

COLLECTIVE AGREEMENT

BETWEEN

**BPC DISTRICT ENERGY INVESTMENTS
LIMITED PARTNERSHIP
("Company")**

and the

**POWER WORKERS' UNION
CUPE Local 1000
("Union")**

(covering certain employees at the Windsor District Energy Plant)

September 1, 2010 - August 31, 2013

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Agreement

General Purpose

The purpose of this Agreement is, in the mutual interests of the Company and its employees at the Windsor District Energy Plant, to establish orderly Collective Bargaining concerning certain working conditions between the Company and its employees represented by the Union. It is in the interests of all to recognize the business environment the plant operates in and to further its safe, economic and businesslike operation.

Article 1 - Recognition

1.01 The Company recognizes the Power Workers' Union as the collective bargaining agent for all employees of the Company employed at the Windsor District Energy Plant save and except for Facility Manager and persons above the rank of Facility Manager.

Article 2 - Discrimination and Intimidation

2.01 This Agreement will be applied to all bargaining unit employees without discrimination as defined in the Ontario Human Rights Code.

2.02 The Company agrees there shall be no discrimination or intimidation by the Company against any employee because of the employee's membership in the Union or by virtue of his holding union office.

Article 3 - Management Rights

3.01 It is the exclusive right of the Company to supervise its employees. Without limiting the generality of the foregoing, this will include the right to:

- set-up, manage and organize the affairs of the business in an efficient and economic manner, including the right to discontinue the business
- manage and direct the workforce, including the right to hire, schedule, promote, demote, assign, lay-off, recall, discipline and discharge
- determine job content, performance standards and qualifications

3.02 The Company agrees that this right will not be exercised in a manner inconsistent with this Agreement.

Article 4 - Discipline and Discharge

- 4.01** Any allegation that an employee has been demoted, suspended, discharged or otherwise disciplined without just cause shall be a fit matter for the grievance and arbitration procedures outlined elsewhere in this Agreement.
- 4.02** Prior to demoting, suspending, discharging or otherwise disciplining an employee, the company will, if practicable, advise the Union of the action to be taken and the rationale for it. If it is not practicable beforehand, the Company will provide this information to the Union as soon as practicable afterwards.
- The parties recognize that there may be situations where immediate action needs to be taken and communication with the union can only happen after the fact.
- 4.03** After a letter of reprimand has been on an employee's file for a period of two years, and there have been no further occurrences, then the letter of reprimand will be removed from all files.

Article 5 - Grievance Procedure

- 5.01** Every effort will be made by the parties to resolve matters as quickly as possible.
- 5.02** If an employee wishes to have a complaint heard, it must first be taken up orally with his supervisor within 7 working days of the employee first becoming aware of the circumstances that form the basis of the complaint. He may do this personally, with or without his Steward. The supervisor will provide an oral response within 4 working days of the matter being presented.
- 5.03** If the response at 5.02 above is not satisfactory, the steward may request a meeting to discuss the matter further. The Steward will outline the nature of the concern in writing prior to this meeting. The meeting will be held within 2 weeks.
- 5.04** Management will provide a written response within 4 working days of the meeting referenced in 5.03 above.
- 5.05** The Steps referenced in this Article will typically occur in Windsor. The parties agree that changes in venue will be rare and will only occur by mutual agreement.
- 5.06** The time allowances are mandatory and may not be extended except by mutual agreement.

Article 6 - Arbitration Procedure

- 6.01** Every effort will be made by the parties to resolve matters prior to proceeding to Arbitration.
- 6.02** If a Grievance remains unresolved following the Grievance Procedure then it may be referred to Arbitration within two weeks of the written management response referenced in 5.04 above.
- 6.03** Within one week of the referral referenced in 6.02 above the parties will confer to identify a sole Arbitrator. In the event the parties cannot agree on an Arbitrator, they will jointly ask the Ministry of Labour to appoint one.
- 6.04** Arbitration Hearings will be held in Windsor.
- 6.05** The time allowances are mandatory and may not be extended except by mutual agreement

Article 7 - Wages and Probationary Period

- 7.01** The number and level of classifications used will be governed by plant business and technical needs, as determined by management.
- 7.02 Wage Rates and Steps:**

These tables include the shift differential as per Article 8.03.

Effective 09/01/2010

	0	1	2	3	4	5
DE I	\$33.32	\$37.02	\$37.66	\$38.29	\$38.92	\$39.57
DE II	\$30.75	\$34.16	\$34.81	\$35.42	\$36.07	\$36.69
DE III	\$28.15	\$31.30	\$31.90	\$32.55	\$33.18	\$33.83
DE IV	\$25.56	\$28.42	\$29.05	\$29.68	\$30.32	\$30.95

Effective 09/01/2011

	0	1	2	3	4	5
DE I	\$34.24	\$38.04	\$38.70	\$39.34	\$39.99	\$40.66
DE II	\$31.60	\$35.10	\$35.77	\$36.39	\$37.06	\$37.70
DE III	\$28.92	\$32.16	\$32.78	\$33.45	\$34.09	\$34.76
DE IV	\$26.26	\$29.20	\$29.85	\$30.50	\$31.15	\$31.80

Effective 09/01/2012

	0	1	2	3	4	5
DE I	\$35.27	\$39.18	\$39.86	\$40.52	\$41.19	\$41.88
DE II	\$32.55	\$36.15	\$36.84	\$37.48	\$38.17	\$38.83
DE III	\$29.79	\$33.12	\$33.76	\$34.45	\$35.11	\$35.80
DE IV	\$27.05	\$30.08	\$30.75	\$31.42	\$32.08	\$32.75

- Step 0 is applicable to all Probationary, Part-Time and Temporary Staff.
- Probationary period is 3-6 months. Upon appointment to Regular Status, staff will be placed at the appropriate step, which would normally be Step 01, but could be higher.
- Progression from Step 0 to 5 is contingent upon completion of management prescribed training (not time based).
- Employees who achieve a Second Class Operating Engineer Certificate, while in the employ of the Company, will receive a one time payment of \$1,500.00, less required statutory deductions. BPC plant does not currently meet steam requirements for obtaining 2nd Class ticket, as such, payment of \$1,500.00 is only applicable if employee receives actual certification as a 2nd Class Operating Engineer.
- Employees, who achieve a Refrigeration Operator Class A, while in the employ of the Company, will receive a one- time payment of \$300.00, less required statutory deductions.

7.03 Probationary employees must serve a minimum of three months on probation. If service is satisfactory, they may be accorded regular status at that time. A further period of not more than three months can be used as a further period of probation if it is needed. When disciplining or discharging a probationary employee for just cause, it is recognized that the probation period is an extension of the selection process and that they have short service. Therefore, the threshold for discipline and discharge may be less than that of a regular employee in similar circumstances.

7.04 Appointments to Regular status are contingent on satisfactorily meeting the Company's medical and plant security requirements.

Article 8 - Hours of Work, Premiums and Shift Differential

8.01 The Company will devise shift schedules appropriate to the needs of the business. It is recognized that from time to time business needs will change on both short term (e.g. emergencies) and longer-term bases (e.g. general change in business conditions or customer requirements). When business conditions dictate a change to shift schedules the Company will advise affected employees as soon as practicable, but no less than **seven (7)** calendar days in advance. Failure to give such notice will require that the appropriate premium rate will be paid until the notice period has elapsed.

- 8.02** Where an employee's regularly scheduled shift falls on a weekend, employees will be paid as follows:
- Saturday - one and one quarter times the employee's basic rate
 - Sunday - one and one half times the employee's basic rate
- 8.03** Shift Differential - During negotiations for the 2004 – 2007 agreement a shift differential of 2% was added and is included in the base rate(s) listed in the Wage Rate tables of Article 7.02. This replaced afternoon shift premiums and night shift premiums for both eight hour and twelve hour shifts.
- 8.04** Where shifts cover more than one calendar day, the 'day' for premium purposes will be deemed to be the day the bulk of the regularly scheduled hours occur.
- 8.05** When an employee is formally asked to perform the duties of a higher classification for periods of a day or longer, they shall receive a premium of 5% over and above their basic rate.
- 8.06** An employee who is formally asked to perform the role of Acting Chief Operating Engineer shall receive 5% above the DE II at the same STEP as their normal rate.

Article 9 - Overtime and Call In

- 9.01** An overtime rate of time and one half the employee's base hourly rate will be paid for all hours worked outside regularly scheduled hours in a 24 hour period.
- 9.02** Where an employee would be eligible for premiums under both Article 8 and 9, only the higher premium will apply.
- 9.03** Employees called in to work during non-scheduled hours will be compensated at time and one-half for either all hours worked, or for three (3) hours, whichever is greater.
- 9.04** Employees required to work during non-scheduled hours on Saturday and Sunday will be compensated at two times the employees' hourly rate for either all hours worked, or for three (3) hours, whichever is greater.
- 9.05** The Company will make best efforts to provide employees of advance notice of overtime requirements. The Company shall also make best efforts to distribute the overtime equitably amongst all qualified, regular employees. Overtime hours offered to and turned down by the employee will be considered as hours worked for the calculation of overtime distribution equity.
- 9.06** **When an employee is required to remain at work more than two (2) hours beyond their normal daily scheduled hours they shall be provided with a meal allowance of fifteen (\$15.00) dollars.**

Article 10 - Statutory Holidays

10.01 Following will be recognized as Statutory Holidays:

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

10.02 To be eligible for payment for Statutory Holidays, employees must work their regularly scheduled shift immediately before and after the Statutory/Paid Holiday.

