

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF HAMILTON**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1041**

**January 1, 2023 – December 31, 2026**

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## **1. SCOPE**

- 1.1 The City of Hamilton recognizes the Union as the sole and exclusive bargaining agent for all front-line supervisors employed by the City of Hamilton save and except those employed above the rank of front-line supervisors, those persons acting in a confidential capacity in matters relating to labour relations and those Employees covered by a subsisting collective agreement.
- 1.2 During the term of this Agreement if the Employer establishes any additional positions or job classifications that are not specified in Schedule "A" but which positions or classifications are appropriate for inclusion in Schedule "A" then the Employer agrees;
- (a) That the said position or job classifications are to be included in and form part of Schedule "A", and;
  - (b) That the rates for such positions or job classifications as set by the Employer are subject to the grievance procedure and arbitrations provisions set forth in this agreement.

The Union shall be provided written notice of any additional positions or job classifications that are deemed appropriate for inclusion in Schedule "A"

- 1.3 Persons not covered by this agreement will not be assigned duties normally assigned to Employees who are covered by this agreement, except when regular Employees are not regularly available. Additionally, duties can be assigned when there are shared tasks (not exclusive duties of CUPE 1041) and also when early response functions are required in medical emergency situations (Hamilton Paramedic Service Supervisors).

## **2. EMPLOYER RESPONSIBILITY**

The Employer accepts the following responsibilities:

- 2.1 The Employer recognizes CUPE Local 1041 the Union as the exclusive Bargaining Agent for all Employees coming within the scope of this agreement and more particularly described in Schedule "A" and they are hereinafter referred to as "Employee "or "Employees", whichever is the case.
- 2.2 The Employer agrees not to interfere with the rights of its Employees designated within the scope of this agreement, to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its representatives against any Employee because of Union Membership.
- 2.3 The Employer agrees that during the life of this agreement, and during the period of negotiation of any revisions to this agreement or of a new agreement,

including the period of Arbitration, there shall be no lockout.

- 2.4 The Employer agrees to abide by the *Ontario Human Rights Code*, as amended, and further agrees that there shall be no discrimination with respect to any Employee by reason of their membership or lawful activity in the Union.
- 2.5 The Employer recognizes and accepts the provisions of this agreement as binding upon itself, and upon each of its duly authorized representatives, and pledges that it and each of its duly authorized representatives will observe the provisions of this agreement.
- 2.6 The Employer agrees to provide each new Employee who is hired for a position within Schedule "A" of the Collective Agreement an information kit that is to be supplied to the Employer by the Union. Further, the Union is to be provided an opportunity to meet with each new Employee virtually or in person during their probationary period with the City. This meeting shall be during the new Employee's paid working hours.

The Employer agrees to provide the Secretary Treasurer of the local with an electronic copy of the check off list as submitted to CUPE National.

### **3. UNION RESPONSIBILITY**

The Union accepts the following responsibilities:

- 3.1 The Union agrees that it will not intimidate or coerce Employees into membership in the Union.
- 3.2 The Union agrees that membership solicitation and other Union activity not pertaining to this agreement, will not take place during working hours or on the premises of the Employer or on any work project the Employer may be engaged in.
- 3.3 The Union agrees that during the life of this agreement and during the period of negotiation of any revision to this agreement, or of any new agreement, including the period of arbitration, there shall be no strike or other cessation of work.
- 3.4 The Union agrees to abide by the *Ontario Human Rights Code* as amended.
- 3.5 The Union recognizes that it is the exclusive right and function of the Employer
  - (a) To direct the working force which includes the right to direct, plan and control working operations and to schedule working hours, and
  - (b) To hire, classify, transfer, promote, demote, dismiss or layoff Employees because of lack of work or other legitimate reasons, and

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

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

#### **4. STANDARD HOURS OF WORK**

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

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

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

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

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

4.5 The Employer will notify the union and affected Employee(s) with a minimum of one (1) months' notice, of any permanent or long term change in scheduled reporting location and/or start time and stop times.

#### **5. ANNUAL VACATIONS**

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

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

Column I Years of Service	Column II Vacation with Pay
0-1 year of service	one day per full month of service to a maximum of ten days
1 Year	3 weeks plus 2 days and thereafter
3 Years	4 weeks plus 2 days and thereafter
9 Years	5 weeks plus 4 days and thereafter
17 Years	6 weeks plus 2 days and thereafter
20 Years	6 weeks plus 3 days and thereafter
21 Years	6 weeks plus 4 days and thereafter
22 Years	7 weeks
23 Years	7 weeks plus 1 day and thereafter
25 Years	7 weeks plus 2 days and thereafter
30 Years	8 weeks

- (b) Notwithstanding the schedule of vacation leave above noted, an Employee, who has been granted and taken vacation leave and terminates their employment with the Employer before the anniversary date when the Employee commenced work, shall have the unearned portion of vacation leave deducted from their termination pay as per Article 6.
  - (c) During the first year of employment, Employees will, upon request, be automatically granted one (1) week of leave of absence without pay following completion of their probationary period and at a time suitable to the Department Head. To qualify for this leave, the Employee must have completed their probationary period during the first year and no part of this leave may be carried forward into the next year.
- 5.2 An Employee's vacation period and pay shall be based on their standard work week and their standard rate of pay but shall not include any shift premium, weekend premium, overtime, or other increments.
- 5.3 The vacation period shall commence January 1st and continue to and including December 31st of the same calendar year. Employees shall be able to carry forward up to five (5) days of vacation from one calendar year to the next, with the approval of the applicable General Manager of the Department. Such requests are subject to operational requirements and shall not be unreasonably denied.
- 5.4 When a Statutory Holiday falls on a day of the scheduled vacation, an Employee shall be entitled to an additional day of vacation. The additional day or days to



be granted at a time which shall not interfere with the efficient operation of the Employer's business or disrupt the vacation period as scheduled for other Employees.

- 5.5 Employees shall, when practicable, be granted the vacation period preferred by the Employee. Preference in choice of vacation dates shall be given to senior Employees provided that the efficiency of operations of the Employer is not unduly interrupted thereby. Vacation schedules shall be arranged and posted at least sixty (60) calendar days before the vacation period commences. Vacations shall commence at the beginning of a calendar week unless the demands of the operations of work of the Employer make this impossible.
- 5.6 (a) All vacations granted in any year shall be determined on the basis of the aggregate credited service of the Employee and such service is to include any period or periods of paid absence due to sickness (certified by a medical practitioner), accident while on duty, maternity/parental leave or leave of absence for union business. All other periods of absence, other than those noted above, will reduce an Employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year.
- (b) Notwithstanding Article 5.6 (a), an Employee will not accrue vacation while off work and in receipt of Long Term Disability (LTD) benefits.

5.7 Where an Employee

- (a) Is hospitalized (defined as "admitted as an in-patient requiring an over-night stay in the hospital") or convalescing following hospitalization, while on vacation and who qualified for sick leave, or,
- (b) Is entitled to bereavement pay under the terms of Article 20.2 there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date at the Employee's option.

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

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

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

Column I Vacation Qualification	Column II Separation Vacation Pay
One day per full month of service to a maximum of ten days	4%
3 weeks plus 2 days	6.8%
4 weeks plus 2 days	8.8%
5 weeks plus 4 days	11.6%
6 weeks plus 2 days	12.8%
6 weeks plus 3 days	13.2%
6 weeks plus 4 days	13.6%
7 weeks	14%
7 weeks plus 1 day	14.4%
7 weeks plus 2 days	14.8%
8 weeks	16%

6.2 Separation vacation entitlements, as set out in Column II, shall be calculated on the basis of the following, subject to clause 5.1(b):

- (a) Vacation pay on separation for Employees hired after January 1, 2017, shall be the relevant percentage for the period between January 1<sup>st</sup> of the separation year and the date the Employee actually separates from employment with the Employer. Any vacation that an Employee has taken, but not earned, prior to separation, will be recovered on the final pay cheque;
- (b) Vacation pay on separation for Employees employed after January 1, 1980 and January 1<sup>st</sup>, 2017, shall be the relevant percentage for the period between the Employee's last anniversary date of when the Employee commenced work and the date the Employee actually separates from employment with the Employer;
- (c) Vacation pay on separation for Employees employed before January 1, 1980, shall be the sum of:
  - (i) The full vacation entitlement for the year preceding their termination regardless of their anniversary date, and,
  - (ii) The relevant percentage of earnings for the period January 1, in the year of separation, to the effective date of separation.

- 6.3 Employees who do not qualify for separation vacation pay under the terms of this Agreement shall be paid separation vacation pay in accordance with the provisions of the Employment Standards Act.
- 6.4 Should death occur to an Employee, any unpaid vacation pay will be paid to the estate of the deceased Employee.

## **7. STATUTORY HOLIDAYS**

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

Where the alternate day is not set out in law the Employer will declare the preceding Friday or following Monday as a Holiday when such Holiday falls on a Saturday or Sunday.

- 7.2 Employees required to perform work on a seven (7) day week shift basis shall be entitled to a lieu day off should any designated Statutory or Proclaimed Holiday fall on their scheduled day off. If mutually agreed between Employer and Employee, Water/Wastewater Employees may take statutory holidays as lieu days.
- 7.3 Employees required to perform work on any of these Statutory or Proclaimed Holidays shall, in addition to the remuneration as outlined in Article 7.1 be paid at double time (2) for all hours worked.
- 7.4 An Employee shall not be paid for any Statutory Holiday
- (a) If they do not work on such Holiday without good cause when they have been scheduled to do so, or
  - (b) If they have been absent without good cause on the scheduled working day immediately preceding or succeeding such Holiday, or
  - (c) The Employer shall determine whether there has been good cause for such absence, subject to the limitation that Holiday pay shall not be unreasonably withheld.

## **8. BENEFIT PLANS**

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

- 8.2 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.
- 8.3 On completion of one hundred and twenty (120) calendar days an Employee shall be entitled to the following benefits:
- (a) Group Life Insurance as per the attached Appendix "A".
  - (b) Extended Health Care plan as per the attached Appendix "C".
  - (c) Dental care plan as per the attached Appendix "C".
  - (d) Notwithstanding the foregoing, probationary Employees will be given access to Short Term Disability Protection as detailed in the attached plan Appendix "B" after completion of their probationary period. The provisions of the "Cumulative Sick Leave Attendance" Bylaw, as amended, shall continue as modified by the Income Protection Plan.
  - (e) Long Term Disability protection as detailed in the attached plan Appendix "B".
  - (f) Where an Employee is required by the Employer to be immunized, the Employer agrees to provide or reimburse Employees for the cost of immunizations not covered by OHIP. Where a prophylactic alternative to immunization is available it may be taken as a substitute to immunization where appropriate based on medical or religious grounds. It is understood that the Employer cannot force an Employee to be immunized or to take the prophylactic alternative without their consent. It is further understood that where such immunization (or the prophylactic alternative to immunization) is required in order for the Employee to attend work and the Employee refuses the immunization or its substitute, they may be placed on unpaid leave with no loss of seniority. In the event the Employee refuses to be immunized on the basis of substantiated medical or religious grounds, the Employer agrees to take reasonable steps to accommodate workers through alternate work arrangements.
- 8.4 All eligible Employees shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS).
- 8.5 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 Care Benefits (other than for prescription drugs), Dental Benefits and STD benefits; and
  - (iv) A non-taxable death benefit in the amount of \$10,000.00, payable to the Employee's estate or designate in the event the Employee dies prior to termination or retirement.
- (b) Full-time Employees who would otherwise qualify for full benefits will not receive:
- (i) Other than the above-mentioned STD and death benefits, any form of life, or disability insurance that would otherwise be provided or made available, including, without limitation, Long Term Disability benefits, Basic Life Insurance, Optional Life Insurance; 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.

8.6 The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to change.

8.7 The Union agrees that the Employer may allocate the Unemployment Insurance Premium Rebate received for each Employee towards the annual cost of benefit plan.

8.8 In order to qualify for short-term disability benefits, Employees must comply with the income protection plan in Appendix "B: and provide a fully completed short-term disability claim form, attached hereto as Appendix "D" or a doctor's note as applicable.

8.9 Whenever an Employee recovers from a third party, any amount claimed for loss of wages or sick leave, they shall repay to the Employer forthwith the amount of all monies paid to them by the Employer, in respect of the period for which such amount is recovered from the third party, provided that the amount to be repaid to the Employer shall not exceed the amount recovered from the third party.

Should the Employee not arrange a re-payment schedule with the Employer within a reasonable period of time, the Employee agrees that the Employer shall have the right to deduct, from the Employee's regular pays, an amount not to exceed the amount allowed by law, for the number of pays required, in order to recover said monies.

8.10 A former Employee who:

- (a) Was enrolled in Extended Health Care, Dental Care and Life Insurance coverage immediately preceding retirement; and
- (b) Retired from the Employer between the ages of 55 and 65, and, at the date of their retirement had twenty (20) continuous years of employment with the Employer; or,
- (c) Was terminated for non-disciplinary reasons, effective April 1, 1996, while in receipt of LTD benefits;

is eligible for the following benefits:

Extended Health Care Plan,  
Dental Care Plan  
Group Life Insurance  
subject to the conditions that,

- (i) These benefits will only be provided if similar coverage is not available to the former Employee from another source; (with the exception of private life insurance plan) and,
- (ii) These benefits will terminate on the last day of the month in which the former Employee attains the age of 65 years; and,
- (iii) These benefits terminate upon the death of the former Employee; and,

- (iv) In the case of a former Employee terminated as per 8.10(c) above, while on LTD benefits, these benefits terminate at the same time as their LTD benefits, pursuant to the claim which was active at the time of their termination; and,
- (v) Benefits will be provided in accordance with the terms of the Current Plan.
- (vi) The former Employee and their dependents must maintain eligibility in a provincial health plan.
- (vii) Only one (1) spouse will be considered as being covered at any time.

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

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

- 9.1
- (a) All temporary and permanent positions within the bargaining unit, shall be posted for seven (7) calendar days. In so far as it is practicable to do so the vacancy will be filled within sixty (60) calendar days of the end of the posting period.
  - (b) Notice of permanent vacancies shall be posted in Human Resources within fourteen calendar days (14) of a vacancy. A list of jobs posted will be circulated to departments to notify Employees and direct them to the postings.
  - (c) When the Employer determines that a vacancy is redundant, notification shall be given to the Union within fourteen (14) calendar days of such determination.
  - (d) When a vacancy, of either a temporary or permanent nature, shall not be filled, the Employer will provide the Union fourteen (14) calendar days' notice.
- 9.2 When filling vacancies in the bargaining unit in a higher or lower classification, the applicant shall be awarded the promotion subject to the following:
- (a) Both parties recognize:

- (i) The principle of promotion within the service of the Employer.
  - (ii) That job opportunities should increase in proportion to length of service.
  - (iii) That skill and experience acquired on the job are factors to be considered when assessing the knowledge, efficiency and ability of an applicant to do the work of the job.
- (b) In promotions and demotions, the following factors should be considered:
- (i) Seniority
  - (ii) Knowledge, efficiency and ability to do the work of the job

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

First consideration will be given to internal applicants within the bargaining unit. In the event that Human Resources and the Department Head concerned believe that there may not be Employees within the City with the qualifications required, the position may be advertised internally and externally simultaneously. In the event that within six (6) months of a vacancy being filled, the same vacancy occurs, an offer will be made to the next available Employee on the successful applicant list.

The Union acknowledges that in matters of promotion the function of the Union in dealing with complaints or grievances arising out of such promotions will consist of satisfying itself that all relevant facts and circumstances relating to an Employee's qualifications as outlined in 9.2 (a) and (b) above, have been adequately and justly considered by the Employer and any grievance arising out of promotions shall be confined to these considerations.

The provisions of this clause shall not apply to transfers which are defined as a lateral move within a job classification. Transfer requests are subject to the provisions of Article 9.15.

### 9.3 INTERVIEWING/TESTING

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

If testing is being used as an assessment technique then:



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

In the event that interviews are held:

- (i) At least two members of Management shall be present during all interviews;
- (ii) Interview questions and responses shall be recorded to the degree that this is possible;
- (iii) Questions must be relevant to the qualifications necessary to do the job;
- (iv) Questions must be consistently asked of all applicants.

9.4 When a permanent position becomes vacant in a classification within a department for which a temporary position has been posted and filled, the senior Employee in the temporary position shall be awarded the permanent position without posting.

9.5 The promotion of Employees to positions outside the bargaining unit is not covered by this Agreement and shall not be subject to the terms of this Agreement except as provided in Article 9.6 hereof.

9.6 If an Employee is promoted or appointed to a position, whether included in, or excluded from the scope of this Agreement, and within one hundred and eighty (180) calendar days proves unsatisfactory in their new position, or if the Employee requests, in writing, they shall be returned to their former position without loss of seniority or wage rate.

In the event of a temporary transfer to a position outside the bargaining unit for a

period greater than 30 days, the Employee shall retain their accumulated seniority within this bargaining unit for a period of up to twenty-four (24) months but shall not accrue any further seniority while outside of the bargaining unit. During this twenty-four (24) month period, the Employee shall continue to pay union dues as a member of CUPE 1041. The Employee shall have the right to return to their former position in the bargaining unit at any time during the twenty-four (24) month period with full seniority. Thereafter, unless an extension is granted, the Employee's seniority within this unit will be lost. Any requests to extend the above-noted twenty-four (24) month period will not be unreasonably denied.

Employees who reach or exceed the maximum timelines outlined above, must return to the bargaining unit for a minimum of six (6) months prior to accepting another position outside of the bargaining unit. Otherwise, their CUPE 1041 seniority will be lost.

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

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

9.7 In the matter of layoff and rehire the following factors shall be considered:

- (a) The seniority of the Employees involved.
- (b) Efficient operation of the services involved.
- (c) Ability of the senior Employee involved.

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

9.8 PROMOTION AND REDUCTION OF STAFF

#### Redeployment

At no time shall an Employee receive less than twenty one (21) calendar days' notice of lay off. The Employer agrees to provide as much additional notice as possible to any Employee who may be subject to potential layoff because their position has been declared redundant, in accordance with Article 9.7.

