



Collective Agreement

between

Halton Hills Hydro Inc.

and

Power Workers` Union
CUPE Local 1000

Effective April 1, 2013 until March 31, 2016

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COLLECTIVE AGREEMENT

between

HALTON HILLS HYDRO INC.
Hereinafter referred to as the "LDC"

and

POWER WORKERS' UNION-CUPE LOCAL 1000
Hereinafter referred to as the "Union"

ARTICLE 01 – PREAMBLE AND PURPOSE

- 1.01 The general purpose of the Agreement is to maintain mutually satisfactory relations between the LDC and its employees. To provide orderly collective bargaining relations and to secure prompt and equitable disposition of complaints, with a view to maintaining mutually satisfactory hours, wages, working conditions, and efficient operation of the LDC's plant; under methods which will promote to the fullest possible extent, economy of operation, quality and effort, cleanliness of plant and protection of property, elimination of waste and safety to the employees. Both parties recognize a duty to cooperate in good faith, individually and collectively, for the advancement of these purposes.
- 1.02 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if plural, feminine or masculine has been used where the context of the party or parties hereto so required.

ARTICLE 02 – RECOGNITION

- 2.01 The LDC recognizes the Union as the exclusive bargaining agent for negotiating wages, working conditions and hours of work on behalf of the Employees of the LDC as defined below:-

"All employees of Halton Hills Hydro Inc. save and except the President, Vice-President, Chief Financial Officer, Executive Assistant, Managers, non-working Foreman, Supervisors, summer students, co-op students and office staff employed for less than twenty-four (24) hours per week, constitute a unit of Employees appropriate for collective bargaining."

ARTICLE 03 – GOODWILL

- 3.01 The LDC agrees that it will not, in any manner, object to any employee being or becoming a member of the Union, and will not discriminate against such employee because of membership in said Union.

ARTICLE 04 – MANAGEMENT’S RIGHTS

- 4.01 Except as otherwise provided in this Agreement, nothing contained in this Agreement shall be deemed to limit the LDC in any way in the exercise of the regular and customary functions of Management. The Union recognizes the right of the LDC to operate and manage its business in all respects, in accordance with its commitments and responsibilities, to direct its work force including, but without restricting the generality of the foregoing, the right to hire, classify, transfer, promote, layoff and determine employee competence, the right to discipline, suspend, demote and discharge; to make and alter reasonable rules and regulations to be observed by employees provided that such rules and regulations shall not be inconsistent with the terms of this Agreement. The Union shall retain its right to grieve in case it feels Management has acted without just cause.

ARTICLE 05 – UNION SECURITY AND DUES REMITTANCE

- 5.01 The parties hereto mutually agree that current Union members shall maintain their membership and, that any new employee of the LDC defined in Article 2 will become a member in the Union.
- 5.02 In order that the LDC may have definite instructions as to what amounts are to be deducted for Union purposes, it is agreed that the Union shall promptly notify the LDC, in writing, of deductions to be made by the LDC for Union dues and, the LDC shall have the right to continue to rely on such written notification from the Union.
- 5.03 The LDC will deduct weekly from the wages of unionized employees, union dues as certified by the Union. The LDC will remit monies deducted, together with a list showing the names of the employees and amount deducted, to the Financial Officer, not later than the fifteenth (15th) day of the month, following the end of the month after the deductions.

In consideration of this deduction and forwarding service by Management, the Union agrees to indemnify Management for any liability arising from the deduction and forwarding of these weekly dues.

ARTICLE 06 – SENIORITY

- 6.01 Seniority shall be defined as the length of continuous service an employee has established with the LDC from the most recent date the employee entered the employ of the LDC.
- 6.02 A current seniority list shall be posted in January and July of each calendar year, and a copy will be provided to each steward.
- 6.03 A regular employee shall not be laid off as a result of the contracting out of bargaining unit work.
- 6.04 An employee shall lose his/her seniority and shall cease to be an employee of the LDC if he/she:
- a) terminates voluntarily,
 - b) is discharged and not reinstated,
 - c) is laid off for a period exceeding twelve (12) calendar months,

- d) fails to report to work after a layoff within five (5) working days of recall, notice of which has been mailed, by registered mail, to the last address the employee has reported to Management,
 - e) is absent from work for five (5) or more working days without permission, unless the employee provides the LDC with documented evidence of unavoidable reasons for not reporting to work,
 - f) is absent from work because of illness or injury and is unable to return to work. In no case shall this period of time exceed twenty-four (24) months,
 - g) retires.
- 6.05 For a period of time not to exceed eighteen (18) months from the first day of illness or injury, the employee shall be eligible to return to the same job if capable of performing the required work. If unable to perform the required work, the employee shall be given initial consideration for any available job for which the employee is able and qualified to perform.
- 6.06 From the fifteenth (15th) month of and including the twenty-fourth (24th) month, the employee shall be given initial full consideration for any available job for which the employee is able and qualified to perform.
- 6.07 An employee shall have their seniority frozen if he/she is on any authorized absence, without pay, for a period exceeding thirty (30) calendar days.

ARTICLE 07 – EMPLOYEE CATEGORIES

- 7.01 a) Temporary employees will not be employed as temporary employees for more than six (6) months in any twelve (12) consecutive month period. Temporary employees who are retained beyond a six (6) month period will be re-classified to regular status. The exception to this is where there is a requirement to replace an employee who is on leave of absence as defined in Article 16.06 (including extension of such leave). A temporary employee may be extended up to twelve (12) months, in the event of an employee absence due to long-term illness. These temporary employees who are retained beyond the twelve month period will be reclassified to regular status.
- 7.01 b) Probationary employees are persons hired on trial to determine their suitability for continuing employment in regular positions. An employee shall be considered probationary for a period of six (6) calendar months. Having proven satisfactory by the end of this period, he/she will be credited with LDC service for the probationary period.
- 7.02 Temporary and probationary employees will not have recourse to the grievance procedure in cases of termination.
- 7.03 Probationary employees taken on staff will receive payment for recognized holidays during the period of their employment to that date and will also be permitted to accumulate allowable sick pay credits from date of employment, but will be excluded from MEARIE benefits during the probationary period.

- 7.04 Regular employees are persons who have satisfactorily served the probationary period. Classification as a regular employee does not imply an LDC obligation to provide continuous employment.

ARTICLE 08 – LOCKOUT OR STRIKES

- 8.01 The LDC agrees that it will not cause or direct a lockout of its employees from the execution date of this Agreement to the termination date thereof.
- 8.02 The Union agrees its members will not sanction or call a strike and shall refrain from any interruption of, or interference with, the operations of the LDC, from the execution date of this Agreement to the termination thereof.
- 8.03 Prior to assigning work where employees may encounter picket lines, the employer shall consult with the local PWU union representative. Time will be permitted for the union representative to communicate to the striking union, reasons why the picket lines might be crossed.

