

Brookfield

Collective Agreement

Between

**Lake Superior Power Inc.
Hereinafter referred to as "The Company"**

And

**Power Workers' Union (PWU)
CUPE Local 1000
Hereinafter referred to as "The Union"**

January 1, 2015

to

December 31, 2017

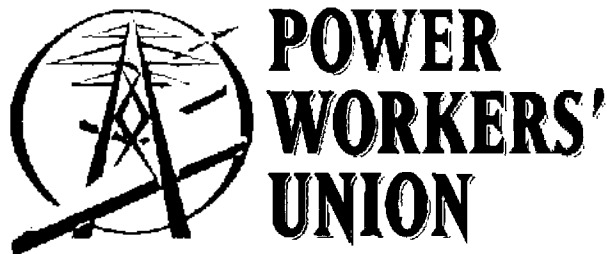


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Article 1 - PURPOSE

The Company and the Union, working together, are in the competitive business of supplying safe, environmentally sensitive, electrical and thermal energy to its customers. The Company and Union are committed to developing and maintaining accountable, knowledgeable and healthy employees, aligned with the business objectives, to achieve success. To these ends, it is in the best interests of the Company and the Union to direct their respective efforts towards the safe, efficient, economical operation of the Company's business.

This agreement recognizes and accepts the principles and spirit of teamwork, accountability, respect, integrity and loyalty. It is recognized that successful employer-employee relations must be mutually advantageous, fair, just and of the same spirit of cooperation and friendliness with which this agreement was reached.

Article 2 - UNION RECOGNITION

The Company recognizes the Power Workers' Union Cupe Local 1000 as the sole and exclusive bargaining agent for the bargaining unit at Lake Superior Power Inc. located in Sault Ste. Marie, Ontario as described in the OLRB file no. 3908-03-R certificate, as follows:

"All employees of Lake Superior Power Inc. in the city of Sault Ste. Marie, save and except the Operations and Maintenance Manager, Controller, Professional Engineer, Supervisors and persons above the rank of supervisor".

In addition, the Operations and Maintenance Superintendent and the Accountant / Labour Relations Clerk are excluded from the bargaining unit.

Although the Shift Engineer position is supervisory in nature, this position is included in the bargaining unit.

It is the company's intent to use regular staff to perform most work of an ongoing nature.

No agency or similar type of employee(s) will be utilized for greater than ten (10) working days without consultation with the Principal Steward.

Article 3 - MANAGEMENT RIGHTS

The Company has and shall retain the exclusive right and power to manage its business and direct its working force including, but without limiting the generality of the foregoing, the right to hire, suspend, discharge for just cause, promote, demote and discipline any employee, subject to the terms of this agreement.

Article 4 – UNION REPRESENTATIVES

The Union will designate Accredited Union Representatives to handle the administration of this Agreement. Such representatives will be free to visit the Company and to conduct normal Union business associated with the administration of this Agreement. The Union undertakes that these representatives will not unduly interfere with work at the Company.

The Union will designate and the Company shall recognize a Steward and alternate, who shall be from the bargaining unit. The Union reserves the right to remove any Steward or alternate. The Union will notify the Company of the names of such Steward and alternate.

The Steward and alternate shall be allowed reasonable and sufficient time with no loss of pay to see that the provisions of this Agreement are observed.

From time to time the Steward and alternate may be required to attend Union meetings or training courses not related to the Company directly. In these cases, the Company will, subject to business conditions, upon reasonable and sufficient notice from the Union, release the individuals and the Union will be responsible for wages and expenses.

The Steward and alternate will be responsible for their regularly assigned work on behalf of the Company.

Article 5 – UNION SECURITY

All employees, as per Article 2, shall be members of the Union and shall as a condition of employment, maintain such membership. In all cases, for employees in the Bargaining Unit as defined in Article 2, the Company shall be responsible for the signing of dues authorization and shall deduct from the bi-weekly wages of each employee, an amount equal to the weekly union dues times 52 divided by 26 in effect at the time and shall transmit the monies so deducted to the Financial Officer of the Union at the times designated by the Union including a list of employees for whom dues are being remitted.

Article 6 – SUCCESSOR RIGHTS

The provisions of this Agreement shall be binding upon any successor or merged company or companies or any successor in the control of the Company. In the event there is a merger with another company in which the employees of such other company are represented by another trade union, the representation rights and the status quo of the PWU shall be maintained until a final determination is made under the Labour Relations Act as to the proper representation of the combined group.

