

COLLECTIVE AGREEMENT

BETWEEN

WEST COAST HURON ENERGY INC.
(Goderich Hydro)

OF

THE TOWN OF GODERICH

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 2478

JUNE 1, 2011 - MAY 31, 2014

INDEX

<u>ARTICLE</u>	<u>NUMBER</u>	<u>PAGE</u>
ALLOWANCES	16	12
ARBITRATION	7	6
EMPLOYER RIGHTS	3	3
COVERAGE AND PURPOSE	1	3
DURATION	20	14
GENERAL	17	13
GRIEVANCE PROCEDURE	6	5
HEALTH PLAN	12	10
HOURS OF WORK AND OVERTIME	8	7
JOB POSTING	14	11
LEAVE OF ABSENCE	15	11
PENSION AND INSURANCE PLAN	13	10
RECOGNIZED HOLIDAYS	9	8
SENIORITY	5	4
SICK LEAVE PLAN	11	9
UNION DUES	4	4
UNION RECOGNITION	2	3
VACATIONS	10	9
WAGE RATES AND CLASSIFICATIONS	18	13
 SCHEDULE "A"		14
SCHEDULE "B" - SICK LEAVE PLAN		15

A G R E E M E N T

This Agreement

Between: West Coast Huron Energy Inc. (Goderich Hydro)
(Hereinafter referred to as the "Employer")
of the First Part

And: Canadian Union of Public Employees, and its Local No. 2478
(Hereinafter referred to as the "Union")
of the Second Part

ARTICLE 1 - COVERAGE AND PURPOSE OF THIS AGREEMENT

- (a) This Agreement shall apply to all employees of the Employer, save and except superintendents, employees above rank of superintendents, secretary to the President/Secretary, students employed during school vacation and temporary special work project employees.
- (b) The Purpose of this Agreement is to provide a harmonious relationship between the Employer and the employees and to provide an amicable method of settling any difference which might possibly arise.
- (c) A part-time employee is one who is employed on a regular basis for not more than twenty-one (21) hours per week.

ARTICLE 2 - UNION RECOGNITION

- (a) The Employer hereby recognizes the Union as the sole collective bargaining agent for all employees covered by Article 1 in respect to hours of work, wages and working conditions.
- (b) All employees of the Employer who are members of the Union shall remain members of the Union according to the Constitution and by-laws of the Union. All new employees shall become and remain members of the Union within thirty (30) days of employment.

ARTICLE 3 - EMPLOYER RIGHTS

- (a) The Union agrees that the Employer has the exclusive right to manage its business and direct the working forces, including the right to make, amend and enforce such rules and regulations as shall from time to time be required: a copy

of such new or amended rules shall be forwarded to the local secretary of CUPE, Local 2478.

- (b) The Employer agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this agreement and subject to the right of an employee to lodge a grievance as set forth herein.
- (c) It is recognized that the Employer Administration is responsible for the safety, health, comfort and general welfare of the citizens, therefore, the employees recognize they must be prepared at all times during the day or night to assist in carrying out the services of the Employer.

ARTICLE 4 - UNION DUES

- (a) The Employer shall deduct from the first pay of the first full month of employment of each employee, after thirty (30) days from hiring, whether a member or non-member, a sum equivalent to the current monthly dues of the Union, and remit same to a duly authorized officer of the Union.
- (b) The Employer agrees to remit the sums so deducted no later than the fifteenth (15th) day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made.
- (c) In consideration of the deduction and forwarding service by the Employer, the Union agrees to indemnify and save the Employer harmless for any claim or liability arising out of or resulting from the collection and forwarding of these dues.

