

ENWIN UTILITIES AGREEMENT

BETWEEN



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THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL 636

APRIL 1, 2002 – DECEMBER 31, 2005

12695(02)

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COLLECTIVE AGREEMENT

BETWEEN:

ENWIN Utilities Ltd.

hereinafter referred to as the "**Company**"

- and -

**LOCAL UNION NO. 636 OF THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, A.F. OF L. - C.I.O.**, employees of ENWIN Utilities

hereinafter referred to as the "Employees" or the "Union"

WITNESSETH that in consideration of the premises and covenants of the Parties hereto hereinafter expressed, the Parties agree as follows:

ARTICLE 1 - RECOGNITION OF UNION

- 1.01** The *Company* recognizes Local Union 636 of the International Brotherhood of Electrical Workers (**IBEW**) as the sole Bargaining Agent for all its employees who are members of the Bargaining Unit covered by this Agreement with the *Company*, save and except: Managers and/or Supervisors, persons above the rank of Supervisor, Professional Engineers, Accountants, Technical Analysts, Technical Support Analysts, *Network* Analysts, *Web/E-Commerce* Analysts, Business *Analysts*, System *Support* Analysts, Data Base Administrators, Human Resources Staff, Confidential Assistants to Senior Managers, Guards, students employed during the school vacation period and students on a cooperative work program. The Union is further recognized as the sole Bargaining Agent for any new classification that may be established or created within the Bargaining Unit during the life of this Agreement.
- 1.02** The Company shall **provide** the Union with advance notice in writing of all new **Bargaining** Unit and **Non-Union/Non-Management** classifications and/or Jobsto be created during the term of this Agreement, The wages, hours of work and conditions of employment for said Bargaining **Unit** classifications shall be negotiated with the Union and mutually agreed upon at least thirty (30) days prior to their establishment (and become part of this Agreement) and before any employee is awarded the new **job**. Where an agreement on the wages, hours of work **and/or** condition of employment is not reached, the grievance procedure as set out hereafter in this Agreement may be utilized to resolve the issues in dispute.

- 1.03 This Agreement shall be binding upon the successors of the Parties hereto, in so far as it is within the power of the Parties hereto respectively to bind such successors, in the event that the **Company** is privatized, amalgamated, united, or otherwise joined with one or more municipalities and/or corporations.

ARTICLE 2 - UNION SECURITY CHECK OFF

- 2.01 The **Company** agrees to employ (in the classifications governed by the terms of this Agreement), only members of the Union in good standing (subject to **relevant statutory** provisions) or those commencing employment who will apply for membership in the Union upon attainment of status as a Regular Employee (as defined herein).
- 2.02 The **Company** agrees to deduct each week from the wages of all employees in the Bargaining Unit, Union dues as directed by the Union. The **Company** shall forward the deductions to the Union, together with an alphabetical listing of names showing the amount deducted from each employee and all information used to determine this deduction - not later than the fifteenth (15th) day of the following month. The Union shall notify the **Company, in writing, with at least thirty (30) days advance notice, of any** changes in the amounts to be deducted. The **Company** also agrees to deduct and remit an amount equivalent to the Union Initiation fee from each new employee upon the successful completion of their probationary period. The President or Secretary of the Union shall notify the **Company, in writing, of the amount of such monthly dues to be deducted under this section and, from time to time, any changes in the amount thereof. Payroll deductions will not include any fines. Union dues will be included on the employee's T4 slip (for income tax purposes).**
- 2.03 In consideration of the deduction and forwarding of union dues by the **Company, the Union** agrees to indemnify and save harmless the **Company** against any claim or liability arising out of or resulting from the collection and forwarding of regular monthly union dues or initiation fees.
- 2.04 Students employed in classified occupations will pay union dues during the period of their employment with the **Company** (but no initiation fee).
- 2.05 **The Company shall notify the Chairperson and the Area Representative of the Union in writing immediately of the engagement of any new employee defining particulars of employment.**

ARTICLE 3 - STRIKES AND LOCKOUTS

During the term of this agreement the Union agrees that there shall be no strikes and the **Company** agrees that there shall be no lockouts.

ARTICLE 4 - MANAGERIAL RIGHTS

- 4.01 The Union acknowledges that it is the function of the Company, subject to the terms and conditions of this Agreement, to hire, promote, demote, transfer employees, and also the right of the Company to discipline or discharge any employee for just cause, provided that such action may be the subject of a grievance, and dealt with as provided elsewhere in this Agreement.
- 4.02 The Union further recognizes the right of the *Company* to operate and manage its business in accordance with its commitments and responsibilities and the Company agrees that it will not exercise this right in a manner inconsistent with the provisions of this Agreement.
- 4.03 The Company shall have the right from time to time to make or alter rules and regulations which in its discretion are deemed necessary for the safe, continuous and efficient operation of *its* business, provided that no such rule or regulation shall be inconsistent with the terms of this Agreement.

ARTICLE 5 - REPRESENTATION

- 5.01 The Company shall ~~provide~~ the Union with a list of Managers who will ~~deal~~ with the Union's Labour Relations Committee. The Union shall provide the Company with a list of the members of the Labour Relations Committee, which may include a representative from the International Office of the I.B.E.W. and/or the Local Union Business Representative.
- 5.02 Conferences between the Company and the Labour Relations Committee on ~~matters~~ which ~~are~~ properly the ~~subject~~ of negotiations shall be called when agreed upon. Matters to be discussed at any such conference shall be listed on an agenda to be supplied by the Party requesting the conference to the other Party at least five (5) working days prior to the day for which the conference is requested, unless ~~otherwise~~ arranged by the Parties.
- 5.03 The Company hereby agrees that it shall provide ~~office space(s)~~ with desk, chair, filing cabinet and phone for the union.
- 5.04 Conferences between the Company and the Union (excluding negotiations) will be convened during normal working hours and those in attendance will not suffer any loss of pay or overtime ~~opportunity~~ as a result of their participation in such proceedings.
- 5.05 During contract negotiations (~~which~~ shall be held at a neutral venue) between the *ENWIn* Utilities and the Union, the Parties shall share equally in the payment of wages for the members of the Union Bargaining Committee ~~which~~ shall not exceed four (4) members unless otherwise mutually agreed. Accordingly, the Union will be billed for their share for the wages of the

members acting in this capacity - at their regular hourly rate with no **additional** burden assessed.

ARTICLE 6 - SENIORITY

- 6.01** Seniority shall be defined as the **length** of continuous service with the Company as a member of the Union within the Bargaining Unit covered by this Agreement.
- 6.02** in the event that the Company - either in whole or in part - changes its name, is privatized, merged, annexed, amalgamated, united or otherwise joined with one or more municipalities, utilities or corporations, all employees will be credited with full service recognition and shall enjoy all seniority rights conferred therein.
- 6.03** Seniority shall prevail in making promotions, transfers, awarding job **postings**, layoffs and recall following layoff; provided that qualifications and ability of the **employee(s)** are satisfactory.
- 6.04** (a) Any person employed outside the Bargaining Unit, who is subsequently hired **into** a Bargaining Unit position shall be recognized as a new employee and as such, begin to accumulate **seniority** upon appointment to the **Bargaining** Unit position.
- (b) Any employee who chooses to leave the Bargaining Unit for any **reason** for a period exceeding twelve (12) calendar months, may be returned to the Bargaining Unit, provided **the** Company agrees to their return, but will lose **his/her** seniority in the Bargaining Unit for the purposes of layoff, **recall**, job **postings**, promotions **and/or** transfers. if the employee chooses to return to the Bargaining Unit, provided the Company agrees to their **return**, within the twelve (12) month period, **he/she** will retain their attained seniority as at the original date of transfer provided they have secured a withdrawal card from the Union.
- 6.05** Any employee who is injured or **ill** shall, upon recovery, be entitled to return to their former position without a loss of any seniority rights - provided that they are able to satisfy the requisite qualifications of their former position.
- 6.06** Any employee within the Bargaining Unit will lose **their** seniority and cease to be an employee only if **he/she**:
- i. Resigns voluntarily
 - ii. Retires
 - iii. Is discharged for just cause and the discharge is not reversed through the grievance procedure

- iv. Fails to return to work within the terms of the **recall** after layoff clause
- v. Exceeds a granted leave of absence (unless they provide a reasonable explanation to the Company) or uses the leave of absence for reasons other than originally intended
- vi. Is laid off for a period of thirty-six (36) consecutive months or their length of service whichever is lesser

6.07 When an employee has been laid off and has returned to work under the provisions of the recall clause in this Agreement, their seniority shall be determined in accordance with this Article but shall not include any time on lay off.

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7.01 Probationary Employee - any employee hired into a position covered by this Collective Agreement, shall be considered probationary during their first ninety (90) working days. During this period of probation, the employee shall not be considered as having regular employment status and, as such, will not be afforded the rights, privileges and/or entitlements defined by this Agreement. The Company may dismiss a probationary employee for any reason, provided it does not act in bad faith and this shall constitute a lesser standard. Upon successful completion of the probationary period, an employee shall be recognized as a Regular Employee and the seniority of said employee will date back to the day on which employment first began. Any employee working continuously for a period in excess of ninety (90) working days, shall be required to make application for membership in the Union (except as otherwise noted In Articles 7.03 & Article 7.04).

7.02 Regular Employees - a Regular Employee as referred to, and recognized under the terms of this Agreement, is a permanent employee not classified as probationary, temporary, casual or excluded under the Recognition clause of this Agreement. These employees shall be hired into the classifications governed by this Agreement and entitled to the wages, benefits, rights and privileges defined herein.

7.03 Temporary/Casual Employees - Temporary/Casual employees are hired for a limited (and well defined) period for positions In the Bargaining Unit for which no qualified Bargaining Unit members have applied.

- (a) In situations where temporary employees are hired for the express purpose of replacing an absent employee, their term of employment shall be limited to the period of the absence in addition to required familiarization period(s).

- (b) *In situations where temporary employees are hired to address projects, their term of employment shall be limited by the duration of the project. (A project shall be defined as the creation, alteration or implementation of processes, procedures or systems required by the Company wherein such work is expected to continue for a set period of time).*
- (c) *in situations where temporary employees are hired to address workload volumes, their term of employment shall not exceed six (6) months. Regular employees normally performing the work in question shall be offered an opportunity to work overtime prior to Temporary/Casual employees being hired.*
- (d) *Exceptions to these restrictions will be discussed between the Parties and subject to written mutual agreement. Persons so employed shall have no seniority, nor shall they be afforded any other rights or benefits prescribed by this Agreement. These employees shall not be considered probationary nor will they be required to become members of the Union.*

7.04 *Students - the Employer may hire students during vacation periods and/or on cooperative work programs, however, the term of their employment shall not exceed ninety (90) working days in any calendar year (unless otherwise agreed in writing between the Parties).*

7.05 *The use of temporary, seasonal, casual help and/or students shall not directly or indirectly cause a full time employee to be discharged, temporarily or permanently laid off, transferred to a lower paying classification, have their hours of work or rate of pay reduced or have their promotional opportunities impeded.*

7.06 *New employees hired into skilled or semi-skilled classifications as fully qualified, shall receive, upon commencing employment, not less than ninety-five per cent (95%) of the classification rate for their probationary period and the full classification rate thereafter.*

ARTICLE 8 - JOB POSTING FOR CLASSIFICATION VACANCIES

8.01 (a) *The Company shall notify the Area Representative of the Union in writing of any vacancy occurring within the classifications listed in this Agreement. Notice of the vacancy shall be posted for a minimum of five (5) working days and such posting is to extend to Tuesday of the next following week.*

(b) *Applications will be accepted only on forms provided by the Company. The notice shall contain the following:*

- (i) *description of the position .*

- (ii) qualifications, required knowledge and education
 - (iii) duties, hours of work and hourly wage rate
 - (iv) date of issue and closing
 - (v) direction as to how applications will be received
- (c) It shall be optional for the Company to consider applications from Apprentices or from employees who have served less than one year in their respective trade as a journeyman. It shall likewise be optional for the Company to consider applicants for semi-skilled classifications from employees in other semi-skilled positions who are Apprentices ~~or~~ have served less than six (6) months as fully qualified. It is understood that the Company may refuse to consider the application of an employee (for a job vacancy in a classification at the **same** or lesser skill level as **their** current position), who has already posted (and transferred) into another position (of the same or lesser skill level) and has been in that position for a **period** of less than nine (9) months. However, should the advertised vacancy be in a classification at a higher rate of pay than their current position, the terms defined herein shall not be applicable (in order to ensure that upward **mobility** is not impaired). Management may likewise refuse to consider the application (for a vacancy in a temporary position) of anyone who is currently filling a vacancy on a temporary basis. **Applications** may be accepted **from** employees who have not completed **their** probationary period and **who** have not been placed on **the** regular staff.
- (d) This job posting procedure shall apply only to the filling of the Initial opening and the opening created by the move of the successful applicant.
- (e) The Company shall notify the Union **In** writing of the names of the applicants and the accepted employee, **if** any, before the **appointment** is awarded. Notice of accepted applicant to be posted on the bulletin board within a reasonable time.
- (f) **If** the Union **wishes** to discuss the applicants, It shall notify Management within **two** (2) working days of the receipt of the above notice.
- (g) Any employee who is on scheduled vacation (not exceeding three (3) weeks) when a vacancy is posted shall be entitled to make application for such vacancy within **two** (2) working days after **their** return from such vacation.
- (h) Where the academic requirements for the posted vacancy is secondary or post secondary school, applications will be considered

from the employees who do not meet the academic qualifications provided the employee proves they can attain the posted educational qualification within nine (9) months of date of transfer. This time limit may be extended where courses are not immediately available or in extenuating circumstances.

