

COLLECTIVE AGREEMENT

BETWEEN

PUBLIC UTILITIES COMMISSION
OF THE
CITY OF SCARBOROUGH
(ELECTRIC DIVISION, WATER WORKS DIVISION,
CORPORATE SUPPORT DIVISION AND
CUSTOMER SERVICES DIVISION)

-AND-

LOCAL UNION 1, UNIT 1
UTILITY WORKERS OF CANADA

APRIL 1ST, 1993 - MARCH 31ST, 1994

SOURCE	EFF.	TERM.	No. OF EMPLOYEES	NOMBRE D'EMPLOYES
LO	93 04 01	94 03 31	230	81

0411105

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This Agreement effective as of the First day
of April, 1993.

BETWEEN

**PUBLIC UTILITIES COMMISSION OF THE CITY
OF SCARBOROUGH, ELECTRIC DIVISION,
WATER WORKS DIVISION, CORPORATE
SUPPORT DIVISION AND CUSTOMER SERVICES
DIVISION, hereinafter called the "COMMISSION"**

OF THE **FIRST** PART

-and-

**LOCAL UNION NO. 1, Unit 1 of the UTILITY
WORKERS OF CANADA, hereinafter called the
"UNION"**

OF THE SECOND PART

~~In order~~ **In order** to further cement the good feeling and a-
operation between the Commission, the parties hereto
mutually agree as follows:

Clause (1) - Recognition

The Commission recognizes the **Union** as the
Bargaining agent for Electric Division employees, **Water**

Works Division employees, Corporate Support Division employees and Customer Services Division employees within the classifications listed herein with respect to their wages, hours of work and definite conditions of employment.

Clause (2) - Goodwill

(a) The Commission agrees, that it will not in any manner object to any employees being or becoming a member of the Union, and will not in any manner interfere with nor discriminate against any employee because of his membership or proposed membership in the Union. The Union, collectively or otherwise, will not in any manner interfere with nor attempt to limit the rights of the Commission or the rights of any Officer or Employee duly authorized to act by the Commission on its behalf.

(b) All Committees shall consist of employees of the Commission, and/or the Business Manager, Business Representative or some Executive Officer of the Union and the Union shall provide the Commission with a list of members of all Committees, to be revised from time to time as changes occur. The Commission shall provide the Union with a list to whom grievances or other relevant matters may be submitted as the occasion may arise.

(c) Leave of absence with pay shall be granted to such Officers or duly elected or appointed representatives of the Union as may be required to attend contract negotiations, grievance procedures or any other business

that may properly come before the Commission and the Union between the hours of 7:30 a.m. and 4:30 p.m., Monday to Friday inclusive. Written permission to attend such meeting must be secured from the Manager of Human Resources or designate before leaving assigned work. An employee elected or appointed to a full time Union office, will, on written application and on favourable consideration of such application by the Commission, be granted leave of absence without pay for any period up to one year, with no loss of seniority. At the end of such authorized period of absence and upon written application, a further leave of absence may be granted from year to year.

(d) It is agreed that the Management meet with the Labour Relations Committee every three (3) months, or as required, to discuss further means of cementing the goodwill and co-operation between the Union and the Commission.

(e) Leaves of absence without pay, upon written notification to the Manager of Human Resources or designate, will be granted to Union representatives to conduct Union business. The total of such leaves will not exceed fifteen (15) man days in any contract year.

Clause (3) - Union Shop

(a) Present members of the Union and all new employees, excluding temporary employees, on the date of employment, shall be members of the Union and remain in good standing in said Union.

The probationary period for new employees is six (6) months. Employees shall not have the right to grieve during their probationary period.

Upon satisfactory completion of six (6) months of employment, new employees shall be deemed permanent and shall be extended all those benefits as covered under the provisions of this Agreement

(b) The Commission hereby agrees that for all the employees of the Bargaining Unit, they will deduct their Union Dues or the equivalent thereof in accordance with the by-laws of the Local Union and will remit such sums of monies to the Financial Secretary of the Local not later than the 10th day of the current month, along with a duplicate check-off list showing the names from whom the deductions are made.

(c) The Union agrees that the Union or any member of the Union will not engage in Union activities during working hours or hold meetings or discussions at any time on the premises of the Commission without the permission of the Commission.

(d) **TEMPORARY EMPLOYEES:** For the purpose of this Agreement, a Temporary Employee (to exclude students employed during the summer vacation period and registered co-operative students) is a person employed as follows:

Temporary Employees: Temporary Employees shall not be permitted to work in excess of four (4) months in any 12 month period. Additional temporary

employment may be granted beyond the four (4) months on mutual agreement of the parties.

Such temporary employees shall be required to pay to the Union through payroll deduction an amount equivalent to Union Dues commencing from the date of employment

(e) Upon commencement of employment, a new employee (excluding students hired for the summer vacation period, temporary employees and registered co-operative students) shall be introduced to his Union Steward and the Steward and the employee shall be allowed fifteen (15) minutes paid time in order that the necessary application for membership may be made.

Clause (4) - Working Hours
(Not including Shift Employees)

(a) The working week shall be forty (40) hours per week, eight (8) hours per day shall constitute a day's work. The normal working day shall be eight (8) hours between 7:30 am and 4:30 p.m. with a one-half (1) hour paid lunch, for the first five days of the week, Monday to Friday inclusive.

Those employees whose work requires them to remain at the job site for the lunch period shall remain on the job site to eat their lunch or will have lunch at a suitable nearby restaurant. The Commission will endeavour to return employees to the shop when necessary. The Commission will observe the requirements of the "Health and Safety Act." Notwithstanding Clause 18 (b)

those employees whose work requires them to eat their lunch at the job site or at a suitable nearby restaurant will not return to the shop for the lunch period.

(b) Stockkeepers will work eight (8) hours per day Monday to Friday inclusive, between the hours of 7:00 a.m. and 4:30 p.m. with one half hour paid lunch.

Clause (5) - Shift Employees

(a) By shift employees is meant Those employees who normally do not work between the hours of 7:30 a.m. and 4:30 p.m.

(b) The Electric Division trouble truck shifts shall consist of one Journeyman Lineman and a second employee of at least 4th year Apprentice Lineman Classification. Employees shall work in accordance with a published six (6) month schedule of shifts designed to provide an average of forty (40) hours per week (Monday to Sunday), covering the hours of work as listed below:

1. "A" shift hours will be from 7:00 a.m. to 3:00 p.m.
2. "B" shift hours will be from 3:00 p.m. to 11:00 p.m.

