

**COLLECTIVE AGREEMENT
hereinafter referred to as "the Agreement"**

BETWEEN

NORFOLK POWER DISTRIBUTION INC.

AND

**POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1000 – C.L.C.**

January 1, 2011 – December 31, 2013

**BETWEEN
NORFOLK POWER DISTRIBUTION INC.
(Hereinafter referred to as the "Corporation")
of the First Part**

**AND
POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1000 – C.L.C.
(Hereinafter referred to as the "Union")
of the Second Part**

PURPOSE

The purpose of this Agreement is to provide a harmonious relationship between the Corporation and the employees and to provide an amicable method of settling any differences which might possibly arise.

ARTICLE 1.0 – UNION RECOGNITION

The Corporation hereby recognizes the Union as the sole collective bargaining agent for all employees of the Corporation, save and except those above the rank of working foreperson, persons regularly employed for not more than twenty-four (24) hours per week, co-op students assigned to specific projects and students employed during the school vacation.

Note: No regular employee will be laid off as a result of the employment of a co-op student provided the regular employee has the skill and capacity of performing the work of the co-op student.

ARTICLE 2.0 – GENDER NEUTRAL

Whenever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

ARTICLE 3.0 – CORPORATION RIGHTS

- (a) The Union agrees that the Corporation has the exclusive right to manage its business and direct the working forces, including the right to make, amend, and enforce such rules and regulations as shall from time to time be required.
- (b) The Corporation agrees that these rights shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.
- (c) It is recognized that the Corporation is responsible for the safety, health, comfort, and general welfare of the citizens, therefore, the employees recognize they must be prepared at all times during the day or night to assist in carrying out the services of the Corporation.

ARTICLE 4.0 – UNION DUES

The Corporation agrees to deduct and forward each month to the Financial Office of the Union an amount equal to the regular monthly membership dues of the Union from each employee in the bargaining unit. The Financial Officer will advise the Corporation of any alterations to be made to the deductions. The Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of and resulting from the collection and forwarding of dues.

ARTICLE 5.0 – SENIORITY

- (a) Seniority shall be defined as the length of service a regular employee (Power Workers' Union member) has established with the Corporation from the most recent date the employee entered the employ of the Corporation as a probationary employee.
- (b) When a new employee is hired to fill a full-time job classification, such employee shall be on probation for a period of six (6) months extended by any approved leave exceeding five (5) continuous working days, during which time the employee shall not be permitted to grieve regarding discharge or lay-off or be entitled to the benefits contained in Articles 11 & 12. An employee retained past the six month probation period shall be deemed satisfactory and placed on the Seniority List and credited with seniority from the most recent date of hire.
- (c) The Corporation shall maintain a Seniority List for Schedule A and Schedule B showing the date upon which each employee's service commenced. An up-to-date Seniority List and up-to-date job classification list shall be sent to the Union and posted on all Bulletin Boards in January of each year.
- (d) Excluding legislative requirements, an employee shall not lose seniority rights if they are absent from work because of lay-offs, for a period up to a maximum of one (1) year and for sickness/accident for a period up to two (2) years. Seniority will continue to accrue while an employee is disabled and absent from work because of sickness or accident.
- (e) An employee shall lose seniority rights and cease to be an employee if the employee:
 - (i) retires or reaches the maximum retirement age under OMERS;
 - (ii) resigns;
 - (iii) is discharged;
 - (iv) is absent from work for three (3) working days without notification to the employer, unless a satisfactory explanation is provided for this absence;
 - (v) fails to report for work within ten (10) working days following recall after a lay-off.
 - (vi) Is absent from work for any reason for a period greater than two (2) years.
- (f) If an employee accepts a promotion outside of the bargaining unit and does not return to the bargaining unit within six (6) months of the date of the promotion, seniority within the bargaining unit will be lost. If the employee returns on or before six (6) months their seniority will continue to accrue from the date of promotion.
- (g) Regular employees are persons who have satisfactorily served a probationary period and are currently in the employ of the Corporation.
- (h) Temporary employees are persons hired for periods of limited duration not to exceed six (6) months. Extensions up to an additional 6 months may be granted with approval from the Principal Steward. Temporary employees may be hired to a maximum of twelve months when backfilling for regular employees who are on extended leave. Temporary employees shall not accumulate seniority nor shall they have any rights or privileges contained in the Agreement except as provided by law and the appropriate wage schedule and Article 8. Temporary employees who are successful applicants to a full time classification will have such temporary time adjacent to their probationary period credited to seniority provided they successfully complete the probationary period.

ARTICLE 6.0 – GRIEVANCE PROCEDURE

The parties acknowledge that in the interests of promoting good working relationships, all concerns that could result in a grievance should be dealt with and settled at the earliest possible stage. Prior to invoking the formal grievance process the aggrieved employee will seek to resolve the issue with their immediate Management Supervisor. Failing resolution of the issue within one (1) calendar week, Step 1 of the grievance process will be applied.

All grievances with respect to the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner and all grievances must be in writing and include a statement of the facts and circumstances leading to the grievance. The grievance must be submitted to Management within two (2) calendar weeks of becoming aware of the alleged grievance. Replies to grievances will also be in writing at all steps.

Step 1

An employee, accompanied by a Steward, will take the grievance up with their immediate Management Supervisor. The Supervisor will respond within one (1) calendar week. Failing settlement at this level, the Steward will immediately notify the Management Supervisor of a desire to proceed to Step 2.

Step 2

The Steward may take up the grievance with the Department Manager as appropriate, at which time any or all the people concerned may be present. The Department Manager (or designate) will render a decision within one (1) calendar week. Failing settlement at this level, the Steward will immediately notify the Management Supervisor of a desire to proceed to Step 3.

Step 3

The Steward and or Union Representative may take up the grievance with the President as appropriate, at which time any or all the people concerned may be present. The President (or designate) will render a decision within two (2) calendar weeks. Failing settlement at this level, the Steward will immediately notify the President of a desire to proceed to Arbitration.

It is understood that the time limits specified in the above steps may be extended upon mutual written agreement by the parties.

