

COLLECTIVE AGREEMENT

Between

RELIANCE COMFORT LIMITED
PARTNERSHIP

SOUTH-WEST & CENTRAL DISTRICTS

And

COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION,
LOCAL 1999

January 1, 2009 through March 31, 2012

THIS AGREEMENT entered into the 29th day of April, 2009

BETWEEN:

RELIANCE COMFORT LIMITED PARTNERSHIP

SOUTH-WEST & CENTRAL DISTRICTS

(hereinafter referred to as the "Company")

OF THE FIRST PART

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION,

LOCAL 1999

(hereinafter referred to as the "Union")

OF THE SECOND PART

Table of Contents

ARTICLE 1 - DEFINITIONS.....	5
ARTICLE 2 - RECOGNITION.....	6
ARTICLE 3 – DEDUCTION OF UNION DUES	7
ARTICLE 4 – NO STRIKES, NO LOCK OUTS	8
ARTICLE 5 – RESERVATION TO MANAGEMENT	8
ARTICLE 6 - REPRESENTATION	9
ARTICLE 7 – GRIEVANCE PROCEDURE.....	10
ARTICLE 8 - ARBITRATION	11
ARTICLE 9 - SENIORITY.....	12
9.04 LAY OFF AND RECALL	13
ARTICLE 10 – JOB POSTINGS AND FILLING OF VACANCIES.....	17
ARTICLE 11 – MOVEMENT BETWEEN DISTRICTS	19
ARTICLE 12 – WAGES & JOB PROGRESSIONS (HOURLY EMPLOYEES).....	19
ARTICLE 13 – WAGES & JOB PROGRESSIONS (CLERICAL EMPLOYEES)	20
ARTICLE 14 – HOURS OF WORK AND SHIFT PREMIUM.....	22
ARTICLE 15 - OVERTIME.....	24
ARTICLE 16 – CALL OUT.....	25
ARTICLE 17 – STAND BY	25
ARTICLE 18 - HOLIDAYS.....	26
ARTICLE 19 – SCHEDULED PAID PERSONAL DAYS OFF	27
ARTICLE 20 - VACATION	29
ARTICLE 21 – EMPLOYEE BENEFITS.....	31
21.02 SICK PAY BENEFITS	32
21.03 INJURY AND ILLNESS ACCOMMODATION	33
21.04 PENSION.....	33
ARTICLE 22 – CLOTHING, TOOLS & EQUIPMENT.....	33
ARTICLE 23 – SAFETY AND HEALTH.....	34
ARTICLE 24 – LEAVES OF ABSENCE	35
ARTICLE 25 - GENERAL	36
25.01 DISMISSAL	36
25.02 BULLETIN BOARDS	36
25.03 COLLECTIVE AGREEMENTS.....	36
25.04 CONTRACTING OUT	37
25.05 TECHNOLOGICAL CHANGE.....	37
25.06 STUDENTS	37
ARTICLE 26 – TERM OF AGREEMENT.....	38
APPENDIX "A" - EFFECTIVE JANUARY 1, 2009	
HOURLY JOB CLASSIFICATIONS AND WAGE RATES	40
APPENDIX "A" - EFFECTIVE JANUARY 1, 2010	
HOURLY JOB CLASSIFICATIONS AND WAGE RATES	42
APPENDIX "A" - EFFECTIVE JANUARY 1, 2011	
HOURLY JOB CLASSIFICATIONS AND WAGE RATES.....	44
APPENDIX "B"	
INSTALLATION TASK RATES SCHEDULE.....	46
APPENDIX "C"	
CLERICAL JOB CLASSIFICATION AND WAGE SCHEDULE	52

APPENDIX “D”	
TEMPORARY & CONTINUOUS PART-TIME EMPLOYEES	53
APPENDIX “E”	
INSTALLERS	57
ONE AND DONE – PHASE 2	60
LETTERS OF UNDERSTANDING	62
LETTER OF UNDERSTANDING #1 – CONTINUOUS PART-TIME EMPLOYEES	63
LETTER OF UNDERSTANDING #2 – SUMMER STUDENTS	64
LETTER OF UNDERSTANDING #3 – LOSS OF DRIVER’S LICENCE	65
LETTER OF UNDERSTANDING #4 – DISCIPLINARY RECORDS.....	66
LETTER OF UNDERSTANDING #5 – FULL-TIME TO PART-TIME ROLES	67
LETTER OF UNDERSTANDING #6 – PROGRESSION EXAMINATIONS	68
LETTER OF UNDERSTANDING #7 – PROGRESSION COMMUNICATIONS	70
LETTER OF UNDERSTANDING #8 – MEDICAL & DENTAL APPOINTMENTS.....	72
LETTER OF UNDERSTANDING #9 – ALTERNATE WORK SCHEDULES	73
LETTER OF UNDERSTANDING #10 – WORKFORCE ADJUSTMENTS	74
LETTER OF UNDERSTANDING #11 – BANKING OF OVERTIME HOURS	75
LETTER OF UNDERSTANDING #12 – CHANGE IN REPORT BASE/TRANSFER OF WORK	76
LETTER OF UNDERSTANDING #13 – AIR CONDITIONING IN TRUCKS.....	78
LETTER OF UNDERSTANDING #14 – LABOUR/MANAGEMENT MEETINGS	79
LETTER OF UNDERSTANDING #15 – CLERICAL WAGE REDUCTION	80
LETTER OF UNDERSTANDING #16 – AIR CONDITIONING APPRENTICESHIP PROGRAM	81
LETTER OF UNDERSTANDING #17– PROTECTIVE CLOTHING FOR PARTS & ASSET CONTROL CLERKS	83
LETTER OF UNDERSTANDING #18 – NEW CLASSIFICATION JUNIOR INSTALLER/JUNIOR TECHNICIAN	84
LETTER OF UNDERSTANDING #19 – ONE AND DONE PHASE III	85

ARTICLE 1 - DEFINITIONS

1.01 “**Company**” shall mean the South-West and Central Districts of Reliance Comfort Limited Partnership.

1.02 “**Union**” as used hereinafter shall mean Local 1999 of the Communications, Energy and Paperworkers Union representing employees in the South-West and Central Districts of Reliance Comfort Limited Partnership.

1.03 “**Regular Employees**” shall include all employees in the hourly and clerical Bargaining Units defined in Article 2.01 (a) who have completed their probationary period, save and except “Temporary Employees” and “Continuous Part-Time Employees”. Clerical employees working at the Reliance Comfort Limited Partnership offices in Windsor, Chatham, Sarnia and London are covered by this agreement if they would have been covered by the Union Gas / CEPU clerical Collective Agreement.

1.04

(a) “**Temporary Employees**” shall mean those employees hired to replace Regular Employees absent due to illness, accident, vacation or leave of absence or hired to perform work on projects or assignments of limited duration. The employment of Temporary Employees hired to perform work on projects or assignments of limited duration shall be limited to a period of ninety days of work in any twelve-month period, commencing from the date of hire or commencement of employment in such period.

(b) “**Continuous Part-Time Employees**” shall mean those employees normally working twenty-four (24) hours per week or less except when replacing absent employees or when acting as a replacement in vacant roles and during emergencies.

(c) “**Installers**” shall mean those employees performing service and installation work, normally paid on a task basis.

1.05

(a) Clerical office employees will form a separate Bargaining Unit and will have a separate seniority list than hourly operations employees.

(b) Regular and Continuous Part-Time clerical employees will be combined into one seniority list. Such list will be based on the later of the employee’s original hire date or entry into the bargaining unit.

(c) Hourly and installation employees will be combined into one seniority list. Such list will be based on the latter of the employee’s hire date or entry into the bargaining unit.

1.06 Wherever the terms "employee" or "regular employee" appear in this agreement, the relevant provision shall be deemed to be inapplicable to Temporary Employees and Continuous Part-Time Employees unless expressly provided to the contrary.

1.07 Wherever the term he, she, his, her, etc. is used throughout this agreement, such term is intended to apply to individuals of either gender.

ARTICLE 2 - RECOGNITION

2.01

(a) The Company recognizes the Union as the sole and exclusive bargaining agent for all Regular Employees, Temporary Employees and Continuous Part-Time Employees of the Company working in and out of the Counties of Essex, Kent, Lambton, Oxford, Middlesex, Elgin, Brant, Waterloo, Wellington, and the Municipality of Hamilton-Wentworth, engaged in both non-construction and construction work in all sectors of the construction industry save and except non-working Assistant Supervisors, those above the rank of non-working Assistant Supervisors, Administrative Assistants, Sales and Office staff, other than clerical staff referenced in Article 1, Section 1.03.

The cities of Waterloo, Cambridge, Guelph, Brantford, Hamilton and Burlington are in the Central District.

The cities of Windsor, Chatham, Sarnia and London are in the South-West District.

(b) The wages, hours of work and working conditions applicable to Temporary Employees and Continuous Part-Time Employees shall be those provided for in Appendix "D" to this agreement. None of the provisions of this agreement shall apply to such employees except for those expressly referred to in Appendix "D".

(c) The Company further recognizes the right of the Union through its elected representatives to bargain collectively for such employees in respect to wages, hours and working conditions subject, however, to legislation in effect from time to time, and to regulations issued from time to time by any governmental authority having jurisdiction on the premises.

2.02 The purpose of this agreement is to advance the mutual interests of the Company and the employees; to provide for the operation of the service of the Company under methods which will further, to the fullest extent possible, the safety, efficiency and economy of operations; and to maintain a continuation of employment under conditions of reasonable hours, compensations and working conditions. It is recognized by this Collective Agreement to be the duty of the Company, the Union, and the employees to cooperate fully, both individually and collectively, for the advancement of their mutual interests.

2.03 There shall be no discrimination, intimidation or coercion by either party against any employee eligible for membership in the Union, or because of membership or activity in the Union, or because of non-membership in the Union.

2.04 There shall be no discrimination or harassment by the Company or the Union or its members against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, marital status, sexual orientation, record of offenses, family status, or handicap, as defined in the Ontario Human Rights Code.

2.05 The Union, its members and/or its agents shall not, on Company time or premises, conduct Union activities except as hereinafter expressly provided.

2.06 It is agreed that the employees of the Company not covered by the scope of this Collective Agreement shall not perform the work normally performed by employees within the Bargaining Unit except during an emergency, for training and auditing purposes. It is further agreed that this provision will not apply to locations where employees not represented by the Union are currently performing similar work.

2.07 An accredited representative of the Communications, Energy and Paperworkers Union shall not enter the Company's premises without the Company's consent except as hereinafter expressly provided.

2.08 Orientation Program:

The Company will allow a designated representative of the Union up to one (1) hour per calendar month for the purpose of conducting the Communications, Energy and Paperworkers Union New Members' Orientation Program. Such meetings will be conducted during the probationary period of employees hired to Regular Full-Time and Continuous Part-Time positions and will be held on Company premises. Employees participating in Orientation Program meetings during their normally scheduled working hours will not suffer loss of pay at their regular rate. Orientation Program meetings will be scheduled by Management and a Management representative may attend as an observer.

ARTICLE 3 – DEDUCTION OF UNION DUES

3.01 The Company agrees to deduct from the wages of all employees covered by this agreement, and during the period of the agreement, the amount of union dues for general Union purposes as designated by the Union, but excluding special assessments which relate to special Union benefits, and such moneys shall be paid to the Union not later than the 10th day of each month. The Company shall deduct regular dues for each eighty (80) hours worked by Continuous Part-Time hourly and clerical employees.

3.02 The Company agrees to furnish the Union monthly with a list of employees for and on behalf of whom such deductions are being made.

3.03 This provision for Union security shall be enforced by the Company against each employee to whom the agreement applies as a condition of his continuance in or entrance into the Company's service except as provided for in the Ontario Labour Relations Act.

3.04 The Company and the Union shall do all such acts and things as may be required or necessary to the observance and carrying out of this provision for Union security according to the true intent and meaning hereof.

ARTICLE 4 – NO STRIKES, NO LOCK OUTS

4.01 The Company agrees that there shall be no lock outs and the Union agrees that there shall be no strikes, work stoppage, slow down, restriction of output or interruption of work either complete or partial by the Union or by the employees for any reason whatsoever during the life of this agreement. All disputes between them shall be submitted for settlement in accordance with the grievance and arbitration procedure set forth in this agreement.

ARTICLE 5 – RESERVATION TO MANAGEMENT

5.01 The Union recognizes and acknowledges the right of the Company to operate and manage its business in all respects in accordance with its obligations and in accordance with legislation and regulations from time to time in force under governmental authority and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to,

(a) Hire, promote, demote, transfer, classify, lay off, recall and retire employees, and also the right of the Company to maintain order, discipline and efficiency and in connection therewith to make and alter from time to time Company rules and regulations to be observed by employees; discharge any employee for just cause, subject to the rights of the employee concerned, who has acquired seniority, to lodge a grievance in the manner and to the extent herein provided. The Company agrees that alterations, amendments or additions to rules and regulations will be posted on bulletin boards for the information of all employees and a copy shall be forwarded to the Bargaining Unit concerned.

(b) Determine the work to be performed, the methods and procedures to carry out such work, the job content, the qualifications to perform the work required, and the number of employees required to perform the work of the Company.

5.02 The Company agrees that it will not exercise its function in a manner inconsistent with the provisions of this agreement.

ARTICLE 6 - REPRESENTATION

6.01

(a) The Company will recognize a negotiating committee composed of no more than six (6) Regular Employees from the Local plus the Union's National Representative. At least one (1) clerical employee, one (1) service employee, one (1) installation employee, and one (1) employee covered by the North-East District collective agreement will be on this committee to represent the Union in any negotiations with the Company.

(b) When an employee serves as a negotiating committee person during his/her normally scheduled working hours he/she will not suffer loss of pay at his/her regular rate for all such hours while attending negotiation meetings and the first two scheduled conciliation meetings.

6.02 Each municipality listed in Article 2, Section 2.01(a) shall have one (1) elected or appointed steward, and one (1) alternate to sit in the absence of the regular steward, to receive all grievances of the members of the municipality it represents, and after due investigation and consideration of the pertinent facts, to determine whether the grievances submitted are bona fide and well-founded and are required to be dealt with under the grievance procedure.

6.03 When an employee serves as a steward during his/her normally scheduled working hours he/she will not suffer loss of pay at his/her regular rate for all such hours while dealing with the grievance up to and including Step 3 of the grievance procedure.

6.04 An accredited representative of the Communications, Energy and Paperworkers Union shall be entitled to participate in meetings between the Company and the Union, when so requested by the Local, provided at least 48 hours prior notice has been given to Management.

6.05 The Union shall notify the Company in writing of the names of those employees who are designated as members of the negotiating committee or as stewards, its officers and the employee designated to receive official correspondence relating to the Local, whenever a change takes place.

6.06 When management requires a formal interview with an employee in order to establish the facts of any given case which may result in discipline to that employee, the employee concerned will be provided with representation of an elected Union official during such interview unless the employee requests otherwise.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 The purpose of this Article is to establish a procedure for the orderly settlement of grievances. A grievance shall be considered to exist when it is alleged that there is a violation of this agreement arising from the interpretation, application or failure to comply with the terms thereof. It shall be optional with the Company or the Union to consider any grievance, the alleged circumstances of which occurred more than thirty (30) days prior to its written presentation. When a grievance arises, an earnest effort shall be made to settle it by the Company, the employee concerned, and the Union, and it shall be handled in the Steps as hereinafter provided.

7.02

Step 1 Any Regular Employee who has a grievance shall present the grievance verbally to Management and will be accompanied by a Steward. Management shall state their decision verbally within three (3) working days of such meeting. If this verbal decision does not satisfactorily adjust the grievance, it may be appealed to Step 2 following.

Step 2 Notice of appeal must be made within seven (7) working days of the verbal decision, in writing, in triplicate, on forms supplied by the Union, and signed by the aggrieved employee and the Steward. It shall be appropriately dated showing the date of the grievance, particulars of the incident giving rise to the grievance, the Article and Section of the Collective Agreement alleged to have been violated, the date of the submission, as well as the corrective action requested of the Company, and shall be presented to Management designated to handle Step 2. Within five (5) working days of receipt of the appeal or within any agreed upon extension, Management designated to handle Step 2 will meet with the grievor and the Steward in an attempt to resolve the grievance. A written decision shall be given by Management designated to handle Step 2 within five (5) working days of the date of such meeting. If this written decision does not satisfactorily adjust the grievance, it may be appealed to Step 3 following.

