

COLLECTIVE AGREEMENT

between

WESTARIO POWER INC.

(Hereafter called the "Corporation")

&

POWER WORKERS UNION – CUPE Local 1000

(Hereinafter referred to as the "Union")

FROM MAY 1, 2019 TO APRIL 30, 2022

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ARTICLE 1 PURPOSE

- 1.01** The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its employees, and to provide an orderly and amicable method of settling any differences or grievances which might possibly arise, and to negotiate, as required, wages, hours and working conditions for employees.
- 1.02** Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

ARTICLE 2 UNION RECOGNITION

The Employer recognizes the Power Workers' Union - CUPE Local 1000 as the sole and exclusive bargaining agent for all employees of Westario Power Inc. in and out of the Town of Hanover, Township of West Grey, Municipality of Brockton, Municipality of Kincardine, Municipality of South Bruce, Town of Saugeen Shores, Township of Huron-Kinloss, Township of North Huron and the Town of Minto, save and except Line Supervisors and person above the rank of Line Supervisor, the Executive Assistant to the CEO, and students employed during the school vacation period, and students employed on a co-operative program from a school, college or university provided that there is compliance with Article 16:01. Students will not be used to displace employees.

ARTICLE 3 CORPORATE RIGHTS

- 3.01** The Union recognizes and acknowledges that it is the function of the Corporation to manage the operation and direction of the working forces of the Corporation and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Corporation to:
- (1) Maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by employees.
 - (2) Hire, retire, classify, direct, demote, lay off, discipline or discharge employees.
 - (3) Manage the services and operations in which the Corporation is engaged and without restricting the generality of the foregoing, to determine the number and locations of establishments, to determine the work to be performed, and the scheduling of such work and the methods and work procedures to be followed.
- 3.02** The Corporation agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of a regular employee to lodge a grievance as set forth herein.

ARTICLE 4 RELATIONSHIP

- 4.01** The parties endorse the principles contained in the following acts and their appropriate application in this agreement: The Labour Relations Act, The Occupational Health and Safety Act, The Human Rights Code of Ontario, The Workplace Safety and Insurance Act.

Additionally and specifically, no discrimination, intimidation, harassment or coercion will be practiced or permitted by either the Corporation or the Union, or any of their officers or representatives, against any employee, as defined in The Human Rights Code of Ontario

- 4.02** The Union will not, nor will any employee, engage in Union activities during working hours or hold meetings at any time on the Corporation's premises without the permission of the C.E.O. or designate.
- 4.03** Normally, all meetings with the Corporation shall be conducted during regular working hours.
- 4.04** When requested by the Union, a PWU Official may attend meetings with the Corporation.

ARTICLE 5 UNION DUES

- 5.01** The Corporation shall submit bargaining unit members' dues to the Union on a monthly basis. The Corporation will also supply a current list of all bargaining unit members including their employee number, start date and job classification/occupation code as well as home contact information (address, phone number and email address) on a monthly basis electronically.
- 5.02** The Corporation agrees to deduct an amount equivalent to the regular monthly union dues as certified in writing by the Union from the pay in each month of an employee who authorizes such a deduction in writing. An employee shall, within thirty (30) days, sign a written authorization for the deduction of an amount equivalent to the regular monthly union dues as certified in writing by the Union. The amount so deducted shall be remitted to the Treasurer of the Local, accompanied by a list of names of those from whom deductions were made.
- 5.03** In consideration and forwarding services by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of, or resulting from, such collection and forwarding service.

ARTICLE 6 NO STRIKE OR LOCKOUT

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

ARTICLE 7 SENIORITY

- 7.01** Seniority shall be defined as the length of continuous service a regular employee has established with the Corporation from the most recent date the employee entered the employ of the Corporation as a probationary employee.
- 7.02** An employee shall be considered probationary for up to six consecutive months worked. A probationary employee shall be entitled to all benefits and privileges of this agreement, including access to the grievance procedure, only after three (3) months except with respect to discharge. The employment of such employees may be terminated with just cause at any time during the probationary period without recourse to the grievance procedure.
- 7.03** Regular employees are persons who have satisfactorily served a probation period and are currently in the employ of the Corporation.
- 7.04** The Corporation shall maintain a seniority list showing the date upon which each employee's service commenced. Up-to-date seniority lists and up-to-date classification lists shall be sent to the Union and posted on all Bulletin Boards in January of each year.
- 7.05** An employee shall lose seniority rights and have his name removed from employment records if he:
- (1) retires;
 - (2) resigns;
 - (3) is discharged and not reinstated;
 - (4) is absent from work for five (5) working days without notification to the Corporation, unless a satisfactory explanation is provided for this absence;
 - (5) is laid off for a period in excess of twelve (12) consecutive months;
 - (6) fails to report for work within five (5) working days following recall after a lay-off; or
 - (7) is absent from work for any reason for a period greater than two (2) years.
- 7.06** Vacation and sick leave allowances will be prorated for any leave of absence exceeding two (2) consecutive months.
- 7.07** Employees who are promoted outside of the bargaining unit shall retain their seniority for a period not to exceed six (6) months.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 The purpose of this Article is to establish a procedure for the orderly settlement of grievances. A grievance shall be defined as any dispute or difference arising out of the alleged violation, application, administration or interpretation of the provisions of this Agreement. The Corporation and the Union agree that it is the spirit and intent of this agreement to adjust employee or employer grievances promptly.