Article 7 - NO STRIKES AND LOCKOUTS

There shall be no lockout by the Company or strike by the Union as those terms are defined in the Labour Relations Act, 1995 as amended from time to time.

The Company agrees that hourly rated employees will not be required to cross picket lines except to perform duties required for the operation of the Company's system and the maintenance of machinery and equipment within the Company's system and under no circumstances will an individual employee or group of employees be required to use force or to put their safety at risk to cross a picket line.

Article 8 – NO DISCRIMINATION

There shall be no discrimination, interference, restraint or coercion by, or on behalf of the Company regarding any employee because of membership in the Union.

The Company and the Union further agree there shall be no discrimination against any employee for any reason prescribed by the Ontario Human Rights Code.

Allegations of violations of the Ontario Human Rights Code are subject to the grievance procedure Article 10.

Article 9 – MID TERM AGREEMENT

This Collective Agreement may be amended at any time with the agreement of the Company and the Union.

Article 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Disagreements relating to the interpretation, application, administration or alleged violations of this agreement shall be considered fit matter for grievance and shall be promptly dealt with in the following manner:

All grievances and replies to grievances must be set out in writing in all steps and shall be addressed through normal line management.

Step 1

The alleged grievance must be submitted in writing to the supervisor responsible for his/her area and department within fifteen (15) working days of the event which gave rise to the grievance or, in the case of a monetary item, within fifteen (15) working days of receipt of the employee's pay. Within five (5) working days of submitting the alleged grievance, the employee, assisted by a steward, shall take up the matter with the supervisor responsible for his/her area.

Failing settlement within five (5) working days of Step 1, the grievance may be processed within the next ten (10) working days to Step 2. Step 1 may be eliminated with reference to any grievance for discharge or suspension.

Step 2

Within ten (10) working days of notifying the Vice President of the Company or his/her alternate of invoking Step 2, the grievance committee of the Union shall meet with the Vice President or his/her alternate. The reply of the Company to the grievance at Step 2 will be made to the grievor and the Principle Steward or his/her alternate within ten (10) working days of the meeting. Failing settlement at Step 2, within thirty (30) calendar days from the date of the reply of the Vice President, or his/her alternate, the grievance may be processed to arbitration as defined in the current Labour Relations Act of Ontario.

10.2 Permission will be granted to stewards to deal with grievances arising in their own work areas. Time spent by the steward investigating and settling such grievances will be without loss of normal earnings. A steward will not absent himself from his/her normal work area without permission of the supervisor in charge.

10.3 The Company shall grant leave without loss of normal earnings to employees who are members of a grievance committee acting under Step 2 of the grievance procedure and to employees when attending a meeting called by the Company. When a steward who is working away from his/her normal work area attends a meeting called by the Company or attends a meeting under this procedure, the Company will provide transportation, if available, or will pay mileage in order for the said steward to attend such meetings.

10.4 Grievances affecting more than one employee, or any grievance brought forward by the Company, or where differences arise between the Company and the Union concerning the interpretation or general application of this agreement which may be considered as policy matters, shall be submitted in writing by either party within seven (7) working days of the alleged occurrence and shall be dealt with in the manner provided in the grievance procedure commencing at Step 2. It is the intention of the parties that the filing of policy grievances by an employee or employees shall not be used to bypass the regular grievance procedure.

10.5 Local Union officers, stewards, and committee members who are employees of the Company, shall have the right to originate a grievance for an employee on behalf of employees concerned, in the manner prescribed in the grievance procedure. The grievors involved shall be listed on the grievance form.

10.6 Parties agree that all grievances shall be submitted to single panel arbitration. The arbitrator shall be selected from a pool of arbitrators that are mutually agreed to by the parties. It is agreed by the parties that the arbitrator shall not have the power to alter or to change any of the provisions of this agreement, or to substitute any new provisions for any existing provisions or to provide a decision which is inconsistent with the terms of this agreement, providing that they are not in conflict with any legislation affecting the parties.

10.7 The Union shall have the right at any time to have the assistance of representatives of the Power Workers' Union - CUPE Local 1000 when dealing or negotiating with the Company.

Article 11 - SENIORITY AND SERVICE CREDIT

Accumulation of seniority shall begin on the date of commencement of employment as a Probationary or Regular Employee in the Bargaining Unit as defined .The parties recognize that accumulation of seniority for existing employees begins with the date of hire with the Company.

