or provide more than one (1) meal on a day work is performed.

When employees are required to work overtime continuously with and in excess of their normal hours for ninety (90) minutes or more they shall be supplied with a suitable meal by Management, and every four (4) hours thereafter.

If Management chooses not to supply this meal, employees will be paid seventeen (\$17.00) dollars, effective January 1, 2020, for every four (4) hour period beginning ninety (90) minutes after normal hours.

14:07 Notice of Planned Overtime

A minimum of two (2) hours at the applicable premium rate, or the actual time worked at the applicable premium rate, whichever is greater, shall be paid for all weekend planned overtime. When notice of cancellation is given less than twenty-four (24) hours prior to scheduled starting time of weekend planned overtime work, one (1) hour at the applicable premium rate shall be paid.

14:08 Sleep Time

An employee shall be approved for sleep time under the circumstances outlined below and shall be paid at straight time for any hours that coincide with the employee's regular scheduled shift.

If an employee:

- 1) has worked sixteen (16) hours continuously; or has accumulated sixteen (16) hours of actual work time and/or travel time in any twenty-four (24) hour period; or
- 2) has not had eight (8) hours of consecutive rest in the last twenty-four (24) hour period, or
- 3) will not have eight (8) hours of continuous rest between scheduled shifts in a 24-hour period,

the employee must take eight (8) hours off to rest. The eight (8) hours will start counting from the time the employee stops working plus travel time described in Article 14:01 and 14.03.

- 4) The following applies to all employees who are not working a scheduled twelve (12) hour shift:

If the employee works four (4) but less than six (6) hours in the nine (9) hour period immediately preceding the commencement of their regularly scheduled shift, the employee is entitled to four (4) hours off to rest. The four (4) sleep time hours will start at later of the beginning of their next shift or when the employee stops working or ceases to be paid as described in Article 14:03.

If the employee works more than six (6) hours in the nine (9) hour period immediately preceding the commencement of their regularly scheduled shift, the employee is entitled to eight (8) hours off to rest. The eight (8) sleep time hours will start counting from the time the employee stops working or ceases to be paid as described in Article 14:03.

Note: If an employee is required to continue with their work duties during the entitled rest period, the employee will be paid double time if the rest period coincides with their regularly scheduled shift. The employee will be paid at this rate until the actual rest period starts.

ARTICLE 15 - JOB POSTINGS

15:01 The parties recognize that job opportunity and security shall increase in proportion to seniority. It is therefore agreed that in all cases of filling vacancies, senior employees shall be given special consideration, as outlined in Article 15.02.

When vacancies occur, the employees shall be notified by electronic posting, which shall state the vacancy that is open, the approximate number of people required to fill the vacancy and the requirements necessary to fill the vacancy. The job posting shall remain posted for a minimum of ten (10) working days during which time any permanent and probationary employee may apply for the vacancy or position on the recognized application form. Vacancies not filled within forty (40) working days shall be reposted. Temporary employees may also apply for the vacancy or position on the recognized application form and will be considered along with external applicants.

Seniority includes all accumulated working time, excluding any periods of lay-off.

15:02 Subject to the provisions of Article 15:06, in filling vacancies, Management shall consider the following factors:

- (a) Seniority.
- (b) Qualifications and ability to perform the work, referencing the factors one or more of which is fundamental to the performance of the position vacancy (education, certification, background and previous work experience with London Hydro).

The employer shall make an initial assessment of all applicants

applying for vacancies.

When two (2) or more candidates for the opportunity are relatively equal with regard to the factors included in (b), seniority shall govern.

Where the qualifications and ability to perform the work of the senior employees cannot be demonstrated, a qualification test may be required by Management. Qualification testing will not be used to assess equivalency where the employee in question does not possess the required education and certification. The qualification test shall be developed and administered by Management. Management will supply the Union with a confidential copy of each qualification test prior to the test being administered during the filling of vacancies.

Management may give consideration to education and/or experience internally or externally such that the successful applicant is placed above the starting rate within the relevant wage scale as per Article 34.

Job Testing Criteria

- 1) Written testing for jobs will be administered by the Human Resources Department.**
- 2) Applicants will be advised of the requirement of a written test a minimum of one (1) week prior to the test date.**

- 3) The test correlating to a particular position will be the same test taken by all applicants for that particular posting.
- 4) The marking of a test or grading of a test will be administered by the Human Resources Department and released to tested individuals upon request.
- 5) Tests will be relevant and relate to the scope of the position and stated education as outlined in the job description.

15:03 Employees promoted to or awarded posted positions, either Union or Management, shall be allowed sixty (60) working days in which to qualify and satisfactorily perform, except for employees promoted to or awarded a posted position listed in Article 20:00 either Union or Management, shall be allowed one hundred and twenty (120) working days in which to qualify and satisfactorily perform; failing to do so, the applicant shall revert to their former classification and rate. Should an employee revert to their former classification and rate under this Article, employees promoted as a direct result of the initial promotion or awarding, shall also revert to their former classification and rate. Before employees in skilled trades are raised to a higher pay bracket in their position level, they may be required to demonstrate that they have reached the minimum standard required for advancement in their trade.

15:04 Transfers

When an employee transfers to a position in a level with a higher rate of pay, they shall be placed in that level at the nearest rate

higher than they were earning before transfer, providing said increase is not less than Five Dollars (\$5.00) per week. The employee shall then traverse the new pay level in the regular line of promotion.

Employees transferring from other than an established line of promotion may be assessed by a qualification test and paid accordingly at a rate within the level.

For employees transferring to positions listed in Article 20, these transfer provisions shall not apply. The placement and progression schedule shall be as outlined in Article 20.

15:05 Promotion to Lead Positions

For the purpose of this Collective Agreement, it is agreed that the term "Lead" shall be reserved for the bargaining unit positions which include certain supervisory responsibilities. The title "Supervisor" shall only be used for Management positions.

When promotions are made to Lead positions the employee shall be paid at next to the top in the appropriate position level. If there is one level difference in the two positions (e.g. Level 5 to Level 6), the employee shall be paid at the top of the appropriate position level. The promoted employee shall then traverse the position level in the normal manner.

15:06 Discretionary Transfers

At the discretion of Management, when an employee, in order to retain employment, is permanently transferred to another position, the job posting provisions of Article 15, with the exception of Article 15:02 (a) and (b), will be waived. If the transfer is to a position in a level with a higher rate of pay, the employee's wage will be determined by Article 15:04. If the transfer is to a position in a level with a lower rate of pay, the employee's wage shall be red-circled and not changed until such time as the rate for the new position reaches or exceeds the rate of the old position.

Management agrees to advise and meet with the Union, prior to any transfers taking place under this Article.

It is understood and agreed that the provisions of Article 15:06 when utilized by Management shall take precedence over the provisions of Article 7 and the provisions of Article 7 shall be waived by the Union.

15:07 Medical Transfers

At the discretion of Management, when an employee, for medical reasons, is permanently transferred to another position, the job posting provisions of Article 15 will be waived. If the transfer is to a position in a level with a higher rate of pay, the employee's

wage will be determined by Article 15:04. If the transfer is to a position in a level with a lower rate of pay, the employee's wage shall be red-circled and not changed until such time as the rate for the new position reaches or exceeds the rate of the old position.

Management agrees to advise and meet with the Union prior to any transfers taking place under this Article.

It is understood and agreed that the provisions of Article 15:07 when utilized by Management shall take precedence over the provisions of Article 7 and the provisions of Article 7 shall be waived by the Union.

ARTICLE 16 - TEMPORARY REPLACEMENT PAY

Appreciative of the need for substitution and temporary replacement of employees in an organization such as London Hydro, particularly during emergencies, the following clauses shall apply:

- 16:01** Any employee temporarily assigned to perform the duties of a classification within the bargaining unit with a higher wage rating shall be paid at next to the maximum in the applicable position level for all hours worked. If there is one (1) level difference in the two (2) positions, the substituting employee shall be paid for all hours worked at the maximum of the applicable position level.

If a vacancy exists, the provisions of Article 5:01 and Article 15:02 must be adhered to.

It is understood that a temporary assignment cannot be made for a period of more than six (6) months at any one time except in the case of Pregnancy and Parental Leaves.

Relief opportunities will only be offered to permanent employees.

16:02 An employee temporarily assigned to a position with a lower pay rating shall be paid at their regular rate.

16:03 An employee temporarily assigned to perform the duties of a Lead position (not to exceed six (6) months), shall be paid the top rate/level of the position for all hours worked.

If a vacancy exists, the provisions of Article 5:01 and Article 15:02 must be adhered to.

16:04 An employee temporarily assigned to relieve in a supervisory position removed from the Union's jurisdiction shall be paid a premium of fifteen (15%) percent above the rate of the relevant non-Lead position classification for all hours worked. The assignment shall not exceed two (2) months.

16:05 In calculating replacement pay, paid holidays and vacations shall not constitute a break in consecutive working days.

The current rate of pay shall be paid instead of replacement pay for a paid holiday not worked if the employee qualifies for payment for such holiday. If the employee is in a relief position on the day preceding and following a paid holiday, the employee will be paid at the higher rate of pay for that paid holiday.

16:06 An employee shall not assume the responsibility of a higher rated position until ordered to do so by their immediate supervisor.

ARTICLE 17 - PERFORMANCE REVIEWS AND PROGRESSIONS

17:01 Wage progressions will only be provided upon the completion of a satisfactory performance review, as determined by the employee's supervisor or designate and completed no later than twenty (20) working days prior to the employee's next anticipated progression. Wage progressions may also be withheld due to an extended leave of absence. In all cases where progression is withheld, Management shall give written notice to the employee and the Principal Steward which includes the reasons for withholding the progression. The progression status shall be reviewed within three (3) months.

17:02 When a probationary or permanent employee receives a wage progression increase, the increase will become effective on the first day of the second full pay period of the month during which they fall. The pay period will begin and end at 0000 hours

Monday.

- 17:03** In cases where the ability of a permanent employee is in question, Management shall notify the employee and the Union as early as possible. If it then becomes necessary to demote such an employee, they shall be paid at the rate applying to the lower position. When an opening occurs in the position from which the employee was demoted, the employee so demoted shall be given preference for the position, if they have demonstrated an improvement in ability.

ARTICLE 18 - EXPERIENCED HELP

- 18:01** Temporary employees performing some or all of the duties of a position classification at a job level of 11 or below shall be paid the temporary wage rate as per Article 33, and after accumulating twelve (12) months service, they shall move to the start step of the position classification, and they shall not move through progression. Such persons can only be hired on the permanent staff after the job posting provisions of this Agreement have been completed.
- 18:02** Temporary employees performing a majority of the duties of a position classification at a job level of 12 or above shall be paid 70% of the job rate.

