

# **2021 - 2024 Collective Agreement**

herein after called the "Agreement"

between

**Atlantic Power Services Canada LP**

(hereinafter called the "Company")

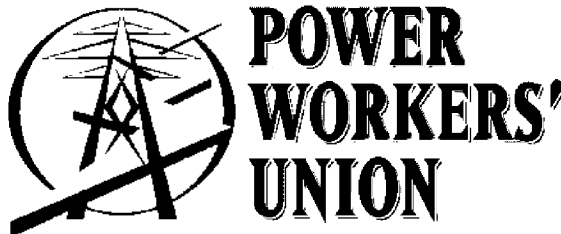


**AtlanticPower**

-and-

**Power Workers' Union (PWU)  
CUPE Local 1000**

(hereinafter called the "Union")



**Duration: December 20, 2021 to December 19, 2024**

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## **Article 1. Purpose**

The Company and the Union, working together, are in the competitive business of supplying safe, environmentally sensitive, electrical energy and other energy related products to its customers. The Company and Union are committed to developing and maintaining accountable, knowledgeable and healthy employees, aligned with the business objectives, to achieve success. To these ends, it is in the best interests of the Company and the Union to direct their respective efforts towards the safe, efficient, economical operation of the Company's business.

**Both management and the Union recognize and share a common interest, respect and commitment to sustainable environmental practices in our workplace.**

This Agreement recognizes and accepts the principles and spirit of teamwork, accountability, respect, integrity and loyalty. The general purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union and to provide a procedure for the prompt and equitable disposition of grievances.

## **Article 2. Union Recognition**

The Company recognizes the Power Workers' Union CUPE, Local 1000 - CLC as the sole and exclusive bargaining agent of all employees of Atlantic Power Services Canada LP at RR#1, Site #5, Potter Road, Township of Newmarket, (Tunis Power Plant); Highway 11 N the Township of Stoddard (Calstock Power Plant); Highway 11, Orient Bay, the Municipality of Greenstone (Nipigon Power Plant), , save and except plant supervisors and persons above the rank of plant supervisor as described in the OLRB file no. 4193-05-R and 4194-05-R certificate. These bargaining unit employees hereinafter called "employee" or "employees".

The Company recognizes that it is not the function of non-bargaining unit employees to perform work normally performed by employees, except.

- In the event of an emergency
- In the instruction of employees
- To adhere to regulatory requirements as set forth by the TSSA.

**The company will supply a current list of all bargaining unit members including their employee number, start date, job classification/title and contact information (company e-mail address) annually, upon request.**

## **Article 3. Management Rights**

The Union recognizes the exclusive right of the Company, subject to the terms of this Agreement, to operate and manage its business in all respects, including the right to direct the working forces in accordance with its commitments and responsibilities and the right of the Company to hire, promote, transfer, discharge, suspend, or otherwise discipline any employee for just cause.

## **Article 4. Union Representatives**

The Union will designate Accredited Union Representatives to handle the administration of this Agreement. After notifying the Company or Company representatives, such representatives will be free to visit Tunis Power Plant, Kapuskasing Power Plant, Calstock Power Plant, North Bay Power Plant and Nipigon Power Plant to conduct normal Union business associated with the administration of this Agreement. The Union undertakes that these representatives will not unduly interfere with work at these facilities.

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

The Principal Steward and alternate shall be allowed reasonable and sufficient time with no loss of normal pay to see that the provisions of this Agreement are observed, ensuring minimal disruption to the Company's operation.

From time to time the Principal Steward and alternate may be required to attend Union meetings or training courses not related to the Company directly. In these cases, the Company will, subject to business conditions, upon reasonable and sufficient notice from the Union, release the individuals and the Union will reimburse the Company. The Principal Steward and alternate will be responsible for their regularly assigned work on behalf of the Company.

## **Article 5. Union Security**

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

## **Article 6. Successor Rights**

With respect to Article 2, in the event that the Company sells or merges or amalgamates with any other body, or transfers, any part or all of its business to another body, the Company undertakes to ensure that the Company(s) to whom the business is transferred (New Company) will be bound by this Collective Agreement and that the Union will continue to be the Bargaining Agent for the employees of the Company (s) to whom the business is transferred.

