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COLLECTIVE AGREEMENT
THE HAMILTON HARBOUR COMMISSIONERS
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 958
1994 - 1996

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1994 - 1996
COLLECTIVE AGREEMENT
BETWEEN
THE HAMILTON HARBOUR COMMISSIONERS
AND
CANADIAN UNION OF PUBLIC EMPLOYEES

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THIS AGREEMENT ENTERED INTO AS OF THE 26 day of July, 1994

B E T W E E N

THE HAMILTON HARBOUR COMMISSIONERS

HEREINAFTER REFERRED TO AS THE "Commissioners"

OF THE FIRST PART

A N D:

CANADIAN UNION OF PUBLIC EMPLOYEES

HEREINAFTER REFERRED TO AS THE "Union"

OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Hamilton Harbour Commissioners and their employees. It is the desire of both parties to co-operate in maintaining harmonious relationship between The Hamilton Harbour Commissioners and their employees and to provide an amicable method of settling grievances which may arise from time to time, bearing in mind that the Commissioners' business is a service business requiring reliable and continuous service performed with skill and efficiency.

ARTICLE 2 - RECOGNITION

2.01 The Commissioners recognize the Union as the sole collective bargaining agent for all of their employees working in the position classifications set forth in Schedule "A" hereto.

2.02 The Commissioners and the Union agree that the officers, agents and officials (including, but not limited to, Stewards) of Local 958 C.U.P.E. act on behalf of the Union.

ARTICLE 3 - NO STRIKES OR LOCKOUTS

3.01 The Union undertakes and agrees that during the life of this Agreement, and thereafter, during the period of negotiations for the renewal thereof, there will be no strike, sit-down, slowdown, or any suspension of, stoppage of, or interference with work or production against the Commissioners, and any employee or employees participating in any such action may be summarily discharged or otherwise disciplined. The Commissioners agree that during the life of this Agreement, and thereafter, during the period of negotiations for the renewal thereof, it will not engage in any lockout.

3.02 It is agreed by the Commissioners that should any employee represented by the Union suffer physical injury to his person as a result of crossing a picket line in the line of duty to comply with the provisions of Article 3.01 hereof, full compensation with respect to expenses arising from such personal injury shall be paid by the Commissioners where the injury is held by the Workmen's Compensation Board not to be compensable under the Workmen's Compensation Act.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Commissioners and the Union agree that there shall be no discrimination practised with respect to political or religious affiliations, sex, national origin, nor by reason of membership or non-membership in a labour union.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 Except as specifically modified by this Agreement, all management rights and prerogatives are retained by the Commissioners and remain exclusively and without limitation within the rights of the Commissioners. Without limiting the generality of the foregoing, the Commissioners' rights shall include:

- (a) The right to maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time, rules and regulations, policies and practices, to be observed by its employees; the right to discipline and discharge employees for just cause, provided that a claim of discipline or discharge without just cause may be the subject matter of a grievance and dealt with as hereinafter provided.
- (b) The right to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend and retire employees; selection of employees to positions excluded from the bargaining unit.

(c) The right to determine: ~~the~~ location and extent of its ~~operations~~ and their expansion or curtailment; ~~the~~ direction of the working ~~forces~~; ~~the~~ services to be furnished, ~~the~~ subcontracting of work; the schedules of work; ~~the~~ number of ~~shifts~~; ~~the~~ methods, processes and means of performing work; ~~job~~ content, quality and quantity ~~standards~~; the right to use improved ~~methods~~; ~~machinery~~ and equipment; overtime; ~~the~~ right to decide on the number of employees needed by the Commissioners at any time; ~~the~~ number of hours to be worked; starting and quitting time; ~~are~~ solely and exclusively the right of the Commissioners.

(d) The sole and exclusive jurisdiction over all ~~operations~~, buildings, ~~machinery~~, tools and equipment shall be vested in the Commissioners.

5.02 (a) If the Commissioners ~~will~~ give three months' written ~~notice~~ to an employee who will be displaced from employment as a result of the Commissioners ~~contracting~~ out work being performed by ~~him~~. Such employee ~~shall~~, within ten (10) working days from delivery of such ~~notice~~ by the Commissioners, elect in ~~writing~~, either:

- (1) to work such three months' ~~notice~~ period at his regular job and rate of pay and then have his employment ~~terminated~~, or, if practicable,
- (2) to exercise his ~~seniority~~ in accordance with and subject to the ~~seniority~~ provisions of this ~~Agreement~~.

5.02 (b) If the Commissioners give an employee less than three months ~~notice~~ referred to in paragraph (a) above, or ~~should~~ the Commissioners ~~terminate~~ the service of an employee prior to the end of the said three month ~~notice~~ period, the Commissioners ~~will~~ pay the employee the difference between the pay he would have earned during such three month period and the actual ~~monies~~ which he receives during such period.

5.02 (c) prior to the Commissioners giving the aforesaid three months ~~notice~~ to an employee, a ~~meeting~~ will be held between the Commissioners and the Union. At such ~~meeting~~ the Commissioners will advise the Union of their ~~reasons~~ for taking such action, and will also advise the Union which employee or employees will be displaced from employment as a result of ~~the~~ contracting out.

5.02 (d) Employees whose employment with the Commissioners is terminated as a result of such ~~contracting~~ out ~~will~~ receive:

- (1) One (1) day's pay for each full completed calendar month of service with the Commissioners. In the event that employment is obtained for such displaced employee, either with the sub-contractor or with another satisfactory employer, not later than one week after the end of the three month ~~notice~~ period, such employee shall be entitled to only one-half (1/2) of the severance pay provided in this paragraph 5.02(d)(1); provided, however, that should such employment be terminated by the new employer for other than just cause, within less than one year from its commencement, the remaining one-half (1/2) of such severance pay shall be paid by the Commissioners to such employee.

- (2) (a) ~~Ontario Health~~ Insurance and Major ~~Medical~~ fully paid for one year from his ~~termination~~ or ~~until~~ he joins another group, whichever ~~first~~ occurs;
(b) ~~His~~ group life ~~insurance~~ fully paid for one year from his ~~termination~~ or ~~until~~ he joins ~~another~~ group life plan, whichever ~~first~~ occurs;
(c) Pension payments for up to one year ~~from date~~ of termination subject to the following:

(i) If ~~the~~ employee ~~remains~~ unemployed for one year ~~from~~ termination with the ~~Commissioners~~, or part thereof, ~~the~~ Commissioners will pay ~~the full~~ cost of pensions for ~~such~~ year or such part thereof during which he is unemployed;

or

(ii) If the employee ~~obtains~~ other employment immediately upon ~~termination~~ or within one year thereafter (with or without the Commissioners' assistance), the ~~Commissioners shall be absolved from any~~ payment for pension ~~from the date~~ upon which he ~~obtains~~ employment. Upon obtaining employment, the employee ~~must~~ elect and ~~notify~~ the ~~Commissioners~~ within seven (7) days, in ~~writing~~, whether he will personally ~~take~~ over ~~full~~ pension payment for the ~~balance~~ of the year or ~~whether~~ he will discontinue pension participation altogether. If ~~the~~ employee ~~fails to so~~ notify ~~the~~ commissioners within ~~such~~ seven (7) day period, he shall be deemed to have elected to ~~discontinue pension~~ participation.