The parties acknowledge that in the interest of promoting good working relationships the above mentioned grievances should be dealt with and settled at the earliest possible stage. Generally the aggrieved employee who may be assisted by a steward will seek to resolve the issue with their Supervisor prior to filing a grievance.

Disciplinary Matters

Where the subject matter of an Employer employee interview may result in discipline being issued to that employee, the employee shall have the right to have a union steward present at the interview if he or she so chooses.

Should the Corporation choose to impose discipline, the Employee has ten (10) days to file a grievance commencing at Step 2.

Nothing in the disciplinary interview process is intended to interfere with the Corporation's right to investigate matters.

8.02 Preliminary Discussion

An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss the complaint with the employee's immediate supervisor. Such employee shall be accompanied by the employee's Steward. Such a complaint shall be brought to the attention of the immediate supervisor within five (5) working days of the incident giving rise to the complaint, except in the case of a complaint involving computation of pay, in which case the complaint may be filed five (5) working days after the receipt of pay. The immediate supervisor shall render the decision verbally within five (5) working days of receiving the complaint. The immediate supervisor shall mean the immediate supervisor outside the bargaining unit.

8.03 Formal Grievance Procedure

Step 1

Failing a satisfactory response at the preliminary discussion stage the Principal Steward or his/her delegate and the employee, may refer such matter on a written grievance form within five (5) working days of the response to the manager and supervisor if applicable. Failing settlement at this stage within five (5) working days, the Principal Steward or his/her delegate may proceed to Step 2.

Step 2

The Principal Steward or his/her delegate may take the matter up with the C.E.O. or designate. Failing settlement at this stage within ten (10) calendar days, the matter may then be referred to arbitration as outlined in Article 9.

8.04 Discharge or Suspension Grievances shall be filed at Step 2.

8.05 Time constraints may be extended at the mutual agreement of the parties.

8.06 Notwithstanding the above, the parties may reach settlement of a grievance through the services of a mediator or other mutually agreeable third party facilitator. Failing settlement at this stage either party may proceed to arbitration. The parties shall share equally the expenses of the mediator.

8.07 Where permission has been granted by the C.E.O. or designate to a representative of the union to leave their normal work duties temporarily in order to investigate or process a grievance (excluding arbitration) they shall suffer no loss of pay for time so spent during their normal work day

8.08 Policy Grievance

A grievance arising directly between the parties involving the interpretation, application, administration or alleged violation of this Agreement may be submitted in writing by either party within ten (10) 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 herein provided.

It is expressly understood that the provisions of clause 8:08 may not be used to institute a grievance directly affecting an employee who could himself institute same, beginning at Step 1 of the grievance procedure.

ARTICLE 9 ARBITRATION

- 9.01** It is agreed that all differences of opinion relating to the interpretation, application, or administration of this Agreement, which cannot be settled after exhausting the grievance procedure, may be settled by arbitration as defined in the appropriate section of the Ontario Labour Relations Act.
- 9.02** 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.
- 9.03** The parties 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.
- 9.04** Either party may request the services of a sole Arbitrator and if the parties agree, the case shall be heard by the sole Arbitrator, however, all other conditions as set forth in this article will prevail.

ARTICLE 10 HOURS OF WORK AND OVERTIME

10.01 *Schedule A – Outside Employees (Excluding Lines Personnel)*

The normal work week shall consist of five (5) eight (8) hour shifts, i.e.; forty (40) hours per week, with the normal work day being between 0730 hours and 1600 hours, with one half hour (1/2) unpaid lunch Monday to Friday. 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. Variations to the above hours of work and lunch are by mutual agreement of the parties.

10.02 *Schedule A – Lines Personnel*

The normal work week shall consist of five (5) eight (8) hour shifts, i.e.; forty (40) hours per week, with the normal work day being between 0730 hours and 1530 hours, with one twenty (20) minute paid lunch to be taken at the job site Monday to Friday. 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. Variations to the above hours of work and lunch are by mutual agreement of the parties.

10.03 *Schedule A – Office Employees*

The normal work week shall consist of five (5) seven (7) hour shifts, i.e.; thirty-five (35) hours per week, with the normal work day being between 0830 hours and 1630 hours, with one half hour (1/2) unpaid for lunch Monday through Friday. 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.

10.04 *Rest Period*

Employees may take a fifteen (15) minute rest period in the first and second half of their scheduled workday.

10.05 *Overtime*

All work performed in excess of the normal work day or weekly hours as outlined above shall be paid as follows:

- (1) double time for all hours worked outside the regular work day. Effective the date of ratification.

