

ENWAVE ENERGY CORPORATION

(the "Corporation")

- and -

TORONTO CIVIC EMPLOYEES UNION,  
CUPE LOCAL 416

AT THE PEARL STREET STEAM PLANT

(the "Union")

## **COLLECTIVE AGREEMENT**

Effective from: April 1, 2010 to March 31, 2013

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## **ARTICLE I - RECOGNITION**

- 1.01 The Corporation recognizes the Union as the sole collective bargaining agent for all stationary engineers, millwrights and persons primarily engaged in the generation of steam at the Corporation's Pearl Street Plant, save and except Chief Operating Engineers and persons above the rank of Chief Operating Engineer.
- 1.02 In the event the Corporation wishes to employ persons for positions in the bargaining unit, the Union will be notified of the vacancy, prior to other advertising.
- 1.03 Appendices attached to this Agreement form part of this Agreement. The Appendices are:
- "A" Lead Hand
  - "B" Cross-training and Re-training
  - "C" Letters of Understanding
- 1.04 No employee shall be required or permitted to make written or verbal agreements with the Corporation which would conflict with the Collective Agreement.

## **ARTICLE II - BARGAINING UNIT WORK**

- 2.01 No person outside the bargaining unit shall perform any of the regular duties of any employee included in the bargaining unit, except in emergency situations, provided that performing the aforementioned duties, in itself, does not reduce the hours of work or pay of any employee, overtime and any other premium pay opportunities. The Chief will advise the Steward as soon as possible in the event of emergency conditions.
- 2.02 Bargaining unit employees shall be assigned to work on the distribution systems of steam and chilled water for the purposes of maintenance (including meters), inspections and repairs, unless said work is beyond the scope of the employees in the bargaining unit. Said work may be performed by others under abnormal and emergency conditions, in which case the Union will receive written notification as soon as possible of the occurrence and any relevant conditions. It is understood that employees from the Walton Street Steam Plant bargaining unit ("WSSP") will also be assigned to work on the said distribution systems; to this extent, the Union acknowledges and accepts that it will share jurisdiction on the distribution systems, subject to the following:
- (a) the current ratio is four bargaining unit employees to four WSSP employees – that ratio shall be maintained, subject to paragraph (b) below;
  - (b) if the line crew is increased in the future, then each additional position will go first to this bargaining unit, then to WSSP, and so on; therefore, an even numbered crew will be evenly split between the two bargaining units and, if an odd numbered crew, then this bargaining unit will have the extra position; this

clause is not intended to deal with temporary increases to the line crew which typically take place when this bargaining unit is not in its operating season;

- (c) the Union acknowledges and accepts that the Corporation intends to fully integrate the line work, such that employees from each bargaining unit may work together and anywhere on the line;
- (d) in the event of overtime opportunities on the line, the Corporation shall make every reasonable effort to distribute such opportunities between the bargaining units in accordance with the ratio described in sub-paragraphs (a) and (b) above; as with all other matters in the collective agreement, the manner of distribution of overtime shall be governed for this bargaining unit in accordance with Article 12 and any current practices associated with the equitable allocation of overtime;
- (f) one minute prior to legal expiry of either this collective agreement or the WSSP collective agreement (inclusive of statutory freeze periods), the shared jurisdiction shall cease and jurisdiction on the distribution systems shall revert to the historical jurisdiction, which is effectively divided by Dundas Street – north to the WSSP and south to this bargaining unit; shared jurisdiction shall re-commence once both collective agreements are again in force; and
- (g) this Article 2.02 does not mean that the Corporation has given up its traditional rights to assign work in emergency or unusual situations, subject always to the Union's grievance and arbitration rights.

If any of the parties request it, the terms and conditions of Article 2.02 shall become subject to a triplicate agreement based on equivalent terms and conditions.

### **ARTICLE III – MANAGEMENT RIGHTS**

- 3.01 The Corporation has and shall retain the exclusive right and power to manage its business and direct its working forces provided the exercise of these functions is not in conflict with the terms of the Agreement.
- 3.02 The Corporation agrees that such rights shall be exercised in a reasonable manner which is not inconsistent with the provisions of this Agreement.
- 3.03 Nothing in this Agreement shall prevent either party from complying with the *Ontario Technical Standards and Safety Act, 2000* and its Regulations, as amended, or any other applicable Provincial or Federal Act, including the *Toronto District Heating Corporation Act, 1998*.

### **ARTICLE IV - UNION SECURITY**

- 4.01 Employees covered by the Agreement, as a condition of employment, shall become members of the Union within thirty (30) days of hiring and retain membership in the Union for the duration of the Agreement.

- 4.02 The Corporation shall require a new employee to provide within thirty (30) days of hiring an assignment to the Union of an amount required to discharge his monthly dues, initiation fees and general assessments uniformly levied. The Corporation shall continue to recognize the assignments to the Union of present employees.
- 4.03 The Corporation shall deduct and remit the monthly dues to a designated Union officer by the 15th of the following month.
- 4.04 The Union shall notify the Corporation of the amount of the required deductions.

#### **ARTICLE V – UNION REPRESENTATION**

- 5.01 Officials of the Union may have access to the Steam Plant during working hours provided their visit does not interfere with the progress of the work. Permission for each visit shall be obtained from the Chief Operating Engineer.
- 5.02
- (a) The Corporation agrees to recognize the right of the Union to elect or appoint two (2) Union stewards from among the members of the Bargaining Unit, one (1) of whom may be elected or appointed Chief Steward. One (1) Alternate Steward for the bargaining unit also may be elected or appointed, so long as it is understood that the Alternate Steward is simply a temporary replacement for an absent Steward and does not actually add to the overall complement of Stewards.
  - (b) The Union shall supply the Corporation with the names of those employees who have been elected or appointed as Union Officers, Stewards and Negotiation Committee Members, authorized to represent the Union and the Union will endeavour to keep such list up to date and the Corporation advised accordingly. The Corporation shall not recognize any other bargaining unit members other than those names supplied to the Corporation by the Union.
- 5.03 Permission to hold meetings in the Steam Plant, to deal with matters pertaining to the collective bargaining relationship between the Union and the Corporation, shall be obtained from the Chief Operating Engineer.
- 5.04 Official notices of the Union may be posted on a notice board provided in the Steam Plant.
- 5.05 The Corporation shall acquaint any new employees with the fact that a Collective Agreement is in effect and introduce a new employee to his Union Steward so that he can be advised of the terms and conditions set out in this Collective Agreement. The Corporation agrees to provide the Union Stewards with one copy of the Collective Agreement for each employee in the Bargaining Unit at the time of hire.



