

**COLLECTIVE AGREEMENT**

**between**

**CROWN PROPERTY MANAGEMENT INC.**

**and**



**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 4266-01**

**October 1, 2022 to September 30, 2025**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The purpose of this Agreement is to establish mutually satisfactory relations between the Company and the employees covered hereunder; to provide for the prompt and equitable disposition of grievances; and to establish and maintain satisfactory working conditions, hours and wages as contained herein for all employees who are subject to its provisions.
- 1.02 It shall be the duty of the Company and the Union to co-operate fully in carrying out the terms and spirit of the Agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Company recognizes the Union, as the sole and exclusive bargaining agent for all employees employed in operations located at Place de Ville Phase I and II, save and except, Operations Manager, Assistant Operations Manager, Chief Engineer/Technical Supervisor, Building Systems Control Technician, Manager Life/Safety Systems, persons classified as Foremen, office, sales staff, students, and grounds keepers.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 Except as modified by this Agreement, the Company shall retain all of its rights and prerogatives including the right to:
  - a) Maintain order, discipline and efficiency;
  - b) Hire, discharge, direct, classify, transfer within the Employees work location, promote, demote, lay-off and suspend or otherwise 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 hereinafter provided;
  - c) Make and enforce and alter from time to time rules of conduct, policies, procedures and regulations to ensure ethical conduct at all times, an efficient operation and the safety of the employees;
  - d) As such rules, policies and regulations are formalized, the Union shall be furnished with a written copy and copies shall be posted on the provided notice boards. The Company shall also provide an electronic copy to each employee and/or alert each employee to access the Company's web site to review such documents;

- e) To determine all other functions hereinbefore vested in and exercised by the Company which shall remain solely with the Company, except as limited by the express provisions of this Agreement.
- 3.02 The Union recognizes the Company's right to sub-contract work. The Company will ensure that the contractor will offer employment and comparable total compensation to the laid-off employee(s). The Company agrees that whenever possible it will give preference to sub-contractors having collective agreements with a Union.
- 3.03 The Employees recognize that the Company is engaged in a service business and further recognize their obligation in any activity, while in uniform, during working hours or while acting on behalf of the Company, to act in a way which will promote the success and the good public image of the Company.

#### **ARTICLE 4 - UNION/SECURITY/CHECK-OFF DEDUCTIONS FROM WAGES**

- 4.01 Each member of the Bargaining Unit shall be a member in good standing of CUPE and its Local 4266.

As a condition of employment, each employee covered by this Agreement shall join the Union and shall maintain his/her membership in the Union. New employees shall be required to sign the necessary Union forms at the time of hiring.

- 4.02 The Company shall deduct from the pay of each employee the current monthly Union dues and assessments uniformly levied by the Union. Such monthly dues shall be broken down into a bi-weekly amount and deducted from the employee's bi-weekly pay cheque or from the employee's final pay in the month. Said deductions and a list of names from whom the deductions have been made shall be submitted to the National Union, to such person and place as the Union advises, within the first ten (10) working days of the following month. The Union will notify the Company, in writing, as to the amount of union dues and assessments.
- 4.03 The Company may deduct from employee's wages, amounts required by law, government regulations, this Agreement and any other amounts specified in writing by the employees and accepted by the Company.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

- 5.01 The Company acknowledges the right of the Union to select Union Stewards or alternate(s) to assist employees in representing complaints or grievance to the Company.

5.02 It is the mutual desire of the parties hereto that complaints of the employer or of the employees be adjusted as quickly as possible.

A complaint shall not be considered as a grievance unless the aggrieved employee has first given the immediate supervisor or designate an opportunity to adjust the complaint. Such complaint shall not be considered after five (5) working days of the employee becoming aware of the circumstances giving rise to the complaint. Failing satisfactory resolution within five (5) working days after the complaint has been made, the matter may then be processed as a grievance.

5.03 **STEP 1**

If an employee has a complaint of a non disciplinary nature, which has not been adjusted to his/her satisfaction by their immediate supervisor or designate, it shall be submitted in writing as a grievance to the supervisor or designate within twenty (20) working days following the verbal decision of the supervisor or designate. The supervisor or designate shall reply in writing within five (5) working days. A Union Steward shall assist the employee in presenting a written grievance.

5.04 **STEP 2**

Failing settlement of the grievance by the supervisor or designate, it may be referred to the Company's representative. The grievance shall be submitted in writing and a meeting arranged between the grievor, the Union Steward, the Union representative, and the Company representatives, within five (5) working days of its submission. The Company shall reply in writing within five (5) working days of the meeting.

5.05 A group or policy grievance will be filed at Step 2. Such grievances must be filed within ten (10) working days of the origin of its complaint or within ten (10) working days of the Union or its members becoming aware of circumstances giving rise to the complaint.

5.06 A grievance concerning the discipline of an employee will commence at Step 2 of the procedure.

5.07 **STEP 3**

a) In the event that a settlement is not reached under Step 2 above, it is understood that the parties may, within ten (10) working days, mutually agree to request the services of an agreed upon Mediator prior to proceeding to arbitration and the cost is to be shared equally by both parties.

b) If a Mediator is requested and is unsuccessful, it is agreed that within ten (10) working days of the settlement meeting, any issue to be arbitrated shall be submitted to a single Arbitrator or a Board of Arbitration as mutually agreed to by both parties.

- c) If a Mediator is not requested, then within ten (10) working days of the Step 2 answer, it is agreed that any issue to be arbitrated shall be submitted to a single Arbitrator or a Board of Arbitration as mutually agreed to by both parties.
- 5.08 Failing settlement under the above procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, the matter in dispute may be taken to arbitration as provided herein.
- 5.09 A written request for arbitration must be submitted to the other party within ten (10) working days of the decision at Step 3 of the grievance process. This notice shall contain the name of the first party's appointee to the Board of Arbitration.
- 5.10 Within ten (10) working days of receipt of the notice in 5.09 the recipient of the notice shall inform the other party of the name of its appointee to the Board.
- 5.11 The two (2) appointees shall, within ten (10) working days of the appointment of the second of them, select a third person who shall be the Chair. If the two (2) parties fail to agree upon a Chair within the time prescribed, either party may request the Ontario Ministry of Labour to appoint a Chair.
- 5.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or to settle the grievance.
- 5.13 The Board of Arbitration shall not have jurisdiction to amend or to add to any of the provisions of this Agreement or to substitute any new provision in lieu of an existing provision or to give any decision inconsistent with the terms and provisions of this Agreement.
- 5.14 The written decision of the majority of the Board of Arbitration or the sole Arbitrator shall be final and binding upon the Company, the Union and the employees concerned.
- 5.15 Each of the parties shall bear the expenses of the member appointed by it and each of them shall pay one half of the cost of the Chair.
- 5.16 Upon mutual agreement of the parties in writing, a single arbitrator may be substituted for a Board of Arbitration; in such a case, all of the other provisions of the article shall continue to apply as with a Board of Arbitration.
- 5.17 The time limits as herein provided may be extended by mutual and written consent of the parties.

- 5.18 Time limits are mandatory, if employer misses time limits the grievance is pushed to the next step. If the union misses the time limit, the union is deemed to have accepted the employer's last response.

