

THIS AGREEMENT ENTERED

INTO THIS 31st DAY OF AUGUST 2023

Between



**Cornwall Street Railway Light & Power Company Limited
Cornwall Ontario - Operating as Cornwall Electric - a
FortisOntario Company
(Hereinafter called the "Company")
PARTY OF THE FIRST PART**

&



**The Employees of the Company Represented by
Power Workers' Union CUPE Local 1000
(Hereinafter called the "Union")
PARTY OF THE SECOND PART**

FOR THE PERIOD

May 1, 2023 - April 30, 2026

This edition is provided for your convenience by Cornwall Electric and contains all changes up to the signing of the agreement on **November 30, 2023**. Any subsequent revisions will be filed with the original contract.

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ARTICLE 1 - MANAGEMENT RIGHTS AND UNION RECOGNITION

1:01 Management Rights

The Union acknowledges that except as specifically restricted by the terms of this agreement or by government statutes, the Company has the exclusive right to manage its business, direct the working forces, make, amend and enforce such rules and regulations as shall from time to time be required.

1:02 Union Recognition

The Company recognizes Power Workers' Union CUPE Local 1000 as the sole and exclusive collective bargaining agency for all its employees save and except forepersons and supervisors, persons above the rank of foreperson and supervisor, secretaries employed in a confidential capacity in matters relating to labour relations, persons regularly employed for not more than twenty four (24) hours per week, and students employed during the school vacation period, or on a co-operation university training program. It is agreed that this Agreement shall not apply to temporary and grounds maintenance employees.

1:03 General

Both parties agree that they shall not exercise their rights in an unjust manner.

ARTICLE 2 - EMPLOYEE CATEGORIES

2:01 Temporary Employees

Temporary employees are persons hired for periods of up to nine (9) months, or up to twelve (12) months in cases of relief to provide for pregnancy and parental leave, and who are not likely to become a part of the Company's continuing organization.

The period of nine (9) or twelve (12) months may be extended by mutual agreement.

2:02 Regular Employees

The term "Regular Employee" includes all employees falling within the scope of this agreement who are employed in a full-time position of a continuing nature and who have successfully completed their "Probationary Period". Unless otherwise qualified the word "employee" shall mean a regular employee.

2:03 Probationary Employees

Newly hired employees shall be considered on a Probationary basis for a period of nine (9) months from the date of hiring, with the exception of trades apprentices and engineering employees where a twelve (12) month probationary period shall apply. During the Probationary Period employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such employees may be terminated at any time during the Probationary Period without recourse to the grievance procedure.

No seniority shall accumulate during the Probationary Period but upon completion of the Probationary Period seniority shall be effective from the beginning of the Probationary Period.

2:04 Permanent Part-Time Employees

Part-time employees will not be offered overtime opportunities until it has been offered to all qualified full-time employees in the department.

In the event that a part-time employee works overtime, any hours worked outside of seven and one-half (7 ½) hours per day will be paid at the applicable overtime rates.

Permanent part-time employees will be entitled to full-time benefit coverage. An additional premium payment will be calculated on a pro-rated basis. Percentage entitlement will be a reflection of hour's entitlement. Years of service to be based on actual hours worked.

For part-time employees, effective January 1, 2010 vacation earnings % will accumulate and be paid out accordingly at time of vacation. Vacation hour's entitlement will continue to be pro-rated on previous year's hours.

Sick leave entitlement calculated on a pro-rated basis.

ARTICLE 3 - UNION SECURITY

3:01 Union Membership

Both parties agree that no employee shall be discriminated against because of his/her membership or non-membership in the Union.

3:02 Check off of Union Dues

Every employee in the bargaining unit shall, as a condition of employment, sign a statement authorizing the Company to deduct from each employee in the bargaining unit, each month, Union Dues or their equivalent and shall forward such funds monthly to the PWU Finance Department. The Company shall supply, with each remittance a list of the employees from which deductions have been made.

The Union agrees to defend and hold the Company harmless against all claims, demands, costs and expenses should any person at any time contend or claim that the Company has acted wrongfully or illegally in making such dues deductions.

3:03 The Employer will supply a current list of all bargaining unit members including their employee number, start date and job classification/occupation code on a semi-annual basis electronically to the Union.

ARTICLE 4 - LABOUR - MANAGEMENT RELATIONS

4:01 Union Committee

The Union shall be represented by a group of up to five (5) stewards in the workplace.

The Union shall advise the Company in writing of any change in personnel in the Committee. The Committee may be accompanied by a representative of the Power Workers' Union.

An additional representative of the Power Workers' Union and or the Principal Steward may attend for purposes of dealing with specific agenda items.

4:02 Recognition of Union Committee

The Company recognizes the stewards whose duties shall be to deal with the Company on grievances and to negotiate, renew or amend this Agreement. The Company agrees to meet with Union stewards on Labour Management matters.

4:03 Time Off For Meeting

Employees shall be paid for time lost from work as follows:

1. The Company will pay for all time lost from work during meetings with Management in the first three (3) steps of the Grievance Procedure.
2. The Company agrees for direct negotiations; there shall be no loss of base wages and benefits for four (4) members of the Union Negotiation Committee up to either party filing for conciliation.
3. The Company will not pay for time lost from work for Arbitration, Mediation or Conciliation proceedings.

ARTICLE 5 - GRIEVANCE PROCEDURE

5:01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Union may elect or appoint one (1) Shop Steward from each of the departments (Line, Customer Service, Shops, Office and Technical) whose duties shall be to assist any employee in the department he/she represents in the preparation and presentation of a grievance under the grievance procedures herein. The Union shall notify the Company in writing of the names of the Shop Steward for each department.

The Company shall, if requested, supply to the Union the name of the Supervisor with whom each Steward shall deal.

5:02 Permission to Leave Work

Employees or representatives of the Union shall not leave their work to discuss grievances without, in each case, obtaining permission from their immediate supervisors, which shall not be unreasonably withheld.

5:03 Conducting Union Business

The Union agrees that neither the Union or its members shall conduct Union activities on Company time, or during working hours other than collective bargaining with Management or the handling of grievances properly arising out of this Agreement.

5:04 No Loss of Wages

Stewards having obtained permission to leave work to process grievances during working hours shall not suffer loss of wages during the first three (3) steps of the Grievance Procedure. Such time spent on grievances shall not be unreasonable.

5:05 Definition of Grievances

The Company and the Union agree that it is the spirit and intent of this Agreement to adjust employee or employer grievances promptly. In order to promote the effective and equitable adjustment of grievances, the Company and the Union agree to adjust any dispute, grievance or misunderstanding arising out of the interpretation or application of any clause in the Agreement, (hereinafter called "Grievance") through the regularly constituted procedure hereinafter set forth.

5:06 Settling of Grievances

It is the intent of the Union and the Company to encourage employees to discuss with their Supervisor any matters which may give rise to a grievance and to seek to resolve these before they become grievances.

Adjustment of grievances shall be settled in the procedure hereinafter set forth.

Step One -

The employee and the Shop Steward shall take up the grievance directly with his/her Supervisor within **ten (10)** working days of the incident. If the grievance is not adjusted within five (5) working days, Step Two may be invoked within three (3) additional working days.

Step Two -

The employee may report the matter to the Steward elected to represent the group, who together with the employee may take up the matter with the Department Manager, or in the Department Manager's absence or if the Department Manager is the Supervisor described in Step 1, then the Regional Manager, and at that time present a written summary of the grievance which shall contain the alleged grievance and a clear statement of the redress sought. If the matter is not adjusted within three (3) working days, Step Three may be invoked within three (3) additional working days.

Step Three -

The grievance may be presented in writing by the Union Committee to the Manager, Human Resources or his/her designated representative. The decision of the Manager, Human Resources or his/her designated representative shall be given in writing to the Union within five (5) working days. If at this stage, no agreement can be reached between the Company and the Union, then the matter may be referred to Arbitration within five (5) additional working days upon the written request of one party to the other party.

5:07 Company or Union Grievance

A grievance arising directly between the Company and the Union shall be submitted in writing, within ten (10) days of the incident to the respective representative of the other party. The party receiving the grievance shall reply within seven (7) working days. If at this stage no

agreement can be reached the matter may be submitted to Arbitration within five (5) additional working days, upon the written request of one party to the other party.

It is expressly understood that the provision of this clause may not be used to institute a grievance directly affecting the employee who could himself/herself institute the grievance thereby by-passing the regular grievance procedure. A grievance submitted by the Union on behalf of an employee shall commence at Step One of the Grievance Procedures but subject to Clause 5:08.

5:08 Grievance re Discharge, Suspension or Lay-Off

An employee filing a grievance on his/her discharge, suspension or lay-off may initiate his/her grievance at Step Three of the Grievance Procedure herein.

