

AGREEMENT entered into this **3<sup>rd</sup> day of October 2018** (to take effect January 1, **2019**)

Between

**GREAT LAKES POWER LIMITED (GLPL)**

(hereinafter called the "Company")

- and -

**POWER WORKERS' UNION  
CUPE LOCAL 1000**

(hereinafter called the "Union")

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**Article 1**      **RECOGNITION**

**1.1**      The Company recognizes the Power Workers' Union – CUPE Local 1000 as the bargaining agent for all employees except foreman, persons above the rank of foreman, office staff and construction staff. The Company shall recognize and bargain with the regular committees as established by this agreement.

**Article 2**      **RELATIONSHIP**

**2.1**      It is recognized that the business of the Company is continuous and that the employees must be prepared to assist in maintaining service at all hours of the day or night, if available.

**2.2**      No employee shall be discriminated against by the Company or by the Union because he/she is or is not a member of the Union, because of Union activities or because of exercising his/her right provided by law or by this agreement.

**2.3**      The Company recognizes the need to keep employees informed of planned technological changes that would impact significantly on jobs. The Company also recognizes the need to consider re-deployment and retraining as preferred alternatives when introducing new technology.

**2.4**      Senior employees are expected to give assistance in training junior employees.

**2.5**      The Company and the employees covenant that they will co-operate to the fullest extent in carrying out the terms of this agreement. This will be accomplished by the process outlined in Article 17.

**2.6**      **Human Rights**

The Company will maintain a non-discrimination policy and actively pursue a non-discriminatory work environment. **The Company highly values honesty, equity, respect and dignity, and is committed to providing a positive, open and inclusive work environment that applies and embodies those values. All personnel should feel that they can participate fully in the success of the business and be recognized for their contribution.**

**Article 3**      **MANAGEMENT RIGHTS**

**3.1**      The Company has and shall retain the exclusive right and power to manage its business and direct its working force including, but without limiting the generality of the foregoing, the right to hire, suspend, discharge for just cause, promote, demote and discipline any employee, subject to the terms of this agreement.

**Article 4**      **UNION SECURITY**

**4.1**      All employees, as a condition of employment, who have completed thirty (30) days employment, will be required to authorize deductions from pay in an amount equal to the current monthly union dues as determined by the Union.

**4.2**      During the term of this agreement, the Company agrees to deduct regular union dues from the wages of each employee in the bargaining unit. The current monthly dues will be deducted in equal amounts from each pay received in the calendar month, and shall be remitted to the Financial Officer of the Union within ten (10) working days of the final monthly deduction.

**4.3**      Notwithstanding Clause 4.2, in consideration of deductions of dues by the Company, the Union agrees to indemnify and save harmless the Company against any claim or liability arising out of or resulting from the collection of these dues.

4.4 Employees excluded from the bargaining unit shall not perform work normally done by employees within the bargaining unit unless such work is an emergency and regular employees are not available, or for testing purposes, or for instruction or training purposes.

4.5 When the Company schedules a meeting with an employee to discuss work performance, the employee has the right to request a Union representative to attend.

4.6 Annually, the supervisor will review the employee file for letters of reprimand and the supervisor will determine whether the current behaviour warrants removal of the letter, if not a meeting will be arranged where the employee may have a Union representative in attendance and a plan shall be established with the employee's co-operation which, if followed, will ultimately result in removal of the letter.

#### 4.7 Successor Rights

The provisions of this Agreement shall be binding upon any successor or merged company or companies or any successor in the control of the Company. In the event there is a merger with another company in which the employees of such other company are represented by another trade union, the representation rights and the status quo of the PWU shall be maintained until a final determination is made under the Labour Relations Act as to the proper representation of the combined group.

### Article 5      EMPLOYEE CATEGORIES

#### 5.1 Definition of Employees

Temporary Employee: is an employee who is hired for a specific purpose and for a limited duration (up to nine (9) months). An extension of a maximum of an additional three (3) months will be by mutual consent of the Company and the Union. The Company may terminate his/her employment at any time by giving at least one (1) week's notice.

It is understood and agreed that only Article 4, Article 7, Article 8 (with the exception of Article 8.2.2), and Article 21 and those benefits required by law shall apply to temporary employees.

Temporary employees will be hired at a job class which reflects the job to be done and the required skills/knowledge of the individual hired. A temporary employee may, with employer approval, be put into a job class category up to Class B in any Power Workers' Union – CUPE Local 1000 job class as outlined in this Collective Agreement.

At nine (9) months when a temporary job is to continue as per Article 5.1 or the Company's decision in other cases, the following will occur:

(a) The incumbent of a temporary position will be offered health benefit coverage equivalent to Blue Choice Hospital Health Plan. The Company will pay ninety per cent (90%) of the premium.

(b) Seniority will be established and will accumulate as from the date of hire i.e. in the event a temporary employee is hired into a regular job in the Company, he/she will bring seniority equivalent to the number of months of continuous service as a temporary employee prior to accepting the regular posting.

The Principle Steward will be notified prior to temporary employees being hired detailing the work they will be performing and the duration of the assignment.

Probationary Employee: is an employee who is hired to determine his/her suitability for employment. An employee shall be considered probationary for six (6) continuous calendar months. If the employee is retained, his/her seniority shall commence from his/her original date of employment.

Regular Employee: is an employee of the Company who has successfully completed the probationary period.

5.2 Seniority shall be defined as the length of service a regular employee has established with the Company from the day the employee last entered the employ of the Company. An employee shall lose seniority rating under any of the following conditions:

- (1) the employee resigns and is not rehired within ten (10) working days;
- (2) the employee is discharged and not reinstated;
- (3) the employee is laid off for a period exceeding eighteen (18) calendar months;
- (4) the employee fails to return to work after layoff within fourteen (14) calendar days after being notified by registered mail to do so. If such failure to return is caused by sickness certified by a duly qualified medical practitioner, the time for return while prevented by illness shall be extended for a further period not to exceed a maximum of six (6) calendar months;
- (5) the employee retires.

5.3 When an employee is placed on LTD his/her vacation and recognized holiday pay shall be prorated on the basis of time worked thereafter.