## **ARTICLE 6 - DISCIPLINARY REPORTS AND UNION REPRESENTATION**

- 6.01 The Company may dismiss or discipline an employee where there exists sufficient cause. The Company agrees to provide the Union with written reason(s) for such discipline within five (5) working days.
- 6.02 An employee who claims he/she has been wrongly discharged may lodge a grievance within ten (10) working days after the actual discharge. Should his/her claim of being wrongly discharged be upheld, the Company will reimburse the employee for lost wages, premiums and any other monetary considerations that might have been credited to them had they been normally employed at his/her work.
- 6.03 In the event of disciplinary action being taken, an employee shall be permitted representation by their Union Steward or alternate during interviews by their Supervisor or designate. For the purpose of this article, disciplinary action shall constitute a written reprimand, a suspension or a termination. A written confirmation to the employee of a verbal discussion is not disciplinary action.
- 6.04 Disciplinary reports relating to an event that occurred twelve (12) months or more and/or suspensions that occurred fifteen (15) months or more prior to the current incident shall not be used in the disciplinary proceedings against them and shall be removed from the Employees file, provided the employee has had no disciplinary report and/or suspension for one (1) continuous year.
- 6.05 It is understood that Union Stewards and other Union Officers, in the employ of the Company, shall not absent themselves without first obtaining the permission of their immediate supervisors, and that in accordance with this understanding, reasonable permission will be granted and the Company will pay such Stewards and Officers their regular rates while attending to such matters during their normal working hours.
- 6.06 A National Representative or the Local Union President or his/her designate shall have access to the employees' places of work during working hours for necessary Union business and will make his presence known to management personnel before proceeding with their business. Such visits shall not interfere with the employee's work.

## **ARTICLE 7 - MEETINGS**

- 7.01 The Union Stewards and/or Union Officers up to a maximum of three (3) employees may take part in all contract renewal negotiations without suffering loss of pay, provided that a relief is available. When a relief is necessary for these employees then the relief will be paid the basic hourly rate only.
- 7.02 When the Company calls a meeting which is declared "mandatory", employees in attendance who are not already at work will be paid a minimum of four (4) hours at the applicable rate.
- Meetings which are not mandatory will be paid on the basis of straight time for the duration of the meeting.
- 7.03 The Company agrees to allow a reasonable number of meetings to be held in the workplace to deal with matters pertaining to contract renewal negotiations between the Union and Company, provided that such meetings shall not disrupt the operation of the workplace. Permission for such meetings shall be obtained from the Operations Manager or immediate supervisor and shall not be unreasonably withheld.
- 7.04 Meetings between representatives of the Union and the Company shall be held whenever deemed necessary by either party to discuss matters of mutual concern.

## **ARTICLE 8 - SENIORITY**

- 8.01 Seniority shall mean the length of continuous service of an employee within the bargaining unit during which seniority is not broken under the provision of this Agreement, upon successful completion of the probationary period.
- 8.02 New employees shall be considered as probationary employees for a period of 480 normal (non overtime) scheduled hours worked.
- 8.03 The probationary period may be extended for a further 240 normal (non overtime) scheduled hours worked, upon agreement by the Union and the Company.
- 8.04 A probationary employee shall not have the right to any grievance for dismissal and the Union will not question the dismissal of any probationary employee. Dismissal is effective immediately upon notification by the Company subject to the Human Rights Code of Ontario.
- 8.05 a) When the Company has a requirement for staffing within the bargaining unit, a notice will be posted electronically and on the provided notice boards for five (5) working days, and the Union will be notified, in order that the Union may notify potential applicants to apply for the position.

- b) Within five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted electronically and on the provided notice boards. The Company shall provide upon request, each unsuccessful applicant from the bargaining unit, with details of their non-selection.

If an employee obtains a higher certificate, the Employee with the most seniority will be given the first opportunity, provided that the skill, efficiency and qualifications are equal to fill any vacancy to which his certificate applies.

The Company may hire outside candidates at all levels, provided it has first considered any member within the bargaining unit who are qualified and able to perform the work.

8.06 Seniority shall be considered broken and the Employee deemed to have been terminated for any of the following reasons:

- (a) resigns and does not rescind in writing with an explanation satisfactory to the Company within twenty-four (24) hours;
- (b) employee discharged and not reinstated under the grievance procedure;
- (c) failure to report to work within five (5) working days of notification of recall from lay-off. Notice shall be deemed to have been given if sent to the employee by registered mail at his/her last known address;
- (d) exceeding the leave of absence granted by the Company, without securing a written extension;
- (e) failure to report to work for a two (2) day period without permission;
- (f) layoff, sickness and injury extending beyond twenty-four (24) consecutive months: subject to the duty to accommodate in accordance with human rights legislation.

8.07 An accurate seniority list shall be maintained by the Company. Copies will be furnished to the Union whenever the status of any former or current member of the work force is affected or when a deletion or addition to the bargaining unit membership takes place.

8.08 a) i) An employee must qualify through the established apprentice training program for the industrial electrician trade (Branch 1- Construction and Maintenance Electricians) and for the operating engineer trade (Ontario Regulation 219-01, Operating Engineer Technical Standards and Safety Act 2000), in order to be eligible to graduate to a higher classification.

- ii) An employee who is laid off for the purpose of attending training classes, in order to qualify for a higher classification in the certified trade, shall retain their previously earned seniority if they accept re-employment with the company.
  - b) The Company does not guarantee the re-hiring of employees who were laid-off for the purpose of attending training classes in order to qualify for a higher apprenticeship level in the certified trade.
  - c) The Company does not warrant to maintain any or all of the Apprenticeship classifications full at all times, but may do so on an "as needed" basis.
- 8.09
- a) In the case of a lay off, seniority will prevail within each classification provided the remaining employees are qualified and able to perform the work.
  - b) An employee in a higher or lower classification, who is being laid-off, will have the right to dislodge an employee in a higher or lower classification, providing they are qualified and able to perform the work.
  - c) An employee in another classification, exercising their right to dislodge a junior employee, will do so with the understanding that they will be paid at the pay rate for that classification for as long as they are working in that position.
- 8.10
- Where recalling employees, from a lay-off, the last employee laid off shall be the first re-hired providing that they are qualified and able to perform the work.

## **ARTICLE 9 - RATES OF PAY**

9.01 Employees covered by this Collective Agreement shall be classified according to Schedule "A" appended hereto and shall be paid not less than the rates indicated for the classifications in the schedule.

9.02 Wages shall be paid bi-weekly via direct deposit no later than Friday, and details of earnings shall be indicated on cheque stubs.

### **9.03 Classification - Higher**

An employee called upon to work temporarily in a higher classification shall receive the rate applicable to such higher classification. During training an employee will be paid at his/her regular rate.

### **9.04 Classification - Lower**

If an employee is appointed temporarily to work in a lower classification, they shall be paid his/her regular rate of pay.

**9.05 Maintenance Premium**

A maintenance premium, of two dollars and fifteen cents (\$2.15) per hour, will be paid only to Third Class Operating Engineers designated by the Operations Manager as maintenance employees, while such employees are engaged in maintenance work.

