

COLLECTIVE AGREEMENT

Between:

ATIKOKAN HYDRO INC.



And

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 87-13**

CUPE-SCFP

*Canadian Union of Public Employees
Syndicat canadien de la fonction publique*

Term of Agreement: April 1, 2023 to March 31, 2027

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COLLECTIVE AGREEMENT

Between:

ATIKOKAN HYDRO INC.

(hereinafter referred to as the "Corporation")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and ITS LOCAL **87-13****

(hereinafter referred to as the "Union")

ARTICLE 1 - PURPOSE AND COVERAGE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its employees, and to provide an orderly and amicable method of settling any difference or grievance which might possibly arise.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

Atikokan Hydro Inc. hereby recognizes the Union as the sole collective bargaining agent for all employees of the Corporation save and except non-working foremen, persons above the rank of non-working foreman, confidential secretary, students employed during the school break period or on a co-operative training program.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that the Corporation has the exclusive right to manage its business and direct the working force, make, amend and enforce such rules and regulations as shall from time to time be required consistent with the terms of this Agreement.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

4.01 Employees who, under the scope of this Agreement, are presently members shall, as a condition of employment, maintain membership in Local 87 of the Canadian Union of Public Employees. All new full-time employees on becoming employed by the Corporation shall become members of CUPE Local 87 on their first day of employment with the Corporation.

4.02 All new part-time and temporary employees, shall become members of CUPE Local 87 except students employed during the school break period or on a co-operative training program.

- 4.03 The Corporation agrees to introduce the new employee to the Union Steward or representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee.
- 4.04 The Corporation agrees to the check-off of union dues for all full-time employees covered by this Agreement who shall authorize the deductions from their wages in writing. The Corporation also agrees to the check-off of union dues for all part-time and temporary employees, except for students employed during the school break period or on a co-operative training program.
- 4.05 All regular dues and assessments levied by the Union shall be deducted monthly and shall be forwarded to the Secretary-Treasurer of the Union not later than the twentieth (20th) day of the month. The remittance will be accompanied with a list of the names and the amount deducted from each employee.
- 4.06 In consideration of this deduction and forwarding service by the Corporation, the Union agrees to indemnify and save the Corporation harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.
- 4.07 Dues Received

At the same time that Income Tax (T-4) slips are made available the Employer shall type on the amount of union dues paid by each union member in the previous year.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Corporation and the Union agrees that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of race, creed, colour, age, sex, sexual orientation, marital status, nationality, ancestry, place of residence or place of origin of such person or employee or because of an employee's membership or non-membership in the Union or

association or because of his activity or non-activity in the Union. The parties confirm that they will comply with the provisions of the Ontario Human Rights Code (as amended).

5.02 Employees shall receive equal pay for equal work regardless of sex.

ARTICLE 6 - LABOUR MANAGEMENT RELATIONS

6.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union. In order that this may be carried out, the Union will supply the Corporation with the name of its officers. Similarly, the Corporation will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union shall be required to transact business.

A steward will be paid at his/her regular straight time hourly rate of pay for time spent at any meeting they are authorized to attend with the Employer.

6.02 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Corporation or his representatives which may conflict with the terms of this Collective Agreement.

6.03 CUPE NATIONAL Representative

The Union shall have the right at any time to have the assistance of CUPE National Representatives when dealing or negotiating with the Corporation. Such representatives shall have access to the Corporation's premises in order to assist in the settlement of a grievance upon the consent of the Corporation.

6.04 Union Bargaining Committee

The Corporation acknowledges the right of the Union to appoint or otherwise elect a Union Bargaining Committee and the Union agrees the said Bargaining Committee shall consist of not more than three (3) members of the Union and a CUPE Representative. In the event that the number of Corporation management employees on the negotiating team exceeds three

(3), the Union will be entitled to increase the number of bargaining unit members at negotiations so that management and union employees are equal in number.

6.05 Work of Bargaining Unit

Persons such as confidential secretary and non-working foreman whose jobs are not in the bargaining unit shall not work on any jobs which might reduce the regular hours of work or regular wages of an employee coming within the scope of the bargaining unit, unless mutually agreed upon.

6.06 Contracting Out

Whenever it becomes necessary for the Employer to contract out work regularly performed by the employees covered by this Collective Agreement, such contracting out shall not result in the lay-off of employee within the bargaining unit.

