

COLLECTIVE AGREEMENT

between

BRANT COUNTY POWER INCORPORATED

AND

POWER WORKERS UNION (CUPE LOCAL 1000)

FROM APRIL 1, 2003 to MARCH 31, 2006

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A G R E E M E N T

This Agreement

BETWEEN:

BRANT COUNTY POWER INCORPORATED
(Hereinafter referred to as the "Corporation")

of the First Part

- AND -

POWER WORKERS UNION (CUPE LOCAL 1000)
(Hereinafter referred to as the "Union")

of the Second Part

ARTICLE 1 - RECOGNITION

- 1.01 The Corporation recognizes the Union as the sole collective bargaining agent for all employees save and except the Foreman, those above the rank of Foreman, office staff *and co-op students (co-op students term of employment shall not exceed four (4) months)*.
- 1.02 The Corporation agrees that no employee shall in any manner be discriminated against or coerced, restrained or influenced, on account of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization. The Union agrees that it will not discriminate against or coerce any employee because of their membership or non-membership their activity or their lack of activity in any labour organization. All employees who come under this agreement shall maintain membership in the Power Workers' Union - CUPE Local 1000.
- 1.03 The Union will not engage in union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of management, with the exception of the Union Steward who is allowed reasonable time for union activities.
- 1.04 The Union recognizes that the Corporation is a regulated Local Distribution Company and therefore the efficient, economical and continuous operation of its plants and services are of prime public interest; that its income is derived principally from electricity rates paid by the general public for its products and services and that the rates for its products and services are fixed in advance by a regulatory authority.
- 1.05 Whenever the singular or masculine is used in this agreement it shall be considered as if the plural or feminine has been used where the context of this Agreement so indicates.

ARTICLE 2 - MANAGEMENT FUNCTIONS

- 2.01 The Corporation has and shall retain the exclusive right and power to manage its business and direct its working forces including, but without restricting the generality of the foregoing the right to hire, suspend, discharge, promote, demote and discipline any employee. The Corporation shall exercise said functions in accordance with the provisions of this Collective Agreement.
- 2.02 The Corporation agrees that their function will be exercised in a manner consistent with the provisions of this agreement.

ARTICLE 3 - SENIORITY, VACANCIES & JOB POSTING

- 3.01 An employee intended for *full-time* employment will be considered probationary for the first six months of employment. After such six months service seniority shall date back to the day on which they last entered with the Corporation. ***The employee will have the option to pay the cost of the Extended Health Benefits after three (3) months of service.***
- 3.02 When making layoffs and recalls of employees, departmental seniority shall apply, providing the employee has the necessary qualifications.
- 3.03 With the qualification for the job given full consideration, employees having the greatest seniority, in the department concerned, will be given preference in making promotions providing the applicant has in the opinion of Management, merit, skill, ability and physical fitness relatively equal to the applicants with lesser seniority.
- 3.04 All promotions made within the scope of this agreement will be on a six month trial basis and such promotions will carry the suffix "acting" until the expiration of the six month trial period or until such time as the Management has given final approval.
- 3.04(b) If any employee accepts a promotion outside of the bargaining unit and does not return to the bargaining unit within twelve (12) months of the date of the promotion, seniority with the bargaining unit will be lost for the purpose of layoff only. If the employee returns on/or before twelve (12) months their seniority will continue to accrue from the date of promotion.
- 3.05 A probationary employee will become a member of Power Worker's Union - CUPE Local 1000 after completion of ninety calendar days employment. A temporary employee will become a member of the Power Worker's Union - CUPE Local 1000 after completion of one hundred and twenty working days employment.
- 3.06 The Corporation agrees to deduct an amount equal to the regular monthly dues of the Union from each employee in the bargaining unit from each pay of the month and remit same to the Financial Officer of the Union each month. The Union Financial Officer will advise the Corporation of any alterations to be made to the deductions.

- 3.07 Vacancies existing or new jobs created shall be posted on the bulletin board for seven working days prior to the opening being advertised elsewhere. Written application from employees shall be filed with the Corporation within nine calendar days of posting. Where employee applicants are equally qualified for the opening the employee applicant with the greatest seniority shall be given preference as per Article 3.03.
- 3.08 The Corporation agrees that the Corporation representative will consult with the steward of the Union prior to making an appointment to a new position or a new classification or where a reclassification is involved.

