

SOURCE	City
EFF.	8/9/01/16
TERM.	9/1/01/15
No. OF EMPLOYEES	524
NOMBRE D'EMPLOYÉS	22

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF HAMILTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES. LOCAL 5, C.L.C.

January 16, 1989 to January 15, 1991

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made in triplicate

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON

(Hereinafter called the "Employer")

of the First Part

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5, C.I.C.

(Hereinafter called the "Union")

of the Second part

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of effectively defining the duties, privileges, working conditions, remuneration and other benefits respecting Local 5 employees of the Employer, including, but without restricting the meaning hereof, all of the employees of the Employer who are employed, from time to time, in the classifications set forth in Schedule "A" attached hereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH

1. SCOPE

- 1.1** The provisions of this Agreement shall apply to all employees employed in the job classification set forth in Schedule "A" attached hereto and forming part of this Agreement and for purposes of clarity the rates of pay set forth in the said Schedule "A" in respect of the job classifications described therein shall apply, during the term of this Agreement, to all employees employed in the said classifications.

Notwithstanding the foregoing, however, any employee hired under a special "make-work program" made available by any level of government shall be excluded from this Agreement excepting that "regular employees" who are transferred to a "make-work" scheme shall retain all rights and benefits under this Collective Agreement.

Upon application for funding from any level of government for special employment programs, the Union shall be provided with a copy of such application. Upon receipt of such application, the Union shall indicate promptly, in writing, of its approval or disapproval.

1.2 During the term of this Agreement if the Employer establishes any additional positions or job classifications that are not specified in Schedule "A" but which positions or classifications are appropriate for inclusion in Schedule "A" then the Employer agrees,

(a) that the said position or job classifications are to be included in and form part of Schedule "A", and

(b) that the rates for such positions or job classifications as set by the Employer are subject to the grievance procedure and arbitration provisions set forth in this Agreement.

see last page

1.3 The provisions of this Agreement shall not apply to an employee holding any of the following confidential or supervisory positions:

Department Heads, Deputy Department Heads, Directors, Assistant Directors, Superintendents, Assistant Superintendents, General Foreman, Storekeeper, Assistant Storekeeper, Assistant Foremen/women, Section Foremen/women and temporary Security personnel.

No employee holding a supervisory position shall be permitted to perform any job function normally performed by a member of the bargaining unit as described in Schedule "A" of this Agreement except in cases of emergency or where there is no member of the bargaining unit available.

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2. EMPLOYER RESPONSIBILITY

In accordance with The Labour Relations Act, being Chapter 228 of the Revised Statutes of Ontario, 1980, as amended, and The Ontario Human Rights Code, Chapter S3 of the Revised Statutes of Ontario, 1981, as amended, the Employer accepts the following responsibilities:

2.1 The Employer recognizes the Union as the Exclusive Bargaining Agent for all employees coming within the scope of this Agreement and more particularly described in schedule "A" and they are hereinafter referred to as "employee" or "employees", whichever is the case. In this Agreement the word "employee" means a person hired by the Employer for a position which is set out in Schedule "A" and who is on the active payroll of the Employer. The Employer further agrees to recognize all Union officers coming within the scope of this Agreement.

2.2 The Employer agrees not to interfere with the rights of its employees designated within the scope of this Agreement, to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its representatives against any employees because of Union Membership.

- 2.3 The Employer agrees that during the term of this Agreement, there shall be no lockout of employees.
- 2.4 *NW* The Employer agrees to abide by the Ontario Human Rights Code, being Chapter 53, of the Revised Statutes of Ontario, 1981, as amended, and further agrees that there shall be no discrimination with respect to any employee be reason of the employee's membership or lawful activity in a trade union.
- 2.5 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself and upon each of its duly authorized representatives, and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.
- 2.6 The Employer shall distribute the pay cheques in a sealed envelope.
- 2.7 The Employer agrees to forward a copy of the Agenda for each Council meeting, to the Secretary of the Union, by prepaid mail, at the same time the Agenda is distributed to Council members.

3. UNION RESPONSIBILITY

In accordance with The Labour Relations Act, being Chapter 228 of the Revised Statutes of Ontario, 1980, as amended, and The Ontario Human Rights Code, being Chapter 53 of the Revised Statutes of Ontario, 1981, as amended, the Union accepts the following responsibilities:

- 3.1 The Union agrees that it will not intimidate or coerce employees into membership in the Union.
- 3.2 The Union agrees that membership solicitation, and other Union activity not specifically provided for in this Agreement, will not take place during working hours or on the premises of the Employer or on any work project the Employer may be engaged in.
- 3.3 The Union agrees that during the term of this Agreement, there shall be no strike, suspension or slow down of work, picketing or any other interference with the operation of Employer's business, and to this end the Union will take affirmative action to prevent an employee from engaging in any such activity.
- 3.4 The Union agrees to abide by the Ontario Human Rights Code, being Chapter 53, of the Revised Statutes of Ontario, 1981, as amended.
- 3.5 The Union recognizes that it is the exclusive right and function of the Employer:

- (a) to direct the working force which includes the right to direct, plan and control working operations and schedule working hours, and
- (b) to hire. classify. transfer. promote. demote. dismiss or layoff employees because of lack of work or other legitimate reason. and
- (c) to introduce new and improved facilities and methods to improve the efficiency of the operations of the Employer. but such exclusive functions of the Employer are subject always to the provisions of this Agreement.

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

4. **STANDARD WORKING HOURS**

Standard working hours for employees shall be as follows:

4.1 The standard hours of work per day shall be eight (8) hours.

4.2 The standard working hours shall be from 7 a.m. to 4 p.m., or 8 a.m. to 5 p.m. or any other eight (8) hour shift made necessary by the nature of operations.

These working hours, with the exceptions noted in clause 7.5 of this Agreement, include a one (1) hour unpaid lunch. By mutual Agreement between the parties, this lunch break may be altered.

4.3 The standard hours of work per week shall be forty (40) hours. ³⁴/₄₀₀₀

4.4 The standard working days shall be five (5). Monday to Friday inclusive, with the exception that employees assigned to shift work and trouble calls will be required to work on any regularly assigned consecutive five (5) day period in any weekly period of seven (7) days. Employees may be excluded from this provision by mutual consent.

4.5 An employee who reports for work on a scheduled working day and who has not been previously notified not to report shall be guaranteed a minimum of four (4) hours work or pay. ⁴⁶/₀₄

4.6 All employees shall be allowed a fifteen (15) minute rest period in the first half and the second half of a shift.

- 4.7 For employees who work on a regularly scheduled shift basis, the Employer shall post such schedule thirty (30) calendar days in advance. The schedule shall not be changed without advising the Union, in which case 10 calendar days notice must be given to the affected employee and the Union. The foregoing shall not apply when the change of shift is caused by the absence of employees or matters beyond the control of the Employer in which case the Union will be notified of these matters.
- 4.8 The aforementioned Standard Hours of Work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum or as a restriction on any maximum number of hours to be worked.

5. **INCLEMENT WEATHER**

- 5.1 The Employer will endeavour to provide inside work in periods of inclement weather during which the employee would normally be employed, subject to the following:
- (a) the employee has completed at least five (5) years of continuous service as of January 1st in any year, and
 - (b) the employee is normally employed on a year round basis.
- 5.2 That each employee of the Employer coming with the Local 5 unit who reports for a day's work, but by reason of inclement weather. is unable to perform any work or is able to perform only part of a day's work, shall be paid by the Employer, the equivalent of four (4) hours work for each day such employee so reports, plus the pay for the time. if any, after the expiration of the first four (4) hours of such day, that such employee actually works. provided that such employee remains ready to perform work during the first four (4) hours of such day, and provided further that such employee for each day he/she so reports and is paid the equivalent of four (4) hours work, shall not receive any additional pay for the first four (4) hours of such last-mentioned day. Inclement weather shall be defined as severe, especially cold or stormy. 45
- 5.3 In the event that weather conditions should change, the Employer will endeavour to recall employees sent home under Section 5.2 of this Article. but the four (4) hour minimum shall not be duplicated in the same day.
- 5.4 The procedure for establishing that inclement weather exists shall be as follows:
- (1) The Foreman/woman shall upon concluding that inclement weather exists in his/her work area. contact:

- (a) Superintendent and/or Assistant Superintendent of Districts
- (b) City Arborist/Horticulturist
- (c) Maintenance Coordinator of Parks
- (d) Fleet Superintendent
- (e) General Foremen/Women - Cemeteries
- (f) Sanitation Superintendent

or those senior supervisors appointed by the Director of Public Works from time to time who will apply the decision on whether or not inclement weather exists and relay their decision to the Foreman/woman in charge of the work crew.

- (2) The Foreman/woman will then advise the crews under his/her supervision of the decision and will instruct the crew or crews to either:

- (a) continue with their work
- (b) discontinue the operation

6. OVERTIME COMPENSATION

6.1 Compensation at the rate of time and one-half (1 1/2) of the standard rate per hour as set forth in Schedule "A" of this Agreement shall be paid for all work performed in excess of eight (8) hours per day or in excess of the standard hours per week as outlined in Article 4 provided that both daily and weekly overtime shall not be paid for the same hours, except that overtime compensation shall not apply to such hours of work in excess of eight (8) hours per day necessitated by shift changes that employees working on a shift schedule are off duty for a period of not less than eight (8) hours between shifts.

6.2 Compensation at two (2) times the standard rate per hour as set forth in Schedule "A" of this Agreement shall be paid for work performed in excess of twelve (12) continuous hours Monday through Friday. Unpaid meal periods shall not be considered as part of "continuous hours worked". "Continuous hours worked" shall not be considered broken by:

- (a) unpaid meal periods, or
- (b) time taken for sustenance under Article 6.11 of this Agreement.

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6.3 Compensation at time and one-half (1 1/2) times the standard rate per hour as set forth in Schedule 'A' of the Agreement shall be paid for all work performed on Saturday, but double time (2) shall be paid for all work performed in excess of twelve (12) continuous hours. Unpaid meal periods shall not be considered as part of "continuous hours worked". "Continuous hours worked" shall not be considered broken by:

- (a) unpaid meal periods. or
- (b) time taken for sustenance under clause 6.10 of this Agreement.

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6.4 Compensation at two (2) times the standard rate per hour as set forth in Schedule "A" of this Agreement. shall be paid for all overtime performed on Sunday.

6.5 An employee may be allowed to place accumulated overtime in a lieu time bank, drawing from and adding to said bank, the maximum balance in the lieu bank shall never exceed eight (8) converted hours of overtime. Employees may draw from their lieu time bank to compensate unpaid leave. This lieu time shall be granted at a time mutually agreed to by the employee and the Department Head taking into account the operational requirement of the section in which the employee works.

An employee shall not be allowed to carry over any unused lieu time, therefore, the Department Head shall initiate payment for same by December 31st annually.

6.6 Due to the nature of operations and shifts, an employee whose scheduled days off occur during the week, shall have his/her first day off designated as Saturday and his/her second day designated as Sunday. The employee shall be paid in accordance with Articles 6.3 and 6.4. The employee shall be paid double time (2) for any shift worked on his/her second day off even if he/she has not been called into work on his/her first scheduled day off.

6.7 An employee

- (a) who is sent home at any time or times during the week because of lack of work or inclement weather, or
- (b) who is absent at any time or times during the week because of illness or accident, or
- (c) who is absent from his/her regular duties, on approved leave of absence, while attending to Union business either within or without the Collective Agreement.

shall be treated for the purpose of calculating overtime in respect of his/her normal work week as if he/she had worked his/her standard hours of work on such day or days and shall be paid for all hours of work performed by him/her in excess of his/her normal work week at the overtime rates specified in this Article 6.

6.8 Where a Statutory or Proclaimed Holiday occurs on, or is celebrated on any working day, an employee who does not work his/her regular shift on such day, is to be and shall be deemed to have worked his/her regular shift on any such day for the purpose only of computing his/her normal work week under the circumstances described in clause 6.7 of this Article.

6.9 Overtime shall be defined as:

- (a) Continuation of the work day
- (b) Scheduled
- (c) Call-In

Sections. for purposes of this clause shall be:

- 1) Garbage
- 2) District #1
- 3) District #2
- 4) District #3
- 5) District #4
- 6) District #5
- 7) District #7
- 8) Parks East
- 9) Parks West
- 10) Parks Mountain
- 11) Chedoke Winter Park
- 12) King's Forest Park
- 13) Forestry
- 14) Beautification
- 15) Greenhouse
- 16) Chedoke Golf Course
- 17) King's Forest Golf Course
- 18) Woodland Cemetery
- 19) Hamilton Cemetery
- 20) East End and Mountain Cemeteries
- 21) Surface Treatment crew
- 22) Crack Sealing Crew
- 23) Asphalt Crew
- 24) Central Garage
- 25) Garage - each individual satellite location
- 26) Ivor Wynne Stadium/Brian Timmis Stadium
- 27) Globe Park
- 28) Mohawk Sports Complex
- 29) Sackville Hill Park
- 30) Victoria Park
- 31) HAAA Grounds
- 32) Recreation by Rink and Pool

33) Property Maintenance

(a) Continuation of the Work Day

Overtime that is a continuation of the work day shall be performed by the employee on the job in the Garbage Section.

In all other sections, overtime shall be offered, in seniority order, to the employees who are in the classification in the section at the time the work is available. Such overtime shall first be offered to regular employees as defined in 13.13(d) and, where insufficient employees agree to work such overtime it shall be offered, in order, to probationary employees as defined in clause 13.13(c).

Notwithstanding the above, in the event that the nature of the work is such that no interruption of work should occur, the employee on the job shall continue performing the work until the senior employee is able to be moved to the work site. This continuation of work shall be for no more than one (1) hour.

(b) Scheduled

(i) Overtime that is scheduled shall be offered to employees, in seniority order, to the employees who are in the classification in the section at the time the work is available.

(ii) The exception to the foregoing shall be as follows:

GARBAGE - In the event that overtime may be required to be scheduled, employees shall be contacted, in seniority order, in the classification in the section. When the requirement for workers is not able to be met in the Garbage section, employees in Group 1, then Group 2, then Group 3, and finally Group 4 as listed as follows shall be contacted. Within each group the overtime shall be offered in seniority order.

Group 1 - Sections 2 - 7, 21 - 23
Group 2 - Sections 8 - 12, 26 - 31
Group 3 - Sections 13 - 17
Group 4 - Sections 18 - 20

(c) Call-In

In the event that employees are required to be called from home to perform overtime work, employees shall be called in seniority order in the classification in the section where the overtime work is required to be performed. An employee of lesser seniority called to perform such work as a result of senior employee(s) not being available shall work the full term of such overtime and this situation shall not be grievable by the more senior employee. Employees called in to work overtime shall be compensated as per Article 16.

This clause 6.9 is subject to the following conditions:

- (a) An employee who is not at work on the day on which overtime occurs or on his/her last scheduled day prior to the overtime shall not be entitled to overtime until he/she returns to work. The only exception to this shall be the employee who is absent on his/her last scheduled day prior to the overtime for either Union business or his/her scheduled Floating Holiday: in this event the employee shall be required to contact his/her Foreman/woman within the first two (2) hours of his/her regular shift to confirm his/her availability and to receive confirmation of the scheduling of overtime.
- (b) On a call-in where we have exhausted the existing workforce, the Employer agrees to call in those employees on vacation who have previously indicated a desire to be called.

