

Collective Agreement

between

Toronto Hydro

and

Canadian Union of Public Employees  
Local 1

Begins:  
02/01/2003

Terminates:  
01/31/2006

11877 (03)

# TABLE OF CONTENTS

ITEM	PAGE
ARTICLE 1.....	1
PURPOSE.....	1
ARTICLE 2.....	1
UNION RECOGNITION.....	1
ARTICLE 3.....	2
NO DISCRIMINATION.....	2
ARTICLE 4.....	2
MANAGEMENT RIGHTS.....	2
ARTICLE 5.....	3
STRIKES & LOCKOUTS.....	3
ARTICLE 6.....	4
UNION SECURITY & CHECK-OFF.....	4
ARTICLE 7.....	5
STEWARDS.....	5
ARTICLE 8.....	6
GRIEVANCE PROCEDURE & ARBITRATION.....	6
<i>Arbitration</i> .....	8
ARTICLE 9.....	9
SENIORITY.....	9
ARTICLE 10.....	9
JOB POSTING & VACANCY.....	9
<i>Relative Experience</i> .....	10
<i>Promotion</i> .....	10
<i>Classification Conditions</i> .....	11
<i>Probation</i> .....	13
<i>Demotion</i> .....	14
<i>Job Descriptions</i> .....	15
ARTICLE 11.....	15
LAYOFF & RECALL.....	15
<i>Severance Pay</i> .....	16
ARTICLE 12.....	16
TEMPORARY TRANSFER.....	16
<i>Relief-Short Term</i> .....	16
<i>Relief-Long Term</i> .....	16
<i>Temporary Transfer Outside the Bargaining Unit</i> .....	18
<i>Work Assignment</i> .....	18
ARTICLE 13.....	19
LEAVES OF ABSENCE FOR UNION BUSINESS.....	19
<i>Union Health and Safety Representative</i> .....	21
<i>Self-Funded Leave Plan</i> .....	22
<i>New Member Interview</i> .....	22
ARTICLE 14.....	23
ABSENCE WITHOUT LEAVE.....	23
ARTICLE 15.....	23
BULLETIN BOARDS.....	23
ARTICLE 16.....	23
JURY & WITNESS DUTY.....	23
ARTICLE 17.....	23
BEREAVEMENT LEAVE.....	23
ARTICLE 18.....	25

<b>SAFETY FOOTWEAR ALLOWANCE</b> .....	<b>25</b>
<b>ARTICLE 19</b> .....	<b>25</b>
<b>PUBLIC HOLIDAYS</b> .....	<b>25</b>
<b>ARTICLE 20</b> .....	<b>27</b>
<b>VACATION</b> .....	<b>27</b>
<b>ARTICLE 21</b> .....	<b>29</b>
<b>DRIVER'S LICENCE, TRADE &amp; PROFESSIONAL FEES</b> .....	<b>29</b>
<i>Driver's Licence</i> .....	29
<i>Trade &amp; Professional Fees</i> .....	29
<b>ARTICLE 22</b> .....	<b>30</b>
<b>WORK CLOTHING</b> .....	<b>30</b>
<b>ARTICLE 23</b> .....	<b>30</b>
<b>TOOL REPLACEMENT</b> .....	<b>30</b>
<b>ARTICLE 24</b> .....	<b>30</b>
<b>HEALTH, WELFARE &amp; INSURANCE BENEFITS</b> .....	<b>30</b>
<i>Pregnancy, Adoption and Parental Leave</i> .....	30
<i>Provision of Leave</i> .....	30
<i>Protection of Benefits, Seniority, Pensions</i> .....	31
<i>Wage Top-Up for Pregnancy Leave</i> .....	31
<i>Maintenance of Wages for Adoption Leave</i> .....	31
<i>Spousal Leave at Time of Birth or Adoption</i> .....	32
<i>Reinstatement</i> .....	32
<i>Medical &amp; Hospital Services &amp; Dental Plan</i> .....	33
<i>Long Term Disability</i> .....	33
<i>Definitions</i> .....	33
<i>Benefit Schedule</i> .....	36
<i>Benefit Formula</i> .....	36
<i>Vacation</i> .....	37
<i>Effective Date</i> .....	37
<i>Rehabilitative Employment</i> .....	37
<i>Sick Pay Credit</i> .....	37
<i>Non-Shift</i> .....	38
<i>Shift</i> .....	38
<i>Sick Pay Credit Payout</i> .....	41
<i>Pensions</i> .....	41
<b>ARTICLE 25</b> .....	<b>43</b>
<b>LABOUR/MANAGEMENT COMMITTEE</b> .....	<b>43</b>
<b>ARTICLE 26</b> .....	<b>44</b>
<b>HEALTH &amp; SAFETY</b> .....	<b>44</b>
<i>The Workplace Committee</i> .....	44
<i>Terms of Reference</i> .....	44
<i>The Steering Committee</i> .....	47
<i>Terms of Reference</i> .....	47
<i>Safety</i> .....	49
<i>VDT Workers</i> .....	49
<i>Students</i> .....	49
<b>ARTICLE 27</b> .....	<b>50</b>
<b>ACCOMMODATION</b> .....	<b>50</b>
<i>Accommodation Committee</i> .....	50
<i>Reimbursement for Additional Medical Documentation</i> .....	51
<i>Permanent Placement</i> .....	51
<i>Temporary Placement</i> .....	52
<b>ARTICLE 28</b> .....	<b>53</b>
<b>TRAINING</b> .....	<b>53</b>
<b>ARTICLE 29</b> .....	<b>53</b>
<b>JOB SECURITY</b> .....	<b>53</b>

<b>ARTICLE 30</b> .....	<b>53</b>
<b>TECHNOLOGICAL CHANGE</b> .....	<b>53</b>
<i>Advance Notice</i> .....	53
<i>Priority Rights</i> .....	54
<i>New Job</i> .....	54
<i>Significant Change</i> .....	55
<b>ARTICLE 31</b> .....	<b>56</b>
<b>RETROGRESSION</b> .....	<b>56</b>
<b>ARTICLE 32</b> .....	<b>57</b>
<b>PERFORMANCE APPRAISAL</b> .....	<b>57</b>
<i>Records</i> .....	57
<i>Warning</i> .....	58
<b>ARTICLE 33</b> .....	<b>58</b>
<b>HOURS OF WORK &amp; OVERTIME</b> .....	<b>58</b>
<i>Schedules</i> .....	55
<i>Shift Differentials</i> .....	62
<i>Standby Period</i> .....	62
<i>Overtime</i> .....	63
<i>Absence with Pay</i> .....	65
<i>Non-Shift</i> .....	65
<i>Public Holiday</i> .....	66
<i>Travel Time</i> .....	66
<i>Meal Allowance</i> .....	67
<i>Mileage Allowance</i> .....	68
<i>Break Periods</i> .....	68
<i>Parking and Telephone Charges</i> .....	69
<b>ARTICLE 34</b> .....	<b>69</b>
<b>OFFICE PERSONNEL</b> .....	<b>69</b>
<b>ARTICLE 35</b> .....	<b>69</b>
<b>TERM OF AGREEMENT</b> .....	<b>69</b>
<i>COLA</i> .....	70
<i>Printing of the Agreement</i> .....	7
<b>SCHEDULE I</b> .....	<b>74</b>
<b>JOB CLASSIFICATIONS AND WAGE RATES</b> .....	<b>74</b>
(EFFECTIVE DECEMBER 18, 2002 TO JANUARY 31, 2004).....	74
<b>SCHEDULE I</b> .....	<b>75</b>
<b>JOB CLASSIFICATIONS AND WAGE RATES</b> .....	<b>75</b>
(EFFECTIVE DECEMBER 18, 2002 TO JANUARY 31, 2004).....	75
<b>SCHEDULE I</b> .....	<b>75</b>
<b>JOB CLASSIFICATIONS AND WAGE RATES</b> .....	<b>75</b>
(EFFECTIVE DECEMBER 18, 2002 TO JANUARY 31, 2004).....	75
<b>SCHEDULE I</b> .....	<b>76</b>
<b>JOB CLASSIFICATIONS AND WAGE RATES</b> .....	<b>76</b>
(EFFECTIVE FEBRUARY 1, 2004 TO JANUARY 31, 2005).....	76
<b>SCHEDULE I</b> .....	<b>77</b>
<b>JOB CLASSIFICATIONS AND WAGE RATES</b> .....	<b>77</b>
(EFFECTIVE FEBRUARY 1, 2004 TO JANUARY 31, 2005).....	77
<b>SCHEDULE I</b> .....	<b>77</b>
<b>JOB CLASSIFICATIONS AND WAGE RATES</b> .....	<b>77</b>
(EFFECTIVE FEBRUARY 1, 2004 TO JANUARY 31, 2005).....	77
<b>SCHEDULE I</b> .....	<b>78</b>
<b>JOB CLASSIFICATIONS AND WAGE RATES</b> .....	<b>78</b>
(EFFECTIVE FEBRUARY 1, 2005 TO JANUARY 31, 2006).....	78
<b>SCHEDULE I</b> .....	<b>79</b>
<b>JOB CLASSIFICATIONS AND WAGE RATES</b> .....	<b>79</b>
(EFFECTIVE FEBRUARY 1, 2005 TO JANUARY 31, 2006).....	79
<b>SCHEDULE I</b> .....	<b>79</b>
<b>JOB CLASSIFICATIONS AND WAGE RATES</b> .....	<b>79</b>
(EFFECTIVE FEBRUARY 1, 2005 TO JANUARY 31, 2006).....	79

<b>LETTER OF INTENT #1</b> .....	<b>80</b>
<i>Re: Compressed Work Week - inside Bargaining Unit</i> .....	
<b>LETTER OF INTENT #2</b> .....	<b>81</b>
<i>Re: Part Time Employees</i> .....	<i>81</i>
<b>LETTER OF INTENT #3</b> .....	<b>82</b>
<i>Re: Resource Balancing</i> .....	<i>82</i>
<b>LETTER OF INTENT #4</b> .....	<b>84</b>
<i>Re: Benefit Plans of Existing Retirees</i> .....	<i>84</i>
<b>LETTER OF INTENT #5</b> .....	<b>85</b>
<i>Re: Work Assignment</i> .....	<i>85</i>
<b>LETTER OF INTENT #6</b> .....	<b>86</b>
<i>Re: Use of Temporary Staff</i> .....	<i>86</i>
<b>LETTER OF INTENT #7</b> .....	<b>87</b>
<b>LETTER OF INTENT #8</b> .....	<b>88</b>
<i>Re: Lunch Period</i> .....	<i>88</i>
<b>LETTER OF INTENT #9</b> .....	<b>89</b>
<i>Re: Toronto Hydro's Post Retirement Benefits Program</i> .....	<i>89</i>
<b>LETTER OF INTENT #10</b> .....	<b>90</b>
<i>Re: Temporary and Indefinite Relocation of Employees within the City of Toronto</i> .....	<i>90</i>
<b>LETTER OF INTENT #11</b> .....	<b>92</b>
<b>LETTER OF INTENT #12</b> .....	<b>93</b>
<i>Re: Status Statement of Vacation, Sick and Lieu Hours</i> .....	<i>93</i>
<b>LETTER OF INTENT #13</b> .....	<b>94</b>
<i>Re: Mapping Document</i> .....	<i>94</i>

INSIDE EMPLOYEES' AGREEMENT

Between

TORONTO HYDRO

(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 Inside 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 I of this Agreement.
- (b) For greater certainty, but without expanding Schedule I, 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; and persons regularly employed for not more than 24 hours per week.

## 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 Inside 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 Inside 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 Inside employees.
- 6.02 Students may be employed either for the summer vacation period extending from April 15<sup>th</sup> to September 15<sup>th</sup> 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 18.02 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 Inside 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 Inside 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 Inside 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 I. 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 appropriate Union Steward covered under this Collective Agreement. 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 shall be defined as the length of service with the Employer.
- 9.02 A seniority list shall be posted by the Employer on notice boards by May 1st. Copies to be sent to the Union.
- 9.03 Any employee disagreeing with her/his standing may refer it to the Grievance Procedure.
- 9.04 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. **An** employee returning to the bargaining unit shall be subject to the agreement of the Union.
- 9.05 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 seniority standing, unless otherwise determined subsequent to consultation at the Labour/Management Committee.

