

# **COLLECTIVE AGREEMENT**

**Between:**

**THE TORONTO HYDRO-ELECTRIC  
SYSTEM LIMITED**

**“The Employer”**

**-and-**

**THE SOCIETY OF ENERGY PROFESSIONALS**

**“The Society”**

**JULY 1, 2007**

**to**

**DECEMBER 31, 2011**

## TABLE OF CONTENTS

|   |    |
|---|----|
| ARTICLE 1<br>SOCIETY AND CORPORATE INTERESTS .....                  | 1  |
| ARTICLE 2<br>RECOGNITION ARTICLE .....                              | 1  |
| ARTICLE 3<br>RELATIONSHIP .....                                     | 1  |
| ARTICLE 4<br>MANAGEMENT FUNCTION .....                              | 2  |
| ARTICLE 5<br>EMPLOYEE CLASSIFICATIONS.....                          | 3  |
| ARTICLE 6<br>NO STRIKE/NO LOCKOUT.....                              | 3  |
| ARTICLE 7<br>SOCIETY MEMBERSHIP AND DUES DEDUCTION.....             | 3  |
| ARTICLE 8<br>RELEASE OF SOCIETY REPRESENTATIVES .....               | 4  |
| ARTICLE 9<br>COMPLAINT AND GRIEVANCE/ARBITRATION PROCEDURE.....     | 5  |
| ARTICLE 10<br>SOCIETY/MANAGEMENT COMMITTEE.....                     | 7  |
| ARTICLE 11<br>JOB POSTING .....                                     | 8  |
| ARTICLE 12<br>LAYOFF AND RECALL.....                                | 8  |
| ARTICLE 13<br>TEMPORARY TRANSFER.....                               | 9  |
| ARTICLE 14<br>PREGNANCY/ADOPTION/PARENTAL/FAMILY MEDICAL LEAVE..... | 9  |
| ARTICLE 15<br>SENIORITY .....                                       | 11 |

|   |           |
|---|-----------|
| <b>ARTICLE 16</b>                                   |           |
| <b>BEREAVEMENT LEAVE.....</b>                       | <b>11</b> |
| <b>ARTICLE 17</b>                                   |           |
| <b>JURY DUTY/REQUIRED ATTENDANCE AT COURT .....</b> | <b>12</b> |
| <b>ARTICLE 18</b>                                   |           |
| <b>PUBLIC HOLIDAYS AND FLOATING HOLIDAYS .....</b>  | <b>12</b> |
| <b>ARTICLE 19</b>                                   |           |
| <b>VACATION.....</b>                                | <b>13</b> |
| <b>ARTICLE 20</b>                                   |           |
| <b>HEALTH AND WELFARE .....</b>                     | <b>14</b> |
| <b>ARTICLE 21</b>                                   |           |
| <b>SICK LEAVE .....</b>                             | <b>16</b> |
| <b>ARTICLE 22</b>                                   |           |
| <b>HOURS OF WORK.....</b>                           | <b>16</b> |
| <b>ARTICLE 23</b>                                   |           |
| <b>OVERTIME.....</b>                                | <b>16</b> |
| <b>ARTICLE 24</b>                                   |           |
| <b>DISCIPLINE AND DISCHARGE.....</b>                | <b>17</b> |
| <b>ARTICLE 25</b>                                   |           |
| <b>SELF-FUNDED LEAVE PLAN .....</b>                 | <b>17</b> |
| <b>ARTICLE 26</b>                                   |           |
| <b>PAYMENT FOR USE OF PERSONAL VEHICLE .....</b>    | <b>18</b> |
| <b>ARTICLE 27</b>                                   |           |
| <b>CLASSIFICATIONS AND RATES OF PAY .....</b>       | <b>18</b> |
| <b>ARTICLE 28</b>                                   |           |
| <b>SAFETY EQUIPMENT AND SAFETY SHOES.....</b>       | <b>19</b> |
| <b>ARTICLE 29</b>                                   |           |
| <b>MEAL ALLOWANCE.....</b>                          | <b>19</b> |
| <b>ARTICLE 30</b>                                   |           |
| <b>STANDBY .....</b>                                | <b>20</b> |
| <b>ARTICLE 31</b>                                   |           |
| <b>PROFESSIONAL FEES .....</b>                      | <b>20</b> |