(c) The Technical Serviceman shift schedule working week shall be forty (40) hours per week, eight (8) hours per day shall constitute a day's work and consist of five (5) consecutive shifts covering the hours of work as listed below:

1. "A" shift hours of work shall be forty (40) hours, eight (8) hours per day between 8:00 a.m. and 4:00

p.m. Saturday and Sunday and three (3) other shifts between 8:00 a.m. and 4:00 p.m. before the following Friday with a one-half (1/2) hour paid lunch. Off days may be banked by mutual consent between the Supervisor and the employee concerned

2. "B" shift shall be forty (40) hours from 12:00 Noon to 8:00 p.m. Monday to Friday inclusive.

A Technical Serviceman subject to call-out between the hours of 12:00 midnight and 8:00 a.m., except in an emergency shall not be required to climb a pole or ladder during such hours (Monday to Sunday inclusive).

(d) Systems operators shall work in accordance with a published six (6) month schedule of shifts designed to provide an average forty (40) hour working week, covering the hours of work as listed below:

1. "A" shift hours will be from 8:00 a.m. to 4:00 p.m.
2. "B" shift hours will be from 4:00 p.m. to 12:00 Midnight.
3. "C" shift hours will be from 12:00 Midnight to 8:00 a.m.

(e) A Water Works Shift employee's week shall consist of five (5) consecutive shifts, covering the hours of work as listed below:

1. "A" shift hours will be 3:00 p.m. until 11:00 p.m. for five (5) consecutive shifts.
2. "B" shift shall consist of forty (40) hours, eight (8) hours per day between 7:30 a.m. and 4:30 p.m. Saturday and Sunday and three (3) other shifts

between the hours of 7:30 a.m. and 4:30 p.m. before the following Friday with a one-half (1/2) hour paid lunch. ~~Off~~ days may be banked by mutual consent between the General Foreman and the employee concerned.

(f) Hours of work to apply to Garage Division Employees:

1. Day Shift - Work week shall be forty (40) hours per week, eight (8) hours per day shall constitute a day's work between the hours of 7:00 a.m. and 4:30 p.m. with a one-half (1/2) hour paid lunch Monday to Friday inclusive.
2. Night Shift - 3:00 p.m. to 11:00 p.m. Monday to Friday inclusive.

(g) For payroll purposes ~~shift~~ employee's first day off will be considered his Saturday and his second day off will be his Sunday.

Clause (6) - Send-By

1. To provide for stand-by, the Commission shall post a notice, quarterly three (3) months in advance, designating those employees subject to stand-by duty and the period for such stand-by.
2. Replacement of any employee so designated, shall be the responsibility of such employee, who must submit and secure approval of such replacement, not later than 8:00 a.m. Wednesday, prior to the affected weekend.

3. For such period of time, an employee shall receive four (4) hours at straight time pay for a normal two (2) day weekend. Such period to commence at 4:00 p.m. on the last working day prior to the weekend and termination at 7:00 a.m. on the next regular working day.
4. For holidays occurring in conjunction with a normal weekend, an employee so designated to stand-by shall receive an additional two (2) hours at straight time pay for each additional twenty-four (24) hours of stand-by.
5. Employees designated for stand-by shall have the same right to apply for and subject to the same provisions for selection to work on posted prearranged overtime, as any other employee.

Clause (7) - Overtime

- (a) All overtime shall be at double time.
- (b) When overtime is required on a given Saturday or Sunday, the Commission is aware of the requirement on or before the previous Wednesday, the Commission agrees to post a notice describing the work needed and asking employees to sign. Employees who are selected for such overtime will be notified by Noon Friday. Management reserves the right to cancel such overtime. On cancellation of prearranged overtime, an employee not notified within one (1) hour prior to schedule starting time and upon reporting for work, shall be paid one (1) hour at premium rate.

(c) Except when an employee is given 23 hours notice prior to his normal starting time an employee called out for work after his regular working hours shall be provided with thirty (30) minutes paid travel time and a minimum of two (2) hours wages at the overtime rates hereinbefore recited. For payroll purposes, calls during such two (2) hour period shall be cumulative to include only one thirty (30) minute paid travel time.

The exclusion to the above is when an employee is called within one (1) hour of his normal start time, he shall be paid double time from the start time until his normal start time.

(d)

1. The Commission shall not require an employee to carry or provide more than one (1) meal on the day work is performed
2. That a meal allowance to a maximum of \$9.00 be provided to all employees required to continue work one (1) hour past their regular quitting time and within thirty (30) minutes of a four (4) hour interval thereafter until released from duty.
3. An employee, who is called out to work after having completed his regular shift, will be permitted to have a meal at the nearest restaurant each four (4) hours of work. Such meal shall not exceed \$9.00 and will be taken within thirty (30) minutes of each four (4) hour interval. The total time spent consuming a meal shall not exceed thirty (30) minutes and will be paid time except where the meal is taken after completion of the work for which the employee is called out. When an

employee on call out continues to work beyond his normal starting time, a meal allowance will continue to be extended every four (4) hours, however, time allowances shall not apply during the employees normal hours of work.

- (e) When it is impossible to have a meal supplied due to the nature of the work then existing, or an employee is required to continue working beyond that time specified in paragraph (d), Clause (7) as outlined above, he shall receive a \$9.00 meal allowance, and a thirty minute paid time allowance at the premium rate for each meal to which they would otherwise have been entitled

(9) An employee on overtime work is not expected to work longer than he can perform his duties safely and efficiently. No employee shall work continuously for more than twenty-four (24) hours and a period of at least eight (8) hours must elapse before the employee is recalled for further work.

(g) All employees covered by this agreement shall have the option of being paid overtime worked at the premium rates as provided in the overtime provisions of the Agreement or being paid straight time for the overtime hours worked and accumulating lieu time hours equivalent to the actual hours worked to a maximum of ten (10) days per calendar year.

Days off must be arranged at the convenience of the Supervisor and must be taken on a full day basis in the calendar year in which they are earned.

When accumulated lieu time is not taken the employee shall make a written request to his supervisor prior to November 30 of the current year for payment or carry over of the lieu time. Payment of the lieu time shall be made at the employees current rate of pay. If notification is not given by November 30, the lieu time shall automatically be paid out. The total lieu time and vacation time carried over cannot exceed fifteen (15) days.

(h) The above clause (g) shall apply to all employees covered by this agreement except Water Works employees who volunteer and work the "B" shift, Technical Service and System Operators. The above classifications shall maintain the in lieu systems that are in effect on the date of ratification of this agreement.