During the notice period the Corporation will make all reasonable efforts to place the Employee in another position within the bargaining unit. Employees subject to layoff will be considered on a priority basis, for any new or vacant positions, if

qualified, in accordance with 9.7.

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

- 9.9 As an alternative to seeking a new or vacant position in accordance with Article 9.8 above or remaining on layoff awaiting recall for the period set out in Article 11.6 (v), the Employee may choose to resign employment with the City. In the case where an Employee chooses to resign their employment, the following will apply:
- (a) The Employee must elect to resign not later than 30 days after the first day of layoff; and
  - (b) Upon written election to resign, the Employee will be provided a lump sum payment of three (3) weeks (calculated on base salary) for every year of completed service to a maximum of 104 weeks, less statutory and other deductions; and
  - (c) The payment provided in b) above satisfies any and all requirements for notice and severance under the *Employment Standards Act*, and
  - (d) The Employee relinquishes all rights and entitlements under the terms of this collective agreement.
- 9.10 The Employer agrees that within a period of thirty (30) calendar days of the posting by it of a new position or classification, a job description for the said position or classification is to be delivered to the Union and which job description shall form and shall be deemed to form a part of this agreement unless the Union objects to any or all of the said job descriptions within a period of thirty (30) calendar days after receipt thereof in which event the said objection is subject to the provisions of Articles 11 and 12 of this agreement except that it is to be processed commencing with step two (2) of the grievance procedure set forth in Article 12.
- 9.11 Any classification set forth under Schedule "A" of this agreement that is altered or varied by the Employer is subject to the provisions of Articles 11 and 12 of this agreement.
- 9.12 Where an Employee is temporarily assigned a higher rated position, they will be paid at the first (1st) step of the higher rated classification or a higher step in the salary range of the temporarily assigned classification, whichever is necessary to provide a minimum five (5%) percent increase from the Employee's current wage rate. Such wage rate increases are only applicable immediately upon the Employee assuming the duties of the higher classification.

- 9.13 (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 twenty-four (24) continuous months.
  - (ii) Projects with a definite term or task: The term of the temporary posting for projects with a definite term or task shall not exceed thirty-six (36) continuous months.
  - (iii) Leave of Absence: The term of the temporary posting for leave of absence shall not exceed twenty-four (24) months.
  - (iv) Illness: The term of the temporary posting for leave of absence due to illness shall not exceed thirty-six (36) continuous months. Requests for extension in excess of thirty-six (36) months in accordance with Article 9.13 (b) and 9.14 (c) are not required when an Employee is temporarily backfilling an absence due to illness.
- (b) The Employer agrees to notify the Union thirty (30) 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 transferred because of the re-arrangement of positions shall also be returned to their position without loss of seniority.
- (f) Any Employee who requests to be returned to their former position shall not prejudice their applications for future promotions or transfers.
- (g) In the event that an absent Employee does not return and there is more

than one position in the same classification being filled on a temporary basis because of Employee absence the senior Employee temporarily filling a vacancy shall be confirmed in the position.

#### 9.14 EXTERNAL HIRES TO TEMPORARY POSITIONS

- (a) Temporary positions filled as a result of vacancies as set out in 9.13 may be awarded to external hires in the event no qualified regular Employee is awarded the position.
- (b) Any external hire employed on a temporary posting shall be covered by the terms of this agreement except that they shall not accumulate seniority unless subsequently employed as a regular Employee.
- (c) An external hire employed in a temporary posting in excess of the time periods set out in Article 9.13 above shall automatically become a member of the bargaining unit and shall be entitled to full rights of the collective agreement unless a mutually agreed extension is confirmed in writing by the parties.
- (d) The cessation or expiry of a posting in which an external hire is employed shall not be the subject of any grievance (i.e. individual, group, policy or otherwise) and shall not be subject to any of the requirements, restrictions or obligations under the Collective Agreement including provisions respecting layoff, termination, dismissal or reduction of hours unless triggered by (c) above.
- (e) In the event that an external hire becomes a bargaining unit Employee the Employee will be credited with seniority for their time worked in the CUPE 1041 bargaining unit position.

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

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

The above provisions shall apply to transfers other than those brought about by

vacation, absenteeism, or emergency situations.

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

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

## **11. SENIORITY**

### **SENIORITY RATING**

- 11.1 Seniority in the Local 1041 bargaining unit shall commence and accumulate from the point in time that an individual was appointed to a frontline foreperson's and/or frontline supervisor's position with the City of Hamilton and/or any predecessor municipality.
- 11.2 Those Employees who are promoted or appointed to a temporary position within the bargaining unit will accrue seniority within the bargaining unit for time served. Employees who are promoted or appointed to the same vacancy on a permanent basis through the posting process as set out in this agreement will have previous time served from the aforementioned temporary assignments added to their seniority.
- 11.3 Notwithstanding 11.1 above, for the purposes of vacation entitlement an Employee's length of service shall commence and accumulate from the date on which they entered the service of the Employer.
- 11.4 The Employer agrees to compile quarterly, a seniority list showing the names of all Employees, each Employee's number, the date of hire and the respective seniority dates.

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

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

### **LOSS OF SENIORITY**

- 11.6 Seniority will be lost and the employment relationship will be terminated if an Employee:

- (i) Is dismissed for just cause
- (ii) Voluntarily resigns in writing
- (iii) Fails to report for work within a period of Seven (7) calendar days after receipt of written notice to return to work after layoff
- (iv) Is absent without leave without sufficient reason
- (v) Is laid off for a continuous period of twelve (12) months.

Further, seniority will be lost if an Employee accepts a permanent position outside of the bargaining unit.

- 11.7 Upon the date of ratification of the Collective Agreement, seniority within CUPE 1041 shall be determined alphabetically by surname when two (2) or more Employees start date within the bargaining unit is the same.
- 11.8 Prior to terminating Employees, the Employer shall notify the Union of its decision to terminate.
- 11.9 The Union will be notified monthly of all Employees entering into the scope of CUPE 1041. The Employer agrees to provide their start date, department, Employee number, position title and classification.
- 11.10 Employees with less than six (6) months of active employment with the Employer, in the bargaining unit, will be considered probationary. Such Employees shall attain seniority rights only after completion of such probationary period.

Notwithstanding anything to the contrary contained in this Agreement, the Employer shall have exclusive right to discharge Employees within the first six (6) months of active employment, and such discharge may not become the subject of any grievance under the provisions of this Agreement.

Absences that interrupt the period of active employment will result in the extension of an Employee's probationary period, no greater than the period of absence(s) with the exception of approved vacation or lieu time.

## **12. GRIEVANCE PROCEDURE**

- 12.1 Within the terms of this Agreement, a grievance shall be defined as a difference between the parties arising from the interpretation, application, administration, or alleged violation of this Agreement and which has been submitted by the Union

to the Employer in writing. All grievances shall specify the nature of the grievance and the section or sections allegedly violated.

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

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

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

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

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

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

- 12.4 **STEP TWO:** Failing a satisfactory resolution at Step One the Union may re-submit the grievance to the Director, Employee Health and Labour Relations within fourteen (14) calendar days or upon receipt of the Employers official response to the grievance.

The Director, Employee Health and Labour Relations or their designate shall, where practicable, meet with the Grievance Committee, the grievor, and the Steward if necessary, within twenty-one (21) calendar days.

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



- 12.5 At the discretion of the Union, grievances shall proceed immediately to the second step of the grievance procedure when the dispute involves:
- (a) A question of general application of or interpretation of the provisions of this agreement, or
  - (b) A group of Employees, or
  - (c) The suspension or dismissal of any Employee or group of Employees, or
  - (d) Grievances concerning discrimination, harassment, termination, layoffs, and recalls.
  - (e) The application of "Appendix B" Income Protection Plan
- In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select one or two Employees as representatives of all the affected Employees at any and all hearings held in conjunction with the grievance or grievances.
- 12.6 Where a satisfactory settlement of the matter in dispute is not reached, the said matter may be referred to Arbitration under the provisions of Article 14 within thirty (30) calendar days of the receipt of the Director, Employee Health and Labour Relations, or their designates, response.
- 12.7 Meetings with the Director, Employee Health and Labour Relations and/or authorized representatives of the Employer, in reference to grievances, shall be held during the regularly scheduled working hours. Payment shall be at the prevailing rate of pay.
- 12.8 The Employer recognizes the President of the Union, or their designate, as a member of the Grievance Committee.
- 12.9 An Employer grievance may be submitted by the Director, Employee Health and Labour Relations to the Union through its secretary, in writing, within fourteen (14) calendar days from the time the circumstances upon which the grievance is based were known, or ought to have been known, by the Employer. A meeting between the Employer and the Union shall, where practicable, be held within twenty-one (21) calendar days of the submission of the written grievance and shall take place within the framework of Step No. 2 of Article 12.4 hereof. The Union shall give its written decision within fourteen (14) calendar days after such meeting has been held.

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

### **13. MEDIATION**

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

### **14. ARBITRATION PROCEDURE**

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

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

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

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

- 14.2 **SINGLE ARBITRATOR** - Either of the parties to this Agreement is, in such event, to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of 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 the Province of Ontario upon the request of either party.

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

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

- 14.4 Where there is a single Arbitrator the Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator. Where there

is a Board of Arbitration, each party shall bear equally the cost of its own Nominee and shall bear equally the cost of the Chairperson and the arbitration proceedings.

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

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

## **15. INTEREST ARBITRATION**

15.1 If after bargaining in good faith for the renewal of this agreement, with or without modifications, either party becomes satisfied that an agreement cannot be reached, it will notify the other party in writing of its desire to submit the matters in dispute to arbitration. If the recipient of the said notice and the party desiring arbitration do not, within a period of fourteen (14) calendar days after receipt of the said notice, agree upon a single arbitrator the appointment of the single arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.

15.2 The Employer and the Union shall share equally the cost of the arbitrator and their incidental expenses.

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

## **16. DISCIPLINE**

16.1 (a) In the event an Employee is disciplined, suspended or discharged for other than irregular attendance, written notification of the action stating reasons for such action shall be delivered to the Employee within fourteen (14) calendar days of the occasion giving rise to the action. Absence due to vacation, sickness or any other reason by the Employee involved shall extend the fourteen (14) calendar days referred to above. An Employee may request that a Steward be present at any meeting related to discipline. An Employee shall have the right to request a copy of the disciplinary notification be provided to the Union.

(b) An Employee who is required to attend a meeting with the Employer, for the purpose of discussing a matter which will result in discipline being taken against the Employee, shall be made aware of the purpose of the meeting and a Union Representative may attend the meeting. The Union will be provided an opportunity to meet with the Employee for up to fifteen (15) minutes prior to the meeting. The affected Employee shall be paid at the applicable rate of pay for the period of time being interviewed by the

Employer.

- 16.2 An Employee who maintains a clear record for a period of eighteen (18) months following their last warning or suspension shall have their record cleared at the end of such period as it applies to warnings and suspensions for reasons other than irregular attendance.
- 16.3 Upon written request to the Director, Employee Health and Labour Relations, an Employee shall have access during regular working hours to their file retained in the Human Resources Centre. They shall have the right to request copies of any documentation contained therein and to respond in writing to any document contained therein. The Employee shall be subject to disciplinary measures should they remove any documents from such file. A Union representative may see an Employee's file with the Employee's written consent.
- 16.4 During an investigation for the purpose of possible discipline by the Employer, an Employee, at the Employer's option may remain at work or may be re-assigned duties or placed on leave of absence with pay, or on a leave of absence without pay if there are compelling reasons.

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

- 17.1 Progressive wage and salary increases as approved will become effective on the first pay period following the Employee's anniversary date.
- 17.2 The Employer reserves the right to start any Employee within the minimum and maximum range of any specified classification.
- 17.3 The Employer reserves the right to grant to an Employee a single step merit increase within their salary grade on the Employee's anniversary date.
- 17.4 An Employee who is promoted to a higher salary classification shall proceed to establish a new anniversary date as of the date of promotion. Such Employee shall be placed in the range of the higher rated classification so they shall receive no less an increase in salary than the equivalent of the next step of their previous classification.

#### **17.5 RETROACTIVITY**

The Employer will make every effort to ensure that all retroactive increases in wages, overtime payments and shift premiums are paid within sixty (60) calendar days of the ratification of the Memorandum of Settlement by both the parties to:

- (a) Each Employee on the payroll of the Employer on the date of the signing of the Memorandum of Settlement; and

- (b) Each Employee who retired from their employment with the Employer between the expiry date of the immediately preceding Agreement and the date of the Memorandum of Settlement, and
- (c) Each Employee who terminated their employment between the expiry date of the immediately preceding Agreement and the date of the Memorandum of Settlement.

All monies returned to the Employer due to failure of the terminated Employee to notify the Employer of a forwarding address shall be cancelled and shall only be reproduced at the request of such Employee within a period not to exceed six (6) months following the ratification date of both parties and such Employee shall pay costs related to the cancelled monies and production of the new cheque.

With respect to (b) and (c) above, former Employees who resign, terminate or retire prior to the signing of this agreement shall receive adjustments to their base wage and those adjustments eligible as pensionable earnings in respect of OMERS.

- 17.6 The Employer shall maintain a 10% wage differential between the top step of CUPE 1041 and the top step of their closest subordinate as determined by the Employer.

## **18. UNION SECURITY**

- 18.1 The Employer shall deduct from every Employee monthly union dues in accordance with the Union Constitution and/or By-laws.
- 18.2 All deductions made under the provisions of Article 18.1 will be remitted monthly to the proper authorized officials of the Union, together with a list of Employees' names eligible for such deduction.
- 18.3 The Union will save the Employer harmless from any and all claims which may be made against the Employer for amounts deducted from pay as herein provided.
- 18.4 Once the Collective Agreement has been finalized, the cost to produce copies of the Agreement will be shared equally between the two (2) parties.

## **19. CONTRACTING OUT**

- 19.1 No Bargaining Unit Employee shall be laid off or terminated as a result of the Employer contracting out any of its work or services.
- 19.2 Where the Employer introduces technological change which affects the wages or

employment status of Employees, not less than ninety (90) calendar days prior to the introduction of the change, the Employer shall, by written notice, furnish the Union with all information in its possession of the planned change or changes. Such notice shall contain the information known to the Employer respecting the

- (a) Nature and degree of change,
- (b) Date or dates on which the Employer plans to effect the change, and
- (c) Location or locations involved.

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

## **20. LEAVE OF ABSENCE**

20.1 Employees requesting time off for the purpose of attending Labour Conventions or other union business not connected with this agreement shall be granted such time off without pay subject to the following conditions:

- (a) Number of Employees not to exceed five (5) for each period of leave, and
- (b) Maximum days not to exceed twenty (20) working days in any calendar year, and
- (c) Maximum days not to exceed thirty (30) working days in any calendar year for the President of the Local, and
- (d) The number of Employees from any one department shall be limited to one (1) save and except that the Employer shall give consideration to a request by the Union that more than one (1) Employee from a department or sub-department in the case of large departments be permitted leave of absence, and
- (e) The Union shall notify the Director, Employee Health and Labour Relations in writing of the names of Employees to be granted time off under the conditions as outlined in this Article not less than four (4) calendar days before such leave is to be taken.

20.2 An Employee shall be granted five (5) regularly scheduled consecutive work days bereavement leave, without loss of pay or benefits, on the death of:

- a spouse, common-law spouse,
- a parent, or step parent, adopted or foster parent of the Employee or the Employee's spouse

- a child, step-child, or Foster child of the Employee or the Employee's spouse, a grandparent, step grandparent, grandchild or step grandchild of the Employee or of the Employee's spouse
- a sibling of the Employee or a sibling of the Employee's spouse
- a child-in-law of the Employee
- a sibling-in-law

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

Notwithstanding the above, upon approval of the Employee's Director or designate, an Employee will be allowed to use one (1) of the five (5) bereavement leave days to attend a celebration of life or funeral within six (6) months of the bereavement.

Where the burial occurs outside Ontario, reasonable traveling time up to seven (7) calendar days without pay may be granted at the discretion of the Employee's Director or designate.

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

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

- 20.3 Members of the Grievance Committee shall be granted leave of absence with pay for attendance at all meetings with Officials of the Employer necessary to and incidental to the processing of grievances within the meaning of this agreement and including but without limiting the generality of this section, any meetings or hearings with any Committee or Board necessary to or incidental to the processing of and/or final determination of any such grievance within the meaning of this agreement.
- 20.4 The Grievance Committee shall be composed of six (6) members one of whom shall be the Chairman. All members of the Grievance Committee shall be Employees of the Employer.

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

- 20.5 Members of the Negotiating Committee shall be granted leave of absence with pay for attendance at all meetings with Officials of the Employer, including with any Committee, Board or other duly constituted Statutory authority, arranged or called for the purpose of
- (a) Negotiating or determining any matter arising during the term of this agreement, or
  - (b) Bargaining with the view towards
    - (i) An extension of or a renewal of, with or without modification, this agreement, or
    - (ii) The making of a new agreement.
- 20.6 The Union agrees to:
- (a) Furnish the Employer with a list of its Negotiating Committee Members, but the said Committee is to be comprised of not more than eight (8) Employee members who shall be paid by the Employer, and the National Staff Representative.
  - (b) Notify the Employer in writing of any changes in such Committee Members.
- 20.7 (a) An Employee who is required to serve as a juror, or as a witness in any court, shall be paid their regular rate of pay for their normally scheduled working hours for any day or part of a day that they are absent because of such service. Jury duty pay and Witness fees less reasonable expenses incurred by the Employee as a result of serving as a juror or as a Witness, shall be paid to the Treasurer of the Employer on receipt thereof by such Employee.
- (b) An Employee who is required to serve as a witness in any court or quasi-judicial body for a matter arising from their duties with the Employer, on a non-scheduled working day, may request that their schedule of days off be altered to allow attendance to be scheduled on a regular working day. It is specifically understood that the granting of this request is dependent upon operational requirements and, in any event, is not to result in any additional cost to the Employer.
- 20.8 Maternity/Parental Leave shall be granted on the conditions as set down in the Employment Standards Act of the Province of Ontario. Employees who take



maternity/parental leave shall have such leave included in their credited service. Service accrued during maternity/parental leave shall be included in the determination of service-related benefits.

