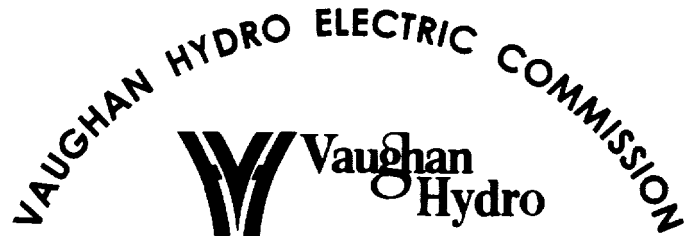


SOURCE	Comp.		
EFF.	96	04	01
TERM.	98	03	31
No. OF EMPLOYEES	110		
NUMBRE EMPLOYÉS	110 110		

COLLECTIVE AGREEMENT

between



and

POWER WORKERS' UNION
CUPE LOCAL 1000

11081(01)

COLLECTIVE AGREEMENT

between -

VAUGHAN HYDRO-ELECTRIC COMMISSION

and

POWER WORKERS' UNION CUPE LOCAL 1000

1996-1998

1996-1998

VAUGHAN HYDRO-ELECTRIC COMMISSION

COLLECTIVE AGREEMENT

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THIS AGREEMENT entered into this 1st day of April 1996

AND BETWEEN

THE VAUGHAN HYDRO-ELECTRIC COMMISSION (hereinafter referred to as the "Commission")

OF THE FIRST PART

-and-

POWER WORKERS UNION, C U P E LOCAL 1000 - C L C (hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1 PURPOSE

1.01 The general purpose of this Agreement is to establish and *maintain* collective bargaining relations between the Commission and its employees and to provide machinery for the prompt and equitable disposition of grievances and to maintain and establish wages, hours of work, and other working conditions as herein provided.

ARTICLE 2 RECOGNITION

2.01 The Commission recognizes the Union as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all employees of the Commission save and except Supervisors and Forepersons, persons above the rank of Supervisor or Forepersons, Secretaries, Financial Officer, Accountant, Engineering Associates, Designers, Technologists, Engineers, Co-ordinators, students employed during the school vacation period, students employed on a co-operative training program, and temporary employees whose terms of employment does not exceed 130 days per year or whose terms of employment are part of a Government subsidized work program.

2.02 The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit defined above.

2.03 Where the masculine pronoun is used herein, it shall mean and include the feminine pronoun where the context so provides.

2.04 Permanent Employees not covered by this Agreement, except in cases of emergency or for job training purposes, shall not perform work that is normally performed by employees covered by this Agreement.

2.05 Temporary employees shall be permitted to replace permanent employees who are temporarily absent for Pregnancy Leave, Parental Leave, Long Term Disability, Workers' Compensation, Personal Leave and Sick Leave.

ARTICLE 3 MANAGEMENT FUNCTIONS

3.01 The Union acknowledges that it is exclusively the function of the Commission to:

- (a) maintain order, discipline, and efficiency,
- (b) hire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees, subject to the provisions of this Agreement, provided that a claim of discriminatory promotion, demotion or layoff, or that an employee has been suspended or discharged without just cause, may be treated as a grievance as provided under the Grievance Procedure,
- (c) maintain and enforce rules and regulations governing the conduct of the employees; and
- (d) generally to manage the Commission, and, without restricting the generality of the foregoing, to determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment to be used, schedules of work, and all other matters concerning the Commission's operation not otherwise specifically dealt with elsewhere in this Agreement

3.02 The Commission agrees that these functions shall only be exercised in a manner consistent with the provisions of this Agreement

ARTICLE 4 RELATIONSHIP

4.01 (a) The Commission and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or their representatives or members because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap, political affiliation, or membership or non-membership in the Union or because of activity or lack

of activity in the Union

- (b) The Commission and the Union agree that every employee has a right to be free from sexual or personal harassment and from any reprisal or threat of reprisal for the rejection of such behaviour
- (c) New employees shall be advised of the name of their Steward with an introduction within the first thirty (30) days of employment
- (d) A utility/union steward will have reasonable time to investigate union members' concerns regarding the implementation and/or interpretation of the Collective Agreement during working hours provided that they have the authorization of the department supervisor. In obtaining such authorization the utility/union steward shall state his/her destination to the immediate supervisor and report to the supervisor at the time of his/her return to work. In accordance with this understanding utility/union stewards dealing with employees' grievances during their regular hours of work shall not suffer any loss of pay.
- (e) The Union will supply the Commission with the names of its officers. Similarly the Commission will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

4.02 The Union further agrees that there will be no solicitation for membership collection of dues or other Union activities on the premises of the Commission except as specifically permitted by this Agreement.

ARTICLE 5 UNION SECURITY

5.01 The Commission shall deduct from the wages of each employee covered by this agreement upon completion of thirty (30) calendar days employment an amount equal to the current monthly dues as set out from time to time and remit the same by the fifteenth (15th) day of the month following to the Financial Officer of the Union.

5.02 In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Commission, the Union agrees to indemnify and save the Commission harmless against any claim or disability arising out of or resulting from the operation of this section.

5.03 The amount of Union dues paid by each member during the year shall be indicated on the Income Tax forms (T4) issued for that year by the employer

5.04 Unless otherwise agreed to, after a letter (s) of reprimand has been on an employee's file for a maximum of three (3) years, and there have been no further occurrences, then the letter(s) of reprimand will be removed from all files.

ARTICLE 6 SELECTION

6.01 In case of selection for vacancies, the following factors shall be considered'

- (a) seniority;
- (b) qualifications.

Where qualifications of the applicants are equal for the position, seniority shall govern.

6.02 Where practical the employer shall make available any temporary position first to qualified permanent employees within the bargaining unit.

