

SOURCE	City		
EFF.	94	01	01
TERM.	97	12	31
No. OF EMPLOYEES	440		
NOMBRE D'EMPLOYÉS	JFC		

THIS AGREEMENT made the 12th day of June, 1997.

BETWEEN:

**THE CORPORATION
OF THE CITY OF LONDON**
hereinafter called the "Corporation"

OF THE FIRST PART

-and-

**LONDON CIVIC EMPLOYEES'
LOCAL UNION NO. 107**
(Chartered by the Canadian Union of Public Employees
and affiliated with the Canadian Labour Congress)
hereinafter called the "Union"

OF THE SECOND PART

WHEREAS in the interest of the efficient conduct and administration of the City's affairs, it is desirable **and** necessary that there shall obtain harmonious relations between the **City** Council, the Heads of the Departments and the City employees, fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge and seniority in the service, security of tenure of employment and promotion within the service.

This Agreement is entered into by the Parties hereto in order to provide for orderly collective bargaining relations between the Corporation and its employees. It is the desire of both Parties to cooperate in maintaining a satisfactory relationship between the Corporation and its employees, and to provide an amicable method of settling any difference or grievance relating to the general working conditions which **may** arise from time to time.

NOW **THEREFORE**, to effectuate the foregoing, the Corporation hereby covenants and agrees with the Union **as** follows:

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ARTICLE 1 - RECOGNITION AND SCOPE

1.1 The Corporation recognizes the Union **as** the exclusive bargaining agent for **all** the Corporation's employees in the Bargaining Unit known as the Outside Workers unit of the Environmental and Community Services Departments, save and except for the following:

- those employees of the Corporation who are represented **as** bargaining agent by Local No. 101, C.U.P.E. (Inside Workers), and by Local No. 220, Service Workers' International Union, Dearness Home, and by The London Professional Fire Fighters' Association;
- those employees who are excluded from the Bargaining Units defined in the respective collective agreements between the Corporation and the said trade unions, except those employees in the Bargaining **Unit** hereby defined;
- those employees represented **as** bargaining agent by any other trade unions;
- those employees who regularly work less than 24 (twenty-four) hours per week, in non-classified jobs or;
- program staff who regularly work less than twenty-four (**24**) hours per week on non-classified jobs in the Community Services Department and Recreation Program staff employed between April 1 and Thanksgiving who work on non-classified jobs in the Community Services Department.

For the purposes of clarity, it is agreed that the following are also excluded from the Bargaining Unit hereby defined:

- those of the rank of Superintendent or Supervisor, and all those above these **ranks**.
- Security Guards within the meaning of Section 12 of the Labour Relations Act
- Registered Nurse

ARTICLE 2 - UNION SECURITY AND CHECKOFF

2.1 All present employees shall become or remain, **as** the case may be, members of the Union; and all persons who may hereafter become employees covered by this Agreement shall become members after 90 calendar days of employment and shall maintain such membership, all **as** a condition of continuing employment.

2.2 Twice each month, so long **as** this Agreement continues to operate, the Corporation will

deduct from the remuneration of each employee who is covered by this Agreement and to whom any remuneration is due in that month, an amount equal to one-half of his/her regular monthly Union dues or part thereof. The Union shall notify the Director of Human Resources of the Corporation in writing of the amount of such **part** thereof from time to time.

- 2.3 In addition to the dues in Article 2.2, the Corporation shall similarly deduct from the remuneration of each such employee such **sum as** may constitute the total of any monthly assessments adopted by the Union **as** a contribution to the social and general welfare of the Union. The Union shall notify the Director of Human Resources of the Corporation in writing **of** the amount of any such assessments.
- 2.4 All sums deducted pursuant to this Article shall be remitted monthly by the Corporation to the Treasurer of the Union and such remittance shall be made within 14 calendar days following the deduction, together with a list of names of all employees from whose remuneration Union dues and assessments were so deducted. The Corporation shall notify the Union once each month of all terminations of employment and of all newly hired employees.
- 2.5 The Union shall indemnify and save the Corporation harmless from and against all claims and demands brought or made against the Corporation by an employee **as** a result of the deduction and remittance by the Corporation to the Union of dues and assessments pursuant to this Article; provided that this section does not apply to a request by the Union for correction and adjustment of any error in the deduction or remittance of Union dues **or** assessments.
- 2.6 The Corporation will inform each new employee of the provisions of this Article and give each permanent employee and each temporary employee hired for more than 9 weeks a copy of the Collective Agreement. During the first day at work the employees noted above will be introduced by a manager to the Union Steward.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.1 The Union recognizes the rights conferred upon the Corporation by Statute and the rights of the Corporation to hire, promote, demote, transfer, suspend or otherwise discipline and discharge an employee for proper cause; provided that **a** claim of discriminatory promotion or demotion, or **a** claim that an employee has been discharged or disciplined without proper cause, may be the subject of a grievance and dealt with under the provisions of Article 16 of this Agreement.
- 3.2 The Union further recognizes the undisputed right of the Corporation to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the

location of its plants or places of employment, the methods, processes and means of performing the various works are solely and exclusively the right and responsibility of the Corporation. The Corporation also **has** the right, and the Union recognizes it, to make and alter, from time to time the rules and regulations to be observed by the employees, which rules and regulations shall not be contrary to the provisions of **this** Agreement.

- 3.3 The Corporation recognizes the foregoing Articles 3.1 and 3.2 are subject to such provisions, regulations and/or restrictions governing the exercise of these rights **as** are provided in this Agreement and are subject to the right of the Union and/or the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 3.4 Rules and regulations governing the Department shall, from time to time, be consolidated and printed in pamphlet form at the expense of the Employer, and a copy thereof shall be distributed to each employee.

ARTICLE 4 - UNION MANAGEMENT RESPONSIBILITIES

- 4.1 All employees agree to give their best efforts at all times to the performance of their work and will not in any circumstances deliberately delay, shirk, or cause delay to any work through petty grievances but will carry on with their work while any grievance is being investigated. Department Heads will not discriminate against any employee who has requested investigation into an alleged grievance, and all Parties hereto will at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on economically.
- 4.2 The Corporation and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or **marital status**, place of residence, nor by reason of his/her membership or activity in the Union, or for any other reasons.
- 4.3 The Corporation and the Union recognize that this Agreement is subject to all government regulations **as** they apply to employees who have served, are now serving, or may in the future serve in the Armed Forces.

ARTICLE 5 - UNION REPRESENTATION

- 5.1 Subject to Article 5.2 and 5.3(a) and (b), the Corporation will recognize the following Committees of employees for the respective purposes shown:

THE **BARGAINING** COMMITTEE consisting of not more than five (5) employees, for the purpose of negotiating this Agreement and its renewal.

THE JOINT ACTION COMMITTEE shall consist of five (5) Union and five (5) Management representatives. The purpose of this Committee is to improve relations between the Corporation and its employees ~~from~~ the Bargaining Unit by making recommendations which will create a better working environment and improve services and by making recommendations on conditions causing grievances and misunderstandings.

JOINT JOB EVALUATION COMMITTEE consisting of not more than four (4) employees and not more than four (4) representatives of the Corporation to the intent that there shall be equal representation on this Committee.

CLOTHING COMMITTEE consisting of not more than three (3) representatives of the Union and up to three representatives of Management. The Committee will meet as required to assist in determining specifications concerning clothing and safety apparel.

THE GRIEVANCE COMMITTEE consisting of three (3) employees appointed for the purpose of dealing with Employee or Policy or Group Grievances.

THE **WORKERS'** COMPENSATION COMMITTEE consisting of one (1) employee (with (1) alternate) appointed for the purpose of looking into Workers' Compensation claim delays and/or awards on behalf of injured employees in this Bargaining Unit.

THE DRIVERS REVIEW **BOARD** consisting of one (1) employee, together with Corporation representatives, appointed for the purpose of dealing with Driver's Review matters.

DRIVERS APPEAL BOARD consisting of one (1) employee, together with Corporation representation, appointed for the purpose of dealing with appeals from the decisions of the Driver's Review **Board**.

THE JOINT MEDICAL LIAISON COMMITTEE consisting of equal representation between the Union and the Employer Representatives and appointed for the purpose of providing personal counselling, as may be required, relating to health and absenteeism problems.

THE SAFETY COMMITTEES shall be constituted in accordance with the Occupational Health and Safety Act, 1978, or current practice as accepted by the Ministry of Labour.

CONTRACTING OUT COMMITTEE consisting of four (4) members of Union and up to four (4) members of Management for the purpose of exchanging information and views on contracting out.

RETURN TO WORK COMMITTEE consisting of three members of the Union and up to three members from the Corporation for the purpose of returning those employees from the Bargaining Unit with occupational or non-occupational disabilities or diminished capacity to gainful employment, with the main objective to return those employees to their regular predisability work.

- 5.2 The Corporation will not be required to recognize or deal with employees on any of the Committees in Articles 5.1 unless those employees have acquired seniority under Article 6 and the Union **has** notified the Director of Human Resources in writing of the names of such employees and the Committees of which they are members from time to time. The Union will also notify the Director of Human Resources in writing on an annual basis or **as** changes occur, of the names of the Executive and Stewards of the Union.
- 5.3 (a) Duly elected members of the Union Executive, or of any recognized Union Committee, shall be granted time off with pay for meetings with Corporation officials when such meetings are arranged during normal working hours. Affected employee(s) shall be required to promptly notify their immediate Supervisor, or in his/her absence, the Acting Supervisor, of such prearranged meetings before leaving their work.
- (b) Duly elected members of the Union Executive, or of any recognized Union Committee, may be granted time off work during regular working hours for Union Committee meetings related to this Collective Agreement, or for Union business related to activity outside this Collective Agreement but connected with this Union Local. In all such cases, leave shall be without pay, and the permission of the Supervisor, or in his/her absence, the Acting Supervisor, shall be obtained by the employee before leaving his/her work.
- 5.4 A maximum of two (2) full time representatives of the Union may attend meetings of any Committees of employees.
- 5.5 An employee may be a member of more than one of the said Committees.
- 5.6 It **is** the policy of the Parties that all correspondence between them, other than grievances or correspondence arising out of grievances, shall pass to and from the Director of Human Resources and the Secretary of the Union **as** soon **as** reasonably possible.
- 5.7 All agendas of the City Council and the Board of Control are to be sent to the Union at the same time they are sent to the members of the said Council and Board. All minutes, if any, of the meetings thereof are to be similarly sent to **the** Union, provided that the Union shall not be entitled to receive any such agendas or minutes concerning or relating to meetings of the said Council or Board which are held in camera.

RTICLE 6 - SENIORITY

- 6.1 Seniority shall be calculated on the basis of an employee's service with the Corporation, calculated from the date upon which the employee last commenced employment with the Corporation.
- 6.2 **An** employee shall be considered a probationary employee until he/she has completed ninety (90) calendar days of service after which his/her name shall be placed on the Seniority List mentioned in Article 6.3 and his/her seniority shall date back to the date of his/her last hiring. Where multiple hirings occurred on the same date, the individuals will be placed on the seniority list in alphabetical order, using first their surname, and then if necessary, their given name or names, and those first listed will be considered senior to those subsequently listed.

The Corporation will record the accrued service time of temporary employees and consider such accrued service in hiring new permanent full-time employees within the scope of this Collective Agreement.

The termination of employment, lay-off or disciplining of a probationary or temporary employee is not arbitrable.

- 6.3 The Corporation will maintain a seniority list showing each employee's name, payroll number, department, the date upon which seniority commenced and position classification. In January of each year the Corporation will revise the Seniority List and will deliver copies to the Union and post a copy on all bulletin boards. Complaints about the accuracy of a Seniority List will be considered within thirty (30) days of the date of such delivery and if no complaint or grievance is received within that time, the list shall then be deemed to be accurate.
- 6.4 (a) For all promotions to job vacancies within this Bargaining Unit, where the skills and abilities of the employees involved are relatively equal, seniority shall govern in making the appointment.
- (b) The Union shall be advised in writing of any appointments to positions which have been bulletined. Such advice will be given not later than ten days following the appointment.
- 6.5 In determining the length of service for the purposes of seniority, continuity of service shall not be considered interrupted if:
- (a) Absence from the Corporation's service is due to an illness and attested to by a

physician's certificate (up to a maximum of all sick leave credits and fifteen months thereafter).

- (b) Absence from the Corporation's service is due to a leave of absence granted by the Commissioner of Environmental Services and City Engineer and the Director of Human Resources.
- (c) Absence from the Corporation's service is due to service in the Armed Forces.

6.6 All seniority rights of an employee shall cease for any one of the following reasons:

- (a) (s)he resigns,
- (b) (s)he is discharged and not reinstated through the Grievance or Arbitration procedures,
- (c) (s)he fails to return from leave of absence without notifying the Corporation at least 24 hours prior to the date of the expiry of the leave of absence, provided such notification is reasonably possible,
- (d) (s)he is absent from work without permission for five (5) or more than five (5) consecutive working days unless such absence is proven to the satisfaction of the Corporation to have been due to causes beyond the employee's control,
- (e) termination of sick leave and a (15) month period has occurred. Union and Management representatives shall meet (3) months prior to expiration of seniority,
- (f) (s)he is retired pursuant to the terms of this Agreement or retires.

6.7 **An** employee permanently transferred or promoted to a position with the Corporation outside this Bargaining Unit shall retain seniority earned to the time of such transfer or promotion subject to the following limitations:

- (a) While the employee remains in a position outside this Bargaining Unit such retained seniority shall have no application whatsoever.
- (b) If the employee is subsequently returned by the Corporation to the Bargaining Unit, seniority previously earned shall be restored **and** additional seniority shall begin to accrue.
- (c) The vacation entitlement of a returned employee shall be reckoned with reference to the date of last hire (and shall not be based on seniority).

- (d) **An** employee returned by the Corporation to this Bargaining Unit shall be placed in the position classification of labourer and no permanent employee shall be laid off **as** the result of this action.

