

SOURCE	City		
EFF.	89	02	01
TERM.	91	01	31
No. OF EMPLOYEES	170		
NOMBRE D'EMPLOYES	170		

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

AND

LOCAL 2176 (WENTWORTH LODGE)

DURATION OF AGREEMENT

FEBRUARY 1, 1989 TO JANUARY 31, 1991

SEP 27 1990

0901501

**COLLECTIVE BARGAINING AGREEMENT
WENTWORTH LODGE**

<u>Article</u>		<u>Page</u>
1.	Scope	1
2.	Employer Responsibility	2
3.	Union Responsibility	3
4.	Standard Hours of Work - Full-Time Employees	4
5.	Overtime Compensation	5
6.	Annual Vacations	7
7.	Vacation Pay on Retirement or on Separation from Service	11
8.	Statutory Holidays	12
9.	Sick Leave, Pension and Group Medical and Hospitalization Plans	15
10.	Leave of Absence	18
11.	Promotion and Reduction of Staff	21
12.	Seniority	24
13.	Call in Time	26
14.	Discipline	26
15.	Grievance Procedure	27
15A.	Stewards	29
16.	Arbitration Procedure	30
17.	Salary Plan - Schedule "A"	31
18.	union security	31
19.	Contracting Out	32
20.	Shift Differential	32
21.	Protective Clothing	33
22.	Travel Allowance and Business Insurance	33
23.	Education	33
23A.	Temporary Vacancy	33
23A.	Management Union Co-operation Committee	34
24.	Clothing Allowance	34
25.	Reporting Notice	34
26.	Joint Health and Safety Committee	34
27.	Duration of Agreement	34
	Schedule "A"	attached
	Human Rights Code	attached
	Income Protection Plan	attached
	Schedule "B"	attached
	Group Insurance Plan	attached
	Letters of Understanding	attached

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made, in triplicate, this 18 day of June 1990

BETWEEN:

THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

(hereinafter called the "Employer")

of the FIRST PART.

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 2176

(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 2176 employees of the Employer. employed at Wentworth 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 students employed for less than 24 hours per week. and students employed pursuant to a co-operative training programme) and for purposes of clarity the rates of pay set forth in the said Schedule "A" in respect of the job classifications described therein shall apply, during the terms of this Agreement, to all employees employed in the said classification.
- 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 io 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:

Administrator, Assistant Administrator, Director of Nursing, Assistant Housekeeper, Assistant Food Supervisor, Activities Director, Housekeeper, Food Supervisor, Head Maintenance, Registered and Graduate Nurses.

The provisions of this Agreement shall not apply to an employee hired under any Federal, Provincial or other subsidized "make work" programmes. Local 2176 employees shall not be displaced by virtue of the hiring of such employees of such work programmes.

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 employed at Wentworth Lodge coming within the Scope of Schedule "A", save and except those employees under the jurisdiction of other Unions, and those employees specifically exempted under Article 1.3 of this Agreement.

(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 representations 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 be reason of the employee's membership or lawful activity in a trade union.
- 2.5** The Employer recognizes and accepts the provisions of this Agreement as binding upon itself, and upon each of its duly authorized representatives, and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.

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, 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, 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, and

- (d) to make and alter from time to time rules and regulations to be observed by the employees provided that no changes in such rules and regulations shall be made by the Employer without prior notice to and discussion with the Union, 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 - Full-Time Employees

- 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 8:30 a.m. to 4:30 p.m., or any other shifts as may be necessary by reason of the nature of the operations of the Department, but
 - (a) the lunch period for all staff working other than an office hour schedule shall be one-half (1/2) hour duration.
 - (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 respects to the approval of the Department Head.
- 4.3 Each employee working other than an office hour schedule shall be entitled to a rest period of fifteen (15) minutes for the first full half shift and the second full half shift worked. In addition, employees working other than office hour schedule are to work such hours as are designated for each classification as outlined in Schedule "A" or such other regularly established weekly schedules as determined of more than thirty (30) hours and less than thirty-seven and one-half (37 1/2) hours per week.
- 4.4 The lunch period for Housekeeping Maids, Nursing staff, Dietary Staff and Maintenance staff, shall be one-half (1/2) hour duration.

4.5 All calculations for purposes of overtime shall be based on the hours set out for each classification in Schedule "A" and shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked.

4.6 The following provisions apply to Parttime 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) Employees must be available for work on either Christmas or New Years shift.
- (c) In order that employees will have as much advance notice as possible, the Department Head will post schedules two 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.
- (d) In arranging schedules, every reasonable effort will be made to call employees on a rotating basis providing this procedure does not adversely affect the staffing requirements of the Lodge.

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 day off and double time (2) for the second day 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) minutes 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 parttime 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 (a) 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:

<u>Column I</u> <u>Years of Service</u>	<u>Column II</u> <u>Vacation with Pay</u>
1 Year	2 weeks and thereafter
2 Years	3 weeks and thereafter
8 Years	4 weeks and thereafter
16 Years	5 weeks and thereafter
20 Years	5 weeks and 1 day and thereafter
21 Years	5 weeks and 2 days and thereafter
22 Years	5 weeks and 3 days and thereafter
23 Years	5 weeks and 4 days and thereafter
25 Years	6 weeks and thereafter

(b) Employees who work regularly on a seven (7) day week shift operation and who are not in receipt of a shift premium, shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to his/her credited service as follows:

After 2 years - 3 weeks vacation
After 8 years - 4 weeks vacation
After 16 years - 5 weeks vacation
After 25 years - 6 weeks vacation

Effective February 1, 1990, 6.1 (a) and (b) shall read as follows:

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

<u>Column I</u> <u>Years of Service</u>	<u>Column II</u> <u>Vacation with Pay</u>
1 Year	2 Weeks and thereafter
2 Years	3 Weeks and thereafter
7 Years	4 Weeks and thereafter
15 Years	5 Weeks and thereafter
18 Years	5 Weeks and 1 day and thereafter
19 Years	5 Weeks and 2 days and thereafter
20 Years	5 Weeks and 3 days and thereafter
21 Years	5 Weeks and 4 days and thereafter
24 Years	6 Weeks and thereafter
27 Years	7 Weeks and thereafter

- 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 outlines below) prior to January 1 of the vacation year. This payment will be issued by January 31st, of each year for the preceding calendar year. Part-time employees who have less than one year of service as of December 31st, shall receive 4% of their earnings as vacation pay for that year.

Effective February 1, 1989:

<u>COLUMN I</u> <u>YEARS OF</u> <u>SERVICE</u>	<u>COLUMN II</u> <u>VACATION TIME</u>	<u>COLUMN III</u> <u>VACATION PAY</u>
1 year	2 weeks and thereafter	4.0 %
2 years	3 weeks and thereafter	6.0 %
8 years	4 weeks and thereafter	8.0 %
16 years	5 weeks and thereafter	10.0 %
20 years	5 weeks and 1 day and thereafter	10.4 %
21 years	5 weeks and 2 days and thereafter	10.8 %
22 years	5 weeks and 3 days and thereafter	11.2 %
23 years	5 weeks and 4 days and thereafter	11.6 %
25 years	6 weeks and thereafter	12.0 %

Effective February 1, 1990:

<u>COLUMN I</u> <u>YEARS OF</u> <u>SERVICE</u>	<u>COLUMN II</u> <u>VACATION TIME</u>	<u>COLUMN III</u> <u>VACATION PAY</u>
1 year	2 weeks and thereafter	4.0 %
2 years	3 weeks and thereafter	6.0 %
7 years	4 weeks and thereafter	8.0 %
15 years	5 weeks and thereafter	10.0 %
18 years	5 weeks and 1 day and thereafter	10.4 %
19 years	5 weeks and 2 days and thereafter	10.8 %
20 years	5 weeks and 3 days and thereafter	11.2 %
21 years	5 weeks and 4 days and thereafter	11.6 %
24 years	6 weeks and thereafter	12.0 %
27 years	7 weeks and thereafter	14.0 %

- 6.3** During their first full calendar year of employment, employees with less than one week's earned vacation will, upon request, be automatically granted leave of absence without pay so as to give them one full week of vacation. and employees with more than one week but less than two week's of earned vacation, will be granted, upon request, sufficient leave of absence without pay so as to give them two full weeks vacation.
- 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 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 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.
 - (c) Each employee shall be limited to a maximum of three (3) weeks vacation during the period of June 15 to September 15 of the calendar year.
- 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 provided that the efficiency of operations of the Employer is not unduly interrupted thereby. Vacation requests for the period May 1 - December 31 shall be filed by February 1 and posted March 1. Vacation requests for the period January 1 - April 30 shall be filed by October 1 and posted by November 1.
- 6.10 (a) Employees in temporary positions will have their vacation confirmed on their permanent shifts.
- (b) Vacation scheduling will be done by job classification.
- 6.11 Where an employee who qualifies for sick leave is on vacation and is:
- (a) Hospitalized. or
 - (b) Convalescing following hospitalization, or
 - (c) In home care under OHIP following hospitalization,
- there shall be no deduction from vacation credits for such absence if on or before the third day of such illness the employee files with the Director of Human Resources a certificate from a physician licenced to practice medicine setting forth the reason for such absence, but if the employee fails to file such certificate such absence is to be deducted from his/her vacation credits. Where the said Certificate is filed 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.