Vacation time is considered to be time worked for purposes of 10.02.

10.03 When an employee's regularly scheduled shift falls on a Statutory holiday, they will receive an eight hour lieu day to be scheduled at a later date. Employees may carry forward up to a maximum of 100 hrs from one calendar year to the next.

10.04 When an employee's regularly scheduled shift falls on a Statutory holiday they will be paid at two times their basic rate.

10.05 Floating Holidays - Regular and probationary employees who have accumulated 20 weeks' continuous service in any calendar year will be entitled to three (3) floating holidays to be taken at a time mutually agreed upon, following reasonable advance notice on the part of the employee.

Article 11 - Absence from Work

11.01 A regular employee who is absent from their regularly scheduled shift solely due to the death and funeral of their father, mother, son, daughter, husband, wife, sister, brother, mother-in-law, father-in-law or grandchild will be granted a Leave of Absence up to five working days. This Leave of Absence must normally include the day of death or the day of funeral.

11.02 A regular employee who is absent from their regularly scheduled shift solely due to the death and/or funeral of their grandparents and grandparents-in-law will be granted a three day leave of Absence. This Leave of Absence must normally include the day of death or the day of the funeral.

11.03 Employees will be reimbursed at their basic rate by the Company for time lost from their regularly scheduled shifts as a result of such Leaves of Absence.

11.04 Base earnings will be maintained when an employee is called for Jury Duty or is subpoenaed to appear in court as a crown witness except in cases involving inter-union jurisdictional disputes.

Article 12 - Plant Security

12.01 As a condition of continuing employment, employees must satisfactorily meet Plant Security requirements. The parties recognize that the plant location and the general association with the Casino Complex leads to certain very specific Security issues that will be reflected in employees' working conditions.

12.02 Management will keep the union advised of security issues, including any factors that may/will affect employees' working conditions.

Article 13 - Strikes and Lockouts

13.01 During the term of this Agreement, the Company agrees there will be no lockout; the Union agrees that there will be no strike, work stoppage or other interference with work.

13.02 In the event of strike, work stoppage or other interference with work, the Union agrees it will repudiate it forthwith and require the employees to return to work.

Article 14 - Seniority, Increase and Decrease in Forces

14.01 In all cases of lay-offs and displacement, total seniority from the employee's last date of hire will be the major factor, subject to the remaining employees being able to immediately do the remaining work at all times.

14.02 Seniority will be applicable only at the Bargaining Unit referenced in Article 1 Recognition (ie the Windsor District Energy Plant).

14.03 When there is a requirement to reduce the staff in a Classification (eg DE III), the junior employees will be laid off from that Classification. Once the employees to be laid off from a Classification have been identified, they shall be given Notice of Layoff pursuant to the Employment Standards Act (Ontario). This Notice shall be considered to be Notice of Layoff to all employees in the plant junior to those initially affected.

14.04 When an employee has been laid-off from a Classification pursuant to 14.03, they are entitled to displace junior employees in lower rated Classifications, as long as a workforce able to do the work at all times is maintained.

Article 15 - Dues

15.01 In all cases for employees in the Collective Bargaining Unit as defined in Article 1 (Recognition), the Company shall be responsible for the signing of dues authorizations and shall deduct from the bi-weekly wages of each employee an amount equal to the union dues in effect at the time and shall transmit the monies so deducted to the Financial Officer of the Union at the times designated by the Union.

Article 16 - Stewards

16.01 There shall be one Steward representing PWU representing the Company's employees at the Windsor District Energy Plant.

16.02 The Union will advise the Company of the name of the Steward.

16.03 The Union recognizes that the Steward is an employee of the Company and as such has regular, ongoing duties to perform. The Company recognizes that as a representative of the Union the Steward has certain obligations to carry out. It is in the interests of all the parties that the Steward's Union duties be carried out well and scheduled so as to minimize disruption (and related costs) to operations.

16.04 When the Steward cannot carry out his/her regularly scheduled duties due to a Union request to be on Union business (eg Arbitrations), the Union shall be responsible for making up the employee's wages for that period of time affected.

Article 17 - Vacations

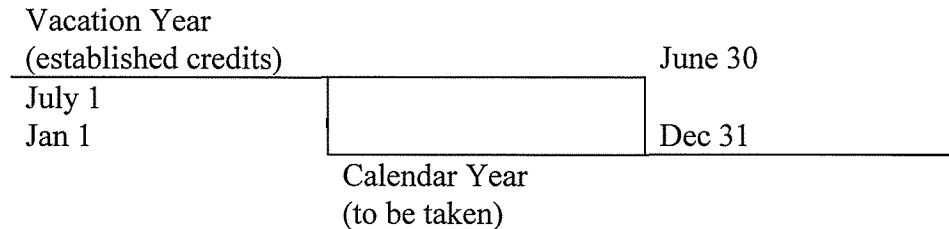
17.01 General Policy

Whenever possible, vacations will be granted at dates requested by the employees, but in view of the Company's role in providing a vital service at all times, the Company reserves the right to determine the dates when vacations may be taken. The Company will respond to vacation requests in a timely manner. Local agreements will be used to achieve this.

Subject to the above paragraph and exceptions resulting from unforeseen or emergent circumstances, vacations for regular operators will be governed by the following; fourteen consecutive days off within the period June 1st to September 1st (summer schedule) to all regular operators. Consecutive days referred to above include all calendar days, not vacation days.

17.02 Relationship between Vacation Year and Calendar Year

For the purpose of calculating vacation allowances, the vacation year commences July 1 of the previous year and ends June 30 of the calendar year in which the vacation is to be taken.



17.03 Vacation Entitlement

Definition: The Employment Standards Act states that every employer shall give to each employee a vacation with pay of at least two weeks upon the completion of each 12 months of employment. The amount of pay for such vacation shall not be less than an amount equal to four percent (4%) of the wages of the employee in the 12 months of employment for which the vacation is given.

Wages are defined as any monetary remuneration payable by an employer to an employee under the terms of a contract of employment as well as any payment under the Employment Standards Act except vacation pay. Included in wages are termination pay, overtime pay, holiday pay, sick pay, equal pay adjustments, shift differentials, premiums for weekend or holidays, on-call and standby.

Wages do not include vacation pay previously paid in the 12-month period, supplementary unemployment benefits, tips or other gratuities, gifts and bonuses that are dependent on the discretion of the employer and are not related to hours, production or efficiency. Also excluded are traveling allowances or expenses, contributions made by an employer to pension funds, unemployment insurance, death grants, disability plans, accident plans, sickness plans, medical plans, nursing plans or dental plans.

Where an employee receives a greater benefit for vacation or vacation pay, that benefit will prevail over the conditions set out in the Employment Standards Act.

The amount of pay for a vacation shall be not less than an amount equal to four percent (4%) of the accumulated wages of the employee in the 12 months of employment for which the vacation is given and in calculating wages no account shall be taken of any vacation pay previously paid.

17.03.01 Regular Employees

A regular employee shall be eligible for a vacation of:

Less than One Year's Service by June 30: One working day for each full month of service completed between June 30 of the previous year and July 1 of the current year up to a maximum of two weeks (10 working days).

The employee shall be paid four percent (4%) of the accumulated wages in the year for which the vacation is given.

For One Year and Less Than Three Years' Service: 10 working days (two weeks) annually. Vacation pay shall equal 10 days' base earnings or four percent (4%) of accumulated wages, whichever is greater.

For Three to Seven Years of Service: 15 working days (three weeks) annually when an employee has completed from three to seven years of service by the end of any calendar year. Vacation pay shall equal 15 days' base earnings or four percent (4%) of accumulated wages whichever is greater.

For Eight to Fifteen Years of Service: 20 working days (four weeks) annually when an employee has completed 8 to 15 years of service by the end of any calendar year. Vacation pay shall equal 20 days' base earnings.

For Sixteen to Twenty-Four Years of Service: 25 working days annually when an employee has completed 16 to 24 years of service by the end of a calendar year.

Vacation pay shall equal 25 days' base earnings.

In the year in which the employee is first eligible for 25 working days' vacation, he/she shall be granted it in one continuous period if he/she so requests.

NOTE

Employees hired on the first working day of January shall be deemed to have completed a calendar year on December 31 of the same year.

For Twenty-Five or More Years of Service: 30 working days' vacation in the calendar year in which he/she completes 25 years of service, and in each succeeding year.

Vacation Bonus

In the calendar year in which a regular employee completes:

- 26 years' service - 1 day's base pay
- 27 years' service - 2 days' base pay
- 28 years' service - 3 days' base pay
- 29 years' service - 4 days' base pay
- 30 years' service - 5 days' base pay
- 31 years' service - 6 days' base pay
- 32 years' service - 7 days' base pay
- 33 years' service - 8 days' base pay
- 34 years' service - 9 days' base pay
- 35 years' service - 10 days' base pay and beyond

The vacation bonus shall be calculated on the employee's base rate of pay as of July 1st of the year in which the bonus is payable. These bonuses are payable on the closest payday to July 1st of each year.

17.03.02 Regular Part-Time Employees

Regular part-time employees are eligible for paid vacation time off. The entitlement is based on calendar years of service and payment for time off is calculated on a pro-rata basis.