A policy, group or termination grievance pertaining to the interpretation, administration or application of this agreement shall not be used to bypass the normal grievance procedure and will be initiated with the President at Step 3.

ARTICLE 7.0 – ARBITRATION

- (a) It is agreed that all differences of opinion relating to the interpretation, application, or administration of this Agreement which cannot be settled after exhausting the grievance procedure, will be settled by arbitration as defined in the appropriate section of the Ontario Labour Relations Act.
- (b) An Arbitration Board or Arbitrator shall not have the power to add to or subtract from or change the provisions of this Agreement or to deal with any matter not contained in the statement of grievance filed by the party referring the matter to arbitration.
- (c) The Union and the Corporation shall each pay one-half (1/2) of the expenses and remuneration of the Chairman of the Board and shall each bear the expenses and remuneration of their own appointee to the Board and any other expenses incurred in presenting their case.
- (d) As an alternative to Article 7.0 the parties may, by mutual agreement, agree to refer a grievance to a Mediator/Arbitrator as a means of settlement. The Mediator/Arbitrator shall be mutually

agreed to by the parties and each party shall pay one half (1/2) of the expenses and remuneration of the Mediator/Arbitrator.

ARTICLE 8.0 – HOURS OF WORK AND OVERTIME

- (a) The normal work week for the Schedule A employees shall consist of five (5) eight-hour (8) shifts, ie. forty (40) hours per week, with the day shift being performed 0730 hours to 1600 hours, with one half (1/2) hour for lunch plus two (2) fifteen-minute (15) rest breaks (one mid-morning, one mid-afternoon) Monday through Friday. Management will endeavour to provide a lunchroom and wash up facilities as close to the jobsite as possible. In the event the lunchroom is a local restaurant, provision will be made where employees can eat their own lunch (at no cost to the employee) or purchase a meal at the employee's discretion.

During the lunch break Corporation vehicles are not to be used for personal business without prior approval.

Employees on Schedule A who are regularly required to work away from Corporation premises (70 Victoria St.) for more than six (6) hours a day, four (4) out of five (5) days a week between April 1st and October 31st will normally be required to take their lunch breaks on the job and in doing so be paid for 20 minutes of the break period (hours of work shall be Monday to Friday from 0730 hours to 1530 hours). Employees may continue this practice where mutually agreeable between November 1st and March 31st.

- (b) The normal work week for Schedule B employees shall consist of five (5) seven-hour (7) hour days, i.e. thirty-five (35) hours per week between 0830 hours and 1630 hours with one (1) hour off for lunch, plus two (2) fifteen (15) minute rest breaks (one mid-morning, one mid-afternoon) Monday to Friday.

Schedule B employees may trade time worked for time off up to one (1) hour per week maximum. The intent of this arrangement is to accommodate the occasional need to attend to personal commitments which would involve a relatively short period of time away from work. This is not to contravene any legislative leave entitlements or any other leave provisions in the Agreement. This arrangement abides by the Employment Standards Act, Section 20.(1) (ie. ½ hour break after five hours worked).

1. Employees must obtain prior approval for their request to trade time worked for time off. All requests will be in writing stating the exact amount of time to be used.
2. The requests will normally be made one week in advance. The Corporation recognizes that this is not always possible.
3. Time must have been made up prior to the requested time off. The Corporation recognizes that prior notice may not always be possible on occasional, unplanned situations. In these situations, the employee needs to notify their supervisor when and how they are going to make up their time as soon as practical.
4. To trade time worked for time off employees may choose to make up time by either working up to one half an hour of the scheduled one hour lunch break or make up time at the beginning of or after the end of a regular shift. (In this case overtime premiums would not apply.)
5. If time has been made up in advance, and the request for time off has been cancelled, the accumulated time, up to the one (1) hour maximum, may remain in an informal 'bank' for future use.

6. Every effort will be made to accommodate staff's requests, in conjunction with taking the needs of the Corporation into consideration.
- (c) All work performed in excess of the normal shift or weekly hours as outlined in Section (a) & (b) above shall be paid as follows:
 - (i) Double time for all overtime performed in excess of normal shift.
 - (ii) Double time for all hours worked on Saturdays, Sundays, and paid holidays.
 - (iii) The parties agree that hours worked outside of normal work hours for work related training including travel time incidental for that training if any, will be paid at straight time. A maximum of one and one half (1.5) hours can be charged for the training and or travel to the training and a maximum of one and one half (1.5) hours can be charged for training and or travel to return from the training. It is understood that the majority of these courses occur during the regular working hours of the employee, and that the employee will not suffer any loss in their normal wages. Any out of country travel does not attract any costs.
 - (d) In the case of planned overtime, if the arrangement is cancelled after an employee has reported to work or less than forty-eight (48) hours before he or she is scheduled to report to work, they shall be paid two (2) hours at double time.
 - (e) During the term of this Agreement employees may elect to take time off with pay equivalent to overtime worked, subject to Management approval. Accumulated time off may not exceed forty (40) hours for Schedule A employees, and thirty-five (35) hours for Schedule B employees and must be used by the end of each year or time will be paid out.

ARTICLE 8.1 – SHIFT WORK

After notice to and discussion with the Union, the Corporation may establish:

- (i) normal shifts, including weekend work, in which case the overtime premiums provided for Saturday and Sunday as such shall not apply to Saturday or Sunday, but shall apply to the sixth (6th) and seventh (7th) days worked; and
- (ii) shifts other than the day shift, Monday through Friday. In the event the shifts are instituted, an employee shall receive a premium of seventy (70) cents per hour for all hours worked if the majority of hours of the shift are worked between 1400 hours and 2400 hours and eighty-five (85) cents per hour for all hours worked if the majority of hours of the shift are worked between 2200 hours and 0700 hours.

