

AGREEMENT

April 1, 2010 to March 31, 2013

Between

NEWMARKET-TAY POWER DISTRIBUTION LTD.

And

**THE OFFICE EMPLOYEES
NEWMARKET-TAY POWER DISTRIBUTION LTD.**

1. **2010 to 2013 AMENDMENTS**

Item 4 – Adjustment of Differences

- 4 a) Any employee who feels he/she has been unjustly treated may present his/her complaint verbally to his/her Supervisor within two weeks of the claimed unjust treatment. If satisfaction is not obtained within three days, the employee may, within two additional days, request a meeting with ~~the Human Resources/Office Manager~~ **an Officer of the Corporation and/or the President**. If the employee wishes, a member of the Office Employment Relations Committee may accompany them at either or both meetings.
- 4 b) ~~If satisfaction is not obtained at the Human Resources/Office Manager's level within five days of the employee's request for a meeting, the employee may request a meeting with the President.~~ If satisfaction is still not obtained within a further five days of the employee's request for a meeting with the President, the employee may submit their complaint for consideration at the next meeting of the Board of Directors. If the employee wishes, not more than two members of the Office Employee Relations committee may accompany them at the Board meeting.

Item 6 – Working Hours

Normal working hours for Newmarket **and Tay** will be from 8:30 a.m. to 4:00 p.m. Monday to Thursday with half hour for lunch. Friday will include a 45 minute lunch, but the 15 minute afternoon break will be eliminated. ~~The Operations Clerk shall work from 7:30 a.m. to 4:00 p.m. with a half hour for lunch starting the first Monday in January and from 7:00 a.m. to 3:30 p.m. with a half hour for lunch starting the first Monday in April.~~ Included will be one 15 minute break to be taken in the morning and one 15 minute break in the afternoon, except as above, provided suitable arrangements can be made to cover the workload.

~~Normal working hours for Tay will be 9:00 a.m. to 4:30 p.m. Monday to Friday with half hour for lunch.~~

Item 12 – Vacations

1 year -	10 days 15 days	19 years — 26 days	18 years - 26 days
2 years -	11 days 15 days	20 years — 27 days	19 years - 27 days
3 years -	15 days	22 years — 28 days	20 years - 28 days
5 years -	16 days	24 years — 29 days	22 years - 29 days
6 years -	17 days	25 years — 30 days	24 years - 30 days
8 years -	18 days	26 years — 30 days	25 years - 31 days
9 years -	20 days	27 years — 31 days	26 years - 31 days

11 years -	21 days	28 years	32 days	<u>27 years -</u>	<u>32 days</u>
13 years -	22 days	29 years	33 days	<u>28 years -</u>	<u>33 days</u>
15 years -	23 days	30 years	34 days	<u>29 years -</u>	<u>34 days</u>
17 years	24 days			<u>30 years -</u>	<u>34 days</u>

Item 14 – Hospital and Medical Plans

- f) The Company will pay 100% of the Mearie Vision Care Plan premiums providing a maximum benefit of ~~\$400.00~~ **\$500.00** every two years.

NEW

- **Effective 30 days after ratification, employees will be reimbursed for massages provided by a Registered Massage Therapist only and a physician's prescription must be submitted to the carrier with the initial claim.**

Item 18 – Rates of Pay – Office

Effective April 1, 2010 general wage increase of 3%

Effective April 1, 2011 general wage increase of 3%

Effective April 1, 2012 general wage increase of 3%

Addenda

Letter of Agreement #1 – Job Security

Update to reflect term of new Agreement (2010 to 2012)

NEW

Letter of Agreement – Hours of Work – Operations Clerk

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2. COVERAGE AND PURPOSE

The Agreement shall apply to all permanent Office Employees of Newmarket-Tay Power Distribution Ltd. with the exception of the Management Group.

The purpose of this Agreement is to set forth the wage rates, other conditions of work and an amicable method of settling any difference which may arise between the parties.

3. COMPANY'S AND EMPLOYEES' RESPONSIBILITIES

It is recognized that the Company is responsible for supplying vital service to the citizens within the service areas of Newmarket-Tay Power Distribution Ltd. and that the Employees must be prepared at all hours of the day and night to assist in the continuous maintenance of this service. In view of this mutual responsibility; it is necessary that any differences regarding the interpretation of this Agreement be settled in an orderly manner.

