

SOURCE	City		
EFF.	96	08	01
TERM.	98	03	31
No. OF EMPLOYEES	230		
NOMBRE D'EMPLOYÉS	AA		

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 167
(MACASSA LODGE)

DURATION OF AGREEMENT
APRIL 1, 1996 TO MARCH 31, 1998

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**COLLECTIVE BARGAINING AGREEMENT
MACASSA LODGE**

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made in triplicate, this day of

BETWEEN:

THE REGIONAL MUNICIPALITY ~~OF~~ HAMILTON-WENTWORTH
(hereinafter called the "Employer")

of the First Part,

-and-

THE CANADIAN UNION ~~OF~~ PUBLIC EMPLOYEES - LOCAL 167

(HAMILTON-WENTWORTH MACASSA LODGE UNIT)

(hereinafter called the "Union")

of the SECOND PART.

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of effectively defining the duties, privileges, working conditions, remuneration and other benefits respecting Local 167 employees of the Employer, employed at Macassa Lodge, including all of the employees of the Employer who are employed, from time to time, in the classifications set forth in Schedule " A attached hereto.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH

1. SCOPE

- 1.1** The provisions of this Agreement shall apply to all employees employed in job classifications set forth in Schedule " A . attached hereto, and forming part of this Agreement (save and except two hour Aides and students employed pursuant to a co-operative education program) and for the purposes of clarity the rates of pay set forth in the said Schedule " A in respect of the job classifications described therein shall apply, during, the terms of this Agreement, to all employees employed in the said classifications.

- 1.2** During the term of this Agreement if the Employer establishes any additional positions or **job** classifications that are not specified in Schedule "A" but which positions or classifications are appropriate for inclusion in Schedule "A" then the Employer agrees:
- (a) that the said position or job classifications are to be included in and form part of Schedule "A". and
 - (b) that the rates for such positions or **job** classifications as set by the Employer are subject to the grievance procedure and arbitration provisions set forth in this Agreement.
- 1.3** The provisions of this Agreement shall not apply to an employee holding any of the following confidential or supervisory positions:

All supervisors, those above the rank of supervisor, administrative assistants and those personnel covered by subsisting Collective Agreements.

The provisions of this Agreement shall not apply to an employee hired under Federal, Provincial, or other subsidized "Make Work" programs. Local 167 employees shall not be displaced by virtue of the hiring of such employees for such work programs.

2. EMPLOYER RESPONSIBILITY

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

- 2.1(a) The Employer recognizes the Union as the Exclusive Bargaining Agent for all employees of the Employer coming within the Scope of Schedule "A", save and except those employees under the jurisdiction of other Unions, those employees specifically exempted under Article 1. 3 of this Agreement, and all employees of Wentworth Lodge.
- 2.1(b) The Employer agrees to recognize all Union officers and the right of such officers to represent the Union in its dealings with the Employer. The Union recognizes that at all times the majority of members of all committees making such representation to the Employer will be employees of the Employer.
- 2.2 The Employer agrees not to interfere with the rights of its employees designated within the scope of this Agreement, to become members of the Union, and there shall be no discrimination, interference, restraint or coercion

by the Employer or any of its representatives against any employee because of Union Membership.

- 2.3 The Employer agrees that during the term of this Agreement, there shall be no lockout of employees.
- 2.4 The Employer agrees to abide by the Ontario Human Rights Code, being Chapter 53, of the Revised Statutes of Ontario, 1981, as amended, and further agrees that there shall be no discrimination with respect to any employee by reason of his/her membership or lawful activity in the Union.
- 2.5 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself, and upon each of its duly authorized representatives, and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.

3. UNION RESPONSIBILITY

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

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

- (b) to hire, classify, transfer, promote, demote, dismiss, suspend or lay off employees because of lack of work or other legitimate reason, and
- (c) to introduce new and improved facilities and methods to improve the efficiency of the operations of the Employer, but such exclusive functions of the Employer are subject always to the provisions of this Agreement.

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

4. STANDARD HOURS OF WORK

4.1 Employees working an office hour schedule shall work a thirty-five (35) hour week.

4.2 The office hour schedule that is to normally apply throughout each year is 9:00 a.m. to 5:00 p.m. daily, or any other shifts as may be necessary by reason of the nature of the operations of the Department, but

- (a) a lunch period of one (1) hour is to be arranged and allowed by the employee's Department Head in accordance with the needs of the Department, and
- (b) each employee is to be allowed a fifteen (15) minute rest period in the first half and in the second half of such scheduled hours of work or of each shift, whichever is the case, and
- (c) hours of work may be arranged to accommodate the "flex-time" policies of the Employer; such arrangements to be subject in all respect to the approval of the Department Head and

4.3 Employees working on a 7-day week shift operation shall work seven (7) hours and thirty (30) minutes per day (exclusive of lunch period as set out in Clause 4.5 below) on a schedule of four (4) days on duty followed by two (2) days off duty.

Actual hours worked shall be recognized on the occasions when length of shifts are varied during to changes arising out of Daylight Saving Time.

- 4.4 Employees working other than an office hour schedule or a 7 day week operation are to work such hours as are designated for each classification as outlined in Schedule "A".
- 4.5 The lunch period for all staff working other than office hours shall be one-half (1/2) hour duration.
- 4.6 The standard hours of work described in this Article are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked.
- 4.7 The following provisions apply to part-time employees only:
- (a) No part-time employee shall be employed for less than four (4) hours on the day and afternoon shifts, and seven and one-half (7 1/2) hours on the night shift.
 - (b) In order that employees will have as much advance notice as possible, the Department Heads will post schedules two (2) weeks in advance. This will be done, however, on the understanding that adjustments to the schedule may be required in response to the attendance of regular staff.
 - (c) Every reasonable effort will be made to call "on-call part-time employees" on an equitable rotating basis provided that this procedure does not adversely affect the staffing requirements of the Lodge. In the event the Lodge's staffing requirements cannot be met from this group, the "regularly scheduled part-time" staff will be contacted for additional shifts.
 - (d) Actual hours worked shall be recognized on the occasions when length of shifts are varied due to changes arising out of Daylight Saving Time.
- 4.8 Employees will be entitled to 12 hours off **between** scheduled shifts unless otherwise agreed to by mutual consent.

5. OVERTIME COMPENSATION

- 5.1** For all authorized overtime designated by the Employer, the employee shall be paid:
- (a) time and one half (**1 1/2**) for the first four hours of work beyond the normal work day;
 - (b) double time (2) for all hours in excess of (a) above;
 - (c) the foregoing **qualifying** periods shall be exclusive of any unpaid meal periods.
- 5.2** All authorized overtime worked in excess of the normal work week performed on Saturday by those employees who normally work on a Monday to Friday schedule shall be paid **time and one half (1 1/2)** for all such hours worked
- 5.3** All authorized overtime worked in excess of the normal work week performed on Sunday by those employees who normally work on a Monday to Friday schedule shall be paid double time (2) for all such hours worked.
- 5.4** In the event an employee who is normally employed on a 7 day shift schedule is required to work on his/her scheduled day or days off, he/she shall be paid time and one half (1 1/2) for the first and second day or days off, worked.
- 5.5** An employee shall have the right to request lieu time rather than payment as set out in the **foregoing sections**. This lieu time shall be granted at a time mutually agreed to by the employee and the Department Head, taking into account the operational requirements of the section in which the employee works. The exception to the foregoing shall be the right of the employee to request, or the Department Head to initiate, payment of the accumulated lieu time in the month of December annually.
- 5.6** No employee will be required to work **overtime** against his/her wishes when other employees qualified for such work are readily available and willing to perform the required work. The foregoing, however, shall not apply to work situations requiring the employee to complete an assigned task in no more than one hour beyond his/her normal quitting time.
- 5.7** Employees who are required to work a minimum of two (2) hours of overtime or **more** beyond their daily schedule shall receive a meal allowance in the amount of **\$5.50**. A forty-five (45) minute break shall be granted when requested by the employee.

- 5.8 An employee who is sent home at any time or times during the week
- (a) because of lack of work or inclement weather, or
 - (b) who is absent during the week because of illness, or accident, or
 - (c) who is absent from his/her regular duties on approved leave of absence while attending to Union business either within or without the Collective Agreement, shall be treated for the purpose of calculating overtime in respect of his/her normal work week, as if he/she had worked his/her standard hours of work on such day or days and shall be paid for all hours of work performed by him/her in excess of his/her normal work week at overtime rates specified in this Article.
- 5.9 Where a Statutory or Proclaimed Holiday occurs on, or is celebrated on a working day, an employee who does not work his/her regular shift on such day shall be deemed to have worked his/her regular shift on any such day for the purpose only of computing his/her normal work week under the circumstances described in clause 5.8 of this Article.
- 5.10 Overtime shall be paid on the basis of the employee's standard hourly rate and shall not include shift premiums or any other special premiums.
- 5.11 Overtime rates shall not be compounded
- 5.12 Overtime for part-time employees, for time worked in excess of 7 1/2 hours per day will be paid for at the rate of time and one-half.

6. ANNUAL VACATIONS

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

Vacation with pay as shown in Column II during the calendar year in which the employee completes the years of service in Column I:

Column I <u>Years of Service</u>	Column II <u>Vacation with pay</u>
1 Year	2 Weeks + 2 days and thereafter
2 Years	3 Weeks + 2 days and thereafter
6 Years	4 Weeks + 2 days and thereafter
14 Years	5 Weeks + 2 days and thereafter
17 Years	5 Weeks + 3 days and thereafter
18 Years	5 Weeks + 4 days and thereafter
19 Years	6 Weeks and thereafter
20 Years	6 Weeks + 1 day and thereafter
23 Years	6 Weeks + 2 days and thereafter
26 Years	7 Weeks + 2 days and thereafter

It is agreed that vacation entitlement for full-time employees at Macassa Lodge will be adjusted to reflect the entitlement for full-time employees in the Region CUPE 167 Administrative Collective Agreement.

6.2 Payment for vacation to part-time employees only shall be paid at the rate of % (as outlined below) of earnings in the preceding calendar year to employees who have years of service (as outlined below) prior to January 1, of the vacation year.

VACATION QUALIFICATION	% VACATION PAY
26 years	14.0%
23 years	12.0%
20 years	11.6%
19 years	11.2%
18 years	10.8%
17 years	10.4%
14 years	10.0%
6 years	8.0%

2 years	6.0%
1 year	4.0%

- 6.3 Notwithstanding the schedule of vacation leave above noted, an employee who has been granted and taken vacation leave and terminates his/her employment with the Employer before the anniversary date when the employee commenced work, shall have the unearned portion of vacation leave deducted from his/her termination pay.
- 6.4 An employee's vacation period and pay shall be based on his/her standard work week and his/her standard rate of pay but shall not include any shift premium, overtime, or other increments.
- 6.5 A weeks pay for hourly paid employees shall be the basic hours worked per week multiplied by the employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime rates, or other increments.
- 6.6 A week's pay for salaried employees shall be the employee's basic salary paid per week on a weekly basis but shall not include overtime, shift premium or other increments.
- 6.7 The vacation period shall commence from and including January 1, and continue to, and including, December 31 of the same year. All employees are expected to have completed their annual vacation by December 20 of each year. However, it is understood
- (a) that special circumstances may develop which would make it desirable for an employee to take his/her vacation during the period December 20 to December 31.
- In that event, any employee who wishes to take his/her vacation during that period is to submit his/her request in writing and that request is subject to the approval of the Administrator for the Employer, and
- (b) that special circumstances may develop which would make it desirable for an employee to carry over up to one (1) year's vacation entitlement to the following year. In that event an employee is to submit a written request not later than September 1, and such request is subject to the approval of the Department Head concerned.

6.8 When a Statutory Holiday falls on a day of the scheduled vacation, an employee shall be entitled to an additional day of vacation. The additional day or days to be granted at a time which shall not interfere with the efficient operation of the Employer's business or disrupt the vacation period as scheduled for other employees.

6.9 Employees shall, when practicable, be granted the vacation period preferred by the employee. Preference in choice of vacation dates shall be given to senior employees within a department and within a classification provided that the efficiency of operations of the Employer is not unduly interrupted thereby. Vacation requests for the period of May 1 to December 31 shall be filed by February 1 and posted March 1. Vacation requests for the period January 1 to April 30 shall be filed by October 1 and posted by November 1.

