

# COLLECTIVE AGREEMENT

Between:

**NORTH BAY HYDRO DISTRIBUTION LIMITED**



- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 72**



**Term: April 1, 2018 to March 31, 2023**

**THIS AGREEMENT MADE AND ENTERED INTO THIS**

**1ST DAY OF APRIL 2018**

**BETWEEN;**

**NORTH BAY HYDRO DISTRIBUTION Limited COMPANY  
(hereinafter referred to as the "Corporation")**

**Party of the First Part**

**and**

**LOCAL NO. 72 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES  
(hereinafter referred to as the "Union")**

**PARTY OF THE SECOND PART**

# Contents

<b>1.0</b>	<b>PURPOSE .....</b>	<b>1</b>
<b>2.0</b>	<b>RECOGNITION.....</b>	<b>1</b>
<b>3.0</b>	<b>CORPORATION RIGHTS .....</b>	<b>1</b>
<b>4.0</b>	<b>NO DISCRIMINATION OR HARASSMENT .....</b>	<b>1</b>
<b>5.0</b>	<b>NO STRIKES OR LOCKOUTS.....</b>	<b>2</b>
<b>6.0</b>	<b>UNION SECURITY .....</b>	<b>2</b>
<b>7.0</b>	<b>SENIORITY .....</b>	<b>2</b>
<b>8.0</b>	<b>LOSS OF SENIORITY .....</b>	<b>3</b>
<b>9.0</b>	<b>POSITION - POSTING .....</b>	<b>3</b>
<b>10.0</b>	<b>LAYOFF AND RECALL.....</b>	<b>5</b>
<b>11.0</b>	<b>EMPLOYEE CATEGORIES.....</b>	<b>5</b>
<b>12.0</b>	<b>GRIEVANCE AND ARBITRATION .....</b>	<b>5</b>
<b>13.0</b>	<b>HOURS OF WORK AND OVERTIME .....</b>	<b>7</b>
<b>14.0</b>	<b>PAID HOLIDAYS .....</b>	<b>9</b>
<b>15.0</b>	<b>VACATIONS .....</b>	<b>9</b>
<b>16.0</b>	<b>SICK LEAVE .....</b>	<b>10</b>
<b>17.0</b>	<b>HEALTH AND WELFARE BENEFITS.....</b>	<b>10</b>
<b>18.0</b>	<b>PENSION AND INSURANCE.....</b>	<b>11</b>
<b>19.0</b>	<b>LEAVE OF ABSENCE.....</b>	<b>12</b>
<b>20.0</b>	<b>WORKPLACE SAFETY &amp; INSURANCE BOARD .....</b>	<b>14</b>
<b>21.0</b>	<b>MEAL ALLOWANCE AND EXPENSES .....</b>	<b>14</b>
<b>22.0</b>	<b>TOOLS AND EQUIPMENT .....</b>	<b>15</b>
<b>23.0</b>	<b>CLOTHING .....</b>	<b>15</b>
<b>25.0</b>	<b>UNION COMMUNICATION .....</b>	<b>17</b>
<b>26.0</b>	<b>ADVERSE WEATHER CONDITONS .....</b>	<b>18</b>

<b>27.0</b>	<b>SAFETY PROVISIONS .....</b>	<b>18</b>
<b>28.0</b>	<b>STEWARDS .....</b>	<b>18</b>
<b>29.0</b>	<b>CONTRACTING OUT .....</b>	<b>18</b>
<b>30.0</b>	<b>REGULAR RATE OF PAY AND CLASSIFICATIONS.....</b>	<b>18</b>
<b>31.0</b>	<b>TERM OF AGREEMENT .....</b>	<b>19</b>
<b>32.0</b>	<b>MERGER, AMALGAMATION PROTECTION .....</b>	<b>19</b>
<b>33.0</b>	<b>POSITION TITLES.....</b>	<b>20</b>
	<b>SCHEDULE A.....</b>	<b>21</b>
	APRIL 01, 2018 TO MARCH 31, 2019 .....	21
	<b>SCHEDULE A.....</b>	<b>22</b>
	APRIL 01, 2019 TO MARCH 31, 2020 .....	22
	<b>SCHEDULE A.....</b>	<b>23</b>
	APRIL 01, 2020 TO MARCH 31, 2021 .....	23
	<b>SCHEDULE A.....</b>	<b>24</b>
	APRIL 01, 2021 TO MARCH 31, 2022 .....	24
	<b>SCHEDULE A.....</b>	<b>25</b>
	APRIL 01, 2022 TO MARCH 31, 2023 .....	25
	<b>SCHEDULE B.....</b>	<b>26</b>
	APRIL 01, 2018 TO MARCH 31, 2019 .....	26
	<b>SCHEDULE B.....</b>	<b>27</b>
	APRIL 01, 2019 TO MARCH 31, 2020 .....	27
	<b>SCHEDULE B.....</b>	<b>28</b>
	APRIL 01, 2020 TO MARCH 31, 2021 .....	28
	<b>SCHEDULE B.....</b>	<b>29</b>
	APRIL 01, 2021 TO MARCH 31, 2022 .....	29
	<b>SCHEDULE B.....</b>	<b>30</b>
	APRIL 01, 2022 TO MARCH 31, 2023 .....	30
	<b>LETTER OF UNDERSTANDING .....</b>	<b>32</b>
	HOURS OF WORK .....	32
	<b>LETTER OF UNDERSTANDING .....</b>	<b>33</b>
	<b>LETTER OF UNDERSTANDING .....</b>	<b>34</b>

## **1.0 PURPOSE**

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Corporation and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The Union agrees that there will be no intimidation, interference, restriction or coercion practiced or exercised for any reason on employees by any of its members or representatives, and that there will be no arguments, solicitations for membership or collection of dues on Corporation time, and no meetings on Corporation premises except with the permission of the Management.
- 1.03 It is recognized that the Corporation and their employees are morally responsible for the safety, health, comfort and general welfare of the citizens, in so far as may be affected by electrical services. Therefore, the employees recognize that they must be prepared at all times during the day or night to assist in maintaining electrical service.
- 1.04 A copy of all changes which have been made in policy or practice with respect to employees, will be forwarded to the Recording Secretary of the Union. Where practicable, the Corporation will provide the Union with a draft of the new policy for comment prior to implementation.
- 1.05 Wherever the singular or masculine is used in this Agreement, it shall be used as if plural or feminine has been used where the context of the Agreement so indicates.

## **2.0 RECOGNITION**

- 2.01 The Corporation recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees save and except Supervisors, persons above the rank of Supervisor, Human Resources Generalist, students and persons regularly employed for not more than twenty-four (24) hours per week.

## **3.0 CORPORATION RIGHTS**

- 3.01 The Corporation has and shall retain the exclusive right to manage its business and direct its working forces, except when in contravention of any article or provision of this Agreement or legal statute, the right to hire, suspend, discharge, promote, demote and discipline any employee for just cause.

## **4.0 NO DISCRIMINATION OR HARASSMENT**

- 4.01 The Corporation and the Union agree that there will be no discrimination practiced by either party for any grounds covered in the *Human Rights Code*, as amended.
- 4.02 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced for any reason on employees by any of their representatives or members because of any employee's membership or non-membership in the Union or place of residence. The parties agree to adhere to all legislation affecting employees and agree to uphold the terms of legislation.

4.03 Neither party to this Collective Agreement condones any form of harassment by any employee, whether in the bargaining unit or not. Both parties agree to co-operate fully in the investigation of any allegation of harassment.

## **5.0 NO STRIKES OR LOCKOUTS**

5.01 In view of the orderly procedure established for the disposition of employees and/or Corporation's complaints and grievances, the Corporation agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the Corporation for the duration of this Agreement.

## **6.0 UNION SECURITY**

6.01 It is agreed and understood by the parties hereto that there shall be compulsory union dues paid by employees who come within the unit to which this Agreement applies after thirty (30) days of employment, and it shall continue during the period of this Agreement.

6.02 The Corporation agrees to deduct Union dues from the earnings of each employee within the bargaining unit in the amounts certified by the Union to be currently in effect according to its constitution and by-laws.

6.03 The Corporation agrees to deduct the Union dues each pay period and remit the amount of dues so deducted to the Treasurer of the Union, no later than the 15<sup>th</sup> day of the following month. In consideration of this deduction and forwarding service by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

6.04 The Corporation, when remitting the dues deducted to the designated Officer of the Union, shall include a statement clearly setting forth the names of the employees from whom the dues were deducted, also showing any additions or deletions in staff.

## **7.0 SENIORITY**

7.01 Seniority is defined as the length of service with the Corporation. A seniority list of all employees covered by this Agreement shall be posted in January each year. This list will show names, positions, accumulated days of seniority and date of hire into the service in positions covered by this Agreement. Copies of the seniority list will be posted on all bulletin boards and one (1) copy will be supplied to the Recording Secretary of the Union.

7.02 Protests in regard to seniority standing must be submitted in writing to the Corporation within thirty (30) days from the date the seniority list was posted. When proof of error is established by the employee or his representative such error will be corrected, and when so corrected, the agreed upon seniority date shall be final.

7.03 An employee shall continue to accumulate seniority on the payroll while absent from work due to sickness or accident. Seniority shall not accumulate when absent from work for lay-off or approved unpaid leave of absence except for leaves of absence pursuant to "Part XIV" of the *Employment Standards Act*.

7.04 No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside of the bargaining unit he shall retain his seniority acquired at the date of leaving the Unit and continue to accumulate seniority for a period of one (1) year only. If such an employee later returns to the bargaining unit, he shall be placed in a position consistent with qualifications and seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

## **8.0 LOSS OF SENIORITY**

8.01 Employees shall lose accumulated seniority and cease to be an employee by reason of:

Resigns and does not withdraw the resignation within two (2) calendar days.

