

COLLECTIVE AGREEMENT

between

INNPOWER CORPORATION

and

POWER WORKERS' UNION
C.U.P.E. LOCAL 1000, INNISFIL

July 1, 2022 to June 30, 2026

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COLLECTIVE AGREEMENT

Between

INNPOWER CORPORATION
(hereinafter referred to as the "Company")

and

POWER WORKERS' UNION, C.U.P.E. LOCAL 1000, INNISFIL
(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this agreement is to maintain a harmonious relationship between the Company and its employees and to provide an orderly and amicable method of settling any differences or grievances which arise.

ARTICLE 2 - UNION RECOGNITION AND SECURITY

- 2.01 The Company agrees to recognize the Union as the sole bargaining agent for all employees of the Company, save and except Supervisor, Engineers, those above the rank of Foreperson and Supervisor, persons regularly employed for not more than 24 hours per week, and students.
- 2.02 The Company shall submit bargaining unit members' dues to the Union on a monthly basis. The Company will also supply a current list of all bargaining unit members including their employee number, start date and job classification/occupation code as well as home contact information (address, phone number and email address) on a monthly basis electronically.
- 2.03 In consideration of the deduction and forwarding service by the Company, the Union agrees to indemnify and save the Company harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

ARTICLE 3 – DEFINITIONS

- 3.01 Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

ARTICLE 4 - NO DISCRIMINATION

4.01. The Company and the Union agree that there shall be no discrimination exercised or practiced with respect to an employee by reason of membership or non membership in the Union. Any employee who feels that **they have** suffered discrimination shall have the right to seek redress in accordance with the Grievance and Arbitration Procedure, and legislative Acts and Procedures.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union agrees that the Company has the exclusive right to manage its affairs including but without restricting the foregoing, the right to direct the staff and hire, promote, transfer, layoff, suspend, discharge or discipline employees for just cause, subject always to the employee's right to lodge a grievance.

ARTICLE 6 - NO STRIKE - NO LOCKOUT

6.01 The Union agrees it will not counsel or authorize any strike during the lifetime of this Agreement and the Company agrees that there will be no lockout of Employees during the term of the agreement. The terms "strike" and "lockout" as used above will be defined in accordance with the definitions set out in the Labour Relations Act of the Province of Ontario.

ARTICLE 7 - SENIORITY

7.01 Seniority shall be defined as the length of continuous service a regular employee and/or regular part time (on a pro-rated basis) employee has established with the Company from the last date the employee entered the employ of the Company. The Company shall post a seniority list on a bulletin board semi-annually. A copy of the seniority list will be sent to the Principal Steward.

7.02 An employee shall lose **their** seniority and shall cease to be an employee of the Company if **an employee:**

- 1) terminates voluntarily;
- 2) is discharged and not reinstated;
- 3) retires;
- 4) is absent from work for three (3) or more days without permission unless the employee provides the Company with documented evidence, judged by the Company to be unavoidable reasons for not reporting for work;
- 5) is laid off for a period of twelve (12) or more months;
- 6) fails to report to work after a layoff within four (4) working days of recall, notice of which has been mailed by registered mail to the last address the employee has reported to Management;
- 7) is absent from work because of non-occupational illness or injury providing the employee's Short Term Income Protection Plan's 119 days has elapsed and a further twelve (12) months has elapsed;
- 8) is absent from work because of occupational illness or injury covered by the Workplace Safety and Insurance Board for twenty-four (24) or more months;

- 9) is permanently disabled and unable to work for the Company in a job classification in which there is a job available and the Company has tried to find other work for them.

ARTICLE 8 - EMPLOYEE CATEGORIES

- 8.01 Regular employees are persons who have successfully completed the probationary period and have been granted regular status with the Company.
- 8.02 A probationary employee is a person hired on a trial basis for six (6) months, during which time they shall not be subject to the terms of this agreement, except in the wage rate classification or where clauses specifically refer to probationary employees therein. Employees retained past the six (6) months shall be deemed satisfactory and placed on the seniority list and credited with seniority from the date last hired. Upon written agreement by the Union and the Company, the probationary period may be extended up to three (3) months.
- 8.03 Regular part-time employees are persons who work more than 24 hours and less than 40 hours per week.
- 8.04 The Company will provide seven (7) days prior written notification to the Union of a change to an employee's category.
- 8.05 The Company and Union agree that temporary employment is permitted within this Collective Agreement. The Company will notify the Principal Steward when a temporary employee is utilized for a position. The temporary employment shall not exceed **twelve (12)** months. Temporary employees will not be hired for more than twelve (12) months in a twenty-four (24) month period, unless mutually agreed **upon**. No position after twelve (12) months will be deemed **temporary and the temporary employee will be reclassified as a regular employee** unless mutually agreed upon. In the event that temporary employees become regular through a job posting (without a break in employment), such temporary time will be credited to their seniority. Temporary employees will be covered by the Collective Agreement with the exception of Articles 13 and 16. Temporary employees will not be hired into positions where regular employees can be stepped up.

When an Employee is relieving for a maternity/parental/ adoption leave, the employee will be considered temporary for up to and including the duration of that particular leave.

The temporary employee will be entitled to 4% vacation pay or equivalent time off, as mutually agreed.

The position will be subject to union dues.

