

**COLLECTIVE AGREEMENT**

*between*

**BRACEBRIDGE GENERATION Ltd.**

***(hereinafter called 'the Company')***

*and*

*its EMPLOYEES*

*as represented by*

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 1813.12**

***(hereinafter called 'the Union')***

***From January 1, 2016 to January 1, 2020***

## INDEX

Article	Title	Page
1.0	Preamble and Purpose	3
2.0	Recognition	3
3.0	Management Rights	3
4.0	Union Security	3, 4
5.0	Company Service Credit and Seniority	4, 5
6.0	Employee Categories	5
7.0	Strikes/Lockouts	6
8.0	Grievance and Arbitration	6, 7, 8
9.0	Hours of Work and Overtime and On-Call	8, 9
10.0	Paid Holidays	10
11.0	Vacations	10, 11
12.0	Sick Leave	11, 12
13.0	Group Insurance Plans	12
14.0	Selection	13
15.0	Lay-off and Recall	13
16.0	Leave of Absence	13, 14
17.0	Compensable Disability Grant	14
18.0	Tools, Equipment and Clothing	14, 15
19.0	General - Mergers	15, 16
20.0	Bulletin Boards / Mileage	16
21.0	Distribution of Agreement	16
22.0	Wages	16
23.0	Duration	16
	Letters of Understanding Appendix A	17, 18
	Appendix B -- Wage Schedule/Classifications	18
	Appendix C -- Benefits	19

### **Article 1 - Preamble and Purpose**

- 1.01 The general purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the Company and its employees, to make provision for prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 It is the intent of the parties in entering into this Agreement to find a positive way of achieving harmonious and mutually supportive relationships among the Company, the Employees and the Union, which will keep the company in a strong, efficient position.

The parties agree not to discriminate against any employee for reasons defined under the Human Rights Code (Ontario).

### **Article 2 - Recognition**

- 2.01 The Company hereby recognizes the Union as the sole collective bargaining agent for all employees of the Company save and except Supervisor, persons above the rank of Supervisor, office staff, co-operative students, students employed during the school vacation period and persons regularly employed for not more than twenty-four (24) hours per week.
- 2.02 **Gender Neutral Language**  
For the purpose of gender neutrality, wherever the male pronoun is used within this Collective Agreement it is understood the female pronoun also applies.

### **Article 3 - Managements Rights**

The Company has and the Union acknowledges, that the Company has the exclusive right and power to determine the locations of its operations, to manage its business, hours of work, and direct the working forces including, but not restricting the generality of the foregoing; the right to hire, suspend, discharge, lay-off, promote, demote, transfer and discipline any employee consistent with the terms of this agreement. In addition, it has the right to make, amend and enforce such rules and regulations as shall from time to time be required consistent with the terms of this Agreement.

### **Article 4 - Union Security**

- 4.01 As a condition of employment, employees who are presently members of the Union shall remain members, and employees hired subsequent to the signing of this Agreement shall become members of the Union, (save and except as excluded in Article 2.01.)
- 4.02 During the term of this Agreement the Company agrees to deduct from the wages of each union member, a sum of money equal to the monthly membership dues as established by the Union, and remit same to the Secretary-Treasurer of the Union before the 15<sup>th</sup> of the following month.
- 4.03 In consideration of this deduction and forwarding service by the Company, the Union agrees to indemnify and save the Company harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.
- 4.04 The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, home mailing address, home telephone number

**4.05 Correspondence**

The union shall provide the Company with a list of union officials to be revised from time to time as changes occur. The Company shall provide the Union with a list of supervisors to whom grievances and other relevant matters may be submitted.

Unless otherwise stipulated in this agreement, all correspondence between the parties arising out of this Agreement shall pass to and from the CEO of the Company and the Unit VP of the Union.

The Union shall be notified, in writing of all permanent appointments, hires, lay-offs, recall and terminations of employment involving employees in the bargaining unit.

- 4.06 The Company will recognize a Committee of two (2) of its employees (who may be assisted by a Union representative) in negotiations and the second and/or third step of the Grievance Procedure. The Company will deal with the said Committee on matters which are properly the subject of negotiation of an agreement, an amendment thereto, a renewal thereof, or a grievance therein. The Union recognizes that union officials have regular duties to perform for the Company. The Company agrees to maintain the standard rate of pay for all time spent by union officials on grievance matters during normal working hours. The Union agrees to reimburse the Company for all wages and benefits paid while Committee members are working on behalf of the Union and its membership on matters of negotiation and arbitration.

**4.07 Labour Management Committee**

On the request of either party, the parties shall meet at least once every two (2) months until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement.

- 4.08 The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer

- 4.09 Employees whose jobs (paid or unpaid) who are not in the bargaining unit shall not do bargaining unit work except in the case of emergency, training, or in other cases where mutually agreed upon in writing by the parties, except for special events where the Employer may require volunteers to assist and supplement the workforce.

- 4.10 There shall be no discrimination by the Company or the Union or its members against any employee because of membership in, or non-membership in the Union.

