

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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**THE CITY OF HAMILTON**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1041, C.U.P.E.**

**JANUARY 1, 2004 – DECEMBER 31, 2007**

13067(02)

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## **1. SCOPE**

- 1.1 The City of Hamilton recognizes the Union as the sole and exclusive bargaining agent for all front-line supervisors employed by the City of Hamilton save and except those employed above the rank of front-line supervisors, those persons acting in a confidential capacity in matters relating to labour relations and those employees covered by a subsisting collective agreement.
- 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 arbitrations provisions set forth in this agreement.
  - (c) the Union shall be provided written notice of any additional positions or job classifications that are deemed appropriate for inclusion in Schedule "A"

## **2. EMPLOYER RESPONSIBILITY**

The Employer accepts the following responsibilities:

- 2.1 The Employer recognizes CUPE Local 1041 the Union as the exclusive Bargaining Agent for all Employees coming within the scope of this agreement and more particularly described in Schedule "A" and they are hereinafter referred to as "Employee" or "Employees", whichever is the case.
- 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 life of this agreement, and during the period of negotiation of any revisions to this agreement or of a new agreement, including the period of arbitration, there shall be no lockout.
- 2.4 The Employer agrees that there shall be no discrimination against any person in the employing or continuing to employ, because of race, creed, colour, nationality, ancestry, or place of origin of any person.

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**

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 life of this agreement and during the period of negotiation of any revision to this agreement, or of any new agreement, including the period of arbitration, there shall be no strike or other cessation of work.

3.4 The Union agrees that it will not discriminate against any member or person employed by the Employer because of race, creed, colour, nationality, ancestry, or place of origin.

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 reasons, and

(c) to introduce new and improved facilities and methods to improve the efficiency of the operations of the Employer, but such exclusive functions of the Employer are subject always to the provisions of this agreement.

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

**4. STANDARD HOURS OF WORK**

4.1 The standard hours of work for the various classifications shall be as set out in Schedule "A" attached hereto. A one hour unpaid lunch period will be provided in each standard work day. Starting and stopping times on a normal work day shall be dependent on the nature of the operation.

At the sole discretion of management, the Employer may initiate a paid twenty (20) minute lunch period.

4.2 In all departments the standard working days shall be five (5) Monday to Friday inclusive, with the exception that Employees assigned to shift work, maintenance and trouble calls will be required to work on any regularly scheduled five (5) day period in any weekly period of seven (7) days, and the exceptions noted for EMS and water/wastewater treatment facility supervisors.

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

4.4 The aforementioned Standard Hours of Work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum or as a restriction on any maximum number of hours to be worked.

**5. ANNUAL VACATIONS**

5.1 (a) An Employee shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to his/her credited service as follows effective January 1, 2006:

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

Column I Years of Service	Column II Vacation with Pay
0-1 year of service	one day per full month of service to a maximum of ten days
1 Year	3 weeks plus 2 days and thereafter
3 Years	4 weeks plus 2 days and thereafter
9 Years	5 weeks plus 2 days and thereafter
17 Years	6 weeks plus 2 days and thereafter
20 Years	6 weeks plus 3 days and thereafter
21 Years	6 weeks plus 4 days and thereafter

22 Years	7 weeks
23 Years	7 weeks plus 1 day and thereafter
25 Years	7 weeks plus 2 days and thereafter

(b) Notwithstanding the schedule of vacation leave above noted, an Employee, who has been granted and taken vacation leave and terminates his/her employment with the Employer before the anniversary date when the Employee commenced work, shall have the unearned portion of vacation leave deducted from his/her termination pay as per Article 6.

(c) During the first year of employment, Employees will, upon request, be automatically granted one (1) week of leave of absence without pay following completion of his/her probationary period and at a time suitable to the Department Head. To qualify for this leave, the Employee must have completed his/her probationary period during the first year and no part of this leave may be carried forward into the next year.

5.2 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, weekend premium, overtime, or other increments.

5.3 The vacation period shall commence from and including January 1st and continue to and including December 31st of the same year. Employees may carry forward up to five (5) days of vacation from one vacation period to another, with the approval of the applicable General Manager of the Department.

5.4 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.

5.5 Employees shall, when practicable, be granted the vacation period preferred by the Employee. Preference in choice of vacation dates shall be given to senior Employees provided that the efficiency of operations of the Employer is not unduly interrupted thereby. Vacation schedules shall be arranged and posted at least two (2) months before the vacation period commences. Vacations shall commence at the beginning of a calendar week unless the demands of the operations of work of the Employer make this impossible.

5.6 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, maternity/parental leave or leave of absence



for Union business. All other periods of absence, other than those noted above, will reduce an employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year.

**5.7 Where an Employee**

- (a) is hospitalized (defined as "admitted as an in-patient requiring an over-night stay in the hospital") while on vacation and who qualified for sick leave, or,
- (b) is entitled to bereavement pay under the terms of Article 21.2 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.

In addition to the foregoing, should an Employee, while on vacation, suffer an illness or injury of a degree of significance or seriousness which would be equivalent to those which might otherwise require the type of confinement described in (a) or (b) above, he/she may apply to the Director of Labour Relations, or his/her designate, for re-instatement of his/her vacation credits for the period of incapacity. The Employee may be required to provide medical documentation, as provided by the Employee's attending physician, to substantiate his/her application.

**6. SEPARATION VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE**

6.1 An Employee who separates or retires shall be paid separation vacation pay on the basis of the following:

Column I Vacation Qualification	Column II Separation Vacation Pay
one day per full month of service to a maximum of ten days	4%
3 weeks plus 2 days	6.8%
4 weeks plus 2 days	8.8%
5 weeks plus 2 days	10.8%
6 weeks plus 2 days	12.8%
6 weeks plus 3 days	13.2%
6 weeks plus 4 days	13.6%
7 weeks	14%
7 weeks plus 1 day	14.4%
7 weeks plus 2 days	14.8%

- 6.2 Separation vacation entitlements, as set out in Column II, shall be calculated on the basis of the following, subject to clause 5.1(b):
- (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.
- 6.3 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.
- 6.4 Should death occur to an Employee, an unpaid vacation pay will be paid to the estate of the deceased Employee.

## **7. STATUTORY HOLIDAYS**

- 7.1 The Parties agree to the following Statutory Holidays with pay: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, and such other holidays as may be proclaimed or declared by law and are recognized by the Employer. Payment for Statutory or Proclaimed Holidays shall be at the Employee's standard basic daily rate of pay.

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.

- 7.2 Employees required to perform work on a seven (7) day week shift basis shall be entitled to a lieu day off should any designated Statutory or Proclaimed Holiday fall on his/her scheduled day off, excluding water/wastewater treatment facility supervisors.
- 7.3 Employees required to perform work on any of these Statutory or Proclaimed

Holidays shall, in addition to the remuneration as outlined in Article 7.1 be paid at double time (2) for all hours worked.

**7.4** An Employee shall not be paid for any Statutory Holiday

- (a) if they do not work on such Holiday without good cause when they have been scheduled to do so, or
- (b) if they have been absent without good cause on the scheduled working day immediately preceding or succeeding such Holiday, or
- (c) the Employer shall determine whether there has been good cause for such absence, subject to the limitation that Holiday pay shall not be unreasonably withheld.

**8. BENEFIT PLANS**

**8.1** The benefits provided hereunder shall continue for the life of this agreement.

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

**8.3** On completion of probationary period of one-hundred (120) calendar days 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 "C".
- (c) Dental care plan as per the attached Appendix "C".
- (d) Notwithstanding the foregoing, probationary Employees will be given access to Short Term Disability Protection as detailed in the attached plan Appendix "B" after completion of their probationary period. The provisions of the "Cumulative Sick Leave Attendance" Bylaw, as amended, shall continue as modified by the Income Protection Plan.
- (e) Long Term Disability protection as detailed in the attached plan Appendix "B".
- (f) Where an Employee is required by the Employer to be immunized, the Employer agrees to provide or reimburse Employees for the cost of immunizations not covered by OHIP. Where a prophylactic alternative to immunization is available it may be taken as a substitute to immunization

where appropriate based on medical or religious grounds. It is understood that the Employer cannot force an Employee to be immunized or to take the prophylactic alternative without their consent. It is further understood that where such immunization (or the prophylactic alternative to immunization) is required in order for the Employee to attend work and the Employee refuses the immunization or its substitute, they may be placed on unpaid leave with no loss of seniority. In this event the Employer agrees to take reasonable steps to accommodate workers through alternate work arrangements.

- 8.4 All Employees shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS).
- 8.5 The age of retirement for Employees shall be the first day of the month following that in which the Employee attains his/her 65th birthday.
- 8.6 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.
- 8.7 The Union agrees that the Employer may allocate the Unemployment Insurance Premium Rebate received for each Employee towards the annual cost of benefit plan.
- 8.8 (a) In order to qualify for short-term disability benefits, Employees must provide a fully completed short-term disability claim form, attached hereto as Appendix "D".
- (b) Claim forms covering any illness or injury will not be accepted by the Employer and the Employee will not be eligible for STD benefits for the absence in question, unless the form is submitted within one (1) week from the date the Employee's obligation to provide documentary verification for their absence first arose under the Regulations of Appendix "B".
- 8.9 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.

Should the Employee not arrange a re-payment schedule with the Employer within a reasonable period of time, the Employee agrees that the Employer shall have the right to deduct, from the Employee's regular pays, an amount not to

exceed the amount allowed by law, for the number of pays required, in order to recover said monies.

8.10 A former Employee who:

- (a) retired from the Employer under the OMERS 90 factor; or,
- (b) retired from the Employer on an early OMERS pension, is between the ages of 55 and 65, and, at the date of their retirement had twenty (20) continuous years of employment with the Employer; or,
- (c) was terminated for non-disciplinary reasons, effective April 1, 1996, while in receipt of LTD benefits;

is eligible for the following benefits:

Extended Medical Plan,  
Dental Plan  
Group Life Insurance

subject to the conditions that,

- (i) these benefits will only be provided if similar coverage is not available to the former Employee from another source; (with the exception of private life insurance plan) and,
- (ii) these benefits will terminate on the last day of the month in which the former Employee attains the age of 65 years; and,
- (iii) these benefits terminate upon the death of the former Employee; and,
- (iv) in the case of a former Employee terminated as per 8.10(c) above, while on LTD benefits, these benefits terminate at the same time as their LTD benefits, pursuant to the claim which was active at the time of their termination; and,
- (v) benefits will be provided in accordance with the terms of the Current Plan.
- (vi) the former employee and their dependents must maintain eligibility in a provincial health plan.
- (vii) only one (1) spouse will be considered as being covered at any time.

8.11 The Employer agrees to continue coverage for all benefits plans for laid off Employees for a period of thirteen (13) weeks providing the Employee has completed their probationary period. In the event the layoff is deemed by the Employer as temporary and exceeds thirteen (13) weeks the Employer agrees to continue benefits for the entire period of the temporary layoff. Benefit plans shall mean dental, drug, vision care, group life and Ontario Health Insurance.

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

9.1 Notice of permanent vacancies shall be posted in a prominent place in all departments within eighty-four (**84**) hours of a vacancy.

9.2 When filling vacancies in the bargaining unit in a higher or lower classification, the applicant shall be awarded the promotion 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 are factors to be considered when assessing the knowledge, efficiency and ability of an applicant to do the work of the job.

(b) In promotions and demotions, the following factors should be considered:

- (i) seniority
- (ii) knowledge, efficiency and ability to do the work of the job

and when applicants with respect to factor (ii) are relatively equal in the judgement of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, factor (i) shall govern.

First consideration will be given to internal applicants within the bargaining unit. In the event that the General Manager of Human Resources and the Department Head concerned believe that there may not be Employees within the Civic Service with the qualifications required, the position may be advertised internally and externally simultaneously.

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's qualifications as outlined in 9.2 (a) and (b) above, have been adequately and justly considered by the Employer and any grievance arising out of promotions shall be confined to these considerations.

The provisions of this clause shall not apply to transfers which are defined as a lateral move within a job classification. Transfer requests are subject to the provisions of Article 9.13.

### **9.3 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:

- (a) candidates shall be given reasonable notice of the testing date
- (b) candidates shall be apprised of the general nature of the subject matter upon which they will be tested and will be given reasonable access to relevant materials in the Employer's possession.
- (c) candidates shall be told in advance what is expected as a passing grade
- (d) reasonable steps shall be taken to ensure that all applicants taking the test should do so under similar circumstances
- (e) the content of the test must be relevant to the duties of the job being applied for. Applicants will be provided with a list of scores in a manner that does not identify applicants; and will be permitted to review their own scored tests.

In the event that interviews are held:

- (i) at least two members of management shall be present during all interviews;
- (ii) interview questions and responses shall be recorded to the degree that this is possible;
- (iii) questions must be relevant to the qualifications necessary to do the job;

(iv) questions must be consistently asked of all applicants.

- 9.4 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.
- 9.5 The promotion of Employees to positions outside the bargaining unit is not covered by this Agreement and shall not be subject to the terms of this Agreement except as provided in Article 9.5 hereof.
- 9.6 If an Employee is promoted or appointed to a position, whether included in, or excluded from the scope of this Agreement, and within sixty (60) working days proves unsatisfactory in his/her new position, or if the Employee requests, in writing, he/she shall be returned to his/her former position without loss of seniority or wage rate.

In the event of a temporary transfer to a position outside the bargaining unit, the Employee shall retain seniority within this bargaining unit for a period of up to thirty (30) months. During this thirty (30) month period the Employee shall pay union dues to both units, as may be applicable. The Employee shall have the right to return to his/her former position in the bargaining unit at any time during the thirty (30) month period with full seniority. Thereafter the Employee's seniority within this unit will cease.

Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position without loss of seniority.

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

- 9.7 In the matter of lay-off and rehire the following factors shall be considered:
- (a) The seniority of the Employees involved.
  - (b) Efficient operation of the services involved.
  - (c) Ability of the senior Employee involved.

The factor enumerated in (a) shall govern provided the factor enumerated in (b) is not unduly interrupted and provided the factor enumerated in (c) is sufficient to do the work required.

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



- 9.9 The Employer will endeavour to give as much notice as possible to the Employees affected.
- 9.10 The Employer agrees that within a period of thirty (30) 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 thirty (30) days after receipt thereof in which event the said objection is subject to the provisions of Articles 11 and 12 of this agreement except that it is to be processed commencing with step two (2) of the grievance procedure set forth in Article 11.
- 9.11 Any classification set forth under Schedule "A" of this agreement that is altered or varied by the Employer is subject to the provisions of Articles 11 and 12 of this agreement.
- 9.12 Where an employee is temporarily assigned a higher classified position whether included or excluded from the bargaining unit, they will be paid at the first ~~(1)~~ step of the temporary assigned classification or 4% of their current base wage rate, whichever is higher. Such wage rate increases are only applicable for a temporary assignment beyond a minimum of five (5) working days.
- 9.13 An Employee may fill a temporary position created as a result of one of the following conditions:
- (a) Maternity/Parental Leave The term of the temporary posting shall be for the term of the illness or maternity/parental leave but shall not exceed twelve (12) 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.
  - (d) Illness The term of the temporary posting for leave of absence shall not exceed thirty (30) continuous 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 shall be posted and filled when it is reasonable to expect that the vacancy may extend beyond eight (8) weeks. Notations shall be made

on the posting that the vacancy is due to one of the conditions.

