

AGREEMENT

Between

HAMILTON HYDRO INC.

and

LOCAL UNION 636

International Brotherhood
Of Electrical Workers

July 1, 2001–June 30, 2003

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Table of Contents

Article	Page
1 Recognition Clause	1
2 Management Rights.	1
3 Union Membership And Check-off	2
4 Seniority	3
5 Job Posting	6
6 Lay Off And Recall	7
7 Grievance Procedure	8
8 Arbitration Procedure	10
9 Goodwill.	12
10 Safety And Human Rights Policies	12
11 Strikes/Lockouts	13
12 Bulletin Board	13
13 Access To Personnel Files	13
14 Negotiating Committee	14
15 Labour Management Committees	14
16 Designated Stewards	14
17 Notification Of Employment	15
18 Hours Of Work	16
19 Overtime	17
20 Rest Periods	19
21 On-call Duty And Minimum Call-out	20
22 Designated Holidays	21
23 Vacation	22
24 Sick Leave	24
25 Leave Of Absence	25
26 Bereavement Leave	26
27 Court Duty	27
28 Health And Welfare Plans	27
29 Pension Plans	28
30 Clothing, Tools And Equipment	29
31 Meals	31
32 Workers' Compensation	32
33 Temporary Acting Classification	33
34 Inclement Weather	33
35 Classifications And Wages	34
36 Cost Of Living Escalator	35
37 Duration	35

Table of Contents (cont.)

Article	Page
Schedule 'A' Wage Rates	37
Schedule 'B'	46
Letter Of Understanding #1	50
Letter Of Understanding #2	51
Letter Of Understanding #3	52
Letter Of Understanding #4	53
Letter Of Understanding #5	54
Letter Of Understanding #6	55
Letter Of Understanding #7	57
Letter Of Understanding #8	58
Letter Of Understanding #9	61

AGREEMENT

Between

**Hamilton Hydro Inc.
(hereinafter designated as the “Company”)**

and

**Local Union 636
Of the International Brotherhood of
Electrical Workers
(hereinafter designated as the “Union”)**

PURPOSE

The purpose of this Agreement is to promote and maintain a harmonious relationship between the Company and its employees and to provide an amicable method of settling any grievances as defined in the Collective agreement.

WHEREAS the electrical utility industry has become a competitive marketplace and is facing deregulation and change;

The Company, its employees, and the Union have a mutual interest in becoming and remaining leaders in the industry, and,

The Company, its employees, and the Union recognize the importance of providing cost effective service to the customer and fair compensation for all employees, Therefore the Company, its employees and the Union agree to meet on an ongoing basis to explore options of mutual interest and benefit that will promote Hamilton Hydro Inc. and its employees as frontrunners in the electrical utility industry.

ARTICLE 1
RECOGNITION CLAUSE

1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of the Company save and except Directors, Foremen, Supervisors and Managers, Administrative Assistants, Programmer Analysts, Revenue Protection Specialist, Regulated Market Specialist, Safety and Training Co-ordinator, Scada Co-ordinator, Engineers employed in their professional capacity and students employed during the school vacation period, which may be outside of the standard May to September vacation period. Students shall not work any more than six months in any calendar year unless mutually agreed upon.

1.02 The wages, hours of work and conditions of employment of any new classification created or established within the bargaining unit during the life of the Agreement will be negotiated with the Union within thirty (30) days of such establishment and become part of this Agreement.

1.03 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Agreement so indicates.

ARTICLE 2
MANAGEMENT RIGHTS

2.01 The Union acknowledges and agrees that it is the exclusive function and right of the Employer to generally manage the enterprise or enterprises in which the Employer is from time to time engaged. Without limiting the generality of the foregoing, Management's functions shall include:

- (a) the right to maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time rules and regulations,

policies and practices, to be observed **by** its employees; the right to discipline or discharge employees for just cause, provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and dealt with as hereinafter provided.

- (b) the right to select, hire, discipline, discharge, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend and retire employees, selection of employees for positions excluded from the Bargaining Unit, provided that a claim for unjust discipline or discharge may be the subject matter of a grievance and dealt with as hereinafter provided.
- (c) the right to determine the location of operations and their expansion or their curtailment, the direction of the working forces, the contracting of work, the schedules of operations, the number of shifts, the methods, processes and means of production, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to decide on the number of employees needed by the Company at any time, starting and quitting times, the determination of financial policies including general accounting procedures and customer relations are solely and exclusively the responsibility of the Company.
- (d) the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment shall be vested in the Employer.

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

ARTICLE 3 UNION MEMBERSHIP AND CHECK-OFF

3.01 All employees of the Company covered by the agreement shall become and remain members of the

Union during the term of this agreement and shall have Union dues deducted in accordance with article 3.02 and the Ontario Labour Relations Act.

3.02 The Company agrees to deduct an amount equivalent to the regular monthly Union dues as certified in writing by the Union from employees' pay as per Section 47 of the Labour Relations Act of Ontario. These deductions shall be made in equal amounts on a weekly basis. An employee shall, upon commencement of employment, sign a written authorization for the deduction of an amount equivalent to the regular Union dues as certified by the Union. The amounts so deducted shall be submitted by the 10th day of the following month to the Financial Secretary of Local 636 of the I.B.E.W. and shall be accompanied by an alphabetical listing of the names of each employee on behalf of whom the deductions were made, the amount deducted on behalf of each employee and the total gross income on which the deduction was based.

3.03 In consideration of the deduction and forwarding service by the Company, the Union agrees to indemnify and serve harmless the Company against any claims or liability arising out of or resulting from the collection and forwarding of the regular weekly dues.

3.04 Upon commencement of employment, a new employee shall be introduced to the Unit Chairperson or his appointed designate, and the Union and the employee shall be allowed fifteen (15) minutes paid time during regular working hours in order that the employee may be introduced to the Union and its activities.

ARTICLE 4 SENIORITY

4.01 For the purpose of this agreement, seniority shall be defined as the continuous length of service from the last date of hire as an employee of the Company.

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

4.03 Probationary employees are persons hired on a trial basis to determine their suitability for employment in regular positions. An employee shall be considered probationary for up to six (6) calendar months worked. A probationary employee shall be entitled to all benefits of this agreement after completing six (6) calendar months worked. Seniority and sick leave credits shall not accumulate unless and until the employee acquires a regular status and shall then accumulate from the date of hiring. At the expiration of an employee's six month probationary period, he/she will be considered a regular employee.

4.04

- (a) A temporary employee is one hired for a specified job of limited duration not exceeding six (6) months. However, this period may be extended by mutual agreement. A temporary employee shall not acquire the benefits of a regular employee, nor shall they have recourse to the grievance procedure.
- (b) The employer may participate in government sponsored return to work programs to facilitate the employment of individuals. The hiring of employees through government sponsored programs shall not be used by the company to prevent the hiring of full-time employees.

4.05 An employee shall lose their seniority and cease to be employees of the Company if he/she:

- a) Quits voluntarily.
- b) Is discharged for just cause and not reinstated through the grievance and/or arbitration procedure.
- c) Is laid off and fails to report for work within seven (7) working days after being notified to do so by registered mail to their last known address.

- d) Is laid off for a period in excess of twelve (12) consecutive months.
- e) Retires or reaches age sixty-five (65).
- f) Is absent from work for more than three (3) consecutive working days without an acceptable explanation or permission from their Supervisor. The supervisor's decision may be the subject of a grievance.
- g) Is absent due to non-compensable illness or injury for a cumulative period of twelve (12) months plus two (2) months for every complete year of service, with a total maximum of twenty-four (24) months.

4.06 An employee shall continue to accumulate seniority when absent from work for the following reasons:

- a) On an approved leave of absence up to a maximum of one (1) month.
- b) On a non-compensable illness or injury seniority shall accumulate for the first twelve (12) months of absence after which time he will not accumulate seniority.
- c) On an approved Worker's Compensation claim.
- d) On paid sick leave.
- e) On authorized vacations and recognized holidays.
- f) On maternity/paternal leave as per the Employment Standards Act of Ontario.
- g) On jury duty, coroner's inquest or as a crown witness.

4.07 The Company shall maintain a seniority list for those employees covered by this Agreement. The seniority list shall show the name, job classification and seniority date for each employee. The seniority list shall be revised when any change occurs, and the most recent revision shall be posted on all Union bulletin boards. A copy of the seniority list shall be sent to the Union Business Representative each time it is posted.

4.08 An employee who transfers to a position outside the bargaining unit shall retain his/her seniority accumulated up to the date of leaving the bargaining unit for a period of one (1) year from the date of transfer.

4.09 An employee who returns to the bargaining unit within twelve (12) months shall retain his/her seniority previously accumulated in the bargaining unit plus all the seniority accumulated while working in the position outside the bargaining unit. The seniority accumulated while excluded from the bargaining unit shall be used for vacation credits only and not for job posting or lay-off.