**Article 5 - Company Service Credit and Seniority**

- 5.01 a) Credit for Company service shall accrue to regular employees whether or not they are members of the bargaining unit and shall represent an employee's service with the Company based on the employees most recent date of hire.

b) Seniority shall be defined as the length of continuous employment a regular employee has within the bargaining unit based on the last date of hire into the bargaining unit. It is understood that seniority with Parry Sound Energy Services Corporation and Bracebridge Generation Ltd. shall carry forward into this agreement.

c) A person who is in a temporary assignment who is subsequently hired by the Employer as a probationary employee in the same position, shall count any of his/her continuous service rendered in the same position, while on temporary assignment towards completion of the probationary period.

- 5.02 An employee shall forfeit all of his accumulated Company service credit and seniority and his name shall be removed from Company records if he:
- i. Terminates voluntarily;
  - ii. Is discharged and not reinstated;
  - iii. Retires
  - iv. Is laid off for a period exceeding twelve (12) calendar months;
  - v. Fails to report for work after a lay-off within five (5) working days of recall, notice of which has been sent by registered mail to the last address the employee has reported to the Company;
  - vi. Is permanently disabled and unable to work for the Company in a job classification in which there is a job available, and the Company has exhausted all obvious avenues with respect to their obligations regarding duty to accommodate;
  - vii. Is absent from work because of occupational illness or injury for thirty (30) months or non-occupational illness or injury for eighteen (18) months;
- 5.03 A seniority list shall be posted by the Company by January 15<sup>th</sup> of each year.

#### **Article 6 - Employee Categories**

- 6.01 Temporary employees are persons hired for a period of up to nine (9) months in duration, in positions which are not likely to become part of the Company's continuing organization. Temporary employees shall not accumulate seniority. Temporary employees may be discharged at the sole discretion of the Company, and shall not have recourse to the grievance procedure.
- 6.02 Probationary employees are persons hired on trial to determine their suitability for continuing employment in regular positions. An employee shall be considered probationary for a six (6) month period. At the successful completion of an employee's probation period the employee will receive seniority, backdated to his most recent date of hire into the bargaining unit. During this period of probation he shall, unless the context otherwise provides, have all the rights and privileges of this Collective Agreement except that he may be discharged at the sole discretion of the Company and without recourse including having the ability to file a grievance.
- 6.03 Regular employees are persons who have satisfactorily served a probationary period.
- 6.04 When an employee is assigned to relieve in the Lead Hand position for a minimum of one (1) working day or more, the employee will be paid a premium of four percent (4%) of his current hourly rate. It is understood that when an assignment or project requires three (3) or more employees, the Company shall assign a Lead Hand who shall be paid a premium of four percent (4%) of his current hourly rate for the duration of that assignment or project.
- 6.05 When an employee is assigned to relieve in a supervisory position for a minimum of one (1) working day or more, the employee will be paid a premium of eight percent (8%) of his current hourly rate.

## **Article 7 - Strikes/Lockouts**

- 7.01 During the term of this Agreement the Company agrees not to lock out its employees, and the Union agrees that no cessation or slowdown of production will occur.
- 7.02 Employees are not required to cross picket lines except to perform duties relative to the Company's operation and the maintenance of service to equipment within the Company's jurisdiction. Employees will not be required to cross a picket line if the employee feels unsafe doing so.
- 7.03 **Continuation of Benefits during Work Stoppages**  
In the event of a legal work stoppage, the Company agrees to maintain payment of benefits under Article 13.01 and 13.02 b of this agreement. The union agrees to reimburse benefits as set out in this Article, to the Employer within 45 working days of receipt of detailed invoices. Such invoice shall be sent to the assigned CUPE National Representative.

## **Article 8 - Grievance and Arbitration Procedure**

- 8.01 **Grievance Definition**  
For the purposes of this Agreement a dispute, claim or complaint which involves an alleged violation, an interpretation or application of this Agreement shall be considered a matter for grievance and shall be dealt with promptly and as specified below.
- 8.02 The time limits set out for the processing of grievances shall be adhered to except in the case of mutual agreement to alter the time limits. Reasonable requests for extensions will not be denied.
- 8.03 **Right to have Steward Present**
- a) An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.
- b) If an employee declines union representation under the collective agreement the Employer shall require such employee to sign the following and provide a copy to the Employee forthwith:
- "I \_\_\_\_\_ (employee name) have declined union representation.
- Dated, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_."
- c) A Steward or local union officer shall have the right to consult with a CUPE Staff Representative and to have him/her present at any discussion with supervisory personnel which may be the basis of disciplinary action save and except b).
- d) Representative(s) of the Union and the grievor shall not suffer any loss of regular pay or benefits for time spent during regular working hours in the grievance procedures set out in Article 8.04

#### 8.04 Grievance Procedure

##### (a) Step One

An employee believing he has a grievance shall, within five (5) working days of the alleged grievous occurrence, take the matter up with his immediate Manager or their designate. The employee may be accompanied by a member of the grievance committee at the time of this presentation. The Manager or their designate shall give his disposition within five (5) working days of the presentation.

##### (b) Step Two

If the griever (or the Union) is not satisfied with the disposition at Step One, he or the Union may within five (5) working days of the disposition at Step One submit a written statement of the grievance to the Chief Operating Officer (COO) or his designated representative. The grievance shall include, as a minimum, the grievance, the part of the collective agreement that has been violated, and the redress that is being sought. The COO or his designated representative shall, within five (5) working days, of the receipt of the grievance at this Step convene a grievance meeting at which the employee may be represented by a duly-formed two (2) member union committee. The COO or his designated representative shall, give his disposition in writing within five (5) working days of the second step meeting.