- 20.9 The Employer will grant leave of absence without loss of seniority to an Employee selected for a full-time position with the Union. Notice will be given to the Employer as far in advance as practicable.
- 20.10 An Employee may request an unpaid leave for personal reasons and such leave shall be granted where it is operationally feasible to accommodate the Employee at no additional expense as a result of backfilling or overtime to the Employer. The Employee's seniority shall be treated in accordance with the provisions of this Collective Agreement. Request for such leave shall be consistent with any applicable leave policy requirements.
- 20.11 While on such leave of absence as set out in 20.10 the Employee may make the full contribution to continue their medical, hospital, pension and other benefits under the Agreement. However, there shall be no obligation by the Employer to make contributions to any of the foregoing premiums on the Employee's behalf. The Employee's Sick Leave Bank shall remain intact but they shall not accumulate further credits during such leave of absence.
- 20.12 Employees shall be granted leave as per the eligibility in the *Employment Standards Act*. On consent of the Employer, Employees shall be given an opportunity to utilize existing credits in the following order; lieu time, or vacation, so as to not have to go without pay.

## **21. OVERTIME COMPENSATION**

Hamilton Paramedic Service Operation and Water/Wastewater Treatment Facility Supervisors are excluded from this Article and governed by their respective agreements which are attached hereto.

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

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

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

- 21.2 For those Employees designated in Schedule "A" as entitled to payment for

overtime;

- (a) All authorized overtime work before and after the regular daily hours shall be paid for at the rate of time and one-half (1 ½). Upon completion of 12 consecutive hours, the supervisor will be paid at two (2) times their standard hourly rate thereafter.
  - (b) All authorized overtime work performed on the sixth (6th) day shall be paid at the rate of time and one-half (1 ½).
  - (c) All authorized overtime work performed on the seventh (7th) day shall be paid at the rate of double time (2).
- 21.3 An Employee may have the option of banking lieu time in excess of the eighty (80) hour annual maximum (84 hours for those Employees working 12 hour shifts) noted above where the Department Director or designate deems it does not interfere with the operational requirements of the Department. It is understood that lieu time accumulated shall be taken at a time mutually agreed upon by the Employer and the Employee. The lieu time bank shall be replenishable. Unused banked lieu time will be paid out by December 31 annually unless written approval has been provided to carry lieu time over.
- 21.4 Employees in the Culture and Recreation Division on flex time may be granted time off in lieu of overtime and shift differential to a maximum of five (5) working days in any calendar year, which may be taken off at a time mutually agreed upon by the Employee and the Department Head, taking into account the operational requirement of the section in which the Employee works.
- 21.5 There is to be no pyramid with other premium pay.
- 21.6 An Employee who is sent home at any time or times during the week;
- (a) Because of lack of work or inclement weather, or
  - (b) Who is absent during the week because of illness, or accident, or vacation, or
  - (c) Who is absent from their regular duties on approved leave of absence while attending to union business either within or without the Collective Agreement, shall be treated for the purpose of calculating overtime in respect of their normal work week, as if they had worked their standard hours of work on such day or days and shall be paid for all hours of work performed by them in excess of their normal work week at overtime rates specified in this Article.
- 21.7 No Employee will be required to work overtime against their wishes when other

Employees for such work are readily available and willing to perform the required work. The foregoing, however, shall not apply to work situations requiring the Employee to complete an assigned task in no more than four (4) hours beyond their normal workday and/or shift.

## 21.8 Overtime Allocation

For all Employees, overtime shall be defined as either continuation of the workday, scheduled overtime, call-out or standby.

- (a) Continuation of the Workday: Continuation of the workday shall be defined as work being performed by the Employee on their scheduled shift that needs to be completed beyond the conclusion of that same shift. Overtime work that is a continuation of the workday shall be performed by the Employee or Employees performing the work at that time, on their scheduled shift.
- (b) Scheduled Overtime: Scheduled Overtime shall be defined as assignments that are authorized and performed in excess of regularly scheduled hours and/or shifts and will be made with advance notice.

The Employer shall ask for volunteers by seniority and will schedule the work in accordance with Article 21 (e).

Where the Employer requires more than those who have volunteered, the least senior Employees within the classification will be required to work the overtime.

If a scheduled overtime shift, created as a result of the above is cancelled with less than twelve (12) hours notice, the Employee will be paid four (4) hours at the appropriate overtime rate.

- (c) Call-out
  - i) A call-out is defined as any situation requiring an Employee to be called from their place of residence by an authorized official of the Employer to do necessary work for the Employer and then return to their residence outside regular hours.
    - a. The Employer, at its sole discretion, may authorize Employees to attempt resolution of an emergency without having to physically attend a work location. A minimum of one (1) hour at the Employee's regular rate of pay will be paid for each call. Further calls received will not trigger payment unless said call(s) occur at least one (1) hour after completion of the preceding call.

- b. For those Employees authorized to do call-out duties, they shall be paid at the rate of time and one-half (1 ½) for the period Monday through and including Saturday. Call-out on Sunday shall be at the rate of double time (2x). An Employee called-out shall be guaranteed a minimum of four (4) hours of pay.

(d) Standby

Standby duty shall be provided to bargaining unit Employees as determined by an authorized official of the Employer. Standby duty shall be equitably distributed among the qualified Employees in each classification within each Section. Standby pay will be in accordance with Article 23.

It is expressly understood that those qualified Employees who are placed on Standby duty by the Employer, shall be called in prior to utilizing the overtime allocation procedure identified in (e), in seniority order by classification, by reporting location to perform any overtime work for which they are on the approved and posted Standby schedule to perform overtime work that arises during the period of time that they are on Standby.

(e) Overtime Allocation Procedure

Section will be defined per the example shown:

Public Works Department / Environmental Services Division / Forestry  
Section / Reporting Location

In the event that Employees are required to perform call out or scheduled overtime work as per overtime allocation, Employees shall be called out as per the following:

- i) In all reporting locations, the overtime work shall be offered in seniority order to the appropriately classified Employees from the section/reporting location.
- ii) Where the existing work force at the reporting location has been exhausted, the Employer agrees to call in those Employees on vacation first in the classification at the same reporting location.
- iii) In the event that an insufficient number of Employees are obtained through the application of the above, work shall be

offered in seniority order to the appropriately classified Employees within the section.

- iv) In the event that an insufficient number of Employees are obtained through the application of the above, the Employer agrees to call in those Employees on vacation first in the classification within the section.
- v) In the event that an insufficient number of Employees are obtained through the application of the above, work shall be offered in seniority order to the appropriately qualified Employees from the Division.
- (vi) In the event that an insufficient number of Employees are obtained through the application of the above, work shall be offered in seniority order to the appropriately qualified Employees from the Department.

## **22. CALL-OUT**

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

The Employer, at its sole discretion, may authorize Employees to attempt resolution of an emergency without having to physically attend a work location. A minimum of one (1) hour at the Employee's regular rate of pay will be paid for each call. Further calls received will not trigger payment unless said call(s) occur at least one (1) hour after completion of the preceding call.

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

## **23. STANDBY**

- 23.1 Standby duty shall be provided to bargaining unit Employees as determined by an authorized official of the Employer

(a) But for the exceptions set out below in (b) and (c), Employees designated by the Employer to be on standby duty will be paid in accordance with the following;

- (i) Monday to Thursday – one (1) hour pay at their standard hourly

rate;

- (ii) Friday - three (3) hours pay at their standard hourly rate;
- (iii) Saturday, Sunday and Statutory or Proclaimed Holidays -four (4) hours pay at their standard hourly rate

Standby duty shall be equitably distributed among the qualified Employees in each Department.

- (b) Employees designated by the Employer to be on standby duty in the Hamilton Water Division, Recreation and Culture Divisions, Forestry and Traffic Sections will be paid in accordance with the following;
  - (i) Monday to Friday - three (3) hours pay per day at their standard hourly rate;
  - (ii) Saturday, Sunday and Statutory or Proclaimed Holidays – four (4) hours pay per day at their standard hourly rate.

Standby duty shall be equitably distributed among the qualified Employees in each Section.

- (c) Employees designated by the Employer to be on standby duty in the Operations and Maintenance Division during Winter Operations will be paid in accordance with the following;
  - (i) Monday to Thursday - one (1) hour pay per day at their standard hourly rate when there is a night shift. Three (3) hours of pay will be paid when there is not a night shift;
  - (ii) Friday - three (3) hours pay at their standard hourly rate;
  - (iii) Saturday, Sunday and Statutory or Proclaimed Holidays - four (4) hours pay at their standard hourly rate.

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

23.3 No Employee shall be required to perform Standby duties unless they is furnished with prior written instructions by their immediate Supervisor.

## **24. SHIFT DIFFERENTIAL**

Hamilton Paramedic Service and Water/Wastewater Treatment Facility Supervisors are excluded from this Article except for Article 24.6 and 24.9 and governed by their respective agreements which are attached hereto.

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

24.2 Day Shift - No Shift Differential

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

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

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

24.3 Afternoon Shift - ninety-five (\$0.95) cents per hour for all hours worked. (The afternoon shift is described as a shift in which the majority of hours worked are worked between 3:00 p.m. and 12:00 midnight).

24.4 Night Shift - one dollar and ten cents (\$1.10) dollar per hour for all hours worked.

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

In the event that the Employer requires changes in starting and stopping times, the Employer agrees to give the Employee notice of not less than ten (10) calendar days. The foregoing shall not apply when the change of shift is caused by the absence of Employees or matters beyond the control of the Employer. This applies to all shifts.

24.5 A weekend premium ninety-five (\$0.95) cents per hour. For any regularly scheduled shift between midnight Friday and midnight Sunday shall be payable. Weekend premium will be paid in addition to shift premium but will not be paid for overtime hours.

24.6 Night Shift – one dollar (\$1.00) per hour for all hours worked between 18:15-06:15 for all Supervisors in the Paramedic Service and 18:00 – 06:00 for all Supervisors in the Water/Wastewater Treatment Facilities. Night Shift premium will not be paid on overtime hours.

24.7 Shift Schedules will be established by the Department Head or designate after consultation with the immediate supervisor.

24.8 Should changes in the starting and stopping time of any shift become necessary the Employer will give the Employee notice of not less than ten (10) calendar days. The foregoing shall not apply when the change of shift is caused by the absence of Employees or matters beyond the control of the Employer.

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

## **25. CLOTHING**

Hamilton Paramedic Service and Water/Wastewater Treatment Facility Supervisors are excluded from this Article and governed by their respective agreements which are attached hereto.

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

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

2 shirts with City of Hamilton identifier

1 windbreaker with City of Hamilton identifier

1 parka every 2 years from date of issue with City of Hamilton identifier

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

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

The foregoing shall only apply to permanent Employees.

25.3 Clothing as set out in Article 25.2, including safety boots, shall be worn at all times while the Employee is engaged in their work for the City. Said clothing issue is, however, not to be worn by Employees in off duty time. City of Hamilton "identification flashers" shall not be removed from such clothing.

## **26. SAFETY SHOES**

Hamilton Paramedic Service is excluded from this Article and governed by their respective agreement which is attached hereto.

26.1 The City will provide safety shoes or boots of a standard approved by the Canadian Standards Association, to all Employees required to wear such shoes or boots. In addition, those Employees required to work outside during the winter



months shall be provided with an insulated pair of safety boots.

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

Special footwear shall be provided for those Employees working in unique conditions upon Management approval.

Except for replacement footwear no Employee shall receive more than two (2) pair of safety boots (one summer; one winter) per calendar year.

In addition, Management reserves the right to issue an additional pair of boots, if required.

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

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

- 27.1 Travel allowance shall be paid in accordance with the Employer corporate travel policy.

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

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

## **28. EDUCATION**

- 28.1 The Employer agrees that courses made necessary in order to carry out a certain job by virtue of legislation passed by senior governments shall be given during normal working hours, or if this is impossible, any hours outside normal working hours, taken up in receiving instruction (including reasonable travel time to and from the course if the course is outside the geographic boundaries of the City of

Hamilton), shall be paid for by the Employer at the Employee's standard rate and shall not be construed as hours of work for the purposes of overtime or pension pay. The Employer will reimburse the Employee for mileage as per Article 27.2.

## **28.2 Education Leave**

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for an Employee to take an educational leave without pay and without loss of seniority of up to twelve (12) months for training related to the Employee's employment at the Employer.

## **29. EMPLOYEE RESPONSIBILITY**

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

## **30. MEDICAL EXAMINATION**

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

## **31. WAGES**

- 31.1 The Employer shall pay salaries bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement.

## **32. DURATION OF AGREEMENT**

- 32.1 This agreement shall remain in force and effect from and including the 1st day of January, 2023, until the 31st day of December, 2026 and from year to year thereafter unless within a period of ninety (90) calendar days before the 31st day of December, 2026, or any year thereafter either party hereto gives notice in writing to the other party hereto of its desire to bargain with the view towards the renewal, with or without modification, of this agreement or the making of a new agreement.

## **HAMILTON PARAMEDIC SERVICE AGREEMENT**

Whereas the parties recognize the unique nature and requirements of the work performed by Hamilton Paramedic Service Supervisors, they agree to the following amended Articles, regarding the items below. All Articles of the main Agreement apply, unless amended by the provisions below.

### **1. STANDARD HOURS OF WORK – HAMILTON PARAMEDIC SERVICE ONLY**

- 1.1 The normal hours of work for all full-time Hamilton Paramedic Service supervisors shall average forty two (42) hours per week, averaged over 52 weeks, depending on the shift schedule involved as determined by the Employer.
- 1.2 A master schedule template and assignments will be established by September 30<sup>th</sup> of each year for the next calendar year, including, but not limited to start times and designations.
- 1.3 Individual assignments will be determined by the Employer with consultation with the Hamilton Paramedic Service supervisors. Assignments are subject to change up to and during the year of the schedule based on operational needs of service. The Employer shall provide thirty (30) calendar days' notice of any change to the master schedule to the Union and the affected Employee. The foregoing shall not apply when the change is caused by the absence of Employees, or matters outside the control of the Employer.

### **2. ANNUAL VACATIONS – HAMILTON PARAMEDIC SERVICE ONLY**

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

### **3. TRANSFER – HAMILTON PARAMEDIC SERVICE ONLY**

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

### **4. OVERTIME COMPENSATION – HAMILTON PARAMEDIC SERVICE ONLY**

#### **4.1 SHIFT OVERRUNS**

Effective January 1, 2021, the Operations Supervisors working twelve (12) hour shifts will be granted five (5) E-days (60 hours) at the beginning of each year to be used in the same year, in recognition for shift overrun overtime. Time credited cannot be carried over into another year. When assigned an ambulance call by CACC that extends fifteen (15) minutes beyond their regular shift the Employee

will be paid the appropriate rate of pay until the end of the call, which does not include paper work. All other Supervisors will receive payment at time and one half for all hours worked beyond their regular shift.

All overtime must be pre-approved by a member of the Executive Management Team.

#### 4.2 CALL-IN / CALL-OUT

- (a) On the approval of the Operations Manager or designate, where there is a call-in for a Supervisor for an overtime shift, the Supervisor will be paid at one and one half (1 1/2x) times. An Employee called-out shall be guaranteed a minimum of four (4) hours of pay. Banked time at one and one half (1 1/2x) times may be requested and may be granted by the Operations Manager, anytime during the year up to Dec 1st of the year in which the overtime occurs. Upon completion of twelve (12) consecutive hours of an overtime shift, the supervisor will be paid at two (2) times their standard hourly rate thereafter for that shift only.
- (b) In exceptional circumstances, where Hamilton Paramedic Service has exhausted every opportunity to use part-time or full-time paramedics to cover a paramedic street service shift, the Operations Manager or their designate may authorize supervisor overtime to the said shift to maintain staffing levels deemed required by the Operations Manager. The compensation for overtime in this case will be as in the terms noted in (a) above.
- (c) The distribution of approved supervisor overtime shifts in writing, will be coordinated by the Hamilton Paramedic Service Supervisors. No grievance related to the distribution of approved overtime will be recognized by the Employer.

#### 4.3 BANKED TIME – STATUTORY HOLIDAYS PREMIUM/LIEU MANDATORY TRAINING & OVERTIME HOURS

1. The Provisions of this document apply only to full-time Paramedic Supervisors.
2. Paramedic Supervisors will select option “A” or “B” and submit their choice to the Full Time Commander or designate, Scheduling and Payroll responsible for their platoon, no later than October 15<sup>th</sup> of each calendar year. In choosing either option “A” or option “B”, the Employer will place the eleven (11) Statutory Holiday Lieu days (or any other Statutory Holidays as proclaimed by Law) into the Employee’s bank.
3. Once the selection has been made for the calendar year, it will not be subject to change or revision during that period.

4. In lieu of the designated holidays, recognized in the CUPE 1041 Collective Agreement and any new Statutory Holiday designated by legislation, each Employee shall be entitled to time off or pay at the Employee's basic hourly rate, in accordance with the "Scheduling Time off Guidelines" in the Memorandum of Understanding – Scheduling. For any remaining time taken on an ad hoc basis, the Employee will provide notification to their fulltime Commander or designate.
5. In both options "A" and "B", should an Employee wish to have any banked time paid out as opposed to time off work, it is understood and agreed that such a request can only be made after the day on which the designated holiday occurs, and that the payment of banked time will be made on the pay period following the date on which the designated holiday occurs. Any request received in the second week of a pay period will be processed within the following two (2) pay periods.
6. It is the Paramedic Supervisor's responsibility to ensure that all overtime shifts are entered in Time Manager as Overtime shifts.
7. Two overtime shifts in a row are both paid at 1.5x for Paramedic Supervisor.

For all other categories (i.e., statutory premium, mandatory training, and overtime hours), the following arrangements will apply, subject to the selection of each Employee. All banked time and lieu time "pay out requests" must be approved by the Paramedic Supervisor Full Time Commander or designate. All requests must follow scheduling guidelines.

For those Paramedic Supervisors who select Option "A", it is agreed that any overtime incurred on or after December 1 of each calendar year, will be paid out in accordance with "Option B". For clarity, those Paramedic Supervisors who select Option "A" will be switched to Option "B" effective December 1<sup>st</sup> of each calendar year.

