

**COLLECTIVE BARGAINING  
AGREEMENT BETWEEN  
THE CITY OF  
HAMILTON AND  
AND  
THE  
INTERNATIONAL  
UNION OF OPERATING ENGINEERS, LOCAL  
772  
A.F.L. – C.I.O.,  
C.L.C.**

**January 1, 2019 to December 31, 2022**

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## **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT signed in triplicate this            day of            , 2020.

BETWEEN

### **THE CITY OF HAMILTON,**

(Hereinafter called the "Employer")

of the First Part

and

### **THE INTERNATIONAL UNION OF OPERATING ENGINEERS. LOCAL 772, A F.L. - C.I.O. C.L.C.**

(Hereinafter called the "Union")

of the Second Part

**WHEREAS** the parties hereto have agreed to enter into these presents for the purpose of effectively defining the duties, privileges, working conditions, remuneration and other benefits respecting Local 772 employees of the Employer, including all of the employees of the Employer who are employed, from time to time, in the classifications set forth in Schedule "A" attached hereto.

### **NOW THEREFORE THIS AGREEMENT WITNESSETH**

#### **1. SCOPE**

- 1.1 The provisions of this Agreement shall apply to all employees employed in job classifications set forth in Schedule "A" attached hereto and forming part of this Agreement and for purposes of clarity the rates of pay set forth in the said Schedule "A" in respect of the job classifications described therein shall apply, during the term of this Agreement, to all employees employed in the said classifications.
- 1.2 The parties have agreed upon a Job Evaluation Manual of Procedures which shall be supplemental to, and form part of the current Collective Agreement.
- 1.3 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 arbitration provisions set forth in this Agreement.
- 1.4 The provisions of this Agreement shall not apply to an employee holding any of the following confidential or supervisory positions:

Foremen/women; Assistant Foremen/women; Principal Stationary Engineer; Assistant Chief Stationary Engineer; Unit Supervisor, Professional Engineer, Supervisors, Superintendents, Chief Stationary Engineer and Chief Engineer.

The provisions of this Agreement shall not apply to an employee hired under Federal, Provincial, or other subsidized "Make Work" programs. Local 772 employees shall not be displaced by virtue of the hiring of such employees for such programs.

- 1.5 No student shall be employed within the bargaining unit while any member of the bargaining unit is on lay-off and is qualified to perform the work available.

## **2. EMPLOYER RESPONSIBILITY**

In accordance with the Labour Relations Act, as amended, and The Ontario Human Rights Code, as amended, the Employer accepts the following responsibilities:

- 2.1 The Employer recognizes the Union as the Exclusive Bargaining Agent for all employees coming within the scope of this Agreement. In this Agreement the word "employee" means a person hired by the Employer for either permanent or temporary service for a position which is set out in Schedule "A".
- 2.2 The Employer agrees not to interfere with the rights of its employees designated within the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any of its representatives against any employees because of Union Membership.
- 2.3 The Employer agrees that during the term of this Agreement, there shall be no lockout of employees.
- 2.4 The Employer agrees that there shall be no discrimination against any person in the employing or continuing to employ, because of race, creed, colour, nationality, ancestry, or place of origin of any person.
- 2.5 The Employer recognizes and accepts the provisions of this Agreement as binding upon itself, and upon each of its duly authorized representatives, and pledges that it and each of its duly authorized representatives will observe the

provisions of this Agreement.

### **3. UNION RESPONSIBILITY**

In accordance with the Labour Relations Act, as amended, and The Ontario Human Rights Code, as amended, the Union accepts the following responsibilities:

- 3.1 The Union agrees that it will not intimidate or coerce employees into membership in the Union.
- 3.2 The Union agrees that membership solicitation and other Union activity not pertaining to this Agreement, will not take place during working hours or on the premises of the Employer or on any work project the Employer may be engaged in.
- 3.3 The Union agrees that during the term of this Agreement, there shall be no strike, suspension or slow down of work, picketing or any other interference with the operation of Employer's business, and to this end the Union will take affirmative action to prevent an employee from engaging in any such activity.
- 3.4 The Union agrees that it will not discriminate against any member or person employed by the Employer because of race, creed, colour, nationality, ancestry or place of origin.
- 3.5 The Union recognizes that it is the exclusive right and function of the Employer
  - (a) to direct the working force which includes the right to direct, plan and control
  - (b) to hire, classify, transfer, promote, demote, dismiss, or lay off employees because of lack of work or other legitimate reason, and
  - (c) to introduce new and improved facilities and methods to improve the efficiency of the operations of the Employer, but such exclusive functions of the Employer must be exercised in good faith and are subject always to the provisions of this Agreement.

### **4. HOURS OF EMPLOYMENT**

The standard hours of work shall be as follows:

- 4.1 The standard hours of work per day shall be eight (8) hours.

#### 4.2 Macassa Lodge Employees Only

For those employees at Macassa Lodge, the standard working hours shall consist of either an eight (8) or an eight and one-half (8 1/2) hour shift as determined by a) or b) below:

- a) On shifts where there is no lunch relief, employees will be restricted from leaving the workplace and therefore, shifts will be eight (8) hours in duration, and include a one-half (1/2) hour paid lunch
- b) On shifts where there is lunch relief available, shifts will be eight and one half (8 1/2) hours in duration and include a one-half (1/2) hour unpaid lunch.

#### Wentworth Lodge Employees Only

For those employees at Wentworth Lodge, the standard working hours shall consist of an eight and one-half (8 1/2) hour shift and will include a one-half (1/2) hour unpaid lunch

- 4.3 The standard hours of work per week shall be forty (40) hours.
- 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.
- 4.5 No employee shall be required to work in excess of five consecutive days. For the purpose of this clause employees off sick will be considered to have worked those days while off. Employees regularly schedule days off shall be consecutive and not split except as mutually agreed.
- 4.6 An employee who reports for work on a scheduled working day and who has not been previously notified not to report shall be guaranteed a minimum of four (4) hours work or pay.
- 4.7 All employees shall be allowed a fifteen (15) minute rest period in the first half and second half of a shift.
- 4.8 The Employer shall give seven (7) calendar days notice of change of shift whenever such shift change is made necessary by any change of operations or requirements of the Employer. In the event that it is not possible to provide the notice mentioned above, the employee will receive payment at time and one-half (1 ½) for the first day worked of the new shift schedule.

The foregoing, however, shall not apply when the change of shift is caused by absence of employees due to illness or accident or matters beyond the control of the Employer. The Employer shall provide such notice of scheduling changes within a timely manner once known.

## 5. OVERTIME COMPENSATION

- 5.1 Compensation at the rate of one and one-half (1 ½) times for the first four (4) hours and two (2) times thereafter of the standard rate per hour as set forth in Schedule "A" of this Contract shall be paid for all work performed in excess of eight (8) hours per day or in excess of the standard hours per week as outlined in Article 4 provided that both daily and weekly overtime shall not be paid for the same hours, except that overtime compensation shall not apply to such hours of work in excess of eight (8) hours per day necessitated by shift changes, and providing that employees working on a shift schedule are off duty for a period of not less than eight (8) hours between shifts.

In addition to the above, overtime shall be paid at the rate of two (2) times for all hours worked after twelve (12) continuous hours of work.

In the event an employee who is normally employed on a seven (7) day rotating shift schedule is required to work on their scheduled day or days off, they shall be paid for all work on the first scheduled day off at one and one-half (1 ½) times for the first four (4) hours, and two time (2) thereafter and for all work performed on the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) successive scheduled day off.

- 5.2 In the event an employee who is normally employed on a Monday to Friday schedule shall be paid at one and one-half (1 ½) times the standard rate per hour as set forth in Schedule "A" of this Agreement for the first eight (8) hours worked on a Saturday and two (2) times thereafter, and two (2) times shall be paid for all hours performed on a Sunday.

In the event an employee who is normally employed in a seven (7) day rotating shift schedule is required to work on their scheduled day or days off, they shall be paid for all work on the first scheduled day off at one and one-half (1 ½) times for the first eight (8) hours worked, and two (2) times thereafter, and two (2) times for all work performed on the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) successive scheduled days off.

Continuous hours worked shall not be considered broken by:

- (a) unpaid meal periods, or
- (b) time taken for sustenance under clause 5.10 of this Agreement.

- 5.3 An employee
- (a) who is sent home at any time or times during the week because of lack of work or inclement weather, or
  - (b) who is absent at any time or times during the week because of illness



or accident or vacation, is and 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 is to be and shall be paid for all hours of work performed by him/her in excess of their normal work week at the overtime rates specified in this Article 5.

- 5.4 A “doubling back bonus” of \$1.00 per hour will be paid to employees who are required to report for work without fifteen (15) hours between shifts. This provision will apply only if a scheduled shift is changed with less than 15 hours between shifts and \$1.00 per hour will apply for the completion of that shift of eight (8) hours.

If an employee is called in on overtime, whether one and one-half (1 ½) times or two (2) times, the provisions of this clause will not apply. The bonus shall not apply when an employee is receiving payment at overtime rates.