ARTICLE 7 SENIORITY

7.01 (e) **Probationary Employee**

An employee shall be considered on probation and will not be subject to the seniority provisions of this Agreement, nor shall his name be placed on the seniority list until after he has completed six (6) months of continuous employment with the Commission. Upon completion of such probationary period, the employee's name shall be placed on the seniority list with seniority dating from the time he was last placed on the active payroll of the

Commission

(b) Temporary Employee

Any temporary employee who is hired into a permanent position and who successfully completes the probationary period shall have their continuous service recognized as seniority

The Commission shall notify the Union in writing in advance where possible of the requirement to hire temporary employees and length of employment of the general nature of the major duties to be performed and the rate to be paid during the employment period

7.02 Seniority List

The Commission shall maintain a seniority list, including employees on extended leave of absence, showing the date upon which each employee commenced employment in the Bargaining Unit. An up-to-date seniority list together with a list of employees on recall shall be given to the Utility Steward twice a year in January and July

7.03 Loss of Seniority

Seniority rights and employment shall be terminated if an employee

- (a) resigns
- (b) is discharged and is not reinstated
- (c) is laid off for a period of more than twenty four (24) months
- (d) is absent from work without permission for three (3) consecutive working days unless an explanation in writing satisfactory to the Commission is given by the employee within ten (10) working days of the start of such an absence
- (e) fails to return to work upon termination of an authorized leave of absence unless a reason in writing satisfactory to the Commission is given or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted

- (f) fails to return to work within seven (7) calendar days after being recalled from layoff by notice sent by registered mail unless an explanation in writing satisfactory to the Commission is given by the employee
- (g) is absent from work due to illness or disability which absence continues more than thirty-six (36) months, except in cases of Workers' Compensation which shall be for the period of compensation. The Commission will continue to pay full applicable benefits during the period of long term disability coverage

7.05 Layoff/Recall

In the event of a layoff the Commission will

- (a) Provide the union with written notice of layoff at least seven (7) calendar days prior to notifying the employees to be laid off
- (b) Meet with the union through the Labour Management Committee to review the following
 - 1 The reason causing the layoff
 - 2 The level of service of the Commission after the layoff
 - 3 Advise the union of the position affected and the names of the employees to be laid off
- (c) Employee shall have no less than thirty (30) calendar days written notice of the layoff

Layoff and Recall

In the event of a layoff, the Commission shall layoff employees in reverse order of seniority, providing that there remains on the job employees who then have the ability to perform the work

An employee who has received written notice of layoff shall elect to either

- (a) accept the layoff, or
- (b) displace an employee who has lesser bargaining unit seniority in the bargaining

unit if the employee originally subject to layoff can perform the duties of the lower or identical classification. Such employees so displaced shall be laid off.

Such election shall be in writing and filed with the Human Resources Department within 48 hours of receipt of the layoff notice. This election shall be final.

An employee shall have opportunity of recall from a layoff to an available opening in order of seniority, provided that they have the ability to perform the work before such an opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. In determining the ability of an employee to perform the work for the purpose of the paragraphs above, the Commission shall not act in an unreasonable manner.

An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within six (6) months of being recalled.

No new employees shall be hired into a bargaining unit position until all those laid off have been given the opportunity to return to work and have failed to do so in accordance with the loss of seniority provision, or have been found unable to perform the work available. Notice of recall shall be by registered mail addressed to the last address on record with the Commission (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Commission.

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such a temporary vacancy shall not be required to accept such a recall and may instead remain on layoff.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one (1) or more part-time employees

Benefits on Lay-off

In the event of a layoff of an employee the Commission will continue to pay its share of the insured benefits premium for up to three (3) months while the employee is on layoff

7.06 Transfer Outside Bargaining Unit

(a) Any employee who moves to a position outside of the bargaining unit for twelve (12) months, may only return to the Bargaining Unit as an outside applicant to a vacancy available. If successful, the employee will be returned with the seniority they had at the time of leaving the Bargaining Unit, for the purposes of recall or layoff only

(b) Should an employee not return to the Bargaining Unit their seniority rights shall cease to exist one (1) year after leaving the Bargaining Unit

7.07 Job Posting

(a) The Commission shall give in advance written notice of vacancies to the Union, and shall post notice of a vacancy in any job classification on all bulletin boards for a period of Seven (7) working days before such vacancy is permanently filled. It being understood that temporary vacancies the duration of which will not exceed sixty (60) days in any six (6) month period or summer jobs, need not be posted

Vacancies created by filling of an initial job vacancy will be posted for a period of four (4) working days only. Employees may make written application for such permanent job vacancy within such seven (7) day period it being understood that the Commission shall not be confined to applicants. In filling the vacancy unless they are qualified for the job concerned in accordance with Section 6.01 foregoing. Internal applicants for a posted vacancy will be

considered before external applicants are considered

(b) A job applicant selected to fill a vacancy shall not be permitted to apply for a further vacancy within a subsequent period of four (4) months except by mutual consent in writing, and shall be deemed to be on trial in respect to the new position for that period

(c) i) It is understood, however that nothing in this section restricts the right of the Commission to temporarily assign an employee to a job which qualifies for posting hereunder on a temporary basis only provided such job is posted within three (3) working days of such temporary assignment and until the posting procedure has been complied with and arrangements made to permit the employee selected if any to fill the vacancy

(c) ii) An employee who has been promoted may be reverted within four (4) months to his former position at his former rate without loss of seniority In such cases related job changes will be reversed

(d) Within seven (7) calendar days of the date of appointment to a vacant position the name of the successful applicant shall be sent to each bargaining unit applicant a copy sent to the Union and a copy posted on all bulletin boards

ARTICLE 8 NO STRIKE NO LOCKOUT

8 01 The Union agrees that during the term of this Agreement there shall be no strikes The Commission agrees that there shall be no lockout during the term of this Agreement

ARTICLE 9 GRIEVANCE PROCEDURE

9 00 (a) The Commission will recognize a Grievance Committee composed of the Utility Steward of the Local and two (2) Stewards If during the term of the agreement utilization of new buildings require additional representation the

Commission will discuss the same with the Union and consider recognition of additional stewards

(b) The Union shall keep the Commission notified in writing of the names of its currently authorized members of the Grievance Committee

9.01 Any difference of opinion regarding the interpretation, application, or administration of the terms of this agreement shall be considered a fit matter for the grievance procedure. An employee shall first give his/her immediate supervisor an opportunity to adjust his/her complaint within three (3) working days after the circumstances giving rise to the complaint have occurred. The employee may request the assistance of his/her Steward during those discussions with his/her immediate supervisor. Grievances shall be in writing for Step 2 and Step 3 and must cite the grievous act or specific provision (§) of the agreement which is claimed to have been violated and the redress sought. Grievances must be filed within fifteen (15) working days of the alleged violation and shall be dealt with in the following manner:

STEP 1

A steward shall first take the matter up with the Supervisor/Manager. They will respond within five (5) working days. Failing settlement at this stage, the union steward may immediately proceed to Step 2 within an additional two (2) working days.