ARTICLE 9 - GRIEVANCE PROCEDURES

- 9.01 a) Any difference of opinion regarding the interpretation, application, administration or alleged violation of the terms of this Agreement shall be considered a fit matter for the grievance process

- b) The parties acknowledge that in the interests of promoting good working relationships, the above-mentioned differences should be dealt with and settled at the earliest possible stage. The employee will seek to resolve the issue with their first line of supervision (and Principal Steward/Steward if requested) prior to invoking the aforementioned formal process. Failing resolution after five (5) working days regarding the issue, Step 1 of the grievance process will be applied.
- c) Grievances shall be in writing for all steps and must cite the grievous act or, specific provision(s) of the agreement, which is claimed to have been violated and the redress sought, with a copy to the Manager of Human Resources. Grievances must be filed by the employee, with the assistance of Union or Principal Steward (or delegate) within fifteen (15) working days of the alleged violation and shall be dealt with in the steps outlined below. The time limit set out for the processing of grievances shall be observed strictly by the parties except in the case of mutual agreement to alter the time limits of the grievance procedure.

Step 1

The employee, with assistance of a Principal Steward (or delegate), shall take the grievance up with the first line of supervision. Management shall respond in writing, on or with the grievance document within five (5) working days. The Principal Steward (or delegate) will advise Management in writing within five (5) working days as to the reason(s) why a written settlement offer has been declined. Failing settlement at this stage, the Principal Steward (or delegate) may immediately proceed to Step 2 within an additional five (5) working days.

Step 2

The employee, with the assistance of a Principal Steward (or delegate), may then take the matter up with the next level of supervision within five (5) working days, at which time any or all the people concerned may be present. Failing settlement at this stage, the Principal Steward (or delegate) may immediately proceed to Step 3 within an additional five (5) working days.

Step 3

The employee, with the assistance of a Principal Steward (or delegate), may then take the matter up with the Manager of Human Resources within five (5) working days, at which time any or all the people concerned may be present. Failing settlement at this level within twenty (20) working days, the matter may then be referred to arbitration, as provided in Article 10 of this agreement.

9.02 All policy grievances will start at Step 3 of the grievance procedure and will start at the Manager of Human Resources.

9.03 All written warnings and disciplinary letters shall not be relied upon or referred to after twenty-four (24) months of the last recorded disciplinary action, unless a lesser time is agreed upon between the parties. Remove all disciplinary letters after twenty-four (24) months of occurrence.

ARTICLE 10 - ARBITRATION

- 10.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application, administration or alleged violation of this agreement which cannot be settled after exhausting the grievance procedure, will be settled by arbitration, as defined in the Ontario Labour Relations Act. No Board of Arbitration shall have the power to alter or change any of the provisions of this agreement or to substitute any new provisions for any existing provision or to provide a decision, which is inconsistent with any terms or provision of this agreement.
- 10.02 Each party to this agreement will bear the expenses and fee of its arbitrator and the parties will share equally the expenses and fee of the Chairperson.
- 10.03 Where mutually agreeable a sole arbitrator may be used in place of a Board of Arbitration.

ARTICLE 11 - COMMITTEES AND STEWARDS

- 11.01 The Company acknowledges the right of the Union to appoint or otherwise select regular employees to committees and stewards in accordance with the section of this Article. The Union shall advise the Company of the names of personnel serving on these committees and as stewards it being agreed to limit stewards to two (2).
- 11.02 It is acknowledged by the Union that stewards and committee members have regular duties to perform on behalf of the Company, and that such persons will not absent themselves from their duties without the express permission of the Supervisor concerned. Such permission will not be unreasonably withheld.
- 11.03 The steward will be provided with a locking file cabinet on the Company property.
- 11.04 The Union and Management recognize that effective Labour Relations depend on cooperation and open communication within the parties. Regular scheduled meetings of the Labour Relations Committee will be held quarterly, if required, a time mutually agreeable to the Union and the Corporation. An agenda outlining the matters for discussion will be submitted by each party to the other not less than seven (7) days prior to the scheduled meeting. The Labour Relations Committee will consist of the Principal Steward and the Union Staff Officer or designate and may bring one (1) subject matter expert to the meeting. Minutes of the meeting will be distributed ten (10) working days after the meeting to the Principal Steward.

ARTICLE 12 - JOB POSTING, LAYOFFS AND RECALLS

- 12.01 When vacancies occur or new positions in the bargaining unit are created, these positions will be sent electronically to all regular employees via corporate email and posted on a bulletin board accessible to all regular employees for a period of seven (7) working days, during which time present regular employees will have opportunity to apply before **external candidates** are considered.

In all appointments/promotions, Management shall give preference to the employee having the best skill, qualifications and ability to perform the job. In the event that skill,

qualifications and ability to perform the job are equal, regular full-time bargaining unit seniority shall govern.

- 12.02. In the event of lay-off, the Company will notify the Union of the job classifications to be laid off at least twenty (20) working days before the effective date of the lay-off, to discuss alternative measures to avoid the lay-off.
- 12.03 Prior to a lay-off of regular and regular part-time employees in the bargaining unit, all students, temporary employees and contractors within that classification shall be laid off first.
- 12.04 In the event that it is necessary to reduce employees, the Company agrees that regular and regular part-time employees shall be laid off by job classification and level within the bargaining unit in the reverse order of seniority provided that qualified employees remain to perform the work available.
- 12.05 Regular and regular part-time employees laid off may exercise their bumping rights providing they are bumping a regular employee with less seniority and they possess the skill, qualifications and ability to perform the job. When bumping into a lower job classification, the rate of pay shall be the highest for that job classification but not greater than the employee's current rate of pay. Regular and regular part-time employees laid off may displace a student, temporary employee or contractor in any job classification providing they possess the skill, qualifications and ability to perform the job.
- 12.06 If a senior employee previously held a regular (excluding relief or temporary) position of an employee who has lesser bargaining unit seniority in a higher classification, the senior employee will bump the less senior employee, in event of a layoff.
- 12.07 Regular and regular part-time employees shall be recalled in the reverse order of seniority in which they were laid off provided they possess the skills, qualifications and ability to perform the job available. The Corporation will send notice by registered mail to the last known address, which the employee has filed with the Corporation.
- 12.08 No regular employee will be laid off as a result of the use of contractors.
- 12.09 For the purpose of lay-off, Union Stewards shall be given 1 additional year of service.

