Collective Agreement

between

Hydro Ottawa

And

IBEW

Begins: 04/01/2001

Terminates: 03/31/2004

04108 (08)

TABLE OF CONTENTS

		Pa	age
1.0	RIGH	TS AND RECOGNITION	1
	1.1 1.2	Recognition	1
2.0	PURF	POSE	1
3.0	APPL	ICATION	2
4.0	DURA	ATION OF THE COLLECTIVE AGREEMENT	2
5.0	STAT	EMENT OF PRINCIPLES	2
6.0	DEFI	NITIONS	2
7.0	UNIO	N SECURITY, DUES AND CHECK-OFF	4
8.0	MANAGEMENT AND UNION RELATIONSHIP 5		5
	8.1 8.2 8.3 8.4 8.5	Union-Management Consultation Union NegotiatingCommittee Leave for Union Business No Strike or Lock-out Use of Company Facilities for Union Business	5 5 5 6 6
9.0		PLINE AND MEMBERS RIGHT TO ESENTATION	6
10.0	GRIE	/ANCE AND ARBITRATION PROCEDURE,	6
	10.1 10.2 10.3 10.4 10.5	Complaint Stage	6 7 7

04108(08)

		Pa	ige
11.0	LEAV	E,,,,,,	8
	11.1 11.2 11.3 11.4	11.4.1 Sick Leave Credits	8 9 11 11
	11.5 11.6 11.7 11.8 11.9 11.10 11.11 11.12	Medical Appointments	14 14 15 15 16 16
12.0	ASSIC	SNEDWORK PLACE	17
13.0	HOUF	RSOFWORK	17
	13.1 13.2 13.3 13.4	13.1.3 Notice of Change in Shift	18 19 19 19
	13.5 13.6.	Overtime	20 21 21 21
14.0	OUTS WEAT	IDE EMPLOYEES WORKING IN INCLEMENT HER	22
15.0	TEMP	ORARY EMPLOYEES	22

		Pa	ige
16.0	PROB	BATION	23
17.0	STAF	FING VACANCIES	23
	17.1 17.2	Selection Transfer to a Recognized Apprenticeship Program	
18.	ACTIN	NG PAY	24
19.	PROG	GRESSION	24
20.	RECL	ASSIFICATION	25
21.	CONT	RACTING OUT	25
22.	EMPL	OYMENT SECURITY	26
	22.1 22.2 22.3	Assignment of Employees Facing Potential Lay-off	26 26 27 27
23.0	OCCU	JPATIONAL HEALTH AND SAFETY	28
	23.1 23.2 23.3 23.4 23.5	Occupational Health and Safety Committee	28 28 28 29 29
24.0	WAGE	:s	31
	24.1 24.2 24.3	Frequency of Pay	31

		Pa	age
25.0	BENE	FITS	31
	25.1 25.2 25.3 25.4 25.5 25.6 25.7 25.8 25.9	Medical and Hospital Plans	31 32 3; 3; 33 3;
26.0	TRAV	ELWHILE ON COMPANY BUSINESS	34
	26.1 26.2 26.3 26.4	Use of Personal Vehicles and Mileage Rate Meal Allowances Travel Outside Working Hours Cash Advances/Credit Cards	34 35
Lette	r of Un	derstanding	36

COLLECTIVE AGREEMENT

BETWEEN

HYDRO OTTAWA, LTD. AND IBEW LOCAL 636

1.0 RIGHTS AND RECOGNITION

1.1 Recognition

Hydro Ottawa Limited (the Company) recognizes Local 636 of the International Brotherhood of Electrical Workers (IBEW-the Union) as the exclusive Bargaining Agent for all the employees of the Company below the rank of Supervisor, save and except the following: Executive Assistants, all employees of the Human Resources Department, one Payroll Clerk, Engineers, Budget Officer,
Programmer/ Analyst, Key Accounts Coordinator, casual employees, students

Analyst, Key Accounts Coordinator, casual employees, students employed during the vacation period, students under a recognized Co-op Program, and those persons hired for less than 24 hours per week.

1.2 Management Rights

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

2.0 PURPOSE

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

3.0 APPLICATION

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

4.0 DURATION OF THE COLLECTIVE AGREEMENT

This Agreement comes into effect on April 1, 2001 and shall remain in effect until March 31, 2004. This agreement shall continue in force from year to year thereafter unless in any year, not more than 90 days and not less than 60 days before the date of its termination, either party provides the other with written notice of a desire to terminate or amend this Agreement. Notwithstanding the foregoing, this Collective Agreement may be amended from time to time in writing as mutually agreed by the parties.

5.0 STATEMENT OF PRINCIPLES

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

6.0 DEFINITIONS

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

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

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

"assignment" means the temporary placement of an employee to another position or set of duties which does not impact the rate of pay of the employee.

"bargaining *unit*" means the employees of the Company as described in Clause 1.1 of this Agreement.

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

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

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

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

"employer" means Hydro Ottawa Limited (the Company).

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

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

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

"inside worker" means an employee whose work is performed primarily inside the office.

