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|-------------------|------|----|----|
| DATE | Ca. | | |
| START | 96 | 04 | 01 |
| END | 96 | 12 | 31 |
| NO. OF EMPLOYEES | 203 | | |
| NOMBRE D'EMPLOYÉS | L.N. | | |

AGREEMENT

between



**London
Hydro**

**THE HYDRO ELECTRIC COMMISSION
OF THE CITY OF LONDON**

and

Local 4, Members of

CANADIAN UNION OF PUBLIC EMPLOYEES

(London Hydro Electric Commission Employees)

NOV 15 1996

04098(07)

INDEX

| Article | Page |
|--|------|
| 20:00 Apprentices | 22 |
| 28:00 Bereavement Leave | 29 |
| 3:02 Bulletin Boards | 5 |
| 15:00 Bulletined Positions | 20 |
| 14:02 Call-Out Pay | 18 |
| 9:03 Complaints | 11 |
| 31:00 Contracting Out | 30 |
| 5:00 Definition of Employees | 8 |
| 5:03 Permanent | 8 |
| 5:02 Probationary | 8 |
| 5:01 Temporary | 8 |
| 9:02 Demotions | 11 |
| 24:01 Dental Plan | 26 |
| 19:00 Designated Trades | 22 |
| 4:00 Discrimination | 7 |
| 9:00 Discipline | 10 |
| 9:01 Discharge | 10 |
| 2:00 Duration of Agreement | 4 |
| 3:06 Employee Rights - Representation | 6 |
| 18:00 Experienced Help | 22 |
| 32:00 General Notes | 30 |
| 10:00 Grievance Procedure | 11 |
| 13:00 Hours of Work | 15 |
| 13:02 Normal Work Day | 15 |
| 13:01 Normal Work Week | 15 |
| 13:03 Shift Conditions | 16 |
| 12:07 Illness During Vacation | 14 |
| 29:00 Jury and Witness Duty | 29 |
| 7:00 Layoff | 9 |
| 20:00 Learners | 22 |
| Leave of Absence | |
| 28:00 Bereavement | 29 |
| 3:07 Union Personnel | 6 |
| 26:04 Life Insurance | 28 |
| 24:03 Long Term Disability' Insurance (L.T.D.I.) | 27 |
| 13:03 Lunch Periods | 17 |
| 8:00 Management Rights | 10 |
| 23:06 Maternity and Parental Leave | 25 |
| 14:06 Meal Allowance | 19 |
| 24:00 Medical Plans | 26 |
| 23:07 Medical and Dental Appointments | 26 |
| 14:07 Notice of Overtime | 19 |
| 13:03 Occasional Shifts | 16 |

INDEX

| Article | Page |
|--|------|
| 24:01 Ontario Health Insurance Plan (OHIP) | 26 |
| 32:00 Outside Facilities | 30 |
| 14:01 Overtime | 18 |
| 13:03 Overtime - Shift Workers | 16 |
| 11:00 Paid Holidays | 12 |
| 23:06 Parental and Maternity Leave | 25 |
| 17:00 Pay Period | 22 |
| 26:00 Pension and Insurance Plans | 28 |
| 10:07 Policy Grievance | 12 |
| 21:00 Position Classification Information | 23 |
| 14:00 Premium Pay | 18 |
| 15:04 Promotions | 20 |
| 15:06 Promotion to Leading Hands | 21 |
| 1:00 Recognition | 4 |
| 30:00 Relatives, Employment of | 29 |
| 16:00 Replacement Pay | 21 |
| 7:03 Retrogression - Work Reduction | 10 |
| 23:08 Retrogression - Medical Reasons | 26 |
| 22:00 Safety Footwear Allowance | 24 |
| 6:00 Seniority | 8 |
| 6:02 Seniority Lists | 8 |
| 14:03 Shift Bonus | 18 |
| 13:03 Shift Conditions | 16 |
| 23:00 Sick and Accident Plan | 24 |
| 14:05 Standby Pay | 19 |
| 17:00 Standard Anniversary Dates | 22 |
| 1:03 Strikes and Lockouts | 4 |
| 9:04 Suspension | 11 |
| 33:00 Temporary Labour - Wage Schedule | 30 |
| 16:00 Temporary Replacement Pay | 21 |
| 22:02 Tool Allowance | 24 |
| 15:05 Transfers | 21 |
| 14:04 Trouble Service Pay | 19 |
| 27:00 Unemployment Insurance Premium | 29 |
| 3:04 Union Committees | 5 |
| 3:07 Union Personnel - Leave of Absence | 6 |
| 3:01 Union Dues | 5 |
| 3:01 Union Membership | 5 |
| 12:00 Vacations | 13 |
| 34:00 Wage Schedule (April 1, 1996 to December 31, 1996) | 31 |
| 25:00 Workers' Compensation | 28 |
| 7:00 Work Reduction | 9 |

Article 1

RECOGNITION

1:01 The management recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees except supervisors and those above this rank and employees working less than twenty-four (24) hours per week.

1:02 In the interest of the efficient conduct and administration of the London Hydro Electric Commission, it is desirable and necessary that there shall be harmonious relations between the management and its employees and fair and reasonable remuneration for services rendered, having regard for the responsibility attached to the position held, for the nature of the duties thereof, for the manner of their discharge, for seniority in the service, for the seniority of tenure of office and for promotion within the service.

To effect the foregoing, the management hereby covenants and agrees with the employees as follows:

1:03 While this Collective Agreement is in operation, no employee bound by the Agreement shall strike, and no employer bound by the Agreement shall lock out such an employee.

The terms "lock-out" and "strike" for the purposes of this Collective Agreement shall be as defined in the Labour Relations Act of Ontario currently in effect at the signing of this Agreement.

Article 2

DURATION OF AGREEMENT

2:01 This Agreement shall be effective ^{*} from the ~~1996 to the 31st day of December, 1996~~ and for year to year thereafter, unless either party to this Collective Agreement, within the period of ninety (90) days before the Agreement ceases to operate, gives notice in writing to the other party of its desire to bargain with a view to renewing, with or without modifications, the Agreement then in operation, or to making a new Agreement.

2:02 In the event of notice being given by either party of this Agreement as provided for in Article 2:01, negotiations shall be carried on during the period of the notice with a view to arranging an amended Agreement. In the event of negotiations extending after the **expiry** date of this Agreement, the existing Agreement shall remain effective without in any way prejudicing any retroactive clause in the new Agreement.

2:03 Changes in and amendments to the Agreement may be made for the duration of the Agreement as agreed upon by the parties involved. Any request by either party for a change or amendment shall be made in writing to the other party, and a meeting for the discussion shall be held within one (1) week of the request.

2:04 It is understood and agreed that when retroactive pay is applicable, it shall apply to the **expiry** date of the **expiring** Agreement and shall apply to all employees on the payroll at the date of the signing of the Agreement and to any permanent employee who has retired or been laid off since the **expiry** date of the **expiring** Agreement.

Article 3

UNION MEMBERSHIP AND COMMITTEES

3:01 (a) All employees covered by this Agreement who are members of the union on the date hereof shall, as a condition of employment, maintain such membership.

Employees covered by this Agreement who are not members on the date hereof, but who become members of the union subsequent to said date shall, as a condition of employment, maintain their membership thereafter.

New employees covered by this Agreement shall, as a condition of employment, become members of the union within sixty (60) days of their engagement and shall, as a condition of employment, maintain their membership thereafter.

Upon receipt of a dues authorization card, the management agrees to deduct from the wages of each eligible employee, as in the preceding paragraph, the weekly dues to the union and remit such money to the Treasurer weekly. The union shall be responsible for keeping the management informed of the name of this officer and of the amount of weekly dues to be paid by the members.

The union shall indemnify and save the management harmless from and against all claims and demands brought or made against the management by an employee as a result of the deduction and remittance by the management to the union of dues pursuant to this Article provided that this Article does not prohibit the union from requiring the management to correct an error committed by management in the deduction and/or remittance of union dues if management is notified in writing within thirty (30) days of the remittance that an error has been committed.

The union will furnish a list of members to management, and the management will furnish to the union lists of employees eligible to become members of the union.

(b) When an employee who was paying union dues prior to being laid off is returned to work within twelve (12) months of being laid off, the employee will immediately start paying union dues upon return to work.

3:02 The union shall have the right to post notices and distribute bulletins that may be of interest to the union and its members on the management's bulletin boards, subject to the approval of the Employee Services Department or designate. Requests shall be made by an Executive of the union. Permission is not required for routine union notices of meetings, seminars and conferences.

3:03 Employees shall be permitted to solicit membership for the union on the management's property outside of actual hours of assignment of both solicitor and solicited and during recognized break periods.

3:04 Union Committees

The union may appoint or otherwise select a reasonable number of stewards and a General Committee of not more than five (5) employees, including any union officer of the bargaining unit, for the purpose of processing

grievances, negotiations for a new contract, or any other matter that may arise on behalf of the employees. All committee members, stewards and other employees meeting with management for the purpose of discussing scheduled matters or grievances during working hours will not suffer loss of wages for such time occupied.

3:05 Both parties agree that for the efficient operation of the business, matters of interpretation and complaints shall be processed through appropriate management personnel and union officers of the bargaining unit.