Discharged for just cause and is not reinstated.

Employees not reporting for work without having made arrangements with their Supervisors shall be considered to have left the services of the Corporation, unless such reporting was not reasonably possible. Reinstatement in such cases is dependent upon the employee giving satisfactory reason for his absence to the department head concerned

Failing to report to work within sixteen (16) calendar days after receipt of a notice by registered letter to return to work after a lay-off.

After a lay-off extending for a period of more than eighteen (18) consecutive months.

Retirement

An employee who has not actually worked for the Corporation for the following periods:

Up to 5 years service	18 calendar months
5 to 10 years service	24 calendar months
10 or more years service	36 calendar months

These time limits may be extended at Management's discretion.

8.02 The parties agree that the above provisions set out in Article 8.01 g) meet their mutual obligation not to discriminate against any person with a disability as defined by the Human Rights Code, as amended.

## **9.0 POSITION - POSTING**

9.01 In filling vacancies, making transfers and promotions among employees represented by the Union, both parties recognize the principle of promotion within the service of the Employee and that job opportunity should increase in proportion to the length of Service. The Corporation will take into consideration whether the position is-Leadership or Non-Leadership.

9.02 If a Leadership position is involved, then primary consideration will be given to the following qualities: leadership, reliability, judgment and ability to organize and practice good human relations. Only where such qualities appear to be **reasonably** equal will seniority govern.

- 9.03 When selecting an employee to fill a bargaining unit position which does not involve Leadership responsibility, the Corporation will consider experience, qualifications and ability to perform the work involved in the position. Where qualifications are relatively equal, seniority shall govern.
- 9.04 If there are no employees available within the organization with the necessary qualifications to properly fill a vacancy, then the Corporation reserves the right to hire any qualified person for that position.
- 9.05 The Corporation reserves the right to temporarily fill any position that becomes vacant if the work load so requires, but all such vacant, newly created positions, and temporary vacancies as defined in Article 9.09, which are within the coverage of this Agreement, shall be posted on the bulletin boards of all departments in the following manner:
- a) The internal posting period shall begin within five (5) working days after a replacement is required or the creation of the new position and the notice shall remain posted in the workplace for ten (10) working days. The successful applicant will then be chosen, and his name posted within the next five (5) working days. A copy of all position postings and subsequent appointments shall be forwarded to the Recording Secretary of the Union. Such notice shall contain the following information: nature of position, shift, and regular rate of pay or range.
- 9.06 When responsibilities in any position are increased or decreased or when any position not covered in Appendix 'A' or 'B' is established, the regular rate of pay shall be in conformity with positions of similar kind and class. When changes in the regular rate of pay are proposed, the work of the position shall compare with the work of similar positions with the object of maintaining uniformity for positions on which the work and responsibilities are relatively the same. Such positions and regular rates of pay shall be subject to an appeal process under Pay Equity Act.
- 9.07 Where progression from Learner to Improver to Journeyman in Schedule 'A' is according to the years of experience then this series of progressions shall be considered as one (1) position for posting purposes only.
- 9.08 In position postings, successful applicants for any position covered by this Agreement shall be on a two (2) month trial period. In the event the successful applicant proves unsatisfactory in the opinion of the Corporation at any time during the trial period, or if the employee is unable to perform the work of the new position, he shall be returned to his former position, or available position at his former regular rate of pay and without loss of seniority. Any other employee affected because of the re-arrangement shall be returned to his former position or available position at his former regular rate of pay and without loss of seniority.
- 9.09 All temporary vacancies exceeding forty-five (45) working days shall be posted in accordance with Clause 9.05. A temporary vacancy is considered to mean when an employee is absent from his regular position due to illness, injury, vacation, pregnancy or parental leave or other approved leave of absence.

If an employee is detailed to fill a temporary vacancy, selection will be made by Management in its discretion taking into consideration the factors in Article 9.03.

Regular employees filling temporary vacancies shall, upon completion, revert to the position and regular rate of pay held immediately preceding the assignment to the temporary position.

## **10.0 LAYOFF AND RECALL**

10.01 The parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority and an employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is qualified to perform the work of the less senior employee.

10.02 When an employee is laid off under this section and positions have re-opened within a period of eighteen (18) months, the employees shall be recalled in the order of their seniority and provided the employee is qualified to perform the work.

10.03 When employees are to be recalled by the Corporation, they shall be notified by Registered Mail to their last place of residence known to the Corporation, and if they fail to report within sixteen (16) calendar days after the mailing of such notice, the Corporation shall be under no obligation to re-employ them. It shall be the responsibility of the employee to notify the Corporation of his current place of residence.

## **11.0 EMPLOYEE CATEGORIES**

11.01 Temporary external employees are persons hired for periods of limited duration not to exceed one-hundred and twenty (120) working days per calendar year, or for such longer period as is required to cover an incumbent's leave of absence, who are not likely to become part of the Corporation's regular staff. Temporary external employees shall not accumulate seniority, nor shall they be entitled to any rights or privileges under this Agreement accruing to regular employees and they may be discharged without having recourse to the grievance procedure. For relief in positions that would be an advancement or promotion, the Corporation agrees that it will make every reasonable effort to use regular staff before considering temporary employees.

11.02 Probationary employees are persons hired on trial to determine their suitability for continuing employment in regular positions. An employee shall be considered probationary for a six (6) calendar month period, during which time the employee may be discharged without recourse to the grievance procedure. Probationary employees shall not accumulate seniority during the probationary period. At the end of the probationary period seniority will be established from the date of his hiring.

11.03 Regular employees are persons who have satisfactorily served a probationary period and who are normally employed in full time positions of a continuing nature.

## **12.0 GRIEVANCE AND ARBITRATION**

12.01 (a) The Corporation acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of not more than three (3) employees and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement.

- (b) Permission to leave work.** The Union recognizes that each Steward is employed full time by the Corporation and that he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no steward shall leave his work without obtaining the permission of his Supervisor, which decision shall normally be given within one (1) hour.
- 12.02 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees. Subject to the approval of the Manager or his delegate, the representative shall have access to the Corporation premises in order to investigate or assist in the settlement of grievances. In this case, "premises" shall mean those areas and buildings where the employees, represented by the Union, usually work.
- 12.03 Any dispute or differences arising from application, interpretation or administration of this Agreement, shall be considered as a fit matter for grievance.
- 12.04 Grievances must be filed in writing within two (2) weeks of the alleged grievance and must cite the specific article of this contract which the grievor claims to have been violated and also specify redress being sought. Replies to grievances shall also be in writing at all stages.
- 12.05 **Step 1** - The employee, assisted by a Steward, if the employee desires, shall first take the matter up with his foreman or Supervisor. Failing settlement at this stage within two (2) working days, then Step 2 may be invoked, within an additional two (2) working days.
- Step 2** - The grievance shall be submitted to the Grievance Committee who shall take the matter up with the next level of Supervision. Failing settlement at this stage within five (5) working days, then Step 3 may be invoked within an additional two (2) working days.
- Step 3** - The Grievance Committee shall take the matter up with the Corporation or its designated representative(s). Failing settlement at this stage within fifteen (15) working days the Committee may, but only within a period of fifteen (15) working days from the date of receipt of the reply of the Corporation, invoke the Arbitration provision of this Agreement.
- 12.06 The time limits set out in the above sections shall be strictly observed by the parties of this Agreement but may be extended by mutual agreement. Any grievance not filed or processed within the time limits specified shall be null and void. If the Corporation fails to give answers in writing within the time limit specified, the grievance shall continue on to the next appropriate step.
- 12.07 A claim by an employee that he has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Department Manager within ten (10) working days of the alleged grievance. Such a grievance may be settled by confirming the employer's action or by reinstating the employee.
- 12.08 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by a sole arbitrator in accordance with the *Ontario Labour Relations Act, 1995*.
- 12.09 Notwithstanding *Clause 12.08* the parties may mutually agree to use a Board of Arbitration. Should this occur, each of the parties hereto shall bear the expense of the Nominee(s) and

witness(es) appointed by it, and the parties hereto shall jointly bear equally the expense of the third party and any cost of the place of hearing of such Arbitration as the necessity arises.

- 12.10 Notwithstanding *Clause 12.08*, the parties may mutually agree to use a Grievance Settlement Officer (GSO) in an attempt to resolve any difference of opinion relating to the interpretation, application or administration of this Agreement prior to applying for arbitration. Should this occur, each of the parties hereto shall jointly bear equally the expense of the Grievance Settlement Officer.
- 12.11 It is further agreed that an Arbitration Board or Arbitrator shall not have the power to add to or subtract from or change the provisions of this Collective Agreement or to deal with any matter not covered by this Agreement and not contained in the statement of grievance filed by the party referring the matter to Arbitration.

### **13.0 HOURS OF WORK AND OVERTIME**

- 13.01 The regular hours of work for employees in Schedule 'A' shall be as follows:

#### Summer Hours:

Between May 15<sup>th</sup> and Labour Day Weekend, the normal hours of work for Schedule "A" employees will be forty (40) hours per week, comprised of eight (8) hours per day, 0700 to 1500, including a paid lunch period of up to one half hour, Monday to Friday. Employees will remain on the job site during lunch.

#### Winter Hours:

Labour Day Weekend and May 14<sup>th</sup>, the normal hours of work for Schedule "A" employees will be forty (40) hours per week, comprised of eight (8) hours per day, 0800 to 1600, including a paid lunch period of up to one half hour, Monday to Friday. Employees will remain on the job site during lunch.