Pro-Ration Formula: The regular part-time employee benefit pro-ration formula is calculated based on the hours worked by the regular part-time employee expressed as a percentage of the normal scheduled number of hours for the classification. Where the number of regular part-time hours vary in a week it will be necessary to calculate this percentage over a jointly agreed upon extended period to get an accurate figure.

17.03.03 Probationary Employees

A probationary employee shall be entitled to a vacation of one working day for each full month of service completed between June 30 of the previous year and July 1 of the current year up to maximum of two weeks (10 working days).

Four percent (4%) of the total pay of the employee shall be paid in the year for which the vacation is given - whichever is greater.

17.03.04 Temporary Employees Made Regular

On attaining regular status, temporary employees will receive vacation entitlement for all service.

17.03.05 Temporary Employees

For less than one year's accumulated service: Entitled to a cash vacation allowance of four percent (4%) of all accumulated wages.

17.04 Special Provisions and Allowances

17.04.01 Deferment or Interruptions of Vacations

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

When an employee is called back from vacation or when an employee's vacation is cancelled at the request of the Company, the employee shall receive premium rates of pay for all normal hours worked on cancelled vacation days for which seven calendar days' notice has not been given up to a maximum of seven calendar days.

NOTE

In the above cases, the deferred or interrupted vacation days are to be rescheduled at a later date subject to Sections 17.01 and 17.05.

17.04.02 Statutory Holidays and Vacations

If statutory holidays, to which an employee is entitled with pay, occur within his or her vacation period, the employee shall be granted an additional day's vacation for each in lieu thereof.

17.04.03 New Employees

An employee joining the staff between January 1 and June 30 and taking a vacation before July 1, shall receive only the days allowed for service to the date of commencing the vacation. Any remaining days credited for service between the vacation commencement date and June 30 shall be taken between July 1 and December 31.

An employee joining the staff between January 1 and June 30 and taking his vacation after July 1, shall receive only the days allowed for service to June 30.

If an employee joins the staff between July 1 and December 31, no vacation allowance can be used until after December 31.

17.04.04 Re-engaged Employees

An employee whose employment is terminated and who is re-engaged within 12 months of termination shall be granted a vacation allowance based on the employee's re-established service credit. However, the initial vacation allowance, while prorated on the same basis as above, must be taken as outlined in Section 17.04.03.

17.05 Postponed Vacations

17.05.01 With the exception of new employees as outlined in Section 17.04.03, vacations appropriate to the particular calendar year may be granted at any time but normally must be completed by the end of that year. Carry-over or postponement of vacations beyond the end of that year shall be in accordance with the following:

1. Where it is mutually agreeable, the employee may carry-over a maximum of one week's vacation to the following year (to be taken by April 30 of that following year). Request for carry-over must be made prior to September 1.
2. Under special extenuating circumstances (as identified in Subsections 17.04.02, 17.05.02 and 17.05.04), application for postponement or carry-over of more than one week's vacation may be made to the respective director, or official of equivalent rank, but the vacation must be completed by April 30 of the next year.
3. Upon eligibility of 25 working days (5 weeks) of annual vacation, employees may defer and accumulate any vacation entitlement beyond 15 days per year. A maximum of 30 weeks' vacation may be banked. Banked vacation may be taken at a later date, subject to the supervisor's approval, or may be taken as a cash payment upon retirement.

17.05.02 An employee who is on sick leave shall not be granted a vacation until judged fit to return to work. If still disabled when sick leave credits expire, however, the employee may be placed on earned vacation.

17.05.03 An employee who becomes ill while on vacation shall not be placed on sick leave until after termination of the vacation. Under exceptional circumstances in case of very serious illness, sick leave may be granted at the discretion of the Company's designated healthcare practitioner. The employee would then be entitled to the unused portion of his/her vacation after recovery from the illness.

Minor illnesses and injuries may cause some degree of discomfort or disability to an employee while on vacation. Yet for the most part, these do not necessitate complete removal from the vacation setting or loss of

the beneficial effects of the holiday. However, when an employee on vacation becomes seriously ill or injured and as a result must be removed from vacation setting entirely, he or she should be entitled to sick leave.

The decision as to when an illness or non-occupational injury is sufficiently severe to justify transfer from vacation to sick leave should be made on medical grounds and rests with the Company's designated healthcare practitioner. Normally hospitalization or complete confinement to bed in the home under regular physician's care have been the criteria used to judge severity, often after consultation with the attending doctor. "Exceptional circumstances" may include a number of things such as hospitalization, the need to be flown home from a trip abroad, becoming seriously ill on the first day of vacation, etc.

The decision to transfer from vacation to sick leave must be based on reliable medical evidence and made by the Company's healthcare practitioner. All cases of requests for such consideration should be referred to the Company's healthcare practitioner without exception.

- 17.05.04** Where an employee is on sick leave or workers' compensation and thereby is unable to use his or her vacation credit during the current year such vacations may be carried over to the following year in accordance with Sections 17.01 and 17.05.01. Any outstanding vacation credit that has not been approved for carry over into the next year shall be paid out by Dec. 31 of the current year.

17.06 Vacation Payment on Termination

An employee whose service is terminated by the Company or by resignation shall be entitled to a cash payment in lieu of an outstanding vacation allowance, calculated proportionately from July 1 marking the beginning of the 12-month period in which the vacation entitlement applies. Upon the death of an employee, his or her estate shall be entitled to the same payment.

The payment will be based on:

1. Four percent (4%) of accumulated wages for an employee entitled to the prorated amount of 10 working days annually.

NOTE

In each of the following subsections, the minimum amount to be paid must be at least four percent (4%) of accumulated wages (see Definition, Subsection 6.3) of the employee in the year for which the vacation is earned.

2. Six percent (6%) of base earnings to date for an employee entitled to 15 working days annually.

3. Eight percent (8%) of base earnings to date for an employee entitled to 20 working days annually.
4. Ten percent (10%) of base earnings to date for an employee entitled to 25 working days annually.
5. Twelve percent (12%) of base earnings to date for an employee entitled to 30 working days annually.

The value of the vacation bonus will be based on the employee's base rate at the time of termination. The vacation bonus for the incomplete year of service is pro-rated for the number of completed months from the employee's ECD to the date the employee terminates.

Vacation allowance regulations for employees whose service is terminated owing to retirement on early, normal, disability or postponed pension are in accordance with the above.

Article 18 - Health and Welfare

Annually, the Company will pay each employee eight hundred (\$800.00) dollars less statutory deductions. These payments shall be made in the first pay period after September 1st. Employees shall have the option of directing such payments directly into an RRSP.

18.01 Employees shall be eligible for Health and Welfare Benefits outlined in Appendix "A" effective upon completion of thirty calendar days of employment. Subject to the terms and conditions of the policies and benefit plans mentioned in Appendix "A", the Employer agrees to pay 100% of the billed premiums for same for the Health and Welfare programs listed below for the duration of the Collective Agreement.

Life Insurance

Extended Health Care – Health Insurance and Dental

Accidental Death and Dismemberment

Dependent Life Insurance

18.02 Employees will be entitled to participate in a pension plan program on terms and conditions as set out in Appendix "A".

18.03 All the health and welfare benefits referenced in Article 18.01 and Pension Plan program 18.02 shall, (save for sick leave which is self insured), be as more particularly described and set forth in the respective plan documents and policies of insurance. Appendix "A", attached hereto, is intended to describe certain plan highlights with said plans as noted above being more particularly described and set forth in the respective plan documents and policies of insurance. Any dispute over the provision or payment of benefits under such plans or policies shall be discussed between the employee/union and the insurer concerned in an attempt to resolve the issue. If a satisfactory resolve cannot be reached then the Union has the right to file a grievance and if such an issue remains unresolved when the grievance process has

been completed then the Union may proceed to arbitration. A copy of said plan(s) shall be provided to the employee and the Union.

18.04 It is understood that the Company may at any time substitute, where applicable, another carrier for any of the above benefit plans. Before making such a substitution, the Company shall notify the Union. If such a substitution is made it is understood that absolutely no changes to any of the benefit provisions are permitted.

Article 19 - Certificate Renewals

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

19.02 DE Operators will be given a paid day off when they write their second class Operating Engineer or Refrigeration Operator Class A examinations if the examination is scheduled to be written during the employee's regularly scheduled shift so long as they provide seven days advance notice to the Company.

Article 20 – Safety

20.01 (A) The Corporation and the Union agree that they will cooperate to the fullest practical extent in the prevention of accidents and in the promotion of the safety and health of employees and in this endeavour it is recognized that the employees may bring any problems in these areas to the attention of a Chief Engineer and/or the Union.

(B) The Corporation and the Union agree to fully abide by the provisions of the Occupational Health and Safety Act.

(C) To promote safety, safety headgear, eye protection, rubber gloves (electrical), and similar items which are designed exclusively for the safety of employees and the wearing of which is made obligatory on certain types of work, will be provided by the Company.

20.02 Employees required to wear protective footwear will be reimbursed as follows:

- a dollar limit of \$200.00 will apply to each purchase of CSA Approved Electrical Shock Resistant (ESR) footwear.
- purchases are eligible on an as-required basis, and in any event, not more often than once in a calendar year.

20.03 Eye Protection

Approved eye protection shall be supplied to individual prescription to all employees who normally wear glasses and are required to wear eye protection for an appreciable amount of time in the performance of their duties.