An employee, receiving benefits from the Workers' Safety and Insurance Board for illness or injury arising out of the duties of their job, shall also receive an additional payment from the Company which will be the lesser of ten per cent (10%) of the employee's normal wage or the amount necessary that, when combined with the pre-tax equivalent of the compensation payments, will bring the total equivalent gross payments from the two sources to one hundred per cent (100%) of the employee's normal wage. The Union will work with the Company and the injured worker to achieve the earliest reasonable return to work for the injured worker.

When an employee is receiving WSIB benefits for a period greater than one (1) year, his/her vacation and recognized holiday pay shall be prorated on the basis of time worked thereafter.

## **Article 6      STRIKES AND LOCKOUTS**

6.1 There shall be no lockout by the Company and no interruption, work stoppage, strike, sit-down, or picketing of the operation of the Company's system by an employee or employees during the life of this agreement.

6.2 The Company agrees that hourly rated employees will not be required to cross picket lines except to perform duties required for the operation of the Company's system and the maintenance of machinery and equipment within the Company's system and under no circumstances will an individual employee or group of employees be required to use force in the crossing of a picket line.

## **Article 7      GRIEVANCE AND ARBITRATION PROCEDURE**

7.1 Disagreements relating to the interpretation, application, administration or alleged violations of this agreement shall be considered fit matter for grievance and shall be promptly dealt with in the following manner:

All grievances and replies to grievances must be set out in writing in all steps and shall be addressed through normal line management.

## Step 1

The alleged grievance must be submitted in writing to the supervisor responsible for his/her area and department within fifteen (15) working days of the event which gave rise to the grievance or, in the case of a monetary item, within fifteen (15) working days of receipt of the employee's pay. Within five (5) working days of submitting the alleged grievance, the employee, assisted by a steward, shall take up the matter with the supervisor responsible for his/her area. Failing settlement within five (5) working days of Step 1, the grievance may be processed within the next ten (10) working days to Step 2. Step 1 may be eliminated with reference to any grievance for discharge or suspension.

## Step 2

Within ten (10) working days of notifying the Vice-President/General Manager of the Company or his/her alternate of invoking Step 2, the grievance committee of the Union shall meet with the Vice-President/General Manager or his/her alternate. The reply of the Company to the grievance at Step 2 will be made to the grievor and the Principle Steward or his/her alternate within ten (10) working days of the meeting. Failing settlement at Step 2, within thirty (30) calendar days from the date of the reply of the Vice-President/General Manager, or his/her alternate, the grievance may be processed to arbitration as defined in the current Labour Relations Act of Ontario.

**7.2** Permission will be granted to stewards to deal with grievances arising in their own work areas. Time spent by the steward investigating and settling such grievances will be without loss of normal earnings. A steward will not absent himself/herself from his/her normal work area without permission of the supervisor in charge.

**7.3** The Company shall grant leave without loss of normal earnings to employees who are members of a grievance committee acting under Step 2 of the grievance procedure and to employees when attending a meeting called by the Company. When a steward who is working away from his/her normal work area attends a meeting called by the Company or attends a meeting under this procedure, the Company will provide transportation, if available, or will pay mileage in order for the said steward to attend such meetings.

**7.4** Grievances affecting more than one employee, or any grievance brought forward by the Company, or where differences arise between the Company and the Union concerning the interpretation or general application of this agreement which may be considered as policy matters, shall be submitted in writing by either party within seven (7) working days of the alleged occurrence and shall be dealt with in the manner provided in the grievance procedure commencing at Step 2. It is the intention of the parties that the filing of policy grievances by an employee or employees shall not be used to bypass the regular grievance procedure.

**7.5** Local Union officers, stewards, and committee members who are employees of the Company, shall have the right to originate a grievance for an employee on behalf of employees concerned, in the manner prescribed in the grievance procedure. The grievors involved shall be listed on the grievance form.

**7.6** The parties agree that all grievances shall be submitted to single panel arbitration. The arbitrator shall be selected from a pool of arbitrators that are mutually agreed to by the parties. It is agreed by the parties that the arbitrator shall not have the power to alter or to change any of the provisions of this agreement, or to substitute any new provisions for any existing provisions or to provide a decision which is inconsistent with the terms of this agreement, providing that they are not in conflict with any legislation affecting the parties.

**7.7** The Union shall have the right at any time to have the assistance of representatives of the Power Workers' Union – CUPE Local 1000 when dealing or negotiating with the Company.

**Article 8      WORK SCHEDULES AND WAGE PROVISIONS**

8.1      Hours of Work

(a)      **Sault Ste. Marie Employees**

Normal Hours of Work

To work eight (8) hours per day, five (5) days per week, Monday through Friday, so as to work forty (40) hours per week, 0800 hours to 1630 hours with one-half (1/2) hour allowance for lunch between 1200 hours and 1300 hours, but can be adjusted through department consensus and Company approval. When an adjustment is in effect, the Company reserves the right to return to normal hours, providing they give seven (7) calendar days notice. Failure to give the appropriate notice to the employee's will require applicable premium rate to be paid for all regular hours worked until such seven (7) days has elapsed after the original notice has been given.

Optional Hours of Work – Maintenance Employees

To work ten (10) hours per day on a seven (7) day shift schedule so as to work on average forty (40) hours per week.

The hours of work shall normally be from 0700 hours to 1730 hours with one-half (1/2) hour allowance for lunch between 1200 and 1300 hours.

(b)      **Wawa Employees**

Normal Hours of Work

To work eight (8) hours per day, five (5) days per week, Monday through Friday, so as to work forty (40) hours per week, 0800 hours to 1630 hours, with one-half (1/2) hour allowance for lunch between 1200 hours and 1300 hours, but can be adjusted through department consensus and Company approval. When an adjustment is in effect, the Company reserves the right to return to normal hours, providing they give seven (7) calendar days notice. Failure to give the appropriate notice to the employee's will require applicable premium rate to be paid for all regular hours worked until such seven (7) days has elapsed after the original notice has been given.

Optional Hours of Work – Wawa Employees

To work ten (10) hours per day, four (4) consecutive days per week, Monday through Friday, so as to work forty (40) hours per week. The hours of work shall normally be from 0700 hours to 1730 hours with one-half (1/2) hour allowance for lunch between 1200 hours and 1300 hours.

(c)      **Special Shifts When Necessary (Temporary Employees Only)**

Temporary employees will work the established shift at straight time, up to forty (40) hours per week, after which the rates in 8.2 apply.