5:09 Defects in Form, Technical Irregularities

As provided in Section 123 of the Labour Relations Act, shall apply to grievance and arbitration proceedings under this collective agreement: "no proceedings are invalid by reason of any defect of form or any technical irregularity and no such proceedings shall be quashed or set aside if no substantial wrong or miscarriage of justice has occurred".

5:10 Time Limits

It is agreed that any grievance not processed from one step to the next step within the time limits described herein shall be deemed to have been abandoned by the party instituting same unless the parties have agreed in writing to extend the time limits.

5:11 Mediation/Arbitration

Notwithstanding the above, the parties may reach settlement of a grievance through the services of a Mediator/Arbitrator or other mutually agreeable third party facilitator. The parties shall jointly bear the expenses of the Mediator/Arbitrator or other agreed-to third party.

ARTICLE 6 – ARBITRATION

6:01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Collective Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by Arbitration as defined in the *Ontario Labour Relations Act*. The arbitrator shall be selected from a pool of arbitrators that are mutually agreed to by the parties.

6:02 An Arbitrator/Mediator shall not have the authority to alter, modify or add to the Collective Agreement in any way or to give any decisions contrary to the terms of this Collective Agreement.

6:03 Amending of Time Limits

The time limits fixed in both the grievance and Arbitration Procedure may be extended by mutual consent of the parties to this Agreement.

ARTICLE 7 - NO STRIKE OR LOCKOUT

7:01 No Strike or Lockout

The Company and the Union agree that during the term of this Agreement there shall be no strike by the Union or any of its members, nor a lockout of any employees by the Company, as defined by the Labour Relations Act.

7:02 Picket Lines

Employees are required to cross picket lines to carry out all functions normally part of the Company's operations unless such action can reasonably be expected to endanger the employee.

ARTICLE 8 - SENIORITY

8:01 Seniority

Seniority shall be defined as the length of the latest period of continuous and uninterrupted service in and between Cornwall Electric and St. Lawrence Power Company.

8:02 Seniority List

The Company shall maintain a list showing the date each employee's service commences and showing classification. This list shall be sent to the Union on a semi-annual basis and posted on designated bulletin board(s).

8:03 Loss of Seniority

An employee shall not lose seniority if he/she is absent from work because of sickness, accident, lay-off or leave of absence approved by the Company, except as listed below. An employee shall only lose his/her seniority and thereby cease to be an employee in the event:

1. He/she is discharged for just cause.
2. He/she resigns and does not retract the resignation by the end of the next normal work day for that employee's classification.
3. He/she is absent from work without sufficient cause or without notifying the Company, unless such notice was not reasonably possible.
4. He/she is on lay-off and fails to return to work within seven (7) calendar days of a notice to return to work sent by the Company by registered mail to the last known address of the employee, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Company informed of his/her current address. This clause is subject to Clause 11:05.
5. He/she is laid off for a period longer than one (1) year.
6. He/she receives a cheque for his/her withdrawal allowance from the Pension Plan.
7. He/she retires,

8:04 Accumulation of Seniority

Seniority shall not accumulate during any leave of absence from work without pay for any period of more than thirty (30) days, unless required by the *Ontario Employment Standards Act* or any other Statute.

ARTICLE 9 - VACANCIES, JOB POSTINGS AND TRAINING

9:01 Job Postings

When a vacancy or new classification occurs under this Agreement, employees shall be notified by bulletin which shall state the vacancy open, hours per week, the qualifications necessary and the wage or salary range.

The notice shall be posted on bulletin boards throughout the Company for a period of seven (7) working days, during which any employee may apply.

9:02 Employee Applications

Preference shall be given to employees in making selections for vacancies. Applications from employees shall receive consideration before seeking other applications.

9:03 Methods of Making Appointments

In filling such vacancies, selection shall be based on the qualifications established in the standards set by the Company which shall not be established in an unreasonable manner. In filling such vacancy, where ability, skill and knowledge are relatively equal between two (2) or more qualified bargaining unit employees, the employee with the greater seniority shall receive the preference.

9:04 Notification of Appointments

All applicants shall be notified in writing of the Company's decision on their application before the name of the successful applicant shall be posted.

9:05 Trial Period

An employee who is appointed to a vacancy or other position in the Company shall have a trial period of three (3) months in the new position. At any time, during the trial period, if the employee proves unsatisfactory or the employee finds himself/herself unable to perform the duties of his/her new position, he/she shall be returned to his/her former position.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position. In the event the former position no longer exists the return shall be dealt with under the Article on Lay-off and Recall.

9:06 Changes in Classification

When a new classification within the bargaining unit, not covered in Schedule "A" is established, the hourly wage shall be agreed upon by the parties and added to this Agreement. If the work of an existing classification is materially changed during the term of this Agreement, the rate of pay shall, at the request of either party, become subject to review and or revision. In the event the parties cannot reach agreement on the above, the subject may be submitted to the grievance and arbitration procedures herein by either party and any wage so established shall be retroactive to the time the position was filled by the employee.

9:07 Job Training

The Company and Union recognize the need for training to allow employees to acquire new or greater skills as required for various job classifications, either now in existence at Cornwall Electric or that may develop in the future, and agree to continue to co-operate in the development of these training programs.

9:08 Disabled Employees

Any employee of the Company, who by reason of injury or other health problems becomes unable to continue in his/her regular position may be placed in a position which he/she is capable of doing without regard to other seniority provisions of this Agreement, except that such employee may not displace any other employee with more seniority.

9:09 Employees on Training Programs

For employees who are in a classification in which specific training is provided by the Company, they shall not, while receiving such training, be eligible for any special consideration under Article 9, until the training is fully completed.

9:10 Return from Long Term Disability

When a person on Long Term Disability is declared permanently disabled, and is rehabilitated and a position is available which the Company feels can be filled by that person the Company shall return that person to the employment of the Company under Clause 9:08 and the person's seniority shall be restored for the period up to the date he/she first became eligible for Long Term Disability Benefits and shall accumulate for periods of work with the Company thereafter.

ARTICLE 10 - NOTICES AND CORRESPONDENCE

10:01 Copies to Union

The Company agrees to forward to the Principal Steward, a copy of notices of job postings, appointments, hirings, lay-offs, recalls, termination of employment covered by this Agreement and other notices which the Company deems of general interest to the employees. The notice shall be provided to the Union at least forty-eight (48) hours prior to posting for review.

10:02 Correspondence

All correspondence between the Company and the Union shall pass to and from the Regional Manager or his/her designated representative of the Company and the Power Workers' Union Principal Steward or their designate.

10:03 Notice Boards

The Company shall permit the Union to place Notices of Meetings and other notices reviewed by the Company on designated Company bulletin boards.

ARTICLE 11 - LAY-OFFS AND RECALLS

11:01 Notice of Lay-Off

The Company agrees to give a minimum of two (2) weeks notice to employees and the Union before being laid off. In the case of a stoppage of work, necessitated by a breakdown or other cause beyond the reasonable control of the Company, this clause shall not apply. It is agreed that no person who is a regular employee of the Employer shall be demoted, or laid off, as a result of the contracting out of the work of their department. Further, any temporary employee, students, and any individuals on a government sponsored program will be laid off before any regular employee.

11:02 Roles of Seniority in Lay-offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore in the event of a lay-off employees shall be laid off in reverse order to their seniority unless determined otherwise by mutual agreement. An employee about to be laid off may bump an employee with less seniority providing the employee exercising the right is qualified to perform the work of the less senior employee. The right to bump shall not include the right to bump up.

11:03 Recall Procedure

Employees shall be recalled in the order of their seniority, providing they are qualified to perform the work available.

11:04 New Employees

New employees shall not be hired until employees on lay-off have been recalled in accordance with Clause 11:03.

11:05 Right to Refuse Temporary Employment

Employees on lay-off shall have the right to refuse or accept temporary employment with the Company inside or outside the bargaining unit, without affecting the status of their lay-off and recall.

ARTICLE 12 - DISCHARGE AND SUSPENSION

12:01 Notice

An employee when discharged or suspended shall be advised in writing by the Company, the reason for such discharge or suspension.

ARTICLE 13 - HOURS OF WORK

13:01 Hours of Work

The regular work week shall be Monday through Friday each week as per **13:02, 13:03, 13:04, 13:05** and **13:06**.

13:02 Line and Substation Operations Department Hours

The parties hereto agree to work together to make the best productive use of the employees' hours at work. To that end, lunch breaks will be scheduled as near to the middle of the shifts as practical, so that the two half shifts each day are of approximately equal length. Flexibility will be provided to allow for the individual job requirements. Rest periods (breaks) will normally be taken in such a way that the work site does not have to be dismantled then set up all over again.

For the Line and Substation Operations Department rest periods, including lunch, shall normally be taken at the work site, with the hours of work adjusted to 7:00 a.m. to 3:00 p.m. (from Victoria Day to Labour Day), 7:30 a.m. to 3:30 p.m. (remainder of the year) with the half hour lunch period paid at regular rates. Line and substation employees shall come prepared every day to eat in the field. The provision of the \$10.00 for remaining at the work site, in Article 13.04 will no longer apply.

