

## ORANGEVILLE HYDRO LIMITED

Hereinafter referred to as

"the Employer"<br>and

# POWER WORKERS' UNION (CUPE Local 1000) 

Hereinafter referred to as
"the Union"

OCTOBER 1, 2023 TO SEPTEMBER 30, 2027

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## ARTICLE 1 - PURPOSE AND COVERAGE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees, and to provide an orderly and amicable method of settling differences or grievances which might possibly arise.

## ARTICLE 2 - MANAGEMENT'S RIGHTS

2.01 The Union agrees that the Employer has the exclusive right to manage the Employer's affairs, to direct staff, and to hire, promote, transfer, layoff, suspend, discharge or discipline employees for just cause.
2.02 The Employer also has the right to make and alter from time to time, rules and regulations to be observed by the employees, provided that no change shall be made by the Employer in such rules and regulations without prior notice to, and discussion with the Union at Labour Relations meetings.
2.03 The Employer agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement, may be treated as a grievance and processed in accordance with Article 4.

## ARTICLE 3 - UNION RECOGNITION AND SECURITY

3.01 The Employer agrees to recognize the Union as the exclusive collective bargaining agent for all employees (including part-time) of Orangeville Hydro Limited, save and except supervisors, persons above the rank of supervisor, the Finance \& Regulatory Analyst, Marketing \& Communications Coordinator, Senior Accountant, and cooperative/students employed during the school vacation period, in respect to hours of work, wages and working conditions.
3.02 It is agreed that all employees eligible to become members of this Union will pay an amount equal to the current monthly dues as a condition of employment.
3.03 Each week, the Employer shall deduct an amount (or amounts) equivalent to regular weekly union dues from each employee in the bargaining unit. The monies deducted shall be remitted to the Union's Financial Officer prior to the end of each following calendar month. The President or the Financial Officer of the Union shall notify the Employer, in writing, of the amount of such weekly dues to be deducted under this section and, from time to time, of any changes in the amount thereof. Payroll deductions will not include any fines. Union dues will be included on the employee's T4 slip. Deductions to commence from date of hire.
3.04 In consideration of the deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of, or resulting from the collection and forwarding of these dues.
3.05 The Employer and the Union agree that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation or stronger disciplinary action, exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation
or handicap.

## ARTICLE 4 -GRIEVANCE PROCEDURE

4.01 Complaints and grievances with respect to the interpretation, application, administration or alleged violation of the provisions of this agreement shall be dealt with in the following manner, and all grievances must be in writing and submitted to Management within fifteen (15) calendar days of the alleged grievance. Replies to grievances will also be in writing at all stages.
4.02 Step 1:

The employee, with the assistance of a steward, will take the grievance up with the immediate Management supervisor. Failing settlement at this level within one (1) calendar week, the employee, within two (2) calendar weeks from Management's reply, may then proceed to Step 2.
4.03 Step 2:

The employee, with the assistance of a steward, will take the grievance up with the Department Head. Failing settlement at this level within one (1) calendar week, the employee, within two (2) calendar weeks from Management's reply, may proceed to Step 3.
4.04 Step 3:

The employee, with the assistance of a steward and/or a Union representative, will take the grievance up with the President, at which time any or all of the people concerned may be present. Failing settlement at this level within thirty (30) calendar days, the matter may then be referred to arbitration.

Policy Grievance
It is agreed that a grievance arising directly between the Employer and the Union shall be originated in writing either directly to the Union Steward, or the Business Representative of the Union or the President and Secretary of the Employer within fifteen (15) working days of the incident giving rise to the grievance. The grievances shall be processed commencing at Article 4.04, Step 3. However, it is understood that the provisions of this section may not be used with respect to a grievance that could have been filed by an employee or a group of employees and that the regular grievance procedure shall not be thereby bypassed except by consent of both the Employer and the Union.

Arbitration
It is agreed by the parties hereto that any grievance relating to the interpretation, application, administration or alleged violation of this Agreement which cannot be settled after exhausting the grievance procedure will be settled by arbitration as defined in the Ontario Labour Relations Act. No Board of Arbitration shall have the power to alter the provisions of this Agreement or to substitute any new provisions for any existing provisions. Each party to this Agreement will bear the expenses and fee of its arbitrator and the parties will share equally the expenses and fees of the Chairman.
4.07 As an alternative to Board of Arbitration a sole arbitrator may be used if there is a mutual Agreement between both parties.
4.08 It is understood that the time limits as provided may be extended by mutual written Agreement of the parties. If the time limits provided above and mutually agreed upon time extensions are not observed by the Union, the grievance will be considered abandoned. If such time limits and any agreed upon time extensions are not observed by the Employer, then the grievance will be considered to have advanced to the next stage of the Grievance Procedure.
4.09 If a grievance involves suspension or discharge of an employee, the grievance shall commence at Step 3.
4.10 As an alternative to Article 4.06 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 for one half ( $1 / 2$ ) of the expenses and remuneration of the Mediator/Arbitrator.