(i) An employee who is required to work continuously for more than sixteen (16) hours or an employee who accumulates sixteen (16) hours of working time in any twenty-four (24) hour period without a minimum five (5) hour continuous break between 00 a.m. shall normally be entitled to an eight (8) hour rest period without pay. If however, the rest period extends into the employees normal scheduled hours of work he shall be paid at the regular base rate for the portion of the rest period which extends into the normal scheduled hours to a maximum of six (6) hours.

Clause (8) - Recognized Holidays

(a) All employees who work a full day prior to and a

full day following the celebration of a Paid Holiday shall be paid for work not performed on such days. An alternative day off with pay shall be granted if a Holiday falls on a Saturday or Sunday, exclusive of Remembrance Day, November 11th.

(b) Recognized Holiday are the following:
New Year's, Good Friday, Easter Monday, Queen Victoria's Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Baaing Day, (and any other day proclaimed a Holiday by Local Proclamation). Remembrance Day, November 11th shall be considered a Paid Holiday if it should fall within the work week, Monday to Friday, and three (3) floater holidays, scheduling to be at the convenience of the Division Head but every effort will be put forward to arrange such days to the mutual convenience of the employee and the Commission.

The requirement that an employee must work the shift preceding and succeeding a Holiday will not apply if an employee is absent on either or both of these days because of:

1. Personal illness.
2. Death in the Immediate Family.
3. Having received permission from Management to be absent
4. Circumstances beyond his immediate control.

(c) In case of employees called out for duty, entitled to time off with pay on a Recognized Holiday, there is added to the normal pay, double time worked during

normal working hours and double time thereafter until released.

(d) All shift workers shall be extended the same number of Recognized Holidays recognized and paid to regular day workers.

(e) Time off at Christmas and Boxing Day:

1. When Christmas falls on Sunday and Boxing Day on Monday, Christmas shall be observed on Monday and Boxing Day on Tuesday.
2. When Christmas falls on Monday and Boxing Day on Tuesday, the holidays will be observed on those specific days.
3. When Christmas falls on Tuesday and Boxing Day on Wednesday, an additional day will be granted employees on the preceding Monday.
4. When Christmas falls on Wednesday and Boxing Day on Thursday, an additional day holiday will be granted employees on the following Friday.
5. When Christmas falls on Thursday and Boxing Day on Friday, an additional half (½) day holiday will be granted employees on the preceding Wednesday.
6. When Christmas falls on Friday and Boxing Day on Saturday, Boxing Day shall be observed on the following Monday, and an additional half (½) day will be granted employees on the preceding Thursday.
7. When Christmas falls on Saturday and Boxing Day on Sunday, Christmas shall be observed on the preceding Friday and Boxing Day on the following Monday.

Clause (9) - Vacations With Pay

(a) Annual vacations must be taken at the convenience of the Division Head but every effort will be put forward to arrange such vacations to the mutual convenience of the employee and the Commission.

(b) Regular employees are entitled to annual vacations of the following:

1. In and from the calendar year in which an employee completes one (1) year of service, ten (10) working days vacation with full pay will be allowed.
2. In and from the calendar year in which an employee completes two (2) years of service, fifteen (15) working days vacation with full pay will be allowed.
3. In and from the calendar year in which an employee completes nine (9) years of service, twenty (20) working days vacation with full pay will be allowed.
4. In and from the calendar year in which an employee completes fifteen (15) years of service, twenty-five (25) working days vacation with full pay will be allowed.
5. In and from the calendar year in which an employee completes twenty-four (24) years of service, thirty (30) working days vacation with full pay will be allowed.

(c) If for any reason, employment is terminated and vacations taken exceeds vacation credits, the overpayment will be recovered by the Commission.

(d) Unless arranged with and approved by Management a maximum of twenty (20) working days vacation **only** may be taken between June 1st and September 30th in any year.

(e) Vacations shall not be cumulative and shall be taken in the calendar year in which they become due, save and ~~except~~, an employee may carry over a combination of annual vacation and lieu time hours to a maximum of fifteen (15) working days. Annual vacation days are subject to the following conditions.

1. The days carried over must be taken in the following year between January 2 and November 30.
2. The employee must **notify his** immediate Supervisor in **writing**, before November 30 **of** the current vacation year **of** their intent to carry over vacation.

(f) In the event of a Statutory Holiday falling within any employee's vacation **period** he shall then be entitled to another day **off** with **full** pay.

(g) An employee **who suffers** a **serious** disabling accident or illness during **their** scheduled vacation may **substitute** sick pay benefits for vacation for the period of disability, provided such period of disability is five (5) working days or more.

The granting of sick pay benefits requires the Commission to receive written confirmation from a hospital or a **medical** doctor (M.D.), **that** medical treatment has **been given** together with a medical

certificate that **covers** the period of disability for which sick pay benefits **is** to be substituted

Clause (10) - Sick Pay, Long Term Disability and Medical Benefits

(a) Employees **shall** not be entitled to sick pay allowances until they have completed ~~six~~ (6) months **of** employment. If retained in employment he will be credited with nine (9) days allowance and then be credited each month **of** employment thereafter with one and one-half days.

(b) Starting as **of** January 1st, 1953, any time **not** used shall be accumulated to the sick pay **of** the succeeding years. Any employee will be entitled to sick pay benefits only if he notifies the Management of his illness **by** normal starting time.

(c) The Commission **shall** have the **right**, at any time, **to** have any employee **claiming** sick pay, produce a **Doctor's Letter** certifying as to the employee's sickness. Any cost levied **by** the attending physician for **extending** such **Doctor's Letter** shall be paid **by** the Commission **on** submission **of** a properly signed receipt

(d) The Commission **will use** discretion in dealing with old-time employees as in the past, regarding sick pay allowance.

(e) That a Long Term Disability Policy be implemented to provide for a **four** (4) month waiting period and to

extend a \$1,500.00 monthly benefit maximum without medical evidence and a \$2,000.00 a month maximum benefit with medical evidence.

Employees subject to benefits under the L.T.D. Policy shall be extended all other benefits covered under the terms of the Collective Agreement for a period of two (2) years. At that time and on determination of a total and permanent disability, an employee shall be treated the same as any other employee subject to a Disability Pension for the purpose of continuation of the Life Insurance Benefit now in effect.