ARTICLE 7 - CORPORATION SERVICE CREDIT

7.01 Definition

Corporation service credit is defined as the length of continuous service with the Corporation from the most recent date the employee entered the employ of the Corporation.

7.02 Corporation Service Credit Lists

The Corporation shall maintain a Corporation Service List showing the date upon which employee's service commenced. This list shall be posted on the bulletin boards in January of each year, and a copy sent to the Recording Secretary of the Union. Part-time employees will accrue seniority according to hours worked and such hours shall be posted for all part-time employees on a monthly basis.

7.03 Loss of Corporation Service Credit

An employee shall not lose Corporation service credit if he is absent because of sickness, accident, lay-off of less than one (1) year, or leave of absence approved by the Corporation. An employee shall lose his service credit if:

- (1) He is discharged for just cause and is not reinstated;
- (2) He resigns;
- (3) He is absent from work in excess of three (3) working days without sufficient cause or without notifying the Corporation, unless he provides management with documented evidence satisfactory to the Corporation of unavoidable reasons for not reporting to work;
- (4) He fails to return to work within ten (10) working days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Corporation informed of his current address;
- (5) He is laid off for a period longer than one (1) year;
- (6) He retires.
- (7) He is absent from work because of occupational illness or injury, covered by Workplace Safety and Insurance, for twenty-four (24) months and all attempts to find an alternate job within the Corporation have failed.
- (8) He is unable to return to work at the end of the eighteenth (18th) month on LTD.

ARTICLE 8 - PROBATIONARY EMPLOYEES

8.01 Probationary employees are persons hired on trial to determine their suitability for continuing employment in regular positions. An employee shall be considered probationary for a six (6) calendar month period. During this period of probation he shall have no recourse to the grievance procedure unless the Union claims discrimination as the basis for termination. During his probationary period he shall be entitled to vacation and recognized holidays as set out in the Employment Standards Act and coverage for Employers Health Tax, Supplementary Hospital Insurance and Canada Pension Plan. After the completion of his probationary period he shall be entitled to all rights and privileges of a regular employee and his Corporation service credit and sick time shall date back to his hiring date.

8.02 Where, in management's opinion its ability to assess a probationary employee is affected by periods of non-working time such as sickness, leaves of absence, etc., the probationary period may be extended in direct proportion to the periods of time lost.

ARTICLE 9 - STRIKES AND LOCKOUTS

9.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.

9.02 Picket Lines

The Corporation agrees that members of the Union will not be required to cross legal picket lines except in cases of emergency to perform duties required for the operation of the Corporation's system and the maintenance of machinery and equipment within the Corporation's system.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.01 Definition of a Grievance

A grievance under this agreement shall be defined as any difference or dispute between the Corporation and any employee or group of employees or the Union as to the interpretation, application administration or alleged violation of the provision of the Agreement.

10.02 STEP 1

Within five (5) working days the aggrieved employee with his steward and/or CUPE National Representative will present the grievance in writing to the Manager. The employee with his steward shall meet as promptly as possible. The Manager will render his decision in writing within five (5) working days following such meeting.

STEP 2

Failing a satisfactory settlement being reached at Step 2, the Union may within thirty (30) working days give notice in writing to the Corporation of its intention to refer this dispute to arbitration.

10.03 Policy Grievance

Where a dispute involving a question of general application or interpretation of the Agreement occurs or when a group of employees has a grievance.

10.04 Time Limits

When it is impracticable to process a grievance within the time limit designated herein, the times may be varied in writing by mutual consent of the Management and the Union.

10.05 Mediation

As an alternative to arbitration, the parties may, by mutual agreement, agree to refer a grievance to a mediator/arbitrator as a means of settlement. The mediator/arbitrator shall be mutually agreed to by the parties and each party shall pay one-half (1/2) of the expenses and remuneration of the mediator/arbitrator.

10.06 Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing within thirty (30) working days of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The recipient of the notice shall within five (5) working days inform the other party of the name of its appointee to the Arbitration Board.

The two appointees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within the time limits, the appointment shall be made by the Labour-Management Arbitration Corporation upon the request of either party.

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman governs.

