

COLLECTIVE AGREEMENT

BETWEEN

ELEXICON ENERGY INC.

- AND -

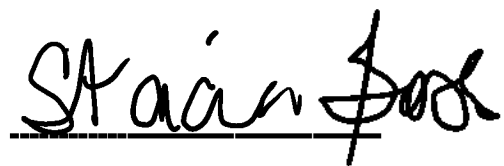
POWER WORKERS UNION, C.U.P.E. LOCAL 1000

JULY 1, 2022 - JUNE 30, 2025



Dated at Ajax this 2 Day of February 2023.

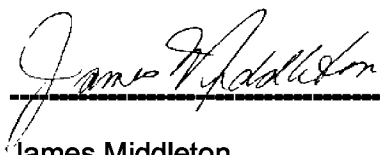
Elexicon Energy Inc.

A handwritten signature in black ink, appearing to read "Stacia Boss", written over a horizontal dashed line.

Stacia Boss

Vice President – Human Resources & Corporate Services

Power Workers' Union – C.U.P.E. Local 1000

A handwritten signature in black ink, appearing to read "James Middleton", written over a horizontal dashed line.

James Middleton

Vice President – PWU Sector 4

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ARTICLES

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Company, the Power Worker's Union - C.U.P.E. Local 1000 and the employees and to provide an amicable method of settling any difference which might arise.
- 1.02 This Agreement reflects the principles of diversity, equity, and inclusion to ensure the use of inclusive and non-discriminatory language as it specifically refers to gender identity of an employee.
- 1.03 The Company, the employees and the Power Workers' Union - C.U.P.E. Local 1000 have agreed to work together to improve relationships and organizational effectiveness through co-operation and a commitment to excellence. In this way employees can influence the decision making process in matters concerning our future. In working together we will demonstrate fair and equitable treatment to all employees.

We will adhere to the following Guiding Principles:

- * Foster an open, honest forum of information exchange.
- * Encourage and respect differing opinion.
- * Actively promote decisions formed by consensus.
- * Respect rights and privileges of all parties.
- * Focus on decisions that are good for people and good for business.
- * Focus on our future rather than our past.
- * Supply customers with services of the highest possible quality.

ARTICLE 2 - UNION RECOGNITION

- 2.01 The Company recognizes the Power Workers' Union - C.U.P.E. Local 1000 as the sole collective bargaining agent for all employees of the Company save and except supervisors, persons above the rank of supervisor, students who do not perform bargaining unit work, and any positions not included in the wage schedule.
- 2.02 Employees not covered by this Agreement, except in cases of emergency, or for job training purposes, shall not perform work that is normally performed by employees covered by this Agreement.
- 2.03 The parties agree that all present employees and new employees as set out in Article 2 shall as a condition of employment become members of the Union. An employee shall have satisfied the requirements of this Article as long as the employee pays their normal weekly dues.
- 2.04 The Company shall deduct from each pay from each employee Union dues as may from time to time be authorized by the Union and shall remit same prior to the end of every month to the Financial Officer of the Union. In consideration of this 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.

- 2.05 The Union shall notify the Company thirty (30) days prior to any change in the dues before such change becomes effective.
- 2.06 The Union, or its members, will not engage in Union activities during work hours or hold meetings at any time on the premises of the Company without the permission of the Company.
- 2.07 Employees covered by this Agreement shall receive copies of this Agreement, and a list of Representatives and Stewards, provided by the Company as soon as practical following time of hire.
- 2.08 The Union shall notify the Company in writing within ten (10) working days of any change in Union Steward(s).
- 2.09 The Company shall notify the Principal Steward in writing of all job postings, hiring, discharges, terminations, retirements, promotions, transfers and letters of discipline.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Nothing in this Agreement shall be interpreted as limiting the Company in the exercising of all its lawful rights, powers, authority and regular and customary functions of management and without limiting the generality of the foregoing, these lawful rights to introduce technical improvements and methods of operations, the right to hire, promote, demote, transfer and layoff employees, the right to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent herein provided.

ARTICLE 4 - UNION RIGHTS AND ACTIVITIES

- 4.01 As changes are made in the organization, the Company will provide the Union with:
- (a) The Company will 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 to the Union.
 - (b) All Employees shall advise the Company in writing as soon as possible of any change in contact information (home address, e-mail address, telephone number), banking information, or changes to dependents/beneficiary information.
 - (c) Copies of Job Postings for bargaining unit Employees on a monthly basis distributed to the Principal Steward;
 - (d) Copies of Job Descriptions for bargaining unit Employees distributed to the Principal Steward when needed;
 - (e) A list of all Employees joining and leaving the bargaining unit on a monthly basis distributed to the Principal Steward;
 - (f) Minutes of Labour Management Committee Meetings distributed to the

Principal Steward within a week of the meeting;

- (g) Minutes of Health & Safety Committee Meetings to be distributed to the Principal Steward within a week of the meeting.

4.02 Amendments to the Policies and Procedures manual that affect PWU employees will be provided to the Principal Steward as the manual is updated.

ARTICLE 5 - NO STRIKES/LOCKOUTS

5.01 During the term of this Agreement the Company and its representatives shall not cause any lockouts and the Union agrees that neither it nor its representatives shall cause or sanction any strikes.

5.02 Employees of the Company will not involve the Company with any dispute or strike involving outside parties and the Union and employees agree to make every reasonable effort to perform their duties in the event of secondary picketing.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01

- a) Any difference of opinion regarding the interpretation, application, or administration of the terms of this Agreement shall be considered a fit matter for the grievance procedure.
- 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 aggrieved employee will seek to resolve the issue with their supervisor (and Steward if requested) prior to invoking the aforementioned formal process. Failing resolution of the issue, Step 1 of the grievance process will be applied.
- c) Grievances shall be in writing for Step 1 and Step 2 and must cite the grievous act or, specific provision(s) of the agreement, which is claimed to have been violated and the redress sought. Grievances must be filed by the Union or Principal Steward (or delegate) within twenty (20) working days of the alleged violation and shall be dealt with in the following manner:

Step 1

A Principal Steward (and the employee if required), shall take the grievance up with the Supervisor. The Supervisor shall respond in writing, on or with the grievance document within five (5) working days. The Principal Steward 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 may immediately proceed to Step 2 within an additional three (3) working days.

Step 2

- i) Each party will appoint two (2) senior people to form the four (4) person grievance review Board (GRB). The composition of the board may be different; however, it will always consist of four (4) senior level individuals, with two (2) from each party. If the Board unanimously decides to dismiss or settle a grievance, that decision is documented, and it is final and binding. If there isn't unanimous agreement, the grievance remains unresolved.
 - ii) The parties will schedule all unresolved grievances to be heard by the board, up to ten (10) grievances scheduled per day. The Company will provide the facilities that are required for all meetings. The number of hearing dates will be determined by the number of unresolved grievances to be heard by the board. One (1) GRB date will be scheduled per month if needed and provided there are more than five (5) grievances to be heard, or as agreed upon by both parties.
 - iii) A Company representative will present each grievance for the Company and a PWU Staff Officer and/or Principal Steward will present each grievance for the Union. The key points that will be presented regarding a specific grievance will be documented and copies will be provided to the board members and to the other presenter three (3) days prior to the hearing date for that grievance.
 - iv) All grievances that are not resolved by the board during the Grievance Review Process will proceed through the Arbitration/Mediation process.
 - v) The Company agrees that there shall be no loss of base wages for time spent by the Steward(s) to attend grievances meetings as per Article 6.
- 6.02 The time limit fixed in Step 1 of the grievance procedure must be adhered to but may be extended in writing by consent of both parties to this agreement.
- 6.03 The Union may file a group or policy grievance at Step 2 with Human Resources. The Union shall not file an individual grievance as a group or policy grievance.
- 6.04 It is understood that the Company may bring forward any complaint to the PWU Staff Officer or PWU Sector V.P. with respect to the conduct of the Union, its Officers or Stewards, and that if such complaint by the Company is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee starting at Step 2.

ARTICLE 7 - ARBITRATION

- 7.01 The parties in this Agreement will use the services of mutually agreeable Arbitrator's as a means of settling grievances and disputes.
- a) The parties agree to a list of three (3) Arbitrators as follows. This list will be renewed the beginning of every year. Assignment of an Arbitrator from the agreed upon list shall be on a rotating basis:
 - i) Paulene Pasioka
 - ii) Jessie Nyman
 - iii) Michael Mitchell

- b) The Grievance Review Board sending a grievance to Arbitration under this Article will put it in writing in accordance with the provisions of Article 6.
- c) At the start of each year the parties shall ensure there is an Arbitrator available on a date set for each month, unless the parties agree to not schedule cases for certain months. If there are not sufficient grievances ready for hearing at the next scheduled arbitration date, that date shall be cancelled early enough to avoid cancellation fees. Arbitrators shall render a decision on each case within thirty (30) days of the hearing.
- d) Each party shall pay their own costs and expenses of the Arbitration and one half the remuneration and disbursement or expenses of the Arbitrator.
- e) An Arbitrator shall not have the power to add to or subtract from or change the provisions of this Collective Agreement or to deal with any matter not contained in the statement of grievance filed by the party referring the matter to arbitration.
- f) All decisions from the Arbitrator are precedent setting, final and binding.
- g) Arbitrators will hear up to ten (10) cases a day. The cases shall be heard on an expedited basis after the parties have exchanged written briefs. Oral evidence may be called only where the Arbitrator deems necessary and only with leave of the Arbitrator.
- h) The parties may use the service of counsel at their own discretion.

ARTICLE 8 - DISCHARGE CASES/DISCIPLINARY RECORDS

8.01 When the Company schedules a disciplinary interview that could reasonably be anticipated to lead to discipline to an employee, the Principal Steward will be notified one (1) day prior of the interview. A Principal Steward or their delegate will be present at the interview. Prior to the imposition of discipline, the Principal Steward or delegate will be allowed to interview the employee.

This shall not prevent a Supervisor from taking on-the-job disciplinary action including immediate suspension with pay subject to later confirmation.

8.02 Should the Company choose to impose discipline; the Union has ten (10) days to file a grievance commencing at Step 2.

8.03 Nothing in the disciplinary interview process is intended to interfere with the Company's right to investigate matters.

8.04 The Company agrees to continue to pay the health and dental benefits for the grievor during a suspension and/or termination until the earlier of six (6) months, or a mutually satisfactory resolution has been achieved or an arbitration award has been issued.

8.05 Discipline shall be issued to an employee within twenty (20) working days of the incident coming to the attention of Management, or the time it ought reasonably to have come to Managements attention.

- 8.06 Unless otherwise agreed to, all disciplinary records will be removed from the employee's file after twenty-four (24) months from the last recorded disciplinary action unless there has been further related occurrences.
- 8.07 The Company shall set out its allegations and except where the allegations could constitute a criminal offence, the Union or the individual(s) shall set out their version of the events. Minutes, but not a transcript, of the Interview setting out the substance of the discussion shall be taken. The minutes of the meeting shall be provided to the Union within seven (7) days.

ARTICLE 9 - RE-DEPLOYMENT AND SEPARATION

In the event of an organization change that results in a temporary surplus, permanent surplus and/or relocation the following will apply:

9.01 Work Centre Redeployment

If an employee is requested to move work centres voluntarily, the Company will provide 60 days notice. If an employee requests to move work centres voluntarily or through a posting, the Company will provide 30 days' notice.

This provision may be implemented and completed without activating Temporary Surplus or Permanent Surplus.

Employees who are over complement and must redeploy will be given the options of available work centres along with the option of severance as described below.

- a) Within a work location Management may deploy employees within their classification.
- b) Where the Company has identified an over-complement in a classification at a work centre(s) and an under-complement at another work centre(s) in an equal/same classification, the Company may deploy employees from an over-complement work centre to an under-complement work centre on a senior choice/junior force basis until either the over-complement or under-complement ceases to exist, whichever occurs first.

The Company will make an effort to keep employees at their work centre. Where appropriate, training and technology will be utilized to increase skills and to minimize employee movement.

- i) A junior employee who refuses to be transferred will be subject to discipline up to and including termination. All disputes regarding the discipline and termination of an employee who refuses a transfer will be referred to Arbitration for resolution on an expedited basis.

An employee who is terminated for refusing a transfer under the terms of this agreement shall be eligible to receive reduced severance pay of one (1) weeks per years' service to a maximum of thirty-six (36) weeks, if the proposed transfer is to a work centre that is not within a reasonable commuting distance from their residence.

Where an employee is terminated for refusing to transfer to a work centre which is within reasonable commuting distance from their residence, there is no severance or other provisions payable to such employees.

- ii) Management has the right to determine the classification(s), number of over-complement positions, number of under-complement positions and the work centre(s) that will be dealt with under each operation of this provision.
- iii) Management will provide at least thirty (30) days' notice to employees in the over-complement classification and work centre of the intended date of transfer by posting in the over-complement work centre(s) a notice which sets out:
 - the affected classifications;
 - number of positions to be filled;
 - under-complement work centre(s); and
 - proposed transfer date.

