

# Collective Agreement

Between

Toronto Hydro

and

Canadian Public Employees  
Local ■

( representing outside Employees)

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OUTSIDE EMPLOYEES' AGREEMENT

Between

TORONTOHYDRO

(hereinafter called the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 1

(hereinafter called the "Union")

## ARTICLE 1

### **PURPOSE**

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the Outside employees and to provide amicable methods of settling differences. This relationship will ensure effective and efficient operations to meet the needs of our customers and our community.
- 1.02 It is the intent and purpose of the parties to set forth here the agreement between the Employer and the Union concerning rates of pay, hours of work and all other conditions of employment.
- 1.03 The Employer is responsible for the safety, comfort and general welfare of the community in respect to the service of electrical energy and the employees are prepared to assist at all hours of the day or night in the provision of such service except when employee is on sick leave, vacation, WSIB, or any other approved leave.

## ARTICLE 2

### **UNION RECOGNITION**

- 2.01
- (a) The Employer recognizes the Union as the exclusive bargaining agent for its employees in the classifications listed in Schedule O of this Agreement.
- (b) For greater certainty, but without expanding Schedule O, the Union's bargaining unit excludes: Supervisors; Leaders; persons above the rank of Supervisors, and Leaders; Human Resource staff; Legal Services staff; Public Relations Staff; Payroll staff; Engineers; Administrators; Information Technology staff; Administrative Assistants; Analysts; Sales staff; Marketing staff; Retail staff; Coordinators; Consultants.

ARTICLE 3  
**NO DISCRIMINATION**

3.01

- (a) The Employer, with respect to employment or any term or condition of employment, discipline or discharge, agrees that it will not discriminate against a person as provided under the Human Rights Code (Ontario), or by reason of membership or activity in the Union.
  
- (b) All rights and benefits conferred under this Collective Agreement to employees on the basis of a spousal relationship, shall be equally conferred when the employee's partner is of the same sex.

ARTICLE 4  
**MANAGEMENT RIGHTS**

4.01 The Union recognizes that the management of the Employer and the direction of the work force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency:
  
- (b) hire discharge, direct, classify, transfer, set qualifications, promote, demote and suspend or otherwise discipline any employee provided that a claim that a non-probationary employee has been discharged or disciplined without reasonable cause;



- (c) generally to manage the operation and undertakings of the Employer and take such measures as the Employer may determine for the order and/or economical operation of the Employer's business and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery which the Employer in its discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Employer.

The Union further recognizes the right of the Employer to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.

Management shall exercise its rights in a fair and reasonable manner that is consistent with the terms of this Agreement.

#### ARTICLE 5 **STRIKES & LOCKOUTS**

- 5.01 The Union agrees it will not counsel or authorize any strike during the lifetime of this Agreement and the Employer agrees that there will be no lockout of Employees during the term of the agreement.
- 5.02 The terms "strike" and "lockout" as used above will be defined in accordance with the definitions set out in the Labour Relations Act of the Province of Ontario.
- 5.03 Outside employees are not required to cross picket lines except to perform duties relative to the Employer's operation and the maintenance of service to equipment within the Employer's jurisdiction and under no circumstances will an employee be required to force a crossing of a picket line.

ARTICLE 6  
**UNION SECURITY & CHECK-OFF**

6.01 Outside employees and students, as defined in 6.02, as a condition of employment, become members of the Union on hiring and retain membership for the duration of recognition by the Employer of the Union as sole bargaining agent for Outside employees.

6.02 Students may be employed either for the summer vacation period extending from April 15" to September 15" each year, or on work terms of a co-operative training program with a university or college. The only provisions of the Agreement applicable to students are:

- (1) Union Representation
- (2) Grievance Procedure
- (3) Recognized Public Holidays
- (4) Bereavement

Students required to wear safety footwear, shall be allowed up to 50% of the safety footwear allowance in Article 18.03 per contract year to obtain and maintain safety footwear. Footwear shall be approved by immediate Supervisor.

6.03 The Employer hereby agrees that for all the employees of the Outside Bargaining Unit, they will deduct their Union dues or the equivalent thereof in accordance with the constitution of the Local Union and will remit such sums of monies to the Treasurer of the Local every pay day, along with a duplicate check-off list showing the names from whom the deductions are made.

6.04 The Employer will supply the Union with a list of current Outside Bargaining Unit employees' names and addresses and telephone numbers (unless an employee advises otherwise) on a computer disk using compatible software annually.

6.05 The Employer shall supply to each employee receipts on the income tax T4 slips in the amount of the Union dues paid by each Union member in the previous year.

6.06

(a) All Outside Bargaining Unit employees shall be paid bi-weekly by direct deposit according to earnings. The rate of pay to which each employee covered by the terms of this Agreement shall be entitled is in accordance with her/his classification and the wage rate set out in Schedule O. On each pay day, each employee shall be provided with an itemized statement of wages and deductions.

(b) Employees shall upon giving at least fifteen (15) working days notice, receive on the last day preceding commencement of their annual vacation, pay which would normally be paid during the period of their vacation.

#### ARTICLE 7 STEWARDS

7.01 In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or otherwise elect twenty-five (25) stewards whose duties shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure. The Union shall notify the Employer in writing of the name of each steward.

7.02 If proper discharge of grievance responsibility requires the absence from work of a union steward, in order that the work of the Employer shall not be unreasonably interrupted, no steward shall leave her/his work without obtaining the permission of her/his immediate supervisor. Such permission shall not be unreasonably withheld and such authorized absence shall be paid by the Employer.

- 7.03 When the Employer arranges a meeting with an employee and such meeting may result in disciplinary action, said employee may request representation by the Union Steward. The Employer will contact the Union Office who will arrange for a Union Steward. The Union Steward assigned shall be from the same location as the employee being interviewed and if no Union Steward is available, then from other locations. No employee shall be disciplined or discharged without just cause. A copy of any disciplinary letter will be sent to the Union, unless the employee disagrees with such notification.

## ARTICLE 8

### **GRIEVANCE PROCEDURE & ARBITRATION**

- 8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. If an employee has a complaint related to an alleged violation of the Collective Agreement s/he may at her/his option discuss it with her/his immediate supervisor within three (3) days after the circumstances giving rise to the complaint (grieved action) have occurred or have or ought to have reasonably come to the attention of the employee. The Supervisor shall give a response to the complaint within three (3) days. These discussions will not establish precedent. Failing settlement, or failing a response to the complaint, it may be taken up as a grievance in the following manner and sequence:
- 8.02 Procedure: Any employee or group of employees, for whom the Union is the bargaining agent, may refer grievances to the Union Steward. Grievances must be filed within fifteen (15) working days of grieved act or except where both parties agree to an extension of time. There is no grievance until an employee has reported her/his complaint to the Supervisor.

- 8.03 The grievance form shall contain a statement giving **particulars of the** grieved action, a statement **as** to the remedy sought and the provisions of the Agreement alleged to have been breached, provided that this does not preclude the grievor or Employer from relying upon other provisions of the Agreement.
- 8.04 Step 1. Grievance form is completed in duplicate and signed by the employee and Union Steward, presented to the Supervisor by the Union Steward and employee(s) (at their option). Both copies are to be returned by the Supervisor with her/his signed comments to the Union Steward within three (3) working days.
- 8.05 Once a grievance has been filed no Supervisor or Employer Official shall discuss said grievance with the grieved employee except in the presence of a Steward or Union Official.
- 8.06 Step 2. **If** satisfaction is not obtained in Step 1, the Union Steward, within five (5) working days, may refer the grievance to the Department Manager or designate, who will meet and discuss the grievance with the Union Steward, employee(s) (at their option) and the Human Resources Consultant then render a decision in writing on the prescribed forms within five (5) working days of receiving the grievance from the Union Steward.
- 8.07 Step 3. If satisfaction is not obtained in Step 2, the Union may within ten (10) working days, refer the grievance to the Vice President of Human Resources or designate who shall meet with the Vice President of the Union or designate, employee(s) (at their option) and a Human Resources Consultant to review the grievance and shall render a decision in writing within ten (10) working days.

- 8.08 The Union or Employer shall have the right to initiate at Step 3, grievances arising out of the interpretation, administration or alleged violation of any provision of this Agreement which is a policy matter that affects the Union or Employer in any way.
- 8.09 Should the Union or Employer fail to receive a decision within the time limit set out in the grievance procedure, the grievance shall automatically proceed to the next step.
- 8.10 The Union shall provide the Employer's Human Resources Department with a letter confirming resolution of the grievance within ten (10) working days.
- 8.11 The time limits fixed in Grievance Adjustment may be extended by consent of the parties of this Agreement.
- 8.12 Time absent from work for grievance representation is paid by the Employer.

Arbitration

- 8.13 If satisfaction is not obtained in Step 3, either party may within fifteen (15) working days refer the grievance to arbitration in accordance with the arbitration provisions of this Agreement. Notice in writing will be provided by the party making application for arbitration within the prescribed time limit.
- 8.14 Any difference of opinion, not otherwise resolved, relative to the interpretation, application or administration of this Agreement, may be referred to the Ontario Ministry of Labour with request for appointment of an Arbitrator, whose decision is final and binding on both parties for the remainder of the term of this Agreement. The Arbitrator dealing with a grievance concerning discipline or discharge may amend or modify any penalty.

ARTICLE 9  
**SENIORITY**

- 9.01 Seniority for permanent promotion is changed by failure of employee to accept temporary promotion in her/his Progression Series for reason other than sickness or accident of the employee; employee who declines temporary promotion becomes junior to employees accepting temporary promotion. Later decision to accept temporary promotion does not alter employee's changed seniority placement.
- 9.02 An employee shall not lose her/his rightful Employment Seniority standing if s/he is absent from work because of sickness, accident, or leave of absence approved by the Employer. If an employee transfers in the Employer's service outside the bargaining unit, s/he shall retain her/his rightful Seniority standing in the position from which s/he was transferred and shall continue to accumulate seniority in the position to which s/he was transferred. An employee returning to the bargaining unit shall be subject to the agreement of the Union.
- 9.03 A classification seniority list and an Employment Seniority list shall be posted by the Employer on notice boards by May 1. Copies to be sent to the Union.
- 9.04 Seniority shall be defined as the length of service with the Employer.
- 9.05 Any employee disagreeing with her/his standing may refer it to the Grievance Procedure.
- 9.06** When an employee is granted a leave of absence without pay of over twenty (20) working days for other than Union business, time absent shall be deducted from her/his Employment and classification seniority standing, unless otherwise determined subsequent to consultation at the Labour/Management Committee. **Notice will be provided to the Union prior to any leave granted.**

ARTICLE 10  
**JOB POSTING & VACANCY**

10.01

- (a) Job Vacancies are determined in the discretion of the Employer by the availability of work and, where no relative experience is required are advertised. When such a vacancy exists it will be posted within seven (7) working days. The Employer agrees to post notice of such vacancy for a period of ten (10) working days. The posting shall state the location, department and section where the vacancy exists. A copy of the posting will be sent to the Union. On request, the Human Resources Department explains to an applicant the reason s/he was not selected.
- (b) If the above position(s) cannot be filled by an Outside Bargaining Unit employee(s) the Inside Bargaining Unit employee(s) will be considered.
- (c) The name of the successful employee will be posted within thirty (30) days of the selection.
- (d) The requirement to post notice of such vacancy is waived when an employee is placed in a vacancy under the Job Security Article and/or Technological Change Article, Accommodation Article and the Long Term Disability Article. Employees placed under the Long Term Disability Article will not be placed in posted vacancies.

Relative Experience

- 10.02 Relative Experience is experience adequate enough to enable the employee to perform the duties required.

Promotion

- 10.03 Promotion to the classification where no relative experience is required is by Employment Seniority.



- 10.04 Promotion to Certified Crew Leader is on the basis of **seniority in the classifications as laid out in Schedule O**, when qualifications are equal. Determination of qualifications is at the sole discretion of the Employer. If the Union is not satisfied with the promotion it may be placed on the agenda of the Labour/Management Committee for discussion. Grievance Procedure does not apply to this Article.
- 10.05 Promotion to all other classifications is by seniority in classification, relative experience, opportunity, result of work test and appraisal rating by Performance Appraisal of “Good” or higher. Employment seniority applies when classification seniority is equal.

Classification Conditions

- 10.06 Employee accepted for promotion in scheduled progression transfers at the rate s/he is receiving in her/his present job or the minimum of the new classification whichever is the greater.
- 10.07 New employee hired to a classification in which s/he has had previous experience is allowed the rate commensurate with her/his competency as demonstrated in a trial period of thirty (30) days. The rate is not higher than is allowed by Employer progression for comparable competency and there is also considered that time is required to acquire familiarity with the Employer’s plant and methods.
- 10.08 Employees of the Employer, unless covered by this Agreement, shall not perform any work done by employees covered under this Agreement except under extreme emergency.

10.09

- (a) Where a new job is established, or where existing job duties are changed such that an employee is incorrectly classified, the appropriate classification, wage rates, wage ranges and progressions shall be negotiated and the applicable conditions of this agreement shall apply. If no agreement is reached on the wage rate and/or progression the matter may be submitted to arbitration. If a wage increase results, the same shall be retroactive to the date that the job duties were changed, or the new job created.
  
- (b) The process to determine the transfer rate is as follows:
  - 1. If the employee's current rate is below minimum rate of the new classification, she shall receive the minimum rate of the new classification; new anniversary date.
  
  - 2. If the employee's current rate is within or greater than the new classification, the transfer rate will be determined as follows:
    - (a) If the employee's new classification does not require similar knowledge, training, experience and qualifications as her/his current classification, as determined by the Job Description and job posting competencies, she shall receive the minimum rate of the new classification; new anniversary date.
  
    - (b) If the employee's current classification has similar knowledge, training, experience and qualifications as the new classification, as determined by the Job Description and job posting competencies, the parties will mutually agree on the employee's transfer rate. The transfer rate is effective on date of transfer; new anniversary date.

- (c) **Notwithstanding the above, no employee may receive the maximum rate of a position until s/he has been performing satisfactorily in the position for six (6) months.**

Probation

10.10

- (a) Status of an employee is probationary in a new classification for a period of five (5) months' work in that new classification. Any time after thirty (30) days of entry, until the employee completes her/his probationary period, it may be determined by the employee's Performance Appraisal that the employee is unsatisfactory in the new classification and is to be reverted to immediate previous classification and rate without loss of seniority.
- (b) Such employee who successfully bids for a posted bargaining unit position, shall be given an opportunity to revert to her/his former position and conditions if s/he so requests within six (6) weeks, from date of assumption of new duties with the exception of shift workers who will have twelve (12) weeks.

10.11 Probationary period for a new employee is six (6) months' work.

10.12 Employee participation in the pension plan will commence on date of hire.

10.13 In the event the returning employee, referred to in Article 10.10 (b), causes displacement of other employees, such displacement would necessitate the return of such employees to their former positions.

10.14 New employees in their probationary period shall be permitted to transfer to one other job classification during the probationary period. Additional transfers may be permitted subject to consultation by the Labour/Management Committee.

- 10.15 Should there be no eligible applicants for a permanent transfer, Article 10.14 will not apply.

Demotion

- 10.16 An employee demoted shall revert to her/his immediate previous classification and be ineligible for two (2) years for vacancies or relief in the position from which they were demoted and from any position with a maximum pay rate equal to or greater than the position from which they were demoted.

She/he retains the right to apply for any other vacancy.

An employee demoted or reverted to a former grade retains seniority in the lower grade.

In the event the demoted employee causes displacement of other employees, the Employer will not be required to provide notice to the displaced employees. The displaced employee(s) will maintain her/his present wages for a period of twelve (12) months.

- 10.17 When a licence is required to discharge a responsibility of a classification and when the licence of an employee in such classification is suspended for not more than twelve (12) months the employee shall be demoted to whatever immediate previous classification does not require such qualification. When the employee regains the licence s/he shall be allowed to return to her/his former classification. Classification seniority, on return from demotion, shall not include the time absent from the classification.

### Job Descriptions

- 10.18 All Wage Classifications listed in Schedule O shall have job descriptions, summarizing the present duties and responsibilities pertaining to the jobs covered in this Agreement. The job descriptions shall be contained in a separate book forming part of this Agreement. New job descriptions or changes to existing descriptions shall be discussed through the Job Description Consultation Committee composed of three (3) members each of Union and Employer representatives. Any new job descriptions or changes to existing job descriptions which are in dispute may be made by the Employer in accordance with the Management Rights Article of this Agreement.
- 10.19 All job descriptions that are not agreed upon may be subject to the Grievance Procedure in accordance with the Collective Agreement.
- 10.20 The cost of the Committee shall be at the Employer's expense and any preparation time will be agreed upon by the Co-chairs.

### ARTICLE 11 **LAYOFF & RECALL**

- 11.01 Layoff Is unemployment due to work shortage. Service with the Employer is the basis upon which seniority is established in the event of layoff or recall – insofar as there is not interference with the Employer's operation and employees are given ninety (90) days' notice.

- 11.02 Recall: Entitlement is limited to twenty-four (24) months from date of layoff and is voided by:
- (a) Refusal of vacancy.
  - (b) Failure to report intention to return within fourteen (14) days of registered mailing of recall.
  - (c) Failure of availability for work within thirty (30) calendar days of registered mailing of recall.
- 11.03 Certificated illness can be accepted as reason for excuse from requirements in Articles (b) and (c) or other reasons which will be considered justifiable.
- 11.04 It shall be employee's responsibility to keep the Employer notified of present address.
- 11.05 Employee recalled shall be entitled to all privileges and conditions which s/he enjoyed at the time of layoff or as amended under the Agreement.
- 11.06 No new employee(s) shall be hired until all laid off employees have been given the opportunity to return to work to fill vacancies for which they are qualified.

Severance Pay

- 11.07 Severance Pay will be paid to employees who have had more than three (3) years of employment and are laid off due to shortage of work. For each week of continuous layoff, up to a maximum number of weeks equal to the number of years of service, the employee will receive one week's straight-time pay.

ARTICLE 12  
**TEMPORARY TRANSFER**

Relief

12.01 When relief is required, it will be offered to the senior qualified employee available in the Department, **at the** Location.

Relief rates shall be paid as per Article 12.03 and 12.04.

12.02 Days accumulated in relief do not supersede classification seniority for promotion. Special leaves in excess of sixty (60) working days are not covered by the above except the parties of this Agreement jointly arrange for its application. When the Employer determines that relief is required, it shall be arranged as follows:

12.03

(a) Supervisor - by the senior qualified employee in the progression series relative to the position. A six percent (6%) increase is paid for time worked.

(b) Street Lighting Supervisor - **by the senior qualified Street Lighting employee relative to the position.** A six percent (**6%**) increase is paid for time worked.

12.04 Certified Crew Leader - by the senior qualified Outside employee in their progression series. Relief rate is paid for time worked.

12.05 Charge Hand - by the senior Outside employee in the progression series.

12.06 Shift Employee - by non-shift employee is a shift employee from time of call-out and accepts shift hours and working conditions and remains on shift until s/he completes a forty (40) hour week, completes the shift week or is released by the return of the Shift Employee; whichever comes first. Relief required on other than prearranged absence is supplied for day shift by non-shift employee and for evening or night shift by shift employee.

12.07 For the purpose of this Article short term relief shall be defined **as ten (10) days or less absence.**

(a) Relief for short term or unscheduled absences by Certified Crew Leader, Line shall be by the senior Certified Power Line Person **in the Department** at the Location. To be eligible for relief the Certified Power Line Person shall have completed two thousand and eighty-eight (2088) hours in relief as System Response Representative and shall have completed Certified Crew Leader Training.

Long term relief shall be **offered to** the senior System Response Representatives in progression sequence at the Location. **If the senior System Response Representatives in the progression sequence at the Location declines, relief will be filled as if it were short term.**

The System Response Representative/Relief System Response Representative relieving as Certified Crew Leader, Line, if no longer required as a Certified Crew Leader, Line before the end of her/his shift, shall return to their regular duties for the remainder of the shift and be paid at their regular rate for the hours remaining until the end of her/his shift.



- (b) Relief for short term or unscheduled absence by Certified Crew Leader, Stations shall be by the senior Certified Substation Electrician. To be eligible for relief the Certified Substation Electrician shall have completed two thousand and eighty-eight (2088) hours in relief as Station Response Representative and shall have completed Certified Crew Leader Training.

Long term relief shall be **offered to** the senior Station Response Representatives, in progression sequence. **If the senior Station Response Representatives in the progression sequence declines, relief it will be filled as if it were short term.**

The Station Response Representative relieving as a Certified Crew Leader, Stations, if no longer required as a Certified Crew Leader, Stations, before the end of her/his shift shall return to their regular duties for the remainder of the shift and be paid at their regular rate for the hours remaining until the end of her/his shift.

- 12.08 When a shift employee is required to relieve the following week in a higher classification, s/he shall complete her/his forty (40) hours in the current week according to that weeks schedule, and, if s/he had been scheduled on shift on the Sunday of that following week s/he shall work that shift to have her/his scheduled off-day on Friday.
- 12.09 The Employer shall not assign relief to a shift employee during her/his scheduled days off except in an emergency.
- 12.10 Two Relief Systems Response Representatives are not permitted to work together unless one has accumulated two thousand and eighty-eight (2088) hours in relief.
- 12.11 Once it is arranged to relieve a shift employee who has reported necessity for absence due to illness or other cause, the arranged relief employee takes the shift and the relieved employee remains absent.

- 12.12 A regular shift employee who has been notified in advance of requirement to relieve in a higher classification shall not be called upon to work a Public Holiday in her/his regular work week on shift, except in cases of emergency.

This Article does not apply to employees working twelve (12) hour shifts, seven (7) day rotating schedule.

- 12.13 A shift employee who works three days or more in her/his own classification in her/his regular work week shall be entitled to a lieu day for an off-day coincident with a Public Holiday. A non-shift employee relieving a shift employee three days or more in her/his regular work week shall receive a lieu day for an off-day coincident with a Public Holiday.

This Article does not apply to shift employees working twelve (12) hour shifts, seven (7) day rotating schedule.

- 12.14 Any shift employee working on a shift schedule shall not be available for relief in a higher classification on her/his regular off-days except in an emergency.

- 12.15 Relief employee, who has completed two thousand and eighty-eight (**2088**) hours in relief and is employed in relief on her/his scheduled working day before occurrence of Vacation, Sickness or Public Holiday, is allowed relief rate for such time paid but not worked.