When emergency work has prevented the line or substation crew from taking a lunch break and the crew can later break for the half hour lunch before the end of the shift, then the meal is paid by the Company. The normal lunch for the line and substation employees shall start between 11:30 a.m. to 12:30 p.m., unless otherwise mutually agreed by the crew to be otherwise, or when emergency circumstances dictate an altered lunch break.

The hours of work as listed below shall be effective as of April 7, 2003:

	Normal Hours	Labour Day <u>to</u> Victoria Day	
Lines, Substation Dispatch	40 hours	7:30am - 3:30pm	1/2 hour paid lunch

	Summer Hours	Victoria Day <u>to</u> Labour Day	
Lines, Substation Dispatch	40 hours	7:00am - 3:00pm	1/2 hour paid lunch

13:03 Hours of Work

The parties hereto agree to work together to make the best productive use of the employees' hours at work. To that end, lunch breaks will be scheduled as near to the middle of the shifts as practical, so that the two half shifts each day are of approximately equal length. Flexibility will be provided to allow for the individual job requirements. Rest periods (breaks) will normally be taken in such a way that the work site does not have to be dismantled then set up all over again.

	Normal Hours	Labour Day to Victoria Day	
Customer Service	37.5 hours	8:00am - 4:30pm	1 hour lunch
	40 hours	7:30am - 4:30pm	1 hour lunch

	Summer Hours	Victoria Day to Labour Day	
Customer Service	37.5 hours	8:00am - 4:00pm	1/2 hour lunch
	40 hours	7:30am - 4:00pm	1/2 hour lunch

	Alternate Hours	Scheduled Between
Customer Service	37.5 hours	7:00am - 6:00pm *
	40 hours	

	Part-Time Hours	Scheduled Between
Customer Service	Less than 37.5 hours per/week	7:00am - 6:00pm *

* It is acknowledged that the Company may require customer service personnel to work Alternate Hours within the noted hours of 7:00am - 6:00pm for the purpose of collection calls or other work as specified. Such arrangements, when required, will be made with at least two weeks advance notice to the employees. Scheduling of existing employees will be on a voluntary basis. Effective the signing of this contract, May 1, 2005, all new employees are subject to the Alternate Hours or Part-Time Hours as listed above as determined by the Company.

	Normal Hours		Labour Day to Victoria Day
Service Technicians	40 hours	7:30am - 4:30pm	1 hour lunch

	Summer Hours		Victoria Day to Labour Day
Service Technicians	40 hours	7:30am - 4:00pm	1/2 hour lunch

	Normal Hours		All Year Round
Stores, Shops, Engineering & Operations	40 hours	6:00am - 4:30pm	1/2 hour lunch adjustments to be made to optimize work flow with rest of Operations group.

	Normal Hours		All Year Round
Attendant & Facilities Systems Operator	40 hours	8:00am - 4:00pm	7:00am - 3:30pm 8:30am - 5:00pm 8:00am - 5:00pm 11:00am - 7:00pm 12:00 noon - 8:00pm 4:00pm -12:00 midnight 12:00 midnight - 8:00am

13:04 Breaks and Lunches

Customer Service office employees' normal lunch break shall begin either at 12:00 noon or 1:00 p.m. All other employees normal lunch break shall begin at 12:00 noon. The above times may be altered at the sole discretion of Management, up to thirty (30) minutes before or after the start of the normal lunch break.

Where the work requires and as authorized by Management, an allowance of ten dollars (\$10.00) will be paid to each employee required to remain at the work site during the normal lunch break. Additionally, crews shall be allowed to work the balance of the lunch break at the applicable overtime rate.

13:05 Break Period

All employees shall be permitted a rest period of ten (10) consecutive minutes in the first and second half of a shift at the discretion of the employee's Supervisor.

13:06 Definition of Shifts

(Applicable to Line, Customer Service/Meter and Shop Employees only)

Evening shifts shall be defined as those shifts in which the major portion of the hours worked occurs between 4:00 p.m. and midnight. Night shift shall be defined as those shifts in which the major portion of the hours worked occurs between 12:00 midnight and 8:00 a.m.

ARTICLE 14 - OVERTIME

14:01 Overtime Defined

It is agreed that it will be necessary for employees to work at times outside the normally scheduled work hours. All time worked beyond the normal work day, the normal work week, or on a Recognized Holiday, shall be considered as overtime except where changed by mutual agreement. It is agreed that this clause constitutes the consent required under any government legislation for employees to work beyond the Hours of Work in Clause 13:01.

14:02 Overtime Rates - Effective from Date of Signing

Employees will be paid one and one-half (1 1/2) times the employee's basic hourly wage for time worked beyond their normal shift except; when required to work on Saturday, Sunday, and Recognized Holidays, or for overtime work performed beyond the first two (2) hours after their regular shift when they shall be entitled to compensation at two (2) times the basic hourly wage.

Shift workers will be paid one and one-half (1 1/2) times the employee's basic hourly wage for time worked beyond their normal shift except; when required to work overtime hours on Saturday, Sunday, and Recognized Holidays, or for overtime work performed beyond the first two (2) hours after their regular shift when they shall be entitled to compensation at two (2) times the basic hourly wage.

14:03 Minimum Call-Out Time

The payment for a call-out shall be the applicable wage but payment shall not be less than the equivalent of two (2) hours at the applicable wage. The minimum payment shall not apply when the overtime is continuous with normal working hours.

On Saturday, Sunday and a Recognized Holiday the payment shall be not less than the equivalent of two (2) hours at double time.

14:04 Sharing of Overtime

It is agreed that overtime and call-out assignments shall be assigned on an equitable basis among employees qualified to do the work in so far as is practical to do so.

14:05 Time Off in Lieu of Overtime Pay

When an employee is required by the Company to work overtime and the employee requests that he/she be allowed time off in lieu of payment for the overtime and the Supervisor agrees that the time requested, can be allowed off without interfering with the operation of the Company, he/she may permit the employee time off equivalent in pay to the overtime payment. The maximum hours an employee may be allowed to bank is eighty-eight (88) hours per calendar year. Any unused Bank Time shall be paid out by the 15th day of January of the following year.

14:06 Make Up Time Not Overtime

When an employee requests time off and it is agreed by his/her Supervisor that the employee may make up this time by working an equivalent time at some other period satisfactory to the Supervisor then this may be permitted and the makeup time shall not be considered overtime.

14:07 Application of 14:05 and 14:06

It is recognized by both parties that the application of Clauses 14:05 and 14:06 is more difficult for some classifications and will be solely at the discretion of the employee's Supervisor.

ARTICLE 15 - RECOGNIZED HOLIDAYS

15:01 List of Holidays

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

The Recognized Holidays for employees not scheduled to work shall be:

All employees shall be paid one (1) regular day's pay for these days except as provided in Clauses 15:02 and 15:03. All employees scheduled to work on these days shall, in addition be paid for hours worked at normal wages.

In addition to the above days, all regular employees shall be entitled to two (2) additional Recognized Holidays in the contract year to be taken with the approval of the employee's Supervisor subject to the efficient operation of the business. In the event that Heritage Day, or other such holiday is proclaimed by the Federal or Provincial Government, the proclaimed holiday will be substituted for this floating holiday. It is agreed that the total of all Recognized Holidays in any contract year shall not exceed thirteen (13) days.

The office and work centre will be closed for a half day in the afternoon on December 24 of each year when the date falls during the regular workweek (Monday-Friday).

15:02 Holiday While Receiving Benefits

If a Recognized Holiday occurs while an employee is eligible to receive payment for the holiday from the Ontario Workplace Safety & Insurance Board, Government Plan or any other benefit under this Agreement, the Company shall pay only the difference between the employee's normal pay for the Recognized Holiday and the payment the employee was eligible to receive from the other source.

15:03 Loss of Holiday Pay

An employee shall not be entitled to holiday pay:

1. If the employee fails, without reasonable cause to work his/her entire shift on the Recognized Holiday if he/she agreed or was required to work that day.
2. If such holiday occurs while he/she is on leave of absence of over thirty (30) days.
3. The employee has been laid off.

15:04 Holidays Falling on Weekend

Whenever any of the above Recognized Holidays falls on Saturday and/or Sunday, it shall be observed on the alternate day established by the Government or Local Order. If no alternative day is established, the Recognized Holiday(s) shall be observed on the next succeeding work day(s), or a day mutually agreed upon by the parties.

ARTICLE 16 - ANNUAL VACATIONS WITH PAY

16:01 Length of Vacations

Vacation with pay for employees covered by this Agreement shall be earned in the twelve (12) months from January 1st to December 31st of each year and this period shall be known as the "Vacation Year".

Effective January 1st of each year, all regular employees who have completed one (1) year or more of continuous service during the Vacation Year shall be entitled to vacation with pay based

on years of continuous service completed during the current year in accordance with **Table 1** in Article 16.