Subsequent to this thirty (30) days' posting, employees designated for transfer will be provided with at least sixty (60) days' notice of their actual transfer date. In determining an employee's transfer date the Company will consider the personal circumstances of the employee and the business needs of the Company. A copy of this notice will be provided to the PWU Sector 4 Vice President.

- iv) Employees transferring will be entitled to moving expenses as set out in Part A Item 24 Transportation and Moving Expenses except where as a result of the transfer the employee has a different work centre that is within a reasonable commuting distance from their residence.
- c) Under-complement positions that remain vacant after the operation of this clause will be posted in accordance with the Collective Agreement.
- d) There will be no permanent transfers under this Article into a work centre which has been identified as a work centre to be closed permanently during the eighteen (18) month period following intended transfer date.
- e) Medically restricted at work (MRAW) employees who have had a special position created for them cannot be terminated for refusing a transfer under this clause. In the event that there is a closure of a work centre, the MRAW employee will transfer in accordance with this Article and where necessary be accommodated in accordance with applicable legislation.
- f) Performance Limitations: When an individual has a verifiable physical or medical limitation and is not required to be accommodated under the Human Rights legislation and which prevents them from performing the essential functions of a job in their Job Description into which they may be transferred, and which is voluntarily identified in advance of determining those to be transferred, the Company and the Union will meet to discuss this individual. It is understood that if there is no mutual agreement the Company may proceed to implement the layoff. Nothing in this Article is intended to require any employee to self-identify or to modify in any way the rights or obligations of the Company, Union or employee under the Human Rights legislation.

- g) Employees on pregnancy/parental leave, or assignment outside Ontario or approved leave of absence, vacation, sick leave will be subject to this process and be required to participate as if they were in their regular position. Such employees will assume their new positions upon return and until such time the positions will be filled on a temporary basis if required by the Company.

The Company will make reasonable efforts to contact personally employees on such leave but in any event such employees will be provided with written notification that the Company is initiating a work centre redeployment. The Company can only rely on the last address and telephone number provided by the employee.

- h) Employees on LTD including those in a LTD funded Rehabilitation and Re-employment Program may not be subject to the provisions of this clause.
- i) Notwithstanding the provisions of this Article an employee who is within five (5) years of normal retirement or within five (5) years of eligibility for unreduced pension when faced with work centre redeployment, with joint agreement may be given special consideration for work centre protection/preference.
- j) Notwithstanding the provisions of this Article, the parties will make special arrangements for employees who are disabled to the extent that alternative employment would be difficult to find.
- k) This Article will be implemented no more than once annually per classification.
- l) All vacancies in the affected classification(s) will be put on hold until the execution of employee transfers is complete.

9.02 Temporary Surplus (Layoff) Procedure

Temporary Surplus is to be used when there is an expectation that the need for the layoff could result in a recall.

In the event of a temporary surplus (layoff) the Company will:

- a) Provide the Union with written notice of layoff at least seven (7) calendar days prior to notifying the employees to be laid off.
- b) Meet with the Union within the seven (7) day notice period to review the following:
 - i) The reason causing the layoff;
 - ii) The level of service of the Company after the layoff;
 - iii) Advise the Union of the position affected and the names of the employees to be laid off.
- c) Employee shall have no less than thirty (30) calendar day's written notice of the layoff.

9.03 Temporary Surplus (Layoff) Procedure

- a) It is the intent of the Company and the Union to consider all avenues prior to lay-offs. The Company will terminate contractors, agency staff, and persons hired under a

government-sponsored program, performing bargaining-unit work in the affected classification, prior to laying off any bargaining unit employees.

- b) In the event of a layoff, the following procedure will be followed:
 - i) Layoffs will be by classification.
 - ii) Students will be laid off first; then
 - iii) Temporary employees; then
 - iv) Probationary employees; then
 - v) Part-time* employees in the reverse order of their bargaining unit seniority.
 - vi) Full-time employees in the reverse order of their bargaining unit seniority. If faced with a layoff, full-time employees may elect to displace part-time employees with lesser seniority.
- c) It is understood that the remaining employees as outlined above, must have the ability to perform the normal requirements of the remaining jobs. Re-training will be provided as deemed reasonable by the Company subject to the layoff, displacement and recall process.
- d) An employee placed into a new position as a result of the layoff and/or recall process shall be provided with a training and familiarization period of up to thirty (30) working days.

9.04 Displacement Process

- a) An employee who has received written notice of layoff shall elect to either:
 - i) Accept the layoff; or
 - ii) Displace an employee who has lesser bargaining unit seniority in a relatively equal or lower classification, if the employee originally subject to layoff can perform the duties of the lower or relatively equal classification. Where an employee elects to displace an Employee with lesser bargaining seniority, the Company and the Union will jointly identify the name and seniority of the displaced Employee. When displacing into a lower classification the employee's current rate of pay shall be maintained for one (1) year then in each subsequent year a two percent (2%) reduction will occur, until the top step of the highest rate for the lower classification is obtained or;
 - iii) Displace an employee who has lesser bargaining unit seniority in a higher classification that the senior employee previously held on a regular (excluding relief or temporary) basis within the last two (2) years.
- b) Such election shall be in writing and filed with the People Department within forty-eight (48) hours of receipt of the layoff notice. This election shall be final.
- c) This process shall be repeated at each lower classification by the affected employee(s) until all such employee(s) have been placed into jobs or laid off.
- d) The displacement process above will be by Work Centre, Work Location and then Company wide.

9.05 Recall

In the event of a recall the Company will:

- a) Provide the Union with written notice of recall at least seven (7) calendar days prior to notifying the employees to be recalled.
- b) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided that they have the ability to perform the work before such an opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

9.06 An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within twenty-four (24) months of being recalled in accordance with the Loss of Seniority Provisions.

9.07 No new employees shall be hired into a bargaining unit position until all those laid off have been given the opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

9.08 Notice of recall shall be by registered mail in accordance with the Loss of Seniority Provisions (Failure to Return to work after Recall) addressed to the last address on record with the Company (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Company.

Employees have fifteen (15) working days from the date of notification of recall to return to work. Failure to return to work within fifteen (15) working days will result in forfeiture of any further recall rights and the employee is terminated.

9.09 Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such a temporary vacancy shall not be required to accept such a recall and may instead remain on layoff.

9.10 No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one (1) or more part-time employees.

9.11 At any time during the three (3) year recall period, a laid off employee may opt for their full severance pay entitlement. Once this election is made all recall rights will cease.

9.12 If at the end of the three (3) year recall period an employee has not been recalled or has not elected to receive severance pay, they will automatically receive the full severance pay entitlement as follows, two (2) weeks base pay per year of service up to a maximum of forty (40) weeks' base pay (payments for incomplete years of service will be prorated).

9.13 Benefits on Layoff

In the event of a layoff of an employee, the Company will continue to pay its share of the insured benefits premium for up to six (6) months while the employee is on layoff.

9.14 Permanent Surplus (Layoff)

Permanent Surplus is to be used when there is an expectation that the layoff is not expected to result in a recall.

In the event of a Permanent Surplus the Company agrees to:

- a) Provide the Union with written notice of layoff at least seven (7) calendar days prior to notifying the employees to be separated.
- b) Meet with the Union within the seven (7) day notice period to review the following:
 - i) The reason causing the surplus;
 - ii) The level of service of the Company after the surplus;
 - iii) Advise the Union of the position affected and the names of the employees to be separated.
- c) Employees shall have no less than thirty (30) calendar days written notice of the layoff.

9.15 Permanent Surplus (Layoff) Procedure

- a) It is the intent of the Company and the Union to consider all avenues prior to lay-offs. The Company will terminate contractors, agency staff, and persons hired under a government-sponsored program performing bargaining-unit work in the affected classification, prior to laying off any bargaining unit employees.
- b) In the event of a layoff, the following procedure will be followed:
 - i) Layoffs will be by classification.
 - ii) Students will be laid off first; then
 - iii) Temporary employees; then
 - iv) Probationary employees; then
 - v) Part-time* employees in the reverse order of their bargaining unit seniority.
 - vi) Full-time employees in the reverse order of their bargaining unit seniority. If faced with a layoff, full-time employees may elect to displace part-time employees with lesser seniority.
- c) It is understood that the remaining employees as outlined above, must have the ability to perform the normal requirements of the remaining jobs. Re-training will be provided as deemed reasonable by the Company subject to the layoff, displacement and recall process.
- d) An employee placed into a new position as a result of the layoff and/or recall process shall be provided with a training and familiarization period of up to thirty (30) working days.

9.16 Displacement Process

- a) An employee who has received written notice of layoff shall elect to either:
 - i) Accept the layoff; or
 - ii) Displace an employee who has lesser bargaining unit seniority in a relatively equal or lower classification, if the employee originally subject to layoff can perform the duties of the lower or relatively equal classification. Where an employee elects to displace an Employee with lesser bargaining unit seniority, the Company and the Union will jointly identify the name and seniority of the displaced Employee. When displacing into a lower classification the employee's current rate of pay shall be maintained for one (1) year then in each subsequent year a two percent (2%) reduction will occur, until the top step of the highest rate for the lower classification is obtained or;
 - iii) Displace an employee who has lesser bargaining unit seniority in a higher classification that the senior employee previously held on a regular (excluding relief or temporary) basis within the last two (2) years.
- b) Such election shall be in writing and filed with the People Department within forty-eight (48) hours of receipt of the layoff notice. This election shall be final.
- c) This process shall be repeated at each lower classification by the affected employee(s) until all such employee(s) have been placed into jobs or laid off.
- d) The displacement process above will be by Worksite, Work Location and then Company Corporation wide.

The treatment for individuals affected by Permanent Surplus will be as follows:

9.17 Severance Pay

- a) An employee receiving severance pay waives any other rights under Article 9, or any other employment separation programs associated with the Collective Agreement.
- b) An employee may direct all or a portion of their payment into an RRSP up to the amount permitted by law. The employee shall provide the Company with the TD2 Form directing the payment into their RRSP.
- c) An employee entitled to severance pay may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year, subject to statutory deductions, of:
 - i) Two (2) weeks base pay per year of service up to a maximum of fifty (50) weeks' base pay (payments for incomplete years of service will be prorated).

An employee may select a continuance of pay for the length of severance.

9.18 Benefit Continuance

A surplus employee who takes severance pay and terminates their employment is entitled to:

- a) Coverage under the Company's Health and Dental Plan for a period of six (6) months from the date of termination of employment or until the commencement of alternate employment, whichever occurs first.

9.19 Training

Any employee who is subject to movement to another classification will be provided refresher training.

9.20 Technological/Organizational Change

- a)
 - i) Technological change includes the Company's introduction of equipment, material or work processes not previously used in its operations, Company's enhancement of equipment, material or work processes and any change in the manner in which the Company carries on its work, undertaking or business that is related to the introduction or enhancement of the equipment, material or work processes.
 - ii) A change in organization includes a change in the allocation of work or the structure of the organization or the transfer of work to other organizations within or outside of Elexicon.
- b)
 - i) When the Company has determined that Technological/Organizational change, which will eliminate or significantly change a job, will be introduced, the Union will be provided not less than two (2) months advance notice and will be given the opportunity for discussion.
 - ii) During the advance notice period any Regular Employee displaced by Technological/Organizational change will have the opportunity to fill any posted vacancy, for which they are qualified, before such an opening is filled on a regular basis under the job posting procedure.
 - iii) The Company assures the Union that all reasonable efforts shall be made to offer a job to any Regular Employee displaced by Technological/Organizational change, although such offer is conditional upon any affected Employee's willingness and ability to perform the job. Such employees must be capable of performing the job within a thirty (30) working day training/familiarization period.
- c) The treatment for individuals laid off because of technological/organizational change will be as per Article 9.

ARTICLE 10 - CONTRACTING OUT/PURCHASED SERVICES

- 10.01 During the term of this Collective Agreement, no regular full-time or part-time employee will lose employment or recall opportunities as a result of the use of contracting out.
- 10.02 An employee displaced into a classification at a lower hourly rate of pay due to the use of contracting out shall maintain their earnings at the pre-displacement level for the duration of the Collective Agreement in effect at the time of the displacement. Upon the expiry of that Collective Agreement the displaced employee would revert to the job rate to which they have been displaced. Any employee displaced may elect to use layoff displacement language.
- 10.03 The Company and the Union will meet every six (6) months to have meaningful discussion regarding issues around the use of contractors.