- 12.16 Employee is required to notify her/his Department as its rules may require IN ADVANCE of expected return from any absence.

- 12.17 Employee relieving or performing work in a classification other than her/his own shall be paid the next highest rate above their current rate in the relieved classification or the minimum rate of the higher classification, whichever is greater, for the time worked.

Time spent by relief employees required to attend meetings, training, or other employer-related business including inclement weather shall be considered time worked. When such meetings, training or other employer-related business is scheduled on a full day basis, employees must relieve the day before and the day after to qualify for the relief rate.

If it is anticipated that a relief assignment will not exceed four (4) consecutive hours then the selection of the employee from the progression series to provide such relief can be made at the discretion of the Employer.

Temporary Transfer Outside the Bargaining Unit

- 12.18 An employee transferred to a position outside of the bargaining unit shall receive a six percent (6%) increase for the time worked in the position.

12.19 Work Assignment

Human Resources will notify the Union, in writing, of all Work Assignments prior to commencement. Where an extension of the Work Assignment is required, Human Resources will provide advance notice of the extension to the Union. Human Resources will provide communication on the application of the Work Assignment process to management staff. First consideration will be given to the senior qualified employee(s).

- 12.20 The Employer agrees to consult with Union at the Labour/Management Committee prior to assigning an employee, with the employee's consent, to work on a special assignment as directed by the Employer for periods not to exceed three (3) months each period. Such employees shall continue to receive their present rate of pay or the minimum of the new classification, whichever is greater, plus any additional or general increase, retention of their seniority and accumulation of seniority.
- 12.21 The Employer agrees to consult with the Union at the Labour/Management Committee prior to transferring an employee, with the employee's consent, to another classification for periods not to exceed three (3) months each period, for the purpose of utilizing her/his applicable abilities. The transferred employee will continue to receive her/his present rate of pay or the minimum of the new classification, whichever is greater, plus any additional or general increase, and retention of their seniority rights and accumulation of seniority.

#### ARTICLE 13

#### **LEAVE OF ABSENCE FOR UNION BUSINESS**

- 13.01 Leave of absence shall be granted to Union officials for Union business when requested, providing such leave does not interfere with Employer operation. The decision as to whether the Employer's operation is disrupted is at the Employer's sole discretion. The Union is required to provide the Employer with three (3) working days' notice on request for leave of absences under this Article. Under unusual circumstances, a shorter notice period will be considered. Approval for such request will not be unreasonably withheld.

- 13.02 Leave of absence will be granted for two (2) full-time **officers of the Union on the understanding that** upon returning to work s/he will be reinstated and offered required training in her/his previous position or such other position s/he would have occupied had s/he not been on leave of absence, provided that s/he is qualified. In the event that the return of the Union officer causes displacement of other employees, the Employer will not be required to provide notice, maintenance of wages, or other payments to the displaced employees.
- 13.03 Time absent from work by Union representatives in attendance at all meetings with the Employer or its representatives shall be paid for by the Employer.
- 13.04 Union official, when off on Union business, the whole cost of wages and benefits shall be maintained by the Employer. The Union shall reimburse the Employer the whole cost of wages and benefits by the 15th of the month following the month in which detailed billing is received.
- 13.05 Employees granted leave of absence without pay except under provisions 13.01, 13.02 and 13.06 and absence covered by WSIB shall reimburse the Employer the full cost of medical, hospital and insurance coverage for the period of absence. During such leave the employee shall not be entitled to the following benefits contained under this Collective Agreement:

Bereavement Leave, Jury and Witness Duty and Sick Pay Credit.

Sick Leave may be substituted for leave of absence where the employee has established to the satisfaction of the Employer a serious illness or serious injury due to an accident occurred while on leave of absence.

13.06 The Employer may following consultation with the Labour/Management Committee, grant an employee an absence with leave without pay for full time Union or public duties. Requests for such leave must be in writing. During the absence the employee will not accumulate seniority nor be entitled to the benefits of the Agreement. Medical, hospital, pension and insurance coverage may be continued during the absence where it is agreed that the employee will reimburse both the employee's and Employer's full cost of such coverage to the Employer. Upon returning to work s/he will be reinstated in her/his previous position, provided that she is qualified. In the event that the return of such person causes displacement of other employees, the Employer will not be required to provide notice, maintenance of wages, or other payments to the displaced employees.

13.07 The employees constituting the Union Bargaining Committee shall be given time off during working hours without loss of pay or seniority while actually attending such negotiation meetings with the Employer, and without payment of overtime.

The Employer will provide a maximum of three (3) days each, for up to six (6) Union Bargaining Committee members, to be used for contract negotiations preparation time. Arrangement for time off will be made through the Human Resources Department.

13.08 An employee shall be granted up to three (3) working days per contract year to care for ill dependents. The employee shall notify her/his Department as close as possible to the start of the work day of the need to be absent. Such leave will be charged against the employees accumulated sick pay credit and must be taken on a **full** day basis.

For employees working other than an eight (8) hour **day** the number of hours scheduled for the **day** on which the absence occurs shall be considered one (1) day for the purpose of this Article.

Union Health and Safety Representative

13.09 Leave of absence will be granted for one (1) Union Health and Safety Representative (as selected by the Union within either bargaining unit to represent all members of the Union) on the understanding that upon returning to work s/he will be reinstated and offered required training in her/his previous position or such other position s/he would have occupied had s/he not been on leave of absence, provided that s/he is qualified. In the event that the return of the Union officer causes displacement of other employees, the Employer will not be required to provide notice, maintenance of wages, or other payments to the displaced employee.

13.10 The whole cost of wages and benefits of the Union Health and Safety Representative shall be maintained by the Employer. The cost of wages shall be at the Journeyperson rate, or the employee's normal wages whichever is greater. At the end of the leave, the person may return to her/his previous position. Where a scheduled increase or progression occurs during the absence, the employee will receive such increase or progression and any other general rate increase.

The Union shall reimburse the Employer the whole cost of wages and benefits by the 15<sup>th</sup> of the month following the month in which detailed billing is received for all time spent by the Health and Safety Representative on business other than Toronto Hydro/Local One Health and Safety business.

13.11 Leave of Absence for the Union Health and Safety Representative shall be considered time worked for the purpose of calculating seniority.

Self-Funded Leave Plan

- 13.12 The Employer agrees to establish an employee-financed absence with leave plan to permit employees to be absent for a period of either six (6) months or one (1) year. Application for this leave must be in writing to Human Resources and be at least two (2) years in advance for the six (6) month leave and four (4) years in advance for the one (1) year leave. Approval of leave is at the Employer's discretion.

The terms and conditions of the plan are subject to consultation with the Labour/Management Committee.

New Member Interview

- 13.13 The Employer agrees that within four (4) weeks of date of hire the Union will be provided with the opportunity to meet with new employees, for a period not to exceed thirty (30) minutes, for the purpose of acquainting the new employee with the benefits and duties of Union membership. New employee group will not exceed six (6) members. The cost of Union representation will be at the Union's expense.

ARTICLE 14

**ABSENCE WITHOUT LEAVE**

- 14.01 Absence without leave is failure of employee to report on absence from work in accordance with rules of her/his Department and employee absent without leave has left the employ of the Employer with reinstatement dependent upon provision in writing to the Employer of satisfactory reasons for absence.

ARTICLE 15

**BULLETIN BOARDS**

- 15.01 Bulletin Boards provided by the Union, will be erected in such locations as are mutually acceptable to the Employer and the Union.



ARTICLE 16  
**JURY & WITNESS DUTY**

- 16.01 Where an employee is summoned or serving as a juror or subpoenaed as a witness in any criminal or civil action there shall be no loss of pay or seniority incurred. The Employer will make up the difference between any fee paid to the employee as a witness or juror and her/his normal rate of wages for the period during which s/he served as a juror or witness.
- 16.02 When an employee is required to serve as a subpoenaed witness outside of her/his regular working hours, and requirement to serve resulted directly from her/his employment with the Employer, s/he shall be paid the difference between her/his witness fee and her/his appropriate overtime rate plus travel time.
- 16.03 Provisions 16.01 and 16.02 do not apply to employees subpoenaed by the Union.

ARTICLE 17  
**BEREAVEMENT LEAVE**

- 17.01 An employee shall be granted bereavement leave, without loss of straight-time pay, of
- (a) Up to five (5) consecutive working days to assist with arrangements and/or to attend the funeral, in case of death of the employee's parent, step-parent partner/spouse or child and step-child.
  - (b) Up to three (3) consecutive working days to assist with arrangements and/or to attend the funeral in case of death of employee's brother, sister, grandparent, parent-in-law, grandchild, or relative residing in the employee's home.
  - (c) The day of the funeral for attendance at the funeral in the case of the death of the employee's brother-in-law, sister-in-law, son-in-law or daughter-in-law, or upon Employer's approval for a relative other than those listed above.

- (d) Consideration may be given for an extension of time under abnormal circumstances or if extensive travel is necessary. It is understood that weekends or scheduled 'off' days are not included in entitlement of consecutive working days.
- 17.02 The President of the Union or a delegate is permitted without loss of pay to attend funeral of Union members and retired Union members; it is required that arrangements be made beforehand with the Department Head.
- 17.03 **Up to six (6)** employees are permitted without loss of pay to serve as pall-bearers at a funeral of fellow employee or retired employee.
- 17.04 When an employee is on vacation, or sick and death of relative listed in Article 17.01 occurs, that portion of the employee's time resulting from the bereavement and in accordance with the provisions of Article 17.01, shall be changed from vacation or sick to bereavement leave. Employee is required to notify her/his Department immediately on receipt of notification of a death.
- 17.05
  - (a) For employees working other than an eight (8) hour day, the number of hours scheduled for the day on which the absence occurs shall be considered one (1) day for the purpose of this clause.
  - (b) For shift employees, consecutive working days referred to in Article 17.01 cannot be broken by more than three (3) days.

ARTICLE 18  
**SAFETY FOOTWEAR ALLOWANCE**

- 18.01 The Employer will supply the safety equipment it considers necessary to protect employees and the public, at no cost to the employees, except safety footwear which shall be provided as follows.

- 18.02 Outside employees shall wear safety footwear that has **been approved** by **their Supervisor/Certified Crew Leader**. The safety footwear shall be that manufactured for the purpose and be of good quality and proper style.
- 18.03 The Employer shall pay each employee an allowance of up to **\$170.00** per contract year with the exception of Certified Power Line Persons, System Response Representatives and Certified Crew Leader, Line, who shall be allowed up to **\$190.00** per contract year for the purchase, replacement or repair of safety footwear. An employee is allowed to carry over any unused portion of the allowance into the following contract year. Carry over shall not exceed that contract year's entitlement.
- 18.04 The Employer shall pay the full cost for the purchase, replacement or repair of safety footwear that an employee must have made-to-measure.

#### ARTICLE 19 **PUBLIC HOLIDAYS**

Articles 19.01 to 19.06 inclusive do not apply to employees working twelve (12) hour shifts, seven (7) day rotating schedule.

19.01

- (a) Public holidays shall be New Year's Day, Good Friday, Easter Monday, Victoria Day, July 1st, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Heritage Day if proclaimed.
- (b) Each regular employee shall be entitled to three (3) additional days holiday with pay during the calendar year and such day(s) shall be mutually agreed to by the Supervisor and employee. However, a request to take such a holiday on Remembrance Day will be granted. These days may be taken in half days.

For employees working other than an eight (8) hour day, the number of hours scheduled for the day on which the absence occurs shall be considered one (1) day for the purpose of this clause.

**For those employees working a compressed work week the number of hours deducted when using an additional day shall be the number of hours scheduled to be worked.**

One of the above additional days will be designated by the Employer by December 1st of the previous year. This designated day will be immediately before or after a Public Holiday unless otherwise determined subsequent to consultation at the Labour/Management Committee. Should this day not be designated by the Employer the day may be taken subject to the convenience of the Department and applies only to employees who have completed three (3) months of continuous service.

The benefit of the second and third additional days must be taken within the calendar year it is granted, applies only to employees who have completed three (3) months' continuous employment service, and is taken at the request of the employee and subject to the convenience of the department.

- 19.02 When Christmas, New Year's Day or July 1st falls on a Saturday or Sunday, the following Monday shall be observed as the Public Holiday. When Christmas falls on a Saturday or Sunday, the following Tuesday shall be observed as the Boxing Day Public Holiday. When Christmas falls on a Friday, the following Monday shall be observed as the Boxing Day Public Holiday.
- 19.03 When a Public Holiday occurs during a vacation period, that day shall be charged to "Public Holiday" and not to employee's vacation time.

19.04

- (a) A shift employee scheduled to work on any observed Public Holiday shall be allowed one day in lieu for the Public Holiday except when permitted to take the day off as a Public Holiday. When a shift employee's scheduled day off falls on an observed Public holiday the employee shall receive one day in lieu. A shift employee shall be allowed to accumulate lieu days for a period of twelve (12) months from date earned.
- (b) Afternoon shift employees in the Fleet and Equipment Operation Department scheduled to work a ten (10) hour shift who observe the Public Holiday shall be paid for the ten (10) hour day.

19.05 Employee required by schedule to work on a Public Holiday but unable to do so because of illness shall be paid at straight time rate from her/his sick pay credit for the Public Holiday and shall be allowed the lieu day as in Article 19.04.

19.06 Employee is not allowed pay for Public Holiday when absent without pay on either the work day before or the work day after the Public Holiday except in cases of employee granted leave for Union business.

19.07 For all employees working a twelve (12) hour, seven (7) day rotating schedule, in lieu of observed Public Holidays, each employee shall be entitled to an equal number of days off each year plus three (3) additional days per calendar year, at normal straight time pay. These days shall be taken in conjunction with scheduled vacation.

For these employees on an hourly basis unused accumulated lieu time, in lieu of observed Public Holidays, can be cashed out, at straight time, at the end of the calendar year. Payment will be at the employee's current rate of pay.

**ARTICLE 20**  
**VACATION**

For Clauses 20.01 to 20.05 inclusive, a day shall be eight (8) hours.

- 20.01 Vacation is allowed in calendar year of engagement at one (1) day for each complete calendar month to total of ten (10) days.
- 20.02 In and from calendar year following engagement fifteen (15) working days of vacation is allowed.
- 20.03 In and from calendar year in which is completed six (6) years of employment service, twenty (20) working days of vacation is allowed.
- 20.04 In and from calendar year in which is completed fifteen (15) years of employment service, twenty-five (25) working days of vacation is allowed.
- 20.05 In and from calendar year in which is completed twenty-five (25) years of employment service thirty (30) working days of vacation is allowed.
- 20.06 Vacation is arranged at the convenience of the Department. One third of the employees in a Section within a Department who may be required in a System emergency may be absent on vacation at the same time during the period from the weekend immediately prior to July 1st to the weekend immediately after August 31st. Employees are permitted two (2) weeks of vacation during July and August.
- 20.07 An employee shall be allowed to carry over any portion of one (1) year's vacation.
- 20.08 Vacation arranged as carry-over is paid at rate and under conditions applicable when vacation is taken.

- 20.09 Shift employees are permitted absence of nine (9) consecutive **days** on arrangement of one (1) week's vacation and sixteen (16) consecutive days on two (2) weeks' vacation.
- 20.10 Sick leave may be substituted for vacation where the employee has established, to the satisfaction of the Employer, that a serious illness or serious injury due to accident occurred while on vacation.
- 20.11 When employment is terminated, other than in the year of normal retirement and vacation taken has exceeded the vacation credit, the overpayment will be recovered by the Employer.
- 20.12 In the year of retirement, the **full** year's vacation is allowed.
- 20.13 The Employer will reply to a vacation request within ten (10) working days of receipt of such request, provided that the request is made within, but not prior to, three (3) months of the requested vacation.
- 20.14 For employees working other than an eight (8) hour day, vacation shall be granted on the basis of the hours scheduled for the day on which the vacation occurs.

#### ARTICLE 21

#### **DRIVER'S LICENCE, TRADE & PROFESSIONAL FEES**

##### Driver's Licence

- 21.01 The cost of Driver's Licence for employees who are required to operate System vehicles, and employees who are authorized to operate their own automobile, shall be paid by the Employer.

The cost of medical exams for those employees required to have an AZ licence will be paid for by the Employer.

### Trade & Professional Fees

- 21.02 The Employer shall pay up **the full** cost of the annual renewal of Auto Mechanic Licence fees, annual membership fee for Technicians to maintain OACETT membership, and any fees related to a trade certification recognized by the Apprenticeship Act of Ontario or any annual membership for Professional or Trade Certification under the Apprenticeship Act of Ontario so long as such membership is required as a condition of employment by the Employer.

### ARTICLE 22 **WORK CLOTHING**

- 22.01 Overalls, coveralls, quilted bib overalls, parkas, gloves and pants and shirts when appropriate, are supplied to employees whose work requires such and return of worn-out article may be necessary, as determined by the Employer, to obtain a replacement. The Employer will make a reasonable effort to make work clothing available.

### ARTICLE 23 **TOOL REPLACEMENT**

- 23.01 Except as otherwise specified in Article 23.02 and 23.03, the Employer will provide all hand tools as required by each job classification to effectively perform the job. It is understood, and agreed, that all tools supplied by the Employer, shall belong to, and shall remain, the property of the Employer. The Employer will replace all broken, lost, stolen, or worn out tools. An Employee must return a worn out or broken article in order to receive a replacement. In the event of a lost or stolen article, the Employee must give a satisfactory explanation as to the details. Upon an explanation said tool(s) will be issued.



23.02 Outside employees, who are required to supply their own personal **tools**, are reimbursed **up** to a **sum** of \$125.00 per contract year, with the exception of Fleet Mechanic, who **will** be **paid \$500.00 at the start of each** contract year, for new, broken, lost or worn out tools, at the discretion of the Supervisor. It is understood, and agreed, that all tools supplied by the Employer, shall belong to, and shall remain the property of the Employer.

23.03 Tools provided to employees in the classifications of Fleet Mechanic, Certified Substation Electrician and Machinist would initially be purchased by the Employer and provided to new employees entering these trades.

The tool allowance detailed in Article 23.02 will be applied against the purchase price of such tools until the total tool purchase price has been recovered. Following this recovery of the total tool purchase price the tools would be the property of the employee.

When employment is terminated or when an employee transfers to a classification which does not require the employee to have personal tools, with the exception of Certified Substation Electrician transferring to Station Response Representative, before the full purchase price has been recovered by utilization of the tool replacement amounts, it is understood and agreed that the Employer will recover from the employee an amount equal to the remaining balance. Should this occur within three (3) years of being issued the tools, then the employee would have the option of returning all the tools, without refund, rather than being required to pay the outstanding balance.

In the event the Employer-issued tools which are not new, to a new employee in these above listed classifications, the employee will be credited with any amounts previously credited against these tools under this clause.

ARTICLE 24  
**HEALTH, WELFARE & INSURANCE BENEFITS**

Pregnancy, Adoption Parental and Family Medical Leave

Provision of Leave

- 24.01 Pregnancy, Parental **and Family Medical** Leaves will be granted to employees under the terms of the Employment Standards Act of Ontario.

Pregnancy Leaves shall be granted for **up** to seventeen (17) weeks in duration and may begin no earlier than seventeen (17) weeks before the expected birth date.

Parental Leaves shall be granted for up to thirty-five (35) weeks in duration for an employee taking pregnancy leave and shall, in all cases, be taken when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

Parental Leave, which includes adoption leave, shall be granted for up to thirty-seven (37) weeks in duration for employees not taking pregnancy leave and shall, in all cases, begin no later than fifty-two (52) weeks after the day the child is born or comes into the parent's custody, care and control for the first time.

Protection of Benefits, Seniority, Pensions

- 24.02 During a Pregnancy or Adoption Leave the Employer shall pay the full cost of the employee's medical, hospital and insurance coverage and the Employer's portion of the employee's pension plan coverage if the employee elects at the commencement of the leave to pay the employee portion of such costs.

During a Parental or Family Medical Leave the Employer shall continue to pay the full cost of the employee's medical and hospital coverage and the Employer's portion of the employee's pension plan coverage and insurance coverage if the employee elects at the commencement of the leave to pay the employee portion of such costs.

Seniority, for all purposes, shall accrue during the period of Pregnancy, Adoption, Parental or Family Medical Leave.

Wage Top-Up for Pregnancy Leave

- 24.03 In the case of a Pregnancy Leave, the Employer will provide payment equal to 95% of base pay during the two (2) week E.I. waiting period and the difference between the payments received from E.I. and 95% of the employee's normal, straight-time pay for fifty (50) weeks, subject to continued government legislation and approval.

Maintenance of Wages for Adoption Leave

- 24.04 In the case of an Adoption Leave for the primary caregiver, who has adopted a child under six (6) years of age, who is not the natural child of either adoptive parent, the Employer will provide payment equal to 95% of base pay for two (2) weeks and 95% of her/his normal, straight-time pay for up to thirty-five (35) weeks.

Maintenance of Wages for Parental Leave

- 24.05 In the case of a Parental Leave, the Employer will provide payment equal to 95% of base pay during the two (2) week E.I. waiting period and the difference between the payments received from E.I. and 95% of the employee's normal, straight-time pay for thirty-five (35) weeks, subject to continued government legislation and approval.

Maintenance of Wages for Family Medical Leave

- 24.06** In the case of a Family Medical Leave to provide compassionate care and support to the family member specified in the medical certificate, the Employer will provide payment equal to 95% of base pay during the two (2) week E.I. waiting period and the difference between the payments received from E.I. and 95% of the employee's normal, straight-time pay for six (6) weeks, subject to continued government legislation and approval.

Spousal Leave at Time of Birth or Adoption

24.07

- (a) An employee whose spouse or partner gives birth, or commences an Adoption Leave, shall be granted leave with pay and full benefits, of two (2) working days. The leave shall be taken on days chosen by the employee, at or about the time of birth or adoption.
- (b) For employees working other than an eight (8) hour day the number of hours scheduled for the day on which the spousal leave occurs shall be considered one (1) day for the purpose of this clause.

Reinstatement

- 24.08 The Employer shall reinstate an employee returning to work from a Pregnancy, Adoption, Parental or Family Medical Leave in the position most recently held with the Employer, or provide the employee with alternative work of a comparable nature at not less than the employee's wages at the time the leave began, or as adjusted by any general increase, and without loss of benefits accrued to the commencement of the Leave of Absence and with full seniority.

Where a scheduled increase or progression occurs during the absence, the employee will receive such increase or progression upon satisfactory demonstration of competency during a trial period of thirty (30) days.

