

COLLECTIVE AGREEMENT

BETWEEN

POWERSTREAM INC.

AND

**POWER WORKERS
UNION
CUPE LOCAL 1000**

April 1, 2016 – December 31, 2017



**POWER
WORKERS'
UNION**

OCT 06 2016

COLLECTIVE BARGAINING
INFORMATION SERVICES

POWERSTREAM INC. COLLECTIVE AGREEMENT

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ARTICLE 1 PURPOSE

- 1.01** The general purpose of this agreement is to establish mutually satisfactory relations between the Employer and its represented employees, and to provide mechanisms for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement. Both the Employer and the Union recognize a duty to act in good faith.
- 1.02** Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the agreement indicates.

ARTICLE 2 RECOGNITION

- 2.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for all its employees save and except Supervisors, those above the rank of Supervisor, and the following exclusions, Human Resources staff, Health and Safety Officer, Environmental Coordinator, Capital Coordinator, Business Process Coordinator, Communication Staff, Executive/Financial Assistants, Rates Analyst, Sr. Rates Analyst, Financial Analyst, Sr. Financial Analyst, Financial Advisor, Procurement Analyst, Organizational Effectiveness Advisor, Engineers, students employed for the school vacation period, students employed in a co-operative training program, persons employed in a government sponsored program.
- 2.02** Permanent employees not covered by this Agreement, except in cases of emergency, or for job training purposes, shall not perform work that is normally performed by employees covered by this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01** The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer, and suspend employees, and also the right of the Employer to discipline or discharge any employee for just cause, provided that a claim by an employee that has been discharged or disciplined without just cause may be subject of a grievance, and dealt with as hereinafter provided.
- 3.02** The Union further recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities. The location of its operation, the direction of the working forces, the work schedules, the right to decide on the number of employees needed by the Employer at any time, the right to use improved methods, machinery and equipment, and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Employer

- 3.03** The Employer, subject to the terms of this Agreement, also has the right to make and alter from time to time, rules and regulations to be observed by the employees, but before altering such rules the Employer will discuss same with the Labour Relations Committee, and give employee representatives on the committee an opportunity to make representations with regard to such proposed alterations.
- 3.04** Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that any deliberate breach of any of the Employer rules, or of any of the provisions of this Agreement, shall be deemed to be sufficient cause for disciplinary action by the Employer, provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place, and whether disciplinary action is warranted.

ARTICLE 4 UNION SECURITY & CHECK-OFF

- 4.01** During the term of this Agreement, the Employer agrees to deduct regular Union dues from the wages of each employee in the bargaining unit. The current monthly dues will be deducted in equal amounts from each pay received in the calendar month, and shall be remitted to the Financial Officer of the Union within ten (10) days of the final monthly deduction.
- 4.02** In consideration of this deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of, or resulting from, the collection and forwarding of these dues.
- 4.03** The Union, or its members, will not engage in Union activities during work hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.
- 4.04** Employees covered by this Agreement shall receive copies of this Agreement, and a list of Representatives and Stewards, provided by the Employer as soon as practical following time of hire.
- 4.05** The Employer on a quarterly basis shall provide the Union with a list of all temporary employees and students indicating start and end dates.

ARTICLE 5 NO STRIKES OR LOCKOUT

- 5.01** There shall be no strikes or lockouts as defined in the Ontario Labour Relations Act during the terms of this Agreement. Accordingly, the Union and Employees agree to make every reasonable effort to perform their duties in the event of secondary picketing. It shall be the responsibility of the Employer to ensure the safety of the Employee.

- 5.02** The Union further agrees that it will not involve any employee of the Employer or the Employer itself in any dispute, which may arise between any other employer and the employees of such other employer.

ARTICLE 6 EMPLOYEE CATEGORIES

6.01 Temporary Employees

- (a) Temporary employees are persons hired for periods of limited duration with the intent of continuous employment not to exceed six (6) months. An extension may be granted with the consent of the Union. Temporary employees shall not accumulate Employer service credit or seniority nor shall they be entitled to any of the health benefits or sick leave plan. In addition, the entitlement of temporary employees under Article 22, Leave of Absence, is limited to that provided under the Employment Standards Act.

Note: Temporary employees are defined as employees hired directly onto payroll by the Employer. Temporary employees shall pay union dues on date of entry into the bargaining unit.

- (b) The Employer will notify the Union in writing of the following:
- i) The reason for the temporary position;
 - ii) The nature of the major duties to be performed;
 - iii) Confirmation that the rate to be paid to the Employee is within the contract range of the Collective Agreement for the temporary position;
 - iv) The expected duration.
- (c) When an Employee is directly or indirectly relieving for a maternity/parental/ adoption leave, the employee will be considered temporary for up to and including the duration of that particular leave.

6.02 Probationary Employees

- (a) Probationary employees are persons hired on a trial basis of six (6) months in order to determine their suitability for employment as a regular employee. After successful completion of the probationary period, written confirmation of regular status will be given to the probationary employee and the most recent date of hiring shall be established as the employment commencement date. During this period of probation, the probationary employee shall not be considered as having regular status. The service of probationary employees may be terminated by the Employer at any time during the Probationary period for unsatisfactory performance.

- (b) During their probationary period, probationary employees will be given a monthly performance evaluation in writing, to advise of their progress and/or lack of expected performance.

6.03 Permanent Full-Time Employees

Permanent full-time employees are persons who have successfully completed the probationary period and have been granted regular status with the Employer. They shall work full-time hours.

6.04 Permanent Part-Time Employees

Permanent part-time employees are persons who have successfully completed the probationary period and have been granted part-time status with the Employer and who work not more than twenty-four (24) hours per week.

ARTICLE 7 SENIORITY

No current PWU Member shall have their current seniority affected as a result of any language changes in this Article of the Collective Agreement.

7.01 Seniority Lists

- (a) The Employer shall maintain full-time and part-time seniority lists that include department position, including employees on extended leave of absence, showing the date upon which each employee commenced employment in the Bargaining Unit. Up-to-date seniority lists, together with a list of employees on recall, shall be given to the Chief Steward twice a year in January and July. Part-time union seniority shall accrue based on hours normally worked.
- (b) A new employee will be considered probationary for the first six (6) months and will have no seniority rights during that period. After six (6) months of continuous service, he will be granted regular status as such, entitled to the benefits provided for regular staff. His/her seniority shall then date back to the date on which his employment commenced.

7.02 Loss of Seniority

Seniority rights and employment shall be terminated if an employee:

- (a) Retires;
- (b) Resigns;

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- (c) Is discharged for cause and is not reinstated pursuant to the provisions of Article 8;
- (d) Is absent from work without leave for more than three (3) consecutive days unless, there was reasonable justification for such absence;
- (e) Is laid off for a period of more than twenty-four (24) consecutive calendar months;
- (f) Fails to return to work upon termination of an authorized leave of absence unless a reason in writing satisfactory to the Employer is given, or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- (g) Fails to return to work within fifteen (15) working days after being recalled from layoff by notice sent by registered mail unless an explanation in writing satisfactory to the Employer is given by the employee;
- (h) Is absent from work due to illness or disability, which absence continues more than thirty-six (36) months, except in cases of Workers' Compensation which shall be in accordance with Article 31;
- (i) While in receipt of Workers' Compensation benefits from the Workplace Safety and Insurance Board and has concluded the period of re-employment obligation as established by Section 41(7) of the Workplace Safety and Insurance Act, 1997, provided that such absence is not less than forty-eight (48) months from the date of the injury.

7.03 Employer Service Credit

An employee shall have his Union seniority and Employer Service Credit frozen, (excluding leaves as determined by the Employment Standards Act 2000) and there shall be a pro-ration of vacation and recognized holidays on the basis of time worked when an employee is on leave of absence without pay for a period exceeding thirty (30) calendar days as per Article 22.03.

Note: Employer Service Credit is defined as time employed by the Employer. Union seniority is defined as time employed as a bargaining unit employee.

- 7.04** When a bargaining unit member accepts a temporary non union position, their bargaining unit seniority shall be frozen after twelve (12) months in any eighteen (18) month period until they return as a bargaining unit member. This term shall be for not longer than eighteen (18) months. They shall be required to continue to pay union dues during this time period in order to maintain eligibility to return to the bargaining unit.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 (a) Any difference of opinion regarding the interpretation, application, or administration of the terms of this Agreement shall be considered a fit matter for the grievance procedure.

(b) The parties acknowledge that in the interests of promoting good working relationships, the above mentioned differences should be dealt with and settled at the earliest possible stage. The aggrieved employee will seek to resolve the issue with his supervisor (and Steward if requested) prior to invoking the aforementioned formal process. Failing resolution of the issue, Step 1 of the grievance process will be applied.

(c) Grievances shall be in writing for Step 1 and Step 2 and must cite the grievous act or, specific provision(s) of the agreement, which is claimed to have been violated and the redress sought. Grievances must be filed by the Union or Chief Steward (or delegate) within twenty (20) working days of the alleged violation and shall be dealt with in the following manner:

Step 1

A Chief Steward (and the employee if required), shall take the grievance up with the Manager. The Manager shall respond in writing, on or with the grievance document within three (3) working days. The Chief Steward will advise Management in writing the reason(s) why a written settlement offer has been declined. Failing settlement at this stage, the Chief Steward may immediately proceed to step 2 within an additional three (3) working days.

Step 2

(a) The Chief Steward, up to two (2) Lead Stewards and, a representative of the Union, may take the matter up with the Vice-President of Human Resources and Labour Relations within five (5) working days of Step 1. The Vice President of Human Resources and Labour Relations shall respond in writing on or with the grievance document within five (5) working days. The Chief Steward will advise the Employer in writing the reason(s) why a written settlement offer has been declined. Failing settlement at this stage the matter may be referred at any time within an additional three (3) calendar weeks to Arbitration as set out in Article 9.

(b) The Employer agrees that there shall be no loss of base wages for time spent by the Steward(s) and/or the grievor(s) to attend grievance meetings as per Article 8.01.

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- 8.02** The time limit fixed in both the grievance and arbitration procedure must be adhered to but may be extended in writing by consent of both parties to this agreement.
- 8.03** The Union may file a group or policy grievance at Step 2. The Union shall not file an individual grievance as a group or policy grievance.
- 8.04** It is understood that the Employer may bring forward at any meeting held with the Labour Relations Committee, any complaint with respect to the conduct of the Union, its Officers or Stewards, and that if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to arbitration in the same way as the grievance of an employee starting at Step 2.

ARTICLE 9 ARBITRATION

- 9.01** The parties in this Agreement will use the services of a mutually agreeable single Arbitrator as a means of settling grievances and disputes.
- (a) The party desiring Arbitration under this Article will notify the other party, in writing, in accordance with the provisions of Article 8.01 and recommend an Arbitrator. In the event the responding party does not agree to selection of the recommended Arbitrator the process in 9.01 b) will be utilized.
- (b) Each party shall name three (3) Arbitrators. The parties will identify an agreed upon list of six (6) Arbitrators. This list will be renewed the beginning of every year. Failing to agree on an Arbitrator from the agreed upon list, referral shall be on a rotating basis.
- (c) The Arbitrator shall set a hearing date to take place within fifteen (15) days of the date of the referral and shall render a decision on the case within thirty (30) days of the completion of the hearing of the matter.
- (d) Each party shall pay their own costs and expenses of the Arbitration and one half the remuneration and disbursement or expenses of the Arbitrator.
- (e) An Arbitrator shall not have the power to add to or subtract from or change the provisions of this Collective Agreement or to deal with any matter not contained in the statement of grievance filed by the party referring the matter to arbitration.

ARTICLE 10 DISCHARGE CASES/DISCIPLINARY RECORDS

- 10.01** When the Employer schedules a meeting or conducts an investigation that could reasonably be anticipated to lead to discipline to an employee, the Chief Steward will be notified in advance of the meeting. A Union steward will be present at the

meeting. Prior to the imposition of discipline, the Chief Steward or delegate will be allowed to interview the employee.

10.02 In the event of an employee who has attained seniority being discharged from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

10.03 All such cases shall be taken up within seven (7) days and disposed of within fourteen (14) days of the date the employee is notified of his discharge, except where a case is taken to arbitration. A claim by an employee who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Employer, within seven (7) days after the employee ceases to work for the Employer. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such cases.

10.04 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for time lost, or by any other arrangement, which is just and equitable in the opinion of the conferring parties.

10.05 When an employee has been dismissed without notice, the employee shall have the right to an interview with their Chief Steward or delegate for a reasonable period of time before leaving the Employer's premises at a time and place designated by his Supervisor.

10.06 The Employer agrees to continue to pay the health and dental benefits for the grievor during a suspension and/or termination until the earlier of six (6) months, a mutually satisfactory resolution has been achieved or an arbitration award has been issued.

10.07 Unless otherwise agreed to, all disciplinary records will be removed from the employee's file after twenty-four (24) months from the last recorded disciplinary action unless there has been further related occurrences.

10.08 All employees shall have access to their own personnel file, permission to be arranged through their immediate Supervisor.

10.09 An Employee may request copies of any material contained in his personnel file.

ARTICLE 11 RELATIONSHIPS

11.01 The Employer will recognize Chief Stewards, Lead Stewards and Stewards whose function will be to deal with matters arising out of this Agreement. The Employer will recognize Union Stewards who will be selected to represent the Union on labour relations matters.

