

**HYDRO MISSISSAUGA
COLLECTIVE AGREEMENT**

SOURCE	Comp.		
EFF.	97	04	01
TERM.	2000	03	31
No. OF EMPLOYEES	220		
NOMBRE D'EMPLOYÉS	220		

between

**MISSISSAUGA
HYDRO-ELECTRIC COMMISSION**
(hereinafter called "The Commission")

and

**LOCAL UNION 636 OF
THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**
(hereinafter called "The Union")

April 1, 1997 - March 31, 2000

ENTERED

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PREAMBLE

In consideration of the community of interest between the Union and the Commission the intent of the parties to this Agreement is understood to be to establish satisfactory formal relations between Employees and Management and, consistent with the rights of both parties under this Agreement, to provide for the orderly collective bargaining of terms and the prompt and equitable disposition of grievances.

ARTICLE 1 - RECOGNITION

The Commission recognizes the Union as the sole Collective Bargaining Agent for all Employees and Students of the Commission, save and except Supervisors, those above the rank of Supervisor, Confidential Secretaries, Programmers, Analysts, Auditors, not more than four (4) persons not regularly employed more than twenty-four (24) hours per week, and individuals employed on a Government-sponsored program.

ARTICLE 2 - EMPLOYEE CLASSIFICATION

1. (a) Probationary Employees are those who are hired with the understanding that they will become Regular Employees provided that during the Probationary Period of one hundred and ten (110) days worked, they exhibit the required ability and qualifications. Such period of time may be extended for an additional (110) days worked by mutual consent of the parties.
 - (b) The service of a Probationary Employee may be terminated by the Commission at any time during the Probationary Period for any reason not contrary to law.
 - (c) Probationary Employees shall be entitled to the benefits of this Agreement only where the entitlements of Probationary Employees are specifically stated in a particular clause,
2. (a) Temporary Employees are those hired to work during a period when additional work of any nature requires temporarily augmented forces, or in the event of any emergency, or to relieve Regular Employees because of illness, or to work during vacation periods. If a Temporary Employee is hired for a period of longer than one hundred and ten (110) consecutive working days, that Employee shall be considered as a Regular Employee.
 - (b) The services of a Temporary Employee may be terminated by the Commission at any time during the one hundred and ten (110) consecutive working days temporary period for any reason not contrary to law.

- (c) Temporary Employees shall be entitled to the benefits of this Agreement where the entitlements of Temporary Employees are specifically stated in a particular clause.
3. Regular Employees are those who have been employed by the Commission for more than one hundred and ten (110) days worked and who have successfully completed the Probationary Period.
 4. In the event that a Temporary Employee is to become Probationary the time worked as temporary shall be credited as probationary as follows:

TEMP TIME	JOB	SAME JOB	NEW JOB
	LESS THAN 55 DAYS	110 DAYS PROBATION	110 DAYS PROBATION
	55 - 110 DAYS	TOTAL SERVICE UP TO 110 DAYS	55 DAYS PROBATION
	110 +	REGULAR STATUS	REGULAR STATUS

5. The Commission agrees to pay 100% of the premium cost of Health and Dental Care benefits after 55 days worked for Probationary Employees.
6. In the event that an Employee is hired into a regular position within six (6) months of terminating, then the Probationary Period shall not exceed fifty-five (55) days worked.

ARTICLE 3 - UNION MEMBERSHIP AND PAYMENT OF DUES

1. Present Employees who are members of the Union shall be required to maintain such membership.
2. All new Employees hired by the Commission, excluding, casual labour and students hired for the school vacation period, shall become and remain members of the Union and application for membership shall be made prior to commencing employment.

3. All Employees, including casual labour and students hired for the school vacation period shall be required to **authorize** the deduction of regular monthly Union dues and initiation fees for new Employees from their pay. Amounts so deducted shall be forwarded to the Financial Secretary of the Union by the tenth day of each calendar month, along with a duplicate copy of the names of Employees from whom the deductions have been made. In consideration of this deduction and forwarding service by the Commission, the Union agrees to indemnify and save the Commission harmless against any claim or liability arising out of or resulting from the collection and forwarding of these regular monthly dues.
4. Employees covered by this Agreement shall receive copies of this Agreement, and information regarding Stewards, provided by the Commission as soon as possible but no later than one month after the date of employment.
5. For clarification purposes, the Union does not collect dues from Employees while they are covered on long term disability benefits as per Article 18.2 or unpaid leave of absence of this Agreement and furthermore, the Commission agrees to indicate on the check off list Employees on LTD or unpaid leave of absence.

ARTICLE 4 - GOODWILL,

1. (a) Except where abridged by the specific terms of this Agreement, the Commission shall retain the exclusive right to manage its business and direct the working force. Without limiting the generality of the foregoing, the direction of the working forces shall include, among others the right to hire, discharge, suspend, promote, demote, classify, transfer, discipline, and schedule work assignments and make, amend and enforce such rules and regulations as shall from time to time be required.
 - (b) The Commission shall not exercise its rights to direct the working force in a discriminatory manner, nor shall any Employee be discharged or disciplined except for just cause.
2. The Commission shall exercise its rights in a manner consistent with the terms of the Collective Agreement.
3. (a) The Commission agrees that no work shall be sublet or contracted out to any person or firm that will necessitate the laying off of any Regular Employee.
 - (b) No Regular Employee will be laid-off while a Student, Temporary Employee, Part-time Employee, or -individual employed on a Government-sponsored program is retained whose work the Regular Employee is capable of performing.

4. The Commission is responsible for the safety, comfort and general welfare of the Customer in respect of the service of electrical energy and each Employee who is subject to the terms of this Agreement is prepared, when called, to assist at all hours of the day or night in the provision of such service.
5. The Commission assures the Union that all reasonable efforts shall be made to offer work to any Regular Employee displaced by technological change, although such offer is conditional upon any affected Employee's willingness and ability to perform the work offered to the satisfaction of Management upon completion of any training prescribed. Where the rate of the new position is less, the difference in rates will be used to calculate retrogression steps to adjust the rate to that of the new position in four (4) equal amounts within 24 months.

The Employee shall be allowed a training and familiarization period of twenty-five (25) working days.

6. The Commission agrees that Regular Employees may apply for and receive tuition reimbursement consistent with the terms and conditions of the Tuition Reimbursement Programme set out as Pro-24 in the Corporate Procedure. Where a Regular Employee voluntarily resigns within one (1) year of reimbursement of tuition, the Employee shall reimburse 50% of the Commission-paid portion of Tuition Assistance.
7. The Commission and the Union agree there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to employment or conditions of employment against a person as provided under the Ontario Human Rights Code and there shall be no discrimination for Union activity.
8. Substance abuse is a serious medical and social problem which can affect Employees, their families and the safety of the individual and fellow workers. The Commission and the Union actively promote and encourage early diagnosis and treatment which assists Employees towards full rehabilitation.

Medical treatment necessary will be covered under Article 18.

9. In the event there is a merger with another Commission, Company or Companies, in which the covered Employees therein are represented by another Union, the representation rights and the Collective Agreement and the status quo of Local 636 IBEW members shall be maintained in respect of those members until a final determination is made under the Labour Relations Act of Ontario or any successor organization as to the proper representation of the combined group.
10. Should the Commission merge, amalgamate, or combine any of its operations or functions with another Commission, Company or Companies, the Employer agrees to give the Union as much notice as practically possible prior to any intent by the Employer to implement the above.

ARTICLE 5 - GRIEVANCE PROCEDURE

If the Employee has a grievance or complaint, the Employee may 'discuss the grievance with the Supervisor with a Steward in attendance if the Employee so elects.

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, except with respect to the discharge of a Probationary Employee, shall be dealt with in the following manner:

- STEP 1** 1. A Regular Employee wishing to present a grievance shall submit the grievance in writing to the Supervisor/Manager indicating the nature of the grievance and the remedy sought. The Supervisor/Manager shall reply within three (3) working days after having received the grievance.
- STEP 2 2. If the reply of the Supervisor/Manager is not satisfactory to the Employee concerned, the written grievance shall be referred to the Divisional Director and General Manager's designate within three (3) working days after the reply of the Supervisor/Manager. The Divisional Director and General Manager's designate shall meet with the Employee and members or designates of the Grievance Committee of the Union within five (5) working days to discuss the grievance. A reply to the grievance shall be given in writing within five (5) working days after the meeting has been held at this stage of the grievance procedure.
3. Any of the time allowances provided in (1) and (2) of this Article may be extended by mutual agreement between the parties concerned.
 4. If a grievance is to be referred to arbitration, it shall be so referred within ten (10) working days after the date of the reply referred to in (2) above.
 5. Management may refuse to consider any grievance the circumstances of which occurred more than seven (7) working days before it was brought to the attention of the Supervisor/Manager.