An employee may utilize up to seven (7) days vacation entitlement, one day at a time (two of which may be scheduled between December 20th and December 31st where operationally feasible), subject to the operational requirements of the individual department. The number of days to be utilized in this fashion may be extended by mutual consent.

This decision will not be made in an arbitrary manner.

6.10 Where an employee who qualifies for sick leave is on vacation and is:

- (a) Hospitalized (admitted as an inpatient requiring an over-night stay in the hospital), or
- (b) Convalescing following hospitalization, or
- (c) in Home Care prescribed by the employee's physician following hospitalization (Organized Home Care Program in Ontario recognized by O.H.I.P.),

there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the employee's option.

In addition to the foregoing, should an employee, while on vacation, suffer an illness or injury of a degree of significance or seriousness which would be equivalent to those which might otherwise require the type of confinement described in a), b) or c) above, he/she may apply to the Commissioner of Human Resources, or his/her designate, for reinstatement of his/her vacation credits for the period of incapacity. The employee may be

required to provide medical documentation from the employee's attending physician, to substantiate his/her application.

- 6.11 Where an employee is entitled to bereavement pay under the terms of Article 10.2 there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date at the employee's option.
- 6.12 All vacations granted in any year shall be determined on the basis of the aggregate credited service of the employee and such service is to include any period or periods of paid absence due to sickness (certified by a medical practitioner), accident while on duty, or leave of absence for Union business. All other periods of absence other than those noted above will reduce the employee's aggregate credited service for the purpose of granting vacations.

7. VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE

- 7.1 An employee who separates or retires shall be paid separation vacation pay on the basis of the following:

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

- 7.2 Separation vacation entitlements, as set out in Column II, shall be calculated on the basis of the following, subject to clause 6.2:

- (a) Vacation pay on separation for employees employed after January 1, 1982, shall be the relevant percentage for the period between the employee's last anniversary date of when the employee commenced work and the date the employee actually separates from employment with the Employer;

(b) Vacation pay on separation for employees employed before January 1, 1982, shall be the sum of:

- (i) the full vacation entitlement for the year preceding his/her termination regardless of his/her anniversary date, and,
- (ii) the relevant percentage of earnings for the period January 1, in the year of separation, to the effective date of separation.

7.3 Employees who do not qualify for separation vacation pay under the terms of this Agreement shall be paid separation vacation pay in accordance with the provisions of the Employment Standards Act.

7.4 Should death occur to any employee, an unpaid vacation pay will be paid to the estate of the deceased employee. This Clause also applies to part-time employees.

7.5 Part-time employees who retire or separate will be paid the relevant percentage of earnings for the portion of the calendar year worked.

8. STATUTORY HOLIDAYS

8.1(a) The parties agree to the following Statutory Holidays with pay for full time employees:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day and such other holidays as may be proclaimed or declared by law.

Payment for Statutory or Proclaimed Holidays shall be at the employee's standard basic daily rate of pay.

When such Holiday falls on a Saturday or Sunday and where an alternative day is not set out in law, the Employer will designate the preceding Friday or following Monday as the Holiday.

8.2 (a) Employees on a 5-day week operation and who are required to work on a Holiday as listed in 8.1(a), shall in addition to the remuneration for those days, be paid at time and one-half the standard rate of pay with a guaranteed minimum of four (4) hours or, subject to the discretion of the Employer, be granted time off at the rate of time and one-half.

- (b) Employees on a 4/2 day week shift operation or a 7 day week operation and who are required to work on a Statutory Holiday shall receive their standard basic rate of pay for the hours worked plus one and one half (1 1/2) times his/her standard rate of pay as designated in 8.1 (a) and (b).

An employee has the option to elect the foregoing or be permitted to carry up to one (1) times pay in a form of a lieu day to be utilized either in time off or payment within ninety (90) calendar days of its accumulation.

- 8.3 An employee required to perform work on a seven (7) day week shift basis shall be entitled to an additional day's pay should any designated Statutory or Proclaimed Holiday fall on his/her scheduled day off.

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

- 8.4 The parties agree to the following Statutory Holidays for all other employees:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day. The "actual day" for purposes of this clause shall conform to any Federal or Provincial Statutes which govern the day on which a Statutory Holiday must fall.

- (a) Part-time employees who work a regularly scheduled week shall be paid the number of hours regularly scheduled per day for any Statutory or Proclaimed Holiday as listed above.
- (b) Part-time employees who work a regularly scheduled week and who are required to work on a Statutory Holiday as listed above shall, in addition to the remuneration of 8.2(i), be paid at time and one-half the standard rate of pay, or subject to the discretion of the Employer be granted lieu time off at the rate of time and one-half.
- (c) All other part-time employees shall be paid at the rate of two and one-half (2-1/2) times regular rate for work performed on any of the Statutory Holidays listed above.

- 8.5 Regularly scheduled part-time employees shall be entitled to one day each year, with pay, in lieu thereof. A day for a regularly scheduled part-time

employee is the number of hours regularly scheduled per day. This day shall be taken under the following conditions:

- (a) at a time mutually agreeable to the employee and the Administrator;
- (b) it shall not be carried forward from one year to the next;
- (c) entitlement only upon completion of probationary period.

8.6 An employee shall not be paid for any Statutory Holiday, if

- (a) he/she has not been employed by the Employer for at least thirty (30) continuous days but, notwithstanding the provisions of this paragraph, where more than one (1) Statutory or Proclaimed Holiday occurs or is observed in such period, he/she is to be paid in accordance with the terms of the Agreement for all such Statutory or Proclaimed Holidays except one (1) thereof, or
- (b) he/she has not earned wages on at least twelve (12) days during the four (4) weeks immediately preceding such holiday, or
- (c) he/she does not work on such Holiday without good cause when he/she has been scheduled to do so, or
- (d) he/she has been absent without good cause on the scheduled working day immediately preceding or succeeding such Holiday, and
- (e) the Employer shall determine whether there has been good cause for such absence, subject to the limitation that Holiday pay shall not be unjustly withheld.

8.7 All employees must be available either Christmas or New Year's Day. Schedules for the Christmas - New Year's period will be posted by December 1. The schedules will provide for rotation of Christmas and New Year's Day off from one year to the next (i.e. if employee has Christmas Day off one year, the next year the employee would have New Year's Day off).

8.8 Employees scheduled to work Christmas and/or New Year's Day shall be allowed, when working evening shifts and night shifts, to have the flexibility to request Christmas Eve and/or New Year's Eve off in place of the legislated statutory holiday(s).

9. SICK LEAVE, PENSION & GROUP MEDICAL AND HOSPITALIZATION PLANS

BENEFIT PLANS

- 9.1 The benefits provided hereunder shall continue for the **life** of this Agreement.
- 9.2 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.
- 9.3 On completion of the probationary period an employee shall be **entitled** to the following benefits:
- (a) Group Life Insurance, as per the attached Appendix "A"
 - (b) Extended Medical plan, as per the attached Appendix "B"
 - (c) Dental care plan, as per the attached Appendix "B", under the **terms** of the current Ontario Dental Association (O.D.A.) schedule.
 - (d) Notwithstanding the foregoing probationary employees will be given access to Short Term Disability Protection as detailed in the attached plan, Appendix "D", after completion of three (3) months service. The provisions of the "Cumulative Sick Leave Allowance" Bylaw, as amended, shall continue as modified by the Income Protection Plan.

With respect to the S.T.D. plan, employees who work an **office** hour schedule, exclusively, as defined in Article 4.2, and who are required by law to obtain yearly physical check-ups will not be charged with an "occasion" under the plan in the circumstance of it being impossible for the employee to schedule the appointment during non-working hours. Employees who find themselves in this position will be allowed up to three (3) hours with pay to attend to this requirement. In addition, these employees will be expected to take this time at either the beginning or the end of the shift.

- (e) Long Term Disability protection as detailed in the attached plan.
- 9.4 All employees shall be **enroled** in the Ontario Health Insurance Plan (O.H.I.P.). Enrolment of all employees in (O.H.I.P.) as per the regulations.
- 9.5 All employees shall be **enroled** in the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer shall pay only the Employer's required contributions.

- 9.6** The normal date of retirement for employees shall be the first day of the month following that in which the employee attains **his/her** 65th birthday.
- 9.7** The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of **benefit** coverage is not decreased. Notice of such change of carrier will be **communicated** to the Union prior to change.
- 9.8** The Union agrees that the Employer may allocate the Unemployment Insurance Premium Rebate received for each employee towards the annual cost of benefit plan.
- 9.9** (a) In order to qualify for short-term disability benefits, employees must provide a fully completed short-term disability claim form, attached hereto as appendix "A" or Section "C".
- (b) Claim forms covering any illness or injury will not be accepted by the Employer and the employee will not be eligible for STD benefits for the absence in question, unless the form is submitted within **two (2)** weeks from the date the employee's obligation to provide documentary verification for their absence first arose under the Regulations of Section "C".
- 9.10** Whenever an employee recovers from a third party, any amount claimed for **loss** of wages or sick leave, **he/she** shall repay to the Employer forthwith the amount of all monies paid to **him/her** by the Employer, in respect of the period for which such amount is recovered from the third party, provided that the amount to be repaid to the Employer shall not exceed the amount recovered from the third party

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

- (a) the number of occasions recorded for this absence shall be removed,
- (b) the absence shall be amended to appear as a leave of absence,
- (c) the sick bank, if **utilized**, shall be restored to its former balance,
- (d) vacation entitlement shall not be altered by this amendment

Should an employee not arrange a re-payment schedule within a reasonable period of time, after recovery of the funds from the third party, the employee agrees that the Employer shall have the right to deduct, from the employee's

regular pays, an amount not to exceed the amount allowed by law, for the number of pays required, in order to recover said monies.

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

- (a) the number of occasions **recorded** for this absence shall be removed;
- (b) the absence shall be amended to appear as a leave of absence;
- (c) the sick bank, if utilized, shall be restored to its former balance;
- (d) the vacation entitlement shall not be altered by this amendment;
- (e) the employee's seniority shall not be affected.

9 11 A former employee who:

- (a) retired from the Employer under the **OMERS 90** factor; or,
- (b) retired from the Employer on an early **OMERS** pension, is between the ages of **55** and **65**, and, at the date of their retirement had ten (10) continuous years of employment with the Employer; or,
- (c) was terminated after April 1st. **1996**, for non-disciplinary reasons, while in receipt of LTD benefits;

is eligible for the following benefits,

Extended Medical Plan

Dental Plan

Vision Plan

Life Insurance in the amount of two (2) times their annual salary at the time of their retirement or termination, rounded to the nearest one hundred dollars

subject to the condition that,

- (i) these benefits will only be provided if similar coverage is not available to the former employee from another source; and,
- (ii) these benefits will terminate on the last day of the month in which the former employee attains the age of **65** years; and,
- (iii) these benefits terminate upon the death of the former employee; and,

- (iv) in the case of a former employee terminated as per 9.11 (c) above, while on LTD benefits, these benefits terminate at the same time as their LTD benefits, pursuant to the claim which was active at the time of their termination; and,
- (v) benefits will be provided in accordance with the terms of the Plans as they exist from time to time.

9.12 For part-time employees the Employer shall pay 12% of the annual income in a lump sum payment as soon as possible following the end of the calendar year. This benefit shall be deemed to be paid in lieu of any other benefit under the provision of this Article 9.

The exception to the foregoing shall be employees who must participate in O.M.E.R.S. as a result of O.M.E.R.S. regulations. Their lump sum payment in lieu of benefits shall be reduced to 6%.

10. LEAVE OF ABSENCE

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

- (a) number of employees not to exceed seven (7) for each period of leave, and
- (b) maximum days not to exceed twenty (20) days in any calendar year, and
- (c) the number of employees from any one department or sub-department, in the case of large departments, shall be limited to two (2) save and except that the Employer shall give consideration to a request by the Union that more than two (2) employees from a department or sub-department, in the case of large departments, be permitted leave of absence.
- (d) where so designated by an employee on authorized Leave of Absence for Union business, the Employer shall continue his/her normal salary or wage payments. The Union shall be invoiced quarterly by the Employer for reimbursement of salary or wages plus the Employer's share of all benefits paid to such employee during such Leave of Absence.