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- (a) Reasonable time during working hours will be allowed with no loss of pay to investigate concerns and grievances regarding the implementation and/or interpretation of the Collective Agreement provided that the Union steward has the authorization of the department Supervisor. In obtaining such authorization, the Union steward shall state his/her destination to the immediate Supervisor, and report to the Supervisor at the time of his/her return to work.
- (b) Reasonable time to attend Union training will be provided and the Union will reimburse the Employer for wages at normal rates of pay. The normal payroll burden will be applicable only when Union releases are for five (5) consecutive days or longer.
- (c) Reasonable time to fulfill responsibilities will be provided to the Chief Steward. The Union will reimburse the Employer for wages at normal rates of pay. The normal payroll burden will be applicable only when Union releases are for five (5) consecutive days or longer.

11.02 It is understood that as an employee of the Employer there may be times that a Union steward may not be released from their job duties, however, releases will not be unreasonably denied.

11.03 (a) The Employer undertakes to instruct all members of its supervisory staff to co-operate with the Union stewards in the carrying out of the terms and requirements of the Agreement.

(b) The Union undertakes to instruct its Officers, Union stewards and members to co-operate with the Employer and with all persons representing the Employer in any supervisory capacity.

(c) The union will supply the Employer with the names of its officers. Similarly, the Employer will supply the Union with a list of its Supervisory or other personnel with whom the Union may be required to transact business.

11.04 (a) The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either them or their representatives or members because of political affiliation, or membership in the Union or because of activity or lack of activity in the Union.

(b) New employees shall be advised of the name of their Steward, with an introduction within the first five (5) working days of employment.

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11.05 The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Employer, except as specifically permitted by this Agreement.

11.06 The parties acknowledge that in the interests of promoting good working relationships, any differences should be dealt with and settled at the earliest possible stage. Generally the employee will seek to resolve the issue with his Supervisor.

11.07 Present members of the Union and all new employees as recognized in Article 2 - Recognition, who remain in the employ of the employer shall be members of the Union and remain in good standing in said Union.

ARTICLE 12 COMMITTEES

12.01 Negotiation Committee

(a) The Employer will recognize a Negotiation Committee composed of not more than seven (7) regular employees and a representative(s) of the Power Workers' Union. The purpose of the Negotiation Committee will be to bargain the terms of the Collective Agreement.

(b) The Employer shall, for direct negotiations including conciliation, pay the normal wages and benefits for seven (7) members of the Union Negotiating Committee to a maximum of five (5) normal work days pay per committee member.

12.02 Labour Relations Committee

Labour Management Meetings will be held quarterly as follows:

(a) The Employer will recognize a Labour Relations Committee comprised of the Chief Steward, Lead Stewards, and Staff Officer. The Employers representatives will include but not be limited to a Senior Human Resource Officer designated by the Employer and not less than two (2) members of the Senior Management Team.

(b) The Agenda will be set one week prior to the meeting and all meetings will be co-chaired.

(c) New items can be tabled at the meeting for discussion under new business. Meeting minutes will be prepared and jointly agreed to one week after the meeting. Approved minutes will be provided to each member and the President and CEO.

(d) Union Stewards will be provided up to one (1) hour preparation time prior to the beginning of the meeting.

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- (e) Either party can call an additional meeting of the Labour/Management Committee by submitting an agenda to the other party seven (7) days in advance of the meeting date.
- (f) Meetings will be held on employer time and premises.

12.03 Grievance Committee

The Employer will recognize a Grievance Committee composed of one (1) Chief Steward and up to two (2) Lead Stewards and a representative(s) of the Power Workers' Union. The purpose of the Grievance Committee will be to attend meetings at Step 2 of the grievance procedure.

12.04 Joint Health and Safety Committee

- (a) The Employer will recognize a Joint Health and Safety Committee. A Safety Committee shall be established as set out in the Occupational Health and Safety Act. The number of the Committee members shall be determined not to exceed nine (9) Union employees and shall meet on a bi-monthly basis or as mutually agreed. The number of Committee members to be determined will be reviewed by the Joint Health & Safety Committee.
- (b) The Joint Health and Safety Committee shall operate in accordance with the Occupational Health & Safety Act.
- (c) The parties agree to jointly prepare and review at least once annually a written Occupational Health and Safety Policy and develop and maintain a program to implement that policy.

12.05 Joint Clothing Committee

- (a) The Employer will recognize a Clothing Committee (JCC) composed of four (4) employees selected by the Union and four (4) representatives selected by the Employer.
- (b) The purpose of the Committee is to meet semi-annually, or more often as agreed to by the Committee to review the list of clothing entitlements and to make recommendation to the Labour Management Committee for revisions as necessary, based on mutual agreement of the parties. The Committee will consider costs, rationale and preferences of the employee groups in making decisions

12.06 Joint On-Call Committee

- (a) The Union and the Employer will establish a Joint On-Call Committee not to exceed four (4) members each, to meet, discuss and establish on-call coverage within the organization.
- (b) The committee's considerations will include, but not be limited to, meeting employer customer requirements, equitable distribution of on-call assignments, level of on call coverage, trading of on-call, geographical make-up of on-call lists and the functional groups that will provide on-call coverage.
- (c) The committee will meet periodically, as determined by the Co-Chairs, and will make recommendations to the Labour Management Committee.

12.07 Job Classifications, New Jobs and Changes to Jobs:

The Employer will recognize a Joint Job Classification Committee composed of three (3) employees appointed by the Union, three (3) representatives appointed by the Employer and one (1) representative of the Power Workers' Union.

Existing classifications will not be replaced by a new job classification without agreement of the parties.

Duties will not be transferred from a higher paid classification to lower paid classification without agreement of the parties.

The Job Classification Committee will be responsible for the following:

(i) Existing Jobs Classifications:

The Joint Job Classification Committee will establish Job Descriptions that reflect the current duties and requirements of all existing job classifications.

Any disagreement between the parties regarding Job Descriptions may be referred to mediation/arbitration for final disposition.

(ii) Change to a Current Job:

Where there is a significant change in the duties or requirements of a job after January 1, 2013, the Union, through the Chief Steward, may request a joint job review.

The Joint Job Classification Committee will review the change(s), revise the Job Description as appropriate and assess whether the additional duties or requirements of the job warrant an increase in pay.

If the parties cannot come to agreement the Union may refer the issue to mediation/arbitration for final disposition.

(iii) New Job Classifications:

Management will create a proposed Job Description and forward to the Union for review and comment.

The parties will jointly finalize the Job Description and wage rate for the new job.

Either party may refer any disagreement regarding the new Job Description or the appropriate wage rate for the new job to mediation/arbitration for final disposition.

ARTICLE 13 HOURS OF WORK

13.01 Alternate Hours of Work

Alternate hours of work other than those noted below may be developed and implemented provided the following principles are adhered to:

- (a) Such schedules will be established by mutual agreement of the Labour Relations Committee.
- (b) Affected employees have given their consent to such an arrangement.
- (c) Operational effectiveness will be maintained.
- (d) Either party may cancel such arrangements with thirty (30) days notice.

Such arrangements may include flexible hours, summer hours, compressed work week, etc.

13.02 Hours of Work – Inside Employees

- (a) (i) The normal work week of all office and clerical employees shall be thirty-five (35) hours of work per week consisting of five (5) days of seven (7) hours, not before 07:30 hours and not later than 18:00 hours, Monday to Friday inclusive, with one (1) hour for an unpaid lunch between 12:00 and 14:00 hours. The core hours shall be 08:00 hours to 16:30 hours. Hours worked shall be by mutual agreement between the employee and his/her supervisor. The employer reserves the right to ensure coverage during core hours.

- (ii) The normal work week of all technical employees (see Appendix A which refers to employees) shall be thirty-seven and one-half (37 ½) hours per week, consisting of five (5) days of seven and one-half (7 ½) hours, not before 07:30 hours and not later than 18:00 hours, Monday to Friday inclusive, with one-half (1/2) hour for an unpaid lunch between 12:00 and 14:00 hours. The core hours shall be 07:30 hours to 16:30 hours. Hours worked shall be by mutual agreement between the employee and his/her supervisor. The employer reserves the right to ensure coverage during core hours.
- (b) All employees are entitled to two (2) fifteen (15) minute paid breaks – one in the morning and one in the afternoon. Where the employee voluntarily forfeits the break, they will not be entitled to the overtime provisions of the collective agreement.

13.03 Hours of Work – Outside Employees PowerStream North

- (a) The hours of work for the Outside employees shall consist of five (5) days of eight (8) hours per day from 0730 to 1600 Monday to Friday inclusive with a one-half (1/2) hour unpaid lunch. Lunches are to be taken at the job site.
 - (i) All employees are entitled to two (2) fifteen (15) minutes paid breaks – one in the morning, and one in the afternoon. Where the employee voluntarily forfeits the break, they will not be entitled to the overtime provisions of the collective agreement.

13.04 Hours of Work - Outside Employees PowerStream South

- (a) The normal work week of all outside employees shall be forty (40) hours per week, Monday to Friday, consisting of five (5) days of eight (8) hours, excluding lunch periods.
- (b) Notwithstanding the above, the normal work week of employees in the Lines, Metering and Stores departments shall be forty (40) hours per week, four (4) consecutive days, between Monday and Friday, of ten (10) hours at regular pay, excluding lunch periods.
- (c) The hours of work for Outside employees shall be between 06:30 hours and 17:30 hours. A one-half (1/2) hour unpaid meal break shall be between 11:30 hours and 14:00 hours unless otherwise mutually agreed arrangements are made between the employee and immediate Supervisor that do not unduly interfere with the efficient operation of the job. Hours worked outside of those hours shall be by mutual agreement. Lunches are to be taken at the job site.

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- (d) Break Periods- There will be two (2) fifteen (15) minute break periods allowed, one (1) in the forenoon, and one (1) in the afternoon. Break periods are to be taken at the job site.

13.05 Time Off

For calculation purposes, all sick leave and vacation shall be calculated in hours, and one (1) day equals eight (8) hours, while one (1) week equals forty (40) hours. Therefore, any employee who takes leave working a ten (10) hour day shall have ten (10) hours of vacation or sick time deducted from his credits. Employees working the compressed work week that are scheduled off on a recognized holiday will receive ten (10) hours pay or time off in lieu at a time that is mutually agreeable. This lieu time shall not be counted towards banked time under Article 15.02.

ARTICLE 14 SHIFT WORK OUTSIDE EMPLOYEES

14.01 Shift Premiums

- (a) The hourly shift premium for those employees scheduled to start work between the hours of 12:00 and 21:00 will be:

April 1, 2016 \$1.20 per hour
April 1, 2017 \$1.40 per hour

- (b) The hourly shift premium for those employees scheduled to start work between the hours of 21:00 and 7:00 will be:

April 1, 2016 \$1.50 per hour
April 1, 2017 \$1.75 per hour

- (c) No shift premium shall be paid for any hours to which overtime premium applies.

14.02 Shift Schedule

It is mutually agreed that if the Employer introduces additional shifts the issue of hours of work will be negotiated with the Union.

14.03 Shift Staffing

No employee shall be required to work a shift schedule against their wishes when other qualified employees are willing to perform the required work. If the numbers willing to work the shift are insufficient the shift work will be assigned in reverse seniority among the other qualified employees on a weekly basis. Notwithstanding the above, this provision does not apply to Subforeman.

14.04 Trouble Crew Shift – PowerStream South

The normal work week for employees on day and afternoon trouble shift will be forty (40) hours per week, Monday to Friday, consisting of four (4) ten (10) hour days as follows:

Day shift will consist of ten (10) hours between the hours of 06:30 and 16:30 including one-half (1/2) hour paid lunch to be taken at the job site. Afternoon shift will be between 12:00 to 24:00 including one-half (1/2) hour paid lunch at the job site.

ARTICLE 15 OVERTIME AND BANK TIME

15.01 Overtime

- (a) All time worked by employees beyond the normal work day, or work week, or on a holiday shall be considered as overtime. Employees shall be paid two times (2x) their base rate for all overtime.
- (b) Overtime worked will be divided as equally as practicable, in order of seniority, among employees regularly performing the work to be done.
- (c) Any employee called out from his home will receive a minimum of two (2) hours' pay at overtime rates. Any employee performing work from his home will receive a minimum of one (1) hour pay at overtime rates.
- (d) Scheduled Overtime
 - (i) All time worked by employees beyond the normal work day, or work week, or on a holiday, shall be considered as overtime. Such time will be referred to as scheduled overtime if notice is given to the employee before the end of normal hours on the preceding working day. The Employer will maintain a log of scheduled overtime performed by each employee, and post it for inspection by an employee, and will attempt to balance such overtime among employees regularly performing such work.
 - (ii) In the case of scheduled overtime, if the arrangement is cancelled after an employee has reported to work or has been given notice less than two (2) hours before he is scheduled to report to work for the overtime work, such employee shall be paid for two (2) hours at the appropriate overtime rate.

15.02 Banked Time

Banked Time provisions will apply to all employees.

