



COLLECTIVE AGREEMENT
WATER DIVISION

Between

THE CORPORATION OF THE CITY OF STRATFORD

AND

LOCAL UNION 636 OF THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS, A.F. OF L., C.I.O., C.L.C.

MAY 1, 2010 – APRIL 30, 2012

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THIS AGREEMENT MADE

BETWEEN:

**THE CORPORATION OF
THE CITY OF STRATFORD**

(Hereinafter called the "Corporation")

- and -

LOCAL UNION 636 OF THE INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS, A.F. OF L., C.I.O., C.L.C.

(Hereinafter called the "Union")

ARTICLE 1

MANAGEMENT RIGHTS

- 1.01 The Union acknowledges that the Corporation has and shall maintain the exclusive right to manage its business and direct its operations in all matters which are not specifically restricted by the terms of this Collective Agreement.

ARTICLE 2

RECOGNITION

- 2.01 The Corporation recognizes the Union as the exclusive bargaining agent of all employees of the Water Division save and except supervisors, persons above the rank of supervisor, persons covered by subsisting collective agreements, persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period and students employed on a co-operative training basis.
- 2.02 The Corporation will arrange for bulletin board(s) at such location(s) as mutually agreed between the parties. The bulletin board(s) may be used by the Union for posting notices. There shall be no general distribution or posting of any other notices of any kind upon Corporation property other than as herein provided.

ARTICLE 3

UNION SECURITY

- 3.01 All employees covered by this Agreement who are now members or become members of the Union shall maintain such membership.
- 3.02 New employees covered by this Agreement shall, as a condition of employment, become members of the Union within thirty (30) days of hiring and shall maintain such membership.
- 3.03 Employees shall be entitled to have access to their personnel files. The Corporation agrees to supply the information within five (5) working days of the employee's request.
- 3.04 The Union will be supplied with the name and address of Union employees once per year.
- 3.05 Both the employer and the union recognize their respective responsibilities under the Ontario Human Rights Code and any other similar statutory requirement. Both parties hereby, reaffirm their commitment not to discriminate in any manner relating to employment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.
- 3.06 The parties are committed to a harassment free workplace and to that end fully endorse and support the corporate workplace harassment policy.
- 3.07 The Corporation agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in Articles 3 and 4 of this Agreement. On commencing employment, the Director of Human Resources or designate shall issue the employee a copy of the current Collective Agreement.
- 3.08 The parties recognize that the Corporation has the right to contract out work. However, the Corporation will not contract out work at the expense of any employee falling within the scope of the Agreement so as to have the effect of depriving employees covered by this Agreement of their employment.
- 3.09 The Union Steward shall be granted thirty (30) minutes of Corporation time to meet with new employees and acquaint them with the Union's activities. The Corporation and the Union Steward shall arrange a mutually agreeable time for this meeting to take place.

ARTICLE 4

DEDUCTION OF DUES

4.01 The Corporation 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 Corporation also agrees to deduct and remit an amount equivalent to the Union initiation fee from each new employee from their first pay cheque.

The Union shall notify the Corporation, 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 Corporation shall forward these deductions to the Union once each month showing:

- a) the amount deducted from each employee;
- b) the total amount of dues deducted from each individual employee;
- c) all information used to determine this deduction - including but not limited to: the employee's regular hourly rate; gross weekly earnings and; overtime.

Such remittances will be forwarded to the Union so that they are received not later than the last day of the month for which the dues have been deducted.

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

In consideration of the deduction and forwarding of Union dues by the Corporation, the Union agrees to indemnify and save harmless the Corporation against any claim or liability arising out of, or resulting from, the collection and forwarding of regular Union dues or Union initiation fees.

ARTICLE 5

SENIORITY

5.01 Seniority shall be defined as the length of continuous service a regular employee has established with the Corporation and shall accrue in all cases from the date the regular employee last entered the employ of the Corporation.

5.02 Temporary and probationary employees shall not accumulate seniority except that a regular employee shall be granted seniority for the period

served as a temporary/probationary employee in accordance with the provisions of Article 6.

5.03 An employee shall lose his seniority and his name removed from the records if he:

- (a) quits voluntarily
- (b) is discharged for just cause subject to being reinstated through grievance procedure
- (c) retires
- (d) is laid off for a period exceeding twelve (12) consecutive calendar months
- (e) fails to report for work after a layoff within five (5) working days of recall notice by registered mail to the last address which the employee has filed with the Corporation unless the employee provides the Corporation with documented evidence of sickness or other unavoidable reasons for not reporting to work within the specified time limit in this clause.
- (f) is absent for three (3) working days or more, unless the employee provides the Corporation with documented evidence of sickness or other unavoidable reasons for not reporting to work.
- (g) is absent due to non-occupational illness or injury for a period exceeding 18 months.
- (h) is absent due to occupational illness or injury for a period exceeding 24 months

5.04 An employee shall maintain seniority at the level attained when absent from work for the following reasons:

- (a) leave of absence in excess of thirty (30) calendar days granted by written permission of the Corporation.
- (b) during a layoff for a period of up to twelve (12) consecutive calendar months.
- (c) for a period of six (6) calendar months while on sick leave, plus a further twelve (12) months while on Long Term Disability.
- (d) An employee, while on approved leave of absence for pregnancy/parental and/or adoption leave purposes, shall maintain and accumulate seniority.

- 5.05 The Corporation will compile seniority lists every twelve (12) months. These lists will be posted on specified bulletin boards in January of each year, and copies will be forwarded to the Business Manager of the Union.

ARTICLE 6

EMPLOYEE CATEGORIES

- 6.01 Temporary employees are those employees hired to work during a period when additional work of any nature requires temporarily augmented forces, or in the event of an emergency, or to relieve regular employees because of illness, or to work during vacation periods.

If a temporary employee is hired for a period longer than six (6) months, in any twelve (12) month period, the employee shall be considered a full-time employee, except that temporary employees may be hired for a period of time up to twelve (12) months to replace employees absent for pregnancy, parental and/or adoption leave provisions as per the Employment Standards Act of Ontario. Under such circumstances, temporary employees will not be considered full time employees.