ARTICLE 5 - SENIORITY

- (a) Seniority shall be defined as the length of continuous service a regular employee has established with the Employer from the most recent date the employee entered the employ of the Employer. All things being equal, seniority shall be the basis for promotions, lay-offs, rehiring and transfers.
- (b) When a new employee is hired, such employee shall be on probation for a period of six (6) months, during which time he or she shall not have recourse to the provisions of this collective agreement. Employees retained past the six (6) month probation period shall be deemed satisfactory and placed on the Seniority List and credited with seniority from the first date of hiring. Probationary employees may be dismissed at the sole discretion of management.
- c) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list and up-to-date classification list shall be sent to the Union and posted on all bulletin boards in January of each year.

- (d) A regular employee shall not lose seniority rights if absent from work because of lay-off, or leave of absence approved by the Employer, for a period up to a maximum of one (1) year.
- (e) A regular employee shall lose seniority rights and have his or her name removed from employment records if he or she:
 - (i) retires
 - (ii) resigns
 - (iii) is discharged and not reinstated through the grievance/arbitration procedure
 - (iv) is absent from work for three (3) working days without notification to the employer, unless a satisfactory explanation is provided for this absence
 - (v) fails to report for work within five (5) working days following recall after a lay-off unless a satisfactory explanation is provided for this failure
 - (vi) is absent from work because of lay-off or leave of absence for a period greater than one (1) year.

ARTICLE 6 - GRIEVANCE PROCEDURE

- (a) Complaints and grievances shall be dealt with in the following manner and all grievances must be in writing and filed within fourteen (14) working days of the alleged grievance.

Step 1: The employee, accompanied by a Steward if the employee wishes, may take the matter up with the department head; failing settlement at this stage, within two (2) working days, the employee may immediately proceed to Step 2.

Step 2: The employee, accompanied by a Steward and/or Representative of the Union, may take the matter up with Representatives of the Employer; failing a settlement at this stage, within fifteen (15) working days the matter may then be referred to arbitration as per Article 7 of this Agreement.

- (b) Decisions shall be in writing at all steps.
- (c) Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, Step 1 of this Article may be bypassed and such grievance submitted at Step 2 within ten (10) working days of the occurrence.

- (d) A claim by a regular employee that he or she has been suspended or discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the manager within two (2) working days after notice by management to the Union Steward of the suspension or discharge.
- (e) Such special grievances may be settled by confirming the employer's action, or by reinstating the employee with full seniority and compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or arbitrator if the matter is submitted to arbitration.
- (f) Time limits in this Article may be extended by a mutual agreement in writing between the Union and the Employer.

ARTICLE 7 - ARBITRATION

- (a) Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the submitting party's nominee to an Arbitration Board. The recipient of the notice shall within five (5) working days inform the other party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint a nominee, or if the two nominees fail to agree upon a chairman within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the chairman governs. The Arbitration Board shall not make any decision inconsistent with the provisions of this agreement nor alter, modify or amend any part of this agreement, but shall only consider the question in dispute. No matter shall be submitted to arbitration which has not been properly lodged and carried through all previous steps of the Grievance Procedure. The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the Arbitration Board shall be final and binding upon all parties concerned.
- (b) The parties may mutually agree to a single arbitrator.
- (c) The parties may mutually agree to utilize the services of a grievance mediator prior to proceeding to arbitration.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

- (a) This section provides the basis for establishing work schedules and for the calculation and payment of overtime, but shall not be read or construed as a guarantee of hours of work per day or week or a guarantee of days of work per week.
- (b)
 - (i) The normal work week of office employees shall be thirty-five (35) hours per week consisting of five (5) days of seven (7) hours each from Monday to Friday inclusive.
 - (ii) Part-time office employees shall work the hours scheduled by the Employer which shall normally be during the normal hours worked by full-time office staff.
- (c) The normal work week of non-office employees shall be forty (40) hours of work per week consisting of five (5) days of eight (8) hours each from Monday to Friday inclusive.
- (d) Due to the nature of its operations the Employer may require employees to work overtime. Payment for such overtime shall be at double time.
 - (i) Double time will be paid for time actually worked on recognized holidays, in addition to normal holiday pay.
- (e) After notice to and discussion with the Union, the Employer may establish:
 - (i) regular shifts, including weekend work, in which case the overtime premiums provided for Saturday and Sunday as such shall not apply to Saturday or Sunday, but shall apply to the sixth (6th) and seventh (7th) days worked; and
 - (ii) shift other than the day shift, Monday through Friday. In the event the shifts are instituted, an employee shall receive a premium of fifty cents (50¢) per hour for all hours worked if the majority of hours of the shift are worked between 2200 and 0700 hours.
- (f) There shall be no pyramiding of premiums under this agreement.
- (g) For the purpose of this section, a day shall be defined as commencing at 0001 hours to 2400 hours. An employee required to report for work not continuous with assigned hours shall be paid a minimum of two (2) hours for each of the first two (2) call-outs in each day at the appropriate overtime rate according to section (d) of this Article, providing he or she has returned home between any two (2)

