

COLLECTIVE AGREEMENT

between

**MILTON HYDRO DISTRIBUTION INC.
(HEREINAFTER REFERRED TO AS "THE CORPORATION")**

and

**POWER WORKERS' UNION, LOCAL 1000 OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES, CLC, REPRESENTING THE WORKERS OF
THE CORPORATION
(HEREINAFTER REFERRED TO AS "THE UNION")**

EXPIRY DATE: DECEMBER 31, 2016

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PREAMBLE:

The parties agree that the Corporation must be efficient, profitable and competitive and develop relations based on mutual respect and ensure a healthy, safe and productive workplace. This will promote the viability and prosperity of the organization and quality services to our customers.

ARTICLE 1: RECOGNITION

1.01 The Corporation hereby recognizes the Union as the sole bargaining agent for all employees of Milton Hydro Distribution Inc. save and except: supervisors, persons above the rank of supervisors, executive assistant, also persons regularly employed for not more than twenty-four (24) hours per week, students employed during the school vacation period, students employed on a co-operative training program, and individuals employed on a government sponsored program.

ARTICLE 2: MANAGEMENT'S RIGHTS

2.01 The Union acknowledges that the Corporation has the exclusive right to manage its business and direct the working force, make, amend and enforce such rules and regulations as shall from time to time be required consistent with the terms of this Collective Agreement.

ARTICLE 3: UNION SECURITY AND CHECK-OFF OF DUES

- 3.01 All employees covered by this Collective Agreement who are now members or become members of the Union shall as a condition of employment maintain such membership. Those employees within the unit as covered in clause 1.01 who are not Union members will pay the regular monthly Union dues.
- 3.02 New employees covered by this Collective Agreement shall, as a condition of employment upon hire, become members of the Union.
- 3.03 The Corporation shall deduct from each employee an amount equivalent to regular Union dues. The current monthly dues will be deducted in equal amounts from each pay received in the calendar month, and shall be remitted to the Union's Financial Officer not later than the 16th day of the month following the calendar month together with a list of the names and addresses of all employees from whose pay such deductions have been made. The Financial Officer of the Union shall notify the Corporation, in writing, of the amount of such monthly dues to be deducted under this section and, from time to time, of any changes in the amount thereof.
- 3.04 In consideration of this deduction and forwarding service by the Corporation, the Union agrees to indemnify the Corporation for any liabilities arising from the deduction and forwarding of these monthly dues.

ARTICLE 4: SENIORITY

- 4.01 Seniority shall be defined as the length of continuous service a regular employee has established with the Corporation in this bargaining unit, and shall accrue in all cases from the date the regular employee last entered the employ of the Corporation.
- 4.02 Temporary and probationary employees shall not accumulate seniority except that a regular employee shall be granted seniority for the period served as either a temporary and/or probationary employee in accordance with the provisions in Article 5.
- 4.03 An employee shall lose seniority and the employee's name shall be removed from the records and employment with the Corporation shall cease if the employee:
- a) is discharged and not reinstated through the grievance procedure;
 - b) is laid off for a period exceeding twelve (12) consecutive calendar months;
 - c) has been laid off and fails to return within ten (10) working days after he has been notified to do so by the Corporation through registered mail addressed to the last address on record with the Corporation.
- Note: It is the employee's responsibility at all times to keep the Corporation and the Union informed of his correct home address and telephone number.
- d) is absent from work for three (3) consecutive days or more without providing Management with a reasonable explanation;
 - e) is absent from work due to a non-compensable accident or sickness for a period of twenty-four (24) consecutive months.
 - f) is absent from work due to a compensable accident or sickness for a period of twenty-four (24) consecutive months.
 - g) retires.
- 4.04 Management will compile a seniority list annually, in February of each year, and a copy will be forwarded to the Utility Steward as well as each employee.
- 4.05 Seniority will not increase during each lay-off and each leave of absence without pay of over one (1) month.
- 4.06 a) Regular full time employees promoted outside of the bargaining unit shall accumulate seniority for a period of twelve (12) months.
- b) Employees returning to the bargaining unit after twelve (12) months shall retain their seniority previously accumulated in the bargaining unit.

ARTICLE 5: EMPLOYEE CATEGORIES

5.01 Temporary Employees are persons hired to work for periods of limited duration of up to six (6) months in positions and are not likely to become part of the Corporation's continuing organization. A six (6) month extension may be granted with the consent of the Utility Steward. Temporary employees who are hired to replace employees on maternity/parental leave will work for periods of up to twelve (12) months. Temporary employees shall not accumulate Corporation service, nor shall they be entitled to any of the rights or privileges accruing to regular employees unless otherwise indicated in a specific article, nor shall they have recourse to the grievance procedure.

