

LABOUR AGREEMENT

BETWEEN

PUC SERVICES INC.

AND

**THE POWER WORKERS' UNION
CUPE LOCAL 1000**

OUTSIDE WORKERS



MAY 1, 2021 - APRIL 30, 2024

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THIS COLLECTIVE AGREEMENT, hereinafter referred to as the Agreement, made and entered into this 28th day of January, 2022.

BETWEEN:

PUC SERVICES Inc.

(hereinafter referred to as the "Employer")

OF THE FIRST PART

- and -

THE POWER WORKERS' UNION, CUPE LOCAL 1000 –
REPRESENTING PUC SERVICES Inc. OUTSIDE WORKERS SECTION

(hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE # 1
GENERAL PROVISIONS

1.01 The Employer agrees to recognize the Union as the sole and exclusive bargaining agent for all of its Employees

It is recognized and acknowledged by the parties that the business of the Employer is the service of the citizens of the City of Sault Ste. Marie and the surrounding adjacent territory and is continuous and the employees must therefore be prepared to assist in maintaining service at all hours of the day and night.

The Union will not be required to provide services beyond these areas unless mutually agreed between the parties in advance.

1.02

1.03 The parties agree not to discriminate against any employee because of membership or activity in the Union or the exercise of their lawful rights. The Employer agrees that it will not discriminate against any employee because they are an officer or delegate of the Union.

- 1.04
- a) Work Day shall mean a day for which the employee is to be at the workplace and not already on some form of leave.
 - b) Business Day shall mean a day on which the employer's business office is open to the public.
 - c) Calendar Day shall have the common dictionary meaning.

ARTICLE # 2
MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive function of the Employer, consistent with the terms of this Agreement to hire, promote, demote, transfer and suspend employees, and also the right of the Employer to discipline or discharge any employee for just cause, provided that a claim by an employee that they have been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided. The Employer also has the right to make and alter from time to time reasonable rules and regulations to be observed by the employees.

ARTICLE # 3
UNION SECURITY

3.01 The Employer shall deduct from the wages of each employee covered by this agreement upon completion of thirty (30) calendar days employment, an amount equal to the current monthly dues as set out from time to time and remit the same by the fifteenth (15th) day of the month following to the Financial Officer of the Union.

3.02 In consideration of this deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

- 3.03 Employees of the Employer excluded from the bargaining unit, as defined by Clause 1.02, shall not perform duties of employees in the bargaining unit except for emergency, training or instructional purposes.
- 3.04 It is agreed that no person who is a regular employee of the Employer shall lose wages, employment, or be demoted as a result of the contracting out of the work of their department. (Departments identified in Schedule 'A' of this Agreement)
- 3.05 No employee shall make any written or verbal agreement with the Employer or its representatives, which is contrary to the terms of this Agreement.
- 3.06 The Company will supply a current list of all bargaining unit members including their employee number, start date and job classification as well as home contact information (address, phone number and email address) every 6 months electronically to the Union.

ARTICLE # 4

STRIKES AND LOCKOUTS

- 4.01 In view of the orderly procedure established for the disposition of employees' and/or the Employer's complaints and grievances, the Employer agrees that it will neither cause nor direct lock-outs of its employees for the duration of this Agreement and the employees agree that there will be no strikes or other collective action which will stop or interfere with the services of the Employer for the duration of this Agreement.
- 4.02 Hourly rated employees are not required to cross legal picket lines except to perform duties relative to System operation and the maintenance of service to equipment within the System's jurisdiction and under no circumstances will an employee be required to force a crossing of a picket line.
- 4.03 Where Union members encounter picket lines the Employer may consult with the Union representative. The Union representative may accompany the supervisor in communicating to the striking union the reasons why the picket line will be crossed.

ARTICLE # 5

EMPLOYEE CATEGORIES

- 5.01 Wherever the singular or masculine is used in this agreement it shall be considered as if plural or feminine has been used where the context of the agreement so indicates.
- Adjust all paragraphs of Collective Agreement to be gender neutral. Eliminate pronouns and refer to "employee" or "employee's" or "employer" or "employer's" rather than he, his, her, her's.
- 5.02 **Temporary Employee**
- Is an employee who is hired for a limited duration of time, which shall not exceed nine (9) months in a twelve (12) month period, unless the position is a result of another employee's illness, accident, pregnancy, leave of absence or succession thereof. After nine (9) months of accumulated service the employee will either be released or placed on the regular staff providing they can qualify for a classified job which is available. If a temporary employee is awarded a classified job in work other than that which they have been doing they may be required to serve the probationary period. Temporary employees shall be covered by all articles of the collective agreement except Articles 7, 10, 13 and 18 and shall not have the right to grieve discharge. Notwithstanding the above, temporary employees shall be

covered by clauses 18.04 and 18.06 and Article 11 after three (3) months continuous service.

5.03 Probationary Employee

A probationary employee is one who is hired with a view to filling a classified job. This employee shall undergo a probationary period of six (6) months of cumulative time. Should a probationary employee be absent from work in excess of one week, the probationary period will be extended by the amount of time the employee is absent. In addition, the probationary period may be extended an additional three (3) months by mutual consent of the parties. During the probationary period the performance of the employee will be assessed. If the employee is retained, seniority will date back to the commencement of the probationary period. Discharge for cause does not preclude the employee's right to grieve.

5.04 Regular Employee

Is one who is in the employ of the Employer and who has successfully completed the probationary period.

ARTICLE # 6
REDRESS PROCEDURE

6.01 Requests and Complaints

It is the policy of the Employer to allow employees reasonable opportunity to present to their immediate management representative any request or complaint that they may have concerning any aspect of their working conditions. It is recognized by the Union and the Employer that some requests or complaints may eventually require further processing through the grievance procedure detailed below. Any employee having a request or complaint is entitled to present it to their immediate supervisor, verbally, for consideration and discussion and, in presenting it, it is understood that the employee will have the right to be accompanied by a Union representative if they so desire.

6.02 Grievance Definition

For the purpose of this Agreement, any dispute, claim or complaint which involves the interpretation, application or administration of this Agreement shall be considered as a fit matter for Grievance Procedure and shall be dealt with promptly and in the following manner.

6.03 Union Grievance Committee

In the processing of grievances, the Employer will deal with a Union Grievance Committee limited to three (3) employees. Shop Stewards will have the right to investigate a grievance during working hours providing they have the authorization of the department supervisor.

6.04 Grievance Form

A grievance shall be in writing on a form provided by the Union and shall conform to the information requirements of the form. The Union shall indicate the remedy requested on the grievance form. Both parties shall respond in writing at all stages of the Grievance Procedure.

Grievance Procedure

Step 1

Any employee believing they have a grievance shall present it to their immediate supervisor within twenty (20) business days of the occurrence of the matter giving rise to the grievance. Within five (5) business days of receipt of the grievance the Supervisor will discuss the matter with the grievor and a union representative and render a decision in writing. Failing satisfactory settlement the grievor may within five (5) business days of the Supervisor's decision, proceed to Step 2. It is recognized that for an employee who is absent due to sickness, leave of absence or accident, vacation and who complains that their seniority is violated by promotion of an employee with a lower degree of seniority the twenty (20) business days shall commence with the date of their return to work.

Step 2

Within five (5) business days of receipt of the grievance, the Division Vice-President will discuss the matter with the employee and their Union representative and render a decision in writing. Failing satisfactory settlement the employee may within five (5) business days of the Division Vice-President's decision proceed to Step 3.

Step 3

Within ten (10) business days of the receipt of the grievance the President or their alternate will discuss the matter with the Union Grievance Committee and render a decision in writing.

Step 4 (Expedited Arbitration)

The parties agree that grievances will proceed to expedited arbitration as follows:

- a) The parties in this Agreement will use the services of mutually agreeable Arbitrators as a means of settling grievances and disputes.
- b) Each party shall provide a list of preferred Arbitrators. The parties will identify an agreed upon list of three (3) Arbitrators. This list will be renewed the beginning of every year. Failing to agree on an Arbitrator from the agreed upon list, referral shall be on a rotating basis.
- c) At the start of each year the parties shall ensure there is an Arbitrator available on a date set for each month, unless the parties agree to not schedule cases for certain months. If there are not sufficient grievances ready for hearing at the next scheduled arbitration date, that date shall be cancelled early enough to avoid cancellation fees. Arbitrators shall render a decision on each case within thirty (30) days of the hearing.
- d) Each party shall pay their own costs and expenses of the Arbitration and one half the remuneration and disbursement or expenses of the Arbitrator.
- e) 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. All arbitrators are to determine their own procedure, may admit evidence that would not be admissible in court and may rely on such evidence to render a decision. All arbitrators will have the power and authority to determine the real issues in dispute between the parties in any particular case and to relieve against time limits in the grievance process. All arbitrators'

decisions will be final and binding. All arbitrators shall have the power to make interim relief orders, it being understood that such orders may be of a procedural or substantive nature.

f) All decisions from the Arbitrator are precedent setting, final and binding.

g) Arbitrators will hear up to fifteen (15) cases a day. The cases shall be heard on an expedited basis. Written briefs shall be submitted to the Arbitrator and opposing parties by the grieving party twenty (20) calendar days prior to the hearing. The responding brief shall be submitted to the Arbitrator and opposing parties ten (10) calendar days prior to the hearing. Oral evidence may be called only where the Arbitrator deems necessary and only with leave of the Arbitrator.

h) The parties may use the service of counsel at their own discretion.

i) Expedited Arbitrations may take multiple arbitration days depending on the subject of the grievance and the evidence provided.

j) The parties agree that they will use the grievance procedure above in place of s.49 of the Labour Relations Act and waive their rights to s. 49 arbitration. It is understood that either party may still have the Minister appoint an arbitrator to hear a grievance under this collective agreement where the parties fail to agree to an arbitrator.

6.06 If an employee is disciplined, discharged or laid off, and if they believe they have been unjustifiably disciplined, discharged, or laid off, they can have their grievance taken up under the Grievance Procedure, starting at Step No. 2 if presented in writing within seven (7) business days of the date of discipline, or of the date of discharge or layoff.

6.07 The time limits set out in this article shall be strictly observed by the parties to this Agreement, and may only be extended by mutual consent confirmed in writing by the Parties. Any grievance not filed within the time limits specified shall be disallowed, notwithstanding section 48(16), Labour Relations Act.