All employees who have completed less than one (1) year of continuous service on December 31st of the previous year shall, after acquiring regular status, have one (1) day of paid vacation during the current year for each full month of continuous service rendered during the previous year up to a maximum of ten (10) working days at the regular basic rate.

The vacation allowance shall be reduced on a pro-rata basis for any periods not worked but not including the annual vacation, recognized holidays, paid sick leave of up to twenty (20) working days per Vacation Year, bereavement leave, leave of up to seventeen (17) weeks and/or parental leave of up to eighteen(18) weeks, jury duty and for a period of up to one (1) year while receiving Ontario Workplace Safety & Insurance Board payments. The Reduced Vacation Allowance shall be calculated as follows:

$$\text{Normal Vacation Allowance} = \frac{(\text{days}) * (260 - \# \text{ of days not worked})}{260}$$

The result if not a whole number shall be the nearest whole number above the result.

16:02 Vacation Time

Each employee shall receive his/her annual vacation and must complete it within the twelve (12) months succeeding the "Vacation Year" in which the vacation is earned unless special permission is obtained from the Company.

16:03 Vacation Schedules

Both parties shall endeavour to complete the vacation schedule to allow for posting by March 31st each year, and the schedule in so far as is practical, shall be maintained.

16:04 Preference in Vacation

Vacations shall be granted on the basis of seniority, but the Company shall retain the right to allot vacations, if necessary to prevent departments from being depleted of personnel, to ensure efficient operation of all departments.

16:05 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, it shall be recognized and paid for as a Recognized Holiday. The employee may request pay for the vacation day displaced by the Recognized Holiday in lieu of a vacation day.

16:06 Vacation Pay on Termination

An employee terminating employment at any time in his/her "Vacation Year" before he/she has had his/her vacation shall be entitled to a proportionate payment of wages in lieu of such vacation.

TABLE 1

VACATION ALLOWANCE COMPLETED DURING THE "VACATION YEAR" SERVICE REQUIREMENTS

4% of gross earnings	0 to 1 year
2 weeks	1 year to 3 years
3 weeks	4 years to 8 years
4 weeks	9 years to 15 years
5 weeks	16 years to 24 years
6 weeks	25 years and thereafter

ARTICLE 17 - LEAVES OF ABSENCE

17:01 General

The Company, at its sole discretion, may authorize a leave of absence without pay to an employee. Where a leave of absence exceeds thirty (30) days, or a leave of up to seventeen (17) weeks and/or parental leave of up to eighteen (18) weeks, the employee at the end of the first thirty (30) days or the end of the above pregnancy and/or parental leave shall cease to receive employee benefits under Article 20, unless suitable arrangements are made by the employee with the Company wherein the employee compensates the Company for both the employee and Company share of the cost of the benefits. Such leave shall not be withheld unjustly.

17:02 Union Conventions and Business

Employees who are members of any Committee of the Union, Officers, or elected delegates to a convention of the Union shall be permitted a leave of absence without pay. The total of all such leaves in the Bargaining Unit shall not exceed twenty-five (25) days. The Company reserves the right to limit the number of employees on such leaves of absence at any one time. Upon written request to the Company, the Company may at its sole discretion permit additional days. An employee shall receive the pay and benefits provided for in this Agreement when on said leave of absence. However, the Union shall reimburse the Company for all pay and benefits under Article 20 of this Agreement during the period of absence.

17:03 Bereavement Leave

In cases of death occurring in the family of an employee he/she shall be allowed time off without loss of pay to attend the funeral as follows:

Spouse, (common-law), son, daughter, mother, father, up to five (5) working days; sister, brother up to four (4) working days to be taken as close to the date of the funeral as practical. Father-in-law, mother-in-law, step-father, step-mother, sister-in-law, brother-in-law, grandmother, grandfather, and grandchildren, up to three (3) working days to be taken as close to the date of the funeral as practical.

Step-sister, step-brother, son-in-law, daughter-in-law, aunt, uncle, niece and nephew, one (1) working day. When additional time is requested for extended travel or other unusual circumstance, the Company may, at its discretion provide additional time.

17:04 Jury or Court Witness Duty

The Company shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court in Ontario, Quebec or New York State. The Company shall pay such an employee the difference between his/her normal earnings and the payment he/she receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

Compensation will only be paid for the period the employee is scheduled to work in the regular work week as defined in Clause 13:01.

17:05 Special Leave

An employee may be allowed time off without loss of pay for a doctor or dental appointment at the discretion of the Company.

17:06 Sickness

Any employee off duty on account of sickness or non-work related injury for more than three (3) consecutive days may be required to produce a doctor's note from his/her own doctor, confirming how long it will be before the employee can return to his/her regular duties, or what temporary restrictions may permit the employee to return to modified work. In case of a lengthy or serious illness, an employee may be required to undergo a medical examination as to the employee's fitness to resume his/her regular duties. The Company reserves the right to call for an examination by its own medical advisor. In case the two doctors' reports disagree, they shall be asked to make a joint report or confer with a third doctor.

17:07 Compassionate Leave

The Company agrees to give ten (10) unpaid compassionate days per year in order for an employee to care for a family member as defined by Employment Insurance eligibility requirements.

ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

18:01 Pay Days

The Company shall pay wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. In so far as is practical, pay will be distributed bi-weekly on Fridays prior to or at the lunch period, with the exception of shift workers. When pay day falls on a holiday the employee shall be paid on the previous day where practical.

18:02 Wage Rates and Job Classifications

The schedules attached hereto form part of this Agreement for pay purposes only, and shall in no way be interpreted as a guarantee that any particular classification shall be a continuing requirement.

As a general practice, employees shall progress from the minimum to maximum as indicated in the respective wage schedule, but in the event that an employee fails to make satisfactory

progress his/her advancement may be withheld and the employee shall be advised on the reasons for this.

An employee selected to fill a vacancy in another classification with a higher wage rate shall be classified in the pay step next above the employee's existing pay scale.

18:03 Pay During Temporary Transfers

It is hereby agreed and understood by both parties that employees shall temporarily do work outside their classifications when necessary at the discretion of the Company and will be for such time under the direction of the Supervisor of the Department in which they temporarily work.

When an employee in these Departments temporarily substitutes in, or performs the principal duties of a higher paying classification for more than two (2) hours, he/she shall receive the rate for the job for time worked when approved by the Company.

When an employee is assigned by the Company to a position paying a lower rate, his/her rate shall not be reduced until after sixty (60) consecutive working days. Where the transfer of an employee is made because of lack of work in his/her present classification or because the employee is temporarily unable to do his/her work, his/her rate shall be reduced after forty (40) hours.

18:04 Vacation Pay

The payment for each week's vacation allowance specified in Article 16 shall be calculated as one normal week's hours of work at the employee's rate at the time the vacation payment is made.

18:05 Standby Time

- (A) A Powerline Technician, or Mechanical Technician assigned by the Company to be on standby shall be ready and available to work on trouble calls after his/her normal working hours for a period of one (1) week. He/she shall not be required to remain in or about the place of business of the Company or any other particular location, but shall inform the Company where he/she can be readily contacted by phone and be available for work in the event of a call-out.
- (B) A Powerline Technician, System Operator, Facility System Operator or Mechanical Technician shall receive the following:
 - May 1, 2023 = **\$310.00/week**, for one (1) week on Standby Duty.
 - May 1, 2024 = **\$320.00/week**, for one (1) week on Standby Duty.
 - May 1, 2025 = **\$330.00/week**, for one (1) week on Standby Duty.

An additional **\$50.00** per statutory holiday occurring in a standby week.

- (C) In addition to (B) above, the Powerline Technician, or Mechanical Technician on Standby shall receive compensation for work performed at the applicable rates and minimum call-out period.
- (D) When a Powerline Technician is appointed to substitute as a Line Crew Leadhand on Standby Duty, he/she shall receive an additional \$35.00 per week.

- (E) The Leading Customer Service Technician, Lead Hand Mechanical Technician, assigned by the Company to be on Standby shall be ready and available to work on trouble calls after his/her normal work hours for a day at a time. He/she shall not be required to remain in or about the place of business of the Company or any other particular location, but shall inform the Company where he/she can be readily contacted by phone and be available to respond to trouble calls and/or delegate the work.
- (F) The Leading Customer Service Technician, Lead Hand Mechanical Technician, shall receive an amount per day equal to the daily rate based on 18:05 (B).
- (G) In addition to (F) above, the Leading Customer Service Technician, Lead Hand Mechanical Technician, on Standby shall receive compensation for work performed when called out at the applicable rates and minimum call-out period.
- (H) The Leading Customer Service Technician when substituting as the Service Supervisor on Standby duty shall receive an additional \$5.00 per day.
- (I) Whenever possible a minimum of two (2) days' notice will be given before the Leading Customer Service Technician is placed on call.