(d)      **Shift Schedule for Planned Generation Maintenance, Planned Major Maintenance and Associated Work**

A shift schedule may be established at the discretion of the Company (Sault Hydro, Wawa Hydro) for planned generation maintenance and associated work. The following provisions shall apply to every such shift schedule:

- (i) An outage schedule shall be posted annually giving the dates and proposed locations of work when the schedule will apply. Applicable rates shall apply as per Article 8.1 normal hours of work and Article 8.2 overtime. The employees will be given an opportunity to volunteer to work on the outage schedule. Employees shall be assigned as necessary to obtain required crew compliment. Employees shall be assigned to the schedule with a minimum of twenty-one (21) days notice. It is recognized that employees beginning or ending a scheduled vacation period will not normally be included on the weekends preceding or following their vacation period.
  - (ii) Every employee will normally be required to work a maximum of five (5) weeks on the maintenance schedule. If an outage is cancelled with more than two (2) weeks notice the normal hours of work shall be resumed. If an outage is cancelled with less than two (2) weeks notice, then the outage shall count as one of the five (5) required outages. The affected employees shall be given the option to work as scheduled or revert to the normal hours of work.
  - (iii) Each employee on the outage schedule will be scheduled to receive forty (40) hours of pensionable time per week so as to average approximately two thousand and eighty (2,080) pensionable hours per year.
  - (iv) Consecutive days off shall be scheduled during the normal work week (Monday to Friday) for each employee on the shift schedule.
  - (v) At the Company's request, employees who voluntarily work on time off scheduled in Article 8.1 (d) (iv) shall be paid at straight time-overtime, for the normal working hours (as defined in Article 8.1). Employees required to work due to a forced outage shall be paid at rates specified in Article 8.2.
  - (vi) The shift cycle may consist of shifts of eight (8) hours over five (5) consecutive days, ten (10) hours over four (4) consecutive days, or twelve (12) hours per day so as to average forty (40) hours per week, at the discretion of the Company in consultation with the affected employees.
- (e) **Other Employees (Day Workers)**

**Normal Hours of Work**

To work eight (8) hours per day, five (5) days per week, Monday through Friday, so as to work forty (40) hours per week, 0800 hours to 1630 hours with one-half (1/2) hour allowance for lunch between 1200 hours and 1300 hours, but can be adjusted through department consensus and Company approval. When an adjustment is in effect, the Company reserves the right to return to normal hours, providing they give seven (7) calendar days notice. Failure to give the appropriate notice to the employee's will require applicable premium rate to be paid for all regular hours worked until such seven (7) days has elapsed after the original notice has been given.

8.1.1 Employees will be entitled to two (2) fifteen (15) minute paid breaks per day.

**8.2 Overtime**

All time worked continuous with and in excess of the current schedule shall be at double time.

Overtime will be offered to Regular Employee's of their respective Company before temporary employees or contract workers unless the work is a continuation of the original assignment and the regular employees are qualified to do the work.

### 8.2.1 Rest Time

Employees should come to work adequately rested so they can perform their duties effectively and safely.

Day workers who work more than four (4) hours during the period between 2200 and the next regular scheduled shift shall be allowed a rest period of five (5) hours with compensation at the basic hourly rate. Double time rates will apply until a rest period is taken.

An employee who is required to work continuously for more than sixteen (16) hours, or an employee who accumulates sixteen (16) hours of working time in any twenty-four (24) hour period without a minimum five (5) hour continuous break between 2300 and 0700 hours, shall be entitled to an eight (8) hour rest period.

Employees may use vacation, banked time or unpaid leave for the remainder of the regular scheduled shift subject to supervisory approval.

### 8.2.2 Banked Time

Banked time provisions will apply to all employees of the Company.

Employees who work overtime shall have the option of the following to a maximum of one hundred and twenty (120) hours of banked time.

Being paid the overtime hours at the appropriate premium rates or banking the overtime at the appropriate premium rates to be taken as paid time off taken at a mutually agreeable time.

### 8.3 On Call

8.3.1 Each employee when requested shall be available for "On Call" duty. These employees shall share this duty on a rotation basis. When "On Call", the employee shall make himself/herself available within telephone or radio communication whether at his/her home or in the immediate proximity to his/her work centre in order that he/she may proceed, upon instruction, and without delay, to work as directed.

8.3.2 "On Call" duty for a regular work day shall commence at the normal quitting time on the day scheduled for "on call" duty and shall extend until normal starting time on the following day.

8.3.3 "On Call" duty for a weekend shall commence at normal quitting time on the last regular working day of each week and terminate at normal starting time on the first regular working day of the week next following.

8.3.4 "On Call" duty shall also include any holiday occurring on a Tuesday, Wednesday or Thursday and shall commence at normal quitting time on the day prior and extend until normal starting time on the day following that holiday.

8.3.5 An "On Call" schedule will be reviewed with the employees concerned and posted.

8.3.6 In addition to regular overtime pay, for any time worked and holiday pay, where applicable, an employee shall receive for all scheduled "On Call" hours a rate of **\$2.50 per hour**.

Employees scheduled for "On Call" on a statutory holiday will be paid double the "On Call" rate for the statutory holiday.

**8.3.7** Every effort will be made to so arrange a schedule that employees leaving or returning from vacation shall not be required to be "On Call".

**8.3.8** When the Company requests changes to the posted "On Call" schedule the employee required to take additional "On Call" periods will be paid double the "On Call" rate for the additional coverage.

**8.3.9** Generation, Sault Ste. Marie Maintenance employees scheduled for "On Call" on a statutory holiday, will be permitted to work at regular hourly rate and take an alternate day off at a mutually agreed upon time by the employee and the supervisor.

#### **8.4** Minimum Call-Out

Employees called out to work other than their normal hours shall be paid at the applicable premium rate with a minimum of four (4) hours pay.

#### **8.6** Temporary Group Leaders

**8.6.1** When an employee is requested and agrees to be a temporary Group Leader or performs contract monitoring for a period of one (1) or more working days he/she will be paid at a Group Leader job class A, B, C, or minimum job class 17. The rate paid depends on the employee's experience and/or size and complexity of the project, as determined by the Company. In the event no one agrees, the Company will appoint an employee. Temporary Group Leader positions will be posted for projects exceeding four (4) weeks in duration with the appropriate wage rate identified. For clarity, contract monitoring may be completed by bargaining unit or non-bargaining unit employees. If intended to be filled by bargaining unit employees such contract monitoring projects exceeding four (4) weeks in duration will be posted with the appropriate wage rate identified.

