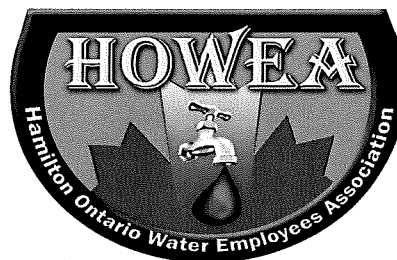




Hamilton



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF HAMILTON

AND

HAMILTON ONTARIO WATER EMPLOYEES ASSOCIATION

January 1, 2017 – December 31, 2020

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Public is in danger, or in circumstances where no qualified Employees are available.

- (g) **"Employee"** shall mean any employee who is a member of the Bargaining Unit and is employed by the Employer to work at the Facilities.
- (h) **"Employer"** shall mean the Corporation of the City of Hamilton.
- (i) **"ESA"** shall mean the *Employment Standards Act* (Ontario)
- (j) **"Excluded Employee"** shall mean any supervisor, person above the rank of supervisor, person employed in a confidential capacity with respect to labour relations, professional and graduate engineers, SCADA technologists, quality assurance and administrative personnel.
- (k) **"Facilities"** shall mean the water and wastewater treatment plants and Outstations owned by the Employer and operated by the Employer.
- (l) **"Labour Act"** shall mean the Labour Relations Act (Ontario).
- (m) **"Director of Labour Relations"** shall mean the person designated by the Employer with the overall responsibility for managing labour relations for the Employer, or his designate.
- (n) **"OMERS"** shall mean the Ontario Municipal Employees Retirement System.
- (o) **"OHSA"** shall mean the Occupational Health and Safety Act (Ontario).
- (p) **"OTAB"** shall mean the Ontario Training and Apprenticeship Board of Ontario.
- (q) **"Outstations"** shall mean the wastewater and leachate lift stations, combined sewer overflow tanks, communal well systems, water pumping stations and reservoirs.
- (r) **"Panel"** shall mean the Canadian Joint Grievance Panel established by the Employer and the Bargaining Unit for the purpose of resolving grievances.
- (s) **"Position"** shall include those positions set out in Schedule "A" attached hereto.

<OE 4 \$&1 &4 :-455 .385@71 43A 477.0.>345 8>6=13:40.>3 =4A4D51 0>
43 6=5>A11 .3 477.0.>3 0> 0-1 0437427 401

<@E 4 -9\$%2)\$ 4 :-455 6143 0-1 =12:>3 .7130./17 0> 0-1
42?4.3.3? 3.0\$ B-> -4: >912455 21:=>3:.D.5.0A />2 0-1 >=1240.>3:
437 64.30134381 >/ 0-1 48.5.0.1:\$ >2 -.: 71:?.3401

<9E 4 \$ 1- 12 4 :-455 D1 0-1 7401 >/ -.21 40 0-1 48.5.0.1: B.0-.3 0-1
42?4.3.3? 3.0

<BE 4 2 6 6 - 0 -8 - :4 :-455 -491 0-1 6143.3? :10 >@0 .3
20.851

<JE 4 2 6 6 2\$4 :-455 -491 0-1 6143.3? :10 >@0 .3 8-17@51 * *
-1210>

<AE 4 2 2 2- -,16 4 :-455 .385@71; 1B 142K: 4A\$ 46.5A 4A
>>7 2.74A\$ 4:012 >374A\$.80>2.4 4A\$ 43474 4A\$ @?@:0
.9.8 >5.74A\$ 4D>@2 4A\$ -43C:?.9.3? 4A\$ -2.:064: 4A\$
>J.3? 4A 437 :@8- >0-12 ->5.74A: 4: 64A D1 =2>854.617 DA 54B
437 218>?3.L17 DA 0-1 6=5>A12

<LE 4 \$ &4 :-455 -491 0-1 6143.3? :10 >@0 .3 180.>3

<44E 4 00-%1 21- 4 :-455 6143 0-1 46.50>3 3042.> '4012 6=5>A11:
::>8.40.>3

<DDE 4 %24 :-455 6143 0-1 '>2C=5481 4/10A 437 3:@24381 80
< 3042.>E

<88E 4 4 :-455 6143 0-1 '>2C=5481 4/10A 437 3:@24381 >427 >/
3042.>

-1 64:8@5.31 ?13712 :-455 .385@71 0-1 /16.3.31 ?13712\$ 437 9.81 912:4

3

-1 6=5>A12 218>?3.L1: 0-1 ::>8.40.>3 4: 0-1 1J85@:.91 D42?4.3.3?
4?130 />2 455 6=5>A11:\$ B-> 421 16=5>A17 DA 0-1 6=5>A12 40 0-1
48.5.0.1:\$:491 437 1J81=0 J85@717 6=5>A11:

@2.3? 0-1 126 >/ 0-.: ?2116130 ./0-1 6=5>A12 1:04D5.-:1: 43A
477.0.>345 >:.0.>3: 0-40 421 3>0 :=18./17 .3 8-17@51 * * D@0 B-.8-
>:.0.>3: 421 4==2>=2.401 />2 .385@:.>3 .3 8-17@51 * * 0-13 0-1 6=5>A12
4?211:;

<DE 180.>3 7>1: 3>0 4==5A 437 0-1 />55>B.3? .: :@D:0.0@017; >2 =4A
=@2=>:1:\$ 0-1 /.2:0 74A >/ 0-1 B11C />2 4 0B1591 < E ->@2 :-/0
8>661381: 40 = 6 >3 @374AM

<8E 180.>3 7>1: 3>0 4==5AM

<7E 180.>3 7>1: 3>0 4==5A 437 0-1 />55>B.3? .: :@D:0.0@017; -1
:0437427 B>2C.3? 74A: :-455 D1 0B1591 < E ->@2 :-/0: 4: 421
=21:1305A :8-17@517 >2 43A :@8- :8-17@51 4: 64A D1 4?2117 0> DA
0-1 =420.1:M

<1E 180.>3 .: 6>7./17 0> =2>9.71 0-40 >31 >/ 0-1 ./0113 < E 6.3@01
21:0 =12.>7: :-455 D1 @:17 0>B427 0-1 5@38- =12.>7M 437

</E -/0 :8-17@51: 0> D1 D4:17 >3 43 49124?1 >/ />20A < "E ->@2: =12
B11C

<?E -1 16=5>A12 4?211: 0> 7.:8@:: 0-1 6>91 0>B427 43 1F@45.L17 D.N
B11C5A =4A2>55 :A:016 -1 718.:>3 0> .6=516130 B.55 D1 2148-17
>35A 4/012 0-1 7104.5: >/ 0-1 942.>@: 8>3:1F@1381: -491 D113
1J=54.317 B.0- 0-1 3.>3 437 4?2117 0> >3 0-40 D4:..

6. OVERTIME COMPENSATION

>6=13:40.>3 40 0-1 2401 >/ 0.61 437 >31)-45/ < G E />2 0-1 /.2:0 />@2 < E
->@2: 437 7>@D51 0.61 < E 0-1214/012 >/ 0-1 0437427 401 =12 ->@2 4: :10
>/20- .3 8-17@51 * * >/ 0-: ?2116130 :-455 D1 =4.7 />2 455 B>2C
=12/>2617 .3 1J81:: >/ 1.?-0 <!E ->@2: =12 74A >2 .3 1J81:: >/ 0-1
0437427 >@2: >/>2C =12 B11C 4: >@05.317 .3 20.851 \$ =2>9.717 0-40
D>0- 74.5A 437 B11C5A >9120.61 :-455 3>0 D1 =4.7 />2 0-1 :461 ->@2:\$
1J81=0 0-40 >9120.61 8>6=13:40.>3 :-455 3>0 4==5A 0> :@8- ->@2: >/ B>2C
.3 1J81:: >/ 1.?-0 <!E ->@2: =12 74A 3181::04017 DA :-/0 8-43?1:\$ 437
=2>9.7.3? 0-40 6=5>A11: B>2C.3? >3 4 :-/0 :8-17@51 421 >|| 7@0A />2 4
=12.>7 >/ 3>0 51:: 0-43 1.?-0 <!E ->@2: D10B113 :-/0:

9120.61 :-455 D1 =4.7 40 0-1 2401 >/ 7>@D51 0.61 < E />2 455 ->@2: B>2C17
4/012 0B1591 < E 8>30.3@>@: ->@2: >/ B>2C

3 0-1 19130 43 6=5>A11 B-> .: 3>26455A 16=5>A17 >3 4 :1913 < E 74A
2>040.3? :-/0 :8-17@51 .: 21F@.217 0> B>2C >3 -: :8-17@517 74A >2 74A:
>||\$:491 437 1J81=0 4: >@05.317 .3 180.>3 \$ 0-1 16=5>A11 :-455 D1 =4.7
>/2 455 B>2C >3 0-1 /.2:0 :8-17@517 74A >|| 40 0.61 437 >31)-45/ < G E />2
0-1 /.2:0 />@2 < E ->@2:\$ 437 7>@D51 0.61 < E 0-1214/012 437 />2 455 B>2C
=12/>2617 >3 0-1 :18>37 437 0-.27 :@881::91 :8-17@517 74A >||<:E

of the section in which the Employee works. All Lieu time utilized or paid out shall be at the Employee's current rate.

7. SHIFT CHANGE

7.1 Where Employees have mutually agreed to a shift change or to substitute for a period of time off, such changes shall be subject to the Employees concerned giving proper notification and subject to the approval of the Project Manager.

8. ANNUAL VACATIONS

8.1 An Employee shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to his aggregated credited service as follows: Vacation with pay as shown in Column II during the calendar year in which the Employee completes the years of service in Column I. Vacation in the current year is earned monthly at the rate of one twelfth (1/12) per month (or part thereof) of the Employee's entitlement as indicated in Column II.

| COLUMN I
YEARS OF SERVICE | COLUMN II
VACATION WITH PAY |
|------------------------------|---|
| Less than 1 year | .83 days per full month of service or 4% of annual gross earnings, whichever is greater |
| 1 year | 2 weeks |
| 3 years | 3 weeks |
| 6 years | 4 weeks |
| 9 years | 4 weeks and 2 days |
| 13 years | 5 weeks |
| 16 years | 5 weeks and 2 days |
| 18 years | 5 weeks and 3 days |
| 19 years | 6 weeks |
| 20 years | 6 weeks and 1 day |
| 23 years | 6 weeks and 2 days |
| 26 years | 7 weeks |
| 30 years | 8 weeks |

8.2 Notwithstanding the schedule of entitlement leave set out in Section 8.1, an Employee who has been granted and has taken vacation leave and terminates his employment with the Employer before earning his vacation entitlement shall have the unearned portion of vacation leave deducted from his termination pay.

! 4840.>3 =4A />2 ->@25A =4.7 6=5>A11: :-455 D1 8458@54017 .3 488>274381
B.0- 0-1

! -1 94840.>3 =12.>7 :-455 8>661381 /2>6 437 .385@71 I43@42A 437
8>30.3@1 0> 437 .385@71 1816D12 >/ 0-1 :461 84513742 A142 >
6=5>A11 -4: 0-1 2.?>0 0> 8422A />2B427 455 >2 43A =420 >/ 4 94840.>3
130.0516130 /2>6 >31 94840.>3 =12.>7 0> 43>0-12 1J81=0 B.0- 0-1 B2.0013
4==2>945 >/ 0-1 2>H180 434?12 3A :@8- 4==2>917 94840.>3 8422A)>912
6@:0 D1 @:17 DA 0-1 6=5>A11 D1/>21 428- >/ 0-1 />55>B.3? A142

<4E 6=5>A11: :-455 D1 455>B17 0> 04C1 4: 94840.>3 B.0- =4A 0-1.2
142317 130.0516130 40 0-1 0.61 :@8- 94840.>3 .: :8-17@517 437 @= 0>
0B> < E 477.0.>345 B11C:

<DE 6=5>A11: B-> 04C1 94840.>3 B.0->@0 =4A B.55 D1 =4.7 4: 0-1
488@6@54017 0.61 .: 142317 .3 488>274381 B.0- 180.>3 !
@0:0437.3? =4A6130: >B17 0> 0-1 6=5>A11 B.55 D1 6471 =2.>2 0>
0-1 6=5>A12 218>@=.3? 0-1 0B> < E B11C: 4794381 21/12217 0> .3
180.>3 ! <4E -.: 0B> < E B11C: 4794381 6@:0 D1 218>@=17 DA
0-1 6=5>A12 3>0 54012 0-43 1816D12 >/ 0-40 A142 >2 40 0-1 0.61
0-1 6=5>A11K: :129.81 B.0- 0-1 6=5>A12 .: 0126.34017

<8E -1 0>045 94840.>3 0.61 04C13 :-455 3>0 1J8117 0-1 6=5>A11K:
130.0516130 4: .37.84017 .3 >5@63 >/ 180.>3 !

