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No. OF EMPLOYEES	450
NOMBRE D'EMPLOYÉS	28

1998 - 2001

# COLLECTIVE AGREEMENT

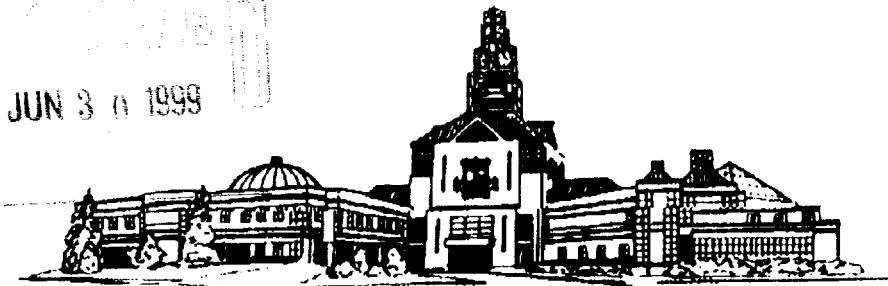
between

The Corporation of the Town of Pickering

and

Canadian Union of Public Employees,  
Local 129

JUN 3 11 1999



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THIS AGREEMENT made as of the 1st day of April, 1998

BETWEEN

**THE CORPORATION OF THE TOWN OF PICKERING,**  
hereinafter called the "Corporation",

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 129,**  
hereinafter called the "Union"

**ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and those of its employees who are members of the Union, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

**ARTICLE 2 - SCOPE**

- 2.01 The Corporation recognizes the Union as the sole bargaining agent for all of its employees save and except the following
- (1) Chief Administrative Officer
  - (2) Department Heads
  - (3) Deputy Treasurer
  - (4) Managers
  - (5) Development Control Supervisor
  - (6) Municipal Works Supervisor
  - (7) Operations Supervisor
  - (8) Operations Supervisor - Transit
  - (9) Payroll Supervisor
  - (10) Administrative Supervisor - Planning
  - (11) Superintendent of Facilities 1
  - (12) Superintendent of Facilities 2
  - (13) Superintendent, Parks & Property Operations
  - (14) Program Superintendents
  - (15) Transit Inspector
  - (16) Administrative Assistants
  - (17) Committee Coordinator
  - (18) Specialty Course Instructors (hired on a contractual basis)
  - (19) Fire Department Employees
  - (20) Human Resources Department Employees
  - (21) Legal Services Employees

- (22) Office of the Chief Administrative Officer Employees
- (23) Office of the Mayor Employees
- (24) Economic Development Department Employees
- (25) Customer Care Department Employees (excluding the Switchboard Operator)

Clarity Note(s)

- 1 It is agreed and understood that the positions and their job titles identified above are subject to change from time to time at the Corporation's discretion
- 2 It is further agreed and understood that any position excluded from the bargaining unit shall be excluded according to the provisions of the Labour Relations Act as amended from time to time

2 02 DEFINITIONS.

Employee - Any individual employed by the Corporation to whom the Collective Agreement applies

Permanent Employee - An employee hired on a permanent basis who has successfully completed the required probationary period

Temporary Employee - An employee typically hired to perform overflow work and to fill in during peak periods whose term of employment shall not exceed 6 calendar months. The term of employment may be terminated at any time by the Corporation without notice except as provided for in the Employment Standards Act. Temporary employees shall not be used to avoid filling a permanent vacancy.

Relief Employee - An employee who is hired on a non-permanent basis to replace an existing employee who is on an approved leave. The term of employment may be terminated at any time in writing by the Corporation without notice except as provided for in the Employment Standards Act.

Probationary Employee - A newly hired employee who is serving the required probationary period of a permanent position. A Probationary employee shall not be covered by any of the terms of this Agreement except the established pay grade and Articles 3, 6, 23, 24, and 25. Except for these Articles, a Probationary employee shall not have recourse to the grievance procedure. The employment of a Probationary employee may be terminated during the probationary period without recourse to the grievance procedure unless the Union claims discrimination as defined in Article 3 as the basis of such termination.

Term Employee - A non-permanent employee who is hired with an established start date and an end date to perform seasonal work.

Corporation - The Municipal Government of the Corporation of the Town of Pickering.

Union - Canadian Union of Public Employees, Local 129

Trial Period - A stated period of time an existing promoted, transferred or demoted employee serves in a permanent vacancy to demonstrate his/her competency and suitability in the new job.

Probation Period - A stated period of time in which a newly hired employee uses to demonstrate his/her competency and suitability in a particular job.

**Employee Hours:**

Full-time - Employees assigned to work regularly scheduled bi-weekly hours consisting of 70 hours but no more than 80 hours bi-weekly

Part-time- Employees who consistently work less than the bi-weekly hours of a Full-time position

**ARTICLE 3 - NO DISCRIMINATION**

- 3 01 - The Corporation and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by them or their representatives or members with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or handicap, nor by reason of political or religious affiliation, membership or non-membership in the Union, or because of any employee's activity or lack of activity in the Union.

**ARTICLE 4 - NO STRIKES OR LOCK-OUTS**

- 4 01 So long as this Agreement continues to operate, there shall be no strikes or lock-outs as those terms are defined in the Labour Relations Act.

**ARTICLE 5 - CORPORATION'S RIGHTS**

- 5.01 The Union acknowledges that it is the exclusive function of the Corporation to hire, promote, demote, transfer and suspend employees, and also the right of the Corporation to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, that he or she has been disciplined or discharged without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided
- 5 02 The Union further recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its commitments and responsibilities. The right to decide on the number of employees needed by the Corporation at any time, the right to use methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Corporation.
- 5 03 The Corporation also has the right and the Union recognizes it to make and alter from time to time reasonable rules and regulations to be observed by the employees. Such changes and general rules and regulations shall be posted on the bulletin board and shall not be inconsistent with any of the provisions of this Agreement having particular regard for the provisions of Articles 12, 15 and 18 respecting various seniority rights, as contained herein. Wherever possible, the Union shall be given five day's prior notice of such changes.
- 5 04 The Corporation shall not exercise these rights in a manner inconsistent with the terms of this Agreement

**ARTICLE 6 - UNION SECURITY**

- 6 01 The Corporation recognizes the Union as the exclusive collective bargaining agent for the employees who fall within the scope of this Agreement.
- 6 02 All employees in the Bargaining Unit will be required to pay to the Union an amount

equal to the current monthly Union dues, whether a member or non-member, so long as the Union is the recognized bargaining agent

- 6 03 The Corporation shall deduct from the wages of each employee, a sum equal to the Union's current monthly dues and remit monies so deducted to the Secretary-Treasurer of the Union, accompanied by a list of names showing those from whom deductions were made, the Union shall keep the Corporation informed in writing as to the names and addresses of the proper officers

#### **ARTICLE 7 - GRIEVANCES**

7 01 Grievance Defined

A grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration or alleged violation of the Agreement. Grievances shall be of three types namely

- (a) Individual grievances - that is, a grievance relating to or affecting a specific employee
- (b) Policy/Union grievance - that is, a grievance directly between the Corporation and the Union. It is agreed and understood that a Policy/Union grievance shall be filed under Step 2 and the time limits set out with respect to that Step shall apply. Policy/Union grievances may only be submitted by the Union Executive
- (c) Group grievance - that is, where a number of employees have identical grievances and each employee would be entitled to grieve separately, the Union Executive may present a group grievance and such grievance shall be filed at Step 2 and the time limits set out with respect to that Step shall apply

- 7 02 Grievances, in order to be processed, must state the sections of the Agreement allegedly violated, and all the necessary details of the matter to be resolved, as well as any relief sought by the employee(s). The grievance must also bear the signature of the employee(s) or a union representative. An earnest effort shall be made to settle any complaints or grievances arising out of this Agreement fairly and promptly in the following manner

7 02.1 Complaint Step

The employee must, but within ten working days of the act or omission which is the reason for the complaint being made, or ten working days from the time the act or omission ought to have reasonably come to the attention of the employee, inform his/her immediate non-union supervisor of the problem. At the employee's discretion, a Union Representative may be present at this meeting. It is understood that an employee has no grievance until he/she has given his/her immediate non-union supervisor an opportunity to adjust same. The immediate non-union supervisor must give his/her response in writing within two working days of the meeting.

7.02.2 Step 1

Failing resolution at the Complaint Step, the employee and a Union Representative may file a grievance with the employee's Department Head within fifteen working days of the circumstances giving rise to the complaint.

The Department Head, or his/her designate, shall, within four working days from the date he/she received the written grievance, hold a meeting with the employee

accompanied by a Union representative. The Department Head shall give his/her decision, in writing, within four working days of such meeting.

7.02.3 Step 2

Failing resolution of the grievance at Step 1, the Union, within five working days of the date the decision of the Department Head, or his/her designate should have been given, may file the grievance in writing with the Chief Administrative Officer or Director of Human Resources, who shall within five working days of the filing of the grievance, hold a meeting with the employee(s), accompanied by a Union representative. In addition, the Union President or the Chief Shop Steward may elect to attend.

The Chief Administrative Officer or Director of Human Resources shall within five working days after such meeting, give his/her decision on the matter in writing.

7.02.4 Step 3

Failing resolution of the grievance at Step 2, the Union may submit the matter to arbitration according to the procedure outlined in Article 8 within twenty working days of the date the decision of the Chief Administrative Officer or Director of Human Resources should have been given.

7.03 Policy/Union grievance and Group grievances shall be filed in writing at Step 2 of the grievance procedure and shall be submitted by the Union within fifteen working days from the time the incident giving rise to the grievance occurred, or ought to have reasonably come to the attention of the Union.

7.04 Any decision given either at the Complaint Step or any other Step of the grievance procedure shall be given in writing with copies to the employee, Chief Shop Steward and the Union Secretary.

7.05 Except where time limits are extended by written agreement of the Parties, the submission and processing of any grievance must be followed according to the grievance procedure set out herein, and all Steps thereof. Time periods stipulated in this Article shall be counted from the working day following the filing of the complaint, grievance or decision.

7.06 For the purpose of this Article, a working day shall be defined as Monday through Friday, exclusive of Saturdays, Sundays and paid holidays.

7.07 For the purpose of this Article, Union representatives shall mean a shop steward or a member of the Union Executive.

7.08 The Union may elect to have a C.U.P.E. National Representative attend a Step 2 meeting provided that the Union notifies the Corporation at least two working days prior to such meeting.

7.09 All grievances are the property of the Union and shall be processed and controlled by the Union through the various steps.

#### **ARTICLE 8 - ARBITRATION**

8.01 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after duly exhausting the grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain

the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within five days, inform the other Party of the name of its appointee to the Arbitration Board.

- 8.02 The two appointees so selected shall proceed to appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within fifteen days, the appointment shall be made by the Ministry of Labour upon the request of either Party.
- 8.03 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.
- 8.04 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way to modify, add to or detract from any provision of this Agreement.
- 8.05 Each of the Parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chairperson.

#### **ARTICLE 9 - DISCHARGE AND DISCIPLINE CASES**

- 9.01 In the event that an employee, other than an employee serving a probationary period, is discharged or disciplined and the employee considers that an injustice has been done, the employee may file a grievance pursuant to the provisions of Article 7.01 and such grievance shall be proceeded with accordingly except that Step 1 shall be omitted and the employee shall have the right to proceed directly from the Preliminary Step to Step 2.
- 9.02 Where an employee's grievance against discharge or discipline duly comes before an Arbitration Board, the Board may make a ruling,
- (a) confirming the Corporation's action, or
  - (b) reinstating the employee with or without Compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of this case), or
  - (c) disposing of the grievance in any other manner which may be just and equitable in the opinion of the Board.
- 9.03 Where an employee has received no discipline for a period of two years, any disciplinary notation older than two years which is not related to a suspension shall, if the employee so requests, be removed from the employee's file. This clause does not affect final warnings or warnings which accompany suspensions.
- 9.04 This Article applies only to permanent employees.

#### **ARTICLE 10 - LABOUR/MANAGEMENT COMMITTEE**

- 10.01 The purpose and function of this Committee shall be to discuss matters of mutual interest and concern, in order to promote and facilitate harmonious relationships and settled conditions between the Corporation and the Union. The Committee shall be composed of the Chief Administrative Officer and two designates and the Union Executive. It is understood and agreed that the Committee will not discuss



grievances

- 10 02 Meetings shall occur on a bimonthly basis, if required, subject to an agenda. Agenda shall mean new or unfinished business. An agenda is to be submitted to either Party five working days in advance of each meeting. It is agreed that Union Executive members shall be paid for time spent at such meetings during their regular working hours.