- (a) Overtime hours worked may be banked or paid at the appropriate premium rate.
- (b) A maximum of eighty (80) hours may be accumulated as banked time per calendar year.
- (c) Only outside employees on a ten hour per day work schedule, shall be required to take their banked time off in blocks of forty (40) hours.
- (d) Such time off will not create any overtime for other employees. The Employer will endeavour to accommodate such requests for leave.
- (e) Accumulation of Overtime

Employees may decide to accumulate overtime earnings in preference to normal payout for delayed payout during the first eleven (11) months of a calendar year. It is the responsibility of the employee to advise their supervisor of their choice. Requests for payout of accumulated overtime earnings shall be submitted in writing with not less than five (5) working days notice

- (f) Any, or all accumulated overtime earnings not previously scheduled for payment on record at December 1st in each year, will be paid to the employee concerned on the regular pay day nearest to December 15th at the employee's wage as of the date of payout.
- (g) If an outside employee on a ten (10) hour per day work schedule has not reached forty (40) hours in his/her bank as of December 1, the employee will be permitted to take the banked time as time off, but only in consecutive full day increments, with any balance for a partial day left over being paid out.

ARTICLE 16 VACATIONS WITH PAY

- 16.01** (a) The vacation year commences January 1st and ends December 31st. New employees hired during the year will receive one (1) day per month to a maximum of ten (10) days; entitlement is based from their hire date to the end of that year (December 31st). Normal entitlement will begin January 1st following their hire date.
- (b) Vacations will, as far as practicable, be granted at the times most desired by employees, providing this does not impede the efficient operation of the

Employer's business. Where there is an emergency with the employee requiring immediate time off, due consideration will be made by the Employer.

16.02 It is not the Employer's intention to state when an employee is to take his annual vacation, but in the event an excessive number of employees request their vacation on coinciding dates, the Employer reserves the right to require the employee with lesser seniority to pick an alternative period. Notwithstanding, the Employer shall endeavour to allow an employee to take at least two (2) weeks of his total vacation entitlement during the months of July and August.

16.03 All regular employees shall be entitled to vacations with pay on the following basis in the calendar year in which they complete:

- (a) Two years or more of continuous service - three weeks vacation;
- (b) Eight years of continuous service - four weeks vacation;
- (c) Fourteen years of continuous service - five weeks vacation;
- (d) Twenty-one years of continuous service - five weeks vacation + 1 day;
- (e) Twenty-two years of continuous service - five weeks vacation + 2 days;
- (f) Twenty-three years of continuous service - five weeks vacation + 3 days;
- (g) Twenty-four years of continuous service - five weeks vacation + 4 days;
- (h) Twenty-five years of continuous service - six weeks vacation;
- (i) Twenty-six years of continuous service - six weeks vacation + 1 day;
- (j) Twenty-seven years of continuous service - six weeks vacation + 2 days;
- (k) Twenty-eight years of continuous service - six weeks vacation + 3 days;
- (l) Twenty-nine years of continuous service - six weeks vacation + 4 days.

16.04 In no event will an employee receive more than his normal day's pay as a result of vacation provisions in this Agreement.

16.05 Vacations will be prorated in direct proportion to the regular time worked but not including for the purposes of this article:

- (a) Periods of paid time off - jury duty, bereavement leave, approved training programs;
- (b) Maternity, parental and adoption leave as prescribed by the current Employment Standards Act;
- (c) Time off in receipt of sick benefits excluding Long Term Disability;
- (d) First six (6) months of Workers' Compensation;
- (e) Time off for Union Business

16.06 An employee may carry-over a maximum of ten (10) days vacation to the following year.

16.07 (a) An employee, to qualify for consideration of his request for preferred vacation in accordance with his bargaining unit seniority standing, must notify the Employer in writing on or before March 1st of each year. The Employer shall

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confirm or reject said request consistent with seniority, not later than March 15th.

(b) Up until December 16th, preferred holidays will be allotted in accordance with seniority for vacation time taken from the start of the first full week of January to March 31st. After December 16th, preference will be based on application date.

16.08 Where an employee falls ill prior to normal quitting time on the work day preceding his vacation, he will be characterized as an employee absent due to illness. Any adjustments made to scheduled vacations must be mutually agreed upon.

16.09 Where an employee falls ill after normal quitting time on the work day preceding his vacation, or on any day during his vacation, he will be regarded as being on vacation. Notwithstanding, if an employee is hospitalized while on vacation, and provides the Employer with appropriate documentation, such time will revert to sick leave. Upon return to work, the employee shall be credited with vacation to be used at a future date, mutually agreed upon.

16.10 When an employee terminates employment any over advance of vacation will be deducted from his final pay.

16.11 If an employee dies, his estate shall be credited with value of vacation credits owing in accordance with the terms of the Collective Agreement and any over advance will be forgiven.

16.12 If an employee who is laid off and has been advanced vacation entitlements they shall not be required to reimburse the Employer for the advancement.

ARTICLE 17 RECOGNIZED HOLIDAYS

17.01 (a) A permanent full-time and probationary employee will be entitled to payment of his normal straight time wage rate for the following recognized holidays. The employee is required to work the full scheduled shift, which immediately precedes and the full scheduled shift which immediately follows such holidays. Employees who are on a paid leave of absence as specified in Article 22 or are absent due to bona fide illness or injury will receive this entitlement.

New Year's Day	Canada Day	Boxing Day
Good Friday	Civic Holiday Day	Family Day
Thanksgiving Day	Labour Day	3 Floater Holidays*
Victoria Day	Christmas Day	

And any other holiday proclaimed by the federal or provincial governments.

- (b) *To be taken at a mutually agreed upon time. Floaters must be taken as half or whole days. Employees will be granted use of one floater to provide a half (1/2) day off before Christmas and a half (1/2) day off before New Years Day or a day off on Easter Monday provided an irrevocable request is made to the Employer by February 28th.
- (c) During the first calendar year of employment only, anyone commencing employment between January 1st and February 28th is entitled to three (3) floaters, anyone commencing employment between March 1st and June 30th is entitled to two (2) floaters, anyone commencing employment between July 1st and August 31st is entitled to one (1) floater and anyone commencing employment on or after September 1st is not entitled to a floater holiday. Three floaters will be granted January 1st of each subsequent year. For any employee who resigns throughout the year, floaters will be prorated.
- (d) Payments for such holidays shall be based on the regular current hourly rate multiplied by the applicable normal work day subject to the following conditions:
 - (i) If an employee works on one of the above named paid recognized holidays, the employee will receive payment at double his basic rate for the time actually worked by the employee, in addition to receiving his holiday pay.
 - (ii) In no event will an employee receive more than his normal day's pay as a result of such holiday provisions.

17.02 When any of the above holidays fall on a Saturday or Sunday either the preceding Friday or the following Monday shall be declared a holiday with pay. The Employer shall notify the employees by December 1st of the preceding year.

17.03 If any one of the recognized holidays specified in Article 17.01 falls or is observed during an employee's vacation period, the day will be paid for as a holiday with the vacation day to be taken at a time consistent with the provisions of Article 16.

17.04 Part-time Employees/Temporary Employees

The part-time and temporary employees shall be paid an entitlement for statutory holidays as per the Employment Standards Act.

ARTICLE 18 SICKNESS AND INJURY

18.01 Purpose

The purpose of the plan is to provide regular and probationary employees with pay continuity and job security during periods of sickness or injury.

18.02 The Plan

The Employer agrees to maintain the plan that provides coverage during periods of sickness or injury as follows:

- (a) Short Term Coverage - periods up to eighty-five (85) consecutive working days.
- (b) Long Term Coverage - periods in excess of eighty-five (85) consecutive working days.

18.03 Short Term Coverage

- (a) The purpose of the Short Term Coverage is to provide regular and probationary employees with pay continuity and job security during all periods of sickness or injury up to the point an employee who is ill or injured is eligible for long term coverage.

Benefits in the short term for each occurrence of sickness or injury are:

- (i) Employees with less than one (1) year's service – fifteen (15) working days at regular pay and the balance at seventy-five percent (75%) of regular pay;
 - (ii) Employees with one (1) but less than two (2) years' service – thirty (30) working days at regular pay, balance at seventy-five percent (75%) of regular pay;
 - (iii) Employees with two (2) but less than three (3) years' service – forty-five (45) working days at regular pay, balance at seventy-five percent (75%) of regular pay;
 - (iv) Employees with three (3) but less than four (4) years' service – sixty (60) working days at regular pay, balance at seventy-five percent (75%) of regular pay;
 - (v) Employees with four (4) years' service – eighty-five (85) working days at regular pay.
- (b) The Employer shall have the right to have an employee who is claiming sick pay produce a Doctor's certification of illness, for each occurrence of illness, if absent for three (3) days or more, or upon request. The cost of the Doctor's certification of illness is at the expense of the Employer to a maximum of \$50.00. Subsequent Doctor's certifications for the same occurrence required by the Employer shall be at the Employer's expense.

Note: This Article does not create any new right for the Employer to require additional medical notes or reports.

- (c) In order to receive payment for sick time, the employee must speak directly to his immediate Supervisor. If unavailable, leave a message with the immediate Supervisor and contact an alternate supervisor. If the alternate Supervisor is also unavailable leave a message with Alternate Supervisor. The above must take place within thirty (30) minutes prior to his regularly scheduled start time for each day of absence or less frequently as determined by the immediate supervisor.

18.04 Existing Sick Leave Bank

Employees currently employed with an accumulated sick leave program (one and one-half (1½) days per month) will be entitled to utilize these banks to complement the Short Term Disability Plan outlined above in the following manner:

- (a) Sick leave banks as of date of ratification will be reduced by eighty-five (85) days;
- (b) Sick leave banks after adjustment will be frozen;
- (c) Adjusted sick leave banks can be utilized after all the benefits of the Short Term Disability Plan have been exhausted and prior to LTD coverage.
- (d) There is no utilization of the sick leave banks for reasons other than outlined above.

18.05 Medical and Dental Appointments

- (a) Employees will make every effort to schedule medical and dental appointments outside their normal work hours. In the event it is not possible to do so, employees will make every effort to schedule such appointments at the beginning or end of their normal hours of work.
- (b) Notwithstanding the above, employees will provide as much advance notice as possible to their immediate Supervisor of the date and time of the appointment, and may use up to two hours to attend to a personal medical or dental appointment. The immediate Supervisor will keep a record of such absences, up to a maximum of eight hours per calendar year. When the total time used by the employee in one calendar year exceeds eight hours, the excess shall be recorded as sick time.

18.06 Long Term Disability Coverage

Benefits in the long term are those provided under the Group Disability Plan and begin after the eighty-fifth (85th) working day.

The Long Term Disability Coverage will provide seventy-five percent (75%) of normal earnings up to a maximum as provided under the Group Disability Plan (\$6,000 per month and payable to age 65). No employee shall make more than eighty-five percent (85%) of their gross earnings from all sources.

18.07 General Conditions of Coverage

- (a) After the eighty-fifth (85th) day and the exhaustion of any sick leave bank, an Employee shall cease to accrue Employer service credit and any vacation or recognized holiday shall be paid and prorated only on the basis of time worked.
- (b) For a period of time not to exceed twenty-four (24) months from the first day on approved Long Term Disability, the employee shall be eligible to return to the same position classification if capable of performing the required work. If unable to perform the required work, the employee shall be considered for any current vacancies that he is qualified to perform subject to the provisions of Article 23.01.
- (c) The Employer shall continue to pay, for a period of time not to exceed twenty-four (24) months from the first day on approved Long Term Disability, the premiums for benefits in Article 19 of this Agreement.
- (d) After thirty-six (36) months, an Employee shall cease to accrue seniority
- (e) In consideration of the benefits granted by the Employer, the Employees agree to make no claim against savings in E.I. premiums resulting from the Sickness and Injury Plan.

ARTICLE 19 HEALTH AND INSURANCE PLANS

19.01 The Employer agrees to pay one hundred percent (100%) of the cost of the Employers Health Tax.

19.02 The Employer agrees to pay one hundred percent (100%) of the cost and maintain coverage for a benefits plan that provides for Extended Health Care, Hospitalization, Dental and Life Insurance as outlined in the Memorandum of Settlement June 21, 2010. The Employer and the Union shall meet within thirty (30) days of ratification to review the Benefits booklet, the provisions of which form part of the Collective Agreement. The Employer shall make copies of the Benefits booklet available to all employees.

PowerStream Inc.

- 19.03** The Employer reserves the right to change benefit carriers providing the level and continuity of each benefit is not reduced. The Employer shall provide the Union with thirty (30) days written notice of their intent to change carriers.
- 19.04** Benefits will continue for employees who work beyond age sixty-five (65) on the same terms as those employees below the age of sixty-five (65) unless prohibited by law.
- 19.05** When an active employee dies as a direct result of a physical injury suffered on the job or occupational disease directly related to their employment with PowerStream and the claim is accepted and paid for by the WSIB, the surviving spouse and the dependent children as defined in the Summary of Benefits shall continue to receive full medical and hospital services coverage at the Employer's expense for ten (10) years or until normal retirement age of the deceased employee whichever is less. The dependent children benefit ceases at age 22 or age 25 if attending a recognized post secondary institution.
- 19.06** When an active employee dies as a direct result of a physical injury suffered on the job or occupational disease directly related to their employment with PowerStream and the claim is accepted and paid for by the WSIB, the surviving spouse or dependent children under the age of 22 where there is no spouse, shall continue to receive the normal straight time earnings of the deceased employee in effect at the time of the employee's death for the next ten (10) years or until normal retirement age of the deceased employee whichever is less. Any payments paid shall be reduced by the amount paid or received under the OMERS Pension Plan, Canada Pension Plan and WSIB.
- 19.07** For benefit items which may be eligible for coverage under the Assistive Devices Program, as well as the Employer's Health Plan, employees can claim the difference between what they actually pay and the amount reimbursed by the government agency.
- 19.08** Temporary employees are not entitled to benefits under this Article.

