



**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF HAMILTON**

**AND**

**HAMILTON ONTARIO WATER EMPLOYEES ASSOCIATION**

**January 1, 2021 – December 31, 2024**

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# COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

**THE CITY OF HAMILTON**  
(hereinafter called the “**Employer**”)

OF THE FIRST PART

-AND-

**HAMILTON ONTARIO WATER EMPLOYEES ASSOCIATION**  
(hereinafter called the “**Association**”)

OF THE SECOND PART

**WHEREAS** the parties hereto have agreed to enter into these presents for the purpose of effectively defining the duties, privileges, working conditions, remuneration and other benefits respecting HOWEA Employees of the Employer, including all of the Employees of the Employer who are employed, from time to time, in the Positions set forth in Schedule "A" attached hereto:

## 1. DEFINITIONS

1.1 As used in this Agreement, the following words and phrases shall have the following meanings:

- (a) "**Agreement**" shall mean this collective bargaining agreement between the Association and the Employer.
- (b) "**Bargaining Unit**" shall include those Employees covered under the scope of this Agreement set out in Section 2.1.
- (c) "**City**" shall mean the City of Hamilton.
- (d) "**Code**" shall mean the Ontario Human Rights Code.
- (e) "**Department**" shall mean the maintenance and operations departments at the Facilities.
- (f) "**Emergency**" means any situation requiring immediate action, related to Hamilton Water sewage treatment and/or water treatment processes, that could result in an adverse effect on the environment, human health or safety, or an infraction of the regulatory requirements, or when the health and safety of the

Public is in danger, or in circumstances where no qualified Employees are available.

- (g) **"Employee"** shall mean any employee who is a member of the Bargaining Unit and is employed by the Employer to work at the Facilities.
- (h) **"Employer"** shall mean the Corporation of the City of Hamilton.
- (i) **"ESA"** shall mean the *Employment Standards Act* (Ontario)
- (j) **"Excluded Employee"** shall mean any supervisor, person above the rank of supervisor, person employed in a confidential capacity with respect to labour relations, And all other persons save and except those identified in Schedule A.
- (k) **"Facilities"** shall mean the water and wastewater treatment plants and Outstations owned by the Employer and operated by the Employer.
- (l) **"Labour Act"** shall mean the Labour Relations Act (Ontario).
- (m) **"Director of Labour Relations"** shall mean the person designated by the Employer with the overall responsibility for managing labour relations for the Employer, or his designate.
- (n) **"OMERS"** shall mean the Ontario Municipal Employees Retirement System.
- (o) **"OHSA"** shall mean the Occupational Health and Safety Act (Ontario).
- (p) **"OTAB"** shall mean the Ontario Training and Apprenticeship Board of Ontario.
- (q) **"Outstations"** shall mean the wastewater, stormwater and leachate lift stations, combined sewer overflow facilities, communal well systems, water pumping stations and storage facilities.
- (r) **"Panel"** shall mean the Canadian Joint Grievance Panel established by the Employer and the Bargaining Unit for the purpose of resolving grievances.
- (s) **"Position"** shall include those positions set out in Schedule "A" attached hereto.
- (t) **"Premium"** shall include any additional compensation payable to an Employee in addition to the Standard Rate.

- (u) "**Manager**" shall mean the person identified to the Bargaining Unit, who has overall responsibility for the operations and maintenance of the Facilities, or his designate.
- (v) "**Seniority**" shall be the date of hire at the Facilities within the Bargaining Unit.
- (w) "**Standard Hours of Work**" shall have the meaning set out in Article 5.
- (x) "**Standard Rate**" shall have the meaning set out in Schedule "A" hereto.
- (y) "**Statutory Holiday**" shall include: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and such other holidays as may be proclaimed by law and recognized by the Employer.
- (z) "**Term**" shall have the meaning set out in Section 27.1.
- (aa) "**Association**" shall mean the Hamilton Ontario Water Employees Association.
- (bb) "**WSI Act**" shall mean the Workplace Safety and Insurance Act (Ontario).
- (cc) "**WSIB**" shall mean the Workplace Safety and Insurance Board of Ontario.
- (dd) "MOE" shall mean Ontario Ministry of Environment as amended (i.e. Ministry of Environment (MOE), Ministry of Environment and Energy (MOEE), Ministry of Environment and Climate Change (MOECC), Ministry of Environment, Conservation and Parks (MECP))

1.2 The masculine gender shall include the feminine gender, and vice versa.

## **2. SCOPE**

- 2.1 The Employer recognizes the Association as the exclusive bargaining agent for all Employees, who are employed by the Employer at the Facilities, save and except Excluded Employees.
- 2.2 During the Term of this Agreement if the Employer establishes any additional Positions that are not specified in Schedule "A" but which Positions are appropriate for inclusion in Schedule "A" then the Employer agrees:
  - (a) That the said Positions are to be included in and form part of Schedule "A"; and
  - (b) That the Standard Rates for such Positions as set by the Employer are subject to the grievance procedures and arbitration provisions set forth in this Agreement.
- 2.3 The provisions of this Agreement shall not apply to an Excluded Employee.

## **3. EMPLOYER RESPONSIBILITY**

In accordance with the Labour Act and the Code, the Employer accepts the following responsibilities:

- 3.1 The Employer recognizes the Association as the exclusive bargaining agent for all Employees coming within the scope of this Agreement and more particularly described in Schedule "A" and they are hereinafter referred to as "Employee" or "Employees" whichever is the case. In this Agreement, the word "Employee" means a person hired by the Employer for either permanent or temporary service for a Position which is set out in Schedule "A" and who is on the active payroll of the Employer.
- 3.2 The Employer agrees not to interfere with the rights of the Employees designated within the scope of this Agreement to become members of the Association, and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its representatives against any Employees because of Association membership.
- 3.3 The Employer agrees that during the Term of this Agreement, there shall be no lockout of Employees.
- 3.4 The Employer agrees that there shall be no discrimination against any person in accordance with the Code.
- 3.5 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself, and upon each of its duly authorized representatives,

and pledges that it and each of its duly authorized representatives will observe the provisions of this Agreement.

- 3.6 No supervisor or manager shall be entitled to do Bargaining Unit work, except in Emergency situations.

#### **4. ASSOCIATION RESPONSIBILITY**

In accordance with the Labour Act and the Code, the Association accepts the following responsibilities:

- 4.1 The Association agrees that Association 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.
- 4.2 The Association 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 Association will take affirmative action to prevent an Employee from engaging in any such activity.
- 4.3 The Association agrees that it will not discriminate against any member or person employed by the Employer, as outlined in the Code.
- 4.4 The Association 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, change or transfer of asset ownership and operational responsibility involving equipment or materials, and to schedule working hours;
  - (b) to hire, classify, transfer, promote, demote, dismiss or lay-off Employees because of lack of work or other legitimate reasons; and
  - (c) to introduce new and improved facilities and methods to improve the efficiency of the operations of the Employer, but such exclusive functions of the Employer are subject always to the provisions of this Agreement.

#### **5. HOURS OF EMPLOYMENT**

The Standard Hours of Work shall be as follows:

- 5.1 The Standard Hours of Work per day shall be eight (8) hours.



- 5.2 For pay purposes the first day of the week commences at 11:00 p.m. Sunday. Standard working hours for a three (3) shift operation will be 7 a.m. to 3 p.m., 3 p.m. to 11 p.m., 11 p.m. to 7 a.m. For the purposes of calculating a calendar day on a three shift operation, the aforesaid day shall begin at 11 p.m.
- 5.3 The Standard Hours of Work per week shall be forty (40) hours. The aforementioned Standard Hours of Work are stated solely for the purpose of calculating overtime and shall not be construed as a guarantee of any minimum or as a restriction on any maximum number of hours to be worked.
- 5.4 The standard working days shall be five (5). Monday to Friday inclusive, with the exception that Employees assigned to shift work, maintenance and trouble calls, will be required to work on any regularly assigned five (5) day period in any weekly period of seven (7) days.
- 5.5 During the Term of this Agreement, the Employer shall maintain and post three (3) master schedules for:

1<sup>st</sup> Schedule: Staff that are on twelve (12) hour shifts at the Woodward Facility,

2<sup>nd</sup> Schedule: Staff that work straight days at the Woodward Facility and includes the staff that primarily operate the communal wells and the water outstations.

3<sup>rd</sup> Schedule: Staff that operate the Dundas WWTP and primarily operate the wastewater/stormwater outstations and CSO facilities.

All master schedules shall be as attached in Schedule "B". For master schedules based on a seven (7) day per week rotating basis, the Employer shall develop such master schedules based on an average of forty (40) hours per week. The Employer has the right to modify such schedules provided that it gives all affected Employees one hundred and twenty (120) days prior notice of such modifications, except in the case of the Woodward Avenue master schedules. For the Woodward Avenue twelve (12) hour master schedule, the Employer shall not revise the schedule without the mutual consent of the Bargaining Unit, which consent shall not be unreasonably withheld, except where the Employer is compelled to modify the master schedule in order to operate such Facilities.

- 5.6 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.

- 5.7 Employees shall be allowed a ten (10) minute rest period in the first half and second half of a shift, and a Twenty (20) minute paid lunch period that will be taken between the hours of 11 a.m. and 1 p.m.
- 5.8 The Employer shall give seven (7) calendar days notice of a change of shift. In the event the Employer is unable to give seven (7) days' notice, it shall pay such Employees affected by the change of shift at a rate of time and one-half (1 1/2) for the first day of such shift change. The foregoing, however, shall not apply when the change of shift is caused by absence of Employees due to illness or accident or matters beyond the control of the Employer.
- 5.9 For Employees working on twelve (12) hours shifts, Article 5 of this Agreement is modified as follows:
- (a) Section 5.1 does not apply;
  - (b) Section 5.2 does not apply and the following is substituted: For pay purposes, the first day of the week for a twelve (12) hour shift commences at 6 p.m. on Sunday;
  - (c) Section 5.3 does not apply;
  - (d) Section 5.4 does not apply and the following is substituted: The standard working days shall be twelve (12) hour shifts as are presently scheduled or any such schedule as may be agreed to by the parties;
  - (e) Section 5.7 does not apply and the following is substituted: Employees shall be allowed four (4) fifteen (15) minute rest periods. Two (2) of which will be in the first half of the shift and two (2) of which will be in the second half of the shift. One of the rest periods in each half of the shift shall be used as a lunch period; and,
  - (f) Shift schedules to be based on an average of forty (40) hours per week.
  - (g) The employer agrees to discuss the move toward an equalized bi-weekly payroll system. The decision to implement will be reached only after the details of the various consequences have been explained with the Union and agreed to on that basis.

## 6. OVERTIME COMPENSATION

- 6.1 Compensation at the rate of time and one-half (1 1/2) for the first four (4) hours and double time (2) thereafter of the Standard Rate per hour as set forth in Schedule "A" of this Agreement shall be paid for all continuous work performed in excess of eight (8) hours per day or in excess of the Standard Hours of Work per week as outlined in Article 5, provided that both daily and weekly overtime shall not be paid for the same hours, except that overtime compensation shall not apply to such hours of work in excess of eight (8) hours per day necessitated by shift changes, and providing that Employees working on a shift schedule are off duty for a period of not less than eight (8) hours between shifts.

Overtime shall be paid at the rate of double time (2) for all hours worked after twelve (12) continuous hours of work.

In the event an Employee who is normally employed on a seven (7) day rotating shift schedule is required to work on his scheduled day or days off, save and except as outlined in Section 7.1, the employee shall be paid for all work on the first scheduled day off at time and one-half (1 1/2) for the first four (4) hours, and double time (2) thereafter and for all work performed on the second and third successive scheduled day off(s).

- 6.2 Compensation at two (2) times the Standard Rate per hour, as set forth in Schedule "A" of this Agreement, shall be paid to the Employees for all overtime performed on a Sunday.
- 6.3 Should the Employer require the Employee to work on his regular day off, save and except as outlined in Section 6.2, said Employee shall be paid at the rate of time and one-half (1 1/2) for the first four (4) hours and double time (2) thereafter of his Standard Rate of pay for his Position.
- 6.4 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 at any time or times during the week because of illness or accident,

is to be and shall be treated for the purpose of calculating overtime in respect of his normal work week as if he had worked his Standard Hours of Work on such day or days and is to be and shall be paid for all hours of work performed by him in excess of his normal work week at the overtime rates specified in this Article 6.

