
Collective Agreement



Between
GrandBridge Energy
Inc.
and
The Canadian Union
of Public Employees,
Local 181.16,
GrandBridge Energy
Unit

April 1, 2023 – March 31, 2027

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THIS AGREEMENT entered into at Brantford, Ontario as of the first day of **April 1, 2023**

BY AND BETWEEN:

GRANDBRIDGE ENERGY INC.
(Hereinafter referred to as the "Employer")

OF THE FIRST PART and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 181.16
GRANDBRIDGE ENERGY UNIT
(Hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1 – GENERAL PURPOSE

1.01 WHEREAS it is the purpose of both Parties to this Agreement:

- a) To maintain and improve harmonious relations and settle conditions of employment between the Corporation and its Employees;**
- b) To recognize the mutual value of joint discussions and negotiations on all matters pertaining to employment, salaries, hours of work and other conditions of employment as set out in this Agreement;**
- c) To ensure the highest possible standards of service to the public in the delivery of services to the Corporation by its Employees;**
- d) To promote the morale, well-being and security of all Employees in the Bargaining Unit as described herein.**

The parties agree as follows:

ARTICLE 2 – RECOGNITION AND COVERAGE

2.01

- a) The Employer recognizes the Union as the exclusive bargaining agent for all **office, clerical and technical** employees of GrandBridge Energy Inc., including part time employees and students (including those hired on cooperative work programs), save and except supervisors, persons above the rank of supervisor, **Professional Engineers**, Administrative Coordinators, **Senior Analysts**, **Payroll Administrator/Specialist**, **Executive Assistant(s) to the President & CEO**, **People & Culture****

Department, Information Technology Services Department, Regulatory Department as well as those excluded under the Ontario Labour Relations Act and those represented by another trade union.

- b) It is understood that all employees in the classifications in Schedule “A” & “B” are included in the bargaining unit. Full-time does not include employees who work twenty-four (24) hours or less per week, which are Part Time employees, **as per Appendix E.**

c) **STUDENTS**

The parties agree that:

- i. Students will become members of the Union and will pay Union Dues **in line with Article 15** as advised by the Union upon commencement of employment.
- ii. **All** Students will be hired for their specific work term or vacation period and shall not acquire seniority during their employment.
- iii. **All** Students, except as otherwise specified, shall be paid in accordance with the schedule of rates attached hereto as Schedule “B”.
- iv. The Union recognizes the right of the Employer to assign students such work as may from time to time become available provided that such students shall not be hired to replace regular employees on the seniority list or to substitute for seniority positions when they become vacant except as otherwise provided herein.
- v. It is agreed by the parties that students are hired to complement the staff and work generally under the guidance of regular union and/or non-union staff.
- vi. **All Students** hired shall not serve a probationary period and shall not acquire seniority during their employment.
- vii. Co-op students will be given credit for actual work terms completed even if with other employers and will be compensated at the level commensurate with this level of program completion.

- 2.02 The term “employee” or “employees”, as used in this Agreement, unless it is clearly specified otherwise, shall mean only those employees who are included in the bargaining unit as described above.

- 2.03 No member of management shall perform the duties of positions performed by employees covered by this Agreement, save and except for a period of no longer than thirty (30) working days in cases of emergency, during periods of instruction, or when employees normally performing the duties are not available.

To enable more efficient operations, Management may assign new work, tasks or duties or reassign other work, tasks or duties currently performed by non-bargaining unit members to bargaining unit members. The assignment of such work, tasks or duties shall not result in such work, tasks or duties becoming the exclusive work of the bargaining unit. The Employer will provide a list of the duties/tasks and an approximate time frame, not to exceed three (3) months, unless extended by mutual agreement in writing.

- 2.04 No employee who has completed five (5) years of service shall be laid off as a result of contracting out of work regularly performed by members of this bargaining unit on the seniority list.

ARTICLE 3 – RELATIONSHIP

- 3.01 The parties agree that no employee shall, in any manner, be discriminated against or coerced, restrained or influenced. The parties agree to share a commitment to reach beyond the standards set in compliance with those outlined by the Ontario Human Rights Code, the Occupational Health and Safety Act, **the Accessibility for Ontarians with Disabilities Act**, and the Ontario Labour Relations Act.
- 3.02 The Employer agrees that all present employees shall remain, and new employees shall become, members of the Union when they commence employment. The Unit Chairperson shall be given an opportunity to **meet** each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Union.
- 3.03 The Employer agrees to acquaint new employees with the fact that this Agreement is in effect and with the conditions of employment set out in this Article and Article 15. The Employer will supply each employee with a **digital** copy of this Agreement. The Employer and the Union shall each have a signed original copy of this Agreement and an additional signed original copy shall be provided to the Ministry of Labour. The Employer shall provide the Recording Officer of the Union with one (1) printed and a digital copy of the Agreement.

- 3.04 Upon request **in writing**, subject to the approval of the Manager, or designate, as to time, arrangements will be made with the Employer's designated **People & Culture** Representative for an employee to have access to and review his/her file and shall be permitted to respond in writing to any document contained therein. Such response shall become part of the personnel file. An employee may photocopy any material contained in his/her personnel file. Such review will be held in the presence of the Employer's designated **People & Culture** Representative and such request shall not be unreasonably withheld. The presence of such a response in the employee's file shall not be construed as being an acceptance by the Employer of the statements contained therein either as to fact or opinion.

ARTICLE 4 – RESERVATION OF MANAGEMENT FUNCTIONS

- 4.01 The Union acknowledges that it is exclusively the function of the Employer to:
- a) Maintain order, discipline and efficiency;
 - b) Hire, discharge, direct, transfer, promote, demote, lay-off and suspend, or otherwise discipline employees, providing that a claim of discriminatory promotion or demotion or a claim that an employee has been discharged or disciplined without just cause, may be subject to a grievance and dealt with in accordance with the grievance procedure;
 - c) Make and alter, from time to time, rules and regulations to be observed by the employees, provided they are not inconsistent with the provisions of this Agreement;
 - d) Generally, to manage the office and to direct the work of the employees and, without restricting the generality of the foregoing, to determine the number of personnel required and the methods, procedures and equipment to be used and all other matters concerning the Employer's operations not otherwise specifically dealt with elsewhere in this Agreement; and
 - e) Where a decision is made by the Employer affecting a group of employees, the Unit Chairperson, or designate, and the CUPE National Servicing Representative shall be notified by the Employer's designated **People & Culture Representative** as soon as it is practicable but, in any event, not later than thirty (30) days prior to the decision being implemented or such time limits as specifically contained in this Agreement.

- f) When requests are made to the Employer by an employee in accordance with the Agreement or where transfers are made of a temporary nature within the terms of this Agreement (no longer than six (6) months' duration), such notification or request shall pass between the Employer and employee.

4.02 The Employer agrees that these functions shall be exercised in a manner consistent with the provisions of this Agreement.

4.03

- a) When it is necessary to discipline an employee, the Unit Chair or alternate shall be advised of the meeting in advance to ensure a representative will attend with the employee. The discipline shall be made in private. Another management representative may be in attendance.
- b) In the event that an employee has been reprimanded as outlined in 4.03 (a), such employee shall be provided, in writing, the particulars which caused the reprimand, and the Unit Chairperson shall receive a copy.
- c) Such reprimand shall remain on an employee's record for a period of eighteen (18) months **or twenty-four (24) months for discipline related to safety matters. A letter may be removed from the employee file, following the time noted above, provided that the employee's record has been discipline free for such eighteen (18) month period. Save and except as specified in a Grievance Settlement. Request for this removal must be made in writing to the People & Culture Department by the employee.**

ARTICLE 5 – GRIEVANCE PROCEDURE

5.01 In order to provide an orderly procedure for the servicing of differences between the parties and the employees' grievances which may arise hereunder, the Union may establish a Unit Grievance Committee, not more than **two (2)** of whom may attend meetings with the Representatives of the Employer, and the Unit Chairperson shall notify the Employer's designated **People & Culture** Representative in writing, of the names of the members of the Unit Grievance Committee and any change thereto before the Employer shall be required to recognize them. Only two (2) duly authorized members of the Unit Grievance Committee, shall assist employees or attend meetings as provided in the Grievance Procedure

5.02

- a) It is understood that members of the Grievance Committee and other recognized Committees have their regular work to perform on behalf of the Employer and that if it is necessary to service a grievance or perform other Union functions connected with the Agreement during working hours, they

will not leave their work without first obtaining the permission of the Manager, or designate, which permission will not be unreasonably withheld. When resuming their regular work, they will report to the Manager, or designate and, if required, will give a reasonable explanation as to their absence.

- b) It is understood that permission requested of a Manager as it appears in any articles of the Agreement, should the Manager not be available, the request shall be made to the next member of Management available in the Department.

5.03 The Union may have the services of a representative of the Canadian Union of Public Employees to assist in the hearing of grievances, as provided under the terms of this Agreement, and at mediation and arbitration and at negotiations.

5.04 When an employee has a complaint arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement, he/she shall present his/her complaint to his/her Supervisor no later than fifteen (15) working days following the date upon which he/she should have become aware of the circumstances which led up to the complaint. In the case of a complaint, requesting a monetary settlement, the limitation shall be extended to one (1) calendar year. The Supervisor shall have five (5) working days to verbally reply to the complaint. Failing satisfaction, the grievance may be dealt with in the following manner and sequence:

STEP 1

The employee in the presence of his/her Union Steward, shall present his/her alleged grievance in writing signed by the employee involved, to his/her Manager or Designate within seven (7) working days after receiving the verbal reply to the complaint. The Manager or Designate shall render his/her decision to the Grievor with a copy to the Union Steward in writing within five (5) working days.

