



Collective Agreement

Between Brantford
Power Inc.
and
The Canadian Union
of Public Employees,
Local 181,
Brantford Power Unit

April 1, 2021 – March 31, 2023

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THIS AGREEMENT entered into at Brantford, Ontario as of the first day of April 1, 2021

BY AND BETWEEN:

BRANTFORD POWER INC.
(Hereinafter referred to as the "Employer")

OF THE FIRST PART and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 181
BRANTFORD POWER UNIT
(Hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1 – GENERAL PURPOSE

1.01 Whereas, in the interests of the efficient conduct and administration of the Employer's affairs, it is desirable that there shall obtain harmonious relations, fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge, seniority in the service and security of tenure of office; now therefore witnesseth that the parties hereto covenant and agree as follows:

ARTICLE 2 – RECOGNITION AND COVERAGE

2.01

- a) The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Brantford Power Inc. set forth in Schedule "A" & "B" attached hereto, save and except Directors and above, Managers, Senior Foreperson, Forepersons, Supervisors, Administrative Coordinator, Senior Financial Analyst, Senior Regulatory Analyst, Settlement Energy Metering Officer, Regulatory Analyst and those members of the BPPAE as well as those excluded under the Ontario Labour Relations Act and those represented by another trade union.
- b) It is understood that all employees in the classifications in Schedule "A" & "B" are included in the bargaining unit. Full-time does not include employees who work twenty-four (24) hours or less per week, which are Part Time employees.

C) STUDENTS - GENERAL

The parties agree that:

- i. Students will become members of the Union and will pay Union Dues and/or assessments as advised by the Union upon commencement of employment.
- ii. Students will be hired for their specific work term or vacation period and shall not acquire seniority during their employment.
- iii. Students, except as otherwise specified, shall be paid in accordance with the schedule of rates attached hereto as Schedule "B".
- iv. The Union recognizes the right of the Employer to assign students such work as may from time to time become available provided that such students shall not be hired to replace regular employees on the seniority list or to substitute for seniority positions when they become vacant except as otherwise provided herein.
- v. It is agreed by the parties that students are hired to complement the staff and work generally under the guidance of regular union and/or non-union staff.
- vi. Employees hired for a specific Government Subsidized Program shall not serve a probationary period and shall not acquire seniority during their employment. The terms and conditions as set forth for each particular program will be detailed in a Letter of Understanding to the President and Unit Chairperson, which will be mutually agreed to by the parties. Employees shall have the right to grieve from the first day of hire under the provisions of the Grievance Procedure as in Article 5 of the Collective Agreement with respect to matters of monetary, disciplinary or dismissal. The participation in benefits will be subject to the terms of the particular Government Subsidized Program and participation will be subject to the conditions of this Collective Agreement. Employees hired under these programs shall not be hired to replace regular employees on the Seniority List.
- vii. Clerical employees hired for a specific Government subsidized program shall be paid no less than the minimum rate of Level "1", Salary Schedule "A".
- viii. The union is to be forwarded copies of the Corporation's application for program funding and terms of reference for the program.

- ix. The union will be provided with notification of the names of employees hired under Government Subsidized Programs.

d) STUDENTS – POST SECONDARY CO-OP PLACEMENTS:

- i. **CO-OP Students hired for work terms from recognized post secondary programs will be compensated at a level consistent with the achieved level of the proposed job description evaluated by the Joint Job Evaluation Committee using the CUPE Job Evaluation Manual.**
- ii. **Work assignments to these individuals shall include the type and variety of work necessary for the CO-OP student to gain credit for the work term in keeping with the Post Secondary Institution's minimum program requirements.**
- iii. **CO-OP students will be given credit for actual work terms completed even if with other employers and will be compensated at the level commensurate with this level of program completion.**
- iv. **The Union recognizes the right of the Employer to assign students such work as may from time to time become available provided that such students shall not be hired to replace regular employees on the seniority list or to substitute for seniority positions when they become vacant except as otherwise provided herein.**
- v. **It is agreed by the parties that students are hired to complement the staff and work generally under the guidance of regular union and/or non-union staff.**

2.02 The term "employee" or "employees", as used in this Agreement, unless it is clearly specified otherwise, shall mean only those employees who are included in the bargaining unit as described above.

2.03 No member of management shall perform the duties of positions performed by employees covered by this Agreement, save and except for a period of no longer than thirty (30) working days in cases of emergency, during periods of instruction, or when employees normally performing the duties are not available.

To enable more efficient operations, Management may assign new work, tasks or duties or reassign other work, tasks or duties currently performed by non-bargaining unit members to bargaining unit members. The assignment of such work, tasks or duties shall not result in such work, tasks or duties becoming the exclusive work of the bargaining unit. The Employer will provide a list of the duties/tasks and an

approximate time frame, not to exceed three (3) months, unless extended by mutual agreement in writing.

- 2.04 No employee who has completed five (5) years of service shall be laid off as a result of contracting out of work regularly performed by members of this bargaining unit on the seniority list.

ARTICLE 3 – RELATIONSHIP

- 3.01 The parties agree that no employee shall, in any manner, be discriminated against or coerced, restrained or influenced. The parties agree to share a commitment to reach beyond the standards set in compliance with those outlined by the Ontario Human Rights Code, the Occupational Health and Safety Act and the Ontario Labour Relations Act.
- 3.02 The Employer agrees that all present employees shall remain, and new employees shall become, members of the Union when they commence employment. Within one (1) week of commencing employment, the employee's immediate supervisor or designate, shall introduce all new employees to his/her Unit Chairperson. The Unit Chairperson shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Union.
- 3.03 The Employer agrees to acquaint new employees with the fact that this Agreement is in effect and with the conditions of employment set out in this Article and Article 15. The Employer will supply each employee with a copy of this Agreement. The Employer and the Union shall each have a signed original copy of this Agreement and an additional signed original copy shall be provided to the Ministry of Labour. The Employer shall provide the Recording Officer of the Union with **one (1)** printed and a digital copy of the Agreement.
- 3.04 Upon request, subject to the approval of the Manager, or designate, as to time, arrangements will be made with the Employer's designated Human Resources Representative for an employee to have access to and review his/her file and shall be permitted to respond in writing to any document contained therein. Such response shall become part of the personnel file. An employee may photocopy any material contained in his/her personnel file. Such review will be held in the presence of the Employer's designated Human Resources Representative and such request shall not be unreasonably withheld. The presence of such a response in the employee's file shall not be construed as being an acceptance by the Employer of the statements contained therein

either as to fact or opinion.

ARTICLE 4 – RESERVATION OF MANAGEMENT FUNCTIONS

4.01 The Union acknowledges that it is exclusively the function of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Hire, discharge, direct, transfer, promote, demote, lay-off and suspend, or otherwise discipline employees, providing that a claim of discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without just cause, may be subject to a grievance and dealt with in accordance with the grievance procedure;
- c) Make and alter, from time to time, rules and regulations to be observed by the employees, provided they are not inconsistent with the provisions of this Agreement;
- d) Generally, to manage the office and to direct the work of the employees and, without restricting the generality of the foregoing, to determine the number of personnel required and the methods, procedures and equipment to be used and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement; and
- e) Where a decision is made by the Employer affecting a group of employees, the Unit Chairperson, or designate, and the CUPE National Servicing Representative shall be notified by the Employer's designated Human Resources Representative as soon as it is practicable but, in any event, not later than thirty (30) days prior to the decision being implemented or such time limits as specifically contained in this Agreement.
- f) When requests are made to the Employer by an employee in accordance with the Agreement or where transfers are made of a temporary nature within the terms of this Agreement (no longer than six (6) months' duration), such notification or request shall pass between the Employer and employee.

4.02 The Employer agrees that these functions shall be exercised in a manner consistent with the provisions of this Agreement.

4.03

- a) When it is necessary to discipline an employee, the Unit Chair or alternate shall be advised of the meeting in advance to ensure a representative will attend with the employee. The discipline shall be made in private. Another management representative may be in attendance.
- b) In the event that an employee has been reprimanded as outlined in 4.03 (a), such employee shall be provided, in writing, the particulars which caused the reprimand and the Unit Chairperson shall receive a copy.
- c) Such reprimand shall remain on an employee's record for a period of eighteen (18) months.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 In order to provide an orderly procedure for the servicing of differences between the parties and the employees' grievances which may arise hereunder, the Union may establish a Unit Grievance Committee, not more than three (3) of whom may attend meetings with the Representatives of the Employer, and the Unit Chairperson shall notify the Employer's designated Human Resources Representative in writing, of the names of the members of the Unit Grievance Committee and any change thereto before the Employer shall be required to recognize them. Only two (2) duly authorized members of the Unit Grievance Committee, together with the Department Steward concerned constituting the three (3) members shall assist employees or attend meetings as provided in the Grievance Procedure.