Management may give consideration to education and/or experience internally or externally such that the successful applicant is placed above the starting rate.

Such persons can only be hired on the permanent staff after the job posting provisions of this Agreement have been completed.

ARTICLE 19 - DESIGNATED TRADES

Whenever a designated trades person is hired on a temporary basis and is deemed to be fully qualified, they shall be paid at a rate second from the top of the position classification in which they are working. Such persons can only be hired on the permanent staff after the job posting provisions of this Agreement have been completed.

ARTICLE 20 - TECHNICAL AND SKILLED TRADES POSITIONS

20:01 The terms of this Article apply to the Arborist job classification, and to positions above Level 12 (excluding Leads), as follows:

(a) Technical Positions:

- 1. GIS Technician**
- 2. CDM Sales Program Coordinator**
- 3. CDM Technical Program Coordinator**
- 4. Engineering Technician**
- 5. Engineering Technologist**
- 6. Account Services Technologist**
- 7. Protection & Control Technologist**

(b) Skilled Trades / Apprentices:

- 1. Arborist**
- 2. Auto, Truck & Coach Technician / Shift Auto Truck & Coach Technician**
- 3. Electric Cable Splicer**
- 4. Cable / URD Maintainer**
- 5. Systems Operator**
- 6. Powerline Maintainer**
- 7. Electric Meter Technician / Quality Assurance Electric Meter Technician**
- 8. Substation Maintenance Technician**

20:02 The terms and conditions for apprentices shall be as determined by the Contract of Apprenticeship under The Ontario College of Trades and Apprenticeship Act and/or the MEARIE Trades and Technical Training Program.

20:03 The job posting provisions of Article 15 shall not apply to the Skilled Trades job classifications listed in 20:01 (b).

The transfer provisions of Article 15:04 shall not apply to any of the job classifications listed in Article 20:01 (a) and (b).

20:04 The progression schedule for employees in classifications governed by this Article is as follows:

Technical Positions:

Start - 70%

Step 2 - 12 Month Rate - 75%

Step 3 - 18 Month Rate - 80%

Step 4 - 24 Month Rate - 85%

Step 5 - 30 Month Rate - 90%

Step 6 - 36 Month Rate - 95%

Top Rate - minimum 48 months - 100%

Permanent employees "transferring" into the Technical Positions listed in 20:01 (a) from another Technical Position will be entered into this progression scale based on the number of months of

service in that position and continue to traverse the progression scale based on that accumulated service time to a maximum of ninety (90%) percent. At the Corporation's discretion they may deem the employee at a higher step of progression than Step 5.

Skilled Trades / Apprentices:

Start - 70%

Step 2 - 2,000 trade hours - 75%

Step 3 - 3,000 trade hours - 80%

Step 4 - 4,000 trade hours - 85%

Step 5 - 5,000 trade hours - 90%

Step 6 - 6,000 trade hours - 93%

Step 7 - 7,000 trade hours - 95%

Top Rate - minimum 8,000 trade hours - 100%

20:05 For all classifications under this Article:

- (a) Management may give consideration to education and/or experience internally or externally such that the successful applicant is placed above the starting rate within the relevant wage scale within Article 20.
- (b) Progressions shall be contingent upon successful completion of all required education, on-the-job training and trade hours (as relevant) for the requisite level and shall occur on recommendation of the senior manager or delegate.

Performance reviews shall be completed no later than twenty (20) working days prior to the employee's next anticipated progression. It is understood that progressions will not be unreasonably withheld. In all cases where progression is withheld, Management shall give written notice to the employee and the Principal Steward which includes the reasons for withholding the progression. The progression status shall be reviewed within three (3) months.

- (c) The employee shall progress to the maximum rate for the classification once all certification requirements have been met and further upon the recommendation of the senior manager or designate.

ARTICLE 21 - JOB CLASSIFICATIONS, NEW JOBS AND CHANGES TO JOBS

21:01 For the JJCC, a quorum of four (4) people (two (2) union and two (2) management – not including the PWU staff officer) is required to hold a meeting.

If a position is re-evaluated to a lower position level, the personnel employed in that position classification shall not suffer any loss of wages. Their wage rate shall be red-circled and not changed until such time as the rate for the new position level reaches or exceeds the rate of the old position level.

The Joint Job Classification Committee will be responsible for the following:

21:02 Change to a Current Job

- (a) Where there is a change in the duties or requirements of a job, employees shall submit their intent to participate in the annual job classification process to the Union. The Union, through the JJCC Chair shall report such intent, in writing, to the members of the JJCC by January 31 of each year. The employees shall submit all supporting information regarding the reported change in duties or requirements of the job to the JJCC for review no later than May 31st. Either party can bring forth additional relevant information if deemed necessary by the JJCC.

The Joint Job Classification Committee will review the change(s), recommend revisions in the Job Description and will assess whether there is a significant change in duties or requirements of the job that would warrant a change in pay.

- (b) When the parties agree that a change in pay is deemed warranted, the effective date for any retroactive pay shall be the later of February 1 of the year prior of the submission or the date at which significant change in the duties and/or requirements occurred.

If the parties cannot come to agreement, either the Union or

Management may refer the issue to mediation/arbitration for final disposition by December 31st. The time limit for referral to arbitration may be extended by mutual agreement in writing.

- (c) Management has the responsibility to ensure that job descriptions are current and updated. All proposed changes will be brought to the JJCC for review. If the changes are implemented the parties will agree on the appropriate rate of pay.

If the parties cannot come to agreement, either the Union or Management may refer the issue to mediation/arbitration for final disposition.

21:03 New Job Classifications

Management will create a Job Description and forward it to the Union for review and comment.

The JJCC will approve the Job Description and negotiate a wage rate for the new job.

Either party may refer any disagreement regarding the new Job Description or the appropriate wage rate for the new job to mediation/arbitration for final disposition.

This does not preclude the company from posting the new position. The posting will indicate that the wage rate is under

review. Any retro-payments owed will be reimbursed to the start date that the incumbent was awarded the new position.

ARTICLE 22 - LICENCES, PROFESSIONAL FEES, SAFETY FOOTWEAR AND HAND TOOL ALLOWANCE

22:01 The Corporation shall pay two hundred and forty-five dollars (\$245.00) effective January 1, 2020 and two hundred and fifty-five dollars (\$255.00) effective January 1, 2022 per year to permanent employees in classifications designated by Management to purchase approved safety footwear. Employees designated as Lead Power Line Maintainer, Power Line Maintainer, Lead Arborist and Arborist will receive two hundred and sixty-five dollars (\$265.00) effective January 1, 2020 per year and two hundred and seventy-five (\$275.00) effective January 1, 2022 per year to purchase approved safety footwear.

The Corporation shall pay an additional \$150.00 on an as needed basis to permanent employees in classifications designated by Management (with input from the JHSC) for the purchase of a second pair of approved safety footwear. Personnel in these designated classifications shall ensure that they procure and use two pairs in accordance with Management's policy.

Personnel in both of these designated classifications shall wear approved safety footwear during working hours as a condition of

employment. Probationary and permanent employees in the designated classifications as of January 1 each year shall receive this payment. New probationary employees hired after January 1 shall receive this payment upon hire. Current employees moving from a job classification that did not require safety footwear to one that does shall receive this payment upon transfer.

22:02 To those permanent employees in classifications designated by the Corporation to supply their own hand tools as a condition of employment for the adequate performance of their position:

The Corporation shall pay an allowance of \$150.00 effective January 1, 2020, \$180.00 effective January 1 2022. \$500.00 effective January 1, 2020, \$510.00 of effective January 1, 2022 to the Automotive Truck & Coach Technician, Shift Automotive Truck & Coach Technician and to Lead Automotive Truck & Coach Technician) Permanent employees in the designated classifications as of January 1 each year shall receive this payment.

Upon hire, the Corporation shall supply an initial allotment of twice the annual allowance noted above for the relevant job classifications (for new hires on or after January 1, 2020).

22:03

- (a) The Corporation shall pay the full cost of the renewal of Auto, Truck & Coach Technician/ Shift Auto Truck & Coach Technician licence fees, membership fee for Technicians/Technologists to maintain OACETT membership, and any fees related to a trade certification recognized by the Apprenticeship Act of Ontario or any annual membership for Professional or Trade Certification under the Apprenticeship Act of Ontario so long as such membership is required as a condition of employment by the Corporation.**

- (b) For all job classifications where a medical test is required to renew a driver's licence listed as a job classification requirement, Management will pay the cost of the medical examination (to a maximum of \$120.00) and the fees of any written or drive test (to a maximum of \$125.00). It is the employee's responsibility to bear the cost to renew the licence once these pre-requisites have been met. In addition, the Corporation will provide test time during normal working hours and a suitable vehicle for the test.**

ARTICLE 23 - SICK AND ACCIDENT PLAN

23:01 The Sick and Accident Plan is in place for employees as insurance against loss of income that bona fide illness or injury can create, and in the case of disability to provide income protection during the sixteen (16) week elimination period for Long Term Disability benefits.

These provisions are not an automatic right of an employee and the administration of this plan and all decisions regarding its application resides solely with the Corporation.

(a) **Sickness and non-occupational accident benefits shall be paid**

1. to permanent employees, as defined in Article 5:03; and
2. to probationary employees, as defined in Article 5:02, after completing three (3) months continuous service.

Any probationary period may be extended by the amount of sick time benefit paid under this Article.

No benefits under this Article shall be payable if the employee is 65 years of age or older or disabled as a result of sickness or accident for which the employee is entitled to receive benefits under the Workplace Safety and Insurance Board.

23:02

- (a) To qualify for sick and non-occupational accident benefits, eligible employees shall give a reason for their absence that is satisfactory to the Corporation.
- (b) Employees shall call their immediate supervisor on a daily basis, unless arranged otherwise with the supervisor. If it is physically impossible for the employee to give notification within the prescribed time, they shall make such notification as soon as possible.

23:03

- (a) For all absences under this Article an "Absentee Slip" shall be completed by the employee.
- (b) All doctor's certificates shall be signed by a physician legally licensed to practice medicine, personally attending the employee for whom the certificate is submitted. All doctor's certificates shall be obtained during the time of the absence and while the employee is experiencing the symptoms that warrant the absence. When the Corporation requires an employee to produce a doctor's certificate in order to gain access to sickness and non-occupational benefits, the Corporation will reimburse the employee's doctor's fee associated with obtaining such a certificate (to a maximum of \$20.00 for a note) or Sick Benefits

Claim Form (to a maximum of \$50.00) upon presentation of the associated bill or receipt.