**9.06 Shift Premium**

- (a) A premium of ninety cents (\$0.90) per hour will be paid to Shift Workers (as defined in 10.01 Operating Engineers – Rotating Shifts) at Place de Ville Phase I and II, required to work from 1600 hrs to 0800 hrs.
- (b) An employee receiving a maintenance premium shall not be entitled to receive a shift premium. In the event that an employee receives a maintenance premium, they are not entitled to a shift premium or weekend premium except where they are requested to work their regularly scheduled full shift outside of normal maintenance working hours, they will then be entitled to receive the shift premium.

**9.07 Weekend Premium**

A weekend premium of four dollars and twenty-five cents (\$4.25) per hour for employees (as defined in 10.01 Operating Engineers – Rotating Shifts) who are normally required to work on Saturdays and/or Sundays.

**9.08 Higher Certificate Premium**

A higher certificate Premium of one dollar and five cents (\$1.05) per hour will be paid only to the Third and Fourth Class Stationary Engineers, who have a higher certificate than their substantive classification, and are trained to work at the higher classification.

**9.09 Meal Allowance**

The Company agrees to reimburse the employees, an amount up to twenty dollars (\$20.00) towards the cost of a meal for an employee who is required to work four (4) or more unscheduled overtime hours following their regular scheduled shift.

**ARTICLE 10 - HOURS OF WORK AND OVERTIME**

10.01 The regular hours of work shall be based on an average forty (40) hours per week over a period of two (2) or more weeks and shall be categorized as follows:

### **Operating Engineers- Rotating Shift**

Operating Engineers will work on a twelve (12) hour rotating shift basis with half (1/2) an hour, on-site, paid lunch. This includes qualified (Maintenance) Operating Engineers Third Class when they provide relief for either Second or Third Class Operating Engineers, as required by their Supervisor or designate.

### **Maintenance**

These employees will normally work on an eight (8) hour shift from Monday to Friday, with half (1/2) an hour un-paid lunch during their normal shift. When working overtime the half (1/2) hour lunch will be un-paid and when applicable the half (1/2) hour dinner will be paid provided employees punch in and out for their dinner break.

No regularly scheduled shift shall start any earlier than 0600 hrs and any later than 0800 hrs (PDV).

For overtime work when the work cannot be completed when the base building equipment is operating, the start time for the Maintenance employee(s) will be 09:00 hrs.

Maintenance employees may be required to change shifts from their normal day shift to work night shifts, at their respective regular hourly rate, for preventative maintenance to a maximum of one (1) week in the Spring and one (1) week in the Fall per year for each maintenance employee.

Employees required to work beyond 0200 hrs will not have to report to work for their regularly scheduled day shift until 1200 hrs the next day, and will be paid their full eight (8) hours of work regardless. These employees are made up of, Operating Engineers Third and Fourth Class who are responsible for maintenance, as designated by their Supervisor or designate, Instrument Mechanics, Equipment Mechanics, Welders Mechanics, Electricians, all Electrical Apprentice levels, and Commercial Maintenance workers.

#### **10.02 Reporting Pay**

- a) Shift Engineers or Assistant Shift Engineers, who report for scheduled work, unless otherwise notified by the Employer, will receive a minimum of six (6) hours of work or six (6) hours pay if no work is available that day.
- b) Maintenance Employees who report for scheduled work, unless otherwise notified by the Employer, will receive a minimum of four (4) hours of work or four (4) hours pay if no work is available that day.

#### **10.03 Rest Periods**

There shall be two (2) fifteen (15) minute on-site rest periods for all employees during their scheduled work period.

#### **10.04 Schedules**

The Company shall post bi-weekly schedules three weeks in advance for all of the Employees covered by this agreement, but retains the right to amend such schedules at any time. Employees shall be notified at least seven (7) calendar days in advance of any changes in the posted work schedule. If the schedule is changed within seven (7) calendar days and the cause of the change was within the control of the Company, any affected employee will receive one and one-half (1 ½) their regular rate.

#### **10.05 Overtime**

- a) An employee shall not unreasonably refuse to work overtime when requested by the Employer and shall work overtime when requested where there is an emergency or where another employee is on vacation or has failed to report for work.
- b) All work per day or per week performed at the request of the Employer in excess of the scheduled hours of work shall be considered overtime and shall be paid for at the rate of one and one half (1 1/2) times the basic hourly rate unless otherwise specified herein.
- c) Notwithstanding the foregoing, hours worked at the request of the Employer in excess of eight (8) hours in any consecutive twenty-four (24) hour period shall be paid at the rate of one and one half (1 1/2) times the basic hourly rate for the first four (4) hours of overtime and at the rate of double (2) times the basic hourly rate for any such overtime beyond the first four (4) hours. In the case of Operating Engineers rotating shift and Assistant Operating Engineers rotating shift, hours worked at the request of the Employer in excess of twelve (12) hours, in any consecutive twenty-four (24) hour period shall be paid at the rate of double (2) times the basic hourly rate.
- d) The Company endeavors to distribute overtime as equitable as possible.
- e) Where an employee is assigned work that is not consecutive with his regular working hours, he shall receive a minimum of four (4) hours at the rate of time and one half (1½) times the basic hourly rate plus any other applicable premiums.

#### **10.06 Banking of Overtime**

In lieu of receiving overtime pay, Employees may accumulate overtime to a maximum of forty-eight (48) straight time hours in the Employee's overtime bank

per calendar year, with the exception of the Electricians who may accumulate to a maximum of eighty (80) straight time hours per calendar year.

Employees shall notify their immediate supervisor or designate of their intention to accumulate time in lieu of payment of overtime at the time that the approval for overtime work is granted.

Employees shall provide the Employer with at least two (2) working days notice of the Employee's request to use accumulated overtime.

All requests for use of accumulated overtime must be for a minimum of at least one (1) hour or more.

The granting of such time off is subject to the Employer's operating requirements and to not having to bring in a replacement at an overtime rate.

Employees may carry over unused banked hours to a maximum of 24 hours, from the previous year's allotment to the following year. An employee's banked hour annual limit shall be reduced by those carried over and not used by April 30<sup>th</sup> of that year. At no time may the amount in an employee's bank exceed the annual limit.

#### **10.07 Personal Leave**

Employees may utilize sixteen (16) hours of personal leave, per calendar year to attend to personal needs. Un-used personal leave is not cumulative from year-to-year and there is no payment for un-used personal leave. Personal leave can only be requested in increments of a minimum of 60 minutes. If a shift employee requires a full shift they can take four (4) additional hours from their vacation or overtime bank for a total of twelve (12) hours combined.

#### **10.08 Mutual Relief**

It is agreed that an employee may relieve another employee of the same or lesser classification, on his regular scheduled shift on a basis of mutual agreement, with the consent of the employee's Supervisor. Such relief employee will only be entitled remuneration which the relieved employee would have been entitled to, which remuneration shall be paid by the relieved employee to the relief employee.

#### **10.09 Other Work**

No employee will solicit the occupants of the buildings for any after-hours work that the employee may perform on his own time and no employee can perform any work in the buildings directly for any tenant on his own time.