20.04 The Company shall supply clean coveralls or shirts and pants to all employees. The Company shall be responsible for the timely laundering of such clothing.

20.05 All employees shall be offered a hearing test on an annual basis. The hearing tests will be paid for by the Company and will be conducted by a certified Audiologist. The hearing tests will be scheduled by the Company during regularly scheduled working hours.

Article 21 - Temporary and Part Time Employees

21.01 When the Company determines that work is to be performed on a temporary basis by Temporary Employees, it will advise the Union of both the nature of the work and its expected duration. It is expected that normally this information will be provided prior to the start of the work.

21.02 Temporary employment periods will not normally exceed one year duration. Employees hired on a Temporary basis will not accumulate service.

21.03 When the Company determines that work is to be performed on a part time basis, it will advise the Union of the nature of the work. It is expected that normally this information will be provided prior to the start of the work.

Article 22 – Banked Time

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

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

22.03 If no request is made prior to the overtime being worked, payment at the appropriate overtime rates will be automatic and paid as per Article 9.

22.04 The employees can bank up to 80 hours in a calendar year. If the employee cancels scheduled banked time it will be paid out and cannot be put back in the bank.

22.05 Any banked time in lieu of overtime not scheduled off or taken as of December 1 each year will be paid out as of December 31 of each year.

Article 23 – Successor Rights

- 23.01** In the event that the Company sells or merges or amalgamates with any other body, or transfers any part or all of its business to another body, the successor rights provisions of the Ontario Labour Relations Act, 1995, as amended and in effect as of date of ratification, or should the Union so elect, as then presently in effect shall be incorporated by reference into this Collective Agreement.
- 23.02** Should any union file any application at the Ontario Labour Relations Board in an effort to gain representative rights for employees of the New Employer, the Company shall not take any position in such proceedings other than to recognize the rights of the PWU to represent the employees under this agreement.

Article 24 – Term

- 24.01** This Agreement shall come into effect as of the 1st day of September, 2010, and shall remain in effect until the 31st day of August, 2013 and from thereafter from year to year unless terminated by written notice given by one of the parties to the other within a period of not more than two months, but not less than one month prior to the anniversary date.
- 24.02** In the event that either party desires to amend the Agreement but not to terminate the same, either party may, by notice in writing not more than 90 days and not less than 30 days before the anniversary date, serve notice of the proposed amendments and both parties shall thereupon commence to negotiate in good faith with a view to arriving at an agreement on the proposed amendments and all provisions of the Agreement, other than those proposed to be amended, shall continue in full force and effect.

Article 25 – Pregnancy/Parental/Adoption Leave

- 25.01** A female employee may continue at work during her normal pregnancy until such time as the duties of her position cannot be performed reasonably by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- 25.02** If she has been employed by the Company for a period of thirteen (13) weeks immediately preceding the estimated day of her delivery, she will, on request, be granted a pregnancy leave.

Options:

1. Normal Leave

An eligible female employee may apply for normal pregnancy leave/parental leave of up to fifty-two 52 weeks duration, commencing no earlier than eleven (11) weeks prior to the expected confinement date. She shall give the Company two (2) weeks

notice in writing of the day upon which she intends to commence her leave of absence. Alternatively, the employee may terminate her employment at this time, if she prefers.

When the actual date of delivery is later than the estimated day of delivery, the normal leave of absence shall not end before the expiration of six (6) weeks following the actual date of delivery.

2. Discontinued Pregnancy Leave

An employee who delivers prematurely and whose child is consequently hospitalized is entitled to discontinued pregnancy leave. She can return to work before the end of her pregnancy leave and complete it when the child no longer requires hospital care.

25.03 Physician's Certificate

When an employee applies for pregnancy leave, she must provide the Company with a certificate from her physician stating that she is pregnant and giving the estimated date of delivery.

25.04 Return to Work

Prior to commencing any pregnancy/parental/adoption leave, the employee must indicate in writing their desire to return to work following the leave. The Company will give an employee their previous job upon return to work without loss of seniority.

25.05 Pregnancy Leave Payment

Employees who are eligible for pregnancy leave shall be paid a pregnancy leave benefit in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this benefit, the employee must provide the Company with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to the Employment Insurance Act.

25.06 Parental Leave/Adoption Leave

Employees who are eligible for parental leave/adoption leave shall be paid in accordance with the Supplementary Unemployment Benefit (SUB) Plan. Each parent who has been employed by an employer for at least thirteen (13) weeks is entitled to a parental leave/adoption leave of up to thirty-seven (37) weeks maximum, following the birth of a child or when the child first comes into custody and care of the parent. The employee shall provide the Company two (2) weeks notice in writing of the day upon which the leave of absence commences.

25.07 Legal Adoptions – Primary Care-Giver

In cases of legal adoption where the child is raised in the home the following will apply after receipt of the child.

1. Where the child is less than elementary school age, the primary caregiver will be granted leave of up to 17 weeks.
2. Where the child is elementary school age or older and the primary caregiver requests leave, the duration will be based on the recommendation of the adoption agency with the final decision being made by the Company.
3. The primary caregiver is also entitled to parental leave.

25.08 According to the Supplementary Unemployment Benefit (SUB) Plan, payment will consist of:

PREGNANCY/PARENTAL BENEFITS – ALL GROUPS

SITUATION	TOTAL WEEKS	PREGNANCY	PARENTAL/ADOPTION LEAVE
BIRTH MOTHER	52 wks max	2 weeks at 93% + 15 weeks – EI + SUB = 93%	3 weeks EI + SUB = 93% + 32 weeks EI
BIOLOGICAL FATHERS/ADOPTION LEAVE	37 wks max	N/A	3 weeks EI + SUB = 93% + 34 weeks EI (*Includes 2 week waiting period if required)
LEGAL ADOPTION - (Primary Care-Giver)	52 wks max	2 weeks at 93% + 15 weeks – EI + SUB = 93%**	3 weeks EI + SUB = 93% + 34 weeks EI (*Includes 2 week waiting period if required)

These payments will only be made if the employee signs an agreement with the Company providing:

- (a) that they will return to work and remain in the Company employ for a period of six (6) months from the date of return to work;
- (b) that they will return to work on the date of the expiry of the pregnancy leave, unless the employee is entitled to another leave provided for in this Agreement; and

- (c) that the employee recognizes that she is indebted to the Company for the payments received if she fails to return to work as per the provisions of subsections (a) and (b).

25.09 Benefits

The Company will pay 100% of the premiums for Life Insurance, **LTD**, Extended Health Care – Health Insurance - Dental, Accidental Death and Dismemberment and Dependent Life Insurance and Dental Plan for employees granted normal or parental/adoption leave. The Company will also continue to pay its pension plan contribution. There will not be any loss of vacation or sick leave entitlement during normal or parental/adoption leaves.

Article 26 - Joint Committees and Joint Health & Safety Committee

26.01 Joint Pension and Life Insurance Committee

To govern the administration and the financial status of the Pension and **Life** Insurance Plan covering all plan members and to recommend changes as set out below:

26.02 Personnel

The "Joint Pension and Insurance Committee" shall meet twice the first contract year and annually thereafter and shall consist of the following members:

- 2 Union members, one being the VP, PWU
- 2 Company Representatives

Each party will have the right to have a reasonable number of resource personnel attend the meeting. The chair will rotate between the Company and the Union, one meeting each.

Every effort will be made to reach unanimous decisions. In the event that a unanimous decision cannot be reached, decisions will be by a vote of a majority of members representing both the Union and the Company.

Both the Union and the Company are jointly responsible for decisions taken by the Committee with respect to administration of the Pension Plan.

26.03 Function

To oversee the governance of the plan with access to the necessary information:

Pensions

- (a) Administer the Pension Plan as established under the associated regulations and rules, and other applicable legislation
- (b) Promote awareness and understanding of the Pension Plan on the part of Plan members.

Life Insurance

- (a) Review the financial position, premiums and taxable benefits of the life insurance provisions of the Plan.
- (b) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

26.04 Joint Health and Safety Committee

The parties will consult regularly on employee health and safety matters. The following joint committee will be established to facilitate this consultation.

1. Goal

To participate in the formation of health and safety strategy, policy and training requirements by providing information and opinion from the Union to the Company's executive on employee health and safety.

2. Personnel

- (a) One representative of the Company.
- (b) The worker's Health and Safety Representative (Union to appoint the worker's Health and Safety Representative).

3. Function

- (a) Identify and resolve problems and issues related health and safety.
- (b) Review proposed health and safety initiatives and advise on effectiveness and implementation plans.
- (c) Evaluate existing policies, procedures and work practices and advise the Company on recommended changes. This function applies particularly to safety rules and work protection code.
- (d) Develop Joint Policies on Health and Safety

- i) Each employee has the authority to stop unsafe work and make every effort to make the work safe.
- (e) Recommend training initiatives.
- (f) The committee will meet quarterly or as mutually agreed.