6.08 The Union shall have the right to originate a grievance for an employee or all employees concerned, in the manner prescribed in the Grievance Procedure, except that referral shall be at Step 2.

6.09 The Union shall have the right at any time to have the assistance of representatives of The POWER WORKERS' UNION CUPE Local 1000 when dealing or negotiating with the Employer.

6.10 When reprimanding an employee for a current incident, the Employer shall not take into account any prior infractions providing the employee has a clear record of two years immediately preceding the current incident

ARTICLE # 7

NEGOTIATING COMMITTEE

7.01 The Employer will recognize and negotiate with the Union's Negotiating Committee that shall consist of not more than five (5) employees in addition to the Principal Steward.

7.02 The five (5) employees on the Negotiating Committee will be paid their regular hourly rate for time spent in negotiating a collective agreement during normal working hours up to but not including Mediation and up to a maximum of forty (40) hours per employee.

ARTICLE # 8

OTHER PROVISIONS RESPECTING WORK

- 8.01 a) An employee who is unable to report to work is responsible for notifying their Supervisor or Manager and will endeavor to do this at least thirty (30) minutes prior to the commencement of their shift. The employee's supervisor will contact the employee as required and if a doctor's certificate is required they will advise the employee that workday. This latter practice pertains only to the first three workdays.
- b) When an employee is required by the Ministry of Transportation to have a medical examination for the purpose of acquiring or retaining a driver's license, of the class required by the Employer, the Employer will pay for the fee of the medical so obtained.
- c) An employee required by the nature of their work to hold a valid Driver/Operating license shall report any circumstance that may deem this license invalid.
- 8.02 An employee who is absent from work for more than forty-eight (48) hours, without permission, shall be deemed to have left the Employer's employ and before being entitled to be reinstated, shall give an explanation upon their return, satisfactory to the Employer.
- 8.03 The Employer shall supply transportation for its employees in carrying out the work of the Employer.
- 8.04 Employees scheduled for work in the area of the City outside the urban service line may be required to carry their lunch to be eaten in the field. It will be the responsibility of the employee to provide their own lunch, providing they are notified on the previous day, or allowed time to obtain their lunch.
- 8.05 It is agreed that during periods of inclement weather employees may be required to carry out work normally performed by employees of lower category, during which time the rate of pay of the employee will be unaffected.
- 8.06 Except in cases of emergency the Employer will not require employees to work outside during periods of wet, stormy or extreme temperatures (defined as below -30 degrees C with wind chill and above +35 degrees C humidex). If it is necessary to work outside in emergencies during wet weather, rainwear including hats, rubber boots and insulated rubber boots (suitable for cold weather) will be provided. Final determination of weather conditions as they apply to this clause shall be made by the Department Supervisor or their designate.
- 8.07 The Employer shall provide adequate sanitary facilities and provide means whereby the employees can change and dry their wet clothing.
- 8.08 a) Employees shall have the use of designated general use bulletin boards for the posting of notices. All material to be posted shall require prior approval by the employer and such approval shall not be unreasonably withheld.
- b) The employer shall provide a bulletin board at the General Office, the Service Centre, the Water Treatment Plant and Wastewater Treatment Plants for the purpose of posting Union correspondence. All material to be posted shall require prior approval by the employer and such approval shall not be unreasonably withheld.

8.09 Additional Licenses

The employer shall pay license and renewal fees for any additional Ministry of Environment, Conservation and Parks Operator's license required by the employer, beyond the basic license required to perform the work in that department.

ARTICLE # 9
RECOGNIZED HOLIDAYS

9.01 New Years Day; Family Day, Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; National Day of Truth and Reconciliation; Thanksgiving Day; Christmas Day and Boxing Day shall be recognized holidays.

Should the municipal, provincial or federal government legally proclaim any day as an additional Holiday, then one of the float holidays as defined under Article 10.11 will become redundant and be assigned to that specific holiday. The specific holiday will be automatically added to 9.01.

9.02 a) Each temporary, probationary and regular employee shall receive their regular rate of pay for each of the above recognized holidays, providing that the temporary employee has been employed for a period of thirty (30) calendar days.

b) Employees receiving Workplace Safety & Insurance Board payments, Weekly Indemnity or L.T.D. benefit shall be paid an amount not to exceed their regular rate of pay for each of the above recognized holidays.

9.03 Notwithstanding provisions contained in Clause 9.02 the Employer shall have the right when a recognized holiday falls on other than a normally scheduled day of work to either

a) grant 8 hours additional pay at the regular rate for such day

or

b) reschedule the holiday to a regular work day immediately preceding or following such day.

When a recognized holiday is to be rescheduled, one month's advance notice of such rescheduling will be provided. It is agreed that all employees will be granted a rescheduled recognized holiday on the same day.

9.04 Any regular or probationary employees required to work on any of the above recognized holidays shall be paid at the rate of two (2) times their regular hourly rate in addition to their holiday pay. Any temporary employee required to work on any of the above holidays shall be paid at the rate of one and one-half (1-1/2) times their regular hourly rate in addition to their holiday pay. It is agreed that temporary employees will not be called to work on recognized holidays unless regular or probationary employees of the required category are not available.

9.05 To qualify for payment on the above recognized holidays, each employee will be required to work on the regular scheduled shift preceding and succeeding the recognized holiday. Exception will be made in cases where absence on one or both of these shifts is as a result of illness, death in the immediate family, or permission having been granted for the absence.

ARTICLE # 10

VACATIONS

- 10.01 Employees who terminate their employment with less than one (1) year of service shall receive vacation pay in accordance with the Employment Standards Act.
- 10.02 All employees who have completed one (1) year but less than four (4) years of continuous service shall have two (2) weeks vacation during the current year for which ten (10) days vacation pay at the regular rate will be allowed.
- 10.03 All employees who have completed four (4) years but less than nine (9) years of continuous service shall have three (3) weeks vacation during the current year for which fifteen (15) days vacation pay at the regular rate will be allowed.
- 10.04 All employees who have completed nine (9) years but less than fifteen (15) years of continuous service shall have four (4) weeks vacation during the current year for which twenty (20) days vacation pay at the regular rate will be allowed.
- 10.05 All employees who have completed fifteen (15) years but less than twenty (20) years of continuous service shall receive five (5) weeks vacation during the current year for which twenty-five (25) days vacation pay at the regular rate will be allowed.
- 10.06 All employees who have completed twenty (20) years of continuous service but less than thirty (30) years of continuous service shall receive six (6) weeks vacation during the current year for which thirty (30) days vacation pay at the regular rate will be allowed.
- 10.07 All employees who have completed thirty (30) years of continuous service shall receive seven (7) weeks vacation during the current year for which thirty-five (35) days vacation pay at the regular rate will be allowed.
- 10.08
- a) The Employer agrees, when possible, to make any provisions necessary to allow employees to take two weeks of their annual vacation between June 1st and October 1st and when possible, if work load permits, to make provision for those having more than two weeks vacation to take the complete vacation at once except during the period of June 1st and October 1st.
 - b) The third, fourth, fifth, sixth, seventh and carry over weeks of vacation will be arranged with the Departmental Supervisor, who after taking into consideration the schedule of employees of lesser seniority and the present work load, shall endeavour to select dates that are mutually satisfactory to the Employer and the employees.
 - c) The Employer will allow employees to save holidays earned in one year for use in the following year when a special excursion is planned. This vacation is subject to normal vacation scheduling. Such excursions shall have a minimum duration of three (3) weeks and this privilege will not be extended to any employee more frequently than once every two (2) years.
 - d) Employees will be listed by Employer seniority on the department vacation schedule.
 - e) Where it is mutually agreeable, an employee may carry-over a maximum of one (1) weeks vacation. Requests for carry-over must be made in writing.

- 10.09 An employee whose annual vacation period includes any of the days defined in this agreement as Recognized Holidays, shall be allowed equivalent time off with pay at a mutually agreeable time.
- 10.10 A preliminary vacation schedule will be made available (posted) no later than January 15th every year to allow vacation bookings. The final schedule will be subject to reconciliation of the prior year usage.
- 10.11 Regular and probationary employees who have accumulated twenty (20) weeks continuous service in any calendar year [not subject to 9.02] will be entitled to one (1) floating holiday, to be booked at a mutually agreeable time.

ARTICLE # 11

BEREAVEMENT LEAVE

- 11.01 When death occurs to a member of an employee's immediate family, the employee will be granted leave of absence on compassionate grounds and will be granted time off with pay at the regular hourly rate up to a maximum of five (5) working days for article 11:02(a), a maximum of three (3) working days for article 11.02(b), and a maximum of one working day for article 11:02(c), for any days which are normally straight time working days. Such leave shall be for the purpose of making arrangements for and/or attending the funeral, or to grieve.
- 11.02
- a) The immediate family includes parent, brother, sister, spouse, son and daughter, grandparent and step child.
 - b) The immediate family includes parent-in-law, step-parent, son-in-law, daughter-in-law, brother-in-law, step-brother, sister-in-law, step-sister, grandparent-in-law, grandchild, and foster child.
 - c) The immediate family includes aunt and uncle.
- 11.03 In the event the death occurs during the employee's vacation, they will be entitled to an extension of their vacation or an additional day(s) off equal to the time they would have been granted had they not been on vacation.
- 11.04 Bereavement Leave will not be granted to employees in situations where the employee is collecting WSIB, Short Term Disability (sickness and accident benefit) or Long Term Disability payments.

ARTICLE # 12

LEAVE OF ABSENCE

Personal Leave of Absence

- 12.01 A leave of absence is permission granted by the Employer to an employee to be absent from their job without pay for a specified period. The Employer reserves the right to refuse to grant a leave of absence and each request will be considered on its own merits. An employee shall apply for a leave of absence on a prescribed form and submit it to their immediate supervisor. A reply shall be given in writing.
- 12.02 In the case of a personal leave of absence without pay which exceeds thirty (30)

consecutive calendar days the employee will be responsible for the full cost of the benefits (employee and employer portions). Any vacation credits will be prorated on the time actually worked.

