



COLLECTIVE AGREEMENT

BETWEEN:

**THE CORPORATION OF THE TOWN OF COCHRANE and
NORTHERN ONTARIO WIRES INC. (NOW)**

Hereinafter referred to as "the Employer"

-AND-

**POWER WORKERS' UNION (PWU)
THE CANADIAN UNION OF PUBLIC EMPLOYEES**

CUPE LOCAL 1000

Hereinafter referred to as "the Union"

Effective Dates: July 1, 2022 to June 30, 2025

ARTICLE 1 – PURPOSE

- 1.01 Whereas it is the desire of both parties to this Collective Agreement:
1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer, Employees, and the Union.
 2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to hours of work, wages, working conditions and all other matter pertaining to this Collective Agreement.
 3. To encourage efficiency in operation.
 4. To promote the morale, well-being, and security of all employees in the bargaining unit of the Union.
- 1.02 Plural or Feminine Terms May Apply. Whenever the singular or masculine is used in the Collective Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 2 - SCOPE

- 2.01 The Corporation agrees and recognizes the Canadian Union of Public Employees Power Workers' Union (PWU) CUPE Local 1000 CLC as the sole and exclusive collective bargaining agent for all employees of the Corporation of the Town of Cochrane, and Northern Ontario Wires Inc (NOW); save and except Foremen and Supervisors, those above the rank of Foremen and Supervisors, Secretary-Treasurer, Engineer, Manager.

Note: Students employed during the summer holidays shall be from April 15th until September 15th.

- 2.02 Persons or employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit if such action causes monetary losses or otherwise to permanent employees in the bargaining unit.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer hereby recognizes the Canadian Union of Public Employees Power Workers' Union (PWU) CUPE Local 1000 CLC as the sole and exclusive Bargaining Agent for all employees covered by Article 2, clause 2.01 of this Collective Agreement, with respect to hours of work, wages, working conditions and all other matters pertaining to this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The parties agree to conform with the provisions of the *Human Rights Code of Ontario* and the *Canadian Charter of Rights*.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union agrees that the Employer has and shall retain the exclusive right to manage and direct its operations in all matters which are not specifically restricted by this Collective Agreement.
- 5.02 The Employer agrees that these functions shall be in conjunction with all conditions and provisions of this Collective Agreement, and further that they be exercised in a manner consistent with the General Purpose and Intent of this Collective Agreement and subject to the employee's right to lodge a grievance as set forth herein.

ARTICLE 6 - UNION SECURITY

- 6.01 Every employee in the Bargaining Unit shall as a condition of employment pay any monthly dues levied in accordance with the Union Constitution and/or By-Laws and owing by him/her to the Union. Such dues shall be deducted by the Employer.
- 6.02 Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Finance Department the Power Workers' Union not later than the 15th day following the deductions, accompanied by a list of the names of all employees from whose wages the deductions have been made, showing any deletions or additions.
- 6.03 The Union agrees to keep the Employer harmless from any claim against it by an employee which arises out of the deductions under this article.
- 6.04 No Other Agreement
No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives, which may conflict with the terms of this Collective Agreement.
- 6.05 Union Security
The Employer will not interfere, restrict, or coerce any employee by reason of his membership in the Union or because of his activity or lack of activity in the Union.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, the Employer agrees that it will cause or direct no lockouts of its employees for the duration of this Collective Agreement, and the Union agrees that there will be no strikes or collective action which will stop or interfere with the functioning of the Employer's services for the duration of this Collective Agreement.
- 7.02 The Union further agrees that for the duration of this Collective Agreement, it will not involve any employees of the Employer during working hours in any dispute which may arise between any other employers and the employees of such other employers.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

Grievances shall be dealt with in the following manner, provided such complaints or grievances are in writing and filed within ten (10) working days of the alleged grievance:

Replies to grievances shall be in writing starting at Step 2:

STEP NO. 1 – Verbal Complaint

The employee(s) assisted by a Steward shall first take the matter up with their respective immediate Supervisor. Failing a settlement at this stage within five (5) working days, then Step 2 may be invoked.

STEP NO. 2 – Written Grievance

The grievance shall then be submitted to the Chief/Principal Steward who shall take the matter up with the respective Manager or their designate. Failing settlement at this stage, within five (5) working days, then Step 3 may be invoked.

STEP NO. 3

The Grievance Committee shall then take the matter up with the Manager or their designated representative. Failing settlement at this stage, the Committee may, but only within a period of twenty-one (21) days from the date of receipt of the reply of the Employer, invoke the Arbitration provisions of this Collective Agreement.

- 8.02 The Employer agrees that the Union shall have the right to have the

assistance of Representatives of the PWU on any matters pertaining to this Collective Agreement.

8.03 Policy or Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees has a grievance, the Grievance Procedure shall be invoked at Step 2.

8.04 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the Parties or in the opinion of an Arbitrator/Mediator.

If an employee is wrongfully or unjustly discharged or suspended, they shall be entitled to a hearing under Article 8, Grievance Procedure; Steps 1 and 2 of the Grievance Procedure may be omitted in such cases.

8.05 Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

8.06 Amending of Time Limits

The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties. The time limits of this article are not mandatory but merely discretionary.