## ARTICLE 5 - NO STRIKES OR LOCKOUTS

5.01 The Union and the Employer agree that, for the duration of this Agreement there will be no strike or lockout as defined in the Labour Relations Act.

## ARTICLE 6 - HOURS OF WORK AND OVERTIME RATES

6.01 The hours of work as follows shall be considered normal working hours and paid at the regular straight time rate of pay as shown on Schedule "A" and Schedule "B".
6.02 (a) Operations Department Employees

The regular work week of Operations Department employees covered by this Agreement shall be forty (40) hours of work per week consisting of five (5) consecutive days of eight (8) hours each, Monday to Friday, between the hours of 07:30 and 16:30 with a thirty (30) minute unpaid lunch (not to be in conflict with the Employment Standards Act of Ontario).
(b) Administration Department Employees

The regular work week of Administration Department Employees covered by this Agreement shall be thirty-seven and one-half (37.5) hours per week consisting of five consecutive days of seven and one-half (7.5) hours each, Monday to Friday, between the hours of 07:30 and 16:45 with a thirty (30) minute unpaid lunch (not to conflict with the Employment Standards Act of Ontario)
(c) Any changes of hours of work for Operations and Administration employees shall be discussed at Labour Relations Committee meetings.
6.03 (a) All work performed at other than the regular working hours shall be considered as overtime and payment shall be at the rate of two (2) times the employee's regular straight time rate of pay.
(b) All work performed on a paid holiday as defined in Article 7, shall be paid at the rate of two (2) times the employee's regular straight time.
6.04 (a) Overtime Cancellation Payments - All overtime cancelled within eighteen (18) hours of its scheduled commencement shall result in a cancellation payment of two (2) hours at straight time rate except in the following circumstances:

1. Overtime arranged during normal scheduled hours as an extension to those normal scheduled hours requires no cancellation payments.
2. Overtime arranged as an extension before the normal hours of work requires no cancellation payment if cancelled with more than sixteen (16) hours' notice prior to its commencement.
(b) Overtime Minimum Payments

All scheduled overtime performed, or reported for due to lack of notice of cancellation, shall result in a minimum payment of the greater of two (2) hours at straight time pay or the actual time worked at the appropriate premium rate.
(c) When employees are called out for emergency work at other than the normal hours of work, a minimum call-out of two (2) hours at the prevailing overtime rate will be paid, except where two (2) or more calls fall within the two (2) hour period, in which case time will be continuous.
i. 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 thirty (30) minutes of the normal starting time. Payment for such work will be at the appropriate overtime rate.
(a) On-Call

It is agreed that two hundred and seventy-five dollars (\$275.00) effective October 1, 2023, three hundred dollars (\$300.00) effective October 1, 2024, three hundred and twenty-five dollars (\$325.00) effective October 1, 2025 per week shall be paid to employees required to be on on-call duty on an alternating basis, which shall not be affected by call-outs, as set forth in this Article.
(b) Should a holiday (as defined in Article 7) fall during an employee's on-call period, the employee shall be paid an additional sixty dollars (\$60.00) effective October 1, 2018, sixty five dollars ( $\$ 65.00$ ) effective October 1, 2020, and seventy dollars ( $\$ 70.00$ ) effective October 1, 2022 for that holiday.
(c) The Employer shall supply a cellphone to employees who are on call. If the Employer does not supply a cellphone, they shall pay thirty dollars (\$30.00) per month towards the Employee's personal communication device.
(d) The Employer shall provide a vehicle for the person on call for use on Employer business only and for travel to and from work.
6.06 Employees on on-call duty shall remain within a 35-minute radius of the work centre and available by direct telephone contact from which they shall be ready to proceed to their work location immediately upon notification of trouble from any source. It shall be the responsibility of the employee on-call to keep the answering service informed of the phone number at which they can be reached.
will not perform work for any other authority than the Employer.
6.08 An employee shall receive a meal allowance of eighteen dollars (\$18.00) when working unscheduled overtime for one (1) hour or more prior to normal starting time, two (2) hours past normal quitting time or four (4) consecutive hours. This article does not apply when the Employer provides a meal for the employee (effective upon ratification).
6.09 Break periods of fifteen (15) minutes each are permitted twice each day at a time mutually agreed. There will be no loss of pay during these periods.

## ARTICLE 7 - PAID HOLIDAYS

7.01 (a) The following holidays shall be observed with pay:

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

Dates observed as holidays shall be posted by January 30 for the calendar year.
(b) Three (3) floater days to be taken at a mutually agreeable time between the employee and the Employer shall also be granted with pay.
(c) In addition the one- half (1/2) working day prior to Christmas Day and the one- half (1/2) working day prior to New Year's Day shall be observed with pay.
7.02 Whenever a holiday falls on a Saturday or Sunday, it shall be observed on the following Monday, or the day set aside by the Federal or Provincial Government or local council.
7.03 Regular and probationary employees who are not required to work on a day observed as a holiday, shall receive eight (8) hours regular straight time rate of pay for employees listed on Appendix "A" Operations and seven and one-half (7.5) hours regular straight time rate of pay for employees on Appendix "B" Administration.