Leave of Absence - Union Matters

- 12.03 All leaves of absence for Union matters shall be requested by the Principal Steward of the Local in writing to the President. The Principal Steward will endeavor to give one (1) week's notice of such leaves except for exceptional circumstances. The President will endeavor to reply in writing, within one (1) week of receipt of the request.
- a) Leave of absence will be granted for a total of thirty (30) calendar days per year for union functions for one employee and one member of the executive from each department provided such leave does not interfere with the Employer's operation.
 - b) The Principal Steward or Unit Secretary of the Local Union or a member of the National or Provincial Executive Board will be granted up to an additional thirty (30) calendar days per year, for the purpose of attending to the duties of their office.
 - c) Leaves of absence in excess of thirty (30) calendar days may be granted provided it does not interfere with the Employer's operations.
 - d) All leaves of absence for employees filling non salaried elected union positions, or acting as union delegates under this Clause shall be without loss of benefits and seniority will continue to accrue. Such employees will receive their pay and benefits as provided for in this agreement but the Union shall reimburse the Employer for all such costs; plus any necessary administration charges during the period of absence.
- 12.04 Any employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated or who is elected to public office shall be granted leave of absence by the Employer without loss of seniority but without pay or without cost to the employer for a period up to six (6) months. Such leave shall be renewed on request during their term of office.
- 12.05 The difference in wages between the employee's straight time wage (excluding premium pay) and the fee allowed will be paid by the Employer to any employee required to serve on a jury or as a subpoenaed court witness in the Province of Ontario.
- 12.06 Maternity / parental / adoption leave will be granted in accordance with provincial legislation and with the following conditions to apply:
- a) A written request for leave of absence for maternity/parental/adoptive reasons will be made two (2) weeks prior to the date on which the leave is to commence. However, the employee will endeavor to provide as much advance notice as possible to assist the Employer to make necessary staffing arrangements. Such notice may be changed up to two (2) weeks prior to the leave date to an earlier or later leave date.
 - b) Notification of the desire to return to work will be given in writing at the beginning of the leave of absence. Notice of any change to an earlier date shall be given four (4) weeks in advance of the proposed date or to a later date by giving four (4) weeks notice before the leave was to end.
 - c) Seniority will continue to accrue during the maternity / parental / adoptive leave.

- d) Vacation credit for time only shall accumulate during the maternity / parental / adoptive leave, while vacation pay shall be prorated on the basis of time worked.
- e) Employee benefits will continue, provided the employee continues their participation in the benefit plans i.e. pensions, life insurance, extended health, and dental.
- f) The employer agrees to top up the employees maternity/parental/adoptive leave benefits from EI to the difference of 65% of their base pay for 39 weeks.

ARTICLE NO. 13

VACANCIES, PROMOTIONS, LAYOFFS

- 13.01 Promotions to vacancies and new positions which fall within the scope of the Agreement shall be according to employee's seniority standing, ability and proficiency to perform the work, but where ability and proficiency are relatively equal, seniority shall be the determining factor. Promotions within a department shall be based on departmental seniority, ability and proficiency. Bargaining unit jobs will be filled as soon as possible within thirty-eight (38) days of the job being posted for internal postings. This time limit can be extended by mutual agreement between the parties. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls and resignations.
- 13.02 An employee may decline promotion at any time without affecting their seniority or promotional rights.
- 13.03 Loss of Seniority
- Seniority rights and employment shall be terminated if an employee:
- a) resigns voluntarily from employment
 - b) is discharged and not reinstated through the grievance procedure
 - c) retires
 - d) is laid off for a period of more than twenty four (24) consecutive months
 - e) is absent from work for more than forty-eight (48) hours without permission without a satisfactory explanation to the employer or, not reinstated through the grievance procedure
 - f) fails to return to work within fourteen (14) days of a notice to return to work after a layoff without a satisfactory explanation to the employer or, not reinstated through the grievance procedure.
- 13.04 a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notices of the position in the workplace, on designated bulletin boards, for a minimum of six (6) business days in order that all members may apply. If the posting is in the outside bargaining unit, preference will be given to members from the outside bargaining unit including probationary employees. If there is no successful applicant from the outside bargaining unit, applicants from the inside bargaining unit will be given the opportunity to apply before any external applicant is hired. Such notice shall contain the following information: nature of position, qualifications, required

knowledge and education, skills, shift, hours of work, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

b) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on designated bulletin boards.

13.05

a) An employee who applies for and who is appointed to a job in accordance with 13.04 shall be given a trial period of thirty (30) calendar days. In the event the promoted employee proves unsatisfactory in the position during the trial period or if they express the desire to return to their former position they shall have the right to return without loss of seniority.

b) An employee who applies for and who is appointed to a position outside of this bargaining unit and within the Employer shall be given a trial period equal to the probationary period of the position awarded. This trial period shall not exceed one year in duration. In the event a return to their former position is exercised, the employee shall return without loss of their seniority.

c) When an employee is returning to work from a long term injury or illness and they are unable to perform their former duties, the Union and Employer agree to ascertain the availability of a suitable position. Where the position is vacant and is of an equal or lesser classification than the employee's former position then the employee shall be awarded the position. Where the position is of a greater classification then the employee shall participate in the job posting procedure. Where no vacant position exists, the employee shall exercise their seniority to bump into a position equal to or less than the former position of the employee. All other employees affected by such bumping action shall exercise their seniority in a similar fashion.

d) Where an employee is unsuccessful in a trades training program and is therefore unable to progress to the next or final step of qualification, the employee shall be returned to the position held prior to entering the training program, provided the employee remains qualified for the position.

13.06

A seniority list shall be compiled by the Employer, and posted quarterly (January, April, July & October) in each department. A copy of this list shall be sent to the local union representative. The list shall show the names and dates of employees entering the service of the Employer. If either party provides within thirty (30) calendar days proof that the seniority list is in error, the list will be revised and posted immediately. Errors that are found subsequently will be corrected when the next seniority list is posted.

13.07

When an employee is transferred from one department to another on a temporary basis, they shall retain their seniority in the department transferred from, but shall accumulate no seniority in the department transferred to.

13.08

In case of layoffs, due to shortage of work, the last employee to obtain employment from the Employer shall be the first to be laid off, providing the Employer can retain sufficient staff with the ability and qualifications to perform the remaining work, and in the event that there is work available within a twenty-four (24) month period following their layoff, employees will, subject to their ability to perform the job available, be rehired on the basis of the last laid off being the first to be called back for re-employment. New employees shall not be hired until those laid off have been given an opportunity of recall unless those to be recalled are unable to do the job.

- 13.09 Should an employee who has been laid off fail to return to work within fourteen (14) working days of a notice to return to work being sent by registered mail to their last place of residence known to the Employer, that employee shall be deemed to have left the employ of the Employer. However, the Employer may extend the above time limit. It shall be the responsibility of the employee to notify the Employer of their current place of residence.
- 13.10 It is agreed that in considering applications for jobs posted under this Agreement, only those received from regular employees will be considered. Should there be no qualified internal applicants, the Company will consider a probationary employee and if selected, the employee will re-serve the probationary period with a total maximum probationary period of nine (9) months.
- 13.11
- a) When an employee in any job classification is absent the Departmental Supervisor will determine whether an employee of the same classification is needed for the day's work. In all cases relief will be delegated and not assumed. When required to relieve an employee of higher classification for a period of one (1) hour or more, an employee shall receive the rate of pay applicable to the higher classification while so relieving.
 - b) When an employee is upgraded and the same upgrading overlaps a recognized holiday or vacation, then the employee shall be paid the upgraded wage rate.
 - c) When an employee in Water Treatment Operations is scheduled in the upgraded position and the same upgrading overlaps a recognized holiday, training or vacation, then the employee shall be paid the upgraded wage rate.
- 13.12 Any employee who is required to serve in an upgraded position for more than six (6) months, except where the upgrading is the result of sickness, accident or leave of absence, shall be confirmed in the upgraded position.
- 13.13 The Employer through their senior employees and those in charge are expected to give assistance in the training of junior employees.
- 13.14 The Employer shall notify employees who are to be laid off fifteen (15) business days prior to the effective date of layoff.
- 13.15 An employee shall have the right to review their personal file. Access shall be allowed only in the presence of the appropriate supervisor.

ARTICLE # 14

SAFETY AND FIRST AID

- 14.01 Time shall be allowed during regular working hours for the practice of resuscitation, for safety training and for first aid instruction. First aid training shall be carried out under the guidance of a qualified instructor. Time for the safety and first aid training may be arranged during periods of inclement weather but regardless of opportunities provided by inclement weather, time shall be provided at least once each month.
- 14.02 The Employer and Union will maintain a Health and Safety Committee as required by legislation.

ARTICLE # 15

TOOLS AND EQUIPMENT

- 15.01 Employees will supply the initial set of personal tools with replacements to be provided for by the Employer on a turn-in basis.
- 15.02 The Employer will supply all other tools and equipment. Equipment such as rainwear, rubber boots, rubber gloves, climbing equipment, etc., shall be issued to those employees who require same and the receipt of such equipment shall be acknowledged by the individual's signature.
- 15.03 All employees who in the opinion of the Employer require leather gloves or mitts in the course of their work will be supplied with a maximum of six (6) pair per year. The Employer will provide gloves in sizes for female and male staff.
- 15.04 Except in the case of leather gloves, worn out items shall be turned in before a replacement is issued. It is understood and agreed that tools and equipment will only be replaced when worn out or broken in the performance of the Employer's business.
- 15.05 If an employee has not in their possession at any time a complete complement of the items issued to them, the missing items will be replaced at the employee's expense.
- 15.06 An annual boot allowance of two hundred and thirty dollars (\$230.00) effective May 1, 2020 shall be paid to all employees required by law or the Employer to wear safety footwear. This allowance will be paid on October 1st.
- 15.07 **Clothing Entitlements**
- In addition to the current practice, the employer will provide the following clothing:
- Water Distribution:**
- Employees will have a choice of one pair of Blaze Orange Coveralls or two shirts and two pairs of pants and one Winter Parka and one insulated bib coverall. Replacement will be on a turn in basis.
- Water Treatment:**
- Employees required to work in waste water will be supplied with one pair of coveralls or two shirts and two pairs of pants and one Winter Parka. Replacement will be on a turn in basis.
- Facilities:**
- Employees to be supplied with one pair of coveralls or one shirt and one pair of pants and one winter parka. Replacement will be on a turn in basis.

ARTICLE # 16

WORK SCHEDULES AND WAGE PROVISIONS RELATING THERETO

- 16.01 **Day Workers**
- a) 8 hours per day (40 hours per week) as follows:
- Monday to Friday - 0800 to 1630 with one-half (1/2) hour unpaid lunch
- b) Double Time shall be paid:

- During all hours worked other than those set out above.