For the purpose of overtime calculation:

- lost vacation will be re-scheduled but shall not take precedence over any other employee's scheduled vacation:
- overtime will be calculated as if the employee had worked his/her standard hours or work on such day:
- beyond the first overtime shift the employee will be considered to have returned to work and all relevant provisions of the Agreement will apply;
- the employee may elect to return to vacation at any time and there will be no further obligation on the Employer to contact the employee for overtime purposes.

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(c) No employee will be required to work overtime against his/her wishes when other employees in the classification in the section are willing and readily available to perform the required work. However, if all employees in the classification in the section refuse to work, the junior employee(s) in the classification in the section shall work the overtime.

6.10 Provisions will be made for an employee to indicate at the end of his/her shift that he/she is not available for overtime.

6.11 An employee required to work overtime, following the completion of his/her regular hours of work, which continues in excess of two (2) hours, shall be eligible for a meal period at a time mutually agreed between the employee and his/her immediate Supervisor. In the event overtime continues, such an employee shall become eligible for further meal periods at intervals of four (4) consecutive hours following the completion of the previous meal period provided that overtime is to continue. Regardless of the time of the initial meal break, for the purpose of this clause, it shall be deemed to have been taken after the completion of two (2) hours of such overtime worked. An employee shall be entitled to sustenance up to \$5.50 for each meal break that he/she is entitled to under the provisions of the foregoing.

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6.12 No premium pay shall be paid for regularly scheduled working hours except in emergency situations where an employee works beyond twenty-four (24) continuous hours: in this event, pay shall continue at two (2) times the standard rate per hour as set forth in Schedule "A" of this Agreement until the employee has been off duty for a period of not less than eight (8) hours between shifts.

If, in an emergency situation, an employee remains at the workyard at the Employer's direction for a rest period prior to returning to work, he/she shall be paid straight time while in the yard. When he/she returns to work duties overtime shall re-commence as if there had been no break in work.

6.13 Call in of employees for emergencies shall be based on seniority within the shift commencing or finishing at a time not more than four (4) hours from that emergency. All general call ins will be as directed in 6.9.

SHIFT PREMIUM

- 7.1 Shifts shall be designated as Day, Afternoon and Night, and shall be of eight (8) hours duration. All employees working regular shift periods shall be paid a shift premium as follows:
- 7.2 Day Shift - No Shift Premium
7:00 a.m. to 4:00 p.m.
7:30 a.m. to 4:30 p.m.
8:00 a.m. to 5:00 p.m.
- 7.3 Afternoon Shift - Forty-five (45) cents per hour *44/100045-*
The afternoon shift is described as a shift in which the majority of the hours worked are between 3:00 p.m. and 12:00 o'clock midnight.
- 7.4 Night Shift - Forty-five (45) cents per hour. *45/100045-*
The night shift is described as a shift in which the majority of the hours worked are between 12:00 o'clock midnight and 7:00 a.m.
- 7.5 Employees who work regular shift periods as set out above shall have included as part of their normal eight (8) hour afternoon shift and night shift a one-half (1/2) hour paid lunch period but the one-half (1/2) hour paid lunch shall not apply to the day shift. *36/30*
- 7.6 There shall be a weekend premium of forty-five (45) cents per hour with respect to any regularly scheduled shift between midnight Friday and midnight Sunday. Weekend premium will be paid in addition to shift premium but will not be paid for overtime hours. *42+43
100045*

STAND-BY DUTY

- 8.1 Stand-by Duty commences at the regular quitting time of one (1) working day and terminates at the regular starting time of the following day. *↑ In period*
Stand-by Duty on weekends commences at the quitting time on the last regular working day prior to a weekend and terminates at 7:00 a.m. or 8:30 a.m. of the next regular working day.
- 8.3 An employee who is scheduled for Stand-by Duty shall be entitled to receive three (3) hours of pay at his/her standard hourly rate for each weekday night so scheduled. and shall be entitled to six (6) hours of pay at his/her standard hourly rate for each Saturday, Sunday, and Statutory or Proclaimed Holidays. *49
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- 8.4 Stand-by Duty shall be equally divided among the qualified employees of each department.
- 8.5 Without restricting the meaning of this Article, Stand-by Duty shall be scheduled and assigned as follows:
- (a) In all other Departments, no employees shall be required to perform Stand-by Duty unless he/she is furnished with prior written instructions by his/her immediate Supervisor and the said instructions are initialled by the said employee.

9. ANNUAL VACATION

9.1 An employee shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to his/her aggregated credited services as follows:

<u>Column I</u> <u>Years of Service</u>	<u>Column II</u> <u>Vacation With Pay</u>
54 901-9912 -02 86-03 8901-8912 08-04 16-05 20-05 21-05 22-05 23-06	1 year 3 years 8 years 16 years 20 years 21 years 22 years 23 years 25 years
	2 weeks and thereafter 3 weeks and thereafter 4 weeks and thereafter 5 weeks and thereafter 5 weeks and 1 day and thereafter 5 weeks and 2 days and thereafter 5 weeks and 3 days and thereafter 5 weeks and 4 days and thereafter 6 weeks and thereafter

Effective January 1, 1990, 9.1 will read as follows:

<u>Column I</u> <u>Years of Service</u>	<u>Column II</u> <u>Vacation With Pay</u>
9001 07-04 15-05 18-05-1 19-05-2 20-05-3 - 16 27-07	1 year 3 years 7 years 15 years 18 years 19 years 20 years 21 years 24 years 27 years
	2 weeks and thereafter 3 weeks and thereafter 4 weeks and thereafter 5 weeks and thereafter 5 weeks and 1 day and thereafter 5 weeks and 2 days and thereafter 5 weeks and 3 days and thereafter 5 weeks and 4 days and thereafter 6 weeks and thereafter 7 weeks and thereafter

9.2 Notwithstanding the schedule of vacation leave previously noted, an employee, who has been granted and taken vacation leave and terminates his/her employment with the Employer before the anniversary date when the employee commenced work, shall have the unearned portion of vacation leave deducted from his/her termination pay as per Article 10.

9.3 An employee's vacation period and pay shall be based on his/her standard week and his/her standard rate of pay but shall not include any shift premium, overtime or other increments.

- 9.4 Pay for a week's vacation with pay for hourly paid employees shall be the basic hours worked per week multiplied by the employee's standard rate per hour paid on a weekly basis. but shall not include any shift premium. overtime or other increments.
- 9.5 Pay for a week's vacation with pay for salaried employees shall be the employee's basic salary paid per week on a weekly basis but shall not include overtime. shift premium or other increments.
- 9.6 The vacation period shall commence from and include January 1st and continue to and include December 31st of the same year. All employees are expected and encouraged to take their vacation during the current year.
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However, it is understood that special circumstances may develop which would make it desirable for an employee to carry over up to one (1) year's vacation entitlement to the immediately following year. Requests to carry over vacation must be submitted in writing not later than September 1st in any year and will be subject to the approval of the Department Head concerned.
- 9.7 When a Statutory Holiday falls on a day of the scheduled vacation. an employee shall be entitled to an additional day of vacation. The additional day or days are to be granted at a time which shall not interfere with the efficient operation of the Employer's business or disrupt the vacation period as scheduled for other employees.
- 9.8 On or before the 1st day of March in each year, the Employer shall circulate lists so that each employee may write in his/her choice of vacation dates. When preparing the annual vacation schedule, the Employer shall, subject to its right to maintain the efficiency of its operation, give the choice of vacation dates. by section. to employees with the greatest seniority. provided they give notice of such choice not later than the 1st day of April. The vacation schedule shall be completed on or before the 1st day of May in each year and when completed, copies shall be posted on the bulletin boards in the departments concerned. An employee who changes positions through a job posting after April 1st will have to alter his/her vacation schedule to meet the posted schedules of the new section, if necessary.

In the classification of Rink Attendants. at any one time one employee will be allowed vacation during the period December 15 to January 10.

- 9.9** Where an employee who is entitled to Short Term Disability benefits is on vacation and is,
- (a) hospitalized, or
 - (b) convalescing following hospitalization. or
 - (c) in home care under O.H.I.P., following hospitalization
- there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the employee's option.
- 9.10** Where an employee is on vacation and is entitled to bereavement pay under the terms of Article 14.2, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the employee's option.
- 9.11** All vacations granted in any year shall be determined on the basis of the aggregate credited service of the employee and such service is to include any period or periods of paid absence due to sickness (certified by a medical practitioner), accident while on duty, or leave of absence for Union Business. All other periods of absence, other than those noted above, will reduce an employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year.
- 9.12** Within the first calendar year of employment, an employee will, upon request, be granted one (1) week leave of absence without pay, at a time suitable to the Department Head. To qualify for this leave, the employee must have completed his/her probationary period. No part of this leave may be carried forward into the next calendar year.

10. VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE

- 10.1** An employee who separates shall be paid separation vacation pay on the basis of the following:

<u>Column I</u> <u>Vacation Qualification</u>	<u>Column II</u> <u>Vacation Pay</u>
7 weeks	14.0 X
6 weeks	12.0 X
5 weeks + 4 days	11.6 X
5 weeks + 3 days	11.2 X
5 weeks + 2 days	10.8 X
5 weeks + 1 day	10.4 X
5 weeks	10.0 X
4 weeks	8.0 X
3 weeks	6.0 X
2 weeks	4.0 X

- 10.2 Separation vacation entitlements, as set out in column II, shall be calculated on the basis of the following, subject to clause 9.2:
- (a) vacation pay on separation for employees employed after January 1, 1980, shall be the relevant percentage for the period between the employee's last anniversary date of when the employee commenced work and the date the employee actually separates from employment with the Employer:
 - (b) vacation pay on separation for employees employed before January 1, 1980, shall be the sum of:
 - (i) the full vacation entitlement for the year preceding his/her termination regardless of his/her anniversary date, and.
 - (ii) the relevant percentage of earnings for the period January 1, in the year of separation, to the effective date of separation.
- 10.3 Employees who do not qualify for separation vacation pay under the terms of this Agreement shall be paid separation vacation pay in accordance with the provisions of the Employment Standards Act.
- 10.4 Should death occur to an employee, any unpaid vacation pay will be paid to the estate of the deceased employee.
- 10.5 All vacation entitlement in the retiring year may be converted to days and be taken prior to date of retirement at the option of the employee.

11.

STATUTORY HOLIDAYS

- 11.1 (a) The Parties agree to the following Statutory Holidays, with pay: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and such other holidays as may be proclaimed or declared by law and are recognized by the Employer. Payment for Statutory or Proclaimed Holidays shall be at the employee's standard basic daily rate of pay.
- (b) Each employee shall be entitled to one (1) day with pay each year, to be known as a Floating Holiday. Employees starting on or before October 15th of any year shall be entitled to such Floating Holiday described in that year. This day may not be carried forward from one year to the next. This day shall be granted at a time mutually agreed to by the employee and the Department Head subject to the operational

requirements of the section in which the employee works.

- +1 (c) Employees shall be entitled to either a one (1) day holiday with pay on the working day immediately before Christmas Day or the working day immediately before New Year's Day. The one (1) day Holiday to be arranged and scheduled by November 25th according to seniority. In the event that operational requirements preclude the taking of this one (1) day, at the Employer's discretion. the one (1) day shall be worked and the employee shall receive his/her regular pay for the eight hours plus time and one-half (1 1/2). In the event that overtime is required beyond the regular hours on this day, overtime rates shall commence in the 9th hour at two (2) times the standard rate per hour.

Such one (1) day shall be effective for new employees only if the employee commenced work on November 10th or earlier of that year.

- 11.2 Employees required to perform work on a seven (7) day shift basis shall be entitled to an additional day's pay. or a day in lieu at the employee's option. should any designated Statutory or Proclaimed Holiday fall on his/her scheduled day off.

The employee may have the option of a day off in lieu of a day's pay provided he/she gives the Department Head two (2) weeks' notice in advance of such day and where the option of a day off is exercised. it shall be a day that shall be approved by the Department Head.

- 11.3 Employees required to perform work on any of these Statutory or Proclaimed Holidays shall. in addition to the remuneration as outlined in Clause 11.1 be paid at two (2) times the standard rates for any hours worked with a guaranteed minimum of (4) hours pay.

- 11.4 An employee shall not be paid for any Statutory Holiday.

- (a) if he/she does not work on such Holiday without good cause when he/she has been scheduled to do so. or
- (b) if he/she has been absent without good cause on the scheduled working day immediately preceding or succeeding such Holiday, or

- (c) if he/she has not been employed by the Employer for at least thirty (30) continuous days but, notwithstanding the provisions of this paragraph, where more than one (1) Statutory or Proclaimed Holiday occurs or is observed in such period he/she is to be paid in accordance with the terms of this Agreement for all such Statutory or Proclaimed Holidays except one (1) thereof. and
- (d) the Employer shall determine whether there has been good cause for such absence, subject to the limitation that holiday pay shall not be unjustly withheld
- (e) when an employee has not earned wages on at least twelve (12) days during the four work weeks immediately preceding such holiday.

11.5 Where any Statutory or Proclaimed Holiday described in clause 11.1 of this Article falls on a Saturday or Sunday and is not proclaimed as being observed on another day, the immediately preceding Friday or the immediately following Monday at the discretion of the Employer is to be deemed a holiday for all purposes of this Agreement. The deemed day shall be the only day on which premium pay as described in this Article shall be paid.

Notwithstanding the foregoing, shift workers who work on a regularly scheduled seven (7) day shift work basis shall be paid the premium for the Statutory or Proclaimed Holiday only on the actual day on which the Statutory or Proclaimed Holiday falls. The "actual day" for the purposes of this clause shall conform to any Federal or Provincial Statutes which govern the day in which the Statutory or Proclaimed Holiday must fall.

12. SICK LEAVE, PENSION AND GROUP MEDICAL AND HOSPITALIZATION PLANS

- 12.1 The benefits provided hereunder shall continue for the life of this Agreement.
- 12.2 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.
- 12.3 On completion of three months service with the Employer. an employee shall be entitled to the following benefits:
 - (a) Group Life Insurance with benefits equal to one and one half (1 1/2) the annual basic wage rate of the employee to the nearest one thousand dollars.
 - (b) Thirty-five (35) cent deductible Prescription Drug Plan.

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Dental care plan, as per the attached Schedule, under the terms of the current Ontario Dental Association (O.D.A.) schedule.

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Vision care plan to cover the employee and his/her dependents (\$100 every 2 years): effective January 16, 1990 (\$200 every 2 years)

- (e) Effective January 16, 1990, Chiropractor service qualifies as a charge but only to the extent that the Chiropractor qualifies in accordance with the laws of the Province in which he/she is practising within the scope of his/her licence.

The maximum charge for each visit is not to exceed the schedule of fees approved by the Association of which the practitioner is a member. and where there is no approved schedule of fees, the charge must be reasonable.