Step 3 Notice of appeal must be given in writing by dating and signing the grievance forms within ten (10) working days from the written decision of Management or their designate, to the designated Human Resources representative, setting forth the areas or points of disagreement with the Step 2 written decision. The designated Human Resources representative will arrange a Management Committee to meet with the Union's designated representatives, within seven (7) working days or a time mutually agreed upon. The two committees jointly will discuss the grievance and may request the attendance of any person or persons interested or involved. The Management Committee will render its decision in writing within seven (7) working days from the date of such meeting to the Union. If the Management Committee's decision does not bring about a satisfactory settlement, the grievance may be referred by either party to arbitration as provided for in Article 8.

7.03 Should a regular employee claim that he has been unjustly discharged and wishes to seek redress under the grievance procedure, he must present such grievance, in writing, within five (5) days of his discharge and may present this at Step 3 of the grievance procedure.

7.04 Failure by the Company to reply to grievances within the time limits provided in this agreement, or any agreed upon extension, will result in the grievance being processed to the next Step within the grievance procedure.

7.05 An employee and/or Steward shall obtain the permission of Management before interrupting or leaving his work to deal with a grievance. Permission will not be arbitrarily or unreasonably withheld.

7.06 In this Article 7 only, when computing working days, Saturdays, Sundays and recognized holidays shall not be included.

7.07 Should the Union seek to submit a Policy Grievance, they may do so by submitting the grievance in writing and may present this at Step 3 of the grievance procedure.

ARTICLE 8 - ARBITRATION

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either party may, after exhausting any grievance procedure established by this agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain at least three (3) names proposed as the Sole Arbitrator and shall be delivered to the other within thirty (30) days of the reply under Step 3 of the Grievance Procedure.

8.02 No person may be appointed as the Sole Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

8.03 The Sole Arbitrator shall not have power to alter or change any of the provisions of this agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.

8.04 Where a grievance resulting from a discharge or suspension which is filed under Article 7 is not settled and duly comes before an Arbitrator, the Arbitrator may make a ruling:

- (a) confirming the employer's action;
- (b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case); or

(c) disposing of the grievance in any other manner which may be deemed by the Arbitrator to be just and equitable.

8.05 The fees and expenses of the Arbitrator shall be paid half each by the Company and the Union.

ARTICLE 9 - SENIORITY

9.01 New employees will be considered as probationary employees until they have been employed continuously for a three (3) month probationary period. Probationary employees shall have no seniority rights but after completing the probationary period their seniority shall be dated back to the date of commencement of the probationary period.

9.02 Periods of absence from work during which seniority is not broken in accordance with 9.03 shall not affect an employee's seniority. Seniority shall be applied on a Bargaining Unit basis. Seniority lists showing employees' names, job titles, and where applicable classifications or grades, shall be posted on bulletin boards and revised every six (6) months. A copy of the seniority list will also be supplied to the Union. Protests in regard to seniority standing must be submitted in writing within sixty (60) days from the date when the seniority lists are posted. When proof of error is presented by an employee or the Union, such error will be corrected.

9.03 Seniority shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Company;
- (b) Is discharged for just cause and is not reinstated pursuant to the provisions of this agreement;
- (c) Is absent for three (3) consecutive working days without notifying the Company of the reason for such absence, and if upon such notice the employee does not have a justifiable reason for his absence;
- (d) Fails to return to work after lay off within five (5) working days after notification from the Company by registered mail to his last known address unless it is shown that such failure has been caused by circumstances beyond the employee's control;
- (e) Is on lay off in excess of his length of service but in no case will it exceed four (4) years for hourly employees and two (2) years for clerical employees.

9.04 Lay Off and Recall

(a) In accordance with Article 1, Section 1.05, regular and continuous part-time clerical office employees are a separate Bargaining Unit and have a separate seniority list than hourly operations employees.

(b) For the purposes of Article 9, Section 9.04, a reduction in the number of employees in a job due to the volume of work or for economic reasons shall be deemed to be a lay off.

(c) For the purposes of Article 9, Section 9.04, "location" shall mean the district office (home base) at or out of which the employee works.

(d) Lay offs and recalls shall occur in the manner hereinafter set forth, provided there are available senior employees who are sufficiently qualified, willing and able to do the work required.

(e) For purposes of bumping privileges, existing Burlington, London, Sarnia and Windsor operations are each deemed to be one (1) location even if they should segregate the Rental and HVAC operations in future to separate locations. During a temporary layoff, senior employees in an hourly or clerical classification may elect a layoff over a junior employee based on Company approval and provided skills and qualifications are sufficient. Again, for bumping purposes, Brantford and Cambridge are combined to be one (1) location.

In the event of a temporary lay off, defined as a lay off of less than thirteen (13) weeks, the most junior employee in the classification affected within the Division and within the location shall be laid off provided there are available senior employees at the location who are sufficiently qualified, willing and able to perform the work required. In the event of such a temporary lay off, the junior affected employee may exercise their seniority to displace the most junior employee at the location provided the employee is qualified, willing and able to perform the work required. During a temporary layoff, senior employees in an hourly or clerical classification may elect a layoff over a junior employee based on Company approval and provided skills and qualifications are sufficient.

(f) In the event of a lay off longer than a temporary lay off, the most junior employee in the classification affected within Division and within the location shall be laid off provided there are available senior employees at the location who are sufficiently qualified, willing and able to perform the work required.

(i) Such junior affected employee may elect to either displace the most junior employee in the location assuming that the employee has sufficient seniority, and is qualified, willing and able to perform the work required, or the affected employee may exercise their seniority to displace the most junior employee within the same job classification within the Division providing the affected employee is qualified, willing and able to perform the work required. Thereafter,

the Company will determine if a vacancy exists at the location which the employee is qualified to perform and in such case, the employee shall be placed in that vacancy. Failing to obtain a position through any of the above options, the affected employee may seek to displace the most junior employee within the Division and District assuming the affected employee is qualified, willing and able to perform the work required. In the event the affected employee has not obtained a position through any of the foregoing means, the affected employee may seek to displace the most junior seniority employee in the Bargaining Unit assuming the affected employee is qualified, willing and able to perform the work required.

(ii) A minimum of ten percent (10%) of the HVAC Service Technicians will be provided with not less than one (1) week training on HVAC installations. Such training would be offered based on seniority, however, if an insufficient number of Service Technicians elect to participate in such training, Service Technicians will be selected for training based on reverse order of seniority.

(g) (i) ***The following language applies to hourly employees only:***

An employee who is laid off or who is displaced by another employee in accordance with Article 9, Section 9.04 (e), and 9.04 (f) will be placed in the new job according to his experience and ability but shall be paid not less than his regular rate of pay for the job which he occupied immediately prior to lay off for a period of three (3) months from the date of his original lay off or displacement, unless such employee successfully bids for another job in which case the provisions of Article 10 of the Collective Agreement shall apply.

Further, an employee receiving such an adjusted rate shall be exempt from any contractual increases until the scheduled job rate exceeds his adjusted rate, at which time he will receive the rate assigned to his then current job or job classification.

(ii) ***The following language applies to clerical employees only:***

An employee who is laid off and who displaces another employee in accordance with Article 9, Section 9.04 (e), and 9.04 (f) will be placed in the new job according with the provisions of Article 10 but shall be paid not less than his regular rate of pay for the job which he occupied immediately prior to lay off for a period of three (3) months from the date of his original lay off or displacement, unless such employee successfully bids for a job of the same or lower grade than the new job in which case the employee's rate of pay will be adjusted to the employee's current step in the grade of the job.

Further, an employee receiving such an adjusted rate shall be exempt from any contractual increases until the scheduled grade salary range provides a salary level which exceeds his adjusted rate, at which time he will receive the rate assigned to his then current salary grade level.

(h) Temporary Employees at the location will be laid off prior to regular employees.

(i) If, after following the foregoing procedure, the employee does not obtain a position and is about to be laid off from employment, that employee may seek to exercise their seniority to displace the most junior Continuous Part-Time Employee at the location assuming the employee is qualified, willing and able to perform the work required.

A Full Time employee who displaces a Continuous Part-Time Employee accepts all of the terms and conditions of employment applicable to the Continuous Part-Time position. An employee's recall rights shall not be affected by the fact that he has displaced a Continuous Part-Time employee.

(j) Employees who are displaced from their jobs as a result of a layoff, while at work, shall be recalled, in order of seniority, to their original job from which they were laid off or displaced, for a period of twelve (12) months from the respective dates of the employee's original layoff or displacement except in those cases where such employees have successfully bid for another job pursuant to Article 10.

(k) All employee benefit plan coverage will cease on the first of the month following the month in which an employee is laid off, except in the case of:

- Group Life and Accident Insurance
- Extended Health Care Plan
- Semi-Private Hospital Plan
- Dental Care Plan

in which case the Company shall continue coverage for three (3) months following the month in which an employee is laid off and not thereafter.

(l) An employee who is laid off and who has not displaced another employee in accordance with the foregoing procedure shall be considered for employment as a Temporary Employee or a Continuous Part-Time Employee within the Division and at the location before new employees are hired for such positions provided that the employee accepts all of the terms and conditions applicable to such employment. An employee's recall rights shall not be affected if he accepts employment as a Temporary Employee or Continuous Part-Time Employee.

However, any period of employment as a Temporary Employee or Continuous Part-Time Employee shall not affect the period of lay off referred to in Article 9, Section 9.03 (e) and shall not be deemed to be a recall for purposes of that Section.

(m) Notwithstanding Sections 9.04 (e) and 9.04 (f), a laid off employee may, with Company approval and provided skills and qualifications are sufficient, elect to be laid off from the Company rather than exercising his seniority rights to displace a junior employee.

- (n) Any period of lay off shall not be included for the following purposes:
- (i) in calculating "continuous service" for purposes of entitlement to vacation and vacation pay;
 - (ii) in calculating time worked during any qualifying period for purposes of job progression as outlined in Appendix "A" and "C" and Articles 12 and 13.
 - (iii) in calculating entitlement to Scheduled Paid Personal Days Off pursuant to Article 19, Section 19.01. Entitlement to such days shall be reduced on a prorated basis by the period of layoff;
 - (iv) in computing continuous service for any pension plan, except for the first three (3) months of any lay off period.
- (o) The Company will be under no obligation to post where a vacancy is filled by operation of Article 9, Section 9.04 (j).
- (p) Seven (7) days prior to a lay off, a list of employees affected shall be given to the Union, and at that time, the Company will discuss the reason for the lay off with the Union.

9.05 Subject to Article 9, Section 9.04 (j), when there is an increase in the work force after lay off and before any new employees are hired, the employees who have retained seniority will be recalled in the reverse order in which they were laid off, provided that such employees are qualified, willing and able to perform the work required.

9.06

(a) If an employee is transferred to a position which is excluded from the coverage of the agreement under Article 2, Section 2.01, such employee shall retain his seniority as of the date of transfer, and, in the event he is subsequently transferred back to a position not so excluded, he shall be credited with the seniority which he had on the date of the transfer. The employee thus being transferred back into the Bargaining Unit may be placed in a job for which he is best suited provided that in so doing he does not displace any present employee within the Bargaining Unit.

(b) The foregoing shall not be construed as giving the right to any such employee while excluded from the bargaining unit to bid or make application in respect of any posted job vacancy or new position, or to give the Company the right to place such employee in any vacancy or new position, except in the case where no applications have been filed by any employee in the Union to which this agreement applies.

9.07 In no circumstances shall an employee who has acquired seniority lose his seniority because of absence due to illness provided the employee satisfies the Company of such illness.

9.08 Seniority shall continue to accumulate during an employee's leave of absence granted under Article 24, Sections 24.01 and 24.02.

ARTICLE 10 – JOB POSTINGS AND FILLING OF VACANCIES

10.01

(a) When an employee leaves the Company or is transferred or promoted to a position either within or outside of the Bargaining Unit, management will determine whether a vacancy exists, or at that time, does not exist. A notice of such decision will be posted within ten (10) working days. If at a later date a vacancy is deemed to exist, such vacancy will be posted.

(b) Vacancies in regularly assigned jobs and newly created jobs shall be posted for six (6) days on Company bulletin boards accessible to all employees affected.

(c) Prior to posting a job, the qualifications or requirements for which have been changed, the Company will provide the Union one (1) week's notice.

(d) Such bulletins will show the job title, qualifications required, range of pay, grade (clerical), whether the role is full time or part time (clerical), normal work area, number of jobs vacant and the designated management to whom the applications will be directed. Copies of such bulletins shall be forwarded to the Union.

10.02

(a) Any employee desiring to fill such a vacancy shall, within the six (6) day posting period, forward his application to designated management on forms provided by the Company.

(b) An employee who bids on a job vacancy and is the successful applicant need not be considered on a subsequent job vacancy for a period of six (6) months from being named as the successful applicant except by mutual consent of the Company and the Union.

(c) Appointments shall be made in accordance with the provisions of 10.03.

10.03

(a) In the filling of vacancies and making of promotions within the Bargaining Unit, an employee with the greatest seniority shall be given preference provided he/she is able to meet the normal requirements and qualifications of the classification of employment. Should the senior applicant not be selected to fill the vacancy, the Company will discuss the reasons with the Union.

(b) Vacancies in the Bargaining Unit will be posted in all locations represented by the Union, including the North-East District.

10.04 A posted announcement and the results of all job postings will be made as soon as possible and in no case will it exceed thirty (30) days from the date of the posting.

10.05 The successful applicant will be reclassified and his or her progression date will commence within thirty (30) days from the date of the posting of the name of the successful applicant. Wherever practicable, the successful applicant will be transferred to his or her new position within this thirty (30) day period having regard to the efficiency of the operation. However, where it is not practical to do so, the employee will be transferred within a reasonable period of time thereafter and the Company will follow its past practice of ensuring that, commencing from the date established above as the date of reclassification, the employee will reach the maximum rate for his or her position within the normal progression for that position, notwithstanding any delay in transferring the employee to the new position subject to the employee meeting the necessary qualifications and requirements. The reason for the delay will be explained to the local Union. Bulletined vacancies may be filled temporarily not exceeding thirty (30) days from the date of naming the successful applicant.

10.06 *Applicable to hourly employees only:* An employee being accepted for a job vacancy will be placed in the new job according to his experience and ability, but shall not be required at the time of transfer to take a decrease in pay greater than 10 percent of the rate being received at the time of such transfer. Further, an employee receiving such an adjusted rate shall be exempt from any contractual increases until the scheduled job rate exceeds his adjusted rate, at which time he will receive the rate assigned to his then current job or job classification.

10.07 An employee interested in transferring to a specific job or jobs, vacancies of which might occur during his vacation, illness, or leave of absence, should file with management at the appropriate location (also a copy with his Union steward) an application such as is required in 10.02 (a) above indicating that he wishes his application to receive the usual consideration should such a vacancy occur during his absence. Where such an application is on file or is filed with the Company during such absence, management will consider it in the usual manner when filling any such vacancy. Where selection is made in favour of the absent employee the Company will endeavour to defer the appointment until his return providing such delay does not seriously interfere with the progress of the job.

10.08

(a) *Applicable to hourly employees only:* If, at the specific request of the Company for some reason such as to meet a temporary shortage of staff ("temporary" being defined as not in excess of six weeks, ten months in case of leave of absence), a regular employee is transferred from one job to another, such employee shall be paid not less than the rate he was receiving before the transfer. Should the employee have been previously classified in the job to which he is transferred, he shall be entitled to not less than the last rate of pay which he received while he was so classified, adjusted by any subsequent job or classification increase, or should the employee be capable and experienced in performing the duties of the job to which he is transferred he shall then be entitled to the top job rate.

(b) *Applicable to clerical employees only:* Temporary assignments for a period not exceeding fifteen (15) working days (10 months in the case of authorized leave of absence)

may be made by the Company without regard to posting, but following such period the position, if then deemed to be vacant, shall be filled in accordance with the established procedure for the filling of vacancies. An employee so temporarily assigned will maintain his or her normal rate of pay. If the temporary assignment exceeds two (2) consecutive days the employee will be paid the greater of his or her normal rate of pay, plus \$5.00, or at the next higher rate than his or her current rate in the higher grade if the assignment is to a higher graded job for the period of the temporary assignment.