- c) In the event that an employee does not receive a half hour (1/2) hour unpaid lunch period between the hours of 12:00pm and 1:00pm, the employee will be paid double time for the half hour lunch period.

16.02 Shift Workers

- a) 8 hours per day (40 hours per week) with shifts as follows:
 - 2400 to 0800
 - 0800 to 1600
 - 1600 to 2400

- b) Shift differential will be allowed as follows:

Effective May 1, 2014

2400 to 0800 – one dollar and thirty-five cents (\$1.35) per hour
1600 to 2400 – one dollar and thirty cents (\$1.30) per hour

Effective May 1, 2015

2400 to 0800 - one dollar and forty cents (\$1.40) per hour
1600 to 2400 - one dollar and thirty-five cents (\$1.35) per hour

Effective May 1, 2016

2400 to 0800 – one dollar and forty-five cents (\$1.45) per hour
1600 to 2400 – one dollar and forty cents (\$1.40) per hour

Saturday and Sunday:

Effective May 1, 2014 - One dollar & sixty-five cents (\$1.65) per hour.

Effective May 1, 2015 - One dollar & seventy cents (\$1.70) per hour.

Effective May 1, 2016 - One dollar & seventy-five cents (\$1.75) per hour.

- c) Compensation at one and one-half times the regular rate will be allowed for a shift worker who is required to continue work for up to one and one half (1 ½) hours effective May 1, 2016 and double time effective May 1, 2017, past their scheduled or rescheduled quitting time.
- d) Compensation at double the regular rate will be allowed for all hours worked other than those set out above.
- e) At the option of the Employer and with one weeks advance notice, an alternate shift schedule may be established for the Maintenance Person as follows:
 - Monday to Friday
 - Day Shift – eight (8) hours – start time between 07:00 – 08:00 (with one-half (½) hour unpaid lunch and no shift differential)
 - Afternoon Shift – eight (8) hours – start time between 15:00 – 16:00 with the appropriate afternoon shift differential

16.03 Special Shift

- a) The Employer reserves the right when deemed necessary to schedule a special shift as follows:

Monday to Friday midnight - 1600 to 2400 hours

b) Shift differential will be allowed as follows:

Effective May 1, 2014

Monday to Friday midnight - 1600 to 2400 hours
One dollar and thirty cents (\$1.30) per hour

Effective May 1, 2015

Monday to Friday midnight – 1600 to 2400 hours
One dollar and thirty-five cents (\$1.35) per hour

Effective May 1, 2016

Monday to Friday midnight – 1600 to 2400 hours
One dollar and forty cents (\$1.40) per hour

- 16.04 The parties recognize that the employee's work is often hazardous, and it is therefore necessary that the employee should be alert at all times. It is therefore agreed that only in cases of emergency should employees be called upon to work more than sixteen (16) hours per twenty-four (24) hour period.
- 16.05 Employees shall be paid every second Thursday.
- 16.06 When an employee is required to report for work other than the normal hours of work, they shall be entitled to compensation for not less than two (2) hours at double time rate. This provision shall not apply to shift extensions before or after the normal hours as defined in Article 16.
- 16.07 (a) If an employee is called upon to work two (2) hours beyond the regular scheduled or rescheduled tour of duty, a meal allowance of seventeen dollars (\$17.00) effective May 1, 2020, shall be paid by the Employer with additional meal allowances to be paid every four (4) hours thereafter. Meal allowances will be paid bi-weekly for the previous two (2) weeks' entitlement. The employer will provide detailed explanation of meal allowances upon request.
- (b) It is agreed that a meal allowance will be granted to employees who have been called out either between the hours of 0600 and 0800 prior to or between the hours of 1630 and 1830 following their normal hours of work and in so doing have missed one of their regular meals.
- (c) If an employee is called out for non-scheduled work of three (3) hours or more, a meal allowance shall be paid by the Employer with similar meal allowances to be paid at intervals of four (4) hours. The second allowance shall be granted seven (7) hours from the time of the call out.
- 16.08 Employees who are on standby shall be paid twenty-five dollars (\$25.00) for each eight (8) hour shift they are required to be on standby, in addition to the call-out provisions of the Agreement.
- 16.09 Where an employee works four (4) or more overtime hours between 2200 and the beginning of their next regular shift, they will be provided a rest period of four (4) consecutive hours during the regular shift.
- Where an employee works seven (7) or more overtime hours between 2200 and the beginning of their next regular shift, they will be provided a rest period of eight (8) consecutive hours during the regular shift.

All rest period hours will be paid at the employee's straight time hourly rate.

In the case of an emergency, employees may be required to work a minimum of 16 hours and will be provided a rest period in accordance with the provisions above once the emergency situation is concluded.

16.10

Banked Overtime

Upon request, employees will be permitted to bank overtime in lieu of cash payment provided the following conditions are met:

- a) Overtime hours worked may be banked or paid at the appropriate premium rate.
- b) The banked overtime accumulated in one calendar year must be used by December 15th of that year.
- c) Banked time that is not used by December 15th of that year will be paid to the employee on or before December 31st.
- d) Employees will only be permitted to accumulate up to 56 hours of banked overtime once per calendar year.
- e) Such banked time must be taken at a mutually agreeable time between the employee and their supervisor.
- f) There shall be no banked overtime used during the period July 1st to September 1st unless agreed to by the Manager
- g) All requests to use banked overtime shall be in writing on a prescribed form and submitted to the supervisor with 3 working days advance notice. A reply shall be given in writing.

16.11

Twelve Hour Shift Schedule – Water Treatment Operations Department Only

The work schedule for the Water Treatment Plant Operators shall be changed to a twelve (12) hour shift while retaining an eight (8) hour day shift for outside or traveling operator, subject to the following conditions:

The twelve (12) hour schedule shall not be used to cause unfair advantage or harm to either party with regard to benefits, and paid time off, etc., and the provision of such articles shall be interpreted or deemed to be amended to provide the equivalent benefit as if the twelve (12) hour shift were an eight (8) hour a day, 40 hour per week employee. The Union and employees shall co-operate with the Employer in the Application to the Ministry of Labour for approval to average hours of work.

Interpretation & Application

- a) A Negotiating Committee member from Plant Operators will be paid maximum of twelve (12) hours per shift to a maximum of forty (40) Hours.
- b) The work schedule for Water Treatment Operators must cover every day of the year. The present practice of not rescheduling the Statutory Holiday for the Plant Operators will continue.
- c) The number of vacation credits allowed will be computed on the basis of eight

(8) hour days i.e. 10 days times 8 hours equal 80 hours Vacation pay.

- d) Vacations shall be scheduled to provide a balance between night and day shifts – generally an employee shall not book more vacation on night shifts, to the disadvantage of others.
- e) Bereavement Leave provides for time off with pay – up to five (5) days – equals 5 x 8 hours = 40 hours pay.
- f) Operators Class 1 to Class 4 shall be upgraded only when required to relieve as Plant Operator Job Class #13. Upgrading shall not apply when scheduled to work as Plant Operator for training purposes when the regular operator is present.
- g) Operators Level 1, J.C. 4 to Operators Level 4, J.C. 10 may be included in the rotating schedule as Plant Operators to distribute the shift work to more persons. The provisions of Article 13.12 shall not apply in this case and such operators shall not be confirmed in the upgraded position simply because they are included in the schedule.
- h) The Employer will employ up to five (5) regular Plant Operators who have fully completed the training program.
- i) The Plant Operator will normally work twelve (12) hour shifts as follows:
- j) 19:00 to 07:00 hours = night shift
- k) 07:00 to 19:00 hours = day shift
- l) For payroll administration purposes the week begins at 19:00 hours Saturday. The portion of night shift 19:00 - 24:00 hours belongs to the following day. Wages for hours worked per pay period will be paid. Banking of hours to average week's earnings will be considered.
- m) Shift differential – paid as per Article 16.02(b) of the Collective Agreement.
- n) Compensation for overtime as per Article 16.02(c) & (d) of the Collective Agreement.
- o) Meal Allowance – as per Collective Agreement.
- p) Sickness & Accident – as per Collective Agreement.

ARTICLE # 17

JOB CLASSIFICATIONS AND RATES OF PAY

17.01 Refer to Schedule 'A' which is attached to and forms a part of this agreement.

ARTICLE # 18

EMPLOYEE BENEFITS

18.01 Life Insurance for each regular employee a life insurance benefit will be provided.

- a) The amount of life insurance will be based on 150% of the employee's basic current annual rate of pay. The amount so calculated will be rounded to the next higher thousand dollars.
- b) The above coverage will provide double indemnity payment in case of accidental death or dismemberment.

18.02

Sickness and Accident Benefit - Each regular employee shall receive the following coverage:

a) Sickness

Seventy (70) per cent of their straight time hourly rate for work days one (1), two (2) and three (3) and eighty (80) per cent of their straight time hourly rate beginning on the fourth work day to a maximum of twenty-six (26) weeks for employees with less than ten (10) years service and thirty-nine (39) weeks for employees with more than ten (10) years service.

It is agreed that any treatment prescribed by a medical doctor and administered as an outpatient in a hospital or group health clinic shall be considered as sickness under this Article.

b) Accident - (Other Than Those Covered by Workplace Safety and Insurance Board). Eighty (80) per cent of their straight time hourly rate beginning on the first working day to a maximum of twenty-six (26) weeks for employees with less than ten (10) years service and thirty-nine (39) weeks for employees with more than ten (10) years service.

c) The cost of providing the above coverage shall be borne entirely by the Employer. The Employer will pay its contribution and that of the employee during the four (4) months that O.M.E.R.S. require the sick or disabled employee to wait before applying for the waiver of contributions. Where an employee elects to use a doctor who charges for completion of medical forms, the cost shall be the employee's responsibility.

d) It is recognized and agreed that additional benefits granted by the Employer in settlement of this current agreement satisfy the requirements of the refund provisions of the rebate section of the "Unemployment Sick Leave Legislation."

