

# COLLECTIVE AGREEMENT

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*BETWEEN*

THE CITY OF HAMILTON



Hamilton

*AND*

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 5167



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**JANUARY 1, 2019 – DECEMBER 31, 2022**

13061-06

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## COLLECTIVE BARGAINING AGREEMENT

This agreement reflects the tentative agreement entered into by the parties on May 10th, 2019 and ratified by C.U.P.E. Local 5167 and City of Hamilton Council on May 21, 2019 and May 22, 2019 respectively.

### BETWEEN:

THE CITY OF HAMILTON

(Hereinafter called the "Employer")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES

and its

LOCAL 5167

(Hereinafter called the "Union")

WHEREAS the parties hereto agree it is of mutual interest for operational and administrative purposes that the employment relationship between the City and Union be clarified and adjusted for the purpose of effectively defining the duties, privileges, working conditions, remuneration and other benefits respecting Local 5167 Employees of the Employer including, but without restricting the meaning hereof, all of the Employees of the Employer who are employed from time to time in the classifications set forth in Schedule "A" as may be amended from time to time and attached hereto.

The parties hereby agree, to the following terms and conditions, as replacing all collective agreements in effect or deemed to be in force as per any applicable provincial legislation, between the City and Local 5167's bargaining unit.

### **1. SCOPE**

- 1.1 The City of Hamilton agrees to recognize the Union as the bargaining agent for all employees employed by the City of Hamilton, save and except as set out in Article 1.3.

Without limiting the foregoing, the provisions of the Agreement shall apply to all employees employed 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 term of this Agreement to all employees employed in the same classifications.

- 1.2 During the term of this Agreement if the Employer establishes any additional positions or job classifications that are not specified in Schedule "A" but which positions or classifications are appropriate for inclusion in Schedule "A" then the Employer agrees,
- (a) that the said position or job classifications are to be included in and form part of Schedule "A"; and,
  - (b) that the rates for such positions or job classifications shall be established in accordance with the Job Evaluation Plan specified in the attached Appendix "A."

- 1.3 The provisions of this Agreement shall not apply to an Employee holding any of the following confidential, supervisory or excluded positions:

City Manager, General Managers, Directors, Managers, Administrative Assistant to Directors and above, Frontline Supervisors, all Employees of the City Manager's office, Human Resources Department, Legal/Law Department, Economic Development Department (as listed below), Information Technology Services Department (as listed below) and all others as are specifically excluded under the Labour Relations Act.

Economic Development Department

Convention Services Co-ordinator  
Products Development Officer-Conventions  
Products Development Officer-Tourism

Information Systems Department

Employees working in PeopleSoft  
Network Support Analysts

- 1.4 The provisions of this Agreement shall not apply to an Employee hired under Federal, Provincial, or other subsidized "make work" programs. Local 5167 Employees shall not be displaced by virtue of the hiring of such Employees for such work programs.
- 1.5 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.

- 1.6 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(s) 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 of the Revised Statutes of Ontario, 1995, as amended, and the Ontario Human Rights Code, C.19, of the Revised Statutes of Ontario, 1990, as amended, the Employer accepts the following responsibilities:

- 2.1 (a) The Employer recognizes the Union as the Exclusive Bargaining Agent for all Employees employed by the City of Hamilton, save and except as set out in Article 1.3.

Without limiting the foregoing, the provisions of the Agreement shall apply to all employees employed 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 term of this Agreement to all Employees employed in the same classifications.

- (b) The Employer agrees to recognize all Union Officers and the right of such Officers to represent the Union in its dealings with the Employer. The Union recognizes that at all times the majority of members of all committees making such representation to the Employer will be Employees of the Employer.
- (c) 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 Employees because of Union Membership.
- 2.3 The Employer agrees that during the term of this Agreement, there shall be no lockout of Employees.
- 2.4 The Employer agrees to abide by the Ontario Human Rights Code, C.19 of the Statutes of Ontario, 1990, 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 ORIENTATION

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

On the occasions that the Union-Employee meeting is held during the *New Employee Orientation* session, the Employer agrees to work with the Union to facilitate a suitable time of no less than one (1) hour to meet with new Employees. It is understood that this time slot may change from session to session depending upon the composition of the participants.

## 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. Video and audio surveillance and GPS systems shall not be used for the purpose of live-monitoring of Employee performance, unless there is reasonable cause to do so.

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). The Employer shall not access Employee email and/or personal phone conversations without express authorization in writing from the appropriate Senior Management team member, in consultation with the Director of Employee Health & Labour Relations (or designate). Review of card-reader records will be done in consultation with Labour Relations.

### **3. UNION RESPONSIBILITY**

In accordance with the Labour Relations Act, 1995 of the Revised Statutes of Ontario, 1995, as amended, and the Ontario Human Rights Code, C.19, of the Revised Statutes of Ontario, 1990, as amended, the Union accepts the following responsibilities:

- 3.1 The Union agrees that it will not intimidate or coerce Employees into membership in the Union.
- 3.2 The Union agrees that membership solicitation and other union activity not pertaining to this Agreement, will not take place during working hours or on the premises of the Employer or on any work project the Employer may be engaged in.
- 3.3 The Union agrees that during the term of this Agreement, there shall be no strike, suspension or slow down of work, picketing or any other interference with the operation of the Employer's business, and to this end the Union will take affirmative action to prevent an Employee from engaging in any such activity.
- 3.4 The Union agrees to abide by the Ontario Human Rights Code, C.19, of the Revised Statutes of Ontario, 1990, 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,

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. EMPLOYEE RESPONSIBILITY**

- 4.1 The Employee shall notify the Human Resources Department, their immediate Supervisor and the Union in writing or electronic notification, of any change in their personal contact information, including mailing address, phone number and email (if the employee chooses to provide their email address), within one (1) week of any such change.

The Employee shall notify the Human Resources Department in writing or electronic notification, of any change in their dependent status, within one (1) week of any such change.

The Employee or the Union shall save the Employer harmless in any action resulting from the Employee not making the required changes in records as noted above. All Employees shall be required to make the necessary arrangements to receive their pay by direct deposit.

#### **5. HOURS OF WORK.**

##### **FULL-TIME HOURS OF WORK**

- 5.1 The standard daily hours for each classification shall be as specified in Schedule "A", and;
  - (a) a lunch period of one (1) hour unpaid, is to be arranged and allowed by the Employee's Department Head in accordance with the needs of the Department by mutual agreement between the parties, this lunch break may be altered, and
  - (b) each Employee is to be allowed a fifteen (15) minute rest period in the first half and in the second half of such scheduled hours of work or of each shift, whichever is the case, and

- (c) the hours of work may be arranged to accommodate the "flex-time" policies of the Employer; such arrangements to be subject to the approval of the Department Head or designate. This may include altered start and stop times where it is deemed by the Employer to be operationally feasible.

It is further understood that the standard hours for specific classifications or groups within a classification may be altered by mutual agreement of the parties to address specific operational considerations that may arise.

- 5.2 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.
- 5.3 In order that Employees will have as much advance notice as possible, schedules for those Employees working altered hours, as described in article 5.1 will be posted no less than thirty (30) calendar days in advance. This however, will be done on the understanding that adjustments to the schedule may be required as a result of absence of Employees or matters beyond control of the Employer.
- 5.4 The standard working days shall be five (5), Monday to Friday inclusive, with the exception that Employees assigned to shift work and trouble calls will be required to work on any regularly assigned consecutive five (5) day period in any weekly period of seven (7) days. Employees may be excluded from this provision by mutual consent. The parties agree that there shall be no scheduling of split shifts.
- 5.5 An Employee who reports for work on a scheduled working day and who has not been previously notified not to report shall be guaranteed a minimum of four (4) hours work or pay.
- 5.6 For Employees who work on a regularly scheduled shift basis, the Employer shall post such schedule thirty (30) calendar days in advance. The schedule shall not be changed without advising the Executive Administrator of the Union, in which case ten (10) calendar days notice must be given to the affected Employee and the Executive Administrator of the Union. The foregoing shall not apply when the change of shift is caused by the absence of Employees or matters beyond the control of the Employer in which case the Executive Administrator of the Union will be notified of these matters.

## PART-TIME HOURS OF WORK

- 5.7 The normal average hours of work for Part Time Employees covered by this Agreement shall be twenty-four (24) hours per week or less per fifty-two (52) week period. However, this shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked.
- 5.8 The Employer shall post work schedules at least fourteen (14) calendar days prior to the workweek. Should changes become necessary, the Employer will give the Employee notice of such changes of not less than four (4) calendar days. The foregoing shall not apply when the change of shift is caused by the absence of Employees or matters beyond the control of the Employer in which case the Executive Administrator of the Union will be notified of these matters. Where the schedule is changed after it has been posted, the Employer shall not schedule an Employee to work a new or altered shift if they are currently scheduled to work in another City of Hamilton position within the same shift period without making all reasonable efforts to resolve conflicts through consultation with the affected Employee(s) and Supervisor(s). Where conflicts cannot be resolved, the first scheduled shift will be deemed to have precedence and any conflicting shifts will be deemed non-required.
- 5.9
- a) There shall be a minimum schedule of four (4) working hours per day. Those employees in the Lifeguard, Instructor Guard, Duty Guard, Recreation Assistant, Part-time Receptionist (in recreation) classifications and Part-time Arena operators attending training sessions shall have a minimum schedule of two (2) working hours per day.
  - b) Notwithstanding (a) above, scheduling for replacement coverage for Employees attending grievance meetings, testing, interviews, shall be a minimum of two (2) working hours per day, but no Employee will be required to work such replacement shift.
- 5.10 Employees required to open or close a building will be allowed fifteen (15) minutes at the commencement and end of shift to do so.
- 5.11 An Employee who reports for work on a scheduled working day and who has not been previously notified not to report to work shall be guaranteed a minimum of four (4) hours work or pay for those scheduled four (4) or more hours, or a minimum of those hours scheduled in accordance with hours identified in Article 5.9.

## INCLEMENT WEATHER

5.12 The Employer will, where operationally feasible, provide inside work in periods of inclement weather during periods Employees would normally be scheduled to work. In the event any Employee(s) cannot be accommodated as per above, preference to remain or leave the workplace will be given in seniority order, subject to the following:

- (a) the Employee has completed their probationary period, and
- (b) the Employee is normally employed on a year round basis.

5.13 Each Employee who reports to work but for reasons of inclement weather, is unable to perform all or any of the day's work will be paid for those hours in attendance at work. In the event that the employee is sent home, they shall be a paid a minimum of four (4) hours unless their scheduled shift is less than four (4) hours by reason of Article 5.9 in which case they shall be paid the minimum so prescribed. Inclement weather shall be defined as severe or harsh environmental conditions that can include: extreme heat or cold, snowstorms, ice storms, hurricanes, tornados, flooding or any unforeseen act of nature.

5.14 The Employer may need to adjust staffing requirements during a shift due to inclement weather conditions. To accomplish this, the following procedure is to be followed:

The immediate supervisor (who may have had the matter drawn to their attention by the Lead Hand) shall, upon concluding that inclement weather exists in their work area, will contact the Supervisor who will in turn review the conditions with the Director or designate. Once a staffing decision is made it shall be applied uniformly as other immediate supervisors call in to advise of conditions in their particular areas.

It is to be noted that weather or other conditions prevailing in one part of the City are not necessarily identical to those prevailing in another, making it possible that work can continue in some areas and not others. All relevant factors will be taken into consideration by the managerial staff responsible for the work in question, as the case may be.

The immediate supervisor will then advise the employees under their supervision of their decision, and employees will also be notified to either:

- (a) continue with the present work if completion is urgent or essential in order to restore service or to make work locations safe for vehicular or pedestrian traffic, or

- (b) make work locations safe and discontinue operations.

Where an instruction from an immediate supervisor has been given to close down an operation during the first four hour period of any work day, employees so instructed will be reassigned to other work or be returned to the appropriate reporting location until the expiry of the four hour period.

Where an instruction from an immediate supervisor to close down because of weather conditions becomes necessary in the afternoon of any work day, the work area will be made safe and secure before the job site is vacated for the remainder of the day.

- 5.15 In the event that weather conditions should change, the Employer will endeavour to recall Employees sent home under Section 5.13 of this Article, but the four (4) hour minimum shall not be duplicated in the same day.

#### 5.16 WEATHER AND ENVIRONMENTAL CONDITIONS

The Employer agrees where possible during periods of poor air quality as deemed by the Federal or Provincial Ministry and communicated through the Medical Officer of Health or designate for the City of Hamilton; extreme cold or extreme condition of heat that the Employer shall make reasonable effort to provide relief periods in appropriate environments.

### 6. OVERTIME / CALL OUT / STAND BY

- 6.1 (i) For all authorized overtime designated by the Employer, the Employee shall be paid:
  - (a) time and one half (1 1/2x) for the first four hours of work, and,
  - (b) double time (2x) for all hours in excess of (a) above.
- (ii) 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 ½) hours in a day or those hours in excess of an Employee(s) regularly scheduled hours, whichever is greater. Further, overtime at the rates prescribed above will be paid on any hours over forty (40) in one week.

- 6.2 All authorized overtime worked in excess of the normal work week performed on Saturday by those Employees who normally work on a Monday to Friday schedule shall be paid time and one half (1 1/2x) for the first twelve (12) consecutive hours. Double-time shall be paid for all work performed in excess of twelve (12) continuous hours. Unpaid meal periods shall not be considered as part of "continuous hours worked".
- 6.3 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 (2X) for all such hours worked.
- 6.4 An Employee, who is normally employed on a seven day shift schedule shall have their first day off designated as Saturday and their second day off designated as Sunday. The Employee shall be paid in accordance with Articles 6.2 and 6.3. The Employee shall be paid double time (2x) for any shift worked on their second day off even if they have not been called into work on their first scheduled day off.
- 6.5 Every Employee shall have the right to bank overtime to a maximum balance of forty (40) hours of lieu time. Such time will be available for the Employees use to compensate unpaid leave. This lieu time shall be granted at a time mutually agreed upon by the Employee and the Department Head or designate taking into account the operational requirement of the section in which the Employee works. All lieu time utilized or paid out shall be at the Employee's current rate.

An Employee may have the option of banking lieu time in excess of the forty (40) hour maximum balance noted above where the Department Director or designate deems it does not interfere with the operational requirements of the department. Unless otherwise requested in writing by the Employee that a full or partial payment be issued elsewhere throughout the year, unused banked lieu time on record in payroll as of the last pay in November, will be paid out by December 31<sup>st</sup> annually unless written approval has been provided to carry lieu time over. On mutual agreement up to forty (40) hours lieu may be carried over. Hours accrued from December 1 to December 31, may be carried over and will be counted towards the maximum for the following year.

- 6.6 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 two (2) hours beyond their normal work day and/or shift.



- 6.7 (a) Employees who are required to work a minimum of two (2) hours of overtime or more prior to or following their regularly scheduled hours shall receive a meal allowance of nine dollars (\$9.00), and shall be eligible for a meal period at a time mutually agreed between the employee and their immediate supervisor. In the event overtime continues such Employee shall become eligible for further meal periods at intervals of four consecutive hours following the completion of the previous meal period. On weekends and holidays a meal allowance will be paid after eight (8) hours worked.
- (b) Part-Time employees who are required to work a minimum of two (2) hours or more beyond their daily schedule shall receive a meal allowance in the amount of nine dollars (\$9.00). A thirty (30) minute unpaid meal break shall be granted when requested by the Employee.

6.8 An Employee

- (a) who is sent home at any time or times during the week because of lack of work or inclement weather, or;
- (b) who is absent during the week because of illness, or accident, or vacation, or;
- (c) who is absent from their regular duties on approved leave of absence while attending to Union business either within or without the Collective Agreement,

shall be treated for the purpose of calculating overtime in respect of their normal work week, as if they had worked their standard hours of work on such day or days and shall be paid for all hours of work performed by them in excess of their normal work week at overtime rates specified in this Article.

6.9 Overtime Restrictions

Other than those Employees covered by article 7.11, Employees are not eligible for overtime that occurs on the day of, or any day following, an absence from work. Employees will remain ineligible until they have commenced work on their next regularly scheduled shift. Notwithstanding the foregoing, Employees that have taken time off work that is compensated by their lieu bank, or doctor appointments as per Appendix C Article 4 (d) shall be considered at work for the purposes of this clause except that they are ineligible from claiming overtime for the same hours so taken in lieu, and those hours that arise as a result of Article 6.16 (a) (Continuation of the Workday).

An Employee who is absent on their last scheduled day resulting from approved Union business will be eligible for overtime occurring but excluding those hours that arise as a result of Article 6.16 (a). Such Employees shall be required to contact their Immediate Supervisor within the first two (2) hours of their regular shift to confirm their availability and to receive confirmation of the scheduling of overtime.

Provisions will be made for an Employee to indicate, in writing, at the end of their shift that they are not available for overtime.

- 6.10 No premium pay shall be paid for regularly scheduled working hours except in emergency situations where an Employee works beyond twenty-four (24) continuous hours; in this event, pay shall continue at two (2) times the standard rate per hour as set forth in Schedule "A" of this Agreement until the Employee has been off duty for a period of not less than eight (8) hours between shifts.

If, in an emergency situation, an Employee remains at a designated work location at the Employer's direction for a rest period prior to returning to active duty, they shall be paid straight time for the rest period. When they return to work duties, overtime shall re-commence as if there had been no break in work.

- 6.11 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 day shall be deemed to have worked their regular shift on any such day for the purpose of computing their normal workweek.
- 6.12 Overtime shall be paid on the basis of the Employee's current hourly rate and shall not include shift premiums or other premiums except those identified in Article 20.
- 6.13 Overtime rates shall not be compounded.
- 6.14 Overtime compensation shall apply to such hours of work in excess of an Employees regular hours per day providing the additional hours are not the result of an Employee initiated shift change.
- 6.15 If an Employee declines overtime it shall not prejudice their next opportunity for overtime, nor shall it be used in any assessment of the Employee's performance.
- 6.16 For all Employees, overtime shall be defined as either continuation of the workday, scheduled overtime or call-out.

(a) Continuation of the Workday

- (i) Continuation of the workday shall be defined as work being performed by an Employee on their scheduled shift that needs to be completed beyond the conclusion of that same shift. Overtime work that is a continuation of the workday shall be performed by the Employee or Employees performing the work at that time, on their scheduled shift.
- (ii) Where new work is identified prior to two (2) hours before the conclusion of a normal shift and must be completed on overtime, every reasonable effort shall be made to utilize seniority within the classification.

(b) Scheduled Overtime

- (i) Scheduled Overtime shall be defined as assignments that are authorized and performed in excess of regularly scheduled hours and or shifts and will be made with advance notice. The Employer shall ask for volunteers and will schedule the work in accordance with Article 6.16 (d) (i) through (xi).
- (ii) Where the Employer requires more Employees than those who have volunteered, where reasonably practical, the most junior Employees within the classification will be required to work the overtime.
- (iii) If a scheduled overtime shift, created as a result of (ii) above is cancelled with less than twelve (12) hours' notice, the Employee will be paid four (4) hours at the appropriate overtime rate.

(c) Call-Out Overtime

Call-out overtime is defined as any situation requiring an Employee to be called out to work by an authorized official of the Employer to do work for the Employer outside regular working hours and as a situation where an employee has left his/her place of work and is subsequently called back to work prior to the starting time of his/her next shift. An Employee called out to perform work shall be paid at the applicable overtime rate and shall be guaranteed four (4) hours of work.

For further clarification, payment of call-out overtime shall commence upon the Employee's acceptance of said call and given that the Employee responds in a reasonable timeframe.

(d) Overtime Allocation Procedure

In the event that Employees are required to be called out to perform overtime work, Employees shall be called out as per Article 6.16 (d) (i) through (xi).

For clarity the following procedure will be followed to obtain the appropriate Employees to perform the work for call out overtime, scheduled overtime, and in instances where it is necessary to replace Employees working continuation of the workday overtime. Employees may provide one (1) phone number to their supervisor for Call-out overtime purposes.

For further clarity, it is agreed that should a call-out take place during working hours that the Employer will attempt to contact Employees through regular forms of workplace communication before using the number provided above.

- (i) In all reporting locations, the overtime work shall be offered in seniority order to the appropriately classified employees from the section / team / case / in the reporting location.
- (ii) In the event that an insufficient number of Employees are obtained through the application of the above, the work shall be offered in seniority order to the appropriately qualified Employees from the section / team / case / in the reporting location.
- (iii) On a call-out where the existing workforce at the reporting location has been exhausted, the Employer agrees to call in those Employees on vacation first in the classification, and then those qualified, at the reporting location that have previously indicated in writing a desire to be called.
- (iv) In the event that an insufficient number of Employees are obtained through the application of the above, work shall be offered in seniority order to the appropriately classified Employees from the section within the District (as applicable).
- (v) In the event that an insufficient number of Employees are obtained through the application of the above, the work shall be offered in seniority order to the appropriately qualified Employees from the section within the District (as applicable).

- (vi) In the event that an insufficient number of Employees are obtained through the application of the above, work shall be offered in seniority order to the appropriately classified Employees from the section / team / case.
- (vii) In the event that an insufficient number of Employees are obtained through the application of the above, the work shall be offered in seniority order to the appropriately qualified Employees from the section / team / case.
- (viii) In the event that an insufficient number of Employees are obtained through the application of the above, the work shall be offered in seniority order to the appropriately classified Employees of the Division
- (ix) In the event that an insufficient number of Employees are obtained through the application of the above, the work shall be offered in seniority order to the appropriately qualified Employees of the Division
- (x) In the event that an insufficient number of Employees are obtained through the application of the above, the work shall be offered in seniority order to the appropriately classified Employees from the Department
- (xi) In the event that an insufficient number of Employees are obtained through the application of the above, the work shall be offered in seniority order to the appropriately qualified Employees from the Department.

6.17 Overtime compensation shall not apply to such hours of work where they result from employee initiated shift changes.

6.18 STAND-BY

- (a) Stand-by that is periodically scheduled shall be offered to Employees in seniority order in the classification required by the Employer in the reporting location at the time the work is available.
- (b) Where stand-by Duty is regularly scheduled, it shall be scheduled annually and posted every three (3) months. Stand-by shall be distributed as equitably as possible among employees by classification in the reporting location. If an Employee refuses or relinquishes stand-by duty, those hours shall be charged against them for the purpose of calculating the equitable distribution of stand-by.

Where an Employee leaves a position where standby is scheduled, any stand-by assigned to that Employee for the remainder of the posted schedule will be distributed by seniority. At the next posting, the schedule will be adjusted to provide for equitable distribution, including any new Employees.

- (c)
  - (i) Stand-by duty commences at the regular quitting time of one (1) working day and terminates at the regular starting time of the following day.
  - (ii) Stand-by duty on weekends commences at the quitting time on the last regular working day prior to a weekend and terminates at the regular starting time of the next regular working day.
  - (iii) An Employee who is scheduled for stand-by duty shall be entitled to receive three (3) hours of pay at their standard hourly rate for each weekday night so scheduled and shall be entitled to six (6) hours of pay at their standard hourly rate for each scheduled day off and each Statutory and Proclaimed holiday.
- (d) Without restricting the meaning of this Article, stand-by duty shall be scheduled and assigned as follows:
  - (i) Employees shall be deemed authorized to perform stand-by duty only when furnished with a prior posted stand-by schedule by their immediate Supervisor or designate
  - (ii) An Employee who is confirmed on the stand-by schedule and who is called to perform stand-by duties and who does not report, shall not be paid the stand-by rates. Vacancies on the Stand-by schedule will be offered in Seniority order. Vacancies that require filling will be filled by reverse seniority.
- (e) It is expressly understood that those Employees who are placed on stand-by duty shall be the first to be called in, in seniority order by classification, by reporting location to perform any overtime work for which they are on the posted stand-by schedule to perform that arises during the period of time that they are on stand-by.
- (f) All Employees designated by the Employer to be on stand-by duty who are called in to perform duties will be paid a minimum of one (1) hour for each call and paid in accordance with the following:

- (i) Monday to Saturday - one and one half (1 ½) times the standard rate of pay
  - (ii) Sunday, Statutory or Proclaimed Holidays in accordance with Article 9 shall be paid at two (2) times the standard rate of pay.
- (g) The Employer, at its sole discretion, may authorize Employees to attempt resolution of an emergency without having to physically attend a work location. A minimum of one (1) hour at the Employee's regular rate of pay will be paid for each call. Further calls received will not trigger payment unless said call(s) occur at least one (1) hour after completion of the preceding call. Double time the standard rate of pay will be paid on any single call after four (4) hours worked on a Statutory or Proclaimed Holiday.

**7. ANNUAL VACATIONS**

- 7.1 (a) The following applies to Employees hired prior to January 1, 2015:
- (i) 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>
1 year	2 weeks and 2 days and thereafter
2 years	3 weeks and 2 days and thereafter
6 years	4 weeks and 2 days and thereafter
9 years	4 weeks and 4 days and thereafter
13 years	5 weeks and 2 days and thereafter
16 years	5 weeks and 3 days and thereafter
18 years	5 weeks and 4 days and thereafter
19 years	6 weeks and thereafter
20 years	6 weeks and 1 day and thereafter
23 years	6 weeks and 2 days and thereafter
26 years	7 weeks and 2 days and thereafter
30 years	8 weeks and thereafter

- (ii) Part-time Employees shall be paid their vacation entitlement on a bi-weekly basis at the % rate of earnings as outlined below.

<u>Vacation Qualification</u>	<u>% Vacation Pay</u>
33696 or more hours worked	14.0%
29952 to 33695 hours worked	12.0%
26208 to 29951 hours worked	11.6%
24960 to 26207 hours worked	11.2%
23712 to 24959 hours worked	10.8%
22464 to 23711 hours worked	10.4%
18720 to 22463 hours worked	10.0%
8736 to 18719 hours worked	8.0%
3744 to 8735 hours worked	6.0%
Up to 3743 hours worked	4.0%

Notwithstanding the above noted entitlement no Part-time Employee shall receive a lesser % vacation entitlement than the % entitlement they enjoyed at December 31, 2003.

- (iii) Notwithstanding the schedule of vacation leave noted in Article 7.1 (a), 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 as per Article 8.

- (b) The following applies to Employees hired on or after January 1, 2015:

- (i) An Employee shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to their aggregate credited service as follows:

The vacation year is a calendar year which means that vacation is accrued and administered from January 1<sup>st</sup> to December 31<sup>st</sup>. Vacation with pay as shown in Column II during the calendar year in which an 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>
0-1 year	1 day per full month of service to a maximum of 12 days
1 year	2 weeks and 2 days and thereafter
2 years	3 weeks and 2 days and thereafter
6 years	4 weeks and 2 days and thereafter
9 years	4 weeks and 4 days and thereafter
13 years	5 weeks and 2 days and thereafter
16 years	5 weeks and 3 days and thereafter
18 years	5 weeks and 4 days and thereafter
19 years	6 weeks and thereafter
20 years	6 weeks and 1 day and thereafter
23 years	6 weeks and 2 days and thereafter
26 years	7 weeks and 2 days and thereafter
30 years	8 weeks and thereafter

- (ii) Part-time Employees shall be paid their vacation entitlement on a bi-weekly basis at the % rate of earnings as outlined below.

<u>Vacation Qualification</u>	<u>% Vacation Pay</u>
33696 or more hours worked	14.0%
29952 to 33695 hours worked	12.0%
26208 to 29951 hours worked	11.6%
24960 to 26207 hours worked	11.2%
23712 to 24959 hours worked	10.8%
22464 to 23711 hours worked	10.4%
18720 to 22463 hours worked	10.0%
8736 to 18719 hours worked	8.0%
3744 to 8735 hours worked	6.0%
Up to 3743 hours worked	4.0%

Notwithstanding the above noted entitlement no Part-time Employee shall receive a lesser % vacation entitlement than the % entitlement they enjoyed at December 31, 2003.

- (iii) Notwithstanding the schedule of vacation leave noted in Article 7.1 (b), an Employee, who has been granted and taken vacation leave and terminates their employment with the Employer before December 31<sup>st</sup>, shall have the unearned portion of vacation leave deducted from their termination pay as per Article 8.

- 7.2 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 premiums, overtime, or other increments.
- 7.3 Pay for a week's vacation with pay for hourly paid Employees shall be the basic hours worked per week multiplied by the Employee's standard rate per hour on a weekly basis, but shall not include any shift premium, overtime, or other increments.
- 7.4 Pay for a week's vacation with pay for salaried Employees shall be the Employee's basic salary per week on a weekly basis but shall not include any shift premium, overtime, or other increments.
- 7.5 The vacation period shall commence from and include January 1st and continue to and include December 31st of the same year. All Employees are expected and encouraged to take their vacation during the current year. However, it is understood that special circumstances may develop which would make it desirable for an Employee to carry over up to one year's vacation entitlement to the immediately following year. Requests to carry over vacation must be submitted in writing no later than September 1st in any year and will be subject to the approval of the Department Head concerned.

Notwithstanding the foregoing, it is understood that an Employee, upon exhausting their Short Term Disability benefits, may exercise their option of utilizing any vacation entitlement, lieu bank and/or unused sick bank currently standing to their credit, before being placed on Long Term Disability.

- 7.6 When a Statutory Holiday falls on a day of the scheduled vacation, an Employee shall be entitled to an additional day of vacation. The additional day or days to be granted at a time that shall not interfere with the efficient operation of the Employer's business or disrupt the vacation period as scheduled for other Employees.
- 7.7 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 reporting location, or team, or section as applicable provided that the efficiency of operations of the Employer is not unduly interrupted thereby.

Vacation requests for the next calendar year shall be submitted by October 15<sup>th</sup> of the preceding calendar year. Employees may submit vacation requests at a later date, but it is understood that they cannot displace the vacation scheduled by a junior Employee and the request will be subject to operational requirements at the time of submission.

The Employer shall post the next calendar year's vacation allotment no later than November 15<sup>th</sup>. Vacation time that becomes available after November 15<sup>th</sup> shall be offered to Employees in seniority order within the reporting location, team or section as applicable.

An Employee may utilize up to seven (7) days' vacation entitlement, one day at a time, subject to the operational requirements of the individual department. The number of days to be utilized in this fashion may be extended by mutual consent.

This decision will not be made in an arbitrary manner.

7.8 Where an Employee who is entitled to Short Term Disability benefits is on vacation and is,

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

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

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

7.9 Where an Employee is on vacation and is entitled to bereavement leave under the terms of Article 11.2, 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.

7.10 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), bereavement, jury duty, accident while on duty, maternity/parental/adoptive leave or leave of absence for Union business. All other periods of absence, other than those noted above, will reduce an Employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year.

7.11 Overtime – Scheduled Vacation

An Employee’s scheduled vacation commences at the conclusion of their last hours worked and ends at the commencement of their next regular shift subject to the restrictions as set out in Article 6.9. Based on the foregoing, it is understood that Employee eligibility for overtime opportunities continues up to the point vacation starts and resumes immediately after the Employee’s vacation concludes. Employee’s who wish to be eligible for overtime during their vacation period must provide written notice to their immediate supervisor or designate prior to the start of the vacation period, and will be called out in accordance with Article 6.16 (d) (iii).

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

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

<u>Vacation Qualification</u>	<u>Vacation Pay</u>
8 weeks	16 %
7 weeks and 2 days	14.8 %
6 weeks and 2 days	12.8%
6 weeks and 1 day	12.4%
6 weeks	12.0%
5 weeks and 4 days	11.6%
5 weeks and 3 days	11.2%
5 weeks and 2 days	10.8%
4 weeks and 4 days	9.6%
4 weeks and 2 days	8.8%
3 weeks and 2 days	6.8%
2 weeks and 2 days	4.8%

8.2 Separation vacation entitlements, as set out in Column II, shall be calculated on the basis of the following, subject to clause 7.1 (a) (iii) and 7.1 (b) (iii):

- (a) Vacation pay on separation for Employees hired after January 1, 2015, shall be the relevant percentage for the period between January 1<sup>st</sup> of the separation year and the date the Employee actually separates from employment with the Employer. Any vacation that an employee has taken, but not earned, prior to separation, will be recovered on the final pay cheque;
- (b) Vacation pay on separation for Employees hired between January 1, 1980 and January 1, 2015, shall be the relevant percentage for the period between the Employee's last anniversary date when the Employee commenced work and the date the Employee actually separates from employment with the Employer;
- (c) Vacation pay on separation for Employees employed before January 1, 1980 shall be the sum of:
  - (i) the full vacation entitlement for the year preceding 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.

8.3 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.

8.4 Should death occur to an Employee, any unpaid vacation pay will be paid to the estate of the deceased Employee.

8.5 All vacation entitlements in the retiring year may be converted to days and be taken prior to date of retirement at the option of the Employee. Such vacation entitlements shall be taken in week blocks where possible.