ARTICLE 7 - JOB EVALUATION FOR THE PURPOSES OF RECLASSIFICATION, REVISION OF POSITION AND NEW POSITIONS

- 7.1 Job Evaluation ratings and consequent wage classifications **as** determined through the comprehensive review shall be maintained in accordance with the provisions of the Job Evaluation Booklet. The Parties agree that the Job Evaluation Booklet forms part of the Collective Agreement between the Parties, notwithstanding the fact that it is published in separate booklet form.
- 7.2 Schedule "A" to this Collective Agreement provides the agreed upon integration of job classifications to wage rates and steps. In addition, a listing will be maintained by the Human Resources Division, identifying the current classification for each job **as** determined by the Joint Job Evaluation Committee. A copy of this listing will be supplied to the Union upon request and, in any event, no less often than annually.
- 7.3 A database of Job Descriptions shall be maintained by the ~~Human~~ Resources Division. Finalized Job Descriptions will be consistent with the job duties, qualifications and other job characteristics **as** rated by the Joint Job Evaluation Committee. Upon request, the Human Resources Division will supply true copies of finalized Job Descriptions to the Union and/or to employees.

ARTICLE 8 - STAFF CHANGES , ADDITIONS AND PROMOTIONS

- 8.1 (a) Whenever a new job is established in accordance with Article 7 or there is a permanent vacancy in any of the jobs covered by this Agreement and the Corporation proposes to fill such vacancy, the following shall apply:

Within **(30)** days the Director of Human Resources will cause a notice of the permanent vacancy to be posted up on all bulletin boards in the Environmental Services Department and Community Services Department for a period of (8) working days. Any employee in that Division **who** has acquired seniority or any temporary employee within the meaning of Article 23 **shall** be entitled to make application for the posted vacancy and a copy **of** each **such** notice will be sent to the Union on or before the date of posting. Vacancies and new positions not filled within ~~thirty~~ **(30)** days shall be reposted.

In this Agreement, the expression "permanent vacancy" means a vacancy caused

by such events **as** promotion, resignation, retirement, or discharge, and does not include a vacancy caused by approved or authorized absence from work of an employee. If a vacancy is filled on an appointed basis for **(4)** months or more, and such vacancy is not caused by approved or authorized absence from work of an employee, or by another employee temporarily assuming other duties, the appointment must be discontinued, or the position is deemed a "permanent vacancy" and must be posted **as** a vacancy, regardless if such posting indicates the vacancy **as** permanent or seasonal.

Opportunities for the positions of Janitor and Labourer will be advertised in notices on bulletin boards and such notices will not constitute a job posting. Provided that if there is a permanent vacancy for a job in any such category, the Corporation will post up an announcement of such vacancy in order to draw the same to the attention of the employees.

The Corporation will post permanent vacancies which it intends to fill and the future date for the filling of these vacancies. The successful applicant will be selected and so advised but any changes in rate of pay will occur when the employee assumes the position posted.

- (b) The notice will contain the nature of the job, a **summary** of the job description, the number of employees required to fill the position, the required knowledge, education, ability, skill and qualifications, and the salary range or rate of pay, and shall state the present shift.

The Corporation will notify the Union if the most senior applicant to a bulletined position vacancy will not be appointed to any such vacancy. The notification will occur prior to the appointment of another employee.

The most senior applicant who possesses the required knowledge, education, ability, skill and qualification shall be given special consideration.

In filling vacancies and new positions, The Corporation shall consider the following factors:

- a) Seniority
- b) Qualifications and ability to perform the work.

When *two* **(2)** or more candidates for the vacancy are relatively equal with regard to the factors in b), seniority shall govern.

- 8.1 (c) The Corporation may establish seasonal bulletins in the following job classifications:

Asphalt Raker
Concrete Finisher
Traffic Maintenance Painter
Tile Setter

If the Corporation proposes to establish seasonal bulletins in any other job classification, or change the number of positions, the agreement of the Union must be obtained before the establishment of such bulletin, or such change in numbers. Such permission will not be unreasonably withheld.

Seasonal bulletins will be posted and filled in the manner set out for permanent vacancies.

Seasonal bulletins are used where vacancies in the pre-noted positions will exist for part but not all of the calendar year, and where those vacancies are likely to re-occur in subsequent years.

Postings will indicate when the duties commence and conclude.

Successful applicants will automatically be re-appointed in subsequent years.

Employees may only hold the following:

- a) one full-time bulletin
- b) one full-time plus one seasonal bulletin
- c) two seasonal bulletins providing they do not overlap
- d) one seasonal bulletin

Employees may hold more than one seasonal bulletin provided the commencement and duration of the individual bulletins were such that the employee would not be required to perform the duties of one position simultaneously with that of another.

At the conclusion of the seasonal bulletin the employees will return to their permanent job classification.

Positions will not be posted if required for less than four (4) months.

- 8.2 (a) **An** employee who wishes to apply for any posted or announced job vacancy, within this Bargaining Unit, shall make application in writing to the Director of Human Resources on forms supplied by the Corporation for the purpose and in accordance with the terms of the notice.
- (b) If there is no applicant or no successful applicant from this Bargaining Unit, the

Corporation will then consider applications from employees in other departments provided they have the skill, ability and qualifications to do the work in question.

In the result, if there is no applicant or no successful applicant from the Bargaining Unit or other departments, the Corporation may then fill the permanent vacancy from outside.

- (c) Whenever any permanent vacancy is filled, a notice containing the name of the employee promoted or the name of the newly hired employee, the position in question and the effective date of the appointment shall be posted on all bulletin boards for not less than **(8)** working days and a copy of such notice shall be forwarded to the Secretary of the Union **as** soon as practicably possible following such appointment. The employee appointed will be paid in the new classification **an** hourly rate next higher to his/her previous rate. **An** employee who **has** performed the duties of the position for at least 520 hours during the preceding twelve **(12)** months will commence the duties of the position at the top rate.
 - (d) The Corporation will post the vacancy caused by placing a successful applicant under the foregoing provisions of this Article, provided that Article **6.4** shall apply to the filling of any such subsequent vacancy.
 - (e) The Corporation's policy regarding equity in employment opportunities and non-preferential treatment of applicants for hiring will include positions within the scope of this Collective Agreement.
- 8.3
- (a) **Any** successful applicant will be placed in the permanent vacancy for a trial period consisting of a minimum of **(2)** weeks and a maximum of **(3)** months. If the employee proves unsatisfactory during the trial period, or is unable to perform the new duties, (s)he will be returned to his/her former job at his/her former rate of pay, **as** will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing and the Corporation in its discretion may appoint subsequent qualified applicants to the original bulletined position within **30** calendar days following the return of the successful applicant to his/her previous position.
 - (b) The status of a temporary employee who is so returned to his/her former job shall not be altered as a result of such placing and return nor shall the employee thereby acquire seniority, notwithstanding any other provisions of this Agreement.
- 8.4
- (a) In addition to the requirements in Article **6.3**, the Corporation shall maintain and keep current a database of job descriptions. The Corporation shall ensure that the Union **has** access to this database in order that it may obtain copies of revised or new job descriptions. Subject to Article 7, the job descriptions mentioned in this

Article do not form part of this Agreement and are intended for the guidance of the Parties.

- (b) Each permanent employee or new permanent employee shall be given a copy of the job description of his/her permanent classifications, and any employee, who is successful on a bulletin shall be given the job description of his/her new positions, Successful applicants will be advised in writing of appointment.

8.5 The Corporation may declare any job or position redundant. Jobs are listed under Schedule "A" to this Agreement; position(s) is (are) the authorized complement of a given job. The Union shall be advised in writing within (10) days of such declaration.

ARTICLE 9 - HOURS OF WORK

- 9.1
- (a) The normal work week, except for shift employees and for Mechanical Division employees, shall consist of five (8) hour days from Monday to Friday inclusive, for a total of (40) hours per week. The normal work day shall not commence before 7:00 a.m. nor finish later than 5:00 p.m. with a twenty minutes (20) paid lunch. Lunch periods may be on a staggered basis **as** arranged by the supervisor. An employee will not be required to work more **than** five (5) continuous hours without a lunch break.
 - (b) Any variations during the term of this Agreement in the normal work week or daily hours of work shall be negotiated by the Parties.
 - (c) In the Mechanical Division, the Corporation may schedule regular shifts of up **to** (10) hours for a maximum of **(4)** of the consecutive (5) days, Monday through Friday, in each week, to a maximum of (40) hours in a calendar week.
 - (d)
 - (i) Overtime rates will not apply to scheduled shifts of up to (10) hours, but will continue to apply to hours in excess of (40) hours per week, and to hours in excess of those scheduled for an employee. Where **an** employee assigned to a **(4)**day work shift works either the Monday or the Friday in a given week on which (s)he would normally be off work, the work performed on such day will be paid at the one and one-half (1 1/2) overtime rate.
 - (ii) A meal allowance will not be applicable **to** shifts of (10) hours or less duration, nor will extra meal time be granted until **(2)** hours after the completion of the scheduled shift.
 - (iii) Whenever a Statutory Holiday falls within a given work week, employees

who normally work a (10) hour day, **(4)** days a week, will work a (3) day work week, with each day being (10) hours long. The employee will receive (10) hours of credit for the Statutory Holiday. The employee will thus be paid for (40) hours of work in any week in which a single Statutory Holiday falls.

- (iv) Vacation periods provided in Article 13 and Vacation days used will be calculated on the basis of (10) hour days, and (40) hour weeks. A week of vacation will be calculated as (40) working hours.
- (v) Hours of accumulated Sick Leave Credit, and hours of withdrawal, will be calculated on the basis of (8) hour days. If an employee is sick and cannot work the scheduled (10) hour shift, (10) hours will be deducted from the employee's Sick **Bank**.
- (vi) Time off with pay allowed for Union business will be calculated on the basis of **(8)** hour days (will equal 800 working hours). If an employee is absent from a scheduled (10) hour shift on Union business, one and one-quarter days will be deducted from the allowable total.
- (vii) Wherever required, implied adjustments to other provisions of this Collective Agreement will be made on the same (8-hour day) basis, to preserve the negotiated intent and application of the Collective Agreement.

9.2 Shift

- (a) The Corporation has the sole right to schedule shifts as required.
- (b) In this Agreement, "Shift" shall mean hours that any individual employee is scheduled to work, with the exception of an employee whose hours of work are within the normal work period and work week **as** defined in Article 9.1
- (c) Shift Premiums and Overtime - Under no circumstances shall **any** employee be entitled to receive both overtime payment and shift premium.

9.3 Shift Employee - is an employee whose normal hours of work are outside the normal working day **as** defined in Article 9.1 and who is entitled to be paid a shift premium **as** provided in Article 9.5.

9.4 Rotating Shift - **An** employee shall be deemed to be employed on a rotating shift when the employee's regular hours of work change from day to day, or week to week, or any combination thereof, in order that service may be provided **up** to (24) hours a day for each day of the year, or part of the year, **as** may be necessary.

- 9.5 (a) When a shift employee is scheduled to work on a shift
- (i) which commences after 3:00 p.m. and ends at or before midnight, he/she shall be paid a shift premium of \$.80 for each hour worked on the **shift**;
 - (ii) which commences at or after midnight and ends at or before 8:00 a.m., he/she shall be paid a shift premium of \$.80 for each hour worked on the shift;
 - (iii) between midnight on Friday and midnight on Sunday, he/she shall be paid an additional shift premium of \$.65 per hour for each hour worked on such shift;
- provided that shift premiums shall be paid up to a maximum of **(8)** hours per shift.

- (b) If hours of work are outside of the 7:00 a.m. to 5:00 p.m. normal hours per day then a shift premium will be paid in accordance with Article 9.5.(a).

9.6 If employees normally working a normal day **as** per 9.1 are required to relieve on a regular scheduled **shift** they shall be paid **as** follows:

- (a) They shall receive sixteen (16) hours off prior to starting the relief shift, or they shall be paid at the applicable overtime rate.
- (b) They shall receive the shift bonus applying to the job in which they are relieving, for all shifts noted in (a).
- (c) They shall receive a minimum of eight **(8)** hours off prior to returning to their normal day work, or receive the applicable overtime rate for the first day.

9.7 When **an** employee is required to replace a shift employee, he/she shall, subject to Article 9.2(c), receive shift premium to the same extent **as** the shift employee he/she replaces.

9.8 Occasional Shifts (not applicable to Winter Operations)

- (a) An occasional shift involves employees normally working a normal work day, but who may be required at various times **to** work out of their normal work hours for reasons of emergency to provide service or to facilitate certain jobs. A shift bonus will be paid in accordance with Article **9.5**.
- (b) Occasional shifts shall not be worked between 0001 hours and 2400 hours Saturday or paid holidays and 0001 hours and 2400 hours on Sunday unless the

applicable overtime rate is paid.

- (c) Occasional shifts for any individual shall not be scheduled for less than three (3) consecutive days excluding Saturday, Sunday and paid holidays, except that an occasional shift started the day before may continue until 0800 hours Saturday or paid holiday. All hours worked beyond 0001 hours Saturday or paid holiday shall be paid at the applicable overtime rate.
- (d) If an individual employee works less than five (5) occasional shifts in any pay period, all hours worked during the normal pay period, excluding paid holidays and overtime hours, shall have the appropriate shift bonus added for the whole pay period.
- (e) An occasional ~~shift~~ worker returning to normal day work ~~as~~ per Article 9.1 shall receive a minimum of eight (8) hours off between the time he/she finishes the occasional ~~shift~~ and returns to the normal work day.
- (f) All ~~shift~~ worker's schedules other than relief work and occasional shift work shall provide for a minimum of sixteen (16) hours off between the worker's scheduled ~~shifts~~, and therefore, any time worked between the scheduled shifts must be considered overtime. ~~This~~ in no way limits the performance of overtime work.

