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AGREEMENT

-BETWEEN-

*The Hydro Electric Commission
of The City Of Ottawa*

-AND-

*Local Union 535 Unit 47
of the
International Brotherhood of
Electrical Workers*

April 1st, 1998 to March 31st, 2001

04108(07)

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AGREEMENT made in duplicate the 24th day of July, 1998.

BETWEEN:

THE HYDRO-ELECTRIC COMMISSION OF THE CITY
OF OTTAWA

hereinafter called the "Commission"
of the First Part

AND:

LOCAL UNION 636 UNIT 47 (WORKS/OFFICE) OF
THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

hereinafter called the "Union"

of the Second Part

WITNESSETH that in consideration of the mutual agreement and undertakings herein, the parties hereto covenant and agree each with the other as follows:

In this Agreement:

ARTICLE 1 - RECOGNITION

- 1.1 The Commission shall recognize the Union as the exclusive bargaining agent of all employees of the Hydro Electric Commission of the City of Ottawa, save and except foremen, persons above the rank of foremen, secretaries to the General Manager and Directors, payroll clerk, engineering technicians, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.
- 1.2 (a) A regular employee is a person who has satisfactorily completed the probationary period.
- (b) A probationary employee is a person hired on a trial basis to determine suitability for employment in a regular position. An employee shall be considered

probationary for a period of six (6) calendar months from the date of hire. The probationary employee is entitled to all benefits and to the conditions of the Collective Agreement except medical and hospital plans, long term disability, workers' compensation supplement, and such an employee shall not have recourse to the grievance and arbitration procedure at termination if the sole reason for termination is unsuitability for the job in the opinion of Management.

- (c) A temporary employee is a person hired to fill a position which is not likely to become a continuing position within the Commission. The term of a temporary employee shall not be for more than six (6) months. The term of a temporary employee hired to replace an employee on extended leave of absence shall be as long as required to cover the extended leave. A temporary employee is entitled to all benefits and to the conditions of the Collective Agreement except seniority, benefit plans, leave, workers' compensation supplement, and boot allowance and shall not have recourse to the grievance and arbitration procedure for termination at end of term, or upon completion of the job; or where, in the opinion of management, such employee is unsuitable for the job.

A temporary employee who is hired, at the end of term, as a probationary employee shall have one half of the temporary employment to a maximum of three (3) months counted as part of the probationary period.

- 1.3 All supervisory staff excluded from the union jurisdiction are deemed to be "Management".

ARTICLE 2 - COMMISSION RIGHTS

- 2.1 The Commission has and shall retain the exclusive right and power to manage its business and direct its work force including the right to hire, layoff, suspend for just cause, discharge for just cause, promote, demote and discipline any employee subject to the provisions as set forth specifically in this Agreement.
- 2.2 The Commission also has the right to make and alter from time to time, rules and regulations to be observed by employees

provided they are not inconsistent with the provisions of this Agreement.

- 2.3 Employees shall perform their work faithfully to the best of their ability realizing that safety and continuity of service are paramount. They shall at all times conduct themselves towards the customers of the Commission and the public in general in a manner which is in the best interests of the Commission.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF

All employees covered by this Agreement shall become members, pay union dues and remain members for the term of this Agreement. The Commission will check off union dues and transmit the monies thus collected to the Financial Secretary of the Union not later than the 15th day of the month following the month for which the dues were deducted. The Union shall keep the Commission informed of the names of the proper officers of the Union and give the Commission one (1) months' notice in writing of any changes in the amount of union dues to be so deducted.

ARTICLE 4 - LEAVE

4.1 VACATION

- 4.10 Regular employees shall receive annual vacations with pay, calculated to July 1st of the year in which the vacations are taken, in accordance with the following provisions:

- (a) Employees with less than one year of service as of July 1st will be **allowed** one (1) day vacation with pay at straight time per completed consecutive month up to a maximum of ten (10) days.
- (b) Employees who have completed twelve (12) consecutive months of service as of July 1st, will be allowed two (2) weeks (ten (10) working days) vacation with pay at straight time.
- (c) On completion of two (2) consecutive years of service as of July 1st, employees will be allowed three (3) weeks (fifteen (15) working days) vacation with pay at straight time.

- (d) On completion of nine (9) consecutive years of service as of July 1st employees will be allowed four (4) weeks (twenty (20) working days) vacation with pay at straight time.
- (e) On completion of sixteen (16) consecutive years of service as of July 1st, employees will be allowed five (5) weeks (twenty-five (25) working days) vacation with pay at straight time.
- (f) On completion of twenty-five (25) consecutive years of service as of July 1st employees will be allowed one (1) additional day vacation with pay for each year of service in excess of twenty-five (25) to a maximum of six (6) weeks (thirty (30) working days) after twenty-nine (29) years of consecutive service.
- (g) In lieu of Remembrance Day and **Easter Monday** employees will receive **two (2)** additional days annual vacation with pay each year.

4.11 Management reserves the right to designate vacation periods to ensure the efficient operation of the Commission's business at all times.

No more than 50% of employees are to be absent on vacation at any one time.

4.12 Vacation shall not be accumulative and may not be carried over beyond March 31st of the succeeding year without written permission of Management and adequate notice in writing.

4.13 An employee absent without pay for thirty (30) days or more shall not accrue vacation allowance for the period of such absence. The reduced vacation allowance shall be calculated as follows:

$$\begin{array}{r}
 \text{Normal} \\
 \text{Vacation} \\
 \text{Allowance} \\
 \text{(Days)}
 \end{array}
 \times
 \frac{260 - \text{No. of Days Not Paid}}{\text{in Excess of 30 Days}}
 = 260$$

and rounded to the nearest whole day.

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

This vacation reduction will not affect an employee who is absent from work and in receipt of Workers' compensation benefits for a period of up to four (4) months or while on approved union leave as provided in Clause 4.6.

4.14 Where one of the holidays, referred to in Clause 4.50 occurs during an employee's vacation, he/she shall be entitled to an alternative day with pay at regular rate at a time convenient to employee and Management.

4.2 SICK LEAVE

4.20 Employees shall accumulate one and one-half (1-1/2) days sick leave per month but the leave shall be available only when the employee has completed six (6) month's continuous employment.

Notwithstanding any other provision in this Agreement, no employee shall be entitled to an accrual of sick pay in any calendar month in which the employee has been absent from work for more than half the working days, excluding absence due to paid sick leave, Workers' Compensation, paid vacations and approved unpaid leaves of absence as deemed appropriate by Management.

4.21 All regular employees shall be credited with one and one-half (1-1/2) days per month at the beginning of the month immediately following the month for which sick leave is granted. If an employee is absent from work for a period of three (3) months or more (excluding paid vacation) there will be no accumulation of sick leave credits.

4.22 If a person is hired on or before the 15th of a month his/her sick leave credit shall be accumulated from the beginning of the month in which he/she is hired, and if he/she is hired on or after the 16th his/her sick leave credit shall be accumulated from the beginning of the following month.