## **9. STATUTORY HOLIDAYS**

- 9.1 (a) The Parties agree to the following Statutory Holidays with pay for Employees:

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

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.

- (b) For Part Time employees, the parties agree to the following Statutory Holidays:

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

- 9.2 (a) (i) Employees who are required to work on a Statutory Holiday as designated in Section 9.1(a), shall in addition to the remuneration as outlined in Section 9.1(a), be paid two (2) times their standard rate of pay with a guaranteed minimum of four (4) hours, unless their scheduled shift is less than four (4) hours by reason of Article 5.9 in which case they shall be paid the minimum so prescribed.

At the Employee's request, subject to the discretion of the Employer, Employees may be granted lieu time off at the rate of double (2) time.

- (ii) Such shifts will be assigned to those employees from the section/team/case in the reporting location, who normally work on the day of the week that the Statutory Holiday occurs.
- (iii) Where fewer than normal numbers of employees are needed to work on a Statutory Holiday, available shifts will be offered to the employees identified in Article (ii) above in accordance with the allocation procedure laid out in Article 6.16 (d). Notwithstanding the foregoing, it is agreed that Employees assigned to the After Hours shift in the Transportation, Operations and Maintenance Division will be offered the opportunities in the Roadway maintenance Section first..
- (iv) In the event that an insufficient number of employees are obtained through the application of (iii) above, work shall be assigned in ascending order of seniority, within the section/team/case in the reporting location.

- (b) (i) Part Time Employees who are required to work on a Statutory Holiday as designated in Section 9.1(b) shall be

paid at the rate of three (3) times their standard rate of pay for all hours worked. Said Statutory holidays shall be the actual day as described in any Federal or Provincial Statutes which govern the day on which a Statutory or Proclaimed Holiday must fall. The aforesaid three (3) times pay includes the regular hourly rate for hours worked.

- (ii) Such shifts will be assigned to those employees from the section/team/case in the reporting location, who normally work on the day of the week that the Statutory Holiday occurs.
- (iii) Where fewer than normal numbers of employees are needed to work on a Statutory Holiday, available shifts will be offered to the employees identified in Article (ii) above in descending order of seniority.
- (iv) In the event that an insufficient number of employees are obtained through the application of (iii) above, work shall be assigned in ascending order of seniority, within the section/team/case in the reporting location.

9.3 An Employee required to perform work on a seven (7) day week shift basis shall be entitled to payment for any designated Statutory or Proclaimed Holiday, as outlined above in Article 9.1 (a) and (b), 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 Statutory or Proclaimed Holiday but only on the actual day on which the Statutory or Proclaimed Holiday falls. The "actual day" for purposes of this Clause shall conform to any Federal or Provincial Statutes, which govern the day on which a Statutory or Proclaimed Holiday must fall.

Subject to operational considerations an Employee may have the option of a day off with pay granted in lieu of a day's pay provided the Employee gives written notification to the Department Head or designate fourteen (14) calendar days, in advance of such day. Where the option of a day off with pay is requested, such day must be arranged by mutual agreement.

- 9.4 Employees, including Part Time employees, shall not be paid for any Statutory Holiday:
- (a) if they do not work on such Holiday without good cause when they have been scheduled to do so, or
  - (b) if they have been absent without good cause on the scheduled working day immediately preceding or succeeding such Holiday, or

- (c) the Employer shall determine whether there has been good cause for such absence, subject to the limitation that Holiday pay shall not be unreasonably withheld.

9.5 A part-time employee who does not work a Statutory Holiday as outlined in Article 9.1(b) but met the criteria as outlined in Article 9.4 and whose hours of work differ from day to day shall be paid equal to the total amount of regular wages earned and vacation pay payable to the Employee in the four work weeks before the work week in which the public holiday occurred, divided by 20.

## **10. SICK LEAVE, PENSION AND GROUP MEDICAL AND HOSPITALIZATION PLANS**

### **BENEFIT PLANS**

- 10.1 The benefits provided hereunder shall continue for the life of this Agreement.
- 10.2 The Employer shall pay the full cost of the premiums of all benefits provided hereunder.
- 10.3 On completion of the probationary period an Employee shall be entitled to the following benefits:
  - (a) Group Life Insurance, as per the attached Appendix "D". The detailed terms and conditions of your group life benefits are described in the Contract held by the Employer with the Insurance Carrier.
  - (b) Extended Medical Plan, as per the attached Appendix "E". The detailed terms and conditions of your extended health benefits are described in the Contract held by the Employer with the Insurance Carrier.
  - (c) Dental Care Plan under the terms of the current Ontario Dental Association (O.D.A.) fee schedule. The detailed terms and conditions of your extended health benefits are described in the Contract held by the Employer with the Insurance Carrier.
  - (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 purposes 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 "C".
- (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 in order for the Employee to attend work and the Employee refuses the immunization or its substitute, they may be placed on unpaid leave with no loss of seniority. In this event the Employer agrees to take reasonable steps to accommodate workers through alternate work arrangements.
- (h) Accidental Death and Dismemberment (A.D. & D.) as per the attached Appendix "D". The detailed terms and conditions of your A.D.&D. benefits are described in the contract held by the Employer with the Insurance Carrier. 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).

10.4 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 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 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.
- 10.5 (a) The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to change.
- (b) Extended Health and Dental Plans shall be administered to ensure that Employees will not suffer any overall reduction in benefit value and coverage.
- 10.6 All Employees shall be enrolled in the Ontario Health Insurance Plan (O.H.I.P.) as per the regulations.

- 10.7 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 contribution.
- 10.8 The Union agrees that the Employer may allocate the Employment Insurance Premium Rebate received for each Employee towards the annual cost of benefit plans.
- 10.9 In order to qualify for short-term disability benefits, Employees must comply with the income protection plan in Appendix C and provide a fully completed short-term disability claim form, attached hereto as Appendix "C1", or doctor's note as applicable.
- 10.10 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 repayment 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) the 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.

- 10.11 A former Employee who:
- (a) was enrolled in Extended Health Care, dental Care and Life Insurance coverage immediately preceding retirement; and
  - (b) retired from the Employer between the ages of 55 and 65 and is in receipt of an 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
- (ii) Dental Care
- (iii) Vision Plan
- (iv) Life Insurance in the amount of 2x 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.

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

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

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

- 10.14 (a) Any dispute over the payment of benefits shall be adjudicated between the Employee and the Insurance Company.
- (b) The Employer will use its best efforts to assist the Employee in dealing with the Insurance Company and agrees to provide all documentation and consultation when requested by the Employee or by the Employee and Union.
- (c) The Employer agrees to provide that the Employee and a Union representative, if the Employee so chooses, may deal directly with the Insurance Company regarding any dispute over payment of benefits.
- (d) The Employer agrees to provide the Union with copies of all relevant Insurance policies.

#### 10.15 BENEFIT SUMMARY

The Employer agrees to make available to each Employee in the bargaining unit of Local 5167 a current copy of the Benefit Summary. The Employer further agrees to provide a copy of the Master Plan, specific to this bargaining unit, to CUPE Local 5167 Executive, as soon as possible following ratification with updates as necessary thereafter.

#### 10.16 JOINT BENEFITS COMMITTEE

In order to achieve benefit cost reductions, or at a minimum, cost containment, the parties agree to establish and aggressively participate in a Joint Benefits Committee. The parties agree that the Joint Benefits Committee shall explore all potential options or changes that could generate cost reductions to the Benefit Plans with the following order of priorities:

- (a) Options or changes that can be achieved to increase existing benefit entitlements while reducing costs.
- (b) Options or changes that can be achieved without eroding the existing benefit entitlements while maintaining costs.
- (c) Options or changes that can be achieved through trade-offs without eroding the overall value of the existing benefit entitlements.

The Joint committee will review all aspects of the Benefit plans and the administration of the plans. To achieve a transparent and complete review the Employer will provide full disclosure to the Union with respect to all plan particulars related to CUPE Local 5167 plan members, including contracts, costs associated with premiums, administration fees and the composition of the plan participants to the extent possible, as limited by issues of confidentiality. Further, any pre-approved costs associated with the production of such information shall be shared equally between the parties. It is understood and agreed that certain aspects of this review process may involve access to confidential information and that committee members must respect and maintain that confidentiality.

To ensure that the parties are motivated and fully committed to achieving real cost reductions it is agreed that all of the cost savings generated will be divided as follows:

- 50% of the achieved savings will revert to the City.
- 50% of the achieved savings will be reinvested, as determined by the Union to improve the benefit plan coverage/entitlement to the benefit of Employees.

Where the participation of additional City of Hamilton Employee bargaining units or workgroups could be beneficial to reducing costs such participation will be encouraged and welcomed provided the individual autonomy of the participating groups is respected and the decisions made by one or more of the participating groups does not prejudice or bind any other Employee group.

In addition to the foregoing the parties agree the above noted committee shall also review the current income protection plans (STD and LTD) for the purpose of identifying potential options that would benefit the parties.

#### 10.17 SICK LEAVE, PENSION AND GROUP MEDICAL AND HOSPITALIZATION PLANS FOR PART-TIME EMPLOYEES

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.

However, a Part Time employee who works the equivalent number of full time hours in a classification as specified in Schedule "A" for a period of twenty-six (26) continuous weeks shall be eligible to receive benefits so long as he/she continues to work the equivalent number of full time hours. Employees working less than the equivalent number of full time hours a week shall receive the aforementioned twelve (12%) percent in lieu of benefits.

- 10.18 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 (6%) six percent in lieu of benefits rather than the twelve (12%) percent noted in article 10.17.

It is further understood that, subject to current pension regulations, OMERS contributions and/or pay in lieu of pension contributions shall cease when the employee attains the age of sixty-nine (69).

## **11. LEAVE OF ABSENCE**

- 11.1 Employees requesting time off for the purpose of attending Labour Conventions or other Union business not connected with this Agreement, shall be granted such time off without pay subject to the following conditions:
- (a) number of Employees not to exceed fourteen (14) for each period of leave, and
  - (b) maximum days not to exceed forty (40) days per employee in any calendar year, it is understood that an Employee elected or appointed into a position of the Provincial or National Union that is not a full-time leave of absence under article 11.10 is not subject to this maximum. The Union will identify to the Employer where leaves are not subject to the maximum, and
  - (c) 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.

- (d) The Union shall notify the Director of Labour Relations or designate in writing of the names of Employees to be granted time off under the conditions as outlined in this Article, not less than three (3) working days before such leave is to be taken.
- (e) The Director of Labour Relations will give the consideration to special or emergency union leave situations in excess of the above limitations.
- (f) Leaves under this article shall not be unreasonably denied.

## 11.2 BEREAVEMENT LEAVE

An Employee 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.

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

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

In order to receive the paid leave provided for in this Clause, absence must result in loss of time and pay from a regular shift and the Employee must have worked the day before or the day after, provided that an Employee granted leave without pay for compassionate purposes within fourteen (14) calendar days prior to death shall not lose benefits under this Clause.

One Employee designated by the President of Local 5167 (or their alternate) from time to time shall be granted one (1) day off with pay for



the purpose of attending the funeral of a member of Local 5167 or a retired member of Local 5167.

11.3 Members of Joint Union/Management Committees including but not limited to Grievance Committee, Labour/Management Committee, Joint Occupational Health and Safety Committees, Joint Job Evaluation Committee, shall be granted leave of absence with pay for attendance at all meetings with Officials of the Employer necessary to the administration of this Agreement, including, but without limiting the generality of this section, any meetings or hearings with any Committee or Board necessary to or incidental to the administration of this Agreement.

11.4 The Employer shall recognize that a grievance committee shall be composed of three (3) members one of whom shall be the Chairperson. All members of the Grievance Committee shall be Employees of the Employer. At the request of the Union, a departmental steward may attend grievance meetings to facilitate the process.

The Employer recognizes the right of the President of the Union or their designate and the CUPE National Representative to attend grievance meetings.

11.5 A maximum of nine (9) members of the Negotiating Committee shall be granted leave of absence with pay for the 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 purposes of:

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

#### 11.6 JURY DUTY OR COURT WITNESS

- (a) An Employee, who is required to serve as a juror or as a witness in any court, shall be paid their regular rate of pay for their normally scheduled working hours for any day or part of a day that they are absent because of such service. Jury duty pay and Witness fees less reasonable expenses incurred by the Employee as a result of serving as a juror or as a Witness, shall be paid to the Treasurer of the Employer on receipt thereof by such Employee.

- (b) An Employee who is required to serve as a witness in any court or quasi-judicial body for a matter arising from their duties with the Employer, on a non-scheduled working day, may request that their schedule of days off be altered to allow attendance to be scheduled on a regular working day. It is specifically understood that the granting of this request is dependent upon operational requirements and, in any event, is not to result in any additional cost to the Employer.
- (c) An Employee may elect to use vacation days or lieu days in order to attend to jury or court duty. In such case, the Employee will retain all fees paid to them by the court.

11.7 Pregnancy/Parental/ Leave(s) shall be granted on the conditions as set down in the Employment Standards Act of the Province of Ontario. Employees who take pregnancy/parental leave shall have such leave included in their credited service. Service accrued during pregnancy/parental leave shall be included in the determination of service-related benefits.

Employees shall receive a top-up on the following basis:

On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit (SEB) Plan, an Employee who is on pregnancy/parental leave as provided under this Agreement and who is in receipt of Employment Insurance Maternity/Parental benefits pursuant to Section 22 and 23 of the Employment Insurance Act, 1996 shall be paid a supplemental employment benefit.

- (ii) Such benefit shall commence following completion of the one (1) week employment insurance waiting period, and receipt by the Employer of proof that the Employee is in receipt of such benefits for a maximum period of fifteen (15) weeks maternity and fifteen (15) weeks parental leave. The Employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours
- (iii) The benefit will be:
  - a. equivalent to the difference between seventy-five per cent (75%) of the Employee's regular weekly earnings and the sum of the Employee's weekly employment insurance benefits and any other earnings; and,

- b. The weekly employment insurance benefit that is payable to the Employee without regard to any election by the Employee to receive a lower employment insurance spread over a longer period of time, as may be permitted under the Employment Insurance Act.

- 11.8 The Employer will grant leave of absence to Employees who are candidates in a Federal, Provincial or Municipal Election.
- 11.9 The Employer will grant leave of absence without loss of seniority to an Employee elected to a public office for their term of office.
- 11.10 The Employer will grant leave of absence without loss of seniority to an Employee selected or elected to a full time term of office, with the Provincial or National Union, the Ontario Federation of Labour or the Canadian Labour Congress for their term of office.
- 11.11 While on such leave of absence as set out in Articles 11.8, 11.9 and 11.10 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.

#### 11.12 FULL TIME OFFICERS

- (a) The parties agree that the Union President shall be a full-time position, subject to the following terms of reference:
  - (i) The President shall be placed on a leave of absence for the term of their elected office. During the noted leave of absence, the President shall continue to accrue seniority and all benefits, save and except Short Term Disability, Long Term Disability and Worker's Compensation Benefits.
  - (ii) Short Term Disability and Long Term Disability shall be the responsibility of the Union. The Union and the President hold the Employer harmless of any Short Term and Long Term Disability claims that occur during the noted period of elected office.
  - (iii) Workplace Safety and Insurance Board Benefits shall be the responsibility of the Union. The Union and the President hold

the Employer harmless of any Worker's Compensation claims that occur during the noted period of elected office.

- (iv) The Employer agrees to continue to pay the regular salary (wages), which shall include any salary increases affected pursuant to the Collective Agreement during the period of elected office. The Employer agrees to continue to deduct statutory deductions from the Union President's pay. The Union agrees to reimburse the Employer 50% of the above noted wages and statutory deductions.
- (v) The position of Union President shall be full time working for the Union. The Employer agrees that any change in wage grade to the position that the President occupied in the bargaining unit, shall also be applied to the President's wages subject to the provisions of iv) above.
- (vi) The Employer agrees to continue the benefits as follows: Extended Health, Dental Plan, Life Insurance, OMERS (in accordance with OMERS regulations), and Employer Health Tax, during the period of elected office. The Union agrees to reimburse the Employer 50% of the Employer's costs for the provision of such benefits.
- (vii) It is understood by the parties that no claim shall be made on the Employer by the Union for the following: attendance at meetings with the City, overtime and work performed on Statutory Holidays, shift differential, meal allowance, week-end premium, standby and call-out pay, travel and business allowance, mileage and car allowance with respect to the President's position.
- (viii) Vacation entitlement will continue in accordance with the Collective Agreement. The Union agrees to reimburse the Employer for 50% of all costs incurred for vacation earned and taken. The Union President will be expected to take their normal entitlement of vacation during the term of elected office and shall not carry over any vacation without the express consent of the Employer.
- (ix) It is expressly understood that the President or their designate is an ex-officio member of all committees listed in the Collective Agreement. It is expected that the President will attend any and all committee meetings, as a matter of priority, except for those where a direct scheduling conflict could not reasonably be avoided.

- (x) The Union agrees that it will provide the Employer with thirty (30) calendar days' notice in writing of the Union President's return to their former position in the workplace.
  
- (b) The parties agree that the Union may select or elect another member(s) of the bargaining unit to occupy another full time Union position(s) within CUPE Local 5167 and the Employer shall agree to such a Full Time Officer leave of absence, subject to the following terms of reference:
  - (i) The member(s) shall be placed on a leave of absence for the term of office. During the noted leave of absence, the member(s) shall continue to accrue seniority and all benefits.
  - (ii) The Employer agrees to continue to pay the regular salary (wages), which shall include any salary increases affected pursuant to the Collective Agreement during the period of office. The Employer agrees to continue to deduct statutory deductions from the member's (s') pay. The Union agrees to reimburse the Employer 100% of the above noted wages and statutory deductions. The Union agrees to reimburse the Employer 100% of the Employer's costs for the provision of benefits.
  - (iii) The position(s) of the member(s) shall be full time working for the Union. The Employer agrees that any change in wage grade to the position that the member(s) occupied in the bargaining unit, shall also be applied to the member's (s') wages subject to the provisions of b (ii) above.
  - (iv) It is understood by the parties that no claim shall be made on the Employer by the Union or the member(s) for the following: attendance at meetings with the City, overtime and work performed on Statutory Holidays, shift differential, meal allowance, week-end premium, standby and call-out pay, travel and business allowance, mileage and car allowance with respect to the member's (s') position.
  - (v) Vacation entitlement will continue in accordance with the Collective Agreement. The Union agrees to reimburse the Employer for 100% of all costs incurred for vacation earned and taken. The member(s) will be expected to take their normal entitlement of vacation during the term of office and shall not carry over any vacation without the express consent of the Employer.

(vi) The Union agrees that it will provide the Employer with thirty (30) calendar days' notice in writing of the member's (s') return to their former position in the workplace.

(c) In recognition of labour relations benefits and efficiencies attained by the Employer through the utilization of Full Time Union Officers, the Employer agrees to issue an annual stipend to the Union of \$133,001.00 during the first pay period in January. Such stipend shall be subject to any annual percentage increase negotiated by the Parties as applied to employee wages.

#### 11.13 MILITARY SERVICE

Any Employee who is absent for military service shall be granted by the Employer leave of absence without pay and without loss of seniority for their term of military service.

11.14 Family Responsibility Leave, Family Caregiver Leave, Family Medical Leave, Critically Ill Childcare Leave, Crime-related Child Death or Disappearance Leave, Child Death Leave, Domestic or Sexual Violence 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.

11.15 The Employer will grant a leave of absence with pay to Employee(s) enrolled in the Literacy in the Workplace program to the extent that, in management's opinion, operational requirements permit.

#### 11.16 PERSONAL LEAVE

All Employees may request an unpaid leave for personal reasons and such leave shall be granted where it is operationally feasible to accommodate the Employee at no additional expense as a result of backfilling or overtime to the Employer.

For all employees, requests for personal leaves of absence without pay shall be granted under the following conditions:

- (a) Leaves would have to be approved under the current Employer policy.
- (b) Leaves would only be recommended for approval if there is sufficient competent replacement staff available.

(c) Seniority will not accrue during personal leaves of absence.

11.17 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. The Employee's Sick Leave Bank shall remain intact but they shall not accumulate further credits during such leave.

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

## **12. JOB DESCRIPTION & EVALUATION**

12.1 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, as articulated in Article 3.5 of the Collective Agreement.

### **12.2 DESCRIBING AND RATING A JOB**

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

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

### **13.1 Filling of Permanent Vacancies without the Requirement to Post**

- a) Vacancies will be filled in the following order, prior to the position being posted:
  - i. Employee initiated transfers, as per Article 28.4
  - ii. Employees requiring accommodation pursuant to the Duty to Accommodate

- iii. Confirm any temporary Employees as per Article 13.3 (c) and 13.10 (g)
  - iv. Employees in receipt of their layoff notice or on recall, as per article 13.7.
  - v. Full time dual capacity employees holding the same classification as the vacancy, in descending order of seniority.
  - vi. Qualified Permanent Part Time Employees holding the same classification as the vacancy will be given consideration prior to posting, in descending order of seniority.
- b) When applying (v) or (vi) above, Employees who hold a temporary assignment shall have their permanent "home" position used, where applicable, for the purpose of determining their priority as dually classed or qualified permanent part-time Employees
- c) Any permanent vacancies remaining after the application of the above shall be posted in accordance with Articles 13.2 or 13.13.

## 13.2 Posting Vacancies

- (a) Notice of vacancies shall be posted within fourteen (14) calendar days of vacancy, in Human Resources. Applicants will have seven (7) calendar days to apply for such vacancy. Date of posting shall be entered on the notice when it is posted. All necessary details relevant to the vacancy shall be included in the notice. In so far as it is practicable to do so the vacancy will be filled within thirty (30) calendar days of the end of the posting period. A list of jobs posted will be circulated to departments to notify Employees and direct them to the job postings.
- (b) In the event this time frame cannot be met, the Employer will notify the Union when it is anticipated the vacancy will be filled.
- (c) In the event that within three (3) months of a vacancy being posted and filled, the same vacancy occurs, an offer will be made to the next available candidate on the successful applicant list.
- (d) It is agreed that "Necessary Details" would mean:
  - (i) Education
  - (ii) Experience



- (iii) Qualifications required
- (iv) The number of vacancies to be filled if more than one vacancy
- (v) Selection process (e.g. testing or interview). The Employer may choose to not utilize any of the identified selection process tools at any point during the competition.
- (vi) Permanent or Temporary Status

All job postings shall contain the full job description for the position in question

- (e) When the Employer determines that a vacancy is redundant, notification shall be given to the Secretary of the Local within fourteen (14) calendar days of such determination.
- (f) Where a job is posted which has a temporary wage grade assigned the following notation shall be made on the posting: This is a newly created position. The wage grade assigned to this position may be re-evaluated within nine (9) months of the filling of this position.
- (g) First consideration will be given to internal applicants within the bargaining unit.
- (h) In the event that the Employer believes that there may not be Employees within the Civic Service with the qualifications required, the position may be advertised internally and externally simultaneously.
- (i) Should the permanent or temporary status of a position change after it has been posted, the new position will be re-posted.
- (j) In the event a posting is cancelled, a list of canceled postings will be posted in Human Resources and electronically.
- (k) If the same vacancy is re-posted, all applicants to the original posting will be deemed to have re-applied.

13.3 When vacancies occur in the bargaining unit in any classification, the applicant shall be awarded the position subject to the following:

- (a) Both parties recognize:
  - (i) The principle of promotion within the service of the Employer.

- (ii) That job opportunities should increase in proportion to length of service.
  - (iii) That skill and experience acquired on the job shall be given equal weight with education as factors to be considered when assessing the knowledge, efficiency and ability of an applicant to do the work of the job.
- (b) In filling vacancies, the following factors shall be considered:
- (i) seniority
  - (ii) knowledge, efficiency and ability to do the work of the job
  - (iii) physical ability to do the job
- And where candidates have attained the thresholds defined in (ii) and (iii), factor (i) shall govern the selection of the successful applicant.
- (c) When a permanent position becomes vacant in a classification within a department for which a temporary position has been posted and filled, the senior Employee in the temporary position with the same status (part-time to part-time and full-time to full-time) shall be offered the permanent position without posting.

#### 13.4 Interview/Testing

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

If testing is being used as an assessment technique then:

- (a) Candidates shall be given reasonable notice of the testing date.
- (b) Candidates shall be apprised of the general nature of the subject matter upon which they will be tested and will be given reasonable access to relevant materials in the Employer's possession.
- (c) Candidates shall be told in advance what is expected as a passing grade, including marking schemes.
- (d) Reasonable steps shall be taken to ensure that all applicants taking the test should do so under similar circumstances.

- (e) The content of the test must be relevant to the duties of the job being applied for. Applicants will be permitted to review their own scored tests. Upon request the Union shall be provided the test scores, without names, for all applicants.
- (f) Test scores for the same skills assessment obtained by candidates shall be retained on file for three (3) months and will be used in the assessment of their skills for any subsequent job competitions for the same position.  
Candidates may not be permitted to be tested again for the same skills assessment within the three (3) month period following the date of the unsuccessful test, if they were unsuccessful in their initial attempt. An employee shall be exempted from this provision if they demonstrate that they have made their best efforts to improve their skills and/or knowledge of the subject being tested. This provision will not apply for positions through the layoff/bump process.

In the event that interviews are held:

- (i) at least two (2) members of management, or designate, 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.
- (g) An employee who has successfully completed the testing and/or interviews referenced above, but was not the successful candidate, shall be deemed to be qualified for the position for a period of six (6) months from the date in which the successful candidate commenced employment in the position in question, without being subject to the provisions of this article. For clarity, an Employee shall be deemed qualified so long as the position in question is posted within the six (6) month timeframe outlined above.

### **13.5 Recognition of Other CUPE 5167 Bargaining Units**

The parties agree that in the event no bargaining unit employee is successful for a posted vacancy, the Employer shall, prior to hiring

external applicants, consider applications from other City of Hamilton CUPE 5167 bargaining unit members.

Applicants shall indicate their status as a member of CUPE 5167 on the application form.

Regardless of their previous employment status individuals, other than those in the City unit, who are awarded positions through the application of this job promotion clause 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 clause 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, including seniority, exist only to the extent provided for under those collective agreements and are applicable in that unit only.

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

### **13.6 Trial Period**

If an Employee is promoted or appointed to a position within the scope of this Agreement, within ninety (90) days worked in the position (not including periods of absence) or six (6) months, whichever occurs first, proves unsatisfactory in their new position, or if the Employee requests, in writing, they shall be returned to their former position without penalty.

Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position without penalty.

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

In the event that the successful applicant exercises his/her reversion rights within the time frame noted above, an offer will be made to the next available employee on the successful applicant list.

### **13.7 Layoff, Bumping and Recall**

- (a) In all cases of layoff or recall, bargaining unit wide seniority shall be the governing factor provided the Employees retained or recalled

can perform the work required in a satisfactory manner. Any Employee who would be laid off under these circumstances shall have the following three options:

- (i) accept the layoff and be placed on the recall list
- (ii) within thirty (30) calendar days of receipt of their notice of layoff, an Employee may exercise their rights to replace another Employee (“bump”) with lesser seniority that occupies any classification equivalent to, or lesser than the classification they then occupy provided they are qualified to do the work required.

At the layoff meeting, the Employee will be provided with a seniority list identifying positions they are eligible to bump into.

It is understood that these bumping rights apply to positions identified by the Employee during their notice period.

- (iii) 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.

Notice of vacancies will be provided as per 13.7 (e).

- (b) 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.
- (c) 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.
- (d) At no time shall an Employee receive less than thirty (30) calendar days’ notice of lay off.

The Employer agrees to provide as much additional notice as possible to any Employee who may be subject to potential layoff because their position has been declared redundant so that the

Employee may exercise his/her bumping rights. In no event will the placement of that employee be made effective prior to the date of lay off.

- (e) The Employer will notify all laid off post-probationary Employees of any position vacancies. The Employee will have no less than four (4) calendar days to apply for the posting. The Employer shall notify the Union when an Employee has surpassed ten (10) months on lay-off.
- (f) The parties agree to the following terms of agreement with regard to recall and bumping rights:
  - (i) An Employee, after receipt of lay-off notice, shall retain recall rights to their home classification (the position that they were laid off from), for a period of ten (10) consecutive calendar months from the effective date of the start of their lay-off, or the date the lay-off would have begun.
  - (ii) An Employee, after receipt of lay-off notice, shall retain recall rights whether they are laid-off, bumped, or post into another position, for the period as noted above, for the purpose noted above.
  - (iii) Any Employee, who has not been recalled to their classification within the above stated recall period, shall have their recall rights to the classification exhausted and the Employee's home position becomes the position that they bumped into or in the case of lay-off, the Employee's service and seniority with the Employer are terminated.
  - (iv) An Employee, who is laid-off prior to the start of a pregnancy/parental leave after a lay-off begins, shall have the recall clock continue to run for the period of ten (10) consecutive calendar months as noted above.
  - (v) An Employee, who files a claim for Short Term Disability/Workers Compensation, after notice of lay-off has been received, shall have the recall clock continue to run for the above ten (10) consecutive calendar months.

- (g) An Employee, who is recalled, shall have all time earned toward their next merit increase, as may be appropriate, reinstated for the purpose of calculating the next merit increase (i.e. if an Employee earned 7 months toward their next merit increase prior to the lay-off, the Employee will be eligible for their next merit increase after 5 months active service in the recalled position).
- (h) An Employee, actively employed by the Employer, who declines a recall to their home classification, shall have their recall rights to that classification exhausted, effective the date the Employee declined the recall.
- (i) For clarity, it is understood that an individual who, through the application of the process laid out in (a) above, is placed in a temporary position, they will be provided with notice of layoff as per this article on the expiry of the temporary position.

### **13.8 New Classifications**

The Employer agrees that, within a period of ninety (90) calendar days of the posting by it of a new position or classification a job description for the said position or classification is to be delivered to the Union and which job descriptions shall form and shall be deemed to form a part of this Agreement unless the Union objects to any or all of the said job descriptions within a period of forty-two (42) calendar days after receipt thereof in which event the said objection is subject to the provisions of Articles 16,17 and 18 of this Agreement except that it is to be processed commencing with step two (2) of the grievance procedure set forth under Article 16.

The senior Employee in the section who meets the requirements of the job description shall be offered the vacant position for the period of time until the position is posted and filled.

### **13.9 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.

### **13.10 Temporary Positions**

- (a) An Employee may fill a temporary position created as a result of one of the following conditions:

- (i) Maternity/Parental Leave: The term of the temporary posting shall be for the term of the illness or maternity/parental leave but shall not exceed eighteen (18) continuous months.
  - (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 twenty-four (24) months.
  - (iii) Leave of Absence: The term of the temporary posting for leave of absence shall not exceed twelve (12) months.
  - (iv) Illness: The term of the temporary posting for leave of absence shall not exceed thirty (30) continuous months.
- (b) 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. Such approval shall not be unreasonably denied.
  - (c) Vacancies created as the result of an Employee being absent due to one of the foregoing conditions shall be posted and filled when it is reasonable to expect that the vacancy may extend beyond eight (8) weeks. Notations shall be made on the posting that the vacancy is due to one of the conditions.
  - (d) If it is determined that the position is to be filled, Employees in the section who meet the requirements of the job description shall, in seniority order, be offered the vacant position for the duration of the vacancy or until any required posting and filling process is complete.
  - (e) Upon the return of the absent Employee, an Employee filling the position on a temporary basis, or the junior Employee in the event more than one position in the same classification was being filled on a temporary basis, shall be returned to their former position. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to their position without loss of seniority.
  - (f) Any Employee who requests to be returned to their former position shall not prejudice their applications for future promotions or transfers.
  - (g) In the event that an absent Employee does not return the provision of Article 13.3 (c) shall apply.



*Note: The foregoing two (2) paragraphs apply only to bargaining unit vacancies.*

### **13.11 External Hires to Temporary Positions within the Bargaining Unit**

- (a) Temporary positions filled as a result of vacancies as set out in 13.10 may be awarded to external hires in the event no qualified regular Employee is awarded the position.
- (b) Any external hire employed on a temporary posting shall be covered by the terms of this agreement except that they shall not have any bumping or recall rights. This exception does not apply if the posting extends beyond the time periods set out in Article 13.10 unless a mutually agreed extension is confirmed in writing by the parties. Such approval shall not be unreasonably denied.
- (d) The cessation or expiry of a temporary posting in which an external hire is employed shall not be the subject of any grievance (i.e. individual, group, policy or otherwise) and shall not be subject to any of the requirements, restrictions or obligations under the Collective Agreement including provisions respecting layoff, termination, dismissal or reduction of hours, except as may be allowed by article (c) above.

### **13.12 Union Notification of Redundancy**

When so determined by the Employer 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 of the decision, and will notify the Union that either the duties are being distributed to other Employees or not performed.