ARTICLE 4-LOSS OF SENIORITY

- 4.01 An employee may lose all seniority for any of the following reasons:
- (a) If they voluntarily quit the employ of the Corporation.
 - (b) If they are discharged for cause unless reversed through the grievance procedure.
 - (c) If an employee is laid off and fails to return to work within ten days after having been notified to do so by registered mail sent to the last address registered with the Corporation.
 - (d) Is absent from work for any period greater that twenty-four months.***
- 4.02 An employee who has been laid off, may be struck off the seniority list at the expiration of twenty-four months layoff and any employee so struck off the seniority list and thereafter re-employed, may for purposes of seniority be treated by the Corporation as a new probationary employee. Seniority shall not accumulate during the period of lay-off.

ARTICLE 5-GRIEVANCE PROCEDURE

- 5.01 The Union shall notify the Corporation in writing of the name of the steward and of any change in the steward before the Corporation shall recognize them.
- 5.02 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until they have first given their immediate supervisor an opportunity to adjust their complaint, other than in exceptional circumstances, when it may go to Step I (Below) directly.

5.03 Any difference of opinion regarding the interpretation, application, or administration of the terms of this agreement, or any allegation that an employee has been subjected to unfair treatment, shall be considered a fit matter for the grievance procedure. Grievances shall be in writing for Step 2 and Step 3 and must cite the grievous act or, specific provision(s) of the agreement, which is claimed to have been violated and the redress sought. Grievances must be filed within ten (10) working days of the alleged violation and shall be dealt with in the following manner:

Step 1

A steward shall first take the matter up with the supervisor; the supervisor shall respond within two (2) working days, failing settlement at this stage, the employee may immediately proceed to Step (2) within an additional two (2) working days.

Step 2

A steward shall take the matter up with the Operations Manager; the Operations Manager shall respond within two (2) working days, failing settlement at this stage, the employee may invoke Step 3 within an additional two (2) days.

Step 3

A steward and/or representative of the Union, may take the matter up with the General Manager; the General Manager shall respond within (14) working days, failing settlement at this stage, the matter may then be referred at any time within an additional fourteen (14) working days to arbitration's as set out in Article 6.

The steward may require the grieving member to provide resource during a grievance meeting.

Step 2 and Step 3 decisions to be in writing. Time limits herein set out must be adhered to by both parties unless mutually extended by the parties. The Steward may require the grieving member to provide resource during a grievance meeting. The Corporation agrees that there shall be no loss of normal base pay for time spent by the Union Committee in grievance meetings under Article 5. Such time spent will be arranged through consultation with the appropriate supervisor and will not normally be withheld. A policy or group grievance pertaining to the interpretation, administration or application violation of this agreement may be initiated at Step 2 as applicable.

5.04 *As an alternative to Article 5.0 the parties may, by mutual agreement, agree to refer a grievance to a Mediator/Arbitrator as a means of settlement. The Mediator/Arbitrator shall be mutually agreed to by the parties and each party shall pay one half (1/2) of the expenses and remuneration of the Mediator/Arbitrator.*

ARTICLE 6 - ARBITRATION

- 6.01 It is agreed that all differences of opinion relating to the interpretation, application or administration of this Agreement, which cannot be settled after exhausting the grievance procedure, will be settled by arbitration as defined in the appropriate section of the Ontario Labour Relations Act.
- 6.02 An Arbitration Board or Arbitrator shall not have the power to add to or subtract from or change the provisions of this Collective Agreement or to deal with any matter not contained in the statement of grievance filed by the party referring the matter to arbitration.
- 6.03 The Union and the Corporation shall each pay one-half of the expenses and remuneration of the Chairperson of the Board and shall each bear the expenses and remuneration of their own appointee to the Board and any other expenses incurred in presenting their case.