- (j) Employees assigned to classifications that require serving an Apprenticeship will have a probation period of thirty (30) days worked **wherein** they may elect to revert to their former classification but nothing in this clause will prevent their **re-assignment** to their former classification with respect to a skilled employee within ninety (90) days worked and with respect to a semi-skilled employee within **forty-five** (45) days worked, if in the **opinion** of Management **personnel**, they **are** unlikely to **perform** their new duties **acceptably**.

During the probationary periods defined herein, it is understood and agreed that Management will meet with these employees to review and discuss their performance and progress on an ongoing basis. A written assessment of any evaluation will be provided to the employee within twenty (20) days worked after posting into a new classification. Thereafter, similar reports shall be completed on a three (3) month schedule during the remainder of the Apprenticeship period. Should any problems or **concerns arise** during this period, they will be identified and brought to the attention of the employee immediately. In the event that a progression is to be withheld **and/or** extended (for non-disciplinary reasons), the respective J.A.T.C. shall be notified in writing and will - at the earliest opportunity thereafter - convene a meeting of the full J.A.T.C. with Management to discuss the merits of the case prior to the implementation of any such **action**.

- (j) Employees assigned to classifications which are not **identified** in (i) **above** will have a **probation period of twenty** (20) days worked wherein they may elect to revert to **their former** position but nothing in this clause will prevent their **re-assignment** to their former classification. If in the opinion of management personnel, they are unlikely to **perform** their new duties acceptably.
- (k) Should manpower **projections** or requirements change, or if the **initial** successful applicant for a posted position fails to remain in the position for thirty (30) working days for whatever reason, management may forego reposting of the position and accept the next qualified senior applicant or failing any such applicant, a new employee may be hired.
- (l) In the event that the successful applicant for a posted position is not transferred to the posted position within four (4) weeks of acceptance by the applicant to the position, then the applicant will receive the applicable rate of the posted position or the rate of the current position

whichever is greater. In determining the *four* (4) week period, leaves of absence, vacation, sick leave and lost time due to compensable Injury will be excluded from the calculation of the four (4) week time period. The length of any Apprenticeship or probation will continue to be based on the actual date of transfer and will not be affected by a pay rate change Implemented under this clause.

- (m) When a temporary vacancy occurs in the classifications covered by this Agreement, such vacancy shall be posted on the Bulletin Boards not later than three (3) weeks from the start of said vacancy, except where said vacancy is predetermined to be longer than three (3) weeks in which case, it shall be posted immediately, and the Area Representative of the Union shall be notified in writing provided it is necessary to have a replacement for the absent person. The vacancy will be filled within *four* (4) weeks of *the* posting until the absent employee resumes their duties or until it becomes apparent that they will not be able to resume them. Management may refuse to consider the application (*for* a vacancy in a temporary position) from anyone who is currently filling a vacancy on a temporary basis.

8.02 In the event that a vacancy is not filled, or it is filled for reasons other than seniority, the Union will be given an explanation in writing.

8.03 The Company agrees to give employees an opportunity to express their interest in project work (as defined in Article 7.03 (b)), when available, while the Union recognizes that the selection of employees for projects is based solely on management discretion. The Company further agrees to notify the Union of projects, their scope and expected duration when they involve Bargaining Unit members.

ARTICLE 9 - CLASSIFICATION TRANSFER

9.01 Permanent transfer by application.

- (a) Transfer from a skilled classification to a skilled classification:

Skilled employees transferred to another skilled classification shall be deemed to be Apprentices and shall be given a minimum of two (2) years credit provided their training period to full classification status will not exceed two (2) years. Should employees require a training period in excess of two (2) years to obtain full classification status they shall be granted two (2) years credit for wage rate only.

(b) Transfer from a skilled classification to a semi-skilled classification:

Skilled employees transferred to a semi-skilled classification shall be paid the wage rate of the classification to which they are transferred.

(c) Transfer from a semi-skilled classification or a classification without an Apprenticeship to a skilled classification:

Such employees transferred to a skilled classification shall be deemed to be Apprentices.

(d) Transfer from a semi-skilled to a semi-skilled classification:

Semi-skilled employees transferred to another semi-skilled classification shall be deemed to be Apprentices and shall be given minimum credits for fifty per cent (50%) of their training period.

(e) Transfer from a classification without an Apprenticeship to a semi-skilled classification:

Employees transferring to a semi-skilled classification shall be deemed to be Apprentices.

(f) Credits may be granted for previous training or experience at the beginning of the Apprenticeship.

(g) Transfer from any classification to a classification that does not require an Apprenticeship:

Employees transferred to a classification that does not require an Apprenticeship shall receive the minimum applicable rate of the classification that provides for a pay increase, if available.

9.02 TRANSFER - TEMPORARY

Employees temporarily transferred to a Bargaining Unit classification carrying a higher wage rate shall be paid at a higher rate. In order to qualify for payment at the final/end rate of the higher paid classification the transferred employee must be fully qualified and competent to perform the duties of the classification. In the event that a transferred employee is not fully qualified - but is capable of performing the essential duties of the job - they shall be paid: ninety five percent (95%) of the higher rate (or at their present rate - whichever is higher) if temporarily transferring from a skilled position to a skilled position or; ninety percent (90%) of the higher rate (or at their present rate - whichever is higher) if temporarily transferring from a semi-skilled position to a skilled position.

9.03 SURPLUS TRANSFER

- (a) *Should an employee's job be declared surplus, the Company will make every effort to place such employees in a classification carrying a comparative wage rate; but if this cannot be done, such employee, subject to possession of necessary skills, ability and seniority, shall be entitled to exercise bumping privileges.*
- (b) *An employee who exercises bumping privileges into a lower paid classification will receive the wage rate of the employee they replaced plus fifteen (15) cents per hour for the first year, ten (10) cents per hour for the second year, five (5) cents per hour for the third year and thereafter the classification rate. It is expressly understood that no such employee will, by the application of this formula, be entitled to receive more than their former wage rate.*
- (c) *Employees surplus transferred in accordance with the above shall be afforded the opportunity of returning to their former department, if a vacancy occurs within two (2) years from date of transfer. Seniority will be the deciding factor in all returns provided employees are capable of performing the required duties. Still, the employee may be required to serve a familiarization period of one (1) month upon return and may, subsequent to acceptance in the position, be required to upgrade their skills in the position.*

ARTICLE 10 - TEMPORARY SUBSTITUTION

10.01 *An employee temporarily assigned to classification of a Supervisory position for a period of two (2) hours or more shall be paid an hourly rate of 10% above the highest rate they supervise while acting in that capacity.*

10.02 *In the event of an employee being temporarily transferred to a classification with a lower wage rate, they shall continue to be paid at their regular rate.*

This clause shall not apply in cases of demotion as a result of job performance or disciplinary action wherein the lower rate shall be applicable.

10.03 *Employees temporarily transferred to a Bargaining Unit classification carrying a higher wage rate shall be paid at a higher rate, provided however, such transfer is for one (1) full day or more. The rate of pay shall be at the same percentage that the employee holds in their substantive position.*

In cases of temporary transfers to classifications with Apprenticeships when the transferred employee is not fully qualified but is capable of performing the essential duties of the job - they shall be paid: ninety five percent (95%) of the higher rate (or at their present rate - whichever is higher) if temporarily transferring from a skilled position to a skilled position or; ninety percent

(90%) of the higher rate (or at their present rate - whichever is higher) if *temporarily* transferring from a semi-skilled position to a *skilled* position. Any employee *transferred* who is not fully qualified in the *work* of the classification shall *only* be held accountable for the work to the extent that they are *qualified*.

- 10.04** When a need for a temporary substitution arises in a Bargaining Unit position that carries a leadership *role*, the opportunity to fill the *temporary* substitution shall be *offered* to the most senior *qualified* employee in the department.
- 10.05** It is understood that temporary transfers shall not exceed *thirty* (30) working days without the *written* consent of the Union.

ARTICLE 11 - APPRENTICE

11.01 An Apprentice shall be a current employee transferred or a **new** employee hired to a skilled or semi-skilled classification for training leading to full classification status and wage rate.

11.02 A current employee transferred to a skilled classification will have a training period of four (4) years and shall be paid the following percentages of the rate of the **classification** to which they have been transferred for training or the Labourer's rate, whichever is greater:

1st year - 80% **3rd year - 90%**

2nd year - 85% **4th year - 95%**

Thereafter 100% of the classification rate

11.03 A new employee hired to a skilled classification will have a training period of four (4) years and shall be paid the following rates:

1st six months 70% of the classification rate

2nd six months 75%

3rd six months 80%

4th six months 85%

3rd year 90%

4th year 95%

Thereafter 100% of the classification rate

11.04 An Apprentice to a semi-skilled classification **with** a one (1) year training period shall be **paid** the following rates:

1st six months - Labourer's rate

2nd six months- Labourer's rate plus **fifty** percent (50%) of the difference between the Labourer's rate and the rate of the **classification** to which the employee has been transferred

AND

Thereafter - the full **classification** rate

11.05 An Apprentice to a semi-skilled classification with a two (2) year training period shall be paid the Labourer's rate or the following percentages of the classification rate whichever is greater:

1st six months - **90%**

2nd six months - **92.5%**

3rd six months - **95%**

4th six months - **97.5%**

Thereafter - **100%**

11.06 Training credits may be granted to an *Apprentice* for previous training or experience in the work of the classification to which they are assigned for training at the beginning of the Apprenticeship.

11.07 The Union and the Company agree to establish (and **maintain**) a Joint Apprenticeship Training Committee.

ARTICLE 12 - TRAINING

12.01 Where Apprentices have been absent due to illness, leave of absence or through injury covered by the Workplace Safety and Insurance Act they **shall** be required, before they are rated as a skilled or semi-skilled employee, to make up all such time **lost**, less a credit equivalent to their Annual Sick Leave Allowance. This would be a maximum of eighteen (**18**) working days in any one (1) year training period (for skilled positions) and nine (9) working days in any six (**6**) **month** training period for semi-skilled positions. Should the time thus lost exceed the allowances defined, such allowances would be forfeited and **the** employee **would** be required to serve all time **lost** before advancing to the next level of progression.

12.02 The Company will continue to provide **apprenticeship** training to all employees progressing through skilled and/or semi-skilled trades programs. Such training will be provided with the full cost being paid by the Company. However, in the event that an employee does not successfully complete the requisite training program in any year of their **apprenticeship** the tuition/enrolment costs incurred by the Company (for that training program) must be reimbursed by the Employee. Any such reimbursement will be paid through payroll deduction over a six (6) month period following the program. During the apprenticeship period the employee will continue to be paid by the Company in accordance with the schedule in this agreement. At no time, will any employee in an **apprenticeship** program suffer any loss in wages, benefits or other entitlements as a result of their enrolment and participation in any such program.

ARTICLE 13 - LAY OFF & RECALL

- 13.01** (a) For the purposes of this Collective Agreement, a "lay off" will be defined as a reduction in the workforce which results in a displacement of **employee(s)**, a reduction in their regular hours and/or a **loss** of employment. Such a lay off shall be deemed indefinite if any **employee(s)** is laid off for a period of more than twenty (20) working days and **temporary if for a period of up to twenty (20) working days**. In such circumstances, affected employees shall have the right to: accept the layoff and retain their recall rights or exercise their bumping rights. Employees subject to indefinite lay off shall also have the opportunity to accept a VEP as described hereafter.
- (b) Should it become necessary to reduce the workforce within a classification, employees shall be laid off in reverse order seniority and any employee so affected shall then exercise his or her **seniority** in the following manner:
- Within any classification, for which they are qualified and in which junior employees are working. For purposes of this clause, Apprentices are deemed to be in a separate classification from journeymen.
- (c) Employees who have been laid off shall be recalled in order of seniority and may be eligible to fill a vacancy in classification higher than their former position provided they have the necessary qualifications. Still, the employee may be required to **serve** a familiarization period of one (1) month upon return and may, subsequent to acceptance in the position, be required to upgrade their skills in the new classification.
- 13.02** (a) No member of the Bargaining Unit shall be laid off if any other employment for such member is available with the Company.