**8.6.2** A roster will be posted each year where employees will be given the opportunity to apply for temporary Group Leader positions of a duration of four (4) weeks or less. The Company will draw from this list to fill these positions as they arise.

#### **8.7** Relief Supervisor

**8.7.1** When an employee acts as a Relief Supervisor, he/she shall be paid a differential of ten per cent (10%) of his/her normal rate converted to cents per hour in addition to his/her normal rate. It is understood that the appointment of a Relief Supervisor from the Union membership will be avoided whenever possible if it adversely affects the "On Call" schedule or availability of personnel.

### **Article 9 RECOGNIZED HOLIDAYS**

**9.1** Statutory holidays for temporary employees and employees serving a probationary period will be prorated based on regular hours worked in the four (4) weeks preceding the statutory holiday. After the completion of a three (3) months' probationary period employees will be paid for the following holidays, or if the day falls on a Sunday, for the day observed as the holiday, unless off on an approved leave of absence: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Easter Monday and Family Day.

**9.2** All time worked on any of the above named holidays will be paid at the rate of double-time in addition to the normal day's pay for all employees.

**9.3** The Company reserves the right to determine the size of crew necessary for any or all of these holidays. Forty-eight (48) hours' notice will be given to the necessary crew except in the case of an emergency breakdown.

**9.4** Employees working ten (10) hour shifts will be able to use two (2) hours of banked time per statutory holiday to top up the eight (8) hour statutory holiday pay.

**9.5** When a statutory holiday falls on a scheduled day off, with mutual agreement the employee may take the scheduled day of work prior or within two (2) weeks after the statutory holiday without pay.

**Article 10      VACATIONS**

**10.1**

All employees will receive vacation with pay on the following schedule;

After one (1) years' employment	- 2 weeks
After three (3) years' employment	- 3 weeks
After nine (9) years' employment	- 4 weeks
After fifteen (15) years' employment	- 5 weeks
After twenty (20) years' employment	- 6 weeks
After twenty-six (26) years' employment	- 6 weeks plus one day
After twenty-seven (27) years' employment	- 6 weeks plus two days
After twenty-eight (28) years' employment	- 6 weeks plus three days
After twenty-nine (29) years' employment	- 6 weeks plus four days
After thirty (30) years' employment	- 7 weeks

**10.2** Vacations are not to be taken in periods of more than two (2) weeks at one time unless special arrangements are made.

**10.3** Employees will have the month of January in each year to submit suggested vacations. Within two (2) weeks, the Company will post a vacation schedule for those employees covered by this agreement. Every effort will be made to allow employees to have at least two (2) weeks' vacation between June 1st and September 1st. The Company will attempt to grant preference of remaining vacation time as requested by the employees but the final decision regarding vacation schedules rests with the Company.

**10.4** It is recognized that employees will not carry over vacations from one calendar year to the next. However, employees who are entitled to three (3) or more weeks' vacation, may be allowed to carry over one or two weeks' vacation respectively, when a special excursion is planned and approved by the Company. This privilege will not be extended to any employee more frequently than once every five (5) years.

**10.5** An employee who becomes ill while on vacation shall not be placed on sick leave until after termination of the vacation. Under exceptional circumstances in case of very serious illness, accident, or injury; sick leave may be granted if the employee submits with his/her application for sick benefit a certificate of a qualified doctor certifying to his/her illness and approved by insurance carrier. The employee would then be entitled to the unused portion of his/her vacation after recovery from illness.

**Article 11      SICK LEAVE**

**11.1** The Company agrees to pay **ninety per cent (90%)** of an employee's normal earnings for the first three (3) days of sick leave providing, if requested by his/her immediate supervisor, the employee submits with his/her application for sick benefit a certificate of a qualified doctor certifying to his/her illness. After three (3) days of sick leave an employee will receive eighty per cent (80%) of normal weekly earnings rounded up to the nearest one dollar (\$1.00) provided he/she has satisfied Great-West Life requirements for the short term weekly benefits insurance.

**11.2** If an employee is absent and requires a Doctor's certificate the Company will reimburse the employee for the cost of the Doctor's certificate upon proof of payment.

## **Article 12**

## **PENSION AND INSURANCE**

**12.1** The existing pension plan (GLPL Pension Registration No. 0338053), revised in accordance with changes negotiated for this agreement, shall continue in effect. Regular employees hired after January 1, 1991 shall become a member of the plan after three (3) months of continuous service. Credited service for pension purposes shall commence at that date.

**12.2** The existing Group Insurance benefits as set out in the GLPL Group Plan 321032 with the Great-West Life Assurance Company and in the GLPL Group Plan 0087887-001 with RBC Insurance Company revised in accordance with changes negotiated for this agreement, shall continue in effect.

**12.2.1** Under the above noted insurance plan or similar plan (equivalent or better), the following basic benefits will be provided:

- (1) Life Insurance
- (2) Weekly Indemnity
- (3) Long Term Disability
- (4) Vision Care
- (5) Dental Plan
- (6) Extended Health Care and Drug Plan

LTD eligibility is as defined in the Group Plan with the RBC Insurance Company.

**12.3** The Company agrees to pay one hundred per cent (100%) of the premium costs of the benefits plans listed in 12.2.1 above and one hundred per cent (100%) of the Employer Health Tax, with the exception of the orthodontics plan and major restorative plan where the Company will pay fifty per cent (50%) of the cost up to one thousand five hundred dollars (\$1,500) in each plan in each year. If the insurance carrier is changed from Great-West Life the new plan will be equal to or better.

### **12.4 Benefits for Retirees**

Eligible members participate in the applicable Group Benefit Plan for Retirees 321032A (GLPL) with Great-West Life based on the following:

Eligibility criteria for retiree benefits for existing bargaining unit employees employed as of January 1, 2010 is any member who on the date of retirement is represented by the Union and who have a minimum age 55 years and a minimum of two (2) years of continuous service.

Eligibility criteria for retiree benefits for bargaining unit employees hired on or after January 1, 2010 is any member who on the date of retirement is represented by the Union and who have a minimum age of 55 years and a minimum of fourteen (14) years of continuous service.