(iii) If the ~~Commissioners obtain a~~ satisfactory job for such employee, the employee must accept such job. If a dispute arises ~~between the~~ Commissioners and the employee as to whether such ~~other~~ job is satisfactory, such ~~question~~ shall be resolved by arbitration pursuant to ~~this~~ collective agreement. If the arbitration board ~~determines that~~ such job was not satisfactory, subparagraph (i) hereof applies. If the arbitration ~~board finds that~~ such job ~~was~~ satisfactory, subparagraph (ii) hereof applies from ~~the date~~ upon which such ~~other~~ job was made available to ~~the~~ employee.

5.02 (e) In the event the ~~displaced employee~~ elects to exercise his ~~seniority~~ in accordance with paragraph 5.02(a)(2) hereof and ~~displaces~~ another employee, such other ~~displaced~~ employee shall be entitled to ~~the~~ benefit of ~~the~~ provisions of ~~this~~ Article 5.02 except in ~~respect to the three~~ months ~~notice~~.

ARTICLE 6 - NEW EMPLOYEES

6.01 The Commissioners agree to give to new employees a copy of this agreement. The Commissioners and the Union will each pay one-half (1/2) of the cost of printing the Agreement.

ARTICLE 7 - CORRESPONDENCE

7.01 All correspondence ~~from the~~ Commissioners to the Union arising out of this Agreement or incidental thereto shall pass ~~from the~~ Commissioners' Port Director to the Secretary Treasurer of Local 958 of the Union and a copy thereof shall be sent to the President of the local. Such correspondence ~~from the~~ Union to the Commissioners shall pass from the Secretary-Treasurer of Local 958 of the Union to the Commissioners' Port Director. The Union shall furnish the Commissioners in writing with the names of the Secretary-Treasurer and the President of Local 958, and the address to which such correspondence is to be sent.

ARTICLE 8 - LABOUR MANAGEMENT MEETINGS

8.01 Bargaining Representatives

Either party to this Agreement shall have the right to request in writing a meeting with the representatives of the other party, one per month, for the purpose of discussing matters arising out of this Agreement. The party making the request shall accompany its request with an agenda of the matters it wishes to discuss in order that the other party may have an opportunity of obtaining information which may be necessary for a full discussion thereon. Such meetings shall be held at a time and place mutually agreed upon and as expeditiously as possible. A written reply to the matters raised at such meeting shall be given within three (3) weeks after the meeting,

8.02 Representatives of the Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing with or negotiating with the Commissioners pursuant to the provisions of this Agreement.

8.03 Notice to Officers

The Union agrees to advise the Commissioners in writing of the names of its officers, executive and negotiating committees upon their election or any change therein, and the Commissioners shall not be bound to recognize such personnel until they have received such notice.

8.04 It is understood that the stewards have their regular work to perform on behalf of the Commissioners. If it is necessary for a steward to service a grievance during working hours, he shall not leave his work without first obtaining the permission of his supervisor. If requested, he shall give a reasonable explanation why he deems such action is necessary. When resuming his regular work, he shall again report to his supervisor. In accordance with this understanding, the Commissioners agree to compensate a Union stewards for his regularly scheduled work time spent in servicing grievances of employees. The Commissioners reserve

the right to discontinue payment under this provision **should the privileges extended hereby, in the opinion of the Commissioners be abused, but before any action is taken, the Commissioners will give notice to the Union and discuss the matter with its representatives.**

ARTICLE 9 - SENIORITY

9.01 Seniority shall be **measured** by length of accumulated service with **the Commissioners.**

9.02 The Commissioners agree to **maintain a seniority list showing the date upon which each seniority employee's service commenced. An up-to-date copy of each seniority list will be sent to the Union in May of each year.**

9.03 Seniority for New Employees

Newly hired employees shall be considered probationary for a period not to exceed three (3) months from the **date of hiring. Employment of such probationary employee may be terminated at any time during this period of three (3) months without recourse to the grievance procedure. After completion of the probationary period, employees shall attain seniority and such seniority shall be computed from a date three (3) months prior to the date upon which such employee actually attains seniority.**

9.04 Temporary Employees

Temporary employees may be hired for continuous periods between May 15th and ~~September~~ 15th in each year but shall have **no seniority rights under this agreement and shall not receive the benefits set out in Article 21.00, 22.00, 23.00, and 24.00.**

9.05 Seniority Durine Absence

If an employee is absent **from work because of sickness, accident, lay-off or leave of absence, approved by the Commissioners, he shall not lose seniority rights, save and except as provided for herein.**

9.06 An employee shall lose his **seniority in the event:**

- (a) he is **discharged** for just cause and is not reinstated;
- (b) **he resigns;**
- (c) after a lay-off, he **fails to return to work after receipt of five (5) working days notice by registered mail to do so, unless such failure is due to sickness or other reason satisfactory to the Commissioners. It shall be the responsibility of the employee to keep the Commissioners informed of his current address. Upon request of the Union, the Commissioners agree to discuss a decision made under this Article 9.06(c).**

- (d) **an employee is absent from work without providing a reason satisfactory to the Commissioners or without consent of the Commissioners. Upon request of the Union, the Commissioners agree to discuss a decision made under this Article 9.06(d).**
- (e) **an employee fails to report for work at the termination of a leave of absence without providing a reason satisfactory to the Commissioners. Upon request of the Union, the Commissioners agree to discuss a decision made under this Article 9.06(e).**
- (f) **in the case of an employee with less than one year's seniority, he shall lose his seniority if he is laid off for a period of one (1) year; in the case on an employee with more than one year's seniority, he shall lose his seniority if he is laid off for a period of two (2) years or more.**

9.07 Notice to any employee under this Agreement shall be given by telegraph or prepaid registered post, addressed to the employee at his last address on file with the Commissioners, and such notice shall be deemed to have been given when delivered to the telegraph or postal authorities.

ARTICLE 10 - LAY-OFF AND RECALL

10.01 Both parties to this Agreement recognize that job security should increase in proportion to:

- (a) length of service,
- (b) present ability and qualifications.

Therefore, in the event of a lay-off or recall, the senior employee with the present ability and qualifications to do the work required will be given the preference.

10.02 No new employees will be hired until laid-off seniority employees with present ability and qualifications to do the work required have been given an opportunity of returning.