ARTICLE 20 HEALTH AND INSURANCE PLANS – RETIREES

- 20.01** The Employer agrees to pay eighty percent (80%) of the cost of the Extended Health Care, Hospitalization, Dental and Life Insurance Plan, the provisions of which form part of this Collective Agreement (Refer to benefit booklet) for employees who retire early under the OMERS pension plan. Such employees must have a minimum of fifteen (15) years' service with PowerStream including service with any of its predecessor companies at the time of retirement. Such benefits shall cease when the retiree reaches age 65 unless otherwise specified.

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All existing employees and all new employees hired during the term of this Collective Agreement are eligible for post retirement benefits.

The Employer reserves the right to change benefit carriers providing the level and continuity of each benefit is not reduced. The Employer shall provide the Union with thirty (30) days' written notice of their intent to change carriers.

20.02 Former Hydro Vaughan employees who have access to lifetime retiree benefit coverage will continue to have such benefits provided by the Employer, at no cost to the retiree.

ARTICLE 21 PENSION

21.01 All probationary and permanent employees, effective the date of commencement of employment, shall participate in the Ontario Municipal Employee's Retirement System (OMERS) pension plan and authorize deductions from their wages in accordance with the prevailing regulations for administering the plan. The employer agrees to remit employee and employer contributions in accordance with the Plan regulations.

ARTICLE 22 LEAVE OF ABSENCE

22.01 Jury Duty

An employee required to serve as juror, or subpoenaed as witness, shall receive his regular rate of pay, excluding any premiums, for time so served, provided that the employee furnishes the Employer with a Certificate of Service for that time signed by the Clerk of the Court.

22.02 Bereavement Leave

When death occurs to a member of an employee's family, the employee will be granted leave of absence on compassionate grounds as follows:

- (a) Up to one (1) working day leave of absence from work with pay in the event of the death of his aunt, uncle, niece and nephew. The leave shall be for the purpose of attending the funeral.
- (b) Up to one (1) day leave with pay to attend the funeral of an employee, conditional on operational needs, as determined by the Employer:
- (c) Up to three (3) working days leave of absence from work with pay in the event of the death of his, brother-in-law, step brother-in-law, sister-in-law, step sister-in-law, step brother, step sister, son-in-law, step son-in-law, daughter-in-law, step daughter-in-law, grandmother, grandfather, grandmother-in-law and grandfather-in-law.

- (d) Up to five (5) working days leave of absence from work with pay in the event of the death of a spouse (to include common law spouse and same sex partner), son, step son, or daughter, step daughter, brother, sister, parent, step parent, parent-in-law, step parent-in-law or grandchildren.

This leave, with or without pay, may be extended at the sole discretion of management. Only that portion of the said one/three/five (1/3/5) days that would otherwise have been regular time will be paid.

22.03 Personal Leave

The Employer may at its discretion grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests of such leave of absence shall be in writing as far in advance as practicable, and the Employer agrees to confirm, or deny, the request for such leave as soon as practicable.

22.04 Pregnancy/Adoption/ Parental Leave

(a) Pregnancy

Upon at least two (2) weeks written notice to the Employer, and provision of a Certificate from a legally qualified medical practitioner stating the expected birth date, a pregnant employee will be granted seventeen (17) weeks pregnancy leave without pay.

(b) Adoption/Parental Leave

Unpaid Parental Leave of up to thirty-seven (37) weeks will be granted to employees who have completed thirteen (13) weeks employment upon at least four (4) weeks' notice to the Employer. In unforeseen circumstances, less than four (4) weeks but no less than two (2) weeks may be accepted. The Parental Leave for a female employee who has taken Pregnancy Leave must commence immediately following the expiration of her Pregnancy Leave.

- (c) For all other employees, Adoption/Parental Leave must begin no more than thirty-five (35) weeks after;
 - (i) The birth of the child; or,
 - (ii) The child comes into the care and custody of the parent.

- (d) The following provisions apply to Adoption/Parental and Pregnancy Leave:
 - (i) An employee who is on pregnancy leave and who has applied for and is in receipt of Employment Insurance maternity benefits shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The benefit shall be equivalent to the difference between sixty-five percent (65%) of the employee's normal weekly earnings and the sum of

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her weekly Employment Insurance benefits and any other earnings. The supplement shall commence following completion of the two (2) week Employment Insurance waiting period and following receipt of proof satisfactory to the Employer that the employee will be in receipt of Employment Insurance maternity benefits. The employer will pay the employee's salary at sixty five percent (65%) for the first two (2) weeks of the leave.

(ii) An employee who is on parental leave and who has applied for and is in receipt of Employment Insurance parental benefits shall be paid a supplemental unemployment benefit for a period not exceeding thirty-five (35) weeks. The benefit shall be equivalent to the difference between sixty-five percent (65%) of the employee's normal weekly earnings and the sum of his or her weekly Employment Insurance benefits and any other earnings. The benefit shall commence following completion of the two (2) week Employment Insurance waiting period and following receipt of proof satisfactory to the Employer that the employee will be in receipt of Employment Insurance Parental benefits. The employer will pay the employee's salary at sixty five percent (65%) for the first two (2) weeks of the leave.

(iii) For the purposes of Articles 22.04 (d) (i) and (ii), the employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave times the employee's normal weekly hours.

(iv) Receipt of the benefit detailed in Articles 22.04 (d) (i) and (ii) is further conditional on:

- The employee having been permanently employed for at least twelve (12) consecutive months prior to the date of the commencement of the approved leave; and,
- The employee agreeing in writing that they will return to work at the conclusion of the leave and will remain an active employee for not less than six (6) months after returning to work. If the employee fails to do so, the employee acknowledges indebtedness to the Employer for the full amount received under this provision.

22.05 (a) Except for employees on leave in Article 22.04 (where the Employer shall pay the full cost of Health, Dental and Life Benefits for the duration of the leave), any employee who is absent from work under any provision for leave of absence shall be allowed to participate in benefit plans as provided for in this Agreement for a period not exceeding twelve (12) calendar months, provided that after the first three (3) calendar months he pays to the Employer, at not more than monthly intervals, the full cost of such plans. The Employer shall pay the full cost of the plans for the first three (3) calendar months.

- (b) Notwithstanding the above, the continuation of Health, Dental and Life Benefits during such leaves is subject to approval by the insurer. Long Term Disability coverage will immediately cease during any personal leaves and will be reinstated upon return to active duty.

22.06 Family Leave

An employee is entitled to take up to ten (10) days per calendar year (2 paid days, 8 unpaid days) for the purpose of providing family care to an immediate family member (i.e. mother, father, spouse, child). The paid time will be deducted from the employee's sick leave.

22.07 Emergency Leave

When, in the Employer's judgement, the circumstances warrant such action, leave of absence with pay will be granted. This leave is based upon reasons of personal emergency, where an employee is faced with the effects of a severe storm, fire or flood.

ARTICLE 23 - JOB POSTINGS

23.01 (a) Permanent Positions

- (i) The Employer shall give the Chief Steward an advanced copy of any bargaining unit job posting twenty-four (24) hours before posting and shall post a notice of vacancy on the bulletin board and electronically, with its rate of pay, for a period of seven (7) working days, to give present Employees an opportunity to apply for this position. An employee on an approved leave or vacation for the entire posting period will be allowed a further five (5) working days to apply. Furthermore, qualified internal applicants will be interviewed for the vacancy and given first opportunity to fill the vacancies before any external applicants are considered.
- (ii) The Employer agrees to recognize time served as probationary when the employee moves from a temporary assignment to a permanent position within the same job classification with no interruption.

(b) Temporary Positions

- (i) Work will be assigned to the Department employees on the basis of Management's assessment of workload and priorities. Prior to reassigning work and/or seeking temporary employees, Management will give due consideration to the employee's preferences to work in the different functional areas.
- (ii) In the event temporary vacancies occur, (three (3) months or greater), the Employer will post such new jobs or vacancies (including all leaves of three (3) months or greater) for a period of seven (7) working days before new employees are hired in order to allow employees with seniority to apply.

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- (c) Any newly created temporary or permanent job positions or job classifications shall be negotiated with the Union and become part of this agreement once the pay rate has been determined by the parties.
- (d) In all appointments and promotions, the Employer shall select the best candidate to fill the vacancy based upon qualifications as the governing factor. Where qualifications are equal, seniority in the bargaining unit will govern. All offer of employment letters to be copies to the Chief Steward.

For the purposes of this Article, qualifications refer to necessary training, experience, and competencies required for the position as outlined in the position description.
- (e) Successful applicants to temporary vacancies must complete the temporary assignment prior to starting another temporary assignment.
- (f) Employees who are successful applicants to equal or higher rated non apprenticeship positions shall be placed in a progression step that does not reduce their current wage. For apprenticeship positions refer to Letter of Understanding 1.
- (g) Within seven (7) calendar days of the date of the appointment to a vacant position, the name of the successful applicant shall be sent to the Chief Steward, and a copy posted on bulletin boards with competition file number applicable.

(h) Trial Period

- (i) An employee who was the successful applicant will be subject to a three (3) month trial period.
- (ii) During the trial period, employees will be given a monthly performance evaluation in writing, to advise of their progress and/or lack of expected performance. After successful completion of the trial period written confirmation will be given to the employee.
- (iii) If the performance evaluation is unsatisfactory during this trial period, the employer may revert the employee to his former position at his former rate without loss of seniority. In such cases related job changes will be reversed.
- (iv) During the initial four (4) weeks of the trial period an employee may request to return to his former position at his former rate without loss of seniority. In such cases related job changes will be reversed.

ARTICLE 24 TEMPORARY RELIEF

- 24.01** The assignment of relief is an Employer right and increased duties must be assigned, not assumed.
- 24.02** When an employee is assigned to a higher paid classification, for three and a half (3½) hours or more, he/she shall be paid at the rate of ten percent (10%) above their normal wage rate for all hours worked in the higher classification. The employee providing relief will not be paid more than the end rate of the classification being relieved. In general there will be no compounding of premiums paid as it relates to relief pay and overtime, except where an employee is being paid relief during normal hours and the work continues into overtime hours.
- 24.03** When a Union employee is designated by the Employer to relieve in a Supervisory position outside the bargaining unit, he shall be paid at a rate of ten percent (10%) above his normal straight time wage rate.
- 24.04** When a Union employee is required to relieve for The Employer, they shall be chosen from qualified bargaining unit employees within that department.
- 24.05** If an employee is assigned to a higher paid classification for a period of five (5) days or more and a statutory holiday falls within the assigned period, they will be paid the higher rate.

ARTICLE 25 PROGRESSIONS

- 25.01** New employees will normally start at the probation rate, and will progress to the "balance of the 1st year" rate on satisfactory completion of six (6) months probation. Hiring date will be the anniversary for subsequent progress within a classification or as established by later appointments.
- 25.02** Performance Reports will be made monthly during the probation period, and progression within the classification will be automatic unless an unfavourable performance report is made, and a copy filed with the Union and with the employee concerned at least one (1) month before the progression date.
- 25.03** Changes in rate of pay will become effective at the beginning pay period nearest to the related anniversary.

ARTICLE 26 TRAINING COURSES

- 26.01** The Employer may determine that employees require additional knowledge and/or skill. The Employer may provide the necessary facilities and instruction to enable such employees as designated by the Employer, to acquire the additional knowledge and/or skill at no loss in wages, and during this training period the Employer will compensate such employees for any travel and/or meal expense.

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The Employer can choose to have Employee(s) use a designated corporate owned vehicle to attend said training. If an employee uses a corporate owned vehicle, they will not be eligible for travel expense coverage. Mileage will be paid at the Employer's approved rate from the lesser of the location where the employee would normally report or the employee's place of personal residence if a corporate owned vehicle cannot be made available.

26.02 When the employer requires employees to attend courses for durations longer than a full day, as determined by the Employer, accommodations may be made available based on single occupancy.

ARTICLE 27 LOCATION EXCHANGE

Employees in a classification at one location may be allowed to exchange locations with employees in the same classification in another location. The following principles will be adhered to:

- (a) Location exchanges are voluntary.
- (b) Exchanges shall occur in order of seniority in the classification at locations.
- (c) Employees shall assume the working conditions of the location.
- (d) Employees shall not be entitled to relocation/moving or travel expenses.
- (e) The Lead Steward in each location shall be notified.
- (f) Exchanges are subject to Employer approval.

ARTICLE 28 TEMPORARY WORK LOCATION

Upon forty-eight (48) hours notice to the employee, the Employer may temporarily assign employees from one work centre to another work centre.

For assignments greater than five (5) consecutive days, the employer will solicit volunteers with the necessary skills for assignments to temporary work location. Volunteers will be the first to be assigned to temporary work location. If there are insufficient volunteers with the necessary skill, the employer will assign employees to temporary work locations on a rotational basis in order of seniority (e.g. senior choice/junior force basis). These assignments will be distributed as equitably as possible.

These assignments may not exceed ten (10) consecutive work days per assignment without the agreement of the employee.

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All travel between locations will be completed on paid employer time for distance travelled over and above the employee's normal travel to a maximum of forty-five (45) minutes each direction. 407 transponders will be provided when applicable.

Employees who use their own personal vehicles to travel to the temporary work locations will be paid the corporate kilometre rate based on the distance over and above their normal travel.

When it is reasonable to do so, the employee may remain at the temporary work location rather than commuting daily and the employer shall pay reasonable expenses for meals and accommodation.

Notwithstanding the above the employer reserves any rights it may have to assign employees in unforeseen circumstances.