- 5.06 The Shop Stewards or their alternates shall be entitled to reasonable leave of absence from work during working hours without loss of pay in order to carry out their functions under this Collective Agreement. Permission to leave work during working hours for such purposes shall first be obtained from their supervisor, but such permission shall not be unreasonably withheld.
- 5.07 In bargaining between the Corporation and the Union, no more than two (2) employees shall serve on the Union's Negotiating Committee and shall be paid for time lost from normal straight time working hours at their regular rate of pay and without loss of leave credit for attending negotiating meetings with the Corporation's Negotiating Committee in direct negotiations up to but not including conciliation. Thereafter, the Negotiating Committee members shall receive unpaid time off for the purpose of attending meetings. The Negotiating Committee members shall also include the Union National Representative or his designate.

#### **ARTICLE VI – NO DISCRIMINATION OR INTIMIDATION**

- 6.01 The Corporation will not discriminate against a person with regard to employment or any other term or condition of employment because the person was or is a member of the Union or was or is exercising any other rights under the *Labour Relations Act*.
- 6.02 The parties agree to abide by the *Human Rights Code* of Ontario, as amended from time to time.
- 6.03 Any reference in this Collective Agreement to the male gender shall also be deemed to include the female gender.

#### **ARTICLE VII – NO LOCKOUTS OR STRIKES**

- 7.01 The parties acknowledge that this bargaining unit is under the jurisdiction of the *Hospital Labour Disputes Arbitration Act*; as a result, there shall be no strikes or lockouts in respect of this bargaining unit. Employees are not required to cross picket lines except to perform duties relative to System operation and the maintenance of service to equipment within the Corporation's jurisdiction and under no circumstances will an employee be required to force a crossing of a picket line.

#### **ARTICLE VIII – GRIEVANCE PROCEDURE**

- 8.01 The time limits set out in the provision of this article do not include Saturday, Sunday or Public Holidays. Grievances must be filed within ten (10) days of the latter of the grievous act or the time at which an employee became aware or should have become aware of such an act, except where both parties agree to an extension of time. There is no grievance until an employee or his steward has reported the complaint to the Chief Operating Engineer.

- 8.02 Grievances shall be submitted in writing.
- 8.03 Step 1 Grievance form is completed and signed by the employee and Union Steward and referred by the Union Steward to the Chief Operating Engineer who renders his decision in writing on the form within three (3) days of receipt.
- 8.04 Step 2 If satisfaction is not obtained in Step 1, the Union, within five (5) days may refer the grievance to the Manager of Operations, who shall consider it in the presence of the grievor, the Chief Operating Engineer, and a Steward. A Representative of the Union and an additional representative of the Corporation may also be present. The Manager of Operations will render his decision in writing on the prescribed form within five (5) days of the meeting.
- 8.05 The Union may initiate at Step 2:
- (a) Grievance arising out of the interpretation, administration or alleged violation of any provision of this Agreement which affects the bargaining unit as a whole or the Union itself.
  - (b) Grievance for an employee, other than a probationary employee, claiming wrongful discharge.
- 8.06 The Corporation may initiate at Step 2:
- (a) Grievances against the Union arising out of misinterpretation or alleged violation of any provision of this Agreement.
- 8.07 Any difference of opinion not otherwise resolved, relative to the interpretation, application or administration of this Agreement, may be settled by arbitration with a single arbitrator as set out in section 48, sub-section 2 of Chapter 232 of the *Labour Relations Act* of Ontario.
- An arbitrator shall not have the power to add to, or subtract from or change the provisions of this Agreement, or to deal with any matter not covered by this Agreement.
- Where an arbitrator determines that an employee has been discharged or otherwise disciplined by the Corporation for cause and this Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator may substitute such other penalty for the discharge or discipline as to the arbitrator seems just and reasonable in all the circumstances.
- 8.08 The Corporation and the Union shall each pay one half of the remuneration and expenses of the arbitrator, and each party shall pay their own expenses incurred in presenting a grievance at arbitration.

## **ARTICLE IX - REPRESENTATION IN CASES OF DISCIPLINE/DISCHARGE**

- 9.01 The Corporation shall advise a steward of any pending discipline and a steward shall be present at the disciplinary meeting.

When an employee is summoned to the Chief Operating Engineer's office for an interview concerning discipline, the Chief Operating Engineer will inform the employee at the outset that the meeting is a disciplinary meeting.

For an assessment of the probationary period the employee shall have the presence of his Union steward to represent him during the assessment.

- 9.02 The employee shall receive the original of all disciplinary letters recorded in his personnel file, and the Union shall be copied.

Said letters shall be destroyed eighteen (18) months from the date of issue.

- 9.03 An employee and/or a Union representative shall be entitled to review the employee's personnel file upon request in the presence of a Corporation representative. Plant production shall not be unreasonably affected.

## **ARTICLE X - SENIORITY**

- 10.01 (a) Seniority is defined as the length of continuous service with the Corporation since the employee's last date of hire. Upon completion of the probationary period the employee's seniority shall be dated as retroactive to the first day of the probationary period.

- (b) When two (2) or more employees are hired on the same day, their seniority shall be ranked by seniority of certificate.