5.02 Probationary Employees are persons hired on trial to determine their suitability for continuing employment in regular positions. An employee shall be considered probationary for up to six (6) calendar months. At the end of their probationary period, their date of hiring will be established as their date of commencement. During this probationary period they shall not be considered as having regular status and shall not be entitled to any of the rights and privileges accruing to regular employees unless otherwise indicated in a specific clause, nor shall they have recourse to the grievance procedure.

After ninety (90) days of hire the Corporation will retain coverage under the current Extended Health Care Plan or equivalent, and the current Dental Plan, or equivalent, based on current O.D.A. fee schedules minus two (2) years; and a Vision Care Plan providing up to \$325.00 upon ratification and \$400.00 effective January 1, 2015 per family member for optical appliances in any twenty-four (24) month period. The Corporation will pay one hundred percent (100%) of the premium cost of the plan. The Corporation will pay the premium cost of the Corporation's group life insurance plan, or its equivalent and the employee will be entitled to the recognized holidays as specified in Article 10.

5.03 Regular Employees are those who have successfully served a probationary period. In case a temporary employee is accepted for a regular position, the time served since the last hiring date will be considered part of the probationary period provided the temporary employee's experience has been in the same regular position the temporary employee has been hired to fill.

ARTICLE 6: STRIKES AND LOCKOUTS

6.01 There shall be no strikes or lockouts as long as this Collective Agreement continues to operate. The definition of a strike or lockout is as defined by the Ontario Labour Relations Act.

ARTICLE 7: GRIEVANCE PROCEDURE

7.01 For the purpose of this Collective Agreement, a dispute, claim or complaint which involves the interpretation, application, administration or alleged violation of some provision of the Collective Agreement shall be considered to be a fit matter for grievance and shall be dealt with as specified below.

7.02 The time limits for the processing of grievances shall be strictly observed and may by exception only be amended through mutual agreement of the parties. Failure of the Union or Management to act within the time limits prescribed herein 7.02, 7.03 and 7.04 shall mean the alleged grievance is forfeited or processed to the next step as the case may be.

Step 1: An employee believing there is a grievance shall present it verbally to the Supervisor or designate within ten (10) working days of the occurrence which has given rise to the alleged grievance. The Supervisor or designate will discuss the matter with the grievor within five (5) working days of receipt of the grievance.

Step 2: Failing settlement of the grievance under Step 1, the employee may within five (5) working days of the issuance of the disposition submit the grievance in writing to the Department Manager or designate stating the article and clause of the Collective Agreement to which the grievance applies. Within five (5) working days of the presentation of a written grievance the Department Manager or designate will meet with the grievor and/or the Union Steward and render his written decision to the employee with a copy thereof to the Union within five (5) working days after the meeting has been held.

Step 3: If the reply of the Department Manager or designate is not acceptable, the grievance may within five (5) working days be referred in writing by the Union to the President/CEO. The President/CEO will meet with the grievor and the Union Steward within ten (10) working days of receipt of the submission. A written reply to the grievance will be sent to the grievor with a copy thereof to the Union within five (5) working days, or such further time as agreed to between the parties, after the meeting has been held. Failing settlement at this level between the parties of the Collective Agreement, either of them may submit the matter to arbitration within a further thirty (30) working days.

7.03 Individual Employee Grievance

A regular employee filing a grievance on their discharge or suspension may initiate their grievance at Step 2 of the grievance procedure within ten (10) working days of the occurrence, which is given rise to the alleged grievance.

7.04 Policy Grievance

A grievance arising directly between Management and the Union involving the interpretation, application, administration or alleged violation of this Collective Agreement may be submitted in writing by either party within fifteen (15) working days of the incident giving rise to the grievance. In the case of a Union grievance, the grievance procedure shall commence at Step 2. In the case of a Management grievance, the matter will be submitted to the Union, and failing settlement within five (5) working days thereafter may be referred to Arbitration as hereinafter provided.

It is expressly understood that the provisions of clause 7.04 may not be used to institute a grievance directly affecting an employee who could themselves institute same, beginning at Step 1 of the grievance procedure which shall not thereby be bypassed.

- 7.05 Management shall recognize one (1) Steward or designate who may assist employees in the processing of grievances. The Union shall notify Management in writing of the name of the Steward.

