

AGREEMENT
BETWEEN
THE CORPORATION OF THE TOWN OF DEEP RIVER
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 740
March 1, 2019 to February 29, 2024



Table of Contents

ARTICLE 1- MANAGEMENT RIGHTS	1
1.01 Management Rights	1
ARTICLE 2 - RECOGNITION AND NEGOTIATIONS.....	2
2.01 Bargaining Unit	2
2.02 Work of the Bargaining Unit.....	2
2.03 Definition of Employees.....	2
ARTICLE 3 - NO DISCRIMINATION	3
3.01 No Discrimination or Coercion	3
ARTICLE 4 - UNION SECURITY.....	3
4.01 Check-Off and Deductions of Union Dues	3
4.02 New Employees	3
4.03 Correspondence	3
4.04	3
ARTICLE 5- RESOLUTIONS AND REPORTS OF COUNCIL.....	4
5.01 Corporation to Notify Union	4
ARTICLE 6 - LABOUR MANAGEMENT RELATIONS.....	4
6.01 Bargaining Committee.....	4
6.02 Labour Management Committee.....	4
ARTICLE 7 - GRIEVANCE PROCEDURE	4
7.01 Grievance Committee.....	4
7.02 Duties of Grievance Committee	4
7.03 Permission to Leave Work.....	5
7.04 Settling of Grievances	5
7.05 Unjust Suspension or Discharge.....	6
ARTICLE 8 - ARBITRATION	6
8.01 Submission to Arbitration.....	6
8.02 Failure to Appoint.....	6
8.03 Decision of the Board	6
8.04 Disagreement on Decision.....	7
8.05 Expenses of the Board	7
8.06 Amending of Time Limits	7
8.07 Witnesses.....	7
8.08 Joint Request for Grievance Mediation.....	7

ARTICLE 9 - SENIORITY	7
9.01 Seniority	7
9.02 Seniority List	8
ARTICLE 10 - PROMOTIONS AND STAFF CHANGES	9
10.01 Job Postings and Internal Competitions	9
10.02 Information on Postings	9
10.03 Recognition of Seniority.....	9
10.04 Time for Filling Vacant Positions.....	9
10.05 Probation	9
10.06 Job Evaluation/Pay Equity	9
ARTICLE 11 - LAYOFF AND RECALL.....	10
11.01 Layoff Procedure.....	10
11.02 Recall Procedure	10
ARTICLE 12 - HOURS OF WORK AND OVERTIME	10
12.01 Hours.....	10
12.02 Notification of Winter Shift Schedule	10
12.03 Notification of Part-time Staff Schedule	10
12.04 Overtime - Full-Time Employees.....	10
12.05 Overtime - Other	11
12.06 Notice of Overtime	11
12.07 Overtime Prior to Starting Time.....	11
12.08 Minimum Call-Back Time.....	11
12.09 Time off in Lieu of Overtime Payment	11
12.10 Weekend/Holiday Standby	11
12.11	12
ARTICLE 13 - HOLIDAYS	12
13.01 List of Holidays.....	12
13.02 Holidays Falling on Weekends.....	12
13.03 Qualifications for Holiday Pay	12
13.04 Work Performed on a Holiday	13
ARTICLE 14 - VACATIONS	13
14.01 Length of Vacation	13
14.02 Holidays During Vacation	13
14.03 Vacation Pay on Termination.....	13
14.04 Accumulation of Vacation	13

14.05	Vacation Pay.....	13
14.06	Vacation Leave Records	13
ARTICLE 15 - SICK LEAVE PROVISION.....		14
15.01	Sick Leave Defined	14
15.02	14
15.03	Short Term Disability	14
15.04	Long Term Disability.....	17
15.05	Compassionate Leave.....	18
ARTICLE 16 - LEAVE OF ABSENCE.....		18
16.01	Jury Duty	18
16.02	Bereavement Leave	19
16.03	Special Leave	19
16.04	Rate of Pay.....	19
16.05	Personal Leave	19
16.06	Pregnancy and Parental Leave.....	19
ARTICLE 17 - PAYMENT OF WAGES AND ALLOWANCES.....		22
17.01	Pay Days	22
17.02	Equal Pay for Equal Work.....	22
17.03	Part-Time Employees	22
17.04	Meal Allowance.....	22
17.05	Clothing and Safety Equipment.....	22
17.06	Shift Premium	23
17.07	Lead Hand	23
17.08	Job Classification Rates	23
17.09	Temporary Assignment	23
17.10	High Rate to Apply	23
17.11	Risk Fund	23
17.12	Educational Courses	23
17.13	DZ License	24
17.14	24
ARTICLE 18 - JOB CLASSIFICATION AND RECLASSIFICATION		24
18.01	Job Description	24
18.02	No Elimination of Present Classifications	24
18.03	Changes in Classifications.....	25
18.04	Job Training and Equipment Training.....	25

ARTICLE 19 - INSURED BENEFITS.....	25
19.01 Hospital, Health, Dental Plan and Group Life Insurance	25
19.02 Early Retirement Benefits	25
ARTICLE 20 - SAFETY AND HEALTH.....	25
20.01 Joint Occupational Health and Safety Committee	25
20.02 Safety Committee.....	26
20.03 Workplace Accommodations	26
ARTICLE 21 - JOB SECURITY	26
21.01 Contracting Out Work.....	26
21.02 Disabled Employee's Preference	26
ARTICLE 22 - GENERAL	27
22.01 Continuation of Acquired Rights.....	27
22.02 Access to File	27
22.02 Bulletin Board	27
22.04 Employer Investigations	27
ARTICLE 23 - TERM OF AGREEMENT.....	28
23.01 Effective Dates.....	28
23.02 Notice of Changes.....	28
23.03	28
Schedule 'A'	30
Schedule 'B'	31
Benefit Matrix	32

The Corporation of the Town of Deep River and CUPE Local 740

This Agreement made this **3rd day of May, 2019**

BETWEEN:

THE CORPORATION OF THE TOWN OF DEEP RIVER

Hereinafter called "the Corporation"

Party of the First Part

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 740

Hereinafter called "the Union"

Party of the Second Part

WHEREAS in signing this agreement, it is the purpose of both Parties:

- (a) to maintain and improve harmonious relations and settled conditions of employment between the Corporation and the Union;
- (b) to recognize the mutual value of joint discussions in all matters pertaining to working conditions, employment, service, etc.
- (c) to encourage efficiency in operations; and
- (d) to promote the morale, well being and security of all employees in the Union.

THEREFORE the Parties agree as follows:

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Management Rights

The Union acknowledges that it is the function of the responsible officers of the Corporation to manage the business of the Corporation in all respects, and without restricting the generality of the foregoing, it is agreed that except to the extent that any particular function is restricted or modified by the express provision of this Agreement, that it is the function of the responsible officers of the Corporation to:

- (a) maintain order, discipline and efficiency, and to make and alter from time to time rules to be observed by employees so long as they are not inconsistent with any provision of this Agreement;
- (b) hire, discharge, transfer, promote, demote, suspend, lay off, or discipline employees, provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as herein provided. In the interests of mutual understanding and the efficient administration of this function the Corporation agrees that in the case of demotions, suspensions, layoffs, or discharge it will notify the Secretary of the Union of the action taken and the reason for this action.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 Bargaining Unit

The Corporation recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Corporation save and except:

- (a) CAO/Clerk
- (b) Division Head
- (c) Senior Staff
- (d) Deputy Clerk
- (e) Chief Building Official
- (f) Public Works Foreperson
- (g) Temporary employees
- (h) Grant employees, and
- (i) Student employees as defined in Section 2.03
- (j) Executive Administrative Assistant for the Director of Public Works

The Corporation hereby consents and agrees to negotiate with the Union, or its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, with the goal of arriving at a peaceful and amicable settlement of any differences that may arise between them.

2.02 Work of the Bargaining Unit

- (a) Except as provided in paragraphs (c) and (d), the Corporation will not permit employees of the Corporation who are not members of the bargaining unit to work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when members are not available.
- (b) The Corporation will not use a sequence or combination of temporary, grant, or student employees to replace or perform work of a member of the bargaining unit.
- (c) The Deputy Clerk is excepted from the provisions of paragraph 2.02 (a) for the purposes of providing all required general clerical support services for the Corporation in matters pertaining to confidential union or labour\management issues.
- (d) If the consent of the Union is given in advance in writing, grant employees may replace or perform the work of a member.

2.03 Definition of Employees

- (a) "**member**" means a member of the bargaining unit as set out in Section 2.01
- (b) "**full-time employee**" means a member who regularly works 30 hours per week or more.
- (c) "**part-time employee**" means a member who regularly works less than 30 hours per week.
- (d) "**temporary employee**" means a person employed by the Corporation for a period of not more than 3 consecutive months:
 - (i) to replace a member who is absent on an approved leave of absence under the terms of this Agreement, or
 - (ii) to perform a non-recurring task which has a duration of three months or less.
 - (iii) to fill any vacancy during the job posting provisions consistent with Article 10.04.
- (e) "**term employee**" means a member employed by the Corporation for a fixed period of more than 3 consecutive months to replace a member who is absent on an approved leave of absence under the terms of this Agreement. Term employees are not entitled to the provisions of Articles 9, 11, and 19 of this Agreement.
- (f) "**grant employee**" means a person employed by the Corporation under the provisions of a program which provides 50% funding for the grant employee's wages.