##### (c) Step Three

If the griever (or the Union) is not satisfied with the disposition at Step Two, he or the Union may within five (5) working days of the disposition at Step Two submit a written statement of the grievance to the CEO or his designated representative. The CEO or his designated representative shall within five (5) working days of the receipt of the grievance at this Step convene a grievance meeting at which the employee may be represented by a duly-formed two (2) member union committee. The CEO or his designated representative shall give his disposition in writing within five (5) working days of the third step meeting.

8.05 (a) A regular employee may be discharged but only for just cause. Grievances concerning discharges shall be taken directly to Step Three of the Grievance Procedure.

(b) Where an employee may be disciplined, the Company will notify the employee that he is entitled to union representation at the meeting. If the employee declines, the Company will notify the Union of the employee's decision.

(c) The parties to this Agreement can mutually agree to access the services, of a mutually agreed upon grievance mediator, prior to any grievance proceeding to arbitration. The parties will share equally the expenses and fees of the Grievance Mediator. Failing a satisfactory resolution in this process either party reserves the right to proceed to arbitration.

#### 8.06 Arbitration

Failing settlement at Step Three, the Union shall within ten (10) working days of the issuance of the disposition at Step Three notify the Company of its intention to submit the grievance to Arbitration. Should the grievance proceed the union will inform the Company of the union nominee, and his mailing address, to an Arbitration Board which will then be processed in accordance with the *Ontario Labour*

*Relations Act*. Should the respective nominee(s) to such an Arbitration Board fail to agree on a Chairman, the appointment will be referred to the Ontario Labour-Management Arbitration Commission.

- 8.07 No Board of Arbitration shall have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision, or to provide a decision which is inconsistent with any term or provision of this Agreement. The Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.
- 8.08 Each party to this Agreement will bear the expenses and fee of its nominee, and the parties will share equally the expenses and fee of the Chairman.
- 8.09 As an alternative, if the parties mutually agree, the matter may be submitted to a single arbitrator as provided by the *Labour Relations Act* and Clauses 8.07 and 8.08 shall apply to a single arbitrator with respect to jurisdiction and expenses.

#### **Article 9 - Hours of Work and Overtime**

- 9.01 This section provides the basis for establishing work schedules and for the calculation and payment of overtime, but shall not be read or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week.
- 9.02 The normal work week of employees covered by this Agreement shall be forty (40) hours per week. Shifts may consist of the following: five (5) days of eight (8) hours each between the hours of 7:30 a.m. to 3:30 p.m. with a 20 minute paid lunch period on the job site from Monday to Friday inclusive.
- 9.03 It is acknowledged that from time to time it will be necessary for employees to perform work outside of the normal schedules at all hours of the day or night, and management has the right to authorize such work as required.
- 9.04 (a) Work performed in excess of the normal hours, from quitting time Friday to starting time Monday and recognized holidays (as outlined in Article 10) shall be paid at the rate of two (2) times an employee's base rate of pay. Work performed Monday to Thursday after 6:30 p.m. shall be paid at the rate of two (2) times an employee's base rate of pay. All other work performed in excess of normal hours shall be paid at the rate of one and one-half (1-1/2) times an employee's base rate of pay.
- (b) On the approval of the Manager employees may take time off in lieu of overtime at the appropriate premium rate to a one time maximum of fifty six (56) hours per calendar year. All banked overtime accumulated during the previous calendar year must be taken by the end of February. If not used all banked time will be paid out on March 1.
- (c) While working unplanned overtime all employees are entitled to a fourteen (\$14.00) dollar meal allowance after the completion of two (2) hours consecutive overtime and again after the completion of every four (4) consecutive hours.

9.05 When an employee is called in for emergency overtime work outside of his normal working hours, he shall be provided with a minimum payment in accordance with the following:

Two (2) hours pay at the appropriate overtime rate of pay or the actual time worked at the appropriate premium rate, whichever is the greater except when a short call follows within one (1) hour of the completion of a previous call in which case time shall be considered continuous from the start of the previous call. There shall be no minimum payment applicable to overtime as worked an extension of an employee's normal daily working hours.

For trouble calls that can be handled from the on-call Employee's home via technology, the Employee is to be paid a minimum of one half (1/2) hour straight time of or actual time worked at the appropriate overtime rate, whichever is greater.

9.06 Where an employee is directed by the company to attend any meeting outside Muskoka/Almaguin/Parry Sound, the Company will pay travel time at the employee's normal straight time rate for all travel time that precedes the employee's normal start time or exceeds the employee's normal end time. The Company agrees to pay off duty employees for time spent at Safety meetings. Pay to be at straight time rates.

9.07 **On - Call**

(a) All qualified employees will be required to perform on-call duty which will be distributed on an equitable basis among them. Management shall maintain an advance schedule of on-call duty which shall be made available to the staff concerned.

(b) Employee's on-call will be allowed to use the company vehicle for business purposes.

(c) The payment for on-call duty for qualified employees shall be \$2.20 per hour. An additional \$42.00 will be paid for each statutory holiday (excluding floaters).

(d) On-call duty shall commence Monday at normal quitting time and cease the following Monday at normal start time. An employee may exchange on-call duties with another qualified employee provided the supervisor is made aware of the exchange.

