

COLLECTIVE AGREEMENT

BETWEEN

**ERTH POWER CORPORATION (HEREINAFTER CALLED "THE
COMPANY")**

AND

THE EMPLOYEES OF ERTH POWER CORPORATION

AND

**POWER WORKERS' UNION CANADIAN
UNION OF PUBLIC EMPLOYEES LOCAL
1000 – CLC
(HEREINAFTER CALLED "THE UNION")**

FROM

JANUARY 1, 2019 – DECEMBER 31, 2021

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COLLECTIVE AGREEMENT

This Collective Agreement made in duplicate this day of, September 4th, 2019,

BETWEEN:

ERTH POWER CORPORATION
hereinafter called the "Company"

- and -

THE EMPLOYEES OF ERTH POWER CORPORATION

- and -

POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1000 - CLC
hereinafter called the "Union"

WITNESSETH that in consideration of the premises and covenants of the Parties hereinafter expressed, the Parties agree as follows:

ARTICLE 1 - RECOGNITION

The Company hereby recognizes the Power Workers' Union – CUPE Local 1000 as the sole collective bargaining agent for all employees of **ERTH Power** Corporation save and except non-working forepersons and persons above the rank of non-working foreperson and supervisor, sales staff, assistant(s) to Senior Manager(s), IS Specialist, Regulatory and Accounting Analyst, CDM Engineer, Conservation Manager and persons regularly employed for not more than twenty-four (24) hours per week.

ARTICLE 2 – MANAGEMENT RIGHTS

The Union acknowledges and agrees that the Company has the exclusive right to manage its business, direct the working force, to hire, to maintain the efficiency, to promote, to transfer, demote, discharge or otherwise discipline employees, and to make, amend and enforce such rules and regulations as shall from time to time be required, providing such application of these rights is not inconsistent with the terms of this agreement. The Company will not discharge or otherwise discipline employees without just cause.

ARTICLE 3 – UNION SECURITY AND CHECK-OFF

- 3.01** The Company agrees that, during the lifetime of this agreement, all employees covered by this agreement will be required to become and remain members of the Union. Bi-weekly union dues shall be deducted from each pay and remitted monthly to the Financial Officer of the Union within (ten) 10 working days of the month in which the deductions were made. Further the Union agrees to provide the Company with at least one months' notice of any changes to the dues structure.
- 3.02** In consideration of this deduction and forwarding service by the Company the Union agrees to indemnify and save the Company harmless against any claim or liability arising out of, or resulting from, the collection and forwarding of these dues.
- 3.03** When Management schedules a meeting for the purpose of disciplining an employee, a Union steward will be present. In the event that an employee is to be terminated, the Company agrees to invite the Principal Steward or designate. A Union Steward will be informed a minimum of one (1) working day in advance

of any disciplinary meeting to be held with an employee.

- 3.04** The Company further agrees that it will not object in any manner to any employee being or becoming a member of this Union and will not discriminate against any employee because of his membership or proposed membership in said Union. The employees in the Union, collectively or otherwise will not in any way interfere with, or attempt to limit the rights of any officer duly authorized to act for the Company on its behalf.
- 3.05** The Company and the Union agree and recognize their respective responsibilities under the Ontario Human Rights Code, the Employment Standards Act, the Occupational Health and Safety Act and the Ontario Labour Relations Act. Both parties agree that no employee should be subjected to discrimination or harassment and agree to take such actions as necessary to assure that this purpose is achieved.

ARTICLE 4 - SENIORITY

- 4.01** Seniority is defined as the length of service a regular employee has established with the Company from the most recent date the employee entered the employ of the Company including any temporary service which immediately precedes the probationary period provided the employment period was uninterrupted.
- 4.02** An employee shall lose their seniority, their employment with the Company shall be terminated and their name shall be removed from the records if the employee:
- (a) quits voluntarily;
 - (b) is discharged;
 - (c) is absent from work for five (5) working days or more unless the employee provides management with documented evidence satisfactory to management of unavoidable reasons for not reporting to work;
 - (d) is laid off for a period of twelve (12) calendar months;
 - (e) fails to report to work after a lay-off within five (5) working days of recall, notice of which has been mailed to the last address of which the employee has notified the Company;
 - (f) retires;
 - (g) is absent from work for any reason for a period of twenty-four (24) consecutive months or more. The employees' situation will be jointly reviewed a minimum of two (2) months prior to the expiry of the twenty-

four (24) consecutive months above.

ARTICLE 5 – EMPLOYEE CATEGORIES

5.01 TEMPORARY EMPLOYEES are persons hired for periods of up to nine (9) months. Temporary employees shall not accumulate Company seniority or benefits nor shall they have recourse to the grievance procedure. If the temporary position is established due to an employee absence, the nine (9) month period shall be extended.

Temporary Employees are persons hired for period of up to nine (9) months. After nine (9) months, the position will be posted and filled, if still required.

If a temporary employee is subsequently awarded a regular position in the Company, the employee shall be credited with Company seniority for the time worked as a temporary employee, after the employee has completed a probationary period of sixty (60) days worked, provided that the total period of employment was uninterrupted.

Such temporary assignments can be extended by mutual agreement. Such extensions will not be unreasonably denied.

5.02 PROBATIONARY EMPLOYEES are persons hired on trial to determine their suitability for continuing employment in regular positions. An employee shall be considered probationary for one hundred and twenty (120) days worked. If, during this time, the employee is considered as not being satisfactory to Management, the employee may be released. At the end of their probationary period, the employee's date of hiring will be established as their date of employment. During the probationary period, the employee shall not be entitled to any of the rights or privileges accruing to regular employees unless otherwise specified in this agreement, nor shall the employee have recourse to the grievance procedure. Upon written mutual agreement of the Parties, the probationary period of any employee may be extended.

5.03 REGULAR EMPLOYEES are persons who have satisfactorily served a probationary period and who are currently in the employ of the Company.

5.04 STUDENTS are persons who are enrolled in a recognized secondary or post-secondary school on a full time basis and who are employed by the Company

during breaks in the school year or through a co-operative work program. Students shall not accumulate Company seniority or benefits nor shall they have recourse to the grievance procedure.

5.05 PART-TIME staff are persons who work for the company an average of twenty-four (24) hours per week or less.

ARTICLE 6 – NO STRIKE, NO LOCKOUT

6.01 There shall be no lockout by the Company and no strike, slowdown, refusal to perform work, picketing or other interference with the operation of the Company's business by the employees or the Union during the term of this agreement.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

7.01 For the purposes of this agreement, a dispute, claim or complaint which involves the interpretation or application of this agreement shall be considered a fit matter for grievance and shall be dealt with promptly and as specified below.

7.02 GRIEVANCE PROCEDURE

- (a) The parties agree that effective problem solving is at the core of a successful grievance procedure. In support of this the parties agree to the following;

INFORMAL STEP

The employee and the appropriate supervisor must discuss all complaints before they can become part of the formal grievance procedure, within twenty (20) working days of the grievous act.

FORMAL GRIEVANCE PROCEDURE INDIVIDUAL GRIEVANCE

STEP ONE

Failing settlement at the Informal Step, the employee/and or Steward or delegate may, within five (5) working days of the Informal Step, submit the grievance in writing to the appropriate Manager/Supervisor or delegate. The Manager/Supervisor shall, within five (5) working days of the receipt of the grievance, at this step, convene a meeting of the Joint Grievance Committee

comprised of the Manager/Supervisor or delegate and a duly-formed union committee. The Manager/Supervisor shall give their disposition in writing within five (5) working days of the Joint Grievance Committee meeting.

STEP TWO

Failing settlement at Step One, the Principal Steward or delegate may, within five (5) working days of disposition in Step One, submit the grievance in writing to the senior manager or delegate. The senior manager shall, within five (5) working days of the receipt of the grievance, at this step, convene a meeting of the Joint Grievance Committee comprised of the senior manager or delegate and a duly-formed union committee. The senior manager shall give his disposition in writing within five (5) working days of the Joint Grievance Committee meeting.

POLICY GRIEVANCE

Where a grievance involves a question of general application or interpretation or where a group of union employees has a grievance it shall be filed in writing within five (5) days of the grievous act starting at Step Two.

- (b) The Company agrees that there shall be no loss of base wages for time spent by the steward(s) and/or grievor(s) when required to attend grievance meetings.

7.03 ARBITRATION PROCEDURE

The parties agree that all grievances shall be submitted to single panel arbitration. The arbitrator shall be 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.

- 7.04** Each party to this agreement will share equally the expenses and fees of the sole arbitrator.
- 7.05** The time limits as prescribed above may be modified by mutual agreement by the parties.
- 7.06** If the Union does not put forward a written request for Arbitration postmarked

within thirty-one (31) calendar days after the Company's decision, the grievance shall be deemed to be abandoned.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.01 HOURS OF WORK

This section provides the basis for establishing work schedules and for the calculation and payment of overtime, but shall not be read or construed as a guarantee of hours per day or week or a guarantee of days of work per week.