5.02

- a) It is understood that members of the Grievance Committee and other recognized Committees have their regular work to perform on behalf of the Employer and that if it is necessary to service a grievance or perform other Union functions connected with the Agreement during working hours, they will not leave their work without first obtaining the permission of the Manager, or designate, which permission will not be unreasonably withheld. When resuming their regular work, they will report to the Manager, or designate and, if required, will give a reasonable explanation as to their absence.
- b) It is understood that permission requested of a Manager as it appears in any articles of the Agreement, should the Manager not be available, the request shall be made to the next member of Management available in the Department.

5.03 The Union may have the services of a representative of the Canadian Union of Public Employees to assist in the hearing of grievances, as provided under the

terms of this Agreement, and at mediation and arbitration and at negotiations.

- 5.04 When an employee has a complaint arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement, he/she shall present his/her complaint to his/her Supervisor no later than fifteen (15) working days following the date upon which he/she should have become aware of the circumstances which led up to the complaint. In the case of a complaint, requesting a monetary settlement, the limitation shall be extended to one (1) calendar year. The Supervisor shall have five (5) working days to verbally reply to the complaint. Failing satisfaction, the grievance may be dealt with in the following manner and sequence:

STEP 1

The employee in the presence of his/her Union Steward, shall present his/her alleged grievance in writing signed by the employee involved, to his/her Manager or Designate within seven (7) working days after receiving the verbal reply to the complaint. The Manager or Designate shall render his/her decision to the grievor with a copy to the Union Steward in writing within five (5) working days.

STEP 2

Failing settlement under Step 1 of the Grievance Procedure, the Unit Grievance Committee may submit the grievance in writing to the CEO or Designate within five (5) working days of receiving the decision in Step 1. The CEO or Designate shall grant the Union Grievance Committee a hearing within ten (10) working days. The CEO or Designate shall render the Employer's decision in writing within ten (10) working days to the Unit Grievance Committee with a copy to the Grievor. It is understood that the CEO or Designate may have the assistance of any other management representatives.

- 5.05 Failing settlement under Step 2 of any differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such difference may be taken to arbitration as provided in Article 6 herein, and if no written notification is received within forty (40) calendar days after the decision in Step 2 is given, it shall be deemed to have been abandoned.
- 5.06 Any complaint or grievance concerning or affecting a group of employees shall be originated under Step 2.
- 5.07 The time limits provided under the Grievance Procedure may be extended, in writing, by mutual agreement of the parties.

5.08 **A Policy Grievance is defined as one which involves a question relating to the interpretation, application or administration of this Agreement, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitral. A Policy Grievance may be submitted by either the Union or the Employer beginning at Step 2 of of the Grievance Procedure. However, such grievance shall not include matters upon which employee(s) are personally entitled to grieve.**

5.09 **DISCIPLINE:**

A claim by any employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended for three (3) working days or more shall be treated as a grievance if a written statement of such grievance is received and date stamped within (5) working days after the discharge or suspension is affected. Such special grievance may be settled under the Grievance, Mediation or Arbitration Procedures by:

- a) Confirming the Employer's action in dismissing or suspending the employee;
- b) Re-instating the employee with full compensation for the time lost; or
- c) By any other arrangement which may be deemed just and equitable.

5.10 All decisions arrived at between the representatives of the Employer and the Union shall be final and binding upon the Employer, the Union and the employee or employees concerned.

5.11 It is agreed that an appeal by an employee to an elected or appointed non-staff official of the City Council or Shareholder or Board of Directors over a matter that is being or could be grieved under the terms of this Agreement or could be the subject of an appeal under Article 10 of the Job Evaluation Plan shall constitute a breach of this Agreement. Violation of this clause shall render an employee liable to disciplinary action up to and including dismissal.

5.12 It is understood that the Union may have the services of the local Union Chief Steward without loss of pay to assist in the hearing of grievances at Step 2 and thereafter of the Grievance Procedure.

5.13 **MEDIATION:**

Unresolved grievances may be referred to mediation upon mutual agreement of the parties. Such request for referral shall be made by the requesting party within five (5) working days after the disposition of Step 2 and a response from

the responding party shall be issued to the requesting party within five (5) working days. The mediator shall be selected by mutual agreement of the parties and costs shall be shared equally. The mediator shall endeavour to assist the parties to settle the grievance by mediation.

In cases where the responding party declines mediation, the timelines to file the matter for arbitration shall commence upon the date the requesting party receives the written response of denial from the responding party. In cases where the matter is placed before a mediator but is not resolved to the satisfaction of the parties, the timelines to file for arbitration shall commence upon completion of the mediation stage.

ARTICLE 6 – ARBITRATION

6.01 When a dispute arises in respect of any of the matters covered by this Agreement, including;

- a) the interpretation, application or administration of this Agreement, or
- b) when an allegation is made that this Agreement has been violated, and if a satisfactory settlement cannot be reached through the process provided for under Article 5, the matter in dispute may be submitted by the Corporation or the Union to Arbitration.

6.02 SINGLE ARBITRATOR:

Either of the parties to this Agreement may notify the other party in writing of its desire to submit the matter in dispute to a single arbitrator. If the recipient of the notice and the party desiring the arbitration do not, within a period of ten (10) working days after the receipt of the said notice agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

6.03 BOARD OF ARBITRATION:

Either of the parties to this Agreement desirous of exercising this provision shall notify the other party in writing, and at the same time nominate a representative. Within five (5) working days thereafter the other party shall nominate a representative. The two representatives so nominated shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within a period of five (5) days following the date of their appointment either representative will then

request the Minister of Labour for the Province of Ontario to appoint a Chairperson.

- 6.04 Any Single Arbitrator/Arbitration Board appointed pursuant to this Article has no jurisdiction to alter, modify or amend the Collective Agreement or make any decision that is inconsistent with the provisions of this Agreement.
- 6.05 The decision of the Single Arbitrator/Arbitration Board appointed pursuant to this Article is final and binding upon the Corporation, the Union and any Employee affected thereby.
- 6.06 Where there is a single Arbitrator, the Corporation and the Union shall share equally the cost of the arbitration proceedings and the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own nominee and shall share the cost of the Chairperson and the arbitration proceedings.
- 6.07 Notwithstanding the provisions of Article 5 or this Article;
- a) no matter in dispute may be submitted to arbitration which has not been properly processed through the grievance procedure as set forth in Article 5,
 - b) the provisions of this section shall not be considered to have been waived unless agreed upon, in writing, by both parties.
- 6.08 No person may be appointed to the Board of Arbitration who has been involved in an attempt to negotiate or settle the grievance.
- 6.09 Upon mutual consent of the parties any difference may be submitted to a three-person Board of Arbitration.

ARTICLE 7 – NO STRIKE AND NO LOCKOUT

- 7.01 In view of the orderly procedure for settling grievances, following the signing of this Agreement, the Employer agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no strike or other collective action which will stop, curtail or interfere with work or the Employer's operations during the life of this Agreement.

The Union agrees that if any such collective action takes place, it will repudiate

it forthwith and require its members to return to work. Any employee participating in any such strike will be subject to discipline, including discharge.

- 7.02 In the event that any employee, other than those covered by this Agreement, engages in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to cross or to refuse to cross such picket lines.

ARTICLE 8 – SENIORITY, PROMOTIONS, STAFF CHANGES

8.01

- a) **Membership List:** The Employer agrees to supply the Union with the list of the names, phone numbers and addresses and positions of the present and new Employees of the bargaining unit on the 15th of January and July ~~June~~ each year. The union indemnifies and saves the Employer harmless from any and all claims that may be made against the Employer for disclosing such information.
- b) **SENIORITY LIST:** Seniority is preference or priority measured by length of service. The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up to date seniority list shall be placed on the bulletin board of each Department by the 15th of January and July of each year. Copies shall be sent to the Unit Chairperson and the Secretary of the Union.
- c) **SENIORITY FOR NEW EMPLOYEES:** Newly hired employees shall be considered on a trial basis for a period of ninety (90) worked days within a six (6) month period, or such other extended period of time as may be mutually agreed upon, and after satisfactory completion of such trial period, seniority shall be effective from the original date of employment.
- d) **SENIORITY DURING ABSENCE:** If an employee is absent from work because of sickness, accident, lay off or leave of absence approved by the Employer, he/she shall not lose seniority rights. An employee shall lose his/her seniority in the event:
- i. He/she is discharged for just cause and is not re-instated.
 - ii. He/she resigns.
 - iii. He/she is absent from work in excess of three (3) working days without notifying the Manager, or designate, unless such notice was

not reasonably possible.

