

COLLECTIVE AGREEMENT

between

KITCHENER-WILMOT HYDRO INC.

(Herein called the "Corporation")

and

LOCAL UNION 1000
POWER WORKERS' UNION

(Herein called the "Union")

From: April 1, 2021 to March 31, 2023

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COLLECTIVE AGREEMENT

This Collective Agreement made and entered into the **FIRST** day of **APRIL**, 2021 A.D.

by and between

KITCHENER-WILMOT HYDRO INC.

Hereinafter called the "**CORPORATION**" of the **FIRST PART**:

- and -

LOCAL UNION 1000 POWER WORKERS' UNION

Hereinafter called the "**UNION**" of the **SECOND PART**:

WITNESSETH that in the operation of the Electric Utility of the Corporation, the parties hereto mutually agree as follows:

ARTICLE 1 - RECOGNITION

The Corporation recognizes the Union as the sole collective bargaining agent for all employees of the Corporation save and except Crew Foreman, those above the rank of Crew Foreman, Office Staff, Warehouse and Engineering Staff, persons employed for not more than twenty-four (24) hours per week, students employed during their school vacation and/or work semester (with the exception of co-op Powerline Technician students) and employees covered by subsisting Collective Agreements.

There shall be no discrimination by the Corporation nor the Union against any employee because of membership or non-membership in the Union.

ARTICLE 2 - MANAGEMENT'S RIGHTS

It is recognized that the Corporation has and shall retain the exclusive right to manage and direct its operation in all matters which are not specifically restricted by their Collective Agreement.

ARTICLE 3 - REQUESTS AND COMPLAINTS PROCEDURE

(a) It is the policy of the Corporation to allow employees reasonable opportunity to present to supervisors any request or complaint which they may have concerning any aspect of their working conditions.

(b) It is recognized, however, by the Corporation and the Union that not every such request or complaint constitutes a grievance entitled to be handled under the Grievance and Arbitration Procedure hereinafter provided.

(c) Any employee having such a request or complaint is entitled to present it to their supervisor for consideration. Within four (4) working days of receipt of the employee's request or complaint, the supervisor will inform the employee of their disposition of the request or complaint. Any employee who feels that they have been subjected to unfair treatment shall have the right to seek redress in accordance with the Grievance

and Arbitration Procedure as specified in Article 3 of their Collective Agreement.

(d) The Union Principal Steward (or delegate) shall be present at any meeting, with the member of the Bargaining Unit, where the employee is disciplined. At their meeting and at the request of the employee, Union representation may be declined in the presence of the Union representation.

GRIEVANCE AND ARBITRATION PROCEDURE

For the purposes of their Collective Agreement a dispute, claim or complaint which involves the interpretation or application of their Collective Agreement shall be considered to be a fit matter for Grievance and Arbitration Procedure and shall be dealt with promptly and as specified below.

All grievances shall be presented to the supervisor immediately concerned. All grievances must be presented in writing on the prescribed forms within fifteen (15) working days of the occurrence which has given rise to the grievance and all notices regarding the process of grievances shall be provided in writing. The time limits set out for the processing of grievances shall be observed strictly by the parties except in the case of mutual agreement to alter the time limits.

STEP 1

Within four (4) working days of receipt of the Grievance, the supervisor and/or the department superintendent will discuss the matter with the aggrieved employee and a Union representative. Failing settlement within ten (10) working days of the discussion, the aggrieved employee will be allowed four (4) working days in which to notify the President of a desire to proceed to Step 2.

STEP 2

Within four (4) working days of receipt of notice of a desire to proceed to Step 2, the President and/or their representatives will discuss the matter with the Union. Failing settlement within ten (10) working days of the discussion at Step 2, the Union will be allowed ten (10) working days in which to notify the Corporation of its intention to submit the grievance to Arbitration.

A notification by either party that a grievance is being submitted to Arbitration shall contain the name of the submitting party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) working days advise the other party of the name of its appointee to the Arbitration Board. The appointees so selected shall within five (5) working days of the appointment of the second of them appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a chairman within the time limits, the appointment(s) shall be made by the Labour-Management Arbitration Commission upon the request of either party.

(a) No Arbitration Board shall have the power to alter or change any of the provisions of their Collective Agreement or to substitute any new provision for any existing provision, or to provide a decision which is inconsistent with any term or provision of their Collective Agreement. The decision of the Arbitration Board will be final and binding on both parties.

(b) Each of the parties hereto will bear the expense of its nominee and the parties shall share equally any expenses and fee incurred by the Chairman.

As an alternative to Arbitration the parties may, by mutual agreement, agree to refer a grievance to a

Mediator/Arbitrator as a means of settlement. The Mediator/Arbitrator shall be mutually agreed to by the parties and each party shall pay one half (1/2) of the expenses and remuneration of the Mediator/Arbitrator.

(c) Each of the parties shall provide a copy of their brief to counsel for the opposing party one (1) working day before the arbitration hearing.

ARTICLE 4 - CHECK OFF

It is agreed that all employees eligible to become members of their Union, whether members or not, will pay an amount equal to the regular monthly dues, as a condition of employment.

Such amount will be deducted in weekly installments following the signing of an appropriate authorization card. The amount so deducted will be forwarded to the Finance Officer of the Power Worker's Union not later than the 15th day of the following month along with an alphabetical list showing for and on whose behalf such deductions were made. A copy of the dues check-off list will be sent to the principal steward.

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

ARTICLE 5 - PROBATION & TEMPORARY EMPLOYEES

(a) Temporary employees, including summer and co-op students, are persons hired for periods of limited duration and not to exceed nine (9) months in positions which are not likely to become part of the Corporation's continuing operation. If the temporary position is established due to pregnancy/parental leave/adoption leave, the nine (9) month period shall be extended to the duration of the leave. These employees may be dismissed during their temporary employment period without recourse to the Grievance and Arbitration Procedure as specified in Article 3 of their Collective Agreement. Temporary employees shall not be credited with seniority. Temporary employees will receive benefits in accordance with the Employment Standards Act.

(b) All employees hired for regular employment shall be on probation for the first six (6) continuous months of their employment and may be dismissed during their probationary period without recourse to the Grievance and Arbitration Procedure as specified in Article 3 of their Collective Agreement.

(c) All employees during their first three (3) continuous months of employment will not receive pay for floater holiday nor be entitled to bereavement pay. The Corporation will not pay for the Extended Health Care Plan during their period.

After three (3) months' continuous employment, employees hired for regular employment will be entitled to bereavement pay and will be eligible for the Extended Health Care Plan.

After six (6) months' continuous employment, employees hired for regular employment will be eligible for the Group Life Insurance Plan, the Dental Plan and the Long-Term Disability Plan.

All employees hired for regular employment as a Labourer will receive the regular labour rate after

three (3) months' continuous employment.

ARTICLE 6 - NO STRIKES, NO LOCKOUTS

In the event of any dispute arising out of matters covered by their Collective Agreement, no strike or lockout shall occur, but the dispute shall be submitted for settlement in accordance with the Grievance and Arbitration Procedure as specified in Article 3 of their Collective Agreement.

ARTICLE 7 - HOURS OF WORK

Their article is intended to provide a basis for calculating overtime and shall not be construed as a guarantee of hours of work per day or per week.

(a) It is recognized that the business of the Corporation is continuous and the employees must be prepared to maintain service to the citizens at all hours of the day and night.

(b) It is understood and agreed that Management has the right to designate such reporting centres as are necessary for the efficient operation of its business.

A schedule of reporting centres shall be posted two (2) weeks in advance indicating work centres where the employees may be required to report for each individual week.

When the workloads warrant an employee to report to a work centre other than the Main Operations Centre, an employee may be required to report to their reporting centre at any period during their designated time.

(c) Employees are to carry a lunch and must eat at the nearest available eating depot as designated by management.