10.03 The Commissioners agree to give as much notice of lay-off as is practicably possible.

ARTICLE 11 - VACANCIES

11.01 (a) **The Commissioners agree to post permanent job vacancies within the bargaining unit for five (5) working days; during such five (5) working days, the Commissioners may temporarily fill the vacancy as they see fit, and thereafter, will consider the applications, if any, In the event the Commissioners fill the vacancy, they shall do so in accordance with Article 10.01 hereof; provided however, that if there are no suitable applicants, the Commissioners may hire a new employee to fill the vacancy. The job posting hereunder shall apply only in respect of the primary vacancy and the vacancy created by the filling of the primary vacancy, but shall not apply to subsequent vacancies thereby created.**

11.01 (b) **If the successful applicant's performance in the new position is unsatisfactory to the Commissioners, he shall be returned to his former classification at the current salary for such classification, without loss of seniority, and all other employees affected as a result of such return shall be returned to their former classification in like fashion.**

11.01 (c) **All applicants for job vacancies shall be notified in writing of the final disposition of their applications.**

11.01 (d) **Any employee covered by the Agreement who has given good and faithful service to the Commissioners and who through advancing years, or disablement, is unable to perform his regular duties, will be given the preference of any light work available provided there is a job opening and provided that such employee has the qualifications and the ability to perform all of the work in such job. Such employee will receive the salary payable at the time for the position to which he is assigned. The parties will mutually agree on any such assignment insofar as it might affect seniority.**

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 **"Grievance" shall mean a complaint or claim concerning unjust discipline or a discharge, or concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement.**

12.02 **The Union shall elect a grievance committee of three (3) members who shall be employees on the payroll of the Commissioners, The duties of the stewards shall be to assist employees in bringing their grievance to the proper representatives of the Commissioners in accordance with the grievance procedure contained herein.**

12.03 **The Union shall notify the Commissioners in writing of the names of the stewards and of the department or groups of departments each represents, and of any change in personnel of the stewards before the Commissioners shall be required to recognize them. The Union shall also furnish the Commissioners with a list of its officers, officials and agents.**

12.04 It is understood that the stewards have their regular work to perform on behalf of the Commissioners. If it is necessary for a steward to service a grievance during working hours, he shall not leave his work without first obtaining the permission of his foreman or his immediate superior. If requested, he shall give a reasonable explanation why he feels such action is necessary. When resuming his regular work, he shall again report to his foreman or his immediate superior.

12.05 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint.

12.06 No grievance shall be considered which was not presented within five (5) working days after the circumstances which gave rise to it, came to the attention of, or should have come to the attention of the employee concerned. The term "working day" as used in Article 12 and Article 13 of this collective agreement shall be deemed to mean a day other than Saturday, Sunday or one of the holidays listed in Article 20 hereof.

12.07 Grievances shall be adjusted and settled as follows:

STEP NO. 1

If an employee has a grievance he shall first and immediately, within five (5) working days, submit his grievance, in writing, to his Department Head in the department in which he works. If the employee wishes he may request the assistance of his steward. The Department Head shall, whenever practicably possible, give an immediate answer on the grievance to the employee, but in no event shall the answer be delayed beyond two (2) working days. The next step of the grievance procedure may be taken within three (3) working days of the Department Head's signing his written decision, but not thereafter. The written grievance herein referred to shall be in triplicate upon the grievance form which is annexed hereto as Schedule "C" to this Agreement and such written grievance shall be signed by the grieving employee and be fully completed in all respects.

STEP NO. 2

If the grievance is not settled up to this point, the grievance committee shall, within three (3) working days after written grievance to a Management Committee composed of not more than three (3) persons, one of which will be the Department Head. The Management Committee shall then investigate the grievance and together with other representatives of the Commissioners, shall meet within five (5) working days after receipt of such written grievance, with the grievance committee to attempt to settle the grievance. At such meeting, either the Commissioners or the Union may have such additional representatives present as the parties desire, and the griever or employee(s) concerned may be required to be present at the request of either party. The Management Committee shall render a decision in writing to the Union within three (3) working days of the holding of this meeting.

STEP NO. 3

If **final** settlement of the grievance is **not** completed at Step No. 2 above, the grievance may be referred by either party to a **Board** of Arbitration as **hereinafter** provided **within two (2) weeks from the Commissioner's decision at Step No. 3 above.** The party referring the grievance to arbitration shall be **restricted to the issues contained in the written grievance.**

12.08 In the case of a **Union** policy grievance or Commissioners' grievance, such **grievance** may be submitted to **the Commissioners or the Union, as the case may be,** in writing **within three (3) working days of the circumstances giving rise to the grievance and shall commence with Step No. 2** under **the grievance** procedure; however, it is expressly understood **that the provisions of this paragraph may not be used by the Union to institute a Complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not thereby be bypassed.**

12.09 A complaint or grievance which **has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the subject matter of a complaint or grievance.**

12.10 In the event of **any** alleged violation of the "**No Strike or Lockout**" article **hereof,** the aggrieved party may **cause the matter to be submitted to special arbitration and a special arbitrator may be appointed by the aggrieved party and the special arbitrator shall hold a hearing immediately or within twenty-four (24) hours of his being appointed. In such special cases all other provisions of the grievance and arbitration provisions of this Agreement are bypassed. The special arbitrator shall be any of the following:**

1. Howard D. Brown, Q.C.
2. **K.A. Hinnegan**
3. J.D. O'Shea, Q.C.
4. **Owen Shine**

If **no** arbitrator is available **from among the foregoing,** the parties shall immediately attempt to agree upon an arbitrator. If the parties are unable to immediately agree upon an arbitrator, who is available to hold a hearing immediately or **within twenty-four (24) hours,** the griever may request **the Minister of Labour for the Government of Canada to appoint as arbitrator a qualified person.**

12.11 **Failure to put a grievance in writing at Step No. 1 shall be deemed a complete waiver and abandonment of the grievance by the particular employee and by the Union. Any grievance not appealed from one step of the grievance procedure to the next and within the specified time limits as prescribed above, shall be considered settled on the basis of the Commissioners' last reply.**

12.12 A decision reached at any stage of the grievance procedure outlined above shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to reopening by any party except by mutual agreement. If the grievance is settled at Steps 1 or 2 of the grievance procedure, both the Commissioners' and the Union representatives who pass on the same as provided herein, shall sign the settlement as endorsed on the written grievance, so that no question or argument may arise as to what the settlement was. In addition, the aggrieved employee shall sign the settlement as so endorsed on the written grievance, acknowledging that he has read and understands the same and is bound thereby; provided further, in the event that the employee shall fail or refuse for any reason to sign such settlement, he shall nonetheless be bound by the same.

