

AGREEMENT

between

London Hydro Inc.



**London
Hydro**

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OCT 27 2003

and



**POWER
WORKERS'
UNION**

CUPE Local 1000, Members of

POWER WORKERS' UNION

January 1, 2003 to December 31, 2004

04098(11)

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Article 1

RECOGNITION

1:01 The Management recognizes the Union 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 London Hydro, 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 1st day of January, 2003 to the 31st day of December, 2004 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.

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 upon 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 fifteen (15) 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 Human Resources Department or designate. Requests shall be made by the Utility Steward. 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 Bargaining Committee of not more than five (5) employees as well as up to three (3) representatives of the Power Workers' Union. The five (5) employees of the Bargaining Committee will be paid their regular hourly rate plus applicable burden by the Union for time spent in negotiating a collective agreement during normal working hours. The Union members of the Joint Relationship Committee shall consist of not more than five (5) employees. All committee members, stewards and other employees, except for Bargaining Committee members, meeting Management or Power Workers' Union members for the purpose of discussing

scheduled matters or grievances during working hours will not suffer loss of wages for such meetings of four (4) hours or less. Time spent in such meetings will not count toward the calculation of the maximum one hundred and sixty (160) days absence as described in Article 3:07. The cost of the time spent with Power Workers' Union members in such meetings will be recorded and will be shared between the Corporation and the Union on a 50/50 basis.

The Employee Training and Development Committee will consist of two (2) members of the Union and two (2) members of Management for the purpose of addressing issues relating to employee training and development.

If the Union requires a Union representative to be released from their normal duties to perform Union business, the Union will compensate the Corporation in the following manner. Regular rate of pay plus applicable burden to a maximum of 35% will be reimbursed. If a replacement employee must be paid premium rates to cover the absence of the Union representative, the Union will compensate the Corporation at the applicable overtime rate.

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 up to three (3) representatives of the Power Workers' Union (Staff) 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, one (1) week written notice of such leave shall be given to Management accompanied by the names involved. Under exceptional circumstances, the one (1) week notice period may be waived at Management's discretion.

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

The Utility Steward and members of designated Union Committees, requesting leave to attend Union business and/or arbitration shall be granted leave of absence without pay totaling a maximum of ten (10) working days, subject to the provision of written notice of no less than five (5) days. Total leave of absence in any one (1) calendar year for attendance at Union functions and Union work shall not exceed fifteen (15) working days per employee, except for the Utility Steward who will be granted up to thirty-five (35) 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 for all Union business including grievances. Time spent by the Bargaining Committee meeting for the purposes of bargaining will be exempt from the 160 day provision.

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 Corporation group; the Union and/or employee shall be responsible for 100% payment of these premiums by direct payment to the Corporation.

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 Corporation.

Employees granted leave of absence without pay for periods of one (1) week or less shall be paid by the Corporation; and the Corporation 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 applicable burden to a maximum of 35%.

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

Collections
Customer Services
Electric Cable
Electric Meter
Electric Underground Construction
Engineering
Facilities
Finance
Fleet
Forestry
Information Systems
Instrumentation & Controls
Line
Materials Management
Meter Data Management
Plant Office
Purchasing
Substation Maintenance
System Control & Operations
System Planning
U.R.D.

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.

The Corporation agrees that there shall be no discrimination against or intimidation of any employee for

reasons of union membership **or** union activity, or for exercising rights provided for in the Collective Agreement, the Ontario Human Rights Code, the Employment Standards Act and the Ontario Labour Relations Act.

Any employee covered by this Agreement who feels that they have 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 three (3) months after a lay-off, provided the employee had not accumulated twelve (12) months service, the previous service shall be counted. After twelve (12) months, if work is of an ongoing nature the position will be posted and filled.

It is understood and agreed that seasonal work is not work of an ongoing nature.

Temporary employees shall be paid according to Article 18.

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 they have been performing, they shall become a probationary employee.

If a temporary employee is awarded a classified position in work they have 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, they shall undergo a probationary period of **six (6)** months during which time their qualifications and abilities will be assessed. At any point in time during the probationary period, if they are considered as not being satisfactory to Management, they may be released. At the end of this probationary period, they shall either be released or placed on the permanent staff and their seniority will date back to their last continuous hire date as a temporary or probationary employee.

5:03 Permanent Employee

A permanent employee is currently employed by the Corporation 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 three (3) 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 Human Resources Department for a period of sixty (60) days from the date of posting. The protest shall be answered in writing by the Human Resources 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 Utility Steward 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 fifteen (15) 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 Corporation 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, and shall be returned to the service in order of seniority, subject to the foregoing conditions. Where a permanent employee is to be laid off and has no opportunity to displace another employee, 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. Where a permanent employee is to be laid off and

has opportunity to displace another employee, simultaneous notice shall be given to the employee and the Union.

7:02 A permanent employee affected by the application of Article 7:01 will have the option of accepting the lay-off or exercising their seniority rights to displace the most junior employee in any equivalent or lower rated position, provided such employee has the skills and ability or may be qualified to perform the job within a training period to be determined by Management not to exceed sixty (60) days.

The permanent employee shall notify Management in writing within two (2) weeks of the notice of lay off of their decision to displace another employee. The notification to Management will include the position classification from which they choose to displace a junior employee. The junior employee in the position classification into which an employee has bumped, will be eligible to exercise their rights under Article 7:02, paragraph one (1). Permanent employees who are displaced will become subject to the provisions of this Article. The last permanent employee displaced with no bumping opportunity will be laid off. The two (2) week notice period shall be appropriately extended in the case of an employee who is on vacation or sick. The training period referred to in this Article may be extended at the discretion of Management. Where an employee fails to give written notice of their intention to bump within the two (2) week period, the employee shall relinquish the right to bump, and shall be deemed to have accepted the layoff.

When a permanent employee exercises their option under this Article and bumps into a position, they shall be paid the maximum rate of pay for the position into which they bump.

A permanent employee who fails to qualify to perform the job within sixty (60) days will not be eligible to exercise their rights to displace another employee under Article 7:02 paragraph one (1) and will be laid off.

Employees on Long Term Disability will be excluded from Article 7. Employees who are medically restricted shall be permitted to exercise their rights under Article 7 at the discretion of Management if it is determined that their restriction will not materially affect their ability to perform the work in the position into which they bump. Employees on Maternity/Parental/Adoption Leave or on leave of absence will be permitted to exercise their rights under Article 7 and their pay will revert to the lesser of the maximum rate of pay for the position into which they bump or the rate of pay prior to the leave when they return from leave to fill the position.

7:03 Permanent employees shall return at the same pay step providing they return to work in their former classification within fifteen (15) months.

Employees so re-employed within fifteen (15) months of their layoff shall retain their former seniority.

7:04 When a permanent employee would otherwise be subject to lay off under Article 7:02, and there is available temporary work the employee is qualified to do and has the ability to perform, the temporary employee shall be laid off and the work transferred to the permanent employee who shall not be reclassified as a temporary employee. The employee shall be paid the maximum rate for the position classification into which they bump.

7:05 When a temporary or probationary employee is returned to work in their former position after a layoff of not

more than sixty (60) calendar days, they shall be paid at a rate of not less than the rate they were receiving when previously employed.

7:06 An employee receiving severance pay waives any other rights under Article 7 except for coverage under the Corporation's Health and Dental Plan. Under no circumstances shall an employee who has been laid off be entitled to coverage under the Corporation's Health and Dental Plan for a period of more than three (3) months.

(a) Employees subject to permanent layoff as defined in the Employment Standards Act have the option to elect a severance payment which is the lesser of:

- (i) Two (2) weeks base pay per year of service up to a maximum of thirty (30) weeks pay (payment for incomplete years will be prorated); or
- (ii) An amount which equals base pay from the end of the notice period until the end of the month in which the employee reaches their 65th birthday.

(b) An employee who is laid off, whether or not they elect to take severance pay, is entitled to coverage under the Corporation's Health and Dental Plan for a period of three (3) months from the date of termination of employment or until the commencement of alternative employment, whichever occurs first.

(c) Regardless of when an employee elects to take severance pay, they shall be entitled to a maximum of three (3) months coverage under the Corporation's Health and Dental Plan.

(d) An employee entitled to severance pay may elect to take a lump sum severance payment or the severance payment may be divided into two (2) equal installments, the first installment payable on the date of termination and the second on or about January 15th of the following year.

(e) All severance payments shall be subject to applicable deductions at law. An employee may direct all or a portion of their severance payment into an RRSP, to the extent permitted by law. The employee shall provide the Corporation with the appropriate information for directing payment into their RRSP.

(f) An employee who elects to receive severance pay pursuant to the provisions of this Article waives any and all recall rights under the provisions of Article 7 and any and all rights under the provisions of this Collective Agreement and the employment of the employee shall be deemed terminated.

(g) If at the end of the fifteen (15) month recall period an employee has not been recalled or has not elected to receive severance pay, they will automatically receive the severance pay entitlement.

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 Corporation 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 Union representative being present at the time. The Union representative will be present at the issuance of a written reprimand. 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 they have been unjustly discharged shall be treated as a grievance and processed in accordance with Article 10 of this Agreement.

Letter(s) of reprimand/discipline which have been on an employee's file for two (2) years and there have been no further occurrences, the letter(s) will be removed from all files.

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, they 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 they have 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 forwarded directly to the Utility Steward.

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 Utility Steward or designate(s) shall present the written grievance to the Human Resources Department or designate, who with the senior manager or designate 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 Utility Steward or designate(s) shall present the written grievance to the Chief Executive Officer 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.

10:08 Expedited Resolution Procedure

As an alternative procedure to Step 3, the parties in this agreement may, if it is mutually agreed to in writing within two (2) days of the request, use the services of a single arbitrator as a means of settling grievances and disputes.

(a) The arbitrator selected through mutual agreement shall set a hearing date to take place within twenty-one (21) days of the date of the referral and **shall** render a decision on the case within thirty (30) days of the completion of the hearing of the matter.

(b) Each party shall pay their own costs and expenses of the arbitration and one-half the remuneration and disbursement or expenses of the arbitrator.