#### OPTION "A" – (Bank all hours)

- i. An Employee selecting Option "A" will have all their statutory premium hours, mandatory training hours and overtime hours automatically banked for all hours accumulated during the calendar year.
- ii. The Full Time Commander or designate and EMS Scheduling will ensure that Finance & Administration is aware of the request and actions the appropriate payroll process.
- iii. As per the CUPE 1041 Collective Agreement, Paramedic Supervisors will be allowed to accrue hours (overtime, training, stat premium) in a renewable bank to a maximum balance of eighty-four (84) hours at any time in the year. If the balance is at eighty-four (84) hours, Paramedic Supervisors will have all other overtime paid out at the appropriate rate of pay. Paramedic Supervisors will be allowed to accrue overtime in a bank in accordance with Article 21.3 of the Collective Agreement.
- iv. Any banked time granted that is not scheduled prior to December 1<sup>st</sup> of the

- calendar year will be paid out, as per Article 21.3.
- v. Paramedic Supervisor(s) on an approved Job Share Agreement will be authorized to select Option "A".
  - vi. In the event a Paramedic Supervisor ceases employment with the division and they had taken recognized designated holidays prior to earning the hours, they will be required to reimburse the City of Hamilton.

#### OPTION "B" – (Pay out all hours)

- i. An Employee selection option "B", will have all their statutory premium hours, mandatory training hours and overtime hours automatically paid out for all hours earned during the calendar year. However, all Statutory Holiday lieu hours will be placed into the Paramedic Supervisor's bank at the beginning of the calendar year.
- ii. All entries must be completed and approved by the Paramedic Supervisor's Full Time Commander or designate by 0900hrs the Monday of everything up to the Saturday of the previous week.

#### 4.4 YEAR END PAY OUT & BANKED TIME OFF

Hamilton Paramedic Service supervisors will be allowed to accrue overtime in a lieu bank to a maximum balance of up to eight-four (84) hours in the calendar year. If the balance is at eighty-four (84) hours, Hamilton Paramedic Service supervisors will have all other lieu time paid out at the appropriate pay.

Any time owing that has not been committed to any approved shift absence, on or before Dec 1st of each year, will be paid out. Supervisors will not be allowed to carry-over any accumulated time into another calendar year, unless due to exceptional circumstances, as determined by the Director – Hamilton Paramedic Service, has limited the Employees ability to utilize such lieu time.

The above contains the whole of the agreements between the parties with regard to Hamilton Paramedic Service Supervisor Overtime.

#### 4.5 SPECIAL EVENTS

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

- (a) The parties agree that the City will attempt to contact non-supervisor paramedics first for all instances of special event paramedic coverage. If the call-out list for both full-time and part-time non-supervisor paramedic staff is exhausted and the special event shift remains vacant, then the Employer will notify the Union who will fill the shift with a Hamilton Paramedic Service Supervisor, via a process established by the Employer and conducted by the Union.

- (b) For those special events requiring more than two (2) non-supervisor paramedics working at the same time, the City will notify the Union, who will then assign via a process established and conducted by the Union, a Hamilton Paramedic Service Supervisor to the special event for supervision of the paramedics assigned to the event.
  - (i) For every additional three (3) non-supervisor paramedics assigned to a special event, the City will notify the Union, who will assign Hamilton Paramedic Service Supervisors to the event such that the ratio of Supervisors to non-supervisor paramedics will be one (1) to three (3) (1:3).
- (c) The parties agree and understand that the Supervisor(s) assigned to special events as described in (b) above will be assigned a Paramedic Response Unit or other non-transport Hamilton Paramedic Service vehicle. Supervisor(s) assigned to special events as described in (a) above will be assigned to the vehicle allocated for the event.

## **5. CLOTHING – HAMILTON PARAMEDIC SERVICE ONLY**

5.1 Notwithstanding 25.1 for Hamilton Paramedic Service supervisors the Employer agrees to provide the following;

- (a) All full-time Hamilton Paramedic Service supervisors covered by this agreement shall be entitled to reimbursement for uniform alteration up to a maximum of twenty-five (\$25.00) dollars per year upon presentation of receipts. Receipts for reimbursement must be provided to their immediate supervisor by November 15th, for the previous twelve (12) months and just state on them "Hamilton Paramedic Service Uniforms".
- (b) All full-time Hamilton Paramedic Service supervisors covered by this agreement shall be entitled to three hundred (300) cleaning card points for each calendar year using the vendor as determined by the Employer. Each square on the cleaning card is worth one (1) point and the squares equal the following:
  - (i) 4 squares for 1 parka
  - (ii) 2 squares for 1 pant or tunic or sweatshirt
  - (iii) 1 square for a shirt
- (c) Supervisors will be issued uniforms as outlined in Schedule B, which shall constitute the full uniform.

All Employees shall be responsible for the normal upkeep of their uniform.

Issue of replacement clothing uniform and accessories will be accomplished through an exchange process which is based on a one for one model following the receipt of the initial one time clothing allotment and will be limited to the designated items and quantities as outlined in this agreement. Requests shall be made in writing and subject to the approval of the Employer.

All issued or exchanged clothing will be new. The Employer will endeavour to provide items within thirty (30) calendar days, subject to the Employer's ability and availability. Clothing may be repaired to a "like new" condition and returned to the original owner at no cost.

- (d) Substantial changes to items in Schedule "B" may be made during the life of this agreement if mutually agreed to by both parties. Minor changes are subject to discretion of the Hamilton Paramedic Service Director or their designate.
- (e) Upon resignation or termination from Hamilton Paramedic Service, the Employee shall return to the Employer, all uniform and equipment items issued to the Employee in the previous five (5) years.

## **6. SAFETY SHOES – HAMILTON PARAMEDIC SERVICE ONLY**

- 6.1 Footwear will be provided through the Employer's Procurement contract on an as needed basis.

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

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

## **7. MANDATORY TRAINING – HAMILTON PARAMEDIC SERVICE ONLY**

- 7.1 (1) Both parties agree that the Hamilton Paramedic Service Supervisors will have the flexibility and responsibility of their mandatory training scheduling based on the terms of this agreement. The parties agree that any classroom training or education covered as part of this agreement, conducted by the Employer, shall occur between the hours of 0700 and



1900 unless otherwise mutually agreed.

- (2) Both parties agree that the Employer will endeavor to post the mandatory training schedule with as much notice as possible to accommodate the scheduling.

Once the Employer is successful in obtaining dates for mandatory training the Employer will post the mandatory training dates.

- (3) Both parties agree to the following hours for the purpose of mandatory training only;

#### SPECIALIZED HAMILTON PARAMEDIC SERVICE MANADATORY TRAINING

Class & or clinical hours	
Winter	8
Early Spring	8
BH Fall Re-cert	8
Total	24

- (4) At the Employer's sole discretion, they may choose to add an additional paid classroom or hospital clinical education/training session for ACP's and/or PCP's per year.
- (5) Once supplied with the dates for mandatory training, the Employer recognizes that the Supervisors will self-schedule their mandatory training within the following terms (6 to 12):
- (6) Both parties agree that for operational purposes, the number of Supervisors minimally needed for street coverage during a mandatory training day will be maintained.
- (7) Both parties agree that training is not a core activity, therefore in order to attend mandatory training, vacation time off will as otherwise agreed, will not be withheld on mandatory training days.
- (8) Once scheduled, a Supervisor who is scheduled for mandatory training may only switch with written approval from Hamilton Paramedic Service Management.
- (9) Where a Supervisor is off work due to illness, WSIB, Compassionate, Jury/Witness duty, Maternity, Union Business or EPL and the Supervisor misses the mandatory training they were scheduled for then that Supervisor will be re-scheduled on a day of regularly schedule work if available as deemed by the Employer, otherwise on a regular day off.

- (10) In the circumstance where the Supervisor may be on accommodated duties, then the Supervisor will attend mandatory training on their regularly scheduled accommodated shift in whole, or in part if the Supervisor is only working ½ (half) days on their modified assignment.
- (11) Supervisors who are required to attend mandatory training on their day off as there are no positions available on shift will be compensated at 1.5 (one and a half) times their rate of pay. The Supervisor whom agrees to attend on their day off is compensated at the overtime rate may choose to bank the time at 1.5 (one and a half) times to use for time off purposes, or have paid out in accordance with the effective CBA and/or working conditions.
- (12) The Union acknowledges that where Supervisors self-schedule, the Employer will not be the subject of a grievance where the discrepancy of mandatory training scheduling on a supervisor's regularly schedule day of work or day off is in dispute. The Employer recognizes that the Union will perform the scheduling of mandatory training based upon the Union's process.
- (13) In addition to the above, the parties agree that Supervisors that are certified as ACP paramedics will be compensated a sum of one thousand one hundred and fifty-five (\$1155.00)dollars per calendar year which will be a full and complete compensation for additional education or requirements that are necessary for Base Hospital Certification. This payment will be considered compensation for the ACP attending any Base Hospital classroom education, hospital clinical or for any other education for the purposes of maintaining certification.

For clarity, the BH has indicated that they would accept alternative education as part of the requirements for annual certification, such as research projects, journal reviews or attendance at Hamilton Paramedic Service related conferences. This payment would be full payment for completing this alternative education or the traditional classroom education, as determined by the supervisor and/or the Base Hospital.

#### **OTHER HAMILTON PARAMEDIC SERVICE MANDATORY TRAINING:**

- (14) The City will endeavor to schedule training sessions conducted by the Employer on days when the Employee is not regularly scheduled to work. Where such training occurs outside regularly scheduled days of work, the Employee will receive regular rate of pay for each hour of training or may elect to "bank" such hours for time off. The use of banked time off will be at a time mutually agreeable to the Employee and the Employer. Time

credited cannot be carried over.

- (15) Mandatory training outside of their normal hours of work, shall not constitute hours of work for the purpose of overtime under the collective agreement.
- (16) Where travel is greater than ten (10) km outside the City limits, travel time is to be included based on departure from Station 30.
- (17) Employees shall not be entitled to any compensation for any time spent in obtaining, or recertifying, any qualification required under legislation or regulation, with the exception of the training described in point 3.

## **8 VOLUNTEER WORK – HAMILTON PARAMEDIC SERVICE ONLY**

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

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

## **9. SPECIAL OPERATIONS AGREEMENT**

Due to the sensitive nature of the Hamilton Paramedic Service Special Operations development and the many community partners involved, both parties agree to meet and discuss Special Operations

## **10. DECERTIFICATION/DEACTIVATION**

- (a) Where an ACP supervisor is deactivated by the Base Hospital they shall be employed as a PCP supervisor, if qualified, for the next period of eighty-four (84) hours of work where they shall perform PCP supervisor duties. Similarly, if a PCP supervisor is deactivated by the Base Hospital, or the deactivated ACP supervisors is not qualified to work as a PCP supervisor, they shall be assigned to alternative meaningful work duties by the Employer, for the next period of eighty-four (84) consecutive hours of work. The purpose of providing the above work is to provide employment during the paramedic supervisor's reactivation efforts. The Employer will attempt to assist the paramedic supervisor in their reactivation efforts by

providing access to all reasonable resources, if available. Such resources may be used during the paramedic supervisor's off duty time.

Following completion of the eighty-four (84) consecutive hours, the supervisor will be offered employment as a PCP supervisor, if qualified, and if a position is immediately available, subject to operational requirements. If a full-time position is not available, the supervisor may request to fill an available part-time paramedic supervisor position until a full-time supervisor position becomes available. If a PCP supervisor position is not available, or if the paramedic supervisor declines a part-time paramedic supervisor position, the paramedic supervisor will be given an unpaid leave of absence for a period of up to six (6) consecutive months.

Where a PCP supervisor is deactivated, following completion of the eighty-four (84) consecutive hours of alternative meaningful work duties by the Employer, the paramedic supervisor will be given an unpaid leave of absence for a period of up to six (6) consecutive months. The purpose of providing this unpaid leave of absence is to give the paramedic supervisor time to facilitate an appeal of the deactivation or to reactivate their certification.

- (b) Where an ACP supervisor is decertified and they is not qualified to work as a PCP supervisor, or where a PCP supervisor is decertified, the paramedic supervisor will be given an unpaid leave of absence for a period of up to six (6) consecutive months. The purpose of providing this unpaid leave of absence is to give the paramedic supervisor time to facilitate an appeal of the decertification or to become recertified.
- (c) A paramedic supervisor, who is ordered by the MOHLTC EHS, to take a re-qualifying examination to retain their certification, shall, if unsuccessful in that examination and therefore, not qualified to work as a paramedic, be given an unpaid leave of absence for a period of up to six (6) consecutive months. The purpose of providing this unpaid leave of absence is to give the paramedic supervisor time to re-write the examination. The Employer will attempt to assist the paramedic supervisor in their efforts by providing access to all reasonable resources, if available.
- (d) The opportunity to participate in an unpaid leave of absence for a period of up to six (6) consecutive months, in the above provisions of this Article including 25.01 (a), (b) and (c), can be exercised once in three (3) consecutive years.
- (e) In the event of the introduction of any other level of certification, the same principles shall apply.

- (f) Levels of certification are as defined under the Ambulance Act.
- (g) Failure to resolve the certification and/or qualification issue in the time periods outlined in Article 25.01, will result in the paramedic supervisor having their service and seniority with the Employer deemed terminated.

**11. HAMILTON PARAMEDIC SERVICE LOA RETURN**

It is further agreed that any costs associated with re-certifying qualifications required under the Ambulance Act upon return from a leave of absence are the sole responsibility of the Employee, excluding maternity, parental, bereavement, compassionate or any legislated leave.

**SCHEDULE “B” - HAMILTON PARAMEDIC SERVICE UNIFORM ITEMS,**

Item	Quantity FT	Quantity PT/TFT (External Hire with HPS)	Quantity PT/TFT (Internal Hire with HPS)
Fatigue Shirt - SS OR; Fatigue Shirt - LS OR; Golf Shirt	10	4	0
Sweatshirt/Sweater	2	1	0
T-shirt - SS OR; T-shirt - LS	10	4	0
Epaulette (single)	10	8	
All Season Pants	1	1	1
Paramedic Pants	7	2	0
Duty Belt	1	1	0
Jacket – 3 in 1 (spring/fall, winter, rain)	1	1	1
Summer Cap	1	1	0
Winter Hat	1	1	0
Winter Gloves	1	1	0
Dress Uniform - Tunic	1	0	0
Dress Uniform – Pants	1	0	0
Dress Uniform - Hat	1	0	0
Personal Issue – Safety Helmet	1	1	1
Personal Issue – Safety Vest	1	1	1
Stethoscope Pouch	1	0	0
Scissors	1	0	0
Glove Pouch	1	0	0
Key Ring	1	0	

Personal Issue – Safety Glasses (non-prescription)	1	1	1
Duty Bag	1	1	1

*The parties will meet to discuss the uniforms for other specific assignments (i.e. PD and Logistics) in addition to the aforementioned allotment.*

**LETTER OF UNDERSTANDING – HAMILTON PARAMEDIC SERVICE – SCHEDULING**

1. This document represents general guidelines related to Paramedic Supervisor scheduling. All the terms in the current CUPE 1041 agreement apply unless otherwise stated.

The Employer may use the term "Superintendent" in reference to Paramedic Supervisors for the purpose of policy and operational capacity.

2. In accordance with the collective agreement, a master schedule template and assignments will be established by September 30th of each year for the next calendar year, including, but not limited to start times and designations. Upon the Union’s request, the Employer will meet with the Union to discuss any concerns and/or modifications.
3. By October 15th of each year, the Paramedic Supervisor will provide proposed assignments to the Employer, who will consider the submission including any rationale provided for the individual assignment while maintaining sole discretion over the final decision and not be used in an arbitrary manner.
4. By November 15th of each year, the Employer will provide the final decision to the Paramedic Supervisor.
5. By December 15th of each year, the Paramedic Supervisor will provide the Employer with all scheduled time off for approval including vacation time and time in lieu of designated holidays off for the next calendar year. The start date of the new schedule will begin within first two pay periods of the New Year.

6. OTHER SUPPORTING GUIDELINES

Performance & Development Assignments:

The Paramedic Supervisor may be an ACP or has been certified by Base Hospital as an ACP. The Employer may consider other designations subject to related competencies. (i.e., specialty education in adult education) and the composition of the other Paramedic Supervisors in the Education and the Development assignment.

Generally, there will be no more than a maximum of one position changed per year in the Performance and Development portfolio. To be considered for one of the portfolios in the Performance and Development sector, an Employee must submit an expression of interest as per Article 9.15.

Scheduled Time off Guidelines (vacation: bank time, Statutory time: E days):

Paramedic Supervisors Assigned to Performance and Development

From Jan 2 to June 31 inclusive

- Maximum one Paramedic Supervisor per shift on scheduled time off, any additional Paramedic Supervisors time requires approval by the Deputy or designate.

From July 1 to Dec. 31 inclusive

- More than one Paramedic Supervisor per shift on scheduled time off, as approved by the Deputy or designate.

Supervisor Sector Assignments

1. Scheduling will be entered by the Paramedic Supervisor into the software authorized by the Employer.
2. There are 4 platoons in operations
3. There are currently 6 assignments for Paramedic Supervisors within the operations sector
4. There are currently 4-6 assignments for Performance Development sector
5. The Supervisor sector assignments will be determined by the Employer on an annual basis and communicated on the master schedule.
6. When a permanent full-time opening on the schedule becomes available, Paramedic Supervisors will submit an expression of interest via an email to the Deputy or designate, for consideration by the Employer.
7. The Paramedic Supervisor will serve 4 years in Performance and Development, one Paramedic Supervisor each year may leave Performance and Development for operations.

8. From time to time based on operational needs identified by the Employer, assignments of individual Paramedic Supervisors may be modified by the Employer after consultation with the parties.
9. Based on performance of a platoon or individuals the Employer may modify, platoon, or assignments for individual Paramedic Supervisors after consultation with the parties. The Employer agrees not to exercise this provision in an arbitrary manner.
10. Adjustments in changing start and finish times will be done in accordance with the terms of the collective agreement.

**Note 1:** If a shift has 4 Paramedic Supervisors on-duty, at the discretion of the Commander, the Float Paramedic Supervisor may be assigned the Logistics-Support function, and the Logistics-Support will provide back-up street supervision to the District 1 and District 2, or the FS will be assigned duties by the Commander at roll call. Logistics-Support Paramedic Supervisors will ensure they have 1 shift per month on the road to maintain certification.