- (f) The Commission shall pay, on behalf of the participating employees, 100% of the premium cost of the following benefits, single or family coverage:
- (a) Ontario Health Insurance Plan
 - (b) Ontario Blue Cross Plan for Semi-Private accommodations
 - (c) Ontario Blue Cross Extended Health Care Plan (\$10/\$20 deductible)
 - (d) Ontario Blue Cross Vision Care Plan (\$100 every twenty-four (24) months and \$100 every twelve (12) months for children)
 - (e) Ontario Blue Cross Preventive Dental Care Plan No. 7 including Riders No. 1, No. 2, No. 3 and No. 4 with the Commission to pick up any additional premium cost to offset any increase in Ontario Dental Association Schedule of Fees.
- (g) Hearing Aid plan - \$500 lifetime maximum
- (g) Chiropractic coverage - \$20 per visit, after expiry of provincial plan.

It is understood and agreed that additional benefits granted by the Commission in settlement of negotiations for renewal of this current Agreement, satisfy the rebate requirements outlined in the Unemployment Insurance Act, 1971, section 64 (4) and the Ontario Hospital Insurance Commission Act.

Where the Commission finds it necessary to change any carrier, the benefits provided by the substitute plan must be the same or better than the existing benefits. The Union will be notified thirty (30) days prior to any change in carriers.

(g) An employee will receive full pay, up to a maximum of sixty (60) work days' absence as a result of any one original accident, covered by the Workers' Compensation Act, such maximum total may be attained as a result of authorized absence immediately subsequent to the original compensation accident or cumulatively as a result of additional authorized absence or absences which are ruled as recurrences of the original accident by the Compensation Board. In no case will more than a total of sixty (60) working days be considered resulting from any one original compensation case. During the periods so specified, the Commission will pay the difference between the Compensation allowance and the employee's full wages.

The Commission retains the right at any time to have the employee absent as a result of an accident covered by the Workers' Compensation Act, examined by a Physician designated and paid for by the Commission, to determine the employee's ability to return to work.

(h) In the event the Commission is obligated by Provincial or Federal Legislation to contribute towards the cost of benefits similar to one or more of the benefits provided under the above mentioned plans, the Commission may terminate or revise the plans affected in order to eliminate any duplication of benefits. The Commission agrees to inform the Union prior to any termination or revision. The Commission agrees to contribute to any new plans on the same percentage basis as if contributed to the plans replaced

(i) The Commission agrees to supply an annual statement as to the amount of an employee's accumulated sick time to his credit. The employee shall have ten (10) working days in which to verify the statement, unless an objection is filed within that time, the statement shall be deemed correct.

(j) The Commission agrees to pay for medical benefit while an employee is on Maternity Leave.

Clause (11) - Leave of Absence

(a) Leave of absence with pay will be granted in the following circumstances:

1. Five (5) working days in the event of the death of the Spouse or Child
2. Three (3) working days for the death of Mother, Father, Brother, Sister, Father-in-law and Mother in-law, Grandparents, and Grandparents-in-law.
3. One (1) working day for the death of Grandchild and any other relative living in the same house with the employee.

sole discretion of the Commission and on granting such additional time, shall not be construed in any way as setting a precedent.

(b) An employee suffering a bereavement as covered under section (a) while on scheduled vacation, shall be granted an additional equal number of days vacation, consistent with the days granted under the bereavement provision, on submission of proof of such bereavement acceptable to Management

Clause (12) - Pension Plan

(a) It is recognized that the plans in which the Commission and employees participate are group plans, with conditions set by the Government Legislation, and the Commission therefore has no control over the plans.

Nevertheless, it is the intention of the Commission to continue to pay the whole cost of the Life Insurance Plan at present in effect, and 50% of the O.M.E.R.S. and Canada Pension Plan so long as this provision is not contrary to Government Legislation.

(b) The Commission agrees to implement for all participating employees, the O.M.E.R.S. Supplementary Plan for future service benefits to provide at retirement age of sixty-five (65), 2% x years of service (to maximum of 70%) x average of best sixty (60) consecutive months of earnings or consistent with the O.M.E.R.S. regulations in effect at the time of retirement. Effective April 1, 1971, such benefit shall be paid by the Commission up to an amount of fifty (50%) percent with the Commission absorbing the full cost of the deficiency

payment retroactive to January 1, 1966. Effective April 1, 1972, the Commission shall pay on behalf of participating employees 100% of the cost of such benefits.

(c) The Commission agrees to enter into an agreement under the O.M.E.R.S. Act and consistent with the regulations of such Act, for the provision of benefits in respect to prior service at a cost to the Commission not to exceed four (4%) percent of the Bargaining Unit payroll, to be implemented effective January 1, 1977.

(d) Effective January 1, 1979, the Commission agrees to enter into an agreement under the O.M.E.R.S. Act and consistent with the regulations of such Act for the provision of benefits under the O.M.E.R.S. Type III Supplementary Plan to provide early retirement at age 55 with 30 years service for all participating employees but to exclude the permanent partial disability feature contained therein.

Clause (13) - Progressions

(1) Progressions within a classification, unless otherwise specified in Schedule "A" shall be done annually and shall take into consideration, ability and possession of the necessary physical requirements. Such progression to take place on employee's service anniversary date in the classification.

(2) Should an employee's general performance be unsatisfactory for progression within his classification his advancement may be withheld for a period of up to six

(6) months. When progression is withheld, Management shall give one (1) month's prior written notice to the employee and the reason for withholding progression, and his general performance shall be reviewed within seven months of such notice. If his progression and general performance are then found satisfactory, he shall be progressed at that time.

(3) In the event of an employee being transferred to another employee's position, permanently or temporarily, he shall be paid the rate for that classification, but in no case must the rate for that classification be less than that of his present classification excepting in cases of voluntary requests for change by employees, or cases of re-classification due to health reasons, in order for the employee to carry on some other duties with the Commission.

(4) Lineman Apprenticeship Program

1. Candidates for the position of 1st Year Apprentice Lineman will have completed a six (6) month probationary period as a Scarborough Utilities Groundman.
2. Postings for Apprentice Lineman will take place in February and July if openings exist within the Division's Establishment of Strength and if places have been allocated at the Orangeville Training Centre. Award of the Position shall constitute the commencement of the 1st year Apprenticeship Programme. Groundmen will have a maximum of two (2) opportunities to

- apply to the position of 1st year Apprentice
lineman.
3. Upon acceptance of the Groundman for entry into the 1st year Apprenticeship Programme, 500 hours will be credited to the 8000 hours required for Lineman certification.
 4. **Once** in the Apprenticeship Programme and upon satisfactory completion **of** both the Orangeville Training and the required **on** the job training components of the Apprenticeship Programme, advancement to the next level shall be **on** the anniversary date **of** the employee's **entry** into the Apprenticeship Programme.
 5. Advancement date would **only be applicable on the Apprentice being able to meet the required**

commencement date would become the date **on** which the Apprentice was advanced.

