

COLLECTIVE AGREEMENT

Entered into by Hydro Ottawa and IBEW

Effective from April 1, 2023 to March 31, 2027



TABLE OF CONTENTS

1.0 RIGHTS AND RECOGNITION	4
1.1 Recognition.....	4
1.2 Management Rights	4
2.0 PURPOSE.....	4
3.0 APPLICATION.....	4
4.0 DURATION OF THE COLLECTIVE AGREEMENT	5
5.0 STATEMENT OF PRINCIPLES	5
6.0 DEFINITIONS	5
7.0 UNION SECURITY, DUES AND CHECK-OFF	8
8.0 MANAGEMENT AND UNION RELATIONSHIP	8
8.1 Union-Management Consultation.....	8
8.2 Union Negotiating Committee	8
8.3 Leave for Union Business	8
8.4 No Strike or Lock-Out.....	9
8.5 Use of Company Facilities for Union Business	9
9.0 DISCIPLINE AND MEMBER'S RIGHT TO REPRESENTATION	9
10.0 GRIEVANCE AND ARBITRATION PROCEDURE.....	9
10.1 Complaint Stage	9
10.2 Grievance Procedure: Step 1	10
10.3 Grievance Procedure: Step 2	10
10.4 Extensions	10
10.5 Arbitration	10
11.0 LEAVE	11
11.1 Recognized Holidays.....	11
11.2 Floater Holiday	12
11.3 Vacation.....	12
11.4 Sick Leave	13
11.4.1 Sick Leave Credits	14
11.4.2 Sick Leave Benefits	14
11.5 Medical Appointments	15
11.6 Family and Personal Emergency Leave	15
11.7 Bereavement Leave	15
11.8 Leave With or Without Pay for Other Reasons	16
11.9 Time Off in Lieu of Payment of Overtime	16
11.10 Leave of Absence Without Pay	17
11.11 Jury and Witness Duty	18
11.12 Pregnancy and Parental Leave.....	18
11.12.1 Parental Leave.....	18
11.13 Failure to Notify of Unplanned Absence.....	19
12.0 ASSIGNED WORK PLACE.....	19

13.0 HOURS OF WORK.....	20
13.1 Shift Work	20
13.1.4 Notice of Change in Shift	21
13.1.5 Shift Differential.....	21
13.2 Flexible Hours of Work	23
13.3 Lunch Periods.....	23
13.4 Overtime	24
13.4.1 Meal Allowance When Working Overtime	24
13.4.2 Rest Periods for Employees When Working Overtime	25
13.4.3 Planned Overtime	25
13.5 On Call.....	27
13.5.1 On Call Allowance.....	27
13.6 Call Out.....	28
13.6.1 Minimum Call Out	28
14.0 OUTSIDE EMPLOYEES WORKING IN INCLEMENT WEATHER.....	28
15.0 TEMPORARY EMPLOYEES.....	28
16.0 PROBATION.....	29
17.0 STAFFING VACANCIES.....	30
17.1 Selection.....	30
17.2 Transfer to a Recognized Apprenticeship Program	30
18.0 ACTING PAY	30
18.1 Responsibility Pay (Former Lead Hand Pay)	30
19.0 PROGRESSION	31
20.0 RECLASSIFICATION.....	32
21.0 CONTRACTING OUT	32
22.0 ORGANIZATIONAL OR TECHNOLOGICAL CHANGE.....	32
23.0 EMPLOYMENT SECURITY	34
23.1 Assignment of Employees Facing Potential Lay-Off	34
23.2 Lay Off	35
23.3 Recall.....	35
23.4 Permanent Lay Off Severance	36
24.0 OCCUPATIONAL HEALTH AND SAFETY	36
24.1 Occupational Health and Safety Committee	36
24.2 Safety Clothing and Other Personal Protective Equipment	36
24.2.1 Gloves.....	37
24.2.2 Prescription Safety Glasses.....	37
24.2.3 Footwear and Clothing.....	37
24.3 Workplace Safety and Insurance Benefit	37
24.4 Injury On Duty.....	38
24.5 Injury/Illness Off Duty	38
25.0 WAGES.....	38
25.1 Frequency of Pay	38
25.2 Change of Personal Information.....	39

25.3 Wage Scales	39
26.0 BENEFITS	39
26.1 Medical and Hospital Plans	39
26.2 Vision Care	40
26.3 Dental Plan	40
26.4 Long-Term Disability	40
26.5 Pension and Insurance.....	41
26.6 Severance Pay	41
26.7 Professional Dues	42
26.8 Tools and Equipment	42
26.9 Educational Assistance	42
27.0 TRAVEL WHILE ON COMPANY BUSINESS - OUTSIDE OF THE SERVICE TERRITORY	42
27.1 Use of Personal Vehicles and Mileage Rates	42
27.2 Meal Allowances.....	43
27.3 Travel Outside Working Hours	43
27.4 Cash Advances/Credit Cards	43
MEMORANDUM OF SETTLEMENT.....	44
LETTER OF UNDERSTANDING	46
IN THE MATTER OF AN ARBITRATION	47
MEMORANDUM OF SETTLEMENT	47
SCHEDULE "A"	52
LETTER OF UNDERSTANDING	58
APPENDIX "A" WAGE SCALES.....	61
APPENDIX "B"	63
APPENDIX "C" FLAME RESISTANT CLOTHING.....	64

COLLECTIVE
AGREEMENT BETWEEN
HYDRO OTTAWA, LTD. AND IBEW LOCAL
636

1.0 RIGHTS AND RECOGNITION

1.1 Recognition

Hydro Ottawa Limited (the Company) recognizes Local 636 of the International Brotherhood of Electrical Workers (IBEW-the Union) as the exclusive Bargaining Agent for all the employees of the Company below the rank of Supervisor, save and except the following: Executive Assistants, all employees of the Human Resources Department, Payroll Clerk, Engineers, Finance Officers, Programmer/Analysts, Key Accounts Coordinators, casual employees, students employed during the vacation period, students under a recognized Co-op Program, and those persons hired for less than 24 hours per week.

1.2 Management Rights

The Company has and shall retain the exclusive right and power to manage its business and plan and direct its work force. This includes the right to hire, lay off, suspend for just cause, discharge for just cause, promote, demote and discipline any employee, subject to the provisions as set forth specifically in this Collective Agreement. This also includes the right to make and alter, from time to time, policies and practices to be observed by employees, provided they are not inconsistent with the provisions of this Collective Agreement.

2.0 PURPOSE

The purpose of this agreement is to establish and maintain a harmonious relationship between the employer, the union and employees, and to set out the terms and conditions which have been agreed to through collective bargaining.

3.0 APPLICATION

The provisions of this collective agreement apply equally to the employer and the union.

4.0 DURATION OF THE COLLECTIVE AGREEMENT

This Agreement comes into effect on **April 1, 2023** and shall remain in effect until **March 31, 2027**. This agreement shall continue in force from year to year thereafter unless in any year, not more than 90 days and not less than 60 days before the date of its termination, either party provides the other with written notice of a desire to terminate or amend this Agreement. Notwithstanding the foregoing, this Collective Agreement may be amended from time to time in writing as mutually agreed by the parties.

5.0 STATEMENT OF PRINCIPLES

The Company and the Union recognize it is in their mutual interest to promote, as fully as possible, safety for employees, value for our shareholder and protection of property. In recognition of these interests, the Company and the Union hereby indicate their desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship among the Company, the employees, and the Union, and to provide methods for a fair and amicable adjustment of disputes which may arise between them.

6.0 DEFINITIONS

For the purposes of this Agreement, the following definitions are used:

“acting” means the temporary assignment of an employee to a position which has a higher maximum rate of pay and for which the employee is being paid for performing the duties.

“appointment” means the permanent placement of an employee to a new substantive position.

“assignment” means the temporary placement of an employee to another position or set of duties which does not impact the rate of pay of the employee. The duration of the assignment when replacing an employee may be up to six months and may be extended for a period of up to six additional months, based on business requirements. Notwithstanding the foregoing, where the assignment is related to a project or arises as a result of backfill necessary for the project, the assignment may be for the life of the project.

“bargaining unit” means the employees of the Company as described in Clause 1.1 of this Agreement.

“casual employee” means a person hired for a period of two weeks or less for a particular job and/or in the case of an emergency. Casual employees are not members of the bargaining unit and are not covered by the provisions of this collective agreement.

“Category 1 Worker” is defined as any employee whose work is performed primarily outside as outlined in Appendix “B”.

“Category 2 Worker” is defined as any employee whose work is performed primarily inside as outlined in Appendix “B”

“Category 4 Worker” is defined as any employee whose work is performed primarily inside the office as outlined in Appendix “B”.

“continuous employment” for the purposes of calculating leave credits means continuous, uninterrupted employment from the date of hire with the Company and/or its five founding utilities.

“day”, unless otherwise specified, means calendar days. However, where a deadline occurs on a Saturday, Sunday, or recognized holiday, the deadline shall be extended to the next normal business day.

“emergency overtime” results from an emergency that requires immediate action outside of regular hours and when the minimum notice cannot be given.

“employee” means a person who is a member of the bargaining unit.

“employer” means Hydro Ottawa Limited (the Company).

“five founding utilities” means the former utilities of Ottawa, Nepean, Gloucester, Kanata and Goulbourn which were amalgamated on November 1, 2000 to form Hydro Ottawa Limited.

“grievance” means any dispute between the Company and the Union on behalf of an employee, group of employees or on its own behalf, concerning the interpretation, application or administration of this Collective Agreement. A grievance may be an individual employee grievance, a group grievance, a policy grievance, or a Company grievance.

“immediate supervisor” means the supervisor or manager to whom the employee reports directly.

“overtime” means work performed in excess of or outside of an employee’s regular scheduled daily hours of work.

“part-time employee” means a person whose hours of work are less than full time but more than 24 hours per week. Part-time employees are members of the bargaining unit and are covered by the provisions of this collective agreement. Part-time employees may be either regular or temporary employees.

“part-time worker” means a person whose hours of work are less than 24 hours per week. Part-time workers are not members of the bargaining unit and are not covered by the provisions of this collective agreement.

“personal protective equipment” means equipment for the protection of staff during the performance of their duties, and outlined in legislation, regulation and/or Company Policy (e.g. safety glasses, safety footwear, rubber gloves, etc.).

“planned overtime” means work that is planned in advance and when employees can be given the

minimum notice.

“probationary employee” means a regular employee who has not yet completed **their** probationary period.

“promotion” means the appointment of an employee to a position which has a higher maximum rate of pay.

“regular employee” means a person who has satisfactorily completed **their** probationary period and whose employment has no specified end date. A regular employee may be either full-time or part-time.

“regular workplace” includes the following characteristics:

1. Permanent, enclosed, heated structure
2. Washroom and clean up facilities
3. Storage/locker room
4. Parking
5. Lunch room as appropriate

“rotational shift worker” is defined as any employee who works a 7-day rotating shift schedule that includes weekends and/or statutory holidays as outlined in Appendix B, Category 3 Worker.

“seniority” means the length of time within the Bargaining Unit, including continuous employment spent with one of the five founding utilities.

“service territory” is defined as “within the Municipal boundary of the City of Ottawa”.

“shift cycle” means a period of time in which a certain number and types of shifts and days of rest are arranged in sequence and scheduled. At the end of such period of time, the process repeats.

“spouse” means one of two persons legally married to one another or those in relationships where they have lived with one another for a period of at least one year, continue to live with each other, and who have publicly represented themselves as spouses.

“temporary employee” means a person hired for a specified period of time, without the intent of continuous employment. Temporary employees whose initial term of employment is two weeks or more are members of the bargaining unit. Temporary employees may be either full-time or part-time.

“transfer” means the appointment of an employee to a position which has the same maximum rate of pay.

7.0 UNION SECURITY, DUES AND CHECK-OFF

7.1 All employees covered by this Agreement shall become members, pay union dues

and remain members of IBEW Local 636 for the term of this Agreement.

- 7.2 The Company will check off union dues, including initial assessment, and transmit the monies thus collected to the Financial Secretary of the Union not later than the fifteenth day of the month following the month for which the dues were deducted.

The Union will provide the Company with one months' notice in writing of any changes in the amount of Union dues to be so deducted.

- 7.2.1 The Union shall keep the Company informed of the names of the proper Union Officers.

- 7.2.2 Management will provide an updated list of current union members on a quarterly basis to the Union to include the identification of those hired on a regular and temporary basis and any changes to the employment status of employees covered by the collective agreement.

- 7.3 In the event a former Bargaining Unit member is returned to the Bargaining Unit, the union reserves the sole right to recognize previous seniority with the Bargaining Unit.

8.0 MANAGEMENT AND UNION RELATIONSHIP

8.1 Union-Management Consultation

In order to foster positive and open communications and to take a joint problem solving approach to concerns as they arise, the Company and the Union agree to meet on a monthly basis, or more frequently as required.

8.2 Union Negotiating Committee

For the purposes of collective bargaining, the Union Bargaining Committee shall be appointed at the discretion of the Union, and shall consist of not more than five (5) members in addition to the Local Union Business Representative.

8.3 Leave for Union Business

The Company agrees to provide time off for Union representatives to attend official Union business. The Union representative will provide as much advance notice as possible to **their** immediate supervisor. The immediate supervisor will make every reasonable effort to release the employee as requested, based on business requirements.

- 8.3.1 The Union will be granted annually January 1 a credit to the equivalent of up to one years' salary to the level of Power Line **Technician** wage rate for the conduct of IBEW Local 636 Unit #47 union business in relation to Hydro Ottawa. The Company will report to the Union Executive on a quarterly basis the hours and salary used against this credit. The Company will invoice the Union annually as early as possible in the first quarter of the calendar year,

for any time and salary utilized in excess of the granted credit as at December 31 of the previous year.

8.4 No Strike or Lock-Out

During the term of this agreement, the Company agrees not to lock out its employees, and the Union agrees that no cessation or slow down of work will occur. An employee who instigates or participates in illegal strike action will be disciplined.

8.5 Use of Company Facilities for Union Business

The Company agrees that the Union may utilize its facilities, subject to the requirements of the Company, and with the understanding that employees will not attend union meetings during their normal working hours. The Company agrees to provide bulletin boards, or space on bulletin boards, in each of its regular workplaces for the posting of information related to the Union's activities. The Company e-mail may also be used for the same purpose.

The Company agrees to provide the Union with a secure office space in a mutually agreed to workplace.

9.0 DISCIPLINE AND MEMBER'S RIGHT TO REPRESENTATION

9.1 Employees shall have the right of consultation with, and representation by, a recognized union representative on all matters pertaining to discipline.