4. ADJUSTMENT OF DIFFERENCES

- a) Any employee who feels he/she has been unjustly treated may present his/her complaint verbally to his/her Supervisor within two weeks of the claimed unjust treatment. If satisfaction is not obtained within three days, the employee may, within two additional days, request a meeting with an Officer of the Company and/or the President. If the employee wishes, a member of the Office Employees Relations Committee may accompany them at either or both meetings.
- b) If satisfaction is still not obtained within a further five days of the employee's request for a meeting with the President, the employee may submit their complaint for consideration at the next meeting of the Board of Directors. If the employee wishes, not more than two members of the Office Employees Relations Committee may accompany them at the Board meeting.

5. EMPLOYEE RELATIONS COMMITTEES

The Office Employees shall elect a Chairperson and two others to serve as an Office Employees Relations Committee from the Newmarket location and Tay will elect one member to represent the Tay location. This Committee is authorized to meet with an Officer and a Manager of the Company to discuss terms and conditions of employment at the renewal date of this Agreement and may represent employees in the presentation of complaints and in any other matters arising from the interpretation and application of this Agreement

6. WORKING HOURS

Normal working hours for Newmarket and Tay will be from 8:30 a.m. to 4:00 p.m. Monday to Thursday with half hour for lunch. Friday will include a 45 minute lunch, but the 15 minute afternoon break will be eliminated. Included will be one 15 minute break to be taken in the morning and one 15 minute break in the afternoon, except as above, provided suitable arrangements can be made to cover the workload.

7. RELIEF PAY AND CONDITIONS

- i) Any employee requested by Management to temporarily assume a Supervisory position as outlined in Section 18 (c) will receive one half of the difference between the employee's pay rate and the Supervisor's pay rate. An Employee requested to assume a Managerial position will receive a ten percent (10%) above their regular rate of pay provided the position is assumed for a minimum of one-half day. If the position is assumed for more than one half day but less than a full day, the employee will receive the difference for a full day.
- ii) If an employee relieves in a higher paid job classification (excluding Management and Supervisory positions) they will receive an additional 4% relief pay.

8. OVERTIME

- a) All overtime will be paid at double time.
- b) Full time employees to be asked to work overtime for normal utility work before part time and part time/full time employees.

9. OVERTIME BANK

Employees will be allowed to accumulate one hour paid leave in lieu of premium pay for every hour of paid overtime worked up to a maximum of five (5) days in a calendar year. It shall be scheduled under the same provisions as vacation and shall not be carried over the calendar year end.

10. MEAL ALLOWANCE

- a) An employee who works any part of his/her normal meal time will be given a meal allowance of \$10.00 as set out below:

Breakfast (6:30 a.m. to 7:30 a.m.)
Lunch (12:00 noon to 12:30 p.m.)
Supper (18:00 p.m. to 19:00 p.m.)

OR: A hot meal provided by the Company

- b) A meal allowance will be paid for every four (4) hours worked after the hours of 19:00 to 6:30 hours.

11. STATUTORY HOLIDAYS WITH PAY

- | | |
|-------------------|----------------------|
| a) New Year's Day | h) Labour Day |
| b) Family Day* | i) Thanksgiving Day |
| c) Good Friday | j) Remembrance Day** |
| d) Easter Monday | k) Christmas Day |
| e) Victoria Day | l) Boxing Day |
| f) Canada Day | m) Floater Holiday |
| g) Civic Holiday | |

*Effective the third Monday in February 2008

**Remembrance Day is to be taken as a floater holiday, the date subject to approval by management. If a holiday falls on a Saturday or Sunday, the holiday will be observed on the immediate following Monday. If December 25th and December 26th falls on a Saturday and Sunday, the first two normal working days after Christmas Day will be allowed.

12. VACATIONS

Vacation year to be from January 1 to December 31, with the ability for an employee to carry over five (5) vacation days to the end of June in the following year. Additional carry-over is subject to Management approval. All vacations to be approved by Management.

In the first year of employment, an employee will be entitled to 1/12 of 10 days vacation for every full month worked to the end of the calendar year or 4% of their earnings, whichever is greater. Vacation days will be granted up to the maximum entitlement for the first year upon completion of one month's service.