ARTICLE 7 - NO STRIKES-NO LOCKOUTS

- 7.01 In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement there will be no strike, slowdown or stoppage of or interference with work or production either complete or partial as defined by the Ontario Labour Relations Act, and the Corporation agrees that there will be no lockout.
- 7.02 The union further agrees that it will not involve any employee of the Corporation or the Corporation itself, in any dispute, which may arise between any other employer and the employees of such employer, but the management must guarantee the safety of its employees. This does not apply to Union activities after hours.

ARTICLE 8-HOURS OF WORK AND OVERTIME

- 8.01 The following shall not be interpreted as a guarantee of hours of work per day or per week or otherwise.
- 8.02 Hours of work will be from 0730 to 1530, Monday to Friday with a 20-minute lunch break, providing the vehicles and crew remains on the job site.
- 8.03 Work performed outside of normal scheduled hours as a continuation or extension of the normal work period shall be paid at the appropriate overtime rate as in 8.05. However variations in the starting and closing times shall be mutually agreed between employees and management.
- 8.04 Emergency Overtime

All employees called out to work after normal quitting time shall receive a minimum payment of two hours at the appropriate premium rate. There shall be no minimum overtime payment applicable to a call out which occurs within 1 ½ hours of the finish of the previous call out. Overtime is calculated from the time the employee leaves home until they have finished their work and returned to headquarters.

- 8.05 All work performed outside of normal working hours including statutory holidays shall be paid at two times the employee's hourly rate.
- 8.06 Overtime shall be paid in accordance with the above schedule until the employee is relieved. The relief period shall consist of an absence of eight (8) hours from the job except under extenuating circumstances where the relief period may be less than eight (8) hours when mutually agreed upon by the employee concerned and the Corporation. This clause does not include minimum calls.
- 8.07 After four hours (4) continuous overtime work the Corporation will arrange for a meal not to exceed twelve dollars (\$12.00) cost or will make payment in lieu in the amount of twelve dollars (\$12.00). The time taken for meals will not be paid by the Corporation. A meal allowance does not apply to planned overtime with twenty-four (24) hours notice. If an employee is required to work overtime one (1) hour or more prior to his normal starting time, and such overtime continues to normal starting time the Corporation will pay for the employees meal not to exceed twelve dollars (\$12.00). If an employee is required to work continuously past normal quitting time for a duration of two (2) hours, the Corporation will pay twelve dollars (\$12.00) in lieu of a meal and twelve dollars (\$12.00) every four (4) hours continuous thereafter.
- 8.08 Due to the nature of the work performed at Brant County Power Inc., employees may be required to work overtime. An effort will be made by the employer to equitably distribute overtime amongst all qualified employees.
- 8.09 **Banked Time - Outside Workers**
This will apply to all outside workers for the term of this Collective Agreement in Brant County Power Inc..
Any overtime hours beyond the normal daily hours may be banked and will be calculated using the appropriate premium rate to a maximum of *forty (40)* hours per year from April 1 to March 31 of the following year. The use of the time will be mutually agreed upon and must be taken prior to April 1, of each year. It will be the employee's responsibility to fill out the proper form to bank and to request the use of the time.

ARTICLE 9 -INCLEMENT WEATHER AND CLOTHING

9.01 The Manager or in his absence the Operations Manager or senior person of the work crew shall determine if the weather is suitable for working.

9.02 *The Corporation will supply approved clothing and accessories to employees in accordance with 9.03. Effective April 1, 2003 all items will be issued and all will remain the property of the Corporation. Items shall be recoverable on demand, and shall be worn and used in an approved manner. Items will be exchanged as required with prior approval of the Supervisor. Employees will be responsible for maintenance and laundering.*

9.03 *Approved Clothing and Accessories*

All Lines/Meter/Stores Staff - as necessary

*Rainwear,
rubber boots,
safety hats,
rubber gloves,
leather gloves,
safety glasses.*

Chain saw protection.