ARTICLE 11 - WORKING CONDITIONS

- 11.01 The Company will continue to provide appropriate work during wet or inclement weather for regular employees who usually work outside. Employees will be expected to carry out any such work assigned to them during these periods.
- 11.02 Any modification within the confines of this Agreement shall be subject to agreement by the Company and the Union's executive. Changes to the undernoted subjects, however, can be made with the written agreement of the Principal Steward and may be cancelled by either party upon the giving of thirty (30) days' notice:
- a) Changes in normal working hours as per the Collective Agreement for an individual work group or crew.
 - b) The extension of Step-up roles as outlined in the Collective Agreement.
 - c) Modifications to hours of work in a work location or condensed work week.

ARTICLE 12 - MID-TERM AGREEMENTS

12.01 Any modification to this Agreement shall be subject to agreement by the Company and the Union’s Executive. Unless specifically referred to in a Mid-Term Agreement the pertinent provisions of this Agreement shall apply.

NOTE: A Mid-Term Agreement is a modification of the Collective Agreement executed by the parties on the prescribed form (a specimen of which is shown below) during the term of the Collective Agreement.

Mid-Term Agreement

Title

Number

Date

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

SAMPLE

Elexicon Energy Inc.

Power Workers' Union

ARTICLE 13 - TERM OF AGREEMENT

13.01 This Agreement shall take effect July 1, 2022, and remain in effect and full force until June 30, 2025 and thereafter from year to year unless terminated or amended by notice in writing from either party within a period of not more than ninety (90) days and not less than thirty (30) days prior to the termination date in any year.

13.02 During the discussions or negotiations of any proposed renewal or revision of the Agreement, the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until completion of negotiations as provided for in the Ontario Labour Relations Act.

13.03 The parties agree that this Collective Agreement applies to all successor companies of the Elexicon Energy Inc. including all companies created to comply with Bill 35 (the Energy Competition Act) or related regulations.

PART A – GENERAL ITEMS

ITEM 1 - EMPLOYEE CATEGORIES

1.01 Temporary Employees

- a) Temporary employees are persons hired for periods of limited duration with the intent of continuous employment not to exceed twelve (12) months. An extension of up to three (3) additional months may be granted with the consent of the Principal Steward. Temporary employees shall not accumulate Company service credit or seniority nor shall they be entitled to any of the health benefits or sick leave plan. In addition, the entitlement of temporary employees under Part A Item 12, Leave of Absence, is limited to that provided under the Employment Standards Act.

Any employee engaged on a temporary basis will be covered only by the wage section of this agreement for the first twelve (12) months or as extended by agreement with the Principal Steward.

Probationary, temporary or seasonal employees shall be entitled to statutory holidays and vacations with pay in accordance with the Employment Standards Act.

Note: Temporary employees are defined as employees hired directly onto payroll by the Company. Temporary employees shall pay union dues on date of entry into the bargaining unit.

- b) The Company will notify the Principal Steward in writing of the following:
- i) The reason for the temporary position;
 - ii) The nature of the major duties to be performed;
 - iii) Confirmation that the rate to be paid to the Employee is within the contract range of the Collective Agreement for the temporary position;
 - iv) The expected duration.
 - v) Copy of the letter of offer.
- c) When an Employee is directly or indirectly relieving for a maternity/parental/adoption leave, the employee will be considered temporary for up to and including the duration of that particular leave.
- d) If a temporary employee is employed for a period of longer than twelve (12) consecutive months without an agreement to extend, the position will be posted and filled unless that employee has been hired to cover a maternity/parental/adoption leave.
- e) If a temporary employee gains regular status they will be considered to have completed the probationary period if they have worked six (6) months in that position.

1.02 Probationary Employees

- a) Probationary employees are persons hired on a trial basis of six (6) months in order to determine their suitability for employment as a regular employee. After successful completion of the probationary period, written confirmation of regular status will be given to the probationary employee and the most recent date of hiring shall be established as the employment commencement date. During this period of probation, the probationary employee shall not be considered as having regular status. The service of probationary employees may be terminated by the Company at any time during the Probationary period for unsatisfactory performance.
- b) During their probationary period, probationary employees will be given a minimum of two (2) performance evaluations in writing, to advise of their progress and/or lack of expected performance.

1.03 Regular Full-Time Employees

Regular full-time employees are persons who have successfully completed the probationary period and have been granted regular status with the Company. They shall work full-time hours.

1.04 Regular Part-Time Employees

Regular part-time employees are persons who have successfully completed the probationary period and have been granted part-time status with the Company and who normally work up to a maximum of twenty-four (24) hours per week. The Company may work Part-Time employees up to Full-Time hours at straight time for no more than 20 weeks per year to maintain corporate effectiveness, but not to eliminate or split Regular Full-Time positions. Entitlements to the collective agreement provisions will be prorated based on hours worked per calendar year, except for Health and Dental Benefits which will be provided at 100%.

1.05 Temporary Part-Time Employees

Temporary part-time employees are persons hired for periods of limited duration with the intent of continuous employment not to exceed twelve (12) months and who normally work up to a maximum of twenty-four (24) hours per week. An extension of up to three (3) additional months may be granted with the consent of the Principal Steward. They will not accumulate any Company service credit or seniority, nor shall they be entitled to any of the Health and Dental Benefits or Sick Leave Plan. Entitlement to Leave of Absence, Statutory Holidays, and Vacation with pay is limited to that provided under the Employment Standards Act.

1.06 Students

Students are individuals who are enrolled in or are attending post-secondary education programs including participating in a Co-operative or Internship Programs. Students and Co-op's will pay Union dues when performing Union work.

Students are only covered by the wage section of this agreement. They shall not accumulate Company service credit or seniority, nor shall they be entitled to any of the health benefits

or sick leave plan. In addition, their entitlements under Part A Item 12, Leave of Absence, are limited to that provided under the Employment Standards Act.

Students who perform work outside the PWU's jurisdiction are excluded.

ITEM 2 - SENIORITY

- 2.01 A seniority list will be established for all employees covered by this Agreement who have completed their probationary period based upon each employee's last date of hiring. It is agreed that such seniority list shall be revised during January of each year and a copy filed with the Union. This list will include the name of the employee, their classification and the respective date of hire (Seniority refers to the Company's service credit, not Department).
- 2.02 Seniority will continue to accumulate while Regular Employees are:
- (a) In receipt of regular base wages; or
 - (b) On pregnancy/parental leave for the duration as required under the Ontario Employment Standards Act; or
 - (c) In receipt of sick leave payments replacing wages; or
 - (d) In receipt of Workplace Safety and Insurance Board payments replacing wages; or
 - (e) In a Management position for up to one year. This is for service credit within the bargaining unit only.
- 2.03 Seniority rights and an employee's employment shall be terminated if the employee:
- (a) resigns.
 - (b) is discharged for just cause and such discharge is not reversed through the grievance procedure.
 - (c) is laid off for a continuous period of more than one (1) year.
 - (d) is absent for more than four (4) consecutive working days without notifying the Company or without securing prior leave of absence.
 - (e) has been laid off and fails to return within ten (10) working days after the employee has been notified to do so by the Company through registered mail addressed to the last address on record with the Company.
- Note: It is the employee's responsibility at all times to keep the Company and the Union informed of their correct home address and telephone number.
- (f) retires.
 - (g) is disabled for a period in excess of thirty-six (36) months and is placed on a Long Term Disability Plan.

- (h) While in receipt of Workers' Compensation benefits from the Workplace Safety and Insurance Board and has concluded the period of re-employment obligation as established by Section 41(7) of the Workplace Safety and Insurance Act, 1997, provided that such absence is not less than forty-eight (48) months from the date of the injury. The Union will be notified ninety (90) days prior to clause be enacted.
- 2.04 If an employee accepts a promotion outside of the bargaining unit and returns through a posted vacancy into the bargaining unit after twelve (12) months of the date of the promotion seniority within the bargaining unit will be lost for purposes of layoff only.
- 2.05 An Employee shall maintain service credit at the level attained before being absent from work for the following reasons:
 - Leave of absence without pay in excess of thirty (30) days granted by written permission of the Company;
- 2.06 Service as a Temporary or Part-time Employee shall be added to the accumulated service credits provided that the Employee becomes a Regular Employee, has completed the probationary period and provided there is no break in service in excess of one (1) calendar month between the end of the Temporary or Part-time employment and the beginning of the probationary period. The hours worked as a Temporary or Part-time Employee will be calculated and used to count back from the start date as a Regular Employee to establish the credit service date.

ITEM 3 – COMMITTEES

NEGOTIATION/BARGAINING COMMITTEE

The Company will recognize a Negotiation Committee composed of the Principal Steward, and four (4) stewards and a representative(s) of the Power Workers' Union. The purpose of the Negotiation Committee will be to bargain the terms of the Collective Agreement. The Company will provide a maximum of three (3) days each, for up to five (5) Committee members, to be used for contract negotiations including preparation time without loss of pay or seniority and without payment of overtime and expenses. Arrangement for time off will be made through the Human Resources Department.

LABOUR MANAGEMENT COMMITTEE

Labour Relations Meetings will be held quarterly as follows:

- a) The Company will recognize a Labour Management Committee comprised of the Principal Steward and a Staff Officer (or designates) The Company representatives will include two (2) members of the Senior Management Team (or designates). The parties will be allowed to bring additional resources as required.
- b) The Agenda will be set two (2) weeks prior to the meeting and all meetings will be co-chaired.

- c) Only new informational items can be tabled at the meeting for discussion under new business. Meeting minutes will be prepared and jointly agreed to one (1) week after the meeting.
- d) Principal Steward will be provided up to one (1) hour preparation time prior to the beginning of the meeting.
- e) By mutual agreement either party can request an additional meeting of the Labour Relations Committee by submitting an agenda to the other party.
- f) Meetings will be held on Company time and premises.
- g) Potential future committees may be proposed based on the Company's operational needs and the growth of the Company. Any such committees will only be established if there is mutual agreement by both parties.

HEALTH AND SAFETY COMMITTEE

- 3.01 The parties are vitally interested in maintaining a healthy and safe working environment for the employees. Therefore, the parties agree to maintain the Joint Health and Safety Policy and to abide by the requirements of the Occupational Health and Safety Act.
- 3.02 The Company agrees to carry out all standard rules and regulations with regard to safety practices and further agrees to continue to maintain an adequate supply of safety equipment. This equipment is supplied on the understanding that each employee shall make the best use of such equipment for their own safety and the protection of others while on hazardous work. Each employee shall report any defects in tools or safety equipment to their immediate supervisor.
- 3.03 The Joint Health and Safety Committee (referred to hereafter as "JHSC will meet the minimum legislative requirements and consist of a representative group by location and position if possible.
- The Joint Committee shall meet on a regular established schedule predetermined and approved by the Joint Committee as per the Committee's Terms of Reference. Any changes to the meeting schedule must be approved by both the Co-Chairpersons.

JOB CLASSIFICATION, WAGE RATES AND PAY EQUITY

Job classification and wage rates shall be as they appear in the wage schedules constituting part of this Agreement. The Company shall discuss with the Union any changes to existing job classifications and wage rates, or the introduction of new job classifications and new wage rates. Where a difference arises between the parties, the dispute resolution process will be followed per Article 6, but in no case will it prevent the Company from implementing the new or amended job classification or wage rates.

Joint Job Classification Committee (JJCC)

The job evaluation process is carried out by the JJCC using the Elexicon Job Evaluation Plan Rev 2. The Elexicon Job Evaluation Plan Rev 2 shall be used for all job evaluation purposes including Pay Equity. Any changes to the tool including selection of a new tool shall require mutual

agreement of the parties. The Employer recognizes that the JJCC shall perform all job evaluations including those for Pay Equity purposes. This committee shall be composed of two (2) employees appointed by the Union, two (2) representatives appointed by the Employer and one (1) representative from each of the Power Workers' Union and the Employer.

The JJCC shall jointly develop and adhere to a Terms of Reference which shall form part of this agreement. All proceedings and results of the committee shall be deemed confidential.

a) **Change to a Current Job:**

Where there is a change in the duties or requirements of a job, a representative from either Union or Management may request a job review by the JJCC.

Management will review the change(s), revise the Job Description if appropriate and the committee shall assess, using the Elexicon Job Evaluation Plan Rev 2, whether the changes to the job warrants a change in pay. In all cases, the results of the evaluation(s) shall be jointly communicated by the JJCC to the incumbents and their immediate supervisors in writing.

When a rating is changed and has:

- i) an upward impact to the wage of a classification, it shall be implemented retroactively to the date when the increased job demands, and responsibility were instituted. However, in all cases the maximum period of retroactivity shall not exceed one year preceding the first recorded JJCC discussion date.
- ii) a downward impact to the wage of a classifications, it shall be implemented through the red circling of the employees current wage rate.

b) **New Job Classifications:**

Management will create a proposed Job Description and forward it to the JJCC for review and evaluation, but in no case will the process delay the Company from proceeding with posting in accordance with the Collective Agreement at the rate determined by the employer.

