

**COLLECTIVE AGREEMENT**

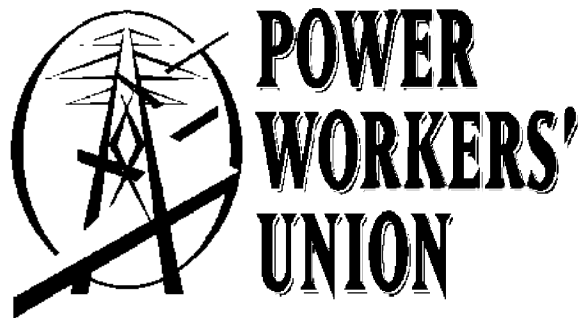
**BETWEEN**

**BRIGHTON BEACH POWER LIMITED (BBPL)**  
Hereinafter referred to as The Company

***BRIGHTON BEACH* Power** →

and the

**POWER WORKERS' UNION (PWU)**  
**CUPE LOCAL 1000**  
Hereinafter referred to as The Union



**November 16, 2021 to November 15, 2023**

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## **ARTICLE 1 – PURPOSE**

The Company and the Union recognize that a well-grounded relationship based on trust, co-operation and commitment is the cornerstone of all successful organizations. The Brighton Beach Power facility is a tolling plant, whose economic well being depends on the station's ability to meet the ever changing demands of the power sector in both long and short terms. The Company and Union are committed to developing and maintaining accountable, knowledgeable and healthy employees, aligned with the business objectives, to achieve success. To these ends, it is in the best interests of the Company and the Union to direct their respective efforts towards the safe, environmentally diligent, efficient and economical operation of the Company's business.

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

Both Management and the Union recognize and share a common interest, respect and commitment to sustainable environmental practices in our workplace.

## **ARTICLE 2 – UNION RECOGNITION**

The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Company in Ontario save and except Facility Manager, Production Manager, Maintenance and Engineering Manager, Commercial Manager, Operations Co-ordinator, one Administrative/Accounting Associate, Unpaid Co-op Students, and Professional Engineers/EITs/Engineering Co-op Students, Maintenance Coordinator, and Commercial Coordinator.

Furthermore, should the Company in its discretion require its employees to perform construction or maintenance work; such employees shall be members of the PWU.

Employees of contractors performing construction or supplemental maintenance work which is defined as major planned outages based on the Long Term Service Agreement (LTSA) schedule which exceeds in house capabilities are not covered by this Collective Agreement.

All work of an ongoing nature to be performed for Brighton Beach Power will be performed by regular employees.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

The Union recognizes the right of the Company to hire, promote, transfer, discharge, suspend, or otherwise discipline any employee for just cause, subject to the right of the Union to challenge such decision throughout the grievance/arbitration procedure. The Union further recognizes the

right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities.

#### **ARTICLE 4 – UNION REPRESENTATIVES**

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

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

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

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

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

#### **ARTICLE 5 – UNION SECURITY**

All employees, as per Article 2, shall be members of the Union and shall as a condition of employment, maintain such membership. In all cases, for employees in the Bargaining Unit as defined in Article 2, the Company shall be responsible for the signing of dues authorization and shall deduct from the semi-monthly wages of each employee, an amount equal to the weekly union dues times 52 divided by 24 in effect at the time and shall transmit the monies so deducted to the Financial Officer of the Union at the times designated by the Union including a list of employees for whom dues are being remitted.

The Company will supply a current list of all bargaining unit members including their employee number, start date and job classification, as well as home contact information (address, phone number and company e-mail address) annually.

## **ARTICLE 6 – SUCCESSOR RIGHTS**

In the event that the Company sells or merges or amalgamates with any other body, or transfers any part or all of its business to another body, the Company undertakes to ensure that the Employer(s) to whom the business is transferred (New Employer) will be bound by this Collective Agreement and that the Union will continue to be the Bargaining Agent for the employees of the Employer(s) to whom the business is transferred.

Should any union file any application at the Ontario Labour Relations Board in an effort to gain representative rights for employees of the New Employer, neither the Company nor the New Employer shall take any position in such proceedings other than to recognize rights of the PWU to represent the employees.

## **ARTICLE 7 – NO STRIKES AND LOCKOUTS**

The Union agrees that neither it, nor its representatives will, during the term of this Agreement, authorize, cause, condone, sanction or take part in any strike, and the Company agrees that it will not cause or direct any lockout of its employees for the duration of this Agreement.