Article 11

PAID HOLIDAYS

11:01 All employees shall receive holiday pay in accordance with the Employment Standards Act 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
Canada Day	before Christmas
Thanksgiving Day	last one-half (1/2) working day
Boxing Day	before New Year's

Should the Canada Day holiday fall on a Tuesday, Wednesday or Thursday, a Monday or Friday during the week in which Canada Day falls will be substituted as the designated public holiday. It is agreed that this substitution meets **all** legislative requirements. The designated day shall be determined prior to January 31 each year.

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

Temporary and probationary employees shall be granted this holiday after November 11, providing they are in the employ of the Corporation 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 Corporation 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 not arranged prior to October 15th shall be taken when so indicated by the immediate supervisor. 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.

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.

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.

Five (5) weeks' plus one (1) day after twenty-one (21) years'.

Five (5) weeks' plus two (2) days after twenty-two (22) years'.

Five (5) weeks' plus three (3) days after twenty-three (23) years'.

Five (5) weeks' plus four (4) days after twenty-four (24) years'.

Six (6) weeks' vacation after twenty-five (25) years'
continuous service.

12:03 Management shall provide permanent employees with two (2) weeks' vacation during July and August.

12:04 As far as it is practical, vacation will be granted at the times most desired by the employees subject to the Article preamble.

Management will grant a minimum of two (2) weeks' vacation between June 15 and September 15 to permanent employees. Additional vacation requests will be considered by Management and may be granted if workload permits. Employees may take vacation entitlement in any combination of weeks, days and ½ days.

Vacation requests received by March 1 in any given year will be granted on the basis of seniority. Requests submitted after March 1 will be granted on a first come basis. The efficient operation of Management's plant and business shall be considered first in arranging vacations.

12:05 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.

12:06 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 during which the employee is incapable to work as defined in a doctor's note subject to the following procedure:

- (a) that within twenty-four **(24)** hours of the sickness or accident occurring, they shall notify either their immediate supervisor or the Human Resources Department.
- (b) that upon return to work, the employee substantiates their illness or accident to their immediate supervisor by a medical certificate. Management may, through the services of a designated Corporate doctor, verify the aforementioned certificate and/or require the returning employee to be re-examined by the Corporate 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 they were sick or injured.
- (d) Their remaining vacation shall then be granted in accordance with Articles **12:04** and **12:05** with the exception of the March **1** date mentioned in Article **12:04**.

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 The following paragraphs and sections are intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

13:02

(a) Subject to Article 13:01, and any exceptions noted below, the standard work week shall consist of forty (40) hours or thirty-six and one-quarter ($36\frac{1}{4}$) hours of work per week consisting of five (5) days of eight (8) or seven and one-quarter ($7\frac{1}{4}$) consecutive hours and are as follows:

- 1) The following position classifications or Departments will work Monday to Friday with either a one half ($1/2$) or one (1) hour lunch period to be determined by the senior manager or designate of the department, and will work between the hours shown:

Classification	Between the hours of:
Customer Services Representative (the hour between 1700 and 1800 will be staffed in the following order: by volunteers, temporary employees, then by permanent employees in the order of reverse seniority.)	0800 and 1800

Classification	Between the hours of:
Collector	0800 and 1730
Collection Representative and Finance Dept.	0730 and 1700
Computer Operator	0730 and 0230
Shift Automotive, Truck and Coach Technician	1300 and 2130
Meter Data Management Dept. and Engineering Dept.	0730 and 1630

- 2) **As** determined by the senior manager or designate of the department, the hours of work for the Systems Operator will be arranged to allow for either;
- i) An average of five (5) shifts per seven (7) day week, each shift of (8) hours duration, to allow for an average of forty (40) hours of work per week, Monday through Sunday, between the hours of 0001 and 2400; or
 - ii) An average of twenty (20) shifts per forty-two (42) days, each shift of twelve (12) hours duration, to allow for an average of forty (40) hours of work per week over a six (6) week period, Monday through Sunday, between the hours of 0001 and 2400.
 - iii) The hours of work for the Assistant Systems Operator will be as described in paragraph i) above.

Nothing herein is to be construed as limiting the days worked in any one (1) week or the hours in any one (1) day.

- 3) The hours of work for other forty (40) hour employees not listed above will be

Monday through Friday between the hours of 0730 and 1600 with a one-half (1/2) hour lunch period.

- 4) The following position classifications will work thirty-six and one-quarter (36%) hours of work per week:

Meter Reading Representative
Reproduction Equipment Operator
Finance Clerk Typist
Finance Clerk II
Finance Clerk III
Accounting Assistant

(b) It is understood and agreed between the parties that Management reserves the right to schedule production, to establish shifts and hours of work in any department where it deems it necessary for the efficient or economical carrying out of its operations or undertakings or to meet customer needs or requirements.

In the event that Management wishes to revise existing hours of work or shift schedules, it shall discuss the scheduling, hours of work and classifications with the Union to obtain the Union's consent to such revisions. The Union agrees that its consent shall not be unreasonably withheld.

In the event that the Union withholds its consent, the matter shall be referred to Expedited Arbitration, pursuant to the provisions of this Collective Agreement for final determination. The arbitrator, in rendering their decision shall consider and have regard to whether the requested revision to existing hours of work or shift schedules is necessary for the efficient or economical carrying out of Management's

operations or undertaking or necessary to meet the needs or requirements of customers.

13.03

(a) If employees are required to relieve on a regularly scheduled shift, they shall be paid as follows:

- 1) Except for Systems Operators working twelve (12) hour shifts, they shall receive a minimum sixteen (16) hours off between shifts or they shall be paid at the applicable overtime rates for their next shift.
- 2) They shall receive the appropriate shift bonus as described in 14:04.
- 3) They shall not require the minimum sixteen (16) hours off between the time they finish the relief work and return to their shift if they return to their normally scheduled shift described in 13:02 (a).

(b) All shift worker's schedules other than relief shift work, occasional shift work, and Systems Operators working twelve (12) hour shifts, shall provide a minimum sixteen (16) hours off, excluding lunch periods, between the worker's 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.

(c) Posted shift schedules for Systems Operators shall include not less than twenty-one (21) consecutive days and shall indicate the hours of work. If the posted schedule is changed due to the sickness or accident of a Systems Operator or Assistant Systems Operator and requires the Systems

Operator to work more than five (5) shifts within a week, they shall be paid at the applicable premium rate for all shifts worked in excess of five (5) days within the week.

(d) Occasional Shifts

An occasional shift involves employees working the shift described in **13:02 (a) 1), 3), or 4)** 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** and **2400** hours Saturday and **0001** and **2400** hours Sunday, unless the applicable overtime rate, set out in Article **14:01**, is paid.

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

An occasional shift worker returning to a shift described in **13:02 (a) 1), 3), or 4)** shall not require the minimum sixteen (16) hours off between the time they finish the occasional shift and return to their normal day work.

Notice of required occasional shift work shall be given within the hours of the second regular shift of the employee preceding the scheduled occasional shift.

13:04 Overtime - Shift Workers

Except as otherwise provided for in this Agreement, time worked in excess of the regularly scheduled shift - either eight (**8**) hours or twelve (**12**) hours per shift for forty (40) hour

scheduled employees and seven and one-quarter (7¼) hours per shift for thirty-six and one-quarter (36¼) hour scheduled employees – shall be at the rate of double time.

13:05 Shift Day

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

13:06 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.

13:07 Shift Bonus

Shift Bonus shall be paid in accordance with Article 14:04.

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

13:08 Any employee shall be paid for all hours during which they are in the Management's care, whether they are working, waiting or travelling, except as in 13:09.

13:09 The Corporation recognizes the need for maintenance of employee qualifications and may provide the opportunity for an employee to attend training courses. An employee on a training course shall be paid their normal rate only. No compensation shall be given for traveling time outside of normal working hours in order to attend training courses.

When an employee is required by the Corporation 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 Corporation.

13:10 Compressed Work Week

Notwithstanding the intent and meaning of Article 13, Hours of Work, Article 14, Premium Pay and Article 16, Temporary Replacement Pay, employees may request to work a Compressed Work Week. Management reserves the right to accept or reject the request, and a work group can be required to work a Compressed Work Week only if a simple majority in the work group is in favor of the request. If approved, unless otherwise agreed to, employees shall work ten (10) hours (forty (40) hour employees) or nine (9) hours (thirty-six and one-quarter (36%)hour employees) between the hours of 0600 and 0230 either Monday through Thursday inclusive or Tuesday through Friday inclusive.

Employees will be granted a twenty (20) minute paid lunch break to be taken at or near the job site, in the middle of the work day, but in no circumstances shall an employee work more than five (5) hours without a meal break.

It is understood and agreed to by both parties, that employees working a Compressed Work Week, shall have ten (10) hours charged to their vacation entitlement for each vacation day if they normally work a forty (40) hour week and nine (9) hours charged to their vacation entitlement for each vacation day charged to their vacation entitlement if they normally work a thirty-six and one-quarter (36¼) hour week.

Employees designated to work a Compressed Work Week who are on vacation for a full week shall have a normal

work week (forty (40) or thirty-six and one-quarter (36¼ hours) charged to their vacation entitlement.

It is understood and agreed to by both parties, that employees working a Compressed Work Week, and who miss work due to sickness or other approved absences, shall be paid ten (10) hours sick pay if they normally work a forty (40) hour week and nine (9) hours sick pay if they normally work a thirty-six and one-quarter (36¼) hour week.

It is understood and agreed to by both parties, that employees who work a Compressed Work Week in which there is a Statutory Holiday, shall work 3 compressed work days and shall receive eight (8) hours pay for the Statutory Holiday if they normally work a forty (40) hour week and seven and one-quarter (7¼) hours pay if they normally work a thirty-six and one-quarter (36%)hour week. In order that employees not suffer any loss of wages as a result of working a Compressed Work Week in which there is a Statutory Holiday, an additional two (2) hours pay for forty (40) hour employees and one and three-quarter (1¾)hours pay for the thirty-six and one-quarter (36%)hour employees will be included in the employee's weekly pay, and the employee will be obligated to work, or otherwise gain credit for the addition of the two (2) hours (forty (40) hour employees) and one and three-quarter (1¾) hours (thirty-six and one-quarter (36%) hour employees) missed, through arrangements with their direct supervisor.

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, with the exception of banked time as described in Article 14:02.

