

COLLECTIVE AGREEMENT

BETWEEN: Newmarket-Tay Power Distribution Ltd.
 (Hereinafter referred to as 'The Employer')

And: The Power Workers' Union (CUPE Local 1000 - C.L.C.)
 (Hereinafter referred to as 'The Union')

Effective: April 1, 2010 to March 31, 2013

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Article 1 – Purpose

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between Newmarket-Tay Power Distribution Ltd. ('The Employer') and its employees ('The Employees') who are represented by the Power Workers' Union, Canadian Union of Public Employees Local 1000 – C.L.C. ('The Union') and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all PWU represented Employees who are subject to the provisions of this agreement. The Parties recognize a duty to act in good faith.
- 1.02 It is recognized that The Employer is responsible for supplying vital service to its customers 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 interpretations of this agreement be settled in an orderly manner.
- 1.03 The Parties have entered into this Partnership as a means of achieving harmonious and mutually supportive business relationships which will keep The Employer in a strong, competitive market position so that Customers are supplied with services of the highest possible quality at competitive prices and The Employees will be appropriately compensated and provided a safe work place and fair treatment.
- 1.04 Whenever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context of the Agreement so requires.

Article 2 – Recognition

- 2.01 The Employer hereby recognizes The Power Workers' Union (CUPE Local 1000 - C.L.C.) as the sole collective bargaining agent for all The Employees of Newmarket-Tay Power Distribution Ltd. (including Powerline Technician Co-Op Students), save and except those persons above the rank of working supervisor, office and clerical Employees, students, temporary and part time Employees.
- 2.02 The Employer agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by The Employer, or by any of its representatives with respect to any Union member because of membership in, or connection with The Union and the membership of The Union will not be discouraged.
- 2.03 When The Employer schedules a disciplinary meeting, The Employer will notify a local Union representative who will attend the meeting if requested by The Employee.

Article 3 – Union Dues

- 3.01 Every Employee in the bargaining unit shall, as a condition of employment, become and remain a member of the Power Workers' Union and pay any monthly dues levied in

accordance with the PWU Constitution and/or By-Laws and owing by The Employee to The Union's Financial Officer.

- 3.02 The Employer agrees to deduct regular Union dues from the wages of The Employees. The current weekly dues will be deducted in equal amounts from each pay received in the calendar month and shall be remitted to the Financial Officer of The Union not later than the 15th day following the deductions, accompanied by a list of the names of all The Employees from whose wages the deductions have been made, showing any deletions or additions.
- 3.03 In consideration of this deduction and forwarding service by The Employer, The Union agrees to indemnify and save The Employer harmless against any claim or liability arising out of, or resulting from, the collection and forwarding of these dues.

Article 4 – Employer Rights

- 4.01 The Union recognizes and acknowledges that the management of The Employer's operations, facilities and the direction of the working forces are fixed exclusively with The Employer, except where such rights have been restricted by the specific terms of this Agreement, and without limiting the generality of the following, The Employer shall have the right to:
1. Maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time rules and regulations to be observed by its Employees.
 2. Select, hire, direct, transfer, assign to shifts, promote, train, evaluate performance, demote, classify, layoff, recall, discipline, suspend and to discharge any Employee for just cause.
 3. Determine the nature of operations, and their expansion or their curtailment, the direction of the working forces, schedules of operations; the nature of tools and equipment; the number of Employees needed by The Employer at any time and to determine whether and to what extent any work shall be performed by The Employees.
 4. Require medical examinations for health and safety reasons, to support a benefit or safety claim under the agreement or pursuant to insurance policies maintained by The Employer.

Article 5 – Employee Categories

- 5.01 Probationary Employees are persons hired on a trial basis to determine their suitability for continuing employment as a regular Employee. The probationary period will not exceed three (3) calendar months unless the Parties agree to an extension of not more than an additional three (3) calendar months.

Probationary Employees will not be eligible for any benefits except that sick leave credits and vacation entitlement will accrue from the most recent date of hire, nor shall they be entitled to any rights and privileges accruing to Regular Employees unless otherwise indicated in a specific clause, nor shall they have recourse to the grievance/arbitration procedure including the right to grieve a discharge. A probationary Employee retained past the probationary period shall have their Employee Service credited back to the most recent date of hire.

5.02 Regular Employees are those who have successfully completed a probationary period to the satisfaction of The Employer and thus will have regular status. Where the word 'Employee' is used through this agreement it shall mean 'Regular Employee' unless specifically stated otherwise.