6.12 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.

6.13 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 employees 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	14.0%
6 weeks	12.0%
5 weeks + 4 days	11.6%
5 weeks + 3 days	11.2%
5 weeks + 2 days	10.8%
5 weeks + 1 day	10.4%
5 weeks	10.0%
4 weeks	8.0%
3 weeks	6.0%
2 weeks	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, 1980, shall be the relevant percentage for the period between the employee's last anniversary date of when the employee commenced work and the date the employee actually separates from employment with the Employer;
- (b) Vacation pay on separation for employees employed before January 1, 1980, shall be the sum of:
- (1) 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 an employee, an unpaid vacation pay will be paid to the estate of the deceased employee. This Clause also applies to parttime employees.

7.5 Parttime 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 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 basic daily rate of pay. Payments for Statutory or Proclaimed Holidays shall be as follows:

(a) Employees working on a 7-day shift operation who are scheduled to work on a Holiday listed above shall, in addition to payment for the Statutory Holiday, 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 lieu time off at the rate of time and one-half.

(b) 5-day week operation:

Where the alternate day is not set out in law the Employer will declare the preceding Friday or following Monday as a Holiday when such Holiday falls on a Saturday or Sunday.

Employees who are required to work on a Holiday as listed above 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.

- 8.2** 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 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 who are required to work on a Statutory Holiday as listed above shall, in addition to the remuneration of 8.2(1), 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 times regular rate for work performed on any of the Statutory Holidays listed above.

- 8.3** Full-time employees who work a 7-day week shift operation shall have Remembrance Day treated as a Statutory Holiday.

Full-time employees who work a 5-day week operation and 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.

- 8.4** Full-time employees shall be entitled to either a one (1) day paid holiday on the working day immediately before Christmas Day, or the working day immediately before New Year's Day, but not both. The foregoing one (1) day holiday is to be taken under the following conditions:

- (a) at a time mutually agreeable to the employee and the Administrator, with seniority being the governing factor. but always providing that the facilities are adequately staffed on all shifts;
- (b) entitlement during probationary period only if employed prior to December 1st.
- (c) in the event that not all employees can be scheduled on either of these two days, employees shall be allotted their one (1) day within the period January to March of the following year.

8.5 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.

8.6 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).

9. SICK LEAVE, PENSION AND 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 with benefits equal to one and one half (1 1/2) the annual basic wage rate of the employee to the nearest one thousand dollars.
 - (b) Extended Medical plan including semi-private hospital coverage and Prescription Drug plan.
 - (c) Dental care plan, as per the attached Schedule, the terms of the current Ontario Dental Association (O.D.A.) schedule.
 - (d) Vision care plan to cover the employee and his/her dependents (\$200 every 2 years] effective February 1, 1990.
 - (e) Effective February 1, 1990, Chiropractor service qualifies as a charge but only to the extent that the Chiropractor qualifies in accordance with the laws of the Province in which he/she is practising within the scope of their licence.

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

The maximum is \$200 per person per calendar year
 - (f) Short Term Income Protection as detailed in the attached plan. The provisions of the "Cumulative Sick Leave Attendance" Bylaw, as amended, shall continue as modified by the Income Protection Plan.
 - (g) Long Term Disability protection as detailed in the attached plan.
- 9.4 All employees shall be enrolled in the Ontario Health Insurance Plan (O.H.I.P.)

- 9.5** All employees shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer shall pay only the Employer's required 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** Certificates covering any illness or injury will not be accepted by the Department later than two (2) weeks following such illness or injury unless there are extenuating circumstances made known to the Department by the third day of illness or injury.
- 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.

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

Ontario Health Insurance Plan

Extended Medical Plan

Dental Plan

Vision Plan

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

The following conditions apply:

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

- 9.12 For parttime 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%.

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

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

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 four (4) for each period of leave, and
- (b) maximum days not to exceed thirty (30) days accrued absence in any calendar year, for the unit. 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 2176 shall be granted Leave of Absence without pay to attend Labour Conventions or to do other Union business not connected to this Collective Agreement.
- (f) the Union shall notify the Director 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, common-in-law spouse, child, parent, foster or adopted parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law or sister-in-law. Such bereavement leave shall be taken at the time of the bereavement or at the time the employee received notification of such bereavement. Proof of bereavement may be required by the Director of Human Resources.

- 10.3** Members of Joint Union/Management committees including but not limited to Grievance Committee, Labour/Management Committee, Joint Occupational Health and Safety Committees. shall be granted leave of absence with pay for attendance at all meetings with officials of the Employer necessary to the administration of this agreement, including, but without limiting the generality of this section, any meetings or hearings with any Committee or Board necessary to or incidental to the administration of this Agreement.
- 10.4** The Grievance Committee shall be composed of three (3) members, one of whom shall be the Chairman. All members of the Grievance Committee shall be the employees of the Employer. The Union may Invite a representative of the National office to be present at Step III of the grievance procedure.
- 10.5** The Negotiating Committee. Including the President. shall be employees of the Employer. The Union may invite a representative of the National Office to attend negotiating meetings with the Employer.
- 10.6** 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.
- 10.7** The Union agrees to
- (a) 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) members.
 - (b) notify the Employer in writing of any change in such Committee Members.

- 10.8** 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 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 a receipt thereof by such employee.
- 10.9** Maternity Leave shall be granted on the conditions as set down in Part XI of The Employment Standards Act R.S.O. 1974 C. 112, attached as Schedule "B", excepting that the duration of such leave as provided for in Clause 36(1) of this Act. may. upon medical certification, be extended under the conditions set out in Clause 12 of By-Law No. 78-74 for an additional nine (9) weeks following birth.
- The Employer will grant leave of absence without pay to an employee who has completed one year's service who becomes an adoptive parent for a period not exceeding seventeen (17) weeks, which period shall include the time both before and after becoming the adoptive parent. The leave may be extended under the same conditions pertaining to maternity leave.
- Seniority and benefit coverage will be retained while on either maternity or adoptive leave.
- 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 employeemay 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 shall not accumulate further credits during such leave of absence.

10.13 The following provision applies to parttime employees only. Employees will be required to request by May 1st in any year, any vacation or other leave of absence for which they wish to have scheduled. The efficiency of operations of the Employer is to be the prime factor considered in the granting or denial of the request.

10.14 In the event the Employer grants a leave of absence for a period in excess of a month other than the initial 17 week maternity or adoption leave herein provided, the employee shall be able to maintain his/her O.H.I.P. coverage by paying the full premium cost. No other benefit coverage shall be able to be continued.

11. PROMOTION AND REDUCTION OF STAFF

11.1 Notice of a permanent vacancy shall be posted within ten (10) working days of a vacancy, in a prominent place in all departments. 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.

11.2 (a) When a vacancy occurs in any classification, the applicant who meets the requirements of the job description or possesses the equivalent skill and experience required to perform the work shall be awarded the position. In the event more than one applicant meets the requirements, the senior applicant shall be awarded the position.

Such requirements shall not be established in a discriminatory manner. Education shall not be the sole factor in denying an employee a position.

Testing of applicants (written or otherwise) may be required as part of the selection process in measuring the equivalent skill and/or experience. Such testing shall be relevant to the position.