Medical & Hospital Services & Dental Plan

24.09

- (a) Equal or superior coverage to present practice, i.e., Ontario Health Insurance Commission, Plan for Supplementary Hospital Care and Extended Health Care Plan shall be continued. Where an employee is entitled by the provisions of the Health Insurance Act to receive Ontario Health Insurance Plan protection without cost, such coverage will not be provided by the Employer.
- (b) Effective February 1, **2006**, and for each consecutive two (2) year period following thereafter, the Extended Health Care Plan coverage for eyeglasses and/or contact lenses shall be **\$375.00** per person covered, for the two (2) year period commencing February 1, **2006**, and the \$1.00 prescription plan will continue.
- (c) Effective February **1, 2006** coverage for the cost of an eye exam for a two (2) year period or one (1) year period for dependent children under the age of twenty-one (**21**), if prescribed by a medical practitioner, up to a maximum of **\$80.00** per person.
- (d) Services of a licensed Physiotherapist up to a maximum of **\$150.00** for the initial visit and **\$70.00** per subsequent visit to an unlimited maximum for services provided inside Canada and **\$60.00** per hour for services outside Canada.
- (e) Services of a licenced Chiropractor (including X-rays) up to a maximum of **\$300.00** per person per contract year.
- (f) Services of a licensed Osteopath, Chiropodist or Podiatrist, Registered Massage Therapist, up to a maximum of **\$50.00** per visit per person, Psychologist, Naturopath, Speech Therapist and Dietician up to an overall maximum of **\$850.00** per person per contract year, payable only after OHIP ceases to pay any portion of the expenses.

- (g) **Effective February 1, 2006 coverage for cost of hearing aids up to \$3,000.00 lifetime maximum.**
- (h) In the event of death of an active Toronto Hydro employee, the surviving spouse and dependants shall continue to receive full medical and hospital services coverage at the Employer's expense for a period of **two (2)** years.
- (i) When an active employee dies as a direct result of a physical injury suffered on the job or occupational disease directly related to their employment with Toronto Hydro and the claim is accepted and paid for by the WSIB, the Surviving Spouse and the dependent children under the age of twenty-one (21) or as defined in 24.09 (j) shall continue to receive full medical and hospital services coverage at the Employer's expense for fifteen (15) years or until normal retirement age of the deceased employee whichever is less. The provision of this Article shall be retroactive to February 1, 1991. This dependent children benefit ceases after age 21 or age 25 if attending a recognized post secondary institution. Where benefits are received under this Article, Article 24.09 (h) shall not apply.
- (j) Medical and Hospital Services coverage will include unmarried dependent students who are in full time attendance at a recognized post-secondary institution **up to age twenty-five (25).**

24.10 The Employer will pay the premium based on the prevailing Ontario Dental Association fee schedule necessary to provide equal or superior coverage to the present dental plan.

Effective **February 1, 2006**, the Dental Plan includes fixed prosthodontic (**including implants**) services on a 50% co-insurance basis.

The Dental Plan will include orthodontic services on a 50% co-insurance basis to a maximum of \$4,000 per employee and \$4,000 per family member covered once in a lifetime.

- 24.11 The Union will be advised of the names of the carriers. Carriers will be for the term of the Agreement, in so far as practicable.
- 24.12 If the Employer contemplates a change in Carriers of any of the above plans during the life of this Agreement, the Employer agrees to give notice and provide the Union with a copy of the proposed carrier's plan(s) so that the Union will be assured of identical coverage prior to the implementation of the proposed carrier's plan.

Long Term Disability

- 24.13 The Employer agrees to enter into an arrangement with an Insurer licenced under the Insurance Act to provide a Long Term Disability Plan.

All employees of the Employer become eligible for membership in the plan on or after the effective date of the plan.

Definitions

For purposes of the plan, the meaning of each of the following terms is limited to the definition shown.

- (a) Total Disability - An employee shall be totally disabled, or Total Disability shall exist, when the employee is not engaged in any occupation or performing any work for compensation or profit and is suffering from such a state of bodily or mental incapacity resulting from injury or disease as would,
- (i) During the Elimination Period specified below and during the next following twenty-four (24) months, prevent the employee from performing any and every duty pertaining to her/his normal occupation and,

- (ii) If Total Disability has continued during such Elimination Period and during the next twenty-four (24) months, then during the continuance of such disability, wholly prevent such employee for compensation or profit, from engaging in any occupation and performing any work at Toronto Hydro for which the employee is reasonably qualified by education, training or experience.
- (b) The Elimination Period for all employees is a minimum of six (6) months continuous absence from the date an employee first becomes disabled.

Employees shall be granted the option of utilizing all or part of accumulated sick pay credits to increase the elimination period.

Employees who run out of sick pay credits will be granted sick leave without pay until such time as the Long Term Disability Elimination Period elapses.

Employees shall maintain all rights and benefits of the Collective Agreement during the Elimination Period.

#### Benefit Schedule

An employee who is a member of the plan may become eligible for not more than the maximum Monthly benefit amount, calculated in accordance with the applicable Benefit Formula which is indicated below:

#### Benefit Formula

Effective no later than 45 days from the date of ratification of this agreement, 75% of the employee's basic monthly earnings, to a \$5,500 monthly benefit maximum.

Amounts of employee's monthly benefit which are not integral multiples of \$1.00 are rounded to the next higher dollar.



All benefit coverage provided by Article 24 of the Collective Agreement will continue while receiving payments on the plan.

#### Vacation

Vacation entitlement will be paid to the employee at the end of the year in which they commence to receive Long Term Disability benefits based on full payment of any carryover from the previous year and pro-rated for the current year to the time of commencement of Long Term Disability benefits.

#### Effective Date

The date that the Agreement with the Insurance Company comes into force which will be within six (6) months of ratification of the Collective Agreement.

#### Rehabilitative Employment

If an employee becomes capable of working after thirty (30) months of disability leave, she will be offered a position at Toronto Hydro for which she is reasonably fitted by training, education or experience. The employee would be paid the greater of the job rate or the amount equivalent to the Long Term Disability payment. If the Long Term Disability payment is greater than the job rate, the employee would continue to receive such rate until the job rate, through general increases, matches the Long Term Disability amount. Thereafter, the employee will receive any future general increases.

In the event the employee rejects the offer of rehabilitative employment, s/he forfeits all rights to Long Term Disability benefits.

The position offered shall be discussed at the Accommodation Committee and shall be first within the employee's own bargaining unit. If there is no position within the employee's bargaining unit, consideration will be given to placing the employee in the Inside bargaining unit.

Sick Pay Credit

Accumulated sick time will be granted under the following conditions:

- 24.14 With supporting medical certificate when required by the Employer which shall be at least when continuous absence due to illness is more than three (3) full working days; again, when absence is in excess of eighteen (18) days; again, when absence exceeds seventy-two (72) days;
- 24.15 Employee shall be at home, in hospital, or at doctor's when visited by the Employer's representative;
- 24.16 Employee has notified her/his Department of necessity for absence as follows:

Non-Shift

Within thirty (30) minutes of normal start time of first day of absence.

*Shift*

- (a) By one (1) hour before day shift start.
- (b) By three (3) hours before afternoon and evening shift start.

24.17

- (a) Cumulated credit is allowed for service from January 1st, 1925. One day is allowed for each complete calendar month remaining in first calendar year of employment to a total of ten (10) days.

One-and-a-half (1½) days are allowed for each complete calendar month of continuing employment from January 1<sup>st</sup> of the year following date of employment to a maximum of sixteen (16) days. Employees engaged prior to January 1st, 1962, do not receive less favourable consideration than under the earlier regulations which are continued at the discretion of the President/CEO with allowance as follows:

1 to 8 years of service.....	24 days,
In excess of 8 and less than 20 years.....	48 days,
20 years of service.....	72 days.

- (b) Sick time shall be taken on the basis of the number of hours scheduled for the day on which the absence occurs.

24.18 At the discretion of the Employer, additional grants may be given.

24.19 Employee absent due to illness is permitted allowance of sick pay to the limit of net accumulated credit as of the end of that calendar year with deduction of the allowance from sick pay credit accumulation. In the calendar year following a full calendar year of employment in which an employee has worked less than six months, sick pay is allowed to the limit of net accumulated credit as of the end of each completed calendar month.

Effective February 1, 1982 absence due to accident or illness accepted and paid for by the WSIB is not charged to sick pay credit; employee so absent is permitted allowance of such amount by the Employer as is necessary in supplement to the Board award to equate with her/his normal straight-time pay, for as long as s/he is employed by Employer. It is understood that this Article does not provide any retroactive payments prior to February 1, 1982.

Effective February 19, 1987, an employee who is absent due to a new accident or illness accepted and paid for by the WSIB will receive her/his normal straight-time earnings made up of the Board award and the Employer supplement but no employee is to receive additional monies including tax adjustment as a result of being absent on WSIB.

The Employer will advance full straight-time wages to an employee who has submitted a claim to the WSIB, prior to an award being granted. Should the WSIB reject the claim or should the employee elect not to claim compensation, the employee's time will be charged to her/his sick bank and any overpayment made will be recovered by the Employer within one (1) year.

- 24.20 The existing employees who have retained sick pay **credit vesting rights** as of January 31, 1999, upon termination of employment, by retirement on pension, there is paid an amount equal to the cumulated sick pay credit of the employee but such amount is not to exceed the aggregate amount of her/his remuneration for the following periods:
- At least 10 years and less than 15 years - 3 calendar months;
- At** least 15 years and less than 20 years - 4 calendar months;
- At least 20 years and less than 25 years - 5 calendar months;
- At least 25 years - 6 calendar months.
- 24.21 Existing employees who have retained sick pay credit vesting rights as of January 31, 1999, upon termination of employment in good standing with at least 20 years of service and other than by retirement on pension, there shall be paid an amount equal to one-half of the employee's cumulated sick pay credit but such amount shall not exceed the aggregate amount of her/his remuneration for the following periods:
- At least 20 years and less than 25 years - 2 calendar months;
- At least 25 years - 3 calendar months.
- 24.22 Payment on account of deceased employee is to her/his dependents, if any; if there are no dependents, then to her/his estate.
- 24.23 New employees hired on or after February 1, 1999, will have no sick pay credit vesting right.

- 24.24 Employees of the former York Hydro will be given a one-time grant of sick pay credit of forty-five (45) days. As of January, 2000 they will accumulate sick pay credit on the same basis as in Article 24.17.

Sick Pay Credit Payout

- 24.25 Pay out of accumulated sick pay for employees who have vested sick pay credits (vesting rights) shall be as per the pay out provisions of their former Collective Agreements immediately before the amalgamation (January 1, 1998).

Pensions

- 24.26 The basic pension plan is the OMERS Final Average Earnings plan implemented January 1, 1978 (as amended). Normal retirement is provided at age 65 with an unreduced early retirement allowed under OMERS Formula 90 (when the employee is within 10 years of normal retirement and her/his age plus credited service totals 90). There is available an early retirement option with a reduced pension. An early retirement option may be allowed under OMERS type 3 supplement for those employees eligible.

The Optional Service benefit shall be available to each employee who exercises her/his option prior to May 1, 1978, in accordance with the terms of the Agreement effective February 1, 1977. Any employee under age 65 wishing to take advantage of the Optional Service benefit must provide the Employer with six (6) months' notice of her/his intention to retire. Subject to Labour/Management consultation, this notice may be waived due to extenuating circumstances.

It is understood and agreed that employees taking early retirement under OMERS Formula 90 or otherwise shall provide the Employer three (3) months' notice of intent to retire.

When an active employee dies as a direct result of a **physical** injury suffered on ~~the~~ job or occupational disease directly related to their employment with Toronto Hydro and the claim is accepted and paid for by the WSIB, the surviving spouse or dependent children under the age of 21 where there is no spouse shall continue to receive the normal, straight-time earnings of the deceased employee in effect at the time of the employee's death for the next fifteen (15) years or until normal retirement age of the deceased employee which ever is less. Any payments paid shall be reduced by the amount paid or received under the OMERS Pension Plan, Canada Pension Plan, and WSIB. The provisions of this Article shall be retroactive to February 1, 1991.

When an employee is totally and permanently disabled as a direct result of an injury suffered on the job and the accident is accepted and paid for by the WSIB, the employee shall continue to receive the normal, straight-time earnings and benefits in effect at the time of permanent disability for one full year. Any payments or benefits received shall be reduced by the amount paid or received under the OMERS Pension Plan, Canada Pension Plan and WSIB.

#### ARTICLE 25

#### **LABOUR/MANAGEMENT COMMITTEE**

- 25.01 The Union and Management recognize that effective labour relations depend on co-operation and good communications between the parties. They will meet on a bi-monthly or as required basis if initiated by either party, subject to an agenda to resolve issues of common concern.

This consultative committee will operate in an open forum in which the free exchange of ideas will encourage understanding and lead to the resolution of issues.

The Employer and the Union agree that their senior representatives will meet to discuss matters of mutual interest, together with a secretary appointed by the Employer. Accordingly, the Committee shall have no authority to change, delete, or modify any terms of the Collective Agreement nor to settle grievances. It is the intention of the parties that this committee will work towards improving the relations between them and the employees they represent. Minutes shall be recorded and copy sent to each of the members within ten (10) working days of the meeting.

- 25.02 The Committee will consist of three (3) members of Management and three (3) members from the Union. Each party may bring up to two (2) "subject matter experts" to the meeting, depending on the issues to be discussed. Agenda items will be exchanged, in writing, five (5) working days prior to the requested meeting. Agenda shall mean new or unfinished business.

The Union Representative in attendance at the meetings shall be permitted to remain away from work for the remainder of the day. Time absent from work will be at the Employer's expense.

#### ARTICLE 26 **HEALTH & SAFETY**

The employer and the union acknowledge their joint and separate role and responsibilities under the Occupational Health and Safety Act.

- 26.01 Safety Committees relating to the Outside and Inside employees represented by the Union shall meet to discuss Health and Safety matters of concern. Toronto Hydro and C.U.P.E. Local One have established a two tiered Joint Union-Management Health and Safety Committee Structure. The two committee levels are Workplace Health and Safety Committees and Health and Safety Steering Committee.



### The Workplace Committee

- 26.02 The Workplace Committees will have an **equal** number of Union and Management representatives not to exceed three each, unless as mutually agreed otherwise, and will have Co-Chairpersons. Each Committee will meet bi-monthly or more frequently with Joint CO-Chairpersons' approval.

### Terms of Reference

The terms of reference for the Workplace Committees will include the following, as they apply to the area covered by each Workplace Committee.

- (i) Identify, evaluate and make recommendations regarding all matters pertaining to health and safety in the workplace covered by the Workplace Committee.
- (ii) Review and make recommendations on safety concerns which have been forwarded by the Safety and Environmental Department and unresolved Safety Concern Report forms from the employees covered by the Workplace Committee.
- (iii) Inspect the workplace, as required by the Occupational Health and Safety Act (Ontario), on the basis of one (1) day every two (2) months in each area.
- (iv) The Union Co-chairperson will be provided one (1) day every two months as a pre-meeting preparation day.
- (v) The Union Committee members shall be allowed not less than two hours between the termination of the meeting and return to their normal duties for meals, clothing change, and travel. Time absent from work will be at the Employer's expense and shall not be charged to the grievance work order.

- (vi) Recommend to the Employer and the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health and safety of workers.
- (vii) Obtain information from the Employer respecting the identification of potential or existing hazards of materials processes or equipment and information respecting health and safety experience, and, work practices and standards in similar or other industries of which the employer has knowledge.
- (viii) Review of new work procedures and amendments to existing work procedures. This includes discussion at the commencement of the development of new major work procedures.
- (ix) Review and recommend on proposed revisions to the Safety Rule **Book** and Work Protection Code. These recommendations will be forwarded to the Health and Safety Steering Committee.
- (x) The Committee will be supplied with copies of all existing safety related Letters of Instruction. The Committee will review and recommend on all proposed new safety related Letters of Instruction.

These recommendations will be forwarded to the Health and Safety Steering Committee.

- (xi) Committee members will receive the certification training as per OHSA (Ontario) at the Employer's expense. The method of presentation of the course will be determined by the Health and Safety Steering Committee. **Training shall be provided within three (3) months of election or selection to the Committees.**

- (xii) Committee minutes will be produced by the Employer **and** submitted **for** approval to the Co-chairpersons. Each new topic will constitute a new item and when items are in the process of being implemented, they would be so noted and a future review date established. They would then be carried but not discussed without agreement of the Joint Co-Chairpersons.
- (xiii) The Committee will review accident reports referred to it by the Union Health and Safety Representative.
- (xiv) Matters unresolved in a Workplace Committee may be referred by either the Union or Management Co-Chairperson to the Joint Health and Safety Steering Committee. Referrals will include a statement of the problem, recommended solutions and reasoning to support the recommendation.
- (xv) With the agreement of both the Union and Management Co-chairpersons, unresolved matters may be referred to the Union Health and Safety Representative and the Vice President Environment Health and Safety for the purpose of resolving the matter prior to referral to the Steering Committee. If the matter can not be resolved in this way, it will be referred to the Steering Committee. Referrals will include a statement of the problem, recommended solutions and reasoning to support the recommendation.
- (xvi) Additional committees may be established at the Workplace level by the Steering Committee.

## The Steering Committee

### Structure:

- 26.03 The Steering Committee will have an equal number of Union and Management representatives not to exceed five (5) each and will have co-chairpersons. The Committee shall meet subject to an agenda being given five (5) working days in advance to the Secretary, who shall see that all Committee members have a copy three (3) working days previous to each meeting.

Unfinished business shall be considered agenda. Minutes of the monthly meeting shall be recorded and sent to each member within ten (10) working days of the meeting. The Committee may meet more or less frequently with Joint Co-chairperson's approval.

### Terms of Reference

The terms of reference of the Steering Committee will include the following:

- (i) Co-ordinate the work of the Workplace Committees.
- (ii) Deal with matters referred from the Workplace Committees.
- (iii) Deal with health and safety matters which, because of their complexity or scope, are inappropriate for the Workplace Committees.
- (iv) Identify, evaluate and make recommendations regarding all matters pertaining to health and safety in the workplace.
- (v) The Union Co-chairperson will be provided one (1) day every month as a pre-meeting preparation day.
- (vi) The Union Co-chairperson shall inspect the workplace, as required by the Occupational Health and Safety Act (Ontario) on the basis of one (1) day per month.

- (vii) The Union Committee members shall be permitted to **remain away** from work for the remainder of **the day**. Time absent from work will be at the Employer's expense and shall not be charged to the grievance work order.
- (viii) Minutes shall be taken by a secretary appointed by the Employer who is not a Committee member.
- (ix) Recommend to the Employer and the workers the establishment, maintenance, and monitoring of programs, measures and procedures respecting the health of workers.
- (x) Obtain information from the Employer respecting the identification of potential or existing hazards of materials processes or equipment and information respecting health and safety experience and work practices and standards in similar or other industries of which the Employer has knowledge.
- (xi) Committee members will receive the certification training as per OHSA (Ontario) at the Employer's expense. The method of presentation of the course will be determined by the Health and Safety Steering Committee. **Training shall be provided within three (3) months of election or selection to the Committees.**
- (xii) Establish additional committees at the Workplace level with specific mandates.

- (xiii) Changes to the Safety Rule Book: If in the normal course of adding to or amending the Safety Rule Book, The Joint Steering Committee cannot reach agreement on the additions or amendments, the Ministry of Labour will be asked to intervene to assist in resolving the issue. If an urgent change must be made in the Safety Rule Book to protect the Health and Safety of the workers the Employer will satisfy its responsibility under the Act by making such a change and the Union reserves its rights under the Act to challenge the change.

26.04

- (a) In addition to the time provided for under the Occupational Health and Safety Act, the Union Co-Chairperson of the Joint Health and Safety Committee will be provided a minimum of five (5) days per month to carry out her/his duties. The full cost of the wages and benefits for this time shall be paid by the Employer. Time so spent shall be considered time worked.
- (b) The Health and Safety Representative, designated by the Union from among the employees represented by the Union, shall undertake investigative responsibilities as directed by the Committee. Time so spent shall be considered as time worked.

Inclement Weather

- 26.05 The Employer will determine whether or not weather conditions permit the normal operation of the duties of the employees covered by the Agreement. In the absence of the Employer the senior qualified employee will make the determination on site. In the event of adverse weather conditions the employees covered by this Agreement will carry out such other work as is designated or assigned to them by their Supervisor or allowed standby at straight time.

Safety.

- 26.06 An employee who has been ordered to work in violation of the Employer's safety rules may refuse to perform that work.

VDT Workers

- 26.07 A pregnant employee upon her written request will be assigned alternate work in the same Service Centre with no loss of seniority or salary. A VDT emission level test shall be performed on the request of the pregnant employee.

Students

- 26.08 Only technical, competent students shall work in close proximity to energized Hydro plant while supervised by a competent person. Competent is defined by the OHSA.

In all other circumstances only competent employees shall work in close proximity to energized hydro plant. Competent is defined by OHSA.

ARTICLE 27  
**ACCOMMODATION**

CUPE Local One and the Employer are jointly committed to re-integrating employees back into the workplace who have suffered an occupational or non-occupational injury or illness. The Union and Management will work together through an Accommodation Committee, which will operate on a consultation basis.

Accommodation Committee

27.01 The Accommodation Committee will consist of three (3) Union Representatives and three (3) Management Representatives who will meet bi-monthly to discuss both permanent and temporary accommodations.

The Accommodation Committee shall:

- (1) Recommend to Toronto Hydro Management procedures and practices to ensure safe, consistent, and fair administration of the joint Early and Safe Return to Work Program.
- (2) Review and recommend to Toronto Hydro Management modified work assignment for employees who have been injured on the job on both a temporary and a permanent basis.
- (3) Meet regularly to monitor each modified work assignment and the overall performance of the joint Early and Safe Return to Work Program.
- (4) Recommend to Toronto Hydro Management changes to the joint Early and Safe Return to Work Program as appropriate.

The Union Committee members shall be allowed not less than two (2) hours between the termination of the meeting and return to normal duties for meals, clothing change and travel.

Time absent from work will be at the Employer's expense. Preparation time will be subject to approval by the Employer.

Reimbursement for Additional Medical Documentation

- (5) The Employer shall bear the cost of any additional required medical information or documentation beyond the initial medical request setting out non-occupational accommodation needs.