ARTICLE 5 JOB POSTING

5.01 In all cases of job vacancies, including the creation of new jobs coming within the scope of this agreement, the Company shall post a notice on the employees' bulletin boards outlining the vacant position, the qualifications required for the position and the rate of pay. This notice shall be posted for a period of five (5) working days. All regular employees of the Company shall have the first opportunity to make application for the job in writing within five (5) working days from the date of the posting.

5.02 With qualifications of the job given full consideration, an employee having the greatest seniority will be given preference in making promotions providing the applicant has merit, skill and ability relatively equal to the applicant with lesser seniority. The opinion of the Company shall not be exercised in an arbitrary or unfairly discriminatory manner.

5.03 All promotions or lateral transfers made within the scope of this agreement will be on a six (6) month trial basis and such promotions will carry the suffix "acting" until the expiration of the six (6) month period. Employees who do not qualify within the period

mentioned shall be returned to their former jobs and will be notified in writing as to why they have not qualified.

5.04 Those employees who are not successful in their application will be given the reasons in writing within five (5) working days, if requested.

5.05 When a job has been awarded the name of the successful applicant will be posted.

5.06 Employees who will be absent for more than five (5) working days due to vacation, leave of absence, etc. may request in writing that Human Resources notify them of any postings during their absence, each employee absence will require a separate written request. Human Resources will make reasonable effort to so notify such employee. Failure by the Human Resource Department to notify the employee will not prevent the employee from applying for the position as outlined. Any such employee will be required to make application to Human Resources within two (2) working days of the closing of the posting and be able to take the new position within five working days of being advised, should they be the successful applicant.

ARTICLE 6 LAY OFF AND RECALL

6.01 In the event of layoff the Company shall notify the Union of the job classifications to be laid off at least ten (10) working days before the effective day of the layoff, to discuss alternative measures to avoid the layoff.

6.02 Prior to a layoff of regular full time employees in the bargaining unit, all students, temporary, probationary, co-op students and individuals employed on government sponsored programs shall be laid off first, provided there are regular full time employees with sufficient skill and ability to perform the work being performed by the above individuals.

6.03 In the event that it is necessary to reduce employees, the Company agrees that regular full time employees shall be laid off by job classification and grade within the bargaining unit in the reverse order of seniority provided that qualified staff remain to perform the work available.

6.04 Regular full time employees laid off may exercise their bumping rights within any job classification in the bargaining unit having a grade and classification the same as theirs or lower, providing they are bumping a regular full time employee with less seniority and they possess sufficient skill and ability to perform the job. When bumping into a lower job classification the rate of pay shall be the highest for that job classification, but not greater than the employees' current rate of pay.

6.05 Regular full time employees shall be recalled in the reverse order of seniority in which they were laid off. The Company will send notice by registered mail to the last known address, which the employee has filed with the Company.

6.06 The Company shall pay the premium costs for the health and welfare plans for any employee who is laid off for a period of twelve (12) months or less.

6.07 The Company will not contract out work that would result in the discharge or layoff of bargaining unit employees.

ARTICLE 7 GRIEVANCE PROCEDURE

7.01 Employees will be given reasonable opportunity and are encouraged to present verbally to their supervisor any request or complaint which they may have concerning any aspect of their working conditions. It is understood there is no grievance until the employee has first given his supervisor an opportunity to adjust the complaint.

7.02 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this agreement, except with respect to the discharge of a temporary or probationary employee, shall be dealt with in the following manner:

Step 1.

If an employee has a grievance, the employee and a Union Steward shall present the grievance in writing to their Department Manager within ten (10) working days after the circumstances giving rise to the grievance have occurred. The employee shall indicate the nature of the grievance and the remedy sought. The Department Manager shall reply in writing within five (5) working days after having received the grievance.

Step 2.

If the reply of the Department Manager is not satisfactory to the employee concerned, the employee accompanied by the Union grievance committee shall submit a written grievance to the Director of Human Resources within five (5) working days of receiving the reply of the Department Manager. The written grievance shall state the nature of the grievance, the article(s) of the collective agreement which were violated and the circumstances giving rise to the grievance. The Director of Human Resources shall meet with the employee and grievance committee within five (5) working days of receipt of the grievance. After the meeting has been held at this stage of the grievance procedure, the Director of Human Resources will issue a disposition of the matter within five (5) working days.

Step 3.

Failing settlement at Step 2, the Union may within twenty-five (25) working days of the issuance of the disposition at Step 2 notify the other party of its intention to submit the grievance to arbitration.

7.03 Notwithstanding the above, the Union and the Company may reach settlement to a grievance through the services of a Grievance Settlement Officer or other

mutually agreeable third party facilitator. The parties shall jointly bear the expenses of the Grievance Settlement Officer or other agreed to third party facilitator.

7.04 The time limits outlined in the grievance procedure may be extended by mutual agreement between the Company and the Union.

7.05 The grievance committee shall consist of the Steward referred to in Step 1, the Unit Chairperson and the Area Business Representative. The Union may appoint designates when necessary.

7.06 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 submitted in writing indicating the nature of the grievance, the article(s) of the collective agreement which were violated and the circumstances giving rise to the grievance. The grievance will be processed commencing at Step 2 of the grievance procedure. This clause shall not be used for the purpose of abridging the right of the employee to process grievances, nor shall it be used for the purpose of submitting matters to be handled through the grievance procedure by employees.

7.07 All steps of the grievance procedure, including any meetings with the grievance mediation officer, shall be held during regular hours of work with no loss of regular wages. Reimbursement of wages of Union employees during arbitration will be the responsibility of the Union.

ARTICLE 8 ARBITRATION PROCEDURE

8.01 When either party to this agreement requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party, and, at the same time, submit the names of three (3) potential arbitrators.

8.02 Within five (5) days thereafter, the party receiving the request will advise the other party of their concurrence with one of the submissions or failing agreement, further submit the names of three (3) other potential arbitrators.

8.03 If the parties are unable to come to an agreement on the selection of a single arbitrator, the party submitting the grievance to arbitration shall then make application to the Ontario Labour Relations Board and request that the Minister of Labour appoint a sole arbitrator.

8.04 Except by mutual agreement between the parties, no matter may be submitted to arbitration which has not been properly carried through the grievance procedure.

8.05 The arbitrator shall not be authorized to render any decision inconsistent with the terms of this agreement, nor shall they alter, modify, add to or amend any of its provisions nor adjudicate any matter not specifically assigned to it by the statement of grievance.

8.06 In the case of a discharge, or in the case of a suspension where the grievor satisfies the arbitrator that such discharge or suspension is without just cause, the arbitrator may modify the penalty to one which is just and equitable in the circumstances.

8.07 Each of the parties hereto shall jointly bear the expenses, if any, of the single or sole arbitrator.

8.08 The decision of the arbitrator shall be final and binding upon the parties.

8.09 The time limits outlined in the arbitration procedure may be extended by mutual agreement between the Company and the Union.

ARTICLE 9 GOODWILL

9.01 All formal discipline shall be kept as part of the employee's personal record; but shall not be used as part of any disciplinary process if a period of 3 years has been achieved with no issuance of discipline.

9.02 The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.

9.03 The Union recognizes that Hamilton Hydro Inc. provides an essential public service and as such may find it necessary to have its employees work at times other than, and over and above, their "normal" work period in order to maintain service to the public.

9.04 The Company will ensure that new or revised policies and procedures are posted for a minimum of two weeks in each department and that copies are available through the department manager. An up-to-date policy manual shall be made available for employee review. Copies of the manual will be placed in the following lunch-rooms—Nebo, Dundas, Stoney Creek, and John Street.

9.05 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of Management,

ARTICLE 10 SAFETY AND HUMAN RIGHTS POLICIES

10.01 Both the Company and the Union recognize their respective responsibilities under legislation impacting health and safety and applicable standards,

rules and guidelines. As parties concerned about the health and safety of all employees, the Company agrees to maintain and post a Health and Safety Policy in the workplace.

10.02 Both the Company and the Union recognize their respective responsibilities under the Ontario Human Rights code and any other similar statutory requirements. Accordingly, the Company agrees to post an anti-discrimination and anti-harassment Policy in the workplace.

ARTICLE 11 STRIKES/LOCKOUTS

11.01 During the term of this Agreement the Company agrees not to lock out its employees and the Union agrees that it will not sanction or call a work stoppage as defined in the Ontario Labour Relations Act.

11.02 The Union further agrees that it will not involve any employee of the Company or the Company itself, in any dispute which may arise between any other employer and the employee of such other employer.

ARTICLE 12 BULLETIN BOARD

12.01 Bulletin boards shall be provided for the use of the Union, but notices shall not be placed on these boards unless signed by an authorized representative of the Union.

ARTICLE 13 ACCESS TO PERSONNEL FILES

13.01 Employees shall be granted permission to view their personnel files upon request.

ARTICLE 14

NEGOTIATING COMMITTEE

14.01 The Company agrees to compensate a maximum of five (5) employee members of the negotiating committee only for actual time spent negotiating the renewal of this agreement, during such employee's regularly scheduled working hours. Such compensation is to be at the employee's straight time rate of pay exclusive of any premiums, and is to be only for negotiations during the period of negotiations leading to conciliation or mediation and shall cease and be discontinued when application for conciliation or mediation has been made.