- 5.5 Where a Statutory or Proclaimed Holiday occurs on or is celebrated on any working day, an employee, who does not work their regular shift on such day, is to be and shall be deemed to have worked their regular shift on any such day for the purpose only of computing their normal work week under the circumstances described in this Article.
- 5.6 Overtime shall be distributed as equitably as possible among those employees who are available to work such overtime.
- 5.7 Persons outside of the bargaining unit shall only perform work of persons within the bargaining unit, when persons within the bargaining unit are not available, or those available have refused the opportunity to work overtime.
- 5.8 Overtime pay will be calculated solely on the employee's regular hourly rate exclusive of any premiums and overtime pay will be paid for not more than one condition.
- 5.9 Employees may be allowed to place a maximum of up to forty (40) hours per year in a lieu time bank. Employees may draw from this lieu bank in minimum increments of the employee's standard shift. With the written approval of the Employer, employees may be permitted to bank in excess of forty (40) hours of lieu time per year. This lieu time shall be granted at a time mutually agreed upon by the employee and the employer taking into account the operational requirements of the area in which the employee works. An employee shall not be allowed to carry over any unused lieu time from one calendar year to the next unless written approval has been provided to carry over up to forty (40) hours lieu time. Consequently, the employer shall process payment for any unused lieu time by December 31st of each year.

- 5.10 An employee required to work overtime, following the completion of their regular hours of work, which continues in excess of two (2) hours, shall be eligible for a meal period at a time mutually agreed between the employee and their immediate Supervisor. In the event overtime continues, such an employee shall become eligible for further meal periods at intervals of four (4) consecutive hours beyond the two (2) hours referred to above. Regardless of the time of the initial meal break, for the purpose of this clause, it shall be deemed to have been taken after the completion of two (2) hours of such overtime worked.

An employee shall be entitled to a meal allowance for each meal break that they are entitled to under the provisions of the foregoing as follows:

Eight dollars and fifty cents (\$8.50)

## **6. SHIFT DIFFERENTIAL**

- 6.1 Shifts shall be designated as Day, Afternoon and Night, and shall be of eight (8) hours duration. All employees working regular shift periods shall be paid a shift differential as follows:
- 6.2 Day Shift: No shift differential
- 6.3 Afternoon Shift: One dollar (\$1.40) for all hours worked
- 6.4 Night Shift: One dollar (\$1.40) for all hours worked
- 6.5 Where employees have mutually agreed to a shift change or to substitute for a period of time off, such changes shall be subject to the employees' concerned giving proper notification and subject to the approval of their immediate Supervisor.
- 6.6 Shift schedules for the aforesaid work week shall be as mutually arranged between the Department employees and their immediate Supervisor, and as approved by the Employer and the Union.
- 6.7 In this clause, there shall be no pyramiding of premium pay that is, overtime pay will be calculated solely on the employee's regular hourly rate, exclusive of any premiums and overtime pay will be paid for not more than one condition.
- 6.8 There shall be a weekend premium of one dollar (\$1.00) per hour worked on any regularly scheduled shift between midnight Friday and midnight Sunday. Weekend premium will be paid in addition to shift premium but will not be paid for overtime hours. Effective January 1, 2019, the weekend premium will increase to one dollar and ten cents (\$1.10). Effective January 1, 2022, the weekend premium will increase to one dollar and twenty cents (\$1.20).

## 7. ANNUAL VACATIONS

Vacations to be granted on aggregated credited service in the year in which the employee completes the qualifying period for vacations.

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

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

COLUMN I Years of Service	COLUMN II Vacation with Pay
1 year	2 weeks and 2 days, and thereafter
2 years	3 weeks and 2 days, and thereafter
6 years	4 weeks and 2 days, and thereafter
13 years	5 weeks and 2 days, and thereafter
14 years	5 weeks and 2 days, and thereafter
16 years	5 weeks and 3 days, and thereafter
17 years	5 weeks and 4 days, and thereafter
18 years	6 weeks and thereafter
19 years	6 weeks and 1 day and thereafter
23 years	6 weeks and 2 days, and thereafter
25 years	7 weeks and 2 days, and thereafter
26 years	7 weeks and 2 days, and thereafter
30 years	8 weeks and 2 days.

- 7.2 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 8.
- 7.3 An employee's vacation period and pay shall be based on their standard work week and their standard rate of pay but shall not include any shift premium, overtime, or other increments.
- 7.4 Pay for a week's vacation for hourly paid employees shall be the basic hours worked per week multiplied by the employee's standard rate per hour paid on a weekly basis, but shall not include any shift premium, overtime rates, or other increments.
- 7.5 The vacation period shall commence from and including January 1<sup>st</sup> and continue to and including December 31<sup>st</sup> of the same year. It is understood that special circumstances may develop which would make it desirable for an employee to carry over up to one week's vacation to the immediately following

year. Requests to carryover vacation must be submitted in writing no later than September 1<sup>st</sup> in any year and will be subject to the approval of the Department Head concerned. Such approval shall not be arbitrarily denied.

- 7.6 When a Statutory Holiday falls on a day of the scheduled vacation, an employee shall be entitled to an additional day of vacation. The additional day or days to be granted at a time which shall not interfere with the efficient operation of the Employer's business or disrupt the vacation period as scheduled for other employees.
- 7.7 All employees are expected and encouraged to take their vacation during the current year. Employees shall when practicable be granted the vacation period preferred by the employee. Vacation schedules shall be established on the following basis:
1. Vacation requests for the period January 1<sup>st</sup> to February 28<sup>th</sup> shall be filed by November 1<sup>st</sup> and posted by December 1<sup>st</sup>. Vacation requests for the period of March 1<sup>st</sup> to December 31<sup>st</sup> shall be filed by February 1<sup>st</sup> and posted by February 15<sup>th</sup>. Employees, who have not scheduled their vacation by February 15<sup>th</sup>, shall forfeit their right to vacation preference.
  2. Each employee shall be given the opportunity to select three (3) weeks of vacation time commencing with the senior employee. The seniority list will relate such that the senior employee from the preceding year moves to the bottom of the list and all other employees advance to the next high position on the list.
  3. For all vacation in excess of three (3) weeks selection shall be by the employee having the greatest seniority in the bargaining unit and proceeding in order to the employee having the lowest seniority in the bargaining unit.
  4. Separate schedules shall be established for each classification.
  5. Where an employee has not scheduled vacation entitlement by September 1<sup>st</sup> and has not filed a request for carryover pursuant to Article 7.6, the employer retains the right to designate the vacation period to which the employee will be entitled.
  6. All vacations are subject to the maintenance of the efficiency of the operations of the employer, and the approval of the Department Head.
  7. Vacations shall commence at the beginning of a calendar week unless the demands of the operations of the Employer make this impossible.

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

- (a) hospitalized, or
- (b) convalescing following hospitalization, or
- (c) in home care under O.H.I.P. following hospitalization

there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date. Such date or dates are to be mutually agreed upon by the employee and the Department Head. An employee will be required to submit a certificate from a qualified medical doctor confirming the reasons for their absence in order to qualify under this clause.

7.9 Where an employee is on vacation and is entitled to bereavement pay under the terms of Article 11.2, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date. Such date or dates are to be mutually agreed upon by the employee and their immediate Supervisor.

7.10 All vacations granted in any year shall be determined on the basis of the aggregate credited service of the employee and such service is to include any period or periods of paid absence due to sickness (certified by a medical practitioner), accident while on duty, leave of absence for Union business or any other leave paid by the Employer. All other periods of absence, other than those noted above, will reduce an employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year.

7.11 An employee's scheduled vacation commences at the regular start time and ends at the conclusion of the regular scheduled hours for each block of vacation time taken. Based on the foregoing, it is understood that Employee eligibility for overtime opportunities continues up to the point vacation starts and resumes immediately after the employee's vacation concludes. Employee's who wish to be eligible for overtime during their vacation period must provide written notice to their immediate supervisor or designate prior to the start of the vacation period.

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

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

Column I Vacation Entitlement	Column II Separation Vacation Pay
8 weeks and 2 days	16.4%
7 weeks and 2 days	14.8%
6 weeks and 2 days	12.8%
6 weeks & 1 day	12.4%
6 weeks	12.0%
5 weeks & 4 days	11.6%
5 weeks & 3 days	11.2%
5 weeks & 2 days	10.8%
4 weeks & 2 days	8.8%
3 weeks & 2 days	6.8%
2 weeks & 2 days	4.8%

8.2 Separation vacation entitlements, as set out in Column II, shall be calculated on the basis of the following, subject to clause 7.2:

- (a) vacation pay on separation for employees employed after January 1, 1980, shall be the relevant percentage for the period between the employee's last anniversary date of when the employee commenced work and the date the employee actually separates from employment with the Employer;
- (b) vacation pay on separation for employees employed before January 1, 1980, shall be the sum of:
  - (i) the full vacation entitlement for the year preceding their termination regardless of their anniversary date and,
  - (ii) the relevant percentage of earnings for the period January 1, in the year of separation, to the effective date of separation.

8.3 Employees who do not qualify for separation vacation pay under the terms of this Agreement shall be paid separation vacation pay in accordance with the provisions of the Employment Standards Act.

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

## 9. STATUTORY HOLIDAYS

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

- 9.2 Employees required to perform work on a seven (7) day week shift basis shall be entitled to payment equivalent to the employee's standard daily basic rate of pay should any designated Statutory or Proclaimed holiday fall on their scheduled day off.
- 9.3 Employees required to perform work on any of these Statutory or Proclaimed Holidays shall in addition to the remuneration as outlined in Article 9.1 be paid at two (2) times the standard rate for any hours worked with a guaranteed minimum of four (4) hours of work. Those employees required to perform work on a seven (7) day week shift basis shall be entitled to be paid at two (2) times their scheduled rate for any hours worked on Easter Sunday or Easter Monday, but not both.
- 9.4 Employees who work on Statutory Holidays as established in this Agreement and who regularly work a seven (7) day work week, will have the option of taking lieu days off to correspond to the number of said statutory holidays so worked up to a maximum of five (5) in any calendar year.

In such cases, payment will be made at the rate of time and one half (1 ½) for working on the holiday and payment which would otherwise be made for the holiday will be held for payment when the lieu day off is scheduled.