Prescription safety glasses. 2 years from last purchase

Galoshes, 1 year from last purchase

Lines Staff:

4 - long sleeve t-shirts, issued as required

1 - pair of pants, issued as required

1 - summer bib coverall, issued as required

2 - long sleeve button-up shirts, issued as required

1 - pullover sweatshirt, issued as required

1 - jacket, issued as required

1 - winter bib coverall, insulated, issued as required

1 - insulated parka, issued as required

Meter/Stores Staff:

4 - pair of pants, issued as required

4 - long sleeve shirts, issued as required

1 - pullover sweatshirt, issued as required

1 - jacket, issued as required

1 - insulated parka, issued as required

9.04 *The Corporation shall purchase approved Safety Boots for each employee not to exceed one (1) pair per calendar year to a maximum cost of \$225.00.*

ARTICLE 10 -WAGE RATES AND CLASSIFICATIONS

- 10.01 The wage rates and classifications shall be as set out in Schedule "A" attached to and forming part of this agreement.
- 10.02 When the sub-foreman is absent due to illness or vacation, a replacement shall be appointed. The appointed person must be qualified, have leadership, and disciplinary ability and must insure that work is carried out efficiently and safely. The relieving person must accept responsibility for the sub-foreman position.

ARTICLE 12 -PAYMENT OF WAGES

- 12.01 The Corporation agrees to a weekly payroll system. The payroll shall be available at the first reasonable time after Wednesday noon hour of the week following the last day of the payroll.

ARTICLE 13 -EQUIPMENT AND SAFETY PRACTICES

- 13.01 No person is required to use defective equipment, but is required to immediately report in writing to the Operations Manager or Manager any defective equipment. All Corporation equipment that becomes defective will be replaced or repaired by the Corporation and remain the property of the Corporation.
- 13.02 The safety practices issued by the Electrical and Utilities Safety Association of Ontario and the labour legislation of the Province of Ontario shall be the minimum safety standards.
- 13.03 Safety meetings will be held on a regular monthly basis.
- 13.04 The Corporation will apply for certification of all Class A Journeyman Linemen and register all apprentice linemen. The Corporation will pay for the certificate of qualification. The Corporation will pay for all job related certificates and education successfully completed within a reasonable scope and as approved by Management.

ARTICLE 14 -VACATIONS AND PAID HOLIDAYS

- 14.01 A vacation schedule will be posted by Management at the first of each year. Sign up date for vacation will be April 1st of each year. Vacation sign up may be changed at any time with mutual consent. Employees are required to give Management at least two weeks notice in writing before starting approved vacation time. Notice forms are to be supplied by Management.
- 14.02 Employees will be eligible for vacations based upon their length of continuous employment as of their anniversary date of that year.

One year..... Two Weeks
 Four years..... Three Weeks

Nine years..... Four Weeks
 Sixteen years..... Five Weeks
 Twenty-three years.....Five Weeks + 1 Day
 and an additional compound day for every year of employment thereafter to maximum of six weeks.

For all future employees, a fixed vacation anniversary date will be established with holidays based on this date. Pro-ration of vacation will be allowed during the 1st year at a rate of 10/12 days per month from date of hiring to the established fixed anniversary date, rather than waiting the full year employment before being allowed to take earned vacation. The employee must work a full year from the vacation anniversary date to be entitled to take vacation. However, the Corporation will allow the employee to take these holidays six months prior to that date. The anniversary date will be January 1.

14.03 Employees during their 2nd, 4th, 9th and 16th years shall be permitted to sign for and be entitled to the extra days or weeks vacation earned during that year and shall sign for the days or weeks to be taken before their anniversary date.

14.04 Vacations shall be taken in the order of seniority wherever possible, permitting the employee with the longest term service to have the choice of vacation. Vacations shall *normally* be taken in the current calendar. ***Employees will have the option to carry over up to five (5) days vacation to the following year. Carried over vacation must be requested by October 31 of the current year and must be taken by March 31 of the following year.***

14.05 No vacations will be allowed which interfere with the Corporation's satisfactory maintenance of its services to the public in all departments and the Corporation shall be the sole judge of the number of employees and the Classifications that shall be allowed holidays at any one period. Every effort will be made by the Management and Corporation to provide vacations to the convenience of the employees.

14.06 The following paid holidays will be recognized by the Corporation:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day-Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and one (1) day on the last working day before Christmas Day and New Year's Day. An additional one (1) day Paid Holiday, per collective agreement year, will be made available to regular employees, on an individual basis.