ARTICLE 15

LABOUR MANAGEMENT COMMITTEES

15.01 The parties to this Agreement shall establish an ad hoc Labour Management committee comprising up to 3 members of the Company and up to 2 members appointed by the Union in addition to the Union Business Representative. The Committee shall meet as required to discuss and resolve labour/management issues with the exception of grievances.

15.02 All communications relating to matters arising out of the Labour Management Committee shall be addressed and delivered to the Union Business Representative and copied to the Unit Chairperson.

15.03 Employee members of the Labour Management Committee shall be paid their regular hourly rate, exclusive of premiums, for the actual time spent at the meetings.

ARTICLE 16

DESIGNATED STEWARDS

16.01 The Company agrees to acquaint new employees with the fact that a Union Agreement is in

effect, and with the conditions of employment set out in articles dealing with Union membership, security and dues check-off.

16.02 The Union may appoint one Shop Steward per department and one Shop Steward in each operating location to represent the membership. In addition any department with forty (40) or more employees shall have two (2) Stewards. The union shall notify the Company in writing of the names of the Stewards and the department (or location) each represents and of any changes of personnel before the Company shall recognize them.

16.03 It is understood that stewards and committee members have their regular work to perform on behalf of the Company. If it is necessary for a steward or committee member to attend to Union business to service a grievance during working hours, he shall not leave his work without first obtaining permission from his immediate supervisor/foreman.

ARTICLE 17 NOTIFICATION OF EMPLOYMENT

17.01 The Company, through Management personnel, shall notify the Unit Chairperson and Business Representative of the Union in writing immediately of the engagement of any new employees and their job classification in the bargaining unit. When said employee is declared a regular employee at the end of his or her probationary period, the Unit Chairperson and Business Representative of the Union shall again be notified in writing.

17.02 The Company will provide to the Unit Chairperson and Business Representative of the Union an updated listing of employee's addresses as required.

ARTICLE 18 HOURS OF WORK

18.01 The normal hours of work for Office Employees covered by this agreement shall be 35 hours, Monday through Friday. The normal hours of work shall be from 8:30 a.m. to 4:30 p.m. with a 1 hour unpaid lunch period that will be assigned between 12:00 p.m. and 2:00 p.m. General Clerk I's will have their lunch period assigned between 11:45 p.m. and 2:15 p.m.

18.02 The normal hours of work for Day Workers shall be 40 hours per week, from 8:00 a.m. to 4:00 p.m. for the first 5 days of the week, Monday to Friday, with a 20 minute paid lunch taken approximately in the middle of the work period, either on the job site or at the nearest appropriate Hydro Building.

18.03 The word Day Workers where it appears in this agreement is defined as employees employed in the Underground Department, Overhead Department, Meter Department, Stores Department, Garage Employees, Meter Readers, Water Heater Service Employee and Day Shift Operator.

18.04 The normal work week for Shift Workers shall be one of 40 hours for the purposes of this contract shall be represented in the equivalent of 5, 8 hour shifts per week. For mutual convenience of the Employer and Union, modified work schedules may be developed which affect the number of hours worked in any given shift. In these cases the aggregate hours worked over the duration of the schedule cycle shall be equivalent to that of an 8 hour shift schedule. Employees assigned to Trouble duties shall have the option to be paid the aggregate hours at straight time rate.

18.05 The word Shift Workers where it appears in this agreement is defined as employees in the Operating Department and those assigned to work as Troublemens.

18.06 The normal work week for full time Building Maintenance employees shall be one of 40 hours consisting of 5, 8 hour shifts, with a 20 minute paid lunch taken approximately in the middle of the work period.

18.07 The normal hours of work for the part-time Cleaning Staff shall be 22 hours per week spread over 5 shifts Monday to Friday. No regular shift shall exceed 5 hours. The starting and stopping times of each shift shall be established by the Employer.

18.08 The Company and the Union agree that changes to the hours of work in a particular department may be discussed during the duration of this agreement. Hours of work must be mutually agreed upon by the Union and Company before any changes occur. The Company must give written notice to the Union that they wish to discuss permanent change of hours of work for any department.

18.09 The foregoing is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, week or otherwise.

ARTICLE 19 OVERTIME

19.01 Overtime will be paid at the rate of double the employee's normal rate excluding any shift premiums, for all hours worked doing normal duties outside of his or her regularly scheduled hours except as noted below.

19.02 , Distribution of Overtime: Management will endeavour to offer overtime as equally as practical to qualified bargaining unit employees. Each employee is expected to co-operate with the Company in the performance of such work unless the employee has a reason acceptable to the company for declining such work. The Company shall not exercise this right in an arbitrary or unfair manner. Distribution of overtime will

be based on parameters outlined in an appropriate Letter of Understanding.

19.03

- (a) Overtime will not be paid for any time outside of what is considered the employees normal working hours while attending Company approved training courses.
- (b) Overtime will not be paid for travelling time outside the employee's normal working hours when attending Company approved training courses.

19.04 Employees on shift, shall be paid a shift premium of \$0.50 per hour for all hours worked between 8:00 p.m. and 8:00 a.m.

19.05 Employees requested to report to work for training purposes, outside their normal work schedule shall be paid at their straight time rate.

19.06 Covering on shift—Regular day workers asked to work shift work beyond the regular daily or weekly hours shall be given the option of taking equal time off, at a time mutually agreed upon between the employee and his supervisor, or being paid at the straight time rate of the job, provided they have been given 24 hours notice of the upcoming work. If proper notice has not been given then the first shift so worked shall be paid at the double time rate of pay.

19.07 There shall be no pyramiding of the premiums under this Agreement.

19.08 In the event that a trouble shift must be filled due to an unforeseen vacancy, a regular troubleman shall be given the first opportunity to fill the vacant shift(s). All shifts worked outside of a troubleman's normal trouble shifts shall be at double time. Should a regular troubleman not be available article 19.06 shall apply.

19.09 Overtime work shall be distributed to employees who normally perform the work unless it directly affects the efficient operation of the business.

ARTICLE 20 REST PERIODS

20.01 Employees will be entitled to two rest periods, each of a total of 10 minutes duration, one in the first half and one in the second half of each working day.

20.02 An employee required to work continuous periods of emergency overtime will be entitled to and take rest periods, as follows:

8 to 16 hours – 6 hours
over 16 hours – 8 hours

20.03 Employees will generally not work any more than 16 continuous hours.

20.04 If an employee is called in and reports for emergency call-out work within 3 hours past the end of his regular shift, those 3 hours will be deemed as being continuous for the purpose of determining sleep time (clause 20.02), even though, those hours deemed continuous will be unpaid.

20.05 Day workers working overtime up until 02:00 Hr. will be expected to report to work for their next regular workday.

20.06 Day workers called-out before 02:00 Hr. and working after 02:00 Hr. will be given 4 hours rest period after the conclusion of the last call-out and before the start of the next regular working day.

20.07 Day workers called-out after 02:00 Hr. will be expected to report to work for their next regular workday.

20.08 Any portion of the recommended rest period falling within regular hours of work will be paid for at regular rates of pay, but always subject to approval by the Management, prior to the time being taken.

ARTICLE 21

ON-CALL DUTY AND MINIMUM CALL-OUT

21.01 A call-out occurs when an employee who is not at work is called upon to work and where he must respond immediately to the reporting point.

21.02 Qualified bargaining unit employees are required to perform "on-call" duties as and when designated on a rotating basis by their department head as outlined in a mutually agreed upon separate Letter of Understanding. "On-call" duty will be scheduled as equally as practical over the year.

21.03 There shall be no less than ~~two~~ (2) employees at all times designated to perform or "on-call" to perform trouble and switching duties.

21.04 An employee called out on an emergency call-out, will be paid at the overtime rate, which will start when he reaches the reporting point.

21.05 A minimum of 1-1/2 hours time, at the overtime rate, shall apply for overtime call-outs.

21.06 Where an employee who is not "on-call", is called-out on overtime, an additional 1/2 hours time at the overtime rate will be allowed, regardless of how long he took to reach the reporting point.

21.07 Those employees as and when designated, on a rotating basis, by the department head as being "on-call" shall receive a rate of \$1.75 per hour for all hours assigned as "on duty" or "on-call".

ARTICLE 22

DESIGNATED HOLIDAYS

22.01 The following holidays will be recognized by the Employer:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	1/2 day Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	1/2 day New Year's Eve

In the event the Municipality of the City of Hamilton proclaims Heritage Day, the Company will add such day to the list of paid holidays as outlined in 22.01.

22.02 If a holiday as specified in Article 22.01 falls on a Saturday or Sunday, it shall normally be observed on the immediate adjacent Friday or Monday for Day Workers. The day chosen for this observance shall be at the sole discretion of the Company.