The lieu days off shall be scheduled with the approval of the employees immediate Supervisor and are to be taken at some time after the holiday has been worked. These arrangements shall apply to not more than the first five (5) holidays worked in any year (commencing with and including January 1<sup>st</sup>) as may accrue to such employee. No more than three (3) lieu days may be carried forward from one year to the next.

Employees who wish to take advantage of this option for the current year shall advise the Employer within thirty (30) days of the signing of this Agreement and subsequently during the month of November of each year thereafter to apply for the following year.

- 9.5 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 unjustly withheld.

- 9.6 Notwithstanding the provisions of this Article where any Statutory or Proclaimed Holiday described in Article 9.1 falls on a Saturday or Sunday and are not proclaimed as being observed on another day, the immediately preceding Friday or immediately following Monday, at the discretion of the Employer, are to be deemed the holiday for all purposes of this Agreement. The lieu day, as described above, shall be the only day on which premium pay, as described in this Article shall be paid.

Notwithstanding the foregoing, shift workers who work on a regularly scheduled seven (7) day shift work basis shall be paid the premium for the Statutory Holiday only if they work on the actual day on which the Statutory Holiday falls. The "actual day", for purposes of this paragraph, shall conform to any Federal or Provincial Statutes which govern the day on which the Statutory Holiday must fall.

## **10. BENEFIT PLAN**

- 10.1 The benefits provided hereunder shall continue for the life of this Agreement.
- 10.2 The Employer shall pay the full cost of the premiums for all benefits provided hereunder.
- 10.3 On completion of three (3) months service with the Employer, an employee shall be entitled to the following benefits:
- (a) Group Life Insurance with benefits equal to two (2) times the annual basic wage rate of the employee to the nearest one thousand dollars.
  - (b) Extended Health Care as per the attached Appendix "C".
  - (c) Dental Care plan, as per the attached Appendix "C".

All eligible employees shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The Employer shall pay only the Employer's required contributions.

On completion of the probationary period an employee shall also be entitled to the following benefits:

- (a) Short Term Income Protection Plan detailed in the attached Appendix "A". The provisions of the "Cumulative Sick Leave Allowance" Bylaw, as amended, shall continue as modified by the Income Protection Plan.
  - (b) Long Term Disability Plan detailed in the attached Appendix "A".
- 10.4 Subject to future amendments to the Ontario Human Rights Code, the following provisions regarding benefits will apply to employees who work after having attained the age of 65:



- (a) Full time employees who would otherwise qualify for full benefits will receive:
    - (i) in respect of any regular pension 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 (other than for prescription drugs), Dental Care and STD benefits; and
    - (iv) a non-taxable death benefit in the amount of \$10,000.00, payable to the employee's estate or designate in the event the employee dies prior to termination or retirement.
  - (b) Full time employees who would otherwise qualify for full benefits will not receive:
    - (i) other than the above-mentioned STD and death benefits, any form of life, dismemberment or disability insurance that would otherwise be provided or made available, including, without limitation, Long Term Disability benefits, Basic Life Insurance, Optional Life Insurance, Dependants' Life Insurance and Accidental Death and Dismemberment benefits; and
    - (ii) subject to paragraph (c), prescription drug benefits for drugs ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto.
  - (c) In the event that the Ontario Drug Benefit Plan or any successor thereto is amended such that full time employees who have attained the age of 65 are, or may become ineligible, to receive prescription drug benefits under that Plan in certain circumstances, the employer and the union will consider whether it is necessary or appropriate to amend the provisions of clauses (a)(ii) and (b)(ii), and if so, they will negotiate alternate provisions respecting prescription drug benefits that do not result in a greater overall cost to the employer than would have been incurred in the absence of such amendments.
- 10.5
- (a) In order to qualify for short-term disability benefits, employees must provide a fully completed short-term disability claim form, attached hereto as Appendix "B".
  - (b) Claim forms covering any illness or injury will not be accepted by the Employer and the employee will not be eligible for STD benefits for the

absence in question, unless the form is submitted within two (2) weeks from the date the employee's obligation to provide documentary verification for their absence first arose under the Regulations to Appendix "A". Payment for the claims form is the responsibility of the employee.

- 10.6 (a) Any dispute over the payment of benefits shall be adjusted between the employee and the Insurance company.
- (b) The Employer will use its best efforts to assist the employee in dealing with the Insurance company and agrees to provide all documentation and consultation when requested by the employee or by the employee and Union.
- (c) The Employer agrees to provide the employee and a Union representative, if the employee so chooses, may deal directly with the Insurance company regarding any dispute over payment of benefits.
- 10.7 The Union agrees that the Employer may allocate the Unemployment Insurance Premium Rebate received for each employee towards the annual cost of benefit plans.
- 10.8 The Employer reserves the right to change the carrier of any of the benefit plans provided that the level of benefit coverage is not decreased. Notice of such change of carrier will be communicated to the Union prior to the change.
- 10.9 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 him/her by the Employer, in respect of the period for which such amount is recovered from the third party, provided that the amount to be repaid to the Employer shall not exceed the amount recovered from the third party.

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

- (a) the number of occasions recorded for this absence shall be removed;
- (b) the absence shall be amended to appear as a leave of absence;
- (c) the sick bank, if utilized, shall be restored to its former balance;
- (d) vacation entitlement shall not be affected by this amendment.

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.

10.10 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 on an early OMERS pension, is between the ages of 55 and 65, and, at the date of their retirement had twenty (20) continuous years of employment with the Employer, or,
- (c) was terminated after October 1, 1996, for non-disciplinary reasons, while in receipt of LTD benefits;

is eligible for the following benefits,

Extended Health Care – Appendix “C”

Dental Care– Appendix “C”

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

subject to the conditions that,

- (i) the above benefit coverage will only be available to a former employee and their dependants who maintain eligibility in a provincial health plan;
- (ii) for the purposes of the above noted benefits, only one (1) spouse will be eligible for coverage at any time;
- (iii) these benefits will only be provided if similar coverage is not available to the former employee from another source; and,
- (iv) these benefits will terminate on the last day of the month in which the former employee attains age 65 years; and,
- (v) these benefits terminate upon the death of the former employee; and,
- (vi) in the case of a former employee terminated as per 10.12 (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
- (vii) benefits will be provided in accordance with the terms of the Plans as they exist from time to time.

- 10.11 The Employer agrees to continue coverage for all benefit 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 up to eight (8) months. Benefit plans shall mean Extended Health Care, Dental Care and Group Life Insurance.
- 10.12 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 substitute, they may be placed on unpaid leave with no loss of seniority. In this event the Employer agrees to take reasonable steps to accommodate workers through alternate work arrangements.

## **11. LEAVE OF ABSENCE**

- 11.1 Employees requesting time off for the purpose of attending Labour Conventions or other Union Business not connected with this Agreement, shall be granted such time off without pay subject to the following conditions:
- (a) number of employees not to exceed five (5) for each period of leave, and
  - (b) maximum days not to exceed twenty (20) days in any calendar year, and
  - (c) the number of employees from any one department or sub- department in the case of large departments shall be limited to one (1) save and except that the Employer shall give consideration to a request by the Union that more than one (1) employee from a department or sub- department in the case of large departments be permitted leave of absence, and
  - (d) The Union shall notify the Director, Employee Health & Labour Relations in writing of the names of employees to be granted time off under the conditions as outlined in this Article, not less than three (3) working days before such leave is to be taken.
- 11.2 All employees shall be allowed, at their request, up to three consecutive calendar days leave of absence, without loss of pay, in the event of a death in the immediate family. Members of the immediate family shall be defined as:

spouse, common-law spouse, same sex partner, child, step-child, parent, foster or adopted parent, step-parent, grandparent, grandchild, brother or sister, parent-in-law, brother-in-law , son-in-law, daughter-in-law or sister-in-law. Such bereavement leave shall be taken at the time of the bereavement or at the time the employee received notification of such bereavement.

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

11.3 Employee members of the Grievance Committee shall be granted leave of absence with pay for attendance at all meetings with officials of the Employer necessary to the administration of this Agreement, including, but without limiting the generality of this section, any meetings or hearings with any Committee or Board necessary to or incidental to the administration of the Agreement. More Specifically one member of the Grievance Committee, selected by the Union, will be entitled to leave of absence with pay to attend Arbitration Hearings.

11.4 The Grievance Committee shall be composed of three (3) employee members and one (1) officer of the Union and any one (1) of the said persons may be Chairman of the said Committee.

11.5 Employee members of the Negotiating Committee shall be granted leave of absence with pay for attendance at all meetings with Officials of the Employer, including 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) making of a new Agreement.

Members of the negotiating committee will be granted leave of absence for their entire shift on the day of negotiations provided that the negotiation meeting is of at least two (2) hours duration.

11.6 Clause 11.3 and 11.5 are subject to the following: In order to receive payment for these meetings the absence must result in loss of time and pay from a regular shift.

11.7 The Union agrees:

(a) to furnish the Employer with a list of its Negotiating Committee

Members, but the said Committee is to be comprised of not more than two (2) members and one (1) alternate member when necessary; and

- (b) to notify the Employer in writing of any changes in such Committee Members.
- 11.8 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 or witness fees, less reasonable expenses incurred by the employee as a result of serving as a juror, shall be paid to the Treasurer of the Employer on receipt thereof by such employee.
- 11.9 The Employer will grant leave of absence to employees who are candidates in a Federal, Provincial or Municipal Election.
- 11.10 The Employer will grant an unpaid leave of absence without loss of seniority to an employee selected for a full time position with the Local Union or elected to public office for a period of one (1) year.
- 11.11 Maternity/Paternity Leave shall be granted on the conditions as set down in the Employment Standards Act of the Province of Ontario.
- 11.12 An employee, who is granted a personal leave of absence without pay of one month or longer, shall pay the full cost of available benefits during the leave. Service and seniority shall NOT accumulate during such leave. Granting of personal leaves of absence shall be at the sole discretion of the Employer.
- 11.13 Family Responsibility Leave, Family Caregiver Leave, Family Medical Leave, Critically Ill Childcare Leave, Crime-related Child Death or Disappearance Leave, Domestic or Sexual Violence leave, and any other leaves as may be prescribed by legislation, shall be granted as per the Employment Standards Act.