(d) Regular working hours for all other electric department employees shall consist of eight (8) hours per day from 08:00 to 16:30, Monday to Friday with one-half (1/2) hour unpaid lunch between the hours of 11:00 and 13:30.

(e) In addition, every employee, with the necessary qualifications, shall be required to take their turn on the trouble truck. The hours of shift work on the trouble truck may be altered from time to time to suit changing conditions.

When a change in hours of shift work is being considered, Management will discuss the proposed changes with the principal steward or their designate prior to any change. Should a change in the hours of shift work not be satisfactory to both parties, Management's decision will be final.

All employees required to work on a shift schedule will be notified one (1) week prior to the commencement of the shift.

(f) No wages for travelling time outside the normal working hours shall be paid to an employee in order to attend training courses even though the employee is considered to be on Corporation business.

ARTICLE 8 - OVERTIME & HOLIDAYS

(a) All time worked in excess of the regular working hours stipulated in Article 7, hereof, unless relieving as a courtesy of a fellow employee, shall be paid for at double the basic rate.

(b) A minimum of one (1) hour will be paid at double the basic rate for any call out. Call out time to commence at time of call and expire upon arrival at home of employee. Such call out time to include travel time to a maximum of thirty (30) minutes each way or the actual travel time each way, whichever is the lesser.

(c) Wages shall be paid to employees for thirteen (13) recognized holidays which shall be as follows:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and one-half day prior to Christmas Day and one-half day prior to New Year's Day, and two (2) Floating Holidays.

Except for shift work regularly performed, all work on holidays shall be paid for at double the basic rate. Scheduled shift workers shall recognize Christmas, New Year's and Boxing Day on proper calendar dates.

Payment will not be made for a recognized holiday when an employee is absent without permission during a scheduled work day either immediately before or after the recognized holiday.

(d) Each regular employee shall be granted two (2) floating holidays to be taken in accordance with the Corporation's vacation policy.

The floating holidays must be taken in the year in which it is due between January 1st and December 31st and may not be accumulated from year to year.

ARTICLE 9 - SHIFT BONUS, MEALS, REST PERIODS & OTHER SPECIAL PROVISIONS

(a) Shift differential shall apply to employees required to work on a three-shift schedule or a two-shift schedule.

1) A shift differential of one dollar and forty cents (\$1.40) per hour effective April 1, 2021 and one dollar and sixty-five cents (\$1.65) per hour effective April 1, 2022 shall be paid to employees who are scheduled to work between the hours of 16:00 and 24:00, Monday to Friday.

2) A shift differential of one dollar and forty cents (\$1.40) per hour effective April 1, 2021 and one dollar and sixty-five cents (\$1.65) per hour effective April 1, 2022 shall be paid to employees who are scheduled to work between the hours of 00:00 to 8:00, Monday to Friday.

(b) A shift differential of one dollar and sixty-five cents (\$1.65) per hour shall be paid to all employees for work performed on a scheduled shift on Saturdays or Sundays.

(c) One and one-half (1½) times the basic rate shall be paid to all employees for work performed on a scheduled shift on recognized holidays as listed in Article 8, Paragraph (c) of their Collective Agreement.

(d) All employees required to work on the trouble truck during a regularly scheduled shift will receive a shift differential of one dollar and forty cents (\$1.40) per hour effective April 1, 2021, one dollar and sixty-five cents (\$1.65) per hour effective April 1, 2022 for work performed from 15:00 hours to 23:00 hours on week days.

(e) Standby will be on a weekly basis from Monday at 23:00 hours to the following Monday at 7:00 hours. Any employee required to be available for call out for any period of time not stipulated in Article 7(d) will be paid at the rate of two dollars and fifty cents (\$2.50) effective April 1, 2021, two dollars and sixty cents (\$2.60) effective April 1, 2022 for every hour that they are required to be available.

It is further understood that all employees shall respond to calls outside of regular hours when the need arises and in emergencies to help in any section or phase of the Corporation's operations in which they are qualified to help.

(f) A meal allowance to the value of fifteen dollars (\$15.00) on date of ratification will be provided during the course of overtime, with no loss of time -

1) after five (5) continuous hours of scheduled overtime,

2) after four (4) continuous hours of emergency overtime,

3) after one (1) hour emergency continuous work before regular working hours,

4) after two (2) hours continuous work after regular working hours,

or

5) after six (6) hours continuous work resulting from a combination of overtime before and after regular hours.

The above meal allowance will be paid without receipts, upon approval by the foreman/superintendent using the payroll time entry process.

Work performed during an employee's regular lunch period shall be considered as continuous work after regular working hours.

During the course of overtime, the employees will be allowed a one half (1/2) hour only paid lunch break at the job site to eat the entitled meal; or at the discretion of the Foreman, if a break is not taken to eat an entitled meal, then the equivalent of one half (1/2) hour will be paid in lieu of the break. Payment in lieu of a meal break shall be in addition to the meal allowance and shall be counted towards the entitlement for sleep time spelled out in Article 9(h).

(g) Contracting out of work normally performed by employees covered by their Collective Agreement shall not result in lay-off of employees normally engaged in such work.

(h) If an employee, excluding employees who are working a scheduled twelve (12) hour shift, works

overtime prior to their regularly scheduled shift, they shall be permitted to work their regularly scheduled shift, unless in the opinion of their foreman, they are not fit for work. If the employee works four to six (4 - 6) hours in the eight (8) hour period immediately preceding the commencement of their regularly scheduled shift, they shall be allowed four (4) hours time off for rest, with pay at their regular rate. Upon request, the employee may take unpaid time off for the balance of their regularly scheduled shift. If the employee works more than six (6) hours in the eight (8) hour period immediately preceding the commencement of their regularly scheduled shift, they shall be allowed eight (8) hours time off for rest, with pay at their regular rate. The foreman will decide when the employee can be released from the job. Time spent on the final meal shall count as part of the rest period.

(i) Costs of obtaining and maintaining driver's licences required for a position shall be covered by the Corporation with these stipulations:

- (a) Time for driver's test will be charged to Safety & Training.
- (b) Payment for medical cost up to the Medical Association Fee Schedule will be made upon submission of expense voucher and doctor's receipt.
- (c) Medical time to be charged as medical appointment.
- (d) Applies only to "A" & "D" licenses.
- (e) No payment for test fee will be made.

(j) The Corporation agrees to reimburse an employee the full cost of any Skilled Trades Ontario annual membership fee related to a compulsory trade certification recognized by the Skilled Trades Ontario, so long as such membership is required as a condition of employment by the Employer.

(k) The Corporation agrees that matters of discipline which are more than twenty-four (24) months old shall not be used against an employee and shall be removed from the employee's file after forty-eight (48) months, provided there is no further discipline during the forty-eight (48) month period, and upon written request from the Employee.

