



**POWER  
WORKERS'  
UNION**

# **COLLECTIVE AGREEMENT**

Between

**Alectra Utilities Corporation**

And

**Power Worker's Union- CUPE Local 1000**

**June 1, 2022- May 31, 2025**

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# ARTICLES

## ARTICLE 1 - PURPOSE

- 1.01** The general purpose of this agreement is to establish mutually satisfactory relations between the Employer and its represented employees, and to provide mechanisms for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement. Both the Employer and the Union recognize a duty to act in good faith.
- 1.02** Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the agreement indicates.

## ARTICLE 2 - RECOGNITION

- 2.01** Alectra Utilities Corporation "The Employer" recognizes the Union as the sole and exclusive bargaining agent for all its employees save and except Supervisors, those above the rank of Supervisor, and those positions not included in the wage schedules.
- 2.02** Employees not covered by this Agreement, except in cases of emergency, or for job training purposes, shall not perform work that is normally performed by employees covered by this Agreement.

## ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01** The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer, and suspend employees, and also the right of the Employer to discipline or discharge any employee for just cause, provided that a claim by an employee that has been discharged or disciplined without just cause may be subject of a grievance, and dealt with as hereinafter provided.
- 3.02** The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of its operation, the direction of the working forces, the work schedules, the right to decide on the number of employees needed by the Employer at any time, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Employer.
- 3.03** The Employer, subject to the terms of this Agreement, also has the right to make and alter from time to time, rules and regulations to be observed by the employees, but before altering such rules the Employer will discuss same with the Labour Relations

Committee and give employee representatives on the committee an opportunity to make representations with regard to such proposed alterations.

- 3.04** Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that any deliberate breach of any of the Employer rules, or of any of the provisions of this Agreement, shall be deemed to be sufficient cause for disciplinary action by the Employer, provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place, and whether disciplinary action is warranted.

## **ARTICLE 4 - UNION SECURITY & CHECK-OFF**

- 4.01** During the term of this Agreement, the Employer agrees to deduct regular Union dues from the wages of each employee in the bargaining unit. The current monthly dues will be deducted in equal amounts from each pay received in the calendar month and shall be remitted to the Financial Officer of the Union within ten (10) days of the final monthly deduction.
- 4.02** In consideration of this deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of, or resulting from, the collection and forwarding of these dues.
- 4.03** The Union, or its members, will not engage in Union activities during work hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.
- 4.04** Employees covered by this Agreement shall receive copies of this Agreement, and a list of Representatives and Stewards, provided by the Employer as soon as practical following time of hire.
- 4.05** The Employer on a quarterly basis shall provide the Union with a list of all temporary employees and students indicating start and end dates.

## **ARTICLE 5 - NO STRIKES OR LOCKOUT**

- 5.01** There shall be no strikes or lockouts as defined in the Ontario Labour Relations Act during the terms of this Agreement. Accordingly, the Union and Employees agree to make every reasonable effort to perform their duties in the event of secondary picketing. It shall be the responsibility of the Employer to ensure the safety of the Employee.
- 5.02** The Union further agrees that it will not involve any employee of the Employer or the Employer itself in any dispute, which may arise between any other employer and the employees of such other employer.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

### **6.01**

- a) Any difference of opinion regarding the interpretation, application, or administration of the terms of this Agreement shall be considered a fit matter for the grievance procedure.
- b) The parties acknowledge that in the interests of promoting good working relationships, the above mentioned differences should be dealt with and settled at the earliest possible stage. The aggrieved employee will seek to resolve the issue with their supervisor (and Steward if requested) prior to invoking the aforementioned formal process. Failing resolution of the issue, Step 1 of the grievance process will be applied.
- c) Grievances shall be in writing for Step 1 and Step 2 and must cite the grievous act or, specific provision(s) of the agreement, which is claimed to have been violated and the redress sought. Grievances must be filed by the Union or Chief Steward (or delegate) within twenty (20) working days of the alleged violation and shall be dealt with in the following manner:

#### **Step 1**

A Chief Steward (and the employee if required), shall take the grievance up with the Supervisor. The Supervisor shall respond in writing, on or with the grievance document within five (5) working days. The Chief Steward will advise Management in writing within five (5) working days as to the reason(s) why a written settlement offer has been declined. Failing settlement at this stage, the Chief Steward may immediately proceed to step 2 within an additional three (3) working days.

#### **Step 2**

- i) Each party will appoint two (2) senior people to form the four (4) person grievance review Board (GRB). The composition of the board may be different at each location; however, it will always consist of four (4) senior level individuals, with two (2) from each party. If the Board unanimously decides to dismiss or settle a grievance, that decision is documented, and it is final and binding. If there isn't unanimous agreement, the grievance remains unresolved.
- ii) The parties will schedule all unresolved grievances to be heard by the board, up to twenty (20) grievances scheduled per day. Hearing date(s) will be scheduled at an Alectra work centre at a central location. The Employer will provide the facilities that are required for all meetings. The number of hearing dates will be determined by the number of unresolved grievances to be heard by the board. One (1) GRB date will be

scheduled per month, provided there are more than five (5) grievances to be heard, or as agreed upon by both parties.

- iii) A labour Relations person will present each grievance for the Employer and a PWU Staff Officer and/or Chief Steward will present each grievance for the Union. The key points that will be presented regarding a specific grievance will be documented and copies will be provided to the board members and to the other presenter three (3) days prior to the hearing date for that grievance.
- iv) All grievances that are not resolved by the board during the Grievance Review Process will proceed through the Arbitration/Mediation process.
- v) The Employer agrees that there shall be no loss of base wages for time spent by the Steward(s) and/or the grievor(s) to attend grievances meetings as per Article 6.01.
- vi) Grievances held in abeyance can only be held for a 3-month period. At which point, the workplace parties must decide if the grievance moves forward to the next stage.

**6.02** The time limit fixed in Step 1 of the grievance procedure must be adhered to but may be extended in writing by consent of both parties to this agreement.

**6.03** The Union may file a group or policy grievance at Step 2. The Union shall not file an individual grievance as a group or policy grievance.

**6.04** It is understood that the Employer may bring forward any complaint to the PWU Staff Officer or PWU Sector V.P. with respect to the conduct of the Union, its Officers or Stewards, and that if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee starting at Step 2.

## **ARTICLE 7 - ARBITRATION**

**7.01** The parties in this Agreement will use the services of mutually agreeable Arbitrator's as a means of settling grievances and disputes.

- a) Each party shall provide a list of preferred Arbitrators. The parties will identify an agreed upon list of three (3) Arbitrators. This list will be renewed the beginning of every year. Failing to agree on an Arbitrator from the agreed upon list, referral shall be on a rotating basis.
- b) The Grievance Review Board sending a grievance to Arbitration under this Article will put it in writing in accordance with the provisions of Article 6.01.

- c) At the start of each year the parties shall ensure there is an Arbitrator available on a date set for each month, unless the parties agree to not schedule cases for certain months. If there are not sufficient grievances ready for hearing at the next scheduled arbitration date, that date shall be cancelled early enough to avoid cancellation fees. Arbitrators shall render a decision on each case within thirty (30) days of the hearing.
- d) Each party shall pay their own costs and expenses of the Arbitration and one half the remuneration and disbursement or expenses of the Arbitrator.
- e) An Arbitrator shall not have the power to add to or subtract from or change the provisions of this Collective Agreement or to deal with any matter not contained in the statement of grievance filed by the party referring the matter to arbitration.
- f) All decisions from the Arbitrator are precedent setting, final and binding.
- g) Arbitrators will hear up to fifteen (15) cases a day. The cases shall be heard on an expedited basis after the parties have exchanged written briefs. Oral evidence may be called only where the Arbitrator deems necessary and only with leave of the Arbitrator.
- h) The parties may use the service of counsel at their own discretion.

## **ARTICLE 8 - DISCHARGE CASES/DISCIPLINARY RECORDS**

**8.01** When the Employer schedules a disciplinary interview that could reasonably be anticipated to lead to discipline to an employee, the Chief Steward will be notified one (1) day prior of the interview. A Chief Steward or his/her delegate will be present at the interview. Prior to the imposition of discipline, the Chief Steward or delegate will be allowed to interview the employee.

This shall not prevent a Supervisor from taking on-the-job disciplinary action including immediate suspension with pay subject to later confirmation.

**8.02** Should the Employer choose to impose discipline; the Union has ten (10) days to file a grievance commencing at Step 2.

**8.03** Nothing in the disciplinary interview process is intended to interfere with the Employer's right to investigate matters.

**8.04** The Employer agrees to continue to pay the health and dental benefits for the grievor during a suspension and/or termination until the earlier of six (6) months, a

mutually satisfactory resolution has been achieved or an arbitration award has been issued.

- 8.05** Discipline shall be issued to an employee within twenty (20) working days of the incident coming to the attention of Management, or the time it ought reasonably to have come to Managements attention.
- 8.06** Unless otherwise agreed to, all disciplinary records will be removed from the employee's file after twenty-four (24) months from the last recorded disciplinary action unless there has been further related occurrences.
- 8.07** The Employer shall set out its allegations and except where the allegations could constitute a criminal offence, the Union or the individual(s) shall set out their version of the events. Minutes, but not a transcript, of the Interview setting out the substance of the discussion shall be taken. The minutes of the meeting shall be provided to the Union within one (1) day.
- 8.08** Should the Company choose to terminate employment, and the union to grieve immediately thereafter, the grievance will first be discussed and/or referred to mediation where the parties will make every effort to settle within 30 days of the termination. Unless otherwise agreed between the parties, if the mediation is unsuccessful, the grievance will be referred to a full evidentiary arbitration, in front of the same arbitrator. The parties will use best efforts to expedite a resolution to the grievance.

## **ARTICLE 9 - RE-DEPLOYMENT AND SEPARATION**

In the event of an organization change that results in a temporary surplus, permanent surplus and/or relocation the following will apply:

### **9.01 Work Centre Redeployment**

This provision may be implemented and completed without activating Temporary Surplus or Permanent Surplus.

Employees who are over complement and must redeploy will be given the options of available work centres along with the option of severance as described below.

- a) Within a work location Management may deploy employees within their classification.
- b) Where the Employer has identified an over-complement in a classification at a work centre(s) and an under-complement at another work centre(s) in an equal/same classification, the Employer may deploy employees from an over-complement work centre to an under-complement work centre on a

senior choice/junior force basis until either the over-complement or under-complement ceases to exist, whichever occurs first.

The Employer will make an effort to keep employees at their work centre. Where appropriate, training and technology will be utilized to increase skills and to minimize employee movement.

- i) A junior employee who refuses to be transferred will be subject to discipline up to and including termination. All disputes regarding the discipline and termination of an employee who refuses a transfer will be referred to Arbitration for resolution on an expedited basis.

An employee who is terminated for refusing a transfer under the terms of this agreement shall be eligible to receive reduced severance pay of two (2) weeks per years' service to a maximum of thirty-six (36) weeks, if the proposed transfer is to a work centre that is not within a reasonable commuting distance from his/her residence.

Where an employee is terminated for refusing to transfer to a work centre which is within reasonable commuting distance from his/her residence, there is no severance or other provisions payable to such employees.

- ii) Management has the right to determine the classification(s), number of over-complement positions, number of under-complement positions and the work centre(s) that will be dealt with under each operation of this provision.
- iii) Management will provide at least four (4) weeks' notice to employees in the over-complement classification and work centre of the intended date of transfer by posting in the over-complement work centre(s) a notice which sets out:
  - the affected classifications;
  - number of positions to be filled;
  - under-complement work centre(s); and
  - proposed transfer date.

Subsequent to this four (4) week posting, employees designated for transfer will be provided with at least four (4) weeks' notice of their actual transfer date. In determining an employee's transfer date the Employer will consider the personal circumstances of the employee and the business needs of the Employer. A copy of this notice will be provided to the PWU Sector 4 Vice President.

- iv) Employees transferring will be entitled to moving expenses as set out in Part A Item 25 Transportation and Moving Expenses except where

as a result of the transfer the employee has a different work centre that is within a reasonable commuting distance from his/her residence.

- c) Under-complement positions that remain vacant after the operation of this clause will be posted in accordance with the Collective Agreement.
- d) There will be no permanent transfers under this Article into a work centre which has been identified as a work centre to be closed permanently during the eighteen (18) month period following intended transfer date.
- e) Medically restricted at work (MRAW) employees who have had a special position created for them cannot be terminated for refusing a transfer under this clause. In the event that there is a closure of a work centre, the MRAW employee will transfer in accordance with this Article and where necessary be accommodated in accordance with applicable legislation.
- f) Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents him/her from performing the essential functions of a job in his/her Job Description into which he/she may be transferred, and which is voluntarily identified in advance of determining those to be transferred, the Employer and the Union will meet to discuss this individual. It is understood that if there is no mutual agreement the Employer may proceed to implement the layoff. Nothing in this Article is intended to require any employee to self-identify or to modify in any way the rights or obligations of the Employer, Union or employee under the Human Rights legislation.
- g) Employees on pregnancy/parental leave, or assignment outside Ontario or approved leave of absence, vacation, sick leave will be subject to this process and be required to participate as if they were in their regular position. Such employees will assume their new positions upon return and until such time the positions will be filled on a temporary basis if required by the Employer.

The Employer will make reasonable efforts to contact personally employees on such leave but in any event such employees will be provided with written notification that the Employer is initiating a work centre redeployment. The Employer can only rely on the last address and telephone number provided by the employee.

- h) Employees on LTD including those in a LTD funded Rehabilitation and Re-employment Program may not be subject to the provisions of this clause.
- i) Notwithstanding the provisions of this Article an employee who is within five (5) years of normal retirement or within five (5) years of eligibility for unreduced pension when faced with work centre redeployment, with joint

agreement may be given special consideration for work centre protection/preference.

- j) Notwithstanding the provisions of this Article, the parties will make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.
- k) This Article will be implemented no more than once annually per classification.
- l) All vacancies in the affected classification(s) will be put on hold until the execution of employee transfers is complete.

### **9.02 Temporary Surplus (Layoff)**

Temporary Surplus is to be used when there is an expectation that the need for the layoff could result in a recall.

In the event of a temporary surplus (layoff) the Employer will:

- a) Provide the Union with written notice of layoff at least seven (7) calendar days prior to notifying the employees to be laid off.
- b) Meet with the Union within the seven (7) day notice period to review the following:
  - i) The reason causing the layoff;
  - ii) The level of service of the Employer after the layoff;
  - iii) Advise the Union of the position affected and the names of the employees to be laid off.
- c) Employee shall have no less than thirty (30) calendar day's written notice of the layoff.

### **9.03 Temporary Surplus (Layoff) Procedure**

- a) It is the intent of the Employer and the Union to consider all avenues prior to lay-offs. The Employer will terminate contractors, agency staff, and persons hired under a government-sponsored program, performing bargaining-unit work in the affected classification, prior to laying off any bargaining unit employees.
- b) In the event of a layoff, the following procedure will be followed:
  - i) Layoffs will be by classification.
  - ii) Students will be laid off first; then
  - iii) Temporary employees; then

- iv) Probationary employees; then
  - v) Part-time employees in the reverse order of their bargaining unit seniority. If faced with a layoff, part-time employees may elect to displace full-time employees with lesser seniority; then
  - vi) Full-time employees in the reverse order of their bargaining unit seniority. If faced with a layoff, full-time employees may elect to displace part-time employees with lesser seniority.
- c) It is understood that the remaining employees as outlined above, must have the ability to perform the normal requirements of the remaining jobs. Re-training will be provided as deemed reasonable by the Employer subject to the layoff, displacement and recall process.
- d) An employee placed into a new position as a result of the layoff and/or recall process shall be provided with a training and familiarization period of up to thirty (30) working days.

#### **9.04 Displacement Process**

- a) An employee who has received written notice of layoff shall elect to either:
- i) Accept the layoff; or
  - ii) Displace an employee who has lesser bargaining unit seniority in a relatively equal or lower classification, if the employee originally subject to layoff can perform the duties of the lower or relatively equal classification. Where an employee elects to displace an Employee with lesser bargaining seniority, the Employer and the Union will jointly identify the name and seniority of the displaced Employee. When displacing into a lower classification the employee's current rate of pay shall be maintained for one (1) year then in each subsequent year a two percent (2%) reduction will occur, until the top step of the highest rate for the lower classification is obtained or;
  - iii) Displace an employee who has lesser bargaining unit seniority in a higher classification that the senior employee previously held on a regular (excluding relief or temporary) basis within the last two (2) years.
- b) Such election shall be in writing and filed with the People Department within forty-eight (48) hours of receipt of the layoff notice. This election shall be final.
- c) This process shall be repeated at each lower classification by the affected employee(s) until all such employee(s) have been placed into jobs or laid off.

- d) The displacement process above will be by Work Centre, Work Location and then Company wide.

#### **9.05 Recall**

In the event of a recall the Employer will:

- a) Provide the Union with written notice of recall at least seven (7) calendar days prior to notifying the employees to be recalled.
- b) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided that they have the ability to perform the work before such an opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

**9.06** An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within twenty-four (24) months of being recalled in accordance with the Loss of Seniority Provisions.

**9.07** No new employees shall be hired into a bargaining unit position until all those laid off have been given the opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

**9.08** Notice of recall shall be by registered mail in accordance with the Loss of Seniority Provisions (Failure to Return to work after Recall) addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

Employees have fifteen (15) working days from the date of notification of recall to return to work. Failure to return to work within fifteen (15) working days will result in forfeiture of any further recall rights and the employee is terminated.

**9.09** Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such a temporary vacancy shall not be required to accept such a recall and may instead remain on layoff.

**9.10** No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one (1) or more part-time employees.

**9.11** At any time during the three (3) year recall period, a laid off employee may opt for their full severance pay entitlement. Once this election is made all recall rights will cease.

**9.12** If at the end of the three (3) year recall period an employee has not been recalled or has not elected to receive severance pay, they will automatically receive the full severance pay entitlement as follows, three (3) weeks base pay per year of service up to a maximum of fifty-two (52) weeks' base pay (payments for incomplete years of service will be prorated).

**9.13 Benefits on Layoff**

In the event of a layoff of an employee, the Employer will continue to pay its share of the insured benefits premium for up to six (6) months while the employee is on layoff.

**9.14 Permanent Surplus (Layoff)**

Permanent Surplus is to be used when there is an expectation that the layoff is not expected to result in a recall.

In the event of a Permanent Surplus the Employer agrees to:

- a) Provide the Union with written notice of layoff at least seven (7) calendar days prior to notifying the employees to be separated.
- b) Meet with the Union within the seven (7) day notice period to review the following:
  - i) The reason causing the surplus;
  - ii) The level of service of the Employer after the surplus;
  - iii) Advise the Union of the position affected and the names of the employees to be separated.
- c) Employees shall have no less than thirty (30) calendar days written notice of the layoff.
- d) **Permanent Surplus (Layoff) Procedure**
  - i) It is the intent of the Employer and the Union to consider all avenues prior to lay-offs. The Employer will terminate contractors, agency staff, and persons hired under a government-sponsored program performing bargaining-unit work in the affected classification, prior to laying off any bargaining unit employees.

- ii) In the event of a layoff, the following procedure will be followed:
  - 1. Layoffs will be by classification.
  - 2. Students will be laid off first; then
  - 3. Temporary employees; then
  - 4. Probationary employees; then
  - 5. Part-time employees in the reverse order of their bargaining unit seniority. If faced with a layoff, part-time employees may elect to displace full-time employees with lesser seniority; then
  - 6. Full-time employees in the reverse order of their bargaining unit seniority. If faced with a layoff, full-time employees may elect to displace part-time employees with lesser seniority.
- e) It is understood that the remaining employees as outlined above, must have the ability to perform the normal requirements of the remaining jobs. Re-training will be provided as deemed reasonable by the Employer subject to the layoff, displacement and recall process.
- f) An employee placed into a new position as a result of the layoff and/or recall process shall be provided with a training and familiarization period of up to thirty (30) working days.

#### **9.15 Displacement Process**

- a) An employee who has received written notice of layoff shall elect to either:
  - i) Accept the layoff; or
  - ii) Displace an employee who has lesser bargaining unit seniority in a relatively equal or lower classification, if the employee originally subject to layoff can perform the duties of the lower or relatively equal classification. Where an employee elects to displace an Employee with lesser bargaining unit seniority, the Employer and the Union will jointly identify the name and seniority of the displaced Employee. When displacing into a lower classification the employee's current rate of pay shall be maintained for one (1) year then in each subsequent year a two percent (2%) reduction will occur, until the top step of the highest rate for the lower classification is obtained or;
  - iii) Displace an employee who has lesser bargaining unit seniority in a higher classification that the senior employee previously held on a regular (excluding relief or temporary) basis within the last two (2) years.