### **13.13 Periodic Posting**

When so determined by the Employer, a "Periodic Posting" may be posted in anticipation of future vacancies in classifications with more than ten (10) incumbents or in those with a high turnover rate. Such posting(s) is intended to expedite the recruitment process by soliciting and identifying a pool of suitable and qualified applicants prior to the occurrence of a vacancy(s).

- (a) Existing employees and external applicants may indicate their interest for periodic postings.

- (b) The Employer shall fill vacancies, occurring within six (6) months of the date identified on the Periodic Posting, with individuals identified through the process in (b) above, in the following order:
1. Existing employees in descending order of seniority
  2. External applicants
- (c) If a periodic posting is used to fill a temporary vacancy, the Employer will provide notice in writing to the Employee and to the Union indicating the reason for the temporary vacancy, as per 13.10.

#### **13.14 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 their accumulated seniority within the bargaining unit will be frozen for the duration of time temporarily transferred. The affected Employee shall continue to pay Union dues to Local 5167 during the period of time temporarily transferred out of the unit. The affected Employee shall have the right to return to the bargaining unit at any time during the period of temporary transfer. On return to the bargaining unit, seniority accumulation will resume. For clarity, individuals who transfer into positions outside of the bargaining unit will not accumulate seniority and as a result, their ranking on the seniority list may change.

The Employer shall provide the Union notice in writing of any Employees temporarily transferred outside of the bargaining unit.

The parties agree that such periods of time outside the bargaining unit shall be limited to a life-time total of thirty (30) months, calculated in the same manner as seniority is calculated under Article 14.1. For clarity, the two-hundred and sixty (260) seniority days per year is equal to twenty-one and two-thirds (21 2/3 ) days per month, and as such, the thirty (30) month life-time limit above shall be equal to six-hundred and fifty (650) days worked. Should an Employee exceed such maximum their seniority will be lost and automatically adjusted down to one hundred and twenty-one (121) days.

Should an employee who has exceed such maximum subsequently accept a further temporary transfer outside of the bargaining unit upon their return their seniority will be lost and automatically adjusted down to

one hundred and twenty-one (121) days regardless of the length of the subsequent transfer.

The Employer shall provide Employees thirty (30) days' notice in writing of their impending loss of seniority as outlined above.

For clarity, it is understood that the foregoing provisions apply in situations including, but not limited to, transfers to positions covered by another collective agreement, managerial or non-union positions and secondments.

The life-time maximum referenced above shall apply to any time spent outside of the bargaining unit from July 1, 2015 onwards. Time spent outside of the bargaining unit prior to July 1, 2015 shall not be counted towards the life-time maximum.

#### **13.15 Time Limits for Transfers within the Bargaining Unit**

A permanent employee who has not actively worked in their permanent (home) position for thirty-six (36) months, because they have been working in a temporary position(s) within the bargaining unit, shall be provided with thirty (30) days' notice and shall either return to their permanent (home) position or it shall be deemed to have been abandoned. This provision shall not apply to employees in temporary positions prior to January 1<sup>st</sup>, 2016.

For clarity – it is agreed that if an Employee is deemed to have abandoned their home position they shall be laid off at the conclusion of their temporary position.

### **14. SENIORITY**

- 14.1 Employees working seven (7) or more hours per day on a full time basis will accrue to a maximum two hundred and sixty (260) seniority days per calendar year. Employee's working less than seven (7) hours per day shall accrue one (1) day of seniority for every seven (7) hours worked to a maximum of two hundred and sixty (260) days per calendar year. Employees working a flexible or compressed work schedule and who work less than five (5) days per week shall accrue five (5) days of seniority (pro-rated) for every week worked to a maximum of two hundred and sixty (260) days per calendar year. Notwithstanding the above, as of January 1, 2020, no Employee will accrue more than ten (10) seniority days in any pay period.

The seniority list will be converted to a “days worked list” removing the actual seniority date.

a) Part-Time Seniority Rating

Part time Employees shall be considered probationary Employees and will have no seniority rights until they have worked one hundred and twenty (120) working days or accumulated twelve (12) months aggregate service with the Employer, whichever occurs first. 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.

b) Seniority shall be calculated in the following manner:

Part time Employee's shall accrue one (1) day of seniority for every seven (7) hours worked to a maximum of two hundred and sixty (260) days per calendar year.

- 14.2 Employees shall be considered probationary Employees and will have no seniority rights until they have worked one hundred and twenty (120) working days or accumulated six (6) months aggregate service with the Employer, whichever occurs first.

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.

- 14.3 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 with the Employer, uninterrupted by either a break or severance of service for any reason.

- 14.4 For the purposes of the probationary period, absences that interrupt the period of active employment may, at the discretion of the Employer, result in the extension of an employee's probationary period, no greater than the period of absence(s). In such cases the Union and the Employee shall be informed at least fourteen (14) calendar days in advance of the extension.

For the purpose of service credits an Employee's length of service shall commence and accumulate from the date on which they entered the service of the Employer as a permanent Employee.

- 14.5 (a) An Employee's seniority rating, credited service and employment 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) calendar days after receipt of written notice to return to work after lay-off, or
  - (iv) a lay-off extending continuously for a period of ten (10) months, or
  - (v) absence without leave without sufficient reason.
- (b) An Employee's seniority rating shall be deemed frozen by reason of:
- (i) A lay-off extending beyond one month, or
  - (ii) A temporary transfer/posting into a managerial position or a non-union position outside the bargaining unit as per Article 13.14, or
  - (iii) Any unpaid leave of absence period other than those defined by this Collective Agreement, legislated by the Employment Standards or Employment Insurance Act.
- 14.6 The seniority list shall be posted in each workplace as early as practicable but no later than March 1st and September 1st of each calendar year. The Union has thirty (30) calendar days from September 1st to challenge this list. The seniority list shall include the Employee's name, days worked, Employee number, classification, position title and wage grade. For the purposes of layoff and bumping, the seniority list used shall be a current list generated by Human Resources within one (1) week of the date of notice.
- 14.7 Employees with the same days worked shall have their seniority determined by lottery, as administered by the Union. Once seniority status has been established through the lottery it will be maintained accordingly.

If an Employee's seniority is adjusted due to any of the reasons listed in 14.5 (b) and that adjustment results in them having the same seniority date as one or more other Employees they shall be listed at the top of the group that shares the same days worked.

- 14.8 The Union will be notified of all new Employees, their start date, department, Employee number, position title and classification. In addition, the Employer will notify the Union upon an Employee's successful completion of their probationary period.
- 14.9 No seniority will be lost as a result of taking courses related to an Employee's job and falling within the Employer's tuition reimbursement policy.
- 14.10 Once established, an Employee's seniority ranking shall be used in the determination of all seniority based issues.

## **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 (a) An Employee who maintains a clear record for a period of two (2) years, not including illnesses and unpaid leaves of absence of greater than thirty (30) calendar days following their last warning or suspension shall have their record cleared at the end of such period as it applies to warnings and suspensions, and non-disciplinary letters of counsel, for reasons other than irregular attendance.
  - (b) Notwithstanding article 15.2 (a), non-disciplinary letters of counsel are not subject to the grievance process.
- 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 The Employer agrees that no Employee of the bargaining unit shall be required to cross any legal picket line. Failure to cross a picket line as described above shall not be cause for disciplinary action.

## **16. GRIEVANCE PROCEDURE**

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

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

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

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

The Union shall establish the priority and scheduling draft agendas for Step 2 Grievances and Mediation hearings (GMO) and forward it to the Employer no later than thirty (30) calendar days prior to the meeting, the final agenda shall be forwarded by the Employer to the Union no later than fourteen (14) calendar days prior to the meeting.

- 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 Employers official response to the grievance.

The Director of Labour Relations or their designate shall, where practicable, meet with the Grievance Committee, the grievor, and the Steward if necessary, within 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) The following shall proceed immediately to the second step of the grievance procedure;
- (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, lay offs, and recalls

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 or 18 within thirty (30) calendar days of the receipt of the Director of Labour Relations, or their designate's, response.

Unresolved grievances may be referred to mediation upon mutual agreement of the parties. The mediator shall be selected by mutual agreement of the parties and expenses shall be shared equally.

- 16.7 Meetings with the Director of Labour Relations and/or authorized representatives of the Employer, in reference to grievances, shall be held during the regularly scheduled working hours. Payment shall be at the prevailing rate of pay.
- 16.8 The Employer recognizes the President of the Union, or their designate, 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 Labour Relations to the Union through its Secretary, in writing, within fourteen (14) calendar days from the time the circumstances upon which the grievance is based were known, or ought to have been known, by the Employer. A meeting between the Employer and the Union shall, where practicable, be held within twenty one (21) calendar days of the submission of the written

grievance and shall take place within the framework of Step No. 2 of Article 16.4 hereof. The Union shall give its written decision within fourteen (14) calendar days after such meeting has been held.

If the decision is unsatisfactory to the Employer, the grievance may be submitted to arbitration within twenty one (21) calendar days of delivery of such written decision and the arbitration sections of this Agreement shall be followed.

## **17. ARBITRATION PROCEDURE**

17.1 When 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) when 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.

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

Where two (2) nominees are thus appointed they shall confer jointly in an endeavour to select a third member who shall be the Chairperson of the Board. If within fourteen (14) calendar days the two members have not reached an Agreement the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint a Chairperson.

17.3 **SINGLE ARBITRATOR:** Either of the parties to this Agreement may notify the other party in writing of its desire to submit the matter in dispute to a single arbitrator. If the recipient of the notice and the party desiring the arbitration do not, within a period of fourteen (14) calendar days after the receipt of the said notice agree upon a single arbitrator the appointment of a single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

- 17.4 Any Arbitration Board/Single Arbitrator appointed pursuant to this Article has no jurisdiction to alter, modify or amend the collective agreement or make any decision that is inconsistent with the provisions of this Agreement.
- 17.5 The decision of the Arbitration Board/Single Arbitrator appointed pursuant to this Article is final and binding upon the Employer, the Union and any Employee affected thereby.
- 17.6 Where there is a single Arbitrator the Employer and the Union shall share equally the cost of the arbitration proceedings and the Arbitrator. Where there is a Board of Arbitration, each party shall bear the cost of its own nominee and shall bear the cost of the Chairperson and the arbitration proceedings.
- 17.7 Notwithstanding the provisions of Article 16 or this Article;
- (a) no matter in dispute is to be submitted to arbitration which has not been properly processed through the grievance procedure as set forth in Article 16, and
  - (b) a grievance which has not been processed by the grievor and or their representatives in accordance with Article 16 and this Article shall be deemed to be withdrawn.
- 17.8 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 In accordance with Article 16.6, grievances may proceed through the grievance procedure to a mediator for the purpose of resolving grievances in an expeditious and informed manner. The mediator shall endeavour to assist the parties to settle the grievance by mediation.

If the parties are unable to settle the grievance by mediation, the parties, by mutual consent, may empower the mediator as an arbitrator and the arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the arbitrator may establish or limit the nature and extent and form of the evidence and may impose such conditions, as

they consider appropriate. The arbitrator shall give a succinct decision within seven (7) calendar days after completing proceedings, unless the parties agree otherwise.

## **19. LOCATION STEWARDS**

- 19.1 A Location Steward is a person from the department elected or appointed by the Union to represent the Employees of the Department in which they are employed. It is expected that the closest available Steward will provide Employee representation unless there is reasonable justification to utilize a different Steward or other Union Officer. Where the need arises to make alternative arrangements for Employee representation such arrangements shall be made through the Union office.
- 19.2 The Employer acknowledges the right of the Union to elect or appoint Location Stewards to assist Employees in the presentation of their grievances to their immediate supervisor.
- 19.3 The Union acknowledges
- (a) that Location 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 immediate supervisor who in all cases is to be given a reasonable explanation for the requested absence, and
  - (c) that, notwithstanding paragraph (b) of this section, not more than one of the persons described in paragraph (a) of this section plus the grievor are to leave their duties with the Employer to assist at any one stage in the Grievance Procedure, and
  - (d) when such persons as are described in paragraph (a) of this section resume their regular duties after assisting in the Grievance Procedure such persons are to report immediately on such resumption to their immediate supervisor.
- 19.4 Subject to the provisions of section 16.3, a Location Steward will assist in the Grievance Procedure as set forth in section 16.2 except that in the absence of the Location Steward the Chairperson of the Grievance Committee may act in their place.

- 19.5 Time lost by a Location Steward or Chairperson of the Grievance Committee during their normal hours of work as set out in Article 5 shall not disqualify them, if they had permission under section 19.3 to be absent to assist in the Grievance Procedure, for premium rates under Article 6 if they would have been otherwise entitled.
- 19.6 The Union shall notify, in writing, the Director of Labour Relations, of the name of each Location Steward and the Department they represent before the Employer is required to recognize the Location Steward.
- 19.7 Where a Supervisor or other Employer representative intends to meet with an Employee:
- (a) to discuss any issue where disciplinary action(s) may result against that Employee;
  - (b) to investigate matters which may result in disciplinary action against that Employee; or
  - (c) for termination of employment,

The Employee shall have the right to be accompanied by and represented by the Union President or their designate. The Employer shall notify the Employee of this right and notify both the Employee and the Union of the time and place for the meeting.

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

Effective January 1, 2019 a general wage increase of 1.6% for all classifications.

Effective January 1, 2020 a general wage increase of 1.6% for all classifications.

Effective January 1, 2021 a general wage increase of 1.6% for all classifications.

Effective January 1, 2022 a general wage increase of 1.6% for all classifications.

Water Distribution Operator Classification will receive an additional \$0.25 per hour for those employees who acquire their level 2 certificate, an additional \$.50 per hour for those employees who acquire their level 3 certificate and an additional \$0.25 per hour for those employees who acquire their level 4 certificate. For clarity, these premiums shall be

compounded, e.g. a level 4 certified Water Distribution Operator would be eligible for an additional \$1.00 per hour on the basis of the foregoing.

The classification of Facility Operator Certified will receive an additional 0.176 cents per hour with successful completion of Refrigerator Operator Class "B" Ministry Certificate.

## 20.1 RETROACTIVITY

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.

## 20.2 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.

Anniversary increases will be granted on an Employee's anniversary date. For part time employees, anniversary increases shall become effective based on hours worked in the position following the starting date or date of promotion, with 1820 hours equalling a year.

- 20.3 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 procedures of the collective agreement.

Employees in the classification of Instructor Guard who are hired into the classification of Duty Guard will be started at the same step that they hold as an Instructor Guard.

## **21. UNION SECURITY**

- 21.1 A compulsory check-off shall apply to all Employees coming within the scope of this Agreement. It shall continue during the period of this Collective 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.
- 21.2 All deductions made under the provisions of Article 21.1 will be remitted monthly to the proper authorized officials of the Union, together with a list of Employee's names eligible for such deduction.
- 21.3 Where the Ontario Labour Relations Board grants an Employee dispensation from paying Union dues, the Union will save the Employer harmless from any and all claims.
- 21.4 The Employer will notify the Union, in writing, with an explanation as to why an Employee is not paying union dues.
- 21.5 The Employer agrees that within thirty (30) calendar days of ratification of the Agreement by Council, the Union will receive a draft copy of the Collective Agreement between the parties.
- 21.6 The Employer agrees to supply the Union with the contact information provided as per Article 4.1 for present and new Employees of the bargaining unit. The Union will save the Employer harmless from any and all claims that may be made against the Employer for disclosing such information.
- 21.7 This collective agreement will be printed at a unionized print shop and the costs of printing shall be split equally between the Parties.

21.8 Except where otherwise noted, all notices under this agreement to the Union shall be sent to the Executive Administrator of the Local.

## **22. CONTRACTING OUT**

22.1 No Bargaining Unit Employee shall be laid off or terminated as a result of the Employer contracting out any of its work or services.

22.2 Prior to contracting out work now performed by the bargaining unit, or where the Employer introduces technological change which affects the wages or employment status of an Employee, not less than ninety (90) calendar 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 nature and degree of change, date or dates on which the Employer plans to effect the change, and location or locations involved. This is to allow the union to make any representations it wishes.

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

22.3 Where an Employee's job has been significantly altered by Technological change, the Employer will retrain that Employee to the new standards. If the Employee cannot be retrained, they will be laid off in accordance with Article 13.7.

## **23. SHIFT DIFFERENTIAL**

23.1 The Employer and the Union agree that shifts shall be designated as Day, Afternoon or Night and shall be of the duration of one normal days work as set out in Schedule "A" of this Agreement. All Employees working regular shift periods shall be paid a shift differential as follows:

(a) Day Shift - No Shift Differential

The Day Shift shall be described as a shift in which the majority of hours are worked between 7:00 am and 5:00pm.

(b) Afternoon Shift – ninety-five cents (\$0.95) per hour.

The Afternoon Shift is described as a shift in which the majority of hours are worked between 3 pm and 12 o'clock midnight.



- (c) Night Shift - one dollar and ten cents (\$1.10) per hour.

The Night Shift is described as a shift in which the majority of hours are worked between 12 o'clock midnight and 7:00 am.

Should changes in the starting and stopping times of any of the three shifts become necessary, the Employer will give the Union notice of not less than four (4) calendar days.

- 23.2 Employees who work regular shift periods as set out above shall have included as part of their normal eight (8) hour afternoon shift and night shift a one-half (1/2) hour paid lunch period but the one-half (1/2) hour paid lunch shall not apply to the day shift. This benefit shall apply to classifications that were previously entitled to such benefit under the January 1, 2004 – December 31, 2006 Collective Agreement between the parties.
- 23.3 Weekend premium in the amount of ninety-five cents (\$0.95) per hour on any regularly scheduled shift between midnight Friday and midnight Sunday. Weekend premium will be paid in addition to shift premium but will not be paid for overtime hours.
- 23.4 Employees in the classifications of Lifeguard I and Recreation Coordinators in the Recreation Division required to work on a six (6) or seven (7) day week shift basis shall receive five (5) days off in lieu of shift premiums. Where operationally possible, this week shall be taken in the period known as down time. The taking of this week shall not interfere with vacation scheduling.
- 23.5 TRAINING ALLOWANCE

When an Employee (excluding those Employees who as a core duty of their job are designated as a trainer) is assigned to train other Employees, the parties agree to the following;

- (a) Employees selected by the Employer as trainers, will receive a bonus of three dollars (\$3.00) per hour worked while involved in the preparation and delivery of training to other Employees. The Employer will select pools of qualified Employees to act as trainers. Employees within such pools will be offered the opportunity to accept assignments as trainers in seniority order. It is understood that "orientation" will not be considered "training" unless otherwise agreed to by the parties in writing.

- (b) Payment of half the differential between the rate of pay for the present classification and the rate of pay for the training classification to Employees selected by the Employer as trainees. At the conclusion of the training the Employee will return to their standard rate of pay.
- (c) Where it is necessary to transfer a trainee to another work location for training, the junior Employee in the new work location in the same classification as the trainee left shall be subject to transfer.

The Employer agrees that the Union shall have the right to express their concerns with the operation of the training program. The Joint Labour/Management Committee shall hear these concerns and make recommendations to the Employer for amendments to the training program.

The Employer further recognizes that no bargaining unit member will be asked through the training program to express judgements with respect to the abilities of other bargaining unit members.

#### 23.6 ACTING PAY

Whenever 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 of the temporary classification, whichever is necessary to provide an increase in salary from the Employees current salary. 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.

Employees may be appointed to an acting role when such role is not reasonably expected to extend beyond eight (8) weeks.

Employees who meet the requirements of the higher rated position shall be offered in seniority order within the reporting location.

Where an employee is filling a vacancy under this article and the vacancy is subject to the posting and filling process it is agreed that the timelines for acting pay may extend to sixteen (16) weeks from the original date the vacancy was filled in an acting capacity.

#### 24. PROTECTIVE CLOTHING

- 24.1 This Article shall apply to all Employees in job classifications set forth in the collective agreement between Local 5167 and the City, who are currently entitled to such safety apparel, clothing and footwear.

The City agrees that where safety equipment and protective clothing are required to be worn by Employees it will supply those Employees with such apparel. Where the Employer requires a uniform, it will supply Employees with such uniform.

- 24.2 (a) When required by the Employer, employees shall be provided:
- (i) safety glasses and prescription safety glasses, where required.
  - (ii) hearing/ear protection (noise control).
  - (iii) rubber gloves.
  - (iv) 1 pair of rubber boots or overshoes.
  - (v) lined rubber gloves (winter issue).

As the case may warrant, where prescription safety glasses are broken or damaged at work the Employee shall first seek reimbursement through the Workplace Safety and Insurance Board. If the WSIB fails to cover all or part of the prescription safety glasses replacement costs the City will reimburse the Employee the applicable amount.

- (b) Those Employees in the Print Service Section, the Microfilm Facilities Section, Child Care Centres, or providing cooking, housekeeping or cleaning services shall be provided coveralls or smocks when requested .
- (c) The Employer will make available at all work locations of Facilities/Property and Maintenance Employees, a sufficient number of all-weather coats for the use of these Employees if they are required in the course of their duties to work outside in inclement weather.

24.3 This article outlines the default clothing provided. The parties may negotiate alternate entitlements at the appropriate Labour Management Committee.

- (a) All Employees that fall within the scope of "Outside Workgroup" shall be issued the following clothing within 30 days of the date of hire:
  - (i) 1 pair of leather and cotton gloves

- (ii) 1 insulated winter coveralls, either standard issue or safety issue
  - (iii) 1 pair of rain pants or leggings
  - (iv) 1 safety helmet with liner
  - (v) 1 safety vest
  - (vi) 1 rain jacket
  - (vii) 4 short sleeve golf shirts or 4 safety T-shirts (long or short sleeve) or a combination thereof
  - (viii) 2 long sleeve all weather shirts or 2 long sleeve fleece tops/sweatshirts or combination thereof.
  - (ix) 4 pairs of all weather pants or 2 safety all weather pants or 1 pair of safety all weather pants and 2 pair of all weather pants.
  - (x) 2 pairs of coveralls [one or two piece (i.e. jacket/pant)], either standard issue or safety issue
  - (xi) 1 parka
  - (xii) 1 pair winter mitts (lined with thumb and forefinger) where required.
- (b) Those “Outside workgroup Employees” in the Forestry Division or those Employees who hold a chainsaw certification and are required to use a chainsaw by the Employer shall be issued the following within thirty (30) days of the date of hire:
- (i) 2 pair of chainsaw pants
- (c) By-Law Enforcement and Parking Control Officers shall be issued the following within 30 days from the date of hire:
- (i) 2 ties
  - (ii) 1 summer hat
  - (iii) 1 belt
  - (iv) 4 shirts
  - (v) 4 pair of pants
  - (vi) 1 windbreaker
  - (vii) 1 parka
  - (viii) 1 pair uniform boots
  - (ix) 1 rain jacket
- (d) Caretakers shall be issued the following within 30 days from the date of hire:
- (i) 1 rain jacket
  - (ii) 1 parka
  - (iii) 4 shirts
  - (iv) 3 pair of pants

- (e) Aquatic Employees shall be issued the following within 30 days from the date of hire:
  - (i) 2 shirts or 2 T-shirts
  - (ii) 1 pair of shorts
  - (iii) 1 whistle
  - (iv) 1 hat (where assigned to an outdoor pool)
  
- (f) HPS Logistics Technicians shall be issued the following within 30 days from the date of hire:
  - (i) 4 shirts
  - (ii) 4 pairs of pants
  - (iii) 1 parka

24.4 All Employees in receipt of the above issue of clothing (articles 24.2 and 24.3) shall be eligible to receive a replacement issue on a 1 for 1 basis when such an article is returned to their direct supervisor and proves to be either:

- (a) damaged and rendered unusable as a result of the Employee's work activities, or
  
- (b) worn out as a result of normal wear.

24.5 But for exceptional circumstances, the City shall recover their costs for any replacement clothing, other than cotton gloves, re-issued throughout an Employee's probationary period.

24.6 The City will provide 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 Employees request, commuter boots may be provided in lieu of winter boots for those Employees deemed eligible by the City.

Special footwear shall be provided for those Employees working in unique conditions within the Community Services Department, such as arenas or pools, upon management approval.

Except for replacement footwear as noted by 24.7, no Employee shall receive more than two (2) pair of safety boots (one summer; one winter).

24.7 Students and Probationary Employees who are required to wear safety footwear as a condition of employment must purchase the initial pair of such safety shoes or boots at no cost to the City. Upon completion of the

one hundred and twenty (120) working day probationary period, Employees shall be eligible to receive a replacement issue of footwear on a one (1) for one (1) basis when such footwear is returned to their direct supervisor and proves to be either:

- (a) damaged and rendered unusable as a result of the Employee's work activities, or
- (b) worn out as a result of work related wear.

24.8 Any Employee to whom any of the aforesaid apparel is issued shall be responsible to the extent of the replacement cost to the City for loss thereof or damage thereto, which is deemed not to be the result of normal work related wear and tear.

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

24.10 Those Employees subject to this agreement and entitled to the above noted apparel, as determined by the City, and shall be subject to wearing the appropriate allotted apparel at all times while on duty. Employees shall be issued and/or granted the replacement of their current clothing allotment, when they meet the condition(s) of Article 24.4. If the Employee does not currently possess the minimum clothing allotment the City shall provide such clothing as soon as available.

- (a) The City agrees to provide cleaning service for motor mechanic's coveralls at no cost to the Employee.
- (b) Full time Parking Control Officers, Towing Officers, HPS Logistics Technicians Animal Control Officers, and Municipal Law Enforcement Officers assigned to Animal Control shall be entitled to one hundred and fifty (150) cleaning card points and part time employees in the aforementioned classifications shall be entitled to seventy five (75) cleaning card points for each calendar year, commencing January 2008 and each year thereafter for the duration of this agreement, using the vendor as determined by the Employer.

Each square on the cleaning card is worth 1 (one) point and the squares equal the following:

- 4 squares for 1 parka
- 2 squares for 1 pant or tunic or sweatshirt
- 1 square for a shirt

(c) The Employer will make available, at any site which requires Employees to wear historical dress, a sufficient amount of historical outer clothing for the use of those Employees required to wear historical clothing if such Employees are required, during the performance of their duties, to work inside the building whenever the temperature is 20 degrees Celsius or less. The Employer shall supply uniforms and dry-clean same at no cost to the Employee.

24.11 An Employee, at the time of termination, shall return to the City all apparel that has been issued to them.

24.12 The Employer agrees to maintain, repair or replace existing washer/dryer units in all Roads Yards where practicable to do so and where not practicable a cleaning service will be provided for cleaning specialty coveralls, safety wear, winter wear, heavily soiled/stained clothing or clothing that has come in contact with chemicals or noxious substances. Further, this benefit is limited to City issued clothing only.

24.13 Disputes regarding entitlements are subject to the grievance procedure.

24.14 The Employee is expected to wear clothing issued by the Employer on a regular basis and only while engaged in the work of the Employer. Identification "flashers" shall not be removed from such clothing.

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

25.1 The travel allowance paid per kilometre driven on the Employer's business will be the corporate rates in effect at the time the kilometres were driven. As per the corporate travel policy, the rates payable are based on the annual kilometres driven. It is understood the rate of reimbursement per kilometre may change during the term of this agreement however, the rate shall be the rate established by the Canada Revenue Agency, as approved by Council.

In addition, each Employee who is required by the Employer to present proof that their auto insurance has been endorsed for business purposes

shall be entitled to reimbursement of up to two hundred dollars (\$200) per year upon submission of receipt from their insurer.

- 25.2 The employer will provide bus passes and parking in accordance with City Policy.

## **26. EDUCATION**

- 26.1 The Employer agrees that courses made necessary in order to carry out a certain job by virtue of legislation passed by senior governments shall be given during normal working hours, or if this is impossible, any hours outside normal working hours, taken up in receiving instruction (including reasonable travel time to and from the course if the course is outside the geographic boundaries of the City of Hamilton), shall be paid for by the Employer at the Employee's standard rate and shall not be construed as hours of work for the purposes of overtime or pension pay. The Employer will reimburse the Employee for mileage as per article 25.2.

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

- 26.3 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.

- 26.4 Where requested by the Union, the Employer will provide reasonable access to existing bulletin boards in the workplace for the purpose of communicating with the membership.

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

## **27. JOINT HEALTH AND SAFETY COMMITTEE**

- 27.1 The Employer and the Union agree to recognize the Joint Health and Safety Committees and the right of the committees to represent the



Employees in all matters dealing with Health and Safety subject to the Occupational Health and Safety Act of Ontario 1990 RSO.

The joint Health and Safety Committees will operate under a base Terms of Reference negotiated between the parties and appended to this Collective Agreement as APPENDIX F. These Terms of Reference documents may be amended by mutual agreement of Departmental Health and Safety Sub-Committees to accommodate specific departmental needs provided that the amendments are acceptable to the principles authorized to bind the parties. All sub-committee Terms of Reference documents shall be appended to and form part of the base Terms of Reference document.

- 27.2 The Employer agrees no new substance, material, agent or chemical shall be introduced into the workplace environment without a complete review of its ingredients and/or properties, by the Joint Health and Safety Committee(s).

## **28. TRANSFERS**

### EMPLOYER INITIATED

- 28.1 Where the need arises to transfer Employees from one reporting location to another, the Employer shall respect the seniority of the affected Employees within the classification. The Employer shall provide the Union's Executive Administrator with the name(s) of any transferred employee(s) and the effective date(s) of transfer.
- 28.2 The Employer agrees that Stewards shall not be transferred from one reporting location to another unless the need for such transfer is reasonable and necessary to the efficient operation of the Employer's business.
- 28.3 The above provisions shall apply to transfers other than those brought about by vacation, absenteeism, or emergency situations.

### EMPLOYEE INITIATED

- 28.4 The Employer agrees that an Employee may request in writing to their Department Head a transfer from one reporting location to another for purposes that are reasonable and justified. Transfer requests are restricted to work areas under the jurisdiction of their particular Department Head. Transfer requests will maintain their original submission date, but must be renewed annually prior to January 31<sup>st</sup>.

Failure to renew a transfer request shall result in the request being deemed to have been abandoned. The Employee requesting the transfer must be able to perform the work required in the work area into which they wish to be transferred and transfers will be only allowed to the extent to which operational requirements permit.

Such a transfer shall be initiated upon a vacancy arising at the reporting location to which the Employee wishes to transfer. In the event that more than one Employee requests or has requested a transfer to the same reporting location, transfer requests will be honoured in the order in which they were submitted.

The Employee shall complete the transfer form in Appendix "H" and forward as per the instructions on the form. The Employee shall retain a copy of each transfer request. A signed copy shall be forwarded to the Union by the Employer upon receipt of the request.

- 28.5 Transfer requests will be honoured prior to the posting of any permanent vacancy, and will also be honoured prior to making any vacancy available to laid-off employees.

Nothing in the foregoing restricts the Employer's ability under article 3 to determine staffing complement in any way.

## **29. OPERATION OF VEHICLE**

- 29.1 Within each reporting location, senior qualified personnel shall operate vehicles and equipment provided that such senior personnel within their classification are available at the start of the shift or at any time during the shift that such vehicles or equipment must be operated.
- (a) Save and except for Winter Operations; within each reporting location, as defined in this Agreement, senior qualified personnel shall operate vehicles and equipment provided that such senior personnel within their classification are reasonably available at the beginning of the shift within the reporting location within the section.
  - (b) Employees who hold a class AZ driver's license will be paid a driving premium of eighty-five cents (\$0.85) per hour for the length of the shift, if assigned a duty that requires the AZ designation.

The assigned duty requires the employee to drive a truck while hauling a trailer (float) that exceeds the weight class of a DZ.

### **30. HEALTH AND WELFARE**

30.1 Each unit of a department shall provide First Aid equipment and such equipment shall be administered as provided under the regulations of The Workplace Safety and Insurance Act by an Employee duly trained in First Aid or by a St. John's Ambulance Course, or equivalent. A First Aid kit is to be supplied by the Employer to each mobile unit and in other appropriate locations of the Employer. The Employer shall abide by Regulation 1101 of the Workplace Safety and Insurance Act.

30.2 The Employer agrees to provide proper accommodation for all Employees to have their meals, proper washing-up facilities and suitable lockers for the storage and protection of clothing and lunches. A personal clean-up time of up to ten (10) minutes duration shall be allowed before lunch and quitting time. Employees shall not utilize this period to extend breaks, lunches or to leave work before the end of the workday.

### **30.3 TOOL ALLOWANCE**

A tool allowance will be paid on the twenty-fourth (24<sup>th</sup>) pay each year to each eligible maintenance employee provided he/she has worked at least nine (9) months in his/her group in the previous twelve (12) months. This allowance will be pro-rated over nine (9) months for any employee who has worked less than nine (9) months in the previous twelve (12) months.