(l) An additional three dollars and fifty cents (\$3.50) per hour effective date of ratification will be paid to an employee who is a member of the Union and who acts as a temporary Crew Foreman/Supervisor provided that:

- (1) They are in charge of three (3) Journeypersons or six (6) lower grades, or
- (2) They are replacing a Crew Foreman/Supervisor who is absent from the job site and where employees have not been subsequently reassigned to another Crew Foreman/Supervisor, or
- (3) The employee has been assigned by the Corporation

ARTICLE 10 - VACATIONS

- (a) Employees who have been continuously employed by the Corporation prior to the first day of April of any year shall be granted vacations with pay in accordance with the Employment Standards Act.**
- (b) For vacation purposes a week shall be defined as forty (40) hours.**
- (c) An employee with less than one (1) year of service on the last day of December shall be granted one (1) day of vacation with pay for each full month of service, up to a maximum of ten (10) days, to be used before the first day of April of the following year.**
- (d) Employees who have been continuously employed by the Corporation for one (1) year prior to the last day of December shall be granted vacations with pay for two (2) weeks.**
- (e) Employees who have been continuously employed by the Corporation for three (3) years prior to the last day of December shall be granted vacations with pay for three (3) weeks.**
- (f) Employees who have been continuously employed by the Corporation for nine (9) years prior to the last day of December shall be granted vacations with pay for four (4) weeks.**
- (g) Employees who have been continuously employed by the Corporation for seventeen (17) years prior to the last day of December shall be granted vacations with pay for five (5) weeks.**
- (h) Employees who have been continuously employed by the Corporation for twenty-six (26) years prior to the last day of December shall be granted vacations with pay for six (6) weeks.**
- (i) Vacation entitlement as outlined from (c) to (h) inclusive shall be credited to the employee's vacation bank on April 1st of each calendar year.**
- (j) When any of the recognized holidays listed in Article 8 of their Collective Agreement occurs within an employee's vacation period, such employee shall be granted an extra day vacation at any time convenient to the Corporation.**
- (k) To be entitled to vacation pay, an employee must work at least forty (40) weeks in the vacation year. If the employee works fewer than forty (40) weeks in the year their vacation shall be reduced on a pro-rata basis for each week less than forty (40) weeks which they do not work. W.S.I.B. compensable leave, paid sick leave, jury duty and any protected leave under the Employment Standards Act are excluded from their requirement.**

Vacations shall be taken in the year in which they are due and may not be accumulated. Vacations will be extended to December 31st of the year, for employees on Workplace Safety and Insurance benefits. Up to thirty-two (32) hours of unused vacation may be carried over and taken by October 1st of the next vacation year. All other unused vacation entitlement as of March 31st and any carried over vacation not taken by October 1st will be forfeited.

- (l) At the employee's option and subject to the vacation policy the employee will be allowed to use up to two (2) weeks of vacation one (1) day at a time provided that an employee with only two (2) weeks' vacation**

will be allowed to use one (1) week of vacation one (1) day at a time. Employees with more than two (2) weeks of vacation may also be able to use up to two (2) days of vacation in half (1/2) day increments.

ARTICLE 11 - SICK LEAVE

(a) The Corporation's sick leave plan for regular employees was created by the Corporation to reduce the financial hardship that bona fide illness can create so far as inability to work and the consequent loss of normal wages are concerned.

All regular employees shall be granted sick leave credits for one hundred and forty-four (144) hours per year, said sick leave to be accumulative. Payment of wages for sick leave for each illness will not commence until an employee has been absent a minimum of one (1) hour. If required to do so, any employee shall submit to a medical examination by a qualified physician at the Corporation's expense and direction. The medical assessment shall indicate whether the employee is capable of returning to work and will include any restrictions to performing the employee's regular duties. After a review of the medical assessment provided, the Corporation may request the employee to attend a medical examination by a qualified physician of the Corporation's choice and at the Corporation's expense. The medical assessment shall indicate whether the employee is capable of returning to work and will include any restrictions to performing the employee's regular duties.

(b) Employees will be required to arrange routine medical, dental or paramedical (including physiotherapist, massage therapist and chiropractor) appointments during non-working hours. Where such appointments cannot be arranged during non-working hours then the employee will attempt to minimize the appointment time. However, appointment time shall not be more than two (2) hours but may be extended beyond two (2) hours at the discretion of the Supervisor. Appointment time may be made up if mutually agreed to by the supervisor and the employee, or at the employee's discretion, charged against available banked time or charged against employee's sick leave bank.

(c) An employee may utilize up to one (1) accumulated sick day per calendar year for the purpose of attending to the illness or a health-related issue in the employee's family. This shall be called Family Medical Leave and is subject to the following:

- a) For the purposes of this clause, family member shall include: spouse (partner); parents; step-parents; and children/step children of the employee.
- b) Whenever possible, approval to utilize Family Medical Leave will be obtained in advance of the requested time off from the employee's supervisor. Should an unexpected family medical emergency arise, employees who contact the employer prior to their regularly scheduled shift will be deemed to have obtained approval for their Family Medical Leave.
- c) Time taken under this clause shall be deducted from the employee's accumulated sick leave balance. The amount deducted will be based on the employees shift (8 or 12-hour shift) and must be taken on a full day basis.

ARTICLE 12 - HEALTH PLAN

(a) On behalf of each regular employee, the Corporation shall pay one hundred percent (100%) of the basic premium rates for the following health plans:

- i) **Canada Life or its equivalent Extended Health Plan (\$10.00 & \$20.00 deductible) plus vision care coverage to a maximum of five hundred dollars (\$500.00) effective date of ratification every twenty-four (24) months per family member. Employees will be allowed to use the vision care coverage entitlement for laser eye surgery in-lieu-of the eye glass coverage, on a one-time only basis. Employees may use a portion of the vision care coverage towards eye exams. Hearing aid coverage to a maximum of three hundred dollars (\$300.00) every five (5) years per family member. A combined total of one thousand, one hundred dollars (\$1,100) per employee and family member for massage therapy, chiropractic, physiotherapy and/or naturopath coverage from the first dollar with a maximum of six hundred and seventy-five dollars (\$675.00) per type of practitioner. Prescription drugs will be mandatory generic and will have a seven dollars (\$7.00) dispensing fee cap.**
- ii) **OHIP Ward Hospital Care or its equivalent.**
- iii) **Canada Life Dental Plan or its equivalent upgraded to the 2021 O.D.A. Fee Schedule on ratification, to the 2022 O.D.A. Fee Schedule effective April 1, 2022. Dental recall every nine (9) months for adults, six (6) months for dependent children.**
- iv) **Canada Life or its equivalent Deluxe Travel Plan.**
- v) **Major Restorative (Crowns and Bridges) to a maximum of one thousand, one hundred dollars (\$1,100.00) per benefit year per family member.**

Coverage for orthodontics 50/50 co-pay to a maximum of two thousand, two hundred dollars (\$2,200.00) lifetime per family member.

Increase eligible dependent age from twenty-one (21) to twenty-four (24) if in full time attendance at an accredited school, college or university.

Cap private duty nursing at ten thousand dollars (\$10,000.00) per benefit year.

Benefit year is from March 1st to February 28th.

(b) Employees absent from work due to an occupational illness or injury and pending the decision of the Workplace Safety and Insurance Board regarding the employee's entitlement to compensation in respect of the workplace injury or illness, and provided sick leave credits are available, will have their normal earnings maintained at their regular pay and such paid hours will be deducted from the employee's sick leave bank. The employee's sick leave bank shall be restored to the extent such sick benefits are repaid by the WSIB. For the period during which any employee is receiving Workplace Safety and Insurance Board benefits, their employee will not be eligible for additional sick leave payments. For the period during which any employee is receiving accident compensation from the Workplace Safety and Insurance Board of Ontario, the Corporation shall pay to such employee an amount equal to their net pay (minus the amount of compensation benefits) and such payments shall not be deducted from the employee's accumulated sick leave. Net pay equals gross pay less income tax, E.I. and C.P.P.

(c) The Corporation will pay one hundred percent (100%) of the basic premium rates for Extended

Health Care Plan, including Vision Care and Hearing Aids, Dental Plan, Ward Coverage Hospitalization Plan and Deluxe Travel Plan between the age of fifty-five (55) and sixty-five (65) for any employee who selects early retirement providing the employee has completed a minimum of twenty (20) years' service with the Corporation prior to retirement and is receiving the OMERS Pension. The benefits and deductibles to be in accordance with the health plans as set out in Article 12(a).

ARTICLE 13 - PENSIONS & INSURANCE

On behalf of each regular employee, the Corporation will pay for the following pension and insurance premiums:

- (a) The employers share of the basic OMERS plan and Canada Pension Plan.
- (b) Full cost of premiums for the basic term (based on one hundred and fifty percent (150%) of annual earnings) Group Life Insurance with Desjardins Insurance, or its equivalent, and will make additional optional insurance available based on a maximum of three hundred percent (300%) of annual earnings.