10.07 Single Arbitrator

Notwithstanding the foregoing, the parties may agree, in writing, that the Board of Arbitration shall consist of a single Arbitrator selected by the parties.

10.08 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within fourteen (14) calendar days.

10.09 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of its appointee;
- (b) one-half (1/2) the fees and expenses of the Chairman.

ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

11.01 Discharge Procedure

An employee who has completed his six (6) month probationary period may be dismissed but only for just cause and only upon the authority of the Manager. When an employee is discharged he shall be given the reason and may request the presence of his steward. Such employee and the Union shall

be advised promptly in writing by the Corporation of the reason for such discharge.

11.02 Disciplinary action is defined, but limited to:

- (a) A recorded "verbal" warning which is notated as such and has been brought to the attention of the employee; or,
- (b) A recorded "written" warning which is notated as such and has been brought to the attention of the employee; or,
- (c) A suspension; or,
- (d) A discharge for cause.

11.03 Discharge and Suspension Grievances

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10 - Grievance Procedure.

11.04 Adverse Report

Letters pertaining to adverse performance or discipline shall be presented to the employee in the presence of the Steward. Copies will be provided for the Steward. The record of an employee shall not be used against him at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse report.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 Hours of Work

This section provides the basis for establishing work schedules and for the calculation and payment of overtime, but shall not be read or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week.

12.02 Outside Employees

The normal work week of outside employees covered by this agreement shall be forty (40) hours per week consisting of five (5) consecutive days of eight (8) hours. The hours of work will not be before 0700 hours and not later than 1500 hours with a paid twenty (20) minute lunch break, Monday to Friday inclusive.

The parties agree that the normal hours of work for the period of time from November 15th or the first working day after November 15th to January 31st will be between the hours of 0730 to 1530, Monday to Friday inclusive, with a paid twenty (20) minute lunch break.

12.03 Inside Employees

The normal daily hours of work for inside full time employees will be eight (8) hours per day between the hours of 7:30 a.m. and 4:30 p.m. exclusive of a one (1) hour unpaid lunch period. The normal work week for inside employees will be forty (40) hours per week, Monday to Friday inclusive; except for any new hires after June 2023 with a work week of 37.5 hours, between 8:00am and 4:30pm with a one (1) hour unpaid lunch period.

12.04 Overtime

It is acknowledged that the business of the Corporation is of a continuing nature and that due to the nature of its operation the Corporation will require the employees to work overtime.

12.05 All time worked beyond the normal work day, the normal work week, or on a recognized holiday which has been authorized by the Manager shall be considered as overtime.

12.06 (a) Double time for overtime will be paid for all overtime hours.

(b) all work performed between 0800 and 1700 hours on recognized holidays shall be paid at double time plus the holiday pay. All other hours on the recognized holiday will be paid only at double time.

12.07 Time Off in Lieu of Overtime

Instead of cash payment an employee may elect to take time off, i.e. two hours (2) hours off for one (1) hour worked at double time or, at a time mutually agreed upon by the employee and management. An Outside employee will be allowed to bank a total of forty (40) hours per calendar year from all sources. An Inside employee will be allowed to bank a total of forty (40) hours per calendar year from all sources. Any banked time left on December 30th each year will be paid out based on applicable rates on December 31st.

12.08 On Call

It is agreed that personnel deemed qualified by Management will be assigned to on-call duty. Payment of two dollars and ninety-two cents (\$2.92) per hour for any employee on standby, (i.e. \$375.00) per week per person) will be made. An employee assigned standby duty on a statutory holiday shall receive an additional one hundred and fifty (\$150.00) dollars for each statutory holiday.

12.09 An employee on on-call duty will be available by cell phone which will be supplied by the Corporation, or telephone contact at his residence or at another private telephone, the number of which has been communicated to the hydro operator, or if using cell phone, contact must be made with the hydro operator from the location of the employee within the Township proper.

The employee shall keep himself in proper mental and physical condition to perform the duties. Employees designated for on-call duty who are unable to perform such duties because of illness shall notify Management immediately.

12.10 Minimum Call-Out

When an employee is called in for emergency work outside of his normal working hours, he shall be provided with a minimum payment of four (4) hours pay at the straight-time rate or the actual time worked at the appropriate rate, whichever is greater, except when a short call follows within three (3) hours of the start of a previous call, in which case time shall be considered continuous from the start of the previous call. There shall be

no minimum payment applicable to overtime worked as an extension, either preceding or following, of an employee's normal daily working hours.