6. Upon the successful completion of the **full** Apprenticeship Programme and upon written notification of the Orangeville Training Centre, the awarding of the Municipal Electric **Association Certificate** is recognition that the Apprentice has achieved the level of Journeyman Lineman. **Once** the application for certification has been signed by the General Manager the Apprentice will receive compensation equal to a Journeyman Lineman.
7. The awarding of the Municipal Electric **Association Certificate** is contingent upon the Apprentice:

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- a. Completing a minimum **of**:
 - i. ~~8000~~ hours of training which includes 500 hours of Groundman experience.
 - ii. Four (4) calendar years the Apprenticeship Programme.
 - iii. ~~Six (6)~~ months **as a** Groundman.
 - b. Includes M.E.A. classroom training time.
 - c. Includes overtime **to the extent** that it does not reduce the training period **to less than** four (4) calendar years from the starting date in the Apprenticeship Program.
 - d. **Does** not include absenteeism unless approved.
 - e. The Apprentice has **successfully** completed all components of the apprenticeship Training Syllabus.
8. Should it be **necessary** to remove an Apprentice or Groundman from the Programme, the employee **will** be transferred to the position of Labourer. When an employee is removed **from** the program after thirty (30) days with **no** option to return **to his old job**, he shall be made Labourer with the option to apply **to other** posted positions and the one (1) year term (clause 16(4)) is waived.
 9. **An** employee within the Electric **Division** will, when he reaches the classification of an Apprentice **Lineman**, rotate **his jobs** periodically during his term of apprenticeship in order **to cover** every phase of his work wherever practicable.

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(5) Employees coming within an Apprenticeship Program shall be promoted annually consistent with subsections (1) and (2) above and contingent upon successful completion of the recognized training courses provided at their respective levels.

Clause (14) - Retrogression Policy

The term "Retrogression" is used to indicate a gradual reduction in pay to a predetermined adjusted rate.

(a) Where Applicable:

1. Retrogression shall apply where a regular employee becomes unable to perform the duties of a job for which he is receiving the standard rate and is transferred to a lower rated job because of:
 - (i) A disability caused by accident or illness.
 - (ii) Advancing Age.
 - (iii) Inability to cope with increased responsibility due to change in job content.
 - (iv) Where the unsatisfactory performance is due to faulty selection and the employee has served in the position for a period of at least one year.
2. Retrogression shall not apply where:
 - (i) An employee has less than 10 year's established service credit
 - (ii) The change to the lower rated job is made at the request of the employee to escape heavy work or responsibility or for personal reasons.

- (iii) The change to the lower rated job is made necessary for unsatisfactory job performance due to causes other than in Section (a) (1).

Note: Where retrogression does not apply, the employee will receive the job rate for the new job effective at the time of transfer to the new job.

(b) How Applied

The Commission will endeavour to provide an employee to whom Section (a) (1) applies with work he is capable of performing. His rate of pay shall be calculated as follows:

1. To the base rate of his new classification will be added an additional two and a half (2½) percent of the differential between the base rate for the new job and the base rate for the employee's former job for each year by which his continuous service exceeds 10 years at the time of transfer. This determines the rate to which the employee's pay will be reduced.
2. The reduction in rate will take place in steps each amounting to but not exceeding approximately three (3%) percent of his former base rate. The first step shall occur six (6) months after he has been transferred to the new job. The subsequent steps shall occur at six (6) month intervals until the rate determined in (b)(1) has been reached.
3. Where the retrogressed employee is unable to do the job to which he has been retrogressed and

demotion to another job is necessary, the rate for the new job shall be based on the differential between the base rate of the original job from which he has been retrogressed and the base rate of his new job.

4. While retrogression is in progress and after retrogression is completed, increases in pay that occur will be applied only to the base rate for the new job and the retrogressed employee will only receive a benefit when the base rate for the new job exceeds the adjusted rate.

Clause (15) - Seniority

(a) Length of continuous service with the Commission for those employees covered by this Agreement.

(b) The seniority standing of employees who may hereafter enlist in Her Majesty's Armed Forces, following a declaration of War by the Government of Canada, shall accumulate as from the date of enlistment in the same manner as if they had not enlisted. The Commission will make payments into the Pension Fund in full for any enlisted employee contributing at the time of enlistment and there will be no loss of accumulated sick time pay up to date of enlistment

(c) When an employee is transferred from one classification to another, his seniority shall remain the same as if such a transfer had not taken place.

(d) In the event of any lay-off of any classification covered by this Agreement, the last person hired will be

the first person bid off, provided that any continuing employee subject to a transfer as a result of such lay-off is qualified to fulfill all of the duties of a position that is available.

Employees shall be recalled in the order of their seniority, provided they are qualified to fulfill all the duties of a position that is available.

(e) A seniority list, to contain the employee's names and employment dates, will be posted by the Commission on all appropriate bulletin boards, in January of each year. A copy of the list shall be forwarded to the Local Union office.

(f) An employee will lose seniority and employment status if:

- a. The employee resigns.
- b. The employee is discharged and is not reinstated by arbitration.
- c. The employee retires or reaches sixty-five (65) years of age.
- d. The employee has been laid off and has not responded to the recall notice.

Clause (16) - Job Posting

(1) (a) Any position becoming vacant in Schedule "A" or created by the Commission under this Collective Agreement shall be posted in the shop on Bulletin Boards, supplied by the Commission, for ten (10) working days. All employees covered by this Collective Agreement shall have the opportunity of filing an

application for the position. The Commission and Management shall take into consideration seniority and ability on making the appointment. Jobs will be assigned within forty (40) working days following the expiry date of such posting. If appointment is not satisfactory to any member of the Union, he may take it up as a grievance as stated in Clause (20) of this Agreement. All job postings to follow the same format and to contain the following information:

1. The Job Title.
2. The Wage or Salary Range.
3. The Primary Function.

(b) When a vacancy cannot be filled by the members in the unit in which the vacancy occurs, management will accept applications from the other unit. The decision for the selection of an applicant from the other unit, will be determined by the job posting clause and the successful applicant shall transfer bargaining units without loss of seniority and benefits.

(2) Promotion to Sub-Foreman will be made subject to the foregoing qualifications, as opportunity permits, upon approval of Management and upon passing a written examination.

(3) The rates of pay for new classifications shall be negotiated with the Union within twenty-one (21) days and become part of this Agreement.

(4) An employee who successfully bids for a posted position shall have the option for thirty (30) working days after having entered such position, to voluntarily relinquish his promotion and return to his former position or a position within his former wage range.