3:06 Employees shall have the right to call in the representative of C.U.P.E. for negotiations on all matters between the management and the employees.

3:07 Leave of Absence - Union Personnel

The efficient operation of the management's plant and business shall be considered first in granting leave of absence.

In all cases of leave of absence under this Article, except as in paragraph 4, two (2) weeks' written notice of such leave shall be given to management accompanied by the names involved.

At no time shall leave of absence exceed one (1) employee per department as listed hereunder except with the approval of management.

The President and General Committee of the union requesting leave to attend meetings outside of the Commission's work area related to grievances and/or arbitrations shall be granted leave of absence without pay to a minimum of one half (1/2) continuous working day totalling ten (10) times and a maximum of five (5) working days, subject to the giving of five (5) working days' notice by employees assigned to shift work and two (2) working days' notice in the case of other employees. Total leave of absence in any one (1) calendar year for attendance at union functions and work shall not exceed fifteen (15) working days per employee.

Employees designated by the union to attend union business shall be granted leave of absence without pay for this purpose, up to a maximum of fifteen (15) days per person per year, except the Chair of the General Committee and the President who shall be allowed twenty-five (25) days per year. No more than ten (10) employees shall be granted leave of absence at any one time, except with the approval of management. (This means a maximum of one hundred and sixty (160) working days absence per year, distributed across the total union membership).

It is further agreed that for the purpose of attending the Labour College of Canada course (eight (8) weeks' duration), leave of absence shall be granted to two (2) employees. The eight (8) week period is understood to be in addition to the fifteen (15) day maximum mentioned in the preceding paragraph.

Leave of absence up to a maximum of six (6) months without pay may be granted to an employee to undertake a full-time union position. This shall be limited to one employee at any one time.

The said employee shall be permitted to maintain medical and insurance coverage in the Commission group; the union and/or employee shall be responsible for 100% payment of these premiums by direct payment to the Commission.

During this leave of absence the employee shall not accumulate vacation ~~credits~~, nor be eligible for bulletined positions, sickness or compensation benefits. The employee and/or the union shall **notify** the management at least fourteen (14) days prior to expiration of the leave of absence. If such notice is not received, or if the employee fails to return at the time stated, the employee shall be deemed to have left the employ of the Commission.

Employees granted leave of absence without pay for periods of one (1) week or less shall be paid by the Commission; and the Commission shall invoice the union for the cost of the employee's regular time. The union agrees to accept responsibility for payment of this cost.

The cost shall be calculated for regular hours at the employee's rate plus the appropriate employee benefit percentage.

For the purpose of this Article (3:07), "department" shall be deemed to mean as follows:

Customer Services

- Electric Service

Electric Operations

- Construction
- Line
- Meter
- Control Room / Locates
- Plant Office
- Substation Maintenance
- Traffic Signal
- Underground Electric
- Garage

Engineering

Finance, Materials Management and Information Services

Article 4

NO DISCRIMINATION

The management and union agree that the Ontario Human Rights Code, the Employment Standards Act and the Ontario Labour Relations Act shall apply. Any employee covered by this Agreement who feels that he or she has been discriminated against or claims that there has been a violation of the foregoing legislation shall have the right to seek redress in accordance with the Grievance Procedure, Article 10.

Article 5

DEFINITION OF EMPLOYEES

5:01 Temporary Employee

A temporary employee is hired for specific projects of limited duration which shall not exceed twelve (12) months. If the employee returns to work during the next four (4) months **after** a layoff, provided the **employee** had not accumulated twelve (12) months service, the previous service shall be counted. Within twelve (12) months of accumulated service the employee shall be released.

Temporary employees shall be paid according to Article 33:01.

To be taken on permanent staff, a temporary employee must apply for and be awarded a bulletined position. If a temporary employee is awarded a bulletined position in work other than that which he or she has been performing, he or she shall become a probationary employee.

If a temporary employee is awarded a classified position in work he or she has been performing within London **Hydro**, any temporary service under the terms of this item shall be **recognized** and deducted from the six (6) months' probationary period.

5:02 Probationary Employee

A probationary employee is hired to fill a classified position. Subject to the "time" exceptions stipulated in Article 5:01, he or she shall undergo a probationary period of six (6) months during which time his or her qualifications and abilities will be assessed. If during this time he or she is considered as not being satisfactory to management, he or she may be released. At the end of this probationary period, he or she shall either be released or placed on the permanent staff and his or her seniority will date back to his or her last continuous hire date as a temporary or probationary employee.

5:03 Permanent Employee

A permanent employee is currently employed by the Commission and has completed the probationary period.

Article 6

SENIORITY

6:01 When employees are taken on the permanent staff, their seniority shall date back to their first day of continuous service.

Continuous service shall mean all accumulated periods of employment not separated by more than a four (4) month break, counting only the working time.

6:02 Seniority lists of all permanent employees shall be posted and shall be open for protest in writing to the

Employee Services Department for a period of sixty (60) days from the date of posting. The protest shall be answered in writing by the Employee Services Department, within fifteen (15) days of receipt of the written protest.

The list will show the names and dates of entering the service, and shall be brought up to date once a year as of the 1st of January each year. The Chair of the General Committee will be supplied with a duplicate of the Seniority List.

6:03 Seniority shall accrue to permanent employees only.

Seniority rights and an employee's employment shall be deemed to have been justly terminated if the employee

- (a) quits or is retired;
- (b) is discharged and the discharge is not reversed through the Grievance and Arbitration Procedures;
- (c) is laid off for a period of more than twelve (12) months;
- (d) is absent from work without permission for five (5) or more consecutive working days, unless such absence is proven to the satisfaction of the management to have been due to causes beyond the employee's control;
- (e) fails to return to work upon termination of an **authorized** leave of absence and does not furnish management with an acceptable reason for such failure;
- (f) uses a leave of absence for purposes other than those for which the leave of absence was granted; or
- (g) fails to report for work or fails to furnish management with a satisfactory reason within fifteen (15) days of notification of recall from layoff.

Article 7

WORK REDUCTION OR LAYOFF

7:01 Where it is necessary to reduce or curtail work within a department, group or position classification, seniority will be the guiding factor so long as it does not prevent the Commission from maintaining a work force of permanent employees who are qualified, without further training, and are willing and able to do the work which is available, and who possess the necessary skill, ability and efficiency. Permanent employees laid off due to reduction in forces shall be given preference for **re-employment** when the force is increased, or when vacancies occur in positions of similar character to those they have previously occupied, and shall be returned to the service in order of seniority, subject to the foregoing conditions. Notice in accordance with the current Employment Standards Act shall be given to the permanent employee and simultaneous notice shall be given to the union in the event of the layoff of a permanent employee.

7:02 Permanent employees shall return at the same pay step providing **they return** to work in their former classification within one (1) year.

Employees so **re-employed** within one (1) year of their layoff shall retain their former seniority.

7:03 When a permanent employee is laid off under Article 7:01, he or she shall be given preference for any available work over any temporary or probationary employee providing that employee is qualified to do the work.

When an employee, in order to retain employment, is placed in a position carrying a lower rate, his or her existing rate shall be red-circled for a period of one year from the date of transfer. At the completion of this first year in the lower paid classification, his or her hourly rate shall be reduced by 3% and by a further 3% at subsequent six (6) month intervals. This retrogression will proceed until the reduced wage rate and the wage rate of his or her new classification are the same. Upon reaching the rate of the lower paid classification, the employee concerned shall be granted negotiated increases for that classification.

7:04 When a temporary or probationary employee is returned to work in his or her former position after a layoff of not more than sixty (60) calendar days, he or she shall be paid at a rate of not less than the rate he or she was receiving when previously employed.

Article 8

MANAGEMENT RIGHTS

8:01 The right to hire and to maintain order and efficiency is solely the responsibility of the management. Likewise, the right to promote, transfer, or demote, and to discipline or discharge for just cause is the sole responsibility of management, providing that such actions do not violate any other clause in this Agreement.

8:02 The Commission retains all of the other prerogatives of management that it has maintained prior to entering into this Agreement, except as may be specifically modified by this Agreement. These rights include, in part, such matters as the right to make changes in methods of operation, improvements in efficiency, etc.

8:03 In applying rules governing rates, promotions or seniority, the management shall make the rules subject to appeal as a grievance.

Article 9

DISCIPLINE

9:01 The management shall not discharge or suspend an employee without a steward being present at the time. The management shall notify the union in all discharge cases, within one (1) working day, giving the name of the employee concerned and the reason for the discharge. All discharged employees shall be notified in writing by management within two (2) working days of their discharge, giving the reasons for the discharge.

A claim by an employee that he or she has been unjustly discharged shall be treated as a grievance and

processed in accordance with Article 10 of this Agreement.

9:02 In cases where the ability of a permanent employee is in question, management **shall** notify the employee and the union as early as possible. If it then becomes necessary to demote such an employee, he or she shall be paid at the rate applying to the lower position. When an opening occurs in the position from which the employee was demoted, the employee so demoted shall be given preference for the position if he or she has demonstrated an improvement in ability.

9:03 Complaints that an employee or employees have been unfairly dealt with shall be investigated and appropriate adjustments made as quickly as possible.