- b) Such election shall be in writing and filed with the People Department within forty-eight (48) hours of receipt of the layoff notice. This election shall be final.
- c) This process shall be repeated at each lower classification by the affected employee(s) until all such employee(s) have been placed into jobs or laid off.
- d) The displacement process above will be by Worksite, Work Location and then Company wide.

The treatment for individuals affected by Permanent Surplus will be as follows:

#### **9.16 Severance Pay**

- a) An employee receiving severance pay waives any other rights under Article 9, or any other employment separation programs associated with the Collective Agreement.
- b) An employee may direct all or a portion of their payment into an RRSP up to the amount permitted by law. The employee shall provide the Employer with the TD2 Form directing the payment into his/her RRSP.
- c) An employee entitled to severance pay may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year, subject to statutory deductions, of:
  - i) Three (3) weeks base pay per year of service up to a maximum of fifty-six (56) weeks' base pay (payments for incomplete years of service will be prorated).

An employee may select a continuance of pay for the length of severance.

#### **9.17 Benefit Continuance**

A surplus employee who takes severance pay and terminates his/her employment is entitled to:

- a) Coverage under the Employer's Health and Dental Plan for a period of six (6) months from the date of termination of employment or until the commencement of alternate employment, whichever occurs first.

## **9.18 Training**

Any employee who is subject to movement to another classification will be provided refresher training.

## **9.19 Technological/Organizational Change**

- a) i) Technological change includes the Employer's introduction of equipment, material or work processes not previously used in its operations, Employer's enhancement of equipment, material or work processes and any change in the manner in which the Employer carries on its work, undertaking or business that is related to the introduction or enhancement of the equipment, material or work processes.
- ii) A change in organization includes a change in the allocation of work or the structure of the organization or the transfer of work to other organizations within or outside of Alectra.
- b) i) When the Employer has determined that Technological/Organizational change, which will eliminate or significantly change a job, will be introduced, the Union will be provided not less than two (2) months advance notice and will be given the opportunity for discussion.
- ii) During the advance notice period any Regular Employee displaced by Technological/Organizational change will have the opportunity to fill any posted vacancy, for which they are qualified, before such an opening is filled on a regular basis under the job posting procedure.
- iii) The Employer assures the Union that all reasonable efforts shall be made to offer a job to any Regular Employee displaced by Technological/Organizational change, although such offer is conditional upon any affected Employee's willingness and ability to perform the job. Such employees must be capable of performing the job within a thirty (30) working day training/familiarization period.
- c) The treatment for individuals laid off because of technological/organizational change will be as per Article 9.

## **ARTICLE 10 - CONTRACTING OUT/PURCHASED SERVICES**

### **10.01**

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

- b) Consideration will include distinct cost saving, safety and customer service and relevant provisions of the Collective Agreement. The Employer will discuss these considerations with the Union prior to contracting out.
- c) The employer and the Union will meet every six (6) months to have meaningful discussion regarding the performance of peak and/or intermittent work for the Employer. The Employer will provide information related to the work program and specifically all contracted or subcontracted work.

**10.02** During the term of this Collective Agreement, no regular full-time or part-time employee will lose employment or recall opportunities as a result of the use of purchased services. Furthermore, the Employer will strive to provide regular staff with stability of employment, and location security when contractors are placed in the same location.

**10.03** An employee displaced into a classification at a lower hourly rate of pay due to the use of purchased services shall maintain their earnings at the pre-displacement level for the duration of the Collective Agreement in effect at the time of the displacement. Upon the expiry of that Collective Agreement the displaced employee would revert to the job rate to which they have been displaced. Any employee displaced may elect to use layoff displacement language.

## **ARTICLE 11 - WORKING CONDITIONS**

**11.01** The Employer will continue to provide appropriate work during wet or inclement weather for regular employees who usually work outside. Employees will be expected to carry out any such work assigned to them during these periods.

**11.02** Any modification within the confines of this Agreement shall be subject to agreement by the Employer and the Union's executive. Changes to the undernoted subjects, however, can be made with the written agreement of the Chief Steward and may be cancelled by either party upon the giving of thirty (30) days' notice:

- a) Changes in normal working hours as per the Collective Agreement for an individual work group or crew.
- b) The extension of Step-up roles as outlined in the Collective Agreement.
- c) Modifications to hours of work in a work location or condensed work week.

**11.03** No time shall be lost as a result of adverse weather conditions by an employee who reports for work within two (2) hours of the start time of their shift. An employee who reports for work more than two (2) hours after the start time of their shift will be paid for hours worked at the employee's regular hourly rate.

**ARTICLE 12 - MID-TERM AGREEMENTS**

**12.01** Working conditions during the term of this Agreement shall be outlined in this Agreement and any Mid-Term Agreements. \*

\*A Mid-Term is a modification of the Collective Agreement executed by the parties in the following format during the term of the Collective Agreement.

Mid Term Agreement

Title \_\_\_\_\_

Number \_\_\_\_\_

Date \_\_\_\_\_

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

**Alectra Utilities**

**Power Workers' Union**

**ARTICLE 13 - DURATION**

This Agreement shall come into effect as of June 1<sup>st</sup>, 2022 and shall remain in effect until May 31<sup>st</sup>, 2025 and thereafter, from year to year unless either party gives notice in writing not more than ninety (90) days or less than thirty (30) days prior to the expiration of its desire to negotiate amendments to this agreement.

**Signed at Mississauga, Ontario this 2<sup>nd</sup> day of December 2022.**

**For the Union**

**For the Employer**

  
\_\_\_\_\_

  
\_\_\_\_\_

# GENERAL ITEMS - PART A

## ITEM 1 EMPLOYEE CATEGORIES

### 1.01 Temporary Employees

- a) Temporary employees are persons hired for periods of limited duration with the intent of continuous employment not to exceed twelve (12) months. An extension may be granted with the consent of the Chief Steward. Temporary employees shall not accumulate Employer service credit or seniority nor shall they be entitled to any of the health benefits or sick leave plan. In addition, the entitlement of temporary employees under Part A Item 12, Leave of Absence, is limited to that provided under the Employment Standards Act.

*Note: Temporary employees are defined as employees hired directly onto payroll by the Employer. Temporary employees shall pay union dues on date of entry into the bargaining unit.*

- b) The Employer will notify the Union in writing of the following:
  - i) The reason for the temporary position;
  - ii) The nature of the major duties to be performed;
  - iii) Confirmation that the rate to be paid to the Employee is within the contract range of the Collective Agreement for the temporary position;
  - iv) The expected duration.
- c) When an Employee is directly or indirectly relieving for a pregnancy/parental/ adoption leave, the employee will be considered temporary for up to and including the duration of that particular leave.
- d) If a temporary employee is employed for a period of longer than twelve (12) consecutive months that employee shall be considered as a regular employee, unless that employee has been hired to cover a pregnancy/parental/adoption leave or a long term disability leave. Once the employee becomes regular status they will be considered to have completed the probationary period.
- e) If a temporary employee has concluded their term the employee cannot apply for another temporary position for one hundred and ten (110) working days.
- f) Temporary employees have the option to choose between; receiving 4% payment in lieu of paid vacation, or two (2) weeks of paid vacation in

accordance with the Ontario Employment Standards Act. Vacation days will be accrued on a monthly basis.

- g) All temporary staff progressions will be automatic within the classification as outlined in the wage schedules unless an unfavourable performance report is made by the supervisor as identified in Part A Item 14.

### **1.02 Probationary Employees**

- a) Probationary employees are persons hired on a trial basis of one hundred and ten (110) working days in order to determine their suitability for employment as a regular employee. After successful completion of the probationary period, written confirmation of regular status will be given to the probationary employee and the most recent date of hiring shall be established as the employment commencement date. During this period of probation, the probationary employee shall not be considered as having regular status. The service of probationary employees may be terminated by the Employer at any time during the Probationary period for unsatisfactory performance.
- b) During their probationary period, probationary employees will be given a monthly performance evaluation in writing, to advise of their progress and/or lack of expected performance.

### **1.03 Regular Full-Time Employees**

Regular full-time employees are persons who have successfully completed the probationary period and have been granted regular status with the Employer. They shall work full-time hours.

### **1.04 Regular Part-Time Employees**

Regular part-time employees are persons who have successfully completed the probationary period and have been granted part-time status with the Employer and who work a maximum of twenty four (24) hours per week. The number of part time employees shall not exceed ten (10) Company-wide and shall not exceed five (5) in Customer Service, unless agreed to by the Chief Steward, for the term of the Collective Agreement.

The parties will ensure that regular part time positions are appropriately used to maintain corporate effectiveness, not to eliminate or split regular full-time positions.

Entitlements to the collective agreement provisions will be prorated based on hours of work per calendar year, except for health and dental benefits which will be provided at 100%.

### **1.05 Students**

Students are individuals who are enrolled in or are attending post-secondary education programs including participating in a Co-operative or Internship Programs. Students and Co-op's will pay Union dues when performing Union work. Students who perform work outside the PWU's jurisdiction are excluded.

### **1.06 Change in Personal Information**

All Employees shall advise the Employer in writing as soon as possible of any change in contact information (home address, e-mail address, telephone number), banking information, or changes to dependents/beneficiary information.

## **ITEM 2 SENIORITY**

No current PWU Member shall have their current seniority affected as a result of any language changes in this Article of the Collective Agreement.

### **2.01 Seniority Lists**

- a) The Employer shall maintain full-time and part-time seniority lists that include department position, including employees on extended leave of absence, showing the date upon which, each employee commenced continuous employment in the Bargaining Unit. Up-to-date seniority lists, together with a list of employees on recall, shall be given to each Chief Steward twice a year in January and July. Part-time union seniority shall accrue based on hours normally worked.
- b) A new employee will be considered probationary for the first one hundred and ten (110) days and will have no seniority rights during that period. After one hundred and ten (110) days of continuous service, he/she will be granted regular status as such, entitled to the benefits provided for regular staff. His/her seniority shall then date back to the date on which their employment commenced.

### **2.02 Loss of Seniority**

Seniority rights and employment shall be terminated if an employee:

- a) Retires;
- b) Resigns;
- c) Is discharged for cause and is not reinstated pursuant to the provisions of Article 6;

- d) Is absent from work without leave for more than four (4) consecutive working days unless, there was reasonable justification for such absence;
- e) Is laid off for a period of more than twenty-four (24) consecutive calendar months;
- f) Fails to return to work upon termination of an authorized leave of absence unless a reason in writing satisfactory to the Employer is given, or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- g) Fails to return to work within fifteen (15) working days after being recalled from layoff by notice sent by registered mail unless an explanation in writing satisfactory to the Employer is given by the employee;
- h) Is absent from work due to illness or disability, which absence continues more than thirty-six (36) months, except in cases of Workers' Compensation which shall be in accordance with Part A Item 18;
- i) While in receipt of Workers' Compensation benefits from the Workplace Safety and Insurance Board and has concluded the period of re-employment obligation as established by Section 41(7) of the Workplace Safety and Insurance Act, 1997, provided that such absence is not less than forty-eight (48) months from the date of the injury.
- j) A member shall not lose the seniority standing of an employee who may hereafter actively serve in the Canadian Armed Forces, following a declaration of war by the Government of Canada or when engaged in UN or NATO military or peacekeeping operations, shall accumulate as from the date of active service in the same manner as if they had not served.

### **2.03 Employer Service Credit**

An employee shall have his/her Union seniority and Employer Service Credit frozen, (excluding leaves as determined by the Employment Standards Act 2000) and there shall be a pro-ration of vacation and recognized holidays on the basis of time worked when an employee is on leave of absence without pay for a period exceeding thirty (30) calendar days as per Part A Item 12.03.

*Note: Employer Service Credit is defined as time employed by the Employer.  
Union seniority is defined as time employed as a bargaining unit employee.*

- 2.04** When a bargaining unit member accepts a temporary non-union position, their bargaining unit seniority shall be frozen after twelve (12) months or up to eighteen (18) months for pregnancy or parental leave in any eighteen (18) month period until they return as a bargaining unit member. This term shall be for not longer than

eighteen (18) months. They shall be required to continue to pay union dues during this time period in order to maintain eligibility to return to the bargaining unit.

### **ITEM 3      RELATIONSHIPS**

**3.01** The Employer will recognize Chief Stewards, Lead Stewards and Stewards whose function will be to deal with matters arising out of this Agreement. The Employer will recognize Chief Stewards or a delegated Union Steward selected by the Union to represent the Union on labour relations matters.

- a) Reasonable time during working hours will be allowed for all Chief Stewards with no loss of pay to investigate concerns and grievances regarding the implementation and/or interpretation of the Collective Agreement provided that they have the authorization of the department Supervisor. In obtaining such authorization, the Chief Stewards shall state his/her destination to the immediate Supervisor, and report to the Supervisor at the time of his/her return to work.
- b) Reasonable time to attend Union training will be provided for all Union members and the Union will reimburse the Employer for wages at normal rates of pay. The normal payroll burden will be applicable only when Union releases are for five (5) consecutive days or longer.
- c) Reasonable time to fulfill responsibilities will be provided to the Chief Stewards. The Union will reimburse the Employer for wages at normal rates of pay. The normal payroll burden will be applicable only when Union releases are for five (5) consecutive days or longer.

**3.02** It is understood that as an employee of the Employer there may be times that the Chief Stewards and Union members may not be released from their job duties, however, releases will not be unreasonably denied.

#### **3.03**

- a) The Employer undertakes to instruct all members of its supervisory staff to co-operate with the Union Stewards in the carrying out of the terms and requirements of the Agreement.
- b) The Union undertakes to instruct its Officers, Union Stewards and members to co-operate with the Employer and with all persons representing the Employer in any supervisory capacity.
- c) The Union will supply the Employer with the names of its Officers. Similarly, the Employer will supply the Union with a list of its Supervisory or other personnel with whom the Union may be required to transact business.
- d) The Union will supply Human Resources with a list of Union related training, meetings or other initiatives at the start of each year.

### **3.04**

- a) The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either them or their representatives or members because of political affiliation, or membership in the Union or because of activity or lack of activity in the Union.
- b) New employees shall be advised of the name of their Chief Steward or delegate, with an introduction within the first five (5) working days of employment.
- c) An employee who has a complaint with respect to discrimination in the employment relationship, as envisioned under the Human Rights Code, will have access to the internal Human Rights resolution process if he/she so desires. The employee, if he/she so desires, may have a Union representative present. The complaint, the Human Rights resolution process and the results of same shall not be subject to the grievance/arbitration process.

**3.05** The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Employer, except as specifically permitted by this Agreement.

**3.06** The parties acknowledge that in the interests of promoting good working relationships, any differences should be dealt with and settled at the earliest possible stage. Generally, the employee will seek to resolve the issue with his/her Supervisor.

**3.07** Present members of the Union and all new employees as recognized in Article 2 - Recognition, who remain in the employ of the employer shall be members of the Union and remain in good standing in said Union.

**3.08** The Chief Stewards shall be allowed free access to and from the Employer's operations in the performance of his/her duties. He/she will be provided with a work space including desk, chair, telephone, and computer.

**3.09** During Company Orientation of new employees, the Employer will allot reasonable time to the respective chief steward for introduction to the PWU. In the absence of a Company Orientation, the Employer will allot a maximum of one (1) hour per quarter for each Chief Steward or delegate to facilitate a group introduction within their respective area of representation and distribute a Union New Members Kit to new employees hired in that quarter.

## **ITEM 4 COMMITTEES**

### **4.01 Negotiation Committee**

- a) The Employer will recognize a Negotiation Committee composed of not more than four (4) Chief Stewards, and a representative(s) of the Power Workers' Union. The purpose of the Negotiation Committee will be to bargain the terms of the Collective Agreement.
- b) The Employer shall, for direct negotiations, including conciliation, pay the normal wages and benefits for four (4) Chief Stewards of the Union Negotiating Committee to a maximum of five (5) normal work days pay per committee member. If additional resources and/or time are required, requests will be approved up to a maximum of fifteen (15) additional days in total.

### **4.02 Labour Relations Committee**

Labour Relations Meetings will be held quarterly as follows:

- a) The Employer will recognize a Labour Relations Committee comprised of the four (4) Chief Stewards, and a Staff Officer. The Employers representatives will include but not be limited to a Senior Human Resource Officer designated by the Employer and not less than two (2) members of the Senior Management Team.
- b) The Agenda will be set two (2) weeks prior to the meeting and all meetings will be co-chaired.
- c) Only new informational items can be tabled at the meeting for discussion under new business.  
Meeting minutes will be prepared and jointly agreed to one (1) week after the meeting.
- d) Chief Stewards will be provided up to one (1) hour preparation time prior to the beginning of the meeting.
- e) By mutual agreement either party can request an additional meeting of the Labour Relations Committee by submitting an agenda to the other party.
- f) Meetings will be held on employer time and premises.
- g) Potential future committees may be proposed based on the Employer's operational needs and the growth of the Employer. Any such committees will only be established if there is mutual agreement by both parties.

#### **4.03 Joint Health and Safety Committee**

- a) The Employer will recognize a Joint Health and Safety Committee. The Joint Health & Safety Committee (JHSC) shall establish and set out terms of reference for the operation of the Committee.
- b) The Joint Health and Safety Committee shall operate in accordance with the Occupational Health & Safety Act. The Employer and the Union acknowledge their joint and separate roles and responsibilities under the Occupational Health & Safety Act. The Joint Health & Safety Committee will follow a joint investigation process for all accidents, investigations, and dangerous circumstances. Joint Investigation training will be included as part of this process.
- c) The Joint Health & Safety Committee is to meet semi-annually, or more often as agreed to by the Committee to review the list of clothing entitlements and to make revisions as necessary, based on mutual agreement of the parties. The Committee will consider costs, rationale, quality, types and preferences of the employee groups in making decisions.
- d) The Employer shall pay the normal wages and benefits for all Joint Health & Safety Committee members for all Employer or Committee sanctioned time spent during normal hours related to JHSC activities.

#### **4.04 Job Classifications, New Jobs and Changes to Jobs:**

The Employer will recognize a Joint Job Classification Committee composed of three (3) employees appointed by the Union, three (3) representatives appointed by the Employer and one (1) representative of the Power Workers' Union.

Existing classifications will not be replaced by a new job classification without agreement of the parties.

Duties will not be transferred from a higher paid classification to lower paid classification without agreement of the parties.

- a) **Change to a Current Job:**  
Where there is a significant change in the duties or requirements of a job after the date of ratification, the Union, through the Chief Steward, may request Management conduct a job review.

Management will review the change(s), revise the Job Description if appropriate and assess whether the additional duties or requirements of the job warrant an increase in pay.

If the Union does not agree to the wage rate, the Union may refer the issue to mediation/arbitration for final disposition.

- b) **New Job Classifications:**  
Management will create a proposed Job Description and wage rate and forward to the Union for review and comment.

The Union may refer any disagreement regarding the wage rate for the new job to mediation/arbitration for final disposition within thirty (30) days of the grievance being filed.

## **ITEM 5 OVERTIME AND BANK TIME**

### **5.01 Overtime**

- a) All time worked by employees beyond the normal work day, or work week, or on a holiday shall be considered as overtime. Employees shall be paid two times (2x) their base rate for all overtime.
- b) Overtime worked will be divided as equally as practicable, among employees in the same classification and work centre regularly performing the work.
- c) Any employee called out from his/her home will receive a minimum of two (2) hours' pay at overtime rate commencing at the time the call was received. Any employee performing work from his/her home will receive a minimum of one (1) hour pay at overtime rates. The minimum does not apply when:
  - ii) working scheduled overtime
  - iii) it is a continuation of your regular shift
  - iv) the call is received two (2) hours or less before your regular shift
- d) For overtime work, regular employees will be called first within their work group, then work centre, before it is offered to part-time employees, temporary employees, or contractors (excluding the overtime associated with tendered contracts).
- e) **Scheduled Overtime**
  - i) All time worked by employees beyond the normal work day, or work week, or on a holiday, shall be considered as overtime. Such time will be referred to as scheduled overtime if notice is given to the employee before the end of normal hours on the preceding working day.