- (e) the President of Local **167** shall be granted Leave of Absence without pay to attend Labour Conventions or to do other Union business not connected to this Collective Agreement.
 - (9) the Union shall notify the Commissioner of Human Resources in writing of the names of employees to be granted time off under the conditions as outlined in this Article, not less than **five (5)** working days before such leave is to be taken.
- 10.2 An employee shall be granted three (3) regularly scheduled consecutive work days bereavement leave without **loss** of pay or benefits on the death of a spouse, child, parent, foster or adopted parent, grandparent, grandchild, brother or sister, parent-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. Such bereavement leave shall be taken at the **time of** that bereavement or at the time the employee received notification of such bereavement. Proof of bereavement may be required by the Commissioner of Human Resources. The definition of immediate family shall be deemed to apply equally to employees engaged in a common-law relationship who are deemed to be spouses pursuant to S. 29 of the Family Law Reform Act R.S.O. 1990.
- 10.3 Members of Joint Union/**Management** Committees including but not limited to Grievance Committee, **Labour/Management** Committee, Joint Occupational Health and Safety Committees, Joint Job Evaluation Committee, shall be granted leave of absence with pay for attendance at all meetings with **Officials** of the Employer necessary to and incidental to the administration of this Agreement, including, but without limiting the generality of this section, any meetings or hearings with any Committee necessary to or incidental to the administration of this Agreement. More specifically one member of the Grievance Committee will be entitled to leave of absence with pay to attend Arbitration Hearings.
- 10.4 The Grievance Committee shall be composed of four (4) **members**, one of whom shall be the Chairman. All members of the Grievance Committee shall be employees of the Employer, save and except the President of the Union or the Acting President.
- 10.5 Members of the Negotiating Committee shall be granted leave of absence with pay for attendance at all meetings with Officials of the Employer, including with any Committee, Board or other duly **constituted** statutory authority, arranged or called for the purpose of:
- (a) negotiating or determining any matter arising during the terms of this Agreement, or

- (b) bargaining with the view towards
 - (i) an extension of, or a renewal of, with or without modification, this Agreement, or
 - (ii) the making of a new Agreement.

10.6 The Union agrees

- (a) to furnish the Employer with a list of its Negotiating Committee Members, but the said Committee is to be comprised of not more than three (3) of which shall be paid by the Employer.
- (b) to notify the Employer in writing of any changes in such Committee Members.

- 10.7**
- (a) An employee who is required to serve as a juror, or as a witness in any court, shall be paid his/her regular rate of pay for his/her normally scheduled working hours for any day or part of a day that he/she is absent because of such service. Jury duty pay and witness fees, less reasonable expenses incurred by the employee as a result of serving as a juror or as a witness, shall be paid to the Treasurer of the Employer on receipt thereof by such employee.
 - (b) An employee who is required to serve as a witness in any court or quasi-judicial body for a matter arising from his/her duties with the employer, on a non-scheduled working day, may request that their schedule of days off be altered to allow attendance to be scheduled on a regular working day. It is specifically understood that the granting of this request is dependent upon operational requirements and, in any event, is not to result in any additional cost to the employer.
 - (c) An employee may elect to use vacation days, lieu days or his/her floating holiday in order to attend jury or court duty. In such case, the employee will retain all fees paid to him/her by the court.

10.8 **Maternity/Paternity** Leave shall be granted on the conditions as set down in The Employment Standards Act of the Province of Ontario. Employees who take **maternity/parental** leave shall have such leave included in their credited service. Service accrued during **maternity/parental** leave shall be included in the determination of service-related benefits.

10.9 The Employer will grant leave of absence to employees who are candidates in a Federal, Provincial or Municipal Election.

- 10.10 Any employee who is elected or selected for a full time position with the Union or, any body with which the Union is affiliated, shall be granted leave of absence without pay, but without loss of seniority by the Employer up to two (2) years. Such leave of absence may be renewed by the Employer upon application of the employee during his/her term of office. No more than one (1) employee at any one time shall be on such leave.
- 10.11 Any employee who is elected to public office shall be granted by the Employer leave of absence without pay and without loss of seniority for his/her term of office.
- 10.12 While on such leave of absence as set out in 10.10 and 10.11 the employee may make the full contribution to continue his/her medical, hospital, pension and other benefits under the Agreement. However, there shall be no obligation by the Employer to make contributions to any of the foregoing premiums on the employee's behalf. The employee's Sick Leave Bank shall remain intact but he/she shall not accumulate further credits during such leave of absence.
- 10.13 The following provision applies to part-time employees only. Vacation requests for the period May 1 to December 31 shall be filed by February 1 and posted March 1. Vacation requests for the period January 1 to April 30 shall be filed by October 1 and posted by November 1.

The efficiency of the operations of the Employer is to be the prime factor considered in granting or denial of the request. Part-time employees will be required to give a minimum of four (4) weeks notice in advance for any request for a leave of absence which is greater than one (1) day for which they will not be available for duty.

- 10.14 While on any non-paid leave of absence, in excess of one month, the employee may make the full contribution to continue his/her medical/dental, pension and other benefits under the Agreement. There shall be no obligation on the Employer to make contributions with respect to any of the foregoing premiums on the employee's behalf.

Failure by the employee to make contributions will mean his/her benefits will cease after the first one (1) month leave of absence.

- 10.15 An employee may apply to his/her Department Head or his/her designate for a leave of absence without pay for the purpose of attending to a serious family illness.

It is understood that such leaves are only to be applied for in the event that the employee is the only person available to act as caregiver.

In the event of an emergency, where a leave of up to one day is required, this application can be made by telephone.

11. JOB DESCRIPTION & EVALUATION

Outstanding Job Evaluation payments are to be paid in their entirety in accordance with the following schedule:

July 1, 1996 - the payment that was due on July 1, 1993

January 1, 1997, July 1, 1997, January 1, 1998, July 1, 1998 and January 1, 1999.

It is expressly understood that the remaining instalments (due on January 1, 1998, July 1, 1998, and January 1, 1999) shall not form the basis of any future contract negotiations.

- 11.1 The Employer shall, upon receiving Council approval for the creation of a new position or as a result of the restructuring of a Department, Division, or Section, resulting in changes to the essential character of a position(s), prepare a job description in accordance with the requirements of the manual of procedures within a period of sixty (60) calendar days of such approval.

It is understood by the parties that the scope of any appeal launched with respect to the description or the rating of a job is limited by management's exclusive right to determine job content and, generally speaking, by management's rights as articulated in Article 3.5 of the Collective Agreement.

- 11.2 The procedure for describing and rating a job shall be in accordance with the Manual of Procedures (attached Appendix "F").

12. PROMOTION AND REDUCTION OF STAFF

- 12.1 Notice of a permanent vacancy shall be posted within ten (10) working days of a vacancy, in a prominent place in all **departments** and subdepartments. Applicants will have five (5) working days to apply for such vacancy. Date of posting shall be entered on the notice when it is posted. **All** necessary details relevant to the vacancy shall be included in the notice.

It is agreed that "Necessary Details" would mean,

- (a) Education
- (b) Experience
- (c) Special qualifications.

When the Employer determines that a vacancy is redundant, notification shall be given to the Departmental Steward and the Secretary of the Local.

- 12.2 (i) When vacancies occur in the bargaining unit in any classification, the applicant shall be awarded the position subject to the following:
- (a) Both parties recognize:
 - (i) The principle of promotion within the service of the Employer
 - (ii) That job opportunities should increase in proportion to length of service.
 - (iii) That skill and experience acquired on the job shall be given equal weight with education as factors to be considered when assessing the knowledge, efficiency and **ability** of an applicant to do the work of the job.
 - (b) In filling vacancies, the following factors shall be **considered**:
 - (i) seniority
 - (ii) knowledge, efficiency and ability to do the work of the job
 - (iii) physical ability to do the job
- and when factors (ii) and (iii) are relatively equal factor (i) shall govern.

Testing of applicants (written or otherwise) may be required as part of the selection process in measuring knowledge, efficiency and ability to do the work of the job. Such testing shall be relevant to the position.

- (c) When a permanent position **becomes** vacant in a classification within a department for which a temporary position has been posted and filled, the senior employee in the temporary position shall be awarded the permanent position without posting.

12.3 If an employee is promoted or appointed to a position, whether included in, or excluded from the scope of this Agreement and within sixty (60) working days proves unsatisfactory in **his/her** new position, or if the employee requests, in writing, **he/she** shall be returned to **his/her** former position without loss of **seniority** or wage rate. If an employee returns to **his/her** former position during the sixty (60) working days the vacancy shall be filled by the next senior applicant on the original posting as per the requirements of 12.2.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to **his/her** former position without loss of seniority.

An employee who requests to be returned to **his/her** former position shall not prejudice **his/her** applications for future promotions or transfers.

12.4 In all cases of lay-off or recall bargaining unit (**Macassa**) wide seniority shall be the governing factor provided the employee retained or recalled can perform the work in a satisfactory manner. An employee who would be laid off under these circumstances may only replace another employee with lesser seniority who occupies a classification equivalent to, or lesser than, the classification **he/she** then occupies. No full time employee shall be laid off while part-time employees are retained. Placement in a vacant position of equal or lower classification may be effected if the employee so chooses, prior to consideration of other employees.

12.5 No new employee will be hired until those laid off (who have sufficient ability to perform the work required) have been given the opportunity of rehire.

12.6 The Employer is to provide ten (10) working days notice of lay-off

12.7 The Employer will notify in writing all laid off employees of the position vacancies. Notification will be sent to the last known address of the laid off employee, who will have five days from the date of mailing to apply for the postings.

12.8 The Employer agrees that, within a period of sixty (60) working days of the posting by it of a new position or classification, job description for the said position or classification is to be delivered to the Union and which job description shall form and shall be deemed to form a part of this Agreement

unless the Union objects to any or all of the said job descriptions within a period of thirty (30) working days after receipt thereof in which event the said objection is subject to the provisions of Articles **16** and **17** of this Agreement except that it is to be processed commencing with step two (2) of the grievance procedure set forth under Article **16**.

12.9 Any classification set forth under Schedule "A" to this Agreement that is altered or varied by the Employer is subject to the provisions of Articles **16** and **17** of this Agreement.

12.10 An employee may fill a temporary position created as a result of one of the following conditions:

(a) Illness or **Maternity/Adoptive Leave**

The term of the temporary posting shall be for the term of the illness or **maternity/adoptive leave** but shall not exceed thirty (30) continuous months.

(b) Projects with a definite term or task

The term of the temporary posting for projects with a definite term or task shall not exceed eighteen (18) months.

(c) Leave of Absence

The term of the temporary posting for leave of absence shall not exceed twelve (12) months.

The Employer agrees to notify the Union sixty (**60**) calendar days in advance of its desire to extend the time limits for a temporary posting. Approval for such extension shall be by mutual consent.

Vacancies created as the result of an employee being absent due to one of the foregoing conditions for a minimum period of six (**6**) weeks shall be posted and filled when it is known that the employee's absence is expected to be more than six (**6**) weeks. Notations shall be made on the posting that the vacancy is due to one of the conditions.

In the event of a temporary transfer to a position outside the bargaining unit, the employee shall continue to accumulate seniority only within the bargaining unit from which he/she transferred. During this period of time, however, the employee shall pay Union dues to both units, as may be applicable. The employee shall have the right to return to his/her former bargaining unit at any time during the period of temporary transfer.

Upon the return of the absent employee, the employee filling the position on a temporary basis shall be returned to **his/her** former position with the exception as noted below:

In the event the absent employee does return and there is more than one position in the same classification being filled on a temporary basis because of employee absence the junior employee shall be returned to **his/her** former position and the actual temporary employee being displaced by the return of the absent employee will move to the junior employee's temporary position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to **his/her** position without loss of seniority.

Any employee who requests to be returned to **his/her** former position shall not prejudice **his/her** applications for future promotions or transfers.

In the event that an absent employee does not return and there is more than one position in the same classification being filled on a temporary basis because of employee absence the senior employee temporarily tilling a vacancy shall be confirmed in the position.

The employer must notify the Union as to the names, dates and job classifications of employees entering temporary **postings**.

NOTE: The foregoing **two** (2) paragraphs apply only to temporary vacancies in the bargaining unit.