12.11 Rest Periods

Each employee shall be entitled to a fifteen (15) minute rest period normally in the middle of the first half and second half of each scheduled work day at a time designated by Management.

ARTICLE 13 - RECOGNIZED HOLIDAYS

13.01 (a) Employees with three (3) or more months of continuous service shall receive the following holidays with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Family Day
National Day for Truth and Reconciliation	

13.01 (b) In addition to the days specified in clause 13.01 (a) employees will be granted any other day proclaimed to be a holiday by the Federal, Provincial or Municipal Government. Only one (1) additional holiday under this provision may be granted and added to Article 13.01(b) per contract term.

13.02 Employees on the last work day prior to Christmas and New Years will be given permission to leave work at 12:00 p.m. (noon).

13.03 In the event that a recognized holiday occurs on a Saturday or Sunday, the working day following shall be considered the holiday.

13.04 Part-time employees will be entitled to recognized holidays according to the requirements of the Employment Standards Act.

ARTICLE 14 - VACATIONS

14.01 The amount of vacation time an employee is entitled to will be based on his years of service with the Corporation. The vacation will be taken between an employee's anniversary dates.

14.02 An employee with less than one (1) year's service will be granted vacation as per the Employment Standards Act.

14.03 A regular employee with one (1) or more years of continuous service will be entitled annually to two (2) weeks' vacation with pay.

14.04 Upon completion of three (3) years of continued service, a regular employee will be entitled to three (3) weeks' vacation with pay.

14.05 Upon completion of eight (8) years of continued service, a regular employee will be entitled to four (4) weeks' vacation with pay.

14.06 Upon completion of fourteen (14) years of continued service, a regular employee will be entitled to five (5) weeks' vacation with pay.

14.07 Upon completion of twenty-five (25) years of continued service, a regular employee will be entitled to six (6) weeks' vacation with pay.

14.08 Part-time employees will receive vacation pay as required by the Employment Standards Act.

14.09 Normal vacations shall not be accumulative and shall be taken in the vacation year in which they become due unless otherwise expressly provided by Management.

14.10 Vacations will, as far as it is practical, be granted at the times most desired by the employees. An employee, to ensure consideration of his request and his relative Corporation service credit standing, must notify Management of his preferred vacation period by March 1 in any given year. Management will notify the employee of its approval of this vacation period by May 1.

14.11 Management reserves the authority to designate vacation periods for all employees in a manner consistent with the efficient operation of the Corporation.

14.12 Holidays During Vacation

If a recognized holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time mutually agreeable to the employee and Management.

14.13 Vacation Pay on Termination

An employee terminating his employment at any time in his vacation year, before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

14.14 In addition to the vacations shown in clause 14.03 through 14.06 an employee who has surpassed the probationary period of six (6) months shall be granted two (2) floater days on January 1st and one (1) floater day on July 1st of every year. Floater days shall not be accrued from year to year.

ARTICLE 15 - SICK LEAVE

15.01 Sick leave is defined as the period of time a regular employee is permitted to be absent from work with full pay by virtue of being sick or disabled because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act. Sick leave shall not apply to part-time employees.

15.02 The Corporation's sick leave plan for regular employees was created by the Corporation to reduce the financial hardship that bona fide illness can create so far as inability to work and the consequent loss of normal wages are concerned. To qualify for payment of sick pay, an employee must:

1. have an established credit for sick pay;
2. ensure that his illness is reported to Management as soon as possible;
3. be suffering from a bona fide illness which prevents his useful employment and is not compensable under the Workplace Safety and Insurance Act;

4. return to work as soon as possible following recovery from illness.

15.03 It is each employee's responsibility to report for work in proper physical condition to be able to perform his assigned duties. No injuries or accidents suffered by an employee while performing other paid employment will be allowed or covered by this sick leave plan.

15.04 Sick leave credit will accrue to regular employees at the rate of one and one-half (1½) days per month of accredited Corporation service credit to a maximum of two hundred (200) days. A maximum of eighteen (18) days of sick leave credit will be accumulative per calendar year, but this amount will be reduced by the number of sick pay credit used during the calendar year. Sick time will not accrue while an employee is off on sick leave.