#### **ARTICLE 11 - UNION COMMITTEES AND STEWARDS**

- 11 01 The Corporation acknowledges the right of the Union to appoint or otherwise select Committees and Stewards.
- 11 02 The Union shall advise the Corporation of the names of the employees and their alternates appointed to those Committees or selected as Stewards. The number of Stewards from a department or facility shall be by mutual agreement.
- 11 03 The Union acknowledges that employees appointed to Committees or as Stewards will continue to perform their regular duties on behalf of the Corporation and that such persons will not leave their duties without first obtaining the permission of their immediate non-union supervisor or respective Department Head, and upon the completion of Union duties shall report back to their immediate non-union supervisor or respective Department Head, or to any job to which they have previously been directed, and give any reasonable explanation which may be requested with respect to their absence.
- 11.04 It is understood that such permissions shall not be unreasonably withheld.
- 11 05 In accordance with this understanding, employees appointed to the Bargaining Committee, the Job Evaluation Committee, the Health and Safety Committee, the Labour-Management Committee or the Employee Assistance Program Committee, and Stewards meeting with Corporation representatives on grievance or disciplinary matters will be compensated by the Corporation to the extent of their regular pay for such time spent in dealing with any matter arising out of this Agreement, provided the matter cannot be dealt with outside of regular working hours.
- 11.06 Compensation will not be allowed for time spent outside of the employee's regular working hours, and the Corporation reserves the right to withhold payment if the Committee member or Steward does not conform with the accepted practice in dealing with matters arising out of this Agreement, or if an unreasonable or abnormal amount of time is consumed in dealing with such matters.

#### **ARTICLE 12 : SENIORITY**

- 12 01 Seniority means the ranking of each employee according to the length of continuous service as a permanent employee in the bargaining unit starting from the date of last hiring.
- 12 02 Upon successful completion of the probationary period, an employee shall be credited with seniority from date of hire.
- 12 03 Despite the generality of Article 12.01, an employee shall continue to acquire seniority if absent from work for the following reasons and for the periods of time shown.
- (a) compensable illness or injury where the employee is in receipt of W.S.I.B for a period of one (1) calendar year:

- (b) compensable illness or injury where the employee is in receipt of Long Term Disability Benefits for a period of one (1) calendar year,
  - (c) compensable illness or injury where the employee is in receipt of sick pay from the Corporation for a period of one (1) calendar year,
  - (d) non-compensable illness or injury which exists for the duration of one (1) calendar year or less,
  - (e) jury duty,
  - (f) subject to the provisions of Article 20, leave of absence with pay,
  - (g) the first three months of any unpaid leave of absence granted by the Corporation under Article 20
- 12 04** The Corporation shall maintain a seniority list showing the date upon which each permanent full-time employee's service commenced. Where two or more employees have the same seniority date, the employee with the lower payroll number shall be deemed to be senior.
- 12 05** The Corporation shall maintain a separate seniority list showing the accumulated hours as per Article 12 10 (a) and the start date of each permanent part-time employee.
- 12 06**
- (a) The Corporation will issue a full-time permanent employee seniority list before each sign-up of Transit routes.
  - (b) The Corporation will issue a part-time permanent employee seniority list incorporating the most current seniority data available before each sign-up of Transit routes.
  - (c) Sign-up periods will be a minimum of two (2) months in duration.
  - (d) The Corporation will endeavor to post each sign-up three (3) weeks in advance of its commencement.
- 12 07** Up to date seniority lists shall be sent to the Union and posted in all departments on the first weekday that is not a paid holiday following the 1st day of July of each year.
- 12 08** An employee's seniority rights and employment shall be terminated if
- (a) the employee quits or retires.
  - (b) the employee is discharged and not reinstated under the terms of this Agreement.
  - (c) the employee fails to return without justification within five (5) working days of receipt of notice of recall. Notice of recall may be by telephone or telegram confirmed by registered mail to the employee's last known address on file with the Corporation. If notice of recall is by registered mail, it shall be deemed to have been received on the second day following registration.
  - (d) the employee is laid off and not re-called for a continuous period of 24 calendar months.
- 12 09** Where a full-time permanent employee becomes a part-time permanent employee, his or her accumulated seniority shall be pro-rated to that of a permanent part-time employee using a conversion factor of 1950 hours per year of service. The

employee's name will be transferred to the seniority list for part-time permanent employees

- 12 10 (a) Seniority for part-time permanent employees shall be calculated on the basis of all hours paid (excluding overtime) but including:
- (i) paid sick time as per Article 12.3 (c);
  - (ii) jury duty;
  - (iii) bereavement leave;
  - (iv) V.S.I.B. as per Article 12.3 (a);
  - (v) time off in lieu
- since the date of last hiring
- (b) Where a part-time permanent employee's status is changed to that of a full-time permanent employee, his or her seniority shall commence as of the date he or she attained such status. In addition, he or she shall be credited with seniority accumulated as a part-time permanent employee. His or her accumulated seniority shall be converted using a conversion factor of 1950 hours per year of service.

### **ARTICLE 13 - HOURS OF WORK AND PREMIUM PAY**

- 13 01 Regular Daily Hours
- (a) (i) The regular work day for full-time employees shall mean either seven (7) or (8) hours as determined by the Corporation, excepting meal breaks. The normal hours of work shall be scheduled between 7.00 a.m. and 5.00 p.m.
- (ii) For payroll and scheduling purposes regular work day means the number of hours, to the nearest quarter-hour, worked by an employee in a twenty-four (24) hour period commencing at 12 midnight
- (iii) The regular pay period shall be every two (2) weeks.
- (iv) In the case of Parks and Facilities and Transportation Department employees, the regular work day may be subject to variation by the department head such that it extends before 7.00 a.m. or after 5.00 p.m. Any variation to the regular work day shall be done only after prior notification and discussion with the Union.
- (v) In the case of Culture and Recreation employees, the regular work day may be subject to variation by the Department Head such that it extends before 7.00 a.m. or after 5.00 p.m. When the regular work day of a full-time employee is to be varied by the Department Head, the employee so affected shall be given at least three (3) calendar days notice of such change.
- (vi) The current hours of work for permanent employees are outlined in Appendix B
- (b) The regular work week shall mean thirty-five or forty hours within a seven (7) day period
- (c) Meal breaks shall be either one (1) hour or one-half (1/2) hour unpaid. Where the Corporation requires an employee to remain on duty during

the meal break, the break shall be either one (1) hour or one-half (1/2) hour paid

- (d) (i) All employees working full-time hours shall be granted a fifteen (15) minute rest period during the first and second halves of the work day to be taken at a time directed by the immediate non-union supervisor
- (ii) All employees working part-time hours who work three consecutive hours or more shall be entitled to a fifteen (15) minute rest period to be taken at a time directed by the immediate non-union supervisor
- (e) No employee shall be laid off at any time from his or her regular shift in order that the Corporation may avoid the payment of any premium under this Article
- (f) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment
- (g) (i) It is understood that all employees shall be at their workplace and ready to assume their duties at the commencement of their workday
- (ii) Any employee who is unable to report to work at the normal starting time shall notify his or her foreperson or immediate non-union supervisor according to departmental call-in procedures which shall be posted in each department

#### 13.02 Shift Operations

- (a) All employees shall receive a shift premium of sixty cents (\$0.60) per hour for all full hours worked between 5:00 p.m. and 7:00 a.m.
- (b) Article 13.02 applies only to permanent employees

#### 13.03 Overtime

- (a) Overtime means authorized work performed in excess of the employee's regular work day in a twenty-four (24) hour period or regular work week. For payroll and scheduling purposes, a twenty-four (24) hour period shall begin at 12 midnight in any day.
- (b) To qualify for overtime compensation, a part-time employee's work day or work week must be that of a full-time employee performing the same work.
- (c) The Parties to this Agreement recognize that the needs of the Corporation may require the performance of overtime work from time to time. When the Corporation decides that overtime is required, such work will be offered to qualified employees within the sections in which overtime is required and who normally perform the work.
- (d) (i) For overtime caused by emergencies beyond the control of the Corporation, or caused by an employee absence characterized by little or no notice, the Corporation may offer such overtime to an employee who is already on site, seniority notwithstanding. Emergencies beyond the control of the Corporation shall include sudden storm, flood or the potential thereof, an employee absence or departure which is

characterized by little or no notice; and danger to life and/or property

- (ii) All other overtime will be offered first to permanent full-time employees. The Corporation will attempt to distribute available overtime as equitably as is practical by using a rotating seniority-based list of qualified permanent full-time employees who normally perform the work. The first person on the list shall have the first opportunity and whether he or she accepts, declines, or is unavailable, shall be deemed to have had his or her opportunity. It is agreed and understood that any valid claim of inequitable distribution shall result only in an employee's entitlement to the next opportunity to perform scheduled overtime that he or she is qualified and available to perform
- (iii) When there are no permanent full-time employees who are available, the process outlined in (ii) above shall be repeated using a rotating seniority-based list of qualified permanent part-time employees
- (e) Overtime shall be compensated for at the rate of one and one-half times (1.5x) the employee's regular rate of pay or two times (2x) the employee's regular rate of pay for overtime worked on a Sunday.
- (f) The rotating seniority-based lists referred to in Article 13.03 (d) (ii) and (iii) will not be applicable to any employee while he or she is on Stand-by Duty referred to in Article 13.06.

13.04 Time off in Lieu

An employee, at the time of work, may request time off in lieu of overtime pay to be banked, at the applicable overtime rate for each hour worked. An employee may accumulate up to a maximum of five (5) working days which may be taken consecutively at a time mutually agreed upon by the employee and his or her immediate non-union supervisor. Time off in lieu earned prior to November 30 must be taken in the calendar year in which it is earned

13.05 Emergency Call In

Where an employee has completed his or her regular shift and has left the Corporation's premises and without prior notification is called in to perform overtime work, he or she shall be paid a minimum of three (3) hours pay at the applicable overtime rate shown in Article 13.03 (e). This clause will come into effect only once in any three (3) hour period.

13.06 Stand-by Duty

Any employee required to be on stand-by during off-duty hours shall be paid on the basis of \$11.00 for each day of stand-by in addition to any monies he or she may be entitled to on call ins. Any employee accepting stand-by duty must be available for calls at all times during stand-by duty. Any breach of this provision will be treated as a matter of discipline.

13.07 Meal Allowances

When an employee is required to continue work on overtime after the completion of his or her scheduled hours of work, which continues in excess of two (2) hours, the employee shall be paid for a meal allowance in the amount of \$6.75. If the overtime continues, such employee shall be paid for further meal allowances at intervals of

four (4) consecutive hours following the first meal allowance, provided that the overtime is to continue

13 08 Mileage Allowances

An employee requested by the Corporation to use his or her personal vehicle for the business of the Corporation shall be paid a mileage allowance for distance traveled in accordance with the provisions of By-law 3866/91, as amended from time to time, or in accordance with any successor thereto

**ARTICLE 14 - CREATING POSITIONS AND POSTING JOB VACANCIES**

14 01 When a new position within the bargaining unit is to be created, the Corporation shall advise the Union, in advance, of the title, the nature of the position, the proposed wage or salary rate, and the required qualifications

14 02 Notices of permanent job vacancies and newly created positions of a permanent nature in the bargaining unit shall be posted for a period of five working days in all departments. Any such notice thereof shall contain the job title, the nature of the job, the qualifications required, the wage or salary rate and other relevant information

14 03 Any employee who wishes to be considered for the job vacancy shall submit a written application to the official of the Corporation named in the notice within and not after five working days of the posting of the notice or within such other longer period of time as may be set out in the notice, setting forth his or her present qualifications

**ARTICLE 15 - FILLING JOB VACANCIES**

15 01 In this Article, the term,

(a) "promotion" means a permanent change in classification from one job to another job, where the latter job is in a higher pay grade than the former job,

(b) "transfer" means a permanent change in classification from one job to another job, where the latter job is in the same pay grade as the former job, and

(c) "demotion" means a permanent change in classification from one job to another job, where the latter job is in a lower pay grade than the former job

15 02 Where a job vacancy falling under the scope of this Agreement is posted under Article 14 02, qualified applicants from within the bargaining unit shall be interviewed and assessed before external applicants are considered. In assessing the qualifications of each employee, the employee with the most seniority shall be awarded the job in accordance with Articles 15 03, 15 04 and 15 05, provided that he or she has the qualifications to perform the requirements of the job

15 03 When two or more full-time permanent employees (and no part-time permanent employees) are applying for a promotion, transfer or demotion to a full-time permanent or part-time position, the full-time permanent employee with the most seniority according to the Full-time Permanent Seniority List shall be awarded the position, provided that the employee has the qualifications to perform the requirements of the job

15 04 (a) When one or more full-time permanent employees and one or more part

time permanent employees are applying for a promotion, transfer or demotion to a full-time permanent or part-time position, the full-time permanent employee with the most seniority according to the Full-time Permanent Seniority List shall be awarded the position, provided that employee has the qualifications to perform the requirements of the job.