such call-outs in one (1) day. If an employee is required to report for a third or more call-outs, he or she will be paid the lesser of:

- (i) a minimum of two (2) hours for each additional call-out at the appropriate overtime rate, or
- (ii) the appropriate overtime rate commencing at return from the second call-out, excluding regular shift or planned overtime.

When an employee has completed call-out work, he or she will be allowed to return home, provided he or she has checked to ensure that additional calls have not been received.

- (h) Employees detailed to remain on weekly on-call shall receive one hundred and seventy-five dollars (\$175) effective June 1, 2011 and one hundred and eighty five dollars (\$185) effective June 1, 2012, and one hundred and ninety five dollars (\$195) effective June 1, 2013.
- (i) Employees detailed to remain on-call on a recognized holiday shall receive an additional thirty dollars (\$30) per day.
- (j) Coffee Breaks: All employees shall be allowed two fifteen (15) minute coffee breaks during each work day at the discretion of the Supervisor. Most of the coffee breaks will be in the lunch room. The meter reader may have his coffee in a coffee shop. A project is not to be shut down for a coffee break; however, if the staff is doing service that involves frequent trips between the service centre and work projects, there are no objections to having that coffee break in the lunch room. It will be up to the Supervisor to make the decision.

ARTICLE 9 - RECOGNIZED HOLIDAYS

- (a) Each employee shall be entitled to the following paid holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day if it falls during a normally scheduled work day, Monday to Friday, or if it falls on a Saturday or Sunday, a floating holiday will be substituted on a mutually agreeable day, one half (1/2) day before Christmas Day, Christmas Day and Boxing Day, one half (1/2) day before New Year's Day, provided the employee works the regularly assigned day immediately preceding and succeeding the day of observance of the holiday, unless excused by Management.
- (b) In the event of any of the above named holidays falling on a Saturday and/or

Sunday and not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this agreement unless otherwise agreed to by the parties.

- (c) In the event of any of the above named holidays falling during an employee's vacation, he or she shall receive an extra day's vacation with pay.
- (d) Part-time shall receive the recognized holidays specified in Article 9 (a) and shall be paid in accordance with the E.S.A. as amended from time to time.

ARTICLE 10 - VACATIONS

- (a) An employee shall be granted vacation with pay on the following basis, with service as of June 30th in the calendar year of the vacation:

<u>SERVICE</u>	<u>VACATION</u>
Up to 1 year's service	1 working day per month to a maximum of 10 days
After 1 year's service	2 weeks
After 4 year's service	3 weeks
After 8 year's service	4 weeks
After 15 year's service	5 weeks
After 21 year's service	6 weeks

- (b) Vacation times shall be set by the employer, who shall take into consideration the wishes of the employees, and subject to the exigencies of the operation, the employer will endeavour to schedule two (2) weeks of vacation for each employee who so desires, through the months of July and August.
- (c) Part-time shall receive vacation consistent with the E.S.A.

ARTICLE 11 - SICK LEAVE PLAN

The Sick Leave Plan as specified in detail in Schedule "B" is attached to and forms part of this Agreement. This Article shall not apply to part-time employees.