Article 27 - Lead Hand

1. The Corporation has the sole discretion to determine whether or not a vacancy exists in respect of the assignment of a Lead Hand and Plant Maintenance, which is an assignment falling within the Union's Bargaining Unit and therefore part of its bargaining responsibilities.
2. In considering the "skill and ability" of applicants for the assignment as Lead Hand and Plant Maintenance it will be relevant for the Corporation to consider, without limitation, communication and interpersonal skills, which consideration will inevitably require subjective determinations by the Corporation
3. A premium of 11.2% of the top DEIII rate will be paid in addition to the hourly rate established in the Collective Agreement for the appropriate step.
4. This new rate will be the rate used for calculating any overtime and will be considered base salary for the calculation of pension contributions.
5. A 5% premium will be paid when formally asked to perform the role of Acting Chief Operating Engineer. This premium will be added to the new hourly rate.
6. The normal hours of work will be 7:00am to 3:00pm Monday to Friday. Any additional hours worked shall be paid at premium rates.
7. Guidelines for the position of Lead Hand will be determined from time to time by the Corporation, but will generally be as set out in Appendix A.2 (see Memorandum of Agreement dated April 15, 2008). Generally, a Lead Hand will be responsible for some new functions, some functions traditionally those of a Chief Operating Engineer, and some functions traditionally those of shift engineers.

Article 28 – Reduction of Staff/Plant Closure

Reductions of staff will be achieved through attrition or volunteers to the extent possible.

No regular employee shall be involuntarily laid off until the Company has provided notice to the Union and the Union and the Company have met and discussed issues related to the layoff, including severance, recall, and other possible alternatives to layoff.

For the Company

For the Union

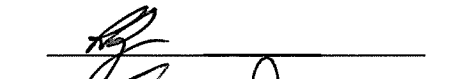
**BPC DISTRICT ENERGY GENERAL
PARTNER INC. in its capacity as sole
general partner for and on behalf of
BPC DISTRICT ENERGY INVESTMENTS
LIMITED PARTNERSHIP**

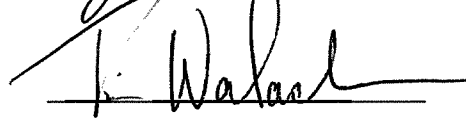
POWER WORKER'S UNION




Peter-Paul Bloemen
Vice President









Dated this 11 day of MARCH 2011

APPENDIX A

18.05 Sick Leave Plan

The benefits of the Company's Sick Leave Plan shall be considered as part of this Agreement. There are two sick leave plans, one for employees hired on or after January 1, 2001 and one for employees hired prior to January 1, 2001. Both plans are described below.

It is recognized that the provisions of the sick leave plans are not an automatic right of an employee and the administration of the plan and all decisions regarding the appropriateness or degree of application shall be vested solely in the Company.

Regular employees hired prior to January 1, 2001, will commence with a credit of 8 days at 100 percent (100%) and 15 days at 75 percent (75%) base pay, payable from the first day of sickness. This credit will continue to be available until the employee attains his/her first annual accumulation date as a regular employee. At the time of this accumulation date and each subsequent accumulation date he/she will acquire additional credits of eight days at 100 percent (100%) pay and 15 days at 75 percent (75%) pay. The maximum accrual of days for 75% base pay is 200. If sick days exceed the 180-day qualifying period for LTD, then sick days will be used until exhausted and then LTD would be effective. If sick days are exhausted prior to becoming eligible for LTD, the employee will be placed on Medical LOA and may be eligible to collect EI sick benefits until the qualifying period for LTD is satisfied. The employee will continue to receive service credit during this period of absence. The employer will contribute the employee's and employer's contributions to the Company Pension Plan and optional life insurance plan if applicable.

New employees hired on or after January 1, 2001 are provided with 8 sick leave credits (a credit equals 8 hours or whatever applies to the employee) per year of service at 100% of the employee's base pay. When employees have exhausted their sick leave credits, they will be paid at 75% of their base rate for a period ending on the earlier of the date on which they no longer qualify for sick leave and the date they become eligible for Long Term Disability (LTD). -In the event of denial of LTD benefits the employee will have their wages maintained at 75% of base wages until completion of one LTD appeal process with a duration no longer than 120 days per occurrence.

Regular part-time employees shall receive a pro-rated number of sick days. When a regular part-time employee is absent due to illness on a scheduled day of work, they shall be paid for the hours of work scheduled for that day provided sick leave credits are available.

Normally employees will be expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours and the employee can be released from his/her duties, then the time shall be charged against an employee's sick leave time except in the case of medical appointments of less than half a day where normal earnings will be maintained.

All major medical absence forms will be completed for any absence of five (5) continuous days or more or when requested by management. The Company will compensate the employee for the cost associated with completing these forms up to a maximum of \$20.00.

Employees will be required to submit all forms required by management through their personal physician.

Sick Leave benefits are conditional upon receipt of these forms and it is the responsibility of the employee to ensure that the benefit carrier's appointed medical professional receives these forms within a reasonable period of time, failing which sick leave benefits may be suspended by the Company.

Any discipline related to sick leave that is imposed and grieved by the union will be dealt with in accordance with article 5 of the Collective Agreement.

Employees may be eligible to use sick leave credits while waiting for a decision from the Workplace Safety and Insurance Board (WSIB). These credits are restored if the claim is eventually approved by the WSIB.

18.05.01 Restoration of Credits

For all regular employees hired prior to January 1, 2001:

After 5 years service, the credits used in year 1 are restored

On your 6th through 14th years, credits used in the 5th previous year are restored

On the 15th year, all credits used prior to the second last year are restored

After that, credits used in the second last year are restored annually

If you have already reached your maximum of 200 days at 75%, you will not receive any sick leave restoration for 75% days.

18.06 Long Term Disability

Employees' entitlement to LTD benefits is governed by the Benefits Trust booklet as updated August 1st, 2009.

The Long Term Disability (LTD) Plan provides financial security and rehabilitative employment features to regular employees during their absence from work due to extended sickness or injury. LTD benefits commence upon completion of the qualifying period which

is defined below. Regular employees who are approved for the provisions of the LTD Plan will be subject to the following contractual provisions.

All employees who are in receipt of LTD benefits will be eligible to participate in the Rehabilitation and Re-employment Program dependent upon their medical suitability and procedural requirements.

Long Term Disability is income replacement insurance for absences due to disability that exceed 180 days.

All-Source Maximum (ASM)	85% of indexed pre-disability net monthly earnings (non taxable) less any compensation awards from WSIB (excluding NEL), and or CPP
Coverage Amount	66.7% of the first \$2,250 of monthly earning plus 50% of the next \$2,250 plus 40% of the remainder, to a maximum of \$5000.00
Definition of Disability Period	“Own Occupation” during first 24 months of disability; “Any Occupation” thereafter
Integration	Primary CPP benefits
LTD premium offset	Earnings amount equivalent to the employee premium to be included with each pay to offset the LTD deduction
Maximum Duration	Benefits are payable to the lesser of age 65, subject to insurance requirements, or the date the individual ceases to be totally disabled
Maximum Monthly Benefit	\$5,000
Non-Evidence Maximum (NEM)	\$2,000
Pre-Existing Condition Limitation	Limitation preventing claims in the first 12 months of coverage for a prior condition treated within 90 days prior to coverage.
Qualifying Period	The greater of 180 days of continuous absence after commencement of disability or expiry of an individual’s sick leave entitlement
Reoccurrence of Disability	If subsequent disability reoccurs within 6 months and is related to previous disability, then entitlement to sick leave credits cease, the qualifying period shall be waived, and the employee shall immediately receive LTD benefits as if there was no return to work
Waiting Period	30 days for new employees

Limitations:

No benefits are payable for a period of Total Disability

1. during which the employee is not under continuing medical care, for the illness or bodily injury causing the total disability;
2. during a formal Maternity or Parental Leave taken by an employee, as provided for under provincial or federal legislation;
3. during a Maternity Leave commencing on the earlier of

- a. the elected date of leave, as mutually agreed to by the Company and the employee;
and
 - b. the date of birth of the child;
and ending on the earlier of
 - c. the elected date of return to active full time employment with the Company, as mutually agreed to by the Company and the employee; and
 - d. the actual date the employee is again actively at work with the Company;
4. during a Parental Leave as mutually agreed to by the Company and the employee;
 5. during the imprisonment of the employee due to conviction of an offence;
 6. if the employee remains outside of Canada for longer than 3 months for any reason whatsoever, unless the Insurer gives prior written consent to continue paying benefits during this period.

Exclusions:

No benefits are payable for a total disability resulting directly or indirectly from any one of the following:

1. intentionally self-inflicted injuries while sane or insane;
2. war, whether the war be declared or not, or service in the armed forces or any country, or participation in a riot, insurrection or civil commotion;
3. committing, or attempting to commit a criminal offence;
4. cosmetic surgery or treatment, unless such surgery or treatment is required as a result of an accident which occurred while the employee was insured under this benefit;
5. alcohol or drug abuse unless, for such abuse, the employee is actively taking part in a therapeutic program supervised by a physician on an on-going basis, is receiving continuing medical care or treatment for rehabilitation and is staying in an established treatment centre qualified to provide the necessary treatment or care;
6. driving a motorized vehicle while impaired by drugs, or with an alcohol level that exceeds the limit set under the Criminal Code of Canada.