9.08 All employees shall be permitted a fifteen (15) minute break period in the first and second halves of a shift, at a time designated by the COO or his delegate.

9.09 **Inclement Weather**

Inside work will be provided for all regular employees if, in the opinion of the immediate supervisor, it is not reasonable to work outside during extreme weather conditions to complete the time for that day.

**Article 10 - Paid Holidays**

10.01 The following 14 days shall be recognized as paid holidays by the Company.

New Year's Day	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Victoria Day
Canada Day	Boxing Day
Civic Holiday	Family Day
Labour Day	"plus" two (2) floater days
The one-half (½) day before Christmas	
The one-half (½) day before New Year's Day	

10.02 Regular and probationary employees of the Company will be entitled to payment of normal basic wages for such holidays provided they have worked or been on leave of absence with pay on the normal scheduled days of work which immediately precede and follow such holidays.

10.03 Any employee who is required to work on such a holiday shall be paid for time worked at the premium rate specified in the overtime clause of this Agreement Article 9.

10.04 When any of the above-noted recognized holiday falls on a Saturday or Sunday and is not proclaimed as being observed on some other day, the preceding Friday or the following Monday as designated by the Company shall be recognized as the holiday.

**Article 11 - Vacations**

11.01 Vacation pay shall mean the normal basic earnings of the employee immediately prior to the date on which vacation monies become payable. In any event and in the cases of temporary and probationary employees vacation payment shall be made in accordance with the *Employment Standards Act*.

11.02 Vacations will, as far as it is practical, be granted at the times most desired by the employees. An employee, to ensure consideration of his request and his relative seniority standing, must notify management of his preferred vacation period by March 1 in any given year. However, management reserves the authority to designate vacation periods for all employees in a manner consistent with the efficient operation of the Company.

11.03 Normal vacations shall not be accumulative. Vacations may be carried over with the consent of the COO. All carried over vacations from the previous year must be taken by the end of March, exceptions may be granted by the COO in special circumstances and no requests will be unreasonably denied.

11.04 An employee will be entitled to five (5) days vacation with pay after completion of a successful probationary period and one (1) day per month thereafter to a maximum of ten (10) days vacation after one (1) year of continuous employment.

11.05 (a) In the year in which an employee completes three (3) years continuous Company service an employee shall be entitled to fifteen (15) days vacation with pay.

(b) In the year in which an employee completes nine (9) years continuous Company service an employee shall be entitled to twenty (20) days vacation with pay.

- (c) In the year in which an employee completes eighteen (18) years continuous Company service an employee shall be entitled to twenty five (25) days vacation with pay
- (d) In the year in which an employee completes twenty (20) years of continuous Company service an employee shall be entitled to an additional one (1) day of vacation with pay for each two (2) years of service, up to a maximum of 5 days, when he reaches thirty (30) years of continuous service.
- 11.06 If a recognized holiday as defined in Article 10 of this Agreement falls or is observed during an employee's vacation period, 1 day with pay will be granted for each such holiday.
- 11.07 A regular employee terminating his employment at any time in his vacation year before he has taken his vacation entitlement shall receive proportionate payment of his vacation pay entitlement in lieu of such vacation. Temporary and probationary employees who terminate employment with the Company shall receive vacation pay in accordance with the *Employment Standards Act* (Ontario).
- 11.08 (a) An employee who is hospitalized due to illness or suffers a bereavement under Article 16.03 of this Collective Agreement while on scheduled vacation shall be permitted to reschedule any such vacation. The Company may require, at the Company's expense, medical documentation verifying their hospitalization.
- (b) Under exceptional circumstances in the case of very serious illness, sick leave may be granted at the discretion of the CEO. In all such cases the employee shall be required to produce a doctor's certificate indicating the dates and the nature of the illness.
- 11.09 An employee's vacation pay will be reduced on a pro-rata basis for any period for which the employee has not received wages from the Company during the vacation accumulation period, except when on sick leave, or W.S.I.B. for less than thirty (30) days or approved leave of absence for less than thirty (30) days.

#### **Article 12 - Sick Leave**

- 12.01 The Company's sick leave plan has been created by the Company, and allows Employees to accumulate sick leave credits to reduce the financial hardship that a short term bona fide illness or injury can create. The sick leave plan shall not be used to extend the minimum qualifying period outlined in the Long Term Disability Insurance Plan provided by the Company. It is the employee's responsibility to report for work in proper physical condition in order to perform his/her assigned duties. To receive sick leave payment the employee must be unable to do any and all Company work causing consequent loss of normal straight time hourly wages. Modified work and alternate work must be discussed and if within the employee's limitations will be accepted.
- 12.02 Sick leave credits will accrue to regular employees at the rate of twelve (12) hours per month of accredited Company service credit to a maximum of two thousand (2,000) hours.
- 12.03 To qualify for payment of sick pay, an employee must:
- i. have an established credit for sick pay;
  - ii. ensure that his illness is reported to the Company as soon as possible before shift start;

- iii. be suffering from a bonafide illness which prevents his useful employment and is not compensable under the W.S.I.B;
  - iv. submit written verification including the nature of his illness signed by a qualified doctor of Medicine if requested;
  - v. submit to medical examination by a doctor of medicine designated by the Company upon request, at the Company's expense;
  - vi. be available for modified duties and return to work as soon as possible following recovery from illness;
  - vii. do everything possible to speed his recovery include meet with the company to discuss return to work options and actively participate in Lakeland's return to work program.
- 12.04 An employee will be entitled to the accumulation of sick leave credits provided the employee has worked or has been in receipt of regular base wages for more than half of the working days in any calendar month.
- 12.05 It is recognized and agreed that as a result of employee benefits granted by the Company, the requirements of the Employment Insurance Commission regulations covering rebates to employees have been satisfied and the employees waive their right to the rebate.
- 12.06 The company agrees to contribute one hundred (100%) of the total premiums for a Long Term Disability Plan as prepared by the insurance company providing up to sixty seven (67%) of wages up to a maximum monthly benefit of five thousand dollars (\$5,000).