ARTICLE 29 LAY-OFF AND RECALL

29.01 Notice to Union

In the event of a layoff the Employer will:

- (a) Provide the Union with written notice of layoff at least seven (7) calendar days prior to notifying the employees to be laid off.
- (b) Meet with the Union through the Labour/Management Committee. This meeting shall occur within the seven (7) day notice period to review the following:
 - i) The reason causing the layoff;
 - ii) The level of service of the Employer after the layoff;
 - iii) Advise the Union of the position affected and the names of the employees to be laid off.
- (c) Employee shall have no less than thirty (30) calendar days written notice of the layoff.

29.02 Layoff Procedure

- (a) It is the intent of the Employer and the Union to consider all avenues prior to lay-offs. Consequently, wherever practical, the Employer will terminate contractors, agency staff, temporary employees, persons hired under a government-sponsored program and students, performing bargaining-unit work, prior to laying off any employees.
- (b) In the event of a layoff, the following procedure will be followed:

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- (i) Probationary employees will be laid off first; then
 - (ii) Part-time employees in the reverse order of their bargaining unit seniority. If faced with a layoff part-time employees may elect to displace full time employees with lesser seniority; then
 - (iii) Full-time employees in the reverse order of their bargaining unit seniority. If faced with a layoff full-time employees may elect to displace part time employees with lesser seniority.
- (c) It is understood that the remaining employees as outlined above, must have the ability to perform the normal requirements of the remaining jobs. Re-training will be provided as deemed reasonable by the Employer subject to Article 29.02 (d) below.
- (d) An employee placed into a new position as a result of the layoff and/or recall process shall be provided with a training and familiarization period of up to thirty (30) working days.

29.03 Bumping Process

An employee who has received written notice of layoff shall elect to either:

- (a) Accept the layoff; or
- (b) Displace an employee who has lesser bargaining unit seniority in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification.
- (c) This process shall be repeated at each lower classification by the affected employee(s) until all such employee(s) have been placed into jobs or laid off.

29.04 Employee Notice to Human Resources

Such election shall be in writing and filed with the Human Resources Department within forty-eight (48) hours of receipt of the layoff notice. This election shall be final.

29.05 Recall

An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided that they have the ability to perform the work before such an opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. In determining the ability of an

employee to perform the work for the purpose of the paragraphs above, the Employer shall not act in an unreasonable manner.

- 29.06** An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within twenty-four (24) months of being recalled as per Article 7.02.
- 29.07** No new employees shall be hired into a bargaining unit position until all those laid off have been given the opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- 29.08** Notice of recall shall be by registered mail in accordance with Article 7.02 (g) addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.
- 29.09** Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An employee who has been recalled to such a temporary vacancy shall not be required to accept such a recall and may instead remain on layoff.
- 29.10** No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one (1) or more part-time employees.

29.11 Benefits on Layoff

In the event of a layoff of an employee, the Employer will continue to pay its share of the insured benefits premium for up to six (6) months while the employee is on layoff.

ARTICLE 30 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 30.01** (a) The Employer will recognize a Joint Clothing Committee (JCC) as referenced in 12.05.
- (b) Up-to-date listings of approved clothing entitlements will be made readily available to all affected employees. A full one time issue will be supplied to new employees when entering into a classification identified on the entitlement list. It is understood that such clothing shall remain the property of the Employer, and shall be worn by employees while on duty.

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30.02 (a) The Employer will provide laundry/repair services for outer clothing (coats, jackets and overalls) supplied by the Employer as well as other Employer supplied clothing that has been extraordinarily soiled or damaged in the course of work upon approval of the employee's immediate Supervisor.

(b) Additional clothing will be issued by replacement as required subject to the approval of the employee's immediate Supervisor based on the condition of the item. Damaged or worn out items will be returned to the Employer for disposal.

30.03 (a) Employees that are required to wear approved safety footwear to perform their normal duties will be reimbursed up to a value of \$235.00 effective April 1, 2016, for safety footwear per calendar year.

Note: For System Controllers and Design Technicians, reimbursement will be every two (2) years.

(b) In addition to the above entitlement, replacements will be provided on the basis of proven need.

30.04 Safety Eyewear

Employees that are required to wear eye protection to perform their normal duties will be provided with safety eyewear, clear and tinted. Where prescription lenses are required, as certified by a prescription, the Employer, in consultation with the Joint Health and Safety Committee, shall specify the designated supplier of the eyewear manufactured from an appropriate standard of safety glass, and frames.

30.05 The Employer shall supply all tools and equipment necessary to carry out the work involved in maintaining service. Equipment shall include insulated/un-insulated rubber boots or galoshes, rubber gloves, fire retardant rainwear, leather gloves, hard hats, hearing protection and all other Personal Protective Equipment.

30.06 Safety clothing and/or appropriate equipment, as approved by the Health & Safety Officer, shall be supplied for all Health & Safety Committee members who need to inspect in areas that require safety equipment.

ARTICLE 31 WORKERS' SAFETY & INSURANCE BOARD

31.01 An employee, receiving benefits from the Workers' Safety and Insurance Board for illness or injury arising out of duties of their job, shall also receive an additional payment from the Employer for up to twenty-four (24) months which, when combined with the compensation payments, will bring the total equivalent net payments from the two (2) sources to 100% of the employee's normal wage.

ARTICLE 32 MEAL PAYMENT

32.01 (a) An employee who is required to work unscheduled or scheduled overtime for one and one half (1½) hours or more immediately prior to, or after, the normal work day, shall be paid a meal payment of fifteen dollars (\$15.00), and shall be allowed one half (½) hours of paid overtime, within three (3) hours of commencing the overtime, to obtain a meal. If this meal falls within the normal working hours, the rate shall be the regular hourly rate. If otherwise, the appropriate overtime rate will apply. Meal allowance of equal amount and mealtime under the same conditions will be allowed after each four (4) hours worked of consecutive unscheduled or scheduled overtime.

(b) An employee who is required to work scheduled overtime of eight (8) hours on other than their normal workday, if required to work for one and one half (1½) hours or more of scheduled or unscheduled overtime immediately prior to, or after, the scheduled eight (8) hours, shall be paid a meal payment of fifteen dollars (\$15.00), and shall be allowed one half (½) hours of paid overtime, within three (3) hours of commencing the additional overtime, to obtain a meal. Meal allowance of equal amount and mealtime under the same conditions will be allowed after each four (4) hours worked of consecutive additional overtime.

(c) An employee who is required to work unscheduled overtime of four (4) hours or more on other than their normal workday, will be paid a meal payment of fifteen dollars (\$15.00), and shall be allowed one half (½) hours of paid overtime to obtain a meal, and thereafter each four (4) hours worked of consecutive overtime.

32.02 During winter months (Eastern Standard Time), Outside employees who are required to work away from a PowerStream lunchroom (Addiscott Court, Cityview Boulevard, Jane Street and Patterson Road) on a normal work day, shall be paid a meal payment of fifteen dollars (\$15.00). It is recognized that these meals represent a taxable benefit under Revenue Canada Regulations.

ARTICLE 33 SYSTEM CONTROLLERS

33.01 Hours of Work

(a) The normal work week for System Controllers shall be established by the Master Schedule and shall average forty (40) hours. In-cycle time balance (weekly accumulation or deficiency) will zero out at the end of each cycle.

(b) Hours of work are consecutive with lunch consumed on Employer time.

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- (c) The hours of work for Apprentice System Controllers will be determined by the Employer during the probationary period or until they assume the Dispatcher duties, whichever comes first. After their probationary period the Apprentice System Controllers will assume the hours of work as per the Master Schedule.
- (d) Apprentice System Controllers may be assigned to any shift or to another department for training purposes. They will assume the hours of work for that department or shift for the duration of the assigned training period.
- (e) Normal hours of work for the various shifts shall be as follows:
 - For Twelve Hour shifts: 07:00 hrs. – 19:00 hrs.
19:00 hrs. – 07:00 hrs.
 - For Eight hour shifts: 07:00 hrs – 15:00 hrs.
15:00 hrs. – 23:00 hrs.
23:00 hrs. – 07:00 hrs.
- (f) Planner/Co-coordinator: Normal hours of work shall be from (07:00 hrs to 15:00 hrs) Monday to Friday with meals consumed on employer time.
- (g) The Relief System Controller's normal hours of work shall be from (07:00 hrs to 15:00 hrs) Monday to Friday with meals consumed on employer time.

33.02 Overtime

- (a) All work performed outside or beyond a System Controller's regularly scheduled shift.
- (b) The Employer reserves the right to determine the need for overtime and will attempt to distribute overtime on an equitable basis.
- (c) Overtime will be considered scheduled overtime when notice is given to the employee eighteen (18) hours prior to the start of the shift, to be worked.
- (d) Notwithstanding Article 15.02 – 'Accumulation of Overtime', the Employer will endeavour to grant such requests for leave taking into account operational requirements, vacation scheduling, and shall not incur overtime. A minimum of one (1) full shift shall be taken.

33.03 Shift Schedule/On-call Rotation

(a) Formulation of Master Schedule/On-Call Rotation

The Employer and System Controllers shall mutually formulate all new master schedules and On-Call rotations based on coverage and parameters determined by the Employer.

The master schedule will be posted no later than November 30th each year. The schedule will cover the entire calendar year.

If more than one schedule is formulated that meets the parameters of the Employer, then the System Controllers will have the opportunity to vote on their preference. In the event a tie vote occurs, the Employer shall cast the tie-breaking vote.

(b) On-Call Qualifications

On-call duties will be assigned by The Employer to all qualified System Controllers and eligible Apprentices as per Article 33.12 b) on a rotational basis.

33.04 Shift Change

(a) Master Schedule

The Employer shall provide six (6) weeks notice prior to implementing any changes or alterations to the master schedule by the Employer. Approved scheduled vacation shall not be changed to accommodate the change in the master schedule, unless by mutual agreement.

(b) Relief Notice

The Relief System Controller(s) shift may be changed by the Employer given five (5) calendar days notice.

(c) Training Purposes

Changes to a System Controller's schedule for training purposes may be implemented with four (4) weeks written notice to the affected System Controller(s). The parties recognize the importance of maintaining an employee's scheduled days off and as such all reasonable efforts will be made to avoid any disruptions of this time off. If a System Controller is requested to attend training on a scheduled day off, with less than four (4) weeks notice, the Controller will attend the training and will be paid at the

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double time rate for the hours worked. These changes shall only affect System Controller(s) that are being trained.

33.05 Assignment to Relief System Controller

(a) Relief Notice

The Relief System Controller(s) shift may be changed by the Employer given five (5) calendar days written notice.

If notice is not given as per above the Relief System Controller shall receive two (2) times their normal rate of pay for all time worked until the remainder of the notice period has elapsed.

(b) Any newly hired System Controller will be considered hired as a Relief System Controller and will perform this function when they are considered competent and authorized to perform regular shift duties. An Apprentice System Controller may be assigned as a Relief System Controller, when deemed eligible as per Article 33.12 b).

(c) No more than twenty-five percent (25%) of the System Controllers, deemed qualified for shift rotation, can be designated as a relief operator. The designation will be determined by senior choice, junior force.

(d) This does not preclude a System Controller from volunteering to perform as Relief System Controller for the upcoming proposed twelve (12) month schedule provided the master schedule is not changed as a result.

(e) If a System Controller wishes to assume the Relief Controller role for the upcoming year, the following provisions shall apply:

(i) He must indicate his preference prior to the formulation of the upcoming year schedule:

(ii) It is only for the upcoming calendar year;

(iii) This volunteer may opt to go back to the rotational complement at the end of the calendar year and will continue to be exempt. His return preference must be indicated prior to the formulation of the upcoming year schedule.

33.06 Statutory Holidays

(a) For pay purposes, the System Controllers shall observe the statutory holidays on the calendar date on which it falls.

- (b) The Employer will determine the staffing levels required for coverage on the statutory and declared holidays.
- (c) Statutory and declared holiday pay will be computed on the basis of a number of hours that the employee would otherwise work had there been no holiday at his/her regular straight time rate of pay.
- (d) System Controllers shall continue to be entitled to Easter Monday as a Recognized Holiday and an entitlement of two (2) floater holidays.
- (e) System Controllers working on statutory holidays shall be paid at overtime rate in addition to the regular days pay. System Controllers not scheduled to work on the statutory holiday shall be entitled to ten (10) hours of "statutory accumulated time". For clarification purposes, "statutory accumulated time" shall mean ten (10) hours paid time off or ten (10) hours pay. "Statutory accumulated time" taken shall not incur overtime.

33.07 Gratuitous Time-Off

- (a) If the hours of operation of the business are shortened on a particular day for any other reason deemed by The Employer, the normally scheduled designated System Controller will remain at the workstation. The Employer reserves the right to determine additional releasing of manpower.
- (b) When gratuitous time off is granted by the Employer, only those System Controllers working on a shift that calendar day shall be granted time off. Any System Controller not permitted to leave his/her post shall be paid for the hours worked during the gratuitous time off period at their straight wage rate in addition to their normal pay, or may be accumulated, and taken off as per 33.02 (d). For the purposes of this article, the gratuitous time off period shall be defined as the difference between when the office is closed and the end of normal business hours.
- (c) If a special recognition full day off is granted, it shall be deemed to have eight (8) hours. It will be treated as above; however, the System Controller will be entitled to eight (8) hours off as will System Controllers on a scheduled day off.