8.02 The normal work week of outside employees covered by this agreement shall be forty (40) hours consisting of five (5) days of eight (8) hours not starting before 0600 hours and not ending later than 1600 hours Monday to Friday inclusive. Within a given day or week, the specific hours of work of individual employees may differ as long as they remain within the foregoing limits.

Hours for outside employees will be as follows:

7:30 a.m. – 3:30 p.m.

Including a twenty (20) minute paid lunch period.

For greater clarity, the twenty (20) minute paid lunch provision does not apply to Design Technician, Inventory Control, Electrical Engineering Technologist or GIS Technician unless their work requires them to be at a location other than their normal location during the lunch period. In such instances, the employee will gain their supervisor's approval for a paid lunch prior to the lunch period.

At least one qualified outside employee at each operations centre may work an eight (8) hour day ending at 4:30 p.m. to do customer service work.

The normal work week of inside employees covered by this agreement shall be thirty-five (35) hours consisting of five (5) days of seven (7) hours not starting before **0730** hours and not ending later than **1630** hours, including a one (1) hour unpaid lunch period Monday to Friday inclusive.

Within a given day or week, the specific hours of work of individual employees may differ as long as they remain within the foregoing limits.

Temporary Service Centre

When an employee is directed by management to report to a temporary work

centre outside of their present service territory of either Ingersoll, Aylmer or **Goderich** on an eight (8) hour per day work schedule, for a minimum one (1) week duration and, at his normal scheduled start time and to work the normal hours defined above, the employee will be paid for all travel time to and from the temporary work centre at the employee's normal straight time rate not to exceed one half (1/2) hour each way under normal driving conditions. A Company vehicle will be provided.

Travel to each work centre on a temporary basis will be deemed to be one half (1/2) hour of paid travel time each way. Any travel time over one half (1/2) hour will be on company time or paid at the appropriate premium rate.

This work arrangement will be distributed on a fair and equitable basis soliciting and accepting volunteers first and utilizing the principles of seniority/juniority. If there are insufficient volunteers to perform the work, management may assign employees utilizing the above principles to a maximum of twelve (12) weeks per year, per employee.

When an employee, the Employer and the Union mutually agree, the employee may be temporarily assigned to another work centre (Ingersoll, Aylmer or **Goderich**) and this clause shall not apply for that defined temporary period.

In order to improve the training of Apprentices and with the Union's mutual agreement, the Company may rotate Apprentices between the Work Centres provided such rotation is for a minimum of three (3) months. When an Apprentice is transferred to another work centre under these circumstances, this clause shall not apply.

SHIFTS

Management may after consultation with union establish new shifts for Billing on the following basis;

1. volunteers or New Employees hired after October 3, 2006
2. thirty (30) days notice prior to commencement of the new shift will be given to the union
3. shift hours to commence not later than 1600 hours and end not later than 2400 hours
4. a shift differential of \$1.00 to apply for all hours worked during the shift

5. training will occur during the day shift whenever possible. If a Unionized day shift employee is required for training on the afternoon shift, first right of refusal will be given in the following order for periods of up to four (4) weeks at a time not more than two (2) times per year;
 - (a) Team Leader
 - (b) Senior Qualified
 - (c) If no volunteers, junior qualified unionized employees will be assigned.

8.03 OVERTIME

It is mutually acknowledged that from time to time it will be necessary for all employees to perform work outside of the normal schedule at all hours of the day or night, and the Company can authorize such work as overtime as required. When Management authorizes overtime to complete work in progress, the worker or workers on the project will continue with the work and not the person or persons on call. **Employees on modified duties shall be offered overtime when the work to be performed on overtime does not conflict with their restrictions.**

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

1. Overtime hours worked may be banked or paid at the appropriate premium rate.
2. A maximum of the equivalent of five (5) regular days per calendar year may be accumulated as banked time.
3. Such banked time must be taken at a mutually agreeable time.
4. Any hours accumulated and not taken by **February 28th** of the **following** calendar year shall be paid out at the rate at which it was banked.
5. Overtime will be offered equitably within each department.

- 8.04** For authorized work performed in excess of forty (40) hours per week or eight (8) hours per day, double the regular hourly rate will be paid, for Schedule "A" Outside Employees. Overtime will not be paid for periods of ten (10) minutes or less and all overtime will be paid to the next thirty (30) minute increment.

For authorized work performed in excess of thirty-five (35) hours per week or seven (7) hours per day, double the regular hourly rate will be paid, for Schedule "A" Inside Employees. Overtime will not be paid for periods of ten (10) minutes or less and all overtime will be paid to the next thirty (30) minute increment.

- 8.05** In cases of pre-arranged overtime not contiguous to a regular shift, unless

arrangements are cancelled and the employee is given less than four (4) working hours notice before the employee is to report to work, the employee shall be paid one (1) hour at the prevailing overtime rate.

8.06 MINIMUM CALL

When an employee is called in for emergency work outside of their normal working hours, the employee shall be provided with a minimum payment of one and one-half (1-1/2) hours' pay at the appropriate premium rate or the actual time worked at the appropriate premium rate, whichever is the greater, except when a short call follows within two (2) hours of the completion of a previous call in which case time shall be considered continuous from the start of the previous call.

There shall be no minimum payment applicable to overtime worked as an extension either preceding or following an employee's normal daily working hours.

8.07 ON-CALL

- (a) All qualified union personnel, as determined by the Company, will be required to perform on-call duty which will be distributed on an equitable basis among them. The Company shall maintain an advance schedule of on-call duty which shall be made available to the staff concerned By January 31 of each year with the understanding that changes may be made due to unforeseen circumstances. A newly qualified employee will be inserted into the existing on call list behind the last qualified employee added.
- (b) Each period of on-call duty shall commence at the end of the regular working hours on Thursday and shall continue until the end of the regular working hours the following Thursday. During that period, such personnel on duty must hold themselves ready to proceed immediately to the work location.
- (c) The weekly allowance for "on-call" duty will be as follows:
effective January 1, **2019 \$245.00**
effective January 1, **2020 \$255.00**
effective January 1, **2021 \$265.00**

Per week, plus **\$70.00** additional if a recognized holiday falls within the

week.

It is acknowledged and agreed that this allowance compensates employees for responding to calls for service that do not require field visits while on call. In such cases, employees shall not be eligible for overtime or minimum call provisions.

- (d) Employees scheduled for on-call duty shall be provided with a truck, beeper and cell phone for the period during which they are on call.
- (e) The Company shall not schedule on-call more frequently than one week in three weeks unless by reason of vacations, illness, courses, etc. of the bargaining unit employees. On Call schedules shall be specific for each Service Centre.
- (f) When the above employees are on-call, they will be required to perform some related meter calls, such as disconnects, and reconnects. However, other related meter calls involving polyphase meters, transformer meters, current transformers, potential transformers and special key access will be performed by the Meter Department personnel. On-Call will be distributed as equally as possible amongst qualified employees. Employees who are on-call are not eligible to participate in Mutual Aid Emergency Response work.
- (g) Apprentice Linemen must complete 6000 hours toward their apprenticeship, the third year line course associated with the line apprenticeship and have demonstrated all required competencies before being inserted into the on-call rotation.

8.08 MEALS

When an employee is required to work unplanned overtime continuous with and in excess of normal hours to the extent of more than two (2) hours, the employee shall be supplied with a suitable meal after this period by the Company, and every four (4) hours thereafter.

If an employee is working out of town and cannot return to a service centre for a meal break he will be entitled to a 20 minute paid lunch. Any paid lunch breaks must have supervisor approval prior to being taken.

If a suitable meal cannot be provided the employee shall receive a meal

allowance of **seventeen dollars (\$17.00)**. (**Note: meals are non-taxable**)

Out of Town Expenses: The Company agrees to pay all reasonable expenses related to travel, meals and lodging incurred by employees while working on projects outside of the service territory.

8.09 MILEAGE

Upon ratification if the Company requires the employee to use their personal vehicle for company business, a rate of \$0.45 per kilometre will be paid.

8.10 ABSENCE REPORTING

Employees are expected to attend work as scheduled. When unable to attend, the employee shall phone his immediate Management Supervisor or delegate, or the next highest management person prior to his scheduled shift start time giving the reason he is unable to report for work. If the Supervisor (or delegate) does not answer the call, the employee shall leave a message and a phone number at which they can be reached. The Company will provide a prioritized telephone list of Management Supervisors for each department to all employees.

8.11 SPECIAL TIME OFF

In cases of extreme weather conditions resulting in employees being unable to travel to work, employees will be given the option to utilize **one of the following four (4) options**:

1. Available vacation
2. Lieu time
3. **Time off without pay** for the time lost
4. Make up the time, hour for hour at a later date provided such make up time is scheduled at a mutually agreed time within two (2) months. If the make up time is not scheduled within two (2) months, the time missed from work will be deducted from the employee's next pay.

