

COLLECTIVE AGREEMENT

BETWEEN

THE CITY OF HAMILTON



AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5167 (MACASSA/WENTWORTH LODGES)



APRIL 1, 2013 – MARCH 31, 2019

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, this _____ of _____, 2016

BETWEEN:
THE CITY OF HAMILTON
(hereinafter called the "Employer")

of the First Part,

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5167

(MACASSA AND WENTWORTH LODGE UNIT)

(hereinafter called the "Union")

of the SECOND PART

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of effectively defining the duties, privileges, working conditions, remuneration and other benefits respecting Local 5167 employees of the Employer, employed at Macassa Lodge and Wentworth Lodge, including all of the employees of the Employer who are employed, from time to time, in the classifications set forth in Schedule "A" attached hereto.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH

1 - SCOPE

- 1.1 The provisions of this Agreement shall apply to all employees employed by the City of Hamilton at Macassa/Wentworth Lodges in job classifications set forth in Schedule "A", attached hereto, and forming part of this Agreement and for purposes of clarity the rates of pay set forth in the said Schedule "A" in respect of the job classifications described therein shall apply, during the terms of this Agreement, to all employees employed in the said classification.
- 1.2 During the term of this Agreement if the Employer establishes any additional positions or job classifications that are not specified in Schedule "A" but which position 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 out by the Employer are subject to the grievance procedure and arbitration provisions set forth in this Agreement.
- 1.3 The provisions of this Agreement shall not apply to supervisors, those above the rank of supervisor, administrative assistants and those personnel covered by subsisting Collective Agreements.
- 1.4 The provisions of this Agreement shall not apply to students employed for less than twenty-four (24) hours per week, students employed pursuant to a co-operative education program two hour Aides and resident helpers whose duties are to feed and porter residents for a time period not to exceed two (2) hours.
- 1.5 The provisions of this Agreement shall not apply to an employee hired under any Federal, Provincial or other subsidized "make work" programs. Local 5167 employees shall not be displaced by virtue of the hiring of such employees of such work programs.

- 1.6 In the event the parties are unable to agree on whether the position(s) are or are not Employees to be covered by this Agreement, then those position(s) shall be the subject of an application to the Ontario Labour Relations Board for determination of their status, pursuant to Section 95 of the Ontario Labour Relations Act. Upon determination that any such position(s) listed is an Employee by the Ontario Labour Relations Board, such position(s) shall be included in the Collective Agreement. In the event that the parties are unable to agree on the wages of any such position(s), that question shall be referred to an arbitration board for final determination pursuant to the grievance and arbitration procedure under the Collective Agreement.

No Employee holding a supervisory position shall be permitted to perform any job function normally performed by a member of the bargaining unit as described in Schedule "A" of this Agreement except in cases of emergency or where there is no member of the bargaining unit available.

- 1.7 Employees who currently occupy position(s) presently within the bargaining unit and whose position(s) has been identified for exclusion from this bargaining unit will be given the option of competing for the newly excluded position(s). Should they not be the successful candidate for such position(s), they will receive a notice of lay-off which will allow them to exercise their bumping rights in order to remain in an included position.

2 - EMPLOYER RESPONSIBILITY

In accordance with the Labour Relations Act 1995, as amended, and the Human Rights Code of the Revised Statutes of Ontario, 2000, as amended, the Employer accepts the following responsibilities:

- 2.1 (a) The Employer recognizes the Union as the Exclusive Bargaining Agent for all employees of the Employer coming within the Scope of Schedule "A", save and except those employees under the jurisdiction of other Unions, those employees specifically exempted under Article 1.3 of this Agreement.
- (b) The Employer agrees to recognize all Union officers and the right of such officers to represent the Union in its dealings with the Employer. The Union recognizes that at all times the majority of members of all committees making such representations to the Employer will be employees of the Employer.
- (c) It is understood that, in addition to the number of union representatives specified within this Collective Agreement, the President of CUPE Local 5167 or designate and/or a CUPE National Servicing Representative may be present at any meeting with the Employer.
- (d) The Employer agrees that it will not intimidate, harass or coerce Employees.
- 2.2 The Employer agrees not to interfere with the rights of its employees designated within the scope of this Agreement, to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its representatives against any employee because of Union Membership.
- 2.3 The Employer agrees that during the term of this agreement, there shall be no lockout of employees as per 11(1) of the Hospital Labour Disputes Arbitration Act, R.S.O. 2000, c. H.14.
- 2.4 The Employer agrees to abide by the Human Rights Code of the Revised Statutes of Ontario, 2000, as amended, and further agrees that there shall be no discrimination with respect to any employee by reason of their membership or lawful activity in the Union.
- 2.5 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself, and upon each of its duly authorized representatives, and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.
- 2.6 Where requested by the Union, the Employer will provide reasonable access to existing bulletin boards in the workplace for the purpose of communication with the membership.

Where an existing bulletin board is not reasonably available, the Employer will provide a bulletin board.

2.7 Privacy Rights

The Parties agree that Employees are entitled to a reasonable level of personal privacy in the workplace. To that end the Employer and the Union shall not open an Employee's mail or access an Employee's personal property. Further, any personal information gathered on Employees shall only be gathered for legitimate business reasons and such information shall be protected as confidential as per the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

3 - UNION RESPONSIBILITY

In accordance with the Labour Relations Act 1995, as amended, and the Human Rights Code of the Revised Statutes of Ontario 2000, as amended, the Union accepts the following responsibilities.

- 3.1 The Union agrees that it will not intimidate or coerce employees into membership in the Union.
- 3.2 The Union agrees that membership solicitation and other union activity not pertaining to this Agreement, will not take place during working hours or on the premises of the Employer or on any work project the Employer may be engaged in.
- 3.3 The Union agrees that during the term of this Agreement, there shall be no strike as per 11(1) of the Hospital Labour Disputes Arbitration Act, R.S.O. 1990, c. H.14, suspension or slow down of work, picketing or any other interference with the operation of Employer's business, and to this end the Union will take affirmative action to prevent an employee from engaging in any such activity.
- 3.4 The Union agrees to abide by the Human Rights Code of the Revised Statutes of Ontario, 2000, as amended.
- 3.5 The Union recognizes that it is the exclusive right and function of the Employer
 - (a) to direct the working force which includes the right to direct, plan and control working operations and to schedule working hours, and
 - (b) to hire, classify, transfer, promote, demote, dismiss, suspend or lay off employees because of lack of work or other legitimate reason, and
 - (c) To introduce new and improved facilities and methods to improve the efficiency of the operations of the Employer, but such exclusive functions of the Employer must be exercised in good faith and are subject always to the provisions of this Agreement.
- 3.6 The Union recognizes and accepts the provisions of this Agreement as binding upon itself, each of its duly authorized officers, representatives, and employees represented by the Union, and pledges that it, each of its duly authorized officers and representatives, and employees represented by the Union, will observe the provisions of this Agreement.

4 - STANDARD HOURS OF WORK

- 4.1 Employees working other than on office hour schedule or a 7-day week operation are to work such hours as are designated for each classification as outlined in Schedule "A".
- 4.2 The lunch period for all staff working other than office hours shall be one-half (1/2) hour duration.
- 4.3 The standard hours of work described in this Article are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked.

Office Hours Schedule

- 4.4 Employees working an office hour schedule shall work a thirty-five (35) hour week.
- 4.5 The office hour schedule that is to normally apply throughout each year is the Standard Corporate hours daily, or any other shifts as may be necessary by reason of the nature of the operations of the Department, but
- (a) a lunch period of one (1) hour is to be arranged and allowed by the employee's Administrator or Designate in accordance with the needs of the Department, and
 - (b) each employee is to be allowed a fifteen (15) minute rest period in the first half and second half of such scheduled hours of work or of each shift, whichever is the case, and
 - (c) Hours of work may be arranged to accommodate the "flex-time" policies of the Employer; such arrangements to be subject in all respect to the approval of the Administrator or Designate and shall be subject to operational requirements.
- 4.6 Employees working on a 7-day week shift operation shall work seven (7) hours and thirty (30) minutes per day (exclusive of lunch period as set out in Clause 4.5 above) on a schedule of four (4) days on duty followed by two (2) days off duty.

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

Part-Time Schedule

- 4.7 The following provisions apply to scheduling part-time employees only:
- (a) No part-time employee shall be employed for less than four (4) hours on the day and afternoon shifts, and seven and one-half (7½) hours on the night shift.
 - (b) In order that employees will have as much advance notice as possible, the Administrator or Designates will post schedules four (4) weeks in advance. This will be done, however, on the understanding that adjustments to the schedule may be required. When adjustments are made to the schedule after being posted the employer shall notify the employee of the change.
 - (c) All known shifts shall be equitably distributed to casual employees. In the event the Lodge's staffing requirements cannot be met from this group, the "regularly scheduled part-time" staff shall be offered the shifts in seniority order for additional shifts.
 - (d) Actual hours worked shall be recognized on the occasions when lengths of shifts are varied due to changes arising out of Daylight Saving Time.
- 4.8 Employees will be entitled to 12 (twelve) hours off between scheduled shifts unless otherwise agreed to by mutual consent.
- 4.9 All shifts that come available after the schedule has been posted shall be awarded as follows:
- (i) Part time and casual employees in order of seniority in the classification.
 - (ii) Concurrent employees in order of seniority in the classification
 - (iii) In the event that an employee does not wish to be called for additional shifts they shall advise their immediate supervisor in writing.
 - (iv) All shifts awarded shall be based on the employees stated availability

5 - OVERTIME COMPENSATION

- 5.1 For all authorized overtime designated by the Employer, the employee shall be paid:
- (a) Time and one half (1 ½ x) for the first four hours of work beyond the normal work day.
 - (b) Double time (2 x) in excess of (a) above.
 - (c) The foregoing qualifying periods shall be exclusive of any unpaid meal periods.
- 5.2 All authorized overtime worked in excess of the normal work week performed on Saturday by those employees who normally work on a Monday to Friday schedule shall be paid time and one half (1 ½ x) for all such hours worked.
- 5.3 All authorized overtime worked in excess of the normal work week performed on Sunday by those employees who normally work on a Monday to Friday schedule shall be paid double time (2 x) for all such hours worked.
- 5.4 In the event an employee who is normally employed on a 7 day shift schedule is required to work on their scheduled day or days off, they shall be paid time and one half (1 ½ x) for the first and two times (2 x) for the second day or days off, worked.
- 5.5 An employee shall have the right to request lieu time rather than payment as set out in the foregoing sections. This lieu time shall be granted at a time mutually agreed to by the employee and the Administrator or Designate, taking into account the operational requirements of the section in which the employee works. The exception to the foregoing shall be the right of the employee to request, or the Administrator or Designate to initiate, payment of the accumulated lieu time in the month of December. Every Employee shall have the right to bank overtime to a maximum balance of forty (40) hours of lieu time.
- 5.6 No employee will be required to work overtime against their wishes when other employees qualified for such work are readily available and willing to perform the required work. The foregoing, however, shall not apply to work situations requiring the employee to complete an assigned task in no more than one hour beyond their normal quitting time.
- 5.7 Employees who are required to work a minimum of two (2) hours of overtime or more beyond their daily schedule shall receive a meal allowance in the amount of eight dollars (\$8.00). A thirty (30) minute paid break shall be granted when requested by the employee.
- 5.8 An employee who is sent home at any time or times during the week
- (a) because of lack of work or inclement weather, or is absent
 - (b) for any other non-disciplinary reason
- Shall be treated for the purpose of calculating overtime in respect of their normal work week, as if they worked their standard hours of work 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.
- 5.9 Where a Statutory or Proclaimed Holiday occurs on, or is celebrated on a working day, an employee who does not work their regular shift on such a day shall be deemed to have worked their regular shift on any such day for the purpose only of computing their normal work week under the circumstances described in clause 5.8 of this Article.
- 5.10 Overtime shall be paid on the basis of the employee's standard hourly rate and shall not include shift premiums or any other special premiums.

5.11 Overtime rates shall not be compounded.

5.12 Overtime Allocation

All overtime work shall be offered in seniority order to the appropriately classified Employees in the reporting Lodge. For clarity, it is understood that all overtime call in shifts shall be awarded based on seniority in the classification.

In the event that an employee does not wish to be called for additional shifts they shall advise their immediate Supervisor in writing.

5.13 For part-time Employees, overtime at the rates prescribed above will only be paid for those hours worked in excess of seven and one-half (7-1/2) hours in a day or those hours in excess of any Employee's regularly scheduled hours, whichever is greater.

6 - ANNUAL VACATIONS

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

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

| <u>Column I</u> <u>Years of Service</u> | <u>Column II</u> <u>Vacation with pay</u> |
|--|--|
| 26 Years | 7 Weeks + 2 days and thereafter |
| 23 Years | 6 Weeks + 2 days and thereafter |
| 20 Years | 6 Weeks + 1 day and thereafter |
| 19 Years | 6 Weeks and thereafter |
| 18 Years | 5 Weeks + 4 days and thereafter |
| 16 Years | 5 Weeks + 3 days and thereafter |
| 14 Years | 5 Weeks + 2 days and thereafter |
| 6 Years | 4 Weeks + 2 days and thereafter |
| 2 Years | 3 Weeks + 2 days and thereafter |
| 1 Year | 2 Weeks + 2 days and thereafter |

6.2 Payment for vacation entitlement to part-time employees shall be paid on a bi-weekly basis at the % rate (outlined below)

| <u>Vacation Qualification</u> | <u>% Vacation Pay</u> | <u>Vacation Qualification</u> |
|-------------------------------|-----------------------|---------------------------------|
| 26 Years | 14.0% | 7 weeks + 2 days and thereafter |
| 23 Years | 12.0% | 6 weeks + 2 days and thereafter |
| 20 Years | 11.6% | 6 weeks + 1 days and thereafter |
| 19 Years | 11.2% | 6 weeks and thereafter |
| 18 Years | 10.8% | 5 weeks + 4 days and thereafter |
| 16 Years | 10.4% | 5 weeks + 3 days and thereafter |
| 14 Years | 10.0 % | 5 weeks + 2 days and thereafter |
| 6 Years | 8.0% | 4 weeks + 2 days and thereafter |
| 2 Years | 6.0% | 3 weeks + 2 days and thereafter |
| 1 Year | 4.0% | 2 weeks + 2 days and thereafter |

6.3 Notwithstanding the schedule of vacation leave above noted, an employee who has been granted and taken vacation leave and terminates their employment with the Employer before the anniversary date when the employee commenced work, shall have the unearned portion of vacation leave deducted from their termination pay.