When an employee terminates their service, their vacation entitlement will be 1/12 of their vacation entitlement for that year for every full month worked or 4% of earnings, whichever is greater. Debit or credit amounts for net of vacation taken and vacation entitlement will be reconciled in the employee's final pay.

Vacation to be granted using Newmarket-Tay Power Distribution Ltd. starting date as the ruling factor. Beyond this, vacation to be granted on a "first come, first served" basis.

The following vacation schedule is based on years of service:

1 year -	15 days	18 years -	26 days
2 years -	15 days	19 years -	27 days
3 years -	15 days	20 years -	28 days
5 years -	16 days	22 years -	29 days
6 years -	17 days	24 years -	30 days
8 years -	18 days	25 years -	31 days
9 years -	20 days	27 years -	32 days
11 years -	21 days	28 years -	33 days
13 years -	22 days	29 years -	34 days
15 years -	23 days	30 years -	34 days
17 years -	25 days		

Where an employee is absent from work due to leave for a period of four (4) consecutive months or more during a calendar year, the employee's vacation credits will be prorated based on time worked.

When an employee dies or terminates his/her employment he/she or his/her estate shall be credited with value of vacation credits owing him/her in accordance with the terms of this Agreement.

13. **SHORT TERM DISABILITY PLAN**

Terms and conditions of this Plan are as follows:

- a) Short Term Disability means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, confined or disabled because of an accident. An employee will not receive sick pay for an absence due to injury sustained while in the employ of someone other than Newmarket-Tay Power Distribution Ltd.
- b) Any Employee forced to be absent through illness shall notify their Supervisor or immediate Manager promptly on the first morning he/she is taken ill.
- c) Each employee will be provided with a Sick Leave Bank as follows:

Years of Service	@ 100% of Salary
Less than 3 months	Nil
3 months to 1 year	50 Working Days
1 year but less than 2 years	55 Working Days
2 years but less than 3 years	60 Working Days
3 years but less than 4 years	67.5 Working Days
4 years or more	85 Working Days (119 Calendar Days)

Each January 1st the Sick Leave Bank will be returned to the appropriate number of days based on years of service provided the employee is actively at work.

- d) After the fifth (5th) absence period, compensation is to be approved at the discretion of the C.F.O. for all subsequent absences.

This procedure will continue for the remainder of the employee's year of service (January 1 to December 31). If it is necessary for an employee to leave because of illness during the work day, this will not be counted as an occurrence.

- e) After three (3) consecutive days absence or any absence on the day before or the day after a vacation of one week or more, an employee will be required to produce a certificate covering prognosis signed by a qualified health care professional for any illness. In case of serious illness, progress reports from the doctor will be required. Employees will be reimbursed for out of pocket costs of any such certificate. A qualified health care professional will be a medical physician, a chiropractor, a physiotherapist or an extended class registered nurse that has been treating the condition.
- f) If an employee is injured while in the employ of the Company and is entitled to payment from the Workers' Safety Insurance Board for time lost due to the accident, he/she shall continue to receive his/her full wages, less legal and authorized deductions, subject to the following:
 - i) He/she shall assign his/her Workers' Safety Insurance Board entitlement to the Company.
 - ii) One day will be deducted from his/her Sick Leave Bank for each four days that he/she is off work and eligible to receive payments from the Workers' Safety Insurance Board.
 - iii) In the event that the employee has no sick leave credits, he/she will receive only his/her entitlement from the Workers' Safety Insurance Board and the Company will not continue to pay him/her at his/her normal rate.
- (g) The Accounting/Payroll Manager will maintain records of each employee's Sick Leave Bank.

14. HOSPITAL AND MEDICAL PLANS

- a) The Company will pay 100% of the Employers Health Tax premiums as required to provide hospitalization coverage.
- b) The Company will pay 100% of MEARIE Extended Health Care Plan premiums and provide a Direct Pay Drug Card.
- c) The Company will pay 100% of the premiums of a Long Term Disability Plan approved by the Company (75% of wages up to \$4000 monthly).
- d) The Company agrees to pay all premiums as outlined in the agreement for 30 consecutive months (e.g. Employer's Health Tax, etc.) while the employee is on Long Term Disability or Workers' Safety Insurance Board.
- e) The Company will pay 100% of the premiums for the MEARIE Group Dental Plan E based on current ODA fee schedule and orthodontic services lifetime maximum of \$2,500.00.
- f) The Company will pay 100% of the MEARIE Vision Care Plan premiums providing a maximum benefit of \$500.00 every two years.
- g) The Company will top up Maternity Benefits to 75% of employees wages up to 15 weeks.
- h) Employees hired after date of ratification, October 16, 2007 will not be entitled to Retiree Life Insurance but will have the option of purchasing same at no cost to the employer.