|  |           |
|--|-----------|
| <b>ARTICLE 32</b>                                |           |
| <b>HEALTH AND SAFETY .....</b>                   | <b>20</b> |
| <b>ARTICLE 33</b>                                |           |
| <b>JOB SECURITY .....</b>                        | <b>21</b> |
| <b>ARTICLE 34</b>                                |           |
| <b>PERFORMANCE CONTRACT .....</b>                | <b>21</b> |
| <b>ARTICLE 35</b>                                |           |
| <b>COLA.....</b>                                 | <b>21</b> |
| <b>ARTICLE 36</b>                                |           |
| <b>DURATION.....</b>                             | <b>22</b> |
| <b>LETTER OF INTENT #1</b>                       |           |
| <b>PROFESSIONAL DEVELOPMENT FOR</b>              |           |
| <b>THE SOCIETY OF ENERGY PROFESSIONALS .....</b> | <b>23</b> |
| <b>LETTER OF INTENT #2</b>                       |           |
| <b>LATERAL TRANSFERS .....</b>                   | <b>24</b> |
| <b>LETTER OF INTENT #3</b>                       |           |
| <b>SOCIETY MEMBERSHIP .....</b>                  | <b>25</b> |
| <b>LETTER OF INTENT #4</b>                       |           |
| <b>TORONTO HYDRO'S POST RETIREMENT</b>           |           |
| <b>BENEFITS PROGRAM.....</b>                     | <b>26</b> |

## ARTICLE 1

### SOCIETY AND CORPORATE INTERESTS

- 1.1 The purpose of this Agreement is to maintain a harmonious relationship between Toronto Hydro-Electric System Limited and the Society of Energy Professionals 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.

It is the intent and purpose of the parties to set forth here the agreement between the Employer and the Society concerning rates of pay, hours of work and all other conditions of employment.

## ARTICLE 2

### RECOGNITION ARTICLE

- 2.1 The Employer recognizes the Society as the exclusive bargaining agent for a bargaining unit comprised of all professional engineers employed by Toronto Hydro-Electric System Limited, save and except supervisors and persons above the rank of supervisor.
- 2.2 **Clarity Note**  
“Professional Engineer” means an employee who is a member of the engineering profession entitled to practice in Ontario and employed in a professional capacity in the classification(s) listed in Article 27 of this Agreement.

## ARTICLE 3

### RELATIONSHIP

- 3.1 **Human Rights**  
Every employee has the right to be free of harassment and discrimination in the workplace on the basis of the prohibited grounds as set out in the *Ontario Human Rights Code*. An employee who has a harassment or discrimination complaint on the basis of these grounds has the option of proceeding through the Employer’s internal harassment procedure or with a complaint to the Ontario Human Rights Commission. Any Society represented employee who is the subject of a harassment or discrimination complaint may consult with and be accompanied by a Society representative in any internal

investigation meeting into the allegations if he or she chooses to do so. No record of a complaint will be maintained in an employee's personnel file, except in the case of individuals who have received disciplinary action. Any person covered by this Collective Agreement, against whom a formal complaint is filed, must be given particulars of the complaint.

- 3.2 The Employer and the Society agree that they shall not discriminate against an employee on the basis of membership or activity in the Society. An employee who has a complaint of such discrimination shall have the right to seek redress under the Grievance and Arbitration procedure.

## **ARTICLE 4**

### **MANAGEMENT FUNCTION**

- 4.1 The Society recognizes and acknowledges that the management of the Employer and direction of the working forces are fixed exclusively in the Employer and without restricting the generality of the foregoing, the Society acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
  - b) hire, retire, assign, direct, promote, demote, classify, layoff, and recall employees subject to the provisions of this agreement;
  - c) suspend, discharge or otherwise discipline employees for just cause except for probationary employees who may be discharged on a lesser standard than just cause;
  - d) determine the nature and kind of business conducted by the Employer, the methods and techniques of work, the schedules of work, number of personnel to be employed, to make studies of and to institute changes in jobs and job assignments, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives here before invested in and exercised by the Employer which shall remain solely with the Employer;
  - e) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
  - f) have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.
- 4.2 The Employer agrees to exercise these functions in a reasonable manner consistent with the provisions of the Collective Agreement.

## **ARTICLE 5**

### **EMPLOYEE CLASSIFICATIONS**

#### **5.1 Probationary Employees**

An employee will be considered on probation for the first six (6) months work. After six (6) months work his/her seniority shall date back to the day on which his/her employment began.

5.2 A regular employee is an employee who has successfully served the required probationary term.

## **ARTICLE 6**

### **NO STRIKE / NO LOCKOUT**

6.1 The Society, employees within the scope of the bargaining unit, and the Employer, are pledged to the effective and efficient operation of the Employer, and they pledge themselves, individually and collectively, to refrain from taking part in strikes, lockouts or sympathy strikes and other interference with work or production during the term of this collective agreement.

6.2 In the event of a strike or lockout between the Employer and CUPE Local 1, it is understood that no member of the Society bargaining unit shall be required to perform any work that would normally be performed by members of CUPE Local 1.

## **ARTICLE 7**

### **SOCIETY MEMBERSHIP AND DUES DEDUCTION**

#### **7.1 Dues Deduction**

Society dues, as prescribed by the Society Constitution, or an equivalent amount, shall be deducted bi-weekly by the Employer by compulsory payroll deductions from all Society-represented employees, and shall be forwarded to the Society on their behalf with a list showing from whom the deductions are made.