! '-13 4 040@0>2A >5.74A /455: >3 4 74A >/ :8-17@517 94840.>3\$ 43
6=5>A11 64A\$ @=>3 21F@1:0\$ -491 0-1 74A 47717 0> 0-40 94840.>3 =12.>7
0 :-455 D1 .3 0-1 7.:8210.>3 >/ 0-1 6=5>A11 0> =5481 0-1 1J024 74A
.6617.4015A =21817.3? >2 .6617.4015A />55>B.3? 0-1 94840.>3 =12.>7\$
=2>9.717 0-40 .0 7>1: 3>0 .3012/121 B.0- 0-1 1//.8.130 >=1240.>3 >/ 0-1
6=5>A12K: D@:.31:: >2 7.:2@=0 0-1 94840.>3 =12.>7 :8-17@517 />2 >0-12
6=5>A11:

! 6=5>A11: :-455\$ B-13 =2480.84D51\$ D1 ?243017 0-1 94840.>3 =12.>7
=21/12217 DA 0-1 6=5>A11 4840.>3: :-455 D1 >3 4 2>040.3? D4:.\$
13.>2.0A D1.3? 0-1 ?>9123.3? /480>2 .3 0-1 :15180.>3 >/ 0-1 /.2:0 0B> < E
B11C: 130.0516130 .3 148- 84513742 A142 6=5>A11: :-455 D1 455>B17 0>
6@0@455A 1J8-43?1 94840.>3 =12.>7: ./ 0-1 6@0@45 1J8-43?1 .: .3 B2.0.3?\$
=2>9.717;

<4E -40 :@8- 1J8-43?1 <1J81=0 .3 1612?138A .:0@40.>3:E .: 6471
B.0-3 >31 < E 6>30- >/ 0-1 04C.3? >/ :@8- 94840.>3M 437 0-40 :@8-
1J8-43?1 7>1: 3>0 .6=4.2 0-1 1//.8.138A >/ 0-1 >=1240.>3: >/ 0-1
6=5>A12

<DE 6=5>A11: 64A 21F@1:0 0> 21:8-17@51 94840.>3 .30> >=13 94840.>3
:=>0:\$ =2>9.717 0-40 0-1 21F@1:0 :: 6471 B.0-.3 >31 < E 6>30- >/
04C.3? :@8- 94840.>3 437 0-1 21:8-17@5.3? 7>1: 3>0 .6=4.2 0-1
1//.8.138A >/ 0-1 >=1240.>3: >/ 0-1 6=5>A12

4840.>3 :8-17@51: :-455 D1 42243?17 437 =>:017 DA 428- 0.3 43A
A142 4840.>3: :-455 8>661381 40 0-1 D1?.33.3? >/ 4 84513742 B11C
@351:: 0-1 716437: >/ 0-1 >=1240.>3 >/ B>2C >/ 0-1 6=5>A12 64C1 0-:
.6=>::D51 -1 =2>817@21: 21?427.3? 94840.>3 :8-17@5.3? B.55 455>B />2
94840.>3: 0> D1 04C13 >3 43A :-/0 43 6=5>A11 B>2C: 240-12 0-43 D1.3?
5.6.017 :>515A 0> 74A:

! '-121 43 6=5>A11 B-> :: 130.0517 0> :->20 0126 7.:4D.5.0A D131/0: :: >3
94840.>3 437 ::;

<4E >:=.045.L17M >2

<DE >39451:8.3? />55>B.3? ->:=.045.L40.>3M >2

<8E 3 ->61 8421 =21:82.D17 DA 0-1 6=5>A11K: =-A.:8.43 />55>B.3?
->:=.045.L40.>3 < 2?43.L17 >61 421 2>?246 .3 3042.>
218>?3.L17 DA E\$

0-121 :-455 D1 3> 717@80.>3 /2>6 94840.>3 8217.0: />2 :@8- 4D:1381 -1
=12.>7 >/ 94840.>3 :> 7.:54817 :-455 1.0-12 D1 47717 0> 0-1 94840.>3
=12.>7 >2 21.3:04017 40 4 54012 7401 @8- 7401 >2 7401: 421 0> D1 6@0@455A
4?2117 @=>3 DA 0-1 6=5>A11 437 0-1 2>H180 434?12 3 6=5>A11 B.55
D1 21F@.217 0> :@D6.0 4 8120./8401 /2>6 4 F@45./17 617.845 7>80>2
8>3/.26.3? 0-1 214:>3: />2 -.: 4D:1381 .3 >2712 0> F@45./A @3712 0-:
:180.>3

!! '-121 43 6=5>A11 :: >3 94840.>3 437 :: 130.0517 0> D1214916130 51491
@3712 0-1 0126: >/ 180.>3 \$ 0-121 :-455 D1 3> 717@80.>3 /2>6 94840.>3
8217.0: />2 :@8- 4D:1381 -1 =12.>7 >/ 94840.>3 :> 7.:54817 :-455 1.0-12
D1 47717 0> 0-1 94840.>3 =12.>7 >2 21.3:04017 40 4 54012 7401 @8- 7401 >2
7401: 421 0> D1 6@0@455A 4?2117 @=>3 DA 0-1 6=5>A11 437 0-1 2>H180
434?12

! 55 6=5>A11: B-> -491 D113 16=5>A17 />2 >31 < E A142 >2 6>21 DA
I43@42A 0>/ 0-1 94840.>3 A142 :-455 D1 130.0517 0> 0B> < E B11C: >/
94840.>3 7@2.3? 0-1 =2.61 :@6612 6>30-: >/ I@31\$ I@5A 437 @?@:0
->.81 >/ 94840.>3 =12.>7 :-455 D1 >3 4 2>040.3? D4.:\$ B-.8- :-455 D1 43
1J013.:>3 >/ 0-1 1J.:0.3? 2>040.>3 :8-17@51 >2 0-1 =@2=>:1: >/ 0-:
:180.>3\$ 0-1 =2.61 0.61 =12.>7 :-455 D1 71/.317 4: 8>66138.3? B.0- 0-1
/2:0 /@55 B11C >/ I@31 0-2>@?- 437 .385@7.3? 0-1 54:0 /@55 B11C >/ @?@:0 >/
0-1 94840.>3 A142

/ 4/012 455 94840.>3: -491 D113 :8-17@517 .3 0-1 =2.61 0.61 =12.>7\$ 0-121
421 :0.55 >=13.3?: .3 :@8- =12.>7\$ 6=5>A11: B.0- 130.0516130 .3 1J81:: >/
0B> < E B11C: B.55 D1 ?.913 0-1 >==>20@3.0A 0> :8-17@51 477.0.>345 94840.>3
.3 0-.: =12.>7 >3 0-1 :461 2>040.3? D4::

! " 55 94840.>3: ?243017 .3 43A A142 :-455 D1 710126.317 >3 0-1 D4:: >/ 0-1
4??21?4017 8217.017 :129.81 >/ 0-1 6=5>A11 437 :@8- :129.81 .: 0>
.385@71 43A =12.>7 >2 =12.>7: >/ =4.7 4D:1381 7@1 0> :.8C31:: \$ 488.7130
B-.51 >3 7@0A >2 51491 >/ 4D:1381 />2 ::>8.40.>3 D@.:31:: 55 >0-12
=12.>7: >/ 4D:1381\$ >0-12 0-43 0->:1 3>017 4D>91\$ B.55 217@81 43
6=5>A11K: 94840.>3 130.0516130 .3 0-1 :461 =2>=>20.>3 4: 0-1 /480>2 DA
B-.8- 0-1 =12.>7 >/ 4D:1381 215401: 0> 0-1 /@55 84513742 A142

! ->@57 43 6=5>A11 7.1\$ 43A @3=4.7 94840.>3 6>31A B.55 D1 =4.7 0> 0-1
1:0401 >/ 0-1 71814:17 6=5>A11

! >2 6=5>A11: B>2C.3? >3 0B1591 < E ->@2 :-. /0:\$ 20.851 ! >/ 0-.:
?2116130 .: 6>7./ .17 4: />55>B.;

<4E 180.>3 ! .: 6>7./ .17 DA :@D:0.0@0.3? 0-1 />55>B.3? />2 >5@63:
437 M

1:: 0-43 A142

A142
A142:
A142:
A142:
A142:
A142:
! A142:
A142:
" A142:
A142:
A142:
" A142:

->@2: =12 /@55 6>30- >/ :129.81 >2
Q >/ 433@45 ?2>.: 1423.3?:\$
B-.8-1912 .: ?214012
!" ->@2:
" ->@2:
" ->@2:
->@2:
"" ->@2:
->@2:
->@2:
" ->@2:
! ->@2:
->@2:
!" ->@2:
" ->@2:

<DE 180.>3 ! 4==5.1:\$ 1J81=0 0-40 6=5>A11: >3 0B1591 < E ->@2
:- /0: 421 3>0 5.6.017 0> 94840.>3: 8>66138.3? 40 0-1 D1?.33.3? >/ 4
84513742 B11CM 437

<8E 180.>3 ! 4==5.1:\$ 1J81=0 0-40 />2 6=5>A11: >3 0B1591 < E ->@2
:- /0: 0-1 =-24:1 *:-455 D1 130.0517 0> 0B> < E B11C: >/ 94840.>3*

shall be modified to read "shall be entitled up to eighty (80) hours of vacation".

- 8.13 After the vacation schedule has been approved by the Employer in each year and in an instance where the Employer has requested the Employee not to take scheduled vacation, the Employer agrees not to force such Employee to take vacation at a time not agreeable to such Employee. In such case the Employee may carryover such unallowed vacation to the following year, which shall be used prior to March 31 of the following year.
- 8.14 The Association and the Employer agree that vacation is intended to provide Employees with paid time away from work and is not intended to be for purposes of financial gain to Employees.
- 8.15 An Employee's scheduled vacation commences at the regular start time and ends at the conclusion of the regular scheduled shift working hours for each block of vacation time taken as per the Shift Schedules listed in the CBA Schedule "B". Based on the forgoing, it is understood that Employee eligibility for overtime opportunities continues up to the point the vacation starts and resumes immediately after the Employees vacation concludes.

9. STATUTORY HOLIDAYS

- 9.1 (a) For Statutory Holidays each Employee shall receive eight (8) hours of pay at his Standard Rate.
- (b) Each Employee shall be entitled to two (2) days with pay each year to be known as a "Floating Holiday". These days are to be taken at a time mutually agreeable to the Employee and the Project Manager. These Floating Holidays, may not be carried forward from one year to the next.

Employees starting on or before October 15 of any year shall be entitled to such Floating Holiday described above in that year.

- 9.2 All Employees required to perform work on a seven (7) day week shift basis shall be entitled to an additional day's pay should any designated Statutory Holiday fall on his scheduled day off.
- 9.3 Employees required to perform work on any of these Statutory Holidays shall, in addition to the remuneration as outlined in Section 9.1, be paid at time and one half (1 1/2) of the Standard Rate for his Position for the first four (4) hours and two (2) times the Standard Rate for any hours worked following the first four (4) hours with a guaranteed minimum of four (4) hours of work.

- 9.4 Employees who work on Statutory Holidays as established in this Agreement and who regularly work a seven (7) day work week, will have the option of taking days off to correspond to the number of days so worked up to a maximum of five (5) days in any calendar year. In such cases, payment will be made at the rate of time and one half (1 1/2) based on the Standard Rates for his Position for the first four (4) hours and two (2) times the Standard Rate for any hours worked following the first four (4) hours with a guaranteed minimum of four (4) hours of work and payment which would otherwise be made for the Statutory Holiday will be held for payment when the day off is scheduled.

The days off will be scheduled with the approval of the supervisor and are to be taken at some time after the Statutory Holiday has been worked. These arrangements shall apply to not more than the first five (5) Statutory Holidays worked in any year (commencing with and including January 1) as may accrue to each Employee. No more than two (2) banked Statutory Holidays may be carried forward from one year to the next. Employees who wish to take advantage of this option for the current year will advise the Employer during the month of November of each year to apply for the following year.

Each Employee shall be entitled to carry over two (2) Statutory Holidays, work and bank, up to April 1st of the year following that in which they are earned. For the purpose of this section, a Statutory Holiday must be banked in its entirety.

Employees who wish to take advantage of this carry-over option will advise the Employer during the month of November of each year to apply for the following year.

- 9.5 An Employee shall not be paid for any Statutory Holiday:
- (a) if he does not work on such Statutory Holiday without good cause when he has been scheduled to do so, or
 - (b) if he has been absent without good cause on the scheduled working day immediately preceding or succeeding such Statutory Holiday, and

the Employer shall determine whether there has been good cause for such absence, subject to the limitation that Statutory Holiday pay shall not be unjustly withheld.

- 9.6 Notwithstanding the provisions of this Article, where any Statutory Holiday described in Section 9.1 falls on a Saturday or Sunday and is not proclaimed as being observed on another day, the immediately preceding

or injury. This extension of time does not apply when a clearance to return to work is involved.

- 10.8 The carrier of the benefit plans listed in Schedules "D", "E", "F" and "G" shall be the administrator of all claims for benefits and shall bear all liability with respect to claims under these policies. Any claims assisting denial of benefits or otherwise challenging any aspect of benefit entitlement or administration shall not be subject to the grievance procedure set forth herein.
- (a) Any dispute over the payment of benefits shall be adjusted between the Employee and the Employer's insurance company.
 - (b) The Employer will use its best efforts to assist the Employee in dealing with the Employer's insurance company and agrees to provide all documentation and consultation when requested by the Employee or by the Employee and the Association.
 - (c) The Employer agrees that the Employee and an Association representative, if the Employee so chooses, may deal directly with the Employer's insurance company regarding any dispute over payment of benefits.
- 10.9 The Association agrees that the Employer may allocate the unemployment insurance premium rebate received for each Employee towards the annual cost of benefit plans.
- 10.10 The normal date of retirement for Employees shall be the first day of the month following that in which the Employee attains his sixty-fifth (65th) birthday.
- 10.11 The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Association prior to change.
- 10.12 The Employer agrees to pay full coverage for all Employee benefit plans for those Employees laid off for a period of up to six (6) months. Employee benefit plans shall mean dental, extended medical, prescription drug, and group life.
- 10.13 Whenever an Employee recovers from a third party, any amount claimed for loss of wages or sick leave, he shall repay to the Employer forthwith the amount of all monies paid to him by the Employer, in respect of the period for which such amount is recovered from the third party, provided that the amount to be repaid to the Employer shall not exceed the amount

recovered from the third party. In the event the Employee repays to the Employer the amount of sick leave paid, the attendance record shall be altered in the following manner:

- (a) The number of occasions recorded for this absence shall be removed;
- (b) The absence shall be amended to appear as an authorized leave of absence; and
- (c) Vacation entitlement shall not be altered by this amendment.

10.14 The following benefits will be available to any Employee retiring under OMERS, at no cost to the Employee, if he retires with an OMERS pension provided he has a minimum of ten (10) years continuous employment with the Employer at the time of retirement:

Extended Health Care Plan - Schedule "E"

Dental Care Plan - Schedule "F"

Life Insurance (two (2) times the annual basic earnings (base salary/wage rate) of the Employee at time of retirement rounded to the nearest one thousand (\$1,000) dollars if not already a multiple thereof - Schedule "D").

The following conditions apply:

- (a) The above benefit coverage terminates on the last day of the month in which the Employee attains age sixty-five (65), or in which his death occurs;
- (b) The above benefit coverage will only be available to retirees if benefit coverage is not available through other means (i.e., other employment or spousal coverage); and
- (c) Any other conditions in the applicable plans or legislation.