Permanent Placement

27.02 Employees who have suffered a permanent work-related injury/illness accepted and paid for by the WSIB, and who are medically fit to perform work may be placed as follows:

- (1) In the employee's existing job, if the employee is medically fit to perform the job duties.
- (2) In the employee's existing job, with modified duties, if the employee is medically fit to perform the job as modified, and the modifications permit the performance of the essential duties of the job.
- (3) In another classification within the employee's Bargaining Unit with approval of the Accommodation Committee.
- (4) In another classification within the 'other' Bargaining Unit with approval of the Accommodation Committee.
- (5) In a classification created specifically to accommodate the employee with approval of the Accommodation Committee. An employee returning to work will receive the current annual rate of pay for her/his pre-injury/illness position, **including shift premium**, or the minimum annual rate of the new classification, whichever is greater, plus any future negotiated increases for that classification.

As a condition of this continued wage protection, an employee who has been placed in a position other than the employee's previous position, will apply for all posted vacancies for which they are qualified and which have an annual rate greater than their new classification and equal to the employee's current annual rate.

### Temporary Placement

27.03 Employees who have suffered a temporary work-related injury or illness, and who have submitted a claim to the WSIB, and who are medically fit to perform work may be placed as follows:

- (1) In the employee's existing job, if the employee is medically fit to perform the job duties.
- (2) In the employee's existing job, with modified duties, if the employee is medically fit to perform the job as modified, and the modifications permit the performance of the essential duties of the job.
- (3) In a classification within either Bargaining Unit with approval of the Accommodation Committee.

The wage of the employee who is placed under this program will be protected at the pre-injury/illness level or the minimum of the new classification, whichever is greater, plus any future negotiated increases for that classification.

Where a scheduled increase or progression occurs during a temporary placement of not less than three (3) months, the employee will receive such increase or progression upon satisfactory demonstration of competency during a trial period of thirty (30) days.

### **ARTICLE 28 TRAINING**

28.01 The Employer may, subsequent to consultation at the Labour/Management Committee, determine that employees require additional knowledge and/or skill. The Employer may provide the necessary facilities and instruction to enable such employees as designated by the Employer to acquire the additional knowledge and/or skills at no loss in wage, and during this training period the Employer will compensate such employees for any travel and/or meal expense.

- 28.02 When the Employer undertakes a new programme of **training in a skilled trade, there will be** joint representation of one Employer representative and one qualified journeyman from that trade, as designated by the Union, who will meet for the purpose of discussing and making recommendations relating to the course content. **Recommendations will be discussed by the Labour/Management Committee.**

ARTICLE 29  
**JOB SECURITY**

- 29.01 Should any employee's job be eliminated due to contracting out by the Employer, **or as a result of a directive to Toronto Hydro from its controlling Shareholder in regards to the regulated electricity distribution business**, the employee will be placed in another job for a period of six (6) months and retrained in the new progression series. Following this the employee will be subject to the probation clause.

The employee will retain her/his current rate of pay and current wage range. In addition, the employee will receive future general increases and step increases in accordance with the Collective Agreement. The Union will be advised two (2) months in advance of such occurrence and will be given opportunity for discussion.

ARTICLE 30  
**TECHNOLOGICAL CHANGE**

Advance Notice

- 30.01 When the Employer has determined that technological change, which will eliminate or significantly change a job, will be introduced, the Union will be provided not less than two (2) months' advance notice and will be given the opportunity for discussion.

Priority Rights

- 30.02 During the advance notice period, as described in Article 30.01, employees who are so affected will have priority rights to fill any posted vacancy of an equivalent or lower classification level, provided they are qualified, with the employee with the greatest employment seniority having first priority rights. Should the posted vacancy be at a level lower than the employee's technologically-impacted position, the employee will retain her/his current rate of pay and current wage range. In addition, the employee will receive future general increases and step increases in accordance with the Collective Agreement.

New Job

- 30.03 Should a job be eliminated due to technological change and a new job created, the Employer will provide the affected employees, on an employment seniority basis, up to six (6) months' training. Additional training may, subsequent to consultation with the Labour/Management Committee, be provided.

Should there be an insufficient number of newly **created jobs, or should no new jobs be created, or** should the affected employees choose not to accept the training, then the employees will have the option of being returned to their respective immediate previous positions, or being placed in other positions by the Employer. The Employer will provide up to six (6) months' training. Such employees will retain the current rate of pay and current wage range. In addition, these employees will receive future general increases and step increases in accordance with the Collective Agreement.

Following training, the Probation Article shall apply.

Significant Change

- 30.04 Should a job be significantly changed due to technological change, the Employer will provide the incumbents up to six (6) months' retraining. Additional training may, subsequent to consultation at the Labour/Management Committee, be provided.

Should this technological change reduce the number of incumbents previously required, then the employees on a least employment seniority basis shall have the option of being returned to their respective immediate previous positions or being placed in other positions by the Employer. The Employer will provide up to **six** (6) months' training. Such employees will retain the current rate of pay and current wage range. In addition, these employees will receive future general increases and step increases in accordance with the Collective Agreement. Following training received in a new job, the Probation Article shall apply.

- 30.05 In the event the affected employees cause displacement of other employees, the Employer will not be required to provide notice, maintenance of wages or other payments to the displaced employees.

- 30.06 Any employee, whose current rate of pay and current wage range is being retained, as described in Article 30.02, 30.03 and 30.04 shall continue to receive such wage retention provided s/he applies for all posted vacancies for which s/he is qualified. The employee will have priority rights, for such posted vacancies, on an employment seniority basis. Priority rights shall be limited to all those vacancies, above the level at which s/he is being occupied, up to and including the level at which s/he was previously occupied at the time of technological change. Such priority rights and employee obligation to apply for posted vacancies shall continue to be in effect until the employee regains the level from which s/he was originally displaced.

**ARTICLE 31  
RETROGRESSION**

- 31.01 The Employer will inform the Union two (2) months in advance of any change in the working forces which may result in retrogression or layoff.
- 31.02 In the event of an employee being retrogressed to a lower classification, the employee will maintain her/his present wages for a period of twelve (12) months.
- 31.03 Where a surplus of employees occurs in any classification, Employment Seniority shall apply in the event of retrogression taking place. Employees with the least Employment Seniority shall be the first to be retrogressed and the following retrogression practices shall apply - insofar as they do not interfere with the Employer's operation.

An employee with Employment Seniority shall be able to retrogress any employee with less Employment Seniority than her/himself in her/his own classification or in any classification where s/he has relative experience.

In the trades a retrogressed Journeyperson shall be able to retrogress another employee with less Employment Seniority in another trade if she/he has the proper designated certificate in that trade at the Journeyperson level. In the event that there are apprentices, a retrogressed Journeyperson will be allowed to retrogress an apprentice with up to eighteen (18) months' experience if the Journeyperson has relative experience in that trade.

31.04 The employee who has Employment Seniority and is retrogressed shall be the first to fill a vacancy in her/his former classification.

31.05 An employee who exercises her/his seniority rights in the above manner shall be allowed the regular probation period **and will be provided training** to familiarize her/himself with her/his new duties.

Training will be subject to the mutual agreement of the Labour/Management Committee.

#### ARTICLE 32 **PERFORMANCE APPRAISAL**

32.01 Employee's current Performance Appraisal Review Record supersedes all previous Performance Appraisal Review Records. A Performance Appraisal Review Record shall be made out by the employee's immediate Supervisor on the employee's anniversary date of entering the classification (with the exception of the Probation Article 10.10 to 10.15).

Should an employee receive a "Fair" Performance Appraisal Review Record s/he is given not less than thirty (30) days to obtain a "Good" or higher Performance Appraisal Review Record. If an employee fails to obtain a "Good" or higher Performance Appraisal Review Record by the end of the prescribed time period, a "Low" Performance Appraisal Review Record will be issued.

Should an employee receive a "Low" Performance Appraisal Review Record s/he is given not less than thirty (30) days to obtain a "Good" or higher Performance Appraisal Review Record.

Employees disagreeing with their Performance Appraisal Review Record may refer it to Grievance Procedure. Employees shall not sign their Performance Appraisal Review Record unless it is completed in detail.

Employee shall be supplied with a copy of her/his Performance Appraisal Review Record.

Any changes to the Performance Appraisal Review Record and associated process are subject to consultation with the Labour/Management Committee.

#### Records

32.02 An employee shall have the right to have access and review her/his personnel record at a time convenient to the Department Supervisor and the Human Resources office.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing said record in her/his personnel file.

An employee may request copies of any material contained in her/his personnel record.



Warning

- 32.03 All warnings received by an employee that could affect her/his Performance Appraisal Review Record shall be in writing from her/his Certified Crew Leader/Supervisor, which the employee shall sign to acknowledge s/he has received a copy. The Certified Crew Leader/Supervisor shall retain the warnings until the employee's next "Good" or better Performance Appraisal Review Record, at which time they shall be destroyed.

ARTICLE 33

**HOURS OF WORK AND OVERTIME**

- 33.01 For employees not on shift work a normal working day is eight (8) hours from 7:30 a.m. to 3:30 p.m. The exceptions to this are:

\*Stores/Warehouse: 7:00 a.m. start  
8:00 a.m. start

\*Buildings: 7:00 a.m. start  
8:00 a.m. start

Fleet: 7:00 a.m. start

\* Senior employees at that location will be asked first for their preference on start time, should all refuse then the junior person(s) will be assigned.

A one-half (1/2) hour paid lunch to be taken in the vicinity of the work site for all Field Crews. For those employees who were previously entitled to a one-half (1/2) hour paid lunch, they shall be red circled. Variation of the time of commencement of lunch period shall be at the Certified Crew Leader's discretion.

A normal working week is one of forty (40) hours, consisting of five (5) normal working days, Monday to Friday.

- 33.02 Shift employees shall follow a posted master schedule, which consists of an average work week of forty (40) hours over the length of its duration. The schedule shall be composed of seven (7), eight (8), ten (10), twelve (12), twelve and one half (12 ½) hour shifts or a combination thereof.
- 33.03 System Response Representative shall work either ten (10) or twelve (12) hour shifts or a combination thereof.
- 33.04 Station Response Representative shall work either eight (8) or twelve (12) hour shifts or a combination thereof.
- 33.05 Power System Controller shall work either seven (7), eight (8), ten (10), twelve (12), twelve and one half (12 ½) hour shifts or a combination thereof.
- 33.06 Trouble Dispatcher shall work either eight (8), or twelve (12) hour shifts or a combination thereof.
- 33.07 Fleet and Equipment Operation Department shift workers shall work eight (8) and ten (10) hour shifts.
- 33.08 Field Service Representative shall work an eight (8) hour shift.

33.09 Shift employees start times are as follows:

7 Hour Shift

Days 07:00 to 09:00

Afternoons: 14:00 to 16:00

Nights 21:00 to 23:00

8 Hour Shift

Days 07:00 to 09:00

Afternoons: 15:00 to 17:00

Nights 23:00 to 01:00

10 Hour Shift

Days 06:00 to 08:00

Afternoons: 16:00 to 18:00

12 Hour Shift

Days 06:00 to 08:00

Afternoons: 12:00 to 14:00

Nights 18:00 to 20:00

12 ½ Hour Shift

Days 07:00 to 09:00

Afternoons: 12:00 to 14:00

Nights 18:00 to 20:00

Schedules

33.10

- (a) All shift employees' hours of work and days off shall follow the posted master schedule, except for employees (to a maximum of four) posted as spare or **employees (to a maximum of eight) posted as relief per location.** Master schedules shall be posted for a six (6) month duration.
- (b) Changes to the master schedule for operational purposes may be made after eight (8) weeks notice in writing to the Union and the affected employees.

- (c) Changes to the master schedule for training purposes may be made after two (2) weeks notice to the affected employee, or some shorter period of time with the consent of the affected employee. These changes shall only affect the employee being trained.
- (d) With the approval of the Employer qualified employees may trade shifts provided notice is submitted, in writing, to their Employer and signed by both affected employees twenty-four (24) hours in advance of the requested shift change. Approval for requested shift change shall not be unreasonably withheld.
- (e) The summer work schedule for all shift employees shall be posted by May 1<sup>st</sup> of each year.
- (f) The weekly shift schedule for the hours of work shall be posted by 3:00 p.m. on Wednesday.
- (g) The posted master shift schedule will contain the following information:
  - regular shift employees' names;
  - start and stop time of the shifts;
  - spares and reliefs;
  - assigned shifts;
  - scheduled off days.

Shift Differentials

- 33.11 Rates Listed in Schedule O for shift employees who work on a seven (7) day rotating shift schedule which includes weekends and or public holidays shall be increased by a shift differential of 6%, and shall be applied for all hours paid. For fringe benefits, this premium shall be considered as part of the basic rate.

- 33.12 For employees working on a rotating shift schedule which does not include weekends **or public holidays** will receive seventy (70) cents per hour **for all hours paid. For fringe benefits, this premium shall be considered as part of the basic rate.** This section does not apply to an employee who is receiving overtime or other premium pay and shift premiums shall not be stacked.

Standby Period

- 33.13 Standby period applies only to those employees in a classification who have been placed on a Standby list. Standby time commences at normal stopping time of the workday and terminates at the regular starting time of the next working day.

Standby periods for employees detailed on the Standby List may be from one (1) to seven (7) days in length. Payment shall be at **three (3)** hours at straight time pay for each day on standby on a weekend and/or public holiday and one and a half (1 ½) hours at straight time pay for other week days on standby, plus in all cases, regular overtime rates for overtime worked.

Standby list shall be posted by **March 1<sup>st</sup> and September 1<sup>st</sup> of each year and will commence on March 31<sup>st</sup> and September 30<sup>th</sup> respectively.**

Overtime

- 33.14 Regular work of the Employer is conducted seven days in the week and overtime results when employee is required to work beyond regular work hours, (see Hours of Work) or as defined in the following overtime Articles. An employee on overtime work is not expected to work longer than s/he can perform her/his duties safely and efficiently.

Termination of the work period is at the discretion of the Certified Crew Leader, but no employee shall work continuously for more than twenty-four (24) hours and a period of at least eight (8) hours must elapse before the employee is recalled for further work.

Absence with Pay

- 33.15 An employee on overtime for a minimum of six (6) hours, terminating between four (4) and seven (7) hours preceding her/his normal starting time of a regular work day, shall remain away from work until the beginning of the latter half of her/his regular work day.

An employee on overtime for a minimum of six (6) hours, terminating less than four (4) hours preceding her/his normal starting time of a regular work day shall remain away from work for the balance of that day. Employee so absent shall not suffer any loss of straight-time pay for the scheduled hours not worked in her/his regular working day.

- 33.16 During circumstances of extreme emergency, Article 33.15 shall not apply.

- 33.17 Overtime shall be allotted among the employees as equitably as practicable among the employees within a district or department. The Employer shall maintain overtime records and the Union Steward shall have access to the record of her/his Department or Section. When an employee is permitted by the Employer to decline overtime, she shall be recorded as having had the opportunity. This provision does not apply to employees residing outside the boundaries of the City of Toronto.

33.18 Call-out includes travel allowance as outlined in **provision 33.31 and total amount paid for the calls is not less than two hours' premium time.**

33.19

(a) The Employer will make every effort to avoid requiring pre-arranged overtime without twenty-four (24) hours' notice. If an employee is scheduled to work pre-arranged overtime and s/he is notified during her/his off hours that the pre-arranged job has been cancelled, s/he shall be paid two (2) hours' premium time.

(b) When an overtime work period is broken up by up to five (5) hours because continuous work is not required, the employees shall be provided alternate work or shall stand by at premium time until work is resumed.

Non-Shift

Monday to Friday

33.20 When required to continue working on her/his regular working day after her/his regular stopping time, is paid at double time until released.

33.21

(a) When called out on her/his regular working day less than four (4) hours before her/his regular starting time, is paid at double time for the period before her/his regular starting time, straight time for the scheduled working hours and at double time until released.

(b) When called out on her/his regular working day, four (4) hours or more before her/his regular starting time, is paid at double time until released.

33.22 Time worked in excess of eight (8) hour day during regularly scheduled meal period, is paid at double time.

33.23 Saturday and Sunday  
Time worked is paid as follows:  
0001 hours to 2400 hours at double time.

33.24 Public Holiday  
Time worked is paid as follows:  
0001 hours to 2400 hours at double time, plus normal as provided under Public Holiday.

*Shift*

Regular Working Day

33.25  
(a) When required to continue working beyond her/his scheduled shift after her/his regular stopping time is paid at double time until released.

(b) Except in cases of extreme emergency, it is expected that shift workers working in shift longer than eight (8) hours will call for relief at the site if the time required to complete the work appears to extend beyond the normal stop time.

33.26  
(a) When called out less than four (4) hours before her/his scheduled shift, is paid at double time for the period before her/his regular starting time, straight time for the scheduled working hours and at double time until released.

(b) When called out four (4) hours or more before her/his scheduled shift, is paid at double time until released.

33.27 Time worked on scheduled off-days is paid at double time.



Public Holiday

33.28

- (a) Hours worked by shift employees on regular shift on an observed Public Holiday are paid at double time and receive a day in lieu unless Public Holidays have been provided for in the shift schedule.
- (b) Hours worked by employees working twelve (12) hour shifts, seven (7) day rotating schedule on regular shift on an observed Public Holiday are paid at straight time.

33.29

Shift and Non-Shift employees 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 at straight-time for the overtime hours worked and accumulating lieu time hours, equivalent to the actual hours worked, to a maximum of **fifty (50) hours a year to a maximum bank of one hundred (100) hours** within the term of the Agreement.

For shift employees whose normal work day is more than eight (8) hours lieu time shall be taken in conjunction with scheduled vacation.

33.30

When accumulated lieu time is not taken, the employee shall be reimbursed at the end of the term of the Agreement in an amount equivalent to accumulated lieu time not taken. Payment shall be at the employee's current rate of pay in effect at the end of the term of Agreement.

Travel Time

- 33.31 Travel time to and from duty report points designated by the Employer is not allowed except as follows:
- (a) Employee called out for immediate report shall be paid from time of call, plus a half (1/2) hour at double time to return home, except payment for returning home does not apply when the work terminates at normal stopping time. Responsibility for infringement of travel time rests with the Certified Crew Leader/Employer.
  - (b) Employee working in area not served by the Employer reports at area limits not earlier than 8:00 a.m. and ceases work at area limits not later than 5:00 p.m.
  - (c) One half (1/2) hour at double time allowance to and from employee's home on prearranged overtime or when reported for duty and instructed to return at a time later in the day. This shall not apply when the prearranged overtime results in an extension or early commencement of a regular work day/shift.
- N.B. Transportation is supplied within the City of Toronto to and from work, during such hours after Midnight as convenient public transportation is unavailable.

The above shall not apply to employees residing outside the boundaries of City of Toronto. These employees shall be paid travel time of one half (1/2) hour at double time when called out for immediate report and one half (1/2) hour to return home. Payment for returning home does not apply when the work terminates at normal stopping time.

Meal Allowance

Effective February 1, 2006 the meal allowance shall be **\$12.50**. Effective February 1, 2007 the meal allowance shall be **\$13.00**. Effective February 1, 2008 the meal allowance shall be **\$13.50**.

33.32 Meal allowance is provided as follows:

- (a) Employee continuing working past her/his regular stop time, circumstances permitting, shall eat her/his first meal at normal stop time and at intervals thereafter of four (4) hours. Meals shall be calculated from normal stop time. Employee must work two (2) hours past her/his last meal period to be paid for same.
- (b) Employee called back for emergency work three (3) hours or more and at intervals thereafter of not less than four (4) hours until released.
- (c) Employee working prearranged overtime on her/his off days more than eight (8) hours and at intervals thereafter of not less than four (4) hours until released.
- (d) There shall be no loss of time when meals provided above are taken. It is understood that responsibility for length of meal time rests with the Certified Crew Leader/Employer.

Mileage Allowance

33.33 The Employer shall provide employees who are authorized to use their own automobile on Employer's business up to \$300.00 per contract year to cover the difference in insurance premium cost between pleasure and business driving. Employees are required to maintain a minimum of \$1,000,000 Public Liability and Property Damage Coverage.

Employees shall be reimbursed **45** cents per kilometre for all kilometres travelled while on Employer's business. Conversion factor is 1 mile = 1.6 kilometres.

The rate paid per kilometre is related to changes in the Private Transportation Index (P.T.I.) component of the Consumer Price Index of Canada (1992 = 100) **for Ontario**. The P.T.I. base figure is **149.3** points (**January 31, 2006**) and for each 11.9 points increase an additional one (1) cent per kilometre shall be paid.

The effective date for changes in rate paid will be the first of the month following the month in which the index is published.

Break Periods

- 33.34 Two fifteen (15) minutes break periods will be allowed all employees each regular working day. For shift employees whose normal work day is more than eight (8) hours an additional break period of fifteen (15) minutes will be allowed. These periods will be arranged in such a way as to prevent inconvenience to the customers or disruption of work.

Parking & Telephone Charges

- 33.35 The Employer shall refund the cost of public pay telephone calls while on Employer's business.

The Employer shall refund the cost of parking meter or parking lot charges incurred while travelling on Employer's business.

ARTICLE 34

**TERM OF AGREEMENT**

- 34.01 This Agreement is effective from the first (1<sup>st</sup>) day of **February 2006**, to the thirty-first (31<sup>st</sup>) day of **January 2009**, and from year to year thereafter unless either party give notice in writing not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of **January 31, 2009**.
- 34.02 Job classifications, wage rates, progressions and classification conditions for Outside employees are set forth in Schedule O, attached and form part of this Agreement.

34.03 Effective **December 17, 2005** there will be a general increase of **3.5%** on the rates in effect on **February 1, 2005**. Effective **February 1, 2007**, there will be a general wage increase of **3.25%** on the rates in effect on **January 31, 2007**. Effective **February 1, 2008**, there will be a general wage increase of **3.25%** on the rates in effect on **January 31, 2008**. These adjustments to wages shall apply to all employees on the payroll in the bargaining unit.

#### COLA

The following two Cost of Living Escalator paragraphs are operative during the second and third years of this Agreement. The following two cost of living paragraphs will operate from **February 1, 2007, until January 31, 2009**.

The following Cost of Living Escalator clause shall be applicable to all employees covered by the Agreement and shall provide for an adjustment of wages upwards or downwards of **1%** for each full **1%** change in the Statistics Canada Consumer Price Index for Toronto (1992 = 100). The Index Figure published in January **2007** is to be the base for calculating adjustments. This escalator clause will not be effective unless the Consumer Price Index for Toronto exceeds the wage adjustment for the second year, i.e. **3.25%** by **1%**, at which time there will be a **1%** general increase. This shall be made effective commencing the first payroll period following the publication date in the month in which the Consumer Price Index is published. Adjustments thereafter will be made in a similar manner every two (2) months. No adjustment upward or downward shall be made if the change in the Consumer Price Index for Toronto is less than **1%**.