## **ARTICLE 8 – NO DISCRIMINATION**

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

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

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

## **ARTICLE 9 – MID-TERM AGREEMENT**

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

## **ARTICLE 10 – GRIEVANCES/ARBITRATION**

It is the mutual desire of the parties that any complaint, shall be dealt with as quickly as practicable, with full discussion and disclosure in an attempt to avoid the need for a formal grievance.

A formal grievance may be submitted by the Union to the Facility Manager, or his/her designate, within 15 business days after the unresolved issue has been identified. The Facility Manager or designate, will meet with the Union, and if applicable, the employee involved, to discuss and

resolve the issue. The Facility Manager, or designate will render a decision within 5 business days following the day on which the written grievance was presented to him/her.

Failing settlement, the grievance, may be submitted to a formal Joint Grievance Committee including the Facility Manager or his/her designate and the Vice President of the Union or his/her designate within 5 business days after the initial decision of the Facility Manager. The employee initiating the grievance and the employee's supervisor are not eligible to sit on the grievance committee. Subsequent to the meeting the Joint Grievance Committee will render a decision within 5 business days.

Failing settlement, the grievance may proceed to Arbitration, if requested by either party. The parties shall jointly name a single arbitrator. In the event that the parties cannot agree on the naming of an Arbitrator, the Ontario Labour Relations Board shall appoint an Arbitrator. The Arbitrator shall hear and decide the case within 30 days after receipt of notice to Arbitrate. The parties shall each pay one-half of the expenses of the arbitrator. The regular salary for the local Union Steward and the employee related to steps 1 and 2 will be the responsibility of the Company.

No employee shall be disciplined in any manner, demoted, suspended or discharged except for just cause.

The time limits of the grievances/arbitration process as described in this Article may be extended by mutual agreement.

#### **ARTICLE 11 – SENIORITY AND SERVICE CREDIT**

Seniority is bargaining unit wide and accumulation of seniority shall begin on the date of commencement of employment in the Bargaining Unit as defined in Article 2. The parties recognize that accumulation of seniority for existing employees begins with the date of hire with the Company.

Where more than one employee has the same seniority date, seniority will then be based on the employee identification number assigned by the Company where the employee with the lower number is the most senior.

Seniority shall cease for any of the following reasons:

If the employee quits, retires, is permanently promoted out of the scope of the bargaining unit or is terminated for just cause and the termination is not reversed through the grievance procedure.

#### **ARTICLE 12 – SELECTION TO VACANCIES**

All regular positions, including those within one level above the Union's jurisdiction, will be advertised within the bargaining unit when they become vacant.

All vacancies shall be posted in a timely fashion and shall be posted internal to the bargaining unit prior to external posting, for a minimum period of two weeks, this may be waived or shortened with the Principal's Steward's agreement.

Selection will be made to a vacancy within four months of the date the job is posted.

For vacancies, first consideration will be given to regular employees who satisfactorily meet the performance requirements of their present position, meet the minimum qualifications and have the ability to perform the work of the posted position.

In the event that qualification and ability to perform the work are relatively equal, seniority in the bargaining unit shall govern selections.

Qualified temporary employees will be given fair and objective consideration for vacancies after regular employees and before external applicants.

### **ARTICLE 13 – EMPLOYEE CATEGORIES**

#### **Regular Employees:**

Regular employees are those employees who have successfully completed their probationary period. Ongoing work will be performed by Regular Employees.

#### **Probationary Employees:**

Both parties agree that the business requires highly motivated and skilled employees working as part of a team. To that end, new employees shall be required to serve a probationary period of 6 months. A probationary employee is always hired with the intention of making him/her a regular employee at the satisfactory conclusion of the 6 month probationary period. During that period, the Company will assess whether an employee is suitable to be retained. Any decision not to retain a probationary employee is subject to challenge under the grievance/arbitration procedure.

#### **Temporary Employees:**

Temporary employees may be hired for periods up to 9 months to perform work, which would normally be performed by the regular employees. At the request of the Company, the Union may grant extensions to the temporary work period beyond 9 months.

In the event that a temporary employee is selected as a probationary employee, 50% of the time worked as a temporary employee will count towards their probationary period.

#### **Students:**

A student is an employee hired for a specific period of time who intends on returning to High School, University or College following their term of employment.

**ARTICLE 14 – VACATION**

Paid vacation entitlement is earned from January 1 to December 31. An employee may take all of the entitled vacation at any time in the year it is given. An exception to this is a newly hired employee, who must wait at least 6 months from the employment start date to be eligible to take the full vacation given in the year. Requests for vacation from employees within this 6 month window will be considered on an individual basis.

In the event that an employee ceases employment at some time during the calendar year, he/she shall be entitled to the pro-rated amount earned to the date of termination.