## ARTICLE 8 - ANNUAL VACATIONS

8.01 Vacation pay shall mean the normal basic earnings of the employee immediately prior to the date on which vacations monies become payable. In any event, and in the case of probationary employees, vacation payments will be made in accordance with the Employment Standards Act.
8.02 For the first two (2) years of employment an employee will be entitled to one (1) day vacation per month to a maximum of ten (10) days per year.
8.03 During the first six (6) months of employment no vacation can be taken.
8.04 The year in which the employee completes their third year of employment and
annually thereafter, fifteen (15) days' vacation with pay shall be granted.
8.05 The year in which the employee completes their eighth year of employment and annually thereafter, twenty (20) days' vacation with pay shall be granted.
8.06 The year in which the employee completes their eighteenth year of employment and annually thereafter, twenty five days (25) vacation with pay shall be granted.
8.07 The year in which the employee completes their twenty-fifth year of employment and annually thereafter, thirty days (30) vacation with pay shall be granted.
8.08 The year in which the employee completes their thirtieth year of employment and annually thereafter, thirty (30) days plus two (2) extra days' vacation with pay shall be granted.
8.09 When vacations are in excess of two (2) weeks, only two (2) weeks may be taken between June 15 and Labour Day. Requests to take in excess of two (2) weeks' vacation during this period will be considered on an individual basis and may be granted solely at the discretion of Management.
8.10 Under special circumstances, requests to carry over up to one-week (5 days) vacation to the next year may be considered on an individual basis and may be granted solely at the discretion of the Management. Such carry-over days must be taken prior to March 31.
8.11 If during vacation an employee is confined to hospital, the employee shall have the right to cease vacation and utilize sick leave credits. Any such displaced vacation shall be taken at a mutually agreeable time between Management and the employee. The employee shall promptly on their return to work and at their own expense furnish Management with a statement from the attending physician certifying the employee's capability to return to work. The cost of this medical certificate/statement shall be at the expense of the Employer.
8.12 Employees leaving the employ of the Employer during the vacation year shall be paid for their earned vacation and unused vacation for which they have not been paid.

## ARTICLE 9 - SICK LEAVE (SHORT \& LONG TERM DISABILITY)

9.01 Short Term Disability (0 to 15 weeks)

Employees will be granted twelve (12) days per year (one (1) day per month) as one hundred percent ( $100 \%$ ) paid sick leave, to a maximum of seventy five (75) working days (fifteen (15) weeks). Illness will require a doctor's certificate if requested by Management. Monthly accumulation of one hundred percent (100\%) paid sick days will accrue provided the employee has worked at least seventy five percent (75\%) of the working days in the month, excluding vacations, paid holidays and paid leave of absence.
9.02 (a) Where an employee has not accumulated seventy-five (75) workdays of one hundred percent $(100 \%)$ sick leave, the difference between the accumulated one hundred percent ( $100 \%$ ) days and the maximum of seventy-five (75) workdays, shall be paid at sixty-seven percent (67\%) of earnings.
(b) If an employee runs out of one hundred percent (100\%) paid sick leave, there will still be up to seventy-five (75) workdays (fifteen (15) weeks) of disability coverage at sixty-seven percent (67\%) of earnings for any unrelated disability, due to accident or injury.
9.03 Exclusions:

The Short Term Disability plan in 9.01 and 9.02 does not cover disabilities or claims resulting from:

1. While on Pregnancy and/or Parental Leave
2. Intentionally self-inflicted injuries while sane or insane.
3. War service in the armed forces, or participation in a criminal act.
4. Accidental injuries arising out of or in the course of your employment, or disease covered by the Workplace Safety and Insurance Act or similar legislation.
9.04 Attendance Bonus

An employee who has been absent less than five (5) days due to accident, or illness or medical appointments within a calendar year shall receive a cash bonus equal to fifty percent ( $50 \%$ ) of the value of the unused time less than five (5) days.
9.05 Long Term Disability