The index figure published in January **2008** is to be the last index figure utilized for adjustment purposes under this second year Cost of Living Adjustment clause. No downward adjustment shall be made to reduce wages below the level paid in the first month of the second year of the Agreement because of changes in the Consumer Price Index for Toronto.

**34.04**

- (a) In the event that the Employer and the Union negotiate a Collective Agreement for a term of more than two years, 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.
  
- (b) Such three-year contract includes an escalator clause in the third year of the Agreement which provides for an adjustment of wages upwards or downwards of 1% for each full 1% change in the Statistics Canada Consumer Price Index for Toronto (1992=100). The index figure published in January **2008** is to be the base for calculating adjustments.

This escalator clause will not be effective unless the Consumer Price Index for Toronto exceeds the wage adjustments for the third year, i.e. **3.25%** by 1%, at which time there will be a 1% general increase. This shall be made effective commencing the first payroll period following the publication date in the month in which the Consumer Price Index is published. Adjustments thereafter will be made in a similar manner every two (**2**) months. No adjustment upward or downward shall be made if the change in the Consumer Price Index for Toronto is less than 1%.

The index figure published in January **2009** is to be the last index figure utilized for adjustment purposes under this clause. No downward adjustment shall be made to reduce wages below the level paid in the first month of the third year of such Agreement because of changes in the Consumer Price Index for Toronto during the life of this Agreement.

- 34.05** The wage and benefit provisions of this Agreement include any rebates payable to the employee under present OHIP legislation and Employment Insurance legislation.

Printing of the Agreement

- 34.06 Printing of this Agreement **shall** be in **a** union shop and is at Employer's expense and the Union is supplied in sufficient quantity for distribution to Union membership.

34.07 This Agreement is executed and delivered this 18th day of July, 2006.

Signed on behalf of the Toronto Hydro:

Original signed by:

Ave Lethbridge

Bob King

JS Couillard

David Grant

Dino Priore

Helia Ralph

Witness: David S. O'Brien

Signed on behalf of Local No. 1 Canadian Union of Public Employees:

Original signed by:

Bruno Silano

John Camilleri

Pauline Niles

Russ Letson

David Carrington

Chris Hood

Witness: Victor Demelo



## OPERATING PROCESS FOR SCHEDULE O

N.B. Where the term “classification seniority”, “progression”, “progression series” or “progression sequence” is used in this Collective Agreement it shall apply only to the following classifications for the purpose of Job Posting and Vacancy and Temporary Transfer:

Custodian A – from Custodian  
Cement Finisher – from Utility Hand\*\*\*/  
Construction Hand  
Senior Material Handler – from Material Handler  
Linestaker – from Linestaker Assistant  
Senior Service Representative – from Field Service Representative  
Chargehand, Water Heater – from Assembler, Water Heater  
Chargehand, Chamber Maintenance – from Utility Hand  
Chargehand, Construction – from Cement Finisher  
Chargehand, Building Services – from Painter or Building Mechanic A  
Chargehand, Cable – from Cable Installer  
Senior Fleet Mechanic – from Fleet Mechanic  
Driver/Operator – from Driver  
Warehouse Dispatch Clerk – comes from Senior Material Handler or Material Handler  
MCO/Heavy Equipment Operator – from Driver/Operator  
Lead Hand, Street Lights – from St. Lt. Line Service Technician  
Station Response Representative - from Certified Substation Electrician  
System Response Representative – from Certified Power Line Person  
Parts & Inventory Clerk, Fleet – from Fleet Utility Hand

Progression into the above positions is on the basis of the occurrence of a vacancy, which will be determined at the discretion of the Employer.

## **Other – Progression for Electrical Trades (MEA)**

Jointer  
Electrical Mechanic  
Power Cable Person  
Certified Power Line Person  
Certified Substation Electrician  
Certified Meter Mechanic/Tester  
Power System Controller

Progression to the above positions will be on the basis of established time frames, completion of necessary training and work tests. Initial entry into the above noted classifications will be on the basis of a job vacancy, which will be determined at the discretion of the Employer.

**N.B.** All other classifications listed in Schedule O will be posted.

This document shall form part of Schedule O.

**Schedule O**  
**Jab Classifications and Wage Rates**  
(effective December 17, 2005 to January 31, 2007)

Classification	Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo	42 Mo	48 Mo	54 Mo
Labourer	\$20.90	\$22.41		\$23.94						
Custodian	\$20.90	\$22.60		\$24.26						
Linestaker Assistant	\$20.90	\$22.82		\$24.72						
Utility Hand ***	\$20.90	\$22.82		\$24.73						
Ground Person	\$20.90	\$23.19		\$25.47						
Driver	\$20.90	\$23.26		\$25.60						
Assembler, Water Heater	\$20.90	\$23.26		\$25.60						
<b>Night Patrol Person</b>	<b>\$20.90</b>	<b>\$23.26</b>		<b>\$25.60</b>						
Custodian A	\$24.91	\$25.60								
Meter Person	\$23.26	\$24.76		\$26.24						
Meter Reader	\$23.26	\$24.76		\$26.24						
Fleet Utility Hand	\$23.26	\$24.83		\$26.37						
Driver/ Operator	\$23.26	\$24.83		\$26.37						
Field Collector	\$24.83	\$25.79		\$26.78						
Pit Inspector	\$24.83	\$26.04		\$27.23						
Cable Installer	\$24.83	\$26.04		\$27.23						
Meter Stock Hand	\$24.83	\$26.04		\$27.23						
Cement Finisher	\$24.83	\$26.04		\$27.23						
Meter Reader A	\$24.83	\$25.79		\$26.78		\$27.78				
Office Clerk, Stores	\$24.83	\$25.79		\$26.78		\$27.78				
<b>MCO/Heavy Equipment</b>										
Operator	\$25.79	\$25.97		\$26.97		\$27.90				
St Lt Maintainer	\$25.79	\$25.97		\$26.97		\$27.90				
Material Handler	\$26.04	\$26.78		\$27.56		\$28.32				
St Lt Line Service Technician	\$26.04	\$27.04		\$28.05		\$29.05				
Dispatcher, Locates	\$24.75	\$26.33		\$27.82		\$29.05				
Senior Material Handler	\$28.69	\$29.05								
Charge Hand, Water Heater	\$26.52	\$27.42		\$28.31		\$29.21				
Charge Hand, Chamber Metric	\$26.52	\$27.42		\$28.31		\$29.21				
Meter Installer	\$26.52	\$27.42		\$28.31		\$29.25				
Warehouse Dispatch Clerk	\$22.09	\$23.55		\$26.52		\$29.45				
Linestaker	\$27.40	\$28.39		\$29.38		\$30.40				
Transformer Maintainer	\$27.40	\$28.39		\$29.38		\$30.45				
<b>Parts &amp; Inventory Clerk, Fleet</b>	<b>\$27.40</b>	<b>\$28.39</b>		<b>\$29.38</b>		<b>\$30.45</b>				
Equipment Distribution Person	\$27.40	\$28.39		\$29.38		\$30.45				
Trouble Dispatcher	\$24.26	\$24.97		\$26.39		\$27.82		\$29.24		\$30.66
Field Inspector	\$24.97	\$25.70		\$27.16		\$28.62		\$29.24		\$30.66
Senior Service Representative	\$24.97	\$25.75		\$27.34		\$28.94		\$30.50		\$32.76
Lead Hand, Street Lights	\$29.86	\$30.65		\$31.46		\$32.60				
Field Service Representative	\$23.87	\$25.48		\$28.65		\$31.85				

Schedule O										
Job Classifications and Wage Rates										
(effective December 17, 2005 to January 31, 2007)										
Classification	Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo	42 Mo	48 Mo	54 Mo
Fitter, Fleet	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Carpenter	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Welder	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Machinist	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Painter	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Forester	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Maintenance Electrician	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Plumber	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Celt Substation Electrician	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Cert Meter Mechanic / Tester	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Cert Power Line Person	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Power Cable Person	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Jointer	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Electrical Mechanic	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Line Protection Technical Advisor	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Fleet Mechanic	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Building Mechanic A	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
<b>Building System Technician</b>	\$26.12	\$26.92		\$28.52		\$30.13		\$31.71		\$33.32
Charge Hand, Bldg Services	\$31.21	\$32.04		\$32.88		\$33.72				
Charge Hand, Construction	\$28.57	\$29.91		\$31.25		\$32.58				
Charge Hand, Cable	\$28.57	\$29.91		\$31.25		\$32.58				
Charge Hand, Pole installation	\$28.57	\$29.91		\$31.25		\$32.58				
System Response Rep	\$34.92									
Building Maintainer AA	\$34.09	NOTE: 35 hour work week								
Senior Fleet Mechanic	\$34.08		\$35.21		\$35.65					
Substation Technician	\$26.12	\$		\$29.73		\$32.13		\$34.53		\$36.93
Crew Leader, Cable	\$35.81	\$36.70		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Construction	\$35.81	\$36.70		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Pit Inspection	\$35.81	\$36.70		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Maintenance	\$35.81	\$36.70		NOTE: rate increase based on 600 hours performing the job						
Cert Crew Leader, Line	\$36.95	\$37.85		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Power Cable	\$36.95	\$37.85		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Elec Mechanic	\$36.95	\$37.85		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Jointer	\$36.95	\$37.85		NOTE: rate increase based on 600 hours performing the job						
Celt Crew Leader, Stations	\$36.95	\$37.85		NOTE: rate increase based on 600 hours performing the job						
Celt Crew Leader, Meter	\$36.95	\$37.85		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Bldg Services	\$36.95	\$37.85		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Machine Shop	\$36.95	\$37.85		NOTE: rate increase based on 600 hours performing the job						
<b>Cert. Crew Leader. Substn Tech</b>	\$36.95	\$37.85		<b>NOTE: rate Increase based on 600 hours performing the job</b>						
<b>Crew Leader, Line Protection</b>	\$36.95	\$37.85								

Classification	Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo	42 Mo	48 Mo	54 Mo
Field Project Facilitator	<b>\$36.95</b>	<b>\$37.85</b>								
Metering Technician	\$28.49	\$29.46		\$31.41		\$33.33		\$35.27		\$37.23
Infrastructure Occupancy Rep	\$28.49	\$29.46		\$31.41		\$33.33		\$35.27		\$37.23
P&C Technician	\$26.00	\$27.31		\$29.97		\$32.65		\$35.28		\$37.95
Power System Scheduler	<b>\$26.00</b>	<b>\$27.31</b>		<b>\$29.97</b>		<b>\$32.65</b>		<b>\$35.28</b>		<b>\$37.95</b>
Power System Controller	\$33.33	\$34.21		\$35.99		\$37.77		\$39.56		\$41.36

Students – Clerical		35 Hrs				\$16.33				
Students – Field		40 Hrs				\$14.98				
Students – Technical		40 Hrs				\$14.98				
Students - Sr. Technical		40 Hrs				\$17.32				

**Schedule O**  
**Job Classifications and Wage Rates**  
**(effective February 1, 2007 to January 31, 2008)**

Classification	Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo	42 Mo	48 Mo	54 Mo
Labourer	\$21.58	\$23.14		\$24.72						
Custodian	\$21.58	\$23.34		\$25.05						
Linestaker Assistant	\$21.58	\$23.56		\$25.52						
Utility Hand ***	\$21.58	\$23.56		\$25.53						
Ground Person	\$21.58	\$23.95		\$26.30						
Driver	\$21.58	\$24.01		\$26.43						
Assembler, Water Heater	\$21.58	\$24.01		\$26.43						
<b>Night Patrol Person</b>	<b>\$21.58</b>	<b>\$24.01</b>		<b>\$26.43</b>						
Custodian A	\$25.72	\$26.43								
Meter Person	\$24.01	\$25.56		\$27.09						
Meter Reader	\$24.01	\$25.56		\$27.09						
Fleet Utility Hand	\$24.01	\$25.64		\$27.23						
Driver / Operator	\$24.01	\$25.64		\$27.23						
Field Collector	\$25.64	\$26.63		\$27.65						
Pit Inspector	\$25.64	\$26.89		\$28.12						
Cable Installer	\$25.64	\$26.89		\$28.12						
Meter Stock Hand	\$25.64	\$26.89		\$28.12						
Cement Finisher	\$25.64	\$26.89		\$28.12						
Meter Reader A	\$25.64	\$26.63		\$27.65		\$28.68				
Office Clerk, Stores	\$25.64	\$26.63		\$27.65		\$28.68				
<b>MCO/Heavy Equipment</b>										
Operator	\$26.63	\$26.81		\$27.85		\$28.81				
St Lt Maintainer	\$26.63	\$26.81		\$27.85		\$28.81				
Material Handler	\$26.89	\$27.65		\$28.46		\$29.24				
St Lt Line Service Technician	\$26.89	\$27.92		\$28.96		\$30.00				
Dispatcher, Locates	\$25.55	\$27.19		\$28.72		\$30.00				
Senior Material Handler	\$29.62	\$30.00								
Charge Hand, Water Heater	\$27.38	\$28.31		\$29.23		\$30.16				
Charge Hand, Chamber Mtce.	\$27.38	\$28.31		\$29.23		\$30.16				
Meter Installer	\$27.38	\$28.31		\$29.23		\$30.20				
Warehouse Dispatch Clerk	\$22.80	\$24.31		\$27.38		\$30.40				
Linestaker	\$28.29	\$29.31		\$30.34		\$31.39				
Transformer Maintainer	\$28.29	\$29.31		\$30.34		\$31.44				
<b>Parts &amp; Inventory Clerk, F</b>	<b>\$28.29</b>	<b>\$29.31</b>		<b>\$30.34</b>		<b>\$31.44</b>				
Equipment Distribution Person	\$28.29	\$29.31		\$30.34		\$31.44				
Trouble Dispatcher	\$25.05	\$25.79		\$27.25		\$28.72		\$30.19		\$31.65
Field Inspector	\$25.79	\$26.53		\$28.04		\$29.55		\$30.19		\$31.65
Senior Service Representative	\$25.79	\$26.59		\$28.23		\$29.88		\$31.49		\$33.84
Lead Hand, Street Lights	\$30.83	\$31.64		\$32.49		\$33.66		\$0.00		\$0.00
Field Service Representative	\$24.64	\$26.31		\$29.58		\$32.88		\$0.00		\$0.00

Schedule O										
Job Classifications and Wage Rates										
(effective February 1, 2007 to January 31, 2008)										
Classification	Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo	42 Mo	18 Mo	54 Mo
Fitter, Fleet	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Carpenter	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Welder	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Machinist	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Painter	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Forester	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Maintenance Electrician	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Plumber	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Celt Substation Electrician	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Celt Meter Mechanic / Tester	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Cert Power Line Person	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Power Cable Person	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Jointer	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Electrical Mechanic	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Line Protection Technical Advisor	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Fleet Mechanic	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Building Mechanic A	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Building System Technician	\$26.97	\$27.80		\$29.45		\$31.11		\$32.74		\$34.40
Charge Hand, Bldg Services	\$32.22	\$33.09		\$33.95		\$34.82				
<b>Charge Hand, Substation</b>	<b>\$29.49</b>	<b>\$30.88</b>		<b>\$32.26</b>		<b>\$33.64</b>				
Charge Hand, Cable	\$29.49	\$30.88		\$32.26		\$33.64				
<b>Charge Hand, Pole Installation</b>	<b>\$29.49</b>	<b>\$30.88</b>		<b>\$32.26</b>		<b>\$33.64</b>				
System Response Rep	\$36.06									
Building Maintainer AA	\$35.20	NOTE: 35 hour work week								
Senior Fleet Mechanic	\$35.19		\$36.36		\$36.80					
Substation Technician	\$26.97	\$28.20		\$30.69		\$33.17		\$35.65		\$38.13
Crew Leader, Cable	\$36.97	\$37.89		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Construction	\$36.97	\$37.89		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Pit Inspection	\$36.97	\$37.89		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Maintenance	\$36.97	\$37.89		NOTE: rate increase based on 600 hours performing the job						
Cert Crew Leader, Line	\$38.15	\$39.08		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Power Cable	\$38.15	\$39.08		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Elec Mechanic	\$38.15	\$39.08		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Jointer	\$38.15	\$39.08		NOTE: rate increase based on 600 hours performing the job						
Cert Crew Leader, Stations	\$38.15	\$39.08		NOTE: rate increase based on 600 hours performing the job						
Celt Crew Leader, Meter	\$38.15	\$39.08		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Bldg Services	\$38.15	\$39.08		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Machine Shop	\$38.15	\$39.08		NOTE: rate increase based on 600 hours performing the job						
<b>Cert. Crew Leader, Substn Tech</b>	<b>\$38.15</b>	<b>\$39.08</b>		<b>NOTE: rate Increase based on 600 hours performing the job</b>						

**Schedule O**  
**Job Classifications and Wage Rates**  
**(effective February 1, 2007 to January 31, 2008)**

Classification	Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo	42 Mo	48 Mo	54 Mo
<b>Crew Leader, Line Protection</b>	\$38.15	\$39.08								
<b>Field Project Facilitator</b>	\$38.15	\$39.08								
Metering Technician	\$29.42	\$30.41		\$32.43		\$34.41		\$36.42		\$38.44
Infrastructure Occupancy Rep	\$29.42	\$30.41		\$32.43		\$34.41		\$36.42		\$38.44
P&C Technician	\$26.84	\$28.20		\$30.95		\$33.72		\$36.43		\$39.19
<b>Power System Scheduler</b>	<b>\$26.84</b>	<b>\$28.20</b>		<b>\$30.95</b>		<b>\$33.72</b>		<b>\$36.43</b>		<b>\$39.19</b>
Power System Controller	\$34.41	\$35.32		\$37.16		\$38.99		\$40.84		\$42.70

Students– Clerical		35 Hrs		\$16.86
Students– Field		40 Hrs		\$15.46
Students– Technical		40 Hrs		\$15.46



**Schedule O**  
**Job Classifications and Wage Rates**  
**(effective February 1, 2008 to January 31, 2009)**

Classification	Start	6 Mo	12 Mo	18 Mo	24 Mo	30 MO	36 MO	42 MO	48 MO	54 Mo
Labourer	\$22.28	\$23.89		\$25.52						
Custodian	\$22.28	\$24.10		\$25.86						
Linestaker Assistant	\$22.28	\$24.33		\$26.35						
Utility Hand ***	\$22.28	\$24.33		<del>\$26.96</del>						
Ground Person	\$22.28	\$24.73		<b>\$27.15</b>						
Driver	\$22.28	\$24.79		<b>\$27.29</b>						
Assembler, Water Heater	\$22.28	\$24.79		\$27.29						
Night Patrol Person	<b>\$22.28</b>	<b>\$24.79</b>		<b>\$27.29</b>						
Custodian A	\$26.56	\$27.29								
Meter Person	\$24.79	\$26.39		\$27.97						
Meter Reader	\$24.79	\$26.39		\$27.97						
Fleet Utility Hand	\$24.79	\$26.47		\$28.11						
Driver / Operator	\$24.79	\$26.47		\$28.11						
Field Collector	\$26.47	\$27.50		\$28.54						
Pit Inspector	\$26.47	\$27.76		\$29.03						
Cable Installer	\$26.47	\$27.76		\$29.03						
Meter Stock Hand	\$26.47	\$27.76		\$29.03						
Cement Finisher	<b>\$26.47</b>	<b>\$27.76</b>		\$29.03						
Meter Reader A	\$26.47	\$27.50		\$28.54		\$29.61				
Office Clerk, Stores	\$26.47	\$27.50		\$28.54		\$29.61				
MCO/Heavy Equipment Operator	\$27.50	\$27.68		\$28.75		\$29.75				
St Lt Maintainer	\$27.50	\$27.68		\$28.75		\$29.75				
Material Handler	\$27.76	\$28.54		\$29.38		\$30.19				
St Lt Line Service Technician	\$27.76	\$28.83		\$29.90		\$30.97				
Dispatcher, Locates	\$26.38	\$28.07		\$29.66		\$30.97				
Senior Material Handler	\$30.59	\$30.97								
Charge Hand, Water Heater	\$28.27	\$29.23		\$30.18		\$31.14				
Charge Hand, Chamber Mtce.	\$28.27	\$29.23		\$30.18		\$31.14				
Meter Installer	\$28.27	\$29.23		\$30.18		\$31.18				
Warehouse Dispatch Clerk	\$23.55	\$25.10		\$28.27		\$31.39				
Linestaker	\$29.21	\$30.27		\$31.32		\$32.41				
Transformer Maintainer	\$29.21	\$30.27		\$31.32		\$32.46				
Parts & Inventory Clerk, Fleet	<b>\$29.21</b>	<b>\$30.27</b>		<b>\$31.32</b>		<b>\$32.46</b>				
Equipment Distribution Person	\$29.21	\$30.27		\$31.32		\$32.46				
Trouble Dispatcher	\$25.86	\$26.62		\$28.14		\$29.66		\$31.17		\$32.68
Field Inspector	\$26.62	\$27.40		\$28.95		\$30.51		\$31.17		\$32.68
Senior Service Representative	\$26.62	\$27.45		\$29.15		\$30.85		\$32.52		\$34.94
Lead Hand, Street Lights	\$31.83	\$32.67		\$33.54		\$34.76				
Field Service Representative	\$25.44	\$27.16		\$30.54		\$33.95				

**Schedule O**  
**Job Classifications and Wage Rates**  
**(effective February 1, 2008 January 31, 2009)**

Classification	Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo	42 Mo	48 Mo	54 Mo
Fitter, Fleet	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Carpenter	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Welder	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Machinist	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Painter	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Forester	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Maintenance Electrician	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Plumber	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Cert Substation Electrician	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Cert Meter Mechanic/ Tester	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Cert Power Line Person	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Power Cable Person	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Jointer	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Electrical Mechanic	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Line Protection Technical Advisor	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Fleet Mechanic	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Building Mechanic A	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Building System Technician	\$27.85	\$28.70		\$30.41		\$32.12		\$33.81		\$35.52
Charge Hand, Bldg Services	\$30.27	\$31.16		\$32.05		\$32.95				
Charge Hand, Construction	\$30.45	\$31.89		\$33.31		\$34.73				
(Charge Hand, Cable /Charge Hand, Pole Installation	\$30.45	\$31.89		\$33.31		\$34.73				
System Response Rep	\$37.23									
Building Maintainer AA	\$36.34	NOTE: 35 hour work week								
Senior Fleet Mechanic	\$36.33		\$37.54		\$38.00					
S Technician	\$27.85	\$29.12		\$31.69		\$34.25		\$36.81		\$39.37
Crew Leader, Cable	\$38.18	\$39.13		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Construction	\$38.18	\$39.13		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Pit Inspection	\$38.18	\$39.13		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Maintenance	\$38.18			NOTE: rate increase based on 600 hours performing the job						
Cert Crew Leader, Line	\$39.39	\$40.35		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Power Cable	\$39.39	\$40.35		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Elec Mechanic	\$39.39	\$40.35		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Jointer	\$39.39	\$40.35		NOTE: rate increase based on 600 hours performing the job						
Cert Crew Leader, Stations	\$39.39	\$40.35		NOTE: rate increase based on 600 hours performing the job						
Cert Crew Leader, Meter	\$39.39	\$40.35		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Bldg Services	\$39.39	\$40.35		NOTE: rate increase based on 600 hours performing the job						
Crew Leader, Machine Shop	\$39.39	\$40.35		NOTE: rate increase based on 600 hours performing the job						
<b>Cert. Crew Leader, Substn Tech</b>	<b>\$39.39</b>	<b>\$40.35</b>		<b>NOTE: rate Increase based on 600 hours performing the job</b>						

Schedule O Job Classifications and Wage Rates (effective February 1, 2008 to January 31, 2009)										
Classification	Start	6 Mo	12 Mo	18 Mo	24 Mo	30 Mo	36 Mo	42 Mo	48 Mo	54 Mo
<b>Crew Leader, Line Protection</b>	<b>\$39.39</b>	<b>\$40.35</b>								
<b>Field Project Facilitator</b>	<b>\$39.39</b>	<b>\$40.35</b>								
Metering Technician	\$30.38	\$31.40		\$33.49		\$35.53		\$37.60		\$39.69
Infrastructure Occupancy Rep	\$30.38	\$31.40		\$33.49		\$35.53		\$37.60		\$39.69
P&C Technician	\$27.72	\$29.12		\$31.95		\$34.81		\$37.61		\$40.46
<b>Power System Scheduler</b>	<b>\$27.72</b>	<b>\$29.12</b>		<b>\$31.95</b>		<b>\$34.81</b>		<b>\$37.61</b>		<b>\$40.46</b>
Power System Controller	\$35.53	\$36.47		\$38.36		\$40.26		\$42.17		\$44.09

Schedule O Job Classifications and Wage Rates (effective February 1, 2008 to January 31, 2009)			
Students - Clerical		35 Hrs	\$17.41
Students - Field		40 Hrs	\$15.97
Students - Technical		40 Hrs	\$15.97
Students. Sr. Technical		40 Hrs	\$18.46

## LETTER OF INTENT #1

TORONTO HYDRO

December 17, 2002

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Resource Balancing

This will confirm our discussions during negotiations that in order to minimize disruption to employees and operations resulting from employee surplus, the parties have agreed to a Resource Balancing process as set out below.