**Note 2:** Float Assignment Paramedic Supervisors will report to Station 30 unless otherwise notified (i.e., if doing the South role St. 32).

**Note 3:** Performance Development Assignment (unless otherwise notified) will be as follows:

- Two (2) Paramedic Supervisors will be assigned to work Monday to Friday 8h 24 minutes each day.
- Two (2) Paramedic Supervisors will be assigned to work 10.5, as per table 1.

#### Scheduled Time Off

11. When selecting time off the Paramedic Supervisor will identify what type of time off that is being selected.
12. Partial shifts may be permitted where there is no overtime or additional cost to the Employer.

#### Shift Changes

13. Shift Changes are permitted within a sector (i.e., Operations). Shift where such changes will not result in below core staffing levels.
14. Shift Changes require the Commander to be notified of the change.



15. All Scheduled start times will be in accordance with the Master Schedule.
16. The Employer may adjust the Paramedic Supervisors schedule from time to time to assist with events in accordance with the Collective Agreement.

#### Continuing Education

17. Scheduling for continuing education will occur as per Article 8 of the Hamilton Paramedic Service Agreement.

#### Scheduling

18. Below core staffing will result in the following call out process
  - Part-time Paramedic Supervisors (as per Part-Time Paramedic Supervisor LOU)
  - Full-Time Paramedic Supervisors full shift
  - Regular scheduled day off
  - Scheduled time off
  - Part-time Paramedic Supervisor partial shift in excess of 24 hours in a week.
  - Full time Paramedic Supervisors partial shift.

The Commander will be notified of the results.

#### Distribution of Overtime Shifts

19. Overtime will be distributed in accordance with the current equitable practice.

#### Performance Development Paramedic Supervisor Maintenance of Certification:

- A. The Employer will work with the Performance Development Paramedic Supervisors to schedule in advance a minimum of one (1) field clinical opportunity per month.
- B. During times of the year (i.e., during Continuing Education Sessions, Orientation periods, etc.) it may not be operationally reasonable to facilitate a field clinical opportunity and there will be additional time provided at a later date to make up missed clinical opportunity.

- C. Each shift will be scheduled in consultation with the Deputy Chief responsible for Education or his designate based on operational needs and will be recorded on the Performance Development Paramedic Supervisor's weekly task plan/schedule.
- D. The Employer will review this arrangement based on any legislative changes that might warrant modifications.

## **LETTER OF UNDERSTANDING – PART-TIME HAMILTON PARAMEDIC SERVICE SUPERVISORS**

In the event the Director of Hamilton Paramedic Service chooses to employ part-time Hamilton Paramedic Service Supervisors, the parties agree that the existing collective agreement will form the foundation of their terms and conditions of employment. In addition the following provisions will be included exclusively for part-time Hamilton Paramedic Service Supervisors, not limited to the following:

### **STANDARD HOURS OF WORK FOR PART-TIME HAMILTON PARAMEDIC SERVICE SUPERVISORS**

- (1) The normal average hours of work for part-time Hamilton Paramedic Service Supervisors covered by this Agreement shall be twenty-four (24) hours per week or less per fifty-two (52) week period. However, this shall not be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked. Under normal circumstances a part-time Hamilton Paramedic Service Supervisor shall not work more than twenty-four (24) hours in any work week unless otherwise stated in the collective agreement.

An open shift is defined as any shift that becomes open prior to the start of a shift that the Employer deems necessary to back fill. Open shifts may be distributed to part-time Hamilton Paramedic Service Supervisors to a maximum of twenty-four (24) hours per week calculated Sunday to Saturday. If open shifts remain available as deemed by the Employer further, call-out will commence with the full-time Employees being offered overtime.

In the event Hamilton Paramedic Service is unable to fill the open shifts with full-time Employees the Employer may utilize part-time Hamilton Paramedic Service supervisor in excess of twenty-four (24) hours per week to fill the open shifts.

Overtime will be paid to part-time Hamilton Paramedic Service supervisors after forty-two (42) hours worked per week, calculated Sunday to Saturday at the rate of time and one-half (1.5X) times.

Part-time Hamilton Paramedic Service Supervisors will not be entitled to E-days.

- (2) Part-time Hamilton Paramedic Service Supervisors who work a shift of less than one (1) full work day for the various full-time classifications as set out in Schedule "A" will receive a rest period of fifteen (15) minutes every four (4) hours.
- (3) Scheduling will be administered in accordance with department policy.
- (4) Covering full-time Hamilton Paramedic Service Supervisor time off when the number of full-time Operational Supervisors who are on vacation or banked time is at the maximum number allowed then once per year for a maximum of one shift, each full-time Operational Supervisor will be allowed time off with written approval of Hamilton Paramedic Service Management and as long as part-time Hamilton Paramedic Service Supervisors are available to work and have not yet reached their twenty four (24) hours per week maximum. Nothing in this Article requires the City to backfill this time off with part-time Hamilton Paramedic Service Supervisors of full-time Hamilton Paramedic Service Supervisors.
- (5) Where it becomes necessary to reduce staffing levels, Employees will be laid off in the following order:
  - (a) Part-time Hamilton Paramedic Service Supervisors, in reverse order of seniority prior to any full-time Hamilton Paramedic Service Supervisors
  - (b) Full-time staff, in reverse order of seniority

**ANNUAL VACATIONS FOR PART-TIME HAMILTON PARAMEDIC SERVICE SUPERVISORS**

- (6) Part-time Hamilton Paramedic Service Supervisors shall be paid their vacation entitlement on a bi-weekly basis at the percent (%) rate of earnings as outlined below.

Column I Years of Service	Column II Vacation with Pay
0-1 year of service	4%
1 Year	6.8%
3 Years	8.8%
9 Years	10.8%
17 Years	12.8%
20 Years	13.2%
21 Years	13.6%
22 Years	14%
23 Years	14.4%
25 Years	14.8%

30 Years

16.0%

Part-time Employees accrue one (1) year of service for every two thousand one hundred and eighty-four (2184) hours of service with the Employer.

- (7) A part-time Hamilton Paramedic Service Supervisors vacation pay with zero to one (0 – 1) years of service, shall be based on all earnings for that pay period. Part-time Hamilton Paramedic Service Supervisors vacation pay with at least one (1) year of service shall be based on their hours worked for that pay period and shall not include any overtime, or other premium pays.

#### **STATUTORY HOLIDAYS FOR PART-TIME HAMILTON PARAMEDIC SERVICE SUPERVISORS**

- (8) For part-time Hamilton Paramedic Service Supervisors, the parties agree to the following Statutory Holidays:

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

Where the alternate day is not set out in law the Employer will declare the preceding Friday or following Monday as a Holiday when such Holiday falls on a Saturday or Sunday.

- (9) Part-time Hamilton Paramedic Service Supervisors required to perform work on any of these Statutory or Proclaimed Holidays shall be paid at double time (2) for all hours worked.
- (10) A part-time Hamilton Paramedic Service Supervisor who does not work a Statutory Holiday as outlined in (8) above but met the criteria as outlined in Article 7.4 and whose hours of work differ from day to day or week to week shall be paid equal to the total amount of regular wages earned and vacation pay payable to the Employee in the four work weeks before the work week in which the public holiday occurred, divided by twenty (20).

#### **BENEFIT PLANS FOR PART-TIME HAMILTON PARAMEDIC SERVICE SUPERVISORS**

- (11) On completion of probationary period of one-thousand and ninety-two (1092) hours worked a part-time Hamilton Paramedic Service Supervisor shall be entitled to the following benefits:
- (a) Part-time Hamilton Paramedic Service Supervisors, upon completion of their probationary period, shall be paid bi-weekly, twelve (12%) percent of

their earnings, exclusive of vacation pay, in lieu of any other sick leave, pension, group medical and hospitalization, life insurance and any other benefit.

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

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

### **SENIORITY FOR PART-TIME HAMILTON PARAMEDIC SERVICE SUPERVISORS**

- (12) Part-time Hamilton Paramedic Service Supervisors shall be considered probationary Employees and will have no seniority rights until they have worked one-thousand and ninety-two (1092) hours. The Employer shall have the exclusive right to discharge Employees during the probationary period provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation.
- (13) Part-time Hamilton Paramedic Service supervisors shall accrue one (1) day of seniority for every eight point four (8.4) hours worked to a maximum of two hundred and sixty (260) days per calendar year and shall have a separate and distinct seniority list from full-time Employees.
- (14) The terms and conditions of the seniority list shall be in accordance with Articles 11.4 and 11.5 of the current Collective Agreement.
- (15) Loss of seniority will be in accordance with Article 11.6 of the current Collective agreement.
- (16) If a part-time Hamilton Paramedic Service supervisor transfers from full-time status to part-time status or vice versa, seniority shall be converted on the basis of one year being equal to two thousand one hundred and eighty four (2184) hours.
- (17) No part-time Hamilton Paramedic Service supervisor may be credited with more than two thousand one hundred and eighty four (2184) hours per one (1) year seniority in any calendar year.

### **SALARY PLAN - SCHEDULE "A" FOR PART-TIME HAMILTON PARAMEDIC**

## **SERVICE SUPERVISORS**

- (18) Part-time Hamilton Paramedic Service Supervisors shall be paid in accordance with Schedule "A".
- (19) Progressive wage and salary increases as approved will become effective on the first pay period following the part-time Hamilton Paramedic Service Supervisors having accrued the required number of hours. Part-time Hamilton Paramedic Service Supervisors, anniversary increases shall become effective based on hours worked in the position following the starting date or date of promotion, with two thousand one hundred and eighty four (2184) hours equaling a year.
- (20) Anniversary increases will be granted only as merited and may be refused or deferred on the recommendation of the Department Head.

## **WATER/WASTEWATER TREATMENT FACILITY SUPERVIORS AGREEMENT**

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

### **1. STANDARD HOURS OF WORK – W/W ONLY**

- 1.1 The standard hours of work on a bi-weekly basis shall be eighty (80) hours.
- 1.2 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. The Employment Standards Act shall govern hours of work maximums.
- 1.3 Shift Schedules will be established by the Department Head after consultation with the Union.
- 1.4 The Employer shall provide thirty (30) calendar days' notice of any change to the shift schedule to the Union and the effected Employee(s). The foregoing shall not apply when the change of shift is changed by the absence of Employee(s) or matters beyond the control of the Employer.
- 1.5 A half hour unpaid lunch will be provided in each eight (8) hour shift.

### **2. STATUTORY HOLIDAYS - W/W ONLY**

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

### **3. OVERTIME COMPENSATION - W/W ONLY**

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

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

#### **4. PROTECTIVE CLOTHING - W/W ONLY**

4.1 After the probationary period, each Employee shall receive the following ;

6 shirts and trousers or 6 coveralls or any combination thereof with City of Hamilton identifier

3 golf shirts with City of Hamilton identifier

1 parka with City of Hamilton identifier

1 lightweight jacket with City of Hamilton identifier

4.2 Replacement for aged or damaged clothing will be done on a one for one basis.

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

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

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

##### **Stage 1**

The Employee will receive a seventy-five (\$0.75) cents per hour increase when they provide the City with written confirmation from the Ontario Water Wastewater Certification Office (OWWCO) that the Employee has successfully completed the Level four (4) Water Distribution Exam, Water Distribution and Supply Exam, Water Treatment Exam, Wastewater Treatment Exam or a Level three (3) Wastewater Collection Exam. This increase will be retro-active to the date of the examination.

##### **Stage 2**

The Employee will receive an additional seventy-five (\$0.75) cents per hour for providing the City with a copy of their Level four (4) Water Distribution Certificate, Water Distribution and Supply Certificate, Water Treatment Certificate, Wastewater Treatment Certificate or a Level three (3) Wastewater Collection Certificate. This increase will be retroactive to the date that the Employee submitted their application for upgrade to the OWWCO.



The total compensation available under this agreement is one dollar and fifty cents (\$1.50) per hour. This increase applies to each wage step of the position identified and only applicable to those positions where certification is a mandatory job requirement.

**SCHEDULE "A" - CUPE 1041 SALARY SCHEDULE**

	OT/ E-DAYS	JD ID NO.	DEPT	HRS/ WEEK	SALARY GRADE	STEPS	JAN 1/23 (3.75%)	JAN 1/24 (3.0%)	JAN 1/25 (3.0%)	JAN 1/26 (3.0%)
		-	-							
					<b>2</b>	1	33.322	34.322	35.351	36.411
						2	35.173	36.228	37.315	38.434
						3	37.024	38.135	39.279	40.457
Historic Kitchen Garden Supervisor	EDAYS	7218	PED	35	<b>3</b>	1	37.166	38.282	39.430	40.613
Maintenance & Operations Supervisor - Dundum	EDAYS	1591	PED	40		2	39.231	40.408	41.620	42.869
						3	41.296	42.535	43.811	45.125
Design & Inventory Supervisor	OT	A13942	PW	40	<b>4</b>	1	42.174	43.439	44.743	46.085
District Supervisor, Parks	OT	A7548	PW	40		2	44.517	45.853	47.228	48.645
District Supervisor, Roads	OT	A2511	PW	40		3	46.860	48.266	49.714	51.205
Equipment Coordinator (Operations & Maintenance)	EDAYS	5469	PW	40						
Foreperson Mechanical Repair (prev titled Foreman/Wmn I Satellite/Central)	OT	695/700	PW	40						
Horticulture Supervisor (prev titled Beautification Supervisor )	OT	685	PW	40						
Horticultural Greenhouse Supervisor	OT	A7897	PW	40						
Horticulture Programming Supervisor	OT	A13943	PW	40						
Sewer Lateral Cross Connection Coordinator	EDAYS	6879	PW	35						
Site Supervisor	EDAYS	7531	PED	35						

Supervisor, Aquatic Programming	EDAYS	A7434	HSC	35						
Supervisor, Cemeteries	OT	2640	PW	40						
Supervisor, Customer Contact Centre	OT	2418	CORP	35						
Supervisor, Food Operations - Sport	EDAYS	A14439	HSC	35						
Supervisor, Gym/Club Programming	EDAYS	A7436	HSC	35						
Supervisor, Inclusion Programming	EDAYS	A7437	HSC	35						
Supervisor, Maintenance Services (Parking Enforcement & Ops)	EDAYS	1092	PED	35						
Supervisor, Museum Operations	EDAYS	A13044	PED	35						
Supervisor, Parking Collections	EDAYS	A9372	PED	35						
Supervisor, Printing/Mailing	EDAYS	1610	CORP	35						
Supervisor, Urban Forestry	OT	2638	PW	40						
Supervisor, Urban Forestry Tree Planting	OT	6084	PW	40						
Supervisor, Waste Collections	OT	674	PW	40						
Supervisor, Waste Collections Customer Service and Enforcement	OT	A10423	PW	40						
Supervisor, Wastewater Collection	OT	2850	PW	40	<b>4AB</b>	1	43.985	45.304	46.663	48.063
						2	46.428	47.821	49.256	50.733
						3	48.872	50.338	51.848	53.403
***Supervisor, Contract Services	OT	2131	PW	40	<b>4SP</b>	1	47.960	49.399	50.882	52.408
						2	50.625	52.144	53.708	55.319
						3	53.289	54.888	56.535	58.231
Aquatics Supervisor	EDAYS	A7429	HSC	35	<b>5</b>	1	47.656	49.086	50.558	52.075
Early Years Project Manager	EDAYS	6146	HSC	35		2	50.303	51.813	53.367	54.968

Electrical Supervisor	OT	5446	PW	40		3	52.951	54.540	56.176	57.861
Instrumentation Supervisor	OT	6121	PW	40						
Mechanical Supervisor	OT	5444	PW	40						
***Process Supervisor	OT	5447	PW	40						
Project Manager (Active Transportation)	EDAYS	6170	PW	35						
Project Manager (Advanced Traffic Management System)	EDAYS	A9839	PW	35						
Project Manager (Air Quality)	EDAYS	A9742	HSC	35						
Project Manager (Automated Traffic Enforcement)	EDAYS	A14682	PW	35						
Project Manager (Business Systems)	EDAYS	A10005	PW	35						
Project Manager (Capital Infrastructure Planning)	EDAYS	A2827	PW	35						
Project Manager (Central Composting Facility)	EDAYS	5514	PW	35						
Project Manager (Central West TCAN)	EDAYS	6325	PW	35						
Project Manager (Community Mobility and Parking)	EDAYS	A14596	PED	35						
Project Manager (Community Outreach)	EDAYS	2666	PW	35						
Project Manager (Community Programs and Outreach)	OT	A12633	PW	35						
Project Manager (Community Roadway Safety)	EDAYS	6257	PW	35						
Project Manager (Contract Operations)	EDAYS	2852	PW	40						
Project Manager (Contracts)	EDAYS	6085	PW	35						
Project Manager (Corridor Management - Road Restorations)	OT	A9815	PW	35						
Project Manager (Early Learning & Child Care)	EDAYS	5493	HSC	35						
Project Manager (Forest Health)	EDAYS	A7761	PW	35						
Project Manager (Landfills)	EDAYS	2844	PW	35						
Project Manager (Lighting and Electrical Infrastructure)	EDAYS	6201	PW	35						
Project Manager (Maintenance and Reliability)	OT	A12721	PW	35						
Project Manager (Outreach & Education)	EDAYS	A3051	PW	35						

