COLLECTIVE AGREEMENT

between

1627596 Ontario Inc.

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL #4705 C.L.C.

FOR THE PERIOD OF

April 1, 2017 to March 31, 2019

THIS AGREEMENT made and entered into this 1st day of April 2017, between:

1627596 ONTARIO INC.
(Hereinafter designated and known as the “Employer”)

OF THE FIRST PART

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #4705 C.L.C.
(Hereinafter known as the “Union”)

OF THE SECOND PART

WITNESSETH THAT the purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees and to provide an amicable method of settling any differences or grievances which might possibly arise.

AND THAT in consideration of the mutual agreement and understanding herein, the parties hereto covenant and agree with each other as follows:

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ARTICLE 1 - RESPONSIBILITY OF EMPLOYER AND EMPLOYEES

Clause 1.01

It is recognized that the Employer is responsible for the safe, efficient, and continuous service to the citizens, and the employees recognize that they must be prepared at all times as may be required to assist in carrying out the services of the Employer.

Clause 1.02

It is the intent and purpose of the parties hereto that any dispute arising over the interpretation, application, or administration of this Agreement will be settled in an orderly manner without interruption of service; therefore both parties agree that if any differences occur during the term of this Agreement, same will be referred to Arbitration as set forth herein. The decision of the Arbitration Board shall be final, binding and enforceable on both parties.

Clause 1.03

Any employee who is responsible for, or participates in a breach of the provisions of this Agreement, shall be subject to disciplinary action of the Union and/or the Employer.

Clause 1.04

There shall be no lockout by the Employer and no interruption, work stoppage, strike, or any other interference with the operation of the Employer's system by any employee or employees during the term of this Agreement.

Clause 1.05

Any strike, letdown, or neglect of any duty by any employee or employees during the term of this Agreement shall constitute a direct violation of the Agreement and any employee who is responsible for or participates in such a breach of contract shall be subject to disciplinary action by the Employer, and the Union undertakes and assumes the responsibility for the enforcement of this procedure by its members.

ARTICLE 2 - RECOGNITION OF UNION

Clause 2.01

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agency for all employees of 1627596 Ontario Incorporated in respect of to hours of work, wages and working conditions save and except non-union supervisors, persons above the rank of non-union supervisor, persons employed as a commission sales person, and staff employed in a confidential capacity in matters relating to Labour Relations.

Clause 2.02

That the Employer agrees to recognize the duly appointed officials of the employees as the Official Committee(s) of the Union pertaining to the question of wages, hours of work and working conditions.

Clause 2.03

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer, or their duly appointed designates.

Clause 2.04

Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit to the extent that this would eliminate positions.

Clause 2.05

There shall be no Union activity of any kind on the Employer's time other than that provided for in this Agreement or that specifically authorized by the Employer.

Clause 2.06

No person shall be required as a condition of employment to become or remain a member of any Union or other organization.

Clause 2.07

The Employer shall, for direct collective bargaining prior to Conciliation, pay the normal wages and benefits for maximum of three (3) employees who are members of the Union Negotiating Committee for a total of one hundred and twenty (120) hours and thereafter pay fifty percent (50%) of normal wages and full benefits.

ARTICLE 3 - UNION SECURITY

Clause 3.01

During the term of this Agreement, the Employer agrees to deduct Union dues in accordance with the Union by-laws and constitutions from the wages of each employee covered by this Agreement whether or not the employee is a member of the bargaining unit.

Clause 3.02

All monies payable to the Union covering Union dues as provided herein shall be deducted from each pay period and remitted not later than the 10th day of the following month, including a statement clearly setting forth the names of employees and regular hours worked for, from whom deductions were made, and also showing any additions or deletions in staff.

The employer agrees to include with the statement the total base payroll-covering members within the scope of this Agreement for that month in which the deductions were made.

Clause 3.03

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

Clause 3.04

The Employer shall include the amount of Union dues deducted from each employee on the T-4 slips.

Clause 3.05

No contract written or oral shall be entered into between an employee and the Employer or any of its duly authorized representatives on matters relative to hours of work, salaries, and working conditions, promotions, demotions or any condition affecting the welfare of the employees in general.

Clause 3.06

(a) It is agreed that for the term of this Agreement there shall be no restrictions on contracting out by the Employer of their work or services of a kind now performed by employees herein represented; provided, however, that no regular employee of the Employer shall, as a result of such contracting out, thereby lose employment, or suffer loss of normal wages and benefits.

(b) Any employee affected by such contracting out shall be entitled to displace employees with less seniority in other positions, including the right to bump upwards, provided they are qualified to do the work. Such employee shall receive the weekly normal wages of their previous job or the weekly normal wages of the job they bump into whichever is higher. This could result in an out of schedule rate to maintain weekly normal wages.

(c) It is agreed that prior to contracting out of either existing services currently performed by staff or new services which could be performed by staff, and upon written request from the Union, Management and the Union will meet to seriously discuss alternatives. The Employer shall provide the Union thirty (30) days notice prior to either tendering or seeking quotes for such services. The notice shall include the scope of work and the amount of monies that are budgeted to be paid for such contracted services.

Clause 3.07

It is agreed between the parties that a representative of the Union shall be entitled to attend all public meetings of either the Board of Directors of Greater Sudbury Utilities and / or its subsidiaries without loss of normal wages and benefits.

Clause 3.08

On the request of either party, the parties shall meet once every four (4) months during the term of the Collective Agreement for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement. The Committee shall consist of up to three representatives of the Union who are employees of The Employer and up to three representatives of the Employer. The Union representatives shall not suffer loss of normal wages and benefits as a result of attending these meetings.

Clause 3.09

A copy of all correspondence between the Parties arising out of this Agreement or incidental thereto shall be forwarded to the Recording Secretary of CUPE and its Local 4705 and the Section Chair of CUPE and its Local 4705 at a mailing address to be designated by the Union.

Clause 3.10

Upon request, an employee shall have access to the Employer's file relating to their employment. This review must be scheduled with Human Resources during unpaid periods in the presence of a HR Representative. No copies or files may be removed from the Department without the written approval of the Human Resources Manager.

ARTICLE 4 - MANAGERIAL RIGHTS OF THE EMPLOYER

Clause 4.01

It is agreed that the Employer has the exclusive right and power to manage the Employer's services, to direct the working forces, and to hire, promote, transfer, demote, to lay off employees and to suspend or discharge employees for just cause, provided however, that the Employer agrees that an exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

ARTICLE 5 - NO DISCRIMINATION

Clause 5.01

There shall be no discrimination, harassment, intimidation or bullying exercised or practised with respect to any employee for any reason including but not limited to membership or activity in a Union, and the provisions of the Ontario Human Rights Code.

Harassment must not be confused with the normal exercise of the employer's management rights, in particular the Employer has the right to assign and direct work and the right to reprimand or impose disciplinary sanctions subject to the terms of this agreement.

ARTICLE 6 - PROCEDURE REGARDING GRIEVANCES/ARBITRATION

Clause 6.01

(a) For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint involving the interpretation, administration, application or alleged violation of the provisions of this Agreement.

Grievances shall be dealt with in the following manner:

Step I — If an employee has a grievance the employee must within five (5) working days after the discovery of the alleged grievance, submit such in writing to the immediate supervisor. The appropriate Supervisor and the Human Resources Coordinator or designate will, within five (5) working days, meet the employee and Union Steward to discuss the grievance. The appropriate Supervisor shall reply in writing within five (5) working days after the date of the meeting.

Step II — Failing settlement at Step I, the grievance may, at the discretion of the Union, be submitted in writing to the Vice-President within five (5) working days after receiving the Supervisor's reply. Vice-President and appropriate

Management person(s) shall meet with the grievor accompanied by official representative(s) of the Union Grievance Committee within five (5) working days after receiving a request to proceed to Step II. The Vice-President shall reply in writing within five (5) working days after the date of the meeting.

Step III — Failing settlement at Step II, grievances which concern a question of discharge or suspension may at the option of the Union proceed to the Board of Directors. The Union prior to proceeding shall present a written summary of the grievance to the Board of Directors. The Board of Directors shall meet the Union Grievance Committee of not more than three (3) members of the Union within twenty (20) days of receiving the written summary. The grievor may attend such meeting.

Step IV — Failing settlement at Step II and/or Step III of the grievance procedure within ten (10) working days, the matter may be referred within an additional twenty (20) working days to Arbitration in accordance with the provisions set forth in *The Ontario Labour Relations Act*. It is agreed that a decision by either party to proceed to Arbitration will be submitted in writing to the other party within twenty (20) working days after receipt of an answer at Step II and/or Step III.

(b) Where a dispute involving a question of general application or interpretation occurs, the Union may, within ten (10) working days of the discovery of the alleged grievance, by-pass Step I of the Article in the filing of a grievance.

It is agreed and understood that this provision will not be used to circumvent the provisions of Clause 6.01(a).

Where a group of employees has a grievance and subject to mutual agreement of the parties, the Union may, within ten (10) working days of the discovery of the alleged grievance, by-pass Step I, of Clause 6.01(a) in the filing of a grievance.

Clause 6.02

An official representative of the Union may act in conjunction with the grievance committee of employees with respect to the processing of grievances.

Clause 6.03

(a) The burden of proof of just cause shall rest with the Employer in matters of discipline, suspension or discharge. The Employer shall carry out and complete an investigation and render its decision within twenty working days. During this period, the employee involved may, if deemed necessary, be moved to alternate work or placed on a leave of absence with pay.

(b) If an employee be discharged, suspended, or laid off, and if the employee believes he or she has been unjustifiable discharged, suspended, or laid off**,** the employee can have the grievance taken up under the Grievance Procedure starting at Step II if presented in writing within five (5) working days after such notification. Should it be found that the employee has been unjustly disciplined, discharged, suspended, or laid off, the employee shall be reinstated and receive such compensation and/or disposition as may be agreed upon between the parties to this Agreement or as

provided by a Board of Arbitration established to resolve the matter. An employee who has been disciplined may, subject to mutual agreement of the parties, by-pass Step I of Clause 6.01(a).

(c) Any written disciplinary notice issued by the Employer shall be provided to the employee within twenty (20) working days of the Employer's discovery of the occurrence. Such notice shall contain a full disclosure of the reasons, grounds for action, and/or penalty. A copy of the said notice shall be forwarded to the Sectional Chair of the Union.

In the event that an Employee is subject to discipline, the Employer shall notify the Employee that she/he has the right to Union representation.

Clause 6.04

The time limits set out in the grievance/arbitration procedure shall be strictly observed by both parties.

1. If the party filing the grievance fails to comply with the time limits, the grievance shall be withdrawn.

2. If the party responding to the grievance fails to comply with the time limits, the party filing the grievance shall be at liberty to enter the grievance at the next succeeding stage.

However, it is expressly provided that only the parties may agree in writing in respect to an extension or waiver of any of the time limits imposed.

Notwithstanding the above, an arbitrator or arbitration board may extend the time limits for taking of any step in the grievance procedure including arbitration where the arbitrator or arbitration board is satisfied that there are reasonable grounds for the extension.

Clause 6.05

When official representatives of the Union meet to discuss grievances with the Employer or the Board of Directors during normal working hours, the Employees involved will receive their normal wages and benefits.

Clause 6.06

Each of the parties hereto shall respectively bear the expenses and fee of the arbitrator selected by each, and the parties hereto shall jointly bear equally the expenses and fee of the Chairman and any cost of the place of hearing of such Arbitration Board, if and when the necessity arises. Such Arbitration Board shall be required to sit in Sudbury or at any such other place as may be agreed upon by the parties from time to time.

Clause 6.07

An Arbitration Board 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 covered by this Agreement.

Clause 6.08

Should an employee's personnel record remain clear of any recorded disciplinary notices for a period of eighteen (18) consecutive months from the date of the last recorded disciplinary

notices, then these disciplinary notices shall be disregarded and not used in evaluating an employee's current performance.

ARTICLE 7 - REGULAR, PROBATIONARY, CASUAL AND TEMPORARY EMPLOYEES

Clause 7.01

A regular employee is a person who has successfully completed the probationary period.

Clause 7.02

A probationary employee is an employee who is hired with a view to filling a regular position and who, before being advanced to the status of a regular employee, must undergo a probationary period of up to six (6) months during which time the employee's qualifications may be determined. Seniority shall not accumulate until the employee acquires regular status, and shall then accumulate from the date of hiring.

The six (6) month probationary period may be extended upon mutual agreement between the parties.

Clause 7.03

A temporary employee is an employee hired for a period not exceeding seven (7) months (in the case of a temporary employee hired to fill a vacancy created by a pregnancy/adoption leave, the period of employment may be up to twelve (12) months) for either a specific job of limited duration, or to fill a temporary vacancy in a continuing classification. This period may be extended by mutual agreement between the Employer and the Union. Seniority shall not accumulate unless and until the temporary employee acquires regular status and then shall accumulate from the date of hiring. No temporary employee shall be hired to occupy a position which would deny a regular employee the right of advancement or promotion subject to the regular employee having the required qualifications.