- (a) The Manager of Fleet Maintenance will maintain a list of tools required for each classification. It is recognized that some classifications may require supplementary lists for specialized functions and others will require no tools.
- (b) Tool lists will be changed as required by the Manager of Fleet Maintenance and re-valued once each year using price lists available on March 31st. The value will be an average of Snap-On and one (1) other brand name price list chosen by the Manager of Fleet Maintenance.
- (c) The tool allowance shall be seven percent (7%) of the value of the applicable required tool list;
  - (i) providing the employee has maintained the required tools at his place of work during the year, and
  - (ii) can show receipts of purchase for at least the amount of the allowance.

Employees electing to receive a tool allowance as per this paragraph, Section 30.3(c), must notify the Manager of Fleet Maintenance in writing prior to November 1st.

- (d) Eligible maintenance employees may elect to be paid a tool allowance to be determined as follows in this paragraph. Providing the employee has maintained the required tools at his/her place of work during the year.
- (i) \$74.00 to those eligible in classifications:
- Apprentice, Small Equipment Technician, Welder, Machinist, Fleet Technician, Lead Hand Welder and Lead Hand Motor Technician.

Employees whose tool kit does not contain at least the required tools for the applicable classification will be paid a reduced pro-rated allowance based on the actual value as determined by the method used in Section 30.3(c) or Section 30.3(d).

The twelve (12) month period for tool allowance will be from November 1<sup>st</sup> of the previous year to October 31<sup>st</sup> of the current year.

## **31. EMPLOYEE HEALTH / RETURN TO WORK**

31.1 An Employee who has become incapable of fully performing their regular duties because of advancing years may be given preference for any vacant position for which they are considered to be competent to perform. The Employer shall meet to discuss with the Union prior to all such appointments.

### **31.2 RETURN TO WORK COMMITTEE**

The purpose and mandate of the Return to Work 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 Workplace Safety and Insurance Act and the Ontario Human Rights Code. The terms of reference for the Return to Work Committee shall be attached to the Collective Agreement as "Appendix G".

### **31.3 BRIDGING**

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

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

L.T.D The Employer agrees that it will continue sick benefit payment to those Employees who file for LTD until such time as the claim is decided. Such payment is conditional on the Employee taking every reasonable step to provide necessary medical support for the claim in a timely fashion. Further, such payment shall not take place unless the Employee signs the bridging contract and waiver form as provided by the Employer. Such form shall direct repayment of any funds advanced to cover the bridging period to be paid directly to the Employer. Approved Bridging forms will be supplied by the Employer and signed upon hiring. The Employer will ensure all Employees have had an opportunity to sign the appropriate bridging forms.

## **32. DURATION OF AGREEMENT**

- 32.1 Subject to sub-section (2) of this section, this Agreement shall remain in force and effect from and including the 1st day of January 2015 until the 31st of December 2018 and from year to year thereafter unless within a period of ninety (90) calendar days before the 31st of December in any year either party hereto gives notice in writing to the other party hereto of its desire to bargain with the view towards the renewal with or without modification of this Agreement or the making of a new Agreement.
- 32.2 The 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.

**SALARY SCHEDULE "A" – CUPE 5167 Inside & Outside Workgroup**

**SALARY SCHEDULE CUPE 5167 (INSIDE & OUTSIDE WORKGROUP)**

SALARY GRADE	JD ID NO.	UNION CODE	DEPT	POSITION TITLE	DAILY HOURS OF WORK	STEPS	EFFECTIVE	EFFECTIVE	EFFECTIVE	EFFECTIVE
							Jan 1/19 (1.6%)	Jan 1/20 (1.6%)	Jan 1/21 (1.6%)	Jan 1/22 (1.6%)
<b>A</b>	7152	C1	I	ARENA CLERK - PT	0 - 8	Step 1	16.694	16.961	17.233	17.509
	5549	C1	I	RECEPTIONIST - PT	0 - 7	Step 2	17.420	17.699	17.982	18.270
	6789	C1	I	SERVER - SACKVILLE	0-24	Step 3	18.146	18.436	18.731	19.031
<b>B</b>	5548	C1	I	ADMIN SUPPORT CLERK - PT	0-7	Step 1	19.967	20.286	20.611	20.940
	1861	C1	I	CARETAKER	7, 0 - 7	Step 2	20.835	21.168	21.507	21.851
	2753	C1	J	CARETAKER	7.75	Step 3	21.703	22.050	22.403	22.761
	235	C1	I	CARETAKER - FACILITIES	7.75					
	5520	C1	I	CHILDREN'S MUSEUM CLERK - PT	0 - 7					
	5070	C1	H	CLEANER (ANIMAL CONTROL)	0 - 7					
	569	C1	I	DUNDURN CASTLE CLEANER	7.75					
	732/2974	C1	H	GIFT SHOP CLERK	7, 0 - 7					
	997/6238	C1	D	MARKET CLEANER	8, 0 - 8					
	5532	C1	I	MUSEUM CLERK - PT	0 - 7					
				RECEPTIONIST, SMALL BUSINESS						
	5559	C1	I	ENTERPRISE CENTRE	7					
	6664	C1	H	RECORDS / CATALOGUE CLERK	7					
	6649	C1	H	RECORDS CLERK - CULTURE	7					
				RECORDS MANAGEMENT CLERK - RECORDS						
	1309	C1	A	CENTRE	7					
	1228	C1	I	RECREATION ASSISTANT - PT	0 - 7					
6981	C1	I	SENIOR RECEPTIONIST	7						
6788	C1	I	SHORT ORDER COOK	0 - 7						
<b>C</b>	A10811	C1	H	BATTLEFIELD MUSEUM CARETAKER	0 - 7	Step 1	23.063	23.432	23.808	24.189
	4013	C1	I	COMMUNITY HEALTH BUS DRIVER	7	Step 2	24.066	24.451	24.843	25.240
	445	C1	A	COURIER/MAIL CLERK	7	Step 3	25.069	25.470	25.878	26.292
	5112	C1	J	DATA ENTRY CLERK	7					
	488/6071	C1	D	DELIVERY CLERK	0 - 7.5,					

					7.5					
	7094	C1	M	DELIVERY CLERK (CHH)	0-7					
	7170	C1	J	DIVISIONAL ADMINISTRATIVE CLERK	0-7					
	6037	C5	J	LABOURER (ROADS)	8, 0 - 8					
	6725	C5	J	LABOURER (WASTE)	8, 0 - 8					
	7013	C1	A	MARKET CARETAKER	7					
	6608	C1	I	MENTAL HEALTH/OUTREACH & ADGS CLERK	0 - 7					
<b>C</b>	1114/1860	C1	I	NURSERY AIDE HOUSEKEEPER	7, 0 - 7	Step 1	23.063	23.432	23.808	24.189
	636	C1	I	OW FILE/ADMINISTRATIVE CLERK	7	Step 2	24.066	24.451	24.843	25.240
	6913	C1	M	PEST CONTROL PREPARATION CREW	7	Step 3	25.069	25.470	25.878	26.292
	A10924	C1	I	RECREATION DELIVERY CLERK	7					
	A10812	C1	I	STEAM MUSEUM CARETAKER	0 - 7					
	1761	C1	I	WHITEHERN MUSEUM CARETAKER	0 - 7					
<b>D</b>	3267	C5	I	ASSISTANT OPERATOR - PT	0 - 7	Step 1	24.820	25.217	25.621	26.031
	6883	C5	J	ASSISTANT STADIUM TECHNICIAN	8	Step 2	25.899	26.314	26.735	27.163
	6787	C1	D	FINANCIAL ASST III	7	Step 3	26.978	27.410	27.849	28.295
	6833	C1	M	FINANCIAL ASST III/CASHIER	7					
	5376	C1	D	FINANCIAL ASST III - RECEPTIONIST	7					
	2935	C1	I	INSTRUCTOR GUARD - PT	0-7					
	883	C1	H	LABOURER - PARKING	7					
	884/6345	C5	J	LABOURER/TRUCK DRIVER - CEMETERIES	8					
	886/6346	C5	J	LABOURER/TRUCK DRIVER - WWW	8					
	6658	C5	J	OPERATOR (PARKS)	8, 0 - 8					
	6036	C5	J	OPERATOR (ROADS)	8, 0 - 8					
	6737	C5	J	OPERATOR (WASTE)	8, 0 - 8					
	1415	C5	J	SHOP HELPER	8					
	6989	C1	J	SITE MAINTENANCE/CARETAKER	7.75					
	5336/6314	C5	J	WINTER LABOURER	8, 0 - 8					
<b>E</b>	4151	C1	D	ACCOUNTS PAYABLE VENDOR CLERK	7	Step 1	25.825	26.238	26.658	27.085
	21	C1	I	ADGS RECEPTIONIST/CLERK	7	Step 2	26.948	27.379	27.817	28.262
	2450	C1	D	ADMINISTRATIVE CLERK - CUSTOMER SERVICE	7	Step 3	28.071	28.520	28.976	29.440
	2483	C1	I	ADMINISTRATIVE CLERK - FIRE	7					
	5065	C1	H	ANIMAL CARE ATTENDANT I	8					

	135	C5	J	ASPHALT RAKER	8					
	1362	C5	J	ASPHALT ROLLER OPERATOR	8					
	2976	C1	H	BUILDING ENGINEERING & ZONING ADMIN CLERK	7					
	265	C5	J	CEMETERY GARDENER	8					
	561	C1	J	CITY HALL CARETAKER	7.75					
	6288	C1	I	CLERK/RECEPTIONIST (CHILD & ADOLESCENT SERVICES)	7					
<b>E</b>	4009	C5	J	CONCRETE FINISHER	8	Step 1	25.825	26.238	26.658	27.085
	7197	C1	D	COURIER/PRINT & MAIL CLERK	7	Step 2	26.948	27.379	27.817	28.262
	4109	C1	I	DATA CLERK - AMBULANCE	7	Step 3	28.071	28.520	28.976	29.440
	6666	C1	I	DENTAL CLINIC LAB ASSISTANT	7					
	2572	C1	I	DISTRICT SUPPORT CLERK	7					
	209	C1	H	DOCUMENTS MANAGEMENT CLERK	7					
	2937	C1	I	DUTY GUARD (PT)	7					
	5057	C1	A	ELECTIONS CLERK	7					
	7070	C1	J	FACILITIES CLERK	7					
	1386	C1	J	FIRE PREVENTION SECRETARY						
	715	C5	J	GARAGE ATTENDANT	8					
	2767	C1	I	GARDEN DEMONSTRATOR	0 - 7					
	6035/6317	C5	J	HEAVY EQUIPMENT OPERATOR	8, 0 - 8					
				HISTORICAL INTERPRETER - GRIFFIN						
	6059	C1	I	HOUSE	0 - 7					
	4022	C1	I	HISTORICAL INTERPRETER - BATTLEFIELD	0 - 7					
	794	C1	I	HISTORICAL INTERPRETER - DUNDURN	0 - 7					
	795	C1	I	HISTORICAL INTERPRETER - MILITARY	0 - 7					
	797	C1	I	HISTORICAL INTERPRETER - WHITEHERN	0 - 7					
				HYDRAULIC BACKHOE OPERATOR -						
	821	C5	J	CEMETERY	8					
	6187/1110	C1	I	MUSEUM SUPPORT CLERK	7, 0 - 7					
	1158	C1	H	PARKING METER SERVICER	7					
	1376	C1	D	PENSIONS CLERK II	7					
<b>E</b>	1304	C1	D	RECEPTION - PROCUREMENT	7	Step 1	25.825	26.238	26.658	27.085
	1630	C1	I	RECEPTIONIST/CLERK	7	Step 2	26.948	27.379	27.817	28.262
	6080	C1	H	RECEPTIONIST/CLERK (P&ED)	7	Step 3	28.071	28.520	28.976	29.440
	5463	C1	I	RECEPTIONIST-DENTAL CLINIC	7					
	A10081	C1	I	RECEPTIONIST/CLERK-HSO (HEALTHY SMILES ONTARIO)	7					
	A9287	C1	I	RECEPTIONIST-PUBLIC HEALTH SERVICES	7					
	787	C1	I	SEXUAL HEALTH CLINIC RECEPTIONIST	7					
	5069	C1	H	SHELTER ASSISTANT	8					



473	C1	I	SPORT SUPPORT CLERK	7
A8005	C1	I	SUBSIDY CLERK - RECREATION	7
1733	C1	J	VAULTKEEPER/PRINT ROOM OPR	7
5335	C5	J	WINTER OPERATOR	8, 0 - 8

<b>F</b>	4039	C1	D	ACCOUNTING CLERK	7	Step 1	27.732	28.176	28.627	29.085
	622	C1	D	ACCOUNTS PAYABLE CLERK	7	Step 2	28.938	29.401	29.871	30.349
	2	C1	D	ACCOUNTS RECEIVABLE PROCESSING CLERK	7	Step 3	30.144	30.626	31.116	31.614
	2800	C1	J	ADMIN SECTY - ASSET MGMT	7					
	2975	C1	H	ADMIN SECTY - BUSINESS DEVELOPMENT & URBAN RENEWAL	7					
	2724	C1	I	ADMIN SECTY - CITY WIDE SERVICES	7					
	2311	C1	J	ADMIN SECTY - COMPLIANCE AND REGULATIONS	7					
	A8504	C1	H	ADMIN SECTY - TOURISM & EVENTS/PUBLIC ART & PROJECTS	7					
	4085	C1	I	ADMIN SECTY - CREATIVE INDUSTRIES AND CULTURAL DEVELOPMENT	7					
	2808	C1	J	ADMIN SECTY - CUSTOMER SERVICE AND COMMUNITY OUTREACH	7					
	2696	C1	J	ADMIN SECTY - DESIGN	7					
	5043	C1	H	ADMIN SECTY - DEVELOPMENT & COMMUNITY PLANNING	7					
	2750	C1	J	ADMIN SECTY - FACILITIES	7					
	A10648	C1	J	ADMIN SECTY-GENERAL MANAGERS OFFICE (PED)	7					
	A10289	C1	J	ADMIN SECTY - GEOMATICS AND CORRIDOR MANAGEMENT	7					
	2729	C1	J	ADMIN SECTY - FORESTRY AND HORTICULTURE	7					
	A8648	C1	H	ADMIN SECTY - HERITAGE RESOURCE MANAGEMENT	0-7					
	2143	C1	J	ADMIN SECTY - LANDSCAPE ARCHITECTURAL SERVICES	7					
	2801	C1	J	ADMIN SECTY - OPERATIONS & WASTE MANAGEMENT	7					
	A8461	C1	H	ADMIN SECTY - POLICY AND COMMUNITY PLANNING	7					
	5278	C1	H	ADMIN SECTY - REAL ESTATE	7					

	A5764	C1	H	ADMIN SECTY - TOURISM	7					
	2695	C1	J	ADMIN SECTY - CONSTRUCTION	7					
	A8652	C1	J	ADMIN SECTY - TRAFFIC OPERATIONS	7					
<b>F</b>	5441	C1	J	ADMIN SECTY - TREATMENT PLANT	7	Step 1	27.732	28.176	28.627	29.085
	2234	C1	J	ADMIN SECTY - WATER DIST & WW COLLECTION	7	Step 2	28.938	29.401	29.871	30.349
	A9637	c1	J	ADMIN SECTY - WATER & WASTEWATER PLANNING & CAPITAL	7	Step 3	30.144	30.626	31.116	31.614
	A9408	C1	J	ADMIN SECTY - WATERFRONT DEVELOPMENT & PROGRAM & POLICY	7					
	633	C1	H	BUILDING DIVISION ASSISTANT	7					
	5577	C1	I	COLLECTIONS ASSISTANT	0 - 7					
	7144	C1	H	COLLECTIONS ASSISTANT-RECORDS MANAGEMENT	7					
	6974	C1	M	CONTRACTS INSPECTOR - CHH	7					
	83	C1	H	CONSTRUCTION CLERK	7					
	393/4067	C1	I	COOK - DAY CARE CENTRE	7, 0 - 7					
	2421/6127	C1	D	CUSTOMER CONTACT CENTRE REPRESENTATIVE	7, 0 - 7					
	3624/6281	C1	D	CUSTOMER SERVICE REP	7, 0 - 7					
	2184, 2214	C1	D	CUSTOMER SERVICES REP II - CASH RECEIPTS	7, 0 - 7					
<b>F</b>	483 (1370)	C1	I	DATA SUPPORT CONTROL CLERK	7	Step 1	27.732	28.176	28.627	29.085
	5461	C1	I	DENTAL CLERK - SCHOOL	7	Step 2	28.938	29.401	29.871	30.349
	1771	C1	H	DEVELOPMENT CLERK - DEVELOPMENT	7	Step 3	30.144	30.626	31.116	31.614
	573	C1	I	EDUCATION INTERPRETER	0 - 7					
	581	C1	I	ELIGIBILITY REVIEW CLERK	7					
	1347/2025	C5	J	FACILITY OPERATOR CERTIFIED* FACILITIES OPERATIONS & MAINTENANCE	8					
	5582	C1	J	ASSISTANT-CORPORATE	7					
	723	C5	J	GARDENER II	8					
	7145	C5	J	GARDENER II/FORESTRY ASSISTANT	8					
	6191	C5	I	GOLF COURSE TECHNICIAN	8					
	7126	C1	J	HANDYPERSON-PROPERTY MAINTENANCE	8					
	A10595	C1	I	HCD - ISCIS ADMINISTRATOR	7, 0-7					
	788	C1	I	HEALTHY SEXUALITY CLINIC COORDINATOR	7					
	1260	C1	J	HELP DESK OPERATIONS CLERK	7					
	4142(A)	C1	I	HES ADMIN/UNIFORM CLK	7					
	7228	C1	H	HISTORICAL INTERPRETER- COLLECTIONS MAINTENANCE (STEAM)	7					
	796	C1	H	HISTORICAL INTERPRETER - STEAM	0 - 7					

	A10975	C1	I	HOUSING ACCESS CLERK	7					
	5286	C1	D	HOUSING ACCOUNTS PAYABLE CLERK	7					
F	2717	C1	M	HOUSING ADMINISTRATION CLERK HOUSING OPERATIONS ADMINISTRATIVE	7	Step 1	27.732	28.176	28.627	29.085
	5394	C1	M	ASST.	7	Step 2	28.938	29.401	29.871	30.349
	392	C1	I	INTERPRETER/COOK/DEMONSTRATOR	7	Step 3	30.144	30.626	31.116	31.614
	2034	C1	I	IPHIS ADMINISTRATOR	7					
	1371	C1	I	iRIS ADMINISTRATOR	7					
	7156	C1	J	LOCATE CLERK	7					
	6733	C1	I	LOGISTICS TECHNICIAN - HPS MATERIAL RECYCLING FACILITY	7.5					
	6306	C5	J	ATTENDANT MUNICIPAL SERVICE CENTRE	8					
	2448	C1	D	REPRESENTATIVE	0 - 7, 7					
	A11357	C1	I	ONTARIO WORKS CLERK	7					
	A11400	C1	I	ONTARIO WORKS CLERK - BILINGUAL	7					
	1649	C1	I	ONTARIO WORKS TEAM CLERK	7					
	481	C1	I	OW DATA CENTRE CLERK PARKING ENFORCEMENT & SCHOOL	7					
	2868	C1	H	SAFETY CLERK	7					
	A8475	C1	M	PEST CONTROL CLERK	7					
	A9184	C1	H	PLANS EXAMINATION SECRETARY	7					
	1215	C1	D	PRINT & MAIL CLERK	7					
	1117/2812 (2316)	C1	I	PROGRAM SECRETARY	7, 0 - 7					
F	A7798	C1	I	PROGRAM SECRETARY - ADDICTION SERVICES INITIATIVES	7	Step 1	27.732	28.176	28.627	29.085
	2861	C1	I	PROGRAM SECRETARY - HOMELESSNESS, POLICY & PROGRAMS	7	Step 2	28.938	29.401	29.871	30.349
	22	C1	I	PROGRAM SECTY/POLICY & PROGRAM DEVELOPMENT	7	Step 3	30.144	30.626	31.116	31.614
	A9638	C1	I	PROGRAM SECRETARY - PH	7					
	2028	C1	J	PROPERTY ADMINISTRATION CLERK	7					
	A9638	C1	I	PROGRAM SECRETARY - PH	7					
	2028	C1	J	PROPERTY ADMINISTRATION CLERK PUBLIC HEALTH INFORMATION	7					
	6946	C1	I	MANAGEMENT ADMINISTRATOR	7					
	6791	C1	H	QUALITY CONTROL PROCESSING CLERK	7					
	6609	C1	I	RECEPTIONIST/CLERK - FIRST PLACE	7					
	3618	C1	M	RECEPTIONIST/CLERK - HOUSING	7					
	6742	C1	I	RECEPTIONIST/CLERK - HOUSING SERVICES	7					

	1308	C1	A	RECORDS & INFORMATION MANAGEMENT CLERK	7					
	3622	C1	M	RENT SUPPLEMENT/LEASING CLERK (HOUSING)	7					
	1298	C1	H	REVENUE CONTROL CLERK	7					
	2064	C1	A	SECRETARY - ELECTIONS	7					
	41	C1	A	SECRETARY - LEGISLATIVE	7					
<b>F</b>	1450	C1	D	SENIOR ACCOUNTS RECEIVABLE CLERK	7	Step 1	27.732	28.176	28.627	29.085
	A9068	C1	I	SPECIAL SUPPORTS TEAM CONTROL CLERK	7	Step 2	28.938	29.401	29.871	30.349
	1441	C1	J	SPECIFICATIONS CLERK SPECIFICATIONS CLERK FACILITIES	7	Step 3	30.144	30.626	31.116	31.614
	7101	C1	J	CONSTRUCTION & COMPLIANCE	7					
	6881	C1	J	STADIUM TECHNICIAN	8					
	7163	C1	J	STOREFRONT CLERK	7					
	1560	C1	I	SUPPORT SERVICES CLERK I	7					
	644	C1	I	TEAM CLERK - FAMILY SUPPORT UNIT TEAM CLERK - RESIDENTIAL CARE	0 - 7					
	2068/6309	C1	I	FAC/EMERG SHELTERS	7, 0 - 7					
	1713	C5	J	TRUCK DRIVER - WATER MAINTENANCE OIT	8					
	784	C1	I	VACCINE INVENTORY CLERK	7					
	665	C1	J	VEHICLE OPERATIONS CLERK	7					
	444	C1	A	VITAL STATISTICS RECORDS CLERK	7					
	1366/6333	C5	J	WASTE COLLECTION OPERATOR	8, 0 - 8					
	7164	C1	J	WATER OPERATIONS CLERK	7					
	1764	C5	J	YARD ATTENDANT - DISTRICT	8					
<b>G</b>	7150	C1	H	ANIMAL INTAKE AND CARE ASSISTANT	8	Step 1	29.672	30.147	30.629	31.119
	2712	C1	H	BY-LAW CLERK	7	Step 2	30.962	31.457	31.960	32.472
	266 (267)	C1	J	CEMETERY SERVICES COORDINATOR	7	Step 3	32.252	32.768	33.292	33.825
	294/957	C1	I	CHILD & ADOLESCENT SECRETARY	7, 0 - 7					
	74	C1	I	CLINIC ADMINISTRATIVE COORD	7					
	4088	C1	A	COLLECTIONS CLERK	7					
	338	C1	J	COLLISION ANALYST	7					
	6374/6123	C1	D	CUSTOMER CONTACT CENTRE DISPATCHER CUSTOMER CONTACT CENTRE	7, 0 - 7					
	6354	C1	D	DISPATCHER/REP	7					
	7104	C1	H	CUSTOMER SERVICE ADMINISTRATOR	7					

	2845	C1	J	CUSTOMER SERVICE & DATA CLERK	7					
				CUSTOMER SRVCS REP -						
	4086	C1	D	PARKING/ENFORCEMENT	7					
	5462/5501	C1	I	DENTAL ASSISTANT - CLINIC	7, 0 - 7					
	548	C1	I	DISPATCHER (HELPING HANDS)	7					
	7001	C1	J	DOCUMENTS CONTROL CLERK LRT	7					
	4123	C1	A	ELECTIONS OFFICER	7					
	6912	C1	M	EXTERMINATOR-CHH	7					
	475	C1	J	FACILITIES SERVICES COORDINATOR	7					
				FACILITY BOOKING COORDINATOR-TIM						
	7143	C1	J	HORTON'S FIELD	7					
	2885	C1	D	FINANCIAL ASSISTANT II	7					
<b>G</b>	A7302	C1	M	FINANCIAL ASSISTANT II - CHH	7	Step 1	29.672	30.147	30.629	31.119
	667	C1	J	FLEET ADMINISTRATIVE COORDINATOR	7	Step 2	30.962	31.457	31.960	32.472
	7121	C1	J	FLEET CONTRACT CLERK	7	Step 3	32.252	32.768	33.292	33.825
	7000	C1	J	FLEET CONTRACT COORDINATOR	7					
	722 / {722B}	C5	J	GARDENER I	8					
				HERITAGE FACILITY MAINTENANCE						
	7079	C1	H	REPAIRPERSON	7.75					
	6165 / {4142B}	C1	I	HES MECHANICAL ADMIN PARTS CLK	7					
				HYDRAULIC BACKHOE EXCAVATOR WATER						
	820	C5	J	WASTEWATER OPERATOR OIT	8					
	7137	C1	I	KRONOS TESTING ADMINISTRATOR	7					
				LANDSCAPER - FORESTRY &						
	900	C5	J	HORTICULTURE	8					
	917	C5	J	LEAD HAND - CEMETERY	8					
	4093	C5	J	LEAD HAND - COLLECTIONS	8					
	6192	C5	I	LEAD HAND GOLF COURSES	8					
	1444	C5	J	LEAD HAND SPORTS GROUNDSKEEPER	8					
	916	C5	J	LEAD HAND/OPERATOR-ROADS	8					
				LEAD HAND/TRUCK DRIVER - PARKS						
	912	C5	J	MAINTENANCE	8					
	963	C1	I	LIFEGUARD I	7.75					
<b>G</b>	992	C1	H	MAINTENANCE PERSON - PARKING	7	Step 1	29.672	30.147	30.629	31.119
	5067	C1	H	OPERATIONS CLERK - ANIMAL CONTROL	8	Step 2	30.962	31.457	31.960	32.472
	1287	C1	J	OPERATIONS SERVICES REP	7	Step 3	32.252	32.768	33.292	33.825
	7165	C1	J	OPERATIONS SUPPORT COORDINATOR	7					
				OW PROGRAM COMMUNICATIONS						
	576	C1	I	SECRETARY	7					
	2769/6176	C1	I	PARAMEDIC STAFF SCHEDULER	8, 0 - 8					

	1155	C1	H	PARKING CONTROL OFFICER	7.75					
	5398	C1	H	PARKING CONTROL OFFICER (PRIVATE PROPERTY)	7.75					
	2169	C1	D	PAYROLL CLERK	7					
	1176	C1	D	PENSIONS CLERK I	7					
	249	C5	J	PLAY EQUIPMENT/COURT INSPCT REPAIR	8					
	6911	C1	D	PROCUREMENT CONTRACT COORDINATOR	7					
	5460	C1	D	PROCUREMENT COORDINATOR	7					
	4021	C1	I	PROGRAM COORD - FIELDCOTE	7, 0 - 7					
	1352	C5	J	ROAD PATROLLER	8					
	7155	C1	J	SCHEDULER/DISPATCHER	7					
	1419	C5	J	SIGNS & MARKING SPECIALIST	8					
	1424	C5	J	SMALL EQUIPMENT REPAIRER - FORESTRY & HORTICULTURE	8					
	17	C1	I	SPECIAL SUPPORTS PAYMENT CLERK	7					
	7232	C1	D	TAXATION BUSINESS ASSISTANT	7					
	6940	C1	H	TOURISM COORDINATOR	7					
	1671	C1	H	TOWING OFFICER - PARKING	7.75					
	4078	C5	J	TRENCHLESS TECH. SPECIALIST - HYDROVAC EXCAVATOR	8					
	7202	C5	J	TROPICAL GREENHOUSE GARDENER I	8					
<b>H</b>	6	C1	D	ACCOUNT OFFICER	7	Step 1	32.505	33.025	33.553	34.091
	7149	C1	H	ANIMAL SERVICES ADMINISTRATOR	8	Step 2	33.919	34.462	35.012	35.573
	706	C5	J	ARBORIST II	8	Step 3	35.332	35.897	36.471	37.055
	161	C1	D	ASSISTANT SEC LAND DIVISION CTEE	7					
	175	C1	J	AUTOMOTIVE PARTS CLERK	8					
	6917	C1	H	BUILDING DIVISION ENFORCEMENT ASSISTANT	7					
	239	C1	J	BUILDING MAINTENANCE COORDINATOR	8					
	3613	C1	M	CITYHOUSING MAINTENANCE SERVICER	8					
	2134	C1	A	COURT ADMINISTRATION CLK	7					
	6358	C1	A	COURT ADMINISTRATION CLK (BILINGUAL)	7					
	2182	C1	D	CUSTOMER SERVICE REPRESENTATIVE - TAXATION	7, 0-7					
	6019 / (1117F)	C1	I	DESKTOP PUBLISHER	7					
<b>H</b>	7122	C1	I	DESKTOP PUBLISHER - RECREATION DEVELOPMENT APPLICATION INTAKE	7	Step 1	32.505	33.025	33.553	34.091
	7179	C1	H	COORDINATOR	7	Step 2	33.919	34.462	35.012	35.573
	6720	C5	J	DISTRICT INVESTIGATOR PARKS	8	Step 3	35.332	35.897	36.471	37.055

5567	C5	J	DISTRICT INVESTIGATOR ROADS	8					
824	C1	A	DOCUMENT IMAGING COORDINATOR	7					
2337	C1	I	HCD ISCIS SPECIALIST	7					
73	C1	I	HERITAGE PRESENTATION COORDINATOR	7					
7378	C1	I	HOUSING SERVICES CASE AIDE INVENTORY AND FLEET CLERK (HAMILTON WATER)	7					
5258	C5	J		8					
2876	C1	J	LABORATORY SERVICES OFFICER	7					
6749	C1	H	LICENCING ADMINISTRATOR	7					
3614	C1	M	MAINTENANCE REPAIRPERSON - HOUSING	7					
6200	C1	I	MILITARY MUSEUM COORDINATOR	7					
A11401	C1	I	ONTARIO WORKS CASE AIDE - BILINGUAL	7					
6310	C1	I	ONTARIO WORKS CASE AIDE	7					
<b>H</b> 1145	C1	J	OPERATOR (CUP)	8	Step 1	32.505	33.025	33.553	34.091
566	C1	H	PARKING INVESTIGATOR	7	Step 2	33.919	34.462	35.012	35.573
775	C5	J	PROPERTY MAINTENANCE INVESTIGATOR	8	Step 3	35.332	35.897	36.471	37.055
3625	C1	D	PURCHASING OFFICER - HOUSING	7					
6110	C1	J	QUALITY ASSURANCE ANALYST	7					
1338	C1	J	RESEARCHER/COPYWRITER	7					
2967	C1	J	RESTORATIONS TECHNICIAN	7					
1418	C1	J	SIGN FABRICATOR	7					
1435	C1	I	SPECIAL SUPPORTS CASE AIDE	7					
1349	C5	I	SR FACILITY OPERATOR	8					
6882	C5	J	STADIUM MAINTENANCE COORDINATOR	8					
6684	C1	I	SUBSIDY ADMINISTRATOR	7					
1361	C1	J	SURVEY ASSISTANT	7					
1643	C1	D	TAX CONTROL CLERK	7					
7195	C1	J	TRAFFIC OPERATIONS CLERK	7.75					
7103	C1	H	VISITOR CENTRE COORDINATOR WASTE COLLECTIONS OPERATIONS OFFICER	7					
6495	C1	J	WASTEWATER AND STORMWATER COLLECTION SYSTEM OPERATOR	8					
2817	C1	J		8					
1754	C1	J	WATER METER TECHNICIAN	8					

<b>I</b> 5061	C1	H	ANIMAL CONTROL OFFICER	8	Step 1	31.534	32.038	32.551	33.072
705	C5	J	ARBORIST I	8	Step 2	32.967	33.494	34.031	34.575
6395	C1	D	BUSINESS SUPPORT SERVICES ANALYST	7	Step 3	34.401	34.951	35.510	36.079