STEP 2

The utility steward shall take the matter up with the Director. The Director will respond within ten (10) working days. Failing settlement at this stage, the utility steward may invoke Step 3 within an additional two (2) working days.

STEP 3

A Grievance Committee with a representative of the Union may take the matter up with the General Manager. The General Manager will respond within ten (10) working days. Failing settlement at this stage, the matter may then be referred at any time within an

additional fourteen (14) working days to arbitration as set out in Article 9
Step 2 and Step 3 decisions to be in writing. Time limits herein set out must be adhered to by both parties unless mutually extended by the parties.

A policy or group grievance pertaining to the interpretation, administration or application of this agreement may be initiated at Step 2 as applicable.

9.02 It is agreed that all differences of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the grievance procedure will be settled by arbitration as defined in the appropriate Section of the Ontario Labour Relations Act.

9.03 An Arbitration Board or Arbitrator shall not have the power to add or to subtract from or change the provisions of this Collective Agreement or to make any decision inconsistent with the provisions of this Collective Agreement.

9.04 The Union and the Commission shall each pay one half of the expenses and remuneration of the Chairman of the Board and shall each bear the expenses and remuneration of their own appointee to the Board and any other expenses incurred in presenting their case.

9.05 The time limit fixed in both the grievance and arbitration procedure may be extended by consent of both parties to this agreement.

ARTICLE 10 DISCHARGE CASES

10.01 The probationary period for a new employee is six (6) months work and the grievance procedure in respect to dismissal is applicable during this probationary period. A claim by an employee that he/she has been unjustly discharged shall be treated as a grievance if written statement of such grievance is lodged with the Commission at Step No 3 within five (5) working days after the discharge is effected. Such special grievance may be settled under the Grievance or Arbitration Procedure by

- (a) confirming the Commission's action in dismissing the employee
- (b) reinstating the employee with payment to him for such time lost due to the discharge at his regular rate for pay for his normally scheduled work for such period less any amounts of money earned by the employee during such period.
- (c) by any other arrangement which may be deemed just and equitable

ARTICLE 12 - HOURS OF WORK

12.01 Inside Employees

The normal work week for office, clerical and technical employees shall consist of thirty-five (35) hours per week Monday to Friday inclusive, and the normal work day shall consist of seven (7) hours excluding the lunch period. The normal hours of work shall be between 7:30 a.m. and 4:30 p.m., with up to one (1) hour for lunch between 12:00 noon and 2:00 p.m. It is understood and agreed that employees prevented from completing their lunch period by 2:00 p.m. shall be permitted to extend said lunch period beyond 2:00 p.m., subject to notification of their immediate supervisor. Where mutually agreed to between Union and Management, the normal hours of work for individuals may be between the hours of 7:30 a.m. and 6:00 p.m.

12.02 Outside Employees

The normal work week for outside employees shall consist of forty (40) hours per week Monday to Friday inclusive, and the normal work day shall consist of eight (8) hours excluding the lunch period. The normal hours of work shall be between 7:30 a.m. to 4:30 p.m., with up to one (1) hour off for lunch between 11:30 a.m. and 2:00 p.m. It is understood and agreed that employees prevented from completing their lunch period by 2:00 p.m. shall be permitted to extend such time beyond 2:00 p.m. or to make other mutually-acceptable arrangements with their immediate supervisor. The above hours may be altered to allow for "summer hours" or "winter hours".

12.02 (a) During winter months (Eastern Standard Time) Line Crews and Forestry Crews working away from Hydro property shall be paid a meal allowance

12.03 Overtime Outside/Inside Employees

Authorized work performed by Bargaining Unit Employees in excess of the employees normal work week or normal work day shall be compensated for at the rate of one and one half times their normal rate of pay plus one-half time credited to a lieu time bank

Such lieu time should be taken within three months of the time earned at a time mutually agreed with management. Accumulated lieu time at calendar year end shall be taken by April 1 of the following year. Agreement to such scheduling shall not be unreasonably withheld by either party.

12.04 Break Periods (Outside Employees)

There will be two (2) fifteen (15) minute break periods allowed each day for outside employees. one (1) in the forenoon, and one (1) in the afternoon subject to the understanding that such break periods will not unduly interfere with the efficient operation of the Commission.

12.05 Scheduled Overtime (Outside Employees)

All time worked by outside employees beyond the normal work day or work week or on a holiday, shall be considered as overtime. Such time will be referred to as scheduled overtime if written notice is given to the employee of the work before the end of normal hours on the preceding working day. The Commission will maintain a log of scheduled overtime performed by each employee, and post it for inspection by an employee and will attempt to balance such overtime among employees qualified to perform such work.

12.06 Call Out

An employee who is called to work unscheduled Overtime shall be paid for a minimum of two (2) hours work at the appropriate overtime rate. It is understood however that not

more than two (2) minimum-time calls shall be paid to one (1) employee on any calendar day, and that for subsequent calls payment will be made only for hours actually worked. Overlapping of minimum calls is not permitted.

