

COLLECTIVE AGREEMENT

Between:

HEARST POWER DISTRIBUTION COMPANY

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 1536-02**

Effective Dates:

April 1st, 2024 to March 31st, 2027

TABLE OF CONTENTS

SUBJECT	PAGE
ARTICLE 1 – MANAGEMENT RIGHTS	2
ARTICLE 2 - RECOGNITION.....	2
ARTICLE 3 – REPRESENTATION OF THE UNION	2
ARTICLE 4 – CHECK OFF UNION DUES	3
ARTICLE 5 – CORRESPONDENCE.....	3
ARTICLE 6 – STEWARD	3
ARTICLE 7 – GRIEVANCE PROCEDURE	4
ARTICLE 8 – ARBITRATION.....	4
ARTICLE 9 – SENIORITY	5
ARTICLE 10 – TEMPORARY TRANSFERS AND REASSIGNMENTS	7
ARTICLE 11 – JOB POSTINGS	7
ARTICLE 12 – JURY DUTY	7
ARTICLE 13 – BEREAVEMENT LEAVE.....	8
ARTICLE 14 – PAID HOLIDAYS	8
ARTICLE 15 – VACATION WITH PAY	9
ARTICLE 16 – HOURS OF WORK AND OVERTIME	11
ARTICLE 17 – BENEFITS	12
ARTICLE 18 – LIFE INSURANCE	13
ARTICLE 19 – SHORT TERM SICKNESS AND BENEFITS	13
ARTICLE 20 – LONG TERM DISABILITY.....	14
ARTICLE 21 – NO STRIKES/NO LOCKOUTS.....	15
ARTICLE 22 – BULLETIN BOARDS	15
ARTICLE 23 – CLOTHING/FOOTWEAR.....	15
ARTICLE 24 – PENSION PLAN.....	15
ARTICLE 25 – TERMINATION	15

SIGNATURES..... 17
LETTER OF UNDERSTANDING - OVERTIME..... 18
WAGE SCHEDULE..... 19
APPENDIX A – LONG TERM DISABILITY BENEFITS.....20

ARTICLE 1 - MANAGEMENT RIGHTS

- 1:01** The Union acknowledges that it is the exclusive right of the Employer to hire, promote, demote, classify, temporarily transfer, suspend and retire employees and to discipline or discharge any employees for just cause provided that a claim by an employee who has acquired seniority that he/she has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided. The Employer in exercising its rights hereunder will do so in a manner consistent with all the terms and provisions of this Agreement.
- 1:02** The Union further recognizes the right of the Employer to operate and manage its affairs in all respects. The direction of the working force, the work schedules, the right to use improved methods to benefit the employees and the Employer, machinery and equipment and jurisdiction over all operation, building, machinery, tools and employees are solely and exclusively the responsibility of the Employer.

ARTICLE 2 - RECOGNITION

- 2:01** The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all its employees save and except Foreman, persons above the rank of foreman, office and clerical staff and students employed during their summer holidays.
- 2:02** Persons not in the bargaining unit shall not perform work normally performed by employees in the bargaining unit that will result in the layoff of any employee in the bargaining unit.
- 2:03** No employee shall be required or permitted to make any written or verbal agreement, which may conflict with the terms of this Agreement.
- 2:04** It is agreed that the Union and the employees will not hold meetings at any time on the premises of the Employer without the permission of the General Manager or a person designated by her/him.

ARTICLE 3 - REPRESENTATIVE OF THE UNION

- 3.01** Union shall have the right, at any time, to have assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation. Upon notification to the employer, such representatives shall have access to the Corporation's premises in order to investigate and assist in the grievance. The Corporation shall also have the rights of assistance at any time when dealing with or negotiating with the Union.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 4:01** All present and new employees of the Employer covered by this Agreement shall, pay dues to the Union according to the Constitution and By-Laws of the Union.
- a) All new employees of the Employer covered by this agreement shall commence paying dues to the Union within thirty (30) days of employment.
 - b) The Employer shall, upon written authorization by the employee concerned, which will be obligatory on the part of all employees covered by this Agreement, make such deductions. The Employer agrees to deduct such regular monthly union dues as have been levied by the Union and duly advised to the Employer through the Town Clerk.
 - c) Deduction shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.
- 4:02** The employer agrees to provide all new employees with a copy of this agreement. It is the Union's responsibility to orientate the new employee to the Union and the employer will allow the Union and employee reasonable opportunity to do so.