**Article 13 - Group Insurance Plans for Regular and Probationary Employees**

13.01 **Health Plan**

The company will pay one hundred percent (100%) of the cost of premiums of the current health and dental plans per Appendix B

13.02 **Pension and Insurance**

(a) The Company agrees to pay fifty percent (50%) of the cost of the Ontario Municipal Employees Retirement System Basic Plan and one hundred percent (100%) of the cost of a group life insurance plan to provide coverage to the amount of two (2) times an employee's basic wage.

(b) The Company agrees to pay one hundred percent (100%) of premiums to provide a Long Term Disability Insurance Plan.

13.03 All employees shall participate in the plans noted in Clauses 13.01 and 13.02 above, subject to the provisions of the individual plans involved.

13.04 Provided that the carrier is in agreement, retirees can purchase group benefit. The Corporation agrees to pay fifty (50%) of the cost of extending group benefits for any employee who retires before the age of sixty-five (65) who has a minimum of thirty (30) years' service with the Company. This benefit will expire when the retiree reaches age sixty-five (65)

#### **Article 14 - Selection**

14.01 The selection of applicants for promotions to positions within the bargaining unit shall be made only from those applicants who are judged by the Company to be qualified to do the work and will be based on:

- i. qualifications;
- ii. ability;
- iii. seniority;

In the event that in the opinion of the Company qualifications and ability, are relatively equal among the applicants, then seniority shall govern.

#### **14.02 Job Posting**

The Company agrees to post any vacancy within the bargaining unit for a period of five (5) working days in order to give employees an opportunity to make application for the position.

#### **Trial Period**

An employee who is promoted under this Article shall be provided a sixty (60) working day trial to prove efficiency. The Corporation shall be the judge of those items listed in Article 14.01 provided however, that the Corporation shall agree that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement and subject to the employee's right to lodge a grievance as set out herein. If the employee proves unsuccessful during the trial period, or the employee elects not to complete the trial period, they shall be returned to his or her former position, without loss of seniority. Anyone displaced as a result will be returned to their former position.

#### **Article 15 - Lay-off and Recall**

15.01 In the event of a layoff, contract employees performing bargaining unit work, will be terminated first, followed by any layoff of regular employees who shall be laid off in the reverse order of seniority, provided, in the opinion of the Company, the employees retained are qualified and able to perform the work available or unless determined otherwise by mutual agreement of the parties. An employee about to be laid off may bump an employee with less seniority provided the employee exercising the bump, is qualified and able to perform the work available.

15.02 Employees will be recalled in the order of their seniority, provided they are qualified and able to do the work available.

15.03 Employees retain their recall rights for a period of twelve (12) months from the date of lay-off.

#### **Article 16 - Leave of Absence**

16.01 Under certain conditions leaves of absence may be granted by the Company. Normally no payment of wages will be made for such absences. To ensure consideration, such leaves must be applied for in writing at least one (1) calendar month in advance.

16.02 The Company agrees to grant a leave of absence with pay to an employee who serves as a juror or a subpoenaed witness in any court in the Province of Ontario. The employee shall pay to the Company the payment he received for such jury or witness duty, excluding any payment for travelling, meals or any other expenses.

- 16.03 In the event of the death of a member of the immediate family of a regular or probationary employee, he shall be granted a leave of absence with pay of five (5) work days for the purpose of bereavement. The immediate family includes parent, parent-in-law, spouse (as defined by the Family Law Act), son, daughter, brother, sister and grandchildren. In the event of the death of a son-in-law, daughter-in-law or grandparents he shall be granted a leave of three (3) work days. Up to two (2) days of bereavement leave can be saved for future celebration.
- 16.04 In addition to the entitlement in Article 16.03 an employee shall be granted upon request up to an additional two (2) days unpaid leave for the purposes of travel.
- 16.05 Where an employee can be released by the Company to attend union business, the Union will compensate the Company at the employee's regular rate of pay plus benefit costs.

#### **Article 17 - Compensable Disability Grant**

- 17.01 When a regular employee through his employment by the Company suffers a disability which is compensable under the Workplace Safety & Insurance Board, the Company agrees to maintain the normal take home pay of the employee involved for a period of up to one (1) year.

It is understood that the portion of pay received from WSIB is recognized as such income for Revenue Canada purposes.

- 17.02 To be eligible for the grant outlined in Clause 17.01 the employee shall endorse all benefit cheques received by him from the Workplace Safety & Insurance Board and turn them over to the Company.