Members who have retired according to the provisions of this Agreement will be eligible to participate in the Group Benefit Plan for GLPL Retirees 321032A with Great-West Life based on the terms and conditions specified in the plans:

- i) Life Insurance three thousand dollars (\$3,000) (basic only);
- ii) Pay-direct Drug Insurance;
- iii) Health Insurance.

Further, they will be eligible for re-imburement directly from the Company as follows:

- i) Basic Dental Services;
- ii) One set of dentures;
- iii) Vision Care Expense up to a maximum of four hundred dollars (\$400.00) for two (2) consecutive calendar years.

**12.5** With the exception of (i) of this clause, after thirty-six (36) months on long term disability, if the employee is unable to return to work he/she shall lose seniority and be removed from the payroll. At this time, continuation of healthguard coverage shall be made available at the Company's expense.

(i) If the employee has fourteen (14) years' service when the thirty-six (36) months on long term disability is reached, the employee may either stay on LTD until age fifty-five (55) and then retire under the disability retirement option of the retirement plan or stay on LTD and be removed from the payroll.

**12.6** It is acknowledged and agreed that additional benefits granted by the Company in this agreement satisfy the requirements of the refund provisions of the rebate section of the Employment Insurance Premium Reduction Program.

### **Article 13**                      **JOB POSTING AND SELECTION**

**13.1** In making reductions, additions, or replacements to the work force, or in making promotions or demotions, seniority, ability and proficiency will be the governing factors, but where ability and proficiency are relatively equal, seniority with the Company from the last date of hire will govern. All such vacancies or additions, except for vacation relief, casual or emergency work, shall be posted on the bulletin boards within ten (10) working days of becoming vacant for at least seven (7) calendar days, with such vacancies being posted in all areas on the same day. No applications for the positions posted will be accepted after the seventh day posting. Group Leader positions will be posted and selected within the Business Unit. If there are no successful applicants within the Business Unit the posting and selection provisions shall be extended to the Company.

An employee may decline promotion at any time without affecting his/her seniority or promotional rights.

**13.1.1** Subject to all the provisions of this article, any employee who will be absent for more than seven (7) calendar days on an approved leave of absence of thirty (30) days or less may lodge in writing with his/her immediate supervisor a request to be considered for specified vacancies that arise during his/her period of absence. This request will constitute sufficient reason for him/her to be considered as any other applicant.

**13.1.2** The names of the successful applicants shall be posted on the bulletin board for at least five (5) calendar days within ten (10) working days following the last day of posting on the bulletin board.

**13.2** An employee established in the bargaining unit who is promoted or transferred outside the bargaining unit for a period of more than one (1) year, but remains in the employ of the Company, may be reassigned to the bargaining unit, and shall retain overall seniority for vacation, pension, and benefit purposes but shall be deemed to be a new employee on the Union seniority list.

**13.3** An employee established in the bargaining unit who is promoted or transferred outside the bargaining unit for a period of less than one (1) year, but remains in the employ of the Company, may be reassigned to the bargaining unit and shall retain his/her seniority from the date of his/her employment.

**13.4** The Company shall notify the Union of all persons so promoted or transferred.

**13.5** Where an applicant does not receive a position applied for, he/she shall, upon request to his/her supervisor, be counselled as to what steps should be taken to be more likely to succeed in future applications.

**Article 14**

**LAYOFF AND RECALL**

**14.1** In the event of a layoff, employees in the bargaining unit shall be laid off in the reverse order of their seniority, provided the Company can retain a staff qualified to perform the work available. Employees shall be recalled on the basis of their seniority, provided they are qualified to do the work available.

**14.2** Notice Period

The Company will notify the Union at least sixty (60) days prior to the effective date of layoff of designated employees. The Company and the Union will meet and discuss alternatives.

The Company will give the employees who are to be laid off as much advance notice as possible and in no case less than six (6) weeks.

**Article 15**

**LEAVE OF ABSENCE**

**15.1** General

**15.1.1** All employees are required to give as much notice as possible to their immediate supervisor when, due to illness or otherwise, they are unable to report for work. Any employee absenting himself/herself from work without providing reasonable cause shall be subject to disciplinary action.

Any employee absenting himself/herself from work without providing reasonable cause, for more than two (2) consecutive work days, may be subject to dismissal.

**15.1.2** If the Union requires a Union representative to be released from their normal duties to perform Union business, the Union will compensate the Company in the following manner:

- (i) absences less than or equal to five (5) days - the employee's normal rate of pay;
- (ii) all absences after five (5) days - normal rate of pay plus benefits totalling forty-two per cent (42%) will be reimbursed.

On giving sixteen (16) days notice to the Company such absences will be accommodated insofar as the regular operation of the department in which he/she is employed will permit.

Normally absences for the Principal Steward will not exceed twenty (20) days per year and ten (10) days per year to the Stewards.

Where delegates have incurred expenses in order to attend a Union Convention and, because of a Company emergency, are unable to attend the Convention, the Company shall reimburse the two (2) delegates for non-recoverable expenses.

**15.1.3** An employee of the Company who is elected or selected for a position with the Union or anybody with which the Union is affiliated or who is elected to public office, must make application for a leave of absence in writing at least three (3) weeks in advance of such leave. Approval will not be unjustly withheld; however, only one employee at any one time will be granted a leave of absence under this paragraph.

**15.1.4** With the mutual consent of the employee and his/her supervisor, employees will be allowed forty (40) hours leave of absence annually at their request for additional time off. It is understood that such requests for leave of absence will normally be granted. Such time off will be without pay and may be used at the employee's discretion with a minimum of one-half (1/2) of a shift off.

**15.1.5** A personal leave of absence without pay in addition to leave provided under 15.1.4 may be granted by the Company. The employee shall direct his/her written request for such leave to his/her immediate supervisor. A written reply shall be given.

**15.1.6** In the case of any leave of absence without pay which exceeds thirty (30) days, the employee's seniority will be frozen for the duration of the leave of absence at the level attained prior to the leave of absence. In this case, all costs (employee and Company) of the normal indemnities will be payable by the employee. Any vacation credits will be pro rated on the time actually worked.

**15.1.7** Employees called to Her Majesty's service or enlisting during a period when Canada is at war, shall be reinstated upon their return with all privileges and seniority ratings they had when leaving the service of the Company.

**15.1.8** When in the Company's judgement the circumstances warrant such action a leave of absence with pay will be granted to a maximum of three (3) days per calendar year.