Where training is required the Union agrees to allow the Employer to extend the period of temporary employment by ten (10) working days at the front end and ten (10) working days at the back end.

Clause 7.04

A casual employee is a person hired on a continuing on-going basis to supply temporary relief for classifications in Group 5 or lower or when the necessity arises in Group 6 in accordance with Schedule "A" O.C.T. A casual employee shall acquire progression credits for the purpose of progressions through the incremental scale of Schedule "A" O.C.T. based on the accumulation of the days worked (6 months = 130 days worked).

Casual employees shall not be utilized to permanently replace a regular or probationary employee.

A casual employee who is called out to work shall receive a minimum of two (2) hours at straight time or the actual time worked, whichever is the greater.

Should a casual employee acquire probationary status, the employee must undergo the normal probationary period, but upon acquiring regular status, the employee will have their seniority reverted back, equal to the number of accumulated work days since the last date of hire.

A casual employee having worked 130 days will be compensated an additional 10% of the employee's hourly rate in-lieu of benefits for all hours paid.

Clause 7.05

Prior to becoming a regular employee, each employee shall be examined by a doctor designated and paid for by the Employer to ascertain the physical fitness of the employee. Such examination shall be carried out during normal hours if possible and without loss of normal wages and benefits.

Clause 7.06

All Co-op students will be paid at the summer student rate. It is understood that co-op students can be hired throughout the year.

ARTICLE 8 - SENIORITY

Clause 8.01

Seniority is the relative ranking of regular employees according to their length of employment with the Employer in the bargaining unit, and shall date in all cases from the time the employee last entered the employment of the Employer .

Should two (2) or more employees have an identical date of seniority, their seniority dates will remain unchanged, however, their relative ranking on the seniority list shall be determined through a random draw, with those employees involved along with a representative of the Union present.

Clause 8.02

Seniority lists shall be posted in January and July of each year, with one (1) copy being forwarded to the Union. Protests with regard to seniority shall be submitted as a grievance in accordance with the grievance procedure contained herein. This list will show all employees within the Bargaining Unit in order of seniority stating the employee's number, name, job classification, and date of latest entry in the employ of the Employer.

Clause 8.03

Seniority is the principle of granting preference with regard to lay-off, demotion due to lay-off, and recall after lay-off.

It is understood and agreed that in the event of a reduction (lay-off) of Employer employees, employees with the most seniority will be entitled to displace employees with less seniority in other positions, in lieu of being laid off, provided they are qualified to do the work.

It is understood and agreed that in the event of a reduction (lay-off) of Employer employees, that any regular employee affected directly or through bumping by a lay-off shall be able to bump a regular, probationary, temporary or casual employee with less seniority, provided they are qualified to do the work.

The right to bump includes the right to bump upwards.

Employees shall be recalled on a seniority basis provided they are qualified to do the work available.

Clause 8.04

Employees shall lose their seniority and cease to be an employee by reason of:

1. Dismissal for just cause.

2. Voluntary resignation.

3. Failing to report for work within a period of fourteen (14) working days after receipt of a notice to return to work after a lay-off by Registered Mail to the last place of residence known to the Employer.

4.
   a. After a lay-off extending for a period of twelve (12) months for employees with less than six (6) years of service.

   b. After a lay-off extending for a period of eighteen (18) months for employees with greater than six (6) years of service.

5. Retirement.

6. Placed on a disability pension and is unable to perform any available work for the Employer.

7. Employees not reporting for work without having made arrangements with management will be considered to have voluntarily resigned after ten (10) working days. Reinstatement in such cases will depend on the employee having made a reasonable effort to notify their Department Supervisor during the absence, and giving a valid reason for the absence.

Clause 8.05

In the event that an employee within the Bargaining Unit should be promoted to a position beyond the scope of the Bargaining Unit, the employee shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. The employee shall be given a trial period of up to six (6) months. Should the employee prove unsatisfactory or if the employee finds themself unable to perform the duties of the new position during such trial period, the employee shall have the opportunity to revert back to the position and grade/step held immediately preceding such promotion.

Clause 8.06

The Employer shall notify all employees, covered by the scope of this Agreement, who are to be laid off in accordance with the provisions of *The Employment Standards Act*. If the employee laid off has not had the opportunity to work the period of notice of layoff specified in *The Employment Standards Act*, the employee shall be paid in lieu of work for that part of the notice during which work was not made available to the employee.

Clause 8.07

It is understood and agreed that in the event of a reduction of more than one (1) regular employee, the Employer shall make every reasonable effort to provide the Union at least three (3) months notice. The parties agree to meet within ten (10) working days of such notice for the purpose of minimizing any adverse effects upon the employees involved. Such discussion shall include the implementation of an Early Retirement Incentive program and/or other recognized voluntary leaving incentive programs as an alternative to layoffs.

ARTICLE 9 - JOB POSTING AND SELECTION

Clause 9.01

Seniority is the relative ranking of regular employees according to their length of employment with the Employer in the Bargaining Unit and where qualifications of the applicants are relatively equal, seniority shall be the deciding factor with regard to promotion and transfer.

Clause 9.02

(a) All vacant regular positions, limited positions and newly created positions within the coverage of this Agreement, shall be posted for a minimum period of five (5) working days during which time regular employees will have an opportunity to apply for such positions before probationary, casual, temporary or non-employees are considered. Consideration shall be given to qualified employees from other GSU subsidiaries. Such posting shall clearly state the type of position and the minimum qualifications required to perform the duties as well as the wage rate and range if applicable. Two (2) copies of each notice of posting will be mailed to the Sectional Chair of the Union and the Recording Secretary of the Union as recorded in the records of the Employer.

(b) The posting period shall begin within three (3) working days of the date a vacancy occurs. A selection period of up to ten (10) working days, if required, shall be allowed following the removal of the posting after which the name of the successful applicant, if any, shall be posted for a period of three (3) working days. Once the successful applicant is named the appropriate rate of pay shall commence within five (5) working days.

(c) Notwithstanding part (b) vacancies caused by leave in accordance with the collective agreement including but not limited to parental leave, approved leave of absence, and extended medical leaves where the employer posts in advance of the date the vacancy occurs, shall be posted for a period of five (5) working days.

The Employer will include the anticipated date of the vacancy on the job posting. A selection period of up to ten (10) working days, if required, shall be allowed following the removal of the posting after which the name of the successful applicant, if any, shall be posted for a period of three (3) working days. The Employer agrees to pay the appropriate rate of pay as of the date identified on the job posting. Should the anticipated vacancy occur prior to that date identified on the job posting the successful applicant will commence being paid the appropriate rate of pay within five (5) working days of the vacancy.

(d) In the event that the Employer determines that they will not fill a vacant position, in accordance with the terms of the Collective Agreement, the employer shall provide to the Union written notice of such determination which shall include:

1. Reasons for such decision; and
2. Details as to how the Employer intends to have the duties of the position performed.

The written notice shall be provided to the Union by the Employer as far in advance as practical, however, the written notice shall not be any less than fifteen (15) working days prior to the intended implementation of the decision.

In the event a satisfactory alternative to the Employer's decision in terms of efficiency, cost, quality of work and other factors is possible, the Employer agrees to explore possible alternatives to their decision. The Employer shall meet with the Union prior to the implementation of their decision in order to determine whether or not their decision should proceed as planned, be cancelled, or amended.

Clause 9.03

An employee who is absent from work due to vacation or approved leave of absence during the time the position is posted, shall have the right to apply for such position within ten (10) working days from the removal of the job posting, or within three (3) working days from the employee's return to work from such vacation or leave, whichever is sooner.

Clause 9.04

A limited position shall mean a position which is for a limited duration not to exceed seven (7) months or such longer period as may be mutually agreed upon between the Employer and the Union. An employee filling such limited positions shall upon termination revert to the classification, depot and wage/grade held immediately preceding the assignment to the limited position.

Notwithstanding the above, if the employee being replaced is still absent due to illness, accident or pregnancy/adoption/parental leave after the twelve (12) month period, the posting period shall continue until the employee returns to work or leaves the employ of the Employer. However, such posting shall not exceed thirty (30) months.

Clause 9.05

A limited position shall not include any temporary vacancy of a duration of forty-five (45) calendar days or less created by reason of sickness, accident, vacations or approved leave of absence.

Clause 9.06

An employee who is the successful applicant for a limited position shall receive the normal rate for the position as if the position was permanent for all days actually worked in the limited position.

Subject to clause 17.01 (h), an employee who is the successful applicant for a limited position shall receive vacation with pay as if the position was permanent for all vacation days actually taken while working in the limited position. For clarity purposes, it is understood and agreed that a person moving from a thirty-five (35) hour per week position to a forty (40) hour per week position will be credited an additional hour vacation in their accrual balance, for any vacation day taken at eight (8) hours while in the relief position. Similarly, a person moving from a forty (40) hour per week position to a thirty-five (35) hour per week position will be debited one hour vacation in their accrual balance for any vacation day taken at seven (7) hours while in the relief position. The same formula, using one-half (1/2) hour increments shall apply for one-half (1/2) day vacation.

Clause 9.07

The successful applicant to a job posting shall be placed on trial for a trial period of up to six (6) months in the new position. During the trial period the employee shall be paid at the rate of pay for the position.

Clause 9.08

Successful applicants from positions within the coverage of this Agreement to another position who prove unsatisfactory in that position during the trial period, or if the employee finds themself unable to perform the duties of the new position, shall have the opportunity to revert back to the position, depot and grade/step held immediately preceding such position posting. Employees displaced in their position by the above procedure shall revert back to the position and grade/step held immediately preceding such position posting.

Clause 9.09

Upon request by an unsuccessful applicant to a job posting the Employer will advise the employee, in writing, the reason(s) the employee was not selected for the position.

Clause 9.10

In the event that there are no qualified applicants to a job posting, the Employer may, having regard for seniority and the skills of the applicants, select an applicant who does not meet the qualifications contained in the job posting. The provisions of Articles 9.07 and 9.08 shall apply.

The Employer may require that the selected applicant acquire the qualifications and skills contained in the job posting over a specific and reasonable period of time. At the time of selection the Employer will clearly communicate with the selected employee, in writing, outlining the qualifications and expectations required of the employee in order for the employee to remain in the position.

Should the employee be unable to succeed in the new position, the Employer will not be required to repost the original job posting.

Clause 9.11

When a position not covered in Schedule "B" (outside) is established during the term of this agreement or when a position covered in Schedule “B” (outside) is altered during the term of this agreement such that the job description does not adequately reflect the job performed, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the working conditions and the rate of pay of the job in question, the Employer may institute the new position whilst such dispute is submitted to the Grievance Procedure starting at Step II and Arbitration, if necessary. The new rate shall become retroactive to the time the position was first filled by an employee or the duties were altered.

Clause 9.12

This clause applies to an employee on the O.C.T. wage Schedule "A". An employee who is a successful applicant for a posted position within the O.C.T. wage schedule:

(a) will not suffer a reduction in wage rate due to a transfer to another classification at the same wage level.

(b) will receive the next higher wage rate upon promotion to a higher classification.

(c) will not suffer a reduction in incremental level due to a transfer to another classification at a lower level.

Clause 9.13

An employee on the Outside wage Schedule “B” who is a successful applicant for a posted position within the O.C.T. wage schedule, that has a higher rate of pay at Step 4, shall be placed at a Step in the Group for the O.C.T. position so that the employee suffers no loss in wages.

Clause 9.14

Where there are no successful applicants for a posted position, and if an employee is detailed to fill the position, such employee will not suffer a reduction in wages.

ARTICLE 10 - RELIEVING IN HIGHER CLASSIFICATION AND TEMPORARY TRANSFERS

Clause 10.01

The following procedures shall apply to the selection of designated relief employees to relieve for vacancies of forty-five (45) calendar days or less:

1. First opportunity shall be given to the qualified employee in accordance with seniority in a lower group rating.

2. Next opportunity shall be given to the qualified employee in accordance with seniority in an equal group rating.

3. Next opportunity shall be given to the qualified employee in accordance with seniority in the next higher group rating.

4. Failing the above a casual employee may be utilized.

   If a position requires relief for a period beyond forty-five (45) days, it shall be posted as a limited position as defined in Article 9.

5. If there are no successful applicants from within the Bargaining Unit, the Employer shall give first opportunity to an applicant from the Bargaining Unit representing employees’ of other GSU subsidiaries.

Clause 10.02

Employees who are assigned to fill a temporary vacancy shall receive the rate of pay for the said position the employee would normally receive if the position were permanent or the employee’s regular rate, whichever is greater.

Employees who are assigned or selected shall, upon completion of the temporary assignment, revert to the position and wage/grade held immediately preceding the assignment.