STEP 2

Failing settlement under Step 1 of the Grievance Procedure, the Unit Grievance Committee may submit the grievance in writing to the CEO or Designate within five (5) working days of receiving the decision in Step 1. The CEO or Designate shall grant the Union Grievance Committee a hearing within ten (10) working days. The CEO or Designate shall render the Employer's decision in writing within ten (10) working days to the Unit Grievance Committee with a copy to the Grievor. It is understood that the CEO or Designate may have the assistance of any other management representatives.

- 5.05 Failing settlement under Step 2 of any differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, such difference may be taken to arbitration as provided in Article 6 herein, and if no written notification is received within forty (40) calendar days after the decision in Step 2 is given, it shall be deemed to have been abandoned.
- 5.06 Any complaint or grievance concerning or affecting a group of employees shall be originated under Step 2.
- 5.07 The time limits provided under the Grievance Procedure may be extended, in writing, by mutual agreement of the parties.
- 5.08 A Policy Grievance is defined as one which involves a question relating to the interpretation, application or administration of this Agreement, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitral. A Policy Grievance may be submitted by either the Union or the Employer beginning at Step 2 of the Grievance Procedure. However, such grievance shall not include matters upon which employee(s) are personally entitled to grieve.
- 5.09 **DISCIPLINE:**
- A claim by any employee who has completed his/her probationary period that he/she has been unjustly discharged or suspended for three (3) working days or more shall be treated as a grievance if a written statement of such grievance is received and date stamped within (5) working days after the discharge or suspension is affected. Such special grievance may be settled under the Grievance, Mediation or Arbitration Procedures by:
- a) Confirming the Employer's action in dismissing or suspending the employee;
 - b) Re-instating the employee with full compensation for the time lost; or
 - c) By any other arrangement which may be deemed just and equitable.
- 5.10 All decisions arrived at between the representatives of the Employer and the Union shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 5.11 It is understood that the Union may have the services of the local Union Chief Steward without loss of pay to assist in the hearing of grievances at Step 2 and thereafter of the Grievance Procedure.

5.12 MEDIATION:

Unresolved grievances may be referred to mediation upon mutual agreement of the parties. Such request for referral shall be made by the requesting party within five (5) working days after the disposition of Step 2 and a response from the responding party shall be issued to the requesting party within five (5) working days. The mediator shall be selected by mutual agreement of the parties and costs shall be shared equally. The mediator shall endeavour to assist the parties to settle the grievance by mediation.

In cases where the responding party declines mediation, the timelines to file the matter for arbitration shall commence upon the date the requesting party receives the written response of denial from the responding party. In cases where the matter is placed before a mediator but is not resolved to the satisfaction of the parties, the timelines to file for arbitration shall commence upon completion of the mediation stage.

ARTICLE 6 – ARBITRATION

6.01 When a dispute arises in respect of any of the matters covered by this Agreement, including;

- a) the interpretation, application or administration of this Agreement, or
- b) when an allegation is made that this Agreement has been violated, and if a satisfactory settlement cannot be reached through the process provided for under Article 5, the matter in dispute may be submitted by the Corporation or the Union to Arbitration.

6.02 SINGLE ARBITRATOR:

Either of the parties to this Agreement may notify the other party in writing of its desire to submit the matter in dispute to a single arbitrator. If the recipient of the notice and the party desiring the arbitration do not, within a period of ten (10) working days after the receipt of the said notice agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

6.03 Any Single Arbitrator/Arbitration Board appointed pursuant to this Article has no jurisdiction to alter, modify or amend the Collective Agreement or make any decision that is inconsistent with the provisions of this Agreement.

- 6.04 The decision of the Single Arbitrator appointed pursuant to this Article is final and binding upon the Corporation, the Union and any Employee affected thereby.
- 6.05 The Corporation and the Union shall share equally the cost of the arbitration proceedings and the Arbitrator.
- 6.06 Notwithstanding the provisions of Article 5 or this Article;
- a) no matter in dispute may be submitted to arbitration which has not been properly processed through the grievance procedure as set forth in Article 5,
 - b) the provisions of this section shall not be considered to have been waived unless agreed upon, in writing, by both parties.

ARTICLE 7 – NO STRIKE AND NO LOCKOUT

- 7.01 In view of the orderly procedure for settling grievances, following the signing of this Agreement, the Employer agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no strike or other collective action which will stop, curtail or interfere with work or the Employer's operations during the life of this Agreement.

The Union agrees that if any such collective action takes place, it will repudiate it forthwith and require its members to return to work. Any employee participating in any such strike will be subject to discipline, including discharge.

- 7.02 In the event that any employee, other than those covered by this Agreement, engages in a strike or where employees in a labour dispute engage in a strike and maintain picket lines, the employees covered by this Agreement shall have the right to cross or to refuse to cross such picket lines.

ARTICLE 8 – SENIORITY, PROMOTIONS, STAFF CHANGES

- 8.01
- a) Membership List: The Employer agrees to supply the Union with the list of the names, phone numbers and addresses and positions of the present and new Employees of the bargaining unit on the 15th of January each year. The union indemnifies and saves the Employer harmless from any and all claims that may be made against the Employer for disclosing such information.

- b) **SENIORITY LIST:** Seniority is preference or priority measured by length of service. The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be placed on the bulletin board of each Department by the 15th of January and July of each year. Copies shall be sent to the Unit Chairperson and the **CUPE National Representative**.

A separate student seniority list will be maintained, and available upon request.

- c) **SENIORITY FOR NEW EMPLOYEES:** Newly hired employees shall be considered on **probation**, for a period of **one hundred and twenty-five (125)** worked days. **After** satisfactory completion of such **probationary** period, seniority shall be effective from the original date of employment.
- d) **SENIORITY DURING ABSENCE:** If an employee is absent from work because of sickness, accident, lay off or leave of absence approved by the Employer, **or any statutory leave in accordance with the Employment Standards Act of Ontario**, he/she shall not lose seniority rights. An employee shall lose his/her seniority in the event:
- i. He/she is discharged for just cause and is not re-instated.
 - ii. He/she resigns.
 - iii. He/she is absent from work in excess of three (3) working days without notifying the Manager, or designate, unless such notice was not reasonably possible.
 - iv. He/she fails to report for work within ten (10) days after being notified by registered mail to return to work following a lay off or fails to notify the Manager or designate by registered mail postmarked within five (5) days after receipt of such notice of his/her intention to report for work.
 - v. He/she is laid off for a period of longer than twelve (12) consecutive months.
 - vi. He/she fails to return to work upon termination of an authorized leave of absence without reasonable proof for the cause of delay.
 - vii. **is absent from work for a continuous period of twenty-four (24) months, except that if the employee is off work due to a compensable injury under the *Workplace Safety and Insurance Act*.**

If the employee is in receipt of LTD benefits at the twenty-four (24) month period, the employee may continue to be covered with LTD benefits up to age 65, pending they meet the requirements by the Insurance Carrier.

It is understood that this provision may be subject to the Ontario Human Rights Code.

- e) **COMMON SENIORITY DATES:** Employees with the same seniority date shall have their seniority determined by lottery, as administered by the Union. Once seniority status has been established through the lottery it will be maintained accordingly.

8.02

- a) When an employee accepts a position, a transfer, a promotion (excluding promotions to positions outside of the Bargaining Unit which shall not be subject to the terms of this Agreement), is laid-off or recalled, seniority shall apply when **the employee has** the basic qualifications, as outlined in the approved Job Description, and **competence and potential are judged to be relatively equal between candidates. Testing may also be used as a factor in determining skill level.**
- b) If an employee posts in, is promoted, transferred or appointed to a position within the scope of this Agreement, and within **thirty (30)** calendar days proves unsatisfactory in their new position or if the employee requests in writing, they shall be returned to their former position without penalty.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without penalty.

- c) An employee who requests to be returned to their former position shall not prejudice their application for future promotions or transfers. However, the employee is restricted for one (1) year before applying for the same position.
- d) In the event that the successful applicant reverts to their previous position within the time frame noted above, an offer will be made to the next available employee on the successful applicant list.
- e) When accepting a position not subject to the provisions of this Agreement, an employee, provided he/she does not break his/her service with the Employer, shall retain his/her seniority for twenty-four (24) months only from the date of acceptance. It is understood that such employee shall not continue to accumulate seniority during the said period.

f) Lay Offs/Redundancy:

A lay-off shall be defined as a reduction in the work force or a reduction in the standard hours of work as defined in this Agreement of more than forty-eight (48) hours duration, due to lack of work.

- g) In the event of a lay-off or redundancy, employees may exercise their seniority rights by displacing other employees with less seniority in classifications at the same or at a lower level, provided the employee has the basic qualifications (as outlined in the Job Description) to perform the duties of the classification.
- i. If the employee occupying the laid-off or redundant position displaces another employee at the same level, then the bumping employee shall continue to receive their current rate of pay at the time.
 - ii. If the employee occupying the laid-off or redundant position displaces another employee at one level lower than themselves, then the bumping employee shall maintain their current rate of pay at the time of bumping for a period of one (1) year after which time they would become “red circled” and subject to Article 10.06(c).
 - iii. If the employee occupying the laid-off or redundant position displaces an employee at two (2) levels below themselves, then the employee shall maintain their current rate of pay at the time of bumping for a period of six (6) months after which time they would become “red circled” and subject to Article 10.06(c).
 - iv. If the employee occupying the laid-off or redundant position displaces an employee more than two (2) levels below themselves, then the employee would become “red circled” and subject to Article 10.06(c).
- h) Employees shall be recalled in the order of their seniority. Employees shall retain recall rights to their home classification, the position that they were laid off from, in accordance with Article 8.01(d)(v) from the effective date of the start of their lay-off.
- i) New employees shall not be hired until those laid off have been given an opportunity of recall in accordance with Article 8.01(d)(iv).
- j) Unless legislation is more favourable, the Employer shall notify the employee(s) who are to be laid off five (5) working days prior to the effective date of the lay-off, except in the event of any extraordinary or unforeseen circumstance.