12.07 Meal Allowance

An employee who is required to work overtime for one and one-half (1 1/2) hours or more immediately prior to, or after, the normal work day, or prior to, or after, a scheduled overtime of eight (8) hours, shall be paid a meal allowance of \$8.50, and shall be allowed one-half (1/2) hour of paid overtime, within three (3) hours of commencing the unscheduled overtime, to obtain a meal. If this meal falls within the normal working hours, the rate shall be the regular hourly rate. If otherwise, the appropriate overtime rate will apply. Meal allowance of equal amount, and meal time under the same conditions will be allowed after each four (4) hours worked of consecutive unscheduled overtime

Any employee, having worked eight (8) hours of unscheduled overtime, may at his request be allowed four (4) hours unpaid rest time before resuming work. No loss of regular time pay shall be imposed under this condition. Facilities for this purpose will be established and maintained by the Commission

12.08 On Call Outside Employees

(a) Outside employees covered by this Agreement may be placed as required "on call" outside their regular hours of work. Such employees Scheduled by the Commission to be "on call" shall remain available for work and shall be entitled (in addition to any call-out pay as provided in Article 12) to "on call" pay on the following basis:

"On call" pay shall be in the amount of \$125.00 per week from September 5, 1991. For the purpose of this section, a week shall be defined as a seven (7) day period commencing at the conclusion of the employee's work on the day on which he is scheduled to commence "on call", and shall include all hours

outside of his regular shift. Where a Statutory Holiday falls during the week for which an employee is 'on call' the employee shall perform any unscheduled overtime work required during the normal hours specified in Section 12.02 on that day with the provisions of Sections 12.05 and 12.06 waived. The employee shall then be entitled to a day off with pay in lieu of the holiday concerned. Such lieu days shall be used at a mutually acceptable time. Where scheduled overtime occurs on a Statutory Holiday Section 12.03 shall apply.

(b) It is understood and agreed that the Commission, in addition to any further action it deems advisable, has no obligation to pay 'on call' pay where the employee 'on call' was not readily available for work.

(c) When an employee is 'on call' a paging device will be supplied.

(d) A Commission vehicle may be supplied to employees when on call at the discretion of their supervisor.

12.09 The Commission agrees to post 'on call' schedules indicating the employees normally scheduled for duty on weekly rotation. It is agreed that employees may voluntarily exchange duty schedules provided that such exchanges are submitted in writing to the Commission not less than seventy-two (72) hours before the scheduled overtime and provided that each employee scheduled for duty accepts at least fifty (50) percent of his rotational duty.

12.10 Accumulation of Overtime

Employees may elect to accumulate overtime earnings in preference to normal payout or delayed payout during the first eleven (11) months of a calendar year. Such elections shall be made in writing not less than five (5) full working days before the effective date and shall specify the period for effect. The Commission will, within five (5) working days, acknowledge the election.

12.11 Requests for payout of accumulated overtime earnings shall be submitted in writing with not less than five (5) working days notice. Such requests may be accompanied by a request for unpaid leave of absence, in which case the advance notice required will be ten (10) working days. The Commission will normally grant such requests for leave

12.12 Any, or all, accumulated overtime earnings not previously scheduled for payment on record at December 1st in each year, will be paid to the employee concerned on the regular pay day nearest to December 15th

12.13 Shift Differential:

The premium shall be 70 cents per hour to employees scheduled to start work between the hours of 12:00 and 21:00; 85 cents per hour effective September 5, 1991 to employees scheduled to start work between the hours of 21:00 and 07:00, and effective April 1, 1992 the premium shall be 90 cents per hour.

No employee shall be required to work a shift schedule against their wishes when other qualified employees are willing to perform the required work. If the numbers willing to work the shift are insufficient the shift work will be assigned in reverse seniority among the other qualified employees.

12.13.01 Operators

The weekend shift starts at 23:00 hours on the Friday and ends at 23:00 hours on Sunday and all regular hours worked between these hours will pay a premium of one dollar and twenty-five cents (\$1.25) per hour.

Senior Operators

Shift work conditions specific to the Senior Operator classification will be as follows:

Day Shift (D1): 0700 to 1900 hours, all week;

Night Shift (N1): 1900 to 0700 hours, all week,

BackUp Shift (D2/d2): 0700 to 1900 hours (D2) or 1500 hours (d^)

The senior operators shall rotate on a five (5) week cycle between Day Night and Backup Shifts. A typical example form of rotation is shown below.

Day	M	T	W	T	F	S	S
Week1	-	D1	D1	-	-	D1	D1
Week 2	D1	-	-	D1	D1	-	-
Week3	-	N1	N1	-	-	N1	N1
Week4	N1	-	-	N1	N1	-	-
Week5	-	d2	d2	d2	d2	-	-

Operating Staff will have input to the schedule.

Senior Operators will be placed "on-call" outside their scheduled working hours. On a weekly basis (start at 0700 hours Tuesday) the D1 Operator (Week 1 part of the cycle) will be on-call. If the situation is such that an additional support beyond the On-Call Operator is required in the Senior Operator schedule, then other Operators shall be called out as available.

The Senior Operator's Week 5 hours of work may be changed provided notice is given by 1500 hours the second Friday preceding the start of the shift. Altered schedules subject to the System Control Superintendent's coverage priorities.

Operators

Shift work conditions specific to the Operator classification are as follows:

Day shift (Da/da) 0700 to 1900 hours (Da) or 0700 to 1500 hours (da) Monday to Sunday

Evening Shift (e) 1500 to 2300 hours, Monday to Friday

The operators will rotate on a three (3) week cycle between Day and Evening Shifts. A typical example of rotation is shown below.

Day	M	T	W	T	F	S	S
Week 1	Da	-	-	Da	da	-	
Week 2	e	e	e	e	e	-	
Week 3	da	da	da	-	-	Da	Da

Operating staff will have input to the schedule

The Operator's Week # 3 hours of work may be changed provided notice is given by 1500 hours the second Friday preceding the start of this Shift. Altered schedules subject to the System Control Superintendent's coverage priorities

Operators scheduled to work on Statutory Holidays shall be given the shift off with pay as per Article 13 of the Collective Agreement

Operator Vacation Coverage

Vacation approval is subject to the requirements to maintain an efficient operation within the Control Room. The work schedules of Week 5 Senior Operators and Week 3 Operators may be modified to accommodate other Operator vacation requests as follows

- 1 Modified schedules consisting of shifts of 8 or 12 hours duration Monday to Sunday for the Senior Operator Week 5 and Operator Week 3 shall be posted by 1500 hours the second Friday prior to the start of their weekly cycle
- 2 Attempts will be made to ensure that the total hours worked for the modified week do not exceed the total hours that were normally scheduled. Hours worked in excess of the normally scheduled amount for the weekly period shall be paid at standard overtime rates

Operator Sick Coverage

From time to time the normal coverage schedule for the Control Room may be disrupted due to illness or absence of a member of the Operating Staff. Under such circumstances, it will be necessary to rearrange the work schedule to provide appropriate coverage

If the illness or absence is long term (more than a weekly cycle) and compromises efficient coverage, schedules shall be revised and reposted as required by the System Control Superintendent. The Operating staff shall have input to the revised schedule.