ARTICLE 11 – MOVEMENT BETWEEN DISTRICTS

11.01 In the case of temporary transfers or assignments between Districts of the Company, the employee will remain covered by the Collective Agreement terms and conditions applying to his home District.

In the case of a successful job posting to another District or a voluntary permanent transfer, the employee will be covered by the Collective Agreement terms and conditions that apply to the new home location. In the year of this movement, the Company will provide transition arrangements for vacation, float days, etc. that neither penalize nor bonus the employee.

ARTICLE 12 – WAGES & JOB PROGRESSIONS (Hourly Employees)

This Article applies to hourly employees only.

12.01

(a) Job titles, classifications and rates of pay shall be as set forth in Appendix “A”, attached hereto, which forms part of this agreement.

(b) Should the Company establish any new jobs or job classifications during the term of this agreement, it will immediately advise the Union thereof and of the rate or rates it proposes therefore; the Union shall forthwith advise the Company of its acceptance or rejection of the proposed rate or rates, and in the event of rejection, both parties agree to negotiate bona fide a rate or rates acceptable to each, and failing agreement the determination of such rate or rates shall be referred to and settled by arbitration in the manner prescribed by Sections 8.01 and 8.02 of this agreement.

(c) To the extent that payment of wages is made on a bi-weekly basis, a change in rate of pay due to job or classification progression, transfer or anniversary will become effective on the first date of the pay period nearest the change, and such date of rate change will be the employee's review date upon which subsequent job progression or anniversary will be determined.

(d) The Company agrees to provide the Union, within thirty (30) days of the establishment of a new job, with a job description thereof.

(e) Effective July 1, 2002, the Company will introduce a Quarterly Performance Bonus Program with a target bonus for hourly employees of 2.25% of basic wages earned for the measurement quarter.

12.02 Job Progression

(a) It is understood that job progression will be limited to and within those classifications indicated in Appendix "A", and under normal circumstances, progression from one classification to another will follow the appropriate qualifying periods as indicated in Appendix "A", providing also that the employee meets the qualifications of such classifications in the line of progression. Thirty (30) days before the end of the appropriate period of qualification (excluding the probationary period), management shall inform the employee that either he qualifies satisfactorily in all aspects of the work situation with progression being subject only to the satisfactory passing of a written and/or practical examination, or he has not qualified, in which case the reasons will be given to the employee in writing, it being understood that the employee shall have the right of grievance procedure in any such case.

(b) In jobs where there are no classification levels, wage progression will follow the time intervals indicated for such jobs in Appendix "A", provided the employee's performance on the job is satisfactory.

ARTICLE 13 – WAGES & JOB PROGRESSIONS (Clerical Employees)

This Article applies to clerical employees only.

13.01

(a) The parties hereto agree to the wage schedule, performance bonus and progression as set forth in Appendix "C" of this agreement. Wage progression from Step to Step shall be governed by time intervals specified in Appendix "C", subject to satisfactory job performance and normal wage progression. The employee will follow the wage step sequence within a job grade until the maximum rate is reached, except as provided otherwise by applicable provisions of this Article 13.

(b) The parties hereto further agree to develop a job evaluation plan not later than December 31, 2005 for the purpose of determining the relative levels of job grades covered by this agreement. Structure and operation of such job evaluation plan shall be as contained in the "Job Evaluation Booklet" which is considered to be part of this collective agreement. The parties agree that the contents of the Job Evaluation Booklet which are subject to agreement between the parties may be revised from time to time as necessary.

13.02 The starting wage will be Step 1 of the grade for which the employee has been employed. New employees starting at Step 1 of a job grade will receive an increase to Step 2 in the job grade on satisfactory completion of one year in this classification. Upon completion of two years of continuous employment with satisfactory performance on the job will receive an increase to Step 3 in the job grade. Upon completion of three years of continuous employment with satisfactory performance on the job will receive an increase to Step 4 in the job grade. The employee will stay at the Step 4 job grade thereafter.

13.03 On promotion or transfer:

(a) To a higher grade the employee will advance to Step 1 of such higher grade.

(b) Within the same Grade, the employee will retain their current Step.

13.04 In the event the Company transfers an employee and their current wage which exceeds the grade wage maximum, such employee's wage will be known as a red circled rate. Such wage will remain at this rate until either an amended grade wage provides a wage level which exceeds the red circled rate, or until the employee is promoted to a job in which the wage provides a wage level which exceeds the red circled rate.

13.05 If a new classification is established by the Company which is included in the Bargaining Unit or the job content of an existing classification within the Bargaining Unit is substantially changed, the job grade for such classification shall be established by a Job Evaluation Committee in accordance with the Job Evaluation Plan. The Job Evaluation Committee shall include two employees appointed by the local Union. In the event the Union disagrees with the grade of a job as established by the Committee, the issue as to the job grade may be referred to arbitration, such arbitration to be established in accordance with the provisions of this agreement, except that grievances dealing with job grade disputes shall commence at Step 3 of the grievance procedure and that there shall be a sole arbitrator, mutually agreed upon by the parties. Job grades in dispute shall remain at the existing job grade level pending the results of arbitration.

If, as a result of an evaluation of a new job classification, the employee is entitled to a wage increase, such wage increase shall be retroactive to the time at which the employee first assumed the position.

If, as a result of a re-evaluation of an existing job classification, the employee is entitled to a wage increase, such wage increase shall be retroactive to the time the job was submitted for re-evaluation.

The employee members of the Job Evaluation Committee shall not suffer any reduction of their regular pay in respect of any regular time lost while attending meetings of the Committee held during the employee's normally scheduled working hours.

The employee members of the Job Evaluation Committee will be granted up to one (1) hour from their regular schedule, without loss of pay, for purposes of preparing for each Evaluation Committee meeting. The scheduling of such hour will be subject to the approval of the employee's supervisor and will normally occur within one (1) week prior to the date of the Evaluation Committee meetings. It is understood that during this preparation period, the Committee members are not authorized to disturb the work of other employees not serving on the Committee.

13.06

(a) Should the level of a job be increased as the result of a re-evaluation, the employee will retain the same Step within the higher Grade. The movement of such an employee from the lower to the higher job grade shall not be considered as the filling of a job vacancy.

(b) Should the level of the job be decreased as the result of a re-evaluation, incumbent employees' wage rate will be red circled.

13.07 Effective April 1, 2004, the current clerical Performance Bonus of 4.0% will be reduced to 2.5% and amend Appendix "C" to reflect a 1.0% wage increase as at April 1, 2004.

ARTICLE 14 – HOURS OF WORK and SHIFT PREMIUM

14.01 For the purpose of computing pay only, the work week is from 12 o'clock Midnight on Saturday to 12 o'clock Midnight the following Saturday.

14.02 Each party to this agreement understands that the success of the business is dependent upon satisfying customer needs for products and services. In order to meet the normal customer requirements for products and services, the core hours of work will be 7:00 a.m. to 9:00 p.m. each day of the week. In addition, the Company and its employees must be prepared to provide service when necessary on a twenty-four hour basis.

14.03 Hourly and clerical employees will be assigned to work eight (8) consecutive hours, five (5) consecutive days, forty (40) hours per week. These employees will have either a one-half hour or one hour unpaid lunch period as indicated on the posted work schedule. The parties may agree locally to hours of work other than those set out herein.

14.04 Work schedules indicating the employee's days and hours of work, lunch periods, and days off, will be determined locally by mutual agreement of management and the employees in an effort to accommodate the employees' wishes while still meeting the needs of the customer and the business. However, should an agreement not be reached through mutual agreement within a reasonable timeframe, management reserves the right to create work schedules which meet the needs of the customer and the business, and to the extent possible accommodate the employees' wishes. Schedules for Regular Employees will be posted at least one month in advance. Schedules for Continuous Part-Time Employees will be projected as far in advance as possible.

14.05 Insofar as possible shift work shall be kept to a minimum; however, it is understood and agreed that employees shall be required to work on a shift basis to complete assigned work which they are qualified to do.

14.06 Shift Premium

A shift premium will be paid for regular, non-overtime hours worked outside the core hours of work, 7:00 a.m. to 9:00 p.m. daily as follows:

- (a) 9:00 p.m. to 11:00 p.m.
 - (i) Hourly employees paid at 3.0% of \$26.66 for 2009 and 2010 and 3.0% of \$27.19 effective January 1, 2011.
 - (ii) Clerical employees paid at 3.0% of their base hourly rate.
- (b) 11:00 p.m. to 7:00 a.m.
 - (i) Hourly employees paid at 4.0% of \$26.66 for 2009 and 2010 and 4.0% of \$27.19 effective January 1, 2011.
 - (ii) Clerical employees paid at 4.0% of their base hourly rate.
- (c) Employees who commence their work day at 4:00 p.m. or later will be paid a shift premium as follows:
 - (i) Hourly employees paid at 3.0% of \$26.66 for 2009 and 2010 and 3.0% of \$27.19 effective January 1, 2011 for all regularly scheduled hours of work.
 - (ii) Clerical employees paid at 3.0% of their base hourly rate.
- (d) An additional Sunday premium for employees working regularly scheduled hours of work on Sunday in accordance with the posted work schedule will be paid as follows:

- (i) Hourly employees paid at 6.5% of \$26.66 for 2009 and 2010 and 6.5% of \$27.19 effective January 1, 2011.
 - (ii) Clerical employees paid at 6.5% of their base hourly rate.
- (e) Shift premium will not be included in computing overtime pay, vacation pay, or pay for holidays not worked.

ARTICLE 15 - OVERTIME

15.01 It is understood and agreed that the Company's operations must be maintained and that employees are required, by the Company, to respond to reasonable requests to work overtime for this purpose.

The Company will endeavour firstly, to allocate overtime work equitably among those employees who normally perform such work, provided however, such employees are available and secondly, among other employees who are qualified to perform such work.

Overtime is defined as authorized work in excess of eight (8) hours per calendar day for hourly employees working an eight (8) hour shift. A calendar day covers the twenty-four (24) hour period from midnight to midnight each day of the week.

The Company will pay overtime rates to such an employee as stipulated below:

(a) Within each scheduled 24-hour period, after an employee has worked eight (8) straight time hours, or has received payment from the Company for such scheduled hours (e.g. sick pay, make-up pay, workers' compensation, bereavement etc.), or has received prior authorization to be absent for such scheduled hours;

Double time for all hours worked beyond the eight (8) defined above in his 24-hour period.

and

(b) On a weekly scheduled hours basis, when an employee has worked his regular scheduled hours or has received payment from the Company for such scheduled hours (e.g. sick pay, make-up pay, workers' compensation, bereavement etc.), or has received prior authorization to be absent for such scheduled hours;

Double time for all hours worked on an employee's scheduled day off.

15.02 Employees required to work overtime on their scheduled days off will be guaranteed a minimum of two (2) hours' work and will be paid for this minimum period at the applicable overtime rate. Time worked beyond the minimum two (2) hours shall be paid at the applicable overtime rate.

15.03 Overtime for Installation employees on task rates shall be paid for all hours actually worked in excess of forty (40) hours weekly at a rate of full task rate plus 0.5 of the hourly rate as posted for the Classification in Appendix "A".

ARTICLE 16 – CALL OUT

16.01 Employees are required to respond to call out to provide and/or maintain service. A call out is defined as an unscheduled authorized return to work during hours outside of an employee's scheduled work day as follows:

- (i) For any call out or combination of call outs commencing within any two (2) hour period outside of an employee's scheduled work day an employee will be paid four (4) hours' pay at his straight time rate.
- (ii) For each call out occurring outside an employee's scheduled work day during Sunday or a recognized holiday, an employee will be paid four (4) hours' pay at his straight time rate.
- (iii) Time required for completion of such call out or combination of call outs as defined above beyond the minimum two (2) hours will be paid at the applicable overtime rate.

ARTICLE 17 – STAND BY

17.01 Stand by where required shall be on a voluntary basis and will continue as long as satisfactory staffing is maintained. Should satisfactory staffing not be maintained, the Company shall schedule stand by to meet the necessary requirements. A stand by allowance will be paid as follows:

- (a) For 2009 and 2010, \$15.90 per day, and effective January 1, 2011, \$16.22 per day for any stand by period of not less than 7 ½ hours falling within the employee's regular weekly schedule. For any stand by in excess of 8 hours but not more than 16 hours within the employee's regular weekly schedule, an additional \$5.90 per day for 2009 and 2010 and \$6.02 per day effective January 1, 2011. The above applies except in the case of a recognized holiday as provided for in Article 18.
- (b) For 2009 and 2010, \$25.60 per day and effective January 1, 2011, \$26.11 per day for any stand by period of not less than 7 1/2 hours or more than 24 hours of an employee's first and second scheduled days off except where such day or days are recognized holidays as provided for in Article 18.
- (c) For 2009 and 2010, \$25.60 per day and effective January 1, 2011, \$26.11 per day for any stand by period of not less than 7 1/2 hours or more than 24 hours on a recognized holiday as provided for in Article 18.

(d) If illness or authorized absence prevents an employee from standing by for the full requirements of any day and another employee is assigned to stand by, payment for the day will be prorated.

ARTICLE 18 - HOLIDAYS

18.01 Recognized Holidays

(a) The Company will recognize the holidays listed below:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Year's Eve Day
Labour Day	

A 12th Recognized Holiday will be observed on Heritage Day if and when the Federal Government proclaims Heritage Day a statutory holiday and it will be observed as such by the Company in accordance with all the provisions of this Article 18.

Subject to the following provisions:

(b) If any of the other holidays listed above are Provincially observed on days other than the traditional calendar date, then such observed days shall be considered the holidays for the purpose of time off work with pay, or payment for work on a holiday, excepting only Christmas Day and New Year's Day for employees assigned to a shift in accordance with the shift schedule in effect. In this case, only the traditional calendar date will be recognized as a holiday for purposes of time off work with pay or payment for work on a holiday.

18.02 All regular employees are entitled to eight (8) hours holiday allowance at their straight time rate, for the recognized holiday as provided for in Section 18.01 (a) and (b) subject to the following conditions:

(a) When a recognized holiday listed herein falls within a regular employee's vacation period, or on his scheduled day off, such employee shall be granted the option of either the corresponding time off with pay or a day's pay in lieu thereof. Such option shall be made known to the employee's supervisor at least thirty (30) days preceding the recognized holiday.

(b) A regular employee will not be paid for a recognized holiday unless he works his last scheduled day immediately preceding, and the first scheduled day immediately following such holiday except where such absence is due to illness as provided for in Article 21, bereavement leave as provided for in Article 24, Section 24.03, jury duty as provided for in Article 24, Section 24.04, and a doctor or dentist appointment verified in writing, or written authorization from management.

(c) In the event that a recognized holiday falls during a period of absence from work for which a regular employee is receiving indemnity under the Sickness and Accident Insurance Plan or is receiving Worker's Compensation, insured sick pay will be paid for the holiday to the extent appropriate under the sick pay provisions.

(d) Payment for a holiday will not be made to a regular employee on leave of absence without pay, unless such regular employee has worked at least twelve (12) days during the thirty (30) calendar days immediately preceding the holiday.

(e) Holiday pay will not be paid to regular employees who are scheduled to work on a recognized holiday and do not report for work, or who report for work but fail to complete their schedule, unless such absence or failure is, in the opinion of management, due to a justifiable reason.

18.03

(a) Employees required to work on a corresponding day off with pay scheduled in accordance with Section 18.02 (a) shall be paid at the rate of double time for all hours worked. This payment is in addition to holiday pay as provided for in Section 18.02.

(b) Employees who have elected a corresponding day off with pay for a recognized holiday in accordance with Section 18.02 (a) and who are subsequently required to work on the observed calendar date for such recognized holiday, shall be paid at the applicable overtime rate as provided for in Section 15.01.

18.04 Employees required to work on a recognized holiday as provided for in Section 18.01 (a) and (b), except as provided for in 18.03 (a) and (b), shall be paid at the rate of double time for all hours worked. This payment will be in addition to either the holiday pay provided for in Section 18.02 or the corresponding time off with pay providing the employee receives approval from management prior to working the recognized holiday. If prior approval is not given for the taking of corresponding time off with pay, the employee will be granted the appropriate holiday pay as provided for in Section 18.02.