12.13 Any grievance not appealed from one step of the grievance procedure to the next within the specified time limits as prescribed above or from the last step of the grievance procedure to arbitration, shall be considered settled or abandoned.

ARTICLE 13 - ARBITRATION

13.01 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, or that an employee has been unjustly discharged or unjustly disciplined, either of the parties may, after exhausting the appropriate 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 first party's appointee to an arbitration board. The recipient of the notice shall within five days advise the other party of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) 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 an arbitrator, or if the two appointees fail to agree upon a Chairman within the time limited, then the Minister of Labour for the Government of Canada may appoint a qualified person to be Chairman, upon request of either appointee.

13.02 The Arbitration Board shall hear and determine the matter and shall issue a decision, which decision shall be final and binding upon the parties, and upon any employee affected by it, The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman shall govern.

13.03 The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement nor to adjudicate any matter not specifically assigned to it by the written grievance as filed at the initial step.

13.04 Each of the parties to this Agreement shall bear the expenses of the arbitrator appointed by it, and the parties hereto will jointly bear, share and share alike, the expenses of the Chairman of the Arbitration Board.

13.05 No matter may be submitted to arbitration which has not properly been carried through all previous steps of the grievance procedure. The provisions of this clause shall not be considered waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both parties.

ARTICLE 14 - DISCHARGE CASES

14.01 The Commissioners have the right to discharge an employee for just cause, and the Commissioners agree to advise the employee and the Union promptly in writing of the reason for such discharge.

14.02 An employee who feels he has been unjustly discharged shall be entitled to lodge a written grievance (in form specified in Step 1) at Step 2 of the grievance procedure, within three (3) working days from being notified in writing of the reason for such discharge, Step 1 of the grievance procedure shall be omitted in such cases.

14.03 Should the parties agree or should the arbitration board determine that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his regular straight time earnings.

ARTICLE 15 - SAFETY

15.01 The Union and the Commissioners shall cooperate in continuing the safety measures now in effect.

15.02 The Commissioners will make safety glasses and hard hats available when required by the employees' duties.

15.03 Where an employee's duties require that safety glasses be worn and where the employee elects to have prescription safety glasses provided instead of regular safety glasses. The Commissioners upon the Department Head's authorization will pay 100% of the cost of providing the employee with the first pair of prescription safety glasses. The employee shall pay any and all further costs thereafter. Such prescription safety glasses shall be purchased from a vendor designated by the Commissioners.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Leave of absence with pay and without loss of seniority will be granted upon request to the Commissioners, to employees elected or appointed to represent the Union for the purpose of attending to bona fide Union business. When such request is made, it will be

accompanied by a cheque from the **Union** payable to the Commissioners for the amount representative of the **wages** to be paid by the Commissioners for the time off requested. Such time shall not **exceed** a total of twenty-four (24) working **days per annum** in the aggregate during the term of **this Agreement**. **No more** than two (2) employees will be **granted** leave of absence under **this** provision, at the same time.

16.02 Any employee **who** is elected or **selected** for **full time** position with the **Union** will be granted leave of absence without pay **and** without loss of **seniority** by **the** Commissioners for a period of one year. Such leave **may be renewed** each **year** during **his term** of office.

16.03 The Commissioners may **grant** leave of absence **without** pay and without loss of **seniority** to **any** employee requesting **such** leave in writing.

16.04 Child Care Leave

A leave of absence under **this section** will be granted in **accordance** With **the** regulations prescribed in **the** Canada **Labour** Code, Part III, Division VII - Leave For Employees **With** **Child Care** Responsibilities.

ARTICLE 17 - PAYMENT OF WAGES

17.01 **The** Commissioners **will** pay salaries and wages in **accordance with** Schedule "A" attached hereto **and** forming part of **this** Agreement. **On** each payday, each employee **shall** be provided with **an** itemized statement of **his** wages **and** deductions. Payday shall be every **second** Thursday **and** employee' cheques will be available by 12:00 **noon**, **except** however, that in a pay week in which a **statutory** holiday occurs on a Monday, pay cheques will **be** available at 2:00 **p.m.**

17.02 Employees shall **upon** giving at least five (5) working days notice in writing, receive **on the** last **officeday** preceding commencement of their annual vacation, any **cheques** **which** may fall due during the **period of their** vacation.

17.03 Temporary Transfers

An employee **who** is **temporarily** transferred to a different job classification **within** the bargaining **unit**, shall be paid **while so** employed as follows:

- (a) If **the** transfer is for **the** convenience of the Commissioners, **and** if **the rate** of pay in the classification to **which** he is transferred is less **than** the employee's **regular rate** of pay, he shall receive **his regular rate** of pay.
- (b) If **the transfer** is for the convenience of the employee or to enable **the** employee to avoid lay-off, **and** if the rate of pay in the classification to which he is transferred is less **than** the employee's regular rate of pay, he shall receive such lesser rate.

- (c) If the **rate** of pay in the classification to **which** he is transferred is higher **than** the employee's regular **rate** of **pay**, he **shall** receive the rate **midway** between **his own rate** the **rate** for **the job** to which he is transferred for the **period** of five **(5)** working days. If at **the end** of **this time**, he displays, in the **opinion** of the Commissioners, satisfactory efficiency, **skill and ability**, **then** he **shall** receive the **rate** for **the** classification. If he fails to do **so**, then **he shall be returned to his** previous classification.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.01 The provisions of **this Article 18** shall not be **construed** to be a guarantee or limitation of the hours of **work** per day or per week.

18.02 The following are **the normal work weeks** for the **groups** of employees **named**:

Group 1

- 40 hours per week with **two (2)** consecutive days off
- overtime **pay** - time and one-half **the** employee's **regular** straight time hourly **rate**, exclusive of premiums, for hours **worked** in excess of forty in a **week**
- **no** employee **shall** be laid-off for the sole **purpose** of depriving **him** of overtime **pay**.

Group 2

- Labourer, **mechanical repairman**, boat **repairman**, maintenance man I, maintenance **man II**
- 5 **days**, 8 hours each, **Monday** to Friday
- overtime pay - **time and one-half** the employee's **regular** **straight time** hourly **rate**, exclusive of premiums, for hours **worked** in excess of eight in a **day**, forty in a week, **or** Saturday. **For** hours worked **on Sunday**, **two** times the employee's **regular** straight time hourly **rate**, exclusive of premiums.

Group 3

- Maintenance **Man I** - Radio Operator
- The normal weekly hours of **work** are based **on the** average of five **(5)** days of 8 consecutive hours **each** over the work schedule

Overtime pay - time and one half the **regular** straight **time** hourly rate exclusive of premiums, for hours worked in **excess** of forty in a week,

18.03 Employees will be allowed immediately prior to **ceasing work** each day a five minute wash up **period**.

18.04 Every employee **who** works **more** than **two (2)** hours overtime in a day, after completion of **his** normal work day **shall be** paid for all such work performed, plus **a** meal or **meal allowance** of **five (5) dollars** but **shall not be** paid for time **taken** to consume **such a meal**.