- 10.02 The seniority list shall be posted on or about January 1 each year. The seniority list shall show date of hire and length of seniority.

- 10.03 Probationary Period:

- (a) The probationary period for new employees shall be 720 hours worked with 480 hours being worked when the plant is in operation, and shall include overtime hours worked. A probationary period may be altered on written agreement of both parties. Such agreement may include, without limitation, situations when an employee is hired in the middle of the heating season as a replacement or when an employee is hired during a period when the plant is not in operation.

- (b) An employee is entitled to the benefit coverage provided in the collective agreement (including OHIP premiums or equivalent) on successful completion of the probationary period as follow:



- (i) if the employee is continuing in active employment, effective the first of the month following completion of the probationary period; or
- (ii) if the employee is laid off prior to the commencement of benefits under (a) above, then benefit coverage will commence effective the first of the month following recall.

10.04 The dismissal of a probationary employee shall not be made the subject of a grievance unless the Corporation has acted in an arbitrary, discriminating or bad faith manner.

#### **ARTICLE XI – VACANCIES, PROMOTIONS AND LAY-OFFS**

11.01 When a vacancy or new position occurs within the bargaining unit the vacancy shall:

- (a) be posted for 10 consecutive working days.
- (b) Promotion and filling of vacancies shall be on the basis of ability and seniority. When ability is deemed relatively equal and satisfactory, the employee having greater seniority shall be granted the position.

11.02 It is understood that when an employee bids into a vacancy in another classification and is successful, such employee shall work for a period of thirty (30) calendar days as a trial period. If the employee's performance is satisfactory during the trial period, the promotion shall be confirmed. If the employee's performance is unsatisfactory during the trial period or if the employee wishes to return to his position, the employee shall be transferred back to his previous position with all rights, privileges and the wage rate previously enjoyed; in such event, it shall not be necessary for the Corporation to re-post the vacancy.

11.03 (a) It is understood that when an employee posts into a vacancy in another bargaining unit and (i) if the employee's performance is unsatisfactory or (ii) if the employee wishes to return to his previous position, he shall be able to return to his previous position in this bargaining unit with all rights, privileges and the wage rate previously enjoyed within thirty (30) calendar days. Although there is no limit on the number of times an employee can post on a vacancy in another bargaining unit, the employee shall only be able to exercise these reversion rights once.

It is agreed that should the employee be confirmed in the position in another bargaining unit, the vacated position in this bargaining unit shall be posted and filled in accordance with the posting provisions of the Collective Agreement following the thirty (30) calendar day period.

- (b) When an employee temporarily accepts or is promoted outside the bargaining unit to a management position, he shall continue to accumulate seniority for six (6) months, after which time he shall lose all seniority. The employee shall only be able to accumulate seniority in this fashion once.

11.04 In lay-off situations, if the reduction required by the Corporation cannot be achieved through the mutual agreement of the parties, then the most junior employee shall be the first laid off and the senior employee shall be the first re-hired. The Corporation shall not unreasonably withhold its agreement unless it requires the skill and ability of the employee. Rehiring entitlement is limited to twelve months from date of lay-off and is voided by:

- (a) Refusal of vacancy.
- (b) Failure to report intention to return within 5 days of registered mail or delivery of notice of recall, unless it was not reasonably possible to do so.
- (c) Failure of availability for work within 14 days of receipt of registered mail or delivery of notice of recall, unless it was not reasonably possible to do so.

For the purposes of this provision, it is the responsibility of the employee to ensure that the Corporation has his most current address. Any changes in address should be provided to the Corporation in writing. The Corporation cannot be held responsible for any notices which are sent to the last known address of an employee if that address is no longer valid.

11.05 When a senior employee is laid off and bumps a junior employee in a lower classification which he is capable of performing, he shall be paid the rate for the lower classification.

11.06 Seniority shall be maintained but not accumulated during periods of lay-off in excess of thirty (30) calendar days.

11.07 An employee shall lose his seniority and be deemed to be terminated if he has been absent from work without notice for a period of three (3) consecutive working days. The Corporation shall reinstate the employee without loss of seniority if satisfactory reasons are provided within five (5) working days following the date of termination.

11.08 The Corporation will provide to the Union six months' notice of permanent discontinuation of operation which would result in any employment termination. Such notice is in addition to any severance pay entitlement.

11.09 If the Corporation commences operations at a plant in another location, present employees in the bargaining unit will be given first opportunity to apply for and be considered for any vacancies. Selection and transfer shall be on the same basis as set out in Article 11.01.

## **ARTICLE XII - HOURS OF WORK AND OVERTIME**

12.01 (a) A normal work week may be either of the following:

- (i) 40 hours consisting of 5 consecutive days on, of 8 hours per day, and 2 consecutive days off per week; or
  - (ii) 40 hours (averaged over a two week period) of 12 hours per day on a rotating schedule.
- (b) For all purposes, other than scheduling and overtime, the normal work week shall be considered to mean 5 days per week at 8 hours per day.
- (c) To the extent necessary, the collective agreement shall be reasonably adjusted to account for 12 hour shifts, including:
  - (i) Days of rest need not be consecutive when changing from winter to summer schedule or vice versa.
  - (ii) Article XIV (Public Holidays) shall be as per current adjustment practices.
  - (iii) Where required, if days must be converted to hours, one (1) day equals eight (8) hours.
- 12.02 All overtime is calculated on base rates and is payable at double time. For the purposes of this provision, base rate includes the merit premium, but does not include any shift or weekend premium.
- 12.03 If an employee is called in to work other than during his regular working hours he will receive not less than three (3) hours of work or pay at the overtime rate, provided, however, that this paragraph will not apply if such work occurred immediately prior to or succeeding the employee's regular shift. In the event of an unscheduled emergency an employee will receive not less than four (4) hours of work or pay at the overtime rate of pay. Further, all call-ins during the minimum guarantee period will be covered by the minimum guarantee.
- 12.04 Overtime shall be allotted as equitably as practicable among the employees. New employees will not be put on the overtime list until training is completed.
- 12.05 The Corporation shall maintain overtime logs. The Chief Steward shall have access to the logs.
- 12.06 (a) The Corporation shall post a basic 4-week schedule which shall be subject to change by the Corporation, provided that any change is posted at least 7 days in advance of the scheduled change. If the Corporation changes the schedule without the required notice, the hours worked by an affected employee on the shifts falling in the period between the actual notice given and the required notice shall be paid at normal overtime rates. This provision does not apply where the basic schedule has to be changed as soon as practicable due to emergency operating requirements. In such cases an employee shall be paid at the normal overtime rates for the first shift worked.