ARTICLE 19 – SCHEDULED PAID PERSONAL DAYS OFF

19.01

(a) It is the purpose of this plan to provide eligible employees with paid personal days off each year as scheduled in advance by management in accordance with the provisions contained herein.

(b) Eligible employees will be entitled to five (5) scheduled paid personal days off.

(c) In the calendar year in which an eligible employee reaches the age of 62 and for each subsequent year up to and including the year in which such employee reaches the age of 65, he or she is entitled to two (2) additional scheduled paid personal days off per year. Eligible employees may accumulate such time off to a maximum of five (5) additional days to be taken in the calendar year in which they reach their 65th birthday in lieu of taking the (2) additional days per year of entitlement.

(d) All regular employees are entitled to eight (8) hours pay at their straight time rate for the scheduled personal paid days off as provided for in 19.01 (b) and 19.01 (c) subject to the following conditions:

(i) A regular employee will not be paid for a scheduled paid personal day off unless he works his last scheduled day immediately preceding, and the first scheduled day immediately following such scheduled paid personal day off, except where such absence is due to illness as provided for in Article 21, bereavement leave as provided for in Article 24, Section 24.03, jury duty as provided for in Article 24, Section 24.04, and a doctor or dentist appointment verified in writing, or written authorization from management.

(ii) In the event that a scheduled paid personal day off falls during a period of absence from work for which a regular employee is receiving indemnity under the Sickness and Accident Insurance Plan, or is receiving Worker's Compensation, insured sick pay will be paid for the scheduled paid personal day off to the extent appropriate under the sick pay provisions.

(iii) Pay for scheduled paid personal days off will not be paid to regular employees who are subsequently scheduled to work on a scheduled paid personal day off and do not report for work, or who report for work but fail to complete their schedule unless such absence or failure is in the opinion of management due to a justifiable reason.

(iv) Employees required to work on a scheduled paid personal day off as provided for in Section 19.01 (b) shall be paid at the rate of double time for the first eight (8) hours worked and double time for all hours worked in excess of the first eight (8). This payment is in addition to scheduled paid personal days off with pay as provided for in Section 19.01 (d).

(e) The scheduled paid personal days off schedule shall be arranged by the supervisor of each department but shall be subject to the approval of management, and shall be arranged with due regard first to the general operating requirements, second to departmental operating requirements, and third to the employee's preference in order of seniority. Every reasonable effort will be made in preparing these schedules to provide that scheduled paid personal days off coincide with an individual's normal days off work. Approved schedules will be posted no later than April 30th in each respective calendar year, and management will ensure that employees are granted scheduled days off in accordance with the approved schedule.

(f) Regular employees who are employed less than a full year shall be granted the appropriate paid personal days off for that calendar year on a prorated basis.

ARTICLE 20 - VACATION

20.01 *This section 20.01 A. applies only to hourly employees.*

A. Employees hired prior to 1991 shall be entitled to annual vacations with pay as follows, and it will be computed on the basis of forty (40) hours per week times the employee's straight time rate:

- (a) Two (2) weeks' vacation after completion of one (1) or more years' continuous service.
- (b) Three (3) weeks' vacation after completion of three (3) or more years continuous service.
- (c) Four (4) weeks' vacation after completion of ten (10) or more years' continuous service.
- (d) Five (5) weeks' vacation after completion of eighteen (18) or more years' continuous service.
- (e) Six (6) weeks' vacation after completion of twenty-nine (29) years' continuous service and during each succeeding year of continuous service.

During the calendar year in which the employee's second and subsequent anniversary of employment falls, he may be scheduled for vacation any time during that calendar year without regard to his employment date.

B. Regular hourly employees hired in 1991 and subsequent years, and all regular clerical employees, shall be entitled to annual vacation with pay as follows, and it will be computed on the basis of forty (40) hours per week times the employee's straight time rate:

(a) Upon satisfactory completion of probation and appointment as a Regular Employee, new employees shall be entitled to vacation with pay on the basis of one (1) day for each thirty six (36) calendar days of employment completed during the calendar year in which they were hired.

All vacation entitlements earned and owing in the first calendar year of employment will be taken within, or shortly following, such first year. Under normal circumstances, such vacation entitlements may not be added to or taken with future vacation entitlements.

Where probationary employees are appointed to Regular Employee status in the second calendar year of employment, earned vacation entitlements will be taken at that time, or shortly following the time of their appointment. Under normal circumstances such vacation entitlements may not be added to, and taken with, future vacation entitlements.

(b) During the second and up to and including the calendar year in which two (2) years of continuous service are completed, each employee will be entitled to two (2) weeks' vacation subject to employment continuing throughout the calendar year.

(c) During the calendar year in which three (3) years of continuous service are completed and up to and including the calendar year in which nine (9) years of continuous service are completed, each employee will be entitled to three (3) weeks' vacation subject to employment continuing throughout the calendar year.

(d) During the calendar year in which ten (10) years of continuous service are completed and up to and including the calendar year in which seventeen (17) years of continuous service are completed, each employee will be entitled to four (4) weeks' vacation subject to employment continuing throughout the calendar year.

(e) During the calendar year in which eighteen (18) years of continuous service are completed and up to and including the calendar year in which twenty-eight (28) years of continuous service are completed, each employee will be entitled to five (5) weeks' vacation subject to employment continuing throughout the calendar year.

(f) During the calendar year in which twenty-nine (29) years of continuous service are completed and during each succeeding year of continuous service, employees will be entitled to six (6) weeks' vacation subject to employment continuing throughout the calendar year.

20.02 Vacation Scheduling

The vacation schedule shall be arranged by and is subject to management approval and shall be arranged with due regard first, to the general operating requirements, second, to departmental operating requirements, and third, to the employees' preference in order of seniority within the appropriate Bargaining Unit.

Every effort will be made to post the approved schedules no later than April 30th in each respective calendar year and management will ensure that employees are granted vacations in accordance with the approved vacation schedule.

20.03 If an employee, within his/her vacation period is admitted to a hospital as an "in" patient, and provides their management with appropriate medical documentation, then he/she may reschedule his/her vacation for that day and for the remaining days of hospitalization that coincide with the originally scheduled vacation days. Such an employee will be entitled to the provisions of Article 21.02, Sick Pay Benefits.

20.04 If an employee leaves the service of the Company at a time when an unused period of his vacation stands to his credit, he shall receive an amount of vacation pay calculated as follows:

- (a) With less than three (3) years' continuous service - 4% of gross earnings for that period of employment for which vacation pay has not already been received;
- (b) With less than ten (10) years but three (3) or more years' continuous service - 6% of gross earnings for that period of employment for which vacation pay has not already been received;
- (c) With less than eighteen (18) years but ten (10) or more years' continuous service - 8% of gross earnings for that period of employment for which vacation pay has not already been received;
- (d) With less than twenty-nine (29) years but eighteen (18) or more years' continuous service - 10% of gross earnings for that period of employment for which vacation pay has not already been received;
- (e) With twenty-nine (29) years or more of continuous service - 12% of gross earnings for that period of employment for which vacation pay has not already been received.

20.05 This annual vacation with pay plan is subject to the provisions of *The Employment Standards Act* (Ontario) wherever such provisions provide greater benefits than this plan.

ARTICLE 21 – EMPLOYEE BENEFITS

21.01

- (a) The Company agrees to provide pension and welfare benefits as described in the Company booklets, benefit plan documents or policies of insurance for the duration of the Agreement. All of the benefit plans described in the Company booklets shall be as more particularly described and set forth in the respective benefit plans and policies which plans and policies shall be made available for inspection by the Union.
- (b) During the term of this agreement, the Company will maintain the same selection and level of benefits and the cost-sharing ratio as is currently in place.

(c) For purposes of calculating the Annual Benefits Base Rate (ABBR), full time hourly employees will use their hourly rate multiplied by 2080 hours. Full time clerical employees hired prior to July 13, 2001 will be green circled and grandfathered to provide for the ABBR to be \$41,105 in the first year following ratification and then increased by the negotiated wage percentage increases for future years. Continuous part-time employees hired prior to July 13, 2001 will use the \$41,105 ABBR which will be pro-rated on an annualized 24-hour work week. Full time clerical employees hired after July 13, 2001 will use their hourly rate multiplied by 2080 hours and continuous part-time employees will use their hourly rate annualized using a 24-hour work week.

21.02 Sick Pay Benefits

The Company will, in the event of a regular employee's absence due to a bona fide illness or accident, provide in addition to weekly indemnity provision, sick pay insurance based on a formula of 90% of basic pay as provided herein following. The above provision will apply to all cases of non-occupational accident, and to any illness in excess of five (5) working days' duration supported by a doctor's report of illness. In cases of bona fide illness absence of five (5) working days or less no payment will be made for the first day or partial day of any such absence following the third such absence incident; the first day or partial day and the second day or partial day following the fourth such incident, and the first day or partial day, the second day or partial day and the third day or partial day following the fifth incident and any subsequent incident in any calendar year, otherwise the provisions above apply. (For the purpose of this provision part day absences up to and including a maximum of five (5) per calendar year, will not constitute an absence incident, nor will it disqualify him from sick pay benefits providing the employee reports for work at the beginning of his regular scheduled hours). In order to qualify for such sick pay insurance, absent employees must notify the Company prior to the commencement of their work schedule. However, if it is not possible to give notification prior to the commencement of the first work schedule, it must in any event be given within the first working day of such absence.

To all regular employees meeting the above requirements the Company will provide sick pay for continuous service on the following basis -

Less than six months' service	Nil
After six months' continuous service but less than one year	1 week
After one year's continuous service but less than five years	2 weeks
After five years and before ten years	5 weeks
After ten years and before fifteen years	7 weeks
After fifteen years and before twenty years	9 weeks
After twenty years and before twenty-five years	10 weeks
After twenty-five years and before thirty years	11 weeks
After thirty years and before thirty-five years	12 weeks
After thirty-five years and before forty years	13 weeks
After forty years	14 weeks

The right is reserved by the Company to discipline any employee and/or withhold any sick pay benefit to such employee who is found to be taking undue advantage of the sick pay provision. The right of the Company is further reserved to cancel, suspend, or modify the sick pay provisions at the expiration of this agreement, or any renewal thereof, and in particular

should it become evident to the sole satisfaction of Management that employees are taking unwarranted advantage of the arrangement

21.03 Injury and Illness Accommodation

Where either long-term or significant accommodation is an issue in the case of an employee who cannot perform all of his/her normal regular duties because of a disabling injury or illness, the Company and Union agree to meet to discuss potential viable options, if any, for accommodating an employee in those circumstances.

21.04 Pension

(a) **Any existing member who has a combination of age and credited pension service as at ratification 2009 that is equal to or greater than a Factor of 55 will be grandfathered in the Defined Benefit Pension Plan. All existing pension plan rules as set out in the Company's booklets will continue to apply to the grandfathered group.**

(b) **Any existing member who does not meet this factor will continue to accrue his or her pensionable service in the Defined Benefit Pension Plan until the implementation of the Company's Defined Contribution Component of the Pension Plan. Once implementation occurs, the existing members who do not meet a Factor of 55 as of ratification in 2009 will have his or her pensionable service suspended in the Defined Benefit Pension Plan and will participate in the Company's Defined Contribution component of the Pension Plan for future service. These members will have available to them the Supplemental Bridge Benefit as defined in the Company's Pension Plan document. Any Supplemental Bridge Benefit payments will be made in accordance with the relevant *Income Tax Act Regulation*.**

(c) **Any employee grandfathered in the Defined Benefit Pension Plan will have the option to suspend participation in the Defined Benefit Pension Plan and enrol in the Company's Defined Contribution component of the Pension Plan. However, the Supplemental Bridge Benefit is not available.**

(d) **Any employee enrolling in the Pension Plan for the first time on or after ratification in 2009, will participate in the Company's Defined Contribution component of the Pension Plan.**

ARTICLE 22 – CLOTHING, TOOLS & EQUIPMENT

22.01 Safety Footwear

Upon completion of their probationary period, employees required by the Company to wear safety footwear will be reimbursed up to a maximum of \$105.00 per calendar year toward the purchase of Canadian Standards Association approved safety footwear.

Effective January 1, 2011, this maximum will increase to \$110.00 per calendar year. The employees will provide the Company with a paid receipt to support the purchase of approved safety footwear in order to obtain reimbursement.

Notwithstanding the foregoing, employees, where required by law, must wear approved safety footwear.

22.02 Special articles of working apparel worn by the employees and normally furnished by the Company, such as rubber boots, gloves, and raincoats, shall be cleaned and kept in good repair at the Company's expense. In those instances where it is necessary to issue such articles as gloves for regular use and they have become worn out, they shall be replaced on turning in the worn out article.

22.03 Students required by the Company to wear safety footwear will be reimbursed up to a maximum of \$30.00 per calendar year toward the purchase of Canadian Standards Association approved safety footwear which meets Company standards. Students must provide the Company with a paid receipt to support the purchase of approved safety footwear in order to obtain reimbursement.

22.04 When moving employees from one job to another in Company vehicles, suitable covering shall be supplied during inclement weather. All efforts shall be made to secure inside work for outside employees during inclement weather, but it is understood that gas service must be maintained regardless of the conditions.

22.05 The Company agrees to replace necessary tools and equipment as required for Installers. New hires are expected to supply their own tools upon hire. If requesting a replacement tool, employees must return the original or a replacement will not be provided. The Company reserves the right to determine what tools are necessary to perform work. Supplied tools remain the property of the Company and employees will be required to return all tools and equipment in their possession upon termination of employment.

ARTICLE 23 – SAFETY and HEALTH

23.01

(a) The Company will institute and maintain reasonable precautions for the health and safety of all employees. All employees covered by this agreement shall co-operate in the implementation of such health and safety precautions. The Company and the Union shall co-operate fully in the elimination and prevention of unhealthy and unsafe working conditions and practices and assist in the prevention of accidents.

(b) The Company is bound by the provisions of *The Ontario Occupational Health and Safety Act* in effect at the time of ratification. This includes a requirement that there shall be joint health and safety committees established and operated, as required, consisting of members representing the Company and of members representing the employees in accordance with such legislation.

(c) All matters considered and handled by the health and safety committee shall be recorded and minutes maintained.

ARTICLE 24 – LEAVES OF ABSENCE

24.01 Union Business

Employees elected as officers of the Local or designated by the President of the Local to attend to authorized Union business will be granted leave of absence without pay provided that, in the opinion of Management, Company operating conditions permit.

All such leaves of absence shall be requested by written notice to the Company at least three (3) days prior to the commencement of the period of leave. With respect to the granting of leave of absence attention is directed to the possible effect on Group Life Insurance, hospitalization and sickness benefits as set forth in the booklet describing the conditions pertaining to these insurance coverages.

24.02 Other Than Union Business

If in the opinion of management, Company operating conditions permit, the Company may grant leave of absence without pay for a period not exceeding two months to an employee for legitimate personal reasons. Legitimate and reasonable requests for leave of absence beyond two months will be given due consideration by the Company and, as a matter of policy, permission will not be withheld, provided such absence will not seriously interfere with the efficient continuation of satisfactory customer service. All leaves of absence shall be requested by written notice to the Company at least ten (10) days prior to the commencement of the period of leave. With respect to the granting of leave of absence attention is directed to the possible effect on Group Life Insurance, hospitalization, medical and sickness benefits as set forth in the booklet describing the conditions pertaining to these insurance coverages.

24.03 Bereavement Leave

(a) In the case of death in the immediate family of an employee, i.e. Mother, Father, Wife, Husband, Child, Brother, Sister, Mother-in-Law, Father-in-Law, Step-Parent or Step-Child, Brother-in-Law, Sister-in-Law or Grandchild, the employee upon request will be granted time off with pay for any three (3) regular scheduled working days (or for such fewer days as the employee may be absent) during the period of the day of death, and up to and including the first scheduled working day following the funeral, providing such employee attends the funeral.

In the case of death of a grandparent, the employee upon request will be granted time off with pay for one (1) regular scheduled work day providing such employee attends the funeral.

In the event of extenuating circumstances, requests for additional time off work without pay will be considered.

(b) In the case where bereavement occurs during an employee's scheduled vacation period, and provided the employee would have been granted time off with pay in accordance with Section 24.03 (a), an equal number of vacation days that would have been granted in accordance with 24.03 (a) may be rescheduled to be taken at a later date. Such rescheduled days must be taken within the same calendar year.