(g) **"student employee"** means either:

- (i) a person employed by the Corporation who at the same time is registered for full-time studies at a high school, college, university or other recognized learning institution, or
- (ii) a person employed by the Corporation for a period of less than 4 consecutive months, who, immediately previous to employment, was in full-time attendance at a high school, college, university or other recognized learning institution, and who, in addition, declares that he or she intends to resume such full-time attendance immediately following employment.

ARTICLE 3 - NO DISCRIMINATION

3.01 No Discrimination or Coercion

The Corporation and Union agree that there will be no discrimination, restriction, intimidation, coercion or harassment of any person by either party on the basis of race, colour, gender, marital status, disability, political or religious affiliation, or by reason of membership or non-membership in the Union or on any grounds under the Ontario Human Rights Code.

ARTICLE 4 - UNION SECURITY

4.01 Check-Off and Deductions of Union Dues

The Corporation agrees to deduct an amount equivalent to the monthly Union dues from the pay of all bargaining unit members. Such employees will sign an authorization to that effect on a form satisfactory to the Corporation. The total amount of such deductions shall be remitted monthly by cheque to the Secretary-Treasurer of the Union, unless otherwise directed under Section 39 of The Labour Relations Act and such cheque shall be accompanied by a list of the names, classification, regular hours worked, and overtime hours worked of all members from whose wages the deductions have been made.

4.02 New Employees

The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.

Within the first five (5) shifts, the employee's immediate supervisor shall introduce the new employee to their Union steward or representative who shall be allotted twenty (20) minutes to acquaint the new employee with the Collective Agreement.

4.03 Correspondence

All correspondence between the parties arising out of this agreement, or incidental thereto, shall pass to and from the CAO/Clerk and the Coordinators of the Union, including the CUPE National Representative assigned to the Local. The Union will inform the Employer of the names and contact information for the coordinators of the Local. The Employer shall notify the Union in writing of new hires.

4.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisers when dealing or negotiating with the Employer.

ARTICLE 5 - RESOLUTIONS AND REPORTS OF COUNCIL

5.01 Corporation to Notify Union

Copies of all resolutions adopted by the Corporation which affect this Agreement are to be:

- (a) forwarded to the Union; and
- (b) posted on the bulletin boards.

ARTICLE 6 - LABOUR MANAGEMENT RELATIONS

6.01 Bargaining Committee

The Corporation acknowledges the right of the Union to establish a bargaining committee to represent the Union for the purpose of bargaining for the renewal of this Agreement at the proper time, or for the purpose of engaging in discussions which may become necessary with respect to the amendment of this Agreement by consent of both parties. This committee will consist of not more than four (4) members. Four of these members, designated by the Union, shall be paid by the Corporation for attending meetings with management held within normal working hours, up to but not including arbitration. The Bargaining Committee may be assisted by a representative of the Union who is not an employee of the Corporation.

6.02 Labour Management Committee

A Labour Management Committee shall be established consisting of two (2) members representing the employer and two members representing the union.

The Labour Management Committee shall not have the jurisdiction to consider matters that are properly the subject of grievance or negotiations for the amendment or renewal of this agreement.

The committee shall meet as required at a mutually agreed time and place. A request for a meeting will be made in writing prior to the date proposed and will be accompanied by an agenda of matters proposed to be discussed. Employees shall not suffer any loss of pay for time spent with this committee.

An employer and a union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. Minutes of each meeting of the Committee shall be prepared by the party who requested the meeting, and shall be signed by both parties and distributed to members of the committee.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Grievance Committee

The Corporation acknowledges the right of the Union to appoint or otherwise select a Grievance Committee consisting of not more than three (3) members of the Bargaining Unit, one (1) of whom shall be designated to act as a Grievance Steward.

7.02 Duties of Grievance Committee

The Grievance Committee shall deal with matters arising out of the administration of this Agreement, and may be assisted by a representative of the Union who is not an employee of the Corporation.

7.03 Permission to Leave Work

An employee of the Corporation who is serving as Grievance Steward or as a member of the Grievance Committee may request and obtain permission to be absent from regular duties while dealing with any matter arising out of the administration of this Agreement, and if such permission is granted, the employee's regular remuneration will continue for the time spent during working hours in handling such matters, provided that in the opinion of the employee's supervisor an unreasonable amount of time is not spent away from regular duties.

7.04 Settling of Grievances

(a) Definition of Grievance

- (i) A grievance shall be considered as a difference between the parties in the interpretation, application or administration of this Agreement.
- (ii) All grievances must be in writing with an explanation of the violation of the collective agreement noting the clause violated and redress sought.
- (iii) Nothing within the grievance definition or procedure shall prevent an employee from discussing a concern or complaint with the employee's Supervisor or Division Head.

(b) Grievance Procedure

An earnest effort shall be made to settle any grievance in the following manner:

Step 1

A grievance may be submitted to the employee's Senior Staff or Division Head within five (5) working days of the occurrence giving rise to the grievance. Either party may request a meeting at Step 1. The Senior Staff or Division Head shall respond in writing within five (5) working days from receipt of the grievance.

Step 2

If not resolved at Step 1, a written grievance shall be submitted to the CAO/Clerk within five (5) working days, who shall arrange a meeting with appropriate representatives from management, the grievance committee and the grievor. The CAO/Clerk shall give a written response within ten (10) working days from the date of the grievance meeting.

Step 3

In the event that the CAO/Clerk's written response does not resolve the grievance, the Grievance Committee may, within five (5) working days of the CAO/Clerk's response, refer the matter in writing to Council.

Step 4

Council or a designate of Council shall respond in writing within ten working days from the date that the grievance was presented in writing to Council. If the response by Council does not resolve the matter, the grievance may be referred to mediation in accordance with Article 8.09 or to arbitration in accordance with Article 8.01.

(c) Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance

directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

(d) Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving. The grievance must be filed within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance. One individual will be selected by the Union executive to represent the group for purposes of the grievance procedure.

7.05 Unjust Suspension or Discharge

A claim by an employee that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected.

Wherever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the union of such suspension or discharge in writing.

ARTICLE 8 - ARBITRATION

8.01 Submission to Arbitration

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may within twenty (20) working days of the response by Council at Step 4 refer the difference or allegation to arbitration either through the expedited process of the Labour Relations Act, or to a board of arbitration, or to a single arbitrator. If a three person board is requested, the party shall refer the grievance to a board of arbitration by notifying the other party by registered mail, indicating the name and address of its appointee to the arbitration board. Within five (5) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two appointees so selected shall, within seven (7) days of the appointment of the second of them, appoint a third person who shall be the Arbitrator. If a single arbitrator is requested, the party shall, in its notice of intent to proceed to arbitration, suggest a person to serve as arbitrator.

8.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson, the appointment shall be made by the Minister of Labour, upon the request of either party.

8.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or discipline grievance by any arrangement which in its opinion it deems just and equitable.

8.04 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

8.05 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints;
- (b) one-half the fees and expenses of the Arbitrator.

8.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties to this Agreement.

8.07 Witnesses

At any stage of the grievance or arbitration procedure the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Corporation's premises to view any working conditions which may be relevant to the settlement of the grievance.

8.08 Joint Request for Grievance Mediation

The Union and the Employer may agree to participate in joint mediation, which shall be without precedent and prejudice to either party. The parties agree the mediator shall be non-compellable in any proceedings, litigation or hearings that may be subsequent to these mediation efforts. The parties recognize and accept these proceedings are voluntary and can be concluded at any time. The cost for these proceedings and the mediator shall be shared by the union and the employer. Failing satisfactory settlement of the grievance at mediation, either party may refer the grievance to arbitration (expedited or regular) within thirty (30) calendar days after mediation.

ARTICLE 9 - SENIORITY

9.01 Seniority

In this Agreement:

Seniority for full-time employees means the length of continuous service in the employ of the Corporation commencing on the date of first hiring, or as of May 17, 1995 for employees in positions that became part of the bargaining unit as of that date, calculated on a bargaining unit wide basis in accordance with paragraphs (a), (b) and (c); and

Seniority for part-time employees means the length of continuous service in the employ of the Corporation commencing on the date of first hiring, calculated on the basis of hours paid, on a bargaining unit wide basis in accordance with paragraphs (a), (b) and (c). A year's seniority shall be calculated on the basis of 2080 hours paid equals one year seniority. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.

- (a) An employee shall retain and accrue seniority when:
 - (i) actually at work for the Corporation;
 - (ii) absent due to a paid leave of absence;

- (iii) absent on vacation or on paid holidays;
 - (iv) absent on education leave up to a maximum of twelve (12) months;
 - (v) absent due to injury or illness covered by Workers' Compensation up to a maximum of twenty-four (24) months;
 - (vi) absent on statutory pregnancy and parental leave.
- (b) An employee shall retain but not accrue seniority when:
- (i) absent without pay due to illness for a period not exceeding twelve (12) months;
 - (ii) absent on an unpaid leave granted for educational purposes beyond twelve (12) months;
 - (iii) absent on a layoff for a period of up to twelve (12) consecutive months.
 - (iv) absent on personal leave without pay under Article 16.05 for a period of up to twenty-four (24) consecutive months.
- (c) Seniority shall terminate and an employee shall cease to be employed by the Corporation when the employee:
- (i) voluntarily terminates employment with the Corporation;
 - (ii) is discharged and is not reinstated through the grievance procedure or arbitration;
 - (iii) is off the payroll due to layoff for a period of more than twelve (12) consecutive months;
 - (iv) is off the payroll as a result of an unpaid sick leave of absence for a period of more than twelve (12) consecutive months;
 - (v) is absent as a result of a compensable accident under the Workplace Safety and Insurance Act, 1997, S.O. 1997, for more than twenty-four (24) consecutive months;
 - (vi) is absent without leave for three (3) consecutive days without giving a reason satisfactory to the Corporation;
 - (vii) fails to report to work within five (5) working days after receipt of, or the return of a registered letter of recall from the Corporation sent to the employee's last known address without giving a reason satisfactory to the Corporation.
- (d) A term employee who is hired as a regular full-time or part-time employee without interruption in service shall, upon successful completion of the probation period required by Article 10.05, be credited with service and seniority from the date of first employment as a term employee.
- (e) An employee who has worked as a "term employee", as defined in Article 2.03, and is subsequently hired into that same classification without interruption in service, as a regular full-time or part-time employee, shall have the time worked as a term employee recognized for seniority purposes.

