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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH**

**AND**

**C.U.P.E. LOCAL 167 - WENTWORTH**

**DURATION OF AGREEMENT**

**FEBRUARY 1, 1991 TO JANUARY 31, 1994**

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## COLLECTIVE BARGAINING AGREEMENT

### WENTWORTH LODGE

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**COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT made, in triplicate, this 15<sup>th</sup> day of May 1993

BETWEEN:

THE REGIONAL MUNICIPALITY OF HAMILTON-WEWORTH

(hereinafter called the 'Employer')

of the FIRST PART,

• and •

THE CANADIAN UNION OF PUBLIC EMPLOYEES- LOCAL 167

(hereinafter called the "Union")

of the SECOND PART,

**WHEREAS** the parties hereto have agreed to enter into these presents for the purpose of effectively defining the duties, privileges, working conditions, remuneration and other benefits respecting Local 167 employees of the Employer, employed at 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 cooperative 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 in and form part of Schedule "A" and

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

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

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 167 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 by 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.

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

**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** The standard hours of work described in this Article are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked.

**4.6** The following provisions apply to Part-time employees only:

- (a)** No part-time employee shall be employed for less than four (4) hours on the day and afternoon shifts, and seven and one-half (7 1/2) hours on the night shift.
- (b)** 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) minute break shall be granted when requested by the employee.
- 5.8** An employee who is sent home at any time or times during the week
- (a) because of lack of work or inclement weather, or
  - (b) who is absent during the week because of illness, or accident, or
  - (c) who is absent from his/her regular duties on approved leave of absence while attending to Union business either within or without the Collective Agreement, shall be treated for the purpose of calculating overtime in respect of his/her normal work week, as if he/she had worked his/her standard hours of work on such day or days and shall be paid for all hours of work performed by him/her in excess of his/her normal work week at overtime rates specified in this Article.
- 5.9** Where a Statutory or Proclaimed Holiday occurs on, or is celebrated on a working day, an employee who does not work his/her regular shift on such day shall be deemed to have worked his/her regular shift on any such day for the purpose only of computing his/her normal work week under the circumstances described in clause 5.8 of this Article.



**5.10** Overtime shall be paid on the basis of the employee's standard hourly rate and shall not include shift premiums or any other special premiums.

**5.11** Overtime rates shall not be compounded.

**5.12** Overtime for part-time employees, for time worked in excess of 7 1/2 hours per day, will be paid for at the rate of time and one-half.

**6. ANNUAL VACATIONS**

**6.1** An employee shall be granted, except as otherwise expressly provided herein, 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
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.

<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 within a department and within a classification provided that the efficiency of operations of the Employer is not unduly interrupted thereby. Vacation requests for the period of May 1 to December 31 shall be filed by February 1 and posted March 1. Vacation requests for the period January 1 to April 30 shall be filed by October 1 and posted by November 1.

An employee may utilize up to five (5) days vacation entitlement, one day at a time, subject to the operational requirements of the individual department. The number of days to be utilized in this fashion may be extended by mutual consent.

This decision will not be made in an arbitrary manner.

**6.10** (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 is entitled to Short Term Disability benefits is on vacation and is:

(a) Hospitalized, or

(b) Convalescing following hospitalization, or

- (c) in Home Care prescribed by the employee's physician following hospitalization (Organized Home Care Program in Ontario recognized by O.H.I.P.),

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

In addition to the foregoing, should an employee, while on vacation, suffer a significant illness or injury which would have incapacitated him/her from his/her regular duties had he/she not been on vacation, he/she may apply to the Commissioner of Human Resources, or his/her designate, for reinstatement of his/her vacation credits for the period of incapacity. The employee may be required to provide medical documentation to substantiate his/her application.

**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%
<b>6 weeks</b>	<b>12.0%</b>
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:
  - (i) the full vacation entitlement for the year preceding his/her termination regardless of his/her anniversary date, and,
  - (ii) the relevant percentage of earnings for the period January 1, in the year of separation, to the effective date of separation.

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

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

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

## **8. STATUTORY HOLIDAYS**

### **8.1** 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(i), be paid at time and one-

half the standard rate of pay, or subject to the discretion of the Employer be granted lieu time off at the rate of time and one-half.

- (c) All other part-time employees shall be paid at the rate of two and one-half times regular rate for work performed on any of the Statutory Holidays listed above.

**8.3** Regularly scheduled part-time employees shall be entitled to one day each year, with pay, in lieu of Remembrance Day. 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 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.

**8.5** 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.

**8.6**

An employee shall not be paid for any Statutory Holiday if:

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

**8.7**

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

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

**BENEFIT PLANS**

**9.1** The benefits provided hereunder shall continue for the lie of this Agreement.

**9.2** The Employer shall pay the full cost of the premiums for all benefits provided hereunder.



- 9.3** On completion of the probationary period an employee shall be entitled to the following benefits:
- (a) Group Life Insurance, **as** per the attached Appendix "A"
  - (b) Extended Medical plan, as per the attached Appendix "B"
  - (c) Dental care plan, as per the attached Appendix "C", under the terms of the current Ontario Dental Association (O.D.A.) schedule.
  - (d) Notwithstanding the foregoing, probationary employees will be given access to Short Term Disability Protection as detailed in the attached plan, Appendix "D" after completion of three (3) months service. The provisions of the "Cumulative Sick Leave Allowance" Bylaw, as amended shall continue **as modified** by the Income Protection Plan.  
  