If it is determined that the position is to be filled, Employees in the section who meet the requirements of the job description shall, in seniority order, be offered the vacant position for the duration of the vacancy or until any required posting and filling process is complete.

Upon the return of the absent Employee, an Employee filling the position on a temporary basis, or the junior Employee in the event more than one position in the same classification was being filled on a temporary basis, shall be returned to their former position. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their position without loss of seniority.

Any Employee who requests to be returned to their former position shall not prejudice their 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.

#### 9.14 EXTERNAL HIRES TO TEMPORARY POSITIONS

- (a) Temporary positions filled as a result of vacancies as set out in 9.12 may be awarded to external hires in the event no qualified regular Employee is awarded the position.
- (b) Any external hire employed on a temporary posting shall be covered by the terms of this agreement except that they shall not accumulate seniority unless subsequently employed as a regular Employee.
- (c) An external hire employed in a temporary posting in excess of the time periods set out in Article 9.12 above shall automatically become a member of the bargaining unit and shall be entitled to full rights of the collective agreement unless a mutually agreed extension is confirmed in writing by the parties.
- (d) The cessation or expiry of a posting in which an external hire is employed shall not be the subject of any grievance (i.e. individual, group, policy or otherwise) and shall not be subject to any of the requirements, restrictions or obligations under the Collective Agreement including provisions respecting layoff, termination, dismissal or reduction of hours unless triggered by (c) above.

- (e) In the event that an external hire becomes a bargaining unit Employee the Employee will be credited with seniority for their time worked.

9.15 The Employer agrees that an Employee may request, in writing, of their Department Head, a lateral transfer from one work location to another for purposes that are reasonable and justified. Such a request for transfer is limited to one per year and is restricted to work areas under the jurisdiction of the Department Head. The Employee requesting the transfer must be able to perform the work required in the new work area into which he/she wishes to be transferred. Such transfers may only occur where there is a vacancy or the mutual consent of the Employees affected. In the event more than one wishes a transfer, the senior Employee within the bargaining unit will be given preference.

The employer agrees that Stewards shall not be transferred from one reporting location to another unless the need for such transfer is reasonable and necessary to the efficient operation of the Employer's business.

The above provisions shall apply to transfers other than those brought about by vacation, absenteeism, or emergency situations.

## **10. JOB DESCRIPTION AND EVALUATION**

10.1 The procedure for describing and rating a job shall be in accordance with the Job Evaluation Plan specified in the attached Appendix "E".

## **11. SENIORITY**

### SENIORITY RATING

11.1 Seniority in the Local 1041 bargaining unit shall commence and accumulate from the point in time that an individual was appointed to a frontline foreperson's and/or frontline supervisor's position with the City of Hamilton and/or any predecessor municipality.

11.2 Employees with less than one-hundred and twenty (120) calendar days continued service with the Employer, in the bargaining unit, will be considered probationary. Such Employees shall attain seniority rights only after completion of such probationary period. Notwithstanding anything to the contrary contained in this Agreement, the Employer shall have exclusive right to discharge Employees within the first one-hundred and twenty (120) calendar days of their employment, and such discharge may not become the subject of any grievance under the provisions of this Agreement.

- 11.3 Notwithstanding 11.1 above, for the purposes of vacation entitlement an Employee's length of service shall commence and accumulate from the date on which he/she entered the service of the Employer.

For greater clarity, all employees within this bargaining unit will have "Bargaining Unit Seniority" for the purposes of layoff and promotion based on the date they became a Frontline Supervisor. Time spent in any classification that does not fall within this bargaining unit will not count towards seniority.

- 11.4 The Employer agrees to compile yearly, in the month of January, a seniority list showing the names of all employees, each employee's number, the date of hire and the respective seniority dates.

Copies of the said listing shall be delivered to the Secretary of the Union and President.

- 11.5 Protests regarding seniority standing must be submitted by the Union in writing to the Director of Labour Relations within sixty (60) days from the date seniority lists are posted. When proof of error is presented by an Employee or his/her representative, such error shall be corrected, and when so corrected, the agreed upon seniority date shall be final. No change shall be made in the existing seniority status of any Employee unless concurred with by the Union.

#### LOSS OF SENIORITY

- 11.6 (a) (i) dismissal for just cause, or
- (ii) voluntary resignation in writing, or
- (iii) failure to report for work within a period of two (2) working days after confirmation of recall and further five (5) working days after sending a telegram of notice to return to work; or
- (iv) absence without leave, or
- (v) a lay off extending continuously for a period of ten (10) months.
- 11.7 Prior to terminating Employees, the Employer shall notify the Union of its decision to terminate.

## **12. GRIEVANCE PROCEDURE**

12.1 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.

12.2 In order to ensure that any differences between the parties are remedied as quickly as possible the parties agree they shall attempt to resolve issues through an informal complaint process involving their direct Supervisor, prior to filing written grievances.

In the event an issue remains unresolved the parties agree that the following procedure for submitting and dealing with grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended by mutual consent.

Both parties agree an Officer of the Local and/or the Grievance Committee Chairperson or their designate shall sign grievances that are submitted. Further, to be considered official, all grievances shall be assigned a unique grievance tracking number by the Local Union office.

12.3 **STEP ONE:** The Union shall submit a written grievance to the Director of Labour Relations within ten (10) working days of an issue being identified.

The Director of Labour Relations or their designate shall, where practicable, meet with the Grievance Committee, the grievor, and the Steward if necessary, within fifteen (15) working days of the receipt of the grievance.

The Director of Labour Relations or their designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working days of the above meeting. In the event the Director of Labour Relations, or their designate, denies the grievance, they shall state the reasons in writing.

12.4 **STEP TWO:** Failing a satisfactory resolution at Step One the Union may re-submit the grievance to the Director of Labour Relations within ten (10) working days or upon receipt of the Employers official response to the grievance.

The Director of Labour Relations or their designate shall, where practicable, meet with the Grievance Committee, the grievor, and the Steward if necessary, within fifteen (15) working days.

The Director of Labour Relations or their designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working days of the above meeting. In the event the Director of Labour Relations, or their

designate, denies the grievance, they shall state the reasons in writing.

12.5 (a) When the dispute involves:

- (i) a question of general application of or interpretation of the provisions of this agreement, or
- (ii) a group of Employees, or
- (iii) the suspension or dismissal of any Employee or group of Employees, or
- (iv) grievances concerning discrimination, harassment, termination, lay offs, and recalls shall proceed immediately to the second step of the grievance procedure at the discretion of the Union.

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.

(b) When 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 Union to the Director of Labour Relations, or their designate, at Step Two;

- (i) within thirty (30) calendar days following receipt of the copy of the installed job description and rating or,
- (ii) within thirty (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 (i) and (ii) above are strictly mandatory.

12.6 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 16 within thirty (30) calendar days of the receipt of the Director of Labour Relations, or their

designates, response.

- 12.7 Meetings with the Director of Labour Relations-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.
- 12.8 The Employer recognizes the President of the Union, or their designate, as a member of the Grievance Committee.
- 12.9 An Employer grievance may be submitted by the Director of Labour Relations 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 ought to have been known, by the Employer. A meeting between the Employer and the Union shall, where practicable, be held within fifteen (15) working days of the submission of the written grievance and shall take place within the framework of Step No. 2 of Article 12.4 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.

### **13. DISCIPLINE**

- 13.1 In the event an employee is disciplined, suspended or discharged for other than irregular attendance, written notification of the action stating reasons for such action shall be delivered to the Employee within fourteen (14) calendar days of the occasion giving rise to the action. Absence due to vacation, sickness or any other reason by the Employee involved shall extend the fourteen (14) calendar days referred to above. An Employee may request that a Steward be present at any meeting related to discipline. An Employee shall have the right to request a copy of the disciplinary notification be provided to the Union.
- 13.2 An employee who maintains a clear record for a period of eighteen (18) months following their last warning or suspension shall have their record cleared at the end of such period as it applies to warnings and suspensions for reasons other than irregular attendance.
- 13.3 Upon written request to the Director of Labour Relations, an Employee shall have access during regular working hours to their file retained in the Human Resources Centre. They shall have the right to request copies of any documentation contained therein and to respond in writing to any document contained therein. The Employee shall be subject to disciplinary measures should they remove any documents from such file. A Union representative may see an Employee's file with the Employee's written consent.

A reasonable fee for the aforementioned copies provided will be the responsibility of the Employee.

#### **14. MEDIATION**

- 14.1 By agreement of the parties unresolved grievances may be referred to mediation and or mediation/arbitration. The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally.

#### **15. MEDIATION / ARBITRATION**

- 15.1 Upon mutual consent, grievances may proceed through the grievance procedure to a single mediator/arbitrator for the purpose of resolving the grievance in an expeditious and informed manner.

The mediator/arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the mediator/arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the mediator/arbitrator may establish or limit the nature and extent and form of the evidence and may impose such conditions, as they consider appropriate. The mediator/arbitrator shall give a succinct decision within five (5) days after completing proceedings, unless the parties agree otherwise.

#### **16. ARBITRATION PROCEDURE**

- 16.1 Where a dispute arises in respect of any of the matters covered by this agreement, including

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

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

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

- 16.2 **SINGLE ARBITRATOR** - Either of the parties to this Agreement is, in such



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

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

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

- 16.4 Where there is a single Arbitrator the Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator. Where there is a Board of Arbitration, each party shall bear equally the cost of its own Arbitrator and shall bear equally the cost of the Chairperson and the arbitration proceedings.
- 16.5 The Board of Arbitration appointed pursuant to this Article has no jurisdiction to alter, modify or amend, or to make any decision that is inconsistent with, the provisions of this Agreement.
- 16.6 The decision of the Board of Arbitration appointed pursuant to this Article is final and binding upon the Employer, the Union any Employee affected thereby.

## **17. ARBITRATION CLAUSE (Interest Dispute)**

- 17.1 If after bargaining in good faith for the renewal of this agreement, with or without modifications, either party becomes satisfied that an agreement cannot be reached, it will notify the other party in writing of its desire to submit the matters in dispute to arbitration. If the recipient of the said notice and the party desiring arbitration do not, within a period of ten (10) working days after receipt of the said notice, agree upon a single arbitrator the appointment of the single arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.

17.2 The Employer and the Union shall share equally the cost of the arbitrator and his/her incidental expenses.

17.3 The decision of the Arbitrator appointed pursuant to this Article is final and binding upon the Employer, the Union and any Employee affected thereby.

## **18. SALARY PLAN - SCHEDULE "A"**

18.1 The probationary rate for new Employees shall be eighty-five per cent (85%) of the end rate of the wage grid, for the classification for which the Employee was hired, for the first one hundred and twenty (120) calendar days of employment.

18.1 Progressivewage and salary increases as approved will become effective on the first pay period following the Employee's anniversary date.

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 An Employee who is promoted to a higher salary classification shall proceed to establish a new anniversary date as of the date of promotion. Such Employee shall be placed in the range of the higher rated classification so he/she shall receive no less an increase in salary than the equivalent of the next step of his/her previous classification.

## **18.6 RETROACTIVITY**

The Employer will make every effort to ensure that all retroactive increases in wages, overtime payments and shift premiums are paid within forty-five (45) working days of the ratification of the Memorandum of Settlement by both the parties to:

- (a) each Employee on the payroll of the Employer on the date of the signing of the Memorandum of Settlement; and
- (b) each Employee who retired from their employment with the Employer between the expiry date of the immediately preceding Agreement and the date of the Memorandum of Settlement, and

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

With respect to (b) and (c) above, former Employees who resign, terminate or retire prior to the signing of this agreement shall receive the base wage percentage increase exclusive of any specialty or premium pay increases.

## **19. UNION SECURITY**

- 19.1 The Employer shall deduct from every Employee monthly Union Dues in accordance with the Union Constitution and/or By-laws.
- 19.2 All deductions made under the provisions of Article 19.1 will be remitted monthly to the proper authorized officials of the Union, together with a list of Employees' names eligible for such deduction.
- 19.3 The Union will save the Employer harmless from any and all claims which may be made against the Employer for amounts deducted from pay as herein provided.
- 19.4 Once the Collective Agreement has been finalized, the cost to produce copies of the Agreement will be shared equally between the two (2) parties.

## **20. CONTRACTING OUT**

- 20.1 No Bargaining Unit Employee shall be laid off or terminated as a result of the Employer contracting out any of its work or services.
- 20.2 Where the Employer introduces technological change which affects the wages or employment status of Employees, not less than ninety (90) days prior to the introduction of the change, the Employer shall, by written notice, furnish the Union with all information in its possession of the planned change or changes. Such notice shall contain the information known to the Employer respecting the
  - (a) nature and degree of change,
  - (b) date or dates on which the Employer plans to effect the change, and

- (c) location or locations involved.

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

## **21. LEAVE OF ABSENCE**

21.1 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 five (5) for each period of leave, and
- (b) maximum days not to exceed twenty (20) days in any calendar year, and
- (c) the number of Employees from any one department shall be limited to one (1) save and except that the Employer shall give consideration to a request by the Union that more than one (1) Employee from a department or sub-department in the case of large departments be permitted leave of absence, and
- (d) the Union shall notify the Director of Labour Relations in writing of the names of Employees to be granted time *off* under the conditions as outlined in this Article not less than three (3) working days before such leave is to be taken.

21.2 Leave of absence without loss of pay shall be granted an Employee as follows:

- (a) Three (3) regularly scheduled consecutive working days bereavement leave for the following relatives:  
  
spouse, common-law-spouse, child, parent, foster or adopted parent, grandparent, grandchild, brother or sister, parent-in-law, brother-in-law or sister-in-law.

Such bereavement leave shall be taken at the time of that bereavement or at the time the Employee received notification of such bereavement. Proof of bereavement may be required by the Director of Labour Relations or designate. The definition of immediate family shall be deemed to apply equally to Employees engaged in a common-law relationship that are deemed to be spouses pursuant to the Family Law Reform Act, as amended.

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

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

One Employee designated by President of Local 1041 (or their alternate) from time to time shall be granted one (1) day off with pay for the purpose of attending the funeral of a member of Local 1041 or a retired member of Local 1041.

21.3 Members of the Grievance Committee shall be granted leave of absence with pay for attendance at all meetings with Officials of the Employer necessary to and incidental to the processing of grievances within the meaning of this agreement and including but without limiting the generality of this section, any meetings or hearings with any Committee or Board necessary to or incidental to the processing of and/or final determination of any such grievance within the meaning of this agreement.

21.4 The Grievance Committee shall be composed of six (6) members one of whom shall be the Chairman. **All** members of the Grievance Committee shall be Employees of the Employer.

At no time will the number of representatives at any meeting or proceeding exceed three (3).

21.5 Members of the Negotiating Committee shall be granted leave of absence with pay for attendance at all meetings with Officials of the Employer, including with any Committee, Board or other duly constituted Statutory authority, arranged or called for the purpose of

(a) negotiating or determining any matter arising during the term 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.