22.03 An employee shall not be paid for a recognized holiday if:

- a) he fails to work on such holiday when he has been scheduled to do so, or
- b) he is absent without good cause in the opinion of his Supervisor, on the scheduled working day immediately preceding or following such holiday. The Supervisor's decision may be the subject of a grievance.

22.04 If a regular employee is required to work on any of the above recognized holidays he shall be paid at the rate of double time for all hours so worked in addition to holiday pay.

22.05

- (a) Shift workers will observe recognized holidays in 22.01 on the actual day.
- (b) Shift Workers will be entitled to the equivalent of 8 hours off with pay in lieu of an additional 8 hours pay, should a recognized holiday fall on his scheduled day off. Such lieu day shall be taken at the mutual agreement of the employee and his supervisor.

22.06 One additional paid holiday per year will be available to regular employees. This holiday may be taken on such day as the employee and his supervisor mutually agree upon, following reasonable advance notice on the part of the employee.

ARTICLE 23 VACATION

23.01 The vacation with pay schedule shall be as follows:

- (a) Employees with less than 1 years service as of June 30th in any year will be paid in accordance with the Employment Standards Act 1968 and the amendments thereto and the regulations established thereunder.
- (b) Employees with 1 years' service or over as of June 30th in any year shall receive 2 weeks vacation with pay during such year.
- (c) Employees with 3 years' service or over as of June 30th in any year shall receive 3 weeks vacation with pay during such year.
- (d) Employees with 8 years' service or over as of June 30th in any year shall receive 4 weeks vacation with pay during such year.
- (e) Employees with 15 years' service or over as of June 30th in any year shall receive 5 weeks vacation with pay during such year.

- (f) Employees with 21 years' service or over as of June 30th in any year shall receive 6 weeks vacation with pay during such year.
- (g) Employees with 28 years' service or over as of June 30th in any year shall receive 7 weeks vacation with pay during such year.

23.02 Employees entitled to additional vacation in accordance with Article 23.01 (e),(f) and (g) will have the option of taking the additional days pay or the additional vacation with pay. The time at which the additional vacation with pay may be taken shall be at the discretion of the Supervisor.

23.03 An employee after securing approval of his supervisor may carry over up to 5 days vacation to be taken prior to March 31st of the following year. These days to be declared before December 1st of the current year.

23.04

- (a) Employees who are absent without pay or on sick leave for a total of more than thirty (30) working days in a calendar year shall have their vacation entitlement prorated in the following vacation year on the first four (4) weeks of vacation pay entitlement only.
- (b) Employees who are absent due to an accepted W.S.I.B. claim shall not be prorated for the initial time lost due to the claim; all subsequent absences assigned to that claim shall be part of the proration calculation. The proration calculation shall be based on 261 working days per year. Calculation of days lost for proration purposes shall be the total of days lost in the calendar year preceding the year in which the employee's vacation is taken.

23.05 Application of Article 23.04 will exclude any employee on pregnancy or parental leave and any employee on approved Union business.

23.06 When an employee, through illness or injury while on vacation, is hospitalized for a period of three (3) or more regular working days, the employee will, upon return to work and presentation of proof of hospitalization by a medical doctor, be granted an extension of the vacation in exchange for sick leave credits, equal to the time allowed for such hospitalization, excluding the employee's normal weekend, at a time mutually agreed upon between the employee and Company.

ARTICLE 24 SICK LEAVE

24.01 An employee will accumulate sick leave on a month by month basis and carry over from year to year at the rate of 1-1/2 days per month based on a normal work week as defined in Article 18. As these sick days accumulate, month by month, they will be credited to this employee's "sick leave bank" and will be available to prevent loss of wages due to legitimate illness in the time at which they were accumulated, or any subsequent time.

24.02 If an employee retires or leaves the service of the Company for reason other than discharge for just cause, 1/2 of his accumulated sick leave credits as of January 1 1982, to a maximum of 35 weeks, will be paid at his then current rate to the employee or to his beneficiary.

24.03 The Company may grant leave of absence without pay for a maximum of 70 weeks to an employee who is sick, provided the sick leave and leave of absence do not exceed the employee's entitlement under article 4:05 (g).

24.04 An Employee who has been absent due to sickness may be required to submit a statement from his doctor stating he is in fit condition to return to work. If the Company requires additional medical documentation concerning the employee's ability to return to work, then this cost shall be borne by the Company.

24.05 In the event of sickness, which prevents an employee from reporting to work, he shall be responsible for informing his supervisor without delay. The employee shall be responsible when requested for securing proof satisfactory to the Company to verify his illness when absent as a result of sickness, before he is eligible for sick pay.

24.06 If an employee works elsewhere for gain during the hours he is normally employed at Hamilton Hydro Inc., that employee will be subject to dismissal.

24.07 An employee who successfully sues a third party for losses sustained during an absence for which sick leave credits were expended by the employer, is required to reimburse the employer to the full extent of that expenditure in exchange for reinstatement of equivalent sick leave credits.

ARTICLE 25 LEAVE OF ABSENCE

25.01 A request for leave of absence must be presented in writing to the Director of Human Resources at least 7 days in advance of the commencement of the leave of absence and such request must state the length of time required and the reason for the request.

25.02 When a personal leave of absence, save and except pregnancy and parental leave, exceeds 45 calendar days, the employee shall be responsible for all costs of benefits.

25.03 A leave of absence without pay insofar as the operation of the Company will permit, will be granted to duly appointed Union delegates to conventions, seminars, meetings, etc., when such leave is applied for in writing by the Union.

25.04 Pregnancy and parental leaves of absence without pay will be granted as provided by the Employment Standards Act of Ontario. Accordingly,

seniority and vacation entitlement will accrue. Regular benefits will continue to be paid by the Employer during pregnancy and parental leaves of absence unless the employee submits to the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.

25.05 The Company agrees that if an employee is elected or appointed to any public office he may receive leave of absence with no loss of seniority providing adjustments can be made to allow such time off work to fulfil the duties of that office.

25.06 If an employee works elsewhere for gain while on leave of absence, he will lose all seniority unless he has expressly requested and been granted leave for that specific purpose.

25.07 The Company may grant leave of absence without pay to an employee for personal reasons if in the opinion of the Company such request is genuine and valid.

ARTICLE 26 BEREAVEMENT LEAVE

26.01 In the case of death occurring in the family of a regular employee he shall be granted bereavement leave with pay for the purpose of attending the funeral and making funeral arrangements as follows:

- (a) In the case of a spouse, son or daughter bereavement leave shall be 5 days.
- (b) In the case of a mother, father, sister, brother, step-mother, step-father, mother-in-law, father-in-law, son-in-law, daughter-in-law, bereavement leave shall be 3 days.
- (c) In the case of a grandparent, grandparent-in-law, grandchild, brother-in-law and sister-in-law, bereavement leave shall be 1 day.

- (d) Bereavement clause shall apply to common-law relationships provided the Human Resources Department has been previously notified of the relationship.

26.02 Bereavement leave will not be granted to employees when they are on vacation, a leave of absence, their regular days off and off due to illness or accident. The amount of bereavement leave as shown in (a), (b) and (c) is to prevent a loss of regular wages during the normal work week and is not a guarantee for automatic time off regardless of when a death might occur. The amount of bereavement leave with pay shall not be deducted from the employee's sick pay allowance.

ARTICLE 27 COURT DUTY

27.01 Employees who are required to serve on jury duty or are subpoenaed as a crown witness shall suffer no loss in their regular wages.

27.02 Shift workers shall not be required to work a scheduled shift during the same day that they qualify as above.

27.03 Employees absent for the above reasons must present proof of such service and remit to Hamilton Hydro Inc. the amount of compensation they received exclusive of mileage, meals or parking allowances.

ARTICLE 28 HEALTH AND WELFARE PLANS

28.01 The Company agrees to pay 100% of the cost of the monthly premiums and the Employer Health Tax for each regular employee and their eligible dependants for the following health and welfare plans:

- (a) Major Medical Plan including prescription drug coverage with \$8.50 cap on dispensing fee, semi-private hospital coverage and "deluxe" out of province coverage.

- (b) Vision Care: Vision care for prescription glasses or contact lenses to a maximum of \$250.00 every 24 months in year one of the contract and \$300.00 every 24 months in year two of the contract.
- (c) Dental Care: Equivalent to Blue Cross Dental Plan #7, Riders 1, 2, 3 (orthodontic) and 4 (Crowns and Caps) with a yearly update of the ODA schedule. Present maximums apply.
- (d) Physiotherapy fees not covered by Ontario Health Plan, to a maximum of \$1,500.00 per year.
- (e) Chiropractor fees to a maximum of \$500.00 per year.
- (f) Group Life insurance which provides a basic term benefit of 150% of annual wages with optional insurance available at the employee's expense.
- (g) Hearing Aid Plan (maximum \$300 per individual per five years).

28.02 Both parties agree that the employee's share of any rebate received by the Employer from a premium reduction under the Employment Insurance Act, will be deemed to have been applied against other benefits.