14:02 Banked time

Banked time provisions will apply to all employees at London Hydro as follows:

- 1) Overtime hours worked may be banked or paid at double time.
- 2) A maximum of forty (40) hours at any point in time may be accumulated and used as banked time.
- 3) Such banked time may be taken at a mutually agreeable time.
- 4) Banked time may be used to make up the 2 hour shortfall in a week in which there is a Statutory Holiday in which three (3) ten (10) hour shifts are worked (eight (8) hours for the Statutory Holiday)

Paid Holidays as listed in Article 11:01 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.

14:03 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-out, 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 or for those 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 set by the Management of London Hydro 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.

14:04 Shift Bonus

Established shifts shall be bonused in accordance with the following, after complying with conditions set out in Article 13.

For all shifts Monday to Friday, a shift bonus of eighty (80) cents in 2003 and ninety (90) cents in 2004 shall be paid for each hour worked during the shift if the majority of the hours of the shift fall outside the hours of 0730 to 1800.

For all shifts Saturday, Sunday and Paid Holidays, a shift bonus of \$1.50 shall be paid for each hour worked except for the eight (8) hours considered to be the day shift for which the bonus shall be eighty (80) cents in 2003 and ninety (90) cents in 2004 for each hour worked.

14:05 Standby Pay

Employees on standby duty shall receive an allowance of \$150.00 per seven (7) day week plus an extra \$40.00 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 Corporate 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 continuously with and in excess of their normal hours for ninety (90) minutes or more they shall be supplied with a suitable meal by Management, and every four (4) hours thereafter.

If Management chooses not to supply this meal, employees will be paid \$11.00 for every four (4) hour period beginning ninety (90) minutes after normal hours.

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 weekend 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.

14:09 System Operators scheduled to work on a Statutory Holiday will be paid double time for hours worked plus one (1) additional day to be scheduled by the employee.

14:10 Sleep Time

If an employee:

- 1) Has worked sixteen (16) hours continuously; or

- 2) Has accumulated sixteen (16) hours of actual work time in any twenty-four (24) hour period and has not had at least six (6) hours off between 2230 hours and 0730 hours;

The employee **is** entitled to eight (8) hours off to rest and shall **be** paid at straight time if this coincides with the employee's regular scheduled shift. The eight (8) hours will start counting from the time the employee stops working or from the time the employee ceases to **be** paid as described in Article 14:03 (Call-out).

If an employee:

- 3) Has accumulated more than four (4) hours of actual work time between the hours of 2230 hours and 0730 hours:

The employee is entitled to four (4) hours off to rest and shall be paid at straight time if this coincides with the employee's regular scheduled shift. The four (4) hours will start counting **from** the time the employee stops working or from the time the employee ceases to be paid as described in Article 14:03 (Call-out).

Note: If an employee is required to continue with their work duties during the entitled rest period, the employee will be paid double time if the rest period coincides with their regularly scheduled shift. The employee will be paid at this rate until the entitled rest period has ended.

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, senior employees shall be given special consideration.

Length of service includes all accumulated working time, excluding any periods of lay-off.

15:02 Subject to the provisions of Article 15:07, in filling vacancies, 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 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 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 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. The qualification test shall be developed and administered by Management. Management will supply the Union with a confidential copy of each qualification test prior to the test being administered during the filling of vacancies.

Job Testing Criteria

- 1) Written testing for jobs will be administered by the Human Resources Department.
- 2) The test correlating to a particular position will be the same test taken by all applicants for that particular posting.
- 3) The marking of a test or grading of a test will be administered by the Human Resources Department and released to tested individuals upon request.
- 4) Tests will be relevant and relate to the scope of the position and stated education as outlined in the job description.

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 their 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 demonstrate that they have reached the minimum standard required for advancement in their trade.

During this period the employee shall be paid at their 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, they shall be placed in that level at the nearest rate higher than they were 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 next 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.

15:07 Discretionary Transfers

At the discretion of Management, when an employee, in order to retain employment, is permanently transferred to another position, the job posting provisions of Article 15, with the exception of Article 15:02 (a) and (b), will be waived. If the transfer is to a position in a level with a higher rate of pay, the employee's wage will be determined by Article 15:05. If the transfer is to a position in a level with a lower rate of pay, the employee's wage shall be red-circled and not changed until such time as the rate for the new position reaches or exceeds the rate of the old position.

Management agrees to advise and meet with the Union, prior to any transfers taking place under this Article.

It is understood and agreed that the provisions of Article 15:07 when utilized by Management shall take precedence over the provisions of Article 7 and the provisions of Article 7 shall be waived by the Union.

Article 16

TEMPORARY REPLACEMENT PAY

Appreciative of the need for substitution and temporary replacement of employees in an organization such as London Hydro, 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 Article 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 except in the case of Maternity/Parental/Adoption Leaves.

Relief opportunities will only be offered to permanent employees.

16:02 An employee temporarily assigned to a position with a lower pay rating shall be paid at their 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 Article 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.

After being in a relief position for more than one (1) month the employee will be paid at the higher rate of pay for subsequent Statutory Holidays while in the relief position.

16:06 An employee shall not assume the responsibility of a higher rated position until ordered to do so by their 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

18:01 Temporary employees performing some or all of the duties of a position classification at a job level of 11 or below shall be paid the temporary wage rate as per Article 33, and after accumulating twelve (12) months service, they shall move to the start step of the position classification, and they shall not move through progression. Such persons can only be hired on the permanent staff after the bulletining provisions of this Agreement have been completed.

18:02 Temporary employees performing some or all of the duties of a position classification at a job level of 12 or above shall be paid 70% of the job rate. Such persons can only be hired on the permanent staff after the bulletining provisions of this Agreement have been completed.

Article 19

DESIGNATED TRADES

Whenever a designated trades person is hired on a temporary basis and is deemed to be fully qualified, they shall be paid at a rate second from the top of the position classification in which they are working. Such persons can only be hired on the permanent staff after the bulletining provisions of this Agreement have been completed.

Article 20

LEARNERS AND APPRENTICES

20:01 The learners and apprentices clause shall not apply up to and including position level 11.

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 senior manager or designate.

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 AND HAND TOOL ALLOWANCE

22:01 The Corporation shall pay \$160.00 effective January 1, 2003 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 Arborist and Arborist will receive \$180.00 effective January 1, 2003 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 1 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 \$100.00 (\$400.00 to the Automotive Truck & Coach Technician, Shift Automotive Truck & Coach Technician and to Leading Automotive Truck & Coach Technician) per year. Permanent employees in the designated classifications as of January 1 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 Workplace Safety and Insurance Board.

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, the Plant Office or Control Room. If it is physically impossible for the employee to give notification within the prescribed time, they 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 their immediate supervisor during their 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.

When requested by Management to produce a Doctor's Certificate after illness or injury, the Corporation will reimburse the employee's doctor's fee associated with obtaining such a certificate (to a maximum of \$15.00) upon presentation of the associated bill or receipt.

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, Parental and Adoption Leave

Maternity, parental and adoption 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 Corporation shall continue medical plan coverage as per Article 24:01. The employee shall notify the employer, in writing, that they do not wish to continue contributions to O.M.E.R.S.

During the leave of absence the employee shall be eligible for Bulletined Positions and shall not be eligible for Sick and Accident Plan, and Workplace Safety and Insurance Board benefits.

During the seventeen (17) week Maternity Leave provided by the Employment Standards Act, the employee shall be entitled to a top up over and above the amount provided by Employment Insurance to bring their pay to 100% of their normal basic earnings for the first six (6) weeks and 80% of their normal basic earnings for the remaining eleven (11) weeks.

23:07 Permanent employees shall be allowed time off not to exceed eight (8) hours per year for medical or dental appointments. This time may be taken as eight (8) one (1) hour, four (4) two (2) hour or one (1) eight (8) 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 their immediate supervisor.

23:08 General Family Leave

When in the Corporation's judgement the circumstances warrant such action a leave of absence with pay will be granted to a maximum of one (1) day in a calendar year.

This leave is based upon reasons of personal emergency, such as severe illness in the immediate family, which would necessitate remaining away from work until adequate arrangements could be made for outside help, or in cases where an employee is faced with the effects of a severe storm, fire or flood.

Article 24

MEDICAL PLANS

24:01 The Corporation 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 "Out of Province" with integrated drug plan or equivalent and dispensing fee capped at \$7.00.

Green Shield #9 Dental Plan or equivalent with current O.D.A. rates. Rider to include caps and crowns with annual maximum of \$1200.00 with 50/50 co-payment. Rider to include orthodontic services with lifetime maximum of \$1500.00 with 50/50 co-payment.

Vision Care Plan providing for \$300.00 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 Corporation shall pay 100% of the cost of:

Vision Care Plan providing for \$300.00 each two (2) year period.

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

Green Shield Extended Health Care Plan T-4 and "Out of Province" with integrated drug plan or equivalent and dispensing fee capped at \$7.00.

Green Shield #9 Dental Plan or equivalent with current O.D.A. rates. Rider to include caps and crowns with annual maximum of \$1200.00 with 50/50 co-payment. Rider to include orthodontic services with lifetime maximum of \$1500.00 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 Workplace Safety and Insurance 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 Corporation shall continue the payment of medical premiums in Article 24:01 for twelve (12) months after expiration of the Corporation 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) When the employee is no longer eligible for Corporation payment of premiums, they may remain in the Corporation group and make across-the-counter payments to continue these benefits.
- (e) If payment of medical premiums can be secured from other sources, such as spouse's employment or premium assistance, the Corporation 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 Human Resources 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 Human Resources Department of such change, shall be responsible for the extra premium expense paid by the Corporation on their behalf.

Article 25

WORKPLACE SAFETY AND INSURANCE

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

At the end of ninety (90) days, the employee shall be paid by the Workplace Safety and Insurance Board and Corporation payment shall cease.

Article 26

PENSION AND INSURANCE PLANS

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

26:02 (a) The Corporation 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 Corporation 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 Corporation.
- (c) Effective January 1, 1981, the Corporation 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 their normal retirement date, or
 - (ii) within ten (10) years before their normal retirement date if the employee has completed thirty (**30**) years of service with the Corporation.

The Corporation 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 Corporation and permanent employees shall participate in the Municipal Hydro Group Life Insurance Plan or equivalent, in accordance with the regulations **for** the plan.

26:05 Irrespective of the post retirement provisions described in the Municipal Hydro Group Life Insurance plan or equivalent, retiring employees will receive a \$10,000 paid up life insurance policy.