ARTICLE 9 – RECOGNIZED HOLIDAYS

9.01 The following holidays shall be recognized by the Company:

New Year's Day	Easter Monday
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	The day before Christmas Day

Civic Holiday	The day before New Year's Day
Labour Day	One (1) floater holiday
Thanksgiving Day	

- 9.02** Regular and probationary employees of the Company will be entitled to payment of normal basic wages for such holidays as occur on their normal scheduled days of work provided they have been at work or on authorized leave of absence during the full scheduled days of work which immediately precede and follow such holidays.
- 9.03** Regular and probationary employees required to work on such a holiday shall be paid for time worked at the premium rate specified in Article 8.04 of this agreement.
- 9.04** When a recognized holiday falls within an employee's vacation period such holiday shall not be counted as a vacation day.
- 9.05** A Floating Holiday day will be recognized by the Company and will be made available to employees who have three (3) months' service on an individual basis providing that the employee gives ten (10) working days' notice of their intention to take said holiday and providing also that the Company schedules are not disrupted.

The foregoing notification of ten (10) working days' notice may be changed by mutual agreement between management and the employee.

- 9.06** Whenever any of the above holidays fall on a Saturday and/or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this agreement.

ARTICLE 10 - VACATIONS

- 10.01** Vacation pay for temporary employees shall be calculated in accordance with the Employment Standards Act. Paid vacation for regular employees shall be based on their entitlement, less any used vacation.
- 10.02** Vacations will, as far as it is practical, be granted at the times most desired by the employees. An employee, to ensure consideration of their request and the employee's relative Company seniority standing, must notify management of their preferred vacation period by **February 1st** in any given year. Management

reserves the authority to designate vacation periods for all employees in a manner consistent with the efficient operation of the Company; however, only two (2) weeks vacation will normally be granted during the period June 15th to September 15th so that each employee may have an opportunity for vacation in this time period. After **February 1st** additional vacation requests may be submitted over and above the two (2) weeks, if time is available. Such requests will be considered on "first come basis" with the efficient operation of the Company in mind. Requests for vacation time between the periods of January 1st to **February 1st** an employees request will be considered on a "first come basis".

10.03 (a) Normal vacations shall not be cumulative and shall be taken in the calendar year in which they become due unless otherwise expressly provided by management.

(b) Notwithstanding the vacation schedule contained in this Article, vacation periods shall be reduced in proportion to unpaid time. There shall be no loss of time off while in receipt of pregnancy/parental leave, sick leave or Workplace Safety & Insurance Board benefits, or on paid leave of absence.

(c) Any employee who leaves the employ of the Company for any reason and has used more paid vacation than they have earned in the year they depart, shall be obligated to pay back the outstanding balance upon their departure.

(d) Vacation entitlement, to a maximum of three (3) days, may be carried over to the subsequent year. An employee who wishes to carry their vacation entitlement forward shall request the Company's permission to do so, in writing, prior to December 1st of the calendar year. Such permission shall not be unreasonably denied or withheld. Management reserves the sole discretion to approve a greater carry forward in extenuating circumstances.

10.04 Regular or probationary employees who have less than one (1) years' continuous service before December 31 shall be entitled to a vacation of one (1) working day for each full month of service to a maximum of two (2) weeks' vacation with pay.

10.05 A regular employee with one (1) year or more of continuous service will be entitled annually to two (2) weeks of vacation with pay.

- 10.06** Upon completion of four (4) years of continuous service, a regular employee will be entitled to three (3) weeks of vacation with pay.
- 10.07** Upon completion of nine (9) years of continuous service, a regular employee will be entitled to four (4) weeks of vacation with pay.
- 10.08** Upon completion of twelve (12) years of continuous service, a regular employee will be entitled to four (4) weeks plus one (1) day of vacation with pay.
- 10.09** Upon completion of fourteen (14) years of continuous service, a regular employee will be entitled to four (4) weeks plus two (2) days of vacation with pay.
- 10.10** Upon completion of sixteen (16) years of continuous service, a regular employee will be entitled to four (4) weeks plus three (3) days of vacation with pay.
- 10.11** Upon completion of eighteen (18) years of continuous service, a regular employee will be entitled to four (4) weeks plus four (4) days of vacation with pay.
- 10.12** Upon completion of nineteen (19) years of continuous service, a regular employee will be entitled to five (5) weeks of vacation with pay.
- 10.13** Upon completion of twenty (20) years of continuous service, a regular employee will be entitled to five (5) weeks plus one (1) day of vacation with pay.
- 10.14** Upon completion of twenty-one (21) years of continuous service, a regular employee will be entitled to five (5) weeks plus two (2) days of vacation with pay.
- 10.15** Upon completion of twenty-two (22) years of continuous service, a regular employee will be entitled to five (5) weeks plus three (3) days of vacation with pay.
- 10.16** Upon completion of twenty-three (23) years of continuous service, a regular employee will be entitled to five (5) weeks plus four (4) days of vacation with pay.
- 10.17** Upon completion of twenty-four (24) years of continuous service, a regular employee will be entitled to six (6) weeks of vacation with pay.

Note: For purposes of calculating vacation allowance, the vacation year commences

January 1 and ends December 31 of the calendar year. Vacation entitlement is determined based on anniversary date and is earned in the calendar year in which the anniversary falls. (See Appendix "A")

ARTICLE 11 – SICK LEAVE/WEEKLY INDEMNITY BENEFITS

- 11.01** (a) The Company's sick leave plan for regular employees was created by the Company to reduce the financial hardship that bona fide illness can create so far as inability to work and the consequent loss of normal wages are concerned. To qualify for payment of sick pay, an employee must:
- (1) have established credit for sick pay as per 11.04;
 - (2) ensure that their illness is reported to their immediate management supervisor, or designate or the next highest management person prior to their scheduled shift start time or as soon as practical in the circumstances;
 - (3) be suffering from a bona fide illness which prevents safe attendance at work and is not compensable under the Workplace Safety and Insurance Act;
 - (4) if requested, submit written verification of their illness signed by a qualified medical practitioner indicating the employees prognosis to return to work, the anticipated return to work date and any limitations and restrictions. Employees will be reimbursed for out of pocket costs of any such certificate;
 - (5) return to work as soon as possible following recovery from illness;
 - (6) do everything reasonably possible to speed up recovery.
- (b) The Company reserves the right to verify the merits of any medical certificate presented to the Company for the purpose of receiving sick leave pay. This includes reviews by a medical practitioner working on behalf of a third party administrator and/or an independent medical practitioner. Employees are required to co-operate with such third parties as a condition of receiving sick leave pay. The costs of such reviews shall be borne by the Company.
- (c) It is each employee's responsibility to report to work in proper physical condition to be able to perform their assigned duties safely.
- 11.02** The Company will provide sick leave payments equal to one hundred percent (100%) of a regular employee's normal basic wages in accordance with 11.04 for a period up to fifteen (15) weeks. For the purposes of

qualifying for LTD the 15 week qualifying period can bridge a calendar year. The absence will be considered continuous for the purposes of eligibility for Long Term disability benefit application.

11.03 In the event an employee, who has received sick leave grants for absence due to accident involving a third party, subsequently recovers loss of wages from the third party, the employee shall repay such sick leave credits to the Company.

11.04 Employees who are actively working shall be credited with a maximum of fifteen (15) weeks of paid sick leave on January 1 of each year based on the following schedule.

Three (3) years service or more = 15 weeks

Two (2) years service or more = 10 weeks

Regular Employees = 5 weeks

Probationary Employees = no credit for sick time

11.05 Employees are expected to make every reasonable effort to make medical and dental appointments outside of their hours of work. However, when circumstances require such an appointment to be made during working hours, the employee is expected to make the appointment at the beginning or end of their work day. Requests for paid time off to attend medical/dental appointments may be denied should the Employer determine these conditions are not being met.

ARTICLE 12 – HEALTH PLANS

12.01 The Company agrees to pay one hundred per cent (100%) of the cost of premiums of Manulife Financial Insurance Policy #73688 and RBC Insurance Policy # 48843.

Probationary and Regular employees shall be eligible for this benefit after they have successfully completed their probationary period.

Eye exams once every two years to a maximum of **\$125.00**

Increase Vision care to **\$500.00** every two years and may be used towards Laser Eye Surgery

Recall exams once every 9 months for adults and every 6 months for

dependents 18 and under.

12.02 In the event that the Company negotiates and completes an agreement with a health benefit company (carrier) other than the one named above, the new plan as a whole will be equal or better than the plan currently in operation. This arrangement will not prevent the grouping of benefits under a common carrier. The parties shall agree to any changes prior to implementation.

- Orthodontic coverage to \$2,500.00/lifetime
- Paramedical (Professional Services) to - \$45.00 per visit cap on all services with the exception of massage and physiotherapy which will be capped at \$55.00 per visit.
- Mandatory Generic Substitution (Drug Plan)

Generic Substitution

Employees who are currently on a prescribed Brand name drug must have their doctor supply Manulife with a Manulife Request for Approval of a Brand Name Drug form to remain on the Brand name drug. Unless this form is approved by Manulife the employee will transition to the generic drug. For all future new claims any employee who exhibits an adverse reaction would get the Manulife Request for Approval of a Brand Name Drug form completed by their doctor and then send a copy of it to Manulife.