- 13.02 The regular hours of work for employees in Schedule 'B' shall be thirty-five (35) hours per week between 0830 hours to 1630 hours, 0800 hours to 1700 with an unpaid lunch period as organized by the Immediate Supervisor Monday through Friday.

#### OVERTIME

- 13.03 All time worked before or after the regular daily hours, the regular weekly hours or on a paid holiday as provided in Article 13.01 shall be considered overtime and shall be paid at double the rate. Overtime is to be rounded up to the closest half (1/2) hour.

For planned overtime opportunities (i.e. those that are planned at least three days in advance), management agrees that such opportunities will be distributed as equitably as possible.

#### CANCELLATION OF PLANNED OVERTIME

- 13.04 Should an employee be delegated to return to work after hours or on a recognized holiday, he shall be paid a minimum of three (3) hours at regular rate of pay if the work may be cancelled. If

however, the work is cancelled during regular working hours or before 2200 hours prior to the time of the work, then this does not apply.

#### ON-CALL DUTY

- 13.05 All employees in the following job classifications will be required to be assigned to call duty: Chargehand, Field Representative and Power Line Maintainer (after 2 years' experience).

The list of On-Call personnel shall consist of a minimum of 10 to a maximum of 12 employees qualified, as listed above. If the current complement consists of more than 12 available employees, senior employees shall have the option of opting out of On-Call Duty.

#### STANDBY PREMIUM

- 13.06 Employees delegated for standby duty and who remain available for taking trouble calls shall do so at the above rates and conditions and in addition will receive one (1) hour's pay at the applicable rate per calendar day - standby pay, excluding paid holidays or the amount required by the Employment Standards Act.

- 13.07 When a paid full holiday or a half (1/2) holiday as per Article No. 13.01 occurs during the standby of an employee, such employee shall be entitled to receive another full day or half (1/2) day for every holiday falling within the week of standby duty at a mutually acceptable time within thirty (30) calendar days.

#### REST PERIOD

- 13.08 Where an employee works three (3) or more overtime hours between 2400 hours and the beginning of his next regular scheduled shift, he will be provided a rest period of four (4) consecutive hours during regular shift.

Where an employee works seven (7) or more overtime hours between 2400 hours and the beginning of his next regular scheduled shift, he will be provided a rest period of eight (8) consecutive hours during regular shift.

The employee will be paid his basic hourly rate for all rest period hours.

- 13.09 BANKING OF WORKED HOURS

Employees shall have the opportunity to bank a total of fifty-six (56) hours of worked overtime (equivalent to twenty-eight (28) overtime hours worked) in any given year.

Employees shall receive two (2) hours of paid time off work for each hour of overtime worked. Such banked overtime shall be taken at a time mutually agreed upon between an employee and his or her supervisor. Any time not used shall be paid out at the end of the year.

Any additional overtime hours worked will be paid out at the overtime rate.

### 13.10 OVERTIME PAY

Employees shall receive two (2) hours of paid time off work for each hour of overtime worked. Such banked overtime shall be taken at a time mutually agreed upon between an employee and his or her supervisor. Any time not used shall be paid out at the end of the year.

Any additional overtime hours worked will be paid out at the overtime rate.

### 14.0 PAID HOLIDAYS

14.01 The following Holidays are recognized as time off with regular rate of pay: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, half (1/2) day before Christmas Day and half (1/2) day before New Year's Day, two (2) floating holidays per year at a mutually acceptable time.

14.02 Employees must work the regular shift preceding and the next regular shift following the above-named Holidays to be eligible for regular rate of pay unless:

A. Pre-arranged with Management

B. Absent due to illness which may be certified by a doctor if required by the Corporation

C. The holiday falls within a period taken as paid annual vacation

### 15.0 VACATIONS

15.01 All employees who have resigned and have completed less than one (1) year of continuous service shall be paid one (1) working day vacation for each month of continuous service rendered except that such vacation pay shall not exceed ten (10) working days at the regular rate of pay.

15.02 All employees who have more than one (1) year of continuous service shall be allowed vacation time off at the regular rate of pay, to be taken during the current calendar year, based on the service year as listed below:

1 year to 2 years inclusive - 10 Working days

3 years to 9 years inclusive - 15 Working days

10 years to 13 years inclusive - 20 Working days

14 years and over - 23 Working days plus one (1) working day for each service years over fourteen (14) years to a maximum of thirty (30) working days

In the final year of employment, vacation days will be pro-rated based on service credits earned to last date of employment.

15.03 Any employee who qualifies for fifteen (15) working days or more vacation may bank up to one (1) week, five (5) working days, of each year's annual vacation for an extended holiday to a maximum total of forty (40) working days.

15.04 When an employee cannot take his vacation during the current calendar year because he is on paid sick leave, Workplace Safety & Insurance Board or Long-Term Disability, then payment in lieu of vacation will be made as provided under the Employment Standards Act.

## **16.0 SICK LEAVE**

16.01 (a) All regular and probationary employees shall be credited with any sick leave accumulated to date and shall continue to accumulate sick leave on the basis of one and one-half (1.5) days for each month of service, except that after three (3) occasions of absence due to illness in a calendar year, accumulation thereafter will be for those months in which no further sick absence is recorded, except as specified in 16.01(b), subject to the requirements of the *Human Rights Code*.

(b) Where one (1) absence continues over month end and terminates within thirty (30) calendar days accumulation shall be lost for only one (1) month.

16.02 Sick leave shall commence on first day the employee is away from work, provided, however, that if such employee is off more than two (2) consecutive working days or four (4) occasions during a calendar year, the Corporation may request a Doctor's Certificate verifying the employee's illness or limitations.

16.03 A statement of accumulated Sick Leave shall be issued to each employee annually. Employees shall be able to use such accumulated sick leave credits while waiting for WSIB or LTD benefits to commence.

16.04 If a doctor's certificate is requested by the Corporation for any reason, any cost incurred in procuring such a certificate shall be borne by the Corporation.

## **17.0 HEALTH AND WELFARE BENEFITS**

17.01 The Corporation agrees to pay 100% of the cost of premiums for participating regular and probationary employees in the following Health Plans or their equivalents:

- Employer Health Tax Basic
- Comprehensive Health Care (No Deductible), including:
  1. Semi-Private Hospitalization
  2. Vision Care - \$500/ 24 months (\$550/24 months effective April 1, 2020) (eye examination included within the max)
  3. Prescription Drugs (Mandatory Generic Substitution), and
  4. Paramedical Practical Coverage (Chiropractor, Massage Therapist, Physiotherapist, Speech Therapist, Clinical Psychologist, Naturopath) - \$500/year for each service (\$550/24 months effective April 1, 2020), no per visit cap.
- Long Term Disability Plan
- Dental Plan – Basic Plan plus periodontic, endodontic and certain surgical services Effective April 1<sup>st</sup> of each year the current ODA fee schedule will be in effect.

With any change in the carrier to the following plans (except Employer Health Tax) the Corporation shall ensure that the administration and procedures involved in obtaining the various services provided in the plans shall be maintained at the current level (June 19, 1987). Before making such a substitution, the Corporation shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Corporation shall provide the Union full specifications of the benefits programs contracted for and in effect for employees covered therein.

17.02 **Benefit Premium Payment:** An employee who has exhausted his sick leave and continues to be absent due to illness will continue to receive benefits as specified in Clauses 17.01 and 18.03 for a period equal to two (2) months for each completed year of service to a maximum of twenty-four (24) months.

17.03 Employees who are within ten (10) years of normal retirement and have been on Long Term Disability and are deemed to be unable to return to work, must allow for the integration of OMERS, CPP, MEARIE and if necessary LTD. Such integration shall at least equal the amount the employee is receiving on Long Term Disability.

The Corporation will be responsible to see that such integration ensures that any deemed pension based on the maximum deemed earnings and maximum obtainable years of service is not less at age 65 by virtue of this integration.

## **18.0 PENSION AND INSURANCE**

18.01 Every regular and probationary employee shall join the Ontario Municipal Employees Retirement System (OMERS). The Corporation and the employees shall make contributions in accordance with the provisions of the Plan. Effective January 1, 1979 the Corporation will provide a Type 1 Past Service Supplementary Pension Plan, the cost of which will be assumed by the Corporation and an Optional Service Plan whereby an employee may purchase at his own cost, additional service as provided in the Plan.

18.02 All employees within the coverage of this Agreement reaching retirement age of sixty-five (65) years shall normally retire from the service of the Corporation and at such time shall be eligible to be paid any pension and/or retirement allowances to which they are entitled

Should an employee be deceased before reaching retirement age, any monies due (regular pay, vacation pay or other allowances) shall be made to his beneficiary as declared by the employee in the Insurance Plan.

18.03 **(a)** Every regular employee after six (6) months of employment shall be enrolled in the current insurance plan now in effect, with the Corporation contributing 100% of the basic premium cost except as provided in **(b)**.

**(b)** Retirees with more than ten (10) years of service will be provided with coverage at \$10,000, for all employees hired on or after June 16, 1989.

18.04 Employees will be entitled to continue after early retirement and up to age (65) sixty-five only, their life insurance, medical, prescription and dental benefits with 100% of the premium cost paid by the Corporation.