5.03 Temporary employees are persons hired for periods of limited duration without the intent of continuous employment. Temporary employees are not members of the bargaining unit. Temporary employees are hired for a period of up to six (6) consecutive months. Temporary employees hired to replace Employees on maternity/paternal leave can be employed for up to twelve (12) months. An extension may be granted with the consent of The Union. Temporary employees shall not accumulate Employee Service credit nor shall they be entitled to any of the benefits, rights or privileges accruing to Regular Employees, nor shall they have recourse to the Grievance/Arbitration Procedure. If the temporary assignment exceeds a duration of twelve (12) consecutive months a regular position will be posted. Such posting does not apply in the cases of L.T.D., Sick Leave, Maternity/Adoption and Parental leaves. The Employer will notify The Union in writing of the following:

- a) The reason for the temporary position.
- b) The general nature of the major duties to be performed.
- c) The expected duration.

5.04 Powerline Technician Co-op Student:

- a) Powerline Technician Co-op Students will be paid as per the Collective Agreement, Schedule A, Outside Employees, Apprentice under the Lines Department.
- b) Powerline Technician Co-Op Students will not be eligible for any benefits, nor shall they be entitled to any rights and privileges accruing to Regular Employees unless otherwise indicated in a specific clause or in legislation, nor shall they have recourse to the grievance/arbitration procedure including the right to grieve a discharge.
- c) Powerline Technician Co-op Students that have worked for The Employer for over three (3) months and are hired within thirty (30) days as a Regular Employee will:
 - i) not have to serve a probationary period; and

- ii) have these hours worked as a Powerline Technician Co-op Student with The Employer and recognized by their College towards their apprenticeship program, credited towards their Employee Service.

Article 6 – Grievance/Arbitration Procedure

- 6.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an Employee and The Employer with respect to the application, interpretation, or administration of this Agreement shall be adjusted as quickly as possible.
- 6.02 It is generally understood that an Employee has no complaint or grievance until The Employee, either directly or through The Union, has first given The Employee's immediate supervisor an opportunity to adjust the complaint.
- 6.03 If, after registering the complaint with the Supervisor and such complaint is not settled within three (3) regular working days, or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked.

Step One

The grieved Employee and Steward shall submit the grievance in writing to the Supervisor within five (5) working days of the circumstances given rise to the grievance. The grievance shall clearly state the issue, the Article of this agreement which is alleged to have been violated and the remedy sought. The Supervisor shall meet with The Employee and his Union Steward within five (5) working days of the receipt of the grievance in an attempt to resolve the grievance. The Supervisor shall, within a further five (5) working days, answer the grievance in writing and return it to The Employee.

Step Two

If no settlement is reached at Step One, the grievor and Steward may within three (3) working days of receipt of the reply submit the grievance to Senior Management of The Employer who shall then meet with the grievor and a maximum of two (2) Union representatives and respond in writing within ten (10) working days. If the grievance is not settled, and either party wishes to pursue arbitration, the matter must be referred to Arbitration within fifteen (15) working days.

- 6.04 Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees has a grievance or where the grievance involves a discharge of an individual Employee, the Grievance Procedure shall be invoked at Step 2. The Parties agree that the provision of 6.04 may not be used to institute a grievance directly affecting an individual Employee who could himself institute the same at Step 1.
- 6.05 Time limits specified in the Grievance Procedure may be extended only by mutual agreement in writing between The Employer and The Union.

- 6.06 Notwithstanding the above, the Parties, with mutual agreement, may attempt to settle a grievance through the services of a mediator or other agreeable third party facilitator. The Parties shall jointly bear the expense of the Mediator or other agreed upon third party. Either party may refer the grievance to arbitration at any time.
- 6.07 Where a difference arises between the Parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference to Arbitration. A notice shall be delivered to the other party within ten (10) working days of the reply under Step 2 and the notice shall state the matter sought to be arbitrated and the name of their nominee. The second party shall, within ten (10) days of receipt of notice, notify the first party in writing of the name of their nominee. The two (2) shall within ten (10) days of the appointment of the second of them appoint a third person who shall be the chairperson.
- 6.08 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expenses with respect to any arbitration proceedings. Both Parties agree to pay one half of the remuneration expenses of the chairperson.
- 6.09 The Employer shall be notified the day prior to the absence of any Employee required to be a witness at an arbitration hearing. All Union witnesses employed by The Employer shall be granted a leave of absence without pay to attend the arbitration hearing and The Union will bear all expenses incurred.
- 6.10 An Arbitration Board or an Arbitrator shall not have the power to add to or subtract from or change the provisions of this collective agreement or to deal with any matter not contained in the original statement of grievance or not covered by this agreement.
- 6.11 It is understood that from time to time, there will be matters of a labour relation's nature that require immediate attention. In such cases, the steward(s) will have access to the members for the purpose of dealing with such matters at a time mutually agreed with Senior Management or his delegate.

