

COLLECTIVE AGREEMENT

BETWEEN



**CRU SOLUTIONS INC AND ERIE THAMES POWERLINES CORPORATION
(HEREINAFTER CALLED "THE COMPANY")**

AND

**THE EMPLOYEES OF CRU SOLUTIONS INC AND ERIE THAMES POWERLINES
CORPORATION**

AND

**POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1000 – CLC
(HEREINAFTER CALLED "THE UNION")**

FROM

JANUARY 1, 2009 – DECEMBER 31, 2012

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COLLECTIVE AGREEMENT

This Collective Agreement made in duplicate this 23rd day of October, 2009.

BETWEEN:

CRU SOLUTIONS INC. AND ERIE THAMES POWERLINES
CORPORATION

hereinafter called the "Company"

- and -

THE EMPLOYEES OF CRU SOLUTIONS INC and ERIE THAMES
POWERLINES CORPORATION

- and -

POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1000 - CLC
hereinafter called the "Union"

WITNESSETH that in consideration of the premises and covenants of the Parties hereinafter expressed, the Parties agree as follows:

ARTICLE 1 - RECOGNITION

The Company hereby recognizes the Power Workers' Union – CUPE Local 1000 as the sole collective bargaining agent for all employees of CRU Solutions Inc. and Erie Thames Powerlines Corporation save and except non-working foremen and persons above the rank of non-working foreman and supervisor, sales staff, assistant(s) to the Chief Operating Officer(s), IS Specialist, persons regularly employed for not more than twenty-four (24) hours per week.

ARTICLE 2 – MANAGEMENT RIGHTS

The Union acknowledges and agrees that the Company has the exclusive right to manage its business, direct the working force, to hire, to maintain the efficiency, to promote, to transfer, demote, discharge or otherwise discipline employees, and to make, amend and enforce such rules and regulations as shall from time to time be required, providing such application of these rights is not inconsistent with the terms of this agreement. The Company will not discharge or otherwise discipline employees without just cause.

Note: The parties agree that wherever the masculine gender or singular are used throughout the articles within this agreement, the female gender or plural are an acceptable substitute whenever and wherever the feminine gender or plural is applicable.

ARTICLE 3 – UNION SECURITY AND CHECK-OFF

- 3.01** The Company agrees that, during the lifetime of this agreement, all employees covered by this agreement will be required to become and remain members of the Union. Weekly union dues shall be deducted from each pay and remitted monthly to the Financial Officer of the Union within (ten) 10 calendar days of the final monthly deduction.
- 3.02** In consideration of this deduction and forwarding service by the Company the Union agrees to indemnify and save the Company harmless against any claim or liability arising out of, or resulting from, the collection and forwarding of these dues.
- 3.03** When Management schedules a meeting for the purpose of disciplining an employee, a Union steward will be present at the employee's request. A Union Steward will be informed one (1) working day in advance of any disciplinary meeting to be held with an employee.

- 3.04** The Company further agrees that it will not object in any manner to any employee being or becoming a member of this Union and will not discriminate against any employee because of his membership or proposed membership in said Union. The employees in the Union, collectively or otherwise will not in any way interfere with, or attempt to limit the rights of any officer duly authorized to act for the Company on its behalf.
- 3.05** The Company and the Union agree and recognize their respective responsibilities under the Ontario Human Rights Code, the Employment Standards Act and the Ontario Labour Relations Act. Both parties agree that no employee should be subjected to discrimination or harassment and agree to take such actions as necessary to assure that this purpose is achieved.

ARTICLE 4 - SENIORITY

Seniority is defined as the length of service a regular employee has established with the Company from the most recent date the employee entered the employ of the Company including any temporary service which immediately precedes the probationary period uninterrupted.

An employee shall lose their seniority and their name shall be removed from the records if the employee:

- (a) quits voluntarily;
- (b) is discharged;
- (c) is absent from work for five (5) working days or more unless the employee provides management with documented evidence satisfactory to management of unavoidable reasons for not reporting to work;
- (d) is laid off for a period of twelve (12) calendar months;
- (e) fails to report to work after a lay-off within five (5) working days of recall, notice of which has been mailed to the last address of which the employee has notified the Company;
- (f) retires or attains the age of 65 years;
- (g) is absent from work for any reason for a period of twenty-four (24) consecutive months or more. The employees' situation will be jointly reviewed a minimum of two (2) months prior to the expiry of the twenty-four (24) consecutive months above.

ARTICLE 5 – EMPLOYEE CATEGORIES

5.01 TEMPORARY EMPLOYEES are persons hired for periods of up to six (6) months. Temporary employees shall not accumulate Company seniority or benefits nor shall they have recourse to the grievance procedure. If the temporary position is established due to pregnancy/parental leave/adoption leave, the six (6) month period shall be extended.

If a temporary employee is subsequently awarded a regular position in the Company, the employee shall be credited with Company seniority for the time worked as a temporary employee, after the employee has completed the regular probationary period.

Such temporary assignments can be extended by mutual agreement. Such extensions will not be unreasonably denied.

5.02 PROBATIONARY EMPLOYEES are persons hired on trial to determine their suitability for continuing employment in regular positions. An employee shall be considered probationary for up to one hundred and twenty (120) days of work. If, during this time, the employee is considered as not being satisfactory to Management, the employee may be released. At the end of their probationary period, the employee's date of hiring will be established as their date of employment. During the probationary period, the employee shall not be entitled to any of the rights or privileges accruing to regular employees unless otherwise specified in this agreement, nor shall the employee have recourse to the grievance procedure.

5.03 REGULAR EMPLOYEES are persons who have satisfactorily served a probationary period and who are currently in the employ of the Company.

ARTICLE 6 – NO STRIKE, NO LOCKOUT

There shall be no lockout by the Company and no strike, slowdown, refusal to perform work, picketing or other interference with the operation of the Company's business by the employees during the term of this agreement.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

7.01 For the purposes of this agreement, a dispute, claim or complaint which involves the interpretation or application of this agreement shall be considered a fit matter for grievance and shall be dealt with promptly and as specified below.

7.02 GRIEVANCE PROCEDURE

(a) The parties agree that effective problem solving is at the core of a successful grievance procedure. In support of this the parties agree to the following;

INFORMAL STEP

The employee and the appropriate supervisor must discuss all complaints before they can become part of the formal grievance procedure.