10.06 *On-Call*

- (1) A qualified employee detailed to on-call duty shall receive two-hundred twenty (220) dollars per week, effective May 1, 2015, two-hundred and twenty-five (225) dollars per week effective May 1, 2016 two-hundred and thirty (230) dollars

per week effective May 1, 2017, plus thirty five (35) dollars per day for each recognized holiday. 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. Employees shall receive the full recognized holiday premium as per Article 11.01 including half days.

- (2) Employees on on-call duty will be provided with appropriate communication devices.
- (3) Employees on on-call duty will be provided corporate vehicles. *This vehicle shall only be used for the business purposes.*
- (4) No Employee shall switch their on-call duty for any period of time without the prior approval of their direct Supervisor or his or her designate.
- (5) All Employees working on-call must hold themselves fit and ready to proceed to the work location.

Employees shall keep their Personal Protective Equipment (PPE) at their assigned work location including temporary assigned work locations. Employees on on-call shall carry their PPE in the company-supplied vehicle

10.07 Call-Out

When employees are called out for emergency work at other than the normal hours of work, a minimum call-out of two (2) hours at the prevailing overtime rate will be paid, except where two or more calls fall within the period, in which case time will be continuous. It is understood that no more than two minimum call-outs will be paid in any one day.

Minimum call outs will not be paid where a call out is within one (1) hour of normal quitting times.

Employees shall take all reasonable steps to arrive at the scene of the call within sixty (60) minutes from the receipt of the call.

10.08 Planned/Emergency Overtime

- (1) Employees may be requested to work planned overtime. Employees shall be paid at the appropriate overtime rate with the minimum payment being one (1) hour.
- (2) Should additional employees be requested, overtime work will be assigned on a rotational basis between those qualified to perform the work. Whenever possible, planned overtime will be assigned one week in advance with a minimum of twelve (12) hours of notice. Employees who are absent from work due to illness or vacation will not be eligible for planned overtime.
- (3) Employees may be requested to work at other utilities for the purposes of assisting with storm restoration. Where an employee accepts such an assignment, the terms of the Westario Power Inc. Collective Agreement will apply in whole.

10.09 There shall be no pyramiding of premiums under this Agreement.

10.10 Rest Periods

1. During the regular work week, hours worked between 00:00 hours and 06:00 hours will receive the equivalent time plus one-half hour off as a paid rest period. If the overtime work is completed before 06:00 hours, the rest period will be taken at the beginning of the normal work day. If the overtime work is completed after 06:00 hours, the rest period will be taken at the end of the normal work day.
2. During a regular work week, hours worked in excess of six (6) hours between 00:00 hours and normal start time will receive the equivalent time plus one-half hour off as a paid rest period to be taken at the end of the normal work day.

Examples:

- Employee works 2 hours between 00:00 and 02:00 hours. S/he is entitled to $2 + 1/2$ hours = $2 \frac{1}{2}$ hours taken at the beginning of the work day. Employee can report to work at 10:00 hours, providing an 8 hour rest period.
- Employee works $7 \frac{1}{2}$ hours between 00:00 and 07:30 hours. S/he is entitled to $7 \frac{1}{2} + \frac{1}{2}$ = 8 hours rest period. Employee can go home.
- Employee works $2 \frac{1}{2}$ hours between 05:00 and 07:30 hours. S/he is entitled to $1 + \frac{1}{2}$ hours = $1 \frac{1}{2}$ hours rest period. Employee can go home at 14:00 hours.
- Employee works $1 \frac{1}{2}$ hours between 06:00 and 07:30 hours. Rest period is not applicable.

10.11 Banked Time

Employees will have the option to bank their overtime at the appropriate premium rate to a maximum of forty (40) hours per year. Scheduled time off must be mutually agreed upon by the parties. Banked time earned from January to the end of December must be used by year end or shall be paid out. For greater clarity, an employee may only accumulate up to forty (40) hours in total in their bank in any given year.

ARTICLE 11 RECOGNIZED HOLIDAYS

11.01 Each regular employee shall be entitled to the following fourteen (14) paid holidays:

| | | |
|----------------------|----------------|------------------|
| ½ day New Year's Eve | New Year's Day | Good Friday |
| Easter Monday | Victoria Day | Canada Day |
| Civic Holiday | Labour Day | Thanksgiving Day |
| ½ day Christmas Eve | Christmas Day | Boxing Day |
| Family Day | | |

plus one floating holiday which must be taken in the calendar year unless otherwise approved by management.

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

11.02 In the event of any of the above named holidays falling on a Saturday and/or Sunday and not proclaimed as observed on some other day, the preceding Friday and/or the following Monday shall be deemed to be holidays for the purpose of this Agreement unless otherwise agreed to by the parties.

11.03 In the event that any of the above-named holidays fall in an employee's vacation, they shall receive an extra day's vacation.

ARTICLE 12 VACATIONS

12.01 The vacation entitlement for regular employees shall be on the following basis:

| Years of Service | Vacation in Weeks |
|------------------------------|-------------------|
| After one (1) year | Two (2) weeks |
| After four (4) years | Three (3) weeks |
| After nine (9) years | Four (4) weeks |
| After seventeen (17) years | Five (5) weeks |
| After twenty-five (25) years | Six (6) weeks |

Note: Where required, grandfathering of current vacation entitlement will occur.