21.6 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 four (4) Employee members who shall be paid by the Employer, and the National Staff Representative.
  - (b) notify the Employer in writing of any changes in such Committee Members.
- 21.7 (a) An employee who is required to serve as a juror, or as a witness in any court, shall be paid their regular rate of pay for their normally scheduled working hours for any day or part of a day that they are absent because of such service. Jury duty pay and Witness fees less reasonable expenses incurred by the employee as a result of serving as a juror or as a Witness, shall be paid to the Treasurer of the Employer on receipt thereof by such employee.
- (b) An employee who is required to serve as a witness in any court or quasi-judicial body for a matter arising from their duties with the employer, on a non-scheduled working day, may request that their schedule of days off be altered to allow attendance to be scheduled on a regular working day. It is specifically understood that the granting of this request is dependent upon operational requirements and, in any event, is not to result in any additional cost to the employer.
- 21.8 Maternity/Parental Leave shall be granted on the conditions as set down in the Employment Standards Act of the Province of Ontario. Employees who take maternity/parental leave shall have such leave included in their credited service. Service accrued during maternity/parental leave shall be included in the determination of service-related benefits.
- 21.9 The Employer will grant leave of absence without loss of seniority to an Employee selected for a full time position with the Union
- 21.10 While on such leave of absence as set out in 21.9 the Employee may make the full contribution to continue their 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 they shall not accumulate further credits during such leave of absence.
- 21.11 An Employee may request an unpaid leave for personal reasons and such leave shall be granted where it is operationally feasible to accommodate the Employee at no additional expense as a result of backfilling or overtime to the Employer. The Employee's seniority shall be treated in accordance with the provisions of

this Collective Agreement. Request for such leave shall be consistent with any applicable leave policy requirements.

## 21.12 EMERGENCY LEAVE

An Employee is entitled to take a leave of absence without pay because of any of the following:

- (a) A personal illness, injury or medical emergency.
- (b) The death, illness, injury or medical emergency of an individual described in 3 (i) to (vii) below.
- (c) An urgent matter that concerns an individual described in (i) to (vii) below.
  - (i) The Employee's spouse or same sex partner.
  - (ii) A parent, stepparent or foster parent of the Employee or the Employee's spouse or same sex partner.
  - (iii) A child, stepchild or foster child of the Employee or the Employee's spouse or same sex partner.
  - (iv) A grandparent, step-grandparent, grandchild or step-grandchild of the Employee or the Employee's spouse or same sex partner.
  - (v) The spouse or same sex partner of a child of the Employee.
  - (vi) The Employee's brother or sister.
  - (vii) A relative of the Employee who is dependent on the Employee for care or assistance.

An Employee who wishes to take leave under this provision shall advise their Employer that they will be doing so.

If the Employee must begin the emergency leave before advising the Employer, the Employee shall advise the Employer of the leave as soon as possible after beginning it. This notification shall, where possible, be made in accordance with the normal reporting processes in the department.

An Employee is entitled to take a total of ten (10) days' emergency leave each year. If an Employee takes any part of a day as emergency leave the Employer may deem the Employee to have taken one day's leave on that day.

The Employer may require an Employee who takes leave under this provision to provide evidence, reasonable in the circumstances, that the Employee is entitled to the leave.

On consent of the Employer, Employees shall be given an opportunity to utilize existing credits in the following order; accumulated sick leave credits, lieu time, or vacation credits, so as to not have to go without pay.

#### 21.13 FAMILY MEDICAL LEAVE

The Employer shall provide Family Medical Leave as per the Employment Standards Act.

### 22. OVERTIME COMPENSATION

EMS Operation and Water/Wastewater Treatment Facility Supervisors are excluded from this article and governed by their respective agreements which are attached hereto.

- 22.1 For those Employees designated in Schedule "A" as entitled to "E-Days", shall be entitled to a maximum of five (5) working days off with pay at their standard daily rate, in lieu of overtime pay.

The Employee's General Manager may also allocate up to five (5) additional paid leave days in a calendar year in exceptional circumstances.

This lieu time shall be granted at a time mutually agreed upon by the Employee and the Department Head or designate taking into account operational requirements. Unused banked lieu time shall not be paid out or carried over.

- 22.2 For those employees designated in Schedule "A" as entitled to payment for overtime;

- (a) All authorized overtime work before and after the regular daily hours shall be paid for at the rate of time and one-half (1 ½). Upon completion of 12 consecutive hours, the supervisor will be paid at two (2) times their standard hourly rate thereafter.
- (b) All authorized overtime work performed on the sixth (6th) day shall be paid at the rate of time and one-half (1 ½).
- (c) All authorized overtime work performed on the seventh (7th) day shall be paid at the rate of double time (2).



22.3 Those Employees designated in Schedule "A" as entitled to "Overtime", shall at the sole discretion of the Employer be compensated with lieu time or payment for the first eighty (80) overtime hours worked in a calendar year.

An Employee may have the option of banking lieu time in excess of the eighty (80) hour maximum noted above where the Department Director or designate deems it does not interfere with the operational requirements of the Department.

Unused banked lieu time will be paid out by December 31 annually unless written approval has been provided to carry lieu time over.

22.4 Employees in the Culture and Recreation Department on flex time may be granted time off in lieu of overtime and shift differential to a maximum of five (5) working days in any calendar year, which may be taken off at a time mutually agreed upon by the Employee and the Department Head, taking into account the operational requirement of the section in which the Employee works.

22.5 There is to be no pyramid with other premium pay.

22.6 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 vacation, or

(c) who is absent from their 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 their normal work week, as if they had worked their standard hours of work on such day or days and shall be paid for all hours of work performed by them in excess of their normal work week at overtime rates specified in this Article.

## **23. CALL-OUT**

23.1 A Call-out is defined as any situation requiring an Employee to be called from his/her place of residence by an authorized official of the Employer to do necessary work for the Employer and then return to his/her residence outside regular hours.

The Employer, at its sole discretion, may authorize Employees to attempt resolution of an emergency without having to physically attend a work location. A

minimum of one (1) hour at the Employee's regular rate of pay will be paid for each call. Further calls received will not trigger payment unless said call(s) occur at least one (1) hour after completion of the preceding call.

- 23.2 For those Employees designated in Schedule "A" as entitled to payment for authorized call-out duties shall be paid at the rate of time and one-half (1 ½) for the period Monday through and including Saturday. Call-out on Sunday shall be at the rate of double time (2). An Employee called-out shall be guaranteed a minimum of four (4) hours of pay.

## **24. STAND-BY**

- 24.1 Stand-by duty shall be provided by bargaining unit Employees as determined by an authorized official of the Employer.

- (a) But for the exceptions set out below in (b), (c) and (d), Employees designated by the Employer to be on stand-by duty will be paid in accordance with the following;
- (i) Monday to Thursday – no remuneration;
  - (ii) Friday -three (3) hours pay at his/her standard hourly rate;
  - (iii) Saturday, Sunday and Statutory or Proclaimed Holidays -six (6) hours pay at his/her standard hourly rate

Stand-by duty shall be equitably distributed among the qualified Employees in each Department.

- (b) Employees designated by the Employer to be on stand-by duty in the Water/Wastewater Division will be paid in accordance with following;
- (i) Monday to Friday - three (3) hours pay per day at their standard hourly rate;
  - (ii) Saturday, Sunday and Statutory or Proclaimed Holidays - six (6) hours pay per day at their standard hourly rate.

Stand-by duty shall be equitably distributed among the qualified Employees in each Department.

- (c) Employees designated by the Employer to be on stand-by duty in the Operations and Maintenance Division during Winter Operations will be paid in accordance with the following;

- (i) Monday to Thursday - one (1) hour pay per day at their standard hourly rate;
  - (ii) Friday - three (3) hours pay at their standard hourly rate;
  - (iii) Saturday, Sunday and Statutory or Proclaimed Holidays - six (6) hours pay at their standard hourly rate.
- (d) Employees designated by the Employer to be on stand-by duty in the Traffic Division will be paid in accordance with the following;
- (i) Monday to Thursday - one (1) hour pay per day at their standard hourly rate;
  - (ii) Friday - three (3) hours pay at their standard hourly rate;
  - (iii) Saturday, Sunday and Statutory or Proclaimed Holidays - six (6) hours pay at their standard hourly rate.
- (e) Employees classified as "Facilities Supervisors" designated by the Employer to be on Stand-by duty in Facilities will be paid in accordance with the following;
- (i) Monday to Friday - three (3) hours pay per day at their standard hourly rate;
  - (ii) Saturday, Sunday and Statutory or Proclaimed Holidays - six (6) hours pay at their standard hourly rate.

Stand-by duty shall be equitably distributed among the qualified Employees in each Department.

24.2 Employees designated by the Employer to be on Stand-by who are required to perform Call-out duties will be paid a minimum of one (1) hour of pay. At the sole discretion of the Employer, those employees authorized to attempt resolution of an emergency without having to physically attend a work location will be paid the aforementioned one (1) hour pay at the Employee's regular rate of pay for each call. Further calls received will not trigger payment unless said call(s) occur at least one (1) hour after completion of the preceding call.

24.3 No Employee shall be required to perform Stand-by duties unless he/she is furnished with prior written instructions by his/her immediate Supervisor.

## 25. SHIFT DIFFERENTIAL

EMS Operation and Water/Wastewater Treatment Facility Supervisors are excluded from this article and governed by their respective agreements which are attached hereto.

25.1 Shifts shall be designated as Day, Afternoon and Night, and shall be of eight (8) hours as set out in Schedule " A duration. All Employees working regular shift periods shall be paid a shift differential as follows:

25.2 Day Shift - No Shift Differential

7:00 a.m. to 4:00 p.m.

7:30 a.m. to 4:30 p.m.

8:00 a.m. to 5:00 p.m.

25.3 Afternoon Shift - Seventy-five cents (\$.75) per hour for all hours worked.

(The afternoon shift is described as a shift in which the majority of hours worked are worked between 3:00 p.m. and 12:00 midnight).

25.4 Night **Shift** - Seventy-five cents (\$.75) per hour for all hours worked.

(The night shift is described as a shift in which the majority of hours worked are worked between 12:00 midnight and 7:00 a.m.).

In the event that the Employer requires changes in starting and stopping times, the Employer agrees to give the Union notice of not less than two (2) working days. This applies to all shifts.

25.5 A weekend premium seventy-five (\$.75) cents per hour. For any regularly scheduled shift between midnight Friday and midnight Sunday shall be payable. Weekend premium will be paid in addition to shift premium but will not be paid for overtime hours.

25.6 Shift Schedules will be established by the Department Head after consultation with the immediate supervisor Foremen.

25.7 Should changes in the starting and stopping time *of* any shift become necessary the Employer will give the Union notice of not less than two (2) working days.

25.8 There is to be no pyramid with other premium pay.

## 26. CLOTHING

EMS Operation and Water/Wastewater Treatment Facility Supervisors are excluded from

this article and governed by their respective agreements which are attached hereto.

26.1 The Employer agrees that where protective clothing is necessary all Employees will be supplied with such clothing as required.

26.2 Employees shall be provided with the following when the Employer determines that such clothing shall be worn by the Employee:

- 2 shirts
- 1 windbreaker
- 1 parka every 2 years from date of issue

All Employees in receipt of the above issue of clothing shall be eligible to receive a replacement issue of any of the above on a 1 for 1 basis.

Employees required to wear such clothing will receive one issue within 30 days of completing their probationary period.

The foregoing shall only apply to permanent Employees.

26.3 Clothing as set out in Article 22.2, including safety boots, shall be worn at all times while the Employee is engaged in his/her work for the City. Said clothing issue is, however, not to be worn by Employees in off duty time. City of Hamilton "identification flashers" shall not be removed from such clothing.

## **27. SAFETY SHOES**

EMS Operation are excluded from this article and governed by their respective agreement which is attached hereto.

27.1 Effective January 1, 2005, Employees required by the Employer to wear safety footwear shall be entitled to reimbursement of up to a maximum of \$110.00 annually on or before November 15 of each calendar year.

Those employees required by the Employer to purchase secondary safety footwear, whether due to seasonal conditions or specialized requirements, shall be entitled to an additional reimbursement of up to a maximum of \$110.00 annually on or before November 15 of each calendar year.

At the sole discretion of the Employer, employees eligible for the above entitlement(s) who, due to working conditions, damage or expeditious wear to their safety footwear may request approval for reimbursement of a replacement pair of safety footwear, up to a maximum of \$110.00 annually.

Such safety footwear shall be used for the sole purpose of work performed for the City of Hamilton.

The Employee is responsible to ensure that all footwear complies with regulations as determined by the Employer.

- 27.2 It is incumbent upon all Employees to observe the safety standards concerning safety conditions as set out in any and **all** applicable provincial statutes. Failure to wear safety shoes or boots or other safety equipment as required by the City or provincial statutes may make the Employee subject to disciplinary action. Any Employee not wearing such equipment, or wearing it in a manner that renders it useless, may be sent home from their job non-paid, until such time as they can return properly attired. The Union agrees to co-operate with the City in all matters affecting the safety of Employees.

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

- 28.1 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.

- 28.2 The travel allowance paid per kilometre driven on the Employer's business will be the corporate rates in effect at the time the kilometres were driven. As per the corporate travel policy, the rates payable are based on the annual kilometres driven. It is understood the rate of reimbursement per kilometre may change during the term of this agreement however, the rate shall not be less than the rate established as of January 1st, 2003.

In addition, each Employee who is required by the Employer to present proof that their auto insurance has been endorsed for business purposes shall be entitled to reimbursement of up to two hundred dollars (\$200) per year upon submission of receipt from their insurer.

## **29 EDUCATION**

- 29.1 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 (including reasonable travel time to and from the course if the course is outside the geographic boundaries of the City of

Hamilton), shall be paid for by the Employer at the Employee's standard rate and shall not be construed as hours of work for the purposes of overtime or pension pay. The Employer will reimburse the Employee for mileage as per article 24.2.

### **30. EMPLOYEE RESPONSIBILITY**

- 30.1 The Employee shall notify the Employer in writing at the office of the Employer's Commissioner of Human Resources of any change in the Employee's address or change in dependant status within one week of any such change. The Employee or the Union shall save the Employer harmless in any action resulting from the Employee not making the required changes in records as noted above.

### **31. MEDICAL EXAMINATION**

- 31.1 In the event there is some doubt as to the ability of an Employee to carry out his/her normal duties, the Employee may be required by the Employer to submit himself/herself to a medical examination by a physician mutually agreed upon by the Employee and the Employer. The cost of such examination shall be borne by the Employer.

### **32. WAGES**

- 32.1 The Employer shall pay salaries bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. The Employer agrees to supply the Employee with an up-to-date total of his/her sick leave bank once every six months.

### **33. DURATION OF AGREEMENT**

- 33.1 This agreement shall remain in force and effect from and including the 1st day of January, 2004, until the 31st day of December, 2007, and from year to year thereafter unless within a period of two (2) months before the 31st day of December, 2007, or any year thereafter either party hereto gives notice in writing to the other party hereto of its desire to bargain with the view towards the renewal, with or without modification, of this agreement or the making of a new agreement.

## **EMS AGREEMENT**

Whereas the parties recognize the unique nature and requirements of the work performed by Emergency Medical Services Supervisors, they agree to the following amended articles, regarding the items below. All articles of the main Agreement apply, unless amended by the provisions below.