"outside worker" means an employee whose work is performed primarily away from the office. This includes those employed as Tradespersons, System Operators, Traveling Operators, System Designers, Technical Specialists and Field Representatives in Customer Premises, among others.

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

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

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

'probationary employee" means a regular employee who has not yet completed his or her probationary period.

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

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

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

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

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

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

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

7.0 UNION SECURITY, DUES AND CHECK-OFF

- 7.1 All employees covered by this Agreement shall become members, pay union dues and remain members of IBEW Local 636 for the term of this Agreement.
- 7.2 The Company will check off union dues, including initial assessment, and transmit the monies thus collected to the Financial Secretary of the Union not later than the fifteenth day of the month following the month for which the dues were deducted. The Union will provide the Company with

one months' notice in writing of any changes in the amount of Union dues to be so deducted.

- 7.2.1 The Union shall keep the Company informed of the names of the proper Union Officers.
- 7.2.2 Management will provide an updated list of current union members quarterly to the Union.
- 7.3 In the event a former Bargaining Unit member is returned to the Bargaining Unit, the union reserves the sole right to recognize previous seniority with the Bargaining Unit.

8.0 MANAGEMENT AND UNION RELATIONSHIP

8.1 Union-Management Consultation

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

8.2 Union Negotiating Committee

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

8.3 Leave For Union Business

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

8.3.1 The Union will be granted annually January 1 a credit to the equivalent of up to one years' salary to the level of Power Line Maintainer wage rate for the conduct of IBEW Local 636 Unit #47 union business in relation to Hydro Ottawa. The Union will report regularly to the Vice President, Human Resources, or authorized designate, the hours and salary used against this credit. The Company will invoice the Union annually on December 31 for any time in excess of the granted credit.

8.4 No Strike or Lock-Out

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

8.5 Use of Company Facilities for Union Business

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

9.0 DISCIPLINE AND MEMBER'S **RIGHT TO** REPRESENTATION

- 9.1 Employees shall have the right of consultation with, and representation by, a recognized union representative on all matters pertaining to discipline.
- 9.2 In the event an employee is disciplined or discharged in any manner, the company shall notify the Union in writing as soon as possible.
 - 9.2.1 Letters of discipline will be removed from an employee's work record after two years, providing no other disciplinary action has been taken against the employee in the intervening period.

10.0 GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Complaint Stage

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

10.1.1 In cases of suspension or termination, the Union may proceed directly to Step 2 of the grievance procedure.

10,2 Grievance Procedure: Step 1

If the employee and his or her immediate supervisor have been unable to reach a mutually agreed upon resolution to the com-

plaint, the Union may decide to present a formal grievance on behalf of the employee to the next level of management. The grievance must be presented within 15 working days of the occurrence of the incident that gave rise to the complaint. Management will respond to the Union within 10 working days.

10.3 Grievance Procedure: Step 2

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

10.4 Extensions

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

10.5 Arbitration

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

process as outlined in the Ontario Labour Relations Act (expedited process) or other process as outlined in the Ontario Labour Relations Act.

10.5.4 The cost of the arbitrator shall be shared equally between the parties (Union and the Company).

11.0 LEAVE

11.1 Recognized Holidays

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

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

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

11.1.1 On the last working day before Christmas Day and New Years Day as referred to above, and in order to continue to provide service to customers and other essential services, the Company will schedule minimum staff at the applicable overtime rate to work on both half days. The schedule for these half days will be finalized and communicated to staff at least one month in advance. In order to determine the schedule, management will first request volunteers within the work unit to work. Secondly, and only if necessary, the

Company will designate the most junior employees to work.

- 11.1.2 Recognized holidays for rotational shift workers will be deemed to be the calendar day in recognition of the holiday. Overtime rates will apply.
- 11.1.3 Regular and probationary employees of the Company will be entitled to payment of normal base wages for such holidays as occur on their normal scheduled days of work provided they have worked or have been on their scheduled day of work which precedes such a holiday and the full scheduled day of work which immediately follows such a holiday unless absent with pay. Temporary employees will be subject to the conditions established in the Employment Standards Act.

11.2 Floater Holiday

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

11.3 Vacation

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

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

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

Years of Continuous Employment	Number of Vacation Days
One	Fifteen
Nine	Twenty
Sixteen	Twenty-five
Twenty-one	Twenty-six
Twenty-two	Twenty-seven
Twenty-three	Twenty-eight
Twenty-four	Twenty-nine
Twenty-five	Thirty

Normal	260 - No. of Days not paid in
Vacation	Excess of 30 Davs
Allowance	260
(Days)	

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

11.4 Sick Leave

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

11.4.1 Sick Leave Credits

11.4.1.1 Regular employees will accumulate sick leave credits at the rate of one and

one half (1½) days per month. In order to accumulate sick leave during any given month, the employee must work fifty per cent of the working days of that calendar month, unless the absence is by reason of paid sick leave, paid vacation leave, pregnancy or parental leave, or if the employee is in receipt of Workplace Safety and Insurance Benefits. If an employee is absent from work for a period of three months or more for reasons other than paid vacation leave, there will be no accumulation of sick leave credits.

