

# The Corporation of the Township of Whitewater Region

By-law Number 18-06-1078

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## **A by-law to enter into a Collective Agreement with Canadian Union of Public Employees (C.U.P.E) Local 4353**


**Whereas**, Section 5 of the *Municipal Act, 2001 S.O. 2001, c.25* as amended states that the powers of a municipality shall be exercised by its Council and generally through by-law; and

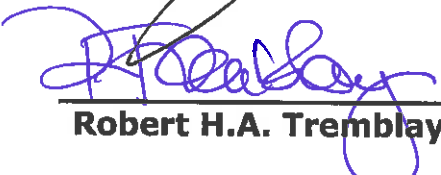
**Whereas**, Council deems it advisable to ratify through by-law the Collective Agreement with the Canadian Union of Public Employees (C.U.P.E) Local 4353;

**Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:**

1. All provisions as outlined in Schedule "A" attached and forming the Collective Agreement between the Corporation of the Township of Whitewater Region and C.U.P.E. Local 4353, shall form the basis of wage rates and working conditions for the period of July 1, 2018 through to and including June 30, 2023.
2. All amendments shall be presented to Council in the form of a replacement by-law.
3. The Chief Administrative Officer shall be responsible for the administration of this by-law and will be accountable to the Council for its enforcement.
4. This by-law shall not be interpreted to contradict or violate any statute or regulation of the Province of Ontario.
5. By-law 15-05-792 is hereby repealed effective July 1, 2018.

**Read a first, second and third time and finally passed this 20th day of June, 2018.**

  
\_\_\_\_\_  
Mayor, Hal Johnson

  
\_\_\_\_\_  
Robert H.A. Tremblay, Clerk

**COLLECTIVE AGREEMENT**

**between**

**THE CORPORATION OF THE TOWNSHIP  
OF WHITEWATER REGION**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 4353**



**July 1, 2018 to June 30, 2023**

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees and to provide an amicable method of settling any difference or grievance which might possibly occur.

## **ARTICLE 2 - EMPLOYMENT AND EMPLOYEE RESPONSIBILITIES AND MANAGEMENT RIGHTS**

**2.01** It is recognized that the Employer provides services for the safety, health, comfort and general welfare of the Citizens. Therefore, the employees must be prepared at all hours of the day or night to assist in providing these services.

**2.02** The Union recognizes that the Employer has all the regular and customary rights of Management except insofar as such rights are modified or limited by this Collective Agreement. The questions as to whether one of these rights is modified or limited by this Agreement may be decided through the Grievance and Arbitration Procedure. Without limiting the generality of the foregoing, the regular and customary rights of Management shall include the right:

(a) to hire, discharge, direct, transfer, classify, promote, demote, suspend, discipline, layoff, recall and to increase or decrease the working force.

(b) to maintain order, discipline and efficiency and to establish, revise and enforce rules and regulations to be observed by the employees.

### **2.03 No Discrimination**

The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or handicap, nor by reason of his/her membership or activity in the Union.

The parties agree to abide by the Ontario Human Rights Code and its regulations.

## **ARTICLE 3 - RECOGNITION**

### **3.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 4353 as the sole and exclusive Collective Bargaining Agent for all employees of the Public Works Department of the Corporation of the Township of Whitewater Region, save and except Water/Sewer Department, Public Works Manager, persons above the rank of Public Works Manager, office, clerical and technical staff.

### **3.02 No Other Agreements**

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit, without proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representation of the Union shall be spokesperson.

### **3.03 Representatives of Canadian Union**

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees and any other advisors involving business of the bargaining unit and/or negotiating with the Employer.

Such representative(s)/advisor(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

### **ARTICLE 4 – NO STRIKES OR LOCKOUTS**

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

### **ARTICLE 5 - HARASSMENT FREE WORKPLACE**

The Union and the Employer recognize the right of the employees to work in an environment free of harassment. Harassment can be psychological, verbal or physical or it can be a combination of these. It is any behavior, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual, and may adversely affect the working environment.

The Employer and the Union agree there will be no discrimination, interference, restraint, coercion exercised or practiced by the Employer, the Union, or any of their representatives with respect to any employee because of their connection with the Union or as a result of such employee exercising any of their rights under the Collective Agreement.

### **ARTICLE 6 - STATUS OF EMPLOYEES**

**6.01** Employees who have been employed for a period of six (6) consecutive months or more in a position within the full-time complement are deemed to be permanent employees.

**6.02** (a) Temporary or seasonal employees are those with less than six (6) consecutive months' service, and who are likely to be laid off before they complete six (6) consecutive months' service.

A part-time employee shall be defined as one who regularly works less than twenty-seven (27) hours per week.

Casual employees are those who work on an as-needed basis and may not be pre-scheduled to work.

(b) Temporary, seasonal or part-time employees are entitled to all conditions set forth herein except:

Article 18 - 18.01 - Hours of Work  
Article 21 - Vacations  
Article 22 - Sick Leave Provisions  
Article 24 - Inclement Weather

Article 25 - 25.02 - Safety Boots  
Article 27 - Employee Benefits Plan

- (c) No casual employee shall operate equipment if a regular employee possessing the qualifications, is available.