18.05 **Call-back**

Every employee called back from home to work outside **his** regular working hours (including **scheduled** statutory holiday lieu day) **shall be** paid for **all** such work **performed** with a **minimum** of **three (3)** hours pay at **overtime rates**. However, **when** such overtime is to commence **two hours** or less prior to **his regular schedule starting time** and he is **scheduled to** work through **and** complete **his** regular shift, **he** will be paid at **the overtime rate!** only for the actual **time** worked in **excess** of the normal work day. Call-back time shall **commence** on **reporting** back to work.

18.06 In no case will there **be** a duplication or pyramiding of daily and weekly overtime or **any** other premiums.

ARTICLE 19 - HOLIDAYS

19.01 Employees **with** **thirty (30) day's** employment **who** otherwise qualify hereunder, **shall be** paid for the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	

19.02 A holiday, referred to as a floater holiday, will **be** given by the **Commissioners**. Such holiday **will be** taken on the **3rd** Monday in **February** of each year.

19.03 If **an** employee who is **entitled** to the holiday is not scheduled to work **on the** holiday **and** does not work, **he** shall be **entitled to the** holiday pay provided hereunder. If **an** employee who is entitled to the holiday pay and is scheduled to work **on the** holiday and does work **as** scheduled, he shall **be** paid time and **one-half (1-1/2)** for all hours worked, in addition to the holiday pay provided hereunder, such employee may at **his or her** option **take a day off** with pay in lieu of the holiday pay. **The** Commissioners will endeavour to give **an** employee one (1) **week's** notice **that he** or **she** is required to **work** on a holiday.

19.04 In all other respects, the provisions of **Part IV** of the **Canada Labour Code** shall form part of *this* Agreement.

ARTICLE 20 - VACATIONS

20.01 Regular **non-seasonal** employees who have completed **one (1) year's** employment as of **May 31** of any year shall receive **two (2) weeks vacation, with** pay equal to four percent (**4%**) of the employee's wages for the year ended **May 31**.

20.02 Regular **non-seasonal** employees who have completed **three (3) years'** employment as of **May 31** of any year shall receive **three (3) weeks** vacation with pay equal to six percent (**6%**) of the employee's wages for the year ended **May 31**.

20.03 Regular **non-seasonal** employees who have completed **ten (10) years'** employment as of **May 31** of any year shall receive **four (4) weeks vacation,** with pay equal to eight percent (**8%**) of the employee's wages for the year ended **May 31**.

20.04 Regular **non-seasonal** employees who have completed **fifteen (15) years'** employment as of **May 31** of any year shall receive **five (5) weeks** vacation, with pay equal to **ten percent (10%)** of the employee's wages for the year ended **May 31**.

20.05 Regular **non-seasonal** employees who have completed **twenty-five (25) years'** employment as of **May 31** of any year shall receive **six (6) weeks vacation, with** pay equal to twelve percent (**12%**) of the employee's wages for the year ended **May 31**.

20.06 **Annual** vacations shall be taken at a time suitable to the Commissioners.

20.07 For the purposes of this Article 21, every twelve (12) months of completed employment shall constitute one (1) year's employment.

20.08 Notwithstanding anything contained herein, a regular **non-seasonal** employee who has performed at least **fifteen hundred (1500) hours of work** from **June 1** of the previous year to **May 31** of the current year shall receive at his option, in lieu of the **4%, 6%, 8%, 10%, or 12%** provided for herein, a **week's pay at his current rate** of pay for each week of vacation to which he is entitled. "Current rate of pay" shall be defined as the employee's regular straight time rate of pay as of **May 31** of the current year, exclusive of any premiums.

20.09 An employee who has performed less than 1500 hours of work from **June 1** of the previous year to **May 31** of the current year shall receive his vacation pay on the first regular pay day following **May 31** of the current year.

ARTICLE 21 - SICK PAY

21.01 The present Cumulative Sick Leave Credit Plan will have effect ~~until~~ March 1, 1974 when it ~~will~~ be replaced by a **fifteen** week Sick Leave Allowances Plan (Schedule "B" hereto) co-ordinated **with a** Long Term Salary Continuance Insurance Plan, which plans shall **remain** in effect during the life of *this* Agreement.

21.02 The cumulated sick leave credits for **those** employees **who** were employed prior to **March 1, 1974** will be **frozen** at this date and may be used to supplement the income benefit under ~~the~~ Sick Leave and Salary Continuance Plans, or paid as a gratuity in **such manner** as prescribed in the Sick Leave Regulations, Schedule "B" **hereto**. However, an employee **who** is discharged for just cause and **who is not reinstated** pursuant to the grievance or arbitration provisions of **this Agreement** shall be **deemed** to have forfeited **any** sick pay credits to which he would otherwise have been **entitled** under the terms of this Agreement.

ARTICLE 22 - INSURANCE PROGRAM

22.01 The **Commissioners** agree to provide and keep in **force** the **insurance** program described herein and shall pay **the entire cost thereof**. The Commissioners shall **enter into** contracts of **insurance** where appropriate to **provide the benefits agreed upon**. **Notice** will be given to the Union **before** any insurer of the program or part thereof is **changed**.

22.02 Seniority employees who otherwise qualify shall become eligible for **the insurance** program. The Commissioners will provide each employee with a certificate of insurance **outlining** the specific **details** of the **insured benefits**.

22.03 Where not specifically referred to in **this** agreement, all other **terms** and conditions governing the insurance benefits described **herein** shall be governed by the insurance policy.

22.04 **Benefits**

(a) Long Term Salary Continuance

Employees shall be eligible for long term continuance **benefits** when disability extends beyond **the fifteen (15)** week sick leave period **expressed in Article 22 of this Agreement** and where the employee **becomes** totally disabled so as to be unable to engage in **any gainful occupation or** employment for which he is reasonably qualified by **education, training** or experience, benefits shall continue **until** death, recovery, or age **65** whichever **occurs** first.

The monthly **amount** of benefit shall be seventy percent (**70%**) of the employee's **base earnings**, exclusive of overtime, bonus or **other** remuneration, **subject** however, to adjustment by **an** amount equivalent to **any** benefit for which the employee is eligible to receive **from**:

- (i) Workmen's Compensation
- (ii) Canada/Quebec Pension Plan - except for **any** increase amount resulting from **the** indexing of the Canada/Quebec Pension Plan **which** occurs after the employee's **initial** entitlement.
- (iii) Benefits under **any** other Provincial **or** Federal **Law** that provide **a** benefit for working time lost because of disability.
- (iv) Any other group **insurance** or pension plan of the **Commissioners**.