ITEM 4 - OVERTIME AND BANKED OVERTIME

OVERTIME

4.01 Due to the nature of the Company's operations, Employees may be required to work at outside of their regular scheduled hours by mutual consent. Overtime must be assigned and not assumed.

4.02 Rate of Compensation for Overtime:

Employees shall be paid a premium rate for all hours worked in excess of the regular workweek as defined in Part B, C, and D Item 1 on the following basis:

- (a) Two (2) times the regular base rate for all hours except on recognized holidays;
- (b) Two (2) times the regular base rate plus the regular pay on recognized holidays.

- 4.03 Overtime worked will be equitably distributed, among employees in the same classification and work centre regularly performing the work.
- 4.04 When an employee is called out at other than normal hours, they shall receive a minimum of two hours at double time (four (4) hours) or the actual time worked at the appropriate premium rate whichever is greater.
- Should one call-out follow within one and a half (1 1/2) hours of the completion of a previous call-out, only one minimum payment will apply and time will be considered continuous from the beginning of the first call-out. Should a second call-out occur within the minimum call-out period, only one minimum payment will apply.
- There shall be no minimum payment applicable to call-outs or overtime worked as an extension of Employees' normal daily working hours, or within one (1) hour of normal starting time.
- 4.05 Overtime which is contiguous with normal working time does not constitute a call-out but when an employee has left the premises of the Company and is called back such constitutes a call-out.
- 4.06 An employee shall be released from the job by Management when regular crews come into work and the workload so warrants.
- 4.07 Time spent for meals is not to be considered as a break in the continuity of work.

BANKED OVERTIME

- 4.08 Banked time provisions will apply to all regular employees (including probationary employees) of the Company.

Employees will be allowed to bank overtime hours up to a maximum of eighty (80) hours total per calendar year. Use of banked overtime will be approved at their Supervisor's discretion and any banked overtime not used by the last day of February of the following year will be paid out.

The employee has the following options:

- Being paid the overtime hours at the appropriate premium rates.
- Bank the entire entitlement to be taken as paid time off at a mutually agreeable time.
- Banking a portion of the overtime at the appropriate premium rates to be taken as paid time off at a mutually agreeable time.

ITEM 5 - RETROGRESSION POLICY

- 5.01 The parties agree to jointly explore ways of accommodating individuals who can no longer perform in their current job.

After the parties mutually agree to the reassignment of an employee to a lower rated position within the bargaining unit and/or the parties mutually agree to the creation of a new position with a lower rating that the employee would be assigned to the following will apply:

Where "retrogression" applies it refers to a gradual reduction in pay from the employee's existing rate of pay to the lower rating of pay that the employee has now been assigned to.

- (a) The reduction in rate from the employee's existing rate of pay will take place in four (4) steps at six (6) month intervals, recognizing that the employee will reach their new classification rate in no more than a two (2) year period. The first step shall occur six (6) months after the employee has been transferred to their new position. The reduction in pay will be evenly spread out over each step within the two (2) year period. However, if there is a wage rate increase during this two-year adjustment period, the employee will receive the same money increase that is given to the classification to which the employee is being reassigned.
- (b) While retrogression is in process and after retrogression is completed increases in pay that occur will be applied only to the straight time rate for their new position and the retrogressed employee will only receive a benefit when the straight time rate for their new position exceeds the employee's adjusted rate.

ITEM 6 - VACATIONS / HOLIDAYS WITH PAY

- 6.01 Employees, to ensure consideration of a chosen vacation period, must notify the Company of their preferred vacation period by March 1st in any given year and shall be approved by the Employer no later than March 15th of each calendar year.
- 6.02 Vacations will, as far as it is practical, be granted at the time most desired by employees, in either full day, half day or hour increments provided this does not impede the effective and efficient operation of the Employer's business.
- 6.03 When multiple requests from employees in a department conflict with the Company's requirements, and all other attempts to resolve the conflict have failed, the Company will allocate vacation based on seniority.
- 6.04 Any requests after March 15 will be considered on a first come first serve basis.
- 6.05 An employee may carry over up to ten (10) days of unused vacation to June 30 of the next year. The employee will be paid out if vacation is not used by June 30.
- 6.06 If an employee is called into work during their respective vacation time, the employee will be reimbursed their vacation period for which they worked.
- 6.07 Employees who become ill and are hospitalized while on vacation shall be deemed to be on sick leave, provided they present the appropriate documentation from the appropriate Health Care Provider.

6.08 Employees shall earn vacations as follows in the year they complete:

Commencement Date	1 day per each full calendar month in the calendar year up to a maximum of 10 days' pay
One (1) year service	10 working days pay
Two (2) years' service	3 weeks (15 working days pay)
Eight (8) years' service	4 weeks (20 working days pay)
Fifteen (15) years' service	5 weeks (25 working days pay)
Twenty-one (21) years' service	5 weeks plus one day (26 working days pay)
Twenty-two (22) years' service	5 weeks plus 2 days (27 working days pay)
Twenty-three (23) years' service	5 weeks plus three days
Twenty-four (24) years' service	5 weeks plus four days
Twenty-five (25) years' service	6 weeks (30 working days pay)

ITEM 7 - RECOGNIZED HOLIDAYS

7.01 The following shall be recognized holidays with pay and shall be paid for at straight time rates as per the Employment Standards Act:

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

- Plus one-half day each before Christmas and New Year's Day. At Management's discretion, the two half days may be combined to become a full day either before Christmas or New Years, but not both.
- Plus two (2) floating holidays
- If an employee has served in the Armed Forces and/or Reserves, requests to utilize a floater day on Remembrance Day will be approved. Employees will be required to submit proof of service to their Manager in advance of the time off request.

- Plus any holiday proclaimed by the Federal or Provincial Government.

7.02 Probationary employees shall be entitled to the above recognized holidays in accordance with the Employment Standards Act and shall only be entitled to the floating holiday noted above after successful completion of their probationary term.

7.03 In the event an employee who is not on call is required to work on any of these recognized holidays the employee shall be paid at the rate of double time for the actual time worked in addition to their normal day's pay.

7.04 Those employees on call shall receive:

- (a) Premium rate pay for call-out work performed (minimum 2 hours) during normal working hours on a recognized holiday. This is in addition to their normal day's holiday pay.

ITEM 8 - SICKNESS AND INJURY

8.01 PURPOSE

The purpose of the plan is to provide regular and probationary employees with pay continuity and job security during periods of sickness or injury.

SHORT TERM COVERAGE

8.02 Regular and Probationary employees shall be granted sick pay on the basis of 1 ½ days per month and shall be accumulative to 300 days.

- i) The Corporation's sick pay plan was created to reduce the financial hardship that bonafide illness can create insofar as inability to work and the consequent loss of normal wages are concerned. To qualify for payment for sick pay an employee must:
 - (a) Have an established credit for sick pay.
 - (b) Be suffering from a bonafide illness or injury which prevents the employee's useful employment and is not compensable under the Workplace Safety and Insurance Board.
 - (c) When requested by Management to produce a Doctor's Certificate after illness or injury. The Corporation will reimburse the employee for any Doctor's fee associated with obtaining such a Certificate upon presentation of the associated bill or receipt. Failure to produce said Certificate may result in the loss of sick leave benefit for the specific illness or injury.
 - (d) Submit to medical examination by a Doctor of Medicine of the employee's choice if requested by Management.
 - (e) Return to work as soon as possible following recovery from illness or injury.
 - (f) Do everything possible to speed their recovery.

If an employee is on sick leave for more than ten (10) days in a calendar month the employee will not receive the sick leave accumulation credit for that month.

- ii) Employees will notify their immediate supervisor of illness requiring absence prior to the beginning of a shift.
- iii) Employees who become ill and are hospitalized while on vacation shall be deemed to be on sick leave, provided they present the appropriate documentation from the hospital indicating the length of illness.

8.03 LONG TERM COVERAGE

Benefits in the long term are those provided under the Group Disability Plan and begin after a 119-calendar day elimination period.

The Long-Term Coverage will provide seventy-five (75%) percent up to a maximum of six thousand (\$6,000.00) dollars per month and payable to age 65. No employee shall make more than eighty-five percent (85%) of their gross earnings from all sources.

General Conditions of Coverage:

- a) For a period of time not to exceed twenty-four (24) months from the first day on approved Long-Term Disability, the employee shall be eligible to return to the same position classification if capable of performing the required work. If unable to perform the required work, the employee shall be considered for any current work at any time that they are qualified to perform subject to the provisions of Part A, Item 8.
- b) The Company shall continue to pay, for a period of time not to exceed twenty-four (24) months from the first day on approved Long-Term Disability, the premiums for benefits in PART A, ITEM 9 of this Agreement.
- c) After thirty-six (36) months, an employee shall cease to accrue seniority.
- d) In consideration of the benefits granted by the Company, the employees agree to make no claim against savings in E.I. premiums resulting from the Sickness and Injury Plan.

8.04 MEDICAL AND DENTAL APPOINTMENTS

Employees will make every effort to schedule medical and dental appointments outside their normal work hours. In the event it is not possible to do so, employees will make every effort to schedule such appointments at the beginning or end of their normal hours of work, and the time will be charged against the employee's sick leave.

ITEM 9 - HEALTH AND INSURANCE

HEALTH

9.01 The Company agrees to contribute for all regular employees the following:

- (a) 100% of the Company Health Tax.
- (b) 100% of the premium cost of the Long-Term Disability Plan. (Coverage until age 65.

- (c) 100% of the premium cost of the life insurance or its equivalent while employed.

The Company shall be liable for payments of these plans as detailed above only while the employee is in receipt of normal straight time pay from the Company including Workplace Safety and Insurance Board and Long-Term Disability as outlined in Item 8.03 or is on authorized Leave of Absence without pay for a period not exceeding thirty (30) days. It is understood and agreed by both parties that the Company may provide equivalent coverage through another Carrier for any of the above listed plans.

- 9.02 As a condition of employment every regular employee shall join the benefit plans stated on date of hire, either as single or family coverage. 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 same as or better than. The Company shall provide the Union with thirty (30) days written notice of their intent to change carriers.
- 9.03 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 shall provide access of the Benefits booklet to all employees.
- 9.04 For benefit items which may be eligible for coverage under the Assistive Devices Program (ADP), as well as the Company's Health Plan, employees will claim through ADP first and then claim the difference between what they actually pay and the amount reimbursed by the government agency, subject to any limits in the Company's Health Plan.
- 9.05 Temporary employees are not entitled to benefits under this Item.
- 9.06 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.

INSURANCE

- 9.07 In recognition of the sick leave plan benefits provided by the Company the employees agree to make no claim to any rebates arising from the Employment Insurance Company rebates.

ITEM 10 - RETIREE BENEFITS

- 10.01 Retirees will receive a Healthcare Spending Account of two thousand, one hundred dollars (\$2,100.00) per year up to age 65 provided such employees have at least fifteen (15) years of service and are qualified for and receiving a pension under the OMERS pension plan.
- 10.02 Employees who retired between April 1, 2019 and December 31, 2019 are eligible to opt for the Healthcare Spending Account of two thousand, one hundred dollars (\$2,100.00) per year up to age 65 provided they meet the eligibility criteria for post-retirement benefits (Whitby – 10 years of service; Veridian – 20 years of service).
- 10.03 Former Whitby employees who qualify for post-retirement benefits for life on a co-pay basis under the legacy benefit program (hired before May 23, 2013) may elect the plan

that they were originally eligible for or elect the Health Care Spending Account. This election must be made on the earlier of their date of retirement or prior to June 30, 2022.

ITEM 11 - PENSION

- 11.01 All probationary and permanent employees, effective the date of commencement of employment, shall participate in the Ontario Municipal Employee's Retirement System (OMERS) pension plan and authorize deductions from their wages in accordance with the prevailing regulations for administering the plan. The Company agrees to remit employee and Company contributions in accordance with the Plan regulations.

ITEM 12 -LEAVE OF ABSENCE

UNION BUSINESS LEAVE

- 12.01 The Company will recognize Principal Stewards and Stewards whose function will be to deal with matters arising out of this Agreement. The Company will recognize the Principal Steward or a delegated Union Steward selected by the Union to represent the Union on labour relations matters.
- a) Reasonable time during working hours will be allowed for the Principal Steward with no loss of pay to investigate concerns and grievances regarding the implementation and/or interpretation of the Collective Agreement provided that they have the authorization of the department Supervisor. In obtaining such authorization, the Principal Steward shall state their destination to the immediate Supervisor, and report to the Supervisor at the time of their return to work.
 - b) Reasonable time to attend Union training and meetings will be provided for all Union members and the Union will reimburse the Company for wages at normal rates of pay plus the normal forty (40%) percent payroll burden.
- 12.02 It is understood that as an employee of the Company there may be times that the Principal Steward and Union members may not be released from their job duties, however, releases will not be unreasonably denied.
- 12.03
- a) The Company undertakes to instruct all members of its supervisory staff to co-operate with the Union Stewards in the carrying out of the terms and requirements of the Agreement.
 - b) The Union undertakes to instruct its Officers, Union Stewards and members to co-operate with the Company and with all persons representing the Company in any supervisory capacity.
 - c) The Union will supply the Company with the names of its Officers. Similarly, the Company will supply the Union with a list of its Supervisory or other personnel with whom the Union may be required to transact business.
 - d) The Union will supply Human Resources with a list of Union related training, meetings or other initiatives at the start of each year.