General

When a regular shift commences before midnight and continues after midnight, all hours during the continuous shift shall, for pay and time balances purposes be recorded and treated as if they occurred during the calendar day in which the shift ends.

If an altered schedule results in less hours worked than the regular schedule, the non-worked hours may be deducted from the accumulated lieu time or worked at a future time as arranged and agreed with the System Control Superintendent.

It is understood that minimum coverage of one individual is required for System Control. Individuals in excess of minimum coverage absent from shift due to vacation, sick or other reasons will be replaced only under the direction of the System Control Superintendent.

It is understood that the Senior Operator Week 5 and Operator Week 3 may have their hours of work changed on a particular day to cover vacation requests or other long term impacts on the System Control operations.

12.13.02 Trouble Crew

Shift work conditions specific to the Trouble Crews are as follows:

Evening Shift 15:30 to 24:00;

It is understood and agreed that to provide the employee benefits covered by the Collective Agreement, temporary assignments to allow vacation entitlement to those on the evening shift will be solicited from the Membership and if unsuccessful, Management will assign the shift duties to the most junior qualified employee given two weeks notice of intent. Internal applicants for the sub foreperson position on the evening shift trouble crew must be willing to perform the duties for a minimum of one (1) year's duration after which

the incumbent will return to their previous classification on request at a mutually agreed date

ARTICLE 13 HOLIDAYS

13.01 Employees shall be entitled to the following holidays with pay

- | | |
|----------------|------------------|
| New Year's Day | Good Friday |
| Easter Monday | Victoria Day |
| Canada Day | Civic Holiday |
| Labour Day | Thanksgiving Day |
| Christmas Day | Boxing Day |

Heritage Day, if proclaimed as a Statutory Holiday Until such proclamation occurs each employee will be credited with a floater holiday The last working afternoon before Christmas The last working afternoon before New Years Day

13.02 Holiday pay will be computed on the basis of the number of hours that the employee would otherwise work had there been no holiday at his regular straight time rate of pay

13.03 In order to qualify for holiday pay, the employee must work the full scheduled shift on each of the working days immediately preceding and immediately following the holiday concerned, except in cases of excused absence satisfactory to the Commission

13.04 Any employee scheduled to work on a holiday who does not report to work shall forfeit his holiday pay except in cases of excused absence satisfactory to the Commission

ARTICLE 14 VACATIONS

14.01 Vacation entitlement for employees shall be determined on their anniversary of their last entry into the employ of the Commission During an employee's first year an accumulation of one (1) day per month to a maximum of ten (10) days will be allowed Vacation entitlement may be used except as otherwise specified in the interval comprised

of six (6) months before and six (6) months after the anniversary

14 02 During the initial probation period of each employee no vacation entitlement may be used

14 03 Employees may accumulate a maximum of two (2) weeks vacation entitlement in one (1) year for use in the year immediately following provided that written notice of such intention is given to the Commission on or before the entitlement anniversary of the employee concerned

14 04 Vacation entitlement shall be as follows

On the first and second anniversaries ten (10) paid days

After three years service fifteen (15) paid days

After eight years service twenty (20) paid days

Effective for the 1992 Vacation Year

After fourteen years service twenty five (25) paid days

After twenty five years service thirty (30) paid days

14 05 Where a paid holiday occurs during an employees absence on vacation such holiday may be applied at another time if mutually agreed to

14 06 Employees who have completed their probationary period and who are terminated shall be entitled to vacation pay based on length of continuous service as set out above in such proportion as their service in months for which no vacation pay has been given bears to twelve (12) months

14 07 Vacation schedules shall be posted prior to March 31st The choice of vacation dates shall be fairly and equitably rotated subject to the requirements to maintain an efficient operation within the department

However during the period from June 15th to September 15th of each calendar year an employee shall be limited to an unbroken vacation period of up to three (3) weeks

14.08 If an employee suffers a *bona fide** illness while on vacation, such time shall revert to sick leave. Upon return to work, the employee shall be credited with vacation to be used at a future date, mutually agreed upon.

bona fide to mean normally hospitalized or *complete confinement* to bed in the home under a regular physician's care.

ARTICLE 15 SICK LEAVE

- 15.01** (a) Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, quarantined for a contagious disease, or under examination or treatment by a physician, chiropractor, or dentist, or because of an accident for which compensation is not yet payable under the Worker's Compensation Act
- (b) Eighteen (18) days sick leave per year shall be earned by an employee at the rate of one and one-half (1 1/2) days for every month an employee is employed.
- (c) An employee may be required to produce proof of sickness for any absence in the form of a medical certificate, and in all cases of sickness of more than three (3) working days, a medical certificate is compulsory before returning to work
- (d) The unused portion of an employee's sick leave shall accrue for his future benefits.
- (e) The Commission shall, during January, advise each employee individually in writing of his accrued sick leave and vacation credits at December 31st
- (f) In the case of illness of an employee's child or spouse, when no one at home other than the employee can provide for the needs of the ill person, the employee may, after notifying their supervisor, use up to a maximum of three (3) days per calendar year of their accumulated sick days for such paid leave

15.02 The Commission agrees to maintain a Long Term Disability Plan in addition to the foregoing provisions for sick leave, which will provide 75% of normal earnings after a seventeen (17) week waiting period. It is recognized that illnesses or disabilities of shorter duration than seventeen (17) weeks will normally be covered by sick leave and/or unemployment insurance.