ARTICLE 12 - HEALTH PLAN

- (a) The Employer agrees to pay one hundred percent (100%) of the cost of a Health Plan consisting of Dental Plan based on the current year ODA fee schedule, Employer Health Tax (EHT) and Hospitalization Semi-private, Extended Health Benefit (Professional Services, Orthotics and Hearing Aids to a maximum of \$550 each per year and additional \$50.00 to \$600.00 effective June 1, 2012 and an additional \$50.00 to \$650.00 effective June 1, 2013.), and Long Term Disability Plans (LTD monthly maximum \$5000), and a Vision Care Plan to provide \$380, effective June 1, 2011 and an additional \$5.00 to \$385.00 effective June 1, 2012 and an additional \$15.00 to \$400.00 effective June 1, 2013 and a separate eye exam \$75, effective June 1, 2009 and \$100.00 effective June 1, 2011 for each employee and family member every twenty-four (24) months. This Article shall not apply to part-time employees.

Effective June 1, 2006 - The Employer shall continue to pay for Extended Health Care, Vision and Dental for retirees who are 55 years of age or older, to age 65, provided they have been employed by the Goderich P.U.C./Goderich Hydro for 23 years or more.

- (b) Part-time employees shall receive a premium in lieu of the benefits described in Article 11 and 12(a), (c) and (d) of this Collective Agreement as follows:

effective June 1, 2011	7%
effective June 1, 2012	8%
effective June 1, 2013	9%.

- (c) Dental-includes major restorative coverage to a maximum of \$1,500.00, premiums to be paid as follows:

June 1, 2011 50% Employer and 50% Employee
June 1, 2012 50% Employer and 50% Employee
June 1, 2013 100% Employer.

- (d) Orthodontic Coverage-child only, \$1,500.00 lifetime coverage, 50% co-insure. Premiums 100% paid by Employer.

ARTICLE 13 - PENSION AND INSURANCE PLAN

- (a) As a condition of employment, all employees must, in their first full month of service, participate in the Pension Plan as agreed between the parties.
- (b) The Employer will provide and pay for Life Insurance to the value of one and one-half (1½) times the employee's wage or salary.

ARTICLE 14 - JOB POSTING

- (a) When vacancies occur within the bargaining unit, or new jobs are created within the bargaining unit, these positions shall be posted on the bulletin board, accessible to all employees, for a period of five (5) working days, during which time present employees shall have the opportunity of applying before outsiders are considered. During the posting period, the Employer may fill a vacancy on a temporary basis.
- (b) Such notice shall contain the following information: nature of position, qualifications, required knowledge and education skills, shift, wage rate and range.

ARTICLE 15 - LEAVE OF ABSENCE

- (a) Leave of absence without pay, and without loss of seniority, may be granted upon written request to the Employer by any one employee concerned or by any one employee elected or appointed to represent the Union at union conventions, provided such absence does not interfere with Employer work.
- (b) A regular employee will be allowed up to three (3) consecutive days' leave of absence with pay in the event of the death of his or her father, mother, brother, sister, spouse, child, father-in-law or mother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, brother-in-law, sister-in-law, grandparents-in-law.
- (c) Such leave shall be for the purpose of making arrangements for and/or attending the funeral. Only that portion of the said three (3) days that would otherwise have been regular time worked will be paid.
- (d) In the event of the death of any other relative or member of the staff, time off to attend the funeral may be granted, not to exceed one-half (1/2) day. Additional time, if requested, may be granted for making arrangements or travelling time.
- (e) Regular employees who are required to serve as jurors or subpoenaed crown witnesses in any court shall be granted leave of absence for this purpose. Such leave will not constitute a break in service for the calculation of his or her jury or witness service. Such employee shall present to the President/Secretary a satisfactory certificate showing the period of such service. Such employee will be paid his or her full wage for the period of such jury or witness service, provided he or she shall deposit with the Employer the full amount of compensation received, excluding mileage and travelling expense, and an official receipt thereof.
- (f) An employee shall be granted pregnancy and/or parental leave in accordance with the Employment Standards Act with no loss of seniority.