ARTICLE 10 - OVERTIME AND SURPLUS TIME BANK

- 10.1 (a) No employee shall be called to work more than (40) hours in any one week, or more than the daily hours identified Articles 9.1 (a) and (b) except as it may affect the proper functioning of the Department in an emergency, or to provide adequate service. Determination of a state of emergency and the provisions of adequate service shall be at the discretion of the Commissioner of Environmental Services and City Engineer or Designate.
- (b) Any scheduled overtime opportunities will be provided on ~~an~~ equitable basis by rotation by seniority among available and qualified employees within bulletin classifications, work crews or work areas.

The completion of regular work shall not be part of such overtime opportunities. Equity will be based on hours for which the opportunity to work was offered and declined ~~as~~ well ~~as~~ hours worked.

Any demonstrated inequity brought to the attention of management will be remedied. The remedy will be equivalent to the overtime not offered on an hour for hour basis at the same premium rate of the actual occurrence.

Scheduled overtime for the purposes of this clause is planned overtime to which an employee has been assigned at least 8 hours in advance of the overtime to be worked.

Scheduled overtime does not include completion of emergency works by standby crews identified in Article 11.3 which are delayed for operational reasons.

10.2 OVERTIME COMPENSATION - Where an employee is required to work any time outside his/her normal work day or ~~shift~~ hours or outside forty(40) hours in any one week, he/she shall be compensated for all such time actually worked **as** follows:

- (a) Time and one-half the employee's regular rate of pay for each hour or portion thereof that overtime is worked on Monday to Friday inclusive except where such work is performed by a regular ~~shift~~ work employee on his/her normal days off (Days of Rest) occurring on Monday to Friday inclusive, in which instances two times the regular rate of pay shall apply.
- (b) Two times the employee's regular rate of pay for each hour or portion thereof that overtime is worked on Saturday or Sunday or on any of the holidays in Article 12.1, and 12.2 in addition to pay for the holiday in accordance with Article 12.
- (c) Notwithstanding the foregoing provisions of this Article, payment to an employee for overtime shall be deferred. All overtime hours so deferred shall be credited to the employee at the applicable overtime rate, aforesaid under a system known **as** Surplus Time Bank.
- (d) The purpose of the Surplus Time Bank is to permit limited leave of absence with pay when requested by an employee or limited lay-offs with pay **as** may be reasonable or necessary for the efficient operation of the Works Division. Surplus time off shall be taken upon mutual agreement between the employee concerned and his/her immediate supervisor. In administering the Surplus Time Bank,
 - (i) Each hour of overtime worked shall be deemed to be equal to 1 ½ hours or 2 hours, **as** the case may be, of an employee's regularly scheduled time and all such overtime hours shall be converted to straight time hours accordingly, and
 - (ii) When an employee is entitled to premium pay for regularly scheduled work on a holiday pursuant to Article 12.4, such premium pay will be converted into regularly scheduled hours.
- (e) The overtime, if any, standing to the credit of an employee will be paid as soon **as** reasonably possible upon the request of the employee.

Normally no more than forty (40) hours of surplus time will be permitted to remain in the bank of any individual employee past the last pay period of the calendar year. Extenuating circumstances which result in the accumulation of additional hours past the forty (40) hour threshold at year end will be considered a reasonable exception.

(f) When payment for Surplus Time is made to **an** employee the amount per hour for such time shall be calculated upon the basis of the employee's average straight time hourly rate during the period such surplus time was accumulated.

10.3 Notice of required overtime shall be given in advance whenever possible. In the interest of public safety, it is the policy of the Parties that no employee shall work more than ten (10) consecutive hours while driving vehicles.

10.4 **An** employee working overtime shall be allowed and required to take at least eight (8) hours time off between shifts except in cases of emergency.

10.5 **An** employee who is required to work overtime shall, whenever practicable, be allowed one-half hour (to be paid for at his/her regular straight time hourly rate) at the end of his/her regular shift for meal time. This half hour may be staggered to provide continuous operation when necessary.

10.6 Where any employee covered by this Agreement is required to work ten (10) consecutive hours or more, he/she shall be entitled to a meal allowance of \$10.00.

10.7 - *TRANSFERRED P.U.C. EMPLOYEES*

Meal Allowance

The Corporation shall not require the employees to carry or provide more than one (1) meal on **a** day work is performed.

When employees are required to work overtime continuous ~~with~~ and in excess of their normal hours for more than one (1) hour they shall be supplied ~~with~~ a suitable meal during this period by management, and every four (4) hours thereafter.

Overtime

Except **as** otherwise provided for in Article 27, time worked in excess of the normal work day **as** defined in article 9.1 shall be paid at the rate **of** double time.

ARTICLE 11 - EMERGENCY MEASURES AND CALL-IN

11.1 Any employee called in to work in **an** emergency must be paid for not less than (3) hours for such work at the applicable overtime rate. Call out time shall be calculated to allow the employee (s) a maximum of ½ hour travel to and ½ hour return inclusive of the minimum three (3) hours.

A meal allowance of \$10.00 will be paid if the call out time exceeds four (4) hours. (Not applicable to transferred P.U.C. employees.)

11.2 Standby crews shall be made up at the discretion of the Commissioner of Environmental Services and City Engineer or his/her nominee on a rotating basis of employees in the work area or work group concerned. Each employee who is on standby crew shall be available to work upon being called by telephone.

11.3 Each employee who **is** on standby shall be paid, while on standby, at his/her regular rate of pay for the following hours:

2 hours for each Saturday and Sunday

4 hours for each of the holidays in Article 12

1 hour for each evening other than a Saturday, a Sunday or a holiday evening

ARTICLE 12 - PAID HOLIDAYS

12.1 (a) All employees within the scope of this Agreement who are not required to work on the following holidays shall be paid, subject to Article 12.3, at the regular rate of pay for each of the following holidays:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
*Lieu Day	

and any other day declared by a competent authority to be a holiday within the meaning of the Bills of Exchange Act. **An** employee in receipt of wage replacement benefits, not including Workers' Compensation Benefits, will receive the difference between the wage replacement benefit received and 100% of regular pay for paid holidays falling within the disability period. Such amounts to be payable upon return to work.

(b) "With pay" shall mean the regular rate of pay or if acting, "with pay" will be the acting rate of pay if acting the day before and the day after the Statutory Holiday.

(c) Employees who do not observe the following holidays - Good Friday, Easter Monday, Thanksgiving Day, the Christmas half holiday set out in Article 12.2 of this agreement, Christmas Day and Boxing Day - and require absence from work for the purpose of religious observance may substitute a day off with pay at their regular rate of pay for each of the foregoing holidays. The day substituted for the foregoing holidays must be identified by The Province of Ontario's "Schedule of Religious Holidays Requiring Absence From Work for Observance" or supported by a letter from a responsible representative of the faith. In addition, and without limiting the generality of the foregoing, for aboriginal employees, the Winter Solstice (December **21st**) and the National Day of Solidarity for Native Peoples (June **21st**) are deemed to be religious holidays requiring absence from work. **An** employee wishing to take advantage of this program must declare in writing to the Director of **Human** Resources by **January** 15th each year the days he/she wishes to take off with pay and which of the foregoing holidays he/she intends to work in substitute. **An** employee making use of this provision shall not be required to work on any of his or her declared holidays unless there is an emergency or the employee consents, upon request. In the event of work on the declared holidays the employee shall be entitled to holiday pay **as** set out in Article 12.4. The work done on the Christian holiday by those taking advantage of this program shall be paid at the regular rate.

12.2 In addition to the foregoing, the one-half working day preceding Christmas Day and the one-half working day preceding New Year's Day shall constitute an additional paid half holiday, provided, however, the Christmas half holiday and the New Year's half holiday will be observed on the working day preceding the respective holiday except when Christmas Day and New Year's Day fall on a Saturday, Sunday or Monday, in which case the half holiday will be observed on the preceding Friday afternoon. **An** employee will receive pay of two times regular hourly rate for all hours worked in excess of **4** hours on these two one-half working days.

12.3 Whenever any of the above holidays, except an employee's Lieu Day, falls on a Saturday or Sunday, and are not proclaimed **as** being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

12.4 When a paid holiday falls on a scheduled work day of **an** employee on a shift, **as** defined in Article 9.2(b), and said employee actually works such shift, he/she shall be paid overtime at the rate of double his/her regular hourly rate, and, in addition, he/she may elect to be paid **(8)** hours pay at his/her regular hourly rate in lieu of said paid holiday, or have an alternative day off in conjunction with his/her annual vacation in lieu of said holiday, or on **a** day mutually agreed upon between the employee and the department supervisor concerned.

Where holidays may be observed on days other than the calendar day on which they occur, shift workers (**as** defined in Article 9.2(b)) will receive any premium pay entitlement for the work performed on the calendar day, but not for any work performed on the day of observation.

A **shift** worker shall be considered to have worked the holiday if the majority of the hours of his/her regularly scheduled shift are worked on the holiday.

When a paid holiday falls on a day off of an employee on a **shift, as** defined in Article 9.2(b), he/she shall be paid **(8)** hours at his/her regular hourly rate and shall receive an alternative day off, without pay. **This** day to be mutually agreed upon between the employee and the department supervisor concerned. A shift premium is not payable in either case.

- 12.5 On the giving of a minimum of **(5)** working days notice, or at a mutually agreeable time, the Lieu Day mentioned in Article 12.1 must be afforded to **an** employee by the employee's department supervisor within the current calendar year.

ARTICLE 13 - VACATIONS

- 13.1 **An** employee who **has** less than 1 year's seniority and who leaves the employ of the Corporation shall be entitled to 1 day's vacation with pay for each completed month of service up to a maximum of 10 days.

- 13.2 An employee on his/her anniversary date of seniority with,

- (a) More than one (1) year but less than three **(3)** years of seniority shall be entitled to a vacation of two (2) weeks with pay for the previous 12 months of service;
- (b) Three (3) years **or** more than three **(3)** years, but less than nine (9) years of seniority, shall be entitled to a vacation of three (3) weeks with pay for the previous 12 months of service;
- (c) Nine (9) years or more than (9) years but less than sixteen (16) years of seniority shall be entitled to a vacation of four **(4)** weeks with pay for the previous 12 months of service;
- (d) Sixteen **(16)** years or more than sixteen years but less than twenty-five (25) years of seniority shall be entitled to a vacation of five **(5)** weeks with pay for the previous 12 months of service;
- (e) Twenty-five (25) or more years of seniority shall be entitled to a vacation of **six**

- (6) weeks with pay for the previous 12 months of service.
- (f) Vacation entitlement earned will be afforded to employees in the pay period in which the employee's anniversary date of seniority occurs.
- 13.3 **An** employee's vacation shall be taken in the twelve (12) month period following his/her anniversary date of seniority and shall not be carried forward to the next following twelve (12) months except with the consent of his/her Department Head, which consent shall not be unreasonably withheld, provided that in no case shall more than 50% of **an** employee's vacation entitlement be carried forward. **An** employee absent due to disabling injury or illness and unable to observe vacation may request vacation credits paid at anytime beyond 10 months of having been earned.
- 13.4 If any of the holidays in Article 12 fall within an employee's vacation, the employee will be paid for the holiday rather than a vacation day for the day on which the holiday falls,
- 13.5 No employee shall be permitted to forego his/her vacation period so that he/she may be paid in lieu of time off for vacation.
- 13.6 (a) **An** employee's vacation shall be made available to him/her at any time throughout the calendar year, subject to the provisions of the other paragraphs in this Article.
- (b) When an employee is entitled to three (3) or more than three (3) weeks vacation, the question of whether he/she shall be entitled to consecutive weeks of vacation or two shorter vacation periods in one year shall be determined by mutual agreement between the employee and his/her Department Head; provided that such employee shall not be required to take any vacation period of less than five (5) consecutive working days. Vacation requests for three (3) consecutive weeks of vacation observance from September 15 of one year and June 15 of the succeeding year will receive priority consideration.
- 13.7 On or before the 15th day of April in each year, the Corporation will circulate lists so that each employee may write in his/her choice of vacation dates. When preparing the annual vacation schedule, the Corporation shall, subject to its right to maintain a qualified working force, give the choice of vacation dates to employees with the greatest seniority provided they give notice **of** such choice not later than the 1st day of May. The vacation schedule shall be completed on or before the 15th day of May in each year and when completed, copies shall be posted on the bulletin boards in the Departments concerned.
- 13.8 In order to receive a pay advance for vacation, an employee shall make a request in writing to his/her Department Head not less than three (3) weeks in advance of the date his/her vacation is to commence. Such an advance shall cover only the pay period or pay periods falling within the employee's vacation.

13.9 In the event of the death of an employee, his/her heirs or his/her estate shall be entitled to receive such vacation pay **as** may stand to his/her credit.

13.10 Each person who has been employed by the Corporation on a temporary basis shall be paid vacation pay in accordance with the Employment Standards Act, as amended from time to time.

13.11 The vacation pay which is due to an employee under this Agreement or under the Employment Standards Act, 1980, **as** the case may be, shall not include overtime but shall include shift premiums (where the employee is regularly scheduled to work a shift within the meaning of Article **9.2**) and vacation pay shall otherwise be calculated **as** follows:

- in the case of an hourly paid employee, upon the basis of his/her regularly scheduled work week and his/her regular hourly rate of pay.
- in the case of an employee who has acted in another position other than his/her regular position in the previous calendar year, the vacation pay will be adjusted in the first pay period ending in March of the next payroll year. Such adjustment to be calculated **as** the difference between the vacation pay at the acting rate of pay and the vacation pay at the regular rate of pay for the hours worked at the acting rate in that previous calendar year.

13.12 - *TRANSFERRED P.U.C. EMPLOYEES*

The efficient operation of the Corporations plant and business shall be considered first in arranging vacations. Vacations with pay shall be granted to employees **as** follows.