15.05 Immediately after the close of each calendar year the Corporation shall advise each employee in writing of the amount of sick leave accrued to this credit.

15.06 Bridging of Sick Days

The Employer shall provide bridging of sick time to enable an employee to reach the Long Term Disability Plan. The employee shall pay back the days upon his return to work at the rate of one and one half (1½) days per month.

ARTICLE 16 - EMPLOYEE BENEFITS

16.01 Hospital and Medical Insurance

The Corporation shall pay the full cost of the following plans:

- (a) Employers Health Tax;
- (b) Extended Health Care Plan "F" with \$200.00 vision care every two years.
- (c) The vision care will be topped up to a maximum of three hundred and fifty dollars (\$350.00) every two years upon presentation of receipts
- (d) Employees will be reimbursed to a lifetime maximum of three hundred and fifty dollars (\$350.00) toward the cost of laser eye surgery and

such amount may be combined with the aforementioned vision care coverage for a one time combined maximum of seven hundred dollars (\$700.00).

- (e) Dental Plan "E".
- (f) Chiropractor - \$325.00
- (g) Massage - \$325.00

16.02 Long Term Disability Benefit Plan

The Corporation shall pay the full premium cost for a Long Term Disability Plan (LTD) which shall provide benefits equal to seventy-five percent (75%) of normal monthly earnings up to a maximum of four thousand eight hundred (\$4,800.00) until retirement.

16.03 The LTD Plan shall be subject to the following conditions:

- (a) An elimination period of 17 weeks.
- (b) An employee shall continue to accrue seniority as per Clause 7.03 and Be entitled to all rights and benefits of the Agreement.
- (c) the Corporation shall continue to pay for a period of time not to exceed eighteen (18) months from an employee's first day on LTD, the premium for the benefits in Clause 16.01.
- (d) for a period of time not to exceed twelve (12) months from an employee's first day on LTD, the employee shall be eligible to return to the same position if capable of performing the required work.
- (e) for a period of time not to exceed eighteen (18) months from an employee's first day on LTD, the employee be given all reasonable consideration for any available job for which the employee is able and qualified to perform.
- (f) in the event the employee is unable to return to work at the end of the eighteen (18th) month on LTD, the employee shall lose seniority and be removed from the payroll.

- (g) in consideration of the foregoing, the Union or its members shall make no claim against any rebate of the Corporation's share of any savings in UIC.

ARTICLE 17 - PENSION AND INSURANCE

17.01 Pension Plans

It will be a condition of employment that every full-time employee as of January 1, 1978 shall participate in the Ontario Municipal Employees Retirement System (OMERS) Final Average Earnings Plan, subject to any changes required by Federal or Provincial Legislation. The Corporation and the employees shall make contributions in accordance with the provisions of the plan.

17.02 Group Life Insurance

The Corporation shall pay the full cost of the premium for the Group Life Insurance Plan for each employee.

ARTICLE 18 - PROMOTION, DEMOTION AND JOB POSTING

18.01 For the purposes of promotion and demotion of employees covered by this Agreement, qualification and ability to perform the job satisfactorily shall be the primary considerations. In cases where there is no difference in qualification and ability to perform the job, Corporation service will govern.

18.02 When a vacancy occurs, or a new position is created within the bargaining unit, such vacancy or the new position shall be posted on specified bulletin boards, setting forth the nature of such vacancy or position, qualifications, and the rate of pay for the job for a period of five (5) working days. An employee may make written application to fill the vacancy or position within the five (5) day period referred to herein. If at the conclusion of the five (5) day period no suitable applicants have applied from within the bargaining unit, the Corporation may proceed to hire a new employee to fill the vacancy or position. No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply.

18.03 The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the applicant will be considered to be the regular incumbent in the job after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of Corporation service and at his former wage or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of Corporation service and at his former wage or salary.

ARTICLE 19 - LAY-OFF AND RECALL

19.01 In the event of a lay-off, Management agrees that employees shall be laid off in the reverse order of their Corporation service credit within their job classification provided Management can retain a work force qualified in its opinion to perform the work remaining. Employees shall be recalled in the order of their Corporation service credit provided they are qualified, capable, and have the ability to do the work available.