Management will discuss with the Union, any contemplated reduction in staff prior to such becoming effective. In the event that a reduction of staff does occur - probationary and/or temporary employees, contractors and/or any other persons who are not full time permanent employees (who are performing the work in question) shall be released before any bargaining unit employee is laid off.

- (b) Should such a lay off be deemed indefinite, the Company shall provide any **employee(s)** so affected written notification of same at least sixty (60) working days in advance of the effective date of said lay off (or payment in lieu thereof). A copy of said notice will be **forwarded** to the Union. If however, the lay off is temporary (i.e. for a period of up to twenty (20) working days); the Company shall provide any **employee(s)** so affected written **notification** of same at least ten (10) working days in advance of the **effective** date of said lay off (or payment in lieu thereof). A copy of said notice will be **forwarded** to the Union.
- (c) *Within* thirty-six (36) months of accepting a **lay-off** an employee shall be recalled for a vacancy for which they are qualified. The **employee(s)** shall be advised of the Company's intentions by registered mail bearing a "return if not delivered in ten (10) days" notice to the last known address of the employee. The employee affected shall notify the **Company** by registered mail of any change in address. Failure of the employee, to whom the notice is mailed, to receive and respond to the notice within the time specified will terminate any obligation on the part of the Company. The **Business Representative** of the Union will be notified when an employee has been advised to **return** to work.
- (d) A **laid** off employee who bumps or is recalled into another position shall have the opportunity (*prior to the* vacancy being posted pursuant to Article 8) to be re-instated to their **original classification** if a vacancy becomes available *within* twelve (12) months of the **displacement**.

13.03 Early Retirement **Incentives (ERI)** - In order to minimize the potential for lay offs should a reduction in the workforce be **contemplated** by the Employer prior to Issuing any layoff **notice(s)**, the Employer will first offer an **ERI** to a sufficient number of employees who are eligible for early retirement under OMERS within the **classification(s)** affected. Such offers will be made to all eligible employees in the affected **classification(s)** and awarded on the basis of seniority to the extent that the maximum number of employees within the **classification(s)** who would otherwise have received lay off notices. Any employee accepting an early retirement incentive shall receive (following completion of their last day of work) a retirement allowance equal to two (2) weeks normal gross weekly **earnings** for each year of continuous service plus a pro rated amount for any additional partial year of service to a maximum of twenty six (26) weeks normal **gross** weekly earnings.

13.04 Voluntary Exit Program (VEP) - In the event that a permanent/indefinite staff reduction does occur (for any reason whatsoever), any employee(s) removed from the active payroll who has a minimum of five (5) years seniority shall receive a Voluntary Exit Allowance in accordance with the following:

1. Any and all employees so affected shall be given an opportunity to accept a voluntary exit package or retain their rights to recall in accordance with the terms defined by the Collective Agreement. An employee will only be entitled to choose one of these options.
2. Any employee who accepts a Voluntary Exit package will receive (following the completion of their last day of work) an allowance equivalent to two (2) weeks normal gross weekly earnings for each year of service plus a prorated amount of any additional year of employment to a maximum of twenty six (26) weeks normal gross weekly earnings.
3. As part of their retraining program, any employee accepting a Voluntary Exit package will, on production of receipts from an approved educational program, also be entitled to reimbursement for tuition fees (in accordance with the Company's tuition refund program) - for a period of twelve (12) months following the effective date of their layoff.
4. Upon acceptance of the allowances defined herein, the employment relationship between the employee and the Employer shall terminate.

13.05 Technological change shall mean "the introduction of equipment or material of a different nature or kind from that previously used by the Company, together with a change in the manner in which the Company carries on its operations that is directly related to the introduction of that equipment or material".

13.06 Where new or different skills are required than are already possessed by the affected employees as a result of a technological change, such employees shall, at the expense of the Company, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which they may acquire the necessary skills required.

13.07 An Employee who becomes redundant or is displaced from their job as a result of technological change shall have an opportunity to fill any vacancy for which they have seniority and which they are able to perform, and if there is no vacancy, shall have the right to displace employees with less seniority provided they are able to perform the job of the employee to be so displaced.

13.08 No member of the Bargaining Unit shall be dismissed, indefinitely and/or temporarily laid off or have their normal hours of work or rate of pay reduced, or transferred prior to being given an opportunity to displace another employee with less seniority due to technological changes in procedures.

ARTICLE 14 - DISCIPLINARY ACTION/SUSPENSION

- 14.01** When an employee is directed to appear before Management ~~for~~ reprimand, disciplinary action, suspension and/or discharge, the Union Steward will be notified at least one (1) working day prior to the appearance of the reason, and be invited to attend. If a representative of the Union is not notified, any action taken will not be considered a matter of record. A memorandum of such proceedings shall be submitted to the Union's Business Representative in writing within three (3) days of the meeting.
- 14.02** Any document or written statement related to a disciplinary action, which may have been placed on the personnel ~~file~~ of an employee shall be destroyed **after** two (2) years have elapsed since the disciplinary action was taken, provided ~~that~~ no **further related** disciplinary action has been **recorded** during this period.
- 14.03** No employee covered by this Agreement **shall** be **disciplined** ~~or~~ discharged except for **just** cause. Any suspended employee shall have the right to the grievance procedure and if exonerated shall be **reimbursed** for **lost** time, wages and **benefits** to which they would otherwise be entitled under this Collective Agreement.
- 14.04** Letters pertaining to ability and attendance will not be considered to be letters of reprimand and will remain indefinitely in the personnel file.

ARTICLE 15 - GRIEVANCE PROCEDURES

- 15.01** For the purpose of this agreement, a grievance is defined as a dispute, claim or **complaint** involving the **interpretation** or application of the provisions of this agreement.
- i. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.
 - ii. Where a grievance arises as a result of a discharge, the Union may present such grievance on **behalf** of the employee directly to the final step of the grievance procedure
 - iii. An employee shall have the right to be accompanied by a representative of the Union at any and all times during the grievance procedure
 - iv. The time limits defined herein may be extended upon (written) mutual agreement between the Parties

- v. Grievances arising under this agreement shall be adjusted and settled as follows:

STEP 1:

The aggrieved employee shall present his/her grievance orally to his/her immediate supervisor and a sincere effort shall be made to resolve the complaint. If a settlement satisfactory to the employee concerned is not reached within five (5) working days after the grievance has been presented by him/her, the said employee then may present his/her grievance as follows at any time within two (2) working days thereafter.

STEP 2:

The aggrieved employee then may submit his/her grievance in writing to their immediate supervisor and may have the assistance of a representative of the Union. The written grievance shall specify the matter complained of, the parts of the agreement alleged to be violated and, in the event of a satisfactory settlement not being reached, the supervisor shall deal with the grievance and give their answer (in writing) to the Union within five (5) working days after the day upon which they received the grievance.

STEP 3:

If the decision of the supervisor is not satisfactory to the Union, the matter may be referred in writing to the next level of management within two (2) working days. The manager shall, within five (5) working days following the day upon which they received the grievance, meet with the Union in an effort to satisfactorily resolve the issues in dispute. They shall give their written response to the grievance

STEP 4:

If the decision of the manager is not satisfactory to the Union, the matter may be referred to the Vice-President responsible for Human Resources within two (2) working days. The Vice-President responsible for Human Resources shall, within five (5) working days following the day upon which they received the grievance, meet with the Union in an effort to satisfactorily resolve the issues in dispute and give their written response to the grievance

STEP 5:

If final settlement of the grievance is not reached within ten (10) working days of such meeting, the grievance may be referred within the subsequent ten (10) working days, but not later, by either party to arbitration.

- 15.02 Notwithstanding the foregoing provisions of the ~~Article~~, the Parties hereto may, in substitution for the above procedures, agree in writing to appoint one (1) arbitrator **satisfactory** to both Parties. In such a case, **this** sole arbitration shall have the same **jurisdiction**, power and authority as has been given to the Arbitration Board by the foregoing terms.
- 15.03 Either party may file a Policy **and/or** Group Grievance by issuing notice to the other party (in writing) within five (5) working days of **learning** of the occurrence giving rise to said grievance outlining the cause and redress sought. Any such grievance will be filed directly with the Vice President responsible for **Human** Resources and settled within five (5) working days thereafter. Should satisfactory settlement not be made, the dissatisfied party may seek resolution through **arbitration** within the ten (10) subsequent **working** days. Union Policy Grievances may not be substituted for **Individual** grievances.
- 15.04 Should the **grievor** fail to process the grievance within the times specified, the grievance shall thereupon become null and void and if the Company should **fail** to process the grievance within the times herein specified, the grievor **and/or** the Union may within the **timeframes specified**, refer the grievance to the **next** step in this process.
- 15.05 The jurisdiction of the Board of Arbitration shall be limited to the settlement of all differences between the parties **arising** from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable. All decisions shall be final and binding in the manner prescribed by the Labour Relations Act. Each party **shall** bear the expense of its nominee to the **Arbitration** Board and shall equally share the expenses of the Chair.
- 15.06 Any employee discharged, disciplined or penalized for any alleged violation of Company rules shall have the right to lodge a grievance in the manner and to the extent herein provided. The Company may dismiss a probationary employee for any reason provided it does not act in bad faith and this **shall** constitute a lesser standard for purposes of the Labour Relations Act.

ARTICLE 16 -WORKING HOURS

- 16.01 The normal **work week** for **non-shift** employees shall be Monday through Friday. The Company agrees that hours of work shall be consecutive, no split **shifts** and **exclusive** of an unpaid meal break each day. By mutual agreement, on a **departmental basis**, the meal period may be paid **and/or** of a shorter duration. These hours of work may be subject to change, but only by mutual agreement **between** the Union and the Company.
- 16.02 Shift workers are those employees regularly scheduled to work in shifts, either overlapping, two or three shift operations. **Shift** employees may be

required to work Saturdays, Sundays or Holidays as part of their regular schedule. Rest days for shift employees shall be consecutive. These hours of work may be subject to change, but only by mutual agreement between the Union and the Company. The creation or establishment of any classification deemed subject to the terms and conditions of this clause shall first be discussed with the Union thirty (30) *working* days prior to any such implementation.

- 16.03** It is agreed that the schedules in *effect on* January 1, 2002, shall remain in effect for all employees. In the event that the Company *chooses to* change these schedules, the Union shall be given a minimum *thirty (30)* working days notice and well defined valid *business* reasons for the change.
- 16.04** Summer Hours will be applicable between the *first* Monday in April and the *last* Friday in October inclusive. During this period, all Operational employees (as defined in Schedule A) shall be required to remain on the job during their twenty (20) minute paid meal period which must be taken no later than **12:30 p.m.** each day. This meal period does not include the ten (10) minute wash up time provided under Article 17.01. Daily hours shall be from **7:30 a.m.** until **3:30 p.m.** for all affected employees.

ARTICLE 17 - TIME ALLOWANCE FOR CLEAN UP AND REST PERIOD

- 17.01** Operational employees shall be granted ten (10) minutes clean-up time before meal break and before quitting time.
- 17.02** Operational employees shall be granted ten (10) minutes between start *time* and meal break and ten (10) minutes between meal break and quitting time for the purpose of a rest period.
- 17.03** *Office/Clerical* and *Technical* Employees shall be granted fifteen (15) minutes between *start* time and meal break and fifteen (15) minutes between meal *break* and *quitting* time for the purpose of a rest period.

ARTICLE 18 - SHIFT PREMIUM

- 18.01** *All shift* workers shall be paid a premium of one dollar (**\$1.00**) per hour for all hours worked between the hours of **4:00 p.m.** and midnight and one dollar and ten cents (**\$1.10**) per hour for all hours worked between the hours of **12** midnight and **8:00 a.m.** provided the time worked in these periods exceeds one (1) hour. These premiums shall also apply to any employee whose normally scheduled shift commences at twelve (**12**) *noon* or later, or ends at twelve (**12**) *noon* or earlier.
- 18.02** Employees who work normally scheduled shifts on Saturday or Sunday shall receive a weekend shift premium of one dollar and ninety-five cents (\$1.95)

for **all** hours worked on Saturdays and Sundays in addition to the shift premium under **clause 18.01** hereof, if any.