The Union understands and agrees that the Steward is employed to perform fulltime work for the Corporation and that the Steward will not leave work during working hours except to perform duties under this clause. The Steward shall not leave without first obtaining the permission. Such permission will be granted as soon as possible consistent with the efficient fulfillment of the work involved. Time spent by the Steward in processing grievances during normal working hours will be paid for by the Corporation at the employee's regular rate of pay.

- 7.06 Management agrees that the employee may have the assistance of a Union representative in addition to the Steward at Step 3 of the Grievance Procedure.

ARTICLE 8: ARBITRATION

- 8.01 It is agreed that all differences of opinion relating to the interpretation, application or administration of this Collective 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.

- 8.02 An Arbitration Board or Arbitrator shall not have the power to add or to subtract from or change the provisions of this Collective Agreement or to deal with any matter not contained in the statement of grievance filed by the party referring the matter to arbitration.

- 8.03 The Union and the Corporation shall each pay one-half (1/2) of the expenses and remuneration of the Chairperson of the Board and shall each bear the expenses and remuneration of their own appointee to the Board and any other expenses incurred in presenting their case.

As an alternative to Article 8.0 the parties may, by mutual agreement, agree to refer a grievance after Step 3 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 9: HOURS OF WORK AND OVERTIME

HOURS OF WORK

- 9.01 Schedule A Employees – Subject to operating requirements, the normal work week for operations employees shall be forty (40) hours consisting of five (5) days of eight (8) hours each Monday through Friday, commencing not earlier than 07:00 hours and ending not later than 16:30 hours with one-half (1/2) hour for lunch.

Schedule A Employees – Subject to operating requirements, the normal work week for engineering employees shall be thirty-seven and one-half (37.5) hours consisting of five (5) days of seven and one-half (7.5) hours each Monday through Friday, commencing not earlier than 07:00 hours and ending not later than 16:30 hours with one (1) hour for lunch.

An employee may refuse a change of hours where less than three (3) days notice of the change is given.

The foregoing is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

- 9.02 Schedule B Employees – Subject to operating requirements, the normal work week shall be thirty-five (35) hours consisting of five (5) days of seven (7) hours each Monday through Friday, commencing not earlier than 07:00 hours and ending not later than 16:30 hours with up to one (1) hour for lunch (a lunch period will be a minimum of one half (1/2) hour) with the following exception:

An employee may refuse a change of hours where less than three (3) days notice of the change is given.

The foregoing is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

- 9.03 Employees will be granted a rest period during each half shift at a location made available by the Corporation.

OVERTIME

- 9.04 The Union recognizes that it will be necessary for employees to perform work beyond and in addition to the normal scheduled hours.

- 9.05 a) Schedule A and B Employees – Overtime will be paid for all authorized work to be performed outside normal hours at two (2) times the normal hourly rate unless specified otherwise.
- b) Schedule B employees who work beyond the normal workday for a period of time not to exceed fifteen (15) minutes will receive equivalent time off in lieu as compensation.

ON CALL

- 9.06 On-call is defined as that duty performed by qualified employees who are required by the Corporation to be readily available for emergency service at other than normal working hours.

- 9.07 Employees designated for on-call duty will be paid \$200.00 per week, \$205.00 per week effective January 1, 2014, \$210.00 per week effective January 1, 2015 and \$215.00 per week effective January 1, 2016 and \$50.00 for recognized holidays.

Employees designated for on-call duty who are unable to perform such duties because of illness shall notify Management immediately.

An employee on on-call duty shall keep Management informed of the telephone number at which he may be contacted when not available at his residence telephone.

Note: Where the parties agree to use vacation time to extend the recognized holiday, on-call employees will be paid the recognized holiday pay (pro-rated if required) for the mutually agreed upon vacation time.

CALL OUT

9.08 An employee called out to work outside of normal working hours shall be paid a minimum call-out time of two (2) hours at the appropriate premium rate or for the time worked at the appropriate premium rate, whichever is the greater.

Should an additional call-out(s) follow within two (2) hours of the first call-out, only one (1) minimum payment will apply and time will be considered continuous from the beginning of the first call-out.

Minimum call-out payment will not be paid where the work is a continuation of the normal work hours. Such work shall be paid for increments of one-half (1/2) hour at applicable overtime rates.