## **10.10 Call-In**

Where an employee is called in for work which is not consecutive with his regular working hours, he shall receive a minimum of four (4) hours at the rate of time and one half (1½) times the basic hourly rate plus any other applicable premiums. Call-in pay applies to employees who leave work at the completion of their normal shift and are called back to work.

## **ARTICLE 11 - ON CALL/PERSONAL VEHICLE USE**

11.01 (a) Where employees are requested to use their own personal vehicle to respond to an on-call or call-in situation, they will be reimbursed according to the current corporate per kilometre rate. For purpose of calculating the distance travelled for the Company business, the closest of the employee's normal place of work and residence or place of origin from which he is travelling will be utilized to calculate the amount due.

The maximum trip reimbursement will be up to one hundred and ten (110) kilometres return trip.

(b) Where employees are requested to use their own personal vehicle for Company business (e.g. travel for educational purposes, etc.), they will be reimbursed according to the current corporate per kilometre rate.

No maximum reimbursement limit is in effect for this type of travel, subject to the employee's immediate supervisor or designate pre-approval of the trip.

## **ARTICLE 12 - HOLIDAYS**

12.01 The Employer recognizes the following holidays:

New Years Day  
Heritage Day (when declared a Public Holiday by the Federal Government)  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Civic Holiday  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Floater Day (to be taken in accordance with 13.06)

## 12.02 Holiday Pay

### a) Operating Engineers - Rotating Shift

On weeks in which a holiday as designated in Article 12.01 falls within the pay period, Rotating Shift Engineers as defined in this Agreement, shall receive 24 hours pay in addition to their regular pay for that week. A Rotating Shift Engineer who is scheduled to work the holiday and does not work it without reasonable cause shall not receive the additional 24 hours pay. The additional twenty-four (24) hours pay does not apply to the Floater Day referenced in Article 12.01.

### b) Maintenance

An employee shall be paid holiday pay equivalent to eight (8) hours at his/her basic rate of pay for each holiday.

## 12.03 Working on Holiday

### a) Operating Engineers- Rotating Shift

All hours worked on a holiday by Operating Engineers- Rotating Shift Assistant Operating Engineers in excess of twelve (12) hours shall be paid for at the rate of three (3) times the basic hourly rate.

### b) Maintenance

All hours worked on a holiday in excess of eight (8) hours shall be paid for at the rate of three (3) times the basic hourly rate.

12.04 An employee shall be paid holiday pay equivalent to eight (8) hours at his basic rate of pay for each holiday provided he/she has worked:

- a) his/her full scheduled work day immediately preceding a holiday;
- b) on the holiday itself if he/she was scheduled to work on that day; and
- c) his/her full scheduled work day immediately thereafter unless absent with the permission of the Company, and in the case of sick leave a medical certificate may be required by the Company.

## **ARTICLE 13 - VACATION**

13.01 Employees will accrue vacation based on the chart below:

<b>Service Plateaus</b>	<b>Paid Vacation Accrual Rate</b>	<b>Maximum Earned Paid Vacation Days/Year</b>	<b>Pay Out of Overtime and Premium Earnings*</b>
0 through less than 5 completed years	1.25 days for each completed calendar month worked and/or paid	15 days	6 %
5 completed years but less than 15 completed years	1.67 days for each completed calendar month worked and/or paid	20 days	8 %
16 completed years and more	2.08 days for each completed calendar month worked and/or paid	25 days	10 %

**\* Premiums include Maintenance, Shift and Weekend.**

When employees take vacation days they are subtracted from their then accrued balances. A vacation day is considered to be eight (8) hours. Employees who work shifts greater than 8 hours will have their vacation days reflect the length of the shift to be taken off, i.e. a twelve (12) hour shift taken off for vacation equals one and one half (1 1/2) days. For vacation days, the accrual rates change on the first of the month following the employees' anniversary dates. For the Payout of Overtime and Premium Earnings, rates change on the first pay following the employees' anniversary dates.

13.02 An employee may carry over the previous year's vacation days to the following year to a maximum of ten (10) days. Carried vacation shall be taken within the following vacation year. If an employee does not want to carry over previous year's vacation days, they can have the balance of unused days paid out with the annual vacation payment. Unused days in excess of 10 will automatically be paid out.

13.03 An employee earns but is not entitled to receive vacation leave during the first six (6) months of employment.

13.04 Employees must submit to their immediate supervisor or designate, their vacation requests on a vacation request form as far in advance as possible of the desired time. Requests for vacation time in July and August can be in increments of up to a maximum of two (2) successive calendar weeks (up to fourteen (14) day increments). Following the initial requests for vacation time in July and August, should there be any time still available in July and August, employees shall be so advised and offered the opportunity to request additional time beyond their initial two (2) weeks. Employees who make vacation requests by April 1 will have all

their vacation requests processed in order of seniority. Employees will be informed as to the status of their vacation request within two (2) weeks of April 1.

- 13.05 Vacation requests received between April 2 and March 31 of the following year will be processed on a first come, first served basis. In the event more than one request is submitted on the same business day, the requests will be considered on a seniority basis. Approved vacation requests will be returned to the employee concerned within two weeks of submission. In the event a vacation request is denied, the employee will be advised of the reason(s).
- 13.06 As far as practical to do so the immediate supervisor will make every effort to provide earned vacations at the time requested, provided that it does not conflict with management's obligations to meet its operational requirements. Vacation requests must be as minimum, half-day increments for both maintenance workers and shift workers. For shift workers, four (4) hour increment will be allowed only when adding to their eight (8) hour personal day.
- 13.07 Days taken as vacation will be calculated and paid at the employee's basic hourly wage as shown in Appendix A of the Agreement.
- 13.08 Employees will be given an annual payout to provide vacation pay on specific additional earnings in accordance with the Table in Article 13.01. The payout shall be based on the Year-to-Date earnings for the last pay period of the year. This payout shall be included on the first pay period in February of the following year.
- 13.09 The vacation pay will be taxed at the employee's regular tax rate and will be detailed separate and apart from the regular pay.
- 13.10 Upon termination the terminating employee will receive payment for any outstanding accrued vacation pay due him/her up to and including the last day worked. If the employee took more vacation time than was yet accrued, the overpayment will be deducted for the employee's pay upon notice.

#### **ARTICLE 14 – EMPLOYEE BENEFITS**

- 14.01 Eligible Employees in the bargaining unit shall participate in the Company-wide benefit program for hourly employees as it is currently in effect (as per the attached Appendix "B"), as amended from time to time. Eligibility and adjudication of claims will be determined in accordance with Company policy and insurance contracts. Changes in the plans will be applied to employees in the bargaining unit at the same time as other Company employees.