- 6.4 An employee's vacation period and pay shall be based on their standard work week and their standard rate of pay but shall not include any shift premium, overtime, or other increments.
- 6.5 A week's pay for hourly paid employees shall be the basic hours worked per week multiplied by the employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime rates, or other increments.
- 6.6 A week's pay for salaried employees shall be the employee's basic salary paid per week on a weekly basis but shall not include overtime, shift premium or other increments.
- 6.7 The vacation period for full time and part time shall commence from and including January 1, and continue to, and including, December 31 of the same year. All full time and part time employees are expected to have completed their annual vacation by December 20 of each year. However, it is understood
- (a) That special circumstances may develop which would make it desirable for an employee to take their vacation during the period December 20 to December 31.
- In that event, any employee who wishes to take their vacation during that period is to submit their request in writing by October 31st and that request is subject to the approval of the Administrator for the Employer, and
- (b) That special circumstances may develop which would make it desirable for an employee to carry over up to one (1) year's vacation entitlement to the following year. In that event an employee is to submit a written request not later than September 1, and such request is subject to operational need and the approval of the Administrator or Designate concerned. For clarity, Article 7 shall not apply to part time employees.
- 6.8 When a Statutory Holiday falls on a day for which an employee has scheduled vacation, the employee shall be entitled to reschedule the affected vacation day(s). Any vacation day(s) so affected must be rescheduled so as not to interfere with operational requirements of the Employer or disrupt the scheduled vacation period of other employees.
- 6.9 Employees shall, when practicable, be granted the vacation period preferred by the employee. Preference in choice of vacation dates shall be given to senior employees within a department and within a classification provided that the efficiency of operations of the Employer is not unduly interrupted thereby.
- 6.10 Vacation requests for the period of May 1st to December 31st shall be filed by February 1st and posted March 1st. Vacation requests for the period January 1st to April 30th shall be filed by October 1st and posted by November 1st.

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

Employees in temporary positions will have their originally approved vacation granted in so far as it is practicable to do so, subject to operational requirements.

Vacation scheduling will be done by seniority in the classification.

Decisions regarding vacation scheduling will not be made in an arbitrary manner.

- 6.11 Where an employee who qualifies for sick leave is on vacation and is:
- (a) Hospitalized (admitted as an inpatient requiring an over-night stay in the hospital), or
 - (b) Convalescing following hospitalization, or
 - (c) In Home Care prescribed by the employee's physician following hospitalization (Organized Home Care Program in Ontario recognized by O.H.I.P.),

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

In addition to the foregoing, should an employee, while on vacation, suffer an illness or injury of a degree of significant or seriousness which would be equivalent to those which might otherwise require the type of confinements described in a), b), or c) above, they may apply to the Director of Employee and Labour Relations, or their designate, for reinstatement of their vacation credits for the period of incapacity. The employee may be required to provide medical documentation from the employee's attending physician, to substantiate their application.

- 6.12 All vacations granted in any year shall be determined on the basis of the aggregate credited service of the employee and such service is to include any period or periods of paid absence due to sickness (certified by a medical practitioner), accident while on duty, and leaves of absence as defined under Article 10 (with the exception of Articles 10.09 and 10.11). All other period of absence other than those noted above will reduce the employee's aggregate credited service for the purpose of granting vacations.

7 - VACATION PAY ON RETIREMENT OR ON SEPARATION FROM SERVICE

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

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

- 7.2 Separation vacation entitlements, as set out in Column II, shall be calculated on the basis of the following, subject to clause 6.2:
- (a) Vacation pay on separation for employees employed after January 1, 1982, shall be the relevant percentage for the period between the employee's last anniversary date of when the employee commenced work and the date the employee actually separates from employment with the Employer;

- (b) Vacation pay on separation for employees employed before January 1, 1982, shall be the sum of:
 - (i) the full vacation entitlement for the year preceding their termination regardless of their anniversary date, and,
 - (ii) The relevant percentage of earnings for the period January 1, in the year of separation, to the effective date of separation.
- 7.3 Employees who do not qualify for separation vacation pay under the terms of this Agreement shall be paid separation vacation pay in accordance with the provisions of the Employment Standards Act.
- 7.4 Should death occur to any employee, any unpaid vacation pay will be paid to the estate of the deceased employee. This Clause also applies to part-time employees.
- 7.5 Part-time employees who retire or separate will be paid the relevant percentage of earnings for the portion of the calendar year worked.

8 - STATUTORY HOLIDAYS

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

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

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

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

- 8.2 (a) Employees on a 5-day week operation and who are required to work on a Statutory Holiday as listed in 8.1 shall, in addition to the remuneration for those days, be paid at time and one-half (1 ½ x) the standard rate of pay with a guaranteed minimum of four (4) hours.
- (b) Employees on a 4/2 day week shift operation or a 7-day week operation and who are required to work on a Statutory Holiday as listed in Article 8.1 shall, in addition to the remuneration for those days, be paid at time and one-half (1 ½ x) the standard rate of pay with a guaranteed minimum of four (4) hours.
- (c) A full-time employee has the option to elect the foregoing payment or be permitted to carry up to one times (1 x) pay in a form of a lieu day for each Statutory Holiday.

Employees wishing to have the payment for such days deferred and banked as lieu time shall notify the Employer in writing at least three (3) weeks prior to the Statutory Holiday.

Banked lieu time is to be utilized within ninety (90) calendar days of its accumulation. Lieu time shall be taken at a time mutually agreeable to the Employee and the Administrator.

Unused lieu time shall be paid out ninety (90) calendar days after its accumulation.

- 8.3 An employee required to perform shift work shall be entitled to payment for any designated Statutory or Proclaimed Holiday that falls on their scheduled day off.

Further, shift workers who work on a regularly scheduled seven (7) day shift work basis shall be paid the premium for the actual day on which the Statutory or Proclaimed Holiday falls. The "actual day" for

purposes of the Clause shall conform to any Federal or Provincial Statutes which govern the day on which a Statutory or Proclaimed Holiday must fall.

Employees may elect payment or choose to bank lieu time as per Article 8.2 (c).

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

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

- (a) Part-time employees who work a regularly scheduled week shall be paid the number of hours regularly scheduled per day for any Statutory or Proclaimed Holiday as listed above.
- (b) Part-time employees who work a regularly scheduled week and who are required to work on a Statutory Holiday as listed above shall, in addition to the remuneration for the Statutory Holiday, be paid at time and one-half (1 ½ x) the standard rate of pay, or subject to the discretion of the Employer be granted lieu time off at the rate of time and one-half (1 ½ x).
- (c) All other part-time employees shall be paid at the rate of two and one half times (2-1/2 x) the regular rate for work performed on any of the Statutory Holidays listed above.

8.5 Regularly scheduled permanent part-time employees shall be entitled to one day each year, with pay, as a float day. A day for a regularly scheduled part-time employee is the number of hours regularly scheduled per day. This day shall be taken under the following conditions:

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

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

- (a) they do not work on such Holiday without good cause when they have been scheduled or agreed to do so, or
- (b) they have been absent without good cause on the scheduled working day immediately before such Holiday, or
- (c) They have been absent without good cause on the scheduled working day immediately following such Holiday.

8.7 All employees must be available either Christmas or New Year's Day. Schedules for the Christmas – New Year's period will be posted by December 1. The schedules will provide for rotation of Christmas and New Year's Day off from one year to the next (i.e. if employee was scheduled for Christmas Day off one year, the next year the employee would be scheduled for New Year's Day off). The rotation will not be interrupted by any absence provided under this Collective Agreement.

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

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

BENEFIT PLANS

- 9.1 The benefits provided hereunder shall continue for the life of this Agreement.
- 9.2 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.
- 9.3 On completion of the probationary period an employee shall be entitled to the following benefits:
- (a) Group Life Insurance, as per the attached Appendix "A"
 - (b) Extended Health Care, as per the attached Appendix "B"
 - (c) Dental care plan, as per the attached Appendix "B", under the terms of the current Ontario Dental Association (O.D.A.) schedule.
 - (d) Employees will be given access to Short Term Disability Protection as detailed in the attached plan, Appendix "C" after completion of their probationary period. The provisions of the "Cumulative Sick Leave Allowance" Bylaw, as amended shall continue as modified by the Income Protection plan.
 - (e) For the purpose of this benefit where Employees are required by law to obtain a physical examination these occasions will not be charged against the Employee's Short Term Disability entitlements. It is understood that Employees will arrange for these physicals to be taken at either the beginning or the end of the workday.
 - (f) Long Term Disability protection as per the attached Appendix "D".
 - (g) 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 by the Employer during an outbreak period as determined by the Medical Office of Health in order for the Employee to attend work and in the event that the Employee refuses the immunization or its substitute by substantiated refusal on the basis of medical or religious grounds the employee will be placed on unpaid leave with no loss of seniority. In this event the Employer agrees to take reasonable steps to provide suitable alternative work arrangements. It is further understood that if any employee cannot be provided with alternative work arrangements the employee shall have the option of utilizing authorized existing credits in the following order: accumulated sick leave credits, lieu time, statutory holiday day (s) or any unused vacation credits so as not to go without pay.
 - (h) Accidental Death and Dismemberment (A.D. & D.) as per the attached Appendix "D". In cases where A.D. & D is deemed payable, the beneficiary of the Employee shall receive both the benefits provided under this clause and the benefits provided for under clause 10.3 (a).
- 9.4 Subject to future amendments to the Ontario Human Rights Code, the following provisions regarding benefits will apply to employees who work after having attained the age of 65:
- (a) Full time employees who would otherwise qualify for full benefits will receive:
 - (i) in respect to any regular OMERS contributions that the employee is permitted or required to make and does make, the Employer's corresponding contribution;

- (ii) subject to paragraph (c), prescription drug benefits for drugs other than those ordinarily covered by the Ontario Drug Benefit Plan or any successor or thereto;
 - (iii) Extended Health Benefits (other than for prescription drugs), Dental Benefits and STD benefits; and
 - (iv) a non-taxable death benefit in the amount of \$10,000.00 payable to the employee's estate or designate in the event the employee dies prior to termination or retirement.
- (b) Full time employees who would otherwise qualify for full benefits will not receive:
- (i) other than the above mentioned STD and death benefits, any form of life, dismemberment or disability insurance that would otherwise be provided or made available , including, without limitation, Long Term Disability benefits, Basic Life Insurance, Optional Life Insurance, Dependants' Life Insurance and Accidental Death and Dismemberment benefits: and
 - (ii) subject to paragraph (c), prescription drug benefits for drugs ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto.
- (c) In the event that the Ontario Drug Benefit Plan or any successor thereto is amended such that full time employees who have attained the age of 65 are, or may become ineligible, to receive prescription drug benefits under that Plan in certain circumstances, the Employer and the Union will consider whether it is necessary or appropriate to amend the provisions of clauses (a) (ii) and (b) (ii), and if so, they will negotiate alternate provisions respecting prescription drug benefits that do not result in a greater overall cost to the Employer than would have been incurred in the absence of such amendments.
- 9.5 All employees shall be enrolled in the Ontario Health Insurance Plan (O.H.I.P.) as per the regulations.
- 9.6 All eligible employees shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer shall pay only the Employer's required contributions.
- 9.7 Retirement provisions shall be in accordance with the Ontario Human Rights Code and any other Acts and/or Legislation that may be applicable as amended.
- 9.8 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 thirty (30) days prior to the change.
- 9.9 The Union agrees that the Employer may allocate the Employment Insurance Premium Rebate received for each employee towards the annual cost of the benefit plans.
- 9.10 (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 "C".
- (b) Claim forms covering any illness or injury will not be accepted by the Employer and the employee will not be eligible for STD benefits for the absence in question, unless the form is submitted within fourteen (14) calendar days from the date the employee's obligation to provide documentary verification for their absence first arose under the Regulations of Section "C".

- 9.11 Whenever an employee recovers from a third party, any amount claimed for loss of wages or sick leave, they shall repay to the Employer forthwith the amount of all monies paid to them 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 an employee not arrange a re-payment schedule within a reasonable period of time, after recovery of the funds from the third party, the employee agrees that the Employer shall have the right to deduct, from the employee's regular pays, an amount not to exceed the amount allowed by law, for the number of pays required, in order to recover said monies.

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

- (a) For employees with an existing Cumulative Sick Leave Allowance Plan, the sick bank, if utilized, shall be restored to its former balance.
- (b) Vacation entitlement shall not be altered by this amendment.
- (c) The employee's seniority shall not be affected.

It is understood that the absence will continue to be recorded and considered for attendance management purposes.

- 9.12 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, or Workers Compensation Disability Pension 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, while in receipt of Long Term Disability benefits.

Is eligible for the following benefits,

- (i) Extended Health Care Plan
- (ii) Dental Care Plan
- (iii) Life Insurance in the amount of two (2x) times their annual salary at the time of their retirement or termination, rounded to the nearest one thousand dollars; and

Subject to the following conditions;

- (i) the above benefit coverage will only be available to a former Employee and their dependants who maintain eligibility in a provincial health plan;
- (ii) for the purposes of the above noted benefits, only one (1) spouse will be eligible for coverage at any time;
- (iii) these benefits will only be provided if similar coverage is not available to the former Employee from another source; and,
- (iv) these benefits will terminate on the last day of the month in which the former employee attains the age of 65 years, and,

- (v) these benefits terminate upon the death of the former employee, and
- (vi) the above benefit coverage will only be available to former Employees as long as they remain eligible for LTD benefits pursuant to the claim which was active at the time of their termination.
- (vii) Benefits will be provided in accordance with the terms of the Plans as they exist from time to time.