ARTICLE 8.2 – CALL-OUT

For the purpose of this Section, a day shall be defined as commencing at 0001 hours to midnight (2400). An employee required to report to work not continuous with assigned hours shall be paid a minimum of two (2) hours for each of the first two (2) call-outs in each day at the appropriate overtime rate according to Section 8.0 (c) of this Article, providing the employee has returned home between any two (2) such call-outs in one (1) day. If an employee is required to report for a third (3rd) or more call-out, the employee will be paid the lesser of:

- (i) a minimum of two (2) hours for each additional call-out at the appropriate overtime rate; or
- (ii) the appropriate overtime rate commencing at the employee's return from the second (2nd) call-out, excluding the employee's normal shift or planned overtime;

- (iii) It is understood that the minimum call-out does apply to scheduled overtime work.
- (iv) Overtime scheduled within one (1) hour of normal start time or call-outs received by employees within one (1) hour of normal start time shall be paid at the appropriate overtime rate. Minimum call does not apply.
- (v) It is understood should an employee be able to complete a call-out for a specific incident with just the use of a phone, the minimum call-out shall be one (1) hour at double time.

When an employee has completed their call-out work, they will be allowed to return home, provided they have checked to ensure that additional calls have not been received.

ARTICLE 8.3 – ON CALL

- (a) An employee detailed to on-call duty shall do so at the above rates and conditions and, in addition, shall receive an allowance of two hundred and ten dollars (\$210) effective January 1, 2011, two hundred and twenty-five dollars (\$225) effective January 1, 2012 and two hundred and forty dollars (\$240) effective January 1, 2013. The Corporation will rotate such on-call requirements on a weekly basis among those employees capable and qualified to handle the majority of the work performed outside of normal day shift hours.
- (b) There shall be no pyramiding of the premiums under this Agreement.
- (c) From Sunday at 2330 hours to Friday 0730 hours the following rest provision applies: If an employee works more than four (4) cumulative hours in the eight (8) hour period immediately preceding the commencement of his regularly scheduled shift, they will be entitled to eight (8) hours off commencing from the completion of the last call. This rest period will not be unreasonably denied. Should an employee be requested to work during any part of the rest period, the employee will be paid at the overtime rate for the portion of the rest period worked.
- (d) Employees on on-call duty will be provided with communication devices.

ARTICLE 9.0 – RECOGNIZED HOLIDAYS

- (a) Each employee shall be entitled to the following paid holidays:

- New Year's Day
- Family Day (3rd Monday in February)
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Day Before Christmas
- Christmas Day
- Boxing Day
- Day Before New Year's Day

provided the employee works the regularly assigned day immediately preceding and succeeding the day of the observance of the holiday, unless excused by Management.

- (b) In the event of any of the above-named holidays falling on a Saturday and/or Sunday and not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement unless otherwise agreed to by the parties.
- (c) An additional two (2) days paid holiday, per calendar year, will be made available to regular employees on an individual basis. Qualified employees will make application for such holiday at

least two (2) calendar weeks in advance of the required day, which will be granted in accordance with the Corporation's work requirements and on the basis of seniority.

- (d) Employees who request to use a floater for Remembrance Day off will not be denied.

ARTICLE 10.0 – VACATION

- (a) An employee shall be granted vacation with pay on the following basis, with service as of December 31 in the calendar year of the vacation:

Up to 1 year's service – 1 working day per month; to a maximum of 10 days.

After 1 year's service – 3 weeks.

After 7 year's service – 4 weeks.

After 15 year's service – 5 weeks.

After 24 year's service – 6 weeks

- (b) Vacation times shall be set by Management, and wherever possible, vacations will be granted on dates as requested by the employees, but in view of the Corporation's role in providing a vital service at all times, the Corporation reserves the right to determine the dates when vacations may be taken. Subject to the exigencies of the operation, Management will endeavor to schedule two (2) weeks of vacation for each employee who so desires, through the months of July and August.
- (c) All annual vacation requests received by Management by January 31st will be awarded by seniority from February 1st of the vacation year until January 31st of the following year. Requests received after January 31st will be granted on a first come first serve basis depending on availability.

Any unused vacation (carry over) must be taken by January 31st of the following year. An employee who intends to carry over vacation shall give written notice of their preferred vacation to their supervisor no later than November 1st of the vacation entitlement year. This vacation time will be awarded on a first come first serve basis. It is recognized that extenuating circumstances may have to be considered.

ARTICLE 11.0 – SHORT TERM DISABILITY

The Corporation will provide and pay for a Short Term Disability Plan with the following provisions:

- (a) regular wages paid for up to a three day absence due to sickness or accident unless:
 - (i) the employee fails to report absence from work on the first day of absence due to sickness or accident;
 - (ii) it is during a period of lay-off;
 - (iii) it is during a leave of absence granted without pay;
 - (iv) it is during a leave of absence immediately following vacation leave, unless a sick leave certificate from his doctor is filed; and
 - (v) the employee fails to file a sick leave certificate for one or more days of absence should the employee be requested.
- (b) 75% of regular wages, up to a weekly maximum of \$1,000, paid from the fourth day of an

absence due to sickness, accident or hospitalisation, providing a doctor's certificate is available, for the duration of that absence up to the eligibility date for Long Term Disability. A doctor's certificate will be provided to the insurance carrier within ten (10) working days. If the employee is unable to provide the necessary certificate due to circumstances beyond their control this time frame may be extended, for the duration of that absence up to the eligibility date for Long Term Disability. It is understood that the insurance carrier may require an independent medical assessment.

The Corporation will advance the benefit payable by the insurance carrier to the employee by retaining the employee on the Corporation payroll, provided the Doctors Certificate is submitted to the insurance carrier within the required ten (10) working days. The Corporation will suspend the advancement should the employee refuse to co-operate with the Corporation or insurance carrier. Payments will resume once the necessary information has been provided to the insurance carrier and the Corporation will reimburse the employee for any lost payment pursuant to this article. In the event that the insurance Corporation denies the short-term disability claim for benefits the employee agrees to reimburse the Corporation for the amount advanced. Reimbursement shall be by payroll deduction after the employee returns to work at 10% of net pay per week.

- (c) The cost of a doctor's certificate will be reimbursed to an employee upon presenting a valid receipt.