- k) If the employee has not had the opportunity to work the days provided in this Article, he/she shall be paid for the days for which work was not made available.
- l) Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

8.03

- a) Notices of all vacancies or new positions and non-union positions (which shall include the nature of the position, the required knowledge and education, ability and skills and salary level) shall be posted on the bulletin boards of each Department for a period of five (5) working days and a copy thereof shall be sent to the Unit Chairperson of the Union. Eligible employees shall have an opportunity to apply and will not be unreasonably denied an interview. Following the selection of and notification to the successful applicant, all other applicants shall be advised of the Employer's decision within three (3) working days of the appointment being made. Eligible employees are full time and part time and then temporary employees, before any external applicants are considered.
- b) It is understood that any employee who is accepted for a posted position may be precluded from applying for another job opening at the same salary level for a period of twelve (12) months **unless otherwise mutually agreed to by the Employer and the Union**. This Article does not apply to an employee who is accepted for a posted temporary position.
- c) It is agreed that those employees transferred to another classification, excluding those employees demoted under the terms of this Agreement, shall be paid no less than the rate they are presently receiving. An employee shall receive the higher of his/her own rate or the rate for the job to which he/she is assigned for all hours worked.

8.04 Temporary Vacancies

- a) Vacancies created as a result of an employee being absent from work may be posted and filled when it is reasonable to expect that the vacancy may extend beyond twelve (12) weeks.
- b) The Employer may post and fill a temporary position when the current workload cannot be adequately carried out by the existing workforce.

- c) The Employer may post and fill a temporary position for a period of up to thirty (30) months for absences directly resulting from L.T.D. The initial and secondary vacancy shall be posted internally, in accordance with Article 8.03 (a), and any subsequent ensuing vacancy may be posted and/or filled at the discretion of the Employer. In such circumstances, after thirty (30) months of continuous employment, a temporary employee shall become a full time or part time bargaining unit member.
- d) Upon return of the absent employee, the employee(s) filling the temporary vacancy(s) shall be returned to their former position(s).
- e) **After** twenty-four (24) months of continuous employment **in the same department**, a temporary employee not subject to 8.04(c) **or those hired to provide coverage for maternity/parental leave** shall become a full time or part time bargaining unit employee.

8.05 External Hires to Temporary Vacancies

The parties agree to the following Terms for temporary employees hired as a result of Article 8.04.

- a) Any external hire filling a temporary position shall be covered by the terms of this Collective Agreement except that they shall not accumulate seniority unless subsequently employed as a Full Time or Part Time Employee.
- b) Temporary employees will be entitled to Vacation and OMERS (if eligible).
- c) Temporary employees will not be entitled to benefits listed in Article 13 in the Collective Agreement.
- d) Extensions to temporary positions must be mutually agreed upon, in writing, by both parties. It is understood that extensions shall be considered to include personnel changes and the Union will be provided with a copy of the letter indicating the extension.
- e) The pre-established employment end date for a temporary employee shall not be the subject of any grievance and shall not be subject to any of the requirements, restrictions or obligations under the Collective Agreement (including provisions respecting layoff, termination or dismissal).
- f) In the event that a temporary employee becomes a full time or part time bargaining unit employee, the employee will be credited with seniority for their time worked, provided there wasn't a break in service.

ARTICLE 9 – HOURS OF WORK

9.01 **Hours of Work will be aligned following the Job Evaluation Process as per Appendix “G.”**

- a) **The normal workweek for employees who work thirty-five (35) hours per week, shall consist of five (5) days of seven (7) hours each, between the hours of 0800 and 1700, Monday through Friday inclusive, with a sixty (60) minute lunch break.**
- b) **The normal workweek for employees who work thirty-seven and one half (37.5) hours per week, shall consist of five (5) days of seven and one half (7 1/2) hours each, between the hours of 0800 and 1700, Monday through Friday inclusive, with a sixty (60) minute lunch break.**
- c) **The normal workweek for employees who work forty (40) hours per week, shall consist of five (5) days of eight (8) hours each, between the hours of 0800 and 1700, Monday through Friday inclusive, with a thirty (30) to sixty (60) minute lunch break.**
- d) **The standard hours of work for students shall be the same hours of work as the department in which they work.**

9.02 It is expressly understood that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be, or be construed to be, a guarantee as to the hours of work per day or as to the hours of work per week.

9.03 The lunch period and the rest period shall be taken at a time suitable to the operation of each Department as arranged by the immediate supervisor.

For the efficiency of the operation, the standard starting, and quitting times may be changed by mutual agreement of the parties.

Employees who are members of this Unit will adopt these hours at all work locations.

9.04 Employees shall be allowed a fifteen (15) minute rest period in the first half and the second half of each shift. The fifteen (15) minute rest period should be taken at the job location except when conditions warrant. The period off the job shall not exceed fifteen (15) minutes.

9.05

- a) To meet customer and operational demands which require changes to the standard hours of work for a job classification, on a permanent or temporary basis, as outlined in **Article 9.01**, the Union shall be provided with a minimum of **thirty (30)** working days written notice if the standard hours of work are to be changed by the Employer.
- b) Where an employee's regular schedule or shift is to be changed, the employee shall be provided with notice of the change and its duration as soon as practicable but in any event, with a minimum of **twenty-five (25)** working days prior to the change.
- c) Changes to work hours as referenced in a) or b) above, will be offered in seniority order to a qualified employee(s). In the event the Employer is unable to fill the shift, the vacancy will be filled by a qualified employee(s) in reverse order of seniority. The hours of work will be limited between **7:00 a.m. – 7:00 p.m.**, Monday to Friday.
- d) All employees performing shift work outside the standard operational hours, as outlined in **clause 9.01**, shall receive a shift premium of one dollar and fifty cents (\$1.50) for each hour worked outside the standard hours of work, as outlined in **clause 9.01**. No shift premium shall be paid for any hours to which an overtime premium applies.

ARTICLE 10 – SCHEDULE OF WAGES, OVERTIME RATES AND JOB EVALUATION

10.01 Schedule of Wages:

- a) The Employer agrees to pay, and the Union agrees to accept, for the term of this Agreement, the wage schedule attached hereto as Schedule "A".
- b) Employees will be paid by direct deposit on a biweekly basis with pay calculated based on an hourly rate unless mutually agreed otherwise by the parties. **For clarity, employees will be given a minimum of three months notice (from ratification date) of this change and if requested in writing be able to use banked time, vacation or retro pay to cover the first week of bi-weekly payroll.**
- c) The Employer agrees to grant equal pay to all members of the Union for equal work, regardless of the gender of the employee concerned.
- d) **Sick Leave Credits and Balance Disclosure: The parties agreed that the sick leave balance will be displayed on the payroll advice slip.**

e) Emergency Event:

Due to the extraordinary responsibilities of the Employer to maintain service affecting the public welfare, employees understand they may be placed on standby from time to time. In the event of a major event or emergency, which is anticipated to affect operations and the welfare of the community, the Employer, in its discretion, may place staff on standby, until the Employer determines the event will no longer cause risk to operations. Payment for standby duty shall be equivalent to \$25.00 per day, per incident. Upon being placed on standby, if required, employees shall be prepared to make best efforts, with consideration for personal safety, to render service in other than normal working hours at applicable prevailing rates of pay for emergencies of **2x for all hours**.

Overtime Rates:

- f) Authorized work performed in excess of the employee's standard work week or standard workday will be paid at the rate of **double (2)** his/her regular hourly rate, provided that overtime premium payment shall not pyramid. The employee shall be permitted to indicate his/her preference for payment, either at the rate of **double (2)** his/her regular rate of pay, or for **double (2)** lieu time off. However, should such employee request that he/she be reimbursed for overtime with **double (2)** lieu time off, this would only be permitted provided that such lieu time off is taken at a mutually agreed upon time. The lieu-time bank can accumulate to an annual maximum of **ten (10)** days and can be carried over from year to year **but must be used prior to March 31st of the following year. Any unused banked time shall be paid on the 1st pay ending in April, at the rate of pay of the employee at the time it was earned.**
- g) Authorized work performed on a paid holiday, defined in Article 11 except Christmas or New Year's Day, shall be paid at the rate of **double (2)** the employee's regular hourly rate in addition to any holiday pay to which he/she may be entitled.
- h) Authorized work performed on Christmas or New Year's Day shall be paid at the rate of double the employee's regular hourly rate. Should the employee work four (4) hours or more, he/she shall also be entitled to a lieu day off or pay therefor at his/her regular hourly rate. Should the employee work less than four (4) hours, he/she shall be entitled to lieu time off or pay therefor on a time for time basis at his/her regular hourly rate. It is understood that lieu time off, as contained in this Article, will be taken at a mutually agreed upon time.

- i) An employee called in to work for **unplanned overtime** outside of his/her normal shift shall be paid two (2) hours pay at straight time for reporting plus **double time** the rate for hours worked.
- j) An Employee who is required by their Supervisor to log-on from a remote location to the Employer's computer system or engage in a telephone conversation **outside of normal working hours** to conduct work will be paid at the applicable overtime rate of pay and time worked will be recorded to the next fifteen (15) minute increment.
- k) Meal Allowance:
The Company agrees to reimburse employees for meal expenses on unplanned overtime to a maximum value of fifteen dollars (\$15.00). This will become applicable following two (2) hours of unplanned continuous work after regular working hours. If a meal is provided by the organization, the meal allowance will be waived.