Premiums for this plan shall be paid in full by the Commission. While on Long Term Disability an employee shall maintain seniority and shall be entitled to all benefits under this Collective Agreement, excluding the accumulation of sick leave credits and vacation credits.

All employee benefits shall be paid by the employer while the employee is disabled.

15.03 It is understood that sick leave is not applicable where leave is granted under Section 17.04.

15.04 When requested by Management to produce a Doctor's Certificate after illness or injury, the Commission will reimburse the employee for any Doctor's fee associated with obtaining such a Certificate upon presentation of the associated bill or receipt. The maximum amount payable is \$10.00 per request.

ARTICLE 16 EMPLOYEE BENEFITS

16.01 The Commission agrees during the term of this Agreement to maintain coverage at the Commission's cost of eligible employees for:

(1) Basic medical protection through the Employer Health Tax,

(2) **Life Insurance** 200% of annual salary,
maximum \$150,000

(3) **Dental** Basic coverage presently in force
Effective the date of ratification 1995 O.D.A. rates
Effective April 1, 1997 O.D.A. 1996 rates

Major restorative including crowns, caps and inlays at 87% of the applicable schedules to an annual maximum of \$1,500.00

Orthodontic - \$3,000 Lifetime maximum, 50% coverage of expense, no age limit

(4) Visioncare - Effective April 1, 1992, \$170.00 per 24 month period

(5) Prescription Card - Effective April 1 1992, \$1.00 per prescription

(6) Drugs - In converting to the Managed Health Care Formulary (generic drugs unless "no substitutions" is written on prescription or therapeutic equivalents) the Commission will maintain the existent formulary save and except for over-the-counter medication

16.02 Employees in the employ of the Commission at December 31, 1982 are entitled to the Supplementary O M E R S Pension Plan, Type III (Early Retirement only the '85 formula) All regular and probationary employees hired on, or after January 1 1983 are eligible for the O M E R S Basic Plan

16.03 Retiree Benefits - Effective October 1, 1991, for future retirees with a minimum of five (5) years continuous service with Vaughan Hydro who retire under the O M E R S Plan will be covered for

-Life Insurance \$6,000
-Visioncare \$150.00/24 month period
-Basic Dental
Effective the date of ratification 1992 O D A rates
Effective April 1 1997 O D A 1993 rates

The Commission agrees to pay 100% of the premiums and benefits for early retirees/retirees from the date of retirement from the Vaughan Hydro Electric Commission for life

16.04 Disabled Employees' Accommodation Committee

The Commission agrees that a joint Disabled Employees' Accommodation Committee' with equal representation of union and management members will be structured to recommend the accommodation of employees' with disabilities in the workplace

16.05 Prior to any change in the benefits coverage provided by the Commission to any equivalent coverage consultation with the Union will be undertaken to ensure continuity

and extent of coverage This is to ensure that the level of benefits shall remain at the same level as currently provided for by the current provider (Canada Life Group Plan 48300)

16.06 The Commission will **retain** the entire premium reduction granted by the Unemployment Insurance Commission due to the Vaughan Hydros sick leave plan to be applied against Vaughan Hydros cost of benefits

ARTICLE 17 LEAVE OF ABSENCE

17.01 Personal Leave

The Commission may in its discretion grant leave of absence without pay and without **loss** of seniority to an employee for personal reasons All requests of such leave of absence shall be in writing as far in advance as practicable and the Commission agrees to confirm or deny the request for such leave as soon as **practicable**

17.02 Bereavement Leave

In the event of a death in the family of an employee the Commission will grant time off with pay (exclusive of any premiums) for up to three (3) days Family shall mean father mother spouse common law spouse brother sister child father in law mother in law son in law and daughter in law One (1) paid day only shall be allowed in respect to **grandparent** grandchild sister-in law brother in law niece or nephew Where exceptional circumstances arise the Commission may at its discretion allow additional time with pay

17.03 Leave for Union Business

The Commission agrees to grant leave of absence without pay and without loss of seniority for Union business to employees selected by the Union to attend conventions or conferences It is understood however that the cumulative total leave of absence granted

under this Section shall not exceed forty (40) working days in any calendar year (and a maximum of ten (10) days for any one (1) employee), and that the requests for such leave of absence shall be made in writing at least three (3) weeks in advance of such leave. The Commission agrees to confirm or deny the request for such leave of absence within five (5) calendar days of receipt of the request. In the event that the employee chosen becomes unable to proceed, a substitution acceptable to the Commission will be allowed.

17.04 Pregnancy Leave

- (a) Upon at least two (2) weeks written notice to the Employer and provision of a Certificate from a legally qualified medical practitioner stating the expected birthdate, a pregnant employee will be granted seventeen (17) weeks pregnancy leave without pay.

Parental Leave

- (b) Unpaid Parental Leave of up to eighteen (18) weeks will be granted to employees who have completed thirteen (13) weeks employment upon at least two (2) weeks notice to the Employer. The Parental Leave for a female employee who has taken Pregnancy Leave must commence immediately following the expiration of her Pregnancy Leave. For all other employees, Parental Leave must begin no more than thirty-five (35) weeks after (i) the birth of the child or (ii) the child comes into the care and custody of the parent.
- (c) The following provisions apply to Parental and Pregnancy Leave.
 - (i) Benefit coverage will continue throughout such leave at the same rate of contribution by the employee and employer unless the employee elects in writing not to do so.

(ii) The employee will continue to accrue seniority while on Pregnancy and/or Parental Leave

(iii) At the expiration of such leave, the employee will be reinstated to the same or comparable position held prior to their leave

(iv) All written notifications will be in accordance with the Employee Standards Act, time limits

17.05 Except as provided for in Sections 15.02 and 17.04 and employee who is absent from work under any provision for leave of absence shall be allowed to participate in welfare plans as provided for in this Agreement for a period not exceeding six (6) calendar months, provided that after the first three (3) calendar months he pays to the Commission at not more than monthly intervals the full cost of such plans. The Commission shall pay the full cost of the plans for the first three (3) calendar months.