- 6.5 Where a Statutory Holiday occurs on or is celebrated on any working day, an Employee who does not work his regular shift on such day is to be and shall be deemed to have worked his regular shift on such day for the purpose only of computing his normal work week under the circumstances described in Section 6.4. This does not apply to absences that are not authorized as outlined in Article 9.5 and 14.5 respectively.
- 6.6 Overtime shall be distributed as equitably as possible among those Employees who are available to work such overtime in accordance with Schedule "C".
- 6.7 Except as permitted under Article 21, persons outside the Bargaining Unit shall only perform work of Employees when Employees are not available, or those Employees who are available have refused the opportunity to work overtime.
- 6.8 A "doubling back bonus" of one dollar (\$1.00) per hour will be paid to Employees who are required to report for work without fifteen (15) hours between shifts. This provision will apply only if a schedule shift is changed with less than fifteen (15) hours between shifts, and one dollar (\$1.00) per hour will apply for the completion of that shift of eight (8) hours.

If any Employee is called in on overtime, whether time and one-half or double time, the provisions of this Section will not apply. The bonus shall not apply when an Employee is receiving payment at overtime rates.

- 6.9 In this Article, there shall be no pyramiding of Premium pay, that is, overtime pay will be calculated solely on the Employee's Standard Rate, exclusive of any Premiums, and overtime pay will be paid for not more than one condition.
- 6.10 The Employer agrees that a meal allowance of eight dollars (\$8.00) will be provided to Employees who are required to perform emergency work when such operations extend for more than two (2) hours beyond the normal scheduled hours that day.
- 6.11 For Employees working on twelve (12) hour shifts, Article 6 of the Agreement is modified as follows:
- (a) Section 6.1 does not apply and the following is substituted:  
Overtime shall be paid at the rate of double (2) time for all hours in excess of twelve (12) hours in one day, or at time and one-half (1 1/2) for the first four (4) hours after eight (8) hours on a spare shift.

In the event an Employee on twelve (12) hour shifts is required to work on his scheduled day or days off, within any block of consecutive days off, he shall be paid for all work on the first

scheduled day off at time and one-half (1 1/2) for the first four (4) hours, and double time (2) thereafter and for all work performed on the successive scheduled days off within any block of consecutive days off; and

- (b) Sections 6.3 and 6.4 do not apply; and
- (c) Section 6.8 does not apply except for Employees on the spare shift in which case the reference to eight (8) hours in the second sentence of the first paragraph becomes twelve (12) hours.

6.12 Employees may be allowed to bank overtime to a maximum balance of sixty (60) hours annually. Employees that work 12-hour shifts may take thirty six (36) hours as shift lieu time. Employees that work 8-hour shifts and considered regularly assigned to the Dundas Operations may take twenty four (24) hours as shift lieu time. An Employee may have the option of banking up to an additional sixty (60) hours of lieu time in a calendar year upon approval of the Department head or designate. 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.. Unused banked lieu time will be paid out at the employees current rate by December 31st annually unless written approval has been provided to carry lieu time over.

## **7. SHIFT CHANGE**

7.1 Where Employees have mutually agreed to a shift change or to substitute for a period of time off, such changes shall be subject to the Employees concerned giving proper notification and subject to the approval of the Project Manager.

## **8. ANNUAL VACATIONS**

8.1 An Employee shall be granted, except as otherwise expressly provided herein, an annual vacation with pay according to his aggregated 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. Vacation in the current year is earned monthly at the rate of one twelfth (1/12) per month (or part thereof) of the Employee's entitlement as indicated in Column II.

COLUMN I YEARS OF SERVICE	COLUMN II VACATION WITH PAY
Less than 1 year	.83 days per full month of service or 4% of annual gross earnings, whichever is greater
1 year	2 weeks
3 years	3 weeks
6 years	4 weeks
9 years	4 weeks and 2 days
13 years	5 weeks
16 years	5 weeks and 2 days
18 years	5 weeks and 3 days
19 years	6 weeks
20 years	6 weeks and 1 day
23 years	6 weeks and 2 days
26 years	7 weeks
30 years	8 weeks

- 8.2 Notwithstanding the schedule of entitlement leave set out in Section 8.1, an Employee who has been granted and has taken vacation leave and terminates his employment with the Employer before earning his vacation entitlement shall have the unearned portion of vacation leave deducted from his termination pay.
- 8.3 Vacation pay for hourly paid Employees shall be calculated in accordance with the ESA.
- 8.4 The vacation period shall commence from and include January 1 and continue to and include December 31 of the same calendar year. No Employee has the right to carry forward all or any part of a vacation entitlement from one vacation period to another except with the written approval of the Manager. Any such approved vacation carry-over must be used by the Employee before March 31 of the following year.
- 8.5 When a Statutory Holiday falls on a day of scheduled vacation, an Employee may, upon request, have the day added to that vacation period. It shall be in the discretion of the Employee to place the extra day immediately preceding or immediately following the vacation period, provided that it does not interfere with the efficient operation of the Employer's business or disrupt the vacation period scheduled for other Employees.
- 8.6 Employees shall, when practicable, be granted the vacation period preferred by the Employee. Vacations shall be on a rotating basis, Seniority being the governing factor in the selection of the first two (2) weeks entitlement in each calendar year. Employees shall be allowed to

mutually exchange vacation periods if the mutual exchange is in writing, provided:

- (a) That such exchange (except in emergency situations) is made within one (1) month of the taking of such vacation; and that such exchange does not impair the efficiency of the operations of the Employer.
- (b) Employees may request to reschedule vacation into open vacation spots, provided that the request is made within one (1) month of taking such vacation and the rescheduling does not impair the efficiency of the operations of the Employer.

Preliminary Vacation entitlements for the next calendar year will be posted October 15<sup>th</sup> each year. Employee vacation requests for the next calendar year shall be submitted by November 15<sup>th</sup>. The Employer shall post the next calendar year's vacation schedule no later than December 15<sup>th</sup>. If an Employee's shift schedule changes during the calendar year, the Employee has the option to reschedule previously booked vacation days into open vacation spots, within one (1) month from date of the notification of the shift change.

Vacations shall commence at the beginning of a calendar week unless the demands of the operation of work of the Employer make this impossible. The procedures regarding vacation scheduling will allow for vacations to be taken on any shift an Employee works rather than being limited solely to days.

8.7 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.

- 8.8 Where an Employee is on vacation and is entitled to bereavement leave under the terms of Section 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. Such date or dates are to be mutually agreed upon by the Employee and the Project Manager.
- 8.9 All Employees who have been employed for one (1) year or more by January 1<sup>st</sup> of the vacation year shall be entitled to two (2) weeks of vacation during the prime summer months of June, July and August. Choice of vacation period shall be on a rotating basis, which shall be an extension of the existing rotation schedule. For the purposes of this section, the prime time period shall be defined as commencing with the first full week of June through and including the last full week of August of the vacation year.  
If after all vacations have been scheduled in the prime time period, there are still openings in such period, Employees with entitlement in excess of two (2) weeks will be given the opportunity to schedule additional vacation in this period on the same rotating basis.
- 8.10 All vacations granted in any year shall be determined on the basis of the aggregated credited service of the Employee and such service is to include any period or periods of paid absence due to sickness, accident while on duty or leave of absence for Association 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.
- 8.11 Should an Employee die, any unpaid vacation money will be paid to the estate of the deceased Employee.
- 8.12 For Employees working on twelve (12) hour shifts, Article 8 of this Agreement is modified as follows:
- (a) Section 8.1 is modified by substituting the following for Columns I and II;



COLUMN I YEARS OF SERVICE	COLUMN II VACATION WITH PAY
Less than 1 year	9.96 hours per full month of service or 4% of annual gross earnings, whichever is greater
1 year	80 hours
3 years	120 hours
6 years	160 hours
9 years	176 hours
13 years	200 hours
16 years	216 hours
18 years	224 hours
19 years	240 hours
20 years	248 hours
23 years	256 hours
26 years	280 hours
30 years	320 hours

- (b) Section 8.6 applies, except that Employees on twelve (12) hour shifts are not limited to vacations commencing at the beginning of a calendar week; and
  - (c) Section 8.9 applies, except that for Employees on twelve (12) hour shifts the phrase "shall be entitled to two (2) weeks of vacation" shall be modified to read "shall be entitled up to eighty (80) hours of vacation".
- 8.13 After the vacation schedule has been approved by the Employer in each year and in an instance where the Employer has requested the Employee not to take scheduled vacation, the Employer agrees not to force such Employee to take vacation at a time not agreeable to such Employee. In such case the Employee may carryover such unallowed vacation to the following year, which shall be used prior to March 31 of the following year.
- 8.14 The Association and the Employer agree that vacation is intended to provide Employees with paid time away from work and is not intended to be for purposes of financial gain to Employees.
- 8.15 An Employee's scheduled vacation commences at the regular start time and ends at the conclusion of the regular scheduled shift working hours for each block of vacation time taken as per the Shift Schedules listed in the CBA Schedule "B". Based on the forgoing, it is understood that Employee eligibility for overtime opportunities continues up to the point the vacation starts and resumes immediately after the Employees vacation concludes.

## 9. STATUTORY HOLIDAYS

- 9.1 (a) For Statutory Holidays each Employee shall receive eight (8) hours of pay at his Standard Rate.
- (b) Each Employee shall be entitled up to two (2) days with pay in each year to be known as a "floating holiday". These holidays are available at the beginning of each year for current employees. A new employee hired on or before June 30 will received two (2) floating holidays upon hire. A new employee hired after June 30 will receive one (1) floating holiday upon hire. These day(s) are to be taken at a time mutually agreeable to the Employee and the Project Manager. These days may not be carried forward from one year to the next.
- 9.2 All Employees required to perform work on a seven (7) day week shift basis shall be entitled to an additional day's pay should any designated Statutory Holiday fall on his scheduled day off.
- 9.3 Employees required to perform work on any of these Statutory Holidays shall, in addition to the remuneration as outlined in Section 9.1, be paid at time and one half (1 1/2) of the Standard Rate for his Position for the first four (4) hours and two (2) times the Standard Rate for any hours worked following the first four (4) hours with a guaranteed minimum of four (4) hours of work.
- 9.4 Employees who work on Statutory Holidays as established in this Agreement and who regularly work a seven (7) day work week, will have the option of taking days off to correspond to the number of days so worked up to a maximum of five (5) days in any calendar year. In such cases, payment will be made at the rate of time and one half (1 1/2) based on the Standard Rates for his Position for the first four (4) hours and two (2) times the Standard Rate for any hours worked following the first four (4) hours with a guaranteed minimum of four (4) hours of work and payment which would otherwise be made for the Statutory Holiday will be held for payment when the day off is scheduled.

The days off will be scheduled with the approval of the supervisor and are to be taken at some time after the Statutory Holiday has been worked. These arrangements shall apply to not more than the first five (5) Statutory Holidays worked in any year (commencing with and including January 1) as may accrue to each Employee. No more than two (2) banked Statutory Holidays may be carried forward from one year to the next. Employees who wish to take advantage of this option for the current year will advise the Employer during the month of November of each year to apply for the following year.

Each Employee shall be entitled to carry over two (2) Statutory Holidays, work and bank, up to April 1<sup>st</sup> of the year following that in which they are earned. For the purpose of this section, a Statutory Holiday must be banked in its entirety.

Employees who wish to take advantage of this carry-over option will advise the Employer during the month of November of each year to apply for the following year.

9.5 An Employee shall not be paid for any Statutory Holiday:

- (a) if he does not work on such Statutory Holiday without good cause when he has been scheduled to do so, or
- (b) if he has been absent without good cause on the scheduled working day immediately preceding or succeeding such Statutory Holiday, and

the Employer shall determine whether there has been good cause for such absence, subject to the limitation that Statutory Holiday pay shall not be unjustly withheld.

9.6 Notwithstanding the provisions of this Article, where any Statutory Holiday described in Section 9.1 falls on a Saturday or Sunday and is not proclaimed as being observed on another day, the immediately preceding Friday or immediately following Monday, at the discretion of the Employer, is to be deemed a Statutory Holiday for all purposes of this Agreement. The lieu day, as described above, shall be the only day on which Premium pay, as described in this Article, shall be paid. Notwithstanding the foregoing, shift workers who work on a regularly scheduled seven (7) day shift work basis shall be paid the Premium for the Statutory Holiday only on the actual day on which the Statutory Holiday falls. The "actual day", for purposes of this section, shall conform to any federal or provincial statutes which govern the day on which a Statutory Holiday must fall.