10.15 Subject to future amendments to the Ontario Human Rights Code, the following provisions regarding benefits will apply to employees who work after having attained the age of 65:

- (a) Full time employees who would otherwise qualify for full benefits will receive:

<.E .3 21:=180 >/ 43A 21?@542 8>302.D@0.>3: 0-40 0-1
16=5>A11 .: =126.0017 >2 21F@.217 0> 64C1 437 7>1: 64C1\$
0-1 16=5>A12P: 8>221:=>37.3? 8>302.D@0.>3M

<..E :@DH180 0> =424?24=- <8E\$ =21:82.=0.>3 72@? D131/.0: />2 72@?:
>0-12 0-43 0->:1 >27.342.5A 8>91217 DA 0-1 3042.> 2@?
131/.0 543 >2 43A :@881::>2 0-1210>M

<...E J013717 1450- 131/.0: <>0-12 0-43 />2 =21:82.=0.>3 72@?:E\$
13045 421 131/.0: 437 D131/.0:M 437

<.9E 4 3>3)04J4D51 7140- D131/.0 .3 0-1 46>@30 >/ O "\$"" ""\$
=4A4D51 0> 0-1 16=5>A11P: 1:0401 >2 71.:?3401 .3 0-1 19130
0-1 16=5>A11 7.1: =2.>2 0> 0126.340.>3 >2 210.216130

<DE @55 0.61 16=5>A11: B-> B>@57 >0-12B.:1 F@45./A />2 /@55 D131/.0:
B.55 3>0 2181.91;

<.E >0-12 0-43 0-1 4D>91)6130.>317 437 7140- D131/.0:\$
43A />26 >/ 5./1\$ 7.:616D126130 >2 7.:4D.5.0A .3:@24381 0-40
B>@57 >0-12B.:1 D1 =2>9.717 >2 6471 494.54D51\$.385@7.3?\$
B.0->@0 5.6.040.>3\$ >3? 126 .:4D.5.0A D131/.0:\$ 4.:8 ./1
3:@24381\$ =0.>345 ./1 3:@24381\$ 1=137430:P ./1
3:@24381 437 88.713045 140- 437 .:616D126130
D131/.0:M 437

<..E :@DH180 0> =424?24=- <8E\$ =21:82.=0.>3 72@? D131/.0: />2 72@?:
>27.342.5A 8>91217 DA 0-1 3042.> 2@? 131/.0 543 >2 43A
:@881::>2 0-1210>

<8E 3 0-1 19130 0-40 0-1 3042.> 2@? 131/.0 543 >2 43A :@881::>2
0-1210> .: 4613717 :@8- 0-40 /@55 0.61 16=5>A11: B-> -491
4004.317 0-1 4?1 >/ 421\$ >2 64A D18>61 .315.?.D51\$ 0> 2181.91
=21:82.=0.>3 72@? D131/.0: @3712 0-40 543 .3 81204.3 8.28@6:04381:\$
0-1 16=5>A12 437 0-1 @3.>3 B.55 8>3.:712 B-10-12 .0 .: 3181.:42A >2
4==2>=2.401 0> 46137 0-1 =2>9.:>3: >/ 854@:1: <4E<..E 437 <DE<..E\$
437 ./ :>\$ 0-1A B.55 31?>0.401 450123401 =2>9.:>3: 21:=180.3?
=21:82.=0.>3 72@? D131/.0: 0-40 7> 3>0 21:@50 .3 4 ?214012 >912455 8>:0
0> 0-1 16=5>A12 0-43 B>@57 -491 D113 .38@2217 .3 0-1 4D:1381 >/
:@8- 461376130:

.38@2217 DA 0-1 6=5>A11 4: 4 21:@50 >/ :129.3? 4: 4 H@2>2\$:-455 D1 =4.7 0>
0-1 214:@212 >/0-1 6=5>A12 >3 2181.=0 0-121>/ DA :@8- 6=5>A11 -1
6=5>A11 4?211: 0> 8>=>12401 B.0- 0-1 6=5>A12 437 0> :11C 1J8@:45
/2>6 H@2A 7@0A\$ B-121 0-1 6=5>A12 -4: 43 >=1240.>345 8>6=5.840.>3 >/
?2430.3? 0.61 >///>2 H@2A 7@0A

! -1 6=5>A12 B.55 ?2430 51491 >/ 4D:1381 0> 6=5>A11: B-> 421
8437.7401: .3/171245\$ =2>9.38.45 >2 6@3.8.=45 15180.>3:

-1 6=5>A12 B.55 ?2430 51491 >/ 4D:1381 B.0->@0 5>:: >/ 13.>2.0A 0> 43
6=5>A11 :1518017 />2 4/@55 0.61 =>.:0.>3 B.0- 0-1 ::>8.40.>3 >2 1518017
0> =@D5.8 >///.81 />2 4 =12.>7 >/ >31 < E A142\$ 437 ./ 1518017 0> =>5.0.845 >///.81\$
/>2 4 =12.>7 >/>@2 < E A142:\$:@DH180 0> 43 433@45 4==5.840.>3 />2 :@8-
51491 437 0-1 8>30.3@17 ->57.3? >/ :@8- =>5.0.845 >///.81

" 6=5>A11: B-> 421 1518017 >2 4==>.3017 0> 0-1 4D>@2) 434?16130
>66.0011\$ =2>9.717 0-1 6=5>A12 -4: D113 3>0./17 .3 B2.0.3? >/ :@8-
15180.>3 >2 4==>.306130\$:-455 :@//12 3> 5>:: >/ =4A />2 0-1 4001374381 40
43A 6110.3? >/0-1 4D>@2) 434?16130 >66.0011 -1 6=5>A11 8-4.2
:-455 D1 130.0517 0> >31 < E ->@2 >/ =21=4240.>3 0.61 7@2.3? 21?@542 ->@2: 0>
=21=421 />2 :@8- 6110.3?:

3 6=5>A11 B-> .: ?243017 4 =12:>345 51491 >/ 4D:1381 B.0->@0 =4A >/
>31 < E 6>30- >2 5>3?12 :-455 =4A 0-1 /@55 8>:0 >/ 494.54D51 D131/.0: 7@2.3?
:@8- 51491 129.81 437 13.>2.0A :-455 3>0 488@6@5401 7@2.3? :@8- 51491
12:>345 51491: >/ 4D:1381 :-455 D1 4==2>917 40 0-1 :>51 7.:8210.>3 >/0-1
6=5>A12\$ B-.8- 4==2>945 :-455 3>0 D1 @3214:>34D5A B.0--157

40123.0AG 40123.0A 1491\$ 612?138A 1491 437 >6=4::>3401 421
1491 :-455 D1 ?243017 >3 0-1 8>37.0.>3: 4: :10 >@0 .3 0-1

>2 6=5>A11: B>2C.3? >3 0B1591 < E ->@2 :-./0:\$ 180.>3 <DE .:
6>7./17 DA :@D:0.0@0.3? 0-1 />55>B.3?; 4A />2 D1214916130 :-455 D1 0B1591
< E ->@2: 0.61: 0-1 0437427 401 >/ =4A />2 148- 74A 04C13\$./0-1
6=5>A11 B>2C17 D>0- 0-1 54:0 :8-17@517 74A >/0-1 :-./0 D1/>21 437 0-1
/2:0 4/012 D1214916130

In the event an Employee is returned to his former Position, the vacancy shall be refilled from the original posting as per Section 12.2.

An Employee temporarily transferred to any position outside the Bargaining Unit will accumulate Seniority for the first four (4) months of such appointment after the transfer date and shall thereafter lose his Seniority, unless the Employee is returned to the Bargaining Unit or the Employer and the Association mutually agree otherwise.

12.4 In the matter of a reduction in force the following shall apply:

- (a) The junior Employee(s) in the Position(s) no longer required shall be given not less than seven (7) calendar days' notice of lay-off.
- (b) Within three (3) calendar days of such notice such Employee(s) shall inform the Employer on a form provided by the Employer the area in which they wish to bump subject to the following criteria:
 - (i) the Employee to be bumped has less Seniority and occupies a Position equivalent to, or lesser than the Employee;
 - (ii) the Employee to be bumped is the junior Employee in that Position; and
 - (iii) the Employee has the knowledge, ability and applicable license or certificate to do the job.

An Employee who fails to provide such notice shall be deemed to have waived his right to exercise his Seniority and shall be laid off.

Notification to those Employees in Section 12.4 (a) above serves as the start of notice of lay-off to all those subsequently affected and is credited towards any notice requirements of the ESA.

- (c) The Employee(s) bumped per Section 12.4 (b) above shall have the same options as Employees in (b) above. Such process shall continue until there are no Employee(s) left to bump.

12.5 Employees laid off shall be recalled to work by Seniority provided they have the knowledge, ability and appropriate certification to do the work available.

12.6 Temporary Positions

- (a) An Employee may fill a temporary position created as a result of one of the following conditions:

- (h) Temporary positions filled as a result of vacancies may be awarded to external hires in the event no qualified regular Employee is awarded the position.

Note: The foregoing two (2) paragraphs apply only to bargaining unit vacancies.

- 12.7 The Employer agrees that within a period of thirty (30) calendar days of the posting by it of a new Position, a job description for the said Position is to be delivered to the Association and which job description shall form and shall be deemed to form a part of this Agreement unless the Association objects to any or all of the said job descriptions within a period of sixty (60) calendar days after receipt thereof. In the event there is an objection, said objection is subject to the provisions of Articles 16 and 17 of this Agreement, except that it is to be processed commencing with Step Two of the grievance procedure set forth under Article 16.
- 12.8 Any Position set forth under Schedule "A" to this Agreement that is altered or varied by the Employer is subject to the provisions of Articles 16 and 17 of this Agreement.

13. CALL OUT TIME

- 13.1 (a) An Employee who has been requested to report for work on a nonscheduled working day by an authorized official of the Employer shall be guaranteed a minimum of four (4) hours of work.
- (b) Call-ins requiring telephone consultations only shall be paid two (2) hours at his Standard Rate.
- 13.2 (a) The Employer may provide a cellular device or paging system to call in Employees working in the following Positions, for the purpose of emergency repairs only:

Maintenance Electrician
Millwright
Instrument and Control Technician

Employees holding such Positions and participating in the paging system shall be available for call-in from 5:00 p.m. to 7:30 a.m., Monday to Friday, and twenty-four (24) hours for Saturday, Sunday and Statutory Holidays and shall be paid \$2.00 per hour while on stand-by.

- (b) The Employer shall pay any paging system Employee called in, a minimum of four (4) hours pay at applicable overtime rates. In the event such Employee is called in at anytime four (4) hours before

8>6613816130 >/ -.: 21?@542 :-/0\$ -1 :-455 B>2C 0-1 />@2 < E ->@2:
>2 =420 ->@2: .3 477.0.>3 0> -.: 21?@542 :-/0\$

<8E >0B.0-:0437.3? 0-1 =2>9.:>3: >/ 180.>3 <DE\$:->@57
:@D:1F@130 8455).3: >88@2 B.0-.3 0-1 .3.0.45 />@2 < E ->@2 8455).3
=12.>7\$ B-.8- 421 7.21805A 2154017 0> 0-1 .3.0.45 8455).3\$:@8-
:@D:1F@130 8455).3: :-455 D1 711617 0> D1 =420 >/ 0-1 .3.0.45 8455).3
437 0-1 6=5>A11 :-455 D1 =4.7 />2 >35A >31 < E 8455).3

<7E 3>0B.0-:0437.3? 0-1 =2>9.:>3: >/ 180.>3 <DE\$:->@57 8455).3:
21:@50 .3 0-1 16=5>A11 B>2C.3? 43A ->@2: D10B113 6.73.?-0 437
" ""-2:\$ 0-1 16=5>A11 B.55 -491 0-1 >=0.>3 0> 45012 0-1 :0420 0.61 >/
0-1.2 :8-17@517 :-/0 0-40 74A\$ @= 0> 0B> < E ->@2:\$:@8- 0-40 0-1
16=5>A11 843 B>2C 0-1 /@55 7@240.>3 >/ 0-1.2 :-/0 437 8>@57
8>661381 0-1 :-/0 4: 5401 4: 0B> < E ->@2: =4:0 0-1.2 :8-17@517
:0420 0.61

<1E 5.?.D51 6=5>A11: B.-:3? 0> =420.8.=401 .3 0-1 =4?12 :A:016 :-455
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A142 0> 4==5A />2 0-1 />55>B.3? A142 >2 I@31 >/ 0-1 8@22130 A142
1B 6=5>A11: B-> :042017 16=5>A6130 4/012 1816D12 >2
I@31 843 4==5A 0> =420.8.=401 .3 0-1 =4?12 :A:016 4/012 8>6=510.>3
>/ =2>D40.>3 2>040.3? :8-17@51 :-455 D1 =>:017 DA I43@42A >2
I@5A >/ 148- A142 />2 0->:1 6=5>A11: 04C.3? =420 437 13.>2.0A
:-455 D1 0-1 ?>9123.3? /480>2 .3 0-1 /.2:0 .3:04381 >35A

</E -1 6=5>A12 21:1291: 0-1 2.?-0 0> :@:=137 0-1 @:1 >/ 0-1 =4?12
:A:016 40 43A 0.61

;3

<4E 6=5>A11: B.0- 51:: 0-43 >31 -@37217)0B130A < "E B>2C.3? 74AK:
:129.81 :-455 D1 8>3:.71217 =2>D40.>342A 6=5>A11: 437 B.55 -491
3> 13.>2.0A 2.?-0: >0B.0-:0437.3? 43A0-.3? 0> 0-1 8>30242A
8>304.317 .3 0-.: ?2116130\$ 0-1 6=5>A12 :-455 -491 0-1 1J85@:.91
2.?-0 0> 7.:8-42?1 6=5>A11: B.0-.3 0-1 /.2:0 >31 -@37217)0B130A
< "E B>2C.3? 74A: >/ 0-1.2 16=5>A6130 />2 43A 214:>3 @8-
7.:8-42?1 64A 3>0 D18>61 0-1 :@DH180 >/ 43A ?2.194381 @3712 0-1
=2>9.:>3: >/ 0-.: ?2116130

<DE =>3 >D04.3.3? 13.>2.0A\$ 0-1 6=5>A11 :-455 D1 ?.913 4 8>=A >/
0-.: ?2116130 437 455 D131/.0 =543: : B155\$ 0-1 6=5>A11 :-455
D1 ?.913 >31 -45/ < G E ->@2 =4.7 B>2C.3? 0.61 0> 6110 B.0- -.:
::>8.40.>3 :01B427 @8- 6110.3? :-455 D1 21F@1:017 DA 0-1

:180.>3\$ 43 6=5>A11 :-455 3>0 D1 8>3:71217 0> D1 .3 2181.=0 >/ =4A
B-13 -1 2181.91: :->20 0126 7.:4D.5.0A\$ 5>3? 0126 7.:4D.5.0A\$ ' >2
94840.>3 =4A

<3

3 0-1 19130 43 6=5>A11 .. 7.:8-42?17 DA 0-1 6=5>A12 -1 :-455 D1
3>0./17\$.3 B2.0.3?\$ 4: 0> 0-1 214:>3 />2 :@8- 7.:8-42?1 B.0-.3 />@20113 < E
84513742 74A: >/ 0-1 >884.:>3 ?9.3? 2.:1 0> 0-1 7.:8-42?1

3 6=5>A11 B-> -4: D113 B42317 >2 :@:=13717 />2 214:>3: >0-12 0-43
.221?@542 4001374381 437 B-> 64.304.3: 4 85142 218>27 />2 4 =12.>7 >/
1.?-0113 <!E 6>30-: />55>B.3? -: 54:0 B423.3? >2 :@:=13.:>3 :-455 -491
-.: 218>27 8514217 40 0-1 137 >/ :@8- =12.>7 4: .0 4==5.1: 0> B423.3?: 437
:@:=13.:>3: 84@:17 DA >0-12 0-43 .221?@542 4001374381