9.02 Seniority List

The seniority list shall be revised in January of every year and a copy given to the Union.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 Job Postings and Internal Competitions

- (a) Unless waived by mutual agreement, internal competitions will be held for vacant or newly created positions in the bargaining unit which the Corporation wishes to fill. The Corporation shall give notice of such competitions as hereafter set out at least five working days prior to closing the competition.
- (b) The Corporation will not advertise such vacancies externally nor hire any new employee for such positions until it has considered applications from within the bargaining unit. The position will be filled by a member provided he or she has the necessary qualifications and the ability to perform the particular work required.
- (c) The Corporation shall give notice of any such competitions as required in paragraph (a) by:
 - (i) notifying the Union, in writing,
 - (ii) notifying all laid off members by registered mail addressed to the members' last known address as recorded with the Corporation, and
 - (iii) posting a notice on the Corporation's bulletin boards.

10.02 Information on Postings

Such notice shall contain the following information: nature of position, required knowledge and education, ability and skills, whether day, evening or night shift, and salary rate or salary range. The Union shall be advised in writing of the name of the successful applicant.

10.03 Recognition of Seniority

An employee's qualifications and ability to perform the required task shall be the determining factors in all cases of appointment, transfer, or promotion, and in the advancement of employees to higher classifications. Where these factors are deemed equal between two or more employees, seniority shall be the determining factor.

10.04 Time for Filling Vacant Positions

The Corporation will endeavour to complete the process under this Article within 60 days of the position becoming vacant.

10.05 Probation

New employees hired under this Article shall serve a probation period of six (6) months. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure.

10.06 Job Evaluation/Pay Equity

The purpose is to reach agreement with respect to the process to carry out a Joint Gender-Neutral Job Evaluation Program in accordance with the maintenance provisions of the *Pay Equity Act* as amended, and the general objectives and principles set out in this agreement pertaining to a Joint Gender-Neutral Job Evaluation Program, between the Corporation of the Town of Deep River and the Canadian Union of Public Employees (CUPE) Local 740 ("the parties").

To jointly implement a single Gender-Neutral Job Evaluation Plan using the CUPE Evaluation Tool to achieve equal pay for work of equal value for all jobs within the CUPE Local 740 Bargaining Unit at the Town of Deep River. This plan will encompass the following main factors detailed in the *Pay Equity Act*.

- (a) Skill
- (b) Effort
- (c) Responsibility
- (d) Working conditions

ARTICLE 11 - LAYOFF AND RECALL

11.01 Layoff Procedure

A "lay-off" is defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

In the event of a lay-off by the Corporation, the Corporation agrees to the following procedures:

- (a) All student, grant, term and temporary employees shall be laid off first, provided that the members not laid off have the necessary qualifications and the ability to perform the particular work required. A grant employee may be retained if no member fulfils the requirements of the grant program involved.
- (b) Members shall be laid off in reverse order of their seniority, providing the employee whose service is retained through seniority has the qualifications and the ability to perform the particular work required.
- (c) The Corporation shall not act in an arbitrary or unfair manner when determining a member's qualifications and ability for the purposes of (a) and (b) above.

11.02 Recall Procedure

- (a) The Corporation shall recall laid off members in order of seniority, providing the member who is recalled has the qualifications and the ability to perform the particular work required.
- (b) The Corporation shall not require laid off members to apply for a vacancy in a job classification different from that from which they were laid off.
- (c) No new employees will be hired until those laid off are given an opportunity of recall as provided for in this agreement.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 Hours

Hours of work for all employees shall be as set out for each job classification in Schedule 'A' to this agreement.

12.02 Notification of Winter Shift Schedule

Where circumstances permit, the Corporation will make a reasonable effort to give employees seventy-two (72) hours' notice of the start of the winter shift schedule.

12.03 Notification of Part-time Staff Schedule

Where circumstances permit, part-time staff will be given at least one week's written notice of posted assignment of regular work hours.

12.04 Overtime - Full-Time Employees

The Corporation will pay full-time employees, except those in the classifications "Senior Pool Supervisor" and "Assistant Facility Supervisor", time and one-half for all hours worked beyond the normal work day or work week, except in the following cases:

- (a) Overtime work in excess of 10 hours beyond the employee's basic scheduled work week shall be paid at the rate of double time.
- (b) All work performed beyond 8 hours on the first day of rest shall be paid at the rate of double time.
- (c) All work performed on the second day of rest shall be paid at the rate of double time.
- (d) All work performed on holidays shall be paid at the rate of double time.

Overtime will be distributed as equitably as practical among qualified employees.

12.05 Overtime - Other

The Corporation will pay time and one-half for all hours worked:

- (a) by any part-time employee in excess of 80 hours in a bi-weekly pay period;
- (b) by the Senior Pool Supervisor in excess of 70 hours in a bi-weekly pay period; and
- (c) by the Assistant Facility Supervisor, Building Custodian, and the Facilities Worker in excess of 80 hours in a bi-weekly pay period.

12.06 Notice of Overtime

Employees shall be given such reasonable notice of overtime assignments as is practical in each instance.

12.07 Overtime Prior to Starting Time

An employee required to work overtime immediately prior to the regular starting time shall be paid at least two (2) hours at the overtime rate.

12.08 Minimum Call-Back Time

When an employee completes a work day, leaves work, and is subsequently called back to work overtime, the Corporation will pay the employee a minimum of three (3) hours at the overtime rate. If the employee has not been given 12 hours' notice of such overtime work, the Corporation shall pay an additional hour's pay at straight time.

12.09 Time off in Lieu of Overtime Payment

Instead of cash payment for overtime an employee may choose to receive time off in lieu. Time off in lieu shall be calculated as the monetary value of the employee's overtime worked divided by the employee's regular straight time rate. Time off in lieu shall not accumulate beyond the equivalent of one normal work week, and shall be taken at a time that is mutually agreeable to the employee and the Corporation. Overtime shall be paid as per Article 12.04 unless specifically allocated by the employee to time off in lieu at the time the overtime is worked.

12.10 Standby

- (a) Standby duty shall be defined as being readily available to receive calls and take appropriate action during a standby period. The employee on standby duty according to the roster will be notified when a request for the services of the Works Department is received during a standby period.
- (b) Standby periods shall be defined as the period from 1600 hours until 0730 hours Monday through Thursday and Friday at 1600 hours until Monday morning at 0730 hours.
- (c) The Director of Public Works or designate will prepare a standby duty roster annually, and shall distribute standby duties equitably among participating employees. Each employee shall participate in the roster on an annual basis, and shall continue to participate for the duration of the year except in exceptional circumstances with the approval of the Director of Public Works.

- (d) For each standby period, the Corporation will pay to the employee on standby duty an amount of two dollars (\$2.00) per hour or three dollars (\$3.00) per hour on a Statutory Holiday.
- (e) If a call-back is required in the last two hours of a standby period, the employee on standby will not necessarily be called back.
- (f) Employees will be permitted to exchange standby assignments. It will be the responsibility of the employee that is listed on the roster to ensure that this coverage is provided.
- (g) The Corporation will provide employees on standby with a beeper or other portable paging device. Employees on standby will be expected to respond by telephone within fifteen (15) minutes and respond in person within forty-five (45) minutes.

12.11 The Corporation will pay a member at his or her straight time rate for travel outside of normal working hours to and from work-related training and/or courses, or on Town business, provided that the travel has been approved by the member's supervisor; and, the travel is to or from a location more than 150 kilometres from the member's workplace.

Where the training or Town business as set out above is scheduled to begin at or before 9:00 a.m., the member shall be permitted to travel on the previous day, and the member shall be compensated for mileage and/or other out-of-pocket travel expenses in accordance with current Town policy.

ARTICLE 13 - HOLIDAYS

13.01 List of Holidays

The following shall be recognized paid holidays:

New Year's Day	Family Day
Good Friday	Civic Holiday
Victoria Day	Labour Day
July 1 st	Thanksgiving Day
Boxing Day	Christmas Day

and any other day proclaimed by the Federal, Provincial or Municipal government as a holiday. The Corporation further agrees that all full-time employees will be allowed one half day off with pay on Christmas Eve Day and one half day off with pay on New Year's Eve Day; and two additional days that are mutually agreeable to the employee and the Corporation.

13.02 Holidays Falling on Weekends

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday or the preceding Friday will be declared a day off with pay.

13.03 Qualifications for Holiday Pay

Employees who are regularly at work when the holiday occurs and not laid off or absent due to sickness (except sickness authorized by doctor's certificate), accident or leave of absence, and who have worked the last regular shift scheduled for them prior to the day on which the holiday is observed, and who work the next regular shift scheduled for them after the holiday is observed, shall be paid for the holiday.