Annual earnings for the purposes of Group Life Insurance is defined as the employee's regular hourly rate multiplied by the normal scheduled hours of work on an annual basis.

- (c) Full cost for a Long-Term Disability Plan. The plan will provide for sixty-six and two thirds percent (66 2/3%) of regular earnings after a six (6) month waiting period. The employee will be required to use all accumulated sick leave credits before payments start under the L.T.D. Plan. The Corporation will continue to pay for existing employee benefits when sick leave credits expire, for a period equal to the employee's seniority up to a maximum of twenty-four (24) months.

ARTICLE 14 - LEAVE OF ABSENCE

Bereavement Leave

- (a) In the event of the death of a member of the immediate family of an employee who has completed three (3) continuous months of employment,
 - i) For spouse, father, mother, child or step child, they shall be released from duty for a period up to five (5) days without reducing normal earnings in order to arrange for or attend the funeral.
 - ii) For step-father, step-mother, grandparents, brother, sister, mother-in-law, father-in-law or grandchild, they shall be released from duty for a period up to three (3) days, without reducing normal earnings, in order to arrange for or attend the funeral.
 - iii) For the employee's brother-in-law, sister-in-law, uncle or aunt, they shall be released from duty for one (1) day, without reducing normal earnings to attend the funeral.
- (b) A regular employee required for jury duty or crown witness on behalf of the Corporation shall have paid to them the difference between the amount received for jury duty or crown witness and the amount of basic earnings for the period of absence.

Union Business

(c) Where the efficient and effective operation of the department permits and with at least five (5) days advanced written notice, employee leaves of absence with pay to attend Union business, shall be granted contingent upon cost reimbursement by the Union.

ARTICLE 15 – SENIORITY, JOB POSTING & SELECTION

(a) Seniority shall be on a bargaining unit basis and shall date from the time the employee last entered the employ of the Corporation. Any employee with more than nine (9) months' seniority, who is recalled after a lay-off, shall have their previous employment time added to their seniority provided that they are recalled within one (1) year of their lay-off.

(b) An employee transferred out of the bargaining unit for six (6) months or less who is later transferred back into the bargaining unit shall not lose seniority due to their time out of the bargaining unit.

(c) An employee shall continue to accumulate seniority when absent from work for the following reasons:

- 1) Leave of absence granted by the Corporation, up to a maximum of one (1) month.
- 2) Occupational injury up to the temporary disability coverage extended under the Workplace Safety and Insurance Act up to a maximum twenty-four (24) months.
- 3) Paid sick leave under Article 11.
- 4) Authorized vacations and recognized holidays.

(d) An employee shall lose service credit and their name will be removed from Corporation records if they

- 1) terminates voluntarily
- 2) is discharged and not reinstated
- 3) retires
- 4) is laid off for a period exceeding twelve (12) calendar months
- 5) fails to report for work after a lay off within five (5) working days of recall, notice of which has been sent by registered mail, unless because of illness or another acceptable reason
- 6) is absent from work more than three (3) consecutive working days without furnishing to the Corporation a satisfactory explanation for such absence, unless it can be established that they were prevented from such notification for reasons beyond their control
- 7) is absent from work for any reason for a period of thirty (30) consecutive months or more unless on paid sick leave under Article 11 or other legislative leave.

(e) The Corporation shall post a seniority list in January of each year and shall send a copy of such list to the Power Workers' Union Office.

LAY-OFF AND RECALL

(f) If in the opinion of the Corporation, it becomes necessary to reduce staff, employees shall be laid off in the reverse order of their seniority, provided that the remaining employees are qualified and capable of performing the work. The decision as to the relative qualifications and ability of the employees is to remain the prerogative of the Superintendent, provided that it is not done in a discriminatory or unjust manner. Employees may be allowed a reasonable time, in the opinion of the Superintendent, to learn the new job.

(g) If a job opening within their previous job classification occurs within twelve (12) calendar months from the date of their lay-off, an employee who has completed their probationary period will be offered recall. Should there be more than one (1) employee in that classification, recall shall be made in the reverse order that they were laid off. Any employee who refuses recall will be terminated.

(h) In addition to the above recall provision, any employee on lay-off who has completed their probationary period shall have the same privilege of applying for a job posting as any other employee, up to twelve (12) calendar months from the date of their lay-off.

(i) The Corporation shall mail employees on lay-off, job posting, job acceptance or recall notices, by registered mail, sent to the last known address of the employee. It shall be the responsibility of each employee to keep the Corporation advised of their current address by registered mail. Evidence of mailing shall be sufficient proof of notification.

(j) An employee on lay-off who is successful in applying for a job posting and fails to report for work within five (5) working days from written notification, unless because of illness or other acceptable reason, will be terminated.

JOB POSTING & SELECTION

(k) When a vacancy occurs in a classification covered by the Collective Agreement, Management agrees to post details of such vacancy on the notice board for a period of five (5) working days, in order to give present employees an opportunity to make application for the position.

Job posting shall not apply when placing an employee on retrogression to their initial position.

(l) In selecting a candidate to fill a vacancy within the bargaining unit, Management shall consider skill, ability, and qualifications, to perform the duties of the posted position. When these factors are equal among the applicants, then preference will be given to the employee with the highest seniority.

(m) All applications for job postings shall be in writing to the supervisor.

(n) All unsuccessful applicants will be notified as to the reason for the final decision. Notice of the successful applicant will be posted.

(o) Employees classified as Station Operator or as Spare Operator are excluded from making applications

under the job posting procedure for a minimum period of four (4) calendar years from the time that they initially enter such a classification.

ARTICLE 16 - WAGE RATE SCHEDULE

- (a) Employees will receive rates of pay in accordance with Schedule "A" - the classifications and rates are listed therein for purpose of payment of wages only.
- (b) Wages shall be annually divided into fifty-two (52) instalments, payable on every Thursday.
- (c) Upon completion of an employee's probation period, the employee will be informed whether they will be classified as a Trainee or one of the other listed classifications.
- (d) Progression from minimum to maximum wage rates in any classification, will be decided upon by the Superintendent after conferring with the Foreman concerned and will be given effect upon being recommended in writing by the Superintendent and receiving the approval of the President.

When a progression is granted, it shall go into effect on January 1st or July 1st.

The wage rate of an employee who has not attained the maximum rate in their classification, will be reviewed by the Superintendent and Foreman concerned every six (6) months prior to the anniversary or semi-anniversary of their inclusion in that classification. If, as a result of such review, an increase in wage rate is not granted, the required improvement in performance of their duties will be explained to the employee by the Superintendent.

Promotion from one classification to another will be decided upon solely by the Superintendent. The decision of the Superintendent as to increased wage rates or promotions will be final and conclusive, subject to the Grievance and Arbitration Procedure prescribed in Article 3 of their Collective Agreement.

- (e) It is understood that certain employees will be selected by Management as trainees and these employees shall automatically progress from minimum to maximum in their classification in equal semi-annual steps. However, in the event that an employee fails to make satisfactory progress, their advancement may be withheld for a period of six (6) months. When progression is withheld, Management shall give one (1) months' notice to the employee and the reason for withholding routine progression, and at the next semi-annual routine progression date, their progress and general performance shall be reviewed. If their progress and general performance are then found satisfactory, they shall be granted routine progression. If their progress and general performance are not found to be satisfactory, they shall either be reclassified or dismissed. If at the time of the review just mentioned, their progress and general performance were found to be satisfactory, and if six (6) months after the review their performance has continued satisfactorily, the employee may be granted the next step in progression, thus re-establishing their original progression status.
- (f) Upon promotion or at commencement of employment, based upon ability, experience and efficiency, employees may be placed in any classification at a wage rate higher than the minimum for that grade at the discretion of the Superintendent.
- (g) Duties and qualifications of employees occupying positions listed in their Article are detailed in the approved Job Descriptions. An employee required to perform the duties of a higher rated position covered by

their Collective Agreement shall be paid the higher rate for the time so occupied.