- (b) For an employee posted as relief, his hours shall be as scheduled or the hours of the absent employee. The Union and its members agree to cooperate with the Corporation in making reasonable efforts to ensure that the relief operator has reasonable regular hours of work.
  - (c) An employee may exchange a regular scheduled shift with another on a basis of mutual agreement, with the consent of the Chief Operating Engineer and such consent shall not be unreasonably withheld. On this exchange basis overtime rates shall not be paid.
- 12.07 (a) Employees relieving in a higher classification shall receive the wage rate of such classification from the beginning of the first hour.
- (b) When an employee is reclassified or promoted, he shall be notified in writing.
  - (c) When an employee is temporarily assigned a job in a lower classification he shall maintain the wage rate for the higher classification.
- 12.08 The parties recognize the need to provide continuous service to the public and, to this end, overtime will be required from time-to-time accordingly the employees agree to work such overtime as is necessary in accordance with the Ontario *Technical Standards and Safety Act, 2000* and its Regulations, as amended.
- 12.09 If an employee is scheduled to work a shift within six (6) hours following sixteen (16) hours of continuous work, he shall be permitted to remain away from work for that shift without loss of straight time, at base rate. Except in extraordinary situations, no employee shall be required to work more than sixteen (16) hours in any twenty-four (24) hour period, measured from the last hour worked.
- 12.10 During the summer period of shut-down only, all employees shall be allowed a paid thirty (30) minute lunch period subject to management's right to schedule said lunch periods so as to maintain adequate staff coverage at the plant.
- During the heating season, the paid thirty (30) minute lunch period allowed to maintenance employees shall be taken on the job site (at the plant or on the distribution system as the case may be).

### **ARTICLE XIII - MEAL ALLOWANCE**

- 13.01 When an employee is required to work and overtime is involved, a meal allowance of \$10.00 shall be paid following two (2) hours of such overtime work and at intervals of four (4) hours thereafter until released. For example, any worker who works beyond an 8-hour regular shift should be paid a meal allowance after 10 hours, 14 hours, and so on. There shall be a maximum of four (4) meal allowances in any 24 hour period. A meal allowance is not required during the regular hours of a shift (8-hours or 12-hours), whether it is a regular or scheduled overtime shift, including scheduled shift that falls on a statutory holiday.



#### **ARTICLE XIV - PUBLIC HOLIDAYS**

14.01 Public Holidays are New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day (when it falls on Monday to Friday inclusive), Christmas Day, Boxing Day, plus three Floating Holidays per contract year. The Floating Holidays must be taken within the contract year they are granted, are at the request of the employee and subject to the convenience of the Corporation. If a new employee terminates prior to completion of the probationary period and one or more Floating Holiday has been taken, the Corporation shall recover such overpayment. The parties agree that these holidays and the manner in which they are provided are at least an equal benefit to any provided by legislation.

When employees are not working on a rotating shift schedule and when Christmas, New Year's Day or Canada Day fall on a Saturday or Sunday, the following Monday shall be observed as the Public Holiday. When Christmas falls on a Saturday or Sunday, the following Tuesday shall be observed as the Boxing Day Public Holiday. When Christmas falls on a Friday, the following Monday shall be observed as the Boxing Day Public Holiday.

Employees on lay-off are not entitled to those public holidays that fall during the period of their lay-off. As well the three Floating Holidays will be pro-rated in accordance with the number of months worked per year by such employees.

14.02 An employee is allowed 8 hours\* at straight time pay for the day upon which a Public Holiday is observed, regardless of whether or not such a day is a scheduled working day.

An employee scheduled to work on any observed Public Holiday shall have the option of receiving 8 hours\* at straight time pay as provided above or shall be allowed one day in lieu at straight time pay.

\* Employees working on a rotating schedule (as per Article 12.01(a)(ii) are allowed twelve (12) hours for the following public holidays: New Year's Day, Good Friday, Easter Monday, Remembrance Day (when it falls on a Monday through Friday inclusive), Christmas Day and Boxing Day.

Lieu days should be taken within 12 months of date earned, subject to management approval. Monetary equivalent to lieu days may be taken at employee's option. This provision is subject to any lieu day plan that the parties are able to agree upon.

14.03 An employee is allowed double time payment for all scheduled hours worked on a Public Holiday.



## ARTICLE XV - VACATION

15.01 Vacation shall be arranged at mutual convenience taking into account the operational needs of the Corporation. The Corporation shall not unreasonably deny a vacation request. It shall not be unreasonable to deny a vacation request which falls outside the dates from May 15th to October 15th or which otherwise results in an additional financial burden for the Corporation. Employees on lay-off will have their vacation entitlement pro-rated accordingly.

15.02 Vacation is allowed in the calendar year of seniority date at one day for each complete calendar month to a total of ten days.

15.03 In and from the calendar year following seniority date, three weeks of vacation are allowed. Vacation pay shall be calculated as 6% of the current year's pay and paid in the first month of the following year.