6. In the event of a group grievance, a policy grievance or a grievance respecting the discharge or suspension of a Regular Employee, the grievance shall be in writing indicating the nature of the grievance and the remedy sought. The grievance will be processed commencing at Step Two (General Manager or designate) of the grievance procedure. This clause shall not be used for the purpose of abridging the right of the Employee or process grievances, nor shall it be used for the purpose of submitting matters which to be handled through the grievance procedure by Employees.
7. The Grievance Committee shall consist of no more than three (3) Employees.
8. If either party of this Agreement claims there has been a violation or misinterpretation of the terms of this Agreement by the other party, it may state such claim in writing which will be processed as a grievance commencing at Stage Two of the grievance procedure.
9. The Commission agrees that in the event grievances are not settled at Step 2 of the grievance procedure, the parties may mutually agree to refer the grievance to the Grievance Mediation process in which case there shall be a 50-50 cost sharing of the Grievance Mediator.

ARTICLE 6 - ARBITRATION

1. When either party to this Agreement requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party and, at the same time, will appoint a nominee. Within five (5) days thereafter the party receiving the request will appoint a nominee. The two (2) nominees will attempt to select, by agreement, a third person who will act as Chairman of the Arbitration Board.
2. If the party receiving the request for arbitration fails to appoint a nominee within five (5) days; or if the two nominees fail to agree on a third person to act as Chairman, the matter will be referred to the Ontario Labour Relations Board which shall be requested to make the necessary appointments.
3. The grievance may be submitted to a single Arbitrator, if the parties mutually agree, as provided through the Ontario Labour Relations Board.
4. 'Notwithstanding the provisions for an Arbitration Board, either party may request the Minister to refer any grievance to a single arbitrator to be appointed by the Minister in accordance with the Ontario Labour Relations Act.

5. No person may be appointed who has been involved in any attempt to settle the grievance being arbitrated.
6. Except by mutual agreement between the parties to this Agreement, no matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
7. The Arbitrator or Arbitration Board shall not be **authorized** to render any decision inconsistent with the terms of this Agreement, nor shall they alter, modify, add to or amend any of its provisions.
8. The proceedings will be expedited by the parties to this Agreement. A unanimous or majority decision will be final and binding upon both the Commission and the Union but, in the case of a Board, should a majority decision not be given, then the decision of the Chairman will be final and binding.
9. Each of the parties hereto shall bear the expenses of the nominee it appoints, and the parties shall jointly bear the expenses, if any, of the Chairman of the Board or the single Arbitrator.

ARTICLE 7 - LOCKOUTS AND STRIKES

1. There shall be no strikes or lockouts as defined in the Labour Relations Act during the term of this Agreement.
2. Notwithstanding any other provision of this contract, the failure or refusal of any Employee to pass through or work behind any picket line lawfully established shall not be deemed a breach of this contract, and the Commission shall not discharge, discipline or otherwise discriminate against any such Employee.

ARTICLE 8 - JOB POSTING

1. In respect of classifications covered by this Agreement, any job becoming vacant or any new job created by the Commission shall, within ten (10) working days after becoming vacant or being created, be posted along with its rate of pay, for five (5) working days. All Regular Employees of the Commission shall have the opportunity to make application for the job. All laid-off Employees shall have the first opportunity for job vacancies prior to posting.
2. (a) In the event of promotion from a lower rated classification, such promotion shall be made from those Employees who qualify.

- (b) Any Regular Employee promoted to the next higher group of position classification shall, as a minimum, advance from their current step to one step less in the next higher group for Schedule "B" Employees.
3. In case of promotion from lower to higher rated classification, the skill, ability, experience, and general work record of Employees will be the governing factors, and where these factors are sufficiently equal, seniority will govern.
 4. When a job has been posted, the name of the successful applicant shall be posted on the bulletin board, and the job awarded in the manner set forth herein. The successful applicant shall either begin the job as soon as possible and at the appropriate rate of pay, or shall be paid the rate of pay within thirty (30) working days after the job has been posted, regardless of whether the actual transfer to the job has been made.
 5. The list of Employees who apply for jobs shall be forwarded to the Union's Business Office within five (5) working days and those who are not successful in their application shall be given the reasons in writing within five (5) working days if requested.
 6. The rate of any new job classification in Schedules "A" and "B" shall be established by the Commission in consultation with the Union. In the event of failure to agree on the rate, the matter may be submitted to the grievance procedure.
 7. The Commission shall not be required to post any job becoming vacant and not to be filled, provided the Union is notified, in writing, of the reasons for not filling the vacancy.

ARTICLE 9 - SENIORITY

1. The Seniority of any Employee shall be defined as the length of continuous service in the employ of the Commission in the bargaining unit and shall include all continuous service with the Commission from the most recent date of hire.
2. The foregoing section notwithstanding, in the event any Employee in the bargaining unit is promoted to a classification excluded from the bargaining unit, the Employee shall continue to accumulate and shall retain seniority for a period of twelve (12) months beyond the effective date of promotion.
3. The Commission shall provide to the Unit Chairpersons quarterly, a current seniority list with the names, positions and dates of commencement of service of Employees and shall forward such lists to the Union. A list of all Temporary Employees will also be provided.

4. An Employee shall lose seniority and employment status if:

- (a) The Employee resigns.
- (b) The Employee is discharged for just cause and not reinstated by the grievance procedure.
- (c) The Employee is laid off for a period exceeding fifteen (15) consecutive months.
- (d) The Employee fails to return after lay-off within ten (10) consecutive days, excluding Saturdays, Sundays and **Recognized** Holidays after being notified by registered mail to ~~do~~ so, although if such failure is caused by illness certified by a duly qualified medical practitioner, the time for return may be extended while the Employee is prevented by illness from returning to work for a further period not to exceed a maximum of six (6) calendar months.
- (e) The Employee is absent five (5) or more consecutive working days without notifying the Commission or providing a reasonable explanation.
- (f) The Employee retires or reaches sixty-five (65) years of age.

5. Lay-Off And Recall

- (a) Where a lay-off is necessary, the Employee with the lowest seniority in the affected classification, shall displace an Employee who has lesser seniority in the same job classification or lower classification.
- (b) Failing (a) Employees shall have the opportunity to fill any job vacancy at their own grade level.
- (c) Failing (b) Employees shall displace an Employee who has lesser seniority at their own grade level.
- (d) Failing (c) Employees shall have the option to displace an Employee who has lesser seniority on the same grade level.
- (e) The process set out above shall be repeated at each lower grade level by the affected Employees, or by those Employees whom they have displaced, as the case may be, until all such Employees have been placed into jobs or laid off.
- (f) This will not restrict the right of any Employee who has previously satisfactorily performed a job in a higher grade level from exercising their seniority rights to acquire such a job.

- (g) A training and familiarization period of up to thirty (30) working days shall be provided to Employees affected by lay-off.
- (h) The benefits of a laid off Employee will be paid in accordance with the Employment Standards Act.
- (i) Employees shall be recalled in the reverse order of seniority in which they were laid off. An Employee being recalled shall have sufficient skills and ability to perform the work.
- (j) A laid off Regular Employee will be recalled in the event of a job vacancy prior to posting provided the Employee has sufficient skills and ability to perform the work.
- (k) A Regular Employee laid off due to lack of work shall retain right of recall for a period of fifteen (15) consecutive months from the date of layoff, shall be required to keep Management advised of a current address, and, if recalled shall be required to report for work within ten (10) working days. The laid off Employee will be contacted by registered mail.
- (l) The Union shall be notified in writing of layoffs and recalls.
- (m) The two (2) Unit Chairs of Local 636, IBEW Unit #3 while holding such office shall be retained by the Commission in the event of lay off as long as there is work that they are qualified and willing to perform.

ARTICLE 10 -WORKING HOURS

1. (a) Except as otherwise provided in this Agreement a normal work week shall be forty (40) hours consisting of five (5) eight hour days Monday to Friday from 0730 to 1600 hours inclusive of a one half (1/2) hour unpaid meal period year round for Schedule "A" Employees.
 - (b) Unless otherwise mutually agreed to, all bargaining unit Employees shall report for work at the main service centre which is 3240 Mavis Road, Mississauga.
2. Except as otherwise provided in this Agreement the meal period will start at 1200 hours and may be adjusted one-half (1/2) hour either way subject to the requirements of the day. Employees who are required to work during the meal period, in addition to the normal hours of the day, shall be paid double time for the work performed.