Article 7 – No Strikes or Lockouts

- 7.01 The Employer agrees that it shall not cause or direct any lockouts of its Employees for the duration of this Agreement, and The Union agrees that there will be no strikes for the duration of this Agreement.
- 7.02 The definitions of the terms 'strike' and 'lockout' in Article 7.01 shall be in accordance with the Ontario Labour Relations Act.
- 7.03 Employees will not involve The Employer with any dispute or strike involving outside Parties and The Union and The Employees agree to make every effort to perform their duties in the event of a secondary picketing.

Article 8 – Employee Service

- 8.01 Employee Service shall be defined as the length of continuous service a regular Employee has established with The Employer, and shall accrue in all cases from the date The Employee last entered the employ of The Employer.
- 8.02 An Employee shall lose Employee Service and The Employee's name shall be removed from the records and employment with The Employer shall cease if The Employee:
- a) Voluntarily leaves the employ of The Employer;
 - b) Is discharged and not reinstated through the grievance procedure;
 - c) Retires;
 - d) Is laid off for a period exceeding twelve (12) consecutive calendar months;
 - e) Has been laid off and fails to return within ten (10) working days after he has been notified to do so by The Employer through registered mail addressed to the last address on record with The Employer;
Note: It is The Employee's responsibility at all times to keep the Parties informed of his correct home address and telephone number.
 - f) Is absent from work for three (3) consecutive days or more without providing The Employer with a reasonable explanation and documented evidence of unavoidable reasons for not reporting to work if requested by The Employer;
 - g) Is absent from work for any reason for a period of thirty (30) consecutive months.
- 8.03 Employee Service will not increase during each lay-off and each leave of absence without pay of over one (1) month.
- 8.04 An Employee promoted outside of the bargaining unit who does not return to the bargaining unit within twelve (12) months of the date of the promotion will lose Employee Service credit for the purpose of layoff and recall only. If The Employee returns on/or before twelve (12) months their service credit in the bargaining unit will continue to accrue from the date of the promotion.
- 8.05 The Employer shall maintain an up-to-date Employee Service List showing the most recent date of hire of each Employee and their classification. This list shall be posted in January of each year. Where two or more Employees have the same date of hire within the bargaining unit, the Employee whose surname appears first alphabetically shall have more Employee Service.

Article 9 – Hours of Work and Overtime

9.01 Hours of Work

Normal working hours are from 7:30 am to 4:00 p.m. with one half (1/2) hour for lunch between 12:00 noon and 12:30 p.m. Monday through Friday except holidays. The Employer will provide two (2) working days notice prior to planned overtime where possible. The foregoing is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. Inside work shall be provided for those Employees who usually work outside during wet, stormy and extremely cold weather. The decision as to when such weather conditions exists rest with Management.

9.02 Stand-by

Standby will be paid at the following rate per day 7 days per week:

April 1, 2010 - \$28.59

April 1, 2011 - \$29.45

April 1, 2012 - \$30.33

- i) The above rates for standby will be doubled for each statutory holiday.
- ii) Number of Employees to be determined by The Employer.
- iii) The Employer will supply The Employee with an on call communications device such as a cell phone. In general a person will be on call for a week at a time.
- iv) Serviceperson to be on call Monday to Friday for re-connections as requested by The Employer will be supplied with an on call communications device such as a cell phone and a vehicle.
- v) The Employer will supply company vehicles for Employee's on-call if The Employees wish to drive one.
- vi) The Employer will pay an Employee a maximum of twenty (20) minutes traveling time for each call-out while on standby duty.

9.03 Relief Pay and Conditions

- i) If the General Foreperson is absent, and a requirement for relief exists, a Line Trades Foreperson or a Line Trades Supervisor shall be appointed and will receive a rate of 110% above the Employee's current rate of pay.
- ii) If a Line Trades Foreperson is absent or acting in relief of the General Foreperson and a requirement for relief exists at the Line Trades Supervisor's level, then a Journeyman/Lineperson shall be appointed to a

Line Trades Supervisor and receive Line Trades Supervisor's present rate of pay.

- iii) If a Line Trades Foreperson is absent or acting in relief of the General Foreperson and a requirement for relief exists at the Line Trades Foreperson's level, then a Line Trades Supervisor or a Journeyman/Lineperson shall be appointed to a Line Trades Foreperson and receive Line Trades Foreperson's present rate of pay.
- iv) If a Line Trades Supervisor is absent or acting in relief of the Line Trades Foreperson and a requirement for relief exists, then a Journeyman/Lineperson shall be appointed and receive Line Trades Supervisor's present rate of pay.
- v) When assigned by Management to relieve the Warehouse Administrator, the Stockkeeper will be paid at a rate of 4% above the Stockkeeper's current rate of pay.