- ii) In the case of scheduled overtime, if the arrangement is cancelled after an employee has reported to work or has been given notice less than four (4) hours before they are scheduled to report to work for the overtime work, such employee shall be paid for two (2) hours at the appropriate overtime rate. If the overtime scheduled is less than two (2) hours then the employee shall be paid for the scheduled hours at the appropriate rate.

## **5.02 Banked Time**

Banked Time provisions will apply to all employees.

- a) Overtime hours worked may be banked or paid at the appropriate premium rate.
- b) A maximum of two (2) weeks may be accumulated as banked time per calendar year.
- c) Such time off will not create any overtime for other employees. The Employer will endeavour to accommodate such requests for leave.
- d) Banked hours may be paid out at any time at the employee's request. Requests for payout of accumulated overtime earnings shall be submitted in writing with not less than five (5) working days notice.
- e) Any, or all accumulated overtime earnings not previously scheduled for payment on record at December 1<sup>st</sup> in each year, will be paid to the employee concerned on the regular pay day nearest to December 15<sup>th</sup> at the employee's wage as of the date of payout.
- f) If an outside employee on a ten (10) hour per day work schedule has not reached forty (40) hours in his/her bank as of December 1, the employee will be permitted to take the banked time as time off, but only in consecutive full day increments, with any balance for a partial day left over being paid out.

## **ITEM 6 VACATIONS WITH PAY**

### **6.01**

- a) The vacation year commences January 1<sup>st</sup> and ends December 31<sup>st</sup>. New employees hired during the year will receive one (1) day per month to a maximum of ten (10) days; entitlement is based from their hire date to the end of that year (December 31<sup>st</sup>). Normal entitlement will begin January 1<sup>st</sup> following their hire date.
- b) Vacations will, as far as practicable, be granted at the times most desired by employees, providing this does not impede the efficient operation of the

Employer's business. Where there is an emergency with the employee requiring immediate time off, due consideration will be made by the Employer.

**6.02** It is not the Employer's intention to state when an employee is to take his/her annual vacation, but in the event an excessive number of employees request their vacation on coinciding dates, the Employer reserves the right to require the employee with lesser seniority to pick an alternative period. Not at the expense of senior choice, the Employer shall endeavour to allow an employee to take at least two (2) weeks of his/her total vacation entitlement during the months of July and August.

**6.03** All regular employees shall be entitled to vacations with pay on the following basis in the calendar year in which they complete:

Regular part-time employees shall have a prorated vacation entitlement based on their regular scheduled hours of work.

- a) One year or more of continuous service - three weeks' vacation;
- b) Eight years of continuous service - four weeks' vacation;
- c) Fifteen years of continuous service - five weeks' vacation;
- d) Twenty- Four years of continuous service - six weeks' vacation;
- e) Twenty-eight years of continuous service – six weeks' vacation + 3 days.

**6.04** In no event will an employee receive more than his/her normal day's pay as a result of vacation provisions in this Agreement.

**6.05** Vacations will be prorated in direct proportion to the regular time worked but not including for the purposes of this article:

- a) Periods of paid time off - jury duty, bereavement leave, approved training programs;
- b) pregnancy, parental and adoption leave as prescribed by the current Employment Standards Act;
- c) Time off in receipt of sick benefits excluding Long Term Disability;
- d) First six (6) months of Workers' Compensation;
- e) Time off for Union Business

**6.06** An employee may carry-over a maximum of ten (10) days' vacation to the following year. All carry-over balances must be utilized prior to May 30<sup>th</sup> or will be paid out.

**6.07**

- a) An employee, to qualify for consideration of his/her request for preferred vacation in accordance with his/her bargaining unit seniority standing, must notify the Employer in writing on or before March 1<sup>st</sup> of each year. The Employer shall confirm or reject said request consistent with seniority, not later



And any other holiday proclaimed by the federal or provincial governments.

- b) Floaters Holidays will, as far as practicable, be granted at the times most desired by employees, providing this does not impede the efficient operation of the Employer's business. Floaters must be taken as half or whole days.
- c) During the first calendar year of employment only, anyone commencing employment between January 1<sup>st</sup> and June 30<sup>th</sup> is entitled to two (2) floaters, anyone commencing employment between July 1<sup>st</sup> and December 31<sup>st</sup> is entitled to one (1) floater, two (2) floaters will be granted January 1<sup>st</sup> of each subsequent year. For any employee who resigns throughout the year, floaters will be prorated.
- d) Payments for recognized holidays shall be based on the regular current hourly rate multiplied by the applicable normal work day subject to the following conditions:
  - i. If an employee works on one of the above named paid recognized holidays, the employee will receive payment at double his/her basic rate for the time actually worked by the employee, in addition to receiving his/her holiday pay.
  - ii. In no event will an employee receive more than his/her normal day's pay as a result of such holiday provisions.

**7.02** When any of the above holidays fall on a Saturday or Sunday either the preceding Friday or the following Monday shall be declared a holiday with pay. The Employer shall notify the employees by December 1<sup>st</sup> of the preceding year.

**7.03** If any one of the recognized holidays specified in Part A Item 7.01 a) falls or is observed during an employee's vacation period, the day will be paid for as a holiday with the vacation day to be taken at a time consistent with the provisions of Part A Item 6.

**7.04** Shift workers will observe recognized holidays in Part A Item 7.01 (a) on the actual day. Shift workers will be entitled the equivalent of a regular day's pay, should a recognized holiday fall on their scheduled day off. Such lieu day shall be taken within the calendar year at the mutual agreement of the employee and his/her Supervisor, or where not feasible, may be paid out.

**7.05** Students, part-time and temporary employees shall be paid an entitlement for statutory holidays as per the Employment Standards Act.

## **ITEM 8 SICKNESS AND INJURY**

### **8.01 Purpose**

The purpose of the plan is to provide regular and probationary employees with pay continuity and job security during periods of sickness or injury.

## **8.02 The Plan**

The Employer agrees to maintain the plan that provides coverage during periods of sickness or injury as follows:

- a) Short Term Coverage - periods up to eighty-five (85) consecutive working days.
- b) Long Term Coverage - periods in excess of eighty-five (85) consecutive working days.

## **8.03 Short Term Coverage**

- a) The purpose of the Short-Term Coverage is to provide regular and probationary employees with pay continuity and job security during all periods of sickness or injury up to the point an employee who is ill or injured is eligible for long term coverage.

Benefits in the short term for each occurrence of sickness or injury are:

- i. Employees with less than one (1) year's service –fifteen (15) working days at regular pay and the balance at seventy-five percent (75%) of regular pay;
  - ii. Employees with one (1) but less than two (2) years' service – thirty (30) working days at regular pay, balance at seventy-five percent (75%) of regular pay;
  - iii. Employees with two (2) but less than three (3) years' service – forty-five (45) working days at regular pay, balance at seventy-five percent (75%) of regular pay;
  - iv. Employees with three (3) but less than four (4) years' service –sixty (60) working days at regular pay, balance at seventy-five percent (75%) of regular pay;
  - v. Employees with four (4) years' service – eighty-five (85) working days at regular pay.
- b) The Employer shall have the right to have an employee who is claiming sick pay produce a Doctor's certification of illness, for each occurrence of illness, if absent for three (3) days or more, or upon request. The cost of the Doctor's certification of illness is at the expense of the Employer to a maximum of \$50.00. Subsequent Doctor's certifications for the same occurrence required by the Employer shall be at the Employer's expense.

*Note: This Article does not create any new right for the Employer to require additional medical notes or reports.*

- i. In the event of a disagreement between the Consulting Physician and the employee's Physician, the issue will be resolved by a referral to a neutral Physician who will be selected by agreement between the parties.

- ii. In order to receive payment for sick time, the employee must contact his/her immediate Supervisor. If unavailable, leave a message with the immediate Supervisor and contact an alternate supervisor. If the alternate Supervisor is also unavailable leave a message with the Alternate Supervisor. The above must take place within thirty (30) minutes prior to his/her regularly scheduled start time for each day of absence or less frequently as determined by the immediate supervisor.

#### **8.04 Existing Sick Leave Bank**

Employees currently employed with an accumulated sick leave program (one and one-half (1½) days per month) will be entitled to utilize these banks to complement the Short-Term Disability Plan outlined above in the following manner:

- a) The first eighty-five days of existing sick leave banks as of date of ratification will be replaced by the eighty-five (85) days allotted under the current Short-Term Coverage Plan;
- b) Sick leave banks after adjustment will be frozen;
- c) Adjusted sick leave banks can be utilized after all the benefits of the Short-Term Disability Plan have been exhausted and prior to LTD coverage.
- d) There is no utilization of the sick leave banks for reasons other than outlined above.

#### **8.05 Medical and Dental Appointments**

- a) Employees will make every effort to schedule medical and dental appointments outside their normal work hours. In the event it is not possible to do so, employees will make every effort to schedule such appointments at the beginning or end of their normal hours of work.
- b) Notwithstanding the above, employees will provide as much advance notice as possible to their immediate Supervisor of the date and time of the appointment and may use up to three (3) hours to attend to a personal medical or dental appointment. The immediate Supervisor will keep a record of such absences, up to a maximum of nine (9) hours per calendar year. When the total time used by the employee in one calendar year exceeds nine (9) hours, the excess shall be recorded as sick time.

#### **8.06 Long Term Disability Coverage**

Benefits in the long term are those provided under the Group Disability Plan and begin after the eighty-fifth (85<sup>th</sup>) working day.

The Long-Term Disability Coverage will provide seventy-five percent (75%) of normal earnings up to a maximum as provided under the Group Disability Plan (\$6,000 per month

and payable to age 65). No employee shall make more than eighty-five percent (85%) of their gross earnings from all sources.

During the period when the Insurance Carrier is evaluating eligibility for long term disability, and during the refusal appeals process, the employer will, at the employees written request, pay the employee the amount equivalent to their long-term disability payments.

If the employee is found to be eligible for long term disability benefits, they will assign the benefits funds from the Insurance Carrier to the Employer, sufficient to repay the Employer for the above noted payments.

If it is determined that the Employee is ineligible for disability benefits, the Employer will deduct the payment amount from the employees pay up to twenty percent (20%) of their gross pay until the payment is repaid.

#### **8.07 General Conditions of Coverage**

- a) After the eighty-fifth (85<sup>th</sup>) day and the exhaustion of any sick leave bank, an employee shall cease to accrue Employer service credit and any vacation or recognized holiday shall be paid and prorated only on the basis of time worked.
- b) For a period of time not to exceed twenty-four (24) months from the first day on approved Long-Term Disability, the employee shall be eligible to return to the same position classification if capable of performing the required work. If unable to perform the required work, the employee shall be considered for any current vacancies that he/she is qualified to perform subject to the provisions of Part A, Item 13.
- c) The Employer shall continue to pay, for a period of time not to exceed twenty-four (24) months from the first day on approved Long-Term Disability, the premiums for benefits in Part A, Item 9 of this Agreement.
- d) After thirty-six (36) months, an employee shall cease to accrue seniority.
- e) In consideration of the benefits granted by the Employer, the employees agree to make no claim against savings in E.I. premiums resulting from the Sickness and Injury Plan.

### **ITEM 9 HEALTH AND INSURANCE PLANS**

- 9.01** The Employer agrees to pay one hundred percent (100%) of the cost of the Employers Health Tax.

- 9.02** The Employer agrees to pay one hundred percent (100%) of the cost and maintain coverage for a benefits plan that provides for Extended Health Care, Hospitalization, Dental and Life Insurance as outlined in the Memorandum of Agreement, March 2, 2019. The Employer and the Union shall meet within ninety (90) days of ratification to review the Benefits booklet, the provisions of which form part of the Collective Agreement. The Employer shall make copies of the Benefits booklet available to all employees.
- 9.03** The Employer reserves the right to change benefit carriers providing the level and continuity of each benefit is not reduced. The Employer shall provide the Union with thirty (30) days written notice of their intent to change carriers.
- 9.04** Benefits will continue for employees who work beyond age sixty-five (65) on the same terms as those employees below the age of sixty-five (65) unless prohibited by law.
- 9.05** When an active employee dies as a direct result of a physical injury suffered on the job or occupational disease directly related to their employment with Alectra and the claim is accepted and paid for by the WSIB, the surviving spouse and the dependent children as defined in the Summary of Benefits shall continue to receive full medical and hospital services coverage at the Employer's expense for ten (10) years or until normal retirement age of the deceased employee whichever is less. The dependent children benefit ceases at age 22 or age 25 if attending a recognized post secondary institution.
- 9.06** When an active employee dies as a direct result of a physical injury suffered on the job or occupational disease directly related to their employment with Alectra and the claim is accepted and paid for by the WSIB, the surviving spouse or dependent children under the age of 22 where there is no spouse, shall continue to receive the normal straight time earnings of the deceased employee in effect at the time of the employee's death for the next ten (10) years or until normal retirement age of the deceased employee whichever is less. Any payments paid shall be reduced by the amount paid or received under the OMERS Pension Plan, Canada Pension Plan and WSIB.
- 9.07** For benefit items which may be eligible for coverage under the Assistive Devices Program, as well as the Employer's Health Plan, employees can claim the difference between what they actually pay and the amount reimbursed by the government agency.
- 9.08** Temporary employees are not entitled to benefits under this Article.

## **ITEM 10 HEALTH AND INSURANCE PLANS – RETIREES**

**10.01** All existing employees and all new employees hired during the term of this Collective Agreement are eligible for post-retirement benefits. All eligible Alectra employees, hired prior to June 1, 2019 will maintain their existing retirement benefit plans and coverage, as provided by their predecessor companies.

All employees hired after June 1<sup>st</sup>, 2019 will be eligible, upon retirement, to receive retirements benefits under the “Alectra PS Early Retirees Plan.”

The Employer reserves the right to change benefit carriers providing the level and continuity of each benefit is not reduced. The Employer shall provide the Union with thirty (30) days’ written notice of their intent to change carriers.

## **ITEM 11 PENSION**

**11.01** All probationary and permanent employees, effective the date of commencement of employment, shall participate in the Ontario Municipal Employee’s Retirement System (OMERS) pension plan and authorize deductions from their wages in accordance with the prevailing regulations for administering the plan. The employer agrees to remit employee and employer contributions in accordance with the Plan regulations.

## **ITEM 12 LEAVE OF ABSENCE**

### **12.01 Jury Duty**

An employee required to serve as juror, or subpoenaed as witness, shall receive his/her regular rate of pay, excluding any premiums, for time so served, provided that the employee furnishes the Employer with a Certificate of Service for that time signed by the Clerk of the Court.

### **12.02 Bereavement Leave**

When death occurs to a member of an employee’s family, the employee will be granted leave of absence on compassionate grounds as follows:

- a) Up to one (1) working day leave of absence from work with pay in the event of the death of his/her aunt, uncle, niece and nephew. The leave shall be for the purpose of attending the funeral.
- b) Up to one (1) working day leave with pay to attend the funeral of an employee, conditional on operational needs, as determined by the Employer:
- c) Up to three (3) working days leave of absence from work with pay in the event

of the death of his/her, brother-in-law, step brother-in-law, sister-in-law, step sister-in-law, son-in-law, step son-in-law, daughter-in-law, step daughter-in-law, grandmother, grandfather, grandmother-in-law and grandfather-in-law.

- d) Up to five (5) working days leave of absence from work with pay in the event of the death of a spouse (to include common law spouse and same sex partner), son, step son, or daughter, step daughter, brother, sister, step brother, step sister, parent, step parent, parent-in-law, step parent-in-law or grandchildren.

This leave, with or without pay, may be extended at the sole discretion of management. Only that portion of the said one/three/five (1/3/5) days that would otherwise have been regular time will be paid.

### **12.03 Personal Leave**

The Employer may at its discretion grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests of such leave of absence shall be in writing as far in advance as practicable, and the Employer agrees to confirm, or deny, the request for such leave as soon as practicable.

### **12.04 Pregnancy/Adoption/ Parental Leave**

- a) **Pregnancy**  
Pregnancy, Adoption, and Parental Leave will be administered subject to the terms and in accordance to the Employment Standards Act.

The following provisions apply to Adoption/Parental and Pregnancy Leave:

- i) An employee who is on pregnancy leave and who has applied for and is in receipt of Employment Insurance pregnancy/parental benefits shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The benefit shall be equivalent to the difference between sixty-five percent (65%) of the employee's normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. The supplement shall commence following completion of the one (1) week Employment Insurance waiting period and following receipt of proof satisfactory to the Employer that the employee will be in receipt of Employment Insurance pregnancy/parental benefits. The Employer will pay the employee's salary at sixty five percent (65%) for the first week of the leave.
- ii) An employee who is on Parental Leave and who has applied for and is in receipt of Employment Insurance Parental benefits shall be paid a supplementary unemployment benefit as follows:

1. If the employee elect's standard Parental benefits, with a weekly benefit rate at fifty-five percent (55%) of the employee's average weekly insurable earnings to the Employment Insurance maximum, the supplementary unemployment benefit shall be equal to the difference between sixty-five percent (65%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. This supplementary unemployment benefit will be available for a period during the Parental Leave not exceeding thirty-five (35) weeks.
  2. If the employee elects extended Parental benefits, with a weekly benefit rate of thirty-three percent (33%) of the employee's average weekly insurable earnings up to the Employment Insurance maximum, the total value of the supplementary unemployment benefit to which such an employee will be entitled will be calculated as if the employee elected to take standard Parental benefits at a weekly benefit rate of fifty-five percent (55%) over a period of thirty-five (35) weeks. The total value of the supplementary unemployment benefit so calculated will then be apportioned over the period of the Parental Leave, with one sixty-first ( $1/61$ ) of the said total value paid to the employee during each week of the Parental Leave. In either event, the supplementary unemployment benefit shall commence following completion of the one (1) week Employment Insurance waiting period and following receipt of proof satisfactory to the Employer that the employee will be in receipt of Employment Insurance Parental benefits. The Employer will pay the employee's salary at sixty five percent (65%) for the first week of the leave.
- iii) For the purposes of Item 12.04 a) i) and ii) the employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours.
- iv) Receipt of the benefit detailed in Item 12.04 a) (i) and (ii) is further conditional on:
1. The employee having been permanently employed for at least twelve (12) consecutive months prior to the date of the commencement of the approved leave; and,
  2. The employee agreeing in writing that they will return to work at the conclusion of the leave and will remain an active employee for not less than six (6) months after returning to work. If the employee

fails to do so, the employee acknowledges indebtedness to the Employer for the full amount received under this provision.

#### **12.05**

- a) Except for employees on leave in Article 12.04 (where the Employer shall pay the full cost of Health, Dental and Life Benefits for the duration of the leave), any employee who is absent from work under any provision for leave of absence shall be allowed to participate in benefit plans as provided for in this Agreement for a period not exceeding twelve (12) calendar months, provided that after the first three (3) calendar months they pay to the Employer, at not more than monthly intervals, the full cost of such plans. The Employer shall pay the full cost of the plans for the first three (3) calendar months.
- b) Notwithstanding the above, the continuation of Health, Dental and Life Benefits during such leaves is subject to approval by the insurer. Long Term Disability coverage will immediately cease during any personal leaves and will be reinstated upon return to active duty.

#### **12.06 Family Leave**

As per the Employment Standards Act (ESA).

#### **12.07 Emergency Leave**

When, in the Employer's judgement, the circumstances warrant such action, leave of absence with pay will be granted. This leave is based upon reasons of personal emergency, where an employee is faced with the effects of a severe storm, fire or flood.

### **ITEM 13 JOB POSTINGS**

#### **13.01**

##### **a) Regular-Positions**

- i) The Employer shall give the Chief Steward(s) an advanced copy of any bargaining unit job posting twenty-four (24) hours before posting and shall post a notice of vacancy on the bulletin board and electronically, with its rate of pay, for a period of ten (10) working days, to give present employees an opportunity to apply for this position. All regular bargaining unit postings will be Company-wide. An employee on an approved leave or vacation for the entire posting period will be allowed a further five (5) working days to apply. No person shall be appointed to a vacancy in the PWU jurisdiction until all qualified PWU regular represented applicants have been selected.

- ii) The Employer agrees to recognize time served as probationary when the employee moves from a temporary assignment to a permanent position within the same job classification with no interruption.
- iii) Any new hire must remain in their current position for at least twelve (12) months prior to commencing a new position.