'-131912 43 .38.7130 >88@2:\$ B-.8- 21:@50: .3 4 7.:8.=5.342A 3>040.>3 D1.3?
6471 .3 43 6=5>A11K: 218>27\$ 0-1 6=5>A11 :-455 2181.91 4 B2.0013 8>=A
>/ :@8- 21=>20

3 6=5>A11 B-> .. B42317 >2 :@:=13717 </>2 214:>3: >0-12 0-43
.221?@542 4001374381E :-455 -491 :@8- B423.3? >2 :@:=13.:>3 =2>9.717 0>
-6 .3 B2.0.3? B.0-.3 013 <"E 74A: >/ 0-1 19130 >2 0-1 >88@221381 D1.3?
C3>B3 0> 0-1 6=5>A12\$ 437 0-1 6=5>A11 :-455 D1 ?9.13 4 8>=A >/ :@8-
B2.0013 3>0.81 >/ B423.3? >2 :@:=13.:>3 D:1381 7@1 0> 94840.>3\$
:.8C31:: >2 43A >0-12 214:>3 DA 0-1 6=5>A11 >2 0-1 :@=129.:>2 .39>5917
:-455 1J0137 0-1 013 <"E 74A: 21/12217 0> 4D>91

=3

5

'0-.3 0-1 0126: >/ 0-: ?2116130\$ 4 ?2.194381 :-455 D1 71/.317 4: 4
7.//121381 D10B113 0-1 =420.1: 42.:3? /2>6 0-1 .3012=21040.>3\$ 4==5.840.>3\$
476.3.:0240.>3 >2 4551?17 9.>540.>3 >/ 0-: ?2116130 437 B-.8- -4: D113
:@D6.0017 >3 D1-45/ >/ 0-1 ::>8.40.>3 0> 0-1 6=5>A12 .3 B2.0.3? 55
?2.194381: :-455 :=18./A 0-1 340@21 >/ 0-1 ?2.194381 55 ?2.194381: :-455
.385@71\$ D@0 3>0 D1 5.6.017 0>\$ 0-1 :=18./8 :180.>3 >2 :180.>3: >/ 0-1
?2116130 4551?175A 9.>54017

3 >2712 0> 13:@21 0-40 43A 7.//121381: D10B113 0-1 =420.1: 421 21617.17
4: F@.8C5A 4: =>::D51\$ 0-1 =420.1: 4?211 0-40 0-1 />55>B.3? =2>817@21 />2
:@D6.00.3? 437 7145.3? B.0- ?2.194381: :-455 D1 47-1217 0> DA D>0-
=420.1:\$ =2>9.717 0-40 43A >/ 0-1 0.61 5.6.0: .6=>:17 -121.3 64A D1
1J013717\$.3 B2.0.3?\$ DA 6@0@45 8>3:130

3 43 1//>20 0> 46.84D5A 21:>591 ::@1: D10B113 0-1 6=5>A12 437 43
6=5>A11\$ 0-1 6=5>A11 >2 :->=:01B427 :-455 7.:8@:: 43A 7.//121381 >2
::@1 B.0- -: :@=129.:>2 >2 0-1 2>H180 434?12 40 0-1.2 1425.1:0
8>3913.1381 D1/>21 D1?.33.3? 0-1 />2645 ?2.194381 =2>817@21 3A :@8-
7.:8@::>3: :-455 D1 7>8@613017 .3 B2.0.3? DA 0-1 :@=129.:>2 >2 2>H180
434?12 437 :-455 D1 74017 437 :.?317 DA 148- >/ 0-1 6=5>A11 >2 :->=
:01B427 437 0-1 :@=129.:>2 >2 2>H180 434?12 B-> B121 =420A 0> 0-1
7.:8@::>3

) -1 6=5>A11 437 0-1 ::>8.40.>3 :01B427 :-455 =21:130 0-1
?2.194381 .3 B2.0.3? 0> 0-1 1=4206130 147G .2180>2 >2 71:?.?3401 B.0-.3
/>@20113 < E 84513742 74A: >/ 0-1 >2?.3 >/ 0-1 ?2.194381

-1 71=4206130 147G .2180>2 >2 71:?.?3401 :-455\$ B-121 =2480.84D51\$ 6110
B.0- 0-1 -4.2 >/ 0-1 2.194381 >66.0011 >2 71:?.?3401\$ 0-1 2.19>2\$ 437
0-1 01B427 B.0-.3 />@20113 < E 84513742 74A: >/ 0-1 2181.=0 >/ 0-1
?2.194381

-1 71=4206130 147G .2180>2 >2 71:?.?3401 B.55 ::@1 4 21:=>3:1 .3
B2.0.3? 0> 0-1 -4.2=12:>3 >/ 0-1 2.194381 >66.0011 B.0-.3 />@20113 < E
84513742 74A: >/ 0-1 4D>91 6110.3? 3 0-1 1913 0-1 1=4206130
147G .2180>2\$ >2 0-1.2 71:?.?3401 713.1: 0-1 ?2.194381\$ 0-1A :-455 :0401 0-1
214:>3: .3 B2.0.3?

) 4.5.3? 4 :40.:/480>2A 21:>5@0.>3 4: >@05.317 .3 0-1
::>8.40.>3 :-455 :@D6.0 4 B2.0013 ?2.194381 0> 0-1 .2180>2 >/ 4D>@2
1540.>3:\$ >2 0-1.2 71:?.?3401\$ B.0-.3 />@20113 < E 84513742 74A: >/ 43
::@1 D1.3? .7130./17

-1 .2180>2 >/ 4D>@2 1540.>3:\$ >2 0-1.2 71:?.?3401 :-455\$ B-121
=2480.84D51\$ 6110 B.0- 0-1 2.194381 >66.0011\$ 0-1 ?2.19>2\$ 437 0-1
01B427 ./ 3181::42A\$ B.0-.3 />@20113 < E 84513742 74A: >/ 0-1 2181.=0 >/
0-1 ?2.194381

-1 .2180>2 >/ 4D>@2 1540.>3:\$ >2 0-1.2 71:?.?3401 B.55 ::@1 4 21:=>3:1
.3 B2.0.3? 0> 0-1 ::>8.40.>3 <>2 .0: 51?45 21=21:13040.91E 437 -4.2=12:>3
>/ 0-1 ?2.194381 8>66.0011 B.0-.3 />@20113 < E 84513742 74A: >/ 0-1
4D>91 6110.3? 0-1 19130 0-1 .2180>2 >/ 4D>@2 1540.>3:\$ >2 0-1.2
71:?.?3401\$ 713.1: 0-1 ?2.194381\$ 0-1A :-455 :0401 0-1 214:>3: .3 B2.0.3?

'-121 0-1 7.:=@01 .39>591.;

<4E -1 F@1:0.>3 >/ ?131245 4==5.840.>3 >/ >2 .3012=21040.>3 >/ 0-1
=2>9.:>3: >/ 0-: ?2116130M

<DE ?2>@= >/ 6=5>A11:M >2

<8E -1 :@:=13.:>3 >2 7.:6.:45 >/ 43A 6=5>A11 >2 ?2>@= >/
6=5>A11:\$

<7E 2.194381 8>38123.3? 7.:82.6.340.>3\$ -424.:6130\$ 0126.340.>3 :-455
=2>8117 .6617.4015A 0> 01= >/ 0-1 ?2.194381 =2>817@21 40 0-1
7.:8210.>3 >/ 0-1 ::>8.40.>3

3 0-1 84:1 >/ 4 ?2>@= ?2.194381 >2 4 3@6D12 >/ ?2.194381: 42.:3? /2>6 4
8>66>3 8>6=54.30\$ 0-1 42?4.3.3? 3.0 B.55 :15180 >31 < E >2 0B> < E
6=5>A11: 4: 21=21:13040.91: >/ 455 0-1 4//18017 6=5>A11: 40 43A 437 455
-142.3?: -157 .3 8>3H@380.>3 B.0- 0-1 ?2.194381 >2 ?2.194381:

'-121 4 :40.:/480>2A :100516130 >/ 0-1 640012 .3 7.:=@01 .: 3>0 2148-17\$ 0-1
:4.7 640012 64A D1 21/12217 0> 2D.0240.>3 @3712 0-1 =2>9.:>3: >/ 20.851
B.0-.3 0-.20A < "E 84513742 74A: >/ 0-1 2181.=0 DA 0-1 .2180>2 >/ 4D>@2
1540.>3: >2 0-1.2 71.:?3401: 21:=>3:1

! ?2.194381 B-.8- -4: 3>0 D113 =2>81::17 DA 0-1 ?2.19>2 >2 -.:
21=21:13040.91 .3 488>274381 B.0- 0-1 0.61 5.6.0: =21:82.D17 :-455 D1
711617 0> D1 B.0-724B3 -1 :>51 1J81=0.>3 0> 0-1 />21?>.3? :-455 D1
B-121 0.61 5.6.0: -491 D113 1J013717 DA 6@0@45 4?2116130 >/ 0-1 =420.1:

'-121 0-1 ?2.194381 21/12217 0> .3 180.>3 215401: 0> 4 H>D =>:0.3? .3
4 1=4206130 >0-12 0-43 0-1 >31 0-1 6=5>A11 .: 8@221305A B>2C.3? .3\$ 0-1
?2.194381 =2>817@21 :-455 >88@2 B.0- 0-1 6=5>A12K: 21=21:13040.91: .3 0-1
1=4206130 B-121 0-1 H>D =>:0.3? >88@2217

" 17.40.>3G 2D.0240.>3

=>3 6@0@45 8>3:130\$?2.194381: 64A =2>8117 0-2>@?- 0-1 ?2.194381
=2>817@21 0> 4 :.3?51 617.40>2 />2 0-1 =@2=>:1 >/ 21:>59.3? 0-1 ?2.194381
.3 43 1J=17.0.>3: 437 .3/>2617 643312 -1 617.40>2 :-455 137149>2 0>
4:::0 0-1 =420.1: 0> :10051 0-1 ?2.194381 DA 617.40.>3

"3 5

'-121 4 7.:=@01 42.:1: .3 21:=180 >/ 43A >/ 0-1 640012: 8>91217 DA 0-.:
?2116130\$.385@7.3?;

<4E -1 .3012=21040.>3\$ 4==5.840.>3 >2 476.3.:0240.>3 >/ 0-.: ?2116130M
>2

<DE '-10-12 4 640012 .: 42D.0245M >2

6=5>A11 7>1: 3>0 8>6=5101 -: =2>D40.>342A =12.>7\$ 0-1
6=5>A12K: 8>:0 >/ ::@17 :4/10A />>0B142 :-455 D1 717@8017 /2>6
-: /.345 =4A 8-1F@1 55 6=5>A11: .3 2181.=0 >/ :4/10A D>>0:\$
:4/10A :->1: >2 B.3012 :4/10A D>>0:\$:-455 D1 15.?.D51 0> 2181.91 4
21=54816130 ::@1 >/ 0-1 4D>91 >3 4 >31)/>2)>31 D4.: B-13 :@8-
420.851 .: 210@2317 0> :@=129.:>2 437 =2>91: 0> D1 1.0-12 7464?17
437 21371217 @3@:4D51 4: 4 21:@50 >/ 0-1 6=5>A11K: B>2C
480.9.0.1:\$ >2 B>23 >@0 4: 4 21:@50 >/ 3>2645 B142 />2 :@8- :4/10A
D>>0:\$:4/10A :->1: >2 B.3012 :4/10A D>>0:

<DE 48- 6=5>A11 :-455 2181.91 0-1 />55>B.3? .3 148- 84513742 A142;

:-.20: 437 02>@:12: >2 8>912455: >2 43A 8>6D.340.>3 0-121>/
0):-20: <5>3? :51191 >2 :->20 :51191E
=42C4 >2 .3:@54017 8>912455
5.?-0B1.?-0 H48C10 >2 ->>717 :B140:-.20
.3:@54017 91:0
0>F@1

-1 8>:0 >/ 85143.3? :@8- .016: :-455 D1 =4.7 DA 0-1 6=5>A12

3 0-1 19130 0-1 6=5>A11 7>1: 3>0 8>6=5101 0-1.2 =2>D40.>342A
=12.>7\$ 455 85>0-.3? .016: ::@17\$:-455 D1 210@2317 0> -: @=129.:>2
4.5.3? 0> 7> :>\$ 0-1 6=5>A12P: 8>:0 >/ ::@17 85>0-.3? :-455 D1
717@8017 /2>6 0-1.2 /.345 =4A 8-1F@1

" 0 .: .38@6D130 >3 455 6=5>A11: 0> >D:1291 0-1 :4/10A :0437427:
8>38123.3? :4/10A 8>37.0.>3: 4: 54.7 >@0 .3 942.>@: 3042.> :040@01: 437
6=5>A12 :4/10A =>5.8.1: 437 =2>817@21: 4.5@21 0> B142 :4/10A :->1: >2
>0-12 :4/10A 1F@.=6130 :@==5.17 DA 0-1 6=5>A12 :-455 64C1 0-1
6=5>A11 :@DH180 0> 7.:8.=5.342A 480.>3 437 43A 6=5>A11 3>0 B142.3?
:@8- 1F@.=6130 :-455 D1 :130 ->61 /2>6 -: H>D @3=4.7 @30.5 :@8- 0.61 4:
-1 843 210@23 =2>=125A 400.217 -1 ::>8.40.>3 4?211: 0> 8>>=12401 B.0-
0-1 6=5>A12 .3 455 640012: 4//180.3? 0-1 :4/10A >/ 6=5>A11:

" -1 ::>8.40.>3 B.55 8>>=12401 B.0- 0-1 6=5>A12 0> 13:@21 6=5>A11:
64.304.3 0-1 =2>=12 8421 437 @:1 >/ 85>0-.3? :@==5.17 DA 0-1 6=5>A12

" 55 6=5>A11: :-455 B142 :@8- 85>0-.3?\$::@17 437 71:?.34017 DA 0-1
6=5>A12 4: 4==2>=2.401\$ >3 4 21?@542 D4.: 437 >35A B-.51 13?4?17 .3 0-1
B>2C >/ 0-1 6=5>A12 7130./840.>3 */54:-1* :-455 3>0 D1 216>917 /2>6
:@8- 85>0-.3? @351:: 4@0->2.L17 DA 0-1 6=5>A12

" 3A 6=5>A11 5149.3? 0-1 16=5>A >/ 0-1 6=5>A12 :-455 210@23 455
6=5>A12 =2>=120A\$ 437 455 85>0-.3? ::@17 B.0-.3 0-1 =219.>@: .:J < E
6>30-:\$ =2.>2 0> 2181.9.3? -: /.345 =4A 8-1F@1