3. Except as otherwise provided in this Agreement each Employee shall be entitled to rest periods of fifteen (15) minutes duration, one in the first and one in the second half of each scheduled work day, at a time and place designated by the Supervisor.
4. The Commission shall be responsible for shift coverage arising from approved vacations, illness or any other absences.
5. The normal work week for maintenance caretaker and caretaker shall be forty (40) hours consisting of five (5) days of eight (8) hours per day (not before 0730 hours and not later than 1800 hours, but continuous except for the meal period) from Monday to Friday inclusive.
6. The normal work week for clerical and technical staff shall be thirty-five (35) hours consisting of five (5) days of seven (7) hours per day (not before 0800 hours and not later than 1800 hours, but continuous except for the meal period) from Monday to Friday inclusive.

ARTICLE 11 - WORKING SCHEDULES

1. SYSTEM CONTROL OPERATORS

- (a) Management and Union shall mutually agree when establishing a working schedule different from present arrangements for System Control Operators, excepting trainees not appointed to a rotation schedule. Such schedule will be supported by a two thirds majority of the operators in the rotation before it is implemented. Implementation and mutual agreement of the schedule for the next year will be planned two (2) months before the current schedule ends.
- (b) The Operator on regular shift rotation working a statutory holiday shall be paid for the statutory holiday worked and, in addition, shall be paid double time for the actual hours worked. The Operator's statutory holiday will always be the calendar date and not the day designated by the Commission for other Employees.
- (c) Operators shall attend safety sessions and such sessions shall constitute part of the hours Operators are obliged to work.
- (d) Operators shall provide notice in writing of tentative arrangements to be taken in the next vacation year and shall confirm arrangements in writing six weeks before the vacation is taken, all such arrangements to be consistent with Article 16 of this Agreement.

A minimum of one half of an Operator's vacation shall be taken during a period when the Operator is scheduled to work the day shift. Monday to Friday (excluding **Recognized Holidays**) or any other shift when two Operators who are qualified are scheduled. Qualified shall be deemed to mean an Operator who is in at least his third year of apprenticeship.

- (e) The regular minimum complement shall be three (3) qualified Operators, as defined in 11.1 (d) on day shifts Monday to Friday (excluding lunch breaks and **Recognized Holidays**.) Where due to unforeseen circumstances such as illness, fewer than three (3) qualified Operators are present on days, and there is a request for an additional Operator, the Employer will give due consideration to such request and may mutually agree to add an Operator.

There shall be a minimum of one (1) qualified Operator on night shift, Monday to Sunday. Requests for an additional Operator will be considered and the Employer may by mutual agreement add an Operator.

Replacement coverage for planned vacation will be scheduled in advance.

- (f) All qualified Operators may be required to serve on the operator standby roster for the purpose of covering short term manpower shortages or other system conditions requiring additional personnel.

2. SERVICEMEN

- (a) Servicemen may be called on to work the following schedule of shifts:
 - (i) 0800 hours to 1630 hours inclusive with 1/2 hour meal break year round with meal allowance in winter months per Article IO-I(b).
 - (ii) 1230 - 2100 hours Monday - Friday inclusive with 1/2 hour meal allowance in winter months per Article 1 O-I (b).
- (b) Standby for Serviceman Hours of standby Monday to Thursday 2100 hours to 0800 hours and Friday 2100 hours to 0800 hours Monday.
- (c) The Serviceman on call shall keep System Control informed and shall be prepared to respond within one hour as required.
- (d) In the event of an emergency after 2130 hours the Serviceman on call shall handle the work and receive a minimum of two (2) hours at overtime rate.

ARTICLE 12 - STANDBY DUTY AND TROUBLE SHIFTS

1. STANDBY DUTY

- (a) The Commission may assign standby duty as required to manage its business, and Employees on standby duty shall be available for work within the standby hours assigned.
- (b) The Standby Duty Schedule shall be established annually and the Commission may revise the schedule from time to time as required to manage its business. Emergency call out list to be posted weekly indicating number of call-outs, hours worked, offers refused, could not contact.
- (c) When **Recognized** Holidays occur during weekdays Standby Duty is worked throughout the holidays until the following work day according to the Standby Duty Schedule.
- (d) Except as otherwise provided in this Agreement the rate of pay for Standby Duty shall be \$1.50 per hour (\$1.55 effective April 1, 1999) and \$1.95 per hour (\$2.00 effective April 1, 1999) from 1630 hours Friday to 0730 hours Monday and **Recognized** Holidays. Standby rate to be applicable to Maintenance Caretaker during winter hours only.
- (e) All Cablemen wishing to remain on stand-by duty shall complete overhead training in the essential, minimum, typical overhead repair situations that occur on our system and undergo refresher training as may be deemed necessary from time to time. Any new employee shall be qualified before being placed on stand-by duty.

2. TROUBLE SHIFTS

Monday to Friday - 1/2 hour unpaid lunch

- 0630 - 1500 hours
- 0730 - 1600 hours
- 1500 - 2330 hours

The Trouble shifts beginning at 1500 hours shall not work calls after 2330 hours but shall work calls which start within 'their shift.

- 2300 - 0730 hours

- (a) Shift positions shall be posted and Employees appointed shall remain in the shift position for at least three (3) months, unless transferred.
- (b) The Trouble Shifts shall not be worked by a Commission-Contractor mixed crew.
- (c) 12 Hour Trouble Shift arrangement as per Letter of Understanding. In the event of cancellation, Management will revert to previous Trouble Truck Shift, as referenced in item 7 (a).

ARTICLE 13 - OVERTIME

- 1. All hours worked outside of or in excess of the work day or work week shall be paid at double the Employee's rate of pay.
- 2. A Regular Employee may elect in lieu of payment for overtime worked, future time off calculated at the rate of one (1) hour at the regular hourly rate plus one (1) hour at regular time to be banked to a maximum of 40 hours to be taken in the contract year. To apply to Inside Employees outside of Flextime hours and with Supervisory/Managerial approval of overtime requirement.
- 3. Any Employee who is called upon to work overtime shall be paid a minimum of two (2) hours pay at double time, although no minimum applies in the event of prearranged overtime or overtime occurring at the end of an eight-hour shift or within two hours preceding an eight (8) hour shift.
- 4. In the case of prearranged overtime, if the arrangement is cancelled when an Employee affected has reported for work, such Employee shall be paid for two (2) hours at the rate of double time. This will not apply to overtime continuing at the end of a shift.
- 5. Paid rest periods
 - (a) If an Employee works more than eight (8) cumulative hours immediately prior to his scheduled work day, he will be permitted eight (8) hours off with pay, at straight time rates, during his scheduled shift.
 - (b) If an Employee works sixteen (16) hours he will be permitted a rest period of up to eight (8) hours and the portion of the rest period occurring during his scheduled work will be paid at straight time rates.
- 6. In the event a Supervisor calls for overtime work, Regular Employees shall be called before Temporary Employees and Contractors except where a tendered, fixed priced project contract arrangement is in place covering the work.

ARTICLE 14-MEALS

1. In recognition of the fact that Employees are required to provide their own meals and eat on their own time, the conditions that follow will apply:
 - (a) The Commission shall not require an Employee to carry or provide more than one meal on any day that work is performed and, whenever possible, Supervisors shall notify Employees who do not normally carry a lunch, of the necessity of carrying a lunch the following day.
 - (b) In the event an Employee is required to continue working beyond a normal day the Commission shall provide the Employee's meal after 1 1/2 hours, every four hours thereafter while the Employee continues working.
 - (c) In the event an Employee is called upon to work extensive periods of overtime on Saturday, Sunday or **Recognized** Holidays without notification, the Commission shall provide the Employee's meal on approximately a four hour interval basis. If notified, no fewer than twelve (12) hours in advance of starting time, the Employee shall carry or provide the first meal and the Commission shall provide any further meals on approximately a four hour interval basis.
2.
 - (a) In general the winter months for the purpose of this clause shall cover the period of November 1st to March 31st and during the winter months the Commission will provide a meal at a suitable location, and transportation from and to the job, to Employees required to work outside.
 - (b) The duration of the meal period and the travelling time from and to the job shall comprise no more than one half (1/2) hour for Schedule "A" Employees except with the permission of the Supervisor.
3. In general the summer months for the purpose of this clause shall cover the period of April 1st to October 31st and during the summer months Employees will remain at the job site for meal period.
4. The Commission may provide an allowance instead of providing a meal. The allowance shall be \$10.00 for supper meals and \$8.50 for all other meals (\$8.75 effective April 1, 1998 and \$9.00 effective April 1, 1999).