- iv. He/she fails to report for work within ten (10) days after being notified by registered mail to return to work following a lay off or fails to notify the Manager or designate by registered mail postmarked within five (5) days after receipt of such notice of his/her intention to report for work.
 - v. He/she is laid off for a period of longer than twelve (12) consecutive months.
 - vi. He/she fails to return to work upon termination of an authorized leave of absence without reasonable proof for the cause of delay.
- e) The Employer agrees to supply the Union with the list of the names, phone numbers and addresses and positions of the present and new Employees of the bargaining unit on the 15th of June each year. The Union will save the Employer harmless from any and all claims that may be made against the Employer for disclosing such information.
 - f) **COMMON SENIORITY DATES:** Employees with the same seniority date shall have their seniority determined by lottery, as administered by the Union. Once seniority status has been established through the lottery it will be maintained accordingly.

8.02

- a) When an employee accepts a position, a transfer, a promotion (excluding promotions to positions outside of the Bargaining Unit which shall not be subject to the terms of this Agreement), is laid-off or recalled, seniority shall apply when the employee has the basic qualifications, as outlined in the approved Job Description, to perform the work available.
- b) If an employee posts in, is promoted, transferred or appointed to a position within the scope of this Agreement, and within ninety (90) calendar days proves unsatisfactory in their new position, or if the employee requests in writing, they shall be returned to their former position without penalty.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without penalty.

- c) An employee who requests to be returned to their former position shall not prejudice their application for future promotions or transfers. However, the employee is restricted for one (1) year before applying for the same position.

- d) In the event that the successful applicant reverts to their previous position within the time frame noted above, an offer will be made to the next available employee on the successful applicant list.
- e) When accepting a position not subject to the provisions of this Agreement, an employee, provided he/she does not break his/her service with the Employer, shall retain his/her seniority for twenty-four (24) months only from the date of acceptance. It is understood that such employee shall not continue to accumulate seniority during the said period.
- f) **Lay Offs/Redundancy:**

A lay-off shall be defined as a reduction in the work force or a reduction in the standard hours of work as defined in this Agreement of more than forty-eight (48) hours duration, due to lack of work.
- g) In the event of a lay-off or redundancy, employees may exercise their seniority rights by displacing other employees with less seniority in classifications at the same or at a lower level, provided the employee has the basic qualifications (as outlined in the Job Description) to perform the duties of the classification.
 - i. If the employee occupying the laid-off or redundant position displaces another employee at the same level, then the bumping employee shall continue to receive their current rate of pay at the time.
 - ii. If the employee occupying the laid-off or redundant position displaces another employee at one level lower than themselves, then the bumping employee shall maintain their current rate of pay at the time of bumping for a period of one (1) year after which time they would become "red circled" and subject to Article 10.06(c).
 - iii. If the employee occupying the laid-off or redundant position displaces an employee at two (2) levels below themselves, then the employee shall maintain their current rate of pay at the time of bumping for a period of six (6) months after which time they would become "red circled" and subject to Article 10.06(c).
 - iv. If the employee occupying the laid-off or redundant position displaces an employee more than two (2) levels below themselves, then the employee would become "red circled" and subject to Article 10.06(c).

- h) Employees shall be recalled in the order of their seniority. Employees shall retain recall rights to their home classification, the position that they were laid off from, in accordance with Article 8.01(c)(v) from the effective date of the start of their lay-off.
- i) New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with Article 8.01(c)(iv).
- j) Unless legislation is more favourable, the Employer shall notify the employee(s) who are to be laid off five (5) working days prior to the effective date of the lay-off, except in the event of any extraordinary or unforeseen circumstance.
- k) If the employee has not had the opportunity to work the days provided in this Article, he/she shall be paid for the days for which work was not made available.
- l) Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

8.03

- a) Notices of all vacancies or new positions and non-union positions (which shall include the nature of the position, the required knowledge and education, ability and skills and salary level) shall be posted on the bulletin boards of each Department for a period of five (5) working days and a copy thereof shall be sent to the Unit Chairperson of the Union. Eligible employees shall have an opportunity to apply and will not be unreasonably denied an interview. Following the selection of and notification to the successful applicant, all other applicants shall be advised of the Employer's decision within three (3) working days of the appointment being made. Eligible employees are full time and part time and then temporary employees, before any external applicants are considered.
- b) It is understood that any employee who is accepted for a posted position may be precluded from applying for another job opening at the same salary level for a period of twelve (12) months. This Article does not apply to an employee who is accepted for a posted temporary position.
- c) It is agreed that those employees transferred to another classification, excluding those employees demoted under the terms of this Agreement, shall be paid no less than the rate they are presently receiving. An employee shall receive the higher of his/her own rate or the rate for the job to which he/she is assigned for all hours worked.

8.04 Temporary Vacancies

- a) Vacancies created as a result of an employee being absent from work may be posted and filled when it is reasonable to expect that the vacancy may extend beyond twelve (12) weeks.
- b) The Employer may post and fill a temporary position when the current workload cannot be adequately carried out by the existing workforce.
- c) The Employer may post and fill a temporary position for a period of up to thirty (30) months for absences directly resulting from L.T.D.. The initial and secondary vacancy shall be posted internally, in accordance with Article 8.03 (a), and any subsequent ensuing vacancy may be posted and/or filled at the discretion of the Employer. In such circumstances, after thirty (30) months of continuous employment, a temporary employee shall become a full time or part time bargaining unit member.
- d) Upon return of the absent employee, the employee(s) filling the temporary vacancy(s) shall be returned to their former position(s).
- e) Effective April 1, 2014, after twenty-four (24) months of continuous employment, a temporary employee not subject to 8.04(c) shall become a full time or part time bargaining unit employee.

8.05 External Hires to Temporary Vacancies

The parties agree to the following Terms for temporary employees hired as a result of Article 8.04.

- a) Any external hire filling a temporary position shall be covered by the terms of this Collective Agreement except that they shall not accumulate seniority unless subsequently employed as a Full Time or Part Time Employee.
- b) Temporary employees will be entitled to Vacation and OMERS (if eligible).
- c) Temporary employees will not be entitled to benefits listed in Articles 13.01 – 13.07 and 13.09 – 13.17 in the Collective Agreement.
- d) Extensions to temporary positions must be mutually agreed upon, in writing, by both parties. It is understood that extensions shall be considered to include personnel changes **and the Union will be provided with a copy of the letter indicating the extension.**

- e) The pre-established employment end date for a temporary employee shall not be the subject of any grievance and shall not be subject to any of the requirements, restrictions or obligations under the Collective Agreement (including provisions respecting layoff, termination or dismissal).
- f) In the event that a temporary employee becomes a full time or part time bargaining unit employee, the employee will be credited with seniority for their time worked, provided there wasn't a break in service.

ARTICLE 9 – HOURS OF WORK

9.01

- a) The standard work week shall be composed of thirty-three (33) hours and forty-five (45) minutes, consisting of five (5) days of six (6) hours and forty-five (45) minutes each, Monday to Friday, provided however, it is agreed that the standard work week for the Electrical Construction Inspectors shall be thirty-five (35) hours per week.
- b) The standard hours of work for students shall be the same hours of work as the department in which they work, effective April 1, 2012.

9.02 It is expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be, or be construed to be, a guarantee as to the hours of work per day or as to the hours of work per week.

9.03 The standard hours of work for thirty-three and three-quarter (33 $\frac{3}{4}$) hour workers shall be from 8:30 a.m. to 4:30 p.m., with one and one-quarter (1 $\frac{1}{4}$) hours allowed for lunch period. These hours may be amended for certain positions or circumstances with the mutual agreement of the parties.

The standard hours of work for Electrical Construction Inspectors shall be from 8:30 a.m. to 4:30 p.m., with sixty (60) minutes allowed for an unpaid lunch period.

The lunch period and the rest period shall be taken at a time suitable to the operation of each Department as arranged by the immediate supervisor.

For the efficiency of the operation, the standard starting, and quitting times may be changed by mutual agreement of the parties.

Those employees who are members of this Unit who are working at locations

other than 84 Market Street will adopt hours as in their work location.

9.04 Employees shall be allowed a fifteen (15) minute rest period in the first half and the second half of each shift. The fifteen (15) minute rest period should be taken at the job location except when conditions warrant. The period off the job shall not exceed fifteen (15) minutes.