19.02 An employee will remain eligible for recall for a period up to one (1) year and will be notified by registered mail when a job within his capabilities is open. Corporation service credit up to the date of lay-off will be retained during this period.

19.03 No new employees will be hired until those on the recall list have been given an opportunity of re-employment provided that they are qualified to do the work available.

19.04 Management shall notify employees who are to be laid off in accordance with the Employment Standards Act and any amendments thereto.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Union Functions

Leave of absence without pay may be granted insofar as the regular operation of the Corporation will permit to duly appointed Union delegates,

not more than one (1) at any one time, for conventions, meeting, etc., when applied for in writing at least three (3) working days in advance of the absence.

20.02 Grievances

Representatives of the Union shall not suffer any loss of normal earnings or benefits for time involved in grievance procedures.

20.03 Maternity Leave

Maternity leave shall be as set out in the Employment Standards Act.

20.04 Jury Duty

The Corporation will pay an employee who is required to serve on a jury the difference between his normal pay and the amount of compensation received for such service. The employee will present proof of service and the amount of pay received.

20.05 Bereavement Leave

In the event of the death of a member of the immediate family of a regular employee, he shall be granted a leave of absence with pay of up to three (3) consecutive calendar days in order that he may arrange for and attend the funeral when necessary. The immediate family includes parent, parent-in-law, grandparents, grandchildren, spouse, son, daughter, brother, sister, brother-in-law, sister-in-law, stepson, stepdaughter, stepbrother, stepsister, stepparent, step grandparents and step grandchildren. If the funeral is to take place over three hundred (300) miles distance from Atikokan, the employee may be granted additional travelling time up to two (2) calendar days, at the discretion of the Management. Pallbearer's leave shall be as per present practice.

An employee may elect to defer one (1) or more days of bereavement leave, to be used for attendance at the actual internment. This day must be taken within one year of the actual bereavement leave.

20.06 Funeral Leave

The Corporation will grant up to one (1) working day leave with pay to attend a funeral provided the employee concerned notifies and obtains the approval of the non-union Supervisor.

20.07 General Leave

An employee may be entitled to leave of absence without pay and without loss of Corporation service when such leave is for good and sufficient cause. Every request shall be in writing and subject to approval by Management and such approval will not be unreasonably withheld. Service credit shall be frozen after thirty (30) calendar days.

ARTICLE 21 - ALLOWANCES

21.01 Workplace Safety and Insurance

When a regular employee, through his employment by the Corporation, suffers a disability which is compensable under the Workplace Safety and Insurance Act, the employee will have the option to top up his WSIB if he/she so chooses. The employee will instruct the Corporation to pay the difference between compensation award and the normal wages of the employee less income tax deduction. The portion of the payment above the amount awarded by Workplace Safety and Insurance will be deducted from the employee's sick leave allowance up to the limit of his/her credits. Thereafter, the employee shall be entitled to Workplace Safety and Insurance only.

21.02 Meals

When a regular employee is required to work overtime continuously beyond his normal working hours to the extent of a minimum of two (2) hours, he shall be entitled to a paid meal up to forty dollars (\$40.00) with a receipt. For every four (4) hours worked thereafter he shall receive a paid meal up to forty dollars (\$40.00) with a receipt. There shall be no payment for the time spent eating the meal.

21.03 Tools and Clothing

The Corporation shall supply without expense to the employee, safety glasses, rainwear, leather gloves, safety hats and liners. The Corporation agrees to pay an annual amount of two hundred and forty-five dollars (\$245.00) for inside employees with receipts, and three hundred and ~~twenty~~ sixty dollars (\$360.00) for outside employees, with receipts, towards the cost of clothing, or safety boots and tools.

21.04 Use of Corporation Vehicle

An employee on Corporation business shall be provided with a vehicle at no cost to the employee.

ARTICLE 22 - GENERAL

22.01 Plural or Feminine Terms to Apply

Wherever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the Agreement so indicates.

22.02 Intoxicating Beverages and Drugs

Any employee who reports for duty with his ability impaired by alcohol or drugs, or who brings intoxicating beverages or impairing drugs into or on any premises or vehicle of the Corporation, or who partakes of intoxicating beverages, or has such substances in his possession while on duty shall be subject to suspension or dismissal from employment of the Corporation, subject to the Grievance Procedure. Employees who are designated for on-call duty will hold themselves in proper condition to perform the duties.