**b) Temporary Positions**

- i) Work will be assigned to the Department employees on the basis of Management's assessment of workload and priorities. Prior to reassigning work and/or seeking temporary employees, Management will give due consideration to the regular employee's preferences to work in the different functional areas.
  - ii) In the event temporary vacancies occur, (six (6) months or greater), the Employer will post, Company-wide, such new jobs or vacancies (including all leaves of six (6) months or greater) for a period of ten (10) working days before new employees are hired in order to allow employees with seniority to apply.
- c) In all appointments and promotions, the Employer shall select the best candidate to fill the vacancy based upon qualifications as the governing factor. Where qualifications are relatively equal, seniority in the bargaining unit will govern. All offer of employment letters to be copied to the Chief Steward. For the purposes of this Item, qualifications refer to necessary training, experience, and competencies required for the position as outlined in the position description.
- d) The list of employees who apply for jobs shall be forwarded to the Chief Steward within five (5) working days of the closing of the posting.
- e) Employees who are successful applicants to equal or higher rated non-apprenticeship positions shall be placed in a progression step that does not reduce their current wage. The successful applicant shall either be given the job as soon as possible and at the appropriate rate of pay or shall be paid the rate of pay within twenty five (25) days from when the incumbent accepted the position, regardless of whether the actual transfer to the job has been made (unless the new rate of pay is less than their current rate of pay).
- f) Within five (5) calendar days of the date of the appointment to a vacant position, the name of the successful applicant shall be sent to the Chief Steward, and a copy posted on bulletin boards with the applicable job

posting number. The unsuccessful applicants may request the reasons why they were not selected.

**g) Trial Period**

- i) A regular employee who was the successful applicant to a position will be subject to a three (3) month trial period.
  - ii) After successful completion of the trial period written confirmation will be given to the employee.
  - iii) If the performance evaluation is unsatisfactory during this trial period, the employer may revert the employee to his/her former position at his/her former rate without loss of seniority. In such cases related job changes will be reversed.
  - iv) During the initial four (4) weeks of the trial period an employee may request to return to his/her former position at his/her former rate without loss of seniority. In such cases related job changes will be reversed.
- h) The Employer may, at its discretion, request a waiver of Posting and/or Selection from the PWU when there are medical reasons related to the employee or his/her immediate family, as verified by a medical professional of the Employers choice. If the waiver request is agreed to by the Union, the employee will be appointed to the position. Such requests by the Employer will not be unreasonably denied.
- i) If an identical vacancy occurs at the same location within four (4) months of the initial posting, Management may select additional applicants from the initial list of applicants.
  - j) The Employer will notify the Union in writing, within sixty days, of any vacant position not being filled.
  - k) An employee, prior to being selected to a classification that is more physically demanding than their present classification, shall undergo a physical capabilities assessment relevant to the work being performed, if required, by an organization designated and paid for by the Employer.

**ITEM 14 PROGRESSIONS**

**14.01** New employees will normally start at the probation rate, and will progress to the “balance of the 1<sup>st</sup> year” rate on satisfactory completion of one hundred and ten (110) days probation. Hiring date will be the anniversary for subsequent progress within a classification or as established by later appointments.

**14.02** Performance Reports will be made monthly during the probation period, and progression within the classification will be automatic unless an unfavourable performance report is made, and a copy filed with the Union and with the employee concerned at least one (1) month before the progression date.

**14.03** Changes in rate of pay will become effective on the anniversary date that coincides with the progressions in the wage schedule.

## **ITEM 15 TRAINING COURSES**

**15.01** The Employer may determine that employees require additional knowledge and/or skill. The Employer may provide the necessary facilities and instruction to enable such employees as designated by the Employer, to acquire the additional knowledge and/or skill at no loss in wages. During this training period the Employer will compensate such employees for any travel and/or meal expense. The Employer can choose to have employee(s) use a designated corporate owned vehicle to attend said training. If an employee uses a corporate owned vehicle, they will not be eligible for travel expense coverage. The Corporation will reimburse employees using their personal vehicle for approved business use at the applicable rate for the current year as specified on the Canada Revenue Agency's website. Only the kilometers travelled in excess of the distance from their home to and from their usual work location will be reimbursed.

**15.02** When the employer requires employees to attend courses for durations longer than two (2) consecutive days or more, as determined by the Employer, the employer may make accommodations available based on single occupancy.

**15.03** The Employer will endeavor to schedule training during normal working hours and on scheduled work days at the employee's regular work centre.

**15.04** Any time spent in training or travelling outside of an employee's regular working hours will be paid at the overtime rate for travel between the training location and the employee's regular work centre. This language does not apply to Apprentices traveling to Apprentice school.

## **ITEM 16 TEMPORARY WORK SITE**

**16.01** Upon forty-eight (48) hours' notice to the employee, the Employer may temporarily assign employees from one work centre to another work centre/site. Where an employee is directed to start work at a temporary location and finish their work at a temporary location the following travel expense may be claimed:

- a) A temporary worksite will not be created unless it is required for a full regular work week or longer. An employee will not be assigned to temporary

worksites for longer than eight (8) weeks annually and for not longer than four (4) consecutive weeks unless mutually agreed to.

- b) Travel distances shall be determined based on the shortest normally travelled route. The employee shall not be entitled to travel allowance when their temporary worksite results in a shorter than normal commute.
- c) A daily travel allowance of fifty-six dollars (\$56.00) for reporting to a temporary worksite that is less than fifty (50) kms from your normal work centre.
- d) A daily travel allowance of eighty-four dollars (\$84.00) for reporting to a temporary worksite that is fifty (50) kms but less than one hundred and (101) kms from your normal work centre.
- e) A daily travel allowance of one hundred and twenty-six dollars (\$126.00) for reporting to a temporary worksite that is one hundred and one (101) kms or more from your normal work centre.
- f) In the case of a temporary worksite that is greater than one hundred and one (101) km, the employee can elect to stay overnight if the work at the temporary worksite is required for two (2) or more consecutive days. In these cases, the Employer shall assume, within reasonable limits, the cost associated with lodging and a per diem of one hundred and five dollars (\$105.00) per day to cover food. The employee will not receive the lump sum for commuting as specified in e) above but would receive payment for the first and last trip.
- g) Employees travelling in their personal vehicle will be reimbursed for toll road fees.
- h) Assignment to a temporary worksite location will be determined first on a voluntary basis, then senior choice, junior force, provided those assigned have the necessary skills for the assignment.

Employees are required to be at their temporary worksite at normal starting time and remain until normal quitting time. Employees will normally arrange for their own transportation; however, employees being paid a daily commuting expense may be required to drive an Alectra vehicle to the Temporary Worksite rather than their own personal vehicle. In these situations, the employee is still entitled to claim the full daily commuting expense and transportation arrangements will be made to return them to their regular work centre. Any passengers are also entitled to claim the full daily commuting expense. The driver is not entitled to overtime payments.

# ITEM 17 CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT (PPE)

## Clothing Allotment Chart

FR CLOTHING	HIGH VIS YN	LINES	LABOURER	P&C	STATIONS	METERING	STORES	VEHICLE MECHANICS	BUILDING MAINTENANCE	INSPECTORS	LOCATORS	CUSTOMER SERVICE FIELD REPS & METER READERS	DESIGN TECHS	SYSTEM CONTROLLERS
LONG SLEEVE SHIRTS OR LONG SLEEVE T-SHIRTS (WINTER OR SUMMER)	Y	5	5	5	5	5	5	5	5	5	5	5	1	1
HOODED SWEATSHIRT OR NOMEX FLEECE	Y	2	2	2	2	2				2	2	2	1	1
PANTS (WINTER OR SUMMER)	Y	5	5	5	5	5	2	2	2	5	5	5	1	1
UNINSULATED OVERALLS	Y	2	2	2	2	2		2	2	2	2			
INSULATED COVERALLS/OVERALLS	Y	1	1	1	1	1						1		
INSULATED JACKET OR PARKA / 3 IN 1 JACKET (Includes choice of one liner - cooler jacket or fleece)	Y	1	1	1	1	1	1	1	1	1	1	1	1	1
INSULATED VEST	Y	1	1	1	1	1				1	1			
TOQUE	N	1	1	1	1	1	1	1	1	1	1	1	1	1
BALACLAVA	N	1	1	1	1	1		1	1	1	1	1		

### 17.01

- a) Up-to-date listings of approved clothing entitlements will be made readily available to all affected employees. A full one-time issue (based on schedule attached) will be supplied to new employees when entering into a classification identified by management. It is understood that such clothing shall remain the property of the Employer and shall be worn by employees while on duty.

### 17.02

- a) The Employer will provide laundry/repair services for outer clothing (coats, jackets and overalls) supplied by the Employer as well as other Employer supplied clothing that has been extraordinarily soiled or damaged in the course of work upon approval of the employee's immediate Supervisor.
- b) Additional clothing will be issued by replacement as required subject to the approval of the employee's immediate Supervisor based on the condition of the item. Damaged or worn out items will be returned to the Employer for disposal.

**17.03** Each regular employee who is required by the Employer to wear safety footwear shall be reimbursed in each calendar year towards the amount paid of:

\$270.00 effective June 1<sup>st</sup>, 2022

\$290.00 effective June 1<sup>st</sup>, 2023

A copy of the receipt will be provided to receive reimbursement.

- a) In addition to the above entitlement, replacements will be provided on the basis of proven need.

Note: *For System Controllers and Design Technicians, reimbursement will be every two (2) years.*

#### **17.04 Safety Eyewear**

Employees that are required to wear eye protection to perform their normal duties will be provided with safety eyewear, clear and tinted. Where prescription lenses are required, as certified by a prescription, the Employer, in consultation with the Joint Health and Safety Committee, shall specify the designated supplier of the eyewear manufactured from an appropriate standard of safety glass, and frames. All shall be replaced on proven need.

**17.05** The Employer shall supply, maintain and replace all tools and equipment necessary to carry out the work involved in maintaining service. Mechanics tools will be provided by the Employer. Equipment shall include insulated/un-insulated rubber boots or galoshes, rubber gloves, fire retardant rainwear, leather gloves, hard hats, hearing protection and all other Personal Protective Equipment. All tools, including mechanics tools, are the Employers property and cannot be used for personal use.

**17.06** Appropriate safety clothing and/or appropriate equipment, shall be supplied for all Health & Safety Committee members who need to inspect in areas that require safety equipment.

### **ITEM 18 WORKERS' SAFETY & INSURANCE BOARD**

**18.01** Employee, receiving benefits from the Workers' Safety and Insurance Board for illness or injury arising out of duties of their job, shall also receive an additional payment from the Employer for up to twenty-four (24) months which, when combined with the compensation payments, will bring the total equivalent net payments from the two (2) sources to 100% of the employee's normal wage.

**18.02** In cases where an employee has been injured and returns to work, a reasonable and suitable period of light duty work may be arranged. In the event an employee is permanently transferred to a lower paid classification as a result of an on-the-job disability they shall continue to receive the hourly rate earned immediately prior to the permanent transfer until the rate of pay for the new classification exceeds this amount.

**18.03** In the event that the employee is offered modified work consistent with medical limitations which are established after consultation with the employee's physician and which are approved by Workplace Safety & Insurance Board (WS&IB) and

the employee declines such work, direct payment from the Employer will be discontinued.

## **ITEM 19 GENERAL**

**19.01** All employees shall have access to their own personnel file, permission to be arranged through their immediate Supervisor.

**19.02** An employee may request copies of any material contained in his/her personnel file.

### **19.03 Policy & Procedures**

Prior to issuing any new/change of policy or procedure, that pertains to PWU represented employees, the Employer will provide the Chief Stewards with an advance copy seven (7) days before general release. The Chief Stewards may provide comments or input to Management prior to the general release.

### **19.04 Pay Practices**

The Parties agree that during the life of this Collective Agreement, direct deposit will be continued and will be paid weekly.

## **ITEM 20 COMMUNICATION TOOLS**

**20.01** The Employer will provide minimum 4' by 3' bulletin boards encased in glass complete with a locking mechanism in main areas and smaller boards for other areas designated by the Union and Employer for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the local Union.

## **ITEM 21 SALE OF BUSINESS, MERGERS AND AMALGAMATIONS**

**21.01** In the event that the Employer sells, merges or amalgamates with another Utility, Employer or Companies, the representation rights, collective agreement and the status quo of members shall be maintained until final determination is made by the Ontario Labour Relations Board as to the proper representation of the combined group.

**21.02** Should the Employer sell, merge, amalgamate or combine its operations with another Utility, Employer or Companies, the Employer agrees to give the Union as much notice as practically possible prior to implementing such change.

## **ITEM 22 REST PERIODS**

**22.01** An employee on overtime is not expected to remain at work longer than they can perform their duties safely and efficiently. No employee may make election to remain at work more than sixteen (16) hours in a twenty-four (24) hour period. The twenty-four (24) hour period shall be defined as starting at the employee's regular start time.

**22.02** No employee shall remain at work continuously for more than sixteen (16) hours in a twenty-four (24) hour period and a period of at least eight (8) consecutive hours must elapse before the employee is recalled for further work.

**22.03** In the event an employee remains at work continuously for sixteen (16) hours he shall be paid straight time pay for the scheduled shift hours not worked in his/her regular working day.

### **22.04**

- a) If an employee works overtime within eight (8) hours preceding their next scheduled shift and has worked a minimum of three (3) hours they will be entitled to an eight (8) hour rest period. There will be no loss of wages for any or all portions of the rest period that fall into their next scheduled shift. Employees who are called for overtime within three (3) hours preceding their next scheduled shift shall not be entitled to a rest period.
- b) Notwithstanding the above, all employees must have eight (8) consecutive hours rest within twenty-four (24) hour period. If the minimum eight (8) hour rest time extends into the employee's normal scheduled hours of work, the amount of rest time extending into the employees normal scheduled hours of work will be paid at straight time.
- c) Where the time worked is six (6) hours or more and ends within two (2) hours before the start of their next regular shift, the employee will be entitled to paid rest equivalent to their regular hours of work to a maximum of ten (10) hours starting at the beginning of the shift provided the employee is scheduled to work immediately following the call out.
- d) Employees may elect to apply two (2) hours earned overtime pay to allow, extension of the eight (8) hour rest period to ten (10) hours.

**22.05** Should the employee be required to continue working during the rest period(s), the employee shall be paid at two (2) times their normal basic rate until the remainder of the rest period can be granted.

## **ITEM 23    LICENSES AND PROFESSIONAL FEES**

**23.01** Employees who are required by the Employer to renew or upgrade memberships or licenses will have the cost of such renewals or upgrades reimbursed by the Employer including:

- (a) O.A.C.E.T.T.
- (b) Purchasing Management Association
- (c) Chartered Professional Accountant
- (d) AZ/DZ Drivers license.
- (e) Vehicle Mechanics license(s)
- (f) Trades Certificates
- (g) Any other certificate required by the Employer

**23.02** For a current employee who is not changing job functions the Employer will pay for medical and testing fees in obtaining, renewing, or upgrading AZ/DZ. In addition, the Employer will provide test time during normal working hours and a suitable vehicle for the test.

## **ITEM 24    MEAL PAYMENT**

### **24.01**

- a) An employee who is required to work unscheduled or scheduled overtime for one and one half (1½) hours or more immediately prior to, or after, the normal work day, shall be paid a meal payment of seventeen dollars (\$17.00), and shall be allowed one half (½) hours of paid overtime, within three (3) hours of commencing the overtime, to obtain a meal. If this meal falls within the normal working hours, the rate shall be the regular hourly rate. If otherwise, the appropriate overtime rate will apply. Meal allowance of equal amount and mealtime under the same conditions will be allowed after each four (4) hours worked of consecutive unscheduled or scheduled overtime.
- b) An employee who is required to work scheduled overtime of eight (8) hours on other than their normal workday, if required to work for one and one half (1 ½) hours or more of scheduled or unscheduled overtime immediately prior to, or after, the scheduled eight (8) hours, shall be paid a meal payment of seventeen dollars (\$17.00) and shall be allowed one half (½) hours of paid overtime, within three (3) hours of commencing the additional overtime, to obtain a meal. Meal allowance of equal amount and mealtime under the same conditions will be allowed after each four (4) hours worked of consecutive additional overtime.
- c) An employee who is required to work unscheduled overtime of four (4) hours or more on other than their normal workday, will be paid a meal payment of seventeen dollars (\$17.00), and shall be allowed one half (½)

hours of paid overtime to obtain a meal, and thereafter each four (4) hours worked of consecutive overtime.

## **ITEM 25      TRANSPORTATION AND MOVING EXPENSES**

### **25.01      General**

- a) **General:** Moving expenses are only chargeable to the Employer when the employee's move is initiated by the Employer (work centre redeployment or declared surplus) and the expenses pertain to the employee's principal residence. In order to claim moving expenses, the employee must have attained regular status and be a householder who maintains a complete dwelling. All expenses must be supported by receipts and are subject to approval by the Employer. Employer paid moving expenses will only be granted when the work centre of a regular employee is changed and the employee's new work centre is moved 25km or more further from his/her current work centre, and the employee moves his/her household at-least 40km closer to the new work centre. In view of the Employer's willingness to pay for packing furniture, as well as transportation, employees usually will not be allowed time or travelling expenses to return from their new point of work to attend to packing and shipping of furniture. However, if a regular employee is required to move their household to the new work centre on a regular day of work, the employee shall be granted that day off with pay to assist with the move.
- b) **Temporary Employees:** The Employer will only pay necessary travel expenses of temporary employees when they are moved from one location to another on the first day of transfer at the Employer's request. The transportation of families and/or furniture of temporary employees will not be paid.
- c) **Appointment of New Probationary Employees:** A new employee hired for a regular position in a work centre other than the point of hire will not ordinarily be recompensed for moving expenses. The costs of transporting the family of an apprentice to a new worksite during the training period will be paid, but costs of moving the household effects, if the employee is a householder, will only be paid when the employee has attained two years' service and their move complies with the requisite distances noted in General above.
- d) **Regular Employee, Non-householder:** When an employee qualifies for a Employer paid move, the Employer will pay a maximum of \$750, including HST and with receipts, for the cost of moving personal effects.

- e) Regular Employee, Householder: When a regular employee qualifies for an Employer paid move, the Employer will pay the following pertaining to their principal residence:
- f) Packing, freight and/or truck charges on household effects, including boats and second automobiles which are part of the personal effects of the employee, to a maximum of \$2,800 including HST and with receipts. All moving arrangements are to be made by the employee. Note: Items used for business farming or commercial purposes, as well as large boats such as houseboats, which would require special transportation will not be included in the expenses paid by the Employer.
  - i) Incidental Out-of-Pocket Moving Expenses may be claimed by the employee to a maximum of \$4,500, including HST with receipts, for miscellaneous expenses required by the move.
  - ii) Legal Fees and disbursements may be claimed to a maximum of \$8,000, including HST and with receipts, for expenses incurred in selling the old principal residence and/or buying the new principal residence. Legal fees include such items as land transfer tax, survey, title insurance, legal fees associated with arranging or discharging a first mortgage and mortgage appraisal fees.
  - iii) Real Estate Brokerage fees related to the sale of the principal residence may be claimed at the standard rate to a maximum of \$20,000, including HST and with receipts.
  - iv) Temporary Living Expenses may be claimed for up to a maximum of four months after the employee's actual transfer date to the new work centre. Expenses may include actual living expenses (hotel/motel and meals) for up to one month from the date of actual transfer and then board and lodging expenses (maximum of \$45 per day) for up to an additional three months. Such expenses may only be claimed for those days when the employee is at the new worksite and receipts are required. Employees may also claim \$20 per week maximum with receipts for miscellaneous expenses (laundry, phone). Employees may claim mileage at the specified rate to return to their old residence once per week during the first four months after their actual transfer date. The maximum total of all Temporary Living Expenses that can be claimed is \$7,000.
  - v) As an alternative to claiming the individual expenses noted above an employee may elect to claim a total maximum of \$25,000. With such an election, the employee may exceed the stated maximum in any

expense category(s) provided the overall total claimed does not exceed the \$25,000 maximum.

- vi) To qualify for the payment of expenses involved in purchasing a new residence the employee must give written notice at the time of his/her transfer that he/she intends to buy a new residence.
- vii) Any transaction which is not commenced within one year of the date of the employee's transfer will not be paid by the Employer.
- viii) Employees who are renters may claim up to two months' lease termination, with receipts, however, such employees can only claim expenses noted in items A, B and E above.