ARTICLE 09 – GRIEVANCE PROCEDURE

- 9.0 Any employee, who has been subjected to unfair treatment under the provisions of this Agreement, shall receive the right to seek redress according to Article 9, Grievance Procedure.
- 9.01 For the purpose of this Agreement, a dispute, claim or complaint which involves the interpretation or application of this Agreement, shall be considered to be fit matter for grievance and shall be dealt with, as specified.

The time limits for the processing of grievances shall be observed strictly by the parties, except in the case of mutual agreement to alter the time limits. All written notices referred to in this procedure shall include a statement of the following: -

- a) the grievance,
 - b) the part of the Agreement that is involved and,
 - c) the redress sought.
- 9.02 Grievances affecting more than one (1) employee or, any grievance brought forward by the LDC or the Union, or where difficulties arise between the LDC and the Union concerning the interpretation or general application of the Agreement which may be considered as a policy matter, shall be submitted in writing by either party within ten (10) working days of the alleged occurrence and shall be dealt with in the manner provided in the grievance procedure commencing at Step 3.
- 9.03 It is the intention of the parties that the filing of policy grievances by the Union shall not be used to bypass the normal grievance procedure and will commence at Step 3.
- 9.04 a) As an alternative to Arbitration the parties may, by mutual agreement, agree to refer a grievance to a Mediator/Arbitrator as a means of settlement. The Mediator/Arbitrator shall be

mutually agreed to by the parties and each party shall pay one half (1/2) of the expenses and remuneration of the Mediator/Arbitrator.

9.04 b)

STEP 1

Grievance shall first be presented by the grievor accompanied by the steward, if the grievor so desires, to the Supervisor immediately concerned. At this step, the grievance may be presented verbally or in writing, and must be presented within ten (10) working days of the occurrence that has given rise to the grievance.

STEP 2

Within four (4) working days of presentation of a written grievance notice, the Supervisor will discuss the matter with the Union steward. Failing settlement within four (4) working days of the discussion, the Union will be allowed four (4) working days in which to provide written notice to the President of a desire to proceed to Step 3.

STEP 3

Within four (4) working days of presentation of a written grievance notice, the President will discuss the matter with the Union Grievance Committee. Failing settlement within ten (10) working days of the discussion, the Union Grievance Committee will be allowed ten (10) working days to present written notice to the President of a desire to submit the matter to arbitration pursuant to the appropriate section of The Labour Relations Act of Ontario, and advising the name of its' nominee.

- 9.05 An international representative and/or a representative of Power Workers' Union CUPE Local 1000 may be present at any or all steps of the grievance or arbitration procedures to assist the local union.
- 9.06 No Board of Arbitration shall have the power to alter or change any of the provisions of this Agreement or, to substitute any new provision for any existing provision, or to provide a decision that is inconsistent with any term or provision of this Agreement.
- 9.07 Any decision rendered by an Arbitration Board may be based on consideration of all pertinent clauses in the Agreement.
- 9.08 Each party of this Agreement will bear the expenses and fee of its Arbitrator and the parties will share equally, the expenses and fee of the Chairman. The decision of a majority of the arbitrators will be accepted as final and binding on both parties.
- 9.09 Unless otherwise agreed to, after a letter(s) of reprimand has been on an employee's file for a maximum of two (2) years, and there have been no further occurrences, then the letter(s) of reprimand will be removed from all files.

ARTICLE 10.0 – WORKING HOURS

- 10.01 a) A normal working week for the A-1 employees is one of forty (40) hours; Monday to Friday inclusive. Hours of work shall be from 07:30 to 16:00 with one half (1/2) hour for lunch. Lunch to be eaten on the job site or other agreed upon location.
- 10.01 b) A normal working week for the A-2 is one of thirty-five (35) hours, Monday to Friday inclusive. Hours of work shall be from 08:30 to 16:00 hours with one half (1/2) hour for lunch or from 08:30 to 16:30 hours with one (1) hour for lunch, as approved by the LDC.
- 10.01 c) Effective October 2nd, 2006 a normal working week for the A-3 is one of thirty-seven and one half (37.5) hours Monday to Friday inclusive. Hours of work shall be 08:00 to 16:00 hours with one-half (1/2) hour for lunch.
- 10.02 The foregoing definition of working hours shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

OVERTIME

- 10.03 Double time shall be paid for all work performed after the normal working hours.

MEALS

- 10.04 1) The LDC shall not require an employee to carry or provide more than one (1) meal on a day when work is performed.
- 2) If an employee is required to work overtime prior, one (1) hour or more, to his/her normal start time, and such overtime continues until the normal starting time, the LDC will pay the cost of the employee's meal or provide payment in lieu in the amount of \$11.00, effective April 1, 2014 \$12.00 and effective April 1, 2015 \$13.00.
- 3) If an employee is required to continue working beyond a normal day, the LDC will provide the employee's meal or provide payment in lieu in the amount of \$11.00, effective April 1, 2014 \$12.00 and effective April 1, 2015 \$13.00 after two (2) hours or more and every four (4) hours thereafter, while the employee continues working.
- 4) In the conditions outlined in 2 and 3 above, where practical, the LDC will allow the employee time to secure the meal and eat it, and where necessary, provide transportation for this purpose.
- 5) When employees are required to work scheduled overtime, on a non-normal working day, employees will be entitled to a meal provision of \$11.00, effective April 1, 2014 \$12.00 and effective April 1, 2015 \$13.00 after eight (8) hours of work and every four (4) hours thereafter.

ON-CALL DUTY

- 10.05 a) On-call shall be defined as duties performed by qualified employees falling within the bargaining unit, outside of normal hours of work, Friday to Friday. Employees performing on-call duties shall receive \$195.00 and, \$205.00 effective April 1, 2014 and \$215.00 effective April 1, 2015.
- b) On recognized holidays, the employee on call shall receive \$45.00, plus pay at the appropriate rate for the duration of the contract.
- c) On-call duties will normally be assigned to two (2) lines persons.

MINIMUM CALL-OUT

- 10.06 a) A minimum call-out of two (2) hours at the appropriate overtime rate shall be paid to employees who are called out to perform work. All call-outs within the two (2) hours shall be considered as one (1) call.
- b) Minimum call-out pay will not be paid where the work involved is an extension of the normal work hours, or when the call-out is within one (1) hour of the normal starting time. Payment for such work will be at the appropriate overtime rate.