22.03 Bulletin Boards

The Corporation will provide a bulletin board to be used by the Union for posting notices which shall be subject to approval by the Corporation before posting. There shall be no general distribution or posting of any other notices of any kind upon Corporation property other than as herein provided.

ARTICLE 23 - WAGE RATES AND PROGRESSION SCHEDULES

23.01 The wage rates, progression schedules and classifications of employees covered by this Agreement shall be those shown in Appendix "A" attached hereto and forming an integral part of this Agreement for payroll purposes only.

Employees shall be paid every second Friday. If, however, the normal pay day should fall on a legal holiday, payment shall be made on the previous work day.

23.02 Employees on progression shall normally be progressed in accordance with the schedule. However, if an employee fails to make satisfactory progress, his advancement will be withheld for a period of six (6) months. When progression is withheld, Management shall give one (1) month's notice to the employee and the reason for withholding routine progression. At the next routine progression date his general performance will be reviewed, and if found satisfactory, he shall be granted routine progression. A review will be made mid-way through the next progression period, and if the employee's general performance is found to be satisfactory, a further progression may be granted, thus re-establishing his normal progression status. If his progress and performance are not found to be satisfactory, he shall be transferred to another classification if available, or dismissed subject to the grievance procedure.

ARTICLE 24 - RELIEF PAY

24.01 When an employee is required by the employer to temporarily assume the job and its responsibilities in a higher classification in the bargaining unit, the employee shall receive the job rate during such temporary employment.

24.02 When it becomes necessary to have a temporary foreman due to illness, injury, vacation, or leave of absence, the position will be offered to Journeyman Lineman on a rotating basis, subject to the following:

- (a) If the relief period is known to be longer than three (3) weeks at any one time, the position will be filled in accordance with Clause 18.01.

ARTICLE 25 - DURATION OF AGREEMENT

25.01 This Agreement shall commence on the first (1st) day of April 2023, and remain in force and effect until the thirty-first (31st) day of March 2027, thereafter from year to year unless terminated or amended by notice in writing from either party within ninety (90) days prior to the termination date in any year.


DATED this 19th day of July, 2024.

Signed on behalf of the

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 87-13


Signed on behalf of the


ATIKOKAN HYDRO INC.


Kim Shakespeare (Jul 18, 2024 14:15 CDT)


Jennifer Wiebe (Jul 17, 2024 11:34 CDT)


Josh Stus (Jul 18, 2024 14:22 CDT)


Herb Roebig (Jul 18, 2024 13:44 CDT)


Tyler Coulson (Jul 19, 2024 12:08 CDT)



APPENDIX "A"

	Effective April 1, 2023 (4%)	Effective April 1, 2024 (3.5%)	Effective April 1, 2025 (3%)	Effective April 1, 2026 (2.75%)
Classification Lineman				
Hourly Rate				
Working Foreman	49.98	51.73	53.28	54.75
Red Seal Lineman	44.74	46.31	47.70	49.01
Lineman - Journeyman	35.16	36.39	37.48	38.52
Lineman - 4 th Year	32.99	34.14	35.17	36.13
Lineman - 3 rd Year	31.01	32.10	33.06	33.97
Lineman - 2 nd Year	29.00	30.01	30.91	31.76
Lineman - 1 st Year	27.04	27.99	28.83	29.62
	Effective April 1, 2023 (2.5%)	Effective April 1, 2024 (2%)	Effective April 1, 2025 (2%)	Effective April 1, 2026 (2%)
Classification Office				
Hourly Rate				
Administrative Assistant (6 month)	28.72	29.29	29.88	30.48
Administrative Assistant (2nd 6 month)	30.06	30.66	31.28	31.90
Administrative Assistant	36.61	37.35	38.09	38.85

Customer Service Rep [part time]

Customer Service Rep [CSR] (6 month)	21.85	22.29	22.74	23.19
Customer Service Rep (2nd 6 month)	23.20	23.66	24.13	24.62
Customer Service Rep	26.47	26.99	27.53	28.09

LETTER OF UNDERSTANDING

Between:

ATIKOKAN HYDRO INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 87-13

The parties agree that the normal hours of work as stated in Article 12.03 may be altered upon agreement of the parties.