## ARTICLE 10

### JOB POSTING & VACANCY

10.01

- (a) Where the Employer determines that 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 unsuccessful applicant the reason s/he was not selected.

- (b) If the above position(s) cannot be filled by an Inside Bargaining Unit employee(s) the Outside Bargaining Unit employee(s) will be considered.
- (c) The name of the successful employee(s) 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, Retrogression 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 In all cases of permanent transfer (except Demotion Article 10.16) or promotion to positions within the bargaining unit, the following factors shall be considered:

- (a) Current Performance Appraisal rated “Good” or higher
- (b) Qualifications
- (c) Seniority

“Qualifications” shall include related experience rated as good or better, related education or an acceptable combination of both and, where applicable, a satisfactory physical condition and/or satisfactory completion of work test and/or acceptable ability to maintain a co-operative relationship with other employees and the public. Where the factors in (b) are relatively equal seniority shall govern.



If none of the applicants is qualified, the Employer may fill the job in its discretion.

- 10.04 Grievance(s) for senior unsuccessful applicant(s) may be initiated within fifteen (15) working days of the notice of appointment. The grievance shall be initiated at Step Three (3).

Classification Conditions

- 10.05 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.

The Arbitrator established to rule on the grievance shall be restricted solely to determining the appropriateness of the wage rate as applicable to other related rates within the bargaining unit. The job classifications are as attached.

- 10.06 On transfer due to promotion, the following shall apply:

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 receive a one-step increase, providing the maximum rate of the new classification is sufficiently higher to permit it; new anniversary date.

- 10.07 On transfer from 40 hour to 35 hour week classification, the following shall apply:
- (a) If the employee's rate is below maximum of new classification s/he enters, s/he shall transfer laterally with new anniversary date and no progression increase.
  - (b) If the employee's rate is in excess of the rate of the new classification, and her/his probationary period in the current classification has not been completed, then the minimum rate of the new classification shall be paid. If the probationary period has been completed, s/he shall receive one-step below the maximum rate of the new classification.
  - (c) If the employee's rate is below the minimum of the new classification, s/he shall receive the minimum rate of the new classification and progress in the usual way; new anniversary date.
  - (d) If the employee's rate is similar to maximum of the new classification, s/he shall receive one-step below the maximum rate of the new classification.
- 10.08 On transfer from 35 hour to 40 hour week, the employee shall receive a step for the additional hours provided the new maximum is sufficiently higher to permit.
- 10.09 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 she 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 Driver's Licence is required to discharge a responsibility of a classification and when the Driver's Licence of an employee in such classification is suspended for not more than twelve (12) months, the employee shall be occupied as determined by the Employer and her/his wage rate during such period shall be reduced by one step. When the employee regains the Driver's Licence, s/he shall be allowed to return to her/his former classification and wage rate. If the loss of the licence is for a period in excess of twelve (12) months, the employee may be demoted as per provision 10.16.

- 10.18 Provisions 10.16 and 10.17 above do not apply to new probationary employees.

## Job Descriptions

- 10.19 All Wage Classifications listed in Schedule I 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.
- 10.20 All job descriptions that are not agreed upon may be subject to the Grievance Procedure in accordance with the Collective Agreement.
- 10.21 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-Short Term

- 12.01 When relief is required on a short term basis (less than 2 weeks) it will be offered to the senior qualified employee available in the Department, Location and District which ever is most operationally convenient.

Relief rates shall be paid as per Article 12.03.

Relief-Long Term

- 12.02 Long term relief (more than 2 weeks) will be offered to the senior qualified available employee in the Department/District.

Relief rates shall be paid as per Article 12.03.

12.03 When the Employer determines that relief is required and that relief is to be provided by another bargaining unit member, relief shall be by the senior qualified employee within the section. If no employees are qualified within the section, the relief shall be offered to the senior qualified employee within the Department. If no employees are qualified within the Department, the Employer may fill the relief requirement at its discretion. An employee relieving in a classification other than her/his own that is included in this Agreement shall receive the rate s/he is receiving in her/his own classification except where the maximum of the relief classification is higher than the maximum of her/his own classification. In this case, the relieving employee shall receive a one-step increase or the minimum 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 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.

12.04 Days accumulated in relief do not supersede classification seniority for promotion.

12.05 The Employer shall not assign relief to a shift employee during her/his scheduled days off except in an emergency.

12.06 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.

12.07 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.

12.08 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.

Temporary Transfer Outside the Bargaining Unit

12.09 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.

Work Assignment

12.10 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.

12.11 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

### **LEAVES 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 she 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 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 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.

## 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 Inside employees who are designated by the Employer, as required to wear safety footwear, shall be allowed up to \$150.00 per contract year to obtain and maintain safety footwear that has been approved by their immediate Supervisor.

An employee is allowed to carry over any unused portion of the allowance into the following contract year. Carryover shall not exceed that contract year's entitlement.

- 18.03 Safety footwear shall be that manufactured for the purpose, and be of good quality and proper style and employees shall not be permitted to work unless they are wearing the safety footwear.
- 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**

- 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.

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 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.
- 19.04 It is understood and agreed, however, that employees are not entitled to pay for Public Holidays as set out above, when they are absent, without pay, on either the work day before or the work day after the Public Holiday, except in cases of employees absent on Union business.
- 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 19.03.
- 19.06 When a Public Holiday occurs during a vacation period, that day shall be charged to "Public Holiday" and not to employee's vacation time.

## ARTICLE 20

### VACATION

- 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.

## 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 to \$150.00 per year toward the 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.

- N.B.** Employees receiving this benefit prior to February 1, 1999 shall continue to receive payment for the full cost of such fees.

## 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 The Employer shall provide tools necessary for employees to carry out their duties. Broken or worn out tools must be turned in before replacement is made. A reasonable explanation must be provided to her/his Supervisor for lost tools.

## ARTICLE 24

### **HEALTH, WELFARE & INSURANCE BENEFITS**

#### Pregnancy, Adoption and Parental Leave

#### Provision of Leave

- 24.01 Pregnancy and Parental 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 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 or Parental 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-two (52) 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.

### Spousal Leave at Time of Birth or Adoption

24.05

- (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

- 24.06 The Employer shall reinstate an employee returning to work from a Pregnancy, Adoption or Parental 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

24.07

- (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, 2003, and for each consecutive two (2) year period following thereafter, the Extended Health Care Plan coverage for eyeglasses and/or contact lenses shall be \$300.00 per person covered, for the two (2) year period commencing February 1, 2003, and the \$1.00 prescription plan will continue.
- (c) Services of a licensed Chiropractor (including X-rays), Osteopath, Chiropodist or Podiatrist, up to an overall maximum of \$200.00 per person per contract year, payable only after OHIP ceases to pay any portion of the expenses.
- (d) In the event of death of an active Toronto Hydro employee, the surviving spouse and dependents shall continue to receive full medical and hospital services coverage at the Employer's expense for a period of one (1) year.

- (e) 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 24.07 (f) 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 24.07 (d) shall not apply.
- (f) 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).

24.08 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, 2003, the Dental Plan includes fixed prosthodontic 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.

24.09 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.



- 24.10 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

- 24.11 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 \$5,000 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, s/he will be offered a position at Toronto Hydro for which s/he 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 Outside bargaining unit.

### Sick Pay Credit

Accumulated sick time will be granted under the following conditions:

- 24.12 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;
- 24.13 Employee shall be at home, in hospital, or at doctor's when visited by the Employer's representative;
- 24.14 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.
- 24.15 Cumulated credit is allowed for service from January 1<sup>st</sup>, 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 (1%) 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 1<sup>st</sup>, 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.

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

24.17 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.

- 24.18 The existing employees who have retained 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 0 years and less than 15 years - 3 calendar months;

At least 5 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.

- 24.19 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.

- 24.20 Payment on account of deceased employee is to her/his dependents, if any; if there are no dependents, then to her/his estate.
- 24.21 New employees hired on or after February 1, 1999, will have no sick pay credit vesting right.
- 24.22 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 24.15.

#### Sick Pay Credit Payout

- 24.23 Pay out of accumulated sick pay credits 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

- 24.24 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 whichever 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 day every two (2) months in each area.
- (iv) The Union Co-chairperson will be provided one 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.
- (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) Coordinate 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.
- (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.

### Safety

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

### VDT Workers

- 26.06 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

- 26.07 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 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 Return To Work Program.
- (4) Recommend to Toronto Hydro Management changes to the 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 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 Where the Employer determines that employees require additional knowledge and/or skill, the topic will be discussed at the Labour/Management Committee. 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 wages, and during this training period the Employer will compensate such employees for any travel and/or meal expense.

## ARTICLE 29

### **JOB SECURITY**

- 29.01 Should any employee's job be eliminated due to contracting out by the Employer, 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 herhis 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 operation of the Employer.

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

- 31.04 The employee who has Employment Seniority and is retrogressed shall be the first to fill a vacancy in herhis 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 herhis new duties.

Training will be subject to 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 *she* 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 immediate Supervisor, which the employee shall sign to acknowledge s/he has received a copy. The immediate 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 & OVERTIME**

- 33.01 For employees not on shift work, the work week shall be five (5) days, Monday to Friday. The present hours of work are thirty-five (35) and forty (40) hours per week. The starting and stopping time in the various classifications shall be continued.
- N.B. A one-half (½) hour paid lunch will remain in effect for forty (40) hour per week employees who had this arrangement prior to February 1, 1999.
- 33.02 Shift employees shall follow a posted master schedule, which consists of an average work week of thirty-five (35) and forty (40) hours over the length of its duration. The schedule shall be composed of seven (7) and eight (8) hour shifts.
- 33.03 Energy Field Service Representative shall work an eight (8) hour shift.
- 33.04 Dispatcher shall work an eight (8) hour shift.



33.05 Computer Operator shall work a seven (7) hour shift.

33.06 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

Schedules

33.07

- (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 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.

### 33.08

- (a) Changes in the hours of work and the starting and stopping time shall not be effected until they are discussed by the Labour/Management Committee.
- (b) Changes to an employee's hours of work to a start time later than 9:00 a.m. shall not be effected until they are discussed by the Labour/Management Committee.
- (c) Changes in the hours of work and the starting and stopping time for posted vacancies shall not be effected until they are discussed by the Labour/Management Committee.

33.09 Subject to Employer approval, which will not be unreasonably denied, employees may select an Alternative Working Schedule which permits **an** employee to voluntarily complete her/his weekly hours of work within a compressed work week.

**An** employee, or group of employees, whose participation in an Alternative Working Schedule is denied or withdrawn, shall have recourse through the following appeal process:

- (1) Union and Management representatives will jointly meet with the affected employee(s) to discuss and resolve obstacles restricting the implementation of an Alternative Working Schedule.
  - (2) Should discussion with affected employee(s) not result in the implementation of an Alternative Working Schedule, either **party** may forward the issue to the Labour/Management Committee for discussion.
- 33.10 The Alternative Working Schedule will be provided as follows:
- (a) Employee must submit an Alternative Working Schedule two weeks (2) prior to the start of each bi-monthly period (December 15, February 15, April 15, June 15, August 15, October 15).
  - (b) The work week shall be five (5) days, Monday to Friday.
  - (c) Core hours of work shall be between 9:00 a.m. and 3:00 p.m. with a minimum of one-half (1/2) hour lunch.
  - (d) Start time shall be no earlier than 7:00 a.m. and stop time no later than 6:00 p.m. Time worked outside of the bi-monthly, pre-selected, Alternative Working Schedule shall be paid in accordance with Article 33.14 to 33.30.
  - (e) Employees shall be able to work up to **six (6)** hours per week in addition to their regularly scheduled hours of work. Such hours worked in excess of an employee's regularly scheduled hours of work shall form part of the employee's accumulated bank hours for the purpose of the Alternative Working Schedule.
  - (f) The accumulated bank shall not exceed three (3) credited days or one (1) debited day in any calendar month.

- (g) Hours earned in an employee's accumulated **bank** must be taken in not less than one-half (1/2) day increments.
- (h) Clause 33.01 and 33.11 shall not apply.
- (i) For the purposes of the Bereavement Article, Sick Pay Credit Article and Vacation Article a day shall be defined as either seven (7) hours for all 35 hour per week employees or eight (8) hours for all other normally scheduled work hours per week.