9.04 Overtime

- i) The Union recognizes that it may be necessary for The Employees to perform work beyond and in addition to the normal scheduled hours.
- ii) All overtime will be paid at double time.
- iii) Employees on standby will be paid a minimum of two (2) hours on each call-out unless overtime hours are a continuation of normal work hours.
- iv) Regular Employees to be asked to work overtime for normal utility work before part time and part time/full time Employees.
- v) Any more than four (4) hours worked past 2300 hours (11:00 p.m.) The Employees involved will be granted a rest period with pay of four and one half (4½) hours. The rest period will be taken, based on mutual agreement between the Employee and their supervisor, either at the beginning or before the end of that days shift.
- vi) Employees on Standby who receive one or more calls between 2300 hours (11:00 pm) and 0600 hours (6:00 am) that do not require a call out will receive one hour of pay, if they are not otherwise called out within one hour of the call.

Article 10 – Overtime Bank

- 10.01 The Employees will be allowed to accumulate one (1) hour paid leave in lieu of overtime pay for every hour of paid overtime worked up to a maximum of ten (10) 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 but paid out if not taken or scheduled by the last full pay period of the year.

- 10.02 The Employer may grant a day off without pay between December 1 and December 31 for a lieu day that has been paid out under Article 10.01.

Article 11 – Statutory & Recognized Holidays

- | | |
|-------------------------|--------------------------|
| 11.01 a) New Year's Day | g) Civic Holiday |
| b) Family Day | h) Labour Day |
| c) Good Friday | i) Thanksgiving Day |
| d) Easter Monday | j) Christmas Day |
| e) Victoria Day | k) Boxing Day |
| f) Canada Day | l) (2) Floating Holidays |

- 11.02 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.

- 11.03 If a recognized holiday falls within an Employee's vacation period, the day will be paid as a recognized holiday with the vacation day to be taken at a time mutually agreed to by The Employee and The Employer.

Article 12 – Vacation

- 12.01 Vacation year to be from January 1 to December 31, with the ability for an Employee to carry over five (5) vacation days to July 5 in the following year. Additional carry-over is subject to Management approval. All vacations to be approved by Management.
- 12.02 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.
- 12.03 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. Debt or credit amounts for net of vacation taken and vacation entitlement will be reconciled in The Employee's final pay.
- 12.04 Vacation to be granted using most recent date of hire as the ruling factor. Beyond this, vacation to be granted on a "first come, first served" basis.

12.05 The following schedule is based on years of service:

After 1 year - 10 days	After 14 years - 22 days
After 2 years - 11 days	After 15 years - 23 days
After 3 years - 15 days	After 16 years - 23 days
After 4 years - 15 days	After 17 years - 24 days
After 5 years - 16 days	After 18 years - 25 days (effective January 1, 2011)
After 6 years - 17 days	After 19 years - 26 days
After 7 years - 17 days	After 20 years - 26 days
After 8 years - 18 days	After 23 years - 27 days
After 9 years - 20 days	After 26 years - 28 days
After 10 years - 20 days	After 27 years - 29 days
After 11 years - 21 days	After 28 years - 30 days
After 12 years - 21 days	After 29 years - 31 days
After 13 years - 22 days	After 30 years - 32 days

12.06 Where an Employee is absent from work for any reason 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.

12.07 When an Employee dies or terminates his employment he or his estate shall be credited with value of vacation credits owing The Employee in accordance with the terms of the Collective Agreement.

Article 13 – Sick Leave Plan

13.01 The Employer's Sick Leave Plan for Employees was created by The Employer to reduce the financial hardship that bona fide illness or injury can create so far as inability to do The Employer work and consequent loss of normal straight time wages are concerned. It is The Employee's responsibility when physically and mentally capable to perform his assigned duties. Employees are expected to participate in modified work if available with the approval of The Employee's qualified health care professional. The Employer shall counsel Employees with feedback regarding attendance concerns.

13.02 Terms and conditions of Short Term Sick Leave Plan are as follows:

- a) Sick leave means the period of time an Employee is absent from work with pay by virtue of a bona fide illness or injury because of a non-occupational accident that prevents his useful employment. An Employee will not be paid for an absence due to injury sustained while in the employ of someone other than The Employer.
- b) Any Employee forced to be absent through illness shall notify The Employer within fifteen (15) minutes on the first morning he is taken ill. The Employee is to inform The Employer of the expected return date if the absence is to exceed one (1) day.

