Memorandum of Settlement

Between:

The Corporation of the City of Hamilton
Hereinafter referred to as “the Employer”

And

The Canadian Union of Public Employees
Local 1041
Hereinafter referred to as “the Union”

1. The parties herein agree to the terms of this memorandum as constituting a full settlement of all issues in dispute.

2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all the terms of this memorandum to their respective principals.

3. The parties herein agree that the term of the agreement shall be from January 1, 2008 to December 31, 2010.

4. The parties herein agree that the said agreement shall include the terms of the previous collective agreement which expired on December 31, 2007 and the following amendments are incorporated:

   1. All matters previously agreed by the parties as attached.

   2. Schedule “A” Wages: amend the wage rates by adding the following wage increases to all rates:
      - Retroactive to January 1, 2008 - 3.0% General Wage Increase
      - Effective January 1, 2009 – 2.5% General Wage Increase
      - Effective January 1, 2010 – 3.0% General Wage Increase

   3. Unless otherwise specified, all amendments as attached will be implemented upon ratification of both parties.

Dated as Hamilton this 14th day of December 2008

For the Employer

[Signature]

For the Union

[Signature]
Wages – Schedule “A”

January 1, 2008 – 3% General Wage Increase
- 4.56% - Additional General Wage increase for the 70 (approx) effected employees. Those effected employees who reach the top step of the single hourly rate will not receive the additional increases. (retroactively)

January 1, 2009 – 2.5% General Wage Increase
- 4.56% - Additional General Wage increase for the 70 (approx) effected employees. Those effected employees who reach the top step of the single hourly rate will not receive the additional increases.

January 1, 2010 – 3% General Wage Increase
- 4.56% - Additional General Wage increase for the 70 (approx) effected employees. Those effected employees who reach the top step of the single hourly rate will not receive the additional increases.

*Employer agrees to maintain a 10% wage differential between the top step of CUPE 1041 and the top step of their closest subordinate as determined by the Employer. (Effective January 1, 2010)

The Parties Agree to the above,

Signed this 4th day of December 2008.

For the City:

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

The Parties Agree to the above,

Signed this 30th day of October 2008.

For the City: 

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

The Parties Agree to the above article,

Signed this 17th day of September 2008.

For the City:

For the Union:

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

The Parties Agree to the above article,

Signed this 17th day of September 2008.

For the City: ________________________________

____________________________

For the Union: ________________________________

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

The Parties Agree to the above,

Signed this 30th day of October 2008.

For the City: 

For the Union:

Mary Crowell

[Signatures]
**Effective January 1, 2009**

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

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

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

(b) Notwithstanding the schedule of vacation leave above noted, an Employee, who has been granted and taken vacation leave and terminates his/her employment with the Employer before the anniversary date when the Employee commenced work, shall have the unearned portion of vacation leave deducted from his/her termination pay as per Article 6.

(c) During the first year of employment, Employees will, upon request, be automatically granted one (1) week of leave of absence without pay following completion of his/her probationary period and at a time suitable to the Department Head. To qualify for this leave, the Employee must have completed his/her probationary period during the first year and no part of this leave may be carried forward into the next year.

The Parties Agree to the above,
Signed this 4th day of December 2008.

For the City:  

For the Union:  

\[ Signatures \]
5.5 Employees shall, when practicable, be granted the vacation period preferred by the Employee. Preference in choice of vacation dates shall be given to senior Employees provided that the efficiency of operations of the Employer is not unduly interrupted thereby. Vacation schedules shall be arranged and posted at least two (2) months **sixty (60) calendar days** before the vacation period commences. Vacations shall commence at the beginning of a calendar week unless the demands of the operations of work of the Employer make this impossible.

The Parties Agree to the above articles,

Signed this 10\textsuperscript{th} day of September 2008.

For the City: 

\[ \text{Signature} \]

For the Union:

\[ \text{Signature} \]
5.6 All vacations granted in any year shall be determined on the basis of the aggregate credited service of the employee and such service is to include any period or periods of paid absence due to sickness (certified by a medical practitioner), accident while on duty, maternity/parental leave or leave of absence for Union business. All other periods of absence, other than those noted above, will reduce an employee's vacation entitlement in the same proportion as the factor by which the period of absence relates to the full calendar year. **When the period of absence is as a result of disciplining action, no deductions will be made until final settlement is reached through the grievance.**

The Union Agrees to delete the above proposal.

Signed this 10th day of September 2008.

For the Union:

[Signature]

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

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

The Parties Agree to the above articles,

Signed this 10th day of September 2008.

For the City: For the Union:

[Signatures]

Mary Cornell

[Signatures]
The Parties Agree to the above article,

Signed this 29th day of October 2008.

For the City:  

For the Union:  

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

(a) Full time employees who would otherwise qualify for full benefits will receive:

(i) in respect of any regular OMERS contributions that the employee is permitted or required to make and does make, the employer's corresponding contribution;

(ii) subject to paragraph (c), prescription drug benefits for drugs other than those ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto;

(iii) Extended Health Benefits (other than for prescription drugs), Dental Benefits and STD benefits; and

(iv) a non-taxable death benefit in the amount of $10,000.00, payable to the employee's estate or designate in the event the employee dies prior to termination or retirement.

(b) Full time employees who would otherwise qualify for full benefits will not receive:

(i) other than the above-mentioned STD and death benefits, any form of life, dismemberment or disability insurance that would otherwise be provided or made available, including, without limitation, Long Term Disability benefits, Basic Life Insurance, Optional Life Insurance, Dependants' Life Insurance and Accidental Death and Dismemberment benefits; and

(ii) subject to paragraph (c), prescription drug benefits for drugs ordinarily covered by the Ontario Drug Benefit Plan or any successor thereto.

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

The Parties Agree to the above article,

Signed this 29th day of October 2008.

For the City: 

For the Union: Mary Crowell
8.8 (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 "D".

(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 one (1)-week seven (7) calendar days, not including statutory holidays and such other holidays as may be proclaimed or declared by law and recognized by the Employer, from the date the Employee's obligation to provide documentary verification for their absence first arose under the Regulations of Appendix "B".

The Parties Agree to the above article,

Signed this 29th day of October 2008.

For the City:  

[Signature]

For the Union:  

[Signature]
9.1 (a) All temporary and permanent positions within the bargaining unit, shall be posted for seven (7) calendar days. And the successful applicant be physically placed in the position within sixty (60) calendar days of the initial posting. In so far as it is practicable to do so the vacancy will be filled within sixty (60) calendar days of the end of the posting period.

The Parties Agree to the above article,

Signed this 17th day of September 2008.

For the City: 

[Signature]

For the Union:

[Signature]
9.2 When filling vacancies in the bargaining unit in a higher or lower classification, the applicant shall be awarded the promotion subject to the following:

(a) Both parties recognize:

(i) The principle of promotion within the service of the Employer.

(ii) That job opportunities should increase in proportion to length of service.

(iii) That skill and experience acquired on the job are factors to be considered when assessing the knowledge, qualifications, efficiency and ability of an applicant to do the work of the job.

(b) In promotions and demotions, the following factors should be considered:

(i) seniority

(ii) knowledge, qualifications, efficiency and ability to do the work of the job

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

First consideration will be given to internal applicants within the bargaining unit. In the event that the General Manager of Human Resources and the Department Head concerned believe that there may not be Employees within the Civic Service with the qualifications required, the position may be advertised internally and externally simultaneously.

In the event that within six (6) months of a vacancy being filled, the same vacancy occurs, an offer will be made to the next available employee on the successful applicant list.

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

The provisions of this clause shall not apply to transfers which are defined as a lateral move within a job classification. Transfer requests are subject to the provisions of Article 9.13.

The Parties Agree to the above article,

Signed this 29th day of October 2008.

For the City: [Signature]

For the Union: [Signature]
9.6 If an Employee is promoted or appointed to a position, whether included in, or excluded from the scope of this Agreement, and within sixty-(60) working eighty-four (84) calendar days proves unsatisfactory in his/her new position, or if the Employee requests, in writing, he/she shall be returned to his/her former position without loss of seniority or wage rate.

In the event of a temporary transfer to a position outside the bargaining unit, the Employee shall retain seniority within this bargaining unit for a period of up to thirty-(30) twenty-four (24) months. During this thirty-(30) twenty-four (24) month period the Employee shall pay union dues to both units, as may be applicable. The Employee shall have the right to return to his/her former position in the bargaining unit at any time during the thirty (30) twenty-four (24) month period with full seniority. Thereafter the Employee's seniority within this unit will cease.

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

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

The Parties Agree to the above article,

Signed this 29th day of October 2008.

For the City:

For the Union:

[Signatures]
In the matter of lay-off and rehire the following factors shall be considered:

(a) The seniority of the Employees involved.

(b) Efficient operation of the services involved.

(c) Knowledge, qualifications and ability of the senior Employee involved.

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

The Employer Agrees to delete to above proposal

Signed this 10th day of September 2008.

For the Union:

[Signature]

[Signature]
9.7 In the matter of lay-off and rehire the seniority of the Employee involved shall be the determining factor. The following factors shall be considered:

(a) The seniority of the Employees involved.

(b) Efficient operation of the services involved.

(c) Ability of the senior Employee involved.

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

The Union agrees to delete the above proposal.

Signed this 10th day of September 2008.

For the Union:

[Signature]

Mary Crowell
9.8 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.

The Union Agrees to delete to above proposal

Signed this 10th day of September 2008.

For the Union:

Mary Cromwell

__________________________
9.9 The Employer will endeavour to give as much provide twenty-one (21) calendar days notice as possible to the Employees affected.

The Parties Agree to the above article,

Signed this 17th day of September 2008.

For the City: 

[Signature]

For the Union: 

[Signature]

[Signature]
9.10 The Employer agrees that within a period of thirty (30) calendar days of the posting by it of a new position or classification, a job description for the said position or classification is to be delivered to the Union and which job description shall form and shall be deemed to form a part of this agreement unless the Union objects to any or all of the said job descriptions within a period of thirty (30) calendar days after receipt thereof in which event the said objection is subject to the provisions of Articles 11 and 12 of this agreement except that it is to be processed commencing with step two (2) of the grievance procedure set forth in Article 11.