Seniority shall cease if the employee quits, retires, or is discharged and not reinstated.

Where employees are hired on the same day the employee with the last name in alphabetical order starting with the letter "A" is deemed to be the more senior employee.

Article 12 - SELECTION TO VACANCIES

12.1 In making reductions, additions, or replacements to the work force, or in making promotions or demotions, seniority, ability and proficiency will be the governing factors, but where ability and proficiency are relatively equal, seniority with the Company from the last date of hire will govern. All such vacancies or additions shall be posted on the bulletin boards within ten (10) working days of becoming vacant for at least seven (7) calendar days, with such vacancies being posted in all areas on the same day. No applications for the positions posted will be accepted after the seventh day of posting.

An employee may decline promotion at any time without affecting his/her seniority or promotional rights.

12.1.1 Subject to all the provisions of this article, any employee who will be absent for more than seven (7) calendar days on an approved leave of absence of thirty (30) days or less may lodge in writing with his/her immediate management supervisor a request to be considered for specified vacancies that arise during his/her period of absence. This request will constitute sufficient reason for him/her to be considered as any other applicant.

12.1.2 The names of the successful applicants shall be posted on the bulletin board for at least five (5) calendar days within ten (10) working days following the last day of posting on the bulletin board.

12.2 An employee established in the bargaining unit who is promoted or transferred outside the bargaining unit for a period of more than one (1) year, but remains in the employ of the Company, may be reassigned to the bargaining unit, and shall retain overall seniority for vacation, pension, and benefit purposes but shall be deemed to be a new employee on the Union seniority list.

12.3 An employee established in the bargaining unit who is promoted or transferred outside the bargaining unit for a period of less than one (1) year, but remains in the employ of the Company, may be reassigned to the bargaining unit and shall retain his/her seniority from the date of his/her employment.

12.4 The Company shall notify the Union of all persons so promoted or transferred.

12.5 Where an applicant does not receive a position applied for, he/she shall, upon request to his/her supervisor, be counseled as to what steps should be taken to be more likely to succeed in future applications.

12.6 Prior to a vacancy being formally posted, any opening within a job classification will be offered and selected on a senior choice basis within the classification. If this option is exercised, the resulting vacancy will be posted as per the remainder of this article.

Article 13 - EMPLOYEE CATEGORIES

Regular Employees

- Regular employees are those employees who have successfully completed their probationary period.

Probationary Employees

- Both parties agree that the business requires highly motivated and skilled employees working as part of a team. To that end, new employees shall be required to serve a probationary period of 6 months. A probationary employee is always hired with the intention of making him/her a regular employee at the satisfactory conclusion of the 6 month probationary period. During that period, the Company will assess whether an employee is suitable to be retained.

Temporary Employees

- Temporary employees may be hired for periods up to 9 months to perform work which would normally be performed by the regular employees. After 9 months, the temporary employee will be given regular status and the position posted. At the request of the Company, the Union may grant extension to the temporary work period beyond 9 months.

Students

- A student is an employee hired for a specific period of time who will be attending University or College following their term of employment

Article 14 – VACATION

Paid vacation is earned from the employee's anniversary date of hire.

An employee may carry over, up to 48 hours of vacation to be taken in the following year.

Vacations may be taken at any time during the calendar year by mutual agreement between the employee and the Company and will not be unreasonably denied, provided, however, that the scheduling is arranged to suit the work schedules of the Company.

All vacation must be booked prior to publication of the annual work schedule.

Employees shall elect their vacation periods in order of seniority within the employee's classification in 1 week periods to a maximum of 2 weeks, starting with the senior employee and ending with the junior employee, then repeating until all vacation has been selected. In any given week, not more than one (1) employee per position may be scheduled for vacation. Where it is mutually agreed additional employees may also be granted vacation.

Vacation entitlement is as follows:

1. During the first year of employment, each employee accrues 8 hours of vacation per month, providing 96 hours of vacation the first year.
2. Beginning the second year of employment and continuing through the end of the fourth year of employment, each employee accrues an average of 10 hours of vacation per month for a total of 120 hours of vacation per year.