- c) Each Employee will be provided with Short Term Sick Leave Plan as follows:

<u>Years of Employee Service</u>	<u>@ 100% of Regular Hourly Rate</u>
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 1, each Employee's entitlement to sick leave under the Short Term Sick Leave Plan will be equal to his/her maximum entitlement even if the Employee is not actively at work due to illness or disability, subject to the exceptions below:

- i) under no circumstances shall an Employee ever be entitled to more paid sick leave days in any calendar year than his/her maximum entitlement outlined in the Short Term Sick Leave Plan;
 - ii) under no circumstances shall an Employee ever be paid sick leave under the Short Term Sick Leave Plan for more than 85 consecutive days (or less if that is the Employee's maximum entitlement) regardless of whether the sick leave for such illness or injury commences in one calendar year and continues into the next;
 - iii) any Employee who does not work the first working day in January because he/she has exercised his/her right to take pregnancy leave, parental leave, emergency leave and/or family medical leave under the *Employment Standards Act, 2000* (Ontario) will be deemed to be actively at work on the first working day in January for the purposes of this Article 13.02(c);
- d) After the fifth (5th) absence period, compensation is to be approved at the discretion of Senior Management 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 workday, 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. The Employees will be reimbursed for out of pocket costs of any such certificate.
- f) If an Employee is injured while in the employ of The Employer and is entitled to payment from the Workplace Safety & Insurance Board (WSIB) for time lost due

to the accident, he shall continue to receive his regular hourly rate, less legal and authorized deductions, subject to the following:

- i) he shall assign his WSIB entitlement to The Employer,
 - ii) one day will be deducted from his Short Term Sick Leave for each four (4) days that he is off work and eligible to receive payments from WSIB,
 - iii) in the event that The Employee has no sick leave credits, he will receive only his entitlement from the WSIB and The Employer will not continue to pay The Employee at his present rate of pay;
- g) Records of each Employee's Short Term Sick Leave Plan will be maintained by The Employer.
- h) The Parties agree that The Employer has no responsibility with respect to Long Term Disability Plan beyond payment of premium costs to the plan administrator.
- i) Employees will make every effort to schedule medical and dental appointments outside their normal hours of work. In the event it is not possible to do so, Employees will make every effort to schedule such appointments at the beginning or end of their normal hours of work. Notwithstanding the foregoing, Employees will provide as much notice as possible to their immediate supervisor of the date and time of the appointment, and may use up to two (2) hours paid time to attend to a personal medical or dental appointment. The immediate supervisor will keep a record of such absences, up to a maximum of twelve (12) hours per calendar year. When the total time used by the Employee exceeds two (2) hours in a day or twelve (12) hours in one calendar year, the excess shall be recorded as sick time.

Article 14 – Benefit Plan

- a) The Employer will pay 100% of The Employers Health Tax as required to provide hospitalization coverage.
- b) The Employer will pay 100% of the premium cost of an Extended Health Care Plan.
- c) The Employer will pay one hundred percent (100%) of the premium cost for a Long Term Disability Plan. The Long Term Disability Plan shall be administered by the Insurer. The payment or denial of benefits shall be within the sole discretion of the Insurer.
- d) The Employer will pay one hundred percent (100%) of the premium cost for a Group Dental Plan based on current ODA fee schedule, and orthodontic services lifetime maximum of \$2,500.00.

- e) The Employer will pay one hundred percent (100%) of the premium cost for a Vision Care Plan providing a maximum benefit of \$500.00 every two (2) years.
- f) The Employer agrees to pay all premium costs for thirty (30) consecutive months as outlined in the agreement (e.g., Employers Health Tax, etc) while The Employee is on Long Term Disability or WSIB.
- g) The Employer will top up maternity and parental benefits to seventy-five percent (75%) of The Employee's regular hourly rate for up to 15 weeks.
- h) Every Probationary and Regular Employee will enroll in the OMERS pension plan. Contributions to this plan are split on a fifty-fifty (50/50) basis between The Employer and The Employee.
- i) The Employer agrees to pay one hundred percent (100%) of the premium costs for a basic Group Life Insurance Plan.
- j) Effective thirty 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 along with the initial claim.

NB: The level of benefits in this Article will not be reduced while this Collective Agreement is in effect unless mutually agreed upon by the Parties.