8.07 Notwithstanding the above, the parties may reach settlement to a grievance through the services of a Grievance Settlement Officer or other mutually agreeable third-party facilitator. The parties shall jointly bear the expense of the Arbitrator/Mediator or other agreed to third party.

ARTICLE 9 – ARBITRATION

9.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Collective Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by Arbitration as defined in the *Ontario Labour Relations Act*.

9.02 An Arbitrator/Mediator shall not have the authority to alter, modify or add to the Collective Agreement in any way or to give any decisions contrary to the terms of this Collective Agreement.

ARTICLE 10 - UNION COMMITTEES

- 10.01 The Employer acknowledges the right of the Union to appoint or otherwise select all Committees (up to a maximum of two (2) members per Committee) and stewards and agrees to deal with such Committees and Stewards as to the interpretation or administration of this Collective Agreement.
- 10.02 Bargaining Committee
The Bargaining Committee shall consist of not more than two (2) employees each, including the President of the Union. The Union shall advise the Employer of the Union members of the Bargaining Committee.
- 10.03 Where permission has been granted to representatives of the Union Committee members, Stewards to leave their employment temporarily in order to carry on negotiations with the Employer (including Conciliation and beyond) or with respect to a grievance (excluding Mediation/ Arbitration) shall suffer no loss of pay for the time so spent.

ARTICLE 11 - PROMOTIONS, LAY-OFFS AND RECALLS

- 11.01 Seniority shall govern all promotions, transfers, demotions, lay-offs and recall of lay-off regular employees within the Bargaining Unit provided the employee with the longest service is qualified and able to do the job.
- 11.02 Lay-Off Procedure
- a) In the event of lay-off, the employer shall lay-off employees in reverse order of seniority within their classification, provided the employees remaining are qualified and able to do the work available.
 - b) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the lay-off; or
 - ii) Displace an employee who has less bargaining unit seniority and
 - a. Who has scheduled hours less than or equal to the employee being laid off; and
 - b. If the employee originally subject to lay-off is qualified for and able to perform the duties without training other than orientation.
 - iii) An employee who wishes to exercise his right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of lay-off issued by the Employer.

11.03 Recall Procedure

- a) An employee shall be recalled from lay-off to an available classification, in order of seniority, provided he is qualified and able to perform the work available.
- b) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, which are expected to exceed **ten (10)** days or work, provided the employees are qualified and able to do the work. Employees who accept such recall will not be precluded from being recalled to a regular position.

11.04 Lay-Off re: Contracting Out

No regular employee of the Employer hired prior to the signing date of this Collective Agreement shall be laid off because of Contracting Out.

11.05 Lay-Off (Temporary Employees – worked 2 to 12 months)

When a temporary employee is laid off, the employee shall be given first consideration of re-employment within one (1) month of being laid off, provided the employee is available and capable of doing the job from which he was last laid off.

ARTICLE 12 - SENIORITY DEFINED

12.01 Seniority is defined as the length of service a regular employee has established with the Employer from the most recent date the employee entered with the Employer as a probationary employee.

12.02 Seniority List

The Employer agrees to maintain proper and strict Seniority records and same shall be posted semi-annually (January / June) in a conspicuous place where all employees may have a chance to examine same. A copy of the list shall be forwarded to the Chief/Principal Steward.

12.03 A regular employee shall lose his seniority, have his name removed from the records, and cease to be an employee of the Employer if any of the following conditions occur:

- (a) Quits voluntarily;
- (b) Is dismissed for just cause and not reinstated through the Grievance and/or Arbitration Procedures;
- (c) Failing to report to work within a period of eighteen (18) days of recall commencing with the date the notice of recall was sent by registered mail, or delivered to the last address of which the employee has notified Management;

- (d) Is laid off for a period of twenty-four (24) consecutive months;
- (e) Found consuming alcohol or drugs on the job or reports to work under the influence of alcohol or illegal drugs;
- (f) Is absent from work for more than five (5) days without notifying the Employer;
- (g) Retires;
- (h) Is declared permanently disabled by the employee's physician and is unable to perform any work if available with the Employer;

ARTICLE 13 – EMPLOYEE CATEGORIES

13.01 Temporary Employees

Temporary employees shall only be hired as a result of a temporary classification (as defined in clause 17.01 (c)) not being filled by a regular employee. Temporary employees shall be paid in accordance with their job classifications in Schedules A, B, or C, which are attached to this Collective Agreement. Temporary employees shall not accumulate seniority, nor shall they be entitled to any of the rights or privileges accruing to regular employees. A temporary employee of the Union shall have recourse to the Grievance or Arbitration Procedures of this Collective Agreement except in the case of discharge for just cause. A temporary employee shall be covered under Article 6, Union Security, and Article 16, Hours of Work and Pay Provisions. It is also agreed that a temporary employee shall be paid for all recognized paid holidays as described in Article 22.01, providing the employees meet the eligibility requirements of the *Employment Standards Act* and of Article 23, Annual Vacations, providing he meets the requirements of Article 23. Any Temporary Employee hired after January 1, 2006, will, after six (6) months of the temporary employment, become eligible to apply for a full-time vacancy provided they are capable and qualified, and no qualified regular employee has applied for the vacancy. When a temporary employee is a successful applicant on a full-time job posting, his seniority date shall become the most recent date of hire without a break in employment.