9.05

- a) To meet customer and operational demands which require changes to the standard hours of work for a job classification, on a permanent or temporary basis, as outlined in Article 9.03, the Union shall be provided with a minimum of thirty-five (35) working days written notice if the standard hours of work are to be changed by the Employer.
- b) Where an employee's regular schedule or shift is to be changed, the employee shall be provided with notice of the change and its duration as soon as practicable but in any event, with a minimum of thirty (30) working days prior to the change.
- c) Changes to work hours as referenced in a) or b) above, will be offered in seniority order to a qualified employee(s). In the event the Employer is unable to fill the shift, the vacancy will be filled by a qualified employee(s) in reverse order of seniority. The hours of work will be limited between 8:00 a.m. – 7:00 p.m., Monday to Friday.
- d) All employees performing shift work outside the standard operational hours, as outlined in Article 9.03, shall receive a shift premium of one dollar and fifty cents (\$1.50) for each hour worked outside the standard hours of work, as outlined in Article 9.03. No shift premium shall be paid for any hours to which an overtime premium applies.

ARTICLE 10 – SCHEDULE OF WAGES, OVERTIME RATES AND JOB EVALUATION

10.01 Schedule of Wages:

- a) The Employer agrees to pay, and the Union agrees to accept, for the term of this Agreement, the wage schedule attached hereto as Schedule "A".
- b) Employees will be paid by direct deposit on a bi-weekly basis with pays calculated based on an hourly rate unless mutually agreed otherwise by the parties.

c) The Employer agrees to grant equal pay to all members of the Union for equal work, regardless of the gender of the employee concerned.

d) **Emergency Event:**

Due to the extraordinary responsibilities of the Employer to maintain service affecting the public welfare, employees understand they may be placed on standby from time to time. In the event of a major event or emergency, which is anticipated to affect operations and the welfare of the community, the Employer, in its discretion, may place staff on standby, until the Employer determines the event will no longer cause risk to operations. Payment for standby duty shall be equivalent to \$25.00 per day, per incident. Upon being placed on standby, if required, employees shall be prepared to make best efforts, with consideration for personal safety, to render service in other than normal working hours at applicable prevailing rates of pay for emergencies of 1.5x for the first hour and 2x for subsequent hours.

Overtime Rates:

e) Authorized work performed in excess of the employee's standard work week or standard work day will be paid at the rate of time and one-half his/her regular hourly rate, provided that overtime premium payment shall not pyramid. The employee shall be permitted to indicate his/her preference for payment, either at the rate of time and one-half (1½) his/her regular rate of pay, or for time and one-half lieu time off. However, should such employee request that he/she be reimbursed for overtime with time and one-half lieu time off, this would only be permitted provided that such lieu time off is taken at a mutually agreed upon time. The lieu-time bank can accumulate to an annual maximum of twenty (20) days and can be carried over from year to year however at no time can the bank exceed ten (10) days.

f) Authorized overtime work performed on a Sunday shall be paid at the rate of double the employee's regular hourly rate.

g) Authorized work performed on a paid holiday, defined in Article 11 except Christmas or New Year's Day, shall be paid at the rate of time and one-half the employee's regular hourly rate in addition to any holiday pay to which he/she may be entitled.

h) Authorized work performed on Christmas or New Year's Day shall be paid at the rate of double the employee's regular hourly rate. Should the employee work four (4) hours or more, he/she shall also be entitled to a

lieu day off or pay therefor at his/her regular hourly rate. Should the employee work less than four (4) hours, he/she shall be entitled to lieu time off or pay therefor on a time for time basis at his/her regular hourly rate. It is understood that lieu time off, as contained in this Article, will be taken at a mutually agreed upon time.

- i) An employee called in to work outside of his/her normal shift shall be paid two (2) hours pay at straight time for reporting plus time and one-half the rate for hours worked.
- j) An Employee who is required by their Supervisor to log-on from a remote location to the Employer's computer system or engage in a telephone conversation to conduct work will be paid at the applicable overtime rate of pay and time worked will be recorded to the next fifteen (15) minute increment.
- k) **Meal Allowance:**

Any employee who is required and authorized to work a minimum of two (2) hours overtime shall be entitled to a twelve-dollar (\$12.00) meal allowance provided that not more than one (1) hour has elapsed between his/her regular stopping time and his/her return to work.

10.02 Job Evaluation:

The evaluation of jobs shall continue to be made in accordance with the Job Evaluation Manual, as revised by the parties, herein referred to as the "Manual", which includes the Point Evaluation method and such other techniques as included therein. A copy of the Job Evaluation Manual shall be supplied to the members of the Job Evaluation Committee and the Unit Chairperson.

10.03 The duties of the Committee, the procedure for job evaluation and the procedure for an appeal from a decision of the Committee, shall be as established in the Manual.

10.04 The method of job evaluation adopted in Article 10.02 may be amended from time to time, in whole or in part, upon the unanimous recommendations of the committee and the agreement of the parties to this Agreement.

10.05 The job classification of employees, as evaluated pursuant to the Manual mentioned in Article 10.02 or other agreed upon methods as of the signing of this Agreement or in the future, shall be included within the appropriate salary level set out in Schedule "A" in accordance with their evaluated positions.

10.06 Individual existing wage rates in excess of the rate established by the Job

Evaluation shall be known as “red circle” rates.

- a) Employees, who are receiving wages based on rates in excess of the rate assigned to their job classification at the time of the signing of this Agreement, shall continue to receive a wage which is no less than the wage they received prior to the signing of this Agreement, which rate shall be considered to be “red circled”.
- b) It is understood that rates considered to be “red circle” rates within the meaning of Article 10.06 and 10.06(a) herein, shall not be deemed to be within the wage schedule established by this Agreement, except where specific provision is made on their behalf elsewhere in this Agreement in respect of a negotiated increase. An employee whose rate has been “red circled” shall continue to receive no less than the “red circle” rates so long as he/she continues within the classification for which the rate was established.
- c) It is understood that a “red circle” rated employee, as mentioned in Article 10.06, 10.06(a) and 10.06(b), shall receive fifty percent (50%) of all negotiated increases for his/her classification during the duration of his/her “red circled” rate.

ARTICLE 11 – PAID HOLIDAYS

- 11.01 All employees shall receive the following holidays and any holiday proclaimed by the Federal, Provincial Government, at their regular rate of pay:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Day for National Truth and Reconciliation	

Should New Year's Day, Christmas Day, Boxing Day, Remembrance Day or Canada Day fall on other than an employee's regular working day and if it is not proclaimed or observed on a regular working day, an employee shall be entitled to one (1) day of holiday with pay for that day at a time mutually agreed to by the employee and his/her immediate Supervisor.

In the event that a paid holiday falls within an employee's vacation period, he/she will have the option of being granted an extra day of vacation at a time mutually agreed upon or pay therefore at the employee's regular rate of pay.

ARTICLE 12 – VACATIONS

- 12.01 Newly hired employees shall be entitled to one (1) day of vacation with pay at the employee's regular hourly rate for each partial or complete month of service between the employee's start date and December 31 of the first vacation year to a maximum of ten (10) days. Vacation time will accrue during the probationary period and can only be taken after the completion of the probationary period.
- 12.02 Employees on the active payroll with one (1) full year's continuous service shall be entitled to two (2) weeks vacation with pay in the year in which the one (1) year of service is completed and thereafter.
- 12.03 Employees on the active payroll with four (4) years continuous service shall be entitled to three (3) weeks vacation with pay in the year in which the four (4) years service is completed and thereafter.
- 12.04 Employees on the active payroll with ten (10) years continuous service shall be entitled to four (4) weeks vacation with pay in the year in which the ten (10) years service is completed and thereafter.
- 12.05 Employees on the active payroll with sixteen (16) years continuous service shall be entitled to five (5) weeks vacation with pay in the year in which the sixteen (16) years service is completed and thereafter.
- 12.06 Employees on the active payroll with twenty-six (26) years continuous service shall be entitled to six (6) weeks vacation with pay in the year in which the twenty-six (26) years service is completed and thereafter.
- 12.07 In the selection of dates, every effort will be made to allow the employees to exercise their choice in accordance with their seniority status. Vacation requests for April 1st to March 31st of the following year must be submitted to the Supervisor by February 1st and be responded to by February 15th. Following February 15th, any vacation requests submitted will be considered on a first come first served basis.

Vacation Carry Overs: It is understood between the parties that a maximum of five (5) days' vacation can be carried over into the subsequent year. Any

other unused vacation will be paid out.

12.08 Vacation Adjustments – General

- a) All time lost from work due to absences from work for any reason will reduce vacation pay entitlement in the same proportion as the factor by which periods of absence relate to the full vacation year with the following exceptions:
- i. Time off for paid sick leave under the sick leave credit system under the Collective Agreement;
 - ii. Union leave under the Collective Agreement, excluding leaves to take a position within the Union.
 - iii. Maternity and Parental Leave, Jury Duty and Bereavement Leave.