- 6.02 Probationary employees are those employees who are hired with the understanding that they will become regular employees provided that during the probationary period of ninety (90) working days they exhibit the required qualifications and ability. Employees may be terminated at any time during the first 90 working days of their employment at the sole discretion of the Corporation. Such termination shall not be made by the employer in an arbitrary, discriminatory or bad faith manner.
- 6.03 Employees reclassified from "Temporary" to "Probationary" will receive credit in the latter category for service as a temporary employee. Combined service in the two categories will not exceed ninety (90) working days.
- 6.04 Full-time employees are those employees who have successfully completed the requirements of Article 6, Clause 6.01, 6.02 or 6.03. Categorization as a full-time employee does not imply the Corporation's obligation to provide continuous employment.
- 6.05 The services of employees hired under the provisions of Article 6, may be terminated by the Corporation at any time during the first ninety (90) working days of employment without recourse to the grievance and arbitration procedure.

ARTICLE 7

JOB POSTING AND PROMOTION

- 7.01 When promoting employees covered by this Agreement, qualifications and ability to perform the job shall be the primary consideration. In cases

where there does not appear to be any substantial differences in qualifications and ability to perform the job, seniority shall govern.

7.02 An employee transferred shall be paid:

- (a) when promoted to a higher classification, at least the minimum for the new classification or where his current hourly rate exceeds this minimum the next highest rate in the new classification above his current hourly rate.
- (b) when transferred to a lower classification, the hourly rate for the new classification which is nearest his current hourly rate.

7.03 An employee will not be required to accept a temporary transfer beyond an accumulation of sixty (60) working days in any calendar year. In the case of such transfers no change in regular hourly rate shall be made for the first eight (8) working hours of the transfer. After this eight (8) hour period a transfer to a higher job classification will be in accordance with Article 7, Clause 7.02 (a). No change in the regular hourly wage rate shall be made for a temporary transfer to a job in the same or lower job classification. Upon completion of the temporary transfer the employee will revert to his former job and receive the regular hourly wage rate paid prior to the temporary transfer.

7.04 When a vacancy occurs, or a new position is created within the bargaining unit, such vacancy or the new position, and only one subsequent vacancy created by the filling of the original vacancy or the new position, shall be posted on specified bulletin boards, setting forth the nature of such vacancy or position and the rate of pay for the job for a period of seven (7) working days. An employee may make written application to fill the vacancy or position within the seven (7) day period referred to herein. If two (2) or more employees apply for the vacancy or position, selection will be made in accordance with the provision of Article 7, Clause 7.01 of this Agreement. An employee selected as a result of a job posting shall not apply for any subsequent posting for twelve (12) calendar months from date of selection. Following selection for the vacancy or position the Corporation will post the name of the successful applicant on specified bulletin boards within fourteen (14) calendar days after the expiry of the seven (7) day period. If at the conclusion of the seven (7) day period, referred to herein, no applications have been received from employees in the bargaining unit, the Corporation may proceed to hire a new employee to fill the vacancy or position.

7.05 If an existing employee is a successful applicant, that employee shall be placed in such position on a trial basis for a period of not less than ten (10) working days and not more than thirty (30) working days. The opportunity to revert to the former position shall remain open during this trial period.

ARTICLE 8

LAYOFF AND RECALL

- 8.01 If business conditions necessitate a reduction of staff through lay-off, then the Corporation will notify the Union prior to the effective date of the lay-off of designated employees.
- 8.02 In the event of a layoff, management agrees that employees shall be laid off in the reverse order of seniority provided that management can retain a work force qualified in its opinion to perform the work remaining. Employees shall be recalled in the order of their seniority provided they are qualified and have the ability to do the work available.
- 8.03 In all cases of layoff, employees shall receive no less than the required notice under the Employment Standards Act of Ontario or pay in lieu thereof.
- 8.04 Employees on layoff who are recalled, shall receive notice of recall by registered mail in accordance with Article 5 Clause 5:03(e) of this agreement, at any time within the period of layoff up to twelve (12) calendar months.
- 8.05 Any employee on lay-off shall have the same privilege of applying for new job postings as any other employee, up to twelve (12) months from the date of lay-off. The Corporation will notify the employee of such job postings.

ARTICLE 9

GRIEVANCE PROCEDURES

- 9.01 For the purpose of this Agreement, a grievance is defined as a dispute arising out of the interpretation, application, administration or alleged violation of this Agreement, and shall be dealt with in accordance with the following grievance procedure:

Step 1:

An employee shall verbally present a grievance to his immediate supervisor and/or Manager within ten (10) working days of the occurrence that has given rise to the grievance. A Union Steward shall be present.

Step 2:

If the grievance is not satisfactorily settled within three (3) working days, a written grievance, signed by the employee describing the specific issue, shall be presented by the Union Steward and the grievor, to the Director of Engineering & Public Works within an additional three (3) working days. The Director of Engineering & Public Works will provide their decision to

the Steward in writing within two (2) working days of receipt of the written grievance.

Step 3:

If the decision of the Director of Engineering & Public Works is not satisfactory, the Steward and the Grievor shall, within three (3) working days of receipt of the decision in Step 2, present a written grievance, signed by the employee describing the specific issue, to the Director of Human Resources. The Director of Human Resources will meet with the Steward, Grievor, Union Business Representative, Director of Engineering & Public Works and immediate supervisor and/or Manager to discuss the grievance and will provide a decision in writing to the Steward within five (5) working days after receipt of the grievance.

- 9.02 A grievance arising directly between the Corporation and the Union involving the interpretation or alleged violation of this Agreement may be submitted in writing by either party within thirty (30) calendar days of the incident giving rise to the grievance. In the case of a Union grievance procedure shall commence with Step 4. In the case of a Corporation grievance the matter will be submitted to the Union and, failing settlement within five (5) working days thereafter, may be referred to arbitration as hereinafter provided. It is expressly understood that the provision of Clause 9.02 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 hereby be by-passed.
- 9.03 Failing satisfactory settlement of the grievance, after the grievance has been carried through all the applicable steps of the grievance procedure, the grievance may then be submitted to arbitration by either party provided that it is submitted within thirty (30) calendar days following the final step in the grievance procedure and in accordance with the provision of Article 10 of this Agreement.
- 9.04 The time limits set out in the above sections and in Article 10 of the Agreement are mandatory and shall be observed by the parties to this Agreement provided, however, that the parties may mutually agree in writing in respect to an extension or waiver of any of the time limits imposed. Any grievance not filed or processed within the time limits without mutual agreement in writing to an extension or waiver shall be considered to be disposed of or withdrawn.
- 9.05 Time Limits – Working days are defined as Monday through Friday inclusive from 0730 Hours to 1530 Hours.
- 9.06 The Corporation agrees that in the event grievances are not settled at Step 4 of this grievance procedure, the parties may mutually agree to refer the grievance to the Grievance Mediation process, in which case there shall be a 50-50 cost sharing arrangement of the Grievance Mediator.