24.04 Jury Duty

An employee who is called to jury duty or subpoenaed as a witness, will be permitted such absence as is necessary as a result of such call or subpoena and he will be compensated by the Company for the difference between payment received for such duty and his regular pay. The employee will present proof of service as a juror or witness as well as the amount of pay received for such service to his supervisor.

24.05 Pregnancy and Parental Leave

The Company will abide by the provisions of *The Employment Standards Act* (Ontario) for pregnancy and parental leaves.

ARTICLE 25 - GENERAL

25.01 Dismissal

In case of an employee's dismissal for cause, the Company shall inform the employee of such cause in writing within a period of twenty-four (24) hours, and a copy will be sent to the Bargaining Unit

25.02 Bulletin Boards

The Company agrees to provide a bulletin board for the posting of official Union notices. All notices posted on this bulletin board will have the prior approval and signature of an elected representative of the Union.

25.03 Collective Agreements

The Company will issue a collective agreement to each employee and each new employee upon induction into the Company. This agreement shall be provided in printed booklet form.

25.04 Contracting Out

It is agreed that during the lifetime of this Agreement, the Company shall not sub-contract work that is presently being performed by employees covered by this agreement that by so doing will result in lay off of regular bargaining unit employees, or that by so doing will result in a reduction in the wage rate of regular bargaining unit employees who are transferred or selected for other jobs thereby. It is further agreed that in the latter case, such an employee shall be exempt from any contractual increase until the scheduled rate for the new job exceeds the rate received by the employee at the time of his transfer or job change, at which time he will receive the rate assigned to his then current job or classification.

It is understood that there is a value and benefit to the employee, the Company and the customer when:

- employment security is enhanced by means of a productive, healthy and cost effective organization, and
- there is an improved understanding as to why contractors are utilized and how these actions can support employment security, and
- the Union and the Company work together to balance the interests of the customer, the employee and the Company regarding the issue of utilizing contractors.

In accordance with the principles outlined above, the Company and the Union agree to exchange information and formally discuss issues related to the contracting out of work which is presently being performed by bargaining unit employees.

25.05 Technological Change

The Company and the Union will form a committee to meet as necessary from time to time, in order to discuss with the Union matters relating to technological change in order to make the Union aware of the Company's plans in these areas one month in advance, where practical, of implementing such plans. The Company will also grant the Union the opportunity to make management aware of any concerns that the Union or the unionized employees may have in relation to such changes.

This Committee shall consist of not more than four (4) representatives from the Union and an equal number from Management.

25.06 Students

Students hired for summer employment during the period April 1 to September 30 in accordance with the current Letter of Understanding shall be paid the Student rate as provided in Appendix "A", or Appendix "C" as applicable. Students shall pay Union dues in accordance

with the provisions of Article 3, Section 3.01, their hours of work will be the hours specified for Regular Employees, but no other provisions of this Agreement shall apply.

Co-op students must be in a registered Co-op program and must be returning to their studies at the end of the co-op term. Co-op students will be paid at the Student rate as provided in Appendix "A". Co-op students hired shall pay Union dues in accordance with the provisions of Article 3, Section 3.01, their hours of work will be the hours specified for Regular Employees, but no other provisions of this Agreement shall apply.

Co-op students at the respective locations will be laid-off prior to regular employees.

ARTICLE 26 – TERM OF AGREEMENT

26.01 This agreement shall become effective on January 1, 2009 and continue in full force and effect until March 31, 2012 and thereafter from year to year unless, within 60 days prior to the expiration date of the agreement, notice is given by either party to the other party of their intention to revise, amend or terminate this agreement. The said notice may be given to the Company by registered mail addressed to Reliance Comfort Limited Partnership, Toronto, Ontario, or to the Union by registered mail addressed to the appropriate Local of the Communications, Energy and Paperworkers Union.

IN WITNESS THEREOF the parties hereto have signed as evidenced by the signatures of their proper officers duly authorized in that behalf.

FOR THE COMPANY

Lisa Walsh

Chris Chapman

Adam Taborek

Lisa Coppins

FOR THE UNION

Dan Valente

Kevin Reid

Cherie Hunter

Marc Cattrysse

Phil Latour

Rick Roberts

Donna Stranaghan

APPENDIX "A" - Effective January 1, 2009

HOURLY JOB CLASSIFICATIONS and WAGE RATES

Class #	Job Title	Progression	Step #	Wage Rate	All Licenses Required to enter Class	Skills & Abilities
1	HVAC Technician New hire probation rate ^o	3 months	1	\$28.52 \$27.08	Gas Technician II Residential 313d C of Q ODP	****Pass "expert" hi-efficiency heating & cooling equipment, water heaters, diagnostic & repair
2	HVAC Apprentice Technician New hire probation rate ^o	Working on Working on 3 months	Level 2 Level 1	\$27.60 \$26.47 \$25.15	Gas Technician II Residential 313d Apprentice ODP	*Pass "advanced" hi-efficiency heating & cooling equipment, water heaters, diagnostic & repair - ***
3	Service Technician New hire probation rate ^o	18 months 18 months 18 months 3 months	4 3 2** 1	\$25.55 \$23.36 \$22.53 \$22.19 \$21.20	Gas Technician II	**Before Progressing to Step 2 – Must pass "intermediate" heating & cooling equipment, water heaters, diagnostic and repair *Pass "basic" heating equipment, water heaters, diagnostic and repair
	Senior Installer Jr. Installer / Helper Jr. Installer / Jr. Technician Water Heater Installer Warehouse Helper / Runner Sheet Metal Worker Sheet Metal Helper Summer Student			\$23.54 \$15.31 \$15.31 \$21.63 \$13.91 \$24.77 \$15.31 \$13.39	Gas Technician II, ODP Residential 313d Apprentice Gas Technician III Gas Technician III Gas Technician II	

*In order for a candidate to move into Class 3 or 2, a posted vacancy must exist in the job Class, the candidate must have passed the associated company exam for the Class, the candidate must have successfully obtained the required licenses for the Class and the candidate must be the successful bidder for the open vacancy.

^o New hire probation employees must pass the Class equivalent company exam within 3 months in order to remain with the company.

***only persons whose Apprenticeship is approved by the company may enter Class 2.

**** In order for a Class 2 candidate to move into Class 1, the candidate must have passed the associated company exam for the Class, the candidate must have successfully obtained the required licenses for the Class, and must have had their Apprenticeship approved by the company. Unless moving from Class 2, a posted vacancy must also exist.

APPENDIX "A" - Effective January 1, 2010

HOURLY JOB CLASSIFICATIONS and WAGE RATES

Class #	Job Title	Progression	Step #	Wage Rate	All Licenses Required to enter Class	Skills & Abilities
1	HVAC Technician New hire probation rate ^o	3 months	1	\$29.09 \$27.62	Gas Technician II Residential 313d C of Q ODP	****Pass "expert" hi-efficiency heating & cooling equipment, water heaters, diagnostic & repair
2	HVAC Apprentice Technician New hire probation rate ^o	Working on Working on 3 months	Level 2 Level 1	\$28.15 \$27.00 \$25.65	Gas Technician II Residential 313d Apprentice ODP	*Pass "advanced" hi-efficiency heating & cooling equipment, water heaters, diagnostic & repair - ***
3	Service Technician New hire probation rate ^o	18 months 18 months 18 months 3 months	4 3 2** 1	\$26.06 \$23.83 \$22.98 \$22.63 \$21.62	Gas Technician II	**Before Progressing to Step 2 – Must pass "intermediate" heating & cooling equipment, water heaters, diagnostic and repair *Pass "basic" heating equipment, water heaters, diagnostic and repair
	Senior Installer Jr. Installer / Helper Jr. Installer / Jr. Technician Water Heater Installer Warehouse Helper / Runner Sheet Metal Worker Sheet Metal Helper Summer Student			\$24.01 \$15.62 \$15.62 \$22.06 \$14.19 \$25.27 \$15.62 \$13.66	Gas Technician II, ODP Residential 313d Apprentice Gas Technician III Gas Technician III Gas Technician II	

*In order for a candidate to move into Class 3 or 2, a posted vacancy must exist in the job Class, the candidate must have passed the associated company exam for the Class, the candidate must have successfully obtained the required licenses for the Class and the candidate must be the successful bidder for the open vacancy.

^o New hire probation employees must pass the Class equivalent company exam within 3 months in order to remain with the company.

***only persons whose Apprenticeship is approved by the company may enter Class 2.

**** In order for a Class 2 candidate to move into Class 1, the candidate must have passed the associated company exam for the Class, the candidate must have successfully obtained the required licenses for the Class, and must have had their Apprenticeship approved by the company. Unless moving from Class 2, a posted vacancy must also exist.

APPENDIX "A" - Effective January 1, 2011

HOURLY JOB CLASSIFICATIONS and WAGE RATES

Class #	Job Title	Progression	Step #	Wage Rate	All Licenses Required to enter Class	Skills & Abilities
1	HVAC Technician New hire probation rate ^o	3 months	1	\$29.67 \$28.17	Gas Technician II Residential 313d C of Q ODP	****Pass "expert" hi-efficiency heating & cooling equipment, water heaters, diagnostic & repair
2	HVAC Apprentice Technician New hire probation rate ^o	Working on Working on 3 months	Level 2 Level 1	\$28.71 \$27.54 \$26.16	Gas Technician II Residential 313d Apprentice ODP	*Pass "advanced" hi-efficiency heating & cooling equipment, water heaters, diagnostic & repair - ***
3	Service Technician New hire probation rate ^o	18 months 18 months 18 months 3 months	4 3 2** 1	\$26.58 \$24.31 \$23.44 \$23.08 \$22.05	Gas Technician II	**Before Progressing to Step 2 – Must pass "intermediate" heating & cooling equipment, water heaters, diagnostic and repair *Pass "basic" heating equipment, water heaters, diagnostic and repair
	Senior Installer Jr. Installer / Helper Jr. Installer / Jr. Technician Water Heater Installer Warehouse Helper / Runner Sheet Metal Worker Sheet Metal Helper Summer Student			\$24.49 \$15.93 \$15.93 \$22.50 \$14.47 \$25.78 \$15.93 \$13.93	Gas Technician II, ODP Residential 313d Apprentice Gas Technician III Gas Technician III Gas Technician II	

*In order for a candidate to move into Class 3 or 2, a posted vacancy must exist in the job Class, the candidate must have passed the associated company exam for the Class, the candidate must have successfully obtained the required licenses for the Class and the candidate must be the successful bidder for the open vacancy.

^o New hire probation employees must pass the Class equivalent company exam within 3 months in order to remain with the company.

***only persons who's Apprenticeship is approved by the company may enter Class 2.

**** In order for a Class 2 candidate to move into Class 1, the candidate must have passed the associated company exam for the Class, the candidate must have successfully obtained the required licenses for the Class, and must have had their Apprenticeship approved by the company. Unless moving from Class 2, a posted vacancy must also exist.

APPENDIX "B"

INSTALLATION TASK RATES SCHEDULE

Page 1 of 6

Description of Task	Total Task Pay Per Crew	Total Task Pay Per Crew	Total Task Pay Per Crew	Comments
	Effective January 1, 2009	Effective January 1, 2010	Effective January 1, 2011	
Section # 1 – Retrofit (Existing Home)				
Fur - Upflow/Counterflow	\$229.60	\$234.19	\$238.87	
Fur - Upflow/Counterflow w/ A/C	\$395.86	\$403.78	\$411.86	
Fur – Horizontal	\$306.13	\$312.25	\$318.50	
Fur - Horizontal w/ A/C	\$459.19	\$468.37	\$477.74	
Fur – Gravity	\$306.13	\$312.25	\$318.50	
Outdoor Combo Unit	\$306.13	\$312.25	\$318.50	
A/C - Complete Condenser & Coil	\$191.33	\$195.16	\$199.06	
A/C - Condenser Only	\$153.06	\$156.12	\$159.24	
Evap. Coil w Upflow/Count.Fur.	\$53.57	\$54.64	\$55.73	
Evap. Coil w Hor. Fur.	\$61.23	\$62.45	\$63.70	
Air Handler	\$191.33	\$195.16	\$199.06	
HRV/ERV (Simplified Method)	\$191.33	\$195.16	\$199.06	
Wall heater/furnace	\$229.60	\$234.19	\$238.87	
Direct Vent wall heater	\$114.80	\$117.10	\$119.44	
Space heater	\$57.40	\$58.55	\$59.72	
Garage unit heater	\$133.94	\$136.62	\$139.35	
Drain, Remove, and Replace existing Fin Tube Boiler	\$377.11	\$384.65	\$392.34	
Drain, Remove, and Replace existing Cast Iron Boiler	\$527.96	\$538.52	\$549.29	
Section # 2 - New Home Construction				
Fur - Upflow/Counterflow	\$210.47	\$214.68	\$218.97	
Fur - Upflow/Counterflow w/ A/C	\$382.66	\$390.31	\$398.12	
Fur - Horizontal	\$267.86	\$273.22	\$278.68	
Fur - Horizontal w/ A/C	\$440.06	\$448.86	\$457.84	
A/C -(Only) Condenser & Coil	\$172.20	\$175.64	\$179.15	
A/C - Condenser Only	\$133.94	\$136.62	\$139.35	
Outdoor Combo Unit	\$267.86	\$273.22	\$278.68	
Section # 3 - Fireplaces				
Insert	\$153.06	\$156.12	\$159.24	
Direct Vent	\$172.20	\$175.64	\$179.15	
Zero Clearance	\$172.20	\$175.64	\$179.15	
Freestanding Vented	\$172.20	\$175.64	\$179.15	
Freestanding Direct Vented	\$172.20	\$175.64	\$179.15	
Section # 4 - Venting				
Liner (Any Size)	\$47.83	\$48.79	\$49.77	See Clarification
B-vent 1 story (Any Size)	\$76.53	\$78.06	\$79.62	"
B-vent 2 story (Any Size)	\$105.23	\$107.33	\$109.48	"
2 Pipe PVC Venting up to 30ft.	\$47.83	\$48.79	\$49.77	"
PVC venting per.ft. over 30 ft.	\$0.57	\$0.58	\$0.59	"

APPENDIX "B"

INSTALLATION TASK RATES SCHEDULE

Page 2 of 6

Description of Task	Total Task Pay Per Crew Effective January 1, 2009	Total Task Pay Per Crew Effective January 1, 2010	Total Task Pay Per Crew Effective January 1, 2011	Comments
Section # 5 - Miscellaneous				
Gas Line/ft	\$1.80	\$1.84	\$1.88	See Clarification
Electrical /ft	\$0.57	\$0.58	\$0.59	"
Concrete Base for Combo Unit	\$114.80	\$117.10	\$119.44	"
Condensate pump	\$22.96	\$23.42	\$23.89	"
Relay	\$19.14	\$19.52	\$19.91	
Motor Upgrade w/ A/C	\$19.14	\$19.52	\$19.91	See Clarification
2 circuit pony panel	\$38.27	\$39.04	\$39.82	
Outdoor disconnect	\$11.48	\$11.71	\$11.94	See Clarification
Material Pickup (One per Job)	\$17.22	\$17.56	\$17.91	"
Lowboy Furnace Removal	\$29.08	\$29.66	\$30.25	"
Gravity Furnace Removal	\$99.49	\$101.48	\$103.51	"
Travel Beyond Established Area	\$21.54	\$21.97	\$22.41	"
Section # 6 - Ductwork				
Warm air (basement) - (R&R x 1/2)	\$19.14	\$19.52	\$19.91	See Clarification
Warm air (crawl) - (R&R x 1/2)	\$26.79	\$27.33	\$27.88	"
				"
Return air (basement) - (R&Rx 1/2)	\$28.70	\$29.27	\$29.86	
Return air (crawl) - (R&R x 1/2)	\$38.27	\$39.04	\$39.82	"
				"
Trunk Line (basement) - (R&Rx 1/2)	\$65.06	\$66.36	\$67.69	
Trunk Line (crawl) - (R&R x 1/2)	\$76.53	\$78.06	\$79.62	"
Plenum (Fabricate basement)	\$28.70	\$29.27	\$29.86	"
Plenum (Fabricate crawl)	\$38.27	\$39.04	\$39.82	"
Risers (Trunk to Outlet)	\$47.83	\$48.79	\$49.77	"
Extra duct over 25ft/ft	\$1.15	\$1.17	\$1.19	"
Canvas connector	\$9.57	\$9.76	\$9.96	"
Fitting (Fabricate)	\$11.48	\$11.71	\$11.94	"
Section # 7 - Accessories items				
New Humidifier w/ furnace	\$32.53	\$33.18	\$33.84	
New Humidifier Only	\$57.40	\$58.55	\$59.72	
New EAC w/ furnace	\$44.00	\$44.88	\$45.78	
EAC Only	\$95.67	\$97.58	\$99.53	
Reinstall existing Humidifier	\$17.22	\$17.56	\$17.91	See Clarification
Reinstall Existing EAC	\$19.14	\$19.52	\$19.91	"
New HEPA Filter with Furnace	\$66.96	\$68.30	\$69.67	
HEPA Filter Only	\$95.67	\$97.58	\$99.53	
UV Air Purifier with Furnace	\$38.27	\$39.04	\$39.82	
UV Air Purifier without Furnace	\$66.96	\$68.30	\$69.67	

**APPENDIX “B”
INSTALLATION TASK RATES SCHEDULE**

Page 3 of 6

No changes will be made to this Appendix unless mutually agrees between the Company and the Union.