The maximum is \$200 per person per calendar year.

- 12.4 All employees shall be enrolled in the Ontario Health Insurance Plan (O.H.I.P.).

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- 12.5 All employees shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer shall pay only the Employer's required contribution.

- 12.6 On completion of the probationary period an employee shall also be entitled to the following benefits:

- (a) Short Term Income Protection detailed in the attached plan. The provisions of the "Cumulative Sick Leave Allowance" Bylaw, as amended, shall continue as modified by the Income Protection Plan.

- (b) Long Term Disability plan detailed in the attached plan.

- 12.7 The Employer agrees to pay full coverage for all benefit plans for laid off employees for a period of up to six (6) months providing the employee has completed his/her probationary period. Benefit plans shall mean dental, drug, vision care, group life and Ontario Health Insurance.

- 12.8 (a) Any dispute over the payment of benefits shall be adjusted between the employee and the Insurance company.

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- (b) The Employer will use its best efforts to assist the employee in dealing with the Insurance company and agrees to provide all documentation and consultation when requested by the employee or by the employee and Union.
 - (c) The Employer agrees to provide that the employee and a Union representative, if the employee so chooses, may deal directly with the Insurance company regarding any dispute over payment of benefits.
 - (d) The Employer agrees to provide the Union with copies of all relevant Insurance policies.
- 12.9 The Union agrees that the Employer may allocate the Unemployment Insurance Premium Rebate received for each employee towards the annual cost of benefit plans.
- 12.10 The normal date of retirement for employees shall be the first day of the month following that in which the employee attains his/her 65th birthday.
- 12.11 Certificates covering any illness or injury will not be accepted by the Department later than two (2) weeks following such illness or injury unless there are extenuating circumstances made known to the Department by the third day of the illness or injury.
- 12.12 The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change.
- 12.13 Whenever an employee recovers from a third party, any amount claimed for loss of wages or sick leave, he/she shall repay to the Employer forthwith the amount of all monies paid to him/her by the Employer, in respect of the period for which such amount is recovered from the third party, provided that the amount to be repaid to the Employer shall not exceed the amount recovered from the third party.

In the event the employee repays to the Employer the amount of sick leave paid, the attendance record shall be altered in the following manner:

- (a) the number of occasions recorded for this absence shall be removed;
- (b) the number shall be amended to appear as a leave of absence;
- (c) the sick bank, if utilized, shall be restored to its former balance;

(d) vacation entitlement shall not be effected by this amendment.

12.14 The following benefits will be provided to any employee retiring under the OMERS 90 factor, or any employee between the ages of 55 and 65 who retires on an early OMERS or Workers Compensation disability pension if he/she has a minimum of ten (10) years continuous employment with the Employer at the time of retirement:

Ontario Health Insurance Plan
Extended Medical Plan
Vision Care Plan
Dental Care

Life Insurance (1 1/2 times the annual salary of the employee at time of retirement rounded to the nearest one thousand dollars).

The following conditions apply:

- (a) The OHIP coverage listed above will automatically cease at the appropriate time if the employee's spouse attains the age of 65 before the employee does.
- (b) The above benefit coverage terminates on the last day of the month in which the employees attains age 65, or in which his/her death occurs.
- (c) The above benefit coverage will only be available to retirees if benefit coverage is not available through other means (i.e. other employment or spousal coverage).

12.15 The Employer has the right to direct any employee who has incurred six (6) or more absences in two (2) consecutive years to a counselling or medical facility of the employees choice. The Employer shall pay the full cost of the counselling or medical intervention program.

The employee has the right to refuse such direction. however. in the event of such refusal. the employee shall be considered to have received such counselling or medical intervention.

13. SENIORITY (INCLUDING CASUAL AND PROVISIONAL)

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- 13.1 Employees with less than 6 months aggregate service with the Employer will be considered probationary. Such employees shall attain seniority rights only after completion of such probationary period.
- 13.2 (a) (i) Seniority for the purpose of this Agreement shall be defined as the length of aggregate service of an employee in the scope of Local 5 with the Employer, uninterrupted by severance of service with the Employer other than lay-off as provided for in the Collective Agreement.
- (ii) Total service with the Employer will be the governing factor for seniority for those employees in the bargaining unit prior to January 16, 1980.
- (iii) The intent of the foregoing is to apply for purposes of lay-offs, recalls and promotions. 27/ACD
- (b) On completion of the probationary period, an employee shall be classed as a regular employee and shall be entitled to:
- (i) progress from the hiring rate to the permanent rate established for the job;
- (ii) a seniority date reflective of his/her aggregate service;
- (c) An employee laid off prior to completion of his/her probationary period, when called back, shall continue his/her probationary period from where it was interrupted.
- 13.3 Seniority shall be based on bargaining unit-wide seniority.
- 13.4 (a) The Union shall be notified of employees hired for a specific term or task not to last more than six months and who shall be referred to as provisional employees. Such employees shall not attain seniority nor be entitled to benefits provided by the Collective Agreement.
- (b) No position shall be filled for a period in excess of six months by:
- (i) renewing a provisional employee's appointment; OR
- (ii) appointing a series of provisional employees.

(c) A provisional employee who works beyond six months shall be considered as a regular employee with all rights as provided for by this Collective Agreement.

(d) A provisional employee shall not be able to grieve the termination of his/her service on the basis of completion of the term or task.

13.5 The Employer agrees to compile and post yearly, in the month of January, and make available at the Human Resources Centre, a list of the names of all employees, showing the seniority standing of each employee.

13.6 Protests regarding seniority standing must be submitted by the Union in writing to the Commissioner of Human Resources within thirty (30) days from the date seniority lists are posted. When proof of error is presented by an employee or his/her representative, such error shall be corrected and when so corrected the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of any employee unless concurred in by the Union.

13.7 The Union recognizes that employees:

(a) who are hired on a provisional basis or in an emergency situation; or

(b) who are students and who are hired for school vacation periods; or

(c) who are hired on make work schemes initiated by either the Federal or Provincial Governments

shall not be classed as "regular employees" and shall not attain seniority. However, regular employees who are transferred to a make work scheme shall retain all rights and benefits under the said Collective Agreement.

13.8 No student, probationary, or provisional employee coming within the scope of the Local 5 Agreement shall operate motorized equipment if employees coming within the scope of Local 5 on the same shift and in the same section as described in Article 6.8 are available and qualified to operate such equipment.

13.9 No student coming within the scope of the Local 5 Agreement shall continue to be employed beyond the second pay week in September in any year.

13.10 An employee's seniority rating and credited service shall be broken by reason of:

(a) dismissal for just cause; or

- (b) voluntary resignation; or
- (c) failure to report for work within a period of two (2) days of recall and further five days after sending a telegram of notice to return to work: or
- (d) absence without leave: or
- (e) a lay-off extending continuously for a period of eight (8) months.

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13.11 Employees who are not in receipt of pay for work performed for a period of 30 months for any reason other than lay-off, shall have their name removed from the payroll of the Employer at the end of the 30 months period, inclusive of Short Term Disability following consultation with the Union. This shall not apply to employees presently in receipt of W.C.B. benefits except permanent pensions.

13.12 Employees who were not considered as "Regular Employees" as of the date of signing of this Agreement, but had completed six months of accumulated aggregate service with the Employer since January 16, 1982 as defined in Article 13, shall be considered as "Regular Employees" as of the date of signing with the appropriate credited service.

Employees with less than six months accumulated aggregate service with the Employer since January 16, 1982 as defined in Article 13 shall be considered as probationary employees and will have no seniority rights until such time as they have completed the six months of accumulated aggregate service.

13.13 Definitions for the purpose of defining seniority in this Agreement:-

- (a) "Accumulated Aggregate Service" is service in the scope of Local 5 uninterrupted by severance of service with the Employer, other than lay-off, as provided for in the Collective Agreement.
- (b) "Probationary period" is a period of six months of accumulated aggregate service as defined above.
- (c) "Probationary Employee" is an employee with less than six months of accumulated aggregate service as defined above, and will have no seniority rights.
- (d) "Regular Employee" is an employee who has completed a probationary period of six months of accumulated aggregate service as defined above.
- (e) "Provisional Employee" is an employee hired for a definite term or task, not to exceed six months, and shall not attain seniority.

14. LEAVE OF ABSENCE

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14.1 Employees requesting time off for the purpose of attending Labour Conventions or other Union Business not connected with this Agreement, shall be granted such time off without pay subject to the following conditions:

- (a) number of employees not to exceed seven (7) for each period of leave, and
- (b) maximum days not to exceed forty (40) days in any calendar year, and
- (c) the number of employees from any one department or sub-department in the case of large departments shall be limited to one (1), save and except--that the Employer shall give consideration to a request by the Union that more than one (1) employee from a department or sub-department in the case of large departments. be permitted leave of absence. and
- (d) the Union shall notify the Commissioner of Human Resources in writing of the names of the employees to be granted time off under the conditions as outlined in this Article, not less than three (3) working days before such leave is to be taken.

Should an emergency situation arise, the President, or his designate, shall telephone the Commissioner of Human Resources. or his/her designate, directly to request the leave of absence for the employee and the Commissioner of Human Resources shall authorize such leave only after checking with the Department Head to see if such leave can be accommodated. Overtime for replacement employees shall be a valid reason for denial.

The Union shall pay the cost of all premium time resulting from leaves of absence for Union business other than those absences that are as a result of contract administration.

14.2 An employee shall be granted three (3) regularly scheduled consecutive work days' leave of absence without loss of pay or benefits in the event of the death of his/her spouse. common-law spouse. child, stepchild. parent, foster parent, adopted parent, parent-in-law, brother or sister. brother-in-law or sister-in-law. grandparent or grandchild.

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Such bereavement leave shall be taken at the time of that bereavement or at the time the employee received notification of such bereavement. Proof of bereavement may be required by the Commissioner of Human Resources.

Where the burial occurs outside the Province, reasonable travelling time up to five (5) working days without pay may be granted at the discretion of the employee's Department Head.

In order to receive the paid leave provided for in this Clause, absence must result in loss of time and pay from a regular shift and the employee must have worked the day before or the day after, provided that an employee granted leave without pay for compassionate purposes within two (2) weeks prior to death shall not lose benefits under this Clause.

- 14.3** One employee designated by the President of Local 5 (or his/her alternate) from time to time shall be granted one day off with pay for the purpose of attending the funeral of a member of Local 5 or a retired member of Local 5.
- 14.4** Members of Joint Union/Management committees including but not limited to Grievance Committee, Labour/Management Committee, Joint Occupational Health and Safety Committees, shall be granted leave of absence with pay for attendance at all meetings with officials of the Employer necessary to the administration of this agreement. including, but without limiting the generality of this section, any meetings or hearings with any Committee or Board necessary to or incidental to the administration of this Agreement.
- 14.5** The Grievance Committee shall be composed of three (3) members, one of whom shall be the Chairman. All members of the Grievance Committee shall be employees of the Employer.
- 14.6** All members of the Negotiating Committee. including the Chairman, shall be employees under this Agreement.
- 14.7** Members of the Negotiating Committee shall be granted leave of absence with pay for attendance at all meetings with Officials of the Employer. including with any Committee. Board or other duly constituted statutory authority, arranged or called for the purpose of
- (a) negotiating or determining any matter arising during the terms of this Agreement. or
 - (b) bargaining with the view towards
 - (i) an extension of or renewal of, with or without modification. this Agreement. or
 - (ii) the making of a new Agreement.

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- 14.8 The Union agrees
- (a) to furnish the Employer with a list of its Negotiating Committee Members. but the said Committee is to be comprised of not more than seven (7) members, and
 - (b) to notify the Employer in writing of any changes in such Committee Members. *63
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- 14.9 An employee who is required to serve as a juror, or as a witness in any court, shall be paid his/her regular rate of pay for his/her normally scheduled working hours for any day or part of a day that he/she is absent because of such service. Jury duty pay, less reasonable expenses incurred by the employee as a result of serving as a juror, or as a witness, shall be paid to the Treasurer of the Employer on receipt thereof by such employee.
- 14.10 The Employer will grant leave of absence without loss of seniority to an employee selected for a full time position with the Union or elected to a public office for his/her term of office. *63
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- 14.11 While on such leave of absence as set out in 14.10 the employee may make the full contribution to continue his/her medical, hospital, pension and other benefits under the Agreement. However, there shall be no obligation by the Employer to make contributions to any of the foregoing premiums on the employee's behalf. The employee's Sick Leave Bank shall remain intact but he/she shall not accumulate further credits during such leave of absence.
- 14.12 An employee who is granted a personal leave of absence without pay of one month or longer shall pay the full cost of available benefits during the leave. Service and seniority shall not accumulate during such leave. Granting of personal leaves of absence shall be at the sole discretion of the Employer. *63
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- 14.13 Maternity leave shall be granted on the conditions as set out in the Employment Standards Act of the Province of Ontario except that the duration of such leave as provided for in the Act. may, upon medical certification, be extended for an additional 9 weeks following birth. *58-A
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15. **PROMOTION AND REDUCTION OF STAFF**

- 15.1 Notice of vacancies shall be posted in a prominent place in all work locations. Applicants will have five (5) working days from the date of posting to apply for such vacancy. Date of posting shall be entered on the notice when it is posted. The notice shall include:
- (a) Educational requirements
 - (b) Experience requirements
 - (c) Special qualifications required
 - (d) Wage Rate
 - (e) Number of positions available.
- 15.2 When a vacancy occurs in any classification, the senior bargaining unit applicant who meets the requirements of the job description or possesses the equivalent skill and experience required to perform the work shall be awarded the position.
- Such requirements shall not be established in a discriminatory manner. Education shall not be the sole factor in denying an employee a position.
- 15.3 If an employee is promoted or appointed to a position, whether included in or excluded from the scope of this Agreement, and within sixty (60) working days proves unsatisfactory or if the employee feels he/she cannot perform the job function in his/her new position, he/she shall be returned to his/her former position without loss of seniority or wage rate. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority.
- 15.4 In all cases of lay-off and recall after lay-off, such lay-off or recall shall be made with seniority being the governing factor provided the employee retained or recalled can perform the work in a satisfactory manner.
- 15.5 No new employee will be hired until those laid off (who have sufficient ability to perform the work required) have been given the opportunity to rehire.
- 15.6 The Employer shall provide notice of lay-off in accordance with the Employment Standards Act to the employee affected in the first instance. Such notice shall be considered to be notice of lay-off and shall contain the possible date of recall and such notice shall also be provided to the junior employee. A copy of this notice of lay-off will be sent to the Union and also posted in a prominent place in the department affected.
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- 15.7 The Employer agrees that, within a period of thirty (30) working days of the posting by it of a new position or classification, a job description for the said position or classification is to be delivered to the Union and which job description shall form and shall be deemed to form a part of this Agreement unless the Union objects to any or all of the said job descriptions within a period of sixty (60) working days after receipt thereof, except this period may be extended by mutual consent. If request for extension does not exceed two (2) weeks. such extension shall not be refused by either party. In the event there is an objection. said objection is subject to the provisions of Articles 18 and 19 of this Agreement, except that it is to be processed commencing with step two (2) of the grievance procedure set forth under Article 18.
- 15.8 Any classification set forth under Schedule "A" to this Agreement that is altered or varied by the Employer is subject to the provisions of Articles 18 and 19 of this Agreement.
- 15.9 An employee replacing another employee for four (4) hours or more on a shift shall receive the higher of the two rates involved for that shift to be computed on a daily basis.
- 15.10 In the event of lay-off within the Local 5 Bargaining Unit, members of the Executive Board of Local 5, Grievance Committeepersons. Shop Stewards and Sergeant-at-Arms shall be the last to be laid off, regardless of where they may be employed. The union shall keep the Employer informed of the names of the members of the Board, Grievance Committeepersons. Shop Stewards and Sergeant-at-Arms and in the event of any dispute. the latest list of names as received by the Employer shall govern. *20/A*
- 15.11 Notwithstanding the foregoing sections of this Article. an employee who has become incapable of fully performing his/her regular duties because of advancing years may be given preference for any available position for which he/she is considered to be competent to perform by the Employer without the necessity for the Commissioner of Human Resources to advertise the position. providing such employee may not displace a more senior employee and the Employer shall advise Local 5 prior to all such appointments. *11/2*

- 15.12 Vacancies created as the result of an employee being absent due to either illness or leave of absence for a minimum period of six (6) weeks, shall be posted and filled when it is known that the employee's absence is expected to be more than six (6) weeks. Notations shall be made on the posting that the vacancy is due to the absence of the employee.