13.04 Work Performed on a Holiday

Full-time employees required to work on a holiday shall be paid for the hours worked at the rate of double time in addition to the allowance for the holiday.

ARTICLE 14 - VACATIONS

14.01 Length of Vacation

(a) New full-time employees earn vacation at the rate of 1-1/4 days per month. After six calendar months of service they are credited with vacation leave to the extent of the amount they will earn to the end of the vacation year.

(b) Following the same principle, full-time employees who have completed six months or more service will be credited with annual vacation as follows:

Less than one year	1-1/4 days for each month, to a maximum of 15 days
One year or more	15 working days
Eight years or more	20 working days
Fifteen years or more	25 working days
Twenty-five years or more	30 working days

(c) Following the same principles as in (a) and (b) above, part-time employees shall earn vacation pro-rated on the basis of hours worked.

14.02 Holidays During Vacation

For each holiday declared or observed during an employee's vacation period, the employee shall be granted an additional day's vacation.

14.03 Vacation Pay on Termination

(a) An employee leaving the Corporation's employ at any time in the vacation year before taking vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

(b) When an employee dies, the Corporation shall pay the value of vacation credits owing as of the date of death to the employee's estate.

(c) An employee who leaves full-time employment with earned vacation to their credit shall be paid the unused portion of their vacation credits. An employee who has used vacation leave credits not yet earned will be required to reimburse the employer for the unearned portion of vacation leave.

14.04 Accumulation of Vacation

An employee shall be allowed to carry over up to ten (10) vacation days with no approval required.

14.05 Vacation Pay

An employee, upon giving one (1) week written notice shall be entitled to their vacation pay prior to taking vacation.

14.06 Vacation Leave Records

A record of vacation leave shall be provided to employees on their bi-weekly pay slip.

ARTICLE 15 - SICK LEAVE PROVISION

15.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay for reason of being sick or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act, 1997, S.O. 1997.

15.02 Effective June 1, 2019 all full-time employees represented by this Collective Agreement shall be entitled to the Short Term Disability (STD) and Long Term Disability (LTD) Program provided for within this article.

Effective June 1, 2019, all employees represented by this Collective Agreement shall have their Sick Leave Banks frozen at the amounts as at May 30, 2019. These amounts may be reduced to supplement income while on disability in accordance with the plans and shall not exceed the all source maximum. The employee's Sick Leave Bank may be reduced to supplement WSIB benefits to 100% of their positions annual income. (STD, LTS, WSIB)

Employees represented by this Collective Agreement shall receive fifty percent (50%) of the accumulated Sick Leave Bank at the time they leave the employment of the Town of Deep River, to a maximum of six (6) months' pay. In the event the employee represented by this Collective Agreement becomes deceased, this benefit shall be paid to their estate.

The Accumulated Sick Leave Program provided prior to June 1, 2019 shall be eliminated and replaced with the Short Term Disability (STD) and Long Term Disability (LTD) program as follows:

15.03 Short Term Disability

1. The Town of Deep River provides income protection through a Short Term Disability Plan for periods of up to seventeen (17) weeks, per incident.
2. All full-time employees covered by this Policy are eligible for coverage after three (3) months service with the Town, except if there is a break in service. The pro-rated part-time service is reflected in determining eligibility under the waiting period and for the purpose of determining the extent of leave available at one hundred (100%) percent of salary.
3. The following apply to coverage:
 - (a) coverage is in effect twenty-four (24) hours per day and provides income protection for any illness or injury that is not covered by *Workplace Safety and Insurance Benefits* and the *Ontario Automobile Insurance Act*;
 - (b) when an employee becomes eligible for coverage, coverage commences with the first day of illness based on the following benefit schedule:

Length of Service	100% of Salary	67% of Salary
3 months but less than 1 year	1 week	16 weeks
1 year " 2 years	2 weeks	15 weeks
2 years " 3 years	3 weeks	14 weeks
3 years " 4 years	4 weeks	13 weeks
4 years " 5 years	5 weeks	12 weeks
5 years " 6 years	7 weeks	10 weeks
6 years " 7 years	9 weeks	8 weeks
7 years " 8 years	11 weeks	6 weeks
8 years " 9 years	13 weeks	4 weeks
9 years and over	17 weeks	0 weeks

- (c) an employee covered by this benefit has up to seventeen (17) weeks of benefit coverage per illness/disability. Based on the number of years of service, an employee may be eligible for coverage at one hundred (100%) percent of salary or sixty-seven (67%) percent of salary in accordance with the above schedule.
- (d) Annually employees will be provided with seven (7) incidental sick leave days.
- (e) if an employee returns to work and has a recurrence of the same illness/disability, the employee is entitled to sick leave of seventeen (17) weeks minus the period of sick leave used for the previous occurrence(s);
- (f) reoccurrence after three (3) consecutive weeks of full duty and full hours, reinstatement of full entitlement;
- (g) if, during any fully paid leave of absence, an employee becomes ill, the employee advises the employer of the illness. Appropriate certification, if required, is requested. An employee on any leave of absence that is not a fully paid leave is not eligible for payment of short term benefits in the event of illness. Eligibility for short term benefits is reinstated once the employee returns to work, as authorized;
- (h) if an employee is sick/disabled, other forms of leave cannot be substituted for the employee's sick leave entitlement;
- (i) if, during the short term disability leave, an employee is laid off or terminated other than for retirement, the employee continues on short-term disability leave until the earliest of:
- (i) the expiry of their short term disability coverage (seventeen (17) weeks per incident); or
 - (ii) the end of the illness;
- (j) if notice of layoff or termination is given prior to the commencement of the short term disability leave, and the short term disability leave starts within two (2) calendar months of the layoff/termination date, the leave stops on the layoff/termination date;
- (k) if an employee does not provide functional abilities information and/or satisfactory medical information to support total disability for an absence that is forecast to be for more than ten (10) consecutive working days, short term disability benefits can be suspended;

- (l) participation in the return to work program performing modified work concurrent with functional abilities is expected if offered. Non-participation may result in suspension of short term disability benefits;
- (m) if an employee returns to work through participation in a modified work program (work hardening program) but is unable to return to full hours, their remaining sick entitlement can be used to cover the hours they unable to work (eg. employee usually works 7 hrs./day - 5 days/week, employee has two weeks (70 hours) of short term sick leave remaining; employee returns to work through a modified work program (work hardening program) but is only able to work 4 hrs./day - 3 days/week; employee will be paid regular for 12 hours/week and short term sick leave entitlement for the remaining 23 hours/week); and
- (n) if an employee returns to work through participation in a modified work program (work hardening program) but is unable to return to full hours, their sick leave entitlement is pro-rated (eg. employee usually works 7 hrs./day- 5 days/week but is currently working 3 ½ hrs./day - 5 days/week; employee calls in to work with an unrelated illness; employee is entitled to one-half (1/2) entitlement one-half (1/2) day as opposed to one (1) full day).

4. The following apply to benefit and service continuation:

- (a) during the period of short term disability all benefit coverage continues subject to proper and acceptable medical certification for absence. If employment is terminated during the short term disability leave, benefits cease on the termination date except for LTD coverage relevant to the present disability causing the employee to be on short-term disability. Life coverage should be continued until approval of LTD; and
- (b) vacation credits and statutory holidays will not accrue after a period of thirty (30) consecutive days of leave for illness, including WSIB. Service will not accumulate after one (1) calendar year of absence.

5. The following apply to medical certification for leave:

- (a) a medical certificate is required under the short term plan in the following circumstances:
 - (i) during the period of short term sick leave if the leave continues beyond three (3) consecutive days; and/or
 - (ii) for continuation of paid sick leave beyond layoff or termination as outlined in 15.03(3)(h)
- (b) in addition, employees in hourly paid classifications require medical certificates:
 - (i) for any sick leave of absence of three (3) consecutive days or longer
- (c) during the short-term sick leave, straight time pay is continued; however, if proper medical certification is not provided as required, the absence is without pay, and deducted from future earnings.

6. The following apply to medical examination:
 - (a) in the situation when a medical certificate of disability is deemed unsatisfactory by the Employer or if abuse of sick leave is suspected, or excessive sick leave usage appears to occur, an employee may be required to have an independent medical examination by a physician agreed upon by the Parties;
 - (b) an employee eligible to continue paid sick leave beyond layoff or termination, as outlined in 15.03(3)(h), may be required to have a independent medical examination by a physician agreed upon by the Parties; and
 - (c) applicable costs involved are paid by the Employer.