### **ARTICLE 4 - HOURS OF WORK - EMS ONLY**

- 4.5 The normal hours of work for all full-time EMS supervisors shall average forty two (42) hours per week, averaged over 52 weeks, depending on the shift schedule involved as determined by the employer. (Note this in Schedule "A")
- 4.6 A master schedule template and assignments will be established by June 30 of each year for the next calendar year, including, but not limited to start times and designations. Individual assignments will be determined by the employer with consultation with the **EMS** supervisors. Assignments are subject to change up to and during the year of the schedule based on operational needs of service. The Employer shall provide fourteen (14) calendar days notice of any change to the master schedule to the Union and the affected Employee. The foregoing shall not apply when the change is caused by the absence of Employees, or matters outside the control of the Employer.

### **ARTICLE 5 - VACATIONS WITH PAY – EMS ONLY**

- 5.8 (a) Employees must use their earned vacation by December 31 in any given year, except in extenuating circumstances, where an employee may be given pay in lieu of earned vacation. If fewer hours than a full shift remain unused as of December 31st, the City will pay out the unused portion.

### **ARTICLE 9 - TRANSFER – EMS ONLY**

- 9.16 Notwithstanding Article 3.5 (b), the parties agree to a consultation process with reference to scheduling.

### **ARTICLE 23 - CALL OUT – EMS ONLY**

- 23.3 Employee on authorized call-out duties shall be paid at the rate of time and one-half (1 ½). An employee called-out shall be guaranteed a minimum of four (4) hours of pay.



## **ARTICLE 24 - ADMINISTRATOR ON CALL- EMS ONLY**

24.4 Administrator on call duty shall be provided by bargaining unit Employees, as determined by Management.

Employees designated by the Employer will be paid \$2/hour for any hours approved to be the Administrator on call. Administrator on call assignments will be distributed at the discretion of the employer.

## **ARTICLE 26 - CLOTHING - EMS ONLY**

26.4 Notwithstanding 26.1 for EMS supervisors the employer agrees to provide the following;

- (a) All full-time HES EMS supervisors covered by this agreement shall be entitled to reimbursement for uniform alteration up to a maximum of \$25.00 per year upon presentation of receipts. Receipts for reimbursement must be provided to their immediate supervisor by November 15, for the previous 12 months and must state on them "HES EMS Uniforms".
- (b) All full-time HES EMS supervisors covered by this agreement shall be entitled to 300 cleaning card points for each calendar year starting in 2005 and continuing each year including 2006, and 2007, using the vendor as determined by the employer. Each square on the cleaning card is worth 1 (one) point and the squares equal the following:
  - i. 4 squares for 1 parka
  - ii. 2 squares for 1 pant or tunic or sweatshirt
  - iii. 1 square for a shirt
- (c) If the new supervisor was not already an HES EMS staff member, upon hiring the employee will be issued the items in the following list. These items shall constitute the full uniform, and protective and accessory equipment allotment for the employee's first year, but for safety eye wear and safety footwear:
  - 1 All Season Jacket
  - 4 Pants
  - 4 Fatigue shirts
  - 1 Summer Hat
  - 1 Winter Hat
  - 1 Belt (nylon inner and outer with keepers)
  - 1 Sweater

- 1 Badge
- 1 Mic clip
- 1 Duty bag
- 1 Duffle bag
- 1 Glove pouch
- 1 Stethoscope
- 1 Scissor pouch
- 1 Scissor
- 3 pair epaulettes
- 1 Safety glasses
- 1 Drug pouch
- 1 Log book
- 1 Silent key holder
- 3 Pager pouches
- 1 Set of Rain Gear (pants and Jacket)
- 1 Pair Winter Gloves
- 1 Helmet
- 1 Safety Vest

- (d) For subsequent years' the uniform, protective and accessory equipment issue shall be in accordance with the provisions of Schedule " A whereby the Employer will annually provide each full time EMS supervisors with a maximum credit of 375 points in 2005, 2006 and 2007 but for safety prescription eye wear and footwear which is dealt with separate of this agreement. Safety helmets and safety vests will be assigned to the emergency response unit.
- (e) The aforementioned credits may be redeemed using an order form based on Schedule A, for each upcoming year sent to EMS Director or designate no later than time designated by the employer.
- (f) In Schedule B "Yes" means the paramedic must maintain sufficient quantities and good condition of those items during each year of their employment. "No" means there is no obligation of employee to have this item.
- (g) The employee will be required to draw upon points in any year current and any year forward as necessary to replace mandatory items lost or that is deemed to be in poor condition due to normal wear. The employee will be required to draw upon points in any current year and any year forward as necessary to do the same.
- (h) Where a mandatory item is damaged in the workplace during extenuating circumstances an incident report will be required from the supervisor and the item damaged for review by the EMS Director or designate. Each case will

be reviewed for its merits to give reasonable consideration for a one for one replacement of the damaged item with no debit from the supervisor annual credit. Optional items are not included for debit free replacement.

- (i) Should an employee require replacement of an article in Schedule A during the course of a year prior to the submission and receipt of the annual order, the employee must obtain written permission from the EMS Director or designate and the corresponding value will be debited from the employee's credit allotment for the next available year but for any approved item in previous clause #8.
- (j) Substantial changes to items in Schedule "B" may be made during the life of this agreement if mutually agreed to by both parties. Minor changes are subject to discretion of the EMS Director or their designate.
- (k) Upon resignation or termination from Hamilton Emergency Services, the Employee shall return to the Employer, all uniform and equipment items issued to the Employee in the previous five (5) years.

#### **ARTICLE 27 - SAFETY SHOES - EMS ONLY**

- 27.3 (a) Employees hired in 2005 as an EMS Supervisor, shall receive the sum of one hundred and fifty dollars (\$150.00) for the purchase of safety footwear for the year 2005 on their first regular pay after hire.
- (b) Employees hired in 2006 as an EMS Supervisor, shall receive in 2006 the sum of one hundred and fifty dollars (\$150.00) for the purchase of safety footwear for the year 2006 on their first regular pay after hire. The Employer agrees to pay all other EMS Supervisors employed in 2006 the sum of one hundred and fifty dollars (\$150.00) for the purchase of safety footwear for the year 2006. The Employer agrees that this payment shall be made no later than January 31, 2006.
- (c) Employees hired in 2007 as an EMS Supervisor, shall receive in 2007 the sum of one hundred and fifty-five dollars (\$155.00) for the purchase of safety footwear for the year 2007 on their first regular pay after hire. The Employer agrees to pay all other EMS Supervisors employed in 2007 the sum of one hundred and fifty-five dollars (\$155.00) for the purchase of safety footwear for the year 2007. The Employer agrees that this payment shall be made no later than January 31, 2007.

Such safety footwear shall be used for the sole purpose of work performed for the City of Hamilton.

The Employee is responsible to ensure that all footwear complies with regulations as determined by the Employer.

## **ARTICLE 29 - MANDATORY TRAINING – EMS ONLY**

29.2 The City will endeavour to schedule training sessions conducted by the Employer on days when the employee is not regularly scheduled to work. Where such training occurs outside regularly scheduled days of work, the employee will receive regular rate of pay for each hour of training or may elect to “bank” such hours for time off. The use of banked time off will be at a time mutually agreeable to the Employee and the Employer. Time credited cannot be carried over.

Where an employee is required to attend training and/or recertification required by legislation or regulation, and such training is provided by an external agency (e.g. including but not limited to MOHLTC training, mandatory annual base hospital re-certification) outside of their normal hours of work, such training shall not constitute hours of work for the purpose of overtime under the collective agreement.

Where travel is greater than ten (10) km outside the City limits, travel time is to be included based on departure from Station 30.

Employees shall not be entitled to any compensation for any time spent in obtaining, or recertifying, any qualification required under legislation or regulation, with the exception of regularly scheduled annual Base Hospital recertification.

## **ARTICLE 31 - VOLUNTEER WORK – EMS ONLY**

31.2 The parties agree that either the Employer or the Union may, from time to time, request participants for volunteer activity in the community, and that any Employee participating in any such activity shall not be entitled to any compensation for participation. Participation, or lack thereof, shall not be used to benefit or harm any employee in any manner.

If an employee participating in such activity has an occupational accident resulting in injury or illness they will be deemed at work for the purposes of the WSIA. Further, if an employee participating in such activity is called to perform paramedical or supervisory duties, as required by the Ambulance Act, such response will be deemed a call-in as per this Agreement.

## **ARTICLE 32 - WAGES - EMS ONLY**

32.2 Any new EMS Supervisors hired after August 1, 2004 will not receive the final step in the Supervisors wage grid until they have obtained ACP certification with the local medical authority, within a reasonable period of time, subject to the availability of such training.

## **LETTER OF UNDERSTANDING – OVERTIME (EMS)**

### **SHIFT OVERRUNS**

The Supervisors will be granted 5 E-days (60 hours) at the beginning of each year to be used in the same year, in recognition for shift overrun overtime. Time credited cannot be carried over into another year.

### **CALL-IN**

- (a) On the approval of the Operations Manager or designate, where there is a call in for a Supervisor for an overtime shift, the Supervisor will be paid at 1 1/2 x's. Banked time at 1 1/2 x's may be requested and may be granted by the Operations Manager, anytime during the year up to Dec. 1 of the year in which the overtime occurs. Upon completion of 12 consecutive hours of an overtime shift, the supervisor will be paid at two (2) times their standard hourly rate thereafter.
- (b) In exceptional circumstances, where HES EMS has exhausted every opportunity to use part time or full time paramedics to cover a paramedic street service shift, the Operations Manager or their designate may authorize supervisor overtime to the said shift to maintain staffing levels deemed required by the Operations Manager. The compensation for overtime in this case will be as in the terms noted in item #3, a.
- (c) The distribution of approved supervisor overtime shifts will be coordinated by the EMS Supervisors. No grievance related to the distribution of approved overtime will be recognized by the employer.

### **YEAR END PAY OUT**

Notwithstanding Article 18.4, any time owing that has not been committed to any approved shift absence, on or before Dec. 1 of each year, will be paid out to a maximum of 12 hours. Supervisors will not be allowed to carry-over any accumulated time into another calendar year, unless due to exceptional circumstances, as determined by the Director – EMS, has limited the employees ability to utilize such lieu time.

The above contains the whole of the agreements between the parties with regard to EMS Supervisor Overtime.

## **Schedule B**

### EMS Supervisor Annual Replacement of Uniforms and Accessory Items

- 1) New employees in their first calendar year will have received a new uniform issuance in the first year and are not entitled to the uniform or accessory credits for that year.
- 2) The Employer will annually provide full time EMS supervisors with a maximum uniform credit of 300 points for uniform issue and 40 points credited to order accessories and each supervisor may select uniform and equipment items from the list as noted on Page.
- 3) The aforementioned credits may be redeemed by ordering uniform and accessory items from the order form in accordance with the guidelines in Appendix 1.
- 4) Any change to the items listed in Appendix 1 are subject to the approval of the EMS Director or their designate, and shall not be subject to the grievance provisions as outlined in this agreement
- 5) Employees must submit their uniform and equipment order from Appendix 1 for the upcoming year to the EMS Director or designate no later than time designated by the employer.
- 6) Should an employee require replacement of an article in Appendix 1 during the course of a year prior to the submission and receipt of the annual uniform order the employee must obtain written permission from the EMS Director or designate and the corresponding value will be debited from the employee's uniform credit allotment for the next available year.
- 7) The items available in Appendix 1 may be altered during the term of this Agreement by the EMS Director.

**Schedule "B"– 2005, 2006, 2007  
HES EMS UNIFORM, PROTECTIVE & ACCESSORY  
EQUIPMENT ORDER FORM**

Item	Mandatory	Points per Item	Quantity	Total Points
Fatigue Shirt – white with reflective tape (ss and/or ls)	Yes	26		
Golf shirt with reflective tape – blue	No	35		
Sweatshirt – coat must be worn over	No	55		
T-shirt (short sleeve) – for undergarment	No	6		
T-shirt (long sleeve) – for undergarment	No	9		
Turtle Neck Shirt – for undergarment	No	12		
Epaulette (single)	Yes	4		
Personal Issue Rain Coat and Pants "EMS Supervisor" on back of Coat	Yes	115		
Paramedic Pants – black with reflective tape	Yes	36		
Belt (leather)	No	16		
Paramedic Velcro Belt	Yes	70		
All season lined coat - (bomber style)	<b>1 of the 2</b>	145		
<b>All season lined coat - (waist style)</b>		155		
<b>Fatigue windbreaker (reversible)</b>	<b>No</b>	100		
<b>Summer Cap – black</b>	<b>Yes</b>	5		
<b>Winter Hat</b>	<b>Yes</b>	5		
<b>Winter Gloves</b>	<b>Yes</b>	20		
<b>Dress Tunic</b>	<b>No</b>	180		
<b>Dress Uniform (Pants Only)</b>	<b>No</b>	45		
<b>Dress Hat</b>	<b>No</b>	75		
Personal Issue Safety Helmet & Visor	Yes	70		
Personal Issue Safety Vest	Yes	70		
Stethoscope	Yes	35		
Stethoscope Pouch	Yes	10		
Scissors	Yes	5		
Glove Pouch	No	5		



<b>Portable Radio Belt Clip</b>	<b>Yes</b>	<b>20</b>		
<b>Key Ring</b>	<b>Yes</b>	<b>5</b>		
<b>Pager Keeper</b>	<b>Yes</b>	<b>5</b>		
<b>City ID Card</b>	<b>Yes</b>	<b>5</b>		
<b>MOHLTC ID Card</b>	<b>Yes</b>	<b>5</b>		
<b>Safety Glasses</b>	<b>Yes</b>	<b>10</b>		
<b>Hamilton EMS Carry Bag</b>	<b>Yes</b>	<b>30</b>		
<b>Station or Drug Keys</b>	<b>Yes</b>	<b>5</b>		
<b>Paramedic Badge</b>	<b>Yes</b>	<b>10</b>		
<b>Total Point</b>			<b>375</b> <b>Maximum</b>	

Whereas the parties recognize the unique nature and requirements of the work performed by Water/Wastewater Treatment Facility Supervisors, they agree to the following Articles, regarding the items below. All articles of the main Agreement apply, unless amended by the provisions below.

**ARTICLE 4 - HOURS OF WORK – W/W ONLY**

- 4.5 The standard hours of work on a bi-weekly basis shall be eighty (80) hours.
- 4.6 The aforementioned Standard Hours of Work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum or as a restriction on any maximum number of hours to be worked.
- 4.7 Shift Schedules will be established by the Department Head after consultation with the Union.
- 4.8 The Employer shall provide fourteen (14) calendar days notice of any change to the shift schedule to the Union and the effected Employee(s). The foregoing shall not apply when the change of shift is changed by the absence of Employee(s) or matters beyond the control of the Employer in which case the Union will be notified.
- 4.9 A half hour unpaid lunch will be provided in each eight (8) hour shift.

**ARTICLE 7 - STATUTORY HOLIDAYS - W/W ONLY**

- 7.5 An Employee, who is normally employed on a seven day shift schedule, who works on a Statutory Holiday, shall in addition to the double time (2x) paid for all hours worked, be entitled to eight (8) hours pay at their standard hourly rate of pay.