- 12.11 **SHIFT TRANSFERS** - A waiting list shall be **maintained** of those employees desiring a change, within their classification, to another shift. In the event of a vacancy, employees in the classification whose names are on the waiting list shall be given the opportunity to transfer in order of their seniority. The ultimate vacancy created as a result of such transfers shall be posted on a Regional posting.
- 12.12 The Union acknowledges that in matters of promotion the function of the Union in dealing with complaints or grievances arising out of such promotions will consist of satisfying itself that all relevant facts and circumstances relating to an employee qualifications as outlined in 12.2 (a) and (b) above, have been adequately and objectively considered by the Employer and any grievance arising out of promotions shall be confined to these considerations.

PERIODIC POSTING

- 12.13 A vacancy, for purposes of this Clause, shall be an **unfilled staff** requirement within the classification only and shall not be posted more frequently than once

every 90 calendar days. During the period of ninety (90) calendar days following posting, vacancies shall be filled from the list of applicants submitted on the original posting subject to the provisions of Clause 12.2.

Following the filling of each posting, which shall be done in accordance with the provisions of this Article, each applicant will be advised of their status within the file.

Where new vacancies occur, applicants shall be notified in seniority order and the same procedure shall be followed until the file has been exhausted. The procedure will re-commence with the request for the filling of the first vacancy following completion of the ninety (90) day period.

- (a) The posting will be designated as "Periodic Postings".
- (b) Applications will be accepted for the initial position for the regular 5 day period and these will be considered for that vacancy. Interested applicants may apply for **up to 10** more days and their names shall be added to the file for consideration in subsequent vacancies.

12.14 When so determined by management that a vacancy of either a temporary or permanent nature shall not be filled, the Employer will inform the Union of its decision within ten working days and will notify the union that either the duties are being distributed to other employees or not performed.

13. SENIORITY

Seniority Rating

13.1 Employees with less than one-hundred and twenty (120) working days accumulated aggregate service with the Employer shall be considered probationary employees and will have no seniority rights.

Notwithstanding anything to the contrary contained in this Collective Agreement, the Employer shall have the exclusive right to discharge employees during the abovementioned probationary period, and such discharge may not become the subject-matter of any grievance under the provisions of this Agreement.

Seniority for the purpose of this Agreement shall be defined as the length of accumulated aggregate service of an employee in the scope of Local 167 with the Employer, uninterrupted by either a break or severance of service, for any reason. More specifically, an employee's service shall be deemed to be

broken, insofar as he/she shall not be deemed to accumulate seniority. during any period when the employee is considered to be on non-paid status.

An employee shall be considered to be on non-paid status, for the purpose of this article, when he/she is laid off or on leave of absence without pay.

13.2 Seniority shall be calculated in the following manner:

FULL TIME - Seniority shall commence and accumulate from the date on which the employee entered the full time service of the Employer.

PART-TIME - Seniority shall commence and accumulate on the basis of 1/2 the calendar period employed by the Employer on a part-time basis, that is, for every year of part-time employment, the employee will accumulate six (6) months of seniority.

PART-TIME TO FULL TIME - When an employee moves from part-time to permanent full time employment, an adjusted seniority date will be calculated to reflect the part-time seniority earned. For example, an employee who commenced part-time employment on January 1, 1980, and who moves to full time on January 1, 1986, will have accumulated 3 years of seniority. His/her seniority date will be adjusted to January 1, 1983, to reflect the 3 years of seniority.

Part-time employees who move to temporary full time positions continue to accumulate seniority on a part-time basis. Such employees shall not accrue any benefits under this contract not expressly provided for part-time employees.

Part-time employees who move to temporary full time positions and are later confirmed in those positions as per 12.11 shall have their seniority adjusted retroactively to cover all time spent in the temporary full time position.

FULL TIME TO PART-TIME - When an employee moves from full time to part-time, he/she will retain the full time seniority to that date and will accumulate on a part-time basis from the date forward.

Loss of Seniority for Full Time Employees

13.3 An employee's seniority rating and credited service shall be severed by reason of:

- (a) dismissal for just cause, or

- (b) voluntary resignation, or
- (c) failure to report for work within a period of five (5) days after receipt of notice to return to work after a lay-off, or
- (d) a lay-off extending continuously for a period of eight (8) months.
- (e) The seniority list shall be posted, by bargaining unit, in each Department and **sub-department** by March 1st of each calendar year. The Union has thirty days from March 1st to challenge this list. The seniority list shall include the employee's name, start date, seniority date, employee number and classification.

Loss of Seniority for Part-time Employees

- 13.4 An employee's seniority rating and credited service shall be broken by reason of
- (a) dismissal for just cause, **or**
 - (b) voluntary resignation, **or**
 - (c) absence without leave, or
 - (d) failure to respond regularly to calls for reporting to duty
- 13.5 Employees with the same seniority date shall have their seniority determined by lottery, as administered by the Union.
- 13.6 The Union will be notified of all new employees, their start date, department, employee number, position **title** and classification. In addition, the Employer will notify the Union upon an employee's successful completion of **his/her** probationary period.

14. CALL IN TIME

- 14.1 An employee who has responded to a call to work and reports to the Lodge as the result of such call, shall be entitled to a minimum of four (4) hours of work on that day.

Management commits to notify part-time employees of a **shift** change if the said employees are on their days off and will not be returning to work prior to the noted change.

15. DISCIPLINE

- 15.1** In the event of an employee being discharged, the Employer shall provide written notification stating the reasons for such discharge to the employee. The Union shall be notified if requested by the employee.
- 15.2** An employee who has been warned or suspended for reasons other than irregular attendance and who maintains a clear record for a period of two (2) years following his/her last warning or suspension, any warning or suspension heretofore recorded on the employee's record shall be null and void except where such warnings and suspensions are caused by irregular attendance. Upon reasonable notice to the Commissioner of Human Resources, an employee shall have access to his/her file retained in the Human Resources Centre.
- 15.3** When an employee is required to attend a meeting with a Supervisor, he/she shall be entitled to have his/her Steward present when such meeting will result in a notation being made on his/her record or other disciplinary action.

16. GRIEVANCE PROCEDURE

- 16.1** Within the terms of this Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement, and which has been submitted by the Union to the Employer in writing. All grievances shall specify the nature of the grievance and the section or sections allegedly violated.
- 16.2** In order to ensure that any differences between the parties are remedied as quickly as possible, the parties agree that the following procedure for submitting and dealing with grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.

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

It is expressly understood that an employee and/or their union steward have addressed his/her complaint with his/her immediate supervisor and the complaint has not been resolved

- 16.3 STEP ONE** - The employee and the Union Steward shall present the grievance in writing to the Department Head or his/her designate within ten (10) working days of the origin of the grievance

Within five (5) working days of the written submission a meeting with the grievor, Department Head will occur to attempt to resolve the grievance.

The Department Head shall respond within five (5) working days of the meeting.

- 16.4 STEP TWO** - Failing a satisfactory settlement at Step One the Chairperson of the Grievance Committee shall submit the written grievance to the Commissioner of Human Resources within ten (10) working days of receipt of the response of the Department Head or his/her designate.

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

- 16.5 (a)** Where the dispute involves:
- (i) the question of general application of, or interpretation of, the provisions of this Agreement, or
 - (ii) a group of employees, or
 - (iii) the suspension or dismissal of any employee or group of employees the grievance may be submitted by the Chairperson of the Grievance Committee to the Commissioner of Human Resources at Step One.
 - (iv) Where the dispute involves discrimination, harassment, or termination, the grievance shall proceed immediately to the Second Step of the grievance procedure.

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

- 16.5 (b)** Where the dispute is a result of the inability of the Joint Job Evaluation Committee to reach an agreement:

A grievance may be submitted by the Chairperson of the Grievance Committee to the Commissioner of Human Resources, or his/her designate, at Step Three;

- (a) within 30 calendar days following receipt of the copy of the installed job description and rating or,
- (b) within 30 calendar days of notification of there being no agreement on an appeal,

Such grievance shall state the Union's particular reasons for disagreeing with the job description and/or rating of the job and state what, in the Union's opinion, is the correct job description and/or rating level, the particular reasons for such a rating and the numerical points values of any disputed factors.

The time limits contained in sub paragraphs (a) and (b) above are strictly mandatory.

- 16.6 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 17, within thirty (30) calendar days of the receipt of the Commissioner of Human Resources' response.
- 16.7 Meetings with the Commissioner of Human Resources and/or authorized representatives of the Employer, in reference to grievances, shall be held during the regularly scheduled working hours. Payment shall be at the prevailing rate of pay.
- 16.8 The Employer recognizes the President of the Union, or his/her constitutional replacement as a member of the Grievance Committee.
- 16.9 Where the grievance referred to in 16.1 relates to a **job** posting in a section or department other than the one the employee is currently working in. the entire grievance procedure shall occur with the Employer's representatives in the department where the job posting occurred.
- 16.10 An Employer grievance may be submitted by the Commissioner of Human Resources to the Union through its secretary, in writing, within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the Employer. A meeting between the Employer and the Union shall be held within fifteen (15) working days of the presentation of the written grievance and shall take place within the framework of Step No. 3 of Article 18.5 hereof. The Union shall give its written decision within ten (10) working days after such meeting has been held.

If the decision is unsatisfactory to the Employer, the grievance may be submitted to arbitration within **fifteen** (15) days of delivery of such written decision and the arbitration sections of this Agreement shall be followed.

16.A STEWARDS

16.A1 A Steward is a person elected or appointed by the Union members to represent the employees.

16.A2 The Employer acknowledges the right of the Union to elect or appoint Stewards to assist employees in the presentation of their grievance to their immediate Supervisor.

16.A3 The Union acknowledges

- (a) that Stewards, as well as other members of the Union's Committees and the Union's **officers**, will continue to perform their regular duties **on** behalf of the Employer, and
- (b) that such persons as are described in paragraph (a) of this section will not leave their regular duties with the Employer to assist in the Grievance Procedure without obtaining prior permission from their Supervisor who in all cases is to be given a reasonable explanation for the requested absence, and
- (c) that, notwithstanding paragraph (b) of this section, not more than one of the persons described in paragraph (a) of this section plus the **grievor** are to leave their duties with the Employer to assist at any one stage in the Grievance Procedure, and
- (d) when such persons as are described in paragraph (a) of this section resume their regular duties **after** assisting in the Grievance Procedure such persons are to report immediately on such resumption to their Supervisor.

16 A4 Subject to the provisions of Section 16A.3, a Steward **will** assist in the Grievance Procedure as set forth in Section 16.2 except that in the absence of the Steward the Chairman of the Grievance Committee may act in **his/her** place.

16 A5 Time lost by a Steward or Chairman of the Grievance Committee during his/**her** normal hours of work, as set out in Article 4, shall not **disqualify him/her** if he/**she** had permission under Section 16A.3 to be absent to assist in the

Grievance Procedure, for premium rates under Article 5 if he/she would have been otherwise entitled.

16.A6 The Union shall notify, in writing, the Commissioner of Human Resources of the name of each Steward before the Employer is required to recognize the Steward.

17. ARBITRATION PROCEDURE

17.1 Where a dispute arises in respect of any of the matters covered by this Agreement, including:

- (a) the interpretation, application, or administration of this Agreement, or
- (b) whether a matter is arbitrable, or
- (c) where an allegation is made that this Agreement has been violated, and if a satisfactory settlement cannot be reached the matter in dispute may be submitted by the Employer or the Union to a Board of Arbitration.

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

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

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

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

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

18. SALARY PLAN.. SCHEDULE "A"

The Employer Salary Plan as outlined in Schedule " A shall remain in effect for the term of this Agreement.

- 18.1** An employee's anniversary date shall be the commencement of the pay period commencing with or following the Starting Date or the Date of Promotion.
- 18.2** Anniversary increases will be granted as merited and may be refused or deferred on the recommendation of the Department Head. When an anniversary increase is refused or deferred, the reasons for such action shall be given to the employee in writing through the Performance Appraisal process.

Effective January 1, 1997, the Employer agrees that Performance Appraisal interviews will be scheduled bi-annually prior to the employee's anniversary date

- 18.3** The Employer reserves the right to start a new employee within the minimum and maximum range of any specified classification.
- 18.4** The following provision applies to part-time employees only.