	3619	C1	M	CAPITAL WORKS ADMIN COORD CAPITAL WORKS ADMIN COORD (CULTURE)	7	Step 4	35.834	36.407	36.990	37.582
	6599	C1	I	(PT)	0 - 7					
	252	C1	H	CARTOGRAPHIC TECHNICIAN	7					
	7086	C1	J	CLEAN AND GREEN COORDINATOR CMMS MAINTENANCE PLANNER	7					
	6267	CI	J	SCHEDULER	8					
	5420	C1	D	COLLECTIONS OFFICER	7					
	5287	C1	D	COLLECTIONS OFFICER (F&A)	7					
	382	C1	J	CONSTRUCTION TECHNICIAN	8					
	2135	C1	D	COURT REPORTER	7					
	A11072	C1	D	COURT REPORTER - BILINGUAL	7					
	2851	C1	J	CUSTOMER SERVICE COORDINATOR	7					
	5412	C1	D	DEVELOPMENT FINANCIAL OFFICER DISTRICT SUPPORT COORDINATOR	7					
	7190	C1	I	(RECREATION) ENVIRONMENTAL PLANNING SUPPORT	7					
	765	C1	J	TECHNICIAN	7					
	620	C1	D	EXTERNAL DISBURSEMENTS CLERK	7					
	3451	C5	J	FACILITY MAINTENANCE TECHNICIAN	8					
	2733	C1	D	FINANCIAL OFFICER POA	7					
I	6293	C1	J	FLEET TECHNICIAN-LIGHT DUTY VEHICLE	8	Step 1	31.534	32.038	32.551	33.072
	709	C5	J	FORESTRY INVESTIGATOR	8	Step 2	32.967	33.494	34.031	34.575
	2966	C1	J	GEOMATICS TECHNOLOGIST	7	Step 3	34.401	34.951	35.510	36.079
	6836	C1	H	HERITAGE PROJECT COORDINATOR	7	Step 4	35.834	36.407	36.990	37.582
	5578	C1	I	HISTORIC GARDEN COORDINATOR	7					
	5576	C1	I	HISTORIC KITCHEN COORDINATOR INDIGENOUS ENGAGEMENT & INTIATIVES	7					
	7231	C1	I	COORDINATOR INFRASTRUCTURE PLANNING SUPPORT	7					
	A7927	C1	I	TECHNICIAN	7					
	6870	C1	M	KNOWLEDGE MANAGEMENT LIAISON	7					
	878	C1	H	LABORATORY TECHNICIAN II	7					
	6686	C1	M	MAINTENANCE ADMINISTRATOR	7					
	1097	C5	I	MAINTENANCE SERVICER-POOLS	8					
	6864	C1	M	MAINTENANCE STAFF SCHEDULER	7					
	3262	C5	J	MAINTENANCE WORKER	8					
	7153	C1	J	OUTREACH COORDINATOR	7					
	1169	C1	D	PAYROLL DATA REVIEW OFFICER	7					
	2930	C1	H	PLANNING TECHN II - OFFICIAL PLAN	7					



I	1196	C1	H	PLANNING TECHNICIAN II - COMM PLNG	7	Step 1	31.534	32.038	32.551	33.072
				PLANNING TECHNICIAN II-STAGING						
	A11249	C1	H	DEVT/LEGISLATIVE APPROVALS	7	Step 2	32.967	33.494	34.031	34.575
	5424	C1	H	PLANNING TECHNICIAN II - ZONING BYLAW	7	Step 3	34.401	34.951	35.510	36.079
	7208	C1	D	PROCUREMENT DATA ANALYST	7	Step 4	35.834	36.407	36.990	37.582
				PROPERTY MANAGEMENT ASSISTANT -						
	3612	C1	M	HOUSING	7					
				QUALITY CONTROL TECHNICIAN-						
	A10058	C1	J	LANDSCAPE ARCHTECTURAL SERVICES	7					
	7107	C1	H	RABIES COORDINATOR	8					
	1232	C1	I	RECREATION COORDINATOR	7					
	A11632	C1	I	RECREATION COORDINATOR - ASAC	7					
				RECREATION COORDINATOR - CAMP &						
	A10502	C1	I	SUPIE	7					
				RECREATION COORDINATOR -						
	A10262	C1	I	GRANTS/PARTNERSHIPS	7					
	7031	C1	I	RECREATION COORDINATOR - INCLUSION	7					
				RESIDENCIES ADMINISTRATION						
	7108	C1	M	REPRESENTATIVE (CHH)	7					
	1353	C1	J	ROAD PROGRAMMING TECHNICIAN	7					
	1330	C1	I	RPN (HEALTH)	7					
	6397	C1	D	SERVICE DESK TECHNICIAN	7					
	2763	C1	I	SPORT SPECIALIST	7					
	2133	C1	D	SR COURT ADMINISTRATION CLK	7					
	170/1863	C1	I	TEACHER	7, 0 - 7					
	5288	C1	M	TENANT PLACEMENT REPRESENTATIVE	7					
	5099	C1	I	TOBACCO ENFORCEMENT OFFICER	7					
			TRAINING COORDINATOR (ACCESS &							
6174	C1	I	EQUITY)	0 - 7						
5071	C1	H	VETERINARIAN TECHNICIAN	8						
5098	C1	J	WATER DISTRIBUTION OPERATOR**	8						
JA	6950	C5	J	FLEET TECHNICIAN 310T APPRENTICE (wages as per LoU)	8	Step 1	27.006	27.438	27.877	28.323
						Step 2	28.935	29.398	29.868	30.346
						Step 3	30.864	31.358	31.859	32.369
						Step 4	32.793	33.317	33.850	34.392
						Then to step 2 of grade J once Trade Licence is obtained				

J	A9382	C1	J	ACCOMMODATIONS AND DESIGN TECHNICIAN	7	Step 1	33.950	34.493	35.045	35.606	
	6714	C1	I	ADULT DAY PROGRAM CLINICAL LEADER	0 - 7	Step 2	35.494	36.061	36.638	37.224	
	2210	C1	D	APPEALS/REGISTRATION OFFICER	7	Step 3	37.037	37.629	38.231	38.843	
	7382	C1	J	CEMETERIES MARKETING AND FAMILY SERVICES COORDINATOR	7	Step 4	38.580	39.197	39.824	40.461	
	6522	C1	I	CHILD CARE SYSTEMS PROGRAM ANALYST	7						
	2884	C1	A	COLLECTIONS COORD - POA	7						
	1749	C1	J	COMMUNITY PROGRAM ANALYST	7						
	7087	C1	J	COMMUNITY PROGRAM ANALYST- ENVIRONMENTAL SERVICES	7						
	3617	C1	M	COMMUNITY DEVELOPMENT COORD - HOUSING	7						
	7136	C1	I	COMMUNITY ENGAGEMENT COORDINATOR	7						
	2218	C1	J	COMMUNITY OUTREACH EDUCATOR	7						
	5095	C1	J	CONTRACT TECHNICIAN - COLLECTION OPERATIONS	8						
	1748	C1	J	CONTRACT TECHNICIAN - TRANSFER	8						
	443	C1	D	CORPORATE REPORTING OFFICER	7						
	2070	C1	I	DATA ANALYST	7						
	5465/5502	C1	I	DENTAL HYGIENIST - CLINIC	7, 0 - 7						
	5102	C1	J	ENVIRONMENTAL MONITORING TECHNICIAN	7						
	5464	C1	I	DENTAL HYGIENIST - COMMUNITY	7						
	4036	C1	H	DEVELOPMENT ADMINISTRATOR	7						
	7091	C1	J	EMERALD ASH BORER (EAB) COORDINATOR	7						
	666	C1	J	ENERGY SYSTEMS AND SUPPLY COORDINATOR	7						
	6846	C1	J	FACILITY MAINTENANCE TECHNICIAN - ELECTRICIAN	8						
	J	6225	C1	J	FACILITIES PREVENTATIVE MAINTENANCE COORDINATOR	8	Step 1	33.950	34.493	35.045	35.606
		2742	C1	D	FINANCIAL ASSISTANT I	7	Step 2	35.494	36.061	36.638	37.224
		A7285	C1	M	FINANCIAL ASSISTANT I - CHH	7	Step 3	37.037	37.629	38.231	38.843
		5290	C1	J	FLEET AND CONTRACTS ANALYST	7	Step 4	38.580	39.197	39.824	40.461
		1081	C5	J	FLEET TECHNICIAN (prev Motor Mechanic I)	8					
2624		C1	D	GIS PLANNING TECHNICIAN	7						
7172		C1	I	HOUSING SUPPORTS WORKER	7						
7343		C1	M	HVAC TECHNICIAN - CHH	8						

	15	C1	D	INTERMEDIATE ACCOUNTING ANALYST	7					
	A9202	C1	M	NORTHGATE SUPPORT TECHNICIAN	7					
	1124	C1	I	ONTARIO WORKS WORKER II	7					
	A7033	C1	J	ONTARIO WORKS WORKER II - BILINGUAL	7					
	A7744	C1	J	OPERATIONS TECHNICIAN	7					
	2042	C1	D	PARKING EQUIPMENT TECHNICIAN	7					
	1175	C1	D	PENSIONS ANALYST	7					
<b>J</b>	2706	C1	H	PERMIT APPLICATIONS SPECIALIST	7	Step 1	33.950	34.493	35.045	35.606
	A10282	C1	M	PLANNING & POLICY COORDINATOR (CHH) PLANT MAINTENANCE MECHANICAL	7	Step 2	35.494	36.061	36.638	37.224
	7225	C1	J	PLANNER	8	Step 3	37.037	37.629	38.231	38.843
	2958	C1	J	PLUMBER - BUILDINGS PMATS PLANNER ELECTRICAL AND	8	Step 4	38.580	39.197	39.824	40.461
	7226	C1	J	INSTRUMENTATION	8					
	1449	C1	D	PROCUREMENT & DISBURSEMENT ANALYST PROGRAM COORDINATOR, CREATIVE	7					
	6835	C1	H	INDUSTRIES PROGRAM COORDINATOR - CULTURAL	7					
	7032	C1	H	DEVELOPMENT PROGRAM COORDINATOR, STRATEGIC	7					
	6000	C1	J	PLANNING PROGRAM & POLICY ADVISOR,	7					
	7141	C1	I	IMMIGRATION PARTNERSHIP PROJECT CO-ORDINATOR (CUSTOMER	7					
	6230	C1	D	CONTACT CENTRE) PROJECT CO-ORDINATOR (FORESTRY AND	7					
	6920	C1	J	HORTICULTURE)	7					
	3621	C1	M	PROMOTIONAL MARKETING OFFICER	7					
	1290	C1	H	RADIO TECHNICIAN	7					
<b>J</b>	1322	C1	J	REFRIGERATION A/C TECHNICIAN	8	Step 1	33.950	34.493	35.045	35.606
	A7405	C1	I	RESEARCH ASSISTANT	7, 0 - 7	Step 2	35.494	36.061	36.638	37.224
	1647/1648	C1	I	RESOURCE TEACHER ROADS MAINTENANCE INFRASTRUCTURE	7, 0 - 7	Step 3	37.037	37.629	38.231	38.843
	A7742	C1	J	TECHNICIAN	7	Step 4	38.580	39.197	39.824	40.461
	6621	C1	D	SERVICE DESK ANALYST	7					
	1554, 1812	C1	I	SUBSIDY ELIGIBILITY WORKER	7, 0 - 7					
	7160	C1	D	TAX REGISTRATION OFFICER TECHNICIAN - LANDSCAPE ARCHITECTURAL	7					
	6045	C1	J	SERVICES	7					
	1692	C1	K	TRAFFIC SIGNAL SPECIALIST	7.75					
	5498	C1	J	URBAN FORESTRY PROTECTION	8					

				COORDINATOR						
	5402	C1	J	VEHICLE SERVICE CO-ORDINATOR	8					
	7203	C1	J	WASTE COLLECTIONS/PARKS BYLAW OFFICER	0-7					
	6877	C1	J	WATER METER TECHNICIAN/INVESTIGATOR	8					
<b>K</b>	6356	C1	D	ACCESS & EQUITY POLICY ADVISOR	7	Step 1	35.952	36.527	37.111	37.705
				ACTIVITY PLANNING SYSTEM						
	A7772	C1	J	COORDINATOR	7	Step 2	37.586	38.187	38.798	39.419
	6241	C1	J	BACKFLOW PREVENTION OFFICER	7	Step 3	39.220	39.848	40.485	41.133
	206	C1	D	BUDGETS OFFICER	7	Step 4	40.854	41.508	42.172	42.847
				BUILDING AUTOMATION & CONTROLS						
	6738	C1	J	TECHNOLOGIST	8					
	597	C1	J	CAPITAL BUDGET COORDINATOR	7					
				CAPITAL BUDGET COORDINATOR-WATER						
	7377	C1	J	PMO	7					
	7383	C1	H	CULTURE LEGEND COORDINATOR	7					
<b>K</b>	6715	C1	I	LEGEND ADMINISTRATOR	7	Step 1	35.952	36.527	37.111	37.705
	3616	C1	M	COMMUNITY RELATIONS WORKER	7	Step 2	37.586	38.187	38.798	39.419
	A10960	C1	J	DATA MANAGEMENT SYSTEM ANALYST	7	Step 3	39.220	39.848	40.485	41.133
	6398	C1	D	DESKTOP ANALYST		Step 4	40.854	41.508	42.172	42.847
	586	C1	I	EMPLOYMENT DEVELOPMENT COUNSELLOR	7					
				ENERGY PROJECTS COORDINATOR						
	6786	C1	J	(UTILITIES)	7					
				WATER INFORMATION SYSTEMS SUPPORT						
	2236	C1	J	TECHNOLOGIST	7					
	6284	C1	H	ENVIRONMENTAL BYLAW OFFICER	7					
	1432	C1	J	ENVIRONMENTAL TECHNICIAN-LANDFILLS	7					
	4	C1	D	FINANCIAL TAX ANALYST	7					
	7367	C1	H	GIS 3D MODEL SPECIALIST	7					
	4094	C1	D	GIS TECHNOLOGIST	7					
	5583	C1	J	GRAPHIC ARTS TECHNICIAN	7					
	798	C1	I	HOME MANAGEMENT WORKER	7					
	2485	C1	J	LABORATORY TECHNICIAN I	7.75					
	6285	C1	H	LICENSING COMPLIANCE OFFICER	7					
	7123	C1	H	LICENSING COMPLIANCE OFFICER-MOBILE	7					
	7095	C1	H	MUNICIPAL LAW ENFORCEMENT OFFICER	7					
				MUNICIPAL LAW ENFORCEMENT OFFICER-						
	7191	C1	H	FORESTR CONSERVATION	7					

	1146	C1	I	ONTARIO WORKS WORKER I	7						
<b>K</b>	A7771	C1	J	OWM DATA MANAGEMENT SYSTEM ANALYST	7	Step 1	35.952	36.527	37.111	37.705	
	A7846	C1	I	PLANT OPERATIONS HEALTH & SAFETY COORDINATOR	7	Step 2	37.586	38.187	38.798	39.419	
	1212	C1	J	PRE-DESIGN TECHNOLOGIST	7	Step 3	39.220	39.848	40.485	41.133	
	7169	C1	H	PROGRAM COORDINATOR-SUSTAINABLE MOBILITY	7	Step 4	40.854	41.508	42.172	42.847	
	1315	C1	I	RECOVERY OFFICER	7						
	A10937	C1	J	REGULATORY FIELD TECHNICIAN RESIDENTIAL CARE FACIILTY HOSTELS	7						
	971	C1	I	CASEWORKER	7						
	5529	C1	I	SAMS PROGRAM ANALYST	7						
	1453	C1	H	SENIOR CARTOGRAPHIC TECHNICIAN	7						
	6544	C1	D	SERVICE DESK OPERATIONS ANALYST	7						
	6516	C1	I	SPECIAL SUPPORT TEAM LEAD WORKER	7						
	1632	C1	I	SYSTEM SUPPORT TECHNICIAN	7						
	1654	C1	J	TECHNICAL SERVICES TECHNOLOGIST	7						
	1661	C1	I	THERAPEUTIC PROGRAM COORD	7						
	1694	C1	J	TRAFFIC SIGNAL TECHNICIAN	7.75						
	6816	C1	J	URBAN FORESTRY HEALTH TECHNICIAN	8						
	7027	C1	I	YOUTH NAVIGATOR - XPERIENCE ANNEX	7						
	1772	C1	H	ZONING EXAMINER & CODE CORRELATOR	7						
	<b>L</b>	A3059	C1	J	ASSET MANAGEMENT APPLICATION TECHNOLOGIST	7	Step 1	37.666	38.269	38.881	39.503
		2006	C1	I	CASE PRESENTING OFFICER	7	Step 2	39.378	40.008	40.648	41.299
5524		C1	J	COMMUNITY LIAISON CO-ORDINATOR COMPLIANCE & REGULATIONS	7	Step 3	41.090	41.748	42.416	43.094	
5479		C1	J	TECHNOLOGIST	7	Step 4	42.802	43.487	44.183	44.890	
6558		C1	I	CONSERVATOR CORRIDOR MANAGEMENT INVESTIGATOR	7						
A9816		C1	J	TECHNOLOGIST	7						
498		C1	J	DESIGN TECHNOLOGIST	7						
2583		C1	H	DEVELOPMENT COORDINATOR ELECTRICAL TECHNOLOGIST-TRAFFIC	7						
A9912		C1	J	SYSTEMS	7						
2302		C1	J	ENVIRON TECHN - WW	7						
1208		C1	J	ENVIRONMENTAL ENFORCEMENT OFFICER	7						
603		C1	H	ENVIRONMENTAL PLANNER	7						
1154, 2020		C1	I	FAMILY SUPPORT WORKER	7						
441		C1	D	FINANCIAL REPORTING ANALYST	7, 0 - 7						
559		C1	J	GEOMATICS ENGINEERING TECHNOLOGIST	7						

	1152	C1	D	GIS ANALYST	7					
	A11476	C1	D	GIS ANALYST - PH	7					
	A11485	C1	D	GIS DATA ANALYST	7					
	A11472	C1	J	INFRASTRUCTURE DATA TECHNOLOGIST INFRASTRUCTURE PROGRAMMING TECHNOLOGIST	7					
	1354	C1	J	TECHNOLOGIST	7					
	1469	C1	H	LEGISLATIVE APPROVAL DEV COORD OPERATIONS TECHNOLOGIST (WATER DIST & W/WW COLL'N)	7					
L	1921	C1	J		8	Step 1	37.666	38.269	38.881	39.503
	3620	C1	M	PARALEGAL HOUSING	7	Step 2	39.378	40.008	40.648	41.299
	A7669	C1	H	PARKING TECHNOLOGIST	7	Step 3	41.090	41.748	42.416	43.094
	1192	C1	H	PLANNER - LEGISLATIVE APPROVALS	7	Step 4	42.802	43.487	44.183	44.890
	1188	C1	H	PLANNER II - DEVELOPMENT PLANNING	7					
	4215	C1	H	PLANNER II - POLICY PLANNING	7					
	A9385	C1	H	PLANNER II - ZONING BYAW REFORM	7					
	A10636	C1	H	PLANNER II-CULTURAL HERITAGE	7					
	467	C1	H	PLANS EXAMINER	7					
	2854	C1	J	POLICY / PROGRAM ANALYST	7					
	5467	C1	D	PROCESS TECHNOLOGIST	7					
	219	C1	D	PROCUREMENT SPECIALIST PROG. COORD, REGULATORY & ENVIRONMENTAL COMPLIANCE	7					
	5448	C1	J		7					
	2546	C1	H	PROPERTY OFFICER	7					
	2949	C1	J	PUBLIC UTILITIES COORDINATOR	7					
				RENT SUPPLEMENT/TENANT RELATIONS OFFICER	7	Step 1	37.666	38.269	38.881	39.503
L	808	C1	I		7	Step 2	39.378	40.008	40.648	41.299
	5598	C1	J	SCADA PROGRAMMER TECHNOLOGIST STORMWATER MANAGEMENT TECHNOLOGIST	7	Step 3	41.090	41.748	42.416	43.094
	A7743	C1	J		7	Step 4	42.802	43.487	44.183	44.890
	848	C1	J	SURVEY TECHNICIAN TECHNOLOGIST-PLANT MAINTENANCE & TECHNICAL SERVICES	7					
	A10857	C1	J		7					
	2898	C1	J	TECHNOLOGIST - TRANSP/TRANSIT TECHNOLOGIST WATER & WASTEWATER	7					
	1757	C1	J	CAPITAL DELIVERY	7					
	1684	C1	J	TRAFFIC DESIGN TECHNICIAN	7					
	2841	C1	J	TRAFFIC ENGINEER/TECHNOLOGIST	7					
	1682	C1	J	TRAFFIC INVESTIGATOR TECHNOLOGIST	7					
	A9188	C1	J	TRAFFIC SIGNAL TECHNOLOGIST	7					

	1696	C1	I	TRAINER - ONTARIO WORKS TRAINING & DEVELOPMENT COORDINATOR (RECREATION)	7					
	A7433	C1	I	TRAINER - ONTARIO WORKS TRAINING & DEVELOPMENT COORDINATOR (RECREATION)	7					
	1697	C1	I	TRAINING COORD - HELPING HANDS	7					
	5544	C1	J	TRAINING COORDINATOR - OPS & MAINT TRANSPORTATION PLANNING	7					
	A11037	C1	H	TECHNOLOGIST	7					
	A11250	C1	J	WATER RESOURCES TECHNOLOGIST	7					
				ACCOMMODATIONS & DESIGN						
<b>M</b>	2723	C1	J	COORDINATOR	7	Step 1	38.594	39.212	39.839	40.476
	6393	C1	D	APPLICATION DEVELOPER	7	Step 2	40.348	40.994	41.650	42.316
	5525	C1	J	BUSINESS INITIATIVES CO-ORDINATOR	7	Step 3	42.103	42.777	43.461	44.156
	A10179	C1	D	BUSINESS PROCESS ANALYST - LAGAN	7	Step 4	43.857	44.559	45.272	45.996
	6523	C1	I	CHILD CARE PROGRAM REVIEW OFFICER CONTRACTOR INSPECTOR - WATER DIST & WSTWTR COLL	7					
	380	C1	J	CONTRACTS ANALYST	8					
	2860	C1	I	CONTRACTS ANALYST	7					
	383	C1	J	CONTRACTS COORDINATOR	7					
	6265	C1	I	CULTURAL PROJECTS SPECIALIST	7					
	7151	C1	I	EARLY YEARS QUALITY ANALYST	7					
	6280	C1	J	ELECTRICAL STREET LIGHTING SPECIALIST	7					
	582	C1	I	ELIGIBILITY REVIEW OFFICER ENVIRONMENTAL COMPLIANCE TECHNOLOGIST	7					
	5289	C1	J	TECHNOLOGIST	7					
	6901	C1	J	FACILITIES ACCESSIBILITY AND COMPLIANCE COORDINATOR	7					
	A11485	C1	D	GIS DATA ANALYST	7					
	2307, A8183	C1	I	HEALTH PROMOTION SPECIALIST HEALTH PROMOTION SPECIALIST - DRUG STRATEGY	7					
	A10852	C1	I	HEALTH PROMOTION SPECIALIST HEALTH PROMOTION SPECIALIST - DRUG STRATEGY	7					
	1917	C1	I	HOUSING LOANS OFFICER	7					
				ACCOMMODATIONS & DESIGN						
<b>M</b>	5452	C1	M	HOUSING PROGRAMS OFFICER	8	Step 1	38.594	39.212	39.839	40.476
	2867	C1	H	INSPECTIONS/DEV CONSTRUCTION COORD	7	Step 2	40.348	40.994	41.650	42.316
	6627	C1	D	IS BUSINESS INITIATIVES COORDINATOR	7.75	Step 3	42.103	42.777	43.461	44.156
	5340	C1	J	LABORATORY TECHNOLOGIST	7	Step 4	43.857	44.559	45.272	45.996
	6518	C1	J	LANDFILL TECHNOLOGIST ONTARIO WORKS PROGRAM REVIEW OFFICER	7					
	5560	C1	I	ONTARIO WORKS PROGRAM REVIEW OFFICER	7, 0 - 7					
	1180/6503	C1	I	PHYSICAL ACTIVITY SPECIALIST	7					

7081	C1	J	PROJECT COORDINATOR FACILITIES	7, 0 - 7
1266/958	C1	I	PUBLIC HEALTH DIETITIAN	7
7227	C1	I	RECREATION PROJECTS SPECIALIST	7
7386	C1	I	RECREATION PROJECTS SPECIALIST- LEASES,AGREEMENTS & CAPITAL	7
1288	C1	J	QUALITY CONTROL/AUTOMATION TECHL	7
1478	C1	H	SENIOR PROPERTY OFFICER/APPRaiser	7
1626	C1	J	SURVEY TECHNOLOGIST	8
1920	C1	J	WATER DISTRIBUTION TECHNOLOGIST / INSPECTOR	7
6009	C1	M	YARDI APPLICATION SPECIALIST	

<b>N</b>	2069	C1	I	HEALTH ANALYST	7	Step 1	39.868	40.506	41.153	41.811
	A8480	C1	I	LICENSE & LEASE COORDINATOR	7	Step 2	41.680	42.347	43.024	43.712
	A1764	C1	H	PROPERTY COORDINATOR	7	Step 3	43.492	44.188	44.894	45.612
	7211	C1	J	PROPERTY MANAGEMENT OFFICER	7	Step 4	45.304	46.029	46.765	47.513
	1269	C1	I	PUBLIC HEALTH INSPECTOR	7					
	1428	C1	I	SOCIAL POLICY ANALYST - CS	7					
	1429/987	C1	I	SOCIAL WORKER BSW SR SPATIAL SYSTEMS APPLICATIONS	7					
	2964	C1	J	ANALYST	7					
	2965	C1	J	SR APPLICATION DEVELOPER	7					

<b>O</b>	5395	C1	H	AIR QUALITY COORDINATOR AMANDA SUPPORT ANALYST & PROGRAMMER	7	Step 1	41.381	42.043	42.715	43.399
	6875	C1	H	PROGRAMMER	7	Step 2	43.262	43.954	44.657	45.372
	6948	C1	I	CLINICAL RESOURCE COORDINATOR CONTRACT INSPECTOR - CONSTRUCTION(formerly Structural Mechanical Inspector)	7	Step 3	45.143	45.865	46.598	47.344
	1520	C1	J	CONTRACT INSPECTOR - CONSTRUCTION(formerly Structural Mechanical Inspector)	8	Step 4	47.024	47.776	48.540	49.317
	793	C1	H	CULTURAL HERITAGE PLANNER	7					
	7029	C1	H	HERITAGE PROJECT SPECIALIST	7					
	2902	C1	I	HOUSING ADMINISTRATION OFFICER	7					

<b>O</b>	1207	C1	D	PLANNER I	7	Step 1	41.381	42.043	42.715	43.399
	5539	C1	H	PLANNER I - DEVELOPMENT	7	Step 2	43.262	43.954	44.657	45.372
	2626	C1	D	PLANNER I - INFORMATION SYSTEMS	7	Step 3	45.143	45.865	46.598	47.344
	2627	C1	H	PLANNER I - URBAN DESIGN	7	Step 4	47.024	47.776	48.540	49.317



	5344	C1	H	PLANNER I - ZONING BY-LAW REFORM	7					
				SITE INSPECTOR-LANDSCAPE						
	7015	C1	J	ARCHITECTURAL SERVICES	7					
	7035	C1	I	SENIOR RECREATION PLANNER	7					
	6324	C1	O	SOCIAL WORKER (MSW)	7					
				SPECIFICATIONS WRITER/CONTRACT						
	3605	C1	M	ADMIN.	7					
<b>P</b>	A1551	C1	H	AMANDA APPLICATIONS ANALYST	7	Step 1	44.164	44.870	45.588	46.318
	A9431	C1	J	APPLICATION ANALYST-CENTRAL FLEET	7	Step 2	46.171	46.910	47.661	48.423
				APPLICATIONS ANALYST - HOUSING						
	A11445	C1	I	INFORMATION SYSTEMS	7	Step 3	48.179	48.949	49.733	50.529
				APPLICATIONS ANALYST-INFRASTRUCTURE						
	2900	C1	J	MANAGEMENT SYSTEMS	7	Step 4	50.186	50.989	51.805	52.634
	6033	C1	I	APPLICATIONS ANALYST (PHS)	7					
				APPLICATIONS ANALYST-ROADS AND						
	7085	C1	J	TRAFFIC	7					
				APPLICATIONS ANALYST-WATER						
	A10521	C1	J	INFORMATION SYSTEMS	7					
	6334	C1	I	ART IN PUBLIC PLACES COORDINATOR	7					
	211	C1	H	BUILDING INSPECTOR/PLANS EXAMINER	7					
	5534	C1	H	BUSINESS ANALYST - URBAN RENEWAL	7					
	6318	C1	H	BUSINESS DEVELOPMENT ANALYST	7					
				BUSINESS FACILITATOR - DEVELOPMENT						
	5365	C1	I	PLANNING	7					
	316, 961	C1	I	CLINICAL THERAPIST M.A.	7, 0 - 7					
				ENFORCEMENT BUILDING						
	7018	C1	H	INSPECTOR/PLANS EXAMINER	7					
	4073 (4074)	C1	D	GIS COORDINATOR	7					
	7369	C1	D	GIS APPLICATIONS SPECIALIST	7					
				CULTURAL TOURISM PRODUCT						
	5375	C1	H	DEVELOPMENT OFFICER	7					
	7034	C1	I	SR HOUSING ADMINISTRATION OFFICER	7					
				SR POLICY ANALYST - POLICY & PROG.						
	1335	C1	I	DEVELOPMENT	7					
	6671	C1	D	SYSTEMS ANALYST	7					
				TOURISM MARKETING ANALYST - WEB						
	A8552	C1	H	DESIGN & ELECTRONIC COMMUNICATIONS	7					
<b>Q</b>	123	C1	H	APPRAISER COORDINATOR	7	Step 1	45.384	46.110	46.848	47.597
	7337	C1	I	CLINICAL THERAPIST-TEAM LEAD	7	Step 2	47.447	48.206	48.977	49.761

	A7588	C1	I	HEALTH HAZARD SPECIALIST	7	Step 3	49.510	50.302	51.107	51.924
	852	C1	H	NATURAL HERITAGE PLANNER	7	Step 4	51.573	52.398	53.236	54.088
<b>Q</b>	4149	C1	I	PROGRAM EVALUATION COORDINATOR	7	Step 1	45.384	46.110	46.848	47.597
	978	C1	I	PSYCHOMETRIST M.A.	7, 0 - 7	Step 2	47.447	48.206	48.977	49.761
	A5522	C1	I	PUBLIC HEALTH NUTRITIONIST	7	Step 3	49.510	50.302	51.107	51.924
	A9593	C1	I	PUBLIC HEALTH - CHILD HEALTH						
	2756	C1	I	NUTRITIONIST	7	Step 4	51.573	52.398	53.236	54.088
	1462	C1	D	SR INFORMATION SYSTEMS PLANNER	7					
	2628	C1	H	SR LANDSCAPE ARCHITECT	7					
	1185	C1	H	SR PLANNER - DEVELOPMENT PLANNING	7					
	A9386	C1	H	SR PLANNER - LONG RANGE PLNG & DESIGN	7					
	7463	C1	H	SR PLANNER - ZONING BYLAW REFORM	7					
		C1	I	VECTOR BORNE DISEASES SPECIALIST	7					
<b>R</b>	896	C1	J	LANDSCAPE ARCHITECT	7	Step 1	46.519	47.263	48.019	48.787
						Step 2	48.633	49.411	50.202	51.005
						Step 3	50.748	51.560	52.384	53.222
						Step 4	52.862	53.708	54.567	55.440
<b>S</b>						Step 1	47.682	48.445	49.220	50.008
						Step 2	49.849	50.647	51.457	52.281
						Step 3	52.017	52.849	53.695	54.554
						Step 4	54.184	55.051	55.932	56.827
<b>25</b>	2267	C5	J	STUDENT		Step 1	14.224	14.452	14.683	14.918

<b>Three Step Range</b>	
Step 1	92%
Step 2	96%
Step 3	100%

<b>Four Step Range</b>	
Step 1	88%
Step 2	92%
Step 3	96%

# LETTERS OF UNDERSTANDING

## LETTER OF UNDERSTANDING - PART-TIME LIFEGUARDS

If scheduling issues arise the Employer and the Union will review the scheduling of part-time lifeguards in the Recreation Division so that Employees will receive a fair proportion of hours based on program content offered, operating hours of the facility and limitations arising as a result of Employee qualifications and availability. Where adjustments are necessary such adjustments will be made in a future session.

## LETTER OF UNDERSTANDING - TERMS OF REFERENCE FOR LABOUR MANAGEMENT COMMITTEE

### Article 1 – Unit Covered

1.1 This agreement covers all employees in the City of Hamilton who are in the “Bargaining Unit” as defined in the SCOPE article of the collective agreement.