#### Shift Differentials

- 33.11 Rates listed in Schedule I 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 worked in addition to their normal straight-time pay. 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 two and one half (2 ½) 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 pay for employees working a **thirty-five (35) hour week** is pro-rated accordingly, i.e. 35/40ths as above.

Standby list shall be posted by March 31<sup>st</sup> and September 30<sup>th</sup> of each year.

### 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, (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 Supervisor, 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 working 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, s/he 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** When required to continue working beyond her/his scheduled shift after her/his regular stopping time is paid at double time until released.

**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** 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.

**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 forty (40) hours where the term of the Agreement is one (1) year and eighty (**80**) hours where the term of the Agreement is two (2) years. Lieu time must be taken on a **full** day basis, and within the term of the Agreement.

**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 Supervisor.
  - (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, 2003 the meal allowance shall be \$11.00. Effective February 1, 2004 the meal allowance shall be \$11.50. Effective February 1, 2005 the meal allowance shall be \$12.00.

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 Supervisor.

#### 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 41 cents per kilometer for all kilometers travelled while on Employer's business. Conversion factor is 1 **mile** = 1.6 kilometers.

The rate paid per kilometer is related to changes in the Private Transportation Index (P.T.I.) component of the Consumer Price Index of Canada (1992 = 100). The P.T.I. base figure is 125.5 points (January 31, 1999) and for each 11.9 points increase an additional one (1) cent per kilometer 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 and 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

**OFFICE PERSONNEL**

- 34.01 Office personnel supplied through a temporary personnel agency and performing work done by employees covered by this Agreement will be used only in cases of Pregnancy, Adoption, Parental Leave, or any such other reason that's equally temporary in nature.

The Employer shall provide the Union on a monthly basis with a list detailing agency personnel employed in bargaining unit positions and reasons.

ARTICLE 35

**TERM OF AGREEMENT**

- 35.01 This Agreement is effective from the first (1<sup>st</sup>) day of February 2003, to the thirty-first (31<sup>st</sup>) day of January 2006, 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, 2006.
- 35.02 Job classifications, wage rates, progressions and classification conditions for Inside employees are set forth in Schedule I, attached and form part of this Agreement.

35.03 Effective December 18, 2002, there will be a general increase of 3.0% on the rates in effect on September 22, 2002. Effective February 1, 2004, there will be a general wage increase of 3.0% on the rates in effect on January 31, 2004. Effective February 1, 2005, there will be a general wage increase of 3.0% on the rates in effect on January 31, 2005. 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 to be operative during the second and third years of this Agreement. The following two cost of living paragraphs will operate from February 1, 2004, until January 31, 2006.

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 2004 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. 3.0% 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 2005 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.

35.04

- (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 2005 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. 3.0% 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 2006 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.

- 35.05 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

- 35.06 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.

35.07 This Agreement is executed and delivered this 25<sup>th</sup> day of February, 2003.

Signed on behalf of the Toronto Hydro:

Original signed by:

David Scott

Jim Black

Maureen Kennedy

Bernie Oldham

Glen Winn

John Borowitz

Helia Ralph

Witness: Colleen Buccos

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

Original signed by:

Bruno Silano

Victor Demelo

Charlenller

Pauline Niles

Russ Letson

David Carrington

Witness: Jennifer Dawson

**Schedule I**  
**Job Classifications and Wage Rates**  
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Classification	Hours	Start	6 Mo.	18 Mo.	30 Mo.	42 Mo.	54 Mo.
Printer	35 Hrs	\$ 613.01	\$ 653.79	\$ 735.78	\$ 817.37		
Accounting Clerk Level 1	35 Hrs	\$ 638.53	\$ 680.88	\$ 765.98	\$ 851.09		
Office Clerk	35 Hrs	\$ 638.53	\$ 680.88	\$ 765.98	\$ 851.09		
Engineering Records Tech.	35 Hrs	\$ 688.32	\$ 734.21	\$ 825.99	\$ 917.76		
Accounting Clerk Level 2	35 Hrs	\$ 741.66	\$ 783.23	\$ 865.60	\$ 947.96	\$1,030.32	
Computer Operator	35 Hrs	\$ 741.66	\$ 783.23	\$ 865.60	\$ 947.96	\$1,030.32	
Energy Service Clerk	35 Hrs	\$ 741.66	\$ 783.23	\$ 865.60	\$ 947.96	\$1,030.32	
System Perf. Tech. Level 1	35 Hrs	\$ 741.66	\$ 783.23	\$ 865.60	\$ 947.96	\$1,030.32	
Telecom Field Technician	35 Hrs	\$ 741.66	\$ 783.23	\$ 865.60	\$ 947.96	\$1,030.32	
Telecom Technician Level 1	35 Hrs	\$ 741.66	\$ 783.23	\$ 865.60	\$ 947.96	\$1,030.32	
U.G. Field Technician	35 Hrs	\$ 741.66	\$ 783.23	\$ 865.60	\$ 947.96	\$1,030.32	
Senior Office Clerk Level 1	35 Hrs	\$ 742.84	\$ 792.26	\$ 891.50	\$ 990.71		
Customer Service Rep.	35 Hrs	\$ 757.35	\$ 799.31	\$ 883.25	\$ 967.57	\$1,051.51	
Senior Office Clerk Level 2	35 Hrs	\$ 757.35	\$ 799.31	\$ 883.25	\$ 967.57	\$1,051.51	
Customer Service Advisor	35 Hrs	\$ 772.64	\$ 815.40	\$ 901.28	\$ 986.79	\$1,073.10	
Energy Service Advisor	35 Hrs	\$ 772.64	\$ 815.40	\$ 901.28	\$ 986.79	\$1,073.10	
Plant Locator	35 Hrs	\$ 772.64	\$ 815.40	\$ 901.28	\$ 986.79	\$1,073.10	
Senior Office Clerk Level 3	35 Hrs	\$ 772.64	\$ 815.40	\$ 901.28	\$ 986.79	\$1,073.10	
End User Support Rep.	35 Hrs	\$ 773.54	\$ 816.64	\$ 902.47	\$ 989.40	\$1,074.11	
Electrical Service Inspector	35 Hrs	\$ 795.00	\$ 835.78	\$ 916.97	\$ 998.17	\$1,079.36	\$ 1,160.5
Engineering Tech. Level 2	35 Hrs	\$ 795.00	\$ 835.78	\$ 916.97	\$ 998.17	\$1,079.36	\$ 1,160.5
Facilities Tech. Level 1	35 Hrs	\$ 795.00	\$ 835.78	\$ 916.97	\$ 998.17	\$1,079.36	\$ 1,160.5
Field Tester	35 Hrs	\$ 795.00	\$ 835.78	\$ 916.97	\$ 998.17	\$1,079.36	\$ 1,160.5
Project Scheduler	35 Hrs	\$ 795.00	\$ 835.78	\$ 916.97	\$ 998.17	\$1,079.36	\$ 1,160.5
Rates Technician	35 Hrs	\$ 795.00	\$ 835.78	\$ 916.97	\$ 998.17	\$1,079.36	\$ 1,160.5
Research Assistant	35 Hrs	\$ 795.00	\$ 835.78	\$ 916.97	\$ 998.17	\$1,079.36	\$ 1,160.5
Scada/DMS Sys. Tech.	35 Hrs	\$ 795.00	\$ 835.78	\$ 916.97	\$ 998.17	\$1,079.36	\$ 1,160.5
Senior Office Clerk Level 4	35 Hrs	\$ 795.00	\$ 835.78	\$ 916.97	\$ 998.17	\$1,079.36	\$ 1,160.5
Telecom Tech. Level 2	35 Hrs	\$ 795.00	\$ 835.78	\$ 916.97	\$ 998.17	\$1,079.36	\$ 1,160.5
Demand Clerk	35 Hrs	\$ 803.64	\$ 848.34	\$ 937.38	\$1,026.79	\$1,115.84	
Lab Technician	35 Hrs	\$ 804.56	\$ 858.37	\$ 965.95	\$1,072.63		
Telecom Analyst	35 Hrs	\$ 832.27	\$ 874.62	\$ 959.73	\$1,044.83	\$1,129.55	\$ 1,215.0
Accounting Clerk Level 3	35 Hrs	\$ 854.62	\$ 898.55	\$ 985.62	\$1,073.10	\$1,160.54	\$ 1,248.01
Engineering Tech. Level 3	35 Hrs	\$ 854.62	\$ 898.55	\$ 985.62	\$1,073.10	\$1,160.54	\$ 1,248.01
Fleet Technical Clerk	35 Hrs	\$ 854.62	\$ 898.55	\$ 985.62	\$1,073.10	\$1,160.54	\$ 1,248.01
Material Analyst	35 Hrs	\$ 854.62	\$ 898.55	\$ 985.62	\$1,073.10	\$1,160.54	\$ 1,248.01
Meter Technician	35 Hrs	\$ 854.62	\$ 898.55	\$ 985.62	\$1,073.10	\$1,160.54	\$ 1,248.01
Programmer/Analyst	35 Hrs	\$ 854.62	\$ 898.55	\$ 985.62	\$1,073.10	\$1,160.54	\$ 1,248.01
Scada Technician	35 Hrs	\$ 854.62	\$ 898.55	\$ 985.62	\$1,073.10	\$1,160.54	\$ 1,248.01
Stations Equipment Tester	35 Hrs	\$ 854.62	\$ 898.55	\$ 985.62	\$1,073.10	\$1,160.54	\$ 1,248.01
Sr. Electrical Service Inspector	35 Hrs	\$ 854.62	\$ 898.55	\$ 985.62	\$1,073.10	\$1,160.54	\$ 1,248.01



**Schedule I**  
**Job Classifications and Wage Rates**  
(effective December 18, 2002 to January 31, 2004)

Classification	Hours	Start	6 Mo.	18 Mo.	30 Mo.	42 Mo.	54 Mo.
Civil Designer	35 Hrs	\$ 870.70	\$ 915.40	\$1,004.04	\$1,093.08	\$1,182.50	\$ 1,271.14
Design Tech. Level 1		\$ 870.70	\$ 915.40	\$1,004.04	\$1,093.08	\$1,182.50	\$ 1,271.14
Buyer	35 Hrs	\$ 886.02	\$ 931.10	\$1,021.70	\$1,112.32	\$1,202.89	\$ 1,293.09
Civil Technician	35 Hrs	\$ 886.02	\$ 931.10	\$1,021.70	\$1,112.32	\$1,202.89	\$ 1,293.09
Facilities Tech. Level 2	35 Hrs	\$ 886.02	\$ 931.10	\$1,021.70	\$1,112.32	\$1,202.89	\$ 1,293.09
Design Tech. Level 2	35 Hrs	\$ 929.13	\$ 976.60	\$1,071.51	\$1,166.81	\$1,261.33	\$ 1,356.24
Energy Service Tech.	35 Hrs	\$ 929.13	\$ 976.60	\$1,071.51	\$1,166.81	\$1,261.33	\$ 1,356.24
Station Designer	35 Hrs	\$ 929.13	\$ 976.60	\$1,071.51	\$1,166.81	\$1,261.33	\$ 1,356.24
System Perf. Tech. Level 2	35 Hrs	\$ 929.13	\$ 976.60	\$1,071.51	\$1,166.81	\$1,261.33	\$ 1,356.24
Station Inspector	40 Hrs	\$ 774.11	\$ 825.66	\$ 928.75	\$1,031.84		
Dispatcher		\$ 774.11	\$ 825.66	\$ 928.75	\$1,031.84		
Garage Clerk	40 Hrs	\$ 804.56	\$ 858.37	\$ 965.95	\$1,072.63		
Customer Enquiry Clerk	40 Hrs	\$ 837.76	\$ 893.79	\$1,005.38	\$1,117.01		
Telecommunications Technologist	40 Hrs	\$ 838.28	\$ 979.49	\$1,101.92	\$1,224.36		
U.G. Const. Field Tech.	40 Hrs	\$ 841.35	\$ 897.36	\$1,009.86	\$1,121.93		
Technical Clerk – Water Heater	40 Hrs	\$ 862.40	\$ 920.22	\$1,034.52	\$1,149.73		
Energy Field Serv. Rep.	40 Hrs	\$ 869.85	\$ 927.98	\$1,043.80	\$1,160.10		
Engineering Cost Clerk	40 Hrs	\$ 870.93	\$ 929.18	\$1,045.30	\$1,161.38		
Cable Locate Dispatcher	40 Hrs	\$ 900.90	\$ 959.16	\$1,013.66	\$1,058.61		
Protection & Control Tech.	40 Hrs	\$ 947.12	\$ 995.09	\$1,091.90	\$1,189.17	\$1,285.54	\$ 1,382.36