26:06 Employees may participate in a spousal group life insurance plan as provided by our carrier for group life insurance. Employees shall pay the premiums for this benefit.

Article 27

EMPLOYMENT INSURANCE PREMIUM

27:01 The Corporation shall pay the employee's share as well as the employer's share of the cost of Employment 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 Employment Insurance Premium Reduction.

Article 28

BEREAVEMENT LEAVE

28:01 Employees will be entitled to five (5) days bereavement leave at the standard rate of pay to attend the funeral of or grieve the loss of a partner or child.

Employees will be entitled to three (3) days bereavement leave at the standard rate of pay to attend the funeral of or grieving the loss of mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchildren, grandparents, step-mother, step-father, step-brother, step-sister, step-children, and spouse's grandparents. 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 and spouse's aunt, uncle, niece or nephew.

28:03 Bereavement leave during an employee's scheduled vacation will credit the employee's vacation by the number of qualified days. Credited vacation will be taken at a time mutually agreeable.

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 their regular pay for the time they are required to be in court, provided the employee presents to the immediate supervisor the process which required their presence in court and transfers over to the Human Resources Department any amount received by them as such juror or witness.

Article 30

EMPLOYMENT OF RELATIVES

The Management shall not hire persons on the permanent staff who are the spouse, same-sex partner, child or parent of an employee. This policy will not affect any employees who may become married after they have been employed in a permanent position 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 Corporation agrees it shall not put out for tender or contract any position now filled by a member of PWU, C.U.P.E. Local 1000, so as to have the effect of causing any permanent employee in the bargaining unit to be laid off or reduce their present rate of remuneration.

Consideration will be given to using in-house resources prior to considering the renewal of existing contract(s) or initiating new contract(s).

Article 32

GENERAL NOTES

When an employee becomes eligible for an increase in pay, the Human Resources Department shall notify the

senior manager or designate, the Utility Steward 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 evaluation as it applies to their own and related positions. This information is available at all times by contacting the Human Resources Department or the Union representatives.

In the event of the decease of an employee or their leaving the employment of London Hydro, their 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 their last known address on file with the Human Resources 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 senior manager or designate concerned.

Article 33

TEMPORARY LABOUR - WAGE SCHEDULE

Temporary employees performing some or all of the duties of a position classification at a job level of 11 or below shall be paid \$13.40 per hour (\$13.80 in 2004).

Article 34

Wage Scale - January 1, 2003 - December 31, 2003

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 1	40	\$12.40	\$13.96	\$15.52			
		\$496.00	\$558.40	\$620.80			
		\$25,792.00	\$29,036.80	\$32,281.60			
62	36.25	\$12.40	\$13.96	\$15.52			
		\$449.50	\$506.05	\$562.60			
		\$23,374.00	\$26,314.60	\$29,255.20			
		Meter Reading Representative					
Level2	40	\$13.10	\$14.72	\$16.36			
		\$524.00	\$588.80	\$654.40			
		\$27,248.00	\$30,617.60	\$34,028.80			
		Electric Maintenance Helper					

Wage Scale - January 1, 2003 - December 31, 2003

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level3	40	\$13.77	\$15.47	\$17.20			
		\$550.80	\$618.80	\$688.00			
		\$28,641.60	\$32,177.60	\$35,776.00			
	36.25	\$13.77	\$15.47	\$17.20			
		\$499.16	\$560.79	\$623.50			
		\$25,956.45	\$29,160.95	\$32,422.00			
		Reproduction Equipment Operator					

Wage Scale -January 1, 2003 - December 31, 2003

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
64	Level 4	40	\$14.42	\$16.23	\$18.03		
			\$576.80	\$649.20	\$721.20		
			\$29,993.60	\$33,758.40	\$37,502.40		
		New Accounts Representative					
	36.25	\$14.42	\$16.23	\$18.03			
		\$522.73	\$588.34	\$653.59			
\$27,181.70		\$30,593.55	\$33,986.55				
	Finance Clerk Typist						
Level 5	40	\$15.10	\$16.96	\$18.88			
		\$604.00	\$678.40	\$755.20			
		\$31,408.00	\$35,276.80	\$39,270.40			
	Electric Utility Worker Meter Data Representative Saves Representative						

Wage Scale - January 1, 2003 - December 31, 2003

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 6	40	\$15.76	\$17.05	\$18.38	\$19.70		
		\$630.40	\$682.00	\$735.20	\$788.00		
		\$32,780.80	\$35,464.00	\$38,230.40	\$40,976.00		
		Engineering Stenographer					
		Meter Reader I					
65	36.25	\$15.76	\$17.05	\$18.38	\$19.70		
		\$571.30	\$618.06	\$666.28	\$714.13		
		\$29,707.60	\$32,139.25	\$34,646.30	\$37,134.50		
		Finance Clerk II					

Wage Scale - January 1, 2003 - December 31, 2003

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 7	40	\$16.43	\$17.79	\$19.17	\$20.52		
		\$657.20	\$711.60	\$766.80	\$820.80		
		\$34,174.40	\$37,003.20	\$39,873.60	\$42,681.60		
		Administrative Assistant - Engineering					
		Billing Selection Representative					
		C/S Inquiry/Payment Representative					
		Construction Worker					
		Customer Services Representative					
		Meter Reader II					
		Plant Office Dispatcher					
		Purchasing Assistant					
		Quality Systems Administrator					
	36.25	\$16.43	\$17.79	\$19.17	\$20.52		
		\$595.59	\$644.89	\$694.91	\$743.85		
		\$30,970.55	\$33,534.15	\$36,135.45	\$38,680.20		
		Finance Clerk III					

Wage Scale - January 1, 2003 - December 31, 2003

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level8	40	\$17.11	\$18.17	\$19.23	\$20.30	\$21.37	
		\$684.40	\$726.80	\$769.20	\$812.00	\$854.80	
		\$35,588.80	\$37,793.60	\$39,998.40	\$42,224.00	\$44,449.60	
		Billing Analyst					
		Stockkeeper					
Level9	40	\$17.77	\$18.89	\$19.97	\$21.08	\$22.20	
		\$710.80	\$755.60	\$798.80	\$843.20	\$888.00	
		\$36,961.60	\$39,291.20	\$41,537.60	\$43,846.40	\$46,176.00	
		Assistant Systems Operator					
		Customer Service Representatives Group Lead					
		Drafter-Junior Surveyor					
		Equipment Operator					
		Head Cashier					
		Radial Boom Operator/Ground Helper					
		Undeground Plant Locator					
		VEE (Internal) Representative					

Wage Scale - January 1, 2003 - December 31, 2003

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.	
Level 10	40	\$18.43	\$19.59	\$20.76	\$21.90	\$23.05		
		\$737.20	\$783.60	\$830.40	\$876.00	\$922.00		
		\$38,334.40	\$40,747.20	\$43,180.80	\$45,552.00	\$47,944.00		
		Collection Representative						
		Collector						
Level 11	40	\$20.03	\$21.02		\$21.99	\$22.92	\$23.90	
		\$801.20	\$840.80		\$879.60	\$916.80	\$956.00	
		\$41,662.40	\$43,721.60		\$45,739.20	\$47,673.60	\$49,712.00	
		Electric Servicier						
		Lead Hand Meter Data Management						
	36.25	\$20.03	\$21.02		\$21.99	\$22.92	\$23.90	
		\$726.09	\$761.98		\$797.14	\$830.85	\$866.38	
		\$37,756.55	\$39,622.70		\$41,451.15	\$43,204.20	\$45,051.50	
		Accounting Assistant						

Wage Scale -January 1, 2003 - December 31, 2003

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 12	40	\$20.78	\$21.75		\$22.73	\$23.72	\$24.74
		\$831.20	\$870.00		\$909.20	\$948.80	\$989.60
		\$43,222.40	\$45,240.00		\$47,278.40	\$49,337.60	\$51,459.20
		Arborist					
		Electrician					
		Electric Inspector					
		Leading Construction Worker					
Level 13	40	\$21.47	\$22.52		\$23.53	\$24.53	\$25.56
		\$858.80	\$900.80		\$941.20	\$981.20	\$1,022.40
		\$44,657.60	\$46,841.60		\$48,942.40	\$51,022.40	\$53,164.80
		AMFM/Surveyor Technician					
		Auto, Truck and Coach Technician					
		Electric Cable Splicer					
		ShiftAuto, Truck and Coach Technician					

Wage Scale - January 1, 2003 - December 31, 2003

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LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 14	40	\$22.16	\$23.24		\$24.29	\$25.36	\$26.38
		\$886.40	\$929.60		\$971.60	\$1,014.40	\$1,055.20
		\$46,092.80	\$48,339.20		\$50,523.20	\$52,748.80	\$54,870.40
		Electric Meter Technician					
		Electric Underground Cable Maintainer					
		Instrumentation & Controls Technician					
		Leading Arborist					
		Leading Electric Servicer					
		Systems Operator					
Level 15	40	\$22.88	\$23.96		\$25.05	\$26.13	\$27.24
		\$915.20	\$958.40		\$1,002.00	\$1,045.20	\$1,089.60
		\$47,590.40	\$49,836.80		\$52,104.00	\$54,350.40	\$56,659.20
		Energy Services Technician					
		Substation Maintenance Technician					

Wage Scale - January 1, 2003 - December 31, 2003

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 16	40	\$23.61 \$944.40 \$49,108.80	\$24.72 \$988.80 \$51,417.60		\$25.83 \$1,033.20 \$53,726.40	\$26.93 \$1,077.20 \$56,014.40	\$28.05 \$1,122.00 \$58,344.00
		Leading Auto, Truck and Coach Technician Leading Electric Cable Splicer Leading Electric Meter Technician Leading Electric Underground Maintainer Powerline Maintainer Quality Assurance Electric Meter Technician					
Level 17	40	\$24.29 \$971.60 \$50,523.20	\$25.43 \$1,017.20 \$52,894.40		\$26.60 \$1,064.00 \$55,328.00	\$27.76 \$1,110.40 \$57,740.80	\$28.89 \$1,155.60 \$60,091.20
		Electric Engineering Technician Instrumentation & Controls Technologist Leading Powerline Maintainer					