3. Beginning the fifth year of employment and continuing through the end of the tenth year, each employee accrues an average of 13.33 hours of vacation per month for a total of 160 hours of vacation per year.
4. Beginning the eleventh year and continuing through the end of the nineteenth year, each employee accrues an average of 16.66 hours of vacation per month for a total of 200 hours of vacation per year.
5. Beginning the twentieth year and continuing throughout the employee's career, each employee accrues an average of 20 hours of vacation per month, for a total of 240 hours of vacation per year.

Article 15 – STATUTORY HOLIDAYS

The Company recognizes and pays for the following Statutory Holidays for each employee. For pay purposes the employee shall be paid 8 hours for each Statutory Holiday.

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Eve Day, Christmas Day, Boxing Day.

For those scheduled to work on a Statutory Holiday all hours will be paid at double time.

Article 16 – HOURS OF WORK, SHIFT SCHEDULES AND SHIFT CHANGE NOTICE, OVERTIME, PREMIUMS AND SHIFT DIFFERENTIAL

16.1 Hours of Work

The Company and the Union agree that flexibility in work schedules benefits both the employee and the Company.

Employees may be assigned to either work a continuous shift schedule or a work week consisting of 5 x 8 hour day shifts Monday to Friday (40) hours as required.

When assigned to 8 hour workdays, regular work hours will be 8:00 am to 4.30 pm. Alternate work hours may be agreed to between the Principal Steward and the appropriate management contact.

No employee shall be required to work alone at the plant while the plant is generating power for sale.

16.2 Shift Schedules and Shift Change Notice

Requests to change any employee's regular work schedule (from shift crew to shift crew, between 8 and 12 hours) will be discussed with the affected employee(s) at least 5 calendar days in advance.

The first shift of the altered work schedule will be paid at overtime rates if there was insufficient notice.

Shift schedules shall be established annually with the approval of 70% of the affected employees. However, if in the Company's opinion the cost or efficiency of the plant's operation or the health or safety of the shift workers could be detrimentally affected by the chosen schedule, then the Company will provide the Union with reasons or medical opinions why the desired schedule cannot be implemented.

In the event of modifications to shift schedules by Management due to Company decisions such as gas sales, long-term shut-down, etc., seniority will be used to fill required positions.

16.3 Shift Handover

Employees who regularly work a continuous shift schedule will receive an additional 12 hours pay, payable on the last pay period of the year.

16.4 Overtime

All overtime will be paid at double the regular base rate of pay. This applies to all hours outside an employee's regular scheduled hours of work.

Employees called at home to be consulted on non-administrative work related issues shall be paid a minimum of one (1) hour at premium rate of pay.

16.5 Premiums and Shift Differential

Employees, with the exception of the Relief Shift and Assistant Shift Engineer, on a regular continuous shift schedule will be paid time and one quarter for all hours worked on Saturday and Sunday. The Relief Shift and Assistant Shift Engineer will receive an additional 5.46% of base pay paid each pay period in lieu of the time and one quarter weekend premium.

Employees on a regular continuous shift schedule will be paid a shift differential of 5% which will be added to their base rate.

Article 17 - LUNCH AND REST BREAKS

A thirty (30) minute unpaid lunch break shall be provided after every four (4) hours of work and a fifteen (15) minute paid rest period at the midpoint of the first half and second half of each scheduled work day.

Shift workers shall be provided a thirty (30) minute paid lunch period after every four hours of work and a fifteen (15) minute paid rest period at the midpoint of each four hour segment of the shift.

When an employee works more than two hours beyond their normal daily scheduled hours they shall be provided with a meal.

When an employee is required to work on a scheduled day off where they have received less than 24 hours notice they shall be entitled to be provided with meals at the regular lunch periods.

If an overtime meal cannot be reasonably provided or the employee chooses, he or she may receive \$20.00 (twenty) dollars in lieu of the meal.

Article 18 – CALLOUT

An employee, responding to a callout, will be paid the appropriate premium rate for all time worked. Employees will receive a minimum of 3 hours at the appropriate premium rate of pay when called out.

When an employee responds to a callout while on approved vacation, he or she will receive double time for any hours worked and in addition, he or she will have their vacation credit restored for any hours of their vacation that were worked.

Article 19 – REDUCTION OF STAFF

Notice Period

The Company will notify the Union at least sixty (60) days prior to the effective date of layoff of designated employees.

The Company will give the employees who are to be laid off as much advance notice as possible and in no case less than six (6) weeks.

The Company agrees that during the term of the current agreement with Power Workers' Union CUPE Local 1000 no regular employee of the Company shall be **temporarily** laid off.