The Parties Agree to the above article,

Signed this 25th day of July 2008.

For the City:  

For the Union:

[Signatures]
Where an employee is temporarily assigned a higher classified position whether included or excluded from the bargaining unit, they will be paid at the first (1st) step of the temporary assigned classification or 4% five (5%) percent of their current base wage rate above their subordinate, whichever is higher. Such wage rate increases are only applicable for a temporary assignment beyond a minimum of five (5) working seven (7) calendar days. Five (5) consecutive shifts, at which point, the Employee will receive the wage rate increase as stated above for all hours worked during that temporary assignment.

For EMS Supervisors, such wage rate increases are applicable after one (1) full shift, at which point, the Employee will receive the wage rate increase as stated above for all hours worked during that temporary assignment.

The Parties Agree to the above,

Signed this 4th day of December 2008.

For the City:

[Signature]

For the Union:

[Signature]
9.13 An Employee may fill a temporary position created as a result of one of the following conditions:

(a) Maternity/Parental Leave The term of the temporary posting shall be for the term of the illness or maternity/parental leave but shall not exceed twelve (12) continuous months.

(b) Projects with a definite term or task The term of the temporary posting for projects with a definite term or task shall not exceed eighteen (18) months.

(c) Leave of Absence The term of the temporary posting for leave of absence shall not exceed twelve (12) months.

(d) Illness The term of the temporary posting for leave of absence shall not exceed thirty (30) twenty-four (24) continuous months.

*Status Quo for the remainder of this article

The Parties Agree to the above article,
Signed this 29th day of October 2008.

For the City:

For the Union:

[Signatures]
9.14 EXTERNAL HIRES TO TEMPORARY POSITIONS

(a) Temporary positions filled as a result of vacancies as set out in 9.12 may be awarded to external hires in the event no qualified regular Employee is awarded the position.

(b) Any external hire employed on a temporary posting shall be covered by the terms of this agreement except that they shall not accumulate seniority unless subsequently employed as a regular Employee.

(c) An external hire employed in a temporary posting in excess of the time periods set out in Article 9.12 above shall automatically become a member of the bargaining unit and shall be entitled to full rights of the collective agreement unless a mutually agreed extension is confirmed in writing by the parties.

(d) The cessation or expiry of a posting in which an external hire is employed shall not be the subject of any grievance (i.e. individual, group, policy or otherwise) and shall not be subject to any of the requirements, restrictions or obligations under the Collective Agreement including provisions respecting layoff, termination, dismissal or reduction of hours unless triggered by (c) above.

(e) In the event that an external hire becomes a bargaining unit Employee the Employee will be credited with seniority for their time worked in the CUPE 1041 bargaining unit position.

The Parties Agree to the above article,

Signed this 17th day of September 2008.

For the City: ___________________________  For the Union: ___________________________

_____________________________  ______________________________

_____________________________  ______________________________
Upon the date of ratification of the Collective Agreement, seniority within CUPE 1041 shall be determined alphabetically by surname when two (2) or more employees start date within the bargaining unit is the same.

The Parties Agree to the above article,

Signed this 17th day of September 2008.

For the City:  

[Signature]

For the Union:  

[Signature]
11.3 Notwithstanding 11.1 above, for the purposes of vacation entitlement an Employee's length of service shall commence and accumulate from the date on which he/she entered the service of the Employer.

For greater clarity, all employees within this bargaining unit will have "Bargaining Unit Seniority" for the purposes of layoff and promotion based on the date they became a Frontline Supervisor. Time spent in any classification that does not fall within this bargaining unit will not count towards seniority.

The Parties Agree to the above article,

Signed this 25th day of July 2008.

For the City: 

For the Union: 

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

The Parties Agree to the above article,

Signed this 25th day of July 2008.

For the City: 

[Signature]

For the Union:

[Signature]
LOSS OF SENIORITY

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

11.6—(a) (i) dismissal for just cause, or

(ii) voluntary resignation in writing, or

(iii) failure to report for work within a period of two (2) working four (4) calendar days after confirmation of recall and further five (5)-working seven (7) calendar days after sending a telegram of notice by registered mail to return to work; or

(iv) absence without leave, or

(v) lay off extending continuously for a period of ten (10) months.

The Parties Agree to the above article,

Signed this 25th day of July 2008.

For the City:

For the Union:
11.8 New

The Union will be notified of all new Employees, their start date, department, Employee number, position title and classification. In addition, the Employer will notify the Union upon an Employee's successful completion of their probationary period.

The Parties Agree to the above articles,

Signed this 10th day of September 2008.

For the City: For the Union:

[Signatures]
12.3 STEP ONE: The Union shall submit a written grievance to the Director of Labour Relations Department Head/Director or designate within ten (10) working fourteen (14) calendar days of an issue being identified.

The Director of Labour Relations or their designate The Department Head/Director or designate shall, where practicable, meet with the Grievance Committee, the grievor, and the Steward if necessary, within fifteen (15) working twenty-one (21) calendar days of the receipt of the grievance.

The Director of Labour Relations or their designate The Department Head/Director or designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10) working fourteen (14) calendar days of the above meeting. In the event the Director of Labour Relations Department Head/Director, or their designate, denies the grievance, they shall state the reasons in writing.

The Parties Agree to the above article,

Signed this 17th day of September 2008.

For the City:  

For the Union:  

___________________________________________  

___________________________________________
12.4 STEP TWO: Failing a satisfactory resolution at Step One the Union may re-submit the grievance to the Director of Labour Relations within ten (10) working fourteen (14) calendar days or upon receipt of the Employers official response to the grievance.

The Director of Labour Relations or their designate shall, where practicable, meet with the Grievance Committee, the grievor, and the Steward if necessary, within fifteen (15)-working twenty-one (21) calendar days.

The Director of Labour Relations or their designate will issue a response in writing to the Chairperson of the Grievance Committee within ten (10)-working fourteen (14) calendar days of the above meeting. In the event the Director of Labour Relations, or their designate, denies the grievance, they shall state the reasons in writing.

The Parties Agree to the above article,

Signed this 17th day of September 2008.

For the City: ___________________________

______________________

For the Union: __________________________

______________________
12.5 At the discretion of the Union, grievances shall proceed immediately to the second step of the grievance procedure when the dispute involves:

12.5 (a) When the dispute involves:

(i) a question of general application of or interpretation of the provisions of this agreement, or

(ii) a group of Employees, or

(iii) the suspension or dismissal of any Employee or group of Employees, or

(iv) grievances concerning discrimination, harassment, termination, lay offs, and recalls. shall proceed immediately to the second step of the grievance procedure at the discretion of the Union.

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

TBN No grievance shall be filed as a result of the Joint Job Evaluation Committee's inability to reach an agreement. Such dispute will be dealt with in the Job Evaluation Manual of Procedures.

(b) When the dispute is a result of the inability of the Joint Job Evaluation Committee to reach an agreement;

A grievance may be submitted by the Union to the Director of Labour Relations, or their designate, at Step Two;

(i) within thirty (30) calendar days following receipt of the copy of the installed job description and rating or;

(ii) within thirty (30) calendar days of notification of there being no agreement on an appeal;

Such grievance shall state the Union's particular reasons for disagreeing with the job description and/or rating of the job and state what, in the Union's opinion, is the correct job description and/or rating level, the particular reasons for such a rating and the numerical points values of any disputed factors.
The time limits contained in sub-paragraphs (i) and (ii) above are strictly mandatory.

The Parties Agree to the above article,

Signed this 17th day of September 2008.

For the City:

[Signature]

For the Union:

[Signature]
12.9 An Employer grievance may be submitted by the Director of Labour Relations to the Union through its secretary, in writing, within ten (10) **fourteen (14) calendar** days from the time the circumstances upon which the grievance is based were known, or ought to have been known, by the Employer. A meeting between the Employer and the Union shall, where practicable, be held within fifteen (15) working **twenty-one (21) calendar** days of the submission of the written grievance and shall take place within the framework of Step No. 2 of Article 12.4 hereof. The Union shall give its written decision within ten (10) working **fourteen (14) calendar** days after such meeting has been held.

If the decision is unsatisfactory to the Employer, the grievance may be submitted to arbitration within fifteen (15) **twenty-one (21) calendar** days of delivery of such written decision and the arbitration sections of this Agreement shall be followed.

The Parties Agree to the above article,

Signed this 17\textsuperscript{th} day of September 2008.

For the City: 

\underline{[Signature]}

For the Union: 

\underline{[Signature]}
13. DISCIPLINE

*Move Article 13 – Discipline after Article 17 – Arbitration

The Parties Agree to the above article,

Signed this 25th day of July 2008.

For the City:  

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

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

The Parties Agree to the above article,

Signed this 29th day of October 2008.

For the City: 

[Signature]

For the Union:

[Signature]
13.3 Upon written request to the Director of Labour Relations, an Employee shall have access during regular working hours to their file retained in the Human Resources Centre. They shall have the right to request copies of any documentation contained therein and to respond in writing to any document contained therein. The Employee shall be subject to disciplinary measures should they remove any documents from such file. A Union representative may see an Employee's file with the Employee's written consent.

A reasonable fee for the aforementioned copies provided will be the responsibility of the Employee.

The Parties Agree to the above article,

Signed this 29th day of October 2008.

For the City: [Signature]

For the Union: [Signature]
13.4 NEW

During an investigation for the purpose of possible discipline by the Employer, an employee, at the Employer's option may remain at work or may be re-assigned duties or placed on leave of absence with pay, or on a leave of absence without pay if there are compelling reasons.

The Parties Agree to the above article,

Signed this 17th day of September 2008.

For the City:  

For the Union:  

________________________  

________________________

________________________  

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

The Parties Agree to the above article,

Signed this 17th day of September 2008.

