

COLLECTIVE AGREEMENT

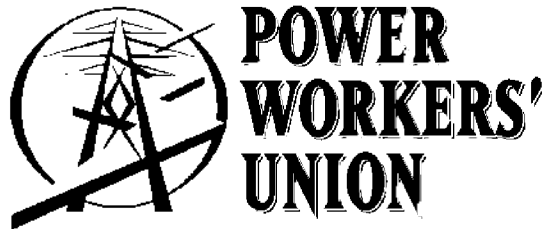
BETWEEN

PORTLANDS ENERGY CENTRE
Hereinafter referred to as “The Company”



AND

POWER WORKER’S UNION (PWU)
CUPE LOCAL 1000
Hereinafter referred to as “The Union”



January 1, 2020

to

December 31, 2022

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ARTICLE 1 – PURPOSE

The Company and the Union recognize the mutual benefit of a harmonious, safe, efficient and economical working relationship with each other through open dialogue, flexibility, and methods to constructively resolve differences.

ARTICLE 2 – UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees **of the Company in Ontario, save and except, management employees, professional employees, specialists, accounting and sales staff (including energy management staff), one Administrative Assistant and Human Resources Coordinator at each location covered by the Collective Agreement, and excluding any employees for whom another union held bargaining rights as of November 26, 2019.**

For purposes of clarity, the bargaining unit includes all Planners and excludes the Chief Engineer and Assistant Chief Engineer.

Most work of an ongoing nature to be performed for Portlands Energy Centre will be performed by regular employees.

ARTICLE 3 – MANAGEMENT RIGHTS

The Union recognizes the right of the Company to hire, promote, transfer, discharge, suspend, or otherwise discipline any employee for just cause, subject to the right of the Union to challenge such decision through the grievance/arbitration procedure. The Union further recognizes that the Company has the exclusive right to operate and manage its business in all respects in order to meet its commitments and responsibilities, including, but not limited to: determine the work to be performed, how it is to be performed, the number of employees and the classifications of the employees required to perform the work subject to the terms and conditions outlined in this agreement.

ARTICLE 4 – UNION REPRESENTATIVES

The Union will designate Accredited Union Representatives to handle the administration of this Agreement. Such representatives will be free to visit Portlands Energy Centre and to conduct normal Union business associated with the administration of this Agreement. The Union undertakes that these representatives will notify the Company and will not unduly interfere with work at Portlands Energy Centre.

The Union will designate and the Company shall recognize a Principal Steward and alternate, who shall be from the bargaining unit. The Union reserves the right to remove any Principal Steward or alternate. The Union will notify the Company of the names of such Principal Steward and alternate.

The Principal Steward or alternate, shall be allowed reasonable and sufficient time with no loss of pay to see that the provisions of this Agreement are observed.

From time to time the Principal Steward and alternate may be required to attend Union meetings or training courses not related to Portlands Energy Centre directly. In these cases, the Company will, subject to business conditions, upon reasonable and sufficient notice from the Union, release the individuals and the Union will be responsible for wages and expenses.

The Principal Steward and alternate will be responsible for their regularly assigned work on behalf of the Company.

ARTICLE 5 – UNION SECURITY

All employees, as per Article 2, shall be members of the Union and shall as a condition of employment, maintain such membership. In all cases, for employees in the Bargaining Unit as defined in Article 2, the Company shall deduct from the bi-weekly wages of each employee an amount equal to the weekly union dues (in effect at the time) times two (2), and shall transmit the monies so deducted to the Financial Officer of the Union on a monthly basis including a list of employees for whom dues are being remitted.

The Company will supply a current list of all bargaining unit members including their employee number, start date and job classification, as well as home contact information (address, phone number and company e-mail address) annually.

ARTICLE 6 – SUCCESSOR RIGHTS

In the event that the Company sells or merges or amalgamates with any other body, or transfers any part or all of its business to another body, the Company undertakes to ensure that the Employer(s) to whom the business is transferred (New Employer) will be bound by this Collective Agreement and that the Union will continue to be the Bargaining Agent for the employees of the Employer(s) to whom the business is transferred.

Should any union file any application at the Ontario Labour Relations Board in an effort to gain representative rights for employees of the New Employer, neither the Company nor the New Employer shall take any position in such proceedings other than to recognize the rights of the Union to represent the employees.

ARTICLE 7 – NO STRIKES AND LOCKOUTS

The Union agrees that neither it nor its representatives will authorize, cause, condone, sanction or take part in any strike or other form of job action during the term of the agreement.

The Company agrees that it will not authorize, cause, condone, sanction or take part in any lockout during the term of the agreement.

ARTICLE 8 – NO DISCRIMINATION

There shall be no discrimination, interference, restraint or coercion, by or on behalf of the Company regarding any employee because of membership in the Union.

The Company and the Union further agree there shall be no discrimination against any employee for any reason prescribed by the Ontario Human Rights Code.

Allegations of violations of the Ontario Human Rights Code are subject to the grievance procedure in Article 10.