- (b) When one or more full-time permanent employees and one or more part-time permanent employees are applying for a promotion, transfer or demotion to a full-time permanent or part-time position, and no full-time permanent employee has the qualifications to perform the requirements of the job, then the part-time permanent employee with the most seniority according to the Part-time Permanent Seniority List shall be awarded the position, provided that that employee has the qualifications to perform the requirements of the job.
- 15 05 When two or more part-time permanent employees (and no full-time permanent employees) are applying for a promotion, transfer or demotion to a full-time permanent or part-time position, the part-time permanent employee with the most seniority according to the Part-time Permanent Seniority List shall be awarded the position, provided that that employee has the qualifications to perform the requirements of the job
- 15 06 Temporary, Relief and Term employees will only be considered for posted vacancies when no applicant with seniority is qualified for the position.
- 15 07 If there is no successful applicant from the bargaining unit for a posted position, the Corporation may fill such position from outside sources, provided it advises the Union of its intent to do so and does not advertise such position until applicants from the bargaining unit are advised of the Corporation's decision.
- 15 08 All newly hired employees shall be on probation for a period of sixty working days from date of hiring, which may be extended for a further sixty working days by mutual agreement between the Corporation and the Union. On successful completion of the probationary period, employees will be credited with seniority from their date of hire. It is agreed and understood that work on any part of a day counts as a working day for the purpose of this Article.
- 15 09 An employee who has successfully applied for a job vacancy shall serve a trial period consisting of sixty working days which may be extended to a further sixty working days by mutual agreement between the Corporation and the Union. It is agreed and understood that work on any part of a day counts as a working day for the purpose of this Article.
- (a) Where an employee who has successfully applied for a job vacancy, at his or her option, or at the decision of the Corporation, should be returned to his or her former job during the trial period, any other employee affected by the return shall be returned to his or her former job. Any employee so affected will be placed in his or her former job as though he or she had not left it insofar as the wage rate, increment date and accrued seniority are concerned
  - (b) Where an employee serving a trial period wishes to return to his or her former job, or it is determined by the Corporation that an employee serving a trial period cannot satisfactorily perform the job, the Corporation will attempt to return the employee to his or her former job within twenty working days of the employee providing notice to the Corporation or the Corporation providing notice to the employee.
  - (c) The Corporation may fill any vacancy resulting from Article 15 09 (a) by appointing the next most senior qualified applicant in the competition. If

there is no qualified applicant, the Corporation may fill the vacancy from outside sources

- (d) The Corporation shall not consider any employee for any job posting during the probationary period. An employee serving a trial period shall not be permitted to apply for any subsequent job postings for a period of three (3) calendar months from the effective date of the appointment.

#### **ARTICLE 16 -SPECIAL TRANSFERS AND PLACEMENTS**

- 16 01** Articles 15 02, 15 03, 15 04 and 15 05 shall not apply to an employee placed in another position resulting from or necessitated by
    - (a) the revocation, loss or suspension, by an agency other than the Corporation, of any employment qualification or licence that is required in the employee's classification or position.
    - or
    - (b) the exercise by the Corporation of any of its rights under Article 5 02
  - 16 02** (a) Any employee is required to give his or her immediate non-union supervisor written notice of a loss of employment qualification, which includes the **loss** or suspension of a driver's license. Such notice must contain the duration of loss or suspension and must be given within three (3) working days of the employee becoming notified of such loss or suspension. Failure to provide such written notice within the stipulated period will be treated as a matter of discipline.
  - (b) In the event that an employment qualification of a permanent employee is lost or temporarily suspended, the Corporation shall place the employee in an available position for which the employee has the required qualifications. The placement might be either temporary or permanent as mutually agreed to by the Parties. The available position must be one in which there is no requirement for the lost qualification. In such case, the employee's pay will be adjusted to the rate of pay for the position into which the employee has been placed, at the employee's current step in the pay grade.
  - (c) Where the option outlined above in 16 02 (b) cannot be applied, or where there is no position currently available, the employee will be placed on a leave of absence without pay for the period of **loss** of employment qualification, or until a position for which the employee has the required qualifications becomes available.
  - (d) An employee returning from a leave of absence without pay, or relocation from a position into which he or she was temporarily placed during the period of the loss of employment qualification, will be placed in his or her former position if available, or in an alternate position for which the employee possesses the required knowledge, skills, abilities or the qualifications. An employee must give at least ten (10) working days written notice of return to the Corporation.
- 16 03** Any employee who has become unable to handle his or her customary work to advantage, owing to age or other infirmity, shall be given preference for any available work within that employee's capabilities, at not less than the basic rate of pay for the position into which the employee has been placed, providing he or she does not replace another employee.



ARTICLE 17 - TEMPORARY AND RELIEF EMPLOYEES

- 17 01 Temporary and Relief employees do not accrue seniority
- 17 02 The term of a Temporary employee may be extended by written agreement between the Corporation and the Union
- 17 03 The Corporation shall provide the Union with a list of Temporary and Relief employees in the first week of each month That list shall contain the starting date of each employee and the department in which the employee is working
- 17 04 Temporary and Relief employees shall not be covered by any of the terms of this Agreement except the established pay grade and Articles 3, 6, 24 and 25 Except for these Articles, Temporary and Relief employees shall not have recourse to the grievance procedure
- 17 05 Temporary and Relief employees shall not be entitled to paid holidays under Article 25 until after three calendar months of service from the date of hire

ARTICLE 18 - LAY-OFF AND RECALL FROM LAY-OFF

- 18 01 Lay-off Defined
- A lay-off shall mean a temporary severance of the employment relationship typically due to lack of work or when a job is declared permanently redundant.
- 18.02 Role of Seniority in Lay-offs
- In the event of a lay-off, employees shall be retained in the order of seniority provided they have the required qualifications to fill the positions available
- 18 03 Advance Notice of Lay-off
- In the case of lay-off, the Corporation shall notify all permanent employees who are about to be laid off fifteen (15) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work their regularly scheduled shifts during the fifteen (15) calendar days after notice of lay-off, he or she shall be paid in lieu of work for that part of fifteen (15) calendar days during which regularly scheduled work was not made available.
- 18.04 Temporary Lay-off Procedure
- A permanent employee subject to lay-off will be placed using the following procedures in the order set out below:
- (a) After discussion between the Parties, an employee will first be offered any available vacancy for which the employee has the required qualifications and for which there is no qualified internal applicant. It is agreed and understood that any available vacancies shall include positions held by Temporary, Relief or Term employees. The employee will have a maximum of two (2) working days to accept or reject such offer. If accepted, and the hourly rate is lower in the vacant position, the employee's hourly rate will be maintained for a period of three (3) calendar months while he or she remains in the vacant position. After three (3) calendar months, his or her pay level will become that of the vacant position, but the increment date and the step in the pay level of the vacant position will remain the same as in his or her previous position. If the employee is at the top of the pay level in that vacant position, he or she will not receive any further increments but will receive any negotiated

wage increases

- (b) If there are no vacancies available for which the employee has the required qualifications, or if the employee does not accept a vacancy, he/she will be laid off with no access to the bumping procedure
- (c) It is agreed and understood that an employee will be recalled to his or her former position at the end of the temporary lay-off

**18 05 Permanent Reduction in the Work Force**

A permanent employee subject to lay-off will be placed using the following procedures in the order set out below

- (a) After discussion between the Parties, an employee will first be offered any available vacancy for which the employee has the required qualifications and for which there is no qualified internal applicant. The employee will have a maximum of two (2) working days to accept or reject such offer. If accepted, and the hourly rate is lower in the vacant position, the employee's hourly rate will be maintained for a period of six (6) calendar months while he or she remains in the vacant position. After six (6) calendar months, his or her pay level will become that of the vacant position, but the increment date and the step in the pay level of the vacant position will remain the same as in his or her previous position. If the employee is at the top of the pay level in that vacant position, he or she will not receive any further increments but will receive any negotiated wage increases
- (b) If there are no vacancies available for which the employee has the required qualifications, or if the employee does not accept a vacancy, he/she shall be given bumping rights in accordance with Article 18 06

**18.06 (a) Any full-time permanent employee who has received notice of lay-off and cannot be placed under Article 18 05 may up to seven (7) calendar days after the date of such notice**

- (i) bump into any other full-time permanent position held by an employee with the least seniority in any job classification according to the Full-time Permanent Employee Seniority List, or
- (ii) bump into any part-time permanent position in accordance with Article 18 02, so long as the bumping employee has the qualifications to perform the requirements of the position

(b) Any part-time permanent employee who has received notice of lay-off and cannot be placed under Article 18 05 may up to seven (7) calendar days after the date of such notice, bump into any other part-time permanent position held by an employee with the least seniority in any job classification according to the Part-time Permanent Employee Seniority List, so long as the bumping employee has the qualifications to perform the requirements of the position

(c) Any full-time permanent employee who has received notice of being bumped by another employee who cannot be placed under Article 18 05 may up to five (5) working days after the date of such notice

- (i) bump into any other full-time permanent position held by an employee with the least seniority in any job classification according to the Full-time Permanent Employee Seniority List

or

- (ii) bump into any part-time permanent position in accordance with Article 18.02, so long as the bumping employee has the qualifications to perform the requirements of the position.
  - (d) Any part-time permanent employee who has received notice of being bumped by another employee and cannot be placed under Article 18.05 may, up to Five (5) working days after the date of such notice, bump into any other part-time permanent position held by an employee with the least seniority in any job classification according to the Part-time Permanent Employee Seniority List, so long as the bumping employee has the qualifications to perform the requirements of the position.
  - (e) It is agreed and understood that once an employee has exercised his or her bumping rights he or she will be reclassified to the new position
  - (f) If an employee is unable to exercise the right to bump or chooses not to bump, he or she will be laid off
- 18 07 The most senior employee laid off (subject to Article 12) who has the required qualifications will be the first to be recalled to a permanent position.
- (a) An employee who is laid off is responsible for advising the Department of Human Resources, in writing, of his or her current mailing address and telephone number and any subsequent changes thereto.
  - (b) Employees will be contacted by telephone or by registered mail, receipt of which will be deemed effective the second (2) day after registration, to the employee's last known address on file. Should the employee fail to return without justification within five (5) working days of receipt of notice of recall, or should the employee's address no longer be valid, the employee will be struck from the recall list and all employment obligations towards him or her shall end. In such case, the next laid off employee will be contacted and offered the position
- 18 08 No temporary or relief employee shall be hired at the expense of a permanent employee being laid off.
- 18 09 Persons shall not be hired from outside sources until those laid off who have the required qualifications to fill the positions available have been given the opportunity of recall. A laid off permanent employee shall be eligible to be recalled to a permanent position for a continuous period of twenty-four (24) calendar months
- 18 10 Grievances concerning lay-offs and recalls shall be initiated at the level of a Step 2 grievance

#### **ARTICLE 19 - TRANSFERS TO POSITIONS OUTSIDE THE BARGAINING UNIT**

- 19 01 An employee may only be promoted or transferred to a position outside the bargaining unit with his or her consent. In such case, the employee shall retain his or her existing seniority and continue to accrue seniority for a further period of one year, during which time the employee will continue to pay union dues in accordance with Article 6.02
- 19 02 If, within that one year period, the employee elects to return to his or her position vacated, or is returned by the Corporation to the position vacated, or another position that is subject to the provisions of this Agreement, the employee shall carry the accumulated seniority with him or her

## **ARTICLE 20 - LEAVE OF ABSENCE**

- 20.01 The Corporation may, at its discretion, grant a leave of absence without pay to any employee requesting such leave for reasons which the Corporation determines to be legitimate. The recipient shall use the leave of absence only for the purpose for which it was granted. Seniority shall continue to accumulate only during the first three (3) calendar months of such leave.
- 20.02 Except in the case of an emergency, all requests for leaves of absence shall be in writing stating the reasons. Such requests must be submitted at least two weeks prior to the desired commencement date of the leave.
- 20.03 The Corporation may grant a leave of absence without pay and without loss of seniority or occupational classification (save as hereinafter set out) for a maximum of one year to any two employees who request such a leave, by reason of their election or appointment as Officers of the Union. Such leave may be extended for one (1) year if requested by the employee.
- 20.04 The Corporation will grant a leave of absence, without pay or loss of seniority, to employees selected or appointed by the union to attend union conventions. The total cumulative leave of absence granted to all employees in the bargaining unit for this purpose shall not exceed thirty (30) days in any one (1) calendar year, and no more than four employees may be absent at the same time. The Corporation agrees to pay all benefit premiums to eligible employees who are granted such leaves.
- 20.05 An employee called for jury duty or subpoenaed as a Crown witness or subpoenaed as a witness in a civil or criminal proceeding shall receive for each day absent from regularly scheduled working hours, the difference between average hourly earnings lost and the amount of jury or witness fee received, providing the employee furnishes the Corporation with a Certificate of Service signed by the Clerk of the Court showing the amount of any fee received. It is agreed that this provision does not apply to arbitration proceedings.
- 20.06 The Corporation will grant to the elected president of the Union a maximum of five (5) days off without loss of pay in each calendar year, to attend to Corporation/Union business and Union activities. Such leave will be subject to the prior approval of the employee's department head.
- 20.07 Pregnancy and Parental Leave will be granted in accordance with the Employment Standards Act, R.S.O. 1980 c. as amended from time to time.
- 20.08 An employee applying for leave under Article 20.07 must provide the Corporation with at least two (2) weeks written notice of the date the leave is to begin accompanied by a certificate from a legally qualified medical practitioner stating the expected birth date.
- 20.09 An employee who is on a leave of absence without pay for more than thirty (30) consecutive calendar days shall not accrue further vacation and sick leave credits and Corporate contributions to all benefit plans will cease after such period.