ARTICLE 15 - RECOGNIZED HOLIDAYS

1. The Holidays recognized by the Commission are the following:

*NEW YEAR'S DAY	CIVIC HOLIDAY
*GOOD FRIDAY	*LABOUR DAY
EASTER MONDAY	*THANKSGIVING DAY
*VICTORIA DAY	*CHRISTMAS DAY
*CANADA DAY	*BOXING DAY

ONE DAY FLOATER - to be taken at a time mutually agreed upon

Temporary Employees shall be paid for *holidays consistent with the Employment Standards Act.

2. The last working day before Christmas and the last working day before New Year's will consist of the first half of the day and the remainder of each such day shall be a holiday recognized by the Commission.
3. Regular Employees and Probationary Employees shall be paid for Recognized Holidays providing such Employees have worked the last regular scheduled shift preceding, and the first regular shift succeeding such holidays. The requirement that an Employee must work the shift preceding and succeeding a holiday will not apply if the Employee is absent on either or both of these days because of:
- (a) personal illness
 - (b) family death
 - (c) Supervisor's permission
 - (d) circumstances beyond the Employee's immediate control.
4. The Recognized Holiday that falls on Saturday shall be observed on the immediately preceding Friday or Thursday if the Friday is a Recognized Holiday. The Recognized Holiday that falls on Sunday shall be observed on the immediately following Monday, or Tuesday if the Monday is a Recognized Holiday, so that the days observed shall be consecutive.
5. Regular Employees and Probationary Employees working on rotating shifts shall, subject to qualifications set out in item 4 above of this Article, receive the same number of paid Recognized Holidays in any calendar year as are received by Employees working on normal day shifts, i.e. Monday to Friday inclusive.
6. If a Recognized Holiday occurs during an Employee's vacation period, another day off with pay in lieu thereof shall be granted.

ARTICLE 16 - ANNUAL VACATIONS

1. Vacation with pay shall be granted by the Commission in accordance with the following:
 - (a) One day for each completed calendar month worked during the first year of employment to a maximum of ten (10) days.
 - (b) On completion of required years of service and subsequent years of service the number of days set out in the following earning schedule:

after one (1) year	ten (10) days
after three (3) years	fifteen (15) days
after eight (8) years	twenty (20) days
after sixteen (16) years	twenty-five (25) days
after twenty-five (25) years	thirty (30) days
2. For vacation purposes service shall be calculated as of date of hire.
3. Vacation dates shall be arranged at the convenience of the Department Supervisor. However, every effort shall be made to arrange vacations to the mutual satisfaction of the Employee and the Department Supervisor. Conflicts in Employees' vacation preferences shall be resolved on the basis of seniority every other year. To facilitate this, a sheet shall be posted by January 1st to allow Employees to state their preferences of dates. This sheet shall be removed by **May 1st** at which time final dates shall have been agreed upon. Requests by Employees for two (2) weeks vacation during June, July, August and September will not be unreasonably denied.
4. Where an Employee, through illness or injury while on vacation, is hospitalized for a period of three (3) or more days, he/she will upon return to work and presentation of proof of hospitalization by a medical doctor, be granted an extension of his/her vacation equal to the time allowed for such hospitalization, excluding the Employee's normal weekend, at a time mutually agreed upon between the Employee and his/her Supervisor.
5. Any Regular Employee earning fifteen (15) days or more vacation may carry over into the following vacation period, subject to the provisions of item 3, a maximum of five (5) days earned vacation.

ARTICLE 17- LEAVE OF ABSENCE

1. A Regular Employee who would otherwise have been at work shall, for the purpose of arranging and/or attending a funeral:
 - (a) be allowed four (4) working days leave of absence with pay in the event of death of the Employee's spouse or child.
 - (b) be allowed three (3) working days leave of absence with pay in the event of death of the Employee's parent, sister, brother, grandparent, grandchild or spouse's parent.
 - (c) be allowed one (1) working day leave of absence with pay in the event of death of the Employee's aunt or uncle, sister-in-law or brother-in-law, spouse's sister, brother, grandparent or in the event of serving as a pallbearer at the funeral of a fellow Employee.
2. Each Employee shall be granted leave of absence without loss of pay, for the purpose of discussing with Management during working hours matters arising out of the administration of the Agreement, if such discussion is arranged by the Employee with the immediate Supervisor.
3. The proper discharge of grievance responsibility may from time to time throughout the work day require the brief absence from work duties of a Steward/Unit Chair who must request the immediate Supervisor's permission to be absent without loss of pay. While every reasonable effort shall be made to arrange the brief absence requested, permission may be withheld if, in the opinion of the Supervisor, such absence would affect the operation. The names and the number of Stewards not exceeding ten (10) and/or two (2) Unit Chairs shall be confirmed to Management by the Union, and each Steward so named shall acknowledge that the Steward's prime responsibility is that of a Regular Employee.
4. Leave of absence with pay will be granted to Employees who are authorized by Management to attend functions connected with their work.
5. Leave of absence with pay shall be granted to Regular Employees called for Jury Duty, or as a Crown Witness while on Commission business or within their Region of Residence, provided that payment for said service is assigned to the Commission.
6. Employees attending sessions approved by the Commission, as trainees or volunteer instructors, shall be reimbursed at normal rates of pay for standard daily or weekly hours.

7. Pregnancy and Parental Leave shall be granted in accordance with the appropriate parts of the Employment Standards Act of Ontario or successor organization. There shall be no loss of seniority during this leave, all benefits shall be maintained by the Employer and the Employee's vacation shall not be pro-rated or reduced in any manner and the Employee shall be returned to their same or comparable job and rate of pay they enjoyed prior to the leave.
8. The Commission may grant leave of absence without pay to any Employee for a legitimate personal reason. Such requests must be submitted in writing. Seniority shall continue to accumulate during this absence. Vacation will not accrue when absence is for more than one (1) month.

ARTICLE 18- SICKNESS AND INJURY PLAN

1. PURPOSE

The purpose of the plan is to provide Regular Employees with pay continuity and job security during periods of sickness or injury.

2. THE PLAN

The plan provides coverage during periods of sickness or injury as follows:
Short Term Coverage - periods up to seventy-five (75) consecutive working days.

Long Term Coverage - periods in excess of seventy-five (75) consecutive working days.

Short Term Coverage

Benefits in the short term for each occurrence of sickness or injury are:

- (a) Employees with less than one year's service - 15 working days at regular pay and the balance at 75% of regular pay.
- (b) Employees with one to two years of service - 30 working days at regular pay, balance at 75% of regular pay.
- (c) Employees with two to three years of service - 45 working days at regular pay, balance at 75% of regular pay.
- (d) Employees with three to four years of service - 60 working days at regular pay, balance at 75% of regular pay.
- (e) Employees with more than four years of service - 75 working days at regular pay.

Long Term Coverage

Benefits in the long term are those provided under the disability plan in Article 19 of this Agreement and begin after the seventy-fifth (75th) day at which time the Commission shall maintain payments in the amount of the disability coverage for a period not to exceed twenty-four (24) months and, in consideration of this continuation of pay, the Employee shall sign over all Long Term Disability payments to the Commission.

The Employer agrees to provide the Union with a copy of application form relating to Employees who are seeking long term disability benefits upon providing written consent of Employee.

3. WORKERS' COMPENSATION BENEFITS

- (a) In the event an injury is covered by payments from the Workers' Compensation Board, an Employee shall continue to receive regular pay during the first seventy-five (75) working days. Thereafter, the Commission shall maintain payments in the amount of the compensation coverage for a period not to exceed twenty-four (24) months and, in consideration of this continuation of pay, the Employee shall sign over all Workers' Compensation Board payments to the Commission.
- (b) In the event that the Employee is offered modified work consistent with medical limitations which are established after consultation with the Employee's Physician and which are approved by WCB and the Employee declines such work, direct payment from the Commission will be discontinued.
- (c) The Employer shall provide the Union with a copy of the Employer's report of injury or disease (Form 7) when submitting same to the Workers' Compensation Board (WCB) in order to give the Union an opportunity to discuss with the Employer any errors or omissions which may exist upon written consent of Employee.