12.02 An employee's vacation request shall be submitted to management no later than March 31st of each year. Vacations will, as far as it is practicable, be granted at the times most desired by employees, providing this does not impede the efficient operation of the Corporations business.

12.03 Vacations must be taken within the calendar year unless otherwise approved by management. The Corporation shall allow a vacation carry over not to exceed five (5) days to be used up by March 31st of the next year. Special needs will be considered by Management.

12.04 Employees who are hospitalized or are ordered to remain at home as a result of a serious illness, as evidenced by a medical certificate, shall be entitled to re-schedule approved vacation leave.

12.05 Employees who resign or retire prior to their having used all of their annual vacation entitlement shall be entitled to a pro-rata payment of any unused vacation entitlement.

ARTICLE 13 SICK LEAVE PLAN

13.01 Employees will be credited with one and one half (1½) days per month sick leave credit on the first day of each month when they become a regular employee to a maximum of one hundred and fifty (150) days.

13.02 An employee is not entitled to sick leave pay under the following circumstances:

- (1) if the employee fails to report absence from work on first day of absence due to illness;
- (2) if the employee fails to file a sick leave certificate from a doctor when requested by management if the absence from work exceeds three (3) working days;
- (3) during a period of lay-off;
- (4) during a leave of absence granted without pay;
- (5) while receiving a benefit of vacation pay or other bona fide paid absence from work.

13.03 Where the parties agree, an employee may be requested by Management to file a sick leave certificate from a doctor confirming prognosis of fitness to return to work. If required, the Corporation will pay the cost of the sick leave certificate covering prognosis.

ARTICLE 14 HEALTH PLAN BENEFITS

14.01 The Corporation agrees to pay the premium costs for the following benefit plans:

- (1) M.E.A.R.I.E. Plan "K" Extended Health Care Plan or equivalent, to increase services of a licensed chiropractor, osteopath, massage therapist, naturopath, speech therapist, psychologist, psychotherapist and social worker to a combined total of fifteen (\$1,500.00) dollars maximum yearly. Services of a physiotherapist, to a maximum of three thousand (\$3,000) dollars per calendar year.
- (2) M.E.A.R.I.E. Dental Plan. The O.D.A. Fee Schedule will have a continuous one-year lag behind the current year, or equivalent, with a 50/50 co-pay and 50% reimbursement of \$1,000 maximum in first year on major services and \$1,000 life-time orthodontics services (applicable to dependent children only, a maximum of \$2,000 in second year on major services and \$2,000 life-time orthodontics services (applicable to dependent children only), and a maximum of \$3,000 in third year and fourth year on major services and \$3,000 life-time orthodontics services (applicable to dependent children only).
- (3) Vision care up to a maximum of four and twenty-five hundred (\$425.00) dollars every twenty-four (24) months effective May 1, 2019. Coverage to increase to four hundred and fifty (\$450.00), effective May 1, 2021. One (1) eye examination every twenty-four (24) months to a maximum of eighty-five dollars (\$85.00) per subscriber and dependent that is not covered by OHIP.
- (4) M.E.A.R.I.E. Long Term Disability Plan with a twenty-six (26) week elimination period and a benefit of sixty-six and two-thirds percent (66.67%) of basic normal monthly earnings to a maximum of four thousand (4,000) dollars, or equivalent.
- (5) Life insurance at the value of two (2) times the employee's salary.
Note: If available, employees may purchase additional life insurance coverage at their own premium cost to a maximum of one times the employee's annual salary.

14.02 The Corporation and Union jointly recognize the necessity of establishing cost containment strategies addressing the ongoing premiums for employee health insurance. A Benefits Committee will be established with equal Union and Management representation with the mandate to review the group benefits program utilization and costs with the intent of identifying adverse trends that may be addressed through improved employee education and utilization of the benefit programs.

Also in an effort to ensure the continued affordability of the health insurance plan, the Benefits Committee will investigate possible design modifications. The Corporation may present such modification requests to the Union for ratification vote during the term of the agreement. The Union shall present the changes to the membership and conduct a ratification vote to determine if the changes shall be implemented.

ARTICLE 15 PENSION PLAN

15.01 As a condition of employment, all employees must enrol in the Ontario Municipal Employee Retirement Savings (OMERS) Basic Plan Pension. The Corporation agrees to pay only its portion for regular employees as covered under the terms of the OMERS Pension Plan.

ARTICLE 16 JOB POSTING

- 16.01** When the Corporation determines that a vacancy exists or new jobs are to be 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 the posting period, the Corporation may fill a vacancy on a temporary basis.
- 16.02** Such notice shall contain the following information nature of position, qualifications, required knowledge and education, skills, wage rates and range.
- 16.03** When filling a vacancy or lay off within the bargaining unit, management shall consider the skill, ability and qualifications of the employees involved. When, in Management's opinion, these factors are relatively equal seniority shall govern.