The Employer and the Union will mutually agree before utilizing the Resource Balancing process.

When the Employer determines that there is a surplus of employees, due to shortage of work, the Employer will provide notice to the Union under Retrogression Article 31.01.

The Employer will, during the two (2) month notice period, review the status of vacancies in the organization to determine if there is an opportunity to match the surplus employees with vacancies and proceed to fill those vacancies during the notice period.

Surplus employees will, on the basis of seniority and on a voluntary basis, be offered the opportunity to fill any vacancy for which they are qualified. The requirement to post notice of such vacancy under Article 10.01 (d) is waived during the Resource Balancing process. Employee shall receive an increase as follows:

- (a) If the present rate is below minimum rate of new classification, s/he shall receive minimum rate of new classification; new anniversary date.

- (b) If present rate is within the wage range of new classification, s/he shall be paid at the next step in the new classification which is closest to their existing rate of pay, providing the maximum rate of the new classification is sufficiently higher to permit it; new anniversary date.
- (c) Notwithstanding the above, no employee may receive the maximum rate of a position until she has been performing satisfactorily in the position for six (6) months.

Surplus employees not placed under the Resource Balancing process will be covered by Retrogression under Article 31 of their respective Collective Agreement.

This letter will expire at the end of the term of the Collective Agreement unless renewed.

Yours truly,

David Scott,  
Vice-president, Human Resources

LETTER OF INTENT #2

TORONTOHYDRO

March 11, 1999

Mr. Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Benefit Plans of Existing Retirees

Existing retirees will retain their current benefit coverage according to their previous utility.

Yours truly,

David Scott,  
Vice-president, Human Resources

LETTER OF INTENT #3

TORONTO HYDRO

November 30, 2005

Mr. Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Compressed Work Week

This will confirm our agreement at negotiations regarding a Compressed Work Week in the Outside Collective Agreement.

The Compressed Work Week shall be established as follows:

- a Department may identify projects or activities to be scheduled on a compressed work week;
- **adequate coverage must be provided during a compressed work week;**
- **the compressed work week will generally be for the period from May to September;**
- **there shall be no compressed work week in areas where road restrictions exist;**
- employees may volunteer to be considered to work a compressed work week;
- employees shall have the right to refuse to participate in a compressed work week;
- assignment to the compressed work week will be at the discretion of the Employer, and will be provided as equitably as practicable;
- a compressed work week will not commence without four (4) weeks' notice, unless both parties agree otherwise;
- the work week shall be four (4) consecutive days, between Monday and Friday, with a start time no earlier than 6:30 a.m. and a stop time no later than 6:30 p.m. Time worked outside of the prearranged compressed work week period shall be paid in accordance with Article 33.

Article 33.01 shall not apply to employees while working a compressed work week.  
Forty (40) hour week employees shall have a one-half (1/2) hour paid lunch in  
accordance with Article 33.01;

There shall be no Compressed Work Week schedule should a Public Holiday occur in  
that week.

**Sincerely,**

**Ave Lethbridge, Vice-president  
Organizational Effectiveness**



LETTER OF INTENT #4

TORONTOHYDRO

August 30, 1999

Mr. Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Employees Presently Accommodated in the Previous 6000 Series Classifications

This will confirm our agreement to continue with the accommodation of employees from the former Toronto office who were occupied in the 6000 Series Job Classifications. The list of employees is as follows:

B. Koenig  
B. French

It is our understanding that the above is a complete list. In the event that an employee who was previously accommodated in a 6000 Series Job Classification has been excluded from the list in error, upon verification by the Employer their name will be added to the list.

Effective February 1, 1999 employees who have suffered an occupational injury or illness will be accommodated as per the Accommodation provision of the Collective Agreement.

Yours truly,

David Scott,  
Vice-president, Human Resources

**LETTER OF INTENT #5**

TORONTOHYDRO

June 17, 1999

Mr. Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

As a result of harmonization which Arbitrator Adams has ruled to have occurred in contrast to multi-skilling, employees will be required to perform new job duties or acquire new qualifications which relate to their positions. Employees who are unable, after adequate training or orientation, as the case may be, to perform such duties or acquire such new qualifications will be reasonably accommodated by the Employer by remaining in their previous job classifications and previous wage rate (and will receive all future general increases) provided the employee has engaged in all reasonable efforts to assume the new duties or acquire the new qualifications.

This understanding needs to be renewed at the expiration of the current Collective Agreement otherwise it expires.

Yours truly,

David Scott,  
Vice-president, Human Resources

LETTER OF INTENT #6

TORONTO HYDRO

April 1989

Mr. R. Fairley, President,  
C.U.P.E. Local #1,  
890 Yonge Street,  
Suite 603,  
Toronto, Ontario.  
M4W 3P4.

~~Dear~~ Mr. Fairley:

Re: Status of Incoming Tradespeople

This will confirm our agreement at negotiations regarding incoming tradespeople.

When a person is hired and enters a progression series at other than the entry level, the following shall apply:

Employees with seniority in the progression series shall become senior to the person entering the series upon achieving the same classification in the series as the person who came in at other than entry level. The Employer may, in the case of new employees, at the time of their hiring, credit the new employee with vacation and/or sick pay credits in recognition of the employee's previous service at the Employer's discretion.

Signed on behalf of the -

Signed on behalf of -

TORONTO ELECTRIC COMMISSION

LOCAL NO. 1 CANADIAN UNION  
OF PUBLIC EMPLOYEES

on the 12th day of April 1989.

on the 12th day of April 1989.

(original signed by: A. F. Thompson)

(original signed by: Robert Fairley)

Being the authorized representative of the Union.

**LETTER OF INTENT #7**

TORONTOHYDRO

**December 17, 2005**

Mr. Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Meal Allowance

Employees from the former North York and Etobicoke will receive a meal allowance of:

- **\$12.50** effective February 1, 2006
- **\$13.00** effective February 1, 2007
- **\$13.50** effective February 1, 2008

for eating at the job site under the terms of the former relevant Letters of Intent and will continue to receive such benefit for the term of this Agreement provided they are not receiving a half (1/2) hour paid lunch as per the terms of the new Collective Agreement.

Yours truly,

**Ave Lethbridge, Vice-president  
Organizational Effectiveness**

LETTER OF INTENT #8

TORONTOHYDRO

October 1, 1999

Mr. Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Fleet and Equipment Operation Department – Shift Workers

This will confirm our agreement that the Fleet and Equipment Operation Department shift employees on the 10 hour afternoon shift will start at 14:30 hours.

Yours truly,

David Scott,  
Vice-President, Human Resources

**LETTER OF INTENT #9**

TORONTOHYDRO

November 4, 1999

Mr. Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Payment for Relief and Promotion within a Progression

This will confirm our agreement to pay relief rates and transfer rates on permanent promotion within a progression as follows:

Employees performing relief or transferred on a permanent basis due to promotion to a classification with a higher maximum rate of pay within a progression will be paid the next highest rate above their current rate in the classification. The attached schedule sets out the rates paid and forms part of the Letter of Intent.

For greater clarity the Classifications which are in progressions are attached to this letter titled as Operating Process for Schedule O.

Yours truly,

David Scott,  
Vice-president, Human Resources

**Payment for Relief and Promotion within a Progression  
Progression Series - December 17, 2005**

	start	6 mos	18 mos	30 mos	42 mos	54 mos	start	6 mos	18 mos	30 mos	42 mos	start	6 mos	18 mos	30 mos	42 mos	start	6 mos	18 mos	30 mos	42 mos	
							Custodian A															
L.O.I. (Dec. 17, 2005)	\$20.90	\$22.60	\$24.26				\$24.91	\$25.60														
L.O.I. (Dec. 17, 2005)	\$20.90	\$22.82	\$24.72				Linestaker	\$27.40	\$28.39	\$29.38	\$30.40											
L.O.I. (Dec. 17, 2005)	\$20.90	\$22.82	\$24.73				Cement Finisher	\$26.36	\$27.23													
L.O.I. (Dec. 17, 2005)	\$20.90	\$22.82	\$24.73				Charge Hand, Chamber Mtc.	\$27.90	\$29.21													
L.O.I. (Dec. 17, 2005)	\$20.90	\$23.26	\$25.60				Driver / Operator	\$25.60	\$26.37													
L.O.I. (Dec. 17, 2005)	\$20.90	\$23.26	\$25.60				Charge Hand, Water Heater	\$27.90	\$29.21													
L.O.I. (Dec. 17, 2005)	\$20.90	\$23.26	\$25.60				Parts & Inventory Clerk, Fleet	\$27.04	\$28.05	\$29.05												
L.O.I. (Dec. 17, 2005)	\$23.26	\$24.83	\$26.37				Charge Hand Cable	\$30.45	\$31.46	\$32.58												
L.O.I. (Dec. 17, 2005)	\$24.83	\$26.04	\$27.23				Senior Material Handler	\$29.05														
L.O.I. (Dec. 17, 2005)	\$26.04	\$26.78	\$27.56	\$28.32			Senior Service Representative	\$32.78														
L.O.I. (Dec. 17, 2005)	\$23.87	\$25.48	\$28.65	\$31.85			Charge Hand, Bigg Services	\$33.72														
L.O.I. (Dec. 17, 2005)	\$29.43	\$30.48	\$31.55	\$32.60			Painter															
L.O.I. (Dec. 17, 2005)	\$26.12	\$26.92	\$28.52	\$30.13	\$31.71	\$33.32	Station Response Rep															
L.O.I. (Dec. 17, 2005)	\$26.12	\$26.92	\$28.52	\$30.13	\$31.71	\$33.32																

**Payment for Relief and Promotion within a Progression  
Progression Series - December 17, 2005**

	start	6 mos	18 mos	30 mos	42 mos	54 mos	start	6 mos	12 mos	18 mos	24 mos	30 mos	36 mos	42 mos	start	6 mos	12 mos	18 mos	24 mos	30 mos	36 mos	42 mos	start	6 mos	12 mos	18 mos	24 mos	30 mos	36 mos	42 mos						
L.O.I. (Dec. 17, 2005)																																				
L.O.I. (Dec. 17, 2005)																																				
L.O.I. (Dec. 17, 2005)																																				
L.O.I. (Dec. 17, 2005)																																				



**Payment for Relief and Promotion within a Progression  
Progression Series - February 1, 2007**

Year	Month	Day	Pay Rate	Days	Hours	Rate	Amount	Job Title	Charge	Amount	Total	Job Title	Charge	Amount	Total
L.O.I.	(Feb. 1, 2007)		\$21.58	\$23.34	\$25.05			Custodian (no previous progression)				Custodian A			
L.O.I.	(Feb. 1, 2007)		\$21.58	\$23.56	\$25.52			Unestaker Assistance (no previous progression)				Unestaker			
L.O.I.	(Feb. 1, 2007)		\$21.58	\$23.56	\$25.52			Utility Hand ** (Construction)			\$30.94	Cement Finisher		\$31.39	
L.O.I.	(Feb. 1, 2007)		\$21.58	\$23.56	\$25.53			Utility Hand **			\$28.12	Charge Hand Construction		\$31.44	\$33.64
L.O.I.	(Feb. 1, 2007)		\$21.58	\$23.56	\$25.53			Utility Hand **			\$30.16	Charge Hand Chamber Mice.		\$32.49	\$33.64
L.O.I.	(Feb. 1, 2007)		\$21.58	\$24.01	\$26.43			Driver			\$27.23	Driver / Operator		\$28.81	\$28.81
L.O.I.	(Feb. 1, 2007)		\$21.58	\$24.01	\$26.43			Assembler, Water Heater			\$30.16	Charge Hand, Water Heater		\$26.63	\$26.63
L.O.I.	(Feb. 1, 2007)		\$21.58	\$24.01	\$26.43			Fleet Utility Hand			\$28.96	Parts & Inventory Clerk, Fleet		\$27.85	\$28.81
L.O.I.	(Feb. 1, 2007)		\$24.01	\$25.64	\$27.23			Cable Installer			\$30.00	Charge Hand Cable		\$26.81	\$26.81
L.O.I.	(Feb. 1, 2007)		\$25.64	\$28.89	\$28.12			Material Handler (no previous progression)			\$32.49	Senior Material Handler		\$33.64	\$33.64
L.O.I.	(Feb. 1, 2007)		\$26.89	\$27.65	\$29.46	\$0.00		Field Services Representative (no previous progression)			\$33.84	Senior Services Representative		\$33.84	\$33.84
L.O.I.	(Feb. 1, 2007)		\$24.64	\$26.31	\$29.58	\$32.88		Building Mechanic A			\$34.82	Charge Hand, Bldg Services		\$34.82	\$34.82
L.O.I.	(Feb. 1, 2007)		\$26.97	\$27.80	\$29.45	\$31.11		Painter			\$32.74	Station Response Rep		\$32.74	\$32.74
L.O.I.	(Feb. 1, 2007)		\$26.97	\$27.80	\$29.45	\$31.11		Cert Substation Electrician			\$34.40	Station Response Rep		\$34.40	\$34.40
L.O.I.	(Feb. 1, 2007)		\$26.97	\$27.80	\$29.45	\$31.11					\$36.06			\$36.06	\$36.06

**Payment for Relief and Promotion within a Progression  
Progression Series - February 1, 2007**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31																					
	Cent Power Line Person																																																			
L.O.I. (Feb. 1, 2007)	\$26.97	\$27.80	\$28.45	\$31.11	\$32.74	\$34.40	\$36.06																								System Response Rep																					
	Fleet Mechanic (no previous progression)																																																			
L.O.I. (Feb. 1, 2007)	\$26.97	\$27.80	\$29.45	\$31.11	\$32.74	\$34.40	\$35.19	\$36.36	\$36.80																						Senior Fleet Mechanic																					
	STLI Line Services Technician																																																			
L.O.I. (Feb. 1, 2007)	\$26.89	\$27.92	\$28.96	\$30.00			\$30.83	\$31.64	\$32.49																						Lead Hand, Street Lights																					

**Payment for Relief and Promotion within a Progression  
Progression Series - February 1, 2008**

Class			Rate			Step			Grade			Step			Grade			Step			Grade			Step			Grade			Step			Grade			Step			Grade										
																										Custodian A																							
L.O.I. (Feb. 1, 2008)	Custodian (no previous progression)	\$22.28	\$24.10	\$25.86	\$27.29	\$29.21	\$30.27	\$31.32	\$32.41	\$33.54	\$34.73																																						
																										Linestaker																							
L.O.I. (Feb. 1, 2008)	Linestaker Assistance (no previous progression)	\$22.28	\$24.33	\$26.35	\$29.21	\$30.27	\$31.32	\$32.41	\$33.54	\$34.73																																							
																										Cement Finisher																							
L.O.I. (Feb. 1, 2008)	Utility Hand *** (Construction)	\$22.28	\$24.33	\$26.36	\$28.10	\$29.03	\$29.97	\$30.97	\$31.97	\$32.97	\$33.97																																						
																										Charge Hand, Chamber Mfce.																							
L.O.I. (Feb. 1, 2008)	Utility Hand ***	\$22.28	\$24.33	\$26.36	\$28.10	\$29.03	\$29.97	\$30.97	\$31.14	\$32.14	\$27.50	\$27.68	\$28.75	\$29.75																																			
																										Charge Hand, Water Heater																							
L.O.I. (Feb. 1, 2008)	Assembler, Water Heater	\$22.28	\$24.79	\$27.29	\$27.29	\$28.11	\$28.11	\$28.11	\$28.11	\$28.11	\$28.11	\$27.29	\$27.29	\$28.11	\$28.75	\$29.75	\$31.14	\$31.14																															
																										Parts & Inventory Clerk, Fleet																							
L.O.I. (Feb. 1, 2008)	Fleet Utility Hand	\$24.79	\$26.47	\$28.11	\$28.83	\$29.90	\$30.97	\$31.97	\$32.97	\$33.97																																							
																										Charge Hand Cable																							
L.O.I. (Feb. 1, 2008)	Cable Installer	\$26.47	\$27.76	\$29.03	\$29.46	\$30.97	\$32.46	\$34.73	\$34.73	\$34.73																																							
																										Senior Material Handler																							
L.O.I. (Feb. 1, 2008)	Material Handler (no previous progression)	\$27.76	\$28.54	\$29.38	\$30.19	\$30.00	\$30.97	\$31.97	\$32.97	\$33.97	\$34.97																																						
																										Senior Service Representative																							
L.O.I. (Feb. 1, 2008)	Field Service Representative (no previous progression)	\$25.44	\$27.16	\$30.54	\$33.95	\$34.94	\$35.94	\$36.94	\$37.94	\$38.94	\$39.94																																						
																										Charge Hand, Bldg Services																							
L.O.I. (Feb. 1, 2008)	Building Mechanic A	\$31.37	\$32.49	\$33.63	\$34.76	\$35.95	\$36.95	\$37.95	\$38.95	\$39.95																																							
																										Printer																							
																										Station Response Hqp																							
L.O.I. (Feb. 1, 2008)	Part. Substation Electrician	\$27.85	\$28.70	\$30.41	\$32.12	\$33.81	\$35.52	\$37.23	\$38.94	\$40.65	\$42.36	\$44.07	\$45.78	\$47.49	\$49.20	\$50.91	\$52.62	\$54.33	\$56.04	\$57.75	\$59.46	\$61.17	\$62.88	\$64.59	\$66.30	\$68.01	\$69.72	\$71.43	\$73.14	\$74.85	\$76.56	\$78.27	\$79.98																

**Payment for Relief and Promotion within a Progression  
Progression Series - February 1, 2008**

	start	6 mos	18 mos	30 mos	42 mos	54 mos	start	6 mos	12 mos	18 mos	24 mos	30 mos	36 mos	42 mos	start	6 mos	12 mos	18 mos	24 mos	30 mos	
L.O.I. (Feb. 1, 2008)																					
L.O.I. (Feb. 1, 2008)																					
L.O.I. (Feb. 1, 2008)																					

LETTER OF INTENT #10

TORONTOHYDRO

February 10, 2001

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Permanent Promotion to Certified Crew Leader Positions

This letter confirms our discussions at negotiations regarding promotion to Certified Crew Leader positions. The parties recognize that seniority will be a key consideration in the competition for Certified Crew Leaders. In recognition of the principle of seniority, the parties agree that in order to be qualified to apply for the classification of Certified Crew Leader, employees who are in, or relieving in the classification, must have completed the Toronto Hydro Leadership Development Program.

Yours truly,

David Scott,  
Vice-President, Human Resources

## LETTER OF INTENT #11

TORONTOHYDRO

February 10, 2001

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Leadership Development Program

This letter confirms our discussions at negotiations regarding promotion to leadership positions.

The parties agree that in order to be successful leaders there are fundamental skills that need to be acquired and practised. The parties agree to establish a joint committee (3 persons each) who will develop the Leadership Development Program for employees who are in, or relieving in, a leadership role. The cost of the committee will be at the Employer's expense.

The Leadership Development Program will be developed within six (6) months of ratification of the Collective Agreement and presented at the Labour/Management Committee for their review

The Leadership Development Program will include but not be limited to the following:

- Health and Safety
- Employee/Labour Relations
- Performance Management
- Project Administration/Work Scheduling
- Leadership Skills
- Human Rights & Employment Equity
- On the job technical training
- Enforcement of rules, regulations and relevant legislation
- Communication Skills

- Identification of other development programs (e.g. Interview Preparation, Performance Appraisal Evaluation)

In addition, a requirement for attending the Toronto Hydro Leadership Development program will be a prerequisite for leadership positions and will be included on the Job Posting.

