

**HYDRO MISSISSAUGA
COLLECTIVE AGREEMENT**

between

**MISSISSAUGA
HYDRO-ELECTRIC CORPORATION
(hereinafter called "The Employer")**

and

**LOCAL UNION 636 OF
THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
(hereinafter called "The Union")**

April 1, 2000 - March 31, 2003

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PREAMBLE

It is the intent of the Parties in entering into this Agreement to find a positive way of achieving harmonious and mutually supportive relationships among the Employer, the Employees and the Union, which will keep the Employer in a strong, competitive market position.

In consideration of the community of interest between the Union and the Employer the intent of the parties to this Agreement is understood to be to establish satisfactory formal relations between Employees and Management and, consistent with the rights of both parties under this Agreement, to provide for the orderly collective bargaining of terms and the prompt and equitable disposition of grievances.

Furthermore, the Parties have concluded that a positive approach to labour relations is vital, therefore, the Parties are entering into this Agreement as partners, rather than adversaries.”

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the sole Collective Bargaining Agent for all Employees and Students of the Employer, save and except Supervisors, those above the rank of Supervisor, Confidential Secretaries, Programmers, Analysts, Auditors, not more than four (4) persons not regularly employed more than twenty-four (24) hours per week, and individuals employed on a Government-sponsored program.

ARTICLE 2 - EMPLOYEE CLASSIFICATION

1. a) Probationary Employees are those who are hired with the understanding that they will become Regular Employees provided that during the Probationary Period of one hundred and ten (110) days worked, they exhibit the required ability and qualifications. Such period of time may be extended for an additional (110) days worked by mutual consent of the parties.
- b) The service of a Probationary Employee may be terminated by the Employer at any time during the Probationary Period for any reason not contrary to law.
- c) Probationary Employees shall be entitled to the benefits of this Agreement only where the entitlements of Probationary Employees are specifically stated in a particular clause.
2. a) Temporary Employees are those hired to work during a period when additional work of any nature requires temporarily augmented forces, or in the event of any emergency, or to relieve Regular Employees because of illness, or to work during vacation periods. If a Temporary Employee is hired for a period of longer than one hundred and ten (110) consecutive working days, that Employee shall be considered as a Regular Employee **unless such Temporary Employee has been hired to fill a vacancy**

which was either directly or indirectly caused by a Regular Employee being absent because of pregnancy, parental or adoption leave. Such vacancies, if longer than 2 months, will initially be posted.

- b) The services of a Temporary Employee may be terminated by the Employer at any time during the one hundred and ten (110) consecutive working days temporary period for any reason not contrary to law.
 - c) Temporary Employees **and Students** shall be entitled to the benefits of this Agreement where the entitlements of Temporary Employees **and Students** are specifically stated in a particular clause.
 - d) **Temporary Employees shall work either a 35 or 40 hour week.**
3. Regular Employees are those who have been employed by the Employer for more than one hundred and ten (110) days worked and who have successfully completed the Probationary Period.
4. In the event that a Temporary Employee is to become Probationary the time worked as temporary shall be credited as probationary as follows:

<div>JOB TEMP TIME</div>	SAME JOB	NEW JOB
LESS THAN 55 DAYS	110 DAYS PROBATION	110 DAYS PROBATION
55 - 110 DAYS	TOTAL SERVICE UP TO 110 DAYS	55 DAYS PROBATION
110 +	REGULAR STATUS	REGULAR STATUS

5. The Employer agrees to pay 100% of the premium cost of Health and Dental Care benefits after 55 days worked for Probationary Employees.
6. In the event that an Employee or **Temporary Employee subject to Article 2.4** is hired into a regular position within six (6) months of terminating, then the Probationary Period shall not exceed fifty-five (55) days worked.
7. **Students may be employed either for the summer vacation period, extending from April 15th to September 15th each year, or on work terms of a co-operative training program with a University or College.**

ARTICLE 3 - UNION MEMBERSHIP AND PAYMENT OF DUES

1. Present Employees who are members of the Union shall be required to maintain such membership.

2. All new Employees hired by the Employer, excluding, casual labour and students hired for the school vacation period, shall become and remain members of the Union and application for membership shall be made prior to commencing employment.
3. All Employees, including casual labour and students hired for the school vacation period shall be required to authorize the deduction of regular monthly Union dues and initiation fees for new Employees from their pay. **The amounts so deducted shall be forwarded to the Union so that the dues are received by the Union no later than the tenth (10th) day of the month following the month in respect of which the dues are deducted. This submission shall be accompanied by an alphabetical listing of the names of each Employee on behalf of whom the deductions were made and the amount deducted on behalf of each Employee and the information upon which such deductions were calculated.**

The Employer will notify Unit Chairs as soon as possible when new Employees are hired and also when Probationary Employees have successfully completed their probationary period.

4. Employees covered by this Agreement shall receive copies of this Agreement, and information regarding Stewards, provided by the Employer as soon as possible but no later than one month after the date of employment.
5. For clarification purposes, the Union does not collect dues from Employees while they are covered on long term disability benefits as per Article 18.2 or unpaid leave of absence of this Agreement and furthermore, the Employer agrees to indicate on the check off list Employees on LTD or unpaid leave of absence.

ARTICLE 4 - GOODWILL

1.
 - a) Except where abridged by the specific terms of this Agreement, the Employer shall retain the exclusive right to manage its business and direct the working force. Without limiting the generality of the foregoing, the direction of the working forces shall include, among others the right to hire, discharge, suspend, promote, demote, classify, transfer, discipline, and schedule work assignments and make, amend and enforce such rules and regulations as shall from time to time be required.
 - b) The Employer shall not exercise its rights to direct the working force in a discriminatory manner, nor shall any Employee be discharged or disciplined except for just cause.
2. The Employer shall exercise its rights in a manner consistent with the terms of the Collective Agreement.
3.
 - a) The Employer agrees that no work shall be sublet or contracted out to any person or firm that will necessitate the laying off of any Regular Employee.
 - b) No Regular Employee will be laid-off while a Student, Temporary Employee,

Part-time Employee, or individual employed on a Government-sponsored program is retained whose work the Regular Employee is capable of performing.

4. The Employer is responsible for the safety, comfort and general welfare of the Customer in respect of the service of electrical energy and each Employee who is subject to the terms of this Agreement is prepared, when called, to assist at all hours of the day or night in the provision of such service.
5. a) The Employer assures the Union that all reasonable efforts shall be made to offer work to any Regular Employee displaced by technological change, although such offer is conditional upon any affected Employee's willingness and ability to perform the work offered to the satisfaction of Management upon completion of any training prescribed. Where the rate of the new position is less, the difference in rates will be used to calculate retrogression steps to adjust the rate to that of the new position in four (4) equal amounts within 24 months.

The Employee shall be allowed a training and familiarization period of twenty-five (25) working days.

b) Advanced Notice

When the Employer has determined that technological change, which will eliminate or significantly change a job, will be introduced, the Union will be provided not less than two (2) months advance notice and will be given the opportunity for discussion.

c) Priority Rights

During the advance notice period as described in Article 4.5 (b), Employees who are so affected will have priority rights to fill any posted vacancy of an equivalent or lower classification level, provided they are qualified, with the Employee with the greatest employment seniority having first priority rights.

6. The Employer agrees that Regular Employees may apply for and receive tuition reimbursement consistent with the terms and conditions of the Tuition Reimbursement Programme set out as Pro-24 in the Corporate Procedure. Where a Regular Employee voluntarily resigns within one (1) year of reimbursement of tuition, the Employee shall reimburse 50% of the Employer-paid portion of Tuition Assistance.
7. The Employer and the Union agree there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to employment or conditions of employment against a person as provided under the Ontario Human Rights Code and there shall be no discrimination for Union activity.
8. Substance abuse is a serious medical and social problem which can affect Employees, their families and the safety of the individual and fellow workers. The Employer and the Union actively promote and encourage early diagnosis and

treatment which assists Employees towards full rehabilitation.

Medical treatment necessary will be covered under Article 18.

9. In the event there is a merger with another Employer, Company or Companies, in which the covered Employees therein are represented by another Union, the representation rights and the Collective Agreement and the status quo of Local 636 IBEW members shall be maintained in respect of those members until a final determination is made under the Labour Relations Act of Ontario or any successor organization as to the proper representation of the combined group.
10. Should the Employer merge, amalgamate, or combine any of its operations or functions with another Employer, Company or Companies, the Employer agrees to give the Union as much notice as practically possible prior to any intent by the Employer to implement the above.
11. **This Agreement shall be binding upon the Parties hereto, their Successors, Administrators, Executors and Assigns.**

ARTICLE 5 - GRIEVANCE PROCEDURE

If the Employee has a grievance or complaint, the Employee may discuss the grievance with the Supervisor with a Steward in attendance if the Employee so elects.