- (c) For periods of absence of five (5) working days or less, the employee shall provide a doctor's certificate upon return to work if requested to do so by their immediate supervisor during their absence.**
- (d) For periods of absence of more than five (5) working days**
 - 1. The employee shall provide a completed Sick Benefits Claim Form within the first ten (10) working days of absence, and subsequently as the Corporation may require.**
 - 2. Upon the request of the Corporation, the employee shall obtain a doctor's certificate upon returning to work confirming the employee's fitness to return to work and to their duties. It is the responsibility of the employee to respond to this request in a timely manner.**
- (e) The Corporation reserves the right to validate the employee's claim for sick and non-occupational accident benefits by way of a third-party administrator. Employees are required to cooperate with the Corporation and the third-party administrator as a condition of receiving benefits under this Article.**
- (f) A meeting of the Return to Work Committee shall be convened**

prior to the cessation of advances or any recovery of overpayment from an employee. The Return to Work Committee may support an employee in respect of any appeal process with the third-party administrator.

- (g) If the Corporation determines that an employee does not qualify for sick and non-occupational accident benefits, any advance of benefits received shall be considered an overpayment and shall be recovered in accordance with the terms of Article 32, Item 9.

23:04 Disability

Eligible employees shall receive benefits under this Article for a period of not more than sixteen (16) weeks / (six hundred and forty (640) hours) or until the employee reaches their 65th birthday, whichever occurs first, at full regular pay for any one disability.

If after the termination of any disability under this Article, such employee again becomes disabled due to the same or related causes, such later disability shall be treated as a continuation of the previous disability, unless such employee has completely recovered from the previous disability and was continuously and actively at work on a full time basis for at least twenty (20) consecutive working days after termination of the previous disability.

Employees are expected to participate in gradual, modified or alternate work if it is available and approved by the employee's physician.

Employees receiving benefits under this Article for a period greater than four hundred (400) hours shall submit a long-term disability (LTD) application. The Corporation will reimburse the employee's doctor's fee associated with obtaining a medical certificate for the LTD application (to a maximum of \$50.00) upon presentation of the associated bill or receipt.

23:05 When an employee has had four (4) incidents of sick leave in a calendar year, payment for subsequent incidents of sick leave for the balance of the year shall commence on the second consecutive working day of such leave. An incident is defined as any period of absence greater than four (4) hours.

23:06 If the Union or the Corporation has concerns with respect to the application of this Article, a meeting of the Return to Work Committee meeting will be requested.

23:07 Pregnancy and Parental Leave

- (a) Pregnancy and Parental leave shall be granted in accordance with the current Employment Standards Act.
- (b) The employee's seniority and vacation credits shall continue to

accumulate. The Corporation shall continue medical plan coverage as per Article 24:01. The employee shall notify the employer, in writing, that they do not wish to continue contributions to O.M.E.R.S.

- (c) During the leave of absence the employee shall be eligible for posted positions and shall not be eligible for Sick and Accident Plan, and Workplace Safety and Insurance Board benefits.
- (d) **Pregnancy Leave Top-Up – During the Pregnancy Leave provided by the Employment Standards Act, permanent employees shall be entitled to a top up over and above the amount provided by Employment Insurance Maternity Benefits to bring their pay to 100% of their normal basic earnings for the first six (6) weeks and 80% of their normal basic earnings for the remaining ten (10) weeks.**
- (e) **Parental Leave Top Up - During Parental Leave provided by the Employment Standards Act, permanent employees shall be entitled to a top up over and above the amount provided by Employment Insurance Parental Benefits to bring their pay to 100% of their normal basic earnings during the first two (2) weeks in which the employee is in receipt of Employment Insurance benefits. The top up will be calculated on the basis that the employee selected the Standard Employment Insurance parental leave benefits irrespective of which election is made by the employee (Standard or Extended).**

23:08 Medical Time

Permanent employees shall be allowed time off not to exceed twelve (12) hours per year for medical or dental appointments. This time may be taken at a minimum of one (1) hour increments. Time off shall be arranged with the immediate supervisor concerned prior to the appointment. Employees shall endeavor to arrange these appointments in the first or last hour(s) of the shift.

Notwithstanding the foregoing paragraph, an employee may be granted leave of absence without pay providing suitable arrangements can be made with their immediate supervisor.

23:09 Family Responsibility Leave

When in the Corporation's judgment the circumstances warrant such action a leave of absence with pay will be granted to a maximum of one (1) day in a calendar year, inclusive of entitlement under the Employment Standards Act. The paid Family Responsibility day counts against this entitlement and the family responsibility leave entitlement under the Employment Standards Act. The employee remains eligible for any additional unpaid family responsibility leave that may be available under the Employment Standards Act.

This leave is based upon reasons of Family responsibility, as described in the current Employment Standards Act for Family

Responsibility Leave. A leave required for personal illness or injury of the kind that would be covered by Article 23:01 of the Collective Agreement or a leave for bereavement that would be covered by Article 28 of the Collective Agreement will not qualify for Family Responsibility Leave payment. When possible, the employee shall endeavor to return to work upon making adequate alternate arrangements for outside help.

ARTICLE 24 - MEDICAL PLANS

24:01 For permanent employees the Corporation shall pay 100% of the cost of premiums for:

- Ontario Health Premium;
- Group 1982 medical benefits as described in Green Shield Canada's "Outline of Benefits," or equivalent or better benefits by an alternative provider;
- Semi-private hospital care or equivalent;
- Extended Health Care Plan or equivalent;
- Out of Province Coverage or equivalent;
- Integrated Drug Plan or equivalent;
- Biological drugs capped at \$100,000/year;
- Dispensing fee capped at \$7.00;
- Dental Plan with current O.D.A. rates;
- Rider to include caps and crowns with an annual maximum of \$1,700.00 with 50/50 co-payment effective January 1, 2020;

- Rider to include orthodontic services with a lifetime maximum of \$2,500.00 with 50/50 co-payment;
- Vision Care Plan providing for \$450.00 effective January 1, 2018, \$500.00 effective January 1, 2022, each two (2) year period;
- Eye exam, including retinal eye imaging for \$100.00, each two (2) year period;
- Long Term Disability Plan, two (2) year own occupation (up to the age of 65 in accordance with the regulations for the plan);
- Smoking Cessation with a lifetime maximum of \$150.00;
- Hearing Care Plan with a maximum of \$750.00 each three (3) year period including batteries;
- Physiotherapist Services \$750.00 effective January 1, 2020 per calendar year;
- Chiropractic Services \$450.00, effective January 1, 2020 per calendar year and \$500.00 effective January 1, 2022 per calendar year;
- Paramedical Services \$650.00 effective January 1, 2018 combined per calendar year; and
- Psychologist, Master of Social Worker, and Psychotherapist, Counsellor of Social Work \$650.00 per calendar year effective January 1, 2020.

24:02 The Corporation shall pay 100% of the cost of premiums for retiree benefits for the time periods outlined below:

- (a) For permanent employees hired before January 1, 2020

retiring between the age of fifty-five (55) years and age sixty-five (65) years, the Corporation shall pay for retiree benefits until the retired employee reaches age sixty-five (65).

- (b) For permanent employees hired on or after January 1, 2020 retiring between the age of fifty five (55) years and age sixty-five (65) years with more than ten (10) years of service at the time of retirement, the Corporation shall pay for retiree benefits until the retired employee reaches age sixty-five (65).
- (c) For permanent employees hired on or after January 1, 2020 retiring between the age of fifty five (55) years and age sixty-five (65) years with less than ten (10) years of service, the Corporation shall pay for retiree benefits for the number of whole years of service accumulated by the employee at the time of retirement, or until the retired employee reaches age sixty-five (65), whichever occurs first.
- Group 7999 medical benefits as described in Green Shield Canada's "Outline of Benefits," or equivalent or better benefits by an alternative provider;
 - Semi-private hospital care or equivalent;
 - Extended Health Care Plan or equivalent;
 - Out of Province Coverage or equivalent;
 - Integrated Drug Plan or equivalent;
 - Biological drugs capped at \$100,000/year;

- Dispensing fee capped at \$7.00;
- Dental Plan with current O.D.A. rates;
- Rider to include caps and crowns with an annual maximum of \$1500.00 with 50/50 co-payment.
- Rider to include orthodontic services with a lifetime maximum of \$2000.00 with 50/50 co-payment;
- Vision Care Plan providing for \$325.00, \$400.00 effective January 1, 2014, each two (2) year period; and
- Hearing Care Plan with a maximum of \$750.00 each three (3) year period.

24:03 The following shall apply only when the employee is in receipt of L.T.D.I. benefits or Workplace Safety and Insurance benefits.

- (a) Management shall apply for a disability waiver of premium for Life Insurance and O.M.E.R.S. pension in Article 26.
- (b) The Corporation shall continue the payment of medical premiums in Article 24:01 for twelve (12) months after expiration of the Corporation sick leave plan.

After twelve (12) months, further payments shall be prorated according to length of service as determined by the posted seniority list as follows:

Less than five (5) years' service - no further payment
 For each year of service over five (5) - six (6) months

payment

In no case shall payment be continued past age sixty-five (65).

- (c) When the employee is no longer eligible for Corporation payment of premiums, they may remain in the Corporation group and make across-the-counter payments to continue these benefits.
- (d) If payment of medical premiums can be secured from other sources, such as spouse's employment or premium assistance, the Corporation is not obligated for these payments.

24:04

- (a) All of the insurance mentioned in this Article and in Article 26 shall be more particularly described in the respective policy or policies of insurance. Any dispute over payment of benefits under any such policy or policies shall be adjusted between the insured or the beneficiary under such policy and the insurer concerned, but the Management shall use its best efforts to adjust and settle any such dispute.
- (b) Every employee shall be fully responsible for keeping the Human Resources Department informed of changes in

marital status or number of dependents. An employee who is entitled to a reduced hospitalization or medical benefit premium due to a change in dependency status, and who fails to notify the Human Resources Department of such change, shall be responsible for the extra premium expense paid by the Corporation on their behalf.

ARTICLE 25 - WORKPLACE SAFETY AND INSURANCE

Permanent employees off because of accidents occurring during working hours shall receive 90% of their regular pay from the Corporation from the first day off, provided that the employee shall receive initial treatment from the Corporation's doctor. Any Workplace Safety and Insurance Board payments received for this period shall be paid over to the Corporation by the employee.

At the end of ninety (90) days, the employee shall be paid by the Workplace Safety and Insurance Board and Corporation payment shall cease.