Employees, upon completion of 2 years' of service, shall be entitled to Step I of the appropriate classification set out in Schedule "A" and upon completion of 4 years of service, shall be entitled to the final Step of the appropriate classification set out in Schedule "A". Payment shall continue to be on a pro-rated hourly rate for hours worked.

19. UNION SECURITY

- 19.1** A compulsory check-off shall apply to all employees coming within the scope of this Agreement save and except Two Hour Aides and students employed pursuant to a co-operative educational programme. It shall continue during the period of this contract.

The amount to be deducted shall be such a sum as may from time to time be assessed by the Union on its members according to its constitution. for general Union purposes; it shall not extend to special assessments or to an increment in an assessment which relates to special union benefits such as for instance. Union insurance, in which the non-union member employees as such would not participate or the benefits of which he/she would not enjoy.

- 19.2 All deductions made under the provisions of Article 18.1 will be remitted monthly to the proper authorized officials of the Union, together with a list of employees' names eligible for such deductions.
- 19.3 The Employer will notify the Union, in writing, with an explanation as to why an employee is not paying union dues,

20. CONTRACTING OUT

- 20.1 Where the Employer introduces technological change which affects the wages or employment status of employees, not less than ninety (90) days prior to the introduction of the change, the Employer shall, by **written** notice, furnish the Union with all information in its possession of the planned change or changes. Such notice shall contain the information known to the Employer respecting the (a) nature and degree of change, (b) date or dates on which the Employer plans to effect the change, and
- (c) location or locations involved.

Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue which may relate to the adverse effects noted above.

- 20.2 No Bargaining Unit Employee shall be laid off or terminated as a result of the Employer contracting out any of its work or services.
- 20.3 Where an employee has been displaced by Technological change, the Employer will retrain that employee to the new standards, provided the employee has the capacity to be retrained. If the employee cannot be retrained, the Employer will make every effort to find him/her a position within his/her capacity.

21. SHIFT DETERMINATION

The Employer and the Union agree that the present practice, whereby **Macassa** Lodge employees are assigned to the shift of their choice on a permanent basis, shall be continued, provided that present employees shall have the opportunity to change to another shift when an opening occurs, in accordance with their seniority. The foregoing practice shall only apply to the present employees. An opening as set out above shall refer to positions of a similar classification.

The following provision applies to part-time employees only:

Employees may indicate their shift preference and every reasonable effort will be made to recognize such choice in scheduling, all of which, however, is subject to the efficient operation of the Lodge.

22. PROTECTIVE CLOTHING

- 22.1 The practice of supplying protective clothing to employees who require such clothing in effect as of February 1, 1971, shall continue in effect throughout the life of this Collective Agreement.

Dietary and housekeeping staff will be entitled to three (3) complete uniforms which may be exchanged as needed on a 1 for 1 basis.

- 22.2 The Employer shall provide sixty dollars (\$60.00) for duty shoes for employees in housekeeping and dietary.
- 22.3 Employees who are required to wear safety boots will be given sixty (\$60.00) in accordance with the present practice.
- 22.4 The Employer shall provide the part-time van drivers with parkas
- 22.5 The Employer shall provide the ~~Storeperson-Receiver~~ and Programme Worker with the following article of clothing:

- 1 Parka

- 22.6 Clothing provided under the provisions of this Article shall be to permanent full time employees only, except where otherwise specifically *noted*.

23. TRAVEL ALLOWANCE AND BUSINESS INSURANCE

- 23.1 Travel allowance shall be paid only under the following conditions:
- (a) the employee is authorized and directed to use his/her vehicle for the Employer's business, and
 - (b) the employee has presented proof that his/her automobile insurance has been endorsed for business purposes.
- 23.2 The rate paid per kilometre driven on the Employer's business will be thirty-six (.36) cents on the first five thousand (5000) per kilometre per annum and twenty-three (.23) cents for all kilometres in excess of five thousand.

In addition, each employee who meets the above conditions shall be entitled to reimbursement of up to one hundred dollars (\$100.00) per year upon submission of receipt from his/her insurer.

24. EDUCATION

- 24.1 The Employer agrees that courses made necessary in order to carry out a certain job by virtue of legislation passed by senior governments shall be given during normal working hours, or if this is impossible, any hours outside normal working hours taken up in receiving instruction, shall be paid for by the Employer at the employee's standard rate
- 24.2 Courses for personal improvement, however, will be taken outside working hours (without pay) with the obvious personal benefit of future promotion evolving therefrom.
- 24.3 The Employer agrees to place into a special fund one-half cent (1/2cts) per hour for each employee in the bargaining unit, calculated on the basis of regular hours only, for the purpose of providing paid leave for Union training

Such monies are to be paid on a quarterly basis into a trust fund established by Local 167 of the Canadian Union of Public Employees. This fund shall be used to finance attendance of members of the bargaining unit at C.U.P.E. Education Department Union Leadership Training Institutes, and must not be used to promote the political purposes of any political party.

24A. TEMPORARY VACANCY

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher-paying position in the bargaining unit for a period in excess of one-half of a shift, he/she shall be paid the rate in the higher salary range immediately above his/her current rate from the commencement of the shift on which he/she was assigned the job.

When an employer temporarily assigns an employee to carry out the assigned responsibilities of a classification outside the bargaining unit for a period in excess of one-half of one shift, the employee shall receive an allowance of \$10.00 for each shift from the time of his/her assignment.

25. JOINT HEALTH AND SAFETY COMMITTEE

The Employer and the Union agree to recognize the Joint Health and Safety Committee and the right of this committee to represent the employees in all

matters dealing with Health and Safety subject to the Occupational Health and Safety Act of Ontario.

26. MANAGEMENT - UNION CO-OPERATION COMMITTEE

A Management - Union Co-operation Committee will be formed which will meet on request of either party to discuss:

- (a) Labour Relations problems other than grievances:
- (b) Safety
- (c) Health and Welfare

The party requesting the meeting will present the other party with an agenda outlining the matters to be discussed at the meeting, at least one week prior to the date of the meeting.

27. CLOTHING ALLOWANCE

A clothing allowance of one hundred and fifty dollars (\$150.00) per year shall be provided by the Employer to all full time nursing staff, including Orderlies and Adjuvant subject to receipts provided by the employee.

28. DURATION OF AGREEMENT

- 28.1 Subject to sub-section (2) of this section, this Agreement shall remain in force and effect from and including the 1st day of April 1, 1996, until the 31st day of March, 1998, and from year to year thereafter unless within a period of ninety (90) days before the 31st. day of March in any year either party hereto gives notice in writing to the other party hereto of its desire to bargain with the view towards the renewal with or without modification of this Agreement or the making of a new Agreement.
- 28.2 The Employer agrees to meet with the Bargaining Committee of the Union within fifteen (15) days after receipt of the notice in writing of the desire to bargain. Any amendments to this Agreement, as may be proposed by either party to the Agreement, to be provided to the other party to the Agreement within the period of October 15 to November 1 of the final year of the Agreement.
- 28.3 This Agreement shall express the full and complete understanding of the parties on all matters contained herein and specifically with respect to remuneration, benefits and working conditions, and it is understood and agreed

K

that this Collective Agreement dated the _____ day of _____
_____ is the sole Collective Agreement between the Employer and the Union.

28.4 Notwithstanding the provisions of this Article and **except** as otherwise specifically provided in this Agreement, all amendments, modifications and alterations to the Collective Bargaining Agreement existing between the parties on the 31st day of March 1996 introduced by the Memorandum of Agreement dated the 2nd of October 1996 shall take effect from and after the 1st day of April, 1996.

Sections of this Agreement, where indicated, pertain to part-time employees only.

IN WITNESS WHEREOF the parties hereto have on the day of
affixed their respective seal attested by the hands of their
respective proper officers in that behalf duly authorized.

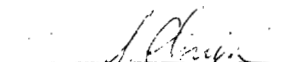
SIGNED, SEALED AND DELIVERED in the presence of

**THE REGIONAL MUNICIPALITY OF
HAMILTON-WENTWORTH**

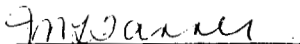
**THE CANADIAN UNION OF PUBLIC
EMPLOYEES - LOCAL 167 (Macassa Lodge
Unit)**



Regional Chairman
Terry Cooke



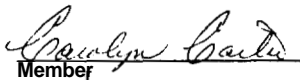
President



Secretary



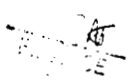
Municipal Clerk
J J Schatz



Member



Member



SCHEDULE "A"

Position Title	Hours per wk	Salary grade	J.E. range Aug 1/96
Wheelchair Aide	20	3	12 270 12 774 13 279
Housekeeping Aide	37.5	6	14 091 14 702 15 315
Porter	37.5	8	15 339 16 005 16 672
Business Office Clk	35	9	15 963
Dietary Aide	37.5		16 657
Cleaner	37.5		17 351
Health Care Aide	37.5	10	16 587
Cook	37.5		17 308 18 030
Payroll Records Clk	35	11	17 211 17 959 18 708
Day Program Worker	35	14	18 254 19 085 19 914 20 743
Registered Practical Nurse	37.5	15	18 852
Therapy Aide	35		19 708
Storesperson/Receiver	37.5		20 566 21 422
Wellness Worker	35	16	19 449 20 333 21 216 22 101

Position Title	Hours per wk	Salary range	J.E. range Aug 1/96
RecreationistII	35	17	20.046 20.956 21.869 22.780
Admissions Counsellor Recreationist I	35	19	21.239 22.206 23.171 24.137
Volunteer Co-ordinator	21	21	22.434 23.454 24.473 25.493
Social worker	35	23	23.402 24.465 25.529 26.593

LETTER OF UNDERSTANDING - FLEX BENEFITS

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

LETTER OF UNDERSTANDING - TEMPORARY MODIFIED PROGRAM

The Employer agrees to implement and maintain a program of Temporary Modified Work and Vocational Rehabilitation for employees who are unable to carry out their normal duties as a result of illness, accident, or injury.

LETTER OF UNDERSTANDING - SPLIT SHIFTS

It is not the intention of the Employer to schedule split shifts and the present practice of scheduling four hour shifts solely for the purpose of meeting the demands of specific operations in the Lodge will continue.

LETTER OF UNDERSTANDING - BRIDGING

The Employer agrees that the first occasion of an injury or illness will be bridged so that income replacement commences 14 days after the absence begins. Any subsequent new claim or re-occurrence will be bridged so that income replacement commences 28 days after the absence begins. At such time as the claim is decided by W.C.B. or LTD payment will revert to direct payment from W.C.B. for LTD.

LETTER OF UNDERSTANDING - INTERVIEWING/TESTING

The parties acknowledge that the following principles must be considered in the event that testing and/or interviews are determined to be appropriate in assessing competing applicants for vacancies:

If testing is being used as an assessment technique then:

- 1) candidates shall be given reasonable notice of the testing date
- 2) candidates shall be apprised of the general nature of the subject matter upon which they will be tested
- 3) candidates shall be told in advance what is expected as a passing grade
- 4) reasonable steps shall be taken to ensure that all applicants taking the test should do so under similar circumstances
- 5) the content of the test must be relevant to the duties of the job being applied for

In the event that interviews are held:

- 1) at least two members of management shall be present during all interviews
- 2) interview questions and responses shall be recorded to the degree that this is possible
- 3) questions must be relevant to the qualifications necessary to do the job
- 4) questions must be consistently asked of all applicants

LETTER OF UNDERSTANDING - ARTICLE 12

The parties agree that:

- 1) seniority, for purposes of promotions only, will be recognized across Macassa 167, Wentworth, and RegionalAdmin. 167 bargaining units.
- 2) individuals who are awarded positions through the application of Article 12.2 will be subject to a sixty (60) day probationary period after which, their seniority, for purposes of lay-offs, will be recognized in the unit into which they are promoting.
- 3) in the event of a lay-off, there will be no bumping between units.
- 4) this clause will expire with the expiration of this agreement.

LETTER OF UNDERSTANDING: FULL TIME OFFICER

The Employer and the Union agree that there is merit to pursuing the creation of a full time union officer position. The parties agree to meet during the first year of the Agreement in an effort to resolve their differences in this matter. Should an agreement not be reached prior to December 31, 1991, the matter will be referred to the next round of Collective Bargaining.