- (a) Temporary and probationary employees shall receive vacations with pay in accordance with the "Employment Standards Act."
- (b) Permanent Employees receive three (3) weeks' vacation after one (1) year continuous service prior to the first day of July each year. Four (**4**) weeks' vacation after ten (10) years continuous service prior to the first day of July each year.

Three (3) weeks' plus one (1) day after six (**6**) years'.

Three (3) weeks' plus two (**2**) days after seven (**7**) years'.

Three (3) weeks' plus three (3) days after eight (**8**) years'.

Three (**3**) weeks' plus four (**4**) days after nine (**9**) years'.

Four (**4**) weeks' vacation after ten (10) years' continuous service prior to the first day of July each year.

Four (**4**) weeks' plus one (1) day after thirteen (13) years'.

Four (4) weeks' plus two (2) days after fourteen (14) years'.
Four (4) weeks' plus three (3) days after fifteen (15) years'.
Four (4) weeks' plus four (4) days after sixteen (16) years'.
Five (5) weeks' vacation after seventeen (17) years' continuous service prior to the first day of July each year.
Five (5) weeks' plus one (1) day after twenty-two (22) years'.
Five (5) weeks' plus two (2) days after twenty-three (23) years'.
Five (5) weeks' plus three (3) days after twenty-four (24) years'.
Five (5) weeks' plus four (4) days after twenty-five (25) years'.
Six (6) weeks' vacation after twenty-six (26) years' of continuous service prior to the first day of July each year.

- (c) Corporation shall provide permanent employees with two (2) weeks' vacation during July and August subject to Article 13.12 (e) and the Article preamble.
- (d) **An** employee shall not be granted more than two (2) weeks' vacation during the period from June 15th to September 15th inclusive except with the permission of the management. The total vacation entitlement may be taken at one time during the period from September 16th to June 14th providing suitable arrangements can be made with the employee's immediate supervisor. Vacations shall be taken to coincide with the normal pay week, except that an employee with three (3) weeks or more of vacation entitlement may take two (2) weeks of entitlement in parts but not less than a period of one (1) day, and that an employee with five (5) weeks or more of vacation entitlement may take three (3) weeks of entitlement in parts but not less than a period of one (1) day.
- (e) At least one-half (½) of the vacation or a minimum of two (2) weeks of vacation, if so entitled, shall be arranged between the employees and the immediate supervisor concerned on or before April 1st each year. The balance of vacation entitlement shall be taken or arranged prior to September 1st each year. Vacations not arranged prior to September 15th shall be taken when so indicated by the immediate supervisor. Changes in vacation requests may be made by making a written request to the immediate supervisor at least fourteen (14) days prior to vacation.
- (f) Notwithstanding the schedule ~~as~~ contained in Article 13 above, vacation periods may be reduced in proportion to time lost. There shall be no loss of time off while in receipt of sickness or compensation benefits.
- (g) Notwithstanding the provisions of the Collective Agreement, employees who have been provided greater vacation entitlement than the normal schedule will continue to receive the greater entitlement.

ARTICLE 14 - HOSPITAL, MEDICAL, SICK LEAVE, PENSIONS, GROUP INSURANCE, DENTAL PLAN, VISION CARE

- 14.1 (a) The Corporation will contribute 100% of the premiums payable for the welfare plans as set out in clause (b) of this Article.
- (b) The following are the welfare plans mentioned in clause (a) of this Article:
- The Ontario Health Insurance Plan
The Liberty Health Supplementary to the Ontario Hospital Insurance Plan, with no deductible
Liberty Health Extended Health Care Benefits Plan with a deductible of \$25.00 single and \$50.00 family with no deductible on drugs, Deluxe Travel Plan or vision care.
Deluxe Travel Plan
- (c) The Corporation will pay 80% of the premiums for the Liberty Health Dental Plan (Type 9) at current Ontario Dental Association Fee Schedule Benefits and it shall be required of all employees covered by this Agreement to pay the balance of said premiums. The Corporation will pay 80% of the premiums for orthodontic rider #3, with a lifetime maximum benefit of \$1500.00, on a 50/50 co-insurance basis and with no deductible. All employees covered by this Agreement shall pay the balance of said premiums.
- (d) The Corporation shall provide and administer a Vision care plan providing a benefit of one hundred twenty dollars (\$120.00) with no deductible in (36) months with a (12) month prescription change rider plus loss or breakage replacement up to the maximum dollar amount. Employees shall pay 50% of the premium cost of such plan; the 5/12th portion of employment insurance premium reduction rebate for employees (respecting wage loss programs) shall be paid to the employer and shall be deemed to cover the cost of this benefit, whether same is actually more or less than the rebate.
- (e) Enrolment in the benefit plans outlined in (b), (c) and (d) will be the first of the month following month of hire unless date of hire is prior to the 15th of the month in which case coverage will include the month of hire.
- (f) Employees retiring with twenty (20) or more years of service and enrolled in the following insurance plans prior to retirement:
- (i) Ontario Health Insurance Plan,
 - (ii) Extended Health Care including vision care of \$120.00 in thirty-six

- months and the deluxe travel plan,
- (iii) Dental Plan #9 or equivalent,

may elect to continue such insurance coverage from date of retirement to age 65. The Corporation will pay the premiums for the insurance plans from retirement to age 65.

Appendix "B" attached to this agreement outlines additional provisions for these retirement group insurances.

14.2 Employees in the Bargaining Unit, not including transferred P.U.C. employees, shall be entitled to the sick leave and retirement gratuity benefits **as** per the following:

- (a) (i) Each permanent employee, with a seniority date prior to February 1, 1985, shall be eligible to a credit of **(12)** days sick leave yearly, accumulated on a weekly basis by hours. Such credits shall be cumulative.
- (ii) Each permanent employee with a seniority date on or after February 1, 1985, shall earn (1) day **(8 hours)** of sick leave credit for each complete month during which they worked all scheduled hours. Vacation, statutory holidays, bereavement leave, surplus time leave, or absence for which an employee receives Workers' Compensation temporary disability benefits, lay-off of (5) days or less, or authorized union business are considered hours worked. Such earned credits shall be cumulative.

An absence (or absences) for any other reason shall mean the employee does not earn sick leave credits for that month, provided the cumulative total of such absences **was** (1) day **(8 hours)** or more.

- (b) Each employee, after acquiring seniority with the Corporation shall be eligible to receive sick leave, at full salary or wage rate, for any time lost by illness to the full extent of Sick Leave Credits available to him/her at the time of such absence.
- (c) Except **as** otherwise herein provided, the number of days an employee is absent on account of illness shall be deducted from his/her cumulative Sick Leave Credits.
- (d) **An** employee who is absent because of sickness for (10) days or more shall, on request, provide the Head of his/her Department with a certificate from a qualified physician certifying **as** to his/her inability to return to work and on similar request, shall **do** so at the conclusion of each **(30)** day period.

- (e) Where an employee (not including employees who transferred from the P.U.C.) is absent as a result of an accident while at work, or illness inherent to occupation, and, as a result, is receiving Workers' Compensation, **as** awarded by the Workers' Compensation Board, he/she shall receive the difference between his/her regular pay and the Board's award, such difference not to be deducted from his/her sick leave credits. If such an employee is not eligible for Workers' Compensation, he/she shall receive sick leave pay according to this by-law and the time off shall be deducted from his/her Sick Leave Credits.

The Parties will work together towards an active Workers' Compensation rehabilitation program.

- (f) Reemployed personnel of the Armed Forces shall receive the same Sick Leave Credit for the time spent in the Forces **as** they would have received had they remained with the Corporation.
- (g) Sick Leave Credits earned by service in any Department shall be credited to the employee concerned and sick leave pay to which the employee is entitled shall be authorised by the Department in which the employee is employed at the time of illness.
- (h) Every employee with a seniority date prior to February 1, 1985, and who is, at the time of his/her retirement, actively engaged at his/her duties or absent on duly authorised leave, shall be entitled to receive a sick leave gratuity on one, but not both, of the following bases:
 - (i) On the date of his/her retirement, he/she may be granted a sick leave gratuity in cash equal to his/her salary, wages or other remuneration for one-half the number of days standing to his/her credit and in any event not in excess **of** the amount of one half year's earnings at the rate received by him/her immediately prior to termination of employment; or
 - (ii) With the consent **of** his/her Department Head, in lieu of the sick leave gratuity which would otherwise be paid in cash in accordance with the foregoing, such employee may be granted retirement leave with full pay for **a** period equal to one-half **the** number of days standing to his/her credit and in any event, not in excess of a period of **(6)** months. Such leave shall be completed **as** of the date of normal retirement.

Employees ~~with~~ a seniority date on or after February 1, 1985, are not entitled to such benefit.

- (i) Any employee with a seniority date prior to February 1, 1985, and who on termination of his/her employment with the Corporation has at least (7) years of service; or the Estate of such employee who dies while in the employ of the City, having at least (7) years service, shall be entitled to receive pay for the period equal to one-half the number of days standing to his/her credit and, in any event not in excess of the amount of one-half year's earnings at the rate received by him/her immediately prior to termination of employment .

Employees with a seniority date on or after February 1, 1985, are not entitled to such benefit.

- (j)
 - (i) Whenever an employee, formerly employed by another Municipality or local Board which had established a Sick Leave Credit Plan under this or any other general or special Act, leaves the employ of that municipality or local Board, and immediately transfers to the employ of the City of London, without interruption of employment by another employer, the Director of **Human** Resources shall take such action **as** may be necessary to place such sick leave credits to the new employee's credit in the records of the City of London. The manner of earning Sick Leave Credits, and the eligibility to a retirement gratuity or leave, or pay upon death or termination of employment, shall be governed by the employee's seniority date, **as** previously set out.
 - (ii) **If** an employee's absence due to such sickness extends beyond *a* pay period, his/her pay shall, to the extent of his/her accumulated sick leave credits, be continued during such absence provided the employee gives or causes the giving of prompt notice of his/her sickness.
 - (iii) An employee who gives notice of absence due to sickness may be required to produce evidence of sickness reasonably satisfactory to the Director of Human Resources. In the event the Corporation requests an employee who is absent on sick leave to submit a medical examination by a physician appointed by the Corporation, the Corporation shall be entitled to a copy of the physician's report.
 - (iv) Employees eligible for income indemnity or long term disability insurance do not earn sick leave credits for any time they were so eligible, unless the employee returns to active employment, at which time he/she would receive those credits which he/she would have otherwise earned.

14.3 The Corporation and the Union agree to the Ontario Municipal Employees' Retirement System and the Canada Pension Plan **as** established.

- (a) The current basic OMERS pension provides a retirement benefit previously provided through Supplementary Plans.

14.4 **An** employee shall be subject to retirement upon attaining his/her 65th birthday; provided that **a** retired employee, may upon mutual agreement of the Parties, be rehired as a temporary employee but shall not thereby acquire or reacquire seniority under Article 6.1.

14.5 The Corporation shall provide a Group Life, an Income Indemnity, and, a Long Term Disability Insurance Plan. Participation in the said Insurance Plans shall be mandatory and shall be **a** condition of employment.

- (a) The Group Life Insurance Plan under which the life of each employee who is covered by this Agreement will be insured to the minimum amount of \$65,000.00.

The Corporation shall pay 100% of the premium cost of the first \$30,000, of Life Insurance coverage and 80% of the premium cost of all coverage in excess of \$30,000 with the employee paying the remaining 20% of premium cost.

The disability waiver of premium benefit will be provided to age 65, and the Corporation will pay 100% of costs.

- (b) All permanent, non-probationary employees will be covered by a Short-term Disability (S.T.D.) Insurance Plan. The Plan will provide for a benefit payable to an employee who is sick and thereby unable to work in the amount of 65% of the employee's normal weekly base pay (40 times normal hourly rate) to a maximum benefit of \$800.00 per week.

The Plan will provide benefits only following the exhaustion of an employee's accumulated sick leave credits or five (5) working days, whichever is later.

The Plan will provide for a maximum of twenty-six (26) consecutive weeks of benefit for any individual claim.

The Corporation shall pay the premium cost of the Plan.

- (c) All permanent, non-probationary employees will be covered by a Long-term Disability (LTD) Insurance Plan. The Plan will provide for a benefit payable to **an** employee who is sick and thereby unable to work in the amount of 65% of the employee's normal monthly base pay. The L.T.D. benefits are payable only after **an** employee has exhausted the aforementioned accumulated sick leave credits and the S.T.D. benefits.

The Plan provides a maximum monthly benefit of 70% of normal monthly base pay or \$2,800.00 for new claims established after January 1, 1992.

The Plan provides for benefits until recovery from disability, death or the attainment of age 65 years.

The Corporation shall pay the premium cost of the Plan.

Further information regarding the Long-term Disability Plan is set out in Appendix 'A'.

- (d) An employee in receipt of wage replacement benefits, not including Workers' Compensation Benefits, will receive the difference between the wage replacement benefit received and 100% of regular pay for paid holidays specified in Article 12 falling within the disability period. The aforementioned amounts will be paid to the employee upon return to work.

14.6 All of the insurance mentioned in this Article shall be as more particularly described and set forth in the respective policy or policies of insurance. The Union shall receive true copies of the above mentioned policies in January of each year.

14.7 The Corporation and the Union will cooperate in promoting a program of preventive measures in order to reduce the incidence of illness among the employees.

14.8 Every employee shall be fully responsible for keeping the City informed of changes in marital status or number of dependants. An employee who is entitled to reduced hospitalization or medical benefit premium because of a change in his/her dependency status, and who fails to notify the City of such change, shall be responsible for the extra premium expense paid by the City on his/her behalf because of such failure to notify and this extra cost shall be deducted from the employee's wages.

Every employee shall immediately notify his/her supervisor in the event of incurring an injury on the job.

14.9 SICK AND ACCIDENT PLAN - *TRANSFERRED P.U.C. EMPLOYEES*

- (a) Sickness and non-occupational accident benefits shall be paid to permanent employees, after completing three (3) months continuous services. Any probationary period may be extended by the amount of sick time benefit paid under this Article. No benefits under this Article shall be payable if the employee is disabled as a result of sickness or accident for which the employee is entitled to receive benefits under The Workers' Compensation Act.