- 11.4.1.2 Sick leave credits shall be accessible only after the employee has completed six months' continuous employment. Sick leave taken in the first six months of employment, or during the probationary period, will be without pay.
- 11.4.1.3 Employees will be provided with an annual statement of his/her sick leave credits, including the amount of the accumulated credit, and the number of days used in the reporting period of twelve months, and remaining balance.

11.4.2 Sick Leave Benefits

- 11.4.2.1 It is understood and agreed that sick leave benefits granted by the Company satisfy the rebate requirements outlined in the Employment Insurance Act, Section 64(4) and the Ontario Health Insurance Act.
- 11.4.2.2 To qualify for their usage of sick leave credits, an employee must:
 - be suffering from a bona fide illness that renders them unfit to perform their duties:
 - c) not be on probation;

- advise his or her immediate supervisor of their illness and unavailability for work prior to their expected start time that day;
- e) submit the appropriate attendance form, signed by the employee, to his or her immediate supervisor immediately upon return to work; and
- f) upon request, submit to a medical examination by a qualified medical doctor designated by the Company. Such medical examinations will be at the expense of the Company.
- 11.4.2.3 The cost of medical certificates issued at the request of the Company will be reimbursed to the employee at the standard rates set by the Ontario Medical Association. This includes driver's license medicals where a driver's license is a condition of employment, and all other medicals required by the Company.

11.5 Medical Appointments

- 11.5.1 Employees will make every effort to schedule medical and dental appointments outside their normal work hours. In the event it is not possible to do so, employees will make every effort to schedule such appointments at the beginning or end of their normal hours of work.
- 11.5.2 Employees will provide as much advance notice as possible to their immediate supervisor of the date and time of the appointment, and may use up to two hours to attend to a personal medical or dental appointment. The employee and his or her immediate supervisor will keep a record of such absences, up to a maximum of 16 hours per calendar year. When the total time used by the employee in one calendar year exceeds sixteen hours, the excess shall be recorded as sick leave and submitted to Human Resources. In addition, time used in excess of two hours per appointment

will be recorded as sick leave and forwarded to Human Resources

1I.6 Family and Personal Emergency Leave

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

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

11.7 Bereavement Leave

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

For the purposes of this clause, immediate family is defined as the father, mother (or alternatively stepfather, stepmother, foster parent or former guardian of the employee), brother, sister, spouse, child *or* ward of the employee, father-in-law, mother-in-law, step-brother, step-sister, or relative permanently residing in the employee's household or with whom the employee permanently resides.

- 11.7.1 When a member of the employee's immediate family dies, and the employee attends the funeral, the employee will be provided bereavement leave with pay for a period of up to five consecutive working days, encompassing the day of the funeral. One of the working days may be taken at some later date, with the approval of Management, provided that the need is related to the death or bereavement.
- 11.7.2 An employee will be provided bereavement leave with pay for a period of up to three consecutive working days to attend the funeral of his/her grandparent, grandchild, son-in-law, daughter-inlaw, brother-in-law, sister-in-law, niece or nephew.

- 11.7.3 An employee will be provided bereavement leave with pay for one day to attend the funeral of his/her aunt or uncle, or the grandparent of his/her current spouse.
- 11.7.4 Bereavement leave for probationary employees will be determined as described in this article, but will be without pay.

11.8 LeaveWith & Without Pay For Other Reasons

A manager may grant, at his or her discretion and on a case-bycase basis:

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

11.9 Time Off in Lieu of Payment of Overtime

- 11.9.1 Employees who work overtime may opt to bank, at the equivalent premium time rate, hours worked up to a maximum of the equivalent of one week, or five working days in one .year, i.e., 40 hours for outside workers, and 36.25 for inside workers.
- 11.9.2 Banked lieu time may be used on an hour-by-hour basis. Utilization of lieu time must be requested in advance and is subject to approval of the employee's immediate supervisor, based on business requirements. Such requests will not be unreasonably denied.
- 11.9.3 Shift Workers working rotational shifts who work on a recognized holiday may have that specific time banked as lieu time, in addition to the abovementioned five-day limit.

11.10 Leave Of Absence Without Pay

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

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

11.11 Jury and Witness Duty

- 11.11.1 When an employee is required to serve as a Juror or Court Witness, and presents proof of such service and the amount of pay received, the Company shall pay an employee the difference between his or her normal earnings and the payment he or she received.
- 11.11.2 This provision does not include those instances where the employee is attending court as a result of a personal interest in a civil action. In such cases, the employee will utilize vacation, lieu time or leave without pay to attend court.

11.12 Pregnancy and Parental Leave

Requests for pregnancy and parental leave must be presented in writing to his or her immediate supervisor at least four (4) weeks prior to the proposed starting date of the leave and shall be granted in accordance with the pregnancy and parental leave provision of the Employment Standards Act.