4.23 Absence from work due to sickness is to be reported immediately and directly to the Supervisor. Also, extended sick

leave must be reported monthly. To qualify for payment of sick pay an employee must -

- (a) Have an established credit for sick pay.
- (b) Insure that his/her illness is reported to Management as soon as possible.
- (c) Be suffering from a bona fide illness which prevents his/her useful employment, and is not compensable under the Workers' Compensation Act.
- (d) Complete sick pay forms signed by a qualified doctor of medicine, if absent for more than three (3) days. These must be submitted to the Supervisor immediately on return to work. Where a duration of illness is three (3) days or less, completed form signed by the employee must be submitted immediately upon return to work. This pay for uncertified sick leave is for a maximum of six (6) days per year where the sickness is of three (3) days or less duration.
- (e) Return to work as soon as possible following recovery from illness.

4.24 Sick leave may be used for dental work. A sick leave form signed or stamped by the dentist/hygienist must be submitted for all dental absences.

4.25 If Management so requires, a certificate shall be obtained from a medical practitioner designated by Management in which event the cost of such medical examination shall be borne by the Commission. This includes drivers license medicals and all other medicals required by Management.

Employees who may be charged for medical certificates will be reimbursed for a maximum of one (1) certificate per year to the standard O.M.A. rates.

4.26 It is understood and agreed that sick leave benefits granted by the Commission satisfy the rebate requirements outlined in the Unemployment Insurance Act 1971, Section 64(4) and the Ontario Health Insurance Act.

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

This vacation reduction will not affect an employee who is absent from work and in receipt of Workers' Compensation benefits for a period of up to four **(4)** months or while on approved union leave as provided in Clause 4.6.

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- (d) Complete sick pay forms signed by a qualified doctor of medicine, if absent for more than three (3) days. These must be submitted to the Supervisor immediately on return to work. Where a duration of illness is three (3) days or less, completed form signed by the employee must be submitted immediately upon return to work. This pay for uncertified sick leave is for a maximum of six (6) days per year where the sickness is of three (3) days or less duration.
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4.24 Sick leave may be used for dental work. A sick leave form signed or stamped by the dentist/hygienist must be submitted for all dental absences.

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Employees who may be charged for medical certificates will be reimbursed for a maximum of one (1) certificate per year to the standard O.M.A. rates.

4.26 It is understood and agreed that sick leave benefits granted by the Commission satisfy the rebate requirements outlined in the Unemployment Insurance Act 1971, Section 64(4) and the Ontario Health Insurance Act.

4.3 FAMILY LEAVE

Employees may be allowed up to three (3) days per year for emergencies that arise for their immediate family. This leave will be deducted from the employees' six (6) days uncertified leave.

4.4 BEREAVEMENT LEAVE

4.40 Every employee shall be entitled to leave of absence without loss of pay in the event of the death of his/her spouse, child, father, mother, brother, sister, grandparents, great-grandparents, grandchildren, stepfather, stepmother, or stepchildren from the date of the death to the day following the funeral a maximum of four (4) consecutive calendar days. One of the working days may be taken at some later date with the permission of Management provided the need is related to the bereavement. Three (3) of the four (4) calendar days may be taken as working days. Subject to Management's discretion, extension of the time periods referred to in this article will be considered when requested.

4.41 Every employee shall be entitled to leave of absence with pay at regular rates in the event of the death of his/her father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law or brother-in-law between the date of the death and the date of the funeral, a maximum of three (3) consecutive calendar days. These relatives do not include those of his/her spouse or those from previous marriages. Subject to Management's discretion, extension of the time periods referred to in this article will be considered when requested.

4.42 Every employee shall be entitled to leave of absence with pay at regular salary in the event of the death of his/her aunt or uncle between the date of the death and date of the funeral, a maximum of one (1) calendar day. These relatives do not include those of his/her spouse or those from previous marriages.

4.43 Pay for absences referred to in Clauses 4.40, 4.41 and 4.42 shall be allowed only in case -

- (a) The employee is actually in attendance in person at the funeral if possible, and

- (b) The employee notifies his/her Supervisor of the death shortly after its occurrence and of his/her intention to be absent, and also of the date and place of the funeral.
- (c) **A Common Law relationship is recognized provided that the name of the employee's Common Law Spouse has been preregistered with Human Resources. However, leave granted under Article 4.4 shall not be duplicated as a result.**

4.44 Probationary employees will receive at the end of their six (6) months probationary period full payment for all bereavement leave not paid for during their probation period.

4.5 RECOGNIZED HOLIDAYS

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

New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, half-day Christmas Eve, Christmas Day, Boxing Day, half-day New Year's Eve.

When any of the above holidays fall on a Saturday or Sunday, then either the preceding Friday or the following Monday, at the discretion of Management, shall be declared a holiday with pay. Employees will normally work from 08:00 to 12:00 hours Christmas Eve and New Year's Eve but Management reserves the right to retain minimum staff to provide adequate service to the public by scheduling the hours to be worked or arranging alternative hours off in lieu. Probationary employees will receive at the end of their six (6) month probationary period full payment for all recognized holidays not paid for during their probation period.

For the purposes of this clause Christmas Eve and New Year's Eve shall mean the last half working day before Christmas Day and New Year's Day.

4.51 In order to be eligible to receive pay for the above holidays, an employee must have been in receipt of monies through payroll for his/her last scheduled day of work immediately before and immediately following the holiday or have been absent on authorized leave for union business.

Payment for holidays while on Workers' Compensation shall be covered by Clause 17.3(H) and 17.3(S) respectively.

4.6 UNION BUSINESS

The Commission agrees, provided permission of Management is first obtained, to grant time off without pay providing there is no interference to the Commission's work for any member of the executive of the Union to attend to Union business. Union business shall not be conducted while on duty.

ARTICLE 5 - BENEFIT PLANS

5.1 PENSION

5.10 All regular and probationary employees shall be enrolled in the Ontario Municipal Employees Retirement System "90" plan with contributions at rates in accordance with the Ontario Municipal Employees Retirement System regulations.

5.11 In addition, all employees employed before December 31, 1982 will be enrolled in the Ontario Municipal Employees Retirement System Type III early retirement plan with Canada Pension Plan offset deferred exclusive of the disability feature.

5.2 MEDICAL AND HOSPITAL PLANS

5.20 After an employee's probationary period of employment, the Commission shall pay 100% of the premiums for each employee in receipt of monies through payroll for membership in such medical, surgical, and/or hospital indemnity plans (excepting dental) as have been agreed to mutually between the Commission and the Union. Some flexibility to the time limit will be allowed in order to comply with group openings.

The Commission will enroll all regular employees in the Dental Plan with premiums to be shared 90% Commission and 10% employee. The Ontario Dental Association (O.D.A.) Fee Schedule will be as follows:

Effective July 6th, 1998 - 1997 O.D.A. Schedule
Effective April 1st, 1999 - 1998 O.D.A. Schedule
Effective April 1st, 2000 - 1999 O.D.A. Schedule

The Commission will enroll **all** regular employees in a **200/24** Vision Care Plan with premiums to be paid by the Commission.

Payment for benefits will continue for employees on Workers' Compensation in accordance with Clause 17.3(H) and 17.3(S) respectively.

5.21 During the period that an employee is a member of such approved plan or plans the Commission shall deduct and remit the employee's share of the cost of such membership.