Vacations Adjustments WSIB

- b) Notwithstanding the foregoing, time lost while in receipt of Workers' Compensation benefits either:
- i. exceeding sixty (60) working days, whether continuous or not in a vacation year; or
 - ii. exceeding sixty (60) continuous working days spanning two (2) vacation years,

will reduce vacation pay entitlement in the same proportion as the factor by which the periods of absence relate to the full vacation year. Accumulated days can only be counted once in order to determine whether pro-rating is applicable.

- c) Pro-rating of employees on Workers' Compensation under this clause will cease once the employee has returned to work and the Corporation has started to pay wages directly. Top-up payments will not be included as "wages paid directly".

Vacation Entitlement Proration

- d) In any of the foregoing circumstances, vacation pay entitlement shall be pro-rated taking into account the total length of the period of absence.

12.09 Hospitalization During Vacation

In the event, while on vacation, an employee is admitted to a hospital as a result of an emergency, illness or injury, and is incapacitated for two (2) or more days, the employee shall have the right to cease vacation and use his/her sick leave credits for the duration of the illness or injury. Any vacation displaced shall be taken at a future date mutually agreed upon between the employee and Management. The employee must submit a note from a duly qualified medical practitioner confirming the employee was admitted to a hospital, including the duration of the illness or injury.

ARTICLE 13 – EMPLOYEE BENEFIT PLANS

13.01 The Employer shall provide, at no cost to the employees, except students, on the active payroll, who have completed three (3) months of service, the benefits of the Ontario Health Insurance Plan.

13.02 Life Insurance/LTD: The Employer shall provide, at no cost to the employees, except students, on the active payroll, who have completed three (3) months of service, life insurance, including A.D. & D. in the amount of twice their basic salary, the amount to be the closest even one thousand dollars (\$1,000). The Employer shall provide at no cost to the employees, except students and employees hired under a government subsidized program, on the active payroll who have completed three (3) months of service, a Long Term Disability Salary Replacement Program which will provide employees a payment of 75% of their monthly pay up to a maximum of five thousand dollars (\$5,000) per month with no indexing of COLA, subject to the one hundred and twenty (120) days waiting period and the conditions as set forth by the carrier. L.T.D. "Own occupation for two (2) years" shall be added to the terms of the L.T.D. Plan. Details of the Plan will be provided in the Employee Booklet. **Effective on ratification, increase the monthly maximum for LTD to \$6,000.00.**

13.03 **Extended Health:**

The Employer shall provide, at no cost to the employees, except students, on the active payroll, who have completed three (3) months' service, an Extended Health Plan on a pay direct non-deductible basis. Such coverage shall include the present benefits including:

- Private and Semi-Private Hospital Coverage
- Vision Care: **Effective upon ratification, \$450.00 every 24 months with one Eye Exam every 24 months. Effective Jan. 1, 2022 increase vision**

- care to **\$475.00**
- Prescription Drug Coverage – Generic Drug Substitution with appeal process

Hearing Aid:

Expenses to a maximum of five hundred dollars (\$500.00) every three years subject to the carrier's limitations.

Chiropractic & Massage:

Effective January 1, 2015 – **\$375.00** Maximum per year – combined maximum with no requirement for physician authorization; **increasing to \$500.00 on April 1, 2022.**

- a) **Post Employment Extended Health:** Employees who retire from the Employer, who have ten (10) years of continuous employment with the Employer, and are receiving a pension from OMERS, are eligible for the continuation of the following benefits (employees hired prior to April 1, 2014 are excluded from the ten (10) years continuous employment requirement):
- Extended Health Plan (Includes Vision)
 - Dental Care
 - Life Insurance in the amount of up to 1.5x their annual salary at the time of their retirement or termination, rounded to the nearest one thousand dollars, provided the former employee pays all premiums; and

Subject to the following conditions:

- Retired employees are required to pay twenty (20%) percent of the monthly dental premiums via direct deposit to the Employer. Failure to pay the premium will result in the retired employee forfeiting all benefits listed above.
- For the purposes of the above noted benefits, only one (1) spouse will be eligible for coverage at any time.
- These benefits will terminate on the last day of the month in which the retired employee attains the age of sixty-five (65) years or upon the death of the retired employee, whichever occurs first.
- Benefits will be provided in accordance with the terms of the Plans as they exist at the date of retirement.

13.04 Dental:

The Corporation shall pay 100% cost of the Insurance Plan Premiums to a Carrier on a cost sharing basis, 80% by the Employer, 20% by the employee,

for employees,—~~except~~ **including students in Post Secondary Co-op placements**, on the active payroll, who have completed three (3) months' service, a basic Dental Care Plan to include denture repair and re-lining and complete dentures at 50% deductible. The current O.D.A. schedule rates will apply and a \$2,000.00 max per year. Orthodontic coverage at 50% co-insurance for dependent children to a lifetime maximum of \$1,500.00. Crowns and implants at 50% co-insurance up to a lifetime maximum of \$3,000 per person.

- 13.05 The Carrier of such insurance benefits and other benefits as outlined in 13.02, 13.03, and 13.04, will be the Employer's choice. Should the Carrier be changed during the term of this Agreement, the insurance coverage shall be no less than those presently being provided to the employees.
- a) The Corporation may substitute a plan underwritten by a carrier other than Manulife provided such plan provides same or better coverage at no extra cost to the employee. The agreement of the Union is required.
- 13.06 **Benefits During Absences:** The Employer agrees to apply by September of each year for a reduction in the premium payment under the provisions of the E.I. if the present sick leave plan meets the criteria for such reduction. Any reduction in the employees' contributions will be refunded to the employee in a lump sum as prescribed in the regulations.
- 13.07 Subject to the provision of the Collective Agreement and legislation, benefit coverage will continue only for absences due to layoff, illness, disability and workers' compensation. Such benefit coverage will cease when an absence from work exceeds one hundred and twenty (120) consecutive days. "Benefit Coverage" includes life insurance, A.D. & D., L.T.D., Extended Health Plan and Dental Plan.
- 13.08 O.M.E.R.S.: In addition to the Canada Pension Plan, eligible employees shall join the Ontario Municipal Employee's Retirement System Plan (O.M.E.R.S.). The Corporation and the employee shall make contributions in accordance with the provisions of the O.M.E.R.S. Plan.
- 13.09 **Sick Leave:**
- a) Each employee, except students, who has completed his/her probationary period shall be credited with one and one-half (1½) days' sick leave for each calendar month of service with the Employer. Each employee shall continue to accumulate sick leave during the first five (5) absences in any calendar year. However, for any and all subsequent periods of absence, there shall only be a one (1) day accumulation

during the month or months in which such absences occur. There shall be no cash-out provision on the accumulation of sick leave credits. ~~after September 1, 1998.~~

- b) All accumulated sick leave credits shall be addressed in accordance with Appendix C of this Collective Agreement.
- c) All employees will receive a sick leave credit at the rate of one and one-half (1½) days per month until such sick leave credit reaches (one hundred and seventy (170) days.
- d) The sick leave bank will be deducted for each absence and upon return to work the sick leave bank will be credited at one and one-half (1½) days per month until the bank is reimbursed up to a maximum of one hundred and seventy (170) days. Should an employee not have sufficient credits to qualify for the one hundred and twenty (120) day waiting period in his/her active bank, he/she will be issued an ROE and/or may use the sick leave bank credit in accordance with Appendix "C".

13.10 Sick Leave During Leave of Absence: When an employee is given a leave of absence without pay for any reason for more than one (1) week, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, he/she shall not receive credit for the period of such absence, except as may be otherwise approved and authorized by the Employer, but shall retain his/her cumulative sick leave credit, if any, existing at the time of such leave.

13.11 Sick Days: The number of days or parts of days for which an employee received "sick pay" shall be deducted in hours from his/her cumulative sick pay credit.

13.12 Accessing Sick Leave Benefit:

- a)
 - i. In order to qualify for sick leave pay, employees are required to arrange to have their immediate Supervisor notified of their inability to be at work. It is understood that employees may use sick leave for attendance at Doctor's or Dentist's appointments. However, such appointments shall not be counted as absence under Article 13.09(a).
 - ii. Upon return to work after a period of three (3) days absence due to illness or disablement, it is the responsibility of the employee to produce a certificate from a duly qualified medical practitioner

certifying they are now fit to resume their regular duties. Forms for this purpose are available from his/her immediate supervisor. The Employer, however, after the fifth period of absence in any calendar year may require a medical certificate for any period of illness or disablement.

In the case of sickness or disablement lasting three (3) days or more, employees are required to produce a certificate from a duly qualified medical practitioner verifying their inability to attend work and certifying that they are not fit to resume their regular duties or modified duties.