11.13 Failure to Notify of Unplanned Absence

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

12.0 ASSIGNEDWORK PLACE

The Company will assign employees to a regular workplace. The Company may assign an employee to another work location within the service territory for the purposes of work or training. In the event of a reassignment, management will provide the employee with two weeks' notice for assignments of less than four weeks' duration, and with four weeks' notice for assignments of more than four weeks' duration.

When an employee is re-located to a newly assigned workplace, that is more than ten (10) kilometers from the former workplace, the employee will be paid ten dollars (\$10.00) per working day up to a maximum of eight (8) weeks. This payment will be paid in a lump sum following the re-assignment or at the end of the eight-week period, whichever is applicable.

13.0 HOURS OF WORK

The normal hours of operation for the Company are 07:00 hrs to 18:00 hrs, Monday to Friday.

The normal hours of operation for the Call Centre at the Company are 07:30 hrs to 20:15 hrs, Monday to Friday.

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

Outside workers and trades workers will work an average of 40 hours per week, or an average of 80 hours every two weeks, within the normal hours of operation.

13.1 Shift Work

- 13.1.1 Streetlighters work 40 hours per week, or an average of 80 hours every two weeks, with a night shift to be scheduled between the hours of 18:00 hrs and 05:00 hrs. While working the night shift, Streetlighters will be paid the shift differential.
- 13.1.2 In addition to this, the Company may choose to operate parts of the business twenty-four hours per day, seven days per week, staffing with rotational shift workers. It will not be mandatory for people who were regular employees on the date of signing of this agreement to work rotational

shifts, unless they were already working in that capacity.

13.1.3 Notice of Change in Shift

- 13.1.3.1 The Company will provide seven calendar days' notice for a temporary change in shift. A shorter notice period may be used when overtime rates are paid.
- 13.1.3.2 The Company will provide three months' notice for a permanent change in shift. The notice period may be shorter upon mutual agreement between the employee and his or her immediate supervisor.
- 13.1.3.3 Shift schedules will be distributed six months in advance.

13.1.4 Shift Differential

- 13.1.4.1 Effective the date of signing, a shift differential of \$1.40 per hour will be paid to employees who are on regular rotating shifts and to the Streetlight Night Patrol working between 18:00 and 05:00 hours.
- 13.1.4.2 Shift differential shall not be paid when employees are on overtime rates.
- 13.1.4.3 Effective April 1, 2003, the shift differential will increase to \$1.50 per hour.

13.2 Flexible Hours of Work

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

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

- for outside workers, 07:30 hrs;
- for inside workers it is 08:00; and,
- · for Streetlight night shift 18:00 hrs.
- 13.2.2 Rotational shift workers are excluded from flexible hours of work due to the operational requirements of their business units.
- 13.2.3 Call Centre staff are excluded from the default start time due to the nature of their work. If Call Centre staff and their supervisor(s) are unable to reach mutual agreement on flexible hours of work, then the hours of work will be set by management. subject to clause 13.0.

13.3 Lunch Periods for Work Crews

Work activity frequently requires employees to remain on site in order to maximize efficiency and to protect Company vehicles and equipment. In cases where absence from the job site would necessitate lengthy production delays due to setting up and taking down equipment, lunch breaks may be taken on the **job** site with pay at straight time, and by mutual agreement of the immediate supervisor and the employee(s). In such cases, the lunch break shall not exceed 30 minutes, and the normal workday shall cease 30 minutes early.

13.4 Overtime

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

13.4.1 Meal Allowance When Working Overtime

Every employee who has worked two hours overtime immediately after his or her normal working day shall be supplied with a meal, or a meal allowance, at a maximum cost of \$10.50. In addition, meals, or meal allowance, shall be provided at four-hour intervals. There will be a 30-minute paid break for each meal.

For planned overtime, meals will not be provided for the first regular shift of the day. When the overtime extends beyond 8 hours, 1 meal will be paid and meals will be paid every 4 hours thereafter.

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

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

The meal allowance will be increased to \$11.00 effective April 1, 2003.

13.4.2 Rest Periods for Employees When Working Overtime

When required to work overtime between 23:00 hours and 03:00 hours, employees will be permitted a rest period until 12 o'clock noon. When such overtime extends beyond 03:00, the rest period permitted will be for the remainder of the work day or 8 hours, whichever is greater. Should the rest period fall during the employee's regular working hours, the employee shall be paid the applicable straight time rate for those hours.

13.4.3 Planned Overtime

The Company will provide as much notice as possible to employees when overtime is required. The minimum notice period is 48 hours. A shorter notice period may be mutually agreed by the employee and his/her supervisor.

Planned or emergency overtime stays with the employee or crew as a continuation of the day or the job. Employees may request relief. Relief will be provided from the on call list.

Planned overtime will be filled first on a voluntary basis. Trades will indicate on an annual basis their willingness to work planned overtime. The Company will attempt to give equitable distribution of planned overtime amongst those who have volunteered for planned overtime. In the eventhere are insufficient employees who volunteer for planned overtime, and once the planned overtime list has been

exhausted, then employees will be expected to work planned overtime.

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

13.5 On Call

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

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

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

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

13.5.1 On Call Allowance

Employees will be paid an on-call allowance of \$160 per week for each full week that he or she is on call, plus \$25 for recognized holidays occurring during the week.