15. RETIREMENT

Normal retirement age is 65 years. If employee takes early retirement under the OMERS early retirement criteria, the premiums for Extended Health Care, Vision Care and Dental Plan will continue to be paid by the Company with the following conditions:

- a) Retiree has minimum 15 years service with Newmarket-Tay Power Distribution Ltd.
- b) Premiums will be paid for a maximum of 10 years following retirement up to age 65.

Further service to be mutually agreed to by the Board and the employee.

16. **BEREAVEMENT LEAVE**

- a) In the event of death in an employee's immediate family (wife, husband, mother, father, son, daughter, brother, sister or grandchild) five days absence with pay shall be granted.
- b) In the event of the death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, step-mother, step-father, step-son, or step-daughter, four days absence with pay shall be granted.
- c) In the event of the loss of a niece, nephew, aunt, uncle, grandparents, stepbrother, stepsister, sister-in-law or brother-in-law, the employee shall be granted one days absence with pay.
- d) If traveling time is required, time granted with pay shall be up to the discretion of Management.

17. **MOVING DAY**

Employees will be granted one (1) moving day every 10 years to a maximum of two moving days per lifetime.

18. **RATES OF PAY – OFFICE**

	April 1/10	April 1/11	April 1/12	Progression
a) Cashier/Collections Clerk	\$ 24.23	\$ 24.96	\$ 25.71	42 months
	\$ 23.28	\$ 23.98	\$ 24.70	30 months
	\$ 22.42	\$ 23.09	\$ 23.78	18 months
	\$ 21.54	\$ 22.19	\$ 22.86	6 months
	\$ 20.70	\$ 21.32	\$ 21.96	Start
b) Accounting Clerk Billing Clerk Customer Service Clerk Operations Clerk Senior Collections Clerk IT Clerk	\$ 27.07	\$ 27.88	\$ 28.72	42 months
	\$ 26.03	\$ 26.81	\$ 27.61	30 months
	\$ 25.04	\$ 25.79	\$ 26.56	18 months
	\$ 24.10	\$ 24.82	\$ 25.56	6 months
	\$ 23.19	\$ 23.89	\$ 24.61	Start
c) Senior Billing Clerk Senior Customer Service Clerk	\$ 30.17	\$ 31.08	\$ 32.01	42 months
	\$ 28.71	\$ 29.57	\$ 30.46	30 months
	\$ 27.59	\$ 28.42	\$ 29.27	18 months
	\$ 26.54	\$ 27.34	\$ 28.16	6 months
	\$ 25.53	\$ 26.30	\$ 27.09	Start

	April 1/10	April 1/11	April 1/12
d) *Billing Supervisor	\$ 36.95	\$ 38.06	\$ 39.20
*Customer Service Supervisor			

*The rates and positions in section d) apply only to the incumbents and will no longer exist after their retirement.

All of the above salaries are per hour.

Salary progressions are not automatic; the employee must have demonstrated his/her ability to have increased his/her knowledge and efficiency in his/her position and be ready to assume more duties and responsibilities. Salary progressions to be considered based on salary schedule and original employment date.

The above starting salaries may be adjusted for previous experience.

Any positions that become vacant or newly created within the bargaining groups of Newmarket-Tay Power Distribution Ltd. shall be widely distributed including posting on the bulletin boards. The posting shall include the rate of pay and remain posted for a period of five (5) working days to give present permanent employees an opportunity to apply for the position before any interviews are conducted.

Effective April 1, 2003, any existing positions being occupied by a contract person for two (2) consecutive years will become a permanent full time position and will be open for any permanent full time staff to apply for the position. Priority for consideration in all appointments shall be given to the candidate having the best qualifications and ability to perform the job as outlined in Section 23 (b).

19. **VALID DRIVER'S LICENCE**

Any employee required to drive Company vehicles will notify Management if their driver's licence is suspended.