Project Manager (Sport Operations)	EDAYS	A13527	HSC	35						
Project Manager (Park & Cemeteries Capital Projects)	EDAYS	A7733	PW	35	5	1	47.656	49.086	50.558	52.075
Project Manager (Parks & Cemeteries Operations)	EDAYS	A7754	PW	35		2	50.303	51.813	53.367	54.968
Project Manager (Pedestrian & Cycling Engineering)	EDAYS	A12346	PW	35		3	52.951	54.540	56.176	57.861
Project Manager (Plant Operations)	OT	A13275	PW	35						
Project Manager (Quality and Special Projects)	EDAYS	A11160	PW	35						
Project Manager (Recycling and Transfer Stations)	EDAYS	4134	PW	35						
Project Manger, (Regulatory Monitoring)	OT	A10640	PW	35						
Project Manager (Public Utilities)	EDAYS	A8024	PW	35						
Project Manager (Right of Way Permitting)	EDAYS	6229	PW	35						
Project Manager (Roadway Safety Initiatives)	EDAYS	A14677	P	35						
Project Manager (Scada Operational Technologies)	OT	5411	PW	35						
Project Manager (Service Coordination)	EDAYS	A9166	PW	35						
Project Manager (Special Event Planning)	EDAYS	A14237	HSC	35						
Project Manager (Special Utility Program)	OT	A11493	PW	35						
Project Manager (Street Lighting Engineering)	EDAYS	A7621	PW	35						
Project Manager (Sustainable Mobility Planning)	EDAYS	A12983	PED	35						
Project Manager (Sustainable Mobility Programs)	EDAYS	5508	PED	35						
Project Manager (Technical Services)	OT	A10616	PW	35						

Project Manager (Traffic Design and Construction)	EDAYS	6087	PW	35						
Project Manager (Traffic Electrical System)	EDAYS	6088	PW	35						
Project Manager (Traffic Operations)	EDAYS	A13118	PW	35						
Project Manager, (Traffic Services)	EDAYS	A11075	PW	35						
Project Manager (Transportation Planning & Modelling)	EDAYS	2831	PED	35						
Project Manager (Transportation Planning & Modelling-LRT)		A13124	PED	35						
Project Manager (Transportation Planning Development Approvals)	EDAYS	A11059	PED	35						
Project Manager (Transportation Planning New Initiatives)	EDAYS	A11295	PED	35						
Project Manager (Waste Collections)	EDAYS	A10210	PW	40						
Project Manager (Water Distribution)	EDAYS	5079	PW	35						
Project Manager (Water Information Systems)	EDAYS	6083	PW	35						
Recreation Supervisor	EDAYS	A5793	HSC	35						
Senior Development Administrator	OT	2606	PED	35						
Senior Procurement Specialist	EDAYS	6668	CORP	35						
Supervisor, Animal Services	EDAYS	2738	PED	40						
Supervisor, Arena Operations	EDAYS	A7431	HSC	35						
Supervisor (Compliance & Regulations)	EDAYS	5477	PW	35						
Supervisor, Computerized Maintenance Management System	OT	6053	PW	35						
Supervisor, Contract Inspections	OT	6058	PW	40						
Supervisor, Customer Service (Service Coordination)	EDAYS	A11311	PW	35						

Supervisor, Dispatch and Operational Support	EDAYS	A11310	PW	35	5	1	47.656	49.086	50.558	52.075
Supervisor, District Support Services (Recreation)	EDAYS	A9394	HSC	35		2	50.303	51.813	53.367	54.968
Supervisor, Facilities and Technical Services	EDAYS	7010	PW	35		3	52.951	54.540	56.176	57.861
Supervisor, Facilities Management	EDAYS	2571	PW	40						
Supervisor, Golf Operations	EDAYS	A4585	HSC	40						
Supervisor, Heritage Facility & Maintenance	EDAYS	A7404	PED	35						
Supervisor, Inventory Management	EDAYS	A12818	PW	40						
Supervisor, Inventory and Fleet Management	OT	A9052	PW	40						
Supervisor, Meter Operations & Cross Connections Control	OT	6156	PW	40						
Supervisor Parking Enforcement & School Safety	EDAYS	2739	PED	35						
Supervisor, Parking Revenue Management	EDAYS	1161	PED	35						
Supervisor, Quality Assurance	EDAYS	6016	PW	35						
Supervisor, Red Hill Family Centre (prev titled Supervisor, Homebased Services)	EDAYS	1593	HSC	35						
Supervisor, Roads Compliance	EDAYS	A11907	PW	40						
Supervisor, SCADA	EDAYS	A11270	PW	40						
Supervisor, Service Centres	EDAYS	A9934	CORP	40						
Supervisor, Sports and Entertainment Facilities	EDAYS	A7430	PW	40						
Supervisor, Utility Locates Field	OT	A14571	PW	40						
Supervisor, Utility Locates Office	OT	A14570	PW	35						
***Water Distribution Supervisor	OT	2142	PW	40						
Traffic Signal Foreman/Woman	OT	1677	PW	40.00	5C	1	43.043	44.335	45.665	47.035

						2	45.435	46.798	48.202	49.648
						3	47.826	49.261	50.739	52.261
Signs and Markings Foreman/Wmnn	OT	1676	PW	40	5T	1	41.702	42.953	44.242	45.57
						2	44.019	45.340	46.700	48.101
						3	46.336	47.726	49.158	50.633
Supervisor, Hamilton Paramedic Service	EDAYS & OT	2226	HSC	42	5SP	1	51.212	52.748	54.330	55.96
Supervisor, Hamilton Paramedic Service (PT)	OT	6489	HSC	42		2	54.057	55.679	57.349	59.069
						3	56.902	58.609	60.367	62.178
Project Manager (Capital Planning)	EDAYS	A14329	PW	35	6	1	53.850	55.465	57.129	58.843
Project Manager (Compliance & Facilities)	EDAYS	A9173	PW	35		2	56.841	58.547	60.303	62.112
Project Manager (Construction)	EDAYS	2836	PW	40		3	59.833	61.628	63.477	65.381
Project Manager (Design)	EDAYS	2835	PW	35						
Project Manager (Development Engineering )	EDAYS	1515	PED	35						
Project Manager (Energy Engineering)	EDAYS	6236	PW	35						
Project Manager (Energy Engineering Water Wastewater)	EDAYS	A14587	PW	35						
Project Manger (Engineering, Design & Construction)	OT	A9428	PED	35						
Project Manager (Excess Soils Management)	OT	A13758	PW	35						
Project Manager (Facilities (Design & Construction)	EDAYS	2636	PW	35						
Project Manager (Facilities/Parks Infrastructure)	EDAYS	6040	PW	35						
Project Manager (Growth Management)	EDAYS	A8123	PED	35						



Project Manager (Hamilton Water Facilities)	EDAYS	A10307	PW	35						
Project Manager (Infrastructure Management)	EDAYS	A12489	PW	35						
Project Manager (Infrastructure Planning)	EDAYS	A9001	PW	35						
Project Manager (Infrastructure Planning - Stormwater Management)	EDAYS	A14638	PED	35						
Project Manager (Infrastructure Programming & Planning)	EDAYS	2830	PW	35						
Project Manager (Source Protection Planning)	EDAYS	6018	PW	35						
Project Manager (Stormwater Planning)	EDAYS	2832	PW	35						
Project Manager (Programs and Contracts)	EDAYS	6169	PW	40						
Project Manager (Subsurface Infrastructure)	EDAYS	2828	PW	35						
Project Manager (Surface Infrastructure)	EDAYS	2829	PW	35						
Project Manager (Surface Infrastructure - Bridges & Structures)	EDAYS	A14401	PW	35						
Project Manager (Stormwater Operations & Maintenance)	EDAYS	A2579	PW	40						
Project Manager (Utilities)	EDAYS	6237	PW	35						
Project Manager (Wastewater and Stormwater Collection)	EDAYS	A9342	PW	35						
Project Manager (Water/Wastewater Planning)	EDAYS	5478	PW	35						
Project Manager (Watershed Management)	EDAYS	A11113	PW	35						
Supervisor, Inorganic Chemistry	EDAYS	6258	PW	35						
Supervisor Laboratory Services	EDAYS	5417	PW	35						

\*\*\*Receives additional compensation for completion of Level 4 Ministry of Environment Certification and acquisition of full Certification as per letter of understanding.

(Employees receive premiums if/when they receive the certification)

	<b>Steps</b>
<b>1</b>	90%
<b>2</b>	95%
<b>3</b>	100%

## **LETTERS OF UNDERSTANDING**

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

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

#### **W.S.I.B.**

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

#### **LTD**

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

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

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

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

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

## **LETTER OF UNDERSTANDING – CLOTHING**

The Parties recognize the need to clarify the practice of issuing protective clothing/uniforms/corporate apparel to members of CUPE Local 1041.

Therefore, the Parties agree to the following:

- (a) If Management deems it necessary from time to time that the issue of protective clothing/uniforms/corporate apparel requirements needs to be increased or decreased above what is provided in the collective agreement for the various classifications, Department Management will provide notice to the Union to meet. The intent of the meeting is to address the proper clothing allotments, with input from the Union, so Employees can be adequately outfitted to perform the duties of their positions. In addition, it is understood that Employees in different positions, classifications or departments may be issued different clothing allotments.
- (b) Notice of the final allotment of clothing provided for each position, classification and department will be provided to the Union.

## **LETTER OF UNDERSTANDING – INTERNSHIPS**

Whereas the parties agree it is of mutual interest that the employment relationship between the City, Local 1041, and Interns hired be clarified so that all Interns performing work within the scope of Local 1041 are captured by the following terms and conditions.

The parties hereby agree:

- (1) The provisions of the Memorandum shall apply to Interns employed in a role currently represented by CUPE Local 1041. Interns hired into the position shall have a rate of pay set out in the Attached Appendix "A".
- (2) The Intern classifications comprises students performing duties that may include some duties that could generally be described as regular duties or functions of existing classifications as defined in the Collective Agreement.
- (3) The parties agree that the Intern job classifications set forth in Appendix "A" are exempt from any and all Job Evaluation Manual Procedures and Rating manuals for the Job Evaluation and Wage Administration.
- (4) It is understood that Interns shall not be used to circumvent the posting procedures of the Collective Agreement.
- (5) It is not the intent of the Employer to use Interns as a means by which to reduce regular full-time staff complement.

- (6) An intern is an Employee with the City, occupying a full-time student position, during their regular school, college or university enrollment, or in a student employment program, during their regular school, college or university session or vacation period or occupying a “co-operative education position” under a co-operative education program. A Student employed as an Intern may be employed by the City in that capacity for a period of not more than 18 months cumulatively. The 18 months may be extended by mutual agreement between the Parties and will not be unreasonably denied.
- (7) Overtime that is scheduled and/or overtime resulting from a call-out shall only be offered to Interns when no other qualified regular Employees are available in the division in which the overtime is available.
- (8) Interns shall not be entitled to shift premiums.
- (9) Local 1041 recognizes that Interns shall not be classed as regular Employees and shall not attain seniority, shall not be eligible for benefits, and further, time spent in the service of the City as an Intern shall not count towards a probationary period or accumulated aggregate service.
- (10) No Intern shall be retained in work, or be hired to work, within any Local 1041 bargaining unit position until any Employees laid off from any Local 1041 bargaining unit have been recalled or otherwise offered employment, provided they have sufficient ability and qualifications to perform the work required.
- (11) The parties agree to meet to discuss any labour relations or operational disputes or issues arising out of the application of this Memorandum.

**APPENDIX “A”**

**Intern Wage Rate**

Year of Employment	Percentage Entitlement
1st Year	55% of end rate of wage grid
2nd Year	60% of end rate of wage grid
3rd Year	65% of end rate of wage grid
4th Year and above	70% of end rate of wage grid

**LETTER OF UNDERSTANDING – BARGAINING UNIT REVIEW COMMITTEE (BURC)**

**CRITERIA FOR INCLUSION AND EXCLUSION OF POSITIONS**

1. The parties agree that the following criteria are relevant:
  - The power to hire and fire.
  - The power to promote, demote and transfer.
  - The power to grant wage increases.

- The power to discipline and enforce rules and regulations.
- The power to grant or effectively recommend time off or assign overtime.
- Participation on behalf of management in the grievance procedure.
- Participation in management-only meetings, budget submissions, operational reviews or the determination of operation service levels or staffing levels.
- Participation in performance evaluations.
- The ability to provide effective recommendations with respect to any of the above,
- Article 1.1 of the parties' collective agreement and specifically the reference to "front-line supervisors".
- Who reports to the individual and to whom they report.
- Having received management or leadership training.
- The "trappings" of management (for example, an office or perq) which distinguish managers from Employees.
- Regular, material and consistent exposure to labour relations information.\*

The weight to be given to the various criteria will depend on the context.

*\* Exposure to any confidential labour relations information is potentially relevant but the amount of weight given will depend on the potential for conflict, for divided loyalties, or for a negative impact on the Employer's ability to pursue its labour relations agenda.*

Note: A position's historical inclusion in, or exclusion from, the bargaining unit is not a criterion, but it is information that can provide context for the duties and responsibilities to be weighed against the agreed criteria.

2. The parties will forthwith create and maintain a Bargaining Unit Review Committee ("BURC") comprised of two representatives of the Union and two representatives of the City.
3. The BURC shall meet on a monthly basis during its first year (2019) and hereafter with such frequency as the parties may agree to review and consider the following:
  - (a) Any new excluded position created by the City which the Union refers to the BURC; and
  - (b) Any current positions which the Union submits warrant a change from excluded to included or the City submits warrant a change from included to excluded.
4. A position reviewed can be limited to one or some of the positions within a classification or can involve all of the positions within the classification. The determination of the BURC shall be made with respect to the position(s) in

question, without regard to the duties and responsibilities of positions not in question (even if those positions have the same title or are in the same classification).

5. A quorum of the BURC shall be at least one member appointed by each of the parties.
6. If the BURC cannot agree on whether a position is properly included or excluded from the bargaining unit, either party may refer the matter to mediation/arbitration through the process outlined below.

### **BARGAINING UNIT REVIEW COMMITTEE PROCESS**

7. With Respect to whether positions referred to the BURC are excluded from or included in the bargaining unit, the BURC will consider and have regard only to such criteria as were either agreed or determined pursuant to paragraph 1 above. For clarity, not all criteria have to exist to result in an inclusion in or exclusion from the bargaining unit.
8. In order to encourage full, frank, and open discussion and debate in the BURC process, discussions, views expressed or positions taken will be on a without prejudice or precedent basis to the position of either party in the event the inclusion or exclusion of a position at issue is not resolved by agreement at the BURC and is referred to the dispute resolution process set out below.
9. Agreements of the parties at the BURC concerning the inclusion or exclusion of a position will be reduced to writing and will be binding on the parties and the position will be included or excluded from the bargaining unit as agreed by the BURC.
10. In the event that either the Union or the City allege that a substantial and material change has occurred to any position previously agreed to be excluded or included, it may request a review of that position.
11. Members of the BURC may consult with their principals or counsel at any time.
12. The BURC may develop further items of reference by mutual agreement as it evolves.

### **PROVISION OF INFORMATION**

13. In order to allow for full consideration of the issues, the City will provide the Union with the following information:
  - (a) Upon request, any job description(s) and/or job posting(s) of current

positions of the Employer below the rank of manager and not covered by a collective agreement;

- (b) For existing positions, should a member of the BURC request that the BURC interview an incumbent or more than one incumbent to better understand the duties of the job, that shall be arranged; and
- (c) The Union members of the BURC may request further information regarding any position under review.

### **NOTICE TO AFFECTED EMPLOYEES**

- 14. In the event the BURC determines that a position with an incumbent or more than one incumbent shall change from being included in the Union's bargaining unit to becoming non-union, that decision shall be conveyed to the incumbent(s) in writing and the incumbent(s) shall be given thirty (30) calendar days' notice of the change. During that thirty (30) days, the incumbent(s) shall have the opportunity to provide further information to the BURC if they disagree with the change and the notice shall advise them of their right to provide such further information.

### **DISPUTE RESOLUTION PROCESS**

- 15. If there is no agreement by the BURC concerning the inclusion or exclusion of a position under review, the members of the BURC may mutually agree to engage in a mediation process with a mutually agreed upon mediator to review the parties' respective positions and attempt to reach agreement with the assistance of the mediator. This can involve one position or more than one position. If the mediation is unsuccessful in whole or in part, the matter can be referred to arbitration as set out below.
- 16. Should the parties wish to arbitrate the inclusion/exclusion issue, they shall mutually agree upon an arbitrator and agree that the arbitrator has jurisdiction and shall decide whether or not the position should be included in the Union's bargaining unit by sole reference to the criteria agreed or determined in paragraph 1. In making that decision, the arbitrator is free to determine what weight to give each criterion and/or how many criteria need to be present to exclude or include a position.
- 17. The arbitrator may, but is not required to, at her or his discretion, hear such oral evidence as either party may seek to present, subject to ensuring the parties are provided with a full and fair opportunity to present their case for the inclusion or exclusion of the position in or from the bargaining unit.
- 18. The determination of the arbitrator shall be made in respect of the position(s) in

question, without regard to the duties and responsibilities of positions not in question (even if those positions have the same title or are in the same classification).

19. The decision of the arbitrator is binding on the Union and the City.
20. At least one (1) week before the scheduled mediation or arbitration, the parties will exchange written briefs with respect to the position(s) at issue, which shall include any document upon which the party intends to rely in the mediation or arbitration and a concise statement of fact and law with respect to the party's position concerning the position(s) in issue. Such brief shall be no longer than twenty (20) pages.

### **AMBIT OF THIS MEMORANDUM OF AGREEMENT**

21. This Memorandum of Agreement is limited in application to disputes over whether a non-union position should be placed into the Union's bargaining unit or whether a position in the Union's bargaining unit should be non-union.

### **GRIEVANCES**

22. The parties agree that unless and until this agreement is terminated, neither party will file any grievance or any application with the Ontario Labour Relations Board regarding the inclusion or exclusion of any of the positions that fall within the ambit of this agreement as described in paragraph 21.



## **APPENDIX "A" – GROUP LIFE INSURANCE**

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

Optional life insurance will be offered at a benefit equal to one half (1/2) times the annual basic earnings of the Employee rounded to the nearest one thousand dollars.

## **APPENDIX "B" – INCOME PROTECTION PLAN**

This Plan is comprised of two parts:

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

### **NOTE:**

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

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

## 1. INTRODUCTION TO INCOME PROTECTION PLAN

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

- (a) the Employee returns to work; or
- (b) the Employee retires, either at the normal retirement age or opts to retire early; or
- (c) the Employee exhausts 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.

**Medical Physician:** Medical physician certified by the college of physicians and surgeons of Ontario/Provincial or out of Province/Country equivalent.