With respect to the S.T.D. plan, employees who work an office hour schedule, exclusively, **as** defined in Article 4.2, and who are required by law to obtain yearly physical check-ups will not be charged with an "occasion" under the plan in the circumstance of it being impossible for the employee to schedule the appointment during non-working hours. Employees who find themselves in this position will be allowed up to three (3) hours with pay to attend to this requirement. In addition, these employees will be expected to take this time at either the beginning or the end of the shift.
- (e) Long Term Disability protection as detailed in the attached plan.
- 9.4** All employees shall be enrolled in the Ontario Health Insurance Plan (O.H.I.P.). enrolment of all employees in (O.H.I.P.) **as** per the regulations.
- 9.5** All employees shall be 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  
Life Insurance - Appendix "A"  
Extended Medical Plan - Appendix "B"  
Dental Plan - Appendix "C"

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

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

**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 employees choice. The Employer shall pay the full cost of the counselling or medical intervention program.

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

## **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 167 shall be granted Leave of Absence without pay to attend Labour Conventions or to do other Union business not connected to this Collective Agreement.
- (f) the Union shall notify the Commissioner of Human Resources in writing of the names of employees to be granted time off under the conditions as outlined in this Article, not less than five (5) working days before such leave is to be taken.

**10.2** An employee shall be granted three (3) regularly scheduled consecutive work days bereavement leave without loss of pay or benefits on the death of a spouse, common-in-law spouse, child, parent, foster or adopted parent, grandparent, grandchild, brother, sister, parent-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law. Such bereavement leave shall be taken at the time of the bereavement or at the time the employee received notification of such bereavement. Proof of bereavement may be required by the Commissioner 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, Joint Job Evaluation Committee, 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 necessary to or incidental to the administration of this Agreement. More specifically one member of the Grievance Committee will be entitled to leave of absence with pay to attend Arbitration Hearings.

**10.4** The Grievance Committee shall be composed of 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 receipt thereof by such employee.

**10.9** Maternity/Paternity Leave shall be granted on the conditions as set down in The Employment Standards Act of the Province of Ontario.

**10.10** Any employee who is elected or selected for a full time position with the Union or, any body with which the Union is affiliated, shall be granted leave of absence without pay, but without loss of seniority by the Employer up to two (2) years.

Such leave of absence may be renewed by the Employer upon application of the employee during his/her term of office. No more than one (1) employee at any one time shall be on such leave.

**10.11** Any employee who is elected to public office shall be granted by the Employer leave of absence without pay and without loss of seniority for his/her term of office.

**10.12** While on such leave of absence as set out in 10.10 and 10.11 the employee may make the full contribution to continue his/her medical, hospital, pension and other benefits under the Agreement. However, there shall be no obligation by the Employer to make contributions to any of the foregoing premiums on the employee's behalf. The employee's Sick Leave Bank shall remain intact but he shall not accumulate further credits during such leave of absence.

**10.13** The following provision applies to part-time 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** While on any non-paid leave of absence, in excess of one month, the employee may make the full contribution to continue his/her medical/dental, pension and other benefits under the Agreement. There shall be no obligation on the Employer to make contributions with respect to any of the foregoing premiums on the employees behalf.

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

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

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

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

## **11. JOB DESCRIPTION & EVALUATION**

**11.1** The Employer shall prepare a job description in accordance with the requirements of the manual of procedures within a period of sixty (60) calendar days.

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

## **11.2 DESCRIBING AND RATING JOB**

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

- (a) The incumbent will complete a Job Information Questionnaire for review and comment by the Supervisor, who will submit it to the Human Resources Centre in accordance with the requirements of the Procedure Manual.

- (b) The Joint Job Evaluation committee shall review the proposed job description **with** the objective of reaching agreement thereon. A Union and Employer representative of the Joint Committee shall have the opportunity to conduct an on-the-job review of the job description with the incumbent or incumbents involved. If the Joint Committee reaches agreement on the job description, the job description shall be signed by the Union's and the Employer's representatives on the Joint Committee and shall be recognized, by the parties as the official description of the job.
- (c) Following agreement on the job description, the Joint Committee shall attempt to reach agreement on the rating of the job. If agreement is so reached, the rating of the job shall be confirmed in writing and signed by the Union's and Employer's representatives on the Joint Committee and shall be recognized by the parties as the official rating for the job.
- (d) (I) If the incumbent(s) of the job disagree(s) with the job description or the rating of the job, an appeal of the job description and/or the rating may be lodged, within thirty (30) calendar days of receipt of the rating, by the incumbent(s) with the Joint Committee through the Manager of Wage and Salary Administration, with a copy being provided to the Union. The appeal, shall state, in writing, the reason or reasons why the incumbent(s) disagree(s) with the job description and/or the rating of the job.
- (II) Each appeal shall be submitted in writing on an official appeal form agreed to by the employer and the union and the appeal reply shall be made in writing on an official appeal decision form agreed to by the Employer and the Union. The appeal forms shall be available from the Union and from the Employer.
- (III) The Joint Job Evaluation Committee, in its discretion, may request the appearance of the incumbent in order to assist the Committee in its deliberations.
- (e) The Joint Committee shall consider the appeal and inform the incumbents of its decision on the appeal. Such decision shall be considered final and binding upon the parties and upon the employees affected.
- (f) The parties agree that the above-noted procedure for submitting and dealing with appeals shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.

## **12. PROMOTION AND REDUCTION OF STAFF**

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

It is agreed that "Necessary Details" would mean,

- (a) Education
- (b) Experience
- (c) Special Qualifications

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

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



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

The Union acknowledges that in matters of promotion the function of the Union in dealing with complaints or grievances arising out of such promotions will consist of satisfying itself that all relevant facts and circumstances relating to an employee qualifications as outlined in 12.2 (a) and (b) above, have been adequately and objectively considered by the Employer and any grievance arising out of promotions shall be confined to these considerations.