## **ARTICLE 15 – SICK LEAVE**

- 15.01 An employee is entitled to ten (10) days of paid sick leave due to illness or non-occupational injury per calendar year. Such leave may be used in the event of a personal or family illness/injury.
- 15.02 An employee who is unable to work because of illness or injury, must contact his/her Supervisor or designate immediately.
- 15.03 An employee will be required to substantiate with a medical certificate each day of sick leave provided he/she has been previously advised to do so by his/her Supervisor or designate.
- 15.04 An employee will substantiate, with a medical certificate, each day of sick leave in excess of three (3) consecutive work days and thereafter as required. If the duration for any absence, due to sickness, exceeds five (5) working days, the employee shall supply to the Company the required certificates in the following week, notwithstanding that he/she has not returned to work.
- 15.05 Should an employee use more than the allotted paid sick days, additional un-paid days will be granted.
- 15.06 Should an employee be ill and unable to return to work for five (5) consecutive days, from the sixth (6<sup>th</sup>) day onward he/she will be eligible to apply for Short Term Disability in accordance with the Policy. If the employee does not receive Short Term Disability, he/she shall be considered to be on authorized leave of absence without pay, subject to providing medical certificates to substantiate the illness.
- 15.07 Sick leave shall not accumulate and cannot be carried over into future calendar years. Existing sick leave banks shall be honoured.

## **ARTICLE 16 – MULTI-SECTOR PENSION PLAN**

- 16.01 In this Article, the terms used shall have the meanings as described:
- (a) "Plan" means the Multi-Sector Pension Plan (MSPP).

(b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked;
- iii) vacation pay;
- iv) paid sick leave;
- v) bereavement leave.

All other payments, premiums, allowances and similar payments are excluded.

(c) "Eligible employee" means all employees in the bargaining unit who have completed five hundred (500) hours of service.

16.02 Effective the first full pay period following ratification, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four and one half percent (4.50%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four and one half percent (4.50%) of applicable wages to the plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request of the Plan Administrator, make full payment on any outstanding Employer contribution and the Plan Administrator shall require the Employee to pay the matching amount.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

16.03 The Employee and the Employer contributions shall be remitted by the Employer to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

16.04 The Union acknowledges and agrees that other than the sole obligation to make contributions to the Plan as set out by the terms of the Collective Agreement, the Employer has no liability, directly or indirectly to provide or to fund the benefits established by this Plan.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective

agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

16.05 The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and the *Income Tax Act (Canada)* which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 16.05 of the agreement are:

i) to be provided once only at Plan commencement:

- Date of hire
- Date of birth
- Date of first contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

ii) to be provided with each remittance:

- Name
- Social Insurance Number
- Monthly remittance
- Pensionable earnings
- YTD pension contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) to be provided once, and if status changes:

- Full address as provided to the Employer by the employee
- Termination date when applicable (MMDDYY)

iv) to be provided once if they are readily available:

- Gender
- Marital Status

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

16.06 The Union and the Employer agree that the provision of benefits under the Plan at Article 16 of this Agreement shall not be subject to the grievance procedure.

16.07 The sole obligations and liabilities of the Employer with respect to the Plan shall be those set out in this Article 16.

#### **ARTICLE 17 - BEREAVEMENT LEAVE**

17.01 In the event of a death in the family, the employee will be granted leave with pay. Leave credits will be stipulated in days, based on the employees normal work hours.

Such leave shall be three (3) work days for the death of a spouse (including common law and same sex), child, brother, sister, legal guardian, parents, mother-in-law, father-in-law, uncle, aunt and sister-in-law, brother-in-law, grandmother or grandfather.

Should the Employee require addition leave, such leave, paid or unpaid, may be granted at the discretion of the supervisor or designate.

#### **ARTICLE 18 - JURY DUTY**

18.01 When an employee is required to serve on a jury or is subpoenaed by the Crown or any Courts having jurisdiction to subpoena as their witness in a case, not in a case for personal action, he/she shall be relieved of his/her duties during the time of such service and shall be paid the difference between his/her fee as a juror or as a Crown or Court witness and his/her basic hourly wage, eight (8) hours or twelve (12) hours pay for each regularly scheduled shift which the employee misses due to their duties.

#### **ARTICLE 19 - LEAVE OF ABSENCE**

19.01 An employee desiring unpaid Leave of Absence shall secure written permission from the Company.

19.02 If a non-statutory holiday falls within the period of an authorized leave of absence, it will not be paid. There will be no loss of seniority for the time absent.

19.03 When the Union requests, in writing, an unpaid leave of absence for the purpose of having the Union Steward or other Union Representative attend Union business, the Company will review such request taking into consideration its operational requirements to a maximum of fifteen (15) days per calendar year. For those employees working an eight (8) hour shift, this shall constitute one day, and for those working a twelve (12) hour shift, this shall constitute one day. In its

sole discretion the Company will decide if such leave may be granted and will inform the Union of its decision in writing and will provide its reasons for the decision. The Union will make such request as far in advance as possible. When relief is necessary for these employees then the relief will be paid the basic hourly rate only.

## **ARTICLE 20 - NO LOCKOUTS, NO STRIKES**

20.01 The Company agrees that it will not cause or direct any lockouts of its employees, and the Union agrees that neither the Union nor any employee will participate in any strike or other collective action, which will stop or interfere with operations during the term of the Collective Agreement or during its renewal. In the event of a picket line being established by another organization, the Company will not penalize employees who, due to conditions beyond the employees' control, cannot safely cross such picket line.

## **ARTICLE 21 - GENERAL**

### **21.01 Correspondence**

All correspondence arising out of or incidental to this Collective Agreement shall pass between the Director, Human Resources and the Vice-President of Property Management (Ottawa) or designate, the National Representative of the Union and the President of the Local Union, within five (5) working days, and the President of the Local Union, within five (5) working days unless otherwise herein specified.

### **21.02 Compliance with Acts**

The Employer and the Union and the employees concerned agree to comply with the Operating Engineers Act, the Employment Standards Act, the Occupational Health and Safety Act, the Boiler Pressure Vessels Act, Human Rights Code, and all other applicable Legislation.

### **21.03 Notice Boards**

- a) Suitable notice boards shall be set up for the posting of Company and Union notices. The Company agrees to post a notice board in or adjacent to the employee lunchrooms on which all official notices of the Company and of the Union may be posted. Official notices of the Company shall also be posted electronically.
- b) The Employer agrees to notify the Union in writing of any changes in the rules of conduct and/or regulations affecting the bargaining unit.

#### **21.04 Protective clothing and safety equipment**

- a) Clothing and safety equipment will be provided at the Company's expense when required. The Company will reimburse employees for protective footwear to a maximum of two hundred and forty dollars (\$240) annually.
- b) The Company agrees to supply and launder uniforms each week and to supply soap and paper towels to employees. Such uniforms are to remain on the Company's premises at all times and shall be used while an employee is on duty.

#### **21.05 Facilities**

The Employer agrees to provide clean and well-equipped lunchroom and locker room facilities in the premises.

#### **21.06 Parking**

The Company shall provide free parking for employees for the use of their personal vehicles during their scheduled working hours. The Company will make no cash disbursements and/or reimbursements for those employees who choose not to use the parking facilities provided. It is further understood that the Company reserves the sole right to designate the spaces in which employees will be required to park.

#### **21.07 No Discrimination or Intimidation**

The parties agree that in accordance with the provisions of the Ontario Human Rights Code, as amended from time to time, there shall be no discrimination against any employee. The Company agrees that no discrimination or intimidation will be practiced or permitted by any of its officials, officers, foremen or otherwise, against any employee by reason of or arising out of, directly or indirectly, trade Union membership or activity.