Length of vacation will be awarded based on the following years of service:

0 – 4 years of continuous service	120 hours
5 – 10 years of continuous service	160 hours
11 – 18 years of continuous service	200 hours
19 plus, years of continuous service	240 hours

An employee may carry over, with Company approval, up to 60 hours of vacation to be taken in the following year.

Up to 80-hours of vacation may be bought back by the Company on the employee request, given that he/she take a minimum of 80-hours vacation in the first 4 years of employment and a minimum of 75% of their vacation entitlement thereafter in any given year. An exception to this would be an employee whose start date begins at mid-year, in which case the maximum buy back is 40 hours given that he/she takes a minimum of 40 hours vacation in that same year.

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

With the exception of utilizing an available spare Operator, the employee can elect to use their 36-hour overtime allotment coverage for a vacation request.

**ARTICLE 15 – 12-HOUR SHIFT HANDOVER**

Employees who regularly work a continuous 12-hour shift schedule will receive an additional 24 hours paid time off per calendar year. This time off will be scheduled, approved and have the same priority as vacation time. If shift handover exceeds the anticipated timeframes the parties will make appropriate adjustments to shift handover compensation. These options would include additional paid time off and overtime payments.

## **ARTICLE 16 – STATUTORY HOLIDAYS**

The Company recognizes and pays for the following Statutory Holidays for each employee:

New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and three (3) floating holidays. Floating holidays may be taken on such days as the employee and his/her supervisor mutually agreed upon, following reasonable advance notice on the part of the employee.

Employees who regularly work a continuous 12-hour shift schedule and are scheduled off on any of the Statutory Holidays shall receive an additional 12 hours pay.

Employees who are scheduled on vacation when a Statutory Holiday occurs will not have their vacation balance reduced for that day.

### **Remembrance Day**

In addition to the Statutory Holidays named above, those employees who are serving or have served in the Canadian Armed Forces, shall be entitled to Remembrance Day as a paid day off if they are scheduled to work that day.

### **National Day for Truth and Reconciliation**

**In addition to the Statutory Holidays named above, those employees who provide proof of Indigenous status, shall be entitled to a paid day off if they are scheduled to work that day.**

## **ARTICLE 17 – HOURS OF WORK, SHIFT CHANGE NOTICE, OVERTIME, PREMIUMS AND SHIFT DIFFERENTIAL**

### **17.1 Hours of Work**

The Company and the Union agree that flexibility in work schedules benefits both the employee and the Company. The nature of the business requires regular periodic maintenance shutdowns that are generally scheduled on weekends.

Employees may be assigned to either work a continuous shift schedule comprised of 12-hour shifts or a work week consisting of 4x10 hour day shifts in the Monday to Friday window (40) hours or a 5x8 hour day shift to facilitate training, vacation and any other absences. Start and stop times are as flexible as circumstances permit.

The Administrative Associate may also work 5x9 and 4x9 hour alternating day shifts with Company approval.

**The plant will operate on a 5 crew rotation basis with 3 Operating Technicians per crew. The company may operate the plant with two Operating Technicians as needed to**

**accommodate reasonable shift changes, approved time off, training, leaves, and temporary work assignments.**

### **17.1.1 Paid Rest Time**

If an employee, works overtime prior to his/her regularly scheduled shift, he/she shall be permitted to work his/her regularly scheduled shift, unless in the opinion of his/her supervisor, he/she is not fit for work. If the employee works four to eight (4 - 8) hours in the eight (8) hour period immediately preceding the commencement of his/her regularly scheduled shift, he/she shall be allowed eight (8) hours time off for rest, with pay at his/her regular rate. Upon request, the employee may take unpaid time off for the balance of his/her regularly scheduled shift. The supervisor will decide when the employee can be released from the job. Time spent on the final meal shall count as part of the rest period.

### **17.2 Shift Schedules and Shift Change Notice**

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

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

**It is recognized that revisions to the shift schedule can cause disruption to an employee's family commitments or to social and recreational activities which have been planned in advance. It is the Company's intent to minimize the impact of revisions to the shift schedule on the affected employees consistent with good business practices.**

Shift schedules shall be established with the approval 75% of the affected employees, unless it is determined to be detrimental to the cost or efficiency of the plant operation, or the health or safety of the shift workers. The Company will provide the Union with business reasons why the desired schedule cannot be implemented.

When the company reschedules an employee's spare days to a Sunday, the employee will be paid time and one half for all hours worked, excluding during planned outages.

Operations will not be required to work outside their regular individual work week.