## **19.0 LEAVE OF ABSENCE**

### **UNION LEAVE**

- 19.01 Employees elected or appointed as salaried representatives of the Canadian Union of Public Employees may be granted leave of absence for a period not exceeding twelve (12) months without pay and benefits while so engaged provided written request is made by the Union.
- 19.02 Subject to approval of the Corporation, representatives of the employees may be granted leave of absence with regular rate of pay during working hours for the purpose of meeting Supervisory Personnel of the Corporation for the purpose of investigation, consideration and adjustment of grievances or business relative to the interpretation and administration of this Agreement.
- 19.03 Leave of absence without regular rate of pay shall be granted to not more than two (2) employees at any one time for a period not to exceed ten (10) working days each per calendar year for the purpose of attending conferences or conventions of the Union.

### **PERSONAL LEAVE**

- 19.04 Leave of absence without regular rate of pay for any reason other than those notices in Articles 19.01, 19.02 and 19.03, may be granted by the Corporation and each case will be dealt with on its own merit.
- 19.05 When an approved unpaid leave of absence exceeds thirty (30) consecutive working days, the employees on such leave will be subject to the following conditions:
1. The employee shall not accumulate any additional seniority.
  2. The employee will accumulate no further sick leave or vacation credits.
  3. The employee will be responsible for payment of the total cost of all benefits presently subsidized by the Corporation.
  4. This applies to such items as the Corporation's contribution to OMERS, Employer Health Tax, all supplementary health plans compensation make-up, insurance premiums, etc. The employee will still be allowed to participate in the benefit of the group rate as long as the employee prepays the required monies to the Corporation.
  5. All the foregoing conditions will only apply for the approved length of time of the leave of absence, otherwise the employee will not be considered an employee any longer.

### **BEREAVEMENT LEAVE**

- 19.06 Employees will be allowed three (3) days leave with pay for the purpose of attending deaths in their immediate family. Immediate family is defined to include the following relationships:

Father	Stepson
Stepfather	Daughter
Mother	Stepdaughter

Stepmother	Mother-in-law
Wife	Father-in-law
Husband	Grandparents
Common-law spouse	Grandparents-in-law
Brother	Brother-in-law
Sister	Sister-in-law
Son	Grandchildren
Son-in-law	Daughter-in-law
Step-Brother	Step-Sister

In the event of the death of a spouse, common law spouse, parent, or child, an employee shall be allowed, in addition to the foregoing, two (2) additional days' leave with pay.

Where an employee qualifies for bereavement leave during his vacation period or time in lieu, there shall be no deduction from vacation credits or time in lieu credits for such absence equal in time off to the bereavement leave.

#### JURY DUTY/WITNESS

- 19.07 The Corporation shall grant leave of absence without loss of seniority to an employee who serves as a juror, or witness in any court in the Province of Ontario. The Corporation shall pay an employee the difference between his regular rate of pay and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

#### UNION BARGAINING COMMITTEE

- 19.08 (a) A Union Bargaining Committee shall be elected or appointed and consist of not more than five (5) members of the Union. The Union will advise the Corporation of the Union members of the Committee.
- (b) All members of the Bargaining Committee shall have the right to attend meetings held within regular working hours. The Corporation will pay the regular rate of pay for any combination of attendees to a total of fifteen (15) working days, (excluding conciliation or mediation meetings).

#### PREGNANCY AND PARENTAL LEAVE

- 19.09 Pregnancy and Parental leave will be granted in accordance with the Employment Standards Act and the following conditions shall apply to regular and probationary employees who have completed thirteen (13) weeks of service:
- a) The employee shall advise her immediate Supervisor at least two (2) weeks prior to the commencement of this leave of absence. Such notification is to include expected date of return to work and a Doctor's certificate as to the expected date of delivery.
- b) The employee shall continue to accumulate seniority and accrue vacation credits but will not be entitled to Paid Holidays.

- c) Upon return to active employment the employee shall be reinstated to her former position. If such position no longer exists, the employee will exercise her seniority rights under the Collective Agreement.
- d) The Corporation will continue to pay its share of the employee's benefits for the duration of the leave.
- e) The employee shall have until December 31<sup>st</sup> of the year following the leave period to determine whether or not the leave will be purchased from the OMERS Pension Plan. If the employee opts to purchase this leave within the deadline, the Corporation will match the employee contribution. However, if the leave is purchased after the deadline the employee will be required to pay both portions of the contributions.

## **20.0 WORKPLACE SAFETY & INSURANCE BOARD**

20.01 When a regular employee, through his employment by the Corporation, suffers a disability which is compensable under the Workplace Safety & Insurance Board Act, the Corporation will pay an amount equal to 90% of gross pay less probable Income Tax, EI., and C.P.P. until such time as the claim is established and maintained with Workplace Safety & Insurance. In turn, the employee shall assign his compensation award cheque to the Corporation. No payment shall be made where the employee's willful negligence as determined by conviction in court was responsible for his disability.

## **21.0 MEAL ALLOWANCE AND EXPENSES**

21.01 The Corporation will either provide or pay the cost of a meal eaten by the employee up to a maximum of \$17.00 under the following conditions:

The Corporation will either bring the meal to the employee or release him from work long enough to secure a meal and eat it. Where necessary, the Corporation will provide transportation for this purpose.

- a) When the employee is required to work for a continuous period of one (1) hour or more immediately following his normal quitting time.
- b) When the employee is required to work for a continuous period of one (1) hour or more immediately preceding his normal starting time.
- c) For every four (4) or more hours of overtime worked, one (1) meal will be made available.

21.02 Employees travelling out of town on approved Hydro business, (i.e. training courses, conferences, etc.) shall have their travel and accommodations arranged by the Corporation in advance and be reimbursed for actual room expenses, transportation at actual cost of fare or approved mileage rate if using own vehicle. Room and fares to be supported by receipts. In addition, actual meals plus gratuities to a maximum of \$83.00 per full twenty-four (24) hour day will be allowed. When partial days are involved, or meals provided as part of registration fee, the following maximum amounts will be allowed for meals actually purchased:

Breakfast - Up to a \$13 maximum

Noon Lunch	-	Up to a \$20 maximum
Dinner	-	Up to a \$50 maximum

Additional expenses shall be allowed (i.e. personal telephone calls home). If training course extends for two (2) full weeks and subject to training schedule allowing, employees may return home for the mid-weekend and have posted mileage paid at the current rates provided weekend hotel accommodation is cancelled. Where two (2) or more employees are attending the same function, they are expected to share transportation by using one vehicle.

Where an employee is required to travel out of town on approved Hydro business outside of his regular hours of work, he shall be paid at straight time for the reasonable travel time for the travel in question.

## **22.0 TOOLS AND EQUIPMENT**

22.01 The Corporation will supply all tools and protective clothing.

22.02 DRIVERS PERMITS AND SAFETY DRIVING PRACTICES:

The Corporation will pay drivers permits (100% of the cost) for all employees who in the normal course of their duties would be required to drive a Corporation vehicle. This would include all duty persons, customer service, line, substation and engineering department employees, and stores personnel, operators using Corporation vehicles.

All employees driving vehicles on Corporation business shall maintain at all times a valid driver's permit of the proper category for the work they would normally be expected to perform and shall be required to drive in a safe and legal manner in accordance with Corporation Safety Driving Practice. When employees are normally paid mileage for the use of their vehicles and are not normally called upon to drive Corporation vehicles, it is considered that permit cost is included in the mileage rate.

The Employer agrees that when employees are travelling to training or during the normal course of their duties and/or when responding to a call, they shall be covered by WSIB benefits.

22.03 PROFESSIONAL DESIGNATION AND SKILLED TRADES PROFESSIONAL:

The Corporation will pay the yearly fee for a Professional Designation and Skilled Trades Professional upon proof of the fee payment. Association fees will be paid only when the appropriate professional designation is a requirement of the current position held.

## **23.0 CLOTHING**

23.01 The Corporation will pay \$250.00 per year (\$260.00 per year effective April 1, 2020) to regular employees who are required to wear C.S.A. approved safety footwear in the performance of their work.

The employee shall present proof of purchase of such footwear. Annual amount can be banked to enable the purchase of boots up to two (2) times the annual amount.

- 23.02 The Corporation will supply the following clothing and uniforms to the employees without charge. Issue frequency will be annual unless otherwise stated. The Union agrees that uniforms remain the property of the Corporation.

Power Line Maintainer\*, Charge Hand, Substation Operator, Substation Electrician\*, Field Representative, Maintenance Person (Clothing), Storekeeper/Building Services

Up to 3 Coveralls or 3 Pants and 3 Shirts/Blouses

1 Insulated Jacket or Parka or Coveralls - every two (2) years

Gloves or Mitts with Liners

\*includes Learners and Improvers

Meter Reader, Customer Service Representative, Meter Technician\* (Uniform)

Up to 3 Pants

Up to 2 Shirts

1 Cap

1 Bomber Jacket or Parka every two (2) years

1 Summer Jacket

\* includes Learners and Improvers

Engineering Technician, Draftsperson

Up to 2 Pants

Up to 2 Shirts

1 Insulated Jacket or Parka or Coveralls – every two (2) years

Issue frequency will be only on an as required basis not to exceed the annual issue unless stated otherwise.

- 23.03 Employees, as approved by the Corporation and who normally wear prescription glasses shall be issued once every two (2) years, or when prescription changes, if required, prescription flash goggles at Corporation expense when same are required to perform their work.

#### 24.0 RELIEVING IN OTHER POSITIONS

- 24.01 When an employee is absent the Supervisor will decide whether or not it is necessary to fill the vacancy.

- 24.02 When an employee is detailed to relieve in a position of higher rating he shall be placed on a step of the wage grid that is at least higher than his current rate of pay for the full period of the relief.

- 24.03 Schedule "A" a Powerline Maintainer/Substation Electrician will receive top rate when promoted to Chargehand/Substation Operator position. A Powerline Maintainer/Substation Electrician relieving will have a one (1) year progression at second year Chargehand/Substation Operator rate. After 261 days of relief has been accumulated, third year Chargehand/Substation Operator rate will apply.