This leave is based upon reasons of personal emergency, such as severe illness in the immediate family, or the birth of a child, which would necessitate remaining away from work until adequate arrangements could be made for outside help or in cases where an employee is faced with the effects of a severe storm, fire or flood.

## **15.2** Bereavement Leave

**15.2.1** Whenever a death occurs to a member of the immediate family of an employee, the Company will compensate the employee for any time lost from work up to a maximum of four (4) consecutive work days which include the day of the funeral. The Company agrees to consider the granting of up to two (2) additional days with pay for traveling time, provided cause is shown for the need of this time. Compensation shall be at the regular hourly rate of the employee for a normal work day. The term "immediate family", for the purpose of this paragraph, to be considered to include only the following:

- (i) the spouse, parents, sister, brother, child, grandchildren, mother-in-law or father-in-law, son-in-law, daughter-in-law or grandparents of the employee; and
- (ii) a relative or foster children residing in the household of the employee.

**15.2.2** Whenever a death occurs to a member of the family who is not considered as immediate family, the Company will compensate the employee for one (1) day of lost time in order to attend the funeral. The Company agrees to consider the granting of up to two (2) additional days with pay for travelling time, provided cause is shown for the need of this time. For purposes of this clause, family other than immediate shall be interpreted to mean: brother-in-law, sister-in-law, spouses' grandparents, aunt or uncle, niece or nephew.

## **15.3** Jury and/or Witness Duty

The difference in wages between an employee's straight time wage, excluding premium pay, and the fee allowed will be paid by the Company to any employee required to serve on a jury or to be a court witness in the District of Algoma. Exceptions to this case shall be taken to the Company for consideration.

## **Article 16**

## **ALLOWANCES**

### **16.1 Travel**

**16.1.1** The Company will supply transportation, at its own discretion either in Company vehicles or by public transportation, for employees carrying out their normal duties when travelling between work centres. Time spent in travelling will be paid for at the applicable rate when an employee is required to travel between work centres. Employees will travel from their work centres to and from the job on the Company's time. The words "work centre" shall, for the purpose of this clause, be where the employee is normally reporting for work within Sault Ste. Marie and Wawa.

**16.1.2** Employees working away from their regular work centre during the week will be allowed to return to that centre on Company time for the weekend, unless they are required for weekend work.

**16.1.3** Except in the case of an emergency, when employees are required to be away from home overnight, every effort will be made to give at least forty-eight (48) hours' notice of such requirement.

**16.1.4** Any employee covered by this agreement whose work requires him/her to be away overnight from where he/she normally resides, will be provided with room and board with a maximum of two (2) to a room when in permanent crew quarters.

**16.1.5** Separate quarters shall be made available for all Operating and Maintenance crews when required to work at outlying stations, except in the case of an emergency.

The Company will provide recreational facilities (to be agreed upon by the Company and representatives of the Union) at permanent quarters established for work crews working outside the Sault area where space in these quarters is available.

**16.1.6** Compensation for travel outside of normal working hours to receive training shall be paid as follows:

- (i) Travel to training that is required by legislation or deemed mandatory by the Company is paid at applicable rates.
- (ii) Travel to courses held within the Algoma District which has been identified by the supervisor and employee as developmental will be paid at straight time, up to a maximum of four (4) return trips per year and at applicable rates after four (4) trips per year.
- (iii) Travel to courses held outside of the District of Algoma which have been identified by the supervisor and employee as developmental shall not be paid.

In all cases the employer pays for the course, **and** course materials **and will reimburse any expenses related to travel**, meals and accommodations.

**For all mandatory training, the Company shall burden the cost of accommodations and travel in advance.**

Developmental training is defined as all training with the exception of that which is legislated or deemed mandatory by the Company.

### **16.2 Tools and Clothing**

**16.2.1** The Company will supply regulation rubber gloves for all employees who are required to work on or near live lines or apparatus.

**16.2.2** All employees will supply the personal tools of their trade. When equivalent conversion tools (metric, etc.) are required on Company work, they will be supplied by the Company. The Company will supply all other appropriate tools and equipment, also overalls and work gloves when, in the opinion of the Company, such are needed. Worn out or broken personal tools will be replaced by the Company at no cost to the employee when the broken or worn out tools are turned in for replacement.

Notwithstanding the above paragraph, employees hired after January 1, 1994 will supply the personal tools of the trade, both metric and standard sizes.

**16.2.3** The Company will reimburse the employee for one hundred per cent (100%) of the cost of a pair of an approved electric shock resistant safety boots or shoes per year upon presentation of proof of purchase. The type of boot or shoe purchased must be appropriate for the nature of the work in which the employee is involved. Additional pairs may be purchased and will be equally subsidized upon demonstration of need and proof of purchase.

**16.3** Employees forced to transfer within the Company will be reimbursed for their moving expenses to a maximum of five thousand dollars (\$5,000).

**16.4** Where an employee covered by this agreement is required to work/live under extreme conditions which include; no running water, lack of proper toilet facilities, limited road access and no electricity he/she will be paid a weekly allowance of two (2) hours pay per day (Job Class 17). The Company will endeavour to minimize the number of times employees are required to work under such conditions.

**16.5** If mutually agreeable in lieu of actual meal expenses associated with an overnight stay, away from their normal work centre, an employee may elect a board allowance of eighty-five dollars (\$85.00) per day. The eighty-five dollar (\$85.00) value is based on a breakfast allowance of twenty dollars (\$20.00), a lunch allowance of twenty-five dollars (\$25.00) and a dinner allowance of forty dollars (\$40.00). On the first day away from their normal work center the meal expense will be prorated to include lunch and dinner and on the day the employee returns home to include breakfast and lunch unless the employee works past 1800 hours then the dinner allowance would apply.

When an employee is called out to work one (1) hour or more prior to their normal hours of work they will be entitled to a paid meal to a maximum of twenty dollars (\$20.00).

**16.6** If mutually agreeable in lieu of a hotel an employee may elect a room allowance of fifty dollars (\$50.00) per day.

## **Article 17                      WORKING RELATIONS COMMITTEES**

The Company and the Power Workers' Union – CUPE 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 opinions
- 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

**17.1 Stewards:** The Company will recognize eight (8) stewards.

**17.2 Grievance Committee:** The Company will recognize a Committee of not more than four (4) employees.

**17.3 Negotiating Committee:** The Company will recognize a Negotiating Committee of not more than five (5) employees as well as a representative(s) of the Power Workers' Union and an executive member of the Union.