9:04 If an employee is suspended without pay pending investigation, a decision must be made by management within three (3) days to confirm or cancel the suspension or to adjust the number of days over which the employee is suspended.

If the suspension is cancelled, the employee shall receive pay for all normal time lost. If the suspension is found valid, the date of suspension shall be retroactive to the first day of suspension. If, due to circumstances, a decision cannot be made within the three (3) days noted above, management and the union Committee shall meet to determine whether the employee shall be returned to work during a period of further investigation.

Article 10

GRIEVANCE PROCEDURE

10:01 Purpose

The Grievance Procedure is intended to provide an orderly and prompt settlement of grievances which concern the interpretation or alleged violation of this Agreement.

The management personnel concerned shall issue a written reply to a grievance at each step of the procedure in accordance with times stipulated in the Grievance Procedure. All written replies shall be far-warded directly to the Chair of the General Committee.

No matter may be submitted to arbitration which has not been properly carried through Steps 1 to 3, inclusive, of the Grievance Procedure, except as in Article 10:07.

10:02 Step One

The employee or the union, as represented by a steward, shall present a written grievance to the immediate supervisor within twenty-one (21) working days of the alleged grievance. The grievance shall set out the section or sections alleged to have been violated, the nature of the grievance, and the remedy requested. A designated union officer may initiate a grievance during the approved absence of the appropriate union steward. If a settlement is not reached within five (5) working days after the grievance has been presented, then the grievance may be taken to Step 2 within three (3) working days thereafter,

10:03 Step Two

The General Committee or designate(s) shall present the written grievance to the Employee Services Department or designate, who with the department manager concerned shall endeavour to effect a settlement. If a settlement is not reached within five (5) working days after the grievance has been presented to Step 2, then the grievance may be taken to Step 3 within three (3) working days thereafter.

10:04 Step Three

The General Committee or designate(s) shall present the written grievance to the General Manager or designate. If a settlement is not reached within ten (10) working days after the grievance has been presented to Step 3, then the grievance may be taken to arbitration within thirty (30) days thereafter, as provided for in the Labour Relations Act currently in effect.

10:05 At any stage of the Grievance Procedure, the time limits for answering may be extended by mutual agreement in writing.

10:06 The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms, contractual rights and provisions of this Agreement.

10:07 Policy Grievance

Where any difference arises directly between the management and the union relating to the interpretation, application or administration of this Agreement, a grievance may be originated by either party at Step 2 of the Grievance Procedure, and the time limits set out there shall appropriately apply. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular Grievance Procedure shall not thereby be by-passed.

Article 11

PAID HOLIDAYS

11:01 All permanent employees and temporary or probationary employees after having three (3) months continuous service shall receive pay for the following holidays:

| | |
|------------------|-------------------------------------|
| New Year's Day | Easter Monday |
| Victoria Day | Civic Holiday |
| Labour Day | Remembrance Day (see Article 11:02) |
| Christmas Day | |
| Good Friday | last one-half (1/2) working day |
| Dominion Day | before Christmas |
| Thanksgiving Day | last one-half (1/2) working day |
| Boxing Day | before New Year's |

Temporary or probationary employees must also work the full shift before and the full shift after the holiday unless they are off due to an excusable absence.

11:02 In lieu of Remembrance Day, November 11, eligible employees shall be allowed one (1) working day off to be known as a floater holiday. Each employee shall indicate within ten (10) days advance notice to his or her immediate supervisor, his or her preference for this day off, but the immediate supervisor reserves the right to withhold approval if the employee's absence would unduly disrupt the Commission's normal routine.

Temporary and probationary employees shall be granted this holiday **after** November 11, providing they are in the employ of the Commission on November 11 of the current year and have had three (3) months continuous service prior to November 11.

When November 11 falls Monday to Friday, it shall be regarded as a normal work day and the Commission operations shall be maintained as usual.

11:03 Employees laid off shall not be eligible for payment for the above holidays.

11:04 In lieu of paid holidays, eligible shift operators shall receive the same number of days off during the calendar year as other hourly rate employees. An employee shall be allowed to take a paid holiday within twenty-one (21) days prior to or twenty-one (21) days following the paid holiday. If not taken then, the lieu day shall be designated at the discretion of the immediate supervisor.

Article 12

VACATIONS

The efficient operation of the management's plant and business shall be considered first in arranging vacations. Vacations with pay shall be granted to employees as follows:

12:01 Temporary and probationary employees shall receive vacations with pay in accordance with the Employment Standards Act.

12:02 Permanent Employees

Three (3) weeks' vacation after one (1) year continuous service prior to the first day of July each year.
 Three (3) weeks' plus one (1) day after six (6) years'.
 Three (3) weeks' plus two (2) days after seven (7) years'.
 Three (3) weeks' plus three (3) days after eight (8) years'.
 Three (3) weeks' plus four (4) days after nine (9) years'.

Four (4) weeks' vacation after ten (10) years' continuous service prior to the first day of July each year.
 Four (4) weeks' plus one (1) day after thirteen (13) years'.
 Four (4) weeks' plus two (2) days after fourteen (14) years'.
 Four (4) weeks' plus three (3) days after fifteen (15) years'.
 Four (4) weeks' plus four (4) days after sixteen (16) years'.

Five (5) weeks' vacation after seventeen (17) years' continuous service prior to the first day of July each year.

Five (5) weeks' plus one (1) day after twenty-two (22) years'.

Five (5) weeks' plus two (2) days after twenty-three (23) years'.

Five (5) weeks' plus three (3) days after twenty-four (24) years'.

Five (5) weeks' plus four (4) days after twenty-five (25) years'.

Six (6) weeks' vacation after twenty-six (26) years' continuous service prior to the first day of July each year.

12:03 Management shall provide permanent employees with two (2) weeks' vacation during July and August subject to Article 12:05 and the Article preamble.

12:04 An employee shall not be granted more than two (2) weeks' vacation during the period from June 15th to September 15th inclusive except with the permission of the management. The total vacation entitlement may be taken at one time during the period from September 16th to June 14th providing suitable arrangements can be made with the employee's immediate supervisor. Vacations shall be taken to coincide with the normal pay week, except that an employee with three (3) weeks or more of vacation entitlement may take two (2) weeks of entitlement in parts but not less than a period of one (1) day, and that an employee with five (5) weeks or more of vacation entitlement may take three (3) weeks of entitlement in parts but not less than a period of one (1) day.

12:05 At least one-half (1/2) of the vacation or a minimum of two (2) weeks of vacation, if so entitled, shall be arranged between the employees and the immediate supervisor concerned on or before April 1st each year. The balance of vacation entitlement shall be taken or arranged prior to September 1st each year. Vacations not arranged prior to September 15th shall be taken when so indicated by the immediate supervisor. Changes in vacation requests may be made by making a written request to the immediate supervisor at least fourteen (14) days prior to vacation.

12:06 Notwithstanding the schedule as contained in Article 12 above, vacation periods may be reduced in proportion to time lost. There shall be no loss of time off while in receipt of sickness or compensation benefits.

12:07 Illness During Vacation

If the employee falls ill or has an accident which requires the employee to be admitted to hospital during a vacation period, the employee shall be allowed to utilize unused sick leave credit, when approved, at the rate of one day's vacation substitution for each twenty-four (24) hour period of hospitalization, subject to the following procedure:

- (a) that within twenty-four (24) hours of the sickness or accident occurring, he or she shall notify either his or her immediate supervisor or the Employee Services Department.
- (b) that upon return to work, the employee substantiates his or her illness or accident to his or her immediate supervisor by a medical certificate. Management may, through the services of a designated Commission doctor, verify the aforementioned certificate and/or require the returning employee to be re-examined by the Commission doctor.

- (c) Subject to points (a) and (b) being carried out to management's satisfaction, the employee may then substitute any unused sick leave credits for the vacation period during which he or she was sick or injured.
- (d) His or her remaining vacation shall then be granted in accordance with Articles 12:04, 12:05, and 12:06 with the exception of the April 1st date mentioned in Article 12:05.

Article 13

HOURS OF WORK

Except as otherwise provided for in this Agreement, the normal work week and the normal work day shall be as follows:

13:01 Normal Work Week

- (a) 40 Hour Employees: Five (5) days, Monday to Friday inclusive, eight (8) hours per day, totalling forty (40) hours per week.
- (b) 36 1/4 Hour Employees: Five (5) days, Monday to Friday inclusive, seven and one-quarter (7 1/4) hours per day, totalling thirty-six and one-quarter (36 1/4) hours per week.

13:02 Normal Work Day

- (a) 40 Hour Employees: Eight (8) hours between 0730 hours and 1600 hours, including a one-half (1/2) hour lunch period (except as in 13:02 (c)).
- (b) 36 1/4 Hour Employees: Seven and one-quarter (7 1/4) hours between 0800 hours and 1700 hours, including a one-half (1/2) hour or one (1) hour lunch period as determined by the department manager (except as in 13:02 (c)).
- (c)
 - (i) 40 Hour Employees in Customer Services Meter Reading Section: Eight (8) hours between 0730 hours and 1700 hours, including a one-half (1/2) or a one (1) hour lunch period as determined by the department manager.
 - (ii) 36 1/4 Hour Employees in the Engineering Department: Seven and one-quarter (7 1/4) hours between 0745 hours and 1700 hours, including a one-half (1/2) or a one (1) hour lunch period as determined by the department manager.
- (d) A normal work day shall not end before 1600 hours

13:03 Shift Conditions

Management has the sole right to schedule shifts as required, subject to the following conditions:

For purposes of this Article the word “shift” shall be understood to mean the hours that each individual employee is scheduled to work, with the exception of the normal day worker who is covered under Article 13:02. “Overtime” for shift workers shall be understood to mean all hours worked outside of those scheduled.