- 24.04 When an employee is detailed to relieve in a non-bargaining unit Supervisory position for one-half (.5) day or more he shall be paid a minimum of 110% of his regular rate of pay or the rate for the person being replace, whichever is less.

- 24.05 When an employee is detailed to relieve in a position of lower rating for any period, he shall be paid his regular rate of pay.
- 24.06 A regular employee will be paid the higher rate of pay for a paid holiday as listed in Clause 14.01 provided he works in a higher rated position on the working day before and the working day following the paid holiday.
- 24.07 When an employee relieves in a position where the regular hours of work are forty (40) hours per week, eight (8) hours per day, the employee shall work the regularly scheduled hours of work for that position.

## **25.0 UNION COMMUNICATION**

- 25.01 The Corporation shall provide space on bulletin boards upon which the Union shall have the right to post any notices of meetings and such other notices as may be of interest to the employees and this right shall not be unreasonably refused by Management.

### **25.02 LABOUR MANAGEMENT COMMITTEE**

A Labour-Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Corporation. The Committee shall enjoy the full support and cooperation of both parties of this Agreement in the interest of maximum service to the public.

The Committee shall concern itself with matters of the following nature:

Considering constructive criticism of all activities so that better relations shall exist between the Corporation and the employees;  
Reviewing suggestions from employees, questions of working conditions and service, but not grievances concerned with services;  
Correcting of conditions that are leading to grievances and misunderstandings;  
Promoting education and training of the staff.

Except as may be otherwise mutually agreed, the Committee shall normally meet on a semi-annual basis at a mutually agreed time provided either of the parties identifies matters for discussion. Should any urgent matters arise that may require the immediate attention of the Committee, either party may request a special meeting in writing. Members shall receive notice and employees shall not suffer any loss of pay for time spent with the Committee.

A representative of management and a Union Representative shall be designated as Joint Chairperson and shall alternate in presiding over the meeting.

The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Corporation and does not have the power to bind either Union or its members or the Corporation to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Corporation with respect to its discussions and conclusions.

## **26.0 ADVERSE WEATHER CONDITONS**

26.01 At discretion of Management, regular employees who are normally required to work outside will be provided alternative work during inclement weather.

## **27.0 SAFETY PROVISIONS**

27.01 It is agreed that both parties will cooperate to the fullest extent in the prevention of accidents and in the promotion of safety and health. The Corporation will make all reasonable provisions for the safety and protection of the health of the employees. The Corporation further agrees that the employee will not be required to work under obviously unsafe conditions.

27.02 All employees must abide by the rules and regulations of the Corporation including working procedures, safety rules, the laws of the land, etc. Any worker who ignores such rules may be subject to disciplinary action.

## **28.0 STEWARDS**

28.01 The Corporation acknowledges the right of the Union to appoint or otherwise select four (4) Stewards.

## **29.0 CONTRACTING OUT**

29.01 It is agreed that for the term of this Agreement there shall be no restriction on contracting out by the Corporation of their work or services of a kind now performed by employees herein represented, provided however, that no regular employee of the Corporation shall, as a result of such contracting out, thereby lose employment or regular rate of pay.

## **30.0 REGULAR RATE OF PAY AND CLASSIFICATIONS**

30.01 Regular rates of pay and job classifications shall be as shown on Schedule 'A' and 'B' attached to and forming part of this Agreement.

30.02 The minimum time for progression will be one (1) year 261 days worked in a classification with progression based on completion of the requirements of the employee's trade, if applicable, ability and satisfactory performance of work as assessed by his immediate Supervisor.

30.03 Pay Period

The regular pay period shall be bi-weekly, covering the two (2) week period ending the previous Sunday. Funds will be released for clearance by Corporation's bank on Thursday and will be available in employee accounts on the same day for financial institutions with appropriate serviceability.

30.04 When an employee is promoted to a higher rated classification, he shall be placed on a step of the wage grid that is at least higher than his current rate of pay.

### **31.0 TERM OF AGREEMENT**

31.01 This Agreement shall remain in effect from April 1, 2018 until March 31, 2023 and from year to year thereafter unless either party gives notice in writing during the ninety (90) calendar days immediately prior to the expiry date as set out in *The Labour Relations Act*.

### **32.0 MERGER, AMALGAMATION PROTECTION**

In the event the Corporation merges, amalgamates or in any way alters its legal identity, the Corporation shall undertake to ensure that:

- 32.01
- (a) C.U.P.E. and Local 72 shall continue to be the Bargaining Agent for all employees.
  - (b) All employees shall continue to be entitled to all rights, benefits and privileges (including seniority, wages, pensions, health benefits, vacations, etc) contained or referenced in the Collective Agreement between the parties.
  - (c) No employee shall suffer a loss of employment or reduction in hours as a result of a merger, amalgamation or the altering of the legal identity of the Corporation.
  - (d) All retired employees or employees on LTD shall continue to receive existing benefits and should also be entitled to any improvements to such benefits as may be negotiated or mandated by the Corporation or statute.
  - (e) In the event employee(s) are required to transfer from current locations, preference in location should be on the basis of seniority.

The Corporation shall ensure that the merged, amalgamated or new legal identity is advised of the aforementioned obligations.

32.02 The Corporation agrees that in the event of a merger/amalgamation/sale of business with another company/corporation/municipality, employees with five (5) years or more service, not offered employment shall receive severance pay. Employee severance pay entitlement shall be one (1) week regular wages for each year of service, or part thereof, to a maximum of twenty-six (26) weeks.

### 33.0 POSITION TITLES

GROUP	POSITION TITLE	DEPARTMENT
3	N/A	N/A
4	Information Systems Clerk	Information Systems
	Meter Reader	Metering/Customer Services
	Receptionist/Switchboard Operator	Finance
5	Building Services Person	Purchasing
	Cashier	Finance
	Engineering Clerk	Engineering
	Maintenance Person	Operations
	Finance/Accounts Payable Clerk	Finance
6	Customer Services Representative	Metering/Customer Services
	Draftsperson	Operations
	Customer Accounts Representative	Billing
	Customer Accounts Specialist	Billing
	Marketing Clerk	Customer Services
	Operations Dispatcher	Operations
	Customer Services Dispatcher	Metering/Customer Services
	Customer Account Specialist	Finance
	Junior Account	Finance
7	Collections Representative	Billing
	Senior Billing Control Clerk	Metering/Customer Services
	Customer Account/Billing Specialist	Billing
8	GIS Technician	Engineering
	Storekeeper	Purchasing
	Accountant	Finance
	Senior Billing Team Lead	Finance
8.1	Engineering Technician	Engineering
	Meter Technician	Metering/Customer Services
	Power Line Maintainer	Operations
	Substation Electrician	Operations
9	Field Representative	Operations
9.1	Chargehand	Operations
	Meter Technician Leadhand	Metering/Customer Services
	Substation Operator	Operations

**SCHEDULE A**  
**RATES OF PAY AND JOB CLASSIFICATIONS - SCHEDULE A**  
**April 01, 2018 to March 31, 2019**  
(This schedule is restricted for classification and pay purposes only)

CLASSIFICATION	GROUP NO.	1st year	2nd year	3rd year
<b>OPERATIONS:</b>				
Chargehand	9.1	\$ 41.68	\$ 42.83	\$ 43.95
Substation Operator	9.1	\$ 41.68	\$ 42.83	\$ 43.95
Field Representative	9	\$ 40.15	\$ 41.30	\$ 42.43
Power Line Maintainer	8.1	\$ 40.51		
Power Line Maintainer Improver Level 5	8	\$ 37.05		
Power Line Maintainer Improver Level 4	8	\$ 35.08		
Power Line Maintainer Learner Level 3	8	\$ 33.12		
Power Line Maintainer Learner Level 2	8	\$ 31.20		
Power Line Maintainer Learner Level 1	8	\$ 29.21		
Substation Electrician	8.1	\$ 40.51		
Substation Electrician Improver Level 5	8	\$ 37.05		
Substation Electrician Improver Level 4	8	\$ 35.08		
Substation Electrician Learner Level 3	8	\$ 33.12		
Substation Electrician Learner Level 2	8	\$ 31.20		
Substation Electrician Learner Level 1	8	\$ 29.21		
Operations Dispatcher	6	\$ 30.12	\$ 31.80	\$ 33.45
Maintenance Person	5	\$ 27.50	\$ 29.07	\$ 30.58
<b>METERING &amp; CUSTOMER SERVICE:</b>				
Meter Technician Leadhand	9.1	\$ 41.68	\$ 42.83	\$ 43.95
Meter Technician	8.1	\$ 40.51		
Meter Technician Improver Level 5	8	\$ 37.05		
Meter Technician Improver Level 4	8	\$ 35.08		
Meter Technician Learner Level 3	8	\$ 33.12		
Meter Technician Learner Level 2	8	\$ 31.20		
Meter Technician Learner Level 1	8	\$ 29.21		
Customer Services Representative	6	\$ 30.12	\$ 31.80	\$ 33.45
Customer Services Dispatcher	6	\$ 30.12	\$ 31.80	\$ 33.45
Meter Reader	4	\$ 25.17	\$ 26.56	\$ 27.89
<b>ENGINEERING:</b>				
Engineering Technician	8.1	\$ 36.63	\$ 38.55	\$ 40.51
GIS Technician	8	\$ 35.08	\$ 37.05	\$ 38.98
Draftsperson	6	\$ 30.12	\$ 31.80	\$ 33.45
Engineering Clerk	5	\$ 27.50	\$ 29.07	\$ 30.58
<b>PURCHASING &amp; STORES:</b>				
Storekeeper	8	\$ 35.08	\$ 37.05	\$ 38.98
Building Services Person	5	\$ 27.50	\$ 29.07	\$ 30.58
<b>POSITIONS NOT EVALUATED:</b>				
Labourer		\$ 24.91	\$ 26.63	\$ 27.28
Casual Labourer		\$ 21.03		