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

## **Article 7. No Strikes and Lockouts**

The Union agrees that neither it, nor its representatives will, during the term of this Agreement, authorize, cause, condone, sanction or take part in any strike, and the Company agrees that it will not cause or direct any lockout of its employees for the duration of this Agreement.

"Strike" and "lock-out" shall have the meaning given those terms in the Ontario Labour Relations Act, 1995 (as amended).

## **Article 8. No Discrimination**

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

The Union and the Company will make every reasonable effort to ensure that employees are able to work in an environment free of harassment and neither party shall discriminate against any employee by reason of any prohibited ground as set out in the Ontario Human Rights Code.

Allegations of violations of the Ontario Human Rights Code are subject to the dispute resolution procedure Article 10. In no way does this clause interfere with the right of an employee to choose to seek resolution through the Ontario Human Rights Commission.

## **Article 9. Mid Term Agreement**

This Collective Agreement may be amended at any time with the agreement of the Company and the Union.

## **Article 10. Dispute Resolution Procedure**

It is the mutual desire of the parties that any issue shall be dealt with as quickly as practicable with

full discussion and disclosure in an attempt to avoid the need for a formal grievance.

### **Step 1 – Formal Grievance**

A formal grievance may be submitted by the Union to the Plant Manager, or their designate, within fifteen (15) business days after the issue has been identified to management by the Union. The Plant Manager or designate, will meet with the Union, and if applicable, the employee involved, to discuss and resolve the issue. The participants may continue to consult for as long as they are mutually satisfied that progress is being made. The Union or the Company may conclude consultation at any time by written notice to the other party. The Plant Manager, or designate will render a decision within ten (10) business days following the day on which consultation has concluded.

### **Step 2 – Joint Grievance Committee**

Failing settlement, the grievance, may be submitted to a formal Joint Grievance Committee comprising of the General Manager, Ontario or their designate and the Vice President of the Union or their designate within five (5) business days after the initial decision of the Plant Manager. The employee initiating the grievance and the employee's Plant Manager are not eligible to sit on the grievance committee. Subsequent to the meeting the Joint Grievance Committee will render a decision within five (5) business days.

Agreements reached at this stage are without prejudice to the legal or contractual rights of the parties unless otherwise agreed, and shall be confirmed in writing.

### **Step 3 – Arbitration**

If a satisfactory settlement is not reached at the Joint Grievance Committee, the grievances referred to arbitration by the Union shall be submitted to the Director of Human Resources. Grievances referred to arbitration by the Company shall be submitted to the Vice-President of the Union.

The party referring a grievance to arbitration shall notify the other party of the details of the grievance, including the issues in dispute, the interests of the grieving party, the Clause or Clauses of the Collective Agreement which are alleged to have been violated, and the remedy requested.

The parties shall jointly name a single Arbitrator. In the event that the parties cannot agree on the naming of an Arbitrator, the Ontario Labour Relations Board shall appoint an Arbitrator. The Arbitrator shall hear and decide the case within thirty (30) days after receipt of notice to Arbitrate.

The parties shall each pay one-half (½) of the expenses of the Arbitrator.

The normal pay for the local Principal Steward and the employee related to steps 1 and 2 will be the responsibility of the Company.

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

NOTE: For this Article, "business days" shall mean Monday to Friday excluding statutory holidays.

### **10.1 Letters of Reprimand/Expectation**

After a letter of reprimand/expectation has been on an employee's file for a period of thirty-six (36) months and there have been no additional letters of reprimand/expectation placed on the file, then the letter of reprimand will be removed from all files.

## **Article 11. Seniority and Service Credit**

Seniority is bargaining unit wide and accumulation of seniority for employees hired or rehired post September 1<sup>st</sup>, 2005, shall begin on the most recent date of hire in the Bargaining Unit as defined in Article 2.