FORMAL GRIEVANCE PROCEDURE - INDIVIDUAL GRIEVANCE

STEP ONE

Failing settlement at the **Informal Step**, the employee/and or Steward or delegate may, within five (5) working days of the Informal Step, submit the grievance in writing to the appropriate Manager/Supervisor or delegate. The Manager/Supervisor shall, within five (5) working days of the receipt of the grievance, at this step, convene a meeting of the Joint Grievance Committee comprised of the Manager/Supervisor or delegate and a duly-formed union committee. The Manager/Supervisor shall give their disposition in writing within five (5) working days of the Joint Grievance Committee meeting.

STEP TWO

Failing settlement at **Step One**, the employee/and or Steward may, within five (5) working days of disposition in Step One, submit the grievance in writing to the Chief Operating Officer or delegate. The Chief Operating Officer shall, within five (5) working days of the receipt of the grievance, at this step, convene a meeting of the Joint Grievance Committee comprised of the Chief Operating Officer or delegate and a duly-formed union committee. The Chief Operating Officer shall give his disposition in writing within five (5) working days of the Joint Grievance Committee meeting.

MEDIATION PROCEDURE

Prior to proceeding to arbitration, either party may request the use of a mediator. The mediator shall be selected from a pool of mediators that have been mutually agreed upon by the parties and listed below. Each party will share equally the expenses and fees of the mediator.

The Parties agree to use the following Arbitrators:

Jules Bloch
Gerald Charney

POLICY GRIEVANCE

Where a grievance involves a question of general application or interpretation or where a group of union employees has a grievance it shall be filed in writing within five (5) days of the grievous act starting at Step Two.

- (b) The Company agrees that there shall be no loss of base wages for time spent by the steward(s) and/or grievor(s) when required to attend grievance meetings.

7.03 ARBITRATION PROCEDURE

The parties agree that all grievances shall be submitted to single panel arbitration. The arbitrator shall be selected from a pool of arbitrators that are mutually agreed to by the parties. It is agreed by the parties that the arbitrator shall not have the power to alter or to change any of the provisions of this agreement, or to substitute any new provisions for any existing provisions or to provide a decision which is inconsistent with the terms of this agreement, providing that they are not in conflict with any legislation affecting the parties.

7.04 Each party to this agreement will share equally the expenses and fee of the sole arbitrator.

7.05 The time limits as prescribed above may be modified by mutual agreement by the parties.

7.06 If the Union does not put forward a written request for Arbitration postmarked within thirty-one (31) days after the Company's decision, the grievance shall be deemed to be abandoned.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.01 HOURS OF WORK

This section provides the basis for establishing work schedules and for the calculation and payment of overtime, but shall not be read or construed as a guarantee of hours per day or week or a guarantee of days of work per week.

- 8.02** The normal work week of outside employees covered by this agreement shall be forty (40) hours consisting of five (5) days of eight (8) hours not before 0700 hours and not later than 1630 hours Monday to Friday inclusive. Within a given day or week, the specific hours of work of individual employees may differ as long as they remain within the foregoing limits.

Summer Hours for outside employee will be as follows:

Summer Hours:	Corresponding to the duration of daylight savings time
	7:00 a.m. – 12:00 noon
	12:30 p.m. – 3:30 p.m.
Winter Hours:	7:30 a.m. – 4:00 p.m. December and January only

At least one qualified outside employee at each operations centre must work an eight (8) hour day ending at 4:30 p.m. to do customer service work.

The normal work week of office and clerical employees covered by this agreement shall be thirty-five (35) hours consisting of five (5) days of seven (7) hours not before 0800 hours and not later than 1700 hours, Monday to Friday inclusive. All Customer Service outside workers will work an eight (8) hour day ending at 4:30 p.m. to do customer service work.

Within a given day or week, the specific hours of work of individual employees may differ as long as they remain within the foregoing limits.

Temporary Service Centre

For Lines and Traffic Signal Technicians

During the Peak Period of April 1 to October 1, when an employee is directed by management to report to a temporary work centre outside of their present service territory of either Ingersoll or Aylmer, on an eight (8) hour per day work schedule, to

work on a Capital Project or Bid Project of minimum one (1) week duration and, at his normal scheduled start time and to work the normal hours defined above, the employee will be paid for all travel time to and from the temporary work centre at the employee's normal straight time rate not to exceed one half (1/2) hour each way under normal driving conditions. A Company vehicle will be provided.

Aylmer work centre to Ingersoll work centre will be deemed to be one half (1/2) hour of paid travel time each way. Any travel time over one half (1/2) hour will be on company time or paid at the appropriate premium rate.

This work arrangement will be distributed on a fair and equitable basis soliciting and accepting volunteers first and utilizing the principles of seniority/juniority. If there are insufficient volunteers to perform the work, management may assign employees utilizing the above principles to a maximum of eight (8) weeks per year, per employee.

8.03 OVERTIME

It is mutually acknowledged that from time to time it will be necessary for all employees to perform work outside of the normal schedule at all hours of the day or night, and the Company can authorize such work as overtime as required. When Management authorizes overtime to complete work in progress, the worker or workers on the project will continue with the work and not the person or persons on call. Employees participating in a Modified Duty plan are not eligible for overtime hours.

Banked time provisions will apply to all employees of the Company.

1. Overtime hours worked may be banked or paid at the appropriate premium rate.
2. A maximum of twenty-four (24) hours per calendar year may be accumulated as banked time.
3. Such banked time must be taken at a mutually agreeable time.
4. Any hours accumulated and not taken by December 1st of the calendar year shall be paid out at the rate at which it was banked.
5. Overtime will be offered equitably within each department.

8.04 For authorized work performed in excess of forty (40) hours per week or eight (8) hours per day, double the regular hourly rate will be paid, for Schedule "A" Outside Employees.

For authorized work performed in excess of thirty-five (35) hours per week or seven (7) hours per day, double the regular hourly rate will be paid, for Schedule "A" Office and

Clerical Employees.

- 8.05** In cases of pre-arranged overtime, unless arrangements are cancelled and the employee is given less than four (4) working hours notice before the employee is to report to work, the employee shall be paid one (1) hour at the prevailing overtime rate.

8.06 MINIMUM CALL

When an employee is called in for emergency work outside of their normal working hours, the employee shall be provided with a minimum payment of one and one-half (1-1/2) hours' pay at the appropriate premium rate or the actual time worked at the appropriate premium rate, whichever is the greater, except when a short call follows within two (2) hours of the completion of a previous call in which case time shall be considered continuous from the start of the previous call.

There shall be no minimum payment applicable to overtime worked as an extension either preceding or following an employee's normal daily working hours.