Wage Scale - January 1, 2003 - December 31, 2003

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 18	40	\$25.00	\$26.16		\$27.37	\$28.54	\$29.75
		\$1,000.00	\$1,046.40		\$1,094.80	\$1,141.60	\$1,190.00
		\$52,000.00	\$54,412.80		\$56,929.60	\$59,363.20	\$61,880.00
		Electric Planning Technician					
Level 19	40	\$25.76	\$26.96		\$28.20	\$29.40	\$30.66
		\$1,030.40	\$1,078.40		\$1,128.00	\$1,176.00	\$1,226.40
		\$53,580.80	\$56,076.80		\$58,656.00	\$61,152.00	\$63,772.80
Level 20	40	\$26.55	\$27.77		\$29.06	\$30.27	\$31.60
		\$1,062.00	\$1,110.80		\$1,162.40	\$1,210.80	\$1,264.00
		\$55,224.00	\$57,761.60		\$60,444.80	\$62,961.60	\$65,728.00
		Electric Engineering Technologist					

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Wage Scale - January 1, 2004 - December 31, 2004

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LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 1	40	\$12.77	\$14.38	\$15.99			
		\$510.80	\$575.20	\$639.60			
		\$26,561.60	\$29,910.40	\$33,259.20			
	36.25	\$12.77	\$14.38	\$15.99			
		\$462.91	\$521.28	\$579.64			
		\$24,071.45	\$27,106.30	\$30,141.15			
Meter Reading Representative							
Level 2	40	\$13.49	\$15.16	\$16.85			
		\$539.60	\$606.40	\$674.00			
		\$28,059.20	\$31,532.80	\$35,048.00			
Electric Maintenance Helper							

Wage Scale - January 1, 2004 - December 31, 2004

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 3	40	\$14.18 \$567.20 \$29,494.40	\$15.93 \$637.20 \$33,134.40	\$17.72 \$708.80 \$36,857.60			
	36.25	\$14.18 \$514.03 \$26,729.30	\$15.93 \$577.46 \$30,028.05	\$17.72 \$642.35 \$33,402.20			
		Reproduction Equipment Operator					

Wage Scale - January 1, 2004 - December 31, 2004

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 4	40	\$14.85	\$16.72	\$18.57			
		\$594.00	\$668.80	\$742.80			
		\$30,888.00	\$34,777.60	\$38,625.60			
		New Accounts Representative					
	36.25	\$14.85	\$16.72	\$18.57			
		\$538.31	\$606.10	\$673.16			
		\$27,992.25	\$31,517.20	\$35,004.45			
		Finance Clerk Typist					
Level 5	40	\$15.55	\$17.47	\$19.45			
		\$622.00	\$698.80	\$778.00			
		\$32,344.00	\$36,337.60	\$40,456.00			
		Electric Utility Worker					
		Meter Data Representative					
		Saves Representative					

Wage Scale • January 1, 2004 • December 31, 2004

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 6	40	\$16.23	\$17.56	\$18.93	\$20.29		
		\$649.20	\$702.40	\$757.20	\$811.60		
		\$33,758.40	\$36,524.80	\$39,374.40	\$42,203.20		
		Engineering Stenographer Meter Reader I					
76	36.25	\$16.23	\$17.56	\$18.93	\$20.29		
		\$588.34	\$636.55	\$686.21	\$735.51		
		\$30,593.55	\$33,100.60	\$35,683.05	\$38,246.65		
		Finance Clerk II					

Wage Scale - January 1, 2004 - December 31, 2004

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 7	40	\$16.92	\$18.32	\$19.75	\$21.14		
		\$676.80	\$732.80	\$790.00	\$845.60		
		\$35,193.60	\$38,105.60	\$41,080.00	\$43,971.20		
		Administrative Assistant - Engineering					
		Billing Selection Representative					
		C/S Inquiry/Payment Representative					
		Construction Worker					
		Customer Services Representative					
		Meter Reader II					
		Plant Office Dispatcher					
		Purchasing Assistant					
		Quality Systems Administrator					
	36.25	\$16.92	\$18.32	\$19.75	\$21.14		
		\$613.35	\$664.10	\$715.94	\$766.33		
		\$31,894.20	\$34,533.20	\$37,228.75	\$39,848.90		
		Finance Clerk III					

Wage Scale - January 1, 2004 - December 31, 2004

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level8	40	\$17.62 \$704.80 \$36,649.60	\$18.72 \$748.80 \$38,937.60	\$19.81 \$792.40 \$41,204.80	\$20.91 \$836.40 \$43,492.80	\$22.01 \$880.40 \$45,780.80	
		Billing Analyst Stockkeeper					
Level9	40	\$18.30 \$732.00 \$38,064.00	\$19.46 \$778.40 \$40,476.80	\$20.57 \$822.80 \$42,785.60	\$21.71 \$868.40 \$45,156.80	\$22.87 \$914.80 \$47,569.60	
		Assistant Systems Operator Customer Service Representatives Group Lead Drafter-Junior Surveyor Equipment Operator Head Cashier Radial Boom Operator/Ground Helper Undeground Plant Locator VEE (Internal) Representative					

Wage Scale - January 1, 2004 - December 31, 2004

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LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 10	40	\$18.98	\$20.18	\$21.38	\$22.56	\$23.74	
		\$759.20	\$807.20	\$855.20	\$902.40	\$949.60	
		\$39,478.40	\$41,974.40	\$44,470.40	\$46,924.80	\$49,379.20	
		Collection Representative Collector Computer Operator Energy Advisor					
Level 11	40	\$20.63	\$21.65		\$22.65	\$23.61	\$24.62
		\$825.20	\$866.00		\$906.00	\$944.40	\$984.80
		\$42,910.40	\$45,032.00		\$47,112.00	\$49,108.80	\$51,209.60
		Electric Servicer Lead Hand Meter Data Management					
	36.25	\$20.63	\$21.65		\$22.65	\$23.61	\$24.62
		\$747.84	\$784.81		\$821.06	\$855.86	\$892.48
		\$38,887.55	\$40,810.25		\$42,695.25	\$44,504.85	\$46,408.70
		Accounting Assistant					

Wage Scale - January 1, 2004 - December 31, 2004

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 12	40	\$21.40	\$22.40		\$23.41	\$24.43	\$25.48
		\$856.00	\$896.00		\$936.40	\$977.20	\$1,019.20
		\$44,512.00	\$46,592.00		\$48,692.80	\$50,814.40	\$52,998.40
		Arborist					
		Electrician					
		Electric Inspector					
		Leading Construction Worker					
Level 13	40	\$22.11	\$23.20		\$24.24	\$25.27	\$26.33
		\$884.40	\$928.00		\$969.60	\$1,010.80	\$1,053.20
		\$45,988.80	\$48,256.00		\$50,419.20	\$52,561.60	\$54,766.40
		AMFM/Surveyor Technician					
		Auto, Truck and Coach Technician					
		Electric Cable Splicer					
		Shift Auto, Truck and Coach Technician					

Wage Scale - January 1, 2004 - December 31, 2004

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 14	40	\$22.82	\$23.94		\$25.02	\$26.12	\$27.17
		\$912.80	\$957.60		\$1,000.80	\$1,044.80	\$1,086.80
		\$47,465.60	\$49,795.20		\$52,041.60	\$54,329.60	\$56,513.60
		Electric Meter Technician					
		Electric Underground Cable Maintainer					
		Instrumentation & Controls Technician					
		Leading Arborist					
		Leading Electric Servicer					
		Systems Operator					
Level 15	40	\$23.57	\$24.68		\$25.80	\$26.91	\$28.06
		\$942.80	\$987.20		\$1,032.00	\$1,076.40	\$1,122.40
		\$49,025.60	\$51,334.40		\$53,664.00	\$55,972.80	\$58,364.80
		Energy Services Technician					
		Substation Maintenance Technician					

Wage Scale - January 1, 2004 - December 31, 2004

LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
Level 16	40	\$24.32	\$25.46		\$26.60	\$27.74	\$28.89
		\$972.80	\$1,018.40		\$1,064.00	\$1,109.60	\$1,155.60
		\$50,585.60	\$52,956.80		\$55,328.00	\$57,699.20	\$60,091.20
		Leading Auto, Truck and Coach Technician					
		Leading Electric Cable Splicer					
		Leading Electric Meter Technician					
		Leading Electric Underground Maintainer					
		Powerline Maintainer					
		Quality Assurance Electric Meter Technician					
Level 17	40	\$25.02	\$26.19		\$27.40	\$28.59	\$29.76
		\$1,000.80	\$1,047.60		\$1,096.00	\$1,143.60	\$1,190.40
		\$52,041.60	\$54,475.20		\$56,992.00	\$59,467.20	\$61,900.80
		Electric Engineering Technician					
		Instrumentation & Controls Technologist					
		Leading Powerline Maintainer					

Wage Scale - January 1, 2004 - December 31, 2004

	LEVEL	Weekly Hours	Start	6 Mos.	12 Mos.	18 Mos.	30 Mos.	42 Mos.
	Level 18	40	\$25.75	\$26.94		\$28.19	\$29.40	\$30.64
			\$1,030.00	\$1,077.60		\$1,127.60	\$1,176.00	\$1,225.60
			\$53,560.00	\$56,035.20		\$58,635.20	\$61,152.00	\$63,731.20
			Electric Planning Technician					
W	Level 19	40	\$26.53	\$27.77		\$29.05	\$30.28	\$31.58
			\$1,061.20	\$1,110.80		\$1,162.00	\$1,211.20	\$1,263.20
			\$55,182.40	\$57,761.60		\$60,424.00	\$62,982.40	\$65,686.40
	Level 20	40	\$27.35	\$28.60		\$29.93	\$31.18	\$32.55
			\$1,094.00	\$1,144.00		\$1,197.20	\$1,247.20	\$1,302.00
			\$56,888.00	\$59,488.00		\$62,254.40	\$64,854.40	\$67,704.00
			Electric Engineering Technologist					

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.

This Article will be put in abeyance for the term of this agreement.

Signed on behalf of

London Hydro Inc.

W.J. KUNZ, Vice President , Human Resources
Chair, Management Committee

S. STEFANKO

Chair, Board of Directors, London Hydro Inc.