Severance Pay

An employee qualifies for severance pay when his or her employment is severed and has successfully completed the probationary period.

An employee is not entitled to severance pay if he or she:

- Has refused an offer of "reasonable alternative employment" with the company
- Is severed and retires on a full pension (not including Canada Pension Plan Benefits)
- Has his or her employment severed because of a strike
- Is discharged for just cause

Amount of severance pay

An employee is entitled to receive severance pay in the amount of 2(two) weeks' earnings per year of service to a maximum of 52 weeks.

Article 20 – PENSION AND LIFE INSURANCE, EXTENDED HEALTH BENEFITS

20.1 Pension and Life Insurance

The present Pension and Insurance Plan of the Company forms part of this Collective Agreement. The pension and life insurance plans are generally described in the brochures "Retirement plan summary For the Employees of LAKE SUPERIOR POWER INC., Employee retirement plan of LAKE SUPERIOR POWER INC and SELECTPAC LAKE SUPERIOR POWER INC.". Changes to the plans affecting employees within the jurisdiction of the Union shall be subject to the following:

1. Changes other than legislative changes shall be made only upon mutual consent.
2. The Company shall not request legislation or Order-in-Council approval for proposed regulations or make rules which would change employee benefits unless upon mutual consent.
3. In the event of the enactment of any general* pension legislation applicable to the employees of the Company, amongst others, the Company may, after notification to the Union, effect amendment of the Plan provided that the combination of benefits resulting from the Plan as so amended and such legislation will not be less in the aggregate than the benefits now provided.

*As opposed to legislation initiated by the Company as in paragraph 2.

Pension and insurance items will be submitted at the time that regular amendments to the Collective Agreement are submitted and will be negotiated at the time of regular bargaining.

The Company will contribute 7% of the employee's gross salary, up to the maximum covered earnings, to the Pension Fund.

Normal Retirement Age – 60 years.

The company will pay the Pension Administration fee on behalf of the employees, as outlined in the Sun Life agreement.

20.2 - Extended Health Benefits

1. Regular Employees, Probationary Employees, and Regular Employees Receiving Workplace Safety and Insurance Board Payments

The Company agrees to pay 100% of the premium for the Extended Health Benefit/Group Dental Plan, and Life Insurance of the existing Great Lakes Power Limited Plan.

Changes made to the Plan and negotiated by the Power Workers' Union and Great Lakes Power Limited Plan, will apply to eligible employees at Lake Superior Power.

Should the staff level reach a minimum of ten (10) unionized employees, both parties will be open to discuss the feasibility of implementing a separate benefit plan.

2. Retirees

Subject to the eligibility criteria set out in paragraphs (a) and (b) below, bargaining unit members who retire in accordance with the provisions of the collective agreement will be eligible to participate in a Group Benefit Plan for Retirees to be created for retirees of Lake Superior Power Inc., based on the same terms and conditions specified in the Great Lakes Power Limited Retired Employees Group Benefit Plan, January 1, 2004: Group Policy No. 321032A, and any subsequent changes made after January 1, 2004, including:

- Life insurance \$3,000 (basic only);
- Pay-direct drug insurance;
- Health insurance including Out-of-Country coverage.

Further, bargaining unit members will be eligible for reimbursement directly from the Company, as follows:

- Basic dental services;
- One set of dentures per lifetime;
- Vision Care expenses up to a maximum of \$400 for two consecutive calendar years.

- (a) Eligibility criteria for the retiree benefits set out above for the existing 11 bargaining unit employees employed as of December 10, 2009 is as follows:

Any member who on the date of retirement is represented by the Union and who has a minimum age of 55 years and a minimum of 15 years of continuous service.

- (b) Eligibility criteria for the retiree benefits set out above for any bargaining unit members hired on or after December 10, 2009 is as follows:

Any member who on the date of retirement is represented by the Union and who has a minimum age of 55 years and a factor 85 of age plus years of continuous service.

Article 21– BANKED TIME

The following Banked Time in Lieu Of Overtime agreement shall apply to all Union represented employees as follows:

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

If no request is made prior to the overtime being worked, payment at the appropriate overtime rates will be automatic and paid, Article 16 will continue to apply.

The accrued lieu time will be taken at a time which is mutually agreeable to both parties. Banked time can not be taken when overtime is required to cover the shift that the individual is requesting off.