10.02 Job Evaluation:

The evaluation of jobs shall continue to be made in accordance with the Job Evaluation Manual, as revised by the parties, herein referred to as the "Manual", which includes the Point Evaluation method and such other techniques as included therein. A copy of the Job Evaluation Manual shall be supplied to the members of the Job Evaluation Committee and the Unit Chairperson.

10.03 The duties of the Committee, the procedure for job evaluation and the procedure for an appeal from a decision of the Committee, shall be as established in the Manual.

10.04 The method of job evaluation adopted in Article 10.02 may be amended from time to time, in whole or in part, upon the unanimous recommendations of the committee and the agreement of the parties to this Agreement.

10.05

- a) The job classification of employees, as evaluated pursuant to the Manual mentioned in Article 10.02 or other agreed upon methods as of the signing of this Agreement or in the future, shall be included within the appropriate salary level set out in Schedule "A" in accordance with their evaluated positions.
- b) **Effective on ratification, progression of all new hires' in all classifications to the final wage rate shall be in accordance with the wage schedule providing successful completion of training and certifications required are obtained. If not obtained, an employee's advancement to the top rate of pay, will be withheld. When this occurs Management shall give notice to the employee and the Union.**

10.06 Individual existing wage rates in excess of the rate established by the Job Evaluation shall be known as “red circle” rates.

- a) Employees, who are receiving wages based on rates in excess of the rate assigned to their job classification at the time of the signing of this Agreement, shall continue to receive a wage which is no less than the wage they received prior to the signing of this Agreement, which rate shall be considered to be “red circled”.
- b) It is understood that rates considered to be “red circle” rates within the meaning of Article 10.06 and 10.06(a) herein, shall not be deemed to be within the wage schedule established by this Agreement, except where specific provision is made on their behalf elsewhere in this Agreement in respect of a negotiated increase. An employee whose rate has been “red circled” shall continue to receive no less than the “red circle” rates so long as he/she continues within the classification for which the rate was established.
- c) It is understood that a “red circle” rated employee, as mentioned in Article 10.06, 10.06(a) and 10.06(b), shall receive fifty percent (50%) of all negotiated increases for his/her classification during the duration of his/her “red circled” rate.

ARTICLE 11 – PAID HOLIDAYS

11.01

- a) All employees shall receive the following holidays and any holiday proclaimed by the Federal, Provincial Government, at their regular rate of pay:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	½ day before Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	½ day before New Years Day

- b) **Annually each employee shall be entitled to two (2) floater days which can be used at any given time subject to ten (10) working days notice**
- c) **It is recognized that these floater days may be used for Easter Monday, Day for National Truth and Reconciliation, or Remembrance Day, and such requests shall not unreasonably be denied.**

- d) **When any of the holidays specified in clause 11.01 (a) falls on a Saturday or Sunday, either the preceding Friday or the following Monday at the discretion of Management shall be declared a holiday or half day where appropriate, with pay.**

In the event that a paid holiday falls within an employee's vacation period, he/she will have the option of being granted an extra day of vacation at a time mutually agreed upon or pay therefore at the employee's regular rate of pay.

- 11.02 **To be entitled to payment for the recognized holidays outlined under Clause 11.01, an employee must work the regularly scheduled work day immediately preceding and immediately succeeding the holiday unless absent due to vacation, sick leave, bereavement or any other leave of absence granted through the Collective Agreement or Legislation.**

ARTICLE 12 – VACATIONS

- 12.01 **An employee shall receive vacation on the following basis:**

Years of Service	Vacation in Weeks
Less than one year	In accordance with current legislation
1 year to 2 years	2 weeks
3 years to 8 years	3 weeks
9 years to 15 years	4 weeks
16 years to 25 years	5 weeks
26 years	6 weeks

Effective at ratification, any employee who is in receipt of the plus one day shall continue to receive the day until they advance to the next vacation increment.

Vacation time will accrue during the probationary period but can only be taken after the completion of the probationary period:

12.02

- a) **Annual vacations must be taken based on department coverage requirements, but every effort will be put forward to arrange such vacations for the convenience of the employee. A vacation sheet will be posted for employee's selection by January 1st for completion by the last day in January and removed on February 1st. Seniority will be the basis for allocation of conflicting vacations between two (2) or more employees on the vacation sheet. The Employer will advise employees of their approved vacation by February 15th. After February 1st, vacation will be given on a first come, first served basis. Banked time shall not be booked in conjunction with vacation time while selections are being made between January 1st and February 1st.**

It is understood that requests for vacation and/or banked time scheduled between January 1st and February 1st will be approved on a first come first served basis while vacation selections are being made, regardless of whether the request is a one-week block or anything less.

The transfer of vacation days from one year to the next will only be permitted if submitted in writing and approved by the employee's direct Management Team member concerned. Deferring will only be permitted in special circumstances, as it is preferred to use Vacation in the year it is earned.

- b) Employees with vacation entitlement of more than three (3) weeks, can take two weeks vacation in June, July, August and not more than two weeks in December. Employees may be granted additional weeks during this period of time if there are no conflicts with others' vacation, or by special permission in writing to the Department Supervisor.
- c) Each employee must take a minimum of one week of Vacation in a full block increment. All Vacation requests should be in writing to the Supervisor at least one week in advance.

It is understood that Vacation requests of one-week blocks will supersede a request for anything less, for Vacation signed and approved up to the end of January.

For vacation requests after the end of January employees requesting a full week vacation will not be able to bump an employee's previously approved vacation request of less than one week.

12.03 Vacation Adjustments – General

All time lost from work due to absences from work for any reason will reduce vacation pay entitlement in the same proportion as the factor by which periods of absence relate to the full vacation year with the following exceptions:

- a) Time off for paid sick leave under the sick leave credit system under the Collective Agreement;
- b) Union leave under the Collective Agreement, excluding leaves to take a position within the Union.
- c) Maternity and Parental Leave, Jury Duty and Bereavement Leave.

12.04 Vacations Adjustments WSIB

- a) Notwithstanding the foregoing, time lost while in receipt of Workers' Compensation benefits either:
 - i. exceeding sixty (60) working days, whether continuous or not in a vacation year; or
 - ii. exceeding sixty (60) continuous working days spanning two (2) vacation years,

will reduce vacation pay entitlement in the same proportion as the factor by which the periods of absence relate to the full vacation year. Accumulated days can only be counted once in order to determine whether pro-rating is applicable.

- b) Pro-rating of employees on Workers' Compensation under this clause will cease once the employee has returned to work and the Corporation has started to pay wages directly. Top-up payments will not be included as "wages paid directly".

12.05 Vacation Entitlement Proration

- a) In any of the foregoing circumstances, vacation pay entitlement shall be pro-rated taking into account the total length of the period of absence. **Vacation is accrued annually for the current calendar year. Vacation entitlement will be pro-rated and adjusted in the year an employee voluntarily leaves or is terminated from the corporation. This may result in the employee being paid out for unused vacation entitlement or owing vacation monies back to the corporation. If an employee has overused their vacation entitlement any monies owing will be recovered first from any entitlements still owed to the employee (ex. Overtime, regular pay)**
- b) The Corporation may recognize for new hires the individual's years of service at other companies and or expertise, to a maximum of four weeks, relative to the posted position solely for determining the employee's vacation benefit.

Any existing employee in the same position, with relatively equal previous experience and with less vacation entitlement than the new employee who receives the vacation attraction benefit, shall automatically have their vacation entitlement increased to that same level.

12.06 Hospitalization During Vacation

Sick leave may be substituted for vacation for where the employee has submitted a note from a Medical Practitioner confirming that they have suffered a serious illness and/or injury, which required hospitalization while on vacation. This would only apply where the employee has a sick bank established.

ARTICLE 13 – EMPLOYEE BENEFIT PLANS

- 13.01 The Employer shall provide, at no cost to the **permanent** employees, on the active payroll, who have completed **six (6) months of service** the following **benefit plan**. The Employer agrees to pay **100% of the Employer's Health Tax**.