**SCHEDULE A**  
**RATES OF PAY AND JOB CLASSIFICATIONS - SCHEDULE A**  
**April 01, 2019 to March 31, 2020**  
(This schedule is restricted for classification and pay purposes only)

CLASSIFICATION	GROUP NO.	1st year	2nd year	3rd year
<b>OPERATIONS:</b>				
Chargehand	9.1	\$ 42.41	\$ 43.58	\$ 44.71
Substation Operator	9.1	\$ 42.41	\$ 43.58	\$ 44.71
Field Representative	9	\$ 40.85	\$ 42.02	\$ 43.17
Power Line Maintainer	8.1	\$ 41.22		
Power Line Maintainer Improver Level 5	8	\$ 37.70		
Power Line Maintainer Improver Level 4	8	\$ 35.70		
Power Line Maintainer Learner Level 3	8	\$ 33.70		
Power Line Maintainer Learner Level 2	8	\$ 31.74		
Power Line Maintainer Learner Level 1	8	\$ 29.72		
Substation Electrician	8.1	\$ 41.22		
Substation Electrician Improver Level 5	8	\$ 37.70		
Substation Electrician Improver Level 4	8	\$ 35.70		
Substation Electrician Learner Level 3	8	\$ 33.70		
Substation Electrician Learner Level 2	8	\$ 31.74		
Substation Electrician Learner Level 1	8	\$ 29.72		
Operations Dispatcher	6	\$ 30.65	\$ 32.35	\$ 34.03
Maintenance Person	5	\$ 27.98	\$ 29.58	\$ 31.11
<b>METERING &amp; CUSTOMER SERVICE:</b>				
Meter Technician Leadhand	9.1	\$ 42.41	\$ 43.58	\$ 44.71
Meter Technician	8.1	\$ 41.22		
Meter Technician Improver Level 5	8	\$ 37.70		
Meter Technician Improver Level 4	8	\$ 35.70		
Meter Technician Learner Level 3	8	\$ 33.70		
Meter Technician Learner Level 2	8	\$ 31.74		
Meter Technician Learner Level 1	8	\$ 29.72		
Customer Services Representative	6	\$ 30.65	\$ 32.35	\$ 34.03
Customer Services Dispatcher	6	\$ 30.65	\$ 32.35	\$ 34.03
Meter Reader	4	\$ 25.61	\$ 27.02	\$ 28.38
<b>ENGINEERING:</b>				
Engineering Technician	8.1	\$ 37.27	\$ 39.23	\$ 41.22
GIS Technician	8	\$ 35.70	\$ 37.70	\$ 39.66
Draftsperson	6	\$ 30.65	\$ 32.35	\$ 34.03
Engineering Clerk	5	\$ 27.98	\$ 29.58	\$ 31.11
<b>PURCHASING &amp; STORES:</b>				
Storekeeper	8	\$ 35.70	\$ 37.70	\$ 39.66
Building Services Person	5	\$ 27.98	\$ 29.58	\$ 31.11
<b>POSITIONS NOT EVALUATED:</b>				
Labourer		\$ 25.34	\$ 27.09	\$ 27.76
Casual Labourer		\$ 21.40		

**SCHEDULE A**  
**RATES OF PAY AND JOB CLASSIFICATIONS - SCHEDULE A**  
**April 01, 2020 to March 31, 2021**  
(This schedule is restricted for classification and pay purposes only)

CLASSIFICATION	GROUP NO.	1st year	2nd year	3rd year
<b>OPERATIONS:</b>				
Chargehand	9.1	\$ 43.25	\$ 44.45	\$ 45.61
Substation Operator	9.1	\$ 43.25	\$ 44.45	\$ 45.61
Field Representative	9	\$ 41.67	\$ 42.86	\$ 44.04
Power Line Maintainer	8.1	\$ 42.04		
Power Line Maintainer Improver Level 5	8	\$ 38.45		
Power Line Maintainer Improver Level 4	8	\$ 36.41		
Power Line Maintainer Learner Level 3	8	\$ 34.37		
Power Line Maintainer Learner Level 2	8	\$ 32.38		
Power Line Maintainer Learner Level 1	8	\$ 30.32		
Substation Electrician	8.1	\$ 42.04		
Substation Electrician Improver Level 5	8	\$ 38.45		
Substation Electrician Improver Level 4	8	\$ 36.41		
Substation Electrician Learner Level 3	8	\$ 34.37		
Substation Electrician Learner Level 2	8	\$ 32.38		
Substation Electrician Learner Level 1	8	\$ 30.32		
Operations Dispatcher	6	\$ 31.26	\$ 33.00	\$ 34.71
Maintenance Person	5	\$ 28.54	\$ 30.17	\$ 31.73
<b>METERING &amp; CUSTOMER SERVICE:</b>				
Meter Technician Leadhand	9.1	\$ 43.25	\$ 44.45	\$ 45.61
Meter Technician	8.1	\$ 42.04		
Meter Technician Improver Level 5	8	\$ 38.45		
Meter Technician Improver Level 4	8	\$ 36.41		
Meter Technician Learner Level 3	8	\$ 34.37		
Meter Technician Learner Level 2	8	\$ 32.38		
Meter Technician Learner Level 1	8	\$ 30.32		
Customer Services Representative	6	\$ 31.26	\$ 33.00	\$ 34.71
Customer Services Dispatcher	6	\$ 31.26	\$ 33.00	\$ 34.71
Meter Reader	4	\$ 26.13	\$ 27.56	\$ 28.95
<b>ENGINEERING:</b>				
Engineering Technician	8.1	\$ 38.02	\$ 40.01	\$ 42.04
GIS Technician	8	\$ 36.41	\$ 38.45	\$ 40.46
Draftsperson	6	\$ 31.26	\$ 33.00	\$ 34.71
Engineering Clerk	5	\$ 28.54	\$ 30.17	\$ 31.73
<b>PURCHASING &amp; STORES:</b>				
Storekeeper	8	\$ 36.41	\$ 38.45	\$ 40.46
Building Services Person	5	\$ 28.54	\$ 30.17	\$ 31.73
<b>POSITIONS NOT EVALUATED:</b>				
Labourer		\$ 25.85	\$ 27.64	\$ 28.31
Casual Labourer		\$ 21.83		

**SCHEDULE A**  
**RATES OF PAY AND JOB CLASSIFICATIONS - SCHEDULE A**  
**April 01, 2021 to March 31, 2022**  
(This schedule is restricted for classification and pay purposes only)

CLASSIFICATION	GROUP NO.	1st year	2nd year	3rd year
<b>OPERATIONS:</b>				
Chargehand	9.1	\$ 44.12	\$ 45.34	\$ 46.52
Substation Operator	9.1	\$ 44.12	\$ 45.34	\$ 46.52
Field Representative	9	\$ 42.50	\$ 43.72	\$ 44.92
Power Line Maintainer	8.1	\$ 42.88		
Power Line Maintainer Improver Level 5	8	\$ 39.22		
Power Line Maintainer Improver Level 4	8	\$ 37.14		
Power Line Maintainer Learner Level 3	8	\$ 35.06		
Power Line Maintainer Learner Level 2	8	\$ 33.02		
Power Line Maintainer Learner Level 1	8	\$ 30.92		
Substation Electrician	8.1	\$ 42.88		
Substation Electrician Improver Level 5	8	\$ 39.22		
Substation Electrician Improver Level 4	8	\$ 37.14		
Substation Electrician Learner Level 3	8	\$ 35.06		
Substation Electrician Learner Level 2	8	\$ 33.02		
Substation Electrician Learner Level 1	8	\$ 30.92		
Operations Dispatcher	6	\$ 31.88	\$ 33.66	\$ 35.41
Maintenance Person	5	\$ 29.11	\$ 30.77	\$ 32.37
<b>METERING &amp; CUSTOMER SERVICE:</b>				
Meter Technician Leadhand	9.1	\$ 44.12	\$ 45.34	\$ 46.52
Meter Technician	8.1	\$ 42.88		
Meter Technician Improver Level 5	8	\$ 39.22		
Meter Technician Improver Level 4	8	\$ 37.14		
Meter Technician Learner Level 3	8	\$ 35.06		
Meter Technician Learner Level 2	8	\$ 33.02		
Meter Technician Learner Level 1	8	\$ 30.92		
Customer Services Representative	6	\$ 31.88	\$ 33.66	\$ 35.41
Customer Services Dispatcher	6	\$ 31.88	\$ 33.66	\$ 35.41
Meter Reader	4	\$ 26.65	\$ 28.11	\$ 29.52
<b>ENGINEERING:</b>				
Engineering Technician	8.1	\$ 38.78	\$ 40.81	\$ 42.88
GIS Technician	8	\$ 37.14	\$ 39.22	\$ 41.26
Draftsperson	6	\$ 31.88	\$ 33.66	\$ 35.41
Engineering Clerk	5	\$ 29.11	\$ 30.77	\$ 32.37
<b>PURCHASING &amp; STORES:</b>				
Storekeeper	8	\$ 37.14	\$ 39.22	\$ 41.26
Building Services Person	5	\$ 29.11	\$ 30.77	\$ 32.37
<b>POSITIONS NOT EVALUATED:</b>				
Labourer		\$ 26.37	\$ 28.19	\$ 28.88
Casual Labourer		\$ 22.26		