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

**12.3** If an employee is promoted or appointed to a position, whether included in, or excluded from the scope of this Agreement, and within sixty (60) working days proves unsatisfactory in his/her new position, or if the employee requests, in writing, he/she shall be returned to his/her former position without loss of seniority or 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 12.2.

**12.4** No new employee will be hired until those laid off who qualify under the provisions of 12.2 (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.

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

**12.6** 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.

**12.7** 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 16 and 17 of this Agreement except that it is to be processed commencing with step two (2) of the grievance procedure set forth under Article 16.

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

**12.9** 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.

**12.10** 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.

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

(a) Illness or Maternity/Adoptive Leave

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

(b) Projects with a definite term or task

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

(c) Leave of Absence

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

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

Vacancies created as the result of an employee being absent due to one of the foregoing conditions for a minimum period of six (6) weeks shall be posted and filled when it is known that the employee's absence is

expected to be more than six (6) weeks. Notations shall be made on the posting that the vacancy is due to one of the conditions.

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

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

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

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

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

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

**12.12** 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 12.2.

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

Where new vacancies occur, applicants shall be notified in seniority order and the same procedure shall be followed until the file has been exhausted.

The procedure will re-commence with the request for the filling of the first vacancy following completion of the ninety (90) day period.

- (a) The posting will be designated as "Periodic Postings".
- (b) Applications will be accepted for the initial position for the regular 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.

#### 12.13

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 12.2 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.

#### 12.14

This Clause applies to part-time 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 12.2 of this Article.

## 13. SENIORITY

### Seniority Rating

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

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

Seniority for the purpose of this Agreement shall be defined as the length of accumulated aggregate service of an employee in the scope of Local 167 with the Employer, uninterrupted by severance of service, for any reason. More specifically, an employee's service shall be deemed to be severed, insofar as he/she shall not be deemed to accumulate seniority, during any period when the employee is considered to be on non-paid status.

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

- 13.2** Seniority shall be calculated in the following manner:

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

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

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

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

Part-time employees who move to temporary full time positions and are later confirmed in those positions as per 12.2 shall have their seniority adjusted retroactively to cover all time spent in the temporary **fulltime** position.

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

### **Loss of Seniority for Full time Employees**

#### **13.3**

An employee's seniority rating and credited service shall be 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.
- (9) An employee who has not been in receipt of pay for any reason for a period of thirty (30) months, shall be terminated by the Employer at the end of the thirty (30) month period.

For the purpose of this clause an employee shall not be considered to be in receipt of pay when he/she receives S.T.D., L.T.D., W.C., vacation pay or is reimbursed from an overtime lieu bank.

### **Loss of Seniority for Parttime Employees**

#### **13.4**

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

- (a) dismissal for just cause, or
- (b) voluntary resignation, or
- (c) absence without leave, or
- (d) failure to respond regularly to calls for reporting to duty.

**14. 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.

**15. DISCIPLINE**

**15.1** In the event of an employee being discharged, the Employer shall provide written notification stating the reasons for such discharge to the employee. The Union shall be notified if requested by the employee.

**15.2** An employee who has been warned or suspended for reasons other than irregular attendance and who maintains a clear record for a period of two (2) years following his/her last warning or suspension, any warning or suspension heretofore recorded on the employee's record shall be null and void except where such warnings and suspensions are caused by irregular attendance.

Upon reasonable notice to the Commissioner of Human Resources, an employee shall have access to his/her file retained in the Human Resources Centre.

**15.3** When an employee is required to attend a meeting with a Supervisor, he/she shall be entitled to have his/her Steward present when such meeting will result in a notation being made on his/her record or other disciplinary action.

**16. GRIEVANCE PROCEDURE**

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

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

Both parties agree that grievances 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.

- 16.3**            **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 five (5) 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 five (5) working days of the meeting.

- 16.4**            **STEP TWO** - Failing a satisfactory settlement at Step One, the Chairperson of the Grievance Committee shall submit the written grievance to the 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.

- 16.5**            **STEP THREE** - Failing a satisfactory settlement at Step Two the Chairperson of the Grievance Committee shall submit the written grievance to the Commissioner of Human Resources within ten (10) working days of receipt of the response of the Department Head or his/her designate.
- The Commissioner of Human Resources, or his/her designate, and the Chief Administrative Officer, or his/her designate, will meet with the Grievance Committee, the grievor, and the Steward if necessary, within fifteen (15) working days of the receipt of the grievance. The Commissioner of Human Resources or his/her designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working days of the meeting. In the event the Commissioner of Human Resources, or his/her designate, denies the grievance, he/she shall state the reasons in writing.

- 16.6 (a)**        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.

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

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

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

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

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

- 16.7** 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 17 within thirty (30) calendar days of the receipt of the Commissioner of Human Resources response.

- 16.8** Meetings with the Commissioner of Human Resources and/or authorized representatives of the Employer, in reference to grievances, shall be held during the regularly scheduled working hours. Payment shall be at the prevailing rate of pay.

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

**16.10** Where the grievance referred to in 16.1 relates to a job posting in a section or department other than the one the employee is currently working in, the entire grievance procedure shall occur with the Employer's representatives in the department where the job posting occurred.

**16.11** An Employer grievance may be submitted by the Commissioner of Human Resources to the Union through its secretary, in writing, within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the Employer. A meeting between the Employer and the Union shall be held within fifteen (15) working days of the presentation of the written grievance and shall take place within the framework of Step No. 3 of Article 16.5 hereof.

The Union shall give its written decision within ten (10) working days after such meeting has been held.