- (b) To qualify for sick and non-occupational accident benefits, eligible employees shall notify their immediate supervisor giving a reason for their absence that is satisfactory. Employees shall call their immediate supervisor or, if their immediate supervisor is not available, their respective offices as follows:

Parks Employees - A.J.Tyler Operations Centre - Dispatch office

Recreation Employees - A.J.Tyler Operations Centre - Dispatch office

not later than fifteen(15) minutes after their scheduled starting time on the first day they are off work. If it is physically impossible for the employee to give notification within the prescribed time, he or shall make such notification as soon as possible.

- (c) For periods of absence of five (5) working days or less, the employee shall provide a doctor's certificate upon return to work if requested to do so by his or her immediate supervisor during his or her absence. For all absences under this Article an "absentee slip" shall be completed by the employee.

For periods of absence of more than five (5) working days, the employee shall provide a doctor's certificate within the first fourteen (14) days of absence, and subsequently as the management may require. **All** such certificates shall be signed by a physician legally licensed to practice medicine and personally attending the employee for whom the certificate is submitted.

- (d) Eligible employees shall receive benefits under this Article for a period of not more than seventeen (17) weeks at full regular pay for any one disability.

If after the termination of any disability under this Article, such employee again becomes disabled due to the same or related causes, such later disability shall be treated as a continuation of the previous disability, unless such employee has completely recovered from the previous disability and was continuously and actively at work on full time and for a full pay period of at least thirty (30) days after termination of the previous disability.

- (e) When an employee has had four (4) incidents of sick leave in a calendar year, payment for subsequent incidents of sick leave for the balance of the year shall commence on the second consecutive working day of such leave. an incident is defined as any period of four (4) hours or more for employees in the forty (4) hour schedule and three and one-half (3 ½) hours or more for employees in the thirty-six and one-quarter (36 1/4) hour schedule.

(f) **WORKER'S COMPENSATION - TRANSFERRED P.U.C. EMPLOYEES**

Permanent employees off because of accidents occurring during working hours shall receive 90% of their regular pay from the Corporation from the first day off for a minimum period of 90 calendar days provided the employee receives medical attention and is authorized to be medically absent from employment. Any Workers' Compensation payments received for this period shall be paid over to the Corporation by the employee.

At the end of ninety (90) calendar days, the employee shall be paid by the Workers' Compensation Board and Corporation payment shall cease.

14.10 MEDICAL OR DENTAL APPOINTMENTS - TRANSFERRED P.U.C. EMPLOYEES

Permanent employee shall be allowed time off not to exceed four (4) hours per year for medical or dental appointments. This time may be taken as four (4) one (1) hour, two two (2) hour or one (1) four (4) hour appointment(s). Time off shall be arranged with the immediate supervisor concerned prior to the appointment. Employees shall endeavour to arrange these appointments in the first or last hour(s) of the shift.

Notwithstanding the foregoing paragraph, an employee may be granted leave of absence without pay providing suitable arrangements can be made with his or her immediate supervisor.

14.11 MEDICAL PLANS - TRANSFERRED P.U.C. EMPLOYEES

- (a) The Corporation shall pay 100% of the cost of:
- Ontario Health Insurance Plan.
 - Green Shield Supplementary Plan or equivalent for semi-private care
 - Green Shield Extended Health Care Plan R-4 - \$10/\$20 deductible
 - Green Shield Drug Plan 7 - Co-Pay: Nil
 - Green Shield Deluxe Travel Plan QJ (formerly Medex)
 - Green Shield #9 Dental Plan or equivalent with current O.D.A. rates. Rider to include caps and crowns with annual maximum of \$1000.00 with 50/50 co-payment. To include orthodontic services with lifetime maximum of \$1000.00 with 50/50 co-payment.
 - Vision Care Plan providing for \$200.00 effective each two (2) year period.
 - Long Term Disability Plan, three (3) year own occupation for permanent employees.
- (b) For employees retiring at fifty-five (55) years or over **up** to age sixty-five (65), the Corporation shall pay 100% of the cost of:

Vision Care Plan providing for \$200.00 for each two (2) year period
Green Shield Supplementary Plan or equivalent for semi-private care
Green Shield Extended Health Care Plan R-4 - \$10/\$20 deductible
Green Shield Drug Plan 7 - CO-Pay: Nil
Green Shield Deluxe Travel Plan QJ (formerly Medex)
Green Shield #9 Dental Plan or equivalent with current O.D.A. rates. Rider to include caps and crowns with annual maximum of \$1000.00 with 50/50 co-payment. Rider to include orthodontic services with lifetime maximum of \$1000.00 with 50/50 co-payment.

This payment of benefits shall cease at age sixty-five (65).

- (c) (i) The following shall apply only when the employee is in receipt of L.T.D.I. benefits or Workers' Compensation benefits.
- (ii) The Corporation shall apply for a disability waiver of premium for Life Insurance and O.M.E.R.S. pension in Article 14.13.
- (iii) The Corporation shall continue the payment of medical premiums in Article 14.12 for twelve (12) months after expiration of the Commission sick leave plan.

After twelve (12) months, further payments shall be prorated according to length of service as determined by the posted seniority list as follows:

Less than five (5) years service - no further payment.

For each year of service over five (5) - six (6) months payment.

In no case shall payment be continued past age sixty-five (65).

- (iv) During this twelve (12) month period the employee may be released and this period may be extended by a period of not more than six (6) months on receipt of extenuating medical certification.
- (v) When the employee is no longer eligible for Corporation payment of premiums, he or she may remain in the Corporation group and make across-the-counter payments to continue these benefits.
- (vi) If payment of medical premiums can be secured from other sources, such as spouse's employment or premium assistance, the Corporation is not obligated for these payments.

- (d) (i) All of the insurance mentioned in this Article and in Article 14.13 shall be more particularly described in the respective policy or policies of insurance. Any dispute over payment of benefits under any such policy or policies shall be adjusted between the insured or the beneficiary under such policy and the insurer concerned, but the management shall use its best efforts to adjust and settle any such dispute.
- (ii) Every employee shall be fully responsible for keeping the Human Resources Department informed of changes in marital status or number of dependants. An employee who is entitled to a reduced hospitalization or medical benefit premium due to a change in dependency status, and who fails to notify the Human Resources Department of such change, shall be responsible for the extra premium expense paid by the Commission on his or her behalf.

14.12 PENSION **AND** INSURANCE PLANS FOR *TRANSFERRED P.U.C. EMPLOYEES*

- (a) **An** employee shall retire on the last day of the month of which his or her 65th birthday occurs. However any person past the age of 65 may be hired as a temporary employee.
- (b) The Corporation and the employees shall participate in the Ontario Municipal Employees Retirement System and Canada Pension Plan as established.
- (c) The corporation and the employees shall participate in the O.M.E.R.S. Type III Supplementary Pension Plan to provide for payment of a total pension commencing on retirement on or after his or her normal retirement date, or within 10 years before his or her normal retirement date if the employee has completed 30 years of service with the Corporation.

The Corporation shall pay the total cost of past service and the employee shall pay the total cost of future service.

The O.M.E.R.S. Type III supplementary benefit covers all employees who began prior to January 1, 1983.

- (d) **An** employee wishing to retire under the provisions of the O.M.E.R.S. Type III Supplementary Pension Plan shall endeavour to give their immediate supervisor six (6) months notice for orderly planning to take place.
- (e) The Corporation shall provide a life insurance plan equivalent to the Group Life Insurance Plan as at December 31, 1992.

14.13 EMPLOYMENT INSURANCE PREMIUM - *TRANSFERRED P.U.C. EMPLOYEES*

- (a) The Corporation shall pay the employee's share as well as the employer's share of the cost of Employment Insurance Premiums for employees having completed six (6) months continuous service.
- (b) It is agreed that the terms of this Agreement satisfy all legislative requirements related to the Employment Insurance Premium Reduction.

ARTICLE 15 - REMUNERATION

15.1 The Corporation agrees to provide all permanent employees with a seniority date prior to February 1, 1985 and who are available for work, the opportunity of working a minimum of 2080 hours a year inclusive of annual paid vacation, paid holidays, authorized or unauthorized leave of absence, and sick leave subject to the provisions of this Agreement respecting hours of work, overtime and Surplus Time Bank. Such employees shall be paid weekly regardless of the number of hours worked in that week, at the appropriate rate for the job classifications occupied from time to time according to Schedules "A" of this Agreement, subject, however, to the provisions of this Agreement.

Employees with a seniority date on or after February 1, 1985 are not provided such opportunity, and are subject to lay off.

15.2 In the event an employee reports for work and is sent home before he/she has completed half of his/her shift, he/she shall be paid a minimum of (4) hours at his/her regular hourly rate of pay.

15.3 **An** employee required to perform the duties of a higher rated position and/or classification shall be paid at the top rate for the position or classification so occupied.

Members of the Bargaining Unit acting as Supervisors shall receive the rate of pay applicable to the position temporarily occupied and shall continue to remain entitled to the terms of the Collective Agreement provided that employees so appointed shall not be authorized to administer any disciplinary action to Bargaining Unit employees while temporarily occupying such positions. Employees temporarily assigned as Acting Supervisors will be paid 90% of the job rate. No employee will be appointed an Acting Supervisor for longer than five consecutive months at a time.

15.4 Where an appointment to operate equipment for a period of (2) working days (which may include overtime) or less is to be made, such appointment shall be made on the basis of the consideration relevant to promotions, provided that the Corporation shall have the right to

right to restrict eligibility for such appointment to those employees who in the opinion of the Corporation are actually available to receive such appointment without disruption to the Corporation's activities. The Parties acknowledge that during a trial period successful candidates for positions in accordance with Article 8 will not be considered for appointment opportunities.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.1 (a) It is the mutual desire of the Corporation and the Union that all complaints and grievances shall be adjusted **as** quickly **as** possible. If a complaint arises during normal working hours, the Chief Steward, or a member of the Grievance Committee, or a Steward, shall be granted reasonable time off from his/her duties, with pay, if such time off is required during normal working hours, to discharge the duties of his/her office to investigate the complaint with the employee and/or Supervisor concerned.
- (b) All meetings at which grievances are processed shall be held in camera.
- (c) Employees in this Bargaining Unit are required to comply with the grievance and arbitration procedures in matters deemed to be any violation(s) of the terms of the agreement and shall not seek grievance resolution by appeal to the Council of the municipality or any member of the Council.
- (d) A Grievance under this Agreement shall be defined **as** any difference or dispute between the Corporation and any employee or the Union relating to the interpretation, application or administration of this Agreement, including any question **as** to whether a matter is arbitrable and an allegation that this Agreement has been violated.
- (e) The time limits fixed in this Article and in Article 17 may be extended by consent of both Parties to **this** Agreement.
- (f) A full time representative of the Union may attend meetings held at Step 2 or at Step 3 of the Grievance Procedure.
- 16.2 In the event of a grievance by **an** employee, he/she shall take the matter up within and not after **(5)** working days after the employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the grievance. A policy grievance or group grievance shall be taken up within and not after **(15)** working days after the date of the incident giving rise to the grievance, or the aggrieved **Party** ought reasonably to have become aware of such incident or circumstances.

16.3 The following is the procedure which shall be adhered to in processing Grievances, save as otherwise provided in this Article and in Article 18.

Step No. 1

The employee shall discuss the matter with his/her immediate Supervisor and the respective Manager or his/her nominee, and an attempt shall be made to adjust the employee's complaint. The immediate superior, the employee and a Steward shall be present during the discussion.

Step No. 2

If a settlement satisfactory to the employee is not reached within (3) working days of the date the matter was taken up with the employee's immediate superior or his/her nominee at Step 1, the Steward, or the Chief Steward, may, within and not after (7) working days of that date, formally submit a Grievance to the employee's Department Head, or his/her nominee. A Grievance submitted at Step 2 shall be in writing, shall contain a concise statement of facts complained of, and the redress sought, and shall be signed by the employee and the Steward. The Department Head shall give his/her decision or answer in writing within (5) working days of the date upon which the Grievance was taken up with him/her.

Step No. 3

If the Grievance is not settled at Step 2, the Steward or the Chief Steward may, within and not after (5) working days of the date of receiving the decision of the Department Head or his/her nominee, (or, if no decision is received from that Official, then within (5) working days after such decision ought to have been given), take the Grievance up with the Director of Human Resources. If the Grievance is not settled within (10) working days after the date it was taken up with the Director of Human Resources or his/her nominee, then the Union may, within and not after (20) working days after the date upon which the Grievance was taken up with the Director of Human Resources, refer the Grievance to Arbitration under Article 17.

- 16.4 (a) A Grievance filed by a group of employees and a policy grievance of the Union shall be taken up at Step 2 of the Grievance Procedure.
- (b) A policy grievance of the Corporation shall be in writing and may be initiated by the Director of Human Resources delivering the grievance to the President of the Union or in his/her absence to the presiding officer of the Union. If any such grievance is not settled within (15) working days of the date of such delivery, the Corporation may refer the grievance to arbitration under Article 17.

ARTICLE 17 - ARBITRATION

17.1 Where a difference arises between the Parties relating to the interpretation, application or administration of **this** Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to Arbitration and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected shall proceed to appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a chairman within (15) days, the appointment shall be made by the Ontario Labour Management Arbitration Commission upon the request of either Party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the chairman governs. The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the Parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board and will share equally the fees and disbursements of the chairman.

ARTICLE 18 - DISCHARGE AND DISCIPLINE CASES

- 18.1 In the event an employee, who has attained seniority, is discharged or disciplined and the employee considers that an injustice has been done, the matter may be taken up at Step 2 of the Grievance Procedure. In such cases, Manager or his/her nominee, shall ensure that a Steward is requested to be present at the time the employee is advised of the discipline or discharge.
- 18.2 (a) In the event an employee is disciplined or discharged, the Union shall be notified promptly of such action.
- (b) If an employee is suspended without pay pending investigation, a decision will be made by Management within three (3) days to confirm or cancel the suspension or to adjust the length of suspension, except that in extenuating circumstances when a decision cannot be reached within three (3) days, Management and the Union will meet to determine whether or not the employee shall be returned to work during a period of further investigation.