The senior employee in the section who meets the requirements of the job description shall be offered the vacant position for the period of time until the position is posted and filled.

Upon the return of the absent employee, the employee filling the position on a temporary basis shall be returned to his/her former position.

16. **CALL-OUT TIME**

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- 16.1 A Call-out is defined as any situation requiring an employee to be called from his/her place of residence by an authorized official of the Employer to do necessary work for the Employer and then return to his/her residence outside regular working hours.
- 16.2 Call-out shall be paid at overtime rates of time and one-half (1 1/2) for all such call-out for the period Monday through to and including Saturday. Call-out time on Sunday shall be at the rate of double time (2). An employee called out shall be guaranteed a minimum of four (4) hours of work. Where work projects have been scheduled by the Employer to be done after regular hours of work, employees notified by the Employer to report for such work shall be entitled to the conditions set out in this section.

17. DISCIPLINE

17.1 In the event an employee is disciplined, suspended or discharged for other than irregular attendance, written notification of the action stating reasons for such action shall be delivered to the employee within ten (10) working days of the occasion giving rise to the action. Absence due to vacation, sickness or any other reason by the employee involved shall extend the ten (10) days referred to above. An employee shall have the right to have a Steward present at any meeting related to discipline. An employee shall have the right to request a copy of the disciplinary notification be provided to the Union.

17.2 An employee who maintains a clear record for a period of two (2) years following his/her last warning or suspension shall have his/her record cleared at the end of such period as it applies to warnings and suspensions for reasons other than irregular attendance. 9
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17.3 Upon written request to the Commissioner of Human Resources, an employee shall have access during regular working hours to his/her file retained in the Human Resources Centre. He/she shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record. The employee shall be subject to disciplinary measures should he/she remove any documents from such file. A union representative may see an employee's file with the employee's written consent.

18. GRIEVANCE PROCEDURE

18.1 Within the terms of the Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, and which has been submitted by the Union to the Employer in writing. All grievances shall specify the nature of the grievance and the section or sections allegedly violated.

18.2 In order to ensure that differences between the parties are remedied as quickly as possible, the parties agree that the following procedure for submitting and dealing with grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended by mutual consent.

Both parties agree that grievances that are submitted after Step One will have the signature of the Grievance Chairperson or his/her designate. The grievance will not be recognized by either party without signature.

- 18.3 **STEP ONE:** The Employee and the Union Steward shall present the grievance in writing to the employee's Supervisor or Foreman/woman within ten (10) working days of the origin of the grievance.

Within three (3) working days of the written submission a meeting with the grievor, Steward, Foreman/woman and Supervisor will occur to attempt to resolve the grievance.

The Foreman/woman or Supervisor shall respond within three (3) working days of the meeting.

- 18.4 **STEP TWO:** Failing a satisfactory settlement at Step One, the Chairman of the Grievance Committee, or his/her designate shall submit the written grievance to the employee's Department Head within ten (10) working days of the response in Step One.

The Department Head, or his/her designate will meet with the Grievance Committee, the grievor, and the Steward if necessary, within ten (10) working days of the receipt of the grievance. The Department Head, or his/her designate will issue a response in writing to the Chairman of the Grievance Committee within ten (10) working days of the meeting. In the event the Department Head, or his/her designate denies the grievance, the reasons shall be stated in writing.

- 18.5 **STEP THREE:** Failing a satisfactory settlement at Step Two, the Chairman of the Grievance Committee, or his/her designate shall submit the written grievance to the Commissioner of Human Resources within ten (10) working days of the receipt of the response of the Department Head, or his/her designate.

The Commissioner of Human Resources, or his/her designate and the Chief Administrative Officer, or his/her designate will meet with the Grievance Committee, the grievor, and the Steward if necessary, within fifteen (15) working days of the receipt of the grievance. The Commissioner of Human Resources, or his/her designate will issue a response in writing to the Chairman of the Grievance Committee within ten (10) working days of the meeting. In the event the Commissioner of Human Resources, or his/her designate denies the grievance, the reasons shall be stated in writing.

- 18.6 Where the dispute involves:

- (a) the question of general application of or interpretation of the provisions of this Agreement.
or
- (b) a group of employees, or
- (c) the suspension or dismissal of any employee or group of employees

the grievance may be submitted by the Chairman of the Grievance Committee, or his/her designate to the Department Head at Step Two.

In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select one or two employees as representatives of all the affected employees at any and all hearings held in conjunction with the grievance or grievances.

- 18.7** Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 19 within the thirty (30) calendar days of the receipt of the Commissioner of Human Resources response.
- 18.8** Meetings with the Commissioner of Human Resources and/or authorized representatives of the Employer, in reference to grievances, shall be held during the regularly scheduled working hours. Payment shall be at the prevailing rate of pay.
- 18.9** The Employer recognizes the President of the Union, or his/her constitutional replacement, as a member of the Grievance Committee.
- 18.10** Where the complaint referred to in 18.1 relates to a job posting in a section or department other than the one the employee is currently working in, the entire grievance procedure shall occur with the Employer's representatives in the department where the job posting occurred.

19. ARBITRATION PROCEDURE

- 19.1** Where a dispute arises in respect of any of the matters covered by this Agreement, including
- (a) the interpretation, application or administration of this Agreement, or
 - (b) whether a matter is arbitrable, or
 - (c) where an allegation is made that this Agreement has been violated, and

if a satisfactory settlement cannot be reached the matter in dispute may be submitted by the Employer or the Union to a Board of Arbitration.

The Board of Arbitration may consist of a single Arbitrator or by joint Agreement of the parties may constitute a three person Board of Arbitration.

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

19.3 **BOARD OF ARBITRATION:** Either of the parties to this Agreement desirous of exercising this provision, shall give written notice to the other party and at the same time shall appoint its member of the Board of Arbitration. The other party shall within seven (7) calendar days appoint its member to the Board of Arbitration or shall inform the other party in writing of its desire for a single Arbitrator.

Where two (2) members are thus appointed they shall confer jointly in an endeavour to select a third member who shall be the Chairman of the Board. If within ten (10) days the two members have not reached an Agreement the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint a Chairman.

19.4 Where there is a single Arbitrator the Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own Arbitrator and shall bear equally the cost of the Chairman and the arbitration proceedings.

19.5 The Board of Arbitration appointed pursuant to this Article has no jurisdiction to alter, modify or amend, or to make any decision that is inconsistent with, the provisions of this Agreement.

19.6 The decision of the Board of Arbitration appointed pursuant to this Article is final and binding upon the Employer, the Union and any employee affected thereby.

19.7 Notwithstanding the provisions of Article 18 or of this Article

(a) no matter in dispute is to be submitted to arbitration which has not been properly processed through all the previous steps of the grievance procedure as set forth in Article 18, and

(b) a grievance which has not been processed by the grievor, his/her representatives or agents, in accordance with the time limit prescribed in Article 18 and this Article shall be deemed to be withdrawn.

19.8 The time limits and other procedural requirements set forth in Article 18 and this Article are mandatory and not directory. and no matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the grievance procedure within the times specified. The provisions of this section shall not be considered to have been waived under any circumstances by the parties hereto unless they expressly provide a waiver thereof in writing duly signed by both parties.

20. **DEPARTMENT STEWARDS**

20.1 Department Steward is a person elected or appointed by the Union members of his/her department. or sub-department. to represent the employees of the department. or sub-department. in which he/she is employed.

20.2 The Employer acknowledges the right of the Union to elect or appoint one Steward for each department, or sub-department. to assist employees in the presentation of their grievances to their foreman/woman or immediate supervisor.

20.3 The Union acknowledges that Stewards, as well as other members of the Union's committees and the Union's officers. will continue to perform their regular duties on behalf of the Employer. and that:

(a) such persons (not more than one of the above plus the grievor) will not leave their regular duties without obtaining permission from their foreman/woman or immediate supervisor who will be given a reasonable explanation for the requested absence, and

(b) when resuming their regular duties after engaging in duties on behalf of the Union the Steward will report to his/her foreman/woman or supervisor immediately upon their return.

20.4 A department Steward will assist in the Grievance Procedure, as set forth in Article 18 of the Agreement, except that in the absence of a Steward, the Chairperson of the Grievance Committee may act in his/her place. In the event of a grievance by a Steward, the Grievance Chairperson will represent the Steward with his/her grievance.

20.5 Time lost by a Steward, or Chairman of the Grievance Committee, during his/her normal hours of work as set out in Article 4 of the Agreement when authorized to be absent from his/her regular duties under Section 3 of this Article. shall not thereby disqualify him/her for premium rates under Article 6 of the Agreement to which he/she would otherwise be entitled.

20.6 The Union shall notify the Commissioner of Human Resources in writing of the name of each Steward and the Department(s) or sub-department(s) he/she represents before the Employer shall be required to recognize the Steward.

21. UNION SECURITY

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21.1 A compulsory check-off shall apply to all employees coming within the scope of this Agreement. It shall continue during the period of this Agreement. The amount to be deducted shall be such a sum as may from time to time be assessed by the Union or its members according to its constitution. for general union purposes: it shall not extend to special assessments or to an increment in an assessment which relates to special benefits such as for instance. Union insurance, in which the non-union member employees as such would not participate or the benefit of which he/she would not enjoy.

21.2 All deductions made under the provisions of Article 21.1 will be remitted no later than the 20th day of the month following the month of deduction to the proper authorized officials of the Union, together with a list of employees' names eligible for such deductions.

21.3 The Union will save harmless the Employer from any and all claims which may be made against the Employer for amounts deducted from pay as provided in this section.

21.4 The Employer agrees that within thirty (30) days of ratification of the Agreement by the Council, the Union will receive a draft copy of the Collective Agreement between the parties.

21.5 Each employee is to advise his/her immediate supervisor and the Union of his/her current mailing address and phone number as well as any changes thereof within seven (7) days of the effective date of such change.

21.6 The Employer agrees to supply the Union with the list of the names and address of the present and new employees of the bargaining unit. The Union will save the Employer harmless from any and all claims which may be made against the Employer for disclosing such information.

22. JOINT HEALTH AND SAFETY COMMITTEE

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The Employer and the Union agree to recognize the Joint Health and Safety Committee and the right of this committee to represent the employees in all matters dealing with Health and Safety subject to the Occupational Health and Safety Act of Ontario.

23. HEALTH AND WELFARE

23.1 Each unit of a department shall provide First Aid equipment and such equipment shall be administered as provided under the regulations of The Workers' Compensation Act by an employee duly trained in First Aid or by a St. John's Ambulance Course. A First Aid kit is to be supplied by the Employer to each mobile unit and in other appropriate locations of the Employer.

23.2 The Employer agrees to provide proper accommodation for all employees to have their meals. proper washing-up and sanitary facilities and suitable lockers for the storage and protection of clothing.

23.3 All employees shall be provided with the following when required:

- 1 pair of rain pants or leggings
- 1 rain jacket - long or short
- 1 pair of rubber boots or overshoes
- 1 safety helmet with liner
- leather, rubber and cotton gloves
- safety glasses and prescription safety glasses where prescription glass worn
- ear protection (noise control)

23.4 All employees shall receive the following on date of hire:

- 2 short sleeve all weather shirts
- 2 long sleeve all weather shirts
- 4 pairs of all weather pants
- 2 pairs of coveralls (jackets and trousers)
- 1 parka
- 1 pair winter mitts (lined with thumb and forefinger) where required
- Safety shoes or boots of a standard approved by the Ontario Safety Council - this provision includes winter safety boots. Commuter hoots for employees choosing low safety shoes.

All employees in receipt of the above issue of clothing shall be eligible to receive a replacement issue of any of the above on a 1 for 1 basis when such an article is returned to Stores and proves to be:

- (a) either damaged and rendered unusable as a result of the employee's work activities. or
- (b) worn out as a result of normal wear for such garment
- (c) If probation period is not completed by an employee. the employer will deduct monies owing for clothing issued.

- 23.5 Students hired for summer employment, provisional and probationary employees are required to wear safety footwear as a condition of employment. Such safety shoes or boots are to be purchased at no cost to the Employer. The exception to the foregoing shall be a summer student commencing his/her third consecutive summer term. In these circumstances the student shall be reimbursed with the dollar value of the Employer's cost of a pair of safety shoes.
- 23.6 The Employer agrees to provide all specialty tools required for the maintenance of the Employer's equipment. Specialty tools shall be tools not normally possessed by a general automotive mechanic. Further, the Employer agrees to replace tools damaged while in use on behalf of the Employer with a tool of equal quality for employees performing the job of machinists, motor mechanics, welders, carpenters, plumbing repairers, equipment mechanics and yard attendants.
- 23.7 The Employer agrees to provide cleaning service for motor mechanic's coveralls at no cost to the employee.

24. CONTRACTING OUT

- 24.1 No Bargaining Unit employee shall be laid off or terminated as a result of the Employer contracting out any of its work or services.
- 24.2 Prior to contracting out work now performed by the bargaining unit, the Employer shall, where practicable, provide ninety (90) calendar days written notice to the Union so as to allow the Union to make any representations it wishes. Any representations shall be made promptly and in any event within thirty (30) days of the above notice. Departmental information pertinent to the proposed contracting out shall be made available to the Union.

25. RETROACTIVITY

- 25.1 The Employer will make every effort to ensure that all retroactive increases in wages, overtime payments and shift premiums are paid within 30 working days of ratification of the Memorandum of Settlement by both parties to:
- (a) each employee on the payroll of the Employer on the date of the signing of the Memorandum of Settlement; and
 - (b) each employee who retired from his/her employment with the Employer between the expiry date of the immediately preceding Agreement and the date of the Memorandum of Settlement: and

- (c) each employee who terminated their employment between the expiry date of the immediately preceding Agreement and the date of the Memorandum of Settlement. All cheques returned to the Employer due to failure of the terminated employee to notify the Employer of a forwarding address shall be cancelled and shall only be reproduced at the request of such employee within a period not to exceed six (6) months following the ratification date of both parties and such employee shall pay all costs related to the cancelled cheque and production of the new cheque.