With respect to current employees, those with continuous service from August 31<sup>st</sup>, 2005, the parties recognize that accumulation of seniority began from the date of hire with the previous owner(s). These dates have been previously recognized by the Company.

Where employees are hired on the same day, the employee with the lowest employee number is deemed to be more senior.

An Employee shall lose all seniority rights and privileges, and their employment shall be terminated forthwith, for any of the following reasons:

- a. Voluntary resignation
- b. Discharge, if not reversed through the grievance process
- c. Failure to return to work after a lay-off
- d. Lay-offs for more than twenty-four (24) months
- e. Retirement

## **Article 12. Selection to Vacancies**

All vacancies requiring to be filled shall be posted within forty-five (45) days and shall be posted internal to and at each plant for a minimum period of fourteen (14) calendar days. This may be waived or shortened with the Principal Steward's agreement. The job will be posted in a manner that is consistent with the job description for the position.

Any internal applicant will be selected within ninety (90) days from the date the job is posted.

In making selections or promotions to vacant positions coming within the jurisdiction of the Union, the Company will consider the required knowledge, ability and proficiency of the applicant. Where two (2) or more employees are equally qualified for the position, the senior employee will be selected.

Management may elect to advertise positions externally at the same time as they are posted internally. If qualified internal applicants have not come forward as a result of a posting, the vacant position may be filled by an external candidate.

The Company will reimburse employees for reasonable expenses incurred as per the terms of the Company's Relocation Program as a result of relocation to another plant.

## **Article 13. Employee Categories**

### **Permanent Employee:**

The words "permanent employee" when used in this Agreement shall mean any employee who has successfully completed the required probationary period of a permanent position. A permanent employee may be either a full time or a part time employee.

Full Time Employee – A full time employee shall mean any employee who occupies a position which is assigned working hours no less than forty (40) hours per week.

Part Time Employee – A part time employee shall mean any employee who occupies a position which is assigned working hours of twenty-four (24) hours or less per week. It is understood that two (2) week averaging may be applied.

### **Probationary Employees:**

The words "probationary employee" when used in this Agreement shall mean any employee who is filling a permanent position and is serving a required probationary period. Both parties agree that the business requires highly motivated and skilled employees working as part of a team. To that end, new employees shall be required to serve a probationary period of six (6) months with the Company reserving the right, in certain instances, and after consultation with the Union, to extend this period to a maximum of one (1) year. A probationary employee is always hired with the intention of making them a permanent employee at the satisfactory conclusion of the six (6) month probationary period. During that period, the Company will assess whether an employee is suitable to be retained. Any decision not to retain a probationary employee shall not be the subject of the arbitration provisions of the dispute resolution procedure.

### **Temporary Employees:**

Temporary employees may be hired for periods up to twelve (12) months to perform work which would normally be performed by the permanent employees. At the request of the Company, the Union may grant extensions to the temporary work period beyond twelve (12) months. Applicable wage progression eligibility applies in the case of a temporary employee who works beyond the one (1) year.

In the event that a temporary employee is selected to a permanent position, the time worked without a break in service as a temporary employee will count towards their probationary period.

### **Summer / Co-op Students:**

A summer student is an employee hired for a specific period of time who intends to return to post-secondary education following their term of employment. Their work may include work of a nature that includes but is not limited to clerical, grass cutting, painting, janitorial work, etc. Occasionally, there may be opportunities for students to assist permanent and/or temporary employees in the performance of their duties.

A co-op student is a student enrolled in a co-op program offered through a University or other post secondary institution. The Company's participation in co-op programs shall not displace existing permanent or temporary employees or threaten job security of employees falling within the Scope of this Agreement. This is not intended to prohibit the co-op student from performing work assignments related to their field of study.

## **Article 14. Vacation / Personal Leave Days**

### **14.1 Vacation**

Paid vacation entitlement is earned from January 1<sup>st</sup> to December 31<sup>st</sup>. Vacations may be taken at any time during the calendar year in accordance with processes jointly developed at each site to ensure fair and equitable distribution. The Company will not unreasonably deny vacation requests, provided that the scheduling is arranged to suit Company work schedules.