For the City:

For the Union:

Mary G. Connell
15.—MEDIATION / ARBITRATION

15.1—Upon mutual consent, grievances may proceed through the grievance procedure to a single mediator/arbitrator for the purpose of resolving the grievance in an expeditious and informed manner.

The mediator/arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the mediator/arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the mediator/arbitrator may establish or limit the nature and extent and form of the evidence and may impose such conditions, as they consider appropriate. The mediator/arbitrator shall give a succinct decision within five-(5)-days after completing proceedings, unless the parties agree otherwise.

The Parties Agree to the above article,

Signed this 25th day of July 2008.

For the City:  

For the Union:
16.2 **SINGLE ARBITRATOR** - Either of the parties to this Agreement is, in such event, to notify the other party in writing of its desire to submit the matter in dispute to arbitration and if the recipient of the said notice and the party desiring the arbitration do not, within a period of ten (10) **fourteen (14) calendar** days after the receipt of the said notice agree upon a single arbitrator the appointment of the single arbitrator shall be made by the Minister of Labour for the Province of Ontario upon the request of either party.

The Parties Agree to the above article,

Signed this 25th day of July 2008.

For the City:

[Signature]

For the Union:

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

Where two (2) members are thus appointed they shall confer jointly in an endeavour to select a third member who shall be the Chairperson of the Board. If within ten (10) fourteen (14) calendar days the two members have not reached agreement the matter shall be referred to the Minister of Labour for the Province of Ontario who shall appoint a Chairperson.

The Parties Agree to the above article,

Signed this 25th day of July 2008.

For the City: 

[Signature]

For the Union: 

[Signature]
16.4 Where there is a single Arbitrator the Employer and the Union shall share equally the cost of the arbitration proceedings and the cost of the Arbitrator. Where there is a Board of Arbitration, each party shall bear equally the cost of its own Arbitrator Nominee and shall bear equally the cost of the Chairperson and the arbitration proceedings.

The Parties Agree to the above article,

Signed this 25th day of July 2008.

For the City: [Signature]

For the Union: [Signature]
17. INTEREST ARBITRATION CLAUSE (Interest Dispute)

17.1 If after bargaining in good faith for the renewal of this agreement, with or without modifications, either party becomes satisfied that an agreement cannot be reached, it will notify the other party in writing of its desire to submit the matters in dispute to arbitration. If the recipient of the said notice and the party desiring arbitration do not, within a period of ten (10) working fourteen (14) calendar days after receipt of the said notice, agree upon a single arbitrator the appointment of the single arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.

The Parties Agree to the above article,

Signed this 10th day of July 2008.

For the City:  For the Union:

[Signatures]
18.1—The probationary rate for new Employees shall be eighty-five per cent (85%) of the end rate of the wage grid, for the classification for which the Employee was hired, for the first one hundred and twenty (120) calendar days of employment.

Replace With:

18.1 A new Employee will be considered on probation until the Employee has completed one hundred and twenty (120) calendar days of employment.

The Parties Agree to the above,

Signed this 4th day of December 2008.

For the City:

For the Union:

[Signatures]

[Signatures]
18.4 The Employer reserves the right to grant to an Employee a single step merit increase within his/her salary classification grade on the employee’s anniversary date.

The Parties agree to the above article

Signed this 3rd day of December 2008.

For the City:  

For the Union:  

{Signatures}
18.6 RETROACTIVITY

The Employer will make every effort to ensure that all retroactive increases in wages, overtime payments and shift premiums are paid within forty-five (45) working sixty (60) calendar days of the ratification of the Memorandum of Settlement by both the parties to:

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

(b) each Employee who retired from their employment with the Employer between the expiry date of the immediately preceding Agreement and the date of the Memorandum of Settlement, and

(c) each Employee who terminated their employment between the expiry date of the immediately preceding Agreement and the date of the Memorandum of Settlement.

*moved as new paragraph

All cheques returned to the Employer due to failure of the terminated Employee to notify the Employer of a forwarding address shall be cancelled and shall only be reproduced at the request of such Employee within a period (no to exceed six (6) months following the ratification date of both parties and such Employee shall pay costs related to the cancelled cheque and production of the new cheque.

With respect to (b) and (c) above, former Employees who resign, terminate or retire prior to the signing of this agreement shall receive the base wage percentage increase exclusive of any specialty or premium pay increases.

The Parties Agree to the above article,

Signed this 26th day of July 2008.

For the City:  

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

(a) nature and degree of change,

(b) date or dates on which the Employer plans to effect the change, and

(c) location or locations involved.

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

The Parties Agree to the above article,

Signed this 25th day of July 2008.

For the City: 

[Signature]

For the Union:

[Signature]
21.1 Employees requesting time off for the purpose of attending Labour Conventions or other Union Business not connected with this agreement, shall be granted such time off without pay subject to the following conditions:

(a) number of Employees not to exceed five (5) for each period of leave, and

(b) maximum days not to exceed twenty (20) working days in any calendar year, and

(c) the number of Employees from any one department shall be limited to one (1) save and except that the Employer shall give consideration to a request by the Union that more than one (1) Employee from a department or sub-department in the case of large departments be permitted leave of absence, and

(d) the Union shall notify the Director of Labour Relations in writing of the names of Employees to be granted time off under the conditions as outlined in this Article not less than three (3) working four (4) calendar days before such leave is to be taken.

The Parties Agree to the above article,

Signed this 25th day of July 2008.

For the City: 

[Signature]

For the Union:

[Signature]
21.1 Employees requesting time off for the purpose of attending Labour Conventions or other Union Business not connected with this agreement, shall be granted such time off without pay subject to the following conditions:

(a) number of Employees not to exceed five (5) for each period of leave, and

(b) maximum days not to exceed twenty (20) working days in any calendar year, and

(c) the number of Employees from any one department shall be limited to one (1) save and except that the Employer shall give consideration to a request by the Union that more than one (1) Employee from a department or sub-department in the case of large departments be permitted leave of absence, and

(d) the Union shall notify the Director of Labour Relations in writing of the names of Employees to be granted time off under the conditions as outlined in this Article not less than four (4) calendar days before such leave is to be taken.

The Parties agree to the above article

Signed this 3rd day of December 2008.

For the City: ___________________________  For the Union: ___________________________

[Signatures]

[Signatures]
21.2 Leave of absence without loss of pay shall be granted an Employee as follows:

(a) Three (3) regularly scheduled consecutive working days bereavement leave for the following relatives:

- spouse, common-law spouse, child, parent, foster or adopted parent,
- grandparent, grandchild, brother or sister, parent-in-law, brother-in-law or sister-in-law.

An Employee shall be granted three (3) regularly scheduled consecutive work days bereavement leave, without loss of pay or benefits, on the death of a spouse, common-law spouse, same sex partner, a parent, step parent, adopted or foster parent of the employee or the employee's spouse, a child, step-child, or foster child of the employee or the employee's spouse, a grandparent, step grandparent, grandchild or step grandchild of the employee or of the employee's spouse, the spouse of a child, the employee's brother or sister, the employee's parent-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

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

Where the burial occurs outside the Province, reasonable traveling time up to five (5) working seven (7) calendar days without pay may be granted at the discretion of the Employee's Department Head.

In order to receive the paid leave provided for in this Clause, absence must result in loss of time and pay from a regular shift and the Employee must have worked the day before or the day after, provided that an Employee granted leave without pay for compassionate purposes within two (2)-weeks fourteen (14) calendar days prior to death shall not lose benefits under this Clause.

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

The Parties Agree to the above,

Signed this 4th day of December 2008.

For the City:

[Signature]

For the Union:

[Signature]
21.12 EMERGENCY LEAVE

An Employee is entitled to take a leave of absence without pay because of any of the following:

(a) A personal illness, injury or medical emergency.

(b) The death, illness, injury or medical emergency of an individual described in 3 (c) (i) to (vii) below.

(c) An urgent matter that concerns an individual described in (i) to (vii) below.

(i) The Employee's spouse or same sex partner.

(ii) A parent, stepparent or foster parent of the Employee or the Employee's spouse or same sex partner.

(iii) A child, stepchild or foster child of the Employee or the Employee's spouse or same sex partner.

(iv) A grandparent, step-grandparent, grandchild or step-grandchild of the Employee or the Employee's spouse or same sex partner.

(v) The spouse or same sex partner of a child of the Employee.

(vi) The Employee's brother or sister.

(vii) A relative of the Employee who is dependent on the Employee for care or assistance.

*Status Quo for the remainder of this article*

The Parties Agree to the above article,

Signed this 29th day of October 2008.

For the City: ____________________________

For the Union: ____________________________
22.3 Those Employees designated in Schedule “A” as entitled to “Overtime”, shall at the sole discretion of the Employer be compensated with lieu-time or payment for the first eighty (80) overtime hours worked in a calendar year.

An Employee may have the option of banking lieu time in excess of the eighty (80) hour maximum where the Department Director or designate deems it does not interfere with the operational requirements of the Department. Unused banked lieu time will be paid out by December 31 annually unless written approval has been provided to carry lieu time over.

The Parties Agree to the above,

Signed this 6th day of November 2008.

For the City: [Signature]

For the Union: [Signature]
22.4 Employees in the Culture and Recreation Department Division on flex time may be granted time off in lieu of overtime and shift differential to a maximum of five (5) working days in any calendar year, which may be taken off at a time mutually agreed upon by the Employee and the Department Head, taking into account the operational requirement of the section in which the Employee works.

The Parties Agree to the above,

Signed this 3rd day of December 2008.

For the City:

[Signature]

For the Union:

[Signature]
24.1 Stand-by duty shall be provided by bargaining unit Employees as determined by an authorized official of the Employer.

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

   (i) Monday to Thursday – no remuneration;
   (ii) Friday -three (3) hours pay at his/her standard hourly rate;
   (iii) Saturday, Sunday and Statutory or Proclaimed Holidays -six (6) hours pay at his/her standard hourly rate

Stand-by duty shall be equitably distributed among the qualified Employees in each Department.