Qualified employees will make application for such holiday at least two (2) calendar weeks in advance of the required day, which will be granted in accordance with the Corporation's work requirements and on the basis of seniority.

- 14.07 Payment for paid holidays shall be at the employee's standard basic rate of pay. If any of the above holidays fall on Saturday or Sunday it shall be observed the Monday following.
- 14.08 Employees shall not be paid for a paid holiday if absent without permission or good cause in the opinion of the Manager on the scheduled working day immediately preceding or following such holiday.

ARTICLE 15 - BEREAVEMENT

- 15.01 In case of death in the immediate family (spouse, child, mother, father, step-mother, step-father, sister, brother, mother-in-law, father-in law) employees may be released from duty for a period of up to three days without reducing base earnings.
- 15.02 In the case of death of other members of the family (grandmother, grandfather, aunt or uncle) employees shall be granted leave of absence with pay to compensate for time lost, not to exceed one day, to attend the funeral.
- 15.03 All payment for bereavement leave shall be subject to the approval of the Manager and will be conditional upon the employee attending the funeral.
- 15.04 At the Manager's discretion, employees may be allowed time off with pay while serving as pallbearer at a funeral.
- 15.05 Employees, at the discretion of the Manager, shall be allowed four (4) hours off with pay to attend the funeral of a fellow employee or retired employee. Leave of absence may be granted if further time off is required.

ARTICLE 16 -JURY SERVICE DUTY

- 16.01 The Corporation agrees to re-imburse employees for loss of pay when appearing for jury duty or subpoenaed as witness upon submission of proof of such service.

ARTICLE 17 -RETIREMENT

- 17.01 The compulsory retirement age shall be sixty-five (65) years. The effective date will be the last day of the month in which the 65th birthday occurs.

ARTICLE 18 -HEALTH, PENSION AND INSURANCE PLANS

18.01 Employees after six months service shall be considered permanent employees for the purpose of Health, Pension and Insurance privileges

18.02 The Corporation agrees to pay one hundred percent (100%) of the cost of a Supplementary Hospital Plan and one hundred percent (100%) of the cost of an Extended Health Care Plan with Vision care two hundred dollars (\$200) April 1st, 1999, (\$224.00 April 1st 2000) every twenty four (24) months and a Drug Plan with Manulife or an equivalent plan or better.

Health Plan – Dental Care – Current O.D.A. schedule
(Employee Benefit Plan “B”) – 100% employer

18.03 ***The Corporation will pay 100% of the basic premium rates for health benefits between the age of 55 and 65 for any employee who elects for an early retirement, providing the employee has completed a minimum of twenty (20) years of service with Brant County Power Inc. and its successor Commissions prior to retirement and is receiving an OMERS pension.***

Should the employee die prior to age 65 and while in receipt of these health benefits the employee’s spouse will continue to receive benefits for two (2) years or until the date of which the employee would have been 65 years of age or until remarriage of the spouse, whichever is sooner. The spouse will have the option of continuing on the benefits plan after the above period and will be required to pay the cost of the premium for these benefits.

All new employees starting after August 1, 2003, and those not completing twenty (20) years service with Brant County Power Inc. and its successor Commissions prior to retirement and is receiving an OMERS pension will receive benefits until the age of 65 at a rate of 50% paid by the employee and 50% paid by the company.

18.04 The Corporation agrees to re-imburse an employee to cover the cost of a standard medical examination, a condition to the renewal of their drivers license.

ARTICLE 19 -SICK LEAVE PLAN

19.01 ***The Company will provide income protection through a Short Term Disability Plan for all employees in the bargaining unit for periods of up to seventeen weeks.***

PROCEDURES:

Eligibility

All full-time employees covered by this Policy shall be eligible for coverage after six (6) months service with the Company. Except if there is a break in service, the pro-rated part-time service shall be reflected in determining eligibility under the waiting period and for the purpose of determining the extent of leave available at 100% of salary.