9.2 In the event an employee is disciplined or discharged in any manner, the company shall notify the Union in writing as soon as possible.

9.2.1 Letters of discipline will be removed from an employee's work record after two years, providing no other disciplinary action has been taken against the employee in the intervening period.

10.0 GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Complaint Stage

Before presenting a formal grievance, the employee shall meet with **their** immediate supervisor to discuss and attempt to resolve the situation that gave rise to the complaint. The employee may request a union representative accompany them.

- 10.1.1 It is understood that all policy grievances and cases of suspension or termination shall proceed directly to the second step of the grievance procedure.

10.2 Grievance Procedure: Step 1

If the employee and **their** immediate supervisor have been unable to reach a mutually agreed upon resolution to the complaint, the Union may decide to present a formal grievance on behalf of the employee to the next level of management. The grievance must be presented within 15 working days of the occurrence of the incident that gave rise to the complaint. Management will respond to the Union within 10 working days.

10.3 Grievance Procedure: Step 2

Failing settlement being reached at Step 1, and within five working days of the receipt of the Step 1 response, the Union may proceed to Step 2 of the grievance procedure by providing written notice to next level of management with a copy to the authorized Human Resources designate. The employer will respond to the Union within five working days of receipt of the Step 2 grievance.

10.4 Extensions

The time limits referred to in the Grievance Procedure may be extended by mutual agreement of both parties. Such agreement will not be unreasonably withheld.

10.5 Arbitration

- 10.5.1 Failing settlement being reached at Step 2 of the grievance procedure, either the Union or the Company may, within 30 working days of receipt by the Union of the decision, refer their grievance to the arbitration procedure. Notice shall be in writing to the authorized Human Resources designate, and to the authorized Local Union Representative or authorized designate.
- 10.5.2 The party giving notice of its intent to proceed to arbitration shall submit to the other party the names of suggested arbitrators to act as the sole arbitrator. The party receiving notice may also submit an alternate list of arbitrators for review to hear the grievance. The sole arbitrator shall be empowered as per the provisions of the Labour Relations Act (Powers of Arbitrators et al). An arbitrator shall not have the power to add to or subtract from or otherwise change the provisions of this Collective Agreement.
- 10.5.3 If the parties fail to agree on an arbitrator, then the aggrieved party has the right to proceed with the referral of the grievance to a single arbitrator process as outlined in the Ontario Labour Relations Act (*expedited process*) or other process as outlined in the Ontario Labour Relations Act.
- 10.5.4 The cost of the arbitrator shall be shared equally between the parties (Union

and the Company).

11.0 LEAVE

11.1 Recognized Holidays

The following days in each year shall be holidays with pay for employees covered by this Agreement:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- One-half day on the last working day before Christmas Day beginning at 12:00 noon
- Christmas Day
- Boxing Day
- One-half day on the last working day before New Year's Day beginning at 12:00 noon
- And one other day as described in section 11.2 Floater Holiday

In the event that the Government of Ontario proclaims a new statutory or recognized holiday, the Company agrees to add the new holiday to the Collective Agreement effective the date of proclamation.

When any one of the above holidays falls on a day of rest, then the following working day shall be declared a holiday with pay.

- 11.1.1 On the last working day before Christmas Day and New Year's Day as referred to above, and in order to continue to provide service to customers and other essential services, the Company will schedule minimum staff at the applicable overtime rate to work on both half days. The schedule for these half days will be finalized and communicated to staff at least one month in advance. In order to determine the schedule, management will first request volunteers within the work unit to work. Secondly, and only if necessary, the Company will designate the most junior employees to work.
- 11.1.2 Recognized holidays for rotational shift workers will be deemed to be the calendar day in recognition of the holiday. Overtime rates will apply.
- 11.1.3 Regular and probationary employees of the Company will be entitled to payment of normal base wages for such holidays as occur on their normal scheduled days of work provided they have worked or have been on their scheduled day of work which precedes such a holiday and the full scheduled day of work which immediately follows such a holiday unless absent with

pay. Temporary employees will be subject to the conditions established in the Employment Standards Act.

11.2 Floater Holiday

Each regular employee shall be entitled to one (1) additional day vacation with pay during the calendar year, and to be taken as mutually agreed by the employee and **their** immediate supervisor. This day will be recorded as one day added to the employee's vacation credits for the year. A request by the employee to take Remembrance Day as the floater day shall be granted.

11.3 Vacation

Vacations will be granted annually within the calendar year in which the vacation credits are earned and shall be based on years of continuous employment with the Company. For the purposes of this Agreement, the vacation year is defined as January 1, to the following December 31.

- 11.3.1 Vacation will normally be taken in the calendar year in which it is earned and shall not be accumulated. The Company will make every effort to approve vacation as requested by employees, subject to business requirements. The Company may designate vacation periods to ensure the efficient operation of the Company's business at all times. In the event an employee has not scheduled vacation for the year, the Company may, in the interests of the wellbeing of the employee, designate vacation periods.

Management will normally respond to written vacation requests within one week of the employee's application.

- 11.3.2 Employees may not accumulate vacation credits, but they may carry over up to five days' vacation provided they use it in the following vacation year.
- 11.3.3 At the request of the employee, the Company may authorize carry over in excess of five days' vacation credits into the new vacation year, provided the vacation is taken in that vacation year. In order to avoid accumulation of vacation credits, unused, carried over vacation may be cashed out at management discretion.
- 11.3.4 Regular, full-time employees shall receive annual vacations with pay in accordance with the following provisions. For shift workers and employees working other variable work weeks, the equivalent shall be granted, based on an hourly conversion. Part-time employees vacation shall be prorated, based on their regular hours of work.

Years of Continuous Employment	Number of Vacation
---------------------------------------	---------------------------

	Days
One	Fifteen
Nine	Twenty
Fifteen	Twenty-five
Twenty-one	Twenty-six
Twenty-two	Twenty-seven
Twenty-three	Twenty-eight
Twenty-four	Twenty-nine
Twenty-five	Thirty

- 11.3.5 An employee who is absent without pay for thirty (30) days or more shall not accrue vacation allowance for the period of such absence. The reduced vacation allowed shall be calculated as follows and rounded to the nearest whole day:

Normal Vacation Allowance (Days)	$\frac{260 - \text{No. of Days not paid in Excess of 30 Days}}{260}$
---	--

- 11.3.6 For the purpose of this article, an employee is considered absent without pay when not in receipt of normal day's wages from the Company.
- 11.3.7 This vacation reduction will not affect an employee who is absent from work and in receipt of Workplace Safety and Insurance Benefits for a period of up to 12 months, or on pregnancy or parental leave, or while on approved Union Leave as provided in Clause 8.3.
- 11.3.8 In the event that an employee becomes ill while on vacation and is admitted to hospital or confined and under the care of a medical physician, the appropriate number of vacation leave credits may be converted to sick leave credits. Application for converting vacation credits to sick leave credits must be made by the employee immediately upon return to work and must be accompanied by the appropriate attending physician's certification. This certification will be provided at the employee's expense.

11.4 Sick Leave

The Company's sick leave plan is provided to regular employees as an insurance against loss of income when the employee must be absent from work for medical or health reasons, other than those payable under the Workplace Safety and Insurance Act. The Company and the Union wish to ensure the wellness and fitness for work of all employees. The parties will work together to facilitate an early return to work for employees who have been absent due to illness including, where possible and practical, temporary accommodation, consistent

with their functional abilities and medical authorization, to perform duties of a lesser or lighter nature.

11.4.1 Sick Leave Credits

- 11.4.1.1 Regular employees will accumulate sick leave credits at the rate of one and one half (1-1/2) days per month. In order to accumulate sick leave during any given month, the employee must work fifty per cent of the working days of that calendar month, unless the absence is by reason of paid sick leave, paid vacation leave, pregnancy or parental leave, or if the employee is in receipt of Workplace Safety and Insurance Benefits. If an employee is absent from work for a period of three months or more for reasons other than paid vacation leave, there will be no accumulation of sick leave credits.
- 11.4.1.2 Sick leave credits shall be accessible only after the employee has completed six months' continuous employment. Sick leave taken in the first six months of employment, or during the probationary period, will be without pay.
- 11.4.1.3 Employees will be provided with an annual statement of **their** sick leave credits, including the amount of the accumulated credit, and the number of days used in the reporting period of twelve months, and remaining balance.

11.4.2 Sick Leave Benefits

- 11.4.2.1 It is understood and agreed that sick leave benefits granted by the Company satisfy the rebate requirements outlined in the Employment Insurance Act, Section 64(4) and the Ontario Health Insurance Act.
- 11.4.2.2 To qualify for their usage of sick leave credits, an employee must:
 - a) be suffering from a bona fide illness that renders them unfit to perform their duties;
 - b) not be on probation;
 - c) advise **their** immediate supervisor of their illness and unavailability for work prior to their expected start time that day;
 - d) submit the appropriate attendance form, signed by the employee, to **their** immediate supervisor immediately upon return to work; and
 - e) upon request, submit to a medical examination by a qualified medical doctor designated by the Company. Such medical examinations will be at the expense of the Company.
- 11.4.2.3 The cost of medical certificates issued at the request of the

Company will be reimbursed to the employee at the standard rates set by the Ontario Medical Association. This includes driver's license medicals where a driver's license is a condition of employment, and all other medicals required by the Company.

11.5 Medical Appointments

11.5.1 Employees will make every effort to schedule medical and dental appointments outside their normal work hours. In the event it is not possible to do so, employees will make every effort to schedule such appointments at the beginning or end of their normal hours of work.

11.5.2 Employees will provide as much advance notice as possible to their immediate supervisor of the date and time of the appointment, and may use up to two hours to attend to a personal medical or dental appointment. The employee and **their** immediate supervisor will keep a record of such absences, up to a maximum of 16 hours per calendar year. When the total time used by the employee in one calendar year exceeds sixteen hours, the excess shall be recorded as sick leave and submitted to Human Resources. In addition, time used in excess of two hours per appointment will be recorded as sick leave and forwarded to Human Resources.

11.6 Family and Personal Emergency Leave

(Refer to *Letter of Understanding Re: Application of Articles 11.6 and 11.7 to Rotational Shift Workers Only* at page 56)

The Company recognizes that from time to time, an employee must be absent from work in order to deal with a personal or family emergency. Family and Personal Emergency Leave is intended to provide employees with the time necessary to stabilize the situation, so that they are able to return to work as soon as possible.

Employees may take up to five days with pay per year for this purpose. The time used will be deducted from the employee's sick leave credits.

Up to two of the five days may be used to attend scheduled medical or dental appointment(s) for an employee's **parent**, spouse or child provided that a minimum of 48 hours' notice of such an appointment is provided to the immediate supervisor.

11.7 Bereavement Leave

(Refer to *Letter of Understanding Re: Application of Articles 11.6 and 11.7 to Rotational Shift Workers Only* at page 56)

In the event of a death of a member of the employee's family, the Company recognizes employees need time away from work in order to travel to, assist with, and/or attend funeral arrangements, and to grieve their loved ones.

For the purposes of this clause, immediate family is defined as the father, mother (or

alternatively stepfather, stepmother, foster parent or former guardian of the employee), brother, sister, spouse, child or ward of the employee, father-in-law, mother-in-law, step-brother, step-sister, or relative permanently residing in the employee's household or with whom the employee permanently resides.

- 11.7.1 When a member of the employee's immediate family or a grandchild dies, and the employee attends the funeral, the employee will be provided bereavement leave with pay for a period of up to five consecutive working days, encompassing the day of the funeral. One of the working days may be taken at some later date, with the approval of Management, provided that the need is related to the death or bereavement.
- 11.7.2 An employee will be provided bereavement leave with pay for a period of up to four consecutive working days to attend the funeral of **their** grandparent.
- 11.7.3 An employee will be provided bereavement leave with pay for a period of up to three consecutive working days to attend the funeral of **their** son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece or nephew.
- 11.7.4 An employee will be provided bereavement leave with pay for one day to attend the funeral of **their** aunt or uncle, or the grandparent of **their** current spouse.
- 11.7.5 Bereavement leave for probationary employees will be determined as described in this article, but will be without pay.

11.8 Leave With or Without Pay for Other Reasons

A manager may grant, at **their** discretion and on a case-by-case basis:

- 11.8.1 Leave with pay when circumstances not directly attributable to the employee prevent **their** reporting for work or remaining at work.
- 11.8.2 Leave with or without pay for purposes other than those specified in this Agreement.

11.9 Time Off in Lieu of Payment of Overtime

Employees who work overtime may opt to bank, at the equivalent premium time rate, hours worked up to a maximum of the equivalent of one week, plus two days or 7 working days in one year, i.e., 56 hours for Category 1, 2 and 3 Workers, and 50.75 for Category 4 Workers.

Effective the date of signing, October 7, 2023, employees who work overtime may opt to bank, at the equivalent premium time rate, hours worked up to a maximum of the equivalent of one week, plus **three** days or **8** working days in one year, i.e., **64** hours for Category 1, 2 and 3 Workers, and **58** for Category 4 Workers.

Effective April 1, 2025, employees who work overtime may opt to bank, at the equivalent premium time rate, hours worked up to a maximum of the equivalent of one week, plus **four** days or **9** working days in one year, i.e., **72** hours for Category 1, 2 and 3 Workers, and **65.25** for Category 4 Workers.

Effective April 1, 2026, employees who work overtime may opt to bank, at the equivalent premium time rate, hours worked up to a maximum of the equivalent of **two weeks or ten** working days in one year, i.e., **80 hours** for Category 1, 2 and 3 Workers, and **72.5** for Category 4 Workers.

- 11.9.1 Banked lieu time may be used on an hour-by-hour basis. Utilization of lieu time must be requested in advance and is subject to approval of the employee's immediate supervisor, based on business requirements. Such requests will not be unreasonably denied.
- 11.9.2 Employees who work on the following recognized holidays; the one-half day on the last working day before Christmas Day or the one-half day on the last working day before New Year's Day, may bank and carry-over those hour(s) into the next calendar year. These banked hour(s) must be used by March 31st of that year otherwise they will be paid out as of that date.
- 11.9.3 Shift Workers working rotational shifts who work on a recognized holiday may have that specific time banked as lieu time, in addition to the above-mentioned **lieu bank limits in effect at the time the recognized holiday was worked**.
 - 11.9.3.1 Shift workers who bank the time in lieu on the following recognized holidays; one-half day on the last working day before Christmas Day, Christmas Day, Boxing Day, one-half day on the last working day before New Year's Day, will carry these days into the next calendar year. These banked days must be used by March 31st of that year otherwise they will be paid out as of that date.