**Schedule I**  
**Job Classifications and Wage Rates**  
(effective December 18, 2002 to January 31, 2004)

Students – Clerical	35 Hrs			\$520.46			
Students – Field	40 Hrs			\$545.95			
Students – Technical	40 Hrs			\$545.95			
Students - Sr. Technical	40 Hrs			\$631.13			

**Schedule I**  
**Job Classifications and Wage Rates**  
(effective February 2011)

<b>Classification</b>	<b>Hours</b>	<b>Start</b>	<b>6 Mo.</b>	<b>18 Mo.</b>	<b>30 Mo.</b>	<b>42 Mo.</b>	<b>54 Mo.</b>
Printer	35 Hrs	\$ 631.40	\$ 673.40	\$ 757.85	\$ 841.89		
Accounting Clerk Level 1	35 Hrs	\$ 657.69	\$ 701.31	\$ 788.96	\$ 876.62		
Office Clerk	35 Hrs	\$ 657.69	\$ 701.31	\$ 788.96	\$ 876.62		
Engineering Records Tech.	35 Hrs	\$ 708.97	\$ 756.24	\$ 850.77	\$ 945.29		
Accounting Clerk Level 2	35 Hrs	\$ 763.91	\$ 806.73	\$ 891.57	\$ 976.40	\$1,061.23	
Computer Operator	35 Hrs	\$ 763.91	\$ 806.73	\$ 891.57	\$ 976.40	\$1,061.23	
Energy Service Clerk	35 Hrs	\$ 763.91	\$ 806.73	\$ 891.57	\$ 976.40	\$1,061.23	
System Perf. Tech. Level 1	35 Hrs	\$ 763.91	\$ 806.73	\$ 891.57	\$ 976.40	\$1,061.23	
Telecom Field Technician	35 Hrs	\$ 763.91	\$ 806.73	\$ 891.57	\$ 976.40	\$1,061.23	
Telecom Technician Level 1	35 Hrs	\$ 763.91	\$ 806.73	\$ 891.57	\$ 976.40	\$1,061.23	
U.G. Field Technician	35 Hrs	\$ 763.91	\$ 806.73	\$ 891.57	\$ 976.40	\$1,061.23	
Senior Office Clerk Level 1	35 Hrs	\$ 765.13	\$ 816.03	\$ 918.25	\$1,020.43		
Customer Service Rep.	35 Hrs	\$ 780.07	\$ 823.29	\$ 909.75	\$ 996.60	\$1,083.06	
Senior Office Clerk Level 2	35 Hrs	\$ 780.07	\$ 823.29	\$ 909.75	\$ 996.60	\$1,083.06	
Customer Service Advisor	35 Hrs	\$ 795.82	\$ 839.86	\$ 928.32	\$1,016.39	\$1,105.29	
Energy Service Advisor	35 Hrs	\$ 795.82	\$ 839.86	\$ 928.32	\$1,016.39	\$1,105.29	
Plant Locator	35 Hrs	\$ 795.82	\$ 839.86	\$ 928.32	\$1,016.39	\$1,105.29	
Senior Office Clerk Level 3	35 Hrs	\$ 795.82	\$ 839.86	\$ 928.32	\$1,016.39	\$1,105.29	
End User Support Rep.	35 Hrs	\$ 796.75	\$ 841.14	\$ 929.54	\$1,019.08	\$1,106.33	
Electrical Service Inspector	35 Hrs	\$ 818.85	\$ 860.85	\$ 944.48	\$1,028.12	\$1,111.74	\$ 1,195.36
Engineering Tech. Level 2	35 Hrs	\$ 818.85	\$ 860.85	\$ 944.48	\$1,028.12	\$1,111.74	\$ 1,195.36
Facilities Tech. Level 1	35 Hrs	\$ 818.85	\$ 860.85	\$ 944.48	\$1,028.12	\$1,111.74	\$ 1,195.36
Field Tester	35 Hrs	\$ 818.85	\$ 860.85	\$ 944.48	\$1,028.12	\$1,111.74	\$ 1,195.36
Project Scheduler	35 Hrs	\$ 818.85	\$ 860.85	\$ 944.48	\$1,028.12	\$1,111.74	\$ 1,195.36
Rates Technician	35 Hrs	\$ 818.85	\$ 860.85	\$ 944.48	\$1,028.12	\$1,111.74	\$ 1,195.36
Research Assistant	35 Hrs	\$ 818.85	\$ 860.85	\$ 944.48	\$1,028.12	\$1,111.74	\$ 1,195.36
Scada/DMS Sys. Tech.	35 Hrs	\$ 818.85	\$ 860.85	\$ 944.48	\$1,028.12	\$1,111.74	\$ 1,195.36
Senior Office Clerk Level 4	35 Hrs	\$ 818.85	\$ 860.85	\$ 944.48	\$1,028.12	\$1,111.74	\$ 1,195.36
Telecom Tech. Level 2	35 Hrs	\$ 818.85	\$ 860.85	\$ 944.48	\$1,028.12	\$1,111.74	\$ 1,195.36
Demand Clerk	35 Hrs	\$ 827.75	\$ 873.79	\$ 965.50	\$1,057.59	\$1,149.32	
Lab Technician	35 Hrs	\$ 828.70	\$ 884.12	\$ 994.93	\$1,104.81		
Telecom Analyst	35 Hrs	\$ 857.24	\$ 900.86	\$ 988.52	\$1,076.17	\$1,163.44	\$ 1,251.50
Accounting Clerk Level 3	35 Hrs	\$ 880.26	\$ 925.51	\$1,015.19	\$1,105.29	\$1,195.36	\$ 1,285.45
Engineering Tech. Level 3	35 Hrs	\$ 880.26	\$ 925.51	\$1,015.19	\$1,105.29	\$1,195.36	\$ 1,285.45
Fleet Technical Clerk	35 Hrs	\$ 880.26	\$ 925.51	\$1,015.19	\$1,105.29	\$1,195.36	\$ 1,285.45
Material Analyst	35 Hrs	\$ 880.26	\$ 925.51	\$1,015.19	\$1,105.29	\$1,195.36	\$ 1,285.45
Meter Technician	35 Hrs	\$ 880.26	\$ 925.51	\$1,015.19	\$1,105.29	\$1,195.36	\$ 1,285.45

**Schedule I**

**(ef) Classifications and Wage Rates**

ve February 1, 2004 to January 31, 2005)

Classification	Hours	Schedule I					
		Start	6 Mo.	18 Mo.	30 Mo.	42 Mo.	54 Mo.
Programmer/Analyst	35 Hrs	\$ 880.26	\$ 925.51	\$1,015.19	\$1,105.29	\$1,195.36	\$ 1,285.45
System Technician	35 Hrs	\$ 880.26	\$ 925.51	\$1,015.19	\$1,105.29	\$1,195.36	\$ 1,285.45
Station Equipment Tester	35 Hrs	\$ 880.26	\$ 925.51	\$1,015.19	\$1,105.29	\$1,195.36	\$ 1,285.45
Station Control Room Operator	35 Hrs	\$ 880.26	\$ 925.51	\$1,015.19	\$1,105.29	\$1,195.36	\$ 1,285.45
Sr. Electrical Service Inspector	35 Hrs	\$ 880.26	\$ 925.51	\$1,015.19	\$1,105.29	\$1,195.36	\$ 1,285.45
Civil Designer	35 Hrs	\$ 896.82	\$ 942.86	\$1,034.16	\$1,125.87	\$1,217.98	\$ 1,309.27
Design Tech. Level 1	35 Hrs	\$ 896.82	\$ 942.86	\$1,034.16	\$1,125.87	\$1,217.98	\$ 1,309.27
Buyer	35 Hrs	\$ 912.60	\$ 959.03	\$1,052.35	\$1,145.69	\$1,238.98	\$ 1,331.88
Civil Technician	35 Hrs	\$ 912.60	\$ 959.03	\$1,052.35	\$1,145.69	\$1,238.98	\$ 1,331.88
Facilities Tech. Level 2	35 Hrs	\$ 912.60	\$ 959.03	\$1,052.35	\$1,145.69	\$1,238.98	\$ 1,331.88
Design Tech. Level 2	35 Hrs	\$ 957.00	\$1,005.90	\$1,103.66	\$1,201.81	\$1,299.17	\$ 1,396.93
Energy Service Tech.	35 Hrs	\$ 957.00	\$1,005.90	\$1,103.66	\$1,201.81	\$1,299.17	\$ 1,396.93
Station Designer	35 Hrs	\$ 957.00	\$1,005.90	\$1,103.66	\$1,201.81	\$1,299.17	\$ 1,396.93
System Perf. Tech. Level 2	35 Hrs	\$ 957.00	\$1,005.90	\$1,103.66	\$1,201.81	\$1,299.17	\$ 1,396.93
Station Inspector	40 Hrs	\$ 797.33	\$ 850.43	\$ 956.61	\$1,062.80		
Dispatcher	40 Hrs	\$ 797.33	\$ 850.43	\$ 956.61	\$1,062.80		
Garage Clerk	40 Hrs	\$ 828.70	\$ 884.12	\$ 994.93	\$1,104.81		
Customer Enquiry Clerk	40 Hrs	\$ 862.89	\$ 920.60	\$1,035.54	\$1,150.52		
Telecommunications Technologist	40 Hrs	\$ 863.43	\$1,008.87	\$1,134.92	\$1,261.09		
U.G. Const. Field Tech.	40 Hrs	\$ 886.59	\$ 924.30	\$1,040.16	\$1,155.59		
Technical Clerk - Water Heater	40 Hrs	\$ 888.27	\$ 947.83	\$1,065.56	\$1,184.22		
Energy Field Serv. Rep.	40 Hrs	\$ 895.95	\$ 955.82	\$1,075.11	\$1,194.90		
Engineering Cost Clerk	40 Hrs	\$ 897.06	\$ 957.93	\$1,076.66	\$1,196.22		
Engineering Cost Clerk	40 Hrs	\$ 897.06	\$ 957.93	\$1,076.66	\$1,196.22		
Cable Locate Dispatcher	40 Hrs	\$ 927.93	\$ 987.93	\$1,044.07	\$1,090.37		
Protection & Control Tech.	40 Hrs	\$ 975.53	\$1,024.94	\$1,124.66	\$1,224.85	\$1,324.11	\$ 1,423.83

**Schedule I**

**Job Classifications and Wage Rates**

(effective February 1, 2004 to January 31, 2005)

Students - Clerical	35 Hrs	\$536.07
Students - Field	40 Hrs	\$562.33
Students - Technical	40 Hrs	\$562.33
Students - Sr. Technical	40 Hrs	\$650.06