**SCHEDULE A**  
**RATES OF PAY AND JOB CLASSIFICATIONS - SCHEDULE A**  
**April 01, 2022 to March 31, 2023**  
(This schedule is restricted for classification and pay purposes only)

CLASSIFICATION	GROUP NO.	1st year	2nd year	3rd year
<b>OPERATIONS:</b>				
Chargehand	9.1	\$ 45.00	\$ 46.24	\$ 47.45
Substation Operator	9.1	\$ 45.00	\$ 46.24	\$ 47.45
Field Representative	9	\$ 43.35	\$ 44.60	\$ 45.81
Power Line Maintainer	8.1	\$ 43.74		
Power Line Maintainer Improver Level 5	8	\$ 40.00		
Power Line Maintainer Improver Level 4	8	\$ 37.88		
Power Line Maintainer Learner Level 3	8	\$ 35.76		
Power Line Maintainer Learner Level 2	8	\$ 33.69		
Power Line Maintainer Learner Level 1	8	\$ 31.54		
Substation Electrician	8.1	\$ 43.74		
Substation Electrician Improver Level 5	8	\$ 40.00		
Substation Electrician Improver Level 4	8	\$ 37.88		
Substation Electrician Learner Level 3	8	\$ 35.76		
Substation Electrician Learner Level 2	8	\$ 33.69		
Substation Electrician Learner Level 1	8	\$ 31.54		
Operations Dispatcher	6	\$ 32.52	\$ 34.33	\$ 36.11
Maintenance Person	5	\$ 29.70	\$ 31.39	\$ 33.02
<b>METERING &amp; CUSTOMER SERVICE:</b>				
Meter Technician Leadhand	9.1	\$ 45.00	\$ 46.24	\$ 47.45
Meter Technician	8.1	\$ 43.74		
Meter Technician Improver Level 5	8	\$ 40.00		
Meter Technician Improver Level 4	8	\$ 37.88		
Meter Technician Learner Level 3	8	\$ 35.76		
Meter Technician Learner Level 2	8	\$ 33.69		
Meter Technician Learner Level 1	8	\$ 31.54		
Customer Services Representative	6	\$ 32.52	\$ 34.33	\$ 36.11
Customer Services Dispatcher	6	\$ 32.52	\$ 34.33	\$ 36.11
Meter Reader	4	\$ 27.18	\$ 28.68	\$ 30.11
<b>ENGINEERING:</b>				
Engineering Technician	8.1	\$ 39.55	\$ 41.63	\$ 43.74
GIS Technician	8	\$ 37.88	\$ 40.00	\$ 42.09
Draftsperson	6	\$ 32.52	\$ 34.33	\$ 36.11
Engineering Clerk	5	\$ 29.70	\$ 31.39	\$ 33.02
<b>PURCHASING &amp; STORES:</b>				
Storekeeper	8	\$ 37.88	\$ 40.00	\$ 42.09
Building Services Person	5	\$ 29.70	\$ 31.39	\$ 33.02
<b>POSITIONS NOT EVALUATED:</b>				
Labourer		\$ 26.90	\$ 28.75	\$ 29.46
Casual Labourer		\$ 22.71		

**SCHEDULE B**  
**RATES OF PAY AND JOB CLASSIFICATIONS - SCHEDULE B**  
**April 01, 2018 to March 31, 2019**  
(This schedule is restricted for classification and pay purposes only)

CLASSIFICATION	GROUP NO.		1st year	2nd year	3rd year
<b>BILLING:</b>					
Senior Billing Control Teamlead	8	\$	35.08	\$ 37.05	\$ 38.98
Collections Representative	7	\$	32.61	\$ 34.43	\$ 36.23
Senior Billing Control Clerk	7	\$	32.61	\$ 34.43	\$ 36.23
Customer Accounts/Billing Specialist	7	\$	32.61	\$ 34.43	\$ 36.23
Customer Accounts Specialist	6	\$	30.12	\$ 31.80	\$ 33.45
Customer Accounts Representative	6	\$	30.12	\$ 31.80	\$ 33.45
<b>METERING &amp; CUSTOMER SERVICES:</b>					
Marketing Clerk	6	\$	30.12	\$ 31.80	\$ 33.45
<b>FINANCE:</b>					
Accountant	8	\$	35.08	\$ 37.05	\$ 38.98
Finance/Accounts Payable Clerk	5	\$	27.50	\$ 29.07	\$ 30.58
Junior Accountant	6	\$	30.12	\$ 31.80	\$ 33.45
Cashier	5	\$	27.50	\$ 29.07	\$ 30.58
Receptionist/Switchboard Oper.	4	\$	25.17	\$ 26.56	\$ 27.89
Information Systems Clerk	4	\$	25.17	\$ 26.56	\$ 27.89
<b>POSITIONS NOT EVALUATED:</b>					
Casual Clerk Typist		\$	17.40		

**SCHEDULE B**  
**RATES OF PAY AND JOB CLASSIFICATIONS - SCHEDULE B**  
**April 01, 2019 to March 31, 2020**  
(This schedule is restricted for classification and pay purposes only)

CLASSIFICATION	GROUP NO.	1st year	2nd year	3rd year
<b>BILLING:</b>				
Senior Billing Control Teamlead	8	\$ 35.70	\$ 37.70	\$ 39.66
Collections Representative	7	\$ 33.18	\$ 35.03	\$ 36.87
Senior Billing Control Clerk	7	\$ 33.18	\$ 35.03	\$ 36.87
Customer Accounts/Billing Specialist	7	\$ 33.18	\$ 35.03	\$ 36.87
Customer Accounts Specialist	6	\$ 30.65	\$ 32.35	\$ 34.03
Customer Accounts Representative	6	\$ 30.65	\$ 32.35	\$ 34.03
<b>METERING &amp; CUSTOMER SERVICES:</b>				
Marketing Clerk	6	\$ 30.65	\$ 32.35	\$ 34.03
<b>FINANCE:</b>				
Accountant	8	\$ 35.70	\$ 37.70	\$ 39.66
Finance/Accounts Payable Clerk	5	\$ 27.98	\$ 29.58	\$ 31.11
Junior Accountant	6	\$ 30.65	\$ 32.35	\$ 34.03
Cashier	5	\$ 27.98	\$ 29.58	\$ 31.11
Receptionist/Switchboard Oper.	4	\$ 25.61	\$ 27.02	\$ 28.38
Information Systems Clerk	4	\$ 25.61	\$ 27.02	\$ 28.38
<b>POSITIONS NOT EVALUATED:</b>				
Casual Clerk Typist		\$ 17.70		

**SCHEDULE B**  
**RATES OF PAY AND JOB CLASSIFICATIONS - SCHEDULE B**  
**April 01, 2020 to March 31, 2021**  
(This schedule is restricted for classification and pay purposes only)

CLASSIFICATION	GROUP NO.	1st year	2nd year	3rd year
<b>BILLING:</b>				
Senior Billing Control Teamlead	8	\$ 36.41	\$ 38.45	\$ 40.46
Collections Representative	7	\$ 33.85	\$ 35.74	\$ 37.60
Senior Billing Control Clerk	7	\$ 33.85	\$ 35.74	\$ 37.60
Customer Accounts/Billing Specialist	7	\$ 33.85	\$ 35.74	\$ 37.60
Customer Accounts Specialist	6	\$ 31.26	\$ 33.00	\$ 34.71
Customer Accounts Representative	6	\$ 31.26	\$ 33.00	\$ 34.71
<b>METERING &amp; CUSTOMER SERVICES:</b>				
Marketing Clerk	6	\$ 31.26	\$ 33.00	\$ 34.71
<b>FINANCE:</b>				
Accountant	8	\$ 36.41	\$ 38.45	\$ 40.46
Finance/Accounts Payable Clerk	5	\$ 28.54	\$ 30.17	\$ 31.73
Junior Accountant	6	\$ 31.26	\$ 33.00	\$ 34.71
Cashier	5	\$ 28.54	\$ 30.17	\$ 31.73
Receptionist/Switchboard Oper.	4	\$ 26.13	\$ 27.56	\$ 28.95
Information Systems Clerk	4	\$ 26.13	\$ 27.56	\$ 28.95
<b>POSITIONS NOT EVALUATED:</b>				
Casual Clerk Typist		\$ 18.06		

**SCHEDULE B**  
**RATES OF PAY AND JOB CLASSIFICATIONS - SCHEDULE B**  
**April 01, 2021 to March 31, 2022**  
(This schedule is restricted for classification and pay purposes only)