## **ARTICLE 21 - TOOLS, EQUIPMENT AND CLOTHING**

- 21.01 Where required by the Corporation or by safety regulations, special clothing and equipment will be supplied to employees. In general, safety clothing and equipment will apply to rubber coats, hats and rubber boots or other such clothing as is necessary to keep the employees warm and dry.
- 21.02 The Corporation will provide all tools and equipment necessary for employees to

- carry out the work of the Corporation
- 21 03 Such tools and equipment are the property of the Corporation and are not to be removed from the Corporation's property without permission from the employee's immediate non-union supervisor.
- 21 04 Appropriate clothing, safety equipment and required safety footwear must be worn by employees during working hours. Employees will be responsible for the reasonable care, cleanliness and security of all tools, equipment and clothing issued to them and shall take every reasonable precaution to prevent damage by improper use, or loss by theft or carelessness.
- 21 05 Where conditions of work require any of the following clothing, it shall be supplied by May 31st of each year at no cost to the employee,
- (a) two pair coveralls;
  - (b) two pair trousers;
  - (c) two shirts;
  - (d) one winter jacket to a value of \$60.00, if deemed necessary by the employee's Department Head, to be alternated with a spring jacket every other year for employees working at the Pickering Recreation Complex and Don Beer Arena.
- 21 06 The Corporation shall pay the full cost of the following clothing for permanent Transit Operators, and such clothing shall be supplied by May 31st of each year:
- (a) two pairs of pants;
  - (b) four uniform shirts, two with long sleeves and two with short sleeves;
  - (c) one spring jacket;
  - (d) one winter jacket every three years for employees who are regularly scheduled to work in excess of 24 hours per week.
- 21 07 Each permanent employee (except a part-time permanent employees who is regularly scheduled to work less than twenty-four (24) hours per week) who is required by law to wear safety footwear in the performance of his or her duties shall be reimbursed by the Corporation for the cost of one pair per year provided that:
- (a) safety footwear is approved by the Corporation shall be Green Patch Grade 1 CSA certified as the *minimum* standard or Yellow Tab Grade 2 CSA certified as appropriate in the circumstances;
  - (b) the employee submits a receipt for the purchase of the boots; and
  - (c) the amount to be reimbursed to the employee by the Corporation shall not exceed \$85.00
  - (d) Further to Article 21 07 (a), (b) and (c) permanent employees may have their worn or damaged safety footwear replaced on an as needed basis. Such replacement will be at the sole discretion of the immediate non-union supervisor upon inspection of the worn or damaged footwear
- 21 08 The Corporation shall provide a \$300.00 per year tool allowance for lead mechanics, mechanics and mechanical maintenance mechanics who are licensed mechanics
- 21 09 At the discretion of the Department Head, employees will be permitted to select from a list of optional uniform items approved by the Corporation provided that
- (a) the employee does not exceed the annual dollar value of the uniform entitlement outlined in this Article

(b) the employee has available for use, in clean and neat condition, the basic **uniform complement required to perform his or her assigned duties for the balance of the annual entitlement period.**

21.10 Parts 5 and 8 of this Article apply only to full-time permanent employees, excluding those employees classified as,

- (a) Recreation Complex - Clerk-Typist, or
- (b) Transit Department employees performing office/clerical functions.

#### ARTICLE 22 - FIRST-AID KITS AND SAFETY

22.01 First-aid kits and fire extinguishers will be supplied by the Corporation and kept in places easily accessible to all employees. It will be the responsibility of both Parties to see that the kits and extinguishers are properly cared for and maintained

22.02 Both Parties shall cooperate to the fullest extent in the prevention of accidents and with such promotion of safety and health as is deemed necessary.

22.03 The Joint Health and Safety Committee shall be continued and composed of not more than three representatives appointed by the Corporation. and three representatives appointed by the Union.

22.04 The Joint Health and Safety Committee shall hold meetings as required to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of the minutes of all Committee meetings shall be sent to the Corporation and to the Union.

#### ARTICLE 23 - SICK LEAVE

23.01 Sick leave means the period of time an employee is entitled to be absent from work by virtue of being sick or disabled, quarantined as a result of exposure to a contagious disease, under examination or treatment by a qualified medical practitioner, or injured because of an accident which is not compensable under the Workplace Safety and Insurance Act, (1997) as amended from time to time. The Parties agree that sick leave payments are intended only for protection of the income of employees who are unable to work for these reasons.

23.02 An employee will not be entitled to sick leave during the first month of service.

23.03 Each employee will earn sick leave at the rate of one and one half (1 1/2) days per month of service except:

- (a) where an employee is off work and being paid by a Long Term Disability Insurance Carrier;
- (b) where an employee is absent from work for more than eight (8) continuous months as a result of workplace illness/injury and is in receipt of W.S.I.B. benefits;
- (c) where an employee is absent from work on an unpaid leave of absence in excess of thirty (30) consecutive calendar days.

The unused portion of an employee's sick leave will be accumulated and carried forward from one year to the next

23.04 Employees must report their inability to work due to illness to their immediate non-union supervisor or the person designated to receive such reports before the start of

the first work day of their absence, or as soon as is reasonably possible after work begins.

- 23.05 (a) In order to qualify for sick leave with pay, an employee shall, when requested by the immediate non-union supervisor, produce a certificate from a qualified medical practitioner certifying that the employee was unable to carry out his or her duties due to illness. It is agreed and understood that the Corporation shall inform the employee of the need to provide a certificate at the time of call in, or as soon as is reasonably possible thereafter. The Corporation will reimburse the employee for the cost of the doctor's fee for providing such certificate.
- (b) The Parties agree that it is the employee's obligation to keep the immediate non-union supervisor informed of the status of illness on an ongoing basis. In case of an **anticipated** absence due to illness of five (5) working days or less, employees may be required to keep their immediate non-union supervisor informed on a daily basis. In case of an anticipated illness of more than five (5) working days, employees may be required to keep their immediate non-union supervisor informed on a weekly basis.
- 23.06 In the case of the sudden or unexpected illness of an immediate family (spouse, dependent children or parents) residing in the employee's household, and where no one at home can provide for the needs of the **ill** family member, the employee shall be entitled to use a maximum of five (5) sick leave days per calendar year to care for the family member who is **ill**. Sick leave used for this purpose shall **be** drawn from the employee's accrual under Article 23.03.
- 23.07 When an employee is injured at work and in receipt of Workers' Compensation instead of regular pay, the Corporation will make up the difference between such compensation and regular pay to the extent of the maximum of the employee's accumulated sick leave with pay credits. The amount of such make-up shall be deducted from such accumulated credits.
- 23.08 If an employee does not take any sick leave for a calendar year, he or she shall earn one extra day of vacation to be taken in the following year.
- 23.09 This Article applies only to permanent employees. For the purpose of accruing sick leave, permanent part-time employees shall accrue sick leave at 0.07 hours for every hour paid (excluding overtime) and any unused sick leave will accumulate to the benefit of the employee.

Clarity Note

For the purpose of Article 23.03 (a), (b), and (c) the employee will earn sick leave entitlement only if he/she has worked one half (1/2) or more of the working days in the month in the case of an incomplete month of service.

**ARTICLE 24 - BEREAVEMENT LEAVE**

- 24.01 (a) A permanent employee shall be allowed up to three consecutive work days off without loss of pay immediately following the death of a member of the employee's **immediate** family, which shall mean spouse (including common-law spouse), child, father, mother, sister, brother, grandparent, grandchild, step-parent, step-children, father-in-law, mother-in-law, or other relative living with the employee. In the event of a death of an employee's brother-in-law, sister-in-law, an employee shall be allowed one workday off without **loss** of pay to attend the funeral
- (b) In the event such a death occurs, or the funeral is held at a distant point

requiring extra travelling time, the employee may be granted up to two additional work days off without loss of pay, subject to prior approval of the immediate non-union supervisor.

- (c) For the purpose of this Article, work day shall mean those regularly scheduled hours the employee was normally scheduled to work during the period of leave.

#### ARTICLE 25 - PAID HOLIDAYS

- 25.01 (a) The Corporation recognizes the following as paid holidays:
- |                           |                            |
|---------------------------|----------------------------|
| New Year's Day            | Good Friday                |
| Easter Monday             | Victoria Day               |
| Canada Day                | Civic Holiday              |
| Labour Day                | Thanksgiving Day           |
| Christmas Day             | Boxing Day                 |
| *1/2 day on Christmas Eve | *1/2 day on New Year's Eve |
- one day floating holiday, to be taken on a day mutually agreeable to the employee and the employee's immediate non-union supervisor, and
- any other day proclaimed as a National or Provincial holiday by the Federal or Ontario government.
- (b) The Corporation and the Union may agree to designate one (1) day off to be taken with Christmas Day or Boxing Day instead of the two (2) half (1/2) days off
- (c) If any of the recognized holidays fall on a Saturday or Sunday, it will be observed on the preceding Friday or the following Monday as determined by the Corporation.
- (d) Any paid holidays designated in (b) and (c) above will be posted in all departments by February 15 of each year.
- 25.02 In order to qualify for holiday pay, any employee must work the full number of scheduled hours of work on the work day immediately preceding and immediately following the holiday unless excused by the Corporation, or an employee was absent due to:
- (i) illness which is verified by a doctor's certificate,
  - (ii) an approved paid leave of absence,
  - (iii) bereavement leave,
  - (iv) vacation approved by the Corporation.
- 25.03 Holiday pay for full-time employees shall be computed on the basis of the regularly scheduled number of hours the employee would otherwise have worked (up to a maximum of eight (8) hours) at the employee's regular hourly rate of pay.
- 25.04 Holiday pay for part-time employees shall be computed on a pro-rata basis determined by adding the number of hours worked (excluding overtime) during the four weeks immediately preceding the paid holiday and dividing this number by the number of days worked during the same period at the employee's regular hourly rate of pay.
- 25.05 Any part-time employee will be entitled to holiday pay provided that he or she has earned wages on at least twelve (12) days, including vacation approved by the Corporation, during the four (4) weeks immediately preceding a paid holiday.



- 25.06 A probationary employee will be entitled to holiday pay provided that he or she has completed one (1) calendar month of service from the date of hire.
- 25.07 A Temporary, Relief or Term employee will be entitled to holiday pay provided that he or she has completed three (3) calendar months of service from the date of hire.
- 25.08 Any employee required to work on any of the paid holidays will be paid at two (2x) times the employee's regular hourly rate of pay for all hours worked. In addition, an employee will receive holiday pay if the eligibility criteria as set out in this Article are met.
- 25.09 If one of the paid holidays falls or is observed during the employee's vacation period, the employee shall be granted another day off with pay instead.
- 25.10 An employee who has undertaken to work on any of the above holidays and fails to report to work shall forfeit all pay for that day unless his or her absence is due to illness verified by a medical certificate as required by the Corporation or otherwise provides a reason satisfactory to the Corporation.