#### **21.08 Paycheck Error**

- a) In the event of an error on the employees pay check, resulting in an underpayment to the employee, the Company shall remit the monies owing by the next pay, following being notified of the error.
- b) In the case of an employee having been overpaid, as a result of an error, the Company will inform the employee of the situation and will make the necessary adjustments in a fair manner.

### **21.09 Access to Employee Files**

An employee and the employee's representative, if the employee desires, under the supervision of the Employer, will be entitled to view his/her Employee file upon giving reasonable advance notice to the Company. An employee shall have the right to request copies of any material contained in his/her personal record. The Employer will not unreasonably deny the request.

### **21.10 Technological change**

The Company shall provide the Union, at least sixty (60) days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

### **21.11 Professional fees and licenses**

The employer shall pay for trade license renewal fees that an employee is required to have as a condition to maintain his or her employment.

### **21.12 Definitions**

- a) The term "working day" as used in this Collective Agreement shall mean a day other than Saturday, Sunday, or recognized holiday. The term "day" as used in this Collective Agreement shall mean calendar day.
- b) For greater clarity, for those employees working an eight (8) hour shift, this shall constitute one day, and for those working a twelve (12) hour shift, this shall constitute one and one half (1½) days, except if otherwise defined in the Collective Agreement.

## **ARTICLE 22 - DURATION**

### **22.01 Duration**

This Agreement shall continue in full force and effect for a period of three (3) years from October 1, 2022 until September 30, 2025 and thereafter from year to year unless either party serves on the other written notice of its desire to amend the Agreement within ninety (90) days prior to the expiry of the Agreement or the corresponding date of any year thereafter. Negotiations shall take place within ten (10) days after the service of said notice.

**ARTICLE 23 - GIVING OF NOTICE**

23.01 The Union shall inform the Company, in writing of the names of the Shop Stewards and Officials of the Union and of any changes in the Shop Stewards and Officials of the Union that may take place from time to time.

The Company agrees to notify the Union promptly of changes in its Supervisory or Management Officials.

Signed electronically this 27th day of November, 2023.

For the Company:

  
\_\_\_\_\_  
Emily Hanna (Nov 16, 2023 10:11 EST)


  
\_\_\_\_\_  
Les Miller (Nov 16, 2023 10:12 EST)


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For the Union:

  
\_\_\_\_\_  
Mohannad Alali (Dec 8, 2023 11:23 EST)

  
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Wilfrid Lavigne (Dec 8, 2023 12:39 EST)

  
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**lb:cope/sepb 491**  
August 29, 2023

**APPENDIX "A" – WAGES**

<b><u>Classification</u></b>	<b>4.00% (retro)</b>	<b>4.00%</b>	<b>3.50%</b>
	<b>1-Oct-22</b>	<b>1-Oct-23</b>	<b>1-Oct-24</b>
Second Class Engineer	\$39.36	\$40.94	\$42.37
Third Class Engineer	\$34.42	\$35.80	\$37.05
Fourth Class Engineer	\$27.94	\$29.06	\$30.08
Instrument Mechanic	\$43.65	\$45.39	\$46.98
Equipment Maintenance	\$38.80	\$40.35	\$41.77
Welder/Mechanic	\$38.80	\$40.35	\$41.77
Electrician Lead Hand	\$44.89	\$46.68	\$48.32
Electrician II (start)	\$39.22	\$40.79	\$42.21
Electrician I (after 1 year)	\$43.19	\$44.92	\$46.49
Electrician Apprentice 5	\$31.38	\$32.63	\$33.77
Electrician Apprentice 4	\$27.45	\$28.54	\$29.54
Electrician Apprentice 3	\$23.52	\$24.47	\$25.32
Commercial Maintenance I	\$27.94	\$29.06	\$30.08
Commercial Maintenance II	\$25.72	\$26.75	\$27.68

*lb:cope/sepb 491*  
August 29, 2023

**LETTER OF UNDERSTANDING- COMPANY POLICY AND COMPLIANCE**

**Between:  
CROWN PROPERTY MANAGEMENT INC.**


**And:  
Canadian Union of Public Employees and its Local 4266-01**

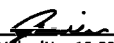
The parties understand and agree that the Company has the right to implement Policies. The Company acknowledges that its employees will be informed of the content, requirements and expectations of any Company Policy and that employees will be given the opportunity to read said Policies.

Employees acknowledge that they have received a copy of said Policies, that they have read said Policies and agree to abide by the Policy guidelines as a condition of their continuing employment with the Company. Employees who have questions about any such Policy understand that they have the right to contact the Company's Human Resources Department for clarification.

Signed electronically this 27th day of November , 2023.


For the Company:


  
\_\_\_\_\_  
Emily Hanna (Nov 16, 2023 10:11 EST)

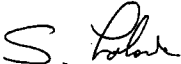
  
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Les Miller (Nov 16, 2023 10:12 EST)

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For the Union:

  
\_\_\_\_\_  
Mohannad Alali (Dec 8, 2023 11:23 EST)

  
\_\_\_\_\_  
Wilfrid Lavigne (Dec 8, 2023 12:39 EST)

  
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**LETTER OF UNDERSTANDING - EMPLOYEE BENEFITS**

**BETWEEN:**

**CROWN PROPERTY MANAGEMENT INC.**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4266-01**

**Re: Article 14 - Employee Benefits**


In the event the Company decreases or eliminates benefits as prescribed in Article 14.01 that could impact the employees negatively, the Company shall notify the Union as far in advance as possible.


The Union and the Company shall meet immediately in order to attempt to resolve the situation.

If there is no agreement between the parties on this issue, this agreement shall be reopened for negotiation, the matter shall be resolved by arbitration.

Signed electronically this 27th day of November, 2023.


For the Company:


  
\_\_\_\_\_  
Emily Hanna (Nov 16, 2023 10:11 EST)


  
\_\_\_\_\_  
Les Miller (Nov 16, 2023 10:12 EST)

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For the Union:

  
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Mchannad Alali (Dec 8, 2023 11:23 EST)

  
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Wilfrid Lavigne (Dec 8, 2023 12:39 EST)

  
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**LETTER OF UNDERSTANDING –  
USE OF GIL LAVIGNE FOR SHIFT ENGINEER RELIEF WORK  
BETWEEN:**

**BETWEEN CROWN PROPERTY MANAGEMENT INC**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 4266-01**

While the Company recognizes that Gil Lavigne’s classification is an Equipment Maintenance and not an Engineer as outlined in Appendix ‘A’, it is agreed that Gil Lavigne, where deemed qualified by the Chief Engineer, be permitted to cover for Shift Engineer relief work, when we are short staffed as defined below.

Short staffed applies when:

1. We are missing one of the five 2nd Class Shift Engineers due to a vacant position that has been posted and the Company is actively trying to fill, or
2. We are missing one of the five 2nd Class Shift Engineers due to short-term or long-term disability, or
3. We are missing one of the five 2nd Class Shift Engineers due to a leave of absence exceeding 10 days.