ARTICLE 12.0 – HEALTH PLAN

- (a) The Corporation agrees to pay 100% of the cost of a Health Plan consisting of Ontario Health Insurance Plan and Hospitalization, Ward coverage and Extended Health Benefit Plan (Provider System Drug Plan). Details set out in Schedule C.
- (b) The Dental Plan is based on the current ODA Fee Schedule minus one year. Details set out in Schedule C.
- (c) Provision for vision care (excluding saline, eye glass cases and contact lens cleaning solution) up to three hundred and fifty dollars (\$350) effective January 1, 2009 and four hundred dollars (\$400) effective January 1, 2013 each for the employee, the employee's spouse and each child, every two years (24 months) will be available, upon receipt. Prescription safety glasses are also provided for each employee required to wear them up to three hundred and fifty dollars (\$350) effective January 1, 2009 and four hundred dollars (\$400) effective January 1, 2013 every two years (24 months) upon receipt.

Provision for one (1) eye exam up to seventy-five dollars (\$75) each for the employee, the employee's spouse and each child, every two years (24 months) will be available upon receipt.

- (d) Provision for smoking cessation products, up to \$1500 lifetime maximum. (50% of cost of smoking cessation products will be reimbursed up front, upon receipt. Remaining payment after twelve months of successful completion as stated in Doctor's note.)

In the event of a change in Health Plan Carrier, coverage shall be equal or better.

- (e) Retiree Benefits

The Corporation will provide health benefits to employees from age 55 to 65 who qualify for retirement or early retirement under the OMERS pension plan providing the employee has a minimum of 10 years service with the Corporation immediately prior to retirement. Premiums will be based on a 50/50 employer/employee co-payment of the premiums. Retirees will be entitled to the same benefits as active employees excluding Out of Province coverage. Retirees

will be responsible for their 50% cost of premiums understanding if payment is not received by the employer within sixty (60) days of receipt of invoice benefits will cease. Retirees will also be responsible for ensuring the Corporation is provided with their current address in writing.

Effective January 1, 2011:

Employees hired after January 1, 2011 will not be eligible for post retiree benefits. The parties will discuss with the carrier the option of employees continuing on a health plan at the employees' cost.

ARTICLE 13.0 – PENSION AND INSURANCE PLAN

- (a) As a condition of employment, all employees must, in their first full month of service, participate in the OMERS Pension Plan as agreed between the parties.
- (b) The Corporation will provide and pay for Life Insurance to the value of two (2) times the employee's annual wage or salary. The employee has an option to purchase additional volume of coverage. Details set out in Schedule C.
- (c) The Corporation will provide and pay for a Long Term Disability Plan with the following provisions:
 - (i) waiting period of one hundred and eighty (180) days;
 - (ii) sixty-six and two thirds percent (66.67%) of monthly earnings;
 - (iii) the amount of the monthly payment will be increased each January by the lesser of the increase in the Pension Index as determined by the Canada Pension Plan, or five percent (5%), but not to exceed the maximum monthly benefit of four thousand dollars (\$4,000).

Pre-Existing Condition Exclusion:

A "Pre-existing Condition" means a sickness or injury for which the Employee sought medical investigation, diagnosis, treatment, care, medication or medical advice within the 90 day period immediately prior to becoming insured under this Policy.

No benefits shall be payable under this Policy for any period of Total Disability which results directly or indirectly from, or was caused by a Pre-existing Condition, unless:

- a) The Employee has been insured under this Policy for a period of at least 12 months prior to the Total Disability; or
 - b) The employee has been Actively Working for 90 consecutive days with no absence related to the Pre-existing Condition; or
 - c) The Employee was insured for similar coverage under a previous group policy, if the previous policy was replaced by this Policy within 31 days of its termination.
- (d) The Corporation will provide and pay for Accidental Death and Dismemberment Insurance. Details set out in Schedule C.

ARTICLE 14.0 – JOB POSTING

- (a) When vacancies occur within the bargaining unit, or new jobs are created within the bargaining unit, these positions shall be posted on the Bulletin Board, accessible to all employees, for a

period of ten (10) working days, during which time present employees shall have the opportunity of applying before outsiders are considered. During the posting period, the Corporation may fill a vacancy on a temporary basis.

- (b) Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage rate and range.
- (c) Appointments from within the bargaining unit shall be made within a reasonable length of time, but in no case shall it be more than thirty (30) days from the closing date of the posting unless the Corporation gives the Union written notice of intention to delay the appointment or not to make it.
- (d) In selecting a candidate to fill a vacancy or in the case of a transfer in the bargaining unit, Management shall consider skill, ability and qualifications to perform the duties of the job. When these factors are relatively equal among the candidates, then preference will be given to the employee with the greatest seniority.
- (e) If the employee is successful in obtaining a position pursuant to this Article, such employees will not be eligible to apply for any other position for six (6) calendar months, unless it is to a higher paid classification (end rate salary to end rate salary).

ARTICLE 15.0 – LAY-OFF

- (a) In the event of a lay-off, employees will be laid off in the reverse order of seniority, provided the employees retained are qualified and able to perform the work required. Employees will be recalled in the order of their seniority, provided they are qualified and able to do the work available. The parties may mutually agree to alter the above procedure.

ARTICLE 16.0 – LEAVE OF ABSENCE

- (a) A regular employee will be allowed up to five (5) consecutive days' leave of absence with pay in the event of the death of the employee's parent, spouse, child, brother or sister. There shall be no distinction of "step" relative. A regular employee will be allowed up to three (3) consecutive days' leave of absence with pay in the event of the death of the employee's brother/sister-in-law, son/daughter-in-law, father/mother-in-law, grandparents and grandchildren. A regular employee will be allowed up to one (1) day's leave of absence with pay in the event of the death of the employee's grandparents-in-law, aunt, uncle, niece and nephew. Such leave shall be for the purpose of making arrangements for and/or attending the funeral.
- (b) The Corporation shall pay an employee, who is required for Jury Duty, the difference between regular wages and the payment received for such Jury Duty, excluding mileage and meal expenses. The employee shall present proof of such payment received.
- (c) Excluding Legislative requirements and military leave, employees, at the discretion of the Corporation, may be granted up to three (3)-months' leave of absence without pay and without loss of seniority (provided that such leave is not for the purpose of engaging in work outside of the service of the Corporation) except in case of sickness or other exceptional circumstances.
- (d) Employees elected or appointed as representatives of the Union shall be granted leave of absence without pay while so engaged, provided written request is made by the Union and providing the staffing levels in each department are adequate to operate the functions of those areas. The Corporation will continue to pay the employee and the Union will reimburse the Corporation for the employee's regular wages plus normal payroll burden, excluding

administration charges. The normal payroll burden, excluding administration charges, will be applicable in excess of three (3) consecutive days.