ARTICLE 18 JURY DUTY

18.01 An employee required to serve as a juror or subpoenaed as a witness shall receive his regular rate of pay, excluding any premiums for time so served provided that the employee furnishes the Commission with a Certificate of Service for that time signed by the Clerk of the Court.

ARTICLE 19 BULLETIN BOARD

19.01 The Commission will provide bulletin board space in an area designated by the Commission for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the local Union.

ARTICLE 20 GENERAL

20.01 Correspondence

Correspondence arising under the provisions of this Agreement, except where otherwise provided, shall be in writing and shall be sufficient if sent by mail addressed to the local Utility Steward

20.02 The Commission agrees to provide each new employee covered by this Agreement with a copy of the Collective Agreement.

20.03 Kilometre Rate

Upon approval of an employee's supervisor, the Commission agrees that the kilometre rates paid to employees using their automobiles on Commission business shall be as follows:

The rate paid per kilometre is related to changes in the Private Transportation Index component of the Consumer Price Index of Canada.

The rate of 36 cents per kilometre is effective April 1, 1996. The rate will be reviewed and adjusted quarterly.

It is understood, however, that such payment has no application where employees drive between home and work in the course of their normal duties.

20.04 Classifications

Where the Commission has determined that a new classification is required, or where the Commission has made extensive changes in the duties of an existing job classification, the Commission will discuss the same with the Union.

Any rate for such a job shall be established through joint job evaluation by the joint job evaluation committee.

The Committee shall be composed of four (4) members, two (2) to represent the

Commission and two (2) to represent the union

The Committee exists for the purpose of uniformly evaluating and appraising job classifications according to the job evaluation manual used for Pay Equity

All decisions of the Committee shall be by majority and a quorum shall be four (4) members of the Committee

Where the Joint Committee cannot reach agreement the unresolved issues will be processed through the Grievance/Arbitration process

20.05 Clothing

The Commission agrees during the term of the Agreement to provide certain clothing to employees covered by this Agreement on the basis set out in Schedule B' attached hereto. It is understood that such clothing shall remain the property of the Commission and shall be worn by employees only while on duty.

Employees must return such clothing on termination of employment or where replacement is requested.

20.06 Relief Pay

It is the intent of this item when an employee is relieving in a higher rated position that he/she be properly compensated for the duties that he/she is performing. The assignment of relief is a Management right and increased duties must be assigned, not assumed.

Where an employee is temporarily required by the Commission to assume the job duties of a higher-rated classification than his/her own and the assignment requires the performance of the higher level job and such temporary transfer continues for the full portion of a work day preceding or following a lunch break or more, he shall receive the next highest rate in the job classification (in which he is assigned) over his rate at the time of the transfer.



ARTICLE 21 WAGES

21.01 The Commission agrees to pay, and the Union agrees to accept, during the term of this Agreement, the schedule of wages as set out in Schedule 'A', attached hereto.
Effective October 1, 1996 a 1.0% general wage increase to all employees
Effective October 1, 1997 a 2.0% general wage increase to all employees.

All employees, whose wages have been frozen by the Social Contract, will have their wages increased to the level, effective the date of ratification, that they would have been at if there had been no Social Contract.

ARTICLE 22 TECHNOLOGICAL CHANGE

22.01 The employer agrees to notify the Union as far in advance as possible before introducing any technological changes which affect the bargaining unit employees. Employees (with the basic knowledge and willingness to be trained) will be afforded the opportunity to keep current with new methods, and new technology affecting their work and job security, through on-the-job training, the cost of which will be assumed by the Commission.



ARTICLE 23 TERMINATION

23.01 This Agreement shall continue in effect from April 1, 1996 to March 31, 1998, and continue automatically thereafter for an annual period of one (1) year each unless either party notifies the other in writing not less than thirty (30) days, and not more than ninety (90) days, prior to the expiration date that it desires to amend or terminate this Agreement

23.02 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph or as otherwise mutually agreed on

23.03 The Union Bargaining Committee will be composed of the Utility Steward and three (3) other members of the Local PWU staff representative(s) may be present at the

request of the Local. The Local may select three (3) alternative members of the Bargaining Committee.

Members of the Bargaining Committee who are employees of Vaughan Hydro-Electric Commission shall continue to receive regular pay and credits for up to a total of ten (10) days for negotiation preparation, negotiation, conciliation and mediation, or as extended by mutual agreement. This only applies to the representatives from the Local.

ARTICLE 24 MID-TERMS

A Mid-Term agreement is a modification of this Collective Agreement executed by the parties during the term of the Collective Agreement and thereafter shall form part thereof.

ARTICLE 25 PURCHASED SERVICES

During the term of this Collective Agreement, no regular employee will lose employment as a result of the use of purchased services.

ARTICLE 26 PAY BENEFITS

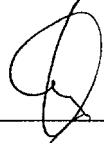
The parties agree that during the life of the collective agreement, if feasible, direct deposit shall be implemented as follows:

1. Weekly pay shall be maintained.
2. Existing employees shall have a one-time option to maintain payment by cheque. This option must be exercised at the time of commencement of the direct deposit system.
3. New employees hired after commencement of the direct deposit system shall receive their pay through direct deposit only.

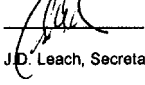
DATED at VAUGHAN this 4th day of October 1996.