## **ARTICLE 7 - UNION SECURITY AND CHECK-OFF**

### **7.01 Union Security**

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

### **7.02 Deductions**

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a lists of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary - Treasurer of the Local Union

### **7.03 New Employees**

- (a) The Employer 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.
- (b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly-hired employee once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed fifteen (15) minutes duration.

### **7.04 T4 Slips**

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

## **ARTICLE 8 - CORRESPONDENCE**

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer/Clerk or designate and the Secretary of the Union and/or designate and the National Servicing Representative.

## **ARTICLE 9 – UNION-MANAGEMENT RELATIONS**

### **9.01 Function of Bargaining Committee**

All matters described in the Collective Agreement dealing with wages, benefits and other appropriate matters, may be the subject of negotiations between the parties at the appropriate time for negotiations for renewal of the Collective Agreement.

### **9.02 Meeting of Bargaining Committee**

In the event that either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than thirty (30) calendar days after the request has been given unless the parties mutually agree to a later date.

### **9.03 Bargaining Relations Technical Information**

For the purpose of bargaining and/or upon ten (10) days' request by the Union, the Employer will provide the following information:

- (i) job descriptions
- (ii) number of positions in bargaining unit
- (iii) insurance policies

### **9.04 Negotiations**

Time spent in Union negotiations and scheduled face to face meetings would be without loss of seniority, pay, and benefits.

## **ARTICLE 10 – UNION-MANAGEMENT COMMITTEE**

There shall be a joint Labour/Management Committee consisting of not more than two (2) members of the Union and not more than two (2) management representatives. The Committee shall meet at least quarterly at a mutually agreeable time and place. Notice of agenda shall be given at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay, benefits and/or privileges for time spent with this committee or any other 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 Employer and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Staff Representative and the Employer shall each receive a copy of the signed minutes.

The committee does not have the authority to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the authority to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 11 – HEALTH & SAFETY**

The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health, in order to prevent injury and illness.

**11.01** First Aid Kits shall be supplied by the Employer to each mobile unit of employees and in other appropriate locations of the Employer.

**11.02 Proper Accommodations**

(a) Neat and clean accommodation shall be provided for employees to have their meals and change their clothes.

(b) Appropriate storage space shall be provided for employees to store their clothing and belongings during working hours.

**ARTICLE 12 – GRIEVANCE PROCEDURE**

**12.01** A grievance shall be defined as the difference between the parties arising out of the interpretation, application or administration of this Agreement. Replies in writing stating reasons shall be provided at all stages.

**12.02 Settling of Grievances**

An earnest effort shall be made to process and settle grievances fairly and promptly in the following manner:

Formal Complaint Stage

When the employee has a complaint, they need to identify to the immediate Supervisor at the beginning of the meeting what the intent of the meeting is (i.e. This is a formal complaint...). It is agreed that an employee has no grievance until they have first given their immediate Supervisor an opportunity to adjust their complaint within fourteen (14) working days of its occurrence or when they ought to have become aware of it. The employee may request to meet with their Supervisor and is permitted to have a Steward or if unavailable, a co-worker from their department present at the meeting. Prior approval is required to attend the meeting. The Employer will provide a written response to the complaint and if no satisfactory answer is received within seven (7) working days from the time it was first discussed with the employee's immediate Supervisor, the employee may proceed to Step 1 of the grievance procedure.

Step 1

Failing satisfactory settlement at the complaint stage the Union may file the grievance at Step 1, by fax, email, or hand delivery to the Manager, cc the CAO. The Union will present the grievance to the Manager in a meeting within seven (7) working days following the decision at the complaint stage, unless the parties have mutually agreed to extend the timelines. The grievance shall be in writing on a mutually approved form and shall include the nature of the grievance, the redress sought and the section or sections of the agreement that are alleged to have been violated. The Manager shall deliver their decision in writing within seven (7) working days following the presentation of the grievance.

Step 2

Failing satisfactory settlement at Step 1 the Union may file the grievance at Step 2, by fax, email, or hand delivery to the CAO. The Union will present the grievance to the CAO or



designate, in a meeting within seven (7) working days following receipt of the decision at Step 1, unless the parties have mutually agreed to extend the timelines. The decision of the CAO or designate, shall be delivered within seven (7) working days of the meeting.

### Step 3

Failing satisfactory settlement at Step 2, either party may refer the grievance to arbitration within thirty (30) calendar days following receipt of the decision at Step 2.

- (a) The decision given in Step 1 or Step 2, as the case may be, shall be final and binding upon the Employer and the Union and upon any employee affected by it unless a subsequent step is taken within the time herein before limited.
- (b) Where a grievance is not processed within the time allowed or has not been processed by the Union within the time prescribed, it shall be deemed to have been withdrawn.
- (c) Where a grievance is not processed by the Employer within the time prescribed, it may be processed by the Union to the next step.

**12.03** The Union in all steps shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided for in the previous steps.

**12.04** The time limits provided in this Article may be extended or otherwise amended by mutual agreement of the parties.