18:06 Temporary Appointments as Leadhand or Supervisor

When an employee is appointed by the Company to temporarily substitute for a Leadhand or a Supervisor the employee appointed shall receive an hourly wage which is 10% over his/her normal hourly wage for the hours worked this period.

When an additional Line Crew Leadhand is temporarily required, the Powerline Technician who is appointed to act as the temporary Leadhand shall receive a hourly wage which is 10% over his/her normal hourly wage for this period.

18:07 Shift Bonus

A shift bonus of:

May 1, 2002 - 80 cents per hour will be paid to shop employees who are required to work 12:00 midnight to 8:00 a.m. and

May 1, 2002 - 70 cents per hour will be paid to those required to work 4:00 to 12:00 midnight.

Attendants required to work 11:00 a.m. to 7:00 p.m. will receive a shift bonus from 4:00 p.m. to 7:00 p.m. No bonus will be paid when the above work is overtime work.

18:08 Meal Allowances

The Company shall provide a meal to employees engaged in emergency and planned overtime after four (4) consecutive hours and each four consecutive (4) hours thereafter, subject to the following:

- Reimbursement shall be paid through payroll in the amount of **\$20.00** for each meal allowance.
- Where the Company brings in meals, no reimbursement will be provided.

- When an employee is called in within two (2) hours preceding his/her regular work day, he/she shall have his/her breakfast paid for by the Company and his/her time shall continue on.
- When an employee works one-half (1/2) hour or less during the lunch break, his/her time shall continue on for the full lunch break. Meal will be at the employee's expense. When an employee works more than one-half (1/2) hour during the lunch break, his/her time shall continue on and the meal shall be at the Company's expense.
- If an employee works:
 - Two (2) hours after the end of his/her regular scheduled shift, a meal will be paid for by the Company on the employee's own time.
 - If the work continues more than three (3) hours after the end of his/her regular scheduled shift, the employee shall be allowed time for a meal and his/her time shall continue on, and meals will be provided at intervals of four (4) hours thereafter for continued overtime work.
 - Planned overtime, after midnight, that must be completed before power can be restored shall have no break, but the employee will be allowed a meal on his/her own time after the work is completed.
 - Overtime meal breaks shall be of one-half (1/2) hour duration unless unusual circumstances prevail, then they shall be at the discretion of the employee's immediate Supervisor.

18:09 Clothing Allowance

The Company agrees to provide clothing and other supplies as outlined for use at work and the employee agrees that the current issue of such clothing and other items supplied shall only be used while at work with the Company and that clothing shall only be worn a reasonable period of preparation for work and returning home after work.

The Company agrees to supply free of charge, for use of Powerline Technicians and Power Systems Technicians, overall and leather gloves, finger mitts, liners and one (1) parka every third (3rd) year or as required.

Except as otherwise provided herein, the Company agrees to continue to provide safety clothing in accordance with Infrastructure Health & Safety Association (IHSA) and current legislation on an as needed basis as determined by the Company and in accordance with the current Safety Clothing Policy Document No. FO-1 as of May 1, 2019.

Lines & Substations

The Company agrees to supply free of charge, leather gloves, finger mitts, liners and one (1) parka every third (3rd) year or as required.

Shops and Stores

The Company agrees to supply free of charge, for use of shop/stores employees, overalls, gloves as required. Every third (3rd) year, if required due to wear, a winter coat (parka) or insulated coveralls will be provided at employees' option.

Service and Meter

The Company agrees to supply free of charge, for the use of Service and Meter Department employees making service calls, one (1) cap every year, winter coat (jacket style), raincoats, rubber boots or other clothing protectors as circumstances warrant.

Engineering Office

The Company shall have available coveralls, and rubber boots as required. A parka will be supplied every third (3rd) year to the Jr. Engineering Technologist and the Engineering Technologist.

Safety Shoes - Payment on Production of Receipt Only

Effective May 1, it is agreed that for employees required to wear safety shoes the Company will pay 100% of the cost of such shoes to a maximum of **\$330.00** every year on receipt of an invoice. No monies will be carried forward.

18:10 Motor Vehicle Operators License

Each employee whose job it is to drive Company vehicles shall hold an effective operator's license for the class of vehicle involved. The Company shall pay to each of these employees who are on the payroll as of January 1 of each year, an amount equal to the pro-rate cost for one (1) year of the operator's license fee.

18:11 Tools

The Company agrees to replace employees' private tools broken or worn out while doing Company work, or lost by other employees who have borrowed them with the Supervisor's permission.

18:12 Workplace Safety & Insurance Board Compensation

Whenever occupational disability or recurrence thereof extends beyond seven (7) days to a maximum of twelve (12) months, a regular employee eligible for benefits under the *Workplace Safety and Insurance Act* shall receive a WSIB top-up, in the form of a pay cheque and subject to normal payroll source deductions. The WSIB top-up will be equal to straight time pay for each scheduled straight time hour lost less 85% (or the applicable WSIB benefit amount) of the employee's average earnings (to be determined by the WSIB). In addition to the WSIB top-up, the employee shall receive 85% (or the applicable WSIB benefit amount) of their average earnings (to be determined by the WSIB) in the form of an interest free WSIB related loan. WSIB benefits subsequently received by the Company will be applied to the advanced interest free loan. Any overpayment or underpayment on the interest free loan, from the benefit claims received by the Company, will be adjusted to the employee's compensation using the above said manner once the claim has been finalized and closed by WSIB. The purpose of this clause is to ensure that employees will not suffer any decrease in the level of their regular pay group rate as a result of their medically substantiated occupational disability.

18:13 Personal Eye Protection

It is agreed that where the Company requires that personal eye protection be worn for the work being performed, the Company will specify and provide the eye protection and the employees will

wear the eye protection. Where the protection specified is safety glass and the employee wears prescription glasses the safety glasses will be provided with prescription lenses.

ARTICLE 19 - PENSION

19:01 All regular and probationary employees shall participate in the OMERS Pension Plan.

ARTICLE 20 - HEALTH AND WELLNESS

20:01 General

The date, benefits and insurance are of a summary nature only and are definitely set out in the master policies and in the summary of employee health and wellness plans issued by the Company. The cost data is that in effect as of the date of signing. The Company reserves the right to provide equivalent coverage through other carriers providing they are discussed with the Union prior to implementation.

20:02 Eligible Employees

It is agreed that all permanent employees shall be included in these plans.

20:03 Group Insurance

Effective August 19, 2016 - all new employees shall not be entitled to Group Insurance under 20:03. The Company will offer an employee paid Optional Life insurance plan.

Employees Life

- Employee - two (2) times salary, as of January 1st each year
- Maximum of above not to exceed \$100,000
- Reducing on retirement to one half (1/2) of the last recorded salary prior to retirement, but not exceeding \$6,000
- Employee cost - 15 cents per \$1,000 of insurance

Employee Dependents

- Spouse - \$5,000
- Children 14 days to 1 year - \$500.00
- 1 year to 19 years - \$5,000.00 (dependent students to age 25)
- On retirement, the insurance on the spouse continues until the death of the retired employee
- Employee share - 18 cents per month

20:04 Sick Leave

For employees hired prior to May 1, 1994, on completion of sixty (60) days of work with the Company, when unable to work due to sickness or accident, shall be permitted time off without loss of pay as follows:

3 months to 5 years service - 20 weeks

For each additional year of service, completed after 5 years, add 2 weeks to a maximum of 30 weeks.

For employees hired on or after May 1, 1994, on completion of sixty (60) days of work with the Company, when unable to work due to sickness or accident, shall be permitted time off without loss of pay as follows:

up to 5 years - 15 weeks

after 5 years - 20 weeks

For each additional year of service, completed after five (5) years, add two (2) weeks to a maximum of thirty (30) weeks. At the Company's discretion, the above may be extended for special cases.

An employee, to be eligible to receive this sick leave pay must advise his/her immediate Supervisor at the beginning of the absence of the reason for the absence, the expected time off, keep his/her Supervisor regularly informed of his/her progress to return to work or any extension of the time off and provide the evidence of the "care of a doctor" required by the plan.

20:05 Supplementary Medical and Semi-Private Hospital Coverage

The plan covers:

- Drug Card
- Supplementary medical coverage
- \$25.00 deductible for single or family each year, with balance of payments of 100%.
- Semi-private hospital coverage
- \$12.00 dispensing fee cap on prescription drugs
- Prior Authorization
- Dispensing Fee Limit of four (4) times per/year for applicable maintenance drugs.

The current plan will be modified to a mandatory generic drug plan. All eligible employees and their dependents shall be subject to the mandatory generic drug definition. Employees who utilize brand name prescription drugs will be required to pay the cost difference the brand name drug and the generic substitution. 100% of the premiums are paid by the Company

The Company will reimburse employees for the cost of a doctor's note if required for a drug appeal process upon submission of a receipt.