- (e) The Principal Steward shall be granted twenty (20) days leave of absence without pay to attend PWU associated functions that are not related to Norfolk Power business providing the staffing levels in each department are adequate to operate the functions of those areas.
- (f) Three employees will be paid at standard daily rate for regular time spent in negotiating with Corporation representatives for a maximum of two (2) days each, up to but not including conciliation.

ARTICLE 17.0 – ALLOWANCES

- (a) The Corporation will supply the necessary initial tools, equipment, and gloves for employees and replacements thereof within reason.
- (b) When an employee in Schedule A is detailed to relieve in a position of higher rating for four (4) hours or more, or an employee in Schedule B who is detailed to relieve in a position of higher rating for three and one-half (3.5) hours or more, such employee shall receive the rate of pay for the full time of such relief. When an employee is detailed to relieve in a position of lower rating, such employee shall continue to receive regular wages.
- (c) Employees in the classifications listed below will be provided with the following set of Industry Approved Workwear as prescribed by Occupational Health and Safety Act and the Electrical Utilities Safety Rule Book and the Infrastructure Health and Safety Association Rule Book:

Lines Staff:

- 4 – Long sleeve T-shirts
- 4 - Short sleeve T-shirts
- 3 – Pair of pants
- 2 – Summer Bib Coverall
- 2 – Long Sleeve Button-up shirts
- 1 – Pullover sweatshirt
- 1 – Jacket
- 1 – Winter Bib Coverall, insulated
- 1 – Insulated parka

Meter Staff:

- 4 - Pair of pants, or 2 pair of pants and one bib coverall
- 4 - Long sleeve shirts
- 4 - Short sleeve T-shirts
- 1 - Pullover sweatshirt
- 1 - Jacket
- 1 - Insulated parka

Non fire retardant clothing will be provided to the following categories:

Stores/Engineering Technician/Technologist/System Operator:

- 4 – Pair of pants, or two (2) pair of pants and one bib coverall
- 4 – Long Sleeve shirts
- 4 - Short Sleeve T-shirts
- 1 – Pullover sweatshirt
- 1 – Jacket
- 1 – Insulated parka

Note: New employees will be issued their respective set of clothing as soon as possible from commencement of employment. The re-issuance of any of the clothing listed above will be on a replacement basis.

Employees in the classifications of Linepersons and Meter Technicians will be paid an annual rate of three hundred dollars (\$300) for CSA approved boots/footwear per agreement year. All other employees who are required to wear CSA approved boots/footwear will be paid three hundred dollars (\$300) every two years. These allowances will commence July 1, 2011.

- (d) Meal Allowance(s) of \$13.00 will be paid by the Corporation:
when an employee works two (2) hours of overtime immediately preceding the start of their normal shift;

when an employee works two (2) hours of overtime immediately following their normal shift;

Subsequent meal allowance(s) will be provided every four (4) hours of overtime worked thereafter;

Where 48 hours notice has been provided for scheduled overtime on Saturday, Sunday or Recognized Holidays employees will be responsible for their first meal;

Meal allowance(s) will be provided to employees after four (4) hours of continuous work (except as noted above) and every four (4) hours thereafter for all other overtime worked;

No time will be deducted if employees eat their overtime meals in a minimum amount of time;

Meal allowance(s) are not payable if a meal is provided by the Corporation.

ARTICLE 18.0 – COMMITTEES

- (a) Meetings between Management and Union representatives may be held as required. If such meetings are held during regularly scheduled working hours, such employee shall not suffer loss of regular wages. Meetings held after regularly scheduled working hours shall be unpaid.

The Corporation agrees to meet with the Union representatives regarding safety matters as promptly as the situation warrants or, similarly, the Union agrees to meet with the Corporation representatives. Union representatives shall continue to be paid by the Corporation and related time shall be in addition to any other paid time provision related to Union activities.

- (b) A representative of the employees, upon the approval of the immediate supervisor, shall be granted leave of absence for reasonable amounts of time, without loss of regular wages, to investigate and service grievances. The employer shall not deny the grievor a reasonable amount of time to meet with their union representative. It is clearly understood that such representative has regular work to perform and will not be absent from regular work unreasonably for such purposes.

ARTICLE 19.0 – GENERAL

ARTICLE 19.1 – INCLEMENT WEATHER

During cold or inclement weather, the Corporation will endeavor to supply work or training to employees normally working outside. It is understood that the Corporation will decide whether or not work is to be performed outside.

ARTICLE 19.2 – NO DISCRIMINATION

The Corporation and the Union agree there shall not be any discrimination practiced with respect to any employee by reason of Union activity on Corporation time or property. Only such activity shall be permitted as is provided for in this Agreement or otherwise in writing between the parties.

ARTICLE 19.3 – PAY PERIOD

The Corporation shall pay wages weekly, and on each pay day shall provide each employee with an itemized statement of their wages and deductions.

ARTICLE 20.0 – WAGE RATES AND CLASSIFICATIONS

General Wage increase to all PWU classifications as follows:

Effective January 1, 2011 apply a general wage increase of 1.5%.

Effective July 1, 2011 apply a general wage increase of 1.5%.

Effective January 1, 2012 apply a general wage increase of 1.5%.

Effective July 1, 2012 apply a general wage increase of 1.5%.

Effective January 1, 2013 apply a general wage increase of 2%.

Effective July 1, 2013 apply a general wage increase of 2%.