# TRADES - PART B

## ITEM 1 HOURS OF WORK

### 1.01 Alternate Hours of Work

Alternate hours of work other than those noted below may be developed and implemented provided the following principles are adhered to:

- a) Such schedules will be established by mutual agreement of the Labour Relations Committee.
- b) Affected employees have given their consent to such an arrangement.
- c) Operational effectiveness will be maintained.
- d) Either party may cancel such arrangements with thirty (30) days' notice.

Such arrangements may include flexible hours, summer hours, compressed work week, etc.

### 1.02 Hours of Work

- a) The normal work week of all outside employees shall be forty (40) hours per week, Monday to Friday, consisting of five (5) days of eight (8) hours commencing between the hours of 6:30am and 07:00am.
- b) The hours of work for employees shall be between 06:30 hours and 17:30 hours. A one-half (1/2) hour meal break shall be between 11:30 hours and 14:00 hours, unless otherwise mutually agreed. Hours worked outside of those hours shall be by mutual agreement. Lunches will be consumed on Employer time and are to be taken at the work site.
- c) All employees are entitled to two (2) fifteen (15) minute paid breaks. one in the morning and one in the afternoon. Where the employee voluntarily forfeits the break, they will not be entitled to the overtime provisions of the collective agreement.
- d) A change to established hours of work within the core hours (06:30 to 17:30) shall be a matter for discussion between the Chief Steward and the Employer. Upon mutual agreement four (4) continuous days of ten (10) hours per day, Monday to Friday, starting at 07:00 hours to 17:00 hours may be agreed to for the time frame from May 1<sup>st</sup> to Oct. 31<sup>st</sup>.

### **1.03 Time Off**

For calculation purposes, all sick leave and vacation, and floaters shall be calculated in hours, and one (1) day equals eight (8) hours, while one (1) week equals forty (40) hours. Therefore, any employee who takes leave while working more than eight (8) hours a day shall have that number of hours of vacation or sick time deducted from his/her credits. Bereavement days shall be taken as "a-day-for-a-day".

Crew working on statutory holidays shall be paid at overtime rate in addition to the regular days pay. Employees not scheduled to work on the statutory holiday shall be entitled to eight (8) hours of "statutory accumulated time". For clarification purposes, "statutory accumulated time" shall mean eight (8) hours paid time off or eight (8) hours pay.

## **ITEM 2 ON-CALL**

### **2.01 On-Call Schedule**

The Employer agrees to post "On-Call" schedules as far in advance as possible, with it posted by November 1st, indicating the employees normally scheduled for duty on weekly rotation. It is agreed that employees may voluntarily exchange duty schedules, provided that such exchanges are submitted in writing to the departmental Supervisor for approval prior to the scheduled on-call duty. The approval of the request by the employee to exchange duty schedules will be based on operational needs and will not be unreasonably denied. "On-Call" duty shall commence Wednesday at normal quitting time and cease the following Wednesday at normal starting time.

### **2.02 On-Call Response**

- a) When on "On-Call", the employee must remain in contact with System Control/Supervisor. and when he/she receives a call, will have sixty (60) minutes to respond and arrive at the worksite or work centre. It is the employee's responsibility to ensure that the Employer supplied telephone, and/or radio are in good working order at all times and the employer's responsibility to repair and maintain the equipment as required. It is understood that under normal working circumstances, the employee must contact System Control/Supervisor within ten (10) minutes of receiving a call.
- b) In the event of emergency work in one of the work locations, unionized employees from the other work location will be considered eligible to respond to such emergency to supplement the response efforts along with

employees from other entities. On-Call employees in other work centres will remain in their current response area.

- c) When two (2) Journeypersons are on call the Journeyperson with seniority will be paid at the relieving leadhand rate.

### **2.03 On-Call Rates**

“On-Call Duty” will be paid as follows:

\$47.00 Monday-Friday

\$78.00 for Saturday, Sunday, and each Statutory Holiday.

### **2.04 On-Call Responsibility**

Employees who receive “On-Call” payment are responsible for ensuring that all callouts are responded to in accordance with these clauses. It is understood and agreed that the Employer, in addition to any further action it deems advisable, has no obligation to pay “On-Call” pay where the employee “On-Call” was not readily available for work. During periods of planned vacation, Employees “on-call” are responsible for their own suitable coverage. During all other periods of leave, it is the Employer’s responsibility to find suitable coverage.

### **2.05 On-Call Vehicle**

A corporate owned vehicle will be supplied to employees when “On-Call” at the discretion of the employee and the Director or designate.

### **2.06 On-Call Complement**

On-Call compliment and protocols to be discussed at Labour Management. Schedule of service territories to be used to provide relief in on-call situations to be included in “on-call protocol”.

## **ITEM 3 SHIFT WORK OUTSIDE EMPLOYEES**

### **3.01 Shift Hours**

- a) The hours for the Day shift begin between the hours of 06:30 and 07:00 and end no later than 17:00.
- b) The hours for the afternoon shift will be between the hours of 13:00 and 23:00.

### **3.02 Shift Premiums**

- a) The hourly shift premium for those employees scheduled to work afternoon shift will be seven and a half percent (7.5%) percent.
- b) The hourly shift premium for those employees working the weekend shift will be twenty-five (25) percent.
- c) No shift premium shall be paid for any hours to which overtime premium applies.

### **3.03 Shift Schedule**

It is mutually agreed that if the Employer introduces additional shifts the issue of hours of work will be negotiated with the Union.

### **3.04 Shift Staffing**

- a) No employee shall be required to work a shift schedule against their wishes when other qualified employees are willing to perform the required work. Qualified employees willing to work the shift will be rotated by seniority. If the numbers willing to work the shift are insufficient the shift work will be assigned in reverse seniority among the other qualified employees. Assigned employees must work a full shift rotation. Employer will provide thirty (30) days notice to the assigned employees.
- b) Qualified employees will consist of employees that have completed third year lines school.
- c) No employee will be forced to fill shifts more than once per every six (6) rotations. Notwithstanding the above, this provision does not apply to Leadhands.

### **3.05 Trouble Crew**

- a) The Employer agrees to post the Trouble Crew schedules as far in advance as possible, with it posted by November 1st, indicating the employees normally scheduled for duty on bi-weekly rotation. It is agreed that employees may voluntarily exchange duty schedules, provided that such exchanges are submitted in writing to the departmental Supervisor for approval prior to the scheduled trouble crew duty. The approval of the request by the employee to exchange duty schedules will be based on operational needs and will not be unreasonably denied.
- b) There will be a dedicated Lead Hand of each Trouble Crew. The Lead Hand will rotate through the Trouble Crew schedule.

- c) Trouble Crew shifts will be ten (10) hours in duration with a half (1/2) hour meal break. Meals will be consumed on Employer time and are to be taken at the work site.
- d) Trouble Crew employees shall have the option to opt out of on call arrangements.

### **3.06 Statutory Holidays**

Trouble crews working on statutory holidays shall be paid at overtime rate in addition to the regular days pay. Employees not scheduled to work on the statutory holiday shall be entitled to ten (10) hours of "statutory accumulated time". For clarification purposes, "statutory accumulated time" shall mean ten (10) hours paid time off or ten (10) hours pay.

### **3.07 Fleet**

- a) Day hours of operations will be 8 hours per day Mondays to Fridays between the hours of 06:30 and 07:00 and ending no later than 15:00 with a one-half (1/2) hour meal break. Meals will be consumed on Employer time and are to be taken at the work site.
- b) Afternoon hours of operations would be Mondays to Fridays from 15:00 to 23:00 with a one-half (1/2) hour meal break. Meals will be consumed on Employer time and are to be taken at the work site.
- c) Afternoon hours of operations may not apply to all work centres.

## **ITEM 4 MEAL PAYMENT**

### **4.01**

- a) An employee who is required to work unscheduled or scheduled overtime for one and one half (1½) hours or more immediately prior to, or after, the normal work day, shall be paid a meal payment of seventeen dollars (\$17.00), and shall be allowed one half (½) hours of paid overtime, within three (3) hours of commencing the overtime, to obtain a meal. If this meal falls within the normal working hours, the rate shall be the regular hourly rate. If otherwise, the appropriate overtime rate will apply. Meal allowance of equal amount and mealtime under the same conditions will be allowed after each four (4) hours worked of consecutive unscheduled or scheduled overtime.
- b) An employee who is required to work scheduled overtime of eight (8) hours on other than their normal workday, if required to work for one and one half

(1 ½) hours or more of scheduled or unscheduled overtime immediately prior to, or after, the scheduled eight (8) hours, shall be paid a meal payment of seventeen dollars (\$17.00) and shall be allowed one half (½) hours of paid overtime, within three (3) hours of commencing the additional overtime, to obtain a meal. Meal allowance of equal amount and mealtime under the same conditions will be allowed after each four (4) hours worked of consecutive additional overtime.

- c) An employee who is required to work unscheduled overtime of four (4) hours or more on other than their normal workday, will be paid a meal payment of seventeen dollars (\$17.00), and shall be allowed one half (½) hours of paid overtime to obtain a meal, and thereafter each four (4) hours worked of consecutive overtime.

## **ITEM 5      TEMPORARY RELIEF**

- 5.01** The assignment of relief is an Employer right and increased duties must be assigned, not assumed.
- 5.02** When an employee is assigned to a higher paid classification, the employee will receive the relief rate of pay on all hours worked.
- 5.03** When a Union employee is designated by the Employer to relieve in a Supervisory position outside the bargaining unit, they shall be paid at a rate of seven and a half percent (7.5%) above the lead hand rate.
- 5.04** When a Union employee is required to relieve for the Employer, they shall be chosen from qualified bargaining unit employees within the department.
- 5.05** If an employee is assigned to a relief position for longer than ten (10) days the employee will receive the relief rate of pay on all hours, including (but not limited to) recognized holidays (when relieving the day before or after), sick time, vacation, and any other approved leave.
- 5.06** The employer will provide the employee an estimated duration of the relief assignment.

# SYSTEM CONTROL - PART C

## ITEM 1 SYSTEM CONTROLLERS/OUTAGE PLANNERS

### 1.01 Hours of Work

- a) The normal work week for System Controllers shall be established by the Master Schedule and shall average forty (40) hours. In-cycle time balance (weekly accumulation or deficiency) will zero out at the end of each cycle.
- b) Hours of work for System Controllers and Planning & Support System Controllers are consecutive with lunch consumed on Employer time. Meals and breaks will be taken as time permits during the shift.
- c) Normal hours of work for System Controllers shall be as follows:
  - 07:00 hrs. – 19:00 hrs. D
  - 19:00 hrs. – 07:00 hrs. N
  - 07:00 hrs – 15:00 hrs. d
- d) Planning & Support System Controllers: Normal hours of work for shall be from (07:00 hrs to 15:00 hrs) Monday to Friday with meals consumed on employer time.
- e) Banked time, Sick leave, floater, and vacation time shall be calculated in hours. An employee who takes time off while working an eight/ten/twelve (8/10/12) hour day shall have eight/ten/twelve (8/10/12) hours deducted respectively from his/her credits. Bereavement days shall be taken as “a-day-for-a-day”.
- f) A compressed workweek consisting of four (4) ten (10) hour shifts (Mon.-Thurs. or Tues. - Fri.) may be implemented with mutual agreement.

### 1.02 Overtime

- a) All work performed outside or beyond a System Controller’s regularly scheduled shift.
- b) The Employer reserves the right to determine the need for overtime and will attempt to distribute overtime on an equitable basis.
- c) Overtime will be considered scheduled overtime when notice is given to the employee more than twenty-four (24) hours prior to the start of the shift to be worked.

### **1.03 Shift Schedule/On-call Rotation**

#### **a) Formulation of Master Schedule/On-Call Rotation**

The Employer and System Controllers shall mutually formulate all new master schedules and On-Call rotations based on coverage and parameters determined by the Employer.

The master schedule will be posted no later than November 1<sup>st</sup> each year. The schedule will cover the entire calendar year.

If more than one schedule is formulated that meets the parameters of the Employer, then the System Controllers will have the opportunity to vote on their preference. In the event a tie vote occurs, the Employer shall cast the tie-breaking vote.

- b) On-call duties will be assigned by The Employer to all System Controllers as deemed competent by the Employer. The on-call coverage will be posted at the same time as the Master Schedule.
- c) A System Controller's schedule will not be modified to accommodate training/meetings that are two (2) days or less in duration. If a System Controller is required to attend training outside of their regular working hours, they will be compensated at the overtime rate. System Controllers will make every reasonable attempt to attend such training/meetings.
- d) Changes to a System Controller's schedule for training purposes that are three (3) consecutive days or greater in duration may be implemented with six (6) weeks written notice to the affected System Controller(s). This clause does not include combining multiple training courses or cross-training.
- e) Should the employee work less or more hours than scheduled in that pay period, the employee will arrange with the Supervisor to work that time back or will be paid overtime for the hours worked in excess of their scheduled hours. No employee will be required to work a night shift the evening just prior to the start of training or on the last day of training.
- f) The parties recognize the importance of maintaining an employee's scheduled days off and as such, all reasonable efforts will be made to avoid any disruptions of this time off. Only employees required to attend training as specified in Item 1.03 d) shall have their schedule modified.
- g) Approved scheduled vacation/overtime shall not be changed to attend training/meetings, unless by mutual agreement.
- h) Master Schedule**

The Employer shall provide six (6) weeks notice prior to implementing any

changes or alterations to the master schedule by the Employer due to significant change(s) in business conditions and/or a change in the available resource complement. Any modifications to the existing schedule will follow Item 1.03 a) (Formulation of Master Schedule). Approved scheduled vacation shall not be changed to accommodate the change in the master schedule, unless by mutual agreement.

#### **1.04 Statutory Holidays**

- a) For pay purposes, the System Controllers shall observe statutory holidays on the calendar date on which it falls.
- b) The Employer will determine the staffing levels required for coverage on the statutory and declared holidays.
- c) System Controllers working on statutory holidays shall be paid at overtime rate in addition to the regular days pay. System Controllers not scheduled to work on the statutory holiday shall be entitled to eight (8) hours of "statutory accumulated time". For clarification purposes, "statutory accumulated time" shall mean eight (8) hours paid time off or eight (8) hours pay.
- d) Overtime will be paid for all hours worked after 12:00 hrs on Christmas Eve and New Year's Eve.

#### **1.05 Gratuitous Time-Off**

- a) If the hours of operation of the business in a work centre are shortened on a particular day for any reason deemed by The Employer, the Employer shall determine the minimum staff complement required during this period.
- b) When gratuitous time off is granted by the Employer in a work centre, only those System Controllers working on the affected shift that calendar day shall be granted time off. Any System Controller not permitted to leave his/her post shall be paid for the hours worked during the gratuitous time off period at their straight wage rate in addition to their normal pay, or may be accumulated. For or the purposes of this article, the gratuitous time off period shall be defined as the difference between when the office is closed and the end of normal business hours.
- c) If a special recognition full day off is granted, it shall be deemed to have eight (8) hours. It will be treated as above; however, the System Controller will be entitled to eight (8) hours off as will System Controllers on a scheduled day off.

#### **1.06 Trading of Shifts**

Employees may agree to trade their regularly scheduled shifts with each other, provided the following conditions are met.

- a) The trading of shifts cannot result in any employee working more than sixty (60) hours in any seven (7) day period;
- b) With approval of the Supervisor, qualified employees may trade shifts provided notice is submitted, in writing, to the Supervisor and signed by both affected employees twenty-four (24) hours in advance of the requested shift change. Every attempt will be made to accommodate the shift trade.

### **1.07 Premiums**

- a) Shift Turnover - 2%
- b) Shift Premiums

Afternoons - 5% (hours worked Monday to Friday 15:00 to 19:00 hours)  
Nights - 10% (hours worked Monday to Thursday 19:00 to 07:00 hours)  
Weekends - 25% (all hours worked Friday 19:00 to Monday 07:00)

These shift premiums apply to the normal hourly rate for the actual hours worked on regularly scheduled shifts only and do not apply to overtime shifts, sick time, or vacation time.

### **1.08 Promotions to Senior System Controller Position**

Filling of any future senior positions will be based on the needs and requirements as deemed by the Employer, as well as meeting the competencies outlined in the job description.

### **1.09 Vacation**

In order for the Employer to effectively schedule vacation requests for the upcoming year, requests will be slotted by seniority if submitted by February 28<sup>th</sup>.

Requests after this date will be processed on a first come, first serve basis. Every reasonable effort shall be made to accommodate a System Controller's vacation request providing operational needs and manpower requirements are met.

### **1.10 Apprentice System Controllers**

- a) The hours of work for Apprentice System Controllers will be determined by the Employer during the probationary period. After their probationary period the Apprentice System Controllers will be placed on a six (6) month schedule

for the remainder of their apprenticeship. The schedule must be posted one (1) month in advance.

- b) Apprentice System Controllers hours of work or shifts may be changed for training purposes during their four (4) year Apprenticeship Program provided a five (5) day written notice is given. If an Apprentice System Controller is assigned to a shift for training the duration of the shift change shall be a minimum of seven (7) working days.
- c) Apprentice System Controllers shall not be assigned the responsibility of a shift, or on-call duty, until they have been deemed competent by the Employer.

# TECHNICAL/CLERICAL - PART D

## ITEM 1 HOURS OF WORK

### 1.01 Alternate Hours of Work

Alternate Hours of work other than those noted below may be developed and implemented provided the following principles are adhered to:

- a) Such schedules will be established by mutual agreement by the Labour Relations Committee.
- b) Affected employees have given their consent to such an arrangement.
- c) Operational effectiveness will be maintained.
- d) Either party may cancel such arrangements with thirty (30) days' notice.
- e) Seniority will be the deciding factor with regard to schedule preference.

Such arrangements may include, summer hours, compressed work week, etc.

### 1.02 Hours of Work – Inside Employees

- a)
  - i) The normal work week of all office and clerical employees shall be thirty-five (35) hours of work per week consisting of five (5) days of seven (7) hours, not before 07:30 hours and not later than 17:00 hours, Monday to Friday inclusive, with one-half (1/2) unpaid lunch or one (1) hour for an unpaid lunch between 11:45 and 14:15 hours. Preferred start/stop and lunch period selections will be based in order of Seniority, subject to the Employer's ability to maintain operational requirements.
  - ii) Customer Care hours of work in the Call Centre shall be 08:30 hours to 16:30 hours. The following schedule for start/stop times shall apply:
    - 08:15 to 15:45 ½ hour unpaid lunch
    - 08:30 to 16:00 ½ hour unpaid lunch
    - 09:00 to 16:30 ½ hour unpaid lunch
    - 08:30 to 16:30 1-hour unpaid lunch

In the event of a vacancy, selection will be offered by seniority. The Supervisor designates the number of time slots available per lunch period.

- iii) The normal work week of all inside technical employees shall be forty (40) hours per week, consisting of five (5) days of eight (8) hours, not before 07:30 hours and not later than 17:00 hours, Monday to Friday inclusive, with one-half (1/2) hour for an unpaid lunch between 11:30 and 14:00 hours Preferred start/stop and lunch period selections will be based in order of Seniority, subject to the Employer's ability to maintain operational requirements.
- iv) Clerical employees supporting trades workers may have the option of starting their shift at 07:00 hours upon Management approval, subject to operational requirements.

All employees are entitled to two (2) fifteen (15) minute paid breaks – one in the morning and one in the afternoon. Where the employee voluntarily forfeits the break, they will not be entitled to the overtime provisions of the collective agreement.

## **ITEM 2      TEMPORARY RELIEF**

- 2.01** The assignment of relief is an Employer right and increased duties must be assigned, not assumed. Temporary relief will be offered to the senior qualified person within the work group or at the work centre if deemed necessary by the Employer.
- 2.02** When an employee is assigned to a higher paid classification, the employee will receive the relief rate of pay on all hours worked. An employee providing relief will not be paid more than the end rate of the classification being relieved, nor will they be paid less than the start rate of the classification being relieved. If the start rate is less than a 10% increase from the employee's normal wage rate, the employee will be paid a rate of 10% above their normal wage rate. Overtime at the relief rate will only be paid when the overtime performed is in the relief role.
- 2.03** When a Union employee is designated by the Employer to relieve in a Supervisory position outside the bargaining unit, they shall be paid at a rate of ten percent (10%) above their normal straight time wage rate.
- 2.04** Temporary relief is defined as a term up to six (6) months in duration except for pregnancy/parental leave and LTD relief, unless mutual agreement to extend. The six (6) month term will begin on the first day of the assignment and will end six (6) months immediately after, regardless of interruption. (If an employee were to begin a term on March 14<sup>th</sup>, the six (6) month term would end on September. 14<sup>th</sup>). The employer shall notify the Union in writing if the relief is to extend past six (6) months.
- 2.05** If an employee is assigned to a relief position for longer than ten (10) days the employee will receive the relief rate of pay on all hours, including (but not limited

to) recognized holidays (when relieving the day before or after), sick time, vacation, and any other approved leave.