### Article 2 – Preamble

2.1 The purpose of Labour Management Committees is to:

- (a) foster satisfactory working conditions and terms of employment for 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 City that staff are the City’s most valuable resource and that the effective utilization of staff is vital for the City 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 (which shall not include issues which are subject to a grievance or particular to an individual);

### Article 3 – Function

- 3.1 The function of the committees set out below is to facilitate discussion and resolution of matters of interest to the Employer and employees, to promote and maintain a work environment which fosters employee participation in City business
- 3.2 Every reasonable effort will be made by both parties to facilitate representation of employees' interests at the Labour Management Committees.

### Article 4 – Divisional Labour Management Committee

- 4.1 Upon the request of either party at the Departmental level, the parties agree to establish a Divisional Labour Management Committee at locations, which both parties agree to be appropriate.

These committees will consist of the following representatives:

- (a) On the Management side – up to three management appointees employed in the respective Division as determined by the Departmental Manager will form the Divisional Labour Management Committee Management Team. The Employer shall designate a co-chairperson from the management group. A human resources representative may attend to assist the designated management representatives.
  - (b) On the Union side – up to three (3) Bargaining Unit employees, of the City within the respective Division, selected by the Union, one of which shall be the Union co-chairperson. A staff representative and/or a Local Executive member of the Union may attend to assist the Union Team.
- 4.2 Notwithstanding the above, where a need has been identified by either party for increased representation on the Committee, the composition of the Divisional Labour Management Committee may be expanded to provide for additional union and Management representatives, provided the committee retains at least a 50 percent union member composition and there is a mutual agreement of the parties.
  - 4.3 Both parties may be further represented and assisted at the committee meetings by additional persons provided both parties mutually agree to their attendance and to the nature of their participation. Agreement of either party will not be unreasonably denied.

- 4.4 Upon the establishment of a Divisional Labour Management Committee, the parties at that level will determine the frequency of meetings, as well as the amount of travel and caucus time required. Once determined, the Department Labour Management Committee agreement will set out the agreed upon terms concerning meeting frequency, travel, caucus time, etc. Notwithstanding the foregoing, either party to this Agreement may formally request that a special meeting of the Divisional Labour Management Committee be held and, provided both parties concur, the meeting shall be convened within fourteen (14) calendar days of the formal request.
- 4.5 It is understood that both co-chairs/designates must be present at all meetings.
- 4.6 The parties will be requested to submit items or issues for discussion to the co-chairs 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 parties.
- 4.7 The Employer agrees to provide the Labour Management Committee with the resources and support necessary to ensure that Committee's purpose and function including, consultation and communication with staff where required, can be satisfactorily accomplished.

#### Article 5 – Minutes of Meetings

- 5.1 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.

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 made available in the workplace.

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 the broader City of Hamilton.

#### Understanding Reduced to Writing

- 5.2 Where, as a result of discussions in a Labour Management Committee meeting, an accord is reached on any matter, the City or the Union or their respective representatives appointed under this agreement shall require that the accord be reduced to writing as Minutes of Understanding.

#### Article 6 – Dispute Resolution

- 6.1 Unresolved items at the Divisional level may be forwarded to the General Manager of the Department, in writing, specifying the nature of the unresolved concern. The General Manager of the Department will respond within a reasonable period of time, advising of the status and disposition of the unresolved issue.
- 6.2 The City, in recognition of its commitment to positive employee relations with staff, agrees to provide prompt, efficient and fair internal resolution of all unresolved concerns and complaints properly brought to its attention.

#### Article 7 – Ratification

- 7.1 Any Minutes of Understanding as referenced in Article 5.2 shall be given effect by the signature of responsible official of both parties, but no agreement shall be binding upon the Union without approval by the President of the bargaining unit or their designate, and no agreement shall be binding upon the City without approval by the Department's General Manager or their designate.

Minutes of Understanding arising from a department shall not automatically establish policy or precedent for any other departments/units. And, unless properly ratified an MOU will not usurp the provisions of the collective agreement.

#### Article 8 – Term of Agreement

- 8.1 Once established, a Labour Management Committee shall remain operational unless either party provides written notice to the other that it desires to terminate the operation of the committee. It is further agreed the above noted provisions shall define the operation of the Labour Management committee unless the parties agree to amend them.

## **LETTER OF UNDERSTANDING - LICENSING, CERTIFICATION AND TRAINING REQUIREMENTS**

Effective 3 months post ratification, a committee will be struck to investigate the Citywide practices relating to reimbursement of licensing, certifications, professional fees and mandatory training courses. Progress meetings will be held in accordance with a mutually agreed frequency as determined by the committee. The goal of the committee will be to develop a full understanding of all reimbursements made and the variety of practices in preparation for the 2023 round of collective bargaining. The Parties agree that to the extent that there is an established existing past practice with respect to the above reimbursements, they will be maintained for the life of the Collective Agreement.

## **LETTER OF UNDERSTANDING - LEGAL PICKET LINES**

Failure to cross a picket line shall not be cause for disciplinary action provided that Employees have met their obligations under any relevant legislation. Where access to a City worksite is blocked by a legal picket line the Union will take proactive steps to facilitate protocols for Employee access to the worksite with the striking Union.

## **LETTER OF UNDERSTANDING - UNIQUE EQUIPMENT**

When the City of Hamilton purchases a unique piece of equipment, the Employer shall ensure that adequate training is provided. Such training shall be provided at the effected location by seniority within the section / team / case / classification.

## **LETTER OF UNDERSTANDING - CONTRACTING OUT**

It is not the intent of the Employer to reduce the size of the workforce through the contracting out of work presently performed by the bargaining unit.

## **LETTER OF UNDERSTANDING - EMPLOYER HEALTH TAX**

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

## **LETTER OF UNDERSTANDING - WINTER OPERATIONS/CITY OF HAMILTON**

Whereas it is of mutual interest for operational and administrative purposes and to facilitate stability and consistency for all CUPE bargaining unit Employees involved in "Winter Operations" for the City of Hamilton, the parties agree to enter into the following Letter of Understanding. This agreement will replace any existing Letters of Understanding, Collective Agreement language or practices with respect to "Winter Operations".

Winter Operations are defined as any Operating or Labouring functions that are assigned within the Employer's designated start and finish dates for the Winter Operations season in the Transportation and Operations and Maintenance Division, For further clarity, throughout the period designated as "Winter Operations" all affected Employees will maintain either the classification of "Winter Operator," "Winter Labourer," or "Lead Hand/Winter Operator".

The parties hereby agree, without prejudice and precedent, to the following terms and conditions:

1. The workforce for Winter Operations shall be made up of full time employees as assigned and up to one-hundred and ten (110) Term and Task Winter Operators hired as per Article 13.

The parties agree that Term and Task Winter Operators who are re-hired for concurrent winter seasons will accrue seniority on the basis of regular hours worked during each winter season. Employees will be deemed to have completed their probationary period after the start of the third (3rd) concurrent season of re-hire to winter operations. For the purposes of the probationary period, absences that interrupt the period of active employment will result in the extension of the Employee's probationary period.

It is agreed that these Employees will not have any layoff or bumping rights pursuant to Article 13.



The parties agree that Term and Task Winter Operators who are re-hired for concurrent years will advance to the second step of Schedule "A" at the commencement of the Employee's third (3rd) year of re-hire and subsequent steps, after each two (2) years of concurrent employment.

Within each section or reporting location, as defined in this Agreement, senior qualified personnel within their classifications shall operate vehicles and equipment provided that such senior personnel are available at the start of their regular scheduled shift or at any time during the shift that such vehicles or equipment must be operated. For further clarity, the operation of vehicles will be assigned to the senior qualified "Winter Operator" or "Lead Hand/Winter Operator" prior to reverting to the senior qualified Employee.

#### Transfer Requests:

2. Employees requesting transfers for Winter Operations will be determined by article 28 in the main body of the Collective Agreement and finalized by October 15<sup>th</sup> of each year.

#### Shift Schedules:

3. Shift schedules within each District shall be posted and filled with preference based upon seniority, subject to bona-fide operational requirements. If additional staff is needed to fill the shift, qualified staff within the District and classifications will be appointed in reverse order of seniority. Such shift schedules shall be set by November 1<sup>st</sup>.

#### Wage Rate:

4. The rate of pay for Winter Operator for the entire designated Winter Season shall be in accordance with Schedule "A", or the rate of their home position, whichever is greater.
5. The rate of pay for Winter Labourer for the entire designated Winter Season shall be at the wage rate in accordance with Schedule "A", or the rate of their home position, whichever is greater.
6. The rate of pay for Winter Lead Hand/Winter Operator for the entire designated Winter Season shall be at the wage rate in accordance with Schedule "A", or the rate of their home position, whichever is greater.

Shift Premium:

7. Employees shall receive a shift premium as per Article 23 of the Collective Agreement when scheduled to work afternoon, night or Saturday or Sunday shifts.

Dispute Resolution Mechanism:

8. Any and all differences arising between the parties relating to the interpretation, application or administration of this Letter of Understanding shall be referred to a joint committee, consisting of two (2) management and two (2) union representatives for resolution. All decisions of the committee and any decision on which the parties' representatives concur shall be binding on the parties and any affected Employees. This article shall not limit the rights of Employees involved in winter operations or the Union, to grieve issues that occur during the Employer designated winter operations period but that may not be specifically related to this Letter of Understanding.

The joint disputes resolution committee will make every reasonable effort to resolve disputes within thirty (30) days in so far as it is practicable to do so. Specific dispute resolution meetings shall be scheduled with the Director of Labour Relations, or designate during the last two (2) weeks in the month of October to deal specifically with issues related to shift schedules and transfers. Additional dispute resolution meetings will be held on the first Tuesday of December, January, February, March, April and, if necessary, May to resolve any other issues arising from Winter Operations. Additional meetings may be called in the interim periods as required, by agreement by both parties

Further, a Med/Arb date will be scheduled with a mutually agreed third party as early as possible in the months of January, February, March, April and May if necessary.

Overtime:

9.
  - a) For the period Monday to Friday, between 3:00pm to 7:00pm, available overtime shall be offered, within the classifications, to the senior qualified Employees working the day shift that day, within the reporting location and then District when applicable.

- b) For the period Sunday to Thursday, between 7:00pm to 11:00pm available overtime shall be offered, within the classifications to the senior qualified Employee scheduled to work the night shift, within the reporting location and then District when applicable. Where the offer of such overtime is made prior to 6:00 p.m., it shall be considered scheduled overtime.
  - c) All overtime from 7:00pm Friday through to 7:00pm on Sunday shall be offered, within the classification, to the senior qualified Employee within the reporting location and then District when applicable.
10. If insufficient Employees are obtained through the application of section 9, available overtime shall then be offered to senior qualified employees within the remaining districts.
  11. Where the Employer requires more Employees than those who have volunteered, where practical, the most junior Employee within the classification will be required to work the overtime

Standby – Winter Operations:

12. Standby shall be implemented when deemed required by management. Standby will be offered by seniority within the classification within the reporting location. When standby is in effect, personnel on standby shall be the first to be called in for overtime by seniority within their respective reporting location. If insufficient Employees are obtained through the standby list in the reporting location, the standby will be offered by seniority within the classification within the district. If insufficient Employees are obtained through the standby list in the district, a sufficient number of Employees will be assigned to the standby list by reverse order of seniority.
13. When those on standby have been called in to work and have completed a thirteen (13) hour shift, other Employees, if required, will be called in, in accordance with this Letter of Understanding.
14. If an Employee is not available at the number provided, that Employee shall not be paid the standby pay for that day.
15. Standby shall be offered in accordance with Article 6.18.

Implications of *Employment Standards Act, 2000*, and the *Highway Traffic Act* respecting hours of work:

16. It is understood that provisions of the Employment Standards Act and the Highway Traffic Act and their Regulations apply.

Deployment of Contractors:

17. City Employees shall be deployed to perform work within their designated areas whenever Contractors are deployed.

Training:

18. The Employer will, whenever practicable, provide in-house training. On request, an Employee will be provided with one session to re-orient themselves with the snow plow/wing equipment at the outset of the season at a time determined by the Employer.

## **LETTER OF UNDERSTANDING - STUDENT WORKERS**

Whereas the parties agree it is of mutual interest for operational and administrative purposes that the employment relationship between the City, Local 5167, and Students be clarified and adjusted so that all Students performing work currently within the scope of Local 5167 are put in the same position; and,

The parties hereby agree, to the following terms and conditions, as replacing all collective agreements in effect or deemed to be in force as per any applicable provincial legislation, between the City and Local 5167's bargaining units. However, for operational consistency the terms of the Local 5167 collective agreement shall be deemed as the operating agreement, as modified by this Memorandum.

1. The provisions of the Memorandum shall apply to all Students employed in the job classification set forth in Schedule "B" attached hereto and forming part of this Memorandum, and for clarification, the rate of pay set forth in the said schedule herein shall apply to all such Students.
2. The provisions of this agreement shall not apply to any Student Employee in any of the following positions:
  - Playlot Leader
  - Youth Leader
  - Special Needs Counsellor
  - Camp Counsellor
  - Research Assistant
  - Camp Kidaca Supervisor

- Day Camp Counsellor
- Skateboard Monitor
- Battlefield House Tour Guide
- Basket Checkers
- Pool Facilities
- Cashier/Receptionist
- Safety Assistant
- Swimming Pool Safety Assistant
- Snack Bar Clerk
- Senior Snack Bar Clerk
- Short Order Cook
- Usher/Usherette
- Community Recreation Supervisor

While the parties have attempted to identify all positions/classifications where students are currently excluded it is understood the above list may not be complete. In the event additional positions or classifications of similar nature are determined appropriate for exclusion they shall be added to the list.

It is further understood that if, by mutual agreement of the parties or a decision of the Ontario Labour Relations Board, Local 5167 becomes the bargaining agent for the above noted classifications, or parts thereof, the parties hereto agree to negotiate inclusion of those Employees into this agreement.

3. The parties agree that the Student job classifications set forth in Schedule "B" are exempt from any and all Job Evaluation Manual Procedures and Rating Manual for Job Evaluation and Wage Administration.
4. It is not the intent of the Employer to use Students as a means by which to reduce regular full time staff complement on a permanent basis, or to otherwise usurp the posting provisions of the collective agreement(s).
5. A Student is an Employee with the City, occupying a full time student position, during his or her regular school, college or university vacation period, or in a student employment program, during his or her regular school, college or university session or vacation period or occupying a "co-operative education position" under a co-operative education program.
6. No Student shall be retained in employment beyond the second pay week of September unless employed as part of a co-operative education program or for those duties specifically related to grass maintenance in the Parks and Culture and Recreation Divisions. In any event, other than co-op students, no student eligible for employment beyond the second pay week of September shall be employed beyond the 31<sup>st</sup> of October. The use of Student Employees shall not result in a reduction to the permanent staff complement in any area.
7. Overtime that is scheduled and/or overtime resulting from a call-out shall only be offered to Students when no other qualified regular employees are available in the division in which the overtime is available.

8. Students shall not be entitled to shift premiums.
9. Local 5167 recognizes that Students shall not be classed as “regular employees” and shall not attain seniority, shall not be eligible for benefits, and further, time spent in the service of the City as a Student shall not count towards a probationary period or accumulated aggregate service.
10. No Student shall be retained in work, or be hired to work, within any Local 5167 bargaining unit position until any Employees laid off from any Local 5167 bargaining unit have been recalled or otherwise offered employment, provided they have sufficient ability and qualifications to perform the work required.
11. Within each section and/or district and/or work location, qualified regular Employees will operate vehicles and/or equipment provided that such regular Employees are reasonably available at the start of the shift or whenever such vehicles or equipment must be operated. Where regular qualified Employees are not reasonably available Students who are available and qualified will be eligible to operate such vehicles and/or equipment. For further clarity, this provision is intended to ensure regular qualified Employees are afforded first opportunity to perform what are generally thought to be preferred duties.

The parties agree that, if there are problems with the application of this provision that cannot be resolved to Local 5167’s satisfaction the following additional restriction shall apply:

The parties agree that on giving fourteen (14) calendar days notice, the following provision shall apply to all Students working within the geographical area referred to as the former City pre-January 1, 2001.

No Student shall operate motorized equipment over 25 h.p. if regular qualified Employees could operate such equipment.

12. The parties agree to establish a Labour Management Committee to deal with any labour relations or operational disputes or issues arising out of the application of this Memorandum.

**SCHEDULE “B”**

**OUTSIDE STUDENT WORKERS**

Wage Rate 2019 - \$14.224  
 2020 - \$14.452  
 2021 - \$14.683  
 2022 - \$14.918

**INSIDE STUDENT WORKERS**

<b>Year of Summer Employment</b>	<b>Year</b>	<b>Wage Rate</b>	<b>Percentage Entitlement Rate Match with maximum cap* per year</b>
1st			or 55% of Current CUPE 5167 job rate; whichever is greater; to a maximum of:
	2019	\$14.224/hr	\$18.854/hr
	2020	\$14.452/hr	\$19.156/hr
	2021	\$14.683/hr	\$19.462/hr
	2022	\$14.918/hr	\$19.773/hr
2nd			or 60% of Current CUPE 5167 job rate; whichever is greater; to a maximum of:
	2019	\$14.224/hr	\$18.854/hr
	2020	\$14.452/hr	\$19.156/hr
	2021	\$14.683/hr	\$19.462/hr
	2022	\$14.918/hr	\$19.773/hr
3rd			or 65% of Current CUPE 5167 job rate; whichever is greater; to a maximum of:
	2019	\$14.224/hr	\$18.854/hr
	2020	\$14.452/hr	\$19.156/hr
	2021	\$14.683/hr	\$19.462/hr
	2022	\$14.918/hr	\$19.773/hr
4th			or 70% of Current CUPE 5167 job rate; whichever is greater; to a maximum of:
	2019	\$14.224/hr	\$18.854/hr
	2020	\$14.452/hr	\$19.156/hr
	2021	\$14.683/hr	\$19.462/hr
	2022	\$14.918/hr	\$19.773/hr

Persons employed as Students are primarily post-secondary school or co-op students.

The Student classifications comprises students performing duties that may include some duties that could generally be described as regular duties or functions of existing classifications as defined in the collective agreements.

It is understood that Students shall not be used to usurp the posting procedures of the collective agreement(s).

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

### **LETTER OF UNDERSTANDING – LIVING WAGE — STUDENTS**

The parties agree that in the event that City Council passes a “Living Wage” policy that explicitly applies to student workers, the current wage rate for students will be adjusted accordingly to the prevailing rates as established and accepted by Council. The wage adjustment will not be subject to any annual increases negotiated relative to this collective agreement nor shall they be treated retroactively for the purposes of any timelines set out therein.

In the event that the living wage is increased during the term of this agreement, and Council agrees to make such revised adjustment rate, the rates will be adjusted accordingly under the same restrictions set out above.

In the event that Council does not adopt the application of a living wage relative to students, then the student wage rates will be subject the agreed rates as established by this collective agreement and outlined in the Letter of Understanding — Student Workers.

### **LETTER OF UNDERSTANDING – TERMS AND CONDITIONS – APPRENTICESHIP PROGRAM 310T (Truck & Coach) (310)**

#### **Status**

For the purposes of the Apprenticeship Program, the classification of Apprentice will be deemed to be a temporary classification.

#### **Order of consideration**

The order of consideration into the Apprenticeship program will be governed by Article 13.5 of the CUPE 5167 Collective Agreement.



## **Posting Apprenticeship Opportunities**

Apprenticeship opportunities will be posted as per Article 13 of the CUPE 5167 Collective Agreement. Order of consideration shall be as outlined above.

## **Selection Process**

### *Pre-requisite:*

- Grade 12 (as per Ministry guidelines)
- Knowledge and/or experience in automotive mechanics; i.e. courses in high school.
- Preference will be given to applicants with recognized apprenticeship hours.

Applicants who meet the pre-requisites outlined above shall be required to attain 70% pass on written tests and if successful with the test, shall proceed to the interview stage where a 70% pass is also required. Applicants that pass both assessments shall have a final mark comprised of 60% test and 40% interview.

## **Probationary Period**

If the apprentice was a member of CUPE Local 5167 prior to the apprenticeship program, s/he shall be returned to the pre-apprenticeship job classification with no loss of CUPE Local 5167 seniority.

Employees previously included in the scope of another bargaining unit shall be governed by the terms and conditions of their respective previous collective agreement in regards to returning to their previous position.

The Employer shall have the exclusive right to remove employees from the Apprenticeship program during the first twelve (12) months provided the decision to remove the employee from the Apprenticeship program is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the collective agreement, Human Rights Code, the Employment Standards Act or other employment related legislation.

An Employee who requests to be removed from the Apprenticeship program will do so under the provisions of Article 13.6 of the CUPE 5167 Collective Agreement.

## **Job Postings**

It is strongly encouraged that no apprentice during his/her apprenticeship will apply under the job posting provisions of the CUPE Local 5167 collective agreement as outlined in Article 13, to fill any job vacancy.

However, if an employee chooses to apply for a posting during his/her apprenticeship and is successful, he/she acknowledges that any amount of wages paid to them during the classroom portion of the course represents a debt which the City of Hamilton may satisfy through deductions from wages, vacation pay or other appropriate means. Further, if an employee posts out of the Apprenticeship program, they will forfeit any future opportunity to participate in this program.

### **Seniority**

An existing CUPE Local 5167 employee's seniority shall be governed by Article 14 of the CUPE 5167 Collective Agreement.

Apprentices who are new to the CUPE Local 5167 and who have come from another bargaining unit within the City of Hamilton shall begin to accrue CUPE 5167 seniority upon *completion of 120 working days or 6 months aggregate service*.

Apprentices who are new to CUPE Local 5167 and who are new to the City will not accumulate seniority unless subsequently employed as a regular Employee. An apprentice who is new to the City and who is in the program for more than thirty (30) months shall automatically become a member of the bargaining unit and will be credited with seniority for their time worked.

When Apprentices that are new to CUPE 5167 are credited with seniority and if more than one "new" employee have the same seniority, their seniority will be governed by Article 14.7 of the CUPE 5167 Collective Agreement.

### **Benefits**

Where the apprentice is an existing member of CUPE Local 5167, s/he shall continued to have benefits as per the collective agreement. Internal employees, other than CUPE Local 5167 members shall transfer to benefits as per the CUPE Local 5167 collective agreement. External applicants entering the apprenticeship program shall assume benefits as per the terms and conditions of the collective agreement.

### **Wages**

Wages will be a percentage of the top Salary Grade rate effective at the time based on the following table:

	% of Grade J
Start of Apprenticeship	70%
Successful completion of 1 <sup>st</sup> level in-school training	75%
Successful completion of 2 <sup>nd</sup> level in-school training	80%



## **Layoff**

For the purposes of layoff Article 13.7 of the CUPE 5167 Collective Agreement will apply.

## **Cancellation of Apprenticeship**

An apprentice who has completed his/her twelve (12) month preliminary period may be removed from the Apprenticeship Program and his/her Apprenticeship Contract cancelled for any of the following reasons:

- a) Just cause; or
- b) If an apprentice fails to take the training/school course when he/she is scheduled to take same, provided that his/her failure to take such course is not due to a cause beyond his/her control; or
- c) If an apprentice fails a training course at any one level on more than one occasion; or
- d) If an apprentice fails to re-write a test as a result of c), within six (6) months of notification of failing a training course; or
- e) If the Apprenticeship Board cancels the Apprenticeship Contract; or
- f) If the Apprentice opts not to continue with the program.

In the event of the apprentice being removed for one of the reasons outlined in b), c), d), e) or f), and s/he was a member of the bargaining unit immediately prior to commencing the apprenticeship program, s/he shall be returned to the pre-apprenticeship job classification with no loss of CUPE 5167 seniority.

In the event of the apprentice being removed for one of the reasons outlined in b), c), d), e), or f), and was not a member of the CUPE 5167 bargaining unit at the start of the apprenticeship program s/he shall be laid off as per 13.7 of the CUPE 5167 Collective Agreement.

## **Tool Allowance**

An apprentice's tool allowance shall be paid as per Article 30.3.

### **Completion of Program**

Prior to the completion of the courses, the employee agrees that if s/he leaves the Apprenticeship Program for any reason and is unable to complete it, the amount of wages paid to the employee to date during the classroom portion of the course represents a debt which the City of Hamilton may satisfy through deductions from wages, vacation pay or other appropriate means.

Upon successful completion of the courses, the employee agrees to remain in the employ of the City of Hamilton for a period of two (2) years.

Should the employee choose to leave the City of Hamilton within the first year of the two (2) year period mentioned above, s/he acknowledges that the amount of wages paid to the employee during the first (1<sup>st</sup>) year of the classroom portion of the course represents a debt which the City of Hamilton may satisfy through deductions from wages, vacation pay or other appropriate means.

### **Progress Assessments**

Regular progress assessments will be conducted. These shall not be subject to the grievance procedure. The Manager of Central Fleet, based on the requirements and guidelines of the Apprenticeship Program, will have sole discretion to decide if progress and performance are adequate to continue in the Apprenticeship Program.

### **Dispute Committee**

All complaints and/or disputes pertaining to this program shall be referred to a joint committee consisting of the Director of Fleet & Facilities (Chair), the Manager of Central Fleet (or designate), the President of CUPE 5167 (or designate), the Director of Employee and Labour Relations (or designate), the CUPE 5167 Grievance Committee Chairperson – Outside Work Group (or designate) and the applicable Provincial Apprenticeship Advisor (as a non-voting member). All decisions of the Dispute Committee are final.

### **Employee Consent**

Employees participating in the program shall be required to sign consents reflective of their obligation under the terms and conditions of this agreement.

### **Interim Assignment**

Upon obtaining her/his Trade License, the employee will be assigned to a shift and RDOs in accordance with her/his CUPE seniority and in accordance with the collective agreement in effect at the time.

### **LETTER OF UNDERSTANDING - REGARDING TRAINING AND DEVELOPMENT**

The parties agree that a joint subcommittee will be established to examine issues related to training and development as they apply to bargaining unit members.

The mandate of the subcommittee will include:

- (a) reviewing the structure or development of internal training programs and special project training assignments;
- (b) investigating professional developmental opportunities.
- (c) Investigating the implementation of a train-the-trainers program for members of the bargaining unit.

The subcommittee shall be comprised of equal numbers of Union and Employer representatives and shall be activated within ninety (90) days of the signing of this Agreement. A maximum of four (4) union/management representatives will be assigned.

### **LETTER OF UNDERSTANDING - CASUAL EMPLOYEES**

All new hires to the City of Hamilton shall be considered full time, part time or student as defined by the Collective Agreement. No employees under this agreement shall be hired as "casual" or with "casual" status, wages or benefits.

### **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 Collective Agreement has been established as seven (7) to eight (8) hours per day as outlined in the CUPE Local 5167 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 5.7 of the CUPE Local 5167 Collective Agreement.

2. Extra Daily Hours

The Union and the Employer agree to allow our members/your employees covered under the CUPE Local 5167 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 *Highway Traffic 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 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 Highway Traffic 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 Collective Agreement.

5. Term

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 – REDUNDANT POSITIONS – SCHEDULE A**

Whereas the Parties wish to address the matter noted above and agree to the following conditions in the event a dispute is raised in the future.

The parties hereby agree, on a without precedent or prejudice basis, that the following positions listed below have been declared redundant pursuant to article 13 in the C.U.P.E. 5167 Collective Agreement.

Notwithstanding the above, if the positions listed below become active the parties hereby agree that these positions will fall within the Scope of C.U.P.E. Local 5167, and will be included in and form part of Schedule A at the salary grade and daily hours of work relative to its status as at the date of redundancy. Despite the foregoing, and for greater clarity, if any of the positions do become active and the responsibilities are different, the positions will be subject to the Job Evaluation process as set out in the collective agreement per Article 12 and Appendix A.

This letter of understanding will remain in effect unless the parties agree not to renew this letter of understanding in the course of collective bargaining.

<b>SALARY GRADE</b>	<b>JOB CODE</b>	<b>POSITION</b>
A	1397	SERVER - COACH HOUSE
B	236	CARETAKER 38.75
B	327	CLERK/RECEPTIONIST
B	3615	GROUNDSPERSON HSG
B	6498	RECREATION ASST HOUSING
B	2943	TELEPHONE RECEPTIONIST
C	322	ALCOHOL/DRUG CLERK
C	6799	BEDBUG INSPECTOR
C	6818	DATA ENTRY CLERK-FACILITIES
C	6776	ILLEGAL DUMPING MONITOR
C	968	LOADING DOCK ATTENDANT
C	6218	MARKET CLERK
C	1480	SENIOR SERVER
D	5528	ASAC CLERK



D	6233	CONSTRUCTION CLERK
D	6787	FINANCIAL ASST III
D	1519	STREET SWEEPER/FLUSHER OPERATOR
E	135	ASPHALT RAKER
E	5499/5500	CINOT CLERK
E	5504	FACILITIES CLERK/RECEPTIONIST
E	1011/1732	METERED WATERWORKS CLERK
E	5068	RECEPTIONIST ANIMAL INTAKE CLERK
E	5397	RECEPTIONIST/SECRETARY
E	2869	SCHOOL SAFETY CLERK
E	1680	TRAFFIC CHECKER
E	6220	TRAVEL COUNSELLOR
E	4150	W/WW TREATMENT COMPLIANCE CLERK
F	2729	ADMIN SECRETARY FORESTRY
F	2727	ADMIN SECRETARY PARKS
F	4127	ADMIN SECRETARY STRATEGIC SERVICES
F	2805	ADMIN SECRETARY WASTE MANAGEMENT
F	2698	ADMIN SECTY - CENTRAL FLEET
F	A8201	ADMIN SECTY - HAMILTON MUNICIPAL PARKING SYSTEM
F	2699	ADMIN SECTY - STRAT/ENVIRON
F	6383	ADMIN SECTY RECREATION PT
F	2807	ADMIN SECTY-WATER/WSTWTR ENGNG
F	92	ADMINISTRATIVE CLK
F	2802	ADMINISTRATIVE SECRETARY TRAFFIC ENGINEERING
F	136	ASPHALT SPREADER OPERATOR
F	5400	BUSINESS ADVISOR

F	6964	BUSINESS SERVICES SUPPORT CLERK
F	A9639	BUSINESS SUPPORT SECRETARY - PH
F	329	COACH HOUSE HOST/HOSTESS
F	4087	COLLECTIONS CLERK II - POA
F	5494	COLLECTIONS CLK C&R
F	2279	COMMITTEE OF ADJUSTMENT CLERK
F	4234	COMMUNITY OUTREACH RESEARCH ASSISTANT
F	2184	CUSTOMER SERVICE REP I - PROGRAM COORDINATOR
F	6648	DENTAL CLAIMS PAYMENT CLERK
F	78	DENTAL SERVICES SECRETARY
F	628	DIRECT SERVICES SUPPORT CLERK
F	5063/5064	DISPATCHER - ANIMAL CONTROL
F	601	ENVIRONMENTAL CONTROL CLERK
F	4085	EVENTS SECRETARY
F	6746	FACILITIES OPERATIONS AND MAINTENANCE ASSISTANT- COMMUNITY
F	5403	FORESTER II - IN TRAINING
F	949	LIBRARY TECHNICIAN
F	2709	LICENCE CLERK
F	137	LIFEGUARD II
F	137	LIFEGUARD II
F	1507	MUSEUM TECHNICIAN
F	4046	NETWORK OPERATOR
F	5042	ORGANICS WASTE COLLECTOR/OPERATOR
F	6565	PROG SECTY IMMIGRATN STRATEGY
F	5543	RECORDS MANAGEMENT SECRETARY
F	6690	RESEARCH ANALYST
F	5257	SMALL BUSINESS ASSISTANT

F	1423	SMALL EQUIPMENT REPAIRER
F	1450	SR A/R CLERK
F	5558	TOURISM & CREATIVE INDST SECTY
F	2217	WATER/WASTEWATER CLERK
G	7002	ARBORIST III
G	63	CHILD/ADOLESES SR SECTY
G	6773	CUSTOMER SERVICE ADMINISTRATOR
G	2103	CUSTOMER SERVICE REP - W/WW
G	6493	CUSTOMER SERVICES OFFICER
G	5090	FIRST ATTENDANCE ADMIN CLERK
G	84	HEALTHY LIVING RESOURCE CENTRE COORDINATOR
G	915	LEAD HAND - SPECIAL CREW
G	922	LEAD HAND-GREENHOUSE
G	6683	MARKET PRESENTATION COORDINATOR
G	6718	QUALITY INITIATIVES COORDINATOR
G	1417	SIGHT/SOUND TECHNICIAN
G	7028	TOURISM COORDINATOR-VISITOR SERVICES
G	1681	TRAFFIC CLERK/DISPATCHER
G	5496	YOUTH ADVISOR - TOBACCO CONTROL
G	6161	YOUTH ADVISOR - YOUTH ADVISORY COMMITTEE OF COUNCIL
G	6068	YOUTH ADVISOR - YOUTH NET PROGRAM
H	1333	A/R CLERK
H	A7672	CHILDRENS MUSEUM PROG COORD
H	4006	EVENTS COORDINATOR
H	5456	FOREST CONSERVATION BY-LAW OFFICER
H	185	HORTICULTURAL TECHNICIAN