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, except with respect to the discharge of a Probationary Employee, shall be dealt with in the following manner:

1. STEP 1 A Regular Employee wishing to present a grievance shall submit the grievance in writing to the Supervisor/Manager indicating the nature of the grievance and the remedy sought. The Supervisor/Manager shall reply within three (3) working days after having received the grievance.

2. STEP 2 If the reply of the Supervisor/Manager is not satisfactory to the Employee concerned, the written grievance shall be referred to the Divisional Director and General Manager's designate within three (3) working days after the reply of the Supervisor/Manager. The Divisional Director and General Manager's designate shall meet with the Employee and members or designates of the Grievance Committee of the Union within five (5) working days to discuss the grievance. A reply to the grievance shall be given in writing within five (5) working days after the meeting has been held at this stage of the grievance procedure.
3. Any of the time allowances provided in (1) and (2) of this Article may be extended by mutual agreement between the parties concerned.
4. If a grievance is to be referred to arbitration, it shall be so referred **within twenty (20) working days** after the date of the reply referred to in (2) above.
5. Management may refuse to consider any grievance the circumstances of which occurred **more than ten (10) working days** before it was brought to the attention of the Supervisor/Manager.
6. In the event of a group grievance, a policy grievance or a grievance respecting the discharge or suspension of a Regular Employee, the grievance shall be in writing indicating the nature of the grievance and the remedy sought. The grievance will be processed commencing at Step Two (General Manger or designate) of the grievance procedure. This clause shall not be used for the purpose of abridging the right of the Employee or process grievances, nor shall it be used for the purpose of submitting matters which to be handled through the grievance procedure by Employees.
7. The Grievance Committee shall consist of no more than three (3) Employees.
8. If either party of this Agreement claims there has been a violation or misinterpretation of the terms of this Agreement by the other party, it may state such claim in writing which will be processed as a grievance commencing at Stage Two of the grievance procedure.
9. The Employer agrees that in the event grievances are not settled at Step 2 of the 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 of the Grievance Mediator.

ARTICLE 6 - ARBITRATION

1. Step 1

Arbitrators shall be selected from a rotating panel of Arbitrators, the members of which are mutually selected by both parties (see list below). Each Arbitrator will be called upon to act on a rotational basis and the Arbitrator will be contacted to determine availability. If the Arbitrator is not available within ninety (90) days but is available at a later date, the parties may agree to accept that date or will proceed to the next Arbitrator in order of rotation in the same manner until a mutually acceptable date is agreed. In the event there is no agreement the first available Arbitrator will be selected. Panel of Arbitrators:

Gerald Charney
Louisa Davie
Mort Michnik

Step 2

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

- 2. No person may be appointed as an Arbitrator who has been party to an attempt to negotiate or settle the grievance unless both parties agree.**
- 3. The award of the Arbitrator shall be confined to determining the issues set out in the grievance.**
- 4. The findings of the Arbitrator as to the facts and as to the interpretations of violation or non-violation of the provisions of this Agreement shall be conclusive and binding upon all parties concerned, but in no case shall the Arbitrator be authorized to alter, modify or amend any part of this Agreement. The decision of the Arbitrator shall be binding upon the parties.**
- 5. The Employer and the Union shall respectively pay the expenses of the Arbitrator and shall be borne equally by the Employer and the Union.**
- 6. In cases of suspension, discharge or discipline grievances, they may be settled by confirming the Employer's decision in discharging or suspending the Employee or by reinstating him without loss of seniority and reimbursing him in full or in part or by any other arrangement which is just and equitable in the opinion of the sole Arbitrator.**
- 7. Notwithstanding the above provisions of Article 6, it is recognized that either party to this Agreement may request the Minister of Labour for Ontario to refer to a single Arbitrator, to be appointed by the Minister, as provided in Section 49 of the Labour Relations Act of Ontario or as amended.**
- 8. Except by mutual agreement between the parties to this Agreement, no matter may be submitted to arbitration which has not been properly carried through the grievance procedure.**

ARTICLE 7 - LOCKOUTS AND STRIKES

1. There shall be no strikes or lockouts as defined in the Labour Relations Act during the term of this Agreement.
2. Notwithstanding any other provision of this contract, the failure or refusal of any Employee to pass through or work behind any picket line lawfully established shall not be deemed a breach of this contract, and the Employer shall not discharge, discipline or otherwise discriminate against any such Employee.

ARTICLE 8 - JOB POSTING

1. In respect of classifications covered by this Agreement, any job becoming vacant or any new job created by the Employer shall, within ten (10) working days after becoming vacant or being created, be posted along with its rate of pay, for five (5) working days. All Regular Employees of the Employer shall have the opportunity to make application for the job. All laid-off Employees shall have the first opportunity for job vacancies prior to posting. **All Regular Employees will have the first opportunity for any job posting prior to Temporary and Part-time Employees. Applicants shall be interviewed and assessed prior to non-bargaining unit persons being interviewed.**
2.
 - a) In the event of promotion from a lower rated classification, such promotion shall be made from those Employees who qualify.
 - b) Any Regular Employee promoted to the next higher group of position classification shall, as a minimum, advance from their current step to one step less in the next higher group for Schedule "B" Employees.
3. In case of promotion from lower to higher rated classification, the skill, ability, experience, and general work record of Employees will be the governing factors, and where these factors are **substantially the same**, seniority will govern.
4. When a job has been posted, the name of the successful applicant shall be posted on the bulletin board, and the job awarded in the manner set forth herein. The successful applicant shall either begin the job as soon as possible and at the appropriate rate of pay, or shall be paid the rate of pay within thirty (30) working days after the job has been posted, regardless of whether the actual transfer to the job has been made.
5. The list of Employees who apply for jobs shall be forwarded to the Union's Business Office within five (5) working days and those who are not successful in their application shall be given the reasons **verbally and, if requested, in writing** within five (5) working days.
6. The rate of any new job classification in Schedules "A" and "B" shall be established by the Employer in consultation with the Union. In the event of failure to agree on the rate, the matter may be submitted to the grievance

procedure.

7. The Employer shall not be required to post any job becoming vacant and not to be filled, provided the Union is notified, in writing, of the reasons for not filling the vacancy.
8. **Employees going on vacation may pre-apply under the Job Posting provisions with the Human Resources Department should a job vacancy become available during their absence.**

ARTICLE 9 - SENIORITY

1.
 - a) The Seniority of any Employee shall be defined as the length of continuous service in the employ of the Employer in the bargaining unit and shall include all continuous service with the Employer from the most recent date of hire.
 - b) **If separate Bargaining Units are created, any Employee who transfers between units shall suffer no loss of any contractual benefits or entitlements to which they would otherwise have been entitled as of the date of the transfer. Accordingly, whenever an Employee is awarded a job opportunity in another Bargaining Unit, the parties shall meet and enter into an agreement with respect to what contractual benefits shall transfer with the Employee. Any dispute with respect to what contractual benefits and/or entitlements are transferred, shall be resolved through the Grievance and Arbitration procedures defined by this Agreement.**
2. The foregoing section notwithstanding, in the event any Employee in the bargaining unit is promoted to a classification excluded from the bargaining unit, the Employee shall continue to accumulate and shall retain seniority for a period of twelve (12) months beyond the effective date of promotion.
3. The Employer shall provide to the Unit Chairpersons quarterly, a current seniority list with the names, positions and dates of commencement of service of Employees and shall forward such lists to the Union. A list of all Temporary Employees will also be provided.
4. An Employee shall lose seniority and employment status if:
 - a) The Employee resigns.
 - b) The Employee is discharged for just cause and not reinstated by the grievance procedure.
 - c) The Employee is laid off for a period exceeding fifteen (15) consecutive months.
 - d) The Employee fails to return after lay-off within ten (10) consecutive days, excluding Saturdays, Sundays and Recognized Holidays after being notified

by registered mail to do so, although if such failure is caused by illness certified by a duly qualified medical practitioner, the time for return may be extended while the Employee is prevented by illness from returning to work for a further period not to exceed a maximum of six (6) calendar months.

- e) The Employee is absent five (5) or more consecutive working days without notifying the Employer or providing a reasonable explanation.
- f) The Employee retires or reaches sixty-five (65) years of age.

5. Lay-Off And Recall

- a) Where a lay-off is necessary, the Employee with the lowest seniority in the affected classification, shall displace an Employee who has lesser seniority in the same job classification or lower classification.
- b) Failing (a) Employees shall have the opportunity to fill any job vacancy at their own grade level.
- c) Failing (b) Employees shall displace an Employee who has lesser seniority at their own grade level.
- d) Failing (c) Employees shall have the option to displace an Employee who has lesser seniority on the same grade level.
- e) The process set out above shall be repeated at each lower grade level by the affected Employees, or by those Employees whom they have displaced, as the case may be, until all such Employees have been placed into jobs or laid off.
- f) This will not restrict the right of any Employee who has previously satisfactorily performed a job in a higher grade level from exercising their seniority rights to acquire such a job.
- g) A training and familiarization period of up to thirty (30) working days shall be provided to Employees affected by lay-off.
- h) The benefits of a laid off Employee will be paid in accordance with the Employment Standards Act.
- i) Employees shall be recalled in the reverse order of seniority in which they were laid off. An Employee being recalled shall have sufficient skills and ability to perform the work.
- j) A laid off Regular Employee will be recalled in the event of a job vacancy prior to posting provided the Employee has sufficient skills and ability to perform the work.
- k) A Regular Employee laid off due to lack of work shall retain right of recall for a period of fifteen (15) consecutive months from the date of layoff, shall be required to keep Management advised of a current address, and, if recalled

shall be required to report for work within ten (10) working days. The laid off Employee will be contacted by registered mail.