**2.06** The employer will provide the employee an estimated duration of the relief assignment.

## **Glossary of Terms**

### **Definitions:**

**Region:** West (Hamilton and St. Catharine's), Central (Mississauga and Brampton) and East (York Region and Simcoe County).

**Work Site:** Is where physical work takes place. For example; a distribution station, a pole at the side of the road, a local garage.

**Work Centre:** The building where an employee regularly reports for work.

**Work Location:** A geographical area that may include more than one work sites or work centres. Work location will be jointly agreed upon.

**Work Group:** A subset of a department. For example; (1) Collections, Call Center or Billing are three subsets of Customer Service; (2) Lines, Metering, System Control or P&C are 4 subsets of Network Operations.

# WAGE SCHEDULES

## 2022 ALECTRA WAGE SCHEDULE

Job Title	Progression Steps	2022 Wage Scale	2022 Start	2022 Balance 1st year	2022 2nd year	2022 3rd year	2022 4th year	2022 5th year
Accounting Analyst	5	\$50.18	\$34.27	\$37.70	\$41.47	\$45.62	\$50.18	
Accounts Payable Associate	5	\$43.82	\$29.94	\$32.93	\$36.22	\$39.84	\$43.82	
Agreement Law Clerk	5	\$45.28	\$30.93	\$34.02	\$37.42	\$41.16	\$45.28	
AMI Operator	5	\$44.39	\$30.32	\$33.35	\$36.68	\$40.35	\$44.39	
Application Support Analyst	5	\$50.18	\$34.27	\$37.70	\$41.47	\$45.62	\$50.18	
Billing Clerk	5	\$40.70	\$27.80	\$30.58	\$33.64	\$37.00	\$40.70	
Buyer	5	\$47.65	\$32.55	\$35.80	\$39.38	\$43.32	\$47.65	
Capital Asset Analyst	6	\$55.36	\$34.37	\$37.81	\$41.59	\$45.75	\$50.33	\$55.36
Capital Reporting Clerk	5	\$43.82	\$29.94	\$32.93	\$36.22	\$39.84	\$43.82	
Cashier/Receptionist	4	\$37.69	\$28.32	\$31.15	\$34.26	\$37.69		
CDM Marketing Coordinator	5	\$50.18	\$34.27	\$37.70	\$41.47	\$45.62	\$50.18	
Collections Clerk	5	\$41.63	\$28.44	\$31.28	\$34.41	\$37.85	\$41.63	
Collections Field Representative	5	\$44.44	\$30.35	\$33.39	\$36.73	\$40.40	\$44.44	
Computer System Operator	5	\$39.14	\$26.74	\$29.41	\$32.35	\$35.58	\$39.14	
Construction Technician	5	\$49.84	\$34.05	\$37.45	\$41.19	\$45.31	\$49.84	
Cost Accountant	6	\$55.36	\$34.37	\$37.81	\$41.59	\$45.75	\$50.33	\$55.36
Customer Care Representative	6	\$55.36	\$34.37	\$37.81	\$41.59	\$45.75	\$50.33	\$55.36
Customer Service Rep	5	\$42.33	\$28.91	\$31.80	\$34.98	\$38.48	\$42.33	
Design Technologist	6	\$54.82	\$34.05	\$37.45	\$41.19	\$45.31	\$49.84	\$54.82
Engineering Clerk	5	\$41.63	\$28.44	\$31.28	\$34.41	\$37.85	\$41.63	
Engineering Draftsperson	5	\$45.95	\$31.38	\$34.52	\$37.97	\$41.77	\$45.95	
Equipment Operator	2	\$41.63	\$37.85	\$41.63				
Equipment Tool Maintainer	6	\$49.13	\$30.50	\$33.55	\$36.91	\$40.60	\$44.66	\$49.13
Facilities Maintainer	3	\$43.23	\$35.73	\$39.30	\$43.23			
GIS System Specialist	6	\$57.26	\$35.55	\$39.11	\$43.02	\$47.32	\$52.05	\$57.26
Inspections Clerk	5	\$41.63	\$28.44	\$31.28	\$34.41	\$37.85	\$41.63	
Inspector	6	\$48.40	\$30.05	\$33.05	\$36.36	\$40.00	\$44.00	\$48.40
Inventory Planner	5	\$47.65	\$32.55	\$35.80	\$39.38	\$43.32	\$47.65	
Key Account Rep	5	\$48.17	\$32.90	\$36.19	\$39.81	\$43.79	\$48.17	
Labourer	2	\$35.30	\$32.09	\$35.30				
Lead Hand Facilities Maintainer	6	\$46.47	\$28.86	\$31.75	\$34.92	\$38.41	\$42.25	\$46.47
Lead Hand Inspector	6	\$53.97	\$33.51	\$36.86	\$40.55	\$44.60	\$49.06	\$53.97
Lead Hand Lines	6	\$53.97	\$33.51	\$36.86	\$40.55	\$44.60	\$49.06	\$53.97
Lead Hand Mechanic	6	\$52.99	\$32.90	\$36.19	\$39.81	\$43.79	\$48.17	\$52.99
Lead Hand Metering	6	\$53.97	\$33.51	\$36.86	\$40.55	\$44.60	\$49.06	\$53.97
Lead Hand Power Cable Technician	6	\$53.97	\$33.51	\$36.86	\$40.55	\$44.60	\$49.06	\$53.97
Lead Hand Serviceman	6	\$48.22	\$29.95	\$32.94	\$36.23	\$39.85	\$43.84	\$48.22
Lead Hand Stores	2	\$42.88	\$38.98	\$42.88				
Lead Hand Street Light Maintainer	3	\$38.77	\$32.05	\$35.25	\$38.77			
Lead Hand Substations	6	\$57.43	\$35.66	\$39.23	\$43.15	\$47.46	\$52.21	\$57.43
Mapping Technician	6	\$51.37	\$31.89	\$35.08	\$38.59	\$42.45	\$46.70	\$51.37
Mapping Technologist	6	\$53.52	\$33.23	\$36.55	\$40.21	\$44.23	\$48.65	\$53.52
Mechanic	6	\$49.29	\$30.61	\$33.67	\$37.04	\$40.74	\$44.81	\$49.29
Meter Reader	2	\$38.55	\$35.05	\$38.55				
Meter Records Clerk	5	\$41.63	\$28.44	\$31.28	\$34.41	\$37.85	\$41.63	
Meter Technician	6	\$50.19	\$31.16	\$34.28	\$37.71	\$41.48	\$45.63	\$50.19
Metering Technologist	6	\$54.40	\$33.77	\$37.15	\$40.86	\$44.95	\$49.45	\$54.40
MV-90 Operator	5	\$50.18	\$34.27	\$37.70	\$41.47	\$45.62	\$50.18	

Job Title	Progression Steps	2022 Wage Scale	2022 Start	2022 Balance 1st year	2022 2nd year	2022 3rd year	2022 4th year	2022 5th year
Network Operations Clerk	5	\$41.63	\$28.44	\$31.28	\$34.41	\$37.85	\$41.63	
Network Services Clerk	4	\$39.89	\$29.96	\$32.96	\$36.26	\$39.89		
New Connections Clerk	5	\$43.75	\$29.87	\$32.86	\$36.15	\$39.77	\$43.75	
Power Cable Technician	6	\$50.19	\$31.16	\$34.28	\$37.71	\$41.48	\$45.63	\$50.19
Power Services Co-ordinator	4	\$41.63	\$31.28	\$34.41	\$37.85	\$41.63		
Powerline Technician	6	\$50.19	\$31.16	\$34.28	\$37.71	\$41.48	\$45.63	\$50.19
Procurement Data Support	4	\$39.89	\$29.96	\$32.96	\$36.26	\$39.89		
Protection & Control Technologist	6	\$54.40	\$33.77	\$37.15	\$40.86	\$44.95	\$49.45	\$54.40
Quality Inspector Meter Services	6	\$50.19	\$31.16	\$34.28	\$37.71	\$41.48	\$45.63	\$50.19
Records Document Co-ordinator	5	\$45.95	\$31.38	\$34.52	\$37.97	\$41.77	\$45.95	
Senior Billing Clerk	5	\$46.03	\$31.45	\$34.59	\$38.05	\$41.85	\$46.03	
Senior Collections Clerk	5	\$47.65	\$32.55	\$35.80	\$39.38	\$43.32	\$47.65	
Senior CSR	5	\$47.65	\$32.55	\$35.80	\$39.38	\$43.32	\$47.65	
Senior Design Technologist	6	\$55.11	\$34.23	\$37.65	\$41.41	\$45.55	\$50.10	\$55.11
Senior Inspector	6	\$50.19	\$31.16	\$34.28	\$37.71	\$41.48	\$45.63	\$50.19
Senior Metering Clerk	5	\$47.33	\$32.33	\$35.56	\$39.12	\$43.03	\$47.33	
Senior New Connections Clerk	5	\$47.32	\$32.32	\$35.55	\$39.11	\$43.02	\$47.32	
Senior Payroll Clerk	5	\$47.33	\$32.33	\$35.56	\$39.12	\$43.03	\$47.33	
Senior Protection & Control Technologist	1	\$58.48	\$58.48					
Senior Survey Technician	6	\$47.65	\$29.59	\$32.55	\$35.80	\$39.38	\$43.32	\$47.65
Senior System Controller	1	\$56.36	\$56.36					
Serviceman	6	\$44.85	\$27.85	\$30.63	\$33.69	\$37.06	\$40.77	\$44.85
Standards Technologist	6	\$54.82	\$34.05	\$37.45	\$41.19	\$45.31	\$49.84	\$54.82
Station Design Technologist	6	\$54.82	\$34.05	\$37.45	\$41.19	\$45.31	\$49.84	\$54.82
Station Maintenance Technician	6	\$53.43	\$33.17	\$36.49	\$40.14	\$44.15	\$48.57	\$53.43
Storeperson	3	\$39.89	\$32.96	\$36.26	\$39.89			
Street Light Maintainer	3	\$36.08	\$29.82	\$32.80	\$36.08			
Streetlight Co-ordinator	4	\$34.76	\$26.12	\$28.73	\$31.60	\$34.76		
Supply Chain Clerk	5	\$41.63	\$28.44	\$31.28	\$34.41	\$37.85	\$41.63	
System Control Planner	1	\$56.36	\$56.36					
System Controller	6	\$52.44	\$32.56	\$35.82	\$39.40	\$43.34	\$47.67	\$52.44
Troubleperson	6	\$52.56	\$32.64	\$35.90	\$39.49	\$43.44	\$47.78	\$52.56
Vehicle Maintenance Person	3	\$34.76	\$28.73	\$31.60	\$34.76			
Working Foreperson Stores	6	\$47.25	\$29.34	\$32.27	\$35.50	\$39.05	\$42.95	\$47.25

## 2023 ALECTRA WAGE SCHEDULE

Job Title	Progression Steps	2023 Wage Scale	2023 Start	2023 Balance 1st year	2023 2nd year	2023 3rd year	2023 4th year	2023 5th year
Accounting Analyst	5	\$51.69	\$35.31	\$38.84	\$42.72	\$46.99	\$51.69	
Accounts Payable Associate	5	\$45.13	\$30.83	\$33.91	\$37.30	\$41.03	\$45.13	
Agreement Law Clerk	5	\$46.64	\$31.86	\$35.05	\$38.55	\$42.40	\$46.64	
AMI Operator	5	\$45.72	\$31.23	\$34.35	\$37.78	\$41.56	\$45.72	
Application Support Analyst	5	\$51.69	\$35.31	\$38.84	\$42.72	\$46.99	\$51.69	
Billing Clerk	5	\$41.92	\$28.64	\$31.50	\$34.65	\$38.11	\$41.92	
Buyer	5	\$49.08	\$33.52	\$36.87	\$40.56	\$44.62	\$49.08	
Capital Asset Analyst	6	\$57.02	\$35.41	\$38.95	\$42.85	\$47.13	\$51.84	\$57.02
Capital Reporting Clerk	5	\$45.13	\$30.83	\$33.91	\$37.30	\$41.03	\$45.13	
Cashier/Receptionist	4	\$38.82	\$29.16	\$32.08	\$35.29	\$38.82		
CDM Marketing Coordinator	5	\$51.69	\$35.31	\$38.84	\$42.72	\$46.99	\$51.69	
Collections Clerk	5	\$42.88	\$29.29	\$32.22	\$35.44	\$38.98	\$42.88	
Collections Field Representative	5	\$45.77	\$31.26	\$34.39	\$37.83	\$41.61	\$45.77	
Computer System Operator	5	\$40.31	\$27.54	\$30.29	\$33.32	\$36.65	\$40.31	
Construction Technician	5	\$51.34	\$35.06	\$38.57	\$42.43	\$46.67	\$51.34	
Cost Accountant	6	\$57.02	\$35.41	\$38.95	\$42.85	\$47.13	\$51.84	\$57.02
Customer Care Representative	6	\$57.02	\$35.41	\$38.95	\$42.85	\$47.13	\$51.84	\$57.02
Customer Service Rep	5	\$43.60	\$29.78	\$32.76	\$36.04	\$39.64	\$43.60	
Design Technologist	6	\$56.46	\$35.05	\$38.56	\$42.42	\$46.66	\$51.33	\$56.46
Engineering Clerk	5	\$42.88	\$29.29	\$32.22	\$35.44	\$38.98	\$42.88	
Engineering Draftsperson	5	\$47.33	\$32.33	\$35.56	\$39.12	\$43.03	\$47.33	
Equipment Operator	2	\$42.88	\$38.98	\$42.88				
Equipment Tool Maintainer	6	\$50.60	\$31.42	\$34.56	\$38.02	\$41.82	\$46.00	\$50.60
Facilities Maintainer	3	\$44.53	\$36.80	\$40.48	\$44.53			
GIS System Specialist	6	\$58.98	\$36.63	\$40.29	\$44.32	\$48.75	\$53.62	\$58.98
Inspections Clerk	5	\$42.88	\$29.29	\$32.22	\$35.44	\$38.98	\$42.88	
Inspector	6	\$49.85	\$30.95	\$34.05	\$37.45	\$41.20	\$45.32	\$49.85
Inventory Planner	5	\$49.08	\$33.52	\$36.87	\$40.56	\$44.62	\$49.08	
Key Account Rep	5	\$49.62	\$33.89	\$37.28	\$41.01	\$45.11	\$49.62	
Labourer	2	\$36.36	\$33.05	\$36.36				
Lead Hand Facilities Maintainer	6	\$47.86	\$29.71	\$32.68	\$35.95	\$39.55	\$43.51	\$47.86
Lead Hand Inspector	6	\$55.59	\$34.52	\$37.97	\$41.77	\$45.95	\$50.54	\$55.59
Lead Hand Lines	6	\$55.59	\$34.52	\$37.97	\$41.77	\$45.95	\$50.54	\$55.59
Lead Hand Mechanic	6	\$54.58	\$33.89	\$37.28	\$41.01	\$45.11	\$49.62	\$54.58
Lead Hand Metering	6	\$55.59	\$34.52	\$37.97	\$41.77	\$45.95	\$50.54	\$55.59
Lead Hand Power Cable Technician	6	\$55.59	\$34.52	\$37.97	\$41.77	\$45.95	\$50.54	\$55.59
Lead Hand Serviceman	6	\$49.67	\$30.85	\$33.93	\$37.32	\$41.05	\$45.15	\$49.67
Lead Hand Stores	2	\$44.17	\$40.15	\$44.17				
Lead Hand Street Light Maintainer	3	\$39.93	\$33.00	\$36.30	\$39.93			
Lead Hand Substations	6	\$59.15	\$36.73	\$40.40	\$44.44	\$48.88	\$53.77	\$59.15
Mapping Technician	6	\$52.91	\$32.85	\$36.14	\$39.75	\$43.73	\$48.10	\$52.91
Mapping Technologist	6	\$55.13	\$34.23	\$37.65	\$41.42	\$45.56	\$50.12	\$55.13
Mechanic	6	\$50.77	\$31.52	\$34.67	\$38.14	\$41.95	\$46.15	\$50.77
Meter Reader	2	\$39.71	\$36.10	\$39.71				
Meter Records Clerk	5	\$42.88	\$29.29	\$32.22	\$35.44	\$38.98	\$42.88	
Meter Technician	6	\$51.70	\$32.11	\$35.32	\$38.85	\$42.73	\$47.00	\$51.70
Metering Technologist	6	\$56.03	\$34.79	\$38.27	\$42.10	\$46.31	\$50.94	\$56.03
MV-90 Operator	5	\$51.69	\$35.31	\$38.84	\$42.72	\$46.99	\$51.69	

Job Title	Progression Steps	2023 Wage Scale	2023 Start	2023 Balance 1st year	2023 2nd year	2023 3rd year	2023 4th year	2023 5th year
Network Operations Clerk	5	\$42.88	\$29.29	\$32.22	\$35.44	\$38.98	\$42.88	
Network Services Clerk	4	\$41.09	\$30.86	\$33.95	\$37.35	\$41.09		
New Connections Clerk	5	\$45.06	\$30.77	\$33.85	\$37.24	\$40.96	\$45.06	
Power Cable Technician	6	\$51.70	\$32.11	\$35.32	\$38.85	\$42.73	\$47.00	\$51.70
Power Services Co-ordinator	4	\$42.88	\$32.22	\$35.44	\$38.98	\$42.88		
Powerline Technician	6	\$51.70	\$32.11	\$35.32	\$38.85	\$42.73	\$47.00	\$51.70
Procurement Data Support	4	\$41.09	\$30.86	\$33.95	\$37.35	\$41.09		
Protection & Control Technologist	6	\$56.03	\$34.79	\$38.27	\$42.10	\$46.31	\$50.94	\$56.03
Quality Inspector Meter Services	6	\$51.70	\$32.11	\$35.32	\$38.85	\$42.73	\$47.00	\$51.70
Records Document Co-ordinator	5	\$47.33	\$32.33	\$35.56	\$39.12	\$43.03	\$47.33	
Senior Billing Clerk	5	\$47.41	\$32.38	\$35.62	\$39.18	\$43.10	\$47.41	
Senior Collections Clerk	5	\$49.08	\$33.52	\$36.87	\$40.56	\$44.62	\$49.08	
Senior CSR	5	\$49.08	\$33.52	\$36.87	\$40.56	\$44.62	\$49.08	
Senior Design Technologist	6	\$56.76	\$35.25	\$38.77	\$42.65	\$46.91	\$51.60	\$56.76
Senior Inspector	6	\$51.70	\$32.11	\$35.32	\$38.85	\$42.73	\$47.00	\$51.70
Senior Metering Clerk	5	\$48.75	\$33.30	\$36.63	\$40.29	\$44.32	\$48.75	
Senior New Connections Clerk	5	\$48.74	\$33.29	\$36.62	\$40.28	\$44.31	\$48.74	
Senior Payroll Clerk	5	\$48.75	\$33.30	\$36.63	\$40.29	\$44.32	\$48.75	
Senior Protection & Control Technologist	1	\$60.23	\$60.23					
Senior Survey Technician	6	\$49.08	\$30.47	\$33.52	\$36.87	\$40.56	\$44.62	\$49.08
Senior System Controller	1	\$58.05	\$58.05					
Serviceman	6	\$46.20	\$28.68	\$31.55	\$34.71	\$38.18	\$42.00	\$46.20
Standards Technologist	6	\$56.46	\$35.05	\$38.56	\$42.42	\$46.66	\$51.33	\$56.46
Station Design Technologist	6	\$56.46	\$35.05	\$38.56	\$42.42	\$46.66	\$51.33	\$56.46
Station Maintenance Technician	6	\$55.03	\$34.17	\$37.59	\$41.35	\$45.48	\$50.03	\$55.03
Storeperson	3	\$41.09	\$33.95	\$37.35	\$41.09			
Street Light Maintainer	3	\$37.16	\$30.71	\$33.78	\$37.16			
Streetlight Co-ordinator	4	\$35.80	\$26.90	\$29.59	\$32.55	\$35.80		
Supply Chain Clerk	5	\$42.88	\$29.29	\$32.22	\$35.44	\$38.98	\$42.88	
System Control Planner	1	\$58.05	\$58.05					
System Controller	6	\$54.01	\$33.54	\$36.89	\$40.58	\$44.64	\$49.10	\$54.01
Troubleperson	6	\$54.14	\$33.62	\$36.98	\$40.68	\$44.75	\$49.22	\$54.14
Vehicle Maintenance Person	3	\$35.80	\$29.59	\$32.55	\$35.80			
Working Foreperson Stores	6	\$48.67	\$30.23	\$33.25	\$36.57	\$40.23	\$44.25	\$48.67

