

# **COLLECTIVE AGREEMENT**

**between**

***CHATHAM-KENT UTILITY SERVICES INC.***  
**(hereinafter referred to as “the Company”)**

**and**

**LOCAL UNION 636**  
**of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**A.F. OF L., C.I.O. & C.L.C.**  
**(INSIDE UNIT)**  
**(hereinafter referred to as “the Union”)**

***Duration: January 1, 2006 – December 31, 2009***

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## **Article 1 - Recognition**

- 1.01 The Employer recognizes Local 636 of the International Brotherhood of Electrical Workers (IBEW) as the sole Bargaining Agent of all office and clerical employees of Chatham-Kent Utility Services Inc., save and except the positions of Senior Financial Analyst, *Administrative Assistant, Business Systems Analyst, Coordinator Regulatory and Rates*, supervisors, persons above the rank of supervisor, students employed during the school vacation period, students on a cooperative work program and temporary employees.

## **Article 2 - Management's Rights**

- 2.01 The Union acknowledges that Management has the exclusive right to manage its business and direct the working force, make, amend and enforce such rules and regulations as shall from time to time be required, providing such rules and regulations are not inconsistent with any provision of this Agreement.
- 2.02 It is recognized under normal circumstances that the duties and responsibilities of the Managerial staff are of a supervisory nature. Accordingly, supervisors shall not perform any of the work within the jurisdiction of the Bargaining Unit except in cases of emergency or for the purpose of instructing and/or training new employees.

## **Article 3 - Union Security and Check-off**

- 3.01 All regular employees shall remain members of the Union in good standing during the life of this Agreement as a condition of continuing employment.
- 3.02 All regular employees who have completed the required probationary period shall become and remain members of the Union as a condition of continuing employment.
- 3.03 *The Company agrees to deduct, each pay, from the wages of all employees in the Bargaining Unit, Union dues as directed by the Union from time to time. The Company also agrees to deduct and remit an amount equivalent to the Union initiation fee from each employee upon the successful completion of their probationary period.*

*The Union shall notify the Company, in writing, of the amount of such dues to be deducted under this section and, provide at least thirty (30) days written notice of any changes in the amounts thereof that may be directed from time to time.*

*The Company shall forward these deductions to the Union once each month, together with a listing of names showing the amount deducted from each employee;*

*Such remittances will be forwarded to the Union so that they are received not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the dues have been deducted.*

*Payroll deductions will not include any fines. Union dues will be included on the employee's T4 slip (for income tax purposes).*

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

#### **Article 4 - Seniority**

- 4.01 Seniority shall be defined as the length of continuous service from the last date of hire with the Employer as a member of the Union within the Bargaining Unit covered by this Agreement. Temporary employees shall not accumulate any seniority.

- 4.02 An employee shall lose his seniority and his name shall be removed from the records if he:

- i) quits voluntarily;
- ii) is discharged and is not re-installed through the Grievance and Arbitration Procedure;
- iii) is absent from work for three (3) working days or more without leave unless it was not reasonably possible to notify Management due to circumstances beyond his control;
- iv) is laid off for a period of twelve (12) calendar months;
- v) fails to report for work after a lay-off within five (5) working days of recall, notice of which has been mailed to the last address of which the employee has notified Management, unless Management is satisfied that unavoidable circumstances prevented an employee's return within the specified time limit;
- vi) if he/she fails to return to work from an authorized leave of absence on the next scheduled working day following the expiry of the leave of absence, unless Management is satisfied that unavoidable circumstances prevented an employee's return within the specified time limit.

vii) Subject to the provisions of the Ontario Human Rights Code, an absence for eighteen (18) consecutive months, if employed less than one (1) year, or an absence from work for twenty-four (24) consecutive months if employed more than one (1) year.

viii) retires or reaches age 65.

4.03 An employee, absent and entitled to receive sick leave benefits in accordance with Article 11 of this Agreement, shall continue to accumulate seniority only until his sick leave benefits expire.

4.04 Any person employed outside the Bargaining Unit, who is subsequently transferred into the Bargaining Unit shall be recognized as a new employee. As such, said employee will be given credit for past service for vacation and pension entitlements only with the Company, Chatham-Kent PUC or Municipal Department but not considered to hold seniority rights within the Bargaining Unit for the purposes of lay-off, recall, promotions, job postings and/or transfers. However, credit for past service with other Municipal departments will only be recognized if there is a reciprocal agreement in place with the originating Department whereby they will recognize past service with the Company should a transfer occur.

4.05 Any employee who is promoted out of the Bargaining Unit for a period of no more than six (6) calendar months, may be returned to the Bargaining Unit by mutual agreement of the employee and the employer and he or she will retain their attained seniority as at the original date of transfer.

4.06 When an employee has been laid off and has returned to work under the provisions of the Recall clause in this Agreement, their seniority shall be determined in accordance with this Article but shall not include any time on lay-off.

## **Article 5 - Employee Categories**

### **5.01 Temporary**

Temporary employees are persons hired for a limited time duration, not exceeding four (4) calendar months within a twelve (12) month period, except that this period may be extended for another six (6) calendar months period if mutually agreed upon by the parties to this Agreement and except in cases involving maternity leave in which case such period shall be extended to allow the person being replaced a leave as provided by the Employment Standards Act. The Union will be notified in the event a temporary employee is hired.

Temporary employees shall not accumulate seniority, shall not be entitled to any of the rights or privileges accruing to regular employees, nor shall they have access to the Grievance Procedure.

It is understood and agreed that the sole purpose for the hiring of temporary employees is to meet short term demands (within the Bargaining Unit), created as a result of illness, injury, maternity/parental leaves (or other leaves of absence), vacations and/or due to work overload which cannot reasonably be completed through overtime assignments. Any person so employed shall ensure the continued efficient operations of the Company (for a limited and well defined period). In the case of short term absences, their employment shall terminate immediately upon the return to work of the regular full time employee.