(h) **Retgression:** The term "retgression" is used to indicate a gradual reduction in pay to a predetermined adjusted rate.

1. **Where applicable:**

a) **Retgression shall apply where a regular employee becomes unable to perform the duties of the job for which they are receiving the standard rate and is transferred to a lower rated job because of:**

(i) **A disability caused by accident or illness.**

(ii) **Inability to cope with increased responsibility due to change in job content.**

(iii) **Where the unsatisfactory performance is due to faulty selection and the employee has served in the position for a period of at least one (1) year.**

b) **Retgression shall not apply where:**

(i) **An employee has less than ten (10) years' established service credit.**

(ii) **The change to the lower rated job is made at the request of the employee to escape heavy work or responsibility or for personal reasons.**

(iii) **The change to the lower rated job is made necessary for unsatisfactory job performance due to causes other than in (b)1(a).**

(iv) **Subject to ratification by the Corporation's doctor, employees within three (3) years of normal retirement age shall, if subject to retgression, have their rate frozen.**

Note: Where retgression does not apply, the employee will receive the job rate for the new job effective at the time of transfer to the new job.

c) **Nothing in their regulation will override special commitments that have been made by the Corporation that in certain instances rates of pay will be maintained.**

2. **How applied:**

The Corporation will endeavor to provide an employee to whom item (h)1(a) applied, with work they are capable of performing. Their rate of pay shall be calculated as follows:

a) **To the base rate of their new classification will be added an additional two and one-half percent (2-1/2%) of the differential between the base rate for the new job and the base rate for the employee's former job for each year by which their continuous service exceeds ten (10) years at the time of transfer. This determines the rate to which the employee's pay will be reduced.**

b) **The reduction in rate will take place in steps each amounting to but not exceeding**

approximately four percent (4%) of their former base rate. The first step shall occur three (3) months after they have been transferred to the new job. The subsequent steps shall occur at six (6) month intervals until the rate determined in 2(a) has been reached.

- c) Where the retrogressed employee is unable to do the job to which they have been retrogressed and demotion to another job is necessary, the rate for their new job shall be based on the differential between the base rate of the original job from which they have been retrogressed and the base rate of their new job.
- d) While retrogression is in progress and after retrogression is completed, increases in pay that occur will be applied only to the base rate for the new job and the retrogressed employee will only receive a benefit when the base rate for the new job exceeds their adjusted rate.
- e) The President or Vice-President will notify the Union when employees are placed on retrogression.

ARTICLE 17 – SAFETY

(a) One (1) hour with pay during working hours every month will be allowed for employees on regular time as arranged by the officers of the Corporation in which to practice first-aid, resuscitation and accident prevention methods.

(b) The Corporation shall supply suitable work gloves to employees whose duties require their use. Work gloves will be replaced by the Corporation when the old pair is turned in to the foreman for replacement and they consider the gloves no longer serviceable.

(c) The Corporation agrees to reimburse each regular employee in each twelve (12) month period; two hundred and fifty dollars (\$250.00) effective date of ratification and two hundred and sixty dollars (\$260.00) effective April 1, 2022 for safety footwear if such employee is required to wear safety footwear.

In addition, safety eye glasses (including prescription) will be provided for employees where required.

ARTICLE 18 – GENERAL

It is recognized and agreed that additional benefits granted by the Corporation in settlement of their current Collective Agreement satisfy the requirements of the refund provisions of the Rebate Sections of The Ontario Health Insurance and Employment Insurance Sick Leave Legislation.

It is understood that where there may not be sufficient work in a particular classification to provide full time employment for the employees so classified, employees are expected to perform the normal duties in a classification of equal or lower pay in another section. Likewise, an employee of an equal or lower classification may be expected to assist in higher grade work in other than their own section.

Copies of job descriptions agreed upon by the parties can be obtained through the Corporation or the Principal Steward.

ARTICLE 19 - TERM OF COLLECTIVE AGREEMENT

Their Collective Agreement shall remain in full force and effect from the first day of April 2021 until the thirty-first day of March 2023, and thereafter shall be automatically renewed from year to year, unless either party shall furnish the other with written notice of a desire to terminate or amend the Collective Agreement within the period of ninety (90) days immediately prior to the last day of March in any year.

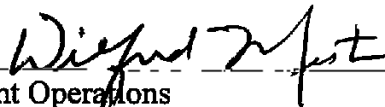
IN WITNESS WHEREOF, Their Collective Agreement has been executed by the parties hereto:

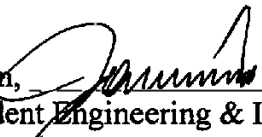
Signed their 27th day of October 2021.

On behalf of the Corporation:

D. Schnarr, 
Chair

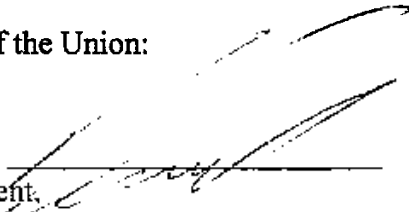
J. Van Ooteghem, 
President & CEO

W. Meston, 
Vice President Operations

G. Cameron, 
Vice President Engineering & IT

J. McGeachy, 
Manager of Human Resources

On behalf of the Union:

T. Chessell, 
Vice President,
Power Workers' Union

**SCHEDULE "A" - WAGE RATES
APRIL 1, 2021
GENERAL INCREASE (2.0%)**

Classifications	Base Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Power Line Technician	27.90	29.39	30.96 1 st Year Apprentice	32.62	34.38 2 nd Year Apprentice	36.25	38.20 3 rd Year Apprentice	40.28	42.45 4 th Year Apprentice	44.74 J'Person		
Lineman/Electrician	27.90	29.39	30.96	32.62	34.38	36.25	38.20	40.28	42.45	44.74 J'Person		
Substation Maintenance Electrician	27.90	29.39	30.96	32.62	34.38	36.25	38.20	40.28	42.45	44.74 J'Person		
Line Truck Driver	27.90	29.27	30.68	31.95	33.27	34.55	35.88	37.16	38.10			
Utility Arborist	27.90	29.39	30.92	32.47	33.96	35.53	37.06	38.58	40.10	41.62		
Meter Technician	27.90	29.39	30.96	32.62	34.38	36.25	38.20	40.28	42.45	44.74		
Protection & Control Technologist	31.64	33.03	34.52	36.07	37.66	39.36	41.09	42.92	44.87	46.85		
Station Operator	31.64	33.03	34.52	36.07	37.66	39.36	41.09	42.92	44.87	46.85		
Carpenter	27.90	28.79	30.06	31.30	32.59	33.87	35.13	36.40	37.68			
Utilities Installer	27.90	28.74	29.93	31.19	32.42	33.60	34.85	35.94				
Equipment Operator/Crane Operator	27.90	28.74	29.93	31.19	32.42	33.60	34.85	35.94				
Vehicle Mechanic	23.38	24.60	25.85	27.09	28.36	29.63	30.83	32.06	33.35	34.59	36.11 Licence Req'd	39.72 Vehicle Mice Gr.A
Service Attendant	Labourer Rate to \$.10 above Labourer Rate											
Labourer	25.96 Temp	27.89 Permanent										
Custodian	27.89 Max											
Maintenance Person	31.17											

Seniority will be maintained and benefits will be paid while Vehicle Maintenance Mechanic is attending school pertaining to apprenticeship.