ARTICLE 5 - CORRESPONDENCE

- 5:01** A Copy of all correspondence between the Company and the Steward of the Unit that pertains strictly to the administration or interpretation of this Agreement shall be sent to the representative of CUPE.

ARTICLE 6 - STEWARDS

- 6:01** The Employer acknowledges the right of the Union to appoint or otherwise select a Steward. The name of the Steward selected shall be given to the Employer in writing each year following election and the Employer shall not be required to recognize any such steward until it has been so notified.
- 6:02** The privileges of stewards to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:
- a) Such business must be between the Union and the Employer, except in the case of a discharged employee.
 - b) The time shall be devoted to the prompt handling of necessary Union business.

- c) The Steward concerned shall obtain the permission of the Foreman concerned before leaving his/her work. Such permission shall not be unreasonably withheld.
- d) The time away from productive work shall be reported in accordance with the time keeping methods of the department in which the Steward is employed.

ARTICLE 7 - GRIEVANCE PROCEDURE

7:01 For the purposes of the Collective Agreement, a grievance is any question which involves the interpretation or application of the Agreement, and it shall be dealt with promptly as specified below.

7:02 Time limits set out for the processing of grievances shall be rigidly adhered to except in the case of mutual agreement to alter the time limits.

STEP 1 Employees shall present their grievances orally to their immediate supervisor within five (5) working days of the alleged grievance occurring. Their immediate supervisor must give his/her final disposition of the grievance within three (3) working days of the discussion.

STEP 2 Failing settlement to the employee's satisfaction they may then within five (5) working days submit the grievance in writing to the Manager or his/her delegate. Within five (5) working days of the written grievance notice, the Manager will discuss the matter with the Union. The manager shall within five (5) working days of the discussion provide the Union with a final disposition in writing. Failing settlement at this level between the parties, either of them may submit the matter for arbitration within thirty (30) calendar days.

ARTICLE 8 - ARBRITATION

8:01 When either party hereto requests that a grievance be submitted to arbitration, such requests shall be made in writing within the time limit specified in Step 2 of the grievance procedure, addressed to the other party and, at the same time, nominating an arbitrator. Within five (5) working days thereafter, the Union or the Company, as the case may be, shall nominate its nominee.

8:02 The two nominees so nominated shall within five (5) working days attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such chairman within one (1) further working day, then they shall request the Ministry of Labour to appoint an impartial Chairman.

- 8:03** Each party will bear the expense of the arbitrator appointed by it and will bear jointly the expense, if any, of the chairman of the Arbitration Board.
- 8:04** No matter may be submitted to arbitration which has not been properly carried through all previous stages of the grievance procedure.
- 8:05** The arbitrators of the Arbitration Board shall not be authorized to alter, modify or amend any part of this Agreement, to make any decision inconsistent therewith, nor to deal with any matter not covered by this agreement.
- 8:06** The decision of the majority of the Board will be final and binding upon the parties, but should a majority decision not be possible, the decision of the Chairman will be final and binding.
- 8:07** The above time limits may be extended by mutual consent.
- 8:08** At the mutual consent of the two parties a sole arbitrator may be appointed.

ARTICLE 9 - SENIORITY

- 9:01** Seniority, as referred to in this Agreement, shall mean the length of service in the employ of the Employer.
- 9:02** A newly hired employee shall be on probation for the first six (6) month of his/her employment and will have no seniority rights during that period. The dismissal, lay-off of an employee during his/her probationary period shall therefore be considered as arising from the probation and shall not be subject to proceedings set forth in the Agreement. On completion of his/her probationary period, however, the seniority of a newly hired employee shall date back to the date on which his/her employment began.
- 9:03** Seniority lists will be revised every year, and a copy of the list will be posted in a readily noticeable location in January of each year and a copy given to the Union. If an employee does not challenge the seniority list within the five (5) working days from the date his/her name first appears on the seniority list, then he/she shall be deemed to have proper seniority standing. The five (5) day proviso above will not apply to employees absent for whatever cause but will apply upon their return to work.
- 9:04** a) Promotions will be awarded to the most senior qualified applicant.
- b) Lay offs will be conducted on a reverse seniority basis provided those remaining have the skill and ability to perform the work in the opinion of management.

c) Recalls to available positions will be done on a senior qualified basis. In the opinion of management.