**ARTICLE 22 - OVERTIME COMPENSATION - W/W ONLY**

- 22.8 For those Employees designated in Schedule "A" as entitled to payment for overtime;
  - (a) All authorized overtime work before and after the regular daily hours shall be paid at the rate of time and one-half ( $1\frac{1}{2}x$ ); and
  - (b) All authorised overtime worked on Sunday by those Employees who normally work on a Monday to Friday schedule shall be paid double time (2x) for all hours worked; or an Employee, who is normally employed on a seven day shift schedule shall have their second consecutive day off designated as Sunday and be paid at the rate of double time (2x). The Employee shall be

paid double time (2x) for any shift worked on their second consecutive day off, even if they have not been called into work for their first scheduled day off. Any hours worked on subsequent days off shall be paid at the rate of time and one-half (1<sup>1/2</sup>x)

## **ARTICLE 26 - PROTECTIVE CLOTHING - W/W ONLY**

26.4 After the probationary period, each Employee shall receive the following in each calendar year;

- (a) 4 shirts and trousers or 4 coveralls or any combination thereof
- 2 golf shirts
- 1 parka
- 1 lightweight jacket

The cost of cleaning such items shall be paid by the employer.

## **LETTER OF UNDERSTANDING – COMPENSATION FOR CERTIFICATION FOR SUPERVISORS IN WATER DISTRIBUTION AND WASTE WATER COLLECTION**

An increase in compensation for each position in the following table is based on the Employee's completion of the required Ministry of Environment certification by examination. To receive an adjustment in the Standard Rate of pay based on certification, Employees shall provide the Employer with confirmation as follows:

### **Stage 1**

The Employee will receive a \$.75 per hour increase when they provide the City with written confirmation from the Ontario Environmental Training Consortium (OETC) that the Employee has successfully completed the Level 4 Water Distribution Exam. This increase will be retro-active to the date of the examination.

### **Stage 2**

The Employee will receive an additional \$.75 per hour for providing the City with a copy of their Level 4 Water Distribution Certificate. This increase will be retro active to the date that the Employee submitted their application for upgrade to the (OETC).

The total compensation available under this agreement is \$1.50 per hour. Should any of the incumbents in the position already possess their Level 4 Water Distribution Certificate by examination they will receive the \$1.50 per hour increase January 1, 2006. This increase applies to each wage step of the positions identified.

## C.U.P.E. 1041 SUPERVISORY SALARY SCHEDULE EFFECTIVE MAY 1, 2006

\*\* Job Codes 672, 683, 688, 704 and 2639 harmonized into 2641

\*\*\* LoU re: additional compensation for Water Certification (grades 4A1, 4A2)

* INDICATES PROBATIONARY RATE, 85% OF JOB RATE	
STEP 1	90%
STEP 2	95%
STEP 3	100%
contract increases to job rate only	

POSITION TITLE	JOB CODE	Hrs/ Week	SALARY GRADE	APRIL 1/03 (2.5%)	MAY 1/05 (2.0%)	MAY 1/06 (2.0%)	MAY 1/07 (2.0%)
Assistant Supervisor, Printing & Mailing	168	35	2	21.431	20.779	22.519*	22.969*
				22.376	22.078	23.844	24.321
				23.322	23.377	25.168	25.672
				24.267	24.676	26.493	27.023
				25.213	25.974		
			2A	18.752	18.183	19.706*	20.101*
			19.580	19.320	20.866	21.283	
			20.408	20.456	22.025	22.466	
			21.234	21.592	23.184	23.648	
			22.062	22.729			
Curatorial Assistant (Dundurn)	457	35	3	23.903	23.176	25.117*	25.619*
Curatorial Assistant (Military)	458			24.958	24.625	26.594	27.126
Curatorial Assistant (Steam)	459			26.011	26.073	28.072	28.633
Curatorial Assistant (Whitehem/ Fieldcote)	460			27.066	27.522	29.549	30.140
Curatorial Programming Assistant (Dundurn)	461			28.121	28.970		
Educational Officer	574						

Maintenance Management Co-ordinator (Roads)	2842						
Parking Enforcement Supervisor	2739						
School Crossing Supervisor	2736						
Supervisor, Gift Shop	1591	40	3B	20.916	20.280	21.978*	22.418*
				21.839	21.548	23.271	23.737
				22.761	22.815	24.564	25.055
				23.684	24.082	25.857	26.374
				24.607	25.350		
<b>Financial Officer (Housing)- NEEDS TO BE EVALUATED</b>	3608		HM5	28.215			
Facilities Supervisor, Corporate Buildings	2571	35	4	27.124	26.299	28.501*	29.072*
Facility Supervisor, Heritage Buildings	2577			28.321	27.943	30.178	30.782
Recreation Supervisor (Youth Services)	2619			29.517	29.586	31.854	32.492
Supervisor, Accounts Receivable	2715			30.714	31.230	33.531	34.202
Supervisor, Administrative Services (Community Development)	2370			31.910	32.874		
Supervisor, Customer Contact Centre	2418						
Supervisor, Customer Service & Dispatch	1622						
Supervisor, Facilities Services	2586						
Supervisor, Field Regulatory Operations	635						
Supervisor, Maintenance Services (Parking Enforcement & Ops)	1092						
Supervisor, Parking Services	1686						
Supervisor, Revenue Control & Customer Service (Parking Enforcement & Ops)	1161						
Supervisor, Special Events	2766						
Supervisor, Sport Development & Scheduling	2631						
Supervisor, Technical & Cartographic Services	1619						
Traffic Operations Co-ordinator	2840						

Beautification Supervisor (Foremn/Wmn II - Beautification)	685	40	<b>4A</b>	23.734	23.011	24.938*	25.437*
District Supervisor, Operations & Maintenance	2641			24.781	24.449	26.405	26.933
Equipment Coordinator (Operations & Maintenance)	5469			25.828	25.888	27.872	28.430
Foreman/Wmn I (Chedoke)	687			26.876	27.326	29.339	29.926
Foreman/Wmn I (Forestry)	673			27.921	28.764		
Foreman/Wmn I (Hort - Float)	693						
Foreman/Wmn I (King's Forest Golf Course)	693						
Foreman/Wmn I (Mechanical Repair - Central)	695						
Foreman/Wmn I (Mechanical Repair - Satellite)	700						
Foreman/Wmn I (Waste Collections)	674						
Supervisor, Cemeteries	2640						
Supervisor, Urban Forestry	2638						
Vehicle & Equipment Co-ordinator	1737						
Supervisor, Field Inspection Operations	2850	40	<b>4AB</b>	33.280	27.428	29.725'	30.320*
					29.142	31.474	32.103
					30.857	33.222	33.886
					32.571	34.971	35.670
					34.285		
***District Supervisor (Water Distribution)	2142	40	<b>4AC</b>	32.459	26.752	28.993*	29.572*
			<b>c =</b>				
			<b>compression</b>		28.424	30.698	31.312
					30.096	32.404	33.051
					31.768	34.109	34.791
					33.440		

***Supervisor, Field Maintenance Operations	2131	35	<b>4SP</b>	36.287	29.906	32.411*	33.060*
					31.776	34.318	35.005
					33.645	36.224	36.949
					35.514	38.131	38.894
					37.383		
Area Supervisor	2194	35	<b>5</b>	30.649	29.718	32.207*	32.851*
Market Supervisor	999			32.003	31.575	34.101	34.783
Operations Engineer(WW)	1132			33.355	33.433	35.996	36.716
Program Supervisor (Children's)	1233			34.707	35.290	37.890	38.648
Project Manager, (Business Information & Technology)	2998			36.058	37.147		
Project Manager, Capital Assets (OMBI)	5563						
Project Manager (Capital <b>Works</b> )	2858						
Project Manager (Central Composting Facility)	5514						
Project Manager (Community Outreach)	2666						
Project Manager (Construction)	2836						
Project Manager (Continuous Improvement) PHCS	4101						
Project Manager (Corporate Applications)	4066						
Project Manager (Customer Relationship Management)	4072						
Project Manager (Design)	2835						
Project Manager (Development Engineering)	1515						
Project Manager (Early Learning & Child Care)	5493						
Project Manager (Emergency Response Plan)	6032						
Project Manager (Engineering Capacity Analysis)	5517						
Project Manager (Environmental Planning)	2827						
Project Manager (Facilities/Parks Infrastructure)	6040						
Project Manager (Healthy Living Division)	6055						
Project Manager (Hansen Operations)	6052						
Project Manager (Infrastructure Management System)	2830						
Project Manager (Instrumentation & Controls)	5411						
Project Manager (Landfills)	2844						
Project Manager (Marketing) CS	4102						
Project Manager (Marketing) PH	6038						

Project Manager (Master Planning)	2833						
Project Manager (Material Recycling)	4134						
Project Manager (Operational Planning-Water & Wastewater)	2894						
Project Manager (Parking Planning)	5449						
Project Manager (Process Improvement)	5021						
Project Manager (PH Core Competencies)	6065						
Project Manager (Service Quality)	2671						
Project Manager (Source Protection Planning)	6018						
Project Manager (Subsurface Infrastructure)	2828						
Project Manager (Surface Infrastructure)	2829	35	5	30.649	29.718	32.207*	32.851*
Project Manager (Surveys)	2834			32.003	31.575	34.101	34.783
Project Manager (Transportation/Transit)	2831			33.355	33.433	35.996	36.716
Project Manager (Transportation Demand Management)	5508			34.707	35.290	37.890	38.648
Project Manager (Water Distribution)	5079			36.058	37.147		
Project Manager (Watershed Management)	2832						
Project Manager, Facilities (Design & Construction)	2636						
Project Manager, Integrated Management System	5362						
Senior Development Administrator	2606						
Supervisor, Accounts Payable	2992						
Supervisor, Computerized Maintenance Management System	6053						
Supervisor, Employment Supports	5505						
Supervisor, Employment Assessment Centre	6029						
Supervisor, Helping Hands (Community Participation)	1932						
Supervisor, Homebased Services	1593						
Supervisor, Policy & Planning	2659						
Supervisor, Quality Assurance (Lab)	2824						
Supervisor, Quality Assurance	6016						
Supervisor, Waste Processing	2657						
Project Manager (Waterfront Recreational Master Plan)	5531						



Collections Operations Coordinator	6017	40	<b>5B</b>	26.818	26.004	28.181*	28.744*
Motor Vehicle Repair Supervisor	710			28.003	27.629	29.839	30.435
Supervisor, Municipal Law Enforcement	2738			29.186	29.254	31.496	32.126
Traffic Services Foreman/Wmn	1676			30.369	30.879	33.154	33.817
				31.551	32.504		
Supervisor, Contract Inspections	6058	38.75	<b>5C</b>	27.491	26.842	29.090*	29.672*
Traffic Signal Foreman/Woman	1677			28.800	28.520	30.802	31.417
				30.109	30.198	32.513	33.163
				31.418	31.875	34.224	34.908
				32.727	33.553		
Supervisor, Emergency Medical Services	2226	42	<b>5SP</b>	31.812	29.399	31.861*	32.499*
				33.049	31.237	33.736	34.411
				34.335	33.074	35.610	36.322
				35.671	34.912	37.484	38.234
					36.749		
Supervisor, Community Traffic Services	2694	35	<b>6</b>	36.160	33.580	36.393'	37.120*
Supervisor, Engineering Services	2654			37.688	35.679	38.534	39.304
Supervisor, Signals & Systems	2691			39.217	37.778	40.674	41.487
Supervisor, Traffic Planning	2692			40.745	39.876	42.815	43.671
					41.975		

				MAY 1/05 (2.0%)	DEC 1/05	MAY 1/06 (2.0%)	MAY 1/07 (2.0%)
Electrical Supervisor	5446	40	W1	26.766	32.222	31.040'	31.661*
Maintenance Supervisor	5444			28.439	34.012	32.866	33.523
Process Supervisor - 8 Hour Shift (Days)	5570			30.112	35.802	34.692	35.386
				31.785		36.518	37.248
				33.458			
Process Supervisor - 12 Hour Shift	5447	40	W2	28.503	32.472	31.257'	31.882*
				30.285	34.262	33.096	33.757
				32.066	36.052	34.934	35.633
				33.848		36.773	37.508
				35.629			

## **(1) LETTER OF UNDERSTANDING -ORIENTATION**

The Employer agrees to provide each new Employee who is hired for a position within Schedule " A of the Collective Agreement an information kit that is to be supplied to the Employer by the Union. Further, the Union is to be provided an opportunity to meet with each new Employee during their probationary period with the City. This meeting shall be during the new Employee's paid working hours.

## **(2) LETTER OF UNDERSTANDING- (BRIDGING)**

Bridging forms will be signed upon hiring. With respect to current Employees, the Employer will ensure all Employees have the opportunity to sign the appropriate bridging forms.

W.S.I.B.

The Employer agrees that it will continue payment to those Employees who file for W.S.I.B at the rates of pay that would have been paid by the Workplace Safety and Insurance Board. Such payment shall not take place unless the Employee signs the bridging contract and waiver form as provided by the Employer. Such form shall direct repayment of any funds advanced to cover the bridging period to be paid directly to the Employer. Approved Bridging forms will be supplied by the Employer and signed upon hiring. The Employer **will** ensure all Employees have had an opportunity to sign the appropriate bridging forms. At such time as the claim **is** decided by W.S.I.B. payment will revert to direct payment from W.S.I.B.

LTD

The Employer agrees that it will continue sick benefit payment to those Employees who file for LTD until such time as the claim is decided. Such payment is conditional on the Employee taking every reasonable step to provide necessary medical support for the claim in a timely fashion.

Further, such payment shall not take place unless the Employee signs the bridging contract and waiver form as provided by the Employer. Such form shall direct repayment of any funds advanced to cover the bridging period to be paid directly to the Employer. Approved Bridging forms will be supplied by the Employer and signed upon hiring. The Employer will ensure all Employees have had an opportunity to sign the appropriate bridging forms.

### **(3) LETTER OF UNDERSTANDING- (EMPLOYER HEALTH TAX)**

In the event that the Employer Health Tax is abolished by the Ontario Government, the Employer will pay 100% of the cost to continue providing the benefits currently provided by the Ontario Government through the Employer Health Tax.

Further, the parties acknowledge that the recently introduced tax, commonly referred to as the "Ontario Health Premium" is not equivalent to, or replacement for the old OHIP Premium. It is a change in individual taxable income that is authorized through the Income Tax Act as a form of personal tax.

### **(4) LETTER OF UNDERSTANDING- (CLOTHING)**

The Employer agrees to meet with the Union during the term of this Agreement to discuss the issue of clothing.

### **LETTER OF UNDERSTANDING– RETIREMENT AGE**

With respect to any and all articles related to age of retirement or cessation of benefits coverage, it is acknowledged by the parties that the specified age was freely negotiated, with **full** knowledge that potential amendments to the Ontario Human Rights Code were pending.

### **LETTER OF UNDERSTANDING– INTERNSHIPS (CAPITAL PLANNING AND IMPLEMENTATION, DESIGN AND CONSTRUCTION)**

Whereas the parties agree it is of mutual interest for operational and administrative purposes that the employment relationship between the City, Local 1041, and Students hired in Capital Planning and implementation, Design and Construction be clarified and adjusted so that all Students performing work within the scope of Local 1041 are put in the same position;

The parties hereby agree, to the following terms and conditions:

1. The provisions of the Memorandum shall apply to Students employed in the job classification of Project Manager set forth in Schedule " A of the applicable Collective Agreement. Students hired into the position of Project Manager shall hold the classification of Project Manager (Interns) and their rate of pay shall be **as** set out in the Attached Appendix " A
2. The Intern classifications comprises students performing duties that may include some duties that could generally be described as regular duties or functions of existing classifications **as** defined in the Collective Agreements.