The employee can bank up to 48 hours, and can only renew the 48 hours or a portion thereof after it has been scheduled off or paid out. If the employee cancels scheduled banked time it will be paid out and cannot be put back in the bank.

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

Article 22 – Salary, Relief, Acting, Contract monitoring/Supervision/Lead Hand

Increase		Probationary	Step 0	Step 1	Step 2	Step 3	Step 4
1.75%	2015						
	Shift Eng.	42.14	46.83	47.88	48.92	49.97	51.02
	Asst. Shift Eng.	35.24	39.15	40.29	41.45	42.59	
	Admin. Assist.	25.71	27.23	28.73	30.27		
	Summer Student	17.16					
2.00%	2016						
	Shift Eng.	42.98	47.77	48.84	49.90	50.97	52.04
	Asst. Shift Eng.	35.94	39.93	41.10	42.28	43.44	
	Admin. Assist.	26.22	27.77	29.30	30.88		
	Summer Student	17.50					
2.00%	2017						
	Shift Eng.	43.84	48.73	49.82	50.90	51.99	53.08
	Asst. Shift Eng.	36.66	40.73	41.92	43.13	44.31	
	Admin. Assist.	26.74	28.33	29.89	31.50		
	Summer Student	17.85					

Notes:

Regular employees will progress to the next step on a yearly basis effective on the employee's anniversary date.

Probationary employees will progress to Step 0 after six months upon satisfactory performance.

The probationary rates are only used for new hires.

An Assistant Shift Engineer who is a successful applicant to a Shift Engineer vacancy shall be placed at Step 0 of the Shift Engineer position and shall progress on the wage schedule on a yearly basis from the date of their promotion. Time spent while relieving for a Shift Engineer will be counted towards the first two progression steps.

Effective January 1, 2005 shift engineers and assistant shift engineers received a 5% shift differential to their current rate.

ESCALATOR CLAUSE

In the second year of the Collective Agreement, namely January 1, 2016, to December 31, 2016, the following formula shall apply:

- a) An increase of more than 2.0% in the Ontario All Items Index (2002 = 100) published by statistics Canada in December 2016 over the index for December 2015 will activate the escalator clause.
- b) December 31, 2016, base rates will be increased by an amount equivalent to the amount which the increase to the index exceeds 2.0% in the 12 month period specified in (a) above.

In the third year of the Collective Agreement, namely January 1, 2017, to December 31, 2017, the following formula shall apply:

- a) An increase of more than 2.0% in the Ontario All Items Index (2002 = 100) published by statistics Canada in December 2017 over the index for December 2016 will activate the escalator clause.
- b) December 31, 2017, base rates will be increased by an amount equivalent to the amount which the increase to the index exceeds 2.0% in the 12 month period specified in (a) above.

Article 22.1 RELIEF

An Assistant Shift Engineer who has attained a 2nd Class Operating Engineer Certificate will normally be deemed to be qualified to relieve in the Shift Engineer position after 3-1/2 years in the Assistant Shift Engineer position or earlier upon approval of the Chief Operating Engineer. Employees in the Assistant Shift Engineer position are not obligated to relieve in the Shift Engineer position if they remain at Step 2 of the pay schedule. When An Assistant Shift Engineer relieves in the Shift Engineer position they shall be paid at the Step 0 of the Shift Engineer position.

Article 22.2 ACTING

An employee who is formally asked to perform the role of Acting Chief Operating Engineer shall receive 20% above their normal rate.

Article 22.3 CONTRACT MONITORING/SUPERVISION/LEAD HAND

When an employee is formally asked in writing to monitor contractors or to provide supervision/lead hand for 3 or more employees they shall be paid a premium equal to 15% of their normal rate.

Article 22.4 PAY PROCEDURE

Employees will be paid by direct deposit to the financial institution of their choice. Pay will be deposited bi-weekly.

Article 23 – CLOTHING AND SAFETY EQUIPMENT

An employee shall be reimbursed for the purchase of appropriate safety footwear annually to a maximum of \$300.00. In the event that an employee's footwear is damaged or suffers excessive wear to the extent they require replacement during the course of the year the employee will be reimbursed up to a further \$300.00.

Clean coveralls or shirts and pants shall be supplied to all employees by the Company.

The Company agrees to supply appropriate outdoor clothing for employees who are required to work outdoors.

The Company shall supply all required personal protective equipment to employees

The Company will provide approved safety glasses for employees who require prescription lenses.