7.2 The Employer will supply the Society with a list of the employee's names, addresses and telephone numbers (unless an employee advises otherwise) on a computer disk using compatible software annually.

- 7.3 The Employer shall supply to each employee receipts on the income tax T4 slips in the amount of the Society dues paid by each member of the bargaining unit in the previous year.
- 7.4 All members of the bargaining unit 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 to is in accordance with his or her classification and wage rates set out in Article 27 of this agreement. On each pay day, each employee shall be provided with an itemized statement of wages and deductions.

## **ARTICLE 8**

### **RELEASE OF SOCIETY REPRESENTATIVES**

- 8.1 In order to provide an orderly procedure for the settling of grievances, the Employer acknowledges the right of the Society to appoint or otherwise select two (2) delegates, and one (1) alternate, whose duties shall include assisting employees in preparing and presenting grievances in accordance with the grievance procedure. A Society delegate will be granted reasonable time off from normal duties and have normal base earnings maintained while acting as a delegate in any of the steps of the grievance procedure.
- 8.2 The Employer acknowledges the right of the Society to appoint or select a negotiating committee of not more than two (2) employees covered by the Collective Agreement for the purpose of negotiating a renewal Agreement. The Society shall keep the Employer notified in writing of the names of the current delegates and members of the negotiating committee.
- 8.3 The Employer agrees that a Society representative's participation in any of the joint processes under this Collective Agreement will not impact on the employee's performance appraisal.
- 8.4 The employees constituting the Society negotiating 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 the payment of overtime. The Employer will provide a maximum of three (3) days with pay, for up to two (2) members of the negotiating committee, to be used for contract negotiation preparation time.
- 8.5 Up to two (2) Society Delegates will be permitted a combined total of eight (8) days per contract year without pay to attend Society meetings.

## **8.6 New Member Interview**

The Employer agrees that within four (4) weeks of date of hire the Society 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 Society membership. The cost of Society representation will be at the Society's expense.

# **ARTICLE 9**

## **COMPLAINT AND GRIEVANCE / ARBITRATION PROCEDURE**

### **9.1 Preamble and Principles of Operation**

The following procedure for dispute resolution consists of three elements: a complaint process, a grievance procedure and an arbitration process. These processes will be used by the Parties in order to resolve complaints and grievances. For the purpose of this Article, reference to "days" relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays and paid holidays.

9.2 The grievance procedure shall proceed without unnecessary delay. Except by mutual agreement, time limits for initiating a complaint/grievance should be adhered to.

### **9.3 Employee Complaint**

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 he/she shall discuss it with his/her immediate supervisor within ten (10) days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee. The supervisor shall give his/her response to the complaint within five (5) days. These discussions and response shall not establish precedent. Failing settlement or failing a response, a complaint arising from a breach of the Collective Agreement may be taken up as a grievance in the following manner and sequence:

### **9.4 Step 1 of Grievance Process**

- a) Failing informal resolution of the complaint, the Society must file an employee grievance at Step 1 within ten (10) days of the Supervisor's decision. The grievance shall be filed in writing from the Society's grievance representative to the Manager of the Department or the VP Human Resources.
- b) The Manager of the Department and the local Society representative will meet to attempt resolution within ten (10) days of the date that the grievance is filed. Where mutually agreeable, the employee may attend the Step 1 meeting. Any resolution at Step 1 will be without prejudice and will not constitute a precedent in any other matter between the Parties except by written agreement.

- c) The Society may initiate an employee grievance arising from disciplinary suspension or discharge directly at Step 2.

#### 9.5 **Step 2 of Grievance Process**

- a) Failing resolution at Step 1, the Society may file an employee grievance at Step 2 within ten (10) days of the Step 1 meeting. Policy and Group grievances shall be initiated at Step 2. A grievance must be filed in writing to the V.P. Human Resources.
- b) Prior to a 2<sup>nd</sup> Step grievance meeting, the Parties will use their best efforts to identify the issue(s), the basis of the grievance and areas of agreement and disagreement.
- c) Within ten (10) days of the date of the Step 2 letter, a meeting will be held between the Vice President of the affected business unit, the Vice President, Human Resources or their designate, the local Society delegate, and a Staff Officer of the Society. Where mutually agreeable, the employee may attend the Step 2 meeting.

#### 9.6 **Settlement**

A grievance submitted to Step 2 may be resolved by written agreement of the Employer and the Society delegate, or designate. Such resolution shall be final and binding on the Parties.

#### 9.7 **Grievance Arbitration**

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided.