The Wage Rates, Classifications and Progression Procedures shall be as set out in Schedules "A" & "B" attached to and forming part of this Agreement and are included herein for purposes of payment of wages only.

ARTICLE 21.0 – REBATES

It is understood and agreed that additional benefits granted by the Corporation in settlement of negotiations for renewal of this current Agreement satisfy the rebate requirements outlined in the Employment Insurance Act and the Ontario Hospital Insurance Commission Act.

ARTICLE 22.0 – DURATION

This Agreement shall become effective on the first day of January, 2011 and such Agreement shall remain in effect until the 31st day of December, 2013 and from year to year thereafter, unless either party gives notice in writing to the other party within the ninety-day (90) period prior to the expiry date, of its desire to alter or terminate same.


Working conditions during the term of this agreement shall be outlined in the agreement and midterm agreements except such midterm agreements as are agreed obsolete by the parties. The midterm agreement is a modification of the agreement executed by the parties during the term of the agreement.

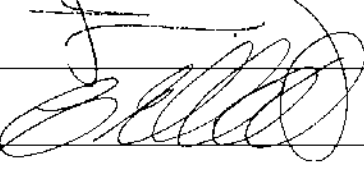
ARTICLE 23.0 – STRIKE/LOCKOUT

The parties agree that, during the term of the Collective Agreement, there shall be no unlawful strike or lockout in the workplace as defined in the Labour Relations Act.

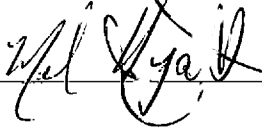
SIGNED THIS 8th DAY OF MARCH, 2011

FOR THE CORPORATION





FOR THE UNION



SCHEDULE C

NORFOLK POWER BENEFIT PLAN

Benefit Detail

Life Insurance

Formula	2 x annual earnings + optional coverage at employee cost
maximum at employee's cost)	\$250,000 (plus optional coverage)
reduction	none
waiver of premium	after 180 days; to age 65
terminates at	age 65 or prior retirement

AD&D

same as Life Ins.	Yes
maximum	same as Life Insurance
24 hour coverage	yes
loss of use	yes

Critical Care Insurance

Formula	5% of AD&D coverage
Maximum	\$10,000
Terminates at	age 65 or prior retirement

Dependent Life

spousal death benefit	\$10,000
each child	\$5,000
child coverage starts	after 14 days of age
waiver of premium	same as Life Insurance
terminates at	same as Life Insurance

Long Term Disability

Formula	66.67%
Maximum	\$4,000
Elimination period	180 days
Benefit period	to age 65
Definition of disability	any occupation
Residual/partial	included
Rehabilitation benefit	pre-approval required
CPP offset	primary
Pre-existing condition	90 days prior/12 months after as per written explanation
All source maximum	85%
Tax status	taxable
Terminates at	age 65 or prior retirement

Weekly Indemnity

Formula	75% of weekly earnings
Maximum	\$1,000
Occupational	occupational coverage – WSIB
first payor (past practice)	
Wait period – accident	3 days
Wait period – sickness	3 days
Benefit period	180 days
Tax status	taxable
Terminates at	age 65 or prior retirement

Health Care

Deductible	nil
Co-insurance	100%
Overall maximum	unlimited
Prescription drugs	pay-direct card, prescription drugs, generic drug definition – 100% Reimbursement
Drug dispensing fee	capped at \$9.00
smoking cessation	self-insured as per contract, \$1500. lifetime

Paramedical Services

1 st \$/after OHIP	from 1 st \$
chiropractor	\$1000 cym
podiatrist/chiroprapist	\$500 cym
osteopath	\$500 cym
physiotherapist	\$1500 cym
acupuncturist	\$500 cym
speech therapist	\$500 cym
massage therapist	\$750 cym
naturopath	\$500 cym
psychologist	\$500 cym
hospital room	ward room coverage
convalescent hospital	pre-approval required
private duty nursing	\$10,000 cym, 25,000 lifetime maximum
ambulance to/from	nearest hospital
orthopaedic shoes	4 pr cym <age 2; 3 pr cym age 2-17; 1 pr cym to a maximum of \$600 >age 17
orthotics	\$400 cym
hearing aids	\$500/3 years
accidental dental	within 12 months
durable medical equip.	pre-approval required
vision	self-insured as per union contract, plus prescription safety glasses, every two years to a maximum of \$350. eff. Jan. 1/11 and \$400. eff. Jan. 1/13
eye exams	self-insured as per union contract, one eye exam every two years to a maximum of \$75.
survivor extended	2 years
terminates at	age 65 or prior retirement
global travel assistance	100%, 60 days
out-of-country emerg.	\$1,000,000 lifetime maximum
out-of-country referral	pre-approval required

Dental Care

Deductible	nil
Basic serv. – Level I	100%
Basic I – ann. Max.	\$1,500
Basic serv. – Level II	100%
Basic II – ann. Max	\$1,500
Major restorative	50%
Major restorative ann. Max.	\$1,500 cym
Orthodontics	self-insured – as per union contract 100% paid by employer
Orthodontics ann. Max.	\$2,000/lifetime
Recall exams	9 months
Scaling/planning units	8 units per year

ODA fee guide	current minus 1 year
Survivor extended	2 years
Terminates at	age 65 or prior retirement

cym = calendar year maximum

all maximums are per insured unless otherwise stated

Voluntary Benefit

Optional Life	subject to medical evidence for new subscribers; 100% employee paid
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LETTER OF UNDERSTANDING

Between:

Norfolk Power Distribution Inc.

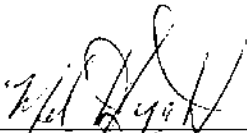
and

Power Workers' Union


Re: Contracting Out

There will be no lay-offs due to the contracting out of work which is normally performed by the bargaining unit.

The Letter of Understanding expires December 31, 2013.



Power Workers' Union



Norfolk Power Distribution Inc.

Mar 8/2011

Date

AGREED LETTER OF UNDERSTANDING

Between:

Norfolk Power Distribution Inc.

and

Power Workers' Union

Re: Partnership Agreement

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

The Corporation will recognize a committee of not more than three (3) PWU elected representatives and a representative(s) of the Power Workers' Union at any union management meeting.