(b) Employees designated by the Employer to be on stand-by duty in the Water/Wastewater Division, Recreation and Culture Divisions, Forestry and Traffic Sections will be paid in accordance with the following;

   (i) Monday to Friday - three (3) hours pay per day at their standard hourly rate;
   (ii) Saturday, Sunday and Statutory or Proclaimed Holidays – six (6) hours pay per day at their standard hourly rate.

Stand-by duty shall be equitably distributed among the qualified Employees in each Department.

(c) Employees designated by the Employer to be on stand-by duty in the Operations and Maintenance Division during Winter Operations will be paid in accordance with the following;

   (i) Monday to Thursday - one (1) hour pay per day at their standard hourly rate when there is a night shift. Three (3) hours of pay will be paid when there is not a night shift;
   (ii) Friday - three (3) hours pay at their standard hourly rate;
   (iii) Saturday, Sunday and Statutory or Proclaimed Holidays - six (6) hours pay at their standard hourly rate.

(d) Employees designated by the Employer to be on stand-by duty in the Traffic Division will be paid in accordance with the following;
The Parties Agree to the above,

Signed this 4th day of December 2008.

For the City:

For the Union:

(i) Monday to Thursday—two (2) hours pay per day at their standard hourly rate;

(ii) Friday—two (2) hours pay at their standard hourly rate;

(iii) Saturday, Sunday and Statutory or Proclaimed Holidays—six (6) hours pay at their standard hourly rate;

(e) Employees classified as "Facilities Supervisors" designated by the Employer to be on Stand-by duty in Facilities will be paid in accordance with the following;

(i) Monday to Friday—three (3) hours pay per day at their standard hourly rate;

(ii) Saturday, Sunday and Statutory or Proclaimed Holidays—six (6) hours pay at their standard hourly rate.

Stand-by duty shall be equitably distributed among the qualified employees in each Department.

The Parties Agree to the above,

Signed this 4th day of December 2008.
EMS Operation and Water/Wastewater Treatment Facility Supervisors are excluded from this article and governed by their respective agreements which are attached hereto.

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

The Parties Agree to the above,

Signed this 6th day of November 2008.

For the City:

[Signature]

For the Union:

[Signature]
25.3 Afternoon Shift - Seventy-five cents ($ .75) Eighty-five ($0.85) cents per hour for all hours worked.

(The afternoon shift is described as a shift in which the majority of hours worked are worked between 3:00 p.m. and 12:00 midnight).

The Parties Agree to the above,

Signed this 4th day of December 2008.

For the City:

For the Union:
25.4 Night Shift - Seventy-five cents ($0.75) **One ($1.00) dollar** per hour for all hours worked.

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

In the event that the Employer requires changes in starting and stopping times, the Employer agrees to give the Union notice of not less than two (2) working days. This applies to all shifts.

The Parties Agree to the above,

Signed this 4th day of December 2008.

For the City:

For the Union:
25.5 A weekend premium seventy-five ($75) eight-five ($0.85) cents per hour. For any regularly scheduled shift between midnight Friday and midnight Sunday shall be payable. Weekend premium will be paid in addition to shift premium but will not be paid for overtime hours.

The Parties Agree to the above,

Signed this 4th day of December 2008.

For the City: For the Union:

For the City:

For the Union:
25.6 Shift Schedules will be established by the Department Head or designate after consultation with the immediate supervisor. 

The Parties Agree to the above article,

Signed this 17th day of September 2008.

For the City: 

For the Union:

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

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

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

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

The foregoing shall only apply to permanent Employees.

The Parties Agree to the above,

Signed this 6th day of November 2008.

For the City: 

[Signature]

For the Union:

[Signature]
26.3 Clothing as set out in Article 22.2, including safety boots, shall be worn at all times while the Employee is engaged in his/her work for the City. Said clothing issue is, however, not to be worn by Employees in off duty time. City of Hamilton "identification flashers" shall not be removed from such clothing.

The Parties Agree to the above,

Signed this 30th day of October 2008.

For the City:

For the Union:

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

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

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

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

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

The Parties Agree to the above,

Signed this 6th day of November 2008.

For the City: ____________________________  For the Union: ____________________________
28.1—Travel allowance shall be paid only under the following conditions:

(a) the Employee is authorized and directed to use his/her vehicle for the Employer's business, and

(b) the Employee has presented proof that his/her automobile insurance has been endorsed for business purposes.

28.2—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 kilometre driven. It is understood the rate of reimbursement per kilometre may change during the term of this agreement however, the rate shall not be less than the rate established as of January 1st, 2003.

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

The Parties Agree to the above article,

Signed this 29th day of October 2008.

For the City:  

For the Union:

[Signatures]

Mary Cromwell

[Signatures]
29.1 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 24.2 28.2.

The Parties Agree to the above,

Signed this 6th day of November 2008.

For the City:

__________________________

For the Union:

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

The Parties Agree to the above article,

Signed this 25th day of July 2008.

For the City: ___________________________ For the Union: ___________________________
32.1 The Employer shall pay salaries bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. The Employer agrees to supply the Employee with an up-to-date total of his/her sick leave bank once every six months.

The Parties Agree to the above,

Signed this 6th day of November 2008.

For the City: ___________________________  For the Union: ___________________________

_________________________  ___________________________

_________________________  ___________________________
33. DURATION OF AGREEMENT

33.1 This agreement shall remain in force and effect from and including the 1st day of January, 2004, until the 31st day of December, 2007, and from year to year thereafter unless within a period of two (2) months ninety (90) calendar days before the 31st day of December, 2007, or any year thereafter either party hereto gives notice in writing to the other party hereto of its desire to bargain with the view towards the renewal, with or without modification, of this agreement or the making of a new agreement.

*Duration remains outstanding

The Parties agree to the above article

Signed this 3rd day of December 2008.

For the City:

[Signature]

For the Union:

[Signature]
EMS Section

4.5 The normal hours of work for all full-time EMS supervisors shall average forty two (42) hours per week, averaged over 52 weeks, depending on the shift schedule involved as determined by the employer. (Note this in Schedule "A").

The Parties Agree to the above,

Signed this 30th day of October 2008.

For the City:

[Signature]

For the Union:

[Signature]

[Signature]
ARTICLE 23 – CALL OUT – EMS ONLY

23.3 Employee on authorized call-out duties shall be paid at the rate of time and one-half (1 ½). An employee called-out shall be guaranteed a minimum of four (4) hours of pay.

LETTER OF UNDERSTANDING—OVERTIME (EMS)

ARTICLE TBN—OVERTIME—EMS ONLY

23.3 SHIFT OVERRUNS

The Supervisors will be granted 5 E-days (60 hours) at the beginning of each year to be used in the same year, in recognition for shift overrun overtime. Time credited cannot be carried over into another year. When assigned an ambulance call by CACC that extends fifteen (15) minutes beyond their regular shift the employee will be paid the appropriate rate of pay until the end of the call, which does not include paper work. If requested, additional paid time must be approved by a Platoon Manager.

23.4 CALL-IN / CALL-OUT

(a) On the approval of the Operations Manager or designate, where there is a call in for a Supervisor for an overtime shift, the Supervisor will be paid at 1 1/2 x's. An employee called-out shall be guaranteed a minimum of four (4) hours of pay. Banked time at 1 ½ x's may be requested and may be granted by the Operations Manager, anytime during the year up to Dec. 1 of the year in which the overtime occurs. Upon completion of 12 consecutive hours of an overtime shift, the supervisor will be paid at two (2) times their standard hourly rate thereafter for that shift only.

(b) In exceptional circumstances, where HES EMS has exhausted every opportunity to use part time or full time paramedics to cover a paramedic street service shift, the Operations Manager or their designate may authorize supervisor overtime to the said shift to maintain staffing levels deemed required by the Operations Manager. The compensation for overtime in this case will be as in the terms noted in item #3, a.

(c) The distribution of approved supervisor overtime shifts in writing, will be coordinated by the EMS Supervisors. No grievance related to the distribution of approved overtime will be recognized by the employer.
23.5 YEAR END PAY OUT & BANKED TIME OFF

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

Notwithstanding Article 18.4, Any time owing that has not been committed to any approved shift absence, on or before Dec. 1 of each year, will be paid out to a maximum of 12 hours. Supervisors will not be allowed to carry-over any accumulated time into another calendar year, unless due to exceptional circumstances, as determined by the Director – EMS, has limited the employees ability to utilize such lieu time.

The above contains the whole of the agreements between the parties with regard to EMS Supervisor Overtime.

LETTER OF UNDERSTANDING – OVERTIME DISTRIBUTION
*Move to ARTICLE TBN of the EMS agreement

23.6 Special Events

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

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

(b) For those special events requiring more than two (2) non-supervisor paramedics working at the same time, the City will notify the Union, who will then assign via a process established and conducted by the Union, an EMS Supervisor to the special event for supervision of the paramedics assigned to the event.

For events requiring more than four (4) non-supervisor paramedics, the City will notify the Union, who will then assign via a process established and conducted by the Union, a second EMS Supervisor to the special event for the supervision of the paramedics assigned to the event.
(i) For every additional four (4) three (3) non-supervisor paramedics assigned to a special event, the City will notify the Union, who will assign EMS Supervisors to the event such that the ratio of Supervisors to non-supervisor paramedics will be one (1) to four (4) three (3) (1:3).

(c) The parties agree and understand that the Supervisor(s) assigned to special events as described in Article 2 above will be assigned a Paramedic Response Unit or other non-transport EMS vehicle. Supervisor(s) assigned to special events as described in Article 1 will be assigned to the vehicle allocated for the event.

1. Without limiting the generality of the foregoing, the grievance numbered above is hereby withdrawn and settled.

Dated at Hamilton this 5th day of October, 2004.

The Parties Agree to the above articles,

Signed this 30th day of October 2008.

For the City:  

For the Union:
EMS Section

ARTICLE 24 - ADMINISTRATOR EMERGENCY OPERATIONS CENTRE (EOC) ON CALL - EMS ONLY

24.4 Emergency Operations Centre (EOC) Administrator on call duty shall be provided by bargaining unit Employees, as determined by Management.