When Short staffed, the Company, at its discretion, may use Gil Lavigne to supplement other available Operating Engineers deemed qualified by the Chief Engineer, for Shift Engineer relief work for absences such as sick leave, vacation, etc.


Upon acceptance of this Letter, Gil Lavigne shall be entitled to the Second-Class Retention Premium, retroactive to April 4th, in accordance with the terms of that Letter of Understanding, dated October 7th, 2019.


It is agreed that this letter of understanding is without prejudice or precedent. This letter will expire with the current Collective Agreement but may be renewed with the mutual agreement of both parties.


Signed electronically this 27th day of November, 2023.


For the Company:

For the Union:

  
\_\_\_\_\_  
Emily Hanna (Nov 16, 2023 10:11 EST)

  
\_\_\_\_\_  
Mohannad Alali (Dec 8, 2023 11:23 EST)

  
\_\_\_\_\_  
Les Miller (Nov 16, 2023 10:12 EST)

  
\_\_\_\_\_  
Wilfrid Lavigne (Dec 8, 2023 12:39 EST)

S. Polak

lb:cope/sepb 491 

**LETTER OF UNDERSTANDING –  
SECOND CLASS ENGINEER RETENTION PREMIUM**

**BETWEEN:**

**CROWN PROPERTY MANAGEMENT INC.**

**AND:**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4266-01**

A Second Class Retention Premium of four dollars (\$4.00) per hour will be paid to all Engineers who hold a valid Ontario Second Class Stationary Engineer license, who work as Second Class Rotating Shift Engineers or are trained and available to work as a Second Class Rotating Shift Engineer.


An employee may receive the Higher Certificate Premium or the Second Class Retention Premium, but not both.

The Second Class Retention Premium is specifically intended to address shortages of Second Class Engineers in the current labour market. This premium will be effective the first pay period following signing of this letter. This letter will expire with the current collective Agreement but may be renewed with the mutual agreement of both parties.

Signed electronically this 27th day of November, 2023.

For the Company:


  
\_\_\_\_\_  
Emily Hanna (Nov 16, 2023 10:11 EST)

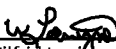
  
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Les Miller (Nov 16, 2023 10:12 EST)


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For the Union:

  
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Mohannad Alali (Dec 8, 2023 11:23 EST)

  
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Wilfrid Lavigne (Dec 8, 2023 12:39 EST)

  
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**APPENDIX “B” – BENEFITS**

**BENEFITS AT A GLANCE – UNDER 65 YEARS OF AGE**

*For CUPE employees up to end of 64 years of age and actively working at Crown Property Management*

BENEFIT	COVERAGE	COST SHARING
<p><b>Medident</b></p> <p><i>Eligible expenses include:</i></p> <ul style="list-style-type: none"> <li>◆ Prescription drugs</li> <li>◆ Drug dispensing fees</li> <li>◆ Hospital</li> <li>◆ Paramedical expenses</li> <li>◆ Orthopedic</li> <li>◆ Health care supplies</li> <li>◆ Emergency Out of Country</li> </ul> <p><b>Vision Care</b></p> <p><b>Dental</b></p>	<ul style="list-style-type: none"> <li>◆ No deductible</li> <li>◆ Unlimited overall maximum</li> <li>◆ Legally requiring prescription at 80 % reimbursement</li> <li>◆ Prescription drug card</li> <li>◆ Maximum dispensing fee reimbursement is \$9.00 per prescription</li> <li>◆ Semi-private room and board</li> <li>◆ 80% reimbursement to a maximum of \$500 per practitioner annually</li> <li>◆ Custom made and physician prescribed orthotic inserts reimbursed at 80% to a maximum of \$400 annually</li> <li>◆ Custom made and physician prescribed orthopedic shoes reimbursed at 80% to a maximum of \$150 annually</li> <li>◆ 100%</li> <li>◆ 100% reimbursement for eligible expenses for emergency care received outside your province of residence and outside Canada</li> <li>◆ \$200 for frames and lenses once every 24 months (100%)</li> <li>◆ \$70 reimbursement for eye examinations every two years</li> <li>◆ Basic services are 80% reimbursed (i.e. cleaning and routine exam)</li> <li>◆ Cleaning recall every six (6) months</li> <li>◆ Endodontic services are 80% reimbursed (i.e. root canals)</li> <li>◆ Periodontic services are 80% reimbursed (i.e.</li> </ul>	<p>Three Medident Levels:</p> <ul style="list-style-type: none"> <li>• Employee Only</li> <li>• Employee Plus One</li> <li>• Family</li> </ul> <p>Cost sharing between employee and company for all three levels</p> <p>The benefit premium costs are as followed:</p> <p>\$15 + tax - Single coverage            \$30 + tax – Couple coverage            \$45+ tax – Family coverage</p> <p>Deducted once per month.</p>

	<p>scaling)</p> <ul style="list-style-type: none"> <li>◆ Major restorative services are 50% reimbursed (i.e. crowns, dentures)</li> <li>◆ Orthodontia (braces) are reimbursed at 50% for dependents under 19 years of age</li> <li>◆ Dental maximum per calendar year per covered person is \$2,500.00</li> <li>◆ Orthodontia maximum is \$2,500.00 lifetime per covered person</li> <li>◆ Current dental fee guides applicable for all of the above</li> </ul>	
<b>Basic Life Insurance</b>	<ul style="list-style-type: none"> <li>◆ One time your annual salary</li> </ul>	100% Company paid
<b>Accidental Death &amp; Dismemberment</b>	<ul style="list-style-type: none"> <li>◆ One time your annual salary</li> <li>◆ Minimum \$50,000 and maximum of \$350,000</li> <li>◆ Coverage while at work</li> </ul>	100% Company paid
<b>Dependent Life Insurance</b>	<ul style="list-style-type: none"> <li>◆ Spousal life insurance of \$10,000</li> <li>◆ Child life insurance of \$5,000 per child</li> </ul>	100% Company paid with Couple or Family level Medident
<b>Optional Life Insurance</b>	<ul style="list-style-type: none"> <li>◆ Multiples of \$10,000 to a maximum of \$500,000</li> </ul> <p>** All amounts are subject to evidence of insurability</p>	50% Employee paid/ 50% Company paid
<b>Optional Spousal Life Insurance</b>	<ul style="list-style-type: none"> <li>◆ Multiples of \$10,000 to a maximum of \$250,000</li> </ul> <p>** All amounts are subject to evidence of insurability</p>	100% Employee paid
<b>Optional Dependent Life Insurance</b>	<ul style="list-style-type: none"> <li>◆ \$10,000 for each dependent child</li> </ul>	100% Employee paid
<b>Optional Accidental Death &amp; Dismemberment</b>	<ul style="list-style-type: none"> <li>◆ Multiples of \$10,000 to a maximum of \$450,000</li> <li>◆ Single or family level</li> </ul>	100% Employee paid
<b>Benefit Credit</b>	<ul style="list-style-type: none"> <li>◆ A benefit credit which is allocated to the employee's choice of one of the following 4 options:</li> </ul> <p>1. \$500 Health Care Spending Account (HCSA)</p>	100% Company paid