12.04

- a) The Company and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either them or their representatives or members because of political affiliation, or membership in the Union or because of activity or lack of activity in the Union.
- b) New employees shall be advised of the name of their Principal Steward or delegate, with an introduction within the first five (5) working days of employment. Human Resources will allot time during orientation meetings for the Principal Steward or delegate to introduce themselves and hand out a Union New Members Kit.
- c) An employee who has a complaint with respect to discrimination in the employment relationship, as envisioned under the Human Rights Code, will have access to the internal Human Rights resolution process if they so desire. The employee, if they so desire, may have a Union representative present. The complaint, the Human Rights resolution process and the results of same shall not be subject to the grievance/arbitration process.

12.05 The Union agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Company, except as specifically permitted by this Agreement.

12.06 The parties acknowledge that in the interests of promoting good working relationships, any differences should be dealt with and settled at the earliest possible stage. Generally, the employee will seek to resolve the issue with their Supervisor.

12.07 Present members of the Union and all new employees as recognized in Article 2 – Union Recognition, who remain in the employ of the Company shall be members of the Union and remain in good standing in said Union.

12.08 The Principal Steward shall be allowed free access to and from the Company's operations in the performance of their duties. They will be provided with a work space including desk, chair, telephone, and computer at their Primary Work Location.

PERSONAL LEAVE

12.09 Employees at the discretion of the Company may be granted up to twelve (12) months leave of absence. Leave of absence of less than three (3) months will be without loss of seniority. For leaves of absence greater than three (3) months but less than twelve (12) months seniority will not accrue nor will previous seniority be lost.

The employee is hereby given the option of paying any or all of the benefits prior to going on leave of absence.

BEREAVEMENT LEAVE

12.10 For the purpose of attending a funeral or making arrangements for such an employee will be allowed up to five (5) days off with normal straight time pay when a death occurs for the following family members: Spouse (including common law partner),

children and step-children, parents and step-parents, siblings, step-siblings, of the employee or their spouse.

For the purpose of attending a funeral or making arrangements for such an employee will be allowed up to the three (3) days off with normal straight time pay when a death occurs for the following family members: Son/Daughter In-Law, Brother/Sister In-Law, grandparents, grandchildren, nieces and nephews, of the employee or their spouse.

For the purpose of attending a funeral or making arrangements for such an employee will be allowed one (1) day off with normal straight time pay when a death occurs for the following family members: aunts, uncles, of the employee or their spouse.

For the purpose of attending a funeral or making arrangements for such an employee will be allowed one (1) day leave of absence per calendar year to be used for bereavement of a friend or family member not captured in the categories above.

12.11 When Employees are on an approved vacation and a death in the Employee's family occurs, the Employee shall be deemed to be on bereavement leave. The Employee's remaining vacation entitlement will be increased by the number of vacation days which were displaced by bereavement days. Such additional vacation days must be scheduled in accordance with the provisions of Item 6: Vacation.

12.12 A Bereavement Leave day is eight (8) hours except for Employees working seven (7) hour or (10) hour shifts or (12) hour shifts in which case a Bereavement Leave day becomes seven (7) or ten (10) or (12) as the case may be.

JURY DUTY

12.13 The difference between the Employee's regular pay and the amount of compensation received for such service will be paid at normal straight time pay when an employee is called for jury duty or is subpoenaed to appear in court as a witness. Employees must provide proof of service and amount of compensation received.

PREGNANCY, PARENTAL, AND ADOPTION LEAVE

12.14 Pregnancy, parental and adoption leave shall be granted in accordance with the Employment Standards Act.

The employee's seniority and vacation credits shall continue to accumulate. The Company shall continue medical plan coverage as per ITEM 9. The employee shall notify the employer, in writing, that they do not wish to continue contributions to OMERS.

During the leave of absence, the employee shall be eligible for job postings and shall not be eligible for Sick and Accident Plan, and Workplace Safety and Insurance Board benefits.

During the seventeen (17) week Pregnancy Leave provided by the Employment Standards Act, the employee shall be entitled to a top up over and above the amount provided by Employment Insurance to bring their pay to seventy-five (75%) percent of their normal basic earnings.

ITEM 13 – GENERAL

PAY SYSTEM

13.01 The Company will maintain a bi-weekly pay system. All regular employees are obligated to participate in a direct deposit plan.

ITEM 14 - JOB POSTING

a) Regular Positions

No person shall be appointed to a vacancy in the PWU jurisdiction until all qualified PWU regular represented applicants have been selected.

Where the Company decides a vacancy exists, the posting will be posted Company-wide for a period of ten (10) working days and the Principal Steward will be given an advance copy five (5) days in advance. An employee who is on an approved leave will have an additional five (5) working days past the closing date of the vacancy to apply.

The postings shall include at a minimum the job description, duties, qualifications, and wage scale for the position.

Selection to vacancies within the bargaining unit will be based on the skill, ability, physical fitness, experience and qualification of the employee(s) concerned, but as between two or more qualified persons of approximately equal standing based upon the above factors, seniority shall govern.

Within five (5) calendar days of the date of the appointment to a vacant position, the name of the successful applicant shall be sent to the Principal Steward.

The Company agrees to recognize time served as probationary when the employee moves from a temporary assignment to a permanent position within the same job classification with no interruption.

Employees who are successful applicants to equal or higher rated non-apprenticeship positions shall be placed in a progression step that does not reduce their current wage.

- b) An employee who is selected to a position outside the bargaining unit may return to their previously held bargaining unit position, subject to the following:
 - i) The decision to return must be made in writing to the employees' supervisor within 12 weeks of starting in the non-bargaining unit position and such a decision is irrevocable; and
 - ii) The employees previously held bargaining unit position has not been posted and filled.
 - iii) The Company may return an employee to their previously held bargaining unit position during the initial 12-week period where the Company determines the employee's performance is unsatisfactory.
- c) The Company may, at its discretion, request a waiver of Posting and/or Selection from the PWU when there are medical reasons related to the employee or their immediate family, as verified by a medical professional of the Company's choice. If the waiver request is agreed to by the

Union, an employee will be appointed to the position. Such requests by the Company will not be unreasonably denied.

- d) If an identical vacancy occurs at the same location within four (4) months of the initial posting, Management may select additional applicants from the initial list of applicants.
- e) The Company will notify the Union in writing, within sixty (60) days, of any vacant position not being filled.
- f) An employee, prior to being selected to a classification that is more physically demanding than their present classification, shall undergo a physical capabilities assessment relevant to the work being performed, if required, by an organization designated and paid for by the Company.

ITEM 15 - WORKERS' SAFETY & INSURANCE BOARD

- 15.01 When Regular Employees, through employment by the Employer suffer a disability which is compensable under the Workplace Safety and Insurance Act, the Employer shall continue to pay for a period of up to twenty-four (24) months medical benefits and life insurance coverage and for this same period Employees shall continue to accrue sick leave and vacation credits.
- 15.02 In cases where an employee has been injured and returns to work, a reasonable and suitable period of light duty work may be arranged. In the event an employee is permanently transferred to a lower paid classification as a result of an on-the-job disability they shall continue to receive the hourly rate earned immediately prior to the permanent transfer until the rate of pay for the new classification exceeds this amount.
- 15.03 In the event that the employee is offered modified work consistent with medical limitations which are established after consultation with the employee's physician and which are approved by Workplace Safety & Insurance Board (WS&IB) and the employee declines such work, direct payment from the Company will be discontinued.

ITEM 16 – TRAVEL TIME/TEMPORARY WORK HEAD QUARTERS

This provision will be by work center (Ajax, Whitby, Clarington, Belleville, Brock and Gravenhurst or a temporary work site) for entitlement.

- 16.01 When an employee is directed by the Company to attend a temporary work headquarters, all travel time outside of normal scheduled hours of work will be compensated at the appropriate premium rate.
- 16.02 The Company may provide the necessary facilities and instruction to enable such employees as designated by the Company, to acquire the additional knowledge and/or skill at no loss in wages. During this training period the Company will compensate such employees for any travel and/or meal expense.
- 16.03 The Company can choose to have employee(s) use a designated corporate owned vehicle. If an employee uses a corporate owned vehicle, they will not be eligible for travel expense coverage. The Corporation will reimburse employees using their personal vehicle for approved business use at the applicable rate for the current year as specified on the Canada Revenue Agency's website.

- 16.04 Only the time spent travelling and kilometers travelled in excess of the distance from their home to and from their usual work location will be reimbursed.
- 16.05 The Company will endeavor to schedule training during normal working hours and on scheduled workdays at the employee's regular work centre.
- 16.06 If a work centre is greater than 100 km, the employee will be entitled to lodging and meal expenses.

ITEM 17 - CLOTHES AND PERSONAL PROTECTION EQUIPMENT (PPE)

CLOTHING

- 17.01 The Company will provide high visibility flame retardant clothing for those employees required to wear it on the following basis. Replacement, as required, will be dependent on Supervisors approval.
- 17.02 Approved clothing entitlements are outlined in this section of the collective agreement. A full one-time issue will be supplied to new employees when entering into a classification identified by management. It is understood that such clothing shall remain the property of the Company and shall be worn by employees while on duty.

	Trades	Student (Trades)	Supply Chain	Inside Technical	Outside Technical	Mechanical
FR Clothing (Stock Coded)						
Shirt (long sleeve, button-up)	15 total *9 min. are long sleeve	5 total *4 min. are long sleeve		2	5	
Shirt (long sleeve-crew)						
Shirt (short sleeve)						
Sweatshirt (hooded)	5 total	1 total		1	1	
Sweatshirt (crew neck)						
Sweatshirt (turtleneck)						
Un-Insulated Jacket (bomber)	1	1		1	1	
Un-insulated Overalls	2	1				
Insulated Overalls	1				1 total	
Insulated Coveralls						
Insulated Jacket (bomber)	1 total			1 total	1 total	
Insulated Jacket (parka)						
Pants - winter (tan, blue)	6 total	3 total		2 total	5 total	
Pants - summer (tan, blue)						
Insulated Vest	1					
Rain Suit	1					

Non-FR Clothing (Stock Coded)						
Shirt (long sleeve, button-up)			5 total			5 total
Shirt (long sleeve-crew)						
Shirt (short sleeve)						
Pants - casual (tan, blue)			5			5
Un-insulated Overalls			1 total			4 total
Un-insulated Coveralls						
Insulated Jacket (bomber)			1 total			1 total
Insulated Jacket (parka)						
Sweatshirt (hooded)			2 total			4 total
Un-Insulated Jacket (bomber)						

The following specialty PPE items will be provided at the discretion of the appropriate Supervisor:

Specialty Items (Non-stock Coded)
Floater Suit (2 Piece) / PFD
Helmet - Snowmobile
Helmet - ATV
Snowshoes
Snowmobile Gloves
Boots - Rubber
Boots - Snowmobile/Winter
Boots - Chainsaw

17.03 Additional clothing will be issued by replacement as required subject to the approval of the employee's immediate Supervisor based on the condition of the item. Damaged or worn out items will be returned to the Company for disposal.

SAFETY EYEWEAR

17.04 Employees that are required to wear eye protection to perform their normal duties will be provided with safety eyewear, as appropriate. (Where prescription lenses are required, as certified by a prescription, the employee is required to use the Company's prescription safety glasses program. All shall be replaced on proven need.

SAFETY FOOT WEAR

17.05 For employees who are regularly required to wear safety footwear the Company will reimburse up to two hundred and eighty dollars (\$280.00) effective January 1, 2023, three hundred dollars (\$300) effective January 1, 2024, and three hundred and twenty dollars (\$320) effective January 1, 2025 per year towards the cost of safety foot wear per the Company's standard. Employees will be required to provide appropriate proof of

purchase for reimbursement. It is a condition of employment that safety boots or shoes be worn during working hours.

- 17.06 For employees who are not regularly required to wear safety footwear the Company will agree to reimburse up to two hundred and thirty dollars (\$230.00) effective January 1, 2020 every twenty-four months (24) towards the cost of safety footwear per the Company's standard. Approval will be at the discretion of the employee's Manager. Employees will be required to provide appropriate proof of purchase for reimbursement. It is a condition of employment that safety boots or shoes be worn as required by the job.

TOOLS

- 17.07 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.
- 17.08 Appropriate safety clothing and/or appropriate equipment, shall be supplied for all Health & Safety Committee members who need to inspect in areas that require safety equipment.