9.7 For Employees working on twelve (12) hour shifts, Article 9 of the Agreement is modified as follows:

- (a) Section 9.2 does not apply and the following is substituted: Employees on twelve (12) hour shifts shall be entitled to eight (8) hours pay at his Standard Rate should any designated Statutory Holiday fall on his scheduled day off;
- (b) Section 9.3 does not apply and the following is substituted: An Employee on twelve (12) hour shifts required to perform work on any of these Statutory Holidays shall, in addition to remuneration as outlined in Sections 9.1 and 9.2, be paid at time and one-half (1

1/2) his Standard Rate for the first four (4) hours and two (2) times his Standard Rate for any hours following the first four (4) hours with a guaranteed minimum of eight (8) hours work;

- (c) Section 9.4 is modified by substituting the following for the first paragraph: Employees on twelve (12) hour shifts who work on Statutory Holidays as established in this Agreement will have the option of taking days off to correspond to the number of days so worked up to a maximum of forty-eight (48) hours in any calendar year. In such cases, payment for time worked on the Statutory Holiday will be made in accordance with Section 9.3 and the Employee's holiday pay under Sections 9.1 and 9.2, which would otherwise be paid for the Statutory Holiday will be held for payment when the day off is scheduled; and
- (d) Section 9.6 does not apply and the following is substituted: Employees on a twelve (12) hour shift schedule shall be paid the Premium for the Statutory Holiday only on the actual day on which the Statutory Holiday falls. The "actual day", for the purposes of this section, shall conform to any federal or provincial statutes which govern the day on which a Statutory Holiday must fall.

9.8 An Employee on a twelve (12) hour shift who would normally be scheduled to work on a Statutory Holiday and who has his normal schedule altered resulting in a loss of normal hours shall be paid twelve (12) hours pay at his Standard Rate for that Statutory Holiday.

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

### Benefit Plans

- 10.1 The benefits provided hereunder shall continue for the Term of this Agreement.
- 10.2 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.
- 10.3 On completion of the probationary period, an Employee shall be entitled to the following benefits coverage, subject to the terms of the applicable plans:
  - (a) Group Life Insurance with benefits equal to two (2) times the annual earnings (base salary/wage rate) of the Employee rounded to the nearest one thousand (\$1,000) dollars if not already a multiple thereof as per the attached Schedule "D";

- (b) Extended Health Care Plan including semi-private hospital coverage, prescription drug plan, vision care plan and paramedical services, as per the attached Schedule "E"; and
  - (c) Dental care plan, as per the attached Schedule "F", under the terms of the current Ontario Dental Association (ODA) schedule.
- 10.5 All Employees shall be enrolled in OMERS.
- 10.6 On completion of the probationary period an Employee shall also be entitled to the following benefits coverage, subject to the terms of the applicable plans:
- (a) Short Term Income Protection Plan as per the attached Schedule "G"; and
  - (b) Long Term Disability Protection Plan as per the attached Schedule "G".
- 10.7 In order to qualify for short-term disability benefits, Employees must comply with the income protection plan in Schedule "G" and provide a fully completed short-term disability claim form, or doctor's note as applicable.
- 10.8 The carrier of the benefit plans listed in Schedules "D", "E", "F" and "G" shall be the administrator of all claims for benefits and shall bear all liability with respect to claims under these policies. Any claims assisting denial of benefits or otherwise challenging any aspect of benefit entitlement or administration shall not be subject to the grievance procedure set forth herein.
- (a) Any dispute over the payment of benefits shall be adjusted between the Employee and the Employer's insurance company.
  - (b) The Employer will use its best efforts to assist the Employee in dealing with the Employer's insurance company and agrees to provide all documentation and consultation when requested by the Employee or by the Employee and the Association.
  - (c) The Employer agrees that the Employee and an Association representative, if the Employee so chooses, may deal directly with the Employer's insurance company regarding any dispute over payment of benefits.
- 10.9 The Association agrees that the Employer may allocate the unemployment insurance premium rebate received for each Employee towards the annual cost of benefit plans.

- 10.10 The normal date of retirement for Employees shall be the first day of the month following that in which the Employee attains his sixty-fifth (65th) birthday.
- 10.11 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 Association prior to change.
- 10.12 The Employer agrees to pay full coverage for all Employee benefit plans for those Employees laid off for a period of up to six (6) months. Employee benefit plans shall mean dental, extended medical, prescription drug, and group life.
- 10.13 Whenever an Employee recovers from a third party, any amount claimed for loss of wages or sick leave, he shall repay to the Employer forthwith the amount of all monies paid to him by the Employer, in respect of the period for which such amount is recovered from the third party, provided that the amount to be repaid to the Employer shall not exceed the amount recovered from the third party. In the event the Employee repays to the Employer the amount of sick leave paid, the attendance record shall be altered in the following manner:
- (a) The number of occasions recorded for this absence shall be removed;
  - (b) The absence shall be amended to appear as an authorized leave of absence; and
  - (c) Vacation entitlement shall not be altered by this amendment.
- 10.14 The following benefits will be available to any Employee retiring under OMERS, at no cost to the Employee, if he retires with an OMERS pension provided he has a minimum of ten (10) years continuous employment with the Employer at the time of retirement and was enrolled in Extended Health Care, Dental Care and Life Insurance coverage immediately proceeding retirement:
- Extended Health Care Plan - Schedule "E"
- Dental Care Plan - Schedule "F"
- Life Insurance (two (2) times the annual basic earnings (base salary/wage rate) of the Employee at time of retirement rounded to the nearest one thousand (\$1,000) dollars if not already a multiple thereof - Schedule "D").

The following conditions apply:

- (a) The above benefit coverage terminates on the last day of the month in which the Employee attains age sixty-five (65), or in which his death occurs;
- (b) The above benefit coverage will only be available to retirees if benefit coverage is not available through other means (i.e., other employment or spousal coverage); and
- (c) Any other conditions in the applicable plans or legislation.

10.15 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 Care 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.

10.16 Positive re-enrollment is 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.

## **11. LEAVE OF ABSENCE**

- 11.1 Employees requesting time off for the purpose of attending labour conventions or other Association 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 three (3) for each period of leave; and
  - (b) Maximum days not to exceed thirty (30) days in any calendar year for the Association; and
  - (c) The Association shall notify the Director of Labour Relations in writing of the names of Employees to be granted time off under the conditions as outlined in this Article and not less than seven (7) calendar days before such leave is to be taken.
- 11.2 (a) An Employee shall be granted five (5) regularly scheduled consecutive work days leave of absence without loss of pay or benefits in the event of the death of his spouse, common-law-spouse, child, step-child, parent, foster or adopted parent, brother, sister, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a grandparent, step-grandparent or grandchild.



An Employee shall be granted one (1) regularly scheduled work day leave of absence without loss of pay or benefits in the event of the death of his aunt or uncle.

Such bereavement leave shall be taken at the time of that bereavement, or at the time the Employee receives notification of such bereavement. Proof of bereavement may be required by the Director of Labour Relations.

- (b) Leave of absence for bereavement is to be on the basis of loss of Standard Rate of pay for scheduled working day(s), if the employee worked both the last scheduled day or the shift before and the first after bereavement.
  - (c) Employees shall not be contacted for overtime during bereavement leave.
- 11.3 Employee members of the Grievance Committee shall be granted leave of absence with pay for attendance at all meetings with officials of the Employer necessary to and incidental to the processing of grievances within the meaning of this Agreement and including, but without limiting the generality of this section, any meetings or hearings with any committee or board necessary to or incidental to the processing of and/or final determination of any such grievance within the meaning of this Agreement. The Employee chair of the Grievance Committee shall be entitled to one (1) hour of preparation time during regular hours to prepare for such meetings.
- 11.4 The Grievance Committee shall be composed of three (3) Employee members and one (1) officer of the Association and any one (1) of the said persons may be Chairman of the said committee.
- 11.5 Employee members of the Negotiating Committee shall be granted leave of absence with pay for attendance at all meetings with officials of the Employer, including any committee, board or duly constituted statutory authority, arranged or called for the purpose of:
- (a) Negotiating or determining any matter arising during the Term of this Agreement; or
  - (b) Bargaining with the view towards:
    - (i) an extension or a renewal, with or without modification, of this Agreement; or
    - (ii) the making of a new agreement.

Should a committee member choose to attend a meeting scheduled on his day off, he shall receive compensatory time off with pay, calculated on a Standard Rate basis, at a later date mutually agreed to between the Employee and his supervisor.

- 11.6 The Association agrees:
- (a) To furnish the Employer with a list of its Negotiating Committee Members, which committee is to be comprised of not more than five (5) members, all of whom are to be Employees of the Employer, excluding the business manager or his designate of the Bargaining Unit, who shall also be a member of the Negotiating Committee; and
  - (b) To notify the Employer in writing of any changes in such Negotiating Committee Members.
- 11.7 An Employee who is required to serve as a juror, or as a witness in any court, shall be paid his Standard Rate of pay for his normally scheduled working hours for any day or part of a day that he is absent because of such service. Jury duty pay or witness fees, less reasonable expenses incurred by the Employee as a result of serving as a juror, shall be paid to the Treasurer of the Employer on receipt thereof by such Employee. The Employee agrees to cooperate with the Employer and to seek excusal from jury duty, where the Employer has an operational complication of granting time off for jury duty.
- 11.8 The Employer will grant leave of absence to Employees who are candidates in federal, provincial or municipal elections.
- 11.9 The Employer will grant leave of absence without loss of Seniority to an Employee selected for a full time position with the Association or elected to public office for a period of one (1) year, and if elected to political office, for a period of four (4) years, subject to an annual application for such leave and the continued holding of such political office.
- 11.10 Employees who are elected or appointed to the Labour-Management Committee, provided the Employer has been notified in writing of such election or appointment, shall suffer no loss of pay for the attendance at any meeting of the Labour-Management Committee. The Employee chair shall be entitled to one (1) hour of preparation time during regular hours to prepare for such meetings.
- 11.11 An Employee who is granted a personal leave of absence without pay of one (1) month or longer shall pay the full cost of available benefits during such leave. Service and Seniority shall not accumulate during such leave.

Personal leaves of absence shall be approved at the sole discretion of the Employer, which approval shall not be unreasonably withheld.

- 11.12 Maternity/Paternity Leave, Emergency Leave and Compassionate Care Leave shall be granted on the conditions as set out in the ESA.
- 11.13 For Employees working on twelve (12) hour shifts, Section 11.2(b) is modified by substituting the following: Pay for bereavement shall be twelve (12) hours times the Standard Rate of pay for each day taken, if the Employee worked both the last scheduled day of the shift before and the first after bereavement.

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

- 12.1 Notice of vacant Positions, except as noted in Section 12.7, shall be posted in a prominent place in all Departments within fourteen (14) calendar days of a vacancy. Such vacancy shall remain posted for a period of fourteen (14) calendar days. Such vacancy shall occur when so determined by the Employer. In the event the vacancy is not filled within six (6) months of original posting, the Employer shall repost the vacant Position in accordance herewith. Notwithstanding the foregoing, an Employee may be assigned to a Position on a temporary basis without posting if the vacancy is less than thirty (30) calendar days.
- 12.2 When vacancies occur in a higher, lower or new Position, the Position shall be awarded subject to the following:
  - (a) In promotions, demotions and transfers, the following factors should be considered:
    - (i) knowledge, efficiency and ability to do the work of the job;
    - (ii) letters of discipline, recommendation and appraisals in the Employee's file in the past eighteen (18) months; and
    - (iii) Seniority,

and when factor (i) is relatively equal in the judgment of the Employer, which shall not be exercised in an arbitrary or discriminatory manner, factor (ii) shall govern.

In the event that a promotion involves a cross-over between the Wastewater Treatment Operations and Water Treatment Operations and the Maintenance Department, Seniority shall be a governing factor when all else is equal.

12.3 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 transfer. The affected Employee shall continue to pay Association dues 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. When the employee returns, they will return to the same position from which they left. 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 during their absence and as a result, their ranking on the seniority list may change upon their return.