ARTICLE 17 LEAVE OF ABSENCE FROM WORK

17.01 Bereavement

- (1) A regular employee will be allowed up to five (5) consecutive work days' leave of absence with pay in the event of the death of their parent, parent-in-law, spouse partner, child, step child, brother/sister, grandchild, son-in-law, or daughter in-law or grandparent.
- (2) A regular employee will be allowed up to three (3) consecutive work day's leave of absence with pay in the event of the death of their grandparent-in-law, brother /sister-in-law, aunt, uncle, or other live in relative not covered above.
- (3) Such leave shall only be paid for the purpose of making arrangements and/or attending the funeral.
- (4) Other time off may be granted on an individual basis.

17.02 Jury Duty/Crown Witness

When required to serve as a jury member or as a Crown witness, employees will be allowed a leave of absence and paid their regular basic pay. The employee will provide proof of service and amount of compensation received to be reimbursed to the Corporation.

17.03 Personal Leaves

Employees, at the discretion of Management, may be granted up to three (3) months leave of absence without pay (wages and benefits) 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.

Leaves of absence under this clause will only be considered subsequent to the employee's scheduled use or completion of all allowable vacation time for that calendar year.

Such leave will be granted at the sole discretion of the Corporation. A minimum notice of two (2) weeks must be received, except in cases of an immediate emergency, for such a request to be considered.

17.04 Union Leave

- (1) Subject to operational need, the Corporation will grant a leave of absence without pay (wages) to employees delegated (including Health and Safety Representatives and Stewards) to attend a union function, providing such leave does not exceed five (5) working days per year per employee.
- (2) Subject to operational need, the Corporation will grant a leave of absence without pay to the Principal Steward or his/her delegate to attend a union function providing such leave does not exceed ten (10) working days per year.
- (3) Whenever possible, a request for a leave set out above shall be provided two weeks prior to the scheduled event.

17.05 Pregnancy/Parental Leave

Pregnancy/Parental leaves shall be granted in accordance with the Employment Standards Act of Ontario as amended from time to time.

17.06 Workplace Safety and Insurance Board

Workplace Safety and Insurance leaves shall be granted in accordance with the Workplace Safety and Insurance Act as amended for time to time.

ARTICLE 18 ALLOWANCES

18.01 Tools and Equipment

The Corporation shall supply employees with the necessary tools deemed to be appropriate for the work in their classification. Such tools will be replaced by the Corporation, upon presentation of the old tool, if worn out or broken while performing work of the Corporation.

All tools and equipment supplied remain the property of the Corporation.

An employee is required to maintain the following list of tools and have them at work at all times. Following their initial allotment by the Company, the cost of the replacement (self-purchased or Company sourced) of any of the tools set out below will be the sole responsibility of the employee. Prior to replacing any tool with a brand that is different than the one that needs replacing, the employee will seek the prior approval of his or her Supervisor.

Any tools missing from the following list will be replaced by the employee:

- lineman pliers
- slot screwdriver
- Robertson screwdrivers (black, red and green)
- ball peen hammer
- wooden measuring tape
- skinning knife
- Phillips screwdriver
- Allen keys
- Channel lock pliers

The Corporation will create and periodically review a sign off sheet of the tools that have been issued to each employee.

18.02 The Corporation shall provide the following safety equipment and apparel on an as required and exchange basis:

- safety hard hat
- safety glasses
- rubber gloves
- leather work gloves
- rainwear
- chainsaw boots
- chaps

18.03 Clothing

The Corporation shall initially provide the following clothing to all outside staff at the time of hire. Thereafter, those items listed below shall only be replaced on an as required and exchange basis:

- three (3) long-sleeved - button up or t-shirt style
- one (1) Bib-coveralls
- one (1) insulated Bib-coveralls
- three (3) pairs of pants
- one (1) sweatshirt or in lieu of one (1) summer or one (1) winter jacket
- one (1) summer jacket
- one (1) winter jacket or one (1) insulated vest

Such clothing shall conform to safety guidelines.

18.04 Boots

Each employee required to wear safety footwear will be reimbursed up to two hundred and sixty (\$260.00) dollars effective May 1, 2019 per calendar year, with receipts for the cost of approved safety footwear.

18.05 Meals

Employees are expected to carry one (1) meal per day including for planned overtime. The Corporation will pay up to sixteen (\$16.00) dollars for a meal under the following conditions:

- (1) When an employee is called out for emergency work two (2) hours prior to the normal starting time.
- (2) When an employee is required to work two (2) hours past the normal quitting time and every four (4) hours thereafter.

18.06 Mileage

An employee required to report to a location other than their normal reporting location, and must use their own vehicle, shall receive the corporate kilometre rate for the difference, if any, between the distance from their place of residence to their normal reporting location and the distance from their place of residence to the temporary reporting location.

Where an employee is required to use their own vehicle on the business of the corporation, the employee will be paid the corporate kilometre rate.