5.02 Probationary

- (a) Probationary employees are persons hired on trial to determine their suitability for continuing employment in regular positions. An employee shall be considered probationary for 90 working days. At the end of his probationary period, his date of hiring will be established as the commencement of his current probationary period. During this period of probation he shall not be considered as having regular status and shall not be subject to the just cause protection as set out in Article 7.03 of the Collective Agreement. However, no probationary employee shall be disciplined or discharged for arbitrary, discriminatory, or bad faith reasons.
- (b) Where, in Management's opinion, its ability to assess an employee is affected by periods of non-working time such as sickness, leaves of absence, etc., the probationary period may be extended in direct proportion to the period of time lost.

5.03 Regular

Regular employees are persons who have satisfactorily served a probationary period and who are currently in the employ of the Company.

**Article 6 - Strikes/Lockouts**

During the term of this Agreement, Management agrees not to lock out its employees and the Union agrees that no cessation or slowdown of production will occur. The Union further agrees that it will not involve the Company in any dispute between any other group of employees and their employer.

## **Article 7 - Grievances and Arbitration Procedure**

### 7.01 Grievance Definition

For the purposes of this Agreement a dispute, claim or complaint which involves the interpretation or application of this Agreement shall be considered a fit matter for grievance and shall be dealt with promptly and as specified below.

### 7.02 Grievance Procedure

Time limits set out for the processing of grievance shall be rigidly adhered to except in the case of mutual written agreement to alter the time limits. The reference to “working days” in this section and subsequent sections of the Grievance and Arbitration Procedure shall be interpreted as days that are exclusive of Saturdays, Sundays, and recognized Holidays.

Failure of the Union, Employee or Management to act within the time limits prescribed herein shall mean the grievance is forfeited, or processed to the next Step, respectively, as the case may be.

#### **Step 1**

The employee shall present his grievance orally to his immediate supervisor/*manager* within five (5) working days of the alleged grievous occurrence or it will not be considered. His immediate supervisor/*manager* must give his final disposition of this Step within five (5) working days of the discussion.

#### **Step 2**

Failing settlement to the employee’s satisfaction, he may then within five (5) working days submit the grievance in writing to the *appropriate* Manager or his delegate. The *appropriate* Manager shall within five (5) working days of the receipt of the grievance at this Step convene a meeting of a Joint Grievance Committee comprised of the *appropriate* Manager or his delegate and a duly-formed Union committee. The *appropriate* Manager shall give his disposition in writing within five (5) working days of the meeting.

#### **Step 3**

Failing settlement to the employee’s satisfaction, the grievance may then be submitted within five (5) working days to the President or his delegate. The President shall within five (5) working days of the receipt of the grievance at this Step convene a meeting with the President or *his* delegate and a duly-formed Union committee. The President *or his delegate* shall give his disposition in writing within five (5) working days of the meeting.

#### **Step 4 - Arbitration Procedure**

Failing settlement at Step 3 the Union may within five (5) working days after receipt of the President's answer at Step 3, notify Management of its intention to submit the grievance to arbitration.

In the event Arbitration is to be invoked, the request must be made in writing to the other party within (20) working days or such further period as is mutually agreed upon by the company and the Union. At this time both parties will attempt to come to an agreement on selecting a sole Arbitrator. In the event the parties are unable to agree on a sole Arbitrator within five (5) working days, the Minister of Labour for Ontario shall be asked to appoint an Arbitrator.

The Arbitrator shall meet as soon as possible with both parties to hear evidence and receive representations.

- No person may be appointed as an arbitrator who has been party to an attempt to negotiate or settle the grievance unless both parties agree.
- The award of the Arbitrator shall be confined to determining the issues set out in the grievance.
- The findings of the Arbitrator as to the facts and as to the interpretations of violation or non-violation of the provisions of the Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of this Agreement. The decision of the Arbitrator shall be binding upon the parties.
- The Company and the Union shall respectively pay the expenses of the Arbitrator and shall be borne equally by the Company and the Union.
- Notwithstanding the above provisions of Article 7, it is recognized that either party to this Agreement may request the Minister of Labour for Ontario to refer to a single arbitrator, to be appointed by the Minister, as provided in Section 49 of the Labour Relations Act of Ontario or as amended. In the case of a single arbitrator, the contents of this Article shall read accordingly.

7.03 No regular employee shall be disciplined or discharged except for just cause.

7.04 For purposes of this Article, time limits expressed as number of working days shall be interpreted as days that are exclusive of Saturdays, Sundays, and Recognized Holidays.

7.05 **Policy Grievances**

Any complaint or grievance arising directly between the Company and the Union shall be originated under Step No. Three and the time limits set out in that Step shall appropriately apply. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not be thereby by-passed.

**Article 8 - Hours of Work and Overtime**

8.01 **Hours of Work**

This section provides the basis for establishing work schedules and for the calculation and payment of overtime, but shall not be read or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week.

8.02 All Customer Service Field Representatives shall be granted ten (10) minutes clean up time immediately before lunch and quitting time.

8.03 (a) **Customer Field Representatives**

i) The normal work week of employees *in the Customer Field Representative Classification* shall be forty (40) hours per week consisting of *five* (5) days of eight and one half (8 1/2) hours not before 8:00 a.m. and not later than 4:30 p.m., Monday to Friday inclusive, with one half (1/2) hour off for lunch.

ii) *See Letter of Understanding attached*

(b) **Office Staff**

i) The normal work week of employees *in the following classifications* (Customer Accounts Representative, Customer Service Assistant, Customer Financial Analyst, Financial Analyst, Senior Collector, Senior Biller and *Cashier/Clerical Assistant* shall be thirty seven and one half (37 1/2) hours per week consisting of *five* (5) days of *eight and one half* (8 1/2) hours not before 8:00 a.m. and not later than 5:00 p.m., Monday to Friday inclusive, with one (1) hour off for lunch.

ii) The current hours of operation for the offices of the Chatham-Kent Utility Services are 8:00 a.m. to 4:30 p.m. Monday through Friday inclusive. In the event that operational demands and or market forces require the offices to expand their service hours to 5:00 p.m., it is not the intent of the Company to schedule more than three (3) employees from 8:30 a.m. to 5:00 p.m. This shift *may* include one *Cashier/Clerical Assistant* and/or *up to* two Customer Account Representatives. Such shift shall be posted at least one week prior to its introduction and the schedule shall be filled on a voluntary basis. However, should the required complement of staff not be secured the person(s) with the least seniority in the classification affected shall be assigned to such shift. In the event that there are more volunteers than required, any interested persons will be rotated through the shift on a schedule mutually agreed to by the parties.