- l) The Union shall be notified in writing of layoffs and recalls.
- m) The two (2) Unit Chairs of Local 636, IBEW Unit #3 while holding such office shall be retained by the Employer in the event of lay off as long as there is work that they are qualified and willing to perform.

ARTICLE 10 - WORKING HOURS

1.
 - a) Except as otherwise provided in this Agreement a normal work week shall be forty (40) hours consisting of five (5) eight hour days Monday to Friday from 0730 to 1600 hours inclusive of a one half (1/2) hour unpaid meal period year round for Schedule "A" Employees.
 - b) Unless otherwise mutually agreed to, all bargaining unit Employees shall report for work at the main service centre which is 3240 Mavis Road, Mississauga.
2. Except as otherwise provided in this Agreement the meal period will start at 1200 hours and may be adjusted one-half (1/2) hour either way subject to the requirements of the day. Employees who are required to work during the meal period, in addition to the normal hours of the day, shall be paid double time for the work performed.
3. Except as otherwise provided in this Agreement each Employee shall be entitled to rest periods of fifteen (15) minutes duration, one in the first and one in the second half of each scheduled work day, at a time and place designated by the Supervisor.
4. The Employer shall be responsible for shift coverage arising from approved vacations, illness or any other absences.
5. The normal work week for maintenance caretaker and caretaker shall be forty (40) hours consisting of five (5) days of eight (8) hours per day (not before 0730 hours and not later than 1800 hours, but continuous except for the meal period) from Monday to Friday inclusive.
6.
 - a) The normal work week for Schedule 'B' Employees with the exception of Technicians shall be thirty-five (35) hours consisting of five (5) days of seven (7) hours per day (not before 0800 hours and not later than 1800 hours, but continuous except for the meal period) from Monday to Friday inclusive.
 - b) The normal work week for Technicians shall be forty (40) hours consisting of five (5) days of eight (8) hours per day (not before 0730 hours and not later than 1800 hours, but continuous except for the meal period) from Monday to Friday inclusive.

ARTICLE 11 - WORKING SCHEDULES

1. SYSTEM CONTROL OPERATORS

- a) Management and Union shall mutually agree when establishing a working schedule different from present arrangements for System Control Operators, excepting trainees not appointed to a rotation schedule. Such schedule will be supported by a two thirds majority of the operators in the rotation before it is implemented. Implementation and mutual agreement of the schedule for the next year will be **posted two (2) months before the current schedule ends.**
- b) The Operator on regular shift rotation working a statutory holiday shall be paid for the statutory holiday worked and, in addition, shall be paid double time for the actual hours worked. The Operator's statutory holiday will always be the calendar date and not the day designated by the Employer for other Employees.
- c) Operators shall attend safety sessions and such sessions shall constitute part of the hours Operators are obliged to work.
- d) Operators shall provide notice in writing of tentative arrangements to be taken in the next vacation year and shall confirm arrangements in writing six weeks before the vacation is taken, all such arrangements to be consistent with Article 16 of this Agreement.

A minimum of one half of an Operator's vacation shall be taken during a period when the Operator is scheduled to work the day shift. Monday to Friday (excluding Recognized Holidays) or any other shift when two Operators who are qualified are scheduled. Qualified shall be deemed to mean an Operator who is in at least his third year of apprenticeship.

- e) The regular minimum complement shall be three (3) qualified Operators, as defined in 11.1 (d) on day shifts Monday to Friday (excluding lunch breaks and Recognized Holidays.) Where due to unforeseen circumstances such as illness, fewer than three (3) qualified Operators are present on days, and there is a request for an additional Operator, the Employer will give due consideration to such request and may mutually agree to add an Operator.

There shall be a minimum of one (1) qualified Operator on night shift, Monday to Sunday. Requests for an additional Operator will be considered and the Employer may by mutual agreement add an Operator.

Replacement coverage for planned vacation will be scheduled in advance.

- f) All qualified Operators may be required to serve on the operator standby roster for the purpose of covering short term manpower shortages or other system conditions requiring additional personnel.

2. SERVICEMEN

- a) Servicemen may be called on to work the following schedule of shifts:
 - (i) 0800 hours to 1630 hours inclusive with 1/2 hour meal break year round with meal allowance in winter months per Article 10-1(b).
 - (ii) 1230 - 2100 hours Monday - Friday inclusive with 1/2 hour meal allowance in winter months per Article 10-1(b).
- b) Standby for Serviceman Hours of standby Monday to Thursday 2100 hours to 0800 hours and Friday 2100 hours to 0800 hours Monday.
- c) In the event of an emergency after 2130 hours the Serviceman on call shall handle the work and receive a minimum of two (2) hours at overtime rate.

ARTICLE 12 - STANDBY DUTY AND TROUBLE SHIFTS

1. STANDBY DUTY

- a) The Employer may assign standby duty as required to manage its business, and Employees on standby duty shall be available for work within the standby hours assigned.
- b) **The Standby Duty Schedule shall be established annually and posted by October 15th of each year. The Employer may revise the schedule from time to time as required to manage its' business. The Employer agrees that two Employees are on call for each Standby team designated as A, B and C. One Employee will be on call from each category of Serviceman, Control Room, RBD Operator, Stores, Locates and Substations.**
- c) **Standby guidelines as established by Joint committee dated January 11, 2000 to form Letter of Understanding and to be included in the back of the Collective Agreement.**
- d) When Recognized Holidays occur during weekdays Standby Duty is worked throughout the holidays until the following work day according to the Standby Duty Schedule.
- e) Except as otherwise provided in this Agreement the rate of pay for Standby Duty shall be **\$1.60 per hour (\$1.65 effective April 1, 2002) and \$2.05 per hour (\$2.10 effective April 1, 2002)** from 1630 hours Friday to 0730 hours Monday and Recognized Holidays. Standby rate to be applicable to Maintenance Caretaker during winter hours only.
- f) **Emergency call out list to be posted weekly indicating number of call-outs, hours worked, offers refused, could not contact.**

- g) All Cablemen wishing to remain on stand-by duty shall complete overhead training in the essential, minimum, typical overhead repair situations that occur on our system and undergo refresher training as may be deemed necessary from time to time. Any new employee shall be qualified before being placed on stand-by duty.

2. TROUBLE SHIFTS

Monday to Friday - 1/2 hour unpaid lunch

n 0630 - 1500 hours

n 0730 - 1600 hours

n 1500 - 2330 hours

The Trouble shifts beginning at 1500 hours shall not work calls after 2330 hours but shall work calls which start within their shift.

n 2300 - 0730 hours

- a) Shift positions shall be posted and Employees appointed shall remain in the shift position for at least three (3) months, unless transferred.
- b) The Trouble Shifts shall not be worked by a Employer-Contractor mixed crew.
- c) 12 Hour Trouble Shift arrangement as per Letter of Understanding. In the event of cancellation, Management will revert to previous Trouble Truck Shift, as referenced in item Article 12.2.

ARTICLE 13 - OVERTIME

1. All hours worked outside of or in excess of the work day or work week shall be paid at double the Employee's rate of pay.
2. A Regular Employee may elect in lieu of payment for overtime worked, future time off calculated at the rate of one (1) hour at the regular hourly rate plus one (1) hour at regular time to be banked to a maximum of 40 hours to be taken in the contract year. To apply to Inside Employees outside of Flextime hours and with Supervisory/Managerial approval of overtime requirement.
3. Any Employee who is called upon to work overtime shall be paid a minimum of two (2) hours pay at double time, although no minimum applies in the event of prearranged overtime or overtime occurring at the end of an eight-hour shift or

within two hours preceding an eight (8) hour shift.

4. In the case of prearranged overtime, if the arrangement is cancelled when an Employee affected has reported for work, such Employee shall be paid for two (2) hours at the rate of double time. This will not apply to overtime continuing at the end of a shift.
5. Paid rest periods
 - a) If an Employee works more than eight (8) cumulative hours immediately prior to his scheduled work day, he will be permitted eight (8) hours off with pay, at straight time rates, during his scheduled shift.
 - b) If an Employee works sixteen (16) hours he will be permitted a rest period of up to eight (8) hours and the portion of the rest period occurring during his scheduled work will be paid at straight time rates.
6. In the event a Supervisor calls for overtime work, Regular Employees shall be called before Temporary Employees and Contractors except where a tendered, fixed priced project contract arrangement is in place covering the work.