18.06.01 Benefits While on LTD

1. Service Credit: Service credit shall not continue while the employee is in receipt of LTD benefits. Upon return to work, service credit shall be applied as per Item 18.06.02.
2. Vacation Credit: Any outstanding vacation entitlement for a person going on LTD will be paid in cash upon expiry of sick leave. The cash payment will be calculated on the base earnings at the expiration of sick leave for the prorated days of vacation entitlement, any outstanding lieu days, any outstanding floating statutory holidays, and banked time for 40-hour per week employees. No vacation entitlement, floating holidays, or banked time for 40-hour per week employees accrues while a member is in receipt of LTD benefits.
3. Vacation Credit During Rehabilitation Employment: Vacation credits will be earned based on the hours worked and the employee's vacation entitlement multiplied by the corresponding percentage listed below. These credits will be paid in cash in the last pay period of the year if not used by December 31, or upon return to regular employment, or upon termination.

Vacation Entitlement (Based on Service Credit)	Percentage of Accumulated Earnings/Hours Worked
10 working days or less annually	4%
15 working days annually	6%
20 working days annually	8%
25 working days annually	10%
30 working days annually	12%

4. The Company health and dental coverage premiums continue to be maintained by the Company.
5. The Company Pension Plan: The employee's membership in the plan continues. Upon expiry of sick leave, the requirement for employee contributions is waived. An employee is not required to make contributions to the plan while he/she is receiving LTD benefits; the employer will continue to make contributions for both the employee and the employer. The retirement pension continues to accumulate. Years of service continue to accumulate for entitlement to rights and benefits under the Pension Plan.
6. The Company Group Life Insurance Plan: Commencing the first day of the month following the end of the qualifying period for LTD benefits, an employee will continue receiving the same insurance option during receipt of LTD benefits as that in force prior to such receipt.
7. Sick Leave Entitlement: Entitlement to accumulate or restore sick leave credits shall cease on the day following the next accumulation date provided that it falls within the qualifying period when LTD application is made
8. Union Dues: Upon expiry of sick leave an employee's Union dues shall cease.

9. Employee status will continue with respect to maintaining redress rights to contractual provisions.
10. Optional Life: The Company will pay the employee's premiums

18.06.02 Individual Returns to Regular Employment

1. Service Credit: Service Credit continues to accrue while on LTD.
2. Vacation Credit: The employee will start earning vacation credit based on total service credit.
3. The Company Health and Dental Coverage: Premiums continue to be maintained by the Company.
4. The Company Pension Plan: Employee contributions recommence; employer continues to contribute to the pension plan
5. The Company Group Life Insurance Plan: Premiums continue to be maintained by the Company for basic life insurance. Employee contributions recommence for optional life insurance.
6. Sick Leave Entitlement: Eight days at 100 percent (100%) and 15 days at 75 percent (75%) pay shall be immediately credited. On the first accumulation date, restoration of sick leave credits will take place based on the total service credit. It is recognized that this provision is subject to the provisions of reoccurrence of disability as defined in Section 18.06.
7. Union Dues: Union dues recommence.

18.06.03 Termination of LTD Benefits

LTD benefits will cease on the earliest of

1. the date on which the employee ceases to be totally disabled;
2. the date on which the employee engages in any gainful occupation other than an approved gainful occupation for the purpose of rehabilitation;
3. the date set by the Insurer on which the employee was required to provide satisfactory proof of total disability or to undergo a medical examination requested by the Insurer, but neglected or refused to do so;
4. when an employee does not comply with the above requirements the Union will be informed and act as the employee's advocate prior to termination.
5. the earlier date on which the employee attains the age 65, or death.

18.06.04 Indexation

LTD Benefits: Individuals who are in receipt of LTD benefits will have their LTD benefit level indexed by the same amount that the Ontario CPI increases.

18.07 Rehabilitation and Re-employment

Rehabilitative employment is an important feature of the Plan which provides an employee with additional financial incentive and assistance to re-enter the work force. It is defined as any employment within the Company and remains in effect until the employee is offered regular employment.

If during the disability period, an employee becomes capable of working, the Company shall endeavor to provide an (disabled) employee with work he/she is capable of performing. It is recognized that an employee must be prepared to attempt rehabilitative employment. In the event the employee refuses reasonable rehabilitative or regular employment, he/she shall be terminated and forfeit all rights to LTD benefits.

During rehabilitative employment, remuneration will be prorated based on the hours worked and the hourly rate of the current base rate of the rehabilitative position. Employees will continue to receive approved LTD/Sick Leave benefits; however, the benefit level will be adjusted so that the total of the rehabilitative earnings and these benefits shall not exceed the current base rate of the position occupied prior to disablement.

After the employee has successfully completed his/her rehabilitative employment and has been placed in a regular job on a continuing capacity, he/she will be paid at the normal rate of the job in which he/she has been placed, subject to any applicable retrogression policy.

18.08 Workplace Safety and Insurance Board Payments

The Workplace Safety and Insurance Board (WSIB) is responsible for administering the Workplace Safety and Insurance Act, and payments will be made according to the provisions set out within that Act. Any future legislative or regulatory changes may necessitate further discussion on the part of both parties.

Pending the decision of the WSIB regarding entitlement to awards, an employee's normal earnings will be maintained at his/her current level of sick leave (i.e. 100%, 75%, 0%).

18.09 Supplementary Grant

18.09.01 Definition of Supplementary Grant

The supplementary grant is an amount equal to the difference between the WSIB award and the employee's normal earnings after income tax deductions. The employee's earnings for the purpose of calculating the supplementary grant will include only regular scheduled hours for a normal week. The supplementary grant will be such an amount as to maintain the employee's normal net pay.

Such a grant will not include payments for shift bonus, relief pay, overtime or premium hours or other payments which are not applicable when the employee is absent from and not available for work.

WSIB award for this section excludes permanent impairment awards granted for accident dates prior to January 1, 1990, Non-Economic Loss Awards or Older Worker Supplements.

18.09.02 Who Receives the Supplementary Grant

The supplementary grant will be made only to probationary and regular employees.

Employees who are receiving Workplace Safety and Insurance Board benefits for claims or injuries suffered while in the employ of an employer other than the Company are required to notify the Company of being in receipt of those benefits in order to qualify for the supplementary grant. These employees will not be eligible for sick leave while receiving Workplace Safety and Insurance Board benefits that qualify for the supplementary grant.

18.09.03 Withholding the Grant

The award of the supplementary grant should not be withheld unless there is strong evidence of gross negligence or obvious misconduct on the part of the injured employee. The supplementary grant will be withheld if the employee is not co-operating in the Early and Safe Return to Work Process or a Labour Market Re-entry Plan or refuses a medically suitable position.

Authority for withholding the grant is vested in Management.

18.09.04 Payment While in Receipt of WSIB Award

An employee in receipt of Total Temporary Disability (TTD) benefits will receive the supplementary grant for the entire period. Upon notification of the amount of the FEL award and / or LOE award the employer agrees to pay supplementary grant monthly on the FEL award and / or Loss of Earning (LOE) award for a maximum of 24 months. Any workers'

compensation payments in excess of the FEL award and / or LOE award, excluding the Non-Economic Loss (NEL) award, shall be considered part of the FEL award and / or LOE award for the purposes of calculating the supplementary grant. Upon request, the employee shall be paid out any outstanding vacation entitlement while payments are being processed.

For employees on rehabilitative employment the total compensation of FEL and / or WSIB Award plus rehabilitative earnings plus the Company supplementary grant shall not exceed 100% of the current rate of the pre-disability job.

If after 24 months in receipt of supplementary grant and a FEL award and / or LOE award the employee is still unable to return to work, he/she shall be placed on sick leave. The employee will continue to draw from his/her sick leave bank on a daily basis at a rate of half a day if the amount equal to the supplementary grant is equal to, or less than 4 hours per day. While on approved sick leave, however, the benefit level will be adjusted so that the total of any WSIB award and the sick leave benefit shall not exceed the employee's current base rate. Upon expiry of sick leave, if the employee is still unable to return to work, he / she shall qualify for LTD less any award, pension entitlement and / or any supplement from the Workplace Safety and Insurance Board (excluding NEL award) and / or the Canada Pension Plan.

18.10 Health Insurance Plans

The Health Insurance Plans apply to regular employees, retirees and regular employees receiving Workplace Safety and Insurance Board Payments. These plans do not apply to past or other persons who have ceased employment with the Company except where provided in section 18.11.09

Participation in the Health Insurance Plans is mandatory and premiums are employer paid.