18.03

Long Term Disability

a) Regular employees will participate in a long term disability insurance plan to be negotiated by the Employer with a private carrier. This plan will provide for payment of seventy (70) per cent of the employee's basic monthly earnings to a maximum of five thousand five hundred dollars (\$5,500.00) per month.

b) These benefits which will become available thirty-nine (39) weeks after the sickness begins and will cease at age 65 will be reduced by the amount of benefits available under the Canada Pension Plan, the Ontario Municipal Employees Retirement System and Workplace Safety and Insurance Board. It is agreed that for any employee with less than ten (10) years of service, who is ineligible to receive benefits from the unemployment insurance sickness plan after the twenty-six (26) weeks of sick benefits have expired, the Employer agrees to contribute payments to the employee in an amount equal to the amount which they would have received had they been eligible for the benefits, these payments to be made

until the long term disability plan commences.

- c) The following conditions shall apply to the long term disability coverage:
- 1) No vacation credit or recognized holiday shall be paid for the period on Long Term Disability.
 - 2) The Employer shall continue to pay for a period of time not to exceed eighteen (18) months from an employee's first work day on long term disability the premiums for the benefits in Clauses 18.04 and 18.05.
 - 3) From the eighteenth (18th) month on long term disability the premiums for benefits in Clauses 18.04 and 18.05 of the agreement shall be paid by the recipient.
 - 4) In consideration of the foregoing the Union or its members shall make no claim against any rebate of the Employer's share of any savings in E.I.
 - 5) When an employee has achieved thirty-five (35) years of service and has the OMERS 90 factor (age plus years of service) they shall cease to be eligible for the long term disability benefit.
 - 6) New employees who have a pre-existing medical condition at the time of hiring shall not be eligible for the long term disability coverage until they have completed one (1) year of continuous service.
- d) The Employer will contribute for the duration of the agreement, toward the long term disability plan premium payment, an amount equal to the current rate.

18.04

Hospital and Medical and Surgical Insurance

- a) All regular and probationary employees and all temporary employees who have had three (3) months continuous service will receive, consistent with the enrollment policies of the groups involved, the following coverage:
- i) The Blue Cross semi-private hospital accommodation or equivalent
 - ii) The Blue Cross Extended Health Care Plan or equivalent
 - iii) This coverage will apply to eligible dependents while in full time attendance at a post secondary school, up to and including their twenty-fifth (25th) birthday.
- b) Effective May 1, 2014

Paramedical Services as follows:

The Company agrees to pay the premium for a plan for Paramedical Services with a combined maximum of \$875.00 per year per covered person to include:

- Charges for services of a Licensed, Certified or Registered Chiropractor in conjunction (1st dollar) with OHIP;
- Charges for the services of a Registered Physiotherapist, Osteopath, Podiatrist, Chiropractist, Naturopath, Certified Athletic

Therapist, Clinical Psychologist or Marriage and Family Therapist, Psychiatrist, Psychotherapist, Master of social work, and Speech Pathologist;

- Charges for the services of Registered Massage Therapist, Speech Pathologist or Nutritional Counseling by a professional Dietician when authorized in writing by the attending physician;

- c) Retirees who are enrolled in the Extended Health Care and Drug Plan prior to age 65 may continue family coverage until their spouse attains age 65, at their cost.

18.05 Dental Plan

- a) Employees will participate in the Blue Cross Dental Plan No. 9 or equivalent, and the Blue Cross plan to provide Orthodontic Services based on a 50% Employer paid and 50% employee paid - with a lifetime maximum of \$2200.00 per eligible person providing payment for specified dental treatment based on the Ontario Dental Association fee guide in effect one year prior to the date the services are rendered.
- b) The Employer will contribute for the duration of the agreement toward the Dental Plan premium payment, an amount equal to the premium of the Ontario Dental Association fee guide in effect one year prior to the date the services are rendered.
- c) This coverage will apply to eligible dependents while in full time attendance at a post-secondary school, up to and including their twenty-five (25th) birthday.

18.06 The Employer will pay 100 percent of the cost of the premium for benefits covered under Clause 18.01 and 18.04.

18.07 Pensions

Employees will participate in a Pension Plan administered under the Ontario Municipal Employees Retirement System Act 1961-62, as authorized by The Public Utilities Commission By-law No. 60. If an employee of the Employer has been in the service of the Employer for twenty (20) years and if said employee's combined pension under the Ontario Municipal Employees Retirement System Plan, the Canadian Group Government Annuity Plan and the Canada Pension Plan, is less than ninety dollars (\$90.00) per month, and if the employee is a participant in the Ontario Municipal Employees Retirement System Plan, the Employer may, by by-law during their lifetime, grant to any such person a monthly retirement allowance equal to the difference between the said ninety dollars (\$90.00) and the combined pension, such allowance to become effective at such time as the Employer may determine.

18.08 The Employer agrees that employees who become disabled as a result of a compensable accident or sickness and who are rehabilitated by the Workplace Safety and Insurance Board shall if at all possible be reinstated by the Employer in a classification commensurate with their ability to perform the said job and consistent with the employee's Employer seniority.

18.09 Payment of Benefit Premiums to Employees At Time Of Retirement to Age 65

When an employee retires at age 55 or older with a minimum of 8 years of service, the employer will pay the premiums for the extended health plan to attained age 65 or until assistance is available from another source if it is before age 65, whichever occurs first.

Any retired employee engaged in full time employment except for re-employment with the Employer shall be excluded from this benefit.

18.10 Workplace Safety and Insurance Board

- a) When an employee is on Workplace Safety and Insurance Board Compensation for a period greater than four (4) months, their vacation pay (not time) shall be prorated on the basis of time worked thereafter. If an employee returns to work during the four (4) month period and the return is on rehabilitation, or is less than thirty (30) calendar days, the time shall be considered as continuous for the purpose of the four (4) month provision.
- b) Where an employee is unable to take scheduled vacation while on WSIB, the vacation shall be taken upon the employee's return to work. Where the limitations of time do not permit the full vacation within the current calendar year, the remaining portion may continue into the following calendar year.
- c) Where an employee has already used their vacation entitlement and a proration of vacation pay is required under Article 18.10 (a), vacation pay shall be adjusted in the following year.

18.11 Out of Province Medical Coverage

- a) A plan will be provided for Out-of-Province medical coverage. The cost of the premium to be 70% paid by the Employer and 30% paid by the employee of the rates in effect January 01 of each year. This benefit will be mandatory for all employees.
- b) A plan will be provided for Out-of-Province medical coverage. The cost of the premium is 100% paid for by the retiree. The retiree at retirement may elect to receive this coverage or may elect to decline this coverage. Retirees may not change their election once selected. If a retiree chooses to drop the Out-of-Province coverage at some future date, then they also must drop the Extended Health Coverage. This plan is subject to acceptance by the insurance carrier.

18.12 Medical Notes

The Employer will pay the cost of medical notes when requested by the employer.

18.13 The employer will provide disability benefits to regular Employees equal to or greater than the benefits detailed in Blue Cross Contract 91653.

18.14 Employees may elect, by executing the Wage Continuance Agreement to participate in the following program:

Beginning on the fourth work day to a maximum of eight (8) weeks (this may be extended at the Employer's sole discretion), the Employer will pay eligible wages, subject to standard source deductions (the "Wage Continuance"), during the period when Blue Cross or other benefit provider (the "Insurer") is evaluating eligibility for Sickness or Accident benefits in paragraph 18.02(a) or (b).

If the Employee is found to be eligible for Sickness or Accident benefits, they will assign the benefits funds from the Insurer to the Employer sufficient to repay the Employer for the above noted Wage Continuance.

If the Employee is found not to be eligible for disability benefits, the Employer will be entitled to deduct the funds paid for Wage Continuance from the Employee's pay cheque up to ten percent (10%) of their gross pay until the wage continuance is repaid. If an employee leaves the company prior to payback, PUC has the right to deduct the difference from their final pay.

If, after exhausting the Insurer's appeal process, the Employee does not agree with the Insurer's eligibility decision, the Employee may challenge the decision using the grievance process. The Employer will not deduct funds from the Employee's pay cheque for Wage Continuance during the grievance process.

ARTICLE # 19
DURATION OF AGREEMENT

- 19.01 This Agreement shall take effect May 1, 2021 and remain in effect and full force for a full thirty-six (36) month period to April 30, 2024 and thereafter from year to year unless terminated or amended by notice in writing from either party within a period of not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to termination date.
- 19.02 The Employer and employees covenant that they will co-operate to the fullest extent in carrying out the terms of this Agreement.

_____	_____
POWER WORKERS' UNION	PUC SERVICES INC

Signed on behalf of:	_____	
	DATE	
PWU	PUC	

SCHEDULE 'A'

1. Job Classifications and Rates of Pay (for pay purposes only)

LINE OPERATIONS Department		01-May-21	01-May-22	01-May-23
20	Lead Hand Power Line Technician	\$47.05	\$47.99	\$48.95
20	Work Planner Line Operations	\$47.05	\$47.99	\$48.95
16	Forestry Technician	\$42.64	\$43.49	\$44.36
18	Power Line Technician	\$43.69	\$44.56	\$45.45
10	Power Line Technician Level 4	\$36.57	\$37.30	\$38.04
7	Power Line Technician Level 3	\$34.14	\$34.82	\$35.52
5	Power Line Technician Level 2	\$32.49	\$33.14	\$33.80
4	Power Line Technician Level 1	\$31.86	\$32.50	\$33.15
2	Power Line Technician Entry Level	\$30.29	\$30.90	\$31.52
WATER DISTRIBUTION OPERATIONS Department		01-May-21	01-May-22	01-May-23
16	Lead Hand WDO	\$42.64	\$43.49	\$44.36
16	Work Planner WDO	\$42.64	\$43.49	\$44.36
13	Machine Operator	\$39.06	\$39.84	\$40.63
13	Pipefitter	\$39.06	\$39.84	\$40.63
10	Vacuum Truck Operator	\$36.57	\$37.30	\$38.04
7	Pipefitter Helper	\$34.14	\$34.82	\$35.52
5	Truck Driver	\$32.49	\$33.14	\$33.80
2	Labourer	\$30.29	\$30.90	\$31.52
WATER TREATMENT OPERATIONS Department		01-May-21	01-May-22	01-May-23
18	Instrumentation Technician	\$43.69	\$44.56	\$45.45
10	Instrumentation Technician	\$36.57	\$37.30	\$38.04
17	Lead Hand Water Treatment Plant Maintenance	\$43.08	\$43.95	\$44.83
14	Maintenance Mechanic II	\$39.87	\$40.67	\$41.48
10	Maintenance Mechanic II	\$36.57	\$37.30	\$38.04
16	Water Treatment Operator Lead Hand	\$42.64	\$43.49	\$44.36
13	Water Treatment Plant Operator	\$39.06	\$39.84	\$40.63
10	Water Treatment Plant Operator Class 3	\$36.57	\$37.30	\$38.04
7	Water Treatment Plant Operator Class 2	\$34.14	\$34.82	\$35.52
5	Water Treatment Plant Operator Class 1	\$32.49	\$33.14	\$33.80
4	Water Treatment Plant Operator-in-Training	\$31.86	\$32.50	\$33.15
4	Water Operations Sampler	\$31.86	\$32.50	\$33.15