3. The parties agree that the Intern job classifications set fourth in Appendix " A are exempt from any and all Job Evaluation Manual Procedures and Rating manuals for the Job Evaluation and Wage Administration.
4. It is understood that Students shall not be used to usurp the posting procedures of the Collective Agreement(s)
5. It is not the intent of the Employer to use Intern as a means by which to reduce regular full time staff complement on a permanent basis, or to otherwise usurp the posting provisions of the Collective Agreement.
6. An intern is an Employee with the City, occupying a full time student position, during his or her regular school, college or university vacation period, or in a student employment program, during this or her regular school, college or university session or vacation period or occupying a "co-operative education position" under a co-operative education program. A Student employed as an Intern may be employed by the City in that capacity for a period of not more than 16 months cumulatively.

Overtime that is scheduled and/or overtime resulting from a call-out shall only be offered to Interns when no other qualified regular Employees are available in the division in which the overtime is available.

8. Interns shall not be entitled to shift premiums.
9. Local 1041 recognizes that Interns shall not be classed as "regular employees" and shall not attain seniority, shall not be eligible for benefits, and further, time spent in the service of the City as an Intern shall not count towards a probationary period or accumulated aggregate service.
10. No Intern shall be retained in work, or be hired to work, within any Local 1041 bargaining unit position until any Employees laid off from any Local 1041 bargaining unit have been recalled or otherwise offered employment, provided they have sufficient ability and qualifications to perform the work required.
11. The parties agree to establish a joint labour relations committee to deal with any labour relations or operational disputes or issues arising out of the application of this Memorandum.

Appendix " A

Project manager (Intern)  
(effective January 1, 06)

	Wage Rate	Percentage Entitlement Rate Match with maximum cap.*
1 <sup>st</sup> Year	Salary Grade 5A	50% of end rate of wage grid
2 <sup>nd</sup> Year	Salary Grade 5A	55% of end rate of wage grid
3 <sup>rd</sup> Year	Salary Grade 5A	60% of end rate of wage grid
4 <sup>th</sup> Year	Salary Grade 5A	65% of end rate of wage grid
5 <sup>th</sup> Year	Salary Grade 5A	70% of end rate of wage grid

\*The "maximum rate cap" does not apply to co-op students occupying a "co-operative education position" under a co-operative education program given such students are expected to perform the principle duties for their position during the co-op placement.

## LETTER OF UNDERSTANDING- WATER & WASTEWATER EMPLOYEES

Effective January 1, 2005, the City of Hamilton reassumed direct control of its water and wastewater treatment plants and outstations.

As a result, a number of employees previously employed by *American Water Services Canada Corporation* were offered and accepted employment with the City of Hamilton.

Further, having reviewed the general duties of those positions, a number of positions were identified as falling within the scope of CUPE Local 1041.

Upon acceptance of employment with the City of Hamilton, the above noted positions/employees were granted their existing rate of pay upon acceptance and benefits, including Extended Health Care, Dental, Life Insurance, Short Term and Long Term Disability, and vacation entitlement as per the City of Hamilton non-union employee group.

Upon ratification of a new collective agreement between the City of Hamilton and CUPE Local 1041, the above noted positions/employees shall be entitled to the wage increases applicable from January 1, 2005 onward, as set out in the ratified collective agreement. The benefits, including Extended Health Care, Dental, Life Insurance, Short Term and Long Term Disability, and vacation entitlement shall be also as set out in the new collective agreement between the City and CUPE Local 1041, effective the date

ratified by the parties.

The employees total service as an employee of *American Water Services Canada Corporation* will be recognized by the City of Hamilton, and union seniority with CUPE Local 1041 shall be as recognized as per Article 11 of the new collective agreement.

Union dues will be deducted in accordance with the collective agreement between the City and CUPE Local 1041.

With respect to items, which may include, but are not limited to, hours of work, overtime and clothing, that may differ or not be addressed within the collective agreement between CUPE Local 1041 and the City, due to the unique nature of the operation of the water and wastewater treatment plants and outstations, the parties agree to meet to discuss and address issues within forty-five (45) days of ratification of this collective agreement.

## **LETTERS OF UNDERSTANDING -APPLICABLE TO EMS ONLY**

### **LETTER OF UNDERSTANDING - CME SCHEDULING AND PAYMENT**

Whereas the parties wish to address the matter noted above in the interest of providing a mutually agreeable resolution for all parties;

1. Both parties agree that EMS Supervisors will have the flexibility and responsibility of their CME scheduling based on the terms of this agreement. The parties agree that any classroom training or education covered as part of this agreement, conducted by the Employer, shall occur between the hours of 0700 and 1900 unless otherwise mutually agreed.
2. Both parties agree that the employer will endeavour to post the CME schedule with as much notice as possible to accommodate the scheduling.

Once the Employer is successful in obtaining dates for CME's the Employer will post the CME dates for the calendar year. Any of the training dates covered by this agreement that are in the control of the employer will be communicated to staff no later than December 15 of the preceding year and tentative dates for all others will be provided. Dates will be changed with no less than 14 days notice or as otherwise mutually agreed upon...

3. Both parties agree to the following hours for the purpose of CME only;

<b>Class &amp; or clinical hours</b>	<b>ACP</b>	<b>PCP</b>
Winter	8	8

Early Spring	a	a
Late Spring/Early Summer	8	0
BH Clinical – approx ■ medic per week	a	0
BH Fall Re-cert	8	a
<b>Total</b>	<b>40</b>	<b>24</b>

4. The PCPs may have up to one 8 hour class added to total 32 hours per year.
5. Once supplied with the dates for CME's, the Employer recognizes that the Supervisors will self – schedule their CME's within the following terms.
6. Both parties agree that for operational purposes, the number of Supervisors minimally needed for street coverage during a CME day shift will be 3 (three); East, West and Mountain Districts. Therefore, for CME's, the minimal street coverage for supervisors will be reduced to 3 (three).
7. Both parties agree that training is not a core activity, therefore in order to attend CME, vacation time off will as otherwise agreed, will not be withheld on CME days.
8. Once scheduled, a Supervisor who is scheduled for CME on their regularly scheduled day of work wishes to switch their CME day, they may only do so by mutual agreement with another Supervisor.
9. Where a Supervisor is off work due to illness, WSIB, Compassionate, Jury/Witness duty, Maternity, Union Business or EPL and the Supervisor misses the CME they were scheduled for then that Supervisor will be re-scheduled on a day of regularly schedule work if available as deemed by the employer, otherwise on a regular day off.
10. In the circumstance where the Supervisor may be on modified duties, then the Supervisor will attend CME on their regularly scheduled modified shift in whole, or in part if the Supervisor is only working ½ (half) days on their modified assignment.
  - Supervisors who is required to attend CME on their day off as there are no positions available on shift will be compensated at 1.5 (one and a half) times their rate of pay. The Supervisor may whom agrees to attend on their day off and be compensated at the overtime rate may choose to bank the time at 1.5 (one and a half) times to use for time off purposes, or have paid out in accordance with the effective CBA and/or working conditions.
12. The Union acknowledges that where Supervisors self-schedule, the employer will not be the subject of a grievance where the discrepancy of CME scheduling on a



supervisor's regularly schedule day of work or day off is in dispute. The Employer recognizes that the Union will perform the scheduling of CME based upon the Union's process.

Dated at Hamilton this 29th day of December, 2004.

## **LETTER OF UNDERSTANDING - OVERTIME DISTRIBUTION**

The parties hereby agree to the following terms with respect to distribution of overtime for EMS Supervisors only;

1. The parties agree that the City will attempt to contact non-supervisor paramedics first for all instances of special event paramedic coverage. If the call out list for both full time and part time non-supervisor paramedic staff is exhausted and the special event shift remains vacant, then the Employer will notify the Union who will fill the shift with an EMS Supervisor, via a process established and conducted by the Union.
2. For those special events requiring more than two (2) non-supervisor paramedics, the City will notify the Union, who will then assign via a process established and conducted by the Union, an EMS Supervisor to the special event for supervision of the paramedics assigned to the event.
  - a. For events requiring more than four (4) non-supervisor paramedics, the City will notify the Union, who will then assign via a process established and conducted by the Union, a second EMS Supervisor to the special event for the supervision of the paramedics assigned to the event.
  - b. For every additional four (4) non-supervisor paramedics assigned to a special event, the City will notify the Union, who will assign EMS Supervisors to the event such that the ratio of Supervisors to non-supervisor paramedics will be one (1) to four (4) (1:4).
3. The parties agree and understand that the Supervisor(s) assigned to special events as described in Article 2 above will be assigned a Paramedic Response Unit or other non-transport EMS vehicle. Supervisor(s) assigned to special events as described in Article 1 will be assigned to the vehicle allocated for the event.
4. Without limiting the generality of the foregoing, the grievance numbered above is hereby withdrawn and settled.

Dated at Hamilton this 5th day of October, 2004.

## **APPENDIX "A"**

### **GROUP LIFE INSURANCE**

Group Life Insurance with benefits equal to two (2) times the annual basic wage rate of the Employee to the nearest one thousand dollars.

Effective Date of Ratification- 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.

## **APPENDIX "B"**

### **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.

## 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 non-occupational illness/injury during both short and long term disabilities. This Plan replaces the Cumulative Sick Leave Allowances Program and is not intended to duplicate or replace any Workers' 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 non-occupational illness/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 non-occupational illness/injury as determined by a qualified medical specialist, 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. It is understood that the weekly amount payable under this plan will at least match the income benefits EI would pay based on the Employee's insurable earnings.

**SHORT TERM INCOME PROTECTION PLAN**

3. Short-term coverage will apply to disabilities lasting up to twenty-six (26) weeks and pay will be continued in accordance with the following:
  - (i) Employees shall be entitled to Short Term coverage as follows:

From date of eligibility until completion of one year of service – 15 weeks at 66 2/3% pay.
  - (ii) Employees with one (1) or more years of service shall be entitled to short term income protection based on the following table:
    - (a) Employees who have completed one full year of service shall have two (2) weeks entitlement to short-term income protection at 100% of pay and 24 weeks at 66 2/3% pay;
    - (b) Employees who have completed two years of service shall have three (3) weeks entitlement to short-term income protection at 100% of pay and 23 weeks at 66 2/3% pay;
    - (c) Employees who have completed three years of service shall have four (4) weeks entitlement to short-term income protection at 100% of pay and 22 weeks at 66 2/3% pay;
    - (d) Employees who have completed four years of service shall have five (5) weeks entitlement to short-term income protection at 100% of pay 21 weeks at 66 2/3% pay;
    - (e) Employees who have completed five years of service shall have six (6) weeks entitlement to short-term income protection at 100% of pay and 20 weeks at 66 2/3% pay;

- (f) Employees who have completed six years of service shall have seven (7) weeks entitlement to short-term income protection at 100% of pay; 19 weeks at 66 2/3% pay
- (g) Employees who have completed twenty-five years of service or more shall have twenty-six weeks entitlement to Short-term income protection at 100% of pay;
- (iii) Absences extending for a time frame beyond that for which accrued 100% weeks are available are covered at 66 2/3% of pay.
- (iv) Employees who currently have a higher number of weeks entitlement at 100% than the number of weeks entitlement noted above shall have their entitlement frozen at the higher level. Each Employee will be advised of the number of 100 % weeks entitlement they have within 30 days of ratification.
- (v) An Employee who is not present at work on becoming eligible for additional weeks shall have their entitlement increased following their return to work.
- (vi) Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to non-occupational illness/injury will constitute an occasion:
  - (a) from the first day of absence for the first three occasions of absence in a calendar year, and
  - (b) from the second day of the fourth absence in the calendar year, and
  - (c) from the third day of the fifth absence in the calendar year, and
  - (d) from the fourth day of the sixth and subsequent absences in a calendar year.
- (v) On consent of the Employer, Employees may be given an opportunity to utilize existing lieu time or vacation credits, to replace the unpaid days as provided above in (ii), (iii) or (iv). Where the absence is supported with a medical certificate such consent will not be unreasonably withheld.
- (vi) 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.

- (vi) 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.
4. (i) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.
- (a) Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months.
  - (b) A disability due to a different cause will be considered a new period after a return to active employment for one month.
5. (i) No benefits will be payable during a period of pregnancy leave of absence to which an Employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the Employee has applied and been approved by the Employer.
- (ii) Short term disability payments will be offset by any disability benefits payable to the Employee from the Canada Pension Plan.
- (iii) The Employer will continue to pay fringe benefits costs including Dental, O.H.I.P., Extended Medical benefits, Life Insurance, etc., and any other applicable benefits negotiated as long as the employee remains qualified to receive STD or LTD benefits or until his/her 65th birthday, whichever comes first. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

## ATIONS

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



not, or has ceased to be eligible for sick leave benefits.

9. On retirement or death of an Employee the General Manager 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.

## **LONG TERM DISABILITY PLAN**

### **10. ELIGIBILITY**

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

### **11. EFFECTIVE DATE OF BENEFITS**

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

### **12. LONG TERM DISABILITY BENEFIT**

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

### **13. MONTHLY BENEFIT**

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

- (i) Sick Pay or vacation pay from the City\Region
- (ii) Any other group insurance disability benefits arranged through the Employer or any professional association.
- (iii) Retirement benefits from the City, or a governmental plan

- (iv) Governmental disability benefits
- (v) Canada or Quebec Pension Plan benefits (excluding benefits for dependents and automatic adjustment due to Cost of Living Index while receiving benefit).

#### 14. **COMMENCEMENT OF BENEFITS**

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

#### 15. **BENEFIT PERIOD**

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

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

#### 16. **DEFINITION OF TOTAL DISABILITY**

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

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

- (ii) Upon the request of their Employer, a worker who claims or is receiving benefits under the insurance plan shall submit to a health examination by a health professional selected and paid for by the Employer.

**DISABILITIES**

- (iii) A recurrence of total disability due to the same or related causes will be treated as the same disability unless the member returned to work full time for more than:
  - (a) 1 month if satisfying the qualifying period, or
  - (b) 6 months if receiving the disability benefits.

**17. REHABILITATIVE EMPLOYMENT**

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

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

**18. WAIVER OF PREMIUM**

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

**19. TERMINATION OF EMPLOYMENT**

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

**20. IS ID 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;
- (v) Alcoholism, drug addiction or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively supervised by a rehabilitation centre or Provincially designated institution;
- (vi) If your disability is due to a nervous, mental, psychological or emotional disorder, payments will not be made unless you are under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

## **21. COST OF THE PLAN**

The premiums will be paid in full by the City.

## **22. TAXABILITY OF BENEFITS**

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

## **23. CLAIMS**

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

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

## **NOTES:**

## **24. SICK LEAVE CREDITS**

- (a) 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.
- (b) The terms of the existing Cumulative Sick Leave Allowances Plan shall remain in effect, except as modified by this Plan.
- (c) 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.
- (d) An Employee may elect to supplement a Workers' Compensation Board award up to 100% of regular earnings.
- (e) 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.