ARTICLE 14 - MEALS

1. In recognition of the fact that Employees are required to provide their own meals and eat on their own time, the conditions that follow will apply:
 - a) The Employer shall not require an Employee to carry or provide more than one meal on any day that work is performed and, whenever possible, Supervisors shall notify Employees who do not normally carry a lunch, of the necessity of carrying a lunch the following day.
 - b) In the event an Employee is required to continue working beyond a normal day the Employer shall provide the Employee's meal after 1 1/2 hours, every four hours thereafter while the Employee continues working.
 - c) In the event an Employee is called upon to work extensive periods of overtime on Saturday, Sunday or Recognized Holidays without notification, the Employer shall provide the Employee's meal on approximately a four hour interval basis. If notified, no fewer than twelve (12) hours in advance of starting time, the Employee shall carry or provide the first meal and the Employer shall provide any further meals on approximately a four hour interval basis.
2.
 - a) In general the winter months for the purpose of this clause shall cover the period of November 1st to March 31st and during the winter months the Employer will provide a meal at a suitable location, and transportation from and to the job, to Employees required to work outside.
 - b) The duration of the meal period and the travelling time from and to the job shall comprise no more than one half (1/2) hour for Schedule "A" Employees

except with the permission of the Supervisor.

3. In general the summer months for the purpose of this clause shall cover the period of April 1st to October 31st and during the summer months Employees will remain at the job site for meal period.
4. The Employer may provide an allowance instead of providing a meal. The allowance shall be **\$10.25 for supper meals (\$10.50 effective April 1, 2002) and \$9.25 for all other meals (\$9.50 effective April 1, 2002).**

ARTICLE 15 - RECOGNIZED HOLIDAYS

1. The Holidays recognized by the Employer are the following:

*NEW YEAR'S DAY	CIVIC HOLIDAY
*GOOD FRIDAY	*LABOUR DAY
EASTER MONDAY	*THANKSGIVING DAY
*VICTORIA DAY	*CHRISTMAS DAY
*CANADA DAY	*BOXING DAY

One day Floater - to be taken at a time mutually agreed upon

Temporary Employees shall be paid for *holidays consistent with the Employment Standards Act.

2. The last working day before Christmas and the last working day before New Year's will consist of the first half of the day and the remainder of each such day shall be a holiday recognized by the Employer.

3. Regular Employees and Probationary Employees shall be paid for Recognized Holidays providing such Employees have worked the last regular scheduled shift preceding, and the first regular shift succeeding such holidays. The requirement that an Employee must work the shift preceding and succeeding a holiday will not apply if the Employee is absent on either or both of these days because of:
 - (a) personal illness
 - (b) family death
 - (c) Supervisor's permission
 - (d) circumstances beyond the Employee's immediate control.
4. The Recognized Holiday that falls on Saturday shall be observed on the immediately preceding Friday or Thursday if the Friday is a Recognized Holiday. The Recognized Holiday that falls on Sunday shall be observed on the immediately following Monday, or Tuesday if the Monday is a Recognized Holiday, so that the days observed shall be consecutive.
5. Regular Employees and Probationary Employees working on rotating shifts shall, subject to qualifications set out in item 4 above of this Article, receive the same number of paid Recognized Holidays in any calendar year as are received by Employees working on normal day shifts, i.e. Monday to Friday inclusive.
6. If a Recognized Holiday occurs during an Employee's vacation period, another day off with pay in lieu thereof shall be granted.
7. **The Union and Management shall meet in January of each year to attempt to agree on what days the Recognized Holidays will be observed."**

ARTICLE 16 - ANNUAL VACATIONS

1. Vacation with pay shall be granted by the Employer in accordance with the following:
 - a) One day for each completed calendar month worked during the first year of employment to a maximum of ten (10) days.
 - b) On completion of required years of service and subsequent years of service the number of days set out in the following earning schedule:

after one (1) year	ten (10) days
after three (3) years	fifteen (15) days
after eight (8) years	twenty (20) days
after sixteen (16) years	twenty-five (25) days
after twenty-five (25) years	thirty (30) days
2. For vacation purposes service shall be calculated as of date of hire.
3. Vacation dates shall be arranged at the convenience of the Department

Supervisor. However, every effort shall be made to arrange vacations to the mutual satisfaction of the Employee and the Department Supervisor. Conflicts in Employees' vacation preferences shall be resolved on the basis of seniority every other year. To facilitate this, a sheet shall be posted by January 1st to allow Employees to state their preferences of dates. This sheet shall be removed by May 1st at which time final dates shall have been agreed upon. Requests by Employees for two (2) weeks vacation during June, July, August and September will not be unreasonably denied.

4. Where an Employee, through illness or injury while on vacation, is hospitalized for a period of three (3) or more days, he/she will upon return to work and presentation of proof of hospitalization by a medical doctor, be granted an extension of his/her vacation equal to the time allowed for such hospitalization, excluding the Employee's normal weekend, at a time mutually agreed upon between the Employee and his/her Supervisor.
5. Any Regular Employee earning fifteen (15) days or more vacation may carry over into the following vacation period, subject to the provisions of item 3, a maximum of five (5) days earned vacation.
6. **Payment on account of deceased Employee is to his/her dependents, if any; if there are no dependents, then to his/her estate.**

ARTICLE 17- LEAVE OF ABSENCE

1. A Regular Employee who would otherwise have been at work shall, for the purpose of arranging and/or attending a funeral:
 - a) be allowed **five (5) working days** leave of absence with pay in the event of death of the Employee's spouse, **common-law spouse / same sex partner** or child.
 - b) be allowed **four (4) working days** leave of absence with pay in the event of death of the Employee's parent.
 - c) be allowed three (3) working days leave of absence with pay in the event of death of the Employee's sister, brother, grandparent, grandchild or spouse's parent.
 - d) be allowed one (1) working day leave of absence with pay in the event of death of the Employee's aunt or uncle, sister-in-law or brother-in-law, spouse's sister, brother, grandparent or in the event of serving as a pallbearer at the funeral of a fellow Employee.
 - e) **For Employees working other than an eight (8) hour day, the number of hours scheduled for the day on which the absence occurs shall be considered one (1) day for the purpose of this clause.**
 - f) **Consideration may be given for an extension of time without pay under**

abnormal circumstances or if extensive travel is necessary. It is understood that weekends or scheduled 'off' days are not included in the entitlement of consecutive working days.

2. Each Employee shall be granted leave of absence without loss of pay, for the purpose of discussing with Management during working hours matters arising out of the administration of the Agreement, if such discussion is arranged by the Employee with the immediate Supervisor.
3. The proper discharge of grievance responsibility may from time to time throughout the work day require the brief absence from work duties of a Steward/Unit Chair who must request the immediate Supervisor's permission to be absent without loss of pay. While every reasonable effort shall be made to arrange the brief absence requested, permission may be withheld if, in the opinion of the Supervisor, such absence would affect the operation. The names and the number of Stewards not exceeding ten (10) and/or two (2) Unit Chairs shall be confirmed to Management by the Union, and each Steward so named shall acknowledge that the Steward's prime responsibility is that of a Regular Employee.
4. Leave of absence with pay will be granted to Employees who are authorized by Management to attend functions connected with their work.
5. Leave of absence with pay shall be granted to Regular Employees called for Jury Duty, or as a Crown Witness while on Employer business or within their Region of Residence, provided that payment for said service is assigned to the Employer. **Employees working on a rotating shift arrangement will receive payments for time lost from the Employee's regularly scheduled shift up to 12 hours per day for each day of jury duty.**
6. Employees attending sessions approved by the Employer, as trainees or volunteer instructors, shall be reimbursed at normal rates of pay for standard daily or weekly hours.
7. Pregnancy and Parental Leave shall be granted in accordance with the appropriate parts of the Employment Standards Act of Ontario or successor organization. There shall be no loss of 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.

8. The Employer may grant leave of absence without pay to any Employee for a legitimate personal reason. Such requests must be submitted in writing. Seniority shall continue to accumulate during this absence. Vacation will not accrue when absence is for more than one (1) month. **Health benefits as detailed under Article 19 shall continue to be paid by the Employer for leaves of absence up to one (1) month.**

ARTICLE 18 - SICKNESS AND INJURY PLAN

1. PURPOSE

The purpose of the plan is to provide Regular Employees with pay continuity and job security during periods of sickness or injury.

2. THE PLAN

The plan provides coverage during periods of sickness or injury as follows:
Short Term Coverage - periods up to seventy-five (75) consecutive working days.
Long Term Coverage - periods in excess of seventy-five (75) consecutive working days.

Short Term Coverage

Benefits in the short term for each occurrence of sickness or injury are:

- (a) Employees with less than one year's service - 15 working days at regular pay and the balance at 75% of regular pay.
- (b) Employees with one to two years of service - 30 working days at regular pay, balance at 75% of regular pay.
- (c) Employees with two to three years of service - 45 working days at regular pay, balance at 75% of regular pay.
- (d) Employees with three to four years of service - 60 working days at regular pay, balance at 75% of regular pay.
- (e) Employees with more than four years of service - 75 working days at regular pay.