If employees normally working a normal work day as per 13:02 are required to relieve on a regularly scheduled shift, they shall be paid as follows:

- (a) They shall receive a minimum sixteen (16) hours off prior to starting relief, or they shall be paid at the applicable overtime rates for their first shift of relief work.
- (b) They shall receive the shift bonus applying to the job in which they are relieving for all shifts worked other than noted in (a).
- (c) They shall not require the minimum sixteen (16) hours off between the time they finish the relief work and return to their normal day work.

All shift workers’ schedules other than relief shift work and occasional shift work shall provide a minimum of sixteen (16) hours off, excluding lunch periods, between the workers’ scheduled shifts, and therefore, any time worked between the scheduled shifts must be considered overtime. This in no way limits the performance of overtime work.

Systems Operators: Shifts shall be arranged to allow for an average of five (5) shifts per seven (7) day week, each shift of eight (8) hours duration.

Posted shift schedules for systems operators shall include not less than twenty-one (21) consecutive days and shall indicate the hours of work for systems operators. If the posted schedule is changed due to the sickness or accident of an operator and requires a systems operator to work more than five (5) shifts within a week, he or she shall be paid at the applicable premium rate for all shifts worked in excess of five (5) within the week.

Systems Operators shall work an average week of forty (40) hours. Nothing herein is to be construed as limiting the days worked in any one (1) week or the hours in any one (1) day.

Occasional Shifts

An occasional shift involves employees normally working a normal work day, but who may be required at various times to work out of their normal hours to facilitate certain jobs.

Occasional shifts shall not be worked between 0800 hours and 2400 hours Saturday and 0001 hours and 2400 hours Sunday, unless the applicable overtime rate, as set out in Article 14:01, is paid.

Occasional shifts for any individual employee shall not be scheduled for less than three (3) consecutive days excluding Saturday: Sunday and paid holidays, except that an occasional shift started the day before may

continue until 0800 hours Saturday or paid holiday. All hours worked beyond 0800 hours Saturday or paid holidays shall be paid at the applicable overtime rate, as set out in Article 14:01.

If an individual employee works less than five (5) occasional shifts in any pay period, all hours worked during the normal pay period, excluding paid holidays and overtime hours, shall have the appropriate shift bonus added for the whole pay period.

An occasional shift worker returning to normal day work as per 13:02 shall not require the minimum sixteen (16) hours off between the time he or she finishes the occasional shift and returns to his or her normal day work.

Notice of required occasional shift work shall be given within the hours of the third regular shift of the employee, prior to the working of the employee's scheduled occasional shift.

Overtime - Shift Workers

Except as otherwise provided for in this Agreement, time worked in excess of the regularly scheduled shift - eight (8) hours per shift for forty (40) hour scheduled employees and seven and one-quarter (7 1/4) hours per shift for thirty-six and one-quarter (36 1/4) hour scheduled employees - shall be at the rate of double time.

Shift Day

All hours of a shift shall be deemed to be included in the calendar day in which the shift started.

Lunch Periods

Lunch periods shall be scheduled by management but a shift employee will not be required to work more than five (5) continuous hours without a lunch break.

Shift Bonus

Shift Bonus shall be paid in accordance with Article 14:03.

At no time shall shift bonus and overtime rates be paid for the same hours.

13:04 Any employee shall be paid for all hours during which he or she is in the management's care, whether he or she is working, waiting or travelling, except as in 13:05.

13:05 The management recognizes the need for maintenance of employee qualifications and may provide the opportunity for an employee to attend training courses. An employee on a training course shall be paid his or her normal rate for a normal day only. No compensation shall be given for travelling time outside of normal working hours in order to attend training courses.

When an employee is required by the management to undertake any course of instruction or to attend any conference or seminar outside the City of London, reimbursement for approved transportation and travelling expenses shall be paid by the Commission.

Article 14

PREMIUM PAY

14:01 Overtime

Except as otherwise provided for in this Agreement, time worked in excess of the normal day, as defined in Article 13, shall be at the rate of double time.

Paid holidays as listed in Article 11:0 1 and all other days proclaimed as Statutory or Civic Holidays shall be paid for at straight time unless otherwise agreed upon. Work done on paid holidays shall be paid at double time in addition to the regular holiday pay.

For overtime rate for shift workers see Article 13 :03.

No payment shall be made for any overtime of less than one-quarter (1/4) hour straight time continuous with regular working hours, e.g. ten (10) minutes at double time equals twenty (20) minutes and no payment: ~~fifteen (15) minutes at double time equals thirty (30) minutes~~ and payment shall be made.

14:02 Call-out

A minimum of two (2) hours at the applicable premium rate, or the actual time worked at the applicable premium rate, whichever is greater, shall be paid for any call answered after the regular working hours except that for any call answered within two (2) hours of the completion of the previous call, the time shall be considered continuous. Time shall be calculated from the time the employees leave their homes until they return for those employees designated on stand-by, trouble service, or for employees directed to the job site by the immediate supervisor. For employees directed to report to their work headquarters, time shall be calculated from the time of reporting until they return to their work headquarters or their homes as directed by their immediate supervisor.

Employees living outside the boundaries of the City of London shall not be paid travelling time when answering a call-out.

Any call answered in the one (1) hour preceding and the one (1) hour following the employee's normal work day shall not be considered a call-out but time worked shall be paid for at the applicable premium rate.

14:03 Shift Bonus

Established shift shall be **bonused** in accordance with the following, after complying with conditions set out in Article 13:03.

For all shifts Monday to Friday, a shift bonus of eighty (80) cents shall be paid for each hour worked except for the regular day shift (0730 - 1600 hours) for which no bonus shall be paid.

For all shifts Saturday, Sunday and Paid Holidays, a shift bonus of \$1.50 shall be paid for each hour worked **except** for the regular day shift (0730 -1600 hours) for which the bonus shall be eighty (80) cents for

each hour worked.

It is not the intention of this section to pay shift bonus to employees covered by Article 13:02 of this Agreement,

14:04 Trouble Service Pay

For employees designated by the Schedule as acting occasionally on twenty-four (24) hour trouble service, a minimum of eight (8) hours shall be paid at the straight time rate or at the appropriate overtime rate, whichever is greater, for all work performed.

14:05 Standby Pay

Employees on standby duty shall receive an allowance of \$105.00 per seven (7) day week plus an extra \$15.00 when doing standby duty on a paid holiday. This shall in no way affect the overtime provisions of this Article.

Employees on standby duty shall reside and be available for work within the boundaries set by the management of London Hydro when performing standby duty. London Hydro vehicles shall not be used outside these boundaries except on Commission business.

14:06 Meal Allowance

The management shall not require employees to carry or provide more than one (1) meal on a day work is performed.

When employees are required to work overtime continuous with and in excess of their normal hours for more than one (1) hour, they shall be supplied with a suitable meal during this period by management, and every four (4) hours thereafter.

If employees prefer not to have this meal, the management is excused from this obligation.

14:07 Notice of Overtime

The management will endeavour to give employees required for planned overtime work, which is to be performed outside the normally scheduled hours, at least twenty (20) hours advance notice of such planned overtime during the normal work week and not later than Friday before noon for weekend overtime work.

14:08 A minimum of one (1) hour at the applicable premium rate, or the actual time worked at the applicable premium rate, whichever is greater, shall be paid for all week-end planned overtime whether worked or not unless notice of cancellation is given not later than twenty-four (24) hours previous to scheduled starting time of work.

Article 15

BULLETINED POSITIONS

15:01 The parties recognize that job opportunity and security shall increase in proportion to the length of service. It is therefore agreed that in all cases of filling vacancies and new positions, senior employees shall be given special consideration.

15:02 In filling vacancies and new positions, management shall consider the following factors:

- (a) Seniority.
- (b) Qualifications and ability to perform the work.

When two (2) or more candidates for the opportunity are relatively equal with regard to the factors included in (b), seniority shall govern. When vacancies and new positions occur, the employees shall be notified by bulletin which shall state the vacancy that is open, the approximate number of people required to fill the vacancy and the requirements necessary to fill the vacancy. The bulletin shall be displayed on the Notice Boards for a minimum of seven (7) working days during which time any employee may apply for the vacancy or position. Vacancies and new positions not filled within thirty (30) days shall be rebulletined.

Any eligible employee may file an application on the recognized application form provided on each bulletin board.

The management shall review the applications and, if one is selected, he or she shall be notified in writing, and notice shall be posted in the Department identifying the employee selected. The unsuccessful applicants and the General Committee Chair shall be notified in writing; this notice shall give the name of the successful applicant. Employees applying for new positions may be required, at the discretion of management, to take a qualification test. The Examining Board for such a test shall be composed of two (2) management representatives and two (2) union representatives. The standards for such a test shall be set by this same board.