12.03 RETIREE BENEFITS

Effective January 1, 2001, the Company agrees to provide benefits, as underwritten by Manulife Financial, based on fifty per cent (50%) of premiums paid by employee – fifty per cent (50%) of premiums paid by employer, until other employment with benefits is achieved or retiree reaches the age of 65. Employee must meet eligibility requirements as per policy. Eligibility: Employees with ten (10) years of service with the Employer and in receipt of an OMERS pension. **Any employee who retires on or after December 31, 2021 shall be eligible for the above noted benefits under the same qualifying criteria at a rate of forty per cent (40%) paid by the employee and sixty per cent (60%) paid by the Employer.**

ARTICLE 13 – PENSION AND INSURANCE

Post retirement life insurance will not be offered to any employees hired after the date of ratification of this agreement. Post retirement life insurance will cease to exist for all current employees as of Dec. 31st, 2021.

- 13.01** The Company and all eligible employees will participate in the Ontario Municipal Employees' Retirement System Basic Plan (OMERS) and the Canada Pension Plan on an integrated basis.
- 13.02** The Company agrees to provide and pay the cost of the OMERS Supplementary Type I pension. The Type I plan became effective January 1, 1983.
- 13.03** The Company and its regular employees agree to participate in a Group Life Insurance Plan provided the benefits of such plan do not change without the mutual agreement of the Parties in accordance with the regulations of the plan.

ARTICLE 14 – JOB POSTING AND SELECTION

14.01 VACANCY

Any vacant position as listed in Schedule "A" of this Agreement or any position created by the Company under the Collective Agreement shall be posted with its rate of pay on the bulletin board of the Company for a period of seven (7) working days. All employees shall have the opportunity of filing an application for said position, and Management shall take into consideration ability, qualifications, and Company seniority, in making this appointment. Where the skill, ability and qualifications of the candidates are relatively equal, length of seniority shall govern the selection. It is agreed that an employee who fails to submit an application within the posted period shall not be considered for such position.

14.02 REPLACEMENT

Should an employee leave the employ of the Company or be reclassified, a decision as to whether or not the employee will be replaced from within the bargaining unit shall be made by management within two (2) weeks of the closing of the posting.

In the event the decision is to replace within the bargaining unit, such

replacement will take effect within a further two (2) weeks from the decision date. Should the replacement not become effective within this two (2) week period, the selected employee shall be paid their former classification, whichever is higher, until such placement occurs, at which time the employee will receive the appropriate rate for their new classification.

14.03 VACANCY ACCEPTANCE

When an employee applies for a posted position, and their application is selected, the employee must agree to accept the position within three (3) days or their application is considered void. Upon their transfer, the employee will be paid at the first available increment in their new position that provides for a pay increase. If no such increment exists, they shall be paid at the highest rate for this position.

Any full time regular employee, who applies for a posted position and is offered the position under the qualifications outlined in Article 14 of the Collective Agreement, may be returned to their previous position within a period of 120 days worked if, during this time, the employee is considered as not being satisfactory to Management.

Employees will be limited to two (2) successful job postings in any twenty-four month period if such job postings are lateral or downward moves. However, if an employee wishes to apply for job postings which are in higher classifications, then there is no limit to the number of job postings that may be applied for.

14.04 TEMPORARY REPLACEMENT

When a regular employee is assigned by the Company to relieve in, and performs the work of a higher rated position, for two (2) hours or more **in a day**, such employee shall be paid the rate of that position, at his/her current percentage (%) level, for the full time of such relief.

14.05 SENIORITY IN THE EVENT OF A PROMOTION

If an employee accepts a promotion outside of the bargaining unit and does not return to the bargaining unit within six (6) months of the date of the promotion, all seniority within the bargaining unit will be lost for purposes of layoff only. If the employee returns on/or before six (6) months, their seniority will continue to accrue from the date of promotion and will have union dues deducted for the period of their promotion. Adjusted seniority

dates under this clause will be calculated and agreed upon in writing by the parties.

14.06 OUTSIDE FILLING OF VACANCY

Where no employee possesses the skills, ability and qualifications, the Company may hire a person from outside the bargaining unit to fill the vacancy.

14.07 INTER-EMPLOYER TRANSFERS OF EMPLOYEES

- 1. The Union acknowledges and agrees that neither Employer is under any obligation to accept applications from or offer positions to employees of the other Employer.**
- 2. In the event that an employee requests a transfer from one Employer to the other and the second Employer agrees to accept that request, the following conditions shall apply:**
 - a. The Employer shall recognize all service credits earned by the employee while employed with the sister Employer.**
 - b. The Employer and the Union shall recognize all seniority earned by the employee while employed with the sister Employer.**
 - c. Article 14.03 of each collective agreement shall apply insofar as the employee shall serve a 'trial period' of one-hundred twenty (120) days worked in the new position for the hiring Employer.**
 - d. Should the employee fail to successfully complete the trial period, they shall be returned to their former position and former employer with no loss of service credits or seniority.**
 - e. Should the employee return to their former position for any reason, any subsequent hires or transfers that resulted from the initial transfer of the employee shall be reversed.**

ARTICLE 15 – LAY OFF

- 15.01(a)** For the purposes of this Collective Agreement, a "layoff" will be defined as a reduction in the workforce which results in a displacement of employee(s) and/or a loss of employment. Such a layoff shall be deemed indefinite if any employee(s) is laid off for a period of sixty (60) working days or more and temporary if for a period of less than sixty (60) working days. In such circumstances, affected employees shall have the right to: accept the layoff and retain their recall rights for twelve (12) months or exercise their bumping

rights.

- (b) Should it become necessary to reduce the workforce within a classification, employees shall be laid off in reverse order of seniority in that classification. Once all laid off employees have been identified, those electing to bump shall do so in order of seniority. Each employee so affected shall then be able to bump the most junior employee in any classification for which they are qualified. When employees bump into a classification with a lower pay rate their wages shall be red circled.
 - (c) Employees who have accepted a layoff shall be recalled in order of seniority and may be eligible to fill a vacancy provided they have the necessary qualifications. Any promotion to a leadership role will be posted and filled as per Article 14.03. Still, the employee may be required to serve a familiarization period of sixty (60) to one hundred twenty (120) days worked upon return and may be returned to lay-off status if management determines their performance to be less than satisfactory. When employees are recalled to a vacancy in a lower pay rate their wages will be red-circled.
 - (d) When a displaced employee's former position becomes vacant during the twelve (12) month recall period, they must return to that position, except when they have successfully applied for a posted vacancy. Should their former position become vacant in the following twelve (12) month period, they shall be afforded one (1) opportunity to return to it prior to the job being posted. If the employee declines this opportunity, their red-circle shall cease and they will be paid at the rate of pay of the classification they occupy.
- 15.02 (a)** No member of the Bargaining Unit shall be laid off if any other employment for such member is available with the Company. In the event that a reduction of staff does occur – probationary and/or temporary employees, students, contractors and/or any other persons who are not full time permanent employees (who are performing the work that the laid off employee is capable and qualified to perform) shall be released before any Bargaining Unit employee is laid off.
- (b) Should such a layoff be deemed indefinite, the Company shall provide any employee(s) so affected written notification of same at least ten (10) working days in advance of the effective date of said layoff (or payment in lieu thereof). A copy of said notice will be forwarded to the Union.

Within twelve (12) months of accepting a layoff, an employee shall be recalled to a vacancy for which they are qualified provided a vacancy occurs

within the recall period. The employee(s) shall be advised of the Company's intentions by registered mail to the last known address of the employee. The employee affected shall notify the Company by registered mail of any change in address. Failure of the employee, to whom the notice is mailed, to report for work within five (5) working days will terminate the employee's seniority rights, employment any obligations on the part of the Company to that employee.

ARTICLE 16 – LEAVE OF ABSENCE

16.01 REQUEST FOR LEAVE

No employee covered by the terms of this Agreement shall absent themselves from duty without first obtaining permission in writing from their immediate supervisor.

16.02 UNPAID LEAVE

When an approved unpaid leave of absence exceeds thirty (30) consecutive working days, the employee on such leave of absence will be subject to the following conditions:

- i) they shall not accumulate any additional seniority;
- ii) they will accumulate no further sick leave or vacation credits;
- iii) they will be responsible for the payment of the total cost of all benefits normally subsidized by the Company. This applies to such items as the Company's contribution to OMERS, all supplementary health plans, insurance premiums, etc. The employee will still be allowed to participate in the benefit of the group rate as long as the employee prepays the required monies to the Company.
- iv) All the foregoing conditions will only apply for the approved length of time of the leave of absence, after which they will not be considered an employee any longer.