5.3 LONG TERM DISABILITY

5.30 **All** regular employees will be enrolled in a Long Term Disability (L.T.D.) plan. This plan will provide **66-2/3%** of salary to a maximum of \$3,000.00 per month. Upon being placed on L.T.D. an employee will cease to be entitled to the benefits arising from the Collective Agreement. For a period of **twenty-four (24)** months after the date of being placed on long term disability, should the disabled person wish to return to work, he/she will be given preference for any available job, taking into consideration the person's qualifications, ability and health.

5.31 Each employee will pay **.335%** of base earnings towards the cost of the L.T.D. plan as outlined in Clause 5.30.

5.4 RETIREMENT/DEATH GRANT

5.40 Unused days earned through the sick leave plan detailed in Clause 4.2 are accumulative.

5.41 Vesting of unused sick leave days will only apply:

- (a) On retirement or death;
- (b) For employees on record on September 07, 1977;
- (c) For one-half of the days accumulated as outlined in Clauses 5.42, and 5.43.

5.42 **All** employees with vested sick leave credits exceeding sixty-five (65) days on January 01, 1979, will have their vested days frozen **as** of that date, and at the rate of pay effective January 01, 1979, to an absolute maximum of one hundred eighty (180) days.

- 5.43 Employees with vested sick leave credits of less than sixty-five (65) days on January 01, 1979, may continue to accumulate vested days after that date, at the rate of pay effective January 01, 1979 to an absolute maximum of sixty-five (65) days.
- 5.44 In both cases detailed in Clauses 5.42 and 5.43, sick leave credits will fluctuate up or down with usage, but vested credits cannot exceed the maximums stipulated.
- 5.45 Notwithstanding 5.41 (a) vested sick leave may be paid out to eligible employees on request providing that the employee has eighty-five (85) days sick leave remaining in his/her bank after the pay out. This provision may be requested once during the employee's career.
- 5.46 On retirement employees will be eligible for a retirement leave grant based on their attendance and health and safety record (compensable accidents). The formula is as follows:
 - Allow one (1) day for each complete year of service to a maximum of 35.

4.0 days sick leave	=	100%
4.5 days sick leave	=	80%
5.0 days sick leave	=	60%
5.5 days sick leave	=	40%
6.0 days sick leave	=	20%
Over 6.0 days sick leave	=	0%
 - Health and Safety Factor = $\frac{\text{Years Accident Free}}{\text{Years of Service}}$
 - Grant = Years of Service x Sick Leave Factor x Health and Safety Factor
 - Allowance will be made to exclude one (1) or three (3) month illness (sixty-five (65) working days), from the calculation.

5.5 EDUCATIONAL ASSISTANCE

The Commission agrees to reimburse employees undertaking educational courses approved by Management and which must be a Commission requirement. Such compensation to be limited to tuition fees, books and materials and would only be paid subject to successful completion of the course.

ARTICLE 6 - PROGRESSIONS/VACANCIES

6.1 PROGRESSIONS

- 6.10 As a general practice employees shall progress from minimum to maximum as indicated in the respective salary schedule but in the event that an employee fails to make satisfactory progress, advancement may be withheld.
- 6.11 If an employee makes exceptional progress, advancement may be accelerated.
- 6.12 When progression is withheld, Management shall notify in writing the employee and the department representative concerned, stating its reason or reasons for withholding the progression within ten (10) days.
- 6.13 If an employee is required to attend training courses he/she shall receive his/her applicable hourly rate. There will be no payment for travel time unless he/she is travelling during his/her regular work day.

6.2 VACANCIES

- 6.20 In all appointments and promotions of employees, Management shall give preference to the employee having the best qualifications and the greatest length of service with the Commission where the experience is appropriate to the position to be filled. In the case of two (2) or more candidates having relatively equal qualifications, the most senior shall be appointed to the position; such appointments to be solely at the discretion of Management.
- 6.21 In filling any vacancy or in the creation of any new job a logical appointee is an employee who is working on the particular job and next in line or an employee who is engaged in similar work and possesses the qualifications for the vacancy. All vacancies, which shall include vacancies as a result of newly-created jobs, and which require a regular placement, shall be posted in all sections for a period of five (5) days, during which time the present employees shall have an opportunity to apply for the job. Application forms for such jobs shall be made available. Management is not necessarily obliged to fill the job or jobs from applications received.

ARTICLE 7 - SENIORITY AND LAYOFF

- 7.1 (a) Seniority shall govern in the event of a reduction of staff and such seniority shall in all cases date from the time the employee last entered the employ of the Commission. Employees displaced to other classifications or positions through the implementation of this clause shall be paid the rates which apply to said other classifications. The latest employee taken on shall be the first laid off, other qualifications being equal.
- (b) Should any employee covered by this Agreement be displaced through elimination of his/her position by the installation of improved or automatic equipment, the employee shall be advised as early as possible and encouraged to apply for vacant positions within the Commission for which he/she may be qualified. Management shall give priority consideration to such applicants for vacancies, otherwise the conditions of 7.1 (a) shall apply.
- 7.2 Commission service credit/seniority shall be defined as the length of continuous service a regular employee has established with the Commission from the last date the employee entered the employ of the Commission.

Probationary employees shall not accumulate Commission service credit/seniority except that a regular employee shall be granted such credit for the continuous period served as a probationary employee.

A member shall lose his/her Commission service credit/seniority and he/she shall cease to be an employee if he/she:

- quits voluntarily in writing;
- is discharged and not reinstated through the grievance arbitration procedure;
- is laid off for a period exceeding *two* (2) years;
- retires or reaches age 65;
- fails to report for work after a lay-off within ten (10) working days of recall, notice of which was sent by registered mail to the last address the employee has

filed with Management unless the employee provides Management with satisfactory reasons for not reporting for work within the specified ten (10) working days. It is the responsibility of the employee to keep Management informed of his/her change of address;

- absents himself/herself from duty for any reason other than sickness without the permission of Management and he/she shall not be entitled to reinstatement unless he/she gives a reason for his/her absence which is satisfactory to the General Manager;
- is permanently disabled and is unable to work for the Commission.

7.3 Performance of work by outside contractors will not cause the layoff or demotion of any employee.

Employees affected by this change may be placed in positions without posting. In the event of equal qualifications the most senior employee will have first choice of position.

- 7.4
- (a) In the event of a layoff, probationary, temporary, and part time employees will be laid off before any regular employee.
 - (b) Seniority shall be the governing factor in the event of a layoff provided the senior employee(s) is qualified to perform the remaining work.
 - (c) Recall shall be in the inverse order of a layoff, i.e., the last employee laid off shall be the first employee recalled provided such an employee is qualified to perform the remaining work.
 - (d) In cases of layoff employees of the Commission outside the bargaining unit shall have no bumping rights within the bargaining unit.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Any dispute concerning the interpretation, application, administration, or alleged violation of this Agreement shall be considered a fit matter for grievance and shall be dealt with in the following manner:

All grievances must be set out in writing and submitted within

ten (10) working days of the occurrence of the alleged grievance. Replies to the grievances must also be in writing at all steps.

Step 1 The employee accompanied by a member of the Union Executive, shall take the matter up with his/her Foreman (Hourly), Supervisor (Salary). A written decision will be given within five (5) full working days. Failing settlement at Step 1, the employee or the Union must notify the Director of Human Resources in writing within four (4) full working days of the written decision of their desire to invoke Step 2. A meeting for Step 2 will be arranged within five (5) full working days.