9:05 Seniority shall accumulate in the following circumstances only:

- a) When off the payroll due to lay-off, in which case seniority will continue to accumulate for a period of time equal to twelve (12) months.
- b) When off the payroll due to sickness or accident, in which case seniority will continue to accumulate for a period of time equal to twenty-four (24) months.
- c) When off the payroll due to personal leave of absence then seniority will continue to accumulate for the duration of the leave of absence granted.
- d) When absent on vacation or on paid holidays.
- e) When actually at work for the Employer.

9:06 Seniority shall terminate, and an employee shall cease to be employed by the Employer when he/she:

- a) Voluntarily quits his/her employment with the Employer.
- b) Is discharged and is not reinstated through the grievance procedure or arbitration.
- c) Is laid off for a continuous period of twelve (12) months.
- d) Fail to report to the Employer within five (5) working days after being recalled by the Employer following a lay-off.
- e) Fails to return to work upon the termination of an authorized leave of absence unless a reasonable explanation is given to the Employer, in the opinion of the Utility.
- f) Accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing.
- g) Fails to return to work following a period of absence of twenty-four (24) months during which he/she was in receipt of Long-Term Disability benefits.

9:07 It shall be the duty of each employee to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of notice to reach such employee.

9:08 Any employee's return after an absence due to illness or accident will be conditional on his/her supplying, when requested, a certificate from a physician that he/she is fully recovered from sickness which caused his/her absence.

ARTICLE 10 - TEMPORARY TRANSFERS AND REASSIGNMENTS

10:01 Any employee who is temporarily transferred to another position within the bargaining unit, for a period of thirty (30) working day or more to another job within the same department for which the rate of pay is different from that in effect for such employee's regular job, he/she shall be paid which so employed as follows:

- a) If the rate of pay for the job to which he/she is transferred is less than the employee's regular pay, he/she shall receive his/her own higher rate of pay.
- b) If the rate of pay for the job to which he/she is transferred is higher than the employee's regular rate of pay, he/she shall receive the higher rate of pay for the job which he/she is temporarily transferred.

ARTICLE 11 - JOB POSTING

11:01 When a job becomes open or a new job is created, it shall be posted in a readily noticeable location for a period of five (5) working days and any employee in the bargaining unit may make application for such vacancy.

- a) In the filling of the vacancies, the Employer shall be subject to the limitations, as set forth in paragraph 9:04 relating to cases of promotions.
- b) Nothing herein shall prevent the Employer from hiring persons from outside the bargaining unit when no qualified employee applies.
- c) Any vacancy can be filled at the discretion of the Employer on a temporary basis.

ARTICLE 12 - JURY DUTY

12:01 Any employee who is required to serve on a jury shall be paid the difference between the amount paid for such service and his/her normal pay computed at his/her normal ~~hourly~~rate for the hours lost from work subject to the following provisions:

- a) Employees must notify the Manager within one (1) working day after receipt of notice for selection of jury duty.

- b) Employees selected for jury duty who are on other than the day shift, shall be assigned to the day shift for those days they are required to serve as jurors. In order to be eligible for such payments, the employee must furnish a written statement from the proper public official, showing the date and time service and the amount of pay received.

ARTICLE 13 - BEREAVEMENT LEAVE

- 13:01 a.** An employee shall be granted five (5) regular scheduled working days of leave without loss of salary or wages in the case of death of the employee's spouse, common-law spouse, child or stepchild or parents. If such leave occurs on days when an employee is otherwise entitled to a day or days off, such day or days shall not be included in the said five (5) day period and shall not be added thereto.
- b.** An employee shall be granted three (3) regular scheduled working days of leave without loss of salary or wages in the case of death of a brother, sister, mother-in-law, father-in-law, brother-in-law or sister-in-law. If such leave occurs on days when an employee is otherwise entitled to a day or days off, such day or days shall not be included in the said three (3) day period and shall not be added thereto.