(b) Life Insurance

The amount of life **insurance** shall be \$8,000.00 or **one** times the employees annual **salary** to the nearest **\$1,000.00**, whichever is greater.

(c) Accidental Death and Dismemberment

In addition to the amount of life **insurance** benefit **the amount** of the accidental death and dismemberment **insurance** shall be **\$8,000.00** or **one** times **the** employee's annual **salary** to the nearest **\$1,000.00**, whichever is greater.

(d) Health Insurance

- (i) Basic hospital **and medical** coverage provided for **under the Ontario** Health Insurance Plan.
- (ii) Semi private hospital **care** provided for under Blue **Cross** or a comparable Plan.
- (iii) **Major** medical expenses including payment for 100% of **prescription drug costs**.
- (iv) **Dental** Plan comparable to Blue **Cross Plan 7** including endodontics, periodontic treatment and major restorative at 50% reimbursement to a **maximum** of **\$500.00** per family, per year, **which** reimburses eligible expenses up to the level of the 1993 **Ontario Dental** Association **suggested fee** guide.
- (v) **Vision Care Plan** covering **prescription** eye glasses or contact lenses up to a maximum of **\$150.00** per insured for each consecutive twenty **four** month period.

22.05 The Commissioners **will** continue to pay fifty percent (**50%**) of the applicable required contributions to the **Canada Pension Plan**.

ARTICLE 23 - PENSION PLAN

The Commissioners will provide and **keep** in force a pension plan for employees covered by **this** Agreement. Such plan shall **be** in **accordance** with the provisions **as outlined** in Schedule "D" hereof **and appended** hereto. Each employee in the employ of the Commissioners who is not otherwise a member of the **Hamilton Harbour** Commissioners' pension plan upon the **effective** date of the said pension plan, **herein referred to**, and who has completed one **(1)** year of consecutive **service** is eligible and will be **required** to join the pension **plan**.

All **new** employees after completing one **(1 year of consecutive service** will join the pension plan, provided they have not then attained age of sixty-five **(65)**.

ARTICLE 24 - PROTECTIVE CLOTHING

24.01 Gloves **shall be** supplied by the Commissioners to **those** marine dockyard employees and **deck** hands who in their superintendent's **opinion** require them due to **the nature** of **their** work. Replacements will **be** issued when the **originals** are unfit and **are** turned in, otherwise the employee will **bear** the **cost** of **replacement**.

24.02 **The** Commissioners agree to supply marine dockyard, and maintenance employees, with coveralls and to pay for **the** cost of cleaning same.

24.03 Rainwear shall be supplied by the Commissioners for its marine dockyard employees when **required** by the nature of **the** work.

ARTICLE 25 - BEREAVEMENT

25.01 When death occurs in a **seniority** employee's **immediate** family (**that** is, **current** spouse, parent, parent of **current spouse**, child, brother **or** sister of **the** employee) **the** employee, on **request**, will **be excused** for any **three (3) regular scheduled** working days (or for such **fewer** days **as** the employee may **be absent**) **between** the **date** of death and **the date** of the funeral inclusive, provided he attends the funeral. **In** the circumstances where **the** funeral takes place **outside the Province of Ontario** the employee upon request will **be excused** for any **five (5)** scheduled working days. **In the** event of death of **grandparents** **the** employee will **be excused** for one **(1) regular scheduled** working day.

An employee excused from work under **this section shall**, after making **written** application therefor, receive pay for hours up to **eight (8)** hours **that** he would have worked during such **scheduled days of work at his regular straight** time hourly **wage rate**, exclusive of premiums. **In any** event **the** employee **shall** not be entitled to receive **any** pay hereunder as for **any** day upon which he would not otherwise have **been** scheduled to **work** for **the** Commissioners.

ARTICLE 26 - JURY DUTY

26.01 Each employee who is summoned to and reports for jury duty, as prescribed by applicable law (subject to the eligibility requirements set out below), shall be paid by the Commissioners the difference between the employee's regular straight time hourly wage rate (that is, his regular straight time hourly wage rate excluding shift premiums) for the number of hours up to eight (8) that he otherwise would have been scheduled to work and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses). The Commissioners' obligation to pay an employee for jury duty under this section is limited to a maximum of sixty (60) days in any calendar year, and in order to receive payment under this section, an employee must meet all of the following eligibility requirements:

- (a) The employee shall have attained seniority as of the date of commencement of the jury duty.
- (b) The employee shall have given twenty-four (24) hours notice to the Commissioners that he has been summoned for jury duty.
- (c) The employee shall furnish satisfactory evidence to the Commissioners that he reported for and performed jury duty on the days for which he claims payment.
- (d) The employee would otherwise have been scheduled to work for the Commissioners on the day or days for which he claims payment.

ARTICLE 27 - UNION SECURITY

27.01 During the lifetime of this Agreement, the Commissioners agree to require all employees, after thirty (30) days employment, to authorize the Commissioners by signing a dues deduction authorization card authorizing the Commissioners to deduct from the employee's pay, regular monthly Union dues for each calendar month and to remit same, not later than the last day of the month in which such deduction takes place, to the Secretary-Treasurer of Local 958. The Commissioners will supply the Union with a list of employees from whom deductions were made. The Commissioners shall have no responsibility to collect past due Union dues.

Anything to the contrary contained herein notwithstanding, in order that the Commissioners may have definite instructions as to what amount are to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Commissioners in writing, over the signature of the Secretary-Treasurer of the Union, as to the deductions to be made by the Commissioners for regular monthly Union dues, and the Commissioners shall have the right to continue to rely upon such written notification as to the amount to be deducted until it receives other written notification from the Union signed with the same formality.



The **Union** agrees to defend and hold the Commissioners completely harmless against all claims, demands and expenses, should **any person** at **any** time contend and claim that the Commissioners have acted **wrongfully** or illegally in **making** such **check-off deductions**.

ARTICLE 28 - PAYMENT FOR NEGOTIATING COMMITTEE

28.01 The Commissioners agree to **compensate the two (2)** employee **members** of the negotiating committee **only** for **actual** time spent negotiating during **such** employee's regularly **scheduled** working hours. Such compensation is **to be only for negotiations during the period of negotiations** leading to conciliation and shall **cease** and be discontinued **when** either party has made application for **conciliation**. The negotiating committee shall be limited to **two (2)** seniority employees of the **Commissioners**.

ARTICLE 29 - DURATION

29.01 This Agreement shall become effective on **the 26th day of July, 1994 and shall remain** in full force and effect **until the 25th day of July, 1996 and** shall continue **automatically** thereafter for annual periods of one **(1) year**, unless either party notifies the other party in **writing** as provided for in clause 29.02 hereof, of its desire to **negotiate** amendments to **this** Agreement.