Step 2 The employee accompanied by the steward and/or authorized representative of the Union, may take the matter up with the General Manager. A written decision shall be given within five (5) working days. Failing settlement at this level, the grievance may be referred within thirty (30) days for arbitration.

By mutual agreement of the parties extensions to the time limits referred to in the grievance procedure may be granted.

8.2 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to the arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two appointees so selected shall within five (5) days of the appointment of the second of them appoint a third person who shall be the chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

The arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of the majority is the decision of the arbitration board, but if there is no majority the decision of the chairperson governs.

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the employer's premises to view any working conditions which may be relevant to the settlement of the grievance. The parties agree to expedited procedure for suspension or discharge.

- 8.3 Each party shall pay:
- (1) the fees and expenses of the arbitrator it appoints; and
 - (2) one-half of the fees and expenses of the chairperson.
- 8.4 In accordance with the Ontario Labour Relations Act, where an arbitrator or arbitration board determines that an employee has been discharged or otherwise disciplined by an employer for cause and the Collective Agreement does not contain a specific penalty for the infraction that is the subject matter of the arbitration, the arbitrator or arbitration board may substitute such other penalty for the discharge or discipline as to the arbitrator or arbitration board seems just and reasonable in all the circumstances.
- 8.5 Subject to the definition of a grievance as set out in Clause 8.1 of this Agreement, it is agreed that where a group of employees or the Union have a policy grievance, Step 1 of the grievance procedures will be by-passed.
- 8.6 Any grievance instituted by Management may be referred in writing to the Union within seven (7) working days of the occurrence of the circumstances giving rise to the grievance, and representatives of the Union Executive shall arrange a meeting within two (2) days to be held within ten (10) days thereafter with Management to consider the grievance. If final settlement of the grievance is not completed within five (5)

working days of such meeting, the grievance may be referred by either party to a Board of Arbitration as provided in Clause 8.2 at any time within ten (10) calendar days thereafter, but not later. In addition to members of the Union Executive the Union representative may attend meetings dealing with Management grievances.

- 8.7 No arbitrator or board of arbitration shall have the power to alter or change any of the provisions of this Agreement, or to substitute any new provision for any existing provision, or to provide a decision that is inconsistent with any term of this Agreement.

ARTICLE 9 - SAFETY REGULATIONS AND COMMITTEE

- 9.1 Safety regulations are to be covered by Plant Rules and the Occupational Health and Safety Act. The Electrical Utilities Safety Association has been engaged to advise and assist Management in carrying out safe working practices.
- 9.2 Every employee who reports for duty while impaired by alcohol or illegal drugs or who consumes intoxicating liquor or illegal drugs while carrying out his/her duties, or while on the premises of the Commission, shall be subject to discipline up to and including dismissal from the employment of the Commission.
- 9.3 It is agreed that a committee comprised of two (2) members from Management and two (2) members from Union Executive may convene meetings to review serious or near serious accidents.

At such meetings the employees will receive a fair hearing and may bring forth other evidence at this time. In cases of vehicle accidents, Management will assess the degree of responsibility of the driver and shall retain the authority to assess the value of damages in such accidents.

ARTICLE 10 - UNION NEGOTIATING COMMITTEE

The Union negotiating committee shall be composed of up to three (3) members **who** are employees and one representative of the Union.

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ARTICLE 11 - STRIKE OR LOCKOUT

- 11.1 There shall be no lockout by the Commission and no interruption, work stoppage, strike, slow-down, picketing, or any other interference with the operation of the Commission's System by any employee or employees while this Agreement **is** in effect. The Commission shall have the right to discharge or discipline employees who take part in or instigate any strike, picketing, stoppage, or slow-down during the term of this Agreement.
- 11.2 Employees covered by this Agreement will not be required to cross picket lines for purposes of undertaking work normally undertaken by members of the Union setting up the picket line except in cases where damage to property, interruption of essential services or hazard to life and limb are involved.

ARTICLE 12 - DURATION OF AGREEMENT

- 12.1 This Agreement shall be deemed to come into effect on the 1st of April 1998, to expire on the 31st day of March 2001 and shall continue in force from year to year thereafter unless terminated by written notice containing amendments given by either one of the parties to the other within a period of ninety (90) days prior to the **31st day of March 2001** or the 31st day of March in any subsequent year and the parties shall start negotiations within fifteen (15) days of receipt of amendments by both parties. The parties agree to exchange agendas as soon as practicable within the ninety (90) day period.
- 12.2 In the event that no notice with amendments is given by either party prior to the 31st day of March **2001** or the 31st day of March in any subsequent year this Agreement shall be deemed to be renewed for an additional period of one (1) year subject to and including all the covenants and agreements herein contained.

ARTICLE 13 - JOB CLASSES AND PAY SCHEDULES

- 13.1 Job classifications covered by this Agreement and their corresponding rates of pay are set out in the schedule of rates of pay attached to and forming part of this Agreement are for

Payroll purposes only. The Commission agrees to provide to the Union a job schedule showing the various positions and classifications pertaining thereto. Such schedules are in no way to be interpreted as a guarantee that any particular position will be a continuing requirement.

HOURLY CLAUSES

ARTICLE 14(H) - HOURS OF WORK

- 14.1(H) (a) The regular hours of work for employees other than employees covered by 14.1(H)(g) and (h) shall consist of eight (8) consecutive hours per day (exclusive of the lunch break) and forty (40) hours per week. The daily hours of work shall be scheduled between 07:00 and 18:00 hours and the regular weekly schedule shall be from Monday to Friday inclusive. The daily hours of work for Auto Mechanics shall be scheduled between 07:00 and 18:30 hours.
- (b) The regular working hours and days established in 14.1(H), (a) shall not be changed unless mutually agreed between the two (2) parties.
- (c) Management may alter the eight (8) consecutive hours to be worked within the daily period 07:00 to 18:00 hours provided the change is for a minimum of five (5) working days and a minimum of five (5) working days notice is given the employee(s) affected by the alteration. All or any of the arrangements in this clause may be altered by mutual agreement of the parties.
- (d) An employee to whom 14.1(H)(a) applies may, with twenty-four (24) hours notice, be assigned to the work and the hours set out in 14.1(H)(g) and (h).
- (e) Employees other than those on shift shall be permitted not less than one half (1/2) hour and not more than one (1) hour for the lunch period.
- (9) A shift worker required to work on a recognized holiday as outlined in Clause 4.50 when these fall on regular working days, shall receive straight time for hours worked plus an additional day or half-day as the case may be, credited to his/her time standing subject to Clause 4.50.
- (g) The hours of work for Operators and Servicemen shall be:

Operators

The schedule will be based on an eight (8) hour work day shift and a twelve (12) hour weekend shift. Each Operator will be scheduled to work forty (40) hours per week averaged over a five (5) week period as outlined in the individual Operator's schedules.

Servicemen

The schedule for Servicemen's shifts will be based on eight (8) ten (10) hour shifts being worked in a bi-weekly pay period as outlined in the individual Serviceman's schedules

or such other such shift cycles as the parties may agree upon. The hours of the day and the days of the week will not be changed unless twenty-four (24) hours notice is given to the employee(s) affected by the alteration. If the change results in such an employee working on a day(s) which would otherwise be a day off in his/her regular schedule such a day(s) shall be paid at double time (2). The provisions of this clause are not subject to 14.5(H).