The Employer agrees to pay the cost of premiums to provide a long term disability plan, to commence after one hundred and five (105) calendar days (fifteen (15) weeks) from the date of disability which includes the period of payment under the terms of the Short Term Disability coverage, providing sixty-six and two-thirds percent ( $662 / 3 \%$ ) of monthly earnings to a maximum of four thousand dollars $(\$ 4,000)$ effective date of ratification, five thousand dollars $(\$ 5,000)$ effective October $1^{\text {st }}, 2026$. While an employee is in receipt of this benefit the Employer shall continue to pay its share of the cost of premiums for employee benefit plans for a period of up to twelve (12) months, which includes the one hundred and five (105) calendar day (fifteen (15) week) waiting period.
9.06 Employees are expected to make every reasonable effort to make doctor and dental appointments outside of their hours of work. However, when circumstances require such an appointment to be made during working hours, the employee is expected to make the appointment at the beginning or end of their workday. Requests for paid time off to attend doctor/dental appointments may be denied should the Employer determine these conditions are not being met. Any approved time off will be charged against the employee's sick leave credit.
9.07 If the Employer requires a medical note from a qualified physician indicating that the employee is fit to return to work and any work restrictions, the cost of this medical note shall be at the expense of the Employer.

## ARTICLE 10 - HEALTH INSURANCE

10.01 The Employer agrees to pay one hundred percent (100\%) of the cost of premiums of the MEARIE Extended Health Care Plan or its equivalent. The Employer agrees to provide and contribute to the cost of premiums of the plan while the employee is in receipt of normal base wages, or on sick leave, Worker's Safety and Insurance Board payments, or paid leave of absence.
10.02 The Employer agrees to pay one hundred percent (100\%) of the cost of premiums of the MEARIE Dental Plan or equivalent. Current Ontario Dental Association (ODA) fee schedule to be maintained during this Agreement.
10.03 The Employer agrees to pay one hundred percent (100\%) of the cost of premiums of the MEARIE Vision Care, or equivalent, which allows up to $\$ 425$ effective ratification, $\$ 500$ effective October 1, 2026 towards the purchase of prescription eye wear every twenty-four (24) months.
10.04 The Employer to pay fifty percent (50\%) of cost of premium for Extended Health Care Plan, Dental Plan, and Vision care as outlined in Articles 10.01, 10.02 and 10.03 for retirees who were hired before September 30, 2018 and who have a minimum of fifteen (15) years of service with the Employer. To remain in effect until the retiree reaches the age of sixty-five (65) years old or accepts benefits from another provider.

## ARTICLE 11 - PENSION AND LIFE INSURANCE

11.01 The Employer and the employees shall participate in the Ontario Municipal Employees Retirement System, the Canada Pension Plan and the Group Life Insurance Plan as established.

## ARTICLE 12 - SENIORITY, JOB POSTING, LAYOFF AND RECALL

12.01

## Seniority

(a) Seniority is defined to mean the relative status of employees in the bargaining unit as measured by the length of service with the Employer, excluding any period exceeding three (3) months, in which the employee is not at work due to illness, injury, leave of absence or layoff.

This article is not to be in conflict with the Employment Standards Act of Ontario or any other government legislation.
(b) An employee shall lose seniority and have their name removed from the records if they:

1) Quit voluntarily;
2) Are discharged and not reinstated through the grievance procedure;
3) Retire;
4) Are laid off for a period exceeding twelve (12) calendar months;
5) Fail to report to work after a layoff within ten (10) working days of recall, notice of which has been sent by registered mail by the Employer to the last address which the employee left with the Employer;
6) Are absent from work for three (3) working days or more without leave, unless it is not physically possible to notify Management.
7) Are absent from work for any reason for twenty four (24) consecutive months.

The provisions of this article not to be in conflict with the Employment Standards Act of Ontario for pregnancy and parental leave.
12.02 (a) When vacancies occur or new jobs above the rank of beginner are created, these
positions will be posted on a bulletin board accessible to all employees for a period of seven (7) working days during which time present employees will have an opportunity to apply before outsiders are considered. A copy of the job postings will be sent to the employees work email.

The Employer will provide the Union Steward with the name, start date and position of all new hires, once the employment contract has been signed and received.

Should a bargaining unit member not be selected to fill a posted position for which they have applied, the Employer upon receiving a request from the employee, shall meet and discuss the reasons the employee was not successful for the position.
(b) When promoting, demoting or transferring employees covered by this Agreement, qualifications and ability to perform the job satisfactorily shall be the primary consideration. In cases where qualifications and ability are equal among the applicants, seniority shall govern.
(c) Seniority in the Event of a Promotion Outside the Bargaining Unit

If an 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, their seniority will continue to accrue from the date of promotion.
12.03 (a) Layoff and Recall

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority provided they are qualified to do the work. An employee will remain eligible for recall for a period of one (1) year from the date of layoff. An employee laid off in one classification will be given the opportunity of displacing an employee with less seniority in a similar or lower classification within the bargaining unit, provided the senior employee has the ability and qualifications to perform the job in a manner which will not affect the efficiency of the department beyond a twenty (20) working day familiarization period.
12.04 No new employees will be hired until those laid off have been given an opportunity of re-employment.