Vacation requests for the year will be submitted by February 28<sup>th</sup>, and Management will confirm approval within thirty (30) days.

Vacation is credited to each employee at the start of each calendar year and is based on years of service:

- Three (3) weeks on hire (one hundred and twenty [120] hours at their regular straight-time rate)
- Four (4) weeks in the year in which an employee completes seven (7) years of service (one hundred and sixty [160] hours at their regular straight-time rate)
- Five (5) weeks in the year in which an employee completes seventeen (17) years of service (two hundred [200] hours at their regular straight-time rate)

The employee will be provided the greater of the value of their vacation time at their straight time rate, payable at time of taking vacation, or the value of the vacation pay outlined under the

Employment Standards Act, which will be calculated and paid where applicable, in the first quarter of the following year.

Notwithstanding the foregoing, said vacation is credited based on the understanding the employee will earn said vacation by continuing to work throughout the calendar year; in the event the employee's employment is terminated for any reason during the calendar year, the Company shall deduct from final pay the value of any taken, but yet unearned, vacation. Employees who start during the year will be provided a pro-rated number of hours, based on the foregoing principles.

Part-time employees will be paid out vacation bi-weekly based on years of service.

- From date of hire – six percent (6%) of normal bi-weekly pay
- In the year in which an employee completes seven (7) years of service – eight percent (8%) of normal bi-weekly pay

Temporary Employees and Summer / Coop Students – vacation pay of four percent (4%) and vacation time-off in accordance with the Employment Standards Act.

An employee may carry over vacation as per Company policy (which is currently eighty [80] hours).

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

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

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

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

## **14.2 Personal Leave Days**

Personal Leave Days are intended to provide short periods of time off to give staff greater flexibility in meeting work/life priorities.

### **Provisions**

- Five (5) Personal Leave days are equivalent to forty (40) hours, based on eight (8) hours per day.
- Permanent full-time employees receive five (5) Personal Leave Days at the start of every calendar year.
- Permanent part-time employees receive a prorated number of Personal Leave Days.
- Employees who start employment during the year will be given a pro-rated number of hours.
- Personal Leave can be taken for any reason, and in full or part days.
- Personal Leave Days can be taken consecutively.
- Personal Leave Days do not accumulate from year to year and cannot be carried forward.
- The "year" for both vacation and Personal Leave purposes is the calendar year, not the end of the final pay period of the year.

## **Article 15. 12-Hour Shift Handover**

Employees who regularly work a continuous twelve (12) hour shift schedule will receive an additional twenty-four (24) hours of straight time pay per calendar year, to be paid out at the end of the year. Said twenty-four (24) hours shall be pro-rated in the employee's first calendar year of employment.

## **Article 16. Statutory Holidays**

The Company recognizes and pays for the following Statutory Holidays for each permanent or

probationary employee:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, **National Day of Truth and Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.

All employees will be paid for Statutory Holidays at the number of hours normally worked by the employee. In addition, employees scheduled to work on a Statutory Holiday will receive (or bank) double time for the hours worked.

Employees who are scheduled on vacation when a Statutory Holiday occurs will not have their vacation balance reduced for that day.

## **Article 17. Hours of Work, Shift Change Notice, Overtime, Premiums and Shift Differential**

### **17.1 Hours of Work**

The Company and the Union agree that flexibility in work schedules benefit both the employee and the Company.

Subject to the specific provisions of this Agreement, employees may be assigned to either work a rotating shift schedule or a forty (40) hour work week.

#### **Administration Staff**

Plant Administrators shall work a **modified work schedule, mutually agreeable between the Plant Manager and Employee of either a four (4) and/or five (5) day, Monday to Friday, forty (40) hour work week. The schedule shall be based on forty (40) hours per week, balanced over a two (2) week rotation. Hours per day can either be eight (8), nine (9) or ten (10), including a half (½) hour paid lunch break.**

#### **Shift Engineers**

Shift Engineers shall be assigned to a rotating shift schedule as required for continuous operation of the business which will provide twenty-four (24) hour coverage on a compressed work week basis of twelve (12) hour shifts including a paid lunch break. The schedule shall be based on forty (40) hours per week balanced over the cycle period of the schedule.