LETTER OF UNDERSTANDING: CONCEPTS

The Employer and the Union agree to discuss the issues of community partnerships and public/private partnerships, as they affect the delivery of service and continued employment. The parties agree that:

- a) a steering committee composed of three union and three employer representatives will identify issues affecting such initiatives and may offer solutions and recommendations to address any concerns.
- b) by mutual consent the parties may undertake pilot projects.
 - pilot projects would involve joint committees of individuals from the workplace.

APPENDIX "A"

LIFE INSURANCE

Group Life Insurance with benefits equal to one and one half (1 **1/2**) the annual basic wage rate of the employee to the nearest one thousand dollars.

Effective April **16, 1991** - optional life insurance will be offered at a **benefit** equal to **1/2** time the annual basic earnings of the employee rounded to the nearest one thousand dollars.

Effective February **1, 1993** - the optional life insurance coverage will collapse and be replaced by an employer paid group life insurance benefit of two (2) times the annual basic wage rate of the employee to the nearest one thousand dollars.

Life Insurance at Retirement

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

Effective February **1, 1993**, an employee retiring on or after this date, will receive life insurance coverage of two (2) times the basic annual earnings of the employee at the time of retirement rounded to the nearest one thousand dollars.

APPENDIX "B"

SUMMARY OF BENEFITS

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

MACASSA LODGE - C.U.P.E. 167 - ACTIVE

GROUP NUMBER: 6500E

ISSUED - May 1997

SUMMARY OF BENEFITS

Benefits Underwritten By Liberty Mutual Insurance Company

The benefits described in the enclosed literature are available to you and your eligible dependents subject to the following provisions.

ELIGIBLE EMPLOYEES

All employees who are eligible, will be insured, based on the terms of the Union Agreement with The Regional Municipality of Hamilton-Wentworth.

ELIGIBLE DEPENDENTS

Dependents (if applicable)

your spouse or common-law spouse;

) unmarried, unemployed children under the age of 22 years, including newborns;

) unmarried, unemployed dependent children to any age who are incapable of self-sustaining support or employment by reason of mental or physical disability;

) unmarried, unemployed dependent children over 22 but under 25 years of age in full-time attendance at a school, college or university.

CHANGES IN BENEFIT COVERAGE

Due to:
Marital status
Name change
Dependent coverage under (iii) or (iv) above

Requests should be directed to the Human Resources Centre.

INQUIRIES ON BENEFIT COVERAGE

For details of your plan, contact the Benefit Section of the Human Resources Centre.

HEALTH BENEFITS

EXTENDED HEALTH BENEFITS (EHB)

Deductible - Nil.
100% reimbursement of eligible charges.

Prescription Drugs

Deductible - Nil.
100% reimbursement of eligible charges limited to the amount shown in the drug price listing (Drug Benefit Price, previously known as the Best Available Price), plus 10%.

The maximum amount allowable for a prescription drug dispensing fee is \$7.00 per prescription.

Paramedical Services - maximum amount allowed:

a) Clinical Psychologist:

First visit	• up to \$35
Subsequent visits	• up to \$20. per hour
Maximum amount allowable	• \$200. per person per calendar year

b) Registered Massage:

Per treatment	• up to \$7.
Maximum number of treatments	• 12 per person per calendar year

c) Speech Pathologist:

Maximum amount allowable	• \$200. per person per calendar year
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d) Chiropractor:

Maximum amount allowable	• \$200. per person per calendar year
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Hearing Aids

Deductible - Nil.
100% reimbursement up to a maximum of \$300. per 36 consecutive months.

Vision

Deductible - Nil.

100% reimbursement up to a maximum of \$250, per 24 consecutive months.

Plus

A lifetime maximum of \$250, for contact lenses required to correct visual acuity to 20/40.

EHB Overall Maximum - Unlimited

DENTAL BENEFITS

Deductible - Nil.

Co-payment:

Basic Services - 100% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide.

Major Services and Orthodontic Services - 50% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide.

Maximums:

Basic Services - Unlimited.

Major Services - \$1,000, per person per calendar year

Orthodontic Services - Lifetime maximum of \$1,500, per dependent child

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

Note:

A calendar year is January 1 to December 31.

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.

TERMINATION OF BENEFITS

Coverage for you and your dependents will cease on the earliest of:

- the date your employment terminates;
- the date on which you early retire under the criteria of your pension plan.

Benefits will be available under the Retiree group to any employee meeting the following criteria;

A former employee who:

- a) retired from the Employer under the OMERS 90 factor; or,
- b) retired from the Employer on an early OMERS pension, is between the ages of 55 and 65, and, at the date of retirement had ten continuous years of employment with the Employer; or,
- c) was terminated after April 1, 1996 for non-disciplinary reasons, while in receipt of LTD benefits;

is eligible for the following benefits,

Extended Medical Plan
Dental Plan
Vision Plan

subject to the conditions that:

- i) these benefits will only be provided if similar coverage is not available to the former employee from another source; and,
- ii) these benefits will terminate on the last day of the month in which the former employee attains the age of 65 years; and,
- iii) these benefits terminate upon the death of the former employee; and,
- iv) in the case of a former employee while on LTD benefits, these benefits terminate at the same time as their LTD benefits; and,
- v) benefits will be provided in accordance with the terms of the Plans as they exist from time to time.

- the date of your normal retirement date, death, change in classification:

- the termination date of the Group Contract.

CLAIMING BENEFITS

Assignment of Benefits to the Provider

In cases where your group benefit plan permits direct payments to providers, you may wish to assign benefits to the provider of the service (e.g. pharmacist, dentist, optician). If assignment is acceptable to the provider, present your Identification Certificate and the provider will bill Liberty Health directly. No claim forms are necessary.

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; dependents 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 on 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.

EHB (EXTENDED HEALTH BENEFITS)

The benefits described below are available to you through Liberty Mutual Extended Health Benefits.

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.
- Liberty Mutual will not reimburse the difference between what a hospital charges and what the provincial health plan reimburses for hospital stays.
- Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental care as a result of an accident.

BENEFITS

1. **GENERIC DRUGS - Formulary Three:** Drugs purchased on the prescription of a medical doctor or dentist, which a pharmacist would not normally dispense without a prescription, including injected allergy sera and insulin, needles, syringes and test-tape for use by diabetics. Smoking cessation aids (transdermal patches and nicotine gum only) are limited to 3 months supply per person, once only. Benefits are not payable for vitamins or vitamin preparations (unless injected) or drugs not approved for legal sale to the general public in Canada. The name, strength and quantity of the drug must be shown on all receipts.

In any event, the amount payable for all eligible drug and medicines for which an interchangeable generic equivalent is available, will be limited to the lower of the actual cost or the lowest cost generic equivalent.

2. **PRIVATE NURSING:** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN) or Registered Practical Nurse (RPN); when such services are provided in the home by a Nurse who is registered in the jurisdiction in which the services are performed and is not a relative of the patient. Nursing services must be certified medically necessary by the attending physician. 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:** 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:** Diagnostic services performed in a hospital or licensed medical laboratory.
5. **ACCIDENTAL DENTAL:** Dental care for natural teeth, necessitated by a direct accidental blow to the mouth and not by an object willingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Payment will be made up to the fees set out in the Ontario Dental Association suggested Fee Guide for General Practitioners in effect on the date of treatment. The replacement of natural teeth will be limited to \$500 per accident.

Pre-termination of Benefits and Alternate Benefit Provision - 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.

6. **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) and corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery). Custom-made orthopaedic boots or shoes, adjustments to stock item footwear and custom moulded foot orthoses (orthotics) are subject to a combined maximum of \$500 per person per calendar year. This maximum does not apply to dependent children.

The purchase of a cystostat kit will be considered an eligible expense when a pre-authorization is completed by the attending physician, outlining the diagnosis and recommended course of treatment. The patient will be re-evaluated after the eighth treatment and additional pre-authorization must be obtained if further treatment is required. This benefit is limited to one course of treatment.

7. **HEARING AIDS:** Payment will be made towards the purchase of a hearing aid when prescribed by a licensed physician or hearing specialist. Eligible charges include the cost of repairs and batteries. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for ear examinations or tests.
8. **VISION** Payment will be made 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.
9. **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.
10. **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.
11. **AMBULANCE:** Licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).
12. **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 - benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.

13. EMERGENCY TREATMENT - OUT OF PROVINCE: Payment will be made for the following reasonable and customary charges incurred for emergency treatment while travelling or temporarily residing outside your province of residence, and which are in excess of the provincial health plan allowance:

- room and board in a licensed hospital up to ward level
- hospital services and supplies
- diagnosis and treatment by a physician or surgeon.

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 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.
- Charges for hospital accommodation.

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™ Trademark held by Liberty
of Health Insurance Co. of Canada

DENTAL BENEFITS

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

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

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

BENEFITS

BASIC SERVICES

Examinations - includes complete and recall oral examinations twice per calendar year for persons up to and including age 12 and once every 9 months for persons over age 12

Consultations - with patient or with a member of the profession

Radiographs - includes complete series intra oral films once every 24 months, panoramic films, and bitewing films twice per calendar year for persons up to and including age 12 and once every 9 months for persons over age 12

Diagnostic Services - includes bacteriologic tests, biopsy and cytological tests

Preventive Services - space maintainers (for dependent children); pit and fissure sealants; scaling; fluoride treatment; polishing (one unit of time twice per calendar year for persons up to and including age 12 and one unit of time every 9 months for persons over age 12). The following benefits are provided twice per calendar year for persons up to and including age 12 and once every 9 months for persons over age 12: preventive recall packages, oral hygiene instruction and reinstruction

Fillings

Extractions - includes root extractions

Anesthesia

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

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

Denture Repairs, Adjustments, Relining/Rebasing

Surgical Services - Includes surgical incision/excision and frenectomy

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

MAJOR SERVICES

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

Restorative Services - includes post/core, crowns, inlays/onlays

Fixed Prosthodontic Services - (once every 5 years) - includes bridgework

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

ORTHODONTIC SERVICES (for dependent children (in age 18))

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

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

Orthodontic Treatment

Prior to the commencement of orthodontic treatment, your dentist must prepare a report outlining the details with respect to malocclusion, diagnosis, proposed treatment and applicable fees. This treatment plan must be forwarded to Liberty Health for review to establish the extent of the payable benefit.

**PREDETERMINATION OF BENEFITS AND ALTERNATE BENEFIT
PROVISION - Crowns, Bridgework, Dentures**

Prior to beginning dental treatment which will involve the use of crowns, 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.

Benefits are not payable for:

Services or supplies not listed under Benefits.

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 on your Identification Certificate.
- Services or supplies covered by any government plan.
- Services completed after termination of coverage

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HEALTH** 

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Mutual Insurance Company

APPENDIX "D"

INCOME PROTECTION PLAN

This Plan is comprised of two parts:

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

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

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

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

SECTION A

1. INTRODUCTION TO INCOME PROTECTION PLAN

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

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

2. DEFINITIONS

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

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

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

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

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

SECTION B

SHORT TERM INCOME PROTECTION PLAN

3. (i) Short term coverage will apply to disabilities lasting up to twenty-six (26) weeks and pay will be continued in accordance with the following
- (a) Employees hired on or after November 7, 1996 shall be entitled to Short Term coverage as follows:
- From date of eligibility until completion of one year of service - 15 weeks at 66 2/3% of pay.
- Upon completion of the 1st full year of service - 26 weeks at 66 2/3% of pay.
- (b) All employees, who have completed at least one full year of service, shall accrue entitlement to short-term income protection at 100% of pay, in increments of working weeks, at the rate of one week of 100% benefit for each 12 month absence-free period.
- Completion of the 12 month periods will be measured on the basis of a rolling calendar beginning initially on the date of ratification (for all employees with at least one (1) year of service as of that date) and continuing subsequently from the date of return to work from each and every successive absence.
- For new employees, the rolling calendar will begin initially upon their completion of one (1) year of service from date of eligibility.
- (c) Employees hired before November 7, 1996 shall have previously accrued 100% entitlements frozen as existing on November 7, 1996.
- (d) Absences extending for a time frame beyond that for which accrued 100% weeks are available, are covered at 66 2/3% of pay.
- (e) An employee who is not present at work on becoming eligible, will commence coverage following his/her return to work.