- 9.8 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 9.9 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the Employer or, if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in section 9.3 above.
- 9.10 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing within 20 days of the Step 2 meeting, addressed to the other party to this Agreement, and the Employer and the Society will mutually agree upon a single arbitrator.
- 9.11 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 9.12 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.13 The arbitration proceedings will be expedited by the parties hereto and the decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.14 Each of the parties hereto will share equally the expenses, if any, of the arbitrator.
- 9.15 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures should be complied with except by written agreement to extend them.

## **ARTICLE 10**

### **SOCIETY / MANAGEMENT COMMITTEE**

- 10.1 The Society and the Employer recognize that effective labour relations depend on the co-operation and good communications between the parties. They will meet quarterly or as required and the meeting may be 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 Society 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 relations between the parties and the employees they represent. Minutes shall be recorded and a copy sent to the Society within ten (10) working days of the meeting.
- 10.2 The Committee will consist of two (2) members of Management and two (2) members from the Society. Each party may bring one (1) "subject matter expert" 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 Society representatives in attendance 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 11**

### **JOB POSTING**

**11.1 Intent**

To provide open, fair access to career opportunities for employees in the bargaining unit.

11.2 Members of the bargaining unit will be afforded priority consideration for all vacancies in the Engineering Specialist position prior to external advertisement. Internal applicants will be considered on the basis of most qualified. Should two employees have relatively equal qualifications, seniority shall govern.

11.3 Employees selected to a position outside the bargaining unit shall be subject to a three-month (3) probationary period. At any time prior to the expiration of the three-month (3) period, the Employer may return the employee to their previous bargaining unit position without posting for a vacancy, should it determine that the employee cannot meet the requirements of the new position.

## **ARTICLE 12**

### **LAYOFF AND RECALL**

12.1 Layoff shall mean unemployment due to work shortage.

12.2 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall normally be laid off in reverse order of seniority.

12.3 Employees shall be recalled in order of seniority, provided that they are qualified, or qualifiable in a reasonable period of time, to perform the work that remains. No new employee shall be hired until those employees on recall have been provided an opportunity of recall.

## **ARTICLE 13**

### **TEMPORARY TRANSFER**

- 13.1 There may be instances when employees are temporarily removed from their normal duties to perform work outside of the Society's bargaining unit. Any temporary transfer that is to extend beyond three (3) months shall be posted in the workplace and all employees in the bargaining unit shall be allowed to apply. Any temporary transfer of less than three (3) months may be filled at the Employer's discretion by bargaining unit employees in the department.
- 13.2 Where a Society-represented employee is stepped up on a temporary basis to a Supervisory position outside the bargaining unit, the employee shall receive an increase to their base wage rate commensurate with the duties and responsibilities of the temporary assignment. The increase will be 4% above their rate of pay, but will not exceed the maximum rate of the temporary position.

## **ARTICLE 14**

### **PREGNANCY / ADOPTION / PARENTAL / FAMILY MEDICAL LEAVE**

#### **14.1 Provision of Leave**

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

Pregnancy Leave 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 Leave 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**

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

During a Parental or Family Medical Leave the Employer shall continue to pay the full cost of the employee's medical and hospital coverage and the Employer's portion of the employee's pension plan coverage and insurance coverage if the employee elects at the commencement of the leave to pay the employee portion of the costs. Seniority, for all purposes, shall accrue during the period of Pregnancy, Adoption, Family Medical or Parental Leave.

#### **14.2 Wage Top-Up for Pregnancy Leave**

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

#### **14.3 Maintenance of Wages for Adoption Leave and Parental Leave**

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, or Parental Leave for the primary care giver, the Employer will provide payment equal to 95% of base pay for two (2) weeks and 95% of his/her normal, straight-time pay for up to thirty-five (35) weeks.

#### **14.4 Family Medical Leave**

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

#### **14.5 Spousal Leave at Time of Birth or Adoption**

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.

#### **14.6 Reinstatement**

The Employer shall reinstate an employee returning to work from a Pregnancy, Adoption, Family Medical 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 step increase occurs during the absence, the employee will receive such increase upon satisfactory demonstration of competency during a trial period of thirty (30) days, following which the increase shall be retroactive to the date the employee returned to work.

## **ARTICLE 15**

### **SENIORITY**

- 15.1 Seniority in this agreement shall be defined as the employee's length of service with the Employer.
- 15.2 An employee shall not lose her/his seniority standing if s/he is absent from work because of sickness, accident or leave of absence approved by the Employer.