	<ul style="list-style-type: none"> <li>2. \$500 Wellness Account</li> <li>3. One times annual salary in supplemental life insurance plus \$400 in HCSA Account</li> <li>4. One times annual salary in supplemental life insurance plus \$400 in Wellness Account</li> </ul> <ul style="list-style-type: none"> <li>◆ May change election every 2 years as designated by the company</li> <li>◆ Supplemental Life and Basic Life have a combined maximum of \$1,000,000</li> </ul>													
<b>Short Term Disability</b>	<table border="0"> <thead> <tr> <th><u>Service</u></th> <th><u>Level of Disability Payment</u></th> </tr> </thead> <tbody> <tr> <td>Less than 1 year earnings</td> <td>130 work days at 67% of base earnings</td> </tr> <tr> <td>1 to 4 years earnings</td> <td>130 work days at 80% of base earnings</td> </tr> <tr> <td>5 to 9 years earnings</td> <td>130 work days at 90% of base earnings</td> </tr> <tr> <td>10 to 14 years earnings</td> <td>130 work days at 95% of base earnings</td> </tr> <tr> <td>15 or more years</td> <td>130 work days at 100% of base earnings</td> </tr> </tbody> </table> <p>STD claims can be made for new and unrelated injuries or accidents as many times per year as necessary. Reoccurrence of an existing claim can be made within 30 days and would continue on the claims schedule as if there was no break in coverage.</p> <p>For the first five (5) consecutive business days of absence due to illness or non-occupational injury, an employee will use available sick day entitlements. If an employee does not have sufficient sick days, unpaid days must be taken to satisfy the qualifying period. An employee becomes eligible for STD on the sixth (6<sup>th</sup>) consecutive day of absence. In the even of a hospitalization, the waiting period will be waived.</p>	<u>Service</u>	<u>Level of Disability Payment</u>	Less than 1 year earnings	130 work days at 67% of base earnings	1 to 4 years earnings	130 work days at 80% of base earnings	5 to 9 years earnings	130 work days at 90% of base earnings	10 to 14 years earnings	130 work days at 95% of base earnings	15 or more years	130 work days at 100% of base earnings	100% Company paid
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<b>Long Term Disability</b>	<ul style="list-style-type: none"> <li>◆ 67% of monthly earnings of a monthly maximum of \$9,000</li> <li>◆ After completion of STD (26 weeks), employee may be eligible for LTD</li> </ul>	100% Company paid												
<b>Employee and</b>	<ul style="list-style-type: none"> <li>◆ Confidential counseling services for employees</li> </ul>	100% Company paid												

<b>Family Assistance Plan</b>	<p>and their families</p> <p>◆ Unlimited use of Ceridian Lifeworks website</p>	
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While every effort has been made to ensure the accuracy of this document, please note that the benefits outlined in the relevant sections of the manual will supersede those indicated above. All rates are subject to provincial taxes where applicable.

For active employees working at Crown Property Management at age 65, some benefits will change – please see Benefits at a Glance for Age 65 for details. All benefits will end at the attainment of age 70, with the exception of the MSPP program which will end at the year in which the Participant attains the age of 69.

**BENEFITS AT A GLANCE - 65 to 69 YEARS OF AGE**

*For CUPE employees age 65 – 69/70 years of age and actively working at Crown Property Management*

BENEFIT	COVERAGE	COST SHARING
<p><b>Medident</b></p> <p><i>Eligible expenses include:</i></p> <ul style="list-style-type: none"> <li>◆ Prescription drugs</li> <li>◆ Drug dispensing fees               <ul style="list-style-type: none"> <li>◆ Hospital</li> </ul> </li> <li>◆ Paramedical expenses</li> <li>◆ Orthopedic               <ul style="list-style-type: none"> <li>◆ Health care supplies</li> <li>◆ Emergency Out of Country</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>◆ No deductible</li> <li>◆ Unlimited overall maximum</li> <li>◆ Legally requiring prescription at 80 % reimbursement</li> <li>◆ Prescription drug card</li> <li>◆ Maximum dispensing fee reimbursement is \$9.00 per prescription</li> <li>◆ Semi-private room and board</li> <li>◆ 80% reimbursement to a maximum of \$500 per practitioner annually</li> <li>◆ custom made and physician prescribed orthotic inserts reimbursed at 80% to a maximum of \$400 annually</li> <li>◆ Custom made and physician prescribed orthopedic shoes reimbursed at 80% to a maximum of \$150 annually</li> <li>◆ 100%</li> <li>◆ 100% reimbursement for eligible expenses for emergency care received outside your province of residence and outside Canada</li> </ul>	<p>Three Medident Levels:</p> <ul style="list-style-type: none"> <li>• Employee Only</li> <li>• Employee Plus One</li> <li>• Family</li> </ul> <p>Cost sharing between employee and company for all three levels</p> <p>The benefit premium costs are as followed:</p> <p>\$15 + tax - Single coverage            \$30 + tax – Couple coverage            \$45+ tax – Family coverage</p> <p>Deducted once per month.</p>
<p><b>Vision Care</b></p>	<ul style="list-style-type: none"> <li>◆ \$200 for frames and lenses once every 24 months (100%)</li> <li>◆ \$70 reimbursement for eye examinations every two years</li> </ul>	
<p><b>Dental</b></p>	<ul style="list-style-type: none"> <li>◆ Basic services are 80% reimbursed (i.e. cleaning and routine exam)</li> <li>◆ Cleaning recall every six (6) months</li> <li>◆ Endodontic services are 80% reimbursed (i.e. root canals)</li> <li>◆ Periodontic services are 80% reimbursed (i.e.</li> </ul>	

	<p>scaling)</p> <ul style="list-style-type: none"> <li>◆ Major restorative services are 50% reimbursed (i.e. crowns, dentures)</li> <li>◆ Orthodontia (braces) are reimbursed at 50% for dependents under 19 years of age</li> <li>◆ Dental maximum per calendar year per covered person is \$2,500.00</li> <li>◆ Orthodontia maximum is \$2,500.00 lifetime per covered person</li> <li>◆ Current dental fee guides applicable for all of the above</li> </ul>	
<b>Basic Life Insurance</b>	<ul style="list-style-type: none"> <li>◆ \$10,000 coverage</li> </ul>	100% Company paid
<b>Benefit Credit</b>	<ul style="list-style-type: none"> <li>◆ A \$500 benefit credit which is allocated to the employee's choice of the following 2 options: <ol style="list-style-type: none"> <li>1. health care spending account</li> <li>2. wellness/fitness account</li> </ol> </li> </ul> <p>** May change election every 2 years as designated by the company</p>	100% Company paid
<b>Employee and Family Assistance Plan</b>	<ul style="list-style-type: none"> <li>◆ Confidential counseling services for employees and their families</li> <li>◆ Unlimited use of Ceridian Lifeworks website</li> </ul>	100% Company paid

While every effort has been made to ensure the accuracy of this document, please note that the benefits outlined in the relevant sections of the manual will supersede those indicated above. All rates are subject to provincial taxes where applicable.

As per About Your Benefits Policy, all benefits will end at the attainment of age 70, with the exception of the MSPP program which will cease at the end of the year in which the Participant attains the age of 69.