28.03 The above coverage shall be extended to the legal spouse and dependent children of deceased regular employees.

28.04 The Company has the right to change carriers provided equal or improved coverage is provided.

ARTICLE 29

PENSION PLANS

29.01 All eligible employees shall participate on an equally shared basis with the Company from date of hire, in the following pension plans:

- a) Canada Pension Plan, and
- b) OMERS Basic FAE on such terms as the OMERS Board may designate.

29.02 It is further agreed that the terms and conditions of the OMERS pension plan are established by the OMERS Board and legislated by the Province of Ontario and are not subject for negotiations between the Union and the Company.

ARTICLE 30 CLOTHING, TOOLS AND EQUIPMENT

30.01 A safety footwear allowance shall be paid in September of each year to all regular employees who are required to wear safety footwear as a condition of employment. Employees in the Overhead and Underground departments shall receive \$140.00 annually. Employees in other departments required to wear safety footwear shall receive \$100.00 annually.

30.02 Gloves shall be supplied by the Employer to those employees who in their superintendent's opinion require them due to the nature of their work. Replacements will be issued when the originals are unfit and are turned in, otherwise the employee will bear the cost of replacement.

30.03 The Company shall supply and clean the following protective clothing:

- a) Overhead Linemen - combination equaling 3 sets of Fire Retardant orangewear. (A set consists of one coveralls or one overall and jacket).
- b) Overhead truck drivers - combination equaling 3 sets of FR orangewear.
- c) Underground, splicers, labourers, truck drivers, locators - combination equaling 3 sets FR orangewear and FR orangewear coveralls.

- d) Storekeeper – FR orangewear jacket and smock
- e) Garage mechanics – FR coveralls and FR orangewear jacket.

30.04 The Company shall supply only, the following:

- a) Designated employees in the Overhead and Underground departments – 3 long sleeved shirts annually,
- b) Meter Department – one FR rated jacket
- c) Designated employees in Engineering Department – one orangewear jacket
- d) Designated employees in Operating Department – One FR rated shirt

Clothing provided in (b), (c), and (d) above will be replaced when required.

30.05 No employee is required to use defective equipment but is required to immediately report to the foreman any such defective equipment. As climbing equipment, belts, pole straps, spurs, and straps become defective, they will be replaced by the Employer and remain the property of the Employer. All employees have a responsibility to work safely and shall adhere to the regulations as prescribed in the EUSA Rule Book or the appropriate Province of Ontario legislation whichever offers the best protection. Failure to comply with these regulations may result in disciplinary action, provided that such action may be subject to the grievance procedure.

30.06 Tools and Equipment: Employees in all departments will supply their own hand tools of Company approved design for safety. The Company will replace personal tools as defined when worn out or damaged on Company work, where the employee shows that he has taken reasonable care and responsibility.

ARTICLE 31
MEALS

31.01 Meal allowance in the amount of \$11.00 will be given for all approved claims. This allowance will be paid as a separate item on the employee's weekly pay.

31.02 Meal allowance will be paid as follows:

Call-out Overtime

- (a) If an employee reports for work less than 4 hours before the start of his regular shift, he shall receive a meal allowance. Time will not be deducted while eating his meal. If he continues his regular work without returning home, he will also be supplied with a meal allowance for his regular mealtime on his shift. He shall receive his overtime rate of pay in accordance with clause 19.01

- (b) An employee called out to work shall be provided a meal break and allowance for each consecutive 4 hours of work. Such meal will be taken at a suitable time and no time shall be deducted unless the job is complete, in which case his time shall cease when he leaves the reporting point.

Other Overtime

- (c) An employee working 2 hours or more before his regular shift shall be given a meal allowance.

- (d) An employee working 3 hours or more after his regular shift shall be given a meal allowance and every 4 hours thereafter.

- (e) An employee working 11 hours or more on a day, which is not his regular workday, shall be given a meal allowance. This shall not apply to employees working a 12 hour shift.

- (f) Time will not be deducted while eating the above meals.

ARTICLE 32

WORKERS' COMPENSATION

32.01 Employees will be paid their regular wages on the first day of an on the job injury. Beyond the first day, compensation will be paid by the W.S.I.B. directly to the employee. Employees may apply to Human Resources for advances, outside the regular payroll, in cases where delays arise. It is understood that any advances will be based on what the employee would have received from W.S.I.B. and are subject to availability of time in the employee's sick bank. Upon payment by W.S.I.B., reimbursement is to be made in the amount paid out from the above.

32.02 During an absence covered by W.S.I.B, an employee may elect to purchase the OMERS credited service, and if this election is made, the Company will match the OMERS contributions.

32.03 If an employee has been assessed by the W.S.I.B. as having a permanent partial disability and is unable to return to his regular job, the company will assign this employee to another vacant position within Hamilton Hydro Inc. This assignment will be made outside of the normal job posting procedures and shall not be the subject of a grievance or arbitration. Employees so affected by this clause shall be physically able to perform the work assigned and possess the minimum qualifications for the job in question.

32.04 An employee who suffers an injury on the job, i.e. a compensable injury, and who is recalled to work and temporarily assigned to a job other than his regular job, will, for a ~~period~~ of up to 6 months, receive a rate of pay, inclusive of compensation payments, if any, equivalent to the rate of pay he was receiving at the time of his injury. After the expiration of such 6 months period he shall be paid the rate of the job to which he is temporarily assigned. In no event shall the injured employee receive from W.S.I.B. and the Company an amount that exceeds

the employee's regular straight time weekly wages at the time of injury, unless the employee is assigned to a higher classification, at which time he will be paid the appropriate classification rate.

ARTICLE 33

TEMPORARY ACTING CLASSIFICATION

33.01 Payment for "temporary acting classification positions or supervision" will commence only after one full day has been spent in such position or classification. This does not apply to emergency call-out conditions or where such transfer is made for the purpose of training or instructions. The payment to which an employee who qualifies pursuant to the provisions of this Article 33.01 is entitled, shall be:

- (a) If the temporary acting classification position or supervision is within the bargaining unit he shall receive the rate of pay of that classification.
- (b) If the "temporary acting classification position or supervision" is that of "Foreman", he shall receive the starting Foreman rate. In the Meter Department, an employee in a supervisory position outside the bargaining unit shall receive the "mid-rate" of the position unless such "mid-rate" results in a rate which exceeds the starting Line Foreman rate, in which case he would receive the starting Line Foreman rate.
- (c) If the "temporary acting classification position or supervision" is other than "Foreman", and is outside the bargaining unit, he shall receive his own rate of pay plus a premium of fifteen percent (15%) thereof.

ARTICLE 34

INCLEMENT WEATHER

34.01 No time shall be lost as a result of adverse weather conditions by an employee who reports for work.

34.02 The department manager or in his absence the foreman/lead hand shall determine if weather is suitable for working. Where a decision is made on site to cease work, this shall be communicated as soon as possible to the department manager.

34.03 Employees called upon to work in wet weather shall be provided with suitable rainwear as determined by the Company.

ARTICLE 35 CLASSIFICATIONS AND WAGES

35.01 The attached Schedule 'A' and Schedule 'B' covering job classifications and hourly rates of pay will be part of this Agreement.

35.02 All wages will be paid by direct deposit into employee's bank account each Friday.

35.03 Employees will normally progress from minimum to maximum hourly rate of pay in accordance with the time periods set out in Schedule 'B'. Progressions within each job classification are not automatic but subject to satisfactory performance.

35.04 In the event that an employee does not make satisfactory progress during a normal time period, that time period will be extended for a period of up to 6 additional months during which the employee's progress will be reviewed. If the employee makes satisfactory progress during review, the advance withheld will be granted at the end of the extended period and, in the event of continued satisfactory progress, the normal progression time periods will resume from that date. The employee whose normal advance is withheld will be given a written explanation.

ARTICLE 36 COST OF LIVING ESCALATOR

36.01 The Cost of Living Adjustment will be operative for the period July 1, 2002 to June 30, 2003 which is the period of time in which the inflation rate will be measured. The consumer Price Index (CPI) for Ontario (1992 = 100) published by Statistics Canada will be the basis for calculating the rate of inflation and any subsequent wage schedule adjustments.

This C.O.L.A. clause will activate when the rate of inflation as measured by Statistics Canada from July 1, 2002 to June 30, 2003 increases by 3.0%; then for every full 1% increase in the rate of inflation over the July 2002 number, there will be a 1% adjustment to the wage schedule measured quarterly. The adjustment to the wage schedule will not exceed 3%.

Any adjustment to the wage schedule will be effective on the first pay period following the publication date.

This clause will terminate June 30, 2003 except that if the published figure in July 2003 (measuring June 2003) triggers an adjustment, such adjustment will be retroactive to June 30, 2003.

ARTICLE 37 DURATION

37.01 This agreement shall become effective on the 1st day of July 2001 and shall remain in full force and effect until the 30th day of June 2003, and shall continue to operate automatically thereafter during annual periods of one year each, unless either party notifies the other in writing not less than thirty days and not more than ninety days prior to the expiration date, that a revision or discontinuance is desired.