13.02 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of six (6) months from the date of hiring. When the probationary period is affected by periods of sickness, accident or leave of absence (not to be interpreted to mean lay-off), the probationary period may be extended in direct proportion to the time lost. During the probationary period, employees shall be entitled to all rights, privileges, and benefits of this Collective Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure. After completion of the probationary period, seniority

shall be effective from the original date of employment. The probationary period may only be extended as a result of mutual agreement by the parties.

13.03 Regular Employees

Regular employees are persons who have satisfactorily served a probationary period and who are currently in the employ of the Employer.

ARTICLE 14 - RELIEVING IN HIGHER OR LOWER GRADES

14.01 When an employee is detailed to relieve in a position of higher rating, he shall receive the rate for the position in which he is relieving for the full period of the relief.

14.02 When an employee is detailed to relieve in a position of lower rating for any period, he shall maintain his regular rate of pay while so assigned.

14.03 When an employee is detailed to relieve in a management position, he shall be paid a ten (10%) percent premium above his regular rate of pay while so assigned.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Duly appointed delegates or employees selected or appointed as representatives of the Union shall be granted leave of absence without pay to attend Conventions of the Union or Union business upon ten (10) working days written notice to the Employer.

15.02 Employees at the discretion of the Employer shall be granted not to exceed two (2) months' leave of absence without pay. Permission shall be granted in writing. The leave of absence may be extended by the mutual consent of the parties.

15.03 The name of an employee on authorized leave of absence shall be continued on the Seniority List.

15.04 Jury Duty, Witness in a Court

If an employee is required to perform jury duty or is required by subpoena to appear for court as a witness, the employer shall pay him the difference between the jury duty pay or witness fees received and the daily wages he would otherwise have earned at his regular straight time hourly rate.

15.05 Pregnancy and Parental Leave

Pregnancy and parental leave will be granted in accordance with the provisions contained the *Employment Standards Act*. During the period of

maternity leave the employee shall accumulate seniority and the Employer shall continue to pay all benefits as provided for in this Collective Agreement.

ARTICLE 16 - HOURS OF WORK AND PAY PROVISIONS

16.01 The Job Classifications and Rates of Pay shall be set out in Schedules A and B, which shall be attached to this Collective Agreement, and which shall become an integral part thereof.

16.02 Hours of Work

The following are considered to be normal or straight-time hours and are intended to define the normal hours of work (Any alteration thereto shall be a matter between the Manager and Chief/Principal Steward as mutually agreed upon.:

DAY EMPLOYEES (OUTSIDE) – NORMAL HOURS

From as early as 07:00 to as late as 16:30 hours, with one thirty (30) minute lunch from 12:00 to 12:30 hours. Monday to Friday inclusive, for a total of forty (40) hours per week discounting holidays.

SUMMER HOURS - For the months starting May 1st to October 31st: The normal work week will consist of four (4) ten (10) hour shifts forty (40) hours per week, between the hours of 06:00 to 17:00, with one thirty (30) minute paid lunch to be taken Monday to Thursday and/or Tuesday to Friday.

Note 1: Variation in the normal start time will require one (1) weeks' notice by Management.

Note 2: All Electric Department employees must work the same normal hours

OFFICE EMPLOYEES: (INSIDE) – NORMAL HOURS

08:00 to 16:00 hours, with one (1) hour off for lunch. The Employer reserves the right to schedule two (2) employees to have lunch between 11:00 and 12:00 hours or 13:00 and 14:00; however, the normal lunch hour period shall be from 12:00 to 13:00 hours. Monday to Friday inclusive for a total of thirty-five (35) hours per week discounting holidays.

16.03 Provisions for Overtime

- a) All hours worked in excess of the normal or straight time hours as mentioned above shall be classed as overtime and shall be paid for at the rate of one and one-half (1 ½) times the employee's standard rate per hour, calculated in units of fifteen (15) minutes.

- b) All employees required to perform any work on Saturday and Sunday shall be paid at the rate of double (2) time the employee's standard rate per hour.
- c) It is understood that employees shall be entitled to a minimum overtime call of two (2) hours at the prevailing overtime rate, unless called out within one (1) hour of the normal starting time. Where a call-out is dealt with by the employee in five (5) minutes or less, no minimum call will be paid.
- d) Successive calls received during the minimum call-out period shall be considered as one (1) call for the purpose of work.
- e) An employee has the option to bank overtime hours at the appropriate overtime rate to a maximum of eighty (80) hours for outside staff and seventy (70) hours for inside staff. The banked time will be used at a time that is mutually agreeable to the employee and his/her Supervisor or the Manager. Stand-By payment may be converted to regular hour of pay and banked as per employee regular rate.

16.04

Stand-By

- a) It is understood that there shall be one (1) employee from the Electrical Department in Kapuskasing, one (1) employee from the Electrical Department in Cochrane/Iroquois Falls, who will be required to be on Stand-By in duty rotation.
- b) Employees on such Stand-By shall be on call in duty rotation from 4:30 p.m. in the evening on Friday until 4:00 p.m. in the evening the Friday following.
- c) For the term of this agreement "Standby" will be as follows: "Standby" will be paid \$40.00 per day, plus \$50.00 for Saturday, Sunday and each Statutory Holiday.