<b>Schedule I</b>							
<b>Jc Classifications and Wage Rates</b>							
(effective February 1, 2005 to January 31, 2006)							
<b>Classification</b>	<b>Hours</b>	<b>Start</b>	<b>6 Mo.</b>	<b>18 Mo.</b>	<b>30 Mo.</b>	<b>42 Mo.</b>	<b>54 Mo.</b>
Printer	35 Hrs	\$ 650.34	\$ 693.60	\$ 780.59	\$ 867.15		
Accounting Clerk Level 1	35 Hrs	\$ 677.42	\$ 722.35	\$ 812.63	\$ 902.92		
Office Clerk	35 Hrs	\$ 677.42	\$ 722.35	\$ 812.63	\$ 902.92		
Engineering Records Tech.		\$ 730.24	\$ 778.93	\$ 876.29	\$ 973.65		
Accounting Clerk Level 2	35 Hrs	\$ 786.83	\$ 830.93	\$ 918.32	\$1,005.69	\$1,093.07	
Computer Operator	35 Hrs	\$ 786.83	\$ 830.93	\$ 918.32	\$1,005.69	\$1,093.07	
Energy Service Clerk	35 Hrs	\$ 786.83	\$ 830.93	\$ 918.32	\$1,005.69	\$1,093.07	
System Perf. Tech. Level 1	35 Hrs	\$ 786.83	\$ 830.93	\$ 918.32	\$1,005.69	\$1,093.07	
Telecom Field Technician	35 Hrs	\$ 786.83	\$ 830.93	\$ 918.32	\$1,005.69	\$1,093.07	
Telecom Technician Level 1	35 Hrs	\$ 786.83	\$ 830.93	\$ 918.32	\$1,005.69	\$1,093.07	
U.G. Field Technician	35 Hrs	\$ 786.83	\$ 830.93	\$ 918.32	\$1,005.69	\$1,093.07	
Senior Office Clerk Level 1	35 Hrs	\$ 788.08	\$ 840.51	\$ 945.80	\$1,051.04		
Customer Service Rep.	35 Hrs	\$ 803.47	\$ 847.99	\$ 937.04	\$1,026.50	\$1,115.55	
Office Clerk Level 2	35 Hrs	\$ 803.47	\$ 847.99	\$ 937.04	\$1,026.50	\$1,115.55	
Customer Service Advisor	35 Hrs	\$ 819.69	\$ 865.06	\$ 956.17	\$1,046.88	\$1,138.45	
Energy Service Advisor	35 Hrs	\$ 819.69	\$ 865.06	\$ 956.17	\$1,046.88	\$1,138.45	
Plant Locator	35 Hrs	\$ 819.69	\$ 865.06	\$ 956.17	\$1,046.88	\$1,138.45	
Senior Office Clerk Level 3	35 Hrs	\$ 819.69	\$ 865.06	\$ 956.17	\$1,046.88	\$1,138.45	
End User Support Rep.	35 Hrs	\$ 820.65	\$ 866.37	\$ 957.43	\$1,049.65	\$1,139.52	
Electrical Service Inspector	35 Hrs	\$ 843.42	\$ 886.68	\$ 972.81	\$1,058.96	\$1,145.09	\$ 1,231.22
Engineering Tech. Level 2	35 Hrs	\$ 843.42	\$ 886.68	\$ 972.81	\$1,058.96	\$1,145.09	\$ 1,231.22
Facilities Tech. Level 1	35 Hrs	\$ 843.42	\$ 886.68	\$ 972.81	\$1,058.96	\$1,145.09	\$ 1,231.22
Field Tester	35 Hrs	\$ 843.42	\$ 886.68	\$ 972.81	\$1,058.96	\$1,145.09	\$ 1,231.22
Project Scheduler	35 Hrs	\$ 843.42	\$ 886.68	\$ 972.81	\$1,058.96	\$1,145.09	\$ 1,231.22
Rates Technician	35 Hrs	\$ 843.42	\$ 886.68	\$ 972.81	\$1,058.96	\$1,145.09	\$ 1,231.22
Research Assistant	35 Hrs	\$ 843.42	\$ 886.68	\$ 972.81	\$1,058.96	\$1,145.09	\$ 1,231.22
Scada/DMS Sys. Tech.	35 Hrs	\$ 843.42	\$ 886.68	\$ 972.81	\$1,058.96	\$1,145.09	\$ 1,231.22
Senior Office Clerk Level 4	35 Hrs	\$ 843.42	\$ 886.68	\$ 972.81	\$1,058.96	\$1,145.09	\$ 1,231.22
Telecom Tech. Level 2	35 Hrs	\$ 843.42	\$ 886.68	\$ 972.81	\$1,058.96	\$1,145.09	\$ 1,231.22
Demand Clerk	35 Hrs	\$ 852.58	\$ 900.00	\$ 994.47	\$1,089.32	\$1,183.80	
Lab Technician	35 Hrs	\$ 853.56	\$ 910.64	\$1,024.78	\$1,137.95		
Telecom Analyst	35 Hrs	\$ 882.96	\$ 927.89	\$1,018.18	\$1,108.46	1198.34	1289.05
Accounting Clerk Level 3	35 Hrs	\$ 906.67	\$ 953.28	\$1,045.65	\$1,138.45	\$1,231.22	\$ 1,324.01
Engineering Tech. Level 3	35 Hrs	\$ 906.67	\$ 953.28	\$1,045.65	\$1,138.45	\$1,231.22	\$ 1,324.01
Fleet Technical Clerk	35 Hrs	\$ 906.67	\$ 953.28	\$1,045.65	\$1,138.45	\$1,231.22	\$ 1,324.01
Material Analyst	35 Hrs	\$ 906.67	\$ 953.28	\$1,045.65	\$1,138.45	\$1,231.22	\$ 1,324.01
Meter Technician	35 Hrs	\$ 906.67	\$ 953.28	\$1,045.65	\$1,138.45	\$1,231.22	\$ 1,324.01

Schedule I Job Classifications and Wane Rates (effective Feb 2005)							
Classification	Hours						
Programmer/Analyst	35 Hrs	\$ 906.67	\$ 953.28	\$1,045.65	\$1,138.45	\$1,231.22	\$ 1,324.01
Scada Technician	35 Hrs	\$ 906.67	\$ 953.28	\$1,045.65	\$1,138.45	\$1,231.22	\$ 1,324.01
Stations Equipment Tester	35 Hrs	\$ 906.67	\$ 953.28	\$1,045.65	\$1,138.45	\$1,231.22	\$ 1,324.01
Sr. Electrical Service Inspector	35 Hrs	\$ 906.67	\$ 953.28	\$1,045.65	\$1,138.45	\$1,231.22	\$ 1,324.01
Civil Designer	35 Hrs	\$ 923.72	\$ 971.15	\$1,065.18	\$1,159.65	\$1,254.52	\$ 1,348.55
Design Tech. Level 1	35 Hrs	\$ 923.72	\$ 971.15	\$1,065.18	\$1,159.65	\$1,254.52	\$ 1,348.55
Buyer	35 Hrs	\$ 939.98	\$ 987.80	\$1,083.92	\$1,180.06	\$1,276.15	\$ 1,371.84
Civil Technician	35 Hrs	\$ 939.98	\$ 987.80	\$1,083.92	\$1,180.06	\$1,276.15	\$ 1,371.84
Facilities Tech. Level 2	35 Hrs	\$ 939.98	\$ 987.80	\$1,083.92	\$1,180.06	\$1,276.15	\$ 1,371.84
Design Tech. Level 2	35 Hrs	\$ 985.71	\$1,036.08	\$1,136.77	\$1,237.86	\$1,338.15	\$ 1,438.84
Energy Service Tech	35 Hrs	\$ 985.71	\$1,036.08	\$1,136.77	\$1,237.86	\$1,338.15	\$ 1,438.84
Station Designer	35 Hrs	\$ 985.71	\$1,036.08	\$1,136.77	\$1,237.86	\$1,338.15	\$ 1,438.84
System Perf. Tech. Level 2	35 Hrs	\$ 985.71	\$1,036.08	\$1,136.77	\$1,237.86	\$1,338.15	\$ 1,438.84
Station Inspector							
Dispatch Inspector	40 Hrs	\$ 821.25	\$ 875.94	\$ 985.31	\$1,094.68		
Dispatcher	40 Hrs	\$ 821.25	\$ 875.94	\$ 985.31	\$1,094.68		
Garage Clerk	40 Hrs	\$ 853.56	\$ 910.64	\$1,024.78	\$1,137.95		
Customer Enquiry Clerk	40 Hrs	\$ 888.78	\$ 948.22	\$1,066.61	\$1,185.04		
Telecommunications Technologist	40 Hrs	\$ 889.33	\$1,039.14	\$1,169.03	\$1,298.92		
U.G. Const. Field Tech.	40 Hrs	\$ 892.59	\$ 952.03	\$1,071.36	\$1,190.26		
Technical Clerk - Water Heater	40 Hrs	\$ 914.92	\$ 976.26	\$1,097.53	\$1,219.75		
Energy Field Serv. Rep.	40 Hrs	\$ 922.83	\$ 984.49	\$1,107.36	\$1,230.75		
Engineering Cost Clerk	40 Hrs	\$ 923.97	\$ 985.77	\$1,108.96	\$1,232.11		
Cable Locate Dispatcher	40 Hrs	\$ 955.77	\$1,017.57	\$1,075.39	\$1,123.08		
Protection & Control Tech.	40 Hrs	\$1,004.80	\$1,055.69	\$1,158.40	\$1,261.60	\$1,363.83	\$ 1,466.54

Schedule I Job Classifications and Wage Rates (effective February 1, 2005 to January 31, 2006)			
Students - Clerical	35 Hrs		\$552.15
Students - Field	40 Hrs		\$579.20
Students - Technical	40 Hrs		\$579.20
Students - Sr. Technical	40 Hrs		\$689.56

## LETTER OF INTENT #1

TORONTO HYDRO

March 11, 1999

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

Dear Mr. Silano:

Re: Compressed Work Week – Inside Bargaining Unit

This will confirm our agreement to extend the Compressed Work Week option, referenced in Letter of Intent #5, dated February 24, 1996 in the present Outside Agreement, to both 35 and 40 hour per week employees in the Inside Bargaining Unit.

Consistent with the terms of that letter, notification will be provided to the Labour/Management Consultation Committee of any decision to implement this program for information.

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

This Inside Compressed Work Week program will extend for the life of this Agreement.

Yours truly,

David Scott,  
Vice-president, Human Resources

**LETTER OF INTENT #2**

TORONTO HYDRO

March 11, 1999

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

Dear Mr. Silano:

Re: Part Time Employees

For the duration of the Collective Agreement eight (8) employees may work on a part time basis. When part time employees are used they will fill lower classifications in the Department.

Sincerely,

David Scott,  
Vice-president, Human Resources

## LETTER OF INTENT #3

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 s/he 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 #4**

TORONTO HYDRO

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 #5

TORONTO HYDRO

February 9, 2001

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

Dear Mr. Silano:

Re: Work Assignment

This will confirm that the Employer will follow the Collective Agreement with respect to consultation with the Union on Work Assignments. To ensure a consistent application to the Work Assignment process the following steps will be taken:

- 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).

Yours truly,

David Scott,  
Vice-president, Human Resources

**LETTER OF INTENT #6**

TORONTOHYDRO

March 11, 1999

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

Dear Mr. Silano:

Re: Use of Temporary Staff

When Temporary Staff are used, they will be used to fill lower classifications in the Department at that location. **An** exception to this practice only occurs if this creates operational hardship.

Yours truly,

David Scott,  
Vice-president, Human Resources

## LETTER OF INTENT #7

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 #8

TORONTO HYDRO

August 17, 1999

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

Dear Mr. Silano:

Re: Lunch Period

If the Employer decides to change the current practice of the lunch periods being between the hours of 1200 and 1400 for Inside employees, the Employer will give the Union notification of at least thirty (**30**) days prior to any change. With the permission of the Employer, employees will have the option of changing their one (1) hour unpaid lunch to a half (1/2) hour unpaid lunch. Permission will not be unreasonably withheld.

Yours truly,

David Scott,  
Vice-president, Human Resources

## LETTER OF INTENT #9

TORONTOHYDRO

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 #10

TORONTO HYDRO

December 4, 2002

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 source work centre of employees
- Notice provided to the Union
- Notice posted at source work centre, including approximate duration
- Reassignment offered to senior qualified employee(s) in classification from source work centre
- 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 centre 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
- If insufficient numbers of volunteers from source work centre, 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 centre

Yours truly,

David Scott,  
Vice-president, Human Resources

**LETTER OF INTENT #11**

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 #12

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 #13**

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 I.