Clause 10.03

The employee shall also be paid the relief rate or their regular rate, whichever is greater, for Paid Holidays as outlined in this Agreement provided the employee works the day before and the day after the Paid Holiday in the relief position.

Clause 10.04

When an employee is requested and is willing to relieve in a position outside the bargaining unit, the employee shall continue to accumulate seniority and pay Union dues. Such employee shall be paid ten percent (10%) over and above their regular hourly rate of pay for all hours worked in relief.

Clause 10.05

When relieving outside of a job posting, in excess of three months, in a higher rated position, the employee will be paid at the rate that he/she was being paid immediately before commencing the paid holiday or vacation period.

ARTICLE 11 - WORKING HOURS

Clause 11.01

This section sets forth work schedules. The provisions within this section shall not be read or construed as a guarantee of continuous employment. Should it be necessary for the Employer to reduce its working forces, this reduction will be accomplished by lay off in accordance with the provisions as set forth in Article 8 in preference to a reduced work week.

Clause 11.02

Outside Unit Only

(a) The normal hours of work, except as noted in Part (b), exclusive of established shift schedules designated hereafter, shall be forty (40) hours per week consisting of five (5) eight (8) hour days between 08:00 hours and 16:30 hours from Monday to Friday inclusive. Such hours do not include a daily lunch period of one-half hour taken between 12:00 and 12:30 hours.

(b) The normal hours of work for the garage and stores section shall be forty (40) hours per week consisting of five (5) eight (8) hour days between 08:00 hours and 16:30 hours, Monday to Friday inclusive. Such hours do not include a daily lunch period of one-half hour taken between 11:30 and 13:00 hours.

Clause 11.03

(a) The normal hours of work for Technical O.C.T. Unit employees shall be forty (40) hours per week consisting of five (5) eight (8) hour days between 08:00 hours and 16:30 hours, Monday to Friday inclusive. Such hours do not include a daily lunch period of one-half hour taken between 11:30 and 13:00 hours.

(b) The normal hours of work for office and clerical staff, except as noted in Part (c), shall be thirty-five (35) hours per week consisting of five (5) seven (7) hour days between 08:30 hours and 16:30 hours, Monday to Friday inclusive. Such hours do not include a daily lunch period of one (1) hour.

(c) The normal hours of work for office and clerical staff who are presently working forty (40) hours per week, shall be forty (40) hours per week consisting of five (5) eight (8) hour days between 08:00 hours and 16:30 hours, Monday to Friday inclusive. Such hours do not include a daily lunch period of one-half hour.

Clause 11.04

The hours of work may be modified for individual employees or work sections subject to mutual agreement between the Employer and the Union. When it is agreed that such hours are modified, overtime rates shall not apply unless the employee is required to work greater than their normal hours.

Clause 11.05

It is agreed that the Employer may introduce additional straight time shift schedules to those which are now in effect provided the Employer gives the Union ten (10) working days notice and agrees to discuss with the Union the scheduling and the work classifications which will be involved prior to the installation of any new shifts.

Clause 11.06

The normal work week of rotating shift employees shall average on an annual basis, forty (40) hours per week from Monday to Sunday inclusive. The normal shift shall consist of eight (8) consecutive hours inclusive of a lunch period, except when a regular lunch period is provided, the normal shift shall consist of eight (8) consecutive hours exclusive of the lunch period. Rotating shift schedules will be designated so as to provide a minimum of five (5) consecutive daily shifts. Hours of work in excess of an eight (8) hour shift will be entitled to overtime payment as otherwise provided. Work schedules for rotating shift employees shall be posted two (2) weeks in advance.

Clause 11.07

Employees travelling outside of the City boundaries on approved training courses, conferences, and seminars or when employees are required to be out of town overnight on approved business, shall at the Employee's request receive advance payment for accommodation and travel. To qualify for the advance payment employees will be required to submit a "Request for Travel Advance Pay Form" at least five (5) working days prior to departure.

The Employer reserves the right to recover such advance payments if the employee fails to provide the necessary expense report, with receipts, within five (5) working days of the employee's return to duty.

Such Employees shall also receive, in advance, a per diem allowance of eighty dollars ($80.00) for each full day they are expected to be outside of the City boundaries. Where a per diem allowance is provided, receipts for meals are not required.

When partial days are involved or meals are provided as part of a registration fee, the following maximum amounts will be allowed for meals actually purchased:

Breakfast	$20.00
Lunch	$20.00
Dinner	$40.00

(a) To qualify for the breakfast per diem an employee must be travelling a minimum of two (2) hours prior to the commencement of their normal start time. In order to qualify for the dinner per diem the Employee must be travelling or away at least two (2) hours following the end of normal quitting time.

(b) Employees travelling on their day off for approved training courses, conferences and seminars shall receive a lieu day for each day off they travel. This time in lieu

will be in addition to any accumulation under the Clause 12.14 Time Off In Lieu of Paid Overtime. All other travel time for approved training courses, conferences and seminars shall be paid at straight time.

(c) Employees travelling more than 100 kilometres one way for work from 500 Regent Street, without notice, and are working/travelling at least two hours past his/her normal quitting time would be eligible for the Dinner per diem ($40). Travel to/from the West Nipissing Depot (3 Third Street) is not eligible.

ARTICLE 12 - OVERTIME

Clause 12.01

In the interest of maintaining continuous service to its customers, it is acknowledged that the Employer requires its employees to perform work outside of normal hours, which will be at such overtime rates as provided herein.

Clause 12.02

The opportunity to work scheduled overtime within their depot shall be divided as equitably as possible over a period of a calendar year among regular and probationary employees as per employee classification.

Clause 12.03

Should any employee be called from home to work at other than during the employee's normal working hours without previous notification during normal working hours, the employee will be entitled to a minimum of one (1) hour plus an additional hour both at that overtime rate which applies. Should the employee be called out further within that minimum one (1) hour period, or should that employee be detailed further work while still on the job, then the employee's time shall be calculated as if it were one call, with only the original additional hour applying.

Call-outs will not be paid less than 15 minutes before start time or less than 15 minutes after the end of a shift.

Clause 12.04

Should an overtime detail be scheduled other than as an extension of normal working hours, and the employees involved notified during their normal working hours, the employee will receive a minimum of two (2) hours at that overtime rate which applies.

Clause 12.05

Extra eight (8) or seven (7) hour shifts scheduled on a Saturday, Sunday or a paid holiday, for work that would not normally be considered as emergency work will be on a voluntary basis unless seventy-two (72) hours prior notice is given. Should the work be cancelled for any reason within the seventy-two (72) hour period immediately prior to the scheduled starting time, or should the work be cancelled after the scheduled starting time due to inclement weather or any other reason beyond the immediate control of the Employer, the employees involved will be paid as if they had actually worked for a period of two (2) hours at the overtime rate which applies.

Clause 12.06

a. Should an employee be assigned a different job to be performed after the employee's normal quitting time, the employee will be paid a minimum of one (1) hour at that overtime rate which applies.

b. An employee who is requested and agrees to work an overtime detail that would be continuous with their normal hours of work and subsequently is informed that such overtime detail is cancelled shall be paid two (2) hours pay at the overtime rate if notification of cancellation is less than two (2) hours prior to the end of normal working hours on the day of the scheduled overtime.

Clause 12.07

All overtime hours worked will be paid at the rate of double time.

Clause 12.08

All hours actually worked on a paid holiday will be paid at the rate of double time, in addition to the normal day's pay if otherwise provided.

Clause 12.09

Employees who are identified, assigned and required by management to remain available for immediate call out shall receive standby pay of two hundred and fifty five dollars ($255.00) per week effective April 1, 2017; two hundred and sixty dollars ($260.00) per week effective April 1, 2018 which will be in addition to the regular overtime pay for hours actually worked as provided herein.

Each depot will maintain a separate On-Call Schedule.

For On-Call purposes, the employee must reside within a forty-five (45) minute response time during the period in which the employee is On-Call.

When an employee is a successful applicant to a Limited posting the employee will retain their On-Call within their home depot.

Clause 12.10

Should any employee, whether the employee be called from home or not, be required to work during their regularly scheduled meal period on a normal working day, the employee will be paid as if the employee had worked the full meal period, at the rate of double time.

Clause 12.11

The Employer will either provide or pay the cost of a meal eaten by the employee up to a maximum of $15.00 effective April 1, 2001, under the following conditions. The Employer will either bring the meal to the employee or release the employee from duty long enough to secure a meal and eat it. Where necessary, the Employer will provide transportation for this purpose.

(a) When the employee is required to work for a continuous period of two (2) hours or more immediately following the employee's normal quitting time.

(b) When the employee is required to work for a continuous period of two (2) hours or more immediately preceding the employee's normal starting time, except when the employee is detailed to report for duty at or later than 06:00 hours.

(c) When non-scheduled work for a continuous period of four (4) or more hours extends for more than two (2) hours beyond the start of the following meal periods - 07:00 hours; 12:00 hours; 16:30 hours.

(d) When non-scheduled overtime work immediately prior to normal starting time on a normal working day does not permit the employee the opportunity to have breakfast at home before reporting for work.

(e) When an employee is required to work for a continuous period of two (2) hours or more immediately following the scheduled quitting time for scheduled overtime and such hours extend beyond the start of the following meal periods - 07:00 hours; 12:00 hours; 16:30 hours.

(f) Subject to the foregoing, employees shall be entitled to a meal allowance for every four (4) hours of continuous overtime.

(g) When an employee is detailed to perform duties outside the City of Greater Sudbury.

Clause 12.12

Employees assigned to Standby duty will take home appropriate vehicles and pagers as specified by the Employer during their period of standby.

Clause 12.13

The Employer agrees that Employees assigned to weekly standby duty may exchange their duty with another qualified Employee, within their depot, on the standby roster as long as the Supervisor agrees. Such agreement shall not be arbitrarily or unreasonably denied.

Clause 12.14

The Employer will administer hours of work in conformance with the provisions of the Employment Standards Act, 2000 and the Highway Traffic Act, as amended:

a) An employee(s) will be paid their regular rate of pay for any hours of work missed in their regular shift due to mandatory rest breaks.

b) If any employee(s) is required to work prior to twelve (12:00 a.m.) and works past twelve (12:00 a.m.); a minimum 8 consecutive hours break, which will not include travel time, will be taken before returning to their next regular shift.

c) If an employee(s) is required to work between twelve (12:00 a.m.) and five (5:00 a.m.), and works a minimum of 3 hours; the employee(s) will work only 4 hours of the next regular day shift on the same day, if scheduled to work.

d) The Employer agrees that the language of this Letter of Understanding shall revert back to the language contained in the April 1, 2001 to March 31, 2004 Collective Agreement when the Local Union gives to the Employer (5) days written notice.

The Union agrees that it shall only give written notice if the hours of work provisions of the Employment Standards Act, 2000 are amended, modified, added to or deleted from.

Clause 12.15

An employee is allowed to take time off in lieu of overtime under the following conditions:

1. The accumulation of time off in lieu in a calendar year must be scheduled no later than February 15 of the following year and taken prior to March 31, or the employee will receive pay for the overtime at the rate of pay effective when the overtime was banked.

2. The granting and scheduling of time off in lieu shall be by mutual agreement between the employee and management.

3. The accumulation of banked time will be on the basis of equivalent overtime and shall be limited to a maximum of fifty-six (56) hours for 40 hour employees and forty-nine (49) hours for 35 hour employees, in a calendar year.

4. The time off in lieu must be taken in a minimum of one (1) hour blocks, and the scheduling will not take preference over vacations.

ARTICLE 13- SICK LEAVE

Clause 13.01

The Employer shall provide for all regular and probationary employees sick leave provisions as outlined in Schedule "C". It is agreed that Schedule "C" forms an integral part of this Agreement.

Clause 13.02

The Employer shall for all regular employees, under the age of 65, pay the premium cost of a long term disability insurance plan, as outlined in Schedule “D”. The Plan will provide coverage of seventy-five percent (75%) of normal monthly earnings excluding overtime and other special compensations, to a maximum as outlined in the master plan with Great- West Life Assurance.

Clause 13.03

In consideration of Clauses 13.01 and 13.02, the employees shall make no claim against any rebate of the Employer's share of any rebate or savings in E.I. premium cost.

Clause 13.04

The Employer shall continue to pay for a period of time not to exceed thirty (30) months from the first day of sickness or injury, the premium cost for Health and Insurance benefits as covered by Clauses 16.03 and 16.04.

Clause 13.05

(a) For a period of up to twenty-four (24) months from the first day of LTD coverage, the employee shall be eligible to return to their same position classification if capable of performing the required work. If unable to perform the required work, the employee shall be given all reasonable consideration for any available job for which the employee is able and qualified to perform.

(b) Notwithstanding Part (a) if any employee's position is declared redundant while on sick leave, the employee upon their return shall exercise normal bumping procedures as per Article 8.

Clause 13.06

After the one hundred and thirty (130) consecutive working days of absence, an employee shall cease to accumulate vacation credits but will continue to accumulate seniority for a maximum of two (2) years LTD coverage.