The five (5) employees on the Negotiating Committee will be paid their regular hourly rate for time spent in negotiating a collective agreement during normal working hours up to a maximum of forty (40) hours per employee.

It is understood that negotiation means time up to but not including conciliation and mediation.

**17.4** The Working Relation Committee shall be kept informed of the names and addresses of all officers, stewards and committee members of the Union. The Company will advise the Principal Steward of the Union of the names of the Company personnel to be notified with reference to the grievance procedure.

**17.5** Senior Company representatives (2) and utility representatives (2) will constitute a working group which will meet regularly so that issues that do occur are resolved quickly and a positive relationship is established to minimize future issues. The working group will act as a sounding board for Company policies which might affect Union members. This will not circumvent the normal supervisory role in solving day-to-day issues.

**Article 18**                      **SAFETY RELATED CLAUSES**

The parties are committed to the health and safety of all employees as demonstrated in the Company Joint Health and Safety Policies and Safety Work Management Systems.

**18.1** Time will be scheduled during regular working hours for all employees to maintain their Company mandated safety training. Those employees not on duty will be paid applicable premium rates when instructed by the Company to attend such training sessions.

**18.2** The Union and the Company agree to observe the provincial health and safety regulations and the safety regulations prescribed and published by the Company from time-to-time. The Union will cooperate with the Company in encouraging employees to observe the safety regulations, and to work in a safe manner. The Company agrees to discuss and review safety concerns as they occur with the union safety representatives. The union safety representatives shall assist, make recommendations to and cooperate with the Company to ensure the Safety Procedures and Programs are implemented. The Company will involve union health and safety representatives and/or other union members as required in System Safety Accident Investigations.

**18.3** The Company will consult with the Union and supply safety clothing when, in the opinion of the Company, such is needed.

**Article 19**

**CONTRACTING OUT**

19.1 The Company will endeavour to provide involved staff with information on available work packages which have been bid by contractors and will consider crew ideas on cost savings, safety and customer services as well as staff interest before deciding to contract out or do internally. The following four (4) items will be discussed:

- 1. Estimated value of the work
- 2. Scope of the work
- 3. Location of the work
- 4. Estimated date of Commencement and Duration of the work

The Company will regularly inform the Principal Steward about these discussions.

19.2 The Company agrees that during the term of the current agreement with Power Workers' Union-CUPE Local 1000 no regular employee of the Company shall be laid off or demoted as a result of the contracting out of work by the Company.

**Article 20**

**GENERAL**

**20.1 Inclément Weather**

When, in the opinion of the person in charge, weather conditions are such that, except in the case of an emergency, outside work should not be performed, employees reporting for work at their normal starting time at their work centres, will be paid their normal wages for the first day, and one-half (1/2) of their normal wages for any additional days for time not worked.

20.2 Where the Company requests an employee to acquire and/or retain a driver's licence for which a medical examination or driving test is a requirement, the Company shall pay for the cost of the examination and any travel time involved for such testing.

**Article 21**

**WAGES AND CLASSIFICATIONS**

21.1 Wage rates shall be paid as they appear in the following sections of the agreement and shall be for pay purposes only.

**21.2 Employee Classifications**

**Group Leader**

- Class A (Year 3) ..... 5 steps above the highest rate supervised
- Class B (Year 2)..... 3 steps above the highest rate supervised
- Class C (Year 1) ..... 2 steps above the highest rate supervised
- The minimum job class for a Group Leader will be job class 17.

**Trades Technicians**

- Class A1 ..... 18
- Class A2 ..... 17
- Class A3 ..... 16
- Class B - Fourth Year ..... 13
- Class C - Third Year ..... 12
- Class D - Second Year ..... 9
- Class E - First Year ..... 3

<b>Electronic Technologist / P&amp;C Technologist</b>	
Class A .....	20
Class B - Fourth Year .....	16
Class C - Third Year .....	13
Class D - Second Year .....	10
Class E - First Year .....	9
<b>Planner .....</b>	<b>19</b>
<b>Station Maintainer</b>	
Class A .....	12
Class B - Fourth Year .....	7
Class C - Third Year .....	5
Class D - Second Year .....	4
Class E - First Year .....	3
<b>Labourer .....</b>	<b>2</b>
<b>Meter Data Clerk</b>	
Class A .....	11
Class B - .....	6
Class C - .....	3
<b>Meter Service Provider Technical Assistant.....</b>	<b>14</b>

### 21.3 Job Classes

<b>Job Class</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Job Class 1	25.68	26.36	27.06
Job Class 2	26.85	27.56	28.29
Job Class 3	28.20	28.95	29.72
Job Class 4	29.37	30.15	30.95
Job Class 5	30.63	31.44	32.27
Job Class 6	31.76	32.60	33.46
Job Class 7	33.06	33.94	34.84
Job Class 8	33.71	34.60	35.52
Job Class 9	34.25	35.16	36.09
Job Class 10	35.54	36.48	37.45
Job Class 11	36.14	37.10	38.08
Job Class 12	36.75	37.72	38.72
Job Class 13	37.93	38.94	39.97
Job Class 14	39.20	40.24	41.31
Job Class 15	40.33	41.40	42.50
Job Class 16	41.38	42.48	43.61
Job Class 17	42.33	43.45	44.60
Job Class 18	43.24	44.39	45.57
Job Class 19	44.24	45.41	46.61
Job Class 20	45.23	46.43	47.66
Job Class 21	46.13	47.35	48.60
Job Class 22	46.60	47.83	49.10
Job Class 23	47.08	48.33	49.61
Job Class 24	48.02	49.29	50.60
Job Class 25	48.91	50.21	51.54
Job Class 26	49.84	51.16	52.52
Student 1	21.17	21.73	22.31
Student 2	21.71	22.29	22.88

### 21.4 Cost of Living Clause

In the third year of the Collective Agreement, January 1, 2021 to December 31, 2021, the following formula shall apply:

An increase of more than **2.65%** in the Ontario All Items Index (2002 = 100) published by Statistics Canada in December 2021 over the index for November 2020 will activate the escalator clause.

December 31, 2021, base rates will be increased by an amount equivalent to the amount which the increase to the index exceeds **2.65%** in the twelve (12) month period specified in (a) above.