ARTICLE 10: RECOGNIZED HOLIDAYS

10.01 Employees of the Corporation will be entitled to payment of regular rate of pay for the following holidays provided they have worked the full scheduled shifts which immediately precede and follow such holidays, unless the employee is absent because of:

- a) personal illness with pay;
- b) death in the immediate family;
- c) having received permission from Management to be absent;

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
Boxing Day
Last working day before New Year's Day
One (1) floating holiday
Family Day

10.02 Should any of the holidays outlined fall on a Saturday, the preceding working day shall be observed as the holiday. Likewise if the holiday falls on a Sunday, the following working day will be observed as the holiday.

ARTICLE 11: VACATION

11.01 For the purposes of calculating vacation with pay, the period during which credit will be established will commence July 1st of the previous year and will end June 30th of

the current year. The calculations will be based upon the number of days paid for during the vacation accumulation period.

- 11.02 Annual vacations will be taken at times determined by Management consistent with the efficient operation of the business. Every effort will be made to arrange such vacations for the convenience of the employees. A vacation sheet will be posted for employee's selections by April 1st for completion and removal by April 15th. Seniority will be the basis for allocation of conflicting choices between two (2) or more employees.

Where it is mutually agreeable, an employee may carry over a maximum of one (1) week's vacation to the following year (to be taken by October 31 of that following year). Requests for carry-over must be made prior to September 1st.

- 11.03 (a) An employee with less than one (1) year of service as of June 30th in the current year shall be allowed a vacation credit of one (1) working day per month of service to a maximum of two (2) weeks vacation with pay.

(b) An employee with one (1) year or more of continuous service as of June 30th in the current year will be entitled to two (2) weeks vacation with pay.

(c) An employee will be entitled to three (3) weeks vacation with pay in the year in which two (2) years continuous service with the Corporation is completed.

(d) An employee will be entitled to four (4) weeks vacation with pay in the year in which eight (8) years continuous service with the Corporation is completed.

(e) An employee will be entitled to five (5) weeks vacation in the year in which fifteen (15) years of continuous service with the Corporation is completed.

(f) An employee will be entitled to six (6) weeks vacation in the year in which twenty-five (25) years of continuous service with the Corporation is completed.

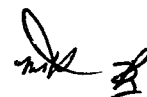
- 11.04 An employee's earned and unused vacation credit will be credited to the employee in the event of termination of employment.

ARTICLE 12: SICK LEAVE

- 12.01 Regular and probationary employees will accumulate two (2) days' sick leave credit per month to a maximum accumulation of one hundred and eighty (180) days at one hundred percent (100%) pay. In the case of a probationary employee, the credit will be available at the completion of the six (6) month period of probation with no sick pay being accumulated during this period.

- 12.02 To be eligible for the two (2) days' credit an employee must have worked for more than half (1/2) of the working days available in the calendar month unless absence is by reason of annual vacation or under circumstances which entitle the employee to Workers' Safety and Insurance Board (WSIB) benefits.

- 12.03 Sick leave will be granted only if the employee reports their illness promptly to Management on the first day of absence.



12.04 Management reserves the right to request medical reports at any time during sick leave and if deemed necessary to have the employee examined by a designated doctor at the Corporation's expense.

ARTICLE 13: HEALTH PLAN

Benefit changes are effective January 28, 2013.

13.01 The Corporation will pay one hundred percent (100%) of the premium cost for the Ontario Employer Health Tax for each employee and eligible dependents.

13.02 The Corporation will retain coverage under the current Health Care Plan or equivalent, and the current Dental Plan, or equivalent, based on current O.D.A. fee schedules minus two (2) years; and a Vision Care Plan providing up to \$325.00 upon ratification and \$400.00 effective January 1, 2015 per family member for optical appliances in any twenty-four (24) month period. The Corporation will pay one hundred percent (100%) of the premium cost.

13.03 The Corporation will pay 80% of the premium cost of an LTD Plan paying 66-2/3% to a maximum of \$3,500.00/month with a waiting period of four (4) months.

ARTICLE 14: PENSION AND INSURANCE

14.01 The Corporation will pay the premium cost of the Corporation's group life insurance plan, or its equivalent.

14.02 The Corporation will pay fifty percent (50%) of the premium cost of the OMERS Basic Pension Plan and the Canada Pension Plan.

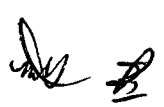
14.03 It is recognized and agreed that the employees' share of any rebate received from a reduction under the Employment Insurance Act will be deemed to have applied against other benefits.

ARTICLE 15: JOB POSTING

15.01 Any job posting within the bargaining unit shall be posted on the bulletin board with its rate of pay, for a period of five (5) working days, to give present employees an opportunity to apply for the position before a new employee is hired.