37.02 During the first year of this agreement the parties agree to discuss the mutual implementation of a

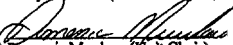
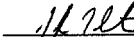
variable pay plan which would financially reward employees for achieving corporate goals.

DULY EXECUTED by the parties thereto at the City of Hamilton on the 3rd day of October, 2001.

FOR I.B.E.W. LOCAL 636



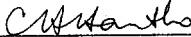
Tracy O'Meara (Business Agent)


Domenic Murdaca (Unit Chair)

Committee Member


Committee Member
Committee Member
Committee Member
Committee Member

FOR HAMILTON HYDRO INC



Charles Hantho (Chair)


Art Leitch (President & C.E.O.)

SCHEDULE 'A' WAGE RATES

July 1/01 July 1/02

Construction Clerk (Nebo)	\$20.90	\$21.53
Construction Clerk, 2nd 6 mos. (Nebo)	19.84	20.44
Construction Clerk, 1st 6 mos. (Nebo)	18.80	19.36

OVERHEAD

Lead Hand	28.94	29.81
Troubleman	28.94	29.81
Lineman - 1st Class	26.74	27.54
Lineman - 2nd Class	24.78	25.52
Lineman - 3rd Class	22.63	23.31
Lineman Learner - 3rd 6 mos.	20.53	21.15
Lineman Learner - 2nd 6 mos.	18.62	19.18
Service Lineman	23.76	24.47
Overhead Labourer	19.83	20.42
Overhead Labourer - 2nd 6 mos.	18.23	18.78
Overhead Labourer - 1st 6 mos.	17.38	17.90
Truck Driver - 1st Class "A"	23.07	23.76
Truck Driver - 1st Class "B"	22.00	22.66
Truck Driver - 2nd Class	21.37	22.01
Truck Driver - 3rd Class	19.83	20.42

NOTE:

1. Relief Troubleman shall be paid \$28.94 per hour July 1/01, and \$29.81 per hour July 1/02 for each full day on trouble as regular relief shift.
2. **An** Overhead Labourer hired to become a Lineman will progress from "Overhead Labourer, 1st 6 months" through to "Lineman, 3rd Class" within the times shown subject to the following qualifications and conditions:
 - a) An employee in "Lineman Learner, 2nd 6 months" shall be on trial basis only, and if the employee's performance in such category is not satisfactory, he may be dismissed.

- b) Subject to the foregoing, an employee who does not make satisfactory progress in a Lineman Learner category may have his advancement withheld for a period of 6 months. Should progression thereby be withheld, the Company shall notify the employee and give the reasons for withholding progression. A re-evaluation will be made within 6 months from the date on which progression was first withheld. If his progress is still not satisfactory, the Company shall have the right to dismiss him, assign him to other duties or hold him in current position.
3. Upon the recommendation of the Supervisor, a Lineman, 3rd Class will be promoted to Lineman, 2nd Class.
 4. A 2nd Class Lineman will advance to 1st Class after ten months of on the job service, following successful completion of Stage 4 of the training school, and on the recommendation of the Supervisor.
 5. Appointment to the position of Lead Hand shall be made on the recommendation of the Supervisor and successful completion of courses, Introduction to Supervision and Effective Supervision or equivalent (for those chosen beyond the first appointments to this position). Those employees appointed to Lead Hand on a temporary basis shall receive the same rate as a full time appointee. With qualifications, skill and ability to perform the job given full consideration, the employee with the greatest seniority will be given the appointment.

UNDERGROUND

Lead Hand	\$28.94	\$29.81
Substation Maintenance Man - 1st Class	26.74	27.54
Substation Maintenance Man - 2nd Class	24.78	25.52
Substation Maintenance Man - 3rd Class	22.63	23.31
Substation Maintenance Man - 3rd 6 mos.	20.53	21.15
Substation Maintenance Man - 2nd 6 mos.	18.62	19.18
Cableman - 1st Class	26.74	27.54
Cableman - 2nd Class	24.78	25.52
Cableman - 3rd Class	22.63	23.31
Cableman - 3rd 6 mos.	20.53	21.15
Cableman - 2nd 6 mos.	18.62	19.18
Transformer Maintenance Man - 1st Class	26.74	27.54
Transformer Maintenance Man - 2nd Class	24.78	25.52
Transformer Maintenance Man - 3rd Class	22.63	23.31
Transformer Maintenance Man - 3rd 6 mos.	20.53	21.15
Transformer Maintenance Man - 2nd 6 mos.	18.62	19.18
Underground Labourer	19.83	20.42
Underground Labourer - 2nd 6 mos.	18.23	18.78
Underground Labourer - 1st 6 mos.	17.38	17.90
Cable Locator	23.71	24.42
Truck Driver - 1st Class "A"	23.07	23.76
Truck Driver - 1st Class "B"	22.00	22.66
Truck Driver - 2nd Class	21.37	22.01
Truck Driver - 3rd Class	19.83	20.42
Utility Vac Truck, 1st Class "A"	23.07	23.76
Utility Vac Truck, 2nd Class	21.37	22.01
Utility Vac Truck, 3rd Class	19.83	20.42

NOTE:

1. An Underground Labourer hired to become a Cableman, Substation Maintenance Man or Transformer Maintenance Man will progress from "Underground Labourer - 1st 6 months" to "Cableman, Substation Maintenance Man, or Transformer Maintenance Man - 3rd Class" within the times shown, subject to the following qualifications and conditions:
 - a) An employee in "Cableman, Substation Maintenance Man or Transformer Maintenance Man - 2nd 6 months" shall be on trial basis only, and if the employee's performance in such category is not satisfactory, he may be dismissed.
 - b) Subject to the foregoing, an employee who does not make satisfactory progress in a "Cableman, Substation Maintenance Man or Transformer Maintenance Man" category may have his advancement withheld for a period of 6 months. Should progression thereby be withheld, the Company shall notify the employee and give the reasons for withholding progression. A re-evaluation will be made within 6 months from the date on which progression was first withheld. If his progress is still not satisfactory, the Company shall have the right to dismiss him, assign him to other duties, or hold him in current position.
2. Upon the recommendation of the Supervisor, a "Cableman, Substation Maintenance Man or Transformer Maintenance Man - 3rd Class" will be promoted to "Cableman, Substation Maintenance Man or Transformer Maintenance Man - 2nd Class".
3. Operators of Trucks #4 and #8 will be paid at the Truck Driver Second Class rate. Operators of hydraulic equipped trucks #19, #31, #40, #53 and #55 will be paid at the Truck Driver "A" rate.

4. Appointment to the position of Lead Hand shall be made on the recommendation of the Supervisor and successful completion of courses, Introduction to Supervision and Effective Supervision or equivalent (for those chosen beyond the first appointments to this position). Those employees appointed to Lead Hand on a temporary basis shall receive the same rate as a full time appointee. With qualifications, skill and ability to perform the job given full consideration, the employee with the greatest seniority will be given the appointment.

5. Subject to successful completion of the M.E.A. Training Program and upon recommendation of the Underground Manager, Cableman, 2nd Class, Substation Maintenance Man, 2nd Class, or Transformer Maintenance Man, 2nd Class shall progress to Cableman, 1st Class, Substation Maintenance Man, 1st Class or Transformer Maintenance Man, 1st Class.

July 1/01 July 1/02

METER

Meterman - 1st Class	\$26.74	\$27.54
Meterman - 2nd Class	24.78	25.52
Meterman - 3rd Class	22.63	23.31
Meterman Learner - 3rd 6 mos.	19.83	20.42
Meterman Learner - 2nd 6 mos.	18.23	18.78
Meterman Learner - 1st 6 mos.	17.38	17.90
Meter Department Clerk	19.83	20.42
Meter Department Clerk - 2nd 6 mos.	18.23	18.78
Meter Department Clerk - 1st 6 mos.	17.38	17.90

NOTE:

1. "A Meterman, 1st 6 months" hired to become a "Meterman" will progress from "Meterman, 1st 6 months" to "Meterman, 3rd Class" within the times shown:
 - a) An employee in "Meterman, 2nd 6 months" shall be on trial basis only, and if the employee's performance in such category is not satisfactory, he may be dismissed.
 - b) Subject to the foregoing, an employee who does not make satisfactory progress in an inexperienced category may have his advancement withheld for a period of 6 months. Should progression thereby be withheld, the Company shall notify the employee and give the reasons for withholding progression. A re-evaluation will be made within 6 months from the date on which progression was first withheld. If his progress is still not satisfactory, the Company shall have the right to dismiss him, assign him to other duties or hold him in current position.
2. Upon recommendation of the Supervisor, a "Meterman, 3rd Class" will be promoted to "Meterman, 2nd Class".
3. Subject to successful completion of the M.E.A. Training Program or equivalent and upon the recommendation of the Meter Department Supervisor, a "Meterman, 2nd Class" shall progress to "Meterman, 1st Class".