In the event the demoted employee caused displacement of other employees, such displacement would necessitate the return of such employees to their former positions.

An employee who voluntarily relinquishes his promotion within the time specified, shall be ineligible to make application for a period of one (1) year for vacancies occurring within such division from which he/she has been transferred.

Clause (17) - Reclassification

The question of changes to job classifications is open to discussion and consideration at any time when changes in job content or technological change in an employee's conditions of work justify it.

Such request shall be generated by Management or the incumbent and shall be forwarded and dealt with by the Labour Relations Committee.

Clause (18) - Health and Safety

(a) In accordance with the current Occupational Health and Safety Act, both the Commission and the Union shall form a joint health and safety committee. This committee shall meet on a regular basis as prescribed in the act, to discuss and rectify any areas of concern that may present a hazard to the health and safety of the

equally important to act as part of a safety programme in case of accidents and personal injury. An employee who interferes with the proper operation of the radio system will be subject to discipline.

Clause (19) - Travelling Time

(a) The men will start work from the shop, returning to the shop or any other suitable lunchroom facilities, provided by the Commission for lunch hour except during special work carried on at great distances from the shop or when directed by the Management, in which event they may use Commission facilities, if available, also returning to the shop for quitting time at the end of the day. All employees returning to the shop for lunch or for quitting time must punch the time clock immediately upon their return to the shop.

(b) Except in the case of emergency, regardless of work location, the men will return to the shop for lunch hour on pay days. However, while the employees wages are direct deposited to the employee's bank account, they will not return to the shop for lunch hour on pay days. When using lunchroom facilities other than at shop location, the men will be allowed to drop their lunches off at the lunchroom facilities on the way to the job.

(c) Employees will not be required to use their own

Commission's employees. The said committee will consist of four (4) employees and four (4) Management Representatives.

(b) In order that all his employees may be made aware of the precautions to be taken against accidents, the Commission shall issue to all employees a copy of the Rule Book issued by the Accident Prevention Association of the Electrical Utilities of Ontario. The general rules and procedures, therein set forth, must be strictly adhered to.

(c) First aid kits will be supplied by the Commission and made easily available to all employees.

(d) No time shall be lost on account of adverse weather conditions. The Manager or the Superintendent will determine whether or not weather conditions permit the normal operation of the duties of the employees covered by this Agreement. In the event of adverse weather conditions, as established by the Manager or the Superintendent, the employees covered by this Agreement will carry out such other work as is designated or assigned to them by their Supervisor or the Superintendent. Meter Readers are to carry on normal work except under unusually severe weather conditions, and the Supervisor of Meter Readers will get direction from the Management under these circumstances.

(e) The two-way radio system is designed to not only communicate instructions to employees in the field, but

hand tools required to carry out the job on the strict understanding that each employee will make the best use of such equipment for his own safety and the protection of others.

All tools and equipment must be signed for by employees, and any of the tools or equipment damaged wilfully or lost must be paid for by the employee. In the event of termination of employment, all clothing, equipment and tools must be returned to Stores.

(b) The Commission will initially supply to each employee within the:

Electric Division (Construction Workers)

- 1 hard hat with liner
- 1 pair summer work gloves
- 1 pair winter work gloves with Liners
- 2 pair denim pants and shirts
- 1 set rain wear
- 2 sets overalls and smocks
- 1 pair rubber boots

Lineman to receive all of the above plus:

- 1 pair spurs
- 1 lineman's belt
- 1 pair flash goggles or glasses
- 2 pair rubber gloves and protectors

Electric Division

(Meters & Measurement Department)

- 1 hard hat with liner
- 1 pair summer work gloves
- 2 sets of overalls and smocks
- 1 pair flash goggles or glasses

- 2 pair denim pants and shirts

Water Works Division (Operations Department)

- 1 hard hat with liner
- 2 sets overalls and smocks
- 1 pair summer work gloves
- 1 pair winter work gloves with liners
- 1 pair rubber boots (hip length)
- 1 set of rain wear
- 2 pair of denim pants and shirts
- 1 pair safety glasses

Customer Services Division (Meter Reading Section)

- 2 summer uniforms
- 1 winter uniform
- 1 overcoat, three quarter (3/4) length
- 1 hard hat with liner
- 1 pair safety glasses

Customer Services Division (Technical Service Section)

- 1 hard hat with liner
- 1 pair flash goggles or glasses
- 1 pair summer work gloves
- 2 pair denim pants and shirts

Corporate Support Division (Garage Section)

- 1 hard hat with liner
- 1 pair summer work gloves
- 2 pair coveralls
- 2 pair denim pants and shirts
- 1 pair safety glasses

Stockkeepers (Stores Section and Garage Section)

- 2 pair denim pants and shirts

An employee must return the worn out or broken article to the Stores Section in order to receive a replacement. Employees receiving clothing supplied by the Commission are required to wear the clothing while performing work for the Commission.

(c) The men agree to take the greatest care of these articles and **ANY OTHERS THAT MIGHT BE ENTRUSTED TO THEM.**

(d) **Safety Boot Allowances** following to be paid by the Commission, in September of each year towards the purchase of safety boots, or shoes. For all employees covered by this agreement, the sum of One Hundred (\$100.00) Dollars.

Clause (21) - Labour Relations Procedure

(a) Grievances in the first instance shall be in writing and no grievance shall be considered where the circumstances given rise to it occurred or originated more than five (5) working days before filing of the alleged grievance.

step 1

If an employee has a grievance consistent with the above, he shall, along with his Steward, take the matter up with his immediate Supervisor. If a settlement is not reached within two (2) working days, the grievance may be presented as follows at any time within two (2) working days thereafter.

step 2

Following Step 1 and within the time limits specified, the employee may, along with his Steward, take the matter up with the Management Designate. If a settlement is not reached within five (5) working days, the grievance may be presented as follows at any time within five (5) working days thereafter.

Step 3

Following Step 2 and within the time limits specified, the Labour Relations Committee of the Union may take the matter up with the Management Committee. If a settlement is not reached within ten (10) working days, the grievance may be referred to Arbitration pursuant to the provisions of the Labour Relations Act, at any time within ten (10) working days thereafter, at the written request of either party.

(b) The time limits set out for the processing of grievances shall be strictly observed by the parties except in the case of mutual agreement to alter the time limits. Failure to do so, shall render the grievance invalid and for all intent and purposes considered withdrawn. Nothing in the clause shall limit the power of an Arbitration Board to extend the time limits in accordance with the Ontario Labour Relations Act.