16.05

Pay Days

- a) The Employer agrees that for the duration of this Collective Agreement, pay days shall be every second Friday, except that should a Holiday fall on that day, then the preceding day shall be deemed to be pay day.
- b) It is further agreed that the Employer shall show conspicuously on the pay cheque or slip accompanying the wages paid to employees the following facts: their rate per hour, number of regular hours worked, number of overtime hours worked, and the premium rates paid for such overtime, plus all deductions made.

16.06

Rest Period

- a) All employees shall be permitted a fifteen (15) minute rest period in the first half and the second half of a shift.
- b) Any employee who works past 2300 hours (11:00 p.m.) will be granted with pay on an hour for hour rest time up to a maximum of five (5) hours at the beginning of their next scheduled shift.
- c) Any employee who works more five (5) hours past 2300 hours (11:00 p.m.) will be granted with pay 8 hours rest time at the beginning of their next scheduled shift.

ARTICLE 17 - JOB POSTING

17.01

- a) All vacant and newly created and temporary classifications within the coverage of this Collective Agreement shall be posted for a minimum of five (5) working days, outlining the duties and responsibilities of the job posting and the qualifications required to do the job during which time regular employees will have an opportunity to apply for such positions.
- b) The posting period shall begin within five (5) working days of the date the vacancy occurs and the notice will be reposted after a selection period of seven (7) working days following the removal of notice of posting for a five (5) working day period naming the successful applicant, if any.
- c) A temporary classification shall mean a classification which is for a limited duration, not exceeding six (6) months or such longer period as may be mutually agreed upon between the Employer and the Union. If the temporary classification is to cover a maternity or a long-term disability leave, the employer may hire a temporary employee to a maximum of eighteen (18) months.
- d) The Notice of Posting, with regards to Temporary Classifications, will indicate estimated probable duration. Management, at its discretion, may fill the Temporary Classification until posting and selection is complete.
- e) The regular employees filling Temporary Classifications shall, on termination of such Classification, revert to the classification and grade held immediately preceding selection.

17.02

The rate of pay for additional positions established shall be in conformity

with the rate of pay for positions of similar kind and class. When changes in the basic rate of pay are proposed, the work of the Job Classification will be reviewed and compared with the duties and responsibilities of comparable positions by the proper officers of the Employer and the Union, with the object of reaching agreement on revised rates to maintain uniformity for positions on which the duties and the responsibilities are relatively the same.

17.03 Trial Period

A sixty (60) calendar day trial period will be allowed for all employee(s) to prove efficiency in a new position during which the Employer will determine if the employee can satisfactorily perform the job. Within the period the employee may voluntarily return or be returned by the Employer to the position formerly occupied, without loss of seniority.

ARTICLE 18 – GENERAL

18.01 Bulletin Boards

It is agreed by the parties hereto that the Union shall have the right to use space on the bulletin boards supplied by the Employer to post notices of meetings and such other notices as may be of interest to the employees concerned.

ARTICLE 19 – BENEFITS AND SICK LEAVE

19.01 In addition to the Canada Pension Plan, every permanent employee shall join the Ontario Municipal Employees Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the Plan.

19.02 **COCHRANE**

a) An employee is granted sick leave credit at the rate of a day and one-half (1 ½) for each month of continuous service, to a maximum of one hundred and thirty (130) days. Once the credit becomes exhausted, no further sick leave with pay may be granted until such time as the employee returns to duty and accumulates further credit. An employee who has been absent without pay in excess of a period of one (1) month shall not accumulate sick leave credits until he returns to duty.

b) A deduction is to be made from the employee's sick leave credit in all cases when the employee is granted sick leave with pay.

19.03 **COCHRANE, IROQUOIS FALLS, KAPUSKASING**

- a) Sick Leave with pay shall be granted on the production of satisfactory evidence of the inability of the employee to perform his duties, in the form of a medical certificate from a qualified medical practitioner. Employer shall pay sick leave with pay to the amount of accumulated sick leave earned.
- b) If application for leave and medical certificate are not furnished to the Employer within seven (7) days of the beginning of absence or from the date which further leave is desired, employees will be penalized in the loss of a day's pay.
- c) Immediately when an employee finds that circumstances beyond his control will make it impossible for him to report for duty at the time at which he should report, he must at once communicate with the Manager or his immediate superior by telephone, text or email, or in any event by the speediest means available; in cases where the employee's physical condition makes it impossible for him to communicate himself, he must arrange with some other person to telephone or otherwise communicate the information to him.
- d) When an employee fails to carry out this instruction, he will be considered absent without leave unless he provides bona fide proof of his inability to do so.
- e) Sick Leave cannot be granted if the Manager has information to the effect that the employee does not intend to return to duty. Sick Leave is granted to enable an employee to be restored to health and thus enable him to resume his duties.
- f) Sick Leave without medical certification cannot be granted with pay if taken prior to or the following other leave when the entire period exceeds three (3) working days.