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

**16A. STEWARDS**

**16A.1** A steward is a person elected or appointed by the Union members to represent the employees.

**16A.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.

**16A.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.

**16A.4** Subject to the provisions of section 16A.3, a Steward will assist in the Grievance Procedure as set forth in section 16.2 except that in the absence of the Steward the Chairman of the Grievance Committee may act in his/her place.

**16A.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 16A.3 to be absent to assist in the Grievance Procedure, for premium rates under Article 5 if he would have been otherwise entitled.

**16A.6** The Union shall notify, in writing, the Commissioner of Human Resources of the name of each Steward before the Employer is required to recognize the Steward.

**17. ARBITRATION PROCEDURE**

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

- (a) the interpretation, application or administration of this Agreement, or
- (b) whether a matter is arbitrable, or
- (c) where an allegation is made that this Agreement has been violated, and

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

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

- 17.2**        **SINGLE ARBITRATOR** - Either of the parties to this Agreement is, in such event, to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of ten (10) days after the receipt of the said notice agree upon a single arbitrator the appointment of the single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.
- 17.3**        **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.
- 17.4**        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.
- 17.5**        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.
- 17.6**        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.
- 18.**        **SALARY PLAN - SCHEDULE " A**
- The Salary Plan, as outlined in Schedule " A, shall remain in effect for the term of this Agreement.
- 18.1**        An employee's anniversary date shall be the commencement of the pay period commencing with or following the Starting Date or the Date of Promotion.
- 18.2**        Anniversary increases will be granted only as merited and may be refused or deferred on the recommendation of the Department Head.

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

**18.4** The Employer reserves the right to grant to an employee a merit increase within his/her salary classification.

**18.5** The following provision applies to part-time 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.

## **19. UNION SECURITY**

**19.1** 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/she would not enjoy.

**19.2** All deductions made under the provisions of Article 18.1 will be remitted monthly to the proper authorized officials of the Union, together with a list of employee's names eligible for such deduction.

## **20. CONTRACTING OUT**

**20.1** 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.

**20.2** 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.

**20.3** Where an employee has been displaced by Technological change, the Employer will retrain that employee to the new standards, provided **the** employee has the capacity to be retrained. If the employee cannot be retrained, the Employer will make every effort to find him/her a position within his/her capacity.

**21. SHIFT 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** or rotating 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.

**22. PROTECTIVE CLOTHING**

**22.1** 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.

Effective February 1, 1991, dietary and housekeeping staff will be entitled to three (3) complete uniforms which may be exchanged **as** needed on a 1 for 1 basis.

**22.2** Thirty dollars (\$30.00) for duty shoes for employees in housekeeping and dietary.

Effective February 1, 1992, employees currently entitled to **an** allowance for duty shoes will receive sixty (\$60.00) in accordance with present practice.

**22.3** Employees who are required to wear safety boot will be given sixty (\$60.00) in accordance with the present practice.

## **23. TRAVEL ALLOWANCE AND BUSINESS INSURANCE**

**23.1** Travel allowance shall be paid only under the following conditions:

- (a) the employee is authorized and directed to use his/her vehicle for the Employer's business, and
- (b) the employee has presented proof that his/her automobile insurance has been endorsed for business purposes.

**23.2** The rate paid per kilometre driven on the Employer's business will be thirty-six (.36) cents on the first five thousand (5000) per kilometre per annum and twenty- three (.23) cents. for all kilometres in excess of five thousand.

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

## **24. EDUCATION**

**24.1** The Employer agrees that courses made necessary in order to carry out a certain job by virtue of legislation passed by senior governments shall be given during normal working hours, or if this is impossible, any hours outside normal working hours, taken up in receiving instruction, shall be paid for by the Employer at the employee's standard rate.

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

**24.3** The Employer agrees to place into a special fund one-half cent (1/2cts) per hour for each employee in the bargaining unit, calculated on the basis of regular hours only, for the purpose of providing paid leave for union training.

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

**24A. TEMPORARY VACANCY**

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher-paying position in the bargaining unit for a period in excess of one-half of a shift, he shall be paid ~~the~~ 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 **\$10.00** for each shift from the time of his/her assignment.

**24B. MANAGEMENT UNION CO-OPERATION COMM \_\_\_\_\_**

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.

**25. 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.

Effective February 1, 1993, employees currently entitled to an allowance for clothing will receive \$150.00 for this purpose in accordance with present practice. Employees will not be required to produce receipts.

**26. 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.





DATE: Hyattville/91  
 REPORT: 7-91 FILE: 22 FEB  
 INTL: 5 YEAR/FILE: 93-120  
 [Handwritten signature]

**THE CANADIAN UNION OF  
 PUBLIC EMPLOYEES - LOCAL  
 167-Wentworth**

**THE REGIONAL MUNICIPALITY OF  
 HAMILTON-WENTWORTH**

IN WITNESS WHEREOF the parties hereto have on the 31 day of May, 1993  
 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:

[Handwritten signature]  
 [Handwritten signature]  
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28-Sep-02 MACASSA & WENTWORTH - C.U.P.E. 167 JOB EVALUATION SALARY SCHEDULE