- (c) If the suspension is cancelled, the employee shall receive pay for all normal time lost. If the suspension is found to be valid, the date of suspension shall be retroactive to the first day of suspension.
- 18.3 Where an employee's grievance against his/her discharge or discipline duly comes before an Arbitration Board the Board may make a ruling,
- (i) confirming the Corporation's action, or
 - (ii) reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of his/her case), or
 - (iii) disposing the grievance in any other manner which may be just and equitable.

ARTICLE 19 - PROTECTION OF EMPLOYEE'S POSITION AND DISABILITY TRANSFERS

19.1 The Corporation agrees that where a change in organization within the Environmental Services Department or Community Services Department deprives an employee of employment, such employee, if permanent and qualified will be given preference in transferring to such civic works as may be available.

19.2 An employee will be expected to be physically able to perform any work required in his/her department which is usually performed by an employee in the same position classification. Any employee who is unable to perform any such work must be rated separately and his/her case specially considered, having regard to the nature of any work which he/she may be able to do.

19.3 a) Any employee who becomes unable to perform his/her usual work to advantage, owing to age or other good causes that medical examination may show, shall be given preference to such light work as is available and which he/she may be qualified to do.

b) *TRANSFERRED P.U.C. EMPLOYEES*

When an employee, due to medical reasons, is placed in a position carrying a lower rate, his or her existing rate shall be red-circled for a period of one (1) year from date of transfer. At the completion of this first year in the lower paid classification, his or her hourly rate shall be reduced by 3% and by a further 3% at subsequent six (6) month intervals. This retrogressions shall proceed until the reduced wage rate and the wage rate of his or her new classification are the same. Upon reaching the rate of the lower paid classification, the employee concerned shall be granted negotiated increases for that classification.

If a lower rated position is not available, and an employee, due to medical reasons, is placed in a position carrying a higher rate of pay, the terms of Article 15.3 shall apply.

19.4 **An** employee to whom Article 19.2 and 19.3 applies shall be subject to **an** examination by the Corporation's medical examiner or by another physician selected by the Corporation. The employee and the Corporation shall be entitled to a copy of the report of such examination. If the employee is not satisfied with his/her rating following such examination, he/she will have the right to be examined by his/her own physician. If the report of the employee's physician is contrary to the first report, he/she will be examined by a third physician satisfactory to both Parties. The third physician will be requested to complete a standard medical examination form but will not be informed of the reason for the examination. The results of such examination shall not be disclosed to the Corporation without the consent of the employee who may wish to use the same in support of a claim for special consideration.

- 19.5 a) The Corporation will not contract out any work which will result in any employee in the Bargaining Unit being laid off work.
- b) *TRANSFERRED P. U.C. EMPLOYEES*

The Corporation agrees it shall not put out for tender or contract any position now filled by a member of the Local who was a member of Local 4, CUPE, so as to have the effect of causing any permanent employee in the Bargaining Unit to be laid off or reduce his/her present rate of remuneration.

ARTICLE 20 - CLOTHING ALLOWANCE (Not Applicable to Transferred P.U.C. Employees)

20.1 The Corporation agrees to provide at its own expense, to employees designated by the Commissioner of Environmental Services and City Engineer, the following clothing and equipment:

- (a) working uniforms
- (b) wet weather gear
- (c) safety shoes
- (d) safety glasses

The wearing of such clothing and equipment by members of the Bargaining Unit while on duty is a condition of employment.

20.2 The Commissioner of Environmental Services and City Engineer and the Union Clothing

Committee will meet at least annually to determine the nature and specification of such clothing and equipment.

20.3 Summer clothing will be issued on or before the first day of May and winter clothing on or before the first day of October.

20.4 Particulars of the clothing and equipment mentioned in this Article and the frequency of issue shall be as set out in Schedule "B".

20.5 SAFETY FOOTWEAR & TOOL ALLOWANCE

(a) To those permanent employees in classifications designated by management to supply their own tools as a condition of employment for the adequate performance of their position, management shall pay an allowance as follows:

Position	Year	Amount
Motor Vehicle Mechanic	1997	\$255
	1998	\$260
	1999	\$265
Maintenance Mechanic	1997	\$255
	1998	\$260
	1999	\$265
Water Supply Operator Journeyman General Carpenter Journeyman Electrician Master Plumber Steam and Gas Fitter General Concrete Worker HVAC Mechanic Steam Fitter	1997	\$100
	1998	\$100
	1999	\$105

(b) the wearing of approved safety footwear by members of the Bargaining Unit while on duty is a condition of employment.

(c) *TRANSFERRED P.U.C. EMPLOYEES*

The Corporation shall pay \$110.00 per year to permanent employees in classifications designated by management to purchase approved safety footwear. Employees designated as Leading Tree Trimmer and Tree Trimmer will receive \$130.00, to purchase approved safety footwear.

ARTICLE 21 - LEAVE OF ABSENCE FOR UNION BUSINESS

21.1 Leave of absence with pay and without loss of seniority shall be granted to not more than (4) employees who are elected or appointed to represent the Union at a conference, convention, or on other bona fide Union activities arising directly out of the

administration of this Collective Agreement. The combined total of all such leave with pay for employees shall not exceed 800 hours in a calendar year. "With pay" shall mean the regular rate of pay or if acting, "with pay" will be the acting rate of pay if acting the day before and the day after the Union leave.

- 21.2 **An** employee who is elected to a fulltime position with the Union shall be granted leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority, for a maximum period of **(2)** terms in office, which terms shall not exceed **(4)** consecutive years. **An** employee who is selected or appointed to a fulltime position with the Union shall be granted up to **(12)** months' leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority. While on such leave of absence, the employee may make across the counter payments to continue his/her medical, hospital, pension and other benefits under this Agreement. The aforementioned payments are capped at 35% of base pay. Upon the expiration of either of such types of leave of absence, the employee shall resume his/her duties with the Corporation, or shall be considered to have tendered his/her resignation from the employ of the Corporation if he/she fails to return at that time.

ARTICLE 22 - LEAVE OF ABSENCE AND BEREAVEMENT LEAVE

- 22.1 Where an employee with the Corporation, is absent by reason of a summons to serve **as** a juror, or of a subpoena **as** a witness, he/she may at hisher option:
- (i) take leave of absence without pay and retain both the fee and the expense allowance paid by the Court; or
 - (ii) charge the absence against vacation credits and retain both the fee and expense allowance paid by the Court; or
 - (iii) treat the absence **as** a leave with pay (but with no charge against any of hisher credits) but surrender the fee and expense allowance to the Commissioner of Finance and Administration and City Treasurer when received.

Notwithstanding the above, an employee who is subpoenaed as a witness at a grievance arbitration arising from the administration of this Collective Agreement shall receive his/her normal base pay for the day of the hearing and shall not be required to attend at work on hisher normal shift for that day.

- 22.2 A Department Head may grant leave **of** absence without pay in case of personal emergency.
- 22.3 Two members of the Union shall be given time off, with pay, to attend funerals of City employees.
- 22.4 In the case of a death in the immediate family of an employee, namely, spouse, child,

mother, father, sister, brother, step-child, step-mother, step-father or legal ward or guardian, an employee shall be permitted to be absent for (3) working days with pay; in the case of death of mother-in-law, father-in-law, grandmother, grandfather, grandchild, step-brother, step-sister to an employee shall be permitted to be absent (2) working days with pay, including the day of the funeral; for a relationship beyond that, such ~~as~~ uncles, aunts, cousins, nephews, nieces, sister-in-law and brother-in-law, an employee shall be permitted to be absent from work (1) day with pay for the purpose of attending the funeral and/or the memorial service of such relative. In the event of a bereavement of one of the relatives named above, the Director of Operations may increase the paid leave for **up** to two days for an employee to attend a funeral or memorial service beyond the Province of Ontario or in Ontario if additional travel time **is** deemed necessary and reasonable.

- 22.5 "With pay" shall mean the regular rate of pay or if acting, "with pay" will be the acting rate of pay if acting the day before and the day after the bereavement leave.
- 22.6 The Corporation will provide pregnancy and parental leaves in accordance with The Employment Standards Act, Province of Ontario, except that the leave of absence upon request shall be extended for maternity leave for a period not exceeding six (6) months.

TRANSFERRED P.U.C. EMPLOYEES

In addition to the requirement of the Employment Standards Act, an additional leave of absence to a maximum of six months duration immediately following the pregnancy and parental leave will be granted upon request.

During pregnancy and parental leaves the employees seniority and vacation credits shall continue to accumulate. The Corporation shall continue medical plan coverage ~~as~~ per article 14. The employee will notify the employer, in writing, if he or she does not wish to continue contributions to O.M.E.R.S.

During the pregnancy **and** parental leaves the employee will not be eligible for Bulletined Positions, Sick and Accident Plan, and Workers Compensation Benefits.

ARTICLE 23 - TEMPORARY EMPLOYEES

- 23.1 (a) The Corporation may hire personnel on a temporary basis for not more than (26) consecutive weeks for special projects, or to cover leave of absence, or during periods of heavy work load, or in the case of illness of an employee in the Bargaining Unit, or for vacation relief, or, in the cases of emergency. The temporary period of employment aforementioned shall not be considered interrupted by lay-off of less than (1) working day.

- (b) The engagement of temporary employees may be extended by agreement of the Parties.
- (c) No temporary employee will be employed from November 15 of a year to April 1 of the following year, unless no permanent employee had the necessary qualifications, skills, or abilities to perform the work in question, or, no permanent employee would perform the work in question, or in cases of emergency conditions caused by environmental conditions.
- (d) The rate of pay for a temporary employee shall be the starting rate according to said Schedule "A". A temporary employee shall not be covered by any of the other terms and conditions of this Agreement, save for Article 2, Article 12, Article 13, Article 21.1 and Article 22. The "Lieu Day" set out in Article 11.1 of this agreement shall not be applicable to a temporary employee unless he/she is in the employ of the Corporation prior to, and following, November 11 in each year.

23.2 Notwithstanding the provisions of Article 6, a temporary employee (including a temporary employee whose engagement is extended pursuant to Article 23.1(b)) shall not become a permanent probationary employee nor be covered by any of the terms and conditions of this Agreement save as expressly set out in this Article; provided that if any such employee is, during his/her engagement as a temporary employee, either hired by the Corporation on a permanent basis or is the successful applicant for any posted vacancy under Article 8, he/she shall be credited with seniority dating back to the date of his/her last hiring.

23.3 It is the intention of the Parties that no employee who has acquired seniority under this Agreement and who is shown on a seniority list will be laid off work by reason of hiring of temporary employees under this Article, provided the permanent employee has the necessary qualifications to perform the work that would be performed by the temporary employee.

ARTICLE 24 - NO STRIKES OR LOCKOUTS

24.1 So long as this Agreement continues to operate, there will be no strikes or lockouts as those terms are defined in the Labour Relations Act.

ARTICLE 25 - GENERAL

25.1 Either Party to this Agreement may, within the period of (90) days before the Agreement ceases to operate, give notice in writing to the other Party of its desire to bargain with a

view to the renewal, with or without modification, of this Agreement. Within **(15)** working days of receipt of such notice, or within such further period as the Parties agree upon, they shall bargain in good faith and make every reasonable effort to arrive at a Collective Agreement. The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. Accordingly, true copies of this Agreement (together with all schedules and appendices) shall be printed in a Union shop and bear the appropriate Union labels. One-half of the cost of such printing shall be paid by the Corporation and one-half shall be paid by the Union.

ARTICLE 26 - RIGHTS AND PRIVILEGES

- 26.1 All the rights, benefits and privileges which the employees now enjoy, receive or possess shall, to the extent that the same do not conflict with this Agreement, continue to be enjoyed, possessed and held by the employees.
- 26.2 Any rights of the Union which are not specifically mentioned in this Agreement shall, to the extent that the same do not conflict with this Agreement, continue in full force and effect for the duration of this Agreement.

ARTICLE 27 - TRAINING

The Corporation agrees to provide, within departmental budget restrictions, as determined by the Corporation, opportunities for on the job training, in any or all classifications.

Employees designated **as** trainers for posted training opportunities shall receive the next higher job rate of pay for such training hours.

A notice will be posted by the Corporation when a particular course of training is contemplated, inviting all interested employees to apply for the opportunity for such training. Such bulletins shall be posted for a period of **(8)** working days.

Applications for such consideration will be made by the employee to the Commissioner of Environmental Services and City Engineer during this period of time.

The same factors **as** described in Article 6.4 of this Agreement shall be considered in all matters of choosing applicants for such training opportunities.

It is understood that all training opportunities may be provided, at the discretion of the Commissioner of Environmental Services and City Engineer, and that initiative from the employee is expected to be demonstrated by being available for such training

opportunities on his/her own time and at no expense to the employer, **as** required.

- 27.6 Where an employee requests a training opportunity, and successfully completes such training, the employee is required to accept appointments to the position or for the equipment or vehicle, for which he/she has been trained.
- 27.7 The Corporation shall reimburse an employee 100% of the tuition cost of a course of instruction taken by such employee to better **qualify** him/herself to perform his/her job and such courses must be approved in writing by the employee's Department Head prior to commencement. Payment shall be made upon the employee providing proof of successful completion of the course and original receipt of tuition expenditure.
- 27.8 The Corporation recognizes the need for maintenance of employee qualifications, and may provide the opportunity for an employee to attend training courses. **An** employee on a training course shall be paid his or her normal rate, for a normal day only. No compensation shall be given for travelling time, outside of normal working hours in order to attend training courses.
- 27.9 When **an** employee is required by the Corporation to undertake any course of instruction, or **to** attend any conference or seminar, outside the City of London, reimbursement for approved transportation and travelling expenses shall be paid by the Corporation.