Conversion Options for Retirees

If your Extended Health Care, Dental Care and Life Benefits terminate, you may be eligible to convert to an individual policy, without medical evidence. Application for conversion to an individual policy must be made within the time frame determined by the Carrier. Extended Health Care and Dental Care conversion options are determined by the Carrier, these benefits will vary from the coverage that the retiree was in receipt of. The retiree will be responsible for the cost of any conversion plan they choose to obtain.

- 9.13 Part time Employees, upon completion of their probationary period, shall be paid bi-weekly, twelve percent (12%) of their earnings, exclusive of vacation pay, in lieu of any other sick leave, pension, group medical and hospitalization, life insurance and any other benefit under the provisions of this Article 9.

In the event a part time Employee is required to participate in the OMERS pension plan under OMERS regulations they shall be enrolled. The Employer shall make the Employer's required contributions and the Employee shall receive six percent (6%) bi-weekly in lieu of benefits rather than the twelve percent (12%).

- 9.14 Subject to future amendments to the Ontario Human Rights Code, the following provisions regarding benefits will apply to employees who work after having attained the age of 65:

- (a) Full time employees who would otherwise qualify for full benefits will receive:
 - (i) In respect of any regular OMERS contributions that the employee is permitted or required to make and does make, the employer's corresponding contribution;
 - (ii) Subject to paragraph (c), prescription drug benefits for drugs other than those ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto;
 - (iii) Extended Health Benefits (other than for prescription drugs), Dental Benefits and STD benefits; and
 - (iv) A non-taxable death benefit in the amount of \$10,000.00 payable to the employee's estate or designate in the event the employees dies prior to termination or retirement.
- (b) Full time employees who would otherwise qualify for full benefits will not receive:
 - (i) other than the above-mentioned STD and death benefits, any form of life, dismemberment or disability insurance that would otherwise be provided or made available, including, without limitation, Long Term Disability benefits, Basic Life Insurance, Optional Life Insurance, Dependent's Life Insurance and Accidental Death and Dismemberment benefits; and
 - (ii) Subject to paragraph (c), prescription drug benefits for drugs ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto.

- (c) In the event that the Ontario Drug Benefit Plan or any successor thereto is amended such that full time employees who have attained the age of 65 are or may become ineligible to receive prescription drug benefits under that Plan in certain circumstances, the employer and the union will consider whether it is necessary or appropriate to amend the provisions of clauses (a)(ii) and (b)(ii), and if so, they will negotiate alternate provisions respecting prescription drug benefits that do not result in a greater overall cost to the employer than would have been incurred in the absence of such amendments.

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

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

10 - LEAVE OF ABSENCE

Union Leave

- 10.1 Employees requesting time off for the purpose of attending Labour Conventions or other Union Business not connected with this Agreement, shall be granted such time off without pay when operationally feasible as determined by management subject to the following conditions:
- (a) number of employees not to exceed seven (7) for each period of leave, and
 - (b) maximum days not to exceed forty (40) days in any calendar year, and
 - (c) the number of employees from any one department or sub-department in the case of large departments, shall be limited to two (2) save and except that the Employer shall give consideration to a request by the Union that more than two (2) employees from a department or sub-department, in the case of large departments, be permitted leave of absence.
 - (d) Where so designated by an employee on authorized Leave of Absence for Union business, the Employer shall continue their normal salary or wage payments. The Union shall be invoiced quarterly by the Employer for reimbursement of salary or wages plus the Employer's share of all benefits paid to such employee during such Leave of Absence.
 - (e) The unit Vice President representing the Lodges shall be granted Leave of Absence without pay to attend Labour Conventions or to do other Union business not connected to this Collective Agreement and such leave shall not be included under this Article for the calculation of Union Leave days utilized.
 - (f) The Union shall notify the Director of Employee and 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 five (5) working days before such leave is to be taken.

Bereavement Leave

- 10.2 (a) Regularly scheduled employees shall be granted five (5) regularly scheduled consecutive work days bereavement leave, without loss of pay or benefits, on the death of a spouse, common-law spouse, same sex partner, a parent, step parent, adopted or foster parent of the Employee or the Employee's spouse, a child, step-child, or foster child of the Employee or the Employee's spouse, a grandparent, step grandparent, grandchild or step grandchild of the Employee or of the Employee's spouse, the spouse of a child, the Employee's brother or sister, the Employee's parent-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law. Immediate family shall be pursuant to the Family Law Reform Act.

- (b) For part-time Employees to receive the paid leave provision in this clause, absence must result in loss of time and pay from a scheduled shift. All bereavement must be taken within a seven (7) calendar day period.
- (c) It is understood that cultural/religious beliefs may direct that the celebration of life may be held at a later date. In the event that a celebration of life will be held at a later date the employee shall advise the Employer as soon as it is practicable to do so of the later dates that the service/celebration of life will occur.
- (d) Where an employee is entitled to bereavement pay under the terms of Article 10.2 there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date at the employee's option.

Committees

- 10.3 Members of the Joint Union/Management Committees including but not limited to Grievance Committee, Labour/Management, Joint Occupational Health and Safety Committees, Joint Job Evaluation Committee, shall be granted a leave of absence with pay for attendance at all meetings with Officials of the Employer necessary to and incidental to the administration of this Agreement, including, but without limiting the generality of this section, any meeting or hearings with any Committee necessary to or incidental to the administration of this Agreement. More specifically the unit Vice President and one (1) member of the Grievance Committee will be entitled to leave of absence with pay to attend Arbitration Hearings.

Grievance Committee

- 10.4 The Grievance Committee shall be composed of three (3) members from each facility and the Vice-President of the unit. All members of the grievance committee shall be employees of the Employer.

Notwithstanding the foregoing, at a grievance meeting the Employer shall only be required to recognize a committee of three (3) members, one who shall be the Unit Vice-President or their designate.

It is understood that the President of the Local or their designate and the CUPE National Representative may attend grievance or labour/management meetings as they determine necessary. It is further understood that in addition to the recognized committee the Steward and the grievor may also attend the meeting where it is appropriate to resolving the issue(s) in dispute.

Negotiating Committee

- 10.5 Members of the Negotiating Committee shall be employees of the Employer. This provision does not apply to the Local Union President who may, due to the composite nature of the Local Union, be employed by another Employer. The Union may also utilize CUPE National Staff representatives or specialists in negotiating meetings with the Employer. This Committee shall be granted leave of absence with pay for attendance at all meetings with Officials of the Employer, including with any Committee, Board or other duly constituted statutory authority, arranged or called for the purpose of:

- (a) negotiating or determining any matter arising during the terms of the 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.

- (c) the Negotiations Committee shall be comprised of not more than five (5) employees, four (4) members from the bargaining unit plus the unit Vice President all of whom shall be paid by the Employer as per Article 10.5 of this agreement. The Union shall notify the Employer in writing of the names of the committee members. In the event that there is a change in the committee composition the Union shall advise the employer in writing.

Jury Duty

- 10.6 (a) In matters not arising from an employee's duties with the Employer, an employee who is required to serve as a juror, or as a witness in any court, shall be paid his/her regular rate for his/her normally scheduled working hours of pay for any day or part of a day that he/she is required for 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, shall be paid his/her regular hourly rate for any day or part of a day that he/she is required for such service. Such time and payment will not be considered for overtime calculation. Witness fees, less reasonable expenses incurred by the employee as a result of serving as a witness, shall be paid to the Treasurer of the Employer on receipt thereof by such employee.
- (c) An employee may elect to use vacation days, lieu days or their floating holiday in order to attend jury or court duty. In such case, the employee will retain all fees paid to them by the court.

Maternity/Parental Leave

- 10.7 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.

Child Birth/Adoption Leave

- 10.8 An employee whose spouse or partner give birth or commences an Adoptive Leave shall be granted leave with pay and benefits of one (1) working day. The leave shall be taken on a day chosen by the employee at or about the time of the birth or adoption.

Elected to Public Office

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

Any employee who is elected to public office shall be granted by the Employer leave of absence without any pay and without loss of seniority for their term of office.

Full Time Union Leave

- 10.10 (a) Any employee who is elected or selected for a full time position with the Union or, anybody with which the Union is affiliated, shall be granted leave of absence without pay, but shall continue to accrue seniority, by the Employer up to two (2) years. Such leave of absence may be renewed by the Employer upon application of the employee during their term of office.

- (b) Any employee, who is elected or selected for a full time position strictly within CUPE Local 5167, shall be granted a leave of absence by the Employer for the length of one (1) term of office. The Employer shall continue his/her normal salary or wage payments and the employee shall continue to accrue seniority and service. The Union shall be invoiced quarterly by the Employer for the reimbursement of salary or wages plus the Employer's share of all benefits and pensions paid to such Employee during such leave of absence. Such leave of absence may be renewed by the Employer upon application of the employee during their term of office. Such renewal shall not be unreasonably denied.

A vacancy created under the provisions of this Article shall be filled as a temporary vacancy in accordance with Article 12.

Any time limits provided under this collective agreement regarding leaves of absence, including but not limited to Article 12.15 (c), shall be waived.

At the end of the leave of absence, the employee will be returned to a position on the same shift at the same classification as they held immediately prior to the leave.

- 10.11 While on such leave of absence as set out in 10.08 and 10.9 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.
- 10.12 Part-time employees will be required to request by May 1st in any year, any vacation or other leave of absence they wish to have scheduled off. The efficiency of operations of the Employer is to be the prime factor considered in the granting or denial of these requests.
- 10.13 Personal Emergency Leave, Family Caregiver Leave, Family Medical Leave, Critically Ill Childcare Leave, Crime-related Child Death or Disappearance Leave, and any other leaves as may be prescribed by legislation, shall be granted as per the Employment Standards Act.

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.

11 - JOB DESCRIPTION & EVALUATION

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

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

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

12 - PROMOTION AND REDUCTION OF STAFF

For the purpose of this Article, a “vacancy” shall be defined as any position falling under the scope clause and/or be subject to Appendix “G” of this Collective Agreement which is unoccupied by an employee by reason of the incumbent vacating the position on a temporary or permanent basis or the position having been newly created or amended by the Employer and the position has not been made redundant.

12.1 Position Posting Process

Notice of posting shall be posted in a prominent place in all City Departments.

The posting will state whether the selection process is for an individual vacancy or periodic post (anticipatory staffing requirements). Applicants will have fourteen (14) calendar days to apply to a posting.

Individual Vacancy

In the event that the posting is for an individual vacancy, it will be posted within fourteen (14) days of the vacancy. All necessary details relevant to the vacancy shall be included in the notice including (but not limited to) date posted, closing date and shift rotation.

Periodic Post (Anticipatory Staffing Requirements)

The periodic post will include the time lines in the posting. Specifically, the posting shall state the period of time that the Eligible List will remain active. Active eligible lists for periodic posts will remain in effect for a maximum of a six (6) month period of time or until exhausted. Future eligible lists will not override current active eligible lists.

At the time the position is offered to the employee they shall be advised of the unit and shift rotation prior to the employee making the decision. It is further understood that once a position is awarded the Employer may re-assign the unit location based on operational requirement per Article 3.5.

In establishing the eligible list for the periodic posting and filling vacancies, the following factors shall be considered:

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

And where candidates have attained the thresholds defined in (ii) and (iii), factor (i) shall govern the selection of the successful applicant.

Job offers must be confirmed by the successful applicant within twenty-four (24) hours of being offered the job.

12.2 Permanent Vacancies

All permanent vacancies will be awarded through the posting process either by a periodic post or an individual vacancy posting.

When a permanent position becomes vacant in a classification within a department for which there is an active eligibility list through a periodic post, the senior employee on the most recent active eligibility list shall be awarded the permanent position.

When a position becomes vacant within a classification where no periodic post is active, the vacancy shall be posted as per Article 12.1 as a periodic post or individual vacancy.

12.3 Assessment of Applicants

The Department Head or designate in consultation with Human Resources will decide jointly on the need for an assessment for the purpose of determining qualified applicants for the position. Assessment may take the form of written test(s), practical/physical/skill tests, interview panel or any combination thereof to ensure applicants are assessed for the qualifications and skills considered most important to the position.

For any assessment used to measure the knowledge, skill and ability to perform the job then:

- (i) Applicants shall be given reasonable notice of the assessment date(s)
- (ii) Applicants shall be apprised of the general nature of the subject matter upon which they will be assessed
- (iii) Applicants shall be notified in advance what is expected as a passing grade and the marking scheme
- (iv) Reasonable steps shall be taken to ensure that all applicants are assessed under similar circumstances
- (v) The content of the assessment(s) must be relevant to the knowledge, skills, duties and abilities required to do the job

Where 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

Applicants will be permitted to review their assessment(s), as defined above, by appointment with Human Resources and/or the hiring Department within thirty (30) days of the assessment.

12.4 Trial Period

If an employee is promoted or appointed to a different job classification, whether included in, or excluded from the scope of this Agreement and within ninety (90) calendar days proves unsatisfactory in their new position, or if the employee requests, in writing, they shall be returned to their former position without loss of seniority or wage rate. If an employee returns to their former position during the ninety (90) calendar days the vacancy shall be filled by the next senior applicant on the original positing as per the requirements of Article 12.1.

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

An employee who requests to be returned to their former position shall not prejudice their applications for future promotions or transfers.

12.5 New Classifications

The Employer agrees that within a period of ninety (90) calendar days of posting a new position or classification, job description for the said position or classification is to be delivered to the Union. This 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 job descriptions. In the event that the Union advises within a period of thirty (30) working days of its objection(s) the objection(s) will be subject to the provisions of Articles 16 and 17 of this Agreement except that it is to be processed commencing with step two (2) of the grievance procedure set forth under Article 16.