**ARTICLE 26 - VACATIONS**

- 26.01 A permanent full-time employee who has attained seniority (within the meaning of Article 12 01) in the chart below on December 31st in any year shall be entitled to the corresponding vacation entitlement in the year following the completion of the required seniority. For the first incomplete calendar year of service an employee shall earn one (1) day for each complete month of service to a maximum of 10 days. Annual vacations will be awarded as follows:

PERMANENT FULL-TIME EMPLOYEES

	Vacation Entitlement
	Ten working days
	Eleven working days
	Twelve working days
	Fourteen working days
	Fifteen working days
	Sixteen working days
	Seventeen working days
	Eighteen working days
	Nineteen working days
	Twenty working days
	Twenty-one working days
	Twenty-two working days
	Twenty-three working days
	Twenty-four working days
	Twenty-five working days
	Twenty-six working days
	Twenty-seven working days
	Twenty-eight working days
	Twenty-nine working days
	Thirty working days
Six years but less than seven years Seven years but less than eight years Eight years but less than nine years Nine years but less than ten years	

- 26.02 The vacation year will run from January 1 to December 31
- 26.03 A permanent part-time employee who has attained seniority hours (within the meaning of Article 12 05) in the chart below on December 31st in any year shall be entitled to the corresponding vacation pay in the year following the completion of the required seniority. Vacation pay for permanent part-time employees will be included

in the regular bi-weekly payroll.

PERMANENT PART-TIME EMPLOYEES

Seniority Hours	Percentage of Employee Earnings for the year
5850 or less	4%
Greater than 5850	6%

- 26.04 Applications for vacations must be filed by April 1st of each year. The Corporation will post the approved vacation schedule on or before April 30th in the work area concerned. Subject to the Corporation's right to maintain a qualified workforce, the choice of vacation days will be granted in order of seniority. It is agreed and understood that changes may be made to the approved vacation schedule by mutual agreement if such changes do not affect employees who have submitted their requests in a timely fashion
- 26.05 (a) Vacations shall be taken during the year in which it is earned  
(b) Subject to approval, an employee may carry over up to five working days of vacation to the next calendar year. Any application for carry over shall be in writing.
- 26.06 An employee upon ceasing employment with the Corporation shall receive the pro rated amount of his/her vacation entitlement for the calendar year in the event of employment for less than the complete year.
- 26.07 Leave of absences in excess of thirty (30) consecutive calendar days will reduce the vacation entitlement on a pro rated basis.
- 26.08 An employee who is off work and being paid by a Long Term Disability Insurance Carrier will have his/her vacation entitlement reduced on a pro rated basis.
- 26.09 Where an employee is absent from work for more than eight (8) continuous months as a result of workplace illness/injury and is in receipt of W.S.I.B. benefits, his/her vacation entitlement shall be reduced on a pro rated basis.
- 26.10 Vacation, or vacation pay, for temporary, relief and term employees shall be granted or paid in accordance with the provisions of the Employment Standards Act, R.S.O. 1980 c. 48 as amended from time to time

Clarity Note(s)

- 1 For the purposes of Articles 26.06, 26.07, 26.08 and 26.09, pro rated will be based on vacation entitlement being earned at a rate of one-twelfth (1/12) for each calendar month of service.
- 2 For the purposes of Articles 26.06, 26.07, 26.08 and 26.09 the employee will receive the vacation entitlement only if he/she has worked one-half (1/2) or more of the working days in the month in the case of an incomplete month of service

ARTICLE 27 - ACTING PAY

- 27.01 When an employee is required to substitute for three (3) or more consecutive hours in a higher paying position, the employee shall receive the higher rate of pay for those hours worked in the higher paying position.
- 27.02 When an employee is required to substitute in a position paying a lower rate, the

employee's regular rate of pay shall not be reduced

- 27.03** The Corporation may make acting appointments in its discretion. In making such appointments the Corporation, where practicable, shall assign the most senior employee in the section concerned who has the required qualifications to perform the work to be done. In the event that there are no qualified employees, the immediate non-union supervisor may appoint any employee who has the ability to perform the work.

#### **ARTICLE 28 - CONTRACTING OUT**

- 28.01** No work in job categories covered by this Agreement shall be contracted out at the expense of present employees being laid off.
- 28.02** Where it is contemplating contracting out work of a nature performed by Union employees, the Corporation shall advise the Union by written notice.
- 28.03** No tenders for the contracting of the work shall be invited until at least six months after the giving of the notice referred to in Article **28.02**.
- 28.04** During the six month notice period referred to in Article **28.03**, the Union shall be given an opportunity to make representation to the Corporation with respect to the contracting out of the work in question; the Corporation shall make available to the Union any material of a non-confidential nature being examined in support of its decision to contract out the work.
- 28.05** This Article applies only to permanent employees.
- 28.06** This Article shall not prevent the retention by the Corporation of students enrolled in an educational institution as part of a work experience program directly related to their course of study, provided such students do not replace existing permanent employees or employees currently on lay-off. The retention of students is subject to the approval of the Parties.

#### **ARTICLE 29 - BENEFITS**

- 29.01** (a) The Corporation shall pay, on behalf of all permanent full-time employees, 100% of the premium cost of the following:
- (1) extended health plan, including prescription drugs and semi-private hospitalization;
  - (2) vision care plan providing an accumulated two-year benefit of \$175;
  - (3) long-term disability plan providing 75% of regular earnings to a maximum of \$4,000 per month;
  - (4) dental plan equivalent to the Liberty Health Plan No. 7, utilizing current O.D.A. rates, and including orthodontic coverage for dependent children to a \$1,500 lifetime maximum with 50%/50% co-insurance and major restorative coverage including endodontic coverage at 50% reimbursement with a combined \$1,500 annual maximum; and
  - (5) life insurance plan to a value of twice the employee's annual salary to the nearest \$500 to a maximum of \$100,000

- (b) A permanent full-time employee may apply for a further sum of life insurance to bring the total life insurance coverage to three times annual salary to the nearest \$500, to a maximum of \$150,000, subject to evidence of insurability. The employee shall pay 100% of the premium cost of this additional insurance.
- 29.02 (a) The Corporation shall pay to all part-time permanent employees who have worked in excess of 720 hours an amount equal to 100% of the premium cost of the benefits listed in Article 29.01 for all time worked in excess of those 720 hours instead of having such benefit premiums provided for them.
- (b) The Application of this Part of this Article to a part-time permanent employee shall be on a pro-rata basis consistent with the total number of hours worked (excluding overtime) in a period by the part-time permanent employee compared with the total number of hours worked (excluding overtime) in the same period by a full-time permanent employee in that classification.
- 29.03 The Corporation shall pay to all temporary and relief employees who were employed at the time of ratification and who have worked in excess of 720 hours (excluding overtime) an amount equal to 8% of gross wages earned after those 720 hours instead of having the benefit premiums for the benefits listed in Part 1 of this Article paid for them. It is agreed and understood that such payment will not apply to any new temporary or relief employee hired after the ratification of this Agreement.
- 29.04 The Corporation shall make contributions on behalf of each participating permanent employee to the O.M.E.R.S. Basic Pension Plan, in amounts required by the Board of O.M.E.R.S. from time to time,

**ARTICLE 30 - DISABILITY BENEFITS**

- 30.01 (a) When a permanent full-time employee is eligible for full benefits under the provisions of a Long Term Disability Plan provided by the Corporation's insurance company, the Corporation will continue to pay the premium cost of the Extended Health, Dental and Vision Plan so long as the employee continues to be eligible for such long-term disability benefits
- (b) All premium payments referred to in Article 30.01 (a) will cease on the date an employee is terminated from employment.
- (c) Notwithstanding Article 30.01 (b) above, the Corporation will pay the premium cost of the Extended Health plan for any employee who is in receipt of full benefits under the provisions of the Long Term Disability Plan at the date of ratification of this Agreement, for as long as the employee continues to receive Long-Term Disability benefits. Payment of the premium cost of the Vision and Dental Plan will cease upon termination of employment.

**ARTICLE 31 - RETIREE BENEFITS**

- 31.01 The Corporation shall pay 100% of the premium cost of a paid up life insurance policy of \$2,000 for all permanent full-time employees who retire at age 65, or who take early retirement with an unreduced pension as determined by the existing O M E R S plan
- 31.02 The Corporation shall pay 75% and the employee shall pay 25% of the premium cost of the extended health plan including prescription drugs and semi-private

hospitalization It is agreed and understood that the Corporation shall terminate the payment of premiums for the dental and vision plan with effect on the employee's retirement date

Article 31 02 applies to permanent full-time employees who are

- (a) receiving an unreduced O M E R S Basic Pension, or
  - (b) receiving an unreduced O M E R S Disability Pension,
- until the employee attains age 65

### **ARTICLE 32 - COMMUNICATIONS**

- 32.01 Except where provided elsewhere in this Agreement, any correspondence between the Parties on matters arising out of this Agreement will be directed to the President and the Secretary of the Union and to the Director of Human Resources of the Corporation.
- 32.02 When a promotion, transfer, hiring, lay-off, recall or termination in the bargaining unit is being considered by the Chief Administrative Officer, the Corporation shall advise the Union, in advance, and the Union shall have an opportunity to make representation thereto.

### **ARTICLE 33 - JOB EVALUATION AND RE-EVALUATION**

- 33.01 (a) The Job Evaluation Manual (adopted by both parties in April of 1988) is the system that is to be used by the parties to evaluate the relative worth of jobs falling within the scope of this Agreement.
  - (b) The parties may, by mutual consent, modify any aspect of the Job Evaluation Manual in order to bring about improvements in the implementation and maintenance of the system.
  - (c) All new Job Descriptions shall be evaluated by the Joint Job Evaluation Committee in accordance with the Job Evaluation Manual.
  - (d) All revised Job Descriptions shall be reviewed and, if appropriate, re-evaluated by the Joint Job Evaluation Committee in accordance with the Job Evaluation Manual. Minor changes to Job Descriptions, such as identification details, name of department or division and reporting structure will not require re-evaluation.
  - (e) Job Description evaluation requests shall be considered in the order in which they are received by the Chair of the Joint Job Evaluation Committee.
- 33.02 Joint Job Evaluation Committee
- (a) There will be a Joint Job Evaluation Committee composed of six persons including three representatives and one alternate appointed by the Corporation and three representatives and one alternate appointed by the Union. The Joint Job Evaluation Committee will consider all requests for evaluation of Job Descriptions for new positions created within the bargaining unit and for re-evaluation of revised Job Descriptions for existing positions.
  - (b) The Union will notify the Corporation in writing of its appointees to the

Joint Job Evaluation Committee by March of each year. Each representative of the Union will serve a minimum of one year in the interest of continuity.

- 33.03 Job Evaluation and Re-Evaluation Procedures (Corporation Initiated)
- (a) The Corporation shall prepare the proposed Job Description.
  - (b) Where there is an incumbent in the job, he or she shall be given a copy of the proposed Job Description and shall be given an opportunity to review and comment on the same.
  - (c) The proposed Job Description shall be forwarded to the Chair of the Joint Job Evaluation Committee.
  - (d) Where the position is vacant, the Corporation may assign a temporary relative job worth value and salary level for the job and notify the Joint Job Evaluation Committee.
  - (e) Within 60 calendar days after receipt of the proposed Job Description, the Joint Job Evaluation Committee shall meet to review and evaluate or re-evaluate the Job Description and:
    - (1) Where there is an incumbent and agreement is reached on the evaluation or re-evaluation of the Job Description, the results shall be implemented on the Monday following the date the Job Description was evaluated or re-evaluated.
    - (2) Where the position is vacant and agreement is reached on the evaluation or re-evaluation of the Job Description, the results shall be implemented as of the date the position is occupied.
- 33.04 Job Re-Evaluation Procedures (Employee Initiated)
- (a) Any employee, having occupied a position for a minimum of six months since the date of last evaluation or re-evaluation, who feels that there has been a material change in the duties or responsibilities of the position, shall complete a Job Re-Evaluation Request Form (which may be obtained from the Chair of the Joint Job Evaluation Committee) and shall forward it along with a copy of the proposed Job Description to his or her immediate non-union supervisor.
  - (b) If the immediate non-union supervisor agrees that there has been a material change in the duties or responsibilities of the position, he or she shall endeavour to finalize the Job Description and forward it to the Chair of the Job Evaluation Committee within 30 calendar days after receipt from the employee.
  - (c) Within 60 calendar days after receipt of the revised Job Description the Joint Job Evaluation Committee shall meet to review and re-evaluate the revised Job Description.
  - (d) Salary increases resulting from the re-evaluation shall be made effective as of the date that the Joint Job Evaluation Committee completed the evaluation or re-evaluation, or 60 days following receipt of the revised Job Description by the Chair of the Joint Job Evaluation Committee, whichever is earlier.
  - (e) Article 33.04 in its entirety applies only to permanent employees.