ARTICLE 9 – AMENDMENTS

During the term of the agreement, amendments may be made to the Collective Agreement with the mutual consent of the Union and the Company.

ARTICLE 10 – GRIEVANCE/ARBITRATION

No employee shall be disciplined in any manner, demoted, suspended or discharged except for just cause.

Step 1 – Complaint

It is the mutual desire of the parties that any complaint shall be dealt with as quickly as practicable, with full discussion and disclosure in an attempt to avoid the need for a formal grievance.

Any allegation that an employee has been subjected to harassment or any dispute arising out of the content of this Agreement shall be understood to be a fit matter for the following grievance procedure.

Step 2 – Formal Grievance

A formal grievance may be submitted by the Union to the General Manager, or his/her designate, within fifteen (15) days after the unresolved issue has been identified. The General Manager or his/her designate will meet with the Union, and if applicable, the employee involved, to discuss and resolve the issue. The General Manager or designate will render a decision within seven (7) days following the day on which the written grievance was presented to him/her.

Step 3 – Mediation/Arbitration

Failing settlement, the grievance may proceed to Mediation/Arbitration if requested by either party. The parties shall jointly name a single Mediator/Arbitrator. In the event that the parties cannot agree on the naming of a Mediator/Arbitrator, the Ontario Labour Relations Board shall appoint a Mediator/Arbitrator who shall hear and decide the case within thirty (30) days after receipt of notice to Mediate/Arbitrate.

The parties shall each pay one-half of the expenses of the Mediator/Arbitrator.

NOTES:

The time limits as described in this article may be extended by mutual agreement.

The regular salary for the local Principal Steward or his/her alternate and the employee related to steps 1 and 2 will be the responsibility of the Company.

Unless otherwise agreed to, after a letter(s) of reprimand and/or discipline has been on an employee's file for a maximum of eighteen months (18), and there have been no further occurrences, then the letter(s) of reprimand/discipline will be removed from all files.

ARTICLE 11 – SENIORITY AND SERVICE CREDIT

Seniority is bargaining unit wide and accumulation of seniority shall begin on the date of commencement of regular or probationary employment.

Where more than one employee has the same seniority date, seniority will then be based on the employee identification number assigned by the Company where the employee with the lower number is the most senior.

Seniority shall cease for any of the following reasons:

If an employee quits, retires, is terminated for just cause and the termination is not reversed through the grievance procedure; if an employee is permanently promoted out of the scope of the bargaining unit, or is not recalled to work within twelve (12) months after having been laid off; or if an employee fails to return to work after having been recalled from a layoff.

ARTICLE 12 – POSTING POSITIONS AND SELECTION TO VACANCIES

All vacancies shall be posted in a timely fashion and shall be posted internal to the bargaining unit prior to external posting for a minimum period of two (2) weeks, indicating the closing date. This period may be waived or shortened with the Principal Steward's agreement. The job will be posted in a manner that is consistent with the job description for the position.

Employees must submit their application in writing prior to the designated closing date to be considered for the position.

Selection will be made to a vacancy within four (4) months from the date the job is posted.

For vacancies, first consideration will be given to regular employees, **employed at the site where the vacancy is posted (“vacancy site”)**, in order of seniority, who satisfactorily meet the performance requirements of their present position as well as meet the minimum qualifications.

If there are no qualified regular employee applicants employed at the vacancy site, next consideration will be given to regular employees employed in the bargaining unit outside the vacancy site, in order of seniority, who satisfactorily meet the performance requirements of their present position as well as meet the minimum qualifications of the posted vacancy.

For supervisory vacancies, the Company will consider leadership skills, technical skills and performance to determine the most qualified candidate; however, when more than one candidate is equally suitable, seniority will be the deciding factor. **Again, first consideration will be given to regular employee applicants at the vacancy site. If there are no qualified regular employee applicants from the vacancy site, next consideration will be given to regular employee applicants in the bargaining unit outside the vacancy site.**

Qualified temporary employees will be given fair and objective consideration for vacancies after regular employees.

ARTICLE 13 – EMPLOYEE CATEGORIES

Regular Employees:

Regular employees are those employees who will be performing ongoing work and have successfully completed their probationary period.

Probationary Employees:

Both parties agree that the business requires highly motivated and skilled employees working as part of a team. To that end, new employees shall be required to serve a probationary period of six (6) months with the Company reserving the right, in certain circumstances and after consultation with the Union, to extend this period to a maximum of one (1) year. A probationary employee is always hired with the intention of making him/her a regular employee at the satisfactory conclusion of the six (6) month probationary

period. During that period, the Company will assess whether an employee is suitable to be retained. Any decision to extend a probationary period or a decision not to retain a probationary employee is subject to challenge under the grievance/arbitration procedure.

Temporary Employees:

Temporary employees may be hired for periods of up to twelve (12) months to perform work which would normally be performed by the regular employees. At the request of the Company, the Union may grant extensions to the temporary work period beyond the twelve (12) months.

In the event that a temporary employee is selected to a permanent position, the time worked as a temporary employee, without a break in service exceeding five (5) months, will count towards their probationary period. In addition, seniority for the temporary period will be credited.