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

The parties agree that such periods of time outside the bargaining unit shall be limited to a total of thirty (30) months. Should an employee who has exceeded such maximum subsequently accept a further temporary transfer outside of the bargaining unit, upon their return, their seniority will be lost and automatically adjusted to zero regardless of the length of the subsequent transfer.

The Employer shall provide the Employee and Association with thirty (30) days' notice in writing of the 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.

12.4 In the matter of a reduction in force the following shall apply:

- (a) The junior Employee(s) in the Position(s) no longer required shall be given not less than seven (7) calendar days' notice of lay-off.
- (b) Within three (3) calendar days of such notice such Employee(s) shall inform the Employer on a form provided by the Employer the area in which they wish to bump subject to the following criteria:
  - (i) the Employee to be bumped has less Seniority and occupies a Position equivalent to, or lesser than the Employee;
  - (ii) the Employee to be bumped is the junior Employee in that Position; and

- (iii) the Employee has the knowledge, ability and applicable license or certificate to do the job.

An Employee who fails to provide such notice shall be deemed to have waived his right to exercise his Seniority and shall be laid off.

Notification to those Employees in Section 12.4 (a) above serves as the start of notice of lay-off to all those subsequently affected and is credited towards any notice requirements of the ESA.

- (c) The Employee(s) bumped per Section 12.4 (b) above shall have the same options as Employees in (b) above. Such process shall continue until there are no Employee(s) left to bump.

12.5 Employees laid off shall be recalled to work by Seniority provided they have the knowledge, ability and appropriate certification to do the work available.

#### 12.6 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) Leave of Absence: The term of the temporary posting for leave of absence shall not exceed twelve (12) months.
  - (iii) Illness: The term of the temporary posting for leave of absence shall not exceed thirty (30) continuous months.
  - (iv) Supernumerary positions: Positions hired in excess of the existing compliment shall not exceed twenty-four (24) months. In these instances, any permanent vacancies will be filled first.
  - (v) Positions outside of scope: The term of the temporary posting to replace positions vacated by persons accepting positions outside of the scope of this agreement shall be up to thirty (30) continuous months in accordance with 12.3 above
- (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.

- (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 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 and there is more than one position in the same classification being filled on a temporary basis because of Employee absence the senior Employee temporarily filling a vacancy shall be offered the position without the requirement to post.
- (h) Temporary positions filled as a result of vacancies may be awarded to external hires in the event no qualified regular Employee is awarded the position.

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

12.7 The Employer agrees that within a period of thirty (30) calendar days of the posting by it of a new Position, a job description for the said Position is to be delivered to the Association and which job description shall form and shall be deemed to form a part of this Agreement unless the Association objects to any or all of the said job descriptions within a period of sixty (60) calendar days after receipt thereof. In the event there is an objection, said objection is subject to the provisions of Articles 16 and 17 of this Agreement, except that it is to be processed commencing with Step Two of the grievance procedure set forth under Article 16.

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

### **13. CALL OUT TIME**

13.1 (a) An Employee who has been requested to report for work on a nonscheduled working day by an authorized official of the Employer shall be guaranteed a minimum of four (4) hours of work.

(b) Call-ins requiring telephone consultations only shall be paid two (2) hours at his Standard Rate.

13.2 (a) The Employer may provide a cellular device or paging system to call in Employees working in the following Positions, for the purpose of emergency repairs only:

Maintenance Electrician  
Millwright  
Instrument and Control Technician

Employees holding such Positions and participating in the paging system shall be available for call-in from 5:00 p.m. to 7:30 a.m., Monday to Friday, and twenty-four (24) hours for Saturday, Sunday and Statutory Holidays and shall be paid \$3.00 per hour while on stand-by.

(b) The Employer shall pay any paging system Employee called in, a minimum of four (4) hours pay at applicable overtime rates. In the event such Employee is called in at anytime four (4) hours before commencement of his regular shift, he shall work the four (4) hours or part hours in addition to his regular shift.

(c) Notwithstanding the provisions of Section 13.2(b), should subsequent call-ins occur within the initial four (4) hour call-in period, which are directly related to the initial call-in, such subsequent call-ins shall be deemed to be part of the initial call-in and the Employee shall be paid for only one (1) call-in.

(d) notwithstanding the provisions of Section 13.2 (b), should call-ins result in the employee working any hours between midnight and 0400hrs, the employee will have the option to alter the start time of their scheduled shift that day, up to two (2) hours, such that the employee can work the full duration of their shift and could commence the shift as late as two (2) hours past their scheduled start time.

- (e) Eligible Employees wishing to participate in the pager system shall apply in writing to the Employer no later than December 1 of each year to apply for the following year or June 1 of the current year. New Employees who started employment after December 1 or June 1 can apply to participate in the pager system after completion of probation. A rotating schedule shall be posted by January 1 or July 1 of each year for those Employees taking part and Seniority shall be the governing factor in the first instance only.
- (f) The Employer reserves the right to suspend the use of the pager system at any time.

## **14. SENIORITY RATING**

- 14.1 (a) Employees with less than one hundred-twenty (120) working day's service shall be considered probationary Employees and will have no Seniority rights. Notwithstanding anything to the contrary contained in this Agreement, the Employer shall have the exclusive right to discharge Employees within the first one hundred-twenty (120) working days of their employment for any reason. Such discharge may not become the subject of any grievance under the provisions of this Agreement.
- (b) Upon obtaining Seniority, the Employee shall be given a copy of this Agreement and all benefit plans. As well, the Employee shall be given one half (1/2) hour paid working time to meet with his Association steward. Such meeting shall be requested by the Association and shall take place not less than fourteen (14) calendar days after the probationary period has been completed.
- 14.2 For the purpose of Seniority rating, an Employee's length of service shall commence and accumulate from the date on which he entered the service of the Employer as an Employee within the jurisdiction of the Bargaining Unit.
- 14.3 The Employer agrees to compile and post yearly and make available through the Employer's human resources department in the month of January, a list of the names of all Employees showing the Seniority standing and service date of each Employee. In addition, a copy of the Seniority list shall be provided to each steward.
- 14.4 Protest regarding Seniority standing must be submitted by the Association in writing to the Director of Labour Relations, within thirty (30) days from the date Seniority lists are posted. When proof of error is presented by an Employee or his representative, such error shall be corrected and when so



corrected the agreed upon Seniority date shall be final. No change shall be made in the existing Seniority status of any Employee without the agreement of the Association.

#### 14.5 Loss of Seniority

An Employee's Seniority rating and credited service shall be broken and the Employee shall be terminated by the Employer for any of the following reasons:

- (a) Dismissal for just cause;
- (b) Voluntary resignation;
- (c) Failure to report for work within a period of ten (10) days after receipt of notice to return to work after a layoff;
- (d) Absence without leave;
- (e) After a layoff extending continuously for a period of eight (8) months; or
- (f) An Employee, who has not been in receipt of pay for any reason for a period of thirty (30) months, shall be terminated by the Employer at the end of the thirty (30) month period. For the purpose of this section, an Employee shall not be considered to be in receipt of pay when he receives short term disability, long term disability, WSIB or vacation pay.

### 15. DISCIPLINE

- 15.1 In the event an Employee is discharged by the Employer he shall be notified, in writing, as to the reason for such discharge within fourteen (14) calendar days of the occasion giving rise to the discharge.
- 15.2 An Employee who has been warned or suspended for reasons other than irregular attendance and who maintains a clear record for a period of eighteen (18) months following his last warning or suspension shall have his record cleared at the end of such period as it applies to warnings and suspensions caused by other than irregular attendance.
- 15.3 Whenever an incident occurs, which results in a disciplinary notation being made in an Employee's record, the Employee shall receive a written copy of such report.

- 15.4 An Employee who is warned or suspended (for reasons other than irregular attendance) shall have such warning or suspension provided to him in writing within fourteen (14) calendar days of the event or the occurrence being known to the Employer, and the Employee shall be given a copy of such written notice of warning or suspension. Absence due to vacation, sickness or any other reason by the Employee or the supervisor involved shall extend the fourteen (14) calendar days referred to above.

## **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 on behalf of the Association to the Employer in writing. All grievances shall specify the nature of the grievance. All grievances shall include, but not be limited to, the specific section or sections of the Agreement allegedly violated.
- 16.2 In order to ensure that any differences between the parties are remedied as quickly as possible, the parties agree that the following procedure for submitting and dealing with grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.
- 16.3 In an effort to amicably resolve issues between the Employer and an Employee, the Employee or shop steward shall discuss any difference or issue with his supervisor or the Project Manager at their earliest convenience before beginning the formal grievance procedure. Any such discussions shall be documented in writing by the supervisor or Project Manager and shall be dated and signed by each of the Employee or shop steward and the supervisor or Project Manager who were party to the discussion.
- 16.4 **STEP ONE** - The Employee and the Association steward shall present the grievance in writing to the Manager or designate within fourteen (14) calendar days of the origin of the grievance.

The Manager or designate shall, where practicable, meet with the, the Grievor, and a Steward within fourteen (14) calendar days of the receipt of the grievance.

The Manager 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 Manager, or their designate denies the grievance, they shall state the reasons in writing.

- 16.5 **STEP TWO** – Failing a satisfactory resolution as outlined in 16.4 the Association shall submit a written grievance to the Director of Labour Relations, or their designate, within fourteen (14) calendar days of an issue being identified.

The Director of Labour Relations, or their designate shall, where practicable, meet with the Grievance Committee, the grievor, and the Steward if necessary, within fourteen (14) calendar days of the receipt of the grievance.

The Director of Labour Relations, or their designate will issue a response in writing to the Association (or its legal representative) and 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.

- 16.6 Where the dispute involves:

- (a) The question of general application of or interpretation of the provisions of this Agreement;
- (b) A group of Employees; or
- (c) The suspension or dismissal of any Employee or group of Employees,
- (d) Grievance concerning discrimination, harassment, termination shall proceed immediately to Step 2 of the grievance procedure at the discretion of the Association.

In the case of a group grievance or a number of grievances arising from a common complaint, the Bargaining Unit will select one (1) or two (2) Employees as representatives of all the affected Employees at any and all hearings held in conjunction with the grievance or grievances.

- 16.7 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 17 within thirty (30) calendar days of the receipt by the Director of Labour Relations or their designates response.

- 16.8 A grievance which has not been processed by the grievor or his representative in accordance with the time limits prescribed shall be deemed to be withdrawn. The sole exception to the foregoing shall be where time limits have been extended by mutual agreement of the parties.

- 16.9 Where the grievance referred to in Section 16.1 relates to a job posting in a Department other than the one the Employee is currently working in, the

grievance procedure shall occur with the Employer's representatives in the Department where the job posting occurred.

#### **16.10 Mediation**

Upon mutual consent, grievances may proceed through the grievance procedure to a single mediator for the purpose of resolving the grievance in an expeditious and informed manner. The mediator shall endeavor to assist the parties to settle the grievance by mediation.

### **17. ARBITRATION CLAUSE**

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

- (a) The interpretation, application or administration of this Agreement; or
- (b) Whether a matter is arbitral; or
- (c) Where an allegation is made that this Agreement has been violated; and if satisfactory settlement cannot be reached, the matter in dispute may be submitted by the Employer or the Association to a board of arbitration which is to consist of a single arbitrator.

17.2 Either of the parties to this Agreement is in such event to notify the other party in writing of its desire to submit the matter in dispute to arbitration within seven (7) calendar days of the receipt of the reply of the Director of Labour Relations referred to in Section 16.5 of this Agreement, and if the recipient of the said 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 the single arbitrator shall be made by the Minister of Labour for Ontario upon request of either party.

17.3 The Employer and the Association shall share equally the cost of the arbitration proceedings and the cost of the arbitrator.

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

17.5 The decision of the single arbitrator appointed pursuant to this Article is final and binding upon the Employer, the Association and any Employee affected thereby.

## **18. ASSOCIATION SECURITY**

18.1 A compulsory check-off of Association dues and initiation fee shall apply to all Employees coming within the scope of this Agreement. It shall continue during the Term of this Agreement. The amount to be deducted shall be such a sum as may from time to time be assessed by the Association on its members according to its constitution, for general Association purposes.

18.2 All deductions made under the provisions of Section 18.1 will be remitted monthly to the proper authorized officials of the Association together with a list of Employees' names eligible for such deductions.

18.3 The Association will save the Employer harmless from any and all claims that may be made against the Employer for amounts deducted from pay as provided for in this Agreement.