#### **Article 18 - Tools, Equipment and Clothing**

The Company shall supply the following items to those employees who in the Company's opinion require same for the performance of their normal duties:

1. hard hats;
2. safety glasses;
3. Safety rated rubber boots;
4. Flame Retardant/Arc rated (FRA) rain coats;
5. leather gloves;
6. The Company will provide the initial issue of the following FRA clothing for new employees in the positions of Engineering Technicians, Journeypersons and Plant Operators:
  - a. Five (5) pants – cargo or regular
  - b. Five (5) long sleeved shirts
  - c. Two (2) bib overalls
  - d. One (1) winter jacket
  - e. One (1) winter bib overall
  - f. Two (2) hoodies

7. All replacement/repairs of clothing shall be on the approval of the immediate supervisor. Old clothing must be turned in before replacements are issued.
8. Employees shall be responsible for laundering and cleaning clothing items to ensure clothing is well maintained and in good condition following the manufacturer's guidelines.
9. The company will launder winter jackets, winter overalls, bib overalls, and summer jackets/hoodies on an as needed basis and upon the approval of the immediate supervisor.
10. An annual allowance towards the cost of purchase or repair of approved safety boots, for the employee work related use, only upon surrender of a receipt of two hundred and sixty dollars (\$260.00).
11. An allowance of one hundred and forty dollars (\$140.00) to be used towards the cost of purchase for one pair of prescription safety eyeglasses, for employees only, upon surrender of a receipt for same, once every two (2) years.
12. Where an employee terminates their employment within six (6) months of receiving their clothing/boot allotment the employee will reimburse the company an amount equal to one hundred percent (100%) of all clothing cost. All clothing with Bracebridge Generation LOGO's must be returned for security reasons.

#### **Article 19 – General**

- 19.01 The company will establish a policy of holding regular meetings of all employees with the purpose of discussing matters of mutual concern to the company and the employees.
- 19.02 The company will provide training for first aid and CPR. Time spent for such training will be without normal wage loss or seniority.
- 19.03 Where an employee is directed by the company to attend any meetings, on their scheduled day off, the company agrees to pay off- duty employees for time spent for all meetings. An employee who is called into work outside his regular working hours, for such meetings, shall be paid for a minimum of three hours, at the overtime rate.
- 19.04 Where an employee is directed by the company to attend any meetings the company will pay travel time at the normal straight time rate for all travel time that precedes the employee normal start time or exceeds the employees normal end time.
- 19.05 **Merger/Amalgamation/Sale of Business**  
a) The Corporation agrees that in the event of a merger/amalgamation/sale of business with another company/corporation/or municipal utility, all employees covered by the collective agreement between Bracebridge Generation Limited and the Canadian Union of Public Employees, and its local 1813 will be treated fairly and given a chance for employment in the new organization. The company will make every effort to retain the seniority status, wages and benefits for the former employees of the corporation with the new Employer.

b) In the event of a merger/amalgamation/sale of business with another company/corporation/or municipality, employees not offered employment or opt not to work for the new employer will receive a severance in an amount of 2 weeks wages for each year or part year of service.

Both the Company and the Union agree that in the event of a merger or amalgamation with any other utility or corporation, every reasonable effort will be made to provide a position to existing employees.

**Article 20 - Bulletin Boards / Mileage**

- 20.01 The Company will provide bulletin board space in an area designated by the Company for the purpose of posting notices.
- 20.02 If required to use their own personal vehicle for business or training authorized by the Company, the employee shall be reimbursed based on the Company's policy covering kilometre rate. The kilometre rate paid shall not be less than fifty-two (52) cents per kilometre. Proof of Insurance and valid Driver's License must be provided upon request. It is the responsibility of the Employee to inform the Company if they do not have insurance coverage or a valid Driver's License.

**Article 21 - Distribution of Agreement**

The responsibility for printing and distributing this AGREEMENT shall rest with the Company. The Company agrees to ensure that the Union receives sufficient copies of the Agreement for distribution to the employees of the bargaining unit.

**Article 22 - Wages**

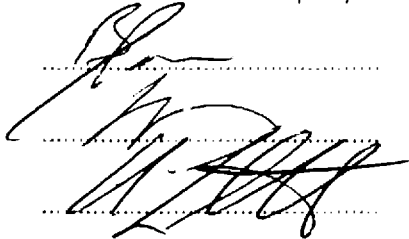
Employees will receive rates of pay in accordance with the attached wage schedule in Appendix A. The Classifications and rates are listed therein for the purpose of payment of wages only.

**Article 23- Duration**

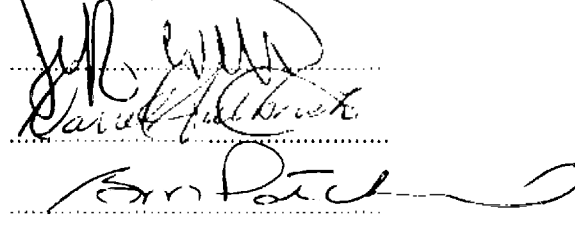
This agreement shall remain in force from January 1, 2016 to January 1, 2020 and shall continue in force from year to year. Notice to bargain will conform to the *Ontario Labour Relations Act*.

Signed this 14<sup>th</sup> day of December 2015.