(b) 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.

11.3 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 former wage rate. If an employee returns to his/her former position during the 60 working days, the vacancy shall be filled by the next senior applicant on the original posting as per the requirements of Clause 11.2.

In the event of a temporary transfer to a position outside the bargaining unit, the employee shall retain seniority within this bargaining unit for a period of up to six (6) months. During this six (6) month period 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 position in the bargaining unit at any time during the six (6) month period with full seniority. Thereafter the employee's seniority within this unit will cease.

Any other employee promoted or transferred because of the re-arrangement 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.

11.5 No new employee will be hired until those laid off who qualify under the provisions of 11.2 (b) have been given the opportunity of rehire.

An employee who would be laid off may only replace another employee with lesser seniority who occupies a classification equivalent to, or lesser than, the classification he then occupies. Placement in a vacant position of equal or lower classification may be effected if the employee so chooses, prior to consideration of other employees.

11.6 The Employer is to provide notice of lay-off as per the Employment Standards Act.

11.7 The Employer agrees that it will prepare written job descriptions for all positions and classifications set forth in Schedule "A" of this Agreement, which descriptions are to be delivered to the Union within nine (9) months from the date of execution of this Agreement.

- 11.8 The Employer agrees that, within a period of ninety (90) days of the posting by it of a new position or classification, a job description for the said position or classification is to be delivered to the Union and which job description shall form and shall be deemed to form a part of this Agreement unless the Union objects to any or all of the said job descriptions within a period of sixty (60) days after receipt thereof in which event the said objection is subject to the provisions of Articles 15 and 16 of this Agreement except that it is to be processed commencing with step two (2) of the grievance procedure set forth under Article 15.
- 11.9 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 15 and 16 of this Agreement.
- 11.10 The Employer, within thirty (30) days of the signing of this Agreement shall provide to the Union a unit wide seniority listing of all employees coming within the scope of this Agreement. The Union will be notified of the starting date of all new employees.
- 11.11 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 (5) days from the date of mailing to apply for the posting.
- 11.12 Vacancies created as the result of an employee being absent either due to illness or leave of absence extending for a minimum period of six (6) weeks, shall be posted and filled. Upon the return of the absent employee, the employee filling the temporary position shall be returned to their former position.
- 11.13 A vacancy, for the purposes of this Clause, shall be an unfilled staff requirement as determined by the Administrator, within the classification only and shall not be posted more frequently than once every ninety (90) calendar days. When the Administrator determines that a vacancy is not to be filled, the Union will be advised accordingly and may request to discuss the matter with the Administrator. 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 11.2.

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 five (5) day period and these will be considered for that vacancy. Interested applicants may apply for up to ten (10) more days and their names shall be added to the file for consideration in subsequent vacancies.

11.14 The following procedure shall be established to regulate internal transfers between shifts within the Lodge prior to or concurrent with the filling of a vacancy from outside the Lodge:

- (a) A waiting list shall be maintained of those employees desiring a transfer to another shift.
- (b) When an opening occurs on a shift, it shall be posted within the Lodge only for four (4) full days.
- (c) The openings shall be filled in accordance with the provisions of Clause 11.2 hereof.
- (d) Any subsequent openings shall be filled by the above procedure and the ultimate vacancy in the Lodge shall be filled from outside the Lodge. Part-time employees shall have priority in filling the ultimate vacancy arising out of internal transfers.

11.15 This Clause applies to parttime employees only. Employees in this bargaining unit shall be entitled to priority to full time positions over persons who are not currently employed by the Employer. Consideration of such applicants shall be in order of their seniority in this bargaining unit, subject to the provisions of 11.2 of this Article.

12. SENIORITY

Seniority Rating

12.1 Employees with less than sixty (60) working days' service shall be considered probationary employees and will have no seniority rights. Notwithstanding anything to the contrary contained in this Agreement, the Employer shall have the exclusive right to discharge employees within the first sixty (60) working days of their employment, and such discharge may not become the subject of any grievance under the provisions of this Agreement.

12.2 Seniority shall be calculated in the following manner:

FULLTIME - Seniority shall commence and accumulate from the date on which the employee entered the fulltime service of the Employer,

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

PARTTIME TO FULLTIME - When an employee moves from parttime to permanent fulltime employment, an adjusted seniority date will be calculated to reflect the parttime seniority earned. For example, an employee who commenced parttime employment on January 1, 1980, and who moves to fulltime 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.

Parttime employees who move to temporary fulltime positions continue to accumulate seniority on a parttime basis. Such employees shall not accrue any benefits under this contract not expressly provided for parttime employees.

Parttime employees who move to temporary fulltime positions and are later confirmed in those positions as per 11.2 shall have their seniority adjusted retroactively to cover all time spent in the temporary fulltime position.

FULLTIME TO PARTTIME - When an employee moves from fulltime to parttime, he/she will retain the fulltime seniority to that date and will accumulate on a parttime basis from the date forward.

Loss of Seniority for Fulltime Employees

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

- (a) dismissal for just cause, or
- (b) voluntary resignation, or
- (c) failure to report for work within a period of five (5) days after receipt of notice to work after a lay-off, or
- (d) absence without leave, or
- (e) a lay-off extending continuously for a period of eight (8) months.

- (f) Employees who are not employed or in receipt of pay for work performed for a period of thirty (30) months for any reason, shall have their name removed from the payroll of the Employer at the end of the thirty (30) month period, effective from July 22, 1981.

Loss of Seniority for Parttime Employees

12.4 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. CALL IN TIME

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.

14. DISCIPLINE

14.1 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.

14.2 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 Director Of Human Resources. an employee shall have access to his/her file retained in the Human Resources Centre.

14.3 When an employee is required to attend a meeting with a Supervisor, he 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.

15. GRIEVANCE PROCEDURE

15.1 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.

15.2 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 that are 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.

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

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

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

15.4 STEP TWO - Failing a satisfactory settlement at Step One, the Chairperson of the Grievance Committee shall submit the written grievance to the employee's Department Head within ten (10) working days of the response in Step One.

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

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

The Director 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 Director 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 Director of Human Resources, or his/her designate, denies the grievance, he/she shall state the reasons in writing.

15.6 Where the dispute involves:

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

the grievance may be submitted by the Chairperson of the Grievance Committee to the Department Head at Step Two.

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

15.7 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 16 within thirty (30) calendar days of the receipt of the Director of Human Resources response.

15.8 Meetings with the Director 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.

15.9 The Employer recognizes the President of the Union, or his/her constitutional replacement as a member of the Grievance Committee.

15.10 Where the grievance referred to in 15.1 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.

15A. STEWARDS

- 15A.1** A steward is a person elected or appointed by the Union members to represent the employees.
- 15A.2** 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.
- 15A.3** 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.
- 15A.4** Subject to the provisions of section 15.A.3, a Steward will assist in the Grievance Procedure as set forth in section 15.2 except that in the absence of the Steward the Chairman of the Grievance Committee may act in his/her place.
- 15A.5** Time lost by a Steward or Chairman of the Grievance Committee during his/her normal hours of work, as set out in Article 4, shall not disqualify him/her if he had permission under Section 15.A.3 to be absent to assist in the Grievance Procedure, for premium rates under Article 5 if he would have been otherwise entitled.
- 15A.6** The Union shall notify, in writing, the Director of Human Resources of the name of each Steward before the Employer is required to recognize the Steward.

16. ARBITRATION PROCEDURE

16.1 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.

16.2 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 or the Province of Ontario upon the request of either party.

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

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

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

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

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

17. SALARY PLAN - SCHEDULE 'A'

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

17.1 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.

17.2 Anniversary increases will be granted only as merited and may be refused or deferred on the recommendation of the Department Head.

17.3 The Employer reserves the right to start a new employee within the minimum and maximum range of any specified classification.

17.4 The Employer reserves the right to grant to an employee's merit increase within his/her salary classification.

17.5 The following provision applies to parttime employees only.

Employees, upon completion of two (2) years' of service, shall be entitled to Step 1 of the appropriate classification set out in Schedule "A". Payment shall continue to be on a pro-rated hourly rate for hours worked.

18. UNION SECURITY

18.1 A compulsory check-off shall apply to all employees coming within the scope of this Agreement save and except students employed for more than 24 hours per week, 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' or 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 non-union member employees as such would not participate or the benefits of which he would not enjoy.