Clause 13.07

Payment of sick leave pay under Clause 13.01 is subject to approval by the appropriate Supervisor.

Clause 13.08

In the event the employee is unable to return to work at the end of twenty-four (24) months of LTD coverage, the employee may be removed from the payroll.

Clause 13.09

Employees receiving entitlement under Clause 13.01 or 13.02 will not be entitled to Paid Holidays as per Article 18.

Clause 13.10

Employees who have used their entitlement under the short term plan, will continue to receive pay at seventy-five percent (75%) for a maximum of sixty (60) days provided the employee signs over an equal number of long term disability payments to the Employer. The Employer also reserves the right to recover such payments if the employee fails to qualify for long term coverage.

ARTICLE 14 - WORKPLACE SAFETY AND INSURANCE BOARD

Clause 14.01

(a) When a probationary or regular employee, through employment with the Employer, suffers an injury or disability, or a recurrence of an injury or disability, the Employer shall pay the employee an amount, when combined with the Workplace Safety and Insurance Board payment, equals the employee's regular wage less deductions required by law, for a period of nine (9) months from the first day of absence.

(b) Pending receipt of payment from the Workplace Safety and Insurance Board, an employee shall receive advances up to the amount of the employee's regular wage rate, less income tax deductions and shall continue to receive their regular wage rate during the period of absence up to nine (9) months provided that:

i. the employee will make reasonable effort to ensure prompt completion of necessary forms and information required to receive approval of Workplace Safety and Insurance Board payment;

ii. the employee will be expected to fully participate in alternate work, if recommended, by the employee's medical doctor;

iii. the employee's claim has not been disallowed by the Workplace Safety and Insurance Board, and;

iv. the employee agrees in writing, to sign over to the Employer the Workplace Safety and Insurance Board payments.

Clause 14.02

(a) The Employer shall continue to pay for a period of time not to exceed thirty (30) months from the first day of an injury or disability, the premium cost for health and insurance benefits as covered by Clauses 16.03 and 16.04.

(b) Should an employee return to work from an injury or disability for a period of six (6) continuous months and subsequently suffers a recurrence of an injury or disability, then the provisions of Clauses 14.02(a) and 14.03(a) shall apply.

(c) Notwithstanding Clause 14.02(b), if an employee having ceased to be disabled returns to work and again becomes disabled from the same or related cause within six (6) months, it would be considered as one (1) continuous period of disability as per Clauses 14.02(a) and 14.03(a).

Clause 14.03

(a) For a period of up to thirty (30) months from the first day of injury or disability, the employee shall be eligible to return to their same position classification if capable of performing the required work. If unable to perform the required work, the employee shall be given all reasonable consideration for any available job for which the employee is able and qualified to perform.

(b) Notwithstanding Part (a), if any employee's position is declared redundant while on WSIB leave, the employee upon their return shall exercise normal bumping procedures as per Article 8.

Clause 14.04

After one hundred and thirty (130) consecutive working days of absence, an employee shall cease to accumulate vacation credits but will continue to accumulate seniority for a maximum of two (2) years WSIB coverage. Notwithstanding the above, an employee shall receive their normal vacation entitlement for the calendar year in which the employee's date of disability occurred.

Clause 14.05

In the event the employee is unable to return to work at the end of thirty (30) months of WSIB coverage the employee may be removed from the payroll.

Clause 14.06

Where an employee receives an amount of WSIB Loss of Earning (LOE) benefits for a period of employment and the total payment to the employee for the period which includes a payment by the Workers Safety and Insurance Board and a payment by the employer, as provided for in clause 14.01(b), exceeds the employees regular wage less deductions required by law if they were receiving Workplace Safety and Insurance Board Loss of Earnings benefits, the employee shall remit to the employer all amounts in excess of the employee's regular wage less deductions required by law.

ARTICLE 15 - LEAVE OF ABSENCE FROM WORK

Clause 15.01

(a) Employees will be allowed three (3) days leave with pay for the purpose of attending deaths in their immediate family. Immediate family is defined to include the following relationships:

- father
- step father
- mother
- step mother
- wife
- husband
- common law spouse
- brother
- sister
- son
- son-in-law
- step son
- daughter
- step daughter
- mother-in-law
- father-in-law
- grandparents
- grandparents-in-law
- brother-in-law
- sister-in-law
- grandchildren
- daughter-in-law

In the event of the death of a spouse, common law or same sex spouse, child, step child, mother, father, step mother or step father, an employee shall be allowed, in addition to the foregoing, two (2) additional days' leave with pay.

(b) Where an employee qualifies for bereavement leave during the employee's vacation period or time in lieu, there shall be no deduction from vacation credits or time in lieu credits for such absence. The period of vacation or time in lieu so displaced shall either be added to the vacation period or time in lieu period, subject to management approval, or reinstated for use at a later date.

The provisions of Article 15.01 (a) –Bereavement Leave shall not apply to an employee who is in receipt of benefits under the Sick Leave provisions outlined in Article 13 of this collective agreement.

(c) The Employer agrees that employees will be entitled to use a vacation day or a lieu day to attend the funeral of an aunt, uncle, niece or nephew.

Clause 15.02

The Employer agrees to grant leave of absence without loss of seniority to an employee who is legally compelled to serve as a juror or witness in court or Coroner's inquest. The Employer also agrees to pay such employee the difference between their normal earnings and the payment the employee receives for jury service or for acting as a court or coroner's witness, excluding payment for travelling, meals or any other expenses, and subject to the employee presenting proof of service and the amount of pay received from the court.

Clause 15.03

Upon written request, leave of absence without wages and without loss of seniority may be granted to any employee for the purpose of attending a Union function or convention.

Clause 15.04

The Employer may grant leave of absence without wages to a regular employee provided the employee gives notice in writing of the employee's request for a leave of absence at least thirty (30) days prior to the proposed commencement of the leave of absence (except in the case of emergency or urgent family matters). Employees granted such leaves shall cease to accumulate seniority, vacation credits, paid holidays or be entitled to the benefits under Article 16 after thirty (30) days of leave, unless the employee pays the full cost.

Clause 15.05

Pregnancy/Adoption/Parental Leave will be granted in accordance with the *Employment Standards Act* and with the following conditions to apply to regular and probationary employees:

1. The employee shall advise in writing sixty (60) days prior to the expected start of their leave date.

2. The employee shall not receive sick pay.

3. The employee shall continue to accumulate seniority and accrue vacation credits but will not be entitled to Paid Holidays. The employee shall be required to use any vacation accrued while on leave immediately following the leave provided the employer gives the employee six (6) weeks written notice.

4. Upon return to active employment the employee shall be reinstated in their former position. If such position no longer exists the employee will exercise their rights under the Collective Agreement.

5. The employee will be entitled to Health and Insurance benefits as per Clauses 16.03 and 16.04.

6. The employee will be entitled to a Pregnancy/Parental/Adoption leave sub plan to supplement the employment insurance benefit to a maximum of seventy-five percent (75%) of their normal weekly salary, provided the employee is eligible to receive employment insurance benefits. Such benefits will not exceed twenty-five (25) weeks.

Clause 15.06

The Employer may grant leave of absences, which approval shall not be arbitrarily or unreasonably denied, without wages to a regular employee to attend a recognized educational institute on a full time basis for a period not to exceed a combined total of twelve (12) months. Employees granted such leave shall cease to accumulate vacation credits and paid holidays but shall be entitled to benefits under Article 16 and shall continue to accumulate seniority.

Clause 15.07

An employee is entitled to up to twelve (12) hours per calendar year to be taken in hourly segments for medical appointments. Where medical appointments cannot be scheduled other than during working hours the employee shall make every effort to schedule within one hour of the normal starting time or within an hour of the normal quitting time. The said time off shall be taken with pay and with no loss of seniority. Such request is to be in writing and approved by the Employer. No carry-overs into the following year. Such approval shall not be withheld unjustly.

ARTICLE 16 - PENSIONS, INSURANCE, RETIREMENT AND BENEFIT PLANS

Clause 16.01

Participation by each regular and probationary employee in the Ontario Municipal Employees Retirement System Basic Plan and the Canada Pension Plan is compulsory.

Clause 16.02

(a) The Employer shall pay the total premium cost of a basic life insurance plan for all regular and probationary employees under the age of 65 at two (2) times annual salary. Increases in insurance coverages are subject to the employee being actively at work. The life insurance amount reduces at age 65 to $25,000. On the employees 70th birthday or date of retirement, whichever is earlier, coverage will revert to the level as outlined under Schedule "E".

(b) Regular and probationary employees may also, subject to evidence of insurability satisfactory to Great-West Life Assurance, purchase during the months of May and/or October in any given year, optional coverage at their cost. Such coverage may be purchased in blocks of $10,000 up to a total maximum of $200,000. Employees must be actively at work at times of purchase.

Clause 16.03

The Employer agrees to contribute one hundred percent (100%) of the premium cost of the following medical plans for all employees (except temporary and casual employees) and their eligible dependents:

Great-West Life Assurance benefit coverage for employee's dependents shall be to age 25 if a full-time student, otherwise till age 21.

1. Ontario Employer's Health Tax

   The Employer agrees that should the Health Tax revert to a premium based Health Insurance Plan, the Employer will contribute one hundred percent (100%) of the premium cost.

2. Great-West Life Assurance Semi-Private

3. Great-West Life Assurance Comprehensive Health Care Plan including:

   Mandatory Generic Drug Plan except where the prescribing Physician explicitly writes that a generic substitution is not allowed.

   For those employees over age 65 the Ontario Drug Benefit Plan will be the first payer. Employees will be reimbursed for any annual fees. In addition the employees will be reimbursed for any dispensing costs not paid by the Ontario Drug Benefit Plan provided that the prescription would be covered by the Great-West Life Assurance Plan.

4. $400.00 effective April 1, 2017 (every 24 months)

   In addition the Employer shall pay up to ninety-five dollars ($95.00) every 24 months for the cost of an eye examination. Employees may utilize their applicable eyeglass coverage against the cost of laser eye surgery.

5. Great-West Life Assurance Dental Care Plan No. 9 current ODA Fee Schedule

   Rider #2 (Dentures)
   Rider #4 (Major Restorative)
   50/50 Shared Risk

   Maximum #2 and #4 -- $1,500. per year per person

   Rider #3 (Orthodontics)
   50/50 Shared Risk
   $2000. lifetime max. per person

6. Chiropractic treatment up to $25.00 per treatment after Ontario Health Care maximum is paid. Maximum number of treatments – twenty-five (25) per person every twelve (12) months. An additional $50.00 every 12 months for diagnostic X-Rays.

7. Massage Therapy up to $25.00 per treatment after Ontario Health Care maximum is paid. Maximum number of treatments – twenty-five (25) per person every twelve (12) months.

8. Prostate Specific Antigen Testing – once per year of actual cost reimbursed to employee with receipt.

9. Physiotherapy, Psychologist\Social Worker, Speech Therapist, Naturopath, Acupuncture, Osteopath or Podiatrist\Chiropodist. In total maximum $600.00 per twelve-month period inclusive of any assessments. No maximum number of visits. Up to $25.00 per treatment.

10. Hearing Aid including batteries and repairs maximum $750.00 every five (5) years.

11. Annual healthcare spending account as follows;

    Single Coverage - $250
    Family Coverage - $500

Clause 16.04

(a) Employees who are laid off shall be allowed to participate in the medical plans provided the entire contribution is made by the employee.

(b) Notwithstanding Part (a), the Employer agrees to contribute one hundred percent (100%) of the premium cost of the medical plans for employees with three (3) years' service for up to six (6) months from the date of lay-off and for employees with six (6) years' or more service for up to twelve (12) months from the date of lay-off.

Clause 16.05

Both parties agree that the Employer may change the carrier for health care benefits, income replacement benefits, and group life insurance benefits provided that the level of benefit and method of payment with a new carrier is at least equivalent to the level of benefit now in effect. The Employer agrees to notify the Local Union, in writing, at least ten (10) working days prior to any change in carrier.

The Employer shall provide the Union with a copy of the Contract outlining level of benefit entered into with any carrier for benefits as provided for in Articles 13 and 16.

Clause 16.06

a) The Employer agrees to contribute one hundred percent (100%) of the premium cost of the benefits in Schedule "E" for retired/disabled employees who qualify. It is agreed that Schedule "E" forms an integral part of this Agreement.

b) It is agreed that the current regular employees, and existing casual employees (if hired as full time regular employees), who otherwise qualify or could qualify in the future under Part “A” of Schedule “E” are as set forth on Exhibit “A”.

The parties agree that Exhibit “A” employees will not have their ability to qualify for retirement benefits under Schedule “E” removed in subsequent negotiations.

Clause 16.07

Where medical certification of an employee is requested by the Employer or for Long Term Disability application and maintenance, the Employer shall pay 100% of the cost.