ARTICLE 11 – RECOGNIZED HOLIDAYS

- 11.01 Employees of the LDC will be entitled to payment of regular rate of pay for the following holidays, provided they have worked the full scheduled shifts which immediately precede and follow such holidays; unless the employee is absent because of:
- a) personal illness,
 - b) any bereavement entitlement,
 - c) any approved leave of absence.

11.02 Recognized holidays are as follows: -

- | | |
|---|-----------------------|
| - Good Friday | - Easter Monday |
| - Victoria Day | - Dominion Day |
| - Civic Holiday | - Labour Day |
| - Thanksgiving Day | - One (1) floater day |
| - Half of the last working day before Christmas Day | - Family Day |
| - Christmas Day | - Boxing Day |
| - Full working day before New Years Day | - New Years Day |

- 11.03 Should any of the holidays outlined above, fall on a Saturday or Sunday, the preceding or following working day shall be observed, by all staff, as the holiday as designated by Management by October 31 of the preceding year.

ARTICLE 12 – VACATIONS

- 12.01 An employee having less than one (1) year of service in the current year shall be allowed a vacation credit of one (1) working day per month of service to a maximum of two (2) weeks vacation with pay.

An employee having one (1) year or more of continuous service in the current year will be entitled to two (2) weeks vacation with pay.

An employee will be entitled to three (3) weeks vacation with pay in the year in which three (3) years continuous service with the LDC is completed.

An employee will be entitled to four (4) weeks vacation with pay in the year in which nine (9) years continuous service with the LDC is completed.

An employee will be entitled to four (4) weeks plus two (2) days vacation with pay in the year in which thirteen (13) years continuous service with the LDC is completed.

An employee will be entitled to five (5) weeks vacation with pay in the year in which sixteen (16) years continuous service with the LDC is completed.

An employee will be entitled to five (5) weeks and two (2) days with pay in the year in which twenty (20) years continuous service with the LDC is completed.

An employee will be entitled to six (6) weeks vacation with pay in the year in which twenty-five (25) years continuous service with the LDC is completed.

An employee will receive an additional one (1) day vacation in the year in which thirty (30) years of continuous service with the LDC is completed.

- 12.02 Vacation qualification period shall be from January 01 to December 31 each year.
- 12.03 Employees shall indicate their vacation choice, in writing, to their Department Head by March 31st of each year, and the Department Head shall post a vacation list by April 15th. In scheduling vacation, preference will be given in order of seniority when submitted prior to March 31.
- The LDC may not revoke an employee's scheduled holiday within fifteen (15) days prior to their vacation.
- 12.04 Where an employee is off work for three (3) or more consecutive months in a calendar year, the employee's vacation pay will be pro-rated based on time worked, save and except for the pregnancy/adoption/parental leave period as governed by the Employment Standards Act.
- 12.05 Employees requiring to be hospitalized for one (1) or more days during a scheduled vacation, shall be entitled to substitute sick leave for the equivalent time hospitalized.

- 12.06 Where it is mutually agreeable, an employee may carry over a maximum of one (1) weeks vacation to the following year (to be taken by April 1st of that following year). Requests for carry over must be made prior to September 1st.

ARTICLE 13 – SICK PAY ALLOWANCE

Sick Pay Allowance shall be as follows: -

- 13.01 Sick leave credits will be allotted on the basis of one and a half (1½) days per month, for a total of eighteen (18) days per year and shall accumulate to two hundred (200) days.
- 13.02 An employee must ensure that their illness is reported to Management prior to the employee's normal starting time. Sick pay benefits will be paid by the LDC due to an absence through illness or injury. After more than two (2) days, Management may require a Doctor's certificate stating the employee's fitness to return to work. After more than four (4) sick leave occurrences in any calendar year, the LDC may arrange and pay for a full functional abilities test confirming the employee's fitness to be at work and any restrictions to the employee performing their regular duties. The LDC will maintain the employee's wage rate during this process. The LDC will reimburse an employee for the standard cost of a Doctor's certificate upon proof of payment.
- 13.03 Sick pay credits are cumulative during the term of employment with the LDC.
- 13.04 Statement of the balance of days of sick pay credits accumulated by each employee shall be given to each employee quarterly.
- 13.05 When a regular employee, through his/her employment by the LDC, suffers a disability which is compensable under the Workplace Safety and Insurance Board Act, the LDC agrees to maintain the wage rate of the employee involved for a period of twelve months. To be eligible for the benefits above, the employee shall endorse all benefit cheques received by them, from the Workplace Safety and Insurance Board and turn them over to the LDC.

ARTICLE 14 – MEDICAL PLAN AND PENSIONS

The LDC agrees to pay one hundred percent (100%) of the premium cost of the following benefits: -

- 14.01 Employer's Health Tax;
- 14.02 The medical/surgical health plan as per the current specifications of the MEARIE, or the equivalent. Vision coverage to \$425.00, effective April 1, 2015 \$450.00 per family member, every two (2) years including one eye exam every two (2) years (if not covered by OHIP).
- 14.03 A long-term disability plan or the equivalent;
- 14.04 MEARIE current O.D.A. fee schedule; orthodontics cap to \$2,800.00.

- 14.05 Every probationary and regular employee will enroll in the OMERS Pension Plan. Contributions to this plan are split on a 50/50 basis between the LDC and the employee.
- 14.06 The LDC shall continue to pay for a period of time not to exceed eighteen (18) months from the first day of sickness or injury, the premium for benefits in this article of the Agreement.
- 14.07 From the eighteenth (18th) month to, and including the twenty-fourth (24th) month, the premium for benefits in this article of the Agreement shall be paid by the employee.