Yours truly,

**David Scott,**  
Vice-president, Human Resources

<b>Public Information Schedule Mapping Document</b>		
<b>New Classification</b>	<b>Job Mapping</b>	<b>Hrs/Wk</b>
<b>Students</b>		
	Clerical	35
	Field	40
	Technical	40
	Senior Technical	40
<b>Printer</b>		
	Blue Printer ( T )	35
	Engineering Clerk, Level 5 ( S )	35
	Blue Print Machine Operator ( NY )	35
<b>Accounting Clerk Level 1</b>		
	Senior Typist ( T )	35
	Clerk Grade 2 ( T )	35
	Clerk Grade 3 ( T )	35
	Level 5, Accounting Clerk ( S )	35
<b>Office Clerk</b>		
Toronto	Word Processor Grade 2 ( T )	35
	Typist ( T )	35
	Senior Typist ( T )	35
	Stenographer Grd 2 ( T )	35
	Stenographer Grade 3 ( T )	35
	Data Entry Clerk Grade 2 ( T )	35
	Clerk Grade 1 ( T )	35
	Clerk Grade 2 ( T )	35
	Clerk Grade 3 ( T )	35
	Receptionist/Centrix Operator ( T )	35
Scarborough	Level 2, Billing Clerk ( S )	35
	Level 4, Clerk Typist ( S )	35
	Level 4, Receptionist Clerk ( S )	35
	Level 4, Reference Clerk	35
	Level 5, Cashier Clerk ( S )	35
	Level 5, Receptionist/Typist	35
	Level 5, Reference Clerk ( S )	35
	Level 5, Switchboard Operator ( S )	35
	Level 6, Billing Clerk ( S )	35
	Level 6, Cashier ( S )	35
North York	Level 6, Data Entry Clerk ( S )	35
	Level 6, Senior Mail Clerk	35
	Group 1, Office Clerk ( NY )	35
	Group 2, Cashier ( NY )	35
	Group 2, Office Services Clerk	35
	Group 3, Switchboard Operator	35
	Group 4, Clerk Typist	35

## Inside Classification Schedule Mapping Document

New Classification	Job Mapping	<u>Hrs/Wk</u>
East York	Cashier Level 2	35
	E.D.P. Clerk	35
Etobicoke	Grade 3, Office Service Clerk	35
	Grade 4, Cashier (E)	35
	Grade 4, Clerk Receptionist (E)	35
	Grade 5, Clk Typ Cust. Serv. (E)	35
	Grade 5, Energy Mgmt Clerk (E)	35
York	Group 3, Cashier (Y)	35
	Group 4, Clerk Typist Engineering(Y)	35
<hr/>		
Cable Locate Dispatcher Toronto		40
Dispatch Clerk Grade 2 (T)		40
<hr/>		
Station Inspector Toronto		40
Inspector(T)		40
Scarborough		40
Substation Attendant (S)		40
<hr/>		
Engineering Records Technician		35
		35
		35
		35
<hr/>		
Dispatcher Toronto		40
Dispatch Clerk Grade 3 (T) Telephone Dispatch (T)		40
North York		40
Field Services Dispatcher(NY)		40
York		40
Dispatcher (Y)		40
<hr/>		
Garage Clerk Toronto		40
Technical Clerk Garage (T)		40
<hr/>		
<b>Lab Assistant</b>		
<hr/>		
Underground Construction Field Technician Toronto		40
Field Tech UG Construction(T)		40
<hr/>		
Warehouse Dispatch Clerk Toronto		40
Dispatch Clerk Grade 3 (T)		40
Scarborough		35
Stores Records Clerk (S)		35

## Inside Classification Schedule Mapping Document

New Classification	Job Mapping	Hrs/Wk
<b>Customer Enquiry Clerk</b>		
Toronto	Customer Enquiry Clerk Grd 2 (T)	40
	Customer Enquiry Clerk Grd 3 (T)	40

<b>Energy Field Service Representative</b>		
Toronto	Field Rep. Complaint (T)	40
	Customer Service Technician (T)	Shift, 40
	Field Rep. Service Order (T)	40
	Service Electr'n Grade 1 (T)	40
	Service Electr'n Grade 2 (T)	40
East York	Level 7, Customer Service Technician (EY)	35
Etobicoke	Grade 9, Energy Supply Technician (E)	35

<b>Senior Office Clerk Level 1</b>		
Toronto	Clerk Grade 4 (T)	35
	Clerk Grade 5 (T)	35
	Supervisor Clerk Grade 1 (T)	40
	Supervisor Clerk Grade 2 (T)	40
	Technical Clerk Grade 2 (T)	35
	Technical Clerk Grade 3 (T)	35
	Technical Clerk Grade 4 (T)	35
	Technical Clerk Grade 5 (T)	35
	Dispatch Clerk Grade 1 (T)	40
Scarborough	Level 7, Billing Clerk (S)	35
	Level 7, Secretary (S)	35
	Level 8, Sr. Billing Clerk (S)	35
North York	Group 4, Customer Data Clerk (NY)	35
	Group 6, Senior Clerk Operations (NY)	35
Etobicoke	Grade 8, Distribution Engineering Clerk (E)	35
	Engineering Service Office Clerk (E)	35
York	Level 6, M.I.S. Clerk (Y)	35

<b>Engineering Cost Clerk</b>		
Scarborough	Project Planner/Design & Construction (S)	40
	Project Planner/Standards & Maintenance (S)	40
	Level 6, Engineering Clerk (S)	40
North York	Construction Clerk (NY)	40
Etobicoke	Grade 5, Eng. Serv. Clerk (E)	40

<b>Inside Classification Schedule Mapping Document</b>		
<b>New Classification</b>	<b>Job Mapping</b>	<b>Hrs/Wk</b>
<b>Accounting Clerk Level 2</b>		
Toronto	Clerk Grade 5 (T)	35
	Clerk Grade 6 (T)	35
Scarborough	Level 7, Accounting Clerk (S)	35
<b>Computer Operator</b>		
Toronto	Computer Operator	35
Scarborough	Level 7, Computer Operator(S)	35
North York	Group 10, Computer Machine Operator (NY)	35
Etobicoke	Grade 7, Computer Operator (E)	35
<b>Energy Service Clerk</b>		
Toronto	Clerk Grade 5 (T)	35
	Clerk Grade 6 (T)	35
	Technical Clerk Grade 6 (T)	35
Scarborough	Meter Records Clerk (S)	35
	Level 7, Senior Meter Records Clerk (S)	35
	One Stop Shopping Consultant(S)	35
North York	Office Clerk- Meter Group 1 (NY)	35
Etobicoke	Grade 5, Meter/Water Heater Office Clerk (E)	40
	Meter/Water Heater Information Clerk (E)	40
	Grade 7, Cust. Accts. Field Services Clerk (E)	35
York	Meter Department Clerk Level 3 (Y)	35
<b>System Performance Technician Level 1</b>		
Toronto	Field Tech Grade 1 (T)	35
	Field Tech Grade 2 (T)	35
	Field Tech Grade 4 (T)	35
<b>Telecom Field Technician</b>		
Toronto	Field Technician Grade 4	35
<b>Telecom Technician Level 1</b>		
Toronto	Telecom Technician	35
<b>Underground Field Technician</b>		
Toronto	Field Tech Grade 2 (T)	35
	Field Tech Grade 4 (T)	35



## Inside Classification Schedule Mapping Document

Job Classification	Job Mapping	<u>hrs/Wk</u>
<b>Customer Service Representative</b>		
Toronto	Customer Service Clerk (T)	35
	Clerk Grade 6 (T)	35
	Customer Accounts Representative (T)	35
	Teller (T)	35
Scarborough	Customer Service Representative (S)	35
	Level 7, Collection Clerk (S)	35
	Level 8, Sr. Cashier (S)	35
	Level 8, Customer Consultant (S)	35
North York	Customer Information Clerk (NY)	35
	Sr. Cashier (NY)	35
Etobicoke	Group 7, Customer Accts Operating Rep. (E)	35
	Customer Accts Information Rep. (E)	35
York	Level 4, Senior Collection Clerk (Y)	35
	Level 5, Customer Consultant (Y)	35
	Level 6, Collection Officer (Y)	35
East York	Level 3, Accts. Receivable (EY)	35
	Level 3, Cust. Inquiry Clerk (EY)	35
	Level 4, Cust. Service Rep (EY)	35
	Level 4, Sr. Cust. Inquiry Clk (EY)	35
<b>Senior Office Clerk Level 2</b>		
Toronto	Clerk Grade 6 (T)	35
<b>Customer Service Advisor</b>		
Toronto	Collection Clerk Grade 3 (T)	35
	Clerk Grade 7 (T)	35
Scarborough	Level 9, Senior Customer Accts Cons (S)	35
	Level 9, Senior Collector (S)	35
	Level 9, Senior Customer Consultant (S)	35
Etobicoke	CA/CC Unit Head (E)	35
York	Level 7, Senior Customer Consultant (Y)	35
	Asst. Billing Supervisor (Y)	35
	Level 8, Billing Supervisor (Y)	35
	Level 8, Customer Accounts Supervisor (Y)	35
<b>Energy Service Advisor</b>		
Toronto	Conservation Field Rep. (T)	35
Scarborough	Level 9, Customer Advisor (S)	35

## Inside Classification Schedule

<b>Inside Classification Schedule Mapping Document</b>		
<b>New Classification</b>	<b>Job Mapping</b>	<b>Hrs/Wk</b>
York	Level 5, Consumer Service Clerk (Y)	35
	Service Representative (Y)	35
East York	Customer Service Representative (EY)	35
Etobicoke	Level 8, Energy Management (E)	35
	Level 8, Residential Energy Advisor (E)	35
<b>Plant Locator</b>		
Toronto	Field Technician Grade 3	35
	Field Technician Grade 5	35
<b>Senior Office Clerk Level 3</b>		
Toronto	Clerk Grade 7 (T)	35
	Technical Clerk Grade 7 (T)	35
<b>Demand Clerk</b>		
Toronto	Demand Clerk Grade 1 (T)	35
	Demand Clerk Grade 2 (T)	35
	Demand Clerk Grade 3 (T)	35
	Technical Clerk Grade 6 (T)	35
York	Level 6, General Service Billing Clerk (Y)	35
<b>Electrical Service Inspector</b>		
Toronto	Field Rep. Power Service (T)	35
	Field Rep. Grade 1 (T)	40
	Field Rep. Grade 2 (T)	40
	Field Rep. Grade 3 (T)	40
<b>Engineering Technician Level 2</b>		
Toronto	Field Tech Grade 4 (T)	35
	Tech Assist. Grade 1 (T)	35
	Draftsperson Grade A (T)	35
	Draftsperson Grade B (T)	35
North York	CADD Operator 1 (NY)	40
	CADD Operator 2 (NY)	40
	Records Operator 1 (NY)	40
	Records Operator 2 (NY)	40
	Senior Drafter (NY)	40
	Field Checker (NY)	40
Scarborough	CADD Operator (S)	35
Etobicoke	Design Clerk (E)	35
	Draftsperson (E)	35
	Engineering Records Clerk (E)	35
	GEM Clerk (E)	35

<b>Inside Classification Schedule</b>		
<b>New Classification</b>	<b>Job Mapping</b>	<b>Hrs/Wk</b>
	Records Assistant (E)	35
	Records Operator II (E)	35
<b>Facilities Technician Level 1</b>		
Toronto	Assistant Estimator (T)	35
	Facilities Planner (T)	35
<b>Field Tester</b>		
Toronto	Field Tester Grade 1 (T)	35
	Field Tester Grade 2 (T)	35
	Field Tester Grade 3 (T)	35
<b>Project Scheduler</b>		
Toronto	Tech Clerk Grade 7 (T)	35
	Tech Assist. Grade 1 (T)	35
		35
<b>Research Assistant</b>		
Toronto	Tech Assist. Grade 1 (T)	35
<b>SCADA/DMS System Technician</b>		
Toronto	Tech Assist. Grade 1 (T)	35
<b>Senior Office Clerk Level 4</b>		
Toronto	Clerk Grade 8 (T)	35
<b>Telecom Technician Level 2</b>		
Toronto	Tech Assist. Grade 1 (T)	35
<b>Protection &amp; Control Technician</b>		
Toronto	Protection & Control Technician (T)	40
	Relay Meter Test (T)	40
<b>Telecom Analyst</b>		
Toronto	Telecom Analyst (T)	35
<b>Accounting Clerk Level 3</b>		
Toronto	Clerk Grade 7 (T)	35
	Clerk Grade 8 (T)	35
	Clerk Grade 9 (T)	35
Scarborough	Level 9, Financial Analyst (S)	35
North York	Senior Accounting Clerk (NY)	35
York	Senior Accounting Clerk (Y)	35