15.04 In the following years, vacation and vacation pay shall be as follows:

| Year            | Vacation            | Vacation Pay |
|-----------------|---------------------|--------------|
| 4 <sup>th</sup> | 3 weeks plus 2 days | 6.8%         |
| 5 <sup>th</sup> | 3 weeks plus 3 days | 7.2%         |
| 6 <sup>th</sup> | 3 weeks plus 4 days | 7.6%         |
| 7 <sup>th</sup> | 4 weeks             | 8.0%         |
|                 |                     |              |

Vacation pay shall be calculated as a percentage of the current year's pay and paid in the first month of the following year.

15.05 Employees who have completed fifteen (15) years or more of continuous employment as of January 1<sup>st</sup> shall be entitled to five weeks' vacation (25 working days) with vacation pay calculated as ten percent (10%) of current year's pay and paid in the first month of the following year.

15.06 Employees who have completed twenty-five (25) years or more of continuous employment as of January 1st shall be entitled to six (6) weeks' vacation (30 working days), with vacation pay calculated as twelve per cent (12%) of current year's pay and paid in the first month of the following year.

15.07 An employee shall be allowed to carry over up to two weeks of vacation per year, but in no case will the carry over extend beyond December 31st of the following calendar year, except in exceptional circumstances.

15.08 Vacation arranged as carry over is paid at the hourly rate applicable when vacation is taken.

- 15.09 When employment is terminated other than in the year of normal retirement, the employee shall be allowed a proportional vacation credit for the complete calendar months worked in the final calendar year as related to that year's otherwise allowance. If, prior to termination, vacation taken exceeds the proportional credit the Corporation will recover the overpayment. In the year of normal retirement the full year's vacation is allowed.

#### **ARTICLE XVI - LEAVES OF ABSENCE**

- 16.01 Pregnancy and parental leave shall be granted in accordance with the *Employment Standards Act*.
- 16.02 It is agreed that an employee may be granted leave of absence without pay for illness or personal reasons. Application must be made in writing and submitted to the Chief Operating Engineer or designate for approval. Employees on approved leave shall not accumulate or receive any benefits under this Agreement for the duration of the absence. For a leave of two months' duration or less or such longer period as may be mutually agreed upon between the parties and upon prepayment by the employee, the Corporation agrees to continue such benefit coverage as may be possible.
- 16.03 It is further agreed that any employee covered by this Agreement who is elected or appointed to an executive office of the Union shall receive consideration of the Corporation to make it possible for him to attend Union meetings or conventions.
- 16.04 An employee who is elected or appointed to an official position within the Union shall be granted upon written request leave of absence without pay for a period not exceeding twenty-four (24) months and maintain full seniority rights, and shall be allowed to participate in the Medical and Hospital Services Plans providing the entire contribution is made by the employee.
- 16.05 Stewards and Health and Safety Representatives may receive two (2) days per year each, paid leaves of absence at mutually agreeable times to attend Union Education and Health and Safety related courses. Should additional days be required, such requests shall not be unreasonably denied.

#### **ARTICLE XVII - BEREAVEMENT LEAVE**

- 17.01 An employee shall be granted bereavement leave without loss of pay as follows:
- (a) Up to five (5) consecutive working days to assist with arrangements and/or to attend the funeral in case of death of employee's spouse, child, brother, sister or parent. Payment shall be at the employee's base rate of pay.
  - (b) Up to three (3) consecutive working days inclusive of the date of the funeral to assist with arrangements and/or to attend the funeral in case of death of the employee's grandparent, mother-in-law or father-in-law, or relative residing in the employee's home. Payment shall be at the employee's base rate of pay.

- (c) The day of the funeral for attendance at the funeral in the case of the death of the employee's brother-in law or sister-in-law. Payment shall be at the employee's base rate of pay.
  - (d) Consideration may be given for granting or extending time under abnormal circumstance, or if extensive travel is necessary.
- 17.02 The Chief Operating Engineer or designate has a discretion to extend the Bereavement Leave provisions under Article 17.01 (a) by up to 2 additional paid days leave.
- 17.03 A Shop Steward or his designate shall be permitted, without loss of regular scheduled pay to attend the funeral of bargaining unit members; it is required that arrangements be made beforehand with the Chief Operating Engineer.
- 17.04 Consistent with the operational considerations set out in Article 15.01, the Corporation will endeavour to grant vacation requests on short notice to supplement bereavement leave.

#### **ARTICLE XVIII - JURY DUTY**

- 18.01 An employee who is required to serve as juror, or who is a subpoenaed witness in a Court proceeding in which the Crown is a party shall receive the difference between his normal earnings and the amount paid in connection with such service. The employee shall notify the Corporation as soon as possible after receipt of notice to appear. The Corporation may require the employee to furnish a certificate of service from an officer of the Court before making payment under this section. It is understood that any meal payment or mileage paid by the Court is retained by the employee.

#### **ARTICLE XIX - WAGES**

- 19.01 (a) Wage rates to be as follows: Year 1 – 2.75% increase, Year 2 – 2.75% increase and Year 3 – 2.75% increase.

| Classification        | April 1, 2010 | April 1, 2011 | April 1, 2012 |
|-----------------------|---------------|---------------|---------------|
| 4 <sup>th</sup> Class | 24.04         | 24.70         | 25.38         |
| 3 <sup>rd</sup> Class | 31.93         | 32.81         | 33.72         |
| 2 <sup>nd</sup> Class | 34.77         | 35.73         | 36.71         |
| Millwright            | 34.77         | 35.73         | 36.71         |

The Corporation agrees to ensure wage parity for members at Pearl Street for any wage increases beyond what is agreed to in this settlement that is achieved by the CEP for its workers at Walton Street, including wage increases resulting from reclassification.