Signed on behalf of

**CUPE Local #1000
Power Workers' Union**

M. HYATT

Sector 3, Vice President, Power Workers' Union

C. STEWART

Chief Steward, C.U.P.E. Local #1000, PWU

R. BAILEY

Bargaining Committee Member

R. BURNETT

Bargaining Committee Member

S. CARPENTER

Bargaining Committee Member

A. PLUMB

Bargaining Committee Member

Dated at London, Ontario
this 16th day of January, 2003



**London
Hydro**

Job Evaluation Manual

Union Positions

Job Evaluation Manual

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Introduction

This manual is a result of the efforts of the Job Evaluation Committee, comprised of representatives of both Union and Management, whose mandate was to develop a job evaluation system for London Hydro.

The purpose of this manual is to assist the Job Evaluation Committee in obtaining accurate evaluation of jobs, using London Hydro's Job Evaluation System,

The Job Evaluation program was implemented for two reasons:

- to establish equitable pay relationships between jobs within the organization; and
- to remove gender related wage differentials, in compliance with Bill 154, the Pay Equity Act, which was passed in June, 1987 by the Ontario Legislature.

The Job Evaluation Plan developed by the Job Evaluation Committee is a point/factor system and addresses the unique set of needs at London Hydro. During its deliberations, the Job Evaluation Committee was assisted and advised by Price Waterhouse and the C.U.P.E. National Office.

Their assistance, and the cooperation of London Hydro employees has been very much appreciated.

Job Evaluation Process

Committee Mandate

The J.E. Committee is to act as the authoritative body in accordance with the following responsibilities:

- To rank all positions submitted and pass this information along to the Negotiating Committee for final disposition.
- To interpret and apply the manual and point rating scale of the Plan.
- To review all submissions and forward its recommendations to the Negotiating Committee within 45 days of receiving same.
- To review and confirm or revise the rating, and ensure the compatibility of the job documents and the rating, for individual jobs, in accordance with the Plan, ensuring that relativity is maintained.
- To resolve problems concerning the adequacy of job documents and/or the application of the manual and rating scale for individual jobs which have been submitted.
- To resolve appeals for individual jobs of ensuring the adequacy of job documents and by using the job documents in conjunction with the manual and rating scale.
- To review all positions within a two year period as required by Provincial Legislation. This process is to commence January 2, 1989.

Point ranking decisions shall be binding upon both Management and the Union. Furthermore, **such decisions shall not be** subject to the grievance procedure, although the employee does have access to the appeal procedure or the employee may appeal through the Pay Equity Act.

In the event that a problem is identified and not covered within the above responsibilities, it shall be referred to the Negotiating Committee for appropriate action.

All appeals both against a job description or job rating shall be reviewed and responded to in writing.

The J.E. Committee may interview employee(s) affected by job description changes and their supervisor prior to rating the job.

The Committee will, for reclassification or re-evaluation purposes, review the entire job **as** outlined in the P.D.Q. and not just specific factors.

Notes for Evaluators

Job Evaluation - Process

The JOB EVALUATION process was used in determining the value of a position by making comparisons with similar positions within the Corporation.

After a position has been evaluated, it is assigned to a grade that provides for internally equitable salary payments. Job Evaluation is, therefore, a critical part of compensation administration, since each employee's pay is directly affected by the grade assignment of his or her position.

No one outside of the Job Evaluation Committee has the right to request ratings for positions other than their own.

For this reason, we have adopted a JOB EVALUATION SYSTEM, which provides for an accurate assessment of a position's value and its assignment to an appropriate grade. It is based on the premise of pay equity—ensuring positions are paid with respect to the principle of equal pay for work of equal value.

This method is based on the identification and structure of a Corporation-wide family of positions. The job grades contain a grouping of positions with progressively higher levels. The "Job Evaluation Manual" describes the point factor evaluation system whereby each job is evaluated under four factors:

Responsibility	Effort
Skills	Working Conditions

To evaluate a particular position, it is necessary to determine the degree within each factor to which the position belongs. By this process, positions are ranked in comparison with common standards in relationship to one another.

In carrying out evaluations, it is particularly important that:

- a) Positions be evaluated in terms of current duties and responsibilities. Areas of responsibility that are temporarily assumed or that previous employee(s) may have assumed in the past, will not be evaluated. If additional tasks in the future significantly alter the overall level, then the position should be re-evaluated at that time.
- b) Only the job is to be evaluated. Although it is difficult to separate the employee(s) from the job, an individual's personal accomplishments or potential should not be considered when evaluating a position. *The fact that a particular position has a weak or strong incumbent should not influence the evaluation and the resultant classification unless the job content has changed as a result.*
- c) The evaluation method we are using enabled us to accomplish the initial task of evaluating all positions under a common system of detailed written Position Description Questionnaires. *To ensure the proper functioning of the system however, each employee's duties and responsibilities must be reviewed regularly to verify that the classification continues to reflect the position accurately.*

When significant changes occur in job content, an application for re-evaluation should be made and a new Position Description Questionnaire *must be* completed.

Job Evaluation Factors and Notes

Information

Job evaluation is a process whereby a hierarchy of jobs is established within an organization using a systematic and objective methodology. Several methods of job evaluation exist, but all require that the position being ranked be examined and rated on the same basis as **all** other positions within the unit in question. London Hydro's Unionized job evaluation system is a point-factor system. There are four factors used in **this** job evaluation plan. Each factor is divided into subfactors. They are

Factor A: Responsibility

Subfactors

- A.1 - Complexity
- A.2 - Judgement
- A.3 - Accountability for Decisions
- A.4 - Accountability for the Work of Others
- A.5 - Work Direction
- A.6 - Purpose of Contacts
- A.7 - Scope of Contacts

Factor B: Skills

Subfactors

- B.1 - Education
- B.2 - Experience
- B.3 - Technological Aids
- B.4 - Required Skills

Factor C: Effort

Subfactors

- C.1 - Physical Effort
- C.2 - Frequency of Effort - Physical
- C.3 - Mental/Visual Effort
- C.4 - Frequency of Effort - Mental/Visual

Factor D: Working Conditions

Subfactors

- D.1 - Work Environment and Hazards
- D.2 - Frequency of Exposure

To evaluate any position within the organization the position must be scored on all factors. For each factor, a series of degrees has been described. The Job Evaluation Committee must select the most appropriate degree which applies to the job being evaluated. The points awarded for each factor are then summed to produce an overall total score.

It must be remembered that it is the job and ***not the employee*** which is evaluated. The Joint Job Evaluation Committee should assume that a fully qualified employee with a satisfactory level of performance fills the position when evaluating the job worth. For this reason, it must be recognized that the Job Evaluation System is ***not*** designed as a standard for determining entry qualifications for selection purposes.

For each factor, there is a description of what is and is not considered within the factor's scope. Where possible, examples are included for illustration purposes and are not intended as an exhaustive listing.

Definitions

The following definitions are provided to assist the rater and are not intended to be absolute. Certain words may be more specifically defined in relation to individual factors.

- Rare - Seldom encountered - up to 10% of the time.
- Occasional - Happening irregularly, not regular or frequent 11%-25%.
- Moderate - A medium amount, ordinary 26%-45%.
- Frequent - Happens often or at short intervals 46%-70%.
- Continual - Unbroken, uninterrupted 71%-100%.
- Incidental - Not essential, not part of the primary function, (very small).
- Minimal - Least possible; very small.
- Minor - Comparatively unimportant or small item.
- Substantial - A very large amount.
- Limited - A minimum degree of, (very small).
- Considerable- A high degree of, (a large amount).
- Significant - Important; of consequence.

General Data

Do not be influenced by *position titles*. Evaluation decisions must be based on job content as indicated in the body of the approved Position Description Questionnaire.

Substitution for short periods or vacations when replacement pay is given is not considered for evaluation purposes, and is normally covered by the union contract, likewise shift, callout or standby duty.

It is important to *maintain objectivity*. Committee members need to recognize personal bias and avoid allowing it to result in discriminatory evaluation. **Also** to be avoided are

obscure concepts of the work and over emphasis of minor versus typical duties.

Keep in mind that *satisfactory performance of **the** job* is defined, as to be expected, and that we are not evaluating the specific employee, but are evaluating the job as written.

When defining percentage, the Committee will endeavour to rate at a level which would apply to the overall average of all employees within a specific classification.

True supervisory responsibility means having the authority to hire, fire and discipline employees.

Job Evaluation Manual

Factor A: Responsibility

This factor is sub-divided into seven subfactors and it recognizes the nature and sensitivity of the tasks performed and the freedom to act. It also considers the answerability for and consequences of action and the relationship to other positions in terms of guidance given.

Subfactor A.1: Complexity • Description

This subfactor examines the job requirements for analyzing job related problems. “Complexity” measures the type and difficulty of tasks performed and the degree of analysis required. The requirement for originality and creative solution is also taken into consideration. Complexity ranges from specific, routine, straight forward tasks to complex, conceptual, creative problem-solving.

Factor A: Responsibility

Subfactor A.1: Complexity - Description

Degrees

Work primarily involves the performance of a limited number of clearly defined and highly repetitive tasks which are very similar in nature and directly related to each other. There is normally no need for analysis or problem-solving.

1

- Work primarily involves the performance of specific tasks which incorporate related steps, processes or methods. Selection of a course of action from a limited number of clearly defined alternatives may occasionally be required. 2
- Work primarily involves the performance of varied tasks which may involve different processes and methods. Problem-solving requires the identification and analysis of the facts and components to the problem situation with established analytical methods or techniques. 3
- Work primarily involves the performance of varied tasks that normally require different and unrelated processes and methods. Problem-solving involves treating a variety of problems, questions or situations without established analytical methods or techniques. 4
- Work primarily involves the performance of complex and relatively unusual tasks that may require the application of specialized processes or methods. Problem-solving involves interpreting considerable data or refining work methods and techniques to be used. 5

Factor A: Responsibility

Subfactor A.2: Judgement • Description

This subfactor examines the exercising of independent judgement in solving job related problems. “Judgement” measures the position’s independence of action on assignments. Independence may be limited by any of the following influences:

- The detail of instructions given at the commencement of assignments, the frequency and depth of review of work **in** progress;
- The type of questions which may be referred to the supervisor for decision;
- The availability and applicability **of** policies, standard practices and precedents for guidance; and
- The type of review on completion of the assignment and the time frame within which hindsight gives clear definition of what would have been the proper approach to the problem’s solution.

In evaluating this subfactor, it is important that the employee(s) has no more than satisfactory performance and average tenure in the position. It is the independence of action which is designed into the position which is scored, *not* that which a superior performer or an extremely experienced employee(s) can do.