**33.05** Joint Job Evaluation Committee Decisions

Decisions made by the Evaluation Committee shall be binding upon the Corporation, the Union, and the employees, and shall not be subject to grievance or arbitration, despite any other provision of this Agreement.

**33.06** The Corporation agrees to compile job descriptions for all positions covered by this Agreement and to present these job descriptions to incumbents and the Union as they are completed and evaluated.

**33.07** The Corporation agrees to provide the Union with a Pay Level Classification Schedule outlining the assigned pay level of each position covered by this Agreement. The Pay Level Classification Schedule shall be updated on a quarterly basis and shall be presented to the Union and posted on all bulletin boards. Though not attached hereto, the Pay Level Classification Schedule shall form part of this Agreement.

**33.08** Arbitration Process

(a) If agreement cannot be reached by the Joint Job Evaluation Committee, the matter shall be referred to a single Arbitrator, who shall be jointly selected by the Corporation and the Union. Failing settlement on the selection of an Arbitrator within fifteen (15) days, the Minister of Labour, upon the request of either party, may appoint the Arbitrator. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the matter leading to Arbitration.

(b) The Arbitrator shall have no power to alter, modify, detract from, suspend, add to, amend or change rates of pay or any provision of the Job Evaluation Manual. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator's fees and expenses shall be shared equally by the parties.

**33.09** The hourly rate of pay of employees in a position that is re-classified downward will be frozen or red-circled at its existing rate. Red-circling will remain in effect until, as a result of negotiated increases or other adjustments, the evaluated rate for their position equals or exceeds the red-circled rate being paid to the employee.

**ARTICLE 34 - TECHNOLOGICAL CHANGE**

**34.01** If the Corporation proposes to change the method of providing municipal services to the community by technological change, and as a result to displace an employee from a position, the Corporation shall notify the Union of its proposal as soon as practicable and afford the Union an opportunity to meet with the Chief Administrative Officer, and such other management personnel as considered appropriate, prior to the implementation of the proposal.

**34.02** When proposing to displace an employee from a position in the process of implementing a technological change, the Corporation shall consider the following possibilities:

(a) the re-training of the employee to work within the technologically changed method;

(b) the relocation of the employee to another position, the requirements of which the employee has the qualifications and ability to perform;

(c) the relocation of the employee to another position, the requirements of which the employee does not have the qualifications or ability to perform



and the re-training of the employee in that position

- 34.03 In the event that an employee being displaced as a result of technological change,
  - (a) is not to be re-trained, relocated or relocated and re-trained; and
  - (b) is to be laid off,
 such lay-off shall be governed by the provisions of Article 12 as the case may be, and Article 18.
- 34.04 This Article applies only to permanent employees.

**ARTICLE 35 - WAGES**

- 35.01 The wage rate for employees covered by this Agreement shall be set out in Appendix A which is attached to and forms part of this Agreement.
- 35.02 Each new employee shall be assigned a Pay Grade and Step at the time of hire. Pending successful completion of the probationary period, movement from Step to Step shall be on a six (6) month schedule.
- 35.03 A promoted employee, within the meaning of Article 15 (a), shall be placed at the Step of the new Pay Grade that will provide the smallest increase. Under no circumstances will the employee receive wages higher than the top Step of the new Pay Grade. The ~~increment date~~ will become that of the date the promotion came into effect and movement from Step to Step shall be on a six (6) month schedule
- 35.04 A transferred employee, within the meaning of Article 15 (b), shall be placed at one (1) Step less in the new position for the duration of the trial period. Upon satisfactory completion of the trial period, the employee shall regain the one (1) Step lost. Thereafter, movement from Step to Step shall be on a six (6) month schedule.
- 35.05 A demoted employee, within the meaning of Article 15 (c), shall be placed at the Step in the new position that provides the second smallest wage decrease. Upon satisfactory completion of the trial period, the employee shall move up one Step in the new Pay Grade. Thereafter, movement from Step to Step shall be on a six (6) month schedule.
- 35.06 When a job is reclassified within the meaning of Article 33 to a higher pay grade, the employee's hourly rate of pay shall be placed at the same step in the new pay grade.

**ARTICLE 36 - COPIES OF AGREEMENT**

- 36.01 The Corporation agrees to continue its present practice of printing the Collective Agreement in booklet form with one copy to be given to each member of the collective bargaining unit and 50 copies given to the Secretary of the Union

**ARTICLE 37 - TERM OF AGREEMENT**


- 37.01 This Agreement will be for a term of 36 months, commencing April 1, 1998 and ending March 31, 2001, and shall automatically continue in effect thereafter for annual periods of one (1) year, unless either Party notifies the other in writing not more than 90 days prior to the expiration date of its desire to amend same.




37.02 In WITNESS THEREOF the Parties hereto have executed this Agreement by their proper officers.

Signed at Pickering this 04 day of JUNE 1999

FOR THE CORPORATION OF THE TOWN OF PICKERING

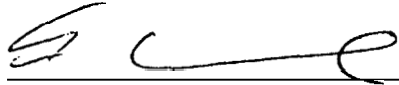
  
Wayne Arthurs, Mayor

  
Bruce Taylor, Town Clerk


  
Thomas J. Quinn, Chief Administrative Officer

  
Baba Gajadhar Singh, Director of Human Resources

FOR CANADIAN UNION OF PUBLIC EMPLOYEES

  
Fraser Copela, President

  
Paul Neuman, 1st Vice-President

  
David Cumming, Secretary

## C.U.P.E LOCAL 129 RATES

April ■ 1998 - March 31, 1999

PAY GRADE	POINT RANGE	STEP 1 - 90% HOURLY	STEP 2 - 95% HOURLY	STEP 3 - 100% HOURLY
19	320-339	23.64	24.95	26.27
18	300-319	22.74	24.00	25.26
17	280-299	21.84	23.05	24.26
16	260-279	20.93	22.10	23.26
15	240-259	20.27	21.38	22.51
14	220-239	19.56	20.65	21.74
13	205-219	18.89	19.94	20.99
12	190-204	18.21	19.21	20.22
11	175-189	17.52	18.50	19.47
10	160-174	16.84	17.78	18.71
9	145-159	16.17	17.06	17.96
8	130-144	15.46	16.32	17.18
7	115-129	14.80	15.63	16.45
6	100-114	14.21	15.01	15.79
5	85-99	13.65	14.41	15.16
4	80-84	10.24	10.81	11.37
3	75-79	9.10	9.60	10.11
2	70-74	7.40	7.80	8.22
1	65-69	6.85	6.85	7.09

April 1, 1999 - March 31, 2000

PAY GRADE	POINT RANGE	STEP 1 - 90% HOURLY	STEP 2 - 95% HOURLY	STEP 3 - 100% HOURLY
19	320-339	24.23	25.57	26.93
18	300-319	23.31	24.60	25.89
17	280-299	22.39	23.63	24.87
16	260-279	21.45	22.65	23.84
15	240-259	20.78	21.91	23.07
14	220-239	20.05	21.17	22.28
13	205-219	19.36	20.44	21.51
12	190-204	18.67	19.69	20.73
11	175-189	17.96	18.96	19.96
10	160-174	17.26	18.22	19.18
9	145-159	16.57	17.49	18.41
8	130-144	15.85	16.73	17.61
7	115-129	15.17	16.02	16.86
6	100-114	14.57	15.39	16.18
5	85-99	13.99	14.77	15.54
4	80-84	10.50	11.08	11.65
3	75-79	9.33	9.84	10.36
2	70-74	7.59	8.00	8.43
1	65-69	6.85	6.90	7.27

**C.U.P.E LOCAL 129 RATES**

April 1, 2000 - March 31, 2001

<b>PAY GRADE</b>	<b>POINT RANGE</b>	<b>STEP 1 - 90% HOURLY</b>	<b>STEP 2 - 95% HOURLY</b>	<b>EP 3 - 100% HOURLY</b>
19	320-339	24.84	26.21	27.60
18	300-319	23.89	25.22	26.54
17	280-299	22.95	24.22	25.49
16	260-279	21.99	23.22	24.44
15	240-259	21.30	22.46	23.65
14	220-239	20.55	21.70	22.84
13	205-219	19.84	20.95	22.05
12	190-204	19.14	20.18	21.24
11	175-189	18.41	19.43	20.46
10	160-174	17.69	18.68	19.66
9	145-159	16.98	17.93	18.87
8	130-144	16.25	17.15	18.05
7	115-129	15.55	16.42	17.28
6	100-114	14.93	15.77	16.59
5	85-99	14.34	15.14	15.93
4	80-84	10.76	11.36	11.95
3	75-79	9.56	10.09	10.62
2	70-74	7.78	8.20	8.64
1	65-69	6.85	7.07	7.45

**HOURS OF WORK**

**Appendix B**

Department/Division	Shifts	Work Week	Notes
Public Works/Road	7:30 am - 4:00 pm	Mon. - Fri., incl.	2
Transportation/Works Centre	5:15 am - 1:45 pm or 7:30 am - 4:00 pm	Mon. - Fri., incl.	2
Mechanics	3:30 pm - midnight	Mon. - Fri., incl.	2
Vehicle Serviceperson	9:00 am - 5:30 pm	Mon. - Fri., incl.	2
Receptionist	5:00 pm - 1:30 am 8:00 am - 5:00 pm	Mon. - Fri., incl.	2 1
Transportation/Transit	various ****		4
Parks & Facilities/Parks	7:30 am - 4:00 pm	Mon. - Fri., incl.	2
Parks & Facilities/Don Beer	8:00 am - 4:00 pm	•	3
	4:00 pm - midnight	•	3
	midnight - 8:00 am	•	3
Parks & Facilities/D.I. Pool	6:00 am - 2:00 pm	•	3
Parks & Facilities/Rec. Complex	8:00 am - 4:00 pm	•	3
	4:00 pm - midnight	•	3
	midnight - 8:00 am	•	3
	5:45 am - 1:45 pm	•	1
	2:30 pm - 10:30 pm (summer)	•	1
	3:30 pm - 11:30 pm (winter)	•	1
Town Clerk's, Planning, Public Works & Finance	8:30 am - 4:30 pm or 9:00 am - 5:00 pm	Mon. - Fri., incl.	1
Culture & Recreation			
Program Supervisor	various **		1
Recreation Coordinator	various **	•	4
Aquatic Program Supervisor	various ***	•	4
Kinesiologist	various **		4
Assistant Complex Program Coordinator	various **		4
others	8:30 am - 4:30 pm or 9:00 am - 5:00 pm	Mon. - Fri., incl.	4
<p>* As scheduled by the Directors of Parks and Facilities or Culture and Recreation.</p> <p>** As scheduled by the Director of Culture and Recreation: maximum 40 hours weekly</p> <p>*** As scheduled by the Director of Culture and Recreation, maximum 35 hours weekly</p> <p>**** For Transit Operators, the minimum shift shall be 3 hours</p> <p>Note 1 Include(s) one hour unpaid meal break</p> <p>Note 2 Include(s) one-half hour unpaid meal break</p> <p>Note 3 Include(s) one hour paid meal break during which employees are to be available for work</p> <p>Note 4 Include(s) various meal breaks as per Article 13.01 (c)</p>			

## Appendix C

### TERM EMPLOYEES HOURS OF WORK **AND** WORKING CONDITIONS

The following represents the terms and conditions of employment of Term employees:

- T1** (a) At the date of ratification of this Agreement, seniority for term employees shall be capped and there shall be no further accrual of seniority. On this basis the Corporation will maintain a seniority list. If a term employee is terminated and not re-hired within a period of twelve (12) calendar months, he or she shall be removed from the seniority list.
- (b) Article 12.01 applies only to those employees who have earned wages during the twelve (12) calendar months preceding the ratification date of this Agreement. Term employees who have not earned wages during the twelve (12) calendar months preceding the ratification date of this Agreement shall have no seniority.
- (c) Seniority referred to in Article 12.01 may only be used to apply for job vacancies when two (2) or more term employees (and no other employee) are applying for a transfer, promotion, or demotion to a permanent position. The term employee with the most seniority according to the term employee seniority list shall be awarded the position provided that such employee has the qualifications to perform the requirements of the job.
- T2** A schedule of hours to be worked by the employee shall be determined by the Corporation and will be posted in advance, where possible, on bulletin boards.
- T3** If an employee arrives to begin a scheduled shift and there is no work available and the employee has not been advised in advance that he or she would not be required, the Corporation shall pay the employee two hours pay at regular rates.
- T4** Work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one-half the hourly rate.
- T5** When an employee is assigned a higher rated job by the Corporation on an interim basis, he or she shall be paid the rate of pay for the higher rated job while performing that job.
- T6** The Corporation shall pay to all term employees who have worked in excess of 312 hours (excluding overtime) an additional 30 cents per hour for each hour worked after those 312 hours instead of having the benefit premiums listed in Article 29.01 paid for them.
- T7** For aquatic staff, the Corporation shall pay the full cost of one tank top, one swimsuit, and one sweatshirt, the replacement of which will be on an "as needed" basis, at the discretion of the Aquatic Coordinator.
- T8** The Corporation shall provide two (2) T-shirts per year to Youth and Camp Staff.