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

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

- 12.1 Notice of permanent vacancies shall be posted in a prominent place in all departments within ten (10) working days of a vacancy. A vacancy shall be defined as occurring when so determined by the Employer.
- 12.2 When vacancies occur in a higher or lower classification, the selection of the successful applicant shall be based on the following:
- (a) Both parties recognize:

- (i) the principle of promotion within the service of the Employer.
  - (ii) the job opportunities should increase in proportion to length of service.
- (b) In promotions, demotions, transfers, the following factors shall be considered:
- (i) Seniority
  - (ii) ability to do the work of the job
  - (iii) Qualifications

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

- (c) In the event the employer is unable to attract a fully qualified candidate from either within or outside the bargaining unit and then decides to offer a training opportunity for this position, the training opportunity shall be posted and filled in accordance with the procedures set out in Article 12.2.

12.3 If an employee is promoted or appointed to a position included within the scope of this Agreement and within eighty (80) working days proves unsatisfactory or does not want to remain in their new position, they shall be returned to their former position without loss of seniority or wage rate and any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage rate.

12.4 In the matter of lay-off and re-hire the following factors shall be considered:

- (1) The seniority of the employees involved.
- (2) Efficient operation of the services involved.
- (3) Ability and qualifications of the employees involved.

The factor enumerated in (1) shall govern provided the factor enumerated in (2) is not unduly interrupted and provided the factors enumerated in (3) are relatively equal.

12.5 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.

- 12.6 The Employer shall provide notice of lay-off in accordance with the Employment Standards Act to the employees affected.
- 12.7 Upon consent of the Employer, an employee may elect to abandoned their recall rights and receive severance and termination pay entitlement(s) equaling two (2) weeks pay at the standard weekly rate per year of service to a maximum of twenty-six (26) weeks gross pay.
- 12.8 An employee temporarily replacing another employee shall receive the higher of the two rates whether it be their own or that of the higher classification. This provision shall not apply when the employee moves to a lower classification as the result of a temporary posting.
- 12.9 Vacancies as a result of an employee being absent due to either illness or leave of absence for a minimum period of thirty (30) days, shall be posted and filled when it is known that the employee's absence is expected to be more than six (6) weeks. Notation shall be made on the posting that the vacancy is due to the absence of an employee.

Upon the return of the absent employee, the employee filling the position on a temporary basis shall be returned to their former position with the exception as noted below:

In the event the absent employee does return and there is more than one position in the same classification being filled on a temporary basis because of employee absence, the junior employee shall be returned to their former position and the actual temporary employee being displaced by the return of the absent employee will move to the junior employee's temporary position. In the event the absent employee does not return, the employee filling the position on a temporary basis shall be confirmed in the position with the exception as noted below: In the event that the 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.

- 12.10 Any classification set forth under Schedule "A" to this Agreement that is altered or varied by the Employer is subject to the provisions as outlined in the J.J.E. process.

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

- 13.1 A Call-Out is defined as any situation requiring an employee to be called-out by an authorized official of the Employer to do work for the Employer outside regular working hours. An employee called out to perform work shall be guaranteed a minimum of four (4) hours of work.

For further clarification, payment of call-out shall commence upon the



employee's acceptance of said call and given that the employee responds in a reasonable time frame.

- 13.2 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.

#### **14. STAND-BY**

- 14.1 Employees who are authorized, by the Employer, to be on stand-by and carry a pager, will receive stand-by pay of two dollars and seventy-five cents (\$2.75) per hour for all such hours on stand-by.

#### **15. SENIORITY RATING**

- 15.1 Employees with less than one-hundred and twenty (120) working days shall be considered probationary employees and will have no seniority rights.

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

- 15.2 (a) Seniority for the purpose of this Agreement shall be defined as the length of aggregate service of an employee in the scope of Local 772 with the Employer, uninterrupted by severance of service with the Employer other than lay-off as provided for in the Collective Agreement.

For the purposes of the probationary period, absence due to a compensable accident or illness interrupts the period of active employment, given the Employer's need to observe the employee's performance.

- (b) Total service with the Employer will be the governing factor for seniority for those employees in the bargaining unit prior to January 1, 1992.
- (c) The intent of the foregoing is to apply for purposes of lay-offs, recalls and promotions.

- 15.3 The Employer agrees to compile in the month of January, a list of the names of all employees, showing the seniority standing of each employee.

- 15.4 Protests regarding seniority standing must be submitted by the Union in writing to the Director, Employee Health & Labour Relations within thirty (30)

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 in by the Union.

#### 15.5 Loss of Seniority

An employee's seniority rating and credited service shall be broken and the employee shall be removed from the payroll of the Employer for any of the following reasons:

- (a) dismissal for just cause
- (b) voluntary resignation
- (c) failure to report for work within a period of ten (10) days after receipt of notice to return to work after a layoff
- (d) absence without leave, or
- (e) a layoff extending continuously for a period of ten (10) months.
- (f) an employee who has not been in receipt of pay for any reason for a period of thirty (30) months, shall be terminated by the Employer at the end of the thirty (30) month period.

For the purpose of this clause an employee shall not be considered to be in receipt of pay when he receives S.T.D., L.T.D., W.S.I.B., vacation pay or is reimbursed from an overtime lieu bank.

- (g) (i) In the event of a temporary transfer to a position outside the bargaining unit, the Employee shall retain seniority within the bargaining unit for a period of up to one hundred & twenty (120) working days. During this one hundred & twenty (120) working day period the Employee shall have the option to pay Union dues to both units, as may be applicable. The Employee shall have the right to return to their former position in the bargaining unit at any time during the one hundred & twenty (120) working day period with full seniority. Thereafter the Employee's seniority within this unit will cease. Should the employee choose not to pay union dues to their original union, the employee's seniority shall be reduced by the number of days the employee was out of the original bargaining unit. Before a temporary transfer to a position outside the bargaining unit may be renewed the position must first be posted and the previous holder of the temporary position must return to the bargaining unit for a period of a least twenty (20) working days. The Union shall be informed of the return to the bargaining unit by the Employer of an Employee from a position outside the unit.

- (ii) If an employee is promoted or appointed to a permanent position outside the bargaining unit and within eighty (80) working days proves unsatisfactory or does not want to remain in their new position, they shall be returned to their former position without loss of seniority or wage rate and any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority and wage rate.

## **16. DISCIPLINE**

- 16.1 In the event an employee is discharged by the Employer they shall be notified in writing as to the reason for such discharge.
- 16.2 An employee who has been warned or suspended for reasons other than irregular attendance and who maintains a clear record for a period of two (2) years following their last warning or suspension shall have their record cleared at the end of such period as it applies to warnings and suspensions caused by other than irregular attendance.
- 16.3 In the event an incident occurs which results in a disciplinary notation being made on an employee's record, the employee shall receive a written copy of such report.

## **17. GRIEVANCE PROCEDURE**

- 17.1 Within the terms of the 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.
- 17.2 In order to ensure that any differences between the parties are remedied as quickly as possible, the parties agree that the following procedure for submitting and dealing with grievances shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended by mutual consent.
- 17.3 **STEP ONE:** Failing a satisfactory settlement at Step One, the Chair of the Grievance Committee, or their designate shall submit the written grievance to the employee's Department Head within ten (10) working days of the response in Step One. The Department Head or designate will meet with the Grievance Committee, the griever, and the Steward if necessary, within ten (10) working days of the receipt of the grievance. The Department Head or designate, will issue a response in writing to the Chair of the Grievance Committee within ten (10) working days of the meeting. In the event the Department Head or designate denies the grievance, the reasons shall be

stated in writing.

- 17.4 **STEP TWO:** Failing a satisfactory settlement at Step Two, the Chair of the Grievance Committee, or their designate shall submit the written grievance to the Director, Employee Health & Labour Relations or designate within ten (10) working days of the receipt of the response of the Department Head or designate.

The Director, Employee Health & Labour Relations or designate, and the Chief Administrative Officer, or their designate, will meet with the Grievance committee, the grievor, and the Steward if necessary, within fifteen (15) working days of the receipt of the grievance. At such meeting the Grievance Committee may be accompanied by authorized representatives of the Union. The Director, Employee Health & Labour Relations or designate, will issue a response in writing to the Chair of the Grievance Committee within ten (10) working days of the meeting. In the event the Director, Employee Health & Labour Relations or designate, denies the grievance, the reasons shall be stated in writing.

- 17.5 Where the dispute involves:

- (a) the 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 the grievance may be submitted by the Chair of the Grievance Committee, or their designate, to the Department Head at Step Two.

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.

- 17.6 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 19 within thirty (30) calendar days of the receipt of the response by the Director, Employee Health & Labour Relations.

- 17.7 (a) No matter may be submitted to Arbitration which has not been properly processed through all previous steps of the grievance procedure.
- (b) A grievance which has not been processed by the grievor or their representative in accordance with the time limits prescribed shall be deemed to be withdrawn. The sole exception to the foregoing shall be where time limits have been extended by mutual agreement of the parties.