The employer shall make an initial assessment of all applicants applying for vacancies and provide employees with seniority with special consideration, Where the qualifications and ability to perform the work of the senior employees cannot be demonstrated, either through background or previous work experience with London Hydro, or through education, or through certification, and where one or more of these factors is fundamental to the performance of the position vacancy, a qualification test may be required by management. In all other cases of vacancies, testing for vacant positions shall not be permitted. The Examining Board for such a test shall be composed of two (2) management representatives and two (2) union representatives. The standards for such a test shall be set by this same Board.

15:03 The bulletining provisions of this Agreement shall not apply to positions of Apprentices and Learners.

15:04 Employees promoted or awarded bulletined or announced positions, either union or management, shall be allowed sixty (60) days in which to qualify and satisfactorily perform; failing to do so, the applicant shall revert to his or her former classification and rate. Before employees in skilled trades are raised to a higher pay bracket in their position level, they may be required to satisfy the Examining Board, as outlined in Article 15:02 above, that they have reached the minimum standard required for advancement in their trade. During this period the employee shall be paid at his or her current rate. On completion of the "Trial Period," the employee's

service being satisfactory, the evaluated wage for the position shall be retroactive as of the first day in the new position.

15:05 Transfers

When an employee transfers to a position in a level with a higher rate of pay, he or she shall be placed in that level at the nearest rate higher than he or she was earning before transfer, providing said increase is not less than Five Dollars (\$5.00) per week. The employee shall then traverse the new pay level in the regular line of promotion. Employees transferring from other than an established line of promotion may be assessed by a qualification test and paid accordingly at a rate within the level.

15:06 Promotion to Leading Hands

When promotions or re-evaluations are made to a bargaining unit position including supervisory responsibilities (which for the purpose of this Collective Agreement means position classifications preceded by the terms "Leading" or "Senior"), the employee shall be paid at nest to the top in the appropriate position level. If there is one level difference in the two positions (e.g. Level 5 to Level 6), the employee shall be paid at the top of the appropriate position level. The promoted employee shall then traverse the position level in the normal manner. It is also agreed that the terms "Senior" and "Leading" shall be reserved for the bargaining unit positions which include certain supervisory responsibilities. The title "supervisor" shall only be used for management positions.

Article 16

TEMPORARY REPLACEMENT PAY

Appreciative of the need for substitution and temporary replacement of employees in an organization such as the London Hydro Electric Commission, particularly during emergencies, the following clauses shall apply:

16:01 Any employee temporarily assigned to perform the duties of a classification within the bargaining unit with a higher wage rating for a period of four (4) hours within an eight (8) hour shift shall be paid at next to the maximum in the applicable position level. If there is one (1) level difference in the two (2) positions, the substituting employee shall be paid at the maximum of the applicable position level. If a vacancy exists, the provisions of Article 5:01 and 15:02 must be adhered to. It is understood that a temporary assignment cannot be made for a period of more than six (6) months at any one time.

16:02 An employee temporarily assigned to a position with a lower pay rating shall be paid at his or her regular rate.

16:03 An employee temporarily assigned to perform the duties of a position carrying the position title "leading" or "senior" for a period of two (2) hours or more but not to exceed six (6) months, shall be paid at the next to the maximum in the applicable position level. If there is one (1) level difference in the two (2) positions (e.g. Level 5 to Level 6), the substituting employee shall be paid at the top of the applicable position level. If a vacancy exists, the provisions of Article 5:01 and 15:02 must be adhered to.

16:04 An employee temporarily assigned to relieve in a supervisory position removed from the union's jurisdiction for a time period of two (2) hours or more shall be paid next to the maximum in the supervisory level. The assignment shall not exceed two (2) months.

16:05 In calculating replacement pay, paid holidays and vacations shall not constitute a break in consecutive working days. The current rate of pay shall be paid instead of replacement pay for a paid holiday not worked if the employee qualifies for payment for such holiday.

16:06 An employee shall not assume the responsibility of a higher rated position until ordered to do so by his or her immediate supervisor.

Article 17

PAY PERIOD AND STANDARD ANNIVERSARY DATES

Employees promoted (entering a higher position level) will receive any increase in the normal manner. When the employee becomes eligible for further increases in this level, these increases will become effective on the first day of the second full pay period of the month during which they fall. The pay period will begin and end at 2400 hours Saturday.

Article 18

EXPERIENCED HELP

Whenever such a person is hired, he or she shall be paid by the hour at the second highest wage in the level. Such persons can only be hired on the permanent staff after the position bulletining provisions of this Agreement have been completed, and on appointment to permanent staff they shall go to the top of the level.

Article 19

DESIGNATED TRADES

Whenever "Experienced Help" is required on a temporary basis, those hired shall be paid at a rate equal to the prevailing union rate for that trade in the City of London. If these employees are awarded bulletined positions in their trades, they shall then be paid at next to the top rate in their position level and at an hourly rate until they have accumulated six (6) months seniority dated back to their first day of employment. They shall then be paid at the top of their position level.

Article 20

LEARNERS AND APPRENTICES

20:01 The learners and apprentices clause shall not apply up to and including position level I I.

20:02 The terms and conditions for apprentices shall be as determined by the Contract of Apprenticeship under The Apprenticeship and Tradesmen's Qualification Act.

20:03 Persons who are hired with a view to becoming indentured apprentices shall be paid 50% of the trades rate, and shall be paid the appropriate rate when indentured.

20:04 The schedule for learners to classifications listed in position levels 12 and above:

1st year - 70% of top bracket in level

2nd year - 80% of top bracket in level

3rd year - 90% of top bracket in level

4th year - 95% of top bracket in level

Progression at twelve (12) month intervals shall occur on recommendation of the department manager.

On successful completion of the fourth year. the employee shall receive the maximum rate for the applicable position level.

20:05 Education credits shall be given to learners commensurate with their school training and/or job experience; such credits shall be decided by management.

Article 21

POSITION CLASSIFICATION INFORMATION

21:01 The parties agree to the use of the Job Evaluation Manual as approved on March 9, 1988, and it shall form part of this Agreement.

21:02 All permanent employees shall be supplied with a booklet of the Job Evaluation Manual. This booklet shall not refer to the points or degree ratings of individual positions.

21:03 The Job Evaluation points and degree ratings assigned to individual positions shall remain confidential and accessible only through the Joint Job Evaluation Committee, which shall make all its applicable decisions in accordance with the Job Evaluation Manual.

21:04 Management shall keep up-to-date position descriptions of each classification in the wage schedule as agreed to by the Joint Job Evaluation Committee. The position content shall be the sole responsibility of the management.

21:05 If the content of a position is changed substantially, the revision shall be submitted to the Joint Job Evaluation Committee and be re-evaluated as per the Job Evaluation Manual.

21:06 If a position, not including supervisory responsibilities as set out in Article 15:06, is re-evaluated to a higher position level, the personnel employed in that position shall move to the same pay step in the new position level as they held before re-evaluation.

If a position is **re-evaluated** to a lower position level, the personnel employed in that position classification shall not suffer any loss of wages. Their wage rate shall be red-circled and not changed until such time as the rate for the new position level reaches or exceeds the rate of the old position level.

The effective date for pay purposes shall be the date on which the appeal or Position Description Questionnaire (**PDQ**) is received by the Joint Job Evaluation Committee. If the negotiating committees do not agree on the level for a new or redescribed position, management shall be free to implement the position at a rate assigned by the management. and the union shall be free to challenge this rate in accordance with the Grievance Procedure, Article 10.

21:07 All progressions from one step to the next shall be granted only within the specified time, assuming that sufficient ability is shown.

21:08 All wage rates shall be expressed as cents per hour. When percentage wage changes occur. they shall be calculated to the nearest cent according to the Engineers' Rule of Rounding.

Article 22

SAFETY FOOTWEAR ALLOWANCE

22:01 The Commission shall pay \$115.00 per year to permanent employees in classifications designated by management to purchase approved safety footwear. Employees designated as Leading Power Line Maintainer, Power Line Maintainer, Leading Tree Trimmer and Tree Trimmer will receive \$135.00 to purchase approved safety footwear.

Personnel in both of these designated classifications shall wear approved safety footwear during working hours as a condition of employment. Permanent employees in the designated classifications as of January 1st each year shall receive this payment.

22:02 To those permanent employees in classifications designated by management to supply their own hand tools as a condition of employment for the adequate performance of their position. management shall pay an allowance of \$60.00 (\$220.00 to Motor Vehicle and Equipment Mechanic and to Leading Motor Vehicle and Equipment Mechanic) per year. Permanent employees in the designated classifications as of January 1st each year shall receive this payment.

Article 23

SICK AND ACCIDENT PLAN

23:01 Sickness and non-occupational accident benefits shall be paid to permanent employees, as defined in Article 5:03, and to probationary employees, as defined in Article 5:02, after completing three (3) months continuous service. Any probationary period may be extended by the amount of sick time benefit paid under this Article. No benefits under this Article shall be payable if the employee is disabled as a result of sickness or accident for which the employee is entitled to receive benefits under The Workers' Compensation Act.