-1 6=5>A12 64A 8>302480 >@0 B>2C >/ 0-1 42?4.3.3? 3.0\$ =2>9.717 0-40
<4E 0> <7E 421 :40.:/.17 4: >@05.317 D15>B;

<4E : /42 .3 4794381 4: =>::D51 >/ 8>302480.3? >@0 :@8- B>2C\$ 0-1
6=5>A12 3>0./.:1: 437 7.:8@::1: B.0- 0-1 42?4.3.3? 3.0\$.0:
.30130.>3 0> 8>302480 >@0 :@8- B>2C\$ 1J81=0 .3 0-1 84:1 >/ 43
612?138A\$ B-.8- :-455 D1 1J16=0 /2>6 0-1:1 21F@.216130:M

<DE > 6=5>A11 .: 0126.34017\$ 54.7 >// >2 :@//12: 4 217@80.>3 .3 -.:
0437427 >@2: >/'>2C B-.51 0-1 6=5>A12 .:6@50431>@:5A
8>302480: >@0 :@8- B>2CM

<8E -121 421 3>0 4 :@//.8.130 3@6D12 >/ 6=5>A11: 494.54D51 />2 0-1
7@240.>3 >/ 0-1 B>2C =12.>7\$ B-> -491 0-1 3181::42A :C.55:\$ 0>>5:\$
1F@.=6130 437 0.61 0> =12/>26 0-1 B>2CM 437

<7E -1 6=5>A12 H@:0./.:1: 0-1 21F@.216130 0> 8>302480 >@0 0-1 B>2C >3
4 0.6.3? >2 18>3>6.8 D4:::

>0B.0:0437.3? 0-1 />21?>.3?\$ 0-1 6=5>A12 -4: 0-1 2.?-0 0> 8>302480 >@0
:129.81: 3>26455A 8>30248017 >@0\$.385@7.3? D@0 3>0 5.6.017 0>; H43.0>2.45\$
5437:84=.3?\$ \$:3>B 216>945\$ 54D :129.81:\$:5@7?1 -4@54?1\$ 948@@6
02@8C:\$ 91-.851 21=4.2:\$ 82431 437 151940>2 .3:=180.>3:\$ 8>30480 8-46D12
85143.3? 437 :18@2.0A

3 477.0.>3 0> 0-1 4D>91\$ 0-1 6=5>A12 64A 8>302480 >@0 0-1 />55>B.3?
:129.81: 3>26455A =12/>2617 DA 0-1 D42?4.3.3? @3.0M

<4E =21913040.91 64.30134381 :129.81: 437 21=4.2 B>2C 2154017 0>
617.@6 9>504?1 437 -.- 9>504?1 :B.08- ?142M

<DE 84D5.3?M 151802.845 0@D.3? 437 B.2.3?M

<8E 21=54816130 437G>2 .3:045540.>3 >/ 31B .3:02@6130: B-.8-
.385@71: 0-1 4::>8.4017 0@D.3? 437 B.2.3?M

<7E :129.8.3? >/ 8-5>2.31 ?4: :A:016: .385@7.3? 8-5>2.31 043C 842\$
8-5>2.340>2:\$ 194=>240>2: 437 4::>8.4017 8-5>2.31 5.31:M

<1E 845.D240.>3 437 01:0.3? >/.157 719.81:M

</E 845.D240.>3 437 21=4.2 >/ ?4: :4/10A 6>3.0>2.3? :A:016:M

<?E 8120./840.>3 >/ .3:02@613040.>3 01:0.3? 719.81: 437 1F@.=6130

For clarity, the foregoing work is not deemed to be outside the scope of the bargaining unit.

- 21.3 Where the reason for contracting out is not because of an Emergency and notwithstanding that there are not a sufficient number of Employees meeting the conditions of Section 21.1(c) who are able to perform the work, the Bargaining Unit shall be entitled to propose an alternate plan to the Employer to perform the work intended to be contracted out without requiring rescheduling or reassignment of already scheduled work. In the event the Bargaining Unit's plan meets the Employer's time constraints and economic considerations or factors, the Employer shall have the designated Employees perform the work and shall not contract out the work.

22. MISCELLANEOUS

- 22.1 The Employer and the Association agree that a copy of the signed Agreement will be provided to each member of the Negotiating Committee and each member of the Bargaining Unit not more than sixty (60) calendar days after the signing of the Agreement. Such copy shall be in booklet form and paid for by the Employer.
- 22.2 The Employer and the Association agree that bulletin boards are to be provided and installed in an appropriate location in the wastewater and water treatment plants of the Employer, and these bulletin boards shall be glass-enclosed and provided with a lock. All notices to be posted by the Association on the said boards are to be submitted to the Project Manager concerned and the Project Manager is to be responsible for the posting thereof.
- 22.3 Within sixty (60) calendar days of the commencement of employment, the Employer shall issue a probationary employee, in the following Positions tools to perform their work, up to the following maximum values:

| <u>Positions</u> | <u>Tool Value</u> |
|--|-------------------|
| Instrumentation and Control Technician | \$1,500 |
| Maintenance Electrician | \$1,500 |
| Industrial Mechanic | \$1,500 |
| Industrial Millwright | \$1,500 |

Within thirty (30) days of the commencement of the Term, the Department Head of maintenance shall establish a list of necessary tools for the Positions set out above.

48- 6=5>A11 B-> .: .:@17 0>>5: DA 0-1 6=5>A12 :-455 D1 21:=>3:.D51
/>2 0-1 0>>5: .:@17 0> -.6 3 0-1 19130 43A :@8- 0>>5: 421 5>:0 >2
6.:=-54817 DA 43 6=5>A11 7@2.3? 0-1 126 >/0-.: ?2116130\$:@8-
6=5>A11 B.55 D1 21:=>3:.D51 />2 0-1 21=54816130 8>:0 >/ 0-1 0>>5 0-40 .:
5>:0 >2 6.:=-54817 '-121 4 0>>5 D18>61: 7464?17 >2 71:02>A17 0-2>@?-
3>2645 @:4?1\$ B142 437 0142\$ 0-1 6=5>A12 :-455 21=5481 :@8- 0>>5

3 0-1 19130 43 6=5>A11 0126.3401: .: >:.0.>3 B.0- 0-1 6=5>A12\$ -1
:-455 210@23 455 0>>5: .:@17 0> -.6 =2.>2 0> 2181.9.3? .: /.345 =4A 8-1F@1
-1 21=54816130 8>:0 >/ 43A 0>>5: 0-40 421 6.:.3? :-455 D1 717@8017 /2>6
0-1 6=5>A11K: /.345 =4A

-1 6=5>A12 437 0-1 ::>8.40.>3 4?211 0> 0-1 />2640.>3 >/ 4 4D>@2)
434?16130 >66.0011 0> B-.8- 0-1 42?4.3.3? 3.0 64A 4==>.30 3>0
6>21 0-43 />@2 < E 6=5>A11: 4: 64A D1 4==>.3017 >2 1518017 DA 0-1
42?4.3.3? 3.0 /2>6 0.61 0> 0.61\$ 4: =2>9.717 />2 .3 180.>3 "

110.3?: >/ :@8- >66.0011 :-455 D1 -157 F@420125A 437 64A D1 -157 6>21
/21F@1305A :@DH180 0> 0-1 21F@1:0 >/ 1.0-12 =420A 437 0-1 6@0@45 4?2116130
>/ 0-1 =420.1: 0> 0-.: ?2116130 -1 =420A 21F@1:0.3? 0-1 6110.3? B.55
=21:130 0-1 >0-12 =420A B.0- 43 4?1374 >@05.3.3? 0-1 640012: 0> D1
7.:8@::17 40 0-1 6110.3? 40 514:0 >31 < E B11C =2.>2 0> 0-1 7401 >/ 0-1
6110.3?

->@57 4 8>66.0011 616D12 8->>:1 0> 400137 4 6110.3? :8-17@517 >3 .:
74A >/\$ -1 :-455 2181.91 8>6=13:40>2A 0.61 >// B.0- =4A\$ 8458@54017 40 .:
0437427 401\$ 40 4 54012 7401 6@0@455A 4?2117 0> D10B113 0-1 6=5>A11
437 .: :@=129.:>2

-1 6=5>A11 :-455 3>0./A 0-1 6=5>A12 .3 B2.0.3?\$ 40 0-1 >//.81 >/ 0-1
.2180>2 >/ 4D>@2 1540.>3:\$ >/ 43A 8-43?1 .3 0-1 6=5>A11K: 47721: :>2
8-43?1 .3 71=137430 :040@: B.0-.3 0B> < E B11C: >/ 43A :@8- 8-43?1 -1
6=5>A11 >2 0-1 ::>8.40.>3 :-455 :491 0-1 6=5>A12 -42651: .3 43A
480.>3 21:@50.3? /2>6 0-1 6=5>A11 3>0 64C.3? 0-1 21F@.217 8-43?1: .3
218>27: 4: 3>017 4D>91

-1 6=5>A12 4?211: 0-40 8-43?1: .3 .0: 610->7: >/ >=1240.>3 0-40 B.55
21:@50 .3 0-1 =12643130 7.:=-54816130 >/ 6=5>A11: /2>6 0-1.2 8@22130
>:.0.>3: B.55 D1 7.:8@::17 B.0- 0-1 ::>8.40.>3 4: :>>3 4: 214:>34D5A
=2480.84D51 =2.>2 0> 0-1.2 .6=51613040.>3

(3 5 5

2>D40.>342A 6=5>A11: >2 6=5>A11: >3 51491 >/ 4D:1381 B.0->@0 =4A
421 3>0 15.?.D51 />2 0@.0.>3 21.6D@2:16130

=>3 :@881:./@5 8>6=510.>3 >/ 43 6=5>A12)4==2>917 8>@2:1 >/ :0@7A\$ 0-1
6=5>A12 B.55 21.6D@2:1 0-1 6=5>A11 >31 -@37217 =128130 < ""QE >/ 0-1
8>:0: >/ 0@.0.>3\$ 21?:.0240.>3 /11: ./ 8-42?17 437 54D /11: ./ 4==5.84D51\$ @= 0>
4 64J.6@6 21.6D@2:16130 >/ B> ->@:437 7>5542: <O \$""E =12 A142
-1 6=5>A11 6@:0 1423 4 6.3.6@6 ?2471 >/ :.J0A =128130 < "QE >2 .0:
1F@.945130 .3 >2712 0> 2181.91 21.6D@2:16130 />2 4 8>@2:1

@.0.>3 />2 8>221:=>371381 8>@2:1: >2 3>3)?2471 8>@2:1: 0-40 421 H>D >2
71?211)2154017 437 0-40 6110 455 >0-12 F@45./840.>3: @3712 0-: =>5.8A\$
F@45./A />2 >31 -@37217 =128130 < ""QE 0@.0.>3 21.6D@2:16130\$ @= 0> 0-1
B> ->@:437 7>5542 <O \$""E 64J.6@6\$ 40 0-1 :>51 7.:8210.>3 >/ 0-1
6=5>A12

-1 6=5>A12 B.55 3>0 7@=5.8401 =4A6130: 0> 43 6=5>A11 DA ?>91236130
D131/.0:\$:8->542:-.= ?2430:\$ 4.7: >2 >0-12 :>@281: / 4 8>@2:1 .: >35A
=420.455A =4.7 />2 DA 43A >/ :@8- :>@281:\$ 0-1 =>20.>3 3>0 =4.7 B.55 D1
8>91217 DA 0-: =>5.8A @= 0>\$ D@0 3>0 6>21 0-43 >31 -@37217 =128130
< ""QE\$:@DH180 0> 0-1 B> ->@:437 7>5542 <O \$""E 64J.6@6

-1 6=5>A11 6@:0 :@D6.0 2181.=0:\$?2471:\$ 8120./8401:\$ 7.=5>64: >2
>0-12 19.71381 >/ 8>6=510.>3 >/ 0-1 8>@2:1 .3 >2712 0> 2181.91
21.6D@2:16130 />2 6 0-1 6=5>A12 1J0D>>C:\$:0@7130 480.9.0.1:\$ 40-510.8:\$
=42C.3?\$ 5401 =4A6130 437 :.6.542/11: B.55 3>0 D1 21.6D@2:17 DA 0-1
6=5>A12

@.0.>3 21.6D@2:16130: 421 :@DH180 0> B.0-->57.3?: 21F@.217 DA 54B

;3

1=4206130 :01B427 .: 4 =12:>3 1518017 >2 4==>.3017 DA 0-1 42?4.3.3?
3.0 616D12: 0> 21=21:130 0-1 6=5>A11: >/ 0-1 42?4.3.3? 3.0

-1 6=5>A12 48C3>B517?1: 0-1 2.?-0 >/ 0-1 42?4.3.3? 3.0 0> 15180 >2
4==>.30 />@2 < E :01B427: 0> 4:::0 6=5>A11: .3 0-1 =21:13040.>3 >/ 0-1.2
?2.194381: 0> 0-1.2 .6617.401 :@=129.:>2

-1 ::>8.40.>3 48C3>B517?1: 0-40 :01B427:\$ 4: B155 4: >0-12 616D12:
>/ 0-1 ::>8.40.>3K: 8>66.0011: 437 0-1 ::>8.40.>3K: >/.812:\$ B.55
8>30.3@1 0> =12/>26 0-1.2 21?@542 7@0.1: >3 D1-45/ >/ 0-1 6=5>A12\$ 437
0-40;

<4E @8- =12:>3: <3>0 6>21 0-43 >31 < E >/ 0-1 4D>91 =5@: 0-1 ?2.19>2E
B.55 3>0 51491 0-1.2 21?@542 7@0.1: B.0->@0 >D04.3.3? =126.:>3 />2>6
0-1.2 .6617.401 :@=129.:>2 B-> B.55 D1 ?.913 4 214:>34D51
1J=54340.>3 />2 0-1 21F@1:017 4D:1381\$ 437

=3

>2 0-1 126 >/0-: ?2116130\$ 0-1 6=5>A12 :-455 3>0 54A >// 43A >/ 0-1
6=5>A11: B-> 421 16=5>A17 40 0-1 48.5.0.1: 4: >/ 1816D12 :0\$ ""
>0B.0:-0437.3? 0-1 />21?>.3?\$ 3>0-.3? -121.3 21:02.80: 0-1 6=5>A12 /2>6
-.2.3?\$ 217@8.3? >2 54A.3? >// 6=5>A11: 1J8117.3? 0-1 6=5>A12K:
6.3.6@6 6=5>A11 21F@.216130\$ B-121 0-1 6=5>A12 710126.31: .3 .0:
:>51 7.:8210.>3 0-40 .0 21F@.21: >2 7>1: 3>0 21F@.21 :@8- 6=5>A11: />2 0-1
>=1240.>3 >/ 0-1 48.5.0.1:

"3 5

-.: ?2116130 :-455 2164.3 .3 />281 437 1//180 /2>6 437 .385@7.3? 0-1 0
74A >/ I43@42A\$ " \$ 0> 437 .385@7.3? 0-1 074A >/ 1816D12\$ " "
437 /2>6 A142 0> A142 0-1214/012 @351:: B.0-.3 4 =12.>7 >/ 3.310A <"E 74A:
D1/>21 0-1 074A >/ 1816D12 .3 43A A142 1.0-12 =420A -1210> ?.91:
3>0.81 .3 B2.0.3? 0> 0-1 >0-12 =420A -1210> >/ .0: 71:.21 0> D42?4.3 B.0- 4
9.1B 0>B427: 0-1 2131B45 B.0- >2 B.0->@ 6>7./840.>3 >/0-: ?2116130 >2
0-1 64C.3? >/ 4 31B 4?2116130

-1 6=5>A12 4?211: 0> 6110 B.0- 0-1 42?4.3.3? >66.0011 >/ 0-1
42?4.3.3? 3.0 B.0-.3 0-.20A <"E 74A: 4/012 2181.=0 >/ 0-1 3>0.81 .3 B2.0.3?
>/ 0-1 71:.21 0> D42?4.3\$ @351:: 0-1 =420.1: 4?211 @=>3 D42?4.3.3? 7401:
0-40 421 D1A>37 0-1 0-.20A <"E 74A: 4: >@05.317 4D>91

-.: ?2116130 :-455 1J=21:: 0-1 /@55 437 8>6=5101 @3712:0437.3? >/ 0-1
=420.1: >3 455 640012: 8>304.317 -121.3 437 :=18./8455A B.0- 21:=180 0>
216@31240.>3\$ D131/.0: 437 B>2C.3? 8>37.0.>3:\$.0 .: @3712:0>>7 437
4?2117 0-40 0-: ?2116130 .: 0-1 :>51 8>55180.91 4?2116130 D10B113 0-1
6=5>A12 437 0-1 ::>8.40.>3 >3 D1-45/ >/ 0-1 42?4.3.3? 3.0

-1 =420.1: -1210> 4?211 0-40 0-1 8>6613816130 7401 >/ 0-: ?2116130
:-455 D1 I43@42A :0\$ " >0B.0:-0437.3? 0-1 />21?>.3?\$ 0-1 4==5.840.>3
>/ 0-1 0126: >/ 0-: ?2116130 :-455\$ @351:: >0-12B.:1 :=18./8455A 437
6@0@455A 4?2117 0> .3 B2.0.3? DA 0-1 6=5>A12 437 0-1 ::>8.40.>3\$ D1
21:02.8017 0> 0-1 =12.>7 >3 437 4/012 0-1 7401 >/ :.?.3.3? >/ 0-: ?2116130
@= 0> 437 .385@7.3? 0-1 0126.340.>3 7401 >/ 0-: ?2116130 4: -121.3
=2>9.717 .3 180.>3

LETTERS OF UNDERSTANDING

1. TEMPORARY MODIFIED WORK

The Employer agrees to implement and maintain a program of temporary modified work and vocational rehabilitation for Employees who are unable to carry out their normal duties as a result of illness, injury or accident.

2. WSIB AND LONG TERM DISABILITY PAYMENTS

The Employer agrees that it will continue payment to those Employees who file for WSIB or long term disability at the rates of pay which would have been paid by WSIB or the long term disability carrier. Such payment shall not take place unless the Employee signs a waiver acceptable to the Employer directing any funds to be paid directly to the Employer. At such time as the claim is decided by WSIB or the long term disability carrier, payment will revert to direct payment from WSIB or long term disability.

3. VACATION AND LONG TERM DISABILITY

Employees will be given the option of utilizing their vacation prior to receiving long term disability on the understanding that vacation not taken will be paid out on December 31st of the year in which it is earned.

4. AMENDMENTS TO AGREEMENT

No future understandings on the implementation of any sections of this Agreement, or any alterations, shall be binding upon the parties unless approval in writing is received from the business manager of the Bargaining Unit and the Director of Labour Relations or their designates.

5. MEDICAL SURVEILLANCE

All Employees will be eligible to participate in a medical surveillance program the cost of which will be fully borne by the Employer. The details of the program scope will be mutually agreed upon. The provider of the medical surveillance will be mutually agreed upon. Appointments for the program will be coordinated by the Employer during April and May of each year. All relevant findings will be provided to the Joint Health & Safety Committee by September of each year. No medical information shall be shared unless a form authorizing release of the information is provided by the Employee.

5 * . # A

-2>@?->@0 0-1 126 >/0-.: ?2116130\$ 0-1 6=5>A12 4?211: 0> 217)8.2851 0->:1
6=5>A11: B->\$ 4: >/0-1 8>6613816130 7401 >/0-.: ?2116130\$ 421
8>6=13:4017 40 >31 8120./840.>3 51915 -.?-12 0-43 0-1 480@45 3@6D12 >/
8120./840.>3: />2 B-.8- 0-1A -491 04C13 0-1 024.3.3? =2>?246 ->:1 6=5>A11:
B-> -491 D113 217)8.28517 :-455 D1 8>6=13:4017 D4:17 >3 0-1.2 217)8.28517 51915
>/ 8120./840.>3\$ @30.5 :@8- 0.61 4: 0-1A 2181.91 0-1 51915 >/ 8120./840.>3 D1A>37
0-1.2 217)8.28517 51915

38214:1 .3 854:./840.>3 />2 8>6=13:40.>3 />2 148- >.:0.>3 .3 0-1 />55>B.3?
04D51: 421 D4:17 >3 0-1 6=5>A11K: 8>6=510.>3 >/0-1 21F@.217 .3.:02A >/
39.2>36130 8120./840.>3 DA 1J46.340.>3 > 2181.91 43 47H@:06130 .3 0437427
401 >/ =4A D4:17 >3 8120./840.>3\$ 6=5>A11: :-455 =2>9.71 0-1 6=5>A12 B.0- 4
8>=A >/0-1 .3.:02A >/ 39.2>36130 >=1240.3? 8120./8401 0-1A -491 2181.917 @=>3
8>6=510.>3 -1 0437427 401 >/ =4A =4A4D51 0> 6=5>A11: :-455 D1 47H@:017
2102>480.91 0> 0-1 7401 >/ 5.813:.3? >3 0-1 8120./8401

'0-.3 :1913 < E 74A: >/ 2181.=0 >/ 4 21F@1:0 DA 43 6=5>A11 />2 4==2>945 >/ -.:
>=1240.3? 1J=12.1381 />26 />2 8120./840.>3\$ 0-1 6=5>A12 :-455 64C1 0-1
3181::42A .3F@.21: 0> 8>3/.26 8>6=510.>3 >/0-1 1J=12.1381 '-121 0-1
1J=12.1381 -4: D113 8>6=51017 4: 21F@.217\$ 0-1 6=5>A12 :-455 210@23 43
4==2>917 >=1240.3? 1J=12.1381 />26 0> 0-1 6=5>A11 B.0-.3 0-1 :1913 < E 74A
0.61 5.31

-1 8120./8401: 21/1213817 .3 0-1 />55>B.3? 04D51: 21/12 0> B4012 7.:02.D@0.>3\$ B4012
021406130\$ B4:01B4012 8>55180.>3 437 B4:01B4012 021406130 >35A

55 854:./840.>3:\$ 1J81=0 3:02@6130 437 >302>5 18-3.8.43:

I43@42A \$ " "Q <2102>480.91E
I43@42A \$ " ! "Q
I43@42A \$ " "Q
I43@42A \$ " " "Q

3:02@6130 437 >302>5 18-3.8.43:

I43@42A \$ " " Q <2102>480.91E
I43@42A \$ " ! " Q
I43@42A \$ " " Q
I43@42A \$ " " " Q

January 1, 2018 Standard Rates		Adjustments per Certificate				
Position	No Licence	1st Cert.	2nd Cert.	3rd Cert.	4th Cert.	Certification Required
Maintenance Operator I (Pre October 11, 2017)	N/A	N/A	N/A	35.04	35.35	Level 3 or Higher
Maintenance Operator I (Post October 11, 2017)	N/A	33.28	34.41	N/A	N/A	Level 3 or Higher
Maintenance Operator II	N/A	30.76	31.78	32.24	32.50	Level 1
Maintenance Operator III	N/A	29.16	29.16	29.16	29.16	OIT
Mechanic	34.16	35.06	35.32	35.60	35.88	Level 1
Millwright	34.66	35.56	35.72	36.00	36.25	Level 1
Electrician	34.66	35.56	35.72	36.00	36.25	Level 1
Instruments & Controls	38.26	39.26	39.51	39.74	39.96	Level 1
Stores Keeper II	31.72	Certification Not Applicable				

\$0.60 hourly premium paid for Maintenance Operator I who has successfully completed and attained a 3rd Certification, level 3 or higher, after October 11, 2017, for all hours worked.

\$0.91 hourly premium paid for Maintenance Operator I who has successfully completed and attained a 4th certification, level 3 or higher, after October 11, 2017, paid on all hours worked.

For the purposes of this article, a Maintenance Operator 1 shall only be entitled to either the 3rd Certification premium or the 4th Certification premium, and shall not be entitled to be paid more than one premium in this article.

Employees who wish to pursue 3rd and 4th Certification can make such request to the Employer in writing, who will facilitate the opportunity to acquire the necessary experience, in consultation with the Union.

! ? 2 6 6 2\$0

R M MS M S
69 02&\$ 20 +\$ \$ 2181% 2\$

-0121-	-	02	6	(6	;2D	\$ 2181% 21-
1%\$ %\$	\$ 23	\$ 23	\$ 23	\$ 23	\$ 23	\$E 1 \$6
4.30134381 =1240>2						1915 >2
< 21 80>D12 \$ " E	G	G	G		"	.?-12
4.30134381 =1240>2						1915 >2
<>:0 80>D12 \$ " E	G		"	G	G	.?-12
4.30134381 =1240>2	G	!		!!		1915
4.30134381 =1240>2	G					
18-43.8	!		"		"	1915
.55B2.?-0			\$!	1915
51802.8.43					!	1915
3:02@6130: % >302>5: !					"	1915
0>21: #11=12				120./840.>3	>0 ==5.84	

O" " ->@25A =216.@6 =4.7 />2 4.30134381 =1240>2 B-> -4: :@881::/@55A
 8>6=51017 437 4004.317 4 27 120./840.>3\$ 51915 >2 -.?-12\$ 4/012 80>D12 0\$
 " \$ />2 455 ->@2: B>2C17

O" ->@25A =216.@6 =4.7 />2 4.30134381 =1240>2 B-> -4: :@881::/@55A
 8>6=51017 437 4004.317 4 0-8120./840.>3\$ 51915 >2 -.?-12\$ 4/012 80>D12 0\$
 " \$ =4.7 >3 455 ->@2: B>2C17

>2 0-1 =@2=>:1: >/ 0-: 420.851\$ 4 4.30134381 =1240>2 :-455 >35A D1 130.0517
 0> 1.0-12 0-1 27 120./840.>3 =216.@6 >2 0-1 0- 120./840.>3 =216.@6\$ 437 :-455
 3>0 D1 130.0517 0> D1 =4.7 6>21 0-43 >31 =216.@6 .3 0-: 420.851

6=5>A11: B-> B.- 0> =@2:@1 27 437 0- 120./840.>3 843 64C1 :@8- 21F@1:0 0>
 0-1 6=5>A12 .3 B2.0.3?\$ B-> B.55 /48.5.0401 0-1 >==>20@3.0A 0> 48F@.21 0-1
 3181::42A 1J=12.1381\$.3 8>3:@5040.>3 B.0- 0-1 3.>3\$

SCHEDULE "C" - OVERTIME POLICY

>2 0-1 =@2=>:1 >/ 180.>3 >/0-: ?2116130 437 6>21 :=18./8455A\$ />2
710126.3.3? 0-1 433@45 1F@.04D51 7.:02.D@0.>3 >/ >9120.61\$ 0-1 />55>B.3? :-455
4==5A; > =4A>@0 :-455 D1 7@1 B-13 0-1 7.//121381 D10B113 1.?-0 <!E ->@2 437
0B1591 < E ->@2 6=5>A11: .: 3> 6>21 0-43 .:J0113 < E >2 0B130A)/>@2 < E
->@2: =12 21:=180.91 ?2>@= 3A >9120.61 =4A>@0 7@1 0> >9120.61 7.:02.D@0.>3
:-455 D1 =4.7 40 0-1 0437427 401

9120.61 B.55 D1 7.:02.D@017 DA >:.0.>3\$

'1.?-017 49124?1 .: 71/.317 4: 0-1 3@6D12 >/ ->@2: 218>2717 4: B>2C17
>2 21/@:17\$ 7.9.717 DA 0-1 3@6D12 >/ >:.0.>3:

@2.3? =12.>7: >/ .5531:: >2 .3H@2A >/ >31 < E 74A >2 6>21\$ //0A =128130
< "QE >/0-1 B>2C17 >9120.61 ->@2: B.55 D1 47717 0> 0-1 6=5>A11P: ->@2:
218>2717 4: >9120.61 B>2C17 <4: 311717 />2 1F@45.L40.>3 =@2=>:1:E
>55>B.3? 43 16=5>A11 4D:1381 >/>@20113 < E 84513742 74A: >2 6>21
7@1 0> 0-1 =12.>7: >/ .5531:: >2 .3H@2A\$ @=>3 210@23 0> B>2C 13012: 0-1
>:.0.>3 B.0- 4 B1.?-017 49124?1 >/0-1 ?2>@=

>@2: *B>2C17* >2 *21/@:17* B.55 D1 8>@3017 4: >9120.61 >//1217 >2 0-1
=@2=>:1 >/ >9120.61 7.:02.D@0.>3 0-1 /.2:0 0B130A)/.91 < E ->@2: >/ @34D51 0>
8>30480 :-455 3>0 D1 8>@3017 />2 0-1 =@2=>:1 >/ >9120.61 D45438.3? -1
6=5>A12 :-455 64.304.3 4 B2.0013 218>27 >/ 455 8>30480: 6471 />2 >9120.61\$
.385@7.3?; <4E 148- 6=5>A11 845517M <DE 0-1 0.61 437 7401 >/0-1 8455:M 437
<8E B-10-12 0-1 8455 B4: 43:B1217\$ 4 61::4?1 B4: 51/0\$ 0-1 6=5>A11
7185.317 0-1 B>2C >2 0-1 6=5>A11 4881=017 0-1 B>2C