ARTICLE 28 - LAY-OFF AND RECALL

- 28.1 Where a permanent employee is to be laid off or recalled, such lay-off and/or recall shall be in accordance with the following procedure.
- 28.2 (a) Written notice of the lay-off shall be provided **to** the employee(s) affected at least **(5)** working days in advance of the scheduled start of the lay-off. Such notice will be considered to have been delivered to the employee on the day it is delivered to him/her personally, or **(2)** calendar days after it is mailed (by registered mail) to his/her address on record.
- (b) Employees who receive such notice of lay-off may displace less senior employees within the Bargaining Unit.
- (c) In every case where an employee assumes a position, either by displacing another employee, or upon recall, the employee assuming the position must have the necessary qualifications, skills and abilities to effectively perform the duties of the position assumed.

In every case where an employee has displaced some other employee in a given

job, the least senior employee in that job shall be the employee in that job considered to be displaced.

- (d) Employees with notice of lay-off may displace less senior employees first, within their job and Bargaining Unit or if they have the least seniority in that job or Bargaining Unit then within any job within their Bargaining Unit, then they are least senior in their Bargaining Unit or do not have the necessary qualifications, skills or abilities to efficiently perform any other work in their Bargaining Unit, then any job in the Bargaining Unit which is being performed by a less senior employee.

In every case where an employee has displaced some other employee in a given job, the least senior employee in that job shall be the employee in that job considered to be displaced.

- (e) Employees on lay-off will not be paid wages for the time the employees are on lay-off. All other benefits will continue until the last day of the second calendar month following the month in which the lay-off actually occurred. Such benefits will include both group insurance benefits, and those benefits operated by seniority, including Statutory Holiday benefits and vacation entitlement.

If the lay-off extends beyond the last day of the second calendar month following the month in which the lay-off actually occurred, no benefits shall accumulate beyond that date, except as specifically noted. **An** employee's seniority shall be considered interrupted **as** of the specified date, and no benefit which operates by the employee accumulated seniority or which operates by the employee being regularly at **work**, shall accumulate. Where benefits are provided by the payment of a premium, those benefits may be continued provided the employee gives notice to the Human Resources Division of the employer, that he/she wishes to continue participation in the benefit plan, and pays the entire cost of the premium directly to the Human Resources Division. Such premium payment must be made not later than the 25th day of the month prior to the month in which the premium is due.

The employee may continue such payment, and participation in such group plans, for not more than (12) months.

If the employee fails to give notice that he/she wishes to participate in the programs, or if he/she does not provide the premium cost **as** set out in this Article, his/her benefits and coverage shall be automatically terminated, and he/she will not be eligible for further coverage, until and unless he/she returns to employment.

Notwithstanding the provisions of Schedule "B" of this Agreement, employees on lay-off are not entitled to a clothing issue until such time as they are recalled to

duty. Under no circumstances will an employee be entitled to more than one clothing issue in a calendar year.

In the year following a year in which an employee was laid off, his/her vacation shall be prorated based on the time he/she actually worked.

- (f) Employees shall be recalled to duty in order of seniority. Notice of recall will be given by registered mail to the employee's address on record with the Human Resources Division. It is the employee's responsibility to ensure such address on record is current.

An employee will be deemed to have voluntarily terminated all employment if he fails to make him/herself available for work within ten (10) calendar days following the mailing of his/her notice of recall.

New employees shall not be hired until those laid off have been given an opportunity of recall.

An employee shall not be terminated if he/she can satisfy the employer that he/she could not return to work because of situations beyond his/her control.

- (g) Employees assuming positions, either by displacing other employees, or upon recall, receive the wage rate for the position assumed.
- (h) The President, the First Vice President, the Second Vice President, the Secretary, and the Treasurer of the Union shall, for the purposes of the lay-off and Recall Article only, be considered to have greater seniority than any other employee in the Bargaining Unit, and assuming they have the necessary qualifications, skills and abilities to perform the work available, they shall be the last persons laid off, and the first persons recalled. If it should be necessary to lay off among these positions, the President shall be assumed to have the greatest seniority, and the other officers shall have declining seniority in accordance with the order in which they are herein named.
- (i) Grievances concerning the Lay-off and Recall procedure shall be submitted immediately upon the Union becoming aware of any such grievance. The grievance shall be submitted, in writing, at Step 3 of the grievance procedure. In such circumstances, the Director of Human Resources may have such other Corporation representatives present **as** are required to address the grievance.
- (j) Copies of any notices given under this Article shall be given to the Secretary of the Union at the same time it is distributed to the employee concerned.

28.3 All employees with a seniority date prior to February 1, 1985, shall not be subject to lay-off.

[Handwritten mark]

ARTICLE 29 - TERM OF AGREEMENT

29.1 This Agreement shall be for a term commencing on the 1st day of January, 1994, and ending on the 31st day of December, 1997, and thereafter in each succeeding year, subject to changes and amendments agreed to by both Parties in writing.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the 12th day of June 1997.

FOR THE CORPORATION:

FOR THE UNION:

MAYOR *[Signature]*

CITY CLERK *[Signature]* *[Signature]*

LEGAL DEPT. C. OF L.	<i>[Handwritten initials]</i>
DATE	<i>June 20, 1997</i>

APPENDIX 'A'
LONG TERM DISABILITY DETAILS

ELIGIBILITY - All full time active employees. New employees upon completion of probationary period.

COMPULSORY BENEFIT - Yes.

WAITING PERIOD - Minimum of 196 calendar days but not before exhaustion of sick leave **and** weekly indemnity benefits.

BENEFIT LEVEL - 70% of salary at the time of disability. Salary hourly rate x normal annual hours.

MAXIMUM BENEFIT - \$2,800 per month.

BENEFIT DURATION - The earlier of recovery, age 65 or death.

OFFSETS - Employee Canada Pension Benefit (not dependent) and Workers' Compensation if 65% benefit level. If 85% all income sources participated in by the employer and employee, eg. OMERS disability, Canada Pension disability benefit and Workers' Compensation benefits if applicable.

PE-EXISTING CONDITIONS - **This** clause is waived.

OWN OCCUPATION - 2 years own occupation. Beyond that, any occupation. Also provides for a two year rehabilitation period **with** a 50% benefit level.

NERVOUS & MENTAL RESTRICTIONS - Must be under the care of a psychiatrist if not, benefit could be reduced to a 50% Level.

WAIVER OF PREMIUM - No premium **is** payable if eligible for benefit.

UNDERWRITING METHOD - Fully pooled **as** opposed to experience rating.

PREMIUM SHARING - 100% paid by the employer .

IMPLEMENTATION DATE - Revised January 1, 1992

APPENDIX "B"

RETIREES BENEFITS

A retiree is defined **as** either an employee who is retiring and who is eligible to receive a nonactuarially reduced **OMERS** pension or an employee who has at least twenty years of service and who is eligible to receive an actuarially reduced **OMERS** pension. In either case, eligible to receive the pension means the pension will commence to be paid to the retiree effective the first day of the month following the month in which the employee retires.

The carrier of the retirees group will be established in conjunction with the Corporation employee group carrier.

The specific criteria for eligibility are:

- the retiree may elect single or dependent coverage **as** applicable.
- eligibility to participate in the Plan ceases at age 65 for any person insured.
- retiree to pay 75% of the premiums effective April 1, 1989 and 50% of the premiums July 1, 1990. Effective with retirements after December 1, 1992, the Corporation will pay 100% of premium costs for eligible retirees including those retirees who retired prior to December 1, 1992.
- a spouse of a deceased retiree may continue participation until the earlier of the:
 - (i) date the retiree would have attained age 65 years, or;
 - (ii) the date the surviving spouse remarries, or;
 - (iii) the date the survivor attains the age of 65.
- The retiree must enrol in the Plan at the time of retiring and must continue uninterrupted participation in order to be eligible to participate in the Plan.
- The retiree must be domiciled in Ontario.
- The retiree will waive any right to claim against the Corporation and the Carrier in the event his coverage lapses by reason of any act or omission on the retiree's part in fulfilling any of the terms and conditions of the plan.

SCHEDULE "A"
WAGE RATES - JANUARY 1, 1994 TO DECEMBER 31, 1997

<u>Level</u>	<u>Start Rate</u>	<u>Six Month Rate/Job Rate</u>
3	\$12.47	\$13.85
Parks and Recreation Maintenance Helper Traffic Sign Maintenance Helper Janitor - Parks and Recreation Labourer		
4	\$12.84	\$14.27
Sewer Cleaner Communications Operator Weigh Scale Clerk		
5	\$13.48	\$14.98
Traffic Maintenance Painter Garage Servicer/Truck Washer Maintenance & Operations Worker Garbage Collector		
6	\$14.15	\$15.72
Arena & Operations Worker Water/Sewer Utility Worker Traffic Sign Maintenance Person Worker-Landfill/Tipping Face PCP Operations Helper Assistant Greenskeeper Seasonal Tile Setter		
7	\$14.85	\$16.50
Water Servicer		

Water Meter Repairer
 Sewer Cleaning Machine Operator
 PCP Maintenance Helper
 Seasonal Asphalt Raker
 Sign Painter
 Maintenance Painter
 Equipment Lubricator
 Seasonal Concrete Finisher
 Rear Loading Packer Operator
 Fork Lift Packer Operator

8 \$15.58 \$17.31

E1 Tractor/Trailer
 Extended Arm Mower
 Equipment Operator 2
 Welder/Fabricator
 Sign Writer
 Steam Fitter
 Gardener
 Side Loading Packer Operator

Level Start Rate Six Month Rate/Job Rate 12 Month Rate/Job Rate

9 \$16.35 \$17.35 \$18.17

Leading Landscaper
 Facility & Equipment Operator
 Leading Maintenance Painter
 Leading Parks & Recreation Worker

10 \$17.16 \$18.21 \$19.07

Water Utility II
 Hoist Truck Operator
~~Masonry~~ Tradesperson
 Tree Trimmer
 Journeyman General Carpenter
 Leading Water Meter Repairer
 Equipment Operator 1

11 \$18.01 \$19.11 \$20.01

THIS IS SCHEDULE "B" TO THE WITHIN COLLECTIVE AGREEMENT

B.1 The following are particulars of the clothing, equipment and frequency of issue mentioned in Article 20.

ITEM	FREQUENCY OF ISSUE
One pair summer safety shoes	Once a year
One pair winter safety shoes	Once a year
Rubber boots	At discretion of City Engineer
One fluorescent summer cap	At discretion of City Engineer
One fluorescent winter cap (with ear lugs)	At discretion of City Engineer
Three summer shirts	Once a year
Three summer trousers	Once a year
Two coveralls	Once a year
Wet weather gear	At discretion of City Engineer
Safety glasses	At discretion of City Engineer
Gloves	At discretion of City Engineer
Hard Hats	At discretion of City Engineer
Safety goggles	At discretion of City Engineer
Flagman's vests	At discretion of City Engineer
Clothing rented by the Corporation including trousers, shirts and coveralls	At discretion of City Engineer

The following is to be issued to employees, at the discretion of the Commissioner of Environmental Services and City Engineer, with the cost to be shared on the basis of 50% being paid by the Corporation and 50% being paid by the employee receiving the items: Parka & Lined Coveralls

- B.2** It is the intention of the Parties that the designation and discretion mentioned in Article 20.1 and paragraph B.1 will be made and exercised, respectively, in accordance with the Corporation's policies during the term of the Collective Agreement which expired on December 31, 1970.

SCHEDULE "C"
APPRENTICESHIP AND LEARNERS PROGRAM
LOCAL 107, C.U.P.E.

The following are the terms and conditions which apply to the establishment of an Apprenticeship Program in the Outside Works Division of the Environmental Services Department of the City of London. Such Program is permitted in accordance with the "Apprenticeship and Tradesman's Qualifications Act" R.S.0.1980, **as** amended.

1. The Parties agree that the City, subject only to the Act, retains the sole and unrestricted right to determine when, and if, an Apprenticeship Program will be established for any given certified trade; and further to determine if such Program, once established, will be maintained, and further the number of Apprentices, if any, to be employed in the Apprenticeship Program.
2. Apprentices shall become, or remain, **as** the case may be, members of the Union, in the manner provided in the Collective Agreement.
3. (a) Wage levels for Apprentices shall be established **as** follows:
 - (i) For the first period of apprenticeship, 50% of the one year rate of the certified trade, **as** set out in the Collective Agreement;
 - (ii) For the second period, 60%;
 - (iii) For the third period, **70%**;
 - (iv) For the fourth period, **80%**;
 - (v) For the fifth period, 90%;
- (b) Where the Ministry determines, **as** provided in the Act, that an individual is eligible to commence an Apprenticeship Program in a period other than the first period, his/her wages shall be adjusted accordingly.
- (c) Regardless of the number of periods required for the certification in a given trade, where a person is not eligible under (b) to start at any level other than the first, they shall start at the first level. The individual will then progress from period to period in accordance with the regulations.
- (d) Where a person who is within the Bargaining Unit, and who has acquired seniority with the Corporation, enrolls in **an** Apprenticeship Program established

in accordance with this letter, their wages will be established, on their commencement of the Program in accordance with (a), (b) and (c), but in no case shall **an** employee with seniority receive less than the one year rate for Wage Schedule Category, W1.

- (e) Where the Act or the Regulations for a given trade require a higher level of wages than those provided in this Schedule, the Act will prevail.

When an apprentice is attending the required educational course for his/her specific trade, the City will provide the difference, if any between his/her existing and current salary level and any money, wages or **salary** paid **him/her** for his/her attendance at such courses.

Learners Program

The schedule for learners in the classifications of Gardener, ZooKeeper, Head Grounds Keeper, Greenhouse Grower, Sign Writer, and Tree Trimmer.