## **ARTICLE 16**

### **BEREAVEMENT LEAVE**

- 16.1 In the event of a death in the immediate family, an employee will be granted up to five (5) consecutive working days leave of absence. Such leave shall be without loss of pay from average hourly earnings. Immediate family shall mean spouse, child, father, and mother. Where the term spouse is used in this article, it shall include common-law spouse.
- 16.2 In the event of a death of a grandparent, grandchild, father-in-law, mother-in-law, brother, sister, an employee shall be granted up to three (3) consecutive working days leave of absence. Such leave shall be without loss of pay from average hourly earnings.
- 16.3 In the event of a death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law, an employee shall be granted the day of the funeral to be absent. Such leave shall be without loss of pay from average hourly earnings.
- 16.4 An extension of time in any of the situations discussed above will be considered, in abnormal circumstances or where significant travel is involved. Such extension may be taken either without pay, or be paid from the employee's vacation bank, at the discretion of the employee.
- 16.5 When an employee is on vacation or sick leave and the death of a relative as listed in 16.1 or 16.2 above occurs, that portion of the employee's time resulting from the bereavement and in accordance with the provisions of this Article, shall be changed from vacation or sick leave to bereavement leave. The employee is required to notify her/his department immediately on receipt of notification of a death.

## **ARTICLE 17**

### **JURY DUTY / REQUIRED ATTENDANCE AT COURT**

- 17.1 For the duration of the Jury Duty, or required attendance at an Inquest or court, the employee's normal base earnings and benefits will be maintained. The employee is responsible for informing his/her supervisor as to the probable duration of the jury duty. Upon return to work the employee shall refund any jury or witness fees received and provide the Employer with a Certificate of Service signed by the Clerk of the Court showing the amount of said fee received. It is agreed that this provision does not apply to arbitration or Ontario Labour Relations Board proceedings.

## **ARTICLE 18**

### **PUBLIC HOLIDAYS AND FLOATING HOLIDAYS**

- 18.1 The following days are recognized as Public holidays by the Employer:

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

- 18.2 Each regular employee shall be entitled to an additional three (3) floating holidays with pay during the calendar year and such days shall be mutually agreed to by the Supervisor and the employee. An employee request to take such holiday on Remembrance Day will be granted. These days may be taken in half days.
- 18.3 The Employer reserves the right to designate one of the additional days by December 1<sup>st</sup> of the previous year.
- 18.4 When Christmas, New Year's Day or July 1<sup>st</sup> fall 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.
- 18.5 It is understood and agreed that employees are not entitled to pay for the holiday as set out above when they are absent without pay on either the work day before or the work

day after the Holiday, except in cases of employees absent on Society business.

- 18.6 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 19**

### **VACATION**

- 19.1 During the calendar year of their hire, new employees shall be entitled to one (1) day of paid vacation per month, up to a maximum of ten (10) days.
- 19.2 In and from the calendar year following date of hire, employees are entitled to fifteen (15) working days of vacation.
- 19.3 In and from calendar year in which is completed six (6) years of employment service, twenty (20) working days of vacation.
- 19.4 In and from the calendar year in which is completed fifteen (15) years of employment service, twenty-five (25) working days of vacation.
- 19.5 In and from the calendar year in which is completed twenty-five (25) years of employment service, thirty (30) working days of vacation.
- 19.6 An employee shall be allowed to carry over any portion of one year's vacation. Vacation arranged as carry-over is paid at the rate and under conditions applicable when vacation is taken.
- 19.7 Sick leave may be substituted for vacation where the employee has established that a serious illness or serious injury due to accident occurred while on vacation.
- 19.8 When employment is terminated other than in the year of normal retirement and vacation taken has exceeded the vacation credit, the overpayment shall be recovered by the Employer.
- 19.9 In the year of retirement, the full year's vacation is allowed.
- 19.10 The Employer will reply to vacation request within ten (10) working days of receipt of such request, provided that the request is made within three (3) months of the requested vacation.
- 19.11 The Employer will try to ensure that the vacation requests of employees will be accommodated, to the extent that the operations of the Department are not adversely

affected. In any event, employees are guaranteed at least two weeks of vacation during July and August.

## ARTICLE 20

### HEALTH AND WELFARE

- 20.1 The Employer agrees, during the term of agreement, to maintain the current coverage for employees in the employ of the Employer under the insurance plans presently in effect subject to their respective terms and conditions including enrolment requirements. Employees granted leave of absence without pay shall reimburse the Employer the full cost of health and dental and insurance coverage for the period of the absence.
- 20.2 All members of the bargaining unit shall be entitled to a two hundred dollar (\$200.00) annual personal health spending account.
- 20.3 Annual Fitness Club membership subsidy up to \$750.00 per year.
- 20.4 **Medical and Hospital Services and Dental Plan**  
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.
- 20.5 The Extended Health Care Plan coverage for eyeglasses and/or Contact Lenses shall be \$375.00 per person covered, per 24-month period.
- 20.6 The cost of an eye exam for a two (2) year period or one (1) year period for dependent children under the age of twenty-one (21) if prescribed by a medical practitioner up to a maximum of \$80.00 per person.
- 20.7 Services of a licensed Chiropractor (including X-rays), up to a maximum of \$300 per person per year, payable only after OHIP ceases to pay any portion of the expenses.
- 20.8 Services of a licensed Osteopath, Chiropodist or Podiatrist, Registered massage Therapist, up to a maximum of \$50.00 per visit per person, Psychologist, Naturopath, Speech Therapist and Dietician up to a maximum of \$850.00 per person per contract year, payable only after OHIP ceases to pay any portion of the expenses.
- 20.9 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).