Students:

A student is an employee hired for a specific period of time who intends on returning to High School, University or College following their term of employment.

It is not the intention to use students to replace regular workers or perform duties of plant operations. Students will be hired for specific periods of time at the sole discretion of the company.

Students will be paid according to the ESA for vacations. Students do not qualify for benefits, shift premiums or retirement contributions.

ARTICLE 14 – VACATION

Vacation leave entitlement will be as follows:

0 - 4 years of continuous service	120 hours
5 - 15 years of continuous service	160 hours
16 - 24 years of continuous service	200 hours
25 plus, years of continuous service	240 hours

For the purposes of achieving the one hundred and sixty (160) hour credit, the Company, at its sole discretion, may recognize and provide credit for experience gained through previous employers in the same, or essentially the same capacity, for which an employee is hired.

Vacation entitlement is earned from January 1 to December 31. Vacations may be taken at any time during the calendar year in accordance with a local process jointly developed to ensure fair and equitable distribution.

Employees hired during the calendar year earn vacation on a prorated basis.

The Company will not unreasonably deny vacation requests provided that the scheduling is arranged to suit Company work schedules.

In the event that an employee ceases employment at some time during the calendar year, he/she shall only be entitled to the prorated amount earned to the date of termination. If an employee has unused prorated vacation, the unused portion will be paid to the employee. If the employee has used more vacation than the prorated amount of vacation the employee would have been entitled to upon termination, the employee will have the difference deducted from his/her final cheque and make additional arrangements for repayment if a balance is still owing.

An employee may carry over, with Company approval, up to 40-hours of vacation to be taken in the following year.

It is recognized that interruption or cancellation of scheduled vacation can create significant disruption to family life. It is agreed that all reasonable efforts should be made before this action is taken. However, in the event it is necessary, the following will apply:

Reimbursement will be made for out of pocket expenses incurred by an employee who, at the request of the Company, either defers an approved vacation or returns before a vacation has been completed.

When an employee is called back from vacation, or when an employee's vacation is cancelled at the request of the Company, the employee shall receive premium rates of pay for the first shift worked of cancelled vacation days for which seven (7) calendar days notice has not been given.

In such cases the deferred or interrupted vacation days are to be rescheduled at a later date.

When a paid holiday falls within an employee's scheduled vacation leave, the statutory holiday provisions within the agreement will apply for the day.

Should an employee become disabled by sickness or accident during his/her scheduled vacation leave, the period of disability will be treated as an absence due to disability and excluded from vacation with the proper medical documentation.

ARTICLE 15 – 12-HOUR SHIFT HANDOVER

Employees who regularly work a continuous 12-hour shift schedule will receive an additional 24 hours paid time off per calendar year. This time off will be put into employees' banked time January 1st. If the banked time is not scheduled off it will be paid out on the final pay period of the year. If shift handover exceeds the anticipated timeframes the parties will make appropriate adjustments to shift handover compensation. These options would include additional paid time off and overtime payments.

An employee who provides relief for the Shift or Assistant Engineer shall be paid ten (10) minutes at applicable overtime rates for shift handover for each shift covered.

ARTICLE 16 – STATUTORY HOLIDAYS

The Company recognizes and pays for the following Statutory Holidays for each regular or probationary employee:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and three (3) floating holidays. Floating holidays may be taken on such days as the employee and his/her supervisor mutually agreed upon, following reasonable advance notice on the part of the employee.

All employees will be paid for Statutory Holidays based on a regular 8 hour day. In addition, employees scheduled to work on a Statutory Holiday will receive double time for the hours worked.

Employees who are scheduled to work on a Statutory Holiday shall have the option of being paid or taking the time off in lieu. Stat hours must be used within the current calendar year, or be paid

out prior to the final pay period. **Notwithstanding the foregoing, Employees that are scheduled to work on Christmas Day and Boxing Day may carry over time off in lieu into the subsequent year, and these hours must be used by June 1st of the subsequent year or be paid out.**

Remembrance Day

In addition to the Statutory Holidays named above, those employees who are serving or have served in the Canadian Armed Forces, including those who are currently active in the reserve component, shall be entitled to Remembrance Day as a Statutory Holiday.

ARTICLE 17 - HOURS OF WORK, SHIFT SCHEDULES AND SHIFT CHANGE NOTICE, OVERTIME, WEEKEND PREMIUMS AND SHIFT DIFFERENTIAL

17.1 Hours of Work

The Company and the Union agree that flexibility in work schedules benefit both the employee and the Company. The nature of the business requires regular periodic maintenance shutdowns that are generally scheduled on weekends.

Employees may be assigned to either work a continuous shift schedule comprised of 12-hour shifts; a work week consisting of 5 x 8 hour day shifts Monday to Friday (40 hours); or a combination of both to facilitate training, vacation and any other absences. Start and stop times are as flexible as circumstances permit.

Maintenance Technicians

Maintenance technicians shall be scheduled to work a five (5) day x eight (8) hours, Monday to Friday, forty (40) hour work week. Subject to company approval, employees working straight days will have the option of working 4 x 10-hour day-shifts Monday to Friday for specific periods of time designated at the sole discretion of the Company.