## 2024 ALECTRA WAGE SCHEDULE

Job Title	Progression Steps	2024 Wage Scale	2024 Start	2024 Balance 1st year	2024 2nd year	2024 3rd year	2024 4th year	2024 5th year
Accounting Analyst	5	\$53.24	\$36.36	\$40.00	\$44.00	\$48.40	\$53.24	
Accounts Payable Associate	5	\$46.48	\$31.75	\$34.92	\$38.41	\$42.25	\$46.48	
Agreement Law Clerk	5	\$48.04	\$32.81	\$36.09	\$39.70	\$43.67	\$48.04	
AMI Operator	5	\$47.09	\$32.16	\$35.38	\$38.92	\$42.81	\$47.09	
Application Support Analyst	5	\$53.24	\$36.36	\$40.00	\$44.00	\$48.40	\$53.24	
Billing Clerk	5	\$43.18	\$29.49	\$32.44	\$35.68	\$39.25	\$43.18	
Buyer	5	\$50.55	\$34.52	\$37.97	\$41.77	\$45.95	\$50.55	
Capital Asset Analyst	6	\$58.73	\$36.47	\$40.12	\$44.13	\$48.54	\$53.39	\$58.73
Capital Reporting Clerk	5	\$46.48	\$31.75	\$34.92	\$38.41	\$42.25	\$46.48	
Cashier/Receptionist	4	\$39.98	\$30.05	\$33.05	\$36.35	\$39.98		
CDM Marketing Coordinator	5	\$53.24	\$36.36	\$40.00	\$44.00	\$48.40	\$53.24	
Collections Clerk	5	\$44.17	\$30.16	\$33.18	\$36.50	\$40.15	\$44.17	
Collections Field Representative	5	\$47.14	\$32.19	\$35.41	\$38.95	\$42.85	\$47.14	
Computer System Operator	5	\$41.52	\$28.36	\$31.20	\$34.32	\$37.75	\$41.52	
Construction Technician	5	\$52.88	\$36.12	\$39.73	\$43.70	\$48.07	\$52.88	
Cost Accountant	6	\$58.73	\$36.47	\$40.12	\$44.13	\$48.54	\$53.39	\$58.73
Customer Care Representative	6	\$58.73	\$36.47	\$40.12	\$44.13	\$48.54	\$53.39	\$58.73
Customer Service Rep	5	\$44.91	\$30.68	\$33.75	\$37.12	\$40.83	\$44.91	
Design Technologist	6	\$58.15	\$36.10	\$39.71	\$43.68	\$48.05	\$52.86	\$58.15
Engineering Clerk	5	\$44.17	\$30.16	\$33.18	\$36.50	\$40.15	\$44.17	
Engineering Draftsperson	5	\$48.75	\$33.30	\$36.63	\$40.29	\$44.32	\$48.75	
Equipment Operator	2	\$44.17	\$40.15	\$44.17				
Equipment Tool Maintainer	6	\$52.12	\$32.35	\$35.59	\$39.15	\$43.07	\$47.38	\$52.12
Facilities Maintainer	3	\$45.87	\$37.91	\$41.70	\$45.87			
GIS System Specialist	6	\$60.75	\$37.73	\$41.50	\$45.65	\$50.21	\$55.23	\$60.75
Inspections Clerk	5	\$44.17	\$30.16	\$33.18	\$36.50	\$40.15	\$44.17	
Inspector	6	\$51.35	\$31.88	\$35.07	\$38.58	\$42.44	\$46.68	\$51.35
Inventory Planner	5	\$50.55	\$34.52	\$37.97	\$41.77	\$45.95	\$50.55	
Key Account Rep	5	\$51.11	\$34.91	\$38.40	\$42.24	\$46.46	\$51.11	
Labourer	2	\$37.45	\$34.05	\$37.45				
Lead Hand Facilities Maintainer	6	\$49.30	\$30.62	\$33.68	\$37.05	\$40.75	\$44.82	\$49.30
Lead Hand Inspector	6	\$57.26	\$35.55	\$39.11	\$43.02	\$47.32	\$52.05	\$57.26
Lead Hand Lines	6	\$57.26	\$35.55	\$39.11	\$43.02	\$47.32	\$52.05	\$57.26
Lead Hand Mechanic	6	\$56.22	\$34.91	\$38.40	\$42.24	\$46.46	\$51.11	\$56.22
Lead Hand Metering	6	\$57.26	\$35.55	\$39.11	\$43.02	\$47.32	\$52.05	\$57.26
Lead Hand Power Cable Technician	6	\$57.26	\$35.55	\$39.11	\$43.02	\$47.32	\$52.05	\$57.26
Lead Hand Serviceman	6	\$51.16	\$31.77	\$34.95	\$38.44	\$42.28	\$46.51	\$51.16
Lead Hand Stores	2	\$45.50	\$41.36	\$45.50				
Lead Hand Street Light Maintainer	3	\$41.13	\$33.99	\$37.39	\$41.13			
Lead Hand Substations	6	\$60.92	\$37.83	\$41.61	\$45.77	\$50.35	\$55.38	\$60.92
Mapping Technician	6	\$54.50	\$33.85	\$37.23	\$40.95	\$45.05	\$49.55	\$54.50
Mapping Technologist	6	\$56.78	\$35.25	\$38.78	\$42.66	\$46.93	\$51.62	\$56.78
Mechanic	6	\$52.29	\$32.47	\$35.72	\$39.29	\$43.22	\$47.54	\$52.29
Meter Reader	2	\$40.90	\$37.18	\$40.90				
Meter Records Clerk	5	\$44.17	\$30.16	\$33.18	\$36.50	\$40.15	\$44.17	
Meter Technician	6	\$53.25	\$33.06	\$36.37	\$40.01	\$44.01	\$48.41	\$53.25
Metering Technologist	6	\$57.71	\$35.83	\$39.41	\$43.35	\$47.69	\$52.46	\$57.71
MV-90 Operator	5	\$53.24	\$36.36	\$40.00	\$44.00	\$48.40	\$53.24	

Job Title	Progression Steps	2024 Wage Scale	2024 Start	2024 Balance 1st year	2024 2nd year	2024 3rd year	2024 4th year	2024 5th year
Network Operations Clerk	5	\$44.17	\$30.16	\$33.18	\$36.50	\$40.15	\$44.17	
Network Services Clerk	4	\$42.32	\$31.79	\$34.97	\$38.47	\$42.32		
New Connections Clerk	5	\$46.41	\$31.69	\$34.86	\$38.35	\$42.19	\$46.41	
Power Cable Technician	6	\$53.25	\$33.06	\$36.37	\$40.01	\$44.01	\$48.41	\$53.25
Power Services Co-ordinator	4	\$44.17	\$33.18	\$36.50	\$40.15	\$44.17		
Powerline Technician	6	\$53.25	\$33.06	\$36.37	\$40.01	\$44.01	\$48.41	\$53.25
Procurement Data Support	4	\$42.32	\$31.79	\$34.97	\$38.47	\$42.32		
Protection & Control Technologist	6	\$57.71	\$35.83	\$39.41	\$43.35	\$47.69	\$52.46	\$57.71
Quality Inspector Meter Services	6	\$53.25	\$33.06	\$36.37	\$40.01	\$44.01	\$48.41	\$53.25
Records Document Co-ordinator	5	\$48.75	\$33.30	\$36.63	\$40.29	\$44.32	\$48.75	
Senior Billing Clerk	5	\$48.83	\$33.35	\$36.68	\$40.35	\$44.39	\$48.83	
Senior Collections Clerk	5	\$50.55	\$34.52	\$37.97	\$41.77	\$45.95	\$50.55	
Senior CSR	5	\$50.55	\$34.52	\$37.97	\$41.77	\$45.95	\$50.55	
Senior Design Technologist	6	\$58.46	\$36.31	\$39.94	\$43.93	\$48.32	\$53.15	\$58.46
Senior Inspector	6	\$53.25	\$33.06	\$36.37	\$40.01	\$44.01	\$48.41	\$53.25
Senior Metering Clerk	5	\$50.21	\$34.30	\$37.73	\$41.50	\$45.65	\$50.21	
Senior New Connections Clerk	5	\$50.20	\$34.29	\$37.72	\$41.49	\$45.64	\$50.20	
Senior Payroll Clerk	5	\$50.21	\$34.30	\$37.73	\$41.50	\$45.65	\$50.21	
Senior Protection & Control Technologist	1	\$62.04	\$62.04					
Senior Survey Technician	6	\$50.55	\$31.38	\$34.52	\$37.97	\$41.77	\$45.95	\$50.55
Senior System Controller	1	\$59.79	\$59.79					
Serviceman	6	\$47.59	\$29.55	\$32.50	\$35.75	\$39.33	\$43.26	\$47.59
Standards Technologist	6	\$58.15	\$36.10	\$39.71	\$43.68	\$48.05	\$52.86	\$58.15
Station Design Technologist	6	\$58.15	\$36.10	\$39.71	\$43.68	\$48.05	\$52.86	\$58.15
Station Maintenance Technician	6	\$56.68	\$35.20	\$38.72	\$42.59	\$46.85	\$51.53	\$56.68
Storeperson	3	\$42.32	\$34.97	\$38.47	\$42.32			
Street Light Maintainer	3	\$38.27	\$31.63	\$34.79	\$38.27			
Streetlight Co-ordinator	4	\$36.87	\$27.70	\$30.47	\$33.52	\$36.87		
Supply Chain Clerk	5	\$44.17	\$30.16	\$33.18	\$36.50	\$40.15	\$44.17	
System Control Planner	1	\$59.79	\$59.79					
System Controller	6	\$55.63	\$34.54	\$37.99	\$41.79	\$45.97	\$50.57	\$55.63
Troubleperson	6	\$55.76	\$34.62	\$38.08	\$41.89	\$46.08	\$50.69	\$55.76
Vehicle Maintenance Person	3	\$36.87	\$30.47	\$33.52	\$36.87			
Working Foreperson Stores	6	\$50.13	\$31.13	\$34.24	\$37.66	\$41.43	\$45.57	\$50.13

**LETTER OF UNDERSTANDING #1**

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION  
(the "Union")

-and-

ALECTRA UTILITIES  
("Alectra")

**Title: Experience Credit**

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

Existing employees who are qualified (Journeyman or equivalent) Linespersons, Substation Maintenance Technicians/Electricians, System Controllers, P&C Technologists, Meter Technicians, Meter Technologists or Cable Splicers who are selected to any job in this group of classifications will start at a minimum 3<sup>rd</sup> year rate and continue to progress with the annual rate that coincides with the wage schedules.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For Alectra

July 24, 2023  
\_\_\_\_\_  
DATE

July 25, 2023  
\_\_\_\_\_  
DATE

**LETTER OF UNDERSTANDING #2**

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION  
(the "Union")

-and-

ALECTRA UTILITIES  
("Alectra")

**Title: Facility Closures**

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

In the event that the Employer intends to close or cease operations in any of its locations, the Employer shall give the Union and its employees one hundred and eighty (180) days notice of any pending changes. The parties agree to meet to discuss the changes and the related issues involved with the closure of a work location.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For Alectra

July 24, 2023  
\_\_\_\_\_  
DATE

July 25, 2023  
\_\_\_\_\_  
DATE

**LETTER OF UNDERSTANDING #3**

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION  
(the "Union")

-and-

ALECTRA UTILITIES  
("Alectra")

**Title: Performance Review & Coaching Process**

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

The Employer agrees to meet with the four (4) Chief Stewards and PWU Staff Officer within three (3) months of ratification to discuss the development of a performance review and coaching process for all Alectra PWU represented employees.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For Alectra

July 24, 2023  
\_\_\_\_\_  
DATE

July 25, 2023  
\_\_\_\_\_  
DATE

## **LETTER OF UNDERSTANDING #4**

THIS AGREEMENT IS MADE BETWEEN

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

-and-

**ALECTRA UTILITIES**  
("Alectra")

**Title: CDM Temporary Employees and Alternate Resourcing**

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties. In the interest of mitigating people impacts, and to accommodate resourcing requirements during the Conservation and Demand Management (CDM) closure and transition period, it is agreed that the use of temporary staffing and job flexibility will be required.

As the work and number of staff within CDM is reduced, the Company has the flexibility to reassign duties between job classifications, provided they have the abilities and qualifications to perform the job. The Company, where practical, may train employees, as needed, to perform work assignments outside of their normal job classifications.

No temporary CDM employee will be involuntarily terminated while a non-bargaining unit employee is employed doing similar work.

No regular full-time CDM staff will be involuntarily terminated during the life of the Collective Agreement. The following conditions will apply to regular full-time staff declared surplus due to a reduction in work activity within CDM:

- Where applicable, regular full-time staff will be offered a position within the Department and classification that they previously held at Alectra immediately prior to their employment within CDM. Their CDM wage shall be maintained for the term of the Collective Agreement.
- Those employees that were employed in CDM for more than 5 years upon expiry of the Collective Agreement, will have their wage rate frozen, until the wage rate of their new classification, as defined in the Collective Agreement schedule, has caught up to their frozen CDM wage rate.
- If an employee was not previously employed in a job outside of CDM at Alectra, those employees will receive priority consideration, for active posted permanent positions in accordance with the job posting language in the Collective Agreement.

Effective immediately, the Company may retain any temporary employees supporting CDM, up to July 30, 2021. When Temporary employees' contracts are terminated due to a reduction in work activity within a specific job classification, they will be released in reverse order of seniority provided the senior employee has the abilities and qualifications to perform the job in a manner which would not adversely affect the efficiency of the CDM Department they are currently employed in. All temporary employees terminated will be notified of new postings and will retain the status of "internal applicant" for consideration of those postings for a period of six months from their termination date.

Temporary CDM employees that have been employed for more than one (1) year will not be automatically considered permanent. Alectra will provide a listing of all temporary CDM employees, their dates of hire, and their rates of pay to the Chief Steward on a quarterly basis.

It is fully understood by the parties that this agreement and the "transitional" arrangements it contains will automatically cease to operate at the expiration of the Collective Agreement.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For Alectra

July 24, 2023  
\_\_\_\_\_  
DATE

July 25, 2023  
\_\_\_\_\_  
DATE

## **LETTER OF UNDERSTANDING #5**

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION  
(the "Union")

-and-

ALECTRA UTILITIES  
("Alectra")

### **Title: Post Retirement Benefits Package for Retirees Ages 65 and Over**

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

1. Employees who retired on or after April 1, 2010 are eligible to enroll in this plan. Retirees who are already covered at age 65 under a benefits plan may also enroll in this plan.

Participation is voluntary, and no retiree will be denied coverage.

2. Retirees will have 31 days following their 65<sup>th</sup> birthday to register for coverage. Alectra will provide details of the benefits plan in writing to all eligible retirees. Notwithstanding the above, retirees will be given a minimum of 31 days from receipt of this written notification by Alectra to register.

One hundred percent (100%) of the premium costs will be paid by the retirees.

3. All health and dental benefits shall be the same as the retirees age 55 to 65 (including out of country coverage). The following are the only exceptions that pertain to retirees age 65 and over:
  - Paramedical practitioners' visits (e.g. Acupuncture, Chiropractor, Registered Massage Therapist, Physiotherapist/Athletic Therapist, Podiatrist/Chiropodist) will have a \$35 cap per visit to a maximum of \$250.00 per calendar year maximum (calendar year maximum) per practitioner
  - Orthotics is capped at \$300 per calendar year max
  - There is no semi-private hospital coverage
  - There is no coverage for the pharmacist's dispensing fee



7. It is recognized that the premiums may be changed once per year (January 1<sup>st</sup>). Alectra will provide 30 days written notice to all retirees on the plan outlining the change to the premiums and options. Alectra shall provide the Union with a copy of the changes.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For Alectra

July 24, 2023  
\_\_\_\_\_  
DATE

July 25, 2023  
\_\_\_\_\_  
DATE

## **LETTER OF UNDERSTANDING #6**

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION  
(the "Union")

-and-

ALECTRA UTILITIES  
("Alectra")

### **Title: Lines, Lead Hand Step up Role**

Step up is intended to compensate Subforepersons/Leadhands when assigned the responsibility of planning and executing long duration, large scope and complex projects, typically involving multiple line crews and third party contractors, as determined by management.

To be considered for this step up in duties, employees must already be in a Subforeperson/Leadhands role for a minimum of one year, and have a minimum of three-years experience within the past 5 years working on large scale projects. Subforepersons/Leadhands are not obligated to volunteer for step-up.

The responsibilities of the Subforeperson/Leadhand Step Up role are essentially those of a regular Subforeperson/Leadhand, but the scope and complexity of the projects are greater. Typical responsibilities of the Subforeperson/Leadhands Step Up Role are listed below:

- Plan, coordinate and direct multiple crews of 6 or more staff (including subforepersons) working on a single project. External contractors/subcontractors may also be involved on the project
- Participate in the preplanning and coordination of the project with Design Department and other stakeholders
- Coordinate contractors and subcontractors working under Alectra authority
- Ensure that each work crew, including contractors and sub-contractors has prepared tailboards and traffic plans specific to tasks and work environment
- Plan and execute varying, complex and precise traffic plans
- Coordinate with Road Authorities and Road Authority consultants, contractors, and agents

- Coordinate with third party utilities and contractors (i.e., Telecom, Gas, etc.)
- Coordinate and oversee all necessary work protection and coordination with System Control

Step Up Rate: 15% above the Lines Journeyman Rate

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For Alectra

July 24, 2023  
\_\_\_\_\_  
DATE

July 25, 2023  
\_\_\_\_\_  
DATE

## **LETTER OF UNDERSTANDING #7**

THIS AGREEMENT IS MADE BETWEEN

**ALECTRA POWER SERVICES INC.**  
(“Alectra Power Services”)

-and-

**POWER WORKERS’ UNION**  
(the “Union”)

### **Title: Alectra Power Services Inc. LDC**

Whereas Alectra Utilities Corporation (“the LDC”) is bound to a Collective Agreement with Power Workers’ Union (“the Union”) dated June 1, 2022 to May 31<sup>st</sup>, 2025 for employees (“the Collective Agreement”).

NOW THEREFORE Alectra Power Services and the Union agree as follows:

1. All the terms and conditions of the Collective Agreement shall apply to bargaining unit employees of the Alectra Power Services (“Alectra Power Services Employees”) except that in cases of conflict with this Agreement, this Agreement supersedes the provisions of the Collective Agreement and with the necessary changes such as references to the Employer shall mean Alectra Power Services.
  - a) Alectra Power Services Employees shall continue to retain and accrue seniority and service in the LDC while working for Alectra Power Services. External hires will commence seniority from the date of hire by Alectra Power Services.
  - b) Alectra Power Services Employees will be permitted to apply for posted vacancies in the LDC.
  - c) Instead of any lay-off of Alectra Power Services, employees, the Employer will transfer the affected Alectra Power Services Employees back to the LDC, where the appropriate seniority and lay-off provisions of the Collective Agreement will apply to the employees so transferred.
  - d) In the event the Alectra Power Services is sold, instead of remaining with the Alectra Power Services, Alectra Power Services Employees will have the option of being transferred to the LDC, where the appropriate seniority and lay-off provisions of the Collective Agreement will apply to the employees so transferred. The option to transfer back to the LDC will be exercised, in writing, by the Alectra Power Services Employees within thirty (30) days of the closing of the sale of the Alectra Power Services. The “Sale” for the purposes of this section means that the Alectra Utilities Corporation no longer holds, either directly or indirectly, a controlling

interest in the Alectra Power Services.