Effective April 1, 2003, the on call allowance will be increased to \$175 per week, plus \$25 for recognized holidays.

13.6 Call Out

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

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

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

13.6.1 Minimum Call Out

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

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

14.0 OUTSIDE EMPLOYEESWORKING IN INCLEMENT WEATHER

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

15.0 TEMPORARY EMPLOYEES

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

Temporary employees are on probation for the duration of their employment.

Temporary employees whose initial term of employment is two weeks or more will become members of the bargaining unit upon appointment, and will pay union dues and will be covered by the provisions of this collective agreement, except the following: seniority, benefit plans, leave, workers' compensation supplement, and boot and clothing allowance. They will not have recourse to the grievance and arbitration procedure for termination at the end of their term or upon completion of the job; nor where, in the opinion of management, the employee is not suitable for further employment with the Company.

In the event a temporary employee becomes a regular employee with no break in employment, his or her period of temporary employment shall be considered to have been continuous for the purposes of seniority, continuous service and pay progression.

16.0 PROBATION

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

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

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

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

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

17.0 STAFFING VACANCIES

When staffing vacancies within the bargaining group, preference will be given to qualified employees of the Company. All permanent vacancies, including newly created jobs, will be posted at all work centers for a period of five working days. In order to be considered, applications must be received in writing and in a timely fashion, and must indicate the degree to which the candidate meets the stated requirement for the position.

17.1 Selection

In assessing candidates who have applied for internal posted vacancies, selection shall be made from amongst those qualified for the position. The candidate(s) who is best qualified and most closely meets the requirements for the position shall be selected.

Where two or more qualified candidates are relatively equal, the employee with the most seniority shall take precedence.

17.2 Transfer to a Recognized Apprenticeship Program

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

18.0 ACTING PAY

When an employee is temporarily assigned to and performs the duties of a position with a higher maximum rate of pay, the following rates will apply:

- Tradesperson acting in a Crew Leader position: 15% over their current wage rate.
- b) Tradesperson Lead Hand Rate for crews of more than two persons. or for two-person overhead/line crews: 10% over their current wage rate.
- c) Tradesperson Lead Hand Rate for two-person crews of Streetlighters, Electricians, Meter Technicians or Cable Jointers: 3.5% over their current wage rate.
- d) All other positions, including inside workers: the step within the range to the higher position which is closest to, but at least 10% higher than, the employee's base rate of pay, not to exceed the maximum of the range of the higher position.

Acting pay as a Lead Hand will be paid only after the first two hours and will be a minimum of four hours' pay.

19.0 PROGRESSION

Progression through the pay scales will occur as follows:

For employees who are participating in a certified and/or recognized apprenticeship program with the Company, progression will be linked directly to the employee's achievement of training milestones and his or her ability to demonstrate the required competencies for each level. In

addition, they will not achieve the maximum rate of pay for the position until they have received the appropriate journeypersons' certification.

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

Employees who are not in apprenticeship programs and who are not hired at the minimum of the range will be eligible for progressions within the range annually from the anniversary date of their date of appointment to the position, subject to continued satisfactory performance.

20.0 RECLASSIFICATION

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

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

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

When the duties of a position are changed significantly, the job will be deemed to be a new job and the provisions for staffing vacancies will apply. The provisions of clause 22.0, Employment Security, will apply to the employee.

21,0 CONTRACTINGOUT

Hydro Ottawa may contract out work; however, the performance of work by outside contractors will not cause the lay-off or demotion of any employee. An employee whose job is eliminated because of contracting out may request to be laid off.

22.0 EMPLOYMENT SECURITY

22.1 Assignment of Employees Facing Potential Lay-Off

a) Vacant Positions

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

In the event a temporary employee is displaced under this article, he/she may be placed into another temporary situation within the Company, or his/her employment may be terminated early, at the discretion of the Company.

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

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

b) Bumping

An employee who does not opt for lay-off, is not assigned other duties, and is not appointed into a vacant position, may choose to bump another employee who is at the same or lower maximum rate of pay, provided he/she is capable of performing all the duties of the position with a minimal amount of retraining. In this case, the employee who is bumped will become subject to the provisions of article 22.0 Employment Security.

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

c) Rate of Pay

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

22.2 Lay Off

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

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

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

22.3 Recall

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

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

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

Should the position from which the employee was laid off become available within 12 months from the lay-off date, he/she will be offered the position.

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

23.0 OCCUPATIONAL HEALTH AND SAFETY

23.1 Occupational Health and Safety Committee

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

23.2 Safety Clothing and Other Personal Protective Equipment

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

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

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

23.2.1 Gloves

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

23.2.2 Prescription Safety Glasses

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

23.2.3 Footwear and Clothing

In addition, in order to assist employees in meeting the standards it sets for safety clothing and footwear, the Company will pay or provide to regular employees an allowance for clothing and footwear.