17.2 Shift Schedules and Shift Change Notice

Employees engaged in rotating shift schedules shall be scheduled to work daily hours of work not to exceed twelve (12) hours per day. There must be a minimum of eight (8) hours between shifts.

These hours of work shall be set out in a shift schedule that provides as much advance notice of the hours of work for each employee as possible and at a minimum, the shift schedule shall always provide six (6) months advance notice of the hours of work for each employee. All shift schedules shall be posted and maintained in a prominent place.

PEC Management commits to scheduling the maintenance week on the rotating shift schedule to run consecutively with no breaks Monday to Friday with understanding that there may be times that flexibility in scheduling will be necessary.

Shift schedules shall be established with the approval of 70% of the affected employees.

Requests to change any employee's regular work schedule (from shift crew to shift crew, between 8 and 12 hours) will be discussed with the affected employee(s) at least 7 calendar days in advance.

The first shift of the altered work schedule will be paid at overtime rates if there was insufficient notice.

17.3 Overtime

All overtime will be paid at double time.

The company will make best efforts to distribute the overtime equitably amongst all qualified, regular employees.

All scheduled overtime cancelled within 24 hours of its scheduled commencement shall result in a cancellation payment of 4 hours pay at straight time.

17.4 Weekend Premiums and Shift Differential

Employees on a regular 12-hour continuous shift schedule will be paid time and one quarter for all hours worked on Saturdays and Sundays.

Employees who normally work a scheduled rotating shift shall receive a shift differential of **\$3.05** per hour worked.

17.5 Day Shift Operator ("DSO"); and Day Shift Assistant Relief Operator ("DSARO")

1. The DSO will not normally provide relief but may be required to do so from time to time. The hours of work for the DSO will normally be as follows:

DSO

07:00 to 15:00 - Monday to Friday

2. The DSARO will perform relief when required because of other employee's vacation, illness, and/or training, and other relief needs when requested. When not providing relief as described, the DSARO will work in support of the Assistant **Shift Engineer**. When not providing relief, **a schedule may be arranged as follows:**

A total of 40 hours per week averaged over a two-week period, and may be 8-hour day shifts, or a combination of 8 and 12 hour day shifts Monday to Friday.

Weekend Premiums and Shift Differential

Employees on a regular 12 hour continuous shift scheduled will be paid time and one quarter for all hours worked on Saturdays and Sundays.

Day Shift Operator and the Day Shift Assistant Relief Operator will receive a shift differential of **\$3.05** per hour worked.

The DSO and DSARO when called upon to perform relief work will be paid the applicable rate for the position being relieved. The DSO will follow the **Shift Engineer** level of the wage schedule for normal hours of work and relief when required. The DSARO will follow the Assistant **Shift Engineer** wage schedule for normal hours of work when providing relief.

Any additional hours worked outside of the schedules specified above for the DSO and the DSARO shall be paid at premium rates.

ARTICLE 18 – LUNCH, REST BREAKS AND MEALS

Maintenance Technicians shall be granted a thirty (30) minute paid lunch break which shall be provided at the midpoint of an 8 or 10 hour shift or when the workload permits. A fifteen (15) minute rest period shall be provided at the midpoint of the first half and second half of each work day.

Shift workers (12-hour days) shall be provided two thirty (30) minute paid lunch periods after every four hours of work, and a fifteen (15) minute rest period at the midpoint of each four hour segment of the shift.

All employees are to remain on site during paid breaks and lunch periods.

When an employee works more than two hours beyond their normal daily scheduled hours they shall be paid a meal allowance of twenty-five dollars (\$25.00) for each lunch period, if a meal cannot be reasonably provided. Additional meal(s) allowance will be provided every four (4) hours thereafter.

On scheduled days off, and providing the employee was notified of the overtime the previous day, an employee shall be entitled to the same meal allowance as they would have on a scheduled work day. If the employee is not notified of the overtime at least ten (10) hours in advance, the employee is entitled to meal(s) allowance for the normal lunch periods.

ARTICLE 19 – CALLOUT

An employee responding to a callout will earn two times the regular rate for all time worked, including travel time (to a maximum of 2 hours) to and from the workplace. Employees will receive a minimum of 4 hours regular pay when called out.

Employees called at home to be consulted on technical work related issues shall be paid a minimum of one (1) hour at double time.

ARTICLE 20 – REDUCTION OF STAFF

No regular employee shall be laid off as a result of the contracting out of work.

Reductions of staff will be achieved through attrition or volunteers to the extent possible.