Premium rates will not apply to a mutually agreed regular shift schedule for hours of work up to a maximum of twelve (12) hours per day or forty-four (44) hours per week. This clause refers to implementing a mutually agreed to 12-hour shift schedule, and the 24-hour notice rule in Article 14.1(H)(d) and (g) shall not apply unless a 12-hour shift cycle is established by mutual agreement.

Should Management invoke Clause 14.1(H)(d) after a twelve (12) hour shift cycle has been established, then premium rates shall be paid for the four (4) hours worked in excess of that employee's regular eight (8) hour shift.

- (h) The evening hours of work for the streetlight crews consist of eight (8) consecutive hours a day scheduled

to start no earlier than 18:00 hours and no later than 22:00 hours. The weekly schedule shall consist of five (5) consecutive days scheduled Sunday to Thursday or Monday to Friday. Seven (7) days notice shall be given of a change in starting times.

- 14.2(H) The Commission shall provide at least three (3) locations with hot plate, microwave, and washroom facilities for lunch in addition to Albion Road. A period of not less than one-half (1/2) hour and not more than one (1) hour shall be allowed at the lunch location.
- 14.3(H) Except for emergencies, sheltered work shall be provided or standby time at standard hourly rates shall be allowed during periods of inclement weather. By inclement weather is meant: extreme rain, snow, heat or cold. The decision as to whether these conditions exist rests with the Superintendent and/or Foreman.
- 14.4(H) No employee shall engage in any work during holidays, annual vacation, weekends or any other time while off duty which is prejudicial to performance of his/her regular work for the Commission. An employee absent from work due to an injury received while working for remuneration while off duty shall not be entitled to the payment of sick leave credits.
- 14.5(H) At the option of the employee and with the agreement of Management, Operators and Servicemen may elect at the end of June and December in each year to take time off or to be paid at the appropriate straight time rate which applied at the time the credits were earned for all time then standing to his/her credit in excess of the normal work week. Time earned from January to June in any year must be taken before the following June 30th and time earned from July to December in any year must be taken before the following December 31st, or payment at the earned straight time rate will automatically be made. Time worked at overtime rates by Operators, Servicemen, or by Linemen called in to replace Servicemen may be added to time standing as "Equivalent" straight time hours and either taken as time off or paid at the appropriate straight time rate in accordance with the above.

14.6(H) Subject to Article 15.1(H), Overtime, any employee may be required to work on any day of the week including Sundays and holidays referred to in Article 4.50.

ARTICLE 15(H) - PREMIUMS

15.1(H) OVERTIME

15.10(H) Overtime is defined as work performed in excess or outside of an employees regular scheduled daily or weekly hours of work. All overtime work must be authorized. Employees who are required to work beyond their normal work day shall be paid at the rate of time and one half (1-1/2) for the first hour worked. All overtime worked at other than the first hour after the normal day shall be paid at double time.

15.11(H) Servicemen and Operators or their replacements shall have the first opportunity to work overtime in their respective fields when such overtime occurs at the end of their regular shift, providing, in the Supervisor's opinion, the employee will have sufficient rest before the next shift.

15.2(H) ON CALL

15.20(H) The following shall be available on call from the last scheduled working hour on Friday to the last scheduled working hour on the following Friday - one foreman, one truck driver and at least four (4) linemen (two (2) journeymen and two (2) third year or better), one (1) cable jointer, one (1) cableman, one (1) cable locator, and two (2) station maintenance employees.

Employees are required to report to work within forty-five (45) minutes from the time the call is placed.

15.21(H) The appropriate personnel on call will normally be employed for emergencies which occur outside regular working hours and which cannot be repaired by personnel available at work. Should any additional help be required, then additional employees may be called.

15.22(H) The names of crews and station maintenance employees on call shall be posted.

- 15.23(H) Substitutions for on call duty are permissible provided the Foreman or Supervisor is informed in advance and agrees to the substitution.
- 15.24(H) In addition to regular overtime pay for any work performed, each employee shall receive one hundred thirty five dollars (\$135.00) for each full week that he/she is available on call plus twenty-five dollars (\$25.00) for recognized holidays occurring during the week. Long range pagers will be provided for each employee on call.
- 15.25(H) Planned overtime shall be distributed as equitably as practicable among qualified employees. Notice of planned overtime will be a minimum of twelve (12) hours notice for overtime preceding the following work day and a minimum of twenty-four (24) hours notice for overtime that will follow the next working day.
- When planned overtime is cancelled three (3) hours or less immediately preceding the starting time, all employees who were notified to report for the planned overtime shall be paid minimum call out.
- 15.3(H) CALL OUT
- 15.30(H) An employee called out to work outside his/her regular scheduled hours shall be paid the greater of three (3) hours at straight time or all hours worked at overtime rates.
- 15.4(H) SHIFT DIFFERENTIAL
- 15.40(H) A shift differential of ninety-five cents (95¢) per hour in addition to normal straight time pay shall be paid to employees on regular rotating shifts to include linemen replacing servicemen and the streetlight night patrol only for hours worked between 16:00 and 08:00 hours. This differential shall not be paid when employees are on overtime rates.
- 15.5(H) MEAL ALLOWANCE
- 15.50(H) Every employee who has worked two (2) hours emergency overtime after his/her normal hours on a regular working day shall be supplied with a meal at a maximum cost of

\$9.50, and meals shall be provided at intervals of four (4) hours thereafter for continued emergency work. Thirty (30) minutes work stoppage will be allowed for a meal. When called out for emergency work at other times, meals shall be provided at intervals of four (4) hours. For planned overtime, meals shall not be provided for the first regular shift of the day.

If an employee has worked for two (2) hours beyond his/her normal work day a meal allowance will be allowed. If the work terminates between two (2) and three (3) hours beyond his/her normal work day the employee shall have his/her meal allowance but overtime rates shall cease on completion of work. If, however, the emergency work is to continue after three (3) hours beyond his/her normal work day he/she shall be allowed thirty (30) minutes at overtime rates in which to have the meal. Under unusual circumstances this time may be increased or decreased at the discretion of the Foreman/Supervisor. This unusual circumstance must be reported to the Superintendent on the time sheet.

ARTICLE 16(H) - ACTING PAY/RECLASSIFICATION

16.1(H) If any employee is required by Management to provide relief in a classification higher than his/her own, he/she shall be paid the lowest rate applying to the other classification during such time he/she is working in it, provided his/her regular rate of pay is not reduced thereby.

Where the relief is provided in a classification lower than the employee's, he/she will continue to be paid at his/her existing classification rate for the whole relief period. In the absence of the regular Foreman, a Class "A" employee of the Department concerned will be appointed as a replacement if normally required due to the nature of the work, and paid an hourly rate during the period of such appointment, calculated on the basis of the Acting Foreman's rate. In a similar manner in the absence of the regular System Operator Foreman a Substation Operator will be appointed and the Acting System Operator Foreman's rate will apply, An Acting Foreman need not be appointed if the crew are on inside work or standby at Albion Road due to inclement weather, as provided in Clause 14.3(H).