BLIND RIVER Department		01-May-21	01-May-22	01-May-23
14	Water Treatment Operator Lead Hand	\$39.87	\$40.67	\$41.48
10	Water Treatment Plant Operator Class 3	\$36.57	\$37.30	\$38.04
7	Water Treatment Plant Operator Class 2	\$34.14	\$34.82	\$35.52
5	Water Treatment Plant Operator Class 1	\$32.49	\$33.14	\$33.80
4	Water Treatment Plant Operator-in-Training	\$31.86	\$32.50	\$33.15

ENVIRONMENTAL OPERATIONS Department		01-May-21	01-May-22	01-May-23
18	Instrumentation and Maintenance Electricians	\$43.69	\$44.56	\$45.45
10	Instrumentation and Maintenance Electricians	\$36.57	\$37.30	\$38.04
18	Instrumentation Technician	\$43.69	\$44.56	\$45.45
10	Instrumentation Technician	\$36.57	\$37.30	\$38.04
17	Lead Hand Environmental Centre Maintenance	\$43.08	\$43.95	\$44.83
15	Lead Hand Environmental Centre Operator	\$40.79	\$41.61	\$42.44
11	Environmental Centre Operator Class 4	\$37.47	\$38.22	\$38.99
10	Environmental Centre Operator Class 3	\$36.57	\$37.30	\$38.04
7	Environmental Centre Operator Class 2	\$34.14	\$34.82	\$35.52
5	Environmental Centre Operator Class 1	\$32.49	\$33.14	\$33.80
4	Environmental Centre Operator-In-Training	\$31.86	\$32.50	\$33.15
4	Environmental Centre Lab Technician	\$31.86	\$32.50	\$33.15
14	Maintenance Mechanic II	\$39.87	\$40.67	\$41.48
10	Maintenance Mechanic II	\$36.57	\$37.30	\$38.04
4	Maintenance Mechanic I	\$31.86	\$32.50	\$33.15
2	Maintenance Mechanic I	\$30.29	\$30.90	\$31.52

STATIONS Department		01-May-21	01-May-22	01-May-23
20	Lead Hand Stations	\$47.05	\$47.99	\$48.95
20	Substation Operations Technician	\$47.05	\$47.99	\$48.95
18	Electric System Operator	\$43.69	\$44.56	\$45.45
10	Electric System Operator Level 4	\$36.57	\$37.30	\$38.04
7	Electric System Operator Level 3	\$34.14	\$34.82	\$35.52
5	Electric System Operator Level 2	\$32.49	\$33.14	\$33.80
4	Electric System Operator	\$31.86	\$32.50	\$33.15
18	Substation Electrician	\$43.69	\$44.56	\$45.45
10	Substation Electrician Level 4	\$36.57	\$37.30	\$38.04
7	Substation Electrician Level 3	\$34.14	\$34.82	\$35.52
5	Substation Electrician Level 2	\$32.49	\$33.14	\$33.80
4	Substation Electrician Level 1	\$31.86	\$32.50	\$33.15

METERING Department		01-May-21	01-May-22	01-May-23
20	Lead Hand Metering	\$47.05	\$47.99	\$48.95
18	Polyphase Technician	\$43.69	\$44.56	\$45.45
13	Service Person Large Meter Repair	\$39.06	\$39.84	\$40.63
10	Meter Technician Level 4	\$36.57	\$37.30	\$38.04
7	Meter Technician Level 3	\$34.14	\$34.82	\$35.52
5	Meter Technician Level 2	\$32.49	\$33.14	\$33.80
4	Meter Technician Level 1	\$31.86	\$32.50	\$33.15
10	Meter Service Person Level 3	\$36.57	\$37.30	\$38.04
7	Meter Service Person Level 2	\$34.14	\$34.82	\$35.52
4	Meter Service Person Level 1	\$31.86	\$32.50	\$33.15

FLEET Department		01-May-21	01-May-22	01-May-23
17	Lead Hand Fleet Maintenance	\$43.08	\$43.95	\$44.83
14	Mechanic	\$39.87	\$40.67	\$41.48
10	Mechanic Level 4	\$36.57	\$37.30	\$38.04
7	Mechanic Level 3	\$34.14	\$34.82	\$35.52
5	Mechanic Level 2	\$32.49	\$33.14	\$33.80
4	Mechanic Level 1	\$31.86	\$32.50	\$33.15
2	Mechanic Entry Level	\$30.29	\$30.90	\$31.52

FACILITIES Department		01-May-21	01-May-22	01-May-23
18	Technical Support Electrician	\$43.69	\$44.56	\$45.45
2	Maintenance Person	\$30.29	\$30.90	\$31.52
2	Labourer	\$30.29	\$30.90	\$31.52

Cost of Living Adjustment

If the average monthly CPI for Canada (Base 2002) for the twelve months ending December 31, 2021 is greater than the average monthly CPI for Canada for the 12 months ending December 31, 2020 a one-time lump sum payment will be made prior to March 31, 2022 based on the following table:

PERCENTAGE CHANGE IN CPI	PAYMENT AS A PERCENT OF GROSS EARNINGS Jan 1, 2021 - December 31, 2021
>=3.50<4.00	0.00
>=4.00<4.50	0.50
>=4.50<5.00	1.00
>=5.00	1.50

2. (a) The following job classifications shall have start and progressional rates as specified in 2(c):
Job Class 2 - Labourer, Maintenance Person, Power Line Technician Entry Level
- (b) All employees hired to the Employer after May 1, 1998 shall have start and progressional rates as specified in 2(c)
- (c) Starting Rate - Ninety (90) per cent of rate for the specific job class.
After three (3) months employment - Ninety-five (95) percent of rate for the specific job class.
After six (6) months employment - One hundred (100) percent for the specific job class

3. The following rates will apply effective May 1, 2018 to students hired during the period April 15th and September 30th:

	May 1, 2021	May 1, 2022	May 1, 2023
First Year	\$15.16	\$15.46	\$15.77
Second Year	\$15.64	\$15.95	\$16.27

4. The Union or the Employer has the right to discuss reasonable adjustment during the life of this Agreement. It is understood that 'reasonable adjustment' means a consideration of individual job rates in cases of major job changes or added responsibility. It is clearly understood that requests to discuss job classifications must be submitted in writing by the Union thirty (30) calendar days prior to the expiry of the Agreement for discussion and settlement before the opening of the general wage conference. Failure to agree on any such cases shall in no way interfere or affect the term of the Agreement concerned or delay settlement of the Agreement.
5. The Union shall appoint a committee to work with a committee appointed by the Employer to develop job descriptions which will facilitate the classification of labour applicable under this Agreement.

LETTER OF AGREEMENT # 1

BETWEEN

**THE POWER WORKERS' UNION, CUPE LOCAL 1000
OUTSIDE WORKERS**

AND

PUC SERVICES INC.

The purpose of this letter is to confirm the position of the Employer with respect to a number of issues related to the Outside Workers Agreement. Specifically, the employer during the life of the 2021-2024 agreement will:

- 1) Prepay compensation payments and recover the payment from the employee after he has received payment from the Workplace Safety And Insurance Board.
- 2) The Employer and the Union will form a joint Labour Management Committee that will meet every three (3) months. The Employer will prepare a schedule, with input from both parties. The committee shall be comprised of three (3) representatives from each of the Union and the Employer. The meeting will have a standing agenda including, but not limited to:

Human resources issues
Staff development
Strategic planning implementation

Either party can request a special meeting by submitting an agenda to the other, and such meeting will be set at a mutually agreeable date.

- 3) Continue to make available extended health care and dental plan benefits to all retired personnel with associated premiums to be billed to the participating retirees except as cover by the Collective Agreement.
- 4) Allow employees to take a third week of their vacation entitlement during the summer months, when in the opinion of the supervisor, the extra summer vacation will not seriously interfere with the employer's operations.
- 5) Ensure that power line technician, substation electrician and meter technician trainees will become journey persons after all certificate qualifications have been met.
- 6) Continue the practice of allowing plant operators to have the option of receiving another scheduled working day off with pay at a time mutually agreed to by the parties, provided the only additional cost incurred by the employer is the cost of temporary upgrading.

POWER WORKERS' UNION

PUC SERVICES INC

DATE

LETTER OF AGREEMENT # 2

BETWEEN

**THE POWER WORKERS' UNION, CUPE LOCAL 1000
OUTSIDE WORKERS**

AND

PUC SERVICES INC.

The parties agree, subject to any legislation amendments, an employee is considered to be in the course of their employment and therefore, covered under the workplace safety and insurance act while in transit to make an emergency or after hours call, regardless of the fact the worker is not paid for the trip to the service centre to pick up the truck.

POWER WORKERS' UNION

PUC SERVICES INC

DATE

LETTER OF AGREEMENT # 3

BETWEEN

**THE POWER WORKERS' UNION, CUPE LOCAL 1000
OUTSIDE WORKERS**

AND

PUC SERVICES INC.

ONTARIO HEALTH INSURANCE PLAN

It is agreed that the employer will reinstate the policy of paying one hundred per cent (100%) of the rates of the Ontario Health Insurance Plan or any equivalent plan which may be introduced should OHIP rates change from being employer based through the employer health tax to being employee based. The OHIP benefit will be reinstated in accordance with the provisions found in the 1989 - 1991 Labour Agreement between the Employer and Local 3.

POWER WORKERS' UNION

PUC SERVICES INC

DATE

LETTER OF AGREEMENT # 4

BETWEEN

**THE POWER WORKERS' UNION, CUPE LOCAL 1000
OUTSIDE WORKERS**

AND

PUC SERVICES INC.

This letter is in effect for the duration of the agreement and may be extended by mutual agreement between the parties.

The parties agree that the overarching objective of this letter is to support students in achieving meaningful learning through practical application of academics within the company.