ARTICLE 26 - PENSION AND INSURANCE PLANS

- 26:01** An employee electing to retire shall retire on the last day of the month in which they elect to retire.
- 26:02** The Corporation and the employees shall participate in the Ontario Municipal Employees Retirement System and Canada Pension Plan as established.
- 26:03** An employee wishing to retire under the provisions of an O.M.E.R.S. Retirement Plan shall endeavour to give the immediate supervisor six (6) months' notice for orderly planning to take place.
- 26:04** The Corporation and permanent employees shall participate in the Municipal Hydro Group Life Insurance Plan or equivalent, in accordance with the regulations for the plan.
- 26:05** Irrespective of the post retirement provisions described in the Municipal Hydro Group Life Insurance plan or equivalent, retiring permanent employees will receive a \$10,000 paid up life insurance policy. In the alternative, retiring permanent employees may elect to receive a five thousand dollar (\$5000.00) taxable retiring allowance instead of the paid-up life insurance.
- 26:06** Permanent employees may participate in a spousal group life insurance plan as provided by our carrier for group life insurance.

Employees shall pay the premiums for this benefit.

ARTICLE 27 - EMPLOYMENT INSURANCE PREMIUM

- 27:01** Effective January 1, 2014, the Corporation shall pay the employee's share as well as the employer's share of the cost of Employment Insurance Premiums for permanent employees having completed six (6) months continuous service.
- 27:02** It is agreed that the terms of this Agreement satisfy all legislative requirements related to the Employment Insurance Premium Reduction.

ARTICLE 28 - BEREAVEMENT LEAVE

The following Bereavement Leave benefits are available for Probationary and Permanent employees:

- 28:01** Employees will be entitled to five (5) days bereavement leave at the standard rate of pay to attend the funeral of or grieve the loss of a mother, father, partner, child or step-child.

Employees will be entitled to four (4) days bereavement leave at the standard rate of pay to attend the funeral of or grieve the loss of a mother-in-law or father-in-law.

Employees will be entitled to three (3) days bereavement leave at the standard rate of pay to attend the funeral of or grieve the loss of sister, brother, brother-in-law, sister-in-law, grandchildren, grandparents, step-mother, step-father, step-brother, step-sister, and spouse's grandparents. One (1) additional day shall be granted to attend a funeral out-of-province as described above, and two (2) additional days shall be granted to attend a funeral in another continent as described above.

28:02 Management shall grant a maximum of one (1) day for combined bereavement / travel leave at the standard rate of pay to employees attending the funeral of aunt, uncle, niece or nephew and spouse's aunt, uncle, niece or nephew.

28:03 Bereavement leave during an employee's scheduled vacation will credit the employee's vacation by the number of qualified days. Credited vacation will be taken at a time mutually agreeable.

ARTICLE 29 - JURY AND WITNESS DUTY

A Permanent or Probationary employee who is summoned to serve as juror or is required by writ or subpoena to appear in court as a witness during the employee's scheduled working hours shall be paid their regular pay for the time they are required to be in court, provided the employee presents to the immediate supervisor the process which required their presence in court and

transfers over to the Human Resources Department any amount received by them as such juror or witness.

ARTICLE 30 - EMPLOYMENT OF RELATIVES

The Management shall not hire persons on the permanent staff who are the spouse, same-sex partner, child or parent of an employee. This policy will not affect any employees who may become married after they have been employed in a permanent position except that the Management may exercise its right to transfer such employees to other departments. This clause is subject to any new or amended legislation.

ARTICLE 31 - CONTRACTING OUT

The Corporation agrees it shall not put out for tender or contract any position now filled by a member of PWU, C.U.P.E. Local 1000, so as to have the effect of causing any permanent employee in the bargaining unit to be laid off or reduce their present rate of remuneration.

Consideration will be given to using in-house resources prior to considering the renewal of existing contract(s) or initiating new contract(s).

The Corporation shall provide a summary of contracted work that pertains to permanent positions in the bargaining unit during regularly-scheduled Joint Relations Committee meetings.

ARTICLE 32 - GENERAL NOTES

1. When an employee becomes eligible for an increase in pay, the Human Resources Department shall notify the senior manager or designate, the Principal Steward and the Treasurer of the Union of the action taken.
2. Management shall endeavour to provide facilities for the convenience of employees on outside work.
3. Every employee should be familiar with the job evaluation as it applies to their own and related positions. This information is available at all times by contacting the Human Resources Department or the Union representatives.
4. In the event of the decease of an employee or their leaving the employment of London Hydro, their credits shall be paid via direct deposit.
5. Any notification for any reason to any employee who has left the employ of London Hydro shall be sent to their last known address on file with the Human Resources Department.

6. Employees shall notify their immediate supervisor and the Union within three (3) working days of any change of address.
7. Communications addressed to the Management shall be addressed to the senior manager or designate concerned.
8. It is agreed and understood that the Settlement to Grievances UTLO-40, 41, and 60 dated February 23, 2005 and the Settlement to Grievances UTLO-163 and 164 dated November 30, 2018 relating to Article 1, Recognition form part of the collective agreement between the parties.
9. The employer is authorized to recover from wages, via source deduction, any previous payroll errors (overpayments or incorrect deductions). The employer is further authorized to recover from wages, via source deduction on a final paycheque, any advanced (unearned) vacation pay as reported on weekly pay stubs and any employee debts for which there is a related repayment contract. The employer is to provide a statement to the employee and Principal Steward prior to deducting funds from wages. Payment plans for employee debts of larger sums shall be mutually agreed upon between Union and Management.

ARTICLE 33 - TEMPORARY LABOUR - WAGE SCHEDULE

Temporary employees performing some or all of the duties of a position classification at a job level of 11 or below shall be paid \$20.61 (\$21.04 in 2021, \$21.57 in 2022 and \$22.11 in 2023).

ARTICLE 34 - UNION WAGE SCALE

			Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
Level 1	12 Mos	100%	23.89	24.39	25.00	25.63
	6 Mos	90%	21.50	21.95	22.50	23.07
	Start	80%	19.11	19.51	20.00	20.50
Level 2	12 Mos	100%	25.19	25.72	26.36	27.02
	6 Mos	90%	22.67	23.15	23.72	24.32
	Start	80%	20.15	20.58	21.09	21.62
Electric Maintenance Helper						
Level 3	12 Mos	100%	26.51	27.07	27.75	28.44
	6 Mos	90%	23.86	24.36	24.98	25.60
	Start	80%	21.21	21.66	22.20	22.75
Payment Processing Clerk						
Level 4	12 Mos	100%	27.77	28.35	29.06	29.79
	6 Mos	90%	24.99	25.52	26.15	26.81
	Start	80%	22.22	22.68	23.25	23.83

			Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
Level 5	12 Mos	100%	29.08	29.69	30.43	31.19
	6 Mos	90%	26.17	26.72	27.39	28.07
	Start	80%	23.26	23.75	24.34	24.95
Electric Utility Worker						
Level 6	18 Mos	100%	30.36	31.00	31.78	32.57
	12 Mos	93.5%	28.39	28.99	29.71	30.45
	6 Mos	86.5%	26.26	26.82	27.49	28.17
	Start	80%	24.29	24.80	25.42	26.06
CDM Administrative Support E&O Administrative Assistant Meter Reader II Substation Technician Helper						
Level 7	18 Mos	100%	31.59	32.25	33.06	33.89
	12 Mos	93.5%	29.54	30.15	30.91	31.69
	6 Mos	86.5%	27.33	27.90	28.60	29.31
	Start	80%	25.27	25.80	26.45	27.11

			Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
Level 8	30 Mos	100%	32.92	33.61	34.45	35.31
	18 Mos	95%	31.27	31.93	32.73	33.54
	12 Mos	90%	29.63	30.25	31.01	31.78
	6 Mos	85%	27.98	28.57	29.28	30.01
	Start	80%	26.34	26.89	27.56	28.25
Accounting Clerk						
Construction Worker						
Meter Data Management Representative						
Operations Service Representative						
Stockkeeper						
Level 9A	30 Mos	100%	34.21	34.93	35.80	36.70
	18 Mos	95%	32.50	33.18	34.01	34.87
	12 Mos	90%	30.79	31.44	32.22	33.03
	6 Mos	85%	29.08	29.69	30.43	31.20
	Start	80%	27.37	27.94	28.64	29.36
Customer Service Representative						
Purchasing Assistant						
Quality Systems Representative						
Radial Boom Operator/Ground Helper						
Drafter-Junior Surveyor						
VEE (Interval) Representative						

			Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
Level 9B	30 Mos	100%	34.54	35.27	36.15	37.05
	18 Mos	95%	32.81	33.51	34.34	35.20
	12 Mos	90%	31.09	31.74	32.54	33.35
	6 Mos	85%	29.36	29.98	30.73	31.49
	Start	80%	27.63	28.22	28.92	29.64
Level 10A	30 Mos	100%	35.49	36.24	37.15	38.08
	18 Mos	95%	33.72	34.43	35.29	36.18
	12 Mos	90%	31.94	32.62	33.44	34.27
	6 Mos	85%	30.17	30.80	31.58	32.37
	Start	80%	28.39	28.99	29.72	30.46
Lead Payment Processor						
Lead Stockkeeper						
Underground Plant Locator						
Level 10B	30 Mos	100%	35.84	36.59	37.50	38.44
	18 Mos	95%	34.05	34.76	35.63	36.52
	12 Mos	90%	32.26	32.93	33.75	34.60
	6 Mos	85%	30.46	31.10	31.88	32.67
	Start	80%	28.67	29.27	30.00	30.75
Equipment Operator						

			Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
Level 11A	42 Mos	100%	36.82	37.59	38.53	39.49
	30 Mos	96%	35.35	36.09	36.99	37.91
	18 Mos	92%	33.87	34.58	35.45	36.33
	6 Mos	88%	32.40	33.08	33.91	34.75
	Start	84%	30.93	31.58	32.37	33.17
Collection Representative						
Lead Customer Services Representative						
Secondary Cable Servicer						
Senior Accounting Clerk						
Level 11B	42 Mos	100%	37.16	37.94	38.89	39.86
	30 Mos	96%	35.67	36.42	37.33	38.27
	18 Mos	92%	34.19	34.90	35.78	36.67
	6 Mos	88%	32.70	33.39	34.22	35.08
	Start	84%	31.21	31.87	32.67	33.48
Engineering Technical Assistant						

			Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
Level 12A	42 Mos	100%	38.09	38.89	39.86	40.86
	30 Mos	96%	36.57	37.33	38.27	39.23
	18 Mos	92%	35.04	35.78	36.67	37.59
	6 Mos	88%	33.52	34.22	35.08	35.96
	Start	84%	32.00	32.67	33.48	34.32
Back Office Support Representative						
Customer and Community Service Liaison						
Customer Service Account Representative						
Customer Support Trainer						
Retailer Relationship Representative						
Lead Meter Data Management Representative						
Level 12A - Skilled Trades / 20:01b Positions						
	Top Rate	100%	38.09	38.89	39.86	40.86
	Step 7	95%	36.19	36.95	37.87	38.82
	Step 6	93%	35.42	36.17	37.07	38.00
	Step 5	90%	34.28	35.00	35.87	36.77
	Step 4	85%	32.38	33.06	33.88	34.73
	Step 3	80%	30.47	31.11	31.89	32.69
	Step 2	75%	28.57	29.17	29.90	30.65
	Start	70%	26.66	27.22	27.90	28.60
Arborist						

			Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
Level 12B - Lead / Non Skilled Trades Positions						
	42 Mos	100%	38.42	39.23	40.21	41.22
	30 Mos	96%	36.88	37.66	38.60	39.57
	18 Mos	92%	35.35	36.09	36.99	37.92
	6 Mos	88%	33.81	34.52	35.38	36.27
	Start	84%	32.27	32.95	33.78	34.62
Electric Inspector						
Lead Construction Worker						
Level 13	42 Mos	100%	39.35	40.18	41.18	42.21
	30 Mos	96%	37.78	38.57	39.53	40.52
	18 Mos	92%	36.20	36.97	37.89	38.83
	6 Mos	88%	34.63	35.36	36.24	37.14
	Start	84%	33.05	33.75	34.59	35.46

		Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
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Level 14A - Skilled Trades / 20:01b Positions

Top Rate	100%	40.62	41.47	42.51	43.57
Step 7	95%	38.59	39.40	40.38	41.39
Step 6	93%	37.78	38.57	39.53	40.52
Step 5	90%	36.56	37.32	38.26	39.21
Step 4	85%	34.53	35.25	36.13	37.03
Step 3	80%	32.50	33.18	34.01	34.86
Step 2	75%	30.47	31.10	31.88	32.68
Start	70%	28.43	29.03	29.76	30.50

Auto, Truck and Coach Technician
Shift Auto, Truck and Coach Technician

Level 14A - Technical / 20:01a Positions

Top Rate-48 Mos	100%	40.62	41.47	42.51	43.57
Step 6 - 36 Mos	95%	38.59	39.40	40.38	41.39
Step 5 - 30 Mos	90%	36.56	37.32	38.26	39.21
Step 4 - 24 Mos	85%	34.53	35.25	36.13	37.03
Step 3 - 18 Mos	80%	32.50	33.18	34.01	34.86
Step 2 - 12 Mos	75%	30.47	31.10	31.88	32.68
Start	70%	28.43	29.03	29.76	30.50

Protection & Control Technician

		Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
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Level 14B - Skilled Trades / 20:01b Positions

Top Rate	100%	40.97	41.83	42.88	43.95
Step 7	95%	38.92	39.74	40.74	41.75
Step 6	93%	38.10	38.90	39.88	40.87
Step 5	90%	36.87	37.65	38.59	39.56
Step 4	85%	34.82	35.56	36.45	37.36
Step 3	80%	32.78	33.46	34.30	35.16
Step 2	75%	30.73	31.37	32.16	32.96
Start	70%	28.68	29.28	30.02	30.77

Electric Cable Splicer
Electrician

Level 15A - Technical / 20:01 a Positions

Top Rate-48					
Mos	100%	41.95	42.83	43.90	45.00
Step 6 - 36 Mos	95%	39.85	40.69	41.71	42.75
Step 5 - 30 Mos	90%	37.76	38.55	39.51	40.50
Step 4 - 24 Mos	85%	35.66	36.41	37.32	38.25
Step 3 - 18 Mos	80%	33.56	34.26	35.12	36.00
Step 2 - 12 Mos	75%	31.46	32.12	32.93	33.75
Start	70%	29.37	29.98	30.73	31.50

CDM Sales Program Coordinator
CDM Technical Program Coordinator
GIS Technician

		Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
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Level 15A - Lead Positions

42 Mos	100%	41.95	42.83	43.90	45.00
30 Mos	96%	40.27	41.12	42.14	43.20
18 Mos	92%	38.59	39.40	40.39	41.40
6 Mos	88%	36.92	37.69	38.63	39.60
Start	84%	35.24	35.98	36.88	37.80

Lead Arborist

Level 15B - Skilled Trades / 20:01 b Positions

Top Rate	100%	42.48	43.37	44.45	45.56
Step 7	95%	40.36	41.20	42.23	43.28
Step 6	93%	39.51	40.33	41.34	42.37
Step 5	90%	38.23	39.03	40.01	41.00
Step 4	85%	36.11	36.86	37.78	38.73
Step 3	80%	33.98	34.70	35.56	36.45
Step 2	75%	31.86	32.53	33.34	34.17
Start	70%	29.74	30.36	31.12	31.89

Cable/URD Maintainer

		Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
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Level 16A - Lead Positions

42 Mos	100%	43.20	44.11	45.21	46.34
30 Mos	96%	41.47	42.35	43.40	44.49
18 Mos	92%	39.74	40.58	41.59	42.63
6 Mos	88%	38.02	38.82	39.78	40.78
Start	84%	36.29	37.05	37.98	38.93

Lead Auto. Truck and Coach Technician

Level 16B - Skilled Trades / 20:01 b Positions

Top Rate	100%	43.52	44.43	45.54	46.68
Step 7	95%	41.34	42.21	43.26	44.35
Step 6	93%	40.47	41.32	42.35	43.41
Step 5	90%	39.17	39.99	40.99	42.01
Step 4	85%	36.99	37.77	38.71	39.68
Step 3	80%	34.82	35.54	36.43	37.34
Step 2	75%	32.64	33.32	34.16	35.01
Start	70%	30.46	31.10	31.88	32.68

Powerline Maintainer

Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
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Level 16B - Technical 20:01 a Positions

Top Rate-48 Mos	100%	43.52	44.43	45.54	46.68
Step 6 - 36 Mos	95%	41.34	42.21	43.26	44.35
Step 5 - 30 Mos	90%	39.17	39.99	40.99	42.01
Step 4 - 24 Mos	85%	36.99	37.77	38.71	39.68
Step 3 - 18 Mos	80%	34.82	35.54	36.43	37.34
Step 2 - 12 Mos	75%	32.64	33.32	34.16	35.01
Start	70%	30.46	31.10	31.88	32.68

Electric Engineering Technician

Level 17A - Lead Positions

42 Mos	100%	44.48	45.41	46.55	47.71
30 Mos	96%	42.70	43.59	44.69	45.80
18 Mos	92%	40.92	41.78	42.83	43.89
6 Mos	88%	39.14	39.96	40.96	41.98
Start	84%	37.36	38.14	39.10	40.08

Lead GIS Technician

		Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
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Level 17B - Skilled Trades / 20:01 b Positions

Top Rate	100%	44.83	45.77	46.91	48.08
Step 7	95%	42.59	43.48	44.56	45.68
Step 6	93%	41.69	42.57	43.63	44.71
Step 5	90%	40.35	41.19	42.22	43.27
Step 4	85%	38.11	38.90	39.87	40.87
Step 3	80%	35.86	36.62	37.53	38.46
Step 2	75%	33.62	34.33	35.18	36.06
Start	70%	31.38	32.04	32.84	33.66

Substation Maintenance Technician
Electric Meter Technician

Level 17B - Technical 20:01 a Positions

Top Rate-48 Mos	100%	44.83	45.77	46.91	48.08
Step 6 - 36 Mos	95%	42.59	43.48	44.56	45.68
Step 5 - 30 Mos	90%	40.35	41.19	42.22	43.27
Step 4 - 24 Mos	85%	38.11	38.90	39.87	40.87
Step 3 - 18 Mos	80%	35.86	36.62	37.53	38.46
Step 2 - 12 Mos	75%	33.62	34.33	35.18	36.06
Start	70%	31.38	32.04	32.84	33.66

Account Services Technologist

		Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
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Level 17B - Lead Positions

42 Mos	100%	44.83	45.77	46.91	48.08
30 Mos	96%	43.04	43.94	45.03	46.16
18 Mos	92%	41.24	42.11	43.16	44.23
6 Mos	88%	39.45	40.28	41.28	42.31
Start	84%	37.66	38.45	39.40	40.39

Lead Underground Cable Maintainer/Splicer

**Level 18A - Skilled Trades / 20:01 b
Positions**

Top Rate	100%	45.82	46.78	47.95	49.15
Step 7	95%	43.53	44.44	45.55	46.69
Step 6	93%	42.61	43.51	44.59	45.71
Step 5	90%	41.24	42.10	43.16	44.24
Step 4	85%	38.95	39.76	40.76	41.78
Step 3	80%	36.66	37.42	38.36	39.32
Step 2	75%	34.37	35.09	35.96	36.86
Start	70%	32.07	32.75	33.57	34.41

Systems Operator

		Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
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Level 18B - Skilled Trades / 20:01 b Positions

Top Rate	100%	46.16	47.13	48.31	49.52
Step 7	95%	43.85	44.77	45.89	47.04
Step 6	93%	42.93	43.83	44.93	46.05
Step 5	90%	41.54	42.42	43.48	44.57
Step 4	85%	39.24	40.06	41.06	42.09
Step 3	80%	36.93	37.70	38.65	39.62
Step 2	75%	34.62	35.35	36.23	37.14
Start	70%	32.31	32.99	33.82	34.66

Quality Assurance Electric Meter Technician

Level 18B - Technical 20:01 a Positions

Top Rate-48 Mos	100%	46.16	47.13	48.31	49.52
Step 6 - 36 Mos	95%	43.85	44.77	45.89	47.04
Step 5 - 30 Mos	90%	41.54	42.42	43.48	44.57
Step 4 - 24 Mos	85%	39.24	40.06	41.06	42.09
Step 3 - 18 Mos	80%	36.93	37.70	38.65	39.62
Step 2 - 12 Mos	75%	34.62	35.35	36.23	37.14
Start	70%	32.31	32.99	33.82	34.66

Electric Engineering Technologist

		Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
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Level 19A

42 Mos	100%	47.24	48.23	49.44	50.68
30 Mos	96%	45.35	46.30	47.46	48.65
18 Mos	92%	43.46	44.37	45.48	46.63
6 Mos	88%	41.57	42.44	43.51	44.60
Start	84%	39.68	40.51	41.53	42.57

Level 19B - Technical / 20:01 a Positions

Top Rate-48 Mos	100%	47.56	48.56	49.77	51.01
Step 6 - 36 Mos	95%	45.18	46.13	47.28	48.46
Step 5 - 30 Mos	90%	42.80	43.70	44.79	45.91
Step 4 - 24 Mos	85%	40.43	41.28	42.30	43.36
Step 3 - 18 Mos	80%	38.05	38.85	39.82	40.81
Step 2 - 12 Mos	75%	35.67	36.42	37.33	38.26
Start	70%	33.29	33.99	34.84	35.71

Protection & Control Technologist

		Jan. 1 - Dec 31 2020	Jan. 1 - Dec 31 2021	Jan. 1 - Dec 31 2022	Jan. 1 - Dec 31 2023
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Level 19B - Lead Positions

42 Mos	100%	47.56	48.56	49.77	51.01
30 Mos	96%	45.66	46.62	47.78	48.97
18 Mos	92%	43.76	44.68	45.79	46.93
6 Mos	88%	41.85	42.73	43.80	44.89
Start	84%	39.95	40.79	41.81	42.85

Lead Electric Meter Technician

Lead Powerline Maintainer

Level 20B - Lead Positions

42 Mos	100%	49.00	50.03	51.28	52.56
30 Mos	96%	47.04	48.03	49.23	50.46
18 Mos	92%	45.08	46.03	47.18	48.36
6 Mos	88%	43.12	44.03	45.13	46.25
Start	84%	41.16	42.03	43.08	44.15

Lead Electric Engineering Technologist

The B notation in the Union Wage Scale represents the job classifications identified as qualified and competent persons in accordance with the Construction Verification Program (CVP) and in support of ensuring compliance with Ontario Regulation 22/04 - Electrical Distribution Safety.