26. **REPRESENTATION**

- 26.1 The Union has the right to have, at any time, in attendance, Official Representatives of the Canadian Union of Public Employees or the Union's Business Agent at meetings with the Employer for the purpose of negotiating the terms of a new Agreement or discussing any matter arising out of the terms of an Agreement.
- 26.2 The Employer has the right to have, at any time, in attendance, any supervisory persons, at meetings with the Union for the purpose of negotiating the terms of a new Agreement or discussing any matter arising out of the terms of an Agreement.
- 26.3 ⁶/₁ ~~A Labour-Management Committee~~ will be formed which will meet on request of either party to discuss,
- (a) Labour relations problems other than grievances
 - (b) Safety
 - (c) Health and Welfare
 - (d) Job Descriptions.

27. **OPERATION OF VEHICLE**

Within each section, as defined in this Agreement, senior qualified personnel will operate vehicles and equipment provided that such senior personnel within their classification are available at the start of the shift or at any time during the shift that such vehicles or equipment must be operated.

28.

EDUCATION

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The Employer agrees to place into a special fund one-half cent (1/2 ¢) per hour for each employee in the bargaining unit, calculated on the basis of regular hours only. for the purpose of providing paid leave for Union training. Such monies are to be paid on a quarterly basis into a trust fund established by the Canadian Union of Public Employees (C.U.P.E.) Local 5 and sent by the Employer to the Treasurer of Local 5. This fund shall be used to finance attendance of members of the bargaining unit at Leadership Training Institutes and must not be used to promote the political purposes of any political party. Requests for such leave shall be submitted 30 calendar days prior to the dates of such leave.

29.

TRAVEL ALLOWANCE AND BUSINESS INSURANCE

29.1 Travel allowance shall be paid only under the following conditions:

- (a) the employee is authorized and directed to use his/her vehicle for the purposes of travelling from job site to job site and,
- (b) the employee has presented proof that his/her automobile insurance has been endorsed for business purposes.

29.2 The mileage rate paid per kilometre driven on the Employer's business will be thirty four (.34) cents for the first five thousand (5,000) kilometres per annum and twenty (.20) cents for all kilometres in excess of five thousand (5,000).

30.

TECHNOLOGICAL CHANGE

(a) The Union agrees that the Employer has the right to study or introduce new or improved methods or facilities. Not less than ninety (90) days prior to the introduction or implementation of substantial technological change affecting employees, the Employer shall, by written notice, furnish the Union with all information in its possession of the planned change or changes. Such notice shall contain the information known to the Employer respecting

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- (i) the nature and degree of change,
- (ii) the date or dates on which the Employer plans to effect the change.
- (iii) the location or locations involved.

- (b) Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue which may concern the employment status of any employee.
- (c) The words "technological change" In this Article mean
 - (1) the introduction by the Employer of equipment or material of a different nature or kind than that previously utilized; and
 - (11) a change in the manner in which the Employer carries on its work and undertaking that is directly related to the introduction of that equipment or material.

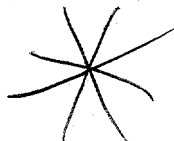
31. **TRANSFERS**

EMPLOYER INITIATED

- 31.1 Where the need arises to transfer employees from one work location to another, the Employer shall respect the seniority of the affected employees within the classification. The foregoing is subject to the employee's ability to perform the work required to the Employer's standards. Such standards shall not be applied in a discriminatory manner.
- 31.2 The Employer agrees that Stewards shall not be transferred from one work location to another unless the need for such transfer is reasonable and necessary to the efficient operation of the Employer's business.
- 31.3 The above provisions shall apply to transfers other than those brought about by vacation, absenteeism. or emergency situations.

EMPLOYEE INITIATED

- 31.4 The Employer agrees that an employee may request of his/her Department Head a transfer from one work location to another for purposes that are reasonable and justified. Such a request for transfer is limited to one (1) per year and is restricted to work areas under the jurisdiction of his/her particular Department Head. The employee requesting the transfer must be able to perform the work required in the new work area into which he/she wishes to be transferred. Such a transfer will be Implemented upon a vacancy in the work area to which the employee wishes to transfer.



31.5 The Employer agrees that Stewards shall not be transferred from one work location to another unless the need for such transfer is reasonable and necessary to the efficient operation of the Employer's business or a transfer that is granted by the Employer on the written request of the employee.

32. DURATION OF AGREEMENT

32.1 This Agreement shall remain in force and effect from and including the 16th day of January 1989, to and including the 15th day of January 1991, and from year to year thereafter unless within a period of ninety (90) days before the 15th day of January in any year either party hereto gives notice in writing to the other party hereto of its desire to bargain with the view towards the renewal with or without modification of this Agreement or the making of a new Agreement.

32.2 The Negotiating Committee of the Union will provide the Employer with notice in writing of the desire to bargain on October 15th of the final year of the Agreement. Any amendments to the Agreement as may be proposed by either party to the Agreement, are to be provided to the other party to the Agreement on October 31st of the final year of the Agreement.

32.3 It is understood and agreed that this Collective Agreement for the period January 16, 1989 to January 15, 1991, is the sole Collective Agreement between the Employer and the Union.

IN WITNESS WHEREOF the Parties hereto have on the *10th* day of *July* 1990 affixed their respective seals attested by the hands of their respective proper officers in that behalf duly authorized.

FOR: THE CORPORATION OF
THE City OF HAMILTON

Robertson
Robertson
MAYOR
City Clerk
City Clerk

FOR: CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5, C.L.C.

James Loft - president
Frank Lewis Thomas - VP
James Wilson
Harry Wilson
George Hall

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SCHEDULE "A"
JOB CLASSIFICATIONS AND RATES OF PAY
LOCAL 5 EMPLOYEES - CITY OF HAMILTON
COVERED BY THE ATTACHED AGREEMENT

SALARY CLASSIFICATION	SCHEDULE	HOURLY RATE	HOURLY RATE
		EFFECTIVE JAN. 16/89	EFFECTIVE JULY 1/89
Motor Mechanic Blacksmith Carpenter Machinist Plumbing Repairman/woman Welder (Ontario Certificate)	D-17	\$15.312(\$15.112)*	\$15.771(\$15.571)*
Lead Hand Welder	D-17A	\$15.528(\$15.328)*	\$15.994(\$15.794)*
Graphic Art Technician	D-15	\$14.735(\$14.535)*	\$15.177(\$14.977)*
Equipment Mechanic I	D-14	\$13.868(\$13.668)*	\$14.284(\$14.084)*
Motor Mechanic II (Non-Certified) Small Equipment Repairman/woman/ Attendant	D-12	\$13.705(\$13.505)*	\$14.116(\$13.916)*
Lead Hand (Streets)	D-11A	N/A	\$13.708(\$13.508)*
Operator I - Roller Operator - Bulldozer Operator - Transcrete Operator - Gradall Operator (Hopto) - Overhead Loader Operator - Oil Distributor Operator - Catch Basin Equipment Operator - Hydraulic Backhoe Operator - Large Power Grader Operator - Utilityman/woman-Tractor Operator (Snow Grooming) - Snow Loader Operator - Asphalt Spreader Operator	D-11	\$13.095(\$12.895)*	\$13.488(\$13.288)*
Giraffe Operator Equipment Mechanic II Lead Hand (Trees) Yard Attendant Equipment Repairman/woman (Recreation) Lead Hand (Greenhouse) Grinder Operator			

* rates listed within brackets are for new Probationary employees

Revised: October 23, 1989

<u>CLASSIFICATION</u>	<u>SALARY SCHEDULE</u>	<u>HOURLY RATE</u>	<u>HOURLY RATE</u>
		<u>EFFECTIVE JAN. 16/89</u>	<u>EFFECTIVE JULY 1/89</u>
Garbage Inspector Assistant Equipment Mechanic	D-10	\$12.965(\$12.765)*	\$13.354(\$13.154)*
Operator II - Flusher Driver - Bombadier Operator - Automatic Road Sander Operator - Small Power Grader Operator - Flusher Tandum Operator - Road Patching Kettle Operator - Snow Flow Operator - Street Sweeper Operator - Tractor Operator - Stores Truck Driver - Garbage Truck Driver - Equipment Operator	D-9	\$12.888(\$12.688)*	\$13.275(\$13.075)*
Asphalt Raker Asphalt Mixer Stumper Operator Motor Mechanic Helper Tree Climber Gardener I Painter Handyman/woman Sports Groundsman/woman Zamboni Operator Rink Attendant I			
Lead Hand (Cemetery)	D-8A	\$12.848(\$12.648)*	\$13.235(\$13.035)*
Operator III - Distributor Driver - Truck Driver (Districts) *** - Truck Driver (Trees) *** - Truck Driver (Parks) *** - Truck Driver (Cemetery) *** - Truck Driver (Property Maintenance) *** - Truck Driver-Labourer (Litter Containers) ***	D-8	\$12.821(\$12.621)*	\$13.206(\$13.006)*
Garbageman/woman Concrete Finisher (Districts) Form Setter			

* rates listed within brackets are for new probationary employees

Revised: October 23, 1989

<u>CLASSIFICATION</u>	<u>SALARY SCHEDULE</u>	<u>HOURLY RATE</u>	<u>HOURLY RATE</u>
		<u>EFFECTIVE JAN. 16/89</u>	<u>EFFECTIVE JULY 1/89</u>
Labourer/Truck Driver ** Concrete Spreader Chipper Operator Garage Attendant Shop Helper Small Mixer Operator Stores Attendant Gardener II Greensman/woman (Chedoke) Plumber's Helper Semi-Skilled Painter	D-7	\$12.758(\$12.558)*	\$13.141(\$12.941)*
Sewer Maintenance Labourer	D-6	\$12.707(\$12.507)*	\$13.088(\$12.888)*
Concrete Cutter Operator Asphalt Burner Operator Labourer **, & Stores Watchman/woman Street Cleaner (Districts) Locker Room Attendant Rink Attendant II/Labourer/Truck Driver (seasonal jobs) Labourer (Provisional)	D-5	\$12.615(\$12.415)*	\$12.993(\$12.793)*
Casual Temporary Labourer Student Labourer	D-3	\$11.881*	\$12.237*
Student Garbagemen/women	D-3A	\$12.372*	\$12.743*
Student Garage	D-3B	\$12.293*	\$12.662*

N.B. ~ It has been agreed by the parties that one Rink Attendant on each shift shall be paid the rate for Zamboni Operator for that shift. The selection of the designated Zamboni Operator shall be on the basis of proficiency in the operation of this equipment as assessed by Management. The designated Zamboni Operator shall be fully responsible for the operation and maintenance of this equipment while he/she is on duty.

& - This classification includes all existing Labourers who do not meet the qualifications (valid Class "D" Licence) for Labourer/Truck Driver and who have been grandfathered. It also includes any employees who has lost the ability or privilege of driving.

- The entry level position in Schedule "A" is Labourer/Truck Driver

* rates listed within brackets are for new probationary employees

Revised: October 23, 1989

SCHEDULE "A"
 JOB CLASSIFICATIONS AND RATES OF PAY
 LOCAL 5 EMPLOYEES - CITY OF HAMILTON
 COVERED BY THE ATTACHED AGREEMENT

<u>SALARY CLASSIFICATION</u>	<u>SCHEDULE</u>	<u>HOURLY RATE EFFECTIVE AUGUST 1/89</u>
Motor Mechanic Blacksmith Carpenter Machinist Plumbing Repairman/woman Welder (Ontario Certificate)	D-17	\$16.007(\$15.807)*
Lead Hand Welder	D-17A	\$16.230(\$16.030)*
Graphic Art Technician	D-15	\$15.401(\$15.201)*
Equipment Mechanic I	D-14	\$14.495(\$14.295)*
Motor Mechanic II (Non-Certified) Small Equipment Repairman/woman/ Attendant	D-12	\$14.315(\$14.115)*
Lead Hand (Streets)	D-11A	\$13.894(\$13.694)*
Operator I - Roller Operator - Bulldozer Operator - Transcrete Operator - Gradall Operator (Hopto) - Overhead Loader Operator - Oil Distributor Operator - Catch Basin Equipment Operator - Hydraulic Backhoe Operator - Large Power Grader Operator - Utilityman/woman-Tractor Operator (Snow Grooming) - Snow Loader Operator - Asphalt Spreader Operator	D-11	\$13.674(\$13.474)*
Giraffe Operator Equipment Mechanic II Lead Hand (Trees) Yard Attendant Equipment Repairman/woman (Recreation) Lead Hand (Greenhouse) Grinder Operator		

* rates listed within brackets are for new probationary employees

Revised: October 23, 1989

<u>SALARY</u> <u>CLASSIFICATION</u>	<u>SCHEDULE</u>	<u>HOURLY RATE</u> <u>EFFECTIVE</u> <u>AUGUST 1/89</u>
Garbage Inspector	D-10	\$13.528(\$13.328)*
Assistant Equipment Mechanic		
Operator II - Flusher Driver	D-9	\$13.437(\$13.237)*
- Bombadier Operator		
- Automatic Road Sander Operator		
- Small Power Grader Operator		
- Flusher Tandum Operator		
- Road Patching Kettle Operator		
- Snow Plow Operator		
- Street Sweeper Operator		
- Tractor Operator		
- Stores Truck Driver		
- Garbage Truck Driver		
- Equipment Operator		
Asphalt Raker		
Asphalt Mixer		
Stumper Operator		
Motor Mechanic Helper		
Tree Climber		
Gardener I		
Painter		
Handyman/woman		
Sports Groundsman/woman		
Zamboni Operator		
Rink Attendant I		
Lead Hand (Cemetery)	D-8A	\$13.382(\$13.182)*
Operator III - Distributor	D-8	\$13.355(\$13.155)*
Driver		
- Truck Driver (Districts) ***		
- Truck Driver (Trees) ***		
- Truck Driver (Parks) ***		
- Truck Driver (Cemetery) ***		
- Truck Driver (Property Maintenance) ***		
- Truck Driver-Labourer (Litter Containers) ***		
Garbage man/woman		
Concrete Finisher (Districts)		
Form Setter		

* rates listed within brackets are for new probationary employees

Revised: October 23, 1989

<u>SALARY</u> <u>CLASSIFICATION</u>	<u>SCHEDULE</u>	<u>HOURLY RATE</u> <u>EFFECTIVE</u> <u>AUGUST 1/89</u>
Labourer/Truck Driver ** Concrete Spreader Chipper Operator Garage Attendant Shop Helper Small Mixer Operator Stores Attendant Gardener II Greensman/woman (Chedoke) Plumber's Helper Semi-Skilled Painter	D-7	\$13.278(\$13.078)*
Sewer Maintenance Labourer	D-6	\$13.212(\$13.012)*
Concrete Cutter Operator Asphalt Burner Operator Labourer **, & Stores Watchman/woman Street Cleaner (Districts) Locker Room Attendant Rink Attendant II/Labourer/Truck Driver (seasonal jobs) Labourer (Provisional)	D-5	\$13.093(\$12.893)*
Casual Temporary Labourer Student Labourer	D-3	\$12.237*
Student Garbagemen/women	D-3A	\$12.743*
Student Garage	D-3B	\$12.662*

N.B. - It has been agreed by the parties that one Rink Attendant on each shift shall be paid the rate for Zamboni Operator for that shift. The selection of the designated Zamboni Operator shall be on the basis of proficiency in the operation of this equipment as assessed by Management. The designated Zamboni Operator shall be fully responsible for the operation and maintenance of this equipment while he/she is on duty.