Category	Benefit Details
Health	<p>The current plan will be modified to an enhanced mandatory generic drug plan. The Company agrees to pay the premiums on a pay direct non-deductible basis. Such coverage shall include the present benefits including:</p> <p>Prescription Drug Coverage:</p> <ul style="list-style-type: none"> • Enhanced Mandatory Generic Drug Substitution • Dispensing Fee Cap of \$11.00 <p>Hearing Aid:</p> <ul style="list-style-type: none"> • Expenses to a maximum of seven hundred and fifty dollars (\$750.00) every three years subject to the carrier's limitations. <p>Professional Services:</p> <ul style="list-style-type: none"> • The following services of a licensed, certified, or registered professional, shall be provided with no requirement for physician authorization, and to a maximum of \$500.00 each per person per calendar year. <ul style="list-style-type: none"> ○ Acupuncturist ○ Chiropodist/podiatrist ○ Chiropractor ○ Homeopath ○ Massage therapist ○ Naturopath ○ Nutritionist/Dietician ○ Osteopath ○ Speech therapist

	<ul style="list-style-type: none"> • The maximum benefit payable for x-rays by a Chiropractor is \$100 per calendar year. • The following services of a licensed, certified, or registered professional, shall be provided to a maximum of \$1000.00 each per person per calendar year. <ul style="list-style-type: none"> ○ Physiotherapist ○ Mental Health Practitioners
Vision	<p>Vision Care:</p> <ul style="list-style-type: none"> • Effective upon ratification, \$500.00 every 24 months, plus one Eye Exam every 24 months. • Effective Jan. 1, 2026, increase vision care to \$550.00
Dental	<ul style="list-style-type: none"> • 100% Employer paid. • In line with current year ODA Fee Schedule • Total basic services at \$2,000 max per year. <ul style="list-style-type: none"> • 10 units of scaling • Total Major Restorative at a \$2,000 max per year <ul style="list-style-type: none"> • Major restorative and Dentures at 50% co-insurance. Crowns and implants at 50% co-insurance. • Orthodontic coverage at 50% co-insurance for dependent children and adults to a lifetime maximum of \$1500.00.
Long Term Disability	<ul style="list-style-type: none"> • 75% of regular earnings up to a maximum of six thousand two hundred dollars (\$6,200) per month, with no indexing of COLA, subject to the one hundred and twenty (120) days waiting period and the conditions as set forth by the carrier. L.T.D. "Own occupation for two (2) years" shall be added to the terms of the L.T.D. Plan. Details of the Plan will be provided in the Employee Booklet. • Critical Illness Coverage - \$2000.00
Life Insurance	<ul style="list-style-type: none"> • A.D & D. coverage at 2.0 times annual salary to the closest even one thousand dollars (\$1,000). • Life Insurance, 2.0 times annual salary, to the closest even one thousand dollars (\$1,000). • Additional optional life insurance and Spousal optional life insurance is available at the employee's expense.

13.02

- a) **Post-Employment Extended Health:** Employees who retire from the Employer, who have **twenty (20)** years of continuous employment with the Employer, and are receiving a pension from OMERS, are eligible for the continuation of the following benefits:

- Extended Health Plan (Includes Vision)
- Dental Care
- **Life Insurance conversion to an individual plan upon application without the requirement for medical approval, within 31 days of retirement.**

Subject to the following conditions:

- i. These benefits will terminate on the last day of the month in which the retired employee attains the age of sixty-five (65) years or upon the death of the retired employee, whichever occurs first.
- ii. Benefits will be provided in accordance with the terms of the **current** plan.
- iii. **Legacy BPI employees with 10 years of service or more at the date of ratification, will be grandparented for retiree benefit eligibility. Going forward all employees will become eligible for retiree benefits at 20 years of service.**

- b) **Benefit Coverage for employees working past age 65**

The Corporation shall provide the following coverage for those employees who opt to work past the age of 65, to the earlier of age 70 or retirement:

- i. **Current or equivalent Extended Health Care Plan, with the drug claims paid by the Ontario government (ODB) first and then Insurance Carrier**
- ii. **The current or equivalent Dental Care Plan**
- iii. **The current or equivalent Employee Assistance Plan**
- iv. **The current or equivalent Out of Country Coverage Plan – limited to 60-day intervals**
- v. **Optional life insurance or disability coverage is not available**
- vi. **Life Insurance coverage will reduce to 50% of annual earnings at age 65. Terminate at age 70, or retirement whichever occurs first.**

- 13.03 The Carrier of such insurance benefits and other benefits as outlined in Article 13, will be the Employer's choice. Should the Carrier be changed during the

term of this Agreement, the insurance coverage shall be no less than those presently being provided to the employees.

13.04

- a) **Subject to 13.01, benefit coverage will continue for unpaid absences due to illness and disability, only where sufficient medical evidence is provided, for a period of up to twelve (12) months.**
- b) **Following the twelve (12) month period, benefits can continue, if premiums are paid by the Employee for an additional 12-month period, up to 24 months in total from last day worked in line with 8.01 (d), and subject to insurance carrier provisions.**
- c) **Benefits will be maintained as per legislation during statutory leaves of absence as required by ESA, and while the employee is off work due to a compensable injury under the Workplace Safety and Insurance Act.**

13.05 O.M.E.R.S.: In addition to the Canada Pension Plan, eligible employees shall join the Ontario Municipal Employee's Retirement System Plan (O.M.E.R.S.). The Corporation and the employee shall make contributions in accordance with the provisions of the O.M.E.R.S. Plan.

13.06 Sick Leave:

- a) Each employee, except students, who has completed his/her probationary period shall be credited with one and one-half (1½) days' sick leave for each calendar month of service with the Employer **retroactive to the date of hire.**
- b) **Eighteen (18) days of sick leave pay credit may be accumulated per calendar year, but this amount will be reduced by the number of days of sick leave pay credit used during the calendar year.**
- c) **Sick leave credit will not accrue for any month where more than twelve (12) working days have been used for sick leave within that month.**
- d) All employees will receive a sick leave credit at the rate of one and one-half (1½) days per month until such sick leave credit reaches **two hundred days (200).**
- e) Should an employee not have sufficient credits to qualify for the one hundred and twenty (120) day waiting period in his/her active bank, he/she will be issued an ROE.
- f) **Employees may choose to exhaust their sick leave benefit as an option, prior to transitioning to LTD.**

- g) **Employees with banks in excess of the 200 days at date of ratification shall have their banks maintained until they drop below the 200-day maximum, at which time 200 days will be their new maximum.**

13.07 **Sick Leave During Leave of Absence:** When an employee is given a leave of absence without pay for any reason for more than one (1) week, or is laid off on account of lack of work and returns to the service of the Employer upon expiration of such leave of absence, he/she shall not receive credit for the period of such absence, except as may be otherwise approved and authorized by the Employer, but shall retain his/her cumulative sick leave credit, if any, existing at the time of such leave.

13.08 **Sick Days:** The number of days or parts of days for which an employee received “sick pay” shall be deducted in hours from his/her cumulative sick pay credit.

13.09 **Accessing Sick Leave Benefit:**

- a)
- i. In order to qualify for sick leave pay, employees are required to arrange to have their immediate Supervisor notified of their inability to be at work.
 - ii. **Employees will be encouraged to schedule medical and dental appointments outside of regular business hours.**
 - iii. **Should employees be unable to schedule their medical and dental appointment time outside of regular business hours, they will have the option to make the time up within thirty (30) working days of the appointment.**
 - iv. **The total amount of time for the appointment shall be the total time made up at straight time rates.**
 - v. **If the time is not made up, the time off will be recorded in the sick bank, and the employee can utilize a maximum of (15) hours per year, or the employee can utilize vacation or floater days that have not been booked.**
 - vi. **It will not be shown as an occurrence if the Supervisor is notified and authorizes the appointment/absence two days in advance of the appointment.**
 - vii. Upon return to work after a period of three (3) days absence due to illness or disablement, it is the responsibility of the employee to produce a **medical note** from a duly qualified medical practitioner certifying their bonified absence.

The Employer, however, after the fifth period of absence in any calendar year may require a **medical note** for any period of illness or disablement.

In the case of sickness or disablement lasting five (5) consecutive days or more, employees are required to produce a completed **Confidential Treatment Memorandum (HS-1002 Appendix A dated August 9, 2022)**, from a duly qualified medical practitioner verifying their inability to attend work and certifying that they are not fit to resume their regular duties or modified duties.

- b) Family Illness:
 - i) **An employee shall be allowed to use three (3) days of sick leave accumulation per annum for absences due to the illness of a spouse, child or parent.**
 - ii) **For one (1) day's absence no medical certificate shall be required; for longer periods, an employee shall be required to produce a certificate from a qualified medical doctor certifying the illness.**
 - iii) **An Employee transporting their spouse to or from hospital due to pregnancy or when he/she is required to attend his/her family member in the hospital, shall be granted such leave, included in allotment above.**
 - iv) **Such periods of absence shall be deducted from the sick leave bank but shall not be counted as absence under Article 13.09(a). It is expressly understood that the provisions of this Article are intended for emergency illnesses.**
 - v) **An employee shall not be guaranteed payment for such leave of absence should he/she be aware of scheduled treatment which requires hospital confinement more than five (5) calendar days prior to such confinement.**
- c) **Employees with insufficient sick leave, shall be able to draw time from their lieu time bank, vacation or floater days.**

- 13.10 **Unused Sick Pay Credit:** Any or all of the unused portion of the sick pay credit shall be accumulated to the benefit of the employee from year to year. The unused portion of the yearly accumulation shall be computed at the end of each year and brought forward in days. An employee's sick leave credit shall be available for scrutiny by the employee concerned in the presence of the Employer's Human Resource representative. A Union representative may, with permission of the employee concerned, scrutinize that employee's sick credit

record.

- 13.11 **W.S.I.B./Sick Bank Top Up:** When an employee is absent due to a workplace accident and is in receipt of Workplace Safety and Insurance Benefits, the Corporation will when requested by the employee, make up the difference between the benefit allowance and the employee's net pay. At no time is the benefit top up to exceed 100% of the employee's net pay.

The top up amount will be debited by the appropriate number of hours from the employee's sick leave credits. Employees returning to work from a workplace accident shall be required to submit a medical certificate from a duly recognized practitioner verifying that the employee is able to return to work.

ARTICLE 14 – CLOTHING

- 14.01 All personnel will be supplied with uniforms, protective clothing and/or safety apparel. Such clothing and/or safety apparel shall be kept available by such personnel at all times for their use as conditions dictate and/or as required by the Employer. **All personnel will be given access to gender appropriate uniforms, protective clothing and/or safety apparel.**

The corporation will make available rubber boots or galoshes, raincoats, leather gloves, safety hats and glasses to designated employees, on an exchange basis, and prescription safety glasses each twenty-four (24) months from last purchase, for their protection and assistance in carrying out their work.