- 17.8 Where the grievance referred to in 17.1 relates to a job posting in a section or department other than the one the employee is currently working in, the entire grievance procedure shall occur with the Employer's representatives in the department where the job posting occurred.
- 17.9 A Union policy grievance or a Company grievance may be submitted to the Company or the Union, as the case may be, in writing within ten (10) days from the time the circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Company and the Union shall be held within five (5) working days of the presentation of the written grievance and shall take place within the framework of Step No. 2 of Article 17.4 hereof. The Company or the Union, as the case may be, shall give its written decision within five (5) working days after such meeting has been held. If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within five (5) days of delivery of such written decision and the arbitration sections of this agreement shall be followed.

## **18. JOINT GRIEVANCE PANEL**

- 18.1 Should the parties fail to reach a satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to a Joint Grievance Panel outlined below. Before submitting the grievance, the dispute shall, if mutually agreed, be brought to the attention of the Joint Grievance Panel established for this purpose by the Employer and the Local Union. The Joint Grievance Panel will render a decision unless it is deadlocked. The decision shall be final and binding but not precedent setting. The Panel shall have the same judicial powers as a Board of Arbitration established under the following provisions. The Joint Grievance Panel shall be comprised of four (4) persons, two (2) of whom shall be selected from Management and two (2) from the Local Union in the event four (4) persons are not available, the Joint Grievance Panel shall be comprised of two (2) persons, one (1) of whom shall be selected from Management and one (1) from the Local Union.

It is further agreed that the Employer and the Union shall name only experienced representatives who are engaged in the day to day administration of this Agreement as nominees to the Joint Grievance Panel as required. It is understood that in the selection of the representatives, the Employer will not name a representative from the Employer involved nor will the Union name a representative from the Local involved.

It is further agreed that in the event that the Joint Grievance Panel is unable to render a majority decision, the grieving party must within fourteen (14) calendar days of the date the Joint Grievance Panel declares a deadlock, unless they wish to withdraw the grievance, proceed to Arbitration as outline in Article 17.

## **19. ARBITRATION CLAUSE**

- 19.1 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
- (a) whether a matter is arbitrable, or
  - (b) 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 which is to consist of a single arbitrator.
- 19.2 Either of the parties to this Agreement is in such event to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of seven (7) days after the receipt of the said notice, agree upon a single arbitrator the appointment of the single arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.
- 19.3 The Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the arbitrator. Any arbitration fees or disbursements occasioned by a request for an adjournment, shall be borne by the party making the request.
- 19.4 The Board of Arbitration appointed pursuant to this Article has no jurisdiction to alter, modify or amend, or to make any decision that is inconsistent with, the provisions of this Agreement.
- 19.5 The decision of the Board of Arbitration appointed pursuant to this Article is final and binding upon the Employer, the Union and any employee affected thereby.

## **20. UNION SECURITY**

- 20.1 A compulsory check-off and initiation fees shall apply to all employees coming within the scope of this Agreement. It shall continue during the period of this contract. The amount to be deducted shall be such a sum as may from time to time be assessed by the Union on its members according to its constitution, for general union purposes; it shall not extend to special assessments or to an increment in an assessment which relates to special union benefits such as, for instance, Union insurance, in which the non-union member employees as such would not participate or the benefits of which they would not enjoy.
- 20.2 All deductions made under the provisions of Article 20.1 will be remitted monthly to the proper authorized officials of the Union together with a list of employees' names eligible for such deductions.

- 20.3 The Union will save the Employer harmless from any and all claims which may be made against the Employer for amounts deducted from pay as provided herein.

## **21. HEALTH AND WELFARE**

- 21.1 Each unit of a department shall provide First Aid equipment and such equipment shall be administered as provided under the regulations of the Workplace Safety Insurance Act by an employee duly trained in First Aid or by a St. John's Ambulance Course.
- 21.2 An employee who is required to appear as a witness in any court action involving the Employer will be paid the difference between the witness fee they receive for such court appearance and their normal standard rate of pay for such lost time.
- 21.3 The Employer agrees to provide proper accommodation for all employees to have their meals, proper washing-up and sanitary facilities and suitable lockers for the storage and protection of clothing.

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

- 22.1 Rubber boots, rubber gloves, coveralls, poncho and other protective clothing shall be provided to such employees as designated by the Employer.
- 22.2 It is incumbent on all employers and employees to observe the safety standards concerning safety conditions as laid out in various Provincial Statutes. Failure to wear safety shoes or other safety equipment supplied by the Employer shall result in the employee being sent home from their job unpaid until such time as they can return properly attired. The Union agrees to co-operate with the Employer in all matters affecting the safety of employees.
- 22.3 The Union will co-operate with the Employer to ensure the proper care and use of clothing supplied by the Employer.
- 22.4 The employee is expected to wear any clothing, issued by the Employer, on a regular basis and only while engaged in the work of the Employer. Identification "flashers" shall not be removed from such clothing.
- 22.5 An employee required to wear safety footwear shall be given up to a one hundred & sixty (\$160.00) reimbursement towards the purchase of one pair of same upon presentation of an appropriate receipt. Subsequently, employees shall then be entitled to this reimbursement every two (2) years.

All employees shall receive the following upon completion of their probationary period:

- 4 shirts
- 4 trousers
- 1 parka
- 1 lightweight jacket
- 1 pair safety summer footwear
- 1 pair safety winter footwear (if required)

All employees in receipt of the above issue of clothing, including safety footwear, shall be eligible to receive a replacement issue of any of the above on a one for one basis when such article is returned to their immediate Supervisor and proves to be:

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

- 22.6 Students hired for summer employment and employees on temporary make work projects are required to wear safety footwear as a condition of employment. Such safety shoes or boots are to be purchased at no cost to the Employer. The exception to the foregoing shall be a summer student commencing their third consecutive summer term. In these circumstances, the student shall be reimbursed with the dollar value of the Employer's cost of a pair of safety shoes.
- 22.7 Where an employee who wears prescription glasses is required to wear safety glasses to perform their job functions, prescription safety glasses shall be provided.
- 22.8 Any employee leaving the employ of the Employer shall return all Employer property and all clothing (that has been issued less than four (4) months before their leave taking) prior to receiving their final pay cheque.

### **23. CONTRACTING OUT**

- 23.1 No Bargaining Unit employee shall be laid off or suffer a reduction to their regular hours of work while the Employer simultaneously contracts out work which is contained within their job description, and which they are qualified to perform. It is acknowledged that any decision with respect to whether a particular task falls within the ambit of a job description representing a position contained within this bargaining unit, or whether a bargaining unit member is otherwise qualified to perform a particular task, rests exclusively with management, subject only to a challenge by the Union that any such decision was made in bad faith.



## 24. MISCELLANEOUS

### 24.1 The Employer and the Union agree

- (a) that the provisions of this Agreement are to be interpreted and construed as incorporating as a part thereof the provisions of The Technical Standards and Safety Act, 2000 (TSSA) as amended from time to time together with any Regulations passed from time to time, under the said Act, and
- (b) that each is to comply with the provisions of the said Act and Regulations.

24.2 The Employer and the Union agree that Bulletin Boards are to be provided and installed in locations mutually agreed to by the parties, and all Notices to be posted by the Union on the said Boards are to be submitted to the immediate Supervisor concerned and the said Supervisor is to be responsible for the postings thereof

24.3 Any upgrading courses initiated under the written direction of the Employer shall be paid for by the Employer. Any upgrading courses taken by an employee in the bargaining unit shall be paid for by the Employer if:

- (1) written approval is first obtained by the employee from the Employer and if
- (2) the employee successfully completes such course(s).

In the event that the Employer requires an employee to participate in a course outside regular working hours, employees attending shall receive compensation in the form of lieu time in an amount equal to the hours of attendance. Lieu time so accumulated shall be used at a time mutually agreed upon the Employer and the Employee.

24.4 The Employee shall notify the Human Resources Department in writing or electronic notification, of any change in their dependent status or personal contact information, including mailing address, phone number and email (if the employee chooses to provide their email address), within one (1) week of any such change. The Employee or the Union shall save the Employer harmless in any action resulting from the Employee not making the required changes in records as noted above. All Employees shall be required to make the necessary arrangements to receive their pay by direct deposit.

24.5 Tool kits shall be issued to Maintenance Men/Women. All tool kits remain the property of the Corporation. Tools which are lost or stolen as a consequence of the employee's negligence shall be replaced with tools of the same quality

by the employee at the employee's expense. Tool kits will be checked by management every three (3) months and brought up to a pre-established standard at that time.

24.6 No understandings on the implementation of any sections of this Collective Agreement, or any alterations shall be binding upon the parties unless approval in writing is received from the Business Manager of the Local Union and the Director, Employee Health & Labour Relations or their designates.

24.7 The Employer and the Union agree:

(a) that the Registered Steam Plants, Compressor Plants and Refrigeration Plants of the Employer will employ the appropriate personnel in accordance with the Technical Standards and Safety Act, 2000 (TSSA).

(b) Macassa and Wentworth Lodges Only

Where the Employer identifies a need for payment of an allowance for additional responsibilities in an employee's current position, within the bargaining unit, in the role of a Team Lead, for a period in excess of one-half of one shift, the employee shall receive an allowance of ten dollars (\$10.00) for each shift.

## **25. DEPARTMENTAL STEWARDS**

25.1 A Department Steward is a person elected or appointed by the Union members of their department, or sub-department to represent the employees of the department, or sub-department, in which they are employed.

25.2 The Employer acknowledges the right of the union to elect one steward per shift in each department or sub-department to assist employees in the presentation of their grievances to their foreman/woman or immediate supervisor.