- 20.10 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 for a period of two (2) years.
- 20.11 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.

The Dental Plan will include orthodontic services and fixed prosthodontic (including implants) on a 50% co-insurance basis to a maximum of \$3,000 per employee and \$3,000 per family member covered once in a lifetime.

**20.12 Long Term Disability Plan**

The Employer agrees to continue an arrangement with an Insurer Licensed under the Insurance Act to provide a Long Term Disability Plan for all employees covered under the terms of this agreement.

**Benefit Schedule**

- a) 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**

- b) 75% of the employee's basic monthly earnings, to a \$10,000.00 monthly benefit maximum. Amounts of employee's monthly benefit which are not integral multiples of \$1.00 are rounded to the next higher dollar.

**20.13 Accidental Death and Dismemberment**

The Employer agrees to continue an arrangement with an Insurer Licensed under the Insurance Act to provide an Accidental Death and Dismemberment Plan for all employees covered under the terms of this agreement.

**20.14 Pensions**

The Employer and all employees covered by this agreement will participate in the Ontario Municipal Employee Retirement Pension Plan (OMERS) defined benefit plan, in accordance with the applicable legislation and the terms of the Plan.

## **ARTICLE 21**

### **SICK LEAVE**

- 21.1 Employees with a sick time balance will be required to draw from those credits in the event of an illness or non-work related injury.
- 21.2 Employees who do not have a current sick bank will be advanced six (6) sick days annually that are non-cumulative and have no cash value.
- 21.3 Employees with a sick time balance who run out of sick time credits during the course of a year will be advanced one (1) sick day for every two (2) months remaining in the calendar year to a maximum of six (6) days.
- 21.4 New employees will be advanced one (1) sick day per two (2) completed months of service to a maximum of six (6) days.
- 21.5 No sick days will be advanced until current remaining sick bank is used.
- 21.6 Payment of 75% of basic earnings commences with supporting medical certification as follows: on the first day of absence due to an accident, or; on the fourth day of absence due to illness (you will use 3 sick day credits)

## **ARTICLE 22**

### **HOURS OF WORK**

- 22.1 The normal workweek for full time employees shall be five (5) days, Monday to Friday and consist of Thirty-five (35) hours per week and Seven (7) hours per day, between the hours of 7:00 a.m. and 7:00 p.m.

## **ARTICLE 23**

### **OVERTIME**

- 23.1 Overtime shall be paid to employees when specifically directed by management to work overtime to accomplish a certain task.
- 23.2 Overtime may be taken as double time for hours worked or straight time for hours worked plus the equivalent lieu time, paid at straight time.
- 23.3 Employee called out for immediate report shall be paid overtime from time of call plus half-hour to return home. Payment for returning home does not apply when the work terminates at normal stopping time.

## **ARTICLE 24**

### **DISCIPLINE AND DISCHARGE**

- 24.1 No regular employee shall be disciplined or discharged without just cause.
- 24.2 An employee is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with Management of the reasons for considering such action, unless he/she is a danger to himself/herself or others. A Society delegate will be present at such a meeting, unless the employee indicates that she/he does not desire representation.
- 24.3 In any event, in all cases the employee's Society representative shall be advised in advance by Management of the time and place of the meeting.

## **ARTICLE 25**

### **SELF-FUNDED LEAVE PLAN**

- 25.1 Toronto Hydro agrees to allow employees to participate in the Fully Funded Leave Plan. It is 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. Applications for this leave must be in writing to the Human Resources Department 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 for the leave is at the Employer's discretion. Such discretion will not be exercised unreasonably.

## ARTICLE 26

### PAYMENT FOR USE OF PERSONAL VEHICLE

- 26.1 The Employer shall provide employees who are authorized to use their own automobile on the 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.
- 26.2 Employees shall be reimbursed \$0.46 per kilometre for all kilometres travelled while on the Employer's business. Conversion factor is 1 mile=1.6 kilometres. The rate per kilometre 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 increased an additional one (1) cent per kilometre shall be paid. The effective date for changes in the rate will be the first month following the month in which the index is published.