DATED THIS 19th DAY OF July 2024.

Signed on behalf of the

Signed on behalf of the


CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 87-13


ATIKOKAN HYDRO INC.


Kim Shakespeare (Jul 18, 2024 14:15 CDT)


Jennifer Kline (Jul 17, 2024 11:54 CDT)


Jerri Stur (Jul 18, 2024 14:22 CDT)


Herb Roebig (Jul 18, 2024 13:44 CDT)


Tyler Paulson (Jul 19, 2024 12:08 CDT)





LETTER OF UNDERSTANDING

Between:

ATIKOKAN HYDRO INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 87-13

RE: MERGER AND AMALGAMATION

The Corporation agrees that in the event of a merger or amalgamation with another body or any altering of its legal identity, initiated by the Corporation it shall undertake to ensure that:

- (a) The Canadian Union of Public Employees Local 87, shall be granted voluntary recognition as the bargaining agent.
- (b) Employees shall be credited with all seniority rights and all applicable benefit rights including wages, pensions, health benefits, vacations, and any other applicable benefits.
- (c) All retired employees or employees on LTD shall not suffer loss of any existing benefits currently enjoyed.
- (d) No employee shall suffer a loss of employment as a result of such merger, amalgamation or the altering of its legal identity.
- (e) Should it be necessary to transfer staff from its current locations, preference will be on the basis of seniority as per classification.

/...2

Notwithstanding the above, should the Corporation be absorbed or legally dissolved, it shall make every effort prior to being absorbed or dissolved to ensure that the legal body responsible for future delivery of services currently carried out by the Corporation undertakes to ensure the aforementioned.


DATED THIS 19th DAY OF July, 2024.

Signed on behalf of the


Signed on behalf of the


CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 87-13

ATIKOKAN HYDRO INC.

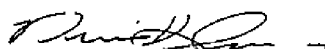

Kim Shakespeare (Jul 18, 2024 14:15 CDT)


Jennifer Wiebe (Jul 17, 2024 11:34 CDT)


Jesh Stus (Jul 18, 2024 14:22 CDT)


Herb Roep (Jul 18, 2024 13:44 CDT)


Tyler Coulson (Jul 19, 2024 12:08 CDT)



LETTER OF UNDERSTANDING

Between:

ATIKOKAN HYDRO INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 87-13

RE: **JOINT BENEFIT COMMITTEE**

The parties agree that should the Employer elect to change benefit carriers during the life of the collective agreement a joint "Benefit Committee" shall be struck with equal representation to review and investigate any changes to the existing benefit plan. The parties agree that there will be full transparency to all financial information including the master benefit plan when determining the suitability of changing carriers. Bargaining Unit members shall not suffer any benefit reduction as a result of the joint decision to change benefit carriers.


DATED THIS 19th DAY OF July 2024.

Signed on behalf of the

Signed on behalf of the


CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 87-13


ATIKOKAN HYDRO INC.


Kim Shakespeare (Jul 18, 2024 14:15 CDT)


Jennifer Wick (Jul 17, 2024 11:34 CDT)


Jesh Stus (Jul 18, 2024 14:22 CDT)


Herb Rooting (Jul 18, 2024 13:44 CDT)


Tyler Coulson (Jul 19, 2024 12:08 CDT)



LETTER OF UNDERSTANDING

Between:

ATIKOKAN HYDRO INC.

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 87-13

RE: **ARTICLE 15.04 GRANDFATHERING OF ACCUMULATED HOURS (TYLER COULSON)**

Employee to whom this agreement shall apply:

- Tyler Coulson

The parties agree that the above-mentioned employee is subject to the terms and conditions outlined below regarding Article 15.04 – Sick Leave:

15.04 Sick leave credit will accrue to regular employees at the rate of one and one-half (1½) days per month of accredited Corporation service credit to a maximum of two hundred and twenty-five (225) days. A maximum of eighteen (18) days of sick leave credit will be accumulative per calendar year, but this amount will be reduced by the number of sick pay credit used during the calendar year. Sick time will not accrue while an employee is off on sick leave.


DATED THIS 19th DAY OF July 2024.


Signed on behalf of the

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 87-13


Signed on behalf of the


ATIKOKAN HYDRO INC.

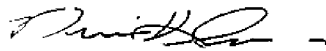

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