& - This classification includes all existing Labourers who do not meet the qualifications (valid Class "D" Licence) for Labourer/Truck Driver and who have been grandfathered. It also includes any employees who has lost the ability or privilege of driving.

- The entry level position in Schedule "A" is Labourer/Truck Driver.

• rates listed within brackets are for new probationary employees

Revised: October 23, 1989

SCHEDULE "A"
 JOB CLASSIFICATIONS AND RATES OF PAY
 LOCAL 5 EMPLOYEES - CITY OF HAMILTON
 COVERED BY THE ATTACHED AGREEMENT

SALARY CLASSIFICATION	SCHEDULE	HOURLY RATE	HOURLY RATE
		EFFECTIVE JAN. 16/90	EFFECTIVE JULY 1/90
Motor Mechanic Blacksmith Carpenter Machinist Plumbing Repairman/woman Welder (Ontario Certificate)	D-17	\$16.647(\$16.447)*	\$16.814(\$16.614)*
Lead Hand Welder	D-17A	\$16.879(\$16.679)*	\$17.048(\$16.848)*
Graphic Art Technician	D-15	\$16.017(\$15.817)*	\$16.177(\$15.977)*
Equipment Mechanic I	D-14	\$15.075(\$14.875)*	\$15.226(\$15.026)*
Motor Mechanic II (Non-Certified) Small Equipment Repairman/woman/ Attendant	D-12	\$14.888(\$14.688)*	\$15.037(\$14.837)*
Lead Hand (Streets)	D-11A	\$14.450(\$14.250)*	\$14.595(\$14.395)*
Operator I - Roller Operator - Bulldozer Operator - Transcrete Operator - Gradall Operator (Hopto) - Overhead Loader Operator - Oil Distributor Operator - Catch Basin Equipment Operator - Hydraulic Backhoe Operator - Large Power Grader Operator - Utilityman/woman-Tractor Operator (Snow Grooming) - Snow Loader Operator - Asphalt Spreader Operator	D-11	\$14.221(\$14.021)*	\$14.363(\$14.163)*
Giraffe Operator Equipment Mechanic II Lead Hand (Trees) Yard Attendant Equipment Repairman/woman (Recreation) Lead Hand (Greenhouse) Grinder Operator			

* rates listed within brackets are for new probationary employees

Revised: February 14, 1990

<u>SALARY</u> <u>CLASSIFICATION</u>	<u>SCHEDULE</u>	<u>HOURLY RATE</u>	<u>HOURLY RATE</u>
		<u>EFFECTIVE</u> <u>JAN. 16/90</u>	<u>EFFECTIVE</u> <u>JULY 1/90</u>
Garbage Inspector Assistant Equipment Mechanic	D-10	\$14.069(\$13.869)*	\$14.210(\$14.010)*
Operator II - Flusher Driver - Bombadier Operator - Automatic Road Sander Operator - Small Power Grader Operator - Flusher Tandem Operator - Road Patching Kettle Operator - Snow Plow Operator - Street Sweeper Operator - Tractor Operator - Stores Truck Driver - Garbage Truck Driver - Equipment Operator	D-9	\$13.974(\$13.774)*	\$14.114(\$13.914)*
Asphalt Raker Asphalt Mixer Stumper Operator Motor Mechanic Helper Tree Climber Gardener I Painter Handyman/woman Sports Groundsman/woman Zamboni Operator Rink Attendant I			
Lead Hand (Cemetery)	D-8A	\$13.917(\$13.717)*	\$14.056(\$13.856)*
Operator III - Distributor Driver - Truck Driver (Districts) *** - Truck Driver (Trees) *** - Truck Driver (Parks) *** - Truck Driver (Cemetery) *** - Truck Driver (Property Maintenance) *** - Truck Driver-Labourer (Litter Containers) ***	D-8	\$13.889(\$13.689)*	\$14.028(\$13.828)*
Garbageman/woman Concrete Finisher (Districts) Form Setter			

• rates listed within brackets are for new probationary employees

Revised: January 10, 1990

<u>SALARY</u> <u>CLASSIFICATION</u>	<u>SCHEDULE</u>	HOURLY RATE	HOURLY RATE
		EFFECTIVE JAN. 16/90	EFFECTIVE JULY 1/90
Labourer/Truck Driver ** Concrete Spreader Chipper Operator Garage Attendant Shop Helper Small Mixer Operator Stores Attendant Gardener II Greensman/woman (Chedoke) Plumber's Helper Semi-Skilled Painter	D-7	\$13.809(\$13.609)*	\$13.947(\$13.747)*
Sewer Maintenance Labourer	D-6	\$13.741(\$13.541)*	\$13.878(\$13.678)*
Concrete Cutter Operator Asphalt Burner Operator Labourer **, & Stores Watchman/woman Street Cleaner (Districts) Locker Room Attendant Rink Attendant II/Labourer/Truck Driver (seasonal jobs) Labourer (Provisional)	D-5	\$13.617(\$13.417)*	\$13.753(\$13.553)*
Casual Temporary Labourer Student Labourer	D-3	\$12.726*	\$12.853*
Student Garbagemen/women	D-3A	\$13.253*	\$13.386*
Student Garage	D-3B	\$13.168*	\$13.300*

N.B. - It has been agreed by the parties that one Rink Attendant on each shift shall be paid the rate for Zamboni Operator for that shift. The selection of the designated Zamboni Operator shall be on the basis of proficiency in the operation of this equipment as assessed by Management. The designated Zamboni Operator shall be fully responsible for the operation and maintenance of this equipment while he/she is on duty.

& - This classification includes all existing Labourers who do not meet the qualifications (valid Class "D" Licence) for Labourer/Truck Driver and who have been grandfathered. It also includes any employees who has lost the ability or privilege of driving.

~ The entry level position in Schedule "A" is Labourer/Truck Driver.

• rates listed within brackets are for new probationary employees

Revised: October 23, 1989

SCHEDULE "A"
 JOB CLASSIFICATIONS AND RATES OF PAY
 LOCAL 5 EMPLOYEES - CITY OF HAMILTON
 COVERED BY THE ATTACHED AGREEMENT

***CITY CLASS ADJUSTMENT (IN ADDITION TO PREVIOUS SCHEDULES)

<u>SALARY CLASSIFICATION</u>	<u>SCHEDULE</u>	<u>ADJUSTED RATE</u>	<u>HOURLY RATE EFFECTIVE JAN 16/89</u>
** Labourer/Truck Driver Labourer	D5-D7	\$12.267	\$12.758(\$12.558)
***Truck Driver/Labourer Truck Driver (Districts) Truck Driver (Trees) Oil Distributor Operator Truck Driver (Parks) Truck Driver (Cemetery) Truck Driver (Property Maintenance) Truck Driver-Labourer (Litter Containers)	D7-D8	\$12.328	\$12.821(\$12.621)

Revised: July 26, 1989

<u>SALARY</u>		<u>HOURLY RATE</u>	<u>HOURLY RATE</u>
<u>CLASSIFICATION</u>	<u>SCHEDULE</u>	<u>EFFECTIVE</u>	<u>EFFECTIVE</u>
		<u>JULY 1/89</u>	<u>AUG 1/89</u>
** Labourer/Truck Driver Labourer	D5-D7	\$13.141(\$12.941)	\$13.278(\$13.078)
***Truck Driver/Labourer Truck Driver (Districts) Truck Driver (Trees) Oil Distributor Operator Truck Driver (Parks) Truck Driver (Cemetery) Truck Driver (Property Mtce) Truck Driver-Labourer (Litter Containers)	D7-D8	\$13.206(\$13.006)	\$13.355(\$13.155)

<u>SALARY</u> <u>CLASSIFICATION</u>	<u>SCHEDULE</u>	<u>HOURLY RATE</u> <u>EFFECTIVE</u> <u>JAN 16/90</u>	<u>HOURLY RATE</u> <u>EFFECTIVE</u> <u>JULY 1/90</u>
** Labourer/Truck Driver Labourer	D5-D7	\$13.809(\$13.609)	\$13.947(\$13.747)
***Truck Driver/Labourer Truck Driver (Districts) Truck Driver (Trees) Oil Distributor Operator Truck Driver (Parks) Truck Driver (Cemetery) Truck Driver (Property Mtce) Truck Driver-Labourer (Litter Containers)	D7-D8	\$13.889(\$13.689)	\$14.028(\$13.828)

Revised: July 26, 198

Declaration of Management Policy

We observe and uphold the

HUMAN RIGHTS CODE, 1981

It is public policy in Ontario to recognize the dignity and worth of every person and to provide for equal rights and opportunities without discrimination that is contrary to law.

The Human Rights Code, 1981, provides for equal treatment in the areas of services, goods and facilities, accommodation, contracts, employment, and membership in vocational associations and trade unions without discrimination on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, handicap, age, family status, marital status, the receipt of public assistance (in accommodation only), and record of offences (in employment only).

The Code provides for freedom from harassment in employment and accommodation on all the stated grounds of discrimination.

It is the privilege and the responsibility of every person in Ontario to honour and adhere to the letter and spirit of the Code, and to support its aim of creating a climate of understanding and mutual respect for the dignity and rights of each individual.

We recognize that this applies to all employers, employees, employment agencies, trade unions, professional associations, landlords, tenants, realtors, those entering into a contract, and those providing goods, services and facilities.

ONTARIO HUMAN RIGHTS COMMISSION
400 University Avenue, Toronto, Ontario M7A 1E7

Offices in Hamilton, Kenora, Kingston, Kitchener, London, Mississauga,
Ottawa, Sault Ste. Marie, St. Catharines, Scarborough, Sudbury, Thunder Bay, Timmins, Windsor

INCOME PROTECTION PLAN

This Plan is comprised of two parts:

1. Short Term Income Protection Plan
2. Long Term income Protection Plan

NOTE: This is s Plan description and final details of the Long Term Income Protection Plan will be subject to acceptability of the Insurance company.

The Employers will be responsible respectively only for the arranging of a contract to provide benefits, but the final terms of the Plan will be found in the Master Contract as the governing document.

The Plan was effective January 1, 1982, and revised January 1, 1990.

SECTION A

1. INTRODUCTION TO INCOME PROTECTION PLAN

The following Plan is designed to provide the employee with an income if he/she cannot perform his/her normal duties due to illness/non-occupational injury during both short and long term disabilities. This Plan replaces the Cumulative Sick Leave Allowances Program and is not intended to duplicate or replace any Worker's Compensation Benefits. Provision is included under the Short Term Income Protection Plan to "top up" awards from the Workmen's Compensation Board from an employee's cumulative sick leave plan credits to 100% of earnings. An employee will be paid while he/she is disabled until the earlier of:

- (a) the employee returns to work; or
- (b) the employee retires, either at the normal retirement age or opts to retire early; or
- (c) the employee exhausts his/her entitlements under either of the plans; or
- (d) the employee dies.

2. DEFINITIONS

Employee: For the purposes of this plan an employee is one who is either full time non-union or unionized and covered by a contractual union agreement which includes the Income Protection Plan and who has completed his/her probationary period.

Employee - New: A new employee is one who has not completed his/her probationary period,

Short Term Disability: This is defined as a period of disability resulting from illness/non-occupational injury as determined by a qualified medical practitioner. which prevents an employee from attending his/her regular work and which extends for a period of not more than twenty-six (26) weeks.

Long Term Disability: This is defined as a period of disability resulting from illness/non-occupational injury as determined by a qualified medical practitioner. which prevents an employee from attending work and which extends for a period of more than twenty-six (26) weeks.

Pay:

For purposes of this Plan, a week's pay for hourly paid employees shall be the basic hours worked per week multiplied by the employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime, or other increments.

SECTION B

3. COMMENCEMENT OF I.P.P.

- (a) a new employee shall commence coverage under the Plan on the first working day following completion of his/her probationary period, and
- (b) an employee who is not present at work on becoming eligible, will commence coverage following his/her return to work.

4. SENIORITY SERVICE

Service for all employees, for the purpose of the Plan, shall mean completed years of service with the Employer as of January 1st in any year, and shall commence from the date of their employment with the Employer and shall be based on full years of service in any year.

SECTION C

SHORT TERM INCOME PROTECTION PLAN

5. Short term coverage will apply to disabilities lasting up to twenty-six (26) weeks and pay will be continued in accordance with the following schedule:

(1)

Seniority Service

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<u>Amount Payable</u>
<u>100% of Pay</u> <u>70% of Pay</u>

From the date of eligibility to December 31st	----	plus	15 weeks
1st full year of service as at January 1st	2 weeks	plus	24 weeks
2nd full year of service as at January 1st	3 weeks	plus	23 weeks
3rd full year of service as at January 1st	4 weeks	plus	22 weeks
4th full year of service as at January 1st	5 weeks	plus	21 weeks
5th full year of service as at January 1st	6 weeks	plus	20 weeks
6th full year of service as at January 1st	7 weeks	plus	19 weeks
7th full year of service as at January 1st	8 weeks	plus	18 weeks
8th full year of service as at January 1st	9 weeks	plus	17 weeks
9th full year of service as at January 1st	10 weeks	plus	16 weeks
10th full year of service as at January 1st	11 weeks	plus	15 weeks
11th full year of service as at January 1st	12 weeks	plus	14 weeks
12th full year of service as at January 1st	13 weeks	plus	13 weeks
13th full year of service as at January 1st	14 weeks	plus	12 weeks
14th full year of service as at January 1st	15 weeks	plus	11 weeks
15th full year of service as at January 1st	16 weeks	plus	10 weeks
16th full year of service as at January 1st	17 weeks	plus	9 weeks
17th full year of service as at January 1st	18 weeks	plus	8 weeks

18th full year of service as at January 1st	19 weeks	plus	7 weeks
19th full year of service as at January 1st	20 weeks	plus	6 weeks
20th full year of service as at January 1st	21 weeks	plus	5 weeks
21st full year of service as at January 1st	22 weeks	plus	4 weeks
22nd full year of service as at January 1st	23 weeks	plus	3 weeks
23rd full year of service as at January 1st	24 weeks	plus	2 weeks
24th full year of service as at January 1st	25 weeks	plus	1 week
25th full year of service as at January 1st	26 weeks	plus	0 weeks

Where available, sick leave credits may be used to extend the payment of 100% weeks.