(b) Shift premiums to be as follows:

- (i) An employee who works a full afternoon or night shift will receive a premium of \$1.25 per hour, effective date of ratification. Any shift worker who works overtime into the afternoon or night shift will receive shift premium for the hours actually worked in the afternoon or night shift.
- (ii) An employee who works a full shift between the hours of 7:00 p.m. Friday and 7:00 a.m. Monday will receive a weekend premium of \$3.10 per hour, effective date of ratification for each full hour worked in any such shift. This weekend premium shall be in addition to any shift premium to which the employee is entitled.
- (iii) An employee who works overtime on an afternoon, night or weekend shift shall receive the appropriate shift premium for all hours worked in addition to the overtime rate.

(c) Merit Premiums:

Any employee in the bargaining unit who acquires a Stationary Engineer's Certificate at a level higher than the level at which he is employed will receive a premium of \$1.50 per hour. Any employee in the bargaining unit who acquires a Millwright Ticket will receive a premium of fifty cents (\$.50) per hour. Said premiums are surrendered when the employee is promoted to the corresponding classification level. Said premiums also would be surrendered if the employee fails to apply for a vacant position for which he is qualified (and in respect of which qualification he is receiving a premium). Every employee claiming entitlement to a merit premium is required to provide satisfactory proof of completion to the Corporation and will be paid said premium from the date such proof is provided. The merit premium cannot be claimed by students, part time employees, or probationary employees until probation is completed. The merit premium can be claimed by a millwright only when he acquires a Stationary Engineer's Certificate at 2nd class or 1st class and not for any lesser Stationary Engineer's Certificate.

\*An interim premium is payable to 2nd class Stationary Engineers who successfully complete 6 of 7 1st class modules, including boilers and auxiliary. The interim premium shall be one dollar and ten cents (\$1.10) per hour.

(d) Merit Premium - Millwright:

If a Stationary Engineer successfully bids into the position of Millwright, it shall not affect any premiums to which he is entitled at the time of the bid, or for which he is potentially entitled, including the Millwright premium itself.

- 19.02 In the event of a new job classification being created, wage rates shall be negotiated between the Union and the Corporation. If no agreement is reached on the wage rate, the matter may be submitted to arbitration. The Arbitrator, established to rule on the matter, shall be restricted solely to determining the appropriateness of the wage as applicable to other related rates within the bargaining unit.
- 19.03 The Union and its members agree to reasonably cooperate with the Company in making application under the E.I. Premium Reduction Plan, with any rebate to employees to be reinvested or paid out pursuant to mutual agreement between the parties.
- 19.04. Students employed during the school vacation period will be paid as follows:

| Classification | April 1, 2008 | April 1, 2009 |
|----------------|---------------|---------------|
| Student        | \$13.50       | \$14.00       |

#### **ARTICLE XX - MEDICAL AND HOSPITAL SERVICES**

- 20.01 Coverage with Ontario Health Insurance Commission and Plan for supplementary Hospital Care is provided. Coverage shall be equivalent to Ontario Hospital Services Commission, Blue Cross Plan for Hospital Care and Ontario Health Services Insurance Plan.
- 20.02 (a) Present coverage under the Extended Health Care Plan ("EHC Plan") will be continued at the Corporation's expense.
- (b) Effective the date of ratification, the EHC Plan coverage for vision care will provide up to \$375.00 per person covered, once every two years. Eye exams shall be permitted every twenty-four (24) months to a maximum of \$75.00 for each person who is covered under the plan.
- Hearing aids shall be included at \$450.00 per three (3) years for each person who is covered under the Plan.
- (c) The Corporation will pay the reasonable cost for the supply and maintenance of prescription safety glasses which shall remain the property of the Corporation. Said prescription safety glasses are only for use while on duty in the employ of the Corporation.
- 20.03 Negotiated wage settlement includes any premium difference refund for medical and hospital insurance plans.



20.04 (a) The Corporation agrees to contribute one hundred percent (100%) of the premium for Green Shield Dental Plan #94 (or equivalent) at the current O.D.A. fee schedule on behalf of each active employee

(b) Additional dental coverage will be provided as follows:

(i) Major restorative, to a maximum of \$2,000 per calendar year; and

(ii) Orthodontics, to a maximum of \$2,000 per person, lifetime.

The additional dental coverage is 90% - 10% co-insurance, with the employee responsible for 10% of the cost of each treatment. There is no deductible. The additional dental coverage is otherwise subject to the terms and conditions of the insurance policy.

The Corporation will pay 90% of the cost of the additional dental coverage. The remaining 10% will be paid by the employees, and deducted from their wages.

20.05 (a) The Corporation will pay for life insurance equivalent to two times the employee's annual earnings.

(b) The Corporation will pay for accidental death and dismemberment (AD&D) insurance equivalent to two times the employee's annual earnings.

(c) For the purposes of this provision, annual earnings will be projected as the straight time rate multiplied by 2080 hours or such lesser number of hours as may be pro-rated for employees who are subject to lay-off during the non-heating season.

20.06 Employees on lay-off are entitled to benefit coverage until the end of the first full month after the date the lay-off occurs. For lay-offs caused by the summer period of shut-down, or such other lay-offs as may be mutually agreed upon between the parties, and upon prepayment by the employee, the Corporation agrees to continue such benefit coverage as may be possible.

20.07 The Corporation agrees to continue benefit coverage under this Article for a period of two years following death, for the benefit of dependent survivors of an eligible employee.