POSITION TITLE	HOURS OF WORK	WP NO.	SALARY GRADE	JOB EVAL RANGE FEB 1/91	JOB EVAL W O E AUG 1/91	JOB EVAL RANGE FEB 1/92	JOB EVAL W O E FEB 1/93	JOB EVAL RANGE AUG 1/93
HSKPNG AIDE (WHEELCHAIR)	20	RSS130B	2	10.304 10.753 11.201	10.510 10.968 11.425	11.038 11.518 11.998	11.477 11.977 12.478	11.692 12.097 12.601
CLEANER	37.5	RSS131	5	11.009	12.208	12.819	13.332	13.465
HSKP AIDE (CLEANER)	37.5	RSS147		12.490 13.010	12.740 13.270	13.377 13.934	13.912 14.491	14.051 14.635
DIETARY AIDE	37.5	RSS162	6	12.525	12.776	13.414	13.951	14.090
HSKPNG AIDE (DINING)		RSS148B		13.069	13.330	13.997	14.657	14.702
HOUSEKEEPING AIDE		RSS148A		13.614	13.886	14.561	15.184	15.315
HOUSEKEEPING AIDE		RSS146C						
DIETARY AIDE (VEG.)	37.5	RSS132B						
DIETARY AIDE		RSS132						
HOUSEKEEPING AIDE		RSS130A						
AIDE LAUNDRY LINEN	37.5	RSS128						
LAUNDRY LINEN AIDE	37.5	RSS145						
STORE PERSON/PORTER	37.5	RSS156						
HSKPNG AIDE (SUPPLY)	35	RSS130C	8	13.634 14.227 14.820	13.907 14.512 15.116	14.902 15.237 15.872	15.188 15.847 16.507	15.338 16.005 16.672
CLERK TYPIST	35	RSS124A	9	14.190	14.474	15.197	15.808	15.963
CLERK TYPIST		RSS141		14.806	15.102	15.857	16.492	16.656
CLERK TYPIST - NURSING		RSS124B		15.423	15.731	16.518	17.179	17.351
ADMISSIONS RECEPTIONIST	35	RSS104L						
AIDE HEALTHCARE	37.5	RSS150						

28-Sep-92 MACASSA & WENTWORTH - C.U.P.E. 167 JOB EVALUATION SALARY SCHEDULE

POSITION TITLE	HOURS OF WORK	WP No.	SALARY GRADE	JOB EVAL RANGE FEE 1/91	JOB EVAL RANGE AUG 1/91	JOB EVAL RANGE FEB 1/92	JOB EVAL RANGE FEB 1/93	JOB EVAL RANGE AUG 1/03
HEALTHCARE AIDE	37.5	RSS137	10	14,744	15,039	15,791	16,422	16,587
COOK	37.5	RSS133		15,380	15,694	16,478	17,138	17,309
				18,026	18,347	17,164	17,850	18,029
SEAMSTRESS	37.5	RSS129	11	15,299	15,605	16,385	17,041	17,211
STORE PERSON/PORTER	37.5	RSS134		15,904	16,283	17,097	17,781	17,959
PAYROLL RECORDS CLERK	35	RSS123		16,630	16,963	17,811	18,523	18,708
PAYROLL RECORDS CLERK		RSS140						
WARD CLERK	35	RSS158	12	16,654	16,171	16,980	17,659	17,835
				16,543	16,874	17,718	18,426	18,611
				17,233	17,578	18,457	19,195	19,387
COOK	37.5	RSS161	13	16,898	16,610	16,810	17,483	17,658
				16,409	16,737	17,674	18,277	18,460
				17,123	17,465	18,339	19,072	19,263
				17,836	18,193	19,102	19,899	20,085
WARD CLERK	35	RSS139	14	16,226	16,651	17,378	18,073	18,284
PROGRAM WORKER (M)	35	RSS087B		16,964	17,303	18,168	18,895	19,084
WELLNESS PROGRAM WORKER		RSS093		17,702	18,056	18,959	19,717	19,914
				18,439	18,808	19,748	20,538	20,743
REG NURSING ASSISTANT	37.5	RSS149	16	18,758	17,093	17,948	18,608	18,862
REG NURSING ASSISTANT	37.5	RSS136		17,519	17,869	18,763	19,513	19,708
ADJUVANT	35	RSS135		18,281	18,647	19,579	20,362	20,566
ADJUVANT	35	RSS153		19,042	19,423	20,394	21,210	21,422

28-Sep-92 MACASSA A WENTWORTH - C U P E 167 JOB EVALUATION SALARY SCHEDULE

POSITION TITLE	HOURS OF WORK	WP NO.	SALARY GRADE	JOB EVAL RANGE FEB 1/91	JOB EVAL RANGE AUG 1/91	JOB EVAL RANGE FEB 1/92	JOB EVAL RANGE FEB 1/93	JOB EVAL RANGE AUG 1/93
RECREATIONIST II	35	RSS143	17	17,819	18,175	19,084	19,848	20,048
RECREATIONIST II	35	RSS073		18,828	19,001	19,951	20,749	20,956
				19,439	19,828	20,819	21,652	21,868
				20,249	20,854	21,887	22,554	22,780
INTAKECOUNSELLOR	35	RSS155	18	18,350	18,717	19,653	20,439	20,843
INTAKECOUNSELLOR (RED CIRCLED)		RSS125A		19,184	19,568	20,548	21,388	21,582
				20,018	20,418	21,439	22,297	22,520
				20,852	21,269	22,332	23,228	23,458
							0,000	
RECREATIONIST I	35	RSS072	10	18,880	19,258	20,220	21,029	21,240
SSW MACASSA	35	RSS125B		19,739	20,134	21,140	21,988	22,208
SOCIAL SERVICE WORKER		RSS094		20,597	21,009	22,059	22,942	23,171
				21,455	21,884	22,978	23,897	24,138
VOLUNTEER CO-ORDINATOR	35	RSS074	21	19,942	20,341	21,354	22,212	22,434
VOLUNTEER CO-ORDINATOR		RSS065		20,849	21,268	22,329	23,222	23,455
				21,755	22,190	23,300	24,232	24,474
				22,662	23,115	24,271	25,242	25,494

## **LETTER OF UNDERSTANDING - INTERVIEWING/TESTING**

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

If testing is being used as an assessment technique then:

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

In the event that interviews are held;

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

## **LETTER OF UNDERSTANDING - ARTICLE 12**

The parties agree that:

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

### **LETTER OF UNDERSTANDING: FULL TIME OFFICER**

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

### **LETTER OF UNDERSTANDING - INFORMATIONKIT**

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

### **LETTER OF UNDERSTANDING - FLEXIBLE BENEFITS**

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

### **LETTER OF UNDERSTANDING - TEMPORARY MODIFIED WORK**

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**

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 - INFORMATION COLA**

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

### **LETTER OF UNDERSTANDING - BRIDGING**

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.