Employees designated by the Employer will be paid $2/hour for any hours approved to be the Administrator (EOC) on call. Administrator (EOC) on call assignments will be distributed at the discretion of the employer.

The Parties Agree to the above,

Signed this 30th day of October 2008.

For the City: 

[Signature]

For the Union: 

[Signature]
26.4 Notwithstanding 26.1 for EMS supervisors the employer agrees to provide the following:

(a) All full-time HES EMS supervisors covered by this agreement shall be entitled to reimbursement for uniform alteration up to a maximum of $25.00 per year upon presentation of receipts. Receipts for reimbursement must be provided to their immediate supervisor by November 15, for the previous 12 months and must state on them “HES EMS Uniforms”.

(b) All full-time HES EMS supervisors covered by this agreement shall be entitled to 300 cleaning card points for each calendar year, starting in 2005 and continuing each year including 2006, and 2007, using the vendor as determined by the employer. Each square on the cleaning card is worth 1 (one) point and the squares equal the following:

i. 4 squares for 1 parka
ii. 2 squares for 1 pant or tunic or sweatshirt
iii. 1 square for a shirt

(c) If the new supervisor was not already an HES EMS staff member, upon hiring the employee will be issued the items in the following list. **New supervisors who are already members of HES will be issued items they do not already have.** These items shall constitute the full uniform, and protective and accessory equipment allotment for the employee’s first year, but for safety eye wear and safety footwear:

1 All Season Jacket
4 Pants
4 Fatigue shirts
1 Summer Hat
1 Winter Hat
1 Belt (nylon inner and outer with keepers)
1 Sweater
1 Badge
1 Mic clip
1 Duty bag
1 Duffle bag
1 Glove pouch
1 Stethoscope
1 Scissor pouch
1 Scissor
3 pair epaulettes
1 Safety glasses
1 Drug pouch
1 Log book
1 Silent key holder
3 Pager pouches
1 Set of Rain Gear (pants and Jacket)
1 Pair Winter Gloves
1 Helmet
1 Safety Vest

(d) For subsequent years: The uniform, protective and accessory equipment issue shall be in accordance with the provisions of Schedule “A” whereby the Employer will annually provide each full time EMS supervisors with a maximum credit of 375 points in 2008. Starting in 2009, and thereafter, employees will be entitled to 385 points. But for Safety prescription eye wear and footwear which is dealt with separate of this agreement. Safety helmets and safety vests will be assigned to the emergency response unit.

(e) The aforementioned credits may be redeemed using an order form based on Schedule B, for each upcoming year sent to EMS Director or designate no later than time designated by the employer.

(f) In Schedule B “Yes” means the paramedic must maintain sufficient quantities and good condition of those items during each year of their employment. “No” means there is no obligation of employee to have this item.

(g) The employee will be required to draw upon points in any year current and any year forward as necessary to replace mandatory items lost or that is deemed to be in poor condition due to normal wear. The employee will be required to draw upon points in any current year and any year forward as necessary to do the same.

(h) Where a mandatory item is damaged in the workplace during extenuating circumstances an incident report will be required from the supervisor and the item damaged for review by the EMS Director or designate. Each case will be reviewed for its merits to give reasonable consideration for a one for one replacement of the damaged item with no debit from the supervisor annual credit. Optional items are not included for debit free replacement.

(i) Should an employee require replacement of an article in Schedule B during the course of a year prior to the submission and receipt of the annual order, the employee must obtain written permission from the EMS Director or designate and the corresponding value will be

31
debited from the employee’s credit allotment for the next available year but for any approved item in previous clause #8 (h).

(j) Substantial changes to items in Schedule “B” may be made during the life of this agreement if mutually agreed to by both parties. Minor changes are subject to discretion of the EMS Director or their designate.

(k) Upon resignation or termination from Hamilton Emergency Services, the Employee shall return to the Employer, all uniform and equipment items issued to the Employee in the previous five (5) years.

Schedule-B

EMS Supervisor Annual Replacement of Uniforms and Accessory Items

4) New employees in their first calendar year will have received a new uniform issuance in the first year and are not entitled to the uniform or accessory credits for that year.

2) The Employer will annually provide full-time EMS supervisors with a maximum uniform credit of 300 points for uniform issue and 40 points credited to order accessories and each supervisor may select uniform and equipment items from the list as noted on Page.

3) The aforementioned credits may be redeemed by ordering uniform and accessory items from the order form in accordance with the guidelines in Appendix 1.

4) (l) Any change to the items listed in Appendix 1 Schedule B are subject to the approval of the EMS Director or their designate, and shall not be subject to the grievance provisions as outlined in this agreement.

5) (m) Employees must submit their uniform and equipment order from Appendix 1 Schedule B for the upcoming year to the EMS Director or designate no later than time designated by the employer.

6) Should an employee require replacement of an article in Appendix 1 during the course of a year prior to the submission and receipt of the annual uniform order the employee must obtain written permission from the EMS Director or designate and the corresponding value will be debited from the employee’s uniform credit allotment for the next available year.

7) (n) The items available in Appendix 1 Schedule B may be altered during the term of this Agreement by the EMS Director.
<table>
<thead>
<tr>
<th>Item</th>
<th>Mandatory</th>
<th>Points per Item</th>
<th>Quantity</th>
<th>Total Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fatigue Shirt – white with reflective tape (ss and/or ls)</td>
<td>Yes</td>
<td>26</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Golf shirt with reflective tape – blue</td>
<td>No</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweatshirt – coat must be worn over</td>
<td>No</td>
<td>55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-Shirt (short sleeve) – for undergarment</td>
<td>No</td>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-Shirt (long sleeve) – for undergarment</td>
<td>No</td>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Turtle Neck Shirt – for undergarment</td>
<td>No</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Epaulette (single)</td>
<td>Yes</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Issue Rain Coat and Pants</td>
<td>Yes</td>
<td>115</td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;EMS Supervisor&quot; on back of Coat</td>
<td>Yes</td>
<td>145</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paramedic Pants – black with reflective tape</td>
<td>Yes</td>
<td>36</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Belt (leather)</td>
<td>No</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paramedic Velcro Belt</td>
<td>Yes</td>
<td>70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All season lined coat - (bomber style)</td>
<td></td>
<td></td>
<td>1 of the 2</td>
<td>145</td>
</tr>
<tr>
<td>All season lined coat - (waist style)</td>
<td></td>
<td></td>
<td></td>
<td>155</td>
</tr>
<tr>
<td>Fatigue windbreaker (reversible)</td>
<td>No</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Summer Cap – black (reversible)</td>
<td>Yes</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Winter Hat</td>
<td>Yes</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Winter Gloves</td>
<td>Yes</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dress Tunic</td>
<td>No</td>
<td>180</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dress Uniform (Pants Only)</td>
<td>No</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dress Hat</td>
<td>No</td>
<td>75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Issue Safety Helmet &amp; Visor</td>
<td>Yes</td>
<td>70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Issue Safety Vest</td>
<td>Yes</td>
<td>70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stethoscope</td>
<td>Yes</td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stethoscope Pouch</td>
<td>Yes</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scissors</td>
<td>Yes</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glove Pouch</td>
<td>No</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portable Radio Belt Clip</td>
<td>Yes</td>
<td>20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The Parties Agree to the above,

Signed this 30th day of October 2008.

For the City:

For the Union:
EMS Section

27.3 (a) Employees hired in 2005 as an EMS Supervisor, shall receive the sum of one hundred and fifty dollars ($150.00) for the purchase of safety footwear for the year 2005 on their first regular pay after hire.

(b) Employees hired in 2006 as an EMS Supervisor, shall receive in 2006 the sum of one hundred and fifty dollars ($150.00) for the purchase of safety footwear for the year 2006 on their first regular pay after hire. The Employer agrees to pay all other EMS supervisors employed in 2006 the sum of one hundred and fifty dollars ($150.00) for the purchase of safety footwear for the year 2006. The Employer agrees that this payment shall be made no later than January 31, 2006.

(c) Employees hired in 2007 as an EMS Supervisor, shall receive in 2007 the sum of one hundred and fifty-five dollars ($155.00) for the purchase of safety footwear for the year 2007 on their first regular pay after hire. The Employer agrees to pay all other EMS Supervisors employed in 2007 the sum of one hundred and fifty-five dollars ($155.00) for the purchase of safety footwear for the then year 2007. The Employer agrees that this payment shall be made no later than January 31, 2007 of that year.

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

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

The Parties Agree to the above,

Signed this 30th day of October 2008.

For the City: [Signature]

For the Union: [Signature]
ARTICLE 29 - EMS MANDATORY TRAINING AND PAYMENT

29.3 (Covers CME LOU and article 29 EMS language on mandatory training)

The parties hereby agree, to the following terms and conditions:

1. Both parties agree that EMS Supervisors will have the flexibility and responsibility of their mandatory training scheduling based on the terms of this agreement. The parties agree that any classroom training or education covered as part of this agreement, conducted by the Employer, shall occur between the hours of 0700 and 1900 unless otherwise mutually agreed.

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

   Once the Employer is successful in obtaining dates for CME- mandatory training the Employer will post the CME- mandatory training dates for the calendar year. Any of the training dates covered by this agreement that are in the control of the employer will be communicated to staff no later than December 15 of the preceding year and tentative dates for all others will be provided. Dates will be changed with no less than 14 days notice or as otherwise mutually agreed upon.

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

<table>
<thead>
<tr>
<th>2005/2006/2007 SPECIALIZED EMS MANDATORY TRAINING</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class &amp; or clinical hours</td>
</tr>
<tr>
<td>Winter</td>
</tr>
<tr>
<td>Early Spring</td>
</tr>
<tr>
<td>BH Fall Re-cert</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

4. The PCPs may have up to one 8 hour class added to total 32 hours per year. At the employer’s sole discretion, they may choose to add an additional paid classroom or hospital clinical education/training session for ACP’s and/or PCP’s per year.