ARTICLE 10

ARBITRATION

- 10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, in accordance with Article 9, Clause 9.03 of this Agreement, notify the other party in writing of its desire to submit the difference or allegation to a sole arbitrator and the notice shall contain the names of three (3) arbitrators.
- 10.02 The recipient of the notice shall within five (5) days inform the other party of the acceptance of one of the three (3) arbitrators, or alternatively, the Corporation may submit a list of three (3) arbitrators.
- 10.03 At this time, both parties will attempt to come to agreement on selecting a sole arbitrator.
- 10.04 In the event the parties are unable to agree on a sole arbitrator, the Minister of Labour for Ontario may be requested to appoint a sole arbitrator.
- 10.05 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it.
- 10.06 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance being arbitrated, unless both parties agree.
- 10.07 The arbitrator shall not have the power to add or to subtract from or change the provisions of this Agreement or to deal with any matter not covered by this Agreement.
- 10.08 Each party shall each pay one-half of the remuneration and expenses of the Sole Arbitrator and each party shall bear the expenses for their own representatives and any other expenses incurred in presenting their case.
- 10.09 In cases of discipline, suspension or discharge, an arbitrator may confirm or reverse the Corporation's decision or substitute such other penalty than that imposed by Management for the infraction involved as the Arbitrator considers just and reasonable in the circumstances.
- 10.10 As an alternative to a Sole Arbitrator a Board of Arbitration, may be requested by either party if mutually agreeable. Each party shall bear the expenses of their own appointees to the Board.

ARTICLE 11

DISCIPLINE AND DISCHARGE

- 11.01 The Union agrees that the Corporation has the right to make such rules and regulations, necessary or advisable for the orderly and efficient conduct of its business, provided that a claim that a regular employee has been disciplined or discharged without just cause or in a discriminatory manner, may be the subject of a grievance.
- 11.02 At meetings where disciplinary matters are discussed or an employee's work performance is discussed (does not include an employee's annual performance appraisal) a Union Representative will be present upon the request of the Employee or the Corporation.
- 11.03 When a full-time employee receives for just cause, a demotion, written warning, suspension, or discharge, the Corporation will present the full-time Employee and the Union Representative with a written statement of the reasons.
- 11.04 (a) A full-time employee who is discharged may file a grievance at Step 3 of the grievance procedure within three (3) working days after such discharge.
- (b) A full-time employee who is suspended may file a grievance at Step 3 of the grievance procedure.
- 11.05 All letters of discipline for just cause, including written warnings, suspensions and discharge and demotions shall be automatically removed from the employee's personnel file twenty-four (24) months from the date of the incident, provided there is not a similar incident which has occurred in the twenty-four (24) month period.

ARTICLE 12

LOCKOUTS AND STRIKES

- 12.01 Both parties agree there shall be no strikes or lockouts so long as this Agreement continues to operate. The definition of a strike or lockout and the continuation of the Collective Agreement is as stipulated in the Labour Relations Act for Ontario as amended.

ARTICLE 13

HOURS OF WORK, OVERTIME AND SHIFT DIFFERENTIAL

- 13.01 The definition of normal working hours for all employees, as indicated in this Article, shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

13.02 It is acknowledged that the business of the Corporation is of a continuing nature and that due to the nature of its operation the Corporation may require employees to work overtime.

13.03 The Corporation will attempt to ensure, consistent with the operation of its business that equitable distribution of all authorized overtime will be allocated among qualified employees who normally perform such overtime work. The Corporation shall keep a record of all overtime hours worked and overtime opportunities declined by the employee. Such records shall be maintained on an annual basis. The total number of hours worked and declined will be used when determining the equal distribution of overtime. It is further agreed that the employees recognize their responsibility to work overtime when requested unless the employee satisfies the Corporation that he has unavoidable reasons for not reporting for overtime work. Consistent refusal to accept overtime work can subject the employee involved to disciplinary action.

13.04 Hours of Work

The normal work week for all employees in the Water Division shall consist of five (5) eight-hour days, commencing Monday at 7:30 a.m. and ending on Friday at 3:30 p.m. Employees on this schedule shall have a 20-minute paid lunch to be taken at the worksite or such location as determined by the Manager or Supervisor in charge.

Qualified employees, required by the Corporation to carry out hydrant flushing duties, at other than normal working hours will, if a seven (7) hour shift is worked, be paid eight (8) hours at straight time rate.

13.05 Overtime

All time worked beyond the normal work day or work week, as defined in Article 13.04. shall be deemed to be overtime. Such overtime shall be paid for at the rate of double time from Friday at 3:30 p.m. to Monday 7:30 a.m., including Saturday, Sunday and Statutory Holidays. All other overtime shall be paid at the rate of time and one-half. An employee may request at the time overtime is worked, that such time be accumulated at the overtime rate up to the following maximums:

For employees with four (4) weeks or less of vacation entitlement – seventy-two (72) hours total accumulation.

For employees with five (5) weeks or more of vacation entitlement – fifty-six (56) hours total accumulation.

The employee by mutual agreement with the Department Head may be given accumulated time off in lieu of overtime pay, but such time off must be taken by November 1st of each year. Any accumulated time not taken off by November 1st shall be paid by November 30th.

Employees who receive less than one (1) hour's notice of cancellation of scheduled overtime will be given one (1) hour's work or one (1) hour's pay at the appropriate overtime rate.

- 13.06 When an employee is required to work overtime continuous with and in excess of his normal working hours to the extent of a minimum of two (2) hours, he shall be allowed a meal allowance of fifteen dollars (\$15.00) with a twenty (20) minute eating period. At all other times, when an employee works a minimum of four (4) hours continuous overtime, he shall be allowed fifteen dollars (\$15.00), with a twenty (20) minute eating period. If the employee prefers not to have a meal, the Corporation is under no obligation to provide the meal allowance and eating period.