### **12.05 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 2 within fourteen (14) calendar days following the circumstances giving rise to the Policy 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 self institute and the regular grievance procedure shall not be thereby bypassed.

### **12.06 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 to the Public Works Manager or designate 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 1 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance. It is understood that no more than two (2) employees would participate in the grievance or arbitration process. The Steward would be one of the two (2) employees participating.

### **12.07 Mediation**

The parties agree that it is their intent to resolve grievances without recourse to arbitration, where possible. The parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request

for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

#### **12.08 Facilities for Grievance**

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

#### **12.09 Grievance and Layoff and Recalls**

Grievance concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

**12.10** It is agreed by both parties to submit any such difference to Arbitration, as defined in Section 48 of the Ontario Labour Relations Act as amended from time to time.

### **ARTICLE 13 – ARBITRATION**

#### **13.01 Referral to Arbitration**

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) calendar days after the dates of the reply at Step 2.

#### **13.02 Definition of Working Days**

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

#### **13.03 Referral to Arbitration**

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 13.01 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

#### **13.04 Payment for Board of Arbitration**

- (a) It is agreed by both parties that each party shall be responsible for all costs involved by their own nominee to the Arbitration Board and that they shall share equally, all costs and fees charged by the Chairman of the Board.
- (b) Time spent in scheduled face to face grievance meetings, up to but not including arbitration be without loss of seniority, pay and benefits.

### **13.05 Powers of the Board**

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

### **13.06 Time limits**

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

### **13.07 Single Arbitrator**

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

## **ARTICLE 14 – CLEARING OF FILE**

**14.01** The authority to suspend, discharge or otherwise discipline an Employee rests with management. An Employee who has completed their probationary period may be disciplined, suspended or discharged, but only for cause. When the Employer has decided to discipline an Employee in the form of a written reprimand, suspension or discharge, it shall have a meeting with the Employee in the presence of a Union steward. The parties understand that the purpose for the attendance of the steward at the meeting is to advise and support the Employee.

### **14.02 May Omit Grievance Steps**

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 12, Grievance Procedure. Grievances regarding suspension and discharge will start at Step 2 of the grievance procedure.

**14.03** Any verbal warning, or letter of reprimand, will be removed from the record of an employee twelve (12) months following the receipt of same. Suspensions will be removed from the record of an employee twenty-four (24) months following the receipt of same, or other sanction provided that such employee's record has been discipline free for one year.

## **ARTICLE 15 – SENIORITY**

### **15.01 Seniority Defined / Seniority List**

Seniority is defined as the length of service with the Employer and shall operate on a bargaining-unit-wide basis. The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union quarterly, through Labour Management and posted on all bulletin boards. Part-time seniority shall accumulate on the basis of one (1) year's seniority for each 2080 hours worked.

## **15.02 Probation of Newly Hired Employees**

Newly hired employees shall be on a probationary basis for a period of one thousand (1000) working hours from the date of hiring. 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. Seniority shall accrue to an employee who is actually at work for the Employer or on paid leave. Except as otherwise provided, seniority shall not accrue to an employee who is on unpaid leave in excess of thirty (30) days or as prescribed in legislation.

## **15.03 Loss of Seniority**

1. Seniority shall accumulate under the following circumstances:
  - (a) When the employee is on the active payroll of the Employer.
  - (b) When the employee is off the payroll due to an accident and when the employee is receiving compensation under the Workers' Safety and Insurance Act, and when the employee has not accepted employment with another Employer.
  - (c) When the employee is on any leave of absence authorized by the Employer and/or a member of CUPE National and/or Provincial for a 2 year period, or under provisions of legislation.
2. An employee shall lose seniority and his employment when the employee:
  - (a) Voluntarily resigns in writing;
  - (b) Is absent from work without authorization for a period in excess of three (3) working days, unless he provides, in writing, a reason acceptable to the Employer;
  - (c) Is off the payroll for a continuous period for more than eighteen (18) months as a result of layoff (as per 17.05 (e));
  - (d) Fails to report to work within ten (10) working days after having being notified by registered mail of a recall to work following a layoff;
  - (e) Is discharged and not reinstated through the grievance/arbitration procedure;
  - (f) Fails to return to work upon termination of authorized leave of absence without a valid reason acceptable to the Employer.

## **15.04 Transfers and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside of the bargaining unit without his/her consent. In the event an employee covered by this Agreement is transferred to a position outside the scope of this Agreement and later returns (within one year) to a position within the scope of this Agreement, he/she shall retain the seniority which he/she held at the time of leaving the bargaining unit.

#### **15.05 Seniority and Benefits While on WSIB**

All employees shall be covered by the Workers' Safety and Insurance Board (WSIB) Act.

An employee receiving payment for a compensable injury under WSIB shall accumulate seniority and shall be entitled to all benefits, rights and privileges under this Collective Agreement. While on WSIB, the Employer shall continue to pay the employer's share of all premiums for employee benefit plans, including the pension plan.