## ARTICLE 13 - LEAVE OF ABSENCE

13.01 (a) In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay for regularly scheduled work days for a period of up to five (5) consecutive working days to make arrangements for or to attend the funeral or to an estate settlement. Immediate family to mean: spouse, son or daughter
(b) In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay for regularly scheduled work days for a period of up to three (3) consecutive working days to make arrangements for or to attend the
funeral or to an estate settlement. Immediate family to mean: father, mother, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandchild or any relative living with the employee.
(c) In the event of the death of a sister-in-law, brother-in-law, niece, nephew, aunt or uncle of an employee, the employee will be granted a leave of absence with pay on the day of the funeral in order to attend the funeral.
13.02 A leave of absence with pay will be granted upon reasonable notice to the Employer insofar as the regular operation of the department will permit.
These leaves will be granted to persons delegated to represent the membership at Union functions, provided such leave does not exceed five (5) working days, in any one instance. The union will compensate the Employer in the following manner:
(i) Combined absences up to and including fifteen (15) person days - normal rate of pay plus forty-five percent ( $45 \%$ ) payroll burden will be reimbursed. Any absences in excess of the fifteen (15) person days - normal rate of pay will be paid plus the Employer's normal operating overheads.
(ii) The Employer agrees to maintain the rate of pay for time spent by employees at grievance meetings if held during regular working hours. No payment shall be made for arbitration or mediation.
13.03 The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee regular earnings at regular rate of pay, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and endorse payment received for jury service or court witness to the Employer.
13.04 Any employee desiring a leave of absence without pay may be granted such leave on reasonable notice to the Employer insofar as the regular operation of the department in which they are employed will permit. Any such leave of absence shall not exceed an amount, which in the opinion of the Employer, is reasonable.
$13.05 \quad$ Pregnancy/Adoption/Parental Leave(s)
Any employee of the Employer that has completed thirteen (13) weeks of employment will be eligible for the above provisions as outlined in the Employment Standards Act.
13.06

Pregnancy/Adoption/Parental Leave
An employee who is pregnant and who started employment with the Employer at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay in accordance with the Employment Standards Act of Ontario.

An employee who has completed at least thirteen (13) weeks of employment with the Employer and who is the parent of a child is entitled to a leave of absence without pay following either the birth of the child, or the coming of the child into the custody, care and control of the parent for the first time, in accordance with the provisions of the Employment Standards Act of Ontario.

The provisions of the Employment Standards Act will apply with respect to seniority and benefit plans. Details regarding both pregnancy leave and parental leave will
be made available.

## ARTICLE 14 - ALLOWANCES

14.01 Clothing

The Employer will supply to regular and probationary employees engaged in line work or other rough work, leather gloves which must be worn by the employees engaged in this type of work. These gloves will be replaced free of charge, when worn out gloves are turned in to the Management.
14.02 (a) Regular employees required to work in a potential flash area must wear fire retardant clothing and each of these regular employees will initially be provided with the following:

- Five (5) long-sleeve rugby shirts
- Three (3) pairs of pants
- One (1) summer jacket
- One (1) winter jacket
- One (1) pair of coveralls
- Rain gear

Worn, damaged or unsafe fitting fire retardant clothing will be replaced October $1^{\text {st }}$ of each year with management approval.
(b) An allowance of two hundred dollars (\$200.00) per contract year shall be paid to regular employees classified as Line Technician, Engineering Technician, Utility Person, and Ground man towards the purchase of approved work clothing. Payment to be made upon an itemized receipt of purchase.
14.03 An allowance of two hundred and eighty-five dollars (\$285.00) effective upon ratification, two hundred and ninety-five dollars (\$295.00) effective October 1, 2024, three hundred and five dollars ( $\$ 305.00$ ) effective October 1, 2025 shall be paid per contract year towards the purchase of CSA approved safety boots for all employees required to wear them, upon surrender of a receipt of purchase or repair.
14.04 Employees required to use their own automobiles on Employer business shall be paid the composite rate set by the Canada Revenue Agency annually.

Tools and Equipment
The Employer agrees to provide such tools and equipment which are, in the Employer's opinion, necessary to carry out the work involved in maintaining service. An employee must return worn out or broken articles in order to receive replacement. An employee will be responsible for replacement of lost tools and equipment for which they have signed for.
14.06

Worker's Compensation
Where a regular employee is unable to work due to a compensable injury suffered in the performance of their duties with the Employer, pending a settlement of the insurable claim, the Employer shall continue to pay the cost of premiums for employee benefits plans for a period of up to twenty-four (24) months.