- 18.03** Shift premiums under **clauses 18.01** and **18.02** hereof shall not be payable if overtime rates are in effect.

ARTICLE 19 - OVERTIME

- 19.01** All employees shall be paid **two (2)** times the standard hourly rate for all hours worked in excess of their scheduled **daily** hours, and for all hours worked on their scheduled days off and **Paid** Holidays.

- 19.02** Recognizing and respecting the need to allocate overtime assignments as equitably as possible among the employees normally performing the work for which overtime premiums are being paid, the opportunity for any such work will (whenever reasonably practicable) be distributed on a rotational basis within the Department. This will not apply where continuity of work is involved and in **no** event will this clause be construed to mean equalization of overtime.

In order to ensure that the available overtime opportunities are afforded to all employees in a **fair** and consistent manner, a list **will** be posted in each respective Department with the names and total hours charged to each employee. This list will be updated by the Company on the next normal working day following the day that the overtime work has arisen. The list **will** be adjusted to ensure that those with the lowest number of hours will be moved up accordingly.

- 19.03** If an employee works more than four **(4)** hours in the **eight (8)** hour period immediately preceding the commencement of their regularly scheduled shift, they shall be allowed time off with pay at their regular rate, equivalent to **two (2)** times the **time** worked in excess of four (4) hours **in** the **said eight (8)** hour period before reporting for work on that regularly scheduled shift, save and except when the employee is **prescheduled** to fill a vacancy on the **shift** immediately prior to their regularly scheduled shift. **Should** the allowed **time off** **be** two (2) hours or less the employee **shall** have the option of taking the time at the beginning or **prior** to the end of that shift.

(The parties agree that in this clause "**prescheduled**" shall mean giving the employee who fills the vacancy the same notice as Management Personnel received **from** the employee scheduled for that shift.)

- 19.04** Management will give four **(4)** hours notice of overtime whenever it is possible.
- 19.05** All employees **shall** have the option at the **conclusion** of working overtime to request time off in lieu of cash payment of the overtime worked. Time off

shall be credited to the employee at a minimum of one (1) hour increments at a rate of one and one-half (1½) times the number of hours worked. Time In lieu may be banked, not to exceed a period equal to the employee's normal work week and must be taken within the contract year (i.e. by March 31 of the following year). Requests for use of Lieu Time will not be unreasonably withheld, but will be subject to approval by Management and restricted by the respective Departmental policies governing the scheduling of vacations. Any unused Lieu Time as of March 31 in any year will be paid out at two (2) times their normal rate. The maximum allowable Lieu Time provision shall not apply to the Water Engineering *Technologist* classification.

- 19.06 When an employee is scheduled to work planned overtime, and such work is subsequently cancelled, the employee shall be paid four (4) hours at their regular rates unless the employee is notified of the cancellation prior to the scheduled commencement of such work.
- 19.07 When a shift worker voluntarily agrees to work additional time to relieve another employee, the overtime rates shall not apply. All substitution must be authorized in advance.

ARTICLE 20 - CALL OUT

- 20.01 Employees who are called out to meet emergent conditions shall be paid a minimum of four (4) hours at regular rate, provided such working time is not contiguous to the normal hours of work.
- 20.02
 - (a) Employees provided with pagers to respond to after hours calls shall be paid a Stand-By allowance that is the same as the shift and weekend premiums outlined in Article 18.
 - (b) Employees assigned to Stand-By may make mutual changes to their Stand-By schedule provided they notify their supervisor in advance of the change.
 - (c) Work performed as a result of a call while on Stand-By shall be compensated as follows:
 - (i) Work which is performed from home will attract double time pay with a minimum fifteen (15) minutes from the time of call to a maximum of one-half (½) hour in a twelve (12) hour period.
 - (ii) Work which is required to be performed from the office will attract double time pay with a minimum of two (2) hours from the time of the call.

- 20.03** Pay for *call-out* overtime shall be continuous from the time of *call-out* to the time when the employee involved is dismissed provided the period of time from *call-out* to the time of reporting for work is not excessive.

ARTICLE 21 - MEAL ALLOWANCES

- 21.01** The Company shall pay a meal allowance of ten dollars (**\$10.00**), through payroll in a non-taxable manner, after an employee has completed two (2) hours but less than three (3) hours overtime work contiguous to *prescheduled* hours. (*It is understood that in the case of overtime prescheduled shall be defined as a minimum of one (1) day's notice*). The time required to consume such food shall not be considered part of the overtime period.
- 21.02** If the overtime work of an employee exceeds three (3) hours, the employee shall be allowed one-half (½) hour to consume such food and such time shall be considered part of the overtime worked; and thereafter a meal allowance of ten dollars (**\$10.00**) shall be granted for each completed four (4) hours of overtime on the same basis.
- 21.03** *In the case of call-out overtime the Company shall pay a meal allowance as in Article 21.01 and 21.02 when an employee has started and completed four (4) hours overtime work and every four (4) hours thereafter.*
- 21.04** If a shift employee who is called out to replace an employee is not given at least two (2) hours notice to report for work under this clause, the employee called out shall receive a meal allowance.

ARTICLE 22 - ABSENCE FROM DUTY

Employees covered by this Agreement shall not absent themselves from duty otherwise than provided in the Sick Leave Clause without first obtaining permission from Management.

ARTICLE 23 - LEAVE OF ABSENCE WITHOUT PAY

- 23.01** Employees may be granted a leave of absence for personal reasons provided *they do not engage in gainful employment (except for the IBEW)* and subject to the following conditions:
- (a) The Company shall pay its normal share of fringe benefits, "Life Insurance and Group Health Insurance Plans", for an employee for periods of granted leave of absence for ten (10) days only in any calendar year.
 - (b) The employee shall pay the total normal cost of fringe benefits noted above for periods of granted leave of absence in excess of ten (10) days in any calendar year. The costs of these shall be calculated and

recovered in January of each *year* for the preceding year. *such* recovery shall not *exceed* ten percent (70%) of gross pay without the consent of the employee.

- (c) Employees may (at the discretion of Management) be granted a leave of absence without pay before their vacation time and/or lieu day privileges have been exhausted, provided that such time has been scheduled (and approved).

23.02 Union Leave - The Company shall grant those elected Representatives of the Union, who so require, leaves of absence to attend to Union Business. The Union will provide the Company with at least **two** weeks advance written notification of any scheduled meetings. In such **circumstances**, those in attendance will continue to be paid their full normal wages by the Company during such proceedings. **Accordingly**, for those days spent on Union business, the Union will be billed for the wages of the members **acting** in this capacity - at their regular hourly rate with no additional burden assessed.

ARTICLE 24 - MATERNITY/PARENTAL LEAVE

The Company shall grant **Maternity/Parental** Leave without pay in accordance with the provisions of relevant statutory obligations. Employees on *such* leave shall **continue** to accrue seniority for the period of absence and shall be entitled to the **job** they vacated along **with** any associated benefits upon **their** return provided such position exists upon their return. Should their former position no longer exist, **the** employee shall be reinstated to a **comparable** position. **In** this case, the employee shall be entitled to the greater of the rate of pay of their former position **or** their new position.

ARTICLE 25 - BEREAVEMENT LEAVE

25.01 Bereavement Leave is intended to grant an employee up to a **maximum** of three (3) working days absence **from** work with **pay** Immediately following the date of death, and not extending beyond the date of the funeral of a member of their immediate family except in the case of a spouse or child wherein the maximum **is** four (4) days to make funeral arrangements and to attend the funeral. The day following the funeral would be a consideration where extensive travel time is involved, if the employee is the executor and must **carry** out these duties **on** the day following the funeral **or in cases** where religious **observances** require burial to take place within twenty-four (24) hours of **death**. In the event the death occurs during the employee's vacation, or on a paid holiday they **will** be entitled to an extension of their vacation equal to the time they would have been granted had they not been on vacation.

Immediate family includes Husband, **Wife**, Children, **Stepchildren**, **Grandchildren**, Brothers, Sisters, **Brothers-in-law**, Sisters-in-law, Father, Mother, Father-in-law, Mother-in-law and Grandparents.

Should the employee be unable to attend the funeral they may be granted one day paid leave immediately following the date of death.

Bereavement Leave will not be granted to employees when they are on Leave of Absence, their regular **day(s)** off or when off due to illness or accident.

25.02 In the event of the death of any other relative, time off with pay may be granted not to exceed one (1) day.

25.03 In the event of the death of a member of the staff (current or retired) time off with pay may be granted not to exceed one-half (½) day to attend the funeral.

ARTICLE 26 • COMPASSIONATE LEAVE

At its discretion, the Employer may grant paid time off to employees for compassionate reasons upon their request - **providing** however, that the employee offers full (confidential) disclosure of the emergency/circumstances prompting any such request to the Employer.

ARTICLE 27 • JURY DUTY AND CROWN WITNESS

27.01 An employee who is summoned and reports for jury duty and/or jury selection or **witness duty** shall be granted a leave of absence with pay for any time lost from their normal work week provided:

- (a) they have notified **their** supervisor immediately upon receiving such summons: and
- (b) they shall have deposited with the Company the full amount of compensation received for such jury duty or witness **duty less** any allowed travelling expenses.
- (c) any shift employee who **is** summoned and **reports** for jury duty or **serves** as a Witness will be granted a leave of absence with pay from their normally scheduled **shift** for **that** day.

27.02 Whenever an employee who has been granted a leave of absence pursuant to this Article is released **from duty with two (2) hours or more to the end of their shift, they** shall, as a condition of **receiving** full pay for that day, return to work **immediately**.

ARTICLE 28 • VACATIONS

28.01 All vacations shall be taken during the calendar year **after** which they were earned except vacations unused because of sickness or accident. Vacations unused because of sickness or accident shall **be** taken **in** the year of return to work or, If impractical to schedule, in the following year or paid at the prevailing rate at the end of the qualifying year. If the **sick** or injured employee should retire, **be** receiving disability pension benefits or should die. the vacation entitlement of such employee shall be paid, at the regular rate applicable to such employee at the time of retirement or death, to such employee or the estate of such employee.

Vacations granted with pay in any calendar year to all employees covered by **this** Agreement shall be those **which** were earned in the calendar year immediately preceding and shall be as follows:

- (a) **No** vacation shall be granted in the first (1st) calendar year, which shall be the year in which an employee commenced employment.
- (b) In the **second (2nd)** calendar year an employee who has completed one (1) but **less** than six (6) months **service** on the regular staff in the calendar year preceding, shall be granted five (5) days vacation. An employee who has completed more than six (6) months continuous service on the regular staff **in** the calendar year preceding shall be granted ten (10) vacation days.
- (c) In the **third (3rd)** calendar year **two (2) weeks** vacation shall be granted and similarly until the fifth (5th) calendar year.
- (d) In the **fifth (5th)** calendar year **three (3) weeks** vacation shall be granted and similarly until the tenth (10th) year.
- (e) In the **tenth (10th)** calendar year of employment, **four (4) weeks** vacation shall **be** granted and similarly until the sixteenth (16th) calendar year.
- (f) In the **sixteenth (16th)** calendar year **one (1) additional day of** vacation will **be** granted with pay and in the **seventeenth (17th)** calendar year **a further additional day** and likewise thereafter one (1) additional day for each additional year of continuous employment thereafter to a maximum of **five (5) additional days occurring in the twentieth (20th)** calendar year.
- (g) in the **twenty fifth (25th)** calendar year, **five (5) additional days** pay at the employees' regular hourly rate shall be granted; payment of these days shall **be** included in the first pay in December each year or in lieu of payment, the employee may elect to take these days as **part** of their regular vacation provided they make such application by June

1 and any such entitlement shall not be pro rated in the year of retirement.

- 28.02** No employee shall take more than two (2) weeks vacation between the third (3rd) Monday in June and the first (1st) Friday in September in any year except with the approval of Management.
- 28.03** in order to meet the problems occasioned by longer vacations, Management may, in its discretion, direct that the vacation of any employee or group of employees be taken at such time as will permit efficient operations, providing however, that employees shall be allowed at least two (2) weeks of their vacation between the Third (3rd) Monday in June and the First (1st) Friday in September.
- 28.04** Employees leaving the employ of the Company for any reason except discharge will be paid for their accrued vacation earned and unused for which they have not been paid.
- 28.05** Discharged employees will be paid such percentage of wages earned in their last calendar year as required by relevant statutes in lieu of vacation allowance.
- 28.06** in determining vacation priority up to February 15th of each calendar year, employees will be allowed to submit their requests for vacation which shall be approved on a seniority basis. March break and the period that falls between Christmas Day and New Year's Day shall be approved on a rotational basis.
- 28.07** All employees will be allowed to transfer up to five (5) days vacation to the following year.
- 28.08** Employees may be allowed to take one-half (½) day vacations upon providing Management with reasonable written notice.
- 28.09** Vacation credits may be carried over to the next year for maternity leave provided such vacation is taken continuous to the leave.
- 28.10** Employees absent from the active payroll for greater than one (1) month (i.e. four (4) consecutive weeks) in the case of an approved L.O.A. or claim under the L.T.D. Plan (i.e. after the elimination period) or greater than nine (9) months (i.e. thirty-seven (37) consecutive weeks) in the case of parental leave or greater than twelve (12) months (i.e. fifty-two (52) consecutive weeks) in the case of a maternity and parental leave; will have their vacation entitlement for the next calendar year pro rated for periods in excess of the periods defined to reflect the time on the active payroll.
- 28.11** Should an employee's vacation be cancelled or postponed (after such vacation has been requested and subsequently approved by the Company), the Company agrees to provide full reimbursement for any deposits,

cancellation fees or other similar expenses incurred by the employee as a result of such action (upon production of receipts).