11.10 Leave of Absence Without Pay

- 11.10.1 Requests for leave of absence without pay may be granted at the sole discretion of Management, considering the business needs of the Company, as well as the circumstances of the employee. Such leaves of absence may not be in excess of one year, and may be granted only after all vacation and lieu time credits have been exhausted. The employee's position will not be permanently filled during the approved leave of absence of twelve months or less.

11.10.2 Employees who are considering requesting a leave of absence without pay in excess of nine days are required to seek advice from Human Resources concerning their benefits.

11.11 Jury and Witness Duty

11.11.1 When an employee is required to serve as a Juror or Court Witness, and presents proof of such service and the amount of pay received, the Company shall pay an employee the difference between **their** normal earnings and the payment **they** received.

11.11.2 This provision does not include those instances where the employee is attending court as a result of a personal interest in a civil action. In such cases, the employee will utilize vacation, lieu time or leave without pay to attend court.

11.12 Pregnancy and Parental Leave

Regular employees on pregnancy leave approved for employment insurance benefits shall be entitled to receive a supplementary benefit top up to a maximum of 100% of their base wage for the one week EI waiting period.

For the balance of the pregnancy leave, regular employees in receipt of employment insurance benefits shall be entitled to receive a supplementary benefit top up to a maximum of 90% of base earnings from Hydro Ottawa up to a maximum period of fifteen weeks.

In order to receive this supplementary top up, employees must provide proof of EI benefit amount.

11.12.1 Parental Leave

Regular employees on parental leave approved for employment insurance benefits shall be entitled to receive a supplementary benefit top up to a maximum of 100% of their base wage for the one week EI waiting period.

Regular employees on parental leave approved for employment insurance benefits shall be entitled to receive a supplementary benefit top up to a maximum of 90% of their base wage up to a maximum of ten weeks.

In order to receive this supplementary top up, employees must provide proof of EI benefit amount.

Requests for pregnancy and parental leave must be presented in writing to **the employee's** immediate supervisor at least two (2) weeks prior to the proposed starting date of the leave and shall be granted in accordance with the pregnancy and parental leave provision of the Employment Standards Act.

11.13 Failure to Notify of Unplanned Absence

Employees must notify their immediate supervisor or their manager when they are unable to attend their regularly scheduled shift. Where circumstances are beyond the employee's control and **they are** unable to notify their immediate supervisor or manager in advance, such notice will be provided of the unexpected absence as soon as circumstances permit.

12.0 ASSIGNED WORK PLACE

(Refer to *Memorandum of Settlement in the matter of Grievance #2007-02, #2007-09 and #2008-09*, at page 45 & Clarification with respect to the *Memorandum of Settlement* at page 49).

The Company will assign employees to a regular workplace. The Company may assign an employee to another work location within the service territory for the purposes of work. In the event of a re-assignment, management will provide the employee with two weeks' notice for assignments of less than four weeks' duration, and with four weeks' notice for assignments of more than four weeks' duration. By mutual agreement the notice period may be waived or shortened. **The start date of the assignment may be extended at the discretion of management without issuing a fresh notice to the employee provided that the assignment starts within one (1) week from the date set out in the original notice for assignments of less than four weeks' duration or two (2) weeks from the start date set out in the original notice for assignments of more than four weeks' duration.**

When an employee is re-located to a newly assigned workplace, they will receive the following payment per working day up to a maximum of eight (8) weeks:

- if more than ten (10) kilometers from the former workplace, the employee will be paid ten dollars (\$10.00); or
- if more than twenty (20) kilometers from the former workplace, the employee will be paid fifteen dollars (\$15.00).

This payment will be paid in a lump sum following the re-assignment or at the end of the eight-week period, whichever is applicable.

The notice and payment set out above shall not apply in cases where the Company has reassigned an employee to another work location as part of a temporary or permanent accommodation; or in cases where the Company reassigns the employee to their previous regular workplace at the completion of an accommodation, **or in cases where the Company elects to reassign the employee in response to the employee's request.**

13.0 HOURS OF WORK

(Refer to *Letter of Understanding* at page 43)

The normal hours of operation for the Company are 06:00 hrs to 18:00 hrs, Monday to Friday.

Category 4 Workers will work an average of 36.25 hours per week, or an average of 72.5 hours every two weeks, within the normal hours of operation.

Category 1 and 2 Workers will work an average of 40 hours per week, or an average of 80 hours every two weeks, within the normal hours of operation.

Rotational Shift Workers (Category 3 Workers) will work an average of 40 hours per week, or an average of 80 hours every two weeks.

13.1 Shift Work

- 13.1.1 Streetlighters work 40 hours per week, or an average of 80 hours every two weeks, with a night shift to be scheduled between the hours of 18:00 hrs and 05:00 hrs. While working the night shift, Streetlighters will be paid the night shift differential.
- 13.1.2 In addition to this, the Company may choose to operate parts of the business twenty-four hours per day, seven days per week, staffing with rotational shift workers. It will not be mandatory for people who were regular employees on or prior to December 18, 2001, to work rotational shifts, unless they were already working in that capacity. Employees who otherwise would not be subject to rotational shifts, and who volunteered to work rotational shifts for a period of time, will continue to be exempt from the requirement to work rotational shifts.
- 13.1.3 The following are recognized criteria of an acceptable rotating shift schedule:
 - 13.1.3.1 The posted schedule will equitably rotate among all shift workers.
 - 13.1.3.2 The posted schedule will follow a repeating pattern so that it is easily understood.
 - 13.1.3.3 The posted schedule will provide for a minimum of 48 hours off between each sequence of shifts, the maximum number of consecutive night shifts to be worked will be three (3) and the maximum number of consecutive day shifts shall be four (4).
 - 13.1.3.4 The content, preparation, posting and administration of shift schedules is the sole responsibility of the Company. The Company will consult with the Union prior to the introduction of a new shift schedule.

13.1.4 Notice of Change in Shift

13.1.4.1 The Company will provide seven calendar days' notice for a temporary change in shift. A shorter notice period may be used when overtime rates are paid.

13.1.4.2 The Company will provide three months' notice for a permanent change in shift. The notice period may be shorter upon mutual agreement between the employee and **their** immediate supervisor.

13.1.4.3 Shift schedules will be distributed six months in advance.

13.1.5 Shift Differential

13.1.5.1 **Effective date of signing, October 7, 2023**, a shift differential will be paid to shift workers and to the Streetlight Night Patrol working between 18:00 and 05:00 hrs for the actual hours worked on the following shifts:

Days	Monday to Friday 7:00am to 7:00pm	\$ 1.41 per hr
Nights	Sunday to Thursday 7:00pm to 7:00am	\$ 4.00 per hr
Weekends	Friday 7:00pm to Sunday 7:00pm	\$ 7.00 per hr

Effective April 1, 2024, a shift differential will be paid to shift workers and to the Streetlight Night Patrol working between 18:00 and 05:00 hrs for the actual hours worked on the following shifts:

Days	Monday to Friday 7:00am to 7:00pm	\$ 1.41 per hr
Nights	Sunday to Thursday 7:00pm to 7:00am	\$ 4.25 per hr
Weekends	Friday 7:00pm to Sunday 7:00pm	\$ 7.00 per hr

Effective April 1, 2025, a shift differential will be paid to shift workers and to the Streetlight Night Patrol working between 18:00 and 05:00 hrs for the actual hours worked on the following shifts:

Days	Monday to Friday 7:00am to 7:00pm	\$ 1.41 per hr
Nights	Sunday to Thursday 7:00pm to 7:00am	\$ 4.50 per hr
Weekends	Friday 7:00pm to Sunday 7:00pm	\$ 7.00 per hr

Effective April 1, 2026, a shift differential will be paid to shift workers and to the Streetlight Night Patrol working between 18:00 and 05:00 hrs for the actual hours worked on the following shifts:

Days	Monday to Friday 7:00am to 7:00pm	\$ 1.41 per hr
Nights	Sunday to Thursday 7:00pm to 7:00am	\$ 4.75 per hr
Weekends	Friday 7:00pm to Sunday 7:00pm	\$ 7.00 per hr

Shift differentials will be paid in accordance with the appropriate shift categories to coincide with the actual hours worked. For example, Dispatchers working a 14:00 hrs to 24:00 hrs shift will receive a shift differential based on Days for the actual hours worked from 14:00 hrs to 19:00 hrs and based on Nights for the actual hours worked from 19:00 hrs to 24:00 hrs.

13.1.5.2 Shift differential will not be paid when employees are on overtime rates.

13.1.5.3 The night or weekend shift differential will not be paid when shift workers are absent from work on sick leave, family and personal emergency leave, bereavement leave or vacation, rather, the day shift differential will be paid.

13.1.6 When a shift starts before midnight and continues after midnight, all hours during the continuous shift shall, for pay and time balance purposes, be recorded and treated as if they occurred during the calendar day in which the shift ends.

13.2 Flexible Hours of Work

Subject to clause 13.0, regular hours of work will be set for each employee. The hours of work will be mutually agreed between the supervisor and the employee, taking into consideration the operational needs of the work unit and the personal needs of the employee.

13.2.1 In the event that the employee and **their** supervisor cannot reach a mutual agreement on flexible hours of work, there will be a default start time. The default start times are:

- for Category 1 and 2 Workers, 07:30 hrs;
- for Category 4 Workers it is 08:00; and,
- for Streetlight night shift 18:00 hrs.

13.2.2 Rotational shift workers are excluded from flexible hours of work due to the operational requirements of their business units.

13.3 Lunch Periods

Lunch periods may be longer than shown below provided the Supervisor receives and approves such requests in advance. The difference in time shall be made up at either the beginning or the end of the employee's regular work day.

13.3.1 Lunch Periods for Category 1 Workers

Category 1 Workers who are assigned to a regular workplace and regularly perform duties away from the regular workplace shall take their lunch period on the job site with pay at straight time. The lunch period will not exceed 30 minutes and the normal work day shall cease 30 minutes early.

In some instances lunch breaks on the job site may not be practical. By mutual agreement of the immediate supervisor and the employees, a crew may elect to take an unpaid lunch break of thirty (30) minutes exclusive of no more than thirty (30) minutes travel time and the work day will be extended by thirty (30) minutes.

13.3.2 Lunch Periods Category 2 Workers

Category 2 Workers who are assigned to a regular workplace and do not regularly perform duties away from the regular workplace shall have an unpaid lunch period of not less than 30 minutes, and not more than 60 minutes.

13.3.3 Lunch Periods for Rotational Shift Workers (Category 3 Workers)

For Rotational Shift Workers, a 30 minute paid lunch period will be provided and taken on the job.

13.3.4 Lunch Periods for Category 4 Workers

Lunch periods will be unpaid, shall not be less than 30 minutes and not more than 60 minutes which will be scheduled according to business needs. Normally the break shall be taken as close to the middle of an employee's regular scheduled work day as practical.

13.4 Overtime

All overtime will be paid at double time, that is, double the hourly wage of the employee. All overtime work must be authorized by the Company. Employees may opt to bank overtime as time-in-lieu of overtime paid, subject to the provisions of article 11.9. Time-in lieu of overtime paid must be used in the calendar year in which it is earned. Unused portions will be paid out on December 31 of each year at the rate at which it was earned except as outlined in article 11.9.3.1.

13.4.1 Meal Allowance When Working Overtime

The meal allowance is \$14.50.

Effective the date of signing, October 7, 2023, the meal allowance is \$15.00.

Effective April 1, 2024, the meal allowance is \$16.00.

Effective April 1, 2025, the meal allowance is \$17.00.

Effective April 1, 2026, the meal allowance is \$18.00.

13.4.1.1 Every employee who has worked two hours overtime immediately after **their** normal working day will be supplied with a meal, or a meal allowance. There will be a 30-minute paid break after the initial two hours provided the employee is scheduled to resume work after the break.

Subsequent to the above, a meal, or meal allowance with a 30-minute paid break, will be provided at each four-hour interval.

13.4.1.2 For planned overtime, a meal or meal allowance will not be provided for the first 7.25 or 8 hours of work. There will however be one 30-minute paid break during the first 7.25 or 8 hours of work.

Subsequent to the above, there will be a meal, or meal allowance with a 30-minute paid break after the initial 7.25 or 8 hours provided the employee is scheduled to resume work after the break, and will be provided at each four-hour interval thereafter.

If planned overtime starts before 06:00 hrs, employees will be provided with one meal, or meal allowance.

- 13.4.1.3 If employees are called in on emergency overtime and it is more than thirty minutes prior to their regular start time, then two meals, or meal allowances will be provided.

Every employee called in for emergency overtime shall be provided with a meal or meal allowance at four-hour intervals. A thirty-minute paid break will be included in each four-hour interval.

13.4.2 Rest Periods for Employees When Working Overtime

When required to work overtime between 23:00 hrs and 03:00 hrs, employees will be permitted a rest period for the first half of their regular working hours or 9 hours, whichever is greater. When such overtime extends beyond 03:00 hrs, the rest period permitted will be for the remainder of the work day or 8 hours, whichever is greater. Should the rest period fall during the employee's regular working hours, the employee shall be paid the applicable straight time rate for those hours.

13.4.3 Planned Overtime

The company will provide as much notice as possible to employees when overtime is required. The minimum notice period is 48 hours. The employee and **their** supervisor may mutually agree to a shorter notice period.

Overtime that is a continuation of the day stays with the employee or crew and is not distributed to other employees on the **principal** list(s). In the case of emergency overtime, employees may request relief. Relief will be provided from the on-call list.

Employees will indicate on an annual basis their willingness to work planned overtime. In the event there are insufficient employees who volunteer for the planned overtime, and once the planned overtime list has been exhausted, then employees will be required to work planned overtime in reverse order of seniority subject to equitable distribution.

Planned overtime/overtime opportunities is to be distributed as equitably as practical among qualified employees by job classification following this process:

1. The Supervisor or their designate will be responsible for the Planned Overtime and shall determine the requirements for the work i.e. the number of hours, the

number of personnel and the number of specific personnel from the crew required to ensure safety, consistency and continuity of work.

2. Planned overtime will be distributed to qualified employees on the **principal** (lists) subject to the requirement of the Supervisor as per item (1) above to provide sufficient personnel with direct knowledge of the job to ensure safety, consistency and continuity of the work.
3. A **principal** list by job classification will be created to track opportunities for planned overtime.
4. All overtime with the exception of “on call” overtime will be considered in determining the equitable distribution of overtime.
5. For the purposes of determining equitable distribution of overtime all overtime will be tracked and accumulated from February 1, 2005 forward. The Supervisor or their designates will update their **principal** list of planned overtime as it is completed.
6. The **principal** lists will be posted in each section by job classification.
7. When administering planned overtime each Supervisor will verify who the appropriate employees are by referencing the **principal** list.