(c) All employees will be provided with a fifteen (15) minute rest period to be taken approximately mid morning and mid afternoon respectively.

#### 8.04 Overtime

Due to the nature of its operations, Management may require employees to work hours outside of those normally scheduled.

8.05 All work performed in excess of the normal daily or weekly hours as outlined above shall be considered as overtime and shall be paid at the rate of two (2) times the employee's basic rate of pay.

8.06 Overtime and extra work within a Department, at any tasks which could be performed by employees covered by this Agreement (including, but not limited to, dispatch work and customer services during emergency conditions) will be assigned and distributed equitably among those within the Bargaining Unit capable of performing such tasks. The opportunity for overtime for Office Personnel, whether it be continuous, contiguous or call-out, shall be distributed on a rotational basis using a total hours concept in each calendar year.

When an employee is scheduled to work planned overtime, and such work is cancelled, the employee shall be paid four (4) hours at their standard hourly rate unless the employee is notified of the cancellation at least (1) hour prior to the scheduled commencement of such work.

Employees who are requested to work overtime but who refuse, shall be charged with the hours worked. A list of employees' total overtime shall be updated and posted monthly.

8.07 If an employee alleges that he/she has been bypassed in administering overtime and such allegation is established by arbitration or agreement of the union and the Company, he/she shall receive an overtime opportunity to rectify the alleged bypass. In no case shall an employee receive a payment in lieu of bypassed overtime unless there is no other form of redress.

8.08 Minimum Call

When an employee is called in for work outside of his normal working hours, he shall be provided with a minimum payment of four (4) hours' pay at straight time or the actual time worked at the appropriate premium rate, whichever is the greater, except when a short call follows within two (2) hours of the completion of a previous call in which case time shall be considered continuous from the start of the previous call. There shall be no minimum payment applicable to overtime worked as an extension, either one half hour preceding or following, an employee's normal daily working hours.

8.09 On-Call

Employees designated for on-call duty will be paid in accordance with the following:

- i. On-call duty is part of designated employee's regular duties. An employee who is called out at a time which is not continuous to the normal hours of employment shall be paid a minimum of four (4) hours at standard hourly rates (or the actual time worked - whichever is greater), provided the employee reports for work in response to such call within thirty (30) minutes of being called.
- ii. There shall be no minimum payment applicable to overtime worked as an extension of an employee's normal daily working hours.
- iii. Employees designated for on call duty who are unable to perform such duties because of illness shall notify Management as soon as possible. In case of such illness or inability of a person to perform his on call duty, the alternate designate will be the person whose regular on call duty is scheduled for the week following and any such arrangement would not otherwise affect the regular schedule except to the extent that the employee being ill would give his scheduled replacement the equivalent days covered.

- iv. On call will be paid at a weekly allowance of six (6) hours of regular pay. Regular employees receiving on call allowance may elect to bank six (6) hours in lieu of receiving payment up to a maximum of **forty (40)** hours as per Article 8.10.
- v. When a recognized Holiday occurs during an employee's on-call duty, he shall be paid an additional two (2) hours of regular pay.

8.10 Regular Employees who work overtime may elect to accumulate (in each calendar year) overtime hours worked to a maximum of forty (40) regular hours (e.g. 20 hours worked overtime at double time equals 40 hours lieu time at regular rate) each calendar year to be taken as time off in lieu, to provide the employee with regular working hours off with pay for each hour banked subject to the following conditions:

- (i) The scheduling of all hours so taken shall be at a time mutually agreed between the employee and Management.
- (ii) ***A maximum of forty (40) hours can be carried forward to be used in the following calendar year. Any time so banked above the forty (40) hours but not taken or scheduled by November 1<sup>st</sup> in each calendar year, shall be paid out at the prevailing rate of pay on the last pay of the calendar year.***

**Article 9 - Recognized Holidays.**

9.01 The following Holidays shall be recognized by Management:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Day before Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Day before New Year's Day
Labour Day	

9.02 Regular and probationary employees of the Company will be entitled to payment of normal basic wages for such holidays provided they have worked or have been on authorized leave of absence during the full scheduled days of work which immediately precede and follow such holidays.

- 9.03 Regular and probationary employees required to work on such a holiday shall be paid for time worked at the premium rate specified in Clause 9.04 of this agreement.
- 9.04 When a recognized Holiday falls within an employee's vacation period, such holiday shall not be counted as a vacation day but shall be allowed to the employee at a time satisfactory to Management.
- 9.05 Employees receiving *benefits from the Workplace Safety & Insurance Board (WSIB) due* to sickness *and/or* accident will not be eligible for holiday pay in addition to *such* benefits.
- 9.06 When any of the above recognized Holidays falls on a Saturday, or Sunday, either the preceding Friday or the following Monday, at the discretion or management, shall be declared a holiday with pay.

#### **Article 10 - Vacation**

- 10.01 Vacation pay shall be calculated on the normal basic earnings of the employee immediately prior to the date on which vacation monies become payable. Terminating employees will be pro-rated in direct proportion to the amount of time worked for the Company during the accumulation period.
- 10.02 *a)* Vacation will, as far as it is practical, be granted at the times most desired by the employees. An employee, to ensure consideration of his request and his relative Company service credit standing, must notify management of his preferred vacation period (*effective January 1<sup>st</sup> 2007*) by *February 1st*, in *each calendar year*. *Management will return all vacation requests no later than February 15<sup>th</sup> of each calendar year – with the exception of vacation requests for the period from January 1<sup>st</sup> through and including February 15<sup>th</sup> in which case Management will respond in writing no later than one (1) working day following receipt of such requests.*
- b)* Management reserves the authority to designate vacation periods for all employees in a manner consistent with the efficient operation of the Company; however, every effort will be made by management to grant two (2) weeks of vacation when requested. *Notwithstanding such requirements, requests for one (1) additional day may be granted should operational demands allow.*
- 10.03 Normal vacations shall not be accumulative and shall be taken in the calendar year in which they become due unless otherwise expressly provided by management.