ARTICLE 15 – PROMOTIONS & TRANSFERS, LAY-OFF & RECALL

- 15.01 Length of continuous service with the LDC will be given consideration in making promotions, lay-offs, transfers or re-employment.
- 15.02 In making promotions and transfers among applicants, Management will consider the qualifications, skills and capability of all applicants within the Bargaining Unit. Where the above factors are relatively equal among applicants in Management's opinion, seniority shall govern.
- 15.03 a) In the case of lay-off and recall, the last employee hired shall be the first employee laid-off; provided the remaining employees are able to perform the work available. The first employee recalled shall be the last employee laid off, provided the employee is able to perform the work available.
- b) Any part-time employee working less than twenty-four (24) hours per week or any student will be laid off prior to any PWU member being laid off, providing the PWU member is capable of performing the work available. (The PWU member performing the work would maintain their employee status.) All PWU members will be recalled as per Article 15.03(a) prior to the hiring or recall of any part-time employee working less than twenty-four (24) hours or any student, provided the employee is able to perform the work available.
- 15.04 a) Outside employees who are temporarily assigned to a higher classification for a period of four (4) or more hours shall receive the rate of pay for such classifications, while so assigned. In no case will any employee receive less than their wage rate while so temporarily assigned.
- b) It is understood and agreed that with the small office force available, the LDC may fully and freely temporarily transfer its employees from one job classification to another job classification, to cope with and meet the demands of its customers and the work available. Where such temporary transfers extend beyond four (4) or more hours, the employee so transferred is to receive seventy (70) cents per hour or the hourly rate on the next wage progression of their own classification, whichever is greater, providing the increase does not exceed the top rate of pay for the temporary classification.
- 15.05 If any employee accepts a promotion outside of the bargaining unit and does not return to the bargaining unit within twelve (12) months of the date of the promotion, seniority within the bargaining unit will be lost for the purposes of layoff and recall only. If the employee returns on or before twelve (12) months, his/her seniority will continue to accrue from the date of promotion.

- 15.06 Notice of vacancies and of all newly created positions falling within the bargaining unit will be electronically sent to all employees and posted on the bulletin board for a period of five (5) working days. The notice will contain the particulars of the job, the deadline for applications, and the wage rate to be paid. If an employee is on a leave of absence, vacation and/or sick time during the five (5) day posting requirement, the employee is allowed to submit a late application within five (5) days of the internal posting closing date.
- 15.07 In Management's opinion, if there are not suitable applications from within the bargaining unit, Management reserves the right to make a selection from outside the unit or to withdraw the advertisement.

ARTICLE 16 – LEAVE OF ABSENCE

- 16.01 Leave of absence with pay will be granted to any employee for up to five (5) working days in order to arrange and/or attend the funeral in the event of the death of the employee's spouse, common-law spouse (includes same sex partner) or child.
- 16.02 Leave of absence with pay will be granted to any employee for up to three (3) working days in order to arrange and/or attend the funeral in the event of the death of the employee's: parent, brother, step-brother, sister, step-sister, parent-in-law, grandparents, sister-in-law, brother-in-law, grandparent-in-law, son/daughter-in-law and grandchildren.

With the foregoing provisions applying, one (1) day will be granted in the event of the death of uncles, aunts, nieces, or nephews.

- 16.03 Leave of absence with pay will be granted during working hours while discussing grievances arising out of the content of this Agreement with the Management or membership and the LDC. Permission for it must be obtained from Management in advance.
- 16.04 Leave of absence without pay may be granted to an employee to attend Union functions as an official delegate, provided one (1) week advance notice is given to the Supervisor.
- 16.05 The LDC agrees that representatives of the Bargaining Unit, involved in negotiations, shall receive full pay up until, but not including, conciliation and/or mediation utilizing the Ministry of Labour.

PREGNANCY, ADOPTION AND PARENTAL LEAVE

- 16.06 The LDC will operate in accordance with the Employment Standards Act.
- 16.07 Any employee desiring a leave of absence without pay may be granted such leave on reasonable notice to the LDC insofar as the regular operation of the department in which the employee is employed will permit. Any such leave of absence shall not exceed an amount, which in the opinion of the LDC, is reasonable. Benefits will be provided for any employee for any leave up to and including one (1) month duration. Approval for such leave should be requested one month prior to the date the leave is required. The LDC will make every effort to respond to the request within one (1) week. Where an employee has requested a leave of absence, it is understood that Article 12.03 takes precedence.

FAMILY LEAVE

- 16.08 General Leave – when, in the LDC's judgement, the circumstances warrant such action, leave of absence, with pay, will be granted. This leave is based upon reasons of personal emergency, such as severe illness in the immediate family, which necessitates remaining home until adequate arrangements could be made for outside help, or being at close attendance at a hospital. Also, in cases where an employee is faced with the effects of a severe storm, flood or fire.

JURY DUTY

- 16.09 Leave of absence, with pay, will be granted to duly subpoenaed employees called upon to perform jury duties, or act as a witness, upon submission of appropriate court documentation.

ARTICLE 17 – FIRST AID AND SAFETY

- 17.01 Safety sessions for the outside employees shall be held once every month. A joint agenda shall be produced and posted. Minutes of the meeting will be recorded, posted and filed.

Safety sessions for the inside employees shall be held once every three (3) months. A joint agenda shall be produced and posted. Minutes of the meeting will be recorded, posted and filed.

- 17.02 In order that all its employees may be aware of the precautions to be taken against accidents, the LDC shall issue, to all outside employees covered by this Agreement, a copy of the rule book issued by the Infrastructure Health & Safety Association or the successor association.
- 17.03 Both parties are committed to the health and safety of all employees as demonstrated in Halton Hills Hydro Inc. Joint Health and Safety Policy. The LDC will provide Core Certification Training for the bargaining unit member. Certified Health and Safety Representatives have the unilateral right to stop unsafe work.

ARTICLE 18 – PAY DAYS

- 18.01 Wages of all employees covered by this Agreement shall be paid on a weekly basis no later than normal closing time on Wednesday, except when a recognized holiday is observed on a Monday, then the employee's wages will be paid and pay statement issued no later than normal closing time on Thursday. This payment will be by direct deposit to a maximum of three (3) accounts in a Canadian Financial Institution designated by the employee. The LDC is responsible for the cost of depositing these funds to the employee's account.

ARTICLE 19 – TOOLS AND EQUIPMENT

- 19.01 The LDC will supply the necessary tools, gloves and equipment to carry out the service. An employee must return the worn out or broken article in order to receive a replacement. The employee will be responsible for proper care of all such tools.

CLOTHING

- 19.02 a) Clothing allowances will be issued annually, in accordance with the LDC Clothing Policy – Appendix “C-1”;

When it is necessary in any emergency for employees to work outside during wet weather, the LDC will supply rubber coats, hats and boots.

- b) The LDC will arrange for the supply and cleaning of coveralls for the Mechanic.

- c) Annual boot allowance to be included as outlined in Appendix C-1 for all A-1 employees required to wear protective footwear.

TRAINING COURSES

- 19.03 No overtime premiums for travelling time outside of normal hours shall be made in order to attend training courses. The principle for payment while attending training courses, will be to guarantee the employee's wage rate. Mileage will be paid as per LDC policy for travelling to and from the training centre, plus payment for any meals during the travelling period.