**21.5** All employees covered by this agreement will be paid every second **Friday** by 1500 hours by direct deposit to a bank account, but in the event the **Friday** on which payday falls is a holiday,

employees shall receive their pay the previous day. Cheque stubs will be **made available electronically**.

**21.6** When major changes are proposed to be made in any classification, or new classifications are requested by the Company, during the term of this agreement, wage rates and hours of work for the change shall be subject to negotiation.

## **Article 22                    CLASSIFICATION CHANGES AND PROGRESSIONS**

**22.1** The wage rates, progression schedules, classifications and categories of employees covered by this agreement shall be those shown in Article 21.

**22.1.1** All employees moving through an annual progression grid will have their performance monitored on an ongoing basis and documented at least annually by the employee's supervisor. Where an employee's performance is not satisfactory he/she shall be informed of the areas of work that are deficient. Progressions will be based on the recommendation of the employee's supervisor. When progression is withheld, the Company shall meet with the employee, who may request the presence of his/her steward, or another Union representative, and shall give the employee the reason for withholding progression. Two (2) months thereafter his/her general performance will be reviewed and if found satisfactory, the employee shall be granted the progression.

**22.1.2** If his/her progress and general performance are still unsatisfactory, the employee shall:

- (1) in the case of a new employee in the first training classification, be terminated;
- (2) in the case of an employee above the starting classification in any category, remain in such class for at least one (1) year and then may again request a reclassification and recommendation from his/her supervisor;
- (2) in the case of an employee who was previously transferred from another category, revert to his/her former job if it is available. If it is not available, he/she may be transferred to other available work, providing he/she is qualified. Failing this, his/her employment may be terminated.

## **Article 23                    MATERNITY AND PARENTAL LEAVE**

The Company will provide a top-up benefit for employees who qualify and are receiving maternity, parental or paternity benefits under a federal or a provincial plan. **This benefit is in addition to statutory benefits and leave entitlements.**

The top-up benefit for female employees who are the birth mother of a newborn child will be provided for the first twenty-six (26) weeks of the leave, **including during any applicable waiting period;**

The top-up benefit for the male employees who are the father of a newborn child or a male or female employee who is the parent of a recently adopted child will be provided for a period of five (5) weeks, **including during any applicable waiting period;**

In cases where both parents work for the company, the combined maximum number of weeks during which they receive top-up benefits is twenty-six (26) weeks.

The top-up benefit will compensate any difference between the amount received under a federal or a provincial plan and eighty per cent (80%) of the employee's weekly base salary.

To be eligible for the top-up benefits, an employee must be employed on a permanent full-time or part-time basis and have a minimum of one (1) year of continuous service prior to the start of the leave.

Unless otherwise stipulated in the applicable provincial standards regarding the required minimum notice (**currently stipulated at 2 weeks**), employees who are planning to take maternity, parental or paternity leave should advise their manager in writing of the anticipated leave date, with as much advance notice as possible.

In order to receive the top-up benefits, the employee must provide proof of receiving benefits under either the applicable federal or provincial plan.

Employees who take a maternity, parental or paternity leave are entitled to pension and group benefit plan provided that the employee continues to contribute his/her normal share of the cost of the benefits. When the employee is not receiving income from the Company during an unpaid leave, arrangements can be made through Human Resources for the payment of the individual's normal share of group insurance benefits or pension contributions.

Credit for service for the purpose of vacation and other benefits continues to accumulate during maternity, parental or paternity leave.

An employee who wishes to change the date of her/his return to work must give the manager at least four (4) weeks' notice before her/his revised return date unless otherwise stipulated in the applicable provincial standards.

An employee is required to sign an agreement prior to receiving the top-up benefits which will outline what amount if any the employee will be required to be refunded to the Company if the employee resigns within one year of her/his return to work. The following rules apply to the refund: (i) An employee who resigns prior to returning to work or within six (6) months after returning to work will be required to reimburse the full amount of the top-up benefit she/he received. (ii) An employee who resigns after six (6) months and before the end of the first year after returning to work will be required to reimburse fifty per cent (50%) of the top-up benefit she/he received.

**Article 24**

**DURATION OF AGREEMENT**

24.1 This agreement shall remain in effect from January 1, 2019 to December 31, 2021 and from year to year thereafter unless either party gives notice in writing to the other party not more than ninety (90) days and not less than thirty (30) days prior to December 31st in any year of their desire to alter same.

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

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

**Mid-Term Agreement**

Title \_\_\_\_\_

Number \_\_\_\_\_

Date \_\_\_\_\_

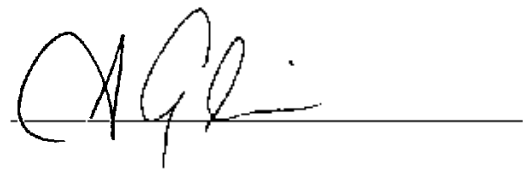
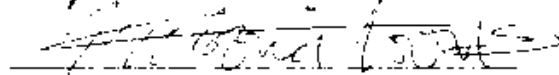
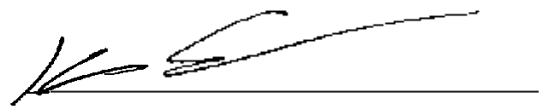
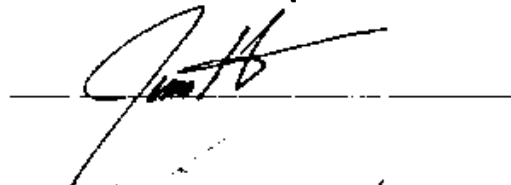
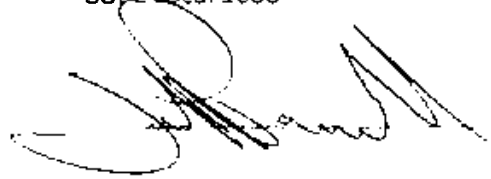
It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

Signed on behalf of:

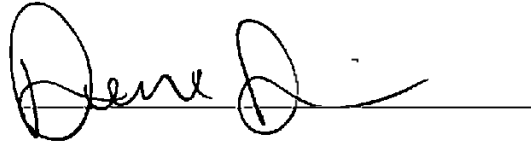
Signed on behalf of:

Great Lakes Power Limited

THE POWER WORKERS' UNION  
CUPE Local 1000



\_\_\_\_\_



Dated this

day of

2019