15.04 Long Term Disability

1. The Town of Deep River provides an insured Long Term Disability Plan for income protection against illness or disability that extends beyond seventeen (17) weeks.
2. The following apply to employee eligibility:
 - (a) an employee must be actively at work - an employee is considered to be actively at work if when the disability occurs they was carrying out their duties at the place of business or some other location required by the business; and,
 - (b) before coverage begins, an employee must satisfy the waiting period of 119 days.
3. The following is a definition of disabled and disability:
 - (a) during the first twenty-four (24) months of payments, an employee will be considered disabled if they are unable to perform the essential duties of their own occupation due to illness or injury. The availability of work is not considered when assessing disability; and,
 - (b) after twenty-four (24) months of payments, the employee will be considered disabled due to illness or injury if unable to perform the essential duties of any occupation for the employer or any other employer for which the employee is qualified or could reasonably become qualified based on education, training or experience. The availability of work is not considered when assessing disability.
4. The following apply to Disability Income Benefit:
 - (a) if an individual becomes disabled due to disability while insured under the policy, the employee may be eligible for Long Term Disability benefits subject to the terms of this coverage; and,
 - (b) Long Term Disability premiums will be waived while the employee is receiving Long Term Disability benefits.
5. The following apply to Rehabilitation:
 - (a) rehabilitation programs are designed to help the employee recover faster and return to work;

- (b) these programs may include returning to work on a part-time basis or returning to modified duties. While participating in an approved rehabilitation program by the insurer, the employee will continue to receive adjusted disability payments; and,
 - (c) if the employee is found to be reasonably suited to participate in a rehabilitation program and refuses to do so, the insurance company will stop making Long Term Disability payments.
6. The following apply to integration:
- (a) if an individual becomes disabled according to the terms of the policy and is receiving other periodic payments that they are entitled to, there will be an integration of benefits according to the details of the policy.
7. The following apply to exclusions:
- (a) Long Term Disability payments will not be made if the disability is related to a pre-existing condition subject to the following definition:
 - (i) the start date of the disability occurs during the first twelve months of the employee's coverage; and,
 - (ii) the disability is directly or indirectly related to a condition for which, within ninety (90) days before coverage began, the employee visited or consulted with a physician or paramedical practitioner or had tests done or received treatment, regardless of whether a diagnosis was made.
 - (b) Notwithstanding the pre-existing clause, there are other exclusions and limitations, please refer to the policy for further details.
8. The following apply to claims:
- (a) The Human Resources Department are advised at least six (6) weeks prior to the normal commencement of Long Term Disability if there is any probability that the illness will extend beyond seventeen (17) weeks. The appropriate documentation is provided to commence a claim procedure.

15.05 Compassionate Leave

An employee's sick leave may be used when it is necessary for an employee to be with a sick family member or take a family member to a medical appointment or to the hospital. Family in this case is defined as mother, father, spouse or children of the employee. Leave granted under this clause shall not exceed three (3) days per year.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Jury Duty

The Corporation will pay an employee who is required to be absent from work to serve on a jury or to appear as a Crown Witness an amount equal to the employee's pay at the normal rate for the regular working hours missed less the fee received by the employee for such service or appearance.

16.02 Bereavement Leave

When a death occurs in an employee's immediate family, the Corporation shall, upon request, grant leave with pay to the employee to arrange and attend the funeral and settle the estate within one (1) year of the testator's death. Leave of absence of up to five (5) days with pay may be granted to the employee to attend the funeral of a spouse, mother, father or child. Leave of absence of up to three (3) days with pay may be granted to an employee to attend the funeral of a foster parent, brother, sister, father or mother of the employee's spouse or other relative living with the employee.

Leave of absence of one (1) day with pay may be granted to an employee to attend the funeral of a brother-in-law, sister-in-law, grandparents, grandchild, son-in-law and daughter-in-law.

16.03 Special Leave

All full-time employees shall, upon request, be granted three (3) days' leave with pay on getting married. Employees who receive such leave and terminate employment voluntarily within six (6) months thereafter, shall, however, be required to refund in full the pay received for the days concerned.

16.04 Rate of Pay

Wages paid to an employee for a period of bereavement or special leave shall be at the rate of normal pay for work performed during normal hours on the day preceding the beginning of such leave but not more than the wages that would have been paid had the employee worked a normal number of working hours on the day or days of bereavement or special leave.

16.05 Personal Leave

The Corporation may at its discretion, grant personal leave without pay at the employee's request.

16.06 Pregnancy and Parental Leave

(a) Pregnancy Leave

- (i) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (ii) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Town with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (iii) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Town at least two (2) weeks in advance thereof.
- (iv) Effective on confirmation by Employment Insurance Canada of the appropriateness of the Town's Supplementary Unemployment Benefits (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a

supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of the weekly employment insurance benefits and any other earnings. Receipt by the Town of the employee's employment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

In addition to the foregoing, the Town will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (v) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while a full-time employee is on pregnancy leave.

Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while a part-time employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

- (vi) For full-time employees the Town will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

For part-time employees, the Town will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Town will register those benefits as part of the Supplemental Employment Benefit Plan with Employment Insurance Canada.

- (vii) Subject to any changes to the employee's status which would have occurred had the employee not been on pregnancy leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

(b) Parental Leave

- (i) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as her own.
- (ii) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service

requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

- (iii) An employee who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (iv) An employee who is an adoptive parent shall advise the Town as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.
- (v) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (d) above by written notification received by the Town at least two (2) weeks in advance thereof.
- (vi) Effective on confirmation by Employment Insurance Canada of the appropriateness of the Town's Supplemental Employment Insurance Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental employment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of her normal weekly earnings and the sum of his or her weekly employment insurance benefits and any other earnings. Receipt by the Town of the employee's employment insurance cheque stubs shall constitute proof that the employee is in receipt of employment insurance parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on her last day worked prior to the commencement of the leave times the employee's normal weekly hours plus any wage increase or salary increment that the employee would be entitled to receive if she were not on parental leave.

In addition to the foregoing, the Town will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first two (2) week period of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (vii) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while a full-time employee is on parental leave.

Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while a part-time employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

(viii) For full-time employees the Town will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks while the employee is on parental leave.

For part-time employees the Town will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of parental leave. The Town will register those benefits as part of the Supplemental Employment Benefit Plan with Employment Insurance Canada.

(ix) Subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

ARTICLE 17 - PAYMENT OF WAGES AND ALLOWANCES

17.01 Pay Days

The Corporation shall pay employees every two (2) weeks, on the Thursday following the close of the two (2) week earning period, wages in accordance with Schedule 'A', attached hereto and forming part of this Agreement.

17.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

17.03 Part-Time Employees

The Corporation shall pay to employees working regular part-time in full-time classifications listed in Schedule 'A' an amount in lieu of benefits available to full-time employees equal to eight percent (8%) of the basic part-time wage. Where a part-time employee participates in the O.M.E.R.S. pension plan the Corporation shall contribute a further six percent (6%) of the basic part-time wage to the O.M.E.R.S. plan on behalf of such employee.

17.04 Meal Allowance

When an employee is required to work overtime lasting a minimum of one hour beyond the regular work period, and is given less than four hours' notice thereof, the employee shall be paid for a meal break of one-half hour and shall receive a meal allowance of \$12.00. This provision shall be repeated every four hours thereafter.

When employees are called in for a Saturday or Sunday emergency and they work in excess of five (5) continuous hours, if the Employer does not provide a meal, the employee shall be paid for a meal break of one-half hour and shall receive a meal allowance of \$12.00.

17.05 Clothing and Safety Equipment

(a) The Corporation will provide protective clothing as follows for the personal use of each employee who is required by the Corporation to wear these items for work:

- (i) two pairs of coveralls (winter coveralls to have reflective safety material)
- (ii) one hard hat with winter liner

The Employer will replace these items when they become outdated, worn or damaged beyond usefulness, provided that the Corporation may recover the cost of such replacement from any employee when in the Director of Public Works' opinion the replacement reasonably should not have been necessary.

- (b) Every employee who is required by the Corporation to wear safety boots for work shall provide same to the satisfaction of the employee's supervisor, and upon completion of the probationary period the Corporation will reimburse the employee \$225.00 for the cost of the boots, upon submission of proof of purchase, within any twelve-month period. Effective March 1, 2020, boot reimbursement will increase for \$275.00. Effective March 1, 2022, boot reimbursement will increase to \$300.00.
- (c) Effective March 1, 2020, employees required by the Corporation to wear a swim suit for work shall provide same to the satisfaction of the employee's supervisor, and upon completion of the probationary period the Corporation will reimburse the employee \$50.00 for the cost of the swim suit, upon submission of proof of purchase, within any twelve-month period.
- (d) The Corporation will maintain a supply as appropriate of additional clothing and safety equipment (such as rain-suits, gloves, waders, insulated rubber boots, safety glasses, respirators, dust masks, etc.) for use by employees as required.

17.06 Shift Premium

A shift premium of forty-four cents (\$.44) per hour shall be paid to employees during the #2 (evening) shift.

17.07 Lead Hand

An employee designated as a lead hand shall be paid five per cent (5%) per hour more than the rate for the employee's regular classification.

17.08 Job Classification Rates

Employees shall be paid the regular rate listed for their classifications until such time as they are transferred by the Corporation to another classification in accordance with the provisions of this Agreement.

17.09 Temporary Assignment

When a member is temporarily assigned by their supervisor to do the duties of a higher paid classification for one hour or more, the member shall be paid at the higher rate for all hours worked at the duties of the higher paid classification. No member shall suffer a reduction in pay when they are temporarily assigned to a lower paying classification. The Corporation shall not act in an arbitrary or unfair manner when making or continuing temporary assignments.

17.10 High Rate to Apply

Where an employee qualifies for payment at premium rates under more than one provision, the Corporation shall pay that which provides the higher rate but shall not pay any additional compensation in respect to other provisions.

17.11 Risk Fund

Overages and shortages of cash shall be deemed to be the Corporation's gain or loss. It is understood that this shall not affect management's right to discipline.

17.12 Educational Courses

Where employees are required by legislation, regulation or the Employer to take courses to upgrade or acquire new employment qualifications, or to maintain existing qualifications, in connection with their job duties and responsibilities, the Corporation shall

pay the full tuition costs associated with the courses and shall make available to the employee any text books required.

17.13 DZ License

For staff who require a DZ license, it is recognized that legislation requires them to have a physical (medical exam). The Employer will pay up to \$125.00 for the cost of the medical exam as required by legislation.