Article 24 SICK PAY, SHORT TERM DISABILITY, LONG TERM DISABILITY

Article 24.1

All employees are eligible for all benefits from the first day of work.

Article 24.2 SICK PAY

Sick pay is 100% of the employees base pay for the first 84 regularly scheduled hours during a disabling illness or injury. For each unrelated requirement for sick leave the first 84 hours of each absence shall be paid 100% by the Company. Normally employees will be expected to arrange medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours and the employee can be released from his/her duties, the time shall be paid at 100% by the Company.

Article 24.3 SHORT TERM DISABILITY

Upon proof of continued disability, short-term disability then continues at a rate of 80% of the employee's base salary for the balance of the next 120 consecutive days. The rate then reduces to 70% for the following 60 consecutive days. In all cases it excludes any insured person:

- Whose illness or injury is covered by WSIB, or other Canada plans.
- While on a paid vacation or during a leave of absence.
- Who is ill or injured during a strike or lockout, however benefits are reinstated at the end of a strike or lockout.
- Whose illness or injury results from serving in the armed forces.
- Whose illness or injury results from riots, wars or participation in disorderly conduct.
- Whose illness or injury results from committing a criminal offence.
- Who is not under continuous treatment of a physician when the illness or injury results from use of drugs or alcohol.
- Who has plastic surgery solely for cosmetic purposes.
- Who is not returning to work by virtue of retirement or resignation
- Who is engaged in employment for wage or profit.
- Who is serving in a prison sentence.

There are no limitations which would exclude an employee from or reduce payment of benefits, and full benefits become available any time after an employee returns to work following a new or recurring disability. Benefits will cease, however, on the date of a lay off or separation if the disability started within sixty days prior to the lay off date and notice of lay off or separation was given prior to the beginning of the disability. In all other situations relating to a

lay off or separation, benefits will be paid for the lesser of the duration of the disability or 680 regularly scheduled hours.

When the Company requests medical forms from an employee the Company will compensate the employee for the costs associated with completing these forms. Employees will be required to submit all forms required by Management through their personal physician to the Company's medical professional.

Article 24.4 LONG TERM DISABILITY

Coverage for Long-term disability is as offered through SunLife insurance under contract number 56350. The long-term disability coverage begin after an elimination period of 180 days

The Long Term Disability premium is payable by the employer.

When the Company requests medical forms from an employee the Company will compensate the employee for the costs associated with completing these forms.

Employees will be required to submit all forms required by Management through their personal physician to the Company's medical professional.

After twenty-four (24) months on the Long Term Disability, if the employee is unable to return to work in the foreseeable future, he/she will lose seniority and will be removed from the payroll.

Article 25- LEAVE OF ABSENCE

25.1 With Pay

Occasionally, an employee will be in a situation where there is no reasonable alternative to being absent from work for personal reasons. Sometimes the employee will, at the same time, be committed to considerable additional expense. Provision is made so that the Company may ameliorate the hardship to the employee which may result.

25.2 General

When in the Company's judgment the circumstances warrant such action, a limited leave of absence with pay will normally be granted.

This leave is based upon reasons of personal emergency, such as severe illness in the immediate family which would necessitate remaining home until adequate arrangements could be made for outside help, or being in close attendance at a hospital. Also, in cases where an employee is faced with the effects of a severe storm, fire or flood.

25.3 Bereavement Leave

A regular employee will be released from duty for a period up to five (5) calendar days without reducing base earnings in the event of the death of a member of the immediate family including parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, spouse, son, son-in-law, daughter, daughter-in-law, grand-parents, grandparents-in-law and grandchildren, step-mother, step-father, step-brother, step-sister, step-son, step-daughter, aunt, uncle.

25.4 Jury Duty/Witness Duty

Base earnings will be maintained when an employee is called for jury duty or is subpoenaed to appear in court as a witness.

25.5 Service with Reserve Components of the Canadian Armed Forces

An employee who serves with the Reserve Component of the Canadian Armed Forces will be granted a leave of absence in order to attend annual training or a forced call out.

For the period of time an employee attends annual training, the employee will be paid the difference between the gross amount received from the Department of National Defence and 80% of his/her base earnings for the full period of absence. The employee will be required to furnish his/her supervisor with a statement from the commanding officer or Finance Department of the reserve unit, showing the amount received from the Department of National Defence.