ARTICLE 16 - ALLOWANCES

Tools and Clothing

The Employer will provide the Hydro and Meter employees with gloves, hard hats and winter liners, rubber boots, safety glasses, and rain wear. The Employer shall also pay these employees a safety boot allowance and related items such as, but not limited to laces, insoles and toe caps, 100% up to a maximum of \$250 effective June 1, 2005 upon receipt of a dated sales slip.

Relieving in a Higher Classification

- (a) When an employee is detailed by his/her supervisor to relieve in a position of higher rating for eight (8) hours or more, such employee shall receive an additional sixty cents (60¢) per hour, effective June 1, 2001 and eighty cents (80¢) per hour, effective June 1, 2002.
- (b) When an employee is detailed to relieve in a position of lower rating, such employee shall continue to receive normal pay.
- (c) Three (3) employees will be paid at standard daily rate, up to a maximum of of twenty-four (24) hours for each employee per contract, for normal time spent in processing grievances and in negotiations with Employer representatives up to but not including arbitration.
- (d) Employees who are required to use their private cars on Employer business will be paid according to Schedule "C" of West Coast Huron Energy Inc. policy.
- (e) Three hours overtime is necessary in order to qualify for an overtime meal allowance, the amount of which cannot exceed twelve dollars (\$12). Planned overtime is excluded from the overtime meal allowance.

ARTICLE 17 - GENERAL

(a) Inclement Weather

During cold or inclement weather, the Employer will endeavour to supply work or training to employees normally working outside. It is understood that the Employer will decide whether or not work is to be performed outside.

(b) No Discrimination

The Employer and the Union agree there shall not be any discrimination practiced with respect to any employee by reason of Union activity on Employer time or property. Only such activity shall be permitted as is provided for in this agreement or otherwise in writing between the parties.

(c) Identification

The Employer will provide identification for employees required to enter on private property.

(d) Pay Period

The Employer shall pay wages bi-weekly, and on each pay day shall provide each employee with an itemized statement of his wages and deductions.

(e) Paging Devices

Employees on on-call duty will be provided with paging devices.

ARTICLE 18 - WAGE RATES AND CLASSIFICATIONS

The wage rates, classifications and progression procedures shall be as set out in Schedule "A" attached to and forming part of this agreement for purposes of payment of wages only.

ARTICLE 19

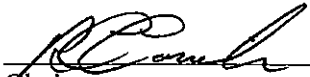
It is understood and agreed that additional benefits granted by the Employer in settlement of negotiations for this Collective Agreement satisfy the rebate requirements outlined in the Unemployment Insurance Act, 1971, Section 64(4) and the Ontario Hospital Insurance Commission Act.

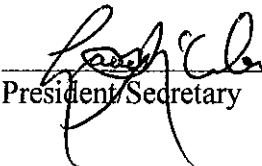
ARTICLE 20 - DURATION

This Agreement shall become effective on June 1, 2011 and such Agreement shall remain in effect until May 31, 2014, and from year to year thereafter, unless either party gives notice in writing to the other party within the ninety (90) day period prior to the expiry date, of its desire to alter or terminate same.

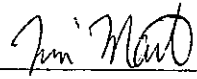
Signed this 11 th day of October 2011.


FOR THE EMPLOYER


Chair

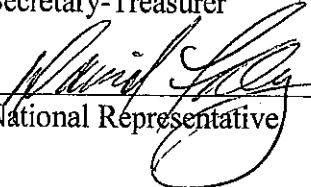

President/Secretary

FOR THE UNION


President


Vice President


Secretary-Treasurer


National Representative

SCHEDULE "A"
WAGE RATES AND CLASSIFICATIONS

All promotions from one classification to another will be made by the President/Secretary on recommendation from the superintendent and immediate supervisor.