ARTICLE 29 - SICK LEAVE

- 29.01** For absence due to bona fide illness, employees shall be granted sick leave on the basis on one and one-half (1½) days at normal rate of pay for each full calendar month of employment on the active payroll.
- 29.02** New employees shall earn sick leave credits (retroactive to their original date of hire) upon the successful completion of their probationary period. Such credits shall be used for absence due to bona fide illness and entitlement shall accrue in accordance with the following schedule:
- Upon employment - one and one-half (1½) days at their **normal** rate of pay for each calendar month of employment on the active payroll (to a maximum of nine (9) days in the first year of employment).
- In the second (2nd) year of employment - one and one-half (1½) days at their **normal** rate of pay for each calendar month of employment on the active payroll (to a maximum of twelve (12) days).
- In the third (3rd) year of employment - one and one-half (1½) days at their **normal** rate of pay for each calendar month of employment on the active payroll (to a maximum of fifteen (15) days)
- In the fourth (4th) year of employment (and each subsequent year thereafter) - one and one-half (1½) days at their **normal** rate of pay for each calendar month of employment on the active payroll (to a maximum of eighteen (18) days per year).
- 29.03** Sick leave grants shall be credited to the employee on the following month and shall be cumulative.
- 29.04** Leave for sickness will be deducted from the accumulated credits.
- 29.05** Employees receiving Canada Pension Disability Benefits while also receiving sick leave payments from the Company will have these sick leave payments offset by the amount equal to the Primary Benefit received under CPP Disability Benefits effective April 1, 1994.
- 29.06** Upon termination of employment employees who have a minimum of two thousand eighty (2080) hours unused sick leave standing to their credit shall receive a sick leave grant equal to the number of hours standing to their credit as of January 1, 1977, up to a maximum of twenty-six (26) weeks at normal rate of pay at termination. Employees who have less than two thousand eighty (2080) hours unused sick leave standing to their credit at termination

shall receive fifty per cent (50%) of their unused sick leave standing to their credit as of January 1, 1977 or fifty per cent (50%) of their unused sick leave at termination, whichever is the lesser, subject in all respects to a maximum of twenty-six (26) weeks at normal rate of pay at termination. Sick leave vesting shall not apply to employees hired after January 1, 1977.

- 29.07 Employees shall arrange for eye examinations and other medical and/or dental appointments outside of working hours. If this is not possible, the employee shall arrange for the appointment(s) at such a time so as to cause the least interruption to the daily work routine. Except with the specific permission of Management personnel, the same shall be scheduled near the end of the workday. In these cases, Management personnel may (at their discretion) grant absence from work (with pay) not exceeding one and one-half (1½) hours. If an employee is absent for such appointments for a period in excess of one and one-half (1½) hours, the full period of absence will be charged to sick leave and the employee shall complete a "Sick Leave Claim" form.
- 29.08 In any and all cases where the Company has requested a medical note, the Company will pay one hundred percent (100%) of the costs.

ARTICLE 30 - PAID HOLIDAYS

- 30.01 (a) Days to be recognized as paid holidays during the year shall be New Year's Day, Good Friday, Easter Monday, **Victoria Day, Canada Day, Civic Day, Labour Day, Thanksgiving Day**, the day immediately **before** Christmas Day, Christmas Day, Boxing Day, and the day immediately **before** New Year's Day or the day which may be observed as the effective paid holiday for any of such days and in addition to the above, any additional holiday which may be proclaimed by the Governor General or Lieutenant - Governor in Council.
- (b) In order to qualify for payment of the Paid Holidays outlined in Article 30.01 (a), employees must be on an approved leave or work both the day before and the day after such Holidays (or those days recognized as the effective Paid Holidays).
- 30.02 When any of the paid holidays listed falls on a Saturday or a Sunday and should any other day not be observed as the effective paid holiday by statute, a day off in lieu of for non-shift employees will be designated to fall within the previous week or the following week contiguous to the weekend. The designated days, if any, will be posted by January 15th in each year.
- 30.03 When a paid holiday or the day which may be observed as the effective paid holiday falls within the vacation of the non-shift employee, such paid holiday

shall not be counted as vacation but shall be allowed to the employee at a time satisfactory to Management.

- 30.04** For each of the paid holidays or those days observed as the effective paid holiday all shift employees who work such paid holiday shall either: (a) **Receive** a days pay of eight (8) hours at the regular hourly rate and, in addition, receive payment for the hours worked at a rate **two (2)** times the regular hourly wage or (b) Take a lieu day of eight (8) hours off with pay (at the regular hourly rate) at a time mutually agreed upon by the **employee** and management and, In addition receive payment for those hours worked at a rate **two (2)** times the regular hourly rate. Should a mutually agreed upon time for use of lieu time not be achieved, by March 31 of the **following** year, then payment for such hours **will** be made.
- 30.05** It is agreed that when a holiday or those days observed as the effective paid holiday falls upon the normally scheduled day off of a shift employee, **said** employee shall either:
- (a) Receive an additional eight (8) hours pay at the normal hourly rate or
 - (b) Take a **lieu** day of eight (8) hours off with pay at the regular hourly rate at a time mutually agreed upon by the employee and management.

ARTICLE 31 - DURATION OF CONTRIBUTIONS WHEN ABSENT

- 31.01** In the case of absence due to illness or accident, other than compensable accident, the Company shall **continue** to pay its contributions to the Plans referred to in Article 34 for as long as the employee is in receipt of sick leave grants under Article 29.
- 31.02** The Company will cease its contributions to the Plans referred to in Article 34 while an employee is suspended.
- 31.03** The Company will **continue** benefits as referred to in Article 34.01 for laid off employees **until** the employee **gains** other full time employment or for a period not **exceeding** one (1) year whichever is **less** provided that such employee has five (5) years service with the Company.

ARTICLE 32 -WORKPLACE SAFETY & INSURANCE

- 32.01** When employees are unable to work due to compensable injury suffered in the performance of their duties with the Company they will be paid at the rate of their full normal take home pay while they are rated by Worker's Safety and Insurance Board as temporarily totally disabled.
- 32.02** When employees have **suffered** compensable injury, and after treatment are able to resume their former classification to the **satisfaction** of Management

and when such resumption of duties would not create hazard to the employees or others, they shall receive the rate of the classification even though they may in addition be receiving a clinical disability award, ordered by the Workplace Safety and Insurance Board of Ontario.

32.03 When employees who have suffered compensable Injury, and who as a result of such Injury are unable to resume their former duties, but are required to transfer to a lower paid classification, they shall be paid as follows where a clinical disability award is ordered by the Workplace Safety and Insurance Board of Ontario:

- (a) If the rate of their new classification is greater than the rate of their previous classification less the hourly value of the award, they shall be paid the rate of their classification, plus the award.
- (b) If the rate of their new classification is less than the rate of their previous classification less the hourly value of the award, they shall be paid at a special rate which shall be the rate of their previous classification less the hourly value of the award.

32.04 The **Company** hereby agrees that there shall be no reduction in any employment benefit due to hours absent as a result of sickness and/or injury which has arisen out of, or in the course of, employment; this includes - but is not limited to - seniority, pension credits, vacation entitlement, and healthcare benefits.

ARTICLE 33 - PENSION AND INSURANCE

33.01 The **Company** and the employees will participate in the Ontario Municipal Employees Retirement System Basic Plan - (O.M.E.R.S.) and the Canada Pension Plan on an integrated basis.

33.02 The **Company** has enrolled all eligible employees in an O.M.E.R.S. Type **1 - 100%** Supplementary Pension Benefit Plan to provide supplementary pension benefits for credited service with the **Company** prior to January **1, 1966**. The valuation date of the plan is January **1, 1984**.

33.03 The **Company** has enrolled all eligible employees (hired before January **1, 1983**), in an O.M.E.R.S. Type **3** Supplementary Pension Benefit Plan with a valuation date of January **1, 1982**. The plan to provide for a supplementary pension for each covered employee who retires within ten (**10**) years before their normal retirement date and has completed thirty (**30**) years of service with the **Company**.

33.04 The **Company** shall pay the full premium cost to provide life insurance coverage for all employees under a group policy. Should **the Company change carriers** during **the term** of this **Agreement**, **the Union shall be**

consulted and the employees *notified* of the change not less than *ninety (90)* days in advance. The policy, will provide coverage equal to at least one and one-half (1½) times the employee's basic annual earnings (to the next highest one thousand (\$1,000) dollars).

33.05 The entire cost of Basic Insurance in Options **1, 2, 3** and **4** and of any retirement insurance will be paid by the Company and the cost of any **Additional Term Insurance** that is selected will be paid entirely by the employee by way of wage or salary deduction. Until the last day of the month in which an employee reaches age **65**, retires on an Early Retirement date or on a Total Disability retirement date, whichever occurs **first, they will** be insured for an amount equal to whichever of the following options is applicable:

Option	Basic Term Insurance		Additional Term Insurance
1	150% of annual base earnings rounded upward to the nearest \$1,000		NIL
2	175% of annual base earnings rounded upward to the nearest \$1,000	and	25% of annual base earnings rounded upward to the nearest \$1,000
3	175% of annual base earnings rounded upward to the nearest \$1,000	and	75% of annual base earnings rounded upward to the nearest \$1,000
4	175% of annual base earnings rounded upward to the nearest \$1,000	and	125% of annual base earnings rounded upward to the nearest \$1,000

33.06 The Company shall make life Insurance coverage for Spouses and Dependents (i.e. \$10,000 & \$5,000) available, with the full costs of premiums covered by the Employee.

ARTICLE 34 - GROUP HEALTH INSURANCE PLANS

34.01 During the ~~life~~ of this Agreement ~~the~~ Company agrees to pay one hundred percent (100%) of the premium costs for group ~~health~~ benefits listed herein (except as otherwise specifically defined below). In so doing, coverage ~~will~~ be provided for: ~~all~~ employees, their spouses and/or eligible dependents (including overage dependents); employees receiving ~~disability~~ benefits (including, but not limited to STD, LTD, OMERS Disability, and/or CPP Disability); retirees (with a minimum of ten (10) years service) who were hired prior to April 1, 2002, their spouses ~~and/or~~ their eligible dependents; in the event of the death of an active employee or retiree (as defined above) - their surviving spouse and/or eligible dependents. The Plan will ~~include~~ the following:

- i. The Employer Health Tax
- ii. Green Shield Supplementary Plan for Semi Private Hospital Care.
- iii. Green Shield Apoth-O-Care Drug Plan, (Product Selection) - with diabetic coverage and prescription ~~co-payment~~ of three (3) dollars.
- iv. Green Shield Dental Plan 50, - including Orthodontic coverage (to a ~~lifetime~~ maximum of two thousand dollars (\$2,000) and one thousand five hundred dollars (~~\$1,500~~) maximum for caps, crowns and bridges
- v. Green Shield Vision Care Plan 7, - providing ~~two~~ hundred and ~~fifty~~ dollars (~~\$250~~) dollars every twenty four (24) months, which may be applied to laser eye surgery.
- vi. Green Shield Audio Plan HI, - including Hearing ~~Aids~~.
- vii. Green Shield Extended Health ~~Services~~ Plan, - including Out of Province Travel Assistance (Plan ~~QJ~~); Nursing Home ~~N6~~ and Chiropractic therapy.
- viii. Overage Dependent Coverage (paid jointly with the Company paying seventy-five percent (75%) of the premium costs).