## **19. HEALTH AND WELFARE**

19.1 Each unit of a Department shall provide first aid equipment and such equipment shall be administered as provided under the regulations of the WSI Act by an Employee duly trained in first aid or by a St. John's Ambulance course.

19.2 An Employee who is required by the Employer to appear as a witness in any court action involving the Employer will be paid the difference between the witness fee he receives for such court appearance and his normal Standard Rate of pay for such lost time.

19.3 The Employer agrees to provide proper accommodation for all Employees to have their meals, proper washing-up and sanitary facilities and suitable lockers for the storage and protection of clothing.

19.4 Should an Employee be required to miss the remainder of a shift as a result of an injury occurring at work and which is compensable by WSIB, said Employee shall receive his Standard Rate of pay for the remainder of the day from the Employer.

19.5 The Employer and the Bargaining Unit shall continue their Joint Occupational Health & Safety Committee in an effort to provide a safe and healthful environment for all Employees. The Bargaining Unit shall elect five (5) Employees to the Joint Occupational Health & Safety Committee,

who shall be given certification training at no cost to such Employees. In the event an Employee is required to attend a meeting on his scheduled day off, the Employer agrees to pay one (1) hour preparation time for the meeting as well as for actual time spent at the meeting, at the Employee's applicable rate of pay.

## **20. PROTECTIVE CLOTHING AND SAFETY EQUIPMENT**

20.1 Rubber boots, rubber gloves and other protective clothing shall be provided to such Employees as designated by the Employer. Safety glasses shall be provided as required. Where prescription safety glasses are required they, shall be provided as required to a maximum of one hundred and sixty (\$160) dollars. All employees shall be eligible to receive a replacement issue of the above on a one-for-one basis when such article is returned to supervisor and proves to be either damaged or rendered unusable as a result of the Employee's work activities, or worn out as a result of normal wear. Safety glasses as provided under this clause are exclusive to any vision care coverage provided under Schedule "E".

20.2 (a) An Employee required to wear safety shoes or boots shall be supplied initially with one (1) pair of safety boots or safety shoes and one (1) pair of winter safety boots by the Employer, each such safety shoes or boots and winter safety boots not to exceed a total cost of one hundred and fifty (\$150) dollars. In the event the Employee does not complete his probationary period, the Employer's cost of issued safety footwear shall be deducted from his final pay cheque. All Employees in receipt of safety boots, safety shoes or winter safety boots, shall be eligible to receive a replacement issue of the above on a one-for-one basis when such article is returned to supervisor and proves to be either damaged and rendered unusable as a result of the Employee's work activities, or worn out as a result of normal wear for such safety boots, safety shoes or winter safety boots.

(b) Each Employee shall receive the following clothing allotment.: Individual articles of clothing will be replaced on a one-for-one basis when such article is returned to the supervisor and proves to be either damage and rendered unusable as a result of the Employee's work activities or worn out as a result of normal wear.

12 shirts and trousers or 12 coveralls or any combination thereof

4 t-shirts (long sleeve or short sleeve)

2 parkas or 2 insulated coveralls or any combination thereof

2 lightweight jackets

1 insulated vest  
1 toque

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

In the event the Employee does not complete their probationary period, all clothing items issued, shall be returned to his Supervisor. Failing to do so, the Employer's cost of issued clothing shall be deducted from their final pay cheque.

- 20.3 It is incumbent on all Employees to observe the safety standards concerning safety conditions as laid out in various Ontario statutes and Employer safety policies and procedures. Failure to wear safety shoes or other safety equipment supplied by the Employer shall make the Employee subject to disciplinary action and any Employee not wearing such equipment shall be sent home from his job unpaid until such time as he can return properly attired. The Association agrees to cooperate with the Employer in all matters affecting the safety of Employees.
- 20.4 The Association will cooperate with the Employer to ensure Employees maintain the proper care and use of clothing supplied by the Employer.
- 20.5 All Employees shall wear such clothing, issued and designated by the Employer as appropriate, on a regular basis and only while engaged in the work of the Employer. Identification "flashes" shall not be removed from such clothing unless authorized by the Employer.
- 20.6 Any Employee leaving the employ of the Employer shall return all Employer property, and all clothing issued within the previous six (6) months, prior to receiving his final pay cheque.

## **21. CONTRACTING OUT**

- 21.1 The Employer may contract out work of the Bargaining Unit, provided that (a) to (d) are satisfied as outlined below:
- (a) As far in advance as possible of contracting out such work, the Employer notifies and discusses with the Bargaining Unit, its intention to contract out such work, except in the case of an Emergency, which shall be exempt from these requirements;
  - (b) No Employee is terminated, laid off or suffers a reduction in his Standard Hours of Work while the Employer simultaneously contracts out such work;

- (c) There are not a sufficient number of Employees available for the duration of the work period, who have the necessary skills, tools, equipment and time to perform the work; and
- (d) The Employer justifies the requirement to contract out the work on a timing or economic basis.

21.2 Notwithstanding the foregoing, the Employer has the right to contract out services normally contracted out, including but not limited to: janitorial, landscaping, HVAC, snow removal, lab services, sludge haulage, vacuum trucks, vehicle repairs, crane and elevator inspections, contact chamber cleaning and security.

In addition to the above, the Employer may contract out the following services normally performed by the bargaining unit;

- (a) preventative maintenance services and repair work related to medium voltage and high voltage switch gear;
  - (b) cabling; electrical tubing and wiring;
  - (c) replacement and/or installation of new instruments which includes the associated tubing and wiring;
  - (d) servicing of chlorine gas systems including chlorine tank car, chlorinators, evaporators and associated chlorine lines;
  - (e) calibration and testing of field devices;
  - (f) calibration and repair of gas safety monitoring systems;
  - (g) certification of instrumentation testing devices and equipment.
- For clarity, the foregoing work is not deemed to be outside the scope of the bargaining unit.

21.3 Where the reason for contracting out is not because of an Emergency and notwithstanding that there are not a sufficient number of Employees meeting the conditions of Section 21.1(c) who are able to perform the work, the Bargaining Unit shall be entitled to propose an alternate plan to the Employer to perform the work intended to be contracted out without requiring rescheduling or reassignment of already scheduled work. In the event the Bargaining Unit's plan meets the Employer's time constraints and economic considerations or factors, the Employer shall have the designated Employees perform the work and shall not contract out the work.



**22. MISCELLANEOUS**

- 22.1 The Employer and the Association agree that a copy of the signed Agreement will be provided to each member of the Negotiating Committee and each member of the Bargaining Unit not more than sixty (60) calendar days after the signing of the Agreement. Such copy shall be in booklet form and paid for by the Employer.
- 22.2 The Employer and the Association agree that bulletin boards are to be provided and installed in an appropriate location in the wastewater and water treatment plants of the Employer, and these bulletin boards shall be glass-enclosed and provided with a lock. All notices to be posted by the Association on the said boards are to be submitted to the Project Manager concerned and the Project Manager is to be responsible for the posting thereof.
- 22.3 Within sixty (60) calendar days of the commencement of employment, the Employer shall issue a probationary employee, in the following Positions tools to perform their work, up to the following maximum values:

<u>Positions</u>	<u>Tool Value</u>
Instrumentation and Control Technician	\$1,500
Maintenance Electrician	\$1,500
Industrial Millwright	\$1,500

Within thirty (30) days of the commencement of the Term, the Department Head of maintenance shall establish a list of necessary tools for the Positions set out above.

Each Employee who is issued tools by the Employer shall be responsible for the tools issued to him. In the event any such tools are lost or misplaced by an Employee during the Term of this Agreement, such Employee will be responsible for the replacement cost of the tool that is lost or misplaced. Where a tool becomes damaged or destroyed through normal usage, wear and tear, the Employer shall replace such tool.

In the event an Employee terminates his Position with the Employer, he shall return all tools issued to him prior to receiving his final pay cheque. The replacement cost of any tools that are missing shall be deducted from the Employee's final pay.

- 22.4 The Employer and the Association agree to the formation of a Labour-Management Committee to which the Bargaining Unit may appoint not more than four (4) Employees as may be appointed or elected by the Bargaining Unit from time to time, as provided for in Section 11.10.

Meetings of such Committee shall be held quarterly and may be held more frequently subject to the request of either party and the mutual agreement of the parties to this Agreement. The party requesting the meeting will present the other party with an agenda outlining the matters to be discussed at the meeting at least one (1) week prior to the date of the meeting.

Should a committee member choose to attend a meeting scheduled on his day off, he shall receive compensatory time off with pay, calculated at his Standard Rate, at a later date mutually agreed to between the Employee and his supervisor.

- 22.5 The Employee shall notify the Employer in writing, at the office of the Director of Labour Relations, of any change in the Employee's address or change in dependant status within two (2) weeks of any such change. The Employee or the Association shall save the Employer harmless in any action resulting from the Employee not making the required changes in records as noted above.
- 22.6 The Employer agrees that changes in its methods of operation that will result in the permanent displacement of Employees from their current Positions will be discussed with the Association as soon as reasonably practicable prior to their implementation.

### **23. TUITION REIMBURSEMENT**

- 23.1 Probationary Employees or Employees on leave of absence without pay are not eligible for tuition reimbursement.
- 23.2 Upon successful completion of an Employer-approved course of study, the Employer will reimburse the Employee one hundred percent (100%) of the costs of tuition, registration fees if charged and lab fees if applicable, up to a maximum reimbursement of Two Thousand dollars (\$2,000) per year. The Employee must earn a minimum grade of sixty percent (60%) or its equivalent in order to receive reimbursement for a course.
- 23.3 Tuition for correspondence courses or non-grade courses that are job or degree-related and that meet all other qualifications under this policy, qualify for one hundred percent (100%) tuition reimbursement, up to the Two Thousand dollar (\$2,000) maximum, at the sole discretion of the Employer.
- 23.4 The Employer will not duplicate payments to an Employee by government benefits, scholarship grants, aids or other sources. If a course is only partially paid for by any of such sources, the portion not paid will be covered by this policy up to, but not more than one hundred percent (100%), subject to the Two Thousand dollar (\$2,000) maximum.

- 23.5 The Employee must submit receipts, grades, certificates, diplomas or other evidence of completion of the course in order to receive reimbursement from the Employer. Textbooks, student activities, athletics, parking, late payment and similar fees will not be reimbursed by the Employer.
- 23.6 Tuition reimbursements are subject to withholdings required by law.

## **24. DEPARTMENT STEWARDS**

- 24.1 A Department steward is a person elected or appointed by the Bargaining Unit members to represent the Employees of the Bargaining Unit.
- 24.2 The Employer acknowledges the right of the Bargaining Unit to elect or appoint four (4) stewards to assist Employees in the presentation of their grievances to their immediate supervisor.
- 24.3 The Association acknowledges that stewards, as well as other members of the Association's committees and the Association's officers, will continue to perform their regular duties on behalf of the Employer, and that:
- (a) Such persons (not more than one (1) of the above plus the grievor) will not leave their regular duties without obtaining permission from their immediate supervisor who will be given a reasonable explanation for the requested absence, and
  - (b) When resuming their regular duties after engaging in duties on behalf of the Association, the steward and Employee will report to his supervisor immediately upon his return.

## **25. TECHNOLOGICAL CHANGE**

- 25.1 The Association agrees that the Employer has the right to study or introduce new or improved methods or facilities. Not less than one hundred and twenty (120) days prior to the introduction or implementation of substantial Technological Change affecting Employees, the Employer shall, by written notice, furnish the Association with all information regarding the planned change or changes with respect to Employee impacts. Such notice shall contain the information known to the Employer respecting:
- (a) The nature and degree of change;

- (b) The date or dates on which the Employer plans to affect the change; and
  - (c) The location or locations involved.
- 25.2 Following the said disclosure, representatives of the parties will meet for the purpose of engaging in discussions with a view to resolving any issue which may adversely impact upon the employment status of any Employee.
- 25.3 The term "Technological Change" in this Article means:
- (a) The introduction by the Employer of equipment or material of a different nature or kind than that previously utilized; and
  - (b) A change in the manner in which the Employer carries on its work and undertaking that is directly related to the introduction of that equipment or material.
- 25.4 Where an Employee has been displaced by Technological Change, the Employer will re-train that Employee to the new standards, provided the Employee has the capacity to be retrained. If the Employee cannot be retrained, the Employer will make every reasonable effort to find him a Position within his capacity.
- 25.5 It is understood by the parties that the application of this Article does not involve a guarantee that an Employee's Standard Rate will be maintained if and when the Employee is trained or placed in another Position.