ARTICLE 20 – GENERAL

INCLEMENT WEATHER

- 20.01 When, in the LDC's opinion, the weather is unduly adverse, alternative work may be assigned within the normal scheduled hours of work. The intent of this provision is to protect the employee from potential health and safety risks.
- 20.02 It is understood, the above stipulations will not prevail under emergency conditions.

CORRESPONDENCE

- 20.03 All correspondence between the Parties, arising out of this Agreement, or incidental thereto, shall pass to and from the President of the LDC, with a copy to the appropriate Department Head, Utility Steward and the Executive Assistant.

ARTICLE 21 – WAGE CLASSIFICATIONS

- 21.01 The wage rates and classifications of employees covered by this Agreement shall be those shown in Appendix “A1”, “A2” and “A3” attached hereto, and forming an integral part of this Agreement.
- 21.02 The Employer shall prepare a new job description whenever the duties of a job change. When the duties of any job are significantly changed or increased, or where the Union/Employee feels that a job is unfairly or incorrectly classified, or when a new job is created, the wage rate shall be subject to negotiations between the LDC and the Union.

- 21.03 Progression shall be based on the qualifications as established in Appendix A1, A2 and A3, providing the employee has qualified themselves to the satisfaction of Management.
- 21.04 Should an employee not be progressed in accordance with Appendix A1/A2/A3, the Management of the LDC shall make it known to the employee(s) the reasons so that he/she can be in a better position to make every effort to improve.
- 21.05 A re-evaluation of progression, will be made six (6) months from the date of the first interview. Should an employee not be able to improve, to the satisfaction of the President or LDC, the LDC will have the right to dismiss him/her or assign him/her to other duties, if available, for which he/she is qualified.

ARTICLE 22 – COPIES OF AGREEMENT

- 22.01 The LDC shall have printed, sufficient copies of the Agreement, in booklet form, within thirty (30) days of signing. Both parties agree to share the cost equally.

ARTICLE 23 – DURATION OF AGREEMENT

- 23.01 This Agreement shall come into effect on the first (1st) day of April 2013 and shall remain in effect until the thirty-first (31st) day of March 2016 and thereafter from year to year, unless either party gives notice of a desire to revise this Agreement; and the reply to such notice must include a written presentation of any proposed revisions.

ARTICLE 24 – MID-TERM AGREEMENTS

- 24.01 Working conditions during this term of the Agreement shall be outlined in this Agreement and any Mid-Term Agreement(s). A Mid-Term is a modification of the Collective Agreement executed by the parties in the following format, during the term of the Collective Agreement.

(sample to follow)



MID-TERM AGREEMENT # _____

Title: _____

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

Halton Hills Hydro Inc.

Power Workers' Union

Date Signed: _____



COLLECTIVE AGREEMENT

between

HALTON HILLS HYDRO INC.

and

POWER WORKERS' UNION
CUPE LOCAL 1000

April 1, 2013 - March 31, 2016

SIGNATURE PAGE

Halton Hills Hydro Inc.

Power Workers' Union

Date

APPENDIX INDEX

Appendix A-1	40 Hour Wage Rates
Appendix A-2	35 Hour Wage Rates
Appendix A-3	37.5 Hour Wage Rates
Appendix B	Flex Time
Appendix C	Clothing Policy
Appendix C-1	Addendum to Appendix "C"
Appendix D	Lieu Time
Appendix E	Job Share Program
Appendix F	Christmas Shutdown
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Appendix H	Hours of Work Alternative – Line Section
Appendix I	Mechanic
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Appendix L	SouthWestern Energy Inc.

APPENDIX 'A-1'