H	863	JOURNAL VOUCHER/RECON OFFICER
H	863	JOURNAL VOUCHER/RECON OFFICER
H	6310	ONTARIO WORKS CASE AIDE
H	6294	REGISTRAR
H	1346	REVENUE CLERK - HOME FOR THE AGED
H	A7674	STEAM MUSEUM PROGRAM COORD
H	1706	TOURISM SERVICES COORDINATOR
H	1299	TRAFFIC OPERATIONS INVENTORY CLERK
H	1724	UTILITIES/MAINTENANCE OPERATOR
H	A7673	WHITEHERN PROGRAM COORDINATOR
I	7176	ANIMAL CONTROL OFFICER-BARKING DOGS
I	273	CHEF
I	6633	COMM GARDEN FACILITATOR HSNG
I	2429	CUST CONTACT CENTRE ANALYST
I	2429	CUSTOMER CONTACT CENTRE ANALYST
I	708	FORESTRY & HORTICULTURE COORDINATOR
I	5591	GRAPHIC DESIGNER
I	5591	GRAPHIC DESIGNER
I	A9174	GRAPHICS TECHNICIAN
I	A9196	GRAPHIICS TECHNICIAN
I	6406	HOUSING RECREATION COORDINATOR
I	913	LEAD HAND WELDER
I	975	LOTTERY LICENCE CLERK/INSPECTOR
I	976	LOTTERY LICENCE OFFICER
I	221	MUNICIPAL LAW ENFORCEMENT OFFICER
I	5526	PARKS/CEMETERIES COORD
I	5466	PLANNING & PROG DEVT OFFICR

I	2775	RECREATION COORD-YOUTH AT RISK
I	7099	TRAINING ASSOCIATE-OPERATIONS SUPPORT
I	6530	TURF EQUIPMENT TECHNICIAN
J	2310	CHILD CARE DATA ANALYST
J	1562	CLIENT SUPPORT TECHNICIAN
J	2891	COMMUNITY HEALTH BUS PROJECT COORD
J	6151	CUSTOMER SERVICE LIAISON OFFICER
J	2215	CUSTOMER SERVICES OFFICER
J	2886	FACILITIES PLANNING TECHNICIAN
J	799	FORESTRY HEALTH TECHN
J	A9810	GIS DATA TECHNICIAN
J	1166	PARKS OPERATIONS TECHNICIAN
J	1468	PLANNING TECHNICIAN I - DEVELOPMENT PLANNING
J	1744	WASTE MGMT ANALYST
J	2853	WASTE TECHNICAL ANALYST
J	980	WELDER/MACHINIST
K	127	AQUATIC COORDINATOR
K	5492	BEST START PROGRAM CO-ORDINATOR
K	293	CHILD & YOUTH WORKER
K	6012	HIFIS COORD
K	842	INORGANIC TECHNICIAN
K	2989	INTAKE WORKER - ADGS
K	6061	ITS HEAT SPECIALIST
K	6626	LICENSING FACILITATOR
K	6711	MARKETING COORDINATOR
K	2048	MUNICIPAL LAW ENFORCEMENT OFFICER
K	4034	ON SITE SUPPORT WORKER

K	1131	OPERATIONS ENGINEERING TECHNOLOGIST
K	6107	ORGANIC TECHNICIAN
K	4035	PEER SUPPORT WORKER (HOUSING)
K	4230	RESEARCH ANALYST
K	6030	VEHICLE LICENSING OFFICER
L	5599	CAPITAL PROJECTS ADMINISTRATOR
L	6385	CAPITAL WORKS PROG PLNR/SCHDR
L	6705	JR URBAN DESIGNER
L	2621	PARKING OPERATIONS TECHNOLOGIST
L	6274	PLANNER DOWNTOWN COMMUNITY RENEWAL
L	5345	PLANNER II ZONING BY LAW REFORM
L	6815	PUBLIC HEALTH BUSINESS INITIATIVES LEAD
L	6282	SPECIAL ENFORCEMENT BYLAW OFFICER
L	1165	TECHNOLOGIST - LANDSCAPE ARCHITECTURAL SERVICES
L	2895	TECHNOLOGIST - FUNCTIONAL PLANNING
L	2897	TECHNOLOGIST - WATERSHED MGMT
L	5556	VOLUNTEER MGMT SPECIALIST
M	5579	ADDICTION CASE WORKER
M	A8027	APPLICATION DEVELOPER - EMS
M	6410	COORD SCIAL DETRMNTS WORKSHOP
M	6688	HERITAGECAPITALPRJSPRJMGMTASST
M	2319	IWMS DEVELOPMENT ANALYST
M	6876	PROJECT COORDINATOR LANDSCAPE ARCHITECTURE
M	6283	PROPERTY STANDARDS BYLAW OFFICER
M	6696	RESRCH/MRKTNG COMNCTNS ANLYST

N	579	ELECTRICAL & INSTRUMENTATION INSPECTOR
N	5427	ENVIRONMENTAL HEALTH PROMOTER
N	6056	ENVIRONMENTAL SPECIALIST - FOOD SAFETY
N	7047	SENIOR ENGINEERING SYSTEMS APPLICATION DEVELOPR
N	2707	SENIOR ZONING EXAMINER/CODE CORRELATOR
N	6117	SOCIAL POLICY ANALYST - PH
N	2708	SR PLANS EXAMINER
N	2707	SR ZONING EXAM/CODE COR
O	5364	BUSINESS FACILITATOR-DEVELOPMENT ENGINEERING
O	5573	ENERGY INITIATIVES COORDINATOR - CHH
O	6128	NATURAL HERITAG PLANNER I
P	A5763	APPLICATIONS ANALYST -STRATEGIC SERVICES
P	6145	BLDG INSPECTR-ILLEGAL GROW OPS
P	6669	FESTIVAL & EVENTS OFFICER
P	6060	SR BUSINESS SUPPORT ANALYST
P	4147	USER EXPERIENCE ARCHITECT
Q	6014	ENVIRONMENTAL HEALTH SPECIALIST - SAFE WATER PROG
Q	A7459	FOOD SAFETY SPECIALIST
Q	A7464	INFECTION PREVENTION & CONTROL SPECIALIST
Q	5368	SR PLANNER - ZONING BY-LAW REFORM
Q	6622	SR PLANNER URBAN RENEWAL

## **LETTER OF UNDERSTANDING – NEW EMPLOYEE VACATION ENTITLEMENT**

Notwithstanding article 7.1, the Employer reserves the right to start a new employee within the first four steps of the vacation entitlement outlined above. When the Employer determines that a new employee's vacation entitlement is at a level other than the minimum rate, the Employer shall notify the Union in writing.

The Director of Employee, Health and Labour Relations (or designate) shall be advised of any decision to place an Employee within the first four steps prior to an offer of employment. The decision of the Employer will be final and will not be subject to the grievance procedures of the collective agreement.

## **LETTER OF UNDERSTANDING – DAYS OF ACTION**

Where a protocol has been negotiated by the Union and the Employer, no Employee shall be disciplined for taking part in a Day of Action endorsed by CUPE National, CUPE Ontario, the Ontario Federation of Labour and/or the Canadian Labour Congress, so long as such participation is in keeping with the negotiated protocol.

## **LETTER OF UNDERSTANDING – EMPLOYER ISSUED CLOTHING FOR INSIDE WORKERS**

The parties agree that any matters relating to the issuance of City provided clothing for Inside workers, shall be deferred to the appropriate Labour Management Committee.

## **LETTER OF UNDERSTANDING – HOURS AND SCHEDULING DISCUSSION**

The parties agree that they will discuss scheduling with respect to seniority and a fair distribution of Part time hours at the appropriate Labour Management Committee.

Should a resolution not be achieved at the Labour Management Committee level the Union may refer the matter to a meeting with the Director of Labour Relations and the Manager/Director of the appropriate Department.

## **LETTER OF UNDERSTANDING – BOOT ALLOWANCE**

The parties agree that the issue of boots shall form part of the discussion on clothing at the appropriate Labour Management Committee.



## **LETTER OF UNDERSTANDING – “AFTER-HOURS SHIFT”**

The Parties agree that Employees working the “After-hours shift” in the Roadway Maintenance Section may request, in writing to their Director, a transfer from one shift schedule to another within the section.

Transfer requests will maintain their original submission date but must be renewed annually prior to January 31st. Failure to renew a transfer request shall result in the request being deemed to have been abandoned. Transfers will be only allowed to the extent to which operational requirements permit.

Such a transfer shall be initiated upon a vacancy arising in the shift schedule to which the Employee wishes to transfer. In the event that more than one Employee requests or has requested a transfer to the same shift schedule, transfer requests will be honoured in the order in which they were submitted. In the event that more than one Employee submits a request on the same day, requests will be granted by seniority subject to operational requirements.

The Employee shall complete the transfer form in Appendix “H” and forward as per the instructions on the form. The Employee shall retain a copy of each transfer request and a signed copy shall be forwarded to the Union by the Employer upon submission receipt of the request.

## **LETTER OF UNDERSTANDING - USE OF STUDENT WORKERS – BY-LAW**

The parties agree to meet 90 days post ratification to discuss the use of students in Municipal Law Enforcement Division (By-law) as it relates to the Letter of Understanding – Student Workers and the restrictions therein.

## **LETTER OF UNDERSTANDING – LIVING WAGE – STUDENTS**

The parties agree that in the event that City Council passes a “Living Wage” policy that explicitly applies to student workers, the current wage rate for students will be adjusted accordingly to the prevailing rates as established and accepted by Council. The wage adjustment will not be subject to any annual increases negotiated relative to this collective agreement nor shall they be treated retroactively for the purposes of any timelines set out therein.

## **LETTER OF UNDERSTANDING – TRAINING ALLOWANCE (Application of Article 23.5)**

The parties agree to the following application of article 23.5:

1. Instruction delivered in a classroom-type setting qualifies as training regardless of subject matter, and as such time spent by the bargaining unit members assigned to such duties will be compensated as per Article 23.5.
2. Shadowing is defined as designated work assignment where the Employer assigns a new employee or employees to an existing employee in the workplace for the purposes of observing work, demonstrating job duties, explaining tasks and steps involved, and/or answering questions. Shadowing occurs at the direction of the Employer in accordance with Article 23.5. Shadowing does not include general orientation to the office equipment or equipment/software (except in cases of specialized equipment/software).
3. Where the Employer assigns an Employee to a shadowing assignment they will set out in writing the duration and expectations of the assignment, including the total number of hours assigned and the tasks expected to be demonstrated. Employees will keep a record of time spent shadowing and may bring to the Employer's attention if the required tasks cannot be demonstrated in the hours assigned. Such assignment may be extended at the discretion of the Employer.

## **LETTER OF UNDERSTANDING – PART-TIME SENIORITY ACCRUAL**

It is understood that Part-time Employees are entitled to vacation time off in accordance with the Employment Standards Act. It is further understood that it is the desire of the Union to provide Part-time employees with seniority for those periods an Employee requests, and is approved for vacation in consideration of their vacation entitlement. In an effort to address this request, the Parties agree to review the processes and practices relating to part-time scheduling, payroll, records, and information technology (IT) to determine if a practical solution can be implemented within the current staffing model and technological constraints.

## **LETTER OF UNDERSTANDING – TRANSFER PILOT PROGRAM – EXTENSION**

It is agreed that the Parties will extend the pilot until March 31, 2020 for the purposes of providing a fair opportunity for dialogue on all matters relating to the practices and experiences of the parties.

Within ninety (90) days post ratification, the Parties commit to mutually agree upon a meeting schedule and frequency that will allow a full explanation of the benefits and challenges experienced by both worker and management representatives.

If the Parties mutually agree to a renewed process that serves the interests of both parties, it shall be committed, in writing, to a new LOU.

If the Parties are unable to reach a renewed process, the pilot will end as at March 31, 2020, unless the Parties mutually agree upon an extension.

## **LETTER OF UNDERSTANDING – DEEMED QUALIFIED CONVERSATION**

The Parties agree to meet 90 days post ratification to engage in discussions related to the deeming of candidates as qualified in the promotional and layoff processes.

## **LETTER OF UNDERSTANDING – EFFECTIVE DATE OF INCOME PROTECTION PLAN CHANGES**

The Parties agree that the changes to the Income Protection Plan will be effective January 1, 2020.

## **APPENDIX "A" - JOB EVALUATION MANUAL OF PROCEDURES**

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

### **Article 1 - PURPOSE**

The Joint Job Evaluation Programme 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 the changing conditions and work requirements. It is also recognized by the parties 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.
Compensation Specialist	Positions in the Human Resources Department held by individuals trained in job evaluation. Compensation Specialists 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.
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 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)

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.

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.

All decisions and agreements of the Committee shall be by consensus or by majority vote of 5 to 1.

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.

Job Questionnaire

Data collected from the incumbent and supervisor relating the job duties the incumbent is assigned to carry out.

Out of Schedule Rate

A job rate, established by the Employer, in response to market conditions.

Points

The numerical expression adopted for measurement of each degree within each factor.

Rating Manual

The basic guide for analyzing and evaluating the content of a job from the job description.

Red Circled

The current rate is in excess of the job rate that has been

	established for the job in accordance with the Job Evaluation Programme.
Request for Review	Data collected from the incumbent and supervisor stating reasons for the review and outlining how the job content has changed relating to skill, effort, working conditions and responsibility since the last review.
Supervisor	Any member of the Supervisory or Management staff with direct or indirect accountability for the supervision of the job in question.
Interim Rate	Rate established by the Human Resources Department for a job which has not yet been rated by the Compensation Specialist.
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 changed circumstances, may be made on one of the following conditions:
  - (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 Compensation Specialist for an interim wage

grade. An employee will be assigned in accordance with the Collective Agreement.

- (ii) The Compensation Specialist shall establish an 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 nine (9) months of their assignment to the new position. If an updated questionnaire is not received within the specified nine (9) month time period, the existing job description and rating shall be confirmed. Employees will be informed in their offer letter of these timelines and their requirement to contact Human Resources regarding the process.

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 it's evaluation, the resulting evaluation, including, but not limited to, the initial job description, job questionnaire and rating documentation from the interim wage rate.

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 Compensation Specialist will review the questionnaires and will rate the new job.
  - (v) 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 nine (9) months from the date of submission of the complete questionnaire to their Supervisor.
- (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 Compensation Specialist 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.

- 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) (i) The incumbent and supervisor will complete a Job Evaluation Maintenance Request Form and a Job Analysis Questionnaire for review and comment and the supervisor will submit it to the Compensation Specialist within the Human Resources Department within 45 days in accordance with the requirements of this manual.
- (ii) It is understood that the current incumbent(s) in the classification shall have the right to receive copies of all documentation related to his/her existing job and its evaluation. This would include the Job Evaluation Rating Record for the classification, the Job Analysis Questionnaire, Appeal Form and Job Description.
- (b) The Compensation Specialists shall review the proposed job description together with the Job Evaluation Maintenance Request Form and the Job Analysis Questionnaire. Upon the completion of the Compensation Specialists' 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.
- (ii) Any amendments to the job description can be included on the job description and returned to the Compensation Specialist 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 Compensation Specialist 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 is 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 Compensation Specialists 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 Compensation Specialists shall review and/or evaluate maintenance requests which meet the conditions defined in Article 7.2 herein.
- 7.2 (a) 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:
- 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.

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.

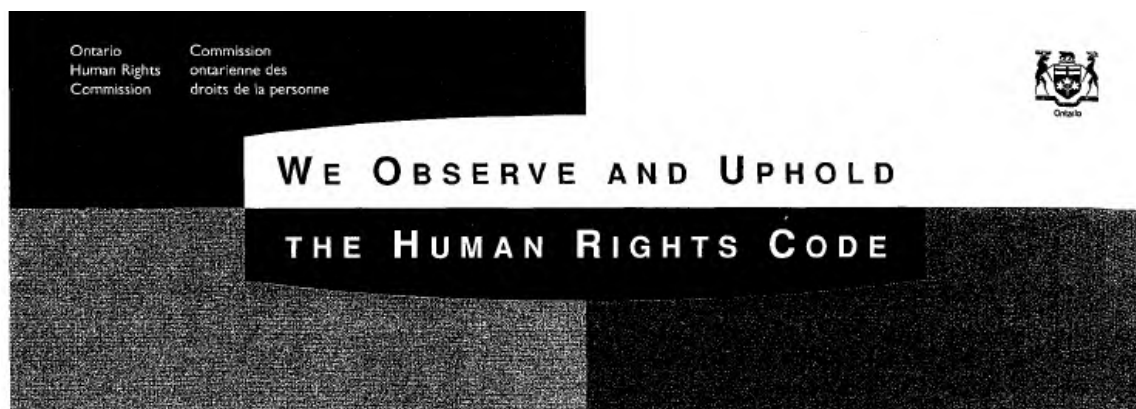
7.4 Maintenance Review:

- (a) the Request for Review Form and all other material pertinent to the review shall be forwarded to the Compensation Specialist. The Compensation Specialists may contact the incumbent(s) and/or supervisor to ensure all relevant information has been submitted;
- (b) the Compensation Specialists shall notify the Union, Supervisor, incumbent(s) and the Department Head of the decision.
- (c) For maintenance reviews articles 5 and 6 of this Manual shall apply.

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.



## APPENDIX “B” - 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, 7<sup>TH</sup> 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 “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 and January 1, 2020

Changes to this Plan at Section 7 (d) – (h) come into effect on January 1, 2020. Refer to the 2015 to 2018 collective agreement for the application of the Regulations prior to January 1, 2020.

### **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. This Plan replaces the Cumulative Sick Leave Allowances Program and is not intended to duplicate or replace any Workplace Safety and Insurance Board Benefits. Provision is included under the Short Term Income Protection Plan to "top up" awards from the Workplace Safety and Insurance 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 specialist, which prevents an Employee from attending work and which extends for a period of more than twenty-six (26) weeks.
- Pay: For purposes of this Plan, a week's pay for hourly paid Employees shall be the basic hours worked per week multiplied by the Employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime, or other increments. It is understood that the weekly amount payable under this plan will at least match the income benefits EI would pay based on the employee's insurable earnings.

### 3. COMMENCEMENT OF I.P.P.

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

(a) Employees shall be entitled to Short Term coverage as follows:

From date of eligibility until completion of one year of service – 26 weeks at 66 2/3% pay.

(b) Employees with one (1) or more years of service shall be entitled to short term income protection based on the following table:

(i) Employees who have completed one full year of service shall have two (2) weeks entitlement to short-term income protection at 100% of pay and 24 weeks at 66 2/3% pay;

(ii) Employees who have completed two years of service shall have three (3) weeks entitlement to short-term income protection at 100% of pay and 23 weeks at 66 2/3% pay;

(iii) Employees who have completed three years of service shall have four (4) weeks entitlement to short-term income protection at 100% of pay and 22 weeks at 66 2/3% pay;

(iv) Employees who have completed four years of service shall have five (5) weeks entitlement to short-term income protection at 100% of pay and 21 weeks at 66 2/3% pay;

(v) Employees who have completed five years of service shall have six (6) weeks entitlement to short-term income protection at 100% of pay and 20 weeks at 66 2/3% pay;

(vi) Employees who have completed six years of service shall have seven (7) weeks entitlement to short-term income protection at 100% of pay and 19 weeks at 66 2/3% pay;

(vii) Employees who have completed twenty-five years of service or more shall have twenty-six weeks entitlement to short-term income protection at 100% of pay;

(c) Absences extending for a time frame beyond that for which accrued 100% weeks are available are covered at 66 2/3% of pay.

- (d) Employees who currently have a higher number of weeks entitlement at 100% than the number of weeks entitlement noted above shall have their entitlement frozen at the higher level. Each Employee will be advised of the number of 100 % weeks entitlement they have within 30 days of ratification.
  - (e) An Employee who is not present at work on becoming eligible for additional weeks shall have their entitlement increased following their return to work.
4. Where available, sick leave credits may be used to extend the payment of 100% weeks.
- (a) 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 three occasions of absence in a calendar year.
    - (ii) from the second day of the fourth absence in the calendar year, and
    - (iii) from the third day of the fifth absence in the calendar year.
    - (iv) from the fourth day of the sixth and subsequent absences in the calendar year.
  - (b) On consent of the Employer, Employees shall be given an opportunity to utilize existing lieu time or vacation credits, to replace the unpaid days as provided for in (ii), (iii) or (iv) above. Where the absence is supported with a medical certificate such consent will not be unreasonably withheld.
  - (c) 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 purposes of this plan. In order for this to 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.

- (d) An Employee shall be provided up to two one-half (1/2) day absences for doctor appointments in any calendar year. These one-half (1/2) day absences shall not constitute an occasion for the purpose of this plan.
- 5. (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.
- 6. (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 and Dental Care, Life Insurance, Accidental Death and Dismemberment (AD&D) benefits, 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**

- 7. (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 Department Head or Supervisor.
  - (b) An Employee who fails to report on the first day that he/she is absent from work due to illness/non-occupational injury shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.

- (c) Upon receiving notice of an Employee's illness/non-occupational injury, the Department Head or Supervisor shall, on the same day, report such illness/non-occupational injury on the Daily Absence Status Report as provided by the General Manager of Human Resources.
- (d) An Employee whose illness/non-occupational injury extends to the fourth (4<sup>th</sup>) working day shall, on or before the fourth (4<sup>th</sup>) working day, obtain a doctor's note from a qualified medical practitioner. Such note shall be submitted to Return to Work Services upon their return to work in order to be eligible for Short Term Disability Benefits. The cost of such note shall be the responsibility of the Employee. Failure to provide such note will result in non-payment of the days for which the Employee was absent. The note shall identify an anticipated return to work date.

An Employee, whose illness is of the nature that it is reasonable to expect that this absence will exceed eight (8) working days, will not be required to provide a doctor's note but instead be required to provide a claim form in accordance with e) below.

- (e) An Employee whose illness/non-occupational injury extends to the eighth (8<sup>th</sup>) working day shall, on or before the eighth (8<sup>th</sup>) working day, file a full completed Claim Form with Return to Work Services, subject to the following:
  - (i) 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, and
  - (ii) Claim Forms must be submitted within five (5) days of the requirement set out in (e) above, and
  - (iii) The Employee will not receive Short Term Disability benefits past the thirteenth (13<sup>th</sup>) day if the Employer is not in receipt of a Claim Form substantiating their absence. Benefits will resume once the Employer is in receipt of a Claim Form that substantiates the Employee's absence, and

- (iv) If the above deadlines are not met, any benefits paid to an Employee will be recovered from the first day of absence until the date in which the Claim Form is received and accepted by the Employer.
  - (f) Where the Department Head or Supervisor has reason to believe that absence of the Employee was not due to illness/non-occupational injury, the Department head may demand a doctor's note for one day of absence, such request must be made in consultation with Labour Relations.
  - (g) An Employee whose illness/non-occupational injury extends beyond 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 claim form with Return to Work Services.
  - (h) An Employee failing to file a claim form pursuant to the Regulations above shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
  - (i) For absences of 10 or more working days the Employee must provide a medical certificate stating the Employee is fit to return to work.
8. The Head of a Department is responsible for reporting to Human Resources all cases of illness/non-occupational injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.
9. Human Resources
- (a) shall keep a record of all sick leave and accumulated credits, and
  - (b) shall notify those responsible for Department payrolls, when an Employee is not, or has ceased to be, eligible for sick leave benefits.
10. On retirement or death of an Employee Human Resources shall advise those responsible for Department payrolls of the number of days of cumulative sick leave standing to the credit of an Employee at the date of their retirement or death.



## **LONG TERM DISABILITY PLAN**

### **11. ELIGIBILITY**

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

### **12. 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.

### **13. 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.

### **14. 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 dependents and automatic adjustment due to Cost of Living Index while receiving benefit).

15. 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.

16. 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 of retirement
- (d) Death

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

It is specifically understood that LTD benefits are not payable in respect of any illness or injury for which Workplace Safety and Insurance Board benefits are payable.

(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.

18. 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.

19. WAIVER OF PREMIUM

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

20. 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.

21. EXCEPTIONS AND LIMITATIONS

(a) Disabilities Not Covered

No benefits are payable for any Disability directly or indirectly related to:

- (i) Self-inflicted injuries or illness, whether the Employee is sane or insane.
- (ii) War, insurrection, the hostile actions of any armed forces or participation in a riot or civil commotion.
- (iii) Medical or surgical care which is not Medically Necessary.
- (iv) Injuries sustained while operating a motor vehicle, either while under the influence of any intoxicant or if the Employee's blood contained more than 80 milligrams of alcohol per 100 millilitres of blood at the time of injury.

- (v) Abuse of addictive substances, including drugs and alcohol, unless the Employee is actively participating and co-operating in an in-patient medical treatment program for the substance abuse which has been approved by the Administrator, acting on behalf of the employer.

(b) Periods for Which the Employee is Not Entitled to Benefits

The Employee is not entitled to benefit payments for any period that the Employee is:

- (i) Not receiving from a Physician, regular, ongoing care and treatment appropriate for the disabling condition, as determined by the Administrator, acting on behalf of the employer.
- (ii) Receiving Employment Insurance or maternity or parental benefits.
- (iii) On lay-off during which the employee becomes Totally Disabled.
- (iv) On a leave of absence during which the employee becomes Totally Disabled.
- (v) Receiving benefits under an employer-sponsored salary continuance or short-term wage loss replacement plan.
- (vi) Working in any occupation, except as provided for under the Rehabilitation Assistance provision.
- (vii) Incarcerated in a prison, correctional facility, or mental institution by order of authority of a criminal court.

22. COST OF THE PLAN

The premiums will be paid in full by the City

23. 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.

24. CLAIMS

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

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

NOTES:

25. 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 Workplace Safety and Insurance 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 "C1" - STD CLAIM FORM

The City of Hamilton

CUPE 5167 Claim form-Income Protection Benefits  
(Short Term Disability)

Forward Completed Form to:

<p><b>Mailing Address:</b></p> <p>Return to Work/Work Accom. Human Resources 71 Main Street West HAMILTON, ON L8P 4Y5</p>
---

<p><b>Physical Address</b></p> <p>Director, Employee and Labour Relations Return to Work/Work Accom. Human Resources Standard Life Building 120 King Street West, 11<sup>th</sup> Floor HAMILTON, ON L8P 4V2 Fax: 905-546-4174 Email: RTWS@Hamilton.ca</p>
--

**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 the appropriate Return to Work/Work Accommodation Specialist and the Director of Employee/Labour Relations, and will become part of the Employee's confidential health record separate from the Employee's personnel file.
6. Claims Forms are required to be submitted as per the Collective Agreement or otherwise as directed by the Employer.
7. Both Part 1 and 2 must be completed **in full** before S.T.D. payments can be authorized
8. Employee may be required to provide additional medical information where reasonably necessary to determine eligibility for disability or to evaluate work accommodation alternatives.

Personal information contained on this form is collected pursuant to section 8 of the Municipal Act, 2001, and will be used a) by the Claims Section, independent medical, or Long Term Disability Carrier to determine eligibility for disability benefits and b) Return to Work/Work Accommodation Services and the Director of Employee and Labour Relations to evaluate work accommodation alternatives. Questions about this collection should be directed to the Director of Employee and Labour Relations

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

1. Name:	Department:	Employee No: Phone Number:
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 Director, Employee and Labour Relations, Return to Work / Work Accommodation Services Human Resources Standard Life Building 120 King Street West, 11<sup>th</sup> Floor HAMILTON, ON L8P 4V2 Fax number 905-546-4174 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 paycheque if it is found that the independent medical 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 indicate when symptoms first appeared or accident happened (day/month/year)	
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 Medication <input type="checkbox"/> Surgery <input type="checkbox"/> If none, please explain:	Counselling <input type="checkbox"/> Physical Rehabilitation <input type="checkbox"/>
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 approx. 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. 8, above, is this Employee capable of performing their regular or modified duties at the present time?

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

9. Restrictions and Limitations: Please provide details of the employees restrictions and limitations as it pertains to their ability to work

---

10. 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)

Fax No.

Signature

Date (day/month/year)

## **APPENDIX “D” - LIFE INSURANCE**

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

### Accidental Death and Dismemberment

Accidental Death and Dismemberment coverage to a maximum of \$75,000.00

-Benefit for active employees ceases at the earlier of age 65 or retirement.

### Life Insurance at Retirement

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

## **COORDINATION OF BENEFITS & POSITIVE RE-ENROLLMENT**

Co-ordination of benefits and positive re-enrolment will be mandatory. If an Employee does not complete positive re-enrolment, benefit coverage will be suspended for that Employee and their dependants until the positive enrolment obligation has been completed.



## **APPENDIX “E” - SUMMARY OF BENEFITS**

**CITY OF HAMILTON**  
**CUPE 5167 – ACTIVE EMPLOYEES**  
**POLICY NUMBER: G0085801**  
**ISSUED: August, 2011**

### **IMPORTANT INFORMATION:**

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

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

You can contact Manulife Financial at  
1-866-769-5556  
Or visit our website at:  
[www.manulife.ca/groupbenefits/securereserve](http://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 year in a common-law relationship;
- (ii) your natural or adopted child, or stepchild, who is;
  - unmarried
  - under age 21, or under age 25 if a full-time student
  - not employed on a full-time basis, and
  - not eligible for coverage as an employee under this or any other group

Coverage for an unmarried dependent child who is incapable of self support due to mental or physical handicap shall continue beyond the limiting age stated above, provided satisfactory proof is given to Manulife Financial that disability occurred while an eligible dependent:

- a) within thirty days after attainment of the limiting age, and
- b) as often as Manulife Financial may reasonably require thereafter.

A newborn child shall become eligible from the moment of birth.

#### **CHANGES IN BENEFIT COVERAGE**

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

Should be directed to the Human Resources Department.

#### **INQUIRIES ON BENEFIT COVERAGE**

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

## **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 and the allowable markup as determined by the group benefits provider.

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

**Paramedical Services** - maximum amount allowed:

**a) Clinical Psychologist, Psychiatrist, Psychotherapist, Social Worker:**

**Maximum of 2 visits per calendar month**

Maximum amount allowable - \$1000 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 \$350 (inclusive of an eye exam) per 24 consecutive months.

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

**EHB (Extended Health Benefits) 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** - Nil.

**Major Services** - \$1,500 combined maximum per calendar year.

**Orthodontic Services** - Lifetime maximum of \$2,500 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:

- (a) the date your employment terminates;
- (b) 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) was enrolled in Extended Health care, Dental care and Life Insurance coverage immediately preceding retirement and,
- b) retired from the Employer between the ages of 55 and 65 and is in receipt of an OMERS pension, and, at the date of 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
- (ii) Dental Care
- (iii) Vision Plan

subject to the conditions that,

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

This coverage will cease on the earliest of:

- (a) the date of your normal retirement date, death, change in classification;
- (b) 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 Financial directly. No claim forms are necessary.

## **Direct Claims Submission**

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

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

Manulife Financial must receive written proof of claim 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 & POSITIVE RE-ENROLLMENT**

Your Manulife Financial 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 claim 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.

Coordination of benefits and positive re-enrollment will be mandatory. If an Employee does not complete enrollment, benefit coverage will be suspended for that Employee and their dependents until the positive re-enrollment obligation has been completed.

## **CONVERSION**

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

## **EHB (EXTENDED HEALTH BENEFITS)**

The benefits described below are available to you through Manulife Financial 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 Financial from the date of the last service provided.
- Manulife Financial 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 oral contraceptives, anti-obesity drugs, fertility drugs, injected allergy sera and insulin, needles, syringes and test-tape for use by diabetics. All prescribed and over the counter Smoking cessation aids and drugs are limited to a combined maximum of \$300 per person, per calendar year. Benefits are not payable for vitamins or vitamin preparations 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 \$25,000 and a lifetime maximum of \$100,000 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. The attending physician must certify nursing services are medically necessary. 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 Financial. When the services are extended for more than 30 days, prior approval must be obtained from Manulife Financial 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 \$1,500. Initial assessments are not covered.