The lunch periods of Shift Engineers working eight (8), nine (9), or ten (10) hour shifts shall be unpaid, unless responsible for the operation of the plant for a minimum of eight (8) hours of the shift.

Subject to the specific provisions of this Agreement, Shift Engineers normally scheduled to work days only, may be scheduled to work a combination of eight (8), nine (9), ten (10) or twelve (12) hours shifts, to provide scheduling and shift coverage flexibility. The schedule shall be based on forty (40) hours per week, balanced over the fourteen (14) day pay period.

#### **Maintenance Technicians**

Subject to the specific provisions of this Agreement, Maintenance employees shall be scheduled to work a four (4) and/or five (5) day, Monday to Friday, forty (40) hour work week. The schedule shall be based on forty (40) hours per week, balanced over a two (2) week rotation. Hours per day can either be eight (8), nine (9) or ten (10), which will include a one half (½) hour paid lunch.

### **17.2 Shift Schedules and Shift Change Notice**

Employees engaged in rotating shift schedules shall be scheduled to work daily hours of work not to exceed twelve (12) hours per day. These hours of work shall be set out in a shift schedule. All shift schedules shall be posted and maintained in a prominent place. There must be a minimum of eight (8) hours between shifts.

Management reserves the right to make changes to the shift schedule or to an individual's work schedule to allow for continuous plant coverage, should the need arise, with adequate notice. Adequate notice shall be deemed to be seven (7) calendar days.

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

Shift rotations shall be determined by the Company to meet the needs of the business. Shift schedules shall be established with the approval of sixty-six percent (66%) of the affected employees, unless it is determined to be detrimental to the cost or efficiency of the plant's operation or the health or safety of the shift workers. The Company will provide the Union with the business reasons why the desired schedule cannot be implemented.

### **17.3 Overtime**

The Company shall advise affected employees of an approved overtime requirement within a reasonable period of time of the overtime need arising. In such case, when a minimum of twelve (12) hours' notice is given prior to the conduct of the overtime, such overtime shall be considered pre-scheduled for the purposes of this Agreement.

Where an employee is required to work hours in excess of the scheduled shift, the employee shall be paid two (2) times the regular rate of pay for such hours worked.

For pre-scheduled overtime at an alternate work location, travel time shall be paid from the employee's residence to the alternate work location and return.

For all overtime where employees are required to travel from their residence to any work location, mileage will be paid.

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

All scheduled overtime cancelled within thirty-six (36) hours of its scheduled commencement shall result in a cancellation payment of four (4) hours pay at straight time.

Employee requested out of town career development opportunities, that are supported and paid for by the Company, shall travel during regularly scheduled hours where possible. If this is not possible then they will travel on their own time. Employees travelling in these circumstances will not be eligible for any overtime or travel time.

For all overtime where employees are required to travel from their residence to any work location, mileage will be paid in accordance with the Letter of Intent dated February 6, 2015, re: Compensation for mileage.

### **17.4 Shift Differential**

Shift Engineers who normally work a scheduled rotating shift, shall receive a shift differential of two dollars and thirty-five cents (\$2.35) per hour for said shift.

This premium does not apply for work performed on training (T) Days.

### **17.5 Temporary Transfers**

When required to report to other work locations, all expenses for travel, meals and lodging shall be paid by the Company. Travel time shall be paid as though the time was worked.

## **Article 18. Meals**

When an employee works overtime in excess of two (2) hours beyond their normal daily scheduled hours, they shall be provided with a hot meal (if available and the employee chooses) or a meal

allowance of **thirty (\$30.00)** dollars. Additional meals/allowances will be provided every four (4) hours thereafter.

If an employee reports for a call-in, the employee will be provided with hot meals/allowances on the same basis after four hours worked and every four (4) hours thereafter.