18.07 Training

Employees scheduled for training shall attend all training provided by the Employer. Where medical evidence (or acceptable evidence for absence) is provided to support the absence from training, the Employer will reschedule the training at no cost to the employee. Where no evidence is provided to support the absence the Employee shall reimburse the Employer for the training and any directly related costs associated with the training.

18.08 Licenses and Training Fees

Employees who are required by the Company to renew or upgrade memberships or licenses necessary to carry out the work of one's classification will have the cost of such renewals or upgrades reimbursed by the Employer including:

- (a) O.A.C.E.T.T.
- (b) AZ/DZ Drivers license
- (c) Trades Certificates
- (d) Any other certificate required by the Company

ARTICLE 19 GENERAL

19.01 Remuneration

The Corporation shall pay wages bi-weekly providing each employee with an itemized statement of their wages and deductions. The pay period shall commence from the normal quitting time on Tuesday. Employees will receive their wages by normal quitting time Tuesday of the following week.

19.02 Committees

Health and Safety Committee

The parties agree to the establishment of a joint Health and Safety committee consisting of two (2) employee representatives and two (2) management representatives.

The Corporation shall furnish each employee, whom requires it, a copy of the E.U.S.A. rule book.

Negotiation Committee

The Corporation shall recognize a Union Negotiation Committee of not more than three (3) employees and a PWU Official for the purpose of negotiating a collective agreement without loss of pay, up to and including conciliation and mediation.

Labour Management Committee

The Labour Management Committee will continue under its current Terms of Reference but those Terms of Reference will be the subject of review and discussion at a meeting of the Labour Management Partnership Committee. A group of three (3) Management staff selected by the Company and the Principal steward, one (1) steward and the Union Staff Officer will meet on an as needed basis but no more than once per month. Management will supply the terms of reference at each meeting. An agenda will be determined one (1) week before the set date of the meeting.

Job Classification Committee

Any new job classification will first be discussed with the Union at the LMC. The parties can resource any discussion regarding a new classification with no more than one (1) additional representative.

Absent an agreement on wage rate, either party may refer the outstanding issue to arbitration pursuant to the grievance process.

19.03 Conflict of Interest

Without the prior approval of the Corporation, no employee shall engage in any work or activity or business undertaking that is in competition with the Corporation. Such approval will not be unreasonably denied. An employee may engage in work that the Corporation is prohibited from bidding on.

19.04 Personnel File

An employee shall have the right to review his/her personnel file providing he/she gives the Employer two (2) working days notice in writing for such purpose.

All notices of discipline on file will be removed after twenty four (24) months following a suspension or disciplinary action, provided that there is no recurrence of the action giving rise to such discipline or suspension within the twenty (24) month period.

ARTICLE 20 WAGE RATES AND JOB CLASSIFICATION

20.01 The classification and rates listed in the attached Schedule A are for the purpose of wages only. Progressions are not automatic but with the recommendation and approval of Management, and subject to satisfactory performance and completion of appropriate courses.

20.02 Where a qualified Journeyman Lineman is required and assigned by management as a Lead Hand, the employee shall be paid a wage rate equal to 108% of the Journeyman Lineman rate.

ARTICLE 21 DURATION

21.01 This Agreement shall become effective on the first day of May 2019 and such agreement shall remain in effect until the 30th day of April 2022 and from year to year thereafter, unless either party gives notice in writing to the other party within the ninety (90) day period prior to the expiry date, of its desire to alter or terminate same.

Dated at Walkerton this 13 day of, June 2019.

FOR THE EMPLOYER:

David Leonce
Harness

FOR THE UNION:

[Signature]
[Signature]
M. Kemp
[Signature]

SCHEDULE 'A'

Lines Personnel/Outside Workers

| Effective Date | May 1, 2019 | Nov. 1, 2019 | May 1, 2020 | Nov. 1, 2020 | May 1, 2021 | Nov. 1, 2021 |
|---------------------------|-------------|--------------|-------------|--------------|-------------|--------------|
| Leadhand | \$43.57 | \$44.05 | \$44.49 | \$44.98 | \$45.43 | \$45.93 |
| Journeyman Lineman | \$40.34 | \$40.78 | \$41.19 | \$41.64 | \$42.06 | \$42.52 |
| 4th Year Lineman | \$36.32 | \$36.72 | \$37.09 | \$37.50 | \$37.88 | \$38.30 |
| 3rd Year Lineman | \$32.27 | \$32.62 | \$32.95 | \$33.31 | \$33.64 | \$34.01 |
| 2nd Year Lineman | \$28.25 | \$28.56 | \$28.85 | \$29.17 | \$29.46 | \$29.78 |
| Start Lineman | \$24.20 | \$24.47 | \$24.71 | \$24.98 | \$25.23 | \$25.51 |
| Engineering Technician | \$36.55 | \$36.95 | \$37.32 | \$37.73 | \$38.11 | \$38.53 |
| 4th Year Engineering Tech | \$32.93 | \$33.29 | \$33.62 | \$33.99 | \$34.33 | \$34.71 |
| 3rd Year Engineering Tech | \$29.26 | \$29.58 | \$29.88 | \$30.21 | \$30.51 | \$30.85 |
| 2nd Year Engineering Tech | \$25.60 | \$25.88 | \$26.14 | \$26.43 | \$26.69 | \$26.98 |
| Start Engineering Tech | \$21.94 | \$22.18 | \$22.40 | \$22.65 | \$22.88 | \$23.13 |
| Metering Tech | \$32.93 | \$33.29 | \$33.62 | \$33.99 | \$34.33 | \$34.71 |
| Inventory Clerk | \$31.19 | \$31.53 | \$31.85 | \$32.20 | \$32.52 | \$32.88 |