16.03 BEREAVEMENT LEAVE

In the event of the death of a member of the immediate family of a regular employee he shall be granted a leave of absence with pay for five (5) consecutive working days in order that the employee may arrange for and attend the funeral. The immediate family includes parent, spouse, son, daughter. In any event, the employee will suffer no loss of pay on the day of

the funeral.

In the event of the death of a member of the family of a regular employee, he shall be granted a leave of absence with pay for three (3) consecutive working days in order that the employee may arrange for and attend the funeral. The family includes parent in law, sister, brother, grandparents and grandchildren. In any event, the employee will suffer no loss of pay on the day of the funeral.

An employee will be allowed one (1) day without loss of pay to attend the funeral of a brother-in-law, sister-in-law, aunt and uncle.

It is agreed that the employee will contact their supervisor, or other management person, to request leave of absence and advise of the relationship and all necessary facts.

It is understood and agreed that Bereavement pay is wage loss replacement, therefore bereavement pay will not be paid for Saturday and Sunday, unless the employee was required to work those days.

16.04 JURY DUTY

The Company will pay an employee, who is required to serve on a jury or coroner's inquest, the difference between the employee's normal pay and the amount of compensation received for such service minus mileage payment. The employee will present proof of service and the amount of pay received.

16.05 WITNESS

The Company will pay an employee who is subpoenaed to appear as a witness in any court of law or other tribunal in the Province in which the employee resides, the difference between the employee's normal pay and the amount of compensation received for such service minus mileage payment. The employee will present proof of service and the amount of pay received.

16.06 PREGNANCY/PARENTAL AND ADOPTION LEAVE(S)

Pregnancy, Parental and Adoption Leaves shall be granted in accordance with the Employment Standards Act as amended or revised. Major medical, dental, vision, shall be continued for pregnancy, parental and adoption leave only. Seniority continues to accrue.

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

16.07 EMERGENCY FAMILY LEAVE

Unpaid Emergency Family leave will be granted in accordance with the Employment Standards Act and further employees may make up earnings up to a maximum of three (3) days per year by working time in lieu as mutually agreed with their management supervisor.

ARTICLE 17 - ALLOWANCES

17.01 COMPENSABLE DISABILITY GRANT

When a regular employee, through their employment by the Company, suffers a disability which is compensable under the Workplace Safety and Insurance Act, the Company will pay the difference between the compensation award and the normal wages of the employee, less income tax deduction, for a period of up to one (1) year.

The Company will provide continuity of normal take-home pay to the employee by way of advance until payments from WSIB are received. The employee will reimburse the Company of pay advances.

17.02 TOOLS AND CLOTHING

- (a) Clothing and Tools: The Company agrees to supply the following items at no cost to the employees when it is determined that they are required for the performance of normal duties:

Rainwear including mud suits

Rubber boots

Rubber gloves and leather cases for rubber gloves

Flash glasses including goggles and face shields

Leather gloves

Hard hats

Identification card will be provided to all employees

Spurs, body belts, pole strap and hand tools
Five (5) Long Sleeve or Short Sleeve, or combination of, High Visibility Fire Retardant Shirts
One (1) pair of Non-insulated High Visibility Fire Retardant Overalls
One (1) Insulated High Visibility Fire Retardant Overalls
One (1) Summer High Visibility Fire Retardant Jacket
One (1) Insulated High Visibility Fire Retardant Jacket One (1) FR Hoodie
Three (3) FR Pairs of Pants
One (1) FR Hardhat Liner
One (1) FR Balaclava

CSA approved work boot allowance upon the provision of a receipt;

January 1, 2019	up to \$220.00/annum
January 1, 2020	up to \$235.00/annum
January 1, 2012	up to \$250.00/annum

The Company agrees to supply one (1) pair of prescription safety flash goggles every twelve (12) months upon receipt of prescription and previously supplied goggles.

It is understood that each employee will make the best use of such equipment for the employee's own safety and the protection of others while performing hazardous work.

It is understood that any equipment supplied by the Company is only to be used in performance of the Company's business and will only be replaced when the worn out or broken item is turned in.

ARTICLE 18 - GENERAL

18.01 BULLETIN BOARD

The Company will arrange for a bulletin board, at a location as mutually agreed between the parties, including all storefront locations, which may be used by the Union for posting notices which shall be subject to approval by the senior manager before posting. Notices of routine union meetings or conferences will not require management approval. There shall be no general distribution or posting of any other notices of any kind upon Company property other than as herein provided.

18.02 REST PERIODS

Each employee shall be entitled to a ten (10) minute rest period normally in the middle of the first half and second half of each scheduled work day. Rest periods shall be normally taken at the work site unless otherwise approved by management.

18.03 CONTRACTING OUT

The Company hereby agrees that no work shall be sublet or contracted-out to any person or firm at the expense of any of the Company's regular employees being laid off.

18.04 PAY DAY

The employees may normally expect to receive their pay cheques via direct deposit by noon on Friday of every second week.

18.05 INFORMATION

The Company shall notify the Union of any proposed change which may have a major effect on the employees' wage rates or working conditions.

18.06 JOB CLASSIFICATION

It is mutually agreed that during the life of the agreement the employer shall:
Review and revise job titles and descriptions for Schedule "A" employees.
Provide training and supervision for new tasks and responsibilities.

18.07 WORKFARE

The Company agrees that, in the event that participation in Workfare (or like) is being considered, it will discuss such participation with the Union prior to implementation.

18.08 GENDER APPLICATION

Wherever the masculine gender is used throughout the Articles within this Agreement, it is agreed that the feminine gender is an acceptable substitute whenever the feminine gender is applicable.

18.09 SINGULAR/PLURAL APPLICATION

Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural gender is applicable.

- 18.10** The Company agrees to provide all employees with a approximately 8.5" X 5.5" copy of the Collective Agreement.

ARTICLE 19 – COMMITTEES

- 19.01** The union shall provide the Company with a list of Principal Steward/stewards to be revised from time to time as changes occur. The Company will recognize the Principal Steward/stewards whose function will be to deal with matters arising out of this agreement. The Company will provide the union with a list of supervisors to whom grievances and other relevant matters may be submitted.

- 19.02** The Union acknowledges that Principal Steward/stewards have their regular work to perform and such persons will not leave their duties without firstly receiving permission from management, which permission will not be unreasonable withheld.

- 19.03** The Company agrees, for direct negotiations prior to conciliation, there shall be no loss of base wages and benefits for two (2) members of the Union Negotiation Committee.

- 19.04** The Parties agree that a positive approach to labour relations is vital to achieve long term success for both the Company and its employees. Therefore, both the parties agree to deal with issues around this agreement as partners rather than adversaries.

The Company will recognize a committee of not more than two (2) regular employees and a representative(s) of the Power Workers' Union at any Union- Management meeting

Labour/Management relations meetings will be held at the request of either party and be conducted as follows;

- i. the meeting will be chaired by the President & CEO, or his designate
- ii. the Agenda will be set two (2) weeks prior to the meeting
- iii. new items can be tabled at the meeting
- iv. minutes will be prepared and jointly agreed and signed one (1) week after the meeting
- v. additional meetings may be held on an as required basis
- vi. meetings will be held on Company time and premises

19.05 The Parties recognize the obligation and responsibility to ensure the establishment and maintenance of safe working conditions and practices and further recognize that the employees must abide by all safety rules and regulations established by the EUSA safety rules which are accepted as the minimum standard.

Joint Health and Safety Committee – The Union will be represented on the Joint Health and Safety Committee by being selected by its members or by the Union. The representative like other committee members will be entitled to take paid time to attend inspections and investigations.

The Committee shall principally have the following functions:

- To identify potential hazards
- To evaluate these potential hazards
- To recommend corrective action, and
- To follow up implemented recommendations

19.06 If the Union requires a Union representative to be released from their normal duties to perform Union business or attend training provided it does not interrupt or impede normal operations of the Company, permission will not be unreasonably withheld. The Union will compensate the Company at the employee's normal rate of pay plus burden.

19.07 If the Union requires a Union member to be released from their normal duties to perform Union business or attend training, the Company may, at its sole discretion release the employee from work. The Union will compensate the Company at the employee's normal rate of pay plus burden.

ARTICLE 20 – JOB CLASSIFICATIONS AND WAGE RATES

20.01 Job classification(s) and wage rates(s) shall be as they appear in "Schedule A" which constitutes part of this agreement. The Company shall discuss with the Union any changes to existing job classifications and wage rates, or the introduction of new job classifications and new wage rates, within five (5) working days. Where a difference arises between the parties, the Company may introduce the new or amended classification or wage rates, but either party may require that the difference between them be submitted directly to the Grievance Process outlined in Article 7 of this agreement, the decision shall be binding on both parties.

The attached schedules covering job classifications and wage rates shall be part of this Agreement and are included, as described above, for the payment of wages only. The classification and wages shall be listed in Schedule "A" attached.