ITEM 18 - UNION COMMUNICATION

The Company will provide bulletin boards in areas designated by the Union and Company for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the local Union.

ITEM 19 - AMALGAMATIONS/MERGERS/SALE OF BUSINESS

Should the Company merge, amalgamate, sell or combine any of its operations or functions with another Company or Companies, the Company agrees to give the Power Workers' Union, C.U.P.E. 1000 as much notice as practically possible prior to implementing such change.

In the event there is a merger with another Company or Companies in which the covered employees therein are represented by another Union, the representation rights and Collective Agreement and the status quo of C.U.P.E. 1000 Power Workers' Union members shall be maintained in respect of those members until a final determination is made under the Labour Relations Act of Ontario or any successor organization as to the proper representation of the combined group.

ITEM 20 - REST PERIODS

- 20.01 An employee on overtime is not expected to remain at work longer than they can perform their duties safely and efficiently. No employee may make election to remain at work more than sixteen (16) hours in a twenty-four (24) hour period. The twenty-four (24) hour period shall be defined as starting at the employee's regular start time.
- 20.02 No employee shall remain at work after accumulating sixteen (16) hours in a twenty-four (24) hour period and a period of at least eight (8) consecutive hours must elapse before the employee is recalled for further work.
- 20.03 In the event an employee remains at work continuously for sixteen (16) hours they shall be paid straight time pay for the scheduled shift hours worked in their regular working day.
- 20.04 Notwithstanding the above, all employees must have eight (8) consecutive hours rest within twenty-four (24) hour period. If the minimum eight (8) hour rest time extends into the employee's normal scheduled hours of work, the amount of rest time extending into the employees normal scheduled hours of work will be paid at straight time.
- 20.05 If an employee works overtime within eight (8) hours preceding their next scheduled shift and:
- a) Has worked a minimum of three (3) hours and up to five and a half (5.5) hours they will be entitled to a four (4) hour rest period at the beginning of their next scheduled shift.
 - b) Has worked five and a half (5.5) hours or more the employee will be entitled to an eight (8) hour rest period at the beginning of their next scheduled shift.
 - c) Has worked overtime that disrupts the mandatory 8 hours off in 20.04, the 8 hours will begin when the employee is released from the call and/or has returned to their residence.
 - d) There will be no loss of wages for any or all portions of the rest period that fall into their next scheduled shift.
- 20.06 The employee will be paid at their regular rate of pay for the entitled rest period that occurs during the employee's normal working hours.
- 20.07 Should the employee be required to continue working during normal scheduled hours, the employee shall be paid at two (2) times normal basic rate until the rest period is granted.

ITEM 21 - CERTIFICATION/TRAINING

- 21.01 The Company in recognizing the need for updating employee qualifications will provide the opportunity for employees to attend training courses. An employee on a training course shall be paid on the basis of their normal day's pay while at the course.
- 21.02 The Company will assist tradespeople who have successfully completed an Electrical Distribution Association (EDA) Training Program and the progression sequence outlined in Side Letter #8 or who have valid qualifications from other out-of-province jurisdictions in obtaining an Ontario Certificate of Qualifications for their trade by paying the provincial examination fee and allowing time off work without loss of normal straight-time wages to write the examination.
- 21.03 The Company will register applicable trades apprentices with the Ministry of Colleges and Universities Apprenticeship Branch.
- 21.04 Only qualified tradespeople or apprentice tradespeople will perform work for which they are qualified.
- 21.05 As a condition of employment the Company requires that all persons that may be called upon to drive Company vehicles from time to time must be acceptable under the existing Company Vehicle Insurance Policy.

ITEM 22- LICENSES AND PROFESSIONAL FEES

- 22.01 Employees who are required by the Company to renew or upgrade memberships or licenses will have the cost of such renewals or upgrades reimbursed by the Company including:
- (a) O.A.C.E.T.T.
 - (b) Purchasing Management Association
 - (c) Chartered Professional Accountant
 - (d) AZ/DZ Drivers license
 - (e) Vehicle Mechanics license(s)
 - (f) Trades Certificates
 - (g) Any other certificate required by the Company
 - (h) Skilled Trades Ontario
- 22.02 For a current employee who is not changing job functions the Company will pay for medical and testing fees in obtaining, renewing, or upgrading AZ/DZ. In addition, the Company will provide test time during normal working hours and a suitable vehicle for the test.

ITEM 23 - EMPLOYEE EXPENSES

23.01 The Company agrees to pay all reasonable expenses incurred by employees related to travel, meals (up to twenty (\$20.00) dollars for breakfast, twenty-five (\$25.00) dollars for lunch and thirty (\$30.00) dollars for dinner). The Company will make every best effort to reimburse employees within 10 business days.

ITEM 24 - TRANSPORTATION AND MOVING EXPENSES

Moving expenses are only chargeable to the Company when a regular employee's move is initiated by the Company (work centre redeployment or declared surplus) and the expenses pertain to the employee's principal residence. In order to claim moving expenses, the employee must have attained regular status and be a householder who maintains a complete dwelling. All expenses must be supported by receipts and are subject to approval by the Company.

Where such change is for a duration of more than one (1) year and the Employee is required to drive more than one hundred (100) additional kilometers to their work location, the Employer will provide relocation assistance for those moving to within sixty (60) kilometers of the new Primary Work Location as follows:

Reimbursement of the following eligible third-party costs to aggregate cap of twenty thousand dollars (\$20,000):

- Realtor fees
- Moving expenses
- Legal costs

Receipts from approved vendor(s) must accompany all moving costs covered under this section within six (6) months following the actual move to the new location.

ITEM 25 – WAGE RATES AND CLASSIFICATIONS

25.01 The wage rates and classifications below shall not be construed that all classifications listed must be filled.

25.02 As determined by the respective Supervisor or Manager, progression from one level to the next in any given classification is dependent upon adequate progress being made in the employee's on-the-job performance, during the specified period as set out for each classification as well as successful completion of any training courses which may be a prerequisite for that level.

25.03 Subject to 25.02, progression from step to step through the wage schedule for each classification is outlined in the Wage Schedules below: This clause does not amend the probationary language in Part A - Item 1.02.

July 1, 2022 Election Wage Schedule						
Flexicon Job Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	Progression
Accounting Analyst	\$ 33.49	\$ 34.68	\$ 40.66	\$ 44.25	\$ 47.84	Start, 12, 24, 36, 48
Accounting Associate	\$ 26.01	\$ 26.94	\$ 31.59	\$ 34.37	\$ 37.16	Start, 6, 12, 18, 24
Asset Management Administrator	\$ 24.1	\$ 25.1	\$ 31.11	\$ 32.77	\$ 35.42	Start, 6, 12, 18, 24
Asset Management & Planning Technician	\$ 33.49	\$ 34.68	\$ 40.66	\$ 44.25	\$ 47.84	Start, 12, 24, 36, 48
Cashier & Banking Associate	\$ 25.07	\$ 25.96	\$ 30.44	\$ 33.12	\$ 35.81	Start, 6, 12, 18, 24
Connections Coordinator	\$ 29.64	\$ 30.70	\$ 36.1	\$ 39.17	\$ 42.35	Start, 12, 24, 36, 48
Crew Foreperson Lines					\$ 55.01	n/a
Customer Experience Associate	\$ 22.07	\$ 22.86	\$ 26.80	\$ 29.17	\$ 31.53	Start, 6, 12, 18, 24
Customer Experience Representative	\$ 26.01	\$ 26.94	\$ 31.58	\$ 34.37	\$ 37.16	Start, 6, 12, 18, 24
Engineering Technician - Connections	\$ 33.49	\$ 34.68	\$ 40.66	\$ 44.25	\$ 47.84	Start, 12, 24, 36, 48
Engineering Technician - Project Design	\$ 33.49	\$ 34.68	\$ 40.66	\$ 44.25	\$ 47.84	Start, 12, 24, 36, 48
Engineering Technician - Standards	\$ 33.49	\$ 34.68	\$ 40.66	\$ 44.25	\$ 47.84	Start, 12, 24, 36, 48
Facilities Coordinator	\$ 33.49	\$ 34.68	\$ 40.66	\$ 44.25	\$ 47.84	Start, 12, 24, 36, 48
GIS Technician	\$ 33.49	\$ 34.68	\$ 40.66	\$ 44.25	\$ 47.84	Start, 12, 24, 36, 48
Inspector	\$ 28.70	\$ 33.49	\$ 38.27	\$ 43.05	\$ 47.84	Y1, Y2, Y3, Y4, Full
Inventory Scheduler	\$ 29.64	\$ 30.70	\$ 36.1	\$ 39.17	\$ 42.35	Start, 12, 24, 36, 48
Lead Asset Management & Planning Technician					\$ 52.63	n/a
Lead Mechanic					\$ 51.15	n/a
Lead Meter Technician					\$ 51.15	n/a
Lead Station Technician					\$ 54.69	n/a
Locator	\$ 29.64	\$ 30.70	\$ 36.1	\$ 39.17	\$ 42.35	Start, 12, 24, 36, 48
Mechanic	\$ 28.70	\$ 33.49	\$ 38.27	\$ 43.05	\$ 47.84	Y1, Y2, Y3, Y4, Full
Metering Clerk	\$ 25.35	\$ 26.26	\$ 30.79	\$ 33.50	\$ 36.22	Start, 6, 12, 18, 24
Meter Serviceperson	\$ 26.01	\$ 26.94	\$ 31.59	\$ 34.37	\$ 37.16	Start, 12, 24, 36, 48
Metering Technician	\$ 28.70	\$ 33.49	\$ 38.27	\$ 43.05	\$ 47.84	Y1, Y2, Y3, Y4, Full
Network Support Associate	\$ 26.93	\$ 27.89	\$ 32.70	\$ 35.58	\$ 38.47	Start, 12, 24, 36, 48
Operations Assistant	\$ 24.80	\$ 25.68	\$ 30.11	\$ 32.77	\$ 35.42	Start, 6, 12, 18, 24
Operations Associate	\$ 29.64	\$ 30.70	\$ 36.1	\$ 39.17	\$ 42.35	Start, 6, 12, 18, 24
Protection & Control Technician	\$ 30.69	\$ 35.80	\$ 40.92	\$ 46.03	\$ 51.15	Y1, Y2, Y3, Y4, Full
Powerline Technician	\$ 28.70	\$ 33.49	\$ 38.27	\$ 43.05	\$ 47.84	Y1, Y2, Y3, Y4, Full
Purchasing Associate	\$ 25.22	\$ 26.12	\$ 30.63	\$ 33.33	\$ 36.03	Start, 12, 24, 36, 48
Receptionist	\$ 22.07	\$ 22.86	\$ 26.80	\$ 29.17	\$ 31.53	Start, 6, 12, 18, 24
Regulatory Accounting Clerk	\$ 25.07	\$ 25.96	\$ 30.44	\$ 33.12	\$ 35.81	Start, 6, 12, 18, 24
SCADA & Communications Coordinator	\$ 38.28	\$ 39.65	\$ 46.48	\$ 50.58	\$ 54.69	Start, 12, 24, 36, 48
Senior Accounting Analyst					\$ 51.15	n/a
Senior Billing Clerk					\$ 43.29	n/a
Settlement Data Clerk	\$ 24.80	\$ 25.68	\$ 30.11	\$ 32.77	\$ 35.42	Start, 6, 12, 18, 24
Sr. System Operator					\$ 55.18	n/a
Stations Technician	\$ 30.69	\$ 35.80	\$ 40.92	\$ 46.03	\$ 51.15	Y1, Y2, Y3, Y4, Full
Stores Assistant	\$ 22.07	\$ 22.86	\$ 26.80	\$ 29.17	\$ 31.53	Start, 6, 12, 18, 24
Storeskeeper			\$ 29.72	\$ 33.44	\$ 37.16	Start, 12, 36
Students					\$ 20.82	n/a
Sub-Foreperson Lines					\$ 52.63	n/a
Systems Analyst	\$ 35.80	\$ 37.08	\$ 43.48	\$ 47.31	\$ 51.15	Start, 12, 24, 36, 48
System Operator	\$ 30.69	\$ 35.80	\$ 40.92	\$ 46.03	\$ 51.15	Y1, Y2, Y3, Y4, Full