It is understood that all bereavement leave must be taken within 2 weeks of the death with the exception that an employee will be permitted to save 1 day to attend the memorial services or spring internment.

- c.** An employee shall be granted two (2) regular scheduled working days of leave without loss of salary or wages in the case of death of grandparents or grandparents-in-law. If such leave occurs on days when an employee is otherwise entitled to a day or days off, such day or days shall not be included in the said two (2) day period and shall not be added thereto.

ARTICLE 14 - PAID HOLIDAYS

14:01 The following shall be recognized as paid holidays:

New Year's Day	January 2 nd	Good Friday
Easter Monday	Victoria Day	Dominion Day
Civic Holiday	Labour Day	Thanksgiving Day
Christmas Day	Boxing Day	Family Day
Remembrance Day		

- a) Paid holiday shall be granted with pay to all employees who have completed their probationary period. A probationary employee, who is later retained in employment, shall become eligible to be paid for holidays that fell during his/her probationary period.
- b) Payment for paid holidays shall be based on the employee's regular hourly rate multiplied by the number of hours he/she would normally have worked on such day.

14:02 When a holiday falls on other than a regular working day, then the preceding Friday or the following Monday or Tuesday, at the discretion of the Company, shall be deemed to be the paid holiday for the purpose of this Agreement.

14:03 In order to be entitled to payment for a paid holiday, an employee must have worked the full working day immediately preceding the holiday and the full working day immediately following the holiday provided that:

- a) Any employee who has a day off on one or both of the qualifying days shall not be disqualified from receiving holiday pay.
- b) Any employee who fails to work due to illness verified by a physician, shall not be disqualified from receiving pay, provided he/she has worked one or more of the five (5) working days prior to the holiday and/or returns to work on any of the five (5) working days following the holiday.
- c) Any employee who has received written permission from the Manager to be absent shall not be disqualified from receiving holiday pay.

14:04 If an employee works on one of the above-named paid holidays, he/she shall receive payment at time and one-half (1.5) for the hours actually worked by him in addition to receiving his/her holiday pay, or may, with his/her consent, be allowed an extra day's vacation with pay, in lieu of receiving his/her holiday pay.

14:05 Where one of the above-named paid holidays falls during an employee's approved vacation period, he/she shall be allowed an extra day's vacation with pay or an extra day's pay, whichever is agreed to between the Company and the employee concerned.

ARTICLE 15 - VACATION WITH PAY

15:01 All employees of the Company shall be entitled to receive an annual vacation leave with pay from the Company. Such leave shall be in accordance with the provisions of Article 15:03 hereof.

15:02 Vacations will, as far as possible, be granted at the times most desired by employees provided this does not impede the efficient operation of the Utility.

15:03 An employee shall be entitled to receive the following periods of annual vacation leave at specified rate:

- a) If the employment of an employee is terminated for any cause within the first twelve (12) months of his/her employment, he/she shall, in accordance with the Employment Standards Act, be paid a vacation pay equal to 4% of the total pay of the employee in the first twelve (12) months of employment or any part thereof.
- b) In the year of his/her anniversary of one (1) year or more, the employee shall receive two (2) weeks paid vacation at four (4%) percent of gross earnings.
- c) In the calendar year of employee's 3rd anniversary or more, the employee shall receive three (3) weeks vacation paid at six (6%) percent of gross earnings.
- d) In the calendar year of employee's 8th anniversary or more, the employee shall receive four (4) weeks vacation paid at eight (8%) percent of gross earnings.
- e) In the calendar year of employee's 15th anniversary or more, the employee shall receive five (5) weeks vacation paid at ten (10%) percent of gross earnings.
- f) In the calendar year of employee's 22nd anniversary or more, the employee shall receive six (6) weeks vacation paid at twelve (12%) percent of gross earnings.
- g) In the calendar year of employee's 30th anniversary or more, the employee shall receive seven (7) weeks vacation paid at fourteen (14%) percent of gross earnings.