Long Term Coverage

Benefits in the long term are those provided under the disability plan in Article 19 of this Agreement and begin after the seventy-fifth (75th) day at which time the Employer shall maintain payments in the amount of the disability coverage for a period not to exceed twenty-four (24) months and, in consideration of this continuation of pay, the Employee shall sign over all Long Term Disability payments to the Employer.

The Employer agrees to provide the Union with a copy of application form relating to Employees who are seeking long term disability benefits upon providing written consent of Employee.

3. WORKPLACE SAFETY AND INSURANCE BOARD

- (a) In the event an injury is covered by payments from the Workplace Safety and Insurance Board, an Employee shall continue to receive regular pay during the first seventy-five (75) working days. Thereafter, the Employer shall maintain payments in the amount of the compensation coverage for a period not to exceed twenty-four (24) months and, in consideration of this continuation of pay, the Employee shall sign over all Workplace Safety and Insurance Board payments to the Employer.
- (b) In the event that the Employee is offered modified work consistent with medical limitations which are established after consultation with the Employee's Physician and which are approved by Workplace Safety & Insurance Board (WS&IB) and the Employee declines such work, direct payment from the Employer will be discontinued.
- (c) The Employer shall provide the Union with a copy of the Employer's report of injury or disease (Form 7) when submitting same to the Workplace Safety and Insurance Board (WS&IB) in order to give the Union an opportunity to discuss with the Employer any errors or omissions which may exist upon written consent of Employee.

4. GENERAL CONDITIONS OF LONG TERM COVERAGE

- (a) After the seventy-fifth (75th) day any vacation or Recognized Holiday shall be paid and prorated only on the basis of time worked. After one hundred and thirty (130) working days seniority shall be frozen.
- (b) The Employer shall continue to pay for a period of time not to exceed twenty-four (24) months from the first day of sickness or injury the premiums for benefits in Articles 19 and 20 of this Agreement.

- (c) For a period of time not to exceed twenty-four (24) months from the first day of sickness or injury the Employee shall be eligible to return to the same position classification if capable of performing the required work. If unable to perform the required work, the Employee shall be given all reasonable consideration for any available job for which the Employee is able and qualified to perform.
 - (d) In the event the Employee is unable to return to work at the end of twenty-four (24) months, the Employee shall lose seniority and be removed from the payroll.
 - (e) In the event the Employee provides medical evidence of the likelihood of returning to work by the end of the twenty-fifth (25th) month, and the evidence is confirmed by the Employer's medical representative, the time limit in (d) shall be extended to the end of the twenty-fifth (25th) month and no further.
 - (f) In consideration of the foregoing, the Union or its members shall make no claim against any rebate of the Employer's share of any savings in Employment Insurance.
5. The Employer and the Union are committed to the safe integration of injured or ill Employees into the workplace at the earliest opportunity. Every effort will be made to modify the Employee's regular position where possible or to provide modified work suitable to medical limitations and capabilities. The parties will jointly endeavor to work with all concerned to promote rehabilitation goals. **Both parties will ensure that representatives from the Employer and the Union are available to meet with and assist in the injured worker's return to work. This includes modified duties and graduated return to work schedules.**

ARTICLE 19 - HEALTH BENEFITS

The Employer agrees to pay 100% of the premium costs for Regular Employees and their eligible dependents in keeping with the terms and conditions of the current policies. **The Union will be provided copies of the plans and Employees will receive booklets.**

HEALTH CARE

1. Employer Health Tax
2. Liberty Health Extended Health Care 25/50 Plan or equivalent coverage. **Effective April 1, 2000 there shall be a cap of \$10.00 paid on any pharmacist's dispensing fee. Any fee in excess of this \$10.00 maximum will be paid by the Employee.**
3. Semi-Private Hospitalization Coverage
4. Liberty Health or equivalent Paramed benefits

5. Vision Care - **\$260.00** per family member every twenty-four (24) months effective **April 1, 2000**.

\$270.00 per family member every twenty-four (24) months effective **April 1, 2001**.

\$280.00 per family member every twenty-four (24) months effective **April 1, 2002**.
6. Hearing aids - \$500.00 every sixty (60) months.
7. **Coverage to be provided to include eligible dependents up to age 25 providing dependent is enrolled in post secondary education such as college or university programs.**
8. **Physiotherapy – Maximum \$40/visit to a maximum of \$500 per eligible person per calendar year.**
9. **Formulary coverage to be restricted to prescription drugs only. Over the counter drugs will no longer be eligible for coverage effective April 1, 2000.**

DENTAL CARE

1. Liberty Health Dental Plan Number 9, 2000 O.D.A. Fee Schedule effective January 1, 2000. **2001** O.D.A. Fee Schedule effective **January 1, 2001**; **2002** O.D.A. Fee Schedule effective **January 1, 2002**; **2003** O.D.A. Fee schedule effective **January 1, 2003**.
2. Orthodontics to a lifetime maximum of **\$1,500** for dependents up to **age 25** on a 50/50 co-insurance basis effective April 1, 2000.
3. **Dentures to a maximum of \$800 effective April 1, 2000; \$850 effective April 1, 2001; \$900 effective April 1, 2002** per person per calendar year on a 50-50 co-insurance basis.
4. Caps and crowns to a maximum of **\$1,100 effective April 1, 2000 and \$1,200 effective April 1, 2002** per person per calendar year on a 50/50 co-insurance basis.
5. Liberty Health Space Maintainers.
6. **Coverage to be provided to include eligible dependents up to age 25 providing dependent is enrolled in post secondary education such as college or university programs.”**

INSURANCE

1. **Long Term Disability Plan 70%/\$3,500 effective April 1, 2000;
Long Term Disability Plan 70%/\$3,550 effective April 1, 2001;
Long Term Disability Plan 70%/\$3,600 effective April 1, 2002.**
2. Life Insurance coverage (1.5 times basic earnings)
3. Accidental Death and Dismemberment Insurance Coverage providing a death benefit reflecting the existing basic life coverage insurance benefit.

OTHER

1. Medical letters, notes required by the Employer shall be paid for by the Employer.
2. **In the event of death of an active Employee, the surviving spouse and dependants shall continue to receive full medical and hospital services coverage at the Employer's expense for a period of one (1) year.**

ARTICLE 20 - RETIREMENT

1. The effective normal retirement date is the last day of the month of the Employee's sixty-fifth (65th) birthday.
2. **The Employer and the Employees shall comply with the premium costs of the OMERS Type II Future Average Earnings Basic Plan on an equal sharing basis.**
3. **Employees hired on or after April 1, 2000 will receive:**
 - **\$10,000 paid up life insurance policy with 10 years or more of service**
 - **\$5,000 paid up life insurance policy with less than 10 years of service**

ARTICLE 21 - SHIFT BONUS

1. The Employer shall pay a shift bonus of **seventy-two (72) cents per hour worked effective April 1, 2000 (seventy-five (75) cents effective April 1, 2001 and seventy-eight (78) cents effective April 1, 2002)**, for any part of or all of a shift that begins after 1200 hours, and **eighty-three (83) cents per hour worked effective April 1, 2000 (eighty-six (86) cents effective April 1, 2001 and eighty-nine (89) cents effective April 1, 2002)** for any part of or all of a shift that begins at or about 0000 hours and ends in the morning.

2. The Employer shall pay an additional shift bonus of 10% of basic hourly rates to System Control Operators working the rotating shift for hours worked on Saturdays and Sundays and **seventy-seven (77) cents effective April 1, 2000 (eighty (80) cents effective April 1, 2001 and eighty-three (83) cents effective April 1, 2002)** for any part or all of the evening shift that begins at 1900 hours.
3. No shift bonus shall be paid for any hours to which an overtime premium applies.
4. Management will consult with the Union in the event of instituting any new shift and notice shall be given fifteen (15) calendar days in advance.

ARTICLE 22 - BULLETIN BOARDS

Bulletin Boards shall be provided for the use of the Union.

ARTICLE 23 - WEATHER CONDITIONS

During inclement weather inside work shall be carried on as designated by Supervisors at regular rates of pay. The decision as to what constitutes inclement weather shall be made by the Department Supervisor or his designate.

In an emergency, when it is necessary for Employees for whom the weather has been declared inclement to work, the Employer shall supply suitable rainwear.

ARTICLE 24 - TOOLS AND EQUIPMENT

1. PERSONAL TOOLS

The Employer will provide an initial supply of appropriate personal tools. An Employee shall return worn out or broken articles in order to receive replacement. An Employee shall be allowed up to a maximum of \$225 per year for lost personal tools. The Employee who exceeds this amount will be allowed to purchase the tools needed from the Employer at unit cost. These tools shall remain the property of the Employer and shall be returned to Stores when the Employee leaves.