The following categories of safety equipment will determine the amount of the allowance and/or clothing that will be provided *to* the employees. Payment of the allowance will be provided annually at the start of each contract year (i.e., April 1). Clothing supplied by the Company will be identified with the name and logo of Hydro Ottawa.

<u>Category 1</u>: Employees who require safety clothing due to exposure to flash hazards, or other safety hazards, will be provided an annual allowance of \$250. In addition, they may select item(s) from the clothing list in quantities predetermined by the Company.

<u>Category 2</u> Employees who require only safety footwear will be provided an annual allowance of \$175.

23.3 Workplace Safety and Insurance Benefit

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

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

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

Any wage or salary benefit received from the WSIB shall become property of the Company, and any monies received by an

employee as wage or salary benefits directly from the WSIB shall be remitted to the Company.

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

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

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

23.4 Injury on Duty

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

23.5 Injury/Illness Off Duty

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

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

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

24.0 WAGES

24.1 Frequency of Pay

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

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

24.2 Change of Personal Information

Employees must advise the company in writing as soon as possible of any change in address or banking information, changes to family status and dependents, or changes to beneficiary.

24.3 Wage Scales

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

25.0 BENEFITS

25.1 Medical and Hospital Plans

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

25.2 Vision Care

All regular employees will be enrolled in a vision care plan as mutually agreed to by the parties, with 100% of the premiums to be paid by the employer.

Effective April 1, 2002, coverage will be provided up to a maximum of \$250 per twenty-four month period. Effective April 1, 2003, the maximum will increase to \$275 per twenty-four month period.

25.3 Dental Plan

All regular employees will be enrolled in the dental plan mutually agreed to by the parties, with the premiums shared on a 90% employer, 10% employee basis, with a one-year lag in the Ontario Dental Association Fee Guide. The one-year lag will be effective April 1, 2002.

Effective April 1, 2002, the plan will provide coverage for orthodontic services at 50% reimbursement of eligible expenses, to a lifetime maximum of \$2,500 per person.

Effective April 1, 2003 coverage for major restorative services will be provided at 50% reimbursement of eligible expenses to a \$2,000 per person annual maximum.

25.4 Long-Term Disability

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

Effective April 1, 2002, coverage of 67% of pre-disability earnings to a maximum of \$4,000 monthly, with a waiting period of 180 days, will be provided.

Payment for benefits will continue for employees in receipt of WSIB benefits in accordance with Article 23.3.

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

Employer Share = <u>number of davs paid in the month x</u> monthly **cost** of benefit 22 working days

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

25.5 Pension and Insurance

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

Employees in the employ of the founding utilities as at December 31, 1982 are entitled to the OMERS Type III early retirement plan with the Canada Pension plan offset deferred exclusively of the disability feature.

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

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

25.6 Severance Pay

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

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

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

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

Average Sick Leave Usage Per Year	Eligibility
4.0 days	100%
4.5 days	80%
5.0 days	60%
5.5 days	40%
6.0 days	20%
Over 6.0 days	0%

by the Company. Replacement will only be made on an exchange basis for worn out or defective items.

25.9 Educational Assistance

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

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

26.0 TRAVEL WHILE ON COMPANY BUSINESS

From time to time, employees may travel on company business for work or to attend training sessions. The Company will reimburse reasonable expenses incurred by employees travelling on company business. Management will make decisions regarding method of travel and adequate overnight accommodations, with due regard to the well-being of the employee.

26.1 Use of Personal Vehicles and Mileage Rates

When, at the request of management, an employee uses his/her personal vehicle on company business, mileage will be paid at a rate of \$0.38 per kilometer.

Current employees on the date of signing of this agreement will not be obligated to use their personal vehicle for company business.

26.2 Meal Allowances

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

Breakfast	\$ 6.00
Lunch	\$12.00
Supper	\$25.00
Incidentals (for overnight trips)	\$ 7.00

26.3 Travel Outside Working Hours

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

- a) All travel for the purposes ${\bf d}$ attending training or workshops will be at straight time:
- b) Travel for company business shall be at straight time provided it is within the Company's normal hours ${\bf d}$ operation, to a maximum ${\bf d}$ six hours per week. Any additional travel time outside the Company's normal hours ${\bf d}$ operation shall be at overtime rates.

26.4 Cash Advances/Credit Cards

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

LETTER OF LINDERSTANDING

The following items are a clarification of the understandings and intents arising from Collective Bargaining:

- 1. It is understood that employees who are at their maximum pay level will go to the next maximum pay level for their classification effective April 1, 2001. For employees in a progression schedule, the employee will go to the applicable level and at a step that will allow for a minimum 3% pay increase over their current pay level. If an employee is in an apprenticeship program, the employee will not proceed to the maximum of the applicable pay schedule until such time as he/she has fulfilled the requirements for their particular trade.
- All employees who are eligible for Category 1, Safety Clothing and Footwear provisions of the Agreement will receive three shortsleeved traffic safety t-shirts per year.
- 3. Employees who have been red-circled will be given preferential consideration for appointment to vacant positions in the bargaining unit for which they are qualified and which will not result in a promotion. For the purposes of this clause, it will not be considered a promotion where the employee's rate of pay is above the maximum of their current classification and below the maximum of the next highest classification. When making appointments under this clause the obligation to post notice of the vacancy is waived.
- 4. The Company and the Union will consult on options for implementing the initial re-assignments to regular work locations, which is expected to take place in 2002. The initial re-assignments to regular work locations will be based on the following factors:
 - Business requirements:
 - The preferred location of the employee:
 - The permanent location the employee was assigned with his/her founding utility; and,
 - In the event there are more employees interested in reassignment to a particular location than there are positions available, seniority shall be the determining factor.
- 5. The parties agree to meet to craft a document which outlines the job evaluation process, and which will include a current list of positions within the Bargaining Unit and their classifications. The intent of the document will be to inform employees and to clearly establish the procedures to be followed when positions are created or

reviewed. Further, the document will be updated regularly, on a schedule to be agreed between the parties.

This letter shall be considered an attachment to the Collective Agreement and remain in effect for the term of the Agreement unless modified or replaced by mutual agreement between the parties.

For the Union:	For the Company:
December 18, 2001	December 18, 2001

SIGNED AT OTTAWA, this 18th day of the month of December, 2001

HYDRO OTTAWALTD.	LOCAL 636 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
Lynne Ge ^{ddes} Executive Director, Human Resources	Allen Gates Business Representative
Ken Lewis	Wayne Mouris Wayne Moyris
John F. Gervais	Jim Miller
Brian Doxtator	Jeff Bracken
Roger Marsh .	Miké Hall
	Anwilko B.A. Wilks
	Patrice A Robitalle
	Mike Preston

Appendix "A"

HARMONIZED RATE EFFECTIVE APRIL 1, 2001						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$10.86	\$12.02	\$13.19	\$14.36	\$15.53	\$16.70
2	\$12,82	\$14.20	\$15.58	\$16.96	\$18.34	\$19.72
3	\$14.24	\$15.77	\$17.30	\$18.83	\$20.37	\$21.90
4	\$14.96	\$16.57	\$18.19	\$19.80	\$21.41	\$23.02
5	\$16.58	\$18.36	\$20.15	\$21.93	\$23.72	\$25.50
6	\$17.82	\$19.74	\$21.66	\$23.57	\$25.50	\$27.41
7	\$19.06	\$21.11	\$23.16	\$25.22	\$27.27	\$29.32

3% INCREASE EFFECTIVE NOVEMBER 1, 2001						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$11.19	\$12.38	\$13.59	\$14.79	\$16.00	\$17.20
2	\$13.20	\$14.63	\$16.05	\$17.47	\$18.89	\$20.31
3	\$14.67	\$16.24	\$17.82	\$19.39	\$20.98	\$22.56
4	\$15.41	\$17.07	\$18.74	\$20.39	\$22.05	\$23.71
5	\$17.08	\$18.91	\$20.75	\$22.59	\$24.43	\$26.27
6	\$18.35	\$20.33	\$22.31	\$24.28	\$26.27	\$28.23
7	\$19.63	\$21.74	\$23.85	\$25.98	\$28.09	\$30.20

3 % INCREASE EFFECTIVE APRIL 1, 2002						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$11.53	\$12.75	\$14.00	\$15.23	\$16.48	\$17.72
2	\$13.60	\$15.07	\$16.53	\$17.99	\$19.46	\$20.92
3	\$15,11	\$16.73	\$18.35	\$19.97	\$21.61	\$23.23
4	\$15.87	\$17.58	\$19.30	\$21.00	\$22.71	\$24.42
. 5	\$17.59	\$19.42	\$21.37	\$23.27	\$25.16	\$27.06
6	\$18.90	\$20.94	\$22.98	\$25.01	\$27.06	\$29.08
7	\$20.22	\$22.39	\$24.57	\$26.76	\$28.93	\$31,11

3% INCREASE EFFECTIVE APRIL 1, 2003						
Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	\$11.88	\$13.13	\$14.42	\$15.69	\$16.97	\$18.25
2	\$14.01	\$15.52	\$17.03	\$18.53	\$20.04	\$21.55
3	\$15.56	\$17.23	\$18.90	\$20.57	\$22.26	\$23.93
4	\$16.35	\$18.11	\$19.88	\$21.63	\$23.39	\$25.15
5	\$18.12	\$20.06	\$22.01	\$23.97	\$25.91	\$27.87
6	\$19.47	\$21.57	\$23.67	\$25.76	\$27.87	\$29.95
7	\$20.83	\$23.06	\$25.31	\$27.56	\$29.80	\$32.04