23:02 To qualify for sick and non-occupational accident benefits, eligible employees shall notify their

immediate supervisor giving a **reason** for their **absence** that is satisfactory. **Employees** shall call **their** immediate supervisor or, if their immediate supervisor is not available, **their respective** offices as follows:

Plant Employees - Plant Office

Main Office Employees - Respective Departmental Office

not later than fifteen (15) minutes after their scheduled starting time on the **first** day they are off work. If it is physically impossible for the employee to give notification within the prescribed time, he or she shall make such notification as soon as possible.

23:03 For periods of absence of five (5) working days or less, the employee shall provide a doctor's certificate upon return to work if requested to do so by his or her immediate supervisor during his or her absence. For all absences under this Article an "absentee slip" shall be completed by the employee.

For periods of absence of more than five (5) working days, the employee shall provide a doctor's certificate within the first fourteen (14) days of absence, and subsequently as the management may require. All such certificates shall be signed by a physician legally licensed to practise medicine and personally attending the employee for whom the certificate is submitted.

23:04 Eligible employees shall receive benefits under this Article for a period of not more than seventeen (17) weeks at full regular pay for any one disability.

If after the termination of any disability under this Article, such employee again becomes disabled due to the same or related causes, such later disability shall be treated as a continuation of the previous disability, unless such employee has completely recovered from the previous disability and was continuously and actively at work on full time and for a full pay period of at least thirty (30) days **after** termination of the previous disability.

23:05 When an employee has had four (4) incidents of sick leave in a calendar year, payment for subsequent incidents of sick leave for the balance of the year shall commence on the second consecutive working day of such leave. An incident is defined as any period of four (4) hours or more for employees in the forty (40) hour schedule and three and one-half (3 1/2) hours or more for employees in the thirty-six and one-quarter (36 1/4) hour schedule.

23:06 Maternity and Parental Leave

Maternity leave and parental leave shall be granted in accordance with the current Employment Standards Act except that the leave of absence upon request shall be extended for maternity leave for a period not exceeding six (6) months.

The employee's seniority and vacation credits shall continue to accumulate. The Commission shall continue medical plan coverage as per Article 24:01. The employee shall notify the **employer**, in writing, that he or she does not wish to continue contributions to O.M.E.R.S.

During the leave of absence the employee shall not be eligible for Bulletined Positions. Sick and Accident Plan, and Workers' Compensation benefits.

23:07 Permanent employees shall be allowed time off not to exceed four (4) hours per year for medical or dental appointments. This time may be taken as four (4) one (1) hour, two (2) two (2) hour or one (1) four (4) hour appointment(s). Time off shall be arranged with **the** immediate supervisor concerned prior to the **appointment**. Employees shall endeavour to arrange these appointments in the first or last hour(s) of the shift.

Notwithstanding the foregoing paragraph, an employee may be granted leave of absence without pay providing suitable arrangements can be made with his or her immediate supervisor.

23:08 When an employee, due to medical reasons and in order to retain **employment**, is placed in a position carrying a lower rate, his or her existing rate shall be red-circled for a period of one (1) year from date of transfer. At the completion of this first year in the lower paid classification, his or her hourly rate shall be reduced by 3% and by a further 3% at subsequent six (6) month intervals, This retrogression shall proceed until the reduced wage rate and the wage rate of his or her new classification are the same. Upon reaching the rate of the lower paid classification, the employee concerned shall be granted negotiated increases for that classification.

If a lower rated position is not available, and an employee, due to medical reasons and in order to retain employment, is placed in a position carrying a higher rate of pay, the terms of Article 15:05 shall apply.

Article 24

MEDICAL PLANS

24:01 The Commission shall pay 100% of the cost of:

Ontario Health Insurance Plan

Green Shield Supplementary Plan or equivalent for semi-private care.

Green Shield Extended Health Care Plan T-4 and **Medex** with integrated non- deductible drug plan or equivalent.

Green Shield #9 Dental Plan or equivalent with current O.D.A. rates. Rider to include caps and crowns with annual maximum of \$1000.00 with 50/50 co-payment. Rider to include orthodontic services with lifetime maximum of \$1000.00 with 50/50 co-payment.

Vision Care Plan providing for \$200.00 each two (2) year period.

Long Term Disability Plan, three (3) year own occupation for permanent employees.

24:02 For employees retiring at fifty-five (55) years or over up to age sixty-five (65), the Commission shall pay 100% of the cost of:

Vision Care Plan providing for \$200.00 each two (2) year period.

Green Shield Supplementary Plan or equivalent for semi-private care.

Green Shield **Extended** Health Care Plan T-4 and **Medex** with integrated non-deductible drug plan or equivalent.

Green Shield #9 Dental Plan or equivalent with current O.D.A. rates. Rider to include caps and crowns with annual maximum of \$1000.00 with 50/50 co-payment. Rider to include orthodontic services with **lifetime** maximum of \$1000.00 with 50/50 co-payment.

This payment of benefits shall cease at age sixty-five (65).

- 24:03** (a) The following shall apply only when the employee is in receipt of L.T.D.I. benefits or Workers' Compensation benefits.
- (b) Management shall apply for a disability waiver of premium for Life Insurance and O.M.E.R.S. pension in Article 26.
- (c) The Commission shall continue the payment of medical premiums in Article 24:0 1 for twelve (12) months after expiration of the Commission sick leave plan.
- After twelve (12) months, further payments shall be prorated according to length of service as determined by the posted seniority list as follows:
- Less than five (5) years service - no further payment
- For each year of service over five (5) - six (6) months payment
- In no case shall payment be continued past age sixty-five (65).
- (d) During this twelve (12) month period the employee may be released and this period may be extended by a period of not more than six (6) months on receipt of extenuating medical certification.
- (e) When the employee is no longer eligible for Commission payment of premiums, he or she may remain in the Commission group and make across-the-counter payments to continue these benefits.
- (f) If payment of medical premiums can be secured from other sources, such as spouse's employment or premium assistance, the Commission is not obligated for these payments.
- 24:04** (a) All of the insurance mentioned in this Article and in Article 26 shall be more particularly described in the respective policy or policies of insurance, Any dispute over payment of benefits under any such policy or policies shall be adjusted between the insured or the beneficiary under such policy and the insurer concerned. but the management shall use its best efforts to adjust and settle any such dispute.
- (b) Every employee shall be fully responsible for keeping the Employee Services Department informed of changes in marital status or number of dependents. An employee who is entitled to a reduced hospitalization or medical benefit premium due to a change in dependency status. and who fails to notify the Employee Services Department of such change, shall be responsible for the extra premium expense paid by the Commission on his or her behalf.

Article 25

WORKERS' COMPENSATION

Permanent employees off because of accidents occurring during working hours shall receive 90% of their regular pay from the Commission from the first day off, provided that the employee shall receive initial treatment from the Commission's doctor. Any Workers' Compensation payments received for this period shall be paid over to the Commission by the employee.

At the end of ninety (90) days, the employee shall be paid by the Workers' Compensation Board and Commission payment shall cease.

Article 26

PENSION AND INSURANCE PLANS

26:01 An employee shall retire on the last day of the month in which his or her 65th birthday occurs. However, any person past the age of sixty-five (65) may be hired as a temporary employee.

- 26:02** (a) The Commission and the employees shall participate in the Ontario Municipal Employees Retirement System and Canada Pension Plan as established.
- (b) Effective January 1, 1977 for employees who retire **after** January 1, 1977, the Commission shall provide an O.M.E.R.S. Type I Past Service Supplementary Pension - 2% formula - normal retirement age of sixty-five (65) years, with the total cost paid by the Commission.
- (c) Effective January 1, 1981, the Commission and the employees shall participate in the O.M.E.R.S. Type III Supplementary Pension Plan to provide for payment of a total pension commencing on retirement
- (i) on or after his or her normal retirement date, or
- (ii) **within** ten (10) years before his or her normal retirement date if the employee has completed thirty (30) years of service with the Commission.

The Commission shall pay the total cost of past service and the employee shall pay the total cost of future service.

The O.M.E.R.S. Type III Supplementary Benefit covers all employees who began employment with the P.U.C. prior to January 1, 1983.

26:03 An employee wishing to retire under the provisions of an O.M.E.R.S. Early Retirement Plan shall endeavour to give the immediate supervisor six (6) months notice for orderly planning to take place.

26:04 The Commission and permanent employees shall participate in the Municipal Hydro Group Life Insurance Plan in accordance with the regulations for the plan.

Article 27

UNEMPLOYMENT INSURANCE PREMIUM

27:01 The Commission shall pay the employee's share as well as the employer's share of the cost of Unemployment Insurance Premiums for employees having completed six (6) months continuous service.

27:02 It is agreed that the terms of this Agreement satisfy all legislative requirements related to the Unemployment insurance Premium Reduction.

Article 28

BEREAVEMENT LEAVE

28:01 The present practice of the management granting one (1) to three (3) days bereavement leave at the standard rate of pay to employees attending the funeral of mother, father, sister, brother, wife, husband, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, step-mother, step-father, step-brother, step-sister, and common-law spouse shall be continued. One (1) additional day shall be granted to attend a funeral out-of-province as described above, and two (2) additional days shall be granted to attend a funeral in another continent as described above.

28:02 Management shall grant a maximum of one (1) day for combined bereavement / travel leave at the standard rate of pay to employees attending the funeral of aunt, uncle, niece or nephew.