In the event a one off material issue is encountered in the field, the Installer shall contact the manager to resolve it.

Water heater	Per Crew Effective January 1, 2009	Per Crew Effective January 1, 2010	Per Crew Effective January 1, 2011	Comments
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Replacement

Conventional	\$47.85	\$48.81	\$49.79	
Direct Vent	\$47.85	\$48.81	\$49.79	
Power Vent	\$47.85	\$48.81	\$49.79	
Electric	\$47.85	\$48.81	\$49.79	
Tankless (All in)	\$170.00	\$173.40	\$176.87	See Clarification

New Install

Other to Conventional	\$76.54	\$78.07	\$79.63	
Other to Direct Vent	\$86.14	\$87.86	\$89.62	
Other to Power Vent	\$86.14	\$87.86	\$89.62	
Other to Electric	\$47.85	\$48.81	\$49.79	

Repair

Repair leaking Water Heater	\$22.19	\$22.63	\$23.08	
Preventive Maintenance	\$3.61	\$3.68	\$3.75	
Not enough hot water repair	\$22.19	\$22.63	\$23.08	
Rusty water repair	\$22.19	\$22.63	\$23.08	

CLARIFICATION

Venting (Section 4)

Liner (Any Size) – Install liner as per manufacturers instruction and code requirements, connect to applicable appliances.

B-Vent 1 story (Any Size)- Install B vent as per manufacturers instruction and code requirements, connect to applicable appliances.

B-Vent 2 story (Any Size) – Same as above.

2 Pipe PVC venting up to 30ft. – Install vent pipe as per manufacturers instruction and code requirements, connect to appliance. If single pipe system is installed 50% of rate is applied.

Miscellaneous (Section 5)

Gas Line/ft – any gas piping per ft. required above the 10 ft. allowance, which is included in the base furnace task rate.

Electrical/ft – any wire required per ft. above the 10 ft. allowance included in the base furnace allowance or the 50 ft. allowance in the base A/C allowance.

Tankless – task rate is all in including all gas, water, electrical and venting work.

APPENDIX “B”

INSTALLATION TASK RATES SCHEDULE

Page 4 of 6

Concrete Base for Combo Unit – Fabricate a pad frame; pour concrete supplied by cement truck, level cement.

Condensate pump – Install and wire a new pump c/w drain hose to approved drain discharge location.

2-circuit pony panel – mount panel to wall beside main hydro panel, install appropriate breaker (s), wire back to main panel with appropriate sized breaker in main panel.

Outdoor disconnect – mount new disconnect to wall beside Condensing unit or Outdoor packaged unit, connect in line with power from main panel to the outdoor equipment.

Material Pickup (One per job) – When required to leave job site for a trip to the wholesaler for material normally stocked on truck or in warehouse, and required for the current days work. Only paid if it is necessary to leave the job site.

Lowboy Furnace Removal - Removal of lowboy furnace, which is too large to carry out of home in one piece. In these cases it is necessary to totally dismantle and carried the old unit out in several significant pieces. This does not apply to a lowboy, which can be removed with no more difficulty than a highboy furnace.

Gravity Furnace Removal – Dismantling and removal of Gravity Furnace and in many cases the immediate large round and square ducting normally associated with this type of system.

Travel Beyond Established Area – Travel from base location to a job site, or from one job site to another, which is beyond 50 km, one way.

Ductwork (Section 6)

Warm Air (basement) R&R x 1/2* - A supply air lead typically 5” or 6” in diameter, which includes, cutting of hole in floor, installation of floor boot, piping with damper, duct takeoff and floor register. If removing and reconnecting an existing lead the rate would be 50%.

Warm Air (crawl) R&R x 1/2* - Same as above in a crawl space situation.

Return Air (basement) R&R x 1/2* - A return air lead cut in floor or wall, joist liner, block ends, and floor/wall grill.

APPENDIX “B” INSTALLATION TASK RATES SCHEDULE

Page 5 of 6

Return Air (crawl) R&R x 1/2* - Same as above in a crawl space situation.

Trunk Line (basement) R&R x 1/2* - Installation of a Main Supply or Return air trunk duct up to 25 ft. in length starting from a plenum take off.

Trunk Line (crawl) R&R x 1/2* - Same as above in a crawl space situation.

Plenum (Fabricate basement) – The Layout, forming, assembly and installation of a Plenum.

Plenum (Fabricate crawl)- Same as above in a crawl space situation.

Risers (Trunk to Outlet)- A supply air lead as defined under “Warm Air” requiring to be run to a second floor level of the home.

Extra duct over 25ft – Supply or Return air trunk duct per ft. over the base of 25ft.

Canvas Connector – The layout, forming, assembly and installation of a canvas connector, were it is determined noise from vibration may be a problem.

Fitting (fabricate) – The layout, forming, assembly and installation of a Fitting.

Accessories Items (Section 7)

Reinstall existing humidifier – Complete removal and reinstallation of an existing customer owned humidifier.

Reinstall existing EAC - Complete removal and reinstallation of an existing customer owned electronic air cleaner.

APPENDIX “B” INSTALLATION TASK RATES SCHEDULE

Page 6 of 6

General Items

Items included in the installation task rate are the following:

- Driving to report base
- Loading material and equipment on vehicles or emptying vehicles of old equipment
- Breaks and lunch are included
- Fueling and cleaning truck
- Parts replenishment

Items included in Hourly rates applying to Installers are the following:

- Short term disability
 - Meetings
 - Training
 - Quotes or estimates
 - Truck repairs and breakdowns
 - Vacation
 - Recognized holidays
 - Benefit calculations
 - Bonus calculations
 - Personal Paid Days
 - Pension calculations
 - Bereavement
 - Jury Duty
- Installer earnings for the purposes of LTD calculations will be the average monthly earnings during the 12 months prior to short-term disability
- Recognized holidays worked will be paid at task rate plus one half the hourly rate.
- In the event that an employee reports for work without having been notified not to report, he/she will be given a minimum of three (3) hours work at his/her hourly rate of pay.

Callbacks:

The Company and the Union will work together to eliminate installation callbacks due to substandard workmanship. Wherever possible, the Company will assign the original installer(s) to fix any work that was substandard (including but not limited to; code violations, poor/sloppy workmanship, malfunctions due to installation, etc.). The installer(s) will not be compensated for this work. If other employees are assigned to fix the work, they will receive their applicable hourly wage. Local management will be responsible to address issues that Installers may raise associated with the administration of callbacks.

Probationary Junior Installer / Helper:

While a Junior Installer / Helper is on probation, the task rate distribution split will be 65/35 in favour of the Senior Installer. In situations where the Junior Installer / Helper exceeds the minimum standard for the role, this provision may be waived by mutual agreement between the Company and the Senior Installer in question.

APPENDIX “C”

CLERICAL JOB CLASSIFICATION and WAGE SCHEDULE

40.0 Hour Schedule

Step interval of 1 year for Step 1

Step interval of 1 year for Step 2

Step interval of 1 year for Step 3

Step 4 thereafter

Effective January 1, 2009				
Title	Step 1	Step 2	Step 3	Step 4
Administration Clerk	\$17.27	\$18.53	\$19.81	\$21.07
Summer Student	\$13.39			
Effective January 1, 2010				
Title	Step 1	Step 2	Step 3	Step 4
Administration Clerk	\$17.62	\$18.90	\$20.21	\$21.49
Summer Student	\$13.66			
Effective January 1, 2011				
Title	Step 1	Step 2	Step 3	Step 4
Administration Clerk	\$17.97	\$19.28	\$20.61	\$21.92
Summer Student	\$13.93			

APPENDIX "D"

TEMPORARY & CONTINUOUS PART-TIME EMPLOYEES

WAGES, HOURS OF WORK AND WORKING CONDITIONS

1. The following provisions of this agreement apply to Temporary Employees and Continuous Part-Time Employees:

- (A) Deduction of Union Dues - Article 3, Section 3.01.
- (B) Reservation to Management - Article 5, All Sections.
- (C) Special Articles of Working Apparel - Article 22, Section 22.02.

2. Additional provisions applying to Temporary Employees

(A) The Company will notify the Bargaining Unit in writing when a Temporary Employee is to be employed, together with the expected duration of the assignment.

(B) Temporary Employees working on projects or assignments of limited duration shall be terminated at the conclusion of 90 days of work in any 12 month period, commencing from the date of hire or commencement of employment in such period. Should a Temporary Employee not be terminated as provided above, he shall become a regular employee and the seniority date shall be dated back to the most recent date of hire.

Employees, who were employed as Temporary Employees, who are subsequently hired within a six (6) month period following termination, to fill a vacancy in the regular staff, will have the normal three (3) month probationary period reduced by the amount of service completed as a Temporary Employee. Upon completion of the Probationary period the employee's Company service date shall be dated back to the date of commencement of the Probationary period or the date of hiring to the vacancy in regular staff, whichever is applicable. For the purpose of establishing the individual's Union seniority date, such employees will be granted a maximum of 3 months' credit for service as a Temporary Employee.

(C)

(i) Hourly Temporary Employees will be paid the Probationary rate of pay for the classification for which they are employed as provided in Appendix "A" of the collective agreement.

(ii) Clerical Temporary Employees will be paid the rate of Step 1 of the grade for which the employee has been employed.

(D) **HOURS OF WORK**

Temporary Employees will work in accordance with the hours specified for Regular Employees.

(E) OVERTIME

The Company will pay overtime rates for Temporary Employees at the applicable overtime rate specified in Article 15, Section 15.01 of the collective agreement.

(F) SHIFT PREMIUM

When Temporary Employees are required to work regularly scheduled shift hours for which a shift premium is payable under the collective agreement they will be paid shift premium in accordance with the provisions of Article 14, Section 14.06 of the collective agreement.

(G) GRIEVANCE PROCEDURE

Temporary Employees will be entitled to the provisions of Articles 7 and 8 of the collective agreement providing a grievance and arbitration procedure only in respect to a difference relating to the interpretation, application or administration of the provisions of this Appendix.

3. Additional provisions applying only to Continuous Part-Time Employees.

(A) Continuous Part-Time clerical employees will be integrated in the seniority list for regular full time clerical employees. Seniority shall be computed from the date of hire after having completed a probationary period of three hundred and twelve (312) hours worked.

(B)

(i) Hourly Continuous Part-Time Employees will be paid the rate of pay for the classification in which they are employed as provided in Appendix "A" of the Collective Agreement. Progression will be limited to and within those classifications listed in Appendix "A" and under normal circumstances, progression within the classification and from one classification to another will be in accordance with such progression based on actual hours worked providing also that the employee meets the qualifications of such classifications in the line of progression.

(ii) Clerical Continuous Part-Time Employees will be paid a rate of pay in accordance with the grade established for the job subject to the hours actually worked. Wage progression from Step to Step will follow the equivalent hours worked by a regular full-time employee as specified in Appendix "C", subject to satisfactory job performance, and wage progression will follow this wage step sequence within a job grade until the maximum rate is reached.

In circumstances where the content of the job substantially differs from that of regular employees in the same job, the appropriate grade level will be proposed to the local Bargaining Unit representatives of the Job Evaluation Committee for agreement. Should agreement not be reached at the local level, the local representatives may request review by the Job Evaluation Committee in order to determine the grade of the job.

(C) Scheduling of daily starting times, the minimum or maximum daily hours of work, and the scheduling of such days of work for Continuous Part-Time Employees shall be at the discretion of management.

(D) OVERTIME

Overtime rates shall be paid for all hours worked in excess of eight (8) hours per day for hourly and clerical continuous part-time employees, and twenty-four (24) hours per week for both hourly and clerical continuous part-time employees, except in the latter case where a Continuous Part-Time Employee is acting as a replacement in which case he shall receive overtime after forty (40) hours per week for hourly and clerical employees.

(E) GRIEVANCE PROCEDURE

Continuous Part-Time Employees will be entitled to the provisions of Articles 7 and 8 of the Collective Agreement providing a grievance and arbitration procedure only in respect to a difference relating to the interpretation, application or administration of the provisions of this Appendix.

(F) Continuous Part-Time Employees will be eligible for participation in the Communications, Energy and Paperworkers Union New Members' Orientation Program as set out in Article 2, Section 2.07.

(G) Continuous Part-Time Employees will be provided with a safety footwear allowance in accordance with Article 22, Section 22.01.

(H) *This Section applies only to hourly employees.*

Continuous Part-Time Employees hired prior to 1991 will be entitled to annual vacations with pay as follows; and it will be computed on the CPT employee schedule not to exceed twenty-four (24) hours per week times the employee's straight time rate.

(i) Two (2) weeks' vacation after completion of one (1) or more years of continuous part-time service.

(ii) Three (3) weeks vacation after completion of three (3) or more years of continuous part-time service

(iii) Four (4) weeks' vacation after completion of ten (10) or more years of continuous part-time service.

(iv) Five (5) weeks' vacation after completion of eighteen (18) or more years of continuous part-time service.

(v) Six (6) weeks' vacation after twenty-nine (29) years of continuous part-time service and during each succeeding year of continuous part-time service.

(I) Hourly Continuous Part-Time Employees hired in 1991 and subsequent years, and all Clerical Continuous Part-Time Employees, will receive vacation with pay on the basis of a Continuous Part-Time Employee's normal scheduled weekly hours times his/her straight time rate and shall be granted subject to the following:

(i) Upon satisfactory completion of probation new Continuous Part-Time Employees shall be entitled to vacation with pay on the basis of one (1) part-time day for every thirty-six (36) calendar days of Continuous Part-Time employment completed during the calendar year in which they were hired. For Continuous Part-Time Employees who complete the probation in the second calendar year of employment, earned vacation entitlements will be taken at that time or shortly following the time after completion of probation. Such vacation entitlements may not be added to, and taken with, future vacation entitlements.

(ii) During the second year and up to and including the calendar year in which two (2) years of Continuous Part-Time service are completed, each Continuous Part-Time Employee will be entitled to two (2) weeks' Continuous Part-Time vacation subject to employment continuing throughout the year.

(iii) During the calendar year in which three (3) years of Continuous Part-Time Service are completed, and up to and including the calendar year in which nine (9) years of Continuous Part-Time Service are completed, each Continuous Part-Time Employee will be entitled to three (3) weeks' Continuous Part-Time vacation subject to employment continuing throughout the year.

(iv) During the calendar year in which ten (10) years of Continuous Part-Time Service are completed, and up to and including the calendar year in which seventeen (17) years of Continuous Part-Time Service are completed, each Continuous Part-Time Employee will be entitled to four (4) weeks' Continuous Part-Time vacation subject to employment continuing throughout the year.

(v) During the calendar year in which eighteen (18) years of Continuous Part-Time service are completed, and up to and including the calendar year in which twenty-eight (28) years of Continuous Part-Time Service are completed, each Continuous Part-Time Employee will be entitled to five (5) weeks' Continuous Part-Time vacation subject to employment continuing throughout the year.

(vi) During the calendar year in which twenty-nine (29) years of Continuous Part-Time service are completed, and during each succeeding year of continuous service, each Continuous Part-Time Employee will be entitled to six (6) weeks' Continuous Part-Time vacation subject to employment continuing throughout the year.