25.3 The Union acknowledges that Stewards, as well as other members of the Union's Committees and the Union's officers, will continue to perform the irregular duties on behalf of the Employer, and that:

(a) such persons (not more than one of the above plus the grievor) will not leave their regular duties without obtaining permission from their foreman/woman or immediate supervisor who will be given a reasonable explanation for the requested absence, and

(b) when resuming their regular duties after engaging duties on behalf of the Union the Steward will report to their foreman/woman or supervisor immediately upon their return.

## **26. TECHNOLOGICAL CHANGE**

- 26.1 Where the Employer introduces technological change which affects the wages or employment status of an employee, not less than ninety (90) days prior to the introduction of the change, the Employer shall, by written notice, furnish the Union with all information in its possession regarding 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 adverse affects noted above.

Where an employee would be displaced by Technological change, the Employer will retrain that Employee to the new standards, provided the employee has the capacity to be retrained. If the employee cannot be retrained, the Employer will make every effort to find him/her a position within their capacity.

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

- 27.1 Travel allowance shall be paid only under the following conditions:

- (a) the employee is authorized and directed to use their vehicle for the Employer's business, and
- (b) the employee has presented proof that their automobile insurance has been endorsed for business purposes

- 27.2 The travel allowance paid per kilometre driven on the Employer's business will be the corporate rates in effect at the time the kilometres were driven. As per the corporate travel policy, the rates payable are based on the annual kilometres driven.

In addition, each employee, who meets the above conditions shall be entitled to reimbursement of up to two-hundred (\$200.00) 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

## **29. BRIDGING**

29.1 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.

## **30. DURATION OF AGREEMENT**

30.1 This Agreement shall remain in force and effect from and including the 1st day of January 2019, to and including the 31st day of December, 2022, and from year to year thereafter unless within a period of ninety (90) days before the 31st day of December in any year either party hereto gives notice in writing to the other party hereto of its desire to bargain with a view towards the renewal with or without modification of this Agreement or the making of a new Agreement.

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

## **LETTER OF UNDERSTANDING**

### **Apprenticeships**

1. Postings through normal procedures - acceptance of apprenticeship will not be deemed to create a vacancy.
2. Wages - rates paid according to employee's current classification until Journeyman status reached then applicable journeyman rate as per Collective Agreement when placed in journeyman position and performing duties of position.
3.
  - a. Schooling -employees will not be expected to work and go to school during "school terms" under the Apprenticeship Program.
  - b. While attending school portions of the program, employees shall be eligible for all benefits as outlined in the Collective Agreement.
  - c. If employees are not required to attend class other than a Saturday or Sunday they shall inform their Supervisor. The employees shall report to work if required by the Supervisor or continue their study if not required to work.

The employee must faithfully attend each and every course session. Any absence must be excused, in advance, by the Supervisor.
  - d. Payment while attending school shall be 40 hours pay times the employee's normal hourly rate.
4. If there is no employee in the bargaining unit who wishes the Apprenticeship or is qualified for the Apprenticeship the Employer may at its option seek to fill the position from outside the bargaining unit. Such employee would be hired into an appropriate category for the Apprenticeship and paid at that rate as per Ministry guidelines for apprentice rates.
5. For the purposes of layoff the apprenticeship designation shall not be deemed as part of the qualifications as outlined in determining an employees qualifications.
6. The posted job shall not contain any qualifications not required by the Ministry or the current job classifications.
7. Upon successful completion of the courses the employee agrees to remain in the employ of the City of Hamilton for a period of two years.
8. Should the employee choose to leave the City of Hamilton prior to the expiration of the two year period mentioned above, they acknowledges that

- the amount of wages paid to the employee during the classroom portion of the course represents a debt which the Property Division may satisfy through deductions from wages, vacation pay or other appropriate means.
9. In order for an employee to remain in the apprenticeship program they must maintain a passing grade throughout the program.
  10. Employees participating in this program will be required to sign consents reflective of their obligations under this Letter of Understanding.

**LETTER OF UNDERSTANDING**  
**Copy of Benefit Summary**

The Employer agrees to make available electronically to each employee in the bargaining unit of Local 772 a current copy of the Benefit Summary as soon as possible following ratification with updates as necessary thereafter.

**LETTER OF UNDERSTANDING**  
**Assignment between Lodges**

Employees hired after October 1, 2019 will be dually assigned to report to both Macassa and Wentworth Lodge. Employees may move back and forth between both Lodges, per operational requirements and at the sole discretion of the Employer. The parties agree employees will receive sufficient training, of no less than twenty (20) working days, prior to being solely responsible for the maintenance of the building.

For clarity, employees hired prior to October 1, 2019 will be grandfathered under the existing practice and will continue to be assigned to either Macassa or Wentworth Lodge only. This current practice will be eliminated through attrition upon existing employees permanently vacating their positions. Grandfathered employees may elect to volunteer to be assigned to the alternate lodge.

**CITY OF HAMILTON  
SCHEDULE "A"  
772 I.U.O.E.**

CLASSIFICATION	JOB DESC. ID	GRADE	EFF. JAN 1/19 1.60%		EFF. JAN 1/20 1.60%		EFF. JAN 1/21 1.60%		EFF. JAN 1/22 1.60%	
			PROB.	JOB RATE	PROB.	JOB RATE	PROB.	JOB RATE	PROB.	JOB RATE
			(80%)*	(100%)	(80%)*	(100%)	(80%)*	(100%)	(80%)*	(100%)
		12	\$30.039	\$37.548	\$30.519	\$38.149	\$31.007	\$38.759	\$31.503	\$39.379
UTILITIES/MTCE OPERATOR (ML)	1127	9	\$26.022	\$32.527	\$26.438	\$33.047	\$26.861	\$33.576	\$27.291	\$34.113
UTILITIES/MTCE OPERATOR (WL)	1100	8	\$24.838	\$31.048	\$25.236	\$31.545	\$25.640	\$32.050	\$26.050	\$32.563

## **APPENDIX “A”**

### **INCOME PROTECTION PLAN**

**This Plan is comprised of two parts:**

- A. Short Term Income Protection Plan
- B. 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.

The Plan was effective January 1, 1982, revised January 1, 1990, revised January 21, 1997(Region), revised December 21, 1999 (City), and revised January 1, 2020 (City).



## **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 or 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 and Worker's 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 are disabled until the earlier of:

- (a) the Employee returns to work; or
- (b) the Employee retires, either at the normal retirement age or opts to retire early; or
- (c) the Employee exhausts their entitlements under either of the plans; or
- (d) the Employee dies.

## **DEFINITIONS**

### **Employee:**

For the purposes of this plan an Employee is one who is either full time non-union or unionized and covered by a contractual union agreement which includes the Income Protection Plan and who has completed their probationary period.

### **Employee - New:**

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

### **Short Term Disability:**

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

### **Long Term Disability:**

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

### **Pay:**

For purposes of this Plan, a week's pay for hourly paid Employees shall be the basic hours worked per

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

**A.) SHORT TERM INCOME PROTECTION PLAN**

- 1.) i) Short term coverage will apply to disabilities lasting up to twenty-six (26) weeks and pay will be continued in accordance with the following:
- a) Employees hired on or after January 21, 1997 (Region) and December 21, 1999 (City) shall be entitled to Short Term coverage as follows:

From date of eligibility until completion of one year of service - 15 weeks at 66 2/3% of pay.

Upon completion of the 1st full year of service - 26 weeks at 66 2/3% of pay.

- (b) All employees, who have completed at least one full year of service, shall accrue entitlement to short-term income protection at 100% of pay, in increments of working weeks, at the rate of one week of 100% benefit for each 12 month absence-free period.

Completion of the 12 month periods will be measured on the basis of a rolling calendar beginning initially on the date of ratification (for all employees with at least one (1) year of service as of that date) and continuing subsequently from the date of return to work from each and every successive absence.

For new employees, the rolling calendar will begin initially upon their completion of one (1) year of service from date of eligibility.

- (c) Employees hired before January 21, 1997 shall have previously accrued 100% entitlements frozen as existing on January 21, 1997 (Region) and December 21, 1999 (City).
- (d) Absences extending for a time frame beyond that for which accrued 100% weeks are available are covered at 66 2/3% of pay.
- (e) An employee who is not present at work on becoming eligible, will commence coverage following their return to work.

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

- (ii) Payments from the previous-noted schedule will be made on the following basis with the provision that any absence due to illness/non-occupational injury will constitute an occasion:

- (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.
  - (iii) On consent of the Employer, employees shall be given an opportunity to utilize existing lieu time or vacation credits, to replace the unpaid days as provided for in (a), (b), (c) and (d) above. Where the absence is supported with a medical certificate such consent will not be unreasonably withheld.
  - (iv) When an Employee can demonstrate to the Employer that they can only attend their physician as part of regular ongoing treatments during the day, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the Employee must provide the Employer with documentation from their physician at the commencement of the ongoing treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.
  - (v) 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.
2. (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.
3. (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, and Group Life Insurance, etc., and any other applicable benefits negotiated as long as the employee remains qualified to receive STD or LTD benefits or until their 65th birthday, whichever comes first. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

## **REGULATIONS**

Effective January 1, 2020:

Note: For regulations prior to January 1, 2020, please refer to the Collective Agreement between The City of Hamilton and the International Union of Operating Engineers Local 772, expiring December 31, 2018.

4. (i) An Employee shall, on the first day of non-occupational illness or injury, report or cause to report such non-occupational illness or 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 or 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 or injury, the Department Head or Supervisor shall, on the same day, report such non-occupational illness or injury on the Daily Absence Status Report as provided by Human Resources.
- (iv) An Employee whose non-occupational illness or injury extends to the fourth working day shall, on or before the fourth working day, file a medical note from a qualified medical practitioner with Return to Work/Work Accommodation Services. The cost for completion of the form shall be the responsibility of the employee. Failure to provide such note will result in non-payment of the days for which the Employer was absent. The note shall identify an anticipated Return to Work date.