**Short Term Disability:** This is defined as a period of disability resulting from non-occupational illness/injury as determined by a medical physician, 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 non-occupational illness/injury as determined by a medical physician, which prevents an Employee from attending work and which extends for a period of

more than twenty-six (26) weeks.

**Pay:**

For purposes of this Plan, a week's pay for hourly paid Employees shall be the basic hours worked per week multiplied by the Employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime, or other increments. It is understood that the weekly amount payable under this plan will at least match the income benefits EI would pay based on the Employee's insurable earnings.

**SHORT TERM INCOME PROTECTION PLAN**

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

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

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

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

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

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

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

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

(e) Employees who have completed five years of service shall have six (6) weeks entitlement to short-term income protection at 100% of

pay and 20 weeks at 66 2/3% pay;

- (f) Employees who have completed six years of service shall have seven (7) weeks entitlement to short-term income protection at 100% of pay and 19 weeks at 66 2/3% pay
- (g) Employees who have completed twenty-five years of service or more shall have twenty-six (26) weeks entitlement to short-term income protection at 100% of pay;
- (iii) Absences extending for a time frame beyond that for which accrued 100% weeks are available are covered at 66 2/3% of pay.
- (iv) Employees who currently have a higher number of week's 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 % week's entitlement they have within 30 days of ratification.
- (v) An Employee who is not present at work on becoming eligible for additional weeks shall have their entitlement increased following their return to work.
- (vi) Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to non-occupational illness/injury will constitute an occasion:
  - (a) from the first day of absence for the first three occasions of absence in a calendar year, and
  - (b) from the second day of the fourth absence in the calendar year, and
  - (c) from the third day of the fifth absence in the calendar year, and
  - (d) from the fourth day of the sixth and subsequent absences in a calendar year.
- (vii) On consent of the Employer, Employees may be given an opportunity to utilize existing lieu time or vacation credits, to replace the unpaid days as provided above in (ii), (iii) or (iv). Where the absence is supported with a medical certificate such consent will not be unreasonably withheld.
- (viii) When an Employee can demonstrate to the Employer that they can only attend their medical 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 medical 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.

- (ix) An Employee shall be provided up to two one-half (1/2) day absences for doctor appointments in any calendar year. Each of these one-half (1/2) day absences shall not constitute an occasion for the purpose of this plan.
4. (i) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.
- (a) Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months.
  - (b) A disability due to a different cause will be considered a new period after a return to active employment for one month.
5. (i) No benefits will be payable during a period of pregnancy leave of absence to which an Employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the Employee has applied and been approved by the Employer.
- (ii) Short term disability payments will be offset by any disability benefits payable to the Employee from the Canada Pension Plan.
  - (iii) The Employer will continue to pay benefits costs including Dental, Extended Health Care, Dental Care, Life Insurance, and any other applicable benefits negotiated as long as the Employee remains qualified to receive STD or LTD benefits (refer to Article 8.5). Where required, payroll deductions for pension purposes will continue to be made from disability pay.

## **REGULATIONS**

6. (i) An Employee shall, on the first day of non-occupational illness/injury, report or cause to report such non-occupational illness/injury to their Department Head or Supervisor.
- (ii) An Employee who fails to report on the first day that they are absent from work due to non-occupational illness/injury shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary

action up to and including termination.

- (iii) Upon receiving notice of an Employee's non-occupational illness/injury, the Department Head or Supervisor shall, on the same day, report such non-occupational illness/injury following the "Absence Reporting Process".
- (iv) An Employee whose illness/non-occupational injury extends to the fourth (4<sup>th</sup>) working day shall, on or before the fourth (4<sup>th</sup>) working day, obtain a Doctor's note from a qualified medical practitioner. Such note shall be submitted to Return to Work Services electronically before returning 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 the date(s) of assessment by the doctor, the dates of expected absence and the anticipated return to work date.

An Employee, whose illness is of the nature that it is reasonable to expect that this absence will extend to the eighth (8<sup>th</sup>) working day, will not be required to provide a Doctor's note but instead be required to provide a claim form in accordance with (v) below.

- (v) An Employee whose non-occupational illness/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/Work Accommodation Services. The cost for completion of the form shall be the responsibility of the Employee, subject to the following:
  - (a) Claim Forms must be submitted within five (5) days of the requirement set out in (v) above.
  - (b) 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
  - (c) 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.
- (vi) Where the Department Head or Supervisor has reason to believe that absence of the Employee was not due to non-occupational illness/injury,

the Department head may demand a claim form for one day of absence which shall be provided to Return to Work/Work Accommodation Services.

- (vii) An Employee whose non-occupational illness/injury extends to fifteen (15) consecutive working days shall, on the fifteenth (15th) day and for every subsequent fifteen (15) working days, file a claim form with Return to Work/Work Accommodation Services.
  - (viii) An Employee failing to file a claim form or Doctor's note 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.
7. The Head of a Department is responsible for reporting to Human Resources all cases of non-occupational illness/injury, periods of layoff, termination of service, and absenteeism relative to administration of the Income Protection Plan.
8. Human Resources
- (a) shall keep a record of all sick leave and accumulated credits and
  - (b) shall notify those responsible for Department payrolls, when an Employee is not, or has ceased to be eligible for sick leave benefits.
9. On retirement or death of an Employee 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**

### **10. ELIGIBILITY**

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

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

Coverage will become effective on the Employee's date of eligibility, provided the Employee is actively at work on a full-time basis. If an Employee is not actively at work on the date insurance would normally commence, coverage will begin when the Employee returns to work full-time for full pay.

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

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

### **13. MONTHLY BENEFIT**

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

- (i) Sick Pay or vacation pay from the City\Region
- (ii) Any other group insurance disability benefits arranged through the Employer or any professional association.
- (iii) Retirement benefits from the City, or a governmental plan
- (iv) Governmental disability benefits
- (v) Canada or Quebec Pension Plan benefits (excluding benefits for dependents and automatic adjustment due to Cost of Living Index while receiving benefit).

14. **COMMENCEMENT OF BENEFITS**

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

15. **BENEFIT PERIOD**

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

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

16. **DEFINITION OF TOTAL DISABILITY**

- (i) Total disability means that the Employee is unable, because of sickness or accident, to perform the duties of their 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 the Employee is reasonably fitted by training, education or experience will constitute total disability. It is specifically understood that LTD benefits are not payable in respect of any illness for which WSIB are payable.

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

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

**RECURRENT DISABILITIES**

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

- (b) 6 months if receiving the disability benefits.

17. **REHABILITATIVE EMPLOYMENT**

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

An Employee's income from all sources during this period of rehabilitative employment must not exceed 90% of their basic wages from their normal occupation immediately prior to their total disability.

18. **WAIVER OF PREMIUM**

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

19. **TERMINATION OF EMPLOYMENT**

An Employee's Long Term Disability benefit terminates when the Employee terminate their employment. If the Employee is disabled at the time of termination they may still be eligible for Long Term Disability benefits in accordance with the provisions of the Plan.

20. **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 layoff 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.

21. **COST OF THE PLAN**

The premiums will be paid in full by the City.

22. **TAXABILITY OF BENEFITS**

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

23. **CLAIMS**

To make a Long Term Disability claim, an Employee must obtain a claim form from Return to Work/Work Accommodation Services, have a medical physician

complete the form and return it to Return to Work/Work Accommodation Services.

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

**NOTES:**

**24. SICK LEAVE CREDITS**

- (a) Sick leave credits presently accrued to existing permanent Employees shall be frozen as of the end of the month prior to the implementation of the I.P.P. and no further credits will be granted. The term "frozen" shall mean the number of days standing to the Employee's credit as of the date of the commencement of the Plan. The value will be that in effect on the date utilized.
- (b) The terms of the existing Cumulative Sick Leave Allowances Plan shall remain in effect, except as modified by this Plan.
- (c) An Employee may use any or all of their sick leave credits at current value to supplement benefits of the Short Term I.P.P.
- (d) An Employee may elect to supplement a Workers' Compensation Board award up to 100% of regular earnings.
- (e) The number of credits to be deducted from the Cumulative Sick Leave Allowances balance shall be pro-rated equal to the ratio of supplementary payments to regular earnings.

**APPENDIX “C” – SUMMARY OF BENEFITS**

**CITY OF HAMILTON**

**FRONTLINE SUPERVISORS**

**GROUP CONTRACT NUMBER: 2672B**

**EFFECTIVE DATE: REFER TO MASTER CONTRACT**

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

**IMPORTANT INFORMATION:**

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

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

**Manulife Plan Member Call Centre at 1-800-268-6195**  
**Group Benefits Secure Site – [www.manulife.ca/groupbenefits](http://www.manulife.ca/groupbenefits)**

## SUMMARY OF BENEFITS

### Benefits Underwritten by Manulife Financial

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

Deductible – Nil.

100% reimbursement of eligible charges.

#### **Prescription Drugs**

Deductible – Nil.

100% reimbursement of eligible charges limited to the amount shown in the drug price listing and the allowable markup as determined by the Benefits Provider.

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

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

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

Maximum amount allowable - \$1000 per person per calendar year.

**b) Registered Massage Therapist:**

Per treatment - up to \$40

Maximum number of treatments - 12 per person per calendar year.

**c) Speech Pathologist:**

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

**d) Chiropractor:**

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

#### **Hearing Aids**

Deductible – Nil.

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

#### **Vision**

Deductible – Nil.

100% reimbursement up to a maximum of \$450 (inclusive of an eye exam) per 24 consecutive months.

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

### **Out of Province Coverage**

100% reimbursement of eligible charges.

**EHB Overall Lifetime Maximum – unlimited.**

### **DENTAL BENEFITS**

#### **Deductible:**

Nil.

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

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

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

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

#### **Maximums:**

Procedures A – I – Unlimited

Procedures J – L - \$1,500 per person per 12 consecutive months.

Procedure M Lifetime Maximum - \$2,500 per dependent child.



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

### **Predetermination of Dental Benefits**

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

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

#### **Note:**

A calendar year is January 1 to December 31.

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

### **Eligible Dependents**

Dependents (if applicable) include:

- a) the legally married spouse of the Employee, or a person of either sex who has continuously cohabited with the Employee for a period of at least one year in a common-law relationship; or
- b) the natural, legally adopted, step child of the Employee or Spouse who is unmarried, not employed on a full-time basis and is not eligible for coverage as an Employee under this or other Group, dependent on the Employee or Spouse for financial support, and who is:
  - i) less than 21 years of age, or;
  - ii) 21 years of age but less than 25 years of age if enrolled and in full-time attendance at an accredited college, university or other institute of higher learning.

An Employee's Spouse or Child must be covered under the Provincial Plan.

Coverage for an unmarried Dependent Child who is incapable of self support due to mental or physical handicap on the date they reach the age when they would otherwise cease to be an eligible Dependent shall continue beyond the limiting age stated above, provided that satisfactory proof is given to Manulife Financial:

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

### **Termination of Benefits**

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

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

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

the termination date of the Group Agreement.

### **Extension of Benefits**

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

the date the Group Agreement terminates;

the date total disability ceases;

the 90th day following termination of coverage; or

the date you or your dependent become eligible for coverage under any other Group Policy.

### **Claiming Benefits**

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

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

## **Direct Claims Submission**

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

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

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

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

## **Coordination of Benefits**

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

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

## **Conversion**

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

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

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

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

### **General Information**

No medical examination is required.

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

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

### **Benefits**

1. **DRUGS** – Mandatory Generic drugs, medicines and injected allergy sera, and insulin (needles, syringes and chemical testing agents for use by diabetics) purchased on the prescription of a licenced physician or dentist and which are listed in the Manulife Financial Formulary Three. All prescribed and over the counter Smoking cessation aids are limited to \$300 per person, per calendar year. Also covered are drugs in the following categories: Anti Anginal agents, Anti Cholinergic, Anti Parkinsonian agents, Any Arrhythmic Thereapy, Anzymatic Zonulolytic, Hypercholesterolemia Therapy, Oral Fibrinolytic, Parasympathomimetic, Potassium Replacement Therapy, Topical Enzymatic Debriding agents, Bronchodilator, Hyperthyrodism, T.B. Thereapy, Fluoride, Benefits are not payable for vitamins , vitamin/mineral preparations, anti-obesity treatments, charges made for the administration of serums, vaccines or injectable drugs, general public (G.P.) products, or drugs not approved for legal sale to the general public in Canada.

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

2. **PRIVATE NURSING:** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN) up to an annual maximum of \$25,000 per covered person; when such services are provided in the home or hospital by a Registered Nurse who is registered in the jurisdiction in which the

services are performed and is not a relative of the patient, an Employee of the hospital, nor lives in the home of the covered person. RN services must be certified medically necessary by the attending physician. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

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

3. **PHYSIOTHERAPY:** Services of a licensed physiotherapist who is not normally a resident in your home up to an annual maximum of \$1,500. Initial assessments are not covered.
4. **ACCIDENTAL DENTAL:** Dental care to repair or replace natural teeth as a result of a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Treatment must begin within 90 days of the accident, and must be completed within three years. Manulife Financial must be notified immediately. Payment will be based on the monetary rates shown in the Ontario Dental Association Fee Guide for General Practitioners in effect at the time of treatment. Where the patient is less than 18 years of age at the time of the accident, treatment must be completed prior to attainment of age 19. The replacement of natural teeth is subject to a limit of \$500 per accident.
5. **PROSTHETIC APPLIANCES:** Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye; splints; trusses; casts; cervical collars; braces (excluding dental braces); internal catheters; urinary kits; external breast prostheses (following mastectomies); 2 pairs of surgical brassieres following a mastectomy; surgical stockings for relief and control of varicose veins or following surgery on the legs; wigs (following chemotherapy, to a lifetime maximum of \$70); ostomy supplies (where a surgical stoma exists); lancets; corrective prosthetic lenses and frames (once only for purposes who lack an organic lens or after cataract surgery); custom-made orthopedic boots or shoes or adjustments to a stock item footwear, custom molded foot orthoses (orthotics), up to a combined maximum of \$500 per Employee or spouse per calendar year, and as required for dependent children. Surgical stockings with a compression factor greater than or equal to 25mmg to a maximum of six (6) pairs per calendar year.
6. **PRIVATE HOSPITAL:** If you are hospitalized in a private hospital payment will be made for room and board charges in excess of those payable by your provincial health plan up to semi-private accommodation.

7. **DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs, CPAP for Employees only
8. **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.
9. **AMBULANCE:** Licensed ground, water and air ambulance services (the difference between the government agency allowance and the customary charge).
10. **HOSPITAL EXPENSES AND SUPPLIES:** Charges for hospital services and supplies obtained from a licensed hospital or a surgical supply company while the person is not confined in the hospital.
11. **PARAMEDICAL SERVICES:** Services of the following registered/certified practitioners up to the maximum shown on the "Summary of Benefits" pages:
  - (a) Clinical Psychologist; Psychiatrist, Psychotherapist, Social Worker: Services of a practitioner that is not a standardly covered Mental Health practitioner but is operating under the supervision of a licensed list of covered MHPs under the specific group will be covered according to the coverage for the supervising practitioner. Expenses will be paid based on Reasonable and Customary charges for the supervising practitioner.
  - (b) Registered Massage Therapists— when the patient's attending physician authorizes in writing that such treatment is necessary;
  - (c) Speech Pathologists – when the patient's attending physician or dentist authorizes in writing that such treatment is necessary;
  - (d) Chiropractors – benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.
12. **VISION:** Payment towards the purchase of new or replacement eyeglasses (frames and/or lenses) or contact lenses for you or an eligible dependent when prescribed by your doctor, ophthalmologist or optometrist as a result of an eye examination. Charges to repair existing frames or lenses are also covered. Refer to your Summary of Benefits for the amount and frequency of payment. Eyeglasses must be purchased and repairs made for your use or the use of a recognized dependent. The certificate of coverage is not transferable. Benefits are not payable for Industrial safety glasses, non-prescription sunglasses, or

charges for expenses covered by the Workers' Compensation Board or any government plan.

- 13. HEARING AIDS:** Payment towards the purchase of a hearing aid for you or an eligible dependent, when prescribed by a physician or hearing specialist. Eligible charges include the cost of repairs and initial batteries. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for ear examinations, tests, replacement batteries or expenses covered by the Workers' Compensation Board or any government plan.
- 14. PSA Testing:** The City is to pay for a PSA test for all members and spouses of members once every twenty-four (24) consecutive months.

### **Limitations**

Extended Health Benefits are not payable for:

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

### **Out of Province Coverage**

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

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

## **Benefits**

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

## **How to Claim Benefits**

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

## **Exclusions**

### **Benefits are not payable for:**

- Services or supplies not listed under Benefits.
- Services or supplies for cosmetic purposes, as determined by Manulife Financial.
- Charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- Charges incurred as a result of self-inflicted injury.
- Charges incurred while committing, or attempting to commit, directly or



indirectly, a criminal act under legislation in the jurisdiction where the act was committed.

- Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.
- Charges for procedures in excess of those stated in the Fee Guide for General -Practitioners, as shown on your Summary of Benefits.
- Services or supplies paid through any other source such as government or any other service.
- Services completed after termination of coverage.

### **Extension of Benefits**

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

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

## APPENDIX “D” – STD CLAIM FORM

### The City of Hamilton CUPE 1041 Claim Form – Income Protection Benefit (Short Term Disability and Functional Form)

**Instructions:**

1. Please complete in full and submit to: **Return to Work Services Fax: 905-546-4174 or Email: [rtws@hamilton.ca](mailto:rtws@hamilton.ca)**
2. Any charge for completing this form is the Employee’s responsibility.
3. The Claim Form must be completed on or before the 8th working day of absence. The Employee will not receive Short Term Disability benefits past the thirteenth (13th) day if the Employer is not in receipt of a Claim Form substantiating their absence.
4. Employees may be required to provide additional medical information where reasonably necessary to determine eligibility for benefits or to evaluate work accommodation alternatives.
5. It is the Employee’s responsibility to follow up to ensure the completed Claim Form is received by Return to Work Services.
6. Part 1 and Part 2 must be completed in full before Short Term Disability benefits can be authorized.