18.2 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 employee's names eligible for such deduction.

19. CONTRACTING OUT

19.1 Where the Employer Introduces technological change which affects the wages or employment status of employee. not less than ninety (90) day 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 affects noted above.

19.2 Without restricting its right to determine the methods by which municipal services are to be provided, the Employer agrees that no employee with one or more years of continuous services shall be laid off or have his/her employment terminated as a result of contracting out work or services of a kind performed by its employees.

19.3 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.

20. SHIFT DIFFERENTIAL

The Employer and the Union agree that the present practice, whereby Wentworth Lodge employees are assigned to the shift of their choice where an opening exists on the day shift, afternoon shift or night shift on a regular basis consistent with the requirements of the Administrator shall be continued, provided that present employees shall have the opportunity to change to another shift when an opening in a position of a similar classification occurs, in accordance with their seniority.

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.

21. PROTECTIVE CLOTHING

- 21.1 The practice of supplying protective clothing to employees who require such clothing in effect as of the date of this Agreement shall continue in effect throughout the life of this Collective Agreement.
- 21.2 Thirty dollars (\$30.00) for duty shoes for employees in housekeeping and dietary.

22. TRAVEL ALLOWANCE AND BUSINESS INSURANCE

- 22.1 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.
- 22.2 The mileage rate paid per kilometre driven on the Employer's business will be thirty four (.34) cents for the first five thousand (5,000) kilometres per annum and twenty (.20) cents for all kilometres in excess of five thousand (5,000).

23. EDUCATION

- 23.1 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.
- 23.2 Courses for personal improvement, however, will be taken outside working hours (without pay) with the obvious personal benefit of future promotion evolving therefrom.

23A. 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 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 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 \$2.50 for each shift from the time of his/her assignment.



23B. 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.

24. CLOTHING ALLOWANCE

A clothing allowance of one hundred and twenty dollars (\$120.00) per year shall be provided by the Employer to all full-time nursing staff, including Orderlies and Adjuvants subject to receipts provided by the employee.

25. REPORTING NOTICE

Employees who are absent on account of illness must report to the Department Head at least twelve (12) hours before returning to duty. Employees who fail to do so and return to work and discover relief help to be on duty in their place, must return home until the next scheduled shift.

26. 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.

27. DURATION OF AGREEMENT

- 27.1 Subject to rub-section (3) of this section, this Agreement shall remain in force and effect from and including the 1st day of February 1989 until the 31st day of January 1991 and from year to year thereafter unless within a period of ninety (90) days before the 31st day of January in any year either party hereto gives notice in writing to the other party hereto of its desire to bargain with the view towards the renewal with or without modification of this Agreement or the making of a new agreement.
- 27.2 The parties agree that any desired or proposed changes to this Agreement are to be forwarded by the party desiring or proposing changes to the other party within the first fifteen (15) days of the ninety (90) days described in this section may be extended at the request of either party.

27.3 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.

27.4 This Agreement shall express the Cull 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 that this collective Agreement dated the day of 1990 is the sole collective Agreement between the Employer and the Union.

Sections of this Agreement. where indicated. pertain to parttime employees only.

IN WITNESS WHEREOF the parties hereto have on the 18 day of June 1990 affixed their respective seals 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-WENWORTH

THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 2176

[Signature]
Regional Chairman

[Signature]

[Signature]
Commissioner of Finance

[Signature]

Clerk
[Signature]

[Signature]
[Signature]

OFFICE OF THE CLERK
APPROVED BY COUNCIL

DATE April 18, 1989
REPORT 1789 ITEM #18 FEP
INTL. FB YEAR/FILE 90-341

Approved
as to form
[Signature]
Legal
Services

SCHEDULE "A" FOR
LOCAL 2176 C.U.P.E. EMPLOYEES
COVERED BY THE ATTACHED AGREEMENT

<u>POSITION</u>	<u>SCHEDULE</u>	<u>HOURS PER</u> <u>WEEK</u>	<u>EFFECTIVE FEBRUARY 1, 1989</u>			<u>EFFECTIVE JULY 1, 1989</u>		
			<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
Intake Counsellor Social Worker	A-9	35	\$ 30,289.72	\$582.11	\$18.632	\$30,421.04	\$585.02	\$18.715
			31,618.60	608.05	17.373	31,776.68	611.09	17.460
			32,968.90	633.98	18.114	33,131.80	637.15	18.204
			34,701.16	667.33	19.087	34,874.84	670.87	19.162
			36,249.72	697.11	19.917	36,431.20	700.60	20.017
Recreationist II	W04	35	\$ 25,259.00	\$485.75	\$13.879	\$25,385.36	\$488.18	\$13.948
			26,362.44	506.97	14.485	26,494.00	509.50	14.557
			27,092.52	521.01	14.886	27,228.24	523.62	14.961
			27,834.56	535.28	15.294	27,973.92	537.96	15.370
Volunteer Co-ordinator	E4	?	\$ 25,106.12	\$482.81	\$13.795	\$25,231.44	\$485.22	\$13.863
Adjuvant	W05	35	\$ 24,194.04	\$465.27	\$13.293	\$24,315.20	\$467.60	\$13.360
			24,957.92	479.96	13.713	25,082.72	482.36	13.782
			25,574.12	491.81	14.052	25,702.04	494.27	14.122
Registered Nursing Assistant	W05(a)	37-1/2	\$ 23,950.68	\$460.59	\$12.282	\$24,070.28	\$462.89	\$12.344
			24,563.24	472.37	12.597	24,685.96	474.73	12.659
			25,176.40	484.20	12.912	25,304.24	486.62	12.877
Cook	W03	37-1/2	\$ 23,677.16	\$455.33	\$12.142	\$23,795.72	\$457.81	\$12.203
			24,141.52	464.26	12.380	24,262.16	466.58	12.442
			24,755.12	476.06	12.695	24,878.88	478.44	12.758

Revised: August 24, 1989

SCHEDULE "A" FOR
LOCAL 2176 C.U.P.E. EMPLOYEES

<u>POSITION</u>	<u>SCHEDULE</u>	<u>HOURS PER WEEK</u>	<u>EFFECTIVE FEBRUARY 1, 1989</u>			<u>EFFECTIVE JULY 1, 1989</u>		
			<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
Storesperson/Porter	WW4(a)	37-1/2	\$23,425.48	\$450.49	\$12.013	\$23,542.48	\$452.74	\$12.073
			24,019.32	461.91	12.318	24,139.44	464.22	12.379
			24,653.72	474.11	12.643	24,776.96	476.48	12.706
Health Care Aide	WW4	37-1/2	\$23,171.72	\$445.61	\$11.883	\$23,287.68	\$447.64	\$11.942
			23,626.20	454.35	12.116	23,744.24	456.62	12.177
			24,244.48	466.24	12.433	24,365.64	468.57	12.495
Housekeeping Aide Dietary Aide	WW2	37-1/2	\$20,399.60	\$392.30	\$10.461	\$20,501.52	\$394.26	\$10.514
			21,179.60	407.30	10.861	21,285.68	409.34	10.916
			21,786.96	418.98	11.173	21,895.84	421.07	11.229
Payroll Records Clerk Medical Records Clerk	W03	35	\$24,737.96	\$475.73	\$13.592	\$24,861.72	\$478.11	\$13.660
			25,816.52	496.51	14.186	25,947.48	498.99	14.257
			26,534.04	510.27	14.579	26,666.64	512.82	14.652
Laundry Linen Aide	WW2(a)	37 1/2	\$20,867.08	\$401.29	\$10.701	\$20,971.60	\$403.30	\$10.755
			21,636.68	416.09	11.096	21,744.84	418.17	11.151
			22,251.32	427.91	11.411	22,362.60	430.05	11.468
Clerk Typist	W02	35	\$21,597.68	\$415.34	\$11.867	\$21,705.84	\$417.42	\$11.926
			22,818.12	438.81	12.537	22,932.00	441.00	12.600
			24,087.96	463.23	13.235	24,208.60	465.55	13.301
Ward Clerk	W01	35	\$22,353.24	\$429.87	\$12.282	\$22,465.04	\$432.02	\$12.343
			22,925.24	440.87	12.596	23,039.64	443.07	12.659
			23,500.88	451.94	12.913	23,618.40	454.20	12.977