1B 6=5>A11: 0> 0-1 42?4.3.3? 3.0 13012: >:.0.>3 B.0- 0-1 3@6D12 >/
->@2: >/0-1 6=5>A11 .3 0-1 21519430 >:.0.>3

6=5>A11 6>9.3? 0> 43>0-12 >:.0.>3 >3 4 016=>242A D4.: <3> =>:0.3?E .:
3>0 >//1217 >9120.61 @30.5 >//1217 0> 455 >0-12 494.54D51 6=5>A11: .3 0-1
>:.0.>3 3A ->@2: :> B>2C17 421 0> D1 0214017 4: D>3@: ->@2:

6=5>A11 6>9.3? 0> 43>0-12 >:.0.>3 4: 0-1 21:@50 >/ 4 =>:0.3? 13012: 0-1
31B >:.0.>3 B.0- 4 B1.?-017 49124?1 >/0-1 ?2>@= /-1 210@23: 0> -:
/>2612 >:.0.>3\$ 4 B1.?-017 49124?1 .: 8458@54017 />2 0-1 0.61 3>0 .3 0-1
>:.0.>3 437 47717 0> -: =219.>@: 0>045 .3 0-1 >:.0.>3

! 9120.61 :->@57 3>0 D1 >//1217 0> 43 6=5>A11 >3 94840.>3\$ 1J81=0 .3 0-1
84:1 >/ 612?138.1: / 43 .37.9.7@45 .: 845517 .3 >3 43 612?138A 7@2.3?
-: 94840.>3 -1 -4: 0-1 >=0.>3 >/ 21:8-17@5.3? 0-1 2164.3712 >/ -:
94840.>3 40 4 0.61 0> D1 6@0@455A 4?2117 @=>3

'-.51 0-1 =4?12 :A:016 .: 3>0 .3 @:1\$ 8455).3: B.55 D1 8>@3017 0>B427:
1F@45.L40.>3

" 9120.61 5.:0: B.55 D1 =>:017 D.)B11C5A .3 0-1 @374: 437 '>>7B427
B4:01B4012 021406130 =5430:\$ 0-1 '>>7B427 B4012 021406130 =5430 437 0-1
'>>7B427 64.30134381 :->=

-1 6=5>A12 =2>9.71: 0-1 @371204C.3? 0-40 .0 .: 3>0 .0: .30130.>3 0>
8.28@69130 7@1 =2>81:: DA C3>B.3?5A >//12.3? >9120.61 />2 B->6 0-1
6=5>A12 .:/@55A 4B421 421 3>0 494.54D51 0> B>2C

6=5>A11: :-455 -491 0-1 >=0.>3 0> >=0 >@0 >/ >9120.61 >==>20@3.0.1: 437
0-121DA />2/1.0 0-1.2 2.?-0 0> 1F@45.L40.>3

-1 16=5>A12 :-455 >//12 0-1 >9120.61 .3 488>274381 B.0- 0-1 5>B 643
->@2: B>2C17\$ 437 21/@:17 3 7>.3? :>\$.0 .: @3712:0>>7 0-40 0-.: 7>1: 3>0
4==5A 0> .38.713045 >9120.61 >884.:>317 DA B>2C 8>30.3@.0A <8>30.3@40.>3 >/
4 B>2C74AE >2 >884.:>3: >/ :04A.3? 5401 0> 8>912 :.8C 8455: >2 540131::

/ 43 6=5>A11 .: >3 6>7./17 7@0.1:\$ >9120.61 B.55 D1 >//1217 0> 0-16 ./0-1
7@0.1: 0-40 421 21F@.217 0> D1 =12/>2617 >3 >9120.61 /455 B.0-.3 0-1
21:02.80.>3: >/ :4.7 6=5>A11

'-13 43 6=5>A11 .: 3>0 4D51 0> =12/>26 0-1 7@0.1: 21F@.217 />2 0-1
>9120.61 D184@:1 >/ 0-1.2 21:02.80.>3:\$ 0-1A B.55 D1 218>2717 4: ,@34D51 0>
B>2C+ />2 0-1 =@2=>:1: >/ 8458@540.3? 0-1 >9120.61 1F@45.L40.>3 04D@54017
46>@30 437 4: 311717 />2 1F@45.L40.>3 =@2=>:1: >35A

5

-1 D131/.0: 71:82.D17 .3 0-1 1385>:17 5.01240@21 421 494.54D51 0> A>@ 437 A>@2
15.?.D51 71=137430: :@DH180 0> 0-1 />55>B.3? =2>9.:>3: -: 5.01240@21 .: =21=4217
4: .3/>2640.>3 >35A\$ 437 7>1: 3>0\$.3 .0:15/ 8>3:0.0@01 4 8>302480 -1 1J480 0126:
437 8>37.0.>3: >/ A>@2 ?2>@= D131/.0: 421 71:82.D17 .3 0-1 >302480 -157 DA A>@2
6=5>A12

55 6=5>A11: B-> 421 15.?.D51 B.55 D1 8>91217 D4:17 >3 0-1 0126: >/ 0-1
8>55180.91 D42?4.3.3? 4?2116130 B.0- 0-1 6=5>A12

1=137430: <./ 4==5.84D51E .385@71;

<4E >@2 :=>@:1 >2 8>66>3)54B :=>@:1M

<DE 36422.17\$ @316=5>A17 8-.57213 @3712 0-1 4?1 >/ 0B130A)0B> < E
A142:\$.385@7.3? 31BD>23:M

<8E 36422.17\$ @316=5>A17 71=137430 8-.57213 0> 43A 4?1 B-> 421
.384=4D51 >/ :15/ :@:04.3.3? :@==>20 >2 16=5>A6130 DA 214:>3 >/
613045 >2 =-A:.845 7.:4D.5.0AM

<7E 36422.17\$ @316=5>A17 71=137430 8-.57213 >912 0B130A)0B> < E
D@0 @3712 0B130A)/.91 < E A142: >/ 4?1 .3/@55)0.61 4001374381 40 4
:8->>5\$ 8>551?1 >2 @3.912:.0A

@1 0>;

<4E 42.045 :040@:

<DE 461 8-43?1

<8E 1=137430 8>9124?1 @3712 <8E >2 <7E 4D>91

:->@57 D1 7.218017 0> 0-1 6=5>A12K: @643 1:>@281 1=4206130

C5

>2 7104.5: >/ A>@2 =543\$ 8>30480 0-1 6=5>A12K: @643 1:>@281: 1=4206130

6=5>A11: 437 0-1.2 :=>@:1: :-455 2181.91 4 617.845 D131/.0: 8427 />2
=21:13040.>3 40 =-42648.1:

J013717 1450- 131/.0: < E) 6=5>A11: 421 130.0517 0> ""Q
21.6D@2:16130 >/ 15.?.D51 8-42?1: />2 =21:82.=0.>3 72@?:

2.9401 @0A @2:3?; 129.81: >/ 4 1?:01217 2480.845 @2:1 < E 437
.813:17 2480.845 @2:1 < E 0> 43 433@45 64J.6@6 >/ O \$""

4J.6@6 46>@30: 455>B17 :@DH180 0> 0-1 543 717@80.D51 437 =1281304?1
21.6D@2:16130 :->B3 4D>91

<4E 5.3.845 :A8->5>?..0;

.2:0 9.:.0) @= 0> O
@D:1F@130 9.:.0:) @= 0> O " =12 ->@2
4J.6@6 46>@30 455>B4D51) O "" =12 =12:>3 =12 D131/.0 =12.>7Z

<DE 1?:01217 4::4?1;

12 021406130) @= 0> O "
4J.6@6 3@6D12 >/ 021406130:) <0B1591E =12 =12:>3 =12 D131/.0
=12.>7Z

<8E =118- 40->5>?..0;

4J.6@6 46>@30 455>B4D51) O "" =12 =12:>3 =12 D131/.0 =12.>7Z

<7E -.2>=2480>2;

4J.6@6 46>@30 455>B4D51) O "" =12 =12:>3 =12 D131/.0 =12.>7Z

#

17@80.D51; .5
""Q 21.6D@2:16130 >/ 0-1 214:>34D51 437 8@:0>642A 8-42?1 6471 DA 4
->:=.045

O "" 1912A 0-.20A):.J < E 8>3:18@0.91 6>30-:

@DH180 0> 0-1 =543 717@80.D51;

O " 1912A 0B130A)/>@2 < E 8>3:18@0.91 6>30-: =5@: O "" 5./10.61 64J.6@6 />2
8>30480 513:1: 21F@.217 0> 8>22180 9.:@45 48@.0A 0> "G " //180.91 I43@42A \$
"" \$ 8>9124?1 .38214:1: 0> O "" 1912A 0B130A)/>@2 < E 8>3:18@0.91 6>30-:

^) @35.6.017

#

17@80.D51; .5

J

4.:8 129.81:) ""Q >/ 5?.D51 -42?1:

4H>2 129.81:) "Q >/ 5?.D51 -42?1:

20->7>30.8 129.81:) "Q >/ 5?.D51 -42?1:

4J.6@6; 4.:8 129.81:; 35.6.017

4H>2 129.81:; O \$"" =12 8>91217 =12:>3 .3 4 84513742 A142 //180.91 I43@42A
\$ "" \$ 8>9124?1 .38214:1: 0> O \$ "" =12 8>91217 =12:>3 .3 4 84513742 A142

20->7>30.8 129.81:; O \$ "" 5./10.61 64J.6@6 =12 71=137430 8-.57 //180.91
I43@42A \$ "" \$ 8>9124?1 .38214:1: 0> O \$ "" 5./10.61 64J.6@6 =12 71=137430
8-.57

11 @.71; @22130 3042.> 13045 ::>8.40.>3 11 @.71 />2 131245
2480.0.>312:

D131/.0 =12.>7 .: 4 84513742 A142 <I43@42A 0> 1816D12 E

>9124?1 />2 A>@ 437 A>@2 71=137430: B.55 814:1 >3 0-1 1425.1:0 >/;

<4E -1 7401 A>@2 16=5>A6130 0126.3401:\$

<DE -1 54:0 74A >/ 0-1 6>30- .3 B-.8- A>@ 1425A 210.21 @3712 0-1 82.012.4
>/ A>@2 =13:.>3 =543 @=5.8401 8>9124?1 B.55 8>30.3@1 @3712 0-1
210.211 ?2>@= @30.5 A>@2 3>2645 210.216130 7401\$

<8E -1 54:0 74A >/ 0-1 6>30- >/ A>@2 3>2645 210.216130 7401\$ 7140-\$
8-43?1 .3 >:.0.>3\$ >2

<7E -1 0126.340.>3 7401 >/ 0-1 2>@= >302480

T # #
T

3 0-1 19130 >/ 0126.340.>3 >/ 16=5>A6130 437 0-1 6=5>A11 >2 >31 >/ -:
71=137430: .: 7.:4D517\$ 8>9124?1 B.55 8>30.3@1 />2 0-40 .37.9.7@45 =2>9.717
=216.@6: 421 =4.7 />2 @= 0> 3.310A < "E 74A:

>@2 2140)'1:0 ./1 7130./840.>3 8120./8401 :->B: 0-1 ?2>@= 437 .7130./840.>3
3@6D12 0> D1 @:17 >3 854.6: 437 8>221:=>371381

#

/ A>@ -491 :.6.542 D131/.0: 0-2>@?- 43A >0-12 .3:@212\$ 0-1 46>@30 =4A4D51
0-2>@?- 0-: D131/.0 =543 :-455 D1 8>>27.34017 :> 0-40 =4A6130 /2>6 455 8>9124?1:
:-455 3>0 1J8117 >31 -@37217 < ""QE =128130 >/ 0-1 455>B4D51 1J=13:1:

K T /

-1 D131/.0: 71:82.D17 D15>B 421 494.54D51 0> A>@ 0-2>@?- 2140)'1:0 ./1
J013717 1450- 131/.0:

1/12 0> 0-1 * @6642A >/ 131/.0:* />2 .3/>2640.>3 21?427.3? 21.6D@2:16130 >/
0-: D131/.0\$

; 4A6130 B.55 D1 6471 0>B427: 0-1 =@28-4:1 >/ 4 -142.3?
4.7 B-13 =21:82.D17 DA 4 5.813:17 =-A:.8.43 >2 -142.3? :=18.45.:0 5.?.D51
8-42?1: .385@71 0-1 8>:0 >/ 21=4.2: 437 .3.0.45 D40012.1: 1/12 0> A>@2
@6642A >/ 131/.0: />2 0-1 46>@30 437 /21F@138A >/ =4A6130 131/.0:
421 3>0 =4A4D51 />2 142 1J46.340.>3:\$ 01:0: >2 21=54816130 D40012.1:

"

; 4374?1: >2 :@2?.845 721::3?:\$
D5>>7 0243:/@:..>3:\$ =54:64\$ 247.@6 437 247.>480.91 ..>0>=1 021406130:
B-13 4@0->2.L17 .3 B2.0.3? DA 0-1 =40.130K: 400137.3? =-A:.8.43

; .813:17 ?2>@37 437 4.2 46D@54381 :129.81: <0-1
7.//121381 D10B113 0-1 ?>91236130 4?138A 455>B4381 437 0-1 8@:0>642A
8-42?1E

; 129.81: >/ 0-1 />55>B.3? 21?:.01217G8120./17
=2480.0.>312: @= 0> 0-1 64J.6@6: :->B3 >3 0-1 * @6642A >/ 131/.0:*
=4?1:;

<4E 5.3.845 :A8->5>?:.0:\$

<DE 4::1@2:) B-13 0-1 =40.130K: 400137.3? =-A:.8.43 4@0->2.L1: .3
B2.0.3? 0-40 :@8- 021406130 .. 3181::42A\$

<8E =118- 40->5>?:.0:) B-13 0-1 =40.130K: 400137.3? =-A:.8.43 >2
7130.:0 4@0->2.L1: .3 B2.0.3? 0-40 :@8- 021406130 .. 3181::42A\$ 437

<7E -.2>=2480>2:) D131/.0: 421 =4A4D51 >35A 4/012 0-1 433@45 64J.6@6
455>B4381 @3712 A>@2 =2>9.38.45 -1450- =543 -4: D113 =4.7

) ; 4A6130 B.55 D1
6471 />2 0-1 />55>B.3? 214:>34D51 437 8@:0>642A 8-42?1: .38@2217 />2
1612?138A 021406130 B-.51 024915.3? >2 016=>242.5A 21:..7.3? >@0:..71 0-1
6=5>A11K: =2>9.381 >/ 21:..71381\$ 437 B-.8- 421 .3 1J81:: >/ 0-1
=2>9.38.45 -1450- =543 455>B4381;