On scheduled days off, and providing the employee was notified of the overtime the previous day, the employee shall be entitled to the same meals/allowances as they would have on a scheduled work day. If the employee is not notified of the overtime the previous day, the employee is entitled to meals/allowances for the normal lunch periods.

## **Article 19. Call In**

Including travel time, an employee called in for emergency work outside the normally scheduled shift, but not immediately preceding it, shall receive a minimum of three (3) hours at premium rate of pay or the actual hours worked, whichever is greater.

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

If an employee uses a personal vehicle to report for a call in, they shall be paid the current kilometre rate, as per Company Policy.

Call-ins and travel time (outside of regular scheduled hours) will be paid at double time.

## **Article 20. Workforce Reduction**

No permanent or probationary employee shall be laid off without prior discussion with the Union.

No permanent or probationary employee shall be laid off as a result of the contracting out of work.

There will be no displacement (bumping) from one work site to another work site, as defined in Article 2.

The Company shall provide a permanent employee a minimum of twenty-eight (28) days written notice prior to lay-off, or at the Company's sole option pay in lieu thereof.

In the case of a permanent and/or long-term closure of a facility each affected permanent employee shall be given a minimum of sixty (60) days' written notice. Said employees shall have the option, at the time of closure, to elect a lay-off subject to recall for a period of up to **twenty-four (24)** months, or terminate their employment and receive severance pay as provided herein. In the event the employee elects lay-off and is not recalled within said **twenty-four (24)** months, the employee shall be eligible to receive severance pay based on the employee's completed years' of service at the date of lay-off. Severance Pay shall be calculated at two (2) weeks of the employee's regular wage for each completed year of service at the date of closure, with a minimum severance payment of **\$15,000**. A long-term closure shall be defined as a closure of more than one hundred eighty (180) consecutive days.

Regardless of length of service, a laid off employee shall have \$3,000 added to their severance payment to assist with the transition.

In the event the plant is not fully shutdown, all layoffs, per defined position, will be offered on a seniority basis. If the senior employee elects to accept the offer, the individual will be eligible for 50% of their calculated severance.

The company will make itself available to engage in discussion with the Union regarding other possible employment opportunities or other issues that may arise for affected employees.

## **Article 21. Pension and Benefits**

### **21.1 Pensions**

All eligible employees who integrated into EPCOR from TCPL on September 1<sup>st</sup>, 2005 without a break in service, shall be members of the Company sponsored Defined Benefit plan. The Company agrees to consult with the Union prior to amending the Company pension plan.

All eligible employees hired or rehired after September 1<sup>st</sup>, 2005 shall be members of the Company sponsored Defined Contribution (DC) Pension Plan.

### **21.2 Benefits**

The Company shall provide to all permanent employees the Company sponsored benefit plan or the successor benefit plan providing it has comparable benefits.

## **Article 22. Banked Time in Lieu of Overtime**

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

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

Bank overtime provisions shall be subject to the following conditions:

- Bank time balances may be accumulated up to **ninety-six (96)** hours, which balance may be maintained at all times. When the bank is drawn down below **ninety-six (96)** hours, it may be topped up again to **ninety-six (96)** hours.
- An employee will not be able to replace scheduled vacation leave with banked time off.
- Time off from an employee's overtime bank requires the approval of the Plant Manager.
- The time equivalent shall be calculated by dividing the dollar amount credited to an individual employee's banked time by the employee's regular rate of pay at the time the banked time is to be taken.
- An employee's banked time hours may be paid out at the request of the employee.
- When an employee is called back from banked time off, or when an employee's banked time off is cancelled at the request of the Company, the employee shall receive premium rates of pay for the first shift worked of cancelled banked time for which seven (7) calendar days notice has not been given. In such cases the deferred or interrupted banked time off will be returned to the bank.

## **Article 23. Wages and Premiums**

All progressions from one level to the next will occur twelve (12) months from their last progression date.

Shift Engineer progression will be based on the date they obtain their Operating Certificate.