LETTER OF UNDERSTANDING #1

BETWEEN

**POWER WORKERS' UNION
(the "Union")**

-and-

**LONDON HYDRO INC.
(the "Corporation")**

Made this 7th day of March, 2020

HOURS OF WORK LIMITS

This Agreement is made on a without precedent or prejudice basis with respect to any other matter that may arise between the parties.

This Agreement shall serve as written agreement between the parties for the purposes of recognizing the parties' mutual focus on employee safety, complying with the excess hours provisions of the Employment Standards Act, and with the Highway Traffic Act regulations.

The parties hereby agree that the following occupational groups may work in excess of forty-eight (48) hours per week and up to sixty-five (65) hours per week, and in any rolling seven (7) day cycle.

Arborist	Lead Arborist
Auto Truck & Coach Technician	
Lead Auto Truck & Coach Technician	
Shift Auto Truck & Coach Technician	
Cable/URD Maintainer	
Construction Worker	Lead Construction Worker
Electric Inspector	
Electric Meter Technician	Lead Electric Meter Technician
Electric Engineering Technician	
Electric Engineering Technologist	Lead Electric Engineering Technologist
Electric Utility Worker	
Equipment Operator	
GIS Technician	Lead GIS Technician
Protection & Controls Technologist	
Powerline Maintainer	Lead Powerline Maintainer
Quality Assurance Electric Meter Technician	
Substation Maintenance Technician	
Systems Operator	

After factoring in the normal hours of work, the acceptance/performance of planned and unplanned overtime shall not cause the employee:

- to work in excess of sixty-five (65) hours in a work week, Monday 0:00 to Sunday 23:59
- to work in excess of sixty-five (65) hours in any rolling seven (7) day cycle (Regulation 555/06 (CVOR))

- to work in excess of fourteen (14) hour and sixteen (16) hour rules in Regulation 555/06 (CVOR), or
- to work in a manner that prevents them from obtaining twenty-four (24) consecutive hours of off- duty time in the preceding fourteen (14) day period (Regulation 555/06 (CVOR)).

All paid travel time shall be included in on-duty time calculations.

If either a work week or seven-day cycle threshold has been reached, the employee may only continue working if an emergency has been declared by the Corporation and if the employee has not reached the fourteen or sixteen hour daily limit.

The Corporation reserves its right to schedule work and work assignments, taking into consideration safety, operational efficiency, and legislative obligations subject to its obligations under the Collective Agreement.

The Joint Relations Committee will meet within thirty (30) days of ratification to discuss the implementation of this Letter of Understanding and thereafter will meet as needed and upon request.

This Letter of Understanding expires at the end of the term of this Collective Agreement.

Signed: _____

Elizabeth Carswell
Sr Director – Human Resources
London Hydro
For the Corporation

Signed: _____

Tom Chessell
CUPE Local 1000, PWU
For the Union

Date: _____

Date: _____

LETTER OF UNDERSTANDING #2

BETWEEN

**POWER WORKERS' UNION
(the "Union")**

-and-

**LONDON HYDRO INC.
(the "Corporation")**

**Re: Joint Job Classification Committee
for the Purposes of Article 21.02**

Potential indicators of a significant change may be that the change to the duties or requirements

- 1. requires the employee to apply new skills and/or knowledge that would materially increase the time needed to reach job proficiency or the education requirements**
- 2. materially alters the level of responsibility, complexity, and/or accountability of the position; and/or**
- 3. materially alters the focus of the position, for example with respect to interpersonal contact, mental effort, and/or**

physical effort.

This Letter of Understanding expires at the end of the term of this Collective Agreement.

Signed: _____

**Elizabeth Carswell
Sr Director – Human Resources
London Hydro
For the Corporation**

Signed: _____

**Tom Chessell
CUPE Local 1000, PWU
For the Union**

Date: _____

Date: _____

LETTER OF UNDERSTANDING #3

BETWEEN

**POWER WORKERS' UNION
(the "Union")**

-and-

**LONDON HYDRO INC.
(the "Corporation")**

Made this 7th day of March, 2020

PAY EQUITY

This Agreement is made on a without precedent or prejudice basis with respect to any other matter that may arise between the parties. It is acknowledged by the parties that the history of pay equity maintenance between the Corporation and the Union includes the following:

- In 2005, the Corporation and the Union agreed to the contents and posting of the "Pay Equity Plan Maintenance Update" in fulfilment of the Corporation's duty to maintain pay equity within the workplace.**

- **Between 2005 and 2013, the parties maintained pay equity through an established process in accordance with the terms of the collective agreement.**
- **During negotiations in 2013, the parties agreed to a changed approach to job evaluation and established the Joint Job Classification Committee (“JJCC”). At those negotiations, it was agreed that the “Current Pay Equity Plan Stays in Place”.**
- **Between 2013 and 2019, the JJCC met on an annual basis, and received and reviewed all submissions from bargaining unit members. All submitted changes were reviewed and the committee took responsibility for determining whether there had been significant change.**
- **In accordance with the agreement of 2013, the Corporation has maintained pay equity since 2013.**

The parties agree that:

- 1. The Corporation and the Union are committed to continue to appropriately utilize the JJCC forum (as outlined in Article 21) to inform the Corporation’s ongoing responsibility to maintain pay equity.**
- 2. Within ninety (90) days of ratification, at the request of the Union, the Corporation will meet with the Union to understand**

and discuss any material concerns the Union may have with respect to pay equity maintenance.

Signed: _____ Signed: _____

Elizabeth Carswell
Sr Director – Human Resources
London Hydro
For the Corporation

Tom Chessell
CUPE Local 1000, PWU

For the Union

Date: _____

Date: _____

LETTER OF UNDERSTANDING #4

BETWEEN

**POWER WORKERS' UNION
(the "Union")**

-and-

**LONDON HYDRO INC.
(the "Corporation")**

Made this 7th day of March, 2020

CONTACT CENTRE AND COLLECTIONS – WORKING FROM HOME

This Agreement is made on a without precedent or prejudice basis with respect to any other matter that may arise between the parties.

The Corporation and the Union desire to confirm the parameters for unionized Contact Centre and Collections employees participating in the Working from Home program. The parties understand that Working from Home, in light of the implementation costs, must result in productivity gains for London Hydro. It is jointly agreed that the following shall form part of the Collective Agreement between the parties.

General

- **“Working from Home” refers to an alternative work arrangement under which Contact Centre and Collections employees primarily perform their duties and responsibilities from their principal residence by electronic or other means, rather than the Corporation’s offices. The period in which employees participate in the Working from Home program will be referred to as the “Working from Home period”.**
- **The participation in this alternative work arrangement shall be limited to functions which, according to the Corporation, can be carried out from home.**
- **A list with the last and first names of participants in the Working from Home program, their employment status, home address, and home telephone number will be transmitted to the appropriate Union Representative.**
- **The Corporation agrees to assume all costs which it has approved, and which are directly related to the equipment, computers, furniture, and required telephone/internet links, as well as to the installation and moving of the equipment, terminals, and furniture from or to Corporation premises.**
- **The Corporation agrees to continue reimbursing employees for all work-related expenses, in accordance with its practices and**

the Collective Agreement, except expenses incurred by employees in travelling to and from the London Hydro offices during the Working from Home period.

- The failure of an employee to follow the terms of this letter in Working from Home may result in the termination of an employee's participating in the Working from Home program.

Selection and Participation in Working from Home

- Employee participation in the Working from Home program shall be strictly voluntary, limited to permanent employees in the Contact Centre and Collections departments, and will require the mutual consent of the volunteer employees and the Corporation.
- Volunteer employees may be chosen for participation in the Working from Home program by the Corporation where they are qualified and where they satisfy the following selection criteria:
 - Participants shall have a safe, closed room in their principal residence for their work, which meets the standards established by the Corporation for Working from Home.
 - Participants must have their principal residence where Working from Home would be completed within a 100

kilometre driving distance of the London Hydro office located at 111 Horton Street, London, ON N6A 4H6.

- Participants shall have the required experience to work totally independently from their residence.
- It is understood that the selection of employees for Working from Home from the list of volunteers will be at the sole discretion of the Corporation in accordance with its management rights and in accordance with this Agreement.
- It is agreed that no change may be made to the job titles of employees because of their participation in the Working from Home program. Participation in the Working from Home program does not equate to a change in the duties or requirements of the classifications.
- There shall be no change in the present level of remuneration or rate of progression for participants.
- Employees selected to participate in the Working from Home program must work in the program for a minimum period of six (6) months, unless there are exceptional circumstances. In such circumstances, and after discussions between the Corporation and the Union, either party may end the participation of an employee in the Working from Home program by providing the other party with 10 working days' notice.

- If the employee leaves the program, they can reapply within six (6) months of the date of withdrawal.
- Participant employees involved in the Working from Home program shall meet the performance criteria and quality standards established by the Corporation. These criteria and standards shall be at least achieving before participating in Working from Home. If all criteria and standards are equal, then seniority prevails. If an employee fails to meet the performance criteria and quality standards established by the Corporation, the Corporation may terminate an employee's participation in the Working from Home program.
- If an employee's participation in the Working from Home program ends, the employee shall return to work at the London Hydro office. The Corporation will remove all Company-supplied equipment upon the employee's participation in the Working from Home program ending.