12.6 Alterations to Existing Classifications

Any classification set forth under Schedule "A" to this Agreement that is altered or varied by the Employer is subject to the provisions of Articles 16, 17 and 18 of this Agreement.

12.7 Temporary Positions

All temporary vacancies will be awarded through the posting process either by a periodic post or an individual vacancy posting.

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

(i) Approved Leaves of Absences

The term of the temporary posting shall not exceed thirty (30) continuous months for all approved leaves of absences.

(ii) 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.

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 known that the employee's absence is expected to be more than six (6) weeks.

Upon the return of the absent employee, the employee filling the vacant position on a temporary basis shall be returned to their former position.

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 the senior employee on the most recent eligibility list shall be confirmed in the position. If there is no periodic post active, the vacancy shall be posted as per Article 12.1 as a periodic post or individual vacancy.

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

12.8 Remaining in Temporary Positions

- (a) An employee who accepts a temporary job posting shall remain in the temporary position until the temporary position ends or for at least five (5) months, whichever comes first, after which the employee can exercise any rights they have to obtain another position.

- (b) The exception to 12.4 is when an employee is in a temporary position and is the most senior on the current active eligibility list to be offered a permanent position or in the event that the employee changes their classification. Thereafter the employee shall not be permitted to apply to or be awarded any further temporary job postings for a period of five (5) months.
- (c) Once an employee's temporary position has been completed, the employee shall return to their home base position.

12.9 Transfers to Positions Outside of the Bargaining Unit

Employees may accept transfers to positions outside the scope of this agreement.

In the event a bargaining unit Employee accepts a temporary transfer outside the bargaining unit seniority will be adjusted in accordance with Article 13. The affected Employee shall continue to pay union dues to Local 5167 during the period of time temporarily transferred out of the unit.

12.10 Promotion Grievances

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

12.11 Priority – Job Vacancies

In the event no regular seniority employee in the bargaining unit is successful for a posted vacancy the employer shall, prior to hiring external applicants, consider applications from other City of Hamilton CUPE Local 5167 bargaining unit members in the following order of priority:

- (i) Employees other than regular seniority employees provided they are covered by the Collective Agreement.
- (ii) Members of other City of Hamilton CUPE Local 5167 bargaining units.

In order that the City can properly identify and separate applicants from groups (a) and (b) above from externals, the applicant shall indicate their status as a member of CUPE 5167 on the application form. Regardless of their previous employment status individuals who are awarded positions through the application of the job promotion clause or this Article will be subject to the probationary period in the Collective Agreement, after which their seniority, for purposes of lay-offs, will be recognized in accordance with the terms of the Collective Agreement in the unit into which they are posting.

In the event an applicant hired through this Article has previous unbroken service with the City, their service shall be recognized for purposes of service rated credits or benefits under the Collective Agreement.

Any rights associated to positions previously held in other bargaining units exist only to the extent provided for under those Collective Agreements are applicable in that unit only.

In the event of a lay-off, there will be no bumping between bargaining units.

12.12 Layoff and Recall

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, Employees shall be laid off in accordance with Article 13 – Seniority. Employees shall be recalled in order of their seniority, provided the Employee retained or recalled can perform the work in a satisfactory manner.

For clarity, lay-offs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time Employee only.

- (a) In all cases of lay-off or recall bargaining unit wide seniority shall be the governing factor provided the Employee retained or recalled can perform the work in a satisfactory manner. An Employee who would be laid off under these circumstances may only replace (bump) another employee with lesser seniority who occupies a classification equivalent to, or lesser than the classification they occupy provided they are qualified to do the work
- (b) As an alternative to bumping, an Employee may choose to accept placement in a vacant position of equal or lower classification prior to the vacant position being posted for the consideration of other employees.
- (c) Further, as an alternative to a) or b) above, an employee may choose to revert to "on-call part-time" status.
- (d) In the event of a lay-off, members of the Executive Board, Grievance Committee Representatives and Location Stewards shall be the last to be laid off, regardless of where they may be employed. The Union shall keep the Employer informed of the names of the members of the Board, Grievance Committee Representatives and Location Stewards and in the event of any dispute, the latest list of names as received by the Employer shall govern.
- (e) 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.
- (f) The Employer is to provide thirty (30) working day notice of lay-off.
- (g) The Employer will notify, in writing with a copy to the Union, all laid off employees of the position vacancies. Notification will be sent to the last known address of the laid off employee, who will have fourteen (14) calendar days from the day of mailing to apply for the positions.
- (h) An employee, after receipt of lay-off notice, shall retain recall rights for the period defined in this collective agreement, to their home classification, whether they are laid-off, bumped or post into another position

12.13 Union Notification of Redundancy

When so determined by management that a vacancy of either a temporary or permanent nature shall not be filled, the Employer will inform the Union of its decision within fourteen (14) calendar days and will notify the Union that the duties are being distributed to other identified positions or not performed.

12.14 Casual Reversion

An employee who determines that they no longer want to work their part time/full time position may submit a request to the Employer to leave their position and work in the casual classification. The request will be subject to operational considerations. In the event that an employee opts out to move to casual, he/she shall be deemed to have given their full/part time position up. For clarity, it is understood that an employee who has given up their position shall have to apply to the periodic post to change their status.

12.15 Acting Pay

When an employee is assigned to perform the principle duties of a higher rated position for more than a half day/shift, they shall receive the minimum rate for the higher classification or a higher step in the salary range whichever is necessary to provide an increase in salary from the employee's current salary. The employee would also receive premium pay for which he/she would be eligible for. Assignment to such higher paid classification shall be by express direction of the employer. Where practical to do so,

such direction will be in writing.

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a lower-paying position in the bargaining unit, the employee's regular rate of pay and any premium pay for which he/she would be eligible shall be maintained.

It is further understood that no bargaining unit employee shall be temporarily assigned work outside the bargaining unit without the consent of the employee.

13 - SENIORITY

Seniority Rating

- 13.1 Employees with less than nine hundred (900) working hours of accumulated aggregate service with the Employer shall be considered probationary employees and will have no seniority rights.

The Employer shall have the exclusive right to discharge employees during the probationary period provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation.

Seniority for the purpose of this Agreement shall be defined as the length of accumulated aggregate service of an employee in the scope of Local 5167 Macassa and Wentworth Lodges with the Employer, uninterrupted by either a break or severance of service, for any reason.

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

- 13.2 Seniority shall be calculated in the following manner for both full and part-time employees.

Seniority is earned on an hourly basis and shall accrue on the basis of one (1) hour seniority for each one (1) hour worked up to a maximum of one thousand eight hundred and thirty (1830) hours per year including overtime hours, which for the purpose of this clause only, shall be calculated at straight hours. Seniority converts from "hours" to "years" based on the following formula: 1830 hours worked equals 1 year seniority.

Loss of Seniority for Full Time Employees

- 13.3 (a) An employee's seniority rating and credited service shall be severed by reason of:
- (i) dismissal for just cause, or
 - (ii) voluntary resignation, or
 - (iii) failure to report for work within a period of seven (7) days after receipt of notice to return to work after a lay-off, or
 - (iv) a lay-off or transfer/posting into a managerial position extending continuously for a period of twelve (12) months, or
 - (v) Absence without leave without sufficient reason.
- (b) An employee's seniority rating shall be broken and deemed frozen by reason of:
- (i) A lay-off extending beyond one (1) month, or
 - (ii) A transfer/posting into a managerial position, or

- (iii) Any unpaid leave of absence period other than Union leaves contemplated within this Collective Agreement, those legislated by the Employment Standards or Employment Insurance Act.

The seniority list shall be posted, by bargaining unit, in each Department and sub-department by February 1st of each calendar year. The Union has thirty days from February 1st to challenge this list. The seniority list shall include the employee's name, start date, seniority date, employee number and classification.

Loss of Seniority for Part-time Employees

- 13.4 An employee's seniority rating and credited service shall be broken by reason of:
 - (a) dismissal for just cause, or
 - (b) voluntary resignation, or
 - (c) absence without leave, or
 - (d) failure to respond to calls and report to duty four (4) times within a calendar year without sufficient reason
 - (e) failure of an on-call part time employee to provide availability two (2) times within a calendar year without sufficient reason
- 13.5 Employees with the same hours worked shall have their seniority ranking determined by lottery, as administered by the Union.
- 13.6 The Union will be notified of all new employees, their start date, department, employee number, position title and classification.
- 13.7 When an employee works in a temporary assignment outside of the scope of CUPE 5167 Lodges, seniority shall be administered in the following manner:

| | |
|---|---|
| Assignments up to 12 months: | Seniority shall continue to accumulate, then; |
| Assignments over 12 months up to 24 months: | Seniority shall be frozen and will not accumulate, then; |
| Assignments over 24 months: | Seniority shall be adjusted to probation plus one (1) hour. |

14 - CALL IN TIME

- 14.1 An employee who has responded to a call to work and reports to the assigned worksite as the result of such call shall be entitled to a minimum of four (4) hours of work on that day.
- 14.2 Management commits to notify part-time employees of a shift change if the said Employees are on their days off and will not be returning to work prior to the noted change.
- 14.3 When reporting to work for a shift in response to a late call in, Employees shall be paid from time of call to a maximum of one-half (1/2) hour over and above time worked. For clarity, it is understood that all call in shifts resulting in overtime shall be awarded based on seniority in the classification.

15 - DISCIPLINE

- 15.1 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.
- 15.2 An employee who has been disciplined and who maintains a clear record for a period of twenty-four (24) months following their last discipline, any discipline heretofore recorded on the employee's record shall be null and void and removed from the employee's file. Upon reasonable notice to the Director of Employee and Labour Relations, an employee shall have access to their file retained in the Human Resources Centre.
- 15.3 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 respond in writing to any document contained therein. Such reply shall become part of the permanent record. The Employee shall not remove any documents from such file. A Union representative may see an Employee's file with the Employee's written consent.
- 15.4 When an employee is required to attend a meeting with a Supervisor, they shall be entitled to have their Steward present when such meeting may result in a notation being made on their record or other disciplinary action with the Employer.

16 - GRIEVANCE PROCEDURE

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

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

It is expressly understood that, prior to filing a grievance, an employee and/or their union steward have addressed their complaint with their immediate supervisor and the complaint has not been resolved.

- 16.3 **STEP ONE:** The Union shall submit a written grievance to the Department Head/Director or designate within fourteen (14) calendar days of an issue being identified.

The Department Head/Director or designate shall, where practicable, meet with the chair of the Grievance Committee or designate, the grievor, and the Steward twenty-one (21) calendar days of the receipt of the grievance.

The Department Head/Director or designate will issue a response in writing to the Chairperson of the Grievance Committee within fourteen (14) calendar days of the above meeting. In the event the department Head/Director, or their designate, denies the grievance, they shall state the reasons in writing.

- 16.4 STEP TWO: Failing a satisfactory resolution at Step One the Union may re-submit the grievance to the Director of Labour Relations within fourteen (14) calendar days or upon receipt of the Employer's 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 twenty one (21) calendar days.

The Director of Labour Relations or their designate will issue a response in writing to the Chairperson of the Grievance Committee within fourteen (14) calendar 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.

- 16.5 (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, the matter shall be referred to a sole Arbitrator in accordance with Appendix A – Article 5.2 (c).

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.

- 16.6 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Articles 17 within thirty (30) calendar days of the receipt of the Director of Employee and Labour Relations' response.

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.

- 16.7 Meetings with the Director of Employee and 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.
- 16.8 The Employer recognizes the President of the Union, or their constitutional replacement as a member of the Grievance Committee.
- 16.9 Where the grievance referred to in 16.1 relates to a job posting in a section or department other than the one the employee is currently working in, the entire grievance procedure shall occur with the Employer's representatives in the department where the job posting occurred.
- 16.10 An Employer grievance may be submitted by the Director of Employee and Labour Relations to the Union through its secretary, in writing, within twelve (12) calendar days from the time the circumstances upon which the grievance is based were known or should have been known by the Employer. A meeting between the Employer and the Union shall be held within twelve (12) calendar days of the presentations of the written grievance and shall take place within the framework of Step Two of Article 16.4 hereof. The Union shall give its written decision within twelve (12) calendar days after such meeting has been held.

If the decision is unsatisfactory to the Employer, the grievance may be submitted to arbitration within thirty (30) calendar days of delivery of such written decision and the arbitration sections of this Agreement shall be followed.

STEWARDS

- 16.11 A Steward is a person elected or appointed by the Union members to represent the employees.
- 16.12 The Employer acknowledges the right of the Union to elect or appoint Stewards to assist employees in the presentation of their grievance to their immediate Supervisor.
- 16.13 The Union acknowledges
- (a) that Stewards, as well as other members of the Union's Committees and the Union's officers, will continue to perform their regular duties on behalf of the Employer, and
 - (b) that such persons as are described in paragraph (a) of this section will not leave their regular duties with the Employer to assist in the Grievance Procedure without obtaining prior permission from their Supervisor who in all cases is to be given a reasonable explanation for the requested absence and such permission will be subject to the operational requirements of the lodge. In the event operational requirements cannot allow for the absence of the persons as are described in paragraph (a) of this section, the Grievance Procedure shall be rescheduled and all relevant grievance timelines amended accordingly, and
 - (c) One of the persons described in paragraph (a) of this section plus the grievor are to leave their duties with the Employer to assist at any one stage in the Grievance Procedure, and
 - (d) When such person as are described in paragraph (a) of this section resume their regular duties after assisting in the Grievance Procedure such person are to report immediately on such resumption to their Supervisor.
- 16.14 Time lost by a Steward or Chairman of the Grievance Committee during their normal hours of work, as set out in Article 4, shall not disqualify them if they had permission under Section 16.13 to be absent to assist in the Grievance Procedure, for premium rates under Article 5 if they would have been otherwise entitled.
- 16.15 Any time spent by a Steward and/or the Grievance Chairperson servicing a grievance during his/her regular working hours, as defined under Articles 16 and 4, respectively, then he/she shall suffer no

loss in pay, and, if otherwise eligible, suffer no loss in entitlement to premium pay.