Clause 16.08

If an employee is required to travel out of the country for work related purposes, the Employer shall cover the full costs of all related insurance.

ARTICLE 17 - VACATIONS

Clause 17.01

(a) All new regular and probationary employees will be granted one (1) working day vacation with pay for each continuous month of employment in the first calendar year of employment, up to a maximum of ten (10) working days. This vacation may be taken during the first calendar year of employment. Employees must be hired prior to the sixteenth day of the month to have the month considered as one (1) month of employment.

(b) An employee shall be granted ten (10) working days vacation with pay at any time during the calendar year in which the employee completes one (1) year of continuous employment and in each succeeding year up to but not including the calendar year in which the employee completes three (3) years of continuous employment.

(c) An employee shall be granted fifteen (15) working days vacation with pay at any time during the calendar year in which the employee completes three (3) years of continuous employment and in each succeeding year up to but not including the completion of nine (9) years of continuous employment.

(d) An employee shall be granted twenty (20) working days vacation with pay at any time during the calendar year in which the employee completes nine (9) years of continuous employment and in each succeeding year up to but not including the completion of seventeen (17) years of continuous employment.

(e) An employee shall be granted twenty five (25) working days vacation with pay at any time during the calendar year in which the employee completes seventeen

(17) years of continuous employment and in each succeeding year up to but not including the completion of twenty three (23) years of continuous employment.

(f) An employee shall be granted thirty (30) working days vacation with pay at any time during the calendar year in which the employee completes twenty three (23) years of continuous employment and in each succeeding year up to but not including the completion of thirty (30) years of continuous employment.

(g) An employee shall be granted thirty-five (35) working days vacation with pay at any time during the calendar year in which the employee completes thirty (30) years of continuous employment and in each succeeding year of continuous employment thereafter.

(h) An employee in a limited position in excess of six (6) months shall be paid at the rate of pay being received in the limited position while on vacation.

Clause 17.02

The principle of granting vacation shall be governed by seniority in the bargaining unit provided the employee submits a request for vacation:

(a) Prior to December 1 for the period January 1 to April 30 of each calendar year.

(b) Prior to April 1 for the period May 1 to December 31 of each calendar year.

(c) Approval or non-approval for vacation shall be given no later than thirty (30) days after either December 1 or April 1.

However, in order to ensure efficient operations and effective use of manpower, the final right of allocation of vacation time is the exclusive right of the Employer. Such rights shall not be arbitrarily or unreasonably exercised.

Clause 17.03

Vacations will not be extended because of sickness or non-occupational disability incurred while on vacation. However, an employee hospitalized during vacation, upon application and verification by the Employer shall have the period of hospitalization covered by sick leave.

Clause 17.04

Employees terminating their employment with the Employer will be paid an amount to be calculated on a pro rata basis in accordance with their vacation entitlement, for that portion of their service not covered by previous vacation allowance.

Clause 17.05

It is agreed that vacation entitlement is earned in the current calendar year and that employees are given vacation in advance which may not be fully earned until the end of the current calendar year.

Clause 17.06

In any calendar year an employee who is eligible for vacation with pay under Article 17 and leaves the services of the Employer, the Employer shall be entitled to recover from such employee the value of such vacation taken prior to actual entitlement.

ARTICLE 18 - PAID HOLIDAYS

Clause 18.01

All employees shall be entitled to the following paid holidays with pay providing such fall and are celebrated on normal working days or within an employee's vacation period.

1. New Year's Day
2. Family Day
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Christmas Day
11. Boxing Day

and in addition to the Paid Holidays, should the Mayor of the City of Sudbury, Governor General of Canada, or Lieutenant Governor of Ontario legally proclaim any day as a Holiday, then the Employer agrees to grant the said Holiday with straight time rate of pay.

It is agreed that at Christmas and New Year's Day, all employees will be allowed the immediately preceding working day off with pay.

Clause 18.02

In the event of the following Paid Holidays falling on a day set out below, the following schedule of days off with pay shall be observed by all employees:

Holidays	Falling On	Day Off With Pay
New Year's Day	Saturday	Friday Preceding
New Year's Day	Sunday	Monday Following
Canada Day	Saturday	Monday Following
Canada Day	Sunday	Monday Following
Christmas Day	Saturday	Friday Preceding
Christmas Day	Sunday	Monday Following
Boxing Day	Saturday	Monday Following
Boxing Day	Sunday	Monday Following
Boxing Day	Monday	Tuesday Following

Clause 18.03

For pay purposes the day recognized as the Holiday for those shift employees who are normally required to work on Paid Holidays will be the day on which the actual Paid Holiday falls.

Clause 18.04

Employees whose regular day off falls on the day the Paid Holiday is celebrated, will be entitled to the day's pay at the rate of straight time for that day.

ARTICLE 19 - ISSUE OF EQUIPMENT AND CLOTHING

Clause 19.01

The Employer will supply on loan to regular and probationary employees essential equipment to carry out their duties. The employee will be responsible for equipment issued to them and the same must be returned upon request. All re-issued equipment will be on an exchange basis.

Employer equipment will not be loaned, sold or used for other than intended purpose.

Clause 19.02

(a) The Employer agrees to subsidize one hundred percent (100%) of the cost of approved safety footwear purchases to an annual dollar limit of $205.00 effective April 1, 2017 for all regular employees who are required to wear safety footwear to carry out their normal duties. Purchases must be covered by a suitable receipt.

Employees who do not receive the allowance for safety footwear in one (1) year may carry over the unused portion for that year into the following calendar year and receive a subsidy of one hundred percent (100%) to a limit of $410.00.

(b) The employer agrees to subsidize the cost of rubber footwear purchases to an Employer limit of $130.00 effective April 1, 2017 for all regular and probationary employees in the classifications of Competitive Services Co-ordinator, Outside Plant Technician, Fibre Splicer, Planner, System Operator, Driver/Operator, Labourer, Locator, Maintenance Construction Worker, Powerline Electrician, Substation Electrician, Field Inspector, Field Co-ordinator, Garage Mechanic, Project Co-ordinator, Energy Supply Co-ordinator, and Crew Leader of the above. Purchases must be covered by a suitable receipt and are limited to one (1) pair every second calendar year.

Clause 19.03

(a) The Employer agrees to pay one hundred percent (100%) of the cost of work clothes as outlined in parts (b) and (c) for the following classifications: Competitive Services Co-ordinator, Fibre Splicer, Outside Plant Technician, Powerline Electrician, Outside Plant Co-ordinator, Network Support Technician and Network Technician and Crew Leader(s) of the above. These work clothes may either be purchased by the Employer or purchased at approved retail outlets by the employee, and charged to the Employer. The Employer reserves the right to determine the quality, colour, and material of the clothing provided it meets E.&U.S.A. safety standards.

(b) The initial issue shall consist of:
2 work shirts
2 work pants
2 items- any combination of: smock or summer bib overalls or insulated bib overalls or summer coveralls, insulated coveralls or shop coat or Lineman switching jacket.

(c) Beyond the initial issue, the Employer will provide (subject to conditions of Part (a)) up to six pieces of clothing per year, as required, on the basis of exchange.

(d) The Employer agrees to pay the cost of rainwear (subject to Part (a)). Replacement will be on an exchange basis.

(e) The employee is responsible for keeping their clothing washed or cleaned as required.

(f) As per the classifications and conditions outlined in last two sentences of Part (a), the Employer agrees to provide parkas every second calendar year.

(g) The Employer is willing to provide employees in the classification of I.T. Professional two (2) pairs of work pants, two (2) work shirts and one (1) pair of overalls per calendar year at no cost to the employee. The Employer is also willing to provide one (1) winter parka every two calendar years at no cost to the employee, provided that the Employer has not already provided one in the same two (2) calendar years.

These work clothes may either be purchased by the Employer or purchased at approved retail outlets by the employee, and charged to the Employer.

The Employer reserves the right to determine the quality, colour, and material of the clothing provided it meets E&USA safety standards.

(h) The Employer is willing to provide temporary employees in the classifications outlined in Clause 19.03 (a):

One (1) work shirt and one (1) pair of bib overalls or winter coveralls at no cost to the employee. Upon termination of employment the temporary employee must return the clothing failing which the Employer may deduct the full cost from the temporary employee's final pay cheque.

The Employer reserves the right to determine the quality, colour, and material of the clothing provided it meets E.&U.S.A. safety standards.

Clause 19.04

Employees, as approved by the Employer and, who normally wear prescription glasses, shall be issued by an Optical supplier of the Employer's choice, prescription flash and/or safety glasses at Employer expense when same are required to perform their duties on basis of exchange.

ARTICLE 20 - CLASSIFICATION AND WAGE RATE

Clause 20.01

The classification and Wage Schedule set out in Schedules "A" and "B" is for pay purposes only and forms an integral part of this Agreement.**C**

Clause 20.02

(a) As applies to salary Schedule "A", O.C.T. Unit, the interval for employees to be given consideration for progression will be:

0 to 6 months	Step 1
6 to 12 months	Step 2
12 to 24 months	Step 3
More than 24 months	Step 4

with progression based on ability and satisfactory performance of duties.

(b) Employees who are filling limited positions shall have such time credited on an accumulated basis for consideration for progression. Such credited time shall include temporary relief if it immediately preceded the posting date and the employee who carried out the temporary assignment was awarded the limited position. Such accumulation of time shall cease if the employee has not carried out a limited relief assignment in the position for a period of twenty-four (24) months. However, once the employee has been assigned the new rate of pay, the employee shall receive the rate of pay for periods of temporary relief.

Clause 20.03

(a) As applies to salary Schedule "B" (Outside Unit) the interval for employees to be given consideration for progression to the next salary step shall be twelve (12) months with progression based on ability and satisfactory performance of duties.

(b) It is also agreed that in the classifications of Powerline Electrician, employees who enter a training program to become qualified journeymen, must complete their formal training before being advanced to the next progression step. Failure to complete formal training may result in removal from the classification. Such removal will not be considered as disciplinary action.

(c) A regular employee with one (1) year or more of continuous service who enters a classification as per 20.03(b) and fails to complete formal training and is removed from the classification may be:

1. Placed in an alternate position if qualified and at the appropriate job rate, subject to mutual agreement by the parties to waive seniority and posting provisions.

2. If (a) is unsuccessful the employee shall exercise normal bumping procedures as per Article 8.

3. and (b) do not apply if Clause 9.08 is applicable.

Clause 20.04

Payment of wages shall be deposited electronically in an employee's bank account(s) every Thursday in accordance with Wage Schedules "A" and "B" forming part of this Agreement.

Should a holiday fall on a pay day, wages will be deposited on any preceding day.

Pay stubs will be issued no later than regular quitting time each Thursday.

Should an employee not have their wages deposited electronically on Thursday, the employee upon adequate notification to the employer shall receive wages no later than normal quitting time on Friday.

Clause 20.05

Subject to the *Employment Standards Act*, casual, temporary and/or student employees will have four percent (4%) vacation pay paid per pay period.

Clause 20.06

Employees working straight time shift schedules shall be entitled to the following shift differentials, to apply to straight time hours:

Shift		Premium
	April 1, 2017	April 1, 2018
Start time between 12:00 hours and 06:00 hours except Saturday/Sunday	$1.55	$1.60
Saturday	$2.02	$2.07
Sunday	$2.12	$2.17

Clause 20.07

The Employer agrees to pay the cost of professional dues for those employees enrolled in either an Engineering or Purchasing Association. The payment of dues for other Associations will be reviewed by the Employer where required.

If an employee is in a classification that the Employer requires a certification/designation, the employer agrees to reimburse the dues/fee. Employees currently receiving reimbursement will continue to receive reimbursement so long as they are in their current position.

Clause 20.08

The Employer agrees to pay one hundred percent (100%) of the fee for Hoisting, Z Endorsement Licenses and “A” Driver’s Licences for those employees who are required to acquire and maintain such licences. The Employer also agrees to maintain the necessary books required for such licences and allow employees time off to acquire and maintain such licences.

Clause 20.09

Where medical certification is required, to maintain a licence requested as a condition of employment, the Employer shall pay one hundred percent (100%) of the cost.

Clause 20.10

Students from an MCTU approved co-op Powerline Electrician program who are hired by the Employer for placement shall be at the summer student rate. The employee shall be provided by the Employer one (1) work shirt and one (1) pair of bib overalls or winter coveralls at no cost to the employee. Except where the overtime detail is an unscheduled extension to the normal working day placement students shall not work overtime until all Powerline Electricians and Crewleaders have been offered the overtime assignment.

ARTICLE 21 - JOINT EVALUATION

Clause 21.01

Provisions, which form the basis of the Joint Job Evaluation Plan, are contained in the Collective Agreement and Job Evaluation Manual. The Job Evaluation Manual shall form an integral part of the Collective Agreement.

Clause 21.02

The Plan covers all jobs falling under the scope of the Collective Agreement, in the O.C.T. Unit, Schedule "A".