### **ARTICLE 16 – PROMOTIONS AND STAFF CHANGES**

#### **16.01 (a) Job Postings**

When a vacancy occurs or a new position is created inside of the bargaining unit, the Employer shall notify the Union in writing and post the notice of the position in the Employer's offices, shops and on all bulletin boards for a minimum of one (1) week in order that all members will know about the position and be able to make written application.

#### **(b) Recognition of Seniority**

- (i) The principle of promotion within the service of the Employer; and
- (ii) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment should be made of the applicant with the required qualifications and having the greatest seniority. Appointments from within the bargaining unit shall be made within thirty (30) days of posting.

**16.02** Where a new job is established, or where existing job duties are changed such that an employee is incorrectly classified, the appropriate classification, wage rates, and progressions shall be negotiated and the applicable conditions of this Agreement shall apply. If no agreement is reached, the matter may be submitted to arbitration. In this case the grievance steps shall be omitted. If a wage increase and/or other rights, privileges and benefits result, the same shall be retroactive to the date that the job was changed, or the new job created.

#### **16.03 Changes in Classifications**

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or the Employer feels a job is unfairly or incorrectly classified, or when a new job is created and/or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change of job duties.

#### **16.04 No Elimination of Present Classifications**

Existing classifications from Schedule "A" shall not be eliminated without prior written agreement with the Union.

### **ARTICLE 17 - LAYOFFS AND RECALLS**

#### **17.01 Definition of Layoff**

A layoff shall be defined as a reduction in the workforce and/or a reduction in the wage rate and/or hours of work.

#### **17.02 Layoffs and Rehiring Procedure**

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 15 - Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent service. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

#### **17.03 Notice of Layoff**

In the event of a proposed layoff, the Employer will meet with the Union through the Labour Management committee to review the reasons and expected duration of the layoff, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in this collective agreement.

#### **17.04 Layoff Procedure**

- (a) In the event of layoffs, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.
- (b) An employee who is subject to layoff shall have the right to either:
  - (i) Accept the layoff; or
  - (ii) Displace an employee who has
    - less bargaining unit seniority in a lower or identical paying classification; and
    - who has scheduled hours less than or equal to the employee being laid off; and
    - if the employee originally subject to layoff is qualified for and can perform the duties without training other than orientation.
  - (iii) An employee who wishes to exercise her or her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
  - (iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.

- 17.05** (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications as required by law to perform the work. In determining the ability and qualifications as required by law, as agreed between the parties, of an employee to perform the work for the purposes of the first sentence above, the Employer shall not act in an arbitrary manner.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (c) It is the responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within fourteen (14) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within fourteen (14) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.
- (e) An employee who has been separate from employment by layoff shall be listed according to seniority for a period of time equal to his seniority at the date of the layoff, but not to exceed eighteen (18) months after the date on which he was laid off. If not recalled to work during the said period his name shall then be removed from the list and the Union shall be so notified.

## **ARTICLE 18 - HOURS OF WORK**

- 18.01** The regular work week shall be five (5) days, forty (40) hours per week, consisting of eight (8) hour days from Monday to Friday.
- 18.02** All hours in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1½). The normal work day shall be worked between the hours of 7:00 a.m. and 3:30 p.m.
- 18.03 Shift Work**
- In the event of shift work, employees shall be scheduled in a fair and equitable manner.
- 18.04** Employees shall not be required to take layoff during regular scheduled hours to equalize any overtime worked, without mutual consent.
- 18.05** Employees assigned to shift work outside the regular hours of work shall be given three (3) working days' notice prior to commencement of the shift work, if at all possible.

Employees assigned to shift work shall be paid a shift premium of thirty cents (\$.30) per hour for all hours worked during each shift.

## **ARTICLE 19 - OVERTIME**

**19.01** Employees required to work on Sundays shall be paid double time.

**19.02** Employees called out after regular working hours shall receive time and one-half (1½) for hours worked with a minimum of three (3) hours.

### **19.03 Overtime Defined**

(a) (i) Overtime work shall be on a voluntary basis and will be offered on the basis of seniority.

(ii) It is agreed by the Parties that the following practice regarding overtime call outs shall take place between November 1<sup>st</sup> through April 30<sup>th</sup> of each year;

All overtime call outs will be according to assigned patrol yard based on the current seniority list as per Article 15.01 of the Collective Agreement. This agreement will not be subject to the grievance process.

(iii) The Parties agree to the following;

When a project begins during regular hours the Employee may request to remain up to three (3) hours at the applicable overtime rate of pay.

It is understood such employees may refuse if they wish to do so.

Any additional overtime after three (3) hours will be as defined in Article 19.03 of the Collective Agreement.

(b) Time worked beyond eight (8) hours in a day or on a scheduled day off, shall be considered overtime and paid at time and one-half (1½) the regular rate of pay.

(c) Instead of cash payment for overtime, an employee may choose to receive time off equal to the appropriate overtime rate and at a time mutually agreeable to the supervisor and the employee. An employee cannot at any time accumulate more than fifty-three and a half (53.5) hours x 1.5 regular time, (equal to 80 hours time in lieu). Any overtime worked beyond such fifty-three and a half (53.5) x 1.5 hours shall be paid. The employee shall confirm with the Employer if he/she wants to bank or receive payment on his/her overtime.