17.14 Administrative staff may be scheduled in advance to work up to 11:00 pm to perform duties related to evening meetings and regular work responsibilities required to be completed. The administrative staff in this scenario may;

(a) work their regular daytime hours of work and with the mutual consent of both parties, leave the workplace and return for the required time after 4:30 pm. All hours worked in the evening may be banked at straight time,

or

(b) work 2:00 pm to 10:00 pm on the day of the meeting. A shift premium of forty-four cents (\$0.44) per hour shall be paid to staff working after 5:00 pm. No time shall be banked.

ARTICLE 18 - JOB CLASSIFICATION AND RECLASSIFICATION

18.01 Job Description

The Corporation shall provide the Union with copies of the existing job description for every position within the bargaining unit.

In the event that the Employer decides upon a new or changed occupational classification, the Employer shall determine the job description and the rate of pay of such new classification and provide such information to the Union.

If the Union does not give a written objection with respect to the proposed wage rate to the Corporation within one month of the date of such notice, Schedule "A" to this Agreement shall be modified in accordance with the Corporations determination. If the Union gives a written objection, the parties shall meet to negotiate the wage rate. If the wage rate is not resolved by this means within thirty (30) days of the date of the Union's objection, then the dispute may be submitted to arbitration in the same manner as a grievance. Nothing in the foregoing prohibits the Employer from filling a new job classification subject to the terms of the Collective Agreement.

18.02 No Elimination of Present Classifications

Existing classifications shall not be eliminated without prior agreement with the Union.

With the Union's written agreement, Schedule "A" to this Agreement will be updated to list current job classifications only.

The parties agree that the job classifications which were previously listed in Schedule "A" in the collective agreement which expired February 28, 2000 shall remain bargaining unit work in accordance with Article 2.01.

18.03 Changes in Classifications

When the duties or volume of work in any classification are changed or increased, or where the Union or an employee feels an employee is unfairly or incorrectly classified, or when any position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Corporation and the Union. If the parties are unable to agree on the reclassification or rate of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled.

18.04 Job Training and Equipment Training

Any employee who must perform tasks for another employee who is sick or on holidays must be adequately trained to handle those duties.

ARTICLE 19 - INSURED BENEFITS

19.01 Hospital, Health, Dental Plan and Group Life Insurance

The Corporation shall pay 100% of the premiums of the following plans for all full-time employees after three (3) calendar months of service:

- (a) Life insurance in the amount of two (2) times earnings plus Accidental Death and Dismemberment benefits.
- (b) Extended Health Care Plan or mutually agreed alternative including coverage for dependant children up to the age of 25 years within the parameters of the plan (glasses coverage to \$200.00 every 24 months). Effective March 1, 2014, glasses coverage will increase to \$300.00 every twenty four (24) months.
- (c) Dental Plan #9 or equivalent using the current O.D.A fee schedule, including coverage for dependant children up to the age of 25 years within the parameters of the insured plan.
- (d) Semi-Private Hospital coverage or equivalent.

The Corporation will continue to provide and pay its share of the premiums for the above insured benefits during the period that an absent employee continues to retain and accrue seniority under Article 9.01(a), and during the first eight (8) months of an employee's absence under Article 9.01(b).

Employees who have been approved for Long Term Disability (LTD) coverage, may pay 100% of the premiums for EHC/Dental while off on approved LTD up to the age of 65.

19.02 Early Retirement Benefits

Employees who are eligible to retire at an unreduced pension under the terms of the pension plan and who opt to take early retirement will continue to receive drug and dental benefits under 19.01 at the employer's expense until such employees reach the age of sixty-five (65). Such benefits will have a claims maximum of \$50,000 commencing from the date of retirement.

ARTICLE 20 - SAFETY AND HEALTH

20.01 Joint Occupational Health and Safety Committee

- (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.

- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of the Joint Occupational Health and Safety Committee at least three (3) representatives, one of which will be a certified member, selected or appointed by the Union from amongst bargaining unit employees.
- (c) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- (d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (e) Meetings shall be held every month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make same available for review.
- (f) Time off for such representative(s) to attend meetings of the Joint Occupational Health and Safety Committee spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his regular or premium rate as may be applicable.
- (g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and of practices.

20.02 Safety Committee

Time spent by employees in performance of their duties as members of the Joint Safety Committee shall be considered as time worked and payment shall be on the basis of straight time.

20.03 Workplace Accommodations

- (a) Employees who request workplace accommodation will be given the option to have Union representation at meetings where a return to work (RTW) accommodation is developed. If the employee elects to have Union representation, any member of the Local executive may be asked to participate.
- (b) It is understood that once the initial return to work plan has been developed, the employee's supervisor will meet with the employee on a regular basis as required. In the event the employee has concerns over any return to work plans, the employee may elect to request a Union representative attend the meeting with the Employer.

ARTICLE 21 - JOB SECURITY

21.01 Contracting Out Work

The Corporation agrees that no member of the bargaining unit shall be laid off by reason of work being contracted out by the Corporation. The Corporation further agrees not to contract out work normally done by bargaining unit members if such action would reduce the total full-time complement in the bargaining unit to below sixteen members.

21.02 Disabled Employee's Preference

Any employee covered by this Agreement who has given good and faithful service to the Corporation and who, through advancing years or temporary disablement, is unable to perform his or her regular duties, shall be given the preference of any light work available at the salary payable at the time for the position to which he or she is assigned.

ARTICLE 22 - GENERAL

22.01 Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, or if there is an amalgamation, annexation, merger or other structural change of the Corporation, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the employees shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiation.

22.02 Access to File

Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. An employee has the right to request copies of any evaluations in this file.

To gain access to their personnel file, the employee must provide the CAO/Clerk or designate with at least twenty-four (24) hours written notice. Such viewing will only take place during regular business hours Monday through Friday.

No offence shall be used against an employee after twenty-four (24) months of its commission, provided that no similar offence was committed within this period.

22.03 Bulletin Board

At each work site, in a location mutually agreed to by the Union and the Employer, the Employer will provide a bulletin board for use of the Union.

22.04 Employer Investigations

- (a) When the Employer is conducting a workplace investigation, the employees who are the primary subject of any investigation will be entitled to have Union representation during the investigation. Witnesses or individuals who are not the primary subject of the investigation will be expected to meet with the Employer without a Union representative.
- (b) The member being investigated shall have the choice of their executive member to represent them in the investigation meeting, however, if said representative is not readily available, another executive member may be asked to participate by the Employer.
- (c) Any member of the CUPE executive that sits in on an Employer investigation will be required to ensure that anything learned during the investigation remain confidential.
- (d) All parties would be expected to follow the Employer's protocols for conducting the investigation.

ARTICLE - TERM OF AGREEMENT

23.01 Effective Dates

This Agreement shall be binding and remain in effect from March 1, 2019 to February 29, 2024, and shall continue from year to year thereafter unless either party gives to the other party notice by registered mail of the termination, or of a desire to negotiate the amendment or modification of this agreement as hereinafter provided, for a further year without change, and so on from year to year thereafter

23.02 Notice of Changes

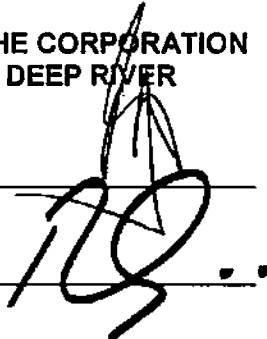
Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

23.03 Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) day prior to the termination date, give notice in writing to the other party. Within ten (10) working days of the receipt of such notice, a date shall be established for the exchange of proposals and except as otherwise agreed, negotiations shall commence within thirty (30) days of such notice.

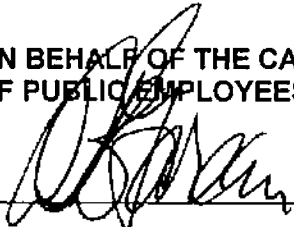
IN WITNESS WHEREOF the parties hereto have executed this Agreement by the hands of their proper officers.

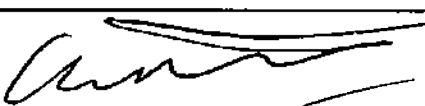
Dated at Pembroke this 25th day of June 2019.

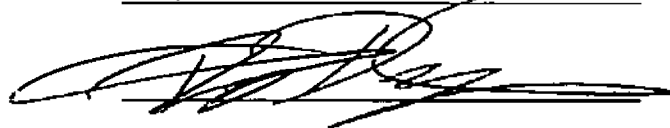
**ON BEHALF OF THE CORPORATION
OF THE TOWN OF DEEP RIVER**





**ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES LOCAL 740**











Notes:

Public Works Employees

1. Normal working hours commence no earlier than 7:30 a.m. and end no later than 4:30 p.m. with an unpaid ½-hour lunch break and two fifteen-minute paid rest periods. Upon notification of the winter shift schedule per Article 12.02, working hours are:

Shift 1 - Commences no earlier than 7:30 a.m. and ends no later than 4:00 p.m.

Shift 2 - Commences no earlier than 3:30 p.m. and ends no later than 12:00 midnight.

Both winter shifts include a ½-hour paid lunch break and two paid fifteen minute rest periods.

Start and end times shall only be changed upon 5 working days' written notice to the affected employee(s), with a copy to the Union.

2. Normal working hours commence no earlier than 7:30 a.m. and end no later than 4:30 p.m. with an unpaid ½-hour lunch break and two fifteen-minute paid rest periods. Start and end times shall only be changed upon 5 working days' written notice to the affected employee(s), with a copy to the Union.