15.02 Any new position created by the Corporation normally falling within the bargaining unit shall similarly be posted with its rate of pay. The Union will be notified of the new position ten (10) working days before the posting.

15.03 The selection will be made by Management with qualifications and ability to perform the job being the primary considerations. In the event that qualifications and ability to perform the job are equal, seniority shall govern.



ARTICLE 16: LAY-OFF & RECALL

- 16.01 a) In the event of a lay-off, Management agrees that employees shall be laid off in the reverse order of their seniority within Schedules A or B provided that Management can retain a staff qualified to perform the work available. Employees shall be recalled in the order of their seniority provided they are qualified to do the work available.
- b) In the event of recall from lay-off, the Corporation shall advise the employee, by registered mail, bearing a "return if not delivered in ten (10) days" notice, to the last known address of the employee and failure of the employee, to whom the notice is mailed, to receive the notice within the time specified will terminate any obligation on the part of the Corporation. The Utility Steward shall be notified when an employee is advised to return to work.
- c) The employee affected shall notify the Corporation, by registered mail, of any change of address.

ARTICLE 17: LEAVE OF ABSENCE

- 17.01 Bereavement Leave: A regular employee will be allowed up to five (5) consecutive working days leave of absence without loss of pay in the event of the death of their spouse or child. Such leave of absence shall be for the purpose of making arrangements for and/or attending the funeral.

Bereavement Leave: A regular employee will be allowed up to three (3) consecutive working days leave of absence without loss of pay in the event of the death of their father, mother, sister, brother, grandchild, step-father, step-mother, step-brother, step-sister, parent-in-law, son-in-law, daughter-in-law or grandparent. Such leave of absence shall be for the purpose of making arrangements for and/or attending the funeral.

- 17.02 Regular employees will be allowed one (1) working day's leave of absence without loss of pay in the event of the death of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew for the purpose of attending the funeral.

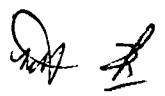
Note: Where an employee requests, the above time off may be extended by management. The extended time off is without pay.

- 17.03 The Corporation will recognize a negotiating committee of not more than two (2) employees to represent the Union in negotiation meetings with the Corporation. The wages for negotiations only to a maximum of three (3) days will be split 50/50 by the Corporation and the Union. The Corporation will pay the employees and invoice the Union for their share of the costs.
- 17.04 Employees will be granted time off without loss of pay when subpoenaed for Jury Duty, Coroner's Inquest, or Crown Witness. Payment of wages by the Court will be reimbursed to the Corporation and such reimbursement will exclude the payment of travel and meal allowances.

- 17.05 Where an employee is released to represent the membership at Union functions, the Union will compensate the Corporation at the employee's regular rate of pay plus 40% burden.
- 17.06 Pregnancy/parental/adoption leave will be granted in accordance with the Employment Standards Act.

ARTICLE 18: ALLOWANCES

- 18.01 In the event an injury is covered by payments from the Workers' Safety & Insurance Board an employee shall receive WSIB payments in accordance with current WSIB legislation.
- 18.02 The Corporation will provide safety glasses including E&USA approved prescription safety glasses, rubber boots, rainwear, hard hats, leather gloves, rubber gloves, hand tools, cover-up rubber articles for the protection of the employee.
- 18.03 A meal allowance of \$11.00, \$12.00 effective January 1, 2014, \$13.00 effective January 1, 2015 and \$14.00 effective January 1, 2016 will be paid to all employees who are required to work two (2) contiguous overtime hours past their regular working hours and every four (4) overtime hours thereafter or one (1) continuous overtime hour or more prior to their regular start time. The same allowance will be paid to all employees, who are called out to work, after the first four (4) overtime hours and every four (4) overtime hours thereafter. A half-hour (1/2 hour) recess time for meals will be paid only when the employee is required to continue working after the meal recess.
- 18.04 The Corporation will provide an allowance of \$190.00, \$195.00 effective January 1, 2014, \$200.00 effective January 1, 2015 and \$205.00 effective January 1, 2016 per year for the purchase or repair of C.S.A. approved safety boots for employees required to wear them. Proof of Purchase is required.
- 18.05 An employee relieving their supervisor for a period of one (1) day or more will be paid five percent (5%) above their regular rate of pay for the full period.
- 18.06 Temporary transfers shall be made without change in salary applicable to such employee so transferred unless an employee is relieving in a higher classification for a period of one half (1/2) day or more, in which case such employee shall be paid five percent (5%) above their regular rate of pay for the full period. At no time shall this relief pay exceed the end rate of the higher classification.
- 18.07 Lines Department
The Corporation will provide newly hired employees who are required to wear high visibility, flame retardant clothing a one-time clothing issue of up to \$1,200.00 during the year of hire. All existing employees required to wear high visibility, flame retardant clothing will be provided a one-time clothing issue of up to \$1,200.00 during 2013. From January 1, 2014 to December 31, 2016, the Corporation will replace the high visibility flame retardant clothing on an as required basis up to a maximum of \$900.00 on an exchange basis.