8.07 ON-CALL

- (a) All qualified union personnel, as determined by the Company, will be required to perform on-call duty which will be distributed on an equitable basis among them. The Company shall maintain an advance schedule of on-call duty which shall be made available to the staff concerned By January 31 of each year with the understanding that changes may be made due to unforeseen circumstances. A newly qualified employee will be inserted into the existing on call list behind the last qualified employee added.
- (b) Each period of on-call duty shall commence at the end of the regular working hours on Thursday and shall continue until the end of the regular working hours the following Thursday. During that period, such personnel on duty must hold themselves ready to proceed immediately to the work location.
- (c) The weekly allowance for "on-call" duty will be as follows:

Upon ratification \$165.00; effective January 1, 2010 \$170.00; effective January 1, 2011 \$175.00; effective January 1, 2012 \$180.00 per week plus \$50.00 additional if a recognized holiday falls within the week.

- (d) Employees scheduled for on-call duty shall be provided with a beeper and cell phone for the period during which they are on call.
- (e) The Company shall not schedule on-call more frequently than one week in three weeks unless by reason of vacations, illness, courses, etc. of the bargaining unit employees.
- (f) When the above employees are on-call, they will be required to perform some related meter calls, such as disconnects, and reconnects. However, other related meter calls involving polyphase meters, transformer meters, current transformers, potential transformers and special key access will be performed by the Meter Department personnel. On-Call will be distributed as equally as possible amongst Lines employees.

8.08 MEALS

When an employee is required to work overtime continuous with and in excess of normal hours to the extent of more than two (2) hours, the employee shall be supplied with a suitable meal after this period by the Company, and every four (4) hours thereafter.

If an employee is working out of town and cannot return to a service centre for a meal break he will be entitled to a 20 minute paid lunch. Any paid lunch breaks must have supervisor approval prior to being taken.

If a suitable meal cannot be provided the employee shall receive a meal allowance of twelve dollars (\$12.00).

Out of Town Expenses: The Company agrees to pay all reasonable expenses related to travel, meals and lodging incurred by employees while working on projects outside of the service territory.

8.09 MILEAGE

Upon ratification if the Company requires the employee to use their personal vehicle for company business, a rate of \$0.45 per kilometre will be paid.

8.10 ABSENCE REPORTING

Employees are expected to attend work as scheduled. When unable to attend, the

employee shall contact his immediate Management Supervisor or delegate, or the next highest management person prior to his scheduled shift start time giving the reason he is unable to report for work. The Company will provide a prioritized telephone list of Management Supervisors for each department to all employees.

ARTICLE 9 – RECOGNIZED HOLIDAYS

9.01 The following holidays shall be recognized by the Company:

New Year's Day	Easter Monday
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	The day before Christmas Day
Civic Holiday	The day before New Year's Day
Labour Day	One (1) floater holiday
Thanksgiving Day	

9.02 Regular and probationary employees of the Company will be entitled to payment of normal basic wages for such holidays as occur on their normal scheduled days of work provided they have been at work or on authorized leave of absence during the full scheduled days of work which immediately precede and follow such holidays.

9.03 Regular and probationary employees required to work on such a holiday shall be paid for time worked at the premium rate specified in Article 8.04 of this agreement.

9.04 When a recognized holiday falls within an employee's vacation period such holiday shall not be counted as a vacation day but shall be allowed to the employee at a time satisfactory to management.

9.05 A Floating Holiday day will be recognized by the Company and will be made available to employees who have three (3) months' service on an individual basis providing that the employee gives ten (10) working days' notice of their intention to take said holiday and providing also that the Company schedules are not disrupted.

The foregoing notification of ten (10) working days' notice may be changed by mutual agreement between management and the employee.

9.06 Should Canada Day fall on a Tuesday, Wednesday or Thursday, it will be moved to the nearest Monday or Friday.

- 9.07** Whenever any of the above holidays fall on a Saturday and/or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this agreement.

ARTICLE 10 - VACATIONS

- 10.01** Vacation pay for temporary and probationary employees shall be calculated in accordance with the Employment Standards Act. Vacation pay for regular employees shall be based on their entitlement, less any used vacation.
- 10.02** Vacations will, as far as it is practical, be granted at the times most desired by the employees. An employee, to ensure consideration of their request and the employee's relative Company seniority standing, must notify management of their preferred vacation period by April 1st in any given year. Management reserves the authority to designate vacation periods for all employees in a manner consistent with the efficient operation of the Company; however, only two (2) weeks vacation will normally be granted during the period June 15th to September 15th so that each employee may have an opportunity for vacation in this time period. After April 1st, additional vacation requests may be submitted over and above the two (2) weeks, if time is available. Such requests will be considered on "first come basis" with the efficient operation of the Company in mind.
- 10.03** Normal vacations shall not be cumulative and shall be taken in the calendar year in which they become due unless otherwise expressly provided by management.
- Notwithstanding the vacation schedule contained in this Article, vacation periods may be reduced in proportion to time lost. There shall be no loss of time off while in receipt of sickness or compensation benefits, or on paid leave of absence.
- 10.04** Regular or probationary employees who have less than one (1) years' continuous service before December 31 shall be entitled to a vacation of one (1) working day for each full month of service to a maximum of two (2) weeks' vacation with pay.
- 10.05** A regular employee with one (1) year or more of continuous service will be entitled annually to two (2) weeks of vacation with pay.
- 10.06** Upon completion of four (4) years of continuous service, a regular employee will be entitled to three (3) weeks of vacation with pay.

- 10.07** Upon completion of nine (9) years of continuous service, a regular employee will be entitled to four (4) weeks of vacation with pay.
- 10.08** Upon completion of twelve (12) years of continuous service, a regular employee will be entitled to four (4) weeks plus one (1) day of vacation with pay.
- 10.09** Upon completion of fourteen (14) years of continuous service, a regular employee will be entitled to four (4) weeks plus two (2) days of vacation with pay.
- 10.10** Upon completion of sixteen (16) years of continuous service, a regular employee will be entitled to four (4) weeks plus three (3) days of vacation with pay.
- 10.11** Upon completion of eighteen (18) years of continuous service, a regular employee will be entitled to four (4) weeks plus four (4) days of vacation with pay.
- 10.12** Upon completion of nineteen (19) years of continuous service, a regular employee will be entitled to five (5) weeks of vacation with pay.
- 10.13** Upon completion of twenty (20) years of continuous service, a regular employee will be entitled to five (5) weeks plus one (1) day of vacation with pay.
- 10.14** Upon completion of twenty-one (21) years of continuous service, a regular employee will be entitled to five (5) weeks plus two (2) days of vacation with pay.
- 10.15** Upon completion of twenty-two (22) years of continuous service, a regular employee will be entitled to five (5) weeks plus three (3) days of vacation with pay.
- 10.16** Upon completion of twenty-three (23) years of continuous service, a regular employee will be entitled to five (5) weeks plus four (4) days of vacation with pay.
- 10.17** Upon completion of twenty-four (24) years of continuous service, a regular employee will be entitled to six (6) weeks of vacation with pay.