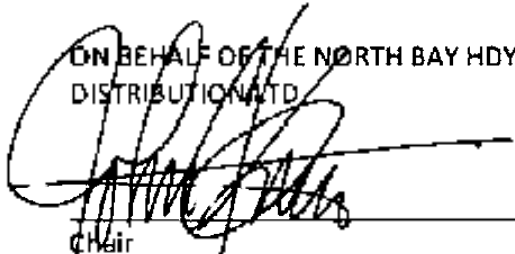
CLASSIFICATION	GROUP NO.	1st year	2nd year	3rd year
<b>BILLING:</b>				
Senior Billing Control Teamlead	8	\$ 37.14	\$ 39.22	\$ 41.26
Collections Representative	7	\$ 34.52	\$ 36.45	\$ 38.36
Senior Billing Control Clerk	7	\$ 34.52	\$ 36.45	\$ 38.36
Customer Accounts/Billing Specialist	7	\$ 34.52	\$ 36.45	\$ 38.36
Customer Accounts Specialist	6	\$ 31.88	\$ 33.66	\$ 35.41
Customer Accounts Representative	6	\$ 31.88	\$ 33.66	\$ 35.41
<b>METERING &amp; CUSTOMER SERVICES:</b>				
Marketing Clerk	6	\$ 31.88	\$ 33.66	\$ 35.41
<b>FINANCE:</b>				
Accountant	8	\$ 37.14	\$ 39.22	\$ 41.26
Finance/Accounts Payable Clerk	5	\$ 29.11	\$ 30.77	\$ 32.37
Junior Accountant	6	\$ 31.88	\$ 33.66	\$ 35.41
Cashier	5	\$ 29.11	\$ 30.77	\$ 32.37
Receptionist/Switchboard Oper.	4	\$ 26.65	\$ 28.11	\$ 29.52
Information Systems Clerk	4	\$ 26.65	\$ 28.11	\$ 29.52
<b>POSITIONS NOT EVALUATED:</b>				
Casual Clerk Typist		\$ 18.42		

**SCHEDULE B**  
**RATES OF PAY AND JOB CLASSIFICATIONS - SCHEDULE B**  
**April 01, 2022 to March 31, 2023**  
(This schedule is restricted for classification and pay purposes only)

CLASSIFICATION	GROUP NO.	1st year	2nd year	3rd year
<b>BILLING:</b>				
Senior Billing Control Teamlead	8	\$ 37.88	\$ 40.00	\$ 42.09
Collections Representative	7	\$ 35.21	\$ 37.18	\$ 39.12
Senior Billing Control Clerk	7	\$ 35.21	\$ 37.18	\$ 39.12
Customer Accounts/Billing Specialist	7	\$ 35.21	\$ 37.18	\$ 39.12
Customer Accounts Specialist	6	\$ 32.52	\$ 34.33	\$ 36.11
Customer Accounts Representative	6	\$ 32.52	\$ 34.33	\$ 36.11
<b>METERING &amp; CUSTOMER SERVICES:</b>				
Marketing Clerk	6	\$ 32.52	\$ 34.33	\$ 36.11
<b>FINANCE:</b>				
Accountant	8	\$ 37.88	\$ 40.00	\$ 42.09
Finance/Accounts Payable Clerk	5	\$ 29.70	\$ 31.39	\$ 33.02
Junior Accountant	6	\$ 32.52	\$ 34.33	\$ 36.11
Cashier	5	\$ 29.70	\$ 31.39	\$ 33.02
Receptionist/Switchboard Oper.	4	\$ 27.18	\$ 28.68	\$ 30.11
Information Systems Clerk	4	\$ 27.18	\$ 28.68	\$ 30.11
<b>POSITIONS NOT EVALUATED:</b>				
Casual Clerk Typist		\$ 18.79		

DATED AT NORTH BAY, ONTARIO THIS 20 DAY OF September, 2018

ON BEHALF OF THE NORTH BAY HDYRO  
DISTRIBUTION LTD.

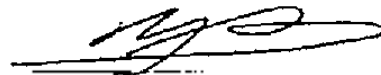


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Chair

President and Chief Operating Officer

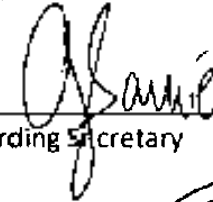
ON BEHALF OF LOCAL  
NO. 72 OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES



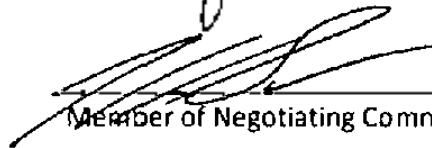
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President

Recording Secretary



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Member of Negotiating Committee

**LETTER OF UNDERSTANDING**

Originated: October 15, 1993

BETWEEN:

NORTH BAY HYDRO DISTRIBUTION LTD.

AND

LOCAL NO. 72 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

**Hours of Work**

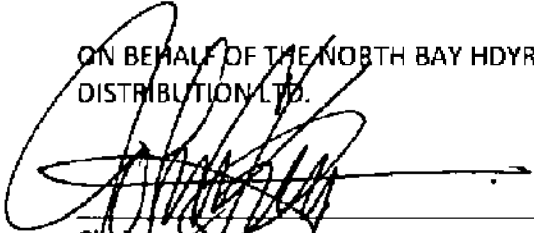
The hours of work for Schedule "A" employees will be 40 hours per week, composed of up to 10 hours per day, Monday to Friday, between 0700 and 1800 hours. The hours of work for Schedule "B" employees will be 35 hours per week, 7 hours per day, Monday to Friday, between 0700 and 1800 hours.

It is understood that the regular hours of work will be from 0800 to 1630 hours for Schedule "A" staff and 0830 to 1630 hours for the Schedule "B" staff. Lunch will be from 1200 hours to 1230 hours for Schedule "A" staff and as arranged by the supervisor for Schedule "B" staff.

Variations from the regular hours must be mutually agreed upon between the employee(s) and Management and will be for a minimum period of one week beginning on Monday with the decision made on the previous Wednesday. Lunch time must be a minimum of ½ hours (unpaid).

DATED AT NORTH BAY, ONTARIO THIS 20 DAY OF September, 2018

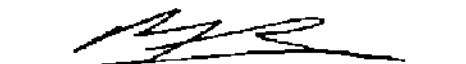
ON BEHALF OF THE NORTH BAY HYDRO  
DISTRIBUTION LTD.



Chair

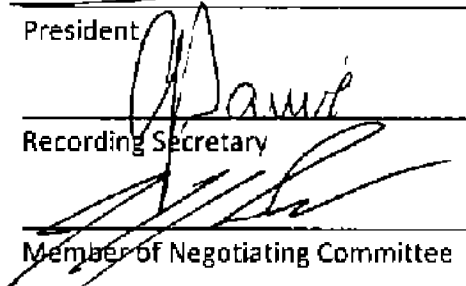
President and Chief Operating Officer

ON BEHALF OF LOCAL  
NO. 72 OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES



President

Recording Secretary



Member of Negotiating Committee

**LETTER OF UNDERSTANDING**

BETWEEN:

NORTH BAY HYDRO DISTRIBUTION LTD.

AND

LOCAL NO. 72 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

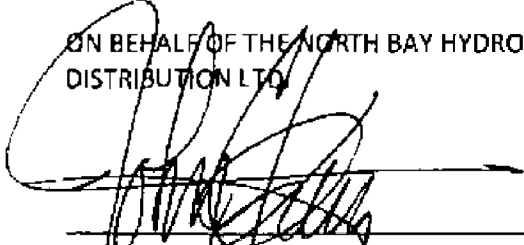
The parties agree that employees who have retired from the Corporation as of June 13<sup>th</sup>, 2005 will be entitled to continue after retirement their insurance, medical, prescription, and dental benefits with 100% of the premium cost paid by the Corporation.

Note: The parties agree that any changes to the benefit package provided to retirees in paragraph one above can only be achieved by mutual agreement between the Corporation and an individual retiree.


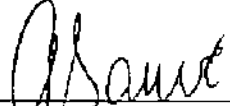
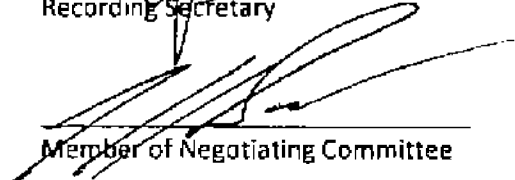
During the life of this agreement, all retirees will be entitled to any improvements to such benefits as may be negotiated.

DATED AT NORTH BAY, ONTARIO THIS 20 DAY OF September, 2018

ON BEHALF OF THE NORTH BAY HYDRO  
DISTRIBUTION LTD.

  
\_\_\_\_\_  
Chair  
\_\_\_\_\_  
President and Chief Operating Officer

ON BEHALF OF LOCAL  
NO. 72 OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES

  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Recording Secretary  
\_\_\_\_\_  
Member of Negotiating Committee

**LETTER OF UNDERSTANDING**

BETWEEN:

NORTH BAY HYDRO DISTRIBUTION LTD.

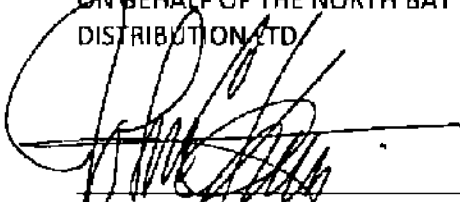
AND


LOCAL NO. 72 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES

The Employer agrees that, should it acquire another utility company during the course of the Collective Agreement, the parties will meet to discuss the ramifications of the purchase, including but not limited to: layoffs, seniority, recall, relocation, and geographical areas.


DATED AT NORTH BAY, ONTARIO THIS 20 DAY OF September, 2018

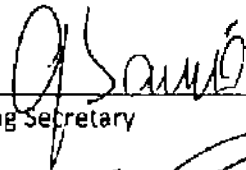
ON BEHALF OF THE NORTH BAY HYDRO  
DISTRIBUTION LTD.

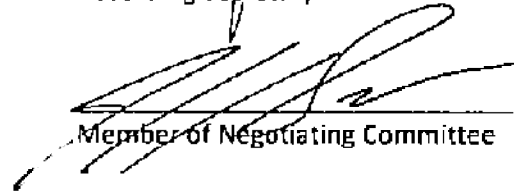
  
\_\_\_\_\_  
Chair

  
\_\_\_\_\_  
President and Chief Operating Officer

ON BEHALF OF LOCAL  
NO. 72 OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Recording Secretary

  
\_\_\_\_\_  
Member of Negotiating Committee