On behalf of the Company:



On behalf of the Union:



WAGE SCHEDULE (see Appendix B)

## LETTERS OF UNDERSTANDING

Between:

Bracebridge Generation Ltd. ("the Company")

And

The Canadian Union of Public Employees, Local 1813.12 (the "Union")

### APPENDIX A

#### **APPRENTICESHIP TRAINING**

An Apprenticeship Training program will be made available for qualified technical employees when the company deems an apprentice position is required to be filled. Employees will be encouraged to further their careers through the apprenticeship program. The company pays for most practical, academic and on-the-job training costs for apprentices that usually last four years.

In addition to training results, and on-the-job performance, each apprentice will also be monitored with respect to technical capability, communications skills, safety rules adherence, and overall attitude to ensure that he/she is suitable and qualified to proceed further in the program. For any employee deemed by management not to be satisfactory to continue the apprenticeship program, the company will make every effort to maintain his/her employment in another position.

Apprentices will be assessed after each 6 (six) month interval by the Supervisor and Manager for continuation in the program.

Where an apprentice or journeyperson terminates their employment within two (2) years of completing their formal apprenticeship training program, or during the apprenticeship program, the employee will reimburse the company an amount equal to one hundred percent (100%) of all the off sight training costs (tuition, lodging, meals and mileage) incurred during the apprenticeship training program.

#### **LABOUR-MANAGEMENT COMMITTEE**

A Labour-Management Committee shall be established consisting of two (2) representatives appointed by the Union and two (2) representatives of the Corporation. The committee shall enjoy the full support of both parties in discussing matters of mutual interest.

It is agreed and understood that under no circumstances, unless otherwise mutually agreed shall matters be discussed that are properly the subject of a grievance or negotiations for the amendment or renewal of this Collective Agreement. The frequency of Committee meetings will be determined by the parties, but will normally be established every three (3) months at a mutually agreed upon time and place. Employees shall not suffer any loss of pay for time spent at joint meetings with the Corporation.

The purpose of the Committee will be to enhance the communication between CUPE Local 1813 and the Corporation. Normal subjects for discussion may include, but not be limited to: Business Arising (from a previous meeting); updates concerning the business (productivity improvement; customer service improvement; efficiency issues; impact of government legislation and regulatory rulings; and mergers, acquisitions and amalgamations).

### **LIFE INSURANCE FOR RETIREES**

During the negotiations of this Collective Agreement the parties agreed that employees who came from Parry Sound Energy Services will no longer be eligible for any company paid Retirees Life Insurance under this agreement. In order for these employees to make alternate arrangements, the parties agreed that the Company will pay employees who transferred to Bracebridge Generation \$400.00 for each completed year of service. These monies will be paid within one month after January 1, 2016.

Provided that the Carrier is in Agreement it is understood that retirees under this Collective Agreement are given the opportunity to convert their life insurance policy through the Company at total cost to the employee.

### **SICK LEAVE ENTITLEMENT AND CONVERSION**

During the negotiations of the Collective Agreement the parties agreed that employees who came from Parry Sound Energy Services would convert to the Bracebridge Generation Sick Leave program by applying the language in the CUPE Local 1813 Collective Agreement, Article 12-Sick Leave.

The following constitutes the formula for converted sick time:

*(Months of Service) x (1.5 days/month) – (# of days absent) = Sick Benefit to a maximum of 250 days*

It was agreed by the parties that where an employee transferred from Parry Sound would convert with less than the seventy five (75) days previously enjoyed in the Parry Sound sick plan, they would be recognized as coming with seventy five (75) days, less any time taken, provided they are actively at work at the time of ratification. Additional sick days would not accumulate beyond seventy five (75) days until years of service equals four (4) years and two (2) months.

### **CASCADE STREET HYDRAULIC GENERATING STATION DECOMMISSIONING**

Until such time as the Cascade Street Hydraulic Generating Station is decommissioned the following shall apply: On call duty for emergency services for the operation of the Cascade Street Hydraulic Generating Station, including necessary water control, will be paid to qualified employees who are designated by the Company for on-call duty.

On-call duty will only be required during the periods of time the generators are operating. On-call duty will not be required if the generators are operating only during normal hours of work.

a) Outside employees will be scheduled to complete routine checks at the Power Generating Station on a weekly basis, including Saturdays, Sundays and holidays.

b) Routine checks consist of, but are not limited to, the following: monitoring the head pond water level, monitoring generator bearing temperature, and adjusting equipment as required for the operation of the generating facility. Employees will be compensated one and one half (1 ½) hour per routine check on weeknights and two (2) hours per routine check on weekends and holidays at the applicable overtime rate.

**Appendix 'B' Operations Department - Bracebridge Generation**

**WAGE SCHEDULE**

**Salary Increase for all classifications January 1, 2016 = 1.4%, July 1, 2016 = 1.4%, January 1, 2017 = 1.4%, July 1, 2017 = 1.25%, January 1, 2018 = 1.25%, July 1, 2018 = 1.25%, January 1, 2019 = 1.25%, July 1, 2019 = 1.25%**