**SCHEDULE "A" – WAGE RATES
APRIL 1, 2022
GENERAL INCREASE (2.0%)**

Classifications	Base Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Power Line Technician	28.46	29.98	31.58 1 st Year Apprentice	33.27	35.07 2 nd Year Apprentice	36.98	38.96 3 rd Year Apprentice	41.09	43.30 4 th Year Apprentice	45.63 J'Person		
Lineman/Electrician	28.46	29.98	31.58	33.27	35.07	36.98	38.96	41.09	43.30	45.63 J'Person		
Substation Maintenance Electrician	28.46	29.98	31.58	33.27	35.07	36.98	38.96	41.09	43.30	45.63 J'Person		
Line Truck Driver	28.46	29.86	31.29	32.59	33.94	35.24	36.60	37.90	38.86			
Utility Arborist	28.46	29.98	31.54	33.12	34.64	36.24	37.80	39.35	40.90	42.45		
Meter Technician	28.46	29.98	31.58	33.27	35.07	36.98	38.96	41.09	43.30	45.63		
Protection & Control Technologist	32.27	33.69	35.21	36.79	38.41	40.15	41.91	43.78	45.77	47.79		
Station Operator	32.27	33.69	35.21	36.79	38.41	40.15	41.91	43.78	45.77	47.79		
Carpenter	28.46	29.37	30.66	31.93	33.24	34.55	35.83	37.13	38.43			
Utilities Installer	28.46	29.31	30.53	31.81	33.07	34.27	35.55	36.66				
Equipment Operator/Crane Operator	28.46	29.31	30.53	31.81	33.07	34.27	35.55	36.66				
Vehicle Mechanic	23.85	25.09	26.37	27.63	28.93	30.22	31.45	32.70	34.02	35.28	36.83 Licence Req'd	40.51 Vehicle Mtrcs - Gr.A
Service Attendant	Labourer Rate to \$.10 above Labourer Rate											
Labourer	26.48 Temp	28.45 Permanent										
Custodian	28.45 Max											
Maintenance Person	31.79											

Seniority will be maintained and benefits will be paid while Vehicle Maintenance Mechanic is attending school pertaining to apprenticeship

APPENDIX "A"

TWELVE-HOUR SHIFTS FOR OPERATORS

1. GENERAL

- 1.1 Their Appendix applies only to employees who are Station Operators or Spare Station Operators.
- 1.2 All basic wage rates - as per Collective Agreement.
- 1.3 All scheduled paid time off shall be approved by management.

2. HOURS OF WORK (Article 7)

- 2.1 Each shift cycle will cover a period of twenty-eight (28) days. During their cycle, each Operator will be assigned fourteen (14), twelve-hour shifts, with no more than four (4) scheduled shifts in any calendar week. (See - TWELVE-HOUR SHIFT SCHEDULE FOR THE CONTROL ROOM.)
- 2.2 Shifts will change at 07:00 and 19:00 local time.
- 2.3 The 'A' shift will be the shift beginning at 19:00 hours and ending at 07:00 hours. Their shift begins on one calendar date and ends on the next. All hours worked on their shift will be considered to have been worked on the calendar date the shift ends on.
- 2.4 The 'B' shift will be the shift beginning at 07:00 hours and ending at 19:00 hours.
- 2.5 Each pay period will be for one (1) calendar week beginning on Thursday and ending the following Wednesday. It is recognized that, during a pay period, Operators may be assigned more or less than forty (40) hours of regularly scheduled work. Any regularly scheduled hours in excess of forty (40) hours in a pay period will be put into a payroll bank for that Operator at their basic rate. In any pay period, each Operator will be paid a maximum of forty (40) hours at basic rate, plus all overtime, shift differentials, and premiums earned in that pay period.
- 2.6 Any shift operator, whose relief operator does not report for duty at the regular time, must remain at their post until a substitute relief operator is arranged for.
- 2.7 Hours of work for trainees below Step 4 of the Wage Rate Schedule will be set by the System Control Supervisor. Trainees who are at Step 4 of the Wage Rate Schedule or above may be considered as a relief operator for a shift operator.

3. OVERTIME AND HOLIDAYS (Article 8)

- 3.1 All time worked in excess of the regularly scheduled working hours, unless relieving as a courtesy of a fellow employee, will be paid for at double the basic rate.
- 3.2 Each Operator or Spare who works a scheduled shift on a recognized holiday, as per Article 8 of the Collective Agreement, will be paid for twelve (12) hours at two (2) times the basic rate and be credited with eight (8) hours to their accumulated stat holiday account (W.O. #38) at basic rate.

- 3.3 An Operator scheduled for a day off on a recognized holiday, as per Article 8 of the Collective Agreement, will be credited with eight (8) hours to their accumulated stat holiday account (W.O. #38) at basic rate.
- 3.4 Time credited in the stat holiday account (W.O. #38) earned in one calendar year must be used by May 31 of the following year.
- 3.5 A scheduled shift taken off as a floater holiday, per Article 8(d) of the Collective Agreement, will be recorded as eight (8) hours to the Operator's stat holiday account (W.O. #38).

4. SHIFT DIFFERENTIALS AND SPECIAL PROVISIONS (Article 9)

- 4.1 Existing shift differentials listed in the Collective Agreement under Article 9 are replaced with the following:

Monday to Friday - Shift 'B'.....No differential
 Monday to Friday - Shift 'A'.....\$2.30 per hour effective date of ratification and \$2.50 per hour effective April 1, 2022.
 Saturday and Sunday - Shift 'A' and 'B'..... \$4.25 per hour effective date of ratification and \$4.65 per hour effective April 1, 2022.
 Monday to Friday – Planning Shift – 8-hour Shift5% above the Station Operator Wage Rate per hour.

- 4.2 No more than sixteen (16) hours will be worked in succession, unless authorized.

5. VACATIONS (Article 10)

- 5.1 When vacations are taken, each day taken will be recorded as twelve (12) hours to a maximum of forty (40) hours in a pay period. Only the hours paid will be deducted from the Operator's vacation account (W.O. #37).
- 5.2 A minimum of two (2) weeks' notice will be required to schedule days off.

6. SICK LEAVE (Article 11)

- 6.1 Each day of sick leave used will be recorded as twelve (12) hours to a maximum of forty (40) hours in a pay period. Only the hours paid will be deducted from the Operator's accumulated sick leave account (W.O. #39).

7. LEAVE OF ABSENCE (Article 14)

- 7.1 As per Article 14 of the Collective Agreement except that each scheduled shift taken off will be recorded as twelve (12) hours.

Bereavement leave - hours paid will not exceed the maximum allowed in Article 14(a) (a day equals eight (8) hours).

8. SPARE STATION OPERATORS (Article 9)

- 8.1 Will be paid shift differentials as detailed above in Section 4.1, when working in the operating classification, except when being paid premium rates.
- 8.2 Will be paid premium rates as per Article 8 of the Collective Agreement.
- (a) When the combined hours worked in the operating classification and in their regular classification in the same calendar day exceed eight (8) hours.
 - (b) When hours worked in the operating classification exceed twelve (12) hours in a shift.

The premium rate to be paid will be based upon the rate for the classification being worked when the excess hours occur.

- 8.3 When the total scheduled hours worked in the operating classification and in their regular classification is in excess of forty (40) hours in a week, the excess scheduled operating classification hours will be put into their payroll bank.

Management reserves the right to schedule time off, during the same week, equivalent to the hours worked in the operating classification.

- 8.4 A minimum of two (2) calendar days advance notice will be given to Spare Operators required to work a complete twelve-hour shift at regular rates.

9. PAYROLL BANK

- 9.1 Each Operator's payroll bank will only include the scheduled hours worked in excess of forty (40) hours in any pay period. The hours added to their bank will only be at the Operator's basic rate. All shift differentials, and other premiums, are to be paid out in the pay period earned.
- 9.2 When the time accumulated in a pay period is less than forty (40) hours, the hours required to make up the difference will be drawn from their bank. If there are not enough hours in their bank then hours from the Operator's stat holiday account (W.O. #38) or vacation account (W.O. #37) may be used.
- 9.3 Payroll bank hours must be taken as time-off. Each Operator should schedule days off so that their bank hours do not exceed eighty-four (84) hours. Management reserves the right to schedule time off once the threshold of eighty-four (84) hours has been exceeded.