## ARTICLE 27

### CLASSIFICATIONS AND RATES OF PAY

- 27.1 The classification and wage rate for employees in the bargaining unit are as follows:

| Engineer | July 1, 2006 (3.5) | Jan 1, 2007(1.75) | Jan 1, 2008 (2.5) | Jan 1, 2009(2.75) | Jan 1, 2010(2.75) | Jan 1, 2011(2.75) |
|----------|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Step 1   | 68511              | 69710             | 71453             | 73418             | 75437             | 77512             |
| Step 2   | 73078              | 74357             | 76216             | 78312             | 80466             | 82679             |
| Step 3   | 77646              | 79005             | 80980             | 83207             | 85495             | 87846             |
| Step 4   | 82213              | 83652             | 85743             | 88101             | 90,524            | 93,013            |
| Step 5   | 86781              | 88300             | 90508             | 92997             | 95554             | 98182             |
| Step 6   | 91348              | 92947             | 95271             | 97891             | 100583            | 103349            |

|                        |       |       |        |        |        |        |
|------------------------|-------|-------|--------|--------|--------|--------|
| Engineering Specialist | 96723 | 98416 | 100876 | 103650 | 106500 | 109429 |
|------------------------|-------|-------|--------|--------|--------|--------|

Employees being paid at a rate below the full competency rate will progress towards the rate on a step per year basis if their performance is rated satisfactory by the Employer. Employees who exceed performance expectations may progress more rapidly.

Any employee paid above the maximum rate shall receive an increase equal to one half of the scheduled increase in each year of the Collective Agreement, until such time as the employee's salary level corresponds to the maximum rate.

**27.2 Employer's Variable Performance Pay Program**

Employees in the bargaining unit shall continue to participate in the Employer's existing Variable Performance Pay Program. A 2% increase in the performance pay maximum to 8% effective January 1, 2008 for the 2008 performance year, paid out in early 2009. This shall be in effect for the 2008, 2009, 2010 and 2011 performance years, paid out in early 2009, 2010, 2011, and 2012 respectively.

## **ARTICLE 28**

### **SAFETY EQUIPMENT AND SAFETY SHOES**

- 28.1 The Employer will supply the necessary safety equipment including safety shoes and work clothing to protect employees, at no cost to the employee. Employees will receive such equipment that is necessary in the normal performance of their duties.

## **ARTICLE 29**

### **MEAL ALLOWANCE**

- 29.1 Effective July 1, 2007 the meal allowance shall be \$12.00. Effective January 1, 2008 the meal allowance shall be \$12.50. Effective January 1, 2009 the meal allowance shall be \$13.00. Effective January 1, 2010 the meal allowance shall be \$13.50. Effective January 1, 2011 the meal allowance shall be \$14.00.

- a) Employee continuing working past her/his normal stop time on authorized overtime, 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. The employee must work two (2) hours past her/his last meal period to be paid for same.
- b) Employee called back for emergency work of three (3) hours or more and at intervals thereafter of not less than four (4) hours until released.
- c) Employee working pre-arranged overtime on her/his regular day off 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 rests with the supervisor.

## **ARTICLE 30**

### **STANDBY**

- 30.1 Standby is compensation for employees who are required to be available for work outside of normal business hours. Employees so designated will be expected to report to work within a reasonable time as specified by the Employer. Standby duties shall be rotated equitably as practicable amongst qualified employees. Standby will be paid at three (3) hours straight time pay per weekend day or paid holiday in that week, and one and one half (1.5) hours straight time pay per weekday.

## **ARTICLE 31**

### **PROFESSIONAL FEES**

- 31.1 The Employer shall reimburse the full cost of the annual renewal for the Professional Engineers Ontario licensing fee for each member of the bargaining unit.

## **ARTICLE 32**

### **HEALTH AND SAFETY**

- 32.1 Employees represented by the Society are entitled to exercise their rights, and are expected to fulfil their responsibilities, as workers under the Occupational Health and Safety Act.
- 32.2 The Employer agrees to discuss new or revised health and safety policies and procedures that directly affect the health and safety of employees represented by the Society with the Society. The Society will be given a reasonable amount of time to comment prior to implementation. It is agreed, however, that the Employer has the right to implement new or revised health and safety policies and procedures immediately, where necessary to satisfy its health and safety responsibilities. In the event of immediate implementation, the policy or procedure will be discussed with the Society as soon as it practically can be, following implementation.

## **ARTICLE 33**

### **JOB SECURITY**

- 33.1 In the event that an employee's work is eliminated directly relating to contracting out by the Employer, the employee will be occupied in other engineering work as determined by the Employer.

## **ARTICLE 34**

### **PERFORMANCE CONTRACT**

- 34.1 The performance contract process shall be conducted according to the terms of the Performance Management Process.
- 34.2 Employees disagreeing with their Performance Contract may refer it to the Grievance Procedure.

## **ARTICLE 35**

### **COLA**

- 35.1 The following Cost of Living Escalator Clause is to be operative in calendar year 2009 and for all subsequent calendar years during the term of the Collective Agreement.

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 December 2008 will be the base for calculating any adjustments in 2009, and will only come into effect if CPI exceeds the 2.75% base pay increase by 1% or greater. 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%.