ARTICLE 13 - SICK LEAVE

- 13.01 A regular employee and the probationary employee who has completed three months continuous employment, while absent on sick leave, will receive compensation from the Company for all normal working days in accordance with the approved Short Term Income Protection Plan, appended hereto as Schedule "B" to this agreement.
- 13.02 The Company agrees to pay on behalf of regular employees and regular part-time employees 100% of a Long Term Income Protection Plan, appended hereto as Schedule "C" to this agreement.

13.03 It is recognized and agreed that additional benefits granted by the Company in settlement of this current agreement satisfy the requirements of the refund provision of the rebate section of the Employment Insurance Sick Leave legislation.

ARTICLE 14 – WORKERS’ COMPENSATION PAYMENTS

14.01 Payments under the Workers’ Compensation Act will be made according to the provisions set out within that Act. Pending the decision of the Workplace Safety and Insurance Board regarding the legitimacy of a claim, an amount equal to an employee's normal earnings be advanced at **their** current level of sick leave.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Bereavement Leave

A regular employee will be allowed a maximum of five (5) days off when a death of a father, mother, sister, brother, spouse/partner, son, daughter, step parent. A regular rate of pay will be maintained.

A regular employee will be allowed a maximum of three (3) days off when a death occurs of a father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild, step brother, step sister, step son, step daughter or other relative living with the employee.

In addition, one (1) day bereavement leave will be granted in the death of an aunt or uncle, **niece or nephew**. If requested by the Corporation the employee shall provide proof of death.

Note: The Company will consider request for additional time off under extenuating circumstances.

15.02 Union Business

Subject to workload, leave of absence without pay may be granted to persons delegated to represent the membership on union business.

15.03 Maternity, Parental Leave and Adoption Leave

Pregnancy, Adoption, and Parental Leave will be administered subject to the terms and in accordance to the Employment Standards Act.

15.04 Jury or Witness

Leave of absence with pay without loss of seniority benefits will be granted to an employee who serves as a juror or witness in the Province of Ontario. The Company shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and proof of the amount received, satisfactory to the Company.

15.05 Dependent Care

An employee shall be granted up to two (2) working days per contract year to care for ill dependents. The employee shall notify **their** Department as close as possible to the start of the work day of the need to be absent. Such leave will be charged against the employee's accumulated sick credit. **Employees will be allowed to use half (1/2) days dependent care if they require four (4) hours or less.** An employee will be charged one (1) sick occurrence, from the existing four (4) occurrences, when the **one (1) day has** been utilized.

15.06 Education

An Employee will be granted up to three (3) paid hours off during the employee's regular working day for testing related to approved/budgeted Company courses at a post-secondary College/University.

ARTICLE 16 - BENEFITS

- 16.01 As a condition of employment every regular employee shall join the benefit plans stated, either as single or family coverage. Every probationary employee, as a condition of employment, who has completed three months continuous employment, shall join the benefit plans stated, either as single or family coverage, unless otherwise stated. A married employee whose spouse is employed elsewhere may elect not to participate, subject to signing the appropriate waiver. The benefits provided under these conditions will be in accordance with and subject to the terms and conditions of the contract entered into by the Company with the respective insuring agency. The Company may negotiate the terms and conditions and/or select plan carriers for any of the benefits, provided however that the benefits and coverage are basically the same on the understanding there must be mutual agreement from the Union.
- 16.02 The Company agrees to pay one hundred percent (100%) of the cost and maintain coverage for a benefits plan that provides for Extended Health Care, Hospitalization, Dental and Life Insurance. The Company and the Union shall meet within thirty (30) days of ratification to review the Benefits booklet, the provisions of which form part of the Collective Agreement. The Company shall make copies of the Benefits booklet available to all employees.
- 16.03 The Company reserves the right to change benefit carriers providing the level and continuity of each benefit is not reduced. The Company shall provide the Union with thirty (30) days written notice of their intent to change carriers.
- 16.04 For benefit items which may be eligible for coverage under the Assistive Devices Program, as well as the Company's Health Plan, employees can claim the difference between what they actually pay and the amount reimbursed by the government agency.
- 16.05 Temporary employees are not entitled to benefits under this Article.
- 16.06 In addition to the Canada Pension Plan, every eligible employee, effective the date of commencement of employment shall join the basic O.M.E.R.S. Pension Plan in accordance with the provisions of the plan.

- 16.07 The Company shall provide E.I., W.S.I.B., and E.H.T. coverage to all regular and probationary employees in accordance with the provisions of the respective Acts and Regulations and Collective Agreement.
- 16.08 The Company agrees to pay fifty percent (50%) of the cost and maintain coverage for a benefits plan that provides for Extended Health Care, Hospitalization, Dental and Life Insurance for early retirees from age 55 to 65 who have a minimum of 15 years of service with InnPower.