July 1/01 July 1/02**OPERATING**

Team Leader	\$30.57	\$31.49
Temporary Team Leader	29.76	30.65
Day Shift Operator	29.76	30.65
OP-1	28.64	29.50
OP-2	27.54	28.37
OP-3	24.47	25.20
OP-4	22.25	22.92
OP-4, 3rd year	21.15	21.78
OP-4, 2nd year	20.30	20.91
OP-4, 2nd 6 mos.	19.46	20.04
OP-4, 1st 6 mos.	18.23	18.78

NOTE

1. An "OP-4, 1st 6 months" hired to become an "OP1" will progress from "OP-4" within the times shown
 - a) An employee in "OP-4, 2nd 6 months" shall be on a trial basis only, and if the employees performance in such category is not satisfactory, he may be dismissed.
 - b) Subject to the foregoing, an employee who does not make satisfactory progress in the "OP-4" category may have his advancement withheld for a period of 6 months. Should progression thereby be withheld, the Company shall notify the employee and give the reasons for withholding progression. A re-evaluation will be made within 6 months from the date on which progression was first withheld. If his progress is still not satisfactory, the Company shall have the right to dismiss him, assign him to other duties or hold him in current position.
2. Subject to satisfactory progress and upon the recommendation of the Supervisor, an "OP-4" will be promoted to "OP-3".

3. Subject to satisfactory progress in the Operator Development Program and upon the recommendation of the Supervisor, an "OP-3" will be promoted to "OP-2".
4. a) Subject to successful completion of the M.E.A. Training Program and upon the recommendation of the Supervisor, OP-2's shall progress to OP-1's.
- b) Appointment to the position of Team Leader of which there are up to four (4), shall be made on the recommendation of the Supervisor and successful completion of the Senior Shift Operators Supervisory Program or equivalent course as determined by the Company. With qualifications, skill and ability to perform the job given full consideration, the employee with the greatest seniority will be given the appointment.

July 1/01 July 1/02

METER READERS

Meter Reader	\$18.71	\$19.27
Meter Reader - 2nd 6 mos.	17.76	18.29
Meter Reader - 1st 6 mos.	16.84	17.35
Load Inspector	22.64	23.32

STORES

Assistant Storekeeper	22.79	23.47
1st Class Storekeeper	20.57	21.19
2nd Class Storekeeper	19.95	20.55
Storeman - 2nd 6 mos.	18.23	18.78
Storeman - 1st 6 mos.	17.38	17.90

NOTE

After 1 year service in the Stores Department and on the recommendation of the Stores Manager, an employee will advance from Storeman to 2nd Class Storekeeper.

SERVICE BUILDING MAINTENANCE

Service Building Maintenance Man	\$20.90	\$21.53
Ser. Bldg. Mtce. Man - 2nd 6 mos.	18.87	19.44
Ser. Bldg. Mtce. Man - 1st 6 mos.	17.15	17.66
Building Man	19.83	20.42
Building Man - 2nd 6 mos.	18.23	18.78
Building Man - 1st 6 mos.	17.38	17.90
Cleaner (Parttime)	15.05	15.50
Cleaner - 2nd 6 mos.	14.30	14.73
Cleaner - 1st 6 mos.	13.56	13.97

GARAGE

Mechanic "A" License	\$25.28	\$26.04
2nd 6 months	21.37	22.01
1st 6 months	20.09	20.69
Garage Maintenance Man	21.56	22.21
2nd 6 months	20.32	20.93
1st 6 month	19.07	19.64
Garage Clerk	19.83	20.42
Garage Clerk, 2nd 6 months	18.23	18.78
Garage Clerk, 1st 6 months	17.38	17.90

CUSTOMER SERVICE

(Water Heater Service)

Water Heater Serviceman	\$24.42	\$25.15
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		SCHEDULE 'B'				
	EFFECTIVE	START	AFTER 6 Mos. IN THE GRADE	AFTER 1st Year IN THE GRADE	AFTER 2nd Year IN THE GRADE	AFTER 3rd Year IN THE GRADE
GRADE (1)						
General Clerk III	July 1/01	13.56	14.30	15.05		
	July 1/02	13.97	14.73	15.50		
GRADE (2)						
General Clerk II,	July 1/01	15.05		15.89	16.72	
Meter Support Clerk	July 1/02	15.50		16.37	17.22	
GRADE (3)						
Cashier, Switchboard	July 1/01	16.29		17.19	18.11	
Operator	July 1/02	16.78		17.71	18.65	
GRADE (4)						
Junior Cust. Serv. Clerk,	July 1/01	16.84		17.76	18.71	
Key Clerk, A/P Clerk, Pre-Authorized Clerk, Accounts Clerk	July 1/02	17.35		18.29	19.27	

	EFFECTIVE	START	AFTER 6 Mos. IN THE GRADE	AFTER 1st Year IN THE GRADE	AFTER 2nd Year IN THE GRADE	AFTER 3rd Year IN THE GRADE
GRADE (5)						
Steno. Clerk Typist,	July 1/01	17.85		18.86	19.83	
Misc. Billing Clerk,	July 1/02	18.39		19.43	20.42	
Bud Operator						
GRADE (6)						
Eng. Clerk,	July 1/01	18.80		19.84	20.90	
General Clerk I	July 1/02	19.36		20.44	21.53	
GRADE (7)						
Sr. Cust. Serv. Clerk,	July 1/01	19.08		20.54	21.98	
Head Cashier,	July 1/02	19.65		21.16	22.64	
Eng. Draftsperson						
GRADE (8)						
Console Op.,	July 1/01	20.54		21.98	23.46	24.93
P.C. Tech.,	July 1/02	21.16		22.64	24.16	25.68
Eng. Records Co.,						
Eng. Tech. 2						

	EFFECTIVE	START	AFTER 6 Mos. IN THE GRADE	AFTER 1st Year IN THE GRADE	AFTER 2nd Year IN THE GRADE	AFTER 3rd Year IN THE GRADE
GRADE (9)						
Eng. Tech. 1, Head	July 1/01	23.46		24.93	26.40	27.87
Billing Clerk, Acct.	July 1/02	24.16		25.68	27.19	28.71
Analyst, MV-90 Operator, Purchasing Assistant, Payroll Analyst, Sr. P.C. Tech., C.I.S. Analyst						
GRADE (10)						
Engineering	July 1/01	26.40		27.87	29.32	30.79
Technologist, Rates Analyst	July 1/02	27.19		28.71	30.20	31.71

When an employee is promoted to a Job in a higher grade, he will be paid at the rate in the range of the new grade, which is closest to a 3% increase in the rate he was receiving in his prior classification.

General Clerk III will be considered the entry level position for all clerical employees. The junior person in this category shall, after attaining seniority, be assigned mail messenger duties and not progress past the maximum rate of General Clerk III until a vacancy occurs.

Clerk II and III shall perform the following functions: Inspection Desk, Collection Follow-up, Solicitors Inquiries, Collection Phone Calls, Contract Follow-up, Information Desk.

Fully trained staff will be given the opportunity, based on seniority, to do these functions. When a vacancy becomes available, the opportunity to fill it will be given, based on seniority within this whole group.

All General Clerks in the Customer Services Department except General Clerk I may be required to perform customer service duties not to exceed 30% of the regular years' employment.

Permanent, main lobby customer service functions are offered to General Clerk I employees on a seniority basis.

An employee designated as a Trainee who does not make satisfactory progress in a category may have his advancement (i.e. rate increase) withheld for a period of ~~six~~ months. Should progression thereby ~~be~~ withheld, the Company shall notify the employee and give the reasons therefore. The Company will make a re-evaluation within six months from the date at which progression was first withheld. If his progress is still not Satisfactory, the Company shall have the right to dismiss him, assign him to other duties or hold him at a current rate.

An Engineering Technician I shall progress to the Engineering Technologist level, upon completion of a 3 year diploma course (or equivalent) in an appropriate discipline, obtainment of C. Tech. or higher designation from OACETT, and upon the recommendation of the supervisor.

Letter of Understanding #1

I.B.E.W. Local 636
25 Trent Avenue
Toronto, Ontario
M4C 5C6

ATTENTION: Mr. Domenic Murdaca
Unit Chairperson

Dear Mr. Murdaca:

This letter of understanding will confirm our understanding in regards to payment of a temporary rate of pay to all employees in Schedule "B", Grades 2 to 7.

Upon satisfactory completion of training and upon the recommendation of the Department Manager, employees shall receive the top rate of the job class they are assigned to, if the job is between Grade 2 to 7.

For those assigned to temporary jobs in Grades 8 and 9, they shall receive the "After 1st Year in the Grade" rate.

Yours truly,



M. G. Kwint, P. Eng.
VP Amalgamation

MGK:lb

Letter of Understanding #2

I.B.E.W. Local 636
25 Trent Avenue
Toronto, Ontario
M4C 5C6

ATTENTION: Mr. Domenic Murdaca
Unit Chairperson

Dear Mr. Murdaca:

As agreed to during our negotiations of 1989, this letter is to advise that Mr. Steve Shipton, for as long as he is in the employ of Hamilton Hydro in the position of service lineman, will continue to receive a premium of \$0.25 per hour over the rate specified in the Collective Agreement.