## ARTICLE 15-COMMITTEES AND STEWARDS

15.01 The Employer acknowledges the right of the Union to appoint or otherwise select committees and stewards in accordance with the sections of this article. The Union shall advise the Employer of the names of personnel serving on these committees and as stewards, it being agreed to limit stewards to one and one alternate steward to act only in the absence from work of the regular steward.
15.02 It is acknowledged by the Union that stewards and committee members have regular duties to perform on behalf of the Employer and that such persons will not unduly absent themselves from their duties without the expressed permission of the Employer and that with this understanding, the Employer will not make any pay deductions for attending such meetings during working hours.
15.03 Labour Relations Committee Consisting of a maximum of two (2) stewards and Representative(s) of the Union and Employer representatives with the responsibility of dealing with matters of Labour Relations. The Employer will consult with the Union prior to implementing, altering, or deleting Employer Policies, procedures and directives. Regular scheduled meetings will be held bi-monthly if required, at a time mutually agreeable to the Union and the Employer representatives. An agenda outlining the matters for discussion will be submitted by each party to the other not less than two (2) working days prior to the scheduled meeting, except in cases of emergency.

### 15.04 Union Negotiating Committee

 Consisting of two (2) regular employees of the Employer and/or a PWU Representative(s), for the purpose of collective bargaining. Two (2) employees of the Employer who are designated by the Union to attend negotiating meetings during regular working hours with the representatives of the Employer shall not suffer any loss of regular pay by reason of such attendance with the Employer representatives, up to a maximum of three (3) days, but not including Conciliation.Joint Health and Safety Committee
Both parties are committed to the health and safety of all employees as demonstrated in the Orangeville Hydro Joint Health and Safety Policy. The Employer will provide Core Certification Training for the bargaining unit member. Certified Health and Safety Representatives have the unilateral right to stop unsafe work.

## ARTICLE 16-GENERAL

16.01 Inclement Weather

Where in the opinion of Management, normal work of non-emergency nature cannot be continued during regular working hours by the reason of unduly adverse weather conditions, all reasonable steps will be taken to provide alternative work.

Training School
When an employee has been selected by the Employer to attend a training school, the Employer agrees to maintain the employee's normal earnings, exclusive of overtime, for the period the employee is attending such training school. The Employer further agrees to pay for the employee's meals and lodging if applicable. An employee shall not receive any compensation for travelling time or study periods
outside normal working hours.
16.03 Gender and Number

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 hereto so requires.

### 16.04 Employee Definitions

(a) Temporary

Temporary employees are persons hired for periods of limited duration of up to six (6) months to perform work in positions which are not likely to become part of the Employer's continuing organization. Such positions may be extended for an additional six (6) months, by mutual agreement with the Union. Any temporary employee who is hired into a full-time position, and who successfully completes the probationary period, shall have their continuous service recognized as seniority and credited back to the most recent date of hire.
(b) Temporary Part-Time and Temporary Employees

Temporary part-time and temporary employees shall not be entitled to the benefits of Articles 7, 8,9,10,11,12,13 and 14. This article not to be in conflict with the Employment Standards Act of Ontario, Ontario Municipal Retirement System (OMERS) or any other government legislation.
(c) Part-Time Employees

The establishment of a regular part-time position is a joint decision of local management and the utility steward made in the spirit of trust and co-operation. The parties will ensure that regular part-time positions are appropriately used to maintain corporate effectiveness, not split a regular full-time position.

Regular part-time employees are regularly employed on an average of twenty-four (24) hours or less per week calculated on a monthly basis. They are employed for a minimum of sixteen (16) hours per month. Regular part-time employees are treated as regular employees except where noted otherwise.

Pro-Ration Formula: Benefit for regular part-time employees are optional based on a pro-ration formula to a maximum of fifty percent (50\%) paid by the Employer.
(d) When a new employee is hired they shall serve a probationary period of six (6) months. During this period the employee shall receive all benefits of this collective Agreement, unless otherwise specified. Probationary employees shall not be permitted to lodge a grievance on discharge. Employees retained past the six (6) month probationary period shall be deemed satisfactory placed on the seniority list, and credited with seniority and sick leave accumulation from the most recent date of hire.
(e) A full-time regular employee is an employee who has successfully completed the probationary period.
the Employer shall arrange for the printing of sufficient copies of this Agreement with the cost of such printing to be borne equally by the Employer and the Union.
16.06 Access to Personnel File

Employees shall have reasonable time to access their personnel file during regular working hours. Permission shall be granted by the employee's immediate supervisor, at a mutually agreed upon time.
16.07 Bulletin Board

The Employer will make available a bulletin area for the posting of Union notices, meetings, social and recreational activities. This information will be posted and removed by the Steward.
16.08 Job Sharing

Job sharing arrangements shall be as per Appendix A entitled Job Sharing at Orangeville Hydro.
16.09 Purchased Services Agreement

During the term of this Agreement, no regular employee will be declared surplus in their position as a result of the use of purchased services to perform the work performed by bargaining unit employees.

Any employee displaced to a classification at a lower hourly rate of pay due to the use of purchased services shall maintain their earnings at the pre displacement level for the duration of this Collective Agreement.