40 HOUR WAGE RATES

Position

Increase
Apr 1/2013

Increase
Apr 1/2014

Increase
Apr 1/2015

Position

Increase
Apr 1/2013

Increase
Apr 1/2014

Increase
Apr 1/2015

LINE SECTION

2.65%

2.65%

2.70%

METER TECHNICIAN

2.65%

2.65%

2.70%

Foreman

41.22

42.31

43.43

44.60

Sub Foreman

39.01

40.04

41.10

42.21

Sub Foreman*

39.01

40.04

41.10

42.21

Journey person

36.80

37.78

38.78

39.83

Journey person

36.80

37.78

38.78

39.83

3rd Year

34.02

34.92

35.85

36.82

4th year

34.02

34.92

35.85

36.82

2nd year

29.58

30.36

31.16

32.00

3rd year

29.58

30.36

31.16

32.00

after 6 months

27.89

28.63

29.39

30.18

2nd year

27.89

28.63

29.39

30.18

starting rate

24.23

24.87

25.53

26.22

2nd 6 months

24.23

24.87

25.53

26.22

Starting Rate

20.59

21.14

21.70

22.29

DISPATCH CLERK

MECHANIC

2 1/2 years

27.64

28.37

29.12

29.91

2 1/2 years

32.90

33.77

34.66

35.60

18 months

26.23

26.93

27.64

28.39

18 months

31.33

32.16

33.01

33.90

1 year

24.83

25.49

26.17

26.88

1 year

29.75

30.54

31.35

32.20

after 6 months

23.46

24.08

24.72

25.39

after 6 months

28.19

28.94

29.71

30.51

starting rate

22.05

22.63

23.23

23.86

starting rate

26.62

27.33

28.05

28.81

ENGINEERING COORDINATOR

SENIOR ENGINEERING TECHNICIAN

2 1/2 years

36.02

36.97

37.95

38.97

2 1/2 years

37.40

38.39

39.41

40.47

18 months

34.20

35.11

36.04

37.01

18 months

35.53

36.47

37.44

38.45

1 year

32.41

33.27

34.15

35.07

1 year

33.66

34.55

35.47

36.43

after 6 months

30.61

31.42

32.25

33.12

after 6 months

31.81

32.65

33.52

34.43

starting rate

28.81

29.57

30.35

31.17

starting rate

29.92

30.71

31.52

32.37

ENERGY SERVICES COORDINATOR

ENGINEERING TECHNICIAN

2 1/2 years

33.61

34.50

35.41

36.37

2 1/2 years

32.90

33.77

34.66

35.60

18 months

31.90

32.75

33.62

34.53

18 months

31.33

32.16

33.01

33.90

1 year

30.23

31.03

31.85

32.71

1 year

29.75

30.54

31.35

32.20

after 6 months

28.54

29.30

30.08

30.89

after 6 months

28.19

28.94

29.71

30.51

starting rate

26.88

27.59

28.32

29.08

starting rate

26.62

27.33

28.05

28.81

SERVICE LAYOUT PERSON

STORES/BUYER

2 1/2 years

28.80

29.56

30.34

31.16

2 1/2 years

29.15

29.92

30.71

31.54

18 months

27.36

28.09

28.83

29.61

18 months

27.70

28.43

29.18

29.97

1 year

25.88

26.57

27.27

28.01

1 year

26.25

26.95

27.66

28.41

after 6 months

24.48

25.13

25.80

26.50

after 6 months

24.78

25.44

26.11

26.81

starting rate

23.02

23.63

24.26

24.92

starting rate

23.34

23.96

24.59

25.25

MAPPING/DRAFTSPERSON

SUBSTATION ELECTRICIAN

2 1/2 years

25.59

26.27

26.97

27.70

Journey person

36.80

37.78

38.78

39.83

18 months

24.29

24.93

25.59

26.28

3 rd Year

34.02

34.92

35.85

36.82

1 year

23.02

23.63

24.26

24.92

2 nd year

29.58

30.36

31.16

32.00

after 6 months

21.74

22.32

22.91

23.53

after 6 months

27.89

28.63

29.39

30.18

starting rate

20.49

21.03

21.59

22.17

starting rate

24.23

24.87

25.53

26.22

ENGINEERING CLERK

Labourer

2 1/2 years

27.64

28.37

29.12

29.91

2 1/2 years

25.31

25.98

26.67

27.39

18 months

26.23

26.93

27.64

28.39

18 months

24.06

24.70

25.35

26.03

1 year

24.83

25.49

26.17

26.88

1 year

22.79

23.39

24.01

24.66

after 6 months

23.46

24.08

24.72

25.39

after 6 months

21.52

22.09

22.68

23.29

starting rate

22.05

22.63

23.23

23.86

starting rate

20.27

20.81

21.36

21.94

MASTER ELECTRICIAN

Journey person

36.80

37.78

38.78

39.83

4th year

34.02

34.92

35.85

36.82

4th year

34.02

34.92

35.85

36.82

3rd year

29.58

30.36

31.16

32.00

3rd year

29.58

30.36

31.16

32.00

2nd year

27.89

28.63

29.39

30.18

2nd year

27.89

28.63

29.39

30.18

2nd 6 months

24.23

24.87

25.53

26.22

2nd 6 months

24.23

24.87

25.53

26.22

Starting Rate

20.59

21.14

21.70

22.29

Starting Rate

20.59

21.14

21.70

22.29

NOTE: Sub Foreman's top wage is calculated at 6% above the top journey person wage.

NOTE: Construction Foreman's top wage is calculated at 12% above the top journey person wage.

NOTE: Lead Hand rate is calculated at 3% above Journey person or, 3% above top rate of other applicable wage classification.



APPENDIX B

MID-TERM AGREEMENT #2013-01

Title: Flex Time

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

- The opportunity to work flex time shall be by mutual agreement between the employee and the management supervisor;
- Flex time agreement is driven by individual departmental needs and/or requirements and may not be appropriate for all departments;
- Flex time is on an hour-for-hour basis based on the employee's normal straight time hours;
- Flex time may include flex start and stop times, compressed work week, summer hours etc.;
- Operational effectiveness shall not be reduced as a result of a flex time arrangement;
- This Mid-Term may be revoked by either party with thirty (30) days written notice.

Halton Hills Hydro Inc.

Power Workers' Union

Date Signed: _____



APPENDIX C - Clothing

LETTER OF UNDERSTANDING #2013-01

Employees are required to perform their duties properly attired, for the reasons of safety and personal appearance.

The clothing will be supplied annually; the care and replacement of the provided articles of clothing will be the sole responsibility of the employee within each calendar year of issue. Employees will provide their sizing by May 1 of each year and will be ordered within five (5) days; and issued immediately upon receipt.

If an employee performs work out of uniform, the employee shall be sent home without pay until they return in full uniform.

Shorts or ripped uniforms will not be tolerated and any infraction of this Appendix will result in the above-mentioned consequences.

The annual issue of clothing shall be initiated upon the return of old uniforms. The LDC agrees to supply the following items of clothing to the listed departments:

Line Department	2 smocks, 2 overalls annually, and 1 pair of insulated overalls every two (2) years, 3 shirts and 2 pants.
Meter Department	1 smock, 1 overalls, 3 shirts and, 2 pants.
Layout & Locates,	1 smock, 1 overalls, 3 shirts and, 2 pants.
Stores/Buyer	1 smock, 1 overalls, 3 shirts and, 2 pants.
Mechanic	3 shirts, 2 pants and, coverall to be contracted.
Engineering **	1 smock, 1 overalls, 1 shirt and, 1 pants. ** to be replaced when worn out.

No other personnel shall be provided with clothing of any sort.

These items of clothing shall be provided over and above the normal rainwear and protective clothing requirements.

Management shall determine what type of clothing will be provided to the employees, and there will be no trading off for different articles of clothing.

Halton Hills Hydro Inc.

Power Workers' Union

Date Signed: _____



APPENDIX C-1

MID-TERM AGREEMENT #2013-02

Title: Clothing
Reference to: 19.02(a), 19.02(c) and Appendix C

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties:

For the duration of the current Collective Agreement, Article 19.02(a) and 19.02(c) will no longer apply to employees on Appendix A-1.

- The LDC will cover the costs up to a maximum of \$1,100.00, effective April 1, 2014 \$1,125.00 and, effective April 1, 2015 \$1,150.00 per employee (including applicable taxes) for the Lines Department/Substation Electrician/Electrician; up to a maximum of \$765.00, effective April 1, 2014 \$785.00 and, effective April 1, 2015 \$805.00 per employee (including applicable taxes) for the Metering and Locates/Layouts Departments, and; up to a maximum of \$530.00, effective April 1, 2014 \$545.00 and, effective April 1, 2015 \$560.00 per employee (including applicable taxes) for Stores/Buyer, Engineering and Mechanic, for the purchase of approved rated clothing and work boots (that meet or exceeds current legislation);
- In order to receive reimbursement for the purchase of work boots, original receipts must be submitted to the immediate supervisor for approval;
- The clothing will be ordered once per year, and arrangements will be made to have the supplier(s) come in during the first week of May and all orders will be taken that day;
- This will be the work uniform with a HHH logo – no other clothing will be worn or the employee will be sent home, without pay, to change and return to work;
- Any amount spent by the employee over the above-noted agreed-upon dollar amount, the employee will be notified of the amount, which will be deducted from the employee's subsequent pay; and
- This agreement can be terminated by either party with thirty (30) days written notice.

Halton Hills Hydro Inc.

Power Workers' Union

Date Signed: _____



APPENDIX D – Lieu Time

LETTER OF UNDERSTANDING #2013-02

1. GENERAL

All employees will be permitted to take time off in lieu of overtime pay, on a one (1) hour worked for one and a half (1.5) hours off basis, at a time mutually convenient to management and the employee.