ARTICLE 14

ON-CALL DUTY

- 14.01 On-call duty is defined as that duty performed by qualified employees who are required by the Corporation to be readily available for emergency service at other than normal working hours. On Call employees must respond immediately and be at the required service location within thirty (30) minutes.
- 14.02 On-call duty will be apportioned equitably among qualified employees and all qualified employees will be required to make themselves available for on-call duty when required by the Corporation.
- 14.03 Payment for authorized on-call duty will be made on the following basis: Thirty-three dollars (\$33.00) per day Monday to Friday, Saturday and Sunday inclusive, effective May 1, 2010 and thirty-four dollars (\$34.00) effective May 1, 2011.
- 14.04 The Corporation will institute a paging system for use on on-call employees with the type of system to be determined by the Corporation.

ARTICLE 15

EMERGENCY CALL-OUT

- 15.01 An employee called out to do authorized emergency work outside normal working hours shall be paid a minimum of three (3) hours pay at their classification rate or at the appropriate overtime rate for actual hours worked, whichever is the greater.
- 15.02 The time for the call-out will commence when an employee leaves home and will finish when the employee returns home. The time of leaving and returning from the home will be specified by the times recorded and logged by the Water Centre Operator or Answering Service Operator and

it is the employee's responsibility to ensure that these times are accurately reported to the Operator.

- 15.03 All calls received by employees on call-out within one and one half (1.5) hours of the previous call will be considered one (1) call-out.
- 15.04 Continuous work after 1530 hours is not considered call-out. Any call-out occurring one and one half (1.5) hours or less before the regular starting time shall be deemed as an extension of the employee's regular hours and not considered a call-out.

ARTICLE 16

TRAINING COURSES:

- 16.01 The Corporation recognizes the need for maintenance of employee qualifications and may provide the opportunity for an employee to attend training courses. An employee on a training course shall be paid their normal rate for a normal work day only. No compensation shall be given for traveling time outside of normal working hours in order to attend training courses.
- 16.02 The Corporation will give reasonable notice to employees who will be attending courses. However, employees who have previously scheduled and approved vacation in accordance with Article 22.01 will not be required to cancel their vacation to attend these courses.

ARTICLE 17

BARGAINING UNIT WORK

- 17.01 It is agreed that employees outside the bargaining unit will not perform work that would deprive employees in the bargaining unit of work opportunities beyond normal working hours.

ARTICLE 18

INCLEMENT WEATHER

- 18.01 When, in the opinion of Management, normal work of a non-emergency nature cannot be continued during regular working hours by reason of unduly adverse weather conditions, all reasonable steps will be taken to provide alternate work.

ARTICLE 19

SUB-CONTRACTING

19.01 The Corporation agrees that no work shall be sublet or contracted out at the expense of any employee, who is qualified to do such work, being laid off or on lay-off.

ARTICLE 20

GROUP INSURANCE AND PENSION BENEFITS

20.01 (a) The Corporation agrees to pay for full-time employees and probationary employees after thirty (30) days and eligible dependents one hundred (100) percent of the premium for benefits as currently and more particularly described in the plan booklet with \$10/\$20 deductible for:

- Vision Care every 24 months \$380.00 May 1, 2010; \$390.00 May 1, 2011
- Private Hospitalization
- Paramedical - Effective May 1, 2010 \$445.00; May 1, 2011 \$465.00 per individual, per benefit year, per practitioner, maximum of \$50.00 per visit effective May 1, 2010 and \$55.00 per visit effective May 1, 2011. Coverage commences from the first dollar.
- Nursing Care: \$5,000.00 per individual per benefit year
- Hearing Aids: \$500.00 per individual in each 5 year period

The Corporation agrees to pay, for full-time employees and probationary employees after thirty (30) days and eligible dependents one hundred (100) percent of the premium for an extended health care plan, with a zero deductible Pay Direct Drug Card for prescription drugs, with a maximum dispensing fee of \$8.50.

(b) Dental

The Corporation agrees to pay, for full-time employees and probationary employees after thirty (30) days and eligible dependents one hundred (100) percent of the premium for Basic Restorative at one hundred (100%) percent co-insurance.

The following benefits for full-time employees and probationary employees after thirty (30) days and eligible dependents will be a fifty percent (50%) co-insurance level, between the insurance company and the employee for a Dental Plan with an orthodontic rider.

- Maximum amount \$2,000.00 annually for basic restorative, periodontic, endodontics, caps and crowns, full or partial dentures
- Orthodontics - \$1,500.00 lifetime - per dependent child up to age 21.

The above will be based on the Ontario Dental Association Fees for the preceding year updated annually on January 1st.

- (c) The Corporation agrees to pay one hundred (100%) percent of the premiums for a Long Term Disability Plan paying seventy (70) percent (*) of gross regular pay of the employee per month commencing after a waiting period of six (6) months. Premiums for the Benefit Plans as outlined in clause 20.01 (a) and (b) and (c) will be paid by the Corporation for the first eighteen (18) months while the employee is on Long Term Disability.

(*) O.M.E.R.S. disability payment is included in seventy (70) percent, if applicable

- (d) The Corporation agrees to pay the Employer Health Tax.
- (e) Group Insurance coverage at one and one-half (1.5) times base salary is provided to all employees. Optional insurance is available at the employee's cost for employees hired up to and including April 30, 2004. For details of these plans, refer to the booklet supplied by the carrier.
- (f) In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees' Retirement System. The Corporation and the employees shall make contributions in accordance with the provisions of the plan.
- (g) An Employee Assistance Program will be available to employees, with premiums to be paid by the Corporation.
- (h) During this Collective Agreement there shall be no reduction, decrease or restriction in any way of the quantum or scope of the benefits provided pursuant to the Collective Agreement without the mutual agreement of the Union.

ARTICLE 21

RECOGNIZED HOLIDAYS

21.01 A full-time employee shall receive an allowance of eight (8) hours' pay without working for the following holidays:

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

The foregoing holidays will be observed on days designated by the City of Stratford.

21.02 In addition to the above holidays, each full-time employee will be allowed one (1) day off per year on the basis of an eight (8) hour day off or eight (8) hours' straight time pay in lieu of this additional day off. Each employee will be given an opportunity to indicate, with five (5) days'

advance notice to the Corporation, their preference for this day off but the Corporation reserves the right to withhold approval if the employee's absence would unduly disrupt the Corporation's normal routine.

- 21.03 In addition to the holidays specified in 21.01, a full-time employee will be allowed one (1) working day off per year either on the day before Christmas or on the day before New Year's.
- 21.04 To qualify for paid holidays, the employee must be paid the regular work day prior to said holiday or the regular work day following said holiday.
- 21.05 Temporary and probationary employees will receive paid holidays as required by current legislation.