Coverage

- a) Coverage is in effect 24 hours per day and provides income protection for any illness or injury, which is not properly covered by Workplace Safety Insurance Board (WSIB).***
- b) When an employee becomes eligible for coverage, coverage commences with the first day of illness based on the following benefit schedule:***

<i>Length of Service</i>	<i>100% of Salary</i>	<i>75% of Salary</i>
<i>6 months but less than 1 year</i>	<i>1 week</i>	<i>16 weeks</i>
<i>1 year but less than 2 years</i>	<i>2 weeks</i>	<i>15 weeks</i>
<i>2 years but less than 3 years</i>	<i>3 weeks</i>	<i>14 weeks</i>
<i>3 years but less than 4 years</i>	<i>4 weeks</i>	<i>13 weeks</i>
<i>4 years but less than 5 years</i>	<i>5 weeks</i>	<i>12 weeks</i>
<i>5 years but less than 6 years</i>	<i>7 weeks</i>	<i>10 weeks</i>
<i>6 years but less than 7 years</i>	<i>9 weeks</i>	<i>8 weeks</i>
<i>7 years but less than 8 years</i>	<i>11 weeks</i>	<i>6 weeks</i>
<i>8 years but less than 9 years</i>	<i>13 weeks</i>	<i>4 weeks</i>
<i>Over 9 years</i>	<i>17 weeks</i>	<i>0 weeks</i>

- c) An employee covered by this benefit will always have up to seventeen weeks of benefit coverage per illness/disability. Based on the number of years of service an employee may be eligible for coverage at 100% of salary or 75% of salary in accordance with the above schedule. However, the schedule represents the maximum of 100% benefit that an employee has available in a calendar year. If during the calendar year an employee uses the maximum eligible sick leave, which is covered, at 100% of salary, then all other eligible sick leave during the year is covered at 75% of salary.***
- d) If an employee is not at work on January 1, the 100% credit will not renew until the employee actually returns to work.***
- e) If an employee returns to work and has a recurrence of the same illness/disability, the employee would be entitled to sick leave of 17 weeks minus the period of sick leave used for the previous occurrence(s). However, the employee would be***

eligible to apply for long term disability leave if the combined sick leaves equaled 17 weeks.

- f) If during a fully paid leave of absence, an employee becomes ill, the employee should advise the employer of the illness. Appropriate certification, if required, will be requested. An employee on any leave of absence that is not fully paid leave will not be eligible for payment of short term benefits in the event of illness. Eligibility for short term benefits will be reinstated once the employee returns to work, as authorized.*
- g) If an employee is sick/disabled, other forms of leave cannot be substituted for the employee's sick leave entitlement.*
- h) If during the short term disability leave an employee is laid off or terminated other than for retirement, the employee will continue on short term disability leave until the earliest of:
 - a) the expiry of his short term disability coverage (17 weeks per incident); or*
 - b) the end of the illness**

If notice of layoff or termination is given prior to the commencement of the short term disability leave and the short term disability leave starts within two calendar months of the layoff/termination date, the leave stops on the layoff/termination date.

Benefit and Service Continuation

During the period of short term disability, life and health benefits continue at the levels in effect at the time of disability subject to proper and acceptable medical certification for absence. If employment is terminated during the short term disability leave, life and health benefits cease on the termination date.

Certification for Leave

- a) A medicate certificate is required under the short term plan:
 - i. for any sick leave of absence if overuse is suspected; and/or*
 - ii. at the discretion of the Employer during the period of short term sick leave if the leave continues beyond three consecutive days;*
 - iii. for continuation of paid sick leave beyond layoff or termination as outlined in (h) above**
- b) Medical certificates, when required, should be provided upon return to work but in any event, not later than two (2) working days after the return to work.*

c) During the short term sick leave, straight time pay will be continued. However, if proper medical certification is not provided as required, the absence will be without pay and deducted from future earnings.

19.02 A Long Term Disability Plan will commence one hundred and nineteen (119) days after the first day of disability

19.03 To qualify for Sick Leave payments, a regular employee must:

- a) Ensure that his illness or injury is reported directly to Management as soon after normal starting time as possible;
- b) Be suffering from a bona fide illness which prevents his useful employment and is not being compensated under the Workplace Safety and Insurance Act;
- c) Submit written verification of his prognosis signed by a qualified Doctor of Medicine if requested;
- d) Submit to meeting with a Doctor of Medicine designated by Management upon request;
- e) Do everything possible to speed his recovery and return to work as soon as possible following recovery from illness or injury

In the event of a disagreement between the Company physician and the employees physician an independent medical examination will be performed by a third party physician. The Company will pay applicable costs involved.