**2022**

Effective December 2021

	Step/Level	1	2	3	4	5	6
7800	4th Class Shift Engineer	\$33.29					
7800	3rd Class Shift Engineer	\$38.71					
7800	2nd Class Shift Engineer	\$44.41	\$49.93	\$55.52	\$58.32		
7802	Maintenance Technician	\$33.29	\$38.71	\$44.41	\$49.93	\$55.52	\$58.32
7803	Plant Administrator	\$32.22	\$39.56	\$41.65			
7804	Wood Waste Coordinator	\$27.16	\$36.54	\$38.86			
7805	Plant Assistant	\$22.10					
7806	Summer/Co-Op Student	\$22.10					

**2023**

Effective December 2022

	Step/Level	1	2	3	4	5	6
7800	4th Class Shift Engineer	\$34.04					
7800	3rd Class Shift Engineer	\$39.58					
7800	2nd Class Shift Engineer	\$45.41	\$51.06	\$56.77	\$59.63		
7802	Maintenance Technician	\$34.04	\$39.58	\$45.41	\$51.06	\$56.77	\$59.63
7803	Plant Administrator	\$32.94	\$40.45	\$42.59			
7804	Wood Waste Coordinator	\$27.77	\$37.37	\$39.74			
7805	Plant Assistant	\$22.60					
7806	Summer/Co-Op Student	\$22.60					

**2024**

Effective December 2023

	Step/Level	1	2	3	4	5	6
7800	4th Class Shift Engineer	\$34.72					
7800	3rd Class Shift Engineer	\$40.37					
7800	2nd Class Shift Engineer	\$46.32	\$52.08	\$57.90	\$60.82		
7802	Maintenance Technician	\$34.72	\$40.37	\$46.32	\$52.08	\$57.90	\$60.82
7803	Plant Administrator	\$33.60	\$41.26	\$43.44			
7804	Wood Waste Coordinator	\$28.33	\$38.11	\$40.53			
7805	Plant Assistant	\$23.05					
7806	Summer/Co-Op Student	\$23.05					

**23.1 Relief**

An employee relieving in a higher classification will receive the first (1<sup>st</sup>) step on the wage schedule for the higher position which provides an increase over the employee's current rate. Written notification of the employee assigned to relieve a higher classification shall be given to the employee and the Principal Steward.

### **23.2 Acting**

A Shift Engineer who is assigned to perform the role of Acting Chief Operating Engineer shall be paid a premium of fifteen percent (15%) above their normal rate. Non-voluntary assignment of Acting Chief Operating Engineer duties will only be assigned if there are no qualified volunteers. Written notification of the employee assigned to perform the role of Acting Chief Operating Engineer shall be given to the employee and the Principal Steward.

“Shift Engineers who are assigned the role of Acting Chief Operating Engineer are required to be On Call and become eligible to receive On Call premium as follows:

- \$15.00 per weekday (Monday to Friday) and \$35.00 per weekend day (Saturday and Sunday). The rates also apply to days on which statutory holidays fall.

The on call premium is to compensate employees who may be required to support critical functions and be on call on their scheduled time off.

### **23.3 Responsibility Premium**

When a Technician is assigned responsibility for the Plant in the absence of the Chief Engineer and in accordance with the TSSA Ontario Regulation 219/01, they shall receive a paid premium of fifteen percent (15%) above their normal rate.

When a regular employee is assigned responsibility for the Plant for five (5) or more consecutive business days in the absence of the Chief Engineer and in accordance with the TSSA Ontario Regulation 219/01, they shall be paid a premium of twenty percent (20%) above the normal rate.

When a regular employee is assigned to a project above the scope of their normal responsibilities at management discretion, they shall receive a paid premium of twenty percent (20%) above their normal rate.

### **23.4 Training Other Employees**

When an employee is removed from normal duties and is formally asked to provide training to other employees, they shall be paid a premium of ten percent (10%) above their normal rate.