Factor A: Responsibility

Subfactor A.2: Judgement - Description

Degrees

1
Work is performed in accordance with detailed instructions requiring very little, if any, independent judgement. Work is closely controlled through the structured nature of the work. Questions and all deviations from instructions are referred to others.

2
Work is performed in accordance with established procedures and well defined standard practices involving some freedom to select which methods are applicable in any given situation. Most work is checked regularly while in progress and upon completion. Matters not covered in work instructions are reviewed by others.

3
Work is performed in accordance with standard practices and methods requiring initiative to complete recurring assignments and exercise judgement to determine which method is applicable in any given situation. Finished work is reviewed for accuracy and quality. Unfamiliar situations are referred to supervisor.

Work is performed within authorized limits prescribed by supervisor and/or policy. Exercises independent judgement in selecting and interpreting information, reconciling deviations from standard methods and resolving problems. Finished work is reviewed for attainment of objectives and adherence to deadlines. Supervisor is available to assist in resolving problems. 4

Factor A: Responsibility

Subfactor A.3: Accountability for Decisions - Description

This subfactor examines the decision making role of the position. We measure the impact of decision-making by examining the nature and probable consequences of errors in decision.

Impact on the organization includes potential gain/loss which may occur to London Hydro as a result of the decision, the time and cost associated with the implementation of the decision, and the consequence of error (both in terms of the cost of correcting mistakes and the immediate and/or ongoing legacy of embarrassment which may result).

Since most positions will have a mix of decision types, the selection of the level of decision should reflect that for which the position has the highest accountability.

Factor A: Responsibility

Subfactor A.3: Accountability for Decisions - Description

	Degrees
Decisions have a negligible impact on London Hydro. Errors result in incidental loss of time and/or money. Errors are normally discovered readily and are usually easy to correct.	1
Decisions have a limited impact resulting in a minimal loss of time and/or money. Errors are usually detected by verification and review, and result in work flow disruption and rework.	2
Decisions have a moderate impact, resulting in a moderate loss of time and/or money. Errors may affect the work of one or more departments. Errors are normally detected by regular work review but affect external relationships.	3
Decisions have a significant impact resulting in a considerable loss of time and/or money. Errors may affect work of more than one department and could result in potential problems for members of the public.	4

Factor A: Responsibility

Subfactor A.4: Accountability for the Work of Others - Description

This subfactor examines the management of human resources within London Hydro. We measure the requirement of the position for organizing activities of employees for the effective and efficient use of resources. Accountability for both activities and the result of activities is scored.

Factor A: Responsibility

Subfactor A.4: Accountability for the Work of Others - Description

	Degrees
Accountable for own time and effort only. May be called upon to train another worker.	1
Accountable for up to 2 permanent employees on a permanent basis or several employees on a seasonal basis, also workers utilizing a buddy system in a primary voltage environment may score in this degree.	2
Accountable for more than 2 employees on a permanent basis.	3

Factor A: Responsibility

Subfactor AS: Work Direction - Description

This subfactor measures the complexity of work directed and the administrative and human relations skills required to direct this work. Direction includes guidance, orientation, training and appraising employees. Credit is given for functional guidance and control and recommending courses of action. True supervisory responsibility means having the authority to hire, fire and discipline employees.

Factor A: Responsibility

Subfactor A.5: Work Direction - Description

	Degrees
Not responsible for work direction.	1
Work being directed involves primarily simple and routine operations. Those receiving the direction typically do not require in-depth training.	2
Work being directed is moderately complex and is performed primarily by employees with some related training.	3
Work being directed may be complex and is performed primarily by employees with specialized technical and clerical training.	4

Factor A: Responsibility

Subfactor A.6: Purpose of Contacts - Description

This subfactor measures the extent to which the purpose of the job involves responsibility for direct contact and interpersonal relations with others to exchange factual and/or technical information, provide services or secure cooperation. The subfactor also considers the tact, discretion and need to create a harmonious relationship.

Regarding Purpose of Contact, the following variables are to be considered:

- what occurs during the contact;
- giving and receiving information;
- interpreting business matters and developing recommendations from established policies;
- how critical or unusual are the matters in question;
- commonly encountered and standard; infrequently encountered without clearly defined guidelines;
- of major importance to London Hydro and irregularly encountered;
- what degree of persuasion and influence is needed to successfully conclude the contact.

It is expected that all employees will use courtesy, tact, judgement and diplomacy when representing the Corporation with its customers.

Factor A: Responsibility

Subfactor A.6: Purpose of Contacts - Description

	Degrees
Work involves contacts of a routine nature occurring in the normal course of carrying out responsibilities. Provides information about job-related matters.	1
Work involves contacts in order to secure ideas or present and discuss data pertinent to work assignments. Little or no responsibility for securing co-operation or compliance or approval of actions or decisions.	2
Work involves contacts for the purpose of providing guidance, instruction or technical advice for the purpose of explaining London Hydro Inc. Policy. Improper handling could cause problems in relationships (usually within London Hydro).	3
Work involves contacts for the purpose of problem-solving, requiring tact, judgement, diplomacy and persuasion. Improper handling could cause problems in relationships within or outside London Hydro.	4

Factor A: Responsibility

Subfactor A.7: Scope of Contacts - Description

This subfactor measures the level of contacts which is applicable within the regular scope of the position's duties. There are three variables to consider.

1. What is the level in the organizational hierarchy of the contact?
2. Is the contact external or internal?
3. What is the frequency of the contact?

Factor A: Responsibility

Subfactor A.7: Scope of Contacts - Description

Degrees

Contacts are primarily within the assigned work unit and rare contact with the public or suppliers. 1

Contacts are primarily with peer level employees or lower level employees in other work units and/or occasional contacts with the public or suppliers. 2

Contacts are primarily with higher level individuals in related department or peer level employees in unrelated departments within London Hydro and/or frequent contacts with the public or suppliers. 3

Contacts are primarily with individuals at higher levels within London Hydro and/or continual contacts with the public or suppliers. 4

Factor B: Skills

Skill, in its four subfactors, recognizes the requirement for theoretical and practical knowledge (Education and Experience) as well as the ability to apply the use of equipment, machinery, methodology and rules to specialized functions.

Subfactor B.1: Education - Description

The “education” subfactor measures the amount of formal education and specialized training which is required as a basis for learning and performing the job. These requirements may be met by formal education or independent studies. *The degrees are set up in varying amounts of formal education, although equivalencies will **be** considered.*

Equivalency refers to **work** experience in a related field. The time spent in attendance at night school or in part-time studies will be considered and factored for equivalency to full time-day school attendance.

- Specialized training means a course of study in a specific field applicable to the job.
- Short courses are usually equivalent to one to twelve months of concentrated study. These are normally indicated as Grade 10 plus specialized trades training on the employee’s job description.

- Intermediate courses would be equivalent to more than one and up to two years of concentrated study.
- Lengthy courses would be equivalent to more than two years of concentrated study.
- Concentrated study is defined as full-time daily school attendance.
- Related field is defined as Office Administration/Computer Operations/Work Measurement etc.

Factor B: Skills

Subfactor B.1: Education

	Degrees
Equivalent to successful completion of Grade 10.	1
Equivalent to successful completion of Grade 10 PLUS specialized trades training OR equivalent to successful completion of Grade 12 in Commercial, General or Technical.	2
Equivalent to successful completion of Grade 12 PLUS specialized training courses in a related field.	3
A graduate of a Community College program, requiring more than one year and up to two years to obtain.	4
A graduate of a Community College program requiring more than two years to obtain.	5

Factor B: Skills

Subfactor B.2: Experience - Description

The “experience” subfactor measures the amount of practical experience that an average individual having the appropriate education and specialized training would require to be able to perform the job duties at a reasonably competent level. Experience includes that gained inside London Hydro or with previous employers. It includes:

- a) experience in any related work or work in lesser positions which is necessary for the performance of the job,
- b) the period of training and adjustment on the job itself, and
- c) time spent in an apprenticeship program is considered as experience.

Factor B: Skills

Subfactor B.2: Experience - Description

	Degrees
Up to six months of experience.	1
Over six months and up to one year of experience.	2
Over one year and up to two years.	3

	Degrees
Over two years and up to three years.	4
Over three years and up to four years.	5
Over four years and up to five years.	6
Over five years and up to eight years.	7

Factor B: Skills

Subfactor B.3: Technological Aids - Description

The “technological aids” subfactor measures the level of sophistication or technical capacity of the equipment or machinery operated.

We will consider the difficulty of equipment to operate, licences necessary and learning required for the operation of the equipment when we evaluate this subfactor.

It should be recognized that technologically advanced equipment does not necessarily require greater skill levels for those who operate it.

Factor B: Skills

Subfactor B.3: Technological Aids - Description

	Degrees
Uses simple office equipment or plant tools or simple equipment.	1
Operates basic mechanical or office equipment.	2
May operate moderately complex mechanical equipment, electronic instruments or office equipment.	3
May operate complex mechanical plant or office equipment.	4

Factor B: Skills

Subfactor B.4: Required Skills - Description

The “required skills” subfactor measures the demands of the operator or worker **and** worker’s ability to apply specialized technical skills, to organize complex information, or to understand specialized fields.

Factor B: Skills

Subfactor B.4: Required Skills - Description

	Degrees
Work requires the ability to read and write and use simple arithmetic. May perform basic manual or clerical operations.	1
Work requires the ability to apply fundamental, administrative, clerical or technical skills. May need to use fractions, decimals or business arithmetic. May read simple blueprints or gather and arrange a variety of standard data.	2
Work requires the ability to apply moderate technical or clerical skills based on a sound knowledge of established procedures.	3
Work requires the ability to organize business or technical information and to understand and apply elementary principles of a trade or a recognized discipline or a specialized field.	4
Work requires the ability to organize complex information and to understand and to apply elementary principles of a recognized discipline or a specialized field.	5
Work requires the ability to understand moderately complex principles of a recognized discipline or a specialized field such as accounting or engineering. Performs sophisticated analysis, studies and interprets results.	6

Factor C: Effort

Effort, in its two subfactors, considers the demand, both physical and mental, for the expenditure of energy or exertion required. It recognizes the requirements for effort in visual and mental concentration and the need for strength and endurance and the continuity of various kinds of physical and mental exertion.