29.02 Notice **that** amendments **are** required may **only** be given within **sixty (60)** days prior **to** the **25th** day of July, 1996 or **during** similar **sixty (60)** day periods annual **thereafter**.

29.03 It is understood **that** during negotiations following upon notice of desire **to amend** **this** Agreement, either party may bring **forward counter proposals** arising of, or related **to**, the original proposals, or **this** collective Agreement.

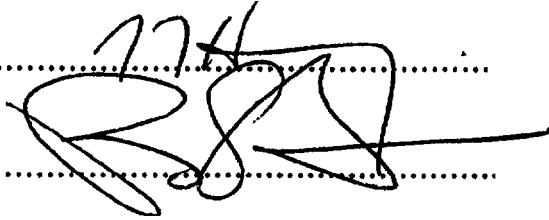
29.04 During **any period** of negotiations for the renewal of a collective agreement, **the** terms and conditions of **this** Agreement **shall remain in** full force and effect.

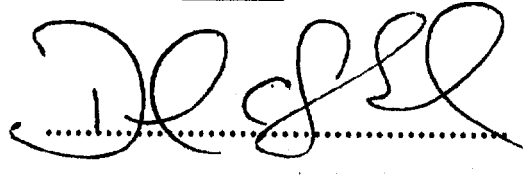
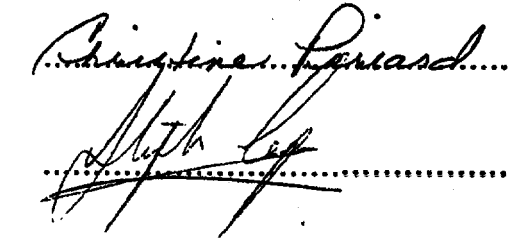
THIS AGREEMENT is hereby duly executed by the said parties as of the 5th day of DECEMBER, 1994.

THE HAMILTON HARBOUR COMMISSIONERS;

FOR THE UNION

Per:

.....
.....


.....
.....

Christine Poirard.....

.....

C.U.P.E. LOCAL 958

SCHEDULE "A"

	<u>HOURLY WAGES</u>
	<u>Effective</u> <u>July 26, 1994</u>
Watchman	\$12.79
Labourer	\$12.72
Maintenance Man I - Radio Operator	\$17.16
Maintenance Man II	\$15.09
Mechanical Repairman Boat Repairman	\$17.16

SCHEDULE "B"

THE HAMILTON HARBOUR COMMISSIONERS

Regulations Rectifying Sick Leave Allowances

- Section 1**
- (1) Effective as of the date of *the* signing of this **Agreement** Sick Leave **Benefits** shall be available on the basis of one week of Sick Leave at **100% of earnings** and **fourteen weeks** at 70% of earnings. As the years increase from ~~the~~ *the* date of *the signing* of this Agreement the number of weeks at **100% of earnings** shall increase on the basis of **one week of 100% earnings** for each year of service up to a **maximum of 15 weeks**. New employees shall not become eligible for Sick Leave **Benefits** until they have completed a **minimum of three months** of continuous service.
 - (2) Eligible service **during** any part of a year will be considered as a full year for the purpose of 100% Sick **Leave** payments - **example: Eligible service of up to one year - one week at 100% of earnings and fourteen weeks at 70% of earnings.** Eligible service of **one year, but less than two years - two weeks of 100% of earnings and thirteen weeks** at 70% of earnings.
 - (3) Where an employee **was** employed **before the date of the signing of this** Agreement he shall be given **credit** for his **prior years of service** in determining his eligibility for the number of **weeks** at 100% and 70% Sick Leave payments.
- Section 2** Sick Leave entitlement is at "**Standard** normal daily rate of pay"; overtime, bonuses or other **additional remuneration** paid to an employee shall not be included in calculation of sick pay allowance.
- Section 3** An employee is not entitled to claim Sick Leave Benefits,
- (1) During a lay-off;
 - (2) During leave of absence granted without pay;
 - (3) **Three months** prior to becoming eligible.

- Section 4** (1) An employee receiving **Workmen's** Compensation for injuries received during his employment, may claim for **an adjustment** between the wage or salary awarded by the Workmen's Compensation Board and his normal wage or salary,
- (2) **The adjustment referred to in Sub-Section (1) hereof,**
- (a) **shall be made to nearest one-half day,**
- (b) **Where medical expenses only are awarded by the Workmen's Compensation Board, an employee may claim the amount of lost wages or salary during the period of injury to the nearest one-half day.**
- Section 5** An employee also engaged in outside employment may not claim Sick Leave pay for injury or illness **sustained during the period** of such employment.
- Section 6** (1) **Only regularly assigned working days form part of an illness period.**
- (2) **Statutory, proclaimed and regular holidays and days off, do not form part of an illness period for which a claim can be made.**
- Section 7** **Recurrence of the same disability within fourteen working days of return to work will be considered as the same disability with respect to the payment of 100% of full pay benefits. However, unrelated disabilities are considered separate disabilities and benefits will be payable in accordance with this plan.**
- Section 8** An employee may **utilize Sick Leave Allowances** for non-compensable absence **from** employment,
- (a) **Caused by personal illness or physical incapacity,**
- (b) **Caused by quarantine resulting from exposure to a contagious disease,**
- (c) **For a special reason accepted by and approved by the Commissioners.**
- Section 9** "Employee's Obligation to Report Illness" appended hereto as Schedule B1, shall form part of **these** regulations.
- Section 10** **The term "non-compensable" shall be deemed to mean one which is not eligible for claim under the Workmen's Compensation Act of Ontario.**

section 11 For those employees who were employed prior to March 1, 1974, and who accumulated credits under the previous Sick Leave Plan, they may utilize such credits in the following manner:

- (a) To supplement up to 100% of earnings any 70% earnings benefit under the fifteen-week Sick Leave Plan;
- (b) An employee will be entitled to payment of a gratuity from any unused days of Sick Leave standing to his credit under the previous Sick Leave Plan:
 - (i) Upon retirement, a benefit equal to 100% of his total number of unused days or;
 - (ii) Upon death while in the employ of the Commission, a benefit equal to 75% of his unused days payable to his personal representative, and
 - (iii) Upon termination after 10 years of service, a benefit equal to 50% of his total number of unused days up to a maximum of three months salary, and after 15 years of service, up to a maximum of six months salary.

The benefit provided in this Sub-Section(iii) will not apply where termination of service is as a result of discharge for just cause.