33.08 Trading of Shifts

Employees may agree to trade their regularly scheduled shifts with each other, provided the following conditions are met:

- (a) The trading of shifts cannot result in any employee working more than sixty (60) hours in any seven (7) day period;

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- (b) With approval of the Supervisor, qualified employees may trade shifts provided notice is submitted, in writing, to the Supervisor and signed by both affected employees twenty-four (24) hours in advance of the requested shift change. Every attempt will be made to accommodate the shift trade.

33.09 Premiums

- (a) Shift Turnover - 1%

- (b) Rotational Shift Worker Premiums

- Evening Premium - 5% (hours worked Monday to Friday 1500 to 2300 hours)

- Night Premium - 10% (hours worked Monday to Friday 2300 to 0700 hours)

- Weekend Premium - 25% (all hours worked Friday 2300 to Sunday 2300)

These shift premiums apply to the normal hourly rate for the actual hours worked on regularly scheduled shifts only and do not apply to overtime shifts, sick time or vacation time.

33.10 Promotions to Senior System Controller Position

Filling of any future senior positions will be based on the needs and requirements as deemed by the Employer, as well as meeting the competencies outlined in the job description.

The parties agree that the current criteria used to elevate the System Controllers to the Senior System Controller position shall continue and be relied upon for future candidates.

33.11 Vacation

In order for the Employer to effectively schedule vacation requests for the upcoming year, requests will be slotted by seniority if submitted by February 28th. Requests after this date will be processed on a first come, first serve basis. Every reasonable effort shall be made to accommodate a System Controller's vacation request providing operational needs and manpower requirements are met.

33.12 Apprentice System Controllers

- (a) Apprentice System Controllers hours of work or shifts may be changed for training purposes during their four (4) year Apprenticeship Program provided a five (5) day written notice is given. If an Apprentice System Controller is assigned to a shift for training the duration of the shift change shall be a minimum of seven (7) working days.

- (b) Apprentice System Controllers shall not be assigned the responsibility of a shift, on-call duty, or Relief System Controller assignment until they have completed their third year of apprenticeship and have been deemed competent by the Employer.

ARTICLE 34 ON-CALL

34.01 On-Call Schedule

The Employer agrees to post "On-Call" schedules as far in advance as possible, with it posted by November 30th, indicating the employees normally scheduled for duty on weekly rotation. It is agreed that employees may voluntarily exchange duty schedules, provided that such exchanges are submitted in writing to the departmental Supervisor for approval prior to the scheduled on-call duty. The approval of the request by the employee to exchange duty schedules will be based on operational needs and will not be unreasonably denied. "On-Call" duty shall commence Wednesday at normal quitting time and cease the following Wednesday at normal starting time.

34.02 On-Call Response

- (a) When on "On-Call", the employee must remain in contact with System Control and when he/she receives a call, will have sixty (60) minutes to respond and arrive at the site and/or service centre. It is the employee's responsibility to ensure that the Employer supplied telephone, radio, and paging system are in good working order at all times. It is understood that under normal working circumstances, the employee must contact System Control within ten (10) minutes of receiving a call.
- (b) In the event of emergency work in one of the two premerger service territories, unionized employees from the other premerger service territory will be considered eligible to respond to such emergency to supplement the response efforts before employees from other entities, assuming that by doing so an employee in the premerger service territory of the emergency is not adversely affected.
- (c) When two (2) Journeypersons are on call the Journeyperson with seniority will be paid at the relieving subforeman rate.

34.03 On-Call Rates

For the term of this agreement "On-Call Duty" will be as follows:

Effective April 1, 2016, "On-Call Duty" will be paid \$290.00 per week, plus \$40.00 for each Statutory Holiday.

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Effective April 1, 2017, "On-Call Duty" will be paid \$300.00 per week, plus \$40.00 for each Statutory Holiday.

34.04 On-Call Responsibility

Employees who receive "On-Call" payment are responsible for ensuring that all call-outs are responded to in accordance with these clauses. It is understood and agreed that the Employer, in addition to any further action it deems advisable, has no obligation to pay "On-Call" pay where the employee "On-Call" was not readily available for work.

34.05 On-Call Vehicle

A corporate owned vehicle will be supplied to employees when "On-Call" at the discretion of the employee and the Director, or designate.

ARTICLE 35 REST PERIODS

35.01 An employee on overtime is not expected to remain at work longer than he can perform his duties safely and efficiently. No employee may make election to remain at work more than fourteen (14) hours in a twenty-four (24) hour period. The twenty-four (24) hour period shall be defined as starting at the employee's regular start time.

35.02 No employee shall remain at work continuously for more than sixteen (16) hours and a period of at least eight (8) hours must elapse before the employee is recalled for further work.

35.03 In the event an employee remains at work continuously for sixteen (16) hours he shall be paid straight time pay for the scheduled shift hours not worked in his regular working day.

35.04 Within eight (8) hours prior to the start of his/her regular shift, an employee working three-and-one-half (3.5) or more cumulative hours of overtime will be entitled to rest time in the current day, equal to the number of hours worked within the eight (8) hour period subject to the following:

i) Where the time worked is three-and-one-half (3.5) hours or more but less than six (6) hours, an equal number of hours as paid rest starting at the beginning of their current shift.

ii) Where the time worked ends within two (2) hours of the start of their current shift the employee will have the option of taking the paid rest at the beginning of or prior to the end of their current shift.

iii) Where the time worked is six (6) hours or more the employee will be entitled to eight (8) hours paid rest starting at the beginning of their shift.

iv) Notwithstanding the above, all employees must have eight (8) consecutive hours rest within twenty-four (24) hour period. If the minimum eight (8) hour rest time extends into the employee's normal scheduled hours of work, the amount of rest time extending into the employees normal scheduled hours of work will be paid at straight time.

v) Employees may elect to apply two (2) hours earned overtime pay to allow extension of the eight (8) hour rest period to ten (10) hours.

35.05 Should the employee be required to continue working during the rest period(s), the employee shall be paid at two (2) times their normal basic rate until the remainder of the rest period can be granted.

ARTICLE 36 GENERAL

36.01 The Employer will continue to provide inside work during wet or inclement weather for regular employees who usually work outside. Employees will be expected to carry out any such inside work assigned to them during these periods.

36.02 Employees who are required by the Employer to renew the memberships will have the cost of such renewals reimbursed by the Employer including:

- (a) O.A.C.E.T.T.
- (b) Purchasing Management Association
- (c) Certified General Accountant
- (d) Certified Management Accountant
- (e) AZ/DZ Drivers license to include exam fees and medicals.
- (f) Vehicle Mechanics license(s)
- (g) Trades Certificates
- (h) Any other certificate required by the Employer

36.03 Prior to being placed on the regular staff, each prospective employee shall be examined, if required, by a medical practitioner designated and paid for by the Employer.

ARTICLE 37 COMMUNICATION TOOLS

37.01 The Employer will provide minimum 4' by 3' bulletin boards encased in glass complete with a locking mechanism in main areas and smaller boards for other areas designated by the Union and Employer for the purpose of posting notices regarding meetings and other matters restricted to Union activity. All such notices must be signed by an officer of the local Union.

ARTICLE 38 MID-TERM AGREEMENTS

38.01 Working conditions during the term of this Agreement shall be outlined in this Agreement and any Mid-Term Agreements.*

*A Mid-Term is a modification of the Collective Agreement executed by the parties in the following format during the term of the Collective Agreement.

Mid Term Agreement

Title _____ Number _____

Date _____

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

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ARTICLE 39 TECHNOLOGICAL/ORGANIZATIONAL CHANGE

39.01 (a) Technological change includes the Employer's introduction of equipment, material or work processes not previously used in its operations, Employer's enhancement of equipment, material or work processes and any change in the manner in which the Employer carries on its work, undertaking or business that is related to the introduction or enhancement of the equipment, material or work processes.

(b) A change in organization includes a change in the allocation of work or the structure of the organization or the transfer of work to other organizations within or outside of PowerStream.

39.02 The Employer agrees to notify the Union as far in advance as possible before introducing any technological/organizational changes which affect the bargaining unit employees.

39.03 Employees (with the basic knowledge and willingness to be trained) will be afforded the opportunity to keep current with new methods, and new technology affecting their work and job security, through on-the-job training, the cost of which will be assumed by the Employer.

The treatment for individuals laid off because of technological/organizational change will be as follows:

39.04 Severance Pay

- (a) An employee receiving severance pay waives any other rights under Article 29.
- (b) An employee may direct all or a portion of his payment into an RRSP up to the amount permitted by law. The employee shall provide the Employer with the TD2 Form directing the payment into his/her RRSP.
- (c) An employee entitled to severance pay may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year, subject to statutory deductions, of:
 - (i) Three (3) weeks base pay per year of service up to a maximum of fifty-two (52) weeks' base pay (payments for incomplete years of service will be pro-rated).

39.05 An employee may select a continuance of pay for the length of severance.

39.06 Benefit Continuance

A surplus employee who takes severance pay and terminates his employment is entitled to:

Coverage under the Employer's Health and Dental Plan for a period of six (6) months from the date of termination of employment or until the commencement of alternate employment, whichever occurs first.

39.07 (a) Voluntary Separation

- (i) The Employer may, from time to time, offer voluntary separation packages to employees either through a bargaining unit wide offer by seniority, by seniority within a classification, or as otherwise agreed between the Employer and the Union.
- ii) Voluntary separations may result in an overall reduction of staff but will not be utilized to enable contracting out of bargaining unit work.
- iii) The Employer will consult with the Union no less than 30 days in advance of any plan to offer a voluntary separation package.
- iv) Employees will not be required to make a final commitment to accept any offer of voluntary separation until ten (10) days after a firm offer is made to the employee by the Employer.

(b) Severance Pay

Employees who qualify and accept a voluntary separation offer will be entitled to the following:

- (i) An employee receiving voluntary severance pay waives any other rights under Article 29.
- (ii) An employee may direct all or a portion of his/her payment into an RRSP up to the amount permitted by law. The employee shall provide the Employer with the TD2 Form directing the payment into his RRSP.
- (iii) An employee may choose to utilize part of or all of their severance entitlement to create a non-working bridge with pay to a retirement milestone or, an employee entitled to severance pay may elect to take a lump sum severance payment, or severance may be divided into two (2) equal instalments, the first on the date of termination and the second on or about January 15 of the following year, subject to statutory deductions, of:
- iv) Three (3) weeks' base pay per year of Employer Service Credit up to a maximum of sixty (60) weeks' base pay (payments for incomplete years of service will be pro-rated).

(c) Benefit Continuance

An employee who takes voluntary severance pay and terminates his/her employment is entitled to:

- (i) Coverage under the Employer's Health and Dental Plan for a period of six (6) months from the date of termination of employment or until the commencement of alternate employment, whichever occurs first.
- (ii) An employee who opts for a non-working bridge with pay to a retirement milestone will be entitled to continued coverage under the Employer's Health and Dental Plan for the duration of the non-working bridge.

ARTICLE 40 CONTRACTING OUT/PURCHASED SERVICES

- 40.01** (a) Consideration will be given to using in-house resources prior to considering the renewal of existing contract(s) or initiating new contract(s).
- (b) Consideration will include distinct cost savings, safety and customer service and relevant provisions of the Collective Agreement. The Employer will discuss these considerations with the Union prior to contracting out.

PowerStream Inc.

(c) The employer and the Union will meet every six (6) months to have meaningful discussion regarding the performance of peak and/or intermittent work for the Employer. The Employer will provide information related to the work program and specifically all contracted or subcontracted work.

40.02 During the term of this Collective Agreement, no regular full-time or part-time employee will lose employment or recall opportunities as a result of the use of purchased services. Furthermore, the Employer will strive to provide regular staff with stability of employment.

40.03 An employee displaced into a classification at a lower hourly rate of pay due to the use of purchased services shall maintain their earnings at the pre-displacement level for the duration of the Collective Agreement in effect at the time of the displacement. Upon the expiry of that Collective Agreement the displaced employee would revert to the job rate to which they have been displaced.

ARTICLE 41 PAY PRACTICES

41.01 The Parties agree that during the life of this Collective Agreement, direct deposit will be continued and weekly pay periods will be maintained. Weekly deposits will be made on Friday of each week covering the seven (7) day period ending the preceding Friday.

ARTICLE 42 SALE OF BUSINESS, MERGERS AND AMALGAMATIONS

42.01 In the event that the Employer sells, merges or amalgamates with another Utility, Company or Companies, the representation rights, collective agreement and the status quo of members shall be maintained until final determination is made by the Ontario Labour Relations Board as to the proper representation of the combined group.

42.02 Should the Employer sell, merge, amalgamate or combine its operations with another Utility, Company or Companies, the Employer agrees to give the Union as much notice as practically possible prior to implementing such change.

ARTICLE 43 DURATION

This Agreement shall come into effect as of April 1, 2016 and shall remain in effect until December 31st, 2017 and thereafter, from year to year unless either party gives notice in writing not more than ninety (90) days or less than thirty (30) days prior to the expiration of its desire to negotiate amendments to this agreement.

Collective Agreement

Signed at Vaughan, Ontario this 30th day of Sept, 2016.