No regular employee shall be involuntarily laid off until the Company and the Union establish the appropriate procedures with respect to issues like severance, recall, transfer to other Company facilities and any other alternatives. **Appropriate procedures shall not allow bumping (displacement) between plants located in different municipalities and will ensure qualified laid off employees have access to vacancies in their classification at plants outside their plant's municipality behind employees laid off from those other plants. If the parties cannot agree upon the appropriate procedures, the dispute may be settled via the expedited mediation/arbitration Procedure before Arbitrator John Stout.**

ARTICLE 21 – RETIREMENT AND LIFE INSURANCE, EXTENDED HEALTH BENEFITS

21.1 Retirement Plan

The Employer agrees to pay into an operative retirement plan (Power Sector Retirement Plan) an amount equal to 8% of base salary from year 0 to year 2 of service, and 9% of base salary thereafter for each

employee. The Employer agrees to remit these amounts to the Power Sector Retirement Plan on a monthly basis. Employees will be entitled to adjust their personal contribution levels up to the Canada Revenue Agency limits with a corresponding reduction in pay.

21.2 Extended Health Benefits and Life Insurance - Regular Employees, Probationary Employees, Retirees and Regular Employees Receiving Workplace Safety and Insurance Board Payments

The Company shall reimburse each employee the cost associated with the previous year's Ontario Health Premium by March 31st of each year.

Subject to the condition that employees enroll their spouse and dependent children, the Company agrees to pay 100 percent (100%) of the premiums for:

1. OHIP - Covers medical and standard ward hospital services.
2. Supplementary Plan - Covers semi-private hospital services.
3. Extended Health Benefit/Group Dental Plan/Life Insurance - Coverage details are contained in the jointly agreed to company brochure.

Changes to the plans affecting employees within the jurisdiction of the Union shall be made only upon mutual consent.

Effective January 1 of each year of the collective agreement, dentist fees will be paid up to the amounts shown in the current ODA Fee Guide.

Employees Hired After January 1, 2017

Employees will be entitled to post-retirement benefits (PRB) when the sum of their age (Minimum 55 years of age) and years of service is equal to or greater than seventy-five (75).

Employees Hired Before January 1, 2017

Employees will be entitled to post-retirement benefits (PRB) if they have worked for Portlands Energy Centre for a continuous period of ten (10) years and retire whilst in employment of the company.

ARTICLE 22 – SALARY/WAGES AND PAY PROCEDURE

22.1 Pay Procedure

Employees will be paid by direct deposit to the financial institution of their choice. Pay will be deposited bi-weekly on Thursday. All employees shall receive a stub with detailed pay information, including all deductions.

22.2 Relief /Acting

An employee relieving in a higher classification will receive the first (1st) step on the wage schedule for the higher position which provides an increase over the employee's current rate.

The progression principles will be applied in relief and acting situations. During training, the employee will receive the MIN Operator rate. After two (2) years of relief, the employee will receive the MID Operator rate. After meeting the required criteria outlined in the Progression Principles and providing two (2) years of shift relief at the MID rate, the employee will receive the MAX Operator rate.

22.3 Active Controller/Contractor Monitoring

An employee who is assigned by Management the role of Active Controller/Contractor Monitoring, during annually scheduled outages, and is performing supervisory responsibilities, shall receive 15% above the base rate.

For Active Controller/Contractor Monitoring assigned by management outside of annually scheduled outages the premium shall be 5% above the base rate.

22.4 Acting in Non-PWU Position

An employee who is formally asked to relieve for the Chief Operating Engineer shall receive a paid premium of fifteen percent (15%) above their normal rate. Non-voluntary assignment of Acting Chief Operating Engineer duties will only be assigned if there are no qualified volunteers.

An employee who is formally asked to relieve in a position outside the bargaining unit shall receive a paid premium of fifteen percent (15%) above their normal rate.

22.5 Wage Schedule

Wage Schedule 22.5	January 1,	January 1,	January 1,
	2020	2021	2022
	2.10%	2.10%	2.25%
Shift Engineer - Max	\$58.03	\$59.25	\$60.58
Shift Engineer - Mid	\$55.28	\$56.44	\$57.71
Shift Engineer - Min	\$49.74	\$50.78	\$51.92
Assistant Shift Engineer - Max	\$44.64	\$45.58	\$46.61
Assistant Shift Engineer - Mid	\$42.49	\$43.38	\$44.36
Assistant Shift Engineer - Min	\$38.28	\$39.08	\$39.96
Maintenance Technician - Max	\$59.61	\$60.86	\$62.23
Maintenance Technician - Mid	\$56.76	\$57.95	\$59.25
Maintenance Technician - Min	\$51.09	\$52.16	\$53.33
Clerical - Max	\$34.35	\$35.07	\$35.86
Clerical - Mid	\$32.71	\$33.40	\$34.15
Clerical - Min	\$29.45	\$30.07	\$30.75
Student	\$20.74	\$21.18	\$21.66

22.6 Escalator Clause

In addition to the wage increases specified above:

In the third year of the Collective Agreement, namely January 1, 2022 to December 31, 2022 the following formula shall apply:

- a) An increase of more than 2.25% in the Ontario All Items Index (2002 = 100) published by Statistics Canada in December 2022 over the index for November 2021 will activate the escalator clause.
- b) On December 31, 2022, base rates will be increased by an amount equivalent to the amount which the increase to the index exceeds 2.25% in the twelve (12) month period specified in (a) above.