16.2(H) If an employee is reclassified at a lower rate of pay he/she shall be paid the lower rate from the time of his/her reclassification and progression shall apply if he/she is qualified. If possible, the Union shall be notified in advance of the action being taken, and in any event, it shall be notified as soon as possible.

ARTICLE 17(H) - WORKERS' COMPENSATION

17.1(H) All injuries, regardless of how trivial, which are incurred by an employee while at work, shall be reported immediately to his/her Foreman/ Supervisor.

17.2(H) The difference between payment from Workers' Compensation and full wages less income tax and other deductions while on compensation shall be paid by the Commission up to a maximum period of six (6) months for each compensable injury.

17.3(H) The difference between payment from Workers' Compensation and full wages less income tax and other deductions shall be paid for Commission holidays and annual vacation during the **six** (6) month period referred to in Clause 17.2(H). This pay shall not be deducted from sick leave credits.

17.4(H) Employees who have been on Workers' Compensation and have been directed by their doctor to return to employment involving light work shall be provided with such light work wherever possible by Management for the required period of time.

17.5(H) Any additional monies received by the employee in excess of his/her normal net pay will be reimbursed to the Commission.

ARTICLE 18(H) - EQUIPMENT ISSUE

18.1(H) The Commission shall issue leather gloves to all employees requiring same. The plan shall be as follows -

(a) The Commission shall issue the first pair of leather gloves to employees requiring same.

- (b) The issuance of new gloves shall be controlled by the Superintendent of the department concerned.
- (c) A pair of worn-out leather gloves may be exchanged for a new pair up to a limit of three (3) per twelve (12) month period ending May 1st. In addition and upon request up to one (1) pair of one finger mitts per winter shall be supplied by the Commission for the use of employees working outside. The foremen are responsible for seeing that old gloves are obtained from Stores for jobs such as cable and reel tending.

Notwithstanding the foregoing, an employee obliged to perform work which subjects gloves to unusual wear shall be provided with new gloves at the foreman's discretion, except that such discretion shall not be unreasonably exercised.
- (d) If the gloves are lost or stolen the employee shall pay for a new pair.
- (e) The Commission will supply all tools and equipment required by employees as deemed necessary by the Commission in the conduct of its business. Replacement will only be made on an exchange basis for worn out or defective items. The Commission will supply the appropriate mitt or glove liners during the winter season.
- (9) The Union shall exercise its influence to promote economy in the operation of the Plan.
- (g) An annual allowance of \$215.00 will be provided to all employees for the purchase of flame retardant clothing/safety boots. Allowance of \$50.00 will be allowed for prescription lenses - frames to be supplied - administration the same as vision care plan. Payment of the allowance is made conditional upon receipts for purchases being provided annually.
 - Safety clothing will be supplied at the rate of 2 items per year from the following list:

- Lineman Jacket
- 14 oz. Bomber Jacket
- 14 oz. Overall
- Bomber Insulated

Clothing will be identified with name and Ottawa Hydro.

- (h) Subject to clause 18.1(H), (g) where Management requires regular or probationary employees to wear safety footwear, it will offset the cost of such footwear in any year as follows:
- the quality and type of safety footwear must be approved by Management.
 - employees shall be responsible for cleaning, repairs and return of worn-out footwear for replacement.

ACTING PAY (HOURLY)

Level 1	12% Above Regular Rate Replacing regular " A Foreman/System Operator/ Stores Supervisor Five (5) employee overhead crew not under direct supervision
Level 2	9.0% Above Regular Rate Three (3) employees and up overhead crew (not necessarily under direct supervision) Foreman on cable pulling crew Replacing regular "B" and "C" Foremen
Level 3	5% Above Regular Rate Two (2) employee overhead bucket crew Two/three (2/3) employee service crew
Level 4	3.5% Above Regular Rate Two/three (2/3) employee streetlight crew (days) Electrician/Metermen/Jointers where <i>two</i> (2) Journeymen are working together not under direct supervision
Lead Hand	Forty Cents (40¢) Per Hour When at discretion of Management a lead hand is required the senior qualified employee may be designated as lead hand for the duration of the job. Also to be applied when there are three (3) or more workers and not a foreman present in the Stations and Cable sections.

SCHEDULE I - HOURLY			
LEVEL	JUNE 01, 1998	APRIL 01, 1999	April 01, 2000
E-1	10.26	10.47	10.68
E-2	10.86	11.08	11.30
E-3	11.94	12.18	12.42
1	13.31	13.58	13.85
2	14.25	14.54	14.83
3	15.94	16.26	16.59
4	17.64	17.99	18.35
5	19.86	20.26	20.67
6	21.69	22.12	22.56
7	22.36	22.81	23.27
8-B	23.23	23.69	24.16
8-A	23.47	23.94	24.42

PROGRESSION SCHEDULE												
	E-1	E-2	E-3	1	2	3	4	5	6	7	8-B	8-A
Lineman	X	X	X	X	X	X	X	X	X			X
Cable Joiner	X	X	X	X	X	X	X	X	X			X
Serviceman	X	X	X	X	X	X	X	X	X			X
Inspector	X	X	X	X	X	X	X	X	X			X
Electrician Mechanic	X	X	X	X	X	X	X	X	X			X
Carpenter	X	X	X	X	X	X	X	X	X		X	
Meter installer	X	X	X	X	X	X	X	X	X	X		X
Auto Mechanic	X	X	X	X	X	X	X	X	X	X	X	
Body Repairman	X	X	X	X	X	X	X	X	X	X		
Mechanic	X	X	X	X	X	X	X	X	X	X	X	
Machinist	X	X	X	X	X	X	X	X	X	X	X	
Cableman	X	X	X	X	X	X	X	X	X	X		
Cable Locator	X	X	X	X	X	X	X	X	X	X		
Travelling Operator	X	X	X	X	X	X	X	X	X	X	X	

- i) Employees hired at ENTRY LEVEL E-1 will progress to LEVEL 6 in 6 month intervals subject to CLAUSE 6-11.

LEVEL	JUNE 01, 1998	APRIL 01, 1999	April 01, 2000
E-1	10.26	10.47	10.68
E-2	10.86	11.08	11.30
E-3	11.94	12.18	12.42
1	13.31	13.58	13.85
2	14.19	14.47	14.76
3	15.73	16.04	16.36
4	17.35	17.70	18.05
5	19.52	19.91	20.31
6	21.26	21.69	22.12

PROGRESSION SCHEDULE								
	E-1	E-2	E-3	1	2	3	4	5
Warehouseman	X	X	X	X	X	X	X	X
Truck Driver	X	X	X	X	X	X	X	X
Handyman	X	X	X	X	X	X	X	
Cable Puller	X	X	X	X	X	X	X	X
Meter Shop Helper	X	X	X	X	X	X		
Groundman	X	X	X	X	X	X		

- i) Employees hired at ENTRY LEVEL E-1 will progress to maximum in 6 month intervals subject to CLAUSE 6-11.
- ii) Warehouseman must be qualified to be eligible for maximum level.
- iii) Warehouseman Level 6 - present incumbent(s) only.
- iv) Truck Driver Level 6 - present incumbent(s) only.