Note: For purposes of calculating vacation allowance, the vacation year commences January 1 and ends December 31 of the calendar year. Vacation entitlement is determined based on anniversary date and is earned in the calendar year in which the anniversary falls. (See Appendix "A")

ARTICLE 11 – SICK LEAVE/WEEKLY INDEMNITY BENEFITS

Article 11 - SICK LEAVE

- 11.01** (a) The Company's sick leave plan for regular employees was created by the Company to reduce the financial hardship that bona fide illness can create so far as inability to work and the consequent loss of normal wages are concerned. To qualify for payment of sick pay, an employee must:
- (1) have established credit for sick pay as per Appendix "B";
 - (2) ensure that their illness is reported to their immediate management supervisor, or designate or the next highest management person prior to their scheduled shift start time or as soon as practical in the circumstances;
 - (3) be suffering from a bona fide illness which prevents their useful employment and is not compensable under the Workplace Safety and Insurance Act;
 - (4) if requested, submit written verification of their illness signed by a qualified medical practitioner indicating the employees prognosis to return to work, the anticipated return to work date and any limitations and restrictions.
Employees will be reimbursed for out of pocket costs of any such certificate;
 - (5) return to work as soon as possible following recovery from illness;
 - (6) do everything reasonably possible to speed up recovery.
- (b) The Company reserves the right to verify the merits of any medical certificate presented to the Company for the purpose of receiving sick leave pay.
- (c) It is each employee's responsibility to report to work in proper physical condition to be able to perform their assigned duties.
- 11.02** The Company will provide sick leave payments equal to one hundred percent (100%) of a regular employee's normal basic wages for a period up to fifteen (15) weeks. (See Appendix "B") For the purposes of qualifying for LTD the 15 week qualifying period can bridge a calendar year. The absence will be considered continuous for the purposes of eligibility for Long Term disability benefit application.
- 11.03** In the event an employee, who has received sick leave grants for absence due to accident involving a third party, subsequently recovers loss of wages from the third party, the employee shall repay such sick leave credits to the Company.

ARTICLE 12 – HEALTH PLANS

- 12.01** The Company agrees to pay one hundred per cent (100%) of the cost of premiums of Manulife Financial Insurance Policy #73688 and RBC Insurance Policy # 48843.

Probationary and Regular employees shall be eligible for this benefit after three (3) months' service.

Eye exams once every two years to a maximum of \$75.00

Increase vision care \$350.00 upon ratification and may be used towards Laser Eye surgery

- 12.02** In the event that the Company negotiates and completes an agreement with a health benefit company (carrier) other than the one named above, the new plan will be equal or better than the plan currently in operation. This arrangement will not prevent the grouping of benefits under a common carrier. The Union will be informed of any planned changes and the progress of negotiations.

12.03 RETIREE BENEFITS

Effective January 1, 2001, the Company agrees to provide benefits, as underwritten by Manulife Financial and RBC Insurance, based on fifty per cent (50%) of premiums paid by employee – fifty per cent (50%) of premiums paid by employer, until other employment with benefits is achieved or retiree reaches the age of 65. Employee must meet eligibility requirements as per policy. Eligibility: Employees with ten (10) years of service.

ARTICLE 13 – PENSION AND INSURANCE

- 13.01** The Company and all eligible employees will participate in the Ontario Municipal Employees' Retirement System Basic Plan (OMERS) and the Canada Pension Plan on an integrated basis.

- 13.02** (a) The Company agrees to provide and pay the cost of the OMERS Supplementary Type I pension. The Type I plan became effective January 1, 1983.

(b) The Company will provide an OMERS Type III Supplementary Pension to all regular employees who were covered by this agreement in 1982. All employees hired subsequent to January 1, 1983 will be covered by the regular OMERS pension using the "90 formula" or as amended.

13.03 The Company and its regular employees agree to participate in the MEARIE Group Life Insurance Plan in accordance with the regulations of the plan.

ARTICLE 14 – JOB POSTING AND SELECTION

14.01 Any vacant position as listed in Schedule "A" of this Agreement or any position created by the Company under the Collective Agreement shall be posted with its rate of pay on the bulletin board of the Company for a period of seven (7) working days. All employees shall have the opportunity of filing an application for said position, and Management shall take into consideration ability, qualifications, and Company seniority, in making this appointment. Where the skill, ability and qualifications of the candidates are relatively equal, length of seniority shall govern the selection. It is agreed that an employee who fails to submit an application within the posted period shall not be considered for such position.

14.02 Should an employee leave the employ of the Company or be reclassified, a decision as to whether or not the employee will be replaced from within the bargaining unit shall be made by management within two (2) weeks of the closing of the posting.

In the event the decision is to replace within the bargaining unit, such replacement will take effect within a further two (2) weeks from the decision date. Should the replacement not become effective within this two (2) week period, the selected employee shall be paid their former classification, whichever is higher, until such placement occurs, at which time the employee will receive the appropriate rate for their new classification.

14.03 When an employee applies for a posted position, and their application is selected, the employee must agree to accept the position within three (3) days or their application is considered void.

14.04 TEMPORARY REPLACEMENT

When a regular employee is assigned by the Company to relieve in, and performs

the work of a higher rated position, for two (2) hours or more, such employee shall be paid the rate of that position, at his/her current percentage (%) level, for the full time of such relief.

14.05 SENIORITY IN THE EVENT OF A PROMOTION

If an employee accepts a promotion outside of the bargaining unit and does not return to the bargaining unit within three (3) months of the date of the promotion, all seniority within the bargaining unit will be lost for purposes of layoff only. If the employee returns on/or before three (3) months, their seniority will continue to accrue from the date of promotion. During the said three (3) month period Union dues will be deducted.

14.06 Where no employee possesses the skills, ability and qualifications, the Company may hire a person from outside the bargaining unit to fill the vacancy.