ARTICLE 23 – CLOTHING AND SAFETY EQUIPMENT

A regular or probationary employee shall be reimbursed for the purchase of appropriate safety footwear annually to a maximum of **\$300.00**.

The Company agrees to supply clean coveralls to any employee assigned duties outside of an office environment.

The Company agrees to supply appropriate outdoor clothing for employees who are required to work outdoors.

The Company shall supply all required personal protective equipment to employees.

The Company will provide approved safety glasses for employees who require prescription lenses.

ARTICLE 24 – SICK LEAVE/SHORT TERM SICK LEAVE/LONG TERM DISABILITY

24.1 Sick Leave – Probationary and Regular Employees

The benefits of the Company's Sick Leave Plan shall be considered as part of this Agreement. However, it is recognized that its provisions are not an automatic right of an employee and the administration of this plan and all decisions regarding the appropriateness or degree of its application shall be vested solely in the Company.

Regular and probationary employees are eligible for all benefits from the first day of work.

For each unrelated requirement for sick leave, the first fifteen (15) days of each absence shall be paid at 100% by the Company.

Normally, employees will be expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours and the employee can be released from his/her duties, the time shall be paid at 100% by the Company. All major medical absence forms will be completed for any absence of five (5) continuous days or more, or when requested by management. The Company will compensate the employee for the cost associated with completing these forms.

Employees will be required to submit all forms required by management through their personal physician.

24.2 Short Term Disability/Long Term Disability

Coverage details for Short Term Disability and Long Term Disability are contained in the jointly agreed to Company brochure.

For periods of sick leave longer than fifteen (15) days, Short Term Disability benefits will be provided at 66 ⅔ of the base income. The premium is payable by the employee to a maximum of 0.5% of base income. Short Term Disability benefits are non-taxable.

Long Term Disability benefits will be 66 ⅔ % of base income and will be taxable. The Long Term Disability premium is payable by the employer.

In the event of denial of the LTD benefits, the employee will continue to receive STD benefits until completion of an LTD appeal process.

Extended health benefits coverage, life insurance coverage and employer/employee pension contributions (employee contributions to be maintained at the same level they were at commencement of the medical absence) will be provided by the Company for the period of medical absence, and service credit/seniority continues to accrue.

All major medical absence forms will be completed for any absence of five (5) continuous days or more, or when requested by management. The Company will compensate the employee for the cost associated with completing these forms.

Employees will be required to submit all forms required by management through their personal physician.

Any discipline related to sick leave that is imposed and grieved by the union will be referred directly to an Arbitrator for resolution after the General Manager has a reasonable opportunity to resolve the issue. Employees who are on sick leave for thirty (30) days or more may be eligible to participate in a return to work program, in accordance with the Company's policy.

ARTICLE 25 – PREGNANCY/PARENTAL/ADOPTION LEAVE

A female employee may continue at work during her normal pregnancy until such time as the duties of her position cannot be performed reasonably by a pregnant woman or the performance of her work is materially affected by the pregnancy.

If she has been employed by the Company for a period of thirteen (13) weeks immediately preceding the estimated day of her delivery, she will, on request, be granted a pregnancy leave.

Options:

Pregnancy Leave: An eligible female employee may apply for normal **pregnancy** leave of up to seventeen (17) weeks duration, commencing no earlier than seventeen (17) weeks prior to the expected confinement date. She shall give the Employer two (2) weeks notice in writing of the day upon which she intends to commence her leave of absence.

When the actual date of delivery is later than the estimated day of delivery, the normal leave of absence shall not end before the actual date of delivery.

Discontinued Pregnancy Leave: An employee who delivers prematurely and whose child is consequently hospitalized is entitled to discontinued pregnancy leave. She can return to work before the end of her pregnancy leave and complete it when the child no longer requires hospital care.

Physician's Certificate: When an employee applies for pregnancy leave, she must provide the Employer with a certificate from her physician stating that she is pregnant and giving the estimated date of delivery.

Return to Work: The Company will give an employee their previous job upon return to work without loss of seniority.

Pregnancy Leave Payment: Employees who are eligible for pregnancy leave shall be paid a pregnancy leave benefit in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this benefit, the employee must provide the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to the Employment Insurance Act.

Parental Leave/Adoption Leave: Employees who are eligible for parental leave/adoption leave shall be paid in accordance with the Supplementary Unemployment Benefit (SUB) Plan. Each parent who has been employed by an employer for at least thirteen (13) weeks is entitled to a parental leave/adoption leave of up to **sixty-three (63)** weeks maximum, following the birth of a child or when the child first comes into custody and care of the parent. The employee shall provide the Company two (2) weeks notice in writing of the day upon which the leave of absence commences. Where the adopted child is less than six (6) years old at the time the child enters the home, the primary caregiver will be granted an additional leave of up to seventeen (17) weeks.