20:06 Long Term Disability

- Benefit - 65% of salary to a maximum salary of: May 1, 2009 = \$75,000
- Elimination Period - 30 weeks
- 100 % of the premiums are paid by the Company

20:07 Dental Plan

A basic dental plan plus major restorative. General description of coverage:

- \$25.00 deductible for a person or family per year
- \$2,000.00 maximum per two (2) years

- Coverage is 100% of examinations, x-rays, fillings, extractions, root canals, gum treatments
- Coverage is 50% of inlays, crowns, partial dentures, full dentures, and bridges
- Orthodontic procedures type "D" (available for children under 19 yrs. of age at time of treatment). Benefit - 50% of cost to a lifetime maximum of \$1,500.00

80% paid by the Company

20:08 Retiree Benefits

Employees hired after the signing of this contract, dated May 1, 2005, will have health and dental retiree benefits from the date of retirement to the age of 65, provided that they have a minimum of twenty (20) years' continuous service with the Company.

Employees and their eligible dependents hired prior to April 30, 2005, will be covered under the terms and conditions of the Company's retiree benefits policy.

20:09 It is agreed that the benefits resulting from the settlement of this Agreement satisfy any requirements for rebate under the legislation covering Employment Insurance and the Ontario Health Insurance Plan.

20:10 Vision Plan

A benefit provision of **\$475.00** per person in any consecutive 24-month period for employee and dependents; every 12- months for those 18 and under. The eye examination shall be reimbursed at 100% by the employer once in any consecutive 24-month period.

ARTICLE 21 - JOB SECURITY

21:01 In Event of Merger

Should the Company merge, amalgamate or combine its operation with another Company, the Company agrees insofar as is practical to do so, to provide for the employees involved, full credit for their employment with the Company prior to such change and to integrate same with employees of any other companies involved in the change.

21:02 In Event of Sale

It is agreed that in the event of sale of the Company's assets and undertakings, the Company will make every reasonable effort to ensure that this Agreement and the continuation of employment of all employees will be recognized by the purchaser.

21:03 Adverse Weather

The Company will provide alternate work during adverse weather conditions with no loss in pay. Employees are expected to do any work that is provided for them, but will be assigned to other work as closely applicable to their work as is available. In determining whether or not adverse weather conditions exist consideration shall be given to both temperature and wind conditions at the work location and it shall be the intent that the adverse weather conditions shall not be of such undue severity that the safety of the employee would be endangered. It is agreed that Emergency Work will be done regardless of weather conditions consistent with safe practices.

ARTICLE 22 - SAFETY

22:01 Safety Committee

The Company and employees will abide by the requirements of the Ontario Occupational Health and Safety Act and any amendments thereto.

ARTICLE 23 - GENERAL CONDITIONS

23:01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the entire Agreement shall not be invalidated and the remainder of the Agreement shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiation on the portions affected only.

23:02 Copies of the Agreement

The Union and the Company desire every employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the Company shall provide sufficient copies of the Agreement within thirty (30) days of signing.

23:03 Amendment to Agreement

Any amendment mutually agreed upon shall be signed by both parties and form part of this Agreement.

23:04 Residency Requirements

Because of the importance of our service to the community, the Company has always required that employees, subject to calls for emergency work, live in the Cornwall area where they can be reached by phone and be at work in a reasonable time.

An employee, who may be subject to call to work on an emergency, may reside anywhere in the Cornwall area providing:

- (a) They are readily available by phone;
- (b) They live within a forty (40) kilometer radius to the work center.

The main residence of all existing employees shall be considered by the Company to meet the above definitive statement. Any relocations will however be expected to conform to the above.

23:05 Incorporations of Letters of Agreement and Understanding

Any Letter of Understanding and/or Agreement negotiated between the Company and the Union, shall be deemed to form part of this Agreement. A Letter of Understanding and/or Agreement shall be identified by a heading and must be signed by authorized representatives of both parties.

23:06 All Letters of Understanding and/or Agreement given during negotiations shall be considered to be part of this Agreement and therefore arbitral.

ARTICLE 24 - TERM OF AGREEMENT

24:01 Effective Date

The Agreement shall be binding and in effect, from date of signing to **April 30, 2026** and shall continue from year to year thereafter unless either party gives to the other party notice in writing at least sixty (60) days prior to the termination date in any year that it desires its termination or amendment.

24:02 Retroactive Pay

The increased hourly and weekly wages of Schedule "A", the increased payments under Clauses 18:05 Standby Time, 18:06 Temporary Appointments as Leadhand, Foreperson or Supervisor and 18:07 Shift Bonus, and overtime hours only shall be retroactively applied back to **May 1, 2023**.

ARTICLE 25 - TRAVELLING TO WORK SITES OUTSIDE THE CORNWALL REGION

It is understood that employees may be required to work at work locations outside their normal work place that will require overnight stays. In such instances the following will apply:

1. In all cases of work to be carried out by employees outside the Cornwall region a rotational schedule may be applied wherever practical, respecting the employee's personal circumstances. Should the Company have an insufficient number of volunteers, the Company will meet with the Union to discuss alternate mechanisms;
2. The employee will be provided with a meal allowance of twenty dollars (\$20.00) per meal to a maximum of sixty dollars (\$60.00) per day.
3. The Company reserves the right to establish accommodation with due regard to the well-being of the employee;
4. The employee's current base wage will be upgraded by 5% for all non-travel work hours at the assigned work site; (this does not apply to training/seminars/conferences.)
5. Out of town work stays will not exceed seven (7) consecutive days unless agreed to by the employee;
6. All employees shall be entitled to a fifteen (15) minute telephone call home, each day, paid for by the Company.

SCHEMULE "A" Office Technical and Stores Wage Rates in Top Step of Classification	3.75% 01-May 2023	3.25% 01-May 2024	3.00% 01-May 2025
Customer Service/General Clerk	\$ 34.50	\$ 35.62	\$ 36.69
Customer Service Cler	\$ 34.50	\$ 35.62	\$ 36.69
Credit & Cust Service Clerk	\$ 35.43	\$ 36.58	\$ 37.68
Billing Accounts Clerk	\$ 34.50	\$ 35.62	\$ 36.69
Customer Service Quality Analyst	\$ 38.98	\$ 40.25	\$ 41.46
Service Clerk	\$ 34.50	\$ 35.62	\$ 36.69
Engineering Clerk	\$ 34.50	\$ 35.62	\$ 36.69
Operations Clerk	\$ 35.43	\$ 36.58	\$ 37.68
Draftsperson I	\$ 30.11	\$ 31.09	\$ 32.02
Draftsperson II	\$ 35.15	\$ 36.29	\$ 37.38
Draftsperson III	\$ 38.85	\$ 40.11	\$ 41.31
Senior Draftsperson	\$ 41.89	\$ 43.25	\$ 44.55
Junior Engineering Technologist	\$ 42.25	\$ 43.62	\$ 44.93
Engineering Technologist	\$ 45.64	\$ 47.12	\$ 48.53
Stockkeeper	\$ 34.97	\$ 36.11	\$ 37.19
Stockkeeper A	\$ 38.46	\$ 39.71	\$ 40.90

**Schedule "A" - Percentages of Top Wage for Each Step
Months of Service in Classification**

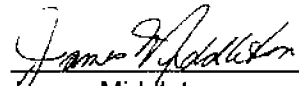
CLASSIFICATIONS	0 to 6	6 to 12	12 to 18	18 to 24	24 to 36	36 to 48	Over 48
Customer Service Clerk Engineering Clerk Service Clerk Credit & Customer Service Clerk Customer Service General Clerk Operations Clerk	80	85	90	95	100 &	thereafter	
Billing Accounts Clerk	75	80	85	90	95	100 & thereafter	
Junior Engineering Technologist Engineering Technologist	75	80	85	85		95	100
Draftsperson I Draftsperson II Draftsperson III Senior Draftsperson	80	85		90	95	100 & thereafter	
Stockkeeper	90	95	97.5	100 &	thereafter		
Stockkeeper A	100						