- (ii) Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to illness/non-occupational injury will constitute an occasion:
 - (a) from the first day of absence for the first two occasions of absence in a calendar year, and
 - (b) from the second day of the third absence in the calendar year, and
 - (c) from the third day of the fourth absence in the calendar year, and
 - (d) from the fourth day of the fifth and subsequent absences in a calendar year.
- (iii) Where available, sick leave credits may be used to replace the unpaid days as provided for in (b), (c), and (d) above.
- (iv) When an employee can demonstrate to the Employer that he/she can not attend his/her physician as part of regular on going treatments during the day, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the employee must provide the Employer with documentation from his/her physician at the commencement of the ongoing treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.
- (v) An employee shall be provided up to two one-half (1/2) day absences for doctor appointments in any calendar year. Each of these one-half (1/2) day absences shall not constitute an occasion for the purpose of this plan.

6. . (i) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.
- (a) Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months.
- (b) A disability due to a different cause will be considered a new period after a return to active employment for one month.
7. (i) No benefits will be payable during a period of pregnancy leave of absence to which an employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the employee has applied and been approved by the Employer.
- (ii) Short term disability payments will be offset by any disability benefits payable to the employee from the Canada Pension Plan.
- (iii) An employee who is engaged in outside employment apart from his/her employment with the Corporation/Region is not entitled to any benefits under the provisions of the short term income protection plan for any occupational injury or sickness sustained during such periods of outside employment
- (iv) The Employer will continue to pay fringe benefits costs including Dental, O.H.I.P., Extended Medical benefits, Life Insurance, etc., and any other applicable benefits negotiated for a period not longer than thirty (30) consecutive months. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

REGULATIONS

8.
 - i) An employee shall on the first day of illness/non-occupational injury, report or cause to report such illness/non-occupational injury to his/her Department Head or Supervisor.
 - ii) An employee who fails to report on the first day that he/she is absent from work due to illness/non-occupational injury shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
 - iii) Upon receiving notice of an employee's illness/non-occupational injury, the Department Head or Supervisor shall on the same day report such illness/non-occupational injury on the Daily Absence Status Report as provided by the Commissioner of Human Resources.
 - iv) An employee whose illness/non-occupational injury extends to the third working day shall, on or before the third working day, file a doctor's certificate with the Department Head or Supervisor.
 - v) Where the Department Head or Supervisor has reason to believe that absence of the employee was not due to illness/non-occupational injury, the Department Head may demand a doctor's certificate for one day of absence.
 - vi) An employee whose illness/non-occupational injury extends to fifteen (15) consecutive working days shall, on the fifteenth (15) day and for every subsequent fifteen (15) working days, file a doctor's certificate with his/her Department Head or Supervisor.
 - vii) An employee failing to file a doctor's certificate pursuant to Regulation (iv) or Regulation (v) or Regulation (vi) shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
9. An employee who has been absent on six occasions under this plan in a calendar year shall then be placed on the mandatory doctor's certificate list.
10. The Head of a Department is responsible for reporting to the Commissioner of Human Resources all cases of illness/non-occupational injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.
11. The Commissioner of Human Resources
 - (a) shall keep a record of all sick leave and accumulated credits and

(b) shall notify those responsible for Department payrolls, when an employee is not, or has ceased to be eligible for sick leave benefits.

12. On retirement or death of an employee the Commissioner of Human Resources shall advise those responsible for Department payrolls of the number of days of cumulative sick leave standing to the credit of an employee at the date of his/her retirement or death.

SECTION D

LONG TERM DISABILITY PLAN

13. ELIGIBILITY

All permanent seniority employees who are members of an eligible employee group who have not attained age 65.

14. EFFECTIVE DATE OF BENEFITS

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

15. LONG TERM DISABILITY BENEFIT

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

16. MONTHLY BENEFIT

Your monthly benefit is equal to ~~66~~ ⁷⁵ 2/3% of your normal monthly earnings which are defined as your base rate times the regular hours per week and excludes overtime pay. This amount is reduced by an income payable to you as a result of your disability from any of the following sources:

- (i) Sick Pay from the City
- (ii) Any other group insurance disability benefits arranged through the Employer or any professional association
- (iii) Retirement benefits from the City/Region, or a governmental plan
- (iv) Governmental disability benefits
- (v) Workmen's Compensation benefits
- (vi) Canada or Quebec Pension Plan benefits (excluding benefits for dependents and automatic adjustment due to Cost of Living Index while receiving benefit).

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

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17. **COMMENCEMENT OF BENEFITS**

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

18. **BENEFIT PERIOD**

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

- (i) Attainment of age 65
- (ii) Cessation of total disability
- (iii) Attainment of date of retirement
- (iv) Death

19. (i) **DEFINITION OF TOTAL DISABILITY**

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

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

(ii) **RECURRENT DISABILITIES**

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

- (a) 1 month if satisfying the qualifying period, or
- (b) 6 months if receiving the disability benefits.

20. **REHABILITATIVE EMPLOYMENT**

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

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

8.

9. 10.

21. WAIVER OF PREMIUM

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

22. TERMINATION OF EMPLOYMENT

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

23. EXCEPTIONS AND LIMITATIONS

Benefits are not payable for the Following:

- (i) A disability where you are not under continuing medical supervision and treatment.
- (ii) A disability caused by intentionally self-inflicted injuries or illness while sane. or self-inflicted injuries or illness while insane.
- (iii) A disability resulting from insurrection. war. service in the armed forces of any country, or participation in a riot.
- (iv) Pregnancy related disabilities during any period you are on pregnancy leave of absence to which you are entitled under applicable Provincial statutes or mutually agreed to by you and the City/Region.
- (v) Alcoholism. drug addiction or any mental condition connected therewith. unless the insured person is under active treatment in. or certified as being actively supervised by a rehabilitation centre or Provincially designated institution.
- (vi) If your disability is due to a nervous, mental, psychological or emotional disorder. payments will not be made unless you are under the care of a registered specialist in psychiatry. OR a doctor approved by a registered specialist in psychiatry.

24. COST OF THE PLAN

The premiums will be paid in full by the Corporation/Region.

25. TAXABILITY OF BENEFITS

Because the premiums are paid by the Corporation/Region, all benefit payments from the Plan during a period of disability are considered as taxable income.

26. CLAIMS

To make a Long Term Disability claim, obtain a claim form from the Human Resources Centre, have your doctor complete the form and return It to the Human Resources Centre.

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

SECTION E

NOTES:

27. SICK LEAVE CREDITS

- (i) Sick leave credits presently accrued to existing permanent employees shall be frozen as of the end of the month prior to the implementation of the I.P.P. and no further credits will be granted. The term "frozen" shall mean the number of days standing to the employee's credit as of the date of the commencement of the Plan. The value will be that in effect on the date utilized.
- (ii) The terms of the existing Cumulative Sick Leave Allowances Plan shall remain in effect, except as modified by this Plan.
- (iii) An employee may use any or all of his/her sick leave credits at current value to supplement benefits of the Short Term I.P.P.
- (iv) An employee may elect to Supplement a Worker's Compensation Board award up to 100% of regular earnings.
- (v) The number of credits to be deducted from the Cumulative Sick Leave Allowances balance shall be pro-rated equal to the ratio of supplementary payments to regular earnings.

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DENTAL RIDER I

**ENDODONTIC SERVICES
PERIODONTAL SERVICES
SURGICAL SERVICES**

The following dental procedures are added to and form part of your dental coverage. Please refer to the "Summary of Benefits" for information regarding reimbursement of charges incurred under this Rider.

BENEFITS

ENDODONTIC SERVICES

(Root canal treatment)

Pulp capping 31100, 31110

Pulpotomy 32201, 32202, 32210, 32211

Root canal therapy 33100, 33120, 33200, 33220, 33300, 33320, 33400, 33420,

Apexification 33501, 33502, 33503, 33504, 33511, 33512, 33513, 33514

Periapical services 34101, 34102, 34103, 34104, 34111, 34112, 34114, 34115,
34201, 34202, 34203, 34212, 34213

Root amputation 34401, 34402

Gingival curettage 39100

Alveolectomy 39110

Banding of tooth to maintain sterile operating field 39120

Hemisection 39210, 39220, 39230, 39300

Chemical bleaching 39400

Intentional removal, apical filling & reimplantation 39501, 39502, 39503, 39600

Emergency procedures 39901, 39902, 39903, 39904, 39910,
39940, 39960, 39970, 39980, 39985

PERIODONTAL SERVICES

(Diagnosis & Treatment of Gum Tissue)

Exam Periodontal Recall 01203

Application of displacement dressing 41100

Management of acute infections and other oral lesions 41200

Decontamination of tooth surface 41300

Gingival curettage 42001

Gingivoplasty 42002

Gingivectomy 42003

Osteous surgery 42100, 42101

over..

DENTAL RIDER 2

COMPLETE AND PARTIAL DENTURES DENTURE REPAIRS AND RELINES

The following dental procedures are added to and form part of your dental coverage. Please refer to the "Summary of Benefits" for information regarding reimbursement of charges incurred under this Rider.

BENEFITS

PROSTHODONTIC SERVICES - REMOVABLE

Complete dentures (once every 5 years) 51100, 51110, 51120, 51300, 51310, 51320, 51600, 51610, 51620

Partial dentures (once every 5 years) 52120, 52121, 52220, 52221, 52230, 52231, 52320, 52321, 52400, 52410, 52500, 52510, 52520, 52525, 52530, 52531, 52535, 52600, 52610, 52620, 52630, 52800

Denture adjustments 54250, 54300, 54301, 54302

Denture repairs 55101, 55102, 55103, 55104, 55201, 55202, 55203, 55204, 55520, 55530, 55700

Denture rebasing, relining 56200, 56201, 56210, 56211, 56220, 56221, 56230, 56231, 56260, 56261, 56262, 56263, 56264, 56265, 56270, 56271, 56272, 56273

Charges when applicable to the above procedures) ~~55520, 55530, 55700~~
Diagnostic casts ~~55520, 55530, 55700~~

DENTAL RIDER 4

CROWN AND BRIDGEWORK REPAIRS TO CROWNS AND BRIDGEWORK

The following dental procedures are added to and form part of your dental coverage. Please refer to the "Summary of Benefits" for information regarding reimbursement of charges incurred under this Rider.

BENEFITS

RESTORATIVE SERVICES

Gold foil restorations [REDACTED]
Metal inlay restorations 25100, 25200, 25300, 25500
Retentive pins 25601, 25602, 25603, 25604, 25605
Onlay/inlay, porcelain [REDACTED]
Porcelain repair [REDACTED]
Crowns 27100, 27110, 27130, 27140, 27200, 27210, 27300, 27310, 27500
Post and core 27700, 27701, 27702, 27710, 27711, 27712
Metal transfer coping 27800, 27810
Other restorative services 29100, 29300, 29501, 29502, 29503, 29511, 29512, 29513, [REDACTED]

PROSTHODONTIC SERVICES FIXED (once every 5 pin)

Evaluation of extensive restorative dentistry 60100
Pontics 62100, 62200, 62500, 62510, 62600, 62700, 62702, 62800
Retainers - inlay, onlay 65200, 65300, 65400, 65500
Repairs 66100, 66200, 66300, 66400, 66500, 66600, 66610, 66620, [REDACTED]
Retainers - crowns 67100, 67101, 67110, 67200, 67210, 67400, 67410, 67600,

Splinting 69610, 69620
Retentive pins in abutments 69701, 69702, 69703, 69704, 69705
Provisional coverage in extensive restorative dentistry [REDACTED]

OTHER SERVICES

In-office laboratory charges (when applicable to the above procedures) [REDACTED]
Diagnostic casts [REDACTED]

DENTAL PLAN 7

PREVENTIVE SERVICES

Reimbursement of charges incurred by you and your eligible dependants for the following dental procedures will be made up to the fees outlined in the applicable Dental Association Fee Guide. Please refer to your Blue Cross Certificate for information regarding the appropriate Fee Guide and reimbursement of dental charges.

If you and the dentist wish to have payment made directly to the dentist, have a completed Blue Cross/ODA/CDA standard dental claim form forwarded to Blue Cross.

If you wish to claim directly from Blue Cross, the completed claim form signed by the dentist should be sent to Blue Cross at 150 Ferrand Drive, Don Mills, Ontario M3C 1H6.

EXCLUSIONS

- Dental services not listed under Benefits.
- Dental services or supplier for cosmetic purposes.
- Charges in excess of the applicable Fee Guide for General Practitioners as shown on your Blue Cross Certificate.
- Dental services paid through any other source such as government or any other service.

BENEFITS

EXAMINATIONS

Complete oral examination (once every 3 years) 01110, 01120, 01130

Recall oral examination (once every 6 months) 01200

Emergency examination 01300

Specific oral area examination 01400

CONSULTATIONS

With patient (maximum 2 units any 12 months) 05200

With another dentist 93100

RADIOGRAPHIC EXAMINATION (X-RAY)

Complete series intra oral films (once every 3 years) 02100, 02101

Periapical films 02111 - 02123 (inclusive)

Occlusal films 02131 - 02134 (inclusive)

Posterior bitewing films (once every 6 months) 02141 - 02146 (inclusive)

Extra oral films 02201 - 02204 (inclusive)

Sinus examination 02304

Sialography 02400

Use of radiopaque dyes to demonstrate lesions 02430

Temporomandibular joint films 02504, 02505

Panoramic film (once every 3 years) 02600

Cephalometric films 02701 - 02705 (inclusive)
Tracing of radiographs 02750
Interpretation of radiographs from another source 02800
Tomography 02920
Hand and wrist (as diagnostic aid for dental treatment) 02930
DIAGNOSTIC SERVICES
Bacteriologic cultures for determination of pathologic agents 04100
Dental caries susceptibility test 04200
Biopsy, soft-hard tissue 04300, 04310
Cytological examination 04330
PREVENTIVE SERVICES
Prophylaxis (scaling) (once every 6 months) 11100, 11200, 11300
Preventive Recall Packages (once every 6 months)
11201-11203, 11301-11303, 11401-11403, 11501-11503
Fluoride treatment 12400, 12500
Oral hygiene instruction (once every 6 months) 13200, 13210
Caries/pain control 13600
Interproximal spacing of teeth 13700
RESTORATIVE SERVICES
Amalgam restorations (silver fillings)
Primary teeth 21101 - 21105 (inclusive)
Permanent anterior and bicuspid teeth 21211 - 21215 (inclusive)
Permanent molar teeth 21221 - 21225 (inclusive)
Pin reinforcement 21301 - 21305 (inclusive)
Stainless steel crowns 21401, 21403, 21411, 21413, 21421, 21423,
23126-23129, 23201-23204, 23221-23225
Occlusal equilibration (8 units of time every 12 months) 43310
SURGICAL SERVICES
Removal of erupted tooth (uncomplicated)—
Single tooth 71101
Each additional tooth in same surgical site 71111
Removal of erupted tooth (complicated) 72100
Removal of impacted tooth 72210, 72220, 72230, 72240
Removal of residual roots 72310, 72320
ANAESTHESIA
92110, 92120, 92201, 92202, 92215, 92251, 92252, 92310, 92311, 92330,
92340
PROFESSIONAL VISITS
94100, 94200, 94400

DRUG PLAN - FORMULARY TWO

BENEFIT

Drugs, serums and injectibles; insulin, needles, syringes and testape for use by diabetics; purchased on the prescription of a medical doctor.