15:04 Where two or more employees request vacation time during the same period and the employees are not able to resolve the conflict, the Company Service Credit will prevail.

15:05 All annual vacation leaves are to be selected by the employee but subject to reasonable notice thereof being given to an approval of the Company obtained.

15.06 During the distribution plant construction period of the year (May 1st to September 15th), employee shall not be allowed to take more than 2 consecutive weeks vacations at a time and shall be limited to a maximum of 4 weeks during this work-intensive period.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16:01 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 of work per day or week or a guarantee of days of work per week.

16:02 The normal workweek shall be forty (40) hours per week consisting of five (5) days of eight (8) hours each with one (1) hour for lunch. Normal daily hours of work shall be 08:00 to 17:00 hours.

Summer hours: from May long weekend to Labour Day weekend, hours should be 07:00 to 16:00 hours with one (1) hour lunch break. If agreed by the Employer and Employee, summer hours may continue another 30 days past Labour Day unless one party disagrees.

16:03 It is acknowledged that from time to time it will be necessary for employees to perform work outside of the normal schedules at all hours of the day or night and Management has the right to authorize such work as required.

16:04 a) Work performed outside of the employee's normal hours of work shall be considered as overtime and shall be paid in accordance with the following:

- Time and one half (1.5) for all hours worked in excess of forty (40) per week or eight (8) per day, Monday to Saturday.
- Double time on Sundays

b) Employees may decide to bank overtime hours rather than receive pay. Bank time to be taken a later date at a time mutually agreed by the Employer and the Employee.

16:05 **STANDBY PAY** - The employer may request an employee to be on standby duty for any given week, provided however that such week shall alternate as reasonably as possible amongst the employees assigned to such duty. An employee assigned to standby duty shall receive a payment of \$335.00 effective April 1st, 2024, \$345.00 effective April 1st, 2025, \$355.00 effective April 1st, 2026, for the duration of the term of the collective agreement.

16:06 There shall be no pyramiding of any premiums of overtime pay in this Agreement for the same hour worked.

16:07 CALL OUT PAY – An employee who has completed his/her full daily or weekly schedule of work and who has left his/her place of employment and is called back to perform work will be paid for the time actually worked at the applicable overtime rate. Employees called back under this clause will be guaranteed a minimum of three and a half (3.5) hours work at the applicable overtime rate.

If a second call out occurs within 3.5 hours of an already paid call out, no double call outs shall be payable, but if extra hours are required after the paid 3.5 hours, they shall be paid at the applicable overtime rate.

ARTICLE 17 - BENEFITS

17:01 The Company agrees to pay one hundred (100%) percent premiums for the following Health Insurance Plans for all regular employees:

- 1) for semi-private hospital care.
- 2) Dental Care Plan
- 3) Drug Plan (\$2.00 or less deductible).
- 4) Vision Care Plan (providing reimbursement of four hundred dollars (\$400.00) for every family member in a twenty-four (24) month period.
- 5) Prescribed safety glasses: providing reimbursement up to two hundred dollars (\$200.00) every two years for the employee.
- 6) The Company agrees to pay up to a maximum of \$375.00 per year, per family for Certified or Registered Chiropractor Services, Massage Therapist or Registered Physiotherapist services not covered under OHIP.
*Family definition: Includes employee, spouse (married or common-law), dependent children (18 year and under), spouse, dependent children (18-year-old and under).

17:02 Early Retirement Benefit

The Corporation agrees to pay the premium for drug plan coverage, dental benefits, semi-private bed insurance and to provide optical plan coverage to those employees who retire at age 55 whose normal retirement age is 65 and who have completed 25 years of service with the Corporation. This coverage shall be cancelled in the following events:

- a) The retiree obtains gainful employment following retirement.
- b) The retiree's spouse is covered through employment for these benefits.
- c) The employee attains the age of 65.