2. This Agreement is effective from the date of signing until May 31<sup>st</sup>, 2025.
3. Standby/on call provisions previously agreed to shall continue to apply to Alectra Power Services Employees as per Enersource LOU 4, 2014.
4. Provisions in the GTAA Maintenance contract previously signed on May 7, 2014 will continue to apply to Alectra Power Services Employees as per Enersource LOU 5.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For Alectra

July 24, 2023  
\_\_\_\_\_  
DATE

July 25, 2023  
\_\_\_\_\_  
DATE

## **LETTER OF UNDERSTANDING #8**

THIS AGREEMENT IS MADE BETWEEN

ALECTRA UTILITIES  
(Alectra)

and

POWER WORKERS' UNION  
(the "Union")

### **Title: Voluntary Separation**

The Employer may, from time to time, offer voluntary separation packages to employees, for example: either through a bargaining unit wide offer by seniority, by seniority within a classification, workgroup, department, and/or work centre or as otherwise agreed between the Employer and the Union. This will be dealt with as follows:

- (i) Voluntary separations may result in an overall reduction of staff but will not be utilized to enable contracting out of bargaining unit work.
- (i) The Employer will consult with the Union no less than 30 days in advance of any plan to offer a voluntary separation package. Management reserves the right to determine the number of voluntary separations offered and accepted.
- (ii) Employees will not be required to make a final commitment to accept any offer of voluntary separation until ten (10) days after a firm offer is made to the employee by the Employer. All final commitments are irrevocable.

### **A) Voluntary Separation Pay**

Employees who qualify and accept a voluntary separation offer will be entitled to the following:

- (i) An employee receiving voluntary separation pay waives any other rights under Article 9 (Redeployment and Separation) or any other separation program associated with the Collective Agreement or any entitlement they may have under the Employment Standards Act.
- (ii) An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the Employer with the TD2 Form directing the payment into his/her RRSP.
- (iii) An employee may choose to utilize part of or all of their separation entitlement to create a non-working bridge with pay to a retirement milestone

or, an employee entitled to separation pay may elect to take a lump sum separation payment, or separation may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year, subject to statutory deductions, of:

- ii) Three (3) weeks' base pay per year of Employer Service Credit up to a maximum of sixty- eight (68) weeks' base pay (payments for incomplete years of service will be pro-rated).

**B) Benefit Continuance**

An employee who takes voluntary separation pay and terminates his/her employment:

- (i) Is entitled to benefit continuance limited to the Employer's Health and Dental Plan for a period of six (6) months from the date of termination of employment or until the commencement of alternate employment, whichever occurs first.
- (ii) An employee who opts for a non-working bridge with pay to a retirement milestone will be entitled to this benefit continuance for the duration of the non-working bridge.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For Alectra

July 24, 2023  
\_\_\_\_\_  
DATE

July 25, 2023  
\_\_\_\_\_  
DATE

**LETTER OF UNDERSTANDING #9**

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION  
(the "Union")

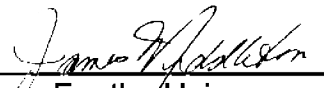
-and-

ALECTRA UTILITIES  
("Alectra")

**Title: Wage and Progression Harmonization**

As a result of the wage harmonization process, wage schedule exceptions exist for employees hired prior to June 1, 2019. For those employees whose existing wage rate exceeds the top step of the wage rate of their job classification will have their current wage rate maintained, including economic increases.

All employees that are currently in a Legacy wage progression will be transferred to the applicable Alectra progression step based on their time in the role. If the Legacy wage rate exceeds the Alectra wage rate their wage rate will be maintained including economic increases until the Alectra Progression schedule of their job classification catches up.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Employer

July 24, 2023  
\_\_\_\_\_  
Date

## LETTER OF UNDERSTANDING #10

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION  
(the "Union")

-and-

ALECTRA UTILITIES  
("Alectra")

### **Title: Employee Work Centre Protection**

The parties agree that all regular employees will have Work Centre Protection for the term of the Collective Agreement with the exceptions noted below. This only applies to Alectra Work Centres at the time of ratification.

#### 1. Customer Service

- a) End State Customer Service Function by Work Centre will continue to be as follows:
  - Cityview – Call Centre & Billing
  - Derry Road – Call Centre, Collections and Payments (post closure of Sandalwood)
  - Vansickle – Call Centre
  - John St. – Billing/Collections/Payments
  - Sandalwood – Clerical (temporary, pending closing of facility)
- b) Employees who are performing the work within their current Alectra Job Description in their Legacy Work Centre will continue to do so until they elect to vacate their position. While performing work in their current role employees are expected to learn the full scope of their job description.
- c) Clerical employees located at the Sandalwood work centre can choose an end state work centre based on work function upon the closure of the Sandalwood work centre in 2023 and continue to perform duties within their current work group (Call Centre, Collections and Payments).
- d) New and vacant positions will continue to be filled at the end state Work Centre locations to be determined at Management's discretion using regular hiring processes. The location on the job posting will be considered the successful applicants permanent work location.
- e) If an employee has already transferred locations due to the original LOU, they are to remain in their current job at their current location.

2. Brampton/Mavis Relocation

It is agreed that employees of the Mavis Rd and Sandalwood facilities will be relocated to the new facility located at 200 Kennedy Rd South, with the exception of employees in Customer Service. Employees at Mavis Rd and Sandalwood may voluntarily move work locations with mutual agreement between the Company and the Union.

3. Metering Lab Relocation from John St. to Kennedy Road

The MSP/Wholesale metering work currently performed at John St. will be moving to the new facility located at Kennedy Rd. It is agreed that the three (3) impacted employees will be subject to Letter of Intent #1 which would supersede this LOU.

4. If the employer closes a work centre employees will redeploy in accordance with Article 9.1, Work Centre Redeployment.

This agreement is effective from the date of signing until May 31<sup>st</sup>, 2025.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For Alectra

July 24, 2023  
\_\_\_\_\_  
DATE

July 25, 2023  
\_\_\_\_\_  
DATE

**LETTER OF UNDERSTANDING #11**

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION  
(the "Union")

And

ALECTRA  
(the "Company")

**Title: Call-Out**

WHEREAS, both the Company and the Union understand that there are circumstances where the Company has exhausted all on-call resources within a Work centre, and additional resources are required with Alectra's Service Territory.

AND WHEREAS, both the Union and the Company recognize the requirement for ensuring the employees are selected and compensated in a consistent manner.

NOW THEREFORE the parties agree to the following:

1. On-call teams will be utilized prior to calling additional resources. Refer to section of the Collective Agreement Part B- Trades Item 2.02 (b).
2. Employees will provide one (1) phone number to their Supervisor. Multiple phone numbers are not permitted.
3. Employees are responsible for informing their Supervisor of a change in number.
4. The Company is responsible for updating the phone numbers in the call-out system.
5. The Supervisor is responsible for instructing the Control Room to commence the call-out process via the call-out system.
6. The Supervisor is responsible for determining the call-out complement. This includes which classifications are required, and the number of workers in each classification.
7. Call-outs will begin with employees from the Work Centre in which the help is required.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For Alectra

July 24, 2023  
\_\_\_\_\_  
DATE

July 25, 2023  
\_\_\_\_\_  
DATE

## LETTER OF UNDERSTANDING #12

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION  
(the "Union")

And

ALECTRA  
(the "Company")

### **Title: Storm Response Mutual Aid**

WHEREAS, both the Company and the Union understand that the Company may respond to relief efforts outside of Alectra's Service territory from time to time;

AND WHEREAS, both the Union and the Company recognize the requirement for ensuring the employees are selected and compensated in a consistent manner.

NOW THEREFORE the parties agree to the following:

#### **Selection Process:**

1. In order to be considered for selection, employees will complete a form indicating their desire to participate in mutual aid efforts. This form will be completed by November 1st of each calendar year and can be revoked by the employee at any time, for any reason. The form is valid for the following calendar year.
2. Based on the responses, Management will create a "mutual aid" roster using the interim call-out system for each Work Centre that may be required in mutual aid. These rosters will only contain employees who have completed mutual aid forms and are approved by Management using the eligibility requirements below. The Chief Steward will be informed of exclusions.
3. Management will select which Work Centre responds and the required complement from each Work Center in a fair and equitable manner.
4. Once Management has determined the number of crews required, the Call-out system will complete the 'blast' notification. Employees who meet the eligibility requirements below, must call the Control Room within two (2) hours of receiving the notification, if they wish to be considered.
5. Employees who did not go to the previous storm(s) will be given priority consideration.
6. The Company will notify the Chief Stewards of the compliments being sent on Mutual Aid.
7. All overtime hours worked will be added to the overtime list as scheduled overtime.

**Eligibility Requirements:**

1. Regular full-time employee (no temporary employees or students)
2. Valid passport through the calendar year
3. Valid driver's license
4. Available for at least two weeks
5. Not on a return to work plan (modified duties/hours)
6. Qualified to be on-call
7. Not scheduled for overtime or on-call in the next two (2) weeks (able to trade off)
8. Eligible to cross the border for work outside of Canada (i.e. no criminal record)
9. Employment Record\*
10. Eligible to work/drive in terms of RODS

**Compensation:**

1. Meals will be provided by the Employer through the Mutual Aid host. Supervisor approval is required for reimbursement of a meal that was not provided or provided but not suitable.
2. Employees will receive eight (8) consecutive hours of rest in each rolling twenty-four (24) hour period
3. Reasonable Accommodations will be paid for and provided by the Employer.
4. In general, crews will be rotated after two (2) weeks. Extensions available with approval from the Chief Steward and will not be unreasonably denied.
5. After an employee returns from a mutual aid trip that has lasted twelve (12) days or longer they will not be called upon to work until 36 hours, and the remainder of that day have passed. Any normal hours during this period shall be paid at straight rate.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For Alectra

July 24, 2023  
\_\_\_\_\_  
DATE

July 25, 2023  
\_\_\_\_\_  
DATE

## LETTER OF UNDERSTANDING #13

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION  
(the "Union")

and

ALECTRA  
(the "Company")

### **Title: On-Call**

WHEREAS, both the Company and the Union recognize the need for a standard framework for on-call, including crew requirements, eligibility and process.

NOW THEREFORE the parties agree to the following:

1. Each on-call team will consist of a designated Lead Hand and Journeyperson or a 4<sup>th</sup> year apprentice who has completed 6000 hours, 3<sup>rd</sup> Year Mearie School, a minimum of 160 hours on the trouble truck, and deemed competent by Management.
2. The Lead Hand will be indicated on the on-call schedule at time of posting.
3. A corporate owned vehicle will be supplied to employees when "on-call" at the direction of management. An employee may elect to decline the use of such vehicle.
4. The Lead Hand will determine which Employee responds directly to the work site and which Employee will respond to the Work Centre.
5. Management will first attempt to fill scheduled overtime with Employees that are not on-call. If Management is unable to fill the scheduled overtime with Employees from the work centre that are not on-call, on-call crews may be utilized. On-call will be treated as un-scheduled overtime.
6. On-call personnel are permitted to trade/give-away their on-call duties, with other qualified employees. Request to change must be submitted in writing to the on-call Supervisor for approval prior to the scheduled on-call duty and be for whole day periods.
7. There will be a minimum of one Journeyperson per on-call team.

8. If Management would like to add to the on-call compliment in a given week, they are to indicate this on the on-call schedule at the time of posting and assign staff. If there is an additional on-call requirement above and beyond indicated on the original on-call schedule, the additional on-call duties will be filled on a voluntary basis, in order of seniority within the Work Centre. If the originating Work Centre is unable to fill the additional on-call, it will be offered under the same terms to the other Work Centre within the Region. If multiple periods are required to fill, they will be distributed evenly within the work group. If additional requirements cannot be filled within the Region, they may be filled with other entities.
  - a) East Region – Markham & Barrie
  - b) Central Region – Mississauga & Brampton
  - c) West Region - St. Catharines & Hamilton
9. On-Call Complements will be determined by management prior to the deadline to posting the annual schedule in the Collective Agreement.
10. On-Call Rotations (Location with Multiple Teams)
  - a) 4-Team A, B, C, D, C, B, A (Rotating Daily)
  - b) 3-Team A, B, C, A, B, C, A (Rotating Daily)
  - c) 2-Team – A, B, A, B, A, B, A (Rotating Daily)
11. Customer isolations may be done by Trouble Crews if on shift. If isolation/reconnect required outside of Trouble Shift then On-Call team will be called out.

Brampton Opt Out of On-Call List:

1. Daryl Harrison
2. Paul Good
3. Glen Chappel
4. Dave Hodge
5. Peter Klie

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For Alectra

July 24, 2023

\_\_\_\_\_  
DATE

## **LETTER OF UNDERSTANDING #14**

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION  
(the "Union")

and

ALECTRA  
(the "Company")

### **Title: Sick Time Administration**

This letter is jointly agreed to between Alectra Utilities and the Power Workers' Union and confirms the structure of the Short-Term Coverage Plan and the reinstatement period for the Short-Term Coverage Benefits.

1. Alectra Utilities and the Power Workers' Union (PWU) agree that the Company's Sickness and Injury plan ("Plan") is self-insured, self-administered, short term coverage whereby the Employees are entitled to eighty-five (85) consecutive working days, for each occurrence, as outlined in Article Part A 8.03 of the Collective Agreement between Alectra Utilities and the Power Workers' Union.
2. Alectra Utilities and the PWU agree that for each occurrence the employee will be required to apply for Short Term Coverage under the "Plan". In order to be eligible for Short Term Coverage the application must be supported by the applicable waivers (Alectra Utilities Functional Abilities Form) and supporting medical documentation, for review by a licensed medical practitioner. The above documentation is to be provided after five consecutive sick days. The Company may request a doctor note within the first 5 days as per Part A item 8.03 (b).
3. Sickness or injury coverage will continue to accumulate from the first day the employee is off work for the related illness/injury.
4. Each claim will be managed on a case by case basis in accordance with the medical substantiation received.
5. If the Employee has not provided medical substantiation by the 14<sup>th</sup> calendar day from when the sick days commenced, the Employee will no longer receive Short Term Coverage benefits until such time that medical substantiation is provided.
6. If the Employee has not provided medical substantiation by the 14<sup>th</sup> day the employee will be required to reimburse the Company for the paid sick days received. An employee who is not able to provide medical substantiation within the 14 calendar days may request an extension with supporting documentation as to why the extension is required and submitted to the Claims and Disability team in Alectra's Health, Safety and Environment group.

7. The employee must be allowed access to the grievance process and the grievance process must be exhausted before any back pay may be collected.
8. An Employee who has already commenced Short Term Coverage and is not able to provide medical substantiation within the 14 days and wishes to return to work will be required to provide medical evidence to support fitness for duty prior to returning.
9. Once the employee has provided the necessary medical substantiation and the claim has been adjudicated and approved, the employee will be entitled to their maximum short-term coverage of eighty-five (85) workdays per occurrence as per Article Part A 8.03 of the Collective Agreement. If an employee continues to be disabled beyond the eight-five (85) workdays the employee will have satisfied the waiting period for Long-Term Disability (LTD), providing they are under the age of 65.
10. The Long-Term Disability package will be sent to the employee after they have been absent for forty-five (45) days. This will allow them time to complete and submit the paperwork prior to their eligibility date.
11. This agreement represents full and final settlement of ALE-P-10 and therefore the Union agrees to withdraw the grievance as settled.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Employer

July 24, 2023

\_\_\_\_\_  
Date

Tom Chessell,  
Vice President Sector 3,  
244 Eglinton Ave, E.  
Toronto, Ontario  
M4P 1K2

January 29, 2019

RE: Letter of Notice regarding Long Term Disability

Dear Tom,

This letter is intended to clarify Alectra Utilities Corporation ("Alectra") position, in response to the Power Workers Union notice, of current practice regarding long term disability benefits, dated January 29, 2019.

**1. Recurring Disability After Return to Regular Work**

Alectra' practice is aligned with the current industry standards of six (6) months, which is a period of six (6) months to allow for a recurrent disability, to be allowed if it is resulting or related to the same cause as the previous disability.

**2. Individual Returns to Regular Employment from LTD**

- a) **Service Credit:** Continuous service recommences upon return to work and service credit accumulated prior to the date of receipt of LTD benefits will be added to it. In addition, for employees returning to regular employment within the first two years in receipt of LTD benefits, full service credit will be granted for that period as well. It should be noted that seniority for all employees in receipt of LTD benefits continues to accrue during the period they are in receipt of LTD benefits.
- b) **Vacation Credit:** The employee will start earning vacation credit based on total service credit.
- c) **The Company Health and Dental Coverage:** When an employee returns to regular employment, Benefits continue to be maintained by Alectra.
- d) **The Company Pension Plan:** Employee contributions recommence.
- e) **The Company Group Life Insurance Plan:** Employee contributions recommence. Employees are required to apply for Life Waiver of Premium whilst on LTD.
- f) **Union Dues:** Union dues recommence.

Sincerely,



Barb Gray  
Senior Vice President, People & Safety  
Alectra Utilities Corporation

# LETTER OF UNDERSTANDING #15

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION  
(the "Union")  
-and-  
ALECTRA UTILITIES  
("Alectra")

## Title: System Control Room Rest Time

The Company is committed to facilitating and maintaining work/life balance for all staff in the System Control Room. To this end, the Company will be increasing staffing levels. The Company and Union agree that this will be instrumental in lowering absenteeism and related work volume concerns.

The Company and Union agree to introduce a rest time provision while staffing levels are increased through the cross-training of existing staff and new employees are brought up to the appropriate competency levels. The following changes will be implemented 14 days post ratification:

- If an Employee works sixty (60) hours within a seven (7) day period, the Employee will be granted a 36-hour rest period. The 60 hours are inclusive of hours worked while on call.
- If there is work in progress for the Employee beyond 60 hours, the Employee may be permitted to complete the task or shift. The rest period may be natural such as weekends or statutory holidays.
- Mandatory rest periods will only occur during the defined workweek or shift schedules in the absence of a natural rest period. Upon completion of the rest period, a new cycle of 60 hours begins.
- The Union and Company agree that the schedule will be managed in such a manner, to as far as practical utilize natural rest periods, and minimize the need for mandatory rest periods.

This letter will expire on December 31, following the expiration of the current Collective Agreement, unless both parties agree to renew.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Employer

July 24, 2023

\_\_\_\_\_  
Date

# LETTER OF UNDERSTANDING #16

THIS AGREEMENT IS MADE BETWEEN

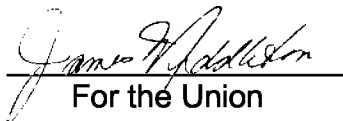
POWER WORKERS' UNION  
(the "Union")

-and-

ALECTRA UTILITIES  
("Alectra")

## **Title: Job Classifications, New Jobs, Changes to Jobs and Pay Equity**

1. Both parties recognize the requirements to ensure that there is a consistent process to address changes to current jobs and new job classifications, therefore the parties agree to a Joint Job Classification Committee (JJCC) for job evaluation purposes. All items within this understanding shall be carried out in good faith and without prejudice or precedent.
2. The JJCC shall establish and set out Terms of Reference for the operation of the committee, which shall include the following:
  - a. Mandate and Scope
  - b. Structure of the JJCC
  - c. Agreed to Instrument (The Alectra Job Evaluation Plan V3)
  - d. Dispute Mechanism
3. The parties agree that the members of the JJCC shall form the Joint Pay Equity Committee (JPEC). The committee shall maintain pay equity in accordance with the Pay Equity Act. The JPEC shall establish and maintain an agreed to Terms of Reference.
4. The Alectra Job Evaluation Plan V3 will be used to review and evaluate all job classifications for Pay Equity purposes. Any changes to this tool including selection of a new tool shall require mutual agreement of the Union and Management.
5. The Company and the Union will meet within 90 days of ratification to discuss any outstanding harmonization issues which may include standalone jobs and wage exceptions.

  
For the Union

  
For the Employer

July 24, 2023

Date

# LETTER OF INTENT #1

THIS AGREEMENT IS MADE BETWEEN  
POWER WORKERS' UNION  
(the "Union")

-and-


ALECTRA UTILITIES  
("Alectra")

## RE: Metering Lab Relocation from John St. to Kennedy Road as per LOU #17

As per Article 9 Section 9.01 the Employer will make every effort to keep employees at their work centre. Where appropriate, training and technology will be utilized to increase skills and to minimize employee movement.

Employees affected by this relocation will receive priority consideration, for active posted permanent positions in accordance with the job posting language in the Collective Agreement until such time that the Lab is relocated to Kennedy Rd.

In the event that employees receive an alternate position in a lower paid job classification they will have their wage rate frozen, until the wage rate of their new classification, as defined in the Collective Agreement schedule, has caught up to their frozen wage rate.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Employer

July 24, 2023

\_\_\_\_\_  
Date