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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 1, 1994 — MARCH 31, 1996



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, 1994 - MARCH 31ST, 1996

MAY 31 1995

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INDEX

CLAUSE	TITLE	PAGE
1	Recognition	2
2	Goodwill	2
3	Union Shop	4
4	Working Hours	5
5	Shift Employees	6
6	Stand-By	8
7	Overtime	9
8	Recognized Holiday	13
9	Vacations With Pay	15
10	Sick Pay, Long Term Disability and Medical Benefit	17
11	Leave of Absence	20
12	Pension Plan	21
13	Progressions	22
14	Retrogression Policy	26
15	seniority	28
16	Job Posting/Promotion	30
17	Reclassification	31
18	Health and Safety	32
19	Travelling Time	33
20	clothing	34
21	Labour Relations Procedure	36
22	Arbitration Procedure	38
23	Management Rights	38
24	Strike Clause	39
25	Contract Work	39
26	General	39
27	Duration of Agreement	40
	Schedule "A"	43

This Agreement effective as of the First day
of April, 1994.

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

Preamble

In order to further cement the good feeling and co-
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 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 (1) 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 a.m. and 4:30 p.m. with a one-half **(1/2)** 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.** Management **can** establish an Electric Trouble **shift** between the hours of 11:00 p.m. to 7:00 a.m. **As the shift is instituted Management will post internally.**

(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 ($\frac{1}{2}$) **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 (½) hour paid lunch. ~~off~~ days may be banked by mutual consent between the Supervisor and the employee concerned
- (f) Hours of work to apply to Garage Department 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) - stand-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

(f) **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** **more** than 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 fill 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, General 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 11:00 p.m. and 7:00 am. 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, Boxing 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 Supervisor but every effort will be put forward to arrange such **day** 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 Baing 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 Baing Day on Wednesday, an additional day will be granted to employees on the preceding Monday.
4. When Christmas falls on Wednesday and k i n g Day on Thursday, an additional day holiday will be granted to employees on the following Friday.
5. When Christmas falls on Thursday and k i n g Day on Friday, an additional half (½) day holiday will be granted to employees on the preceding Wednesday.
6. When Christmas falls on Friday and Baing Day on Saturday, Boxing Day shall be observed on the following Monday, and an additional half (½) day will be granted to 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 Supervisor 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 leave 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 ~~Eve~~ **(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 ~~(1%)~~ **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) month and \$100 every twelve (12) months for children)
- (e) Ontario Blue Cross Preventative 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.

- (f) 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 Workers' 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 issued and unless an objection is filed within that time, the statement shall be deemed correct

(j) The Commission agrees to pay for medical benefits 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 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. Further time may be granted at the 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 day; 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 fifty (50%) percent 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), two (2%) percent x years of service (to maximum of seventy (70%) percent x average of best sky (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 one hundred (100%) percent 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 fifty-five (55) with thirty (30) years service for all participating employees but to exclude the permanent partial disability feature contained therein.

Clause (U) 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) ~~On~~ promotion to a higher ~~job~~ classification for one (1) ~~day~~ or more at any one time, the rate ~~shall~~ be the lowest ~~rate~~ group level in the higher classification ~~which~~ will provide a ~~minimum~~ of three (3%) percent increase over the promoted employee's present rate of pay.

- (5) 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 training criteria~~ during the period in ~~question~~. If the Apprentice is not advanced, the 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:
 - 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.

(6). 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 (1) year.

2. Retrogression shall not apply where:

- (i) An employee has less than ten (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 ten (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~~ (1) 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 with the least continuous service with the Commission, regardless of the ~~Unit~~, shall be the first person laid ~~off~~, provided that employees with greater seniority are qualified to perform the vacant positions.

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

(b) In order that all its 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 equally important to act as a 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~~ vehicle ~~on Commission~~ business

Clause (20) - Clothing

(a) The Commission will supply all necessary equipment for the covering ~~of~~ live apparatus and all hand tools required to carry ~~out~~ the job ~~on~~ the strict understanding that each employee will make the best ~~use~~ ~~of such~~ equipment for ~~hi. own~~ safety and the protection ~~of~~ others.

(b) The Commission will pay the following annual allowance for the purchase ~~of work~~ clothes ~~for all~~ active employees, and will be paid in May ~~of~~ each year, along with an annual issue ~~of work~~ gloves,

		<u>Annual Issue of Work Gloves</u>	
		<u>Summer</u>	<u>Winter w/Lines</u>
Electric Construction & Mtce Workers	\$500.00	10	4
Protection & Control	500.00	6	2
Forestry	500.00	6	2
Substations	500.00	10	4
Meters & Measurement	300.00	2	0
Water Works	500.00	10	4
Technical Services	150.00	2	0
Operators	100.00	0	0
Garage	300.00	2	2
Stockkeeper	100.00	2	2

The Following ~~shall~~ be issued by the Commission and will be replaced upon receipt ~~of~~ the worn out ~~or~~ damaged item:

Hard Hat with liner

- Electric (Construction & Maintenance, Meters & Measurement)
- Water Works (Operations, Construction & Maintenance)
- Customer Service (Meter Reading & Technical Services)
- Corporate Support (Garage, Stores)

Flash goggles or glasses

- Electric (Construction & Maintenance, Meters & Measurement)
- Customer Service (Technical Services)

Safety glasses

- Water Works (Operations, Construction & Maintenance)
- Customer Service (Meter Reading)
- Corporate Support (Garage, Stores)

Rubber boots

- Electric (Construction & Maintenance)
- Water Works (Construction & Maintenance)
(hip length)

Rain suit

- Electric (Construction & Maintenance)
- Water Works (Construction & Maintenance)

Spurs, Lineman's belt, **two (2)** pair rubber gloves & protectors
- **Electric** (Linemen **only**)

Employees promoted ~~or~~ transferred to another position, shall be supplied with the difference in the clothing allowance (if any).

(c) The employee agrees to take the greatest care of those articles and **ANY OTHERS THAT MIGHT BE ENTRUSTED TO THEM**. In the event of termination of employment all equipment must be returned to Stores.

(d) Safety Boot Allowances following to be paid by the Commission, in May 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 grievance 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 life 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 fulfil the duties of that Office, with no loss of seniority.

(c) Wherever the masculine or singular has been used throughout this Agreement, it shall be taken to include the feminine or plural where context so allows.

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 one (1%) percent 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 one (1%) percent at which time there will be a one (1%) percent 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 one (1%) percent 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 4th day of
November, 1994.

**SCARBOROUGH
PUBLIC UTILITIES COMMISSION
R. E. Cavanagh, Chairman**

C. T. Aoki, Secretary

**LOCAL 1 of the
UTILITY WORKERS OF CANADA
J. Currie, Unit Chairman**

F. Smits

G. Murphy

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, 1994, 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 1994 to March 31st, 1996 Inclusive.

DIVISION Classification	Progressions in Classification					
	Probation Period 6 Mos.	Step 1 6 Mos.	Step2	Step3	Step4	Step5
<u>CORPORATE SUPPORT DIVISION</u>						
Stockkeeper	14.61	17.38	18.26	19.25	19.83	
General Maintenance	13.71	17.14				
General Maintenance & Groundskeeper	13.71	17.14				

Progressions in Classification

DIVISION Classifications	Probation		step2	step3	step4	steps
	Period 6 Mos.	Step 1 6 Mos.				
Lubricator	14.16	17.69				
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				
<u>CUSTOMER SERVICES DIVISION</u>						
Meter Reader	14.61	17.38	18.26	19.41		
Meter Reader "A"	15.51	19.41	19.83			
Technical Serviceman	16.31	19.33	20.39	21.50		

Progressions in Classification

DIVISION Classifications	Probation					
	Period 6 Mos.	Step 1 6 Mos.	Step2	Step3	Step 4	Step 5
<u>WATER WORKS DIVISION</u>						
Serviceaman	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	22.77	
<u>ELECTRIC DIVISION</u>						
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				

Progressions In Classification

DIVISION Classifications	Probation					
	Period 6 Mos.	Step 1 6 Mos.	Step2	Step3	Step 4	Step5
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	
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				
Appr. Operator 4th Yr.	20.51	22.77				

Progressions in Classification

DIVISION Classifications	Probation					
	Period 6 Mos.	Step 1 6 Mos.	step2	Step 3	step4	steps
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		
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			

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 Department ~~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 Department ~~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 ~~mer~~ 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 Department 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 am. 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, 1994

C. Ness, President
The Utility Workers of Canada
1530 Markham Road
suite 402
Scarborough, Ontario
M1B 3M4

SUBJECT: Letter of Intent - No Lay Off

During the course of agreement, no bargaining unit employee who has completed the probationary period will be laid off.

However, to accomplish this it may require that employees be redeployed within the utility, and perform in an appointed temporary position until a regular position is found during the job posting process.

While redeployed employees are acting in temporary positions they will remain at their current rate of pay, when a regular position is found, through the job posting process, their rate of pay will be as per the Collective Agreement which includes a provision for "retrogression".

Yours truly,

K.J. Allen
General Manager & Treasurer

Scarborough Public ~~Utilities~~ Commission

April 1, 1994

C. Ness, President
Local No. 1
~~Utility~~ Workers of Canada
1530 Markham Road
Suite #402
Scarborough, Ontario
M1B 3M4

SUBJECT: Letter of Intent - COLA Clause

For a two year agreement, based on the April 1, 1994, Consumer Price Index for Metro Toronto, base 1981=100, this COLA will provide for each full 1% increase in the CPI over and above 3%. Final review will be based on the March 31, 1996 CPI for Metro Toronto. Payment will not inflate the existing wage rates

Yours truly,

K.J. Allen

Notes

Notes

Notes