34.02 ~~With~~ respect to retirees (with a minimum of ten (10) years service), who ~~were~~ hired ~~on or after~~ April 1, 2002, it is agreed that the Company ~~shall~~ establish health care spending credits ~~for~~ each so affected employee for the purchase of Group Health Benefits In retirement. The sum of such credits shall be determined on the basis of five thousand dollars (\$5,000) for each completed year of service. Such retirees, their spouse and eligible dependents shall be allowed to choose the benefits they require from the above noted listing and the payment for such benefits shall be made from the above noted credits through the Company (at the Company's rate). Such credits can only be

used for the purchase of Group Health Care Benefits through the Company and shall **carry** no cash value.

Upon exhaustion of the above noted credits, such retirees, their spouse and eligible dependents **shall** have the option of purchasing any **or** all portions of **this** benefit package through the Company (at the Company's rate) at their own expense.

Should the retiree die prior to the exhaustion of the above noted credits their spouse and eligible dependents shall be **allowed** to continue their group health benefits in the same manner **as** noted above. In the event that there are no eligible dependents **following** the death of a retiree, any credits **remaining** shall be void.

- 34.03** In the event that the lifetime provision of Group Health Benefits for those retirees (who were classified as regular full-time employees as of April 1, 2002 - with a **minimum** of ten (10) **years service** at retirement) is terminated **or** should the terms and **conditions** so guaranteed be removed, the Company shall establish health care spending **credits in** the sum of five hundred thousand dollars (**\$500,000**) for each **so** affected employee. Such retirees, **their** spouse and eligible **dependents** shall be allowed to choose the benefits they require **from the** above noted listing and the payment for such benefits shall be made from the above noted credits through the Company (at the Company's rate). Such **credits** can only be used **for** the purchase of **Group Health Care Benefits** through the Company and shall **carry** no cash value.
- 34.04** The Company **agrees** to pay **85%** of the premium cost of a **Long Term disability** plan for all employees. The Long Term Disability Plan shall provide for **benefits** at sixty percent (60%) of the employees base salary after **119** days of absence due to non-compensable illness or injury. Employees shall be allowed to top up **benefits** received under this plan using their accumulated sick leave credits to achieve the maximum benefit level of eighty-five percent (85%) of their normal gross earnings **or elect** to defer receipts of **LTD** benefits by **first** exhausting all of their accumulated sick leave credits prior to applying for such entitlement (i.e. employee would be able to **serve** an eligibility period of either their accumulated sick leave or **119** days, **whichever is** greater). The supplementary payments shall be offset by deducting one quarter ($\frac{1}{4}$) day from the personal sick bank of the employee for each day of Long Term Disability benefit entitlement and **continue** until these accumulated credits have been exhausted. in the event that an employee's claim is denied by the **carrier**, the Company agrees to allow the employee to use accumulated sick leave in their bank until the **matter** is resolved.
- 34.05** Save in respect of Canada Pension Plan and **O.M.E.R.S.** It is understood and agreed that probationary employees will not be entitled to any of the benefits set out in Article 33 or Article 34.

- 34.06** In the event of the death of any employee (while on the active payroll), the Company will pay one hundred percent (100%) of the premiums to ensure that spousal and/or dependent Group Health Benefits will continue as outlined in this Agreement (providing coverage at least equal to or greater than that which was effective January 1, 1990) for the employees' surviving family.
- 34.07** Any employee who is currently receiving Long Term Disability benefits in accordance with the terms and provisions outlined by this clause, will be afforded an opportunity to post for any vacancy with the Company as same becomes available. Such right shall expire after twenty-four (24) months from the date of the initial receipt of the LTD benefits.

ARTICLE 35 - RETIREMENT

Employees shall be retired on the last day of the month in which they attain age sixty-five (65) years. Employees shall give ninety (90) days notice of their intent to retire early.

ARTICLE 36 - PAY DAYS

Employees covered by this agreement shall be paid every Friday.

ARTICLE 37 - CONTRACTING OUT

- 37.01** The Company shall retain the right to contract out work but no regular employee will be laid off as a direct result of this action.

Employees transferred to a lower paid classification as a result of contracting out of the work of their former classification will have their rate frozen until the rate of their new classification exceeds the frozen rate. This provision will not apply should the employee subsequently transfer to another classification by application and in which case their rate of pay will be in accordance with the provisions of the transfer clause. An employee transferred as the direct result of contracting out shall be afforded the opportunity to return to their former classification if a vacancy occurs within a period of five (5) years from date of transfer, provided the employee is capable of performing the duties.

- 37.02** The Employer shall retain the right to enlist the services of contractors, provided that the contracting out of work that can be performed by the employees in the Bargaining Unit does not directly or indirectly cause any Employee covered by the terms of this Agreement to be discharged, indefinitely and/or temporarily laid off, transferred to a lower paying classification or have their regular hours of work or wages reduced.
- 37.03** The Union recognizes that the Company may, from time to time, assign certain work to contractors (who, may occasionally be required to work on site

at the same time as Company Employees). **Notwithstanding** the foregoing, it is expressly understood that - at no time and under no circumstances, **shall** any Bargaining Unit Employee (covered by the terms of this Agreement) be: in any way held accountable for these crews **and/or** subject to direction of or be a part of such crews during the completion of their respective work assignments.

ARTICLE 38 - LICENCE FEES

The Company agrees to pay the licence fees of employees, which must be maintained or renewed as a condition of employment.

ARTICLE 39 - EQUIPMENT

- 39.01** The Company shall supply hard hats, liners, rubber gloves, work gloves, rubber boots and liners, raincoats, spurs, belts, flash goggles and necessary tools where required and **while** engaged in duties for the Company. The Company shall also supply one (1) shop coat per year for employees in **the** Storekeeper and Transformer Test and Repair classifications, one (1) pair of coveralls per year for employees in the Auto Mechanic and Welder **classifications** and necessary protective clothing for employees in the Welder **classification**.
- 39.02** All Operational employees covered by this Agreement, except when working in circumstances **that** do not require such, shall be **required** to wear flame **retardant** orange safety clothing and safety boots while on duty for the Company. Accordingly, an individual account for each employee **covered** by this Agreement shall be **established** with a supplier (to be selected by the Labour Relations Committee) by the Company to **provide** them with safety clothing and **safety** boots. Such accounts **will** have a present spending limit of four hundred **dollars** (\$400.00) each for each year of this agreement. These allowances **will** be made available on April **1st** of **each** calendar year. If such allowances are not spent by December **31st** of each calendar year, **they** shall be **forfeited** by the employee.
- 39.03** Meter Readers/Meter Reading System Operators and Collectors will receive the following uniforms:
- Meter **Readers/Meter Reading System** Operators every two (2) years: Choice of five (**5**) pants or shorts, choice of six (6) long or short sleeve shirts, one (**1**) winter coat, one (1) spring coat, one (**1**) pair of rubber boots, rain gear.
- Collector every two (2) years: **Five** (5) pants, choice of **six** (6) long or short sleeve shirts, one (1) winter coat, one (1) jacket, rain gear.

Employees in these classifications shall have an account established with the supplier named below in the amount of one hundred and fifty dollars (\$150) for each year of this agreement to apply to safety footwear. These allowances will be made available on April 1st of each calendar year. If such allowances are not spent by December 31st of each calendar year, they shall be forfeited by the employee.

- 39.04 All Hydro/Water/Technical Services/Lab Technicians, Technologists, Advisors, CAD Operators and Caretaker covered by this Agreement, except when working in circumstances that do not require such, shall be required to wear orange safety clothing and safety boots while on duty for the Company. Accordingly, an individual account for each employee covered by this Agreement shall be established with a supplier (to be selected by the Labour Relations Committee) by the Company to provide them with safety clothing and safety boots. Such accounts will have a present spending limit of two hundred and fifty dollars (\$260.00) each for each year of this agreement. These allowances will be made available on April 1st of each calendar year. If such allowances are not spent by December 31st of each calendar year, they shall be forfeited by the employee.
- 39.05 The Company agrees to establish an account with the above-mentioned supplier in the amount of one hundred dollars (\$100) for any other employees required by the Company to wear safety footwear in the workplace. These allowances will be made available on April 1st of each calendar year. If such allowances are not spent by December 31st of each calendar year, they shall be forfeited by the employee.
- 39.06 It is the personal responsibility of each employee to report to their immediate supervisor any defects in tools, protective clothing or safety equipment.
- 39.07 It is understood that the Company agrees to replace raincoats when damaged or destroyed and are returned to the Company.

ARTICLE 40 - NO DISCRIMINATION/NO HARASSMENT

- 40.01 The Company agrees that it will not in any manner object to any employee being, or becoming a member of the Union, and will not in any manner interfere with, nor discriminate against any Employee because of his/her membership or proposed membership in the Union. The Employees will not, in any manner interfere with nor attempt to limit, the right of the Company, or the rights of any duly authorized officer acting for the Company.
- 40.02 Both the Company and the Union recognize their respective responsibilities under the Ontario Human Rights Code and any other similar statutory requirement. Both parties hereby, reaffirm their commitment not to discriminate in any manner relating to employment on the basis of race,

ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status or handicap.

ARTICLE 41- RESUSCITATION. ACCIDENT PREVENTION AND FIRST AID

- 41.01** it is hereby agreed that two (2) consecutive hours (with pay) will be scheduled by Management once every other month for all employees covered by this Agreement to attend safety meetings, discuss accident prevention, and receive safety instruction under competent supervision. Special arrangements, where necessary, will be made to allow participation by shift employees.
- 41.02** All Employees will be certified in CPR and Basic First Aid techniques through training programs directed by qualified instructors (as approved by WSIB to deliver such certification training). Such certification training will be offered on an ongoing basis with all employees renewing/updating their certificates of qualification (in both CPR and First Aid) every two (2) years. These programs will be fully funded by the Company and all employees will be allowed to participate in this training during normal working hours without any loss of wages, benefits or other entitlements.
- 41.03** In addition to any other training provided in accordance with this clause, any employees who require special training and/or safety instruction (in such areas as pole top or bucket rescue, confined space or manhole rescue and/or trenching safety) will be allowed to practice such skills (under competent supervision) with a minimum of one (1) hour with pay being scheduled for such programs, at least twice annually.

ARTICLE 42 - 30/55 YEARS

An employee who has either reached the age of fifty-five (55) years, or completed thirty (30) years of service with the Company, who is forced by reason of illness or injury to transfer to a lower paid classification shall continue to be paid until their retirement at a rate of not less than that which they were receiving immediately preceding the transfer, provided they are able to do useful work.

ARTICLE 43 - GENERAL

- 43.01** Copies of Agreements: The Union and the Company desire every employee to be familiar with the provision of this Agreement and his/her rights and obligations under it. For this reason, the Company shall print and distribute sufficient copies of the Agreement to all employees within a reasonable time following ratification.

- 43.02 **Bulletin Boards:** Bulletin Boards shall be furnished (at all permanent/home base locations) by the Company for the Union's use, for the purpose of posting notices to Union members. The Union agrees that it shall *confine* such posted notices to information concerning *Company-Union* relations and matters of concern to Union members. The Union further agrees it shall not post any notices that are derogatory or **inflammatory** in nature. Postings on bulletin boards shall be done by the Chief Union Stewards or their designated representatives.
- 43.03 **Personnel Files - Employee Access:** by appointment, employees may • during normal **business** hours • review the content of their personnel files in the presence of a representative of the Company. Any employee may put into *his/her* personnel file, a letter of rebuttal of any documented action taken against *said* employee. Whenever any **incident** - whether favourable or unfavourable • occurs and a record of such is made by the Company, the employee **will** be furnished with a copy of *said* correspondence in order that they may have an opportunity to correct the *record* (if necessary).
- 43.04 Except where a provision of **this** Collective Agreement specifically and **individually** provides greater benefits, the Parties agree that the rights, privileges and entitlements defined by the Employment Standards Act, The Labour Relations Act, The Occupational Health and Safety Act and the Workplace Safety and Insurance Act as form part of this Agreement and shall be enforceable pursuant to the grievance and arbitration provisions defined therein.

ARTICLE 44 - DURATION OF AGREEMENT

- 44.01 This Agreement shall become effective April 1, 2002 and remain in full force and effect until December 31, 2005. Within a period of not more than ninety (90) days, and not less than thirty days prior to December 31, 2005 • either party may give notice in writing to the other of its' desire to bargain on amendments and/or revisions to the Agreement.
- 44.02 During the discussion or negotiation of any proposed renewal, change, amendment or revision of this Collective Agreement, (either in whole or in part), the Agreement in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until mutually acceptable terms of settlement have been agreed upon between the Parties or until the Conciliation process available from time to time under the Labour Relations Act (or any successor legislation) has been exhausted.