No downward adjustment shall be made to reduce wages below the level paid in the first month of the third year of the Agreement because of changes in the Consumer Price Index for Toronto.

## ARTICLE 36

### DURATION

36.1 This Agreement shall continue in effect from July 1, 2007 to December 31, 2011 unless either party notifies the other in writing not less than sixty (60) days and not more than ninety (90) days prior to the expiration date of its desire to amend or terminate the Agreement.

If notice of amendment or termination is given by either party in accordance with above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following receipt of such notification or such further period of time as may be agreed upon.

36.2 Retroactive to January 1, 2007, there will be a general increase of 1.75%. Effective January 1, 2008, there will be a general increase of 2.50%; Effective January 1, 2009, there will be a general increase of 2.75%; Effective January 1, 2010, there will be a general increase of 2.75% and effective January 1, 2011, there will be a general increase of 2.75%. The adjustment to wages shall apply to all employees on the payroll in the bargaining unit.

**36.3 Printing of the Agreement**

Printing of this Agreement is at the Employer's expense and the Union will be supplied with a sufficient quantity for distribution to the members of the bargaining unit.

36.4 This Agreement is executed and delivered this 12th day of October 2007.

Signed on behalf of Toronto Hydro:

Ave Lethbridge  
Ivano Labricciosa  
Carey Barker

Witness:

Signed on behalf of the Society of Energy Professionals:

Ben Sheng  
Geetha Daniell  
Terry Fitzpatrick

Witness:

**Letter of Intent #1 - Revised**

May 30, 2006

Mr. Terry Fitzpatrick  
Society Staff Officer  
The Society of Energy Professionals  
425 Bloor Street, E. Suite 300  
Toronto, Ontario  
M4W 3R4


Dear Mr. Fitzpatrick,

**Re: Professional Development for the Society of Energy Professionals**

This letter confirms our discussions at negotiations regarding the Professional Development Program for the Engineers.

It is agreed that the final version of the Professional Development Program be signed by the parties, communicated and rolled-out to the employees of the Bargaining Unit within a period of 90-days from the ratification of this Collective Agreement.

Yours truly,



Ave Lethbridge,  
Vice-President, Organizational Effectiveness

## Letter of Intent #2

November 21, 2001

Mr. Terry Fitzpatrick  
Staff Officer  
The Society of Energy Professionals  
525 University Avenue  
Suite 630  
Toronto, ON  
M5G 2L3

Dear Mr. Fitzpatrick,

**Re: Lateral Transfers**

This letter confirms our discussions at negotiations regarding Lateral Transfers within the bargaining Unit.

The Employer recognizes the importance of affording the Engineers an opportunity to expand their knowledge in core, technical and business competencies to support the electrical utility business needs through assignments in different work areas of the utility.

When a long-term need arises for an Engineer, or when the Employer advertises for an Engineer position, the parties will convene a Society/Management committee meeting to discuss whether lateral transfers are appropriate. The Committee will consider the following factors in determining whether a lateral transfer is appropriate and in selecting an Engineer for transfer:

1. The interest expressed by individual Engineers in moving to a new assignment.
2. An assessment of individual skill gaps and required professional development.
3. An assessment of the impact of the transfer on business continuity.

The Committee will try to reach consensus on whether a lateral transfer is appropriate and in selecting an Engineer for transfer. Failing consensus, the Employer may make the final determination.

Notwithstanding the above, the Employer reserves the right to assign Engineers to different areas to meet operational needs.

  
David Scott  
Vice-President, Human Resources

Letter of Intent #3

June 25, 2003

Mr. Terry Fitzpatrick  
Society Staff Officer  
Society of Energy Professionals  
425 Bloor Street, E. Suite 300  
Toronto, Ontario  
M4W 3R4

Dear Mr. Fitzpatrick,

**Re: Society Membership**

This will confirm our discussions at negotiations concerning employees covered under the Collective Agreement. The Company acknowledges that any existing Society members transferred into the Information Technology Division, in a position requiring a "Professional Engineer" as defined in Section 1 (1) of the Act, will retain their Society membership.

Yours Truly,



David Scott,  
Vice-President, Human Resources

**LETTER OF INTENT #4**

June 25, 2003

Mr. Terry Fitzpatrick  
Society Staff Officer  
Society of Energy Professionals  
425 Bloor Street, E. Suite 300  
Toronto, Ontario  
M4W 3R4

Dear Mr. Fitzpatrick,

**Re: Toronto Hydro's Post Retirement Benefits Program**

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

*T.F. May 30/06 of May 30/06*

It is agreed that for the Society Bargaining Unit, ~~employees~~ employees of Toronto Hydro 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 service 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 the Schedule C will continue.

Yours truly,

David Scott,  
Vice-President, Human Resources