Article 29

JURY AND WITNESS DUTY

An employee who is summoned to serve as juror or is required by writ or subpoena to appear in court as a witness during the employee's scheduled working hours shall be paid his or her regular pay for the time he or she is required to be in court, provided the employee presents to the immediate supervisor the process which required his or her presence in court and transfers over to the Employee Services Department any amount received by him or her as such juror or witness.

Article 30

EMPLOYMENT OF RELATIVES

The management shall not hire persons on the permanent staff who are related by blood or marriage to existing employees. This policy will not affect any employees who may become in-laws after they have attained permanent employee status with the Commission, except that the management may exercise its right to transfer such employees to other departments. This clause is subject to any new or amended legislation.

Article 31

CONTRACTING OUT

The Commission agrees it shall not put out for tender or contract any position now filled by a member of Local #4, C.U.P.E., so as to have the effect of causing any permanent employee in the bargaining unit to be laid off or reduce his or her present rate of remuneration.

Article 32

GENERAL NOTES

When an employee becomes eligible for an increase in pay, the Employee Services Department shall notify the department manager, the Chair of the General Committee and the Treasurer of the union of the action taken.

Management shall endeavour to provide facilities for the convenience of employees on outside work.

Every employee should be familiar with the job **evaluaion** as it applies to his or her own and related positions. This information is available at all times by contacting the Employee Services Department or the union representatives.

In the event of the decease of an employee or his or her leaving the employment of London **Hydro**, his or her credits shall be paid in cash.

Any notification for any reason to any employee who has **left** the employ of London **Hydro** shall be sent to his or her last known address on file with the Employee Services Department.

Employees shall notify their immediate supervisor and the union within three (3) working days of any change of address.

Communications addressed to the management shall be addressed to the department manager concerned.

Article 33

TEMPORARY LABOUR - WAGE SCHEDULE

33:01 Temporary employees and labourers shall be paid \$11.55 per hour.

Wage Schedule - April 1, 1996 to December 31, 1996

| Level | Weekly Hours | Start | 6 Mos. | 12 Mos. | 18 Mos. | 30 Mos. | 42 Mos. |
|---|--------------|-----------|-----------|-----------|---------|---------|---------|
| 1 | 40.00 | 10.70 | 12.03 | 13.38 | | | |
| | | 428.00 | 481.20 | 535.20 | | | |
| | | 22,256.00 | 25,022.40 | 27,830.40 | | | |
| | 36.25 | 10.70 | 12.03 | 13.38 | | | |
| | | 387.88 | 436.09 | 485.03 | | | |
| | | 20,169.76 | 22,676.68 | 25,221.56 | | | |
| Meter Reading Representative | | | | | | | |
| 2 | 40.00 | 11.29 | 12.69 | 14.09 | | | |
| | | 451.60 | 507.60 | 563.60 | | | |
| | | 23,483.20 | 26,395.20 | 29,307.20 | | | |
| Electric Maintenance Helper Mail Room Courier | | | | | | | |
| | 36.25 | 11.29 | 12.69 | 14.09 | | | |
| | | 409.26 | 460.01 | 510.76 | | | |
| | | 21,281.52 | 23,920.52 | 26,559.52 | | | |
| 3 | 40.00 | 11.86 | 13.33 | 14.82 | | | |
| | | 474.40 | 533.20 | 592.80 | | | |
| | | 24,668.80 | 27,726.40 | 30,825.60 | | | |
| | 36.25 | 11.86 | 13.33 | 14.82 | | | |
| | | 429.93 | 483.21 | 537.23 | | | |
| | | 22,356.36 | 25,126.92 | 27,935.96 | | | |
| Reproduction Equipment Operator | | | | | | | |
| 4 | 40.00 | 12.44 | 13.99 | 15.53 | | | |
| | | 497.60 | 559.60 | 621.20 | | | |
| | | 25,875.20 | 29,099.20 | 32,302.40 | | | |
| | 36.25 | 12.44 | 13.99 | 15.53 | | | |
| | | 450.95 | 507.14 | 562.96 | | | |
| | | 23,449.40 | 26,371.28 | 29,273.92 | | | |
| Data Entry Operator Finance Clerk Typist New Account Representative | | | | | | | |

| Level | Weekly Hours | Start | 6 Mos. | 12 Mos. | 18 Mos. | 30 Mos. | 42 Mos. |
|--|-----------------|-----------|-----------|-----------|-----------|---------|---------|
| 5 | 40.00 | 13.01 | 14.63 | 16.26 | | | |
| | | 520.40 | 585.20 | 650.40 | | | |
| | | 27,060.80 | 30,430.40 | 33,820.80 | | | |
| Materials Management Clerk | | | | | | | |
| | 36.25 | 13.01 | 14.63 | 16.26 | | | |
| | | 471.61 | 530.34 | 589.43 | | | |
| | | 24,523.72 | 27,577.68 | 30,650.36 | | | |
| | 40.00 | 13.59 | 14.71 | 15.84 | 16.98 | | |
| | | 543.60 | 588.40 | 633.60 | 679.20 | | |
| | | 28,267.20 | 30,596.80 | 32,947.20 | 35,318.40 | | |
| Cable Splicer's Helper Construction Worker Meter Reader I | | | | | | | |
| | 36.25 | 13.59 | 14.71 | 15.84 | 16.98 | | |
| | | 492.64 | 533.24 | 574.20 | 615.53 | | |
| | | 25,617.28 | 27,728.48 | 29,858.40 | 32,007.56 | | |
| Engineering Stenographer Finance Clerk II Billing Selection Representative | | | | | | | |
| | 40.00 | 14.16 | 15.34 | 16.53 | 17.70 | | |
| | | 566.40 | 613.60 | 661.20 | 708.00 | | |
| | | 29,452.80 | 31,907.20 | 34,382.40 | 36,816.00 | | |
| Electric Utility Worker Meter Reader II Plant Office Dispatcher Stock Keeper | | | | | | | |
| | 36.25 | 14.16 | 15.34 | 16.53 | 17.70 | | |
| | | 513.30 | 556.08 | 599.21 | 641.63 | | |
| | | 26,691.60 | 28,916.16 | 31,158.92 | 33,364.76 | | |
| Finance Clerk III Senior Stenographer - Engineering Customer Inquiry Representative Customer Inquiry Payment Representative | | | | | | | |

| Level | Weekly Hours | Start | 6 Mos. | 12 Mos. | 18 Mos. | 30 Mos. | 42 Mos. |
|-------|---------------------------------------|-----------|-----------|-----------|-----------|-----------|---------|
| 8 | 40.00 | 14.74 | 15.66 | 16.58 | 17.50 | 18.42 | |
| | | 589.60 | 626.40 | 663.20 | 700.00 | 736.80 | |
| | | 30,659.20 | 32,572.80 | 34,486.40 | 36,400.00 | 38,313.60 | |
| | Buyer | | | | | | |
| | Yard Stock Keeper | | | | | | |
| | 36.25 | 14.74 | 15.66 | 16.58 | 17.50 | 18.42 | |
| | | 534.33 | 567.68 | 601.03 | 634.38 | 667.73 | |
| | | 27,785.16 | 29,519.36 | 31,253.56 | 32,987.76 | 34,721.96 | |
| | Adjustment Representative | | | | | | |
| | New Services Representative | | | | | | |
| | Billing Analyst | | | | | | |
| 9 | 40.00 | 15.32 | 16.27 | 17.23 | 18.18 | 19.14 | |
| | | 612.80 | 650.80 | 689.20 | 727.20 | 765.60 | |
| | | 31,865.60 | 33,841.60 | 35,838.40 | 37,814.40 | 39,811.20 | |
| | Assistant Systems Operator | | | | | | |
| | Equipment Operator | | | | | | |
| | Underground Plant Locator | | | | | | |
| | Radial Boom Operator/Ground Helper | | | | | | |
| | 36.25 | 15.32 | 16.27 | 17.23 | 18.18 | 19.14 | |
| | | 555.35 | 589.79 | 624.59 | 659.03 | 693.83 | |
| | | 28,878.20 | 30,669.08 | 32,478.68 | 34,269.56 | 36,079.16 | |
| | Computer Operator | | | | | | |
| | Drafter-Junior Surveyor | | | | | | |
| | Commercial Industrial Billing Analyst | | | | | | |
| 10 | 40.00 | 15.88 | 16.90 | 17.89 | 18.87 | 19.87 | |
| | | 635.20 | 676.00 | 715.60 | 754.80 | 794.80 | |
| | | 33,030.40 | 35,152.00 | 37,211.20 | 39,249.60 | 41,329.60 | |
| | Collector | | | | | | |
| | 36.25 | 15.88 | 16.90 | 17.89 | 18.87 | 19.87 | |
| | | 575.65 | 612.63 | 648.51 | 684.04 | 720.29 | |
| | | 29,933.80 | 31,856.76 | 33,722.52 | 35,570.08 | 37,455.08 | |
| | Collection Representative | | | | | | |
| | Energy Advisor | | | | | | |