Metering Department, Labourer/Handyperson

The Corporation will provide newly hired employees who are required to wear high visibility, flame retardant clothing a one-time clothing issue of up to \$600.00 during the year of hire. All existing employees required to wear high visibility, flame retardant clothing will be provided a one-time clothing issue of up to \$600.00 during 2013. From January 1, 2014 to December 31, 2016, the Corporation will replace the high visibility flame retardant clothing on an as required basis up to a maximum of \$600.00 on an exchange basis.

ARTICLE 19: GENERAL

- 19.01 Management will provide bulletin boards for posting of Union material.
- 19.02 When in the opinion of Management, normal work of a non-emergency nature cannot be continued during regular working hours by reason of unduly adverse weather conditions, all reasonable steps will be taken to provide alternate work.
- 19.03 The Parties desire every employee to be familiar with the provisions of this Collective Agreement and their rights and duties under it. For this reason the Corporation will print sufficient copies of the Collective Agreement for distribution to its employees through the Union Steward.

ARTICLE 20: WAGE RATES AND PROGRESSION SCHEDULES

Effective January 1, 2013 - negotiate general wage increase of 2.6%
ten cents (10 cents) increase to the Journey/Lineman classification

Effective January 1, 2014 - negotiate general wage increase of 1.5%
Effective July 1, 2014 - negotiate general wage increase of 1.1%
ten cents (10 cents) increase to the Journey/Lineman classification

Effective January 1, 2015 - negotiate general wage increase of 1.5%
Effective July 1, 2015 - negotiate general wage increase of 1.2%
ten cents (10 cents) increase to the Journey/Lineman classification

Effective January 1, 2016 - negotiate general wage increase of 1.5%
Effective July 1, 2016 - negotiate general wage increase of 1.2%
ten cents (10 cents) increase to the Journey/Lineman classification

The cents per hour increase is to be applied prior to the general wage increase.

Lead Hand 106%, effective January 1, 2015 107% of Journeyman/Lineman

- 20.01 The wage rates, progression schedules and classification of employees covered by this Collective Agreement shall be those shown in Schedule A & B attached hereto and forming an integral part of this Collective Agreement for payroll purposes.
- 20.02 Employees on progression shall normally be progressed in accordance with the schedule. Upon receipt of a Journeyman Lineman MEARIE Certificate of Registration - Powerline Technician, or equivalent the employee will be advanced to the top rate on Schedule A as of the date identified on certificate. However, if any



employee fails to make satisfactory progress, their advancement will be withheld. When progression is withheld, Management will give the employee one (1) month's notice prior to the date that otherwise would have been the progression date and state the reason for withholding the routine progression. After three (3) months their general performance will be reviewed and, if found satisfactory, they shall be granted routine progression.

If their progress and general performance are not found to be satisfactory, they shall be transferred to another classification, if available, or dismissed.

ARTICLE 21: HEALTH AND SAFETY

21.01 The parties agree and support the requirements of the Occupational Health and Safety Legislation.

ARTICLE 22: MID-TERM AGREEMENTS

22.01 Working conditions during the term of this Collective Agreement shall be outlined in this Collective Agreement and any Mid-term Agreement.*

*A Mid-term Agreement is a modification of the Collective Agreement executed by the parties in the following format during the term of the Collective Agreement.

Mid-Term Agreement

Title: _____

Number: _____

Date: _____

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

(text)

MILTON HYDRO DISTRIBUTION INC.:

UNION:

ARTICLE 23: DURATION

This Collective Agreement shall come into effect as of January 1, 2013 and shall remain in effect until December 31, 2016 and thereafter from year to year unless either party gives notice in writing, not more than ninety (90) days nor less than sixty (60) days prior to the expiration date, of its desire to negotiate amendments to the Collective Agreement.

IN WITNESS THEREOF the parties have hereunto set their hands and seals this 17th day of April, 2013 A.D. at Milton, Ontario.