SALARY CLAUSES

ARTICLE 14(S) - HOURS OF WORK

- 14.1(S)** (a) The normal work day shall be 07:30 - 17:00 Monday to Friday inclusive for office employees and 08:00 - 19:00 Monday to Friday inclusive for Fieldmen.
- (b) Office employees will be assigned to work 7 1/4 hours per day and 36 1/4 hours per week, and Fieldmen assigned to work 7 1/2 hours per day and 37 1/2 hours per week.
- (e) Management may from time to time alter any individual employee's schedule within the normal work day providing that 24 hours notice is given.
- (d) The regular working hours and days established in Clause 14.1(S) shall not be changed unless mutually agreed between the two (2) parties.

14.2(S) Normal schedules shall be as follows:

	START	FINISH	LUNCH
OFFICE	07:30	15:20	35 minutes
	08:00	15:50	35 minutes
	08:30	16:20	35 minutes
	09:10	17:00	35 minutes
FIELDMEN (Rotating Shift)	08:00	16:00	30 minutes
	08:30	16:30	30 minutes
	11:00	19:00	30 minutes
CUSTOMER SERVICE REP	07:30	15:20	35 minutes
	08:00	15:50	35 minutes
	08:30	16:20	35 minutes
	09:10	17:00	35 minutes
	10:10	18:00	35 minutes
	11:10	19:00	35 minutes
	12:10	20:00	35 minutes

These normal hours and schedules do not apply to computer operators on regular rotating shifts. Computer operators shall be assigned to such shifts so as to provide for a 24 hour coverage Monday to Friday inclusive.

Subject to clause 14.1(S) (b) programmers may, by mutual consent between the parties, work other than the normally scheduled days of the week and the normally scheduled hours of the day.

The normal hours of work for the Clerk Dispatcher shall be as follows:

Monday to Friday	3:45 p.m. to 9:00 p.m.
Saturday	8:00 a.m. to 6:00 p.m.

14.3(S) No employee shall engage in any work during holidays, annual vacation, weekends or any other time while off duty which is prejudicial to performance of his/her regular work for the Commission. Any employee absent from work due to an injury received while working for remuneration while off duty shall not be entitled to the payment of sick leave credits.

14.4(S) Subject to Article 15.1(S) Overtime, any employee may be required to work on any day of the week including Sundays and holidays referred to in Article 4.50.

ARTICLE 15(S) - PREMIUMS

15.1(S) OVERTIME

15.10(S) Overtime is defined as work performed in excess or outside of an employee's regular scheduled daily or weekly hours of work. All overtime work must be authorized. Employees who are required to work beyond their normal work day shall be paid at the rate of time and one half (1-1/2) for the first hour worked. All overtime worked at other than the first hour after the normal day shall be paid at double time.

15.2(S) ON CALL

15.20(S) Employees on call shall be paid three (3) hours per day at straight time for Saturdays, Sundays and recognized holidays, and must be available otherwise payment will not be made and the individuals concerned may be subject to discipline. Hours worked will be paid for at the appropriate premium rates. Duty shall be distributed as equitably as practicable among available qualified employees in the general support category.

Bargaining Unit members required to be on call outside of their regular hours of work to supervise and/or support the Call Centre will receive On Call premiums of \$100.00 weekly and will be provided with a pager or cellular phone. Applicable overtime rates to apply only if the member is required to report to work at the Call Centre. Employees are required to report to work within 45 minutes.

It is understood that if the Section Leader or Chief Clerk while On Call is required to place a call(s) to a customer(s) of an urgent and important nature, with accumulated duration of 30 minutes or greater including a detailed activity report to be submitted to the Department Director the following day, will be paid minimum Call Out pay or greater in accordance with the time worked.

15.3(S) CALL OUT

15.30(S) An employee, when called in to work outside his/her normal working hours, shall be paid a guaranteed minimum call out pay of three (3) hours at straight time from the time the employee reports for duty. In order to administer this provision it will be necessary for the employee concerned to punch in and out. Call outs shall be distributed as equitably as practicable among available qualified employees.

15.4(S) SHIFT DIFFERENTIAL

15.40(S) A shift differential of ninety-five cents (95¢) per hour in addition to normal straight time pay shall be paid to employees on regular rotating shifts (to include Meter Readers/Collectors) only for all hours worked between 16:00 and 08:00 hours. This differential shall not be paid when employees are on overtime rates.

15.5(S) MEAL ALLOWANCE

15.50(S) Every employee who has worked two (2) hours emergency overtime after the hours outlined in Clause 14.2(S) on a regular working day, shall be supplied with a meal at a

maximum cost of \$9.50 and meals shall be provided at intervals of four (4) hours thereafter for continued emergency work. Thirty (30) minutes work stoppage will be allowed for a meal. When called out for emergency work at other times, meals shall be provided at intervals of four (4) hours. For planned overtime, meals shall not be provided for the first regular shift of the day. If an employee has worked for two (2) hours beyond his/her normal work day meal allowance will be allowed. If the work terminates between two (2) and three (3) hours beyond his/her normal work day the employee shall have his/her meal allowance but overtime rates shall cease on completion of work.

If, however, the emergency work is to continue after three (3) hours beyond his/her normal work day he/she shall be allowed thirty (30) minutes at overtime rates in which to have the meal. Under unusual circumstances this time may be increased or decreased at the discretion of the Supervisor. This unusual circumstance must be reported on the time sheet.

ARTICLE 16(S) - ACTING PAY/RECLASSIFICATION

16.1(S) If an employee is reclassified at a lower rate of pay he/she shall be paid the lower rate from the time of his/her reclassification and progression shall apply if he/she is qualified. If possible, the Union shall be notified in advance of the action being taken, and in any event, it shall be notified as soon as possible. If an employee is reclassified/demoted at a lower rate of pay he/she shall be paid the lower rate from the time of his/her reclassification/demotion. If an employee is reclassified upwards normal progression shall apply with the first step being paid immediately upon reclassification.

If an employee who is promoted makes satisfactory progress and is more than 3 steps from the maximum of the new level he/she will receive six (6) months accelerated progressions until he/she reaches 3 steps from that maximum.

16.2(S) If an employee is required by Management on one or more occasions to work temporarily in a classification other than that in which he/she is regularly employed, he/she shall be paid the lowest rate applying to the other classification from

the first day of the temporary employment provided the applicable rate is not less than \$300.00 per annum greater than his/her regular rate. If such is the case the next higher rate to accomplish this increase will apply. Payment of the higher rate would apply when the employee concerned is fully qualified for the work in the temporary classification. This provision is intended to cover cases where an employee is required to replace another employee absent for prolonged periods of time. Replacement must be for a minimum one half day.

ARTICLE 17(S) -WORKERS' COMPENSATION

- 17.1(S)** All injuries, regardless of how trivial, which are incurred by an employee while at work, shall be reported immediately to his/her Supervisor.
- 17.2(S)** The difference between payment from Workers' Compensation and full salary less income tax and other deductions while on compensation shall be paid by the Commission up to a maximum period of three (3) months for each compensable injury.
- 17.3(S)** The difference between payment from Workers' Compensation and full wages less income tax and other deductions shall be paid for holidays and annual vacation during the three (3) month compensable period referred to in Clause **17.2(S)**. This pay shall not be deducted from sick leave credits.
- 17.4(S)** Employees who have been on Workers' Compensation and have been directed by their doctor to return to employment involving light work shall be provided with such light work wherever possible by Management for a maximum of twelve (12) months.
- 17.5(S)** Any additional monies received by the employee in excess of his/her normal net pay will be reimbursed to the Commission.