## **26. NO LAYOFF**

- 26.1 For the Term of this Agreement, the Employer shall not lay off any of the Employees who are employed at the Facilities as of December 31<sup>st</sup>, 2004. Notwithstanding the foregoing, nothing herein restricts the Employer from hiring, reducing or laying off Employees exceeding the Employer's minimum Employee requirement, where the Employer determines in its sole discretion that it requires or does not require such Employees for the operation of the Facilities.

## **27. DURATION OF AGREEMENT**

- 27.1 This Agreement shall remain in force and effect from and including the 1<sup>st</sup> day of January, 2021, to and including the 31<sup>st</sup> day of December, 2024 and from year to year thereafter unless within a period of ninety (90) days before the 31<sup>st</sup> day of December in any year either party hereto gives notice in writing to the other party hereto of its desire to bargain with a

view towards the renewal with or without modification of this Agreement or the making of a new agreement.

- 27.2 The Employer agrees to meet with the Bargaining Committee of the Bargaining Unit within thirty (30) days after receipt of the notice in writing of the desire to bargain, unless the parties agree upon bargaining dates that are beyond the thirty (30) days as outlined above.
- 27.3 This Agreement shall express the full and complete understanding of the parties on all matters contained herein and specifically with respect to remuneration, benefits and working conditions, it is understood and agreed that this Agreement is the sole collective agreement between the Employer and the Association on behalf of the Bargaining Unit.
- 27.4 The parties hereto agree that the commencement date of this Agreement shall be January 1<sup>st</sup>, 2021. Notwithstanding the foregoing, the application of the terms of this Agreement shall, unless otherwise specifically and mutually agreed to in writing by the Employer and the Association, be restricted to the period on and after the date of signing of this Agreement up to and including the termination date of this Agreement as herein provided in Section 27.1.

## **LETTERS OF UNDERSTANDING**

### **1. TEMPORARY MODIFIED WORK**

The Employer agrees to implement and maintain a program of temporary modified work and vocational rehabilitation for Employees who are unable to carry out their normal duties as a result of illness, injury or accident.

### **2. WSIB AND LONG TERM DISABILITY PAYMENTS**

The Employer agrees that it will continue payment to those Employees who file for WSIB or long term disability at the rates of pay which would have been paid by WSIB or the long term disability carrier. Such payment shall not take place unless the Employee signs a waiver acceptable to the Employer directing any funds to be paid directly to the Employer. At such time as the claim is decided by WSIB or the long term disability carrier, payment will revert to direct payment from WSIB or long term disability.

### **3. VACATION AND LONG TERM DISABILITY**

Employees will be given the option of utilizing their vacation prior to receiving long term disability on the understanding that vacation not taken will be paid out on December 31<sup>st</sup> of the year in which it is earned.

### **4. AMENDMENTS TO AGREEMENT**

No future understandings on the implementation of any sections of this Agreement, or any alterations, shall be binding upon the parties unless approval in writing is received from the business manager of the Bargaining Unit and the Director of Labour Relations or their designates.

### **5. MEDICAL SURVEILLANCE**

All Employees will be eligible to participate in a medical surveillance program the cost of which will be fully borne by the Employer. The details of the program scope will be mutually agreed upon. The provider of the medical surveillance will be mutually agreed upon. Appointments for the program will be coordinated by the Employer during April and May of each year. All relevant findings will be provided to the Joint Health & Safety Committee by September of each year. No medical information shall be shared unless a form authorizing release of the information is provided by the Employee.

### **6. SUMMER STUDENTS**

- i. The Employer may hire up to two (2) summer students to work at the Facilities from May 1 to Labour Day in any year during the Term of this Agreement. The Employer may hire more than the two (2) summer

student maximum, provided that the Bargaining Unit and the Employer agree to increase such maximum for the summer being requested.

- ii. Summer students shall only perform duties that are not otherwise performed by Employees. Such duties may include: cleaning, landscaping, truck washing, general administration, special projects, job shadowing of Employees or other duties as agreed to by the Bargaining Unit and the Employer.
- iii. Summer students shall not be required to pay Association dues, nor shall they have any rights or privileges under this Agreement.
- iv. Summer students shall work no more than eight (8) paid hours Monday to Friday and shall not be entitled to work overtime, unless otherwise agreed to by the Bargaining Unit and the Employer.

## **7. CO-OP STUDENTS**

- i. The Employer may hire up to two (2) students to work at the Facilities each semester during the Term of this Agreement. The Employer may hire more than the two (2) student maximum per semester, provided that the Bargaining Unit and the Employer agree to increase such maximum for the semester being requested.
- ii. The Employer may hire co-op students where: (a) no apprenticeship program exists for the work to be performed by such student; or (b) where the Employer has made available an apprenticeship program and either no Employee has applied for the apprenticeship position or an Employee has accepted the apprenticeship position. Coop students may perform duties that are performed by Employees, provided that the Employees have been given the opportunity to apply for an apprenticeship program in the same discipline, where such apprenticeship program exists.
- iii. In performing duties that are performed by Employees, the Employer shall ensure that the co-op students only perform duties for which they have been trained or have studied within the scope of their education or co-op program.
- iv. Co-op students shall not be required to pay Association dues, nor shall they have any rights or privileges under this Agreement.
- v. Co-op students may work up to forty (40) hours a week and shall not be entitled to work overtime, unless otherwise agreed to by the Bargaining Unit and the Employer.

## **8. OHIP**

The parties agree that the estoppel has ended and the existing language does not support the payment of the current Ontario government EHP as outlined by the award of Arbitrator Kaplan dated 12th April 2007. Effectively, the reimbursement will cease with the renewal of the collective agreement.

## **9. TRAINING**

The Employer will provide a minimum of 48 hours training notice for in class or offsite training. 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. An employee completing online training longer than an hour in duration will not be required to monitor the operations at the same time as completing the training.

## **10. MOE LICENSING AND CERTIFICATION PROGRESSION PLAN**

The Employer will assist staff in achieving their short and long-term career goals through an individual licensing and certification progression plan. The plan will be detailed and monitored using the City's Performance, Accountability and Development (PAD) planning process. The process will include timelines for progression to higher levels of licensing and the necessary prerequisites to fulfill the MOE requirements.

Specifically, the Employer will assist by:

- scheduling and registering staff for training and examinations;
- providing training resource materials; and
- providing assistance with applications for license renewals and upgrades.

Employees who wish to transfer from water treatment to waste water treatment (or vice versa) or wish to pursue 3rd and 4th Certification can make such request to the Employer in writing, who will facilitate the opportunity to acquire the necessary experience, in consultation with the Union. For a request of transfer or accommodation, the Employer will take into consideration:

- Business Continuity, including availability of staff of sufficient experience and certification to ensure the continued operation of the treatment facilities and outstations;
- Transfer/accommodation requests by other bargaining unit members.

The Employer commits to working with the employee to achieve their goals.



# 11. CLARIFICATION OF 6.12 LIEU BANKING

Letter of Understanding  
Between  
The City of Hamilton (The City)  
AND  
Hamilton Ontario Water Employees Association (HOWEA)  
Dated: February ~~XX~~<sup>25</sup>, 2019

## Clarification of 6.12 Lieu Time Banking

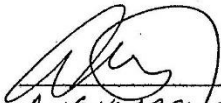
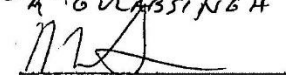
The following statement replaces section 6.12 of agreement Jan 1, 2017 – Dec 31, 2020


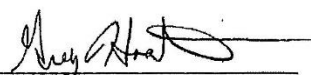
"Employees may be allowed to bank overtime to a maximum of one-hundred & twenty (120) hours annually. A maximum of eighty (80) hours total may be used as lieu time-off annually.

Employees that work 12-hour shifts may take thirty-six (36) hours as shift lieu time-off annually.

Lieu time-off shall be granted at a time mutually agreed upon by the Employee and the Department Head or designate, considering the operational requirements of the section in which the Employee works.

All lieu time utilized or paid out shall be at the Employee's current rate. Lieu time banked must be used or paid out within the calendar year from which it was banked, no annual carryover of banked lieu time is permitted. Remaining balances at year end will be paid out."

  
A. G. ULASSI, N.G.H.  
  
For the City of Hamilton

  
Rob Filice  
  
For Hamilton Ontario Water Employees  
Association

## **SCHEDULE "A" - POSITIONS & STANDARD RATES OF PAY**

Increase in classification for compensation for each Position in the following tables are based on the Employee's completion of the required MOE certification by examination. To receive an adjustment in Standard Rate of pay based on certification, Employees shall provide the Employer with a copy of the MOE operating certificate they have received upon completion. The Standard Rate of pay payable to Employees shall be adjusted retroactive to the date of licensing on the certificate.

Within fourteen (14) days of receipt of a request by an Employee for approval of his operating experience form for certification, the Employer shall make the necessary inquiries to confirm completion of the experience. Where the experience has been completed as required, the Employer shall return an approved operating experience form to the Employee within the fourteen (14) day time line.

The certificates referenced in the following tables refer to water distribution (or water distribution and supply), water treatment, wastewater collection and wastewater treatment only.

### **Water/ Wastewater Treatment Operator & Stores Keeper II**

January 1, 2021	1.9% (retroactive)
January 1, 2022	1.9%
January 1, 2023	1.9%
January 1, 2024	1.9%

### **Electrician & Millwright**

January 1, 2021	1.706% (retroactive)
January 1, 2022	1.706%
January 1, 2023	1.706%
January 1, 2024	Move to Instruments & Controls Technician Salary Schedule

### **Instruments & Controls Technician**

January 1, 2021	Lump sum on bi-weekly basis (retroactive)
January 1, 2022	Lump sum on bi-weekly basis
January 1, 2023	Lump sum on bi-weekly basis
January 1, 2024	Lump sum on bi-weekly basis

The Instruments & Controls Technician are designated as being red circled and will have their rate of pay frozen and will not be eligible for collective agreement percentage increases. Any Instruments & Controls Technician with a red circled salary at the date of ratification, shall receive a lump sum equivalent to the

agreed upon general wage increase (1.6%) for each year which shall be paid out on a bi-weekly basis.

For clarity, a lump sum of 1.6% of their hourly rate for all standard hours of work will be paid on a bi-weekly basis. This lump sum payment is non pensionable and does not form part of the base rate and will not be paid during unpaid leaves.

Any Instrument & Controls Technician hired after the date of ratification of this collective agreement will not receive the lump sum payments.

## SCHEDULE "A" – SALARY SCHEDULES

JOB TITLE	CERTIFICATION STEP	01-Jan-21	01-Jan-22	01-Jan-23	01-Jan-24
Water/Wastewater Treatment Operator	1 (OIT)	\$30.91	\$31.50	\$32.10	\$32.71
	2 (1st Cert. Class 1)	\$32.62	\$33.24	\$33.87	\$34.51
	3 (2nd Cert. Class 1)	\$33.70	\$34.34	\$34.99	\$35.65
	4 (3rd Cert. Class 1)	\$34.18	\$34.83	\$35.49	\$36.16
	5 (4th Cert. Class 1)	\$34.45	\$35.10	\$35.77	\$36.45
	6 (1st Cert. Class 3)	\$35.29	\$35.96	\$36.64	\$37.34
	7 (2nd Cert. Class 3)	\$36.48	\$37.17	\$37.88	\$38.60
Millwright	1 (No Cert.)	\$36.68	\$37.31	\$37.95	\$38.64
	2 (OIT)	\$36.68	\$37.31	\$37.95	\$38.64
	3 (1st Cert. Class 1)	\$37.63	\$38.27	\$38.92	\$39.66
	4 (2nd Cert. Class 1)	\$37.79	\$38.43	\$39.09	\$39.91
	5 (3rd Cert. Class 1)	\$38.09	\$38.74	\$39.40	\$40.14
	6 (4th Cert. Class 1)	\$38.36	\$39.01	\$39.68	\$40.36
Electrician	1 (No Cert.)	\$36.68	\$37.31	\$37.95	\$38.64
	2 (OIT)	\$36.68	\$37.31	\$37.95	\$38.64
	3 (1st Cert. Class 1)	\$37.63	\$38.27	\$38.92	\$39.66
	4 (2nd Cert. Class 1)	\$37.79	\$38.43	\$39.09	\$39.91
	5 (3rd Cert. Class 1)	\$38.09	\$38.74	\$39.40	\$40.14
	6 (4th Cert. Class 1)	\$38.36	\$39.01	\$39.68	\$40.36
Instruments & Controls Technician	1 (No Cert.)	\$38.64	\$38.64	\$38.64	\$38.64
	2 (OIT)	\$38.64	\$38.64	\$38.64	\$38.64
	3 (1st Cert. Class 1)	\$39.66	\$39.66	\$39.66	\$39.66
	4 (2nd Cert. Class 1)	\$39.91	\$39.91	\$39.91	\$39.91
	5 (3rd Cert. Class 1)	\$40.14	\$40.14	\$40.14	\$40.14
	6 (4th Cert. Class 1)	\$40.36	\$40.36	\$40.36	\$40.36
Stores Keeper II	1 (No Cert.)	\$33.63	\$34.27	\$34.92	\$35.58

A Water/Wastewater Treatment Operator that has achieved Certification Step 7 (2<sup>nd</sup> Cert, Class 3 or higher) in the preceding table, is eligible for additional Certification Premiums as follows:

- \$0.25 hourly premium paid for Water/Wastewater Treatment Operator who has successfully completed and attained a 3rd Certification, Class 2 or higher.