ARTICLE 22

VACATIONS

- 22.01 Annual vacations will be taken at times determined by the Corporation consistent with the efficient operation of the Corporation and every effort will be made to arrange such vacations for the convenience of the employees. A vacation sheet will be posted for employees' selections by January 1st for completion and removal by January 31st. Seniority shall be the basis for allocation of conflicting vacation choices between two or more employees. Employees who do not stipulate their choice by January 31st will have their vacation period allocated by Management. Unless special permission is granted by Management, vacation periods shall not exceed two (2) weeks at any one time.
- 22.02 For the purpose of calculating vacation allowance, the period during which credit will be established will commence on the seniority date. The period during which vacation can be taken will be based on the employee's seniority date.
- 22.03 An employee shall receive an annual vacation on the following basis:
 - (a) An employee with one (1) year or more of continuous service, will be entitled to ten (10) working days vacation in accordance with Article 22, Clause 22.02.
 - (b) An employee with three (3) years continuous service, will be entitled to fifteen (15) working days vacation in accordance with Article 22, Clause 22.02.
 - (c) An employee with eight (8) years continuous service will be entitled to twenty (20) working days vacation, in accordance with Article 22, Clause 22:02
 - (d) An employee with fourteen (14) years continuous service will be entitled to twenty-five (25) working days vacation in accordance with Article 22, Clause 22.02.

- (e) An employee with twenty-three (23) years continuous service will be entitled to thirty (30) working days vacation in accordance with Article 22, Clause 22.02.
- 22.04 An employee's earned but unused vacation credit will be credited to the employee in the event of termination of employment.
- 22.05 Employees shall be entitled to carry forward into the following vacation year, five (5) days' of unused vacation credits to be used within three (3) months of their vacation anniversary date, as approved by management. Requests for unused vacation credits shall not be given preference over employees signing current vacation entitlement regardless of seniority.

ARTICLE 23

SICK LEAVE

- 23.01 Effective April 1, 1987 all probationary and regular employees will accrue sick leave credits at the rate of one-and-one-half (1 1/2) days per calendar month of completed Corporation service after April 1, 1987.

A maximum of eighteen (18) days sick leave credits will be accumulated per year. These sick leave credits will be added to any sick leave credits that exist for each employee as of April 1, 1987.
- 23.02 The maximum sick leave credit will be two hundred and sixty (260) days at one hundred percent (100%).
- 23.03 During absence from work due to illness an employee will receive full pay for sick leave credits at one hundred percent (100%) to a maximum of six (6) months sick leave. After six (6) months continuous sick leave, the employee will be paid according to Clause 20.01 (c).
- 23.04 Sick leave credits are entered on the employees' record monthly on the established accumulation date. Sick leave credits will be recorded in hours. Used sick leave will be recorded on the basis of actual number of days or fraction of days paid for time off due to an illness.
- 23.05 In order to qualify for sick leave benefits, any employee absent for one (1) day or more shall report on the first day of illness to his or her supervisor and if ill for three (3) days or more, or at the request of Management, shall submit to his or her supervisor a Doctor's Certificate certifying that the employee is unable to perform the job duties and indicating the probable duration of the illness.

In the case of prolonged illness, employees will submit such periodic medical reports on their prognosis as the employer may require.

When the employee returns to work, the employee will submit a medical certificate of wellness stating any physical limitations and/or work restrictions which may be applicable.

The cost of medical certificates requested by the Employer in this context shall be at the employer's expense.

- 23.06 The Corporation reserves the right to require a medical for any employee when such examination is considered necessary at Corporation expense.
- 23.07 An employee prevented from performing his/her regular work with the Corporation on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, 1997 so that Workplace Safety and Insurance Board benefits are payable to such employee, shall be entitled, at the written election of the employee, to receive from the Corporation, the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary. Such payments shall be made on a regular basis to the employee while he/she is receiving such Workplace Safety and Insurance Board Benefits. The amount received by the employee from the Corporation shall be deducted from the employee's accumulated sick leave credits, and the Corporation shall not be liable to make any further payments once such accumulated sick leave credits have been exhausted.
- 23.08 If the employee has not received money from the Workplace Safety and Insurance Board, the Corporation agrees to advance employees an advance of up to eighty-five percent (85%) of net pay starting the second scheduled pay after the incident, provided the employee has available sick time and/or vacation days available. This advance will be conditional upon the employee signing an agreement to repay the advance in full upon receipt of the W.S.I.B. benefit.
- 23.09 If an employee is hospitalized for a period greater than one (1) day while on vacation, then the employee will be allowed additional holiday time, equal to the amount of time on sick leave occurring during the original scheduled vacation period.
- 23.10 The parties agree to work co-operatively in dealing with employees who have disabilities due to occupational and non-occupational injuries. In the duty to accommodate, both parties will ensure that representatives from the Corporation and the Union are available to meet with and assist in the injured worker's return to work including modified duties.

ARTICLE 24

BEREAVEMENT LEAVE

- 24.01 Full-time employees will be allowed up to five (5) consecutive working days' leave of absence with pay in the event of the death of the employee's spouse, common-law spouse, same sex partner, parent or child during the period commencing with the date of the death and ending with the first day after the day of the funeral. Such leave of absence shall be for the purpose of making arrangements for and/or attending the funeral.
- 24.02 Full-time employees will be allowed up to three (3) consecutive working days leave of absence with pay in the event of the death of the employee's brother, sister, parent-in-law, grandparent, grandchild, son-in-law, or daughter-in-law commencing with the date of the death and ending with the first day after the day of the funeral. Such leave of absence shall be for the purpose of making arrangements for and/or attending the funeral.
- 24.03 Full-time employees will be allowed one (1) working day leave of absence with pay in the event of the death of brother-in-law, sister-in-law, aunt, uncle or grandparents-in-law, for the purpose of attending the funeral.
- 24.04 Full-time employees required to perform pall bearer duties will be granted 1 day leave of absence with pay.
- 24.05 Additional paid bereavement leave appropriate to the circumstances may be granted with Management approval.
- 24.06 Should an employee suffer a loss of a family member outlined under Article 24.01 during the employee's vacation, the time will be recorded as bereavement leave and the vacation day(s) shall be rescheduled at a mutually agreeable time.