(d) For seasonal/term/casual employees (a) and (b) apply.

(e) For students, (a), (b), and (c) applies after forty (40) hours per week.

### **19.04 Meal Allowance**

An employee required to work more than eleven (11) consecutive hours will receive a fifteen dollar (\$15.00) meal allowance.

**Management Identified Emergency** – where public works 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, a meal allowance will be provided to each employee. This clause will not apply to snowplowing/snow removal.



## **ARTICLE 20 - HOLIDAYS**

**20.01** The following Statutory Holidays are recognized as time off with pay for all permanent employees:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

And any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government, providing the employee reports to work the day previous and the day after the holiday in question, except if on vacation or sick leave.

In addition to the holidays listed above, each employee shall be allowed one (1) additional holiday to be known as a Floating Holiday. The date and time for taking the Floating Holiday shall be mutually agreed upon by the Employer and employee. A Floating Holiday cannot be carried from one calendar year to the next.

### **20.02 Pay for Regularly Scheduled Work on a Holiday**

An employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay. An employee who is scheduled to work shall:

- (a) be paid at the rate of one and one-half (1½) times plus another day off with pay, in lieu of holiday pay, at a time mutually agreed between the two (2) parties, or
- (b) be paid at the rate of one and one-half (1½) times his regular rate of pay in addition to the holiday pay.

### **20.03 Compensation for Holidays on Saturday or Sunday**

When any of the above-noted holiday fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

**20.04** An employee shall not be entitled to any observed holiday which occurs after an employee has been on unpaid leave for a period of thirty consecutive days.

### **20.05 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an employee's vacation period, or any other leave for which the employee receives payment, he/she shall be allowed an additional vacation day with pay at a time designated by the employee.

### **20.06 Notification to Employees**

The Employer shall notify all employees of the amount of their holidays, vacation and time in lieu of overtime on June 1<sup>st</sup> and September 1<sup>st</sup> of each year.

## **ARTICLE 21 - VACATIONS**

**21.01** (a) All permanent employees who have completed the following years of service on January 1<sup>st</sup> of any year will be allowed the following paid vacation:

- (i) During the first year of Employment, full-time Employees will be credited with vacation leave at the rate of .83 days for each calendar month worked up to December 31<sup>st</sup>.
- (ii) Beginning January 1<sup>st</sup> of the vacation year during which the Employee will complete one (1) full year of employment, he/she will be credited with (10) working days of vacation leave.
- (iii) Beginning January 1<sup>st</sup> of the vacation year during which the Employee will complete three (3) years of employment, he/she will be credited with fifteen (15) working days of vacation leave.
- (iv) Beginning January 1<sup>st</sup> of the vacation year during which the Employee will complete eight (8) years of employment, he/she will be credited with twenty (20) working days of vacation leave.
- (v) Beginning January 1<sup>st</sup> of the vacation year during which the Employee will complete twenty (20) years of employment, he/she will be credited with twenty-five (25) working days of vacation leave.

Vacation shall not accrue after any continuous paid or unpaid leave which exceeds thirty (30) consecutive days unless dictated either through this Collective Agreement or legislation(s).

- (b) The Employer reserves the right as to scheduling of vacation. Employee requests for specific vacation periods are to be submitted to the Employer prior to March 31<sup>st</sup> of each year. Where employees request the same vacation period by March 31<sup>st</sup> and the Employer cannot grant the requests for the same time, then seniority shall be the determining factor. Vacation requests received after March 31<sup>st</sup> will be considered on a first-come, first served basis rather than seniority. The Employer shall post a list of approved requests by April 30<sup>th</sup>.

**21.02** Annual vacation shall be based on operational requirements.

**21.03** An employee shall be entitled to carry over up to two (2) weeks' vacation to the following year. The amount to be at the employee's request.

### **21.04 Vacation Pay on Termination**

An employee who leaves full-time employment with earned vacation to his/her credit shall be paid the unused portion of his/her 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.

### **21.05 Unbroken Vacation Period**

An employee shall receive an unbroken period of vacation for two (2) weeks unless mutually agreed upon between the employee and the Employer.

#### **21.06 Approved Leave of Absence During Vacation**

Where the employee qualifies for sick leave, bereavement, or any other approved leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual agreement.

### **ARTICLE 22 - SICK LEAVE PROVISIONS**

#### **22.01 Sick Leave Defined**

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

#### **22.02 Amount of Sick Leave**

Sick leave shall be earned by employees on the basis of one and one-half (1½) days for every month of service. An employee shall be entitled to an accrual of all the unused portion of sick leave for his future benefits.

#### **22.03 Deductions from Sick Leave**

A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave.

#### **22.04 Proof of Illness**

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out his duties due to illness. If the Employer requests such certificate(s) then the Employer shall pay the cost of such.

#### **22.05 Sick Leave During Leave of Absence**

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he shall not receive sick leave credit for the period of such absence, but shall retain his cumulative credit, if any, existing at the time of such leave or layoff.