## ARTICLE 17 - WAGE RATES AND JOB CLASSIFICATIONS

17.01 Rates of pay and job classifications, for pay purposes only, shall be shown on Schedule "A" (forty (40) hour week) and Schedule "B" (thirty-seven and one half (37.5) hour week) attached to and forming part of this Agreement.
17.02 When a full time employee is detailed to perform the principle duties of a higher paid position for a period of one day or more, the employee shall receive an additional five percent (5\%), or the starting rate of the higher paid position, whichever is greater, for all time worked.
17.03 When a full time regular employee is temporarily assigned or detailed to relieve in a classification with a lower wage rate they shall be paid at their regular straight time hourly rate of their regular classification.
17.04 The Employer agrees to the payment of wages by direct deposit on Friday morning of each week. The pay period shall consist of the period ending at the end of the employee's normal working hours Friday of the previous week. A statement of deposit will be made available to each employee by Thursday, no later than 4:00p.m.

## ARTICLE 18 - DURATION

18.01 This Agreement shall become effective from the 1st day of October 2023 and remain in effect until the 30th day of September 2027. It is agreed however, that this Agreement shall continue in force from year to year from the 1st day of October to and including the 30th day of September in each year unless either of the parties
hereto shall within the period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration in any year give notice in writing to the other party that this Agreement shall cease to operate at the end of the then current year or that it desires to bargain with a view to the renewal with or without modification of the Agreement then in operation. In the event of notice given in accordance with the above, the parties shall exchange proposals within thirty (30) day at a time which shall be mutually agreeable.

Letters of Intent
Working conditions during the term of this Agreement shall be outlined in this Agreement and any Letters of Intent Document*.
*A letter of intent is a modification of the Agreement executed by the parties in the following format during the term of the Agreement.

Letter of Intent
Title
Number
Date
It is jointly agreed that the following Letter of Intent shall form part of the Agreement between the parties:

# (TEXT PORTION OF LETTER OF INTENT) 

ORANGEVILLE HYDRO LIMITED

THE POWER WORKERS' UNION (CUPE LOCAL 1000)

## SCHEDULE "A"



SCHEDULE "B"
HOURLY WAGE RATES - ADMINISTRATION DEPARTMENT



## Customer Service Cashier



## Dated at ORANGEVILLE, Ontario this $1^{\text {st }}$ day of October 2023.

## Orangeville Hydro Limited



Power Workers' Union (CUPE Local 1000)


# Letter of Understanding \#1 

## BETWEEN:

Orangeville Hydro
AND
Power Workers' Union

## REST PERIODS IN REGARDS TO OVERTIME WORK

It is jointly agreed that the following Letter of Understanding shall form part of the Collective Agreement dated October 1, 2023 to September 30, 2027 between the parties:

The Rest Periods in regard to Overtime Work applies to all members of Orangeville Hydro's workplace community: employees (full-time, part-time, temporary). All participants in Orangeville Hydro's workplace community are accountable for complying with the following:

1. During a regular work week, hours worked between 00:00 hours and 06:00 hours will receive the equivalent time plus one-half hour off as a paid rest period. If the overtime work is completed before 06:00 hours, the rest period will be taken at the beginning of the normal workday. If the overtime work is completed after 06:00 hours, the rest period will be taken at the end of the normal workday. *
2. During a regular work week, hours worked in excess of six (6) hours between 00:00 hours and normal start time will receive a full day off as a paid rest period. *

* A paid rest period only qualifies for those regular hours the employee would have otherwise worked. Any hours the rest period falls outside of regular working hours will not be paid. The Manager shall be informed of any pending rest periods before time is taken off.

Any rest period alterations shall be approved by the Manager.
Examples:

- Employee works 2 hours between 00:00 and 02:00 hours. Employee is entitled to $2+1 / 2$ hours $=2$ $1 / 2$ hours taken at the beginning of the workday. Employee can report to work at 10:00 hours, providing an 8 -hour rest period.
- Employee works $71 / 2$ hours between 00:00 and 07:30 hours. Employee is entitled to $71 / 2+1 / 2=8$ hours rest period. Employee can go home.
- Employee works $21 / 2$ hours between $05: 00$ and $07: 30$ hours. Employee is entitled to $1+1 / 2$ hours $=11 / 2$ hours rest period. Employee can go home at 14:30 hours.
- Employee works $11 / 2$ hours between 06:00 and 07:30 hours. Rest period is not applicable.


Orangeville Hydro


## Letter of Understanding \#2

## BETWEEN:

## Orangeville Hydro

AND

## Power Workers' Union WSIB SERIOUS ACCIDENTS

WHEREAS The parties recognize the serious financial impact a workplace accident has on an employee and their family;

AND WHEREAS The parties wish to mitigate that impact by providing financial support to the injured worker during the healing process.