ARTICLE 15 – LAY OFF

In the event of a lay-off the last person hired will be the first person laid off provided the remaining employees are able to do the work required. Employees will be recalled in order of their seniority provided they are qualified and able to do the work available.

A recall list will be maintained for a further 12 month period. In the event an opening arises, the persons will be offered employment in accordance with their seniority.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 No employee covered by the terms of this Agreement shall absent themselves from duty without first obtaining permission in writing from their immediate supervisor.

For outside employees, leave of absence requests must be made in writing and may be approved as follows:

- By Supervisor

- up to one (1) day

- By Chief Operating Officer - over one (1) day to two (2) weeks
- By Chief Operating Officer - over two (2) weeks

For office employees, leave of absence requests must be made in writing and may be approved as follows:

- By Immediate Supervisor - one (1) day to two (2) weeks
- By Chief Operating Officer - over two (2) weeks

16.02 When an approved unpaid leave of absence exceeds thirty (30) consecutive working days, the employee on such leave of absence will be subject to the following conditions:

- i) they shall not accumulate any additional seniority;
- ii) they will accumulate no further sick leave or vacation credits;
- iii) they will be responsible for the payment of the total cost of all benefits normally subsidized by the Company. This applies to such items as the Company's contribution to OMERS, all supplementary health plans, insurance premiums, etc. The employee will still be allowed to participate in the benefit of the group rate as long as the employee prepays the required monies to the Company.
- iv) All the foregoing conditions will only apply for the approved length of time of the leave of absence, after which they will not be considered an employee any longer.

16.03 BEREAVEMENT LEAVE

In the event of the death of a member of the immediate family of a regular employee he shall be granted a leave of absence with pay for five (5) consecutive working days in order that the employee may arrange for and attend the funeral. The immediate family includes parent, spouse, son, daughter. In any event, the employee will suffer no loss of pay on the day of the funeral.

In the event of the death of a member of the family of a regular employee, he shall be granted a leave of absence with pay for three (3) consecutive working days in order that the employee may arrange for and attend the funeral. The family includes parent in law, sister, brother, grandparents and grandchildren. In any event, the employee will suffer no loss of pay on the day of the funeral.

An employee will be allowed one (1) day without loss of pay to attend the funeral of a brother-in-law, sister-in-law, aunt and uncle.

It is agreed that the employee will contact their supervisor, or other management person, to request leave of absence and advise of the relationship and all necessary facts.

It is understood and agreed that Bereavement pay is wage loss replacement, therefore bereavement pay will not be paid for Saturday and Sunday, unless the employee was required to work those days.

16.04 JURY DUTY

The Company will pay an employee, who is required to serve on a jury or coroner's inquest, the difference between the employee's normal pay and the amount of compensation received for such service minus mileage payment. The employee will present proof of service and the amount of pay received.

16.05 WITNESS

The Company will pay an employee who is subpoenaed to appear as a witness in any court of law or other tribunal in the Province in which the employee resides, the difference between the employee's normal pay and the amount of compensation received for such service minus mileage payment. The employee will present proof of service and the amount of pay received.

16.06 PREGNANCY/PARENTAL AND ADOPTION LEAVE(S)

Pregnancy, Parental and Adoption Leaves shall be granted in accordance with the Employment Standards Act as amended or revised. Major medical, dental, vision, shall be continued for pregnancy, parental and adoption leave only. Seniority continues to accrue.

During the seventeen (17) week Pregnancy Leave provided by the Employment Standards Act, the employee shall be entitled to a top up over and above the amount provided by Employment Insurance to bring their pay to 75% of their normal basic earnings.

ARTICLE 17 - ALLOWANCES

17.01 COMPENSABLE DISABILITY GRANT

When a regular employee, through their employment by the Company, suffers a disability which is compensable under the Workplace Safety and Insurance Act, the Company will pay the difference between the compensation award and the normal wages of the employee, less income tax deduction, for a period of up to one (1) year.

The Company will provide continuity of normal take-home pay to the employee by way of advance until payments from WSIB are received. The employee will reimburse the Company of pay advances.

17.02 TOOLS AND CLOTHING

- (a) Clothing and Tools: The Company agrees to supply the following items at no cost to the employees when it is determined that they are required for the performance of normal duties:

Rainwear including mud suits

Rubber boots

Rubber gloves and leather cases for rubber gloves

Flash glasses including goggles and face shields

Leather gloves

Hard hats

Identification card will be provided to all employees

Spurs, body belts, pole strap and hand tools

Two (2) Long Sleeve High Visibility Fire Retardant Shirts

One (1) pair of Non-insulated High Visibility Fire Retardant Overalls

One (1) Insulated High Visibility Fire Retardant Overalls

One (1) Summer High Visibility Fire Retardant Jacket

One (1) Insulated High Visibility Fire Retardant Jacket

One (1) FR Hoodie

One (1) FR Pair of Pants

CSA approved work boot allowance;

At ratification	\$160.00/annum
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January 1, 2010	\$165.00/annum
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January 1, 2011	\$170.00/annum
January 1, 2012	\$175.00/annum

The Company agrees to supply one (1) pair of prescription safety flash goggles every twelve (12) months upon receipt of prescription and previously supplied goggles.

It is understood that each employee will make the best use of such equipment for the employee's own safety and the protection of others while performing hazardous work.

It is understood that any equipment supplied by the Company is only to be used in performance of the Company's business and will only be replaced when the worn out or broken item is turned in.

ARTICLE 18 - GENERAL

18.01 BULLETIN BOARD

The Company will arrange for a bulletin board, at a location as mutually agreed between the parties, including all storefront locations, which may be used by the Union for posting notices which shall be subject to approval by the Chief Operating Officer before posting. Notices of routine union meetings or conferences will not require management approval. There shall be no general distribution or posting of any other notices of any kind upon Company property other than as herein provided.

18.02 REST PERIODS

Each employee shall be entitled to a ten (10) minute rest period normally in the middle of the first half and second half of each scheduled work day. Rest periods shall be normally taken at the work site unless otherwise approved by management.

18.03 CONTRACTING OUT

The Company hereby agrees that no work shall be sublet or contracted-out to any person or firm at the expense of any of the Company's regular employees being laid off.

18.04 PAY DAY

The employees may normally expect to receive their pay cheques via direct deposit by noon on Friday of each week. Effective the first pay period of January 2010, the employees may normally expect to receive their pay cheques via direct deposit by noon on Friday of every second week.

18.05 INFORMATION

The Company shall notify the Union of any proposed change which may have a major effect on the employees' wage rates or working conditions.