10.04 A regular employee will be entitled to the following vacation with pay based on the employee's regular rate of pay during the calendar year that they complete the following continuous service:

1-3 years	2 weeks
4-8 years	3 weeks
9-14 years	4 weeks
15-19 years	5 weeks
20 years plus	6 weeks

10.05 ***a) No employee shall be entitled to accrue more than two (2) years vacation entitlement while absent due to WSIB related leaves.***

b) Active employees unable to use vacation due to short term illness or an approved WSIB related absence in any given calendar year shall lose the time off portion of such vacation and in return receive the vacation pay to which they are entitled under the provisions of Article 10.04. Such vacation pay shall be paid on the last pay period of the calendar year in question.

10.06 For the purpose of calculating vacation allowances, the vacation year commences January 1 and ends December 31 of the previous year.

10.07 Such vacation allowances shall be pro-rated in direct proportion to the amount of time the employee worked for the Company during the vacation year, but not including, for purposes of this clause, periods of time off work with full pay from the Company or while in receipt of sickness benefits provided under Article 11, or for a period of up to twelve (12) months from date of injury while on Workers' Compensation or while on Union business for a period not exceeding twelve (12) days.

### **Article 11 - Sick Leave**

11.01 The Company's sick leave plan for regular employees was created by the Company to reduce the financial hardship that bona fide illness can create so far as inability to work and the consequent loss of normal wages are concerned.

11.02 To qualify for payment of sick pay, an employee must:

(i) Ensure that his or her illness is reported ***by speaking directly*** to Management as soon as possible.

- (ii) Be suffering from a bona fide illness or injury which -
  - (a) prevents his or her useful employment.
  - (b) is not compensable under the Workplace Safety and Insurance Act except as provided under Article 21 of this agreement.
- (iii) Submit written verification of his or her illness, signed by a qualified doctor, if requested either prior to his or her return to work, or if absent for **three (3)** working days or more. ***The employer shall reimburse the employee the cost of the doctor's note with proof of receipt.***
- (iv) Submit to a medical examination by a doctor of his or her choice at Management's request.
- (v) The employee agrees to sign a form authorizing his or her doctor to provide to a doctor designated by the Company results of the above examination in writing.
- (vi) Time required for such examination shall be considered time worked if it occurs during normal daily working hours. Any additional costs not covered by insurance for this examination and the accompanying report shall be paid for by the Company.)
- (vii) Return to work as soon as possible following recovery from illness, or, where applicable, the Workplace Safety and Insurance Board classifies employee fit to return to work.
- (viii) Complete, ***upon return to work***, an "absentee" slip.

- 11.03 Sick leave credit will accrue to regular employees at the rate of one-and-one half (1-1/2) days per month of accredited Company service credit to a maximum of three-hundred-and-thirty (330) days.
- 11.04 A maximum of eighteen (18) days of sick leave credit will be accumulated per calendar year, but this amount will be reduced by the number of days of sick pay credit used during the calendar year.
- 11.05 Regular employees shall be allowed time off with pay for medical and/or dental appointments, subject to reasonable notification to Management and to the sick leave provisions outlined above. ***Such time off shall be charged to the employee's sick leave credits as it is used.***
- 11.06 Management agrees to provide each regular employee by March 31st of each calendar year, a statement as to his or her sick leave credits as of December 31st of the previous year.

- 11.07 If an employee is absent from work for more than ten (10) working days in a month, sick leave credit is forfeited for that month save and except where the pregnancy and parental leave provisions of the *Employment Standards Act*, as amended from time to time, are applicable.
- 11.08 Employees may use up to three sick days per calendar year to attend to spouse, child or parent on special compassionate grounds which are medically related.

## **Article 12 - Health Plans**

- 12.01 Upon the successful completion of a three (3) month waiting period the following coverage will be in effect for bargaining unit employees.
- 12.02 The Company agrees to pay for regular employees in receipt of normal base wages the premiums (including increases effective up to and including ***December 31, 2009*** for the following health benefits, covering themselves and their eligible dependents (***including overage dependents***) who comply with the eligibility requirements of the plans:
- (a) Coverage equivalent to ***Great West Life*** Extended Health Benefits, including ***Generic Drug Plan 2***, Vision @ \$225/24 months; ***\$500/12 months cap on Physiotherapy treatments effective at ratification date.***
  - (b)
    - (i) Dental Plan based on Ontario Dental Association Schedule of Fees for previous year rates based on Blue Cross Comprehensive Dental Plan, with 9-month recall provision for adults and 6-month recall for children.
    - (ii) Orthodontic benefit for eligible dependent children to age 19, with a reimbursement level of 50%, subject to a lifetime maximum benefit of \$2,000 per dependent child.
  - (c) Long Term Disability with 70% normal basic monthly compensation to a maximum of Three-Thousand (\$3000) per month, as per conditions of L.T.D. policy, with an elimination period of One-Hundred-and-Eighty (180) ***calendar*** days or expiration of sick leave credits, whichever occurs last.
  - (d) Out-of-Province coverage equivalent to ***Great West Life*** Travel Plan.