### **17.3 Overtime**

All overtime including call-ins and travel time (limited to one hour) will be paid at double time.

The company will make best efforts to distribute the overtime equitably amongst all qualified, regular employees. Temporary employees will be offered overtime after all regular employees have been offered the overtime. Overtime hours offered to and turned down by the employee will be considered as hours worked for the calculation of overtime distribution equity.

### **17.4 Premiums and Shift Differential**

Employees on a regular 12-hour continuous shift schedule will be paid time and one quarter for all hours worked on Saturdays and Sundays. For those scheduled to work on a Statutory Holiday all hours will be paid at double time. A shift differential of 5% of Lead Technician's rate will be added to the base rate.

### **17.5 Planned and Major Maintenance**

To assist in the effective and efficient completion of planned and major maintenance projects the Company will be able to reschedule maintenance employees from 10 hour shifts to 12 hour shifts with 3 days notice. Failure to give such notice will result in the appropriate premium rate for the first 12 hour shift. All nightshift hours worked by maintenance employees will be paid an additional 10% premium of the Lead Technician's rate.

All work on Saturdays, Sundays and Statutory Holidays and scheduled days off shall be paid at double time.

## **ARTICLE 18 – LUNCH AND REST BREAKS**

For non-operations employees, a thirty (30) minute paid lunch break shall be provided at the approximate midpoint of an 8 or 10 hour shift. A Fifteen (15) minute rest period shall be provided at the midpoint of the first half and second half of each scheduled work day.

Shift workers (12 hour days) shall be provided a thirty (30) minute paid lunch period after every four hours of work and a fifteen (15) minute rest period at the midpoint of each four hour segment of the shift.

On extension overtime, a thirty (30) minute paid meal break shall be provided after two (2) hours of overtime, and every four (4) hours thereafter.

A 12 hour overtime shift on a regular day off will require a paid meal break approximately every four (4) hours. An 8 or 10 hour overtime shift on a regular day off will require a paid meal break at the approximate mid-point of the shift. An overtime shift shorter than eight hours on a regular day off will require a paid meal break after four (4) hours.

All Company paid rest breaks and meal breaks shall be flexible and interruptible in accordance with varying daily business requirements.

When an employee works more than two hours beyond their normal daily scheduled hours they shall be paid a meal allowance of twenty-seven dollars and fifty cents (\$27.50) for each lunch period.

On scheduled days off, and providing the employee was notified of the overtime the previous day, an employee shall be entitled to the same meal allowance as they would have on a scheduled work day. If the employee is not notified of the overtime the previous day, the employee is entitled to meal allowance for the normal lunch periods.

#### **ARTICLE 19 – STANDBY/CALLOUT**

The Trade/Technical Specialists will provide 24-hour standby coverage. Scheduling for standby employees will be mutually established between the Company and the employees.

The employee on standby must be available and able to be on site within a reasonable time from being called.

The employee on standby will earn 1 regular hour of pay for each day of coverage Monday to Friday and 2 hours of regular pay for each day of coverage for Saturday and Sunday and three (3) hours of regular pay for each day of coverage (including the Holiday Day) for all Statutory holiday weekends where the Holiday Day is adjacent to the weekend day – otherwise 3 hours of regular standby is payable for the Holiday Day only.

An employee, responding to a callout will earn two times the regular rate for all time worked including reasonable travel time, to a maximum of 2 hours, to and from the workplace. Employees will receive a minimum of 4 hours regular pay when called out.

#### **ARTICLE 20 – REDUCTION OF STAFF**

No regular employee shall be laid off as a result of the contracting out of work.

Reductions of staff will be achieved through attrition or volunteers to the extent possible.

No regular employee shall be involuntarily laid off until the Company and the Union establish the appropriate procedures with respect to issues like severance, recall, transfer to other Company facilities and any other alternatives.

## **ARTICLE 21 – PENSION AND LIFE INSURANCE, EXTENDED HEALTH BENEFITS**

### Definition of Pensioners:

Pensioners are those employees who have remained in BBP employment up to the Normal Retirement Date described in the “Pension Plan for the Employees of Brighton Beach Power L.P.” Member Booklet, or those who have taken early retirement after turning age 55.

### **21.1 Pension and Life Insurance**

The present Pension and Insurance Plan of BBPL forms part of this Collective Agreement. The pension and life insurance plans are generally described in the brochure "Pension and Life Insurance - BBPL". Changes to the plan affecting employees within the jurisdiction of the Union shall be subject to the following:

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

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

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

### Pension Contributions

The company will contribute 9% of base salary. Employee contributions will be a minimum of 2% of base salary with the maximum at the direction of the employee.