4E 2>>6 437 D>427 .3 4 5.813:17 ->:=.045 @= 0> B427 51915\$

DE ->:=.045 :129.81: 437 :@==5.1:\$ 437

8E 7.4?3>.: 437 021406130 DA 4 =-A:.8.43 >2 :@2?1>3

-.: =2>?246 =2>9.71: 617.845 4::..04381 0-2>@?- 4 B>257B.71 8>66@3.840.>3:
310B>2C\$ B-.8- >=12401: 0B130A)/>@2 < E ->@2: 4 74A -1 310B>2C 5>8401:
617.845 :129.81: 437 >D04.3: 2140)'1:0 ./1K: 4==2>945 >/ 8>91217 :129.81:\$

021406130 >@0:.71 43474 >2 0-1 46>@30 =4A4D51 @3712 0-.: =543 />2 8>6=424D51
021406130 .3 43474\$ =5@: 210@23 0243:=>2040.>3\$ B-.8-1912 .: 51::

-.: J013717 1450- 131/.0: ?2>@= 8>9124?1 7>1: 3>0 =4A />2;

<4E 129.81: 3>26455A =4.7 0-2>@?- 43A =2>9.38.45 ->:=.045 =543\$ 43A
=2>9.38.45 617.845 =543\$ '>2C12:K >6=13:40.>3 >427\$ >0-12
?>91236130 4?138.1: >2 43A >0-12 :>@281M

<DE 129.81: =2>9.717 .3 4 8-2>3.8 8421 >2 =:A8-.402.8 ->:=.045\$ 8-2>3.8
@3.0 >/ 4 ?131245 ->:=.045\$ -1450- :=4 >2 B-13 4 =40.130 .: 8>3/.317
0> 4 3@2:.3? ->61 >2 ->61 />2 0-1 4?17 437 2181.91: 3042.>
?>91236130 4:::04381 -.: 5.6.040.>3 7>1: 3>0 4==5A 0> 8-42?1:
/>2 :16.)=2.9401 488>66>740.>3M

<8E 13045 8421 <1J81=0 4: >@05.317 @3712 * 131/.0:*EM 437

<7E 1:0 8@21:\$ 024915 />2 -1450- 214:>3: >2 .3:@24381 1J46.340.>3:

'-13 2181.=0: <>2 D.55:E />2 455>B4D51 1J=13:1: 1J8117 0-1 717@80.D51 46>@30 <./
4==5.84D51E .3 43A D131/.0 =12.>7\$ >D04.3 0-1 -1450- 854.6 />26 /2>6 0-1
=>5.8A->5712 437 210@23 0-1 8>6=51017 />26 0> 0-1 =>5.8A->5712

55 2181.=0: <>2 D.55:E :->@57 D1 >3 0-1 =2.3017 510012-147 >/ 0-1 =12:>3\$ /26 >2
8>6=43A =2>9.7.3? 0-1 :129.81 437 6@:0 :->B 851425A;

<4E 461 >/ 0-1 =40.130M

<DE 1:82.=0.>3 >/ :129.81 =2>9.717 <72@? 854.6: 6@:0 .37.8401 0-1
=21:82.=0.>3 3@6D12\$ 3461\$:0213?0- 437 F@430.0A >/ 0-1 72@?EM

<8E 401<:E >/ :129.81 =2>9.717M 437

<7E 6>@30 8-42?17 />2 148- :129.81

'-13 A>@2 854.6 -4: D113 =2>81::17\$ 2140)'1:0 ./1 =4A6130 />2 0-1
4==2>=2.401 46>@30 B.55 D1 :130 0> A>@

0 .: :@??1:017 0-40 /4.25A :6455 2181.=0: />2 8>30.3@.3? .016:\$:@8- 4: 72@?:\$
:->@57 D1 488@6@54017 >912 4 214:>34D51 =12.>7 D1/>21 D1.3? :@D6.0017 />2

<DE 54.6 21.6D@2:16130 7.21805A /2>6 2140)'1:0 ./1 DA :@D6.00.3? 4
7104.517 ->:.045 488>@30 >2 =4.7 ->:.045 2181.=0 0> 0-1
=>5.8A->5712

\$ \$8120

-.: =543 =2>9.71: 4 9.:>3 D131/.0\$ @ = 0> 0-1 46>@30 437 /21F@138A :->B3 .3
A>@2 @6642A >/ 131/.0:\$ 0> A>@ 437 148- 15.?.D51 71=137430 />2 1A1?54::1:
</2461: 437G>2 513:1: .385@7.3? 8>30480 513:1:E\$ 437G>2 21=54816130 ?54::1:
=21:82.D17 4: 4 21:@50 >/ 43 1A1 1J46.340.>3 DA 4 5.813:17 617.845 7>80>2\$
>=-0-456>5>?.:0 >2 >=0>6102.:0 437 =@28-4:17 B-.51 8>9124?1 .: .3 />281

-1 D131/.0 64A 45:> D1 @:17 />2 8-42?1: .38@2217 0> 21=4.2 1J.:0.3? ?54::1:
</2461: 437G>2 513:1:E

1&12 21- 0

A1?54::1: 6@:0 D1 =@28-4:17 437 21=4.2: 6471 />2 A>@2 @:1 >2 0-1 @:1 >/ 4
218>?3.L17 71=137430 -1 8120./8401 >/ 8>9124?1 .: 3>0 0243:/124D51

7%, 01- 0

<4E -1 8>:0 >/ 0-1 1A1 1J46.340.>3 .: 3>0 8>91217 <1A1 1J46.340.>3:
->B1912\$ 64A D1 8>91217 @3712 A>@2 D4:.8 =2>9.38.45 ?>91236130
-1450- =543EM

<DE 37@:02.45 :4/10A ?54::1:M

<8E -42?1: />2 1J=13:1: 8>91217 DA ' \$ >2 43A ?>91236130
4?138A >2 0-.27 =420A

, 1&0

54.6 21.6D@2:16130 7.21805A /2>6 2140)'1:0 ./1 DA :@D6.00.3? 4 854.6 />26 0>
0-1 >5.8A->5712\$ 40048-.3? 4 =2.3017 2181.=0 /2>6 0-1 >=0>6102.:0 >2 >=0.8.43
:->B.3? 0-1 7401 >/ =@28-4:1 >2 21=4.2\$ 0-1 46>@30 8-42?17 437 0-1 3461 >/ 0-1
=12:>3 />2 B->6 0-1 =@28-4:1 B4: 6471 >2 0-1 :129.81 21371217

SCHEDULE "F" - DENTAL BENEFITS

The following provides a general description of the benefits available to you and your eligible dependants under this dental plan. A complete list of the specific procedures (and applicable limitations) can be found in the Master Contract held by the Employer.

Payment for eligible benefits will be based on the Dental Association Fee Guide applicable to your group plan.

Refer to the Summary of Benefits for information regarding any deductible, co-payment or maximum benefit amounts.

Benefits

BASIC SERVICES

Examinations - includes complete examinations and recall oral examinations once every six (6) months for persons up to and including age twelve (12) and once every six (6) months for persons over age twelve (12).

Consultations - with patient or with another dentist

Radiographs - includes complete series every twenty-four (24) months, panoramic films and posterior bitewing radiographs once every six (6) months for persons up to and including age twelve (12) and once every six (6) months for persons over age twelve (12).

Diagnostic Services - includes bacteriologic cultures, biopsy and cytological examination

Preventive Services - includes prophylaxis (cleaning), fluoride treatment, oral hygiene instruction once every six (6) months for persons up to and including age twelve (12) and once every six (6) months for persons over age twelve (12), pit and fissure sealant, and space maintainers

Fillings

Extractions - includes root extractions

Anesthesia

Endodontic Services - includes root canal therapy, periapical and emergency services

Periodontic Services - includes periodontal surgery, scaling, root planing and occlusal equilibration

Denture Repairs, minor adjustment, repair/rebasing

Surgical Services - includes surgical incision/excision and frenectomy

In-office and Commercial Laboratory Charges - when applicable to the covered benefit

MAJOR SERVICES

Complete and/or Partial Dentures - (once every five (5) years)

Major Denture Adjustments

In-office and Commercial Laboratory Charges - when applicable to the covered benefits

Restorative Services - includes post/core, crowns, inlays/inlays and gold foil restorations

Fixed Prosthodontics Services - (once every five (5) years) - includes bridgework

In-office & Commercial Laboratory charges - when applicable to the covered benefits

Orthodontic (for dependant children to age 18)

Orthodontic Services - includes observation, adjustments, orthodontic appliances, major orthodontic treatment

In-office and Commercial Laboratory Charges - when applicable to the covered benefits

Orthodontic Treatment: Prior to the commencement of orthodontic treatment, your dentist should prepare a report outlining the details with respect to malocclusion, diagnosis, proposed treatment and applicable fees. This treatment plan should be forwarded to Great-West Life for review to establish the extent of the payable benefit

Predetermination of Benefits and Alternate Benefit Provision - Crowns, Bridgework, Dentures

Prior to beginning dental treatment which will involve the use of crowns, bridgework and/or dentures and which is expected to cost \$300 or more, you must obtain from your dentist and submit to Great-West Life, a treatment plan

5 44 #

-.: 543 .: 8>6=2.:17 >/ 0B> =420;;

->20 126 38>61 2>0180.>3 543

\$ >3? 126 38>61 2>0180.>3 543

J -.: .: 4 =543 71:82.=0.>3 437 /.345 7104.5: >/ 0-1 >3? 126 38>61
2>0180.>3 543 B.55 D1 :@DH180 0> 4881=04D.5.0A >/ 0-1 .3:@24381 8>6=43A

-1 6=5>A12: B.55 D1 21:=>3:.D51 21:=180.915A >35A />2 0-1 42243?.3? >/ 4
8>302480 0> =2>9.71 D131/.0:\$ D@0 0-1 /.345 0126: >/ 0-1 =543 B.55 D1 />@37 .3 0-1
4:012 >302480 4: 0-1 ?>9123.3? 7>8@6130

-1 =543 21/5180: 0-1 8>9124?1 4: >@05.317 .3 0-1 1816D12 \$ " =543
7>8@6130 B.0- 0-1 131/.0: 2>9.712 437 455 /@0@21 461376130:

SECTION D

LONG TERM DISABILITY PLAN

13. ELIGIBILITY

All permanent Seniority Employees who are members of an eligible Employee group who have not attained age sixty-five (65).

14. EFFECTIVE DATE OF BENEFITS

Your coverage will become effective on your date of eligibility, provided you are actively at work on a full-time basis. If you are not actively at work on the date insurance would normally commence, coverage will begin on your return to work full-time for full pay.

15. LONG TERM DISABILITY BENEFITS

The Long Term Disability insurance provides income security should you become totally disabled prior to age sixty-five (65) due to a sickness or injury which totally disables you over a long period of time. The plan provides you with coverage on and off the job.

16. MONTHLY BENEFIT

Your monthly benefit is equal to sixty-six and two thirds percent ($66 \frac{2}{3}$ %) of your normal monthly earnings which are defined as your Standard Rate multiplied by the regular hours per week and excludes overtime pay. For Employees on twelve (12) hour shifts, the monthly benefit is equal to sixty-six and two thirds percent ($66 \frac{2}{3}$ %) of your monthly earnings which are defined as your Standard Rate multiplied by forty (40) hours per week and excludes overtime pay. This amount is reduced by any income payable to you as a result of your disability from any of the following sources:

- (a) Any other group insurance disability benefits arranged through the Employer or any professional association;
- (b) Retirement benefits from the Employer or a governmental plan;
- (c) Governmental disability benefits;
- (d) Workmen's Compensation benefits; and

- (e) Canada or Quebec Pension Plan benefits (excluding benefits for dependants and automatic adjustment due to cost of living index while receiving benefit).

If you are receiving other disability income, the monthly benefit under this plan will be reduced so that disability income you receive from all sources does not exceed eighty percent (80%) of your regular monthly earnings at the time you became disabled.

17. TERM OF BENEFITS

The benefits commence six (6) months from the date that disability began, which shall include the period of payment under the terms of the short term income protection plan. Proof of disability must be submitted within six (6) months following the Qualifying Period.

Following the Qualifying Period you will receive a monthly income until the earlier of:

- (a) Attainment of age sixty-five (65);
- (b) Cessation of total disability;
- (c) Attainment of date of retirement; or
- (d) Death

18. DEFINITION OF TOTAL DISABILITY

Total disability means that you are unable, because of sickness or accident, to perform the duties of your regular occupation. This definition applies for the first twenty-four (24) months of payments. After this time, the inability to perform any occupation for which you are reasonably fitted by training, education or experience will constitute total disability.

It is not required that you be confined to home, but you must be under the regular care of a physician.

19. RECURRENT DISABILITIES

A recurrence of total disability due to the same or related causes will be treated as the same disability unless the member returned to work full time for more than:

- (a) One (1) year, if satisfying the Qualifying Period, or
- (b) Six (6) months, if receiving the disability benefits.

20. REHABILITATIVE EMPLOYMENT

If during the first twenty-four (24) months of payments you are able to engage in some work and earn some income, the plan will continue to pay you a reduced basis. The benefit amount will be reduced by fifty percent (50%) of the wages or earnings which you receive from such employment during this twenty-four (24) month period.

Your income from all sources during this period of rehabilitative employment must not exceed ninety percent (90%) of your basic wages from your normal occupation immediately prior to your total disability.

21. WAIVER OF PREMIUM

Premiums falling due within a period when benefits are payable are waived.

22. TERMINATION OF EMPLOYMENT

Your Long Term Disability benefit terminates when you terminate your employment. If you are disabled at the time of termination you may still be eligible for Long Term Disability benefits in accordance with the provisions of the plan.

23. EXCEPTIONS AND LIMITATIONS

Benefits are not payable for the following:

- (a) A disability where you are not under continuing medical supervision and treatment;
- (b) A disability caused by intentionally self-inflicted injuries or illness while sane, or self-inflicted Injuries or illness while insane;
- (c) A disability resulting from insurrection, war, service in the armed forces of any country, or participation in a riot;
- (d) Pregnancy related disabilities during any period you are on pregnancy leave of absence to which you are entitled under

applicable provincial statutes or mutually agreed to by you and the Employer;

- (e) Alcoholism, drug addiction or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively Supervised by a rehabilitation centre or provincially designated institution; and
- (f) If your disability is due to a nervous, mental, psychological or emotional disorder, payments will not be made unless you are under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

24. COST OF THE PLAN

The premiums will be paid in full by the Employer.

25. TAXABILITY OF BENEFITS

Because the premiums are paid by the Employer, all benefit payments from the plan during a period of disability are considered as taxable income.

26. CLAIMS

To make a Long Term Disability claim, obtain a claim form from the Employer's Human Resources Department, have your doctor complete the form and return it to the Employer's Human Resources Department.

In order to be eligible for payment, claims must be submitted no later than six (6) months following the Qualifying Period.