The Corporation will provide clothing, where required in the performance of their duties, not necessarily fire retardant if employees are not exposed to arc flash. This clothing will be of a different colour to ensure there is no confusion regarding the fire-retardant properties. Employees are responsible to ensure that their Personal Protective Equipment and clothing is worn and used in an appropriate manner.

- 14.02 Employees on the active payroll and on the seniority list who require C.S.A. approved Safety footwear shall be entitled, on a calendar year basis, to be reimbursed upon presentation of a receipt, for the purchase of C.S.A. approved Safety footwear. Single or multiple purchases of C.S.A. approved safety footwear within the calendar year by an employee shall be limited to a maximum of:
- a) **two hundred and thirty dollars (\$230) effective on ratification**
 - b) **two hundred and thirty-five dollars (\$235) effective January 1, 2024**
 - c) **two hundred and forty dollars (\$240) effective January 1, 2025.**
 - d) **Two hundred and forty-five dollars (\$245) effective January 1, 2026**

ARTICLE 15 – UNION SECURITY

15.01 All employees who are members of the Union shall, as a condition of employment, maintain membership in the Union. All new employees shall, as a condition of employment, become members of the Union and shall maintain such membership.

15.02 The Corporation agrees to deduct, each pay, from the wages of all employees in the Bargaining Unit, Union dues as directed by the Union from time to time. New employees shall have the union initiation fee deducted from the first pay period. It is the Union's responsibility to advise the employer of the amount of the initiation fee.

The Corporation shall forward these deductions to the Union one each month, together with an alphabetical listing of names showing the amount deducted from each employee

Such remittances will be forwarded to the Union so that they are received not later than the fifteenth (15th) day of the month following the month in which the dues have been deducted.

Payroll deductions will not include any Union fines. Union dues will be included on the employee's T4 slip (for income tax purposes).

15.03 In consideration of the deduction and forwarding of Union dues by the Corporation, the Union agrees to indemnify and save harmless the Corporation against any claim or liability arising out of, or resulting from, the collection and forwarding of regular Union dues or Union initiation fees.

ARTICLE 16 – LEAVE OF ABSENCES

16.01

- a) Leave of absence without pay and without loss of seniority may be granted for legitimate personal reasons. It is understood that any application for leave of absence is subject to reasonable notice in writing to the respective Manager or designate and in the event, any such leave of absence is not used for the purpose granted, the employee is subject to discipline which may include dismissal.**

- b) Any employee who is selected for a full time or part time position with the Union shall be allowed or given a leave of absence by the Employer without loss of seniority and without pay, but there shall be no accumulation of seniority during such absence. Such leave of absence shall be subject to annual renewal upon application to the respective Manager and such renewal shall not be unreasonably withheld.
- 16.02 Employees requesting time off for the purposes of Union conventions or other Union business not connected with this Agreement shall be granted such time off without pay subject to the following conditions:
 - a) When the Union requests time off without pay for an employee or employees to perform Union business, and if such time off is granted, the Union shall reimburse the Corporation for the continuance of such employees on the payroll.
 - b) Upon application in writing to the Employer's designated **People & Culture** representative by the Recording Officer of the Union, a maximum of two (2) employees from the Unit shall be allowed or given a leave of absence with pay and without loss of seniority to attend such Union convention and/or seminar as a delegate of the Union. Such leave of absence shall not exceed **ten (10)** working days' duration at any one time.
 - c) Application for such leave of absence shall be made at least ten (10) working days prior to the commencement of such leave. The granting of such leave shall be subject to the efficiency of the operation but shall not be unreasonably withheld.
 - d) The payment in any one calendar year shall be deducted from the twenty-eight (28) day maximum allotment.
- 16.03 **Authorized Committees Leave of Absences:** Union members on authorized Committees, including Grievors, meeting with the Employer on grievance up to and including Arbitration, or negotiations up to and including conciliation, or at any other mutually agreed meeting, will be given a leave of absence without loss of pay.
- 16.04 **Pregnancy/Parental and Adoption Leaves of Absences:**

Pregnancy/Parental and Adoption leaves of absences shall be in accordance with the Employment Standards Act and amendments made thereto.

The employee who is granted such leave shall be responsible for maintaining the full amount of the self-pay premiums of Ontario Health Insurance Plan and

the Group Benefit Plan.

- 16.05 **BEREAVEMENT:** The Employer shall grant an employee a leave of absence of a maximum of five (5) days without loss of pay upon the death of a member of his/her family for the purpose of mourning. "Family" shall mean an employee's spouse, children, stepchildren, parent or stepparent.

The Employer shall grant an employee a leave of absence of a maximum of three (3) days without loss of pay upon the death of a member of his/her family for the purpose of mourning. "Family" shall mean an employee's, grandchildren, grandparents, brothers, sisters, stepbrothers, stepsisters, parents of current spouse, sister/brother in-law, **Son-in-law/daughter-in-law**.

The Employer shall grant an employee a leave of absence of a maximum of one (1) day without loss of pay in the event of the death of a grandparent-in-law, niece, nephew, uncle, or aunt.

A regular employee will be granted one-half (1/2) day leave of absence with pay for the purpose of attending the funeral of a fellow employee subject to maintenance of customer service.

In the event the death occurs during the employee's vacation, or on a paid Holiday, the employee will be entitled to an extension of their vacation equal to the time they would have been granted had they not been on vacation. This provision only applies to bereavement leave for "Family" only.

In cases where internment is delayed, an employee shall be provided with the opportunity of utilizing the total days allowed under this Article for **arranging/attending** internment.

- 16.06 **Jury/Witness Duty Leave of Absences:**

Employees who are required to serve as jurors or subpoenaed as a witness in any court in Ontario shall be granted a leave of absence for this purpose upon application to the respective Manager or designate. Such leave shall not constitute a break in service for the calculation of seniority. Upon completion of jury or witness service, such employee shall present to his/her immediate Supervisor a satisfactory certificate showing such period of service. Such employee will be paid his/her full salary for the period of such jury service or witness service provided he/she shall deposit with the Employer, through their respective Department the full amount of the compensation received, excluding mileage and travel expense, and an official receipt. However, should the employee present himself/herself for the selection as a juror and not be selected, then he/she shall be required to return to his/her regular employment to complete his/her remaining normally scheduled workday.

ARTICLE 17 – TECHNOLOGICAL CHANGE

17.01 Technological Change – Advance Notice

The Employer shall notify the Union three months before the introduction of any substantial technological change. The Labour-Management Committee will discuss Technological Change as it affects employees in advance of any implementation.

17.02 Technological Change – Income Protection

An employee who is displaced from his/her job by virtue of technological change will suffer no reduction in normal earnings for a period of six (6) months from date of implementation.

17.03 Technological Change – Training Benefits

Where new or greater skills are required than are already possessed by affected employee(s) under the present methods of operation, such employee(s) shall, at the expense of the Employer, be given a period of time not to exceed the six months during which they may perfect or acquire the skills necessitated by the new method of operation.

17.04 Additional Training

Should a need for the perfection or acquisition of skills require a training period longer than six months, the additional training time shall be a subject for discussion between the Employer and the Union.

ARTICLE 18 – GENERAL

18.01 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its duly authorized representatives and pledges that it and each of its duly authorized representatives shall observe the provisions of this Agreement.

18.02 The Union recognizes and accepts the provisions of this Agreement as binding upon itself, **and** each of its duly authorized officers, representatives and employees represented by the Union and pledges that **they** shall observe the provisions of this Agreement.

18.03 Employees authorized to use their private vehicles will be compensated for such use per the Corporation Policy (as amended); rate for casual drivers for all distances necessarily traveled in carrying out the requirements of their job.

- 18.04 The Recording Secretary of the Union shall, after any change of officers of the Union, send a list of the changes to the **People & Culture** Department within ten (10) days of such changes.
- 18.05 The Unit Chairperson of the Union shall notify the **People & Culture** Department of the Employer in writing, designating the personnel constituting the Bargaining Committee for the said Union at least three (3) months prior to the termination of this Agreement. A maximum of **four (4)** Employees will be granted a leave without loss of regular pay to attend negotiations with the Employer.
- 18.06 All words in this Agreement in singular and masculine shall, when the context so requires, include the plural or the feminine. All words in this Agreement that pertain to gender shall, wherever possible, be gender neutral.
- 18.07 Notices required to be given under any of the provisions of this Agreement shall, in the case of the Union be directed to the Unit Chairperson; in the case of the Employer, be directed to the Employer's designated **People & Culture** Representative, except as otherwise designated.
- 18.08 Appendixes "A", to "**H**" attached hereto form part of this Agreement.
- 18.09 In the event of development of a Consolidation involving **GrandBridge Energy** Inc. and affecting the employees of this Agreement, the Employer shall notify the **Unit Chair and CUPE National Representative** as soon as practicable give the Union reasonable notice of any organizational change necessitating terminations of employment or other significant change in the employment status of the employees in order that the Union may be given an opportunity to discuss such matters in keeping with Appendix "A".
- 18.10 The parties agree that it is in the interest of everyone concerned to have a Joint Health and Safety Committee (JHSC). A minimum of two (2) representatives from the Union shall sit on the Committee. The function and composition of the JHSC will be set out in the Joint Terms of Reference and reviewed annually.

The Corporation and the Union recognize the obligation and responsibility of the Corporation to ensure the establishment and maintenance of safe working conditions and practices and it is further recognized that the employees must abide by all safety rules and regulations as established from time to time.

The Corporation will make available Bulletin Boards for the posting of Union notices regarding meetings, social and recreational activities. Before posting, such notices must be approved by the Unit Chairperson and/or CUPE National Representative. One bulletin board is to be provided at each location.

- 18.11 Employees employed in positions, which require a Professional Designation as a condition of employment shall be entitled to receive reimbursement for the payment of such professional membership dues.