Reason	Legend
On-Call	O/C
Street Light Patrol	SL/P
Holidays	HOL
Sick Leave	S/L
Light Duty	L/D
WSIB	WSIB
Training	TRN
Family Leave	F/L
Parental Leave	P/L
Absent Without Pay	AWP
Other Approved Leave	O/L

8. Employees that fall into the above criteria will be deemed as being unavailable for planned overtime and will be bypassed for the next available appropriate employee. The **Principal** Lists will be updated to reflect why they were bypassed using the above abbreviations and will not be charged the time.
9. A reasonable effort will be made to contact the employee and when an employee is contacted, **they** must accept or decline the overtime. If the employee is not

reachable, **they** will be bypassed and will not be charged for hours worked. If the employee declines, the employee will be charged with the actual overtime hours worked. If the employee accepts the overtime, **they** must either work it or find a replacement suitable to management. In the latter instance, both employees will be charged for the actual hours worked.

10. The hours worked on Planned Overtime will be charged to the selected employees and the replacement workers. This will be shown on the **Principal Lists**.

11. In the event an employee is scheduled to work planned overtime and subsequently that planned overtime is cancelled within three hours of the planned start time, the employee shall be paid minimum call out.

13.5 On Call

The Company will determine in advance the employees required to be available on call from the first scheduled working hour on Wednesday to the first scheduled working hour on the following Wednesday. The names of those required to be on call will be posted in advance. Assignment to the on-call list will be distributed as equitably as possible amongst qualified employees.

Employees are required to report to work within sixty minutes from the time the call is received.

The appropriate employees on call will be employed for emergencies which occur outside regular working hours and the work for which cannot be completed by employees already at work. Should any additional help be required, then additional employees may be called.

Substitutions for on call duty are permissible provided the Supervisor is informed in advance and agrees to the substitution.

13.5.1 On Call Allowance

(Refer to *Letter of Understanding* found at page 44)

The on call allowance is \$245.00 per week, plus \$25 for recognized holidays.

Effective date of signing, October 7, 2023, the on call allowance is \$245.00 per week, plus **\$30** for recognized holidays.

Effective April 1, 2024, the on call allowance is **\$255.00** per week, plus \$30 for recognized holidays.

Effective April 1, 2025, the on call allowance is \$255.00 per week, plus **\$35** for recognized holidays.

Effective April 1, 2026, the on call allowance is **\$265.00** per week, plus \$35 for recognized holidays.

13.6 Call Out

When an employee who is called out within three hours of a previous call out, the work will be considered continuous and paid at the overtime rate.

When an employee receives a call within one hour after the end of **their** normal workday, the work shall be considered continuous and paid at the overtime rate.

Employees who report directly to the job site will be paid from the time the call is received until the time they return home. Employees who must report to the work center before reporting to the job site will be paid from the time that they report to the work center until the time they return to the work center.

13.6.1 Minimum Call Out

An on call employee who is called out to work outside **their** regularly scheduled hours shall be paid a minimum of three hours' pay at straight time or all hours worked at overtime rates, whichever is greater.

Employees who are not on call but who are called out will receive a minimum of four hours' pay at straight time or for all hours worked at overtime rates, whichever is higher.

14.0 OUTSIDE EMPLOYEES WORKING IN INCLEMENT WEATHER

Except for emergency situations, and in order to ensure safe working conditions, during inclement weather outside employees shall be provided with sheltered work or stand-by time at straight time. Inclement weather includes extreme rain, heat, snow, wind or cold. The decision as to whether these conditions exists, rests with the person in charge of the job site taking into consideration the guidelines for inclement weather published by the Canadian Centre for Occupational Health & Safety, as amended from time to time.

15.0 TEMPORARY EMPLOYEES

The duration of the specified period of employment for temporary employees may be up to twelve months, and may be extended for a period of up to twelve additional months, based on business requirements.

Temporary employees are on probation for the duration of their employment. Temporary employees hired as full-time employees in the same position as their temporary employment shall be on probation for no longer than six months inclusive of their time as a temporary employee.

Temporary employees whose initial term of employment is two weeks or more will become members of the bargaining unit upon appointment, and will pay union dues and will be covered by the provisions of this collective agreement, except the following: seniority, leave, workers' compensation supplement, and boot and clothing allowance. Temporary employees will not participate in insured benefit plans; however, at the start of the thirteenth month of continuous employment, the temporary employee will be treated as a regular employee only for the purposes of enrolment in medical and hospital plans (except out of country coverage). They will not have recourse to the grievance and arbitration procedure for termination at the end of their term or upon

completion of the job; nor where, in the opinion of management, the employee is not suitable for further employment with the Company.

In the event a temporary employee becomes a regular employee with no break in employment, **their** period of temporary employment shall be considered to have been continuous for the purposes of seniority, vacation entitlement under Article 11.3.4*, continuous service and pay progression.

**Applicable only to temporary employees who become regular employees on or after the date of signing, August 31, 2021.*

Once a temporary employee completes 24 months of continuous employment as a temporary employee they must have a minimum break in service of at least four months before they are able to be employed again in a temporary position.

16.0 PROBATION

Employees hired on an on-going basis will be on probation for six months from the initial date of hire. These probationary employees will become regular employees upon successful completion of their probationary period.

During the probationary period, probationary employees shall be entitled to all rights and privileges of this agreement except the benefit plans and except with respect to discharge.

Probationary employees may be terminated at any time during their probationary period for cause at management discretion, and without recourse to the grievance procedure.

Extension of an employee's probationary period to a maximum total period of nine months may be implemented as necessary at management discretion. In such cases, management will notify the Union of its decision.

When an employee is on probation as a result of filling an internal vacancy and is found to be unsuitable for the position, the employee shall be returned to their former position, or an equivalent position for which they are qualified at or before the end of the probation period.

A temporary employee who is hired as a full-time employee in the same position, with no break in service, will have such temporary service count as part of **their** probationary period.

A temporary employee who is hired as a full-time employee in a different position, with no break in service, will have such temporary service count as part of **their** probationary period only for the purpose of benefits eligibility. Notwithstanding this eligibility for benefits, the employee must still serve a full 6 month probationary period in the different position.

17.0 STAFFING VACANCIES

When staffing vacancies within the bargaining group, preference will be given to qualified regular employees of the Company. All permanent vacancies, including newly created jobs, will be posted at all work centers for a period of **six** working days. In order to be considered, applications must be received in writing **via Hydro Ottawa's HRIS and within the time indicated on the job posting**, and must indicate the degree to which the candidate meets the stated requirement for the position.

17.1 Selection

In assessing candidates who have applied for internal posted vacancies, selection shall be made from amongst those qualified for the position. The candidate(s) who is best qualified and most closely meets the requirements for the position shall be selected. Where two or more qualified candidates are relatively equal, the employee with the most seniority shall take precedence.

17.2 Transfer to a Recognized Apprenticeship Program

From time to time an employee may enter a certified and/or recognized Company apprenticeship program. In such cases, the employee's competencies will be assessed against those established for the new trade and a determination will be made of the appropriate rate of pay. A joint union-management committee will do the assessment. Where the employee is currently being paid more than the appropriate rate of pay, **their** rate of pay will be frozen until such time as a further assessment of **their** training and experience warrants a move to the next highest progression step in the range.

18.0 ACTING PAY

1. When an employee is temporarily assigned to a classification in the Collective Agreement that is a position with a higher maximum pay level than the employee's permanent position, the employee shall be paid the highest wage rate applicable to the position that the employee is assigned to. Such acting pay rate shall be no greater than 10% of the employee's regular pay rate.
2. Employees temporarily assigned to another classification shall be entitled to all applicable wage progression increases that would occur if the employee remained in the employee's permanent position.
3. Employees temporarily assigned to a Management position shall be paid 10% above their base rate of pay or the minimum rate of the assigned position, whichever is greater.

18.1 Responsibility Pay (Former Lead Hand Pay)

When 2 or more employees work together on a job or project as a team or crew, without supervision for periods of 2 hours or greater, and when an employee is required by

management to exercise responsibility over and/or leadership of such employees, management will assign a responsible employee.

An employee temporarily assigned responsibility for a crew or team shall be entitled to a responsibility pay premium of 10% of their normal pay rate for all hours worked. This rate shall be paid in addition to the employee's regular pay and be paid in addition to shift differential and overtime rates where applicable.

Responsibility pay is applicable only when the team/crew is not under supervision.

Responsibilities, which must be performed where applicable, include but are not limited to:

- a) Responsibility for the job site or project;
- b) Ensuring that safety procedures are followed;
- c) Ensuring that appropriate company rules, policies, standards and procedures are followed;
- d) Ensuring that circle check is done prior to using company vehicles and that CVOR and other paper work is in place;
- e) Ensuring that appropriate standards of "housekeeping" are maintained;
- f) Overseeing tailboard conferences;
- g) Ensuring that the team/crew follows the project design and/or specified work schedule;
- h) Ensuring completion of necessary documentation such as timesheets, OTO's, work protection forms, etc.;
- i) Ensuring availability of appropriate material;
- j) Is responsible for coaching, training, providing technical support/knowledge to employees at the same position and grade level;

Responsibility pay will be paid only after the first two hours and will be a minimum of four hours' pay.

19.0 PROGRESSION

Progression through the pay scales will occur as follows:

For employees who are participating in a certified and/or recognized apprenticeship program with the Company, progression will be linked directly to the employee's achievement of training milestones and **their** ability to demonstrate the required competencies for each level. In addition, they will not achieve the maximum rate of pay for the position until they have received the appropriate journeypersons' certification.

For other employees who are hired at the minimum of the range (i.e., step 1), the first progression will be provided upon successful completion of the probationary period (i.e., step 2). Employees will be eligible for subsequent progressions within the range annually from the anniversary of the completion of the probationary period, subject to continued satisfactory performance.

Employees who are not in apprenticeship programs and who are not hired at the minimum of the

range will be eligible for progressions within the range annually from the anniversary date of their date of appointment to the position, subject to continued satisfactory performance.

20.0 RECLASSIFICATION

When an employee's position is reclassified to a higher level and the employee is sufficiently qualified to perform the duties, the employee's rate of pay shall be adjusted to the step within the new range which is closest to, but higher than, the employee's current rate of pay.

When an employee's position is reclassified to a lower level, the employee may retain the position and be red-circled until such time as **they are** appointed by the Company to a position at the same rate of pay for which they are qualified.

Employees may request a review of their job when significant changes have been made to their duties.

When the duties of a position are changed significantly, the job will be deemed to be a new job and the provisions for staffing vacancies will apply. The provisions of clause 23.0, Employment Security, will apply to the employee.

21.0 CONTRACTING OUT

Hydro Ottawa may contract out work; the performance of work by outside contractors will not cause any employee covered by the terms of this agreement to be temporarily or permanently laid off.

No employee will be laid off while a contractor is engaged to perform the work normally and regularly performed by such employee.

No contractor shall be engaged to perform the work of an employee that is on temporary lay-off.

Notwithstanding the above, an employee whose job is eliminated because of contracting out may request to be laid off.

However, where the work assigned to the contractor is not work that employees of the company perform, there is no limitation under this agreement on the continuation of such work by the contractors.

22.0 ORGANIZATIONAL OR TECHNOLOGICAL CHANGE

22.1 When the Employer is proposing the introduction or implementation of technological or organizational change which may result in regular employees being declared surplus/redundant, the Employer agrees to notify the Union when its intentions are known and to update such information as new developments arise and modifications are made. Such notice shall be six (6) months in advance.

22.2 (a) Placement into an equal or lower level position

The incumbent in any position which has been declared surplus/redundant, as a result of organizational or technological change, shall be placed in a vacancy (if one exists) in which **they are** interested and for which **they have** the qualifications and ability actually required to perform the normal duties of the position. In such cases, it is recognized there may be a period of familiarization of up to four (4) to six (6) weeks. Such employee shall be placed in the vacant position without competition. Employees shall have priority rights to vacancies for permanent positions under this clause for six (6) months from the date the employee is notified of the potential redundancy.

Should the position into which the employee is placed be at a lower level than the one previously held by the employee, the employee will continue to have priority rights to be considered for vacancies at the previous level for a period of 12 months from the date that the employee is placed into the lower level position.

(b) Temporary Assignment

It is understood that redundant employees will also be considered for temporary vacancies which may occur so as best to ensure their placement into vacant permanent positions in accordance with this clause. Where no permanent positions are available and an employee accepts or is placed into a temporary assignment, they will continue to have priority rights for vacancies for which **they are** interested and for which **they have** the qualifications and ability actually required to perform the normal duties of the position. However, the period of the temporary assignment shall extend the six (6) month priority job search time frame set out in this clause for the duration of the temporary assignment up to a combined maximum of 12 months.

(c) Placement into a Higher Level Position

Generally, the parties acknowledge and agree that redundant employees' priority placement to vacancies relates to positions which become available and are equivalent or comparable in terms of compensation level. However, the parties further acknowledge and agree that there are exceptional cases where vacancies may arise at a higher compensation level for which the employee has the qualifications and ability actually required to perform the normal duties of the position within a familiarization period of up to four to six (4-6) weeks. In such cases, if after attempting to staff the position through the normal staffing process the position remains vacant, such employee shall be placed in this position without competition. However, if within a ninety calendar day time frame, should the employee find the work unsuitable or the Employer find the employee unsuitable or incapable of performing the work of the position, the employee shall be removed from the position and shall be entitled to further consideration under clause 22.2 (a) and such period of placement into the higher level position shall be treated as if it was a temporary assignment in accordance with the provisions of that clause.

(d) Retraining

If a vacancy exists for which the employee can be retrained by the Employer within a period of six (6) months, the Employer shall offer such retraining to the employee for the position. This option shall be subject to the agreement of the employee.

- 22.3** If no placement is possible under Clause 22.2, and the Employer determines within a further period of three (3) months, that a vacancy exists for which the employee has the qualifications and ability actually required to perform the normal duties of the position such that they would be deemed to be “job ready” to perform the normal duties of the position within a familiarization period of four to six (4-6) weeks, then the Employer may place the employee in such vacancy, without competition for the four to six (4-6) week familiarization period, without the agreement of the employee.