### **21.2 Extended Health Benefits – Regular Employees, Probationary Employees, Pensioners and Regular Employees Receiving Workplace Safety and Insurance Board Payments**

Subject to the condition that employees enroll their spouse and dependent children, the Company agrees to pay 100 percent (100%) of the premiums for:

1. OHIP - Covers medical and standard ward hospital services.

2. Supplementary Plan - Covers semi-private hospital services.
3. Extended Health Benefit/Group Dental Plan - Coverage details are contained in the jointly agreed to brochure entitled "Extended Health Benefits for BBLP".

Effective January 1 of each year of the collective agreement, dentist fees will be paid up to the amounts shown in the current ODA Fee Guide.

**An additional allowance of up to \$1000 per year will be available to active employees to be used to offset medical, hospital and dental expenses that are eligible under the Canadian Income Tax Act, and are not paid, or not paid in full under the group plan or any government-sponsored plan.**

**Any unused portion of this allowance will be carried over for a period of one year; however, at no time will any individual have more than \$2000, accumulated allowance.**

#### Post Retirement Benefits:

All post-retirement benefits under this collective agreement shall be funded by a Trust (or another mutually agreeable vehicle) to be established by the Company, in consultation with the PWU. In an orderly manner consistent with the employee and pensioner age demographic and the Shell Energy Conversion Agreement lifespan the Company shall contribute sufficient funds to fund the required post retirement benefits coverage for all active members of the PWU bargaining unit and all employees that have retired from the PWU bargaining unit. Contributions shall be made as required and shall be calculated on the actuarial cost of providing benefits for the lives of BBP pensioners.

The Trust (or mutually agreeable vehicle) shall be established and funded based on the actuarial estimates to provide the agreed benefits coverage during the existence of the Company. At wind up of the Company the Trust (or mutually agreeable vehicle) will be transferred to a mutually agreeable third party to administer.

The Trust will provide for benefits equal to those of active employees, with the following exceptions:

- Short Term Disability and Long Term Disability will terminate upon retirement.
- Employee Basic Life, Employee Optional Life, Basic Dependent Life, and Spouse Optional Life insurance will terminate upon retirement.
- Accidental Death and Dismemberment will terminate upon retirement.
- Post Retirement Out of Country Travel Coverage will be limited to \$50,000 lifetime maximum.

- Private Duty Nursing services will be limited to \$100,000.00 lifetime maximum.

For employees starting after Nov 15, 2008:

Post Retirement Benefits are only available to employees who have worked for Brighton Beach Power for a continuous period of 10 years and retire whilst in the employment of the Company.

#### **ARTICLE 22 – BANKED TIME**

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

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

If no request is made prior to the overtime being worked, payment at the appropriate overtime rates will be automatic and paid, Article 17 will continue to apply.

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

The employee can bank up to 60 hours, and can only renew the 60 hours or a portion thereof after it has been scheduled off or paid out. If the employee cancels scheduled banked time it will be paid out and cannot be put back in the bank. If an employee's scheduled bank time is cancelled by management, that banked time will be returned to the employee's bank, regardless of the balance remaining in the bank.

An employee may carry over up to sixty (60) hours of banked time into the following year, including time already scheduled in the following year. Any banked time in excess of sixty (60) hours will be paid out as of December 31 of each year.

#### **ARTICLE 23 - SALARY AND PAY PROCEDURE**

Salaries are as per Salary Schedule **2021 - 2023**.

Base rates will increase by **1.0%** on November 16, **2021**

Base rates will increase by **1.0%** on November 16, **2022**

It is recognized that Operating Technicians with a second class ticket can obtain the maximum lead rate.

### Relief Rates:

An employee relieving in a higher rated PWU classification will receive the first (1<sup>st</sup>) step on the wage schedule for the higher position which provides an increase over the employee's current rate.

An employee who is formally asked to act in a higher rated non-PWU position, shall be paid a premium of fifteen percent (15%) above their normal rate.

### Escalator Clause (suspended for the term of the collective agreement)

In the third year of the Collective Agreement, namely November 16, 2019 to November 15, 2020 the following formula shall apply:

a) An increase of more than 2.0% in the Ontario All Items Index (2002 = 100) published by statistics Canada in November 2020 over the index for October 2019 will activate the escalator clause.

b) On November 15, 2020, base rates will be increased by an amount equivalent to the amount which the increase to the index exceeds 2.0% in the 12 month period specified in (a) above.

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

### **ARTICLE 24 – CLOTHING AND SAFETY EQUIPMENT**

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

Clean workwear shall be supplied to all production and maintenance employees by the Company. Replacement workwear will be provided whenever reasonably required.