- 12.03
- (a) Premiums for coverage under Article 12.01 will be continued for regular employees who are absent from work on WSIB or LTD for a period not exceeding twenty-four (24) months.
  - (b) Applicable benefits will be paid to age 65 for employees who take early retirement as per OMERS eligibility criteria.
  - (c) In the event of the death of the retiree prior to age 65, the Company shall continue to provide the benefits described herein, to the surviving spouse and for eligible dependents until remarriage or death up to when the deceased retiree would have reached age 65.
  - (d) In the event of the death of an active employee prior to retirement, the Company shall continue to pay one hundred percent (100%) of the premium costs to provide the continuation of benefits (as described herein) to the surviving spouse and/or all eligible dependents of said employee - for a maximum of two (2) years (the period of coverage will be terminated in the event of remarriage or should the surviving spouse reach the age of sixty five (65) or die. In order to qualify for such coverage, an employee must have at least completed their probationary period with the Company.
- 12.04 It is understood and agreed that additional benefits granted by the Company in the settlement of this current agreement satisfy requirements of the refund provisions of the rebate sections of the Unemployment Insurance Sick Leave Legislation.
- 12.05 It is understood that the limitations on the Company's obligations to pay insurance premiums set out in 12.01 above are subject to the pregnancy and parental leave provisions of the Employment Standards Act as amended from time to time.
- 12.06 It is understood that the benefit plans are subject to the restrictions contained within the insurance policy and are not part of this agreement and are not subject to the grievance and arbitration procedure. However, the Employer guarantees that the plan which it purchases shall provide benefits at the level comparable to that currently enjoyed by employees and the issue of level of coverage may be the subject of a policy grievance.
- 12.07 ***Retirees, including those*** receiving benefits from the predecessor employer(s) as defined by the Meyboom Report ***and/or those*** who retired prior to ratification of this agreement, shall ***continue to enjoy benefit coverage at a level that was in effect on the date of their retirement. Such benefits will continue to be provided (for the retiree, their spouse and/or eligible dependents) in accordance with the terms in effect on the date of their retirement.***

- 12.08 The Company will continue to provide benefits as defined herein, for all laid off employees until the end of the month, following the month in which they are laid off.
- 12.09 The Company shall pay one hundred percent (100%) of the premium costs for the continuation of benefits for Overage Dependents in accordance with the provisions of *remain* entitlement under the ***Great West Life benefit plan (and such coverage will equal to or better than that provided therein on January 1, 2006).***
- 12.10 It is agreed and understood that the Company may switch carriers provided that coverage is equal to or better than the current coverage.

### **Pension and Group Life Insurance**

- 13.01 The Company and its regular employees will participate in the Ontario Municipal Employees Retirement System (OMERS) Basic Plan on an integrated basis with the Canada Pension Plan.
- 13.02 The Company and its regular employees agree to participate in the ***Great West Life*** Insurance Plan in accordance with the regulations of this plan and the Company shall pay premiums in accordance with the regulations. For clarity the Plan provides a benefit equivalent to 1.5 the employee's annual salary with options for additional employee paid coverage, along with the option of spousal and dependent insurance as per carrier's limits. The employee will be granted AD&D coverage in the case of an accidental death or dismemberment.
- 13.03 Premiums for such coverage will be continued for regular employees who are actively working or on a disability leave for a period not exceeding twenty-four (24) months and for employees absent due to injury suffered while on Company business until placed on a disability pension by Workers' Compensation.
- 13.04 The Employer shall pay health benefits as outlined in Article 12 to age 65 for employees who take early retirement as per the OMERS eligibility criteria with the exception of:
- Life Insurance
  - LTD
  - AD&D
- 13.05 The Employer shall provide a \$5,000. paid up life insurance policy for all employees who retire as per the OMERS eligibility criteria.

## **Article 14 - Job Posting and Selection**

- 14.01 Management agrees to post any vacancy within the bargaining unit for a period of five (5) working days in order to give employees an opportunity to make application for the position. All employees interested in the job vacancy must make an application within eight (8) working days from the first day of posting.
- 14.02 When employee selections are made, qualifications, skill and ability to perform the job will be considered. In the event qualifications, skill and ability to perform the job are equal, seniority shall govern.
- 14.03 A copy of the posting shall be sent to the Chief Steward and the Area Business Representative of Local 636 I.B.E.W., and they shall be advised in writing within five (5) working days of the award.
- 14.04 The wages, hours of work and conditions of employment of any new classification created or established within the bargaining unit during the life of this agreement will be negotiated with the Union within thirty (30) days of such establishment and become part of this agreement.
- 14.05 The Company agrees to make every effort to re-employ, without undue hardship to the Company, employable employees who have been placed on a disability pension by the Workplace Safety and Insurance Board.
- 14.06 A successful applicant for a posted position will have a trial period of thirty (30) working days for Management to determine the employee's suitability for the position. Employees who are determined not to be suitable for the position shall be returned to their former position. Any affected employees will be consequently returned to their former position. On a one time basis only, an employee may choose to be returned to their former position within the thirty (30) day trial period.
- 14.07 An employee who is assigned to a higher paid classification for a period of one full shift or more shall be paid the "Hire" rate of the higher classification or paid 6% on their current rate, whichever is greater. Where possible, the most senior qualified person will relieve in the higher classification.
- 14.08 In the event that an employee is temporarily assigned to work in a lower classification, he shall be paid the higher rate of his regular classification.

- 14.09 Employees in the Outside Unit represented by the IBEW Local 636 may respond to any posting as provided for in 14.01 on the following basis:
- (a) Such employees shall be considered to have less seniority than employees in the bargaining unit.
  - (b) The Company shall not be required to review any response to a posting by an employee in the Outside Unit unless there is no qualified candidate amongst the applicants from the bargaining unit.

### **Article 15 - Lay-off**

- 15.01
- (i) In the event of a lay-off, affected employee(s) will have the right to bump or replace someone with lesser seniority within the bargaining unit providing they have the ability and skills to perform the work of the employee with lesser seniority. Employees shall be recalled in order of their seniority provided they have the ability and skills to perform the duties of the available positions.
  - (ii) In the event of a vacancy during a layoff or a recall the position will be posted as per the provisions of Article 14 Job Posting and Selection.
  - (iii) Copies of all correspondence concerning lay-off and recall will be sent to the Union's Area Representative and local Union Chairperson.

### **15.02 Contracting Out and Layoff**

- (a) The Company shall retain the right to contract out work provided that the contracting out does not directly result in the discharge, layoff, transfer or reduction of hours of all bargaining unit employees for the duration of the current Collective Agreement.
- (b) Prior to the contracting out of any work normally performed by the bargaining unit, a meeting will be convened by the Union and the Employer to discuss options and alternatives in an attempt to ensure that such work remains within the jurisdiction of the bargaining unit.