- b) **Family Illness:** An employee shall be allowed to use five (5) days of sick leave accumulation per annum for absences due to the illness of a spouse, child or parent. For one (1) day's absence no medical certificate shall be required; for longer periods, an employee shall be required to produce a certificate from a qualified medical doctor certifying the illness. **An Employee transporting his spouse to or from hospital due to pregnancy or when he/she is required to attend his/her family member in the hospital, shall be granted such leave.** Such periods of absence shall be deducted from the sick leave bank but shall not be counted as absence under Article 13.09(a). It is expressly understood that the provisions of this Article are intended for emergency illnesses. An employee shall not be guaranteed payment for such leave of absence should he/she be aware of scheduled treatment which requires hospital confinement more than five (5) calendar days prior to such confinement.

It is expressly understood that the provisions of this Article are intended for emergency illnesses. It is further understood that "emergency illnesses" means an unforeseen combination of circumstances that requires immediate action.

- c) An employee transporting his spouse to or from the hospital due to pregnancy or when he/she is required to attend his/her family member in the hospital, shall be granted such leave.

- 13.13 **Unused Sick Pay Credit:** Any or all of the unused portion of the sick pay credit shall be accumulated to the benefit of the employee from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year and brought forward in days. An employee's sick leave credit shall be available for scrutiny by the employee concerned in the presence of the Employer's Human Resource representative. A Union representative may, with permission of the employee concerned, scrutinize that employee's sick credit record.

- 13.14 **W.S.I.B./Sick Bank Top Up:** When an employee is absent due to a workplace accident and is in receipt of Workplace Safety and Insurance Benefits, the Corporation will when requested by the employee, make up the difference between the benefit allowance and the employee's net pay. At no time is the benefit top up to exceed 100% of the employee's net pay.

The top up amount will be debited by the appropriate number of hours from the employee's sick leave credits. Employees returning to work from a workplace accident shall be required to submit a medical certificate from a duly recognized practitioner verifying that the employee is able to return to work.

- 13.15 **Sick Leave Credits and Balance Disclosure:** The parties agreed that the employee's sick leave credits will not be posted on the Seniority List, however, it is understood that employees will have access to their sick leave credit and balance.

ARTICLE 14 – CLOTHING

- 14.01 All personnel will be supplied with uniforms, protective clothing and/or safety apparel. Such clothing and/or safety apparel shall be kept available by such personnel at all times for their use as conditions dictate and/or as required by the Employer.
- 14.02 Employees on the active payroll and on the seniority list who require C.S.A. approved Safety footwear shall be entitled, on a calendar year basis, to be reimbursed upon presentation of a receipt, for the purchase of C.S.A. approved Safety footwear. Single or multiple purchases of C.S.A. approved safety footwear within the calendar year by an employee shall be limited to a maximum of **two hundred and five dollars(\$205.00) going up to two hundred and twenty-five dollars (\$225.00)** effective January 1, 2022.

ARTICLE 15 – UNION DUES

- 15.01 The Employer agrees to deduct from each pay of each calendar month from employees, including students, a sum equivalent to the amount of Union dues and/or assessments as advised by the Union.
- 15.02 The Employer shall remit, prior to the 15th of the month, such amount to the Secretary-Treasurer of the Union together with a monthly statement listing members of the Union on whose behalf such deductions have been made.

ARTICLE 16 – LEAVE OF ABSENCES

16.01

- a) Leave of absence without pay and without loss of seniority may be granted for legitimate personal reasons. It is understood that any application for leave of absence is subject to reasonable notice in writing to the respective Manager or designate and in the event, any such leave of absence is not used for the purpose granted, the employee is subject to discipline which may include dismissal.
- b) Any employee who is selected for a full time or part time position with the Union shall be allowed or given a leave of absence by the Employer without loss of seniority and without pay, but there shall be no accumulation of seniority during such absence. Such leave of absence shall be subject to annual renewal upon application to the respective Manager and such renewal shall not be unreasonably withheld.

16.02 Employees requesting time off for the purposes of Union conventions or other Union business not connected with this Agreement shall be granted such time off without pay subject to the following conditions:

- a) When the Union requests time off without pay for an employee or employees to perform Union business, and if such time off is granted, the Union shall reimburse the Corporation for the continuance of such employees on the payroll.
- b) Upon application in writing to the Employer's designated Human Resource representative by the Recording Officer of the Union, a maximum of two (2) employees from the Unit shall be allowed or given a leave of absence with pay and without loss of seniority to attend such Union convention and/or seminar as a delegate of the Union. Such leave of absence shall not exceed five (5) working days' duration at any one time.
- c) Application for such leave of absence shall be made at least ten (10) working days prior to the commencement of such leave. The granting of such leave shall be subject to the efficiency of the operation but shall not be unreasonably withheld.
- d) The payment in any one calendar year shall be deducted from the twenty-eight (28) day maximum allotment.

16.03 **Authorized Committees Leave of Absences:** Union members on authorized Committees, including Grievors, meeting with the Employer on grievance up to and including Arbitration, or negotiations up to and including conciliation, or at any other mutually agreed meeting, will be given a leave of absence without loss of pay.

16.04 **Pregnancy/Parental and Adoption Leaves of Absences:**

Pregnancy/Parental and Adoption leaves of absences shall be in accordance with the Employment Standards Act and amendments made thereto.

The employee who is granted such leave shall be responsible for maintaining the full amount of the self-pay premiums of Ontario Health Insurance Plan and the Group Benefit Plan.

16.05 **BEREAVEMENT:** The Employer shall grant an employee a leave of absence of a maximum of five (5) days without loss of pay upon the death of a member of his/her immediate family for the purpose of mourning. "Immediate family" shall mean an employee's spouse, children, step-children, parent or step-parent.

The Employer shall grant an employee a leave of absence of a maximum of three (3) days without loss of pay upon the death of a member of his/her family for the purpose of mourning. "Family" shall mean an employee's grandchildren, grandparents, brothers, sisters, step-brothers, step-sisters, parents of current spouse, spouse of brother or sister and sister or brother of spouse.

In cases where interment is delayed, an employee shall be provided with the opportunity of utilizing the total days allowed under this Article for bereavement purposes and/or interment.

16.06 Up to two (2) employees, designated by the Union, shall be allowed time off (not to exceed one-half (½) day for each employee), with pay to attend the funeral of a fellow employee or retired employee as Representatives of the Union.

16.07 **Jury/Witness Duty Leave of Absences:**

Employees who are required to serve as jurors or subpoenaed as a witness in any court in Ontario shall be granted a leave of absence for this purpose upon application to the respective Manager or designate. Such leave shall not constitute a break in service for the calculation of seniority. Upon completion of jury or witness service, such employee shall present to his/her immediate Supervisor a satisfactory certificate showing such period of service. Such employee will be paid his/her full salary for the period of such jury service or witness service provided he/she shall deposit with the Employer, through their respective Department the full amount of the compensation received, excluding mileage and travel expense, and an official receipt therefore.

However, should the employee present himself/herself for the selection as a juror and not be selected, then he/she shall be required to return to his/her regular employment to complete his/her remaining normally scheduled work day.

ARTICLE 17 – TECHNOLOGICAL CHANGE

17.01 Technological Change – Advance Notice

The Employer shall notify the Union three months before the introduction of any substantial technological change. The Labour-Management Committee will discuss Technological Change as it affects employees in advance of any implementation.

17.02 Technological Change – Income Protection

An employee who is displaced from his/her job by virtue of technological change will suffer no reduction in normal earnings for a period of six (6) months from date of implementation.

17.03 Technological Change – Training Benefits

Where new or greater skills are required than are already possessed by affected employee(s) under the present methods of operation, such employee(s) shall, at the expense of the Employer, be given a period of time not to exceed the six months during which they may perfect or acquire the skills necessitated by the new method of operation.

17.04 Additional Training

Should a need for the perfection or acquisition of skills require a training period longer than six months, the additional training time shall be a subject for discussion between the Employer and the Union.

ARTICLE 18 – GENERAL

18.01 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its duly authorized representatives and pledges that it and each of its duly authorized representatives shall observe the provisions of this Agreement.

18.02 The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives and employees

represented by the Union and pledges that it, each of its duly authorized officers and representatives and the employees covered by this Agreement, shall observe the provisions of this Agreement.