17:03 Disputed WSIB Claims

If an employee so requests, he may receive sick leave payments while awaiting results from his disputed WSIB claim. If the WSIB claim is subsequently established, the employee will then repay the appropriate fund or insurance company the amount that has been paid to him during the disputed period.

ARTICLE 18 - LIFE INSURANCE

18:01 The Company agrees to maintain and to pay one hundred (100%) percent of the premiums for the following Life Insurance Benefits:

- 1) Group Insurance Plan providing each permanent employee with Life Insurance, Accidental Death and Dismemberment Benefits in the amount of the said coverage shall be double the employees' annual salary (i.e., 2080 hours x classification rate x 2) until age 65 if still employed.
- 2) Dependent Group Life Insurance Plan in the amount of fifteen thousand dollars (\$15,000.00) for the spouse and seven thousand five hundred dollars (\$7,500.00) for each dependent child to age 21 (25 or under if at school on a full time basis).

ARTICLE 19 - SHORT TERM SICKNESS AND BENEFITS

19:01 Except for newly hired employees undergoing a probation, and subject to the limitations prescribed elsewhere in this section, permanent employees who are unable to work due to disability resulting from illness or accident shall be paid seventy-five (75%) percent of their regular basic wage or salary during any such period of disability, for a period of two (2) weeks. For weeks 3 through 17, Employees shall be required to apply for Employment Insurance sick leave for any legitimate illness or accident. The Employer will top-up Employment Insurance payment up to 75% of the employee's regular basic wage or salary. The Employer shall maintain the short-term sickness insurance payment without interruption for the number of weeks approved by a qualified medical practitioner up to a maximum of seventeen (17) weeks.

Employees affected shall not be impacted for any loss benefits, unless subject to restriction(s) set out in clauses 19:02, 19:03 and/or 19:04.
At the request of the Employee, assistance can be provided by Employer for filling E.I. claims.

19:02 Recurrent periods of disability separated by less than two (2) weeks of full-time work shall be considered one period of disability unless the subsequent disability is due to an injury entirely unrelated to the causes of the previous disability and commences after the employee has returned to active full-time work.

19:03 Benefits under this Plan shall not be payable in respect to a disability resulting from:

- a) injuries or sickness for which benefits are payable under the Workplace Safety and Insurance Act.
- b) self-inflicted injuries.
- c) committing or attempting to commit a criminal offence.
- d) the abuse of drugs or alcohol.
- e) injuries or sickness which commenced while the employee was not actively employed on account of layoff, leave of absence, strike or unauthorized absence.
- f) pregnancy, for the period of maternity leave for which unemployment insurance maternity benefits are paid.

19:04 In order to qualify for short-term sickness benefits, an employee shall:

- a) be required to produce proof of sickness in the form of a medical certificate from duly qualified medical practitioner in all cases of sickness of more than three (3) working days, and may be required to do so, or to provide satisfactory evidence of illness for any period of absence.
- b) notify his/her superior as soon as possible, within one hour after the beginning of his/her shift, unless prior notification has been given.

ARTICLE 20 – LONG-TERM DISABILITY

20:01 Permanent employees shall be covered by a Long Term Disability (LTD) group insurance plan whereby eligible employees will receive a monthly indemnity equivalent to seventy-five (75%) per cent of their regular wages less primary CPP offsets, to a maximum taxable benefit of five thousand one hundred and fifty dollars (\$5,150.00) per month, commencing one (1) month after the completion of an "Elimination Period" of seventeen (17) weeks, until the Terminal Age of sixty-five (65), death or return to work.

20:02 The terms and conditions associated with LTD, as set forth by the insurer, are attached as appendix "A".

ARTICLE 21 - NO STRIKES / NO LOCKOUTS

21:01 There shall be no strikes and no lockouts as defined in the Labour Relations Act during this Agreement.

Where a dispute has arisen between any other group of employees and their Employer, every effort will be made by the employees to complete the required work.

ARTICLE 22 - BULLETIN BOARDS

22:01 The Employer shall provide a bulletin board upon which the Union shall have the right to post notices of meetings and other Union business and affairs as may be of interest to the employee. Before posting, such notices must be approved by the Manager or his/her designate.