2. DURATION

The program will run until the end of the current Collective Agreement.

3. OPERATING TERMS

- a) Banked lieu time may not exceed five (5) days at any given time;
 - b) Banked lieu time may not exceed ten (10) days in any calendar year.
4. Employees electing lieu time in place of overtime pay must do so prior to time sheets being submitted to Finance Department by their supervisor.
5. The minimum time that an employee may take off in lieu is one (1) hour.

Halton Hills Hydro Inc.

Power Workers' Union

Date Signed: _____



APPENDIX E

MID-TERM AGREEMENT #2013-03

Title: Job Share Program

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties:

Job sharing is a unique arrangement that requires a high level of cooperation and compatibility between the two individuals.

Because of these dynamics, the LDC and the Union feel that it is best left to individual employees to find an appropriate partner and establish an acceptable arrangement between them before approaching Management. The arrangements should be formalized in a Job Share Agreement which would cover issues such as hours of work, vacation coverage, etc.

1. Any action related to the concept of "job sharing" is intended to be mutually beneficial for all those involved. Although the words "job sharing" commonly describe the intent of this program, it is understood that officially, the LDC is agreeing to employ regular job-share employees subject to the principles and guidelines noted below and the most current Collective Agreement.
2. Participants in the job share program are responsible to Management, not to each other.
3. Job share employees shall be granted the pro-rated credit for seniority, statutory holidays, sick leave allowance and vacation pay, based on their hours worked. Proration of time based benefits will only be considered if the ratio of hours worked exceeds 50:50 in any calendar year and any resulting change must be accepted by all parties involved, including the Union, Management and job share participants. Employees may still belong to the OMERS Pension Plan as per the OMERS Pension Plan rules.

*Example: Employee has worked 3 years with the LDC.
Employee works 17.5 hours per week.
Employee would receive 3 calendar weeks' vacation at 17.5 hours pay per week.*

4. Any additional costs (ie Union dues) created by the job share program shall be paid by those employees participating in the program who created the extra cost. All premium based benefits shall be available to job share employees on a basis equal to regular employees, subject to the job share employees paying any added costs and subject to any restrictions which may be imposed by the carriers.

It is intended that the job share participants will each pay 50% of the premium based benefits, such as extended health, dental, vision and LTD plans, regardless of the actual hours worked. The intent is to avoid using hours worked to prorate the employee's share of the premium costs as this could result in the LDC paying more than the equivalent of one full time employee. The 50% of the premium costs will be deducted from the job share participant's pay. If the employee elects not to pay the 50% cost of the premium based benefits, such as extended health, dental, vision, and LTD plans, no coverage is provided. If the employee elects coverage they are entitled to 100% of the coverage offered by the carrier. The employee has the option to opt back into the plan as per the "regular" full time employees provided the carrier allows it. NOTE: There will be no Long Term Disability coverage as the current Long Term Disability Plan provided by the employer does not apply to persons working less than 20 hours per week for the employer

Example: Employee works 20 hours per week (2.5 x 8 hours in a 40 hour week). 50% of the premium cost of the health plan will be deducted from the employee's pay.

Employee works 17.5 hours per week (2.5 x 7 hours in a 35 hour week). 50% of the premium cost of the health plan will be deducted from the employee's pay.

5. The intent of the job share program is to have two employees share equally in a single full time job. It is intended that participating employees will work ½ of the normal hours and the sum of hours is equal to a full time job. It is recognized, however, that this may not be practical during short-term periods. No job share employee shall work less than 40% of the full time hours. Therefore the minimum job split shall be:

40% - 60% during the first or second 6 months of the calendar year

50% - 50% over the calendar year (+/- complete regular working days (ie) 7 or 8 hours

6. As a principle, overtime and pay shall be allocated in the same manner as if only one person was in the job. Therefore, an employee participating in the job share program may be required to work more than the normal working hours in a day with overtime hours paid at the overtime rate. No different treatment than full time employees.

Example:

In a 40 hour work week where the job split is 50/50, each employee would work 20 hours. Any hours worked beyond the 20 hours would require overtime payment.

In a 35 hour work week where the job split is 50/50, each employee would work 17.5 hours. Any hours worked beyond the 17.5 hours would require overtime payment.

When a statutory holiday falls in a 35 hour work week, 7 hours will be deducted from 35 hours. Job share partners will split the balance of the time for the week. 3.5 hours of

statutory holiday pay will be paid to each job share employee. Paid statutory days will be split 50/50.

Example:

-35 – 7 = 28 hrs / 2 = 14 working hours/job share employee

-7 hrs. stat/2=3.5 hours statutory holiday pay/job share employee

7. Job share employees who do not meet the time worked requirements shall be treated the same as a regular employee who was absent from the job.
8. To obtain a full time position in the future, a job share employee would have to be the successful applicant to an advertised position in compliance with the selection process of the Collective Agreement. *(except for situations arising from #10)*
9. Each participant in the job share program is entitled to union membership and voting privileges and must pay union dues.
10. Due to the dynamics of job share, the parties consider it appropriate to set a maximum of 6 months as the initial length of the job share arrangement to allow all concerned an opportunity for a trial period. Before the end of that period, an agreement amongst all parties must be made as to the course of the job share arrangement.

In cases of permanent job share, the job share partners are locked into their decision until they successfully apply to another position, leave the employ of the LDC etc. At that time, the remaining partner is required to undertake the job share position on a full time basis, with 30 days notice. Other attempts to find a job share partner may allow a continuance of the job share arrangement, but every job share partner should recognize the possibility of being required to work full time, as outlined. If another job share partner is found, this new arrangement is subject to a trial period.

If, at the end of the six month period, the job share agreement is discontinued, both partners would revert back to their pre-job share positions on a full-time basis.

11. Backfilling arrangements are to be discussed in advance and included in the job share agreement. It is appropriate to have job share partners backfill behind one another when on vacation, but not appropriate to insist on backfilling in sick leave situations etc., thereby creating a form of on-call.

For any long-term absence, the employer will give first consideration to the other partner for an increased work week up to and including regular full time. Remuneration will be on a regular time basis, not overtime. Otherwise, the employer may fill the vacancy as they deem appropriate. When a partner agrees to work full time, they are entitled to all rights and privileges of the Collective Agreement during the full time period. (ie) no prorating.

12. Job share employees shall schedule appointments during their own time, whenever possible.
13. Management reserves the right to limit the number and types of positions acceptable for job share.