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

The Company shall supply all required personal protective equipment to employees.

Approved eye protection shall be supplied as per individual prescription to all employees who normally wear glasses and are required to wear eye protection for an appreciable amount of time in the performance of their duties.

An employee shall be reimbursed for the purchase of custom-made ear plugs up to a maximum amount of one hundred (\$100.00) dollars every 3 years.

## **ARTICLE 25 – SICK LEAVE/SHORT TERM SICK LEAVE/LONG TERM DISABILITY**

### **25.01 Sick Leave**

The benefits of the Company's Sick Leave Plan shall be considered as part of this Agreement. However, it is recognized that its provisions are not an automatic right of an employee and the administration of this plan and all decisions regarding the appropriateness or degree of its application shall be vested solely in the Company.

The Company's Sick Leave Plan will provide probationary and regular employees with substantial income protection regardless of their seniority.

For each unrelated requirement for sick leave the first fifteen calendar days of each absence shall be paid at 100% by the Company.

Normally employees will be expected to arrange routine medical or dental appointments during non-working hours. Where such appointments cannot be arranged during non-working hours and the employee can be released from his/her duties, the time shall be paid at 100% by the Company.

**Temporary Employees and Students shall earn a sick leave credit of one half (1/2) day at one hundred percent pay for each month of accumulated service.**

### **25.02 Short Term Disability/Long Term Disability**

Coverage details for Short Term Disability and Long Term Disability are contained in the jointly agreed to brochure entitled "Short Term Disability and Long Term Disability Plan".

For periods of sick leave longer than 15 days Short Term Disability benefits will be provided at 66 ⅔% of the base income. The premium is payable by the employee to a maximum of .5% of base income. Short Term Disability benefits are non-taxable.

Long Term Disability benefits will be 66 2/3% of base income and will be taxable. The Long Term Disability premium is payable by the employer.

In the event of denial of the LTD benefits the employee will continue to receive STD benefits until completion of an LTD appeal process.

Extended health benefit coverage, life insurance coverage and employer/employee pension contributions (employee contributions to be maintained at the same level they were at commencement of the medical absence) will be provided by the Company for the period of medical absence and service credit/seniority continues to accrue.

All major medical absence forms will be completed for any absence of 5 continuous days or more or when requested by management. The Company will compensate the employee for the cost associated with completing these forms.

Employees will be required to submit all forms required by management through their personal physician.

Any discipline related to sick leave that is imposed and grieved by the union will be referred directly to an Arbitrator for resolution after the Facility Manager has a reasonable opportunity to resolve the issue.

Employees who are on sick leave for 30 days or more may be eligible to participate in a vocational rehabilitation program in accordance with the Company's policy.

#### **ARTICLE 26 – PREGNANCY/PARENTAL/ADOPTION LEAVE**

A female employee may continue at work during her normal pregnancy until such time as the duties of her position cannot be performed reasonably by a pregnant woman or the performance of her work is materially affected by the pregnancy.

If she has been employed by the Company for a period of thirteen (13) weeks immediately preceding the estimated day of her delivery, she will, on request, be granted a pregnancy leave.

##### Options:

Normal Leave: An eligible female employee may apply for normal pregnancy leave/parental leave of up to seventy-eight (78) weeks duration, commencing no earlier than eleven (11) weeks prior to the expected confinement date. She shall give the Employer two (2) weeks' notice in writing of the day upon which she intends to commence her leave of absence.

When the actual date of delivery is later than the estimated day of delivery, the normal leave of absence shall not end before the expiration of six (6) weeks following the actual date of delivery.

Discontinued Pregnancy Leave: An employee who delivers prematurely and whose child is consequently hospitalized is entitled to discontinued pregnancy leave. She can return to work before the end of her pregnancy leave and complete it when the child no longer requires hospital care.

Physician's Certificate: When an employee applies for pregnancy leave, she must provide the Employer with a certificate from her physician stating that she is pregnant and giving the estimated date of delivery.

Return to Work: Prior to commencing any pregnancy/parental/adoption leave, the employee must indicate in writing their desire to return to work following the leave. The Company will give an employee their previous job upon return to work without loss of seniority.

**Pregnancy Leave Payment:** Employees who are eligible for pregnancy leave shall be paid a pregnancy leave benefit in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this benefit, the employee must provide the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to the Employment Insurance Act.