18.06 JOB CLASSIFICATION

It is mutually agreed that during the life of the agreement the employer shall:
Review and revise job titles and descriptions for Schedule "A" employees.
Provide training and supervision for new tasks and responsibilities.

18.07 WORKFARE

The Company agrees that, in the event that participation in Workfare (or like) is being considered, it will discuss such participation with the Union prior to implementation.

ARTICLE 19 – COMMITTEES

19.01 The union shall provide the Company with a list of Principal Steward/stewards to be revised from time to time as changes occur. The Company will recognize the Principal Steward/stewards whose function will be to deal with matters arising out of this agreement. The Company will provide the union with a list of supervisors to whom grievances and other relevant matters may be submitted.

19.02 The Union acknowledges that Principal Steward/stewards have their regular work to perform and such persons will not leave their duties without firstly receiving permission from management, which permission will not be unreasonable withheld.

19.03 The Company shall, for direct negotiations prior to conciliation, pay the normal wages and benefits for two (2) members of the Union Negotiation Committee.

19.04 The Parties agree that a positive approach to labour relations is vital to achieve long term success for both the Company and its employees. Therefore, both the parties agree to deal with issues around this agreement as partners rather than adversaries.

The Company will recognize a committee of not more than two (2) regular employees and a representative(s) of the Power Workers' Union at any Union-Management meeting

Labour/Management relations meetings will be held semi annually or more frequently as follows;

- i. the meeting will be chaired by the President & CEO, or his designate
- ii. the Agenda will be set two (2) weeks prior to the meeting
- iii. new items can be tabled at the meeting
- iv. minutes will be prepared and jointly agreed and signed one (1) week after the meeting
- v. additional meetings may be held on an as required basis
- vi. meetings will be held on Company time and premises

19.05 The Parties recognize the obligation and responsibility to ensure the establishment and maintenance of safe working conditions and practices and further recognize that the employees must abide by all safety rules and regulations established by the EUSA safety rules which are accepted as the minimum standard.

Joint Health and Safety Committee – The Union will be represented on the Joint Health and Safety Committee by being selected by its members or by the Union. The representative like other committee members will be entitled to take paid time to attend inspections and investigations.

The Committee shall principally have the following functions:

To identify potential hazards

To evaluate these potential hazards

To recommend corrective action, and

To follow up implemented recommendations

19.06 If the Union requires a Union representative to be released from their normal duties to perform Union business or attend training provided it does not interrupt or impede normal operations of the Company, permission will not be

unreasonably withheld. The Union will compensate the Company at the employee's normal rate of pay plus burden.

ARTICLE 20 – JOB CLASSIFICATIONS AND WAGE RATES

20.01 Job classification(s) and wage rates(s) shall be as they appear in "Schedule A" which constitutes part of this agreement. The Company shall discuss with the Union any changes to existing job classifications and wage rates, or the introduction of new job classifications and new wage rates, within five (5) working days. Where a difference arises between the parties, the Company may introduce the new or amended classification or wage rates, but either party may require that the difference between them be submitted directly to the Grievance Process outlined in Article 7 of this agreement, the decision shall be binding on both parties.

The attached schedules covering job classifications and wage rates shall be part of this Agreement and are included, as described above, for the payment of wages only. The classification and wages shall be listed in Schedule "A" attached.

The wage schedule (Schedule "A") provides for wage increases as follows:

Effective upon ratification – Special Wage Increase for Lines, Traffic Signal Technicians of twenty cents (\$.20) an hour

Effective upon ratification – Special Wage increase for Meter Techs, Design Techs and Field Services of ten cents (\$.10) an hour

Effective January 1, 2009 3% general wage increase to all PWU employees

Effective January 1, 2010 – Special Wage Increase for all Lines, Traffic Signal Technicians of twenty cents (\$.20) an hour

Effective January 1, 2010 – Special Wage Increase for Meter Techs, Design Techs and Field Services of ten cents (\$.10) an hour

Effective January 1, 2010 3% general wage increase to all PWU employees

Effective January 1, 2011 – Special Wage Increase for Lines, Traffic Signal Technicians of twenty cents (\$.20) an hour

Effective January 1, 2011 – Special Wage Increase for Meter Techs, Design Techs and Field Services of ten cents (\$.10) an hour

Effective January 1, 2011 3% general wage increase to all PWU employees

Effective January 1, 2012 – Special Wage Increase for Lines, Traffic Signal Technicians of twenty cents (\$.20) an hour

Effective January 1, 2012 – Special Wage Increase for Meter Techs, Design Techs and Field Services of ten cents (\$.10) an hour

Effective January 1, 2012 3% general wage increase to all PWU employees

Note: Special wage increase to be applied before the general wage increase

ARTICLE 21 - DURATION OF AGREEMENT

- 21.01** This agreement shall commence on January 1, 2009 and will remain in force and effect until December 31, 2012 and thereafter from year to year unless terminated or amended by notice in writing by either party within ninety (90) days prior to the date of termination.
- 21.02** During the discussions or negotiations upon any proposed renewal or revision of this Agreement, the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until a satisfactory settlement has been reached or until the conciliation procedure has been completed.

SCHEDULE "A" - OUTSIDE EMPLOYEES

OUTSIDE EMPLOYEES

Classification	Progression (Months)	%	Jan 1, 2009 3%	Ratification .20 or .10	Jan 1, 2010 3%	Jan 1, 2011 3%	Jan 1, 2012 3%
Crew Foreman - Hydro		110	34.89	35.11	36.39	37.71	39.06
Sub-Foreman - Hydro		105	33.31	33.52	34.73	35.99	37.29
Journeyman Lineperson	48	100	31.72	31.92	33.08	34.28	35.51
Apprentice	36	90	28.55	28.73	29.77	30.85	31.96
	24	80	25.38	25.54	26.46	27.42	28.41
	12	70	22.20	22.34	23.16	24.00	24.86
	Starting Rate	60	19.03	19.15	19.85	20.57	21.31
Sub-Foreman - Metering		105	30.47	30.58	31.61	32.67	33.76
Meter Technician	48	100	29.02	29.12	30.10	31.11	32.15
	36	95	27.57	27.66	28.60	29.55	30.54
	24	90	26.12	26.21	27.09	28.00	28.94
	12	85	24.67	24.75	25.59	26.44	27.33
	6	75	21.77	21.84	22.58	23.33	24.11
	Starting Rate	70	20.31	20.38	21.07	21.78	22.51
Design Technician	48	100	29.02	29.12	30.10	31.11	32.15
	36	95	27.57	27.66	28.60	29.55	30.54
	24	90	26.12	26.21	27.09	28.00	28.94
	12	85	24.67	24.75	25.59	26.44	27.33
	6	75	21.77	21.84	22.58	23.33	24.11
	Starting Rate	70	20.31	20.38	21.07	21.78	22.51
Inventory Control	36	100	26.06		26.84	27.65	28.48
	24	95	24.76		25.50	26.27	27.06
	12	90	23.45		24.16	24.89	25.63
	6	80	20.85		21.47	22.12	22.78
	Starting Rate	75	19.55		20.13	20.74	21.36
Team Leader - Field Services		105	27.36	27.47	28.40	29.36	30.35
Field Services	36	100	26.06	26.16	27.05	27.96	28.90
	24	95	24.76	24.85	25.70	26.56	27.46
	12	90	23.45	23.54	24.35	25.16	26.01
	6	80	20.85	20.93	21.64	22.37	23.12
	Starting Rate	75	19.55	19.62	20.29	20.97	21.68
Backhoe Operator	36	100	25.56		26.33	27.12	27.93