ARTICLE 25

LEAVE OF ABSENCE

- 25.01 Leaves of absence require the written permission of the Corporation, and applications for leave of absence must be submitted in writing one (1) week in advance to ensure consideration. Such leave of absence, without pay, will be granted consistent with the efficient operation of the Corporation. Benefit coverage as per Article 20 will continue until the end of the month in which the leave starts. Benefit coverage will recommence the first of the month of return from the leave. This article excludes approved Union Leave as per Article 25.02 and incarceration.

- 25.02 Upon written request from the Union and consistent with efficient operation of the Corporation, the Corporation shall grant a leave of absence without pay and without loss of Corporation Service to not more than one (1) employee at any one time for the purpose of attending Union Conventions and Conferences, provided the total period of absence shall not exceed ten (10) working days in any calendar year.
- 25.03 Pregnancy, Parental and Adoption Leave shall be granted in accordance with the appropriate parts of the Employment Standards Act of Ontario. Employees shall maintain and continue to accumulate seniority during this leave, all benefits shall be maintained by the Employer and the Employee's vacation shall not be pro-rated or reduced in any manner and the Employee shall be returned to their same or comparable job and rate of pay they enjoyed prior to the leave.

ARTICLE 26

JURY DUTY

- 26.01 While required to serve on jury duty, or subpoenaed as a Crown Witness a full-time employee will be allowed leave of absence and paid the difference between their normal pay and compensation for such duty, which shall be verified in writing by the Court Clerk.

ARTICLE 27

CLOTHING AND TOOLS

- 27.01 The Corporation will pay the full cost of work gloves and mitts for employees requiring same in the course of duties, as designated by the Corporation, with said gloves and mitts being classified as safety equipment. The number of work gloves and mitts to be issued each year will be determined by the Corporation.
- 27.02 The Corporation will supply clothing as follows:
Effective May 1, 2010, each full time employee shall receive the following items on an annual basis:
4 (four) - Shirts
Workpants at a maximum cost of \$140.00 total per year. Receipts must be provided for payment.
1 (one) - Coverall or bib overall
and either 1 (one) jacket or 1 (one) parka

Insulated rubber boots shall be supplied as required.
- 27.03 New employees requiring hand tools for their normal duties will provide those hand tools, indicated as being necessary by the Corporation, and these hand tools will be replaced by the Corporation when replacement is considered necessary by the Corporation.

27.04 All tools, clothing, uniforms and accessories supplied to an employee at the Corporation's expense shall remain the property of the Corporation and shall be recoverable on demand and shall be worn or used, as the case may be, only at times and in the manner authorized by the Corporation. The employee shall be responsible for the laundering and maintenance of all clothing and such clothing is to be maintained in a presentable condition.

27.05 The Corporation will provide a safety footwear allowance of one hundred and seventy-five dollars (\$175.00) effective May 1, 2010 and one hundred and eighty dollars (\$180.00) effective May 1, 2011 for classifications required to wear safety footwear, once every contract year, on the understanding that all employees required to wear safety footwear must maintain this footwear in acceptable condition and that the allowance will be made on receipt of evidence that approved safety footwear has been purchased.

Any remaining boot allowance to be carried forward for the duration of the collective agreement (Example: Employee spends nothing in the first year and therefore is eligible to spend both allowances in year 2).

27.06 The Corporation will reimburse eligible employees for the purchase of toe rubbers and galoshes once per calendar year.

ARTICLE 28

LICENCES

28.01 The Corporation agrees to pay for the renewal of Trade and A-Z and D-Z Vehicle Operators Licence renewals and the required medical for those employees who are required to hold such licence in their job classification. The requirement for applicable licences will be determined by the Corporation. Payment of Trade and Vehicle Operator licenses shall be made upon successful completion of required testing/exams. The employee must provide the employer with the results of all tests/exams and provide proof of renewals.

ARTICLE 29

HEALTH AND SAFETY

29.01 The Corporation and the Union recognize the obligation and responsibility of the Corporation to ensure the establishment and maintenance of safe working conditions and practices and it is further recognized that the employees must abide by all safety rules and regulations as established from time to time.

The Corporation and the Union further recognize that the Corporation has an established Health and Safety Committee pursuant to the provisions of the Occupational Health and Safety Act and any subsequent amendments, and to functioning of that committee and payment of committee members in accordance with the Act.

ARTICLE 30

COMMITTEES

30.01 The Corporation will recognize a Negotiating Committee of one (1) member and the Local Union Business Manager or an appointed Representative and/or an International Representative of the International Brotherhood of Electrical Workers during negotiations.

The employer will pay the member of the Negotiating Committee for all hours spent at their regular hourly rate for time away from their scheduled work while engaged in the negotiation of a collective Agreement with the Corporation up to but not including Conciliation.

30.02 The Union may appoint one (1) steward from amongst the employees with seniority in the water division. The steward will be appointed for the purpose of assisting employees in presenting grievances to the Corporation as set forth in this Agreement.

30.03 The Union shall keep the Corporation notified in writing of the name of the Steward and the effective day of appointment.

30.04 The Corporation will recognize a Grievance Committee consisting of not more than two (2) employees in the Bargaining Unit, the Local Union Business Manager or appointed Representative and/or an International Representative of the Union. The Local Union Business Manager shall have access to the Corporation premises during working hours after having received permission from Management.

30.05 It is agreed that the Steward and the Grievance Committee shall continue to perform their regular work in order to maintain the efficient operation of the Corporation. However, in accordance with this understanding, should it be necessary to assist an employee in presenting a grievance during working hours, they will not leave their work without first obtaining the permission of their immediate supervisor provided that such permission will not be unreasonably withheld. Maintenance of normal earnings shall be provided by the Corporation for Corporation employees, when acting as stewards and members of the Grievance Committee, who have obtained permission from Management to process grievance during working hours.

30.06 The parties agree to participating in a Labour Management Committee established by the Corporation with one (1) representative of the Water Division on the Committee.

Such Committee shall meet bi-monthly or at mutually agreeable dates to discuss items of mutual interest except grievances. Either party shall submit agendas to the other party one (1) week in advance of the proposed meeting date.

ARTICLE 31

WAGE RATES AND PROGRESSION SCHEDULES

- 31.01 The wage rates, progression schedules and classifications of employees covered by this agreement shall be those shown in Appendix "A" attached hereto and forming an integral part of this Agreement for payroll purposes.
- 31.02 Employees on progression shall normally be progressed in accordance with the schedule. However, if any employee fails to make satisfactory progress, their advancement will be withheld for a period of six (6) months. When progression is withheld Management shall give one (1) month's notice to the employee and reason for withholding routine progression. At the next routine progression date the employee's general performance will be reviewed, and if found satisfactory, he or she shall be granted routine progression. A review will be made mid-way through the next progression period, and if the employees' general performance is found to be satisfactory, a further progression may be granted, thus re-establishing a normal progression status.
- 31.03 If an employee's progress and general performance are not found to be satisfactory, the employee shall be transferred to another classification, if available, or dismissed.