**Parental Leave/Adoption Leave:** Employees who are eligible for parental leave/adoption leave shall be paid in accordance with the Supplementary Unemployment Benefit (SUB) Plan. Each parent who has been employed by an employer for at least thirteen (13) weeks is entitled to a parental leave/adoption leave of up to sixty-three (63) weeks maximum, following the birth of a child or when the child first comes into custody and care of the parent. The employee shall, where practicable, provide the Company eight (8) weeks notice in writing of the targeted day upon which the leave of absence commences.

**Legal Adoptions – Primary Care-Giver:** In cases of legal adoption where the child is raised in the home the following will apply after receipt of the child.

1. Where the child is less than elementary school age, the primary caregiver will be granted leave of up to 17 weeks.
2. Where the child is elementary school age or older and the primary caregiver requests leave, the duration will be based on the recommendation of the adoption agency with the final decision being made by the Company.
3. The primary caregiver is also entitled to parental leave.

According to the Supplementary Unemployment Benefit (SUB) Plan, payment will consist of:

**PREGNANCY/PARENTAL BENEFITS – ALL GROUPS**

SITUATION	TOTAL WEEKS	PREGNANCY	PARENTAL/ADOPTION LEAVE
BIRTH MOTHER	78wks max	1 week at 93% of weekly salary (SUB paid by BBP before EI benefits begin) + 15 weeks – EI + SUB = 93% +1 week at 93% of your weekly salary paid in the last week of the statutory leave (pregnancy and/or parental leave) prior to returning to work**	3 weeks EI + SUB = 93% + 58 weeks EI
BIOLOGICAL FATHERS/ADOPTION LEAVE	63 wks max	N/A	3 weeks EI + SUB = 93% + 58 weeks EI (*2 week waiting period if required)
LEGAL ADOPTION - (Primary Care-Giver)	78 wks max	1 week at 93% +	3 weeks EI + SUB = 93% +

		15 weeks – EI +SUB = 93% +1 week at 93% of your weekly salary paid in the last week of the statutory leave (parental and/or adoption leave) prior to returning to work**	58 weeks EI
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\*\*If employee is still in receipt of EI benefits in last week of the statutory leave (pregnancy and/or parental and/or adoption leave), payment will be EI + SUB = 93%. This scenario will occur if employee takes less than the full statutory leave. If no EI benefits are payable in last week of the statutory leave (pregnancy and/or parental), SUB paid by BBP will be 93%. This scenario will occur if employee takes the full statutory leave.

These payments will only be made if the employee signs an agreement with the Employer providing:

- (a) that they will return to work and remain in the Company employ for a period of six (6) months from the date of return to work;
- (b) that they will return to work on the date of the expiry of the pregnancy leave, unless the employee is entitled to another leave provided for in this agreement;
- (c) that the employee recognizes that she is indebted to the Employer for the payments received if she fails to return to work as per the provisions of sub-sections (a) and (b).

Benefits: The Employer will pay 100% of the premiums for OHIP, EHB, Supplementary Plan and Dental Plan for employees granted normal or parental/adoption leave. The Employer will also continue to pay its pension plan contribution. There will not be any loss of vacation or sick leave entitlement during normal or parental/adoption leaves.

**ARTICLE 27 – LEAVE OF ABSENCE**

**27.1 With Pay**

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

**27.1.1 General**

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

This leave is based upon reasons of personal emergency, such as severe illness in the immediate family which would necessitate remaining home until adequate arrangements could be made for

outside help, or being in close attendance at a hospital. Also, in cases where an employee is faced with the effects of a severe storm, fire or flood.

## **27.2 Funeral Leave**

A regular employee will be released from duty for a period three (3) days without reducing base earnings in the event of the death of a member of the immediate family including parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, spouse, son, son-in-law, daughter, daughter-in-law, grand-parents, niece, nephew, grandparents-in-law and grandchildren, step-mother, step-father, step-brother, step-sister, step-son, or step-daughter or any other significant family member.

### NOTE

This Article is a guide applicable under ordinary circumstances, on the distinct understanding that it does not set a rigid limit.

## **27.3 Jury Duty/Witness Duty**

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

## **27.4 Annual Training for Reserve Force**

A regular employee who serves with the Reserve Force of the Canadian Armed Forces and can be spared from work may be granted leave of absence in order to attend annual training.

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

## **ARTICLE 28 – TRAVEL AND EXPENSES TO OTHER WORK LOCATIONS**

When required to report to other work locations, all reasonable expenses for travel, meals and lodging shall be paid by the Company. Reasonable travel time shall be paid at straight time rate up to the normal daily scheduled hours and the appropriate premium rate beyond normal daily scheduled hours.