Article 15 – Retirement

15.01 Normal retirement age is 65 years. If an 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 Employer with the following conditions:

- a) Retiree does not take full-time job elsewhere.
- b) Retiree has a minimum 15 years service with The Employer.
- c) Premiums will be paid for a maximum of 10 years following retirement up to age 65.
- d) Employees hired after date of ratification will have the option of purchasing Retiree Life Insurance at no cost to the employer. All other Retiree benefits end at age 65.

Further service to be mutually agreed to by The Employer and The Employee.

Article 16 – Leave of Absence

Bereavement Leave

16.01 In the event of death in The Employee's immediate family (spouse, mother, father, son, daughter, brother, sister or grandchild) five (5) days absence with pay shall be granted.

- 16.02 In the event of death of an Employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, stepmother, stepfather, stepson, or stepdaughter, three (3) days absence with pay shall be granted.
- 16.03 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 (1) day's absence with pay.
- 16.04 If traveling time is required, time granted with pay shall be up to the discretion of The Employer.

Moving Day

- 16.05 The Employees will be granted one (1) paid moving day per lifetime.

Jury Duty

- 16.06 The Employer will pay an Employee who is required to serve on a jury or as a court subpoenaed witness in the Province of Ontario, the difference between his present rate of pay and the amount of compensation received for such service.

Union Leave

- 16.07 The Employer will grant leave up to six (6) aggregate days per calendar year for Union business. The Principal Steward will be granted up to four (4) additional days leave if required. The Union agrees to reimburse The Employer for the cost of present rate of pay and benefits for all time taken. Additional leave may be granted at the sole discretion of The Employer.

Article 17 – Allowances

Meal Allowance

- 17.01 An Employee who works any part of his normal meal time will be given a meal allowance of thirteen dollars and fifty cents (\$13.50), fourteen dollars (\$14.00) effective April 1, 2011 and fifteen dollars (\$15.00) effective April 1, 2012 as set out below:
- a) Breakfast 6:30 a.m. to 7:30 a.m.
 - b) Lunch 12:00 noon to 12:30 p.m.
 - c) Supper 6:00 p.m. to 7:00 p.m.
 - or a hot meal provided by The Employer.
- 17.02 A meal allowance will be paid for every four (4) consecutive hours of overtime worked between the hours of 7:00 p.m. and 6:30 a.m.

Safety Boots

- 17.03 Upon approval of safety boots by Senior Management and approval of the invoice by Senior Management, The Employer will re-imburse each Employee the cost of the boots up to a maximum of \$250.00 per year effective April 1st of each year. The unused amount is not accumulative from year to year as boots must be replaced every year for safety reasons.
- 17.04 Upon approval by Senior Management, safety boots that are damaged on the job will be replaced by The Employer. This charge will not be deducted from The Employee's safety boot allowance.
- 17.05 The Employer will provide safety rubber boots as deemed necessary by Senior Management upon return of old safety rubber boots.

Safety Glasses

- 17.06 Safety glasses and/or safety prescription glasses are to be provided by The Employer at the recommendation of Senior Management up to the maximum cost as per Article 14 (e).

Clothing

- 17.07 The Employer will outfit each Outside Employee such that the following complement of personal protective work-clothing is maintained:
- 5 Longsleeve Shirts and 2 turtleneck shirts (or, for the line crew only, in lieu of 2 turtlenecks, one insulated vest). The line crew must elect between 2 turtleneck shirts and one insulated vest and this election may not subsequently be changed.
 - 5 Pants
 - 1 Lined Bib Overalls
 - 1 Unlined Bib Overalls
 - 1 FR Balaclava
 - 2 winter jackets (choice of : Lined Parka or Bomber Jacket or combination)
 - Any 2 of the following: Hoodie, Sweatshirt, Unlined Lineman's Jacket
 - For line department only: an additional 5 Longsleeve Shirts and 2 Pants

Replacement of any of the above-listed clothing items will be completed in a timely manner through a repair or exchange program. Clothing items will be repaired as deemed necessary by the Employer; clothing items that cannot be repaired will be replaced upon return of old clothing. The style, quality and material of clothing to be to the Employer's standard. Clothing provided prior to 2007 will not be replaced or repaired.

A new Outside Employee is to be provided with work-clothing from the above-listed complement in a timely manner that allows the new Outside Employee to

perform his/her regular work in appropriate seasonal clothing within ten (10) days of hire, and the remainder of the complement by the next October for the winter season, or by April for the summer season, whichever is applicable, if the closest of these months occurs beyond ten (10) days of hire.