An Employee, whose illness is of the nature that it is reasonable to expect that this absence will exceed eight (8) working days, will not be required to provide a medical note but instead be required to provide a claim form (Appendix B).

- (v) An Employee whose illness/non-occupational injury extends to the eighth (8<sup>th</sup>) working day shall, on or before the eighth (8<sup>th</sup>) working day, file a fully completed Claim Form with Return to Work/Accommodation

Services, subject to the following:

- (a) The cost for completion of the initial Form shall be the responsibility of the Employee. Provided the initial Form was fully completed, costs associated with subsequent requests for additional medical forms or reports/information beyond the Short Term Disability claim form shall be at the expense of the Employer. Where the original Form identifies a specific return to work date, additional Forms will not be required during that period unless there is a change in the expected return date, and
  - (b) Claim Forms must be submitted within five (5) days of the requirement set out in (v) above.
  - (c) 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
  - (d) 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 or injury, the Department head may demand a medical note for one day of absence which shall be provided to Return to Work Services/Work Accommodation Services
  - (vii) An Employee whose non-occupational illness or injury extends to fifteen (15) consecutive working days and a return to work date was not identified on the original form, shall, on the fifteenth (15<sup>th</sup>) 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 medical note pursuant to Regulation (iv) or Regulation (v) or Regulation (vi) or Regulation (vii) shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
5. The Head of a Department is responsible for reporting to Return to Work all cases of non-occupational illness or injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.

6. Director, Employee Health & Labour Relations
  - (a) shall keep a record of all sick leave and accumulated credits and
  - (b) shall notify those responsible for Department payrolls, when an Employee is not, or has ceased to be eligible for sick leave benefits.
7. 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.

**B.) LONG TERM DISABILITY PLAN**

**1. ELIGIBILITY**

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

**2. EFFECTIVE DATE OF BENEFITS**

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

**3. LONG TERM DISABILITY BENEFIT**

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

**4. MONTHLY BENEFIT**

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

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

## **5. 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.

## **6. BENEFIT PERIOD**

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

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

## **7. DEFINITION OF TOTAL DISABILITY**

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

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

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

### 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.

**8. REHABILITATIVE EMPLOYMENT**

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

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

**9. WAIVER OF PREMIUM**

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

**10. TERMINATION OF EMPLOYMENT**

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

**11. EXCEPTIONS AND LIMITATIONS**

Benefits are not payable for the following:

- (i) A disability where you are not under continuing medical supervision and treatment;
- (ii) A disability caused by intentionally self-inflicted injuries or illness while sane, or self-inflicted injuries or illness while insane;
- (iii) A disability resulting from insurrection, war, service in the Armed Forces of any country, or participation in a riot;
- (iv) Pregnancy related disabilities during any period you are on pregnancy leave of absence to which you are entitled under applicable Provincial statutes or mutually agreed to by you and the City/Region;
- (v) Alcoholism, drug addiction or any mental condition connected therewith, unless the insured person is under active treatment in, or certified as being actively supervised by a rehabilitation centre or Provincially designated institution;
- (vi) If your disability is due to a nervous, mental, psychological or emotional

disorder, payments will not be made unless you are under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

**12. COST OF THE PLAN**

The premiums will be paid in full by the Corporation/Region.

**13. TAXABILITY OF BENEFITS**

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

**14. CLAIMS**

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

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

**15. SICK LEAVE CREDITS**

- (i) 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.
- (ii) the terms of the existing Cumulative Sick Leave Allowances Plan shall remain in effect, except as modified by this Plan.
- (iii) 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.
- (iv) An Employee may elect to supplement a Workers' Compensation board award up to 100% of regular earnings.
- (v) 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 "B"

## The City Of Hamilton IUOE 772 - Income Protection Benefit (Short Term Disability and Functional Form)

1. Please complete in full and return to: **Return to Work Services, Human Resources, 71 Main Street West, Hamilton, ON L8P 4Y5**  
**Fax: 905-546-4174**

2. Any charge for completing this form is the Employee's responsibility.

**PART 1 EMPLOYEE STATEMENT - TO BE COMPLETED BY EMPLOYEE PRIOR TO SUBMITTING TO PHYSICIAN (Please PRINT)**

Name:	Department:	Employee No:
Phone:	Email:	
Start of Present Absence: (day/month/year)	Occupation/Title:	

**Employee Authorization:** The above information is accurate to the best of my knowledge, and I hereby authorize my physician to exchange the following and subsequent information to and or from Return to Work Services, Human Resources in respect to my claim for short term disability benefits and to assist in my participation in a RTW Program. A copy of this consent shall be considered valid authorization throughout the duration of my claim and during participation in a return to work program. I further agree to the recovery of sick benefits received in the amount of 20% per pay cheque if it is found that the information provided does not support an absence from work.

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

**PART 2 ATTENDING PHYSICIAN'S STATEMENT - TO BE COMPLETED BY PHYSICIAN (incomplete information will result in the Employee being non-paid) (Please PRINT)**

1. Nature of illness or injury:  
 When did illness/injury initially occur? (date) \_\_\_\_\_

2. Is condition due to injury or sickness arising out of patient's employment:  No  Unknown  Yes If Yes, has WSIB been notified?  Yes  No

3. a) Date of 1<sup>st</sup> examination / assessment during present period of absence from work: (date) \_\_\_\_\_  
 b) Date of latest examination during present period of absence from work: (date) \_\_\_\_\_

4. a) Have you actively supervised this patient's care during the full period of absence?  
 No, please provide reasons in remarks area  
 Yes, state frequency of visits  Weekly  Bi Weekly  Monthly  Other (specify) \_\_\_\_\_  
 b) Next scheduled appointment: (date) \_\_\_\_\_  
 Remarks: \_\_\_\_\_

5. For Hospitalizations please give: Date of in-patient admission (date) \_\_\_\_\_ Date of discharge (date) \_\_\_\_\_

6. Has there been a referral to a Specialist? (give name(s) of physician) \_\_\_\_\_

7. Nature of treatment:  Medication  Surgery  Physical Rehabilitation  Counselling  
 Please give details of the treatment plan and frequency of treatments: \_\_\_\_\_  
 If no treatment, please explain: \_\_\_\_\_

**8. The City of Hamilton has a proactive modified work /work accommodation policy. Even though your patient may not be able to return to their own job, suitable modified or accommodated work will be provided. The information you provide will be used to develop a full return to work plan for your patient up to and including a return to regular duties. Please complete the applicable options:**

- is/was fit to work without restrictions on: \_\_\_\_\_ (date)
- is/was fit to work with the following medical restrictions on: \_\_\_\_\_ (date) Duration: \_\_\_\_\_ **Complete Restrictions Below**
- is unfit to work. Prognosis for  Full recovery \_\_\_\_\_ (date) or  Possible return to modified duties: \_\_\_\_\_ (date)

**Physical Restrictions:** The following chart provides an outline of accepted practice physical demand levels. Please select the level that best meets your patient's current ability for Lifting – Carrying – Pushing/ Pulling (force weight for pushing/pulling). A RTW plan will be developed with the current ability as the starting point and progressing to meet the demands of their job at the end of the RTW plan.

	Physical Demands Level	Occasional 0 – 33% of workday	Frequent 34 – 66% of workday	Constant 67 – 100% of workday
<input type="checkbox"/>	Very Heavy	Over 100 lbs	Over 50 lbs	Over 20 lbs
<input type="checkbox"/>	Heavy	100 lbs	50 lbs	20 lbs
<input type="checkbox"/>	Medium	50 lbs	20 lbs	10 lbs
<input type="checkbox"/>	Light	20 lbs	10 lbs	10 lbs
<input type="checkbox"/>	Sedentary	10 lbs	Negligible	negligible

**Provide detail of limitation, eg. Time or number of steps etc.**

- Prolonged Sitting: \_\_\_\_\_
- Stair Climbing: \_\_\_\_\_
- Work at heights /reaching \_\_\_\_\_
- Prolonged standing \_\_\_\_\_
- Kneeling: \_\_\_\_\_
- Other: \_\_\_\_\_
- Walking: \_\_\_\_\_
- Ladder Climbing: \_\_\_\_\_
- Bending: \_\_\_\_\_
- Repetitive movements \_\_\_\_\_

**Cognitive/Psychosocial Restrictions**  Not applicable; If required please complete:

- Analyze and reason:  unable  able  able with limitations – detail \_\_\_\_\_
- Sustain concentration  unable  able  able with limitations – detail \_\_\_\_\_
- Interact with others:  unable  able  able with limitations – detail \_\_\_\_\_
- Perform multiple tasks  unable  able  able with limitations – detail \_\_\_\_\_
- Other: \_\_\_\_\_

**Additional Comments:**

Name of Attending Physician (please print)	Speciality	Telephone No.
		Fax No.
Address (number, street, city, province, postal code)		
Signature	Date of examination (day/month/year)	

# **APPENDIX “C”**

## **SUMMARY OF BENEFITS**

**CITY OF HAMILTON**

**I.U.O.E. – ACTIVE**

**GROUP NUMBER: 65007**

**ISSUED: June, 2003**

You can contact Manulife  
Financial at  
1-800-268-6195  
Or visit our website at:  
<https://www.manulife.ca/personal.html>

## **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.

## **SUMMARY OF BENEFITS**

### **Benefits Underwritten By Manulife Financial**

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

#### **ELIGIBLE EMPLOYEES**

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

#### **ELIGIBLE DEPENDENTS**

Dependents (if applicable) include:

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

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

## **CHANGES IN BENEFIT COVERAGE**

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

Should be directed to the Human Resources Benefit Section.