Labour Management relations meetings will be held quarterly as follows:

The meetings will be co-chaired by the Department Manager/Principal Steward or designate.

The Agenda will be set two (2) weeks prior to the meeting.

New items can be tabled at the meeting for discussion under new business.

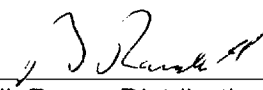
Meeting minutes will be prepared and jointly agreed and signed to one week after the meeting.

Additional meetings will be held on an as required basis.

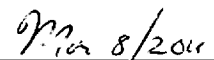
Meeting will be held on Corporation time and premises.



Power Workers' Union



Norfolk Power Distribution Inc.



Date

LETTER OF UNDERSTANDING

Between:

Norfolk Power Distribution Inc.

and

Power Workers' Union

Re: PWU Elected Reps Release and Responsibility

Congratulations. We look forward to working with you in a positive, constructive, and partnership-like fashion. As a Steward, you perform an important role.

In performing your role the parties have agreed that certain protocols regarding request for time are to be followed: Article 18.0 (b) outlines this, namely

“A representative of the employees, upon the approval of the immediate supervisor, shall be granted leave of absence for reasonable amounts of time, without loss of regular wages, to investigate and service grievances. The employer shall not deny the grievor a reasonable amount of time to meet with their union representative. It is clearly understood that such representative has regular work to perform and will not be absent from regular work unreasonably for such purposes.”

In ensuring adequate time is allocated and to ensure a steward has access to email, it is agreed that a steward may utilize up to fifteen (15) minutes at the beginning of each day to retrieve such email or to arrange discussion time with members, management or PWU Union Reps.

There is a computer installed in a designated area to conduct your union business. It is understood that when a steward is equipped with a computer to perform their normal functions of their job, that computer will be utilized. In the event you require speaking to another employee regarding union business you will need to request permission from their immediate management supervisor for permission for the employee to meet with you. This time will normally be granted unless exceptional circumstances arise, items such as work schedules, staffing needs and training. The immediate management supervisor will respond to the request by the next business day.

A request for time to conduct union business with members or PWU union reps that exceeds fifteen (15) minutes will require the steward to email notification to their immediate supervisor and/or immediate supervisor of member for their agreement on release time.

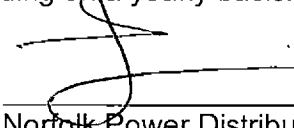
If photocopying is required the photocopier in the Customer Service Area is available for your use, of which you will receive the code for access.

We look forward to working with you. If you have any questions please bring forward at your convenience.

The parties agree to review this Letter of Understanding on a yearly basis.



Power Workers' Union



Norfolk Power Distribution Inc.

Mar 8, 2011

Date

SCHEDULE A

WAGE RATES AND CLASSIFICATIONS & PROGRESSIONS

<u>JOB CLASSIFICATIONS & PROGRESSIONS</u>		<u>Current</u>	<u>1.50% Jan 1/11</u>	<u>1.50% July 1/11</u>	<u>1.50% Jan 1/12</u>	<u>1.50% July 1/12</u>	<u>2.00% Jan 1/13</u>	<u>2.00% July 1/13</u>
P and C Technologist (after 54 months)	1.00	34.24	34.75	35.27	35.80	36.34	37.07	37.81
after 42 months	0.95	32.53	33.01	33.51	34.01	34.52	35.22	35.92
after 30 months	0.90	30.82	31.28	31.74	32.22	32.71	33.36	34.03
after 18 months	0.80	27.39	27.80	28.22	28.64	29.07	29.66	30.25
after 6 mths	0.70	23.97	24.33	24.69	25.06	25.44	25.95	26.47
Start	0.60	20.54	20.85	21.16	21.48	21.80	22.24	22.69
Distribution Engineering Technologist (after 54 months)	1.00	34.24	34.75	35.27	35.80	36.34	37.07	37.81
after 42 months	0.95	32.53	33.01	33.51	34.01	34.52	35.22	35.92
after 30 months	0.90	30.82	31.28	31.74	32.22	32.71	33.36	34.03
after 18 months	0.80	27.39	27.80	28.22	28.64	29.07	29.66	30.25
after 6 months	0.70	23.97	24.33	24.69	25.06	25.44	25.95	26.47
Start	0.60	20.54	20.85	21.16	21.48	21.80	22.24	22.69
Working Foreperson - Lines	1.13	35.73	36.26	36.80	37.36	37.92	38.68	39.45
Lineperson - Leadhand (as required)	1.08	34.15	34.66	35.18	35.70	36.24	36.97	37.70
Lineperson - Journeyman (minimum 8000 hrs)	1.00	31.62	32.09	32.57	33.06	33.56	34.23	34.91
after 42 months	0.95	30.04	30.49	30.94	31.41	31.88	32.52	33.16
after 30 months	0.90	28.46	28.88	29.31	29.75	30.20	30.81	31.42
after 18 months	0.80	25.30	25.67	26.06	26.45	26.85	27.38	27.93
after 6 mths	0.70	22.13	22.46	22.80	23.14	23.49	23.96	24.44
Start	0.60	18.97	19.25	19.54	19.84	20.14	20.54	20.95
Working Foreperson - Metering	1.13	34.43	34.95	35.47	36.00	36.54	37.28	38.02
Meter Technician - Leadhand (as required)	1.08	32.91	33.40	33.90	34.41	34.93	35.63	36.34
Meter Technician - Journeyman (minimum 8000 hrs)	1.00	30.47	30.93	31.39	31.86	32.34	32.99	33.65
after 42 months	0.95	28.95	29.38	29.82	30.27	30.72	31.34	31.97
after 30 months	0.90	27.42	27.84	28.25	28.67	29.11	29.69	30.29
after 18 months	0.80	24.38	24.74	25.11	25.49	25.87	26.39	26.92
after 6 mths	0.70	21.33	21.65	21.97	22.30	22.64	23.09	23.56
Start	0.60	18.28	18.56	18.83	19.12	19.40	19.79	20.19