ARTICLE 19 – DURATION

- 19.01 Unless changed by mutual consent, the terms of this Agreement shall continue in effect until **March 31st, 2027**, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within the period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.
- 19.02 Negotiations shall begin within fifteen (15) days following notification for amendment, as provided in the preceding paragraph.
- 19.03 If pursuant to such negotiations, an agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until conciliation proceedings prescribed under the Ontario Labour Relations Act, R.S.O., 1995, have been completed, whichever date should first occur.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by their duly authorized officials or representatives as of this 15th day of December, 2023.

For the Company

GrandBridge Energy Inc.

Michelle Almeida-Hann

Carrie Ricketts

M. Jane Hale-McDonald

For the Union

William Burden

Kim Jackman

Sharon Van Bommel

Heather Grassick,
National C.U.P.E. Representative

ORIGINAL SIGNED BY ABOVE

SCHEDULE “A”

Positions listed as of April 1, 2022

Through the Job Evaluation process, the Parties agree to maintain and update Schedule “A” as required. Revised Schedule “A” shall be provided to the Union Executive and the **People & Culture** Department as they occur and shall be provided to the membership of the bargaining unit January 1st annually.

2022 Rates Below: Schedule “A” General Wage Increase **April 1, 2023 – 3.00%; April 1, 2024 – 3.00%; April 1, 2025 – 2.75%; April 1, 2026 – 2.75%**

2023 Rate Table - Effective June 5, 2023 - 3.0%						
Level	Points	Job Title	Minimum rate	6 Month rate	1 Year rate	2 Year rate
1	0-200	Vacant	\$27.32	\$28.41	\$29.26	\$30.14
2	201-230	Vacant	\$29.04	\$30.20	\$31.11	\$32.04
3	231-260	Billing Representative I	\$30.76	\$31.99	\$32.95	\$33.94
		Customer Service Representative I				
4	261-290	Operations Administrator	\$32.48	\$33.78	\$34.80	\$35.84
		Purchasing Administrator				
		Finance Administrator				
5	291-320	Billing Rep II	\$34.25	\$35.62	\$36.69	\$37.79
		Customer Service Rep II				
6	321-350	Settlement & Billing Analyst	\$36.01	\$37.45	\$38.57	\$39.73
7	351-380	Engineering Technician	\$37.76	\$39.27	\$40.45	\$41.66
		Legal Coordinator				
		Underground Inspector				
		Billing Team Lead				
		Customer Service Team Lead				
8	381-410	GIS Technologist	\$39.58	\$41.16	\$42.40	\$43.67
		Financial Analyst				
9	411-440	Design Technologist	\$41.27	\$42.93	\$44.21	\$45.54
		SCADA Technologist				
10	441-470	Power Distribution EIT	\$43.00	\$44.72	\$46.06	\$47.44
11	471-500	VACANT	\$44.72	\$46.51	\$47.90	\$49.34

2024 Rate Table - Effective April 1, 2024 - 3.0%						
Level	Points	Job Title	Minimum rate	6 Month rate	1 Year rate	2 year rate
1	0-200	Vacant	\$28.14	\$29.26	\$30.14	\$31.04
2	201-230	Vacant	\$29.91	\$31.11	\$32.04	\$33.00
3	231-260	Billing Representative I	\$31.68	\$32.95	\$33.94	\$34.96
		Customer Service Representative I				
4	261-290	Operations Administrator	\$33.46	\$34.80	\$35.84	\$36.92
		Purchasing Administrator				
		Finance Administrator				
5	291-320	Billing Rep II	\$35.28	\$36.69	\$37.79	\$38.92
		Customer Service Rep II				
6	321-350	Settlement & Billing Analyst	\$37.09	\$38.57	\$39.73	\$40.92
7	351-380	Engineering Technician	\$38.89	\$40.45	\$41.66	\$42.91
		Legal Coordinator				
		Underground Inspector				
		Billing Team Lead				
		Customer Service Team Lead				
8	381-410	GIS Technologist	\$40.77	\$42.40	\$43.67	\$44.98
		Financial Analyst				
9	411-440	Design Technologist	\$42.51	\$44.21	\$45.54	\$46.91
		SCADA Technologist				
10	441-470	Power Distribution EIT	\$44.29	\$46.06	\$47.44	\$48.86
11	471-500	VACANT	\$46.06	\$47.90	\$49.34	\$50.82

2025 Current Rate Table - Effective April 1, 2025 - 2.75%						
Level	Points	Job Title	Minimum rate	6 Month rate	1 Year rate	2 Year rate
1	0-200	Vacant	\$28.91	\$30.07	\$30.97	\$31.90
2	201-230	Vacant	\$30.73	\$31.96	\$32.92	\$33.91
3	231-260	Billing Representative I	\$32.56	\$33.86	\$34.87	\$35.92
		Customer Service Representative I				
4	261-290	Operations Administrator	\$34.38	\$35.75	\$36.83	\$37.93
		Purchasing Administrator				
		Finance Administrator				
5	291-320	Billing Rep II	\$36.25	\$37.70	\$38.83	\$39.99
		Customer Service Rep II				
6	321-350	Settlement & Billing Analyst	\$38.11	\$39.63	\$40.82	\$42.05
7	351-380	Engineering Technician	\$39.96	\$41.56	\$42.81	\$44.09
		Legal Coordinator				
		Underground Inspector				
		Billing Team Lead				
		Customer Service Team Lead				
8	381-410	GIS Technologist	\$41.89	\$43.56	\$44.87	\$46.22
		Financial Analyst				
9	411-440	Design Technologist	\$43.68	\$45.43	\$46.79	\$48.20
		SCADA Technologist				
10	441-470	Power Distribution EIT	\$45.50	\$47.32	\$48.74	\$50.21
11	471-500	VACANT	\$47.33	\$49.22	\$50.70	\$52.22

2026 Current Rate Table - Effective April 1, 2026 - 2.75%						
Level	Points	Job Title	Minimum rate	6 Month rate	1 Year rate	2 Year rate
1	0-200	Vacant	\$29.71	\$30.89	\$31.82	\$32.78
2	201-230	Vacant	\$31.58	\$32.84	\$33.83	\$34.84
3	231-260	Billing Representative I	\$33.45	\$34.79	\$35.83	\$36.91
		Customer Service Representative I				
4	261-290	Operations Administrator	\$35.32	\$36.74	\$37.84	\$38.97
		Purchasing Administrator				
		Finance Administrator				
5	291-320	Billing Rep II	\$37.25	\$38.73	\$39.90	\$41.09
		Customer Service Rep II				
6	321-350	Settlement & Billing Analyst	\$39.16	\$40.72	\$41.95	\$43.20
7	351-380	Engineering Technician	\$41.06	\$42.70	\$43.98	\$45.30
		Legal Coordinator				
		Underground Inspector				
		Billing Team Lead				
		Customer Service Team Lead				
8	381-410	GIS Technologist	\$43.04	\$44.76	\$46.10	\$47.49
		Financial Analyst				
9	411-440	Design Technologist	\$44.88	\$46.68	\$48.08	\$49.52
		SCADA Technologist				
10	441-470	Power Distribution EIT	\$46.76	\$48.63	\$50.09	\$51.59
11	471-500	VACANT	\$48.63	\$50.57	\$52.09	\$53.65

SCHEDULE “B”

Student Rates:				
Work Term	Effective April 1, 2023 3.0%	Effective April 1, 2024 3.0%	Effective April 1, 2025 2.75%	Effective April 1, 2026 2.75%
Year 1	\$18.75	\$19.31	\$19.84	\$20.39
Year 2	\$19.29	\$19.87	\$20.42	\$20.98
Year 3	\$19.84	\$20.43	\$21.00	\$21.57

Co-op Student Rates:				
Work Term	Effective April 1, 2023 3.0%	Effective April 1, 2024 3.0%	Effective April 1, 2025 2.75%	Effective April 1, 2026 2.75%
Year 1	\$19.39	\$19.98	\$20.52	\$21.09
Year 2	\$19.95	\$20.55	\$21.11	\$21.69
Year 3	\$21.09	\$21.73	\$22.32	\$22.93

APPENDIX "A"



Letter of Understanding

Between

GrandBridge Energy Inc

And

The Canadian Union of Public Employees, Local 181.16

GrandBridge Energy Unit

Re: Terms of Reference for Labour Management Committee

The parties agree to maintain a Labour / Management Committee for the purpose of discussing issues relating to the workplace that affect the parties and/or employees bound by this Agreement.

(1) Function of the Committee:

The function of the committee is to facilitate discussion and resolution on matters of interest to the Corporation and employees, to promote and maintain a work environment which fosters employee engagement.

Every reasonable effort will be made by both parties to facilitate representation of both the employee's and Employer's interests at the Labour Management Committee.

(2) Purpose of the Committee:

To investigate, study and discuss possible solutions to mutual problems affecting labour-management relations.

The Labour/Management Committee shall have no authority to change, delete or modify any terms of the Collective Agreement, or to settle grievances arising under this Agreement.

(3) Issues to be discussed:

Not limited to the following:

- New full-time positions established by the Corporation to determine the non-union or union status of the position. Should the parties not agree on the status

of the position, the Union may proceed to binding arbitration within 30 days, otherwise, the Corporation will proceed to fill the new position.

- Changes in the organizational structure
- Paid holiday schedule
- Technological change
- Short and long-term planning of the Corporation
- Review contract positions

(4) Representation:

Management: Up to three (3) Management representatives may attend the meeting and a **People & Culture** representative to assist the management representatives.