SCHEDULE "A" FOR
LOCAL 2176 C.U.P.E. EMPLOYEES
COVERED BY THE ATTACHED AGREEMENT

<u>POSITION</u>	<u>SCHEDULE</u>	<u>HOURS PER WEEK</u>	<u>EFFECTIVE FEBRUARY 1, 1990</u>			<u>EFFECTIVE JULY 1, 1990</u>		
			<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
Intake Counsellor Social Worker	A-9	35	\$ 31,790.20	\$811.35	\$17.467	\$32,107.92	\$617.46	\$17.642
			33,206.68	638.59	18.245	33,538.96	644.98	18.428
			34,622.64	665.82	19.023	34,968.96 672.48	19.214	
			36,444.20	700.85	20.024	36,808.72	707.86	20.225
			38,070.76	732.13	20.918	38,451.40	739.45	21.127
Recreationist II	W04	35	\$ 26,527.80	\$510.15	\$14.576	\$26,793.00	\$515.25	\$14.721
			27,688.36	532.43	15.212	27,963.00	537.75	15.384
			28,453.36	547.18	15.634	28,737.80	552.65	15.790
			29,232.64	562.17	16.062	29,525.08	567.79	16.223
Volunteer Co-ordinator	E4	35	\$ 28,366.60	\$507.05	\$14.487	\$26,630.24	\$512.12	\$14.632
Adjuvant	WWS	35	\$ 25,409.28	488.64	\$13.961	\$25,663.56	\$493.53	\$14.101
			26,211.64	504.07	14.402	26,473.72	509.11	14.546
			28,856.52	516.51	14.757	27,127.36	521.69	14.905
Registered Nursing Assistant	WWS(a)	37-1/2	\$ 25,153.44	\$483.72	\$12.899	\$25,405.12	489.56	\$13.028
			25,796.68	496.09	13.229	26,054.60	501.05	13.361
			28,443.04	508.52	13.561	26,707.72	513.61	13.696
Cook	WWS	37-1/2	\$ 24,866.40	\$478.20	\$12.752	\$25,114.96	\$482.98	\$12.879
			25,354.16	487.58	13.002	25,607.92	492.46	13.132
			25,998.44	499.97	13.333	26,258.44	504.97	13.466

Revised: August 24, 1989

SCHEDULE "A" FOR
LOCAL 2178 C.U.P.E. EMPLOYERS

<u>POSITION</u>	<u>SCHEDULE</u>	<u>HOURS PER</u> <u>WEEK</u>	<u>EFFECTIVE FEBRUARY 1, 1990</u>			<u>EFFECTIVE JULY 1, 1990</u>		
			<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>	<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
Storesperson/Porter	NW4(a)	37-1/2	\$24,601.72	\$473.11	\$12.616	\$24,847.68	\$477.84	\$12.742
			25,225.72	485.11	12.936	25,477.92	489.96	13.066
			25,891.84	497.92	13.278	26,150.80	502.90	13.411
Health Care Aide	NW4	37-1/2	\$24,335.48	\$467.99	\$12.480	\$24,578.84	\$472.67	\$12.605
			24,812.84	477.17	12.725	25,060.88	481.94	12.852
			25,462.32	489.66	13.058	25,717.12	494.56	13.188
Housekeeping Aide Dietary Aide	NW2	37-1/2	\$21,424.00	\$412.00	\$10.987	\$21,638.24	\$416.12	\$11.097
			22,243.52	427.76	11.407	22,466.08	432.04	11.521
			22,881.04	440.02	11.734	23,109.84	444.42	11.851
Payroll Records Clerk Medical Records Clerk	W03	35	\$25,980.24	\$499.62	\$14.275	\$26,240.24	\$504.62	\$14.418
			27,114.88	521.44	14.898	27,385.80	526.65	15.047
			27,866.80	535.90	15.311	28,145.52	541.26	15.465
Laundry Linen Aide	NW2(a)	37 1/2	\$21,915.40	\$421.45	\$11.239	\$22,134.32	\$425.66	\$11.351
			22,723.48	436.99	11.653	22,950.72	441.36	11.770
			23,366.80	449.40	11.984	23,602.28	453.89	12.104
Clerk Typist	WC2	35	\$22,682.40	\$436.20	\$12.463	\$22,909.12	\$440.56	\$12.587
			23,964.20	460.85	13.167	24,203.92	465.46	13.299
			25,298.00	486.50	13.900	25,551.24	491.37	14.039
Ward Clerk	VCI	35	\$23,475.92	\$451.46	\$12.899	\$23,710.44	\$455.97	\$13.028
			24,076.52	463.01	13.229	24,317.28	467.64	13.361
			24,681.28	474.64	13.561	24,928.28	479.39	13.697

SCHEDULE "B"

"Part XI of The Employment Standards Act R.S.O. 1974, c. 112"

- 35.** No employer shall terminate the employment of or lay off an employee who is entitled to a leave of absence under Section 36, but the employer may require the employee to commence a leave of absence pursuant to Section 36 at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
1974, c.112, s.35.
- 36.**
- (a) An employee who is pregnant and who has been employed by her employer for a period of at least twelve months and eleven weeks immediately preceding the estimated day of her delivery, whether such employment commenced before or after the coming into force of this Act, shall be entitled upon her application therefor to a leave of absence of at least seventeen weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of eleven weeks immediately preceding the estimated day of her delivery.
 - (b) Notwithstanding subsection 1 and subject to subsection 5, where the actual date of her delivery is later than the estimated day of her delivery. the leave of absence shall not end before the expiration of six weeks following the actual date of her delivery.
 - (c) The employee shall give her employer two weeks notice in writing of the day upon which she intends to commence her leave of absence and furnish her employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his/her opinion.
 - (d) Subject to subsection 5, an employee may, with the consent of her employer, shorten the duration of the leave of absence requested under subsection 1.
 - (e) An employee may shorten the duration of the six week period mentioned in subsection 2 upon giving her employer one week's notice of her intention so to do and furnishing her employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.
1974, c.112, 2.36

37. An employee who does not apply for a leave of absence under section 36, and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave of absence in accordance with Section 36 upon providing her employer before the expiry of two weeks after she ceased to work with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his/her opinion, delivery will occur or the actual date of her delivery.
1974, c.112, 2.37
38. (a) An employee who intends to resume her employment on the expiration of a leave of absence granted to her under this Part shall so advise her employer and on her return to work her employer shall reinstate the employee to her position or provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began and without loss of seniority or benefits accrued to the commencement of her leave of absence.
- (b) Where the employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the employer shall, upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with an established seniority system or practice of the employer in existence at the time her leave of absence began with no loss of seniority or benefits accrued to the commencement of her leave of absence, and in the absence of such a system or practice shall reinstate the employee in accordance with subsection 1.
1974, c.112, s.38
39. Where an employer falls to comply with the provisions of this Part, an employment standards office may order what action, if any, the employer shall take or what he shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee.
1974, c.112, s.39.

INCOME PROTECTION PLAN

This Plan IS comprised of two parts:

1. Short .Term Income Protection Plan
2. Long Tern 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 term of the Plan will be found in the Master Contract as the governing document.

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

SECTION A

1. INTRODUCTION TO INCOME PROTECTION PLAN

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

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

2.