SCHEDULE A (CONTINUED)

WAGE RATES AND CLASSIFICATIONS & PROGRESSIONS

		<u>Current</u>	<u>1.50%</u> <u>Jan 1/11</u>	<u>1.50%</u> <u>July 1/11</u>	<u>1.50%</u> <u>Jan 1/12</u>	<u>1.50%</u> <u>July 1/12</u>	<u>2.00%</u> <u>Jan 1/13</u>	<u>2.00%</u> <u>July 1/13</u>
Distribution Engineering Technician (after 54 months)	1.00	30.47	30.93	31.39	31.86	32.34	32.99	33.65
after 42 months	0.95	28.95	29.38	29.82	30.27	30.72	31.34	31.97
after 30 months	0.90	27.42	27.84	28.25	28.67	29.11	29.69	30.29
after 18 months	0.80	24.38	24.74	25.11	25.49	25.87	26.39	26.92
after 6 mths	0.70	21.33	21.65	21.97	22.30	22.64	23.09	23.56
Start	0.60	18.28	18.56	18.83	19.12	19.40	19.79	20.19
Senior Engineering Technician		32.90	33.39	33.89	34.40	34.92	35.62	36.33
System Control Operator (minimum 8000 hrs)	1.00	30.47	30.93	31.39	31.86	32.34	32.99	33.65
after 42 months	0.95	28.95	29.38	29.82	30.27	30.72	31.34	31.97
after 30 months	0.90	27.42	27.84	28.25	28.67	29.11	29.69	30.29
after 18 months	0.80	24.38	24.74	25.11	25.49	25.87	26.39	26.92
after 6 mths	0.70	21.33	21.65	21.97	22.30	22.64	23.09	23.56
Start	0.60	18.28	18.56	18.83	19.12	19.40	19.79	20.19
Engineering/Operations Clerk I - after 24 months		24.75	25.12	25.50	25.88	26.27	26.80	27.34
Engineering/Operations Clerk II - after 12 months		22.28	22.61	22.95	23.29	23.64	24.11	24.59
Engineering/Operations Clerk III - Start		19.80	20.10	20.40	20.71	21.02	21.44	21.87
Engineering Draftsperson I - after 24 months		24.37	24.74	25.11	25.49	25.87	26.39	26.92
Engineering Draftsperson II - after 12 months		21.93	22.26	22.59	22.93	23.27	23.74	24.21
Engineering Draftsperson III - Start		19.50	19.79	20.09	20.39	20.70	21.11	21.53
Service Mechanic I - after 24 months		27.45	27.86	28.28	28.70	29.13	29.71	30.30
Service Mechanic II - after 12 months		24.73	25.10	25.48	25.86	26.25	26.78	27.32
Service Mechanic III - Start		21.97	22.30	22.63	22.97	23.31	23.78	24.26
Meter Reader I - after 12 months		24.37	24.74	25.11	25.49	25.87	26.39	26.92
Meter Reader II -Start		21.94	22.27	22.60	22.94	23.28	23.75	24.23
Maintenance Person I after 12 months		24.37	24.74	25.11	25.49	25.87	26.39	26.92
Maintenance Person II - Start		21.94	22.27	22.60	22.94	23.28	23.75	24.23
Stores - Leadhand (as required)		28.97	29.40	29.84	30.29	30.74	31.35	31.98
Stores Person I - after 18 months		27.43	27.84	28.26	28.68	29.11	29.69	30.28
Stores Person II - after 6 months		25.89	26.28	26.67	27.07	27.48	28.03	28.59
Stores Person III - Start		24.36	24.73	25.10	25.48	25.86	26.38	26.91
Stores Assistant I - after 12 months		21.91	22.24	22.57	22.91	23.25	23.72	24.19
Stores Assistant II - Start		19.17	19.46	19.75	20.05	20.35	20.76	21.18
Labourer		14.58	14.80	15.02	15.25	15.48	15.79	16.11

SCHEDULE B

WAGE RATES, CLASSIFICATIONS AND PROGRESSIONS

<u>JOB CLASSIFICATIONS AND PROGRESSIONS</u>	<u>Current</u>	<u>1.50% Jan 1/11</u>	<u>1.50% July 1/11</u>	<u>1.50% Jan 1/12</u>	<u>1.50% July 1/12</u>	<u>2.00% Jan 1/13</u>	<u>2.00% July 1/13</u>
Working Supervisor (as required)	2.66	2.70	2.74	2.78	2.82	2.88	2.94
Retail Settlement Representative I - after 12 months	27.43	27.84	28.26	28.68	29.11	29.69	30.28
Retail Settlement Representative II - Start	25.61	25.99	26.38	26.78	27.18	27.72	28.27
Accounting Clerk I - after 12 months	27.43	27.84	28.26	28.68	29.11	29.69	30.28
Accounting Clerk II - Start	24.74	25.11	25.49	25.87	26.26	26.79	27.33
Senior Customer Service Representative (as required)	25.25	25.63	26.01	26.40	26.80	27.34	27.89
Customer Service Rep I - after 24 months	25.79	26.18	26.57	26.97	27.37	27.92	28.48
Customer Service Rep II - after 12 months	23.22	23.57	23.92	24.28	24.64	25.13	25.63
Customer Service Rep III - Start	20.62	20.93	21.24	21.56	21.88	22.32	22.77
Customer Service Field Collector I - after 24 months	24.37	24.74	25.11	25.49	25.87	26.39	26.92
Customer Service Field Collector II - after 12 months	21.93	22.26	22.59	22.93	23.27	23.74	24.21
Customer Service Field Collector III - Start	19.50	19.79	20.09	20.39	20.70	21.11	21.53
Office Services Representative I - after 12 months	22.05	22.38	22.72	23.06	23.41	23.88	24.36
Office Services Representative II - Start	19.29	19.58	19.87	20.17	20.47	20.88	21.30
Cashier I - after 12 months	19.17	19.46	19.75	20.05	20.35	20.76	21.18
Cashier II - Start	17.22	17.48	17.74	18.01	18.28	18.65	19.02