- 17.08 The Employer will provide rubber overboots for winter for all schedule 'A' Employees as deemed necessary by Senior Management upon return of old rubber overboots.
- 17.09 The Employer will provide fire retardant rainwear as deemed necessary by Senior Management provided it is a requirement by IHSA or the OHSA Safety Board.
- 17.10 The Employer will supply two (2) shop smocks for unloading equipment and material

Drivers Licence

- 17.11 The Employer shall reimburse The Employees for the cost of a medical examination if required for a valid Class 'A' driver's licence.
- 17.12 Any Employee required to drive The Employer's vehicles will notify The Employer if their driver's licence is suspended or expired.

Article 18 – General

Residency Rule

- 18.01 Any future changes of residency by The Employees must be within a thirty five (35) kilometer distance as measured in a straight line of the corporate limits of The Employee's normal service territory.

Contracting Out

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

Disciplinary Records

- 18.03 All written warnings and disciplinary letters shall not be relied upon or referred to after twenty-four (24) months of the last recorded disciplinary action.

Mid Term Agreements/Letters of Agreement

- 18.04 Mid term agreements and Letters of Agreement may be mutually concluded by the Parties to this contract.

Article 19 – Lay Offs & Recall

- 19.01 In the event of a lay-off, The Employer agrees that Employees shall be laid off in the reverse order of their Employee Service by department, provided The Employer, in its opinion, can retain a work force qualified to perform the work remaining.

- 19.02 Where a surplus occurs, The Employee with the least Employee Service shall be laid-off or shall have the right to replace an Employee with less Employee Service in another department within their respective division, provided The said Employee can perform the work within three (3) months of attempting the new position.
- 19.03 It is understood that in exercising his accrued rights in accordance with the above, advancement to a job which carried a higher rate of pay is not permitted.
- 19.04 The Employees shall be recalled in the order of their Employee Service provided they are qualified, capable and have the ability to do the work available.
- 19.05 Should The Employer merge, amalgamate or combine with another organization The Employer agrees to advise The Union. The representation rights and collective agreement in respect to the new organizations' members and the status quo of the Power Workers' Union (CUPE local 1000 – C.L.C.) members shall be maintained until the final determination is made under the Labour Relations Act of Ontario or any successor organization as to the proper representation of the combined group.

Article 20 – Committees

Health & Safety

- 20.01 The Parties recognize the obligation and responsibility to ensure the establishment and maintenance of safe working conditions and practices and the need to abide by appropriate safety rules and regulations. The Parties agree to maintain the Joint Health & Safety Committee and to abide by the appropriate safety legislation including the requirements of the Occupational Health and Safety Act and any other relevant legislation and The Union shall select their representative from this bargaining unit.

Partnership

- 20.02 The Parties recognize that in order for this partnership arrangement to be successful, on-going communication will be necessary. Therefore, The Parties agree to set up a committee consisting of up to three representatives on behalf of The Employer and up to three representatives from The Employees, who will meet at least every two (2) months, or as mutually agreed. Agenda items will be submitted to The Employer representatives at least five (5) working days prior to the meeting and will include items of mutual interests including but not limited to policies, potential grievances, business operations, etc.; however, the agenda shall not include grievances.

Negotiating

- 20.03 The Employer will pay the present rate of pay for normal daily work hours to a maximum of three (3) Employees up to a maximum of four (4) days per Employee to participate in collective bargaining.

Article 21 – Job Posting & Selection

- 21.01 Job postings shall be posted on the bulletin board, including the rate of pay, for a period of five (5) working days. This will give present full time Employees an opportunity to apply for this position before the new Employee is engaged. All applications must be submitted in writing within five (5) days of posting.
- 21.02 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, Employee Service will govern.

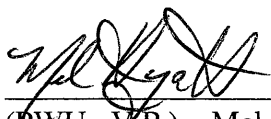
Article 22 – Wage Rates and Progression Schedules

- 22.01 The hourly rates of pay, progression schedules and job classifications covered by this Agreement shall be those shown in Schedule A attached hereto and forming an integral part of this Agreement for payroll purposes only.
- 22.02 To advance a level The Employee must have satisfactorily completed all requirements of the apprenticeship and must in the opinion of The Employer be performing his duties adequately in his existing level.
- 22.03 Employees on progression shall normally be progressed in accordance with Schedule A. However, if any Employee fails to make satisfactory progress, their advancement will be withheld. When progression is withheld, The Employer will give The Employee one (1) month's notice prior to the date that otherwise would have been the progression date and state the reason for withholding the routine progression. After three (3) months their general performance will be reviewed and, if found satisfactory, they shall be granted routine progression. If their progress and general performance are not found to be satisfactory, they may be transferred to another classification, if available, provided the said Employee can perform the work within (6) months of attempting the new position and provided The Employer, in its opinion, can retain a work force qualified to perform the work remaining or The Employee may be dismissed.