Clause 21.03

The parties further agree that no employee shall have their wages reduced because of the implementation of the Joint Job Evaluation Plan.

Clause 21.04

The Employer shall supply a copy of the Joint Job Evaluation Manual to a probationary employee upon hiring.

Clause 21.05

All jobs processed under the Joint Job Evaluation Plan shall be designated a Salary Group in the Salary Schedule "A", O.C.T. Unit, issued in conjunction with the Collective Agreement.

Clause 21.06

In order to alleviate the special out-of-schedule rates, the following procedures shall apply:

(a) the job posting and transfer provisions of the Collective Agreement;

(b) a change to or addition of duties to a job occupied by an incumbent receiving an out-of-schedule rate;

(c) a mutual agreement by the parties to waive seniority and posting provisions of the Collective Agreement;

(d) when an incumbent receiving an out-of-schedule rate leaves a job, the new incumbent shall be paid at the appropriate evaluated rate.

The special out-of-schedule rates are listed in Schedule "A".

Clause 21.07

In keeping with the concept of the implementation of job evaluation, those positions that are currently underpaid as per the evaluation ratings will be immediately placed in the salary grade for the job at a level at least equivalent to the annual step

Clause 21.08

Should a position as a result of Job Evaluation total more points than exists in the present banding structure, the parties will meet to negotiate a new band and appropriate rate of pay.

ARTICLE 22 - HEALTH AND SAFETY

Clause 22.01

It is agreed that both parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health.

It is also agreed that both parties will abide by the rules and regulations of the *Occupational Health and Safety Act*, and amendments thereto, and the E.&U.S.A. rule book for Electric Utilities. However, it is further understood and agreed by both parties that the scope of interest of the Health and Safety Committee need not be limited or constrained by the minimum standards or requirements imposed by this legislation or regulation.

Clause 22.02

The Employer agrees to recognize one employee selected by the bargaining unit has a Certified Worker Representative with all rights and powers in accordance with the *Occupational Health and Safety Act*, and amendments thereto. The Employer further agrees to pay the full cost of certification.

Clause 22.03

Every effort will be made by the Employer and the Union through the auspices of the Employee Assistance Program Committee to provide assistance to employees.

Clause 22.04

Any employee reporting for work under the influence of alcohol or the non-medical use of drugs or is in possession of any alcoholic beverage or non-medical drugs during working hours may be subject to immediate dismissal.

ARTICLE 23 - INCLEMENT WEATHER

Clause 23.01

Regular and probationary employees who are normally required to work outside will be provided alternate or inside work during periods of extreme weather, except in cases of emergency. It shall be the responsibility of the appropriate Supervisor to assign either alternate or inside work.

Extreme weather shall be defined as follows:

Heat:	Temperatures at or above +35 degrees celsius with or without the humidex;
Cold:	Temperatures below -30 degrees celsius with or without the wind chill;
Stormy:	Lightning within twenty kilometres and/or sustained winds at 70 kilometres per hour or greater; and
Wet:	Rain heavy enough to cause tracking on electrical equipment or tools.

Clause 23.02

Temporary employees who are unable to work outside because of wet, stormy or extremely cold weather, and for whom alternate or inside work is unavailable, will be guaranteed a minimum of four (4) hours pay for the shift.

Clause 23.03

Emergencies in this Article mean any condition which the appropriate Vice President, in their opinion, considers to be detrimental to the safety, health, comfort and general welfare of the citizens of the City.

Clause 23.04

Employees who report to work and are subsequently sent home due to adverse weather conditions shall not suffer loss of normal wages and benefits.

ARTICLE 24 - TECHNOLOGICAL CHANGE

Clause 24.01

All regular employees of the Employer with one (1) year or more of continuous service will not suffer loss of employment through introduction of technological change.

Clause 24.02

Where technological change occurs which will require new or greater skills than are already possessed by the affected employee or where technological change occurs and an employee's position is rendered redundant such employee may be placed in another classification and such employee shall be given the opportunity to acquire the required skills.

Such skills may be acquired by casual or informal study, such as correspondence school, night school or by formal training combined with practical experience on the job or as per Clause 15.06, at Employer expense.

Clause 24.03

Where an employee is placed in another classification and if the employee's weekly normal wages are greater than those of the new classification the following provisions will apply:

(a) during the initial twelve (12) month period following the employee's placement into a lower classification, the employee will be entitled to any general wage increases as well as any progressions steps to which the employee is entitled; and

(b) after the initial twelve month period following the employee's placement into a lower classification, the employee's weekly normal wages shall be maintained until such time as they equal the rate of the new classification.

Clause 24.04

The employer shall notify and discuss with the Union three (3) months before the introduction of any technological change(s) with a view to minimizing any adverse effects upon the employees potentially involved.

ARTICLE 25 - LEGISLATION

Clause 25.01

If the enactment of legislation or any determination by a court of final jurisdiction (whether in a proceeding between the parties or in one based on a similar state of facts) invalidates any portion of this Agreement, it shall not affect the validity of the rest of the Agreement, which shall remain in full force according to its terms in the same manner and with the same effects as if such invalid portion had not originally been included.

Clause 25.02

The Employer agrees that in the event of a merger or amalgamation with another body or any altering of its legal identity the Canadian Union of Public Employees is advised and awarded voluntary recognition. It is further agreed that the current Collective Agreement remains intact and in effect unless amended by negotiations between the parties.

Clause 25.03

The Employer agrees that in the event of a merger or amalgamation with another body or any altering of its legal identity, initiated by the Employer it shall undertake to ensure that:

(a) The Canadian Union of Public Employees shall be granted voluntary recognition as the bargaining agent.

(b) Employees shall be credited with all seniority rights and all applicable benefit rights including wages, pensions, health benefits, vacations, and any other applicable benefits.

(c) All retired employees or employees on LTD shall not suffer loss of any existing benefits currently enjoyed.

(d) No employee shall suffer a loss of employment as a result of such merger, amalgamation or the altering of its legal identity.

(e) Should it be necessary to transfer staff from its current locations, preference will be on the basis of seniority as per classification.

Notwithstanding the above, should the Employer be absorbed or legally dissolved, it shall make every effort prior to being absorbed or dissolved to ensure that the legal body responsible for future delivery of services currently carried out by the Employer undertakes to ensure the aforementioned.

ARTICLE 26 – TERM OF AGREEMENT

Clause 26.01

This Agreement will remain in effect from April 1, 2017, to March 31, 2019, and from year to year thereafter, unless either party gives notice in writing not more than one hundred and twenty (120) days previous to the expiry date of their desire to alter or terminate same

SCHEDULE "A" - JOB TITLES
O.C.T. Unit

GROUP	JOB TITLE	SECTION OR DEPARTMENT
6	Retail Business Representative	Telecom Section
	Competitive Services Representative	Telecom Section
7	Fiber Splicer	Telecom Section
8	Network Support Technician	Telecom Section
9	Outside Plant Technician	Telecom Section
10	Network Technician	Telecom Section
	Outside Plant Coordinator	Telecom Section
	IT Professional	Telecom Section

SCHEDULE "A"
Salary Schedule - O.C.T. Unit

April 1, 2017

Group	Step 1	Step 2	Step 3	Step 4
1	17.32	18.58	19.75	20.96
2	19.75	20.96	22.21	23.48
3	22.21	23.48	24.62	25.77
4	24.62	25.77	26.99	28.34
5	26.99	28.34	29.48	30.66
6	29.48	30.66	31.89	33.12
7	31.89	33.12	34.33	35.52
8	34.33	35.52	36.69	37.94
9	36.69	37.94	39.18	40.36
10	39.18	40.36	41.59	42.83
11	41.59	42.83	43.99	45.28
12	43.99	45.28	46.46	47.74

April 1, 2018

Group	Step 1	Step 2	Step 3	Step 4
1	17.62	18.91	20.10	21.33
2	20.10	21.33	22.60	23.89
3	22.60	23.89	25.05	26.22
4	25.05	26.22	27.46	28.84
5	27.46	28.84	30.00	31.20
6	30.00	31.20	32.45	33.70
7	32.45	33.70	34.93	36.14
8	34.93	36.14	37.33	38.60
9	37.33	38.60	39.87	41.07
10	39.87	41.07	42.32	43.58
11	42.32	43.58	44.76	46.07
12	44.76	46.07	47.27	48.58

Summer Students

	April 1, 2017	April 1, 2018
Year 1	18.08	18.08
Year 2	18.88	18.88

SCHEDULE "B"

Salary Schedule

	April 1, 2017	April 1, 2018
Powerline Electrician Crew Leader 'A'	$44.55	$45.33
Powerline Electrician Leadhand*	$42.03	$42.77
Powerline Electrician 'A'	$40.26	$40.96
Powerline Electrician 'B'	$37.79	$38.45
Powerline Electrician 'C'	$35.49	$36.11
Powerline Electrician 'D'	$33.33	$33.91
Powerline Electrician 'E'	$31.04	$31.58
Competitive Services Coordinator	$38.10	$38.77
Field Services Rep 'A'	$35.21	$35.83
Field Services Rep 'B'	$33.23	$33.81
Field Services Rep 'C'	$31.84	$32.40
Summer Students: Year 1	$18.08	$18.08
Summer Students: Year 2	$18.88	$18.88

* NOTE: Powerline Electrician Leadhand rate only applicable as defined in the Collective Agreement.

Dated at Sudbury, Ontario this 29th day of June, 2017.

FOR THE UNION

President

Sectional Chair

Member, Negotiating Committee

National Servicing Representative

1627596 ONTARIO INC.

Chair

Chief Executive Officer

Member, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

Member, Negotiating Committee

SCHEDULE "C"

SHORT TERM SICK LEAVE PLAN

Short term coverage will apply up to one hundred and thirty (130) consecutive working days for each occurrence of sickness or injury in accordance with the following schedule:

	COVERAGE	
SERVICE	100% of Pay	75% of Pay
From date of eligibility to Dec. 31	5 days	125 days
1st full year of service as at Jan. 1	10 days	120 days
2nd full year of service as at Jan. 1	15 days	115 days
3rd full year of service as an Jan. 1	20 days	110 days
4th full year of service as at Jan. 1	25 days	105 days
5th full year of service as at Jan. 1	30 days	100 days
6th full year of service as at Jan. 1	35 days	95 days
7th full year of service as at Jan. 1	40 days	90 days
8th full year of service as at Jan 1	45 days	85 days
9th full year of service as at Jan. 1	50 days	80 days
10th full year of service as at Jan. 1	55 days	75 days
11th full year of service as at Jan. 1	60 days	70 days
12th full year of service as at Jan. 1	65 days	65 days
13th full year of service as at Jan. 1	70 days	60 days
14th full year of service as at Jan. 1	75 days	55 days
15th full year of service as at Jan. 1	80 days	50 days
16th full year of service as at Jan. 1	85 days	45 days
17th full year of service as at Jan. 1	90 days	40 days
18th full year of service as at Jan. 1	95 days	35 days
19th full year of service as at Jan. 1	100 days	30 days
20th full year of service as at Jan. 1	105 days	25 days
21st full year of service as at Jan. 1	110 days	20 days
22nd full year of service as at Jan. 1	115 days	15 days
23rd full year of service as at Jan. 1	120 days	10 days
24th full year of service as at Jan. 1	125 days	5 days
25th full year of service as at Jan. 1	130 days	0 days

Payments from the previous noted schedule will be made on the following basis with the provision that any absence of a half day or more will constitute an occasion:

(a) from the first day of absence for the first five occasions of absence in a calendar year, and

(b) from the second day of absence for the sixth absence in the calendar year, and

(c) from the third day of the seventh absence in the calendar year, and subsequent absences in a calendar year.

– Service, for the purpose of this Plan, means the completed years of service with the Utility as of January 1st in any year, and commences from the date of employment with the Utility and is based on full years of service in any year.

General Conditions of Coverage: (Short Term)

- In order to have the sick leave period reinstated up to 130 days, an employee who has been on sick leave absence must return to work for one (1) full day in the case of an unrelated and different disability cause and for thirty (30) calendar days in the case of the same disability cause.

- Medical certificate(s) as per Appendix "A" attached hereto may be required as requested by the Employer. Forms will be available from Supervisors, Payroll or Human Resources.

  The Employer shall be responsible for payment of completed medical certificate, if required.

- Successive absences due to the same or related cause may be considered as one continuous period of disability if the employee has met the qualifying conditions for LTD coverage.

Third Party Disability Management

The Employer reserves the right to request third party disability management intervention from an agency mutually agreed to between the parties to encourage an early and safe return to work by the Employee.

Limitations

Short Term Sick Leave Benefits may not be payable under the following circumstances:

1. A disability when the employee is not under the continuing supervision and treatment by a qualified medical practitioner.
2. Alcoholism, drug addiction or any mental condition connected therewith, unless the employee is actively attempting to gain treatment, or is certified as being actively supervised by a rehabilitation center or provincially designated institution.
3. If the employee's disability is due to a nervous, mental, psychological or emotional disorder, payments will not be made unless the employee is actively attempting to gain the care of a registered specialist in psychiatry, or a duly qualified medical practitioner with expertise in the realm of the specific diagnosis.