5. Once supplied with the dates for CME- mandatory training, the Employer recognizes that the Supervisors will self-schedule their CME- mandatory training within the following terms (6 to 12):

6. Both parties agree that for operational purposes, the number of Supervisors minimally needed for street coverage during a CME- mandatory training day will be maintained. shift will be 3 (three): East, West and Mountain Districts. Therefore, for CME- mandatory training, the minimal street coverage for supervisors will be reduced to 3 (three):

7. Both parties agree that training is not a core activity, therefore in order to attend CME mandatory training, vacation time off will as otherwise agreed, will not be withheld on CME mandatory training days.

8. Once scheduled, a Supervisor who is scheduled for CME mandatory training may only switch with written approval from EMS Management. on their regularly scheduled day of work wishes to switch their CME- mandatory training day, they may only do so by mutual agreement with another Supervisor.
9. Where a Supervisor is off work due to illness, WSIB, Compassionate, Jury/Witness duty, Maternity, Union Business or EPL and the Supervisor misses the CME \textit{mandatory training} they were scheduled for then that Supervisor will be re-scheduled on a day of regularly schedule work if available as deemed by the employer, otherwise on a regular day off.

10. In the circumstance where the Supervisor may be on modified \textit{accommodated} duties, then the Supervisor will attend CME \textit{mandatory training} on their regularly scheduled modified \textit{accommodated} shift in whole, or in part if the Supervisor is only working $\frac{1}{2}$ (half) days on their modified assignment.

11. Supervisors who are required to attend CME \textit{mandatory training} on their day off as there are no positions available on shift will be compensated at 1.5 (one and a half) times their rate of pay. The Supervisor whom agrees to attend on their day off is compensated at the overtime rate may choose to bank the time at 1.5 (one and a half) times to use for time off purposes, or have paid out in accordance with the effective CBA and/or working conditions.

12. The Union acknowledges that where Supervisors self-schedule, the employer will not be the subject of a grievance where the discrepancy of CME \textit{mandatory training} scheduling on a supervisor's regularly schedule day of work or day off is in dispute. The Employer recognizes that the Union will perform the scheduling of CME \textit{mandatory training} based upon the Union's process.

13. In addition to the above, The parties agree that Supervisors that are certified as ACP paramedics will be compensated a sum of one thousand dollars (\$1,000.00) less statutory deductions as required by law. \textit{($TBD\ based\ on\ wage\ settlement\ "16\ hours\ of\ pay \@1.5x,\ one\ payment"\ once\ wages\ are\ settled)} Per calendar year which will be a full and complete compensation for additional education or requirements that are necessary for Base Hospital Certification. This payment will be considered compensation for the ACP attending any Base Hospital classroom education, hospital clinical or for any other education for the purposes of maintaining certification.

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

\textbf{Dated at Hamilton this 29th day of December, 2004.}

\textbf{ARTICLE 29 – MANDATORY TRAINING – EMS ONLY}

\textbf{OTHER EMS MANDATORY TRAINING:}

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

15. Where an employee is required to attend training and/or recertification required by legislation or regulation, and such training is provided by an external agency (e.g. including but not limited to MOH/LTC training, mandatory annual base hospital re-certification) \textbf{Mandatory training} outside of their normal hours of work, such training
shall not constitute hours of work for the purpose of overtime under the collective agreement.

16. Where travel is greater than ten (10) km outside the City limits, travel time is to be included based on departure from Station 30.

17. Employees shall not be entitled to any compensation for any time spent in obtaining, or recertifying, any qualification required under legislation or regulation, with the exception of the training described in point 3. regularly scheduled annual Base Hospital recertification.

The Parties Agree to the above,

Signed this 30th day of October 2008.

For the City: 

[Signature]

For the Union:

[Signature]
EMS Section

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

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

The Parties Agree to the above,

Signed this 30th day of October 2008.

For the City: [Signature]

For the Union: [Signature]
LETTER OF UNDERSTANDING – Part-time EMS Supervisors

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

STANDARD HOURS OF WORK FOR PART-TIME EMS SUPERVISORS

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

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

In the event EMS is unable to fill the open shifts with full-time employees the employer may utilize part-time EMS supervisor in excess of twenty-four (24) hours per week to fill the open shifts.

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

Part-time EMS Supervisors will not be entitled to E-days.

Part-time EMS Supervisors who work a shift of less than one (1) full work day for the various Full-time classifications as set out in Schedule "A", will receive a rest period of fifteen (15) minutes every four (4) hours.

Scheduling will be administered in accordance with management’s rights under department policy.
TBN Covering Full Time EMS Supervisor Time Off

When the number of Full Time Supervisors who are on vacation / banked time is at the maximum number allowed, then additional Full Time Supervisors may be allowed time off with written approval of EMS management and as long as Temporary Part Time EMS Supervisors are available to work and have not yet reached their 24 hours per week maximum.

TBN Where it becomes necessary to reduce staffing levels, employees will be laid off in the following order:

1. Part time EMS Supervisors, in reverse order of seniority prior to any full time EMS Supervisors

2. Full time staff, in reverse order of seniority

ANNUAL VACATIONS FOR PART-TIME EMS SUPERVISORS

TBN Part-time EMS Supervisors shall be paid their vacation entitlement on a bi-weekly basis at the % rate of earnings as outlined below.

<table>
<thead>
<tr>
<th>Column I</th>
<th>Column II</th>
</tr>
</thead>
<tbody>
<tr>
<td>Years of Service</td>
<td>Vacation with Pay</td>
</tr>
<tr>
<td>0-1 year of service</td>
<td>4%</td>
</tr>
<tr>
<td>1 Year</td>
<td>6.8%</td>
</tr>
<tr>
<td>3 Years</td>
<td>8.8%</td>
</tr>
<tr>
<td>9 Years</td>
<td>10.8%</td>
</tr>
<tr>
<td>17 Years</td>
<td>12.8%</td>
</tr>
<tr>
<td>20 Years</td>
<td>13.2%</td>
</tr>
<tr>
<td>21 Years</td>
<td>13.6%</td>
</tr>
<tr>
<td>22 Years</td>
<td>14%</td>
</tr>
<tr>
<td>23 Years</td>
<td>14.4%</td>
</tr>
<tr>
<td>25 Years</td>
<td>14.8%</td>
</tr>
<tr>
<td>30 Years</td>
<td>16.0%</td>
</tr>
</tbody>
</table>

Part-time employees accrue one (1) year of service for every 1024 hours of service with the employer.

TBN A Part-time EMS Supervisors vacation pay with 0-1 years of service, shall be based on all earnings for that pay period. Part-time EMS Supervisors vacation pay with at least 1 year of service shall be based on his/her hours.
worked for that pay period and shall not include any shift-premium, weekend-premium, overtime, or other premium pays.

STATUTORY HOLIDAYS FOR PART-TIME EMS SUPERVISORS

TBN For Part-time EMS Supervisors, the parties agree to the following Statutory Holidays:

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

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

TBN Part-time EMS Supervisors required to perform work on any of these Statutory or Proclaimed Holidays shall be paid at double time (2) for all hours worked.

TBN A Part-time EMS Supervisor who does not work a Statutory Holiday as outlined in Article 7.1(b) but met the criteria as outlined in Article 7.4 and whose hours of work differ from day to day or week to week shall be paid equal to the total amount of regular wages earned and vacation pay payable to the Employee in the four work weeks before the work week in which the public holiday occurred, divided by twenty (20).

BENEFIT PLANS FOR PART-TIME EMS SUPERVISORS

TBN On completion of probationary period of one-thousand and ninety-two (1092) hours worked a Part-time EMS Supervisor shall be entitled to the following benefits:

(a) Part-time EMS Supervisors, upon completion of their probationary period, shall be paid bi-weekly, twelve percent (12%) of their earnings, exclusive of vacation pay, in lieu of any other sick leave, pension, group medical and hospitalization, life insurance and any other benefit.

(b) In the event a Part-time EMS Supervisors is required to participate in the OMERS pension plan under OMERS regulations they shall be enrolled. The Employer shall make the Employer's required contributions and the Employee shall receive (6%) six percent in lieu of benefits rather than the twelve (12%) percent noted in article "TBN".
It is further understood that, subject to current pension regulations, OMERS contributions and/or pay in lieu of pension contributions shall cease when the employee attains the age of sixty-nine (69).

**SENIORITY FOR PART-TIME EMS SUPERVISORS**

TBN Part-time EMS Supervisors shall be considered probationary Employees and will have no seniority rights until they have worked one-thousand and ninety-two (1092) hours. The Employer shall have the exclusive right to discharge Employees during the probationary period provided the decision to discharge is not made in bad faith, or in an arbitrary or discriminatory manner, or in violation of the Human Rights Code, the Employment Standards Act or other employment related legislation.

TBN Part time EMS supervisors shall accrue one (1) day of seniority for every (8.4) hours worked to a maximum of two hundred and sixty (260) days per calendar year and shall have a separate and distinct seniority list from full-time employees.

TBN The terms and conditions of the seniority list shall be in accordance with articles 11.4 and 11.5 of the current Collective Agreement.

TBN Loss of seniority will be in accordance with article 11.6 of the current Collective agreement.

TBN If a part-time EMS supervisor transfers from full time status to part time status or vice versa, seniority shall be converted on the basis of one year being equal to 2184 hours.

TBN No part-time EMS supervisor may be credited with more than 2184 hours per one (1) year seniority in any calendar year.

**SALARY PLAN - SCHEDULE "A" FOR PART-TIME EMS SUPERVISORS**

TBN The probationary rate for new Part-time EMS Supervisors shall be paid in accordance with Schedule “A”. eighty-five per cent (85%) of the top step of an EMS Supervisor for the first one-thousand and ninety-two (1092) hours worked.

TBN Progressive wage and salary increases as approved will become effective on the first pay period following the Part-time EMS Supervisors having accrued the required number of hours. anniversary date. Part-time EMS Supervisors, anniversary increases shall become effective
based on hours worked in the position following the starting date or date of promotion, with 2184 hours equaling a year.

TBN Anniversary increases will be granted only as merited and may be refused or deferred on the recommendation of the Department Head.