DEFINITIONS

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

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

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

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

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

SECTION B

3. COMMENCEMENT OF I.P.P.

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

4. SENIORITY SERVICE

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

SECTION C

SHORT TERM INCOME PROTECTION PLAN

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

(1)

<u>Seniority Service</u>	<u>Amount Payable</u>	
	<u>100% of Pay</u>	<u>70% of Pay</u>
From the date of eligibility to December 31st	-----	plus 15 weeks
1st full year of service as at January 1st	2 weeks	plus 24 weeks
2nd full year of service as at January 1st	3 weeks	plus 23 weeks
3rd full year of service as at January 1st	4 weeks	plus 22 weeks
4th full year of service as at January 1st	5 weeks	plus 21 weeks
5th full year of service as at January 1st	6 weeks	plus 20 weeks
6th full year of service as at January 1st	7 weeks	plus 19 weeks
7th full year of service as at January 1st	8 weeks	plus 18 weeks
8th full year of service as at January 1st	9 weeks	plus 17 weeks
9th full year of service as at January 1st	10 weeks	plus 16 weeks
10th full year of service as at January 1st	11 weeks	plus 15 weeks
11th full year of service as at January 1st	12 weeks	plus 14 weeks
12th Pull year of service as at January 1st	13 weeks	plus 13 weeks

13th full year of service as at January 1st	14 weeks	plus	12 weeks
14th full year of service as at January 1st	15 weeks	plus	11 weeks
15th full year of service as at January 1st	16 weeks	plus	10 weeks
16th full year of service as at January 1st	17 weeks	plus	9 weeks
17th full year of service as at January 1st	18 weeks	plus	8 weeks
18th full year of service as at January 1st	19 weeks	plus	7 weeks
19th full year of service as at January 1st	20 weeks	plus	6 weeks
20th full year of service as at January 1st	21 weeks	plus	5 weeks
21st full year of service as at January 1st	22 weeks	plus	4 weeks
22nd full year of service as at January 1st	23 weeks	plus	3 weeks
23rd full year of service as at January 1st	24 weeks	plus	2 weeks
24th full year of service as at January 1st	25 weeks	plus	1 week
25th full year of service as at January 1st	26 weeks	plus	0 weeks

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

- (11) 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 on going treatments during the day, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the employee must provide the Employer with documentation from his/her physician at the commencement of the ongoing treatment program. outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.

(v) An employee shall be provided up to two one-half (1/2) day absences for doctor appointments in any calendar year. Each of these one-half (1/2) day absences shall not constitute an occasion for the purpose of this plan.

6.

(i) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.

(a) Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months.

(b) A disability due to a different cause will be considered a new period after a return to active employment for one month.

- 7.
- (i) No benefits will be payable during a period of pregnancy leave of absence to which an employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the employee has applied and been approved by the Employer.
 - (ii) Short term disability payments will be offset by any disability benefits payable to the employee from the Canada Pension Plan.
 - (iii) An employee who is engaged in outside employment apart from his/her employment with the Corporation/Region is not entitled to any benefits under the provisions of the short term income protection plan for any occupational injury or sickness sustained during such periods of outside employment
 - (iv) The Employer will continue to pay fringe benefits costs including Dental, O.H.I.P., Extended Medical benefits, Life Insurance, etc., and any other applicable benefits negotiated for a period not longer than thirty (30) consecutive months. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

REGULATIONS

8. **i)** An employee shall on the first day of illness/non-occupational injury. report or cause to report such illness/non-occupational injury to his/her Department Head or Supervisor.
- ii)** An employee who fails to report on the first day that he/she is absent from work due to illness/non-occupational injury shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
- iii)** Upon receiving notice of an employee's illness/non-occupational injury, the Department Head or Supervisor shall on the same day report such illness/non-occupational injury on the Daily Absence Status Report as provided by the Commissioner of Human Resources.
- iv)** An employee whose illness/non-occupational injury extends to the third working day shall, on or before the third working day, file a doctor's certificate with the Department Head or Supervisor.
- v)** Where the Department Head or Supervisor has reason to believe that absence of the employee was not due to illness/non-occupational injury, the Department Head may demand a doctor's certificate for one day of absence.
- vi)** An employee whose illness/non-occupational injury extends to fifteen (15) consecutive working days shall, on the fifteenth (15) day and for every subsequent fifteen (15) working days, file a doctor's certificate with his/her Department Head or Supervisor.
- vii)** An employee failing to file a doctor's certificate pursuant to Regulation (iv) or Regulation (v) or Regulation (vi) shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.

9. An employee who has been absent on six occasions under this plan in a calendar year shall then be placed on the mandatory doctor's certificate list.
10. The Head of a Department is responsible for reporting to the Commissioner of Human Resources all cases of illness/non-occupational injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.
11. The Commissioner of Human Resources
 - (a) shall keep a record of all sick leave and accumulated credits and
 - (b) shall notify those responsible for Department payrolls, when an employee is not, or has ceased to be eligible for sick leave benefits.
12. On retirement or death of an employee the Commissioner of Human Resources shall advise those responsible for Department payrolls of the number of days of cumulative sick leave standing to the credit of an employee at the date of his/her retirement or death.

SECTION D

LONG TERM DISABILITY PLAN

13. ELIGIBILITY

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

14. EFFECTIVE DATE OF BENEFITS

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

15. LONG TERM DISABILITY BENEFIT

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

16. MONTHLY BENEFIT

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

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

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

17. COMMENCEMENT OF BENEFITS

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

18. BENEFIT PERIOD

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

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

19.

(1) DEFINITION OF TOTAL DISABILITY

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

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

(11) RECURRENT DISABILITIES

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

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

20.

REHABILITATIVE EMPLOYMENT

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

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

21.

WAIVER OF PREMIUM

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

22.

TERMINATION OF EMPLOYMENT

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

23. EXCEPTIONS AND LIMITATIONS

Benefits are not payable for the following:

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

24. COST OF THE PLAN

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

25. TAXABILITY OF BENEFITS

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

26. CLAIMS

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

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

SECTION E

NOTES:

27.

SICK LEAVE CREDITS

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



THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH

Department of Finance
119 King Street West, 14th floor
Hamilton, Ontario
Fax # (416) 526-8486

Mailing Address:
P.O. Box 910, Hamilton, Ontario
L8N 3V9

May 11, 1989

Refer to File No.

Attention of

Your File No.

Gil Graham
Canada Life
Commerce Place
1 King Street West
suit. 1501
Hamilton, Ontario
L8P 1A4

Re: Policy: 10839
Division: 16

Dear Gil:

Subject: Union Cod.: H and V
C.U.P.E. 2176
Wentworth Lodge

Please implement the following changes as indicated:

Effective April 18, 1989 - Dental

Orthodontic coverage is increased to a \$1,500.00 maximum amount payable in a lifetime.

Effective February 1, 1990 - Major Medical

Virion Care coverage to a maximum of \$200.00 every twenty-four months.

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

The maximum is \$200.00 per person per calendar year.

If I can be of any further assistance in this matter please do not hesitate to contact me at 526-4265.

Yours truly,

Gail Stevely

(Mrs.) Gail Stevely
Co-Ordinator of Benefits

GS:cc

cc J. Lewis - William M. Mercer Limited
J. Johnston - Human Resources
[REDACTED]
D. Emery - Finance



**Human
Resources
Centre**

1987 July 16

Mr. G. Graham
Canada Life Assurance Company
100 Main Street East
Suite 4002
Century 21
P.O. Box 826
Hamilton, Ontario
L8N 3P9

Dear Mr. Graham:

RE: - Group Policy 10039, - Divisions 0007, 0016

Due to the recent settlement of new Collective Agreements for Regional Municipality of Hamilton-Wentworth employees, we wish to report the following benefit changes.

1. Update the Vision Care Plan from \$65.00 every twenty-four months to \$100.00 every twenty-four months, effective June 1, 1987.

2. Update the Dental Plan to include:

Coverage for Removable Prosthodontics, Fixed Prosthodontics, and Major Restorative on the basis of a 80% co-insurance; with a twelve consecutive month maximum amount payable of \$500.00 (including lab fees), effective June 1, 1987.

Effective February 1, 1988, the maximum amount payable for the above added dental coverage shall be altered to \$1000.00 (including lab fees).

Effective February 1, 1988, the Dental Plan shall include coverage for Orthodontics for dependent children (to the age of 18) on the basis of a 80% co-insurance; with a lifetime maximum payment of \$1000.00 (including lab fees).

3. The following benefits will be available to any employee retiring under the OMERS 80 factor, or any employee between the ages of 55 and 59 who retires of an early OMERS pension if he/she has minimum of ten (10) years continuous employment with the Employer at the time of retirement:

- Extended Medical Plan
 - Dental Plan
 - Vision Plan
- (effective June 1, 1987)

The above benefit coverage terminates on the last day of the month in which the employee attains age 65, or in which his/her death occurs.

The above benefit coverage will only be available to retirees if benefit coverage is not available through other means (i.e. other employment or spousal coverage).

Please inform us of the new monthly premium rates to be paid based on this additional coverage.