- 16.16 Subject to the provision of Section 16.14, a Steward will assist in the Grievance Procedure as set forth in Section 16.2 except that in the absence of the Steward, the Chairman of the Grievance Committee may act in their place.
- 16.17 The Union shall notify, in writing, the Director of Employee and Labour Relations of the name of each Steward before the Employer is required to recognize the Steward.

17 - ARBITRATION

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

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

- 17.2 SINGLE ARBITRATOR – Either of the parties to this Agreement is, in such event, to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of ten (10) days after the receipt of the said notice, agree upon a single arbitrator the appointment of the single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.
- 17.3 Where there is a single Arbitrator the Employer and the Union shall share equally the cost of the arbitration proceeding and the cost of the Arbitrator. Where there is a Board of Arbitration, each party shall bear equally the cost of its own Nominee and shall bear equally the cost of the Chairperson and the arbitration proceedings. If one party unilaterally withdraws, cancels or requests and is awarded an adjournment of the arbitration, it shall bear all costs of cancellation.
- 17.4 The Board of Arbitration appointed pursuant to this Article has no jurisdiction to alter, modify or amend, or to make any decision that is inconsistent with the provisions of this Agreement.
- 17.5 The decision of the Board of Arbitration appointed pursuant to this Article is final and binding upon the Employer, the Union and any employee affected thereby.
- 17.6 The time limits and other procedural requirements set forth in Article 16 and this Article are mandatory and not directory, and no matter may be submitted to arbitration which is not properly been carried through all specified previous steps of the grievance procedure within the times specified. The provisions of this section shall not be considered to have been waived under any circumstances by the parties hereto unless they expressly provide a waiver thereof in writing duly signed by both parties.

18 – MEDIATION/ARBITRATION

- 18.1 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 endeavor 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.

19 - SALARY PLAN - SCHEDULE "A"

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

19.1 An employee's anniversary date shall be the commencement of the pay period commencing with or following the Starting Date or the Date of Promotion.

19.2 Anniversary increases will be granted as merited and may be refused or deferred on the recommendation of the Administrator or Designate. When an anniversary increase is refused or deferred, the reasons for such action shall be given to the employee in writing through the Performance Appraisal process.

The Employer will endeavor to provide Performance Appraisal interviews annually prior to the employee's anniversary date.

19.3 The Employer reserves the right to start a new employee within the minimum and maximum range of any specified classification. When the Employer determines that a new employee shall commence employment at a rate other than the minimum rate, the Employer shall notify the Union, in writing, of the reason(s) for the decision.

The decision of the Employer will be final and will not be subject to the grievance procedure of the Collective Agreement.

19.4 The following provision applies to part-time employees only:

Employees, upon completion of one thousand eight hundred and thirty (1830) hours of service, shall be entitled to Step 2 of the appropriate classification set out in Schedule "A" and upon completion of three thousand six hundred and sixty (3660) hours of service, shall be entitled to Step 3 of the appropriate classification set out in Schedule "A". Payment shall continue to be on a pro-rated hourly rate for hours worked. Thereafter, if there is a fourth step in the appropriate classification the Employee will be entitled to the increase upon completion of an additional one thousand eight hundred and thirty (1830) hours of service.

19.5 Shift Premium at fifty five cents (\$0.55) per hour will be paid for all hours worked after 6:00 p.m. and before 6:00 a.m.

Employees shall be paid a weekend premium of seventy five cents (\$0.75) per hour for all hours worked between Friday at 23:00 p.m. and Sunday at 23:00 p.m. This premium shall be in addition to the regular shift premium.

20 - UNION SECURITY

20.1 A compulsory check-off shall apply to all employees coming within the scope of this Agreement. The amount to be deducted shall be such a sum as may from time to time be assessed by the Union on its members according to its constitution, for general Union purposes; it shall not extend to special assessments or to an increment in an assessment which related to special union benefits such as for instance, Union insurance, in which the non-union member employees as such would not participate or the benefits of which they would not enjoy.

20.2 All deductions made under the provisions of Article 20 will be remitted monthly to the proper authorized officials of the Union, together with a list of employees' names eligible for such deductions.

- 20.3 The Employer will notify the Union, in writing, with an explanation as to why an employee is not paying union dues.
- 20.4 The employer shall provide, every six (6) months, the Union with an electronic list of all employee names, addresses and phone numbers.
- 20.5 The Employer shall provide and display a bulletin board in each work location to allow the Union to post information for members of CUPE Local 5167.
- 20.6 The Employer shall provide all new employees with a copy of the Collective Agreement and Union contact information in the orientation information package. Furthermore, the Employer agrees to provide new employees with thirty (30) minutes during the worksite orientation to meet with a Union official for the purpose of familiarizing the new employees with the Collective Agreement.

21 - CONTRACTING OUT

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

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

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

22 - SHIFT DETERMINATION

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

The following provision applies to part-time employees only:

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

23 - PROTECTIVE CLOTHING

- 23.1 Protective clothing as required under the Occupational Health & Safety Act shall be provided to all Employees, except where otherwise specifically noted.
- 23.2 It is further understood that protective clothing/devices are recognized under the Employer's current Infection Control and Occupational Health & Safety Policies shall be provided to all Employees.

24 - TRAVEL ALLOWANCE AND BUSINESS INSURANCE

- 24.1 Travel allowance shall be paid in accordance with the Employer's current corporate travel policy.
- 24.2 The travel allowance paid per kilometer driven on the Employer's business will be the corporate rates in effect at the time the kilometers were driven. As per the corporate travel policy, the rates payable are based on the annual kilometers driven. It is understood the rate of reimbursement per kilometer may change during the term of this Agreement.

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 (\$200.00) per year upon submission of receipt from the insurer.

- 24.3 The Employer will provide bus passes and parking in accordance with City Policy.

25 - EDUCATION

- 25.1 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. If this is impossible, any hours outside normal working hours taken up in receiving instruction, shall be paid for by the Employer at the employee's standard rate. Although hours spent taking mandatory training courses outside regular working hours are "paid hours", these hours are not considered "working hours" as defined under the Employment Standards Act for calculating either "hours worked" or "hours free of work".
- 25.2 Courses for personal improvement, however, will be taken outside working hours (without pay) with the obvious personal benefit of future promotion evolving there from.
- 25.3 The Employer agrees to place into a special fund *one-half (1/2) cent* per hour for each employee in the bargaining unit, calculated on the basis of regular hours only, for the purpose of providing paid leave for Union training.

Such monies are to be paid on a quarterly basis into a trust fund established by Local 5167 of the Canadian Union of Public Employees. The fund shall be used to finance attendance of members of the bargaining unit at C.U.P.E. Education Department courses, and must not be used to promote the political purposes of any political party.

26 - JOINT HEALTH AND SAFETY COMMITTEE

The Employer and the Union agree to recognize the Joint Health and Safety Committee and the right of this committee to represent the employees in all matters dealing with Health and Safety subject to the Occupational Health and Safety Act of Ontario.

27 - LABOUR MANAGEMENT COMMITTEE

A Labour Management Committee shall be formed and the Terms of Reference for the Committee shall be attached to this Collective Agreement as Appendix 'D'.

28 - CLOTHING ALLOWANCE

- 28.1 A clothing allowance of two hundred (\$200.00) per year shall be provided by the Employer to all full time Nursing Staff, Dietary Staff, Housekeeping Staff, Laundry Staff, and Cooks subject to receipts provided by the employee. A uniform allowance of one hundred dollars (\$100.00) per year shall be provided by the Employer to all regular permanent part time employees subject to receipts provided by the employee.

28.2 The Employer will provide each Cleaner/Porter/Storeperson with:

One pair of safety shoes or boots of a standard approved by the Canadian Standards Association, to all Employees required to wear such shoes or boots. In addition, those Employees required to work outside during the winter months shall be provided with an insulated pair of safety boots.

At the Employee's request, commuter boots may be provided in lieu of winter boots for those Employees deemed eligible by the Employer.

The Employer will provide each Porter/Storeperson with one (1) parka.

29 - DURATION OF AGREEMENT

29.1 Subject to sub-section two (2) of this section, the Agreement shall remain in force and effect from and including the 1st day of April 2013, until the 31st day of March, 2019 and from year to year thereafter unless within a period of ninety (90) calendar days before the 31st day of March in any year either party hereto gives notice in writing to the other party hereto of its desire to bargain with the view towards the renewal with or without modification of the Agreement or the making of a new Agreement.

29.2 The Employer agrees to meet with the Bargaining Committee of the Union within fifteen (15) days after receipt of the notice in writing of the desire to bargain.

29.3 This Agreement shall express the full and complete understanding of the parties on all matters contained herein and specifically with respect to remuneration, benefits and working conditions, and it is understood and agreed that this Collective Agreement is the sole Collective Agreement between the Employer and the Union.

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

30 - RETROACTIVITY

30.1 The Employer will make every effort to ensure that all retroactive increases in wages, overtime payments and shift premiums are paid within sixty (60) calendar 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.
- (d) 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.

31 - BRIDGING

31.1 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.

31.2 W.S.I.B.

The Employer agrees that it will continue payment to those Employees who file for W.S.I.B. at their 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 forms 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.

31.3 Long Term Disability

The Employer agrees that it will continue sick benefit payment to those Employees who file for L.T.D. 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. In the event the carrier denies an Employee's claim for L.T.D., such dispute shall be submitted to arbitration at the earliest possible opportunity.

SCHEDULE "A" – WAGES

SALARY SCHEDULE CUPE 5167 (LODGE WORKGROUP)

| SALARY GRADE | JOB CODE | POSITION TITLE | HOURS PER WK | STEPS | EFFECTIVE APR 1/13 (1.90%) | EFFECTIVE APR 1/14 (1.90%) | EFFECTIVE APR 1/15 (1.25%) | EFFECTIVE APR 1/16 (2.00%) | EFFECTIVE APR 1/17 (2.00%) | EFFECTIVE APR 1/18 (2.00%) |
|--------------|----------|---|--------------|-------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| B | 1839 | WHEELCHAIR AIDE | 0 - 24 | 1 | 17.918 | 18.258 | 18.486 | 18.856 | 19.234 | 19.618 |
| | | | | 2 | 18.697 | 19.052 | 19.290 | 19.676 | 20.070 | 20.471 |
| | | | | 3 | 19.476 | 19.846 | 20.094 | 20.496 | 20.906 | 21.324 |
| C | 307 | CLEANER/PORTER (prev Cleaner) | 35 | 1 | 20.701 | 21.095 | 21.359 | 21.786 | 22.222 | 22.666 |
| | 805 | HOUSEKEEPING AIDE | 35, 0 - 24 | 2 | 21.601 | 22.012 | 22.287 | 22.733 | 23.188 | 23.652 |
| | 902 | LAUNDRY AIDE | 35, 0 - 24 | 3 | 22.501 | 22.929 | 23.216 | 23.680 | 24.154 | 24.637 |
| | 1517 | RECEIVER | 37.5 | | | | | | | |
| | 6703 | RECEIVER / CLEANER | 35 | | | | | | | |
| D | 508 | DIETARY AIDE | 35, 0 - 24 | 1 | 22.273 | 22.696 | 22.980 | 23.440 | 23.909 | 24.387 |
| | | | | 2 | 23.242 | 23.683 | 23.979 | 24.459 | 24.948 | 25.448 |
| | | | | 3 | 24.210 | 24.670 | 24.978 | 25.478 | 25.988 | 26.508 |
| E | | | | 1 | 23.176 | 23.616 | 23.912 | 24.390 | 24.878 | 25.375 |
| | | | | 2 | 24.183 | 24.643 | 24.951 | 25.451 | 25.959 | 26.479 |
| | | | | 3 | 25.191 | 25.670 | 25.991 | 26.511 | 27.041 | 27.582 |
| F | 215 | LODGE CLERK | 35, 0 - 24 | 1 | 24.888 | 25.361 | 25.678 | 26.191 | 26.715 | 27.249 |
| | 389 | COOK | 37.5, 0 - 24 | 2 | 25.970 | 26.463 | 26.795 | 27.330 | 27.876 | 28.434 |
| | 5537 | DAY PROGRAM AIDE | 0 - 24 | 3 | 27.052 | 27.566 | 27.911 | 28.469 | 29.038 | 29.619 |
| | 782 | PERSONAL SUPPORT WORKER (prev Health Care Aide) | 35, 0 - 24 | | | | | | | |

| | | | | | | | | | | |
|----------|------|------------------------------------|------------|---|--------|--------|--------|--------|--------|--------|
| G | 6304 | NURSING COORDINATOR | 35 | 1 | 26.630 | 27.136 | 27.476 | 28.025 | 28.585 | 29.157 |
| | 6718 | QUALITY INITIATIVES COORDINATOR | 35 | 2 | 27.788 | 28.316 | 28.670 | 29.244 | 29.828 | 30.424 |
| | | | | 3 | 28.946 | 29.496 | 29.865 | 30.462 | 31.071 | 31.692 |
| I | 1331 | REGISTERED PRACTICAL NURSE | 35, 0 - 24 | 1 | 28.299 | 28.837 | 29.198 | 29.782 | 30.378 | 30.985 |
| | | | | 2 | 29.585 | 30.147 | 30.525 | 31.136 | 31.758 | 32.393 |
| | | | | 3 | 30.872 | 31.458 | 31.852 | 32.489 | 33.139 | 33.802 |
| | | | | 4 | 32.158 | 32.769 | 33.179 | 33.843 | 34.520 | 35.210 |
| J | 113 | ADMISSIONS COUNSELLOR/VOL COORD-WL | 35 | 1 | 30.470 | 31.049 | 31.437 | 32.065 | 32.707 | 33.361 |
| | 6714 | ADULT DAY PROGRAM CLINICAL LEADER | 35 | 2 | 31.855 | 32.460 | 32.866 | 33.523 | 34.194 | 34.877 |
| | 487 | DAY PROGRAM RECREATIONIST | 35, 0 - 24 | 3 | 33.240 | 33.872 | 34.295 | 34.980 | 35.680 | 36.394 |
| | 1317 | RECREATIONIST | 35, 0 - 24 | 4 | 34.625 | 35.283 | 35.724 | 36.438 | 37.167 | 37.910 |
| | 1741 | VOLUNTEER CO-ORD | 35 | | | | | | | |
| K | 114 | ADMISSIONS COORDINATOR | 35 | 1 | 32.267 | 32.880 | 33.291 | 33.957 | 34.637 | 35.329 |
| | | | | 2 | 33.734 | 34.375 | 34.805 | 35.501 | 36.211 | 36.935 |
| | | | | 3 | 35.200 | 35.869 | 36.318 | 37.044 | 37.786 | 38.541 |
| | | | | 4 | 36.667 | 37.364 | 37.831 | 38.588 | 39.360 | 40.147 |
| N | 6081 | CLINICAL DIETITIAN | 35, 0 - 24 | 1 | 35.782 | 36.462 | 36.918 | 37.656 | 38.409 | 39.178 |
| | 1430 | SOCIAL WORKER | 35, 0 - 24 | 2 | 37.408 | 38.119 | 38.596 | 39.368 | 40.155 | 40.958 |
| | | | | 3 | 39.035 | 39.777 | 40.274 | 41.079 | 41.901 | 42.739 |
| | | | | 4 | 40.661 | 41.434 | 41.952 | 42.791 | 43.647 | 44.520 |

| Three Step Range | |
|------------------|------|
| Step 1 | 92% |
| Step 2 | 96% |
| Step 3 | 100% |