9.4

TWELVE-HOUR SHIFT SCHEDULE FOR THE CONTROL ROOM

	WEEK #1 SMTWTFS	WEEK #2 SMTWTFS	WEEK #3 SMTWTFS	WEEK #4 SMTWTFS
<u>OPERATORS</u>				
1)	AAXXBBX	XXAAXXB	BBXXAAX	XXBBXXA
2)	BBXXAAX	XXBBXXA	AAXXBBX	XXAAXXB
3)	XXBBXXA	AAXXBBX	XXAAXXB	BBXXAAX
4)	XXAAXXB	BBXXAAX	XXBBXXA	AAXXBBX

LEGEND: A = 19:00 of previous day to 07:00
 B = 07:00 to 19:00
 X = scheduled day off

Schedule will repeat every 28 days. (Week 1 follows week 4.)

Stat Holidays = 2 x basic rate + shift differential.

10.1 Two (2) hours with pay during working hours every second month will be allowed as arranged by the Corporation for Operators to attend safety meetings.

Operators who attend the safety meeting on non-working hours shall be paid at the appropriate overtime rate.

APPENDIX "B"

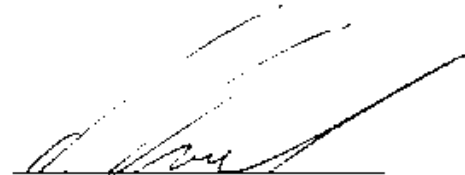
LETTER OF UNDERSTANDING - #1

RE: HOURS OF THE TROUBLE TRUCK

The hours of work of the Trouble Truck will be from Monday to Friday inclusive 1500 hours to 2300 hours.

The parties will develop a schedule for staffing on the Trouble Truck. Employees will rotate weekly on the Trouble Truck.

All other conditions detailed under Article 7 e) remain in effect.



Power Workers' Union



J. Van Ooteghem
Kitchener-Wilmot Hydro Inc.

October 27, 2021

Date

Renewed for the Term of the Collective Agreement July 6, 2021.

LETTER OF UNDERSTANDING #2

POWERLINE TECHNICIAN (PLT)

1.0 Principle for Introduction

The Powerline Technician Classification has been introduced to facilitate the efficient, effective and safe completion of work at Kitchener-Wilmot Hydro Inc. by qualified trades' staff with a diverse base of skills. The prime concern of the negotiating team was the need for Electricians and Linemen to obtain a broad range of skills required to perform the tasks of a Powerline Technician. The Powerline Technician shall perform all aspects of distribution work (Overhead and Underground) as per the Job Description.

2.0 Exceptions

Current employees classified as a Lineman or Electrician Journeyperson who do not volunteer to be reclassified as a Powerline Technician shall be grandfathered in their present classification and shall not require any further cross training in the new classification unless the employee agrees. Current employees shall be required to perform duties of the other classification for which they have been trained except for being placed on the trouble truck as long as there are sufficient numbers and mutual agreement. When the number of Electricians are reduced to a minimum number required to perform stations works, remaining Electricians may be exempted from service truck duties by mutual agreement.

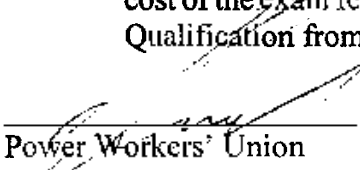
3.0 Training/Job Expectations

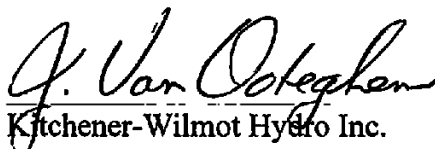
Employees who are reclassified as Powerline Technician shall be provided with the necessary training at no cost to the employee. The development and delivery of training programs shall be the responsibility of Kitchener-Wilmot Hydro Inc. to ensure all employees receive the necessary skills and training required.

Employees will participate in additional training provided by Kitchener-Wilmot Hydro Inc. to increase their skills and knowledge as required.

4.0 Red Seal Exam Fee

Employees who are classified as Powerline Technician Journeyperson and who write the Powerline Technician red seal exam after ratification of their collective agreement shall be reimbursed for the cost of the exam fee upon providing Kitchener-Wilmot Hydro Inc. with a copy of their Certificate of Qualification from the MTCU.


Power Workers' Union


Kitchener-Wilmot Hydro Inc.

October 27, 2021
Date

Renewed for the Term of the Collective Agreement July 6, 2021.

LETTER OF UNDERSTANDING #3

RE: BANKED TIME

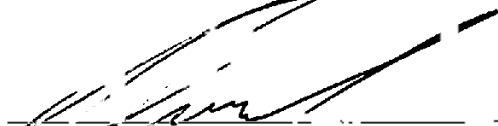
Banked time provisions will apply to all employees:


1. Overtime hours worked may be banked or paid at the appropriate premium rate.
2. A maximum of forty-eight (48) hours may be accumulated as banked time per calendar year.
3. Such banked time may be taken at a mutually agreeable time.
4. Any hours accumulated and not taken by March 31st of the following year shall be paid out at the employee's current rate.

RE: REST TIME BANK

The parties recognize the importance of responding to call outs. To complement sleep time provisions in the Collective Agreement and to provide additional rest time between regularly scheduled shifts, the parties agree to the following Rest Time Bank provision.

1. Overtime hours worked on emergency call outs may be banked to an accumulated maximum of twenty (20) hours per calendar year for all Employees.
2. Upon request such banked time may be used for additional rest time to avoid unpaid time off for the balance of a regularly scheduled shift as per Article 9 (h).
3. Any hours accumulated and not taken by March 31st of the following year shall be paid out at the employee's current rate.


Power Workers' Union


J. Van Obeeghem
Kitchener-Wilmot Hydro Inc.

October 27, 2021

Date

Renewed & revised for the Term of the Collective Agreement July 6, 2021.

LETTER OF UNDERSTANDING #4

ALTERNATIVE HOURS OF WORK

The Parties agree to modify the hours of work as noted below for the Lineman, Line Truck Driver, Utility Arborist, Electrician, Powerline Technician, Carpenter, Utilities Installer, Spare Operator, Protection & Control Technologist, Equipment Operator and Crane Operator job classifications. All other job classifications will continue to work their normal hours of work unless mutually agreed to otherwise.

The hours of work for the above classifications shall consist of eight (8) hours per day from 0700 hours to 1500 hours Monday to Friday with a twenty (20) minute paid lunch break taken on the job site between the hours of 1100 and 1300.

The provisions of Article 9 shall continue to apply in the event employees are required to work through their lunch.

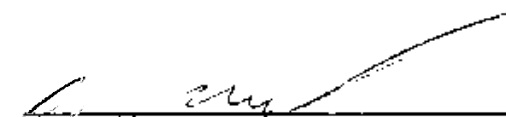
Employees shall revert to their normal hours of work and working conditions for all other time periods unless mutually agreed to otherwise.

The parties shall convene a joint meeting after January of each year, to discuss the merits of mutually modifying the alternative hours of work arrangements for the remainder of the term of the Agreement.


Operational effectiveness shall not be reduced as a result of the change in hours.

In extreme weather conditions and where there is mutual agreement, the parties can decide to take a 30 minute unpaid lunch break. The parties will work from 7:00-15:30.

It is understood that training courses and meetings may need to be scheduled to accommodate office staff or the trainer's schedule. For these instances it is agreed that some employees will have modified hours of work scheduled between 0700 and 1630 for specific training courses and meetings. One weeks' notice will be given to those employees affected. No overtime will be granted to attend training courses and meetings due to modified hours of work. The parties agree that their paragraph applies to all job classifications within the bargaining unit.



Power Workers' Union



Kitchener-Wilmot Hydro Inc.