Union: Up to three (3) Bargaining Unit employees may attend, one (1) of which must be the Unit Chair or their designate, and the CUPE National Representative.

Each party will designate a co-chair and will alternate chairing the meetings.

(5) Meetings:

The parties agree to meet upon request of either party.

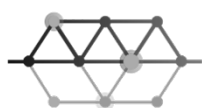
The parties will meet **bi-monthly**

The party requesting to meet shall prepare and distribute an agenda one (1) week in advance of the meeting.

A record of mutually agreed upon decisions will be kept and posted.

The terms of reference may be changed upon mutual agreement of the parties.

APPENDIX “B”



GrandBridge
ENERGY



Letter of Understanding

Between

GrandBridge Energy Inc

And

The Canadian Union of Public Employees, Local 181.16

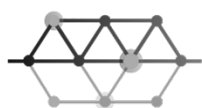
GrandBridge Energy Unit

Re: Market Value Positions

The Parties recognize the dynamics of the job market and situations where there could be an increased temporary demand for certain types of skills and positions. With mutual agreement of the parties, the Employer may pay market sensitive positions in a higher band in order to respond to these circumstances.

Where objective market data has been provided to the Union such agreement will not be unreasonably withheld by the Union.

APPENDIX "C"



GrandBridge
ENERGY



Letter of Understanding

Between

GrandBridge Energy Inc

And

The Canadian Union of Public Employees, Local 181.16

GrandBridge Energy Unit

Re: Flex Time

The following identifies the various terms and conditions were applicable and acts as an amendment to the terms and conditions in the Collective Agreement, pertaining to the hours of work clause (Article 9), and any other applicable Article.

1. General Terms

- a) This letter of understanding addresses the desire by the Union and Management to accommodate requests by employees to vary their daily hours of work.
- b) The employee and supervisor must agree to any change in hours of work subject to the limits described in this letter of understanding.
- c) Subject to reasonable notice (i.e.: two weeks), flex time may be cancelled at the discretion of the Union, Management, or participant, without penalty.
- d) The Union shall be provided with a written schedule of employee routine flex time work schedules.

2. Hours of Work

- a) Employees shall be paid straight time for 35/37.5/40 hours where applicable, per week which must be worked, as mutually agreed, Monday through Friday with a daily unpaid lunch break which may vary from a minimum of 30 minutes to a maximum of 90

minutes. All hours worked in excess of 35/37.5/40 hours per week where applicable, will be paid at applicable overtime rates except as agreed by Union and Management.

- b) Regarding vacation and sick leave paid time off for flex time participants, it is understood that “days” noted in the collective agreement shall be converted to hours
- c) Flex time banked hours may not be used to extend vacation where this would interfere with the vacation request of another employee.

APPENDIX “D”



Letter of Understanding

Between

GrandBridge Energy Inc

And

The Canadian Union of Public Employees, Local 181.16

GrandBridge Energy Unit

Re: Utility Restructuring

Should the Corporation merge, amalgamate, or combine any of its operations or functions with another Corporation, Company or Companies, the Employer agrees to give the Union as much notice as practically possible prior to any intent by the Employer to implement the above.

In the event there is a merger with another Corporation, Company or Companies, in which the covered employees therein are represented by another Union, the representation rights and the Collective Agreement and the status quo of GrandBridge Energy Local 181.16 members, shall be maintained in respect of those members until a final determination is made under the Labour Relations Act of Ontario or any successor organization as to the proper representation of the combined group.

APPENDIX “E”



Letter of Understanding

Between

GrandBridge Energy Inc

And

The Canadian Union of Public Employees, Local 181.16

GrandBridge Energy Unit

Re: Part-time Employees

In the event the Employer chooses to employ Part-time employees, the parties agree that the Collective Agreement will form the foundation of their terms and conditions of employment, unless amended by the provisions below.

1. Seniority

Seniority for New Part-time Employees: Newly hired Part-time employees shall be considered on a **probationary basis for a period of one hundred and twenty-five worked days**, and after satisfactory completion of such **probationary** period, seniority shall be effective from the original date of employment.

2. Hours of Work

The normal hours of work for part-time employees shall be twenty-four (24) hours or less per week. It is understood the hours of work for part-time employees shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked. Notwithstanding Article 8.04, part-time employees may also be used to cover employees who are off on vacation, leaves of absence, sick leave, etc.

Part-time employees who are scheduled for at least four (4) hours shall be allowed a fifteen (15) minute rest period. Part-time employees who are scheduled for six and three quarter (6.75) hours or more shall be allowed a fifteen (15) minute rest period in the first half and second half of each shift. The fifteen (15) minute rest period should be taken at the job location except when conditions warrant. The period off the job shall not exceed fifteen (15) minutes.

3. Overtime

Overtime will be paid to part-time employees after the regular weekly hours of the

classification they are working, calculated Sunday to Saturday at the applicable rate.

4. Paid Holidays

Part-time employees will be entitled to the Paid Holidays as outlined in Article 11.01. However, part-time employees will be paid for those days in accordance with the *Ontario Employment Standards Act*.

5. Vacation

Part-time employees will receive vacation pay in accordance with the *Ontario Employment Standards Act*. It is understood that part-time employees may only book up to two (2) weeks of unpaid vacation during the regular vacation sign-up.

6. Employee Benefit Plan

Part-time employees will not be entitled to benefits listed in Articles 13.01 – 13.07 and 13.09 – 13.17.

Part-time employees are required to arrange to have their immediate Supervisor notified of their inability to be at work.

Upon return to work after a period of three (3) days absence due to illness or disablement, it is the responsibility of the employee to produce a certificate from a duly qualified medical practitioner certifying they are now fit to resume their regular duties. Forms for this purpose are available from his/her immediate Supervisor. The Employer, however, after the fifth period of absence in any calendar year may require a medical certificate for any period of illness or disablement.

In the case of sickness or disablement lasting three (3) days or more, employees are required to produce a certificate from a duly qualified medical practitioner verifying their inability to attend work and certifying that they are not fit to resume their regular duties or modified duties.

7. Bereavement

In order to receive the paid bereavement, an absence must result in loss of time and pay from a regular shift.

8. Wage Progression

Wage Progression for part-time employees will be calculated based on the **seniority date**.

APPENDIX “F”



Letter of Understanding

Between

GrandBridge Energy Inc

And

The Canadian Union of Public Employees, Local 181.16

GrandBridge Energy Unit

Re: Corporation and Employee Efficiencies

The parties hereby mutually agree that they will work together to achieve efficiencies necessary to ensure that GrandBridge Energy Inc. will remain competitive in the current Electrical Utility business environment.

The areas in which these efficiencies may be realized may include but shall not be limited to; productivity, reduction in energy usage, reduction in paper usage, elimination of redundant processes, improvements to existing practices/procedures, reduction of sick time/appointment time, usage of and leveraging new or existing materials/technology.

The parties further agree to encourage employees to submit efficiency ideas through the Corporate Suggestion Program.

Employees are further encouraged to work within their departments to introduce efficiencies that would benefit their peers and colleagues.

APPENDIX “G”

**Letter of Understanding****Between****GrandBridge Energy Inc****And****The Canadian Union of Public Employees, Local 181.16****GrandBridge Energy Unit**

**Re: Job Classifications, New Jobs and Changes to Jobs
Alignment to Article 10 of Collective Agreement**

Effective within three months following the Ratification of the Contract Negotiations, all CUPE jobs will be updated as per the Job Analysis Questionnaire (JAQ) and the Joint Job Evaluation Plan, jobs will be re-evaluated and assigned to the appropriate wage level as set out in Schedule “A” in accordance with the outcome of the evaluated positions. Until this process is completed, all employees will remain within their current classification and rate of payment.

The development of the JAQ will be completed by People & Culture and the direct Management departmental Representatives of each work area based on the blended job positions and requirements between both legacy companies. Completed JAQs will then be reviewed with the employees within each position and signed off, once agreed. These JAQs will represent the job expectations go forward. The evaluation of the jobs shall then be initially compiled, assessed and audited by an independent Consultant- (Marjorie Richards & Associates) in accordance with the Job Evaluation Manual which includes the CUPE Point Evaluation methodology.

The independent Consultant will provide their recommendations to the JJEC Committee for audit and review. The Consultant will review their process and findings with the Committee and a summary of all jobs they have evaluated. The JJEC must reach consensus and approval on the ratings prior to full implementation. If the JJEC does not come to consensus on any ratings, the dispute process in the Joint JJEC Terms of Reference will apply.

The Consultant will also complete a market analysis with comparator Utility Employers based on similar job scopes and identify wage recommendations for

wage alignment accordingly.

It is understood and agreed that any adjustment to the job title, wage rate or points assessed will be retroactive to the date of ratification

Job Evaluation Criteria for review and evaluation go forward will be as outlined in the JJEC CUPE Maintenance Manual.

The Corporation and the Union are committed to continue to appropriately utilize the documents identified to ensure pay equity is maintained.

APPENDIX “H”



Letter of Understanding

Between

GrandBridge Energy Inc.

And

**The Canadian Union of Public Employees and its Local 181.16
GrandBridge Energy Unit**

Re: Engineering in Training (Legacy Energy+)

The Engineering in Training position is recognized under the GrandBridge Energy Unit, and above noted legacy Energy+ position currently receives a superior wage level than currently recognized in this CUPE collective agreement.

The following is agreed:

- 1. The employee shall be red circled at his current rate of pay and current hours of work.**
- 2. The employee shall receive fifty percent (50%) of any negotiated wage increases during the life of this agreement, or until such time that the legacy CUPE position reaches wage parity, at which point the employee shall be entitled to all negotiated wage increases.**