If no such vacancy exists, or if at the end of the four to six week (4-6) week familiarization period, should the employee demonstrate that the work is unsuitable or the Employer find the employee unsuitable or incapable of performing the work of the position, the employee shall be afforded the remaining rights or entitlements set out in Article 23 – Employment Security.

23.0 EMPLOYMENT SECURITY

23.1 Assignment of Employees Facing Potential Lay-Off

a) Vacant Positions

In the event of a potential lay-off, the Company may assign or appoint the employee to a vacant position, or to a position occupied by a temporary employee, which has the same maximum rate of pay and for which the employee is qualified with minimal retraining. The employee may refuse such an assignment or appointment if the hours of work are different than those of the position from which **they are** being laid off.

In the event a temporary employee is displaced under this article, **they** may be placed into another temporary situation within the Company, or **their** employment may be terminated early, at the discretion of the Company.

Where the Company does not offer an assignment or appointment to a position with the same maximum rate of pay, the employee may choose to be laid off, or **they** may choose to be considered for vacancies for which **they are** qualified with minimal retraining, and which are at the same or lower maximum rates of pay.

If the employee chooses to be considered for vacancies for which **they are** qualified and which have a lower maximum rate of pay, the employee will receive preferential consideration for those positions, in that the requirement to post notice of the vacancy will be waived.

b) Bumping

An employee who does not opt for lay-off, is not assigned other duties, and is not

appointed into a vacant position, may choose to bump another employee who is at the same or lower maximum rate of pay, provided **they are** capable of performing all the duties of the position with a minimal amount of retraining. In this case, the employee who is bumped will become subject to the provisions of article 23.0 Employment Security.

Bumping will be within the employee's department first. Other departments may be considered if there are no suitable positions within the employee's Department.

c) Rate of Pay

When an employee who is facing lay-off is appointed to, or bumps into, a position with a lower maximum rate of pay, the employee's salary will be within the range of the new position at the step that is closest to but not lower than, **their** current salary. However, the new rate of pay may not exceed the maximum rate for the position.

23.2 Lay Off

When an employee's position is eliminated for reasons other than contracting out, and the employee is not appointed to another position, the employee may be laid off. Lay off will be in reverse order of bargaining unit seniority, with the most junior employee to be laid off first.

Before being permanently laid-off, employees will be considered to be temporarily laid off and will have their names placed on a recall list for a period of up to 12 months. If the temporarily laid-off employee has not been appointed to a position within the Company within the 12 months, **they** will be permanently laid off.

Employees may forego temporary lay-off and having their names placed on the recall list by requesting permanent lay-off. In such cases, their employment with the Company will be permanently severed.

23.3 Recall

Recall will be in the reverse order of layoff, i.e., the last employee laid off will be the first recalled.

No new employees will be hired in a bargaining unit position until those laid off have been offered recall to positions for which they are qualified and available, and which are at the same or lower maximum rate of pay than the last position they occupied prior to layoff.

While on the recall list, employees will be recalled for assignments or appointment to vacant positions at the same or lower level for which they are qualified. In such cases, the requirement to post notice of the vacancy will be waived.

Should the position from which the employee was laid off become available within 12 months

from the lay-off date, **they** will be offered the position.

Employees who are temporarily laid-off and whose names are on the recall list will be eligible to apply for vacant positions which are at a higher maximum rate of pay than the position they last occupied within the Company, and which are posted under clause 17.0.

23.4 Permanent Lay Off Severance

In the event of a permanent lay off affected regular employees will be provided with the applicable severance package shown below based on continuous service.

- i. One (1) year but less than three (3) years of service – two (2) months;
- ii. Three (3) years but less than five (5) years of service – three (3) months;
- iii. Five (5) years but less than ten (10) years of service – four and one-half (4 ½) months;
- iv. Ten (10) years but less than sixteen (16) years of service – seven (7) months;
- v. Sixteen (16) years but less than twenty (20) years of service – ten (10) months;
- vi. Twenty (20) years but less than twenty-five (25) years of service – fourteen (14) months
- vii. Twenty-five (25) or more years of service – eighteen (18) months.

24.0 OCCUPATIONAL HEALTH AND SAFETY

24.1 Occupational Health and Safety Committee

The Company and the Union agree to participate in a joint occupational Health and Safety Committee. Representation on this committee will be joint and equal.

24.2 Safety Clothing and Other Personal Protective Equipment

Suitable clothing should be worn in the workplace to protect workers from all safety hazards associated with their type of work.

Workers shall wear suitable clothing, eye protection, hand protection, head gear and footwear that is appropriate and in a condition so as to afford them adequate protection from any exposure to accidental and unavoidable hazards.

Clothing, eye protection, hand protection, headgear and footwear worn by employees must meet the safety standards and specifications set forth by the Company. Failure to do so will be considered a serious breach of conduct.

24.2.1 Gloves

The Company will issue leather gloves to all workers who require them in their jobs. New employees will be supplied with two pairs of leather gloves and one pair of three-finger winter gloves with liners. Gloves will be replaced on an exchange basis due to wear or defects.

24.2.2 Prescription Safety Glasses

The Company will pay for prescription safety glasses and their replacement and/or repair on an as-required basis. Damaged or worn out glasses shall be shown to the supervisor prior to replacement. Such glasses must meet the safety standard set forth by the Company.

24.2.3 Footwear and Clothing

Employees who require safety footwear will be provided an annual allowance of \$295.00 effective April 1, 2016.

Effective date of signing, October 7, 2023, the annual allowance is \$300.00.

Effective April 1, 2025, the annual allowance is \$305.00.

Flame resistant clothing will continue to be provided to employees who are required to wear such clothing as listed in Appendix "C".

24.3 Workplace Safety and Insurance Benefit

The parties agree that rehabilitation and modified work are beneficial to both the employee and the Company, and will do everything reasonable to ensure an early return to gain full employment in the pre-injury job or in modified work, consistent with the worker's functional abilities and subject to Workplace Safety and Insurance Board (WSIB) requirements.

All employees on a work related injury, illness or accident, approved and compensated by the WSIB shall be paid no more and no less than their normal straight time rate for a maximum period of one calendar year.

Employees who continue to be on an approved absence for a work related injury, illness or accident or on modified work duties for more than ninety calendar days, will, with the approval of WSIB, receive a salary based on a weekly average of their previous years' income. This shall be payable on the ninety-first (91st) calendar day and will continue to a maximum period of one calendar year from the date of the injury, illness or accident.

Any wage or salary benefit received from the WSIB shall become property of the Company, and any monies received by an employee as wage or salary benefits directly from the WSIB shall be remitted to the Company.

In recognition of the process required to maintain employees' wages while on an approved work related injury, illness or accident, the parties recognize that an employee receiving WSIB benefits may be eligible for a tax advantage at the end of the year under the Income Tax Act, the Canada Pension Act and the Employment Insurance Act, or other legislation. The amount of the tax advantage paid to the employee is payable to the Company.

If the WSIB approves a salary benefit payment that results in the Company receiving a greater salary benefit repayment than the normal net straight time rate pay to the employee during the ninety day qualifying period as specified above, then the Company shall pay the employee at least the amount received by the WSIB, excluding the non-statutory deduction.

All conditions relating to the requirements of this article shall be applied in each case on a “per injury” basis.

24.4 Injury On Duty

All injuries which occur in the performance of duties and/or while on Company business, or any accidents involving Company property, must be reported immediately to the immediate supervisor and an incident or accident report must be submitted as soon as possible thereafter.

24.5 Injury/Illness Off Duty

Any employee who is unable to perform the duties of **their** regular position due to injury or other illness, as determined by the Company and supported by medical opinion, may be assigned or appointed to a position at the same or lower maximum rate of pay provided the employee is qualified and the position is vacant and available. Such appointments will be without regard to seniority provisions and the requirement to post the vacancy shall be waived.

The new rate of pay for the selected position will take effect when the employee is appointed to the duties of the new position.

For the purposes of calculating continuous employment, employees who are injured in their capacity as volunteer firefighters will not be considered to have had a break in service for their period of recovery, nor will they be terminated from employment as a direct result of those injuries for a period consistent with that of the long-term disability occupation period.

25.0 WAGES

25.1 Frequency of Pay

All employees will be paid on a bi-weekly basis, through direct deposit.

Employees, upon giving a minimum of two weeks’ notice, will receive, on the last scheduled pay day preceding commencement of their annual vacation, any pay which may fall due during the period of their vacation. Such advances to be available only if the vacation period is two weeks or greater.

25.2 Change of Personal Information

Employees are required to ensure their personal information is updated at all times in Hydro Ottawa’s HRIS. This includes but is not limited to personal contact

information including at least one personal contact telephone number (home or mobile), emergency contact(s), any change in address or banking information, changes to family status and dependents, or changes to beneficiary.

25.3 Wage Scales

Attached as Appendix "A" are the wage scales for all employees.

Attached as Appendix "B" are the current job classifications/titles within the bargaining unit by Category. Appendix B will in no way be interpreted as a guarantee that any particular job classification/ title/Category will be a continuing requirement or preclude the Employer from establishing new job classifications/titles. In addition to this, the Company may choose to operate parts of the business twenty-four hours per day, seven days per week, staffing with rotational shift workers subject to clause 13.1.2, and shall not be precluded from doing so by this Appendix.

Appendix B will in no way be interpreted in a manner which limits the employer's exclusive right and power to manage its business and plan and direct its work force.

26.0 BENEFITS

26.1 Medical and Hospital Plans

The company will pay 100% of the premium for regular employees in receipt of monies through payroll for enrolment in the group medical and extended health care plans, as mutually agreed to between the parties.

When an Employee is absent from work due to illness and not in receipt of monies from payroll but in receipt of EI Sickness Benefits (maximum of 15 weeks), the Company will continue to remit the employer's share of premium contributions for Group Medical and Extended Health Care, Dental, Long Term Disability and Group Insurance Plans for the period in which the employee is in receipt of EI Sickness Benefits, provided that the employee remits payment for the employee's share of premium payments. Employees must provide proof of receipt of EI benefits.

26.2 Vision Care

All regular employees will be enrolled in a vision care plan as mutually agreed to by the parties, with 100% of the premiums to be paid by the employer up to a maximum of \$425 per twenty-four month period.

Effective date of signing, October 7, 2023, up to a maximum of **\$450** per twenty-four month period.

Effective April 1, 2024, up to a maximum of **\$475** per twenty-four month period.

Effective April 1, 2025, up to a maximum of **\$500** per twenty-four month period.

Effective April 1, 2026, up to a maximum of **\$525** per twenty-four month period.

Eye examination coverage every 24 consecutive months based on reasonable and customary charges to a maximum of \$120.

Effective date of signing, October 7, 2023, Eye examination coverage every 24 consecutive months based on reasonable and customary charges to a maximum of **\$125**.

Effective April 1, 2024, Eye examination coverage every 24 consecutive months based on reasonable and customary charges to a maximum of **\$130**.

Effective April 1, 2025, Eye examination coverage every 24 consecutive months based on reasonable and customary charges to a maximum of **\$135**.

Effective April 1, 2026, Eye examination coverage every 24 consecutive months based on reasonable and customary charges to a maximum of **\$140**.

26.3 Dental Plan

All regular employees will be enrolled in the dental plan mutually agreed to by the parties, with the premiums shared on a 90% employer, 10% employee basis, with a one-year lag in the Ontario Dental Association Fee Guide.

The plan will provide coverage for orthodontic services at 50% reimbursement of eligible expenses, to a lifetime maximum of \$3,000 per person.

Effective date of signing, October 7, 2023, The plan will provide coverage for orthodontic services at 50% reimbursement of eligible expenses, to a lifetime maximum of **\$3,500** per person.

Effective April 1, 2026, The plan will provide coverage for orthodontic services at 50% reimbursement of eligible expenses, to a lifetime maximum of **\$4000** per person.

Coverage for major restorative services will be provided at 50% reimbursement of eligible expenses to a \$2,260 per person annual maximum effective April 1, 2016.

26.4 Long-Term Disability

All regular employees will be enrolled in a Long-Term Disability Plan with 100% of the premiums paid by the employer.

Coverage of 67% of pre-disability earnings to a maximum of Grade 7, with a waiting period of 180 days, will be provided.

Payment for benefits will continue for employees in receipt of WSIB benefits in accordance

with Article 24.3.

In the event an employee is absent without pay for any reason for a period in excess of twelve months, the employer's share of benefit costs will be reduced on a pro-rated basis as follows:

$\text{Employer Share} = \frac{\text{number of days paid in the month}}{22 \text{ working days}} \times \text{monthly cost of benefit}$

For the purposes of this article, an employee is considered absent without pay when not in receipt of normal daily wages from the Company.

26.5 Pension and Insurance

Participation by regular employees in the Ontario Municipal Employees Retirement System (OMERS) is compulsory, with contributions at rates in accordance with OMERS regulations.

All regular and probationary employees hired after January 1, 1983 are eligible for the OMERS basic plan.

Participation by each regular employee in **Hydro Ottawa's Group Insurance Plan** is compulsory. The Company reserves the right to institute an alternate plan carrier(s) provided the coverage is the same as presently insured.

26.6 Severance Pay

Upon resignation or retirement, employees who have 25 or more years' continuous service may receive one of the following severance payments:

- a) four week's pay; or,
- b) a retirement grant.

The retirement grant is based on the employee's sick leave record and is calculated as follows:

The amount of the retirement grant is the years of service (to a maximum of 35 days) multiplied by the sick leave factor. Allowance will be made to exclude one three-month illness (sixty-five working days) from the calculation.

Average Sick Leave Usage Per Year	Eligibility
-----------------------------------	-------------

4.0 days	100%
4.5 days	80%
5.0 days	60%
5.5 days	40%
6.0 days	20%
Over 6.0 days	0%

26.7 Professional Dues

Employees who are required by management to maintain a professional designation, such as a CET or P.Eng., will be reimbursed their annual professional association fees or dues as required.

26.8 Tools and Equipment

The Company will supply all tools and equipment required by employees necessary for the performance of duties as required by the Company. Replacement will only be made on an exchange basis for worn out or defective items.

26.9 Educational Assistance

The Company may reimburse employees undertaking educational courses outside working hours, on their own time. Such compensation may include all or part of the tuition and examination fees, books and materials and would be paid upon proof of successful completion of the course. The amount of reimbursement will be based on the relation of the course content to the industry and/or Company business.

To be reimbursed all or part of the cost of courses taken outside normal working hours, employees must receive approval of management before beginning the course.