LETTER OF UNDERSTANDING - JOINT COMMITTEE - RETURN TO WORK

The parties agree to establish a joint committee on Return To Work (RTW) during the term of this agreement.

The purpose and mandate of the RTW committee is to develop and oversee a return to work process that will facilitate and assist with the reintegration of workers returning to work following serious injuries or illnesses. The committee shall operate in a manner consistent with the terms of the collective agreement and the intent and requirements of legislation such as the Occupational Health and Safety Act, the Employment Standards Act, the Workers Compensation Act and the Ontario Human Rights Code.

LETTER OF UNDERSTANDING - STUDENT NURSES

Whereas the parties agree it is of mutual interest for operational and administrative purposes to have nursing students, who are enrolled in University or College RN and RPN Academic Programs and have successfully completed the first year of the program, to be hired during the summer months to provide summer relief.

The provisions of the Memorandum shall apply to all Nursing Students employed in the Health Care Aide job classification during the period of May 1 to September 30 of each calendar year.

Duties to be performed would be the full scope of the Health Care Aide position.

Rates of pay would be as follows:

| | |
|--|--|
| 1 st year with the Employer | 65% of 1 st step of Health Care Aide Position |
| 2 nd year with the Employer | 70% of 1 st step of Health Care Aide Position |
| 3 rd year with the Employer | 75% of 1 st step of Health Care Aide Position |

It is not the intent of the employer to use Summer Students as a means by which to reduce regular full time staff complement, or to otherwise usurp the posting provisions of the collective agreement.

Overtime shall only be offered to Students when no other qualified regular employees are available and would be paid according to the Employment Standards Act.

Students shall not be entitled to shift premiums.

Local 5167 recognized that Students shall not be classed as "regular employee" and shall not attain seniority, shall not be eligible for benefits, and further, time spend in the service of the Employer as a Student shall not count towards a probationary period or accumulated aggregate service.

Part-time and On-call Part-time would be requested to submit availability for May 1 to September 30 in advance of Nursing Students being scheduled, in order to ensure no loss of opportunity/hours for Part-time and On-call Part-time.

LETTER OF UNDERSTANDING - LEAVE FOR UNION VICE PRESIDENT

The parties agree that, for the life of the current Collective Agreement the Unit Vice-President will be provided with a leave of absence for Union business for two (2) shifts per week.

The Employer and Union will meet to discuss the benefits of this trial leave of absence for Union business.

The leave of absence will be funded based on a 50/50 cost share arrangement between the parties.

The parties further agree to meet no sooner than six (6) months post-date of ratification to discuss the Unit Vice President function including workload, with a view of piloting a third day to the Unit Vice President leave.

LETTER OF UNDERSTANDING – EXTRA HOURS OF WORK AGREEMENT

In accordance with Section 17 of the Employment Standards Act, 2000, the parties agree as follows:

1. Regular Work Day

(i) Full-Time Employees

The regular work day for Employees listed in Schedule "A" of the CUPE Local 5167 Lodges Collective Agreement has been established as outlined in the CUPE Local 5167 Lodges Collective Agreement.

(ii) Part-Time Employees

The normal hours of work for part-time Employees shall be defined in Schedule "A" and as per Article 4.7 of the CUPE Local 5167 Lodges Collective Agreement.

2. Extra Daily Hours

The Union and the Employer agree to allow our members/your employees covered under the CUPE Local 5167 Lodges Collective Agreement to voluntarily work overtime beyond their regular scheduled work day to the maximums allowed under the Employment Standards Act, 2000 and its regulations and, where applicable, the Long Term Care Act and its regulations.

3. Extra Weekly Hours

The Union and the Employer further agree to allow our members/your employees covered under the CUPE Local 5167 Lodges Collective Agreement to voluntarily work overtime beyond their regularly scheduled work week to a level beyond sixty (60) hours per week as outlined in the Employment Standards Act, 2000 and its regulations and, where applicable, the Long Term Care Act and its regulations.

4. Scheduling

The scheduling of additional hours shall be administered in accordance with the overtime provisions of the CUPE Local 5167 Lodges Collective Agreement.

5. Termination of Agreement

The parties agree that either party shall have the right to terminate this agreement with two (2) weeks written notice to the other party.

LETTER OF UNDERSTANDING – ERGONOMIC ASSESMENT

Within six (6) months post-date of ratification the parties agree to meet to discuss ergonomic assessments including opportunities for in-service and/or potential training on how to prevent injury.

LETTER OF UNDERSTANDING – SCHEDULING

The parties agree that a joint subcommittee will be established to examine alternative schedules that would meet scheduling requirements and increase weekends off.

The parties agree the subcommittee shall be comprised of equal numbers of Union and Employer representatives. One of the Union representatives will be the Unit Vice President. A maximum total of three (3) Union and three (3) Employer representatives will be assigned.

The committee will meet within six (6) months of ratification.

In the event the parties are able to come up with a schedule a Letter of Understanding shall be struck and taken forward to the Bargaining Unit Members for ratification.

It is additionally agreed that no schedule that is introduced shall increase costing to the Employer.

This Letter of Understanding will expire one (1) year after date of ratification unless mutual agreement is reached between the parties to extend.

LETTER OF UNDERSTANDING – ARTICLE 12 PROMOTION & REDUCTION OF STAFF

The parties agree that when issues arise with respect to the implementation, administration or interpretation of Article 12 PROMOTION AND REDUCTION OF STAFF, either party may request to meet and discuss resolution.

APPENDIX “A” - LIFE INSURANCE

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

Life Insurance at Retirement

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

APPENDIX “B” - SUMMARY OF BENEFITS

CITY OF HAMILTON

MACASSA/WENTWORTH LODGE – ACTIVE

GROUP NUMBER: 6500E

ISSUED: September 2003

IMPORTANT INFORMATION:

This material summarizes the important features of your group benefit plan. This appendix 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.

You can contact Manulife Financial at

**You can contact Manulife Financial at
1-866-769-5556
Or visit our website at:
www.manulife.ca/groupbenefits/securereserve**

SUMMARY OF BENEFITS

BENEFITS UNDERWRITTEN BY MANULIFE FINANCIAL

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

ELIGIBLE EMPLOYEES

All employees who are eligible will be insured based on the terms of the Union agreement with the City of Hamilton.

ELIGIBLE DEPENDENTS

Dependents (if applicable) include:

- i) your legally married spouse or a person of either sex with whom you have continuously cohabited for a period of at least one (1) year in a common-law or similar relationship;
- ii) unmarried, unemployed children under the age of 21 years, including newborns;
- iii) unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability;
- iv) Unmarried, unemployed dependent children over 21 but under 25 years of age in full-time attendance at a school, college or university.

It is the responsibility of the Employee to notify the Benefits Section if your dependent no longer meets the definition of an eligible dependent.

CHANGES IN BENEFIT COVERAGE

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

Should be directed to the Human Resources Centre.

INQUIRIES ON BENEFIT COVERAGE

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

HEALTH BENEFITS

EXTENDED HEALTH BENEFITS (EHB)

Deductible - Nil.
100% reimbursement of eligible charges.

Prescription Drugs

Deductible - Nil.

100% reimbursement of eligible charges limited to the amount shown in the drug price listing.

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

Paramedical Services - maximum amount allowed:

a) Clinical Psychologist:

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

b) Registered Masseur:

| | |
|------------------------------|-----------------------------------|
| Per treatment | - up to \$30 |
| Maximum number of treatments | - 12 per person per calendar year |

c) Speech Pathologist:

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

d) Chiropractor:

| | |
|--------------------------|--------------------------------------|
| Maximum amount allowable | - \$300 per person per calendar year |
|--------------------------|--------------------------------------|

Hearing Aids

Deductible - Nil.

100% reimbursement up to a maximum of \$350 per 36 consecutive months.

Vision

Deductible - Nil.

100% reimbursement up to a maximum of \$300 per 24 consecutive months.

Plus

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

EHB Overall Maximum – Unlimited

DENTAL BENEFITS

Deductible - Nil.

Co-payment:

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

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

Maximums:

Basic Services - Unlimited.

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

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

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

Note:

A calendar year is January 1 to December 31.

TERMINATION OF BENEFITS

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

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

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

A former employee who:

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

is eligible for the following benefits,

Extended Health Care Plan
Dental Care Plan

subject to the conditions that,

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

- (iii) these benefits terminate upon the death of the former employee; and,
- (iv) in the case of a former employee while on LTD benefits, these benefits terminate at the same time as their LTD benefits; if LTD benefits continue until age sixty five (65) these benefits will terminate on the last day of the month the former Employee attains the age of sixty five (65) years; and,
- (v) benefits will be provided in accordance with the terms of the Plans as they exist from time to time.
 - the date of your normal retirement date, death, change in classification;
 - the termination date of the Group Contract.

EXTENSION OF COVERAGE – DISABILITY EXTENDED HEALTH BENEFITS

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

CLAIMING BENEFITS

Assignment of Benefits to the Provider

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

Direct Claims Submission

Claims submitted directly to Manulife 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 sent to the address indicated on the claim form.

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

COORDINATION OF BENEFITS

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

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

CONVERSION

When you or your dependent leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within sixty (60) days of leaving the group.

EHB (EXTENDED HEALTH BENEFITS)

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

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

GENERAL INFORMATION

- No medical examination is required.
- Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Manulife from the date of the last service provided.
- Manulife will not reimburse the difference between what a hospital charges and what the provincial health plan reimburses for hospital stays. Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental care as a result of an accident.

BENEFITS

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

In any event, the amount payable for all eligible 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) or Registered Practical Nurse (RPN); up to an annual maximum of twenty five thousand (\$25,000) per covered person when such services are provided in the home by a Nurse who is registered in the jurisdiction in which the services are performed and is not a relative of the patient. Nursing services must be certified medically necessary by the attending physician. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

An "Authorization Form for RN Services" must be completed by the attending physician and submitted to Manulife for prior approval. When the services are extended for more than 30 days, an updated authorization form must be submitted to Manulife for approval on a monthly basis.

3. PHYSIOTHERAPY - Charges for the services of a licensed or registered physiotherapist who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of his/her services up to an annual maximum of eight hundred and fifty dollars (\$850.00). These services are limited to an \$850 dollar maximum and must be authorized in writing by the patient's attending physician with diagnosis. All questionnaires must be completed if requested by the insurance provider.

4. DIAGNOSTIC SERVICE - Diagnostic services performed in a hospital or licensed medical laboratory.

5. ACCIDENTAL DENTAL - Dental care for natural teeth necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Payment will be made up to the fees set out in the Ontario Dental Association suggested Fee Guide for General Practitioners in effect on the date of treatment. The replacement of natural teeth will be limited to \$500 per accident.

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

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

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

6. PROSTHETIC APPLIANCES - Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), ostomy supplies (where a surgical stoma exists) and corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery). Custom-made orthopedic boots or shoes, adjustments to stock item footwear and custom molded foot orthoses (orthotics) are subject to a combined maximum of \$500 per person per calendar year for adults and two (2) pairs per calendar year (no dollar limit) for dependent children.

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

7. HEARING AIDS - Payment will be made towards the purchase of a hearing aid when prescribed by a licensed physician or hearing specialist. Eligible charges include the cost of repairs and batteries. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for ear examinations or tests.

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

9. DURABLE MEDICAL EQUIPMENT - Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs.

10. MEDICAL SERVICES AND SUPPLIES - Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.

11. AMBULANCE - Licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).

12. PARAMEDICAL SERVICES - Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:

- a) Clinical Psychologist;
- b) Masseurs - when the patient's attending physician authorizes in writing that such treatment is necessary;
- c) Speech Pathologists - when the patient's attending physician or dentist authorizes in writing that such treatment is necessary;
- d) Chiropractor - benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.

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

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

14. PRIVATE HOSPITAL - If you are hospitalized in a private hospital payment will be made for room and board charges in excess of those payable by your provincial health 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 provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, health spa, or when a patient is confined to a nursing home or home for the aged and receives Ontario government assistance.
- Dental care (except as outlined under "Benefits").
- Rest cures, travel for health reasons, insurance examinations or services or supplies for cosmetic purposes.
- Charges for hospital accommodation.