SCHEDULE "A"

Effective January 1, 2019 – 2.3% general wage increase to all PWU employees

Effective January 1, 2020 – 2.3% general wage increase to all PWU employees

Effective January 1, 2021 – 2.3% general wage increase to all PWU employees

ARTICLE 21 - DURATION OF AGREEMENT

21.01 This agreement shall commence on January 1, **2019** and will remain in force and effect until December 31, **2021** and thereafter from year to year unless terminated or amended by notice in writing by either party within ninety (90) days prior to the date of termination.

21.02 During the discussions or negotiations upon any proposed renewal or revision of this Agreement, the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until a satisfactory settlement has been reached or until the conciliation procedure has been completed.

SCHEDULE "A" - OUTSIDE EMPLOYEES

ETPL Schedule A 2019 - 2021		2.30% per year			
Classification	Progression Percentage		2019	2020	2021
Outside					
Crew Foreperson - Lines		110.0%	45.66	46.71	47.79
Lines Foreperson		107.5%	44.62	45.64	46.69
Lineperson	48	100.0%	41.51	42.46	43.44
	36	90.0%	37.36	38.21	39.10
	24	80.0%	33.21	33.97	34.75
	12	70.0%	29.06	29.72	30.41
	Start	60.0%	24.91	25.48	26.06
Utility Operations Field Technician	48	100.0%	41.51	42.46	43.44
	36	90.0%	37.36	38.21	39.10
	24	80.0%	33.21	33.97	34.75
	12	70.0%	29.06	29.72	30.41
	Start	60.0%	24.91	25.48	26.06
Sub-Foreperson - Meter		105.0%	40.16	41.78	43.44
Meter Technologist	48	100.0%	38.25	39.79	41.37
	36	95.0%	36.34	37.80	39.30
	24	90.0%	34.43	35.81	37.23
	12	85.0%	32.51	33.82	35.16
	6	75.0%	28.69	29.84	31.03
Start	70.0%	26.78	27.85	28.96	
Electrical Engineering Technologist	48	100.0%	42.84	43.83	44.84
	36	95.0%	40.70	41.64	42.60
	24	90.0%	38.56	39.45	40.36
	12	85.0%	36.41	37.26	38.11
	6	75.0%	32.13	32.87	33.63
Start	70.0%	29.99	30.68	31.39	
Design Technician	48	100.0%	38.25	39.79	41.37
	36	95.0%	36.34	37.80	39.30
	24	90.0%	34.43	35.81	37.23
	12	85.0%	32.51	33.82	35.16
	6	75.0%	28.69	29.84	31.03
Start	70.0%	26.78	27.85	28.96	

ETPL Schedule A 2019 - 2021			2.30% per year		
Classification	Progression Percentage		2019	2020	2021
Outside					
GIS/CAD Technician	48	100.0%	35.83	36.65	37.49
	36	95.0%	34.04	34.82	35.62
	24	90.0%	32.25	32.99	33.74
	12	85.0%	30.46	31.15	31.87
	6	75.0%	26.87	27.49	28.12
	Start	70.0%	25.08	25.66	26.24
Inventory Control	36	100.0%	33.30	34.07	34.85
	24	95.0%	31.64	32.37	33.11
	12	90.0%	29.97	30.66	31.37
	6	80.0%	26.64	27.26	27.88
	Start	75.0%	24.98	25.55	26.14
Team Lead Field Services		105.0%	35.47	36.29	37.12
Field Services Representative	36	100.0%	33.78	34.56	35.35
	24	95.0%	32.09	32.83	33.58
	12	90.0%	30.40	31.10	31.82
	6	80.0%	27.02	27.65	28.28
	Start	75.0%	25.34	25.92	26.51
Backhoe Operator	36	100.0%	32.65	33.40	34.17
	24	95.0%	31.02	31.73	32.46
	12	90.0%	29.39	30.06	30.75
	Start	85.0%	27.75	28.39	29.04
General Labourer	24	100.0%	25.72	26.31	26.92
	12	95.0%	24.43	24.99	25.57
	6	90.0%	23.15	23.68	24.23
	Start	85.0%	21.86	22.36	22.88

Note 1:

Movement from one level to another [up to one hundred per cent (100%)] in all schedules is by routine progression and depends upon satisfactory performance in the classification.

Note 2:

It is understood that in the Company outside staff schedule, completion of the MEA Lineman Training Course successfully is a requirement of the classification for all employees.

Special increases

- **Meter Technician qualifications to increase from Technician to Technologist or equivalent education/experience. Rate increase of \$.65 per hour effective January 1, 2019, rate increase of \$.65 per hour effective January 1, 2020, rate increase of \$.65 per hour effective January 1, 2021, to be applied prior to the general wage increase.**
- **Design Technicians education requirement to be a minimum of a two-year electrical engineering diploma. Rate increase of \$.65 per hour effective January 1, 2019, rate increase of \$.65 per hour effective January 1, 2020, rate increase of \$.65 per hour effective January 1, 2021, to be applied prior to the general wage increase.**

SCHEDULE "A" – INSIDE EMPLOYEES

ETPL Schedule A 2019 - 2021		2.30% per year			
Classification	Progression	Percentage	2019	2020	2021
Inside					
Accounting Clerk	36	100.0%	31.35	32.07	32.81
	24	95.0%	29.78	30.47	31.17
	12	90.0%	28.22	28.86	29.53
	6	85.0%	26.65	27.26	27.89
	Start	80.0%	25.08	25.66	26.25
Receptionist/Accounting Support	24	100.0%	25.72	26.31	26.92
	12	95.0%	24.43	24.99	25.57
	6	90.0%	23.15	23.68	24.23
	Start	85.0%	21.86	22.36	22.88
IS Generalist	36	100.0%	34.97	35.77	36.59
	24	95.0%	33.22	33.98	34.76
	12	90.0%	31.47	32.19	32.93
	6	85.0%	29.72	30.40	31.10
	Start	80.0%	27.97	28.62	29.27
Regulatory Clerk	36	100.0%	34.97	35.77	36.59
	24	95.0%	33.22	33.98	34.76
	12	90.0%	31.47	32.19	32.93
	6	85.0%	29.72	30.40	31.10
	Start	80.0%	27.97	28.62	29.27
Team Lead Collections & Payments		100.0%	33.78	34.56	35.35
Collections Clerk	36	100.0%	31.35	32.07	32.81
	24	95.0%	29.78	30.46	31.17
	12	90.0%	28.22	28.86	29.53
	6	85.0%	26.65	27.26	27.89
	Start	80.0%	25.08	25.65	26.25
Team Lead - Billing		100.0%	33.78	34.56	35.35
Billing Clerk	36	100.0%	31.35	32.07	32.81
	24	95.0%	29.78	30.47	31.17
	12	90.0%	28.22	28.86	29.53
	6	85.0%	26.65	27.26	27.89
	Start	80.0%	25.08	25.65	26.25
Office Clerk	24	100.0%	27.55	28.18	28.83
	12	95.0%	26.17	26.77	27.39
	6	90.0%	24.80	25.36	25.95
	Start	85.0%	23.42	23.95	24.51
Engineering & Ops Clerk	36	100.0%	31.35	32.07	32.81
	24	95.0%	29.78	30.47	31.17
	12	90.0%	28.22	28.86	29.53
	6	85.0%	26.65	27.26	27.89
	Start	80.0%	25.08	25.65	26.25

SCHEDULE "A" – CO-OPERATIVE/SUMMER STUDENT WAGE RATE

50% of the job rate of the classification which the Company identifies as the closest comparator to the substantive duties of the student or minimum wage, whichever is greater.

- The Co-Operative/Summer Students will be part of the bargaining unit
- The parties will meet and come to agreement with regards to the duties of the Co-Operative/Summer Student job description
- There will be no layoffs while a Co-Operative/Summer Student is employed
- Co-Operative/Summer Student will not accrue service credit
- Co-Operative/Summer Students will only be considered for a vacancy after all internal applicants have been given reasonable consideration for the vacancy

MEMORANDUM OF AGREEMENT

Between

ERTH Power Corporation
(hereinafter referred to as 'the Employer')

And

POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 1000 – CLC
(HEREINAFTER CALLED "THE UNION")

Regarding the matter of: Co-op Apprentices

The parties agree to the following:

- 1.0 Notwithstanding the intent and meaning of Article 20 of the Collective Agreement, it is agreed that the following classification and wage rate will become part of the current Collective Agreement under Schedule "A" - OUTSIDE EMPLOYEES

Classification: Co-op/ Apprentice Powerline Technician

Wage Rate: **50% of the Powerline Technician's job rate**

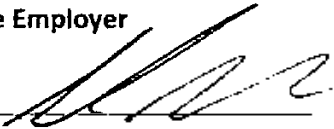
If upon successful completion of the 1st work term and successfully completing the 2nd semester as a Powerline Technician Training the student returns for his 2nd Work Term the wage rate will be as per the collective agreement for a starting apprentice.