**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 Financial 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 Financial 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 Financial. Where a range of fees, individual consideration or laboratory charges are included, Manulife Financial 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 Financial 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 Financial 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, repairs to prosthetic appliances, stump socks, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), surgical brassieres, incontinence supplies, ostomy supplies (where a surgical stoma exists), tracheotomy supplies, and corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery). Surgical stockings to a maximum of \$400 per calendar year. Lymphedema sleeves/compression sleeves with a mean compression factor of 20mmHG, up to a maximum of 2 sleeves per body part or limb per calendar year. Wigs and hairpieces for patients with temporary hair loss, up to a maximum of \$1,500 per lifetime. Custom-made orthopaedic boots or shoes, adjustments to stock item footwear and custom moulded foot orthoses (orthotics) are subject to a combined maximum of \$500 per



Employee per calendar year and \$750 per 2 calendar years for spouse and dependent children.

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

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

**8. VISION:** Payment will be made towards the purchase of new or replacement eyeglasses or contact lenses for you or an eligible dependent, when prescribed by your doctor, ophthalmologist or optometrist. Charges for eye examinations or to repair existing frames or lenses and elective laser vision correction procedures 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 Workplace Safety and Insurance 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 and hospital bed repairs, crutches, cane, walker, oxygen set, apnea monitor, aerochambers, compressors, nebulizers, CPAP machines, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs. The following diabetic equipment will also be covered: pen injectors, kidney checking devices, bloodletting devices, insulin infusion set and blood glucose monitoring machine.

**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 which occurs during the first sixty (60) days while travelling or temporarily residing outside your province of residence, and which are in excess of the provincial health plan allowance:

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

**14. PRIVATE HOSPITAL:** If you are hospitalized in a contracted private hospital payment will be made for room and board charges in excess of those payable by your provincial health plan.

**15. PSA TESTING:** The City is to pay for a PSA test for all members and spouses of members once every twenty-four (24) consecutive months.

## **LIMITATIONS**

Extended Health Benefits are not payable for:

- (i) Services normally paid through any provincial hospital plan, any provincial medical plan, Workplace Safety and Insurance Board, other government agencies or any other source.
- (ii) 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.
- (iii) Dental care (except as outlined under "Benefits").
- (iv) Rest cures, travel for health reasons, insurance examinations or services or supplies for cosmetic purposes.
- (v) 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, 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. Panoramic films once every nine (9) months.

**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). Preventative recall packages once every six (6) months for persons up to and including age 12 and once every 9 months for persons over age 12.: Oral hygiene instruction and reinstruction once every nine (9) months.

### **Fillings**

**Extractions** - includes root extractions

### **Anaesthesia**

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

**Periodontic 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 4 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 Financial 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 Financial 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 Financial prior to commencement of treatment. After reviewing the plan, you will be advised of the amount payable by Manulife Financial. Where a range of fees, individual consideration or laboratory charges are included, Manulife Financial 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. Manulife Financial 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 Financial and the dentist's charge is your responsibility. If you do

not submit a treatment plan, Manulife Financial reserves the right to pay benefits based on the less expensive procedure, which will provide satisfactory results.

**Benefits are not payable for:**

- (i) Services or supplies not listed under Benefits.
- (ii) Services or supplies for cosmetic purposes.
- (iii) Charges for procedures or appliances connected with implants.
- (iv) Services or supplies related to Temporomandibular Joint problems.
- (v) 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.
- (vi) Charges incurred as a result of self-inflicted injury.
- (vii) Charges incurred while committing, or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed.
- (viii) 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.
- (ix) Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown on your Identification Certificate.
- (x) Services or supplies covered by any government plan.
- (xi) Services completed after termination of coverage.

## APPENDIX "F" - TERMS OF REFERENCE - JOINT HEALTH & SAFETY COMMITTEE

(Insert Department Name) DEPARTMENT

(Insert Section/Division Name) SECTION

### MULTI-SITE/JOINT HEALTH AND SAFETY COMMITTEE

#### PREAMBLE

The Occupational Health and Safety Act (OHSA) requires the establishment of Joint Health and Safety Committees (JHSC) where twenty or more workers are regularly employed at a workplace. The JHSC must meet on a regular basis. The Committee may meet as often as it deems appropriate but not less than quarterly (OHSA Section 9 (33)).

The Parties recognize that joint co-operation and participation in education/training programs, investigations and problem solving will result in a healthier and safer workplace and optimize resources.

The Parties acknowledge that an effective JHSC can only exist when the Committee representatives are from the workplace they represent and are committed to the responsibilities outlined herein. To affect this, the undersigned undertake to ensure the work of the Joint Health and Safety Committee is conducted in good faith and will be supported and promoted by the Parties.

The Parties acknowledge that their representatives on the JHSC sit as equals and that while conducting Committee business their focus should be exclusively devoted to promoting and resolving health and safety issues.

#### STRUCTURE OF COMMITTEE

- 1.1 The (Insert specific name of JHSC here) Joint Health and Safety Committee (hereafter referred to, as "the Committee") shall consist of an equal number of Worker and Management members. Management shall appoint (insert actual # of members) Management members and the Union shall appoint (insert actual # of members) Worker members.

There can be an unequal number of members on the Committee, provided at least half of the member(s) are Worker representatives.

The term of office shall generally be for one (1) year but may be extended by mutual consent of the Parties.

Each Committee member shall have an Alternate. The Alternates shall be

utilized only when the member is unavailable. The Co-Chairs shall be informed before the meeting date of substitute members.

Please refer to Appendix F1 for standing members of the Committee as well as Alternates.

The Alternate's role will be to act on behalf of the member in the workplace and at JHSC meetings, in the absence of the member.

The Corporate Workplace Safety Section representatives and/or designates shall not be members of the Committee but by mutual agreement of the Co-Chairs may be utilized by the Committee as resource persons as needed.

The Canadian Union of Public Employees Occupational Health and Safety Staff Specialist shall not be a member of the Committee but by mutual agreement of the Co-Chairs may be utilized by the committee as a resource person as needed.

- 1.2 The Committee shall meet on a regular established schedule as outlined in Appendix F2. Any changes to the established schedule shall be by mutual approval of the Co-Chairpersons. Additional meetings may be called as deemed necessary by agreement of the Co-Chairs.
- 1.3 The Committee shall elect from within its membership Co-chairpersons. Those members representing Management shall elect the Management Co-Chair and those members representing Workers shall elect the Worker Co-Chair. The Co-chairpersons will serve for a term of office established by the Committee.
- 1.4 The Joint Health and Safety Committee shall have at least the minimum number of certified members as required by the Occupational Health and Safety Act. This Committee shall have **(insert the agreed upon number of Management certified members here)** Management members and **(insert the agreed upon number of Worker certified members here)** Worker members.  
  
Such certified members shall have the power to make a mutual decision to stop work they consider dangerous to the health or safety of workers or the public. Additional members of the Committee may be trained as certified members.
- 1.5 The Co-Chairpersons may, with the consent of their counterpart, invite any additional person(s) to attend the meeting to provide additional information and comment, but such person(s) shall not participate in the regular business of the meeting as members.
- 1.6 Any vacancy on the Committee will be filled in thirty (30) calendar days. All new member or alternates will be identified in writing to all Parties immediately.

## FUNCTIONS OF THE COMMITTEE

2.1 The functions of the Joint Health and Safety Committee shall be as described in the Occupational Health and Safety Act and shall generally be as follows:

- (a) To receive information from and be consulted by all other workplace Committees when dealing with issues related to the Health and Safety of workers. In any emergency issues or epidemic situations all members of the Committee are to be notified as soon as possible.
- (b) To identify working conditions or work situations that may be a source of danger or hazard to workers or the public.
- (c) To identify or evaluate all situations pertaining to health and safety in the work areas they represent.
- (d) To obtain information respecting:
  - (i) The identification of existing or potential hazards related to materials, processes, work practices or equipment.
  - (ii) The health and safety experience and work standards in similar workplaces.
- (e) To participate in the development of, and to provide leadership in the promotion of, departmental health and safety initiatives.
- (f) To review and make recommendations on outstanding unresolved items.
- (g) To recommend to Management to ensure that sufficient education and training programs are available for employees and for all Joint Health and Safety Committee members so that they may become knowledgeable in the Occupational Health and Safety Act and their duties, rights, and responsibilities there-under.

To co-operate and be involved in the assessment, evaluation and as required, delivery of health and safety training and education.

To the extent possible, joint in house trainers will be used to deliver training (one representing Management and one representing Workers). The trainers shall be qualified members on the Committees wherever possible.

- (h) To address matters related to Designated Substances, the Workplace Hazardous Material Information System (W.H.M.I.S.) and Transportation of Dangerous Goods (T.D.G.) regulations where applicable. And to receive all related information on the aforementioned as required under



the O.H.S.A.

- (i) To review fire procedures, W.H.M.I.S. compliance and any and all other Health and Safety Policies on a yearly basis, as deemed necessary by Legislation or the Committee. Such reviews may be in the form of a training session, quiz or educational program etc.
- (j) To be given reasonable advanced notice of any workplace testing or monitoring that maybe required.
- (k) To review all accident, incident and inspection reports on an ongoing basis ensuring that any remedial actions required are followed up as quickly as possible.
- (l) To deal with any other health and safety matters that the JHS Committee deems appropriate
- (m) Exercise other rights and fulfill other duties assigned to Joint Health and Safety Committees under the Occupational Health and Safety Act

**2.2** The Joint Health and Safety Committee shall meet on a regular basis, on a schedule to be determined by the Committee. The meetings shall not be conducted more frequently than once every month unless the need is mutually agreed upon. The Committee is encouraged to establish meeting dates in advance for the calendar year per Appendix F2.

## **WORKPLACE INSPECTIONS**

**3.1** The Worker members of the Committee shall designate one of the members representing workers to inspect the physical condition of each departmental worksite where there are workers. Where practicable the workplace inspection is to be conducted jointly with a Management designated member. However, in the event the Management member is not available for the scheduled inspection and it can't be rescheduled within the immediate future, the Worker Representative shall conduct the inspection on his or her own.

The workplace inspection(s) shall be conducted according to a schedule to be determined by the Committee utilizing Appendix F4.

Workplace inspections shall be conducted once per month by qualified (preferably certified) members. This frequency may be increased in the event of an emergency, or the Committee deems more frequent inspections are necessary.

**3.2** All Health and Safety concerns noted during the physical inspection shall be recorded on an official workplace audit form and signed by the person(s)

conducting the inspections. A completed copy of the audit form(s) shall be forwarded to the Corporate Workplace Safety Section in Human Resources, the Director of the Department, the Union office(s), and members of the Joint Health and Safety Committee.

- 3.3 The workplace audit form shall be forwarded within four (4) calendar days of the workplace inspection and shall, in addition to identifying existing or potential hazards, indicate how long it took to complete the inspection.
- 3.4 A copy of these audit forms shall also be posted in a conspicuous location(s) for the information of the workers.
- 3.5 Where concerns are noted the Divisional Manager, or designate, shall respond in writing, directly to the Chairpersons of the Joint Health and Safety Committee, within twenty-one (21) calendar days. This written response shall include a status report on all outstanding items including immediate steps taken to resolve the problem and/or a proposed action plan and time frame for resolving the problem(s). The response should also indicate the name(s) of the person(s) responsible for follow up.
- 3.6 The Worker Co-Chairperson or certified worker member or their designate will accompany a Ministry of Labour Inspector during a Ministry inspection of the workplace. Any and all Ministry of Labour orders will be posted in the workplace in a conspicuous area for the information of workers, provided to the Joint Health and Safety Committee and forwarded to the Union Office(s) by the Co-Chairpersons.
- 3.7 Any oral communications from the MOL Inspector or MOL Official shall be confirmed with both the Worker and the Management Committee members and followed up in writing. A copy of the correspondence will be forwarded to the Workplace Safety Section, Divisional Manager, and the CUPE Local Office in four (4) calendar days.

#### **ACCIDENTS / INCIDENT INVESTIGATION WORKPLACE TESTING**

- 4.1 The Management and Worker representatives will each designate one Member (and an Alternate) from their side to investigate all workplace accidents meeting the "critical injury criteria" as outlined in Section 51 of the OHSA (Occupational Health and Safety Act). The designated Members shall, where possible, be certified members. The Investigation Team will be responsible for ensuring that all the requirements outlined in the Occupational Health and Safety Act with respect to "critical incidents" are carried out.

The Union, Senior Management and the Ministry of Labour shall be notified of the names of the Worker(s) so designated.

- 4.2** In the event a non-certified Worker member of the Committee is called upon to investigate a "critical injury" within the jurisdiction of the Committee, they shall contact a certified Worker representative as soon as possible to provide a detailed report.

The employer shall designate a Management member of the Committee to assist the non-certified Worker member in these investigations.

- 4.3** This investigation team will be responsible to oversee that the requirements prescribed in Section 9 (31) of the Occupational Health and Safety Act, and Sections 5 and 6 of the Regulations for Industrial Establishments are properly carried out. The Designated Members shall, where possible be Certified Members (as per the Occupational Health and Safety Act).
- 4.4** The Committee shall review all accident and incident reports during their regular Committee meetings. The Committee may further inquire into these matters should it be deemed necessary.
- 4.5** A Worker member of the Committee shall be made available to represent workers involved in a work refusal. The Worker-member shall be assisted by a Management committee member. The parties will ensure that the requirement prescribed in Section 43 of the Occupational Health and Safety Act is carried out. The designated members shall, where possible, be certified members (as per the Occupational Health and Safety Act).
- 4.6** A Worker member of the Committee shall be notified to accompany a Ministry of Labour Official on inspection tours within their area along with a designated representative of Management. Where possible the member shall be a Certified Member (as per the Occupational Health and Safety Act).
- 4.7** The JHSC will be consulted concerning proposed occupational hygiene assessment strategies. The Worker Co-Chair or certified member or their designate will be entitled to be present at the beginning of testing. The JHSC will be provided with the results of the testing. Testing results will be forwarded to the CUPE Local Office within four (4) calendar days.

## **COMMITTEE RECOMMENDATIONS**

- 5.1** All recommendations from the JHSC shall be dated and forwarded to senior management in writing. Senior management shall consider the recommendations of the Committee and respond in writing directly to the Co-Chairpersons within twenty-one (21) calendar days.

The response will indicate whether the recommendation is accepted or rejected and will clearly provide Management's assessment of the problem.

If the recommendation is rejected the response will outline clear and reasonable

grounds for the rejection. If approved, the response will outline who is responsible for resolving the matter and the time frame for implementation.

## **MINUTES OF MEETINGS**

- 6.1** The Committee shall designate a secretary for the meeting to take minutes and be responsible for having the minutes typed, circulated and filed within fifteen (15) calendar days of the meeting. The person assigned should not be a member of the Committee but from an administrative group having access to equipment to produce the finished documents.

Prior to circulation, “draft” minutes of the meeting shall be reviewed and edited where necessary by the Co-Chairpersons, then signed and circulated to all Committees and Committee members. A copy shall be forwarded to Senior Management, the Union Office and the Corporate Workplace Safety Section.

Agenda items will be identified by an acceptable reference numbering system and be readily available in a proper filing system, located at the workplace. Names of Committee members will not be used in the Minutes except where specifically designated by the employee named.

- 6.2** The Committee will attempt to resolve issues through “consensus”. If consensus is not attainable, it will be so recorded in the minutes and the parties can then pursue other available options, such as the grievance procedure or a direct complaint to the Ministry of Labour to resolve the issue.

## **MEETING AGENDA**

*NOTE: It is intended that only designated members of the committee shall attend regularly scheduled committee meetings unless it is determined by consensus of the designated committee members that the issue(s) to be dealt with is/are of such significance that the alternate members need to be present.*

- 7.1** The Co-Chairpersons shall prepare an agenda and forward a copy of the agenda to all Committee members at least one week in advance of any meeting.
- 7.2** The Committee may accept any item pertaining to health and safety as proper for discussion and resolution except that which would amend, alter, subtract or add to any terms of the collective bargaining agreement. All items raised from the agenda in meetings will be dealt with on the basis of consensus. Formal voting or motions will not be used.
- 7.3** All items that are resolved will be so reported in the minutes. Incomplete items will be addressed at the next meeting. Unresolved items shall be referred directly to Senior Departmental Management.

- 7.4** Where an item involves workplace policy issues, it shall be referred directly to the Department General Manager for consideration. The Department General Manager will respond in writing to the Co-Chairpersons of the Joint Health and Safety Committee prior to the next scheduled meeting of the Committee at which point the issue will be tabled for discussion/resolution.
- 7.5** The Committee is not mandated to discuss budget implications when deciding on issues brought before it.

## **QUORUM**

- 8.1** The Committee shall have a Quorum of 50% + 1 members present in order to conduct business. One of the designated Co-Chairpersons must be present in order to conduct business.

The quorum for Joint Health and Safety Meetings may consist of more Worker members than Management members but at no time shall there be a quorum when less than 50% of those in attendance represent workers.

The respective Co-Chairpersons will address issues of absenteeism.

## **PAYMENT FOR ATTENDANCE AT MEETINGS**

- 9.1** All time spent in attendance at Committee Meetings or in official activities relating to the function of the Committee, including training activities, is considered time at work and the worker shall be paid at the applicable rate as per the collective agreement. Where the time spent will involve overtime the worker shall so advise.

Those Members working on shifts shall try to schedule their official committee business to coincide with their regular work time. Where this is not possible they shall be compensated as per the collective agreement for time spent carrying out committee related work.

The employer will assume travel and other related costs arising from performance of these duties.

- 9.2** Up to one hour paid "preparation time ", shall be provided for Committee members prior to scheduled committee meetings. This paid time may be extended by mutual agreement of the Co-Chairpersons.

## **GENERAL**

- 10.1** All employees shall bring any Health and Safety concerns to their Supervisor before bringing it to the attention of the Committee. All concerns will be thoroughly investigated and factual information pertaining to the issue must be

freely exchanged when seeking resolution of a concern.

- 10.2** Committee Members will thoroughly investigate all complaints in order to gather all related facts and will exchange those facts with their counterparts when searching for a resolution of the problem. All problem resolutions will be reported in the minutes.
- 10.3** Although every effort will be made to address concerns through the joint resolution process outlined in this agreement, this process does not prevent any employee of the City of Hamilton from contacting and requesting the intervention of the Ministry of Labour.
- 10.4** Medical, personal and/or trade secret information, obtained through investigations and/or inspections will be kept confidential by all Committee members.
- 10.5** The names of Joint Committee Members, including Co-Chairpersons, and the area of representation, will be clearly posted in each workplace on Appendix F1 in accordance with Section 9, subsection 32 of the Occupational Health and Safety Act.

The list of Committee Members will be forwarded to Management and the Union. The list will also be forwarded to the Ministry of Labour Regional Manager upon request.

- 10.6** Management must prepare and review at least annually, a written Occupational Health and Safety Policy and must develop and maintain a program to implement that policy [Section 25(2)(j)]. This shall be accomplished in consultation with the Joint Health and Safety Committee.

**PLEASE NOTE:**

*These Guidelines provide a framework for an effective, functioning Joint Health and Safety Committee. Further references can be made to the Occupational Health and Safety Act and its Guidebook for clarification.*

**AMENDMENTS TO THESE GUIDELINES**

- 11.1** These Terms of Reference shall be reviewed annually by the Joint Health and Safety Committee.

It is understood that Appendix F is a “generic master template” that outlines the minimum requirements / standards for the multi site/Health and Safety Committees.

Any recommended amendments, deletions or additions to these guidelines must first have consensus of the total committee. They shall then be set out in writing

and forwarded to The Corporate Workplace Safety Section, The Director of the Department, the Union Office, all members of the Joint Health and Safety Committee(s) and, finally, to the parties authorized to amend the collective agreement for internal approval. Following the process outlined above and with final approval from the Ministry of Labour, they will be attached as an Appendix to these guidelines.

- 11.2** This Minister's Order may be rescinded by the Minister of Labour upon consultation with the workplace parties.

## APPENDIX “F1” - Multi-Site/Joint Health and Safety Committee

(insert department name)  
(insert division/section name)

### COMMITTEE MEMBERS

WORKER

MANAGEMENT

- |          |          |
|----------|----------|
| 1) _____ | 1) _____ |
| 2) _____ | 2) _____ |
| 3) _____ | 3) _____ |
| 4) _____ | 4) _____ |
| 5) _____ | 5) _____ |
| 6) _____ |          |

### ALTERNATES

- |          |          |
|----------|----------|
| 1) _____ | 1) _____ |
| 2) _____ | 2) _____ |
| 3) _____ | 3) _____ |
| 4) _____ | 4) _____ |
| 5) _____ | 5) _____ |
| 6) _____ |          |



## APPENDIX “F2” - JHSC MEETING SCHEDULE

Date\_\_\_\_\_ Time\_\_\_\_\_

Location\_\_\_\_\_

Date\_\_\_\_\_ Time\_\_\_\_\_

Location\_\_\_\_\_

Date\_\_\_\_\_ Time\_\_\_\_\_

Location\_\_\_\_\_

Date\_\_\_\_\_ Time\_\_\_\_\_

Location\_\_\_\_\_

Date\_\_\_\_\_ Time\_\_\_\_\_

Location\_\_\_\_\_

Date\_\_\_\_\_ Time\_\_\_\_\_

Location\_\_\_\_\_

Date\_\_\_\_\_ Time\_\_\_\_\_

Location\_\_\_\_\_

**APPENDIX “F3” - LOCATIONS AND NUMBER OF WORKERS**

(list all work sites)

(list # of workers at site)

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## APPENDIX "F4" - WORKPLACE INSPECTION SCHEDULE

Date \_\_\_\_\_ Time \_\_\_\_\_

Location \_\_\_\_\_

INSPECTORS \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Location \_\_\_\_\_

INSPECTORS \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Location \_\_\_\_\_

INSPECTORS \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Location \_\_\_\_\_

INSPECTORS \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Location \_\_\_\_\_

INSPECTORS \_\_\_\_\_

## **APPENDIX "G" - RETURN TO WORK COMMITTEE - TERMS OF REFERENCE**

### **MANDATE**

**1.1** To the extent possible, ensure fair, consistent and equitable treatment of all employees requiring assistance when returning to work from an injury or illness. All processes in relation to Return to Work or Work Accommodation will adhere to the terms of the Collective Agreement as well as all applicable statutes, regulations or guidelines, which includes, but may not be limited to the following:

- (1) Personal Health Information Protection Act. (PHIPA);
- (2) Municipal Freedom of Information Protection Act. (MFIPA);
- (3) Personal Information Protection and Electronic Documents Act (PIPEDA)
- (4) Workplace Safety and Insurance Act. (WSIA);
- (5) Occupational Health and Safety Act. (OHSA);
- (6) Ontario Human Rights Code.

In the event there is a conflict between a provision of the collective agreement and an applicable statute or regulation, the legislation shall prevail.

### **STRUCTURE OF COMMITTEE**

**2.1** The Return to Work Committee (hereafter referred to, as "the Committee") shall consist of an equal number of employer and union members. The employer shall appoint three management members and the local union shall appoint three union members.

The committee shall be jointly chaired.

Each party shall also designate alternates who shall replace standing members when a standing member is unavailable. The committee co-chairs shall be informed when an alternate will be substituting for a standing member on RTW committee activities.

Refer to Appendix "G1" for standing members of the committee as well as alternates.

An alternate shall, in the absence of a standing member and at the direction of their respective co-chair, act on behalf of a member on RTW committee activities. To ensure the alternates remain fully informed of issues and actions undertaken by the committee they shall be copied on all minutes, reports, correspondence or other documents circulated to standing members.

In addition, each party is entitled to utilize the assistance and expertise of external resource person(s) as they deem necessary however such resource people are not considered members of the committee and they have no authority

to direct the committee.

All standing members, alternates or resource persons working with the committee are obligated to ensure any confidential material or information to which they have access remains confidential.

It is agreed that the Director of Employee and Labour Relations shall not be a member of the committee (or an alternate) while responsible for the direct supervision of Return to Work/Work Accommodation Services staff and/or the individual to whom the recommendations of the committee are forwarded for follow up.

- 2.2** The Committee shall elect from within its membership co-chairpersons. Those members representing management shall elect the management co-chair and those members representing workers shall elect the worker co-chair. The co-chairpersons will serve for a term of office established by the Committee.
- 2.3** The Committee shall meet on a regular established schedule as outlined in Appendix "G2". Any changes to the established schedule shall be by mutual approval of the co-chairpersons. Additional meetings may be called as deemed necessary by agreement of the co-chairs.
- 2.4** The co-chairpersons may by mutual agreement invite additional person(s) to attend a meeting to present information or provide advice or comment, but such person(s) shall not have standing as members.
- 2.5** Any vacancy on the Committee shall be filled in 30 calendar days. All new standing members or alternates will be identified in writing to all parties as soon as practicable to do so.

## **FUNCTIONS / PURPOSE OF THE COMMITTEE**

- 3.1** The functions of the Return to Work Committee shall generally be as follows:
  - (a) To assist all injured/ill employees in achieving a timely and safe re-integration into appropriate and meaningful job placements on a temporary or permanent basis as required by an individual's medical circumstances.
  - (b) To identify appropriate opportunities for employees who require either temporary or permanent work accommodation placement.
  - (c) To ensure that accommodation placements or graduated return to work plans are reviewed and validated by qualified medical professionals where there is any concern about the placement based on the interpretation of medical reports or assessments.

- (d) To expedite the arrangement of appropriate accommodation placements in order to minimize unnecessary absenteeism.
- (e) To identify the need and oversee the education of workers and management with respect to accommodation issues when, where and as required.

## **COMMITTEE RECOMMENDATIONS**

- 4.1 It is intended that the committee shall deal with and resolve issues on a consensus basis.
- 4.2 All recommendations from the RTW committee shall be dated and forwarded to the Director of Employee and Labour Relations in writing. The Director of Employee and Labour Relations shall consider the recommendations of the committee and respond in writing directly to the co-chairpersons within 21 calendar days.

## **OTHER COMMITTEE COMMUNICATION**

- 5.1 The RTW committee will liaise with other like committees to exchange / communicate information on health-related issues or trends. These committees include but are not limited to Benefits, Health & Safety and Employee Family Assistance Program.

## **RESPONSIBILITIES**

- 6.1 The following table outlines the general responsibilities of the Employer and Union jointly, and the Employer, the Union and Employees with respect to the functions of the RTW program.

### **The Employer and the Union jointly agree:**

- To work cooperatively in the development and ongoing maintenance of a joint RTW policy and RTW program and to actively support the joint RTW program and committee within their constituent groups.
- To ensure the development and maintenance of effective and ongoing communication lines where necessary between the RTW committee, employees, managers, labour relations and RTW services staff.
- To make every reasonable effort to identify suitable employment opportunities and placements for ill or injured employees within the employees own job, own department and own bargaining unit to the extent possible or, if necessary, in a suitable position elsewhere in the employers operations.
- To ensure that qualified medical professionals review and interpret medical assessments or reports where necessary.

- The Union**
  - To assist its members in the RTW program accordingly. Communicate any concerns that arise regarding any modified work issues to the committee as soon as practicable.
  
- The Employer**
  - To provide logistical support to the joint RTW committee such as meeting space, administrative assistance for minutes and committee correspondence and confidential and secure filing.
  
- The Employee**
  - Maintain regular contact with the RTW Services Section as determined necessary.
  - Take an active role in any individual work program deemed medically suitable.
  - Cooperate with the RTW Specialist to the extent possible.
  - Provide any relevant or necessary medical information / reports required by the RTW Specialist while adhering to all applicable statutes, regulations or guidelines, which includes, but may not be limited to the following;
    - (1) Personal Health Information Protection Act. (PHIPA);
    - (2) Municipal Freedom of Information Protection Act. (MFIPA);
    - (3) Personal Information Protection and Electronic Documents Act (PIPEDA);
    - (4) Workplace Safety and Insurance Act. (WSIA);
    - (5) Occupational Health and Safety Act. (OHSA);
    - (6) Ontario Human Rights Code.

## **MINUTES OF MEETINGS**

- 7.1** The Employer shall provide administrative assistance to the committee for the purpose of taking, producing and circulating meeting minutes as well as circulating agendas, meeting notices and reminders and other committee correspondence. The person assigned will not be a member of the Committee. It is anticipated that minutes should be completed within ten days of the meeting. Prior to circulation, “draft” minutes of the meeting shall be reviewed and edited as necessary by the co-chairpersons, then signed and circulated to all committee members and alternates. A copy of the approved minutes shall also be forwarded to the Union office.

Agenda items will be identified by an acceptable reference numbering system and be readily available in a secured filing system, located in Human Resources. Names of committee members will not be used in the minutes unless specifically requested by the member. Employees whose cases are being reviewed will not be identified by name. Reference shall be by case number only.

## **MEETING AGENDA**

*NOTE: It is intended that only standing members of the committee (or alternate attending in their stead) shall attend scheduled committee meetings. However, there may be occasions where the issue(s) to be dealt with are of such significance that both standing and alternate members should be present. Such occasions will be determined by consensus of the designated standing committee members.*

- 8.1** The co-chairpersons shall prepare an agenda for circulation to all Committee members at least one week in advance of any meeting. Case review details will be provided at least one day in advance.
- 8.2** The Committee will attempt to resolve all issues through “consensus”.
- 8.3** All items that are resolved will be so reported in the minutes.

Incomplete or unresolved items will be carried forward and considered at the next meeting. Where the unresolved issue is time sensitive a special meeting may be convened for follow up.

Unless otherwise agreed by consensus of the committee items that remain unresolved after two meetings shall be referred in writing to the Director of Labour Relations for a written response and a copy to be provided to the Employee.

If an issue arises where consensus remains unattainable, it will be so recorded in the minutes and the parties can then pursue other available options.

## **AMENDMENTS TO THESE GUIDELINES**

- 9.1** These Terms of Reference shall be reviewed annually by the Return to Work Committee. Any amendments, deletions, or additions to these guidelines must be by consensus of the committee. They shall be set out in writing and forwarded to The Director of Labour Relations, the Union Office and all members of the Return to Work Committee for review and feedback prior to adoption.



# APPENDIX “G1” - RETURN TO WORK COMMITTEE

## COMMITTEE MEMBERS

<u>Union</u>	<u>Management</u>
1) Local 5167 President	1) (Undetermined)
2) Local 5167 Inside Vice-President	2) RTW Coordinator
3) Local 5167 Outside Vice-President	3) (Undetermined)
4) Local 5167 Lodge Vice-President	4) (Undetermined)

## ALTERNATES

1) _____	1) _____
2) _____	2) _____
3) _____	3) _____
4) _____	4) _____

## APPENDIX “G2” - RTWC MEETING SCHEDULE

<b>Date</b> _____ <b>Time</b> _____ <b>Location</b> _____	<b>Date</b> _____ <b>Time</b> _____ <b>Location</b> _____
<b>Date</b> _____ <b>Time</b> _____ <b>Location</b> _____	<b>Date</b> _____ <b>Time</b> _____ <b>Location</b> _____
<b>Date</b> _____ <b>Time</b> _____ <b>Location</b> _____	<b>Date</b> _____ <b>Time</b> _____ <b>Location</b> _____
<b>Date</b> _____ <b>Time</b> _____ <b>Location</b> _____	<b>Date</b> _____ <b>Time</b> _____ <b>Location</b> _____
<b>Date</b> _____ <b>Time</b> _____ <b>Location</b> _____	<b>Date</b> _____ <b>Time</b> _____ <b>Location</b> _____
<b>Date</b> _____ <b>Time</b> _____ <b>Location</b> _____	<b>Date</b> _____ <b>Time</b> _____ <b>Location</b> _____

**APPENDIX "H" - EMPLOYEE INITIATED TRANSFER REQUEST FORM**



City of Hamilton

Employee Initiated Transfer Request (CUPE 5167)

**Part 1 – To be Completed by Employee**

Name	
Employee Number	
Present Classification	
Present Work Location	
Work Location Requested	

This is a renewal of a previously submitted request

Date of previous request: \_\_\_\_\_

NOTE: Transfer requests must be renewed by January 31<sup>st</sup> each year or will be deemed to have been abandoned.

Date Submitted: \_\_\_\_\_

Signature: \_\_\_\_\_

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**Part 2 - Department Use Only**

Date Rec'd: \_\_\_\_\_

Approved                       Denied                       (Indicate Reason below)

- Not qualified
- No vacancy exists
- Not operationally feasible
- Other Employee request approved

Signature: \_\_\_\_\_

*Forward this form and PCN (as necessary) to Human Resources once Part 2 completed*  
*White Copy – Employee    Pink Copy – Employer to send to Union    Yellow Copy – Employee to submit to Department*

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

Dated at Hamilton, Ontario this 15<sup>th</sup> day of November 2019.

**For the City of Hamilton:**

Gord Muise

Julie Shott

Ryan Fletcher

Meredith St. Denis

Al Dore

Grace Mater

Christ Herstek

Edward Soldo

**For CUPE Local 5167:**

Jay Hunter

Tracey St. Aubin

Barry Conway

Jodi Coville

Jason Lucas

Wes Almas

Tim Legacy

Virginia Stonehouse

Rob Galloway

Dave Hauch