4. GENERAL CONDITIONS OF LONG TERM COVERAGE

- (a) After the seventy-fifth (75th) day any vacation or Recognized Holiday shall be paid and prorated only on the basis of time worked. After one hundred and thirty (130) working days seniority shall be frozen.
- (b) The Commission shall continue to pay for a period of time not to exceed twenty-four (24) months from the first day of sickness or injury the premiums for benefits in Articles 19 and 20 of this Agreement.

- (c) For a period of time not to exceed twenty-four (24) months from the first day of sickness or injury the Employee shall be eligible to return to the same position classification if capable of performing the required work. If unable to perform the required work, the Employee shall be given all reasonable consideration for any available job for which the Employee is able and qualified to perform.
 - (d) In the event the Employee is unable to return to work at the end of twenty-four (24) months, the Employee shall lose seniority and be removed from the payroll.
 - (e) In the event the Employee provides medical evidence of the likelihood of returning to work by the end of the twenty-fifth (25th) month, and the evidence is confirmed by the Commission's medical representative, the time limit in (d) shall be extended to the end of the twenty-fifth (25th) month and no further.
 - (f) In the event the Employee has residual sick leave days, the Employee may use such days to defer the time limits in (b), (c), (d) and (e) of this paragraph and in paragraph 3, and further, may use such days at the rate of one-half (1/2) day of residual sick leave for each day of absence, in order to ensure pay continuity for reasons of sickness, injury or compensable injury during days for which the Employee's income would otherwise be at a reduced rate.
 - (g) In consideration of the foregoing, the Union or its members shall make no claim against any rebate of the Commission's share of any savings in U.I.C.
5. The Commission and the Union are committed to the safe integration of injured or ill Employees into the workplace at the earliest opportunity. Every effort will be made to modify the Employee's regular position where possible or to provide modified work suitable to medical limitations and capabilities. The parties will jointly endeavor to work with all concerned to promote rehabilitation goals.

ARTICLE 19 - HEALTH BENEFITS

The Commission agrees to pay 100% of the premium costs for Regular Employees and their eligible dependents in keeping with the terms and conditions of the current policies.

HEALTH CARE

1. Employer Health Tax
2. Liberty Health Extended Health Care 25/50 Plan or equivalent coverage

3. Semi-Private Hospitalization Coverage
4. Liberty Health or equivalent Paramed benefits
5. Vision Care - \$225.00 per family member every twenty-four (24) months effective April 1, 1997.

\$250.00 per family member every twenty-four (24) months effective April 1, 1998.
6. Hearing aids - \$500.00 every sixty (60) months.

DENTAL CARE

1. Liberty Health Dental Plan Number 9, 1997 O.D.A. Fee Schedule effective January 1, 1997; 1998 O.D.A. Fee Schedule effective January 1, 1998; 1999 O.D.A. Fee schedule effective January 1, 1999 and 2000 O.D.A. Fee Schedule effective January 1, 2000.
2. Orthodontics to a lifetime maximum of \$1,000 for dependents up to age 21 on a 50/50 co-insurance basis.
3. Dentures to a maximum of \$750.00 per person per calendar year on a 50/50 co-insurance basis.
4. Caps and crowns to a maximum of \$1,000 per person per calendar year on a 50/50 co-insurance basis.
5. Liberty Health Space Maintainers .

INSURANCE

1. Long Term Disability Plan 70%/\$3,400.
2. Life Insurance coverage (1.5 times basic earnings)
3. Accidental Death and Dismemberment Insurance Coverage providing a death benefit reflecting the existing basic life coverage insurance benefit.

OTHER

1. Medical letters, notes required by the Commission shall be paid for by the Commission.

ARTICLE 20 - RETIREMENT

1. The effective normal retirement date is the last day of the month of the Employee's sixty-fifth (65th) birthday.
2. The Commission shall pay the premium cost of the OMERS Type 1, with Past Service effective April 4, 1974, Supplemental Plan. The Commission and the Employees shall comply with the premium costs of the OMERS F.A.E. Basic Plan on an equal sharing basis.

ARTICLE 21 - SHIFT BONUS

1. The Commission shall pay a shift bonus of sixty-five (65) cents per hour worked effective April 1, 1997 (sixty-seven (67) cents effective April 1, 1998 and sixty-nine (69) cents effective April 1, 1999), for any part of or all of a shift that begins after 1200 hours, and seventy-six (76) cents per hour worked effective April 1, 1997 (seventy-eight (78) cents effective April 1, 1998 and eighty (80) cents effective April 1, 1999) for any part of or all of a shift that begins at or about 0000 hours and ends in the morning.
2. The Commission shall pay an additional shift bonus of 10% of basic hourly rates to System Control Operators working the rotating shift for hours worked on Saturdays and Sundays and seventy (70) cents effective April 1, 1997 (seventy-two (72) cents effective April 1, 1998 and seventy-four (74) cents effective April 1, 1999) for any part or all of the evening shift that begins at 1900 hours.
3. No shift bonus shall be paid for any hours to which an overtime premium applies.
4. Management will consult with the Union in the event of instituting any new shift and notice shall be given fifteen (15) calendar days in advance.

ARTICLE 22 - BULLETIN BOARDS

Bulletin Boards shall be provided for the use of the Union.

ARTICLE 23 -WEATHER CONDITIONS

During inclement weather inside work shall be carried on as designated by Supervisors at regular rates of pay. The decision as to what constitutes inclement weather shall be made by the Department Supervisor or his designate.

In an emergency, when it is necessary for Employees for whom the weather has been declared inclement to work, the Commission shall supply suitable rainwear.

ARTICLE 24 - TOOLS AND EQUIPMENT

1. PERSONAL TOOLS

The Commission will provide an initial supply of appropriate personal tools. An Employee shall return worn out or broken articles in order to receive replacement. An Employee shall be allowed up to a maximum of \$200 (\$225 effective April 1, 1999) per year for lost personal tools. The Employee who exceeds this amount will be allowed to purchase the tools needed from the Commission at unit cost. These tools shall remain the property of the Commission and shall be returned to Stores when the Employee leaves.

2. TRUCK TOOLS

The Commission shall supply all truck tools and equipment necessary to carry out the work. Employees shall return all worn out or broken articles in order to receive replacement. Replacement of lost tools shall be approved by the Supervisor. All tools shall remain the property of the Commission and shall be returned to Stores when the Employee leaves.

3. RUBBER GLOVES

The Commission shall supply regulation rubber gloves and covers to all Employees required by the Commission to wear them. The rubber gloves shall be tested by approved methods at least every sixty (60) days or sooner if an Employee has reason to believe that his gloves may have become defective.

4. PRESCRIPTION GLASSES

The Commission shall supply two (2) pairs of prescription safety glasses at the beginning of each calendar year. Replacement cost thereafter shall be the responsibility of the Employee.

ARTICLE 26- SAFETY

1. The Commission and Union acknowledge their joint and separate roles and responsibilities under the Occupational Health & Safety Act. These include the identification of safety hazards, workplace inspections and the investigations of accidents by worker and management Certified Health and Safety Representatives (or alternate if the Certified member is unavailable). One member from each Committee must be certified as per regulation.
2. The Commission shall issue to each Employee covered by this Agreement, a copy of the Rule Book prepared especially for Hydro Employees by the Electrical Utility Safety Association. The Commission and the Union will cooperate to ensure that in all operations the rules and procedures therein set forth are adhered to.
3. First Aid Kits shall be supplied by the Commission and made easily available to all Employees.
4. Safety sessions shall be held once a month.

ARTICLE 27 - CLASSIFICATIONS AND WAGES

1. The attached Schedule "A" and Schedule "B" covering job classifications and wage rates shall be part of this Agreement.
2. All wages will be paid by 12:00 noon on each Thursday, except where a **Recognized** Holiday occurs during the week, in which case special arrangements will be made.
3. Position descriptions per Schedule "A" and Schedule "B" shall comply with Pay Equity definitions and be made available upon request. Employees may be required to perform other related duties as assigned.
4. The pay rates and classifications of Employees covered by this Agreement shall be those in Schedule "A" and Schedule "B" attached hereto and forming part of this Agreement for payroll purposes only, and is not to be interpreted as a guarantee that any particular job in any classification is a continuing requirement.

Employees shall normally advance from minimum to maximum salary in accordance with the time periods set out in Schedule "A" and "B".