Administrative Employees

3. Normal working hours commence no earlier than 7:30 a.m. and end no later than 5:00 p.m. with an unpaid 1-hour lunch break and two fifteen-minute paid rest periods. Start and end times shall only be changed upon 5 working days' written notice to the affected employee(s), with a copy to the Union.

Recreation and Facilities Employees

4. Working hours vary according to needs in the recreation, arena and pool operation, as determined by the Corporation.

Town of Deep River & CUPE Local 740

Schedule 'A' - Wages

	2018	Effective March 1, 2019 1.50%	Effective March 1, 2020 1.50%	Effective March 1, 2021 1.50%	Effective March 1, 2022 1.50%	Effective March 1, 2023 1.50%
Administrative Employees						
Accounts Clerk	\$24.24	\$24.60	\$24.97	\$25.35	\$25.73	\$26.11
Administrative Assistant	\$24.97	\$25.34	\$25.72	\$26.11	\$26.50	\$26.90
Junior Clerk	\$19.17	\$19.46	\$19.75	\$20.05	\$20.35	\$20.65
Receptionist	\$19.17	\$19.46	\$19.75	\$20.05	\$20.35	\$20.65
Recreation and Facilities Employees						
Building Custodian	\$19.17	\$19.46	\$19.75	\$20.05	\$20.35	\$20.65
Assistant Facility Supervisor	\$21.73	\$22.06	\$22.39	\$22.72	\$23.06	\$23.41
Facilities Worker	\$12.52	\$12.71	\$12.90	\$13.09	\$13.29	\$13.49
Recreation Program Co-ordinator	\$26.98	\$27.38	\$27.80	\$28.21	\$28.64	\$29.07
Senior Pool Supervisor	\$30.91	\$31.37	\$31.84	\$32.32	\$32.81	\$33.30
Pool Supervisor	\$24.90	\$25.27	\$25.65	\$26.04	\$26.43	\$26.82
Pool Head Instructor/Guard	\$20.49	\$20.80	\$21.11	\$21.43	\$21.75	\$22.07
Pool Instructor/Guard	\$15.36	\$15.59	\$15.82	\$16.06	\$16.30	\$16.55
Public Works Employees						
Labourer/Truck Driver	\$21.73	\$22.06	\$22.39	\$22.72	\$23.06	\$23.41
Equipment Operator 2	\$24.43	\$24.80	\$25.17	\$25.55	\$25.93	\$26.32
Equipment Operator 1	\$26.98	\$27.38	\$27.80	\$28.21	\$28.64	\$29.07

Notes:

Retroactivity: Increases to the salary schedule shall be retroactive to March 1, 2019 (first day of new Collective Agreement). Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between March 1, 2019 (first day of new Collective Agreements) and February 29, 2024 (expiry date), they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity with thirty (30) days of the date of ratification. If the retro is not paid within forty-five (45) days then thereafter interest will be paid.

All retroactivity will be paid to employees on a separate cheque or itemized on an employee's regular cheque.

All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice was sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

Town of Deep River & CUPE Local 740

Schedule 'B'

Job Classification	Description
Technician – Inspector	
Equipment Operator 1	Duties of Equipment Operator 2 and sub-foreman, plus other assigned duties
Equipment Operator 2	Primarily operation of equipment plus other assigned duties
Labourer/Truck Driver	General labour plus other assigned duties

The Corporation of the Town of Deep River	Manulife /28765 Account 300 Class RD	Manulife /28765 Account 300 Class RE	Manulife /28765 Account 300 Class RF
Category	TDR	TDR	TDR
Description	CUPE Local 740 - Outside Workers	CUPE Local 740 - Inside Workers	Retired CUPE Local 740 - Inside and Outside Workers
BASIC LIFE INSURANCE			n/a
-enrollment	mandatory	mandatory	
-volume	two (2) times earnings	two (2) times earnings	
-maximum (NEM)	two (2) times earnings	two (2) times earnings	
-minimum	none	none	
-reduction	50% at age 65	50% at age 65	
-paid-up insurance	none	none	
-premium waiver	6 months	6 months	
-disability definition	any occ	any occ	
-maximum conversion	\$200,000 or amount already in force, whichever is less	\$200,000 or amount already in force, whichever is less	
-eligibility waiting period	3 months	3 months	
-termination	at retirement	at retirement	
-Prior insurer / policy			
-effective date			
-insurer / policy #	Manulife / 28765	Manulife / 28765	
-effective date	February 1, 2013	February 1, 2013	
-renewal date	01-Jul	01-Jul	
-employer contribution	100%	100%	
-particular provisions	n/a	n/a	
BASIC AD&D			n/a
-enrollment	mandatory	mandatory	
-volume	\$35,000	\$35,000	
-maximum(NEM)	\$35,000	\$35,000	
-minimum	none	none	
-reduction	none	none	
-premium waiver	same as basic life	same as basic life	
-disability definition	same as basic life	same as basic life	
-maximum conversion	n/a	n/a	
-eligibility waiting period	3 months	3 months	
-termination	at retirement	at retirement	
-Prior insurer / policy			
-effective date			
-insurer / policy #	SSQ / 1F900	SSQ / 1F900	
-effective date	February 1, 2013	February 1, 2013	
-renewal date	01-Jul	01-Jul	
-employer contribution	100%	100%	
-particular provisions			

The Corporation of the Town of Deep River	Manulife /28765 Account 300 Class RD	Manulife /28765 Account 300 Class RE	Manulife /28765 Account 300 Class RF
Category	TDR	TDR	TDR
Description	CUPE Local 740 - Outside Workers	CUPE Local 740 - Inside Workers	Retired CUPE Local 740 - Inside and Outside Workers
BASIC DEPENDENT LIFE			
-enrollment	n/a	n/a	n/a
-volume (spouse / child)			
-premium waiver			
-conversion privilege			
-eligibility waiting period			
-termination			
-Prior insurer / policy #			
-effective date			
Insurer / policy #			
-effective date			
-renewal date			
-employer contribution			
-particular provisions			
PERSONAL OPTIONAL LIFE (EMPLOYEE)			
-volume	increments of \$25,000	increments of \$25,000	increments of \$25,000
-maximum	\$250,000	\$250,000	\$250,000
-minimum	\$25,000	\$25,000	\$25,000
-proof of insurability	required for amounts over \$25,000	required for amounts over \$25,000	required for amounts over \$25,000
-premium waiver	no	no	no
-conversion privilege	yes	yes	yes
-termination	1st of the month following attainment of age 70	1st of the month following attainment of age 70	1st of the month following attainment of age 70
-Prior insurer / policy			
-effective date			
-insurer / policy #	Manulife / 99584	Manulife / 99584	Manulife / 99584
-effective date	February 1, 2013	February 1, 2013	February 1, 2013
-renewal date	01-Jul	01-Jul	01-Jul
-particular provisions			
PERSONAL OPTIONAL LIFE			
-volume	increments of \$25,000	increments of \$25,000	increments of \$25,000
-maximum	\$250,000	\$250,000	\$250,000
-minimum	\$25,000	\$25,000	\$25,000
-proof of insurability	required for amounts over \$25,000	required for amounts over \$25,000	required for amounts over \$25,000
-premium waiver	no	no	no
-conversion privilege	yes	yes	yes
-termination	1st of the month following attainment of age 70	1st of the month following attainment of age 70	1st of the month following attainment of age 70
-Prior insurer / policy			
-effective date			
-insurer / policy #	Manulife / 99584	Manulife / 99584	Manulife / 99584
-effective date	October 1, 2012	February 1, 2013	February 1, 2013
-renewal date	01-Jul	01-Jul	01-Jul

The Corporation of the Town of Deep River	Manulife /28765 Account 300 Class RD	Manulife /28765 Account 300 Class RE	Manulife /28765 Account 300 Class RF
Category	TDR	TDR	TDR
Description	CUPE Local 740 - Outside Workers	CUPE Local 740 - Inside Workers	Retired CUPE Local 740 - Inside and Outside Workers
LTD			n/a
-enrollment	Mandatory	Mandatory	
-benefit formula (%) (excluding	66.7% of gross monthly salary	66.7% of gross monthly salary	
-contribution to pension plan (%)			
-maximum (\$)	\$10,000 monthly gross	\$10,000 monthly gross	
-non evidence maximum (\$)	\$8,000 monthly gross	\$8,000 monthly gross	
-eligibility waiting period (probationary period for a new employee)	None	None	
-qualifying period (waiting period before benefits starts)	119 days	119 days	
-recurrence clause during the qualifying period (if the employee ceases to be totally disabled during the qualifying period and then becomes totally disabled again within 3 weeks due to the same or related cause, the qualifying period will be extended by the number of days during which the total disability ceased.)	3 weeks	3 weeks	
-recurrence clause while receiving benefits (where an employee becomes totally disabled again from the same or related causes for which Long Term Disability benefits have been paid under the policy and such disability recurs within 6 months from the end of the period for which benefits were paid under the policy, the qualifying period will be waived.)	6 months	6 months	
-all source maximum (all sources of revenue)	Benefit amount payable is reduced so that the total amount from all sources of revenue does not exceed 85% of the employee's pre-disability net earnings	Benefit amount payable is reduced so that the total amount from all sources of revenue does not exceed 85% of the employee's pre-disability net earnings	
-taxable benefit	Taxable	Taxable	
-definition of disability (to qualify for benefits)	During first 2 years, unable to do own occupation After first 2 years, unable to do any occupation	During first 2 years, unable to do own occupation After first 2 years, unable to do any occupation	
-direct offset	Benefit payments are offset by any benefits received from WSIB/CPP/QPP/employer pension plan	Benefit payments are offset by any benefits received from WSIB/CPP/QPP/employer pension plan	
-monthly integrated benefit			