Conditions Specific to Working from Home

- Protecting the security and privacy of the information in London Hydro's possession is of crucial importance.
 - The Corporation's confidential documents and exclusive information shall be kept under lock and key outside of work hours (e.g., all procedures concerning access to and

use of the different computer systems). Computer screens shall not be oriented so it can be seen through a window or from the door of the room. Use of speaker phones is not permitted.

- The Corporation's confidential documents and exclusive information which become outdated shall be returned to the Corporation and destroyed on the Corporation's premises (e.g., all procedures concerning access to and use of the different computer systems).
- The Corporation's telephone and computer systems at a participating employee's home may be used only by the employee Working from Home and strictly for their work for the Corporation.
- Long distance calls using the Corporation's phone lines shall be kept to a strict minimum and may be made only for Corporation purposes.
- If major problems arise which prevent employees Working from Home from operating normally (network access is impossible, communication system deficient, etc.), the Corporation reserves the right to interrupt the employees' participation in the Working from Home program temporarily and to call them back to the London Hydro office place of work until everything is completely restored. The participant shall be responsible for

contacting their supervisor as quickly as possible. The participant shall not incur loss of wages due to circumstances beyond their control.

- Employees participating in the Working from Home program shall allow a London Hydro supervisor or other representatives to attend their home (i.e. place of work) to conduct workplace safety inspections, review security and privacy protocols, provide technical support and/or ensure general adherence to policies. A minimum of 30 minutes of prior notice shall be provided.
- Employees participating in the Working from Home program are required to regularly communicate with their supervisor and to respond to all inquiries and communications from their supervisor in a timely manner.
- While Working from Home, employees shall ensure that no background noise (e.g., animals, music, television etc.) is heard by customers.
- While Working from Home, employees may not have one or more dependents under their supervision during their scheduled hours of work.

Terms of Application of the Collective Agreement

- During the employees' participation in the Working from Home program, all provisions of the Collective Agreement shall continue to apply.
- All London Hydro's corporate guidelines, policies and procedures apply when working from home as in the office, including without limitation privacy policies, security policies, and computer use policies. This includes, but is not limited to, the following policies:
 - COR-HR-100070.01 Code of Conduct - London Hydro Property and Proprietary Information
 - COR-IT-100410.02 Acceptable Use
 - COR-HR- 300071.01 Confidential Document Security
- Vacations for employees participating in the Working from Home program will be scheduled in accordance with Article 12 of the Collective Agreement and will be scheduled/coordinated in accordance with departmental vacations to ensure the efficient or economical carrying out of the Corporation's operations or undertakings or to meet customer needs or requirements.

Work Schedules

- Work hours shall be established in accordance with Article 13 of the Collective Agreement.
- Employees participating in the Working from Home program are required to work a minimum of two (2) days per calendar month from the Corporation's office.
- Employees participating in the Working from Home program are required to attend at the Corporation's office for meetings or training as requested by the Corporation with one (1) working days' notice.

Work-Related Accidents

- When participating in the Working from Home program, participants shall be considered to be at work in the same way as if they were at the London Hydro office, including for Workplace Safety and Insurance Benefits purposes. Participants shall therefore take all reasonable measures to ensure their safety, in accordance with Corporation policies and practices, and in accordance with the requirements of the *Occupational Health and Safety Act*.
- If an employee suffers an accident or injury in the course of their participation in the Working from Home program in their

home, such accident or injury must be reported to their supervisor, and such accident or injury shall be treated in the same manner as if it occurred at the London Hydro office (i.e. as a workplace accident or injury).

- Accidents or injuries that occur in the employee's home which are unrelated to the Employee's work, workspace, or their participation in the Working from Home program shall not be treated as a workplace accident or injury.

Insurance

- All Working from Home participants shall inform their personal insurer that they have Corporation equipment and other property at their home and ensure that appropriate insurance is obtained to allow the participant to participate in the Working from Home program.
- In case of damage caused by or to equipment, terminals or other property, the Corporation shall assume responsibility, unless the damage results from unauthorized use or is caused deliberately.

Signed: _____ Signed: _____

Elizabeth Carswell
Sr Director – Human Resources
London Hydro
For the Corporation

Tom Chessell
CUPE Local 1000, PWU
For the Union

Date: _____

Date: _____

LETTER OF UNDERSTANDING #5

**POWER WORKERS' UNION
(the "Union")**

-and-

**LONDON HYDRO INC.
(the "Company")**

Re: Employment Security

It is jointly agreed that the following Letter of Understanding shall form part of the Collective Agreement between the parties.

- 1. No regular employee will be involuntarily terminated without just cause during the term of the Collective Agreement.**
- 2. The Company may offer voluntary separation packages.**
- 3. It is fully understood by the parties that this Letter of Understanding will automatically cease to operate at the expiration of the Collective Agreement.**

This agreement is made in London, Ontario, Canada. On March 7 2020.

Signed: _____ Signed: _____

Elizabeth Carswell
Sr Director – Human Resources
London Hydro
For the Corporation

Tom Chessell
CUPE Local 1000, PWU
For the Union

Date: _____ Date: _____

LETTER OF UNDERSTANDING #6

BETWEEN

**POWER WORKERS' UNION
(the "Union")**

-and-

**LONDON HYDRO INC.
(the "Corporation")**

Made this 7th day of March, 2020

NEW YEARS' EVE

This Agreement is made on a without precedent or prejudice basis with respect to any other matter that may arise between the parties.

Notwithstanding the provisions of Article 11 of the Collective Agreement, the Corporation and the Union agree that for the calendar years 2021 and 2022, and 2023 in which years New Year's Eve will be observed by the Corporation on a Friday, the full day of New Year's Eve shall be observed as a Paid Holiday, such observation to follow the payment and entitlement provisions of Article 11 of the Collective Agreement and Section 7 of the Part-Time Addendum.

The Paid Holidays for New Year's Eve for the term of this Collective Agreement will be as follows:

- Thursday, December 31, 2020 – Half Day (Last one-half (1/2) working day before New Year's)
- Friday, December 31, 2021 – Full Day (Last working day before New Year's)
- Friday, December 30, 2022 – Full Day (Last working day before New Year's)
- Friday, December 29, 2023 – Full Day (Last working day before New Year's)

Notwithstanding this Agreement, the Corporation reserves the right to call-in employees to perform work due to operational requirements and/or to respond to emergencies.

The Union shall not issue any grievances in respect of the Corporation's implementation of the terms of this Agreement. No other rights of the Corporation or the Union under the Collective Agreement will be affected by this Agreement.

This Letter of Understanding expires at the end of the term of this Collective Agreement.

Signed: _____ Signed: _____

Elizabeth Carswell
Sr Director – Human Resources
London Hydro
For the Corporation

Tom Chessell
CUPE Local 1000, PWU
For the Union

Date: _____ Date: _____

Signed on behalf of

London Hydro Inc.

V. SHARMA
Chief Executive Officer

Date

Signed on behalf of

**CUPE Local #1000
Power Workers' Union**

T. CHESSELL
Sector 3, Vice President

Date

ADDENDUM TO MEMORANDUM OF SETTLEMENT BETWEEN POWER WORKERS' UNION AND LONDON HYDRO INC.

Dated January 1, 2013 (Revised January 1, 2020)

SECTION 1 – APPLICATION

- 1.1** This Appendix has been developed to cover the terms and conditions of employment for part-time employees of London Hydro pursuant to a Certificate issued by the Ontario Labour Relations Board dated November 5, 2009.

SECTION 2- RECOGNITION

- 2.1** The Management recognizes the Union as the sole and exclusive bargaining agent for all employees of London Hydro Inc. working twenty-four (24) hours or less per week, save and except supervisors and persons above the rank of supervisors.

Job Descriptions for all new and existing part-time positions below the Director level will be made available to the Union upon request. When recruiting occurs for new part-time Non-Union positions, if so requested by the Union, the Union Management Committee shall meet to discuss the jurisdiction of the part-time position. Disputes as to the jurisdiction of a new part-time

position shall be referred to binding arbitration unless the parties mutually agree to mediation or the Ministry of Labour jurisdiction dispute mechanism.

NOTE: Part-time (Casual) Information Systems employees are exempt from the bargaining unit.

SECTION 3 – PART-TIME STATUS DEFINED

- 3.1** A part-time employee shall be defined as an employee who has completed the probationary period and who regularly works for twenty-four (24) hours or less per week averaged and calculated on a monthly basis.
- 3.2** A temporary part-time employee shall be defined as an employee who is hired for a specific project of limited duration that shall not exceed twelve (12) months.

SECTION 4 – PROBATIONARY PERIOD AND SENIORITY

- 4.1** A part-time probationary employee is one hired to fill a part-time position as defined herein. Subject to the “time” exceptions stipulated in the last paragraph of Article 5.01 of the Collective Agreement, part-time employees shall serve a probationary period of 1040 hours of work during which time their

qualifications and abilities will be assessed. At any point during the probationary period, if they are not considered satisfactory by Management for the position, they may be released. If they complete their probationary period, they will be given credit for the probationary hours worked for purposes of seniority and will thereafter accumulate seniority on the basis of hours worked in the part-time bargaining unit.

4.2 Seniority: Refers specifically to the time spent in the part-time bargaining unit and/or the full time bargaining unit while continuously employed with the Employer and as such is subject to the provisions of this Appendix and will apply as referenced in this Appendix.

Service: Refers to continuous employment with the Employer that is not interrupted by separation from the Employer and as such is subject to the provisions of this Appendix and will apply as referenced in this Appendix.

4.3 Upon completion of the probationary period, a part-time employee's name will be placed on the part-time seniority list, which will be distinct and separate from the permanent full time employee seniority list.

4.4 For purposes of posting, promotion to or replacement of permanent full time employees, seniority for those part-time employees employed as of June 22, 2010 shall begin to accrue

effective June 22, 2010 and thereafter accrue on a pro-rated basis.

- 4.5** For the purpose of transfer of seniority, a part-time employee's seniority as accrued from June 22, 2010 onwards shall be retained in the event a part-time employee transfers from the part-time bargaining unit to the full time bargaining unit.
- 4.6** Part-time employees shall accumulate seniority on the basis of hours worked. Two Thousand and Eighty (2080) hours is equal to one (1) year for purposes of seniority.
- 4.7** If at any time the seniority of a part-time employee is to be compared with the seniority of a full time employee for any reason, a part-time employee's seniority shall be converted to the equivalent full time seniority on the basis of 2080 hours worked as 1 year for all hours worked subsequent to June 22, 2010. No consideration will be given for hours worked or service prior to June 22, 2010 for this purpose.
- 4.8** Seniority rights and a part-time employee's employment shall be deemed to have been justly terminated if the part-time employee
- (a) quits or is retired;
 - (b) is discharged and the discharge is not reversed through the Grievance and Arbitration Procedures;
 - (c) is laid off for a period of more than fifteen (15) months;

- (d) is absent from work without permission for five (5) or more consecutive working days, unless such absence is proven to the satisfaction of the Management to have been due to causes beyond the employee's control;
- (e) fails to return to work upon termination of an authorized leave of absence and does not furnish Management with an acceptable reason for such failure;
- (f) uses a leave of absence for purposes other than those for which the leave of absence was granted; or
- (g) fails to report for work or fails to furnish Management with a satisfactory reason within fifteen (15) days of notification of recall from layoff.
- (h) is absent from work on WSIB or Medical leave for a period in excess of twenty-four (24) months.