Inside Workers

| Effective Date | May 1, 2019 | Nov. 1, 2019 | May 1, 2020 | Nov. 1, 2020 | May 1, 2021 | Nov. 1, 2021 |
|------------------------|-------------|--------------|-------------|--------------|-------------|--------------|
| Customer Service Clerk | \$31.19 | \$31.53 | \$31.85 | \$32.20 | \$32.52 | \$32.88 |
| 4 th Year | \$28.10 | \$28.41 | \$28.69 | \$29.01 | \$29.30 | \$29.62 |
| 3rd Year | \$25.02 | \$25.30 | \$25.55 | \$25.83 | \$26.09 | \$26.38 |
| 2nd Year | \$22.00 | \$22.24 | \$22.46 | \$22.71 | \$22.94 | \$23.19 |
| Start | \$19.13 | \$19.34 | \$19.53 | \$19.74 | \$19.94 | \$20.16 |
| Billing Clerk | \$31.19 | \$31.53 | \$31.85 | \$32.20 | \$32.52 | \$32.88 |
| Collections Clerk | \$31.19 | \$31.53 | \$31.85 | \$32.20 | \$32.52 | \$32.88 |
| Finance Clerk | \$31.19 | \$31.53 | \$31.85 | \$32.20 | \$32.52 | \$32.88 |
| Operation Clerk | \$31.19 | \$31.53 | \$31.85 | \$32.20 | \$32.52 | \$32.88 |
| Design Drafter/GIS | \$33.95 | \$34.32 | \$34.66 | \$35.04 | \$35.39 | \$35.78 |
| 4th Year | \$30.56 | \$30.90 | \$31.21 | \$31.55 | \$31.87 | \$32.22 |
| 3rd Year | \$27.17 | \$27.47 | \$27.74 | \$28.05 | \$28.33 | \$28.64 |
| 2nd Year | \$23.76 | \$24.02 | \$24.26 | \$24.53 | \$24.78 | \$25.05 |
| Start | \$20.37 | \$20.59 | \$20.80 | \$21.03 | \$21.24 | \$21.47 |

LETTER OF UNDERSTANDING #1

Mergers or Amalgamations

Between:

**WESTARIO POWER INC.
(Hereafter called the "Corporation")**

-and-


POWER WORKERS UNION – CUPE Local 1000

(Hereinafter referred to as the "Union")

Both the Union and the Corporation agree that in the event of a merger or amalgamation with another company, every reasonable effort will be made to provide job security to existing employees. The representation rights and Collective Agreement, in respect to those employees, shall be maintained until a final determination is made under the Labour Relations Act, or enabling legislation, as to the proper representation of the group.

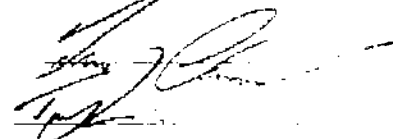
Dated at Walkerton this 13 day of June, 2019

FOR THE EMPLOYER:



David Leonce

FOR THE UNION:



M. Kupke

LETTER OF UNDERSTANDING #2

Snow Days and Leaves of Absence

Between:

Westario Power Inc.

And

Power Workers' Union

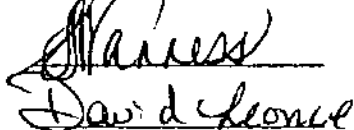
Re: SNOW DAYS AND LEAVES OF ABSENCE

The Employer agrees to track and record the number of snow days taken by bargaining unit employees and the number of Leaves of Absence requests that are submitted for days that would have otherwise been vacation days.

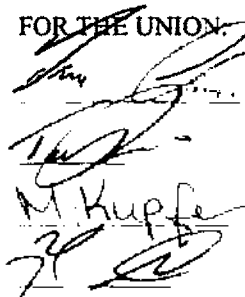
Pursuant to the terms of reference for the LMC, this information will be reviewed by the LMC with the goal of exploring ways to deal with extreme weather conditions and leaves of absence requests.

Dated at Walkerton this 13 day of June, 2019

FOR THE EMPLOYER:


David Leone

FOR THE UNION:


M. Kupfer

LETTER OF UNDERSTANDING #3

Assignment to Temporary Work Locations

Between:

WESTARIO POWER INC.
(Hereafter called the "Corporation")

-and-

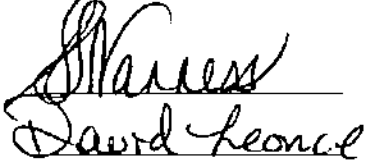
POWER WORKERS' UNION – CUPE Local 1000

(Hereinafter referred to as the "Union")

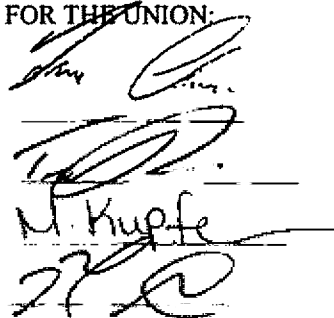
As far as practical, the Corporation will provide reasonable notice of assignment to a temporary work location.