2. TRUCK TOOLS

The Employer shall supply all truck tools and equipment necessary to carry out the work. Employees shall return all worn out or broken articles in order to receive replacement. Replacement of lost tools shall be approved by the Supervisor. All tools shall remain the property of the Employer and shall be returned to Stores when the Employee leaves.

3. RUBBER GLOVES

The Employer shall supply regulation rubber gloves and covers to all Employees required by the Employer to wear them. The rubber gloves shall be tested by approved methods at least every sixty (60) days or sooner if an Employee has reason to believe that his gloves may have become defective.

4. PRESCRIPTION GLASSES

The Employer shall supply two (2) pairs of prescription safety glasses at the beginning of each calendar year. Replacement cost thereafter shall be the responsibility of the Employee.

ARTICLE 25 - OVERALLS, UNIFORMS AND SAFETY FOOTWEAR

1. Each Outside hourly Employee shall be provided with appropriate standard attire consisting of:

Effective **January 1, 2001** two (2) smocks
 - one lined and one unlined
 and two (2) overalls

Effective **December 1, 2001** two (2) overalls

Effective **December 1, 2002** two (2) smocks
 - one lined and one unlined
 and two (2) overalls

Employees to have option of substituting two (2) unlined overalls/coveralls **or two smocks (one lined and one unlined)** for one (1) lined overall/coverall or one (1) parka.

Above clothing will be replaced on an as needed basis, upon return of worn out items and at the Manager's discretion.

2. Effective April 1, 2000, the Employer shall provide **seven (7) shirts, five (5) pants**, one (1) heavy and one (1) light jacket on a bi-annual basis for Meter Readers, General Service Persons and Meter Mechanics **effective April 1, 2000**.
3. (a) Each Regular Employee in Schedule "A" who is required by the Employer to wear safety footwear shall be paid a lump sum in each calendar year towards the cost of such footwear in the amount of **\$145 effective April 1, 2000 (\$150 effective April 1, 2001; \$155 effective April 1, 2002)** as designated by the Joint Health and Safety Committee.

- (b) System Control Operators and Employees in Schedule "B" required by the Employer to wear safety footwear shall be paid a lump sum in the amount of **\$70 effective April 1, 2000 (\$75 effective April 1, 2001; \$80 effective April 1, 2002)** as designated by the Joint Health and Safety Committee.
- (c) The lump sum will be paid in January.

ARTICLE 26 - SAFETY

1. The Employer and Union acknowledge their joint and separate roles and responsibilities under the Occupational Health & Safety Act. These include the identification of safety hazards, workplace inspections and the investigations of accidents by worker and management Certified Health and Safety Representatives (or alternate if the Certified member is unavailable). One member from each Committee must be certified as per regulation.
2. The Employer shall issue to each Employee covered by this Agreement, a copy of the Rule Book prepared especially for Hydro Employees by the Electrical Utility Safety Association. The Employer and the Union will cooperate to ensure that in all operations the rules and procedures therein set forth are adhered to.
3. First Aid Kits shall be supplied by the Employer and made easily available to all Employees.
4. Safety sessions shall be held once a month.
5. **Employees shall report immediately all injuries, however minor, which are incurred while at work.**

ARTICLE 27 - CLASSIFICATIONS AND WAGES

1. The attached Schedule "A" and Schedule "B" covering job classifications and wage rates shall be part of this Agreement.
2. All wages will be paid by 12:00 noon on each Thursday, except where a Recognized Holiday occurs during the week, in which case special arrangements will be made.
3. Position descriptions per Schedule "A" and Schedule "B" shall comply with Pay Equity definitions and be made available upon request. Employees may be required to perform other related duties as assigned.

4. The pay rates and classifications of Employees covered by this Agreement shall be those in Schedule "A" and Schedule "B" attached hereto and forming part of this Agreement for payroll purposes only, and is not to be interpreted as a guarantee that any particular job in any classification is a continuing requirement.

Employees shall normally advance from minimum to maximum salary in accordance with the time periods set out in Schedule "A" and "B".

5. In the event an Employee does not make satisfactory progress during a normal time period however, that time period shall be extended for a period up to three additional months during which period the Employee's progress shall be reviewed. If the Employee makes satisfactory progress during review, the advance withheld shall be granted at the end of the extended period and, in the event of continued satisfactory progress, the normal advance from minimum to maximum salary shall resume. The Employee whose normal advance is withheld shall be given a written explanation.
6. **In the event the Employer ceases operations and lays off Employees, such laid off Employee shall receive one and one half (1.5) weeks of severance pay for each year of service to a maximum of thirty (30) years. During this severance period Health Care and Dental Care benefits shall continue.**

ARTICLE 28 - COMMITTEES

1. The Employer agrees to the setting up of a Safety Committee composed of Employer and Union Representatives, whose responsibility will be the drafting of working rules and regulations which will be revised from time to time if changes are necessary. These rules and regulations are to be strictly adhered to by both parties. The Employer shall supply to its Employees a copy of these regulations. Outside Safety Committee comprised of six (6) Union representatives, Inside Safety Committee comprised of four (4) Union representatives of which one (1) Certified Representative for each Committee.
2. The parties agree to the establishment of a Labour Management Committee comprised of four (4) members of the Union and four (4) representatives of the Employer. The Committee shall meet not more than every two (2) months to discuss items of mutual interest, except grievances. Such time in attendance shall be considered as time worked, exclusive of premiums.
3. The Employer agrees to recognize a Union Negotiating Committee consisting of a maximum of five (5) Regular Employees and/or the Union Business Manager or designates, and/or an International Representative. The members of the Union Negotiating Committee shall not suffer any loss of pay up to but not including Conciliation.

ARTICLE 29 - TEMPORARY TRANSFERS

1. An Employee temporarily transferred from one job classification to another for a period of eight (8) hours or more in the case of an hourly classification or seven (7) hours or more in the case of a weekly classification shall be paid the rate for the classification to which transfer has been made, but in no case shall the rate be less than his existing rate at the time of the temporary transfer.
2. Management agrees to post for a temporary vacancy if the job is to be vacant for two (2) months or longer. Senior qualified applicant will be awarded the job as per Article 8.3.

ARTICLE 30 - DISCIPLINE

1. Regular Employees must have a Union Steward present in the event of disciplinary action including verbal reprimands where these will become part of Employee's disciplinary record.
2. Discipline shall be issued to an Employee within twenty (20) working days of the incident coming to the attention of Management, or the time it ought reasonably to have come to Management's attention.
3. All letters of discipline shall be provided to the Unit Chairperson and copied to the area Business Representative.
4. The Union with the consent of the Employee shall have access to the Employee's personnel file providing twenty-four (24) hours notice is given.
5. All letters of reprimand or suspension including verbals that are documented shall be automatically removed from the Employee's personnel file whether paper or electronic **thirty (30) months** following the date of the incident provided no further incident of a similar nature involving suspension occurs within that time period. A copy of the removal letter shall be forwarded to the Unit Chairperson.
6. All members of Local 636, IBEW shall have access to their own personnel file. Permission to be arranged through their immediate Supervisor providing twenty-four (24) hours notice is given.
7. **An Employee may request copies of any material contained in her/his personnel record.**

ARTICLE 31 - DURATION OF AGREEMENT

1. This Agreement shall take effect **April 1, 2000**, and remain in effect and full force until **March 31, 2003**.
2. During the discussions or negotiations upon any proposed renewal or revision of the Agreement, the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until completion of negotiations as provided for in the Ontario Labour Relations Act.
3. Ten (10) signed, sealed Collective Agreements will be provided to the Union within thirty (30) days of ratification by both parties. A printed version will be distributed within forty-five (45) days to those covered by the Collective Agreement. Printed version of Collective Agreement in booklet form (50/50 split between Union and Employer)

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals
this ____ day of _____, 2000.