- 18.03 Employees authorized to use their private vehicles will be compensated for such use per the Corporation Policy (as amended); rate for casual drivers for all distances necessarily traveled in carrying out the requirements of their job.
- 18.04 The Recording Secretary of the Union shall, after any change of officers of the Union, send a list of the changes to the Human Resources Department within ten (10) days of such changes.
- 18.05 The Unit Chairperson of the Union shall notify the Human Resources Department of the Employer in writing, designating the personnel constituting the Bargaining Committee for the said Union at least three (3) months prior to the termination of this Agreement. A maximum of three (3) Employees will be granted a leave without loss of regular pay to attend negotiations with the Employer.
- 18.06 All words in this Agreement in singular and masculine shall, when the context so requires, include the plural or the feminine. All words in this Agreement that pertain to gender shall, wherever possible, be gender neutral.
- 18.07 Notices required to be given under any of the provisions of this Agreement shall, in the case of the Union be directed to the Unit Chairperson; in the case of the Employer, be directed to the Employer's designated Director of Human Resources Representative, except as otherwise designated.
- 18.08 Appendixes "A", "B", "C", "D", "E", "F", and "G", attached hereto form part of this Agreement.
- 18.09 In the event of development of a Consolidation involving the Brantford Power Inc. and affecting the employees of this Agreement, the Employer shall notify the Secretary of the Union as soon as practicable give the Union reasonable notice of any organizational change necessitating terminations of employment or other significant change in the employment status of the employees in order that the Union may be given an opportunity to discuss such matters in keeping with Appendix "A".
- 18.10 The parties agree that it is in the interest of everyone concerned to have a Joint Health and Safety Committee (JHSC). A minimum of two (2) representatives from the Union shall sit on the Committee. The function and composition of the JHSC will be set out in the Joint Terms of Reference and reviewed annually.

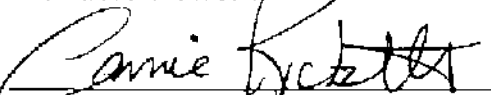
- 18.11 Employees employed in positions, which require a Professional Designation as a condition of employment shall be entitled to receive reimbursement for the payment of such professional membership dues.

ARTICLE 19 – DURATION

- 19.01 Unless changed by mutual consent, the terms of this Agreement shall continue in effect until March 31st, 2023 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.
- 19.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph.
- 19.03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act, R.S.O., 1995, have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives as of this __, day of _____, 2021.

Brantford Power Inc.

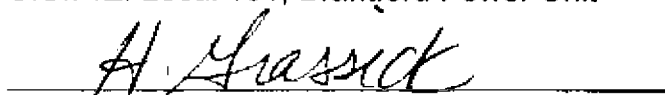


Carrie Ricketts,
Human Resources



Brian D'Amboise,
VP, Corporate Services

C.U.P.E. Local 181, Brantford Power Unit



Heather Grassick,
National C.U.P.E. Representative



William Burden,
Unit Chair Local 181 – BPI



Mike Armstrong,
Negotiation Committee



Sharon VanBommel,
Negotiation Committee

SCHEDULE "A"

Positions listed as of January 1, 2021.

Through the Job Evaluation process, the Parties agree to maintain and update Schedule "A" as required. Revised Schedule "A's" shall be provided to the Union Executive and the Human Resources Department as they occur and shall be provided to the membership of the bargaining unit January 1st annually.

Schedule "A": April 1, 2021 – 1.00%; October 1, 2021 - 1.00% ; April 1, 2022 – 1.00%;

October 1, 2022 – 1.00% General Wage Increase

Level 1	0-200	Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
		1-Apr-21	\$19.44	\$20.31	\$20.97	\$21.61
1-Oct-21	\$19.64	\$20.51	\$21.18	\$21.83		
1-Apr-22	\$19.83	\$20.72	\$21.39	\$22.05		
1-Oct-22	\$20.03	\$20.93	\$21.60	\$22.27		

Level 1 Positions

Level 2	201-230	Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
		1-Apr-21	\$21.53	\$22.49	\$23.21	\$23.93
1-Oct-21	\$21.75	\$22.72	\$23.44	\$24.17		
1-Apr-22	\$21.97	\$22.94	\$23.68	\$24.41		
1-Oct-22	\$22.19	\$23.17	\$23.91	\$24.65		

Level 2 Positions

Level 3	231-260	Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
		1-Apr-21	\$23.67	\$24.71	\$25.50	\$26.29
1-Oct-21	\$23.91	\$24.96	\$25.76	\$26.55		
1-Apr-22	\$24.15	\$25.21	\$26.02	\$26.82		
1-Oct-22	\$24.39	\$25.46	\$26.28	\$27.09		

Level 3 Positions

Level 4	261-290	Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
		1-Apr-21	\$25.74	\$26.90	\$27.75	\$28.61
		1-Oct-21	\$26.00	\$27.17	\$28.03	\$28.90
		1-Apr-22	\$26.26	\$27.44	\$28.31	\$29.19
		1-Oct-22	\$26.52	\$27.71	\$28.60	\$29.48

Level 4 Positions

Cashier

Level 5	291-320	Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
		1-Apr-21	\$27.87	\$29.10	\$30.02	\$30.95
		1-Oct-21	\$28.14	\$29.39	\$30.32	\$31.26
		1-Apr-22	\$28.43	\$29.68	\$30.62	\$31.57
		1-Oct-22	\$28.71	\$29.98	\$30.93	\$31.88

Level 5 Positions

Customer Service Support Clerk

Level 6	321-350	Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
		1-Apr-21	\$29.93	\$31.25	\$32.26	\$33.26
		1-Oct-21	\$30.23	\$31.56	\$32.58	\$33.59
		1-Apr-22	\$30.53	\$31.88	\$32.91	\$33.93
		1-Oct-22	\$30.83	\$32.20	\$33.24	\$34.27

Level 6 Positions

AM / FM Specialist & CADD Operator

Customer Service Representative

Level 7	351-380	Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
		1-Apr-21	\$32.06	\$33.49	\$34.55	\$35.61
		1-Oct-21	\$32.38	\$33.83	\$34.90	\$35.97
		1-Apr-22	\$32.70	\$34.16	\$35.25	\$36.33
		1-Oct-22	\$33.03	\$34.51	\$35.60	\$36.69

Level 7 Positions

Customer Care Representative

Level 8	381-410	Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
		1-Apr-21	\$34.14	\$35.66	\$36.80	\$37.95
		1-Oct-21	\$34.48	\$36.02	\$37.17	\$38.33
		1-Apr-22	\$34.82	\$36.38	\$37.54	\$38.71
		1-Oct-22	\$35.17	\$36.74	\$37.92	\$39.10

Level 8 Positions

Electrical Design Technologist

Meter Date and Billing Representative

Level 9	411-440	Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
		1-Apr-21	\$36.24	\$37.85	\$39.06	\$40.27
		1-Oct-21	\$36.60	\$38.23	\$39.45	\$40.67
		1-Apr-22	\$36.97	\$38.62	\$39.84	\$41.08
		1-Oct-22	\$37.34	\$39.00	\$40.24	\$41.49

Level 9 Positions

Electrical Construction Inspector

Electrical System Planner

GIS Technologist

Conservation Program Advisor

Level 10	441-470	Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
		1-Apr-21	\$38.33	\$40.04	\$41.30	\$42.58
		1-Oct-21	\$38.71	\$40.44	\$41.71	\$43.01
		1-Apr-22	\$39.10	\$40.84	\$42.13	\$43.44
		1-Oct-22	\$39.49	\$41.25	\$42.55	\$43.87

Level 10 Positions

Financial Analyst

Level 11	471-500	Effective	Minimum Rate	3 Month Rate	After 1 Year	After 2 Years
		1-Apr-21	\$40.43	\$42.24	\$43.59	\$44.93
		1-Oct-21	\$40.83	\$42.66	\$44.03	\$45.38
		1-Apr-22	\$41.24	\$43.09	\$44.47	\$45.84
		1-Oct-22	\$41.66	\$43.52	\$44.91	\$46.30

Level 11 Positions
Electrical Engineering
Technologist (*) – See
Appendix “D”

SCHEDULE "B"

Students Schedule of Hourly Rates

Summer/Co-op Work Term	1-Apr-20	1-Apr-21	1-Oct-21	1-Apr-22	1-Oct-22
1	\$14.00	\$14.14	\$14.28	\$14.42	\$14.57
2	\$14.01	\$14.15	\$14.29	\$14.43	\$14.58
3	\$14.61	\$14.76	\$14.90	\$15.05	\$15.20
4	\$15.18	\$15.33	\$15.49	\$15.64	\$15.80
5	\$15.79	\$15.95	\$16.11	\$16.27	\$16.43
6	\$16.56	\$16.73	\$16.89	\$17.06	\$17.23
7	\$17.17	\$17.34	\$17.52	\$17.69	\$17.87

- *Effective January 1, 2018, the minimum rate for students is \$14.00/hr in accordance with the Employment Standards Act of Ontario (ESA)*
- Summer Students are to start at Work Term 1

APPENDIX "A"



Letter of Understanding

Between

Brantford Power Inc.

And

The Canadian Union of Public Employees, Local 181

Brantford Power Unit

Re: Terms of Reference for Labour Management Committee

The parties agree to maintain a Labour / Management Committee for the purpose of discussing issues relating to the workplace that affect the parties and/or employees bound by this Agreement.