ARTICLE 23 - CLOTHING/FOOTWEAR

23:01 Upon receipt of the purchase of approved safety clothing/safety footwear*, the Company will reimburse each lineman/apprentice an equivalent amount of the present value to a maximum of \$990.00 effective April 1st, 2024, \$1,025.00 effective April 1st, 2025, \$1,060.00 effective April 1st, 2026.

* Approved safety clothing: Clothing that is either treated with fire retardant chemicals or is inherently flame resistant. (Electrical Utility Safety Rules Book – Sec. 113.1)

23:03 Fees and licensing costs:

The employer agrees to cover the cost of and renewal of the following fees and licenses:
Designated Master Electrician/Electrician licensing

- Z endorsement (air brakes)
- Class D license test costs shall be reimbursed following successful completion of said test.

ARTICLE 24 - PENSION PLAN

24:01 In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees Retirement System. The Company and the employee shall make contributions in accordance with the provisions of the Plan.

ARTICLE 25 – TERMINATION

25:01 Physical Health and Fitness Incentive

Employer agrees to reimburse \$300.00 per year, per employee, for physical and fitness expenses. This incentive specifically targets expenses related to physical activities and memberships by the employee, including:

- Swimming
- Hockey
- Gym Membership
- Zumba and Yoga
- Curling
- Golf
- Tennis
- Karate
- Any other sports or physical activity as approved by Management

This incentive excludes equipment cost for such sports and activities.

25:02 This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of March 31st, 2027. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.


25:03 Notice that amendments are required, or that either party intends to terminate this Agreement, may only be given within a period of not more than ninety (90) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.


25:04 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within twenty-five (25) days of the giving of such notice, if requested to do so.

25:05 For interpretations and application of the term of the Collective Agreement, the official contract language will be the English language.


IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representative on this 14 day of May 2024.


FOR THE EMPLOYER:
**HEARST POWER DISTRIBUTION
COMPANY**



Jeff Richard (May 14, 2024 14:34 EDT)


Jean-Noel Frigo (May 14, 2024 16:41 EDT)

FOR THE UNION:
**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL
1536-02**


Norm Berthiaume (May 14, 2024 14:27 EDT)


Marc Vaillancourt (May 15, 2024 06:22 CDT)


Zacharie Fontaine (May 14, 2024 14:40 EDT)

Nc/cope 491

LETTER OF UNDERSTANDING

BETWEEN

CUPE LOCAL 1536-02

AND

HEARST POWER DISTRIBUTION COMPANY

The above parties agree to the following conditions concerning accumulated hours of overtime:

1. In the case of overtime hours worked, an employee has the choice to be paid or ask to bank the dollar value associated with their accumulated hours under their name (“banked time earnings”).
2. The banked time earnings shall be paid out as requested by the employee.
3. Upon mutual agreement of the employee and employer, the banked time earnings can be used to pay or time off in the future.
4. Should an employee leave the company or should his employment be terminated, 100% of the banked time earnings shall be paid out to the employee.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representative on this 14 day of May, 2024.

FOR THE EMPLOYER:
**HEARST POWER DISTRIBUTION
COMPANY**

Jessy Richard
Jessy Richard (May 14, 2024 14:34 EDT)

Jean-Noel Frigo
Jean-Noel Frigo (May 14, 2024 16:11 EDT)

FOR THE UNION:
**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL
1536-02**

Norm Berthiaume
Norm Berthiaume (May 14, 2024 14:27 EDT)

Mar Vaillancourt
Mar Vaillancourt (May 15, 2024 06:22 CDT)

Zacharie Fontaine
Zacharie Fontaine (May 14, 2024 14:40 EDT)

WAGES AND CLASSIFICATION

Classification	April 1st, 2024	April 1st, 2025	April 1st, 2026
	4.50%	3.50%	3.00%
Lead hand	\$ 47.15	\$ 48.80	\$ 50.26
Powerline Technicien (red seal)	\$ 44.08	\$ 45.62	\$ 46.99
App. Lvl 4	\$ 41.52	\$ 42.97	\$ 44.26
App. Lvl 3	\$ 40.87	\$ 42.30	\$ 43.57
App. Lvl 2	\$ 40.23	\$ 41.64	\$ 42.89
App. Lvl 1	\$ 39.28	\$ 40.65	\$ 41.87
Apprentice Powerline Tech / Labour	\$ 35.00	\$ 36.23	\$ 37.32
Meter Service Tech / Locator	\$ 30.00	\$ 31.05	\$ 31.98