LINE DEPARTMENT

Step - 0 55%	Step - 1 60%	Step - 2 70%	Step - 3 80%	Step - 4 90%	Journeyman 100%	Lead Hand 105%	Foreman 107%		
\$ 17.97	\$ 19.61	\$ 22.88	\$ 26.14	\$ 29.41	\$ 32.68	\$ 34.31	\$ 34.97	2%	June 01-2011
\$ 18.44	\$ 20.12	\$ 23.47	\$ 26.82	\$ 30.18	\$ 33.53	\$ 35.21	\$ 35.88	2.60%	June 01-2012
\$ 18.94	\$ 20.67	\$ 24.11	\$ 27.56	\$ 31.00	\$ 34.44	\$ 36.17	\$ 36.86	2.70%	June 01-2013

METER DEPARTMENT

METERMAN

Step - 0 55%	Step - 1 60%	Step - 2 70%	Step - 3 80%	Step - 4 90%	Journeyman 100%	Foreman 107%		
\$ 16.93	\$ 18.47	\$ 21.55	\$ 24.62	\$ 27.70	\$ 30.78	\$ 32.93		
\$ 17.37	\$ 18.95	\$ 22.11	\$ 25.26	\$ 28.42	\$ 31.58	\$ 33.79	2%	June 01 - 2011
\$ 17.84	\$ 19.46	\$ 22.70	\$ 25.95	\$ 29.19	\$ 32.43	\$ 34.70	2.60%	June 01 - 2012
							2.70%	June 01 - 2013

METER READER - HANDYMAN

Step - 0 55%	Step - 1 60%	Step - 2 70%	Step - 3 80%	Step - 4 90%	Step - 5 100%		
\$ 13.87	\$ 15.13	\$ 17.65	\$ 20.18	\$ 22.70	\$ 25.22		
\$ 14.23	\$ 15.53	\$ 18.12	\$ 20.70	\$ 23.29	\$ 25.88	2%	June 01 - 2011
\$ 14.62	\$ 15.95	\$ 18.61	\$ 21.27	\$ 23.93	\$ 26.58	2.60%	June 01 - 2012
						2.70%	June 01 - 2013

BUILDING CUSTODIAN

Step - 0 83%	Step - 1 89%	Step - 2 95%	Step - 3 100%		
\$ 16.37	\$ 17.55	\$ 18.73	\$ 19.72		
\$ 16.79	\$ 18.01	\$ 19.22	\$ 20.23	2%	June 01 - 2011
\$ 17.25	\$ 18.49	\$ 19.74	\$ 20.78	2.60%	June 01 - 2012
				2.70%	June 01 - 2013

SCHEDULE "A"
WAGE RATES AND CLASSIFICATIONS

OFFICE STAFF

Cashier Bookkeeper

Step - 0	Step - 1	Step - 2	Step - 3	
83%	89%	95%	100%	
\$ 23.30	\$ 24.98	\$ 26.67	\$ 28.07	
\$ 23.90	\$ 25.63	\$ 27.36	\$ 28.80	2% June 01-2011
\$ 24.55	\$ 26.33	\$ 28.10	\$ 29.58	2.60% June 01-2012
				2.70% June 01-2013

Cashier Typist

Step - 0	Step - 1	Step - 2	Step - 3	
83%	89%	95%	100%	
\$ 20.94	\$ 22.45	\$ 23.97	\$ 25.23	
\$ 21.49	\$ 23.04	\$ 24.60	\$ 25.89	2% June 01-2011
\$ 22.07	\$ 23.67	\$ 25.27	\$ 26.59	2.60% June 01-2012
				2.70% June 01-2013

Sr. Billing Clerk

Step - 0	Step - 1	Step - 2	Step - 3	
83%	89%	95%	100%	
\$23.46	\$25.16	\$26.86	\$28.27	
\$24.08	\$25.82	\$27.56	\$29.01	2% June 01-2011
\$24.73	\$26.51	\$28.30	\$29.79	2.60% June 01-2012
				2.70% June 01-2013

NOTE:

- Step - 0 shall be for 6 months (probation period)
- Step - 1 shall be for last 6 months of year one.
- Step - 2 shall be for year 2
- Step - 3 shall be for year 3, etc.