January 21, 1999

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CORPORATION OF THE TOWN OF PICKERING**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 129**



The Parties agree to include the following positions within the scope of the Canadian Union of Public Employees, Local 129 bargaining unit. These positions shall be subject to such terms and conditions of employment that are relevant to their individual position classifications.

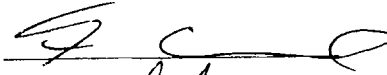

These positions are as follows:

1. Pre-School Instructor
2. Pre-School Assistant
3. Kinderym Instructor
4. Kinderym Assistant
5. Special Event Leader
6. Special Event Program Assistant
7. Fitness Room Supervisor
8. Fitness Administration
9. Fitness Apprentice
10. Cashier Aquatics
11. Community Arts Development Assistant

THE CORPORATION OF  
THE TOWN OF PICKERING

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 129

February 24, 1999



LETTER OF UNDERSTANDING  
BETWEEN  
THE CORPORATION OF THE TOWN OF PICKERING  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 129

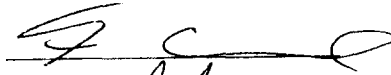

In view of the fact that the Parties have had numerous discussions about Bill 136 (as amended from time to time) and its application to any sale or amalgamation which may come to pass, the parties desire to confirm their understanding in writing.

Such understanding is that in the event of a sale or an amalgamation involving the Corporation of the Town of Pickering, whether forced or voluntary, the prevailing legislation shall apply.

THE CORPORATION OF  
THE TOWN OF PICKERING

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 129

April 28, 1999

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE CORPORATION OF THE TOWN OF PICKERING**  
**AND**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 129**



Re: Implementation of Ten (10) and Twelve (12) Hour Shifts

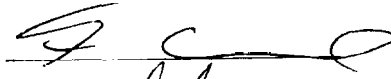
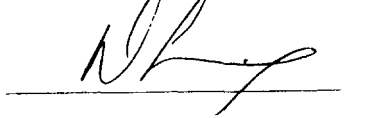
The Parties agree to the development and implementation of ten (10) and twelve (12) hour shifts in those areas of work where the public service extends beyond the normal office operation of 8.30 a.m. to 4.30 p.m. It is agreed and understood that the implementation of ten (10) and twelve (12) hour shifts shall be introduced on an experimental basis for one (1) year at which time the operation of such shifts will be reviewed by the Corporation.

The Parties further agree that two representatives from the Corporation and two representatives from the Union shall meet within two months of signing the Collective Agreement to develop ten (10) and twelve hour shifts for implementation in those areas of work as determined by the Corporation.

THE CORPORATION OF  
THE T O W OF PICKERING

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 129



April 28, 1999

**LETTER OF UNDERSTANDING  
BETWEEN  
THE CORPORATION OF THE TOWN OF PICKERING  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 129**

The Parties agree that all current Schedule C employees will be classified as Term employees at the signing of this Agreement. Seniority will be determined as per Article 12.

The Parties further agree that three representatives from the Union and three representatives from the Corporation will comprise a Committee, already established, to review the employment classifications for those employees on the payroll at the signing of this Agreement. Such review will be limited to:

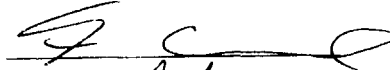
- a) Identification of opportunities for creating part-time permanent positions from the existing Term employee complement.
- b) Identification of opportunities for creating full-time permanent positions from the part-time permanent employee complement.

Recommendations from the Committee will be submitted by December 31, 1999 and the Committee will cease to exist on this date.

All final decisions made in this regard will be solely at the Corporation's discretion

THE CORPORATION OF  
THE TOWN OF PICKERING

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 129



# SUMMARY OF BENEFITS



UNION EMPLOYEES

GROUP CONTRACT NUMBER: 12103

EFFECTIVE DATE: REFER TO MASTER CONTRACT

ELIGIBILITY PERIOD: The date of employment.

ISSUED: November, 1996

## SUMMARY OF BENEFITS

### Benefits Underwritten By Liberty Mutual Insurance Company

#### **EXTENDED HEALTH BENEFITS (EHB)**

Deductible - Nil.  
100% reimbursement of eligible charges.

#### **Paramedical Services - maximum amounts allowed:**

##### **a) Clinical Psychologist:**

Maximum amount allowable - \$200. per person per calendar year.

##### **b) Registered Masseur:**

Maximum amount allowable - \$200. per person per calendar year.

##### **c) Speech Pathologist:**

Maximum amount allowable - \$200. per person per calendar year.

##### **d) Chiropractor, Osteopath, Chiropodist, Podiatrist:**

Maximum amount allowable - \$200. per person per calendar year.  
including x-rays and laboratory  
tests, (each practitioner)

##### **e) Naturopath, Christian Science Practitioner:**

Maximum amount allowable - \$200. per person per calendar year.  
(each practitioner)

#### **Semi-Private Hospital Accommodation**

Deductible - Nil.  
100% reimbursement of the charge made by a hospital for semi-private room  
accommodation, which is in excess of **the** standard ward rate.

**Hearing Aids**

Deductible - Nil.

100% reimbursement up to a lifetime maximum of \$200.

**Vision**

Deductible - Nil.

100% reimbursement up to a maximum of \$175. per 2 consecutive calendar years.

**EHB Overall Maximum - Unlimited.**

**PREDETERMINATION OF BENEFITS AND ALTERNATE BENEFIT PROVISIONS****- ACCIDENTAL DENTAL BENEFIT**

Prior to beginning dental treatment which will involve the use of crowns, bridges and/or dentures and which is expected to cost \$300 or more, you must obtain from your dentist and submit to Liberty Health a treatment plan outlining the details of the accident, any relevant x-rays, pre-accident condition of the teeth, planned treatment and cost.

Approval of the treatment plan must be obtained from Liberty Mutual prior to commencement of treatment (except for emergency treatment required to alleviate pain). After reviewing the treatment plan, you will be advised of the amount payable by Liberty Mutual. Where a range of fees, individual consideration or laboratory charges are included, Liberty Mutual will determine the amount payable.

There are many ways to treat a particular dental problem or condition and the cost of different procedures, services, courses of treatment and materials may vary considerably. Liberty Mutual may determine that payment for a less expensive procedure which will provide satisfactory results, may be made towards the cost of a procedure selected by you and your dentist. The difference between the amount payable by Liberty Mutual and the dentist's charge is your responsibility.

## **DENTAL BENEFITS**

### **Plan 7, Rider 3 (Applicable to dependent children only), Rider 4**

Deductible - Nil.

100% reimbursement of eligible charges, up to the amount specified in the applicable Fee Guide, with the exception of the following:

**Riders 3, 4:** 50% co-payment.

#### **Dental Maximum**

Rider 3 lifetime maximum - \$1,500. per dependent child.

Rider 4 maximum - \$1,000. per person per calendar year.

**Dental Overall Maximum** - Unlimited.

**Fee Guide** - Current Ontario Dental Association Fee Guide for General Practitioners.

## **PREDETERMINATION OF BENEFITS AND ALTERNATE BENEFIT PROVISIONS**

### **- DENTAL RIDER 4**

Prior to beginning dental treatment which will involve the use of crowns, bridges and/or dentures and which is expected to cost \$300 or more, you should obtain from your dentist and submit to Liberty Health a treatment plan outlining the procedures and charges. Your dentist may be requested to submit any relevant x-rays.

Approval of the treatment plan should be obtained from Liberty Mutual prior to commencement of treatment. After reviewing the plan, you will be advised of the amount payable by Liberty Mutual. Where a range of fees, individual consideration or laboratory charges are included, Liberty Mutual will determine the amount payable. The approved estimate will be honoured for a period of twelve months from the date of approval.

There are many ways to treat a particular dental problem or condition and the cost of different procedures, services, courses of treatment and materials may vary considerably. Liberty Mutual may determine that payment for a less expensive procedure which will provide satisfactory results, may be made towards the cost of a procedure selected by you and your dentist. The difference between the amount payable by Liberty Mutual and the dentist's charge is your responsibility. If you do not submit a treatment plan, Liberty Mutual reserves the right to pay benefits based on the less expensive procedure which will provide satisfactory results.

**Note:**

A calendar year is January 1 to December 31

If you have not enrolled for all the benefits described, please refer to your Identification Certificate for details of your personal coverage.

Your group health and dental benefit plan is underwritten by Liberty Mutual Insurance Company. However, we conduct business under the name "Liberty Health". Where statements of a contractual nature are included in this brochure, you will see the underwriter named. In all other cases, you will see references to Liberty Health.

**ELIGIBLE DEPENDENTS**

Dependents (if applicable) include:

- i) your spouse or common-law spouse of the opposite sex;
- ii) unmarried, unemployed children under the age of 21 years, including newborns;
- iii) unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability;
- iv) unmarried, unemployed dependent children over 21 but under 25 years of age in full-time attendance at a school, college or university.

## TERMINATION OF BENEFITS

Benefit coverage will continue for you and your dependents (if applicable) until the earliest of:

- the termination date of the Group Contract.

## CONTINUATION OF EXTENDED HEALTH BENEFITS FOR DISABLED EMPLOYEES

If a covered person is totally disabled on the date of termination, benefits will be payable for eligible expenses incurred which are related to the disability, until the last day of the calendar year following the year in which coverage terminated.

## CLAIMING BENEFITS

### Assignment of Benefits to the Provider (Applicable to Hospital claims only)

Your group benefit plan permits direct payment to hospitals only. If assignment is acceptable to the provider, present your Identification Certificate and the

### Direct Claims Submission

Claims submitted directly to Liberty Health must include original receipts and a completed claim form including the following: your name **and** complete address; your group and identification numbers; group name; claimant's date of birth; dependent's name (if claim is on behalf of a dependent or spouse) plus relationship to you. Drug claims must indicate the prescription number, name, strength and quantity of the drug plus the drug identification number.

**Claims should be submitted to:** Liberty Health, Liberty Centre, 3500 Steeles Avenue East, Markham, Ontario L3R 0X4.

Written proof of claim must be received by Liberty Health not later than the end of the calendar year following the year in which the claim was incurred. On termination of a person's coverage for any reason, written proof of claim must be received not later than 90 days following the date of such termination.

### **COORDINATION OF BENEFITS**

Your Liberty Health plan includes a Coordination of Benefits provision. If you have similar benefits through any other insurer, the amount payable through this plan shall be coordinated as follows, so that payment from all benefit plans does not exceed 100 percent of the eligible expense. Where both spouses of a family have coverage through their own employer benefit plans, the first payer of each spouse's claims is their own employer's plan. Any amount not paid by the first payer can then be submitted for consideration to the other spouse's benefit plan (the second payer).

Claims for dependent children should be submitted first to the benefit plan of the spouse who has the earlier birthday in a calendar year, and second to the other spouse's benefit plan. When submitting a claim to a second payer, be sure to include payment details provided by the first payer.

### **CONVERSION**

When you or your dependent leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 30 days of leaving the group.



13. **HEARING AIDS:** Payment towards the purchase of a hearing aid for you or an eligible dependent, when prescribed by a physician or hearing specialist. Eligible charges include the cost of repairs and initial batteries. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for early examinations, tests, replacement batteries or expenses covered by the Workers' Compensation Board or any government plan.

14. **VISION:** Payment towards the purchase of new or replacement eyeglasses or contact lenses for you or an eligible dependent, when prescribed by your doctor, ophthalmologist or optometrist. Charges to repair existing frames or lenses are also covered. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for the cost of eye examinations, industrial safety glasses or expenses covered by the Workers' Compensation Board or any government plan.