15.03 The employee affected shall notify the Company (in writing) of any change of address, which may occur during the period of lay-off.

15.04 The Company shall provide the Union with one (1) month notice of any technological change in order to allow the parties to discuss re-training or other options.

15.05 Notification of Layoff

- (a) In the event of a layoff, the Employer will provide the affected employee(s) with one hundred and twenty (120) days prior written notice of any proposed layoff which is anticipated to be for thirteen (13) or more weeks.
- (b) For layoffs of less than thirteen (13) weeks, the Employer will provide the employee(s) with written notice equal to the anticipated length of the layoff.
- (c) In all cases, the Union will receive written notification accordingly.

**Article 16 - Leave of Absence**

16.01 No employee covered by the terms of this Agreement shall absent himself from duty without first obtaining permission from his immediate supervisor.

16.02 Bereavement Leave

- (a) A regular employee shall be allowed up to a maximum of five (5) working days leave of absence with pay, when necessary, in the event of the death of a spouse, child or stepchild.
- (b) A regular employee shall be allowed up to three (3) working days leave of absence with pay, when necessary, in the event of the death of his or her father, mother, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law and grandchildren.
- (c) Such leave shall be for the purpose of attending the funeral. Only that portion of the said three (3) days that would otherwise have been regular time worked will be paid.
- (d) A regular employee shall be allowed up to one (1) day leave of absence with pay in the event of the death of a brother-in-law or sister-in-law, grandparents or aunt or uncle of the employee. This leave shall be for the purpose of attending the funeral.
- (e) ***In the event the death occurs during the employee's vacation, or on a Paid Holiday they will be entitled to an extension of their vacation equal to the time they would have been granted had they not been on vacation.***

- (f) *Bereavement Leave will not be granted to employees in situations where compensation is already provided, such as, when the employee is collecting WSIB payments or Sick Leave benefits due to an illness or accident.*

16.03 Jury Duty or Crown Witness

Any employee who is called for Jury Duty or Crown Witness shall be paid his normal rate of pay while serving in such capacity, providing the employee returns to the employer all money received for such service less any actual expenses.

16.04 Maternity/Parental Leave

It is understood and agreed that Maternity/Parental leave shall be granted as leaves of absence without pay in accordance with the statutory obligations, in effect from time to time, under the Employment Standards Act (or any successor legislation).

Where working conditions may be hazardous to an unborn child, or to a pregnant employee, the employee will be entitled to transfer to another vacant position provided she has the skills, qualifications and ability to perform the work. Where requested, the affected employee shall furnish medical documentation substantiating the hazard to herself or the unborn child. In no case shall the transfer extend beyond the conclusion of the pregnancy.

**Article 17 - Meal Allowance**

17.01 All employees shall be entitled to a meal allowance of twelve dollars (\$12.00), after completion of the first four (4) consecutive hours of call-out overtime and a like twelve dollars (\$12.00) allowance for every four (4) consecutive overtime hours worked thereafter unless a meal is supplied.

17.02 After two (2) consecutive hours of overtime worked contingent with regular working hours, an employee shall be entitled to a meal allowance of twelve dollars (\$12.00) and a like twelve dollars (\$12.00) for every four (4) consecutive hours of overtime worked thereafter, unless a meal is supplied.

## **Article 18 - Clothing and Equipment**

- 18.01 Upon submitting a receipt, the Company shall provide an allowance of up to ***one hundred and fifty dollars (\$150.00)*** to regular employees toward the cost of C.S.A. approved Safety Boots for the Customer Service Field Representative and Customer Service Sub-foreman.
- 18.02 Pending the requirement of the Company, the Company shall issue the following clothing on an as needed basis to be used by the employee in the safe performance of assigned duties. The employer shall replace annually any of the clothing up to the allotted maximums as set out below, which is damaged due to normal wear and tear, upon the return by the employee of the damaged clothing.
- 5 pair of pants
  - 5 work shirts
  - 5 T-shirts
  - 1 pair 14 oz. bib coveralls
  - 1 traffic smock
  - 1 parka or 1 pair of insulated coveralls
- 18.03 The Company will also supply the following on an as needed basis with the return of the previously issued items:
- Safety hardhat with liner
  - Safety Glasses
  - Prescription safety glasses – one pair every two years up to \$225.00***
  - Flash goggles
  - Leather work gloves
  - Hearing protection
  - Rainwear
  - Rubber Gloves with covers
- 18.04 All supplied hand tools are the responsibility of the employee. The Company will replace a damaged tool upon return of the tool, pending requirement of the Trade.

## **Article 19 - Representation**

- 19.01 The Union shall provide management with a list of Union officials to be revised from time to time as changes occur. Management shall provide the Union with a list of supervisors to whom grievances and other relevant matters may be submitted.

19.02 Management will recognize a committee composed of three (3) employees or three (3) employees and the business agent or his delegate of the Union in negotiations. Management will deal with the said committee on all matters which are properly the subject of negotiations of an Agreement, an amendment thereto, or a renewal thereof.

19.03 Management will recognize a committee composed of two (2) employees or two (2) employees and the business agent or his delegate of the Union in the Third Step of the grievance procedure. Management will deal with the said committee on all matters which are properly the subject of a grievance.