SCHEDULE "B"

SICK LEAVE PLAN

- 1.(a) For every month of regular attendance an employee shall be entitled to a sick leave credit of one and one-half (1½) days per month and such credits shall be cumulative from month to month and year to year. From such credits shall be deducted the number of days which an employee is absent by reason of illness, but not by reason of injuries received in the course of duty.
- (b) Where an employee has been employed for more than two (2) years, the Employer may allow sick leave absence in excess of accumulated sick leave credits for not more than thirty (30) days at any one time, provided that this additional allowance for such sick leave absence shall be chargeable to and debited against future sick leave credits to which the employee may become entitled.
- (c) Monthly sick leave credit accrues to an employee on the first day of the month following each completed calendar month of service and is cumulative to an amount not exceeding two hundred and sixty (260) days for a period of continuous and unbroken service with the Employer.
2. An employee who has qualified for sick leave credit is entitled to sick leave at standard normal daily rate of pay. Overtime, extra pay, bonus or any other additional remuneration shall not be included in calculation of sick pay allowance.
3. An employee is not entitled to sick leave credits in any month that the employee is absent without leave for one (1) day or more.
4. An employee is not entitled to sick leave pay:
 - (i) if he or she fails to report absence from work on the first day of absence due to illness;
 - (ii) if he or she fails to file a sick leave certificate from his or her doctor if absence from work due to illness exceeds three (3) working days;
 - (iii) during a period of layoff;
 - (iv) during leave of absence granted without pay;
 - (v) during any absence immediately following annual vacation, unless a sick leave certificate from his or her doctor is filed;
 - (vi) notwithstanding the provision of paragraph (b) of this section, an employee claiming sick leave pay may be required to file a sick leave certificate for one (1) or more days of absence.

5. An employee loses cumulative sick leave credit and any benefits under this sick leave plan if he or she:
 - (i) is discharged from employment for cause.
6.
 - (a) Where an employee is absent due to an accident and is in receipt of Workers' Compensation and requests the Employer make up the difference between the amount of Workers' Compensation paid and salary, the difference shall be charged against sick leave credits to the limit of such accrued credits.
 - (b) Sick leave credits under this sick leave plan shall continue to accrue to an employee during absence from work due to accident or illness not in excess of six (6) days per month.
 - (c) An employee who:
 - (i) is absent by reason of injury caused by another person, whereby sick leave credits are reduced or exhausted and records damages by way of action or settlement from such other person for such loss of sick leave credits, shall be entitled to repay to the Employer the sum so awarded so as to restore pro tanto sick leave credits to the position in which they were before the accident, computed according to the rate of remuneration at that time;
 - (ii) resigns or is discharged for cause and returns to employment by the Employer, shall be considered to be a new employee and shall not be entitled to re-establishment of any credits accumulated by reason of previous employment.

An employee who is absent from employment due to pregnancy or parental leave is not eligible for sick leave pay.

7.
 - (a) Only regular, assigned working days form a part of an illness period and only such working days shall be charged against an employee's cumulative sick leave credit.
 - (b) Paid holidays and regular days off do not form part of an illness period.
 - (c) An employee who is scheduled for vacation and takes ill prior to the starting of vacation shall have the right to reschedule his or her vacation at a time mutually agreeable to the Employer and the employee.

LETTER OF UNDERSTANDING

BETWEEN

WEST COAST ENERGY INC. (GODERICH HYDRO)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2478

It is mutually agreed and understood between the parties that for the purpose of part-time employees, the provisions of Article 13(a) and (b) do not apply except as per the regulations of OMERS as they relate to part-time eligibility.

This Letter of Understanding will be deemed part of and appended to the Collective Agreement and is subject to the Grievance and Arbitration procedures as necessary.

Signed this _____ day of _____, 2011.

FOR THE EMPLOYER

FOR THE UNION