Article 26– JOINT COMMITTEES

26.1 Joint Pension Committee

1. Scope: To review the administration and the financial status of the Pension Plan covering all plan members and to recommend changes as set out below:
2. Personnel: The "Joint Pension Committee" shall meet at least once a year or as requested by either party and shall consist of the following members:
 - 2 Union members, one being the Vice-President of the Union (no costs associated with the Vice-President's attendance will be payable by the Company)
 - 2 Company representatives

Each party will have the right to have a reasonable number of resource personnel attend the meeting.

The chair will rotate between the Company and Union.

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

3. **Function:** In an advisory capacity with access to the necessary information:

Pensions

- (a) Make recommendations with respect to the Administration of the Pension Plan as established under the associated regulations and rules, and other applicable legislation.
- (b) Make recommendations respecting the administration of the Pension Plan.
- (c) Promote awareness and understanding of the Pension Plan on the part of Plan members.
- (d) The parties agree to endeavor to reduce the management fees identified by Great West Life.

26.2 Joint Health and Safety Oversight Committee

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

1. **Goal**

To participate in the formation of Lake Superior Power (herein after referred to as "the company") health and safety strategy and policy plans by providing information and opinion from the Union to the Company's executive on employee health and safety.

2. **Personnel**

- (a) Two representatives of the Company.
- (b) Two representatives of the Union, appointed by the Union (no costs associated with the Vice President's attendance will be payable by the Company).
- (c) The chair will rotate between the Company and the Union.

3. Function

- (a) Identify and resolve problems and issues related to health and safety.
- (b) Review proposed health and safety initiatives and advise on effectiveness and implementation plans.
- (c) Evaluate existing and proposed policies, procedures and work practices and advise the Company on recommended changes. This function applies particularly to safety rules and work protection code.
- (d) Each employee has the authority to stop unsafe work and a responsibility to make every effort to make the work safe.
- (e) The committee will meet quarterly or as mutually agreed.

Article 27 – CERTIFICATE RENEWALS

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

Article 28 – TERM OF AGREEMENT

This agreement is in effect from January 1, 2015 and remains in effect until December 31, 2017.

In the event that either party desires to amend the Agreement but not to terminate the same, either party, by notice in writing not more than 90 days and not less than 30 days before the anniversary date, service notice of the proposed amendments and both parties shall commence to negotiate in good faith with a view to arriving at an agreement on the proposed amendments and all provisions of the Agreement, other than those proposed to be amended, shall continue in full force and effect.

Article 29 – JOINT HEALTH AND SAFETY COMMITTEE

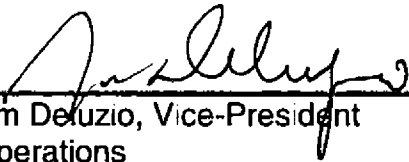
The parties agree to establish and maintain a joint Health and Safety Committee. The committee shall consist of at least two (2) PWU representatives, selected by the PWU. The Company will provide certification training for the members.

Article 30 – LETTERS OF REPRIMAND/EXPECTATIONS

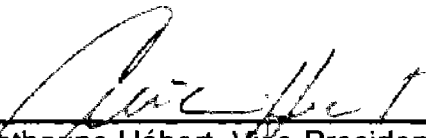
After a letter of reprimand has been on an employee's file for a period of one (1) year, and there have been no further occurrences, then the letter of reprimand will be removed from all files.

Signed on behalf of

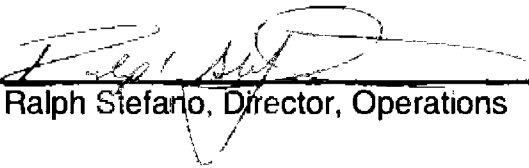
LAKE SUPERIOR POWER



Jim Deluzio, Vice-President
Operations




Catherine Hébert, Vice-President
Human Resources



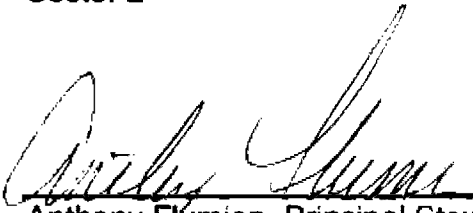
Ralph Stefano, Director, Operations

Signed on behalf of

THE POWER' WORKERS UNION
CUPE Local 1000



Brad Carnduff, Vice-President
Sector 2



Anthony Flumian, Principal Steward

Dated this 4 Day of

MAY, 2015