<b>Inside Classification Schedule Mapping Document</b>		
<b>New Classification</b>	<b>Job Mapping</b>	<b>Hrs/Wk</b>
<b>End User Support Representative</b>		
Toronto	Tech Assist. Grade 2 (T)	35
Scarborough	Level 9, End User Support Analyst (S)	35
Etobicoke	Grade 9, Support Services Unit Head (E)	35
<b>Engineering Technician Level 3</b>		
Toronto	CADD AM/FM Operator (T)	35
Scarborough	AM/FM Programmer (S)	35
	AM/FM Programmer/Trainer (S)	35
		35
<b>Material Analyst</b>		
Toronto	Tech Clerk Grade 8 (T)	35
<b>Meter Technician</b>		
Toronto	Tech Assist Grade 2 (T)	35
<b>Programmer Analyst</b>		
Toronto	Information Centre Analyst (T)	35
	Programmer (T)	35
	Programmer/Analyst (T)	35
	Software Analyst (T)	35
	Systems Analyst (T)	35
Scarborough	Level 10, Programmer/Analyst (S)	35
	Level 11, Senior Programr/Analyst (S)	35
	Level 11, Systems Programmer (S)	35
North York	Group 12, Programmer (NY)	35
	Group 13, Programmer/Analyst (NY)	35
Etobicoke	Programmer/Analyst (E)	35
<b>SCADA Technician</b>		
Toronto	Tech Assist. Grade 2 (T)	35
<b>Stations Equipment Tester</b>		
Toronto	Tech Assist. Grade 2 (T)	35
<b>Civil Designer</b>		
Toronto	Field Tech Grade 5 (T)	35
	Tech Assist. Grade 2 (T)	35

Classification Summary		
New Classification	Job Mapping	Hrs/Wk
<b>Drafting Technician Level 1</b>		
Toronto	Design Drafter Grade C (T)	35
	Lead Technician 2 (T)	35
	Senior Draftsperson (T)	35
	Tech Assist. Grade 1 (T)	35
North York	Technical Coordinator (NY)	40
<b>Buyer</b>		
Toronto	Purchasing Clerk Grade 1 (T)	35
	Purchasing Clerk Grade 2 (T)	35
	Purchasing Clerk Grade 3 (T)	35
Scarborough	Buyer (S)	35
	Buyer (B)	35
North York	Purchasing Clerk (NY)	35
Etobicoke	Buyer/Expeditor (E)	35
York	Purchasing Clerk (Y)	35
<b>Civil Technician</b>		
Toronto	Tech A Grade 3 (T)	35
<b>Facilities Technician level 2</b>		
Toronto	Tech Assist. Grade 3 (T)	35
<b>Design Technician Level 2</b>		
Toronto	Estimator (T)	35
	Field Tech Grade 4 (T)	35
	Planners (T)	35
	Power Reps. (T)	35
	Senior Estimator (T)	35
	Senior Planner (T)	35
	Tech Assist. Grade 1 (T)	35
	Tech Assist. Grade 2 (T)	35
	Tech Assist. Grade 3 (T)	35
	Tech Clerk Grade 7 (T)	35
Scarborough	Technician Design & Construction (S)	35
	Technician, Surveying (S)	35
North York	Consumer Service Tech, Electric Supply (NY)	40
	Engineering Technician (NY)	40
Etobicoke	Level I, Engineering Technician (E)	35
	Level II, Engineering Technician (E)	35
	Engineering Service Technician (E)	35
	Installation Technician (E)	35
	Project Technician (E)	35

<b>Inside Classification Schedule</b>		
<b>New Classification</b>	<b>Job Mapping</b>	<b>Hrs/Wk</b>
East York	Level 5, Engineering Technician (EY)	35
	Level 6, Senior Engineering Technician (EY)	35
<hr/>		
<b>Energy Service Technician</b>		
Toronto	Conservation Technician (T)	35
Scarborough	Level 10, Customer Advisor (S)	35
	Level 11, Senior Technician (S)	35
North York	Cons. Service Tech. Energy Services (NY)	40
Etobicoke	Energy Management Technician (E)	35
York	Senior Service Representative (Y)	35
East York	Customer Service Technician (EY)	35
<hr/>		
<b>Station Designer</b>		
Toronto	Designer (T)	35
	Design Draftsperson Grade B (T)	35
<hr/>		
<b>System Performance Technician Level 2</b>		
Toronto	Assistant Estimator (T)	35
	Estimator (T)	35
	Field Tech Grade 5 (T)	35
	Tech Assist. Grade 2 (T)	35
	Tech Assist. Grade 3 (T)	35
Scarborough	Technician Planning & Operations (S)	35
	Technician Standards & Maintenance (S)	35
	Operations Analyst (S)	35
North York	Engineering Technician (NY)	40
Etobicoke	Project Technician (E)	35
<hr/>		
<b>Technical Clerk - Water Heater</b>		
Toronto	Technical Clerk - Water Heater (T)	40

## INDEX

<b>ABSENCE WITHOUT LEAVE</b>		
- definition (14.01)	23	
<b>ACCOMMODATION</b>		
- another classification (27.02 3 / 4 4)	51	
- employer/Union commitment (27)	50	
- modified work (27.01 2)	50	
- posting notice waived (10.01 d)	10	
- regular meetings (27.01 3)	50	
- reimbursement for medical (27.01 5)	51	
- representatives (27.01)	50	
- Return to Work Pgm (27.01 1)	50	
- time absent (27.01 4)	50	
- wage protection (27.03)	52	
<b>ADOPTION LEAVE</b>		
- continuation of benefits (24.02)	31	
- duration (24.01)	30	
- maintenance of wages (24.04)	32	
- provision of leave (24.01)	30	
- reinstatement (24.06)	32	
- seniority (24.02)	31	
<b>AGREEMENT</b>		
- COLA (35.03)	70	
- employer/employee resp. (1.03)	1	
- escalator clause (35.04)	71	
- general wage increase (35.03)	70	
- intent (1.02)	1	
- printing of (35.06)	72	
- purpose of (1.01)	1	
- Schedule I (35.02)	69	
- terms of (35.01)	69	
- wage & benefits (35.05)	71	
<b>ALTERNATIVE WORK SCHEDULE</b>		
- accumulated bank (33.10 e/f/g)	61	
- approval (33.09)	60	
- bereavement (33.10 j)	62	
- core hours (33.10 a/c)	61	
- denial (33.09)	60	
- denial/withdrawn (33.09)	60	
- hours of work (33.09)	60	
- procedure (33.10 a)	61	
- sick pay credit (33.10 i)	62	
- vacation (33.10 i)	62	
- work week (33.10 b)	61	
<b>BEREAVEMENT LEAVE</b>		
- alternative work schedule (33.10 i)	62	
- illness/vacation (17.04)	24	
- non 8 hour day employees (17.05)	25	
- pall bearers (17.03)	24	
- rate of pay (17.01)	23	
- time off allowed (17.0 a/b/c/d)	23	
- Union Pres/delegate (17.02)	24	
<b>BULLETINBOARDS</b>		
- placement of (15.01)	23	
<b>COLA (35.03/04)</b>		70
<b>DEMOTED EMPLOYEE</b>		
- previous classification (10.16)		14
- rate of pay (10.16)		14
- seniority (10.16)		14
<b>DENTAL PLAN</b>		
- carriers (24.09)		34
- coverage (24.08)		34
<b>DISCRIMINATION</b>		
- Human Rights Code (3.01 a)		2
- same sex spouse (3.01 b)		2
<b>DRIVER'S LICENCE</b>		
- suspension (10.17)		14
<b>EMPLOYEE DISABLED</b>		
- pay rate/benefits (24.24)		42
<b>EMPLOYEE RECORDS</b>		
- current address (1 1.04)		16
- employee disagrees (32.01)		57
- performance appraisal (32.01)		57
- warning (32.03)		58
<b>EMPLOYEE SURPLUS</b>		
- advancenotice (31.01)		56
- employee displacement (31.03)		56
- rate of pay (31.02)		56
- seniority (31.03/04/05)		56
<b>EMPLOYEE TERMINATION</b>		
- sick pay credit - cum. (24.18)		40
- sick pay credit (24.19)		40
- vacation (20.11)		28
<b>EMPLOYEE'S DEATH</b>		
- pay rate/benefits (24.24)		42
- spouse/dependent children (24.24)		42
<b>GRIEVANCE</b>		
- unsuccessful applicant (10.04)		11
<b>GRIEVANCE PROCEDURE &amp; ARBITRATION</b>		
- arbitration (8.13-8.14)		8
- discussion of (8.05)		7
- employee complaint (8.01)		6
- extension of time (8.11)		8
- form (8.03)		7
- ON Ministry of Labour (8.14)		8
- policy (8.08)		8
- resolution (8.10)		8
- steps/limits (8.01/04/06/07)		6
- time absent (8.12)		8
- time limits (8.09)		8
<b>HEALTH &amp; SAFETY</b>		
- accident reports (26.02 xiii)		46
- competent students (26.07)		49
- health & safety rep (26.04 b)		49
- Letters of Instruction (26.02 x)		45

- OFL training (26.02 xi)	46	- classification conditions (10.06)	11
- OSHA (26)	44	- cross-bargaining unit (10.01 b)	10
- refusal to do work (26.05)	49	-posting notice waived (10.01 d)	10
-revision to rule book (26.03 xiii)	48	-posting of time limits (10.01 a)	9
- revisions to rule book (26.02 ix)	45	-promotion (10.02)	10
-Safety Committees (26.01)	44	-relative experience (10.02)	10
- Steering Ctee (26.03 iii)	47	- returning employee (10.13)	13
- unresolved issues (26.02 xiv/xv)	46	- revert to former position (10.10/13)	13
- VDT emissions (26.06)	49	-successful employee (10.10 b)	13
-Workplace Committees (26.02)	44	- time limits (10.01 a)	9
<b>HEALTH &amp; SAFETY REP</b>		-unsuccessful applicant (10.01 a)	9
- other business (13.10)	22	<b>JURY &amp; WITNESS DUTY</b>	
- rate of pay/benefits (13.10)	22	- rate of pay (16.01)	23
- seniority (13.11)	22	- seniority (16.01)	23
<b>HOURS OF WORK</b>		- subpoenaed by Union (16.03)	23
- alternative working schedule (33.09)	60	- witness work-related (16.02)	23
-break times (33.34)	68	<b>LABOUR/MANAGEMENT CTEE</b>	
-changes (33.07 b)	59	- agenda items (25.02)	43
- changes to master schedule (33.07 b)	59	- alternative work schedule (33.09 2)	61
-Dispatcher (33.04)	58	- hours of work, shift (33.08 a)	60
- employee not on shift work (33.01)	58	- leave of absence (13.06)	20
- Energy Field Service Rep (33.03)	58	-meetings (25.01)	43
- Labour/Manage. Ctee (33.08 a)	60	-members (25.02)	43
- lunch (33.01)	58	-minutes (25.02)	43
-master schedule (33.07 a)	59	- performance appraisal (32.01)	57
-parking (33.35)	69	-purpose (25.01)	43
-posting (33.07 g)	60	- rehab employment (24.11)	37
- shift differential (33.06/11)	59	- self-funded leave (13.12)	22
-shift employees (33.06)	59	-training (28.01)	53
- shift hours (33.02)	58	- <b>work assignment (12.10/11)</b>	18
- spare/relief (33.07 a)	59	<b>LAYOFF</b>	
- standby (33. 13)	62	- definition (11.01)	15
- summer schedule (33.07 e)	60	- severance pay (11.07)	16
-telephone (33.35)	69	<b>LEAVE OF ABSENCE</b>	
-trading shifts (33.07 d)	59	-benefits (13.06)	20
- weekly schedule (33.07 f)	60	- dependent care (13.08)	21
<b>JOB DESC/CONSULT CTEE</b>		- new member interview (13.13)	22
-cost of committee (10.21)	15	- non 8 hour day employee (13.08)	21
- disagreement (10.20)	15	-public duties (13.06)	20
- members (10.19)	15	- self-funded leave plan (13.12)	22
- new/change (10.19)	15	- seniority (13.06)	20
<b>JOB PROMOTION</b>		- sick pay substitute (13.05)	20
-factors (10.03 a/b/c)	10	- Union Bargaining Ctee (13.07)	21
- grievance (10.04)	11	-Union duties (13.06)	20
-qualifications (10.03)	10	- Union officers (13.02)	19
- rate of pay (10.06/07/08/09)	11	- without pay (13.05)	20
- seniority (10.03)	10	<b>LONG TERM DISABILITY</b>	
<b>JOB SECURITY</b>		- benefit formula (24.11 b)	36
-employee probation (29.01)	53	- definition (24.11 a)	35
- employee retrained (29.01)	53	- elimination period (24.11 ai)	35
-job elimination (29.01)	53	- leave without pay (24.11 b)	36
- job placement period (29.01)	53	-posting notice waived (10.01 d)	10
-posting notice waived (10.01 d)	10	- rehab employment (24.11 b)	37
- wage protection (29.01)	53	-rejection of rehab offer (24.11 b)	37
<b>JOB VACANCY</b>		- sick pay credits (24.11 b)	36