ARTICLE 17 - ANNUAL VACATIONS AND PAID HOLIDAYS

- 17.01 Vacation schedules must be mutually agreed upon between the Company and the employees. Vacation requests submitted by February 1st shall be granted on a seniority basis amongst employees within their department. Vacation requests submitted after February 1st will be granted on a first come first serve basis. Vacation credits shall be calculated on the basis of the employee's anniversary date. Employees will be allowed to use their vacation credits at any time within the calendar year of their anniversary date, with carryover only allowed in exceptional circumstances.
- 17.02 Management may, for purposes of granting vacation, permit a level of entitlement that reflects a new employee's experience in other organizations. This will have no change in regards to item 7.01 – Seniority.

Employees with 1 year and less than 3 years' service will receive two (2) weeks' vacation with pay.

Employees with 3 years and less than 5 years' service will receive three (3) weeks' vacation with pay.

Employees with 5 years' service will receive three (3) weeks plus one (1) day vacation with pay.

Employees with 6 years' service will receive three (3) weeks plus two (2) days' vacation with pay.

Employees with 7 years' service will receive three (3) weeks plus three (3) days' vacation with pay.

Employees with 8 years' service will receive three (3) weeks plus four (4) days' vacation with pay.

Employees with 9 years' service will receive four (4) weeks' vacation with pay.

Employees with 13 years' service will receive four (4) weeks plus one (1) day vacation with pay.

Employees with 14 years' service will receive four (4) weeks plus two (2) days' vacation with pay.

Employees with 15 years' service will receive five (5) weeks' vacation with pay.

Employees with 20 years' service will receive five (5) weeks plus one (1) day vacation with pay.

Employees with 23 years' service will receive five (5) weeks plus two (2) days' vacation with pay.

Employees with 24 years' service will receive five (5) weeks plus three (3) days' vacation with pay.

Employees with 25 years will receive six (6) weeks' vacation with pay.

Employees with 26 years' service will receive six (6) weeks plus one (1) day vacation with pay.

Employees with 27 years' service will receive six (6) weeks plus two (2) days' vacation with pay.

Employees with 28 years' service will receive six (6) weeks plus three (3) days' vacation with pay.

Employees with 29 years' service will receive six (6) weeks plus four (4) days' vacation with pay.

Employees with 30 years' service will receive six (6) weeks plus five (5) days' vacation with pay.

17.03 The following paid holidays are recognized as requiring time off with normal pay for all regular and probationary employees. When such holidays fall on a Saturday or Sunday, the holiday will be observed on the immediate preceding Friday or following Monday, as the Company may decide.

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Christmas Day
Good Friday	Civic Holiday	Boxing Day
Easter Monday	Labour Day	

17.04 Three floater days per calendar year will be provided to each regular employee, to be taken at a time mutually agreeable by the employee and management. In addition, all employees will receive 1 full paid day on the final work day prior to December 25 and 1/2 paid day on the final work day prior to January 1.

17.05 Vacation pay shall be based on the employee's regular classification. The employee's vacation pay will be reduced on a pro-rata basis when:

- (1) on leave of absences without pay aggregating in excess of twenty (20) working days;
- (2) laid off for temporary periods aggregating in excess of thirty (30) working days.

17.06 When, during their vacation, an employee is incapacitated due to an illness or injury and produces a medical doctor's certificate, they shall be entitled to take their vacation or part thereof at another time mutually agreed upon.

ARTICLE 18 - HOURS OF WORK AND OVERTIME RATES

18.01 The following hours of work shall be considered normal hours and paid at the standard rate as shown on Schedule "A".

Monday to Friday, 8 hours per day (five days per week, 40 hours per week) between the hours of 7:30 am and 6:00 p.m. with a minimum, unpaid, one-half hour for lunch.

All authorized work performed at other than normal hours will be considered overtime and paid at two times the employee's basic rate.

NOTE:

Overtime work, including public weekend events, will be offered first to regular full time employees within the department affected and will be equitably distributed amongst qualified employees. When additional internal support is required from outside the department, the Company will endeavor to distribute overtime in an equitable manner amongst regular full time employees.

18.02 Hours of work arrangements other than those noted above may be developed and implemented providing the following principles are adhered to:

- a) Such schedules will be established by mutual agreement between Management and the Principal Steward or delegate.
- b) Operational effectiveness will be maintained.
- c) Either party may cancel such arrangements with thirty (30) days' notice.

Such arrangements may include flexible hours, summer hours, compressed work week.

18.03 Employees will have the option to bank their overtime at the appropriate premium rate to a maximum of eighty (80) hours per year. **Employees may carryover the balance of their hours that must be used by June 30 of the following year or shall be paid out based on year earned.**

ARTICLE 19 - OVERTIME MEAL PER DIEM

19.01 An employee shall be entitled to an overtime meal per diem when the employee is required to work more than 2 hours overtime **continuously** after a regular shift, where a suitable meal cannot be provided to the employee.

If a suitable meal cannot be provided the employee shall receive a per diem of **\$23.00**. If an employee is called out to work extended periods of overtime on Saturday, Sunday or statutory holidays, without forewarning (i.e. unplanned), the Company will provide the employee with an appropriate meal on approximately a four hour interval basis. If forewarned (i.e. planned), the employee shall carry or provide **all meals**. **If an employee works beyond eight (8) planned overtime hours, the Company shall provide a meal after two (2) hours and on a four (4) hour interval basis.**

19.02 It is recognized that between the hours of midnight and normal starting time, it may not be feasible for the Company to provide a meal, and the employee may not feel the need for one.