**19.04 *The Labour/Management Committee shall consist of two (2) representatives of the Union and the Business Representative and two (2) representatives of the Company and the President. The Committee shall serve to maintain communications between the parties and to discuss matters of mutual concern. Meetings will be held during normal business hours on a schedule mutually agreed to between the parties.***

**19.05**

***(i) In order to provide an orderly and speedy procedure for the settling of grievances and/or other workplace disputes, the Company acknowledges the rights and duties of the formally appointed Union Stewards.***

***(ii) The Union likewise acknowledges that the primary roles of all Stewards are as employees of the Company.***

***(iii) In recognition of the balance between the responsibilities of Union Stewards to their Union and their Employer the parties hereby agree that Stewards shall be accorded a reasonable amount of time to resolve workplace issues and disputes.***

***(iv) The parties further agree that no Steward shall abandon their regular employment duties without prior consent of their supervisor. Such permission will not be unreasonably withheld.***

19.06

(AS PER THE MINUTES OF SETTLEMENT WITH UNION AND CKUS)

- (a) *Provided the Company receives at least thirty (30) business days advance written notice (a condition that shall be waived in extenuating circumstances), leaves of absence with pay and without a loss of job security, any seniority benefits (including OMERS pension) shall be granted upon request to any employee(s) elected or appointed to represent the Union as an Executive Board representative and/or Table Officer at; conferences; conventions; seminars; workshops or; to attend to Union business outside the workplace. The Union agrees to reimburse the Company for the regular hourly wages plus direct benefit costs (i.e. C.P.P., OMERS, E.I. etc.) that are paid to such employees.*
  
- (b) *Provided the Company receives at least thirty (30) business days advance written notice (a condition that shall be waived in extenuating circumstances), leaves of absence with pay and without a loss of job security, any seniority benefits (including OMERS pension) shall be granted upon request to any employee(s) elected or appointed to attend Executive and/or Committee meetings of the International Brotherhood of Electrical Workers and its' affiliated or chartered bodies. The Union agrees to reimburse the Company for the regular hourly wages plus direct benefit costs (i.e. C.P.P., OMERS, E.I. etc.) that are paid to such employees.*
  
- (c) *For clarity, the parties agree that the total leave of absence with pay as identified in section 'a' above will not exceed twenty (20) working days per calendar year. It is further agreed that not more than three (3) working days leave of absence with pay will be granted during July*

and Au

## Article 20 - General

### 20.01 Acting Supervision

When *non-Union* supervisory responsibilities are delegated by Management for a period of four (4) consecutive working hours or more, the employee shall be paid the lesser of:

- i) the rate for the position being relieved; or
- ii) six per cent (6%) above his own rate while performing these delegated duties.

### 20.02 Brief Absence Report

In all cases of time off the employees must complete and submit a Brief Absence Report. (This applies to all personal time off as well as sickness and accident).

### 20.03 Rebates

It is recognized and agreed that additional benefits granted by management in settlement of this current Agreement satisfy the requirements of the rebate section of the Employment Insurance Sick Leave Legislation and Ontario Hospital Insurance Plan.

### 20.04 Gender

Throughout this Agreement wherever the masculine is used, it shall be construed as including the feminine where the context or nature of the case requires.

### 20.05 Mileage

Regular employees when using personal vehicles for Company business, shall be paid a *mileage* allowance equal to the current municipal rate.

20.06 Health and Safety Representation

- (a) The Company recognizes that a Health and Safety representative /Committee shall be selected from among the members of Local 636, I.B.E.W. and act on their behalf in all matters relating to Health and Safety issues in the work place.
- (b) Department Safety Meetings will be held monthly for Customer Service Field Representatives during normal working hours with no loss of wages or benefits to those attending. The total time scheduled for such meetings shall be no less than twelve (12) hours per calendar year. Quarterly Health and Safety meetings for all other classifications shall be held in compliance with the *Occupational Health and Safety Act*.

20.07 Discipline and Discharge  
**Disciplinary Action, Suspension & Discharge**

- (a) If an employee is given a letter of discipline or discharge, a copy of such letter shall be provided to the Union Steward ***and the area Business Representative***. Where any meeting with an employee can potentially result in a disciplinary action being taken, ***a Union representative will be invited to attend.***
- (b) ***When reprimanding an employee for a current incident, the Employer shall not take into account any prior infractions providing the employee has a clear record for two (2) years immediately preceding the current incident. If the employee's record is not clear for the said two (2) years, the Employer may go back up to five (5) years previous to the current incident.***

20.08 Copies of Agreement: The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his or her rights and obligations under it. For this reason, the employer shall print (at their own expense) and distribute sufficient copies of the Agreement to all employees within a reasonable time following ratification.

20.09 Training: The Company will reimburse employees for 100% of the cost for tuition, books, and reasonable travel expenses and accommodation required for a course which is related to the employee's position and the Company's operations and is taken in a recognized educational institution and is pre-authorized by the Company.

20.10 Bulletin Boards: Bulletin boards shall be furnished (at all work locations) by the Corporation for the Unions use, for the purpose of posting notices to Union members. The Union agrees that it shall confine such posted notices to information concerning Corporation-Union relations and matters of concern to Union members. The Union further agrees it shall not post any notices that are derogatory or inflammatory in nature. Postings on bulletin boards shall be done by the Chief Union Stewards or their designated representatives.

20.11 License and Professional Fees: - The employer shall pay the license and professional fees (together with all associated costs and/or membership fees) which must be maintained or renewed as a condition of employment for all employees covered by this Agreement

20.12 Personnel Files -Employee Access: - By appointment, employees may - during normal business hours - review the contents of their personnel file in the presence of a representative of the Corporation.

20.13 Employment Assistance Program: - The Company shall provide an Employee Assistance program for all employees (and their families) covered by the terms of this Collective Agreement. Employees shall have access to the provisions offered under the Municipality of Chatham-Kent's EAP Program.

**20.14 WORKPLACE SAFETY & INSURANCE TOP-UP**

*a) All employees shall be covered under the Workplace Safety & Insurance Act. The parties agree that, once approved, employees off work due to workplace safety & Insurance Board related absence will receive compensation in accordance with the Workplace Safety & Insurance Act.*

- b) *The Company shall pay employees off work due to a Workplace Safety & Insurance Board related absence and in receipt of loss of earnings benefits under the Workplace Safety & Insurance Act, such further amount, that being the difference between full benefit entitlement and 100% of 'net' salary of pre-injury earnings for such period as the employee's sick leave allowance permits.*
- c) *Once an employee's sick leave allowance is exhausted, the Company shall not be under any obligation to continue the 'top-up' as provided in this paragraph.*
- d) *Prior to approval by the Workplace Safety & Insurance Board, an employee shall be entitled to an advance equivalent to the net amount expected from WSIB plus the top-up as provided in 20.15 b), provided they have sufficient accumulated sick time to repay the advance should the claim be denied. Should the Workplace Safety & Insurance Board deny the claim, the sick time would be paid and the advance returned to the employer out of said payment.*