ARTICLE 45 - CLASSIFICATION & HOURLY WAGE RATES

- 45.01 An across the board (hourly) wage increase will be awarded as follows:

Effective April 1, 2002 - (and retroactive on all hours paid) three percent for all classifications – 3%

Effective July 1, 2003 - for all classifications – 3 %

Effective October 1, 2004 - for all classifications – 3%

45.02 In *addition* to the increases noted in *Article 45.01* above, *employees* in the following classifications shall receive the following adjustments according to the schedule noted below:

Clerk Steno IS, Clerk Steno Water, Fleet & Site Clerk, Clerk Steno Hydro

April 1, 2002 - \$0.36 per hour

July 1, 2003 - \$0.36 per hour

October 1, 2004 - \$0.39 per hour

45.03 In Schedule A the legend indicated is as follows:

S - Skilled

S.S. - Semi-Skilled

N.S. - Non-Skilled

C - Office/Clerical

T - Technical

O - Operational

45.04 Although the persons presently occupying these **classifications** may be receiving a rate other than shown, due to special circumstances, it **is** agreed that the wage rates **paid** these employees will be maintained during the **term** of **this** Agreement. However, the rate shown above shall be considered as those belonging to those classifications.

SCHEDULE A

2002-04-01				80%	85%	90%	95%	100%
CLASSIFICATION								
Labourer	N.S.	O	40	\$14.82	\$15.74	\$18.87	\$17.58	\$ 18.52
Switchboard Operator		C	40	\$15.30	\$16.26	\$17.22	\$18.17	\$ 18.13
Mallroom Clerk, Cashier		C	35	\$16.11	\$17.12	\$18.13	\$19.13	\$ 20.14
Meter Shop Assistant		C	40	\$16.22	\$17.24	\$18.25	\$19.27	\$ 20.28
Clerk Steno IS, Clerk Steno Water, Fleet & Site Clerk, Clerk Steno Hydro,		C	35	\$16.86	\$17.91	\$18.96	\$20.02	\$ 21.07
Caretaker— (Three (3) steps pay grid over twenty-four (24) months)	N.S.	O	40			\$18.63	\$19.67	\$ 20.70
Clerk Water		C	35	\$16.56	\$17.60	\$18.63	\$19.67	\$ 20.70
Meter Reader	S.S.	O	40	\$16.85	\$17.90	\$18.95	\$20.01	\$ 21.06
Collector	S.S.	O	40	\$17.22	\$18.29	\$19.37	\$20.44	\$ 21.52
Site Maintenance	S.S.	O	40	\$17.37	\$18.45	\$19.54	\$20.62	\$ 21.71
Meter Install & Removal S.P.	S.S.	O	40	\$17.43	\$18.52	\$19.61	\$20.70	\$ 21.79
Clerk Financial Services, Steno Clerk C.S.		C	35	\$17.45	\$18.54	\$19.63	\$20.72	\$ 21.81
CAD Technician		T	37.5	\$17.46	\$18.56	\$19.65	\$20.74	\$ 21.83
Meter Reading System Operator	S.S.	O	40	\$17.69	\$18.79	\$19.90	\$21.00	\$ 22.11
Customer Service Representative		C	35	\$17.92	\$19.04	\$20.16	\$21.28	\$ 22.40
Senior CAD Technician		T	37.5	\$18.03	\$19.16	\$20.29	\$21.41	\$ 22.54
Storekeeper	S.S.	O	40	\$18.03	\$19.16	\$20.29	\$21.41	\$ 22.54
Water Meter Repair	S	O	40	\$18.46	\$19.61	\$20.76	\$21.92	\$ 23.07

2002-04-01								
CLASSIFICATION			80%	85%	90%	95%	100%	
Accounting Clerk, Buyer, Senior Credit Clerk. Head Cashier		C	35	\$18.82	\$19.79	\$20.95	\$22.12	\$ 23.28
Water Engineering Technician		T	37.5	\$18.62	\$19.79	\$20.95	\$22.12	\$ 23.28
Sub Foreman Stores	S.S.	O	40	\$18.63	\$19.80	\$20.96	\$22.13	\$ 23.29
Junior Engineering Technologist		T	37.5	\$19.60	\$20.83	\$22.05	\$23.28	\$ 24.50
Leader - Water Meter Repair	S	O	40	\$19.69	\$20.92	\$22.15	\$23.38	\$ 24.61
User Support Specialist		C	35	\$20.05	\$21.30	\$22.55	\$23.81	\$ 25.06
Programmer - (Five (5) steps pay grid over forty-eight (48) months)		C	35	\$20.22	\$21.48	\$22.74	\$24.01	\$ 25.27
Technical Services Advisor			37.5	\$20.50	\$21.79	\$23.07	\$24.35	\$ 25.63
Auto Mechanic, Transformer Test & Repair			40	\$20.77	\$22.07	\$23.36	\$24.66	\$ 25.96
Meter Technician			40	\$21.06	\$22.38	\$23.70	\$25.01	\$ 26.33
Welder			40	\$21.07	\$22.39	\$23.71	\$25.02	\$ 26.34
Laboratory Technician		T	40	\$21.46	\$22.81	\$24.15	\$25.49	\$ 26.83
Sub Foreman - Site Department	S	O	40	\$21.62	\$22.97	\$24.32	\$25.67	\$ 27.02
Sub Foreman - Meter Department	S	O	40	\$21.85	\$23.21	\$24.58	\$25.94	\$ 27.31
Programmer/Analyst		C	35	\$22.39	\$23.79	\$25.19	\$26.59	\$ 27.99
Hydro Engineering Technologist, Hydro Operations Technologist, Technical Service Technologist, Water Engineering Technologist - (Five (5) steps pay grid over forty-eight (48) months)		T	37.5	\$22.45	\$23.65	\$25.25	\$26.66	\$ 28.06
Lead H2O Engineering Tech		T	37.5	\$24.69	\$26.23	\$27.77	\$29.32	\$ 30.86

2003-07-01

CLASSIFICATION				80%	85%	90%	95%	100%
Labourer	N.S.	O	40	\$15.26	\$16.22	\$17.17	\$18.13	\$ 19.08
Switchboard Operator		C	40	\$15.76	\$16.75	\$17.73	\$18.72	\$ 19.70
Mailroom Clerk, Cashier		C	35	\$16.59	\$17.63	\$18.67	\$19.70	\$ 20.74
Meter Shop Assistant		C	40	\$16.71	\$17.76	\$18.80	\$19.85	\$ 20.89
Clerk Steno IS, Clerk Steno Water, Fleet & Site Clerk, Clerk Steno Hydro,		C	35	\$17.66	\$18.76	\$19.86	\$20.97	\$ 22.07
Caretaker - <i>(Three(3) steps pay and over twenty-four (24) months)</i>	N.S.	O	40			\$19.19	\$20.25	\$ 21.32
Clerk Water		C	35	\$17.06	\$18.12	\$19.19	\$20.25	\$ 21.32
Meter Reader	S.S.	O	40	\$17.35	\$18.44	\$19.52	\$20.61	\$ 21.69
Collector	S.S.	O	40	\$17.74	\$18.84	\$19.95	\$21.06	\$ 22.17
Site Maintenance	S.S.	O	40	\$17.89	\$19.01	\$20.12	\$21.24	\$ 22.36
Meter Install & Removal S.P.	S.S.	O	40	\$17.95	\$19.07	\$20.20	\$21.32	\$ 22.44
Clerk Financial Services, Steno Clerk C.S.		C	35	\$17.97	\$19.09	\$20.21	\$21.34	\$ 22.46
CAD Technician		T	37.5	\$17.98	\$19.11	\$20.23	\$21.36	\$ 22.48
Meter Reading System Operator	S.S.	O	40	\$18.22	\$19.35	\$20.49	\$21.63	\$ 22.77
Customer Service Representative		C	35	\$18.46	\$19.61	\$20.76	\$21.92	\$ 23.07
Senior CAD Technician		T	37.5	\$18.58	\$19.74	\$20.90	\$22.06	\$ 23.22
Storekeeper	S.S.	O	40	\$18.58	\$19.74	\$20.90	\$22.06	\$ 23.22
Water Meter Repair	S	O	40	\$19.01	\$20.20	\$21.38	\$22.57	\$ 23.76

2003-07-01								
CLASSIFICATION				80%	85%		95%	100%
Accounting Clerk, Buyer, Senior Credit Clerk, Head Cashier		C	35	\$19.18	\$20.38	\$21.58	\$22.78	\$ 23.98
Water Engineering Technician		T	37.5	\$19.18	\$20.38	\$21.58	\$22.78	\$ 23.98
Sub Foreman Stores	S.S.	O	40	\$19.19	\$20.39	\$21.59	\$22.79	\$ 23.99
Junior Engineering Technologist		T	37.5	\$20.19	\$21.45	\$22.72	\$23.98	\$ 25.24
Leader - Water Meter Repair	S	O	40	\$20.28	\$21.55	\$22.82	\$24.08	\$ 25.35
User Support Specialist		C	35	\$20.65	\$21.94	\$23.23	\$24.52	\$ 25.81
Programmer - (Five (5) steps pay grid over forty-eight (48) months)		C	35	\$20.82	\$22.13	\$23.43	\$24.73	\$ 26.03
Technical Services Advisor		T	37.5	\$21.12	\$22.44	\$23.76	\$25.08	\$ 26.40
Auto Mechanic, Transformer Test & Repair	S	O	40	\$21.39	\$22.73	\$24.07	\$25.40	\$ 26.74
Meter Technician	S	O	40	\$21.70	\$23.05	\$24.41	\$25.76	\$ 27.12
Welder	S	O	40	\$21.70	\$23.06	\$24.42	\$25.77	\$ 27.13
Laboratory Technician		T	40	\$22.10	\$23.49	\$24.87	\$26.25	\$ 27.63
Sub Foreman - Site Department	S	O	40	\$22.26	\$23.66	\$25.05	\$26.44	\$ 27.83
Sub Foreman - Meter Department	S	O	40	\$22.50	\$23.91	\$25.32	\$26.72	\$ 28.13
Programmer/Analyst		C	35	\$23.06	\$24.51	\$25.95	\$27.39	\$ 28.83
Hydro Engineering Technologist, Hydro Operations Technologist, Technical Service Technologist, Water Engineering Technologist - (Five (5) steps pay grid over forty-eight (48) months)		T	37.5	\$23.12	\$24.57	\$26.01	\$27.46	\$ 28.90
Lead H2O Engineering Tech		T	37.5	\$25.43	\$27.02	\$28.61	\$30.20	\$ 31.79
							\$ 31.79	\$ 31.79

2004-10-01

CLASSIFICATION

				80%	85%	90%	95%	100%
Labourer	N.S.			\$15.72	\$16.70	\$17.69	\$18.67	\$ 19.65
Switchboard Operator				\$16.23	\$17.25	\$18.26	\$19.28	\$ 20.29
Mailroom Clerk, Cashier				\$17.09	\$18.16	\$19.22	\$20.29	\$ 21.36
Meter Shop Assistant				\$17.22	\$18.29	\$19.37	\$20.44	\$ 21.52
Clerk Steno IS, Clerk Steno Water, Fleet & Site Clerk, Clerk Steno Hydro,				\$18.50	\$19.66	\$20.82	\$21.97	\$ 23.13
Caretaker -- <i>(Three (3) steps pay grid over twenty-four (24) months)</i>	N.S.					\$19.76	\$20.86	\$ 21.96
Clerk Water				\$17.57	\$18.67	\$19.76	\$20.86	\$ 21.96
(MeterReader	S.S.			\$17.87	\$18.99	\$20.11	\$21.22	\$ 22.34
Collector	S.S.			\$18.27	\$19.41	\$20.56	\$21.70	\$ 22.84
Site Maintenance	S.S.			\$18.42	\$19.58	\$20.73	\$21.88	\$ 23.03
Meter Install & Removal S.P.	S.S.			\$18.49	\$19.64	\$20.80	\$21.95	\$ 23.11
Clerk Financial Services, Steno Clerk C.S.				\$18.50	\$19.66	\$20.82	\$21.97	\$ 23.13
CAD Technician				\$18.52	\$19.68	\$20.84	\$21.99	\$ 23.15
Meter Reading System Operator	S.S.			\$18.76	\$19.93	\$21.11	\$22.28	\$ 23.45
Customer Service Representative				\$19.01	\$20.20	\$21.38	\$22.57	\$ 23.76
Senior CAD Technician				\$19.14	\$20.33	\$21.53	\$22.72	\$ 23.92
Storekeeper	S.S.			\$19.14	\$20.33	\$21.53	\$22.72	\$ 23.92
Water Meter Repair	S	O	40	\$19.58	\$20.80	\$22.02	\$23.25	\$ 24.47