(c) Any problem arising concerning the interpretation, application or administration of this Agreement, or which involves all employees of a department or which is common to a group of employees, may be presented by the Union to the Management Committee. If such

grievance is not settled to the satisfaction of either or both parties it may be processed to Arbitration.

Management grievances shall be handled in the same manner.

(d) If an employee is directed to appear, for disciplinary reasons, before the Management or Commission, he shall have the right to be accompanied by a Steward or other Union Representative. In the case of a reprimand the Shop Steward will be notified previously, where possible, that the employee is to be subject to reprimand.

Clause (22) - Arbitration Procedure

Arbitration shall be in accordance with the Labour Relations Act for the Province of Ontario.

Clause (23) - Management Rights

(a) The Union acknowledges that it is the exclusive function, consistent with the terms of this Agreement, of the Commission to hire, promote, demote, transfer and suspend employees and also the right of the Commission to discipline or discharge any employee for cause provided that a claim by the employee, who has acquired seniority, that he has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinbefore provided

(b) The Union further recognizes the right of the Commission to operate and manage its business in all

respects in accordance with its commitments and responsibilities. The right to decide on the number of employees needed in any classification, as set out in the Agreement, the right to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery and tools are solely the responsibility of the Commission.

(c) The Commission agrees that any change in the rules and regulations to be observed by the employees, will be discussed with the Union.

Clause (24) - Strike Clause

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the We of this Agreement there will be no strike, picketing, slow-down or stoppage of work either complete or partial by the Union or its members and the Commission agrees that there will be no lock-out.

Clause (25) - Contract Work

The Commission agrees that no work shall be let out or contracted to any person or firm at the expense of the Commission's employees being laid-off.

Clause (26) - General

(a) When an employee is summoned for Jury Duty or subpoenaed as a Witness and is required to take time off work during regular working hours to perform such duties, on submission of a copy of the summons or subpoena to Management, the Commission shall make

up the difference between the employee's normal pay and the allowance received for performing the duties of Juror or Witness.

(b) The Commission agrees if an employee is elected to any Public Office, he will be permitted to take time off, without pay, wherever practical and providing adjustments can be made to allow such time off work to fulfill the duties of that Office, with no loss of seniority.

Clause (27) - Duration of Agreement

(a) This Agreement shall take effect on the First day of April, 1993 and remain in effect and full force until the 31st day of March, 1994, and thereafter from year to year unless terminated or amended by notice, in writing, from either party within sixty (60) days prior to termination date in any year.

(b) In the event that the employer and the union negotiate a Collective Agreement for a term of more than one year, the following Cost of Living escalator clause shall become part of such an Agreement and shall be applicable to all employees covered by that Agreement

Such two-year contract includes an escalator clause in each year of the Agreement which provides for an adjustment of wages upwards or downwards of 1% for each full 1% change in the Statistics Canada Consumer Price Index for Metro Toronto (1981 = 100). The index figure published in April of each respective year of the Agreement is to be the base for calculating adjustments.

This escalator clause will not be effective unless the

Consumer Price Index exceeds the wage adjustment of each respective year by 1% at which time there will be a 1% general increase and shall be made effective commencing the first payroll period following the publication date in the month in which the Consumer Price Index is published. Following such adjustment, the Consumer Price Index will be reviewed on the publication date of each month thereafter and adjustments thereafter will be made in a similar manner. No adjustment upward or downward shall be made if the change in the Consumer Price Index is less than 1% of the previous adjustment

No downward adjustment shall be made to reduce wages below the level paid in the first month of each respective year of such Agreement because of changes in the Consumer Price Index for Metro Toronto during the life of this Agreement

The final review will be based on the Consumer Price Index published in April, 1993.

(c) During the discussions or negotiations upon any proposed renewal or revision of this Agreement, the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until satisfactory settlement has been reached

IN WITNESS WHEREOF the parties hereto have hereunto set their hand and seals this 20th day of May, 1993.

SCARBOROUGH
PUBLIC UTILITIES COMMISSION
R. E. Cavanagh, Chairman

C. T. Aohi, Secretary

LOCAL 1 of the
UTILITY WORKERS OF CANADA
T. Gibson, President

T. Howarth

F.

J.

SCHEDULE "A"
Job Classification and Wage Rates

During the term of this agreement, the Commission and the Union agree that wages shall be direct deposited to the employee's bank account every Thursday. Commencing with April 1st, 1993, wages shall be paid at the rates as set out in Schedule "A" hereto attached and forming part of this Agreement

Effective Date of Schedule from the
First Day of April 1993 to March 31st, 1994 Inclusive.

DIVISION Classifications	Progressions in Classification					
	Probation Period 6 Mos.	Step 1 6 Mos.	Step 2	Step 3	Step 4	Step 5
CORPORATE SUPPORT DIVISION						
Stockkeeper	14.61	17.38	18.26	19.25	19.83	
General Maintenance	13.71	17.14				
General Maintenance & Groundskeeper	13.71	17.14				
Lubricator	14.16	17.69				

DIVISION Classifications	Probation					steps
	Period 6 Mos.	Step 1 6 Mos.	step2	Step 3	Step 4	
Mechanic	21.97	24.40				
Appr. Mechanic 5th Yr.	19.78	21.97				
Appr. Mechanic 4th Yr.	17.59	19.52				
Appr. Mechanic 3rd Yr.	15.40	17.10				
Appr. Mechanic 2nd Yr.	13.19	14.66				
Appr. Mechanic 1st Yr.	10.98	12.21				
CUSTOMER SERVICES DIVISION						
Meter Reader "A"	14.61	17.38	18.26	19.4		
Technical Serviceman	15.51	19.41	19.83			
	16.31	19.33	20.39	21.5		
WATER WORKS DIVISION						
Serviceman	16.72	18.04	18.72	19.41	20.15	20.90
Meter Tester "A"	17.11	21.39				
Meter Tester "B"	15.62	19.50				
Meter Tester Helper	14.80	18.51				
Inspector	18.22	19.33	20.29	21.60	21.77	