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

- (ii) Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to illness/non-occupational injury will constitute an occasion:
 - (a) from the first day of absence for the first two occasions of absence in a calendar year, and
 - (b) from the second day of the third absence in the calendar year, and
 - (c) from the third day of the fourth absence in the calendar year, and
 - (d) from the fourth day of the fifth and subsequent absences in a calendar year.
 - (iii) Where available, sick leave credits may be used to replace the unpaid days as provided for in (b), (c), and (d) above.
 - (iv) When an Employee can demonstrate to the Employer that he/she can only attend his/her physician as part of regular ongoing treatments during the day, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the Employee must provide the Employer with documentation from his/her physician at the commencement of the ongoing treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.
 - (v) An Employee shall be provided up to two one-half (112) day absences for doctor appointments in any calendar year. Each of these one-half (112) day absences shall not constitute an occasion for the purpose of this plan.
4. (i) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.
- (a) Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months.
 - (b) A disability due to a different cause will be considered a new period after a return to active employment for one month.
5. (i) No benefits will be payable during a period of pregnancy leave of absence to which an Employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the Employee has applied and been approved by the Employer.

- (ii) Short term disability payments will be offset by any disability benefits payable to the Employee from the Canada Pension Plan
- (iii) An Employee who is engaged in outside employment apart from his/her employment with the Corporation/Region is not entitled to any benefits under the provisions of the Short Term Income Protection Plan for any occupational injury or sickness sustained during such periods of outside employment
- (iv) The Employer will continue to pay fringe benefits costs including Dental, O.H.I.P , Extended Medical benefits, Life Insurance, etc., and any other applicable benefits negotiated as long as the employee remains qualified to receive STD or LTD benefits or until his/her 65th birthday, whichever comes first. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

REGULATIONS

6.
 - i) An employee shall, on the first day of illness/non-occupational injury, report or cause to report such illness/non-occupational injury to his/her Department Head or Supervisor.
 - ii) An employee who fails to report on the first day that he/she is absent from work due to illness/non-occupational injury shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
 - iii) Upon receiving notice of an Employee's illness/non-occupational injury, the Department Head or Supervisor shall, on the same day, report such illness/non-occupational injury on the Daily Absence Status Report as provided by the Commissioner of Human Resources.
 - iv) An employee whose illness/non-occupational injury extends to the sixth working day shall, on or before the sixth working day, file a claim form with the Department Head or Supervisor. The cost for completion of the form shall be the responsibility of the employee.
 - v) Where the Department Head or Supervisor has reason to believe that absence of the Employee was not due to illness/non-occupational injury, the Department Head may demand a doctor's certificate for one day of absence.
 - vi) An Employee whose illness/non-occupational injury extends to fifteen (15) consecutive working days shall, on the fifteenth (15th) day and for every subsequent fifteen (15) working days, file a doctor's certificate with his/her Department Head for Supervisor.
 - vii) An Employee failing to file a doctor's certificate pursuant to Regulation (iv) or Regulation (v) or Regulation (vi) shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
7. The Head of a Department is responsible for reporting to the Commissioner of Human Resources all cases of illness/non-occupational injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.
8. The Commissioner of Human Resources
 - (a) shall keep a record of all sick leave and accumulated credits and

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

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

APPENDIX "A"

SECTION C

insert claim form here

SECTION D

LONG TERM DISABILITY PLAN

10. ELIGIBILITY

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

11. EFFECTIVE DATE OF BENEFITS

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

12. LONG TERM DISABILITY BENEFIT

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

13. MONTHLY BENEFIT

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

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

14. COMMENCEMENT OF BENEFITS

The benefits commence six (6) months from the date that disability began, which shall include the period of payment under the terms of the Short Term Income Protection Plan. Proof of disability must be submitted within six (6) months following the Qualifying Period.

15. BENEFIT PERIOD

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

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

16. (i) DEFINITION OF TOTAL DISABILITY

Total disability means that you are unable, because of sickness or accident, to perform the duties of your regular occupation. This definition applies for the first twenty-four (24) months of payments. After this time, the inability to perform any occupation for which you are reasonably fitted by training, education or experience will constitute total disability. It is specifically understood that LTD benefits are not payable in respect of any illness for which WCB are payable.

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

(ii) RECURRENT DISABILITIES

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

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

17. REHABILITATIVE EMPLOYMENT

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

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

18. WAIVER OF PREMIUM

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

19. TERMINATION OF EMPLOYMENT

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

20. EXCEPTIONS AND LIMITATIONS

Benefits are not payable for the following:

- (i) A disability where you are not under continuing medical supervision and treatment;
- (ii) A disability caused by intentionally self-inflicted injuries or illness while sane, or self-inflicted injuries or illness while insane;
- (iii) A disability resulting from insurrection, war, service in the Armed Forces of any country, or participation in a riot;
- (iv) Pregnancy related disabilities during any period you are on pregnancy leave of absence to which you are entitled under applicable Provincial statutes or mutually agreed to by you and the City/Region;
- (v) Alcoholism, drug addiction or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively supervised by a rehabilitation centre or Provincially designated institution;

- (vi) If your disability is due to a nervous, mental, psychological or emotional disorder, payments will not be made unless you are under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

21. COST OF THE PLAN

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

22. TAXABILITY OF BENEFITS

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

23. CLAIMS

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

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

SECTION E

NOTES:

24. SICK LEAVE CREDITS

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

Declaration of Management Policy

We observe and uphold the

HUMAN RIGHTS CODE

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

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

The Code provides for freedom from harassment or other unwelcome comments and actions in employment, services and accommodation on all of the grounds.

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

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

ONTARIO HUMAN RIGHTS COMMISSION
400 University Avenue, Toronto, Ontario M7A 2R9

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

APPENDIX "F"

JOINT JOB EVALUATION PROGRAMME MANUAL OF PROCEDURES

CUPE LOCAL 167

This Manual of Procedures is supplemental to and forms part of the current Collective Agreement.

Article 1 - PURPOSE

In accordance with the Letter of Understanding between the parties dated March 02, 1988 on the implementation of a Joint Job Evaluation Programme, this Manual of Procedures provides an ongoing Joint Job Evaluation Programme. The Joint Job Evaluation Programme is designed to maintain an equitable wage structure and provides the method by which job descriptions and job ratings shall be maintained to meet changing conditions and work requirements.

Article 2 - DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Programme:

Benchmark Jobs	A representative selection of job activities chosen from the classifications covered by the plan. These are used as a basis for comparison and guides for maintaining relativity of rating under the rating manual.
Collective Agreement	The Collective Agreement currently in effect between the Employer and the Union.
Current Rate	An employee's present rate of pay.
Dormant	A position that will not be filled for a period of time
Employee	An employee of the Employer in the bargaining unit for which the Union is the recognized bargaining agent as defined in the Collective Agreement.

Factors	The major criteria, i.e. experience, responsibility, working conditions, etc., as set out in the Rating Manual to measure all jobs covered by this Job Evaluation Programme.
Factor Degree	The actual measurement levels within each factor.
Green Circled	The current rate is lower than the job rate that has been established for the job in accordance with the Job Evaluation Programme.
Incumbent	An employee who has been appointed or promoted to a job. (An employee is an incumbent in one job only).
Job	A group or range of duties or tasks assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording, through the use of questionnaires, observations and studies, the tasks and duties comprising a job and the required knowledge, responsibility, effort and working conditions involved in the performance of that job.
Job Analyst	A position in the Human Resources Centre held by individuals trained in job evaluation. Job Analysts ensure appropriate documentation describing existing or changes in skill, effort, working conditions and responsibility is received for all positions submitted to the Joint Job Evaluation Committee.
Job Description	A written statement of the principle function, responsibilities and duties of a job used for evaluation purposes. This shall be the only job description used for evaluation purposes. It shall not be construed to be a detailed description of all requirements inherent in the job.
Job Evaluation	The process of studying and analyzing a job to prepare a job description and to determine the relationship of the job to other jobs covered by the Rating Manual, which is set out in the Collective Agreement.
Job Rate	The evaluated rate for a job.
Job Rating	The selected degree levels, points, reasons for rating and the total points established for a job in accordance with the Rating Manual which becomes the official rating for the job.

Joint Job Evaluation Ctee	<p>The Joint Committee appointed by the parties to the Collective Agreement to deal with matters relating to job descriptions, the rating of jobs and the designating of appropriate wage grades governed by this Manual of Procedures and the Rating Manual as set out in the Collective Agreement.</p> <p>The Employer and the Union shall each appoint three (3) representatives to the Joint Job Evaluation Committee. The Union members of the Committee and any alternate appointed by the Union shall be granted leaves of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall have all rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which employees would normally be entitled, including any increase that may occur as a result of an evaluation of the job the member held prior to an appointment to the Committee. Such leave of absence shall be of sufficient duration to allow the Union to discharge its responsibilities as provided in this Manual.</p> <p>All decisions and agreements of the Committee shall be by consensus or by majority vote of 5 to 1.</p> <p>The Union members of the Committee and any alternate appointed by the Union shall be granted leaves of absence in accordance with Article 14 of the Collective Agreement. The Committee procedures shall be agreed to from time to time by the parties.</p>
Job Questionnaire	Data collected from the incumbent and supervisor relating to the job duties the incumbent is assigned to carry out.
Out of Schedule Rate	A job rate, established by the Employer, outside the Job Evaluation Programme, for a specific purpose and a limited period of time.
Points	The numerical expression adopted for measurement of each degree within each factor.
Rating Manual	The basic guide for analyzing and evaluating the content of a job from the job description.
Red Circled	The current rate is in excess of the job rate that has been established for the job in accordance with the Job Evaluation Programme.

Request for Review	Data collected from the incumbent and supervisor stating reasons for the review and outlining how the job content has changed relating to skill, effort, working conditions and responsibility since the last review.
Supervisor	Any member of the Supervisory or Management staff with direct or indirect accountability for the supervision of the job in question.
Temporary Rate	Rate established by the Human Resources Centre for a job which has not yet been rated by the Job Evaluation Committee.
Total Points	The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.
Wage Grade	The designation in Schedule " A for a particular job rate or salary level or salary range.
Schedule " A	The wage grades as set forth in the Collective Agreement

Article 3 - FACTORS OF JOB DESCRIPTION AND RATING

- 3.1 A job questionnaire serves to record the basis from which the job is rated and to compare and judge the changes in job content which result, from time to time, from new or changed circumstances or requirements, in conjunction with the job description.
- 3.2 A job questionnaire and the contents therein are for the purposes of rating a job and assigning the job into the proper wage grade for application of Schedule "A". The questionnaire for a job shall be in sufficient detail to enable that job to be identified and rated as well as to enable the creation of an accurate summary of duties herein called the job description.
- 3.3 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill, responsibility and effort required and the working conditions involved in each job. In order to reduce possible errors in personal judgment into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific factors, listed below, which are all inclusive in doing job evaluation and which are to be determined by the Negotiating Committee.
 - 1. Education
 - 2. Experience
 - 3. Resourcefulness

4. Contacts
5. Mental Effort
6. Physical Effort and Skill
7. Accountability
8. Responsibility for Work Related Direction
9. Working Conditions
10. Safety

3.4 Job Evaluations serve to:

- (a) group jobs having relatively equivalent point values into the same grade,
- (b) provide the basis from which to gauge equitable wage grade relationships between the jobs,
- (c) form the foundation from which to measure changes in job content.
- (d) enable the assignment of jobs into their proper wage grade in Schedule "A."

3.5 In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this programme. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.

3.6 In the application of the Rating Manual the following general rules shall apply:

- (a) It is the content of the job that is being analyzed, not the individual doing the job.
- (b) Jobs are to be evaluated without regard to existing job rates.
- (c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition and the description of each factor level.
- (d) No interpolation of factor degrees is to be made in the use of this programme (i.e. no insertion of a factor rating that falls between the established degrees of the factor).
- (e) The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of the benchmark jobs and all other jobs in the bargaining unit.