ARTICLE 20 - CLOTHING AND PERSONAL TOOLS

- 20.01 It is agreed by the Company that each employee who will be required to work outside, excluding delivery work, will be supplied with the following items that may only be used/worn while performing work for the Company:
- (a) Work gloves, as required.
 - (b) The employee shall be reimbursed the cost of "Green Patch" CSA approved dielectric safety boots/shoes, acceptable to the Company, upon presentation of a bona fide receipt, up to a maximum of **\$285.00 effective July 1, 2022, \$295.00 effective July 1, 2023, \$305.00 effective July 1, 2024.**
 - (c) Overalls to protect clothing when working under adverse conditions.
 - (d) A parka, acceptable to the Company, for the following: Engineering Technician, Engineering Technologist, Purchaser/Stockkeeper and GIS/Autocad Technician, Meter Technician and Protection & Control Technologist. A replacement will be provided when previous parka is worn out and returned.
 - (e) Fire Retardant clothing which is required by law/regulation to be worn, will be supplied by the Company at no cost to the employee.
- 20.02 **The Company shall supply, maintain and replace all tools and equipment necessary for employees to carry out their work duties. All tools are the Company's property and cannot be used for personal use. Employees will be required to exercise due care in the use and treatment of all tools and equipment whether issued to them personally, assigned to them, or used by them.** Replacements will be provided on a return basis and for reasons satisfactory to management.

ARTICLE 21 – ON-CALL

- 21.01 The Company agrees that when it requires an employee to be on standby, (available at a moment's notice) they will be paid **\$44.00, effective July 1, 2022** per diem Monday to Friday. Employees will be paid **\$49.00, effective July 1, 2022** per diem Saturday and Sunday. Employees will be paid **\$59.00, effective July 1, 2022** for recognized paid holidays as per 17.03. **On-Call** will be offered to regular employees prior to contractors.
- 21.02 When an employee is called in for work outside of **their** normal working hours, the employee shall be provided with a minimum payment two (2) hours' pay at the appropriate premium rate or the actual time worked at the appropriate premium rate whichever is the greater, except when a short call follows within two (2) hours of the completion of the previous call or if the call falls within the minimum payment of two (2) hours, in which case time shall be considered continuous from the start of the previous call. There shall be no minimum payment applicable to overtime worked as an extension either before or after an employee's normal daily hours.

ARTICLE 22 - WAGE RATES AND JOB CLASSIFICATIONS

- 22.01 Rates of pay ranges and job classifications shall be as shown on Schedule "A" attached to and forming part of this Collective Agreement.

ARTICLE 23 - RELIEF PAY

- 23.01 When an employee is assigned by a **Supervisory role** to perform the duties of a higher classification (Union position), **they** shall receive eight percent (8%) of **their** current rate. When an employee is relieving in a Non-Union position, **they** shall receive fifteen (15%) of

their current rate. When a Non-Union position is filled for more than eighteen (18) months the Principal Steward must be notified and a bonafide reason must be given to extend the term past the eighteen (18) month duration.

ARTICLE 24 - COPIES OF AGREEMENT

24.01 The Company shall have printed sufficient copies of the Collective Agreement within thirty (30) days of signing.

ARTICLE 25 – TERMINATION AND AMENDMENT

25.01 This agreement shall remain in force for a period of **four (4) year(s) from July 1, 2022 to June 30, 2026** and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days and not less than before its termination date, either party shall furnish the other with notice of a desire to terminate or amend this agreement. The parties agree to meet a minimum of two (2) weeks in advance of the scheduled negotiation commencement date to exchange agendas unless otherwise mutually agreed.

ARTICLE 26 – SUCCESSOR RIGHTS

The parties agree that Section 69 of the Labour Relations Act 1995 is incorporated into this collective agreement as it read on the date of June 6, 2003. Should the Company merge, amalgamate or combine with another organization the Company agrees to advise The Union. The representation rights and collective agreement in respect to the new organizations’ members and the status quo of the Power Workers’ Union (CUPE local 1000 – C.L.C.) members shall be maintained until the final determination is made under the Labour Relations Act of Ontario or any successor organization as to the proper representation of the combined group.

ARTICLE 27 – MID-TERM AGREEMENTS

Working conditions during the term of this Agreement shall be outlined in this Agreement and any Mid-Term Agreements.*

*A Mid-Term is a modification of the Collective Agreement executed by the parties in the following format during the term of the Collective Agreement.

Mid-Term Agreement

Title _____

Number _____

Date _____

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

InnPower Corporation

Power Workers’ Union

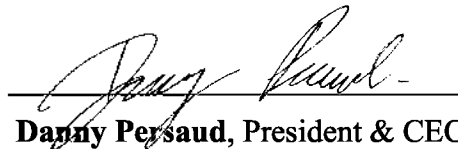
ARTICLE 28 – JOB EVALUATION PLAN

The Job Evaluation Plan and Maintenance Manual shall form part of the Collective Agreement.