No other employee will be eligible for this rate.

Yours truly,



M. G. Kwint, P Eng.
VP Amalgamation

MGK:lb

Letter of Understanding #3

I.B.E.W. Local 636
25 Trent Avenue
Toronto, Ontario
M4C 5C6

ATTENTION: Mr. Domenic Murdaca
Unit Chairperson

Dear Mr. Murdaca:

In the event that there is a merger with another Commission, Company or Companies, in which the covered employees therein are represented by another Union, the representation rights and collective agreement in respect of those members and the status quo of Local 636 IBEW members shall be maintained 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.

Should the Company merge, amalgamate or combine any of its operations or functions with another Commission, 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.

Yours truly,



M.G. Kwint, P. Eng
VP Amalgamation.

MGK:lb

Letter of Understanding #4

I.B.E.W. Local 636
25 Trent Avenue
Toronto, Ontario
M4C 5C6

ATTENTION: Mr. Domenic Murdaca
Unit Chairperson

Dear Mr. Murdaca:

As agreed to during our pay equity evaluations, the rates of pay for the "Meter Reader" have been adjusted to reflect the evaluation.

It has also been agreed that the following incumbents (as long as they are in the position) will have their rate of pay maintained at their present level and will receive the same general increase as applicable to other employees.

	July 1, 2001	July 1, 2002
Meter Readers		
- J. Murray	\$22.21	\$22.88
- D. Billington	22.21	22.88
- B. Barr	22.21	22.88

Yours truly,

M.G. Kwint, P. Eng.
VP Amalgamation

MGK:lb

Letter of Understanding #5

I.B.E.W. Local 636
25 Trent Avenue
Toronto, Ontario
M4C 5C6

ATTENTION: Mr. Domenic Murdaca
Unit Chairperson

Dear Mr. Murdaca:

RE: Troubleman

This letter of understanding is to clarify and set down the situation concerning those employees engaged in trouble work at Hamilton Hydro.

R. Ledger will continue to work at his present duties on his present shift schedule, unless for some reason his employment at Hamilton Hydro ceases, at least for the duration of the current contract, to June 30, 2003. Any other employee assigned to Troubleman duties as a replacement for him, will be subject to the stipulation laid out in this paragraph.

Prior to negotiations for the next Collective Agreement which will have a starting date of July 1, 2003 further discussions between Local #636 and Management will take place to review the status of the Troublemens and the future disposition of their duties.

Yours truly,



M. G. Kwint, P. Eng.
VP Amalgamation

MGK:lb

Letter of Understanding #6

I.B.E.W. Local 636
25 Trent Avenue
Toronto, Ontario
M4C 5C6

ATTENTION: Mr. Domenic Murdaca
Unit Chairperson

Dear Mr. Murdaca:

RE: Hamilton Hydro Retirees

This letter of understanding is to advise the members of Local 636 I.B.E.W. that Hamilton Hydro Inc. will continue its policy of providing benefit coverage to its retired employees as noted below.

Employees hired after the signing of this contract will have retiree benefits as noted below provided from retirement to the age of 65.

Future retirees, to be eligible for retiree benefits, must have been employed for a minimum of 20 years with Hamilton Hydro Inc. or its predecessors.

Existing retirees of Stoney Creek, Dundas, and Ancaster will continue to be covered by the existing terms and coverages they presently have.

The Company will provide the following "retiree" benefits to retirees and dependents as applicable at no cost:

- a) Major medical plan in effect on July 31, 1987, except removal of deductibles, \$8.50 cap on dispensing fees and removal of semi-private hospital coverage.
- b) Vision care maximum of \$275.00 every two years.
- c) Hearing aid plan maximum of \$300.00 every 5 years.

- d) Equivalent to Blue Cross Dental Rider #1 and #2 with a yearly up-date of the ODA Schedule,

Yours truly,



M. G. Kwint, P. Eng.
VP Amalgamation

MGK:lb

Letter of Understanding # 7

Letter of Understanding between I.B.E.W. Local 636
And
Hamilton Hydro Inc.

Pre-arranged Overtime

This letter of understanding between the above parties takes effect July 1st, 2001 and continues indefinitely or until a replacement is signed.

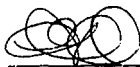
In keeping with the intent of article 19 of the agreement, pre-arranged overtime will be balanced in a calendar year as equally as practical within the work groups.

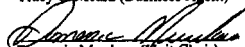
Pre-arranged overtime will normally be offered to employees with the least amount of pre-arranged hours worked (as noted in b) below). Overtime, which is sometimes a continuation of a days work or is part of a large project which has been assigned to a specific area, may result in exceptions to not offering it to the employees with the least totals.

In order to monitor the above, a monthly list, per the attached sample, will be posted in each department. The Overhead and Underground departments will post a full employee list, weekly in each work center. This list will detail the following information:

- Employee name and classification (and work group where applicable)
- Running total of pre-arranged hours worked (includes pre-arranged hours declined)
- Running total of pre-arranged hours declined.

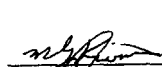
For Union

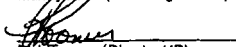


Tracy O'Meara (Business Agent)

Domenic Murdaca (Unit Chair)

For Hamilton Hydro



Murray Kwint (VP Amalgamation)

Rick Toomer (Director HR)

Letter of Understanding #8

Letter of Understanding between I.B.E.W. Local 636
And
Hamilton Hydro Inc.

Emergency "On-Call" in Overhead and Underground Departments

This letter of understanding between the above parties takes effect July 1st, 2001 and continues indefinitely or until a replacement is signed.

District and Schedule

In keeping with the intent of Article 21 of the agreement, an annual emergency "On-Call" list will be posted in these two departments. This list will schedule qualified staff as equally as practical for the "on-call" duties as determined by management. For the Overhead Department the city will be divided into two areas, East and West and two lists set up accordingly,

In the Overhead Department, two linemen will go "on call" each weekend commencing at 16:00 Hr on each Friday, until 08:00 Hr the following Monday (or Tuesday on holiday weekends). Each on call team will consist of a Lead Hand or Temporary Lead Hand as part of the "on-call" team (total of 2 men per area). A truck driver may be added in the *peak* summer months or other times as necessary to work in either district,

All line staff will have equal opportunity/responsibility for "on call" shifts subject to the availability of qualified staff. The schedule will be set up to balance the experience levels of staff in the various areas of the system.

Each employee is responsible for the coverage of his assigned shift. Substitutions are permitted subject to the notification and permission of the department Manager.

Call Out

In responding to emergency calls, staff assigned to “troubleduties” will respond first to the call.

Should further assistance be required from the Overhead Department, the operators shall call out personnel as follows: (see attached schedule 1 for example)

- a) The “on call” team will be called out first during their scheduled “on call” duties and the week immediately following the weekend “On Call” shift.
- b) Should the “on call” team require additional staff the operators will then call out other staff in that district on a rotational basis. Operating will maintain a running list of who was called last and commence calling at the name immediately following the last person called.
- c) Should the operators be unsuccessful in contacting sufficient help after going through the complete list for that district, they will then contact the “B” list employees in that district.
- d) Should further help still be required they are to call the “on call” team in the other district followed by other staff in this other district as noted in b) and c) above.

In exceptional circumstances, the Department Manager is to be advised and may be consulted regarding calling out staff.

For work requiring staff from the Underground Department, present practice for calling and arranging “On-Call” will continue.

It is understood that it may be necessary to call in the “On-Call” staff in order to handle “firstcalls” should the work load exceed what the “Troublemens” are able to handle.

"B" List Employees

Staff may choose to place their name on a secondary list for call-outs, which would be used only when other staff in a specific district are not available. This list will be up-dated twice yearly, January 2nd and July 2nd. Employees may transfer "on" or "off" this list by notifying the Department Manager by December 15th and June 15th each year.

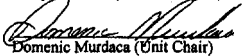
All staff, including the "B" list employees, will be responsible to go "on call".

There will be no further attempt to balance "On-Call" overtime.

For Union



Tracy O'Meara (Business Agent)



Domenic Murdaca (Unit Chair)

For Hamilton Hydro



Murray Kwint (VP Amalgamation)



Rick Toomer (Director HR)

Letter of Understanding #9

66

Letter of Understanding between I.B.E.W. Local 636
And
Hamilton Hydro Inc.

Committee to Review Lead Hand Responsibilities

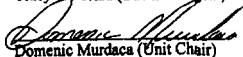
This letter of understanding between the above parties takes effect upon the signing of the agreement.

Both parties agree to form a joint committee to review the job responsibilities of the Lead Hand position with respect to that of the Foreman in the Overhead and Underground Departments.

For Union



Tracy O'Meara (Business Agent)

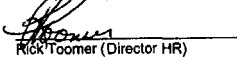


Domenic Murdaca (Unit Chair)

For Hamilton Hydro



Murray Kwint (VP Amalgamation)



Rick Toomer (Director HR)