Crew Leader vacancies may be filled on a relief basis until the program is completed to permit implementation of this program.

Yours truly,

David Scott,  
Vice-president, Human Resources

**LETTER OF INTENT #12**

TORONTOHYDRO

**December 16, 2005**

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Relief to Crew Leader Electrical Mechanic, Jolter and Certified Meter  
Mechanic/Tester

This letter confirms our discussions at negotiations regarding relief. The parties are prepared to implement the following exception to Article 12.01.

The most (1) senior Certified Meter Mechanic/Tester and the four (4) most senior employees in the Electrical Mechanic and Jolter Progression Series will be offered the opportunity to relieve in the above classifications by location.

Yours truly,

**Ave Lethbridge, Vice-president  
Organizational Effectiveness**



**LETTER OF INTENT #13**

TORONTO HYDRO

January 22, 2001

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Laundering of Outer Workwear

This letter confirms our discussions at negotiations regarding the laundering of outer workwear at all work centers.

It is recognized that Employees may from time to time get substances on their outer workwear that should be commercially laundered rather than laundered at home. Such substances include designated substances and oil-based products. It is also recognized that excessively soiled clothes should be commercially laundered.

It is the Employer's intention to launder coveralls, overalls, and smocks that become excessively soiled at work, or exposed to designated substances. This clothing will be dropped off and picked up by the Employee at times and locations as designated by the Employer during normal working hours.

This understanding needs to be renewed at the expiration of the Collective Agreement otherwise it expires.

Yours truly,

David Scott,  
Vice-president, Human Resources

LETTER OF INTENT #14

TORONTO HYDRO

December 19, 2002

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Toronto Hydro's Post Retirement Benefits Program

This is to confirm our discussions at negotiations concerning retiree benefits.

It is agreed that employees in the bargaining unit, who retire and receive a pension, on or after ratification of this agreement, shall be entitled to receive Toronto Hydro's Post Retirement Benefits Program dated April, 2000 with the following amendments:

- Schedule A will be extended to December 31, 2020.
- Upon death of retiree, the surviving spouse will continue to receive the same medical and hospital services coverage.
- For greater clarity, this is to confirm that the lifetime maximum caps for both Health and Dental benefits for Schedule A and Schedule B are removed and that Schedule C will continue.

Yours truly,

David Scott,  
Vice-President, Human Resources

LETTER OF INTENT#15

TORONTOHYDRO

**December 15, 2005**

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Temporary and Indefinite Relocation of Employees within the City of Toronto

This will confirm our discussion in negotiations regarding the desire to have a structured approach when employees are reassigned to the various home work centres.

The following sets out the agreed process to accomplish the relocation of employees:

Temporary Relocation (greater than 2 weeks)

Definition: The Employee will return to the home work centre eventually

- Employer determines requirement and work **location** of employees **to be moved**.
- Notice provided to the Union
- Notice posted at source work **location**, including approximate duration
- Reassignment offered to senior qualified employee(s) in classification from source work **location**
- If insufficient number of senior qualified volunteers, junior qualified employee(s) from source work centre is reassigned

Indefinite Relocation

Definition: The Employee(s) is not expected to return to home work centre

- Employer determines requirement and source work **location** of employees

- Notice provided to the Union
- Notice posted first in the source work centre
- Senior employee(s) who volunteers in classification and in source work centre transfers
- e If insufficient numbers of volunteers from source work **location**, the Employer will consider volunteers from other work centres on the basis of seniority and availability
- Notice posted system-wide for interested volunteers
- If numbers of volunteers are still insufficient, junior employee(s) will be assigned from the source work **location**

**N.B. Seniority for the purposes of relocation is the length of service in a classification.**

Yours truly,

**Ave Lethbridge, Vice-president  
Organizational Effectiveness**

**LETTER OF INTENT #16**

TORONTOHYDRO

February 11, 2001

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Further to our discussions in negotiations, this will confirm our position that no bargaining unit employee's job in the LDC will be eliminated as a result of assignment of work to the Retail Affiliate.

This letter will expire at the end of the term of the Collective Agreement unless renewed.

Yours truly,

David Scott,  
Vice-president, Human Resources

**LETTER OF INTENT #17**

TORONTOHYDRO

December 13, 2002

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Status Statement of Vacation, Sick and Lieu Hours

This will confirm our discussion in negotiations regarding the need to clarify the issue of an employee's vacation, sick and lieu hours.

It has been agreed that Toronto Hydro will supply each employee, by the first payroll period in March, 2003, with the balance of vacation, sick and lieu hours on the bi-weekly paycheque.

This understanding needs to be renewed at the expiration of the current Collective Agreement otherwise it expires.

Yours truly,

David Scott,  
Vice-president, Human Resources

LETTER OF INTENT #18 • NEW

December 7, 2005

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Overtime Administration

This will confirm our discussion during negotiations regarding the desire to have a fair and consistent administration process of overtime. To achieve this, the following one (1) year trial process will be followed:

Overtime will be categorized as "Planned" or "Call-out"

Planned Overtime:

- A uniform overtime list (see attached) shall be maintained that records planned overtime worked and charged, per Location and per classification. These lists will be posted on a weekly basis and made available to the Union Steward.
- As of January 1<sup>st</sup> each year, the hours of planned overtime of the employee in each classification with the lowest hours will be deducted from all employees in the classification at the Location,
- When an employee returns from an absence of eight (8) weeks or more, the employee will be charged sufficient hours to equal the average overtime hours worked in the classification at the Location during the period of absence.
- For pre-arranged overtime, the crew involved in the commencement of the work will be assigned the overtime,
- For work continuing past the regular stop time, the crew performing the work during the day will continue the work on overtime,
- Employees who are also on standby can continue to work with their crew past regular hours provided they have prior approval to do so from the Standby Supervisor.
- Employees on standby will not be offered planned overtime work in the same period, except as noted above.
- Employees on vacation, sick, WSIB or other approved leave will not be offered planned overtime work.

- For emergency work assigned prior to 2:30 p.m. on a regular workday, the crew assigned to perform the work will continue the work past regular hours.
- In all other cases, planned overtime shall be offered on the basis of lowest accumulated hours on the planned overtime lists.
- In all cases, if employees decline planned overtime, they will be charged the hours worked by the employee who accepted the overtime.

Call Out Overtime:

- For emergency work after 2:30 p.m. on regular workdays or any time outside of regular hours, employees on standby will be called out first.
- When employees, other than those on standby, are called out for overtime work, a rotating alphabetical roster of employees in the classification shall be used.
- The next employee on the alphabetical roster, after the last employee who last accepted call out overtime, will be the first called on the next occasion that call out overtime is required.
- Regardless, if employees accept or decline call out overtime, the overtime hours will not be added to the planned overtime lists.
- If employees choose to not be offered call out overtime, they can request to have their name removed from the rotating alphabetical roster. An employee may opt back on the alphabetical roster at a later date.
- Employees who have requested to have their names removed from the rotating alphabetical roster shall be called only if additional resources are still required after all employees on the rotating alphabetical roster have been called.
- A uniform call out report shall be maintained to record the names and times of calls and made available to the Union Steward.

This trial shall cease after one (1) year unless mutually agreed by the parties to extend the trial for the remainder of the Collective Agreement. Should the trial cease then the parties will revert back to the existing Letter of Intent #18 (as amended) dated December 7, 2005.

Your truly,

Ave Lethbridge, Vice President  
Organizational Effectiveness



Class.	Employee No.	Employee Name	RESPONSE					ROYAL BANK TO DATE			
			Date	Accepted	Declined	Hours to be Changed	Hours Worked	Serial Number	Final Hours		
										0.00	0.00
											0.00
											0.00
											0.00
											0.00
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											0.00
											0.00
											0.00
											0.00

\*\* Denotes employees on modified duties not to be called

Note: Carry Forward balance from 2005 will be zero as ranking is from lowest to highest order as of overtime worked up to and including January 31, 2006

## LETTER OF INTENT #18

December 7, 2005

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

**This is not operational for the first year of the collective agreement, Thereafter, it will be in effect if the new LOI dealing with Overtime Administration ceases to be operational.**

Re: Overtime Administration

This will confirm our discussion during negotiations regarding the desire to have a fair and consistent administration process of overtime. To achieve this, the following process will be followed:

- Maintenance of an overtime list that sets out hours worked and charged. The list will be posted on a weekly basis and made available to the Union Steward.
- Completion of call out reports when Employees are called out for overtime work.
- Charge an Employee who declines overtime with the hours worked by the Employee who accepted the assignment.
- When Employees are called out for overtime work, other than the standby crews, the overtime list will be the basis for the calls.
- Charge an Employee with the overtime hours worked when the Employee gives her/his standby assignment to another Employee. **This does not include when the employee exchanges standby.**
- Establish a uniform format for the overtime list and call out report.
- Employees on standby will be utilized for emergency work, and not be used for prearranged overtime work.
- As of January 1<sup>st</sup> of each year, deduct the lowest hours of overtime of an employee in each classification from all other employees in the classification.
- **Common form should be used for administration of overtime.**

Yours truly,

**Ave Lethbridge, Vice-president  
Organizational Effectiveness**

**LETTER OF INTENT #19**

**November 17, 2005**

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Joint Apprenticeship Council

This will confirm our discussions in negotiations relating to the pending apprentices in **all the skilled trades**.

The parties agree to establish a Joint Apprenticeship Council that will develop the Apprenticeship Training Program for **all skilled trades**, recognizing that the Apprenticeship Training Program will be structured to meet the needs of the Employer.

To this end, a joint committee of up to two (2) members, as selected by the Union, and two (2) Employer representatives will be established for each trade.

The Committees will meet and make recommendations to the Labour/ Management Committee as follows:

1. Develop and make recommendations on course content.
2. Formulate and recommend skill sets required at each step of the 54-month apprenticeship program.

The cost of the Committees will be at the Employer's expense.

Yours truly,

**Ave Lethbridge, Vice-President**  
**Organizational Effectiveness**

LETTER OF INTENT #20 • NEW

December 7, 2005

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: System Response Representative and Certified Power Line  
Person - "Fixed" Classification Seniority List

This will confirm our discussion during negotiations regarding the change from a "revolving" to a "fixed" classification seniority list for employees in the classifications of System Response Representative and Certified Power Line Person. The parties are prepared to implement the following exception to Article 9.01:

- All System Response Representatives and Certified Power Line Persons will be placed on a combined "fixed" classification seniority list, which shall be defined as the apprentice start date in the line trade with Toronto Hydro,
- The combined "fixed" classification seniority list shall be used to determine relief to Certified Crew Leader Line in accordance with Article 12.07.
- Only relief and/or promotion to System Response Representative shall be by the "revolving" classification seniority list in accordance with Article 9.01.
- Article 9.01 will only apply to the Certified Power Line Persons in System Response relieving as System Response Representatives.

Yours truly,

Ave Lethbridge, Vice President  
Organizational Effectiveness

LETTER OF INTENT #21 - NEW

December 7, 2005

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Station Response Representative and Certified Substation Electrician - "Fixed"  
Classification Seniority List

This will confirm our discussion during negotiations regarding the change from a "revolving" to a "fixed" classification seniority list for employees in the classifications of Station Response Representative and Certified Substation Electrician. The parties are prepared to implement the following exception to Article 9.01:

- All Station Response Representatives and Certified Substation Electricians will be placed on a combined "fixed" classification seniority list, which shall be defined as the apprentice start date in the Substation Electrician trade with Toronto Hydro.
- The combined "fixed" classification seniority list shall be used to determine relief to Certified Crew Leader Stations in accordance with Article 12.07.
- Only relief and/or promotion to Station Response Representative shall be by the "revolving" classification seniority list in accordance with Article 9.01.
- Article 9.01 will only apply to the Certified Substation Electricians in Station Response relieving as Station Response Representatives.

Yours truly,

Ave Lethbridge, Vice President  
Organizational Effectiveness

LETTER OF INTENT #22 - NEW

December 7, 2005

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Opportunity to Obtain **2088** Hours in System Response

This will confirm our discussion during negotiations regarding the voluntary process to assist Certified Power Line Persons (CPLPs) to obtain **2088** hours in relief as a System Response Representative.

- The CPLPs in System Response relieving **as** System Response Representatives will have the option to temporarily transfer out of System Response, at the convenience of the Department, for a defined period of time (6, 9 or 12 months), within their Location to assist CPLPs in other departments to reach **2088** hours in relief.
- The senior CPLPs based on the fixed seniority list in other departments at the Location, who do not already have **2088** hours in relief, will have the first opportunity on a voluntary basis to transfer to System Response to obtain relief opportunities as a System Response Representative.
- Any CPLP in System Response who volunteers for such a temporary transfer out of System Response will be paid at the CPLP rate for the period in which they are no longer relieving as System Response Representatives.
- Seniority will be maintained on the “revolving” list for the Certified Power Line Persons who temporarily transfer out of System Response.

Yours truly,

Ave Lethbridge, Vice President  
Organizational Effectiveness

LETTER OF INTENT #23 - NEW

December 7, 2005

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Opportunity to Obtain 2088 Hours in Station Response

This will confirm our discussion during negotiations regarding the voluntary process to assist Certified Substation Electricians to obtain 2088 hours in relief as a Station Response Representative.

- The Substation Electricians in Station Response relieving as Station Response Representatives will have the option to temporarily transfer out of Station Response, at the convenience of the Department, for a defined period of time (6, 9 or 12 months), to assist other Substation Electricians to reach 2088 hours in relief.
- The senior Substation Electricians based on the fixed seniority list, who do not already have 2088 hours in relief, will have the first opportunity on a voluntary basis to transfer to Station Response to obtain relief opportunities as a Station Response Representative.
- Any Substation Electrician in Station Response who volunteers for such a temporary transfer out of Station Response will be paid at the Substation Electrician rate for the period in which they are no longer relieving,
- Seniority will be maintained on the "revolving" list for the Certified Substation Electricians who temporarily transfer out of Station Response.

Yours truly,

Ave Lethbridge, Vice President  
Organizational Effectiveness

LETTER OF INTENT #24 • NEW

December 7, 2005

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Health Club Membership

This will confirm our discussion during negotiations regarding fitness membership. In consideration of the importance of employee wellness, the Employer agrees to the following:

- Payment up to \$350.00 per year towards the cost for a health club membership.
- The health club must be recognized/registered fitness institution.
- Employees must submit an expense report including related receipt to Finance for reimbursement.

This letter will expire at the end of the term of the Collective Agreement unless renewed.

Yours truly,

Ave Lethbridge  
Organizational Effectiveness



LETTER OF INTENT #25 - NEW

December 7, 2005

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Union WSIB Representative

This will confirm our discussion during negotiations regarding the full time position of Union WSIB Representative.

The following sets out the agreed conditions for the Union WSIB Representative:

- Support the Joint Early and Safe Return to Work Program to ensure a safe and timely return to work,
- Support the Wellness Program to have a positive impact on regular attendance.
- The cost of wages shall be at the Journeyperson rate or the employee's normal wages whichever is greater.

Meetings will be held quarterly with representatives from the Employer and Union to review results.

The Union WSIB Representative position will be renewed annually subject to meeting the above conditions.

Yours truly,

Ave Lethbridge  
Organizational Effectiveness

TORONTOHYDRO

December 16, 2005

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Selection Process for Certified/Crew Leader

This letter will confirm our discussion during negotiations regarding the selection process for the position of Certified/Crew Leader. The following changes will be implemented.

- Applicants to a posted vacancy for the position of Certified/Crew Leader will be invited to attend a group session facilitated by Human Resources to provide applicants with an overview of the selection format and content structure.
- Applicants will be required to achieve a minimum score of 50% on the Job Knowledge Test in order to proceed to the next step in the selection process.
- The selection format will include: 1) a Job Knowledge Test comprised of multiple choice and written answer questions specific to the classification (40%); 2) an Interview focussing on applied knowledge in the Certified/Crew Leader role (40%); and 3) an assessment of Work experience relevant to the Certified/Crew Leader role (20%)
- The successful candidate will be the senior candidate from the fixed list who achieves a total score exceeding the threshold of 60%.

Yours truly,

Ave Lethbridge  
Organizational Effectiveness

LETTER OF INTENT #27

TORONTO HYDRO

June 17, 1999

Mr. Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Mapping Document

For ease of reference, the following pages include all the job classifications from the six (6) former utilities that were mapped to the new job classifications in Schedule O.

Yours truly,

David Scott,  
Vice-president, Human Resources

CLASSIFICATION SCHEDULE	
	Sr (S) [2111] (T) Labourer [2121] (T) Labourer [2131] ( ) Labourer [ ] ( ) Labourer [ ] (T)
Custodian	Building & Groundskeeper (E) Caretaker (S) Sr Caretaker (S) Rest Room Attendant [6.02] Cleaner [6.03] Senior Cleaner [6.04] Custodian [6.61] Caretaker (Y) Electrician Helper [6.20]
Utility Hand ***	Maint Hand [2231] (T)  Water Heater Hand [2291] (T)
Ground Person	Groundperson (EY)  Groundperson (Y)
Utility Person ***	Mech/Help Test [2321] (T) Utility Wrkr Reclaim [2322] (T) Station Hand [2351] (T)
Driver	Truck Driver (E) Truck Driver (S) Driver, Mtce U/G [2211] (T) Driver O/H [2212] (T) Driver SC [2252] (T) Driver GAR [2271] (T) Driver MM [2283] (T) Delivery Driver U/G [2332] (T) Delivery Driver MET [2361] (T) Special Driver GAR [2373] (T)

<b>OUTSIDE CLASSIFICATION SCHEDULE MAPPING DOCUMENT</b>	
Assembler, W/H	Assembler A [2391] (T)
Custodian A	Substation Utility Person (E) Sr Station Cleaner [2345] (T) Station Cleaner [2242] (T)
Building Maintainer C	Admin Services Maintainer (NY) Bldg Mtce Services Gr1 [6.16] Labourer (Y)
Meter Person	Meter Cleaner Tester (EY) Meter Repairs Helper (S) Meter Hand [2262] (T)
Meter Reader	Meter Reader A (EY)  Meter Dept Verifier (Y)
Fleet Utility Hand	Garage Helper (E) Garage Utility Hand (NY) General Maintenance (S) Lubricator (S) Utility Person [2427] (T) Tire Repairer [2471] (T) Utility Worker [2474] (T) Vehicle Maintenance (Y)
Driver / Operator	Cable Truck Driver [2437] (T) Driver (Const) [2232] (T) Delivery Driver O/H [2311] (T) Grd Wrkr Driver O/H [2313] (T)
Supply Attendant ***	Supply Attendant [2475] (T)
Pit Inspector	Pit Inspector Helper [2324] (T) Pit Inspector [2521] (T)
Cable Installers	Cable Hand [2234] (T) Power Cable Hand [2334] (T) Rigger [2532] (T)

OUTSIDE CLASSIFICATION SCHEDULE MAPPING DOCUMENT	
Meter Stock Hand ***	Meter Stock Hand[2561] (T)
Cement Finisher	Cement Finisher[2512] (T) Cement Finisher[2536] (T)
Meter Reader A	Comm M/R (NY) Meter Reader A (S) Meter Reader(Gen) (Y)
Heavy Equipment Operator	MCO U/G [2631] (T)

St Lt Maintainer	Street Light Spotter (E) St Lt Maintainer (NY) St Lt Service Person (T) St Lt Repair Person (T)
Building Maintainer B	Bldg Mtce Services Gr2 [6.17] Gen Mtce & Grds Keeper (S) Bldg Mtce Mechanic (Y) General Repairman (E)
Material Handler	Warehouse Person (EY) Stockkeeper (E) Mat Dist Person, Stores (NY) Stockkeeper, Stores (S) Warehouse Person (T) Material Handler (T) Store Keeper (Y) Ass't Store Keeper (Y)
Parts & Inventory Clerk, Fleet	Parts & Inventory Clerk (NY) Stockkeeper, Gar (S) Parts Keeper GAR [2572] (T)

OUTSIDE CLASSIFICATION SCHEDULE MAPPING DOCUMENT	
Equipment Distribution Person	Tool Room Clerk (E) Supply Dist Person, Tool (NY) Equip Attendant[2342] (T) Equip Attendant[2352] (T)
St Lt Line Service Technician	Service & St Lt Maintainer(NY)
Senior Material Handler	Store Keeper S/F (EY) Stores S/F (E) Lead Hand Stores (NY)
Charge Hand W/H	Charge Hand W/H [2791] (T)
Charge Hand Chamber Mtce	Charge Hand MH [2734] (T)
Meter Installer	1p Meter Ser Rep (NY) 1p Whr Meter Installer(NY) Installation Repair Tech (EY) Meter Installer (S)
Building Maintainer A	Bldg Mtce Services Gr3 [6.18] Building Maintainer(NY)
Field Service	Consumer Service A (EY)
Cable Locator	Cable Locator (NY)
Linestaker	Linestaker (NY)
Charge Hand, (Construction)	C/H Construction[2831] (T) C/Hand Cement O/H [2811] (T)
Transformer Maintainer	Transformer Maintainer (E) Transformer Maintainer (NY) Test Mechanic TT (T)

<b>OUTSIDE CLASSIFICATION SCHEDULE MAPPING DOCUMENT</b>	
Trouble Dispatcher	Trouble Dispatch[1.39] (T)
Field Inspector	Contract Inspector (E) Inspector (S)
Senior Service Representative	Consumer Service S/F (EY) W/H S/F (E) Meter Reader S/F (E) L/H Field Service (Y)
Building Mechanic A	Bldg Mtce Mechanic A (T)
Lead Hand St Lts ***	Service & St Lt L/H (NY)
Fitter, Fleet	Fitter (NY)
Carpenter	Carpenter A (T)
Welder	Welder A (T)
Maintenance Electrician	Maint Elec Gr2 [6.22] Maint Elec Gr3 [6.23]
Cert Substation Electrician	SS Electrician (E) <i>{nonCET}</i> Station Mtce Journeyman (EY) Substation Electrician (NY) J Substations (S) Elec Mech A SC (T)
Substation Electrician <b>AP</b>	SS Apprentice 4 (S) Elec Mech B SC (T)