Dated at Walkerton this 13 day of June 2019

FOR THE EMPLOYER:


David Leonard

FOR THE UNION:


M. Kupfer

LETTER OF UNDERSTANDING #4

Layoff due to contracting out

Between:

**WESTARIO POWER INC.
(Hereafter called the "Corporation")**

-and-

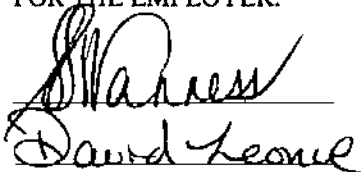
POWER WORKERS' UNION – CUPE Local 1000

(Hereinafter referred to as the "Union")

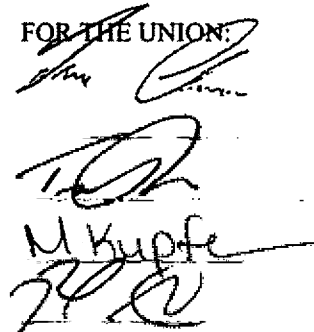
During the life of this agreement no employee shall be laid off due to contracting out. This letter shall remain in effect for the duration of this collective agreement.

Dated at Walkerton this 13 day of June, 2019

FOR THE EMPLOYER:


David Leone

FOR THE UNION:


M Kupfe

LETTER OF UNDERSTANDING #5

Mutual Shift Change Form

Between:

Westario Power Inc.

And

Power Workers' Union

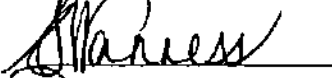
Re: MUTUAL SHIFT CHANGE FORM

Management will provide a Mutual Shift Change Form for Management consideration and approval for the following classifications:

Billing Clerk,
Customer Service Agent
Finance Clerk
Operations Clerk

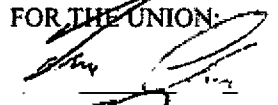
Dated at Walkerton this 13 day of June 2019

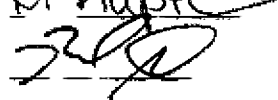
FOR THE EMPLOYER:



David Leonce

FOR THE UNION:



M. Kuyte


M. Kuyte

LETTER OF UNDERSTANDING #6

Workload Review

Between:

Westario Power Inc.

And

Power Workers' Union

Re: WORKLOAD REVIEW

The parties are mutually committed to the goal of continuously improving customer service. Within 180 days from the date of the ratification of this Agreement, the parties shall meet at LMC to mutually develop the terms of reference for a workload review. This review will be completed within 120 days that the terms of reference have been agreed upon. The purpose of this review will focus on any workload, resourcing or productivity issues identified by the parties and its goal will be to find consensus on what, if any, steps can be taken to address the issues discussed by the parties on this topic.

Dated at Walkerton this 13 day of June 2019

FOR THE EMPLOYER:

Stahness
David Leonard

FOR THE UNION:

[Signature]
[Signature]
M Kupfe
[Signature]

LETTER OF UNDERSTANDING #7

Labour Management Partnership Committee

Between:

Westario Power Inc.

And


Power Workers' Union

Re: Labour Management Partnership Committee



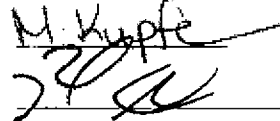
The parties agree that in the interests of promoting positive working relationships, a Labour Management Partnership Committee shall be established to allow meaningful dialogue between the two parties in an effort to resolve outstanding matters within the organization in an atmosphere of mutual respect and trust. The committee will work together in good faith to find solutions and resolve issues. A group of three (3) Management staff selected by the Company and the Principal steward, one (1) steward and the Union Staff Officer will meet on an as needed basis but no more than once per month. Management will supply the terms of reference at each meeting. An agenda will be determined one (1) week before the set date of the meeting.

Dated at Walkerton this 13 day of June, 2019

FOR THE EMPLOYER:


David Leonce

FOR THE UNION:



M. Kupfer


LETTER OF UNDERSTANDING # 8

Job Classification Committee

Between:

Westario Power Inc.

And

Power Workers' Union

RE: Job Classification Committee

Job Classification Committee:

Any new job classification will first be discussed with the Union at the LMC. The parties can resource any discussion regarding a new classification with no more than one (1) additional representative.

Absent an agreement on wage rate, either party may refer the outstanding issue to arbitration pursuant to the grievance process.

Dated at Walkerton this 13 day of June, 2019

FOR THE EMPLOYER:

James
David Leonard

FOR THE UNION:

[Signature]
[Signature]
M. Kupfe
[Signature]