Overpayments

Should the Employer make an error in the calculation of an employee's entitlement to short term sick leave which results in an overpayment not exceeding $200.00, such error may be corrected by notifying the employee and deducting no more than $50.00 from an employees' successive pay cheques, provided that the first such deduction is made within two months of the error being made.

Should the error be discovered later than two months after such error was made or should the error result in an overpayment exceeding $200.00, the Employer will obtain the consent of the Employee to the deduction or negotiate other appropriate repayment terms with the Union.

The provisions of paragraph #1 and # 2 do not disallow the Employer and the affected employees from agreeing to another method of repayment.

If terms of repayment cannot be successfully negotiated nothing in this Letter of Understanding limits the Employer's ability to collect an overpayment from an employee using other legal means.

APPENDIX "A"-

MEDICAL CERTIFICATE

EMPLOYER:

Employee's Name : _____ Payroll No.:
Address: _____ Birth Date:
_____ OHIP No.:
Occupation: _____ Last Day Worked:

Employer: Greater Sudbury Hydro Plus Inc.
Address: 500 Regent Street, P.O. Box 250, Sudbury, Ontario, P3E 4P1

THE ABOVE NAMED EMPLOYEE IS SEEKING MEDICAL ATTENTION AND IS CLAIMING THIS AS NON-OCCUPATIONAL ILLNESS AND /OR OCCUPATIONAL INJURY.

EMPLOYEE:

I hereby authorize any attending physician or other health professional, having medical information relative to my current absence to furnish such information and, if necessary, to discuss my condition with a third party Disability Management Firm as mutually agreed upon between the Employer and the Local Union.

Employee's Signature: _____ Date: _____

Physician and/or Health Professional:

Please complete the following questionnaire. Providing this information will ensure that our employee receives any and all benefits to which he or she may be entitled.

1. Date of examination on which this report is based: _____

   Prognosis: _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

2. This patient is able to return to his/her normal duties immediately and without any restrictions. YES _____ NO _____

IF NO: What are the patient's restrictions/limitations/capabilities?

_____
_____
_____
_____
_____
_____
_____

In your opinion, is the patient totally incapable of performing his/her usual job related tasks?

YES _____ NO _____

If yes , would modified work and/or hours be applicable to this patient? (explain)

_____
_____
_____
_____
_____
_____
_____

The patient will likely be able to return to:

a) restricted duties on (date) _____

b) normal duties on (date) _____

c) unable to return to work for approximately _____ days/weeks

3. Date of Next Visit: _____

Physician and/or Health Professional Name: _____ (please print)

Date: _____

Physician and/or Health Professional Signature: _____

Office Telephone No.: _____

(FOR INFORMATION PURPOSES ONLY)

SCHEDULE "D"

LONG TERM INCOME PROTECTION PLAN

Where a provision in this outline is in conflict with the Great-West Life Assurance master plan, the Great-West Life Assurance will apply and prevail.

The Long Term Income Protection Plan provides income security should an employee become totally disabled prior to age 65 due to a sickness or injury which totally disables over a long period of time. The Plan provides coverage on and off the job.

Monthly Benefit

The monthly benefit is equal to seventy-five percent (75%) of normal monthly earnings, excluding overtime and other special compensations. This amount, in turn, is reduced by an income payable to the employee as a result of the disability from the following sources:

(a) Sick Pay from 1627596 Ontario Incorporated.

(b) Any other group insurance disability benefits arranged through 1627596 Ontario Incorporated or any professional association.

(c) Retirement benefits from OMERS, or a governmental plan.

(d) Government disability benefits.

(e) Workplace Safety and Insurance Board benefits.

(f) Canada Pension Plan benefits (excluding benefits for dependents and automatic adjustment due to Cost of Living Index while receiving benefit).

If any employee is receiving other disability income, the monthly benefit under the Plan will be reduced so that disability income he/she receives from all sources does not exceed eighty-five percent (85%) of his/her regular monthly earnings at the time he/she became disabled.

Commencement of Benefits

The benefits commence six (6) months from the date that disability began, which includes the period of payment under the terms of the short term sick leave plan. Proof of disability must be submitted within six (6) months following the Qualifying Period.

Benefit Period

Following the Qualifying Period an employee would receive a monthly income until the earlier of:

(a) attainment of age 65;

(b) cessation of total disability;

(c) attainment of date of retirement; and

(d) death.

Definition of Total Disability

Total disability means that the employee is unable, because of sickness or accident, to perform the duties of their regular occupation. This definition applies for the first twenty-four (24) months of payments. After this time, the inability to perform an occupation for which the employee is reasonably fitted by training, education or experience will constitute total disability.

It is not required that an employee be confined to home, but they must be under the regular care of a physician.

Recurrent Disabilities

If an insured employee having ceased to be totally disabled returns to work for the employer and within six (6) months again becomes totally disabled from the same or related cause, the qualifying period will not again be applicable. This would be considered as "one continuous period of disability".

If an insured employee having ceased to be totally disabled returns to work for the employer and again becomes totally disabled from a different cause or if from the same cause more than six (6) months after cessation of the previous disability, the qualifying period will again be applicable.

Rehabilitative Employment

If during the first twenty-four (24) months of payments an employee is able to engage in some work and earn some income, the Plan will continue to pay for the employee on a reduced basis. The benefit amount will be reduced by fifty percent (50%) of the wages or earnings which he/she receives from such employment during this twenty-four (24) month period.

An employee's income from all sources during this period of rehabilitative employment must not exceed ninety percent (90%) of his/her basic wages from his/her normal occupation immediately prior to his/her total disability.

Termination of Employment

The long term disability benefit terminates when an employee terminates his/her employment with 1627596 Ontario Incorporated. However, if an employee is disabled at the time of termination he/she may still be eligible for long term disability benefits in accordance with the provisions of this plan.

Exceptions and Limitations

Benefits are not payable for the following:

(a) A disability where you are not under continuing medical supervision and treatment.

(b) A disability caused by intentionally self-inflicted injuries or illness while either sane or insane.

(c) A disability resulting from insurrection, war, service in the armed forces of any country, or participation in a riot.

(d) Pregnancy related disabilities during any period the employee is on pregnancy leave of absence due to which she is entitled under applicable provincial statutes or mutually agreed to by 1627596 Ontario Incorporated as the case may be.

(e) Alcoholism, drug addiction, or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively supervised by a rehabilitation centre or provincially designated institution.

(f) If an employee's disability is due to a nervous, mental, physiological or emotional disorder, payments will not be made unless the employee is under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

(g) No benefits will be payable for disabilities resulting from any period of disability which commences while the employee is not insured under this policy.

(h) No benefits will be payable for disabilities resulting from committing or attempting to commit a criminal act.

SCHEDULE "E"

RETIREMENT BENEFITS

The Employer shall for employees who meet the qualifying conditions under Parts "A" and "B", pay one hundred percent (100%) of the premium cost of the benefits as outlined in Part "B".

Part "A"

1. **Retirement**

   (a) Normal Retirement age 65 with minimum fifteen (15) years' service

   (b) Type III Early Retirement

   (c) 90 Factor

   (d) Early Actuarially Reduced Pension with twenty (20) years' service

2. On LTD greater than twenty-four (24) months but has seventeen (17) years of service and is not eligible for integration with OMERS.

Part "B"

Health Benefits and Insurance Coverages

Life Insurance

Employee hired prior to May 1, 1967

1 x annual salary to age 65
.5 x annual salary to a maximum $25,000 at age 65

Employee hired after May 1, 1967

1 x annual salary to age 65
$10,000 at age 65

Employee hired after April 1, 2004

$10,000 to age 65

Health Benefits

- Great West Life Assurance Dental Care Plan No. 9 current ODA Fee Schedule

  Rider #2 (Dentures)
  Rider #4 (Major Restorative)
  50/50 Shared Risk

  Maximum #2 and #4 -- $1,500. per year per person

- Great West Life Assurance Comprehensive Health Care Plan (Integrated with Ontario's Drug Benefit for Senior Citizens at age 65)

- Eyeglass Coverage
- Great West Life Assurance Semi-Private Coverage

Employee who have retired since December 31, 1988, and met the conditions under Part “A” shall maintain their current benefits or the equivalent.

Employees hired or otherwise becoming an employee of the Employer by any means whatsoever after April 1, 2004 and who otherwise qualify shall receive the above benefits until age 65.

EXHIBIT "A"

Benoit, Gerald
Bertrand, Farrell
Cayen, Kim
Chaput, Stephen
Crawford, Dean
Folz, Melena
Girouard, France
Guy, Rodney
Heale, Susan
King, Andrew
Lennox, Tom
Lessard, Gonzague
Levesque, Doug
MacKinnon, Heather
Marsh, Neila
McCormack, Michael
Poitras, Ronald
Rousseau, Lesley
Rovinelli, Albert
Soulliere, Michel
Stockhaus, Terry

SCHEDULE "F"

INTEGRATION OF LTD WITH PENSION BENEFITS

Employees who are within ten (10) years of normal retirement and have been on LTD and are deemed to be unable to return to work, must allow for the integration of OMERS (90 Factor or Type III), CPP, Confederation Life and if necessary LTD. Such integration shall at least equal the amount the employee is receiving on LTD.

The Employer will be responsible to see that such integration ensures that any deemed pension based on the maximum deemed earnings and maximum obtainable years of service is not less at age 65 by virtue of this integration.

LETTER OF UNDERSTANDING

VESTED SICK LEAVE

It is agreed that employees who currently have remaining vested sick leave as at April 1, 1993, may:

(a) If the amount equal to fifty percent (50%) of the value of the employee's sick leave credits or fraction thereof is less than five thousand dollars may elect payout at any time. Such payout shall be at the employee's normal wage rate at the date of payout.

(b) If the amount equal to fifty percent (50%) of the value of the employee's sick leave credits or fraction thereof is greater than five thousand dollars the employee may elect payout over a three (3) year period. Such payout shall not exceed six (6) months' pay and will be at the employee's normal wage rate in effect at time of first payment.

(c) Employee may elect to defer payment of vesting until retirement or leaving the service of the Employer at which time their vesting will be paid at the employee's normal rate of pay at date last worked. For the purpose of this Article, time on Short Term Leave is also considered to be time worked.

(d) Employees who defer payment of vesting may use their accumulative sick leave to supplement coverages provided for in Schedule "C" of the Income Protection Plan. The employees may also supplement coverage of the LTD Plan to a maximum of eighty-five percent (85%) for a period of up to twenty-four (24) months of LTD coverage.

(e) Employees who defer payment of vesting shall advise the Human Resources Office of a beneficiary in the event of the employee's death or failing such any amount owing shall be paid to the employee's estate.

(f) Employees may request, from payroll, an annual summary of their vested sick leave balance.

LETTER OF UNDERSTANDING

SURVIVOR BENEFITS

The Employer agrees that during the term of this Collective Agreement, the Employer will not change their Policy on Survivor Benefits which was in effect on March 31, 1999.

LETTER OF UNDERSTANDING

SUMMER HOURS

It is agreed by both parties that the following hours of work and working conditions shall apply to Field employees working outside of the reporting location as per Clause 11.02(a) of the Collective Agreement:

(a) The hours of work commencing on the nearest Monday to April 15 and ending the second Friday in October will be from 08:00 hours to 16:00 hours including a thirty-minute lunch period. The lunch period, taken on the work site, may normally commence between 11:30 hours to 12:30 hours.

(b) During the period that Part (a) does not apply, the crews will normally eat their lunch at either 500 Regent Street, Gemmell Station or other similar facilities. The lunch period may normally commence between 11:30 hours to 12:30 hours.

(c) The purpose of the floating lunch period is to allow for the completion of a specific job or phase of work.

(d) Clause 12.10 of the Collective Agreement shall apply upon commencement of the lunch period of the individual crew except during Part (a) - hours of work.

(e) Clause 11.02(a) of the Collective Agreement shall be deemed to include the above during the period this letter remains in effect.

(f) Coffee/Rest Breaks and toilet/clean-up facilities will be as per memo issued May 10, 1994, signed by Doug Reeves and attached to this letter.

(g) Positions affected include:

- Powerline Electricians & Crew Leaders
- Field Services Representative and Outside Plant Coordinator

(h) This letter will remain in effect until March 31, 2008, and thereafter shall remain in effect unless either party gives thirty (30) days' notice to terminate same.

INTER-OFFICE MEMORANDUM

TO: **ALL OPERATIONS STAFF**

FROM: **Doug Reeves**

DATE: **1994-05-10**

SUBJECT: **Coffee/Rest Breaks**

Employees who are required to work offsite from 500 Regent Street shall be subject to the following guidelines:

Coffee/Rest Breaks

Normally taken between 10:00 hours to 10:30 hours and 14:30 hours to 15:00 hours for a duration of fifteen (15) minutes, however, crews proceeding to the work site at the start of the day may take their coffee break at that time, provided the break is not repeated later in the morning.