| Level | weekly Hours | Start | 6 Mos. | 12 Mos. | 18 Mos. | 30 Mos. | 42 Mos. |
|-----------|-----------------|--|-----------|---------|-----------|-----------|-----------|
| 11 | 40.00 | 17.28 | 18.13 | | 18.95 | 19.76 | 20.60 |
| | | 691.20 | 725.20 | | 758.00 | 790.40 | 824.00 |
| | | 35,942.40 | 37,710.40 | | 39,416.00 | 41,100.80 | 42,848.00 |
| | | Electric Inspector Electric Servicer Leading Stock Keeper | | | | | |
| | 36.25 | 17.28 | 18.13 | | 18.95 | 19.76 | 20.60 |
| | | 626.40 | 657.21 | | 686.94 | 716.30 | 746.75 |
| | | 32,572.80 | 34,174.92 | | 35,720.88 | 37,247.60 | 38,831.00 |
| | | Accounting Assistant Applications Programmer | | | | | |
| 12 | 40.00 | 17.90 | 18.75 | | 19.59 | 20.45 | 21.32 |
| | | 716.00 | 750.00 | | 783.60 | 818.00 | 852.80 |
| | | 37,232.00 | 39,000.00 | | 40,747.20 | 42,536.00 | 44,345.60 |
| | | Cable Splicer Electrician Leading Construction Worker Tree Trimmer | | | | | |
| | 36.25 | 17.90 | 18.75 | | 19.59 | 20.45 | 21.32 |
| | | 648.88 | 679.69 | | 710.14 | 741.31 | 772.85 |
| | | 33,741.76 | 35,343.88 | | 36,927.28 | 38,548.12 | 40,188.20 |
| 13 | 40.00 | 18.50 | 19.41 | | 20.28 | 21.15 | 22.04 |
| | | 740.00 | 776.40 | | 811.20 | 846.00 | 881.60 |
| | | 38,480.00 | 40,372.80 | | 42,182.40 | 43,992.00 | 45,843.20 |
| | | Electric Meter Technician Electric U/G Maintainer Leading Tree Trimmer Traffic Signal Technician Motor Vehicle and Equipment Mechanic | | | | | |
| | 36.25 | 18.50 | 19.41 | | 20.28 | 21.15 | 22.04 |
| | | 670.63 | 703.61 | | 735.15 | 766.69 | 798.95 |
| | | 34,872.76 | 36,587.72 | | 38,227.80 | 39,867.88 | 41,545.40 |
| | | Drafter Surveyor | | | | | |

| Level | Weekly Hours | Start | 6 Mos. | 12 Mos. | 18 Mos. | 30 Mos. | 42 Mos. |
|---|--------------|-----------|-----------|---------|-----------|-----------|-----------|
| 14 | 40.00 | 19.11 | 20.03 | | 20.93 | 21.85 | 22.75 |
| | | 764.40 | 801.20 | | 837.20 | 874.00 | 910.00 |
| | | 39,748.80 | 41,662.40 | | 43,534.40 | 45,448.00 | 47,320.00 |
| Leading Electric Servicer Systems Operator | | | | | | | |
| | 36.25 | 19.11 | 20.03 | | 20.93 | 21.85 | 22.75 |
| | | 692.74 | 726.09 | | 758.71 | 792.06 | 824.69 |
| | | 36,022.48 | 37,756.68 | | 39,452.92 | 41,187.12 | 42,883.88 |
| 15 | 40.00 | 19.73 | 20.66 | | 21.60 | 22.53 | 23.48 |
| | | 789.20 | 826.40 | | 864.00 | 901.20 | 939.20 |
| | | 41,038.40 | 42,972.80 | | 44,928.00 | 46,862.40 | 48,838.40 |
| Leading Cable Splicer Power Line Maintainer Substation Maintenance Technician | | | | | | | |
| | 36.25 | 19.73 | 20.66 | | 21.60 | 22.53 | 23.48 |
| | | 715.21 | 748.93 | | 783.00 | 816.71 | 851.15 |
| | | 37,190.92 | 38,944.36 | | 40,716.00 | 42,468.92 | 44,259.80 |
| 16 | 40.00 | 20.34 | 21.31 | | 22.27 | 23.23 | 24.19 |
| | | 813.60 | 852.40 | | 890.80 | 929.20 | 967.60 |
| | | 42,307.20 | 44,324.80 | | 46,321.60 | 48,318.40 | 50,315.20 |
| Instrumentation and Control Technologist Leading Electric Meter Technician Leading Electric U/G Maintainer Leading Traffic Signal Technician Leading Motor Vehicle and Equipment Mechanic | | | | | | | |
| | 36.25 | 20.34 | 21.31 | | 22.27 | 23.23 | 24.19 |
| | | 737.33 | 772.49 | | 807.29 | 842.09 | 876.89 |
| | | 38,341.16 | 40,169.48 | | 41,979.08 | 43,788.68 | 45,598.28 |
| Accountant | | | | | | | |
| 17 | 40.00 | 20.93 | 21.92 | | 22.94 | 23.92 | 24.91 |
| | | 837.20 | 876.80 | | 917.60 | 956.80 | 996.40 |
| | | 43,534.40 | 45,593.60 | | 47,715.20 | 49,753.60 | 51,812.80 |
| Leading Power Line Maintainer | | | | | | | |

| Level | Weekly Hours | Start | 6 Mos. | 12 Mos. | 18 Mos. | 30 Mos. | 42 Mos. |
|---|--------------|-----------|-----------|---------|-----------|-----------|-----------|
| 17 | 36.25 | 20.93 | 21.92 | | 22.94 | 23.92 | 24.91 |
| | | 758.71 | 794.60 | | 831.58 | 867.10 | 902.99 |
| | | 39,452.92 | 41,319.20 | | 43,242.16 | 45,089.20 | 46,955.48 |
| Electric Engineering Technician | | | | | | | |
| 18 | 40.00 | 21.55 | 22.56 | | 23.60 | 24.60 | 25.65 |
| | | 862.00 | 902.40 | | 944.00 | 984.00 | 1,026.00 |
| | | 44,824.00 | 46,924.80 | | 49,088.00 | 51,168.00 | 53,352.00 |
| | 36.25 | 21.55 | 22.56 | | 23.60 | 24.60 | 25.65 |
| | | 781.19 | 817.80 | | 855.50 | 891.75 | 929.81 |
| | | 40,621.88 | 42,525.60 | | 44,486.00 | 46,371.00 | 48,350.12 |
| Electric Engineering Technologist Electric Planning Technician | | | | | | | |

A Cost of Living Allowance shall apply in the second year of the Agreement (1993) to provide for an adjustment of 1% for each full 1% change in the Statistics Canada C.P.I. for Canada (1986 = 100). The index published in January 1993 is to be the base for calculating adjustments.

The adjustments shall not be effective unless the C.P.I. exceeds 4.3% and shall be made effective commencing the first payroll period following the publication date in the month in which the C.P.I. is published. Adjustments thereafter will be made in a similar manner every three months. No adjustment upward or downward shall be made if the change in the C.P.I. is less than 1% or within three months of any previous Cost of Living adjustment.

No downward adjustment shall be made to reduce wages below the level of wages negotiated in this Agreement.

It is understood and agreed that the Cost of Living Allowance shall not apply during the term of this Agreement.

Incentive Payment

On April 4, 1996, all permanent employees will receive a \$400.00 lump sum payment,

On December 12, 1996, all permanent employees may receive an additional incentive payment. The amount of the incentive will be either \$0.00, \$200.00 or \$400.00 and will be based on a reduction in 1996 overtime over the twelve (12) month period, January 1 to December 31, 1996. Using 1995 overtime as a base, an 18% reduction will result in a \$200.00 incentive payment; a 25% reduction will result in an additional \$200.00 incentive payment.

1995 Overtime - \$753,000.00

| | | |
|---------------------------|---|----------------------------|
| Less than 18% reduction | - | no incentive payment |
| 18% reduction (\$135,000) | - | 200.00 incentive payment |
| 25% reduction (\$188,000) | - | \$400.00 incentive payment |

Signed on behalf of
The **Hydro Electric Commisison**
of the City of London

D.J. Young
Chair

M.A. GLEESON
General Manager

Signed on behalf of
Local # 4
CANADIAN UNION OF
PUBLIC EMPLOYEES

L.D. FORSTER
President, Local # 4

H.J. POLZIN
Chair, General Committee

A. PILEGGI
General Committee Member

K.J. MORTON
General Committee Member

L. SARTORETTO
General Committee Member

Dated at London, Ontario this 28th day of February, 1996

LONDON **HYDRO** ELECTRIC COMMISSION

LETTER OF INTENT

Flexible Benefits

Local # 4 C.U.P.E. and the management of London Hydro agree that during the term of this agreement, April 1, 1996 to December 31, 1996, that a joint committee of Union and Management staff shall be formed to examine Flexible Benefit Plans for London Hydro. The objectives of this committee will include but not be limited to;

- A. examining the present benefits of all employees;
- B. reviewing available flexible benefit plans;
- C. recommending a flexible benefits system that will provide the highest value per dollar spent and will maintain or enhance the present level of benefit coverage; and
- D. establishing a benefits cost containment mechanism.

The committee shall be formed no later than May 1, 1996 and shall present a report of their findings to the Union Management Committee no later than November 1, 1996.

M. A. GLEESON
General Manager

L. D. FORSTER
Local #4, C.U.P.E.