5. In the event an Employee does not make satisfactory progress during a normal time period however, that time period shall be extended for a period up to three additional months during which period the Employee's progress shall be reviewed. If the Employee makes satisfactory progress during review, the advance withheld shall be granted at the end of the extended period and, in the event of continued satisfactory progress, the normal advance from minimum to maximum salary shall resume. The Employee whose normal advance is withheld shall be given a written explanation.

ARTICLE 28 - COMMITTEES

1. The Commission agrees to the setting up of a Safety Committee composed of Commission and Union Representatives, whose responsibility will be the drafting of working rules and regulations which will be revised from time to time if changes are necessary. These rules and regulations are to be strictly adhered to by both parties. The Commission shall supply to its Employees a copy of these regulations. Outside Safety Committee comprised of six (6) Union representatives, Inside Safety Committee comprised of four (4) Union representatives of which one (1) Certified Representative for each Committee.
2. The parties agree to the establishment of a Labour Management Committee comprised of four (4) members of the Union and four (4) representatives of the Commission. The Committee shall meet not more than every two (2) months to discuss items of mutual interest, except grievances, Such time in attendance shall be considered as time worked, exclusive of premiums,
3. The Commission agrees to recognize a Union Negotiating Committee consisting of a maximum of five (5) Regular Employees and/or the Union Business Manager or designates, and/or an International Representative. The members of the Union Negotiating Committee shall not suffer any loss of pay up to but not including Conciliation.

ARTICLE 29 - TEMPORARY TRANSFERS

1. An Employee temporarily transferred from one job classification to another for a period of eight (8) hours or more in the case of an hourly classification or seven (7) hours or more in the case of a weekly classification shall be paid the rate for the classification to which transfer has been made, but in no case shall the rate be less than his existing rate at the time of the temporary transfer.
2. Management agrees to post for a temporary vacancy if the job is to be vacant for two (2) months or longer. Senior qualified applicant will be awarded the job as per Article 8.3.



ARTICLE 30 - DISCIPLINE

1. Regular Employees must have a Union Steward present in the event of disciplinary action including verbal reprimands where these will become part of Employee's disciplinary record.
2. Discipline shall be issued to an Employee within twenty (20) working days of the incident coming to the attention of Management, or the time it ought reasonably to have come to Management's attention.
3. All letters of discipline shall be provided to the Unit Chairperson and copied to the area Business Representative.
4. The Union with the consent of the Employee shall have access to the Employee's personnel file providing twenty-four (24) hours notice is given.
5. All letters of reprimand or suspension including verbals that are documented shall be automatically removed from the Employee's personnel file whether paper or electronic thirty-six (36) months following the date of the incident provided no further incident of a similar nature involving suspension occurs within that time period. A copy of the removal letter shall be forwarded to the Unit Chairperson.
6. All members of Local 636, IBEW shall have access to their own personnel file. Permission to be arranged through their immediate Supervisor providing twenty-four (24) hours notice is given.

ARTICLE 31 - DURATION OF AGREEMENT

1. This Agreement shall take effect April 1, 1997, and remain in effect and full force until March 31, 2000.
2. During the discussions or negotiations upon any proposed renewal or revision of the 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 completion of negotiations as provided for in the Ontario Labour Relations Act.
3. Ten (10) signed, sealed Collective Agreements will be provided to the Union within thirty (30) days of ratification by both parties. A printed version will be distributed within forty-five (45) days to those covered by the Collective Agreement. Printed version of Collective Agreement in booklet form (50/50 split between Union and Commission)

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals
this 16th day of May , 1997.

**MISSISSAUGA HYDRO-ELECTRIC
COMMISSION**

**LOCAL UNION 636 OF
THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, AFL, CIO, C.F.L.**

Ron Starr
Chairman

Harold Vance
Business Representative

Karl Wahl
General Manager

Paul Sidhu
Unit Chairperson

Jo Ann Morello
Human Resources Manager

John Stewart
Negotiating Committee Member

Gunars Ceksters
Executive Director, Operations

Peter Spiniello
Negotiating Committee Member

Roland Herman
Executive Director, Administration

Barry Van Norman
Negotiating Committee Member

Ernie Vidovic
Negotiating Committee Member

SCHEDULE "A"
JOB CLASSIFICATIONS AND RATES OF PAY

The Hourly Rates for Journeyman and Learners apply to Lineman, Cableman, Substation Electrician, **Meterman** and System Control Operator Job Classifications:

	<u>Effective April 1/97</u>	<u>Effective April 1/98</u>	<u>Effective April 1/99</u>
Journeyman	24.95	25.39	25.83
Apprentice 4th Year	23.57	23.98	24.40
Apprentice 3rd Year	21.13	21.50	21.88
Apprentice 2nd Year	18.65	18.97	19.30
Apprentice 1st Year	16.18	16.46	16.75
Serviceman A	23.17	23.58	23.99
Serviceman B	22.49	22.88	23.28
Driver Operator	21.08	21.45	21.83
Backhoe Operator	20.86	21.23	21.60
Shop Maintenance Person	20.62	20.98	21.35
Storekeeper A	20.62	20.98	21.35
Storekeeper B	19.98	20.33	20.69
Storekeeper C	15.82	16.10	16.38
Meter Reader A	20.30	20.66	21.02
Meter Reader B	19.19	19.53	19.87
Meter Reader C	17.77	18.08	18.40
Equipment Operator	18.52	18.84	19.17
Substation Maintenance Person	17.97	18.28	18.60
Maintenance Caretaker	16.35	16.64	16.93
Labourer	16.17	16.45	16.74
Casual Labourer	14.73	14.99	15.25
Street Light Patrol	14.73	14.99	15.25
Caretaker	10.31	10.49	10.67
Vehicle Mechanic AF	24.95	25.39	25.83
Vehicle Mechanic A Licensed	23.57	23.98	24.40
Vehicle Mechanic B Licensed	20.31	20.67	21.03
Vehicle Maintenance Person	17.97	18.28	18.60
Cable Locator			
after 36 months from start	23.57	23.98	24.40
after 18 months from start	21.13	21.50	21.88
after 6 months from start	18.65	18.97	19.30
starting rate	16.18	16.46	16.75
Forester	23.57	23.98	24.40
Apprentice 3rd Year	21.13	21.50	21.88
Apprentice 2nd Year	18.65	18.97	19.30
Apprentice 1st Year	16.18	16.46	16.75
Student	15.30	15.57	15.84
	12.80	13.02	13.25
	10.31	10.49	10.67

LEADMAN RATES

A **Leadman** appointed by the Commission shall be paid seven and one-half (7 1/2) percent (%) more than his regular rate of pay. A **Leadman** rate shall apply only to Basic Hourly Rates, not to overtime rates and for a Regular **Leadman** the rate shall apply to Annual Vacation, **Recognized** Holidays, and Sick Leave:

SCHEDULE "B"
WEEKLY RATES OF PAY EFFECTIVE APRIL 1, 1997

Rev. 4/97

WAGE GROUP	CUSTOMER SERVICES	OPERATIONS	ADMINISTRATION	STEP ONE'	STEP TWO*	STEP THREE'	JUR
8	ENGR. TECHNICIAN 1 #74	ENGR. TECHNICIAN 1 #5, 7, 10, 27, 52, 55		\$820.53 (\$23.45)	\$861.56 (\$24.62)	\$902.61 (\$25.79)	\$943.65 (\$26.97)
7	ENGR. TECHNICIAN 2	ENGR. TECHNICIAN 2	GROUP LEADER-ACCOUNTING (FINANCE #49, CAPITAL #38)	\$755.44 (\$21.58)	\$793.17 (\$22.66)	\$830.94 (\$23.75)	\$868.72 (\$24.82)
6	GROUP LEADER - CUSTOMER SERVICE #67, 92	BUYER #14	SR. COMPUTER OPERATOR #13	\$688.63 (\$19.68)	\$723.02 (\$20.66)	\$757.48 (\$21.64)	\$791.93 (\$22.63)
		DESIGN DRAFTSPERSON #32	COST ANALYST #29	\$637.61 (\$18.22)	\$667.83 (\$19.08)	\$699.15 (\$19.98)	\$730.11 (\$20.86)
4	CUSTOMER SERV. REP. #3, #4, #57, #62 RESIDENTIAL ENERGY ADVISOR #26	DRAFTSPERSON #2, #54, #56 PROJECT CO-ORDINATOR #58 CO-ORD. PLANNED INTERUP. #72	SR. ACCOUNTING CLERK (COSTING #9, A/P #40) COMPUTER OPERATOR #12	\$571.91 (\$16.34)	\$598.98 (\$17.12)	\$626.11 (\$17.89)	\$654.27 (\$18.70)
3	INT. CUSTOMER CLERK WT.HT. #70	CONSTRUCTION CLERK #93 STAKEOUTS CO-ORDINATOR #94	INT. ACCOUNTING CLERK (CAPITAL REPORT #37, CAPITAL CONTROL #36, W.O. COSTING #31, BUDGET & ANALYSIS #8, INVENTORY CONTROL #63) TELEPHONE CO-ORDINATOR #75	\$522.69 (\$14.93)	\$547.28 (\$15.64)	\$571.91 (\$16.34)	\$596.56 (\$17.05)
2	SECRETARY #81 CUSTOMER CLERK (INSPECTION #65 NEW RES. #66) CLERK (BILLING #85 METER SERVICES #87) SWITCHBOARD/CLERK #6 CASHIER #41	STREETLIGHT CO-ORDINATOR #1 DISTRIBUTION CLERK #78 FLEET CLERK #89 MICROGRAPHICS CLERK #95	BILLING & ACCT. CLERK #83 ACCOUNTING CLERK (A/P #39, INVESTMENT #42 PAYROLL -TIME SHEET #43) PROCESSING CLERK MACHINE #17 OFFICE SERVICES CLERK #11	\$498.87 (\$14.26)	\$521.09 (\$14.89)	\$543.29 (\$15.52)	\$565.88 (\$16.17)