ARTICLE 20-COMMUNICATION SYSTEM

20.01 Corporation agrees to maintain a communication system for service duty and will provide pagers for "On Call" personnel.

ARTICLE 21-SERVICE DUTY

21.01 Employees may be placed, as required outside of regular working hours, on service duty. The work of employees is generally but not necessarily always confined to that of maintaining service to customers.

21.02 Qualified employees who hold a valid Class D-Z driver's license shall be assigned in turn from a roster as required and two (2) employees will be on service duty at a time. The organization of the roster will be the responsibility of the Operations Superintendent.

21.03 An employee must be available to call for the period he is assigned on service duty. Should an employee on service duty not be available when called, another employee will be called in and paid at the overtime rate as per schedule of present agreement. A defaulting employee, for the first offense, will forfeit one day service duty pay. In case of any further default by an employee, the matter of penalty shall be assessed by the Corporation

21.04 *The rate of pay for service duty shall be \$145.00 effective April 1st 2003 and \$150.00 April 1st 2004 and \$155.00 effective April 1, 2005 for a normal week from Thursday to Thursday. An employee required to be on service duty on a paid holiday shall receive as remuneration \$35.00 per stat holiday effective April 1, 2004.*

21.05 An employee required to report for work while on service duty shall be paid for their working time in accordance with conditions in Article 8.

ARTICLE 22-REMOVAL OF LETTER OF REPRIMAND OR SUSPENSION FROM AN EMPLOYEE'S FILE

22.01 A letter of reprimand or suspension will be removed from the record of an employee *three years (3)* following the receipt of such letter, or suspension, provided that the employee's record has been discipline free for a two year period and a request in writing to remove such letter or letters of reprimand or suspension is received by the Corporation from the employee. Letter of reprimand or suspension that are safety related are excluded and are not subject to this clause.

ARTICLE 23-PERIOD (of the contract)

23.01 *3 year Collective Agreement from April 1, 2003 to March 31, 2006.*

ARTICLE 24 - MID-TERM AGREEMENTS

24.01 Working conditions during the term of this Agreement shall be outlined in this Agreement and any Mid-Term Agreements. A Mid-Term is a modification of the Collective Agreement executed by the parties in the following format during the term of the Collective Agreement.

SAMPLE

Mid-Term Agreement

Title _____

Number _____

Date _____

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

Brant County Power Inc.

Union Representative

DATED AT PARIS, ONTARIO THIS 24th Day of July 2003.

BRANT COUNTY POWER INC.

Chairman - B. Poland

Corporate Manager – D. Sleeth

**POWER WORKERS' UNION
(CUPE LOCAL 1000)**

Journeyman/Lineman D. Chambers

**Union Steward
Journeyman-Lineman L. Folsetter**

Mel Hyatt – Vice-President PWU

SCHEDULE 'A'

CLASSIFICATION AND HOURLY RATES

<u>CLASSIFICATION</u>	Current Rate/hour		April 1 2003	April 1 2004	April 1 2005
Sub Foreman/Leadhand	26.07	107%	26.94	27.76	28.59
Journeyman/Lineman	24.45	100%	25.18	25.94	26.72
4th year	22.23	95%	23.92	24.64	25.38
3rd year	20.05	90%	22.66	23.35	24.05
2nd year	17.79	80%	20.14	20.75	21.38
1st year	16.47	70%	17.63	18.16	18.70
Start Rate	14.00	60%	15.11	15.56	16.03
Meter Tech/Leadhand	25.49	107%	26.45	27.24	28.07
Journeyman/MeterTech	24.00	100%	24.72	25.46	26.23
4th year	22.80	95%	23.48	24.19	24.92
3rd year	21.60	90%	22.25	22.92	23.61
2nd year	19.20	85%	21.01	21.64	22.30
1st year	16.80	70%	17.30	17.82	18.36
Start Rate	14.40	60%	14.83	15.28	15.74