<b>PART 1: EMPLOYEE STATEMENT – TO BE COMPLETED PRIOR TO SUBMITTING TO PHYSICIAN (please print)</b>		
Name:	Department:	Employee No.: Phone:
Occupation/Title:	Personal Email Address:	
Start of Present Absence (day/month/year):	Is This Absence a Result of a Workplace Accident/Incident? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<p><b>Employee Authorization:</b> The above information is accurate to the best of my knowledge. I hereby authorize my physician to release the following and subsequent information to Return to Work Services, Human Resources in respect to my claim for short-term disability benefits. I further agree to the recovery of short-term disability benefits received in the amount of 20% per pay cheque if it is found that the medical and functional information provided does not support an absence from work.</p> <p><b>Employee Signature:</b> _____ <b>Date: (day/month/year)</b> _____</p>		
<b>PART 2: ATTENDING PHYSICIAN'S STATEMENT (please print)</b>		
1. To the best of your knowledge indicate when symptoms first appeared or accident happened (day/month/year):		
2. Is condition due to injury or illness arising out of the patient's employment: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown If Yes, has a WSIB FORM 8 been completed? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. For Hospitalizations please give:		
Date of in-patient admission (day/month/year):	Date of discharge (day/month/year):	
4. Nature of treatment:		
<input type="checkbox"/> Medication – Date Commenced: _____		
<input type="checkbox"/> Counselling – Date Commenced: _____ Referral Date: _____		
<input type="checkbox"/> Surgery – Date Commenced: _____		
<input type="checkbox"/> Physical Rehabilitation – Date Commenced: _____ Referral Date: _____		
If no treatment is indicated, please explain:		
5. Has there been a referral to a Specialist? List name(s) of physician and date referred:		
6. a) Date of first visit during present period of absence from work (day/month/year): b) Date of latest attendance (day/month/year): c) Have you actively supervised this patient's care during the full period of absence? <input type="checkbox"/> No, please provide reasons in remarks area <input type="checkbox"/> Yes, state frequency of visits <input type="checkbox"/> Weekly <input type="checkbox"/> Bi Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (specify)		

d) Next scheduled appointment (day/month/year): \_\_\_\_\_

**Remarks:**

**7. Please identify how you confirmed the current medical condition?**

- |  |  |
|--|--|
| <input type="checkbox"/> Physical Examination    | <input type="checkbox"/> Mini Mental Status Examination  |
| <input type="checkbox"/> Test Results            | <input type="checkbox"/> Validated Questionnaires        |
| <input type="checkbox"/> Counselling Reports     | <input type="checkbox"/> Specialist Consultation Reports |
| <input type="checkbox"/> Other (please specify): |  |

**Any additional Comments:**

**RETURN TO WORK STATUS**

Employee may return to full duties without restrictions/limitations (day/month/year):

**The City of Hamilton has a proactive modified work program. The information provided below will be used to develop a return to work plan for your patient. Even if your patient is totally disabled, please provide current abilities, limitations and restrictions which explains their inability to work in any capacity.**

Employee may return to modified duties (day/month/year): \_\_\_\_\_ (complete tables below)

Employee is unable to return to work in any capacity (complete tables below)

Prognosis for full recovery (day/month/year): \_\_\_\_\_ or

Possible return to modified duties (day/month/year): \_\_\_\_\_

**PHYSICAL ABILITIES – Please indicate the patient’s abilities**

<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 meters <input type="checkbox"/> 100 - 200 meters <input type="checkbox"/> Other (please specify)	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 5 - 30 minutes <input type="checkbox"/> Other (please specify)	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify)	<b>Lifting from Floor to Waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 – 10 kilograms <input type="checkbox"/> Other (please specify)
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 – 10 kilograms <input type="checkbox"/> Other (please specify)	<b>Stair Climbing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 5 – 10 steps <input type="checkbox"/> Other (please specify)	<b>Ladder Climbing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> 1 – 3 steps <input type="checkbox"/> 4 – 6 steps <input type="checkbox"/> Other (please specify)	<b>Kneeling:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> No Ability <input type="checkbox"/> Other (please specify)
<b>Able to Use Public Transit</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>Able to Drive Car?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		

**RESTRICTIONS – Please indicate any physical Restrictions that apply**

<input type="checkbox"/> Bending/twisting/ repetitive movement of (please specify) <input type="checkbox"/> Work at or Above Shoulder Activity	<b>Limited Pushing/Pulling with:</b> <input type="checkbox"/> Left arm <input type="checkbox"/> Right arm <input type="checkbox"/> Other (please specify)	<b>Limited Use of Hands:</b> <table border="0"> <tr> <td><b>Left</b></td> <td></td> <td><b>Right</b></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Grip</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Pinch</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other</td> <td><input type="checkbox"/></td> </tr> </table>	<b>Left</b>		<b>Right</b>	<input type="checkbox"/>	Grip	<input type="checkbox"/>	<input type="checkbox"/>	Pinch	<input type="checkbox"/>	<input type="checkbox"/>	Other	<input type="checkbox"/>	<b>Exposure to Vibration:</b> <input type="checkbox"/> Whole Body <input type="checkbox"/> Hand/Arm <input type="checkbox"/> Other (please specify)
<b>Left</b>		<b>Right</b>													
<input type="checkbox"/>	Grip	<input type="checkbox"/>													
<input type="checkbox"/>	Pinch	<input type="checkbox"/>													
<input type="checkbox"/>	Other	<input type="checkbox"/>													
<input type="checkbox"/> Operating motorized equipment (e.g., company vans, maintenance equipment, other)	<input type="checkbox"/> Potential Side Effects from Medications (please specify)	<input type="checkbox"/> Chemical Exposure to (please specify)													

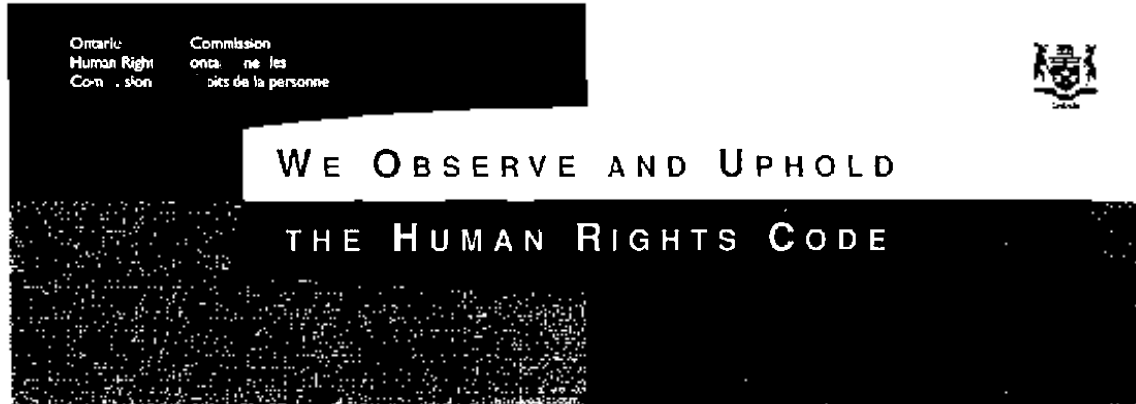
**Any additional comments:**

**COGNITIVE ABILITIES – Please indicate the patient’s abilities**

<b>Supervision of Others:</b> <input type="checkbox"/> No restrictions	<b>Tolerance of Deadlines:</b> <input type="checkbox"/> No restrictions	<b>Attention to Detail:</b> <input type="checkbox"/> No restrictions	<b>Task Responsibility and Independence:</b>
---	--	---	--

<input type="checkbox"/> Unable to supervise	<input type="checkbox"/> Can deal with strict deadlines <input type="checkbox"/> Can deal with recurring deadlines <input type="checkbox"/> Can deal with occasional deadlines <input type="checkbox"/> Cannot deal with deadlines	<input type="checkbox"/> Can concentrate on detail with occasional breaks of non-detail work <input type="checkbox"/> Concentration on detail slightly limited <input type="checkbox"/> Concentration on detail severely limited	<input type="checkbox"/> No restrictions <input type="checkbox"/> Require allowance to leave work and access a quiet area as needed <input type="checkbox"/> Must work with a partner or be restricted to job shadowing <input type="checkbox"/> Unable to take primary responsibility for completing tasks
Ability to Cope with Confrontational Situations: <input type="checkbox"/> No Restrictions <input type="checkbox"/> Moderate ability to cope with confrontational situations <input type="checkbox"/> Unable to cope with confrontational situations	Performance of Multiple Tasks: <input type="checkbox"/> No Restrictions <input type="checkbox"/> Can handle multiple tasks but may require additional time <input type="checkbox"/> Can handle more than one task, but a limited number only <input type="checkbox"/> Can deal with only one task at a time	Memory: <input type="checkbox"/> No Restrictions <input type="checkbox"/> Has basic memory ability (i.e., can recall information that is applied to work tasks on a regular basis without rigid time constraints) <input type="checkbox"/> Poor memory recall of information	Cognitive Demands (select all that apply) <input type="checkbox"/> Capable of analytical thinking <input type="checkbox"/> Capable of making sound judgment <input type="checkbox"/> Able to take initiative <input type="checkbox"/> Able to problem solve and make decisions <input type="checkbox"/> Able to attain precise limits/standards
<b>Any additional comments:</b>			
<b>ATTENDING PHYSICIAN'S INFORMATION</b>			
Name of Attending Physician (please print):		Specialty:	
Phone No.:		Fax No.:	
Address (Number, Street, city, province, postal code):			
Physician Signature:		Date of Examination (day/month/year):	

## APPENDIX "E" – HUMAN RIGHTS CODE



### OUR COMMITMENT TO HUMAN RIGHTS

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

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

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

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

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

ONTARIO HUMAN RIGHTS COMMISSION  
180 DUNDAS STREET WEST, 7<sup>TH</sup> FLOOR  
TORONTO, ON M7A 2R8

FOR MORE INFORMATION, CALL IN CONFIDENCE  
1-800-387-4260  
TTY: 1-800-388-5561  
WWW.OHRC.ON.CA

## **APPENDIX “F” – CUPE 1041 JOB EVALUATION MANUAL OF PROCEDURES**

### **Introduction**

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

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

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

### **Purpose**

The purpose of this Manual is to:

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

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

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

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

The Plan uses 14 factors to measure jobs. Each factor has several levels to reflect the diversity of the City’s C.U.P.E. 1041 jobs. In addition, some factors have two dimensions (breadth and depth) so that in total, the plan measures 22 different aspects of each job. Applying the factors to a job results in a rating which is the evaluation of the job’s worth or value. Jobs of similar worth or value are grouped together into salary levels so that similar jobs are paid similarly.

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

The following principles apply to job evaluation:

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

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

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

### **Documenting and Evaluating Jobs**

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

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

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

## Creating a New Job

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

New jobs are approved in accordance with the following authorities:

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

### 2. Document the New Job

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

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

### 3. Submit Job Information to Human Resources

The Manager or Supervisor submits the completed and signed off C.U.P.E. 1041 Job Information Synopsis form along with a job description to the Compensation Specialist responsible for the department. Compensation Specialists are available to assist in the preparation of job descriptions. Job descriptions are retained on job files held in Human Resources.

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

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



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

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

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

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

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

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

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

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

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

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

#### **2. Submit Job Information to Human Resources**

The incumbent submits a completed Request to Evaluate Changes in an Existing Job Form, a completed JAQ and a revised job description. It is important to submit a revised job description so that it is accurate and up-to-date. The Supervisor or

Manager submits the forms to the Director and General Manager for sign off. Signing the Request to Evaluate Changes in an Existing Job Form and the JAQ indicates full agreement with the information contained in these documents.

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

### 3. Assign an Evaluation to the Job

The Compensation Specialist reviews the Request to Evaluate Changes in an Existing Job Form, job description, Job Analysis Questionnaire and other job documents provided. Using those documents, the Compensation Specialist conducts an assessment of the changes in the job and the impact those changes have on the evaluation and classification of the job.

The Compensation Specialist may also request a site inspection or interviews with incumbents, Supervisors or Managers.

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

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

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

### **Requesting Reconsideration**

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

1. The incumbent(s) or Managers/Supervisors who disagrees with the rating for the job can submit a completed Request for Reconsideration form within thirty (30) calendar days of receipt of the rating.
2. The Request for Reconsideration will be reviewed and signed off by the immediate supervisor, Director and General Manager indicating full agreement

with the contents of the documentation.

3. The completed form is submitted to the appropriate Compensation Specialist who is responsible for the department.
4. The C.U.P.E. 1041 Reconsideration Committee consists of two Management and two union representatives.

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

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

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

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

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

a decision on the appeal, the following procedure shall apply:

- The Employer shall install the proposed description and rating for the job and, in accordance with the Article titled 'Evaluating Changes in a Job', the salary grade to which the job is assigned.
- The Compensation Specialist shall provide the Union with a copy of the installed job description and rating.
- The matter shall be referred to a sole Arbitrator by either party within thirty (30) calendar days.
- All relevant job evaluation documentation shall be available for presentation as evidence at the arbitration hearing.

### **Salary Administration**

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

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

### **Retroactive Payments**

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

### **Salary Protection**

If changes in the job content result in a lower evaluation and salary grade for a job, the incumbent(s) will be "Salary Protected" at the Employee's current hourly rate. This

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

### **Market Rates**

In response to market conditions or other factors such as "hot skills", the Employer may establish a job rate that is different from that established through the job evaluation plan. Such rates must be substantiated by difficulty recruiting Employees, difficulty retaining staff or a skill shortage of a particular skill set in the local market and/or employment market research. Market rates will be reviewed annually to ensure they continue to be justified.

### **Pending Retirement**

If an Employee is within five (5) years of eligibility for an unreduced pension, the Employee would be entitled to either the salary protection provisions at their current hourly rate or for such longer period that the Employee would need to ensure no negative impact on their best five (5) years of income for pension eligibility. Employees should notify their Compensation Specialist to ensure that the Employee meets eligibility for an unreduced pension. These Employees may continue to be salary protected to minimize the financial impact on their pension income if within five (5) years of eligibility for an unreduced pension.

### **Definitions**

Benchmark Jobs	Key jobs that are representative of jobs in the classifications covered by the plan. Benchmark jobs are used as the basis for external comparisons and for maintaining internal equity amongst jobs.
Collective Agreement	The Collective Agreement currently in effect between the Employer and the Union
C.U.P.E. Reconsideration Committee	Two Management and two Unionized representatives representing the C.U.P.E. Reconsideration Committee will make final and binding decisions on Requests For Reconsideration
Factors	The major criteria in the Job Evaluation Plan that are used to measure the value of jobs. The factors measure accountabilities, competencies, physical and environmental demands.
Incumbent	The person holding a job.

<b>Job</b>	A group or range of duties or tasks assigned to and performed by the incumbent(s).
<b>Job Analysis</b>	The process of analyzing a specific job to identify the tasks and duties required to perform the job and the required knowledge, responsibility, effort and working conditions involved in the performance of that job. Job analysis is done by gathering information about the job through questionnaires, job descriptions, observation, and study.
<b>Compensation Specialist</b>	A position in the Human Resources Division held by individuals trained in job evaluation and compensation administration.
<b>Job Description</b>	A written statement of the primary function of a job along with its major duties and responsibilities. Job descriptions do not necessarily describe all the work requirements and tasks in a job. Job descriptions may be used for evaluation purposes.
<b>Job Documents</b>	All documents and documentation relating to a job that are created in the job analysis process, including Job Analysis Questionnaires, Job Information Synopsis Forms, job site reviews, job descriptions and interviews.
<b>Job Evaluation</b>	The process of applying the Job Evaluation Plan to a documented job so as to assess the relative worth of the job. Jobs are assessed on twenty-two distinct components or factors which consider both accountabilities (outputs) and competencies (inputs). The result of job evaluation is to assign a salary level to the job by placing it within the City's 1041 Salary Schedule. Job evaluation focuses on current job content, not Employee performance or anticipated changes in job duties. The C.U.P.E. 1041 Salary Schedule is available on the global network as s:/Human Resources/Org/Org/Salary Schedules/1041(current file).
<b>Job Evaluation Plan</b>	The Job Evaluation Plan is a measurement tool applied to all Union jobs to assess a job's value.
<b>Job Rating</b>	The selected degree levels established for each factor in accordance with the Rating Plan which becomes the official rating for the job.
<b>Reclassification</b>	Where changes in skill, effort, working conditions or responsibility result in a change in rating. The Employee in the position is moved to a different salary level with compensation adjusted accordingly.

Salary Classification	The salary classification as per the 1041 Salary Schedule.
Salary Protection	Maintaining an Employee's salary for a period of time when the position the Employee holds is rated lower.
Task	An activity undertaken in order to complete a specific duty, defining how a duty is done.

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

Dated at Hamilton, Ontario this 2<sup>nd</sup> day of December, 2024

For: THE CITY OF  
HAMILTON

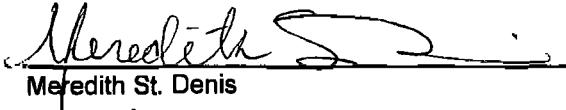
For: THE CANADIAN UNION  
OF PUBLIC EMPLOYEES  
And Its' LOCAL 1041



Yakov Sluchenkov



Jeff Dunford



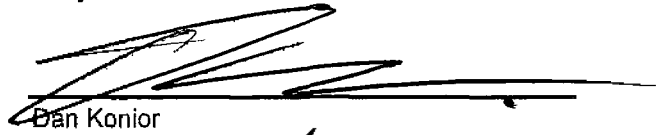
Meredith St. Denis

N/A

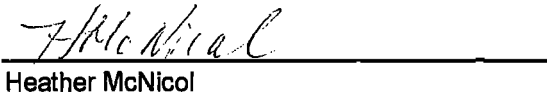
Tony Johnson



Joe Gurr



Dan Konior



Heather McNicol

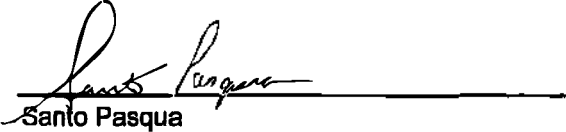


Helen Brown

Vanessa Di Pietro




Mike Newell



Santo Pasqua



Cindy Heuck



Robyn Pollard



Greg Martin



Jason Fox

No Longer in Hamilton

Terrance Birmingham



Janine Gaunt



T. Sadonoja