SIGNED THIS 5th DAY OF August, 2022



**James Middleton, Vice President
Power Workers' Union**



**Danny Persaud, President & CEO
InnPower Corporation**

SCHEDULE "A"

Band/Position	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Band A	\$27.76	\$28.48	\$29.16	\$29.86
Band B	\$31.29	\$32.11	\$32.88	\$33.67
Stockkeeper (C)	\$32.54	\$33.38	\$34.18	\$35.00
Customer Engagement Representative (D)	\$33.87	\$34.75	\$35.59	\$36.44
Purchaser/Stockkeeper (D)	\$33.87	\$34.75	\$35.59	\$36.44
Computer User Support Technician (E)	\$35.23	\$36.15	\$37.01	\$37.90
Customer Service Representative (E)	\$35.23	\$36.15	\$37.01	\$37.90
Infrastructure Coordinator (E)	\$35.23	\$36.15	\$37.01	\$37.90
Accounting Clerk (E)	\$35.23	\$36.15	\$37.01	\$37.90
Information Systems Analyst (F)	\$36.62	\$37.57	\$38.47	\$39.39
Financial Analyst (G)	\$38.10	\$39.09	\$40.03	\$40.99
GIS/Autocad Technician (H)	\$39.63	\$40.66	\$41.64	\$42.63
Engineering Technician (H)	\$39.63	\$40.66	\$41.64	\$42.63
Network Administrator (H)	\$39.63	\$40.66	\$41.64	\$42.63
Engineering Technologist (I)	\$46.90	\$48.12	\$49.27	\$50.45
Meter Technician (I)	\$46.90	\$48.12	\$49.27	\$50.45
Powerline Technician Journeyman (I)	\$46.90	\$48.12	\$49.27	\$50.45
Protection & Control Technologist (I)	\$46.90	\$48.12	\$49.27	\$50.45

Any licenses or C of Q's that are required by the company for tradespeople will be reimbursed by the company including renewal costs.

4% increase to lead hand for non-foreman linesman (power line technician) responsible for job planning on service truck or as trouble 1 after hours

Any employee who applies for a lower job classification will be compensated at 100% of the lower job classification rate.

Employees moving to higher paid positions will have their rate adjusted to the closest percentage noted above with no reduction in wages.

Progressions are not automatic and are subject to a satisfactory performance appraisal.

New Employees

Progression Steps – Non-Trades

Progression through steps: 85% start, 90% after 6 months, 95% after 12 months, 100% after 24 months.

If an employee is hired at 90%, the employee will be progressed to 95% after six months and 100% after 18 months. If an employee is hired at 95% they will be progressed to 100% after 12 months.

Progression Steps – Trades

Team Lead	108
Lead Hand	104
P&C Technologist	100 (8,000 hours + Level 2 Completed) 90 (6,000 hours + Level 2 Completed) 80 (4,000 hours + Level 2 Completed) 70 (2,000 hours + Level 1 Completed)
Starting Rate	60

Meter Technician Journeyperson	100 (8,000 hours + Level 3 Completed) 90 (6,000 hours + Level 3 Completed) 80 (4,000 hours + Level 2 Completed) 70 (2,000 hours + Level 1 Completed)
Starting Rate	60

Powerline Technician Journeyperson	100 (8,000 hours + Level 4 Completed) 90 (6,000 hours + Level 3 Completed) 80 (4,000 hours + Level 2 Completed) 70 (2,000 hours + Level 1 Completed)
Starting Rate	60

Management will implement a permanent lead hand position for the service crew.

For a period of 6 months commencing at the start of this agreement, management will implement a lead hand position on the construction crew on a trial basis. At the 6-month period, Management will meet with the Union to engage in a discussion regarding the pilot outcome.

Progressions are not automatic to the Journeyperson level but are based on the successful completion of 8000 hours of service, the successful completion of MEARIE/Infrastructure Health & Safety Association training programs and the Issuance of a Journeyperson Certificate of Qualification (C of Q). On successful completion of the C of Q employees will receive the Journeyperson rate retroactive to the date the employee was eligible to write the exam (maximum 90 days retro pay).

Employees who are hired as apprentices shall be given credit for all related apprentice hours worked for placement in the progression schedule.

SCHEDULE "B"
SHORT TERM INCOME PROTECTION

1. **General**

The following plan is designed to provide the regular employee and the probationary employee who has completed six months continuous employment with an income if they cannot perform their normal duties due to illness or injury during a short term disability. This plan does not duplicate or replace any Workers' Compensation benefits. Any reference to employee(s) in this schedule means regular employee(s).

2. **Short Term Disability Defined**

A period of disability resulting from illness or injury, including but not limited to mental, emotional, nervous disorders, alcoholism, or drug addiction, as determined by a legally qualified medical practitioner, which prevents an employee from attending their regular work and which extends for a period of not more than 119 days.

3. **Seniority of Service**

Service for all employees, for the purpose of this plan, shall mean completed years of full time continuous service with InnPower.

4. **Short Term Income Protection Plan**

Employees shall be paid for a non-occupational accidental injury or absence due to illness.

Any absence of four hours or more on a scheduled working day shall constitute an "occasion" for which the employee shall be paid according to the following:

- a) from the first day of absence for the first four (4) occasions of absence in a calendar year; and
- b) from the second day of the fifth (5th) occasion of absence in a calendar year; and
- c) from the third day of the sixth (6th) occasion of absence in a calendar year; and
- d) from the fourth day of the seventh (7th) and subsequent occasions of absence in a calendar year.

Successive absences due to the same or a related cause shall be considered as one continuous occasion of disability, unless separated by return to active employment for a period of two months. A disability due to a different cause shall be considered a new occasion, even if the disability occurs within a two month period.