The Corporation of the Town of Deep River	Manulife /28765 Account 300 Class RD	Manulife /28765 Account 300 Class RE	Manulife /28765 Account 300 Class RF
Category	TDR	TDR	TDR
Description	CUPE Local 740 - Outside Workers	CUPE Local 740 - Inside Workers	Retired CUPE Local 740 - Inside and Outside Workers
-pre-existing condition clause (a condition which causes disability within the first 12 months of insurance for injury or illness [whether diagnosed or not] for which an employee was treated or attended by a physician, or for which drugs were prescribed, within 3 months prior to the date the employee insurance became effective)	Standard 3 months/12 months	Standard 3 months/12 months	
-conversion privilege (option to convert to an individual insurance plan upon termination of employment or eligibility)	n/a	n/a	
-benefit duration (benefits are paid until)	Age 65	Age 65	
-termination	Age 65 or earlier retirement	Age 65 or earlier retirement	
-Prior insurer / policy			
-effective date			
-insurer / policy #			
-effective date			
-renewal date			
-employer contribution			
-particular provisions			
EHC			
-enrollment	mandatory	mandatory	mandatory
-deductible	nil	nil	nil
-co-insurance	100%	100%	100%
-overall maximum	unlimited	unlimited	\$50,000 lifetime combined with Dental \$45,000 (EHC) \$5,000 (Dental)
-drugs	prescribed with OTC	prescribed with OTC	prescribed with OTC
-drug card	yes	yes	yes
-maximum dispensing fee	n/a	n/a	n/a
-deductible per prescription	none	none	none
-hepatitis B Vaccination	yes	yes	yes
-Preventative immunization vaccines and toxoids	yes	yes	yes
-generic substitution	n/a	n/a	n/a
-nursing home	government authorized co- payment for accommodation in a nursing home	government authorized co- payment for accommodation in a nursing home	government authorized co- payment for accommodation in a nursing home

The Corporation of the Town of Deep River	Manulife /28765 Account 300 Class RD	Manulife /28765 Account 300 Class RE	Manulife /28765 Account 300 Class RF
Category	TDR	TDR	TDR
Description	CUPE Local 740 - Outside Workers	CUPE Local 740 - Inside Workers	Retired CUPE Local 740 - Inside and Outside Workers
-convalescent care	which starts within 14 days of discharge from a Hospital confinement up to 3 days per lifetime	which starts within 14 days of discharge from a Hospital confinement up to 3 days per lifetime	which starts within 14 days of discharge from a Hospital confinement up to 3 days per lifetime
-private duty nursing	max 90 eight hour shifts each calendar year	max 90 eight hour shifts each calendar year	max 90 eight hour shifts each calendar year
-masseur - maximum	12 visits each calendar year - \$7/visit	12 visits each calendar year - \$7/visit	12 visits each calendar year - \$7/visit
-speech therapist - maximum	\$200 / calendar year	\$200 / calendar year	\$200 / calendar year
-psychologist/social worker - maximum	\$200 / calendar year;\$35 for the first visit; \$20 for any subsequent visit	\$200 / calendar year;\$35 for the first visit; \$20 for any subsequent visit	\$200 / calendar year;\$35 for the first visit; \$20 for any subsequent visit
-chiropractor - maximum	n/a	n/a	n/a
-osteopath - maximum	n/a	n/a	n/a
-podiatrist - maximum	n/a	n/a	n/a
-naturopath - maximum	n/a	n/a	n/a
-physiotherapist - maximum	Unlimited (effective Mar. 1, 2016)	Unlimited (effective Mar. 1, 2016)	Unlimited (effective Mar. 1, 2016)
-acupuncturist - maximum	n/a	n/a	n/a
-biofeedback therapy -	n/a	n/a	n/a
-nicotine therapy - maximum	\$500 per lifetime	\$500 per lifetime	\$500 per lifetime
-hearing aids - maximum	\$300 every 5 years	\$300 every 5 years	\$300 every 5 years
-orthopaedic shoes	\$300 every 12 months combined with Orthotics	\$300 every 12 months combined with Orthotics	\$300 every 12 months combined with Orthotics
-orthotics	\$300 every 12 months combined with Orthopaedic shoes	\$300 every 12 months combined with Orthopaedic shoes	\$300 every 12 months combined with Orthopaedic shoes
-myoelectric arms	\$10,000 per prosthesis	\$10,000 per prosthesis	\$10,000 per prosthesis
-external breast prosthesis	1 every 12 months	1 every 12 months	1 every 12 months
-surgical brassieres	2 every 12 months	2 every 12 months	2 every 12 months
-mechanical or hydraulic patient lifter	\$2,000 per lifter once every 5 years	\$2,000 per lifter once every 5 years	\$2,000 per lifter once every 5 years
-outdoor wheelchair ramps	\$2,000 lifetime	\$2,000 lifetime	\$2,000 lifetime
-blood-glucose monitoring	1 every 4 years	1 every 4 years	1 every 4 years
-transcutaneous nerve	\$700 lifetime	\$700 lifetime	\$700 lifetime
-extremity pumps for	\$1,500 lifetime	\$1,500 lifetime	\$1,500 lifetime
-custom-made compression hose	4 pairs each calendar year	4 pairs each calendar year	4 pairs each calendar year
-wigs for cancer patients	unlimited	unlimited	unlimited
-out of province hospital coverage	yes, difference between ward and gvt authorized allowance in home province	yes, difference between ward and gvt authorized allowance in home province	yes, difference between ward and gvt authorized allowance in home province
-eligibility waiting period	3 months	3 months	none
-termination	at retirement	at retirement	at age 65
-Prior insurer / policy			
-effective date			
-insurer / policy #	Manulife / 28765	Manulife / 28765	Manulife / 28765
-effective date	February 1, 2013	February 1, 2013	February 1, 2013
-renewal date	01-Jul	01-Jul	01-Jul
-employer contribution	100%	100%	100%
-survivor benefits	24 months	24 months	24 months
-particular provisions			

The Corporation of the Town of Deep River	Manulife /28765 Account 300 Class RD	Manulife /28765 Account 300 Class RE	Manulife /28765 Account 300 Class RF
Category	TDR	TDR	TDR
Description	CUPE Local 740 - Outside Workers	CUPE Local 740 - Inside Workers	Retired CUPE Local 740 - Inside and Outside Workers
HOSPITAL CARE			
-enrollment	mandatory	mandatory	mandatory
-deductible	none	none	none
-co-insurance	100%	100%	100%
-room and board	semi-private	semi-private	semi-private
-rehabilitation care	n/a	n/a	n/a
-eligibility waiting period	3 months	3 months	none
-termination	at retirement	at retirement	at age 65
-employer contribution	100%	100%	100%
-particular provisions	n/a	n/a	n/a
OUT OF COUNTRY COVERAGE			
-enrollment	n/a	n/a	n/a
-eligibility waiting period			
-termination			
-maximum length of trip			
-maximum			
-employer contribution			
-survivor benefits			
-particular provisions			
VISION CARE			
-enrollment	mandatory	mandatory	mandatory
-deductible	none	none	none
-co-insurance	100%	100%	100%
-maximum	\$250/2 years (\$300/2 years effective Mar. 1, 2014)	\$250/2 years (\$300/2 years effective Mar. 1, 2014)	\$250/2 years (\$300/2 years effective Mar.1, 2014)
-eligibility waiting period	1 every 24 months to a maximum of 3 months	1 every 24 months to a maximum of 3 months	1 every 24 months to a maximum of none
-termination	at retirement	at retirement	at age 65
-employer contribution	100%	100%	100%
-particular provisions	n/a	n/a	n/a
DENTAL CARE			
-enrollment	mandatory	mandatory	mandatory
-deductible	none	none	none
A) basic services			
-co-insurance	100%	100%	100%
-recall exam	2 times/ year	2 times/ year	\$25,000 lifetime combined with EHC 2 times/ year
-particular provisions			
B) major restorative		n/a	n/a
-co-insurance	n/a		
-particular provisions			

The Corporation of the Town of Deep River	Manulife /28765 Account 300 Class RD	Manulife /28765 Account 300 Class RE	Manulife /28765 Account 300 Class RF
Category	TDR	TDR	TDR
Description	CUPE Local 740 - Outside Workers	CUPE Local 740 - Inside Workers	Retired CUPE Local 740 - Inside and Outside Workers
C) orthodontics	n/a	n/a	n/a
-co-insurance			
-maximum			
-child coverage			
-adult coverage			
Accidental Dental Injury Treatment			
-co-insurance	100%	100%	100%
			\$25,000 lifetime combined with EHC
-dental fee guide	current based on the province in	current based on the province in which	current based on the province in which
-eligibility waiting period	3 months	3 months	none
-termination	at retirement	at retirement	at age 65
-Prior insurer / policy			
-effective date			
-insurer / policy #	Manulife / 28765	Manulife / 28765	Manulife / 28765
-effective date	February 1, 2013	February 1, 2013	February 1, 2013
-renewal date	01-Jul	01-Jul	01-Jul
-employer contribution	100%	100%	100%
TYPE OF COVERAGE			