Article 23 – Duration

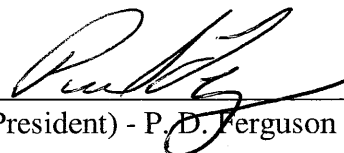
23.01 This Agreement shall remain in effect from April 1, 2010 until March 31, 2013 inclusive and from year to year thereafter unless either party gives written notice at least one month in advance of the termination of the agreement of its desire to terminate or amend this agreement.

POWER WORKERS' UNION



(PWU – V.P.) – Mel Hyatt

NEWMARKET-TAY POWER DISTRIBUTION LTD.



(President) - P. D. Ferguson



(C.F.O.) – Iain Clinton

Schedule 'A' - Outside Employees
Hourly Rates of Pay, Job Classifications and Progression

	<u>April 1/10</u>	<u>April 1/11</u>	<u>April 1/12</u>	<u>Progression</u>
Line Department				
Line Trades Foreperson	\$38.90	\$40.07	\$41.27	
Line Trades Supervisor	\$37.35	\$38.47	\$39.62	
Underground Inspector	\$37.35	\$38.47	\$39.62	
Journeyman (Level A)	\$35.46	\$36.52	\$37.62	54 months
Improver (Level B)	\$31.92	\$32.88	\$33.87	42 months
Apprentice (Level C)	\$28.36	\$29.21	\$30.09	30 months
Apprentice (Level D)	\$24.83	\$25.57	\$26.34	18 months
Apprentice (Level E)	\$21.28	\$21.92	\$22.58	6 months
Apprentice (Level F)	\$17.76	\$18.29	\$18.84	Starting

	<u>April 1/10</u>	<u>April 1/11</u>	<u>April 1/12</u>	<u>Progression</u>
Operations Technicians				
Level 5	\$38.90	\$40.07	\$41.27	48 months
Level 4	\$37.35	\$38.47	\$39.62	36 months
Level 3	\$35.85	\$36.93	\$38.04	24 months
Level 2	\$34.40	\$35.43	\$36.49	12 months
Level 1	\$33.04	\$34.03	\$35.05	Starting

	<u>April 1/10</u>	<u>April 1/11</u>	<u>April 1/12</u>	<u>Progression</u>
Meter Department				
Meter Tech Supervisor	\$37.35	\$38.47	\$39.62	
Meter Tech Journeyman (Level A)	\$35.46	\$36.52	\$37.62	54 months
Improver (Level B)	\$31.92	\$32.88	\$33.87	42 months
Apprentice (Level C)	\$28.36	\$29.21	\$30.09	30 months
Apprentice (Level D)	\$24.83	\$25.57	\$26.34	18 months
Apprentice (Level E)	\$21.28	\$21.92	\$22.58	6 months
Apprentice (Level F)	\$17.76	\$18.29	\$18.84	Starting

	<u>April 1/10</u>	<u>April 1/11</u>	<u>April 1/12</u>	<u>Progression</u>
Serviceperson				
Level A	\$23.28	\$23.98	\$24.70	30 months
Level B	\$22.38	\$23.05	\$23.74	18 months
Level C	\$21.45	\$22.09	\$22.75	6 months
Level D	\$20.61	\$21.23	\$21.87	Starting

	<u>April 1/10</u>	<u>April 1/11</u>	<u>April 1/12</u>	<u>Progression</u>
Warehouse Administrator				
Level A	\$35.46	\$36.52	\$37.62	54 months
Level B	\$31.92	\$32.88	\$33.87	42 months
Level C	\$28.36	\$29.21	\$30.09	30 months
Level D	\$24.83	\$25.57	\$26.34	18 months
Level E	\$21.28	\$21.92	\$22.58	6 months
Level F	\$17.76	\$18.29	\$18.84	Starting

	<u>April 1/10</u>	<u>April 1/11</u>	<u>April 1/12</u>	<u>Progression</u>
Stockkeeper				
Level A	\$25.52	\$26.29	\$27.08	42 months
Level B	\$24.48	\$25.21	\$25.97	30 months
Level C	\$23.50	\$24.21	\$24.94	18 months
Level D	\$22.57	\$23.25	\$23.95	6 months
Level E	\$21.65	\$22.30	\$22.97	Starting

Notes:

1. The Line Trades Supervisors and Line Trades Forepersons will be in charge of a truck and crew and as such, will be 'working supervisor' positions.
2. All but one of the Trades Supervisor positions to be filled regularly. The other Trades Supervisor position may be filled on a rotational basis, and normally in charge of the trouble truck.