ARTICLE 18(S) - EQUIPMENT ISSUE

- 18.1(S)** The Commission shall issue equipment to Fieldmen such as flashlights and batteries.

18.2(S) The Commission shall issue to Fieldmen summer and winter jackets with the winter jacket to be either car coat type or parka, hats, three (3) shirts, two (2) pairs of pants, two (2) ties and suitable rain wear. Overshoes will be provided if necessary.

18.3(S) Where Management requires Fieldmen to wear safety footwear, the Commission will offset the cost of such footwear up to a maximum of seventy dollars (\$70.00) for shoes and one hundred dollars (\$100.00) for boots in any year subject to the following conditions:

Payment will only be granted on the production of a receipt of purchase; the quality and type of safety footwear must be approved by Management; if safety footwear is of a replacement nature, Management must agree such replacement is necessary.

18.4(S) The Commission shall supply the above mentioned items, and offset the cost where footwear is required, throughout the life of the Agreement. Employees to be responsible for cleaning, repairs and return of worn-out items for replacement. The Union shall exercise its influence to promote economy in the operation of the plan.

**SCHEDULE III - WEEKLY SALARY
OFFICE STAFF EMPLOYEES**

SALARY LEVEL	JUNE 01, 1998		APRIL 01, 1999		APRIL 01, 2000	
	YEAR 1	YEAR 2	YEAR 1	YEAR 2	YEAR 1	YEAR 2
1	371.40*	394.16*	378.83*	402.04'	386.41*	410.08'
2	432.59*	470.94*	441.24*	480.36*	450.06*	489.97*
3	509.45	547.89	519.64	558.85	530.03	570.03
4	582.31	616.78	593.96	629.12	605.84	641.70
5	651.24	685.67	664.26	699.38	677.55	713.37
6	712.71	740.06	728.96	754.86	741.50	769.96
7	780.70	821.74	796.31	838.17	812.24	854.93
8	850.61	879.53	867.62	897.12	884.97	915.06
9	905.52	931.61	923.63	950.24	942.10	969.24

* 6 Month Progression Period

GENERAL SUPPORT CATEGORY	MAXIMUM LEVEL	INDIVIDUAL SUPPORT	MAXIMUM LEVEL	GENERAL CONTROL CATEGORY	MAXIMUM LEVEL
Clerk	3	Clerk2	5	Chief Clerk	8
Meter Reader	3	Secretary	5	Chief Draughtsman	8
PBX Operator	3	Clerk 3	6	Section Leader	9
Cashier		Computer Operator	6		
Clerk 1	4	Fieldman Clerk	6		
Clerk Typist	4	Collector	7		
Receptionist	4	Programmer	7		
Stenographer	4	Clerk 4	7		
Customer Service Representative	5	Draughtsman	7		
Jr. Draughtsman	6	Sr. Programmer	9		
		Accountant	9		
		Sr. Draughtsman	9		

1. $\frac{1}{x^2} = x^{-2}$

2. $\frac{1}{x^3} = x^{-3}$

3. $\frac{1}{x^4} = x^{-4}$

4. $\frac{1}{x^5} = x^{-5}$

5. $\frac{1}{x^6} = x^{-6}$

6. $\frac{1}{x^7} = x^{-7}$

7. $\frac{1}{x^8} = x^{-8}$

8. $\frac{1}{x^9} = x^{-9}$

9. $\frac{1}{x^{10}} = x^{-10}$

IN WITNESS WHEREOF the Commission has hereunto affixed its corporate seal under the hands of its Chairman and Secretary-Treasurer, and the Union has hereunto affixed its seal under the hands of its Business Agent and Unit Chairman.

Dated at Ottawa, Ontario, this **24th day of July, 1998.**

SIGNED, SEALED AND
DELIVERED

in the presence of:	)	THE HYDRO-ELECTRIC
	)	COMMISSION OF THE
	)	CITY OF OTTAWA
)	
	)	(signed) Dyan Cross
)	
	)	Chair
)	
C.F. Kropp	)	W.G. Barber
)	
	)	Secretary-Treasurer
)	
	)	LOCAL UNION 636 UNIT 47
	)	OF THE INTERNATIONAL
	)	BROTHERHOOD OF
	)	ELECTRICAL WORKERS
)	
	)	(signed) A. Gates
)	
	)	Business Agent
)	
I. Corbin	)	(signed) W. Morris
)	
	)	Unit Chair

**OTTAWA HYDRO TRANSFER POLICY
BETWEEN CLASSIFICATIONS**

The transfer policy agreed between I.B.E.W. and Ottawa Hydro is as follows:-

<u>Existing Level</u>	<u>Transfer Level</u>
8 or 8-B	4
7 or 6	3
5 or 4	2
3 or 2	1
E-1, E-2, E-3	Retain Level E-1, E-2, E-3

1. After transfer, employee will progress at yearly intervals until they reach their previous attained maximum. At that point, future progressions will be as per Collective Agreement.
2. An employee at the pay Level 4 or below may, at his/her option, choose to retain his/her existing pay level frozen at that level until a new hire at Level E-1 would have progressed to the equivalent level. Future progressions would then be as per Collective Agreement.
3. An employee at a pay Level 5 or above may, at his/her option, choose to move to a pay Level 4 and be frozen at that level until a new hire at Level E-1 would have progressed to the equivalent level. Future progressions would then be as per Collective Agreement.
4. It is understood that to progress to the maximum level, employee must be qualified.

Date: **June 10, 1998**

Date: **June 11, 1998**

On behalf of Union

On behalf of Management

Alien Gates

Carl Kropp

FAMILY LEAVE

1. Eligibility

- All regular employees as specified in Clause 1.02 of the Agreement - i.e. a person who has satisfactorily completed the probationary period and has sufficient sick leave credits.

2. Definition of Emergency

- The unexpected or sudden illness/injury or urgent situation involving a member of an employees immediate family which requires the employee's presence, preventing them from reporting for or remaining at work.

3. Definition of Immediate Family

- Immediate family is defined as spouse, child, father, mother, brother or sister.

4. Length of Absence

- Family Leave is limited to a maximum of 3 days per year, non cumulative, and may be taken as half or full day. It is provided for one day only to meet the emergency demand and to allow for alternate arrangements to be made if required.
- Application for time required beyond one day will not normally be approved, however individual circumstances may be considered solely at Managements discretion.
- In certain circumstances arrangements for family leave may be made for other than emergency demand situations and it is necessary for the employee themselves to be in attendance. Request for such leave must be made as far in advance as possible and is solely at Managements discretion.

5. Application Procedure

- Employee requests for absence from work on Family Leave must be made directly to their Supervisor.
- To qualify for payment employees must complete and submit Form 7016 - Application for Family Leave. Applications must include a reference to the family member. (i.e. - Emergency re **child**.)
- Requests not approved will be charged to annual leave.

6. Attendance Reporting

- Absences on Family Leave are to be reported on the daily attendance sheets.
- A separate work order will be opened to charge and track Family Leave absences.

Date: **June 10, 1998**

On Behalf of Union

Allen Gates

Date: **June 11, 1998**

On Behalf of Management

Carl Kropp