27.0 TRAVEL WHILE ON COMPANY BUSINESS - OUTSIDE OF THE SERVICE TERRITORY

From time to time, employees may travel on company business for work or to attend training sessions. The Company will reimburse reasonable expenses incurred by employees travelling on company business. For the purposes of this provision, where an employee commences work at the regularly assigned work place or the re-assigned work place as per Article 12.0, and ends the work day at the same location, no expenses will be paid or reimbursed and the normal overtime provisions will apply. Management will make decisions regarding method of travel and adequate overnight accommodations, with due regard to the well-being of the employee.

27.1 Use of Personal Vehicles and Mileage Rates

When, at the request of management, an employee uses **their** personal vehicle on company business, mileage will be paid at a rate of \$0.46 per kilometer.

Effective date of signing, October 7, 2023, mileage will be paid at a rate of **\$0.50** per kilometer.

Effective April 1, 2025, mileage will be paid at a rate of **\$0.55** per kilometer.

Employees who were employed on or prior to December 18, 2001, will not be obligated to use their personal vehicle for company business.

27.2 Meal Allowances

Meals will be reimbursed unless otherwise provided, as per Company policy, but not less than the following:

Breakfast	\$ 8.75
Lunch	\$14.00
Supper	\$27.00
Incidentals (for overnight trips)	\$ 7.00

Effective April 1, 2024:

Breakfast	\$10.00
Lunch	\$15.00
Supper	\$27.00
Incidentals (for overnight trips)	\$ 7.00

27.3 Travel Outside Working Hours

When travel time is outside the employee’s regular working hours, the following shall apply:

- a) All travel for the purposes of attending training or workshops will be at straight time;
- b) All travel for the purposes of performing work will be at double time;
- c) Travel for company business shall be at straight time provided it is within the Company’s normal hours of operation, to a maximum of six hours per week. Any additional travel time outside the Company’s normal hours of operation shall be at overtime rates.

27.4 Cash Advances/Credit Cards

Employees will be provided, upon request, a cash advance or credit card to cover out of town travel expenses. Management will decide whether to provide a cash advance or a credit card.

MEMORANDUM OF SETTLEMENT

BETWEEN:
IBEW, LOCAL 636

“the union”

-and-

HYDRO OTTAWA LIMITED

“the company”

1. The parties agree that a joint committee will be responsible for the job evaluation process. The committee shall be composed of two union and two company representatives, each chosen by their own constituencies. The Committee shall employ the Hay system as the tool of job evaluation. Training to be provided by the company, as required.
2. The Joint Committee shall be responsible for ensuring the completeness and accuracy of the content of job descriptions for jobs being considered for evaluation. The union acknowledges that management determines the content of the jobs.
3. Changed Jobs
The Committee may be asked to review a job by any one of management, union, or an employee. The Committee shall first ensure that the description of job duties is complete and accurate, or make its best effort in this regard. It is expected that this would be completed within a 10-day period or extended by mutual agreement. The committee shall then submit the job description to a mutually agreed third party for evaluation and point rating. The point rating awarded by the third party shall be “sore thumbed” by the Joint Committee, and returned to the third party for re-evaluation if required.
4. New Jobs
The Company shall submit to the union the new job descriptions it wishes to implement. The new job description shall then be submitted to the Joint Committee for review and discussion. The Joint Committee shall then follow the same procedure outlined in paragraph 3 above. The job shall be posted if the company wishes to proceed with its implementation.

5. Previously Evaluated Jobs

A summary process shall be followed for any new positions that have been implemented since December 18, 2001, or any position where the job function has been evaluated and implemented, whether or not this resulted in a change of level. The results shall be "sore thumbbed" by the two union members of the Joint Committee and returned to the Joint Committee for discussion and re-evaluation by the third party, if required. This process shall be completed within 60 days of provision of the evaluation results to the union. The company shall provide the necessary information to the union by January 23, 2004. Positions where consensus has already been achieved are exempted from the summary process.

6. General

If the union is not in agreement with the final point rating offered by the third party, and the members of the Joint Committee are unable to achieve consensus on this, the evaluation may be submitted to mediation/arbitration with results final and binding.

7. The union accepts that evaluations upon which Joint Committee consensus was achieved, prior to the date of this Memorandum of Settlement, are considered compliant for pay equity posting and maintenance purposes.
8. Similarly, evaluations upon which Joint Committee acceptance is achieved subsequent to the date of this Memorandum of Settlement, shall also be considered compliant for pay equity posting and maintenance purposes.
9. The company will provide a list to the union, on a quarterly basis, of all union positions within the establishment.

Original Signed and Dated at Ottawa this 16th day of January 2004

LETTER OF UNDERSTANDING

BETWEEN:
LOCAL UNION 636 OF THE IBEW

("the Union")

AND
HYDRO OTTAWA LIMITED

("the Employer")

Whereas the Union filed a Grievance 2002-11 ("the Grievance") in 2002 concerning the use of on-call vehicles;

Whereas the Grievance was settled by way of a Memorandum of Settlement between the parties dated November 2, 2004, ("the 2004 Memorandum of Settlement") which provided for the provision of corporate vehicle(s) for the use of each employee designated as "on-call" for use outside of the normal working hours during the terms of the employee's "on-call" responsibilities until March 30, 2007;

Whereas effective March 31, 2007, corporate vehicles will no longer be provided to designated "on-call" employees for use outside of the normal working hours; and

Wherefore, the parties have agreed as follows:

1. In recognition of the elimination of the use of corporate vehicles by on-call employees outside of the normal working hours, effective the date of signing of a renewed collective agreement retroactive to April 1, 2007, the weekly on-call allowance in article 13.5.1 of the collective agreement will be topped up by \$102.00 ("weekly top-up") per employee on call.
2. Should the Employer re-introduce corporate vehicles for designated on-call employees for use outside of the normal working hours, the weekly on-call top up of \$102.00 referred to in paragraph 1 of this Letter of Understanding will cease and the on-call employee will be paid the on-call allowance as per article 13.5.1 of the collective agreement.
3. Nothing herein shall require the employer to re-introduce corporate vehicles for use by on-call employees outside the normal working hours, or otherwise fetter the employer's discretion with respect to use of corporate vehicles.
4. The parties agree that the issues of the use of corporate vehicles for on-call employees and/or any issues raised in the grievance will not be raised and/or grieved during the life of the renewed collective agreement or during any renewal thereafter, and that the terms of this Letter of Understanding constitute a full and final settlement of this matter.
5. This resolution shall be on a without prejudice or precedent basis and may not be relied upon or referred to in any other matter or proceeding save and except for the purposes of enforcement of the terms of this Letter of Understanding.

Original Signed and Dated at Ottawa this 26th day of May 2007

IN THE MATTER OF AN ARBITRATION

BETWEEN:

HYDRO OTTAWA LIMITED

("The Company")

-and-

THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 636

MEMORANDUM OF SETTLEMENT

In the matter of Grievance #2007-02, #2007-09 and #2008-09

The parties agree to the following in resolution of the above captioned grievances and to assist in the interpretation of Article 12:

1. For purposes of this Memorandum of Settlement,
 - i) a Regular Workplace shall be defined in accordance with Article 6 of the Collective Agreement
 - ii) “temporary work location” shall be any work location established by the Company and need not have the characteristics of a Regular Workplace.
2. The Company will assign employees to a Regular Workplace, as defined in the Collective Agreement.
3. The Company may re-assign employees from a Regular Workplace to another work location within the service territory for the purposes of work, subject to Article 12 of the Collective Agreement and this Memorandum. Another work location shall mean a Regular Workplace or a temporary work location as defined herein.
4. Effective immediately upon re-assignment, the Employee will be either assigned to
 - i) a Regular Workplace as defined in the Collective Agreement or
 - ii) a temporary work location which shall have the following characteristics:
 - a. Parking
 - b. Heated enclosed structure (without limiting the generality of the foregoing, the structure may be a portable/trailer or an existing building);
 - c. Washroom (may be portable);
 - d. A bulletin board for postings as per the Collective Agreement; or
 - iii) a temporary work location with parking for personal vehicles, reasonable access to a washroom as arranged by the Company, and access to a Hydro Ottawa vehicle with seating adequate for the employee(s) to have lunch

5. Where the re-assignment exceeds four (4) weeks in duration, the re-assignment shall be to either
 - i) a Regular Workplace as defined in the Collective Agreement or
 - ii) a temporary work location which shall have the following characteristics:
 - a. Parking
 - b. Heated enclosed structure (without limiting the generality of the foregoing, the structure may be a portable/trailer or an existing building);
 - c. Washroom (may be portable);
 - d. A bulletin board for postings as per the Collective Agreement.
6. It is understood and agreed that an educational institution where an employee is assigned for training is a temporary work location but may not have all the attributes listed in para.4 and 5 hereof.
7. Where an employee is re-assigned to a temporary work location more than ten (10) kilometres from the previous Regular Workplace, the Employee will be paid ten dollars (\$10.00) for each working day worked at the temporary work location to the maximum of sixteen weeks (\$800.00). Where an employee is re-assigned to a temporary work location more than twenty (20) kilometers from their previous Regular Workplace, the Employee will be paid fifteen dollars (\$15.00) for each working day worked at the temporary work location to the maximum of sixteen weeks (\$1,200.00). This payment will be paid in a lump sum following the re-assignment. The Employee will not be eligible for any further payments at the end of the assignment on the employee's return to their previous Regular Workplace. No payment will be made where the assignment is cancelled or if the employee does not report to the other temporary work location.
8. Where an employee is re-assigned to a Regular Workplace more than ten (10) kilometres from their previous Regular Workplace, the Employee will be paid ten dollars (\$10.00) for each working day worked at the Regular Workplace to the maximum of eight (8) weeks (\$400.00). Where an employee is re-assigned to a Regular Workplace more than twenty (20) kilometers from their previous Regular Workplace, the Employee will be paid fifteen dollars (\$15.00) for each working day worked at the temporary work location to the maximum of eight (8) weeks (\$600.00). This payment will be paid in a lump sum following the re-assignment. No payment will be made where the assignment is cancelled or if the employee does not report to the other Regular Workplace. The Employee will not be eligible for any further payments if the Company re-assigns the employee to the employee's previous Regular Workplace or to another Regular Workplace within sixteen (16) weeks of the initial re-assignment. Thereafter, the Employee will be entitled to further payments in accordance with this Memorandum.

For illustrative purposes only,

An employee is assigned from Bank Street to Merivale on January 1. The employee is entitled to ten dollars (\$10.00) for each working day worked at Merivale to the maximum of eight (8) weeks (\$400.00)

Example 1: Subject to notice in accordance with Article 12, the employee is assigned back to Bank Street on January 28. The employee is entitled to a payment of ten dollars (\$10.00) for each working day worked at Merivale \$200.00 but is not entitled to a further payment because the re-assignment is to a Regular Workplace within sixteen weeks of the assignment to Merivale.

Example 2: Subject to notice in accordance with Article 12, the employee is assigned back to Bank

Street on May 2. The employee is entitled to ten dollars (\$10.00) for each working day worked at Bank Street to the maximum of eight (8) weeks (\$400.00) because the re-assignment is to a Regular Workplace and greater than sixteen weeks after the assignment to Merivale.

An employee is assigned from Maple Grove to Albion on January 1. The employee is entitled to fifteen dollars (\$15.00) for each working day worked at Albion to the maximum of eight (8) weeks (\$600.00)

Example 3: Subject to notice in accordance with Article 12, the employee is assigned back to Maple Grove on January 28. The employee is entitled to a payment of fifteen dollars (\$15.00) for each working day worked at Albion \$300.00 but is not entitled to a further payment because the re-assignment is to a Regular Workplace within sixteen weeks of the assignment to Albion.

Example 4: Subject to notice in accordance with Article 12, the employee is assigned back to Maple Grove on May 2. The employee is entitled to fifteen dollars (\$15.00) for each working day worked at Maple Grove to the maximum of eight (8) weeks (\$600.00) because the re-assignment is to a Regular Workplace and greater than sixteen weeks after the assignment to Albion.

9. It is agreed that any notice and payment shall not apply in cases where the Company reassigns an employee to another work location as part of a temporary or permanent accommodation; or where the Company reassigns the employee to their previous regular workplace at the completion of the accommodation; **or in any other circumstance where payment is not required pursuant to Article 12.**
10. It is agreed that the Union will receive a monthly report setting out any and all assignments and re-assignments of employees where there is payment under Article 12 or these Minutes.
11. The assignment to a temporary work location shall not exceed sixteen (16) weeks in duration, unless the employee consents to remain at the temporary work location beyond the sixteen (16) week period, subject to
 - i) a maximum duration of the assignment of thirty two (32) weeks;
 - ii) a period for longer than thirty two (32) weeks upon the agreement of the Union, the employee and the Employer.
 - iii) employees being made aware of their right to consent or not consent to remain at the temporary work location beyond the sixteen (16) week period and
 - iv) the acknowledgement of the Company that the consent of the employee does not constitute precedent or practice.
12. The Union shall not restrict its members from consenting to such an assignment. After completion of the assignment to the temporary work location, the Employee will be returned to their previous Regular Workplace
13. It is understood and agreed that itinerant workers (i.e. inspectors/service layout agents) do not currently report to a regular workplace at the commencement of their shift.

Itinerant workers do not qualify for a payment under Article 12, provided that the Company continues to provide them with an Hydro Ottawa vehicle.

14. This Memorandum is effective from and after the date of execution and is without prejudice and without admission of liability or fact with respect to the parties' respective positions regarding planned overtime and Grievance 2008-10.

15. Arbitrator Don Carter will remain seized with respect to any issues with respect to the interpretation and application of this Memorandum.
16. The following grievances are fully and finally resolved on the basis of this Memorandum.
 - i. Grievance #2007-02
 - ii. Grievance #2007-09
 - iii. Grievance #2008-09

Original Signed and Dated at Ottawa this 30th day of April 2009 (and adjusted to reflect the Memorandum of Settlement for the renewal of the Collective Agreement Signed and Dated at Ottawa this **7th day of October, 2023**)

Clarification with respect to the
Memorandum of Settlement
In the matter of Grievance #2007-02, #2007-09 and #2008-09

Further to the resolution of all matters arising from Grievances 2007-02, 2007-09 and 2008-09 by way of Minutes of Settlement dated April 30, 2009 regarding Article 12.0 Assigned Workplace, and subsequent discussions related to the payment of \$10/day or \$15/day for each working day worked, the following will serve to clarify the application of a rolling timeframe, as it pertains to the usage of leaves and the scheduling of hours of work, in order to qualify for the maximum payment:

1. Where an employee is re-assigned to a regular workplace, the payment of \$10/day or \$15/day for each working day worked will be paid in a lump sum following the re-assignment or once the maximum of \$400.00 or \$600.00 is attained based on eligibility for payment, whichever is applicable
2. Where an employee is re-assigned to a temporary work location, the payment of \$10/day or \$15/day for each working day worked will be paid in a lump sum following the re-assignment or once the maximum of \$800.00 or \$1,200.00 is attained based on eligibility for payment, whichever is applicable

It is understood that the foregoing is contingent upon the requirement for the re-assignment to continue on a continuous basis, based on operational needs, in order to qualify. This should resolve all outstanding issues related to the settlement dated April 30, 2009. All other terms of the settlement reached to aid in the interpretation of Article 12.0 remain in effect.