20. **PROBATIONARY PERIOD**

- a) The new employee will serve a six (6) month probationary period. If his/her services are satisfactory after this period, he/she will be appointed to the permanent staff; otherwise his/her employment will be terminated.
- b) A new employee will not normally be eligible for any fringe benefits during the probationary period except that sick day credits and vacation entitlement will accrue from the employment date.

21. **LAY OFFS**

In the event of a lay-off, Management agrees that employees shall be laid off in the reverse order of their seniority, by department, provided Management, in its opinion, can retain a work force qualified to perform the work remaining. Employees shall be recalled in the order of their seniority provided they are qualified, capable and have the ability to do the work available.

It shall be the responsibility of the employee to keep Management informed, in writing of change in his or her postal address.

It is understood that in exercising his/her accrued rights in accordance with the above, advancement to a job, which carried a higher rate of pay, is not permitted.

22. **AMALGAMATION/SALE**

In the event of an amalgamation or sale of Newmarket-Tay Power Distribution Ltd., the Company will pay the full cost of legal representation, for the Office Employees, for a reasonable period during which the conditions of amalgamation or sale are being established. The Company will also retain the assistance of an outplacement firm for future employment, for the Office Employees, to cover the severance period with no elimination of severance package.

Employees terminated without cause shall be granted a severance package of no less than:

1 to 10 years service - three (3) weeks pay for every year worked and 6 months continuous premium coverage under the Newmarket-Tay Power Distribution Ltd. Benefits Plan.

10 years and beyond - four (4) weeks pay for every year worked and continuous premium coverage under the Newmarket-Tay Power Distribution Ltd. Benefit Plan for one and one/half (1½) years.

For the purpose of this clause only, recognition will be given to existing staff for previous part-time and contract time with Newmarket-Tay Power Distribution Ltd.

23. **SENIORITY**

- a) Any positions that become vacant or newly created within the bargaining groups of Newmarket-Tay Power Distribution Ltd. shall be widely distributed including posting on the bulletin boards. The posting shall include the rate of pay and remain posted for a period of five (5) working days to give present

permanent employees an opportunity to apply for this position before any interviews are conducted.

- b) In all appointments/promotions, Management shall give preference to the employee having the best qualifications and ability to perform the job. In the event that qualifications and ability to perform the job are equal, Newmarket-Tay Power Distribution Ltd. service shall govern.
- c) Where a surplus occurs, the employee affected shall have the right to replace an employee with less Newmarket-Tay Power Distribution Ltd. Employee Association service within the same or lower pay classification within their respective division, provided the said employee can perform the work within six (6) months of attempting the new position.
- d) In the event of an increase in work at a later date, the policy shall be that the last employee laid-off shall be the first rehired, providing he/she is qualified and capable of performing the work available.

24. **JURY DUTY**

The Company will pay an employee who is required to serve on a jury or as a court witness in the Province of Ontario, the difference between his/her normal basic rate of pay and the amount of compensation received for loss of normal wages for such service.

25. **THE OFFICE EMPLOYEES OF NEWMARKET-TAY POWER DISTRIBUTION LTD.** request that the Company give at least one week's notice prior to the Agreement meeting.

26. **DURATION**

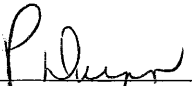
This Agreement shall remain in effect from April 1, 2010 until March 31, 2013 inclusive and from year to year thereafter unless either party gives written notice at least one month in advance of the termination of the Agreement of its desire to terminate or amend this Agreement.

Both parties to this Agreement will use their best efforts to ensure it survives for the full term as stated above.

27. **GENERAL**

The Employer agrees that no work shall be let out to any person or firm at the expense of the Employees being laid off.

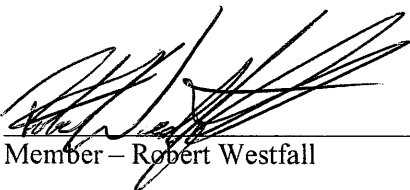
Office Employees Committee



Chairperson – Pauline Dunn



Member – Heidi Trudeau

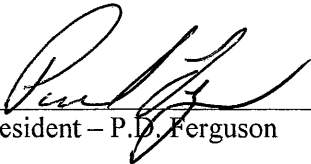


Member – Robert Westfall




Member – Heidi Beckett

Newmarket – Tay Power Distribution Ltd.



President – P.D. Ferguson



C.F.O. – Iain Clinton