October 27, 2021

Date

Renewed for the Term of the Collective Agreement July 6, 2021.

LETTER OF UNDERSTANDING #5

HOURS OF WORK FOR CUSTODIAN, MAINTENANCE PERSON AND VEHICLE MECHANIC

Custodian

- The regular hours of work for the Day Custodian shall consist of eight (8) hours per day not starting earlier than 7:00 and finishing not later than 18:00, Monday to Friday with one half (1/2) hour unpaid lunch. The regular hours of work for the Afternoon Custodian shall consist of eight (8) hours per day not starting earlier than 10:30 and finishing not later than 20:30, Monday to Friday with one half (1/2) hour unpaid lunch.
- A Shift differential as outlined in Article 9 (a) (1) will be paid to the Custodian working the afternoon shift, for all hours worked each day. No shift differential will be paid for the Custodian working the day shift.
- Management will provide one (1) week notice to change the daily start times. The parties agree that Management has the right to set the regular hours of work of either or both of the custodians within the periods specified above.


Maintenance Person

- The regular hours of work for the Job Classification of Maintenance Person shall consist of eight (8) hours per day starting not earlier than 6:00 and finishing not later than 15:30, Monday to Friday, with one half (1/2) hour unpaid lunch.
- On days that the Maintenance Person is scheduled to work away from the Main Operations Centre, the hours of work shall consist of eight (8) hours per day, with a twenty (20) minute paid lunch break taken at the job site.
- A shift differential as outlined in Article 9 (a) (2) will be paid to Maintenance Person for all hours worked each day.
- Management will provide one (1) week notice to change the daily start times.

Vehicle Mechanic

- The regular hours of work for the Job Classification of Vehicle Mechanic shall consist of eight (8) hours per day starting not earlier than 7:00 and finishing not later than 16:30 Monday to Friday, with one half (1/2) hour unpaid lunch. Coverage must be with at least one Mechanic starting at 07:00.
- ~~No shift differential will be paid.~~


Peter Workers Union


Kitchener-Wilmot Hydro Inc.

October 27, 2021

Date

Renewed for the Term of the Collective Agreement July 6, 2021.

LETTER OF UNDERSTANDING #6

Between

Kitchener-Wilmot Hydro Inc.


and

Local Union 1000 of the Power Workers' Union


Under Kitchener-Wilmot Hydro's current Benefits Agreement with its' carrier, regular employees who work beyond age 65, are no longer covered under our Extended Health Care Plan and Dental Care Plan. Kitchener-Wilmot Hydro has further considered their matter and agrees to modify the Benefits Agreement to provide the following coverage for those employees who opt to work past the age of 65, to the last day of the month in which they attain age 70, or retirement, whichever comes first:

- Current or equivalent Extended Health Care Plan (including Out of Country), with the drug claims paid by the Ontario Drug Benefit (ODB) Plan first and then the insurance carrier.
- Current or equivalent Dental Care Plan

Optional life insurance and long-term disability coverage remains unavailable after the last day of the month in which an employee reaches age 65. Also, at that time, the provisions of Retirement Life Insurance become effective as per our current Benefits Agreement.



Power Workers' Union



Kitchener-Wilmot Hydro Inc.

October 27, 2021

Date

Renewed for the Term of the Collective Agreement July 6, 2021.

LETTER OF UNDERSTANDING #7

Between

Kitchener-Wilmot Hydro Inc.

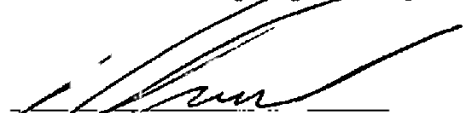
and

Local Union 1000 of the Power Workers' Union

RE: Mandatory Generic Drugs

Further to negotiations in 2015 regarding Mandatory Generic drugs, on a without prejudice or precedent setting basis the parties agree to the following:

1. All employees have transitioned to mandatory generic drugs.
2. For all claims any employee who exhibits an adverse reaction to a generic drug would get the GWL form completed by their doctor and then send a copy of it to GWL.
3. These employees can either
 - a. get their new drug immediately and pay the difference between the cost of the generic and the name brand to be reimbursed when their form is processed;
 - or
 - b. wait for GWL to process the claim and fill the prescription at that point and have it covered by the benefit plan.
4. No employee would be denied the name brand drug (provided they followed the process in having the Request for Brand Name Drug Coverage form completed by their doctor and sent to GWL).
5. All costs associated with having a form filled out will be covered by the Company and reimbursed to the member upon providing a receipt.



Power Workers' Union



Kitchener-Wilmot Hydro Inc.

October 27, 2021

Date

Renewed for the Term of the Collective Agreement July 6, 2021.

LETTER OF UNDERSTANDING #8

Between

Kitchener-Wilmot Hydro Inc.

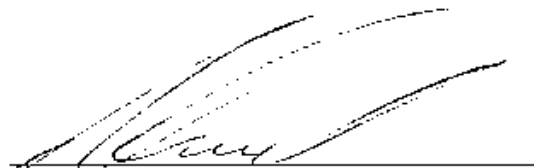
and

Local Union 1000 of the Power Workers' Union

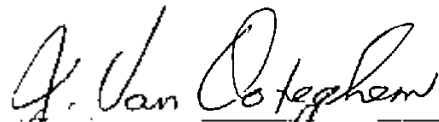
Re: Sale of Business, Merger, Amalgamation or Acquisition

Should the employer merge, amalgamate, or combine any of its operations or functions with another Employer, Company or Companies, the Employer agrees to give the Union as much notice as practically possible prior to any intent by the Employer to implement the above.

In the event there is a merger with another Employer, Company or Companies, in which the covered Employees therein are represented by another Union, the representation rights and the Collective Agreement and the status quo of Local 1000 PWU members shall be maintained in respect of those members until a final determination is made under the Labour Relations Act of Ontario or any successor organization as to the proper representation of the combined group.



Power Workers' Union



Kitchener-Wilmot Hydro Inc.

October 27, 2021

Date

LETTER OF UNDERSTANDING #9

Between

Kitchener-Wilmot Hydro Inc.

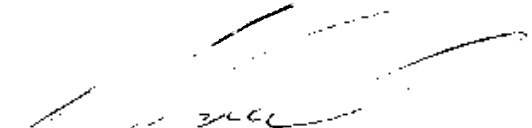
and

Local Union 1000 of the Power Workers' Union

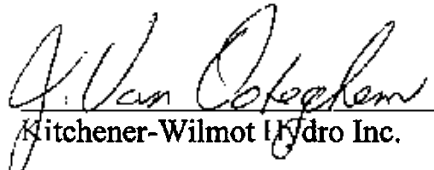
Re: Pilot Project - Compressed Work Week

A Department may identify projects or activities to be scheduled on a compressed work week. Assignment to the compressed work week will be at the discretion of the Employer on an employee voluntary basis. The work week shall be four (4) consecutive days, between Monday and Friday, with a start time no earlier than 7:00 a.m. and a stop time no later than 5:00 p.m. Time worked outside of the prearranged compressed work week period shall be paid in accordance with Article 8. Forty (40) hour week employees shall have a twenty (20) minute paid lunch in accordance with LOU #4. Adequate coverage must be provided during a compressed work week. There shall be no compressed work week schedule should a Public Holiday occur in that week.

The Employer will facilitate one (1) trial pilot program between the date of ratification of the Collective Agreement and October 31, 2021. The Employer will facilitate a minimum of two (2) trial pilot program projects between May 1, 2022 and October 31, 2022. The Union and the Employer will have ongoing discussions regarding the pilot projects and any issues that arise. The Union and the Employer will meet regarding the viability of the compressed work week pilot project at the Labour Management Committee Meeting. Either party may cease this agreement at the end of October 31, 2022.



Power Workers' Union



Kitchener-Wilmot Hydro Inc.

October 27, 2021
Date