For the Employer

Brian Gray
William H. Lee
Carolyn Shindson
[Signature]
[Signature]
[Signature]

For the Union

[Signature]

APPENDIX "A" – WAGES - INSIDE POSITIONS

Position	Effective	Start	Bal 1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr
Cashier/Receptionist Mail Room Clerk Records Clerk	01-Apr-16	854.34	939.76	1033.75	1137.12		
	01-Apr-17	872.71	959.96	1055.98	1161.57		
Accounting Clerk	01-Apr-16	870.63	957.70	1053.46	1158.81		
	01-Apr-17	889.35	978.29	1076.11	1183.72		
Engineering Clerk Payroll Clerk Meter Records Clerk	01-Apr-16	857.65	943.40	1037.73	1141.52	1255.67	
	01-Apr-17	876.09	963.68	1060.04	1166.06	1282.67	
Accounting Rep Customer Service Rep Supply Chain Coordinator	01-Apr-16	872.03	959.24	1055.15	1160.67	1276.74	
	01-Apr-17	890.78	979.86	1077.84	1185.62	1304.19	
Accounts Receivable Analyst, Expediter & Material Scheduler, Work Order Clerk, Buyer (35 hours)	01-Apr-16	902.77	993.03	1092.33	1201.57	1321.73	
	01-Apr-17	922.18	1014.38	1115.82	1227.40	1350.15	
Collections Field Representative	01-Apr-16	915.77	1007.35	1108.07	1218.89	1340.77	
	01-Apr-17	935.46	1029.01	1131.89	1245.10	1369.60	
Agreement Law Clerk	01-Apr-16	932.85	1026.13	1128.78	1241.63	1365.81	
	01-Apr-17	952.91	1048.19	1153.05	1268.33	1395.17	
Buyer (37.5 hours)	01-Apr-16	967.25	1063.96	1170.37	1287.40	1416.13	
	01-Apr-17	988.05	1086.84	1195.53	1315.08	1446.58	
Senior CSR Senior Metering Clerk Senior Payroll Clerk	01-Apr-16	975.06	1072.58	1179.82	1297.83	1427.61	
	01-Apr-17	996.02	1095.64	1205.19	1325.73	1458.30	
Draftsperson/CAD Operator (37.5 hours)	01-Apr-16	1014.36	1115.82	1227.37	1350.13	1485.15	
	01-Apr-17	1036.17	1139.81	1253.76	1379.16	1517.08	
Accounting Analyst, Application Support Analyst, CDM Marketing Coordinator, Metering Administrator	01-Apr-16	1034.14	1137.55	1251.31	1376.44	1514.09	
	01-Apr-17	1056.37	1162.01	1278.21	1406.03	1546.64	
Capital Asset Analyst, Cost Accountant, Customer Care Rep, Computer Programmer Analyst	01-Apr-16	1037.01	1140.71	1254.78	1380.28	1518.29	1670.12
	01-Apr-17	1059.31	1165.24	1281.76	1409.96	1550.93	1706.03
GIS Operator (37.5 hours)	01-Apr-16	1054.93	1160.44	1276.47	1404.13	1544.55	1660.54
	01-Apr-17	1077.61	1185.39	1303.91	1434.32	1577.76	1696.24
Design Technician, GIS Technician, Station Designer, System Planning & Standards Technician (37.5 hours)	01-Apr-16	1074.03	1181.43	1299.57	1429.54	1572.48	1729.73
	01-Apr-17	1097.12	1206.83	1327.51	1460.28	1606.29	1766.92
GIS System Specialist (37.5 hours)	01-Apr-16	GIS System Specialist will receive a 7% increase over the Design Technician, GIS Technician, System Planning Standards Technician and Station Designer rate.					
	01-Apr-17						

APPENDIX "A" – WAGES – OUTSIDE POSITIONS

Position	Effective	Start	Bal 1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr
Storeperson	01-Apr-16	27.36	30.11	33.11			
	01-Apr-17	27.95	30.76	33.82			
Meter Reader	01-Apr-16	27.45	30.20	33.22			
	01-Apr-17	28.04	30.85	33.93			
Sub Foreperson: Stores	01-Apr-16	32.22	35.44				
	01-Apr-17	32.91	36.20				
Meter Reader "A" Labourer/Equipment Operator	01-Apr-16	32.62	35.88				
	01-Apr-17	33.32	36.65				
Building Maintenance Mechanic	01-Apr-16	30.81	33.87	37.26			
	01-Apr-17	31.47	34.60	38.06			
Fleet Technical Assistant Lines Technical Assistant	01-Apr-16	31.99	35.20	38.71			
	01-Apr-17	32.68	35.96	39.54			
Cable Locator Inspector	01-Apr-16	24.62	27.07	29.79	32.78	36.05	39.65
	01-Apr-17	25.15	27.65	30.43	33.48	36.83	40.50
Service Lay-out Technician	01-Apr-16	26.23	28.84	31.67	34.81	38.26	42.04
	01-Apr-17	26.79	29.46	32.35	35.56	39.08	42.94
Senior Inspector, Senior Cable Locator, Lineperson, Meter Technician, Tool & Equipment Assistant, Vehicle Mechanic	01-Apr-16	26.55	29.14	31.99	35.12	38.57	42.35
	01-Apr-17	27.12	29.77	32.68	35.88	39.40	43.26
System Controller	01-Apr-16	27.82	30.59	33.65	37.01	40.73	44.78
	01-Apr-17	28.42	31.25	34.37	37.81	41.61	45.74
Sub Foreperson: Lines, Metering, Inspection, Vehicle	01-Apr-16	28.56	31.35	34.40	37.76	41.46	45.53
	01-Apr-17	29.17	32.02	35.14	38.57	42.35	46.51
Station Maintenance Technician	01-Apr-16	28.60	31.45	34.60	38.06	41.86	46.05
	01-Apr-17	29.21	32.13	35.34	38.88	42.76	47.04
Metering Technologist, Protection & Control Technologist	01-Apr-16	29.09	32.02	35.23	38.76	42.64	46.89
	01-Apr-17	29.72	32.71	35.99	39.59	43.56	47.90
Senior System Controller, System Control Planner	01-Apr-16	Senior System Controller and System Control Planner will receive a 7.5% increase over the Journeyman System Controller rate.					
	01-Apr-17						
Lines Sub Foreperson Step Up Role	01-Apr-16	Lines Sub Foreperson step up role will receive a 15% increase over the Journeyman Power Lineperson rate.					
	01-Apr-17						

PowerStream Inc.

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION
(the "Union")

-and-

POWERSTREAM INC.
("PowerStream")

MID-TERM #1

Title: Experience Credit

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

Existing employees who are qualified (Journeyman or equivalent) Linespersons, Substation Maintenance Technicians/Electricians, System Controllers or P&C Technologists who are selected to any job in this group of classifications (Group 1) will start at a minimum 3rd year rate.

Qualified employees in a Group 1 classification who are selected to a Meter Technician or Meter Technologist position will start at minimum 3rd year rate.

Qualified employees in the Meter Technician and Meter Technologist classifications who are selected to a Group 1 position will start at minimum 2nd year rate.

Signed this 1st day of August 2013
RENEWED April 1, 2016

THIS AGREEMENT IS MADE BETWEEN

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POWERSTREAM INC.
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MID-TERM #2

Title: Relocation of Facilities

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

In the event that the Employer closes or ceases to operate in any of its locations, the Employer shall give the Union and its employees sixty (60) days notice of the change. The parties agree to meet to discuss the change and the related issues involved with the closure of a work location.

Signed this 1st day of August 2013
RENEWED April 1, 2016

THIS AGREEMENT IS MADE BETWEEN

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-and-

**POWERSTREAM INC.
("PowerStream")**

MID-TERM #3

Title: Recruitment

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

The Union and Employer agree to the following principles, process, and protocol with respect to the internal recruitment/selection process for bargaining unit positions:

1. The Union continues to acknowledge that the Corporation has the right to select the best candidate based upon qualifications as the governing factor. However, where qualifications are equal, seniority in the bargaining unit will govern. This is outlined in Article 23.01 of the Collective Agreement. In no case will a junior candidate be selected over a senior candidate unless they have scored 10% higher than the senior candidate.
2. The job postings will be based on the current job description.
3. The Mid-Term does not apply to when an employee is applying for a position within their own classification. In these cases seniority will govern selection, given that there are no significant documented issues.
4. This Mid-Term applies to all job postings, however, the weightings for leadership and behavioural competencies will be higher for senior positions.
5. Both parties continue to acknowledge and support the recruitment/selection process and protocol outlined in the PowerStream Policy-Recruitment & Selection (see COR-H-06).
6. More recently, the parties have further agreed to a number of additional protocols aimed at strengthening the mutual support and understanding of the recruitment/selection process. The protocols will include:

- Experience Requirement: There will be incremental recognition for the experience levels beyond the minimum requirement as outlined in the Job Posting. Exclusive PowerStream experience will be given an additional +1% bonus.
 - Experience in a Leadership Position: Recognition up to 4% - 5% will be given to experience (including temporary experience) in a leadership position. Onus will be on the candidates to provide information/submit evidence to Selection Committee. This will be part of the criteria in Subforeperson/Senior positions.
 - Training/Educational Requirements: Partial recognition can be given to relevant courses successfully completed even if the overall educational program was not finished.
 - Attendance Recognition: Partial recognition will be in an incremental manner.
 - Behavioural Competencies: For leadership positions, behavioural competencies will be given a weighting of 40-50% (depending on position). Focus will be on Teambuilding, Communications, and Conflict Management/Problem Solving.
 - Technical Questions: Technical Questions will be as specific as possible to the trade/position under review.
7. This Mid-Term reflects the spirit of cooperation between the parties in an effort to address the concerns over the application of the Job Posting Language. Going forward, the parties agree to the principles, process, and protocol as outlined in this Mid-Term.
8. An employee who is selected to the position of Afternoon Lines Subforeperson must serve one (1) year in the position in order for Item 3 above to apply. That is, an employee who has not served one (1) year in the Afternoon Lines Subforeperson position is allowed to apply to a different Lines Subforeperson position, however, in such cases Item 3 does not apply and the selection will be made in accordance with the Collective Agreement.
9. An employee who is selected to the position of Afternoon Lines Subforeperson may, within one (1) year of his/her start date in the position, submit to Management a written request to return to his/her former Linesperson position. The employee must remain in the Afternoon Lines Subforeperson position for a minimum of two weeks from the date of written notice, unless this condition is reduced or waived by Management. Such requests will be approved by Management.
10. The parties to this Mid-Term agree that efforts are made to ensure that this process is fair and reasonable, performed in good faith and non-discriminatory.

Signed this 1st day of August 2013
 AMENDED & RENEWED April 1, 2016

PowerStream Inc.

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POWERSTREAM INC.
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MID-TERM #4

Title: Lines On-Call Protocol

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

Purpose:

The purpose of this Mid-Term is to outline the process by which lines on-call personnel are to be called-out to respond to unscheduled overtime.

General Criteria

It is the 1st person on-call's responsibility to ensure that one team member reports directly to the site, where practical, based on proximity to their home location. The first staff member to arrive on site is required to immediately inform the Control Room of their arrival.

Lines South On-Call Protocol

Eight (8) qualified Lines personnel are to be on-call each week and are to be divided into four (4) teams of two (2) persons each. The teams will be identified in the Lines Stand-by list as Team A, Team B, Team C or Team D. Crews would be rotated at 06:30 hours daily throughout the week, taking turns as per the following chart:

	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday
Primary Response	A	B	C	D	C	A	B
Secondary Response	B	C	D	A	B	D	C
First Backup	C	D	A	B	A	B	A
Second Backup	D	A	B	C	D	C	D

The dispatching of crews to respond to after-hours trouble calls will be carried out as follows:

- Available Trouble Trucks
- First (1st) and second (2nd) person from the Primary Response Team for that day.
- If the Primary Team have not cleared their call, and are not within one (1) hour of clearing their call or have timed out and further staff is required, the first (1st) and second (2nd) person from the Secondary Response Team will be called. This process will continue, in order, with the remaining teams.
- If further staff is still required, they will be recruited from the remaining qualified Lines staff in the South service territory.
- In the event that additional line staff is still required, the recruitment may expand to qualified Lines Staff in the North service territory depending on operational needs. On call staff in the North will not be recruited.
- If additional support is still required for restoration, contractors may be contacted for additional forces.
- When on call staff are required to cover an unplanned temporary vacancy on the evening shift, staff will be assigned from the Secondary Backup Team for that day. If the vacancy is in the Subforeperson position, if deemed qualified, the Journeyman on the evening shift will replace the Subforeperson and the second person from the Secondary Backup Team will be assigned.

Lines North On-Call Protocol

- On Call will consist of two (2) qualified Lines personnel.
- If further staff is required, they will be recruited from the remaining qualified Lines staff in the affected service territory.
- In the event that additional line staff is still required, the recruitment may expand to qualified Lines Staff in the South service territory depending on operational needs.
- If additional support is still required for restoration, contractors may be contacted for additional forces.

Signed this 1st day of August 2013
AMENDED & RENEWED April 1, 2016

PowerStream Inc.

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MID-TERM #5

Title: Extension of Existing Trouble Shift

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

This Mid-Term serves to confirm that in the event that the Employer determines the need to extend coverage from the existing trouble shift hours, terms of such an extension will be negotiated through the Labour/Management Committee.

Signed this 1st day of August 2013
RENEWED April 1, 2016

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION
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POWERSTREAM INC.
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MID-TERM #6

Title: Employee Skill Development & Maintenance and Interdepartmental Job Shadowing

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

The parties agree, that it is in the Employer's and employees' best interest to enable the broadest skills development of employees in all facets of the skill set required in their classification.