Learner linemen will normally progress each year in accordance with the wage progression table above. Progression will be based on the employee's formal training and their on-job performance as judged by Management. Management retains the right to withhold progressions should performance or formal training be unsatisfactory. When formal training and/or performance improve to a satisfactory level in the opinion of management, then normal progressions will resume. If progress and performance continue to be unsatisfactory, the employee's employment may be terminated or such other action may be taken which, in Management's opinion, is suitable.

- A lineman will be paid an additional 4% above their regular hourly rate (inclusive of incentives) when required to replace the foreman/supervisor/leadhand for a period of 30 days or less and shall require the employee to be certified as a "Certified Supervisor" as per the province of Ontario Regulations.

INCENTIVES:

Class 309A Electrician \$0.50/hr

Master Electrician \$0.30/hr

25 years of service \$0.50/hr

Incentive can be aggregated

APPENDIX "A"

INSURER TERMS, CONDITIONS AND BENEFITS

Long Term Disability Benefit

General Benefits

The primary function of the benefit is to provide an income to an employee during extended periods of disability. This income is payable monthly and is referred to as the Monthly Indemnity. To avoid duplicating coverage usually provided for shorter periods of disability by an Employer's Short-Term Sickness Benefit Plan, the Long-Term Disability Benefit makes use of an Elimination Period.

Payment of the Monthly Indemnity to a totally disabled employee will commence one month after the completion of the Elimination Period. An employee is considered to be totally disabled, if, during the Elimination Period and the next following twenty-four (24) months, (the "Occupationally disabled period"), he/she is continuously prevented from performing each and every duty of his/her normal occupation, as a result of bodily injury, sickness or disease. After the "occupationally disabled period", the employee is considered to be total disabled only if he/she is then prevented from engaging in any occupation for which he/she is, or becomes, reasonably qualified by education, training or experience.

The Monthly Indemnity continues to be payable while the employee remains totally disabled in accordance with these definitions, but not beyond the Terminal Age. The amount of Monthly Indemnity payable to an employee will be based on a percentage of his/her insured earnings at the time total disability commences.

APPENDIX "A"

Long Term Disability Benefit

Limitations

Payment will not be made for any period of total disability:

- a) during which the employee is not under the regular care of a doctor.
- b) during which the employee is working for wage or profit, other than Rehabilitative Employment.
- c) during any period, the employee is on a pregnancy leave of absence, mutually agreeable to her and the Company or to which she is entitled under Provincial Statute.
- d) due to or resulting from any of the following:
 - 1) intentionally self-inflicted injuries, or attempted suicide.
 - 2) commission or attempted commission of a criminal offence.
 - 3) war, declared or undeclared, or active duty in any armed service during a time of war, or participation in a riot, rebellion or insurrection.

If the total disability of an employee arises from a mental or nervous condition, payment will not be made unless:

- 1) for the first 12 months after completion of the Elimination Period, the employee receives medical treatment from either:
 - a) a registered specialist in psychiatry, or
 - b) a doctor under the direction of a registered specialist in psychiatry, or
 - c) a doctor approved by Great West
- 2) After the 12 months referred to above, the employee is confined in a hospital or is unable to engage in any occupation for which he/she is or becomes reasonably qualified by education, training or experience.

Additional Limitations

Payment will not be made for any period of disability:

- a) due to the abuse of drugs or alcohol unless:
 - i) the employee is confined in a hospital or is satisfactorily participating in an approved rehabilitation program which commenced during the Elimination Period, or,
- b) due to an illness which existed on the date of commencement of the employee's insurance unless:
 - i) he/she has been insured for 13 weeks during which he/she has been continuously actively at work on full-time and has not received medical services for such illness, or,
 - ii) total disability commenced after he/she has been insured for twelve (12) months.