SCHEDULE "B1"

1. ~~An~~ employee shall on the first day of illness report or cause to report such illness ~~to his~~ Department Head.
2. An employee ~~who fails~~ to report ~~on~~ the first ~~day~~ that ~~he~~ is absent ~~from work~~ due to illness shall ~~be~~ considered to ~~be~~ absent without leave and subject ~~to~~ disciplinary action.
3. An employee ~~whose~~ illness extends to ~~the~~ third working day shall ~~on or before that day~~ submit a doctor's certificate ~~to his~~ Department ~~Head~~.
4. An employee ~~who~~ fails to submit a doctor's certificate shall be considered to ~~be~~ absent without leave ~~and~~ subject to disciplinary action.
5. Where ~~the~~ Department Head ~~may~~ have ~~reason~~ to believe that absence of the employee is not due to ~~illness~~, ~~he~~ ~~may~~ demand a doctor's Certificate ~~for~~ one ~~day~~ of absence ~~and~~ ~~the~~ cost, if ~~any~~, of ~~any~~ ~~such~~ certificate ~~required~~ ~~will~~ be paid for by ~~the~~ Commissioners.
6. An employee whose ~~illness~~ extends to 14 consecutive working days shall on the ~~14th~~ day, ~~and~~ for every subsequent 14 working days, submit a ~~further~~ doctor's ~~certificate~~.

SCHEDULE "C"

SCHEDULE "D"

THE PENSION PLAN FOR BARGAINING UNIT EMPLOYEES OF THE HAMILTON HARBOUR COMMISSIONERS CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 958

The following is a *summary* of the Pension Plan Provisions and for accuracy recourse should be had to the Pension Plan text.

EFFECTIVE DATE

The effective date of the Plan is the 1st day of August, 1977.

Amendment

In order to effect certain revisions required to comply with changes to the Pension Benefits Standards Act. The plan has been amended and restated with effect from January 1, 1987.

ELIGIBILITY

Each employee who was a member of the Plan on December 31st, 1986 shall automatically continue as a member on January 1st, 1987 in accordance with the provisions of the plan.

Each other full-time employee in the service of the Commissioners on or after January 1st, 1987 shall be eligible to join, and must join the Plan on the first day of the month coincident with or next following his or her completion of one year of continuous service, provided he has not then attained age 65.

Each part-time employee in the service of the Commissioners on or after January 1st, 1987 shall be eligible to join the Plan on the first day of any month following the completion of two (2) years of continuous service, if such employee has earned at least 35% of the year's maximum pensionable earnings in each of two (2) consecutive calendar years on or after December 31st, 1984.

RETIREMENT

Normal Retirement

Normal retirement *occurs* at age sixty-five (65).

Early Retirement

A member who has completed two (2) years membership shall be eligible to retire prior to his normal retirement date after the member attains the age of 55. The accrued normal pension is reduced by one half (1/2) of one (1) percent for each month by which actual retirement precedes normal retirement.

The annual pension of a member who retires after attaining the age of 55 years or over and after completing at least twenty (20) years of continuous service, shall be reduced by one quarter (1/4) of one (1) percent for each month, if any, by which the combination of his years of age plus years of continuous service is less than 90 years.

Long Term Disability

In the event of total disability covered under the Long Term Salary Continuance Plan, the Plan provides for continued accrual of retirement benefits during the period disablement.

Contributions

- (a) With effect from August 1, 1991, members shall not be required to contribute to the Plan;
- (b) Prior to August 1, 1991, members were required to contribute five (5) per cent of their earnings, less their contribution to The Canada Pension Plan; provided, however, that no member shall contribute in any year in excess of such maximum amount as may be allowed by the Income Tax Act from time to time as a deduction in computing taxable income.

Retirement Benefit

Each member who retires on or after his normal retirement date, shall receive an annual retirement income, payable monthly, equal to:

- (i) forty (40) per cent of the total required contributions made prior to August 1, 1991,

PLUS

- (ii) **two (2)** percent of the member's average earnings from August 1, **1991**, multiplied by **his years** of service ~~from~~ August 1, 1991, to a **maximum** of thirty-five **(35) years**, less **1/35** of the member's **Canada Pension Plan** Benefit for each year of service from August 1, **1991**, to a maximum of **35 years**.

DEATH BENEFIT

- (a) **Prior to Retirement. No Surviving Spouse**

If a member dies prior to retirement following **2 years** membership the member's beneficiary shall receive a lump **sum** settlement equal to 100% of **the** commuted value of the **accrued** vested pension.

- (b) **Before Retirement with a Surviving Spouse**

If a member dies prior to age **55** after completion of **2 years** membership **his** surviving spouse shall receive an immediate or deferred pension benefit equal to 100% of the commuted value of the **accrued** vested **pension**.

If a member dies **after age 55** and after completion of **2 years membership** **his surviving spouse** shall receive an immediate annuity payable for life, equal to 60% of the joint **and** survivorship **pension** that would have been payable to the member.

- (c) **Prior to Vesting**

If a member should die prior to completion of **2 years** membership **his** beneficiary shall receive a lump **sum cash** settlement equal to **the aggregate** of the deceased member's **contributions** to the plan with credited interest.

- (d) **After Retirement**

In the event of **the** death of a member after retirement, the terms of the normal or optional form of pension applicable to such member will apply **with** respect to the determination **and** payment of **any benefits due** under **the** plan following death.

TERMINATION OF EMPLOYMENT

If a member's continuous service is terminated for any reason prior to completion of 2 years of membership his active participation in the plan shall cease and he shall be entitled to receive a lump *sum* cash settlement equal to the aggregate of his total required contributions with credited interest.

If a member's continuous service is terminated prior to becoming eligible for early retirement or if a member should die, the member or surviving spouse may elect to have the *commuted* value of any pension benefit payable transferred to either:

- (i) another registered pension plan on a locked-in basis, provided the terms of the other pension plan so permit or,
- (ii) to a locked-in registered retirement savings plan, or
- (iii) to purchase an immediate or deferred locked-in life annuity.

Credited Interest

Credited interest means interest credited to a member's contributions at such rate as may be determined by the Commissioners on the advise of the actuary compounded annually. The rate of interest shall not be less than the minimum set by the Superintendent of Insurance for the calender year.



CANADIAN UNION OF PUBLIC EMPLOYEES
SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE



GRIEVANCE FORM

(To be completed in triplicate)

FORMULE DE GRIEF

(Remplir en triplicate)

Case No.: _____
 Dossier No.:

Local No.: _____
 Local No.:

Employer _____
 Employeur

Employee _____
 Employé(e)

Department _____ Classification _____
 Département Classification

Supervisor _____
 Supérieur immédiat

To: _____
 A :

Article of Agreement violated
 I/We the undersigned claim that
 Je/Nous le(s) soussigné(es) affirmons que _____

.....

Therefore I/we request that
 Donc je/nous recommandons que _____

.....

Signature of Employee(s) or Union Officer
 Signature de l'employé(e) ou des employé(e)s ou d'un dirigeant syndical _____

.....

DATE _____

35



(over) (verso)