July 1, 2023 Elexicon Wage Schedule

Hexicon Job Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	Progression
Accounting Analyst	\$ 34.49	\$ 35.72	\$ 41.88	\$ 45.58	\$ 49.27	Start, 6, 12, 24, 36, 48
Accounting Associate	\$ 26.79	\$ 27.75	\$ 32.53	\$ 35.40	\$ 38.27	Start, 6, 12, 18, 24
Asset Management Administrator	\$ 25.54	\$ 26.45	\$ 31.01	\$ 33.75	\$ 36.49	Start, 6, 12, 18, 24
Asset Management & Planning Technician	\$ 34.49	\$ 35.72	\$ 41.88	\$ 45.58	\$ 49.27	Start, 12, 24, 36, 48
Cashier & Banking Associate	\$ 25.82	\$ 26.74	\$ 31.35	\$ 34.12	\$ 36.88	Start, 6, 12, 18, 24
Corrections Coordinator	\$ 30.53	\$ 31.62	\$ 37.08	\$ 40.35	\$ 43.62	Start, 12, 24, 36, 48
Crew Foreperson Lines					\$ 56.67	n/a
Customer Experience Associate	\$ 22.74	\$ 23.55	\$ 27.61	\$ 30.04	\$ 32.48	Start, 6, 12, 18, 24
Customer Experience Representative	\$ 26.79	\$ 27.75	\$ 32.53	\$ 35.40	\$ 38.27	Start, 6, 12, 18, 24
Engineering Technician - Connections	\$ 34.49	\$ 35.72	\$ 41.88	\$ 45.58	\$ 49.27	Start, 12, 24, 36, 48
Engineering Technician - Project Design	\$ 34.49	\$ 35.72	\$ 41.88	\$ 45.58	\$ 49.27	Start, 12, 24, 36, 48
Engineering Technician - Standard	\$ 34.49	\$ 35.72	\$ 41.88	\$ 45.58	\$ 49.27	Start, 12, 24, 36, 48
Facilities Coordinator	\$ 34.49	\$ 35.72	\$ 41.88	\$ 45.58	\$ 49.27	Start, 12, 24, 36, 48
GIS Technician	\$ 34.49	\$ 35.72	\$ 41.88	\$ 45.58	\$ 49.27	Start, 12, 24, 36, 48
Inspector	\$ 29.56	\$ 34.49	\$ 39.42	\$ 44.35	\$ 49.27	Y1, Y2, Y3, Y4, Full
Inventory Scheduler	\$ 30.53	\$ 31.62	\$ 37.08	\$ 40.35	\$ 43.62	Start, 12, 24, 36, 48
Lead Asset Management & Planning Technician					\$ 54.21	n/a
Lead Mechanic					\$ 52.68	n/a
Lead Meter Technician					\$ 52.68	n/a
Lead Station Technician					\$ 56.33	n/a
Locator	\$ 30.53	\$ 31.62	\$ 37.08	\$ 40.35	\$ 43.62	Start, 12, 24, 36, 48
Mechanic	\$ 29.56	\$ 34.49	\$ 39.42	\$ 44.35	\$ 49.27	Y1, Y2, Y3, Y4, Full
Metering Clerk	\$ 26.11	\$ 27.05	\$ 31.71	\$ 34.51	\$ 37.31	Start, 6, 12, 18, 24
Meter Serviceperson	\$ 26.79	\$ 27.75	\$ 32.53	\$ 35.40	\$ 38.27	Start, 12, 24, 36, 48
Metering Technician	\$ 29.56	\$ 34.49	\$ 39.42	\$ 44.35	\$ 49.27	Y1, Y2, Y3, Y4, Full
Network Support Associate	\$ 27.74	\$ 28.73	\$ 33.68	\$ 36.65	\$ 39.62	Start, 12, 24, 36, 48
Operations Assistant	\$ 25.54	\$ 26.45	\$ 31.01	\$ 33.75	\$ 36.49	Start, 6, 12, 18, 24
Operations Associate	\$ 30.53	\$ 31.62	\$ 37.08	\$ 40.35	\$ 43.62	Start, 6, 12, 18, 24
Protection & Control Technician	\$ 31.61	\$ 36.88	\$ 42.15	\$ 47.41	\$ 52.68	Y1, Y2, Y3, Y4, Full
Powerline Technician	\$ 29.56	\$ 34.49	\$ 39.42	\$ 44.35	\$ 49.27	Y1, Y2, Y3, Y4, Full
Purchasing Associate	\$ 25.98	\$ 26.91	\$ 31.55	\$ 34.33	\$ 37.12	Start, 12, 24, 36, 48
Receptionist	\$ 22.74	\$ 23.55	\$ 27.61	\$ 30.04	\$ 32.48	Start, 6, 12, 18, 24
Regulatory Accounting Clerk	\$ 25.82	\$ 26.74	\$ 31.35	\$ 34.12	\$ 36.88	Start, 6, 12, 18, 24
SCADA & Communications Coordinator	\$ 39.43	\$ 40.84	\$ 47.88	\$ 52.10	\$ 56.33	Start, 12, 24, 36, 48
Senior Accounting Analyst					\$ 52.68	n/a
Senior Billing Clerk					\$ 44.59	n/a
Settlement Data Clerk	\$ 25.54	\$ 26.45	\$ 31.01	\$ 33.75	\$ 36.49	Start, 6, 12, 18, 24
Sr. Systems Operator					\$ 56.83	n/a
Stations Technician	\$ 31.61	\$ 36.88	\$ 42.15	\$ 47.41	\$ 52.68	Y1, Y2, Y3, Y4, Full
Stores Assistant	\$ 22.74	\$ 23.55	\$ 27.61	\$ 30.04	\$ 32.48	Start, 6, 12, 18, 24
Storeskeeper			\$ 30.62	\$ 34.44	\$ 38.27	Start, 12, 36
Students					\$ 21.44	n/a
Sub-Foreperson Lines					\$ 54.21	n/a
Systems Analyst	\$ 36.88	\$ 38.19	\$ 44.78	\$ 48.73	\$ 52.68	Start, 12, 24, 36, 48
System Operator	\$ 31.61	\$ 36.88	\$ 42.15	\$ 47.41	\$ 52.68	Y1, Y2, Y3, Y4, Full

July 1, 2024 Elexicon Wage Schedule

Elexicon Job Classification	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	Progression
Accounting Analyst	\$ 35.28	\$ 36.54	\$ 42.85	\$ 46.63	\$ 41	Start, 6, 12, 24, 36, 48
Accounting Associate	\$ 27.41	\$ 28.39	\$ 33.28	\$ 36.22	\$ 39.15	Start, 6, 12, 18, 24
Asset Management Administrator	\$ 26.13	\$ 27.06	\$ 31.73	\$ 34.53	\$ 37.33	Start, 6, 12, 18, 24
Asset Management & Planning Technician	\$ 35.28	\$ 36.54	\$ 42.85	\$ 46.63	\$ 50.41	Start, 12, 24, 36, 48
Cashier & Banking Associate	\$ 26.41	\$ 27.35	\$ 32.07	\$ 34.90	\$ 37.73	Start, 6, 12, 18, 24
Connections Coordinator	\$ 31.24	\$ 32.35	\$ 37.93	\$ 41.28	\$ 44.62	Start, 12, 24, 36, 48
Crew Foreperson Lines					\$ 57.97	r/a
Customer Experience Associate	\$ 23.26	\$ 24.09	\$ 28.24	\$ 30.74	\$ 33.23	Start, 6, 12, 18, 24
Customer Experience Representative	\$ 27.40	\$ 28.38	\$ 33.28	\$ 36.21	\$ 39.15	Start, 6, 12, 18, 24
Engineering Technician - Connections	\$ 35.28	\$ 36.54	\$ 42.85	\$ 46.63	\$ 41	Start, 12, 24, 36, 48
Engineering Technician - Project Design	\$ 35.28	\$ 36.54	\$ 42.85	\$ 46.63	\$ 1.41	Start, 12, 24, 36, 48
Engineering Technician - Standard	\$ 35.28	\$ 36.54	\$ 42.85	\$ 46.63	\$ 50.41	Start, 12, 24, 36, 48
Facilities Coordinator	\$ 35.28	\$ 36.54	\$ 42.85	\$ 46.63	\$ 41	Start, 12, 24, 36, 48
GIS Technician	\$ 35.28	\$ 36.54	\$ 42.85	\$ 46.63	\$ 50.41	Start, 12, 24, 36, 48
Inspector	\$ 30.24	\$ 35.28	\$ 40.33	\$ 45.37	\$ 41	Y1, Y2, Y3, Y4, Full
Inventory Scheduler	\$ 31.24	\$ 32.35	\$ 37.93	\$ 41.28	\$ 44.62	Start, 12, 24, 36, 48
Lead Asset Management & Planning Technician					\$ 55.45	r/a
Lead Mechanic					\$ 53.89	r/a
Lead Meter Technician					\$ 53.89	r/a
Lead Station Technician					\$ 57.62	r/a
Locator	\$ 31.24	\$ 32.35	\$ 37.93	\$ 41.28	\$ 44.62	Start, 12, 24, 36, 48
Mechanic	\$ 30.24	\$ 35.28	\$ 40.33	\$ 45.37	\$ 50.41	Y1, Y2, Y3, Y4, Full
Metering Clerk	\$ 26.72	\$ 27.67	\$ 32.44	\$ 35.30	\$ 38.16	Start, 6, 12, 18, 24
Meter Serviceperson	\$ 27.41	\$ 28.39	\$ 33.28	\$ 36.22	\$ 39.15	Start, 12, 24, 36, 48
Metering Technician	\$ 30.24	\$ 35.28	\$ 40.33	\$ 45.37	\$ 41	Y1, Y2, Y3, Y4, Full
Network Support Associate	\$ 28.37	\$ 29.39	\$ 34.46	\$ 37.50	\$ 40.54	Start, 12, 24, 36, 48
Operations Assistant	\$ 26.13	\$ 27.06	\$ 31.73	\$ 34.53	\$ 37.33	Start, 6, 12, 18, 24
Operations Associate	\$ 31.24	\$ 32.35	\$ 37.93	\$ 41.28	\$ 44.62	Start, 6, 12, 18, 24
Protection & Control Technician	\$ 32.34	\$ 37.73	\$ 43.11	\$ 48.50	\$ 53.89	Y1, Y2, Y3, Y4, Full
Powerline Technician	\$ 30.24	\$ 35.28	\$ 40.33	\$ 45.37	\$ 50.41	Y1, Y2, Y3, Y4, Full
Purchasing Associate	\$ 26.58	\$ 27.53	\$ 32.27	\$ 35.12	\$ 37.97	Start, 12, 24, 36, 48
Receptionist	\$ 23.26	\$ 24.1	\$ 28.24	\$ 30.74	\$ 33.23	Start, 6, 12, 18, 24
Regulatory Accounting Clerk	\$ 26.41	\$ 27.35	\$ 32.07	\$ 34	\$ 37.73	Start, 6, 12, 18, 24
SCADA & Communications Coordinator	\$ 40.34	\$ 41.78	\$ 48.98	\$ 53.30	\$ 57.62	Start, 12, 24, 36, 48
Senior Accounting Analyst					\$ 53.89	r/a
Senior Billing Clerk					\$ 45.62	r/a
Settlement Data Clerk	\$ 26.13	\$ 27.06	\$ 31.73	\$ 34.53	\$ 37.33	Start, 6, 12, 18, 24
Sr. System Operator					\$ 58.14	r/a
Stations Technician	\$ 32.34	\$ 37.73	\$ 43.11	\$ 48.50	\$ 53.89	Y1, Y2, Y3, Y4, Full
Stores Assistant	\$ 23.26	\$ 24.1	\$ 28.24	\$ 30.74	\$ 33.23	Start, 6, 12, 18, 24
Storeskeeper			\$ 31.32	\$ 35.23	\$ 39.15	Start, 12, 36
Students					\$ 21.94	r/a
Sub-Foreperson Lines					\$ 55.45	r/a
Systems Analyst	\$ 37.73	\$ 39.07	\$ 45.81	\$ 49.85	\$ 53.89	Start, 12, 24, 36, 48
System Operator	\$ 32.34	\$ 37.73	\$ 43.11	\$ 48.50	\$ 53.89	Y1, Y2, Y3, Y4, Full

ITEM 26 - MEAL ALLOWANCE

- 26.01 An employee is entitled to a half-hour meal break after working continuously for two (2) hours beyond the end of their normal shift and every four (4) hours thereafter. In the case of call-outs they are entitled to a meal break after four (4) hours of continuous work and every four (4) hours thereafter. Furthermore, employees are entitled to a meal break and breakfast allowance of twenty (\$20.00) dollars when the employee is called out to work and the work is contiguous with the commencement of their regularly-scheduled shift.
- 26.02 Should an employee with the concurrence of their supervisor choose to forego a meal break(s) (other than a meal break which is contiguous with the beginning of their normal shift) they will be entitled to claim twenty (\$20.00) dollars in lieu and will further be credited with an additional 0.25 hours pay at double time each meal break missed. No more than a total of four meal breaks may be skipped in any continuous period of work.