**HYDRO MISSISSAUGA
CORPORATION**

Ron Starr

Chairman

Karl Wahl

President

Gunars Ceksters

Vice President, Engineering & Operations

Jo Ann Morello

Human Resources Manager

**LOCAL UNION 636 OF
THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL, CIO, C.L.C.**

Harold Vance

Business Representative

Ernie Vidovic

Unit Co-Chairperson

Peter Spiniello

Unit Co-Chairperson

Barry Van Norman

Negotiating Committee Member

Bev Swech

Negotiating Committee Member

Judy Pollard

Negotiating Committee Member

(Original documents signed by all of the above)

SCHEDULE "A"
JOB CLASSIFICATIONS AND RATES OF PAY

The Hourly Rates for Journeyman and Learners apply to Lineman, Cableman, Substation Technician, Meter Technician and System Control Operator Job Classifications:

	<u>Effective</u> <u>April 1/2000</u>	<u>Effective</u> <u>April 1/2001</u>	<u>Effective</u> <u>April 1/2002</u>
Journeyman	26.74	27.41	28.10
Apprentice 4th Year	25.26	25.89	26.54
Apprentice 3rd Year	22.65	23.22	23.80
Apprentice 2nd Year	19.98	20.48	20.99
Apprentice 1st Year	17.34	17.77	18.22
 Serviceman A	 24.84	 25.46	 26.10
Serviceman B	24.10	24.70	25.32
Driver Operator	22.60	23.17	23.75
Backhoe Operator	22.37	22.93	23.50
Equipment Maintainer/Storekeeper	22.10	22.65	23.22
Storekeeper A	22.10	22.65	23.22
Storekeeper B	21.42	21.96	22.51
Storekeeper C	16.95	17.38	17.82
Meter Reader A	21.76	22.30	22.86
Meter Reader B	20.57	21.08	21.61
Meter Reader C	19.05	19.52	20.01
Maintenance Caretaker	20.57	21.08	21.61
Equipment Operator	19.85	20.34	20.85
Substation Maintenance Person	19.26	19.74	20.23
Labourer	17.33	17.76	18.21
Casual Labourer	15.79	16.18	16.59
Street Light Patrol	15.79	16.18	16.59
Caretaker	11.05	11.33	11.61
 Vehicle Mechanic AF	 26.74	 27.41	 28.10
Vehicle Mechanic A Licensed	25.26	25.89	26.54
Vehicle Mechanic B Licensed	21.77	22.32	22.87
Vehicle Maintenance Person	19.26	19.74	20.23
 Cable Locator	 25.26	 25.89	 26.54
after 36 months from start	25.26	25.89	26.54
after 18 months from start	22.65	23.22	23.80
after 6 months from start	19.98	20.48	20.99
starting rate	17.34	17.77	18.22
 Forester	 25.26	 25.89	 26.54
Apprentice 3rd Year	22.65	23.22	23.80
Apprentice 2nd Year	19.98	20.48	20.99
Apprentice 1st Year	17.34	17.77	18.22
 Student	 16.40	 16.81	 17.23
	13.72	14.06	14.41
	11.05	11.33	11.61

LEADMAN RATES

A Leadman appointed by the Employer shall be paid seven and one-half (7.5%) percent more than his regular rate of pay. When a Leadman is in charge of a crew of three or more Employees he shall receive eight and one-half (8.5%) percent more than his regular rate of pay. A Leadman rate shall apply only to Basic Hourly Rates, not to overtime rates, and for a Regular Leadman the rate shall apply to Annual Vacation, Recognized Holidays, and Sick Leave.

COLA

The COLA provision shall be revised **effective April 1, 2002** based on Metro CPI for **April 2002** on the basis of 1% for 1%. The COLA will trigger **at or above 3.5%** paid in the month following the month it triggers operating on a quarterly basis.

LETTER OF UNDERSTANDING - 1

CONTROL ROOM

1. a) The hours of work shall be:

12 Hour Shift Monday to Sunday

D 0700 - 1900

N 1900 - 0700

- b) Schedules will normally run from January 1 to December 31.
- c) Any changes in the schedule will be posted at least fifteen (15) days before the new schedule goes into effect. In this situation, approved vacation will be upheld providing that such arrangements do not interfere with the continued operation of the Control Room.

2. Twelve (12) Hour Shifts shall be as follows:

- a) Nine week, Nine operator rotation

	S	S	M	T	W	T	F
WEEK 1	-	-	D	D	D	-	-
2	N	N	-	-	-	D	D
3	-	-	N	N	N	-	-
4	D	D	D	-	-	N	N
5	-	-	D	D	-	-	-
6	-	-	-	-	D	D	D
7	-	-	-	N	N	-	-
8	-	-	D	D	-	-	D
9	D	D	-	-	D	D	-

- b) Shifts Worked

Total hours per year	2,080	Credit for missed breaks Credit for 15 minute shift change
Less Statutory Holidays	96	
• Break Credit	12	
• Shift Change	<u>40</u>	
Actual Hours Worked	1,932	
# of 12 hour shifts: $1932/12 = 161$ shifts		

- c) Lunch and coffee breaks will be taken as time permits during the shift.
- d) Operator meetings will be held as required not to exceed every three (3) months to discuss safety and operating concerns pertaining to the Control Room. All Operators will be required to attend and personnel on days off will be paid at the appropriate rate of overtime.
- e) A travel allowance of \$50.00 per week will apply during those periods that

System Control Operators are on stand-by. Stand-by is defined as the period of time Sunday to Sunday that Employees are required to be available to respond to emergencies.

- f) The 'bundled premiums' as applicable at the time will be averaged and paid weekly. This premium is also applicable to vacations and short-term disability periods.

LETTER OF UNDERSTANDING - 2

TROUBLE SHIFTS

1. a) The hours of work shall be:

D ₁	0600 - 1800
D ₂	0700 - 1900
N	1830 - 0630

 - b) Schedule will normally run from January 1 to December 31.
 - c) Any changes in the schedule will be posted at least fifteen (15) days before the new schedule goes into effect. In this situation, approved vacation will be upheld providing that such arrangements do not interfere with the continued operation of the Service Department.
2. a) The shift arrangement shall consist primarily of a twelve (12) hour rotating shift schedule.
 - b) Shift coverage will be 24 hours on weekdays and 12 hours daytime coverage on Saturdays and Sundays.
 - c) For purposes of this Letter, the night shift shall start at 1830 hour the evening previous to the scheduled shift date.
3. a) Rates of pay shall be as established as for the Journeyman Lineman Classification, Schedule A.
 - b) A 10% premium will apply for weekend hours worked.
 - c) Week night hourly shift premium will be \$0.77 effective April 1, 2000; \$0.80 effective April 1, 2001; \$0.83 effective April 1, 2002.
 - d) A weekly meal allowance will apply weekly except on occasions of illness or on vacation days. The allowance shall be \$51.25 effective April 1, 2000 (\$52.50 effective April 1, 2002).
4. All vacant positions will be posted.
5. The shift arrangement will be as follows:
 - a) Five Week, Five Crew rotation

	S	S	M	T	W	T	F
WEEK 1	D ₁	D ₁	--	--	--	D ₁	D ₁
2	--	--	N	N	--	--	--
3	--	--	D ₁	D ₁	--	D ₂	D ₂
4	--	--	--	--	N	N	N
5	--	--	D ₂	D ₂	D ₂	--	--

Note: D₁ - One crew Saturday/Sunday 12 hours each day
N - Starts at 1830 on previous evening

b) Shifts Worked:

Total Hours Per year	2,080
Less Statutory Holidays	96
Break Credit	<u>6</u>
Actual Hours Worked	1978

Number of 12 Hours Shifts 1978/12 = 164.8 Shifts

c) Lunch and coffee breaks will be taken as time permits during the shifts.

d) Statutory Holidays may be covered by one crew per shift.

6. Trouble Crews shall not participate in distribution on-call arrangements.

7. a) The arrangement may be cancelled by either party with 35 days notice.

b) In the event of discontinuance of this arrangement, trouble shifts shall revert to schedules in Article 12.2 of the Collective Agreement.

8. Management and the Union shall mutually agree to establish a working schedule and/or working conditions different from the shift arrangement described in this letter of understanding.

9. Coverage for illness up to three days to be provided for trouble crews from an on-call list comprised of trouble crew personnel.

10. Coverage for illness more than three days, daytime only Monday to Friday, to be made from re-assignment of crew personnel within the organization, with overtime rate to apply for the four (4) hour extended shift.

11. Coverage for vacation Monday to Friday daytime only to be made from re-assignment of crew personnel within the organization, with overtime rate to apply for the four (4) hour extended shift.

12. Paragraphs 10, 11 are predicated on a 5 x 8's Schedule and will be amended to provide two (2) hours of overtime in the event the schedule changes to 4 x 10's for the remaining crews.

LETTER OF UNDERSTANDING - 3

4 X 10 HOURS SHIFT ARRANGEMENT (SCHEDULE "A")

All department excluding Trouble Truck, System Control, Fleet, Facilities and Servicemen covered under Schedule "A" will have the option, on a voluntary basis, to elect to work 4 - 10 hour arrangement under the following terms and conditions:

1. Work Week (Monday to Friday only)

Week 1	Monday to Thursday	4 consecutive days off
Week 2	Tuesday to Friday	2 consecutive days off
Week 3	Monday to Thursday	4 consecutive days off
Week 4	Tuesday to Friday	2 consecutive days off

or

Week 1	Monday to Thursday
Week 2	Monday to Thursday

or

Week 1	Tuesday to Friday
Week 2	Tuesday to Friday

Above patterns to be determined by inter-departmental work requirements to maintain work coverage essential to the Company. For example overlapping arrangement between overhead construction and overhead maintenance units.

In some departments there may be both the standard work week and 4 - 10 arrangement existing. However, Management reserves the right to assign job placement and crew composition in order to accommodate the mixed scheduling arrangements.

In the event that an Employee requests to revert to a 5 day work week, Management will assign job placement with two (2) weeks. The Employee may exercise this right once per the five (5) month period.