- \$0.25 hourly premium paid for Water/Wastewater Treatment Operator who has successfully completed and attained a 4th certification, Class 2 or higher.
- \$0.25 hourly premium paid for Water/Wastewater Treatment Operator who has successfully completed and attained a 3rd Certification, Class 3 or higher.
- \$0.25 hourly premium paid for Water/Wastewater Treatment Operator who has successfully completed and attained a 4th certification, Class 3 or higher

The maximum Certification Premium available to a Water/Wastewater Treatment Operator in addition to the Certification Step 7 salary is one dollar (\$1.00) per hour.

## SCHEDULE "B" - SHIFT SCHEDULES

OPERATIONS - 12 HR SHIFT WORKING	WEEK ONE							WEEK TWO							WEEK THREE							WEEK FOUR							WEEK FIVE						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
Days (0600 to 1800)	D	D	C	C	C	E	E	E	E	D	D	D	A	A	A	A	E	E	E	B	B	B	B	A	A	A	C	C	C	C	B	B	B	D	D
Spare (0700 to 1500)		A	A	A	A				B	B	B	B				C	C	C	C				D	D	D	D				E	E	E	E		
Nights (0600 to 1800)	B	B	B	B	D	D	D	C	C	C	C	E	E	E	D	D	D	D	A	A	A	E	E	E	E	B	B	B	A	A	A	A	C	C	C

OPERATIONS - 12 HR SHIFT OFF	WEEK ONE							WEEK TWO							WEEK THREE							WEEK FOUR							WEEK FIVE							
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	
A SHIFT	A				A	A		A	A	A	A	A					A	A	A			A					A	A					A	A	A	
B SHIFT					B	B	B	B					B	B	B	B	B	B	B					B	B	B			B					B	B	
C SHIFT	C				C	C	C						C	C	C	C					C	C	C	C	C	C	C					C	C	C		
D SHIFT			D	D	D			D					D	D						D	D	D	D					D	D	D	D	D	D	D		
E SHIFT	E	E	E	E	E					E	E	E			E					E	E						E	E	E	E					E	E

OPERATIONS 8 HR DAY	WEEK ONE							WEEK TWO							WEEK THREE							WEEK FOUR							WEEK FIVE						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
DAYS (0700 – 1500)	Schedule to be based on five 8-hour days per week per Employee with a rotating weekend coverage depending on numbers of Employees																																		

MAINTENANCE 8 HR DAY	WEEK ONE							WEEK TWO							WEEK THREE							WEEK FOUR							WEEK FIVE													
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S							
DAYS (0700 to 1500)	on	on	on	on	on	off	off	on	on	on	on	on	off	off	on	on	on	on	on	off	off	on	on	on	on	on	off	off	on	on	on	on	on	off	off	on	on	on	on	on	off	off

### DUNDAS Operations 8Hour Shift Working (0700 to 1500 hrs)

	Week 1							Week 2							Week 3							Week 4							Week 5												
M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S							
		A	A	A	A	A	A	A	A	A	A			A	A	A	A	A			A	A	A	A	A										A	A	A	A	A		
B	B	B	B	B					B	B	B	B	B	B	B	B	B	B			B	B	B	B	B			B	B	B	B	B			B	B	B	B	B		
C	C	C	C	C			C	C	C	C	C										C	C	C	C	C			C	C	C	C	C			C	C	C	C	C		
D	D	D	D	D			D	D	D	D	D			D	D	D	D	D										D	D	D	D	D			D	D	D	D	D		

Employee A/B/C/D

1. Operational requirements may require the staffing compliment per shift to vary.
2. Relief on twelve (12) hour shifts is mutual and overtime is not payable until after the scheduled starting time.
3. When a full day of training is scheduled on a spare shift, the starting time on the eight (8) hour spare shift will coincide with the scheduled training time.

### **Shift Differential**

#### Effective date of ratification

85 cents per hour, 6pm-6am (Monday-Thursday)

85 cents per hour, Weekend Premium payable from 6pm Friday to 6am Monday

#### Effective January 1, 2023

95 cents per hour, 6pm-6am (Monday-Thursday)

95 cents per hour, Weekend Premium payable from 6pm Friday to 6am Monday

Shift Premium and Weekend Premium are not compounded

Shift Premium and Weekend Premium are not paid for overtime shifts or Statutory Holidays

## **SCHEDULE "C" - OVERTIME POLICY**

For the purpose of Section 6.6 of this Agreement and more specifically, for determining the annual equitable distribution of overtime, the following shall apply: No payout shall be due when the difference between eight (8) hour and twelve (12) hour Employees is no more than sixteen (16) or twenty-four (24) hours per respective group. Any overtime payout due to overtime distribution shall be paid at the Standard Rate.

1. Overtime will be distributed by Position,
2. Weighted average is defined as the number of hours recorded as worked or refused, divided by the number of Positions.
3. During periods of illness or injury of one (1) day or more, fifty percent (50%) of the worked overtime hours will be added to the Employee's hours recorded as overtime worked (as needed for equalization purposes). Following an employee absence of fourteen (14) calendar days or more due to periods of illness injury, personal leave of absence, or maternity/paternity leave, the employee upon return to work enters the Position with a weighted average of the group.
4. Hours "worked" or "refused" will be counted as overtime offered. For the purpose of overtime distribution the first twenty-five (25) hours of unable to contact shall not be counted for the purpose of overtime balancing. The Employer shall maintain a written record of all contacts made for overtime, including: (a) each Employee called; (b) the time and date of the calls; and (c) whether the call was answered, a message was left, the Employee declined the work or the Employee accepted the work.
5. New Employees to the Bargaining Unit enters Position with the number of hours equal to that of the highest Employee in the relevant Position.
6. Employee moving to another Position on a temporary basis (no posting or out of classification) is not offered overtime until offered to all other available Employees in the Position. All overtime hours worked in this position are counted towards equalization and are added to their current total.
7. Employee moving to another Position as the result of a posting enters the new Position with a weighted average of the group. If he returns to his former Position, he will enter with a weighted average of that group.
8. Overtime should not be offered to an Employee on vacation, except in the case of Emergencies. If an individual is called in on an Emergency during



his vacation he has the option of rescheduling the remainder of his vacation at a time to be mutually agreed upon.

9. When employees are being paid to be on standby, call-ins will not be counted towards equalization.
10. For the purposes of equalization if an employee is on scheduled OT as well as “on standby” and the employee is “called out”, any time responding to the call extending beyond his original scheduled time will not be counted towards equalization.
11. Overtime lists will be posted bi-weekly in the Dundas and Woodward wastewater treatment plants, the Woodward water treatment plant and the Woodward maintenance shop.
12. The Employer provides the undertaking that it is not its intention to circumvent due process by knowingly offering overtime for whom the Employer is fully aware are not available to work.
13. Employees shall have the option to opt out of overtime opportunities and thereby forfeit their right to equalization.
14. The employer shall offer the overtime in accordance with the low man hours worked, and refused. In doing so, it is understood that this does not apply to incidental overtime occasioned by work continuity (continuation of a workday) or occasions of staying late to cover sick calls or lateness.
15. If an Employee is on modified duties, overtime will be offered to them if the duties that are required to be performed on overtime fall within the restrictions of said Employee.
16. When an Employee is not able to perform the duties required for the overtime because of their restrictions, they will be recorded as “unable to work” for the purposes of calculating the overtime equalization tabulated amount and as needed for equalization purposes only.
17. All overtime paid for meetings, or other work related activities with the exception of item 9 above and training will be counted towards the employees equalization total.
18. If an employee accepts overtime on a statutory holiday they will be paid for the statutory holiday and will have the option to bank the overtime subject to 6.12 (banked overtime)

## **SCHEDULE “D” - LIFE INSURANCE**

### **LIFE INSURANCE**

Group Life Insurance with benefits equal to two (2) times the annual earning (base salary/wage rate) of the Employee to the nearest one thousand (\$1,000) dollars if not already a multiple thereof.

### **LIFE INSURANCE AT RETIREMENT**

Life Insurance at two (2) times the annual earning (base salary/wage rate) of the Employee at time of retirement rounded to the nearest one thousand (\$1,000) dollars if not already a multiple thereof.

**SCHEDULE "E" - SUMMARY OF BENEFITS**

**CITY OF HAMILTON**

**H.O.W.E.A. - ACTIVE**

**PLAN NUMBER: 85801**

## **SUMMARY OF BENEFITS**

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

## **ELIGIBLE EMPLOYEES**

All Employees who are eligible will be covered based on the terms of the collective bargaining agreement with the Employer.

## **ELIGIBLE DEPENDANTS**

Dependants (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 22, 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. It is the responsibility of the Employee to notify the Benefits Section if your dependent no longer meets the definition of an eligible dependent.

## **CHANGES IN BENEFIT COVERAGE**

Due to:

- (a) Marital status
- (b) Name change
- (c) Dependant coverage under (c) or (d) above

should be directed to the Employer's Human Resource Department

## **INQUIRIES ON BENEFIT COVERAGE**

For details of your plan, contact the Employer's Human Resources Department.

## **HEALTH BENEFITS**

Employees and their spouses shall receive a medical benefits card for presentation at pharmacies.

Prescription Drugs: Employees are entitled to 100% reimbursement of eligible charges for prescription drugs. The maximum amount allowable for a prescription drug dispensing fee is \$7.00 per prescription.

Private Duty Nursing: Services of a Registered Practical Nurse (RPN) and Licensed Practical Nurse (LPN) to an annual maximum of \$25,000.

## **PARAMEDICAL SERVICES**

Maximum amounts allowed subject to the EHB Plan deductible and percentage reimbursement shown above.

(a) Clinical Psychologists:

First visit - up to \$35

Subsequent visits - up to \$20 per hour

Maximum amount allowable - \$200 per person per benefit period\*

(b) Registered Massage:

Maximum amount allowable- \$300 per person per benefit period\*

(c) Speech Pathologists:

Maximum amount allowable - \$200 per person per benefit period\*

(d) Chiropractor:

Maximum amount allowable - \$300 per person per benefit period\*

**SEMI - PRIVATE HOSPITAL PLAN**

Deductible: Nil

100% reimbursement of the reasonable and customary charge made by a hospital

**HEARING AID PLAN**

\$300 every thirty-six (36) consecutive months

**VISION PLAN**

Subject to the EHB plan deductible:

\$350 every twenty-four (24) consecutive months plus \$200 lifetime maximum for contact lenses required to correct visual acuity to 20/40.

EHB OVERALL MAXIMUM - unlimited

**DENTAL BENEFITS -**

Deductible: Nil

**COVERED PERCENTAGE:**

Basic Services - 100% of Eligible Charges

Major Services - 50% of Eligible Charges

Orthodontic Services - 50% of Eligible Charges

Maximum: Basic Services: Unlimited

Major Services: \$1,000 per covered person in a calendar year. Effective January 1, 2009, coverage increases to \$1,500 per covered person in a calendar year.

Orthodontic Services: \$1,500 lifetime maximum per dependant child. Effective January 1, 2009, coverage increases to \$2,000 lifetime maximum per dependant child.