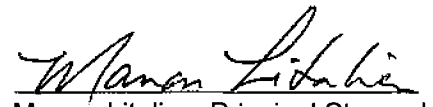
Schedule "A"				
Operations, Service, Shop - Wage Rates and Job Classifications				
Effective May 1, 2023 (3.75%)				
	1st	2nd	3rd	Balance
	6 mos	6 mos	6 mos	
First Year Powerline Apprentice	\$ 22.83			\$ 25.35
Second Year Powerline Apprentice				\$ 29.81
Third Year Powerline Apprentice				\$ 35.37
Fourth Year Powerline Apprentice				\$ 39.41
Powerline Technician				\$ 44.58
Powerline Technician Leadhand				\$ 49.03
Dispatcher	\$ 38.47			\$ 44.58
Power System Technician Trainee				\$ 33.44
Power Systems Technician I				\$ 35.66
Power Systems Technician II				\$ 37.89
Power Systems Technician III				\$ 40.13
Power Systems Technician IV				\$ 42.35
Power System Technician V				\$ 44.58
Power Systems Technician VI				\$ 45.69
Power Systems Technician				\$ 46.83
Journey Meter/Customer Service				\$ 42.08
Customer Service Rep. I	\$ 25.35	\$ 27.23	\$ 29.40	\$ 32.77
Customer Service Rep. II	\$ 31.04	\$ 32.97		\$ 35.43
Customer Service Technician I	\$ 37.22	\$ 37.94		\$ 38.85
Customer Service Technician II	\$ 39.73	\$ 40.61		\$ 42.08
Leading Customer Service Technician				\$ 45.52
Shop Helper	\$ 28.31	\$ 29.01		\$ 29.75
Attendant	\$ 29.04	\$ 29.79		\$ 30.49
Attendant/Operator	\$ 31.09	\$ 31.91		\$ 32.66
Facilities System Operator	\$ 29.90	\$ 31.39	\$ 32.96	\$ 34.62
Utility Person				\$ 34.50
Auto Mechanic	\$ 35.66	\$ 36.48		\$ 37.13
Leadhand Automotive				\$ 40.56
Mechanical Technician	\$ 40.41	\$ 41.34		\$ 42.08
Leadhand Mechanical Technician	\$ 43.69	\$ 44.70		\$ 45.52
Chief Operating Engineer				\$ 38.85

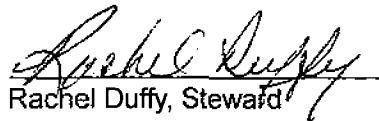
Schedule "A"				
Operations, Service, Shop - Wage Rates and Job Classifications				
Effective May 1, 2024 (3.25%)				
	1st	2nd	3rd	Balance
	6 mos	6 mos	6 mos	
First Year Powerline Apprentice	\$ 23.57			\$ 26.17
Second Year Powerline Apprentice				\$ 30.78
Third Year Powerline Apprentice				\$ 36.52
Fourth Year Powerline Apprentice				\$ 40.69
Powerline Technician				\$ 46.03
Powerline Technician Leadhand				\$ 50.62
Dispatcher	\$ 39.72			\$ 46.03
Power System Technician Trainee				\$ 34.53
Power Systems Technician I				\$ 36.82
Power Systems Technician II				\$ 39.12
Power Systems Technician III				\$ 41.43
Power Systems Technician IV				\$ 43.73
Power System Technician V				\$ 46.03
Power Systems Technician VI				\$ 47.17
Power Systems Technician				\$ 48.35
Journey Meter/Customer Service				\$ 43.45
Customer Service Rep. I	\$ 26.17	\$ 28.11	\$ 30.36	\$ 33.84
Customer Service Rep. II	\$ 32.05	\$ 34.04		\$ 36.58
Customer Service Technician I	\$ 38.43	\$ 39.17		\$ 40.11
Customer Service Technician II	\$ 41.02	\$ 41.93		\$ 43.45
Leading Customer Service Technician				\$ 47.00
Shop Helper	\$ 29.23	\$ 29.95		\$ 30.72
Attendant	\$ 29.98	\$ 30.76		\$ 31.48
Attendant/Operator	\$ 32.10	\$ 32.95		\$ 33.72
Facilities System Operator	\$ 30.87	\$ 32.41	\$ 34.03	\$ 35.75
Utility Person				\$ 35.62
Auto Mechanic	\$ 36.82	\$ 37.67		\$ 38.34
Leadhand Automotive				\$ 41.88
Mechanical Technician	\$ 41.72	\$ 42.68		\$ 43.45
Leadhand Mechanical Technician	\$ 45.11	\$ 46.15		\$ 47.00
Chief Operating Engineer				\$ 40.11

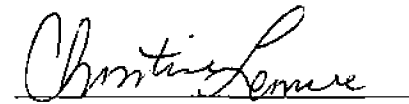
Schedule "A"				
Operations, Service, Shop - Wage Rates and Job Classifications				
Effective May 1, 2025 (3.00%)				
	1st	2nd	3rd	Balance
	6 mos	6 mos	6 mos	
First Year Powerline Apprentice	\$ 24.28			\$ 26.96
Second Year Powerline Apprentice				\$ 31.70
Third Year Powerline Apprentice				\$ 37.62
Fourth Year Powerline Apprentice				\$ 41.91
Powerline Technician				\$ 47.41
Powerline Technician Leadhand				\$ 52.14
Dispatcher	\$ 40.91			\$ 47.41
Power System Technician Trainee				\$ 35.57
Power Systems Technician I				\$ 37.92
Power Systems Technician II				\$ 40.29
Power Systems Technician III				\$ 42.67
Power Systems Technician IV				\$ 45.04
Power System Technician V				\$ 47.41
Power Systems Technician VI				\$ 48.59
Power Systems Technician				\$ 49.80
Journey Meter/Customer Service				\$ 44.75
Customer Service Rep. I	\$ 26.96	\$ 28.95	\$ 31.27	\$ 34.86
Customer Service Rep. II	\$ 33.01	\$ 35.06		\$ 37.68
Customer Service Technician I	\$ 39.58	\$ 40.35		\$ 41.31
Customer Service Technician II	\$ 42.25	\$ 43.19		\$ 44.75
Leading Customer Service Technician				\$ 48.41
Shop Helper	\$ 30.11	\$ 30.85		\$ 31.64
Attendant	\$ 30.88	\$ 31.68		\$ 32.42
Attendant/Operator	\$ 33.06	\$ 33.94		\$ 34.73
Facilities System Operator	\$ 31.80	\$ 33.38	\$ 35.05	\$ 36.82
Utility Person				\$ 36.69
Auto Mechanic	\$ 37.92	\$ 38.80		\$ 34.49
Leadhand Automotive				\$ 43.14
Mechanical Technician	\$ 42.97	\$ 43.96		\$ 44.75
Leadhand Mechanical Technician	\$ 46.46	\$ 47.53		\$ 48.41
Chief Operating Engineer				\$ 41.31

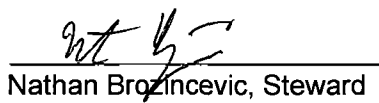
SIGNED on behalf of the Power Workers' Union, CUPE Local 1000.


James Middleton
Vice-President, Sector 4
Power Workers' Union


Manon Litalien, Principal Steward


Rachel Duffy, Steward

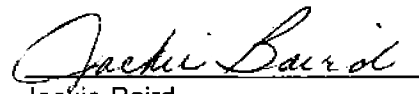

Christine Lemire, Steward


Nathan Brozincevic, Steward

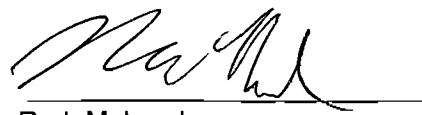

Shane Laframboise, Steward

SIGNED on behalf of Cornwall Street Railway Light and Power Company Limited, a FortisOntario Company.


Kristine Carmichael
Director, Corporate & Customer Services


Jackie Baird,
Regional Manager


Andrea Celone
Supervisor, Customer Service & Metering


Rod, McLeod
Supervisor, Line Services

LETTER OF AGREEMENT

BETWEEN CORNWALL ELECTRIC AND POWER WORKERS UNION CUPE LOCAL 1000.

The parties hereto agree, that for the duration of this Collective Agreement no bargaining unit members in the employ of the Company (list below) as at the date of signing of this Agreement shall be laid off. This letter is ineffective upon the retirement of M. MacDonald.

BARGAINING UNIT

1	MACDONALD, M.
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* Updated as of May 23, 2023

Letter of Understanding # 1

JOURNEYPerson METER/CUSTOMER SERVICE TECHNICIAN

The incumbent will be paid a percentage of the top wage as follows during his/her training period.

- 80% - **JMCST level 1.** Initial period of six (6) months during which the incumbent shall become familiar with the work of the department and satisfactorily completes the Probationary Period
- 85% - **JMCST level 2.** Period of approximately one (1) year following the probation period in which the employee becomes competent in most areas of work and successfully completes Level I of the Journeyperson Meter Technician training program, or equivalent.
- 90% - **JMCST level 3.** Period of approximately one (1) year following the above when the employee shall become competent in most areas of work and shall complete successfully level II of the Journeyperson Meter Technician training program or equivalent.
- 95% - **JMCST level 4.** Period of approximately one (1) year in which employee becomes fully competent for all work of the department and the employee successfully completes level III of the Journeyperson Meter Technician training program, or equivalent.
- 100% - **JMCST level 5.** Period of approximately one (1) year in which the employee has successfully completed all required levels of the Journeyperson Meter Technician training program, or equivalent, and is able to competently carry out all the work of this classification and has acquired a minimum of four (4) years related electrical metering work experience.