Should you require further details re the above, please contact us.

Yours truly,



Annie Holmes (Mrs.)
Human Resources Supervisor

/s/

c.c. William M. Mercer Ltd., Attention: Ms. Laura Emond
Mr. T. Bunce, Regional Finance

GROUP INSURANCE PLAN FOR THE EMPLOYEES OF
THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH
GROUP HEALTH INSURANCE POLICY N. 10839
DIVISION NUMBER 016

The following outlines the benefits available under your group plan.
Please check your group certificate for the coverage applicable to you.

PLAN OUTLINE

HOSPITAL

Semi-Private Accommodation.

MEDI-PACK

Deductible per

Calendar Year: Employee: \$10.00.
Dependents: \$10.00.

Reimbursement: 100% of Insured Changer
in excess of the deductible
amount.

Includes: Visioncare Benefit - Eyeglasses
only.

Paramedical Benefit - Masseurs
only.

DENTAL

Plan CL 8

Payment in accordance with the 1985
Dental Association Schedule of Fees
for General Practitioners.

Deductible per

Calendar Year: Employee: NIL
Dependents: NIL

Reimbursement: 100% of Insured Changer.

Maximum Benefit Payable - Unlimited.

Revised 01-09-86

CHANCES IN COVERAGE

Changes in coverage due to changes in dependency status will only take effect if the Insurance Company is advised of the change. Each employee's certificate of insurance outlines the coverage which is applicable to that employee. It should be checked to make sure the coverage is correct. An employee must be actively at work in order for his insurance to increase.

ELIGIBLE EMPLOYEES

All permanent full-time employees are eligible to be insured from the 1st day of the month following completion of 2 months of continuous employment.

COMMENCEMENT OF INSURANCE - EMPLOYEES

An employee becomes insured when he becomes eligible. If an employee is absent from work on the day his insurance would normally commence, the insurance will not be effective until his return to work.

ELIGIBLE DEPENDENTS

Dependents eligible for benefits are the spouse or common-law spouse and the unmarried children or step-children or common-law children under 22 years of age (or under 25 years of age if in full-time attendance at a college or university) of an insured employee.

No person shall be eligible for dependents coverage while they are in the full-time service of any naval, military or air force, or with respect to health benefits, while residing outside of Canada and the United States.

"Common-law Spouse"

Means a person with whom the employee has co-habited for the past 36 months and whom the employee represents as his legally married spouse.

"Common-Law Children"

Means the employee's children or the common-law spouse's children who reside with and are in the care and custody of the employee and the common-law spouse.

COMMENCEMENT OF INSURANCE - DEPENDENTS

Eligible dependents will become insured when eligible. Please notify Canada Life when an employee first acquires an eligible dependent. Once dependents coverage is effective notification is not required if additional dependents are acquired.

GENERAL LIMITATIONS

No benefits are payable for any disability or charges resulting from any one or more of the following:

- 1) Intentionally self-inflicted injury while sane or Insane.
- 2) War, insurrection or hostilities.
- 3) Participation in a riot or civil commotion.
- 4) Injury sustained as a result of committing or attempting to commit a criminal offence.

TERMINATION OF INSURANCE

All insurance is terminated when the employee ceases to be a member of the plan or ceases to be eligible.

For benefits on termination see Extension of Benefits.

HOSPITAL BENEFIT - EMPLOYEE AND [

If an employee or dependent suffers bodily injury or disease or becomes pregnant, and as a result is confined in a legally licensed hospital, this benefit will reimburse the employee for the difference between the public ward allowance under the Provincial Hospital Plan and the semi-private charge.

Limitations

No benefits will be paid if a disability is due from any cause which entitles the employee or dependent to apply for and receive indemnity or compensation under any Workmen's Compensation Act.

Extension of Benefits

In the event of termination of employment and the employee or one of his dependents is disabled at that time, Insurance under this benefit will continue for that individual for up to 90 days, provided the plan remains in force.

How To Make A Claim

Claim forms are available from your employer. For prompt payment, the Claim Form must be completed in full and submitted within 180 days after the end of the calendar year in which the claim was incurred.

If the Group Insurance Policy terminates, no payment will be made unless the claim is submitted within 90 days of termination.

MEDI-PACK BENEFIT - EMPLOYEE AND DEPENDENTS

The following qualify as Insured charges, but only to the extent that:

- a) they are reasonable and were necessarily Incurred, and
- b) they are recommended or approved by a physician or surgeon legally licensed to practise medicine, except where otherwise indicated, and
- c) they exceed the amount payable from any other source or which would have been payable had the person been insured under the appropriate government hospital, medical or health care plan, and
- d) they are not prohibited under any government hospital or medical care plan.

Charges

Drugs

Charges for drugs, birth control pills, medicines, serums and vaccines obtained by a written prescription; excluding patent or proprietary medicines, anti-obesity treatments and any charges made for the administration of serums, vaccines, or injectible drugs.

Nursing Care

Charges for the services of a Registered Nurse (R.N.), provided the R.N. is not normally resident in the insured person's home. for details on maximum benefits payable please refer to the Plan Administrator.

Hospital Expenses & Supplies

Charges for hospital services and supplies obtained from a licensed hospital while the Insured person is not confined in the hospital.

MEDI-PACK BENEFIT (Cont'd)

Ambulance

Charger for licensed ambulance service or other emergency service when used to transport the insured person from the place where bodily injury or disease is suffered to the nearest hospital where adequate treatment can be rendered or from one hospital to another or from hospital to the insured person's residence (Emergency transportation includes transportation by air, rail or water).

Service & Supplier

Charter for the following services and supplies:

a) purchase of braces, crutches, artificial limbs or eyes and approved prosthetic devices required as a result of bodily injury which occurred or disease which commenced while the person was insured under this provision.

b) rental of, wheelchair, hospital-type bed or other approved durable equipment for temporary therapeutic use required as a result of bodily injury which occurred or disease which commenced while the person was insured under this provision. If the purchase of such equipment is a more satisfactory arrangement, agreement to purchase will be at the option of the Insurance Company.

c) oxygen and blood serum.

Dental

Charter by a legally licensed dentist for the following treatment necessitated by a direct accidental blow to the mouth, and not by an object wittingly or unwittingly placed in the mouth, which occurred while the individual was insured under this benefit. received within three years of the accident:

1) dental treatment of injuries to natural teeth

2) replacement of natural teeth, up to a maximum payment of \$500 per accident.

MEDI-PACK BENEFIT (Cont'd)

Emergency Treatment

Charges for the following emergency treatment required by in Insured person who is temporarily outside of their Province or Territory of residence:

- a) Room and board in a licensed hospital up to a ward level for each day that the person is confined in hospital.
- b) Hospital services and supplies furnished by a licensed hospital.
- c) Diagnosis and treatment by a physician or surgeon.

Diagnostic X-Ray and Laboratory Expenses

Charges for diagnostic tests and radiological treatments including x-rays and laboratory tests and radium treatments.

Physiotherapy

Charges for the services of a qualified physiotherapist, who is not normally resident in the insured person's home.

Speech Therapy

Charger for the services of a qualified Speech Therapist, up to a maximum of \$200 per calendar year for each insured person, but only when we are provided with a certificate by a medical doctor or dentist that such treatment is necessary.

Clinical Psychology

Payment to registered clinical psychologists up to \$35.00 for the first visit and \$20.00 per hour for subsequent treatments to a maximum of \$200.00 during a benefit year in all.

Hearing Aids

Charges for hearing aids prescribed by a legally licensed Otolaryngologist, up to a maximum of \$300 during the lifetime of each insured person.

MEDI-PACK BENEFIT (Cont'd.)

Eye Glasses

The following charges recommended or approved by a legally licensed physician, surgeon, ophthalmologist or optometrist:

- 1) Eye glasses: Frames, lenses and fitting of prescription glasses to a maximum total of \$50 in any two consecutive calendar years for each insured person.
- 2) Contact Lenses: One set of contact lenses during the lifetime of the insured person to a maximum of \$200, if visible acuity is improved to at least 20/40 level of acuity not possible through regular eye glasses. In all other cases, contact lenses would be subject to the \$50 maximum for regular eye glasses.

Paramedical Services

Payment to a registered masseur up to \$7.00 per treatment for not more than twelve treatments per benefit year, but only when we are provided with a certificate by a medical doctor that such treatment is necessary.