The hiring of students for specific projects will be on an employer/union mutually agreeable basis with the following criteria:

- a) The Labour/Management Committee will approve all student projects and the nature of the work to be performed. The project will have a specified duration.
- b) The project duration may be extended by mutual consent.
- c) No regular or probationary employees will be displaced, laid off or lose wages while there is a student in the workplace.
- d) The student shall be paid from the student wage schedule unless other funding is provided. Where the student wage is paid by the employer, the student shall pay union dues.
- e) The hiring of students is for specific projects and therefore there is no intent for continuous employment.
- f) Management will review results of the summer student selections with the Principal Steward.

POWER WORKERS' UNION

PUC SERVICES INC

DATE

LETTER OF AGREEMENT #5

BETWEEN

**THE POWER WORKERS' UNION, CUPE LOCAL 1000
OUTSIDE WORKERS**

AND

PUC SERVICES INC.

PRODUCTIVITY GAIN

It is mutually agreed that increases in productivity are of mutual benefit to the employees and the company.

Between May 1 and September 30 of each year, employees will be required to take their lunch breaks on the job. Employees will eat their lunch during a 20 –minute lunch break at the work site and such time will not be deducted from the employee's pay. For example, an employee who starts their shift at 8:00 a.m. And eats their lunch on the job will end their shift at 4:00 p.m. And be paid eight (8) hours. In consideration, the company will pay double time for all overtime worked during the period May 1 to September 30. It is agreed that employees will adhere to these provisions in good faith.

POWER WORKERS' UNION

PUC SERVICES INC

DATE

LETTER OF AGREEMENT # 6

BETWEEN

**THE POWER WORKERS' UNION, CUPE LOCAL 1000
OUTSIDE WORKERS**

AND

PUC SERVICES INC.

CO-OP STUDENTS

The parties agree to enter into a restricted mid-term agreement, which is intended to permit and facilitate the temporary placement of Community Colleges lines technician coop students for a period of up to sixteen (16) weeks, subject to the terms contained herein.

PUC Services Inc. supports the Community College powerline technician program and accordingly, commits to providing a work experience placement for a co-op student who is enrolled in the program. This is a two year program comprising of 2 eight (8) month sessions of classroom training at the College, IHSA and Mearie training (level 1 & 2), followed by a 2 four (4) month work placements. The students will be registered as Powerline Technician Apprentices with the Ministry Of Colleges and Universities.

The parties agree to allow one co-op student from a Community College who is enrolled in this program to be placed into PUC services for up to two (2) four month terms. The first term will commence on September 4th. We will review the mid-term during negotiations in 2008 to see if we need to extend it or expand it beyond this one student. The following are the principles we agreed to:

1. The student's wage rate will commence at \$18.00 per hour for the first four month term. If the student returns to PUC Services Inc. For the second four month term, the wage will be midway between \$18 and the current entry level apprentice rate.
2. In the event this student is successful to a vacancy, they will receive regular status and will not have to serve a probationary period. The time spent during the two work terms will be credited toward the entry level rate (e.g. If the student spends 8 months total for the two work terms, he/she will spend four months at the entry level apprentice rate and then move to the next step in the salary grid). The rationale for this is that the time spent on the work terms is recognized time to qualify for journey person status.
3. The student will be in the bargaining unit and will pay union dues.
4. This Letter of Settlement is made without prejudice or precedent to any other future matters between the parties.

POWER WORKERS' UNION

PUC SERVICES INC

DATE

LETTER OF AGREEMENT # 7

BETWEEN

**THE POWER WORKERS' UNION, CUPE LOCAL 1000
OUTSIDE WORKERS**

AND

PUC SERVICES INC.

TEMPORARY VACANCY

When the employer knows that a temporary vacancy of greater than 6 months will occur, the employer will provide a notice with a minimum of three (3) working days to employees covered by the collective agreement affected, providing details of:

- a) Duration of the vacancy and
- b) Qualifications required

Interested employees may submit a letter stating their desire to be considered for the vacancy with current qualifications matching those required.

Selection of a candidate will be made on matching qualifications, potential effects on the employee's department, availability of replacement staff and training of replacement staff.

Regular employees will be given first consideration for the temporary vacancy/position. Any subsequent vacancy may be filled, at the discretion of management. Such subsequent vacancy will be filled through temporary upgrades from within the department.

POWER WORKERS' UNION

PUC SERVICES INC

DATE

LETTER OF AGREEMENT #8

BETWEEN

**THE POWER WORKERS' UNION, CUPE LOCAL 1000
OUTSIDE WORKERS**

AND

PUC SERVICES INC.

RE: FLEX HOURS

The parties agree that individual departments may make arrangements for hours that differ from article 16.01, provided the following principles apply:

- (a) Where an employee or crew present a modified work day plan to their supervisor and the plan contains:
- (b) The names of individual(s) who represent the skills and experience necessary to safely perform the job,
- (c) The work plan provides for 80 hours per pay period,
- (d) The plan meets the customer needs,
- (e) The plan meets operational needs,
- (f) The personnel assigned are available to work the full plan, and
- (g) Where and when necessary, the plan may be modified by the supervisor.

Then, those employees who have volunteered to work flex hours may be allowed to do so. Employees will not be forced to change their hours of work to the flex hours. Those employees who wish to return to the regular hours of work may do so upon 30 days notification.

This agreement may be implemented by a department subject to a union vote of at least 51%. The agreement may be cancelled by a department subject to 30-calendar days' notice.

POWER WORKERS' UNION

PUC SERVICES INC

DATE

LETTER OF UNDERSTANDING #9

BETWEEN

**THE POWER WORKERS' UNION, CUPE LOCAL 1000
OUTSIDE WORKERS**

AND

PUC SERVICES INC.

Whereas the parties to this agreement believe that joint training of workers and management members is the recommended approach and whereas the parties to this agreement wish to have more than one certified worker and management member, the following is agreed to:

1. That each Union Local will select a worker member for certification.
 - (a) that two management members will be selected for certification.
 - (b) that Infrastructure Health and Safety Association (IHSA) will be the designated Health And Safety Delivery Organization (HSDO) for core certification training.
 - (c) that the union members of the Health And Safety Committee will be elected or appointed for a three (3) year term.
 - (d) that the Certified Workers referred to in item #1 will alternate on an annual basis as the recognized certified worker.

That the PUC Services Inc. will assume the cost of certifying the additional members above the one (1) worker and management certified members.

The parties further agree that where this agreement cannot be enforced or if any party wishes to withdraw (with six (6) months notice) that the parties will revert to one (1) certified union member between the locals and one (1) certified management member for the Joint Health and Safety Committee.

POWER WORKERS UNION

DATE

PUC SERVICES INC.

LETTER OF AGREEMENT #10

BETWEEN

**THE POWER WORKERS' UNION, CUPE LOCAL 1000
OUTSIDE WORKERS**

AND

PUC SERVICES INC.

RE: LEAVES OF ABSENCE

The parties agree that the following interruption shall be read into the words of the collective:

The subject agreements make provision for an employee to be on an authorized leave. The leave may be for the purposes of vacation, sickness, personal, union, bereavement or for such other reason as provided.

When an employee commences that leave, the leave is not convertible to another leave until the original block leave duration is completed. At that point, the employee may commence another leave, provided the employee has applied for, is qualified for and is approved for the subsequent leave.

Definition

"block leave" is defined as the period from the commencement of the first shift for which the employee will be off work to the commencement of the shift for which the employee is to return to work. The period of time includes weekends and statutory holidays.

POWER WORKERS UNION

DATE

PUC SERVICES INC.

LETTER OF AGREEMENT #11

BETWEEN

**THE POWER WORKERS' UNION, CUPE LOCAL 1000
OUTSIDE WORKERS**

AND

PUC SERVICES INC.

RE: TRAVEL TIME FOR TRAINING

The parties agree that as a result of the negotiations for a collective agreement renewal that the Company policy on travel expenses is agreed to, as it applies to travel time detailed below.

Travel time, for the purpose of training, which is conducted outside of an employee's scheduled working time, will not be compensated.

POWER WORKERS UNION

DATE

PUC SERVICES INC.

LETTER OF AGREEMENT #12

BETWEEN

**THE POWER WORKERS' UNION, CUPE LOCAL 1000
OUTSIDE WORKERS**

AND

PUC SERVICES INC.

RE: VACATION ADJUSTMENT - CHANGE OF PRACTICE

In the past, there have been situations where an employee, in error, has either not taken all of their vacation entitlement or has taken more than their entitlement. This is normally found in the year end audits and is adjusted.

In the case of underutilization, the extra time is added on to the employee's next year's allotment. When there has been an over utilization, the employee covers this through an unpaid paid leave of absence. As of this year, this procedure can now result in the employee having to make some corrective action with OMERS, which may result in a financial transaction.

In order to reduce the need for OMERS adjustments and a financial cost to the employee, we would propose that an adjustment in the employee's vacation allotment be made. The adjustment would reflect the actual usage or unused portion of their vacation and result in a negative or positive adjustment to the next year's annual entitlement.

Where an employee may object to this administrative action, then they could conduct the necessary transactions with OMERS, which could result in their having to pay both portions (leave over 30 days - 12.02/ 11.02) of the adjustment costs, according to OMERS policy.

POWER WORKERS UNION

DATE

PUC SERVICES INC.

LETTER OF AGREEMENT #13

BETWEEN

**THE POWER WORKERS' UNION,
CUPE LOCAL 1000
OUTSIDE WORKERS**

and

PUC SERVICES INC.

Re: SHORT NOTICE LEAVE OF ABSENCE

The following item was agreed to during the 2004 negotiations:

"The parties agree that an individual employee may arrange for up to two (2) shifts per calendar year of mutually agree to time-off. The time-off is a short notice request to attend to an immediate need. The time-off will be made up, hour for hour (not at overtime premiums) within thirty (30) calendar days."

Guideline for Use

1. The provisions of the leave is based upon the principal used in granting Emergency Leaves under the Employment Standards Act, except they are limited to two (2) days in a calendar year. The days are with pay and the time is to be made up.
2. The Leave is not granted to extend or expand to other approved time away from work, ie. vacation, bereavement, etc.
3. It is expected that the leave will be of a sudden nature to attend to an urgent unplanned event.
4. The time to be made up is extra time worked, not subject to flex, productivity, premium pay, or any existing plan, program or provision.
5. The extra work is to be conducted within thirty (30) days of the time taken.
6. The requested Leave would be in blocks of days, not hours, except for hours remaining from a shift, not worked as a result of the request.