Subfactor C.1: Physical Effort - Description

C.2: Frequency of Effort - Physical - Description

These subfactors are divided into two components, the amount of physical effort and the frequency of that physical effort. They measure the amount and duration of physical exertion or strain associated with the job performance. The physical effort of “muscular exertion” refers to the effort necessary to lift, pull, push or carry objects, while the “physical strain” refers to the physically taxing nature of work related to walking, sitting, standing, bending or continuous physical activity of a repetitive nature.

Factor C: Effort

Subfactor C.2: Frequency of Effort

Degrees	1	2	3	4	5
	Rare	Occas.	Mod.	Freq.	Contin.
	0-10%	11-25%	26-45%	46-70%	71-100%
	of time	of time	of time	of time	of time

Subfactor C.1: Physical Effort

- 1 Work requires minimal exertion or physical strain
- 2 Work requires minor muscular exertion and/or physical strain
- 3 Work requires considerable muscular exertion and/or physical strain
- 4 Work requires extreme muscular exertion and/or physical strain

Note: When defining percentage, the Committee will endeavour to rate at a level which would apply to the overall average of all employees within a specific classification.

Factor C: Effort

Subfactor C.3: Mental/Visual Effort - Description

C.4: Frequency of Effort - Mental/Visual -
Description

These subfactors are divided into two components, the length of mental and visual effort and the frequency with which it occurs. They measure the duration of periods of maintained concentration requiring mental or visual attentiveness and the frequency of such occurrences. Do not evaluate job "stress" under this factor. "Stress" is a very subjective consideration - a situation causing stress for one person, and therefore being disagreeable, may be exhilarating to someone else.

Mental / Visual Effort

1. Concentration is the focusing of the mental faculties on various phases of the work because of the requirement to read, compare, do precision work, transcribe and listen.
2. Duration of concentration is measured in terms of time where character of the duties and various phases of the work do not allow the concentration to be broken. Concentration may be sustained although attention may be shifted from one phase of the activity to another.
3. Isolated days or periods are not usually considered.

Factor C: Effort

Subfactor C.4: Frequency of Effort

Degrees	1	2	3	4	5
	Rare	Occas.	Mod.	Freq.	Contin.
	0-10%	11-25%	26-45%	46-70%	71-100%
	of time	of time	of time	of time	of time

Subfactor C.3: Mental/Visual Effort

- 1 Duration of sustained concentration on a single activity is not greater than 15 minutes
- 2 Duration of sustained concentration on a single activity is greater than 15 minutes but not greater than 1 hour
- 3 Duration of sustained concentration on a single activity is greater than 1 hour but not greater than 2 hours

Note: When defining percentage, the Committee will endeavour to rate at a level which would apply to the overall average of all employees within a specific classification.

Factor D: Working Conditions

This factor considers the surroundings and conditions under which the work is performed. The continuity of exposure to one or more disagreeable elements and the resultant exposure to accident or health hazards are also considered.

Subfactor D.1: Work Environment and Hazards -

Description

D.2: Frequency of Exposure - Description

These subfactors are divided into two components, the exposure to hazards and disagreeable elements and the frequency of exposure to such elements. They measure the risk of discomfort or accidents associated with work surroundings and the frequency of exposure to such risks and/or disagreeable elements which are inherent in the physical location of the job and which can be attributed to actual operation of the job such as noise, dirt, fumes, temperature and/or business travel and “job hazards” inherent in the job which post personal risks such as injury, disability or death.

Factor D: Working Conditions

Subfactor D.2: Frequency of Exposure

Degrees	1	2	3	4	5
	Rare	Occas.	Mod.	Freq.	Contin.
	0-10%	11-25%	26-45%	46-70%	71-100%
	of time	of time	of time	of time	of time

Subfactor D.1: Work Environment and Hazards

- 1 Work environment involves minimal disagreeable elements or exposure to job hazards
- 2 Work environment involves some minor disagreeable elements
- 3 Work environment involves several disagreeable elements and/or exposure to job hazards where there is some possibility of injury
- 4 Work environment involves many disagreeable elements and/or exposure to job hazards where there is a distinct possibility of injury
- 5 Work environment involves exposure to job hazards where there is a possibility of fatal injury

Note: When defining percentage, the Committee will endeavour to rate at a level which would apply to the overall average of all employees within a specific classification.

Point Factor Weighting

Factor A: Responsibility - Total Value 39%

<u>Subfactors</u>		<u>Degree Levels</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>s</u>
Complexity	7%	14	28	42	56	70
Judgement	6%	12	28	44	60	
Accountability for Decisions	5%	10	23	36	50	
Accountability for Work of Others	6%	12	36	60		
Work Direction	5%	10	23	36	50	
Purpose of Contact	5%	10	23	36	50	
Scope of Contact	5%	10	23	36	50	

Point Factor Weighting

Factor B: Skills - Total Value 38%

<u>Subfactors</u>		<u>Degree Levels</u>						
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
Education	15%	30	60	90	120	150		
Experience	19%	38	63	88	113	138	164	190
Technological Aids	2%	4	9	14	20			
Required Skills	2%	4	7	10	13	16	20	

Point Factor Weighting

Factor C: Effort - Total Value 14%

<u>Subfactors</u>		<u>Degree Levels</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Physical Effort	4%	8	18	29	40	
Frequency of Physical Effort	3%	6	12	18	24	30
Mental/Visual Effort	4%	8	24	40		
Frequency of Mental/Visual Effort	3%	6	12	18	24	30

Point Factor Weighting

Factor D: Working Conditions - Total Value 9%

<u>Subfactors</u>		<u>Degree Levels</u>				
		1	2	3	4	5
Work Environment and Hazards	5%	10	20	30	40	50
Frequency of Exposure	4%	8	18	29	40	

Wage Grade Point Interval Table

<u>Salary Grade</u>	<u>Point Interval Boundaries</u>
20	866 - 900
19	831 - 865
18	796 - 830
17	761 - 795
16	726 - 760
15	691 - 725
14	656 - 690
13	621 - 655
12	586 - 620
11	551 - 585
10	516 - 550
9	481 - 515
8	446 - 480
7	411 - 445
6	376 - 410
5	341 - 375
4	306 - 340
3	271 - 305
2	236 - 270
1	200 - 235

Maintenance and Appeal Procedures

1. New Position

When a new position is created, a PDQ must be completed outlining job duties, scope and responsibilities of the position. This PDQ must be reviewed and signed by two levels of supervisors one of which must be the Department Manager. The new position would then be evaluated by the Job Evaluation Committee and classified.

No recruitment to a new position is to occur until the position has been evaluated and assigned a grade. If the Negotiating Committee does not agree on the level for a new position, Management shall be free to implement the position at a rate assigned by Management.

2. Employee Request for Re-evaluation

If an employee is of the opinion that the point rating established for his or her position is not appropriate, he or she may request that the position be re-evaluated. The following procedure must be followed in such a case:

- (i) The employee will submit a written request for a re-evaluation, obtain and complete a PDQ detailing the responsibilities, qualifications and other data relevant to the job at that point in time. A letter summarizing the changes to the duties and responsibilities must accompany the PDQ.
- (ii) The completed PDQ will be reviewed and signed by the first two levels of supervision above the employee, including the appropriate Department Manager. The completed PDQ with supervisory comments, will be forwarded to the JOB EVALUATION COMMITTEE via

the Human Resources Department within ten working days.

- (iii) If the employee(s) is unable to obtain the proper signatures from his or her Supervisor or Department Manager, he or she shall have the right to present same to his or her Union Representative who will forward the request to the Job Evaluation Committee along with comments outlining the problems which were incurred.
- (iv) An employee may not request a re-evaluation of his or her position for a six month period from the date of the previous request for re-evaluation made by him or her.
- (v) Under no circumstances should an employee be notified of a re-evaluation change until final approval has been obtained from the Union/Management Negotiating Committee.

3. Management Request for Re-evaluation

The responsibilities assigned to certain positions may increase or decrease over a period of time. If the overall responsibility of a position changes substantially, the supervisor should submit a request for re-evaluation to the appropriate department manager who, if in agreement, will request re-evaluation. At this time the employee(s) affected will be notified in writing of the request for re-evaluation.

The following information should be forwarded to the J.E. Committee:

- a) **A** Position Description Questionnaire.
- b) A letter summarizing the changes to the duties and responsibilities of the position and the reasons for the changes.

Evaluation and reclassification (if appropriate) will occur as for new positions.

Under no circumstances should an employee be notified of a re-evaluation change until final approval has been obtained from the Union/Management Negotiating Committee.

Grievance and Arbitration Procedure

When majority agreement cannot be reached by the J.E. Committee after a matter has been referred to them for resolution, a written report setting out the respective positions and reasons shall be prepared and submitted to the Negotiating Committee. This report shall be submitted within 30 working days.

Such matters, if still unresolved, may be submitted by either party to arbitration as outlined in Article 10 and in compliance with the Labour Act.

The Negotiating Committee shall send a copy of the Arbitrator's report to the J.E. Committee. This information must be treated as confidential by the Committee until the decision has been communicated by the Negotiating Committee to the affected employee(s) and the appropriate Manager.

Committee Structure

1. The Union-Management Job Evaluation Committee will consist of six members: three members selected from Management and three as selected from C.U.P.E. Local 1000.
2. The Committee will select two persons, one from each group to act as co-chair.
3. A quorum shall consist of four Committee members, and regular business shall be carried on if two members from each group are available.
4. The Job Evaluation Committee shall meet as required; however, a meeting shall be held at least once every two months.
5. Committee members shall not vote when their own job is being reviewed.
6. Secretarial services will be provided by the Human Resources Department.

System Review

Should the J.E. Committee be unable to reach a majority agreement on changes to the J.E. System, such changes may be submitted to the Negotiating Committee and if still unresolved, may be submitted through Grievance Procedures as outlined in Article 10 of the Collective Agreement.

At least once every two years, the Job Evaluation Factors and Degrees will be thoroughly reviewed, and any necessary adjustment made to the manual to ensure that the system continues to provide for an equitable compensation structure.

This review may be requested by the Negotiating Committee or the J.E. Committee at any time: however, final approval **for** change rests with the Negotiating Committee.

When changes to the Evaluation Factors and Degrees System occur, then all jobs affected by the change will be **re-**evaluated as necessary.