According to the Supplementary Unemployment Benefit (SUB) Plan, payment will consist of:

PREGNANCY/PARENTAL BENEFITS – ALL GROUPS

ELIGIBILITY	TOTAL WEEKS	PREGNANCY	PARENTAL/ADOPTION LEAVE
BIRTH MOTHER	78 wks max leave 78 wks max coverage	1 week at 93% of your weekly salary (SUB paid by PEC) before EI benefits begin + 15 weeks EI + SUB = 93% + 1 week at 93% of your weekly salary paid in the last week of the statutory leave (pregnancy and/or parental leave) prior to returning to work**	3 weeks EI + SUB = 93% + 58 weeks EI
BIOLOGICAL FATHERS/ADOPTION LEAVE	63 weeks maximum leave, 61 weeks maximum coverage	N/A	2 week waiting period (if required*) = unpaid 3 weeks EI + SUB = 93% + 58 weeks EI
LEGAL ADOPTION - (Primary Care-Giver, adopting child less than six (6) years old)	78 weeks maximum leave, 61 weeks maximum coverage	N/A	1 week at 93% of your weekly salary (SUB paid by PEC) before EI benefits begin 3 weeks EI + SUB = 93% + 1 week at 93% of your weekly salary paid in the last week of the statutory leave (pregnancy and/or parental

			leave) prior to returning to work** + 58 weeks EI
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NOTE: A waiting period is not always required, should parents choose to share parental benefits, the parent filing the second claim may not be required to serve a two (2) week waiting period for EI. There would be one waiting period. Timelines show maximum length of leaves, as well as possible EI and SUB allowance treatments, which may be available, provided qualifiers/conditions of specific legislation/agreements/policies are met.

****If an employee is still in receipt of EI benefits in the last week of the statutory leave (pregnancy and/or parental), payment will be EI + SUB = 93%. This scenario will occur if an employee takes less than the full statutory leave. If no EI benefits are payable in the last week of the statutory leave (pregnancy and/or parental), SUB paid by PEC will be 93%. This scenario will occur if an employee takes the full statutory leave.**

These payments will only be made if the employee signs an agreement with the Employer providing:

- (a) That they will return to work and remain in the Company employ for a period of six (6) months from the date of return to work;
- (b) That they will return to work on the date of the expiry of the pregnancy leave, unless the employee is entitled to another leave provided for in this agreement;
- (c) That the employee recognizes that she is indebted to the Employer for the payments received if she fails to return to work as per the provisions of sub-sections (a) and (b).

Benefits: The Employer will pay 100% of the premiums for OHIP/OHP, EHB, Supplementary Plan and Dental Plan for employees granted normal or parental/adoption leave. The Employer will also continue to pay its retirement pension plan contribution. There will not be any loss of vacation or sick leave entitlement during normal or parental/adoption leaves.

ARTICLE 26 – LEAVE OF ABSENCE

26.1 General

Occasionally, an employee will be in a situation where there is no reasonable alternative to being absent from work for personal reasons. When in the Company’s judgment the circumstances warrant such action, a limited leave of absence with pay may be granted.

26.2 Funeral Leave

A regular employee will be released from duty for a period of up to three (3) days without reducing base earnings in the event of the death of a member of the immediate family including parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, spouse, son, son-in-law, daughter, daughter-in-law, grandparents, grandparents-in-law and grandchildren, step-mother, step-father, step-brother, step-sister, step-son, or step-daughter provided the employee attends the funeral.

NOTE: This Article is a guide applicable under ordinary circumstances, on the distinct understanding that it does not set a rigid limit.

26.3 Jury Duty/Witness Duty

Base rate of pay, pension and benefits will be maintained when an employee is called for jury duty or is subpoenaed to appear in court as a witness. Employees will be paid the difference in wages between an employee's straight time wage, excluding premium pay, and the fee allowed by the courts.

26.4 Annual Training for Reserve Force

A regular employee who serves with the Reserve Component of the Canadian Armed Forces and can be released from work may be granted a leave of absence in order to attend annual training or a forced call out.

For the period of time the employee attends annual training, the employee will be paid the difference between the gross amount received from the Department of National Defence for the full training period and his/her base rate of pay, pension and benefits for the period of absence. The employee will be required to furnish his/her supervisor with a statement from the commanding officer or Finance Department of the reserve unit, showing the amount received from the Department of National Defense for the training period.

ARTICLE 27 - JOINT COMMITTEES

27.1 Joint Health and Safety Committee

The parties agree that each employee has the authority to stop unsafe work and make every effort to make the work safe.

The parties will consult regularly on employee health and safety matters. The following joint advisory committee will be established to facilitate this consultation.

1. Goals

To participate in the formation of health and safety strategy, policy and training requirements and will provide input and recommendation on safety matters.

2. Personnel

- (a) Two (2) representatives of the Company.
- (b) At least two (2) Union representatives, selected by the Union. The Company will provide certification training for the members.

3. Function

- (a) Identify and assist with the resolution of problems and issues related to health and safety.
- (b) Review proposed health and safety initiatives and advise on effectiveness and implementation plans.
- (c) Evaluate existing policies, procedures and work practices and advise the Company on recommended changes. This function applies particularly to safety rules and work protection code.
- (d) Assist in developing joint policies on health and safety
- (e) Recommend training initiatives.
- (f) Carry out any other functions as required by legislation.
- (g) The committee will meet monthly, or as mutually agreed.