19.04

SPECIAL LEAVE FOR ALL EMPLOYEES

- a) Special Leave with pay shall be granted to employees who have the necessary special leave credits for certain designated causes, but not continuously in excess of six (6) days, except with the approval of the Employer.
- b) Special Leave credit shall accumulate at the rate of a half-day for each completed two (2) months of continuous service up to a maximum of twenty-seven (27) days, deduction therefrom being

made for any period of special leave granted. When the leave credit is thus reached, it shall again commence to accumulate until the maximum of twenty-seven (27) days is again reached. No employee, at any time, may have more than twenty-seven (27) days special leave to his credit. An employee who has twenty-seven (27) days special leave credit and is absent on special leave, is granted a half day's credit for the month during which the absence occurs. An employee who has been absent without pay in excess of a period of one (1) month shall not accumulate from the second month a further special leave until he returns to duty.

- c) No special leave with pay may be granted to an employee with less than six (6) months service except if the absence is required due to quarantine or a severe snowstorm. The special leave credit, however, accumulates during this period.
- d) Special Leave shall be granted only on production of a written application from the employee setting forth in detail the reasons why he considers that special leave should be allowed and supported by such evidence as the Council or Employer may desire.

SPECIAL LEAVE MAY BE GRANTED FOR THE FOLLOWING REASONS:

- a) Illness in family;
- b) Marriage in the immediate family;
- c) Domestic difficulties or other contingencies.

Item a) above recognizes family as follows: parents (step), brother (step), sister (step), spouse (common law), children, parents-in-law, grandparents, grandchildren, brother and sister-in-law, niece/nephew, and aunt/uncle.

Item b) above recognizes immediate family as follows: parents, siblings and children.

- d) The Employer agrees to maintain proper and strict special leave records.

19.05 **Early Retirement**

The Employer agrees to pay benefit premiums on early retirement at age fifty-five (55) when an employee has 30 years of service the Corporation of the Town of Cochrane and Northern Ontario Wires Inc. (NOW) on the following basis:

- (a) One hundred (100%) of premiums for the Corporation of the Town of Cochrane and Northern Ontario Wires Inc. (NOW) reduced life insurance package.
- (b) One hundred (100%) of premiums for vision, drugs, and dental coverage.

This coverage shall be cancelled if the retiree:

- (a) Obtains employment offering benefits following retirement.
- (b) If the spouse is covered through employment for these benefits.
- (c) When the employee reaches 65 years of age.

Note: it is the employee's responsibility to inform the employer of a duplicating benefit.

ARTICLE 20 – WEEKLY INDEMNITY AND LONG-TERM DISABILITY PLANS IROQUOIS FALLS

20.01 **WEEKLY INDEMNITY BENEFITS** commence:

- 1) the first day of an accident;
- 2) the first day of illness;
- 3) an employee who works four (4) hours or less on a scheduled working day and leaves his job because of illness, that day will be counted as the first day of illness.

All claims for disability benefits must be certified by a doctor. Prior to returning to work after an absence of more than one (1) day, the employee may be requested to submit a Certificate from a Certified Medical Practitioner. Sick leave may also be used when an employee accompanies his/her spouse/dependent for medical appointments, when, said appointment requires a specialist. This provision to apply solely for the day of the appointment.

20.02 **EXTENT OF BENEFITS**

On a bi-weekly basis: 75% of an employee's earnings based on his hourly rate of pay times 80 hours or 75% of an employee's regular bi-weekly salary.

NOTE: Hourly rate is the straight-time rate of the employee's occupation immediately prior to the accident or illness. Salary is the regular salary of the employee's occupation immediately prior to the accident or illness.

Weekly Indemnity benefits shall be payable for a period of seventeen (17) weeks. After 17 weeks L.T.D. will come into effect.

20.03

LONG TERM DISABILITY

- a) Elimination Period - 17 weeks
- b) Benefit Period - to age 65
- c) Benefits - 75% of salary
- d) Waiver of Premiums - 4 months to age 65
- e) Definition of Disability - own occupation, 2 years
- any occupation, after 2 years

20.04

INSURANCE ELIGIBILITY TERMINATES

- 1) When an employee retires, resigns, is discharged, is laid off or transferred to an ineligible group.
- 2) When an employee is off work on an authorized leave of absence without pay or when under suspension for cause exceeding thirty (30) calendar days:

EXCEPTION:

During the period that an employee is off work and receiving Workplace Safety Insurance Board and becomes disabled for reasons not related to the industrial disability, they will be eligible for Workplace Safety Insurance Board benefits as follows:

- a) In the case of accident W.I. benefits will commence the first day following the termination date of compensation payments.
- b) In case of sickness, W.I. benefits will commence the fourth day following the termination date of compensation payments.

Employees will be required to provide proof of date that compensation payments were terminated.

20.05

VACATION

Weekly Indemnity insurance benefits will not be paid for periods of absence from work for which an employee receives vacation or holiday pay.

Employees who receive their vacation pay in advance and are certified disabled during their vacation period and who return their vacation pay to the Corporation, in units of no less than the recognized vacation weeks, will receive W.I. benefits for which they are eligible.

EXCEPTION:

At the end of a calendar year, unused vacation may be paid if an employee was not able to take his vacation or holiday entitlement as a result of being off work due to sickness or accident.

20.06

PAID HOLIDAYS

Disability benefits will not be paid for those days for which an employee is eligible for and receives Paid Holiday pay.

20.07

UNEMPLOYMENT INSURANCE

The 5/12 rebate to employees under the Unemployment Insurance Commission will be retained by the Corporation.