ARTICLE 32

RETIREE BENEFITS

- 32.01 For employees who retire after January 1, 1988 and the employee has reached age fifty-five (55) with a minimum of twenty (20) years of service the Corporation agrees to pay to age sixty-five (65);
- Vision Care every 24 months \$380.00 May 1, 2010, \$390.00 May 1, 2011
 - Private Hospitalization
 - Paramedical: Effective May 1, 2010 \$445.00; May 1, 2011 \$465.00 per individual, per benefit year, per practitioner, maximum of \$50.00 per visit effective May 1, 2010 and \$55.00 per visit effective May 1, 2011. Coverage commences from the first dollar.
 - Nursing Care - \$5,000.00 per individual per benefit year
 - Hearing Aids - \$500.00 per individual in each 5 year period
 - one hundred (100) percent of the premium for an extended health care plan, with a zero deductible Pay Direct Drug Card for prescription drugs, with a maximum dispensing fee of \$8.50.

(b) Dental

The Corporation agrees to pay one hundred (100) percent of the premium for a dental plan with Basic Restorative at one hundred (100%) percent co-insurance.

The following benefits will be a fifty percent (50%) co-insurance level, between the insurance company and the employee for a Dental Plan with an orthodontic rider.

- Maximum amount \$2,000.00 annually for basic restorative, periodontic, endodontic, caps and crowns, full or partial dentures
- Orthodontics - \$1,500.00 lifetime - per dependent child up to age 21.

The above will be based on the Ontario Dental Association Fees for the proceeding year updated annually on January 1st.

32.02 If an employee passes away, the Corporation agrees to carry benefits at the employee's spouse's expense subject to:

- (a) Five (5) year maximum on these benefits or age 65, of the surviving spouse, whichever comes first.
- (b) Coverage will terminate if the spouse dies or remarries

ARTICLE 33

SINGULAR OR MASCULINE

33.01 Whenever the singular or masculine is used in this agreement it shall be considered as if the plural or feminine has been used where the context of the agreement so indicates.

ARTICLE 34

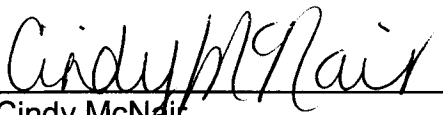
DURATION OF AGREEMENT

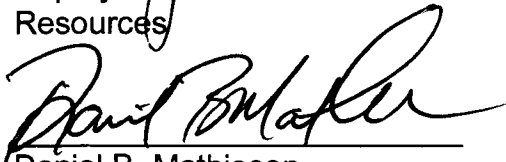
34.01 This agreement shall come into effect as of the first day of May 2010 and shall remain in effect until the thirtieth (30) day of April 2012 and thereafter from year to year unless either party gives notice in writing not more than ninety (90) days or less than sixty (60) days prior to the expiration date of the thirtieth (30) day of April of its desire to negotiate amendments to this Agreement.


IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals

this *25th* day of *June* 2010 A.D. at Stratford.

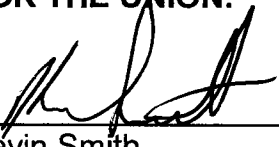
FOR THE CORPORATION:



Cindy McNaair
Deputy C.A.O./Director of Human Resources



Daniel B. Mathieson
Mayor


Joan Thomson
City Clerk

FOR THE UNION:


Kevin Smith
IBEW Steward


Tracy O'Meara
Business Representative


J.R. Wacheski
Business Manager/ Financial Secretary

LETTER OF UNDERSTANDING

BETWEEN

CORPORATION OF THE CITY OF STRATFORD

AND

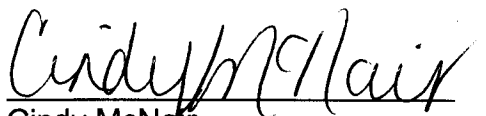
**LOCAL UNION 636 OF THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

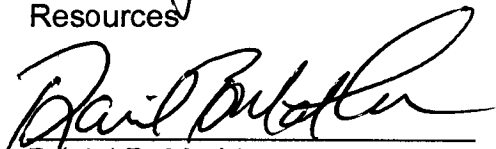
The parties herein agree that should any bargaining unit employee be within six (6) months of attaining their Class 4 Licensed Operator rate that the Union and the employer shall meet to negotiate a Class 4 Licensed Operator rate of pay.

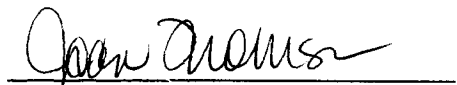
Should the parties be unable to mutually agree on such rate, an independent arbitrator will be utilized for such purpose and the arbitrator's decision shall be final and binding on the parties.

Dated this *28th* day of *June* 2010 in Stratford, Ontario.

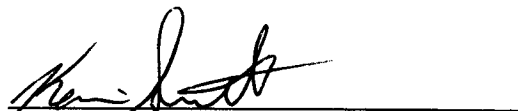
FOR THE CORPORATION:



Cindy McNair
Deputy C.A.O./Director of Human
Resources


Daniel B. Mathieson
Mayor


Joan Thomson
City Clerk

FOR THE UNION:


Kevin Smith
IBEW Steward


Tracy O'Meara
Business Representative

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF STRATFORD

AND

LOCAL UNION 636 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

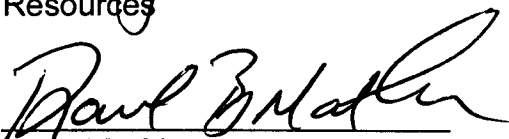
Should the Corporation merge, amalgamate, sell or combine any of its operations or functions with another Corporation, Company or Companies, the Corporation agrees to give the Union as much notice as practically possible prior to any intent by the Corporation to implement such action.

Dated this *28th* day of *June* 2010 in Stratford, Ontario.