27.2 Accident and Incident Investigation

Worker members of the local JHSC shall be trained in the company's Accident/Incident Investigation Process. A worker representative from the local JHSC will participate in Accident/Incident Investigations in which a worker is killed, critically injured or where there was a reasonable potential for serious harm to a worker.

ARTICLE 28 – CERTIFICATE/LICENSE RENEWALS AND PROFESSIONAL DUES

Employees who are required to maintain TSSA Certificates, licences or professional dues to carry out their duties will have the cost of renewals covered by the Company.

Employees will be given a paid day off when they write their Operating Engineer examinations if the examination is scheduled to be written during the employee's regularly scheduled shift. Examination fees will be reimbursed by the Company.

ARTICLE 29 - TERM OF AGREEMENT

This agreement is in effect from January 1, 2020 and remains in effect until December 31, 2022.

In the event that either party desires to amend the Agreement but not to terminate the same, either party, by notice in writing not more than ninety (90) days and not less than thirty (30) days before the anniversary date, will serve notice of the proposed amendments and both parties shall commence to negotiate in good faith with a view to arriving at an agreement on the proposed amendments and all provisions of the Agreement, other than those proposed to be amended, shall continue in full force and effect.

ARTICLE 30 – BANKED TIME

The following Banked Time in Lieu Of Overtime agreement shall apply to all PWU represented employees as follows:

An employee who has accumulated overtime hours shall receive this in earnings, calculated at the appropriate premium rate and cannot be required to take time off in lieu of payment. However, the employee may instead elect to accrue lieu time credit calculated at the appropriate premium rate in place of payment.

If no request is made prior to the overtime being worked, payment at the appropriate overtime rates will be automatic and paid as per Article 17.3.

The accrued lieu time will be taken at a time, which is mutually agreeable to both parties. Banked time cannot be taken when overtime is required to cover the shift that the individual is requesting off. Banked time cannot be taken until vacation is **scheduled** and floating statutory days are used.

The employee can bank up to **60** hours and can only renew the **60** hours or a portion thereof after it has been taken off or paid out. If the employee chooses to cancel scheduled banked time it will be paid out and cannot be put back in the bank. Any banked time in excess of the **60** hours maximum will be paid out on the following regular pay period.

Any banked time in lieu of overtime not scheduled off, taken will be paid out as of December 31 of each year.

ARTICLE 31 – PROGRESSION PRINCIPLES

Training and Advancement – 3rd Class Assistant **Shift Engineers**

Once a 2nd Class Certification is obtained, the employee may commence **Shift Engineer** training at MIN **Shift Engineer** level for maximum of 6 months. Upon **successful** completion of training the employee will remain at the MIN level for 18 **additional** months and follow the Article 31 Progression Principles thereafter. Training will include check points with the Chief, timing for training and checkpoints will be clearly identified in writing by the company.

The employee may be required at times to rotate on shift with the Assistant **Shift Engineer** position until Training & Advancement period is completed.

Any employee who obtains a Second Class Power Engineering certificate of qualification will be eligible for this program.

With respect to Maintenance Technicians, Assistant Shift Engineer and Shift Engineer Positions, progression is as follows:

Min: (90%)

- Meets minimum education/certification qualifications for position
- Two (2) years or more of directly related industry experience following education/certification
- Developing working knowledge of all processes, equipment, programs, etc
- Ongoing training and assessments of routine tasks
- Requires regular guidance
- Limited ability to work independently

Mid: (100%)

- Meets minimum education/certification qualifications for position
- **Has two (2) years' experience in the respective stream (Assistant Shift Engineer, Shift Engineer, Maintenance Technician) at PEC in the Min Level**
- **If a new hire has four (4) years or more of directly related industry experience post education/certification**
- Developing working knowledge of all processes, equipment, programs, etc
- Ongoing training and assessments of progressively responsible tasks
- Works closely with others, requires periodic supervision
- Beginning to perform more work independently

Max: (105%)

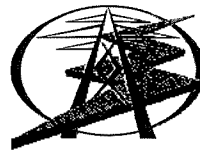
- Meets minimum education/certification qualifications for position
- **Has two (2) years of experience at PEC at the Mid level**
- Thorough working knowledge of all processes, equipment, programs, procedures
- Ongoing training and assessments of progressively responsible tasks
- Can work independently without regular direction
- Provides work direction to others
- Provides technical advice to others

Signed on behalf of

Signed on behalf of



Portlands Energy Centre



**POWER
WORKERS'
UNION**

Kevin Dick
General Manager,
Portlands Energy Centre

Jeff Parnell
Vice President, Sector 2
Power Workers' Union

Jason Eyles
Maintenance Manager,
Portlands Energy Centre

Ravi Seegobin
Power Workers' Union Steward

Sarah Kinsie
HR and Facility Management,
Portlands Energy Centre

Peter Ruttan
Power Workers' Union Steward

Dated this 15th day of OCTOBER 2020.