#### **22.06 Supplementation of Workers' Compensation**

When an employee is absent due to a work-related accident and qualifies for Workers' Compensation benefits, he shall receive from the Employer the difference between the Workers' Compensation Board maximum and his normal gross salary. However, the Employer's contribution to supplement the difference between the Workers' Compensation Board maximum and the normal gross salary shall cease in the event of a disability award. While in receipt of the Workers' Compensation Board benefit under this clause, the employee may elect to continue his normal gross pay and benefits, provided that he assigns all Workers' Compensation Board advances during the period of benefits, to the Employer.

#### **22.07 Sick Leave Payout**

Effective for all full-time employees, an employee having accrued sick leave to his/her credit shall, on severance or retirement, receive a salary grant in lieu thereof equal to fifty percent (50%) of such credit at the rate of pay effective immediately prior to severance, to a maximum of six (6) months pay. In the event of death, such salary grant shall be paid to the Estate or designated Beneficiary.

#### **22.08 Sick Leave Records**

A record of all unused sick leave will be kept by the Employer. Immediately after the close of each calendar year, each employee may review the records of the Employer and verify that his accumulated sick leave is correct.

#### **22.09 Preventative Health Care**

Employees may on up to eight (8) occasions per year, with the approval of the Employer use up to a maximum of 24 hours of their accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Such permission shall not be unreasonably withheld. Employees shall provide a minimum of three (3) days' notice, except in an emergency.

### **ARTICLE 23 - LEAVE OF ABSENCE**

**23.01** Leave of absence will be granted to all employees for the purpose of voting, in accordance with the Federal and Provincial Election Acts.

**23.02** Leave of absence without pay or loss of seniority may be granted, subject to operational requirements, to an employee to attend functions of the Union. Such requests will not be unreasonably denied. A maximum of fifteen (15) days leave per annum shall be granted. An Employee shall receive the pay and benefits provided for in this Agreement while on unpaid leave of absence for Union functions. However, the Union shall reimburse the Employer for all actual cost during the period of absence. Management will provide invoices on a monthly basis and the Union will pay the invoices within thirty (30) days of the date of the invoice.

**24.03** The Employer shall pay an employee who is required to serve as Juror the difference between his normal earnings and the payment he receives for Jury service. The employee will present proof of service and the amount of pay received.

**23.04** The Employer may grant a leave of absence without pay to any Employee requesting such leave. The Employee must provide at least thirty (30) days written notice, wherever possible, to the Employer advising of the leave start and end date together with the reason for such leave.

#### **23.05 Compassionate Leave**

An employee shall be granted up to five (5) days off without loss of pay when death occurs in his/her immediate family. Immediate family to mean spouse, same sex partner, common-law relationship and children. An employee shall be granted up to three (3) days off without loss of pay for the death of a father, mother, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchildren or other relatives living with him/her. An employee shall be granted one (1) day without loss of pay to attend

the funeral of an aunt or uncle. One (1) day leave is granted without loss of pay to attend a funeral as a pallbearer.

#### **23.06 Maternity/Adoption/Parental Leave**

Leave of absence shall be granted in accordance with the Employment Standards Act of Ontario.

#### **23.07 Seniority Status During Maternity/Adoption/Parental Leave**

While on maternity, adoption/parental leave, an employee shall accumulate seniority and shall be entitled to full benefits, rights and privileges under this Collective Agreement.

### **ARTICLE 24 - INCLEMENT WEATHER**

**24.01** When available, inside work shall be provided for all permanent employees if, in the opinion of the Public Works Manager, it is not reasonable to work outside during wet, stormy and extremely cold weather.

**24.02** In inclement weather, when outside/inside work is not available, a permanent employee reporting for work on time will be paid two (2) hours, and one (1) hour for each additional hour or fraction thereof that he is ordered to remain at the place of work by the Public Works Manager.

### **ARTICLE 25 - TOOLS, EQUIPMENT AND WORK CLOTHING**

**25.01** The Employer will provide all tools and equipment necessary to carry out work of the Corporation, including rubber coats, safety rubber boots and rubberized work gloves for those engaged in work where such clothing is necessary and such clothing must not be used for other than outside purposes and at the discretion of the Public Works Manager, and equipment is to be kept in good repair.

**25.02** The employer will contribute the sum of three hundred dollars (\$300) for or toward the cost of purchasing safety boots for all employees who have completed their probationary period. Such payment applies to full-time employees, once per year. Effective 2022, this rate will increase to three hundred and fifty dollars (\$350).

**25.03** The Employer agrees to supply two (2) work coveralls to be used by employees when working under machinery or handling chemicals.

In addition, the Corporation will purchase and supply;

- (a) Regular full-time Employees in the Public Works Department will have the following clothing provided by the Employer and laundered by the Employee:
- One (1) bib overall (summer weight)
  - One (1) jacket (winter weight)
  - Two (2) t-shirts

(b) Replacement Guidelines (regular employees in the Works Department)

<b>Description</b>	<b>Replacement Guideline</b>
Safety Jacket (winter)	After two (2) years if required
Bibbed Safety Overalls (summer)	After two (2) years if required
Safety T-shirts	Two (2) per year

(c) All Employees to whom clothing is issued are required to wear this clothing when performing municipal work. Employees reporting to work not wearing this clothing issued shall be required to return home and report back wearing the clothing issued and shall not be paid for the time required to change. Township issued clothing and/or uniforms in whole or in part shall not be worn while off duty except when reporting to, or returning from work.