20.08

The benefits payable under this plan are reduced by any primary disability payments made under the Canada Pension Plan, any Commission group disability income plan or any Unemployment Insurance benefit plan. Benefits are not affected by war pensions or by any insurance policies he may have purchased himself.

20.10

While receiving benefits under this Plan, the employee will continue to accrue pension credits based on contributions made by the employee and Employer.

20.11

Proof that the employee continues to be totally disabled will be required at reasonable intervals by the Insurance Company. If he does not provide this proof, or if he refuses to be examined by the Insurance Company's physician, he will no longer be considered totally disabled. If such examination requires any expense to the employee including travel and accommodation, such expenses will be borne by the Insurance Company.

20.12

Pre-existing health conditions are fully covered, provided he is actively at work on the date his coverage becomes effective.

20.13

All disabilities are covered unless they result from the following:

- 1) Intentionally self-inflicted injuries;
- 2) War, insurrection, rebellion, or participation in a riot; and
- 3) Your commission, of or your attempt to commit, an assault, battery, or riot.

ARTICLE 21 - RECOGNIZED PAID HOLIDAYS

21.01

The Employer agrees to grant and pay one (1) day's pay for the following

holidays for all employees covered by this Agreement and any other day proclaimed as a holiday by the Federal, Provincial and Municipal Government:

New Year's Day	January 2 nd (Day after New Year's)
Family Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday
Labour Day	National Day of Truth & Reconciliation
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

The last half (1/2) shift on the last working day before Christmas Day and New Year's Day.

- 21.02 It is clearly understood and agreed upon that employees shall not have their wages reduced by the observance of the aforementioned holidays. And if called upon to perform their duties on such Holidays, then said employees shall be compensated at the rate of double (2) time their regular rate of pay, plus the day's pay for such holidays at straight time, with a guarantee of at least two (2) hours pay for two (2) hours work or less, or overtime payment, whichever is the greater.
- 21.03 In the event of any of the above-named holidays falling on a Saturday or Sunday, the day substituted by the Federal, Provincial or Municipal Government shall be observed.
- 21.04 It is further agreed that should the Mayor of the Municipality hereinafter declare a day or days to be celebrated as a Holiday, then the Employer agrees to grant same with pay.
- 21.05 To qualify for Holiday pay, the employee must work his regular shift before and after such Holiday, unless properly excused by the Employer.
- 21.06 An employee shall receive an extra day's pay or a day off with pay if the day on which a holiday is observed occurs on his regular day off.

ARTICLE 22 - ANNUAL VACATIONS

- 22.01 All new employees in their first calendar year of employment shall be entitled to one (1) day of vacation for each full month of employment to a maximum of ten (10) days.

In the second calendar year of employment and beyond an employee shall

be credited with his annual vacation entitlement as of January 1st of each year regardless of anniversary date.

Where an employee terminates employment and has taken vacation days beyond his entitlement, the employer will reduce the employee's final pay by the amount of vacation credits owing.

All present employees covered by this Collective Agreement shall be entitled to an annual vacation as follows:

After 1 years' service – 2 weeks' vacation with pay

After 3 years' service – 3 weeks' vacation with pay

After 7 years' service – 4 weeks' vacation with pay

After 14 years' service – 5 weeks' vacation with pay

After 21 years' service – 6 weeks' vacation with pay

After 26 years' service – 7 weeks' vacation with pay*

* Effective January 1, 2016

- 22.02 Employees with less than one (1) years' service with the Employer upon termination or after lay-off shall be entitled to vacation pay in accordance with the *Employment Standards Act*.
- 22.03 The Employer further agrees that should any of the aforementioned recognized paid holidays fall during the employee's vacation period, then said employee shall be entitled to an extra day's vacation with pay.
- 22.04 The Employer reserves the final decision as to the scheduling of vacation; requests of the individual employees will be considered and granted if practicable. When two (2) or more employees wish to take their vacation at the same time and cannot be spared, then the employee with the greatest seniority shall be given preference.
- 22.05 The employees shall provide their written vacation request by March 15th of each year and the Employer shall report to the employee by April 15th the approved vacation request.
- 22.06 Requests for vacation after the March 15th deadline will be granted on a first come first served basis.

ARTICLE 23- BENEFITS – COCHRANE, KAPUSKASING AND NEW EMPLOYEES

23.01 Hospitalization and Medical Benefits

COCHRANE

The Employer agrees to contribute one hundred (100%) percent of the current premiums of the following plans:

1. Long Term Disability:
L.T.D. plan to provide a sixty-six and two-thirds (66 2/3%) percent payment of wages to a maximum of five thousand (\$5,000) dollars per month with a waiting period of six (6) months. An employee's seniority shall be frozen after twelve (12) months on L.T.D. and benefit payments shall cease by the Employer while the employee is on L.T.D.
2. Sun Life Insurance or its equivalent, based on one and one-half (1 ½) times basic Annual Salary.
3. Drug Plan (no deductible)
4. Vision Care: After ratification, every two (2) years for each family member, 1st year \$450.00 and the 3rd year \$550.00 (Which includes eye exam).

23.02 Dental Plan

COCHRANE

Employer agrees to contribute one hundred (100%) percent of the current premium with two (2) year lag on ODA fees.