SCHEDULE "A" - OUTSIDE EMPLOYEES

OUTSIDE EMPLOYEES

Classification	Progression (Months)	%	Jan 1, 2009 3%	Ratification .20 or .10	Jan 1, 2010 3%	Jan 1, 2011 3%	Jan 1, 2012 3%
	24	95	24.28		25.01	25.76	26.53
	12	90	23.00		23.70	24.41	25.14
	Starting Rate	85	21.73		22.38	23.05	23.74
Crew Foreman - Traffic		110	33.83	34.05	35.29	36.58	37.90
Sub-Foreman - Traffic		105	32.29	32.50	33.68	34.91	36.17
Traffic Signal Technician	48	100	30.75	30.95	32.08	33.25	34.45
	36	90	27.68	27.86	28.87	29.93	31.01
	24	80	24.60	24.76	25.66	26.60	27.56
	12	70	21.53	21.67	22.46	23.28	24.12
	Starting Rate	60	18.45	18.57	19.25	19.95	20.67
General Labourer	24	100	20.15		20.75	21.37	22.01
	12	95	19.14		19.71	20.30	20.91
	6	90	18.14		18.68	19.23	19.81
	Starting Rate	85	17.13		17.64	18.16	18.71

Note 1: Movement from one level to another [up to one hundred per cent (100%)] in all schedules is by routine progression and depends upon satisfactory performance in the classification.

Note 2: It is understood that in the Company outside staff schedule, completion of the MEA Lineman Training Course successfully is a requirement of the classification for all employees.

SCHEDULE “A” – CO-OPERATIVE/SUMMER STUDENT WAGE RATE

Co-Operative Student Rate	\$16.00
Returning Rate Summer Student	\$14.50
Starting Summer Student Rate	\$13.00

- The Co-Operative/Summer Students will be part of the bargaining unit
- The parties will meet and come to agreement with regards to the duties of the Co-Operative/Summer Student job description
- There will be no layoffs while a Co-Operative/Summer Student is employed
- Co-Operative/Summer Student will not accrue service credit
- Co-Operative/Summer Students will only be considered for a vacancy after all internal applicants have been given reasonable consideration for the vacancy

APPENDIX "A"**Vacation Pay Entitlement**

Upon termination or retirement, or in the event of termination as a result of merger/amalgamation or sale, bargaining unit employees hired by Ingersoll Public Utility Commission prior to January 1, 1995, will be entitled to the following vacation pay:

- 1) Number of days of vacation entitlement for the year prior to termination or retirement, plus
- 2) Number of days vacation entitlement for current year (prorated to termination or retirement date) less any used vacation

This calculation applies to the following bargaining unit employees:

Robert Triemstra

Eric Hart

James Eaton

Vacation pay entitlement upon termination or retirement, or in the event of termination as a result of merger/amalgamation or sale, for all other bargaining unit employees will be based on prorated current year entitlement less any used vacation.

APPENDIX "B"**Establishing Credit for Sick Pay**

Three (3) years service or more	= 15 weeks
Two (2) years service or more	= 10 weeks
More than ninety (90) days service	= 5 weeks
Ninety (90) calendar days or less	= no credit for sick time

Note: Appendix "B" will apply only to those regular employees with seniority dated on or after December 31, 1994.

With the exception of Lewis Underhill who will be credited with 180 sick days (36 weeks), which includes 15 weeks as noted above, sick leave bank to be used to top up their LTD payments to 100% until their 180 bank is exhausted.

Letter of Understanding

BETWEEN:

POWER WORKERS' UNION - CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 1000, C.L.C. (the "Union")

- and -

ERIE THAMES SERVICES CORPORATION (the "Employer")

The Union and the Employer concurrently enter into a collective agreement (the "Agreement") on the following fundamental understandings:

1. The Employer, while denying that the Union is entitled to relief under sections 1(4) or 69 of the Ontario *Labour Relations Act, 1995* (the "Act"), acknowledges that the Union, by entering into the Agreement, is not waiving any rights which it may otherwise have to relief under those provisions.
2. The Union acknowledges that the Employer enters into this Agreement without prejudice to its position with respect to any claim of the Union in its current Ontario Labour Relations Board application (Board File No. 1020-01-R) or any successor application thereto, and further declares that the position of the other corporate entities in respect of which the Union seeks relief cannot be prejudiced by the fact that the Employer has entered into or is bound to the Agreement.

This Letter is binding, at the option of any party seeking to enforce it, as a part of the Agreement and also pursuant to section 96(7) of the *Act*.

Dated at Ingersoll, Ontario this 21st day of August, 2001

POWER WORKERS' UNION



ERIE THAMES SERVICES CORPORATION



LETTER OF UNDERSTANDING

FLEXTIME SCHEDULE "A" OFFICE AND CLERICAL EMPLOYEES

The parties agree to the following:

- 1.0 Notwithstanding the intent and meaning of Article 8 of the Collective Agreement, the Inside Employees outlines in Schedule "A", effective immediately, shall flex in rotation allowing employees to leave early on Friday afternoons.

Employees may request to be excluded from flextime if need be. Such requests shall be submitted in writing to the Union and the immediate Supervisor of the department.