DIVISION Classifications	Probation					steps
	Period 6 Mos.	Step 1 6 Mos.	Step 2	step3	step4	
ELECTRIC DIVISION						
Journeyman Lineman	22.08	24.53				
Appr. Lineman 4th Yr.	20.51	22.77				
Appr. Lineman 3rd Yr.	19.45	21.60				
Appr. Lineman 2nd Yr.	18.25	20.29				
Appr. Lineman 1st Yr.	17.41	19.33				
Groundman	15.47	17.38	18.56	19.33		
Journeyman Sub-Stn.	21.97	24.40				
Appr. Sub-Stn. 4th Yr.	20.51	22.77				
Appr. Sub-Stn. 3rd Yr.	19.45	21.60				
Appr. Sub-Stn. 2nd Yr.	18.25	20.29				
Appr. Sub-Stn. 1st Yr.	17.41	19.33				
Sub-Stn Attendant	17.27	21.60				
Protection Control Tech.	18.41	20.49	21.80	24.05	25.94	27.82
Construction Clerk	13.67	16.40	17.10			
Inspector	18.22	19.33	20.29	21.60	22.77	

DIVISION Classifications	Probation					
	Period 6 Mos.	Step 1 6 Mos.	Step 2	step3	Step 4	steps
Forester	20.51	22.77				
Appr. Forester 3rd Yr.	19.45	21.60				
Appr. Forester 2nd Yr.	18.25	20.29				
Appr. Forester 1st Yr.	17.41	19.33				
Truck Driver "A"	15.86	19.83				
Truck Driver	15.40	18.04	19.25			
Systems Operator	22.06	24.51				
Electric Division						
Appr. Operator 4th Yr.	20.51	22.77				
Appr. Operator 3rd Yr.	19.45	21.60				
Appr. Operator 2nd Yr.	18.25	20.29				
Appr. Operator 1st Yr.	17.41	19.33				
Project Planner	15.09	18.86				
Labourer	14.16	17.38				
SCADA Mtce. Analyst	23.33	24.99	25.94			
Meter Installer	15.47	17.38	18.56	19.33		

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DIVISION Classifications	Probation					
	Period 6 Mos.	Step 1 6 Mos.	Step2	Step3	Step4	Step 5
Journeyman Meter Tech.	21.97	24.40				
Appr. Meter Tech 4th Yr.	20.15	22.38				
Appr. Meter Tech 3rd Yr.	18.71	20.76				
Appr. Meter Tech 2nd Yr.	17.66	19.64				
Appr. Meter Tech 1st Yr.	15.45	17.16				
Meter Repairs Helper	13.89	17.38				
Measurement Technologist	18.41	20.49	21.80	24.05	25.94	27.82
Instrument Technician	23.33	24.99	25.99			

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SCHEDULE "A" (Continued)

The probationary period rate applies only to new employees of the Commission.

Any employee other than Truck Driver "A" and employees within the Garage Section will receive \$0.40 per hour over and above his regular hourly rate while operating a truck-trailer combination which requires an "A" Class Provincial Driver's Licence.

Any employee other than a Truck Driver, Truck Driver "A" and employees within the Garage Section will receive \$0.25 per hour over and above his regular hourly rate while operating a vehicle with air brakes.

Any employee will receive \$0.40 per hour over and above his regular hourly rate while operating pole placement equipment.

Employees are not entitled to receive more than one (1) driver premium at the same time.

Any employee shall receive a premium of \$0.50 per hour over and above their basic rate of pay while operating a backhoe.

It is recognized that the employee will be responsible for the daily maintenance of the backhoe equipment he is operating.

It is understood that until such time the backhoe operators have been trained on maintenance and backhoe operation they will continue to maintain the existing maintenance levels on the equipment they are now providing.

An employee (Electric Division), when designated by Management as a Lead Hand and charged with the

responsibility for supervision of a work unit consisting of the designated Lead Hand, truck and two (2) additional employees or more shall be paid eight (8%) percent over and above his basic hourly rate.

Shift Premium: Employees (excluding General Maintenance and Lubricator classifications, Garage Section and Street Light Patroller classification, Electric Division), required to work on a rotating shift schedule shall be paid a shift premium of fifty (.50) cents per hour for all hours worked between the hours of 3:00 p.m. and 12:00 o'clock Midnight and fifty (.50) cents per hour for all hours worked between the hours of 11:00 p.m. and 8:00 a.m. The premium rate will not be included in the recorded rate for the employee and payment of such rate will be made only while working such regular shift and will not apply to any overtime required.

Scarborough Public Utilities Commission

April 1, 1993

Mr. T. Gibson
President
Local No. 1
Utility Workers of Canada
2250 Midland Avenue, Unit No. 19
Scarborough, Ontario
M1S 6L2

SUBJECT: Letter of Intent - Promotions

As recently discussed during negotiations for a renewal of the Collective Agreement covering Unit No. 1 employees of this Commission and dealing specifically with employees coming within an apprenticeship program and the lack of availability of the necessary training course in the required time for progression consistent with the anniversary date.

This is to confirm as indicated, it is the intent of Management, under such circumstances to make such course available as soon as possible and on the employee's attendance and successful completion of the course, progression and rate of pay would be retroactive to the employee's anniversary date.

The condition as set out above would only apply on an employee's first attendance at the course at his respective level. Should an employee be unsuccessful and be required and extended a subsequent opportunity, as determined by Management, to attend at his respective level and is successful progression and rate of pay would apply at the time of successful completion.

Yours truly,
K.J. Allen
General Manager & Treasurer

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Scarborough Public Utilities Commission

April 1, 1993

Mr. T. Gibson
President
Local No. 1
Utility Workers of Canada
2250 Midland Avenue, Unit No. 19
Scarborough, Ontario
M1S 6L2

SUBJECT: Letter of Intent

If an employee's Driver's License is suspended or revoked by the Ministry of Transportation and Communication, due to ill health, he will retain his current classification and rate of pay wherever possible, on the determination that he is physically capable of performing all aspects of the classification with the exception of the driving requirement.

Further, if he is incapable of physically performing his current function, every effort will be made to place him in a classification he is capable of performing and carrying the same wage level.

Each case will be subject to review on a six (6) month basis, to determine the employee's continuing capabilities to perform his duties.

Definition - Ill Health:

deterioration of physical capabilities to exclude any illnesses related to alcohol and non-prescribed drug related causes.

Yours truly,
K.J. Allen
General Manager & Treasurer

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Scarborough Public Utilities Commission

April 1, 1993

Mr. T. Gibson
President
Local No. 1
Utility Workers of Canada
2250 Midland Avenue, Unit No. 19
Scarborough, Ontario
M1S 6L2

Dear Mr. Gibson:

Further to our discussions during negotiations this is to confirm that the Commission will pay a premium of \$0.25 per hour over and above an employees regular hourly rate while the employee is operating hydraulic brake equipped vehicle now numbered H12.

This is also to confirm that Mr. H. Ratcliffe's rate will remain that of a Truck Driver "A" even though he is not classified as such.

Yours truly,

K.J. Allen
General Manager & Treasurer

Notes