18.10.01 Extended Health Care

Waiting Period	30 days for new employees
Dependent Coverage	Spouse and dependent children under 19, or under 23 if attending school full time
Deductible	Nil
Dispensing Fee	\$6.11 dispensing fee cap per prescription for Over the Counter (OTC) Products
Overall Maximum for Drugs	Unlimited
Over the Counter Drugs	As per Formulary list
Prescription Drugs	Pay Direct Drug Card for electronic processing by pharmacist, or paper claim filing
Ambulance Services	Coverage provided for portion not covered by a govt agency; no costs are reimbursed if a government agency does not provide coverage
Artificial Limb or Eye	Written prescription by the attending physician; assistance must be sought through the Assistive Devices Program (ADP) first
Blood and Blood Products	Reasonable and customary limits will be paid where the service is not paid for or provided by a government department or agency (eg. OHIP, WSIB); requires written prescription of attending physician
Blood Glucose Meter (glucometer)	Patient does not need to be insulin dependent to be eligible for a glucometer; written prescription by attending physician; replacement of a glucometer, preci-jet gun, insulin pump and necessary hardware are eligible once every 3 calendar years
Blood Pressure Kit	Maximum of 1 per person every 3 calendar years; requires written prescription
Braces (neoprene supports, support bands, rib supports)	Purchase/repair/replacement as determined by insurer; written prescription by the attending physician detailing the condition; braces defined as devices used to hold a body part in a properly aligned position
Breast prosthesis / external	Coverage level is amount not covered by ADP, once per person every 2 calendar years; requires written prescription by the attending physician; for use following mastectomies, includes coverage for up to 3 brassieres per year
Cane	Purchase/replacement as determined by insurer; requires written prescription by attending physician
Casts (plastic, fiberglass, air)	Purchase/replacement as determined by insurer
Catheters	Covered as submitted; assistance is available thru ADP when these are in use with an ostomy
Cervical collars	Written prescription by attending physician
Cervical Pillows	Maximum of 1 per person per calendar year; requires written prescription by attending physician (not chiropractor)
Chiropractics (includes xrays)	Maximum \$800 per person per calendar year, when in excess of OHIP
Crutches	Purchase / rental as determined by insurer; written prescription by attending physician
Viagra	Maximum of \$500 per year; written prescription by attending physician; Claim electronically using the drug card
Fertility Drugs	Up to 12 months or a maximum cost of \$5,000 whichever comes first, per lifetime. NOT COVERED – in vitro fertilization (IVF) and related drugs; prescription by attending physician detailing medical necessity for the provision; covers only drugs on the formulary. Paper claims must be submitted and will be accepted during any month of the year
Food Supplements	Nutramigen (for children only) & Ensure or Boost for very sick adults (but not both); requires prescription detailing medical necessity for the provision

Footwear / Custom boots & shoes	2 pairs per person per calendar year and required adjustments/modifications to same; limit \$1,200 per pair; initial written prescription by orthopedic surgeon, or podiatrist, chiropodist or GP detailing condition and medical necessity; subsequent prescriptions by attending physician; reimbursements will be provided for custom made boots/shoes or stock item footwear and adjustments/modifications (if required) but NOT for both
Footwear / Stock Item	2 pairs per person per calendar year and adjustments/modifications to same; not covered are orthopedic winter boots, sandals and comfort shoes such as Reebok, Nike, Rockport or Mephisto; limit \$500 per pair; prescription required as noted under custom boots; reimbursements as noted under custom boots
Footwear/Extra Depth (ready made)	2 pairs per person per calendar year; not covered to accommodate orthotics or for extra wide feet; written prescription by attending physician indicating medically required to treat hammer toes or clawfoot
Hearing Aids	Reasonable and customary limits for purchase or repair will be reimbursed, once per person per ear in any period of 3 consecutive calendar years; written prescription by Audiologist or Attending Physician; coverage provided for hearing aids (including ear moulds and batteries with initial purchase only); ADP covers a portion of these costs for each ear once every 3 calendar years)
Hospital/Chronic Care	Up to \$40 per day for a maximum of 120 days in any period of 365 consecutive days; written prescription by attending physician; covers semi-private or private room in a hospital for the chronically ill or a chronic care unit of a general hospital
Hospital Room / Semi private and private	The differential between ward accommodation (covered by OHIP) and semi private accommodation in an active treatment hospital the differential between semi-private and private room accommodation (but not a suite) in an active treatment hospital
Hospital/Convalescent Care	Up to \$20 per day for a maximum of 365 days per person per lifetime; covers semiprivate or private room in a contract (private) hospital or a convalescent / rehabilitative hospital
Hospital Beds/Manual	Purchase, repair, replacement as determined by the insurer; requires written prescription by attending physician
Laboratory Tests	Where received in a hospital or laboratory and administered by a qualified person, the insurer will pay t the extent the services are not covered by OHIP
Lumb-Sacral Support Belt	1 per person every 5 calendar years; written prescription by an orthopedic surgeon or chiropractor
Lympha-press pump	Purchase/rental as determined by insurer; written confirmation by attending physician that patient has lymphadema and ahs been unresponsive to other types of therapy; assistance must be sought first from ADP; coverage is provided for the pump itself as well as the pump sleeves, gauntlets and graduated compression sleeves
OBUS Form	1 per person every 5 calendar years; NOT COVERED – Maxi and Mini OBUS form back supports and seat support; requires written prescription by orthopedic surgeon or chiropractor (but not a GP)
Orthotics	Maximum of \$425 for 1 pair of orthotics per person every 2 calendar years; not covered are sport orthotics unless there is written justification from the prescriber indicating that the person has a medical condition preventing them from wearing regular orthotics and soft orthotics (leather or cork) or fashion orthotics; written prescription by a podiatrist, chiropodist, chiropractor, orthopedic surgeon or attending physician; coverage provided for hard /semi rigid / regular orthotics made out of plastic; as children’s feet grow, reimbursement may be up to a maximum of \$425 per year until age of 18

Ostomy Supplies	Covered as submitted; written prescription by attending physician; assistance must be sought first thru ADP
Oxygen & Rental of Equipment for Administration Thereof	Purchase of oxygen; rental / purchase of equipment as determined by insurer; the cost of delivery is included; written prescription by attending physician detailing the condition; assistance must be sought first from ADP
Out of province / country emergency medical assistance	Emergency medical assistance world-wide
Paramedical Maximum (includes naturopaths, clinical ecologists, Registered Massage Therapists (RMT), homeopaths, acupuncturists)	Maximum of \$500 per person per calendar year (for all paramedical services) based on 50% coinsurance; NOT COVERED: drugs/medicines prescribed and dispensed by these providers; reimbursement is on a per visit basis on the date on which the treatment was administered by the service provider
Physiotherapy	Maximum \$100 per initial assessment; maximum \$60 per subsequent treatment; the insurer will reimburse the cost of treatment only if the physiotherapist is not registered with OHIP; physiotherapist cannot be a member of the employee's family
Podiatrists / Chiropodists	Maximum \$200 per person per calendar year, when in excess of OHIP
Private Duty Nursing (RN only registered in Canada)	Maximum \$50,000 per calendar year with lifetime maximum of \$150,000; hourly rate subject to reasonable and customary hourly limit; NOT COVERED – agency fees, shift/overtime premiums, services which are custodial, services mainly to assist with functions of daily living; dispensing of oral medication; services which could be provided by someone who does not have qualifications of RN; written prescription of attending physician detailing the condition and medical necessity; eligible services are only those provided outside a hospital setting; nurse cannot be a member of, or related to a member of the employee's family; coverage is provided only to the extent the patient's medical needs for RN cannot be provided thru Community Care Access Centre (CCAC)
Prosthetic Appliances (eg cleft palate obturators)	Purchase/repair as determined by insurer; written prescription by attending physician detailing the condition
Radium & Radioactive Isotope Treatment	Written prescription by attending physician, detailing the condition and the medical necessity; the insurer will pay the customary charge where reasonable to the extent to which such services is not provided by a government department or agency (eg OHIP, WSIB)
Registered Clinical Psychologist	Maximum \$2,000 per person per calendar year; includes coverage to treat learning disabilities; full itemized receipt signed by the psychologist indicating the dates of the services who is being treated and the amount charged for each service; psychological training courses are covered on the written recommendation of an attending physician or psychologist for families of chronically ill patients (ie. where the patient is dying); Learning Disabilities – coverage provided only when performed by a registered clinical psychologist; some charges are covered for initial testing; aptitude testing is not covered as it is not treating an illness, injury or medical condition; reports are not generally covered
Respirators	Purchase/ rental / repair as determined by the insurer; no costs associated with this item are covered where a government department or agency (eg OHIP, WSIB) provides coverage; written prescription by attending Physician detailing condition and medical necessity
Respiratory Devices (includes aero chambers, nebulizers and compressors, CPAP machines and associated equipment (headgear, hose, mask and filters)	Written prescription by attending physician detailing the condition and the medical necessity; assistance must be sought thru ADP first; coverage is provided for the amount above which ADP pays; if ADP does not cover a respiratory device, insurer will provide full reimbursement provided the item is the least costly to satisfy the medical necessity

Smoking Cessation Products	Up to \$1,000 per person per calendar year as prescribed by attending physician; covers products such as nicorette gum; nicotine patch and Zyban; claim electronically using the drug card
Speech Therapist	Maximum of \$300 per person per calendar year
Splints	Written prescription by attending physician; splint must be made of a rigid material
Support Stockings	Maximum of 3 pairs per person per calendar year; not covered are support hose, elastic stockings or any other non-graduated compression hose; written prescription by attending physician; covers only graduated compression hose; examples of products covered are Jobst and Sigvaris
Synvisc Injections or Orthovisc Injections	Maximum of \$3,000 per person per lifetime; written prescription by attending physician for treatment of osteoarthritis
TENS – Transcutaneous electronic nerve stimulator units	1 per family every 3 calendar years except in extenuating circumstances; purchase/rental as determined by insurer; written prescription by attending physician detailing the condition and the medical necessity, duration of treatment and past treatments used
Trusses	Written prescription by attending physician
TMJ Devices	Maximum of \$1,300 per person/lifetime; written prescription by attending physician detailing the condition and medical necessity; after a period of 5 years from initial date of purchase, on written recommendation of the attending physician, the \$1,300 maximum may be reinstated
Urinary Kits	Written prescription by attending physician detailing the condition and the medical condition
Vision Care (includes contact lenses, eye examinations, eyeglasses, laser eye surgery)	\$500 per person per calendar year (eye glasses or contact lenses only); annual eye examination – coverage to provide for annual eye exams up to the reasonable and customary maximum of \$100.00 per year; \$3,000 life time maximum per person for laser eye surgery; not covered are non-prescription sunglasses, eyeglasses for cosmetic purposes and recreational eyewear (eg diving mask, goggles etc); prescription sunglasses are eligible; submit receipts which have been paid in full – the date on the final bill is the effective date of the claim; for laser eye surgery – if charged for initial assessment but not a candidate for surgery, the cost of the assessment will be reimbursed by insurer and amount of assessment deducted from lifetime maximum
Walker	Purchase/ rental/ repair as determined by insurer; written prescription by attending physician; assistance must be sought first thru ADP
Wheelchairs	Written prescription by attending physician detailing condition, the medical necessity and the estimated duration of need; note that electric wheelchairs / scooters are excluded unless a certified orthopedic specialist recommends a power driven unit because of a medical necessity
Wigs	Maximum of \$500 per person every 3 calendar years; not covered are hair care products or dry cleaning; written prescription by attending physician detailing the condition and the medical necessity; for patients undergoing chemotherapy or radiation treatment