# **APPENDIX “C”**

## **SUMMARY OF BENEFITS**

**CITY OF HAMILTON**

**FRONTLINE SUPERVISORS**

**GROUP CONTRACT NUMBER: 2672B**

**EFFECTIVE DATE: REFER TO MASTER CONTRACT**

**ELIGIBILITY PERIOD: As stipulated by your Employer**

### **IMPORTANT INFORMATION:**

This material summarizes the important features of your group benefit plan. This booklet is prepared as information only, and does not, in itself, constitute a contract. The exact terms and conditions of your group benefits are described in the contract held by your Employer.

The information contained in this booklet is important and should be kept in a safe place.

## SUMMARY OF BENEFITS

### Benefits Underwritten by the Maritime Life Assurance Company

#### EXTENDED HEALTH BENEFITS (EHB)

Deductible– Nil.

100% reimbursement of eligible charges.

#### Prescription Drugs

Deductible– Nil.

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

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

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

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

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

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

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

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

Maximum amount allowable	- \$200 per person per calendar year.
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#### d) **Chiropractor:**

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

Deductible– Nil.

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

#### Vision

Deductible – Nil.

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

When visual acuity can be improved to at least 20/40 with contact lenses and cannot be improved to that level with eyeglasses, this plan will pay up to a lifetime maximum of \$200 for contact lenses when prescribed by a medical doctor, ophthalmologist or optometrist.

### **Out of Province Coverage**

100% reimbursement of eligible charges.

**EHB Overall Lifetime Maximum – unlimited.**

### **DENTAL BENEFITS**

#### **Deductible:**

Nil.

#### **Co-Payment:**

**Procedures A – I:** 100% reimbursement of eligible charges, up to the amount specified in the applicable Fee Guide.

**Procedures J – L:** 50% reimbursement of eligible charges, up to the amount specified in the applicable Fee Guide.

**Procedure M (For dependent children up to age 18 only):** 50% reimbursement of eligible charges, up to the amount specified in the applicable Fee Guide.

#### **Maximums :**

**Procedures A – I – Unlimited**

**Procedures J – L - \$1,000 per person per 12 consecutive months.**

**Procedure M Lifetime Maximum - \$1,500 per dependent child.**

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

#### **Predetermination of Dental Benefits**



Prior to beginning a course of major dental treatment which is expected to cost \$300 or more, you should obtain from your dentist and submit to Maritime Life a treatment plan outlining the procedures and charges. Your dentist may be required to submit any relevant x-rays.

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

**Note:**

A calendar year is January 1 to December 31.

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

**Eligible Dependents**

Dependents (if applicable) include:

- i) your legally married spouse or a person of the opposite or same sex who lives with you in a conjugal relationship outside marriage;
- ii) unmarried, unemployed children under the age of 21 years, including newborns;
- iii) unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason on mental or physical disability;
- iv) unmarried, unemployed dependent children under 25 years of age in full-time attendance at a school, college or university.

**Termination of Benefits**

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

the date you terminate employment (except with respect to a Retired Employee) or attain age 65;

the date you cease to be eligible under the terms and conditions of the Group Agreement; or

the termination date of the Group Agreement.

**Extension of Benefits**

If your coverage terminates while you or your dependent are totally disabled, benefits shall continue for disability related expenses, until the earliest of:

the date the Group Agreement terminates;  
the date total disability ceases;  
the 90th day following termination of coverage; or  
the date you or your dependent become eligible for coverage under any other Group Policy.

## **Claiming Benefits**

### **Assignment of Benefits to the Provider**

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

### **Direct Claims Submission**

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

### **Claims must be submitted to the address indicated on the claim form.**

Extended Health claims should be submitted within 180 days after the end of the calendar year in which the claim was incurred. If the Group Agreement terminates, no payment is made with respect to any claims unless proof is submitted within 90 days of termination of the policy.

Dental claims should be submitted within 180 days after the end of the calendar year in which the claim was incurred. If a delay is anticipated Maritime Life should be notified in advance. If the Group Agreement terminates, no payment is made with respect to any claims unless proof is submitted within 90 days of termination of the policy.

## **Coordination of Benefits**

Your Maritime Life plan includes a Coordination of Benefits provision. If you have similar benefits through any other insurer, the amount payable through this plan shall be

coordinated as follows, so that payment from all benefit plans does not exceed 100 percent of the eligible expense. Where both spouses of a family have coverage through their own employer benefit plans, the first payer of each spouse's claims is their own employer's plan. Any amount not paid by the first payer can then be submitted for consideration to the other spouse's benefit plan (the second payer).

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

## **Conversion**

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

## **EHB (Extended Health Benefit) Plan**

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

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

## **General Information**

No medical examination is required.

Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Maritime Life 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 GENERIC PLAN:** drugs, medicines and injected allergy sera, and insulin (needles, syringes and chemical testing agents for use by diabetics) purchased on the prescription of a licenced physician or dentist and which are listed in the Maritime Life Formulary Three, Smoking cessation aids (transdermal patches and nicotine gum only) are limited to 3 months supply once only one person. Also covered are drugs in the following categories: Anti Anginal agents, Anti Cholinergic, Anti Parkinsonian agents, Any Arrhythmic Therapy, Anzymatic Zonulolytic, Hypercholesterolemia Therapy, Oral

Fibrinolytic, Parasympathomimetic, Potassium Replacement Therapy, Topical Enzymatic Debriding agents, Bronchodilator, Hyperthyroidism, T.B. Therapy, Fluoride, Benefits are not payable for vitamins (unless injected), vitamin/mineral preparations, anti-obesity treatments, charges made for the administration of serums, vaccines or injectable drugs, general public (G.P.) products, or drugs not approved for legal sale to the general public in Canada.

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

- 2. PRIVATE NURSING:** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN); when such services are provided in the home or hospital by a Registered Nurse who is registered in the jurisdiction in which the services are performed and is not a relative of the patient, an employee of the hospital, nor lives in the home of the covered person. RN services must be certified medically necessary by the attending physician. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

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

- 3. PHYSIOTHERAPY:** Services of a licensed physiotherapist who is not normally a resident in your home.
- 4. DIAGNOSTIC SERVICE:** For provinces where diagnostic services are not covered by the provincial health plan, diagnostic laboratory and x-ray services performed in a hospital or licensed medical laboratory.
- 5. ACCIDENTAL DENTAL:** Dental care to repair or replace natural teeth as a result of a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Treatment must begin within 90 days of the accident, and must be completed within three years. Maritime Life must be notified immediately. Payment will be based on the monetary rates shown in the Ontario Dental Association Fee Guide for General Practitioners in effect at the time of treatment. Where the patient is less than 18 years of age at the time of the accident, treatment must be completed prior to attainment of age 19. The replacement of natural teeth is subject to a limit of \$500 per accident.

6. **PROSTHETIC APPLIANCES:** Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye; splints; trusses; casts; cervical collars; braces (excluding dental braces); internal catheters; urinary kits; external breast prostheses (following mastectomies); 2 pairs of surgical brassieres following a mastectomy; surgical stockings for relief and control of varicose veins or following surgery on the legs; wigs (following chemotherapy, to a lifetime maximum of \$70); ostomy supplies (where a surgical stoma exists); lancets; corrective prosthetic lenses and frames (once only for purposes who lack an organic lens or after cataract surgery); custom-made orthopedic boots or shoes or adjustments to a stock item footwear, custom molded foot orthoses (orthotics), up to a combined maximum of \$500 per employee or spouse per calendar year, and as required for dependent children. Surgical stockings with a compression factor greater than or equal to 25mmg to a maximum of six (6) pairs per calendar year.
7. **PRIVATE HOSPITAL:** If you are hospitalized in a contracted private hospital in accordance with the formal agreement between the hospital and Maritime Life, payment will be made for room and board charges in excess of those payable by your provincial health plan.
8. **DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs.
9. **MEDICAL SERVICES AND SUPPLIES:** Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.
10. **AMBULANCE:** Licensed ground, water and air ambulance services (the difference between the government agency allowance and the customary charge).
11. **HOSPITAL EXPENSES AND SUPPLIES:** Charges for hospital services and supplies obtained from a licensed hospital or a surgical supply company while the person is not confined in the hospital.
12. **PARAMEDICAL SERVICES:** Services of the following registered/certified practitioners up to the maximum shown on the "Summary of Benefits" pages:
  - (a) Clinical Psychologist;
  - (b) Masseurs – when the patient's attending physician authorizes in writing that such treatment is necessary;

- (c) Speech Pathologists– when the patient’s attending physician or dentist authorizes in writing that such treatment is necessary;
  - (d) Chiropractors– benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.
- 13. VISION:** Payment towards the purchase of new or replacement eyeglasses (frames and/or lenses) or contact lenses for you or an eligible dependent when prescribed by your doctor, ophthalmologist or optometrist as a result of an eye examination. Charges to repair existing frames or lenses are also covered. Refer to your Summary of Benefits for the amount and frequency of payment. Eyeglasses must be purchased and repairs made for your use or the use of a recognized dependent. The certificate of coverage is not transferable. Benefits are not payable for the cost of the eye examination (eye examinations however, may be covered under your basic provincial government health plan), industrial safety glasses, non-prescription sunglasses, or charges for expenses covered by the Workers’ Compensation Board or any government plan.
- 14. HEARING AIDS:** Payment towards the purchase of a hearing aid for you or an eligible dependent, when prescribed by a physician or hearing specialist. Eligible charges include the cost of repairs and initial batteries. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for ear examinations, tests, replacement batteries or expenses covered by the Workers’ Compensation Board or any government plan.

**Limitations**

Extended Health Benefits are not payable for:

- Services normally paid through any provincial hospital plan, any provincial medical plan, Workers’ Compensation Board, other government agencies or any other source.
- Services or supplies provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, health spa, nor when a patient is confined to a nursing home or home of the aged and receives Ontario government assistance.
- Dental care (except outlined under “Benefits”).
- Rest cures, travel for health reasons, insurance examinations or services or supplies for cosmetic purposes.
- Any benefit provided outside Ontario at an amount greater than the reasonable and customary charges Maritime Life would pay for such a benefit, with the exception of allowances for rates of exchange as outlined under “General Information”.
- Expenses incurred for benefits or that part of benefits which cease to be

payable under any government program.

### **Out of Province Coverage**

The following benefits provide protection when traveling (for other than health reasons) or vacationing outside your province of residence. Refer to the Summary of Benefits for information regarding reimbursement of this benefit.

Note: These benefits will not be paid for any condition resulting from a psychiatric disorder; or to patients in chronic care hospitals, chronic units of general hospitals, or nursing homes.

### **Benefits**

- (a) Payment for the cost of hospital accommodation up to the ward level which is in excess of the amount paid by a provincial health plan or any other group plan.
- (b) Hospital services and supplies not normally provided in a) above.
- (c) Payment for charges made by a physician or surgeon (including diagnosis and treatment) when such charges are over and above the allowance made by a provincial health plan.
- (d) Round trip economy air fare for a qualified medical attendant (not a relative) and the extra costs for the number of economy seats required to return the covered person, by most direct route, to the air terminal nearest the departure point in Canada, in the event that illness or injury is such that you must fly home and the attending physician or commercial airline stipulates in writing that you must be accompanied by a qualified medical attendant.
- (e) Payment for charges made by chiropractors, chiropodists and podiatrists to a maximum of \$10 Canadian per treatment date, subject to payment by a provincial health plan.

### **How to Claim Benefits**

When eligible expenses are incurred outside your province of residence, request detailed receipts (in duplicate if possible). Send one set of receipts to your provincial government health plan for their consideration and payment. When they have replied, send original proof of their payment together with receipts and a completed claim form to Maritime Life for payment of remaining eligible benefits. Payment will be made in Canadian currency, based on the rate of exchange in effect at the conclusion of the service rendered as determined by any Canadian Chartered Bank. Please note that claims in foreign languages require an accompanying translation.

## Exclusions

### Benefits are not payable for:

- Services or supplies not listed under Benefits.
- Services or supplies for cosmetic purposes, as determined by Maritime Life.
- Charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- Charges incurred as a result of self-inflicted injury.
- Charges incurred while committing, or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed.
- Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.
- Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown on your Summary of Benefits.
- Services or supplies paid through any other source such as government or any other service.
- Services completed after termination of coverage.

### Extension of Benefits

If an employee or dependent has impression taken or a tooth prepared for an appliance while covered and benefits cease because of termination of employment, then coverage will be deemed to continue in force for 90 days for charges incurred for that treatment.

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



# APPENDIX "D"

The City of Hamilton

Forward Completed Form to:

Mailing Address:

Lost Time Co-ordinator  
Human Resources  
71 Main Street West  
Hamilton ON L8P 4V2

Physical Address:

Lost Time Co-ordinator  
Human Resources  
Standard Life Building  
120 King Street West, 9th Floor  
Hamilton, ON L8P 4V2 Fax (905) 546-2324

Claims for Income Protection Benefits  
(Short Term Disability)

Instructions:

1. Please Print.
2. Part 1 to be completed by patient.
3. Part 2 to be completed by physician.
4. Any charge for completing this form is the patient's responsibility.
5. Following the claims decision, this document will be forwarded to Lost Time, Return to **Work/Work** Accommodation Services and the Director of Employee and Labour Relations, and will become part of the Employee's confidential health record separate from the Employee's personnel file.
6. Claims Forms are required to be submitted as per the Collective Agreement or otherwise as directed by the Employer.
7. Both Part 1 and 2 must be completed in full before S.T.D. payments can be authorized

Personal information contained on this form is collected under the authority of the Municipal Act, R.S.O. 1990, c. M.45, and will be used a) by the Claims Section, independent medical or Long Term Disability Carrier to determine eligibility for disability benefits and b) Return to **Work/Accommodation** Services and The Director of Employee and Labour Relations to evaluate work accommodation alternatives. Questions about this collection should be directed to the Director of Labour Relations

**PART 1 EMPLOYEE STATEMENT - TO BE COMPLETED PRIOR TO SUBMITTING TO PHYSICIAN (please print)**

1. Name:	Department:	Employee No:
2. Start of Present Absence: (day/month/year)	<input checked="" type="checkbox"/> This Absence a Result of a Workplace Accident/Incident? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Occupation/Title:	Physical Effort Required: <input type="checkbox"/> light <input type="checkbox"/> moderate <input type="checkbox"/> heavy	

Employee Signature \_\_\_\_\_ Date: (day/month/year)

**PART 2 ATTENDING PHYSICIAN'S STATEMENT (Incomplete information will result in the Employee being non-paid) (please print)**

b) Additional conditions or complications which might affect duration of absence from work

2. To the best of your knowledge: a) indicate when symptoms first appeared or accident happened (day/month/year)	b) has patient had same or similar condition <input type="checkbox"/> No <input type="checkbox"/> Yes, please state when and describe
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4. Date of hospital in-patient admission (day/month/year)	Date of discharge (day/month/year)
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5. Nature of treatment (e.g. date and type of surgery)

physician

7. a) Date of first visit during present period of absence from work  
(day/month/year)

b) Date of latest attendance (day/month/year)

c) Were you actively supervising this patient's care during the full period  
 No, comment in remarks  
 Yes, state frequency of visits  Weekly  Monthly  Other (specify)

8. a) To the best of my knowledge, indicate period patient has been unable to work at own occupation as a result of present condition  
From (day/month/year) To (day/month/year) inclusive

b) If still unable to work, give approx. date patient should be able to return OR the estimated number of weeks before possible return  
(day/month/year)

9. The Employer has a proactive work accommodation policy. In light of your response to Part 2 No. 8, above, is this Employee capable of performing their regular or modified duties at the present time?