- 2.0 University/College Co-op Program Students are hired for learning work experience, not to replace regular PWU employees or to perform work of a PWU member on an ongoing basis. This is not intended to prohibit the student from performing work assignments. However, where these assignments amount to the student being placed in a position for which a wage has been established, the student shall be paid the rate for that position.
- 3.0 It is agreed that the Job Description created March 30, 2011 for this

classification is acceptable with the understanding that the Essential Duties and Responsibilities are restricted to level one apprentice duties. The Employer agrees that it will employ no more than one (1) co-op powerline technician at any time in each service centre (three (3) in total) per work term and forwarded from year to year unless mutual agreement between the parties changes the provisions of this midterm.

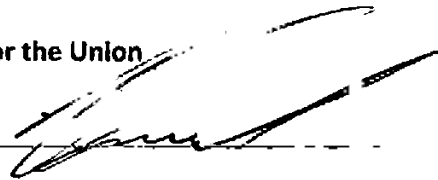
The co-op student will pay union dues as applicable but will not have the right to gain seniority nor will they have any right to any posted positions. The student will not be utilized in any planned overtime situations or have the right to any provisions in the collective agreement bargained between the parties.

For the Employer



September 16, 2019
Date

For the Union



September 5, 2019
Date

APPENDIX "A"Vacation Pay Entitlement

Upon termination or retirement, or in the event of termination as a result of merger/amalgamation or sale, bargaining unit employees hired by Ingersoll Public Utility Commission prior to January 1, 1995, will be entitled to the following vacation pay:

- 1) Number of days of vacation entitlement for the year prior to termination or retirement, plus
- 2) Number of days vacation entitlement for current year (prorated to termination or retirement date) less any used vacation

This calculation applies to the following bargaining unit employees:

Eric Hart

Melissa Labreche

Jill Beemer

Vacation pay entitlement upon termination or retirement, or in the event of termination as a result of merger/amalgamation or sale, for all other bargaining unit employees will be based on prorated current year entitlement less any used vacation.

Letter of Understanding

BETWEEN:

POWER WORKERS' UNION

CANADIAN UNION of PUBLIC EMPLOYEES, LOCAL 1000, C.L.C

(the "Union")

-and-

ERIE THAMES SERVICES CORPORATION

(now called **ERTH POWER CORPORATION**)

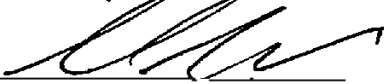
(the "Employer")

The Union and the Employer concurrently enter into a collective agreement (the "Agreement") on the following fundamental understandings:

1. The Employer, while denying that the Union is entitled to relief under sections 1(4) or 69 of the Ontario *Labour Relations Act, 1995* (the "Act"), acknowledges that the Union, by entering into the Agreement, is not waiving any rights which it may otherwise have to relief under those provisions.
2. The Union acknowledges that the Employer enters into this Agreement without prejudice to its position with respect to any claim of the Union in its current Ontario Labour Relations Board application (Board File No. 1020-01-R) or any successor application thereto, and further declares that the position of the other corporate entities in respect of which the Union seeks relief cannot be prejudiced by the fact that the Employer has entered into or is bound to the Agreement.

This Letter is binding, at the option of any party seeking to enforce it, as a part of the Agreement and also pursuant to section 96(7) of the *Act*.

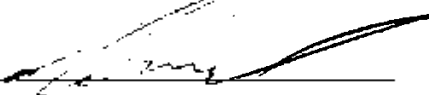
For the Employer



September 16, 2019

Date

For the Union



September 5, 2019

Date

LETTER OF UNDERSTANDING

Between

ERTH POWER CORPORATION
(hereinafter referred to as 'the Employer')

And

POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1000 - CLC
(hereinafter referred to as "THE UNION")

Re: FLEXTIME SCHEDULE "A" - INSIDE EMPLOYEES

The parties agree to the following:

- 1.0 Notwithstanding the intent and meaning of Article 8 of the Collective Agreement, the Inside Employees outlined in Schedule "A", shall flex in rotation allowing employees to leave early on Friday afternoons.

Employees may request to be excluded from flextime if need be. Such requests shall be submitted in writing to the Union and the immediate Supervisor of the department.

- 2.0 Flex Schedule

Schedule A Inside employees will flex in rotation, two (2) employees per week will take a half hour lunch Monday to Thursday, banking two (2) hours.

The two (2) hours together with the one-hour lunch will allow the employees to leave three (3) hours early on Friday of that week.

When requested by the employee, **or at the discretion of management**, the logged flex time can be used on another day, as long as it falls within the same week. **If circumstances arise where the flextime cannot be used in that same week, the time will be added to the employee's vacation bank.**

If a flexing employee is on leave or a stat holiday falls within their flex week, only the amount of time banked in the week can be used (i.e. if Friday is a stat holiday then the employee will leave two and a half (2.5) hours early on Thursday).

Flex time schedules for a three (3) month period at a time will be completed by the immediate Supervisor of each department and will be distributed to the employees.

It is understood that there will be no trading of flex time.

For the Employer



September 16, 2019

Date

For the Union



September 5, 2019

Date

LETTER OF UNDERSTANDING

Between

ERTH POWER CORPORATION
(hereinafter referred to as 'the Employer')

And

POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1000 – CLC
(hereinafter referred to as "THE UNION")

Re: COMPRESSED WORK WEEK (four tens) SCHEDULE "A" - OUTSIDE EMPLOYEES

The parties agree to the following:

- 1.0 Notwithstanding the intent and meaning of Article 8 of the Collective Agreement, the normal work week of the employees outlined in Schedule "A" (outside employees) shall be forty (40) hours consisting of five (5) days of eight (8) hours not before 0600 hours and not later than 1630 hours Monday to Friday inclusive or; four (4) days of ten (10) hours not before 0600 hours and not later than 1700 hours Monday to Thursday inclusive or Tuesday to Friday inclusive. Within a given day or week, the specific hours of work of individual employees may differ as long as they remain within the foregoing limits.

Where there are insufficient volunteers **for ten (10) hour shifts**, management reserves the right to assign employees to jobs that warrant utilizing the compressed work week. If no volunteers then the most junior qualified would be selected first. Two (2) weeks notice of any shift start/stop times will be provided prior to any change in scheduling. The Union will be notified well in advance if the required 2 weeks notice can not be met.

3.0 **Meals**

Employees working four/tens will be granted a twenty (20) minute paid lunch break to be taken at the job site, in the middle of the workday, but in no circumstances shall an employee work more than five (5) hours without a meal break.

4.0 **Vacation**

Employees designed to work four/tens who are on vacation for a full week shall have a normal work week of forty (40) hours charged to their vacation entitlement. Employees who take vacation in increments of less than one (1) week will have their vacation charged based on the schedule hours of work for the period they are on vacation. For greater clarity, the sum of the hours worked and the hours taken as vacation shall equal forty (40) in any week when an employee takes vacation. Should the employee have insufficient vacation entitlement, they may be allowed to request the use of lieu time or an unpaid leave of absence.

4.0 **Sickness**

Employees working a four/ten work week and are absent from work due to illness shall be paid ten (10) hours of sick pay if they normally work a forty (40) hour week.

5.0 **Statutory Holidays**

Employees who work a four/ten work week that includes a Statutory Holiday, shall work three (3) ten (10) work days and shall receive eight (8) hours' pay for the Statutory Holiday if they normally work a forty (40) hour work week. In order that the employee shall not suffer any loss of wages as a result of working a compressed work week, an additional two (2) hours pay will be included in the employee's weekly pay, and the employee will be required to work, request vacation or lieu time or otherwise gain credit for the addition of the two (2) hours, through arrangements with their direct supervisor. All efforts will be made to work the additional required hours within one week of the statutory holiday.

6.0 **Service Center**

Where work requires that the compressed work week will continue for a period of time greater than a one (1) week, employees will be required to report to their regular work center either Aylmer, **Goderich** or Ingersoll at their normal scheduled start time starting on day two (2). Their shift will then commence and mileage will be paid for the use of personal vehicles between the Ingersoll, **Goderich** and Aylmer service centers **if the Company requests the use of the employee's personal vehicle.**

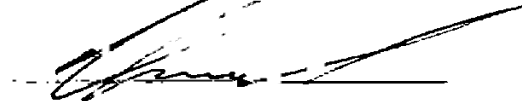
For the Employer



September 16, 2019

Date

For the Union



September 5, 2019

Date

Between

ERTH POWER CORPORATION
(hereinafter referred to as 'the Employer')

And

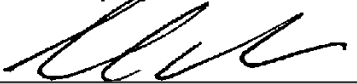
POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1000 – CLC
(hereinafter referred to as "THE UNION")

Re: SICK LEAVE CREDITS - HIGHWAY 8 EMPLOYEES

The parties agree to the following:

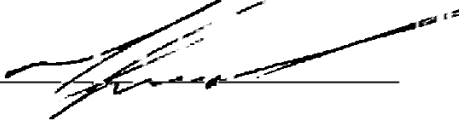
Bill VanWyk, and Philip Graul will be credited with eighty five (85) sick days, which includes 15 weeks as noted in 11.04, sick leave bank to be used to top up their **STD** payments until their bank is exhausted.