(J) Continuous Part-Time Employees will be eligible to receive two (2) scheduled Paid Personal Days off in accordance with Article 19, Section 19.01 (Section 19.01 (c) shall not be applicable) with pay prorated on the basis of the employee's daily regular hours of work. Effective January 1, 2005, Continuous Part-Time Employees will be eligible to receive one (1) additional Personal Paid Day to provide for three (3) annually.

(K) Effective January 1, 2005, Continuous Part-Time Employees will be entitled to pay for the Civic Holiday. Such pay will be based on the employee's daily regular hours of work

APPENDIX “E”

INSTALLERS

WAGES, HOURS OF WORK AND WORKING CONDITIONS

1. The following provisions of this agreement apply to Installers:

“**Installers**” shall mean those employees performing service and installation work, normally paid on a task rate basis.

- A) Definitions – Article 1, Section 1.04(c), 1.05(c).
- B) Recognition – Article 2, All Sections.
- C) Deduction of Union Dues - Article 3, All Sections.
- D) No Strikes, No Lock Outs – Article 4, Section 4.01
- E) Reservation to Management - Article 5, All Sections.
- F) Representation – Article 6, All Sections.
- G) Grievances Procedure – Article 7, All Sections.
- H) Arbitration – Article 8, All Sections
- I) Seniority – Article 9, excluding 9.04(a), 9.04(f)(ii), 9.04(g).
- J) Job Posting and Filling of Vacancies – Article 10, Section 10.01-10.05, and 10.07.
- K) Wages and Job Progression – As outlined in Item 2. (A) below.
- L) Overtime – Article 15, Section 15.03.
- M) Holidays – Article 18, Section 18.01, and Item 2. (B) below (18.02 and 18.04 revised).
- N) Personal Paid Days – Article 19, Section 19.01 (a), (b), (c), Item 2 (C) below (19.01 (d) revised), (e), and Item 2 (D) below (19.01 (f) revised)
- O) Vacation – Article 20, Sections 20.02 and 20.04 (plus new article 20.03 already captured in Memorandum of Agreement). See Item 2. (E) below for specifics of vacation entitlement.
- P) Employee Benefits – Article 21.01 (a) and (b), Item 2. (F) below, 21.02, 21.03.
- Q) Clothing, Tools, and Equipment – Article 22.01, 22.02, 22.03 and 22.05
- R) Safety and Health – Article 23, All Sections.
- S) Leaves of Absences – Article 24, All Sections.
- T) General – Article 25, All Sections.
- U) Term of Agreement – Article 26

2. Additional provisions applying to **Installers**.

(A) Wages – as specifically laid out for installers in Appendix “A” and “B”.

(B) Holidays

18.02 All clerical, hourly and installation employees are entitled to eight (8) hours holiday allowance at their hourly rate, for the recognized holiday as provided for in Section 18.01 (a) and (b) subject to the following conditions:

- (a) When a recognized holiday listed herein falls within a clerical, hourly and installation employee's vacation period, or on his scheduled day off, such employee shall be granted the option of either the corresponding time off with pay or a day's pay in lieu thereof. Such option shall be made known to the employee's supervisor at least thirty (30) days preceding the recognized holiday.
- (b) A clerical, hourly and installation employee will not be paid for a recognized holiday unless he works his last scheduled day immediately preceding, and the first scheduled day immediately following such holiday except where such absence is due to illness as provided for in Article 21, bereavement leave as provided for in Article 24, Section 24.03, jury duty as provided for in Article 24, Section 24.04, and a doctor or dentist appointment verified in writing, or written authorization from management.
- (c) In the event that a recognized holiday falls during a period of absence from work for which a clerical, hourly and installation employee is receiving indemnity under the Sickness and Accident Insurance Plan or is receiving Worker's Compensation, insured sick pay will be paid for the holiday to the extent appropriate under the sick pay provisions.
- (d) Payment for a holiday will not be made to a clerical, hourly and installation employee on leave of absence without pay, unless such clerical, hourly and installation employee has worked at least twelve (12) days during the thirty (30) calendar days immediately preceding the holiday.
- (e) Holiday pay will not be paid to clerical, hourly and installation employees who are scheduled to work on a recognized holiday and do not report for work, or who report for work but fail to complete their schedule, unless such absence or failure is, in the opinion of management, due to a justifiable reason.

18.04 Employees required to work on a recognized holiday as provided for in Section 18.01 (a) and (b), shall be paid at the rate of full task plus 0.5 of the hourly rate for all hours worked. This payment will be in addition to either the holiday pay provided for in Section 18.02 or the corresponding time off with pay providing the employee receives approval from management prior to working the recognized holiday. If prior approval is not given for the taking of corresponding time off with pay, the employee will be granted the appropriate holiday pay as provided for in Section 18.02.

C. Personal Paid Days

All clerical, hourly and installation employees are entitled to eight (8) hours pay at their hourly rate for the scheduled personal paid days off as provided for in 19.01 (b) and 19.01 (c) subject to the following conditions:

- (i) A clerical, hourly and installation employee will not be paid for a scheduled paid personal day off unless he works his last scheduled day immediately preceding, and the first scheduled day immediately following such scheduled paid personal day off, except where

such absence is due to illness as provided for in Article 21, bereavement leave as provided for in Article 24, Section 24.03, jury duty as provided for in Article 24, Section 24.04, and a doctor or dentist appointment verified in writing, or written authorization from management.

(ii) In the event that a scheduled paid personal day off falls during a period of absence from work for which a clerical, hourly and installation employee is receiving indemnity under the Sickness and Accident Insurance Plan, or is receiving Worker's Compensation, insured sick pay will be paid for the scheduled paid personal day off to the extent appropriate under the sick pay provisions.

(iii) Pay for scheduled paid personal days off will not be paid to clerical, hourly and installation employees who are subsequently scheduled to work on a scheduled paid personal day off and do not report for work, or who report for work but fail to complete their schedule unless such absence or failure is in the opinion of management due to a justifiable reason.

(iv) Employees required to work on a scheduled paid personal day off as provided for in Section 19.01 (b) shall be paid at the rate of full task. This payment is in addition to scheduled paid personal days off with pay as provided for in Section 19.01 (d).

D. Clerical, hourly and installation employees who are employed less than a full year shall be granted the appropriate paid personal days off for that calendar year on a prorated basis.

E. Vacation

Installers are entitled to annual vacation time off as set out below. Vacation is with pay for a maximum of three weeks. Vacation time taken up to the maximum will be paid at the Installer's hourly rate, calculated at eight hours per vacation day. After year end, employees will receive the difference between the hourly vacation pay already received, and 4% of total earnings, if one exists.

- (a) Two (2) weeks' vacation after completion of one (1) or more years' continuous service.
- (b) Three (3) weeks' vacation after completion of three (3) or more years continuous service.
- (c) Four (4) weeks' vacation after completion of ten (10) or more years' continuous service.
- (d) Five (5) weeks' vacation after completion of eighteen (18) or more years' continuous service.
- (e) Six (6) weeks' vacation after completion of twenty-eight (28) or more years' continuous service.

F. Employee Benefits

Prior to re-enrolment the parties agree to meet for the purposes of calculating the Annual Benefits Base Rate (ABBR) for Installers.

One and Done – Phase 2

MEMORANDUM OF AGREEMENT- ONE AND DONE
 BETWEEN
 COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA,
 LOCAL 1999 (hereinafter the “Union”)
 AND
 UNION ENERGY LIMITED PARTNERSHIP (hereinafter the “Company”)

The Company and the Union hereby agree to amend and add to our current South-West and Central Districts contract for the term of the Collective Agreement, as follows:

- 1) APPENDIX “A”- HOURLY JOB CLASSIFICATIONS AND WAGE RATES: amend Water Heater Installer wage rates to read as follows:

	Effective Oct. 12/05	Effective Jan. 1/06
Water Heater Installer	\$19.50	\$20.09

- 2) APPENDIX “B”- INSTALLATION TASK RATES SCHEDULE: add the following:

Description of Task	Total Task Pay Effective Oct. 12/05	Total Task Pay Effective Jan. 1/06
Repairing leaking Water Heater	\$20.00	\$20.60
Preventive Maintenance	\$3.25	\$3.35

Total Task Pay Eff. Date of Implementation:

Not Enough Hot Water Repair	\$20.60
Rusty Water Repair	\$20.60

- 3) The above rates with the exception of Not Enough Hot Water Repairs and Rusty Water Repairs will be retroactive to October 12, 2005.
- 4) The Water Heater Installer, in addition to installing/exchanging water heaters, shall be issued leaking water heater calls, qualified Not Enough Hot Water [NEHW] calls and Rusty Water calls;
- 5) When issued i) a leaking water heater, ii) not enough hot water or iii) a rusty water call, the Water Heater Installer shall be paid the hourly rate referenced in 1) above in the event the customer is not home;
- 6) There shall be no reduction in staffing levels with respect to Service Technicians as a result of this initiative prior to December 31, 2006;

- 7) The Company and the Union will discuss and review the statistics relative to the implementation of this initiative on a quarterly basis;;
- 8) Water Heater Installers shall not be required to be on Stand By;
- 9) The Company will provide all tools necessary for the repair of leaking and preventive maintenance of water heaters.

LETTERS OF UNDERSTANDING INDEX

LETTER NO. 1	CONTINUOUS PART-TIME
LETTER NO. 2	STUDENTS
LETTER NO. 3	DRIVER'S LICENCE
LETTER NO. 4	DISCIPLINARY RECORDS
LETTER NO. 5	FULL-TIME TO PART-TIME
LETTER NO. 6	PROGRESSION EXAMINATIONS
LETTER NO. 7	PROGRESSION COMMUNICATION
LETTER NO. 8	MEDICAL APPOINTMENTS
LETTER NO. 9	ALTERNATE WORK SCHEDULES
LETTER NO. 10	WORKFORCE ADJUSTMENTS
LETTER NO. 11	BANKING OF OVERTIME HOURS
LETTER NO. 12	CHANGE OF REPORT BASE / TRANSFER OF WORK
LETTER NO. 13	AIR CONDITIONING IN TRUCKS
LETTER NO. 14	LABOUR / MANAGEMENT MEETINGS
LETTER NO. 15	CLERICAL WAGE REDUCTION
LETTER NO. 16	AIR CONDITIONING APPRENTICESHIP PROGRAM
LETTER NO. 17	PROTECTIVE CLOTHING FOR PARTS AND ASSET CONTROL CLERKS
LETTER NO. 18	NEW CLASSIFICATION JUNIOR INSTALLER / JUNIOR TECHNICIAN
LETTER NO. 19	ONE AND DONE – PHASE III

LETTER OF UNDERSTANDING #1 – Continuous Part-Time Employees

February 17, 2004

Mr. Dan Valente,
National Representative,
Communications Energy & Paperworkers Union,
701 Evans Avenue
Etobicoke, Ontario M9C 1A3

Dear Dan:

Re: Continuous Part-Time Employees

During the 2000-01 negotiations for renewal of the existing Collective Agreements, the manner of the use of Continuous Part-Time employees and the inclusion of such employees in the bargaining units was discussed at length. The purpose of this letter is to indicate the manner in which Continuous Part-Time employees would be utilized.

Continuous Part-Time employees will normally be used during peak periods and to meet the Company's requirements in order to provide a more efficient operation. Continuous Part-Time employees will normally work twenty-four (24) hours per week or less except where used when replacing absent employees, or when temporarily filling a vacant role, and during emergencies. Should a Continuous Part-Time employee be required beyond 24 hours as a replacement, or in a vacant role, or for an emergency, the local Union will be consulted regarding the facts of the situation including the hours worked.

Continuous Part-Time employees will be provided with vacation and public holidays in accordance with the regulations of *The Employment Standards Act*, Ontario. Effective January 1, 2005, Continuous Part-Time Employees will be entitled to pay for the Civic Holiday. Such pay will be based on the employee's daily regular hours of work.

During the term of the negotiated agreements, the parties agree to meet and discuss any concerns which may arise with respect to Continuous Part-Time employees.

Yours truly,

Linda Morgan,
Vice President, Human Resources
& Labour Relations

LETTER OF UNDERSTANDING #2 – Summer Students

January 1, 1999

Mr. D. Moffat,
National Representative,
Communications Energy & Paperworkers Union,
975 Kennedy Road
Scarborough, Ontario
M1P 2K5

Dear Dan:

Re: Summer Students

This Letter of Understanding will confirm the Company's intentions regarding the employment of certain students for summer employment opportunities in the areas of the Company represented by the Communications, Energy & Paperworkers Union which may exist from time to time as conditions allow.

The objective of this program is to afford an employment opportunity for the sons and daughters of employees and retirees of the Company who are currently attending university or college full time and who will be returning to full time attendance at university or college in the Fall.

Students employed in these areas will be hired and paid in accordance with the provisions of Article 25, Section 25.06 of the Collective Agreement.

Yours truly,

[Original Signed By]
M. Ternovan,
Manager, People Relations

LETTER OF UNDERSTANDING #3 – Loss of Driver’s Licence

May 25, 2007

Mr. Dan Valente,
National Representative,
Communications Energy & Paperworkers Union,
5915 Airport Road, Suite 510
Mississauga, Ontario L4V 1T1

Dear Dan:

Re: Loss of Driver's Licence

The Company and the Union agree that the suspension of an employee's driver’s licence in most cases reduces the employee's ability to perform his or her regular job duties. In such cases, it is expected the employee will immediately report the driver's license suspension to his or her supervisor.

Each case will be reviewed locally, on its own merits, to determine if adjustments to work assignments may be made in an effort to maintain the employee's normal rate of pay, or minimize any pay reduction. However, where it is not practical or reasonable to do so, the Company may assign the employee to other duties if available and the employee's rate of pay will be adjusted to the level of duties being performed.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

LETTER OF UNDERSTANDING #4 – Disciplinary Records

May 25, 2007

Mr. F Kane,
National Representative,
Communications Energy & Paperworkers Union,
418 Bay Street North
Hamilton, Ontario L8L 1N1

Dear Frank:

Re: Disciplinary Records

This letter is to confirm an understanding reached between the Company and the Union in respect to the disciplinary record of employees.

The Company gives an undertaking not to use the disciplinary record of an employee which exceeds a two (2) year period, in matters of evidence during grievance or arbitration proceedings, or when assessing current discipline.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

LETTER OF UNDERSTANDING #5 – Full-Time to Part-Time Roles

July 13, 2001

Mr. F Kane,
National Representative,
Communications Energy & Paperworkers Union,
418 Bay Street North
Hamilton, Ontario L8L 1N1

Dear Frank:

Re: Full-Time to Part-Time Roles

During the 2000-01 negotiations for renewal of the existing Collective Agreements, the parties reached an understanding regarding regular full-time roles which may become redundant and subsequently designated as a Continuous Part-Time role.

In those situations described above, the redundant full-time employee may choose to fill any vacant role within the bargaining unit for which they qualify; to exercise his/her seniority rights in accordance with the Collective Agreement; or to remain in his/her role at the normal rate of pay for such role for up to three (3) months after the date the role was scheduled to become redundant.

Should a vacancy occur in the regular full time staff within this three (3) month period and after the posting procedure has been completed, the redundant employee may elect to fill such a vacancy subject to meeting normal qualifications of the role. Such employees shall be paid not less than his regular rate of pay for the job which he occupied immediately prior, unless such employee successfully bids for a job of the same or lower grade than the new job in which case the employee's rate of pay will be adjusted to the employee's current step in the grade of the job.

Following completion of the three (3) month period, the redundant employee would then exercise his/her seniority rights in accordance with the provisions of the Collective Agreement.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

May 25, 2007

Mr. Dan Valente
National Representative
Communications, Energy, Paperworkers Union
5915 Airport Road, Suite 510,
Mississauga, Ontario L4V 1T1

Dear Dan:

Re: Progression Examinations

During the 2003-04 negotiations, the Union and the Company discussed principles governing progression examinations. It was agreed that the existing progression process requires amendment in accordance with the new classifications introduced during negotiations. It was further agreed:

1. Examinations for progression will be based on the subject matter that is relevant to the duties performed by the classification.
2. Employees required to write progression examinations will be provided training and/or field exposure on the subject matter covered by the examinations. This preparation will be to a minimum standard established for the classification.
3. The employee will be responsible to inform the Company in writing of their desire to challenge the examination, if they are eligible.
4. The following process establishes the transition to the new Appendix “A” relative to progressions.
 - i. Retroactive pay will be based on Appendix “A” as of January 1, 2007.
 - ii. Using the Appendix “A” – Effective on Ratification, employees will be assigned, at the date of ratification, to the equivalent Class and Step that they are currently assigned to.