* STEP TWO - AFTER 6 MONTHS

* STEP THREE -AFTER 18 MONTHS

. STEP FOUR -AFTER 30 MONTHS

SCHEDULE "B"
WEEKLY RATES OF PAY EFFECTIVE APRIL 1, 1998

Rev. 4/97

WAGE GROUP	CUSTOMER SERVICES	OPERATIONS	ADMINISTRATION	STEP ONE	STEP Two'	STEP THREE'	STEP FOUR'
8	ENGR. TECHNICIAN 1 #74	ENGR. TECHNICIAN 1 #5, 7, 10, 27, 52, 55		\$834.89 (\$23.86)	\$876.64 (\$25.05)	\$918.41 (\$26.24)	\$960.16 (\$27.44)
7	ENGR. TECHNICIAN 2	ENGR. TECHNICIAN 2	GROUP LEADER - ACCOUNTING (FINANCE #49, CAPITAL #38)	\$768.66 (\$21.96)	\$807.05 (\$23.06)	\$845.48 (\$24.16)	\$883.92 (\$25.25)
6	GROUP LEADER - CUSTOMER SERVICE #67, 92	BUYER #14	SR. COMPUTER OPERATOR #13	\$700.68 (\$20.02)	\$735.67 (\$21.02)	\$770.74 (\$22.02)	\$805.79 (\$23.03)
5		DESIGN DRAFTSPERSON #32	COST ANALYST #29	\$648.77 (\$18.54)	\$679.52 (\$19.41)	\$711.39 (\$20.33)	\$742.89 (\$21.23)
4	CUSTOMER SERV. REP. #3, #4, #57, #62 RESIDENTIAL ENERGY ADVISOR #26	DRAFTSPERSON #2, #54, #56 PROJECT CO-ORDINATOR #58 CO-ORD. PLANNED INTERUP. #72	SR. ACCOUNTING CLERK (COSTING #9, A/P #40) COMPUTER OPERATOR #12	\$581.92 (\$16.63)	\$609.46 (\$17.42)	\$637.07 (\$18.20)	\$665.72 (\$19.02)
3	INT. CUSTOMER CLERK WT.HT. #70	CONSTRUCTION CLERK #93 STAKEOUTS CO-ORDINATOR #94	INT. ACCOUNTING CLERK (CAPITAL REPORT #37, CAPITAL CONTROL #36, W.O. COSTING #31, BUDGET & ANALYSIS #8, INVENTORY CONTROL #63) TELEPHONE CO-ORDINATOR #75	\$531.84 (\$15.20)	\$556.86 (\$15.91)	\$581.92 (\$16.63)	\$607.00 (\$17.35)
2	SECRETARY #81 CUSTOMER CLERK (INSPECTION #65 NEW RES. #66) CLERK (BILLING #85 METER SERVICES #87) SWITCHBOARD/CLERK #6 CASHIER #41	STREETLIGHT CO-ORDINATOR #1 DISTRIBUTION CLERK #78 FLEET CLERK #89 MICROGRAPHICS CLERK #95	BILLING & ACCT. CLERK #83 ACCOUNTING CLERK (A/P #39, INVESTMENT #42 PAYROLL - TIME SHEET #43) PROCESSING CLERK MACHINE #17 OFFICE SERVICES CLERK #11	\$507.60 (\$14.51)	\$530.21 (\$15.15)	\$552.80 (\$15.79)	\$575.78 (\$16.45)

. STEP TWO -AFTER 6 MONTHS

. STEP THREE -AFTER 18 MONTHS

. STEP FOUR -AFTER 30 MONTHS

SCHEDULE "B"
WEEKLY RATES OF PAY EFFECTIVE APRIL 1, 1999

Rev. 4/97

WAGE GROUP	CUSTOMER SERVICES	OPERATIONS	ADMINISTRATION	STEP ONE	STEP TWO*	STEP THREE*	STEP FOUR*
8	ENGR. TECHNICIAN 1 #74	ENGR. TECHNICIAN 1 #5, 7, 10, 27, 52, 55		\$849.50 (\$24.27)	\$891.98 \$25.49	\$934.48 (\$26.70)	\$976.97 (\$27.92)
7	ENGR. TECHNICIAN 2	ENGR. TECHNICIAN 2	GROUP LEADER -ACCOUNTING (FINANCE #49, CAPITAL #38)	\$782.11 (\$22.34)	\$821.17 (\$23.46)	\$860.28 (\$24.58)	\$899.39 (\$25.70)
6	GROUP LEADER - CUSTOMER SERVICE #67, 92	BUYER #14	SR. COMPUTER OPERATOR #13	\$712.94 (\$20.37)	\$748.55 (\$21.39)	\$784.22 (\$22.40)	\$819.89 (\$23.43)
5		DESIGN DRAFTSPERSON #32	COST ANALYST #29	\$660.12 (\$18.86)	\$691.41 (\$19.75)	\$723.83 (\$20.69)	\$755.89 (\$21.60)
4	CUSTOMER SERV. REP. #3, #4, #57, #62 RESIDENTIAL ENERGY ADVISOR #26	DRAFTSPERSON #2, #54, #56 PROJECT CO-ORDINATOR #58 CO-ORD. PLANNED INTERUP. #72	SR. ACCOUNTING CLERK (COSTING #9, A/P #40) COMPUTER OPERATOR #12	\$592.10 (\$16.92)	\$620.13 (\$17.72)	\$648.22 (\$18.52)	\$677.37 (\$19.36)
3	INT. CUSTOMER CLERK WT.HT. #70	CONSTRUCTION CLERK #93 STAKEOUTS CO-ORDINATOR #94	INT. ACCOUNTING CLERK (CAPITAL REPORT #37, CAPITAL CONTROL #36, W.O. COSTING #31, BUDGET&ANALYSIS #8, INVENTORY CONTROL #63) TELEPHONE CO-ORDINATOR #75	\$541.14 (\$15.46)	\$566.60 (\$16.19)	\$592.10 (\$16.92)	\$617.62 (\$17.65)
2	SECRETARY #81 CUSTOMER CLERK (INSPECTION #65 NEW RES. #66) CLERK (BILLING #85 METER SERVICES #87) SWITCHBOARD/CLERK #6 CASHIER #41	STREETLIGHT CO-ORDINATOR #1 DISTRIBUTION CLERK #78 FLEET CLERK #89 MICROGRAPHICS CLERK #95	BILLING & ACCT. CLERK #83 ACCOUNTING CLERK (A/P #39, INVESTMENT #42 PAYROLL - TIME SHEET #43) PROCESSING CLERK MACHINE #17 OFFICE SERVICES CLERK #11	\$516.48 (\$14.76)	\$539.49 (\$15.42)	\$562.47 (\$16.07)	\$585.86 (\$16.74)

* STEP TWO -AFTER 6 MONTHS

* STEP THREE -AFTER 18 MONTHS

* STEP FOUR - AFTER 30 MONTHS

COLA

COLA clause based on Metro CPI (April 1999) 1% for 1%. COLA triggering at or above 2.75% paid in the month following month of trigger, operating on a quarterly basis.