14. If the two pre-positions of the job share applicants are not of the same wage classification or scale, then the job share position shall be the position that is at the lower wage.
15. If there are more than two applicants for a job share, first consideration will be given to the senior qualified applicant(s).
16. Applicants for job share will be selected from the regular full-time members of the bargaining unit.

Halton Hills Hydro Inc.

Power Workers' Union

Date Signed: _____



APPENDIX F

MID-TERM AGREEMENT #2013-04

Title: Christmas Shutdown

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties:

1. **Purpose and Term:** That Halton Hills Hydro Inc. will close for the period between Christmas and New Years. More specifically, for the two (2) days in between the Christmas/Boxing Day and the New Years holiday. That this closure will be done on a trial basis for 1996 and extended year by year unless either party gives notice to terminate.
2. **Method:** All employees will be afforded the opportunity to work overtime in order to bank sufficient lieu time and be allowed to apply vacation time, time-off earned in lieu of overtime, or leave of absence toward the days of the closure.
3. **On-Call Duty:** The On-Call staff would be excluded from the Christmas Shutdown and would be required to work the days between Boxing Day and New Years Eve at their regular rate of pay.
4. **Banked Lieu Time:** That banked lieu time would be extended from two (2) days to four (4) days as required.
5. **Notice to Terminate:** This Mid-Term Agreement can be terminated by either party at any time with one (1) month's written notice.

Halton Hills Hydro Inc.

Power Workers' Union

Date Signed: _____



APPENDIX G

MID-TERM AGREEMENT #2013-05

Title: On-Call Duty

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties:

1. If a recognized holiday falls and is observed on the changeover day (Friday), the employee coming on-call will start his on-call week on the day prior to the recognized holiday. In such instances, the employee going off-call on Thursday shall receive 6/7 of the on-call allowance for that week; and the employee coming on-call Thursday shall receive 8/7 of the on-call allowance for that week.
2. A communication device will be supplied on the understanding that employees on-call shall remain within thirty (30) kilometers of the Service Centre and keep the Answering Service informed as to where they can be reached by telephone.
3. **Notice to Terminate:** This Mid-Term Agreement can be terminated by either party at any time with one (1) month's written notice.

Halton Hills Hydro Inc.

Power Workers' Union

Date Signed: _____



APPENDIX H – Hours of Work Alternative

LETTER OF UNDERSTANDING #2013-03

Employees required to work in the field between Victoria Day and Labour Day will normally be required to take their lunch breaks on the job and in doing so will be paid for a 20 minute lunch break period. (Hours of work shall be Monday to Friday from 0730 hours to 1530 hours). Employees may continue this practice where mutually agreeable between Labour Day and Victoria Day. This Letter of Understanding applies to staff in the Line Section and the Substation Electrician.

This Letter of Understanding can be terminated by either party at any time with one (1) month's written notice.

Halton Hills Hydro Inc.

Power Workers' Union

Date Signed: _____



APPENDIX I – Mechanic

LETTER OF UNDERSTANDING #2013-04

The mechanic will be paid an additional 20% premium for all work performed on town vehicles. This premium is pensionable under the employee's pension plan.

Halton Hills Hydro Inc.

Power Workers' Union

Date Signed: _____



APPENDIX J – Lead Hand – Substation Electrician

LETTER OF UNDERSTANDING #2013-05

By signing this Letter of Understanding, we hereby acknowledge that the qualified Senior Engineering Technician is temporarily acting as the Lead Hand over the Substation Electrician Apprentice for the period of November 2011 to October 31, 2014 and, will be compensated at 3% over the current wage category.

It is anticipated that the Substation Electrician Apprentice will complete the apprenticeship training program and certification by the end of October 31, 2014. Should there be any delay in completion of the apprenticeship training program and certification, the Senior Engineering Technician will be compensated at 3% over his/her current wage until such time as the Substation Electrician apprenticeship training program and certification is completed.

Appendix H – Hours of Work Alternative - Letter of Understanding, will apply to the Lead Hand Substation Electrician until the expiry date noted above.

Appendix C-1 – Clothing – Mid-Term Agreement 2013-02, the Lead Hand Substation Electrician will receive the same entitlements as the Lines Department until the expiry dated noted above.

Halton Hills Hydro Inc.

Power Workers' Union

Date Signed: _____



APPENDIX K – Joint Benefits Committee – Retirees Aged 55 - 65

LETTER OF UNDERSTANDING #2013-06

The parties agree to form a joint committee consisting of two (2) PWU representatives, selected by the Union, and two (2) Employer representatives to research an affordable and adequate benefits plan for retirees aged fifty-five (55) – sixty five (65).

The parties agree that any introduction and maintenance of the plan mentioned above will be at no additional cost to the employer. It is understood that the retired employee will pay for the cost of the plan.

The parties agree that the premiums for the plan mentioned above will be at no added cost to the employer.

The parties agree that all proposed details/implementation will be outlined in a joint document.

This committee shall be formed within ninety (90) days of ratification; shall solicit input and utilize resources as required; and, shall complete their work within one hundred and fifty (150) days of ratification.

Halton Hills Hydro Inc.

Power Workers' Union

Date Signed: _____



APPENDIX L

MID-TERM AGREEMENT #2013-06

Title: SouthWestern Energy Inc.

During the 2013 negotiations, the parties discussed the creation of a separate Collective Agreement to cover off SouthWestern Energy Inc. Management indicated the need due to growth within SouthWestern Energy Inc. and, also to be compliant with the Affiliate Relationship Code.

The parties agree to the following:

1. The current Collective Agreement with all amendments made during the 2013 negotiations will flow across to SouthWestern Energy Inc.
2. Brad Miller will have full access to all vacancies within Halton Hills Hydro. The employee mentioned will have rights to Article 15 within the Halton Hills Hydro Collective Agreement if there is any downsizing within SouthWestern Energy Inc. The employee mentioned will have the above rights until he achieves thirty-five (35) years of OMERS credited service.
3. Jeff Newman will have full access to vacancies within Halton Hills Hydro for the term of the Collective Agreement. The employee mentioned will have full rights under Article 15 of the Halton Hills Hydro Collective Agreement if there is any downsizing within SouthWestern Energy Inc. for the term of the Collective Agreement.
4. The parties agree that if the PWU membership within SouthWestern Energy Inc. does not double in size by the end of the term of the Collective Agreement, all PWU and SouthWestern Energy Inc. employees revert back to Halton Hills Hydro with all rights as if there was no transfer of employees to SouthWestern Energy Inc.

Halton Hills Hydro Inc.

Power Workers' Union

Date Signed: _____