DENTAL BENEFITS

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

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

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

BENEFITS

BASIC SERVICES

Examinations - includes complete and recall oral examinations once every six (6) months for persons up to and including age 12 and once every 9 months for persons over age 12.

Consultations - with patient or with a member of the profession

Radiographs - includes complete series intra oral films once every 24 months, panoramic films, and bitewing films once every six (6) months for persons up to and including age 12 and once every 9 months for persons over age 12

Diagnostic Services - includes bacteriologic tests, biopsy and cytological tests

Preventive Services - space maintainers (for dependent children); pit and fissure sealants; scaling; fluoride treatment; polishing (one unit of time once every six (6) months for persons up to and including age 12 and one unit of time every 9 months for persons over age 12). The following benefits are provided once every six (6) months for persons up to and including age 12 and once every 9 months for persons over age 12: preventive recall packages, oral hygiene instruction and reinstruction

Fillings

Extractions - includes root extractions

Anesthesia

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

Periodontal Services - includes periodontal surgery, root planning and occlusal equilibration

Denture Repairs, Adjustments, Relining/Rebasing

Surgical Services - includes surgical incision/ excision and frenectomy

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

MAJOR SERVICES

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

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

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

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

ORTHODONTIC SERVICES (for dependent children to age 18)

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

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

Orthodontic Treatment

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

PREDETERMINATION OF BENEFITS AND ALTERNATE BENEFIT PROVISION

- Crowns, Bridgework, Dentures

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

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

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

Benefits are not payable for:

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

APPENDIX “C” - 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 Employer will be responsible respectively only for the arranging of a contract to provide benefits, but the final terms of the Plan will be found in the Master Contract as the governing document.

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

SECTION A

1. INTRODUCTION TO INCOME PROTECTION PLAN

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

Employee – New: A new Employee is one who has not completed their probationary period.

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

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

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

SECTION B

3. SHORT TERM INCOME PROTECTION PLAN

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

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

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

documentation from their 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.

- (e) 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.
- (a) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.
 - (i) 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
 - (ii) A disability due to a different cause will be considered a new period after a return to active employment for one month.
- 5.
- (a) 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.
 - (b) Short term disability payments will be offset by any disability benefits payable to the Employee from the Canada Pension Plan.
 - (c) The Employer will continue to pay benefits costs including Extended health Care, Dental Care, Life Insurance, and any other applicable benefits negotiated as long as the employee remains qualified to receive STD or LTD benefits or until their 65th birthday, whichever comes first. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

REGULATIONS

- 6.
- (a) An employee shall, on the first day of illness/non-occupational injury, report or cause to report such illness/non-occupational injury to their Administrator or Designate or Supervisor.
 - (b) An employee who fails to report on the first day that they are absent from work due to illness/non-occupational injury shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
 - (c) Upon receiving notice of an Employee's illness/non-occupational injury, the Administrator or Designate or Supervisor shall, on the same day, report such illness/non-occupational injury on the Daily Absence Status Report as provided by the Director of Employee and Labour Relations.
 - (d) An employee whose illness/non-occupational injury extends to the sixth working day shall, on or before the sixth working day, file a claim form with the Administrator or Designate or Supervisor. The cost for completion of the initial form shall be the responsibility of the employee. Provided the initial form was fully completed, costs associated with subsequent requests for additional medical forms or reports/information beyond the Short Term Disability claim form shall be at the expense of the employer. Where the original form identifies a specific return to work date additional forms will not be required during that period unless there is a change in the expected return date.
 - (e) Where the Administrator or Designate or Supervisor has reason to believe that absence of the Employee was not due to illness/non-occupational injury, the Administrator or Designate may demand a doctor's certificate for one day of absence.

- (f) An Employee whose illness/non-occupational injury extends to fifteen (15) consecutive working days and a return to work date was not identified on the original form, shall, on the fifteenth (15th) day and for every subsequent fifteen (15) working days, file a doctor's certificate with their Administrator or Designate or Supervisor.
 - (g) An Employee failing to file a doctor's certificate pursuant to Regulation (d) or Regulation (e) 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.
 - (h) For absences of ten (10) or more working days the employee must provide a medical certificate stating the employee is fit to return to work.
- 7.** The Head of a Department is responsible for reporting to the Director of Employee and Labour Relations all cases of illness/non-occupational injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.
- 8.** The Director of Employee and Labour Relations
- (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 Director of Employee and Labour Relations 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 their retirement or death.

SECTION C

The City of Hamilton

**Claims for Income Protection Benefits
(Short Term Disability)**

Forward Completed Form to:

Lost Time Co-ordinator
Human Resources
City Hall, 71 Main Street West
HAMILTON ON L8P 4Y5 Fax (905) 546-2324

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 to determine eligibility for short term disability benefits and b) Corporate Health Services to evaluate work accommodation alternatives. Questions about this collection should be directed to the Commissioner of Human Resources.

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 Corporate Health Services 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

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) | Is This Absence a Result of a Workplace Accident/Incident? [] Yes [] No | |
| 3. Occupation/Title: | Physical Effort Required: [] light [] moderate [] heavy | |

Employee Authorization: The above information is accurate to the best of my knowledge, and I hereby authorize my physician to release the following and subsequent information to the Human Resources Centre in respect to my claim for short term disability benefits. **I further agree to the recovery of sick benefits received in the amount of 20% per pay cheque if it is found that the functional information provided does not support an absence from work.**

Employee Signature

Date: (day/month/year)

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

| | |
|---|--|
| 1. 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 [] No [] Yes, please state when and describe |
| 2. Is condition due to injury or sickness arising out of patient's employment: [] Yes [] No [] Unknown | |
| 3. Date of hospital in-patient admission (day/month/year) | Date of discharge (day/month/year) |
| 4. Nature of treatment (e.g. date and type of surgery) | |
| 5. a) If patient was referred to you, give name of referring physician | b) If you have referred patient to a specialist, give name(s) of physicians |
| 6. 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)

7. 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 apprx. date patient should be able to return **OR** the estimated number of weeks before possible return
(day/month/year) _____ | _____

8. The Employer has a proactive work accommodation policy. In light of your response to Part 2 No. 7, above, is this employee capable of performing their regular or modified duties at the present time?

A. Employee is/was fit to work without restriction on: _____ (date)

B. Employee is/was fit to work with the following medical restrictions on : _____ (date) **Complete Restrictions Below**

C. Employee is unfit to work. Complete Restrictions Below

Prognosis for **Full recovery** _____ (date) or **Possible return to modified duties:** _____ (date)

Physical Restrictions: (note weight and/or frequency restrictions and their estimated duration)

Lifting: _____ **Sitting:** _____
 Walking: _____ **Typing:** _____
 Carrying: _____ **Climbing:** _____
 Work at heights/reaching: _____ **Bending:** _____
 Pushing/Pulling: _____ **Looking up:** _____
 Prolonged standing: _____ **Repetitive movements** _____
 Vision: _____ **Kneeling:** _____
 Cardiac: _____
 Other: _____

Cognitive/Psychosocial Restrictions:

Analyze and reason: Mild Moderate Severe
 Sustain concentration: Mild Moderate Severe
 Memorize: Mild Moderate Severe
 Interact with others: Mild Moderate Severe
 Perform multiple tasks: Mild Moderate Severe
 Other: Mild Moderate Severe

Estimated Duration:

Additional Comments:

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

Name of Attending Physician (please print)

Speciality

Telephone No.

Address (number, street, city, province, postal code)

Signature

Date (day/month/year)

SECTION D

LONG TERM DISABILITY PLAN

10. ELIGIBILITY

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

11. EFFECTIVE DATE OF BENEFITS

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

12. LONG TERM DISABILITY BENEFIT

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

13. MONTHLY BENEFIT

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

- (a) Sick Pay from the City
- (b) Any other group insurance disability benefits arranged through the Employer or any professional association.
- (c) Retirement benefits from the City, or a governmental plan
- (d) Governmental disability benefits
- (e) Canada or Quebec Pension Plan benefits (excluding benefits for dependants 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:

- (a) Attainment of age 65
- (b) Cessation of total disability
- (c) Attainment of date or retirement
- (d) Death

16. (a) DEFINITION OF TOTAL DISABILITY

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

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

(b) RECURRENT DISABILITIES

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

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

17. REHABILITATIVE EMPLOYMENT

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

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

18. WAIVER OF PREMIUM

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

19. TERMINATION OF EMPLOYMENT

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

20. EXCEPTIONS AND LIMITATIONS

Benefits are not payable for the following:

- (a) A disability where you are not under continuing medical supervision and treatment;
- (b) A disability caused by intentionally self-inflicted injuries or illness while sane, or self-inflicted injuries or illness while insane;
- (c) A disability resulting from insurrection, war, service in the Armed Forces of any country, or participation in a riot
- (d) 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;

- (e) 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.
- (f) 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.

SECTION E

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 their 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 “D” - LABOUR MANAGEMENT COMMITTEE

1. The purpose of the Labour Management Committee is to:
 - (a) foster satisfactory working conditions and terms of employment for all employees who are subject to this agreement, within the terms and provisions of the Collective Agreement;
 - (b) foster effective and productive communication between the parties and the promotion of constructive and harmonious relations;
 - (c) reflect the recognition by the Employer that staff are the lodges' most valuable resource and that the effective utilization of staff is vital for the Lodges to achieve expected outcomes;
 - (d) promote a climate of mutual respect, trust and integrity;
 - (e) provide for efficient and fair internal resolution of concerns and complaints.
2. The Employer shall designate a co-chairperson from the Lodge's senior management group to represent the Lodge, and that official may designate four (4) others to assist him/her. The Union representation shall be no more than four (4) members of the Union in the Lodge, as determined by the Union, one of which shall be the Union co-chairperson, plus the President of CUPE Local 5167, or his/her designate.

It is understood that equal numbers of management and union members are required for quorum.

It is understood that both co-chairs must be present at all meetings.
3. Notwithstanding 2 above, either party may invite one or more persons to provide expertise and advice on specific items, or as an observer or trainee, provided prior agreement of the other party is secured. Agreement by either party will not be unreasonably denied.
 - (a) Meetings of the Labour Management Committee shall be held once every two (2) months.
 - (b) The parties will be requested to submit items or issues for discussion a minimum of fourteen (14) calendar days prior to the scheduled date of the meeting. Co-chairs will take responsibility of finalizing and forwarding the agenda to committee members at least seven (7) calendar days in advance of the scheduled meeting. Additional items may be added prior to or at the meeting with the mutual consent of both the parties.
4. Notwithstanding 3 above, either party to this Agreement may formally request that a special meeting of the Labour-Management Committee be held and, provided both parties concur, the meeting shall be convened within ten (10) calendar days of the formal request.
5. The Lodge agrees to provide the Labour Management Committee with the resources and support necessary to ensure that the Committee's purpose and function, including consultation and communication with staff where required, can be satisfactorily accomplished.
6. It is agreed that the following items will not be the subject of an agreement:
 - (a) Any matter affecting an individual shall not be brought to the committee for resolution;
 - (b) Any matter(s) that alters the collective agreement;
 - (c) Any matter already referred to the grievance procedure.

7. Minutes of the meeting shall be circulated first to the co-chairs for review and signed approval. Minutes shall not reflect individual speakers but shall refer to speakers as either Union or Management, respectively. Once approved by the co-chairs, the Minutes shall be copied and forwarded to Committee Members. Once approved by the Committee, a copy of the minutes will be placed on each Union bulletin board.

It is understood that, in addition to the above, the Labour Management Committee will participate, at the request of city management, in any Labour Management meetings that pertain to both the lodges and the broader City of Hamilton.

APPENDIX “E” - JOB POSTING

JOB TITLE:

- Title of the position

LOCATION:

- Where position is located

REFERENCE NO:

- Call Number

DEPARTMENT MARKETING STATEMENT/DEPARTMENT INFORMATION including:

- Department
- Division
- Location

TITLE OF POSITION including:

- Bargaining Unit
- Definition of vacancy (permanent or temporary, fulltime or part time)

SUMMARY OF DUTIES including:

- Reporting Relationship
- Program
- Overview of duties

GENERAL DUTIES including:

- Detailed outline of duties performed

QUALIFICATIONS including:

- Experience required
- Education required
- Abilities required
- Knowledge required
- Skills required
- Level of above qualifications required
- Licenses or credentials required

SALARY including:

- Salary grade
- Pay levels in grade

HOURS OF WORK including:

- Hours of work for the position

NOTE including:

- Reason for temporary vacancy
- Statement re compliance with Health & Safety Policies and Practices
- Employees must have the ability to perform the duties of the position
- Any relevant information not included above

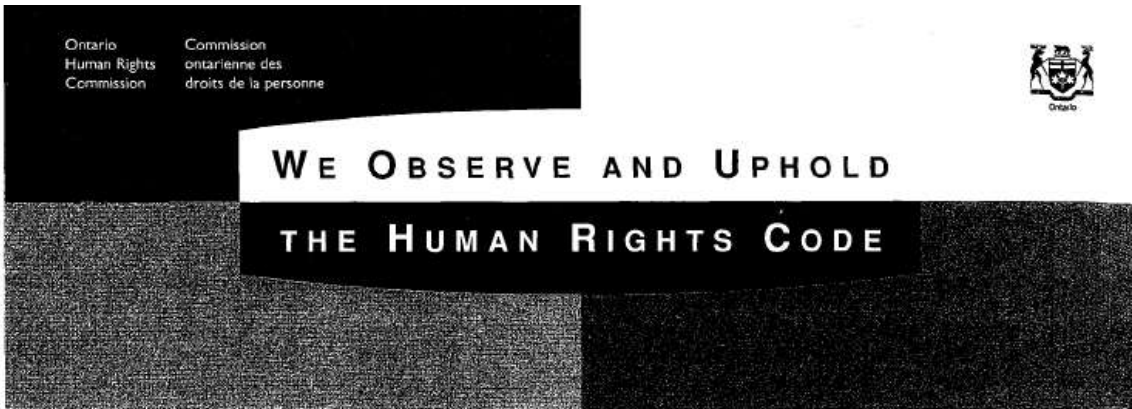
STAFFING SPECIALIST

- Name of staffing consultant

DATE WHEN APPLICATIONS MUST BE SUBMITTED

- Last date that applications will be accepted

APPENDIX “F” - HUMAN RIGHTS CODE



OUR COMMITMENT TO HUMAN RIGHTS

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

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

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

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

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

ONTARIO HUMAN RIGHTS COMMISSION
180 DUNDAS STREET WEST, 7th FLOOR
TORONTO, ON M7A 2R9

FOR MORE INFORMATION, CALL IN CONFIDENCE
1-800-387-9080
TTY 1-800-308-5561
WWW.OHRC.ON.CA

APPENDIX “G” - JOINT JOB EVALUATION PROGRAMME

JOINT JOB EVALUATION PROGRAMME MANUAL OF PROCEDURES

CUPE LOCAL 5167

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

Article 1 - PURPOSE

The Joint Job Evaluation Program is designed to create and maintain equal pay for work of equal value. It provides the method by which job descriptions and job ratings shall be maintained to meet changing conditions and work requirements. It is also recognized by the parties that the Joint Job Evaluation Program will be used to maintain Pay Equity in accordance with the Pay Equity Act.