(1) Function of the Committee:

The function of the committee is to facilitate discussion and resolution on matters of interest to the Corporation and employees, to promote and maintain a work environment which fosters employee engagement.

Every reasonable effort will be made by both parties to facilitate representation of both the employee's and Employer's interests at the Labour Management Committee.

(2) Purpose of the Committee:

To investigate, study and discuss possible solutions to mutual problems affecting labour-management relations.

The Labour/Management Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, or to settle grievances arising under this Agreement.

(3) Issues to be discussed:

Not limited to the following:

- New full-time positions established by the Corporation to determine the non-union or union status of the position. Should the parties not agree on the status of the position, the Union may proceed to binding arbitration within 30 days, otherwise, the Corporation will proceed to fill the new position.
- Changes in the organizational structure
- Paid holiday schedule
- Technological change
- Short and long-term planning of the Corporation
- Review contract positions

(4) Representation:

Management: Up to three (3) Management representatives may attend the meeting and a Human Resources representative to assist the management representatives.

Union: Up to three (3) Bargaining Unit employees may attend, one (1) of which must be the Unit Chair or their designate, and the CUPE National Representative.

Each party will designate a co-chair and will alternate chairing the meetings.

(5) Meetings:

The parties agree to meet upon request of either party.

The parties will meet no more than four (4) times per year, unless both parties mutually agree to meet more often.

The party requesting to meet shall prepare and distribute an agenda one (1) week in advance of the meeting.

A record of mutually agreed upon decisions will be kept and posted.

The terms of reference may be changed upon mutual agreement of the parties.

APPENDIX "B"



Letter of Understanding

Between

Brantford Power Inc.

And

The Canadian Union of Public Employees, Local 181

Brantford Power Unit

Re: Market Value Positions

The Parties recognize the dynamics of the job market and situations where there could be an increased temporary demand for certain types of skills and positions. With mutual agreement of the parties, the Employer may pay market sensitive positions in a higher band in order to respond to these circumstances.

Where objective market data has been provided to the Union such agreement will not be unreasonably withheld by the Union.

APPENDIX "C"



Letter of Understanding

Between Brantford Power Inc.

And

The Canadian Union of Public Employees and its Local 181

- Brantford Power Unit

Re: Acting Team Lead

An employee acting as Team Lead, shall receive a \$2.00 per hour premium, when designated by Management. The competent employee shall receive the premium for each hour or part hour worked as Team Lead.

Duties of the Team Lead include, but not limited to:

- A subject matter resource and first point of escalation in the event of a Supervisor absence
- If the matter cannot be dealt with through the Team Lead, the Team Lead will follow the documented escalation process
- Will be responsible for sharing operational information (such as; alerts, outages, announcements, etc.)

APPENDIX "D"



Letter of Understanding

Between

Brantford Power Inc.

And

The Canadian Union of Public Employees, Local 181

Brantford Power Unit

Re: Car Allowance

Any employee currently receiving this benefit as of April 1, 2012 and who is required to have a vehicle available as a condition of employment*, shall continue to be paid the \$5/day car allowance till such time as the incumbent leaves the position or the Employer provides a vehicle to the incumbent.

*(This condition shall be included on each employee's Job Description and applicable Job Postings and are marked with an * in Schedule "A").

Employees authorized to use their private vehicles for Employer's business shall be entitled to receive the difference in insurance premium (up to \$80.00) applicable to business use as against pleasure and work use for public liability, property damage, collision and comprehensive. Such compensation shall be paid within two (2) weeks of the employee producing a receipt for same to his/her immediate Supervisor. All employees required to use such private vehicles on Employer business shall be required to have such public liability and property damage coverage.

In the case of an employee who is entitled to the car allowance and who is absent from work on sick leave or Workers' Compensation, the car allowance shall be paid for the month in which the employee ceased working and the following month only. The employee shall receive car allowance again on his/her return to work commencing with the month in which they returned.

APPENDIX "E"



Letter of Understanding

Between

Brantford Power Inc.

And

The Canadian Union of Public Employees, Local 181

- Brantford Power Unit

Re: Overtime

The parties agree, at the sole discretion of the Employer, employees scheduled to work overtime on a Saturday and the Employee elects to work the Sunday, the Employee will be paid time and a half for all hours worked.

APPENDIX "F"



Letter of Understanding

Between Brantford Power Inc.

And

The Canadian Union of Public Employees and its Local 181

- Brantford Power Unit

Re: Settlement Energy and Smart Metering Officer

The parties agree once the current incumbent(s) permanently vacates the position, the position will be recognized under the C.U.P.E. Local 181, Brantford Power Unit.

APPENDIX "G"



Letter of Understanding

Between Brantford Power Inc.

And

The Canadian Union of Public Employees and its Local 181

- Brantford Power Unit

Re: Part-time Employees

In the event the Employer chooses to employ Part-time employees, the parties agree that the Collective Agreement will form the foundation of their terms and conditions of employment, unless amended by the provisions below.

1. Seniority

Seniority for New Part-time Employees: Newly hired Part-time employees shall be considered on a trial basis for a period of ninety (90) worked days within an eight (8) month period, or such other extended period of time as may be mutually agreed upon, and after satisfactory completion of such trial period, seniority shall be effective from the original date of employment.

Seniority for part-time employees will be calculated based on the number of regular hours worked, not including overtime hours. A year is equal to 1,755 hours worked.

2. Hours of Work

The normal hours of work for part-time employees shall be twenty-four (24) hours or less per week. It is understood the hours of work for part-time employees shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked. Notwithstanding Article 8.04, part-time employees may also be used to cover employees who are off on vacation, leaves of absence, sick leave, etc.

Part-time employees who are scheduled for at least four (4) hours shall be allowed a fifteen (15) minute rest period. Part-time employees who are scheduled for six and three quarter (6.75) hours or more shall be allowed a fifteen (15) minute rest period in the first half and second half of each shift. The fifteen (15) minute rest period should be taken at the job location except when conditions warrant. The period off the job shall not exceed fifteen (15) minutes.

3. Overtime

Overtime will be paid to part-time employees after the regular weekly hours of the classification they are working, calculated Sunday to Saturday at the applicable rate.

4. Paid Holidays

Part-time employees will be entitled to the Paid Holidays as outlined in Article 11.01. However, part-time employees will be paid for those days in accordance with the *Ontario Employment Standards Act*.

5. Vacation

Part-time employees will receive vacation pay in accordance with the *Ontario Employment Standards Act*. It is understood, that part-time employees may only book up to two (2) weeks of unpaid vacation during the regular vacation sign-up.

6. Employee Benefit Plan

Part-time employees will not be entitled to benefits listed in Articles 13.01 – 13.07 and 13.09 – 13.17.

Part-time employees are required to arrange to have their immediate Supervisor notified of their inability to be at work.

Upon return to work after a period of three (3) days absence due to illness or disablement, it is the responsibility of the employee to produce a certificate from a duly qualified medical practitioner certifying they are now fit to resume their regular duties. Forms for this purpose are available from his/her immediate Supervisor. The Employer, however, after the fifth period of absence in any calendar year may require a medical certificate for any period of illness or disablement.

In the case of sickness or disablement lasting three (3) days or more, employees are required to produce a certificate from a duly qualified medical practitioner verifying their inability to attend work and certifying that they are not fit to resume their regular duties or modified duties.

7. Bereavement

In order to receive the paid bereavement, an absence must result in loss of time and pay from a regular shift.

8. Wage Progression

Wage Progression for part-time employees will be calculated based on the number of regular hours worked, not including overtime hours. A year is equal to 1,755 hours worked.

9. Hiring

The last line of Article 8.03a) as agreed in Minutes of Settlement, signed 26 September 2017; will be revised to read:

Eligible employees are full time and part time and then temporary employees,

before any external applicants are considered.

10. Scope

The parties agree to amend Article 2.01b) to read, "It is understood that all employees in the classifications in Schedule "A" & "B" are included in the Bargaining Unit. Full-time does not include employees who work twenty-four (24) hours or less per week, which are Part Time employees.

11. Temporary Vacancies

All references to Full Time Employees be replaced with full time or part time employee

8.04 c)

8.04 e)


8.05 a)

16.01 b)


8.05 f) change to "In the event that a temporary employee becomes a permanent full-time or part-time Bargaining Unit employee, the employee will be credited with seniority for their time worked, provided there wasn't a break in service."

Dated this 17th day of October, 2017.

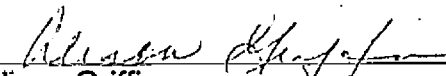
FOR MANAGEMENT:



Brian D'Amboise




Susan Tulloch



Alison Griffin

FOR THE UNION:




Heather Grassick



Mike Armstrong



Sharon VanBommell



Domenic D'Amato