- vacation entitlement (24.11 b)	37	- call-out (33.26 a)	66
<b>MANAGEMENT RIGHTS</b>		- public holidays (33.28)	66
- equipment/machinery (4.01 c)	3	- scheduled days off (33.27)	66
- hiring & discharge (4.01 b)	2	- work continued (33.25)	65
- order & discipline (4.01)	2	<b>PARENTAL LEAVE</b>	
- rules & regulations (4.01 c)	3	- continuation of benefits (24.02)	31
<b>MASTER SCHEDULE</b>		- duration (24.01)	30
- changes (33.07 b)	59	- provision of leave (24.01)	30
- changes (33.07 b/c)	59	- reinstatement (24.06)	32
- posting (33.07 a)	59	- seniority (24.02)	31
- posting (33.07 g)	60	<b>PERFORMANCE APPRAISAL</b>	
- shift hours of work (33.02)	58	- anniversary (32.01)	57
- spare/relief (33.07 a)	59	- disagreement (32.03)	58
- summer work (33.07 e)	60	- employee rating (32.01)	57
- trading shifts (33.07 d)	59	- employee warning (32.03)	58
- weekly schedule (33.07 f)	60	- Labour/Manage. Ctee (32.01)	57
- weekly shift (33.02/07)	58	<b>PERMANENT PLACEMENT</b>	
- weekly shift (33.10 d)	61	- another class (27.02 3)	51
<b>MEDICAL COVERAGE</b>		- definition (27.02)	51
- carriers (24.09)	34	- existing job (27.02 1)	51
- change of carriers (24.10)	35	- medically fit (27.02 1)	51
- death of employee (24.07 d/e)	33	- modified duties (27.02 2)	51
- eyecare (24.07 b)	33	- newly created classification (27.02 5)	51
- health insurance (24.07 a)	33	- other bargaining unit (27.02 4)	51
<b>MILEAGE ALLOWANCE</b>		<b>PERSONNEL RECORDS</b>	
- employee's automobile (33.33)	68	- employee hearing (32.02)	57
- reimbursement (33.33)	68	- right to review (32.02)	57
<b>NEW EMPLOYEE</b>		<b>PREGNANCY LEAVE</b>	
- pension plan (10.12)	13	- continuation of benefits (24.02)	31
- probationary period (10.10 a/11/14/15)	13	- duration (24.01)	30
- rate of pay (10.07)	12	- provision of leave (24.01)	30
<b>OVERTIME</b>		- reinstatement (24.06)	32
- absence with pay (33.15)	63	- seniority (24.02)	31
- call out (33.18)	64	- wage top-up (24.03)	31
- definition (33.14)	63	<b>PROBATION</b>	
- duration (33.14/15)	63	- new classification (10.10 a)	13
- emergency (33.16)	64	- new employee (10.11/14/15)	13
- employee declines (33.17)	64	- returning employee (10.13)	13
- employee recalled (33.14)	63	- revert to former class (10.10 b)	13
- equitable practice (33.17)	64	<b>PUBLIC HOLIDAYS</b>	
- lieu time (33.29)	66	- absence of employee (19.04)	27
- meal allowance (33.32)	67	- absence without pay (19.04)	27
- non continuous work (33.19 b)	64	- additional days (19.01 b)	26
- pre-arranged (33.19 a)	64	- employee scheduled to work (19.05)	27
- premium rates (33.29)	66	- falling during vacation (19.06)	27
- records (33.17)	64	- falling on weekend (19.02)	26
- time off (33.15)	63	- illness (19.05)	27
- travel time (33.31)	66	- lieu days (19.03/104105)	27
<b>OVERTIME- NON SHIFT</b>		- non-shift (33.29)	66
- call-out (33.21)	65	- overtime, shift (33.28)	66
- meal period (33.22)	65	- recognised days (19.01 a)	25
- Monday-Friday (33.20)	65	- shift employee (19.03)	27
- public holiday (33.24)	65	- time worked (33.28)	66
- Saturday/Sunday (33.23)	65	<b>RECALL</b>	
<b>OVERTIME- SHIFT</b>		- certificated illness (11.03)	16

- conditions (1.1.05)	16	- illness (9.04)	9
- entitlement (11.02/05)	15	- job promotion (10.03)	10
<b>RELIEF</b>		- jury & witness duty (16.01)	23
- arranged (12.06)	17	- leave of absence (9.04)	9
- days accumulated (12.04)	17	- leave-no pay (9.05)	9
- emergency (12.05/07/08)	17	- priority (30.06)	55
- higher classification (12.03)	17	- retrogression (31.03)	56
- higher classification (12.07)	18	- standing disagreement (9.03)	9
- illness (12.06)	17	- technological change (30.06)	5s
- meetings (12.03)	17	- technological change (30.02/03/04)	54
- outside bargaining unit (12.09)	18	- temporary transfer (12.04)	17
- public holiday (12.07)	18	- Union Bargaining Ctee (13.07)	21
- relief rate (12.03)	17	- Union/public duties (13.06)	20
- scheduled day off (12.05)	17	<b>SHIFT DIFFERENTIALS</b>	
- senior employee (12.03)	17	- weekends/holidays (33.11)	62
- shift employee (12.05/06/07)	17	<b>SICK PAY CREDIT</b>	
- training (12.03)	17	- accident/illness (24.17)	39
<b>RELIEF - LONG TERM</b>		- additional grants (24.16)	39
- definition (12.02)	16	- allowance (24.17)	39
- rate of pay (12.02)	16	- alternative work schedule (33.10)	62
<b>RELIEF - SHORT TERM</b>		- claim denied (24.17)	40
- definition (12.01)	16	- claim overpaid (24.17)	39
- rate of pay (12.01)	16	- cumulation (24.15)	38
<b>RETIREMENT</b>		- deceased employee (24.20)	41
- employee's death (24.24)	42	- dependent care (13.08)	21
- normal/early (24.24)	42	- employee retirement (24.18)	40
- notice period (24.24)	42	- employee termination (24.18/19)	40
- notice to employer (24.24)	42	- employer visitation (24.13)	38
- OMBERS (24.24)	41	- medical certificate (24.12)	38
- permanent disability (24.24)	42	- new employee (24.21)	41
<b>RETROGRESSION</b>		- notice to dept. (24.14)	38
- employee surplus (31.03)	56	- payout (24.23)	41
- lower classification (31.02)	56	- York Hydro (24.22)	41
- posting notice waived (10.01d)	10	<b>SPOUSAL LEAVE</b>	
- seniority (31.03/05)	56	- benefits (24.05a)	32
- training (31.04)	56	- definition (24.05a)	32
- Union notice (31.01)	56	- non 8 hour employee (24.05b)	32
<b>SAFETY EQUIPMENT</b>		<b>STEERING CTEE</b>	
- employer's duty (18.01)	25	- additional committees (26.02xvi)	46
<b>SAFETY FOOTWEAR</b>		- health & safety matters (26.03jii)	47
- allowance/carry over (18.02)	25	- health of workers (26.03x)	48
- approval (18.02)	25	- inspection by Union (26.03vi)	47
- made to measure (18.04)	25	- meetings (26.03)	47
- quality (18.03)	25	- minutes (26.03viii)	48
- students (6.02)	4	- obtain info (26.03x)	48
<b>SCHEDULE I</b>		- OFL training (26.03xi)	48
- job description (10.19)	15	- paid time off (26.03vii)	48
<b>SELF-FUNDED LEAVE PLAN</b>		- recommendations (26.03v)	47
- terms/conditions (13.12)	22	- representatives (26.03)	47
<b>SENIORITY</b>		- terms of reference (26.03)	47
- accident (9.04)	9	- Union co-chairperson (26.03v)	47
- definition (9.01)	9	- unresolved issues (26.02xv)	46
- demoted employee (10.16)	14	- Workplace Committee (26.03)	47
- f list (9.02)	9	<b>STEWARDS</b>	
- Health & Safety Rep (13.11)	22	- list (7.01)	5

-permission (7.02)	5	- advance vacation pay (6.06 b)	5
-representation (7.03)	6	- bi-weekly (6.06 a)	5
<b>STRIKES &amp; LOCKOUTS</b>		- check off list (6.03)	4
- contract term (5.01)	3	- employee info list (6.03)	4
- crossing of picket lines (5.03)	3	- employee information (6.04)	4
- terms (5.02)	3	• membership (6.01)	4
<b>STUDENTS</b>		- students (6.01)	4
- benefits (6.02)	4	- T4 slips (6.05)	5
- competent (26.07)	49	- union dues (6.03)	4
- Union membership (6.01)	4	<b>VACATION</b>	
<b>TECHNOLOGICAL CHANGE</b>		- carry over of time (20.07/08)	28
- advance notice (30.01)	53	- employee retires (20.12)	28
- posting notice waived (10.01 d)	10	- employee termination (20.11)	28
- priority rights (30.02106)	54	- entitlement (20.01/02/03/04/05/14)	27
• seniority (30.02)	54	- request (20.13)	29
- significant job change (30.04)	55	- shift employees (20.09)	28
- training/refusal of (30.03)	54	• sick leave substitution (20.10)	28
- wage protection (30.02)	54	- summer (20.06)	28
<b>TEMPORARY PLACEMENT</b>		<b>WORK ASSIGNMENT</b>	
- definition (27.03)	52	- another classification (12.10/11)	18
- existing job (27.03 1)	52	- special assignment (12.10)	18
- medically fit (27.03)	52	<b>WORKPLACE CTEE</b>	
- modified duties (27.03 2)	52	- accident reports (26.02 xiii)	46
- wage protection (27.03 3)	52	- employer duties (26.02 v)	45
<b>TOOLS</b>		- hazards (26.02 vii)	45
- replacement (23.01)	30	- Health & Safety Ctee (26.02 xiv)	46
<b>TRADE &amp; PROFESSIONAL FEES</b>		• Health/Safety rep (26.02 xv)	46
- cost of (21.02)	29	• Letters of Instruction (26.02 x)	45
<b>TRAINING</b>		- minutes (26.02 xii)	46
- Labour/Manage. Ctee (28.01)	53	- OFL training (26.02 xi)	46
• relief (12.03)	17	- recommendations (26.02 vi)	45
- technological changes (30.03)	54	• representatives (26.02)	44
- travel/meal expense (28.01)	53	- Safety & Environ Dept (26.02 ii/xv)	44
• wage protection (28.01)	53	- safety concern report (26.02 ii)	44
<b>UNION BARGAINING CTEE</b>		- Safety Rule Book (26.02 ix)	45
- rate of pay (13.07)	21	- Steering Ctee (26.02 xv)	46
- seniority (13.07)	21	- terms of reference (26.02)	44
<b>UNION OFFICIAL</b>		- time allowance (26.02 v)	45
- wages & benefits (13.04)	19	- unresolved issues (26.02 xiv)	46
<b>UNION SECURITY &amp; CHECK-OFF</b>		- workplace inspection (26.02 iii)	44

LETTER OF CONFIRMATION FORMING PART OF MEMORANDUM OF SETTLEMENT

December 18, 2002

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

Dear Mr. Sijano:

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 2003 to 2006 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 and Toronto Hydro Telecom Inc.
3. Canadian Union of Public Employees, Local No. 1 and Toronto Hydro Street Lighting Inc.

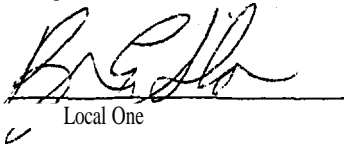
This further confirms that the reference in the renewed Appendixes to CUPE's Inside and Outside Collective Agreements are references to the 2003 to 2006 Agreements. For greater certainty, this confirms that all changes to the 2003 to 2006 Inside and Outside Collective Agreements apply to all employees of Toronto Hydro, 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

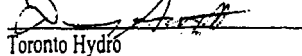


David Scott,  
Vice-president, Human Resources



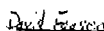
Local One

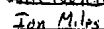
Dave Scott, on behalf of

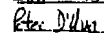


Toronto Hydro

Toronto Hydro Electric System Ltd

 Toronto Hydro Energy Services Inc.

 Toronto Hydro Telecom Inc.

 Toronto Hydro Street Lighting Inc.