In addition, Part-time EMS Supervisors, anniversary increases shall become effective based on hours worked in the position following the starting date or date of promotion, with 2184 hours equaling a year.

CLOTHING - FOR PART-TIME EMS SUPERVISORS

TBN Notwithstanding 26.1 for Part-time EMS supervisors the employer agrees to provide the following:

(a) All Part-time EMS Supervisors covered by this agreement shall be entitled to reimbursement for uniform alteration up to a maximum of $25.00 per year upon presentation of receipts. Receipts for reimbursement must be provided to their immediate supervisor by November 15, for the previous 12 months and must state on them “HES EMS Uniforms”.

(b) All part-time HES EMS supervisors covered by this agreement shall be entitled to 460 half the cleaning card points for each calendar year, using the vendor as determined by the employer. Each square on the cleaning card is worth 1 (one) point and the squares equal the following:

1. 4 squares for 1 parka
2. 2 squares for 1 pant or tunic or sweatshirt
3. 1 square for a shirt

(c) If the new part-time EMS supervisor was not already an HES EMS staff member, upon hiring the employee will be issued the items in the following list. New supervisors who are already members of HES will be issued items they do not already have. These items shall constitute the full uniform, and protective and accessory equipment allotment for the employee’s first year, but for safety eye wear and safety footwear:

1 All Season Jacket
4 Pants
4 Fatigue shirts
1 Summer Hat
1 Winter Hat
1 Belt (nylon inner and outer with keepers)
1 Sweater
1 Badge
1 Mic clip
1 Duty bag
1 Duffle bag
1 Glove pouch
1 Stethoscope
1 Scissor pouch
1 Scissor
3 pair epaulettes
1 Safety glasses
1 Drug pouch
1 Log book
1 Silent key holder
3 Pager pouches
1 Set of Rain Gear (pants and Jacket)
1 Pair Winter Gloves
1 Helmet
1 Safety Vest

(d) The uniform, protective and accessory equipment issue shall be in accordance with the provisions of Schedule "A" whereby the Employer will annually provide each full time EMS supervisors with a maximum credit of 188 half of full-time points but for safety prescription eye wear and footwear which is dealt with separate of this agreement. Safety helmets and safety vests will be assigned to the emergency response unit.

(e) The aforementioned credits may be redeemed using an order form based on Schedule A, for each upcoming year sent to EMS Director or designate no later than time designated by the employer.

(f) In Schedule B “Yes” means the paramedic must maintain sufficient quantities and good condition of those items during each year of their employment. “No” means there is no obligation of employee to have this item.

(g) The employee will be required to draw upon points in any year current and any year forward as necessary to replace mandatory items lost or that is deemed to be in poor condition due to normal wear. The employee will be required to draw upon points in any current year and any year forward as necessary to do the same.

(h) Where a mandatory item is damaged in the workplace during extenuating circumstances an incident report will be required from the
supervisor and the item damaged for review by the EMS Director or designate. Each case will be reviewed for its merits to give reasonable consideration for a one for one replacement of the damaged item with no debit from the supervisor annual credit. Optional items are not included for debit free replacement.

(i) Should an employee require replacement of an article in Schedule A during the course of a year prior to the submission and receipt of the annual order, the employee must obtain written permission from the EMS Director or designate and the corresponding value will be debited from the employee’s credit allotment for the next available year but for any approved item in previous clause (h).

(j) Substantial changes to items in Schedule “B” may be made during the life of this agreement if mutually agreed to by both parties. Minor changes are subject to discretion of the EMS Director or their designate.

(k) Upon resignation or termination from Hamilton Emergency Services, the Employee shall return to the Employer, all uniform and equipment items issued to the Employee in the previous five (5) years.

SAFETY SHOES - FOR PART-TIME EMS SUPERVISORS

TBN Employees hired as Part-time EMS Supervisors shall receive the sum of one hundred and fifty-time (155) dollars for the purchase of safety footwear on their first regular pay after hire. The Employer agrees to pay all other EMS Supervisors employed the sum of one hundred and fifty-time (155) dollars for the purchase of safety footwear for that year. The Employer agrees that this payment shall be made no later than January 31st of that year.

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

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

The Parties Agree to the above,

Signed this 4th day of December 2008.

For the City: 

For the Union:

F. Franquille Jardini

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

The Parties Agree to the above,

Signed this 30th day of October 2008.

For the City: 

For the Union:

[Signatures]

[Signatures]
26.4 After the probationary period, each Employee shall receive the following in each calendar year:

(a) 4 shirts and trousers or 4 coveralls or any combination thereof with City of Hamilton identifier
2 golf shirts with City of Hamilton identifier
1 parka with City of Hamilton identifier
1 lightweight jacket with City of Hamilton identifier

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

The Parties Agree to the above,

Signed this 6\textsuperscript{th} day of November 2008.

For the City

[Signature]

For the Union:

Mary Cromwell

[Signature]
WWW Section

LOU – Compensation for Certification

The Parties agree to renew

Signed this 3rd day of December 2008.

For the City: [Signature]

For the Union: [Signature]
(2) LETTER OF UNDERSTANDING - (BRIDGING)

*Renew

The Parties Agree to the above LOU,
Signed this 25th day of July 2008.

For the City:  

For the Union:  

[Signatures]
(3) LETTER OF UNDERSTANDING - (EMPLOYER HEALTH TAX)

*Renew

The Parties Agree to the above LOU,

Signed this 29th day of July 2008.

For the City: [Signature]

For the Union: [Signature]
(4) LETTER OF UNDERSTANDING – (CLOTHING)

The Employer agrees to meet with the Union during the term of this Agreement to discuss the issue of clothing.

The Parties Agree to the above LOU,

Signed this 24th day of July 2008.

For the City: 

[Signature]

For the Union:

[Signature]
LOU – Internships

The parties agree to remain status quo

The Parties Agree to the above,

Signed this 30th day of October 2008.

For the City:

[Signature]

For the Union:

Mary Connell

[Signature]
LETTER OF UNDERSTANDING—RETIREMENT AGE

With respect to any and all articles related to age of retirement or cessation of benefits coverage, it is acknowledged by the parties that the specified age was freely negotiated, with full knowledge that potential amendments to the Ontario Human Rights Code were pending.

The Parties Agree to the above LOU,

Signed this 25th day of July 2008.

For the City:  

[Signature]

For the Union:  

[Signature]
The Parties Agree to the above LOU.

Signed this 22nd day of July 2008.

For the Union:

For the City:

Letter of Understanding—Water & Wastewater Employees
LETTER OF UNDERSTANDING – CLOTHING

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

Therefore, the Parties agree to the following:

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

b) Notice of the final allotment of clothing provided for each position, classification and department will be provided to the Union.

The Parties Agree to the above,

Signed this 6th day of November 2008.

For the City: _________________________  For the Union: _________________________

[Signatures]

[Signatures]
APPENDIX "A"

GROUP LIFE INSURANCE

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

Effective Date of Ratification—optional life insurance will be offered at a benefit equal to 1/2 times the annual basic earnings of the Employee rounded to the nearest one thousand dollars.

The Parties Agree to the above,

Signed this 6th day of November 2008.

For the City:  

For the Union:  

Mary Crowell  

Michael Mattiglione
Appendix “C”

Benefit Enhancements
- Vision $300/24 months (inclusive of an eye exam every 24 months)
- Registered Masseur $15 for 12 visits per calendar year
- Hearing Aids $350/36 months
- The City is to pay for a PSA test for all Members once every 24 consecutive months.
- Smoking Cessation aids are limited to $300 per person, per calendar year.

The Parties Agree to the above,

Signed this 4th day of December 2008.

For the City:

For the Union:
1. INTRODUCTION TO INCOME PROTECTION PLAN

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

(a) the Employee returns to work; or

(b) the Employee retires, either at the normal retirement age or opts to retire early; or

(c) the Employee exhausts his/her entitlements under either of the plans; or

(d) the Employee dies.

2. DEFINITIONS

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

Employee - New: A new Employee is one who has not completed his/her probationary period.

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

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

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

SHORT TERM INCOME PROTECTION PLAN

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

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

From date of eligibility until completion of one year of service – 45 26 weeks at 66 2/3% pay.

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

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

(b) Employees who have completed two years of service shall have three (3) weeks entitlement to short-term income protection at 100% of pay and 23 weeks at 66 2/3% pay;
(c) Employees who have completed three years of service shall have four (4) weeks entitlement to short-term income protection at 100% of pay and 22 weeks at 66 2/3% pay;

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

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

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

(g) Employees who have completed twenty-five years of service or more shall have twenty-six (26) weeks entitlement to short-term income protection at 100% of pay;

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

(iv) Employees who currently have a higher number of weeks entitlement at 100% than the number of weeks entitlement noted above shall have their entitlement frozen at the higher level. Each Employee will be advised of the number of 100% weeks entitlement they have within 30 days of ratification.

(v) An Employee who is not present at work on becoming eligible for additional weeks shall have their entitlement increased following their return to work.

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

(a) from the first day of absence for the first three occasions of absence in a calendar year, and

(b) from the second day of the fourth absence in the calendar year, and

(c) from the third day of the fifth absence in the calendar year, and
(d) from the fourth day of the sixth and subsequent absences in a calendar year.

(vii) On consent of the Employer, Employees may be given an opportunity to utilize existing lieu time or vacation credits, to replace the unpaid days as provided above in (ii), (iii) or (iv). Where the absence is supported with a medical certificate such consent will not be unreasonably withheld.

(viii) When an Employee can demonstrate to the Employer that he/she can only attend his/her physician medical physician as part of regular ongoing treatments during the day, the absences shall collectively constitute one occasion for the purposes of this plan. In order for this to occur, the Employee must provide the Employer with documentation from his/her physician medical physician at the commencement of the ongoing treatment program, outlining the anticipated schedule for treatments, including dates when the series will likely commence and cease.

(ix) An Employee shall be provided up to two one-half (1/2) day absences for doctor appointments in any calendar year. Each of these one-half (1/2) day absences shall not constitute an occasion for the purpose of this plan.