LETTER OF UNDERSTANDING #6, cont.

- iii. Employees will receive the rate of pay in their assigned Class and Step or their current rate of pay, whichever is greater.
- iv. All Service Technicians at the time of ratification will be green circled should their rate of pay exceed the rate of pay in the Appendix "A"- Effective at Ratification.
- v. Following this transition process, it will be necessary for employees, possessing the required licenses / tickets, to write the qualifying exam in order to advance to the next Class, as well as meet the remaining qualifications as outlined in Appendix A.

Progression examinations shall be scheduled on a twice-annual basis. Increases will become effective upon successful completion of the progression examination, and upon satisfying all qualifications as outlined in Appendix A.

Should the Company fail to schedule an examination or fail to offer an examination within ninety (90) days of an employee applying to challenge the examination, the challenging employee will have their progression pay increase, when they do successfully complete the examination, made retroactive to the 90th day of their original application to their manager – if the employee meets the other qualification as outlined in Appendix A.

In future, should an employee be unsuccessful in passing a progression examination that employee may resubmit to their manager to challenge the exam again following the existing process established in this letter.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

April 14, 2009

Mr. Dan Valente
National Representative
Communications, Energy, Paperworkers Union
5915 Airport Road, Suite 510
Mississauga, Ontario L4V 1T1

Dear Dan:

Re: Progression Communications

During the 2009 collective agreement renewal negotiations, the Union and the Company agreed there is a need to clarify the Progression process, and the associated opportunities and accountabilities that exist. To address this need:

1. Local Managers and Union Stewards will jointly review the process, accountabilities, and opportunities, stated within Appendix “A” in the South-West & Central, Appendix “B” in the North East, respectively, and relevant Letters of Understanding, as pertains to progression. All branch employees will be given the opportunity to attend one of the meetings within 90 days of ratification.
2. In general, the Company indicated that the process involves joint accountability between employees and management. If an employee believes that he or she is interested in applying for a different job in the future, the employee must notify the Manager who will evaluate the opportunity for the employee to challenge the applicable progression exam in line with the applicable Letter of Understanding. In other words, employees may challenge a progression exam in advance of a job opportunity posting so that they are proactively preparing themselves for career development.
3. **Employer Responsibilities Include:**
 - a. Participate in constructive discussion with his or her employees about career development opportunities.
 - b. Provide training and/or field exposure on the applicable subject matter covered by the examinations to an employee who is serious and eligible.

4. Employee Responsibilities Include:

- a. Consider whether he or she is seriously interested in moving to a different position within the Company.
 - b. Constructively discuss the opportunities that exist with his or her Manager either during a performance review or at any point throughout the year.
 - c. Based on these discussions, notify their Manager in writing of their desire to challenge an examination, if they are eligible.
 - d. Commit to the training and/or field exposure provided by the Company and take the necessary initiative to successfully pass the training.
5. Should a case arise where an employee has informed his or her Manager in writing of his or her desire to challenge an examination, management agrees to allow this person an accelerated exam proctoring that must occur within seven days of the posting coming down if:
- a. they are eligible for the posting;
 - b. they have not, as of yet, been provided the opportunity to challenge the exam;
 - c. a posting for a vacancy comes up in the Class to which they have requested to challenge;
 - d. they bid for the posting; and
 - e. they are the most Senior person bidding.

The existing Collective Agreement provisions continue to apply including Appendix “A” in the South-West & Central, Appendix “B” in the North East respectively, and the relevant Letter of Understanding on Progression Examinations.

Sincerely,

Lisa Walsh
Director, Labour Relations

LETTER OF UNDERSTANDING #8 – Medical & Dental Appointments

July 13, 2001

Mr. F Kane,
National Representative,
Communications Energy & Paperworkers Union,
418 Bay Street North
Hamilton, Ontario L8L 1N1

Dear Frank:

Re: Medical & Dental Appointments

In the 2000-01 negotiations for renewal of the existing Collective Agreements, it was agreed that the Company would allow regular full-time employees reasonable time off from work with pay for the purpose of attending physician's and dentist's appointments. It was further agreed that employees will schedule such appointments outside of normal working hours whenever possible or otherwise minimize the amount of time off work required.

Employees may be required to support such absences on Company supplied forms in order to qualify for payment of time off during normal working hours.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

May 25, 2007

Mr. Dan Valente
National Representative
Communications, Energy, Paperworkers Union
5915 Airport Road, Suite 510,
Mississauga, Ontario L4V 1T1

Dear Dan:

Re: Alternate Work Schedules

During the 2000-01 negotiations and during the 2006-2007 negotiations for the renewal of the existing Collective Agreements, the Company and the Union confirmed the ongoing interest in developing alternate work schedules that would better serve the needs and interests of our customers.

In response to the Union's concern regarding obstacles to implementation of alternate work schedules, the Company agrees to the following:

- (i) alternate work schedules will be jointly developed and agreed to locally.
- (ii) employees working on an alternate work schedule (e.g. 10 or 12 hours) will be paid for recognized holidays, bereavement and jury duty according to the regularly scheduled hours of the alternate work schedule (e.g. 10 or 12 hours).
- (iii) shift premiums for alternate work schedules will only apply outside of the core hours of work, as outlined in Article 14.02, at the appropriate shift premium.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

LETTER OF UNDERSTANDING #10 – Workforce Adjustments

July 13, 2001

Mr. F Kane,
National Representative,
Communications Energy & Paperworkers Union,
418 Bay Street North
Hamilton, Ontario L8L 1N1

Dear Frank:

Re: Workforce Adjustments

During the 2000-01 negotiations to renew the Collective Agreements, as a result of the Union proposal on job and bargaining unit security, the parties reviewed the then current provisions of the agreements and Letters of Intent, designed to protect the rights of employees in the event of a workforce adjustment. The Company indicated that although there are no immediate plans to alter the workforce, it is acknowledged that it is not possible to predict the future.

In this context, and in recognition of the concerns expressed by the Union, the Company agrees that should a condition develop whereby it is determined by management that within a 30 day period, a significant work-force reduction is required, the Company will review the situation with the Union with a view to discussing the alternatives and reaching agreement on how the reduction can best be implemented to ensure a minimum impact on the employees involved. For clarity, a significant work-force adjustment would be limited to the closure of a branch, the discontinuance of work, the transfer of work, or indefinite layoffs of bargaining unit employees in excess of 50% of any one classification at the affected location.

Should there be no agreement within 30 days of the commencement of these discussions, the Company will utilize layoff or other procedures as provided in the Collective Agreement.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

LETTER OF UNDERSTANDING #11 – Banking of Overtime Hours

May 25, 2007

Mr. Dan Valente
National Representative
Communications, Energy, Paperworkers Union
5915 Airport Road, Suite 510,
Mississauga, Ontario L4V 1T1

Dear Dan:

Re: Banking of Overtime Hours

During the 2000-01 negotiations, the Company and the Union confirmed its interest in continuing the practice of banking overtime.

It was agreed that banking overtime would continue under the following terms and conditions.

- (i) employees will have the option of being paid for overtime hours worked at the applicable overtime rate or being paid for overtime hours worked at their regular rate of pay and banking an equivalent number of hours.
- (ii) the number of banked hours must not exceed one hundred and sixty (160) hours at any time.
- (iii) the unused banked hours earned between January 1st and December 31st of the previous year, will be paid out in full on the first pay following April 1st of each year. Employees will be paid at their regular rate of pay for these hours.
- (iv) employees must receive prior management approval to take time off using banked overtime hours. When approval is given, the employee will be paid for the scheduled time off at his/her regular rate of pay.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

LETTER OF UNDERSTANDING #12 – Change in Report Base/Transfer of Work

May 25, 2007

Mr. Dan Valente,
National Representative,
Communications Energy & Paperworkers Union,
701 Evans Avenue
Etobicoke, Ontario M9C 1A3

Dear Dan:

CHANGE IN REPORT BASE/TRANSFER OF WORK

The Communications, Energy and Paperworkers Union Locals and Union Energy have agreed to the following terms and conditions to be used in the handling of future situations involving a change in report base or a transfer of work. This Letter of Understanding does not apply to employees who have been laid off and elect to bump more junior employees in a location different than their home base.

1. Situations qualifying for considerations are those which have been initiated by the Company and in which the employee's current report base is changed resulting in a new report base for the employee which is 25 or more miles from the current report base. In these situations, transportation or a mileage allowance of 9.0¢ per kilometre for up to one year from the effective date of transfer to the new report base will be granted to all affected employees for the mileage between the old report base and the new report base or such lesser mileage which may be appropriate in a particular circumstance.

NOTE: The above arrangements are subject to prior Management approval and any mileage claims must be processed on Company provided forms. All distances are assumed to be via the most direct route.

2. An individual involved in a situation as set out in 1. above, who relocates his place of residence a distance which is at least 25 miles closer to the new report base, is entitled to the following moving allowances:

- a) Cost of moving of employee's household and personal goods.
- b) Up to \$4,500 to cover the cost of a licenced real estate agent's commission resulting from the sale of the employee's principle residence.
- c) In the case of a renter, reimbursement for the net expense of obtaining a release from a lease at the former location providing the expense does not exceed one month's rent.

LETTER OF UNDERSTANDING #12

- d) Up to \$1,500 to cover legal fees incurred through the use of a lawyer resulting from the sale and purchase of the employee's principle residence.
- e) Up to \$2,000 moving allowance to cover legitimate costs associated with the employee's relocation.

NOTE: *The above payments are subject to prior Management approval and are subject to the terms and conditions governing relocation expense in effect at the Company and must be supported by appropriate receipts. All distances are assumed to be via the most direct route.*

- f) An employee has one year from the effective date of transfer to the new report base in which to exercise the option to relocate his/her principle residence in order to qualify for the moving allowances provided.
3. Where there is a change in report base or transfer of works, a volunteer from the classification/job or failing a volunteer, the most junior employee in the classification/job in the report base from which the transfer is being made must accept the transfer to the new report base.
4. In all situations of change in report base or transfer of work, there will be prior consultation with the appropriate representatives of the Union. The Company acknowledges that failure to reach agreement with the Union regarding the change in report base or transfer of work could result in a grievance being filed by the appropriate local/unit.
5. The Company is to advise the Union of the report base arrangements of all unionized employees as of March 15, 1986, for the purpose of determining the applicability of the provisions of this document.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

LETTER OF UNDERSTANDING #13 – Air Conditioning in Trucks

July 13, 2001

Mr. F Kane,
National Representative,
Communications Energy & Paperworkers Union,
418 Bay Street North
Hamilton, Ontario L8L 1N1

Dear Frank:

AIR CONDITIONING IN TRUCKS

During the 2000-01 negotiations to renew the existing collective agreement, the Company and the Union agreed that any newly acquired company trucks will be outfitted with air conditioning.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

LETTER OF UNDERSTANDING #14 – Labour/Management Meetings

July 13, 2001

Mr. F Kane,
National Representative,
Communications Energy & Paperworkers Union,
418 Bay Street North
Hamilton, Ontario L8L 1N1

Dear Frank:

LABOUR/MANAGEMENT MEETINGS

During the 2000-01 negotiations to renew the existing collective agreement the Company and the Union expressed a desire to improve communication and working relations through regular meetings. It was, therefore, agreed that labour/management meetings would be conducted on a quarterly basis in an effort to accomplish this goal.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

LETTER OF UNDERSTANDING #15 – Clerical Wage Reduction

February 17, 2004

Mr. Dan Valente,
National Representative,
Communications Energy & Paperworkers Union,
701 Evans Avenue
Etobicoke, Ontario M9C 1A3

Dear Dan:

CLERICAL WAGE REDUCTION

During the 2000-01 negotiations to renew the existing collective agreement the reduction of clerical wages was discussed at great length. The Company and Union agreed that it was necessary to reduce clerical wages to those more closely aligned with market rates for similar roles in the industry.

To assist the affected clerical employees in the transition to the new wages, the following terms and conditions are in effect.

All employees who exceed the maximum wage rate of \$17.65 per hour at the date of ratification on the July 13, 2001 Collective Agreement are green-circled.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

LETTER OF UNDERSTANDING #16 – Air Conditioning Apprenticeship Program

May 25, 2007

Mr. Dan Valente
National Representative
Communications, Energy, Paperworkers Union
5915 Airport Road, Suite 510,
Mississauga, Ontario L4V 1T1

Dear Dan:

Re: Air Conditioning Apprenticeship Program

During the 2003-04 negotiations to renew the existing collective agreement, the parties agreed to participate in the Air Conditioning Apprenticeship Program for the term of this agreement in accordance with the following requirements:

The Employee:

1. Has progressed to Class 3 or Senior Installer.
2. Has applied and has been accepted into the Apprenticeship Program.
3. Has consistently operated in a manner consistent with the values of the Company.
4. Will cover all cost associated with the Apprenticeship Program with the exception of the cost outlined under the Company.
5. Will return all Company property and equipment during school terms.

The Company:

6. Will post a vacancy for an Apprenticeship in accordance with Article 10.
7. Will evaluate for approval, requests to attend school, subject to business needs being met and considering future crewing needs. Approval by the Company will not be unreasonably withheld.
8. Will act as the sponsor of the employee and indenture the employee for the entire apprenticeship program provided the Apprentice remains an employee of the Company.
9. Will sponsor the employee with the greatest seniority that has demonstrated strong technical and customer service skills.
10. Will layoff the employee for the period of time they attend school.
11. Will provide benefits coverage during the school term with the exception of STD and LTD coverage.
12. Will reimburse for course tuition fees one year after successful completion of the school term provided the employee remains in good standing with the Company.
13. Will accommodate the use of banked overtime, PPD and vacation time in compliance with Canadian Employment Insurance requirements, in order for the employee to maximize their pay while at school.

14. Will accumulate the employee's Company seniority during the school term or layoff period.

Should the Company's participation in the Apprenticeship Program cease at the end of the term of this Agreement, the Company will continue to honour Item 8 for the entire term of the employee's Apprenticeship.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

LETTER OF UNDERSTANDING #17– Protective Clothing for Parts & Asset Control Clerks

February 17, 2004

Mr. Dan Valente,
National Representative,
Communications Energy & Paperworkers Union,
701 Evans Avenue
Etobicoke, Ontario M9C 1A3

Dear Dan:

Re: Protective Clothing for Parts & Asset Control Clerks

During the 2003-04 collective agreement renewal negotiations the parties agreed that local management will ensure that Parts & Asset Control Clerks will be provided with protective clothing appropriate to their roles.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

February 17, 2004

Mr. Dan Valente,
National Representative,
Communications Energy & Paperworkers Union,
701 Evans Avenue
Etobicoke, Ontario M9C 1A3

Dear Dan:

Re: New Classification Junior Installer/Junior Technician

During the 2003-04 renewal negotiations, the Company and the Union agreed to a training initiative, which will see the introduction of a new classification, Junior Installer/Junior Technician.

The following conditions apply to this classification:

1. The role will only be developed in areas where the classification Junior Installer exists.
2. The number of persons in this role will not exceed 20% of the Senior Installer base, rounded up at any one location.
3. The Junior Technician will receive their hourly rate as outlined on Appendix A when performing this role.
4. In the event a Senior Installer opts to work alone as a result of the Junior Installer doing Junior Technician work, the Senior Installer will be entitled to 100% of the regular task rate. If two Senior Installers work together they will split the task at a 50/50 rate. The Senior Installer may opt to take unpaid leave and will be entitled to do so if agreeable to the Company.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations

LETTER OF UNDERSTANDING #19 – One and Done Phase III

May 25, 2007

Mr. Dan Valente
National Representative
Communications, Energy, Paperworkers Union
5915 Airport Road, Suite 510,
Mississauga, Ontario L4V 1T1

Dear Dan:

Re: One and Done – Phase III

This letter will confirm our commitment during the 2007 negotiations that the Company will meet with the CEP for purposes of discussing the results of One and Done – Phase III and any matters relating to future plans and any transitional issues associated with implementation of this initiative.

Yours truly,

Linda Morgan
Vice President, Human Resources
& Labour Relations