<b>OUTSIDE CLASSIFICATION SCHEDULE MAPPING DOCUMENT</b>	
Meter Mechanic/Tester	Meter Relay Tech (EY) Meter Tech J (E) Comm Meter Ser Rep (NY) J Meter Tech (S) Meter Mech A (T) Meter Mech J (Y)
Meter Mechanic/ Tester <b>AP</b>	Meter Relay Tech App (EY)
Cert Power Line Person	J Line Person (EY) Line Journeyman (E) Cert Power Line Person (NY) J Line Person (S) Line Person A (T) J Line Person (Y) Service Mtce Mechanic (T)
Power Line Person <b>AP</b>	Line Apprentice D (EY) Line Apprentice (E) Line Person B (T) Line Person D (T)

<b>Person</b>	
Jointer	Jointer A (T) Jointer B (T) Jointer C (T)
Electrical Mechanic	Elec Mech A (T) Elec Mech BU/G (T)
Fleet Mechanic	Stores / Mechanic (EY)   Auto Mechanic (Y)
Charge Hand, Bldg Services	Painter AA (T) Bldg & Grounds S/F (E)
Charge Hand, Cable	Charge Hand Cable [2832] (T)
Crew Leader, Pit Inspection	Foreperson, Vault Inspect (T)

Crew Leader, Maintenance	Foreperson, Maintenance(T)
System Response Reps	Line Journeyman (E) Trouble Shooter (NY) J Line Person (S) O/H Trouble (T) J Line Person (Y)
Station Response Reps	Station Trouble (T)
Building MaintainerAA	Bldg Supt (S) <i>Use 35 hour wk</i>
Senior Fleet Mechanic	Garage S/F (E) Senior Mechanic (NY) Auto MechanicL/H (Y) Auto MechanicS/F (Y)
Substation Technician	Substation Electrician (E) {CET and Journeyman Substation Electrician}
System Operator	Operator (EY) System Control Sub Foreman E Senior System Control Op (E) Senior Operator (NY) Systems Operator (S) {System Controllers(T)}
Operator AP	Operator/ Dispatch (EY) Control Room Operator (E) Operator Intermediate (NY)
Crew Leader, Building Services	F/P Building Services (T)
Crew Leader, Machine Shop	F/P Machine Shop (T)
Crew Leader, Cable	F/P A Cable (T)
Crew Leader, Construction	F/P Construction (T)

Cert Crew Leader, Line	S/F 1 (E/Y) S/F 2 (E/Y) Line S/F (E) Cert Power Line Coord. (NY) F/P A/Line (T) F/P A Overhead (T) Line S/F (Y)
Crew Leader, Elec. Mechanic	F/P Pit (T)
Power Cable	F/P Pit (T) F/P Joints (T)
Cert Crew Leader, Stations	S/F Station Mnce (EY) Substation S/F (E) S/S Crew Co-ord (NY) F/P Station Const (T)
Cert Crew Leader, Meter	Meter Dept S/F (EY) Meter Tech S/F (E) F/P Meter (T) Meter Mech S/F (Y)
Metering Technician	Metering Technician (NY) Instrument Technician (S)
	Measurement Technologist (S) P&C Technician (S)
Students	Clerical (35 hour) Field (40 hour) Tech (40 hour) Sr. Tech (40 hour)

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**December 16, 2005**

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Renewal of Appendixes between Toronto Hydro and CUPE Local No. 1

This will confirm our agreement in negotiations to renew the following Appendixes covering both the Inside and Outside Collective Agreements between Toronto Hydro and CUPE Local No. 1 co-incident with the term of the **2006 to 2009** Collective Agreements:

1. Canadian Union of Public Employees, Local No. 1 & Toronto Hydro Energy Services Inc.
2. Canadian Union of Public Employees, Local No. 1 & Toronto Hydro Telecom Inc.
3. Canadian Union of Public Employees, Local No. 1 & Toronto Hydro Street Lighting Inc.

This further confirms that the reference in the renewed Appendixes to CUPE's Inside and Outside Collective Agreements are references to the **2006 to 2009** Agreements. For greater certainty, this confirms that all changes to the **2006 to 2009** Inside and Outside Collective Agreements apply to all employees of Toronto Hydro Energy Services Inc., Toronto Hydro Telecom Inc., and Toronto Hydro Street Lighting Inc.

This letter is effective from this date and in effect so long as the terms and conditions of the Collective Agreements continue to operate.

Yours truly,

**Ave Lethbridge, Vice-president,  
Organizational Effectiveness**

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Toronto Hydro  
Toronto Hydro Electric System  
Toronto Hydro Energy Services Inc.  
Toronto Hydro Telecom Inc.  
Toronto Hydro Street Lighting Inc.

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CUPE Local No. 1

APPENDIX (Outside Employees)

*Agreement Between:*

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 1

- and -

TORONTO HYDRO TELECOM INC.

Recitals

- A. In Minutes of Settlement dated March 26, 2002, Toronto Hydro Telecom Inc. agreed to be bound by an Appendix to the Collective Agreement between CUPE Local 1 and Toronto Hydro Electric-System Limited ("the LDC") dated February 1, 2001 to January 31, 2003 for Outside Employees ("the Outside Collective Agreement").
- B. Toronto Hydro Telecom Inc. and Local 1 have engaged in bargaining.

NOW THEREFORE both Toronto Hydro Telecom Inc. and Local 1 agree as follows:

1. Toronto Hydro Telecom Inc. and CUPE Local 1 agree that the provisions of the collective agreement applicable to the employees of Toronto Hydro Telecom Inc. shall be the same as the provisions in the "Outside Collective Agreement" with the following exceptions, and provided that this agreement supersedes the provisions of the Outside Collective Agreement, and with the necessary changes such as references to the Employer shall mean Toronto Hydro Telecom Inc.

Method of transferring LDC Employees to Toronto Hydro Telecom Inc.  
(the "Employer")

- A notice for volunteers will be posted for ten (10) working days and selection will be on the basis of classification and employment seniority where applicable. The notice will be open only to those employees in the classification in which the job opportunity exists:
- An employee of the LDC who has volunteered as above shall have the option of returning to their former position after giving eight (8) weeks' notice to the Employer or earlier if mutually agreed to by the Employer and the employee.
- Notwithstanding the above, an employee of the LDC shall continue to retain and accrue seniority in the LDC while working for Toronto Hydro Telecom Inc. External hires will commence seniority from the date of hire by Toronto Hydro Telecom Inc.;
- In the event the Employer determines that employees will return to the LDC, volunteers will be returned first. If an insufficient number of senior employees volunteer, employee(s) will be returned in reverse order of seniority.

Hours of Work

Schedules

33.10

- (a) All shift employees' hours of work and days off shall follow the posted master schedule, except for employees (to a maximum of four) posted as spare or eight (8) as relief. Master schedules shall be posted for a three (3) month duration.
- (b) Changes to the master schedule for operational purposes may be made after two (2) weeks notice with mutual consent of the Employer and the affected Employees. Without mutual consent, changes may be made by the Employer with four (4) weeks notice to the affected employees.

Standby Period

33.13 Standby period applies only to those employees in a classification who have been placed on a Standby list. Standby time commences at normal stopping time of the workday and terminates at the regular starting time of the next working day.

Standby periods for employees detailed on the Standby List may be from one (1) to seven (7) days in length. Payment shall be at **three (3)** hours at straight time pay for each day on standby on a weekend and/or public holiday and one and a half (1 ½) hours at straight time pay for other week days on standby, plus in all cases, regular overtime rates for overtime worked.

Standby list shall form part of the Master Shift Schedule.

- 2. This agreement is effective from the date of signing until January 31, 2003.

This Agreement is executed and dated

Signed on behalf of Toronto Hydro  
Telecom Inc.:

Signed on behalf of Local No. 1  
Canadian Union of Public  
Employees:

\_\_\_\_\_  
**Anthony Haines**

\_\_\_\_\_  
Bruno Silano

\_\_\_\_\_  
Toronto Hydro

\_\_\_\_\_  
CUPE Local No. 1

Agreement Between:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 1  
("CUPE Local 1")

- and -

TORONTO HYDRO STREET LIGHTING INC.  
("Street Lighting Co." or "the Employer")

Recitals

- A. Toronto Hydro-Electric System Limited ("the LDC") is bound to a Collective Agreement with CUPE Local 1 dated February 1, 2001 to January 31, 2003 for Outside Employees ("the Outside Collective Agreement").
- B. The LDC has decided to sell its street lighting business to the Street Lighting Co. ("the Transaction") which will involve the transfer of the bargaining unit employees listed on the attached Schedule A ("the Street Lighting Business Employees").
- C. Street Lighting Inc. and CUPE Local 1 have engaged in discussions concerning the implementation of this transaction.

NOW THEREFORE both Street Lighting Co. and Local 1 agree as follows:

- 1. Street Lighting Co. and CUPE Local 1 agree that effective the closing of the Transaction, Street Lighting Co. will, pursuant to the sale of a business provisions of section 69 of the *Labour Relations Act*, be bound to the Outside Collective Agreement. All the terms and conditions of the Outside Collective Agreement shall apply to bargaining unit employees of the Street Lighting Co. except that this Agreement supersedes the provisions of the Outside Collective Agreement and with the necessary changes such as references to the Employer shall mean Street Lighting Co.
  - (a) Effective the closing of the Transaction, the Street Lighting Business Employees as identified in the attached Schedule "A" shall become employees of Street Lighting Co.
  - (b) Street Lighting Business Employees listed in Schedule "A" shall continue to retain and accrue seniority and service in the LDC while working for Street Lighting Co. External hires will commence seniority from the date of hire by Street Lighting Co.

- (c) Street Lighting Business Employees listed in Schedule "A" will be permitted to apply for posted vacancies in the LDC.
- (d) Instead of any lay-off of Street Lighting Business Employees listed in Schedule "A" by the Street Lighting Co., the Street Lighting Co. will transfer the affected Street Lighting Business Employees back to the LDC, where the appropriate lay-off provisions of the Outside Collective Agreement will apply to the employees so transferred.
- (e) In the event the Street Lighting Co. is sold, instead of remaining with the Street Lighting Co., Street Lighting Business Employees listed on Schedule "A" will have the option of being transferred to the LDC, where the appropriate lay-off provisions of the Outside Collective Agreement will apply to the employees so transferred. The option to transfer back to the LDC will be exercised, in writing, by the Street Lighting Business Employees listed in Schedule "A" within thirty (30) days of the closing of the sale of the Street Lighting Co. The "Sale" for the purposes of this section means that the Toronto Hydro Corporation no longer holds, either directly or indirectly, a controlling interest in the Street Lighting Co.

Work Site

- (a) When the Employer determines that an employee is required to drive to a job site outside the City of Toronto, she/he shall be reimbursed for mileage at the rate as per Article 33.33 of the Outside Collective Agreement.
  - (b) The above mileage shall be computed to and from the job site outside the City limits and the employee's Street Lighting Co. work centre.
  - (c) When the Employer determines that overnight accommodation is required the Employer will provide accommodation based on double occupancy. A daily meal allowance of \$40.00 will be provided. After two (2) consecutive days, an additional stipend of \$20.00 will be paid. If an employee is required to stay for the remainder of the work week, an additional \$20.00 will be paid.
2. This Agreement is effective from the date of signing until January 31, 2003.
  3. This Agreement is the "Street Lighting Appendix" to the Outside Collective Agreement.

4. The Union agrees that the Companies or any combination of the Companies do not constitute one employer pursuant to section 1(4) of the *Labour Relations Act* (a "Section 1(4) Employer") and that the execution of this Agreement does not cause the Companies or any combination thereof to become a Section 1(4) Employer and no party shall use this Agreement or any matter relating to its implementation or application to support a claim that the Companies or any combination thereof is a Section 1(4) Employer. For purposes of this paragraph, the "Companies" means Toronto Hydro-Electric System Limited, Toronto Hydro Energy Services Inc., Street Lighting Co. and Toronto Hydro Corporation.

This Agreement is executed and dated April 5, 2002.

Signed on behalf of Toronto Hydro Street  
Canadian  
Lighting Inc.:

Signed on behalf of Local No. 1  
Union of Public Employees:

\_\_\_\_\_  
**Anthony Haines**

\_\_\_\_\_  
Bruno Silano

\_\_\_\_\_  
Toronto Hydro

\_\_\_\_\_  
CUPE Local No. 1

OUTSIDE SCHEUDLE "A"

STREETLIGHTING

<u>Pos #</u>	<u>Position Name</u>	<u>Employee</u>	<u>Employee #</u>
10355	Lead Hand Street Lights	Gregory Shannon	3154
10410	St. Lt. Line Service Tech.	Linden Anderson	2606
	St. Lt. Line Service Tech.	Barry Cartwright	3685
	St. Lt. Line Service Tech.	Michael Fleming	3385
	St. Lt. Line Service Tech.	Ronald Mielke	3643
	St. Lt. Line Service Tech.	Bruce Ralph	3590
10411	St. Lt. Maintainer	Alan Dawson	3069
	St. Lt. Maintainer	Gordon Mason	2223
	St. Lt. Maintainer	Stephen Mercer	3874
	St. Lt. Maintainer	Richard Seeley	3x59
	St. Lt. Maintainer	Richard Smith	3976
	St. Lt. Maintainer	Chris Tolev	3855
	St. Lt. Maintainer	Kenneth Tripp	2377
10734	Cert. Power Line Person	F. Scott Smith	3179
10405	Cert. Crew Leader, Line	Ted Williams	2464

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LETTER OF CONFIRMATION FORMING PART OF MEMORANDUM OF SETTLEMENT

**December 16, 2005**

Bruno Silano, President  
CUPE Local One  
890 Yonge Street, Suite 1001  
Toronto, Ontario  
M4W 3P4

Dear Mr. Silano:

Re: Renewal of Appendixes between Toronto Hydro and CUPE Local No. 1

This will confirm our agreement in negotiations to renew the following Appendixes covering both the Inside and Outside Collective Agreements between Toronto Hydro and CUPE Local No. 1 co-incident with the term of the **2006 to 2009** Collective Agreements:

1. Canadian Union of Public Employees, Local No. 1 & Toronto Hydro Energy Services Inc.
2. Canadian Union of Public Employees, Local No. 1 & Toronto Hydro Telecom Inc.
3. Canadian Union of Public Employees, Local No. 1 & Toronto Hydro Street Lighting Inc.

This further confirms that the reference in the renewed Appendixes to CUPE's Inside and Outside Collective Agreements are references to the **2006 to 2009** Agreements. For greater certainty, this confirms that all changes to the **2006 to 2009** Inside and Outside Collective Agreements apply to all employees of Toronto Hydro Energy Services Inc., Toronto Hydro Telecom Inc., and Toronto Hydro Street Lighting Inc.

This letter is effective from this date and in effect so long as the terms and conditions of the Collective Agreements continue to operate.

Yours truly,

**Ave Lethbridge, Vice-president,  
Organizational Effectiveness**

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Toronto Hydro  
Toronto Hydro Electric System  
Toronto Hydro Energy Services Inc.  
Toronto Hydro Telecom Inc.  
Toronto Hydro Street Lighting Inc.

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CUPE Local No. 1

APPENDIX (Outside Employees)

*Agreement Between:*

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 1

- and -

TORONTO HYDRO TELECOM INC.

Recitals

- A. In Minutes of Settlement dated March 26, 2002, Toronto Hydro Telecom Inc. agreed to be bound by an Appendix to the Collective Agreement between CUPE Local 1 and Toronto Hydro Electric-System Limited ("the LDC") dated February 1, 2001 to January 31, 2003 for Outside Employees ("the Outside Collective Agreement").
- B. Toronto Hydro Telecom Inc. and Local 1 have engaged in bargaining.

NOW THEREFORE both Toronto Hydro Telecom Inc. and Local 1 agree as follows:

- 1. Toronto Hydro Telecom Inc. and CUPE Local 1 agree that the provisions of the collective agreement applicable to the employees of Toronto Hydro Telecom Inc. shall be the same as the provisions in the "Outside Collective Agreement" with the following exceptions, and provided that this agreement supersedes the provisions of the Outside Collective Agreement, and with the necessary changes such as references to the Employer shall mean Toronto Hydro Telecom Inc.

Method of transferring LDC Employees to Toronto Hydro Telecom Inc.  
(the "Employer")

- A notice for volunteers will be posted for ten (10) working days and selection will be on the basis of classification and employment seniority where applicable. The notice will be open only to those employees in the classification in which the job opportunity exists:
- An employee of the LDC who has volunteered as above shall have the option of returning to their former position after giving eight (8) weeks' notice to the Employer or earlier if mutually agreed to by the Employer and the employee.
- Notwithstanding the above, an employee of the LDC shall continue to retain and accrue seniority in the LDC while working for Toronto Hydro Telecom Inc. External hires will commence seniority from the date of hire by Toronto Hydro Telecom Inc.;
- In the event the Employer determines that employees will return to the LDC, volunteers will be returned first. If an insufficient number of senior employees volunteer, employee(s) will be returned in reverse order of seniority.

Hours of Work

Schedules

33.10

- (a) All shift employees' hours of work and days off shall follow the posted master schedule, except for employees (to a maximum of four) posted as spare or eight (8) as relief. Master schedules shall be posted for a three (3) month duration.
- (b) Changes to the master schedule for operational purposes may be made after two (2) weeks notice with mutual consent of the Employer and the affected Employees. Without mutual consent, changes may be made by the Employer with four (4) weeks notice to the affected employees.

Standby Period

33.13 Standby period applies only to those employees in a classification who have been placed on a Standby list. Standby time commences at normal stopping time of the workday and terminates at the regular starting time of the next working day.

Standby periods for employees detailed on the Standby List may be from one (1) to seven (7) days in length. Payment shall be at **three (3)** hours at straight time pay for each day on standby on a weekend and/or public holiday and one and a half (1 ½) hours at straight time pay for other week days on standby, plus in all cases, regular overtime rates for overtime worked.

Standby list shall form **part** of the Master Shift Schedule.

- 2. This agreement is effective from the date of signing until January 31, 2003.

This Agreement is executed and dated

Signed on behalf of Toronto Hydro  
Telecom Inc.:

Signed on behalf of Local No. 1  
Canadian Union of Public  
Employees:

\_\_\_\_\_  
**Anthony Haines**

\_\_\_\_\_  
Bruno Silano

\_\_\_\_\_  
Toronto Hydro

\_\_\_\_\_  
CUPE Local No. 1

Agreement Between:

CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 1  
("CUPE Local 1")

- and -

TORONTO HYDRO STREET LIGHTING INC.  
("Street Lighting Co." or "the Employer")

Recitals

- A. Toronto Hydro-Electric System Limited ("the LDC") is bound to a Collective Agreement with CUPE Local 1 dated February 1, 2001 to January 31, 2003 for Outside Employees ("the Outside Collective Agreement").
- B. The LDC has decided to sell its street lighting business to the Street Lighting Co. ("the Transaction") which will involve the transfer of the bargaining unit employees listed on the attached Schedule A ("the Street Lighting Business Employees").
- C. Street Lighting Inc. and CUPE Local 1 have engaged in discussions concerning the implementation of this transaction.

NOW THEREFORE both Street Lighting Co. and Local 1 agree as follows:

- 1. Street Lighting Co. and CUPE Local 1 agree that effective the closing of the Transaction, Street Lighting Co. will, pursuant to the sale of a business provisions of section 69 of the *Labour Relations Act*, be bound to the Outside Collective Agreement. All the terms and conditions of the Outside Collective Agreement shall apply to bargaining unit employees of the Street Lighting Co. except that this Agreement supersedes the provisions of the Outside Collective Agreement and with the necessary changes such as references to the Employer shall mean Street Lighting Co.
  - (a) Effective the closing of the Transaction, the Street Lighting Business Employees as identified in the attached Schedule "A" shall become employees of Street Lighting Co.
  - (b) Street Lighting Business Employees listed in Schedule "A" shall continue to retain and accrue seniority and service in the LDC while working for Street Lighting Co. External hires will commence seniority from the date of hire by Street Lighting Co.

- (c) Street Lighting Business Employees listed in Schedule "A" will be permitted to apply for posted vacancies in the LDC.
- (d) Instead of any lay-off of Street Lighting Business Employees listed in Schedule "A" by the Street Lighting Co., the Street Lighting Co. will transfer the affected Street Lighting Business Employees back to the LDC, where the appropriate lay-off provisions of the Outside Collective Agreement will apply to the employees so transferred.
- (e) In the event the Street Lighting Co. is sold, instead of remaining with the Street Lighting Co., Street Lighting Business Employees listed on Schedule "A" will have the option of being transferred to the LDC, where the appropriate lay-off provisions of the Outside Collective Agreement will apply to the employees so transferred. The option to transfer back to the LDC will be exercised, in writing, by the Street Lighting Business Employees listed in Schedule "A" within thirty (30) days of the closing of the sale of the Street Lighting Co. The "Sale" for the purposes of this section means that the Toronto Hydro Corporation no longer holds, either directly or indirectly, a controlling interest in the Street Lighting Co.

Work Site

- (a) When the Employer determines that an employee is required to drive to a job site outside the City of Toronto, she/he shall be reimbursed for mileage at the rate as per Article 33.33 of the Outside Collective Agreement.
  - (b) The above mileage shall be computed to and from the job site outside the City limits and the employee's Street Lighting Co. work centre.
  - (c) When the Employer determines that overnight accommodation is required the Employer will provide accommodation based on double occupancy. A daily meal allowance of \$40.00 will be provided. After two (2) consecutive days, an additional stipend of \$20.00 will be paid. If an employee is required to stay for the remainder of the work week, an additional \$20.00 will be paid.
- 2. This Agreement is effective from the date of signing until January 31, 2003.
  - 3. This Agreement is the "Street Lighting Appendix" to the Outside Collective Agreement.

4. The Union agrees that the Companies or any combination of the Companies do not constitute one employer pursuant to section 1(4) of the *Labour Relations Act* (a “Section 1(4) Employer”) and that the execution of this Agreement does not cause the Companies or any combination thereof to become a Section 1(4) Employer and no party shall use this Agreement or any matter relating to its implementation or application to support a claim that the Companies or any combination thereof is a Section 1(4) Employer. For purposes of this paragraph, the “Companies” means Toronto Hydro-Electric System Limited, Toronto Hydro Energy Services Inc., Street Lighting Co. and Toronto Hydro Corporation.

This Agreement is executed and dated April 5, 2002.

Signed on behalf of Toronto Hydro Street  
Canadian  
Lighting Inc.:

Signed on behalf of Local No. 1  
Union of Public Employees:

\_\_\_\_\_  
**Anthony Haines**

\_\_\_\_\_  
Bruno Silano

\_\_\_\_\_  
Toronto Hydro

\_\_\_\_\_  
CUPE Local No. 1