POWER WORKERS UNION

DATE

PUC SERVICES INC.

LETTER OF AGREEMENT #14
TRANSFER OCWA EMPLOYEES

PUC Services Inc. has obtained a contract to operate and maintain the Water and Wastewater facilities for the Town of Blind River. Effective with the transfer of this contract, two Ontario Clean Water Agency (OCWA) employees, members of the Ontario Public Service Employees Union, will be hired and join PUC Services Inc. These employees will become members of the Power Workers' Union bargaining unit immediately upon hiring at PUC Services.

This Agreement between PUC Services Inc. and the Power Workers' Union provides for the following to occur:

1. Those employees being displaced from OCWA as a result of the contract transfer will transfer with their full seniority for purposes of their wage rate, employee benefits, vacation and job postings. These employees will not be afforded displacement rights outside of Blind River and PWU bargaining unit members outside Blind River will not be afforded displacement rights into Blind River. Any new hires into the Blind River Operations Department, other than those listed in this letter, will be afforded all rights in accordance with the current PWU collective agreement.
2. Vacation entitlement and scheduling will be in accordance with the current PWU collective agreement provisions.
3. The former OCWA employees will form a new department designated as the Blind River Operations Department, reporting to the Supervisor Water Treatment Operations within the existing Water Treatment Operations Department.
4. No existing employee shall be laid off as a direct result of the transfer of OCWA employees to PUC Services Inc.
5. Wage classifications will be as follows:
 - Water Treatment Operator Lead Hand – Job Class 14
 - Water Treatment Operator Class 3 – Job Class 10
 - Water Treatment Operator Class 2 – Job Class 7
 - Water Treatment Operator Class 1– Job Class 5
 - Water Treatment Operator-In-Training – Job Class 4The above rates progress as per the Collective Agreement.
6. The two employees will be classified as follows:
 - Rick Jensen – Water Treatment Operator Class 2 Job Class 7
 - Sean McGhee – Water Treatment Operator Lead Hand Job Class 14
7. Management will provide a proposed job document for the classifications to the Joint JE committee for content and review by January 1, 2012.
8. The union reserves the right to pursue any disagreement through the normal process.

PUC Services Inc.

Dated

Power Workers' Union

LETTER OF AGREEMENT # 15

BETWEEN

THE POWER WORKERS' UNION, CUPE LOCAL 1000
OUTSIDE WORKERS

and

PUC SERVICES Inc.

Re: Job Classifications

The parties agree that the objective of this Letter of Agreement is to have a common understanding and an agreed-to process on how to deal with newly created job descriptions, Management initiated changes to a current job description or an Employee initiated job description review.

The following processes outline how the reviews mentioned above will proceed.

1. New Job Description

- a. Management creates the proposed job description
- b. The proposed job description is sent to the PWU
- c. The PWU reviews the proposed description and provides comments
- d. Management finalizes the job description
- e. Management and the Union negotiate a wage rate.
- f. If there is a disagreement on the wage rate the matter will be addressed through the grievance process.

2. Management Initiated Change to a Current Job Description

- a. Discussion between the Manager and current incumbent(s) takes place on the job description content and the proposed change(s)
- b. Management modifies job description.
- c. The modified job description is sent to the current incumbent(s) and the PWU
- d. The PWU reviews the proposed description and provides comments
- e. Management finalizes the job description
- f. PWU and Management negotiate a wage rate
- g. If there is a disagreement on the wage rate the matter will be addressed through the grievance process.

3. Employee Initiated Job Review

- a. Discussion between the Manager and current incumbent(s) takes place on job description content and proposed change(s)
 - b. Employee(s) reviews and modifies current job description
 - c. The modified job description is sent to the current incumbents, Management and the PWU
 - d. If Management agrees to the proposed change(s) to the current job description:
 - i. PWU and Management negotiate a wage rate
 - ii. If there is a disagreement on the wage rate the matter will be addressed through the grievance process
 - e. If Management disagrees with a proposed change in the current job description:
 - i. Management notifies the current incumbent(s) and the PWU
 - ii. The matter will be addressed through the grievance process
4. For purposes of the collective agreement, Article 6 - Redress Procedure, time will start after notification has been given by either party as envisioned under 1(e), 2(f), 3(d)(ii) or 3(e)(ii) noted above.

This letter is in effect for the period May 1, 2014 to April 30, 2018 and may be revised by mutual consent of both the parties.

PUC Services Inc.

Dated

Power Workers' Union

LETTER OF AGREEMENT #16

BETWEEN

THE POWER WORKERS' UNION, CUPE LOCAL 1000 OUTSIDE WORKERS

And

PUC SERVICES INC.

Re: New Labourer Classification

The parties agree that the objective of this Letter of Agreement is to have a common understanding and agreement to provide the starting flexibility and adjust the hours of work as required by the Employer in the creation of a new Labourer job classification in the Corporate Services Department.

It is agreed that the following provisions will apply to the Labourer job classification within the Corporate Services Department.

1. The Employer will hire four (4) regular full-time Labourers to form part of the Corporate Services Department. These positions will be bargaining unit positions and as agreed will be paid the Job Class 2 rate as per the job description. The number of positions may increase and/or decrease in the future, subject to the staffing needs of the Employer.
2. The Labourer position will be assigned to provide general support to other departments throughout the organization, as required. The duration is to be determined by the Employer.
3. When re-assigned to another department, the Labourer position will receive direction from the Supervisor and Manager within the host department and will be expected to follow practices, standards, policies and procedures of the host department.
4. Should overtime become available while assigned to another department, this position will be eligible for overtime as per the practice of the host department. Available overtime within the Corporate Services Department will be offered first to the employees in the Maintenance Person position and only if exhausted, will it then be offered to the Labourer's position.
5. The hours of work will vary and may commence up to three (3) hours prior to or three (3) hours after the normal start time as identified in Article 16.01 for the regular workday (i.e. start time could be as early as 0500 hours and as late as 1100 hours) and will form the normal hours of work for the Labourer position with payment of wages at the regular straight time hourly rate. The Employer will provide two (2) weeks' notice of a change to the hours of work of the employees within the Labourer job classification or be subject to the overtime provisions of the collective agreement.
6. Split shifts will not be instituted.
7. The Employer reserves the right to exercise the Special Shift option in the collective agreement and create 4-12 shift as per article 16.03, if required.

8. When re-assigned, the employees in the Labourer position will assume the hours of work of the host department, as determined by the Employer, which may include hours as established through a departmental flex time agreement.
9. Vacations will be scheduled within the Corporate Services Department but will be booked independently of the Maintenance Person job classification. No more than one employee in the Labourer job classification will be allowed off during prime time as identified in Article 10.08 (a).
10. It is not the intention of the Employer to reduce the number of existing staff within the Water Distribution or Corporate Services Department with the introduction of the Labourer position.
11. While in Corporate Services, up to 2 Labourers at any one time may be called out by other departments if available and deemed qualified by the Manager of the call-out department.

This letter becomes effective March 4th, 2013 and can only be altered by mutual consent of both parties.

PUC SERVICES INC.

POWER WORKERS' UNION

DATE

LETTER OF AGREEMENT #17

BETWEEN

THE POWER WORKERS' UNION, CUPE LOCAL 1000

OUTSIDE WORKERS

And

PUC SERVICES INC.

RE: Large Capital Project Wage and Overtime Protection – Line Operations Department

Sunset

The parties understand that this is a new method of applying paragraph 3.04 to the Line Operations Department for Large Capital Projects. As a result, the parties agree to the following on a trial basis. This agreement will therefore expire December 31, 2023, unless extended or amended by mutual agreement of the parties.

Application

This Letter of Agreement applies only to PWU members in the Line Operations Department and only to contracts with a value of \$250,000 or more that are capital projects, and are accounted for as such in Ontario Energy Board (OEB) accounting guidelines (hereinafter "Large Capital Projects"). "Line Operations Department" shall include the current organizational unit by that name and any successors to it;

All other contracting out shall be done in accordance with the terms of the existing collective agreements, including Article 3.04. For clarity, the intention of the parties is that this LOA will not affect (and will not be used by either of them to claim any effect) on the rights and obligations of either party in respect of contracting out work apart from Large Capital Projects.

Background

The Parties recognize that the Employer is contemplating Large Capital Projects that for various reasons cannot be completed by the PUC workforce. (This does not mean that all projects over \$250,000 WILL be contracted out)

The Parties wish to articulate how protection of work and overtime rights will be managed for these Large Capital Projects in light of the protection of PUC Employees mandated by Article 3.04.

The Parties are aware of and will abide by the *Thomlinson* arbitration decision.

The parties agree as follows:

Mechanism – Overtime Eligibility Guarantee

1. Where the Employer contracts out a Large Capital Project that would include the work of the Line Operations Department at any time during the calendar year, the department will be entitled to a minimum overtime eligibility guarantee to ensure that the department does not lose wages as a result of contracting out;
2. This mechanism will be triggered for the entire calendar year where the Employer contracts out one or more Large Capital Projects during that calendar year;
3. Where the Employer contracts out a Large Capital Project, the Line Operations Department shall be entitled to overtime work equal to, at a minimum, 3750 hours for the year.
4. Overtime referred to in paragraph 3 above will be offered based on existing overtime call out process. To the extent that such minimum overtime work is not available and offered to the Line Operations Department as above, the Line Operations Department members shall receive payment equal to the difference between the minimum hours in paragraph 3 above and the number of overtime hours actually offered at the double time rate listed in Article 16. Such payment to be divided equally among eligible PWU members in the Line Operations Department.
5. Additionally, no employee of the Line Operations Department shall lose employment, or be demoted as a result of the contracting out of the work of the employee's department.
6. On a one-time basis, the Employer shall, by April 1, 2022 post and fill (if qualified candidates unavailable the Employer will continue to post until successful) three (3) Power Line Technicians and/or apprentice in the PWU bargaining unit, in addition to current complement. The Jobs shall be regular full-time positions for all purposes under the Collective Agreement.

This letter becomes effective on ratification of this collective agreement and, unless the parties agree otherwise in writing, shall terminate at the end of the term of the collective agreement resulting from the current round of bargaining. The terms of this letter can only be altered in writing and by mutual consent of both parties.

PUC SERVICES INC.

POWER WORKERS' UNION