2004-10-01				80%			95%	100%
CLASSIFICATION								
Accounting Clerk, Buyer. Senior Credit Clerk. Head Cashier		C	35	\$19.76	\$21.00	\$22.23	\$23.47	\$ 24.70
Water Engineering Technician		T	37.5	\$19.76	\$21.00	\$22.23	\$23.47	\$ 24.70
Sub Foreman Stores	S.S.	O	40	\$19.77	\$21.00	\$22.24	\$23.47	\$ 24.71
Junior Engineering Technologist		T	37.5	\$20.80	\$22.10	\$23.40	\$24.70	\$ 26.00
Leader - Water Meter Repair	S	O	40	\$20.89	\$22.19	\$23.50	\$24.80	\$ 26.11
User support Specialist		C	35	\$21.26	\$22.59	\$23.92	\$25.25	\$ 26.58
Programmer - <i>(Five (5) steps pay grid over forty-eight (48) months)</i>		C	35	\$21.45	\$22.79	\$24.13	\$25.47	\$ 26.81
Technical Services Advisor		T	37.5	\$21.75	\$23.11	\$24.47	\$25.83	\$ 27.19
Auto Mechanic, Transformer Test & Repair	S	O	40	\$22.03	\$23.41	\$24.79	\$26.16	\$ 27.54
Meter Technician	S	O	40	\$22.34	\$23.74	\$25.14	\$26.53	\$ 27.93
Welder	S	O	40	\$22.35	\$23.75	\$25.15	\$26.54	\$ 27.94
Laboratory Technician		T	40	\$22.77	\$24.19	\$25.61	\$27.04	\$ 28.46
Sub Foreman- Site Department	S	O	40	\$22.93	\$24.36	\$25.79	\$27.23	\$ 28.66
Sub Foreman- Meter Department	S	O	40	\$23.18	\$24.62	\$26.07	\$27.52	\$ 28.97
Programmer/Analyst		C	35	\$23.75	\$25.24	\$26.72	\$28.21	\$ 29.69
Hydro Engineering Technologist, Hydro Operations Technologist, Technical Service Technologist, Water Engineering Technologist - <i>(Five (5) steps pay grid over forty-eight (48) months)</i>		T	37.5	\$23.82	\$25.30	\$26.79	\$28.28	\$ 29.77
LeadH2O Engineering Tech		T	37.5	\$26.19	\$27.83	\$29.47	\$31.10	\$ 32.74

ENWIN UTILITIES
Katerson

[Signature]

**LOCAL UNION NO. 636 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS,
A.F. OF L. - C.I.O & C.F.L.**

Da Diabre

[Signature]

Signed and sealed with their respective seals:

Memorandum of Understanding

Between

ENWIN Utilities Ltd.
(Hereafter known as the Employer)

And

International Brotherhood of Electrical Workers Local 636
(Hereafter known as the Union)

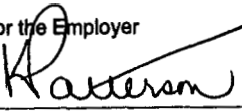
HOURS OF WORK

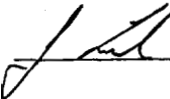
This letter will serve as confirmation of an understanding which has been reached between the Parties during the 2002 contract negotiations with respect to the hours of work.

The hours of work may be altered (Monday through Friday only) to accommodate scheduling of training programs/courses but normal start/quit time may not be adjusted by more than one (1) hour during the summer schedule or one-half (1/2) hour during the winter schedule. Written notice of any such change must be provided to the affected employee(s) at least three (3) working days in advance and no change shall exceed three (3) days.

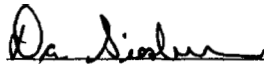
Signed this 16th day of May 2002 at Windsor Ontario.

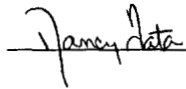
For the Employer





For the Union





Memorandum of Understanding

Between

Enwin Utilities Ltd
(Hereafter known as the Employer)

And

International Brotherhood of Electrical Workers Local 636
(Hereafter known as the Union)

EXTENDED HOURS

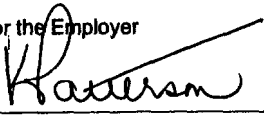
The Parties to this Collective Agreement agree to the following principles outlining the terms and conditions of employment that shall apply in the event that extended working hours are instituted. It is recognized that the terms and conditions contained herein may be subject to change upon mutual agreement between the Parties during discussions pertaining to the implementation of a specific shift.

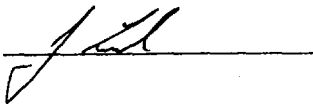
1. Extended hours are defined as tours that exceed eight (8) hours but not more than twelve (12) hours in length.
2. Where the Company agrees to implement a schedule with extended hours, the employees who would be subject to such a schedule, shall vote on the proposed schedule. The Union will conduct the vote and a threshold of seventy percent (70%) must be achieved in order for the schedule to be implemented. Discontinuance of such a schedule will also require a vote with seventy percent (70%) of the affected staff in favour of discontinuance and the Union shall provide the Company with at least sixty (60) days notice. In either case, a vote will not be held more than once in any six (6) month period.
3. Where the Company decides that the continuance of an extended hours arrangement is no longer feasible, the Union will be consulted and advised of such a decision not less than sixty (60) days in advance of the discontinuance.
4. Employees working an extended hours schedule shall be scheduled an average of their normal work-week over a four week period.
5. No employee working twelve (12) hour tours or longer shall be scheduled to work more than four (4) consecutive days and no employee working more than eight (8) hour tours but less than twelve (12) hour tours shall be scheduled to work more than five (5) consecutive days. Employees scheduled more consecutive shifts than outlined above shall be paid double time (2X) for all subsequent consecutive shifts.
6. Employees working extended hours shall be scheduled at least twelve (12) hours between tours. Failure to comply with the above shall result in payment of double time (2X) for all hours worked within the twelve (12) hour period.

7. Employees working extended tours greater than ten (10) hours in duration shall not be scheduled less than two (2) consecutive days off at any one time and the Company will endeavour to schedule at least two (2) consecutive days off for employees working extended hours of a shorter duration.
8. Wherever In this Agreement a reference to leave is measured in days with the exception of bereavement leave wherein a day shall be deemed to be whatever hours the employee was scheduled to work, a day is understood to be 8 hours. Notwithstanding this, all absences from work shall be recorded in a manner that is reflective of the posted schedule.
9. (a) Paid holidays are understood to be eight (8) hours in length of the scheduled tour.
(b) When an employee works on a paid holiday, they shall be paid double time (2X) for all hours worked on the holiday In addition to the holiday pay outlined in (a) above.
10. For the purposes of this Article, a weekend shall be defined as 2400 hours Friday until 2400 hours Sunday.
11. Shift and Weekend Premiums shall apply as outlined in the Collective Agreement.
12. Overtime shall be paid at the rate of double time (2X) to employees for ail hours worked in excess of the scheduled hours.
13. Shift changes will only be allowed between shifts of the same duration.
14. Except as otherwise provided for this Article, this collective agreement shall apply.

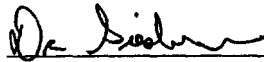
Signed this 16th day of May 2002 at Windsor Ontario.

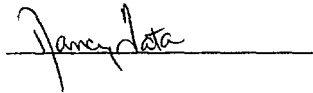
For the Employer





For the Union





Memorandum of Understanding

ENWIn Utilities Ltd.
(Hereafter known as the Employer)

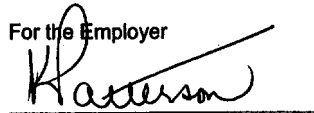
And

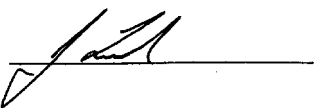
International Brotherhood of Electrical Workers Local 636
(Hereafter known as the Union)

1. In that the Province of Ontario may recognize the classifications in this Collective Agreement as Skilled Trades, the Parties hereby agree that Article **12.01** shall become null and void upon such recognition of any or all Apprenticeships.
2. At the point that the classifications are recognized as Skilled Trades, all Apprentices shall have their hours of work **from** the point their Apprenticeship began credited toward the achievement of the total hours required by the Province.
3. No employees **shall** have their rate of pay reduced as a result of such a calculation. However, **all** progressions from that point forward shall be contingent upon the Provincial requirements.
4. In any case where an employee was given advanced standing in recognition of related experience, the additional credit shall be considered under the direction of the Province.
5. For the purposes of Article 11, all references to **monthly/annual** progressions shall be pro-rated based on the "hours" requirements set out by the Province.

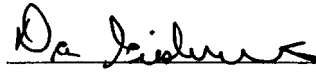
Signed this 16th day of May 2002 at Windsor Ontario.

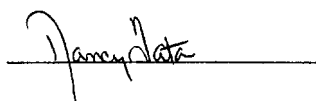
For the Employer





For the Union





Memorandum of Understanding

Between

ENWIN Utilities Ltd.
(Hereafter known as the Employer)

And

International Brotherhood of Electrical Workers Local 636
(Hereafter known as the Union)

In the matter of the ~~effective~~ date for the ~~vesting~~ of sick leave..

1. The parties hereby agree that the date, January 1, 1977 in Article **29** of the Collective Agreement should read January 1, 1979 only for employees who worked under the Office Collective Agreement as of December 31, 1999.
2. The parties hereby agree that the reference to 2080 hours In Article **29** of the Collective Agreement ~~should~~ read 260 days only for employees who worked under the Office Collective Agreement as of December 31, 1999.


Signed this 16th day of May 2002 at Windsor Ontario.

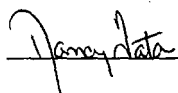
For the Employer





For the Union





Memorandum of Understanding

Between

ENWIN Utilities Ltd.
(Hereafter known as the Employer)

And

international Brotherhood of Electrical Workers Local 636
(Hereafter known as the Union)

In the matter of the settlement of the Union's grievance relating to the demutualization of the Sun Life Insurance Company and in recognition of the settlement of this contract.

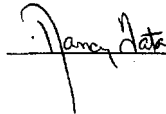
1. The Union agrees to withdraw its grievance relating to the demutualization of the Sun Life Insurance Company and render the Company harmless from any further action, complaint or remedy in this regard.
2. The Company agrees to provide the Union with a list of all active employees as of the date of demutualization and a sum equalling eleven hundred dollars (\$1,100.00) before statutory deductions to each employee on this list.
3. The Company agrees to provide a list of all active employees who held optional life insurance as of the date of the demutualization of the Sun Life Insurance Company and a sum equalling four hundred dollars (\$400.00) before statutory deductions to each employee on this list.
4. The Company agrees to provide the Union with a list of all active employees as of the date of demutualization and retired by the date of ratification a sum equalling three (\$300.00) hundred dollars before statutory deductions to each retiree on this list.
5. The Company agrees to provide the Union with a list of all active employees hired after the date of demutualization and still in the employ of the Company as of the date of ratification and a sum equalling two hundred and fifty dollars (\$250.00) before statutory deductions to each employee on this list.

Signed this 16th day of May 2002 at Windsor Ontario.

For the Employer



For the Union



Memorandum of Understanding

Between

EnWin Utilities
(Hereafter known as the Employer)

And

International Brotherhood of Electrical Workers Local 636
(Hereafter known as the Union)


PROCEDURE TO BE USED BY EMPLOYEES WHEN CRI PICKET LINES
TO CONDUCT BUSINESS

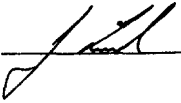
1. The employee **shall** call **his/her** Supervisor for instructions if the employee or Company are unaware that a **strike/lockout** has started and there is a need to conduct company business at that Company site.
2. If, as a result of step #1, or if the employee **is** aware that a **strike/lockout** has started and is required to cross the picket line, the **company employee** will:
 - (a) **contact** the picket captain.
 - (b) **identify him/herself as** an employee of the **company**.
 - (c) **Identify the** job to be done.
 - (d) estimate the length of time the job is expected to take until completion.
 - (e) **Identify** any health and safety concerns should the **job** not be completed in a timely manner.
 - (9)** assure the picket captain that no other work **will** be done at the company site.
3. If the picket captain allows passage:
 - (a) pass through the picket line as per instruction **from** the picket captain
 - (b) complete the task as expeditiously as possible
 - (c) leave the premises when the task is completed
 - (d) pass through the picket line as per instruction **from** the picket captain
 - (e) thank the picket captain for **his/her** cooperation

- 4. if the employee is verbally not allowed to pass through the picket line:
 - (a) re-state the purpose, assurances, of expeditious work and expeditious exit
- 5. If employees passage is refused and/or he/she feel his/her health and safety are threatened:
 - (a) contact your Supervisor for further direction
 - (b) employees should not attempt any crossings of the picket line without direction or assistance
- 6. Police assistance will be requested as required, or if the above procedures are not successful.

Signed this 16th day of May 2002 at Windsor Ontario.

For the Employer





For the Union