NOW THEREFORE the parties agree as follows, without prejudice or precedent to any other matter:

1. Where an employee suffers a serious workplace electrical contact/flash that reduces that employee's working time, the employer will continue to pay full wages to the employee for a period of eighteen (18) months from the date of accident.
2. In consideration for the employer continuing to pay wages, the employee will authorize the WSIB to reimburse any loss of earnings to employer for the eighteen (18) month period.

This letter forms part of the Collective Agreement dated October 1, 2023 to September 30, 2027.


## APPENDIX "A"

## JOB SHARING AT ORANGEVILLE HYDRO

October 1, 1996
Job sharing is a unique arrangement that requires a high level of cooperation and compatibility between two individuals.

Because of these dynamics, the Board 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 Board 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 $1 / 2$ of the equivalent full-time seniority, statutory holidays, sick leave allowance, attendance bonus and vacation entitlement regardless of actual hours worked in any year. Proration of time based benefits will only be considered if the ratio of hours worked exceeds 40:60 in any calendar year and resulting change must be accepted by all parties involved including the Union, Management, Job Share Participants. This practice is considered reasonable because time based benefits are not adjusted for full-time employees who work more or less than the regular hours in any year. Employees may still belong to OMERS Pension Plan as per the OMERS Pension Plan rules.
4. Any additional costs (i.e. union dues, or fringe benefits) 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 Board paying more than the equivalent of one full-time employee. The $50 \%$ of the premium costs will be deducted from the Job Share Participants 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.

## APPENDIX "A" <br> JOB SHARING AT ORANGEVILLE HYDRO

October 1, 1996

## Example:

Employee works 20 hours per week ( $2.5 \times 8$ 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 18.75 hours per week ( $2.5 \times 7.5$ hours in a 37.5 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 $1 / 2$ 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. Therefore, the minimum job split shall be:

| $40 \%-$ | $60 \%$ | during the first or second 6 months of the <br> calendar year |
| :---: | :---: | :--- |
| $50 \%-$ | $50 \%$ | over the calendar year (+/- 5 complete <br> regular working days (e.g. 7.5 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 employee.

## 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 37.5 hour work week where the job split is $50 / 50$, each employee would work 18.75 hours. Any hours worked beyond the 10.75 hours would require overtime payment.

When a statutory holiday falls in a 37.5 hour work week, 7.5 hours will be deducted from 37.5 hours. Job Share will split the balance of the time for the week. 3.75 hours of Stat holiday pay will be paid to each Job Share Employee.

## 37.5-7.5 = 30 hrs/2 = 15 hrs/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.
9. Each participant in the Job Share Program is entitled to union membership and voting privileges and must pay union dues.

## APPENDIX "A" <br> JOB SHARING AT ORANGEVILLE HYDRO

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 Arrangements 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 Board, etc. At that time, the remaining partner is required to undertake the Job Share position on a fulltime 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.
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 and not appropriate to insist on backfilling in sick leave situations, etc., thereby creating a form of on call.

For any long term absences the employer will give the 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.
12. Job Share Employees shall schedule appointments during their own time when possible.
Orangeville Hydro Limited

$\qquad$
$\qquad$

## PARTNER 1

Name:
Employee No:
Job Title:
Rate:

## PARTNER 2

Name:
Employee No.
Job Title:
Rate:

Job Share Start Date:

## Days/Hours of Work Coverage:

Partner 1 $\qquad$
Partner 2 $\qquad$

Vacation Coverage Arrangement (if Applicable):
$\qquad$

Other Comments: $\qquad$

## Health, Vision and Dental Benefits:

Indicate, by circling the appropriate 'yes' or 'no', whether or not you are exercising the option of receiving full benefit coverage for extended health benefits, long term disability, vision and dental benefits, using payroll deductions to reimburse the Commission for $50 \%$ of the premium cost. Should you elect coverage of these benefits, the monthly cost will be as follows:

PARTNER 1
PARTNER 2
Elected Coverage:
Extended Health Benefits
LTD*
Dental
Vision

| $\$$ | Yes | No |
| :--- | :--- | :--- |
| Yes | No |  |
| \$ |  |  |
| Yes | No |  |
| \$ |  |  |
| Yes | No |  |


| $\$$ | Yes | No |
| :--- | :--- | :--- |
| $\$$ | Yes | No |
| $\$$ | Yes | No |
| $\$$ | Yes | No |

NOTE*: FOR THE PURPOSE OF THIS AGREEMENT, THERE WILL NO LONG TERM DISABILITY COVERAGE. 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.

The above employees wish to job share. They have read and agreed to the attached Job Share Agreement dated October 1, 1996. They understand there is no coverage for Long Term Disability.

| Signature (Partner 1) |  |  |
| :--- | :--- | :--- |
| Chief Steward |  |  |
| Dated this $\quad$ Management Concurrence (Partner 2) |  |  |

Review Date: $\qquad$ (six months from Job Share Start Date)

The above parties agree to: $\square$ Permanent Arrangement
$\qquad$ Discontinue Arrangement