(d) Clothing provided by the Employer may include an identification determined by the Employer. Where applicable, the Employee shall be responsible for laundering and maintaining the clothing in good repair, appearance and cleanliness. All clothing shall remain the property of the Corporation and shall be returned upon demand. Wearing apparel which is abnormally worn prior to the replacement guideline shall only be replaced at the discretion of the Supervisor and the Corporation. The issuer shall be provided with the worn out items prior to replacement. The Employer shall determine colour, specifications and suppliers.

#### **25.04 Mileage**

All employees who use their personal vehicles to perform pre-approved Township business are entitled to mileage allowance consistent with Township Policy.

### **ARTICLE 26 - WAGES**

#### **WAGE RATES - SEE SCHEDULE "A"**

**26.01** The Employer shall pay wages on a bi-weekly basis, in accordance with Schedule "A"

#### **26.02 Pay on Temporary Transfer, Higher Rated Job**

When an employee is assigned to relieve in or perform the principle duties of a position for a worker with a higher pay level, the employee shall receive the rate of pay of the new job for all hours worked.

The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer outside the bargaining unit.

#### **26.03 Pay on Transfer, Lower Rated Job**

When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

## **ARTICLE 27 - EMPLOYEE BENEFITS**

**27.01** In addition to the Canadian Pension Plan, every Employee shall join the Ontario Municipal Employees' Retirement System. The Employer shall notify each Employee in writing when they become eligible to join/enter OMERS. The Employer and the Employee shall make contributions in accordance with the provisions of the Plan.

### **27.02 Leave of Absence Without Pay**

During leave of absence without pay, employees may continue participating in Basic Life, Extended Health and Hospital and the Dental Plan by arranging to pay the following at least one (1) week in advance of the first of each month of coverage.

- Employee's must pay full premium on Basic Life and AD&D
- During the first twelve (12) months leave the Employer and employee will cost share 50/50 (Medical / dental)
- During the second twelve (12) months leave the employee will pay full premiums.

Benefits will cease if the employee fails to maintain their payment.

## **ARTICLE 28 - GENERAL**

### **28.01 Access to File**

An employee shall have the right, accompanied by an Employer representative, to view the contents of his/her personnel file and to make and request a copy of material contained therein if not previously provided. Such viewing shall take place during normal working hours. Any disagreement as to the accuracy of information contained in the file may be subject to the grievance procedure and the eventual resolution thereof shall become part of the employee's record.

### **28.02 Printing of Collective Agreement**

The Employer and the Union agree to equally share the cost of printing the Collective Agreement enabling each employee to have a copy with two (2) copies to the National Servicing Representative and sufficient copies for the Employer and their representatives.

### **28.03 Meeting Room**

The Employer agrees to provide the Union with the use of a meeting room

## **ARTICLE 29 - TERM OF AGREEMENT**

### **29.01 Duration**

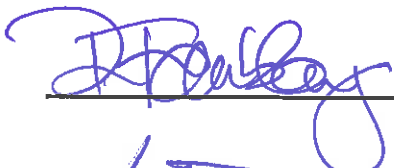

This Agreement shall be binding and remain in effect from July 1, 2018, to June 30, 2023, and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to June 30, 2023, that it desires termination or amendments.

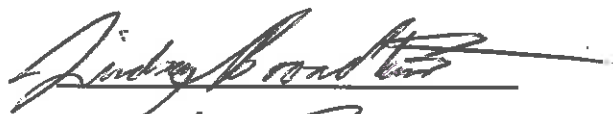

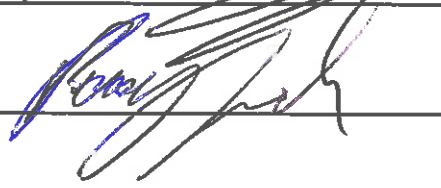
**29.02** Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

DATED AT COBDEN, ONTARIO, THIS 13<sup>th</sup> DAY OF June 2018.

SIGNED ON BEHALF OF THE  
CORPORATION OF THE  
TOWNSHIP OF WHITEWATER

SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 4353

  
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Marilyn Hawthorne  
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R. Lukat  
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G.D. Johnson  
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A. Parker  
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**SCHEDULE 'A' – WAGE RATES**

The following wage rates shall apply:

Job Position	June 30, 2018 Expiry	July 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023
		0%	0.50%	1.50%	1.50%	1.75%	2.00%
Labourer	\$16.08	\$16.08	\$16.16	\$16.40	\$16.65	\$16.94	\$17.28

Job Position	June 30, 2018 Expiry	July 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023
		4.88%	0.50%	1.50%	1.50%	1.75%	2.00%
Driver/ Operator	\$22.55	\$23.65	\$23.77	\$24.13	\$24.49	\$24.92	\$25.42

Job Position	June 30, 2018 Expiry	July 1, 2018	Jan 1, 2019	Jan 1, 2020	Jan 1, 2021	Jan 1, 2022	Jan 1, 2023
		7.93%	0.50%	1.50%	1.50%	1.75%	2.00%
Mechanic	\$28.36	\$30.61	\$30.76	\$31.22	\$31.69	\$32.25	\$32.90

Lead Hand – additional \$2.00 per hour, as assigned.