FOR THE CORPORATION:



Cindy McNair
Deputy C.A.O./Director of Human Resources

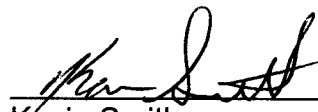


Daniel B. Mathieson
Mayor

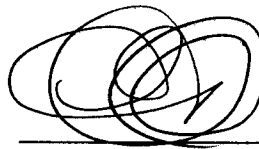


Joan Thomson
City Clerk

FOR THE UNION:



Kevin Smith
IBEW Steward



Tracy O'Meara
Business Representative

LETTER OF AGREEMENT

BETWEEN

**THE CORPORATION FOR THE CITY OF STRATFORD
(WATER DIVISION)**

AND

**LOCAL UNION 636 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

This letter of agreement will serve as confirmation of the agreement reached between the parties at the 2008 Contract Negotiations with respect to the amendment to Article 14.01 of the Collective Agreement.

Whereas prior to the amendment being made Article 14.01 read:

On-call duty is defined as that duty performed by qualified employees who are required by the Corporation to be readily available for emergency service at other than normal working hours.

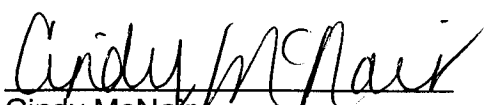
And whereas the parties mutually agreed to amend Article 14.01 to read as follows:

*On-call duty is defined as that duty performed by qualified employees who are required by the Corporation to be readily available for emergency service at other than normal working hours. **On Call employees must be at the required service location within thirty (30) minutes.***

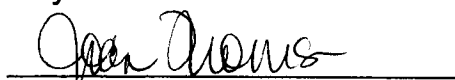
Therefore, the parties agree that bargaining unit employees who were hired prior to June 30th, 2008 will not be required to move from their place of residence in order to meet the requirements of the amended Article 14.01 regardless of whether or not they can be at the required service location within thirty (30) minutes.

Dated this 28th day of June, 2010 in Stratford, Ontario.

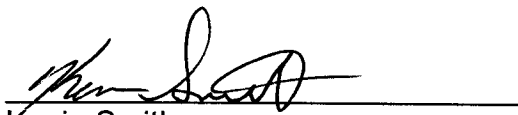
FOR THE CORPORATION:



Cindy McNair
Deputy C.A.O./Director of Human
Resources


Daniel B. Mathieson
Mayor


Joan Thomson
City Clerk

FOR THE UNION:


Kevin Smith
IBEW Steward


Tracy O'Meara
Business Representative

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF STRATFORD

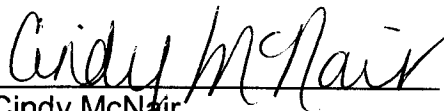
AND


LOCAL UNION 636 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

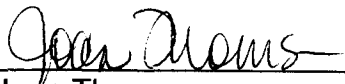
The Union will actively participate on a Corporate Benefit Committee whose mandate will be to discuss group insurance and benefits with the intent of promoting cost containment.

Dated this *28th* day of *June* 2010 in Stratford, Ontario.

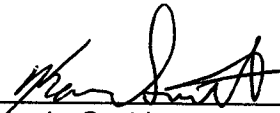
FOR THE CORPORATION:

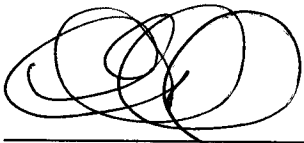

Cindy McNair
Deputy C.A.O./Director of Human Resources


Daniel B. Mathieson
Mayor


Joan Thomson
City Clerk

FOR THE UNION:


Kevin Smith
IBEW Steward


Tracy O'Meara
Business Representative

APPENDIX "A"
CLASSIFICATIONS AND RATES OF PAY

	May 1, 2010	May 1, 2011
Senior Lead Hand (\$2.00 above Class 3 Licensed Operator)	\$31.43	\$32.02
Lead Hand Rate (\$1.00 above Class 3 Licensed Operator)	\$30.43	\$31.02
MAINTENANCE ELECTRICIAN	\$30.88	\$31.50
 LICENSED OPERATOR		
Class 3	\$29.43	\$30.02
Class 2	\$26.50	\$27.03
Class 1	\$22.55	\$23.00
O.I.T.	\$19.94	\$20.34

Employees shall receive the Lead Hand rate for all hours spent when assigned to be in charge of a job site.

Employees shall receive the Senior Lead Hand rate for all hours spent when assigned to relieve the Supervisor.

APPENDIX "B"

Procedure for Rest Time Following Overtime

Adequate rest time is necessary to ensure employees can work safely and productively. Employees who are called out during the night may not have adequate time to sleep prior to starting their regular shift.

The following guidelines will be used for employees who perform unscheduled work between 11:00 p.m. and 6:00 a.m.:

1. **Less than 3 hours** - no rest time.
2. **3 hours to less than 6 hours** - 6 hours of rest time commencing immediately following completion of overtime work.
3. **6 hours or more** - 8 hours of rest time commencing immediately following completion of overtime work.

When designated rest time falls within the next work day, the employee will be paid at regular rates even though he/she is not at work. The employee will be required to make the supervisor aware of the time they will be returning to work by leaving written details on the supervisor's desk (or a suitable voicemail message on the supervisor's office phone).

If an employee is called out during their rest time, or if the time worked is not continuous, the accumulated amount of actual time worked between 11:00 p.m. and 6:00 a.m. will be used to determine rest time.

In the event of a major prolonged emergency, management will determine a work schedule that will incorporate a suitable amount of rest, and make arrangements with external resources to provide assistance if necessary.

Examples:

- a) Employee works from 8:00 p.m. to 1:00 p.m. Time worked between 11:00 p.m. and 6:00 a.m. = 2 hours. No rest time entitlement.
- b) Employee works from 9:00 p.m. to 4:00 a.m. Time worked between 11:00 p.m. and 6:00 a.m. = 5 hours. Employee entitled to 6 hours of rest time commencing at 4:00 a.m. Employee reports to work at 10:00 a.m.
- c) Employee works from 10:00 p.m. to 5:00 a.m. Time worked between 11:00 p.m. and 6:00 a.m. = 6 hours. Employee entitled to 8 hours of rest time commencing at 5:00 a.m. Employee reports to work at 1:00 p.m.
- d) Employee works from 11:00 p.m. to 1:00 a.m., and is called out from 3:00 a.m. to 5:00 a.m. Time worked between 11:00 p.m. and 6:00 a.m. = 4 hours. Employee entitled to 6 hours of rest time commencing at 5:00 a.m. Employee reports to work at 11:00 a.m.