Original Signed and Dated at Ottawa this 26th day of June 2009 (and adjusted to reflect the Memorandum of Settlement for the renewal of the Collective Agreement Signed and Dated at Ottawa this 29th day of April 2013)

SCHEDULE "A"

B E T W E E N

HYDRO OTTAWA LIMITED

(the "Company")

AND

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, LOCAL 636

(the "Union")

MEMORANDUM OF AGREEMENT

Whereas:

- (i) The Union filed an individual and policy grievance 2008-12 ("the Grievance") concerning the provision to pay and/or the provision of insured benefits to bargaining unit employees following the attainment of age sixty-five and alleged that such was contrary to the Collective Agreement and the *Ontario Human Rights Code*;
- (ii) The Union further advised of its intention to challenge the constitutionality of the *Ontario Human Rights Code*, the *Employment Standards Act, 2000* and its Regulations under section 15 of the *Canadian Charter of Rights and Freedoms* ("Charter") as discrimination on the basis of age and not a reasonable limit justifiable under section 1 of the *Charter*;
- (iii) The Company denied the Grievance and the matter was referred to arbitration on or about December 17, 2008;
- (iv) Arbitrator Barry Stephens has been appointed to act as single arbitrator to hear and determine this matter;
- (v) Pending the hearing on this matter, on or about January 2009, the parties entered into a Letter of Understanding wherein on a without prejudice or precedent basis, the Company agreed to establish an Administrative Services Only (ASO) Agreement with its insurers for Medical (Hospital, Extended Health Care and Vision) and Dental coverage for active employee(s) over the age of sixty-five who were enrolled in the Hydro Ottawa Group Benefit coverage immediately prior to turning sixty-five ("Letter of Understanding"). Such coverage included individual (single) and eligible dependents (family) as applicable with the level of coverage consistent with the Collective Agreement requirements for Medical and Dental Plans. The Letter of Understanding further provided that employee(s) with coverage under the ASO Agreement would continue to pay their share of premium costs for such coverage, in accordance with the cost sharing with the Company as per the Collective Agreement. The premium amounts for coverage under the ASO Agreement were equivalent to the premium amounts for group insurance coverage under the Collective Agreement.

(vi) The ASO Agreement obtained pursuant to (v) above did not provide for Long Term Disability coverage. Under the terms of the current group insurance plan, long term disability coverage ceases on the employee's attainment of age 65.

(vii) The ASO Agreement obtained pursuant to (v) above did not include Employee Life coverage. Under the terms of the current group insurance plan, on attainment of age 65, employees must transfer from Employee Life coverage to the Retirement Life Insurance coverage with a reduced level of coverage as per policy provisions. Currently, premiums are paid by the Company as a taxable benefit to the employee;

(viii) Further, under the terms of the current group insurance plan, on the termination of Employee Life coverage, employees are eligible to convert their Employee Life coverage to an individual policy without evidence of insurability within a specified time frame set out in the policy and subject to the maximums allowed in the plan. Employees continue to be ineligible to convert their group insurance coverage to an individual policy on the attainment of age 65.

(ix) Under the current plans, there are also limits on availability of coverage based on age for Emergency Out-Of Province/Country coverage and Travel Assistance; Additional Insurance, Employee Optional Life coverage, Employee Supplemental Life coverage, and Spousal Optional Life coverage;

(x) The Company and the Union have made reasonable and good faith efforts to explore the availability of all group insurance coverage for employees aged 65 or more;

Wherefore the parties wish to resolve any outstanding issues raised in the above-noted Grievance on the following basis:

1. RECITALS

1.01 The Parties adopt the recitals as set out above.

2. DEFINITIONS

2.01 "Attainment of age 65" shall mean on or after the date of the Employee's 65th birthday. A corresponding definition shall apply to the term "attainment of age 70";

2.02 "Collective Agreement" shall mean the Collective Agreement between the Company and the Union.

2.03 "Employee" shall mean a Regular Employee who meets the eligibility requirements set out in section 3 of this Agreement.

2.04 "Regular Employee" shall have the same meaning as attributed in Article 6 of the Collective Agreement.

3. ELIGIBILITY

3.01 Subject to section 3.02, this Agreement shall apply to any full-time Regular Employee of the Company aged 65 or older who is not eligible to participate in the group benefits referenced in Article 26 of the Collective Agreement due to the Employee's age but who was, prior to turning age 65, enrolled in group insurance coverage under the Collective Agreement.

3.02 As a further condition of eligibility, the Regular Employee described in section 3.01 must be an

active employee in receipt of monies from payroll. Without limiting the generality of the foregoing, it is expressly understood that this Agreement shall not apply where an Employee is on a leave without pay save and except:

(a) a Regular Employee who is in receipt of Employment Insurance Sickness Benefits ("EI Sick Benefits") will be eligible to participate in the terms of this Agreement for the period in which the Employee is in receipt of EI sick benefits; or

(b) an Employee in receipt of Loss of Earning benefits will be eligible to participate in the terms of this Agreement for the one year period required under the *Workplace Safety and Insurance Act*, S.O. 1997, c.16 Sch.A, as amended and the Collective Agreement while in receipt of Loss of Earnings benefits.

4. MEDICAL AND DENTAL

- 4.01 The Company will arrange for medical and dental coverage for the Employee by way of an Administrative Services Only ("ASO") Agreement. All coverage is subject to the terms of the ASO Agreement, provided that the ASO is consistent with the terms of this Memorandum of Agreement. For clarity, the Employee will not be eligible for dental coverage under the ASO Agreement where the Employee was not, prior to turning age 65, enrolled in group dental coverage under the Collective Agreement.
- 4.02 Effective August 1, 2010, the coverage referred to in paragraph 4.01 shall include Emergency Out-Of Province/Country coverage and Travel Assistance.
- 4.03 Employee(s) shall be responsible for payment to the Company of an amount equal to the premiums paid by Regular Employee(s) for group medical and dental coverage (as applicable) as per the cost sharing arrangement in the Collective Agreement
- 4.04 The Employee shall also be responsible for payment of any deductible(s) as may be required under the ASO Agreement. The deductible(s) contained in the ASO Agreement shall be the same as the deductible(s) contained in the group medical and dental plans provided pursuant to the Collective Agreement.
- 4.05 The Employee will not be eligible for coverage under the ASO Agreement on **their** attainment of age 70. Any coverage under the ASO Agreement shall cease on the Employee's attainment of age 70, unless otherwise terminated under the terms of the ASO Agreement.
- 4.06 Coverage under the ASO Agreement shall be of the same nature to that provided under the Collective Agreement, save and except as provided herein.
- 4.07 If the Employee is eligible for Government benefits, such as the Ontario Drug Benefit Program or Assistive Devices Program, Government plans will be deemed "first payor".
- 4.08 If the Employee is eligible for coverage under a spouse's individual or group insurance plan, the rules and/or provisions of co-ordination of benefits shall apply, subject to the terms of the plans.

4.09 The carrier shall be selected at the sole and absolute discretion of the Company. Nothing herein shall limit or otherwise restrict the Company from selecting alternate carrier(s) for the ASO Agreement or replacing the ASO Agreement with insured benefit coverage under a group insurance contract or group insurance contract amendment, provided however that the medical and dental coverage for the Employee is consistent with the terms of this Memorandum of Agreement.

5. LONG TERM DISABILITY

5.01 The Employee will not be eligible for long term disability coverage on **their** attainment of age 65. Any long term disability coverage shall cease on the Employee's attainment of age 65, unless otherwise terminated under the terms of the group insurance plan.

6. LIFE INSURANCE

6.01 The Company will seek to amend the policy effective August 1, 2010 such that on attainment of age 65, the Employee's enrolment in Employee Life coverage shall continue; however, the Employee will be eligible for basic insurance coverage only in the amount of 150% of the Employee's annual earnings.

6.02 Notwithstanding section 6.01 of this Agreement, the Employee will not be eligible for basic insurance coverage on **their** attainment of age 70. The basic insurance coverage described in section 6.01 shall cease on the Employee's attainment of age 70, unless otherwise terminated under the terms of the group insurance plan.

6.03 There shall be no waiver of premium in the event of total disability of the Employee. If the Employee is ineligible for basic insurance coverage under section 3.02 of this Agreement, the Employee shall be transitioned to Retirement Life Insurance coverage as per policy provisions.

6.04 An Employee with group life insurance coverage must transfer to the Retirement Life Insurance coverage with a reduced level coverage on attainment of age 70 as per policy provisions. For purposes of retirement coverage, "final annual earnings", shall be calculated based on the base salary at age 70, subject to the restrictions contained in the plan.

6.05 Employees will not be eligible to convert their group insurance coverage to an individual policy upon the attainment of age 65.

6.06 All coverage shall be in accordance with the terms of the plan. In the event of a conflict between the terms of this agreement and the terms of the insurance plan, the terms of the insurance plan shall govern.

6.07 For greater particularity, coverage shall not include Additional Insurance, Employee Optional Life coverage, Employee Supplemental Life coverage, Spousal Optional Life coverage. Further, there will be no coverage for benefits not currently provided under the group insurance plan such as Accidental Death and Dismemberment coverage.

6.08 Premiums in connection with the coverage provided in this section shall be paid in accordance with the Collective Agreement. For clarity only, premiums paid by the Company with respect to life insurance coverage currently constitute a taxable benefit to the Employee under current legislation and regulation.

7. OMERS

- 7.01 The Company will continue to remit the Company and the Employee's OMERS contributions in accordance with the Collective Agreement requirements, OMERS legislation and other plan documents; as per and to the extent required pursuant to OMERS.

8. GENERAL

- 8.01 The Company and the Union agree that the terms of this Agreement are without any admission of liability by the Company.
- 8.02 The parties agree that the coverage outlined herein shall replace the Letter of Understanding and that this Agreement shall constitute an "agreement between the parties" referenced at page 2 of the Letter of Understanding.
- 8.03 As a condition of the coverage outlined herein, the Employee will contribute **their** regular portion of premium costs for insurance coverage as set out in the Collective Agreement directly to the Company through payroll deduction. If necessary, and consistent with any applicable provisions in the Collective Agreement, the Employee(s) will sign an authorization for deduction of premium costs for benefits and/or any other necessary documentation to give effect to the terms of this Agreement.
- 8.04 The parties acknowledge that this Agreement is entered into on the understanding that its terms and conditions shall represent the parties' accommodation of insurance coverage for Employees aged 65 or more. It is understood by the signatures below that the Union agrees upon these terms.
- 8.05 The Union acknowledges and agrees that the terms of this Agreement demonstrate reasonable accommodation of the Employee(s) on the basis of age within the meaning of the *Ontario Human Rights Code* in the provision of pay and/or the provision of insured benefits. The parties further acknowledge and agree that any further accommodation of Employee(s) in the provision of pay and/or benefit coverage for employees aged 65 or more beyond the terms set out in this Memorandum of Agreement would constitute undue hardship within the meaning of the *Ontario Human Rights Code*.
- 8.06 The terms of the ASO Agreement are subject to any changes in coverage as negotiated under the Collective Agreement, save and except where such changes are restricted in their application for employee(s) aged 65 or more.
- 8.07 The parties acknowledge and agree that the terms of this Memorandum of Agreement fully satisfy any and all grievances, claims or complaints pursuant to the following:

- (a) the Collective Agreement effective from April 1, 2007 to March 31, 2010;
- (b) the Collective Agreement effective from April 1, 2010 to March 31, 2013;
- (c) the Collective Agreement effective from April 1, 2013 to March 31, 2017;
- (d) the Collective Agreement effective from April 1, 2017 to March 31, 2021;
- (e) the Collective Agreement effective from April 1, 2021 to March 31, 2023;
- (f) the renewed Collective Agreement effective from April 1, 2023 to March 31, 2027;**
and/or
- (g) the current *Ontario Human Rights Code***

with respect to the provision of pay and/or the provision of insured benefits to employees aged 65 or more.

- 8.08 The Union acknowledges that it has canvassed any and all human rights complaints, concerns, or issues raised in the Grievance, and agrees that the terms and conditions as set out herein satisfy any and all obligations of the Company under the Ontario *Human Rights Code* in existence before, on or after the date hereof with respect to the provision of pay and/or insured benefits for employees aged 65 or more.
- 8.09 The Union agrees not to file, re-file or otherwise commence a grievance concerning the matters or issues in the Grievance, and further agrees to take no action and assert no claim, complaint or demand or take any proceeding in connection with any of the matters or issues in the Grievance, save and except to enforce the terms of this Agreement subject to the terms of section 8.11 of this Agreement. If the Union commences any grievance, proceeding or action involving any claim, complaint or demand against the Company for any cause, matter or thing relating to the matters dealt with in this Agreement, this Agreement may be raised as a complete bar to any such grievance, claim, demand or complaint in the proceeding.
- 8.10 Nothing in this Agreement shall constitute or be construed as a requirement that the Company employ or continue to employ any Employee or that the Company cease to employ any Employee.
- 8.11 No dispute arising under or relating to insurance claims, coverage or the insurance plan will be subject to the grievance and /or arbitration procedures save and except where the Company has failed to pay and/or remit its share of the premiums required to purchase the insurance coverage.
- 8.12 This Memorandum of Agreement shall be construed in accordance with the laws of the Province of Ontario.

Original Signed and Dated at Ottawa this 19th day of August, 2010

LETTER OF UNDERSTANDING

BETWEEN
LOCAL UNION 636 OF THE IBEW

“the union”

-and-

HYDRO OTTAWA LIMITED

“the company”

Re: Application of Articles 11.6 and 11.7 to Rotational Shift Workers Only

A. General

1. For purposes of this Letter of Understanding, “Rotational Shift Worker” (referred to as RSW in this Letter of Understanding) shall be defined in accordance with Article 6.0 of the Collective Agreement and will have a rotating shift schedule as set out in Article 13.1.3. For greater clarity, this Letter of Understanding does not apply to any other types of Employees or Employees working flexible hours of work.
2. This Letter of Understanding is on a without prejudice and precedent basis.
3. This Letter of Understanding may not be used as an aid to interpretation of any other Article in the Collective Agreement.
4. This Letter of Understanding will apply for the duration of the term of the current Collective Agreement.