There are no exclusions because of existing or pre-existing health conditions.

Refer to the "Summary of Benefits" for information regarding reimbursement of this benefit.

LIMITATIONS

This Plan does NOT include patent or proprietary medicines, vitamins (unless injected), drugs paid for by any other agency and drugs not approved for legal sale to the general public in Canada.

CLAIMS

- Reimbursement of claims submitted by Ontario Blue Cross "Agreement" pharmacies will be made directly to the pharmacy; or
- claim reimbursement directly from Blue Cross by submitting receipts showing the prescription number, name, strength, and quantity of drug dispensed, cost, date of purchase, and name of patient together with a claim form (usually obtained from your personnel office) to:

Ontario Blue Cross
150 Ferrand Drive
Don Mills, Ontario
M3C 1H6

CONVERSION

When an employee or dependant leaves the group, he/she can obtain Blue Cross coverage through a special non-group "pay direct" plan which includes a prescription drug benefit. This conversion privilege is particularly valuable to persons

- entering retirement
- changing employment and
- to children who no longer qualify as dependants because of age, marriage or employment.

Application for this special non-group "pay direct" coverage must be made within 30 days of leaving the group.

VISION PLAN

BENEFITS

This Plan provides a vision benefit, up to the amount and frequency shown on your Blue Cross Certificate, to you and each eligible dependant for eyeglasses (frames and/or lenses including contact lenses), and/or replacement glasses prescribed as a result of an eye examination by a licensed medical doctor, ophthalmologist or optometrist and purchased while coverage is in force.

This benefit may also be used for charges incurred to repair existing glasses (frames and/or lenses).

LIMITATIONS

Eyeglasses must be purchased and repairs made for your use or the use of a recognized dependant. The certificate of coverage is not transferable.

EXCLUSIONS

- The cost of the eye examination is not covered (eye examinations however, may be covered under your basic provincial government health plan);
- Industrial safety glasses;
- Charges for expenses covered by Workers' Compensation Board, or any government agency or third party.

CLAIMS

- If eyeglasses or repairs are obtained from a Blue Cross participating provider, the optician or optometrist may bill Ontario Blue Cross directly for the maximum amount allowed

or

- claim re-imburement directly from Blue Cross by submitting a claim form to Ontario Blue Cross, 150 Ferrand Drive, Toronto, Ontario, M3C 1H6, attaching a printed receipt from the optometrist or optician showing the date of purchase or repair, the amount charged and the name of the person for whom the purchase was made or the service rendered.

ADDITIONAL DENTAL INFORMATION

COVERAGE FOR FIXED AND REMOVABLE PROSTHODONTICS AND MAJOR RESTORATIVE

Subject to 50% co-insurance

Maximum amount payable for each insured person in any twelve month consecutive period shall not exceed \$500.00. Effective January 1, 1988, the maximum amount payable shall increase to \$1,000.00.

COVERAGE FOR ORTHODONTICS

Effective January 1, 1988

Subject to 50% co-insurance

Maximum amount payable for each eligible dependent in a lifetime shall not exceed \$1,000.00. Coverage for dependent children to age 18 only.

Effective May 21, 1989

Subject to 50% co-insurance

Maximum amount payable for each eligible dependent in a lifetime shall not exceed \$1,500.00. Coverage for dependent children to age 18 only.

ADDITIONAL DENTAL BENEFITS

In addition to those dental plan benefits described on your claim form/brochure the following services are included, at the appropriate co-insurance:

- (a) crowns and inlays
- (b) fixed bridgework, removable partial dentures or complete dentures ("appliance"), including temporary dentures
- (c) replacement of existing appliances:
 - (i) if necessitated by the extraction of additional natural teeth while insured under the plan
 - (ii) if the existing appliance is at least 5 years old and cannot be made serviceable
 - (iii) if an immediate temporary denture is replaced with a permanent denture within 12 months of the temporary installation
- (d) maintenance of an existing appliance.

REMOVABLE PROSTHODONTICS

Complete dentures (once every 3 years): 51100, 51110, 51120, 51300, 51310, 51320, 51600, 51610, 51620

Partial dentures (once every 3 years): 52120, 52121, 52220, 52221, 52230, 52231, 52320, 52321, 52400, 52410, 52500, 52510, 52520, 52525, 52530, 52531, 52535, 52600, 52610, 52620, 52630, 52800

FIXED PROSTHODONTICS (once every 3 years)

Pontics: 60700, 62100, 62200, 62500, 62510, 62600, 62700, 62702, 62800

Retainers - inlay, onlay: 65200, 65300, 65400, 65500

Repairs: 66100, 66200, 66300, 66400, 66500, 66600, 66610, 66620

Retainers - crowns: 67100, 67101, 67110, 67200, 67210, 67400, 67410, 67600

Splinting: 69610, 69620

Retentive pins in abutments: 69701, 69702, 69703, 69704, 69705

MAJOR RESTORATIVE

Metal inlay restorations: 25100, 25200, 25300, 25500

Retentive pins: 25601, 25602, 25603, 25604, 25605

Crowns: 27100, 27710, 27130, 27140, 27200, 27210, 27300, 27310, 27500

Post and core: 27700, 27701, 27702, 27710, 27711, 27712

Metal Transfer coping: 27800, 27810

Other restorative services: 29100, 29300, 29501, 29502, 29503, 29511, 29512, 29513

EXTENSION OF BENEFITS

If an employee or dependant has impressions taken or a tooth prepared for an appliance while insured and insurance ceases because of termination of employment. then insurance will be deemed to continue in force for 90 days for charges incurred under that treatment.

Claims will **not** be paid for any crowns. bridges or dentures for which impressions were made prior to the date when the individual's insurance started. Also. claims will not be paid for replacement of mislaid. lost or stolen appliances.

ORTHODONTICS

DIAGNOSTIC:

Orthodontic casts: 04530

PREVENTATIVE:

Space maintainers: 15100, 15110, 15111, 15120, 15200, 15210, 15300, 15310, 15400, 15500, 15600

OBSERVATION & ADJUSTMENT:

Observations: 80610
Observation and adjustment: 80620
Repairs: 80630
Alterations: 80640
Re-cementations: 80650
Separation: 80700

ORTHODONTIC APPLIANCES:

Removable 81105, 81106, 81110, 81111, 81115, 81116, 81120, 81125, 81126, 81130, 81131, 81140
Fixed-bilateral: 81201 - 81214 (inclusive)
Fixed-unilateral: 81251, 81252, 81261
Appliances to control harmful habits: 82050, 82101, 82102, 82201, 82202
Myofunctional therapy: 82300
Retention Appliances: 83111, 83112

Prior to commencement of Orthodontic treatment. the dentist should prepare a report outlining the details with respect to malocclusion. **diagnosis**, proposed treatment and applicable fees. This treatment plan should be forwarded to Blue Cross for review to establish the extent of payable benefits.

LETTER OF UNDERSTANDING

The Employer agrees to provide each new employee who is hired for a position within Schedule "A" of the Collective Agreements an information kit which is to be supplied to the Employer by the Union.

LETTER OF UNDERSTANDING

That upon completion of the job descriptions being developed in the Job Evaluation program the City of Hamilton will implement a posting document similar in style and content to that presently in use by the Regional Municipality of Hamilton-Wentworth.

LETTER OF UNDERSTANDING

That until completion of the job descriptions being developed in the Job Evaluation program the Employer will provide to the Union an outline of any change in duties within a job description. Nothing in this letter of understanding prohibits the right of the Employer to direct the workforce nor to ensure that required functions are performed.

LETTER OF UNDERSTANDING

The Employer agrees where possible during periods of extreme cold and extreme condition of heat that the Employer shall make an effort to provide rest periods in warmer or cooler environments where appropriate.

LETTER OF UNDERSTANDING

When the City purchases a unique piece of equipment, the suppliers of that equipment will be asked to provide in-house training.

LETTER OF UNDERSTANDING 4

Article 17

The Employer agrees that no employee of the bargaining unit shall be required to cross a legal picket line set up by another local union. The foregoing to apply only to legal picket lines and not to secondary picket lines. Failure to cross a picket line as described above shall not be cause for disciplinary action.

LETTER OF UNDERSTANDING

For the purposes of winter operations of Snow Plowing and Automatic Road Sanding, employees in the classifications of Truck Driver, Sweeper Operator, Grader Operator, Roller Operator, Yard Attendant, Utility Man/Woman, Tractor Operator, Bombardier Operator, Transcrete Mixer Operator, Equipment Operator, Small Grader Operator, Gradall Operator, Snow Loader Operator, Backhoe Operator, and Truck Drivers transferred from Parks, Cemetery, or Garbage Sections for winter months will be called in by seniority within their section.

Labourers that qualify within their sections may be called in by seniority if the above mentioned does not generate enough operators for the needs at hand.

Job operations of Wing Plow. Flagging. Silos and Shovelling of Snow will be recognized as Labourer duties and Labourers will be called in by seniority within the section to perform these functions.

When all sections have been exhausted and further operators are needed, Garbage and Cemetery sections will then be included and Truck Drivers will then be called in by seniority within the combined sections as noted above. When a worker is classified at a higher salary schedule. than that of D0, said worker will remain at present salary schedule.

This letter is in effect until such time as the parties complete the job descriptions for all positions which operate motor vehicles with the intent of defining all operators as Class I, Class II, or Class III.

LETTER OF UNDERSTANDING


Where an employee has applied for a promotion pursuant to Article 15 of this Agreement. educational requirements shall not be the sole criteria used to deny such a promotion.

LETTER OF UNDERSTANDING

The parties agree to the implementation of the Temporary Modified Work and Vocational Rehabilitation Programs during the term of this Agreement.

The parties further agree to delete from the Agreement the Article entitled Light Duties which reads as follows:

"Employment on light duties for those employees returning to duty after illness or injury under the following qualifications:

- (a)  that light duties are available as indicated in the Light Duties Inventory of the Commissioner of Human Resources
- (b) the light duty period shall not exceed three (3) weeks
- (c) the Employer may order an examination by a doctor of its choice if any doubt exists as to the need for light duties with respect to that employee."

If the Temporary Modified Work and Vocational Rehabilitation Programs are not implemented during the term of this Agreement, the Employer agrees that the Article entitled Light Duties shall continue to form a part of this Collective Agreement.

LETTER OF UNDERSTANDING

The Employer agrees that the Union's Health and Safety Representatives may address concerns on matters of Ergonomics to either the Safety Officer or the Occupational Therapist.

LETTER OF UNDERSTANDING

It is not the intent of the Employer to reduce the size of the workforce through the contracting out of work presently performed by the bargaining unit.

LETTER OF UNDERSTANDING

The Employer agrees to participate in a Joint Labour/Management Task Group to be set up no later than September 30, 1987, to make recommendations to the Chief Administrative Officer regarding contracting out including services presently contracted out. Guidelines to be included include assessment of cost effectiveness and efficiency.

LETTER OF UNDERSTANDING

The Employer agrees to implement during the term of this Agreement a training program for members of C.U.P.E. Local 5.

The training program will be offered initially to employees in the Department of Engineering, Regional Municipality of Hamilton-Wentworth and the Department of Public Works, City of Hamilton.

The parties agree to the following:

- (a) Payment of thirty (30) cents per hour bonus to employees. selected by the Employer as trainers, while they are involved in training.
- (b) Payment of half the differential between the rate of pay for the present classification and the rate of pay for the training classification to employees selected by the Employer as trainees. At the conclusion of the training the employee will return to his/her standard rate of pay. 25
A-1
- (c) Waiver of Article 32: Transfers. such that a trainee may be transferred to another work location for training. In the event that the trainee is transferred, the junior employee in the new work location in the same classification as the trainee left, shall be subject to transfer.

The Employer agrees that the Union shall have the right to express their concerns with the operation of the training program. The Joint Labour/Management Committee shall hear these concerns and make recommendations to the Employer for amendments to the training program.

The Employer further recognizes that no member of Local 5 will be asked through the training program to express judgements with respect to the abilities of other members of Local 5.

LETTER OF UNDERSTANDING

The Union agrees to meet with the Employer during the term of this Agreement to discuss flexible benefit plans.

LETTER OF UNDERSTANDING

The Union agrees that during the term of this Agreement its representatives will meet with the Employer, and representatives of other civic and regional bargaining units, to review the Short Term Disability plan.

LETTER OF UNDERSTANDING

The Employer agrees to initiate a Job Evaluation Plan jointly with the Union. The Job Evaluation Plan agreed to by the parties will be consistent with the requirements of the Pay Equity Act of Ontario. The monetary component of the plan will be subject to separate discussions at the conclusion of the Job Description and Job Rating phases of the plan.

Local 5 Only:

The first positions to be covered in the Job Evaluation study will be those involved with the operation of motor vehicles.

The Employer agrees to set aside an amount of money equal to 1% of payroll to be used to fund the implementation of the plan retroactive to August 1, 1989.

LETTER OF UNDERSTANDING

The parties agree to exchange information, during the term of this agreement with respect to Cost of Living Allowances negotiated in other Collective Agreements to enable the parties to prepare for discussions at the next round of Collective Bargaining.

LETTER OF UNDERSTANDING

(Effective January 1, 1990)

The Union and the Employer agree to recognize that there is a problem of absenteeism in the workplace. The Union further agrees to recognize the employers right to implement the absence control policy. The Employer agrees to recognize its obligation to advise all employees of the policies prior to implementation and further recognizes the right of the Union to carry grievances with respect to the application of the policy on individual union members.

The Employer agrees to take such steps necessary to ensure consistent application of the policy by its supervisory workforce.

The Employer agrees that an employee to be placed on the mandatory doctors certificate list shall be defined as an employee who has incurred the sixth occurrence in a calendar year.

The Employer agrees that it will continue payment to those employees who file for W.C.B. or LTD at the rates of pay which would have been paid by the Workers Compensation Board or the LTD carrier. Such payment shall not take place unless the employee signs a waiver acceptable to the Employer directing any funds to be paid directly to the Employer. At such time as the claim is decided by W.C.B. or LTD payment will revert to direct payment from W.C.B. for LTD.

ABSENCE CONTROL POLICY

The Employer agrees that in the development of the policy it will follow the guidelines outlined below and that it will provide the Union with a written copy of the policy:

1. An employee who incurs six (6) or more occurrences in a single year shall be placed on the mandatory doctor's certificate list and shall be subject to a written notice and may be asked to participate in a counselling or medical intervention program.
2. An employee who has received a written notice and in subsequent year exceeds six (6) or more occurrences shall be subject to a second written notice and shall be directed to participate in a counselling or medical intervention program.
3. An employee who has received a written notice, a second written notice, and who has been given the opportunity to participate in the counselling or the medical intervention program and who in the subsequent or third year exceeds six (6) or more occurrences shall be subject to termination.

Upon implementation of the policy, any employee who has received counselling or medical intervention by the employer will be considered to have received such counselling or medical intervention as described in the policy and will continue the process at the appropriate step in the policy.