INDEX

Acting Pay	Section 18.0
Application	Section 3.0
Apprenticeship	Section 17.2
Arbitration Procedure	Section 10.5
AssignedWork Place	Section 12.0
	Letter of Understanding- 4.
Assignment of Employees Facing Potential Lay Off	Section 22.1
Banking Overtime Hours	Section 11.9
Benefits	Section 25.0
 a) Medical and Hospital b) Vision Care c) Dental d) Long Term Disability e) Pension and Insurance 	Section 25.1 Section 25.2 Section 25.3 Section 25.4 Section 25.5
Bumping	Section 22.1 b)
Candidate Selection	Section 17.1
Change of Personal Information	Section 24.2
Clothing Allowance	Section 23.2.3
Complaints	Section 10.0
ContractingOut	Section 21.0
Definitions	Section 6.0
Dental Plan	Section 25.3
Disability	Section 25.4
Discipline	Section 9.0
Duration of the Collective Agreement	Section 4.0
EducationalAssistance	Section 25.9
Emergency Overtime	Section 13.4
Employment Security	Section 22.0
a) Vacant Positions	Section 22.1 (a)

b)	Bumping Rate of Pay	Section 22.1 (b) Section 22.1 (c)
Footwe	ear and Clothing	Section 23.2.3
Freque	ncy of Pay	Section 24.1
Gloves		Section 23.2.1
Grieva	nces	Section 10.0
a) b) c) d)	Complaint Stage Grievance Procedure (Step 1) Grievance Procedure (Step 2) Extensions	Section 10.1 Section 10.2 Section 10.3 Section 10.4
Health	Care	Section 25.0
Hospita	al Plans	Section 25.1
Hours	of Work	Section 13.0
Flex	ible Hours of Work	Section 13.2
Incleme	ent Weather	Section 14
Injury o	n Duty	Section23.4
Injury/	Illness Off Duty	Section 23.5
Insurar	nce	Section25.5
Job Eva	aluation	Section 20.0: LOU #3; LOU #5
Jury Du	uty	Section 11.11
Lay Off	Recall	Section 22.2; 22.3
Lay-off		Section 22.2
Leave		Section 11.0
a) b) c) d) e) f) g) h)	Leave for Union Business Recognized Holidays Vacation Illness While on Vacation Sick Leave Sick Leave Credits Family and Personal Emergency Leave Bereavement Leave Leave With or Without Pay for Other Reasons Leave of Absence Without Pay	Section 8.3 Section 11.1 Section 11.3 Section 11.3.8 Section 11.4 Section 11.4 Section 11.6 Section 11.7 Section 11.8 Section 11.10

LA	Dramonay and Darentall agus	Section 11.12
k) l)	Pregnancy and Parental Leave Failureto Notify of Unplanned Absence	Section 11.13
Letter	of Understanding	Appendix B
LongTe	erm Disability	Section 25.4
Lunch	Periodsfor Work Crews	Section 13.3
Manag	ement Rights	Section 1.2
Meal A	llowance (On Overtime)	Section 13.4.1
Meal A	llowance -Travel	Section 26.2
Medica	al Appointments	Section 11.5
Medica	al Certificates	Section 11.4.2.3
Medica	al Plans	Section 25.1
Mileag	e Allowance	Section26.0
Negoti	atingCommittee	Section 8.2
Occup	ational Health and Safety	Section 23.0
Occupa	ational Health and Safety Committee	Section 23.1
On Cal	II	Section 13.5
	On Call Allowance Call Out	Section 13.5.1 Section 13.6
Overtin	me	Section 13.4
Pay Da	ay	Section24.1
Pensio	on	Section 25.5
Persor	nalInformation	Section 24.2
Persor	nalVehicle for Company Business	Section 26.1
Planne	edOvertime	Section 13.4.3
Prescr	ription Safety Glasses	Section 23.2.2
Probat	tionaryPeriod	Section 16.0
Profes	sionalDues	Section25.7
Progre	ession	Section 19.0 Letter of Understanding- 1.

Purpose

Section 2.0

Recall Section 22.3 Reclassification Section 20 0 Recognition Section 1.1 Recognized Holiday Section 11.1 Rest Period Section 13.4.2 Section 23.2 Safety Clothing & Personal Protective Clothing Letter of Understanding-2. Severance Pay Section 25.6 Shift Work Section 13.1 Section 13.1.3 a) Notice of Change in Shiftb) Shift Differential Section 13.1.4 Sick Leave Section 11.4 SleepTime Section 13.4.2 Staffing Section 17.0; 20.0; 22.0; LOU#3 Staffing Vacancies Section 17.0 Statement of Principles Section 5.0 Strikes/Lockouts Section 8.4 Temporary Employees Section 15.0 Time Off in Lieu Section 11.9 Time Off for Medical Appointments Section 11.5.1 Tools and Equipment Section 25.8 Transfer to a Recognized Apprenticeship Program Section 17.2 Travel While on Company Business Section 26.0 Union and Management Consultation Section 8.1 Union Negotiating Committee Section 8.2 Union Security, Dues and Check-off Section 7.0 Use of Company Facilities for Union Business Section8.5

Section 17.0

Letter of Understanding- 3.

Vacancies

a) Selection Section 17.1 Section 11.3 Vacation Leave Vacant Positions Section 22.1 a) Section 25.2 Vision Care Section 24.0 Wages Appendix A Wage Scales Weather Section 14.0 Section 11.11 Witness Duty Work Location Section 12.0; LOU #4

Workplace Safety and Insurance Benefit Section 23.3