SCHEDULE "B" (continued)

A certificate from a legally qualified medical practitioner shall be required for each period of absence lasting four (4) or more consecutive days.

5. Wage Rate Determination

For the purposes of this plan, a week's pay shall be the normal regular hours worked per week, in effect at the time of the occurrence. Length of service will be established based on the time of the occurrence.

Short term coverage shall apply to disabilities lasting up to 119 days and pay shall be continued in accordance with the following schedule:

Length of Service	100% of Salary first	70% of Salary balance
Less than one year	2 weeks	15 weeks
1 year, but less than 2	3	14
2 years, but less than 3	4	13
3 years, but less than 4	5	12
4 years, but less than 5	6	11
5 years, but less than 6	7	10
6 years, but less than 7	8	9
7 years, but less than 8	9	8
8 years, but less than 9	10	7
9 years, but less than 10	12	5
10 years, but less than 11	14	3
over 11 years	17	0

6. Termination of Short Term Income Protection

An employee shall be paid while he is disabled until the earlier of:

- i. the employee returns to work; or
- ii. the employee retires, either at the normal retirement age or opts to retire early; or
- iii. the employee exhausts their entitlement under the plan; or
- iv. the employee dies; or
- v. the employee resigns

7. Exclusions

No benefit shall be payable during an approved non-paid leave of absence.

SCHEDULE "B" (continued)

No benefit shall be payable during a period of pregnancy leave of absence to which an employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the employee has applied and has been approved by the employer.

Short term disability payments shall be offset by any other disability benefits payable to the employee.

An employee who is engaged in other employment and is receiving remuneration for their services, apart from their employment with InnPower, is not entitled to any benefits under the provisions of the Short Term Income Protection Plan for any occupational injury or sickness sustained during such periods of employment.

An employee who is receiving benefits under the provisions of the Short Term Income Protection Plan shall not engage in other employment and receive remuneration for their services, apart from their employment with InnPower.

Short term disability benefits shall not be paid for periods of absence from work for which an employee receives vacation pay, except as stated in Section 16.06 of the Collective Agreement.

Disability benefits shall not be paid for those days for which an employee is eligible for and receives holiday pay.

8. Benefits and Pension

The employer shall continue to pay its portion of the premiums of benefits including dental, extended health, life insurance, etc., and any other applicable benefits, except where otherwise stated. When required payroll deductions for benefit purposes shall continue to be made from the disability pay.

SCHEDULE "C"
LONG TERM INCOME PROTECTION

1. General

The Company agrees to pay on behalf of eligible regular employees and regular part-time employees 100% of a long term disability plan. Any reference in this schedule to employee(s) means regular employee(s).

2. Provisions

Long term disability (LTD) benefits shall be effective after 119 days of disability. LTD benefits shall be 66.7% of an employee's monthly earnings at the time of the occurrence. The medical non-evidence limit shall be \$3,100.00. Maximum monthly payment of \$4,000.00. Benefit terminates at age 65, or earlier retirement. Full Canada Pension Plan offset for primary benefits only. Definition of disability is two years of own occupation.

3. Details

The details of the plan are provided in a separate document, which would take precedence over anything mentioned above.

LETTER OF UNDERSTANDING #1

BENEFITS FOR ACTIVE EMPLOYEES BEYOND AGE 65

It is jointly agreed that the following Letter of Understanding shall form part of the Collective Agreement dated **July 1, 2022 to June 30, 2026** between the parties:

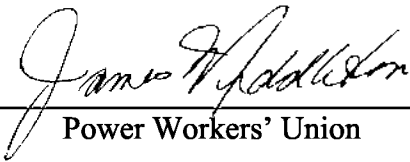
Benefits for Active Employees beyond Age 65

InnPower will not eliminate or reduce any Health & Dental benefit coverage for active employees who work beyond age 65 up to age 70, understanding that the life insurance and AD&D will be reduced to 50% once the employee reaches age 65. All other benefits/insurance coverage will be in accordance with the current benefit plan.

The employee will utilize any Government supplied benefit (example: Ontario Drug Benefit) prior to submitting a benefit claim to the carrier for InnPower.



InnPower Corporation



Power Workers' Union

August 5th, 2022
Date

LETTER OF UNDERSTANDING #2

REST PERIODS IN REGARDS TO OVERTIME WORK

It is jointly agreed that the following Letter of Understanding shall form part of the Collective Agreement dated **July 1, 2022 to June 30, 2026** between the parties:

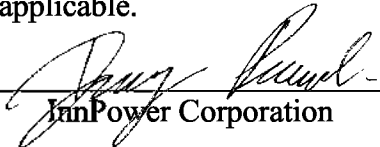
The Rest Periods in Regards to Overtime Work applies to all members of InnPower's workplace community: employees (full-time, part-time, temporary). All participants in InnPower's workplace community are accountable for complying with the following:

1. During a regular work week, hours worked between 00:00 hours and 06:00 hours will receive the equivalent time plus one-half hour off as a paid rest period. If the overtime work is completed before 06:00 hours, the rest period will be taken at the beginning of the normal work day. If the overtime work is completed after 06:00 hours, the rest period will be taken at the end of the normal work day. *
2. During a regular work week, hours worked in excess of five (5) hours between 00:00 hours and normal start time will receive a full day off as a paid rest period. *
3. Should the employee be required to work during a rest period, the employee will be paid at a regular rate and will be awarded equivalent time as flex hours.