- No, (please provide explanation, e.g. nature of restrictions, limitations)  
 Modified Duties (please provide explanation, e.g. nature of restrictions, limitations)  
 Regular Duties

10. Remarks - Please provide comments and further details which you feel would be helpful

Name of Attending Physician (please print)

Speciality

Telephone No.

Signature

Date (day/month/year)

# APPENDIX “E”

## C.U.P.E. 1041 Job Evaluation Manual of Procedures

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### Introduction

The City of Hamilton’s Total Compensation Policy contributes to the City’s goal to become a City of choice for high performing public servants in attracting, retaining, motivating and rewarding employees. This total compensation links to the mission, vision and values of the City and is the sum of salaries, benefits and perquisites.

Total compensation recognizes and rewards factors such as employee contributions to the mission, vision and values of the City and employee behaviours that reflect the corporate values.

The City of Hamilton seeks to ensure external competitiveness in the employment market through compensation practices that are fair, equitable, consistent, aligned, competitive, affordable and in accordance with the legal requirements of the Pay Equity Act and The Employment Standards Act.

### Purpose

The purpose of this Manual is to:

- describe the City’s Job Evaluation Plan which is the tool used to evaluate jobs;
- establish the method for documenting and rating jobs through the application of the Job Evaluation Plan;
- define the terms used in job evaluation related processes; and
- maintain a gender-bias free and equitable salary structure.

### C.U.P.E. 1041 Job Evaluation Plan

Job evaluation is a way of measuring jobs to determine the relative value of the job. It measures the skill, effort, responsibility and working conditions of jobs so that jobs can be compared one to the other to ensure internal equity. Job evaluation assesses the value of the work not the person.

The City of Hamilton’s C.U.P.E. 1041 Job Evaluation Plan was designed specifically to measure C.U.P.E. 1041 jobs in the City. It is the measurement tool applied to all C.U.P.E. 1041 jobs to assess a job’s value.

The Plan uses 14 factors to measure jobs. Each factor has several levels to reflect the diversity of the City’s C.U.P.E. 1041 jobs. In addition, some factors have two dimensions

(breadth and depth) so that in total, the plan measures 22 different aspects of each job. Applying the factors to a job results in a rating which is the evaluation of the job's worth or value. Jobs of similar worth or value are grouped together into salary levels so that similar jobs are paid similarly.

Once all jobs have been evaluated or rated, a foundation exists from which to measure changes in job content.

The following principles apply to job evaluation:

- It is the content of the job that is analyzed, not the person doing the job;
- Jobs are evaluated without regard to existing job rates;
- Jobs are evaluated on each factor by considering the specific requirements of the job; and
- Workload is not a consideration in evaluating a job.

### **C.U.P.E. 1041 Job Evaluation Plan Factors**

- Core Service Delivery & Impact on Safety/Well-Being
  - a Fulfilling Regulatory Commitments
- Responsibility For Continuous Improvement
  - a Managing People & Scope of Responsibility
- Managing Physical & Information Assets
  - a Impact on Financial Effectiveness
  - a Core Knowledge & Nature of Field Work/Discipline
- Depth & Breadth of Supplementary Knowledge
- Planning Skills
- Communication Skills
  - a Interpersonal Skills
- Problem Solving Skills & Challenges
  - a Physical & Sensory Demands
  - a Environmental Demands & Types of Conditions

## Documenting and Evaluating Jobs

Jobs are evaluated based on information that is gathered and documented in various types of job documents. Job documents contain the information used to rate a job and to compare and assess changes in a job so that it can be assigned to the proper level in the salary schedule. Job documents must provide complete details about the job so that it can be evaluated and assigned a fair and equitable salary given its skill, effort, responsibility and working conditions.

One of the primary sources of information about a job is the job description. Management is responsible for ensuring that job descriptions are accurate and up-to-date. This will ensure that jobs are appropriately evaluated and appropriately paid.

In addition to job descriptions, job documents also include Job Analysis Questionnaires, job site reviews, and interviews.

## Creating a New Job

### 1. Obtain Authority to Create the New Job

New jobs are approved in accordance with the following authorities:

APPROVAL TO ESTABLISH POSITIONS WITHIN APPROVED DEPARTMENT BUDGET	APPROVAL TO ESTABLISH POSITIONS WITHIN APPROVED CORPORATE BUDGET	APPROVAL TO ESTABLISH POSITIONS OUTSIDE APPROVED CORPORATE BUDGET
General Manager	City Manager (on recommendation of Corporate Management Team)	City Council (on recommendation of City Manager)

### 2. Document the New Job

The Manager or Supervisor, to whom the new job will report, completes a C.U.P.E. Job Analysis Questionnaire (JAQ) to document the primary function of the job and its duties and responsibilities.

The JAQ must be signed off by the appropriate organizational levels as described in the JAQ document.

### 3. Submit Job Information to Human Resources

The Manager or Supervisor submits the completed and signed off C.U.P.E. 1041 Job Analysis Questionnaire along with a job description to the Job Analyst responsible for the department. Job Analysts are available to assist in the preparation of job descriptions. Job descriptions are retained on job files held in Human Resources.

### 4. Assign a Preliminary Evaluation to the Job

The Job Analyst will evaluate or rate the job by applying the C.U.P.E. 1041 Job Evaluation Plan to the job based on the information contained in the JAQ. Each factor in the Job Evaluation Plan is assessed and a preliminary evaluation of the job is established to determine the salary level.

At this stage, the Job Analyst may request that job documents such as JAQs or job descriptions be completed for other related positions in the work unit or elsewhere in the organization to ensure consistency in the application of the job evaluation plan.

The Job Analyst will inform the Union and the Manager or Supervisor who submitted the job for evaluation of the results of the evaluation, i.e. the salary level to be applied to the job.

The evaluation of the job is subject to the reconsideration process provided for in these procedures. If no request is made for reconsideration within thirty (30) days, the evaluation of the job becomes final and binding.

### **Evaluating Changes in an Existing Job**

Changes in job content can affect the skill, effort, responsibility and/or working conditions of a job, and thus its value and the level at which it is paid. Changes to job content can occur as a result of departmental restructuring, introduction of a new program or creation or deletion of services by another authority or jurisdiction.

Managers and Supervisors who have jobs reporting to them that have changed must initiate the process for reviewing the job to ensure that it is paid fairly. This is done by having the incumbent complete a Request for Review form and a Job Analysis Questionnaire. Changes in jobs must be reported as soon as possible to avoid creating and perpetuating pay inequities.

The process for evaluating a job that has changed is as follows:

#### 1. Document the Changes in the Job

The incumbent(s) or Manager/Supervisor can initiate a review of the position. The incumbent(s) complete(s):

- a Request for Review Form outlining what has changed in the job and what factors should be reviewed; and
- those portions of the Job Analysis Questionnaire that address the changes in the job's skill, effort, responsibilities and working conditions.

## 2. Submit Job Information to Human Resources

The incumbent submits a completed Request to Evaluate Changes in an Existing Job, a completed JAQ and a revised job description. It is important to submit a revised job description so that it is accurate and up-to-date. The Supervisor or Manager submits the forms to the Director and General Manager for sign off. Signing the Request to Evaluate Changes in an Existing Job and the JAQ indicates full agreement with the information contained in these documents.

Once all documents have been signed off, the General Manager submits them to the appropriate Job Analyst.

## 3. Assign an Evaluation to the Job

The Job Analyst reviews the Request for Review Form, job description, Job Analysis Questionnaire and other job documents provided. Using those documents, the Job Analyst conducts an assessment of the changes in the job and the impact those changes have on the evaluation and classification of the job.

The Job Analyst may also request a site inspection or interviews with incumbents, Supervisors or Managers.

At this stage, the Job Analyst may request that job documents such as JAQs or job descriptions be completed for other related positions in the work unit or elsewhere in the organization to ensure consistency in the application of the job evaluation plan.

The Job Analyst will inform the Union, the incumbent(s), the immediate Supervisor or Manager and the Director, in writing, of the results of the evaluation, ie the salary level to be applied to the job. Rating information will be released only to the Union Office, the incumbent(s) of the job or to the immediate Supervisor, Manager, Director and General Manager or Executive Director.

The evaluation of the job is subject to the reconsideration process provided for in these procedures. If no request is made for reconsideration within thirty (30) days, the evaluation of the job becomes final and binding.

## **Requesting Reconsideration**

The rating of a C.U.P.E. 1041 job is subject to review or reconsideration by the C.U.P.E. 1041 Reconsideration Committee created for this specific purpose. The procedure for reconsideration is as follows.

1. The incumbent(s) or Managers/Supervisors who disagrees with the rating for the job can submit a completed Request for Reconsideration form within thirty (30) calendar days of receipt of the rating.
2. The Request for Reconsideration will be reviewed and signed off by the immediate supervisor, Director and General Manager indicating full agreement with the contents of the documentation.
3. The completed form is submitted to the appropriate Job Analyst who is responsible for the department.
4. The C.U.P.E. 1041 Reconsideration Committee consists of one management and one union representative.

A pool of management and union representatives will be established and trained in job evaluation to exercise a quality assurance role. In this capacity, Committee members will become familiar with the City's C.U.P.E. 1041 Job Evaluation Plan and will apply the Plan by:

- assessing how consistently and equitably the principles of job evaluation in general and the City's job evaluation plan in particular, were applied;
- reviewing benchmark jobs for rating consistency and to ensure the maintenance of relativities; and
- reviewing documentation (Job Analysis Questionnaires, organization charts, etc.) relevant to the evaluation of evaluated positions.

Members of the C.U.P.E. 1041 Reconsideration Committee will participate on a two member panel to hear Requests for Reconsideration.

Committee members will not be called to sit on a panel to review any position where they may be seen to benefit personally or operationally from the result of the evaluation submitted for review. In such a case, the C.U.P.E. 1041 Review member will not participate in the decision and another member of the C.U.P.E. 1041 Reconsideration Committee will participate in the panel.



5. Members of the Committee will meet as required and will be granted time off with pay for Committee activities.
6. The C.U.P.E. 1041 Reconsideration Committee will meet to review and consider the Request for Reconsideration. The Committee may ask the incumbent, the incumbent(s)' Manager(s)/Supervisor(s) and/or the relevant Job Analyst to attend at the meeting to provide further information. The Job Analyst will not participate in the Committee's decision.
7. The Job Analyst will communicate the Committee's decisions in writing to the Union, the incumbent(s), the incumbent's Supervisor, Director and General Manager.
8. Decisions of the C.U.P.E. 1041 Reconsideration Committee are final and binding.

### **Salary Administration**

Any salary adjustments resulting from job evaluation will be made according to the Reclassification Pay Adjustments Table as follows:

<b>RECLASSIFICATION PAY ADJUSTMENTS TABLE</b>		
<b>Position is</b>	<b>New Salary range is</b>	<b>Employee is</b>
Rated higher	Higher	Placed in the same step in the new salary range that was held in the previous permanent position
Rated lower	Lower but is within the higher salary range	Placed in the closest higher step of the lower salary range
Rated lower	Lower and is below the higher salary range	Placed in the salary range according to salary protection formula (three weeks per year of service to a maximum of 18 months, or until such time as the salary protection is no longer necessary).

### ***Retroactive Payments***

If changes in job content result in a higher rating and salary grade for the job, retroactive payments will be paid from the effective date of the changes in the job to a maximum of six months from the date the JAQ was received in Human Resources.

### **Salary Protection**

If changes in the job content result in a lower evaluation and salary grade for a job, the incumbent(s) will be "Salary Protected." This means that the incumbent(s) will continue

to receive the same salary based on three weeks per year of service to a maximum of 18 months, or until such time as the salary protection is no longer necessary. At the conclusion of the salary protection period, the employee(s) will be placed at the highest step in the lower salary range.

### **Market Rates**

In response to market conditions or other factors such as "hot skills", the Employer may establish a job rate that is different from that established through the job evaluation plan. Such rates must be substantiated by evidence of high staff turnover, skill shortages and/or employment market research. Market rates will be reviewed annually to ensure they continue to be justified.

### **Pending Retirement**

Employees within five years of a planned retirement who are eligible for salary protection should contact their Job Analyst to sign an agreement letter indicating their planned retirement and acknowledging the terms of the salary protection. These employees will be red circled to minimize the financial impact on their pension income.

### **Definitions**

Benchmark Jobs	Key jobs that are representative of jobs in the classifications covered by the plan. Benchmark jobs are used as the basis for external comparisons and for maintaining internal equity amongst jobs.
Collective Agreement	The Collective Agreement currently in effect between the Employer and the Union
C.U.P.E. Reconsideration Committee	One management and one unionized representative representing the C.U.P.E. Reconsideration Committee will make final and binding decisions on Requests For Reconsideration
Factors	The major criteria in the Job Evaluation Plan that are used to measure the value of jobs. The factors measure accountabilities, competencies, physical and environmental demands.
Incumbent	The person holding a job.
Job	A group or range of duties or tasks assigned to and performed by the incumbent(s).
Job Analysis	The process of analyzing a specific job to identify the tasks and duties required to perform the job and the required knowledge, responsibility,

effort and working conditions involved in the performance of that job. Job analysis is done by gathering information about the job through questionnaires, job descriptions, observation, and study.

Job Analyst	A position in the Human Resources Department held by individuals trained in job evaluation and compensation administration.
Job Description	A written statement of the primary function of a job along with its major duties and responsibilities. Job descriptions do not necessarily describe all the work requirements and tasks in a job. Job descriptions may be used for evaluation purposes.
Job Documents	All documents and documentation relating to a job that are created in the job analysis process, including Job Analysis Questionnaires, job site reviews, job descriptions and interviews.
Job Evaluation	The process of applying the Job Evaluation Plan to a documented job so as to assess the relative worth of the job. Jobs are assessed on twenty-two distinct components or factors which consider both accountabilities (outputs) and competencies (inputs). The result of job evaluation is to assign a salary level to the job by placing it within the City's 1041 Salary Schedule. Job evaluation focuses on current job content, not employee performance or anticipated changes in job duties. The C.U.P.E. 1041 Salary Schedule is available on the global network as s:/Human Resources/Org/Salary Schedules/(current file).
Job Evaluation Plan	The Job Evaluation Plan is a measurement tool applied to all union jobs to assess a job's value.
Job Rating	The selected degree levels established for each factor in accordance with the Rating Plan which becomes the official rating for the job.
Reclassification	Where changes in skill, effort, working conditions or responsibility result in a change in rating. The employee in the position is moved to a different salary level with compensation adjusted accordingly.
Salary Classification	The salary classification as per the 1041 Salary Schedule.
Salary Protection	Maintaining an employee's salary for a period of time when the position the employee holds is rated lower.
Task	An activity undertaken in order to complete a specific duty, defining how a duty is done.

This Collective Agreement signed on behalf of the parties by their respective officers or properly authorized officials as noted below.

Dated at Hamilton, Ontario this 18<sup>th</sup> day of October 2006.

For: THE CITY OF  
HAMILTON

*F. Langwell-Harden*  
*[Signature]* GULABSINGH

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For: THE CANADIAN UNION  
OF PUBLIC EMPLOYEES  
And Its' LOCAL 1041

*[Signature]*  
*[Signature]*  
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*[Signature]* CUPE  
NATIONAL  
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