## APPENDIX 7

### LIFE INSURANCE

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

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

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

#### Life Insurance at Retirement

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

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



**APPENDIX "B"**

**SUMMARY OF BENEFITS**

**THE REGIONAL MUNICIPALITY OF HAMILTON-WENTWORTH**

**WENTWORTH LODGE - C.U.P.E. 167 - ACTIVE**

**GROUP NUMBER: 6500H**

**ISSUED - MAY 1991**

## SUMMARY OF BENEFITS

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

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

### ELIGIBLE EMPLOYEES

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

### ELIGIBLE DEPENDENTS

Dependents (if **applicable**) Include:

- i)** your spouse or common-law spouse;
- ii)** unmarried, unemployed children under the age of 22 years, including **newborns**;
- iii)** unmarried, unemployed dependent children to any age who are Incapable of **self sustaining** support or employment by reason of mental or physical **disability**;
- iv)** **unmarried**, unemployed **dependent** children **over 22** but under **25** years of age in full time attendance **at** a school, college or university.

### CHANGES IN BENEFIT COVERAGE

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

**Should** be directed to the Human Resource Department.

### INQUIRIES ON BENEFIT COVERAGE

For details of your plan, contact the Benefit Section of the Finance Department.

## HEALTH BENEFITS

### EXTENDED HEALTH BENEFITS (EHB)

**Deductibles** - \$10. **for** Employee per benefit period'  
- \$10. **maximum** for all dependents per **benefit period\***  
100% reimbursement of eligible charges in excess of the deductible amount.

**Paramedical** Services - **maximum** amounts allowed subject to the **EHB** Plan deductible and percentage reimbursement **shown** above.

#### **a)** Clinical **Psychologists**:

First **visit** - up to \$35.00  
Subsequent visits - up to \$20.00 per hour  
Maximum amount allowable - \$200.00 per person per benefit period'

#### **b)** Registered Masseurs:

Per treatment - up to \$7.00  
Maximum number of treatments - 12 per person per benefit period'

#### **c)** **Speech Pathologists**:

Maximum amount allowable - \$200.00 per person per benefit period\*

#### **d)** **Chiropractor**:

Maximum amount allowable - \$200.00 per person per benefit period'

### **Semi-private** Hospital Accommodation **Plan**

Deductible - Nil  
100% reimbursement of the reasonable and customary charge made by a **hospital**

**Hearing Aid Plan** - subject to the **EHB** Plan deductible

Maximum lifetime amount allowable - **\$300.00**  
(Effective February 1, 1992, the maximum amount allowable will increase to \$300.00 every **36** consecutive months.)

Vision Plan - subject to the EHB Plan deductible

Maximum amount allowable - \$200.00 every 24 consecutive months. (Effective February 1, 1992, the maximum amount allowable will increase to \$250.00 every 24 consecutive months.)

#### Plus

\$200.00 lifetime maximum for contact lenses required to correct visual acuity to 20/40

EHB Overall Maximum - Unlimited

#### DENTAL BENEFITS

Plan 9, Riders 2, 3, 4

Deductible - Nil

#### Co-payment

Plan 9 - 100% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide.

Riders 2, 3, 4 - 50% reimbursement of eligible charges up to the amount specified in the applicable Fee Guide.

#### Maximums

Plan 9 - Nil

Riders 2, 4 - \$1,000. combined maximum per benefit period\*

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

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

\* A 'benefit period' is a calendar year (January 1 to December 31).

#### TERMINATION OF BENEFITS

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

- the date your employment terminates
- the last day of the month in which you early retire under the criteria of your pension plan. Duplicate coverage will continue under the retiree group until your normal retirement date.
- the last day of the month of your normal retirement date, death, change in classification.
- the termination date of the Group Contract.

#### EXTENSION OF COVERAGE - DISABILITY SEMIPRIVATE HOSPITAL AND EXTENDED HEALTH BENEFITS

In the event of termination of employment and the Employee or one of his dependents is disabled, coverage will continue for that individual provided premiums are paid, for up to 90 days.

#### CERTIFICATES

Your Blue Cross identification certificate shows the group and identification number to be used on claims and correspondence.

#### CO-ORDINATION OF BENEFITS

If you have similar benefits through any other insurer, the amount payable through this Plan shall be co-ordinated so that payment from all coverages shall not exceed 100 percent of the allowable expenses.

## **PLAN FOR SEMI-PRIVATE HOSPITAL ACCOMMODATION**

### **BENEFITS**

Unlimited days coverage for the difference between the amount charged for standard room "ward" accommodation and "semi-private room accommodation" occupied in public general or convalescent hospitals. If you occupy private room accommodation in hospital this Plan will pay up to the semi-private level.

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

### **CHRONIC CARE**

This Blue Cross Plan provides coverage for the cost of semi-private accommodation occupied in public chronic hospitals and chronic units of public general hospitals. Please note however, that this does not cover accommodation in psychiatric hospitals or nursing homes.

### **OUT-OF-PROVINCE**

Charges incurred outside Ontario for semi-private accommodation will be reimbursed up to the cost of comparable semi-private accommodation in Ontario when standard ward charges are paid by the Ontario Health Insurance Plan (OHIP).