	Progression	Start	Jan 1/16 1.40%	July 1/16 1.40%	Jan 1/17 1.40%	July 1/17 1.25%	Jan 1/18 1.25%	July 1/18 1.25%	Jan 1/19 1.25%	July 1/19 1.25%
Engineering Technician/Technologist	2 years	39.65	40.21	40.77	41.34	41.86	42.38	42.91	43.44	43.99
	1 year	36.77	37.28	37.81	38.34	38.82	39.30	39.79	40.29	40.79
	Start	33.69	34.16	34.64	35.12	35.56	36.01	36.46	36.91	37.38
Leadhand Journeyperson		39.65	40.21	40.77	41.34	41.86	42.38	42.91	43.44	43.99
Journeyperson	100%	37.03	37.55	38.07	38.61	39.09	39.58	40.07	40.57	41.08
4th year Apprentice Journeyperson		33.09	33.55	34.02	34.50	34.93	35.37	35.81	36.26	36.71
3rd year Apprentice Journeyperson		29.62	30.03	30.46	30.88	31.27	31.66	32.05	32.45	32.86
2nd year Apprentice Journeyperson		27.57	27.96	28.35	28.74	29.10	29.47	29.84	30.21	30.59
1st year Apprentice Journeyperson		25.73	26.09	26.46	26.83	27.16	27.50	27.84	28.19	28.54
Operator A	2 years	33.69	34.16	34.64	35.12	35.56	36.01	36.46	36.91	37.38
Operator B	1 year	32.38	32.83	33.29	33.76	34.18	34.61	35.04	35.48	35.92
Operator C	Start	31.18	31.62	32.06	32.51	32.91	33.33	33.74	34.16	34.59
Labourer A	1 year	20.59	20.88	21.17	21.47	21.74	22.01	22.28	22.56	22.84
Labourer B	Start	18.59	18.85	19.11	19.38	19.62	19.87	20.12	20.37	20.62

<b>Benefit</b>	<b>Lakeland Power and Bracebridge Generation</b>
<b>Waiting Period</b>	You are eligible after 3 months provided you are under age 65
<b>Definition of Full Time</b>	At least 16 hours per week
<b>Basic Life Insurance</b>	
Schedule	200% of employee earnings
Benefit Maximum	\$470,000
Non Evidence Maximum	\$235,000
Termination Clause	Earlier of age 70 or retirement
Note	Living Benefit 50% of the sum insured on the date the insurer receives the L.B. claim, subject to maximum of \$50,000.
<b>Basic AD &amp; D</b>	
Same as Basic Life	Yes
<b>Dependent Life</b>	Yes
Spousal	\$2,000
Per Child	\$1,000
Termination	Earlier of age 70 or Retirement
<b>Long Term Disability</b>	
Schedule	67% of monthly earnings
Benefit Maximum	\$5,000
Non Evidence Maximum	\$5,000
All Source Maximum	85.0% gross
Elimination Period	182 Days
Benefit Duration	To age 65
Definition of Disability	Own Occupation for 2 years
CPP/QPP Offsets	Primary
Pre Existing Conditions	3 / 12
Termination Clause	Earlier of age 65 or retirement
Tax Status	Taxable
<b>Extended Health Care (EHC)</b>	
Calendar Year Deductible	None
Overall Maximum	Unlimited
<b>Reimbursement</b>	
Drugs	100%
Hospital	100%
Paramedical	100%
Vision Care	100%
Other Health	100%
<b>Drug</b>	
Pay Direct Drug Card	Yes
Drug Definition	Required by law, Generic Sub, Specialty Drug Program & Prior Authorization Process
Smoking Cessation	Exclude
Fertility Drugs	Subject to a lifetime max of \$5,000/24 months (Maximum for fertility drugs is \$5,000/24 months)
Convalescent Home Rehabilitation Institution	While under the supervision of a physician or registered nurse up to a max of \$20 per day/90 days max which follows a period of hospitalization by less than 14 days

Chronic Care Institution	
Hospital:	
Room Type	Private
Paramedical maximum per calendar year	\$500/calendar yr/practitioner Chiropractor Naturopath Osteopath Psychologist Speech Therapist Chiropodist or Podiatrist Dietitian medical recommendation required
	\$500/calendar year – combined (medical recommendation required) Registered Massage Shiatsu Therapist Physiotherapist Athletic Therapist
Orthopedic Shoes	\$500 per calendar year
Custom Made Orthotics	Reasonable & Customary \$500 per calendar year
Hearing Aids	\$500 per every 5 years
Medical Equipment & Supplies	Reasonable and customary
Vision Care	
Adult	\$375 per 24 months
Child	\$375 per 24 months
Eye Examination	\$75 per 24 months
Definition of Dependent child	21 / 25
Termination Clause	Retirement
Out of Province/Canada Emergency	100% with \$5,000,000 calendar year (6 Month duration however, if you are 71 or older, on leave of absence or not actively at work due to lay off, strike or lock out for a period exceeding 3 months the maximum is \$50,000 per insured person per each consecutive 5 year period. Hospitalization outside Canada in case of emergency, semi private without any limit to the number of days.
Private Duty Nursing	Unlimited maximum for in-home nursing care. The benefit is for RN only and a pre Approval is required
Travel Assist	Yes
Survivor Benefit	24 months
<b>Dental</b>	
Calendar Year Deductible	Nil
Reimbursement	
Preventive	100%
Basic	100%
Major Restorative	50%
Orthodontic Services	50% to a lifetime maximum of \$2,000
Maximum Per Family Member	
Preventive	\$2,000 per calendar year (combined)
Basic	\$2,000 per calendar year (combined)
Major Restorative	\$1,500 per calendar year (Crowns, Dentures and Bridgework.)
Definition of Dependent child	21 / 25
Dental Fee Guide	Current Year
Recall Examinations	Every 6 months
Termination	Retirement