**ARTICLE XXI - SICK PAY CREDIT**

- 21.01 The Corporation agrees to cover its employees by the Hospitals of Ontario Disability Income Program (HOODIP) and to provide standard sick leave and long-term disability benefits in accordance with the plan. The Corporation agrees to contribute each month for the cost of the Program for each employee eligible to be enrolled under the program; in accordance with its provisions, an amount equal to one hundred percent (100%) of the premium. It is agreed and understood that if HOODIP does not allow continuation of the Corporation in the plan, the Corporation will provide its employees with the same sick leave and long-term disability benefits and pay one hundred percent (100%) of the premiums.
- 21.02 The Corporation further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two (2) days of the fourth and subsequent period of absence in any calendar year.
- 21.03 The Corporation may request proof of illness from any employee who claims the benefits set out in the previous paragraphs. Such proof normally would be in the form of a medical certificate from a doctor, which would describe what prevents the employee from working, when the employee can be expected to return, if known, and what restrictions the employee might have, if any, on return to work. The reasonable cost of a medical certificate, if requested by the Corporation, shall be paid by the Corporation.
- 21.04 An employee's return to work after sick leave or accident, or an employees' return to regular duties from a period of modified work, may be conditional on his supplying, when requested, a medical certificate from a doctor saying that the employee is capable of returning to "normal duties". The reasonable cost of a medical certificate, if requested by the Corporation, shall be paid by the Corporation.
- 21.05 Sick Bank: As of the date of ratification, in accordance with the list provided by the Corporation, each employee's sick bank shall be frozen, subject to availability for use for the following:
- (a) For the purposes of E.I. or LTD or W.S.I.B. the employee shall have the option of accepting EI, LTD or WSIB payments, or using any outstanding sick bank credit he has to top-up such payments to receive 100% of his normal wages, in which case the value of the top-up will be deducted from his sick bank.
  - (c) Upon termination of employment, other than discharge for cause or voluntary resignation (unless for medical reasons), there is to be paid to the employee an amount equal to the accumulated sick bank owing to the employee, but such amount is not to exceed one hundred (100) working days. The corporation agrees to pay an employee who has attained the age of 55 and requests retirement, one hundred percent (100%) of the sick bank owing to the maximum referred to

herein. No such payment is to be made to any employee with less than five (5) years seniority. In the event of the death of an employee, all sick bank owing shall be paid to the employee's estate in accordance with the provisions of this clause.

#### ARTICLE XXII – PENSIONS

- 22.01 Pensions shall be based on OMERS Basic, but shall include Supplementary Benefit Agreement No. 396 and Amending Agreement No. 1 to Supplementary Agreement No. 396.

#### ARTICLE XXIII – SAFETY

- 23.01 The Corporation and the Union agree that they will cooperate to the fullest practical extent in the prevention of accidents and in the promotion of the safety and health of employees and in this endeavour it is recognized that the employees may bring any problems in these areas to the attention of the Chief Engineer and/or the Union.
- 23.02 The Corporation agrees to recognize two (2) members of the Bargaining Unit who shall be elected or appointed as the Health and Safety Representative. At least one Health and Safety Representative shall participate in any meeting of the Corporation's Joint Health and Safety Committee and shall be compensated at his/her regular or premium rate of pay for time spent in meetings, whichever is appropriate.
- 23.03 The Corporation and the Union agree to fully abide by the provisions of the *Occupational Health and Safety Act*.
- 23.04 The Corporation will supply the safety equipment it considers necessary to protect employees and the public at no cost to the employees except safety footwear which is provided under Article 23.05 below.
- 23.05 Protective Footwear: The Corporation will provide two hundred twenty dollars (\$220.00) to each full-time employee per calendar year for the purchase of C.S.A. approved footwear, which is mandatory for all employees unless excused by a doctor as evidenced by medical documentation. An employee is allowed to carry over any unused portion of the allowance into the following contract year. Carry over shall not exceed that contract year's entitlement. Said footwear is only for use while on duty in the employ of the Corporation. An employee shall not be permitted to work unless he is wearing safety footwear, which is maintained in good condition and repair.
- 23.06 The Corporation will provide clothing and replacement clothing to all of its employees, as each employee requires, in accordance with the established practice. The type of clothing covered by this provision includes; shirts, pants, winter coats, vests, coveralls (regular and insulated) and other clothing as required. The Corporation shall not unreasonably deny any employee's request

for clothing that he claims is required. The Corporation will launder all clothing as required.

23.07 Should an employee be sent home or sent for treatment as a result of an accident covered by the *Workers' Compensation Act*, s/he shall be paid for the remainder of the normal shift of work on the day of the accident by the Corporation at the rate of pay lost.

23.08 The Corporation shall maintain adequate washroom and shower facilities in the plant.

#### **ARTICLE XXIV – GENERAL**

24.01 The present practice of supply of work tools at the Corporations' expense will continue.

24.02 A Labour/Management Committee will be established consisting of up to two (2) Union representatives and up to two (2) representatives of the Corporation.

- (a) On the request of either party, the parties shall meet no more than once every two months during the life of this Agreement for the purpose of discussing issues related to the workplace which affect the parties or any employee bound by this agreement.
- (b) A Union representative and a representative of the Corporation will be designated as Joint Chairpersons of such meetings and will chair meetings on an alternating basis.
- (c) The committee shall receive a notice and agenda for the meeting at least five (5) working days in advance of the meeting. The Co-chairpersons of the Committee shall determine such agendas.
- (d) The Union representatives serving on the Committee will be paid at their regular straight time base rate of pay while in attendance at such meetings.

**ARTICLE XXV - TERM OF AGREEMENT**

25.01 This Agreement is effective from April 1, 2010 to March 31, 2013 and from year to year thereafter unless either party gives notice in writing not more than sixty days prior to the expiration date of their desire for amendment.