## **INQUIRIES ON BENEFIT COVERAGE**

For details of your plan, contact the Benefit Section of the Human Resources or Manulife Financial.

## **HEALTH BENEFITS**

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

Deductible – Nil.  
100% reimbursement of eligible charges.

#### **Prescription Drugs**

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

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

#### **Private Nursing Maximum**

Maximum amount allowable - \$25,000 per year up to a lifetime maximum of \$100,000

#### **Paramedical Services** – maximum amount allowed:

- a) Clinical Psychologist, Psychiatrist, Registered Psychotherapist, Social worker (MSW)  
Maximum of 2 visits per calendar month  
Maximum amount allowable - \$300 per person per calendar year
- b) Registered Masseur:  
per treatment - up to \$30  
Maximum number of treatments - 12 per person per calendar year
- c) Speech Pathologist:  
Maximum amount allowable - \$200 per person per calendar year
- d) Chiropractor:  
Maximum amount allowable - \$300 per person per calendar year

#### **Hearing Aids**

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

#### **Vision**

Deductible – Nil.  
100% reimbursement up to a maximum of \$350 (inclusive of an eye exam) per 24



consecutive months.

**Plus**

A maximum of \$250 per 24 consecutive months for contact lenses required to correct visual acuity to 20/40.

**EHB Overall Maximum – Unlimited**

**DENTAL BENEFITS**

**Deductible – Nil.**

**Co-payment:**

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

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

**Maximums:**

**Basic Services – Unlimited.**

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

**Orthodontic Services – Lifetime maximum of \$1,500** per dependent child

**Fee Guide – Current Ontario Dental Association Fee Guide for General Practitioners.**

**Note:**

A calendar year is January 1, to December 31.

**TERMINATION OF BENEFITS**

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

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

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

A former employee who:

- a) was enrolled in Extended Health Care, Dental Care and Life Insurance

coverage immediately preceding retirement, and,

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

is eligible for the following benefits,

Extended Medical Plan  
Dental Plan  
Vision Plan

Subject to the conditions that,

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

This coverage will cease on the earliest of:

- (a) the date of your normal retirement date, death, change in classification;
- (b) the termination date of the Group Contract.

## **EXTENSION OF COVERAGE – DISABILITY EXTENDED HEALTH BENEFITS**

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

## **CLAIMING BENEFITS**

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

In cases where your group benefit plan permits direct payments to providers, you

may wish to assign benefits to the provider of the service (e.g. pharmacist, dentist, optician). If assignment is acceptable to the provider, present your Identification Certificate and the provider will bill Manulife Financial directly. No claim forms are necessary.

### **Direct Claims Submission**

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

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

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

### **COORDINATION OF BENEFITS**

Your Manulife 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 leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 60 days of leaving the group.

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

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

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

benefit.

## GENERAL INFORMATION

- No medical examination is required.
- Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Manulife Financial from the date of the last service provided.
- Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental care as a result of an accident.

## BENEFITS

1. **GENERIC DRUGS** – Formulary Three: Drugs purchased on the prescription of a medical doctor or dentist, which a pharmacist would not normally dispense without a prescription, including injected allergy sera and insulin, needles, syringes and test-tape for use by diabetics. Smoking cessation aids (transdermal patches and nicotine gum only) are limited to \$300 per person, once only. Drugs not approved for legal sale to the general public in Canada are not eligible. The name, strength and quantity of the drug must be shown on all receipts. Benefits are not payable for vitamins or vitamins preparations or drugs not approved for legal sale to the general public in Canada. The name, strength and quantity of the drug must be shown on all receipts.

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

2. **PRIVATE NURSING:** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN) or Registered Practical Nurse (RPN); \$25,000 per year up to a lifetime maximum of \$100,000 per covered person, when such services are provided in the home by a Nurse who is registered in the jurisdiction in which the services are performed and is not a relative of the patient. The attending physician must certify nursing services are medically necessary. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

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

3. **PHYSIOTHERAPY:** Charges for the services of a licensed or registered physiotherapist who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of his/her services, limited to a maximum of \$850 per person in a calendar year. Services must be authorized in writing

by the patient's attending physician with diagnosis. All questionnaires must be completed if requested by insurance provider at no cost to the employee. Initial assessments are not covered.

4. **DIAGNOSTIC SERVICE:** Diagnostic services performed in a hospital or licensed medical laboratory.
5. **ACCIDENTAL DENTAL:** Dental care for natural teeth, necessitated by a direct accidental low to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Payment will be made up to the fees set out in the Ontario Dental Association suggested Fee Guide for General Practitioners in effect on the date of treatment. The replacement of natural teeth will be limited to \$500 per accident.

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

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

6. **PROSTHETIC APPLICANCES:** 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, braced (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), ostomy supplies (where a surgical stoma exists) and corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery). Surgical stockings to a maximum of \$400 per calendar year. Custom-made orthopedic boots or shoes, adjustments to stock item footwear and custom molded foot orthoses (Orthotics) are subject to a combined maximum of \$500 per person per calendar year.

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

7. **HEARING AIDS:** Payment will be made towards the purchase of a hearing aid when prescribed by a licensed physician or hearing specialist. Eligible charges include the cost of repairs and batteries. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for ear examinations or tests.
8. **VISION:** Payment will be made towards the purchase of new or replacement eyeglasses or contact lenses for you or an eligible dependent, when prescribed by your doctor, ophthalmologist or optometrist. Charges to repair existing frames or lenses are also covered. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for the cost of eye examinations, industrial safety glasses, or expenses covered by the Workers' Compensation Board or any government plan.
9. **DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs.
10. **MEDICAL SERVICES AND SUPPLIES:** Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.
11. **AMBULANCE:** Licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).
12. **PARAMEDICAL SERVICES:** Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:
  - a) Clinical Psychologist
  - b) Registered Massage Therapist – when the patient's attending physician authorizes in writing that such treatment is necessary;
  - c) Speech Pathologists – when the patient's attending physician or dentist authorizes in writing that such treatment is necessary;
  - d) Chiropractor – benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.
13. **EMERGENCY TREATMENT – OUT OF PROVINCE:** Payment will be made for the following reasonable and customary charges incurred for emergency treatment which occurs within the first 60 days while traveling, and which are in excess of the provincial health plan allowance:
  - a) room and board in a licensed hospital up to ward level
  - b) hospital services and supplies

- c) diagnosis and treatment by a physician or surgeon

## **LIMITATIONS**

Extended Health Benefits are not payable for:

- a) Services normally paid through any provincial hospital plan, any provincial medical plan Workers' Compensation Board, other government agencies or any other source.
- b) Services provided in a chronic care or psychiatric hospital, chronic unit of a general hospital, health spa, or when a patient is confined to a nursing home of home for the aged and receives Ontario government assistance.
- c) Dental care (except as outlined under "Benefits").
- d) Rest cures, travel for health reasons, insurance examination or services or supplies for cosmetic purposes.
- e) Charges for hospital accommodation.

## **DENTAL BENEFITS**

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

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

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

### **BENEFITS**

#### **BASIC SERVICES**

**Examinations** – includes complete and recall oral examinations once every 6 months for persons up to and including age 12 and once every 9 months for persons over the age of 12.

**Consultations** – with patient or with a member of the profession

**Radiographs** – includes complete series intra oral films once every 24 months, and bitewing films once every 6 months for persons up to and including age 12 and once every 9 months for persons over age 12. Panoramic films once every 9 months.

**Diagnostic Services** – includes bacteriologic tests, biopsy and cytological tests

**Preventative Services** – space maintainers (for dependent children); pit and fissure sealants; scaling; fluoride treatment; polishing (one unit of once every 6 months for persons up to and including age 12 and one unit of time every 9 months for persons over age 12). Preventative recall packages are provided once every 6 months for persons up to and including age 12 and once every 9 months for persons over age 12: Oral hygiene instruction and reinstruction once every 9 months.

#### **Fillings**

**Extractions** – includes root extractions

#### **Anaesthesia**



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

**Periodontic Services** – includes periodontal surgery, root planning and occlusal equilibration

**Denture Repairs, Adjustments, relining/Rebasing**

**Surgical Services** – includes surgical incision/excision and frenectomy

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

## **MAJOR SERVICES**

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

**Restorative Services** – includes post/core, crowns, inlays/onlays

**Fixed Prosthodontic Services** – (once every 5 years) – includes bridgework

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

## **ORTHODONTIC SERVICES (for dependent children to age 18)**

**Orthodontic Services** – includes observation, adjustments, orthodontic appliance and major orthodontic treatment.

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

### **Orthodontic Treatment**

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

## **PREDETERMINATION OF BENEFITS AND ALTERNATE BENEFIT PROVISION –**

Crowns, Bridgework, Dentures

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

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

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

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

- Services or supplies not listed under Benefits.
- Services or supplies for cosmetic purposes.
- Charges for procedures or appliances connected with implants.
- Services or supplies related to Temporomandibular Joint Problems.
- Charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- Charges incurred as a result of self-inflicted injury.

- Charges incurred while committing, or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed.
- Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.
- Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown on your Identification Certificate.
- Services or supplies covered by any government plan.
- Services completed after termination of coverage.

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 \_\_\_\_ day of March 2020.

For:  
THE CITY OF HAMILTON  
AND HAMILTON

For:  
THE CIVIC EMPLOYEES

OPERATING ENGINEERS,  
LOCAL 772, A F.L – C.I.O.,  
C.L.C

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