DENTAL BENEFIT - EMPLOYEES AND DEPENDENTS

If an employee or dependent requires any insured treatments or services, the employee will be reimbursed for such charges but **only** to the extent:

- a) that they are necessarily incurred and that the method of treatment is the least expensive that will provide a professionally adequate result.
- b) that where a range in fees or "individual consideration" or laboratory charges are included, the amount will be as determined by the Insurance Company.
- c) that the treatments or procedures are rendered or prescribed by a legally licensed dentist.
- d) that they are not prohibited under any government plan.

Co-ordination of Benefits

Benefits under the Plan are reduced when necessary so that the total amount payable under this Plan together with any amount payable under any other policy will not exceed **100%** of the dental charges incurred.

Limitations

No payment will be made for charges resulting from the following:

- 1) any dental treatment received from a dental or medical department maintained by your employer, mutual benefit association, labour union or similar type of group.
- 2) any dental care or treatment for which a member or dependent receiving them is not legally obliged to pay.
- 3) any dental care or treatment which is principally for cosmetic purposes.
- 4) broken appointments or completion of claims forms.
- 5) any dental treatment that has as its purpose the correction of temporomandibular joint dysfunction.
- 6) appliances or restorations that are necessary to increase vertical dimensions or restore the occlusion.

Dental B

This covers the following dental expenses:-

- a) examinations
- b) X-rays
- c) preventive services such as oral hygiene instruction, scaling, polishing, and fluoride treatments
- d) extractions, including impacted teeth
- e) fillings
- f) space maintainers for dependent children
- g) diagnostic procedures
- h) anaesthesia
- i) consultations
- j) root canal work (endodontics)
- k) treatment of gum disease (periodontics)
- l) major surgery
- m) denture adjustments repairs, rebasing and relining

Part 1 Charges

Diagnostic

Examinations	0110, 0120, 0130, 0140 (one examination in six consecutive months) 0120 (two examinations in any calendar year) 0130
X-rays	02100, 02101 (once in 24 consecutive months) 02111 to 02120, both inclusive, 02131 to 02134 02141 to 02146 (twice in any calendar year) 02201 to 02204, 02304, 02400, 02430, 02504, 02505, 02600, 02701 to 02705, 02800, 02920, 02930

Tests 04100, 04200, 04300, 04310, **04330, 04400**

Consultations 05100, 05200

Preventive

Prophylaxis 11100, 11200, 11300, 11301 (twice in any calendar year)

Fluoride treatment 12400

Oral hygiene instruction 13200, 13210, 13220 (once in six consecutive months)

Space maintainers 15100, 15110, 15120, 15200, 15210, 15300, 15310, 15400, 15500, 15600 (dependent children only)

Occlusal Equilibration 43310

Pit and Fissure Sealants 13401, 13404

Minor Restorative

Amalgam Restorations 21101 to 21105, 21211 to 21215, 21221 to 21225

Retentive Pins 21301 to 21305

Silicate Restorations 22101, 22102

Acrylic or Composite Restorations 23101 to 23103, 23111 to 23114, 23201 to 23204, 23221 to 23223

Cement Restoration 29800

Sedative Dressing 39930, 13600

Stainless steel crown 27400, 27401, 27403, 27411, 27413, 27500 (dependent children under 13 years of age only)

Minor Surgical

Extractions 71101, 71111, 72100, 72210, 72220, 72230, 72240

Residual Root Removal 72310, 72320

Additional Services

Anaesthesia Used in conjunction with oral surgery, periodontal surgery, fractures and dislocations:

92110, 92120, 92201, 92202, 92215, 92251, 92252, 92310, 92311, 92330, 92340

House or Hospital Visits 94100, 94200

Special Office Visits 94400

Consultation with Another Dentist 93100

Drugs—Therapeutic intramuscular drug injection 96100

Drugs—Therapeutic intravenous drug injection 96101

Part 2 Charges

Periodontics

Non-surgical 41100, 41200, 41300

Surgical The maximum benefit payable will include charges for packing and post-surgical treatment

42001 to 42003, 42100, 42101, 42103, 42104, 42200, 42300, 42310, 42500

Adjunctive Services 43200, 43210, 43400, 43600

Endodontics

Pulp Capping 31100, 31110

Pulpotomy 32201, 32202, 32210, 32211

Root Canal Therapy 33100, 33120, 33200, 33220, 33300, 33320, 33400, 33420, 33430, 33431

Apexification 33501 to 33504, 33511 to 33514

Periapical Services 34101 to 34104, 34111 to 34115, 34201 to 34203, 34212, 34213

Root Amputation 34401, 34402

Other Procedures 39100, 39110, 39120

Hemisection 39210, 39220, 39230, 39300

Bleaching	39400
Intentional Removal, Apical Filling and Reimplantation	39501 to 39503, 39600
Endorreour Implants	39710, 39711, 39720
Emergency Procedure8	39901 Lo 39904, 39910, 39940, 39960, 39970, 39980, 39985

Major Surgical

Residual Root Removal	72409, 72410, 72411, 72450
Alveoloplasty	73110
Gingivoplasty and/or Stomatoplasty	73119, 73120
Surgical Excision	74108, 74109, 74408, 74409, 75300, 75400
Surgical Incision	75100, 75110
Fractures	76198, 76210, 76230, 76310, 76350, 76910, 76950, 76951
Frenectomy	77800, 77810, 77840, 78110
Miscellaneous	79104, 79301 Lo 79308, 79401, 79601 Lo 79604

Surgical exposure of tooth
(including ortho attachment) 72412

Transplantation of tooth 72430

Surgical repositioning
of tooth 72440

Extension of Benefits

If an employee or dependent has commenced periodontic or endodontic treatment when insurance ceases because of termination of employment, insurance will be deemed to continue in force for 30 days for charges incurred for that treatment.

Claims will not be paid for any periodontics or endodontics which commenced prior to the date when the individual's Insurance started.

Part 3 Charges

Denture Adjustments	54250, 54300, 54301, 54302
Denture Repairs	55101 to 55104, 55201 to 55204, 55520, 55530, 55700
Denture Rebasing and Relining	56200, 56201, 56210, 56211, 56220, 56221, 56230, 56231, 56260 to 56265, 56270 to 56273

Claims will only be paid for 55520 and 55530 if Canada Life is presented with satisfactory evidence that the replacement or addition of teeth is required to replace one or more additional natural teeth extracted after the existing denture was installed and while the individual was insured under the plan.

Dental Benefit (Cont'd.)

How To Make A Claim

Dental Claim Forms are available from your employer.

A Standard Dental Claim Form should be completed in full. Your dentist will be required to complete a section of the Form or provide the equivalent information on his account. It would thus be advisable to take the Claim Form with you on your appointment.

If the Dental expenses are expected to be in excess of \$300, a Predetermination of Benefits treatment plan available from your dentist should be submitted prior to the commencement of treatment. Any pre-treatment X-rays should also be forwarded along with the treatment plan.

Time Limits For Submission of Claims

Dental claims should be submitted within 180 days after the end of the calendar year in which the claim was incurred. If a delay is anticipated the Insurance Company should be notified in advance.

If the Group Insurance Policy terminates, no payment is made with respect to any claims unless proof is submitted within 90 days of termination of the policy.

LETTER OF UNDERSTANDING

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

LETTER OF UNDERSTANDING

The Employer agrees to create a fund of \$250,000 to be used to make adjustments for pay equity to minimize the grid resulting from percentage increases. Any monies after this adjustment shall be applied to job evaluation.

This shall be applied concurrent with Pay Equity January 1, 1990 and this "fund" shall be applicable to all C.U.P.E. Locals who participated in the Central Bargaining Process.

LETTER OF UNDERSTANDING

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

LETTER OF UNDERSTANDING

The 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

(Effective **January 1, 1990**)

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

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

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

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

ABSENCE CONTROL POLICY

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

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

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

LETTER OF UNDERSTANDING

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

LETTER OF UNDERSTANDING

The Employer agrees to initiate a Job Evaluation Plan jointly with the Union. The Job Evaluation Plan agreed to by the parties will be consistent with the requirements of the Pay Equity Act.

LETTER OF UNDERSTANDING

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