VAUGHAN HYDRO-ELECTRIC COMMISSION

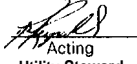
POWER WORKERS' UNION
C U P E LOCAL 1000 - C L C



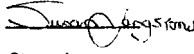
Chairman



J.D. Leach, Secretary



Acting
Utility Steward



Steward

Representative

SCHEDULE 'A'

APPENDIX # 1

Note: New employees will normally start at the "Probation" or "Trial" rate, and will progress to the "Balance of the 1st year" rate on satisfactory completion of six (6) months Probation. Hiring date will be the Anniversary for subsequent progress within a classification. Existing employees will retain the progression Anniversaries established in proposals dated November 21st 1978, and signed on November 22nd, 1978, or as established by later appointments

Performance Reports will be made bimonthly during the Probation period, and progression within the classification will be automatic unless an unfavourable Performance Report is made, and a copy filed with the Union and with the employee concerned at least one (1) month before the progression date

Performance Reports will be made monthly during the Trial period, and progression within the classification will be automatic unless an unfavourable Performance Report is made, and a copy filed with the Union and with the employee concerned at least two (2) weeks before the progression date

Changes in rates of pay will become effective at the beginning pay period nearest to the related Anniversary. Existing classifications shall not be eliminated without prior agreement with the Union

SCHEDULE B - CLOTHING ENTITLEMENT

1. For use of any employees classified as Part I of Schedule 'A' three (3) smocks will be kept available.
2. Clothing will be supplied to employees as follows:
 - (a) Meter Readers, Senicepersons 4 pair trousers
4 shirts
 - (b) Sub-foreperson, Shop Warehouseperson 3 pair trousers
5 1-shirts
3 shirts
2 shop smocks
1 pair overalls or in lieu of both
1 pair coveralls
 - (c) Sub-foreperson, Linesperson 4 pair trousers
Foresters 4 shirts
Inspectors 5 1-shirts
Service Technician 2 pair overalls
Meter Technicians 2 smocks
 - (d) System Control Operators 3 pair trousers
3 shirts
1 smock
 - (e) Station Maintenance & Protection Control Technician 2 pair trousers
2 shirts
1 smock
1 overalls
 - (f) First year employees will receive an issue of clothing on April 1st, or upon successful completion of their probationary period

Additional clothing will be issued by replacement as required, from a suitable supply kept on hand

- (g) One (1) parka will be issued to each employee in these categories (a), (b), (c), (d) and (e) after completion of the probationary period, to be replaced on an exchange basis after normal wear

(h) Employees that are required to wear eye protection to perform their normal duties will be provided with safety glasses, clear and tinted. Where prescription lenses are required, as certified by a prescription, manufactured from an appropriate standard of safety glass, and frames as specified by the Commission.

(i) Employees that are required to wear safety footwear to perform their normal duties will be reimbursed up to a value of \$130.00 (one hundred and thirty dollars), for safety footwear as specified by the Commission.

Replacement will be on the basis of proven need.

SCHEDULE A

EFFECTIVE: OCTOBER 1, 1996

COLLECTIVE AGREEMENT BETWEEN CUPE LOCAL 1000 AND
THE VAUGHAN HYDRO-ELECTRIC COMMISSION

EFFECTIVE : OCTOBER 1, 1997

APRIL 1, 1996 TO MARCH 31, 1998

PART I

INSIDE EMPLOYEES 35 HOURS/WEEK	TRIAL/PROB.	BAL. 1ST YR.	2ND YR.	3RD YR.
JUNIOR CLERK	574.05 585.53	614.00 626.28	653.56 666.63	
SECONDARY INTERMEDIATE CLERK/ JUNIOR ACCOUNTANT	710.58 724.79	738.89 753.67		
PRIMARY INTERMEDIATE CLERK/ SERVICE PERSON	694.85 708.75	741.39 756.22	789.04 804.82	
SENIOR CLERK	669.09 682.47	717.18 731.52	767.59 782.94	816.47 832.80
DRAFTSPERSON	594.00 605.88	638.33 651.10	681.55 695.18	725.88 740.40
SENIOR DRAFTSPERSON	749.15 764.13	797.90 813.86		
SERVICE PERSON 'A	821.18 837.60	852.21 869.25		
TECHNICIAN	749.15 764.13	804.55 820.64	859.96 877.16	915.37 933.68

SCHEDULE A

EFFECTIVE OCTOBER 1, 1996

COLLECTIVE AGREEMENT BETWEEN CUPE LOCAL 1000 AND
THE VAUGHAN HYDRO-ELECTRIC COMMISSION

EFFEC OCTOBER 1, 1997

APRIL 1, 1996 TO MARCH 31, 1998

PART II

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<u>OUTSIDE EMPLOYEES</u>	<u>TRIAL/PROB.</u>	<u>BAL. 1ST YR.</u>	<u>2ND YR.</u>	<u>3RD YR.</u>	<u>4TH YR.</u>	<u>5TH YR.</u>
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(40 HOURS/WEEK)

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LABOURER	14.96 15.26	15.90 16.22				
WAREHOUSEPERSON	16.40	17.54	18.66			
STORES CLERK	16.73	17.89	19.03			
DISPATCHER						
METER READER	17.24 17.58	18.35 18.72	19.55 19.94			
SUBFOREPERSONSHOP	19.81 20.21	20.43 20.84				
METER READER 'A	20.30 20.71	21.11 21.53				
SERVICE TECHNICIAN	19.12	20.49	21.94	23.33		
INSPECTOR	19.50	20.90	22.38	23.80		

SCHEDULE A

EFFECTIVE: OCTOBER 1, 1996

COLLECTIVE AGREEMENT BETWEEN CUPE LOCAL 1000 AND
THE VAUGHAN HYDRO-ELECTRIC COMMISSION

EFFECTIVE : OCTOBER 1, 1997

APRIL 1, 1996 TO MARCH 31, 1998

<u>OUTSIDE EMPLOYEES (40 HOURS/WEEK)</u>	<u>TRIAL/PROB.</u>	<u>BAL. 1ST YR.</u>	<u>2ND YR.</u>	<u>3RD YR.</u>	<u>4TH YR.</u>	<u>5TH YR.</u>
FORESTER	16.40 16.73	17.79 18.15	19.17 19.55	20.54 20.95	22.01 22.45	23.39 23.86
LINEPERSON OPERATOR	16.91 17.25	18.35 18.72	19.87 20.27	21.31 21.74	22.77 23.23	24.21 24.69
METERPERSON TECHNICIAN						
TECHNICIAN 'A (SERVICE)	24.07 24.55	24.83 25.33				
SUBFOREPERSON (FORESTRY)	24.33 24.82	25.27 25.78				
SUBFOREPERSON LINEPERSON METERPERSON OPERATOR	25.14 25.64	26.21 26.73				