## **ARTICLE 29 – JOINT COMMITTEES**

### **29.1 Joint Pension and Insurance Trust**

1. Scope: To govern the administration and the financial status of the Pension and Insurance Plan covering all plan members and to recommend changes as set out below:

2. Personnel: The "Joint Pension and Insurance Committee" shall meet at least once a year or as requested by either party and shall consist of the following members:
- 2 PWU members, one being the PWU VP, or his/her designate
  - 2 BBPL management members
  - 1 BBPL non-PWU non-management member (as a non-voting committee member)

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

The chair will rotate between BBPL and PWU, one meeting each.

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

3. Function: In governance capacity with access to the necessary information:

Pensions

- (a) Govern BBPL the administration of the Pension Plan as established under the associated regulations and rules, and other applicable legislation.
- (b) Make recommendations respecting the administration of the Pension Plan.
- (c) Promote awareness and understanding of the Pension Plan on the part of Plan members.

Life Insurance

- (a) Review the financial position, premiums and taxable benefits of the life insurance provisions of the Plan.
- (b) Identify potential benefit changes and discuss cost and other implications. Committee recommendations for benefit level changes will be subject to ratification of the respective parent bodies.

## **29.2 Joint Health and Safety Committee**

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

### **1. Goal**

To participate in the formation of health and safety strategy and policy by providing information and opinion from the Union to the Company's executive on employee health and safety.

### **2. Personnel**

- (a) Two representatives of the Company.
- (b) At least two representatives of the Union.
- (c) The chair will rotate between the Company and the Union.

### **3. Function**

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

## **Accident and Incident Investigation**

A worker representative from the local JHSC will participate in Accident/Incident Investigations in which a worker is killed, critically injured or where there was a reasonable potential for serious harm to a worker.

## **ARTICLE 30 – CERTIFICATE / LICENCE RENEWALS AND PROFESSIONAL DUES**

With two (2) weeks notice, employees will be given appropriate time off with pay when they write their certificate/licence exams, if the examination is scheduled to be written during the employee's regularly scheduled shift or the day after working a night shift. Examination fees will be reimbursed by the company.

Work related certificates, licences and professional dues will be covered by the company.

**ARTICLE 31 – TERM OF AGREEMENT**

This agreement is in effect upon ratification and remains in effect until November 15, 2023

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

**SALARY SCHEDULES**

- Note:**
1. Shift differential premium of 5% is to be paid for all shift work hours worked.
  2. Employees must meet set out performance criteria to receive semi-annual increments. The Company agrees to provide the necessary training and equipment for employees to achieve the set out performance criteria defined within each employee’s progression plan. Should the employer fail to supply the necessary training and equipment, progressions will not be withheld.

**BRIGHTON BEACH POWER/PWU COLLECTIVE BARGAINING AGREEMENT 2021-2023 - WAGE SCHEDULE**

1% increase

**TECHNICIAN**

Effective November 16, 2021

	Min	Mid 1	Max 1	Max 2
Entry Level	\$ 32.20	\$ 34.48	\$ 36.74	
Level 1	\$ 39.03	\$ 41.29	\$ 43.54	
Level 2	\$ 45.82	\$ 48.08	\$ 50.38	
Lead	\$ 52.66	\$ 54.91	\$ 57.18	\$ 59.46

1% increase

Effective November 16, 2022

	Min	Mid 1	Max 1	Max 2
Entry Level	\$ 32.52	\$ 34.82	\$ 37.11	
Level 1	\$ 39.42	\$ 41.70	\$ 43.98	
Level 2	\$ 46.28	\$ 48.56	\$ 50.88	
Lead	\$ 53.19	\$ 55.46	\$ 57.75	\$ 60.05

**ADMIN ASSOCIATE**

Effective November 16, 2021

	Min	Mid 1	Max 1	Max 2
Level 1	\$ 25.58	\$ 27.89	\$ 30.19	
Level 2	\$ 32.43	\$ 34.71	\$ 36.99	\$ 39.30

Effective November 16, 2022

	Min	Mid 1	Max 1	Max 2
Level 1	\$ 25.84	\$ 28.17	\$ 30.49	
Level 2	\$ 32.75	\$ 35.06	\$ 37.36	\$ 39.69

**STUDENT**

Effective November 16, 2021

Level 1	\$ 17.33
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Effective November 16, 2022

Level 1	\$ 17.50
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DATED THIS 20th DAY OF April, 2022

**ON BEHALF OF:**

**BRIGHTON BEACH POWER**



**JEFF SAUNDERS**



**Khae Anner**

**ON BEHALF OF:**

**POWER WORKERS' UNION**