18.10.02 Dental Insurance Plan

Waiting Period	30 days for new employees
Deductible	Nil
Class A Services - diagnostic, preventative, restorative, minor surgical, etc.; endodontic, periodontic, oral surgery	100% unlimited maximum; codes for preventative services (ie scaling/polishing/recall) are covered once every 9 months
Class B Services - prosthodontics (removable), prosthodontics (fixed), major restorative, etc.	85% co-insurance
Dental Lab Fees	Covered up to 60% of the ODA's suggested amount for general practitioners for the related dental procedure
Denturist	Fees reimbursed under the Denturist Fee Guide for full upper and / or lower dentures at 85% once every 3 calendar years; fee for construction of full upper and/or lower dentures by a denture therapist/denturist includes lab fees as set out in the Denturist Fee Guide – as such, separate lab fees are considered to be included in the allowable fees and are not reimbursed
Fee Schedule	Current provincial general practitioners fee guide
Orthodontics	75% co-insurance reimbursement to a lifetime maximum \$4,000; includes consultations, pretreatment diagnostic services, preventative and interceptive orthodontics (including appliances and maintenance), corrective orthodontics
Periodontal Scaling	14 units in a calendar year

Predeterminations are strongly suggested for dental work of \$600.00 or more. Predeterminations are treatment plans, submitted by the dentist before the work commences, and may include such items as photographs, X-rays, dental models, etc. Submission of a predetermination provides the employee/retiree with the opportunity to determine the extent of reimbursement that will be provided before the work is actually carried out. The insurer will advise the employee/retiree, before the work commences, of the amount that will be reimbursed. Predeterminations are valid for 6 months. Employees/retirees are solely responsible for any amount charged by their Dentist over and above what the insurer reimburses, where:

- the employee did not get a predetermination for work of \$600.00 or more;
- or
- the employee commenced treatment, prior to receiving information from the insurer indicating the extent of coverage for the treatment.

Effective January 1 of each year of the Collective Agreement, dentist fees will be paid up to the amounts shown in the current ODA (Ontario Dental Association) Fee Guide.

18.10.03 Probationary Employees

Coverage will commence on the employee's Established Commencement Date and will cease on the employee's termination date: A 30 day waiting period for new employees; current employees would be covered from day one.

18.11 The Pension Plan

The Pension Plan, described herein, forms part of this Collective Agreement. Changes to the plan affecting employees within the jurisdiction of the Union, other than legislative changes, shall be made only upon mutual consent. The Pension Plan is a defined contribution Pension Plan.

18.11.01 Eligibility

All employees of the Windsor District Energy Plant are eligible to participate in a defined contribution pension plan, the Successor Plan, from their first day of employment with the Company.

18.11.02 Contributions

The employees will contribute 5% of their base salary and weekend premiums, up to the maximum covered earnings [see below] to the Pension Fund of the Successor Plan and the Company will contribute 10% of their base salary and weekend premiums, up to the maximum covered earnings, to Pension Fund of the Successor Plan.

18.11.03 Vesting

An employee will be vested in the Company contributions to the Successor Plan made on his/her behalf upon completing one year of employment (i.e. after one year of employment, the employee would be entitled to the value of the Company contributions with interest upon death, termination or retirement from the Successor Plan). Please note that for the purpose of making this one year determination, the employee's years of employment with OPG will be included.

18.11.04 Maximum Covered Earnings

In accordance with the Income Tax Act, the maximum income that can be covered by the pension plan are as follows:

- \$103,333 in 2003;
- \$110,000 in 2004; and
- \$120,000 in 2005 and indexed thereafter.

18.11.05 Investment Options

The employee will decide how his/her assets are invested in the Successor Plan by selecting from amongst the various funds that will be offered under the Successor Plan. Information will be provided to each employee about the investment options and the various funds in which he/she may invest, prior to the date at which he/she will be joining the plan.

18.11.06 Plan expenses

The Company will pay the record keeping fees under the Successor Plan. Investment expenses would be charged directly to the employee's account.

18.11.07 Pensions for OPG Service (pre-transfer)

Upon transferring from OPG to the Company the employee's pension benefit entitlements would remain in the OPG Pension Plan and he/she would be entitled to a deferred pension. This pension will be based on earnings and pensionable service with OPG up to the Transaction Close. This pension will also be increased in accordance with the cost of living adjustments provided under the OPG Pension Plan. Also, for the purpose of determining eligibility to early retirement benefits, your future service with the Company will be included in calculating eligibility service. For example, in determining your age plus service for the purposes of satisfying the "Rule of 82" under the OPG Pension Plan, your service with the Company will be included.

18.11.08 Retirement

When an employee ceases employment with the Company, the vested account balance could be transferred to a locked-in RRSP, to the pension plan of a new employer or used to purchase an annuity.

18.11.09 Health and Dental Benefits – Post retirement

18.11.09.01 Post-Retirement Health, Dental & Life Insurance Benefits

The Company will provide retiree health and dental benefits to employees and their survivors/dependents who have achieved 82 points at the time of termination (i.e. age and years of continuous employment totals at least 82) or who terminate on or after age 55 and who have at least 10 years of continuous employment service at the time of termination. For this purpose, continuous service will include service with OPG and the Company. Life Insurance benefit is 50% of pre retirement coverage for the first 10 years as a pensioner, and 25% of pre retirement coverage thereafter. Notwithstanding the foregoing Mr. Sean Brennan will be eligible at age 55 years for post-retirement health, dental and Life Insurance benefits, provided he retires from active employment with the Company.

18.11.09.02 Pre-Retirement Health and Dental Benefits for Survivors – Non-Occupational Death

The Company will provide health and dental benefits to the surviving spouse and eligible dependant children in the event of a non-occupational death. The period of coverage post-death will not exceed the number of years of continuous service prior to death and only so long as the surviving spouse does not remarry someone with a reasonable level of benefits coverage or become employed with an employer where a reasonable level of benefits coverage is provided and the children remain eligible dependants.

18.11.09.03 Pre-Retirement Health and Dental Benefits for Survivors – Occupational Death

The Company will provide health and dental benefits to the surviving spouse and eligible dependant children in the event of an occupational death only so long as the surviving spouse does not remarry someone with a reasonable level of benefits coverage or become employed with an employer where a reasonable level of benefits coverage is provided and the children remain eligible dependants.

18.12 Group Life Insurance

The Life Insurance Plan forms part of this Collective Agreement. The Life Insurance Plan is described below:

Basic Life Insurance	
Benefit Amount	2 times annual* earnings
Benefit Reduces By	50% at age 65
Maximum Benefit	\$300,000
Non-Evidence Maximum (NEM)	\$130,000
Waiting Period	30 days for new employees
Waiver of Premium	After 6 continuous months of Total Disability. Definition of Disability is "Any Occupation". Terminates at age 65.
Basic AD&D Insurance	
Benefit Amount	2 times annual* earnings
Dependent Life	
Benefit Amount	Spouse - \$5,000; Child \$2,500
Optional Life Insurance	
Employee & Spousal Plan	Elect \$10,000 units to a maximum of \$200,000; Employee paid premium; subject to evidence of good health
Waiver of Premium	After 6 continuous months of Total Disability. Definition of Disability is "Any Occupation".
Business Travel Accident	
Benefit Amount	\$20,000 upon death or permanent & total disability
Coverage Details	\$100 – Weekly Benefit Payment & \$1,200 in Medical Expenses

*Annual earnings are defined as base rate multiplied by 2,080 hours

18.13 Retirement

18.13.01 Bonus and Outstanding Vacation Payments on Retirement

1. An employee who has completed 10 years of continuous employment, shall be given, on retirement, a cash bonus equal to one month's pay. In the case of a regular part-time employee, the one month's pay will be pro-rated.
2. The employee on retirement shall also be given a cash payment for any outstanding vacation credits. The cash payment will be on the same basis as outlined in Article 17.06 - Vacation Payment on Termination.
3. If required by the Company to postpone his/her vacation for the year immediately prior to retirement, he/she shall receive a cash payment for that period. No payment shall be made for unused vacation for any other years.

18.13.02 Unused Vacation Credit for Preceding Year

An employee on sick leave grant which extends over the beginning of a calendar year may be allowed credit for any unused vacation for the preceding year, subject to the approval of management.