For the Employer



September 16, 2019
Date

For the Union



September 5, 2019
Date

LETTER OF UNDERSTANDING

Between

ERIE THAMES POWERLINES (now called EARTH POWER CORPORATION)
(hereinafter referred to as 'the Employer' or 'the Company')

And

POWER WORKERS' UNION CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 1000 – CLC
(hereinafter referred to as "THE UNION")

The following Letter of Understanding is replacing the Memorandum of Agreement regarding the agreement on December 10, 2010 to terms and conditions surrounding the transfer of employees between Ecaliber and Erie Thames Powerlines (**now called EARTH Power**):

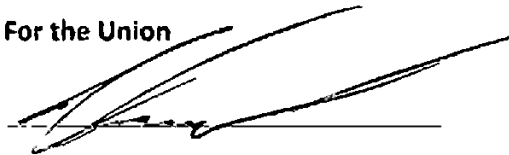
The Company hereby agrees, in the event that any classifications are moved to EARTH Holdings Inc., the employees will follow with their classification to that Company. The employee(s) will maintain all seniority and service, wage rate and benefits accumulated.

For the Employer



September 16, 2019
Date

For the Union



September 5, 2019
Date

LETTER OF UNDERSTANDING

Between

ERTH POWER CORPORATION
(hereinafter referred to as 'the Employer')

And

POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1000 – CLC
(hereinafter referred to as "THE UNION")

Re: Accrued paid sick leave of Employees of Goderich Hydro

In the matter of the accrued paid sick leave of employees of Goderich Hydro

Whereas ERTH Power Corporation and Goderich Hydro merged on January 8, 2019 and;

Whereas the employees of ERTH Power Corporation are represented by the Union and;

Whereas the employees of Goderich Hydro are represented by CUPE and;

Whereas the Union is in the process of assuming the bargaining rights of the employees of Goderich Hydro and;

Whereas the Parties have completed collective bargaining prior to the Union assuming those bargaining rights and;

Whereas, when the Union does assume those bargaining rights, the employees of Goderich Hydro will become subject to the collective agreement between the Employer and the Union and;

Whereas the employees of Goderich Hydro have accrued paid sick leave under their collective agreement and;

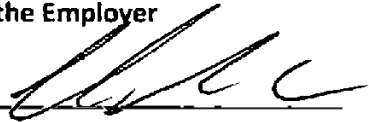
Whereas the collective agreement between the Parties does not contain an accrued sick leave plan but rather a provision for a maximum of 15 weeks of paid sick leave per year.

Therefore, the Parties agree to the following provisions:

1. This agreement shall come into force and effect on the day that the Union legally assumes the bargaining rights for the employees of Goderich Hydro.
2. The accrued sick leave balances of each of the six (6) employees of Goderich Hydro will be calculated on the day the Union assumes their bargaining rights.

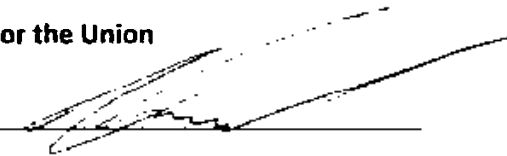
3. These balances will be reduced by seventy-five (75) days to account for the provisions of the collective agreement, with no resulting balance being less than zero (0).
4. The resultant balances of accrued sick leave will then be frozen.
5. In the event that an employee subject to this agreement requires paid sick leave, they shall first draw on the sick leave plan provided for in the collective agreement.
6. In the event that an employee subject to this agreement exhausts their paid sick leave entitlement as provided for under this collective agreement, they may then opt (in writing) to utilize their frozen sick leave bank as described in 4 above until such time as it is exhausted.
7. No employee shall be allowed to use this frozen sick bank to 'top-up' their Long-Term Disability Benefits or WSIB Benefits.
8. Any remaining credits in an employee's frozen sick bank at the time of their termination of employment (for any reason), shall have no cash value.
9. Unless specifically provided for herein, all other terms and conditions of the collective agreement shall apply.

For the Employer



September 16, 2019
Date

For the Union



September 5, 2019
Date

LETTER OF UNDERSTANDING

Between

ERTH POWER CORPORATION
(hereinafter referred to as 'the Employer')

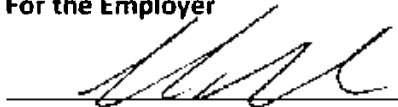
And

POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1000 – CLC
(hereinafter referred to as "THE UNION")

Re: Goderich Hydro Retiree Benefits

The Employer shall continue to pay one hundred percent (100%) of the cost of Extended Health Care, Vision and Dental for retirees who are 55 years of age or older to age 65 for Tim Martin, Mike O'Brien, Luke Shepard, Brad Lapp, Bill Wraith and Gwen Hastings, provided they have been employed by the Goderich P.U.C./Goderich Hydro/ERTH Power for 23 years or more.

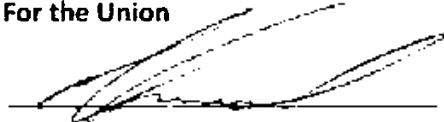
For the Employer



September 16, 2019

Date

For the Union



September 5, 2019

Date

LETTER OF UNDERSTANDING

Between

ERTH POWER CORPORATION
(hereinafter referred to as 'the Employer')

And

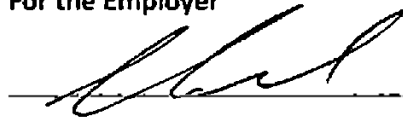
POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1000 – CLC
(hereinafter referred to as "THE UNION")

Re: Mapping of former Goderich Hydro employees

The parties agree to the following mapping of the former Goderich Hydro employees, as of the date of ratification, to be mapped into the classifications as per the ERTH Power wage schedules:

- Tim Martin shall be mapped to the Crew Foreperson.
- Luke Shepard shall be mapped to the Lines Foreperson.
- Mike O'Brien and Brad Lapp shall be mapped to the Linesperson.
- Bill Wraith shall be mapped to the Field Services Representative.
- Gwen Hastings shall be mapped to the Collections Clerk.

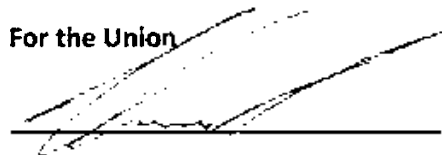
For the Employer



September 16, 2019

Date

For the Union



September 5, 2019

Date

LETTER OF UNDERSTANDING

Between

ERTH POWER CORPORATION
(hereinafter referred to as 'the Employer')

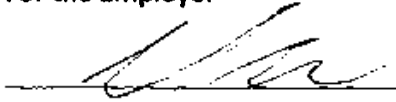
And

POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1000 – CLC
(hereinafter referred to as "THE UNION")

RE: Work Centre Relocation

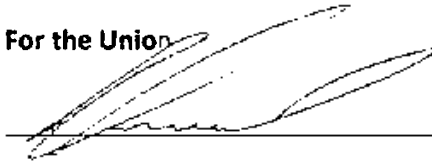
1. This agreement is intended to address the circumstance when the Employer transfers an employee involuntarily from one work centre to another.
2. The Union recognizes the right of the Employer to transfer employees between work locations.
3. In the event that the Employer transfers an Employee from one work location to another work location that is in excess of forty (40) km away and the employee lives further away from the newly assigned work centre, the Employer will compensate the Employee on a one (1) time basis with a taxed payment of five thousand dollars (\$5,000). Or;
4. If the Employee relocates their primary residence more than forty (40) km closer to their new work location the Employer will compensate the Employee on a one (1) time basis with a payment of four thousand dollars (\$4,000) in an un-taxed manner provided the Employee provides receipts for real estate, legal and/or moving fees to a corresponding amount.
5. In recognition of the fact that the Employer relocated the employees at the Mitchell Operating Centre to Goderich on November 16, 2018, this agreement shall apply to Phil Graul, Brett Finlayson and Kyle Vernberne retroactively. This agreement shall not apply to Bill VanWyck.
6. In addition, the Employer will reimburse employees for mileage for the period between November 16, 2018 and January 8, 2019 in accordance with Article 8.08 as follows:
 - a. Brett Finlayson – 26 round trips at 51 km for \$1,219.92
 - b. Kyle Verberne – 30 round trips at 51 km for \$1,407.60
 - c. Bill VanWyck - 30 round trips at 20 km for \$552.00
7. Unless specifically provided for herein, all other terms and conditions of the collective agreement shall apply.

For the Employer



September 16, 2019
Date

For the Union



September 5, 2019
Date

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 16 day of September, 2019.

FOR THE EMPLOYER

ERTH Power Corporation

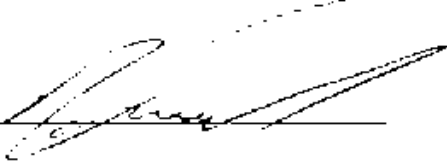


September 16, 2019

Date

FOR THE UNION

Power Workers' Union



September 5, 2019

Date