As of Date of Ratification 2022, the said plan shall include orthodontics (\$2,500 – Lifetime) and dentures (\$1,000 - Lifetime), for employees, spouses and dependents.

23.03 Benefit package to reflect seven hundred dollars (\$700.00) per year per family member covering chiropractor and orthotics for all employees.

23.04 Safety Boots

The Employer shall reimburse each employee annually to the value of \$350.00 for the cost of safety boots, for employees that require them.

23.05 Change of Carriers

Any change in a carrier requires maintaining equivalent coverage of the current plans. Proposed plan benefits changes to the current plan will be discussed and negotiated with the union. If no agreement is reached, the matter(s) may be referred to arbitration. The company shall provide the union with thirty (30) days' notice of their intent to change carriers.

They will further provide a copy of the new carrier's plan before implementation.

ARTICLE 24 – MEDICAL BENEFITS – IROQUOIS FALLS

- 24.01 The Employer shall pay one hundred per cent (100%) of the premiums rate through Ontario Health Insurance Commission.
- 24.02 The Employer shall pay one hundred per cent (100%) of the premiums rate of Life Insurance Coverage.
- a) Employees – two (2) times annual earnings (accidental death = four (4) times annual earnings)
 - b) Dependents - \$ 10,000 - \$ 5,000.
- 24.03 The Employer shall pay one hundred per cent (100%) of the premiums rate towards an Extended Health Plan to include Semi and Private Room, Drugs, Equipment, etc.
- 24.04 The Employer shall pay one hundred per cent (100%) of the premium rates towards a Dental Plan, being the Basic Plan with 100% pay-out at Current Tariff. Said Plan shall provide for dentures.(\$1,000 - Lifetime).
- 24.05 The Employer shall pay one hundred per cent (100%) of the premiums for a Weekly Indemnity Plan as per Article 20.01.
- 24.06 The Employer shall pay one hundred per cent (100%) of the premiums for an L.T.D. Plan for a maximum of seventy-five per cent (75%) of the employee's earnings. (See Article 20.03).
- 24.07 When an employee goes on L.T.D., the Employer shall maintain coverage for the employee of all benefits for twenty-four (24) consecutive months commencing the first day the employee is absent for illness or accident.

ARTICLE 25 - DURATION CLAUSE

- 25.01 This Collective Agreement shall be in effect from the 1st day of July 2022 and shall remain in effect until the 30th day of June 2025, and unless either party gives to the other party a written notice of termination or a desire to amend this Collective Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.
- 25.02 Notice that amendments are required or that either party intends to terminate this Collective Agreement may only be given within a period of not more than ninety (90) and thirty (30) days prior to the expiration date.

25.03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within twenty (20) days of the giving of such notice, if requested to do so.

IN WITNESS HEREOF, the Parties hereto have hereunto set their hands and seals,

this 4 Day of October, 2022.

**THE CORPORATION OF THE TOWN
OF COCHRANE, AND NORTHERN
ONTARIO WIRES INC. (NOW)**

**THE POWER WORKERS' UNION
CUPE 1000**

Daniel Boucher

Dan Boucher, GM and President

James Middleton

James Middleton, Vice President

Geoffrey Sutton

Geoffrey Sutton, CFO

Robert Hutchinson

Robert Hutchinson, Director

SCHEDULE "A" – WAGE RATES OUTSIDE

Electric Department	Effective July 1, 2018	Effective DOR 6.6%*	Effective July 1, 2023 2%	Effective July 1, 2024 2.4%
Lineman (Journeyman)	\$38.96	\$41.54	\$42.37	\$43.38
4 th Level	\$34.70	\$36.99	\$37.73	\$38.64
3 rd Level	\$33.12	\$35.31	\$36.02	\$36.88
2 nd Level	\$31.55	\$33.63	\$34.30	\$35.12
1 st Level	\$29.97	\$31.95	\$32.59	\$33.37

Electric Department	Effective July 1, 2018	Effective DOR 6.6%*	Effective July 1, 2023 2%	Effective July 1, 2024 2.4%
Groundman	\$20.14	\$21.47	\$21.90	\$22.43
Meter Reader & Installer After 2 nd Year	\$26.58	\$28.33	\$28.90	\$29.59
After 1 st Year	\$22.57	\$24.06	\$24.54	\$25.13
After 6 Months	\$21.37	\$22.78	\$23.24	\$23.80
Start Rate	\$20.14	\$21.47	\$21.90	\$22.43

Lead Hand Premium (for any department) will be an 7% premium effective the date of ratification.

	Effective July 1, 2018	Effective DOR 6.6%*	Effective July 1, 2023 2%	Effective July 1, 2024 2.4%
Stockkeeper After 2nd Year	\$29.83	\$31.80	\$32.44	\$33.22
After 1 st Year	\$25.78	\$27.48	\$28.03	\$28.70
After 6 Months	\$24.98	\$26.63	\$27.16	\$27.81
Start Rate	\$24.16	\$25.75	\$26.27	\$26.90