FOR THE CORPORATION:



**Frank Lasowski, P. Eng.
President/CEO
Milton Hydro Distribution Inc.**

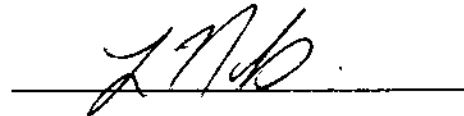


**Mary-Jo Corkum, CA
Vice President Finance
Milton Hydro Distribution Inc.**

FOR THE UNION:



Power Workers' Union



Union Steward

Union Steward



SCHEDULE A**CLASSIFICATION AND RATES OF PAY**

	<u>Step at the end of:</u>	<u>Jan. 1, 2013</u>	<u>Jan. 1, 2014</u>	<u>July 1, 2014</u>	<u>Jan. 1, 2015</u>	<u>July 1, 2015</u>	<u>Jan. 1, 2016</u>	<u>July 1, 2016</u>	<u>Wage Grade</u>
LEAD HAND		40.22	40.83	41.39	42.41	43.03	43.68	44.32	9
JOURNEYMAN LINEMAN	60 months	37.94	38.51	39.04	39.63	40.21	40.82	41.42	8
	48 months	35.06	35.59	36.08	36.63	37.17	37.73	38.28	
	36 months	32.29	32.78	33.23	33.73	34.23	34.75	35.26	
	24 months	30.39	30.85	31.27	31.74	32.21	32.70	33.18	
	18 months	26.10	26.50	26.87	27.28	27.68	28.10	28.51	
	12 months	24.32	24.69	25.03	25.41	25.79	26.18	26.56	
	6 months Start	22.62 20.91	22.96 21.23	23.28 21.52	23.63 21.85	23.98 22.17	24.34 22.51	24.70 22.84	
SENIOR TECHNOLOGIST		38.18	38.76	39.19	39.78	40.26	40.87	41.36	9
TECHNICIAN/ TECHNOLOGIST	36 months	36.37	36.92	37.33	37.90	38.36	38.94	39.41	8
	24 months	32.95	33.45	33.82	34.33	34.75	35.28	35.71	
	12 months	29.13	29.57	29.90	30.35	30.72	31.19	31.57	
	Start	25.15	25.53	25.82	26.21	26.53	26.93	27.26	
SENIOR CLERK ENGINEERING	48 months	28.34	28.77	29.09	29.53	29.89	30.34	30.71	6
	36 months	26.47	26.87	27.17	27.58	27.92	28.34	28.68	
	24 months	25.06	25.44	25.73	26.12	26.44	26.84	27.17	
	12 months	23.71	24.07	24.34	24.71	25.01	25.39	25.70	
	6 months	22.99	23.34	23.60	23.96	24.25	24.62	24.92	
	Start	22.29	22.63	22.88	23.23	23.51	23.87	24.16	
MATERIAL HANDLER	48 months	24.83	25.21	25.49	25.88	26.20	26.60	26.92	4
	36 months	23.17	23.52	23.78	24.14	24.43	24.80	25.10	
	24 months	21.98	22.31	22.56	22.90	23.18	23.53	23.82	
	12 months	20.71	21.03	21.27	21.59	21.85	22.18	22.45	
	6 months	20.13	20.44	20.67	20.98	21.24	21.56	21.82	
	Start	19.50	19.80	20.02	20.32	20.57	20.88	21.14	
LABOURER/ HANDYPERSON	36 months	21.61	21.94	22.19	22.53	22.80	23.15	23.43	2
	24 months	20.12	20.43	20.66	20.97	21.23	21.55	21.81	
	12 months	19.11	19.40	19.62	19.92	20.16	20.47	20.72	
	6 months	18.04	18.32	18.53	18.81	19.04	19.33	19.57	
	Start	17.50	17.77	17.97	18.24	18.46	18.74	18.97	