### **23.5 On Call Premium - Maintenance Staff**

On Call requirements for Maintenance staff at each plant shall be on a voluntary basis. The on call premium is to compensate employees who may be required to support critical functions and be on call on their scheduled time off. Payment shall be:

- \$15.00 per weekday (Monday to Friday) and \$35.00 per weekend day (Saturday and Sunday). The rates also apply to days on which statutory holidays fall.

## **Article 24. SAFETY FOOTWEAR AND PERSONAL PROTECTIVE EQUIPMENT (PPE)**

### **Safety Footwear**

An annual safety footwear subsidy will be provided by the Company for one pair, up to a maximum of three hundred and fifty dollars (**\$350.00**) in a calendar year.

Eligibility for the safety footwear subsidy is on the following basis:

- All footwear must be approved as per the Company PPE standards and will be reimbursed in accordance with Company policy.
- Temporary employees must have completed thirty (30) days of continuous employment with the Company in order to receive the subsidy.

### **Personal Protective Equipment (PPE)**

The Company shall supply the necessary indoor and outdoor clothing, and all required personal protective equipment to employees.

PPE will be replaced on an as needed basis, due to fair wear and tear.

## **Article 25. Medical / Dental Appointments**

All routine medical/dental appointments that take place during the employee's regular shift shall not exceed three (3) hours. If an employee is compelled to arrange a personal medical or dental specialist appointment during the employee's regular working hours, they may use medical leave. The length of such leaves may or may not exceed three (3) hours and will include reasonable travel time to and from the medical facility. All appointment requests must have management approval.

## **Article 26. Maternity / Parental / Adoption Leave**

Maternity and/or Parental Leave, relating to the birth or adoption of a child, shall be granted by the Company in accordance with Company Policy and consistent with existing Provincial and Federal Legislation.

Maternity leave is the unpaid voluntary leave relating to the birth of a child. Parental leave is the unpaid voluntary leave relating to the birth or adoption of a child.

## **Article 27. Leave of Absence**

Leave of absence without pay may be granted to an employee at the discretion of the Company.

### **27.1 Bereavement Leave**

A permanent, or probationary or temporary employee will be released from duty for a period of:

- (i) four (4) days without reducing base earnings in the event of the death of a member of the immediate family defined as parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, spouse/partner, son, son-in-law, daughter, daughter-in-law, grand-parents, grandparents-in-law and grandchildren, step-mother, step-father, step-brother, step-sister, step-son and step-daughter;
- (ii) one (1) day without reducing base earnings in the event of the death of a member of the extended family, defined as aunt, uncle, niece and nephew.

### **27.2 Jury/Witness Duty**

Base earnings will be maintained through top-up, when an employee is called for jury duty or is subpoenaed to appear in court as a witness.

## **Article 28. Certificate / License Renewals and Professional Dues**

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

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

Work related licenses and professional dues will be covered by the Company.

**Article 29. Road Closures**

In the event an employee is scheduled to work but is unable to reach their work site due to road closures, the employee will receive their normal pay while absent.

**Article 30. Summer Student Hiring**

Summer student positions, not including co-op or work-term students, will be offered to applicants as determined by lottery at each work site from the names of sons and daughters of plant employees.

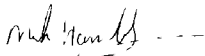
**Article 31. Term of Agreement**

This Agreement is in effect from December 20<sup>th</sup>, 2021 and remains in effect until December 19<sup>th</sup>, 2024. In the event that either party desires to amend the Agreement but not to terminate the same, either party, by notice in writing not more than ninety (90) days and not less than thirty (30) days before the anniversary date, serve notice of the proposed amendments and both parties shall commence to negotiate in good faith with a view to arriving at an agreement on the proposed amendments and all provisions of the Agreement, other than those proposed to be amended, shall continue in full force and effect.

Signed this 14th day of January, A.D. 2022

**Power Workers' Union (PWU)  
CUPE Local 1000**


**Atlantic Power Services Canada LP**





Mike Hambly

Sean Gillespie

  
DD sign (Jan 19, 2022 08:38 EST)

  
Dominic Lemieux (Jan 14, 2022 14:54 EST)

Donald Doucet

Dominic Lemieux