### **CLAIMS**

- Reimbursement will be made by Blue Cross to the hospital if billed directly by the hospital; or
- claim reimbursement directly from Blue Cross by submitting a detailed hospital account or paid hospital receipt to Ontario Blue Cross, 150 Ferrand Drive, Don Mills, Ontario M3C 1H6.

### **CONVERSION**

When an Employee or dependent leaves the group, application may be made for conversion to an individual plan. This conversion privilege is particularly valuable to persons terminating employment and to children who no longer qualify as dependents because of age, marriage or employment.

Application for conversion to an individual plan must be made within 30 days of leaving the group.

## **VISION PLAN**

### **BENEFITS**

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

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

### **LIMITATIONS**

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

### **EXCLUSIONS**

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

### **CLAIMS**

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

or

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

## EHB (EXTENDED HEALTH BENEFITS)

The benefits described below are available to you through Blue Cross Extended Health Benefits.

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

### GENERAL INFORMATION

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

### BENEFITS

1. **DRUGS - Formulary three:** Drugs purchased on the prescription of a medical doctor or dentist, which a pharmacist would not normally dispense without a prescription, including serums, injectibles and insulin, needles, syringes and testape for use by diabetics. Drugs not approved for legal sale to the general public in Canada are not eligible. The name, strength and quantity of the drug must be shown on all receipts.
2. **PRIVATE NURSING:** Charges for private nursing services which require, and can only be performed by the Registered Nurse (RN) or Registered Nursing Assistant (RNA); when such services are provided in the home or hospital by a nurse who is registered in the jurisdiction in which the services are performed and is neither a relative of the patient nor an Employee of the hospital. Nursing services must be certified medically necessary by the attending physician. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.  
  
A Blue Cross "Authorization Form for RN Services" must be completed by the attending physician and submitted to Blue Cross. When the services are extended for more than 30 days, prior approval must be obtained from Blue Cross on a monthly basis.
3. **PHYSIOTHERAPY:** Charges for the services of a licensed or registered physiotherapist who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of his/her services.

4. **DIAGNOSTIC SERVICE:** Diagnostic services performed at a hospital.
5. **ACCIDENTAL DENTAL:** Dental care for natural teeth, necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Payment will be made up to the fees set out in the Ontario Dental Association suggested Fee Guide for General Practitioners in effect on the date of treatment. The replacement of natural teeth will be limited to \$500.00 per accident.
6. **PREDETERMINATION OF BENEFITS AND ALTERNATE BENEFIT PROVISION- ACCIDENTAL DENTAL**

Prior to the commencement of a course of dental treatment which will involve the use of crowns, bridges and/or dentures and which is expected to cost \$300.00 or more, a covered person should obtain from the attending dentist and submit to Blue Cross a treatment plan outlining the procedures and charges. The dentist may be requested to submit any relevant x-rays. After reviewing the estimate we will advise the patient of the amount allowable by Blue Cross.

Alternate dental procedures will be taken into account when reviewing the treatment plan. Payment for a less expensive procedure may be made towards the cost of a more elaborate procedure or appliance chosen by the patient and dentist.

**NOTE:** If a treatment plan is not submitted before treatment starts, Blue Cross reserves the right to pay **benefits** based on the least expensive procedure which will provide a professionally adequate result. The difference between the amount payable by Blue Cross and the dentist's charge is the covered person's **responsibility**.

7. **PROSTHETIC APPLIANCES:** Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), ostomy supplies (where a surgical stoma exists), corrective prosthetic lenses and frames (once only for **persons** who lack an organic lens or **after** cataract surgery), custom-made **boots** or shoes or adjustments to stock item footwear.
8. **DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator (a device to provide artificial respiration), **standard**-type wheelchair.
9. **HEARING AIDS:** Payment will be made towards the purchase of a hearing aid when prescribed by a licensed physician or hearing specialist. Eligible charges include the cost of repairs and initial batteries. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for ear examinations,

tests or replacement batteries. (Note: Effective February 1, 1992 replacement batteries will be considered an eligible expense).

10. MEDICAL SERVICES AND SUPPLIES: bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.
11. AMBULANCE: Licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).
12. PARAMEDICAL SERVICES: Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:
  - a. Clinical Psychologists;
  - b. Masseurs - when the patient's attending physician authorizes in writing that **such** treatment is necessary;
  - c. Speech Pathologists - when the patient's attending physician or dentist authorizes in writing that such treatment is necessary;
  - d. Chiropractors • benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.
13. EMERGENCY TREATMENT - OUT OF PROVINCE: Payment will be made for the following reasonable **and** customary charges incurred for emergency treatment while travelling or temporarily residing outside your province of residence, and which are in excess of the provincial health plan allowance:
  - room and board in a licensed hospital up to ward level
  - hospital services and supplies
  - diagnosis and treatment by a physician or surgeon.



## LIMITATIONS

This Extended Health Benefits group coverage does not pay for:

- Services normally paid through any provincial hospital plan, any provincial medical plan, Workers' Compensation board, other government agencies or any other source.
- Services provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, health spa, or when a patient is confined to a nursing home or home for the aged and receives Ontario government assistance. (This limitation does not apply to charges for Semi-Private accommodation).
- Dental care (except as outlined under 'Benefits').
- Rest cures, travel for health reasons or insurance examinations.

## HOW TO CLAIM BENEFITS

When receipts (or bills) for allowable expenses exceed the deductible amount (if applicable) in any benefit period\*, they should be sent with a claim form to:

**ONTARIO BLUE CROSS**  
150 Ferrand Drive  
Don Mills, Ontario  
M3C 1H6

All receipts (or bills) should be on the printed letterhead of the person providing the service and must show clearly:

- (a) Name of the patient
- (b) Description of service provided (drug claims must indicate the prescription number, name, strength and quantity of the drug)
- (c) Date(s) of service provided
- (d) Amount charged for each service

When your claim has been processed, Blue Cross payment for the appropriate amount will be sent to you.