SCHEDULE B

CLASSIFICATION AND RATES OF PAY

	<u>Step at the end of</u>	<u>Jan. 1, 2013</u>	<u>Jan. 1, 2014</u>	<u>July 1, 2014</u>	<u>Jan. 1, 2015</u>	<u>July 1, 2015</u>	<u>Jan. 1, 2016</u>	<u>July 1, 2016</u>	<u>Wage Grade</u>
SENIOR CLERK	48 months	28.34	28.77	29.09	29.53	29.89	30.34	30.71	6
	36 months	26.47	26.87	27.17	27.58	27.92	28.34	28.68	
	24 months	25.06	25.44	25.73	26.12	26.44	26.84	27.17	
	12 months	23.71	24.07	24.34	24.71	25.01	25.39	25.70	
	6 months	22.99	23.34	23.60	23.96	24.25	24.62	24.92	
	Start	22.29	22.63	22.88	23.23	23.51	23.87	24.16	
GENERAL CLERK	48 months	24.83	25.21	25.49	25.88	26.20	26.60	26.92	4
	36 months	23.17	23.52	23.78	24.14	24.43	24.80	25.10	
	24 months	21.98	22.31	22.56	22.90	23.18	23.53	23.82	
	12 months	20.71	21.03	21.27	21.59	21.85	22.18	22.45	
	6 months	20.13	20.44	20.67	20.98	21.24	21.56	21.82	
	Start	19.50	19.80	20.02	20.32	20.57	20.88	21.14	
CASHIER RECEPTIONIST	48 months	24.22	24.59	24.86	25.24	25.55	25.94	26.26	3
	36 months	22.57	22.91	23.17	23.52	23.81	24.17	24.46	
	24 months	21.44	21.77	22.01	22.34	22.61	22.95	23.23	
	12 months	20.22	20.53	20.76	21.08	21.34	21.66	21.92	
	6 months	19.60	19.90	20.12	20.43	20.68	20.99	21.25	
	Start	19.07	19.36	19.58	19.88	20.12	20.43	20.68	

LETTER OF AGREEMENT

Between:

Milton Hydro Distribution Inc.

And

Power Workers' Union - CUPE Local 1000

Re: Alternate Hours of Work

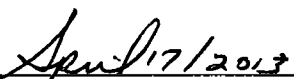
Where efficiencies in the operation can be achieved hours of work arrangements other than those outlined in Article 9 may be developed and implemented between the Corporation and the Principal Steward.



Power Workers' Union



Milton Hydro Distribution Inc.



Date



LETTER OF AGREEMENT

Between:

Milton Hydro Distribution Inc.

And


Power Workers' Union – CUPE Local 1000

The parties agree to the following language covering Rest Periods.


- (i) An employee will qualify for a rest period where the employee does not have an eight (8) hour consecutive period without work interruption between the end and start of the normal work day.
- (ii) An employee may be granted a rest period based on emergency overtime work performed between 2400 hours and 0800 hours (summer hours – 2300 hours and 0700 hours).
- (iii) The extent of the rest period, if any, will be determined by the supervisor and the employee and will not exceed eight (8) consecutive hours. Where the rest period is part of the normal work day, the employee will be paid at straight time rates.
- (iv) The Corporation agrees to call in a subject matter expert to advise the parties on the requirements under the legislation.


The above may be cancelled by either party with thirty (30) days notice.

For the Union



For the Corporation





Date



LETTER OF AGREEMENT

Between:

Milton Hydro Distribution Inc.

And

Power Workers' Union – CUPE Local 1000

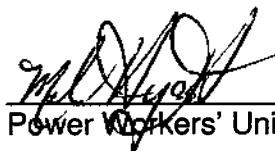
Re: Time off in lieu of overtime worked

All overtime hours worked will be paid at the appropriate premium rates as per the Collective Agreement. Time taken off will be mutually agreed by employee and immediate supervisor.

All time taken off in lieu of overtime hours worked will be taken off without pay.

The parties agree that management will investigate the possibility within the payroll system to determine if the time taken off will have any impact on the employees' pension and complies with appropriate legislation.


The Corporation will advise the PWU within thirty (30) days of ratification of the results of its investigation. If the Corporation determines an inability to meet the above requirements, then this Letter of Agreement becomes null and void.



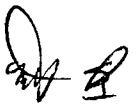
Power Workers' Union



Milton Hydro Distribution Inc.



Date



LETTER OF AGREEMENT

Between:

Milton Hydro Distribution Inc.

And


Power Workers' Union – CUPE Local 1000

Reduced Lunch Hours

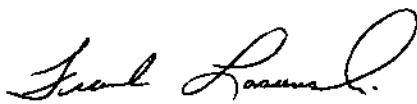
The parties agree on a trial basis to reduce the hours of lunch from one (1) hour to thirty (30) minutes for all Schedule B employees for the year 2013, excluding the months of June, July and August. Where a choice of hours is required, it will be based on employee seniority in regards to start and stop times.

The parties agree to review the trial period for further extension. Joint agreement must be obtained to extend the Reduced Lunch Hour LOA.


If issue(s) arise that cannot be resolved, either party may terminate the Reduced Lunch Hours LOA within thirty (30) days notice.



Power Workers' Union



Milton Hydro Distribution Inc.



Date