Employees currently on a work site during break periods are expected to take their breaks at the work site.

Toilet/Clean Up Facilities

Arrangements have been made with restaurants, service stations, city/regional sites, in addition to Utility locations currently available, for toilet facilities.

Operations vehicles will be equipped with water storage facilities which will be adequate for both wash-up and drinking. Hand cleaner may be used as an alternate to water for wash-up.

Crew Leaders will be responsible for ensuring that an adequate amount of water is available each day.

The purpose of the changes to the current operating format is primarily an efficiency enhancement move and a cost saving measure; savings that result from truck usage, fuel, and man-hours wasted in unnecessary driving.

LETTER OF UNDERSTANDING

CONTRACTING OUT

During the term of this Collective Agreement, 1627596 Ontario Incorporated agrees that there will be no loss of employment, demotion or loss of normal wages and benefits as a result of any contracting out by Agilis Network inc. or successor employer, to other than Greater Sudbury Hydro Plus Inc. or 1627596 Ontario Incorporated**.**

LETTER OF UNDERSTANDING

LIFETIME BENEFITS

This Letter of Understanding forms an integral part of the collective agreement, and is intended to continue in effect during the term of subsequent collective agreements to the extent provided for herein.

1. The parties agree that Schedule "E" of the Collective Agreement shall be amended by the addition of the following paragraph to Part "B":

   d. Employees hired after 1 April, 2004 and who otherwise qualify shall receive the above benefits until age 65.

2. It is agreed that the current regular employees employed before 1 April, 2004, who otherwise qualify or could qualify in the future under Part "A" of Schedule "E" are as set forth on Exhibit "A" to this Letter of Understanding.

3. The parties agree that Exhibit "A" employees will not have their ability to qualify for retirement benefits under Schedule "E" removed in subsequent negotiations, except with the unanimous vote of those Exhibit "A" employees who are employed at the time of the vote. No such vote will adversely affect a retiree's right to retirement benefits pursuant to paragraph (c.) of Part B of Schedule "E".

LETTER OF UNDERSTANDING

PHYSIOTHERAPY

The Employer shall pay one hundred percent (100%) of the premium cost of physiotherapy for employees who meet the following conditions:

The employee must be actively at work or, if absent due to medical reasons, have a return to work plan that has been approved by the Employer.

The employee must be assessed through a physiotherapy center authorized by the Employer.

The employee must sign a release providing the necessary medical information to the Human Resources Co-ordinator.

The final decision to pay for physiotherapy is at the sole discretion of the Employer.

This letter will remain in effect for the duration of the Collective Agreement and thereafter shall remain in effect unless either party gives thirty (30) days' notice to terminate same.

REQUEST FOR TRAVEL ADVANCE FORM
GREATER SUDBURY UTILITIES

Name: _____ **Department:** _____

Employee #: _____ **Date:** _____

Location of Function: _____ **# of Days:** _____

Brief Description: _____
_____
_____
_____

Period Covered: _____

Please provide an approximate cost for the following:

Travel: _____

Accommodations: _____

Per Diem (# of days x $80.00): _____

TOTAL _____

I wish to receive an advance in accordance with Clause #11.07 of the Collective Agreement.

Should I fail to provide the necessary expense report, with receipts, within five (5) working days of my return to duty, I hereby authorize the Employer to withhold this amount from my pay cheques.

_____ _____
Employee's Signature Date

_____ _____
Supervisor's Signature Date

_____ _____
Vice President's Signature Date

LETTER OF UNDERSTANDING

NEW EMPLOYEE HEALTH CARE SPENDING ACCOUNT PROGRAM & FUND

(i) Program Creation

The Employer will establish and administer an Employee Health Care Spending Account program for those employees not identified on Exhibit "A", by which such employees, on a voluntary basis, will be entitled to contribute to benefit costs for benefits upon retirement at age 65.

(ii) Employee Health Care Supplemental Fund

The Employer will establish and administer an employee Health Care Supplemental Fund from which funds will be used to supplement those employees, on an annual basis, who have established an individual health care spending account.

The operation of this fund will be guided by the provisions as set forth on Exhibit "B" which has not yet been developed or agreed to.

(iii) The Employer agrees to contribute to the Employee Health Care Supplemental Fund a one time payment of $175,000 within 30 days of ratification of the contract.

NEW EMPLOYEE HEALTH CARE PROGRAM & FUND

The Employee Health Care Program & Fund will include the following principles:

1. The Fund will apply to employees hired after April 1, 2004, their spouses and eligible dependents to provide benefits, which may include benefits similar to those listed in Schedule "E" beyond normal retirement age 65.

2. Contribution by individual employees will be optional and will be at the discretion of the employee.

3. The payment of benefits will be subject to the maximum of the balance held in the employee's individual trust account at any time.

4. Participation includes survivor benefits.

5. In the event of the death of an employee or survivor any unused portion of the individual's accumulated fund including appropriate interest will be paid.

BENEFIT COST SAVINGS

A Joint Union/Management Benefit Review Committee as per the NEW Letter of Understanding – Health Care Benefits will be established to find and implement benefit cost savings.

The benefit cost savings contemplated by the Immediate Employee Benefit Plan Changes set out on page one will be calculated based on the actual costs of the benefits for employees during the periods: September 1, 2000 to August 31, 2001, September 1, 2001 to August

31, 2002 and September 1, 2002 to August 31, 2003 normalized and adjusted each year by the inflationary cost of drugs, measured against actual costs for the same group of employees for the period September 1, 2005 – August 31, 2006.

The Employer will contribute as a single time payment into the Employee Health Care Supplemental Fund one hundred percent (100%) of the savings calculated for the period September 1, 2005 to August 31, 2006 within thirty (30) days of the final savings calculation once we have received the required reports from our Health and Dental Carrier.

In addition to those cost savings set forth above the additional savings realized through programs initiated by the Joint Union/Management Benefit Review Committee will be calculated based on the actual costs of benefits for employees during the immediate preceding three (3) fiscal periods normalized and adjusted each year by the appropriate inflationary cost (if applicable) measured against actual costs for the same group of employees for the fiscal period in which the Joint Union/Management Benefit Review Committee changes are implemented.

The Employer will contribute into the Employee Health Care Supplemental Fund as a single one time payment one hundred percent (100%) of the savings for the same group of employees for the fiscal period in which the Joint Union/Management Benefit Review Committee changes are implemented.

A similar review will be conducted by the Joint Benefit Review Committee on an annual basis thereafter.

Because of the distortions caused by the current (2004) strike at GSU the year 2004 will not be used in any of the comparisons.

LETTER OF UNDERSTANDING

THIRD PARTY MEDICAL ASSESMENTS

Employees will only be sent for a third party medical assessment when the Employer has reasonable and probable grounds for requiring such assessment. In this regard the Employer agrees to meet with the Union and the employee in question to review and discuss the reasons and the grounds for requiring the assessment prior to making any appointment.

The Employer agrees to provide the employee with a list of at least three Specialists/Medical Practitioners/Physiotherapists to which the employee can select from. The Employer agrees to pay the full cost of any such assessment. The Employer will be responsible for arranging the appointment with the Specialists/Medical Practitioners/Physiotherapists.

LETTER OF UNDERSTANDING

CONTRACTING OUT - CONTRACT LINESPERSONS

The Employer will not intermingle any contract linepersons with their own crews, except to the extent such action is required due to an emergency and no bargaining unit employees

are available or in the case where specialized equipment and an operator are required for short term projects.

Notwithstanding the above, in the event the Employer requires additional staff and is unable to fill a vacancy through the internal or external job posting procedures, the Employer can then fill the vacancy with a contract employee for the duration of the vacancy.

LETTER OF UNDERSTANDING

SKILLED EMPLOYEES

The Local Union acknowledges the Employer's desire to attract experienced skilled labour with recognized experience. Where there is a shortage of skilled labour as determined by industry standards and the Employer seeks to hire an employee into such a position the Employer shall recognize previous work experience for purposes of vacation entitlement and salary schedule commensurate with the prospective employee's previous work experience and the applicable grid. Prior to making any offer of employment the Employer shall meet with the Local Union to review the offer.

LETTER OF UNDERSTANDING

AFFILIATE RELATIONSHIP CODE

1. 1627596 Ontario Inc. agrees that it will recognize the Canadian Union of Public Employees and Its Local # 4705 as the sole and exclusive bargaining agent for employees in an appropriate bargaining unit of any subsidiary company that it creates. In the event that a newly created subsidiary company hires employees who fall within such a bargaining unit, 1627596 Ontario Inc. agrees that the newly created subsidiary agrees to be bound by the Collective Agreement in place between 1627596 Ontario Inc.. and the Canadian Union of Public Employees and Its Local # 4705 as amended from time to time. Any employee who transfers from an existing company to a newly created subsidiary of 1627596 Ontario Inc.. will be credited with the service and seniority that the employee held with the company the employee was employed by on the last date of hire on the last day prior to transfer.

2. Notwithstanding any provision to the contrary, the following shall apply to transferring and bumping rights between the Employer:

   Any employee transferring or bidding from one subsidiary to another will be credited with the service and seniority that the employee held with the previous subsidiary or subsidiaries under 1627596 Ontario Inc.. on the last day prior to the transfer. In the event that a transferred employee receives a notice of layoff for any reason, their job is declared redundant; or any of its businesses are sold, the employee at the employees option may exercise their right to bump back into 1627596 Ontario Inc. and will be entitled to displace employees with less seniority in other positions, in lieu of being laid off, provided they are qualified to do the work. This right to bump includes the right to bump upwards.

3. The parties agree that this Letter of Understanding does not apply in the circumstances where there is a sale, purchase or merger with or of an external company.

4. Both parties agree that in the event that the Ontario Energy Board dismisses the Electrical Distributors Association application dated September 20, 2006 with respect to transfer pricing and as a result Greater Sudbury Utilities reorganizes in order to comply with the Affiliate Relationships Code the Canadian Union of Public Employees and Its Local # 4705 at their option may open the seniority provisions of this agreement in order to ensure that job security concerns are addressed.

LETTER OF UNDERSTANDING

PART TIME EMPLOYEES

Part time employees are those employees who work up to 48 hours in a two week period. Part time employees shall be paid at the appropriate rate of pay for their classification.

A normal work day shall not exceed the hours designated in Article 11.

The part time employees may work more than forty-eight hours every two week for the purpose of vacation and sick leave relief. Such vacation and sick leave relief shall be offered to part time employees in accordance with seniority.

Employees shall accumulate seniority based on hours worked. Progression credits for the purpose of progressions through the incremental scale of Schedule "A" O.C.T. in accordance with the equivalent full-time hours.

Part time employees shall not be utilized to permanently replace a regular or probationary employee.

A part time employee who is called out to work shall receive a minimum of two (2) hours at straight time or the actual time worked, whichever is the greater.

Should a part time employee acquire regular status, the employee will have their seniority reverted back, equal to the number of accumulated hours worked since the last date of hire.

A part time employee will be compensated an additional 10% of the employee's hourly rate in-lieu of benefits outlined in Article 13 and Article 16, save and except clause 16.01, for all hours paid. A part time employee shall accumulate vacation pay equal to the number of accumulated hours worked in accordance with Article 17.

All other provisions of the Collective Agreement shall apply.

LETTER OF UNDERSTANDING

WORKLOAD ISSUES

The Employer is committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective wellbeing and recognizes the inherent worth and dignity of each employee.

Recognizing that workflow can fluctuate and should be addressed, the parties agree to meet within 90 days of ratification to discuss these issues. If these issues continue to persist the parties will meet on a quarterly basis.

LETTER OF UNDERSTANDING

MEDICAL APPOINTMENTS

An employee is entitled to up to twelve (12) hour per calendar year to be taken in hourly segments for medical appointments. Where medical appointments cannot be scheduled other than during working hours the employee shall make every effort to schedule within one hour of the normal starting time or within an hour of the normal quitting time. The said time off shall be taken with pay and with no loss of seniority. Such request is to be in writing and approved by the Employer. No carry-overs into the following year. Such approval shall not be withheld unjustly.

Medical Appointments Greater than ½ Day

In the event that an employee is unable to return to work due to an illness or injury that resulted following a medical appointment taken during regular working hours, a minimum of half (½) day – 3.5 hours (35 hour work week) or 4 hours (40 hour work week) will be taken for the medical appointment, and the balance of the day will be taken as sick leave.

Any subsequent days that the employee is unable to return to work, will be considered sick leave.

This letter will remain in effect until either party gives thirty (30) days' notice to terminate same.

LETTERS OF UNDERSTANDING

The following are Letters of Understanding agreed to as of April 1, 2017, and will remain in effect for the term of the agreement.

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_____ _____

Chair Local #4705