## LIMITATIONS

Extended Health Benefits are not payable for:

- Services normally paid through any provincial hospital plan, any provincial medical plan, Workers' Compensation Board, other government agencies or any other source.
- Services or supplies provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, health spa, or when a patient is confined to a nursing home or home for the aged and receives Ontario government assistance.
- Dental care (except as outlined under "Benefits").
- Rest cures, travel for health reasons, insurance examinations or services or supplies for cosmetic purposes.
- Expenses incurred for benefits or that part of benefits which cease to be payable under any government program.

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- 9. MEDICAL SERVICES AND SUPPLIES:** Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.
- 10. AMBULANCE:** Reasonable and customary charges in excess of the provincial health plan allowance for licensed ground and air ambulance services.
- 11. PARAMEDICAL SERVICES:** Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:
- a. Clinical Psychologist;
  - b. Masseurs - when the patient's attending physician authorizes in writing that such treatment is necessary;
  - c. Speech Pathologists - when the patient's attending physician or dentist authorizes in writing that such treatment is necessary;
  - d. Chiropractor, Osteopath, Chiropodist, Podiatrist - benefits are payable only after the annual maximum allowance under your provincial health plan has been paid;
  - e. Naturopath, Christian Science Practitioner - the Christian Science Practitioner must be listed in the Christian Science Journal.

No payment will be made for Completion of reports, assessments, tests or evaluations.

- 12. EMERGENCY OUT-OF-PROVINCE SERVICES:** Reasonable and customary charges in excess of the provincial health plan allowance, incurred due to an emergency resulting from sickness or injury which occurs while you are travelling, vacationing or otherwise temporarily residing outside your province of residence for the following:
- a. room and board in a licensed hospital, up to the hospital's standard ward rate;
  - b. services and supplies furnished by a licensed hospital; and
  - c. diagnosis and treatment by a physician or surgeon.

Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

An "Authorization Form for RN Services" must be completed by the attending physician and submitted to Liberty Health. When the services are extended for more than 30 days, prior approval must be obtained from Liberty Mutual on a monthly basis.

- 3. PHYSIOTHERAPY:** Reasonable and customary charges for the services of a licensed or registered physiotherapist who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of his/her services.
- 4. DIAGNOSTIC SERVICE:** For provinces where diagnostic services are not covered by the provincial health plan, diagnostic laboratory and x-ray services performed in a hospital or licensed medical laboratory.
- 5. OUT-PATIENT CHARGES:** Services and supplies furnished by a licensed hospital.
- 6. ACCIDENTAL DENTAL:** Dental care to repair or replace natural teeth as a result of a direct accidental blow to the mouth and not by an object intentionally placed in the mouth, which occurs after the effective date of coverage. Payment will be based on the monetary rates shown in the Ontario Dental Association Fee Guide for General Practitioners in effect at the time of treatment, however, the maximum amount payable for replacement teeth shall be \$500. Treatment must begin within 90 days of the accident and must be completed within three years.
- 7. PROSTHETIC APPLIANCES:** Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), ostomy supplies (where a surgical stoma exists), corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery), custom-made boots or shoes or adjustments to stock item footwear.
- 8. DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs, glucometers (subject to 50% co-payment). In no event will rental charges exceed the purchase price of such equipment.

## **EHB (EXTENDED HEALTH BENEFIT) PLAN**

The benefits described below are available to you through Liberty Mutual Extended Health Benefit Plan when required as a result of sickness or accidental bodily injury.

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

### **GENERAL INFORMATION**

- No medical examination is required.
- Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Liberty Mutual from the date of the last service provided.
- Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental care as a result of an accident.

### **BENEFITS**

- 1. DRUGS** - Formulary Three: Drugs, medicines and injected allergy sera, purchased on the prescription of a medical doctor or dentist and which are listed in Liberty Mutual Formulary Three, and insulin, needles, syringes and test-tape for use by diabetics. The name, strength and quantity of the drug must be shown on all receipts. Benefits are not payable for vitamins (unless injected), vitamin preparations, food supplements, smoking cessation aids, general public (G.P.) products or drugs not approved for legal sale to the general public in Canada.
- 2. PRIVATE NURSING:** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN); when such services are provided in the home by a Registered Nurse who is registered in the jurisdiction in which the services are performed and is not a relative of the patient. RN services must be certified medically necessary by the attending physician. Payment will be made to a maximum **of:**
  - a. \$5,000 during any period of 3 consecutive calendar years ending prior to the first day of a calendar year coincident with or next following your or your dependent’s 65th birthday, and
  - b. \$5,000 on and after the first day of a calendar year coincident with or next following your or your dependent’s 65th birthday, reduced by the total amount reimbursed under this expense during the 3 immediately preceding calendar years.

## **SEMI-PRIVATE HOSPITAL ACCOMMODATION**

### **BENEFITS**

**Semi-Private Hospital Accommodation** - if you are hospitalized in a public general or convalescent hospital or in a contracted private hospital in accordance with the formal agreement between the hospital and Liberty Mutual, payment will be made for room and board charges in excess of those payable by your provincial health plan, up to the difference in amount between the hospital standard ward charge and the semi-private room charge.

### **Out of Canada**

When semi-private hospital accommodation charges are incurred outside Canada, Liberty Mutual will pay the difference between the room and board benefit payable by the provincial hospital plan and the reasonable and customary semi-private hospital accommodation charges.

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## **DENTAL PLAN**

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

## **BENEFITS**

### **PLAN 7**

#### **EXAMINATIONS**

Complete oral examination (once every 3 years) 01101, 01102, 01103  
Recall oral examination (once every 6 months) 01202  
Specific oral area examination 01204  
Emergency examination 01205

#### **CONSULTATIONS**

With patient (maximum 2 units every 12 months) 05201, 05202, 05209  
With a member of the profession 93111, 93112, 93119

#### **RADIOGRAPHIC EXAMINATION (X-RAY)**

Complete series intra oral films (once every 3 years) 02101, 02102  
Periapical films 02111-02125  
Occlusal films 02131-02136  
Bitewing films (once every 6 months) 02141-02146  
Extra oral films 02201-02204, 02209  
Sinus examination 02304  
Sialography 02401, 02402, 02409  
Use of radiopaque dyes to demonstrate lesions 02411, 02412, 02419  
Temporomandibular joint films 02504, 02509  
Panoramic film (once every 3 years) 02601  
Cephalometric films 02701-02704, 02709  
Tracing of radiographs 02751, 02752, 02759  
Interpretation of radiographs from another source 02801, 02802, 02809  
Hand and wrist (as diagnostic aid for dental treatment) 02921  
Tomography 02931-02934, 02939

## **DIAGNOSTIC SERVICES**

Microbiological tests for determination of pathologic agents 04101  
Dental caries susceptibility test 04201  
Biopsy, soft-hard tissue 04311,04312, 04321, 04322  
Cytological examination 04401

## **PREVENTIVE SERVICES**

Polishing (one unit of time every 6 months) 11101, 11102, 11107  
Scaling (one unit of time every 6 months) 11111-11117, 11119  
Preventive Recall Packages (once every 6 months) 11201-11203, 11301-11303,  
11401-11403, 11501-11503  
Fluoride treatment 12101, 12102  
Oral hygiene instruction and reinstruction (once every 6 months) 13211-13214,  
13219, 13231, 13232, 13239  
Interproximal discing of teeth 13701, 13702

## **RESTORATIVE SERVICES**

Caries/pain control 20111, 20119, 20121, 20129  
Amalgam restorations (silver fillings)  
    Primary teeth 21111-21115  
    Permanent anterior and bicuspid teeth 21211-21215  
    Permanent molar teeth 21221-21225  
Pins, retentive per restoration 21401-21405  
Stainless steel/plastic full coverage, preformed restorations 22201, 22211, 22301,  
22311, 22401, 22411, 22501, 22511  
**Tooth coloured restorations, permanent teeth 23101-23105, 23111-23115, 23211-**  
**23215, 23221-23225, 23311-23315, 23321-23325**  
Tooth coloured restorations, primary teeth 23401-23405, 23411-23415, 23501-  
23505, 23511-23515  
Occlusal equilibration (8 units of time every 12 months) 43311-43314, 43319

## **SURGICAL SERVICES**

Removal of erupted tooth (uncomplicated) 71101, 71109  
Removal of erupted tooth (complicated) 71201, 71209  
Removal of impacted tooth 72111, 72119, 72211, 72219, 72221, 72229, 72231,  
72239  
Removal of residual roots 72311, 72319, 72321, 72329, 72331, 72339

## **OTHER SERVICES**

In-office and commercial laboratory charges (when applicable to the above procedures) 99111, 99333

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 Liberty Health for review to establish the extent of payable benefit.

## **DENTAL RIDER 4**

### **CROWNS, BRIDGEWORK AND REPAIRS**

#### **RESTORATIVE SERVICES**

Gold foil restorations 24101-24104, 24201-24203  
Metal inlay restorations 25111-25113  
Composite inlay restorations 25121-25123  
Onlay/Inlay porcelain 25131-25133, 25531  
Metal onlay restoration 25511  
Composite onlay restoration 25521  
Retentive pins 25601, 25602, 25603, 25604, 25605  
Post and core 25711-25713, 25721-25723  
Crowns 27111, 27113, 27114, 27121, 27201, 27211, 27301, 27311  
Metal transfer coping 27501, 27502  
Plastic repairs 27711  
Porcelain repair 27721  
Natural tooth preparation 28101  
Metal cast coping crowns 28211, 28212  
Other restorative services 21301, 23601, 25731-25733, 25741-25743, 25751-25756, 27401, 27409, 29101-29103, 29109, 29301-29303, 29309

#### **PROSTHODONTIC SERVICES FIXED (once every 5 years)**

Pontics 62101, 62103, 62501, 62502, 62701-62703,  
Repairs 66111-66113, 66119, 66211-66213, 66219, 66301-66303, 66309, 66711, 66719, 66721, 66729  
Retainers crowns 67101, 67102, 67121, 67129, 67131, 67139, 67201, 67202, 67211, 67212, 67301, 67311, 67312  
Retainers inlay, onlay 67321, 67322, 67331, 67341  
Abutment preparation under existing partial denture clasp 67501, 67502  
Splinting 69201  
Retentive pins for retainers 69301-69305



## **ANAESTHESIA**

92101, 92102, 92212-92219, 92222-92229, 92301-92309, 92411-92419, 92431-92439, 92441

## **PROFESSIONAL VISITS**

94101, 94102, 94302

## **DENTAL RIDER 3**

### **ORTHODONTIC SERVICES (for dependent children only)**

#### **DIAGNOSTIC SERVICES**

Orthodontic casts 04931

#### **PREVENTIVE SERVICES**

Space maintainers 15101, 15103-15105, 15201, 15202, 15301, 15302, 15401-15403, 15501, 15601-15604

#### **OBSERVATION & ADJUSTMENT**

Observation 80601

Observation and adjustment 80602

Repairs 80631, 80632, 80639

Alterations 80641, 80642, 80649

Re-cementations 80651, 80659

Separation 80661, 80669

Removal of fixed orthodontic appliances 80671, 80679

#### **ORTHODONTIC APPLIANCES**

Removable 81111, 81112, 81113, 81114, 81121, 81122, 81131, 81132, 81135, 81141, 81142, 81151, 81152

Fixed or cemented 81211, 81212, 81221, 81222, 81231, 81232, 81241, 81242, 81243, 81251, 81252, 81253, 81254, 81261, 81262, 81271, 81272, 81291-81294

Retention Appliances 83101, 83102, 83201, 83202

Appliances, control of oral habits, adjustments, repairs, maintenance 14101, 14102, 14201, 14202, 14301, 14401-14403, 14409

Myofunctional therapy 14311, 14312, 14319

## **OTHER SERVICES**

In-office and commercial laboratory charges (when applicable to the above procedures) 99111, 99333  
Diagnostic casts 04911, 04922

## **EXCLUSIONS**

### **Benefits are not payable for:**

- Services or supplies not listed under Benefits.
- Charges for endodontic or periodontic services, complete or partial dentures.
- Services or supplies for cosmetic purposes.
- Charges for procedures or appliances connected with implants.
- Services or supplies related to Temporomandibular Joint problems.
- Charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- Charges incurred as a result of self-inflicted injury.
- Charges incurred while committing, **or** attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act **was** committed.
- Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical **files**.
- Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown in your Summary of Benefits.
- Services or supplies covered by any government plan.
- Services completed after termination of coverage.