DATED AT TORONTO, this                      day of

FOR THE UNION:

FOR THE CORPORATION:

**Collective Agreement resolved in accordance with Award of Arbitrator Carrier, dated January 14, 2012.**



## APPENDIX "A"

### Lead Hand

1. The Corporation has the sole discretion to determine whether or not a vacancy exists in respect of the assignment of a Lead Hand. Without limitation, this includes the sole discretion to determine that a Lead Hand is required for only a temporary period, that more than one Lead Hand is required, or that a Lead Hand is no longer required.
2. If a vacancy is declared, the Corporation will post the vacancy as per its usual policy, and in accordance with Article 11.01.
3. In considering the "ability" of applicants for the assignment as Lead Hand, it will be relevant for the Corporation to consider, without limitation, communication and interpersonal skills, which consideration will inevitably require subjective determinations by the Corporation.
4. Guidelines for the position of Lead Hand will be determined from time to time by the Corporation, but will be generally as follows, in terms of regular and ongoing responsibilities:
  - primary replacement for Chief Operation Engineer, in respect of all non-managerial responsibilities, including completion of form regarding daily work to be done by the maintenance crew;
  - ensure that the annual maintenance programme is achieved and work orders are carried out; ensure that necessary records are kept of this work;
  - order materials and spare parts;
  - primary responsibility for safety checks on boilers and equipment;
  - call contractors and work with them to coordinate their work with the work of bargaining unit members;
  - continue with regular duties as an operating engineer in addition to Lead Hand responsibilities.
5. The Lead Hand premium shall be \$2.20 per hour effective April 1, 2004
6. Nothing in this Agreement shall be interpreted so as to change the normal responsibilities of any operating engineers who, in the normal course, may also be required to perform some or all of the duties listed above.

## APPENDIX "B"

### Cross-Training and Re-Training

The parties agree in principle that cross-training and re-training for employees is viewed as being of benefit to both the Corporation and members of the bargaining unit. The Union shall be properly advised of any proposed training initiatives referred to herein, prior to any notice of same being sent out to bargaining unit members.

It is agreed that any such training referred to in this letter shall be offered to the members of the bargaining unit in order of seniority.

It is further understood that any such training opportunities shall not be deemed as a mandatory requirement for any member of the bargaining unit.

## APPENDIX "C"

### Letters of Understanding

#### Pay Equity

Pursuant to section 13(1)(b) of the Act, the parties are agreed that there are no female dominated job classes for the purposes of comparison.

#### 12 Hour Shifts

The parties are agreed that the Corporation may continue its practice of scheduling 12 hour shifts during the winter (operating) season.

The parties agree to reasonably adjust the collective agreement as may be required, including:

- (a) Article 12.01: regarding normal work week and hours to be adjusted to a 12 hour schedule. Also, days of rest need not be consecutive when changing from winter to summer schedule or vice versa.
- (b) Article XIV: as per current adjustment practices.
- (c) Articles XII, XV, XVII, 21.01(a) and otherwise as may be required: if days must be converted to hours, one (1) day equals (8) hours.
- (d) Article 21.01(d): should be read as requiring one-and-one-half hours before scheduled shift start.

#### Summer Hours

In and following the summer of 1998, the Corporation shall revert to the traditional Summer Hours Schedule of 8 ½ hours from Monday to Thursday inclusive and 6 hours on Friday.

### Overtime Rules

To further clarify the application of Article 12.04 the following overtime rules shall be followed:

- (i) Overtime will be first offered within the employees' department. For the purposes of overtime distribution there are two (2) departments, Operations and Maintenance at the Pearl Street Steam Plant.

The Operations Department is comprised of Shift Engineers, Assistant Shift Engineers, and Relief Engineers (only when specifically assigned to an Operations shift).

The Maintenance Department is comprised of Maintenance Co-ordinator, Millwright, Line Crew, Maintenance Engineers, and Relief Engineers (except as above).

- (ii) Each department will keep a separate overtime list and cover their departmental overtime with employees within that department, unless one department is exhausted of its employees.
- (iii) Employees from each department must be given first opportunity to accept the overtime and a set time dictated by the circumstances of the overtime to respond before employees from outside the department are offered the opportunity.
- (iv) Employees with the lowest recorded overtime hours will be given first opportunity at the overtime and if refused then the next lowest and so on; however, when it is reasonably anticipated that overtime will last for two hours or less following the completion of a regular shift, that overtime will be offered to the employees on the shift and not distributed in accordance with these provisions, except that the hours worked will be recorded on the overtime list.
- (v) In the case of Maintenance overtime, the Lead Hand PSSP and the Lead Hand Distribution will be offered equal opportunities along with other employees.
- (vi) If an employee cannot be contacted or declines the opportunity for the offered overtime, the actual number of hours of overtime worked by his replacement will be recorded against him on the master list. The Shift Engineer will record these hours as "declined" or "non-contact" as the case may be, and will enter same on the master list beside the employee's name.
- (vii) The overtime records will be reset each year on January 1<sup>st</sup> of that year.

## APPENDIX "D"

### Application of Article 11.09

In the application of Article 11.09, because there is equivalent language in the collective agreement with employees of the Walton Street Steam Plant, the Corporation will be guided as follows:

The Corporation recognizes that the employees of the Pearl Street Steam Plant (members of TCEU Local 416 CUPE) historically were equivalent in numbers of employees and new work opportunities to the employees of the Walton Street Steam Plant. The Corporation further recognizes that Walton Street employees have gained certain additional opportunities thereby increasing the members of the bargaining unit. Therefore, if the Corporation commences operations at a plant in another location in the Greater Toronto area, members of T.C.E.U. Local 416, C.U.P.E. who are employed by the Corporation shall be given the first opportunity, in order of seniority, to fill the available positions (that are equivalent to positions in the bargaining unit) prior to anyone being hired from outside the Pearl Street bargaining unit, provided that they are qualified and able to perform the available work.

The utilization of seniority to fill the vacancies referred to herein shall not diminish the provisions of Article 11.01 of the collective agreement in any other instance.

Should a vacancy arise in the bargaining unit at the Pearl Street Steam Plant, as a result of a new opportunity arising at another location, as referenced in this Appendix, said vacancy shall be posted in accordance with the provisions of the collective agreement.

This Appendix shall remain in force and effect until seven such opportunities have been offered to the members of T.C.E.U. Local 416, C.U.P.E. who are employed by the Corporation or until the numerical advantage enjoyed by Walton Street employees, as of September 1, 2004, otherwise disappears. This Appendix does not diminish or alter the provisions related to line work as referred to in Article 2.02.