It is suggested that fairly small receipts for continuing items, such as drugs, should be accumulated over a reasonable period before being submitted for payment. This makes for greater convenience in handling claims, both for you and Blue Cross.

## TAKE IT WITH YOU

When an Employee or dependent leaves the group, application may be made for conversion to an individual plan. This conversion privilege is particularly valuable to persons ~~terminating~~ terminating employment and to children who no longer qualify as dependents because of age, marriage or employment.

Application for this special non-group "pay direct" coverage must be made within 30 days of leaving the group; ~~contact~~ contact the Benefits Section of the Finance Department for a brochure.

- 'Benefit Period' is defined in the 'Summary of Benefits'.

## APPENDIX "C"

### DENTAL BENEFITS

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

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

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

#### BENEFITS

#### PLAN 9

**Examinations** - includes complete oral examinations and recall oral examinations (maximum of 2 per calendar year)

**Consultations** - with patient or with another dentist

**Radiographs** - includes complete series every 24 months, panoramic films and posterior bitewing radiographs (maximum of 2 per calendar year)

**Diagnostic Services** - includes bacteriologic cultures, biopsy and cytological examinations

**Preventive Services** - includes prophylaxis (cleaning), fluoride treatment, oral hygiene instruction (maximum of 2 per calendar year), pit and fissure sealants and space maintainers

Fillings

**Extractions** - includes root extractions

Anaesthesia

**Endodontic Services** - includes root canal therapy, periapical and emergency services

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

## **Denture Repairs, Minor Adjustment, Relining/Rebasing**

Surgical Services - includes surgical incision/excision and frenectomy

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

### **Rider 2**

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

#### **Major Denture Adjustments**

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

### **Rider 3 (for dependent children to age 18)**

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

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

#### **Orthodontic Treatment**

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

### **Rider 4**

Restorative Services - includes post/core, crown, inlays/onlays and gold foil restorations

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

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

## **PREDETERMINATION OF BENEFITS AND ALTERNATE BENEFIT PROVISION - CROWNS, BRIDGEWORK, DENTURES**

Prior to beginning dental treatment which will involve the use of crowns, bridgework and/or dentures and which is expected to cost \$300.00 or more, you must obtain from your dentist and submit to Blue Cross, a treatment plan outlining the procedures and charges. Blue Cross may also request your dentist to submit any relevant x-rays. After reviewing the plan, you will be advised of the amount of reimbursement.

Alternate dental procedures will be taken into account when reviewing your treatment plan. Payment for a less expensive procedure may be made towards the cost of a more elaborate procedure or appliance chosen by you or your dentist.

If you do not submit a treatment plan before treatment begins, Blue Cross reserves the right to pay benefits based on the least expensive alternate procedure which will provide a professionally adequate result. The difference between the amount payable by Blue Cross and the dentist's charge is your responsibility.

**Benefits are not payable for:**

- Services or supplies not listed under Benefits.
- Services or supplies for cosmetic purposes.
- Charges for procedures or appliances connected with implants.
- Charges for procedures in **excess** of those stated in the Fee Guide for General Practitioners.
- Services or supplies covered by any government plan.
- Services which commenced prior to your effective date of coverage, or for services completed after the termination of coverage.

### **How to Claim Benefits**

A standard Blue Cross/ODA/CDA dental claim form completed by you and the dentist should be submitted directly to Blue Cross at 150 Ferrand Drive, Don Mills, Ontario M3C 1H6. Payment will be made directly to you.

If you wish, payment may be made directly to the dentist by completing the appropriate box of the claim form, assigning payment to your dentist.

APPENDIX "D"

**INCOME PROTECTION PLAN**

**This Plan is comprised of two parts:**

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

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

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

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

## **SECTION A**

### **1. INTRODUCTION TO INCOME PROTECTION PLAN**

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

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



## **2. DEFINITIONS**

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

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

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

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

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

## **SECTION B**

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

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

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

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

- (ii) Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to illness/non-occupational injury will constitute an occasion:
  - (a) from the first day of absence for the first two occasions of absence in a calendar year, and
  - (b) from the second day of the third absence in the calendar year, and
  - (c) from the third day of the fourth absence in the calendar year, and
  - (d) from the fourth day of the fifth and subsequent absences in a calendar year.
- (iii) Where available, sick leave credits may be used to replace the unpaid days as provided for in (b), (c), and (d) above.
- (iv) When an Employee can demonstrate to the Employer that he/she can only attend his/her physician as part of regular ongoing treatments during the day, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the Employee must provide the Employer with documentation from his/her physician at the commencement of the ongoing treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.

- (v) An Employee shall be provided up to two one-half (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 (15th) 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 than 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) Workers' 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. (i) DEFINITION OF TOTAL DISABILITY**

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

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

**(ii) RECURRENT DISABILITIES**

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

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

## 20. REHABILITATIVE EMPLOYMENT

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

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

## 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 Workers' Compensation board award up to 100% of regular earnings.
- (V) The number of credits to be deducted from the Cumulative Sick Leave Allowances balance shall be pro-rated equal to the ratio of supplementary payments to regular earnings.



# Declaration of Management Policy

We observe and uphold the

# HUMAN RIGHTS CODE, 1981

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

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

The Code provides for freedom from harassment in employment and accommodation on the grounds of sex, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, handicap, age, family status, marital status, the receipt of public assistance and record of offences.

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

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

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

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