LETTER OF UNDERSTANDING

CONTROL ROOM

1. a) The hours of work shall be:

12 Hour Shift Monday to Sunday
 D 0700 - 1900
 N 1900 - 0700

- b) Schedules will normally run from January 1 to December 31.
- c) Any changes in the schedule will be posted at least fifteen (15) days before the new schedule goes into effect. In this situation, approved vacation will be upheld providing that such arrangements do not interfere with the continued operation of the Control Room.

2. Twelve (12) Hour Shifts shall be as follows:

- a) Nine week, Nine operator rotation

	S	S	M	T	W	T	F
WEEK 1	-	-	D	D	D	-	-
2	N	N	-	-	-	D	D
3	-	-	N	N	N	-	-
4	D	D	D	-	-	N	N
5	-	-	D	D	-	-	-
6	-	-	-	-	D	D	D
7	-	-	-	N	N	-	-
8	-	-	D	D	-	-	D
9	D	D	-	-	D	D	-

- b) Shifts Worked

Total hours per year	2,080	Credit for missed breaks Credit for 15 minute shift change
Less Statutory Holidays	96	
• Break Credit	12	
• Shift Change	40	
Actual Hours Worked	1,932	
#of 12 hour shifts: $1932/12 = 161$ shifts		

- c) Lunch and coffee breaks will be taken as time permits during the shift.
- d) Operator meetings will be held as required not to exceed every three (3) months to discuss safety and operating concerns pertaining to the Control Room. All Operators will be required to attend and personnel on days off will be paid at the appropriate rate of overtime.

LETTER OF UNDERSTANDING

TROUBLE SHIFTS

1. a) The hours of work shall be:

D ₁	0600 - 1800
D ₂	0700 - 1900
d ₁	0600 - 1400
N	1830 - 0630

 - b) Schedule will normally run from January 1 to December 31.
 - c) Any changes in the schedule will be posted at least fifteen (15) days before the new schedule goes into effect. In this situation, approved vacation will be upheld providing that such arrangements do not interfere with the continued operation of the Service Department.

2. a) The shift arrangement shall consist primarily of a twelve (12) hour rotating shift schedule with one eight (8) hour shift, if necessary to balance each shift cycle.
 - b) Shift coverage will be 24 hours on weekdays and 12 hours daytime coverage on Saturdays and Sundays.
 - c) For purposes of this Letter, the night shift shall start at 1830 hour the evening previous to the scheduled shift date.

3. a) Rates of pay shall be as established as for the Journeyman Lineman Classification, Schedule A.
 - b) A 10% premium will apply for weekend hours worked.
 - c) Week night hourly shift premium will be \$0.70 year 1, \$0.72 year 2, \$0.74 year 3.
 - d) A \$50.00 weekly meal allowance will apply weekly except on occasions of illness or on vacation days.

4. All vacant positions will be posted.

5. The shift arrangement will be as follows:
 - a) Five Week, Five Crew rotation

		S	S	M	T	W	T	F
WEEK	1	D ₁	D ₁	--	--	d ₁	D ₁	D ₁
	2	--	--	N	N	N	--	--
	3	--	--	D ₁	D ₁	--	D ₂	D ₂
	4	--	--	--	--	--	N	N
	5	--	--	D ₂	D ₂	D ₂	--	--

Note: D₁ - One crew Saturday/Sunday 12 hours each day
 N - Starts at 1830 on previous evening

b) Shifts Worked:

Total Hours Per year	2,080
Less Statutory Holidays	96
Break Credit	<u>6</u>

Actual Hours Worked 1978

Number of 12 Hours Shifts $1978/12 = 164.8$ Shifts

- c) Lunch and coffee breaks will be taken as time permits during the shifts.
- d) Statutory Holidays may be covered by one crew per shift.
6. Trouble Crews shall not participate in distribution on-call arrangements.
7. a) The arrangement may be cancelled by either party with **35** days notice.
- b) In the event of discontinuance of this arrangement, trouble shifts shall revert to schedules in Article **12.2** of the Collective Agreement.
8. Management and the Union shall mutually agree to establish a working schedule and/or working conditions different from the shift arrangement described in this letter of understanding.
9. Coverage for illness up to three days to be provided for trouble crews from an on-call list comprised of trouble crew personnel.
10. Coverage for illness more than three days, daytime only Monday to Friday, to be made from **re-assignment** of crew personnel within the **organization**, with overtime rate to apply for the four (4) hour extended shift.
11. Coverage for vacation Monday to Friday daytime only to be made from **re-assignment** of crew personnel within the **organization**, with overtime rate to apply for the four (4) hour extended shift.
12. Paragraphs 10, 11 are predicated on a 5 x 8's Schedule and will be amended to provide two (2) hours of overtime in the event the schedule changes to 4 x 10's for the remaining crews.

LETTER OF UNDERSTANDING

4 X 10 HOURS SHIFT ARRANGEMENT (SCHEDULE "A")

All department excluding Trouble Truck, System Control, Fleet, Facilities and Servicemen covered under Schedule "A" will have the option, on a voluntary basis, to elect to work 4 - 10 hour arrangement under the following terms and conditions:

1. Work Week (Monday to Friday only)

Week 1	Monday to Thursday	4 consecutive days off
Week 2	Tuesday to Friday	2 consecutive days off
Week 3	Monday to Thursday	4 consecutive days off
Week 4	Tuesday to Friday	2 consecutive days off

or

Week 1	Monday to Thursday
Week 2	Monday to Thursday

or

Week 1	Tuesday to Friday
Week 2	Tuesday to Friday

Above patterns to be determined by inter-departmental work requirements to maintain work coverage essential to the Company. For example overlapping arrangement between overhead construction and overhead maintenance units.

In some departments there may be both the standard work week and 4 - 10 arrangement existing. However, Management reserves the right to assign job placement and crew composition in order to accommodate the mixed scheduling arrangements.

In the event that an Employee requests to revert to a 5 day work week, Management will assign job placement with two (2) weeks. The Employee may exercise this right once per the five (5) month period.

2. Work Day 6:45 a.m. to 5:15 p.m. (10.5 hour day)

- Shop to Shop
- 2 coffee breaks per day
- Lunch on the job site (30 minutes unpaid lunch)

3. Statutory Holidays shall be paid for as a regular day and will be ten (10) hours pay.

4. Sick leave will be deducted as 10 hours for one day missed.

5. Vacation time will be deducted as 10 hours per vacation day taken.

6. Overtime will be applicable for hours worked outside of ten and one half (10.5) hour work day.
7. The A & B team will continue as normal. Standby commences at 5:15 p.m. on weekdays.
B Team on call Thursday 5:10 p.m. to Monday 6:45 a.m.
8. Crews working the 4 x 10's will NOT take away any calls from the A or B team.
9. Contractors will not perform ANY work on a job being done by Hydro Mississauga personnel on scheduled day off.
10. The period will run from the first Monday in May and end on the last Friday in September reverting to hours as currently established in the Collective Agreement.
11. Employees who do not work the 4 x 10 work day shall follow the hours as per the Collective Agreement.
12. This agreement shall be for the term of the Collective Agreement. Any amendment to it shall be by mutual agreement. Either party may bring this agreement to an end, effective October 1, 1998 upon providing thirty (30) days notice in writing.

LETTER OF UNDERSTANDING

**ACTING SUPERVISOR
SCHEDULE "A"**

The parties agree to compensate Schedule "A" Employees serving in the capacity of Acting Supervisor at the rate of 13% (per hour) or \$100 per week, whichever is the greater over and above the incumbent's hourly base rate effective April 1, 1997.

**ACTING SUPERVISOR
SCHEDULE "B"**

The parties agree to compensate Schedule "B", Weekly-Salaried Employees serving in the capacity of Acting Supervisor at the rate of 10% calculated on an hourly rate basis effective April 1, 1997.

LETTER OF UNDERSTANDING

DESIGN DRAFTSPERSON JOB CLASSIFICATION

The parties agree that in the event that Ron Scott, Design Draftsperson posts into a different classification, terminates employment or retires, the job will be filled in accordance with job evaluation results. In the meantime the employee's job level will be maintained at Wage Group 6 and the incumbent will receive any across the board negotiated increases to wage rates.

JOINT JOB EVALUATION COMMITTEE

The parties agree to the establishment of a Joint Job Evaluation Committee comprised of two (2) members of the Union and two (2) Commission representatives. The Committee shall meet on an annual basis, normally in June of each year.

Where the Committee agrees that a significant change in job duties has occurred, the parties will attempt to agree upon a new rate. Failing agreement, the matter may be referred to Arbitration.