**Article 21 - Wages**

- 21.01 The establishment of new classifications is the prerogative of management in accordance with the provisions of Article 14.04.
- 21.02 The schedule of wages is set out for the purpose of payment of wages only.
- 21.03 No progressions are automatic, but by recommendation only.
- 21.04
  - (a) *Effective January 1, 2006 a two and one-half percent (2 ½%) general increase will be applied to all classifications and rates as per the attached Schedule A-1.*
  - (b) *Effective January 1, 2007 a three percent (3.0%) general increase will be applied to all classifications and rates as per the attached Schedule A-2.*
  - (c) *Effective January 1, 2008 a three percent (3.0%) general increase will be applied to all classifications and rates as per the attached Schedule A-3.*
  - (d) *Effective January 1, 2009 a three per cent (3.0%) general increase will be applied to all classifications and rates as per the attached Schedule A-4*

## Article 22 - Duration

- 22.01 This Agreement *shall come into effect on January 1, 2006 and* remain in force until *at least December 31, 2009* and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days and not less than thirty (30) days before the date of its termination either party shall furnish the other with notice of a desire to terminate or amend this Agreement.
- 22.02 Negotiation of any proposed renewal, change, amendment or revision of this Agreement (either in whole or in part), the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until mutually acceptable terms of settlement have been agreed upon between the parties or until the conciliation process available from time to time under the Labour Relations Act (or successor legislation) has been exhausted.

**SIGNED THIS \_\_\_\_\_ DAY OF MARCH , 2006**

**CHATHAM-KENT UTILITY  
SERVICES INC.**

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**LOCAL UNION 636 of the  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
A.F. OF L., C.I.O. & C.L.C.**

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**SCHEDULE 'A-1'**

<b>WAGE SCHEDULE January 1, 2006</b>						
<b>Classification</b>	<b>Hire</b>	<b>6</b>	<b>12</b>	<b>18</b>	<b>24</b>	<b>36</b>
2.5%						
Cashier/Clerical	12.02	13.95	15.88	17.79	19.71	
Customer Service Field Rep	14.46	15.65	16.86	19.26	21.67	24.08
Customer Accounts Rep						
Customer Service Assistant						
Financial Analyst	15.88	17.21	18.54	21.15	23.82	26.45
Customer Financial Analyst						
Customer Service Sub-foreman						25.52
Senior Biller						
Senior Collector						

**SCHEDULE 'A-2'**

<b>WAGE SCHEDULE January 1, 2007</b>						
<b>Classification</b>	<b>Hire</b>	<b>6</b>	<b>12</b>	<b>18</b>	<b>24</b>	<b>36</b>
3.0%						
Cashier/Mailroom	12.38	14.37	16.36	18.32	20.30	
Customer Service Field Rep	14.89	16.12	17.37	19.84	22.32	24.80
Customer Accounts Rep						
Customer Service Assistant						
Financial Analyst	16.36	17.73	19.10	21.78	24.53	27.24
Customer Financial Analyst						
Customer Service Sub-foreman						26.29
Senior Biller						
Senior Collector						

**SCHEDULE 'A-3'**

<b>WAGE SCHEDULE January 1, 2008</b>						
<b>Classification</b>	<b>Hire</b>	<b>6</b>	<b>12</b>	<b>18</b>	<b>24</b>	<b>36</b>
3.0%						
Cashier/Mailroom	12.75	14.80	16.85	18.87	20.91	
Customer Service Field Rep	15.34	16.60	17.89	20.44	22.99	25.54
Customer Accounts Rep						
Customer Service Assistant						
Financial Analyst	16.85	18.26	19.67	22.43	25.27	28.06
Customer Financial Analyst						
Customer Service Sub-foreman						27.08
Senior Biller						
Senior Collector						

**SCHEDULE 'A-4'**

<b>WAGE SCHEDULE January 1, 2009</b>						
<b>Classification</b>	<b>Hire</b>	<b>6</b>	<b>12</b>	<b>18</b>	<b>24</b>	<b>36</b>
3.0%						
Cashier/Mailroom	13.13	15.24	17.36	19.44	21.54	
Customer Service Field Rep	15.80	17.10	18.43	21.05	23.68	26.31
Customer Accounts Rep						
Customer Service Assistant						
Financial Analyst	17.36	18.81	20.26	23.10	26.03	28.90
Customer Financial Analyst						
Customer Service Sub-foreman						27.89
Senior Biller						
Senior Collector						

## SCHEDULE "B"

### CHATHAM-KENT UTILITY SERVICES INC. INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS – INSIDE SENIORITY LIST

Matak , Franklin John Paul	Customer Service Field Rep. – Sub-foreman	73-09-28
Hudson , William	Customer Service Field Representative	75-01-06
Hedges , Lynda	Senior Collector	79-05-22
Pierce , Michael Douglas	Customer Service Field Representative	84-05-17
Smith , Debra Lee Ilene	Customer Accounts Representative	84-05-22
Labadie , Garry Joseph	Customer Service Field Representative	86-04-14
Swistun , Michael Peter	Customer Service Field Representative	86-11-24
Galbraith , Laura Lee	Senior Biller	88-09-01
Martin, Gladys C.	Customer Accounts Representative	88-09-06
Stover, Bonnie	Customer Accounts Representative	95-12-11
Edwards, Erin	Customer Accounts Representative	97-02-24
Coffey, Debra	Customer Accounts Representative	99-12-20
Adams, Amy	Customer Accounts Representative	99-12-20
Konc, Suzanne	Customer Accounts Representative	99-12-20
Gurd, Debra	<i>Cashier/Clerical Assistant</i>	00-04-10
Denomy, Mark	Customer Service Field Representative	00-04-05
Neil, Jeff	Customer Service Field Representative	00-05-08
<i>Richmond</i> , Tracy	Customer Accounts Representative	01-02-28
<i>L'Ecuyer</i> , Eleni	Customer Accounts Representative	01-08-20
<i>Lauzon</i> , Linda	<i>Cashier/Clerical Assistant</i>	<i>03-05-29</i>