4. (i) Payments will be made for a maximum of twenty-six (26) weeks during any one continuous period of disability.

(a) Successive absences due to the same or a related cause will be considered as one continuous period of disability unless separated by return to active employment for a period of three (3) months.

(b) A disability due to a different cause will be considered a new period after a return to active employment for one month.

5. (i) No benefits will be payable during a period of pregnancy leave of absence to which an Employee is entitled under the Employment Standards Act, or during any such longer period of pregnancy leave for which the Employee has applied and been approved by the Employer.

(ii) Short term disability payments will be offset by any disability benefits payable to the Employee from the Canada Pension Plan.

(iii) The Employer will continue to pay fringe benefits costs including Dental, O.H.I.P., Extended Medical benefits, Life Insurance, etc., and
any other applicable benefits negotiated as long as the employee remains qualified to receive STD or LTD benefits (refer to article 8.5) or until his/her 65th birthday, whichever comes first. Where required, payroll deductions for pension purposes will continue to be made from disability pay.

**REGULATIONS**

6.  

i) An Employee shall, on the first day of non-occupational illness/injury, report or cause to report such non-occupational illness/injury to his/her Department Head or Supervisor.

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

iii) Upon receiving notice of an Employee's non-occupational illness/injury, the Department Head or Supervisor shall, on the same day, report such non-occupational illness/injury on the Daily Absence Status Report as provided by the Commissioner of Human Resources.

iv) An Employee whose non-occupational illness/injury extends to the sixth working day shall, on or before the sixth working day, file a claim form with the Department Head or Supervisor Return to Work/Work Accommodation Services. The cost for completion of the form shall be the responsibility of the employee.

v) Where the Department Head or Supervisor has reason to believe that absence of the Employee was not due to non-occupational illness/injury, the Department head may demand a claim form for one day of absence which shall be provided to Return to Work/Work Accommodation Services.

vi) An Employee whose non-occupational illness/injury extends to fifteen (15) consecutive working days shall, on the fifteenth (15th) day and for every subsequent fifteen (15) working days, file a claim form with his/her Department Head or Supervisor Return to Work/Work Accommodation Services.

vii) An Employee failing to file a claim form pursuant to Regulation (iv) or Regulation (v) or Regulation (vi) shall be considered as being absent without leave non-paid and is subject to appropriate disciplinary action up to and including termination.
7. The Head of a Department is responsible for reporting to the Commissioner of Human Resources all cases of non-occupational illness/injury, periods of lay-off, termination of service, and absenteeism relative to administration of the Income Protection Plan.

8. The General Manager of Human Resources

(a) shall keep a record of all sick leave and accumulated credits and

(b) shall notify those responsible for Department payrolls, when an Employee is not, or has ceased to be eligible for sick leave benefits.

9. On retirement or death of an Employee the General Manager of 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 his/her retirement or death.

LONG TERM DISABILITY PLAN

10. ELIGIBILITY

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

11. EFFECTIVE DATE OF BENEFITS

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

12. LONG TERM DISABILITY BENEFIT

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

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

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

14. COMMENCEMENT OF BENEFITS

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

15. BENEFIT PERIOD

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

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

16. DEFINITION OF TOTAL DISABILITY

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

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

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

RECURRENT DISABILITIES

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

(a) 1 month if satisfying the qualifying period, or

(b) 6 months if receiving the disability benefits.

17. REHABILITATIVE EMPLOYMENT

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

Your An Employee’s income from all sources during this period of rehabilitative employment must not exceed 90% of your his/her basic wages from your his/her normal occupation immediately prior to your his/her total disability.

18. WAIVER OF PREMIUM

Premiums falling due within a period when benefits are payable are waived.
19. **TERMINATION OF EMPLOYMENT**

Your An Employee’s Long Term Disability benefit terminates when you the Employee terminate your his/her employment. If you are the Employee is disabled at the time of termination you he/she may still be eligible for Long Term Disability benefits in accordance with the provisions of the Plan.

20. **EXCEPTIONS AND LIMITATIONS**

Benefits are not payable for the following:

(i) A disability where you are the Employee is not under continuing medical supervision by a medical physician 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 the Employee is on pregnancy leave of absence to which you are he/she is entitled under applicable Provincial statutes or mutually agreed to by you the Employee and the City;

(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 the Employee’s disability is due to a nervous, mental, psychological or emotional disorder, payments will not be made unless you are he/she is under the care of a registered specialist in psychiatry, or a doctor approved by a registered specialist in psychiatry.

21. **COST OF THE PLAN**

The premiums will be paid in full by the City.

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

23. CLAIMS

To make a Long Term Disability claim, an Employee must obtain a claim form from the Human Resources Centre Return to Work/Work Accommodation Services, have your doctor a medical physician complete the form and return it to the Human Resources Centre Return to Work/Work Accommodation Services.

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

NOTES:

24. SICK LEAVE CREDITS

(a) Sick leave credits presently accrued to existing permanent Employees shall be frozen as of the end of the month prior to the implementation of the I.P.P. and no further credits will be granted. The term "frozen" shall mean the number of days standing to the Employee's credit as of the date of the commencement of the Plan. The value will be that in effect on the date utilized.

(b) The terms of the existing Cumulative Sick Leave Allowances Plan shall remain in effect, except as modified by this Plan.

(c) An Employee may use any or all of his/her sick leave credits at current value to supplement benefits of the Short Term I.P.P.

(d) An Employee may elect to supplement a Workers' Compensation Board award up to 100% of regular earnings.

(e) The number of credits to be deducted from the Cumulative Sick Leave Allowances balance shall be pro-rated equal to the ratio of supplementary payments to regular earnings.
The Parties Agree to the above,

Signed this 6th day of November 2008.

For the City:

[Signature]

For the Union:

[Signature]
APPENDIX “D”

*Replaced with

The City of Hamilton

Mailing Address:
Return to WorldWork Accom.
Human Resources
71 Main Street West
HAMILTON, ON L8P 4Y5

Physical Address
Director, Employee and Labour Relations
Return to WorldWork Accom.
Human Resources
Standard Life Building
120 King Street West, 11th Floor
HAMILTON, ON L8P 4V2

Forward Completed Form to:

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

CUPE 1041 Claim Form-Income Protection Benefits
(Short Term Disability)

Instructions:
1. Please Print.
2. Part 1 to be completed by patient.
3. Part 2 to be completed by physician.
4. Any charge for completing this form is the patient's responsibility.
5. Following the claims decision, this document will be forwarded to the appropriate Return to Work/Work Accommodation Specialist and the Director of Employee/Labour Relations, and will become part of the Employee's confidential health record separate from the Employee's personnel file.
6. Claims Forms are required to be submitted as per the Collective Agreement or otherwise as directed by the Employer.
7. Both Part 1 and 2 must be completed in full before S.T.D. payments can be authorized.
8. Employee may be required to provide additional medical information where reasonably necessary to determine eligibility for disability or to evaluate work accommodation alternatives.

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

1. Name:

2. Start of Present Absence: (day/month/year)

3. Occupation/Title:

Employee Authorization: The above information is accurate to the best of my knowledge, and I hereby authorize my physician to release the following and subsequent information to the Director, Employee and Labour Relations, Return to Work/Work Accommodation Services Human Resources Standard Life Building 120 King Street West, 11th Floor HAMILTON, ON L8P 4V2 Fax number 905-546-4174 in respect to my claim for short term disability benefits. I further agree to the recovery of sick benefits received in the amount of 20% per paycheque if it is found that the independent medical information provided does not support an absence from work.

Employee Signature Date: (day/month/year)

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

1. To the best of your knowledge indicate when symptoms first appeared or accident happened (day/month/year)

2. Is condition due to injury or sickness arising out of patient's employment: [ ] Yes [ ] No [ ] Unknown

3. Date of hospital in-patient admission (day/month/year)

4. Nature of treatment

   - Medication ☐
   - Surgery ☐

If none, please explain:

   - Counselling ☐
   - Physical Rehabilitation ☐

5. a) If patient was referred to you, give name of referring physician.

   b) If you have referred patient to a specialist, give name(s) of physicians

6. a) Date of first visit during present period of absence from work (day/month/year)

   b) Date of latest attendance (day/month/year)
c) Were you actively supervising this patient's care during the full period

[ ] No, comment in remarks

[ ] Yes, state frequency of visits [ ] Weekly [ ] Monthly [ ] Other (specify)

7. a) To the best of my knowledge, indicate period patient has been unable to work at own occupation as a result of present condition

From (day/month/year) To (day/month/year) inclusive

b) If still unable to work, give approx. date patient should be able to return OR the estimated number of weeks before possible return

(day/month/year)

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

[ ] No, (please provide explanation, e.g. nature of restrictions, limitations)

[ ] Modified Duties (please provide explanation, e.g. nature of restrictions, limitations)

[ ] Regular Duties

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

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

Name of Attending Physician (please print)  Speciality

Telephone No.  Fax No.

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

Signature  Date (day/month/year)

The Parties Agree to the above,

Signed this 6th day of November 2008.

For the City:  For the Union:

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

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

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

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

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

The Parties Agree to the above,

Signed this 30th day of October 2008.

For the City:  

For the Union:  

Mary Crowell
Union agrees to the Employers changes

The Parties Agree to the above,

Signed this 3rd day of December 2008.

For the City:

[Signature]

For the Union:

[Signature]

9. In the event the C.U.P.E. 1041 Reconsideration Committee is unable to arrive at a decision on the appeal, the following procedure shall apply:

- The Employer shall install the proposed description and rating for the job and, in accordance with the article titled ‘Evaluating Changes in a Job’, the salary grade to which the job is assigned.

- The Compensation Specialist shall provide the Union with a copy of the installed job description and rating.

- The matter shall be referred to a sole Arbitrator by either party within thirty (30) calendar days.

- All relevant job evaluation documentation shall be available for presentation as evidence at the arbitration hearing.

The Parties Agree to the above article,

Signed this 17th day of September 2008.

For the City: [Signature]

For the Union: [Signature]