B. Article 11.6 Family and Personal Emergency Leave

1. For the purposes of Article 11.6 of the Collective Agreement, “five days with pay per year” for family and personal emergency leave for RSW’s is the equivalent of forty (40) hours.
2. Where a RSW is absent from work pursuant to Article 11.6, the RSW will be paid for the total number of hours in a scheduled shift missed due to Family and Personal Emergency Leave. These hours will be deducted from the forty (40) hours.
3. Of the five (5) days or forty (40) hours noted in 2 above, the hourly equivalent of up to two (2) days, or sixteen (16) hours, may be used for scheduled medical and dental appointments for an employee’s **parent**, spouse or child provided that a minimum of 48 hours’ notice of such appointment is provided to the immediate supervisor. Where a RSW is absent from work for this purpose, the RSW will be paid for the total number of hours in a scheduled shift missed for this purpose, to a maximum of sixteen (16) hours which will be deducted from the maximum forty (40) hours.
4. Once the maximum of forty (40) hours are exhausted for the combination of 2 and 3 above, no further paid leave pursuant to Article 11.6 will be provided. The RSW may request

vacation, lieu time or, if all other leaves are exhausted, may request leave without pay for reasons related to family and personal emergency.

C. Article 11.7 Bereavement Leave

1. For a RSW working more than an eight hour day, the number of hours scheduled for the day on which the absence occurs shall be considered one (1) working day or "scheduled shift" for the purposes of Articles 11.7.1, 11.7.2 and 11.7.3 of the Collective Agreement.
2. A RSW who qualifies for bereavement leave in accordance with Article 11.7 and is absent from work on the day of a regularly scheduled shift will be paid for all scheduled hours missed on that shift due to bereavement. As an example, a RSW who is scheduled to work ten (10) hours will be paid for ten (10) hours of bereavement leave.
3. For the leave referenced in Article 11.7.1, the RSW will be eligible for paid leave for no more than five (5) consecutive scheduled shifts, encompassing the day of the funeral.
4. For the leave referenced in Article 11.7.2, the RSW will be eligible for paid leave for no more than four (4) consecutive scheduled shifts to attend the funeral.
5. For the leave referenced in Article 11.7.3, the RSW will be eligible for paid leave for no more than three (3) consecutive scheduled shifts to attend the funeral.
6. For the leave referenced in Article 11.7.4, the RSW will be eligible for paid leave for no more than one (1) scheduled shift to attend the funeral.
7. All other conditions and eligibility requirements for leave contained in Article 11.7 shall apply.

D. Article 11.1 Recognized Holidays, Article 11.2 Floater Holiday, Article 11.3 Vacation, Article 11.4.1 Sick Leave

1. The Union acknowledges that the Company calculates leave credits for RSWs under Article 11.1, 11.2, 11.3 and 11.4 in hours (with "day" being the equivalent of 8 hours) and the Union confirms that this practice is not in violation of the Collective Agreement.

Original Signed and Dated at Ottawa this 23rd day of April 2013


Original signed at Ottawa, this 7th day of the month of October 2023 by:

HYDRO OTTAWA LIMITED

DocuSigned by:

F3978A17049941B...

Lora Wyman


DocuSigned by:

3D9BE88E46DC427...

Robert Cameron


DocuSigned by:

2E5C3D1594A04F1...

Brent Fletcher

DocuSigned by:

7E31070D87DA4FF...

Laurie Heuff

DocuSigned by:

163A8EC38FB04C3...

Judy Lidster

DocuSigned by:

B2E19C8DDFF64D1...

Christopher Sommers

DocuSigned by:

F5CD9504A63C4D5...


Matthew Stuyt

LOCAL 636 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS

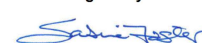
DocuSigned by:

B3FBB1AA62FB49A...


Leigh Booth

DocuSigned by:

359AA0C31CC0410...

Travis Baker

DocuSigned by:

597D77F3B68140B...

Sabrina Foster

DocuSigned by:

9DE20BD83C9941F...

Colin Portt

DocuSigned by:

DE32EBDE27D2419...

Mike Hall

DocuSigned by:

247E5C759D4B4DB...

Domenic Murdaca, Business Manager/Financial
Secretary

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

2/13/2024

Kenneth Cooper,
International President

This approval does not make the
International a party to this agreement.

Effective April 1, 2023						
3.0%						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$20.30	\$22.44	\$24.65	\$26.77	\$28.99	\$31.19
2	\$23.94	\$26.54	\$29.08	\$31.67	\$34.25	\$36.84
3	\$26.62	\$29.44	\$32.27	\$35.14	\$38.04	\$40.88
4	\$27.96	\$30.94	\$33.96	\$36.98	\$39.95	\$42.96
5	\$30.96	\$34.27	\$37.60	\$40.95	\$44.27	\$47.61
6	\$33.26	\$36.88	\$40.43	\$44.00	\$47.61	\$51.18
7	\$35.58	\$39.40	\$43.25	\$47.07	\$50.92	\$54.72

Effective October 1, 2023						
1.5% (not compounded)						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$20.60	\$22.77	\$25.01	\$27.16	\$29.42	\$31.64
2	\$24.29	\$26.93	\$29.50	\$32.13	\$34.75	\$37.38
3	\$27.00	\$29.87	\$32.74	\$35.66	\$38.59	\$41.48
4	\$28.37	\$31.39	\$34.45	\$37.52	\$40.54	\$43.59
5	\$31.41	\$34.77	\$38.14	\$41.55	\$44.91	\$48.30
6	\$33.74	\$37.42	\$41.02	\$44.64	\$48.30	\$51.93
7	\$36.09	\$39.97	\$43.88	\$47.76	\$51.66	\$55.52

Effective April 1, 2024						
2.0%						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$21.01	\$23.23	\$25.51	\$27.70	\$30.01	\$32.27
2	\$24.78	\$27.47	\$30.09	\$32.77	\$35.45	\$38.13
3	\$27.54	\$30.47	\$33.39	\$36.37	\$39.36	\$42.31
4	\$28.94	\$32.02	\$35.14	\$38.27	\$41.35	\$44.46
5	\$32.04	\$35.47	\$38.90	\$42.38	\$45.81	\$49.27
6	\$34.41	\$38.17	\$41.84	\$45.53	\$49.27	\$52.97
7	\$36.81	\$40.77	\$44.76	\$48.72	\$52.69	\$56.63

Effective October 1, 2024						
1.5% (not compounded)						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$21.32	\$23.57	\$25.89	\$28.11	\$30.45	\$32.75
2	\$25.14	\$27.87	\$30.53	\$33.25	\$35.97	\$38.69
3	\$27.95	\$30.92	\$33.89	\$36.91	\$39.94	\$42.93
4	\$29.36	\$32.49	\$35.66	\$38.83	\$41.96	\$45.12
5	\$32.51	\$35.99	\$39.47	\$43.00	\$46.48	\$49.99
6	\$34.92	\$38.73	\$42.46	\$46.20	\$49.99	\$53.75
7	\$37.35	\$41.37	\$45.42	\$49.43	\$53.47	\$57.46

Effective April 1, 2025						
3.25%						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$22.01	\$24.33	\$26.73	\$29.02	\$31.44	\$33.81
2	\$25.96	\$28.78	\$31.52	\$34.34	\$37.14	\$39.95
3	\$28.86	\$31.92	\$34.99	\$38.11	\$41.24	\$44.33
4	\$30.32	\$33.54	\$36.81	\$40.10	\$43.32	\$46.58
5	\$33.57	\$37.16	\$40.76	\$44.40	\$47.99	\$51.62
6	\$36.06	\$39.99	\$43.84	\$47.70	\$51.62	\$55.49
7	\$38.57	\$42.71	\$46.89	\$51.04	\$55.21	\$59.33

Effective April 1, 2026						
3.25%						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$22.73	\$25.12	\$27.60	\$29.97	\$32.46	\$34.91
2	\$26.80	\$29.71	\$32.55	\$35.45	\$38.34	\$41.24
3	\$29.80	\$32.96	\$36.12	\$39.35	\$42.58	\$45.77
4	\$31.30	\$34.63	\$38.01	\$41.40	\$44.73	\$48.10
5	\$34.66	\$38.36	\$42.08	\$45.84	\$49.55	\$53.29
6	\$37.23	\$41.29	\$45.26	\$49.25	\$53.29	\$57.30
7	\$39.82	\$44.10	\$48.42	\$52.70	\$57.00	\$61.26

APPENDIX “B”

Category 1 Worker

(Average 40 hours/week or Average 80 hours every two weeks; Paid Lunch/Break on the Job Site)

1	Construction Technician
2	Coordinator
3	Damage Prevention Inspector
4	Distribution Design Layout Agent
5	Field Representative
6	Field Technician
7	Fitter Mechanic
8	Meter Technician
9	Plant Inspector
10	Power Cable Technician
11	Power Line Technician
12	Stations Electrician
13	Stations Technician
14	Utility Forestry Inspector
15	Vault Maintenance Technical Specialist

Category 2 Worker

(Average 40 hours/week or Average 80 hours every two weeks; Unpaid Lunch)

16	Administrative Assistant, Fleet Services
17	Facilities Asset Management Administrator
18	Facilities Maintenance Worker
19	Facilities Specialist
20	Fleet Maintenance Advisor
21	Garage Attendant
22	Meter Data Services Senior Analyst
23	System Designer
24	System Operations Planner
25	Tool & Equipment Maintenance Technician
26	Vehicle and Utility Equipment Technician
27	Warehouse Attendant

Category 3 Worker

(Rotational Shift Worker Average 40 hours/week or Average 80 hours every two weeks; Paid Lunch/Break on the job)

28	Dispatcher
29	Field Operator
30	Power Line Technician 24/7
31	System Operator

Category 4 Worker

(Average of 36.25 hours/week or Average 72.5 hours every two weeks; Unpaid Lunch)

32	Accounts Payable Associate
33	Accounts Receivable Associate
34	Accounts Receivable Settlement Associate
35	Accounts Receivable Settlement Clerk
36	Administrative Assistant, Customer Service
37	Administrative Assistant, Facilities
38	Administrative Assistant, Operations

Category 4 Worker

(Average of 36.25 hours/week or Average 72.5 hours every two weeks; Unpaid Lunch)

39	Billing Service Associate
40	Billing Service SME
41	CAD/GIS Quality Assurance Specialist
42	Capital Assets Administrator
43	CDM Customer Service and Reporting Agent
44	Cloud Specialist
45	Collection Agent
46	Communications Advisor
47	Communications Officer
48	Community Engagement Officer
49	Content and Communications Planning Officer
50	Contracts Billing Analyst
51	Customer Contact Agent
52	Customer Experience Agent
53	Customer Service Quality Assurance Analyst
54	Customer Service Support Agent
55	Data Analyst
56	Data Input Clerk
57	Digital Marketing Specialist
58	General Administration Clerk
59	GIS/CAD Technician
60	Grid Technology Specialist
61	Information Management Support Specialist
62	Insurance & Claims Management Advisor
63	IT Security Analyst
64	IT Service Desk Technician
65	IT Systems Support
66	Marketing Officer
67	Media and Public Affairs Advisor
68	Media and Public Affairs Officer
69	Meter Data Agent
70	Meter Data Services Analyst
71	Meter-to-Cash Support Functional Analyst
72	Meter-to-Cash Support Technical Analyst
73	Metrics Administrator
74	Network Administrator
75	Procurement Agent
76	Rate Analyst
77	Rates and Revenue Advisor
78	Records Administrator
79	Regulatory Analyst
80	Regulatory Policy Compliance and Reporting Advisor
81	Resource Scheduling Agent
82	Senior Collection Agent
83	Senior Customer Contact Agent
84	Senior Procurement Agent
85	Senior Resource Scheduling Agent
86	Senior Service Desk Agent
87	Service Desk Agent
88	Supply Chain Analyst
89	Treasury and Taxation Services Associate
90	Web Developer
91	Wholesale Retail Markets Analyst

This Appendix will in no way be interpreted as a guarantee that any particular job classification/title/Category will be a continuing requirement or preclude the Employer from establishing new job classifications/titles. In addition to this, the Company may choose to operate parts of the business twenty-four hours per day, seven days per week, staffing with rotational shift workers subject to clause 13.1.2, and shall not be precluded from doing so by this Appendix.

This Appendix will in no way be interpreted in a manner which limits the employer's exclusive right and power to manage its business and plan and direct its workforce.

APPENDIX “C” FLAME RESISTANT CLOTHING

Allocation of Clothing Types

Compliance to Standard

- All employees who do hands-on electrical work must comply with Hydro Ottawa Limited's flame resistant clothing requirements and must wear the clothing supplied by the utility.
- Accuracy of sizing for all garments is the responsibility of the employee.
- All Hydro Ottawa clothing branded by name or logo cannot be sold, donated or gifted.
- The requirement for FR clothing **is in accordance with Electrical Utility Safety Rules.**

Type of Garment	Work Group		
	1	2	3
Insulated bomber jacket or parka 10 points each	✓	✓	✓
Insulated vest 8 points each	✓		
Insulated pants 6 points each	✓		
Unlined coat/jacket 7 points each	✓	✓	✓
Insulated bib overalls 11 points each	✓	✓	✓
Unlined bib overalls 5 points each	✓	✓	✓
Work shirts 4 points each	✓	✓	✓
Work pants 3 points each	✓	✓	✓
Sweatshirt – hooded/non-hooded 7 points each	✓	✓	✓
Long sleeve T-shirt 4 points each	✓	✓	✓
T-shirt – non-FR 2 points each	✓	✓	✓
FR Balaclava 1 point each	✓	✓	
Total Annual Points	73	57	30

Work Group Legend	
Group #1	Power Line Technician, Power Line Technician 24/7, Power Cable Technician, Construction Technician, Stations Electrician, Fitter Mechanic
Group #2	Plant Inspector, Stations Technician, Field Operator, Meter Technician, Damage Prevention Inspector, Field Representative, Field Technician, Vault Maintenance Technical Specialist, Distribution Design Layout Agent
Group #3	System Designer, Facilities Specialist, Facilities Maintenance Worker, Utility Forestry Inspector, Warehouse Attendant, Tool & Equipment Maintenance Technician, Vehicle & Utility Equipment Technician, Garage Attendant, Fleet Maintenance Advisor

Employees may carry over up to a maximum of one year's points into the following year.