It is agreed by the parties that a student or a grant employee may be hired for a period not to exceed twenty-six (26) weeks at a rate of pay not less than the general minimum wage rate.

## BENEFIT SUMMARY

TOWNSHIP OF WHITEWATER REGION	Manulife/69766
<i>Description</i>	<i>Active Union Employees</i>
<b>BASIC LIFE INSURANCE</b>	
-enrollment	mandatory
- volume	2 times earnings
- maximum	\$175,000
- non evidence limit	\$125,000
- premium waiver	179 days
- Termination age	*50% reduction at age 65 *reduce to \$5000 at age 70 *terminates at age 85 or retirement, whichever is less
- waiting period	none
- claim deadline	90 days from the date of the loss
- employer contribution	100%
- employee contribution	none
- disability definition	restriction or lack of ability due to an illness or injury which prevents performing work duties.
<b>BASIC AD&amp;D</b>	
-enrollment	mandatory
- volume	2 times earnings
- maximum	\$175,000
- minimum	none
- premium waiver	none
- non evidence limit	\$125,000
- waiting period	none
- termination period	* 50% reduction at age 65 * terminates at age 70 or earlier, whichever is less
<b>DEPENDENT LIFE INSURANCE</b>	
- enrollment	optional
- volume	* \$5,000 for spouse * \$2,500 each child
-termination	age 70 or retirement, whichever is less
- waiting period	none upon hire, 3 months for all other employees
- premium waiver	only if life insurance is waived due to disabled

TOWNSHIP OF WHITEWATER REGION	Manulife/69766
<b>EXTENDED HEALTH CARE</b>	
- enrollment	optional
- late enrollment	proof of insurability request after 31 days
- maximum benefit	unlimited
- deductible	\$25 Individual, per calendar year \$25 Family, per calendar year
- co insurance	100%
- employer contribution	75%
- termination age	75 or retirement, whichever is earlier
- drug card	yes
- advance supply limitation	up to 3 months supply at any one time
- waiting period	none upon hire, 3 months for all other employees
- hospital care	semi private
- private duty nursing	maximum of \$10,000 per calendar year
- ambulance	yes
- medical equipment	rental and purchase when approved by Manulife
- non-dental prostheses	external prostheses
- orthopedic	maximum of \$150/calendar year
- orthotics	custom made up to maximum of \$400 per 3 calendar years
- hearing aids	maximum of \$500 every 5 calendar years
- drugs	prescription from doctor or dentist
- oral contraceptives	yes
- injectable medications	yes
- life-sustaining drugs	yes
- diabetes	non-prescription drugs and supplies
- exclusion	automatic jet injectors or similar equipment
- professional services	licensed practitioners
- recommendation	none
- chiropractor	\$500/calendar year
- osteopath	\$500/calendar year
- Podiatrist/Chiropodist	\$500/calendar year
- Massage Therapist	\$500/calendar year
- Naturopath	\$500/calendar year
-Speech Therapist	\$500/calendar year
- Physiotherapist	\$500/calendar year
- Psychologist	\$500/calendar year
- Acupuncturist	\$500/calendar year
- speciality x-ray	\$25 maximum per calendar year
- out of province/out-of-Canada	expenses payable up to a maximum of \$5,000,000 per lifetime
- out of province referral	maximum of \$3,000 every 3 calendar years

TOWNSHIP OF WHITEWATER REGION	Manulife/69766
<b>DENTAL INSURANCE</b>	
- enrollment	optional
- waiting period	none upon hire, 3 months for all other employees
- late enrollment	proof of insurability request after 31 days
- maximum benefit	unlimited
- deductible	none
- co insurance	100%
- employer contribution	80%
- termination age	75 or retirement, whichever is earlier
- dental fee guide	current fee guide
A) basic services	
-co-insurance	100%
- maximum	unlimited for level 1 and level 2 \$2,000 per calendar year for Level 3 and Level 4
- Level 1 (Basic services)	100%
- Level 2 (Supplementary Basic Services)	100%
- Level 3 (Dentures)	50%
- Level 4 (Major Restorative Services)	50%
<b>SURVIVOR EXTENDED BENEFITS</b>	
-coverage	dependents covered
- maximum	*dependents are no longer a dependent *date similar coverage is obtained elsewhere *24 months from insured death *group policy terminates
- fee	none
<b>VISION (for full time and/or dependents) Township benefit</b>	
-coverage	\$400 Total every 24 months/family
<b>BOOT ALLOWANCE (PER ANNUM) Township benefit</b>	
-coverage	\$300 per annum / increase to \$350 per annum in 2022