2. Work Day 6:45 a.m. to 5:15 p.m. (10.5 hour day)

- Shop to Shop
- 2 coffee breaks per day
- Lunch on the job site (30 minutes unpaid lunch)

3. Statutory Holidays shall be paid for as a regular day and will be ten (10) hours pay.

4. Sick leave will be deducted as 10 hours for one day missed.

5. Vacation time will be deducted as 10 hours per vacation day taken.

6. Overtime will be applicable for hours worked outside of ten and one half (10.5) hour work

day.

7. The A & B team will continue as normal. Standby commences at 5:15 p.m. on weekdays.
B Team on call Thursday 5:10 p.m. to Monday 6:45 a.m.
8. Crews working the 4 x 10's will NOT take away any calls from the A or B team.
9. Contractors will not perform ANY work on a job being done by Hydro Mississauga personnel on scheduled day off.
10. The period will run from the first Monday in May and end on the last Friday in September reverting to hours as currently established in the Collective Agreement.
11. Employees who do not work the 4 x 10 work day shall follow the hours as per the Collective Agreement.
12. This agreement shall be for the term of the Collective Agreement. Any amendment to it shall be by mutual agreement. Either party may bring this agreement to an end, effective October 1, 1998 upon providing thirty (30) days notice in writing.

LETTER OF UNDERSTANDING - 4

ACTING SUPERVISOR SCHEDULE "A"

The parties agree to compensate Schedule "A" Employees serving in the capacity of Acting Supervisor at the rate of 13% (per hour) or \$100 per week, whichever is the greater over and above the incumbent's hourly base rate.

ACTING SUPERVISOR SCHEDULE "B"

The parties agree to compensate Schedule "B", Weekly-Salaried Employees serving in the capacity of Acting Supervisor at the rate of 10% calculated on an hourly rate basis.

LETTER OF UNDERSTANDING - 5

JOINT JOB EVALUATION COMMITTEE

The parties agree to the establishment of a Joint Job Evaluation Committee comprised of two (2) members of the Union and two (2) Employer representatives. The Committee shall meet on an annual basis, normally in June of each year.

Where the Committee agrees that a significant change in job duties has occurred, the parties will attempt to agree upon a new rate. Failing agreement, the matter may be referred to Arbitration.

LETTER OF UNDERSTANDING - 6

LTD SENIORITY DATE

The parties have agreed to correct retroactively all Employees who have had their seniority date advanced due to Long Term Illness (LTD) since the signing of the previous Collective Agreement (April 1, 1997 – March 31, 2000). (List as per Union's proposal 18.4). Furthermore, any Employee who is absent under the LTD coverage during the term of the new Collective Agreement will not have their seniority date advanced.

LETTER OF UNDERSTANDING - 7

FLEX TIME

It is the Employer's current intention to continue the FLEX POLICY. In the event it is to be modified, the Union will be given three months notice in writing.

LETTER OF UNDERSTANDING – 8

January 11, 2000

STANDBY DUTY

The following are the general guidelines to be followed by Standby Personnel (A, B and C teams)

1. **IT IS YOUR RESPONSIBILITY TO KNOW WHEN YOU ARE ON CALL ENSURING THE SAFETY OF THE CREWS AND PUBLIC IS OF UTMOST IMPORTANCE. THE ON-CALL SUPERVISOR IS ULTIMATELY RESPONSIBLE FOR THE SAFETY OF THE CREWS AND THE PUBLIC AND MUST EXERCISE HIS DISCRETION AT ALL TIMES.**
 2. Ensure you have your pager when you are on call and make sure that the Control Room and the on call Supervisor has your number.
 3. There will be a short meeting each Friday morning between the on call teams and the on call Supervisor to exchange information. At this time, the Employee will ensure all information on the on-call board in the Control Room is correct (i.e. pager #, truck #, phone #, preferred method of contact etc.) Should the employee be unable to attend the morning meeting, he must contact the on call Supervisor **prior to the commencement of his on call.**
 4. Employee is to report any abnormal circumstances / conditions (i.e. mechanical, undue delays etc.) to the on call Supervisor and / or Control Room.
 5. Trading of on call is permissible providing the on call Supervisor is notified three (3) days in advance, notwithstanding any unforeseen circumstances. In any case, **the on call Supervisor must be made aware of any changes to coverage.** Leadhands should be replaced with Leadhands wherever possible although it is acknowledged that there may be occasions when Employees who regularly relieve Leadhands may be required to fulfill standby requirements.
 6. Each individual is responsible for providing their own personal tools and protective wear (i.e. rubber gloves, hardhat, glasses, rainwear etc.) **NOTE:** Tools are removed from the trouble trucks on a nightly basis.
 7. Clear your calls as they are completed.
 8. In the event that an Employee is **approaching** 16 hours worked, it is his responsibility to notify the on call Supervisor.
 9. It is the responsibility of the **DRIVER** of any hydro vehicle to do the **CVOR** on the vehicle he is driving and place the information in the place provided for such reports. **IT IS THE LAW.**
- Carry your own PPE with you in the event you are required to report to the job site.
 - Get yourself ready to attend the emergency when you arrive at the service center.
 - Prepare your truck while waiting for your partner to arrive. **DON'T WAIT UNTIL HE ARRIVES AND THEN GET READY.**

- RADIO THE CONTROL ROOM **FROM YOUR TRUCK** TO OBTAIN INSTRUCTIONS.
- If “A and “B” teams are called, the first two (2) people to arrive should go to the problem area.

ON CALL GUIDELINES FOR A, B AND C TEAMS

- “A” team to be called first during non-business hours
- In the event a feeder stays locked out after one minute, “A” team to be called in to assist trouble truck. In the event there is no trouble truck or truck is busy, then “B” team may called in to assist “A” team with outage.
- Operator is required to notify on call supervisor of any significant outages.
- Condition guarantees go to the “B” team weekends and Monday night to Friday morning. CG’s go to the ”A” team according to the standby schedule.
- Condition guarantees requiring “A”, “B” or “C” teams may be distributed differently pending time conflicts (i.e. overlapping times)
- A third man required for a C.G. may be called upon from the “C” team (L/H first) if one is scheduled for the weekend. If no “C” team is scheduled, then the next available person from the emergency callout list shall be utilized.

This Agreement shall be for the term of the Collective Agreement. Any amendment to it shall be by mutual agreement between the Union and Management.

Dated this 30th day of January, 2000.

FOR THE UNION

Harold Vance

Ernie Vidovic

Peter Spiniello

FOR THE EMPLOYER

Gunars Ceksters

Jo Ann Morello

Ken Beck

Jeff Cover

(Original document signed by all of the above)

LETTER OF UNDERSTANDING - 9

CONTROL ROOM 2

The current Collective Agreement includes a Letter of Understanding based upon twelve (12) hour shifts including nine (9) System Control Operators necessary to the established schedules.

Article 11, 1(a) requires that Management and Union be in mutual agreement when establishing a working schedule different from present arrangements for System control Operators with the exception of trainees.

Changes to the schedule as detailed on the attachment require support by a two thirds majority of the operators in the rotation before a revised schedule is implemented.

On January 1, 1999 one of the existing System Control Operators transferred internally creating a vacancy.

Agreement was achieved between the parties that an eight (8) person schedule would be implemented January 1, 1999 continuing through the balance of the term of the Collective Agreement in force until March 31, 2000.

The parties have agreed to continue the eight (8) person schedule and evaluate its effectiveness annually until the expiry of the renewed Collective Agreement, March 31, 2003.

All other terms and conditions as set out in Article 11 and existing Letter of Understanding are unchanged.

For the Union

For the Board

Harold Vance

Jo Ann Morello

IBEW Business Representative

Manager, Human Resources

Ernie Vidovic

Gunars Ceksters

Unit Chair, IBEW 636, Unit 3

Vice President, Eng. & Operations

Peter Spiniello

Larry Austin

Unit Chair, IBEW 636, Unit 3

Control Centre & Service Supv.

Dated this 2nd day of May, 2000 at Mississauga, Ontario

(Original document signed by all of the above)

1. a) The hours of work shall be:

12 Hour Shift Monday to Sunday

D 0700 – 1900

N 1900 – 0700

- b) Schedules will normally run from January 1 to December 31
- c) Any changes in the schedule will be posted at least fifteen (15) days before the new schedule goes into effect. In this situation, approved vacation will be upheld providing that such arrangements do not interfere with the continued operation of the Control Room.

2. Twelve (12) Hour Shifts shall be as follows:

- a) Eight week. Eight operator rotation

DAYS	S	S	M	T	W	T	F
Week 1	-	-	-	D	D	-	-
Week 2	N	N	-	-	-	D	D
Week 3	-	-	N	N	N	-	-
Week 4	D	D	D	-	-	N	N
Week 5	-	-	D	D	-	-	-
Week 6	-	-	-	-	D	D	D
Week 7	-	-	D	D	-	-	D
Week 8	D	D	-	-	D	D	-