Employee Skill Development and Maintenance

Employees who wish to develop their skills in other areas of their current job description will identify this to their management supervisor.

The employer will ensure at least annually such requests are accommodated to provide employee(s) with an opportunity to develop skills and perform work in the areas identified by the employee.

Interdepartmental Job Shadowing

Where employees functions have direct relationships to the work of other departments the Employer will, through the Labour/Management Committee, implement a plan to provide the opportunity for brief periods of job shadowing in these other departments. The goal of this job shadowing would be to provide clear understanding of the interrelationships between the departments.

Signed this 1st day of August 2013
RENEWED April 1, 2016

PowerStream Inc.

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POWERSTREAM INC.
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MID-TERM #7

Numbered as Mid-Term #8 in the 2016 MOA

Title: Employment Security

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

1. No permanent employee will be involuntarily terminated without just cause during the term of the Collective Agreement.
2. No permanent employee, employed in the PowerStream South service area, will be involuntarily relocated to a work location outside of that geographical service area during the term of the Collective Agreement, subject to #4 below.
3. No permanent employee, employed in the PowerStream North service area, will be involuntarily relocated to a work location outside of that geographical service area during the term of the Collective Agreement, subject to #4 below.
4. To achieve the mutually agreed upon goal of no involuntary relocations and to ensure that the impact of reorganization on a bargaining unit employee is minimized; PowerStream and the Union will explore and implement, where reasonable, creative approaches in this regard. This may include, but not be limited to, remote work technologies, training for alternative work opportunities, modified hours of work, voluntary separation incentives, voluntary relocation incentives and relocation (travel) allowances.

It is fully understood by the parties that this Mid-term and the "transitional" arrangements it contains will automatically cease to operate at the expiration of the Collective Agreement.

Signed this 1st day of August 2013
AMENDED & RENEWED April 1, 2016

THIS AGREEMENT IS MADE BETWEEN

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POWERSTREAM INC.
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MID-TERM #8

Numbered as Mid-Term #9 in the 2016 MOA

Title: Community and Recreational Events

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

The Employer is a community minded corporate citizen that recognizes the benefit of its employees participating in community or recreational events. In light of this, it will allow employees working ten (10) hour shifts to use vacation time in one (1) hour increments in order to participate in community or recreational events. This will normally be limited to six (6) hours per week in total (without obligation to go beyond this number), no Fridays, with no single individual taking time off week for week for more than three (3) consecutive months.

In addition, the Employer will comply with its legal duties to accommodate requests for reasons other than community or recreational events.

Signed this 1st day of August 2013
RENEWED April 1, 2016

PowerStream Inc.

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MID-TERM #9

Numbered as Mid-Term #10 in the 2016 MOA

Title: Performance Review & Coaching Process

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

A joint committee of management and union staff developed and introduced a Performance Review Coaching, Development Process for all Union staff.

This process applies to all PWU members. This process will be used to promote and encourage employees for further development in respect to their everyday work procedures and personal development as an employee.

A joint committee will be comprised of equal representation from PWU and PowerStream to establish, develop and oversee this process.

This committee will be used to resolve any unforeseen circumstances or concerns arising from this process except from and save any part therein that may be dealt with through the collective agreement.

No PWU member shall be subject to discipline through the Performance Review and Coaching process.

Sick leave will not be referenced as part of this process.

No PWU member will be required to sign the review document if they so choose.

Review documents are not to be placed in an employee's file until the appeal process has been exhausted.

This agreement is to be seen as without prejudice or precedent and may be terminated by either party with four weeks written notice.

Signed this 1st day of August 2013
RENEWED April 1, 2016

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION
(the "Union")

-and-

POWERSTREAM INC.
("PowerStream")

MID-TERM #10

Numbered as Mid-term 12 in the 2016 MOA

Title: After Hours On-Call Structure for Locates

It is jointly agreed that the following Mid-Term shall form part of the Collective Agreement between the parties.

This Mid-Term serves to acknowledge On Call practice for the purpose of afterhours locates as outlined below.

It is hereby agreed that the new practice will be one (1) Locates/Inspection Department person On Call for the entire service territory of the employer, that will act as a resource for, and provide support to the locate provider employees performing after hours locates in the employer service territory.

The following provisions will apply:

The On Call cycle, response, vehicle, remuneration, and trade off of calls, for PowerStream employees will remain as per the current collective agreement.

The employee On Call will respond to enquiries from locate provider or PowerStream System Control for the purpose of providing assistance with locating issues, in the form of verbal, electronic, or on site visit.

Signed this 1st day of August 2013
RENEWED April 1, 2016

PowerStream Inc.

THIS AGREEMENT IS MADE BETWEEN

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POWERSTREAM INC.
("PowerStream")

MID-TERM #11

Numbered as Mid-Term #14 in the 2016 MOA

Title: Post Retirement Benefits Package for Retirees Ages 65 and Over

It is jointly agreed that following Mid-Term shall form part of the Collective Agreement between the parties.

1. Employees who retired on or after April 1, 2010 are eligible to enroll in this plan. Retirees who are already covered at age 65 under a benefits plan may also enroll in this plan.

Participation is voluntary and no retiree will be denied coverage.

2. Retirees will have 31 days following their 65th birthday to register for coverage. PowerStream will provide details of the benefits plan in writing to all eligible retirees. Notwithstanding the above, retirees will be given a minimum of 31 days from receipt of this written notification by PowerStream to register.

One hundred percent (100%) of the premium costs will be paid by the retirees.

3. All health and dental benefits shall be the same as the retirees age 55 to 65 (including out of country coverage). The following are the only exceptions:
 - Paramedical practitioners visits (e.g. Acupuncture, Chiropractor, Registered Massage Therapist, Physiotherapist/Athletic Therapist, Podiatrist/Chiropodist) will have a \$35 cap per visit to a maximum of \$250.00 per calendar year maximum (calendar year maximum) per practitioner
 - Orthotics is capped at \$300 per calendar year max
 - There is no semi-private hospital coverage
 - There is no coverage for the pharmacist's dispensing fee
4. The monthly premium costs for the health and dental benefits are:

\$272.42 (single)
\$483.10 (family)

Retirees may choose any or all of the following options which will result in a reduction to the above mentioned premium costs as outlined below:

NOTE: Please exercise caution when reviewing these options as the reduction in coverage could have serious implications to the retiree and/or his/her family.

Option	Single Premium Reduction	Family Premium Reduction
Eliminate Dental Coverage	\$60.72	\$107.75
90/10 co-pay for drugs	\$29.60	\$ 52.37
Eliminate paramedical coverage	\$14.93	\$26.41

If retirees choose all three (3) options, their monthly premium costs will be reduced to:

\$167.17 (single)
\$296.57 (family)

- Retirees may change coverage from single to family or family to single as their circumstances change. Written notice must be provided to PowerStream. The change will become effective the first of the month following receipt of the written notice by PowerStream.
- Retirees may make modifications to the above noted options once every two (2) calendar years from the date of commencement of the plan. (E.G. if retiree signs up in 2012, the first modification may be made in 2014). Written notice must be provided to PowerStream no later than March 31st of the qualifying year. The requested changes to the plan will be implemented May 1st of the same year.

Example: Retiree commences post retiree benefits December 2012. Changes may be requested in 2014 providing written notice has been provided to PowerStream by March 31, 2014. Requested changes will be effective May 1, 2014. The retiree cannot make any further modifications until May 1, 2016 providing written notice has been provided to PowerStream by March 31, 2016 (except to change between single and family coverage which may be done as their circumstances change).

- It is recognized that the premiums may be changed once per year (January 1st). PowerStream will provide 30 days written notice to all retirees on the plan outlining the change to the premiums and options. PowerStream shall provide the Union with a copy of the changes.

Signed this 1st day of August 2013
AMENDED & RENEWED April 1, 2016

PowerStream Inc.

THIS AGREEMENT IS MADE BETWEEN

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POWERSTREAM INC.
("PowerStream")

**Mid-Term #12
Temporary Merger Resourcing**

Numbered as Mid-Term #22 in the 2016 MOA

Title: Temporary Employees

It is jointly agreed that the following Mid-Term Agreement shall form part of the Collective Agreement between the parties. In the interest of mitigating people impacts and to accommodate resourcing requirements during the pre-merger/merger period, it is agreed that flexibility through the use of temporary staffing will be required.

All temporary staff progressions will be automatic within the classification as outlined in Appendix "A" – Wages, unless an unfavourable performance report is made by the supervisor as identified in Article 25.02. All active temporary staff on payroll at the ratification date will receive a progression increase, if eligible, to one (1) progression step above their current rate effective April 1st, 2016.

All temporary staff will have the option to choose between; receiving 4% payment in lieu of paid vacation, or two (2) weeks of paid vacation in accordance with the Ontario Employment Standards Act. Vacation days will be accrued on a monthly basis. After two (2) years of continuous service (no break in service of three (3) months or greater) employment, employees have the option of receiving four percent (4%) payment in lieu of paid vacation or three (3) weeks of paid vacation. Temporary employees are required to notify Human Resources of their selection, in writing, by no later than one month after the date of ratification. Should an employee fail to notify the Company of their selection by the date above, the employee's option will continue as a payment of 4% in lieu of paid vacation.

A temporary employee with six (6) months or more of continuous service immediately prior to becoming a permanent employee will not be considered probationary. For the purposes of vacation, employer service credit shall date back to the most recent date on which his/her temporary employment commenced.

All temporary employees will be offered the option to participate in the Ontario Municipal Employee's Retirement System (OMERS) pension plan, based on the criteria defined by

OMERS. The temporary employee will authorize deductions from their wages in accordance with the prevailing regulations for administering the plan. The employer agrees to remit employee and employer contributions in accordance with the Plan regulations.

It is anticipated that temporary staff may be required for a period of longer than six (6) months as outlined in Article 6.01 (a). It is agreed that the Union will waive the six (6) month threshold as per Article 6.01 (a). All provisions of Article 6.01 (b) will continue to apply.

When Temporary employees' contracts are terminated due to a reduction in work activity within a specific Business Unit, they will be released in reverse order of seniority provided the senior employee has the abilities and qualifications to perform the job in a manner which would not adversely affect the efficiency of the Business Unit they are currently employed in.

Existing employees who are holding temporary non-union positions will not lose any seniority for the duration of this Mid-Term. These employees will pay union dues throughout their assignment in order to maintain PWU eligibility.

Temporary employees that have been employed for more than one (1) year will be considered for permanent positions before external applicants.

PowerStream will, immediately upon ratification, post three (3) permanent Senior CSR positions, the positions vacated by the successful staff to the competition will not be backfilled with permanent staff.

PowerStream will provide a listing of all temporary employees, their dates of hire, and their rates of pay to the Chief Steward on a quarterly basis.

Permanent employees will be considered for all temporary vacancies and temporary relief assignments before temporary employees.

The union agrees not to pursue any grievances related to not posting permanent positions in Customer Service and that the existing grievance UTPS-107 will no longer apply to Customer Service positions.

It is fully understood by the parties that this Mid-term and the "transitional" arrangements it contains will automatically cease to operate at the expiration of the Collective Agreement.

Effective date April 1, 2016.

PowerStream Inc.

THIS AGREEMENT IS MADE BETWEEN

POWER WORKERS' UNION
(the "Union")

-and-

POWERSTREAM INC.
("PowerStream")

Mid-Term #13
Originally unnumbered in the 2016 MOA

Title: Lines Subforeperson Step-Up Role

This step up arrangement is intended to compensate Lines Subforepersons when assigned the responsibility of planning and executing long duration, large scope and complex projects, typically involving multiple line crews and third party contractors, as determined by management.

To be considered for this step up in duties, employees must already be in a Subforeperson role for a minimum of one year, and have a minimum of three-years experience within the past 5 years working on large scale projects. Subforepersons are not obligated to volunteer for step-up.

The responsibilities of the Subforeperson Step Up role are essentially those of a regular Subforeperson, but the scope and complexity of the projects are greater. Typical responsibilities of the Subforeperson Step Up Role are listed below:

- Plan, coordinate and direct multiple crews of 6 or more staff (including subforepersons) working on a single project. External contractors/subcontractors may also be involved on the project
- Participate in the preplanning and coordination of the project with Design Department and other stakeholders
- Coordinate contractors and subcontractors working under PowerStream authority
- Ensure that each work crew, including contractors and sub-contractors has prepared tailboards and traffic plans specific to tasks and work environment
- Plan and execute varying, complex and precise traffic plans
- Coordinate with Road Authorities and Road Authority consultants, contractors, and agents
- Coordinate with third party utilities and contractors (i.e Telecom, Gas, etc.)
- Coordinate and oversee all necessary work protection and coordination with System Control

Step Up Rate: 15% above the Lines Journeyman Rate

Effective date April 1, 2016.

Notes

Notes

Notes

2016

January							February							March							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2		3	4	5	6				1	2	3	4	5			
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
29	30	31																			

April							May							June							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2		3	4	5	6	7			1	2	3	4	5			
8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
30	31																				

July							August							September							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2		3	4	5	6				1	2	3	4	5			
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29	30	31																			

October							November							December							
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2017

January							February							March							
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22	23	24	25	26	27	28	29	30	31												

April							May							June							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2		3	4	5	6	7			1	2	3	4	5			
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30	31																				

July							August							September							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
				1	2		3	4	5	6				1	2	3	4	5			
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
29	30	31																			

October							November							December							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
					1		2	3	4	5	6			1	2	3	4	5			
7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
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