Article 2 - DEFINITIONS

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

| | |
|----------------------|---|
| Benchmark Jobs | A representative selection of jobs chosen from the classifications covered by the plan. These are used as a basis for comparison and guides for maintaining relativity of rating under the rating manual. |
| Collective Agreement | The Collective Agreement currently in effect between the Employer and the Union. |
| Current Rate | An employee's present rate of pay. |
| Dormant | A position that will not be filled for a period of time. |
| Employee | An employee of the Employer in the bargaining unit for which the Union is the recognized bargaining agent as defined in the Collective Agreement. |
| Factors | The major criteria, i.e. experience, responsibility, working conditions, etc., as set out in the Rating Manual to measure all jobs covered by this Job Evaluation Programme. |
| Factor Degree | The actual measurement levels within each factor. |
| Green Circled | The current rate is lower than the job rate that has been established for the job in accordance with the Job Evaluation Programme. |
| Incumbent | An employee who has been appointed or promoted to a job. (An employee is an incumbent in one job only). |
| Job | A group or range of duties or tasks assigned to and performed by the incumbent(s). |
| Job Analysis | The process of determining and recording, through the use of questionnaires, observations and studies, the tasks and duties comprising a job and the required knowledge, responsibility, effort and working conditions involved in the performance of that job. |

| | |
|--|---|
| Job Analyst | A position in the Human Resources Department held by individuals trained in job evaluation. Job Analysts ensure appropriate documentation describing existing or changes in skill, effort, working conditions and responsibility is received in order to accurately designate an appropriate wage grade in accordance with this Manual of Procedures and the Rating Manual as set out in the Collective Agreement, for all positions submitted for Job Evaluation. |
| Job Description | A written statement of the principle function, responsibilities and duties of a job used for evaluation purposes. This shall be the only job description used for evaluation purposes. It shall not be construed to be a detailed description of all requirements inherent in the job. |
| Job Evaluation | The process of studying and analyzing a job to prepare a job description and to determine the relationship of the job to other jobs covered by the Rating Manual, which are set out in the Collective Agreement. |
| Job Rate | The top step of the evaluated rate for the job. |
| Job Rating | The selected degree levels, points, reasons for rating and the total points established for a job in accordance with the Rating Manual which becomes the official rating for the job. |
| Joint Job Evaluation Appeals Committee (JJEAC) | <p>The Joint Job Evaluation Appeals Committee appointed by the parties to the Collective Agreement to deal with appeals lodged by the incumbent(s) and or management with respect to the rating of a job.</p> <p>The Employer and the Union shall each appoint three (3) representatives to the Joint Job Appeals Committee. The Union members of the Committee and any alternate appointed by the Union shall be granted leaves of absence with pay and without loss of seniority for periods of time spent working on the Committee. These members shall have all rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which employees would normally be entitled, including any increase that may occur as a result of an evaluation of the job the member held prior to an appointment to the Committee. Such leave of absence shall be of sufficient duration and frequency to allow the Union to discharge its responsibilities as provided in this Manual.</p> <p>All decisions and agreements of the Committee shall be by consensus or by majority vote of 5 to 1.</p> <p>The Employer agrees and understands that Union members of the Committee shall be exempt from Article 11.1 of the Collective Agreement in order to ensure consistency and the timely processing of appeals. The Committee procedures may be reviewed from time to time by the parties.</p> |
| Job Questionnaire | Data collected from the incumbent and supervisor relating the job duties the incumbent is assigned to carry out. |
| Out of Schedule Rate Points | A job rate, established by the Employer, in response to market conditions. The numerical expression adopted for measurement of each degree within each factor. |
| Rating Manual | The basic guide for analyzing and evaluating the content of a job from the job description. |

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

Article 3 - FACTORS OF JOB DESCRIPTION AND RATING

- 3.1 A job questionnaire serves to record the basis from which the job is rated and to compare and judge the changes in job content which result, from time to time, from new or changed circumstances or requirements, in conjunction with the job description.
- 3.2 A job questionnaire and the contents therein are for the purposes of rating a job and assigning the job into the proper wage grade for application of Schedule "A". The questionnaire for a job shall be in sufficient detail to enable that job to be identified and rated as well as to enable the creation of an accurate summary of duties herein called the job description.
- 3.3 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill, responsibility and effort required and the working conditions involved in each job. In order to reduce possible errors in personal judgment into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific factors, listed below, which are all inclusive in doing job evaluation and which are to be determined by the Negotiating Committee.
 - 1. Knowledge
 - 2. Experience
 - 3. Judgement
 - 4. Mental Effort
 - 5. Physical Activity
 - 6. Dexterity
 - 7. Accountability
 - 8. Physical Safety of Others
 - 9. Work Related Direction
 - 10. Contacts
 - 11. Disagreeable Conditions
- 3.4 Job Evaluations serve to:
 - (a) group jobs having relatively equivalent point values into the same grade,

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

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

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

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

Article 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

4.1 It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the Programme.

4.2 Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time, as a result of new, or changed, conditions, are as follows:

- (a) Requests for review under the job evaluation plan may be initiated by either the incumbent or by management, and may only be made upon the following conditions being present:
 - i. A departmental restructuring plan approved by the City Manager, and/or the Council of the City of Hamilton; or,
 - ii. The transfer of duties to or from another level of government; or,
 - iii. Programme, policy or procedural changes directed by Council; or,
 - iv. New, revised or repealed legislation which affects job content; or,
 - v. Additional duties and/or responsibilities as assigned by the employer on a regular and ongoing basis.
- (b) Whenever the Employer decides to establish a new job, the following procedures shall apply:
 - i. The Department shall prepare a job description, a job questionnaire and forward to the Job Analyst for an interim wage grade. An employee will be assigned in accordance with the Collective Agreement.

- ii. The Job Analyst shall provide the Union with a copy of the job description and the interim wage grade.
- iii. A job questionnaire and revised job description shall be prepared by the incumbent and submitted to the Department and Human Resources, within six (6) months of their assignment to the new position. If an updated questionnaire is not received within the specified six (6) month time period, the existing job description and rating shall be confirmed.

It is understood that the current incumbent in the classification shall have the right to receive copies of all documentation related to his/her existing job and its evaluation

In multi-incumbent positions, the majority (more than 50%) of the incumbents at the time of submission must sign off on the submitted job evaluation documentation in order for it to be accepted.

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

- iii. If the Employer does not find the Union's request to be justified, it shall notify the Union in writing of its decision, within thirty (30) calendar days following receipt of the Union's written request. The Union may, within thirty (30) calendar days following the receipt of the Employer's decision, lodge a grievance. The grievance shall be dealt with in a manner subject to Article 5.2(d) herein of this Manual of Procedures.
- iv. If it is determined that the Union's grievance is justified and a new wage grade is assigned, the new wage grade, except as otherwise provided, shall be effective as of the date the new job was established or the date the Employer was advised by the Union, in writing, of the change in the job content of the existing job.

- (f) If a change in job content results in a lower evaluation and wage grade for a job, the incumbent of the job whose current rate is higher than the job rate of the changed job shall be identified as being "Red Circled". Each incumbent with a designated "Red Circled" wage rate shall continue to receive that rate for the duration of his or her employment in that position. Further, each incumbent designated as being red circled, will have their rate of pay frozen, and not be eligible for collective agreement percentage increases. The rate will be unfrozen once the job evaluated rate reaches their red-circled rate (or they are no longer in the position that was red-circled), at such time the employee will begin earning the job evaluated rate, and red-circling ends.

Any employee with a red circled salary, at the date of ratification, shall receive a lump sum equivalent to the agreed upon general wage increase for each year which shall be paid out on a bi-weekly basis, until the job rate equals or exceeds the frozen "Red Circled" rate.

- (g) If a change in job content results in a higher evaluation and wage grade for a job, the incumbent of the job whose current rate is below the job rate of the changed job shall have his or her wage rate designated "Green Circled". "Green Circled" rates shall be adjusted to the appropriate wage grade recognizing the incumbent's status within the existing wage grade increment structure, effective-as outlined in Article 4.2 (d) (iii).

In the event that a job is evaluated at a wage grade more than three grades different from the current rating for the job in question, the rating will be referred to the JJEAC for confirmation of the rating.

- (h) The Job Analyst shall notify the Union in writing within thirty (30) calendar days of any change in the identification details of a job, i.e. department, or job title.
- (i) If the Employer decides a job classification is redundant or dormant, the Union shall be notified, in writing, within thirty (30) calendar days of such decision by the Job Analyst.

- 4.3 The Employer will provide the Union with organizational charts for the City on an annual basis or as required due to organizational changes.

Article 5 - DESCRIBING AND RATING A JOB

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

- (a) The incumbent and supervisor will complete a Request for Review Form and a Job Information Questionnaire for review and comment and the supervisor will submit it to the Job Analysts within the Human Resources Department in accordance with the requirements of this manual.
- (b) The Job Analyst(s) shall review the proposed job description together with the Request for Review Form and the Job Information Questionnaire. Upon the completion of the Job Analyst's review the rating of the job description, the job description shall be distributed to the incumbent(s), the supervisor and the Union

- (c) (i) If the incumbent(s) and/or the supervisor of the job disagree(s) with the rating of the job, an appeal of the rating may be lodged, within thirty (30) calendar days of the receipt of the rating, the appeal deadline will be outlined in the employee's results letter with a copy being provided to the Union. The appeal shall state, in writing, the reason(s) why the incumbent(s) and/or supervisor disagree(s) with the job rating of the job.

Any amendments to the job description can be included on the job description and returned to the Job Analyst by the appeal deadline. If no amendments are received, the job description forwarded with confirmation of the rating shall be filed as the official description in accordance with Article 2, Definitions - Job Description.

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

5.2 In the event the JJEAC unable to arrive at a decision on the appeal, the following procedure shall apply:

- (a) The Employer shall install the proposed description and rating for the job and, in accordance with Article 6 herein, the wage grade to which the job is assigned.
- (b) The Job Analyst shall provide the Union with a copy of the installed job description and rating.
- (c) The matter shall be referred to a sole Arbitrator.
- (d) All relevant job evaluation documentation shall be available for presentation as evidence at the arbitration hearing.

Article 6 - APPLYING THE JOB DESCRIPTION AND RATING

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

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

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

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

Article 7 - MAINTENANCE OF JOB DESCRIPTIONS AND RATINGS

7.1 The Job Analysts shall review and/or evaluate maintenance requests which meet the conditions defined in Article 7.2 herein.

7.2 Job maintenance requests may be submitted once annually, from the effective date of the last review. Such requests for review under the job evaluation plan may be initiated by either the incumbent or by management, and may only be made upon the following conditions being present:

- (a) A departmental restructuring plan approved by the City Manager, and/or the Council of the City of Hamilton; or,
- (b) The transfer of duties to or from another level of government; or,
- (c) Programme, policy or procedural changes directed by Council; or,
- (d) New, revised or repealed legislation which affects job content; or,
- (e) Additional duties and/or responsibilities as assigned by the employer on a regular ongoing basis

7.3 Requests for Maintenance Review must be accompanied by:

- (a) a completed Request for Review Form summarizing the changes in skill, effort, responsibility and working conditions and identifying the reasons for these changes;
- (b) a new and/or revised draft job description;
- (c) a new or revised job information questionnaire completed by the incumbent(s) and the supervisor. The incumbent(s) will be provided with a copy of all completed documentation prior to submission of the request.

7.4 Maintenance Review:

- (a) the Request for Review Form and all other material pertinent to the review shall be forwarded to the Job Analyst's Section of the Human Resources Department. A Job Analyst may contact the incumbent(s) or supervisor to ensure all relevant information has been submitted;
- (b) the Job Analyst shall notify the Union, Supervisor, incumbent(s) and the Department Head of the decision.
- (c) Articles 5 and 6 of this Manual apply to determinations made under this Article.

7.5 In order to maintain the integrity and consistency of job evaluation, the Employer may require the submission of "groups" of jobs for review at the same time. All jobs in a work unit, or similar jobs within Local 5167, may comprise a group of jobs for this purpose.

IN WITNESS WHEREOF the parties hereto have on the _____ day of _____, 2016 affixed their respective seal attested by the hands of their respective proper officers in that behalf duly authorized.

SIGNED, SEALED AND DELIVERED in the presence of:

**THE CITY OF
HAMILTON**

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES – LOCAL 5167 (Lodges)**