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

A "benefit period" is a calendar year (January 1 to December 31).

**TERMINATION OF BENEFITS**

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

- (a) The date your employment terminates,
- (b) The last day of the month in which you early retire under the criteria of your pension plan. Duplicate coverage will continue under the retiree group until your normal retirement date,
- (c) The last day of the month of your normal retirement date, death, change in Position, or
- (d) The termination date of the Group Contract.

**EXTENSION OF COVERAGE - DISABILITY, SEMI-PRIVATE HOSPITAL AND 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 ninety (90) days.

**CERTIFICATES**

Your benefits card shows the group and identification number to be used on claims and correspondence.

**CO-ORDINATION OF BENEFITS**

If you have similar benefits through any other insurer, the amount payable through this benefit plan shall be coordinated so that payment from all coverages shall not exceed one hundred (100%) percent of the allowable expenses.

**EHB (EXTENDED HEALTH BENEFITS)**

The benefits described below are available to you through the Benefits Carrier's Extended Health Benefits.

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

## **GENERAL INFORMATION**

No medical examination is required.

Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined from the date of the last service provided.

Pre-existing conditions are covered from the moment this Agreement takes effect, except for dental care as a result of an accident.

## **BENEFITS -**

1. GENERIC DRUGS: Drugs purchased on the prescription of a medical doctor or dentist, which a pharmacist would not normally dispense without a prescription, including injectable medications (charges made by a practitioner or physician to administer injectable medications are not covered), oral contraceptives, anti-obesity drugs, preventative vaccines, standard syringes, needles, and test tapes for use by diabetics. 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 and can only be performed by a Registered Nurse (RN) or Registered Nursing Assistant (RNA); when such services are provided in the home by a nurse who is registered in the jurisdiction in which the services are performed and is not a relative of the patient. Nursing services must be certified medically necessary by the attending physician. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario are not included. An Authorization Form for RN Services must be completed by the attending physician and submitted to the Benefits Provider for prior approval. When the services are extended for more than thirty (30) days, an updated authorization form must be submitted to the Benefits Provider for approval on a monthly basis.



3. PHYSIOTHERAPY: Charges for the services of a licensed or registered physiotherapist who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of his services up to an annual maximum of one thousand and five hundred dollars (\$1,500). Initial assessments are not covered. These services must be authorized in writing by the attending physician with diagnosis.
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 \$5,500 per accident.
6. PREDETERMINATION OF BENEFITS AND ALTERNATE BENEFIT PROVISION - ACCIDENTAL DENTAL: Prior to the commencement of a course of dental treatment which will involve the use of crowns, bridges and/or dentures and which is expected to cost \$300 or more, a covered person should obtain from the attending dentist and submit to The Benefit Carrier a treatment plan outlining the procedures and charges. The dentist may be requested to submit any relevant x-rays. After reviewing the estimate, we will advise the patient of the amount allowable by The Benefit Carrier.

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

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

7. PROSTHETIC APPLIANCES: Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), ostomy supplies (where a surgical stoma exists), corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery), surgical stockings to a maximum of \$400 per calendar year, custom made orthopaedic boots or shoes, adjustments to stock item footwear or casted custom-made orthotics are subject to a combined maximum of \$500 per

person per calendar year and \$750 per 2 calendar years for Spouse and Dependent Children.

8. DURABLE MEDICAL EQUIPMENT: Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair.
9. HEARING AIDS: Payment will be made towards the purchase of a hearing aid when prescribed by a licensed physician or hearing specialist. Eligible charges include the cost of repairs and initial batteries. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for ear examinations, tests or replacement batteries.
10. MEDICAL SERVICES AND SUPPLIES: Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.
11. AMBULANCE: Licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).
12. PARAMEDICAL SERVICES: Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:
  - (a) Clinical Psychologists,
  - (b) Registered Massage Therapist - 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, and
  - (d) Chiropractors - benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.
13. EMERGENCY TREATMENT - OUT OF PROVINCE: Payment will be made for the following reasonable and customary charges incurred for emergency treatment which occurs during the first sixty (60) days while traveling or temporarily residing outside the Employee's province of residence, and which are in excess of the provincial health plan allowance:
  - a) room and board in a licensed hospital up to ward level,

- b) hospital services and supplies, and
- c) diagnosis and treatment by a physician or surgeon.

## **GLOBAL MEDICAL ASSISTANCE PROGRAM**

This program provides medical assistance through a worldwide communications network, which operates twenty-four (24) hours a day. The network locates medical services and obtains Great-West Life's approval of covered services, when required as a result of a medical emergency arising while the Employee or his dependant is traveling for vacation, business or education. Coverage for travel within Canada is limited to emergencies arising more than five hundred (500) kilometers from home. The Employee must be covered by the government health plan in his home province to be eligible for global medical assistance benefits. The following services are covered, subject to Great- West Life's prior approval:

- (a) On-site hospital payment when required for admission, to a maximum of \$1,000;
- (b) If suitable local care is not available, medical evacuation to the nearest suitable hospital while traveling in Canada. If travel is outside Canada, transportation will be provided to a hospital in Canada or to the nearest hospital outside Canada equipped to provide treatment;
- (c) Transportation and lodging for one (1) family member joining a patient hospitalized for more than seven (7) days while traveling alone. Benefits will be paid for moderate quality lodgings up to \$1,500 and for a round trip economy class ticket;
- (d) If an Employee or his dependant is hospitalized while traveling with a companion, extra costs for moderate quality lodgings for the companion when the return trip is delayed due to the Employee's or his dependant's medical condition, to a maximum of \$1,500;
- (e) The costs of comparable return transportation home for the Employee or a dependant and one traveling companion if prearranged, prepaid return transportation is missed because the Employee or dependant is hospitalized. Coverage is provided only when the return fare is not refundable. A rental vehicle is not considered prearranged, prepaid return transportation;
- (f) In case of death, preparation and transportation of the deceased home;

- (g) Return transportation home for minor children traveling with the Employee or a dependant who are left unaccompanied because of the Employee's or dependant's hospitalization or death. Return or round trip transportation for an escort for the children is also covered when considered necessary; and
- (h) Costs of returning the Employee's or dependant's vehicle home or to the nearest rental agency when illness or injury prevents the Employee or dependant from driving, to a maximum of \$1,000. Benefits will not be paid for vehicle return if transportation reimbursement benefits are paid for the cost of comparable return transportation home.

Benefits payable for moderate quality accommodation include telephone expenses as well as taxicab and car rental charges. Meal expenses are not covered.

## **OUT-OF-COUNTRY EMERGENCY CARE**

The plan covers medical expenses incurred as a result of a medical emergency arising while the Employee or his dependant is outside Canada for vacation, business or education purposes. To qualify for benefits, the Employee must be covered by the government health plan in his home province.

The following services and supplies are covered when related to the initial medical treatment:

- (a) Treatment by a physician;
- (b) Diagnostic x-ray and laboratory services;
- (c) Hospital accommodation in a standard or semi-private ward or intensive care unit, if the confinement begins while the Employee or dependant is covered;
- (d) Medical supplies provided during a covered hospital confinement;
- (e) Paramedical services provided during a covered hospital confinement;
- (f) Hospital out-patient services and supplies;
- (g) Medical supplies provided out-of-hospital if they would have been covered in Canada;

- (h) Drugs;
- (i) Out-of-hospital services of a professional nurse;
- (j) Ambulance services by a licensed ambulance company to the nearest centre where essential treatment is available.

If the Employee or dependant's medical condition permits return to Canada, benefits will be limited to the amount payable under this plan for continued treatment outside Canada or the amount payable under this plan for comparable treatment in Canada, plus return transportation, whichever is less.

## **LIMITATIONS**

This Extended Health Benefits group coverage does not pay for:

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

## **HOW TO CLAIM BENEFITS**

When receipts (or bills) for allowable expenses exceed the deductible amount (if applicable) in any benefit period, obtain the health claim form from the policyholder and return the completed form to the policyholder.

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

- (a) Name of the patient;
- (b) Description of service provided (drug claims must indicate the prescription number, name, strength and quantity of the drug);

- (c) Date(s) of service provided; and
- (d) Amount charged for each service.

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

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

## **CONVERSION**

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

Application for this special non-group "pay direct" coverage must be made within sixty (60) days of leaving the group. Contact the Employer's Human Resources Department for information.

"Benefit period" is defined in the "Summary of Benefits".

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

### **Benefits**

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

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

### **Chronic Care**

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

### **Out-of-Province**

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

### **Claims**

- (a) Reimbursement will be made by the Benefit Carrier to the hospital if billed directly by the hospital; or
- (b) Claim reimbursement directly from the Benefit Carrier by submitting a detailed hospital account or paid hospital receipt to the policyholder.

## **VISION PLAN**

### **Benefits**

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

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

### **Limitations**

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

### **Exclusions**

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

### **Claims**

Claim reimbursement directly from the Benefit Carrier by submitting a claim form to the Policyholder, attaching a printed receipt from the optometrist or optician showing the date of purchase or repair, the amount charged and the name of the person for whom the purchase was made or the service rendered.



## **SCHEDULE "F" - DENTAL BENEFITS**

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

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

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

### **Benefits**

#### **BASIC SERVICES**

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

Consultations - with patient or with another dentist

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

Diagnostic Services - includes bacteriologic cultures, biopsy and cytological examination

Preventive Services - includes prophylaxis (cleaning), fluoride treatment, oral hygiene instruction once every six (6) months for persons up to and including age twelve (12) and once every nine (9) months for persons over age twelve (12), pit and fissure sealant, and space maintainers for dependent children only.

#### **Fillings**

Extractions - includes root extractions

Anesthesia

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

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

Denture Repairs, minor adjustment, repair/rebasing

Surgical Services - includes surgical incision/excision and frenectomy

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

## **MAJOR SERVICES**

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

Major Denture Adjustments

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

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

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

In-office & Commercial Laboratory charges - when applicable to the covered benefits

## **Orthodontic (for dependant children to age 18)**

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

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

Orthodontic Treatment: Prior to the commencement of orthodontic treatment, your dentist should prepare a report outlining the details with respect to malocclusion, diagnosis, proposed treatment and applicable fees. This treatment plan should be forwarded to the Benefit Carrier 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, bridgework and/or dentures and which is expected to cost \$300 or more, you must obtain from your dentist and submit to the Benefit Carrier, a treatment plan

outlining the procedures and charges. The Benefit Carrier may also request your dentist to submit any relevant x-rays. After reviewing the plan, you will be advised of the amount of reimbursement. Alternate dental procedures will be taken into account when reviewing your treatment plan. Payment for a less expensive procedure may be made towards the cost of a more elaborate procedure or appliance chosen by you or your dentist.

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

Benefits are not payable for:

- (a) Services or supplies not listed under Benefits;
- (b) Services or supplies for cosmetic purposes;
- (c) Charges for procedures or appliances connected with implants;
- (d) Charges for procedures in excess of those stated in the Fee Guide for General Practitioners;
- (e) Services or supplies covered by any government plan; and
- (f) Services which commenced prior to your effective date of coverage or for services completed after the termination of coverage.

## **HOW TO CLAIM BENEFITS**

A standard the Benefit Carrier/ODA/CDA dental claim form completed by you and the dentist should be submitted directly to the policyholder. Payment will be made directly to you.

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

## **SCHEDULE "G" - 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 July 1, 2021. Refer to the 2017 to 2020 collective agreement for the application of the Regulations prior to July 1, 2021.

### **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 (4th) working day shall, on or before the fourth (4th) 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 fully 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 (15<sup>th</sup>) 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.

IN WITNESS WHEREOF the parties hereto have on this  6th  day of  January , 2022, affixed their respective seals attested to by the hands of their respective proper officers in that behalf duly authorized.

For  
**THE CITY OF HAMILTON**

For  
**THE HAMILTON ONTARIO  
WATER EMPLOYEES  
ASSOCIATION**

*Julie Shott*  
\_\_\_\_\_

*Greg Hoath*  
\_\_\_\_\_

*Nick Winters*  
\_\_\_\_\_

*Robert Filice*  
\_\_\_\_\_

*Shane McCauley*  
\_\_\_\_\_

*Brian Lambert*  
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*Jason Fox*  
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*Todd De Santis*  
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*Vanessa DiPietro*  
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*David Chapman*  
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