SCHEDULE "B" – WAGE RATES INSIDE

Administration Department	Effective July 1, 2018	<u>Effective DOR 6.6%*</u>	<u>Effective July 1, 2023 2%</u>	<u>Effective July 1, 2024 2.4%</u>
Accounting and Payroll Clerk				
After 24 Months	\$29.95	<u>\$31.93</u>	<u>\$32.57</u>	<u>\$33.35</u>
After 12 Months	\$24.58	<u>\$26.20</u>	<u>\$26.72</u>	<u>\$27.36</u>
After 6 Months	\$22.72	<u>\$24.22</u>	<u>\$24.70</u>	<u>\$25.29</u>
Start Rate	\$20.93	<u>\$22.31</u>	<u>\$22.76</u>	<u>\$23.31</u>
Electrical Billing Clerk General Office Clerk Collections Clerk				
After 24 Months	\$28.73	<u>\$30.63</u>	<u>\$31.24</u>	<u>\$31.99</u>
After 12 Months	\$22.95	<u>\$24.46</u>	<u>\$24.95</u>	<u>\$25.55</u>
After 6 Months	\$21.55	<u>\$22.97</u>	<u>\$23.43</u>	<u>\$23.99</u>
Start Rate	\$20.14	<u>\$21.47</u>	<u>\$21.90</u>	<u>\$22.43</u>

Note:

An employee hired prior to the signing date of the 1996 Collective Agreement who transfers or posts from one department and/ or classification to another will maintain his/ her current hourly rate of pay or the rate for the classification, whichever is greater. Said rate will be red circled until such time as the rate of pay for the classification reaches his/ her hourly rate of pay. This clause pertains to the progression steps only. An employee who transfers or posts to a position with a lower final rate will be paid the appropriate rate for the position.

SCHEDULE "C"
LETTER OF AGREEMENT
TRAVEL TIME

Rest Day(s) Travel

Where an Employee is required by the Employer to travel on the employee's normal rest day, the employee will be paid a one hundred and twenty-five-dollar (\$125.00) travel allowance.

For Travel Purposes, the employee must use either an Employer vehicle or a rental vehicle. Management must approve the employees' use of personal vehicle.

Mileage Allowance is in accordance with Employer Policy.

Out of town: -Outside the Cochrane District seventy-five dollars (\$75.00) per day
-Inside the Cochrane District fifty dollars (\$50.00) per day

When an employee is not notified the day before or earlier that the employee is required to work away from his normal service centre or is working in a location without a service centre the following meal allowance(s) will apply:

Breakfast	Up to fifteen dollars (\$15.00) with a receipt
Lunch	Up to twenty dollars (\$20.00) with a receipt
Supper	Up to thirty dollars (\$30.00) with a receipt

Daniel Boucher

For the Employer

James W. Addison

For the Union

Cochrane Office: (705) 272-6669
Iroquois Falls Office: (800) 619-6722
Kapusksasing Office: (800) 619-6722



153 Sixth Avenue – 153 Sixième avenue
Cochrane, Ontario P0L 1C0
customer@nowinc.ca

July 7, 2022

Power Workers' Union
244 Eglinton Ave. E.
Toronto, ON M4P 1K2
Attention: Mr. Andrew Kolar

Dear Sir,

Re: Telephone Entitlement

This letter will confirm that the following entitlements will continue to apply to affected staff for the term of the renewal Collective Agreement expiring June 30, 2025.

Employees not issued cell phones will be eligible for one standard telephone and one residential telephone line to be supplied free of charge to all employees who are members of the Power Workers' Union, CUPE Local 1000, and who are served by Cochrane Telecom Services Inc.

Employees who are members of the Power Workers' Union, CUPE Local 1000 and who are served by Cochrane Telecom Services Inc. will also be compensated a maximum \$30.00 per month for internet.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Boucher", is written over a light blue horizontal line.

Dan Boucher
General Manager

Formerly / Auparavant – Cochrane PUC, Iroquois Falls Hydro, Kapuskasing PUC

Letter of Understanding

IN THE MATTER OF A COLLECTIVE AGREEMENT

B E T W E E N:

TOWN OF COCHRANE/NORTHERN ONTARIO WIRES

("The Employer")

- and -

POWER WORKERS' UNION, CUPE Local 1000-CLC

("PWU")

WHEREAS: The parties are a part of a Collective Agreement with a date of July 1, 2022 to June 30, 2025 **“the Collective Agreement”**

AND WHEREAS: The workplace parties wish to enter into an agreement to address on call pay for the 4x10 hour work schedule for your scheduled day off.

AND WHEREAS: The collective agreement in Article 16.02 allows for the following summer hours of work: **Summer Hours - For the months starting May 1st to October 31st:**

The normal work week will consist of four (4) ten (10) hour shifts forty (40) hours per week, between the hours of 06:00 to 17:00, with one thirty (30) minute paid lunch to be taken Monday to Thursday and/or Tuesday to Friday.

AND WHEREAS: The collective agreement in Article 16.04 (c) outlines the following for on call pay: **c) For the term of this agreement “Standby” will be as follows: “Standby” will be paid \$40.00 per day, plus \$50.00 for Saturday, Sunday and each Statutory Holiday.**

NOW THEREFORE, the parties hereby agree as follows on a without prejudice or precedent basis:

1. On-Call pay for your scheduled day off for the periods between May 1 to October 31 (4x 10 hour schedule) shall be fifty (\$50) dollars per day.

Date July 21 2022



James Middleton

VP Power Workers' Union

Sector 4



Dan Boucher

Superintendent of Lines

Town of Cochrane/NOW