SECTION 5 – WORK REDUCTION OR LAYOFF

- 5.1** In the event of a layoff of part-time employees, the employee who is subject to layoff shall have the right to either accept the layoff, or displace a part-time employee who has lesser part time bargaining unit seniority and who is the least senior in a lower or identical paying classification in the part-time bargaining unit if the employee originally subject to layoff has the necessary

qualifications, experience and ability to meet the normal requirements of the job in the lower or identical classification. Such employee so displaced shall be laid off. Where a part-time employee is to be laid off and has no opportunity to displace another part-time employee, notice and/or severance in accordance with the current Employment Standards Act shall be given to the part-time employee and simultaneous notice shall be given to the Union.

- 5.2** A part-time employee shall have opportunity of recall from a layoff to an available opening in the part time bargaining unit, in order of seniority, provided he or she has the necessary qualifications, experience and ability to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure in this Appendix shall not apply until the recall process has been completed.

SECTION 6 – PART-TIME JOB POSTING

- 6.1** When a job vacancy exists, the Management agrees to post all job vacancies covered by this Appendix by electronic posting for a minimum of ten (10) working days. The posting shall state the vacancy that is open, the approximate number of people required to fill the vacancy and the requirements necessary to fill the vacancy.

In filling vacancies, Management shall consider the following factors:

(a) Seniority.

(b) Qualifications and ability to perform the work.

When two (2) or more candidates for the job posting are relatively equal with regard to the factors included in (b), seniority shall govern.

6.2 The Employer may temporarily fill any vacancy or new job while observing the procedure herein set forth.

6.3 Where a permanent full time bargaining unit employee is absent from work for an extended period of time for any reason, including pregnancy/parental/adoption leave and workers' compensation, or where permanent full time bargaining unit work becomes available on a special non-recurring project basis for a period of time not to exceed twelve (12) months, a part-time bargaining unit employee will be permitted at the Employer's discretion to work full time hours on a relief basis to cover for the absence, or to cover the project. The Senior Director of Human Resources, or their designate, will meet with the Principal Steward or their designate as soon as a relief assignment arises to advise the Union of filling such vacancies in this manner. Section 3.1 will be waived.

6.4 Where the Employer decides to fill the relief assignment with a

part-time employee or a series of part-time employees, such a process will be implemented, and the part-time bargaining unit employee or employees who are scheduled to work the full time hours during the absence or part-time employees who are scheduled to work the full time hours during the course of the project will continue to be covered under the terms and provisions of this Appendix that pertain to part-time employees except as noted in Section 6.3.

SECTION 7 – PAID HOLIDAYS

7.1 The following shall be observed as paid public holidays for part-time employees:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Last working day before Christmas
- Christmas Day
- Boxing Day
- Last one-half (1/2) working day before New Year's

- 7.2** Temporary, probationary and permanent part-time employees shall qualify and be paid for paid holidays in accordance with the calculation method outlined in the Employment Standards Act. Temporary and probationary employees must also work the full shift before and the full shift after the holiday in order to receive Paid Holiday pay unless they are off due to an excusable absence.
- 7.3** Floater Holiday - All probationary and permanent part-time employees shall be allowed one (1) working day off per calendar year to be known as a floater holiday. After six (6) months of continuous employment, temporary employees shall be granted one (1) floater holiday per employment year.

SECTION 8 – VACATIONS

- 8.1** When calculating service for vacation entitlement for part-time employees, years of service prior to January 1, 2010 shall be calculated on the basis of continuous service from date of hire. When calculating service for vacation entitlement for part-time employees, years of service from January 1, 2010 onwards shall be determined by hours worked by the part-time employee, where one year of service equals 2080 hours worked.
- 8.2** (a) An employee who has completed less than nine (9) years of continuous service shall be entitled to six per cent (6%) vacation pay on all worked hours.

- (b) An employee who has completed nine (9) or more years of continuous service shall be entitled to eight percent (8%) vacation pay on all worked hours.
- (c) An employee who has completed seventeen (17) or more years of continuous service shall be entitled to ten percent (10%) vacation pay on all worked hours.

8.3 As far as is practical, vacation will be granted at the times most desired by the employees subject to the Article preamble.

SECTION 9 - HOURS OF WORK

- 9.1** The following paragraphs are intended to outline hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.
- 9.2** Hours of work for part-time employees shall be twenty-four (24) hours or less per week averaged and calculated on a monthly basis.
- 9.3** Scheduling and hours of work shall be as determined by the Employer to maintain adequate and capable employees in order to meet its operational needs, subject to the provisions of this Appendix.
- 9.4** Work Schedules for part-time employees will be posted at least

two (2) weeks in advance.

- 9.5** All part-time employees will be given the same consideration as full time employees for break and meal periods.
- 9.6** Overtime: All hours worked in excess of eight (8) in a day or forty (40) in a week will be considered overtime and paid at two (2) times the straight hourly rate of the employee.

SECTION 10 – TEMPORARY REPLACEMENT PAY

Appreciative of the need for substitution and temporary replacement of employees in an organization such as London Hydro, particularly during emergencies, the following clauses shall apply:

- 10.1** Any employee temporarily assigned to perform the duties of a classification within the part-time and/or full time bargaining units with a higher wage rating shall be paid at next to the maximum in the applicable position level for all hours worked. If there is one (1) level difference in the two (2) positions, the substituting employee shall be paid for all hours worked at the maximum of the applicable position level. It is understood that a temporary assignment cannot be made for a period of more than six (6) months at any one time except as outlined in Section 6.3.

- 10.2** Relief opportunities will be offered to permanent full time employees with the requisite skills and abilities and within the affected department prior to part-time employees.
- 10.3** An employee temporarily assigned to a position with a lower pay rating shall be paid at their regular rate.

SECTION 11 – ACCOMMODATION

- 11.1** When it has been medically determined that an employee is unable to return to the full duties of their position due to a disability, the Employer will notify and meet with representatives of the Union to discuss the circumstances surrounding the employee's return to suitable work. The Employer will notify the Union when the employee has accepted suitable work. The Employer will commit to review positions within the bargaining unit for suitable work prior to a review of all vacant positions within the Employer.
- 11.2** The Employer recognizes its duty to accommodate the work or workplace to the needs of the disabled employee in order to facilitate an early and safe return to work to the employee's pre-injury employment or other suitable work.

The employer agrees to provide the employee with a copy of the Workplace Safety and Insurance Board Form 7, at the same time it is sent to the board.

SECTION 12 – LEAVES OF ABSENCE

- 12.1** Pregnancy and Parental Leave shall be granted in accordance with the provisions of the Employment Standards Act.
- 12.2** Sick Leave Days shall be granted in accordance with the provisions of the Employment Standards Act.
- 12.3** All employees will receive credit for service and seniority during such leaves as outlined herein and in Article 28 of the Collective Agreement.
- 12.4** Notwithstanding the schedule as contained in Article 12 above, vacation accruals shall be reduced in proportion to time lost due to employer-unpaid sickness or compensation benefits. There shall be no loss of vacation accrual while in receipt of employer-paid sickness or compensation benefits.

Permanent part time employees shall be allowed time off not to exceed four (4) hours per year for medical or dental appointments. This time may be taken at a minimum of one (1) hour increments. Time off shall be arranged with the immediate supervisor concerned prior to the appointment. Employees shall endeavor to arrange these appointments in the first or last hour(s) of the shift.

Notwithstanding the foregoing paragraph, an employee may be granted leave of absence without pay providing suitable arrangements can be made with their immediate supervisor.

SECTION 13 – OMERS PENSION

- 13.1** A part-time employee has the option of electing to join and enrol in the OMERS Pension Plan subject to meeting the eligibility and enrolment requirements of the Plan and the Pension Benefits Act. (Must have worked at least 700 hours or earned at least 35% of the Year's Maximum Pensionable Earnings as defined by Canada Pension in the two (2) immediately preceding years).

SECTION 14 – HEALTH AND WELFARE BENEFITS

- 14.1** Part-time employees shall receive payment in lieu of health and welfare benefits amounting to \$5.03 (five dollars and three cents) per hour effective January 1, 2016. This payment will not be included in any calculation of overtime and vacation.
- 14.2** Payment in lieu of health and welfare benefits will begin the first pay period of the month following the end of the probationary period.

SECTION 15 – WAGE SCHEDULE

- 15.1** Permanent part-time employees performing the duties of a position classification in Article 34 of the Collective Agreement shall progress through the steps to top rate on a pro-rated basis based on hours worked.
- 15.2** Temporary part-time employees performing some or all of the duties of a position classification at a job level of 11 or below shall be paid in accordance with Article 18 and Article 33 of the Collective Agreement.

Temporary part-time employees performing a majority of the duties of a position classification at a job level of 12 or above shall be paid seventy (70%) percent of the job rate in accordance with Article 18 of the Collective Agreement.

SECTION 16 – APPLICABILITY OF PROVISIONS OF COLLECTIVE AGREEMENT

- 16.1** Except as may be specified within this Appendix, only the following articles from the Collective Agreement are applicable to part-time employees as specifically noted, amended and/or modified.

Articles 1.02 and 1.03 – Recognition

Article 2 – Duration of Agreement

Article 3 – Union Membership, Union Committees, and Union Leave

Article 4 – No Discrimination

Articles 5.01 and 5.03 – Definition of Employees

Articles 6.04 and 6.05 – Seniority

Article 8 – Management Rights

Article 9 – Discipline

Article 10 – Grievance and Arbitration Procedure

Article 13:02 – 1), 3) and 5) – Departmental Hours

Article 17 – Performance Reviews and Progressions

Article 21 – Job Classifications, New Jobs and Changes to Jobs

Article 28 – Bereavement Leave - all days that otherwise would qualify as per Article 28 as paid bereavement leave shall be considered as a day worked if the employee had the opportunity to work based on the posted schedule for part-time employees.

Article 29 – Jury and Witness Duty

Article 30 – Employment of Relatives

Article 32 – General Notes

Article 33 – Temporary Labour – Wage Schedule

Article 34 – Wage Scale – For purposes of the application of Section 15 of this Appendix