Letter of Understanding #2

RE: POWER SYSTEMS TECHNICIAN PROGRESSION

EFFECTIVE MAY 1, 2009

The job classification in the Substations Department is as follows:

Job Classification

See Schedule A

Power Systems Technician Trainee
Power Systems Technician I
Power Systems Technician II
Power Systems Technician III
Power Systems Technician IV
Power Systems Technician V
Power Systems Technician VI
Power Systems Technician

The Company and the Union agree that regular employees working in this job classification in the Substations Department shall be subject to the following provisions with respect to progression:

1. An employee working in the job classification of **Power Systems Technician Trainee** shall automatically progress to the job classification of Power Systems Technician I after working six (6) consecutive months as an Power Systems Technician Trainee provided he/she has successfully completed the probationary period under the Agreement, has successfully written and passed the MEARIE Theory Qualifying Exam and is deemed by the Company to have the mental and physical ability to develop into a Power Systems Technician. As part of this final requirement, the Company may require a medical or fitness certificate to determine eligibility.
2. An employee working in the job classification of **Power Systems Technician I** shall automatically progress to the job classification of Power Systems Technician II after he/she has completed six (6) months continuous service as a Power Systems Technician I, has passed the defined courses as deemed required for this level through the industry standard accredited training (Substation Electrician Level I and Electrical Operator I) and has successfully met the Company's documented position requirements.
3. An employee working in the job classification of **Power Systems Technician II** shall automatically progress to the job classification of Power Systems Technician III after he/she has completed twelve (12) months continuous service as a Power Systems Technician II, has passed the defined courses as deemed required for this level through the industry standard accredited training (Substation Electrician Level II and Electrical Operator II) and has successfully met the Company's documented position requirements.

4. An employee working in the job classification of **Power Systems Technician III** shall automatically progress to the job classification of Power Systems Technician IV after he/she has completed twelve (12) months continuous service as a Power Systems Technician III, has passed the defined courses as deemed required for this level through the industry standard accredited training (Substation Electrician Level III) and has successfully met the Company's documented position requirements.
5. An employee working in the job classification of **Power Systems Technician IV** shall progress to the job classification of Power Systems Technician V after he/she has successfully completed the defined courses as deemed required for this level through the industry standard accredited training and successfully met the Company's documented position requirements within twelve (12) consecutive months in this classification.
6. Upon completion of **12,000 hours** combined work experience towards the Substation Electrician and/or Electrical Operator apprenticeships as well successful completion of the defined courses as deemed required for this level through the industry standard accredited training (Electrical Operator Level III and IV) a **Power Systems Technician V** shall have an increase of **2.50%** above their current rate and will progress to a **Power Systems Technician VI**.
7. Upon completion of **16,000 hours** combined work experience towards the Substation Electrician and/or Electrical Operator apprenticeships as well as successful completion of any courses as deemed required for completion of the apprenticeship programs the **Power Systems Technician VI** shall have an additional increase of **2.50%** above their current rate and progress to a **Power Systems Technician**.
8. An employee who fails a required course at the industry standard accredited training school on more than one occasion shall be deemed to lose his/her Company and departmental seniority and his/her employment with the Company shall be deemed terminated. For existing employees posting into this position, the Trial Period in Article 9:05 shall be extended to six (6) months.
9. In the event an employee is absent from work (for reasons other than vacation or attendance at the industry standard accredited training school) during any of the twelve (12) month periods referred to above, a cumulative total greater than six (6) working days, the Company may, at its discretion, delay such employee's progression by such period as deemed appropriate by the Company.

Letter of Understanding # 3

RE: POWERLINE TECHNICIAN APPRENTICESHIP
PROGRESSION EFFECTIVE MAY 1, 2012

The job classifications in the Line Services Department are as follows:

Job Classification

See Schedule A

First Year Powerline Apprentice
Second Year Powerline Apprentice
Third Year Powerline Apprentice
Fourth Year Powerline Apprentice
Powerline Technician

The Company and the Union agree that regular employees working in job classifications in the Line Services Department shall be subject to the following provisions with respect to automatic progression:

1. An employee, hired with the intention of entering into an apprenticeship program, shall work in the job classification of First Year Powerline Apprentice for six (6) consecutive months. If the probationary period is successfully completed, and the employee is deemed by the Company to have the mental and physical ability, the employee will be registered into the apprenticeship program. As part of this final requirement, the Company may require a medical or fitness certificate to determine eligibility.
2. An employee working in the job classification of First Year Powerline Apprentice shall automatically progress to the job classification of Second Year Powerline Apprentice after working twelve (12) consecutive months as a First Year Powerline Apprentice provided he has successfully completed the probationary period under the Agreement, has successfully completed the first level industry standard accredited training and successfully meets the Company's documented position requirements.
3. An employee working in the job classification of Second Year Powerline Apprentice shall automatically progress to the job classification of Third Year Powerline Apprentice, at the appropriate wage rate, after he has completed twelve (12) months continuous service as a Second Year Powerline Apprentice, has passed the second level industry standard accredited training and successfully meets the Company's documented position requirements.
4. An employee working in the job classification of Third Year Powerline Apprentice shall automatically progress to the job classification of Fourth Year Powerline Apprentice, at the appropriate wage rate, after he has completed twelve (12) months continuous service as a Third Year Powerline Apprentice, has passed the third level industry standard accredited training course and successfully meets the Company's documented position requirements.

5. An employee working in the job classification of Fourth Year Powerline Apprentice shall automatically progress to the job classification of Powerline Technician, at the appropriate wage rate, after he has completed twelve (12) months continuous service as a Fourth Year Powerline Apprentice, has passed the fourth level industry standard accredited training and successfully meets the Company's documented position requirements.
6. An employee who fails a Powerline Technician apprentice course at the industry standard accredited training school on more than one occasion shall be deemed to lose his Company and departmental seniority and his employment with the Company shall be deemed terminated. If an employee has failed a Powerline Technician apprenticeship course, the employee is then responsible for the full cost of apprenticeship re- training/re-test. Wages will continue to be paid.
7. An employee who does not automatically progress within the Department in the above stated intervals for any reason other than any delay as a consequence of such employee being permitted to fail up to one (1) Powerline Technician apprentice course at the industry standard accredited training school shall be deemed to lose all of his Company seniority and departmental seniority and his employment shall be deemed terminated.
8. In the event an employee is absent from work (for reasons other than vacation or attendance at the industry standard accredited training school) during any of the twelve (12) month periods referred to above a cumulative total greater than six (6) working days, the Company may, in its discretion, delay such employees progression by such period as deemed appropriate by the Company.
9. The Company will schedule all training for the apprentice employees within the parameters of the progression schedule unless unforeseen circumstances occur.

Letter of Understanding #4

BETWEEN

POWER WORKERS UNION CUPE LOCAL 1000
(hereinafter referred to as the "Union")

AND

CORNWALL STREET RAILWAY LIGHT AND POWER COMPANY LIMITED
(hereinafter referred to as the "Employer")

This Letter will serve as confirmation of an understanding that has been reached between the Parties with respect to:

CORNWALL DISTRICT HEATING RESTRUCTURING

WHEREAS the employees categorized as shop employees will become shift workers for the period of time the Cornwall District Heating plant is designated at B-31 plant (December-March);

And WHEREAS the Employer endeavors to provide twenty-three (23) hours notice of any shift changes;

And WHEREAS Article 18.07 is modified for the shop employees affected by this LOU to reflect shift premiums of \$2.50 for the afternoon shift (4:00 - 12:00 midnight) and \$5.00 per hour for the midnight shift (12 midnight - 8:00 a.m.);

And WHEREAS all work above the regular forty (40) hour work week will comply with Article 14.02;

And WHEREAS shifts cancelled with less than twenty-four (24) hours notice that are covered by Article 14.02 will be subject to a minimum call-out as per Article 14.03;

The terms outlined in this agreement shall remain in full force and effect for the current collective agreement and will be revisited after such time.

Letter of Understanding # 5

APPRENTICESHIP AGREEMENT

Subject to the foregoing terms and conditions, the Company will pay the tuition fees, accommodations and expenses for all apprenticeship programs. If resignation from the Company occurs prior to having completed the full four years of an apprenticeship program, the apprentice is required to reimburse the Company for all of the direct costs* incurred by the Company in respect to the apprenticeship program. The apprentice shall agree to return direct costs* that are owed as a result of the resignation and will reimburse the amount owed within 180 days of the resignation.

Similarly, the apprentice agrees that should he/she resign from the Company within four (4) years of completing the apprenticeship program, he/she shall reimburse the Company for all direct costs* incurred by the Company on behalf of the apprentice in respect to the apprenticeship program on a pro-rated scale. The Company will forgive the direct costs* as outlined below:

- Resignation from completing apprenticeship program to 12 months service = 0% costs forgiven
- Resignation from 12 months to 24 months after completing apprenticeship program = 25% costs forgiven
- Resignation from 24 months to 36 months after completing apprenticeship program = 50% costs forgiven
- Resignation from 36 months to 48 months after completing apprenticeship program = 100% costs forgiven

* Direct costs include: industry standard accredited training tuition fees and accommodation fees incurred.