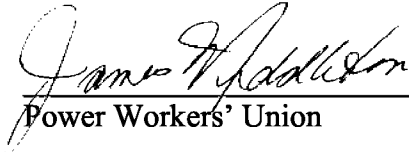
* A paid rest period only qualifies for those regular hours the employee would have otherwise worked. Any hours the rest period falls outside of regular working hours will not be paid. The Manager shall be informed of any pending rest periods before time is taken off. Any rest period alterations shall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

Examples:

- Employee works 2 hours between 00:00 and 02:00 hours. Employee is entitled to $2 + \frac{1}{2}$ hours = $2 \frac{1}{2}$ hours taken at the beginning of the work day. Employee can report to work at 10:00 hours, providing an 8 hour rest period.
- Employee works $7 \frac{1}{2}$ hours between 00:00 and 07:30 hours. Employee is entitled to $7 \frac{1}{2} + \frac{1}{2} = 8$ hours rest period. Employee can go home.
- Employee works $2 \frac{1}{2}$ hours between 05:00 and 07:30 hours. Employee is entitled to $1 + \frac{1}{2}$ hours = $1 \frac{1}{2}$ hours rest period. Employee can go home at 14:30 hours. If employee is required to work until 16:00 hours, employee will be entitled to $1 \frac{1}{2}$ hours flex time.
- Employee works $1 \frac{1}{2}$ hours between 06:00 and 07:30 hours. Rest period is not applicable.



InnPower Corporation



Power Workers' Union

August 5th, 2022

Date

LETTER OF UNDERSTANDING #3

Between

InnPower Corporation

And

**Power Workers' Union
CUPE Local 1000**

Re: Paid Lunches for Line Staff

Without prejudice or precedence, the Company and Union agree to provide paid lunches for line staff, as outlined below.

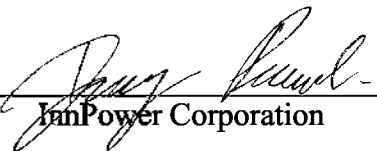
Where there is a productive advantage demonstrated and line staff are required to remain at a job site for the lunch period, the job site will not be dismantled, and line staff will be provided with a 30-minute paid lunch.

The Manager, Infrastructure Services or designate, reserves the right to deem work as authorized or unauthorized for paid lunches, within reason and fairness to both parties.

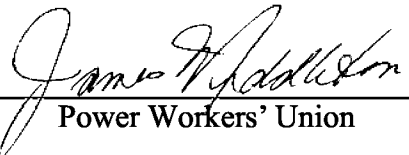
Under no circumstances will InnPower Head Office at 7251 Yonge Street, Innisfil be considered a job site.

When a paid lunch is applicable, the normal hours of work shall be 7:30 am – 3:30 pm. When a paid lunch is not applicable (e.g. training, inclement weather), the hours of work shall be from 7:30 am – 4:00 pm.

Either party may, with one month's notice, opt to terminate this letter of understanding.



InnPower Corporation



Power Workers' Union

Date: August 5th, 2022

Date: August 4, 2022

LETTER OF UNDERSTANDING #4

EFFICIENCY COMMITTEE

It is jointly agreed that the Management of InnPower Corporation and members of the Power Workers' Union will co-operate on ways to improve the efficiency and reduce the costs of operations at InnPower Corporation.

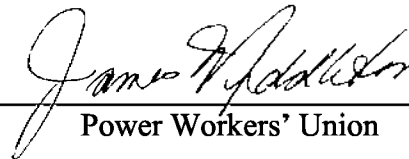
A group of three Management staff selected by the Corporation and three Union staff selected by the Power Workers' Union, from various departments, will meet quarterly to consider suggestions from staff on ways to improve operations. They will report their findings to the President.

It is not the intent of the Efficiency Committee to limit management's authority, nor is the intent to interfere with union rights by legislation or collective agreements. It should be noted that formal grievances shall not be introduced at this committee since the manner in which grievances are to be processed is prescribed in the collective agreement.

While consultation does not involve mutual decision-making or formal agreement, it does imply that management should take into account the views and suggestions advanced by union representatives.



InnPower Corporation



Power Workers' Union

August 5th, 2022
Date

LETTER OF UNDERSTANDING #5

Job Descriptions, Job Mapping & Job Classifications

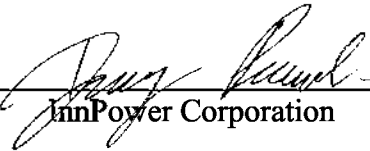
The Company and Union agree to meet within six (6) months of ratification of the Collective Agreement to finalize all job descriptions, job mapping and job classifications.

Once the job description, job mapping and job classification processes are completed, the Company and the Union will meet to discuss pay equity review. A finalized pay equity review will be completed within six (6) months of this meeting. The pay equity review will be facilitated by a third party.

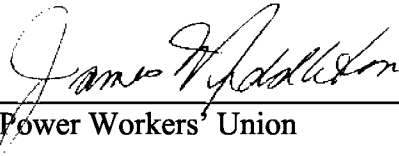
By October 1, 2024 all evaluations and reviews will be completed.

It is agreed that any resulting wage increases will be retroactive to the date of the start of the pay equity review. Any changes that would result in a wage decrease will not affect employees that exist at the date of this Letter of Understanding.

A group of two (2) Management staff selected by the Company and the Principal Steward and the Job Classification Staff Officer will meet quarterly (if necessary) to discuss new positions, and any outstanding job classification issues.



innPower Corporation



Power Workers' Union

August 5th, 2022

Date