2.0 **Flex Schedule**

Where a department has five (5) or more employees, two (2) employees per week shall work 8:30 am to 4:30 pm with a half hour lunch Monday to Thursday, logging two (2) hours. The logged two (2) hours will then be used on the Friday afternoon along with the 1 hour lunch allotted, to allow the two (2) employees to leave at 1:30 pm.

Where a department has no more than 4 employees, one (1) employee per week shall work 8:30 am to 4:30 pm with a half hour lunch Monday to Thursday, logging two (2) hours. The logged two (2) hours will then be used on the Friday afternoon along with the 1 hour lunch allotted, to allow the one (1) employee to leave at 1:30 pm.

When requested by the employee, the logged flex time can be used on another day, as long as it falls within the same week.

Flex time schedules for a three (3) month period at a time will be completed by the immediate Supervisor of each department and will be distributed to the employees.

It is understood that there will be no trading of flex time.

3.0 **Vacation and Sickness**

Where a department has five (5) or more employees, and fifty (50) percent of the department is absent due to sickness or vacation, the individuals scheduled to flex will be required to revert to normal working hours. If the employees scheduled to flex have already logged time within the week and are required to stay, they will be allowed to carry their logged hours into the next week and can use them at a mutually agreed upon time between the employee and their immediate supervisor.

Where a department has no more than 4 employees, and fifty (50) percent of the department is absent due to sickness or vacation, the individuals scheduled to flex will be required to revert to normal working hours. If the employees scheduled to flex have already logged time within the week and are required to stay, they will be allowed to carry their logged hours into the next week and can use them at a mutually agreed upon time between the employee and their immediate Supervisor.

If the individual is sick during their scheduled flex week and time has been logged for days worked within the scheduled week, the logged time will be taken on the Friday permitting they have returned to work. If they are sick on the Friday any logged time for days worked within the scheduled week will be carried to the next week and will be used at a mutually agreed upon time between the employee and their immediate Supervisor.

It is understood that employees can only use the actual amount of time logged, no extra logged time will be allotted for vacation or sick days.

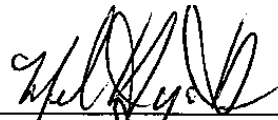
4.0 Statutory Holidays

Where a stat holiday falls on a Friday, the individuals scheduled to flex, shall leave at 2:00 pm on the Thursday.


Where the stat holiday falls Monday thru Friday, the individuals scheduled to flex, shall leave at 2:00 pm on the Friday.




 CRU Solutions Inc.



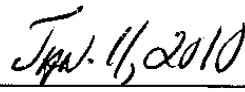
 Power Workers' Union



 Erie Thames Powerlines Corporation



 Date



 Date

LETTER OF UNDERSTANDING

COMPRESSED WORK WEEK (four tens) SCHEDULE "A" OUTSIDE EMPLOYEES

The parties agree to the following:

- 1.0 Notwithstanding the intent and meaning of Article 8 of the Collective Agreement, the normal work week of the employees outlined in Schedule "A" (outside employees) shall be forty (40) hours consisting of five (5) days of eight (8) hours not before 0600 hours and not later than 1630 hours Monday to Friday inclusive or; four (4) days of ten (10) hours not before 0600 hours and not later than 1700 hours Monday to Thursday inclusive or Tuesday to Friday inclusive. Within a given day or week, the specific hours of work of individual employees may differ as long as they remain within the foregoing limits.

Employees may request to sign up for four/tens work week on a 3-month basis (management will provide the Union with copies of quarterly signup sheets). Where there are insufficient volunteers, management reserves the right to assign employees to jobs that warrant utilizing the compressed work week. If no volunteers then the most junior qualified would be selected first. Two (2) weeks notice of any shift start/stop times will be provided prior to any change in scheduling. The Union will be notified well in advance if the required 2 weeks notice can not be met.

2.0 On Call

The employee on call (Ingersoll) may work a compressed work week as long as they remain within their immediate service territory and can meet response time requirements and the employee on call (Aylmer) may work a compressed work week as long as they remain within their immediate service territory and can meet response time requirements.

3.0 Meals

Employees working four/tens will be granted a twenty (20) minute paid lunch break to be taken at the job site, in the middle of the workday, but in no circumstances shall an employee work more than five (5) hours without a meal break.

4.0 Vacation

Employees designed to work four/tens who are on vacation for a full week shall have a normal work week of forty (40) hours charged to their vacation entitlement. Employees are entitled to eight (8) hours of pay per vacation day requested. When less than a full week of vacation is taken, in order that the employee shall not suffer any loss of wages as a result of working four/tens, an additional two (2) hours of pay per vacation day will be included in the employee's weekly pay, and the employee will be required to work, or otherwise gain credit for the addition of the two (2) hours per vacation day, through arrangements with their direct supervisor. All efforts will be made to work the additional required hours within one week of the vacation being taken.

5.0 Sickness


Employees working a four/ten work week and are absent from work due to illness shall be paid ten (10) hours of sick pay if they normally work a forty (40) hour week.

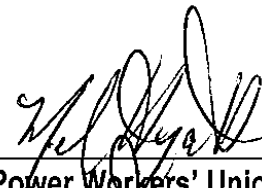
6.0 Statutory Holidays

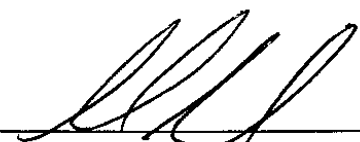
Employees who work a four/ten work week that includes a Statutory Holiday, shall work three (3) ten (10) work days and shall receive eight (8) hours' pay for the Statutory Holiday if they normally work a forty (40) hour work week. In order that the employee shall not suffer any loss of wages as a result of working a compressed work week, an additional two (2) hours pay will be included in the employee's weekly pay, and the employee will be required to work, or otherwise gain credit for the addition of the two (2) hours, through arrangements with their direct supervisor. All efforts will be made to work the additional required hours within one week of the statutory holiday.

7.0 Service Center

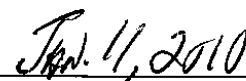
Where work requires that the compressed work week will continue for a period of time greater than a one (1) week, employees will be required to report to their regular work center either Aylmer or Ingersoll at their normal scheduled start time starting on day two (2). Their shift will then commence and mileage will be paid for the use of personal vehicles between the Ingersoll and Aylmer service centers.


 CRU Solutions Inc. and


 Power Workers' Union


 Erie Thames Powerlines Corporation


 Date


 Date

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 15th day of
DECEMBER, 2009.


CRU Solutions Inc. and


Power Workers Union


Erie Thames Powerlines Corporation

December 15/09
Date

Jan. 11, 2010
Date