Article 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

- 4.1** It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the Programme.
- 4.2** Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time, as a result of new, or changed, conditions, are as follows:
- (a) The agreed upon job descriptions and job ratings which are in effect from January 1, 1991 and any that may subsequently be agreed upon in accordance with this manual, shall continue in effect unless:
 - (i) The job content is changed by the Employer
 - (ii) The job is declared redundant by the Employer
 - (iii) The job is changed as a result of a successful appeal or arbitration award.
 - (b) Whenever the Employer decides to establish a new job, the following procedures shall apply:
 - (i) The Employer shall prepare a job description, assign a temporary wage grade and assign an employee in accordance with the Collective Agreement.
 - (ii) The Employer shall **notify** the Union of the job description and the temporary wage grade.
 - (iii) A job information questionnaire and revised job description shall be prepared within six (6) months of the assignment of an employee to a new position.
 - (iv) The Joint Committee will be convened to review the job description and rate the new job. The establishment of a temporary wage grade shall not prejudice the Joint Committee in its attempt to establish a job rating.
 - (v) Upon final resolution of the job description and rating, in accordance with Article 5.2, herein, the provisions of Article 4.2(f)(i) and 4.2(f)(ii)

herein, shall apply to an employee who was assigned to the job at a temporary rate.

- (c) Whenever the Employer changes a job and the Joint Committee determines that the change in job content is less than required to move the job to a different wage grade, a new description and rating shall be prepared for the job and be submitted to the Union in accordance with Article 5, herein.
- (d) When an agreed upon change or accumulation of changes in the content of a job results in a change upwards or downwards in the wage grade of a job:
 - (i) The existing description and rating of the job shall be replaced by a new description and job rating taking into account the changes in job content and the new job description and job rating shall be deemed to have been established in accordance with Article 5, herein, it shall be appropriately signed by the representatives on the Joint Job Evaluation Committee.
 - (ii) The new job shall be reassigned to the appropriate wage grade in accordance with Article 6, and the reassignment shall become effective from the date of the most recent change in content of the job. If applicable, the provisions of Article 4.2(f)(i) and 4.2(f)(ii) herein, shall apply to an employee who was assigned to the job at the temporary rate.
 - (iii) Questionnaires submitted under this article will contain an effective date of change for the job duties. Retroactive payment under this article will be paid from the effective date; it is intended that retroactive payment will be limited to a maximum of six months.
- (e) Should the Union consider that the Employer has established a new job or changed the content of an existing job and no new description or rating has been developed by the Employer:
 - (i) The Union shall notify the Employer in writing of its contention that the job has changed, the reasons in detail for its contention and a request that a new description and rating be prepared for the job in accordance with Article 5, herein.
 - (ii) If the Employer finds the Union's request to be justified, a new job description and job rating shall be established and a new wage

grade shall be assigned to the job in accordance with the provisions provided for in Article 5.

- (iii) If the Employer does not find the Union's request to be justified, it shall notify the Union in writing of its decision, within thirty (30) calendar days following receipt of the Union's written request. The Union may, within thirty (30) calendar days following the receipt of the Employer's decision, lodge a grievance. The grievance shall be dealt with in a manner subject to Article 5.2(d) of this Manual of Procedures.
- (iv) If it is determined that the Union's request for appeal is justified and a new wage grade is assigned, the new wage grade, except as otherwise provided, shall be effective as of the date the new job was established or the date the Employer was advised by the Union, in writing, of the change in the job content of the existing job.
- (f) If a change in job content results in a lower evaluation and wage grade for a job, the incumbent of the job whose current rate is higher than the job rate of the changed job shall be identified as being "Red Circled". Each incumbent with a designated "Red Circled" wage rate shall continue to receive that rate for the duration of his or her employment in that position. Further, each such incumbent will continue to receive all negotiated general wage increases, such increases to be calculated on the job rate established for that position by the Job Evaluation Programme.
- (g) If a change in job content results in a higher evaluation and wage grade for a job, the incumbent of the job whose current rate is below the job rate of the changed job shall have his or her wage rate designated "Green Circled". "Green Circled" rates shall be adjusted to the appropriate wage grade recognizing the incumbent's status within the existing wage grade increment structure, effective the date the new job was established or the date the Employer was advised by the Union, in writing, of the change in job content of the existing job.

In the event that a job is evaluated at a wage grade more than three grades different from the current rating for the job in question, the questionnaire and rating will be returned to the Joint Committee for reconsideration and confirmation of the rating.

- (h) The Employer shall notify the Union in writing within thirty (30) calendar days of any change in the identification details of a job, i.e. department, job code or job title

- (i) If the Employer decides a job classification is dormant, the Union shall be notified, in writing, within thirty (30) calendar days of such decision.

4.3 The Employer will provide the Union with organizational charts for the City and Region on an annual basis.

Article 5 • DESCRIBING AND RATING A JOB

5.1 The procedures for describing and rating a job shall be as follows:

- (a) The incumbent and supervisor will complete a Request for Review Form and a Job Information Questionnaire for review and comment and the supervisor will submit it to the Human Resources Centre in accordance with the requirements of this manual.
- (b) The Joint Job Evaluation Committee shall review the proposed job description together with the Request for Review Form and the Job Information Questionnaire. A Union and Employer representative of the Joint Committee shall have the opportunity to conduct an on-the-job review with the incumbent(s) and/or supervisor involved. If the Joint Committee reaches agreement on the job rating, the job rating shall be signed by the Union's and the Employer's representatives on the Joint Committee. The job description shall be prepared by the Job Analyst and forwarded to the Committee for review. Upon the completion of the Committee's review of the job description, the job description shall be distributed to the incumbent(s) and supervisor by the Human Resources Centre staff.
- (c) Following agreement on the job description, the Joint Committee shall attempt to reach agreement on the rating of the job. If agreement is so reached, the rating of the job shall be confirmed in writing and signed by the Union's and Employer's representatives on the Joint Committee and shall be recognized by the parties as the official rating for the job.
- (d) (i) If the incumbent(s) and/or the supervisor of the job disagree(s) with the job rating of the job, an appeal of the rating may be lodged, within thirty (30) calendar days of the receipt of the rating, by the incumbent(s) or the supervisor with the Joint Committee through the Manager of Employee Services with a copy being provided to the Union. The appeal shall state, in writing, the reason(s) why the incumbent(s) and/or supervisor disagree(s) with the job rating of the job.

Any amendments to the job description can be included on the job description and returned to the Job Analyst by the appeal deadline.

If no amendments are received, the job description forwarded with confirmation of the rating shall be filed as the official description in accordance with Article 2, Definitions- Job Description.

- (ii) Each appeal shall be submitted in writing on an official appeal form agreed to by the Employer and the Union and the appeal reply shall be made in writing on an official appeal decision form agreed to by the Employer and the Union. The appeal form shall be available from the Union and from the Employer.
- (iii) The Joint Job Evaluation committee, in its discretion, may request the appearance of the incumbent(s) or supervisor in order to assist the Committee in its deliberations.
- (iv) The incumbent(s) and/or supervisor may request to make representation, regarding their appeal, to the Joint Committee and shall include all relevant information with respect to the request at the time the request is submitted.
- (e) The Joint Committee shall consider the appeal. The incumbent(s), supervisor, Department Head and Union shall be informed, by the Human Resources Centre, of the committee's decision on the appeal. Such decision shall be considered final and binding upon the parties and upon the employee(s) affected.
- (9)** The parties agree that the above-noted procedure for submitting and dealing with appeals shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.

5.2 In the event the Joint committee is unable to arrive at a decision on the job description and the rating for a job, the following procedure shall apply:

- (a) The Employer shall install the proposed description and rating for the job and, in accordance with Article 6 herein, the wage grade to which the job is assigned.
- (b) The Employer shall provide the Union with a copy of the installed job description and rating.
- (c) The Union within thirty (30) calendar days following receipt of the copy of the installed job description and rating, may lodge a grievance with the Employer at Step 2 of the Grievance Procedure in the Collective Agreement in the same manner as if the receipt of the installed job

description and rating by the Union was a reply to a grievance at Step 2. Such grievance shall state the Union's particular reasons for disagreeing with the job description **and/or** rating of the job and state what in the Union's opinion, is the correct job description **and/or** rating and rating level, the particular reason for such rating and the numerical point values of any disputed factors.

- (d) In the event the parties do not resolve the matter in dispute at Step 2 of the Grievance Procedure, the Union may submit the matter to arbitration in accordance with the provisions of the Grievance Procedure in the Collective Agreement.
- (e) All relevant job evaluation documentation shall be available for presentation as evidence at the arbitration hearing.

Article 6 - APPLYING THE JOB DESCRIPTION AND RATING

- 6.1 The job descriptions and ratings determined in accordance with the Manual of Procedures and the Rating Manual apply in the assignment of each job, covered by this programme, to its appropriate wage grade in accordance with the point ranges listed on page 85 of this Manual.

The current Collective Agreement establishes the wage schedule for the wage grades and sets forth the necessary provisions to enable the application of the wage schedule to each job and the appropriate wage rate to each employee in the bargaining unit.

- 6.2 The Employer may establish, in response to market conditions or other factors, a job rate for a job which is different from that established by the Joint Job Evaluation Programme. In the event an out of schedule rate for a job classification is introduced by the Employer, the Union shall be notified. The duration of the out of schedule rate shall be a period of time mutually agreed to by the Employer and the Union. At the conclusion of that time period, the rate for the job classification shall be the evaluated rate.

All employees to whom this clause applies shall be notified accordingly of the evaluated rate for the job.

Article 7 - MAINTENANCE OF JOB DESCRIPTIONS AND RATINGS

- 7.1** The Joint Job Evaluation Committee shall convene to review and/or evaluate maintenance requests which meet the conditions defined in Article 7.2. These meetings shall be considered on a bimonthly basis; in no circumstances shall the Committee meet less than quarterly in each calendar year, provided that there are currently job ratings and appeal requests to be considered.
- 7.2** Job maintenance requests may be submitted once annually, from the effective date of the last review, provided the following conditions apply:
- (a) an identifiable restructuring plan has been implemented resulting from expansion or downsizing of a programme area or changes in service levels;
 - (b) Council directed creation or deletion of services;
 - (c) creation or deletion of services by another authority or jurisdiction, and/or such other instances as are mutually agreed to by the parties;
 - (d) in order to maintain the integrity and consistency of job evaluation, the Employer may require the submission of "groups" of jobs for review at the same time. All jobs in a work unit, or similar jobs within Local 167, may comprise a group of jobs for this purpose.
- 7.3** Requests for Maintenance Review must be accompanied by:
- (a) a completed Request for Review Form summarizing the changes in skill, effort, responsibility and working conditions and identifying the reasons for these changes;
 - (b) a new and/or revised draft job description;
 - (c) a new or revised job information questionnaire completed by the incumbent(s) and the supervisor. The incumbent(s) will be provided with a copy of all completed *documentation* prior to submission of the request.
- 7.4** Maintenance Review:
- (a) the Request for Review Form and all other material pertinent to the review shall be forwarded to the Job Analysis Section of the Human Resources Centre. The Job Analyst may contact the incumbent(s) or supervisor to ensure all relevant information has been submitted;
 - (b) the Job Analyst will conduct a preliminary review of the position to assist the Job Evaluation committee;

- (c) **the Employer shall notify the Union, incumbent(s) and the Department Head of the outcome of the considerations of the Joint Committee;**
- (d) **Articles 5.2 and 6 of this Manual apply to determinations made under this Article.**

<u>WAGE GRADE</u>	<u>POINT RANGE</u>	<u>WAGE GRADE</u>	<u>POINT RANGE</u>
1	0 - 160	23	581 - 600
2	161 - 180	24	601 - 620
3	181 - 200	25	621 - 640
4	201 - 220	26	641 - 660
5	221 - 240	27	661 - 680
6	241 - 260	28	681 - 700
7	261 - 280	29	701 - 720
8	281 - 300	30	721 - 740
9	301 - 320	31	741 - 760
10	321 - 340	32	761 - 780
11	341 - 360	33	781 - 800
12	361 - 380	34	801 - 820
13	381 - 400	35	a21 - 840
14	401 - 420	36	841 - 860
15	421 - 440	37	861 - 880
16	441 - 460	38	881 - 900
17	461 - 480	39	901 - 920
18	481 - 500	40	921 - 940
19	501 - 520	41	941 - 960
20	521 - 540	42	961 - 980
21	541 - 560	43	981 - 1000
22	561 - 580		

FOR THE UNION

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ms Tanner

Carly Carter

Daniel Reed

FOR THE EMPLOYER

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Approved
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Legal
Services