PART B - TRADES

ITEM 1 - HOURS OF WORK

- a) The normal work week of all outside employees shall be forty (40) hours per week, Monday to Friday, consisting of five (5) days of eight (8) hours.
- b) The core hours of work for employees shall be between 07:00 hours and 17:00 hours. A thirty (30) minute paid meal break shall be between 11:30 hours and 14:00 hours, unless otherwise mutually agreed and will be taken at the worksite. A change to the hours of work within core hours may be made with 5 days' notice following discussion with the union. Hours worked outside of core hours shall be by mutual agreement.
- c) All employees are entitled to two (2) fifteen (15) minute paid breaks, one in the morning and one in the afternoon. Where the employee voluntarily forfeits the break, they will not be entitled to the overtime provisions of the collective agreement.
- d) With a minimum of 20 working days' notice and a discussion with the union, the Company may establish or terminate a schedule of four (4) continuous days of ten (10) hours per day, Monday to Friday, starting at 07:00 hours to 17:00 hours, with a 30-minute paid meal break to be taken at the worksite. The ten (10) hour schedule will be filled from amongst employees in the classification within the work centre, subject to required skills and qualifications.

ITEM 2 - STAND-BY

- 2.01 For the purposes of Stand-by the Company maintains six (6) Service Districts known as the Ajax, Whitby, Clarington, Belleville, Brock and Gravenhurst Districts. These Service Districts may be changed as the Company's business changes and grows. Work Centres are located within the Service Districts in locations as may be determined by the Company from time to time. In the event that the Company determines that one of the current Work Centres may move/close or relocate any of its workgroups, the Union and the Company will meet to discuss the affects of this change to ensure a smooth transition.
- 2.02 Employees working in a designated Service District will be given overtime call-out preference over Employees residing outside the designated Service District. After exhausting call outs in a Service District, the closest Service District to the area will then be contacted. As an exception, Stations staff will be called-out on a Company-wide bases.
- 2.03 In the event of emergency work in one of the Service District, unionized employees from the other Service Districts will be considered eligible to respond to such emergency to supplement the response efforts along with employees from other entities. Stand-by employees in other Service Districts will remain in their current Service District unless additional resources from other Service Districts have been exhausted.
- 2.04 Qualified Employees shall be required to perform stand-by duty on a rotating weekly basis in one assigned Service District. The Company will post a twelve (12) month stand-by schedule sixty (60) days prior to the commencement of the schedule. Employees who are performing stand-by duty are required to hold themselves readily available outside normal hours of work for. (Lines/Stations)

- 2.05 When on stand-by, the employee must remain in contact with System Control Centre/Supervisor and when they receive a call, will have sixty (60) minutes to respond and arrive at the work centre/worksite. It is the Company's responsibility to ensure that the employee is supplied with a cellphone. It is understood that under normal working circumstances, the employee must contact System Control Centre/Supervisor within ten (10) minutes of receiving a call.
- 2.06 When two (2) qualified Powerline Technician Journeypersons are called out to work overtime, the Powerline Technician with seniority or who is doing the applicable lead hand work will be paid at the relieving lead hand rate.
- 2.07 Payment for call out work shall be based on the actual time the Employee receives the trouble call to the time the Employee returns to their residence after completion of the call out work. (Portal to Portal)
- 2.08 Payment for stand-by shall be based on the daily amounts noted below. Where an employee is on stand-by on a recognized holiday, an additional ninety (\$90.00) dollars shall be paid for each recognized holiday that the employee is on stand-by.

	Effective Date of ratification
Monday-Friday	46.00
Saturday and Sunday	63.50

- 2.09 Employees designated for stand-by and who are unable to perform such duties because of illness or other extenuating circumstances shall notify the Company immediately.
- 2.10 Should one call-out follow within one and one-half (1 ½) hours of the completion of a previous call-out, only one minimum payment will apply and time will be considered continuous from the beginning of the first call-out and paid at the appropriate overtime rate. Should a second call-out occur within the minimum call-out period, only one minimum payment will apply.

ITEM 3 – OVERTIME

- 3.01 All scheduled overtime cancelled within twenty-four (24) hours of its scheduled commencement shall result in a cancellation payment of two (2) hours at premium time rate.

ITEM 4 - MINIMUM CALL-OUT

- 4.01 When Employees are called in for emergency overtime work outside of the normal working hours, Employees shall receive a minimum payment of four (4) hours at their regular base rate, or the actual time worked at the appropriate overtime rate, whichever is the greater.
- 4.02 There shall be no minimum payment applicable to call-outs or overtime worked as an extension of Employees' normal daily working hours, or within one (1) hour of normal starting time.

ITEM 5 - TEMPORARY RELIEF

- 5.01 The assignment of relief is a Company right and increased duties must be assigned, not assumed.
- 5.02 When an employee is assigned to a higher paid classification, the employee will receive the higher rate of pay for the full period of the relief. For Sub-Foreperson/Crew Foreperson relief, the Sub-Foreperson rate will apply.
- 5.03 When a Union employee is designated by the Company to relieve in a Supervisory position outside the bargaining unit, they shall be paid at a rate of ten percent (10%) their regular rate.
- 5.04 Temporary relief is defined as a term up to twelve (12) months in duration except for maternity/parental leave and LTD relief, unless mutual agreement to extend between the parties. The twelve (12) month term will begin on the first day of the assignment and will end twelve (12) months immediately after, regardless of interruption. The Company shall notify the Union in writing if the relief is to extend past twelve (12) months.
- 5.05 A letter will be given to the employee who is assigned to a relief position for longer than ten (10) days the employee will receive the relief rate of pay on all hours, including (but not limited to) recognized holidays (when relieving the day before or after), sick time, vacation, and any other approved leave.
- 5.06 The Company will provide the employee an estimated duration of the relief assignment.

ITEM 6 - CREW FOREPERSON/SUB-FOREPERSON/LEAD HAND – LINES ONLY

CREW FOREPERSON

- 6.01 Crew Foreperson - supervises an assigned crew on specific jobs with their supervisor who will carry out the higher responsibilities of the job. The Crew Foreperson performs physical work activities. This classification is paid at a rate which is one hundred and fifteen percent (115%) above the journeyman rate.

SUB-FOREPERSON

- 6.02 Sub-Foreperson - supervises staff on a continuing basis to carry out a given work program. The Sub Foreperson performs physical work activities. This classification is paid at a rate which is one hundred and ten percent (110%) above the journeyman rate.

LEAD HAND – TROUBLE TRUCK/STAND BY

6.03 Lead Hand – Rate of 5% above the Powerline Technician rate will apply when a Powerline Technician performs the complete supervisory responsibilities over a trade staff. This rate applies when a Powerline Technician is:

- a. Assigned duties on the Trouble Truck and where there is no Sub Foreperson – Lines
- b. On Stand-by and called out to work Overtime, in accordance with Part B, Item 2.06

If a Powerline Technician of a higher rate of pay is called out afterwards, the Powerline Technician appointed Lead Hand will continue to receive their relief rate as per Part B, Item 2.06.

PART C – SYSTEM OPERATORS

ITEM 1 - HOURS OF WORK

- a) Hours of work for System Operators are consecutive with lunch consumed on Company time. Meals and breaks will be taken as time permits during the shift.
- b) Normal hours of work for System Operators shall consist of either eight (8) and/or twelve (12) hour shifts and will average forty (40) hours per week based on the following shifts:
 - 07:00 – 19:00
 - 19:00 – 07:00
 - 07:00 – 15:00
- c) Banked time, Sick leave, floater, and Vacation time shall be calculated in hours. An employee who takes time off while working an eight/twelve (8/12) hour shift shall have (8/12) hours deducted respectively from their credits. Bereavement shall be taken as “a-day-for-a-day”.

ITEM 2 - SHIFT SCHEDULE

- a) The Company and System Operators shall formulate all new master schedule rotations based on coverage and parameters determined by the Company. The Company will provide all relevant information in regards to staffing requirements, training requirements, etc. by September 1st of the current year. The schedule will cover the entire calendar year. If more than one schedule is formulated that meets the parameters of the Company, then the System Operators will have the opportunity to vote on their preference. The master schedule will be posted no later than November 1st each year. If the System Operators do not agree to the Master Schedule due to requirements above the Company will have the right to implement the Master Schedule of its choice.
- b) If a new qualified System Operator is inserted into the schedule an eight (8) week notice shall be given.
- c) Changes to a System Operator’s schedule may be implemented with six (6) weeks written notice to the affected System Operator(s).
- d) Should the employee work less or more hours than scheduled in that pay period, the employee will arrange with the supervisor to work that time back, or will be paid overtime for the hours worked in excess of their scheduled hours. No employee will be required to work a night shift the evening just prior to the start of training or on the last day of training.
- e) The parties recognize the importance of maintaining an employee’s scheduled days off and as such, all reasonable efforts will be made to avoid any disruptions of this time off.

ITEM 3 - STATUTORY HOLIDAY

- a) For pay purposes, the System Operators shall observe statutory holidays on the calendar date which it falls.
- b) On January 1 of every year, System Operators will receive a stat bank for all recognized holidays for all hours based on a 12-hour shift of statutory holiday credit which will be built into the master schedule and balanced out by December 31.

ITEM 4 - PREMIUMS

- a) Shift Turnover- 1%
- b) Shift Premiums:
 - Days- 5% all shifts 07:00 to 19:00
 - Nights- 10% all shifts 19:00 to 07:00
- c) Shift Premiums for scheduled overtime purposes shall be paid as above in (a) & (b) on the employee's regular base rate.

ITEM 5 - APPRENTICE SYSTEM OPERATORS

- a) The hours of work for Apprentice System Operators will be determined by the Company during the probationary period and their schedule to be posted one (1) month in advance. With 5 days' notice, the schedule may be changed.
- b) After their probationary period the Apprentice System Operators will be placed on the master schedule.
- c) Apprentice System Operators shall not be assigned the responsibility of a shift until they have completed at least 6000 Hrs or have been deemed competent by the Company.

PART D – TECHNICAL / CLERICAL / CUSTOMER EXPERIENCE

ITEM 1 - HOURS OF WORK

ALTERNATE HOURS OF WORK

Alternate Hours of work other than those noted below may be developed and implemented provided the following principles are adhered to:

- a) Such schedules will be established by mutual agreement by the Labour Management Committee.
- b) Affected employees have given their consent to such an arrangement.
- c) Operational effectiveness will be maintained.
- d) Either party may cancel such arrangements with thirty (30) days' notice.
- e) Seniority will be the deciding factor with regard to schedule preference.

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

HOURS OF WORK

a) 35 hours

- i) The normal work week shall be thirty-five (35) hours of work per week consisting of five (5) days of seven (7) hours, not before 07:30 hours and not later than 17:00 hours, Monday to Friday inclusive, with a one (1) hour or one half hour (30-minute) unpaid lunch subject to approval by management.
- ii) Customer Experience hours of work in the Call Centre shall be 8:30 hours to 16:30 hours with a one-hour unpaid lunch between 11:30 and 14:30. Any time worked during the appropriate lunch period will be paid at the appropriate rates.

The Supervisor will be responsible for designating the number of time slots available per lunch period and the list of employees who fill those slots.

b) 40 hours

- i) The normal work week shall be forty (40) hours per week, consisting of five (5) days of eight (8) hours, not before 07:00 hours and not later than 17:00 hours, Monday to Friday inclusive, with one-half (1/2) hour for an unpaid lunch.
- c) All employees are entitled to two (2) fifteen (15) minute paid breaks – one in the morning and one in the afternoon. Where the employee voluntarily forfeits the break, they will not be entitled to the overtime provisions of the collective agreement.

ITEM 2 - TEMPORARY RELIEF

- 2.01 The assignment of relief is a Management right and increased duties must be assigned not assumed.
- 2.02 When an employee is assigned to a higher position, they shall receive the rate of the position in which they are relieving for the full period of the relief. Overtime at the relief rate will only be paid when the overtime performed is in the relief role.
- 2.03 When a Union employee is designated by the Company to relieve in a Supervisory position outside the bargaining unit, they shall be paid at a rate of ten percent (10%) above their regular rate.
- 2.04 Temporary relief is defined as a term up to twelve (12) months in duration except for maternity/parental leave and LTD relief, unless mutual agreement to extend between the parties. The twelve (12) month term will begin on the first day of the assignment and will end twelve (12) months immediately after, regardless of interruption. The Company shall notify the Union in writing if the relief is to extend past twelve (12) months.
- 2.05 If an employee is assigned to a relief position for longer than ten (10) days the employee will receive the relief rate of pay on all hours, including (but not limited to) recognized holidays (when relieving the day before or after), sick time, vacation, and any other approved leave.
- 2.06 A letter will be given to the employee who is assigned to a relief position for longer than ten (10) days.
- 2.07 The Company will provide the employee an estimated duration of the relief assignment.

INDEX – SIDE LETTERS

Letters of Understanding/Side Letters

#	TITLE
2	Article 2 – Union Recognition Clause
6	Facility Closure
7	Hours of Work Permit
9	Former Whitby Retiree Benefits Co-Pay Amounts
12	Pay Equity
14	Leave While Serving in the Armed Forces
15	Vacation Attraction Benefit

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