First year	70% of top bracket in level
Second year	80%
Third year	90%
Fourth year	95%

Progression at twelve (12) month intervals shall occur on recommendation of the department manager (or designate).

On completion of fourth year, the employee shall receive the maximum rate for the applicable position level. Education credits shall be given to learners commensurate with their schooling, training and /or job experience. Such credits shall be decided by Management.

- 4. Apprentices will be provided with all the benefits, (**as** defined in the Collective Agreement between the City and the Union), provided other employees except **as** amended or restricted by the Act or this Schedule.
- 5. Employees in the Bargaining Unit known **as** the Outside Works Unit, **as** defined in the Collective Agreement between the City and the Union, will receive first opportunity to apply for any given Apprenticeship Program.

Application will be by the existing bulletin process.

Applicants must first meet the requirements of the Act.

Applicants will then be considered in accordance ~~with~~ the terms of the Agreement.

Failing any appointment from within the Bargaining Unit, the Corporation is free to make such appointment as they see fit.

6. Seniority

If a person who has not acquired seniority in the Outside Works Bargaining Unit enrolls in an Apprenticeship Program, and then has his/her contract of apprenticeship terminated, he shall not be considered to have acquired seniority.

If a person who has acquired seniority with the City, and who is a member of the Bargaining Unit, enters an Apprenticeship Program, and then has his/her contract of apprenticeship terminated, his/her seniority shall be considered unbroken. Similarly, he/she shall upon completion of the program be considered to have unbroken service for seniority purposes. If a person who has seniority with the City but who is not a member of the Bargaining Unit known as the Outside Works Unit, enrolls in the Apprenticeship Program, he/she shall, upon successful completion of the Program, be credited with seniority in the Bargaining Unit from date of enrollment in the Apprenticeship Program.

If a person has seniority within the Bargaining Unit and is unable to complete the apprenticeship, for whatever reason save termination of the Program for cause, the employee shall be placed in a nonbulletined position.

Any person who successfully completes an Apprenticeship Program will be, if the Corporation does not have a position available within this Bargaining Unit in the person's certified trade, offered a nonbulletined position within the Bargaining Unit.

7. Contracts of Apprenticeship will be terminated in accordance with the Act.
8. Any employee who successfully applies for an Apprenticeship Program shall, upon successful completion of the trial period provided in the Collective Agreement, be deemed to have relinquished any bulletined position he/she might hold.
9. Notwithstanding the provisions of the Agreement and the Sick Leave Bylaw, and the requirement that an employee gain seniority to be eligible for sick leave pay, and further notwithstanding the fact that an employee hired for this Program will not gain seniority until the Program is completed, the Director of Operations may approve such sick leave payments as he/she deems appropriate.

Upon successful completion of the Program, and gaining seniority, the employee shall receive full credit for his/her earned sick leave accumulation.

10. In any case of absence during an apprenticeship, the Director of Operations may request the apprentice provide satisfactory reasons for such absence.
11. An employee who is enrolled in an Apprenticeship Program waives the right to apply for other bulletined positions.

SCHEDULE "D"
FORMER TOWN OF WESTMINSTER BENEFITS
LOCAL 107, C.U.P.E.

Employees listed below continue to receive the Same benefits enjoyed with their previous employer until the Parties agree otherwise:

Morley Gough
John Stevenson
Gerald Wright
Gordon Ross
James Somerville

Benefit Description: See Attached "Benefits at a Glance".

SCHEDULE "E"
FORMER COUNTY OF MIDDLESEX BENEFITS
LOCAL 107, C.U.P.E.

Employees listed below continue to receive the same benefits enjoyed with their previous employer until the Parties agree otherwise:

Darrell Barber
Darryl Gelderland
Steve McAllister
Alphonse (Pete) De Block (Retired with CUPE Local 107 Retirees Benefits)

Wayne Tweddle - Former County of Middlesex employee currently receiving CUPE Local 107 benefits.

Benefit Description: See Attached "Benefits at a Glance".

SCHEDULE "E"
FORMER P.U.C. BENEFITS
LOCAL 4, C.U.P.E.

Employees listed below continue to receive the same benefits enjoyed with their previous employer until the Parties agree otherwise:

Bruce Abram
Harold Acres
Tim Adams
Garry Anderson
Leszek Awzan
Gerhard Bachmann
Hugh Bailie
Donald Balcom
John Baratta
William Bartlett
Ian Baxter
Cheryl Bell
Richard Bender
Brian Bennett
Hubert Berkmortel
Vasco Bettencourt
Jeff Bogal
Donald Brockett
Karl Bulitka
Dave Cambridge
Andrew Camilleri
Alfredo Caranci
Brian Casey
Randy Chappell
Philip Cheung
Fred Chivers
Bradley Cook
Bradford Cote
William Dark
Perry Davie
Mark Donahue
Doug Dunoon
Thomas Edie
Keith Elder

Barry Eveleigh
David Fawcett
Stevan Fazekas
Jennifer Finkbeiner
Scott Fishleigh
Christopher Fletcher
Dale Gerster
Richard Grenier
Todd Hadley
Robert Horton
Jim Howard
Daniel Huggins
Stephen Irwin
John Jenkins
Robert Jones
Joseph Kelly
Larry Kempert
Andre Lavalliere
Charles Lizmore
Cornelis Louws
John MacLeod
Jonathan MacMillan
Raymond Marino
Philip Martyn
Kenneth Mathers
Stephen McCall
Stewart McCulloch
Alfred McKenzie
Ray McLean
Paul Merrifield
Wayne Milmine
Robert Miners
Robert Minielly
Christopher Monk
Allan Moore
Arthur Mount
Stephen Munro
Grant Murphy
Robert Murray
Richard Needham
Paul Nozen
Donald Ormerod
Joao Pacheco

Dino Pozzebon
Scott Preece
Laurie Pullen
Michael Rowland
David Rutherford
Duncan Sanders
Mark Serle
Steven Simmonds
Jim Smith
Colin Springett
Doug Steels
Steve Stewardson
Wayne Stirling
Allister Stoyles
Owen Sullivan
Aleksandra Szywala
Tedd Tarkowski
Gerald Thompson
Robert Thursby
Timothy Torrens
Shaun Trudell
Fernand Vaillancourt
Teresa Vanderwerf
James Virostek
William Wallace
Peter Warwick
Peter White
Timothy Whitworth
Edward Williams
Victoria Wilson
Jeff Wischlinski
Ronald Withenshaw
Colin Woodward
Donald Young
Frank Zoula

BENEFITS AT A GLANCE

At December 31, 1992

**CITY OF LONDON - LOCAL 107
Former Town of Westminster Employees**

Benefits	Coverage Highlights
<u>HEALTH CARE BENEFITS</u>	
Extended Health Semi-Private Drugs Vision Hearing Aid Benefit Other EHC Benefits Dental Basic Plan 9 Space Maintainers Rider 2 - Dentures Rider 3 - Orthodontic Rider 4 - Caps/Crown Work Travel Plan Overage Coverage	<ul style="list-style-type: none"> - no deductible - no deductible - \$200/24 months - no deductible: unlimited - no deductible - current fee guide - unlimited - this benefit is not available - this benefit is not available - this benefit is not available - Deluxe Travel - to any age (dependent student)
<u>LIFE INSURANCE</u>	
Employee Life Insurance Accidental Death & Dismemberment Insurance Dependent Life Insurance	<ul style="list-style-type: none"> - 2 x annual earnings, maximum \$500,000 - part-time employees: \$10,000 - 2 x annual earnings, maximum \$250,000.00 - see Schedule of Losses - spouse \$5,000, children \$2,500

BENEFITS AT A GLANCE
 CITY OF LONDON - LOCAL 107
 Former Town of Westminster
 at December 31, 1992

Benefits	Coverage Highlights
<p><u>WAGE LOSS REPLACEMENT</u></p> <p>Sick Leave</p> <p>Short Term Disability</p> <p>Long Term Disability</p>	<ul style="list-style-type: none"> - 1.5 days/month cumulative, no ceiling, no cash value. - if away 10 days in a month. no credit for that month - this benefit is not available - following expiration of sick leave credits or 120 days, whichever is greater - 66 7 % of monthly earnings at date of disability, \$4,000 maximum per month - 2 years own occupation - not payable beyond age 65, retirement or termination of employment - 50 % rehabilitative income - 85 % all sources - direct offsets: CPP, WC
<p>OMERS PENSION</p>	<ul style="list-style-type: none"> - NRA 65; and Type I supplementary; Type III permanent partial disability - employees, if they request, may extend their date of retirement until the end of the calendar year in which they attain 65 years at the discretion of the Town in accordance with written criteria
<p>FAIL) HOLIDAYS</p>	<ul style="list-style-type: none"> - 10 statutory & civic holidays - one-half working day preceding Christmas Day - one-half working day preceding New Year's Day

BENEFITS AT A GLANCE
CITY OF LONDON - LOCAL 107
 Former **Town of Westminster**
 at **December 31, 1992**

Benefits	Coverage Highlights
<p>VACATION</p>	<p>based on date of employment less than 1 year of service = .83 days/month to maximum of 10 days after 1 year = 2 weeks after 4 years = 3 weeks after 10 years = 4 weeks after 15 years = 5 weeks after 20 years = 6 weeks</p> <ul style="list-style-type: none"> · effective January 1, 1990, regular employees may accumulate vacation to a maximum of twice his/her annual accrual, but shall be required to reduce his/her accumulation to a maximum of 1 year of accrual by December 31st of each year, any accumulation beyond this limit must be approved by the Administrator · a regular employee, depending on his date of employment, shall have vacation credits accumulated as follows: <ul style="list-style-type: none"> - full credit if date of employment is from the 1st to the 15th month - ½ of the normal monthly credit if date of employment is from the 16th to the end of the month
<p>PROFESSIONAL & LICENSE FEES</p>	<ul style="list-style-type: none"> · the Town will pay the annual fees for required licenses & professional memberships held by permanent employees of the Town · the following license fees will be paid by the Town: <ul style="list-style-type: none"> - the Town will pay the difference in fee between a normal "G" driver's license and any other level of license so deemed required by the Town - Refrigeration Certificate · Annual fees for membership in the following professional organizations will be paid by the Town: <ul style="list-style-type: none"> - Canadian Institute of Chartered Accountants (CICA) - Association of Professional Engineers of Ontario (APEO) - Canadian Institute of Planners (CIP) - Ontario Municipal Administrator's Association (OMAA) - Association of Municipal Clerks & Treasurers of Ontario - Ontario Road Superintendent's Association (ORSA) · Invoices from the Ministry of Transportation CICA & APEO must be presented to the supervising manager for approval & submission to the Treasurer for payment, at least 10 days prior to the due date on the invoice

BENEFITS AT A GLANCE
 CITY OF LONDON - LOCAL 107
 Former Town of Westminster
 at December 31, 1992

Benefits	Coverage Highlights
<p><u>LEAVE OF ABSENCE</u></p> <p>Bereavement Leave</p> <p>Jury/Subpoena</p> <p>Pregnancy/Parental</p> <p>Compassionate Leave</p>	<ul style="list-style-type: none"> • spouse, child, step-child • absent with pay for 5 working days immediately following the death • parent, grandchild, grandparent, stepmother, stepfather, brother, stepbrother, sister, stepsister, • absent with pay for 3 working days immediately following the death • sister, brother, grandparent's of the employee's current spouse • absent with pay not to exceed 1 day for the purpose of attending the funeral • an employee will be granted leave of absence with pay not to exceed 1 day to attend the funeral of a fellow employee, a close friend, or to serve as a pallbearer • paid leaves of absence in respect to bereavement will be allowed for days which the employee has been scheduled to work • employee will be paid their regular earnings for the time required in court provided that the employee present to his Department Head a satisfactory certificate showing such period of service and provided he deposit with the Treasurer of the Corporation the full amount of compensation received, excluding mileage and travelling expenses, and an official receipt • in accordance with the Employment Standards Act, Province of Ontario • may use up to 2 days per calendar year from accumulated sick leave to attend to spouse/child/parent on special or compassionate grounds which are medically related
<p>Sick Leave Gratuity</p>	<p>• this benefit is not available</p>
<p><u>RETIREE BENEFITS</u></p> <p>Health, Life Insurance, Dependent Life, Accidental Death and Dismemberment</p>	<ul style="list-style-type: none"> • early retirees and their surviving spouses of the Town of Westminster may remain in the group insurance benefits to age sixty-five.

BENEFITS AT A GLANCE
at December 31, 1992

CITY OF LONDON - LOCAL 107
Former Town of Westminster Employees

BENEFITS	PREMIUM SHARE ARRANGEMENT
Health Care Benefits	
Extended Health Benefits	100 % employer paid
Dental	100 % employer paid
Travel Plan	100 % employer paid
Life Insurance	100 % employer paid
Accident Death & Dismemberment Insurance	100 % employer paid
Dependent Life Insurance	100 % employer paid
Long Term Disability	100 % employer paid
OMERS Pension	Town matches employee contributions which are equal to: 6 % of contributory earnings up to Year's Maximum Pensionable Earnings (YMPE) 7.5 % above the YMPE 1997 YMPE = \$35,800
Retiree Benefits	
Health	100 % employee paid
Life Insurance	100 % employee paid

BENEFITS AT A GLANCE

December 31, 1992

**CITY OF LONDON - Local 107
Former County of Middlesex Employees**

Benefits	Coverage Highlights
<u>HEALTH CARE BENEFITS</u>	
Extended Health Care Semi-Private	no deductible
Drugs	• no deductible
Vision	• \$150/24 months, eye exam (P.E.I. Alberta, N.B.); Visual Motor Therapy
Hearing Aid Benefit	• no deductible, unlimited
Other EHC Benefits	• no deductible (includes diabetic supplies and devices)
Dental Basic Plan 9 Space Maintainers , Pit & Fissure Sealants Rider 2 - Dentures Rider 3 - Orthodontic Rider 4 - Crown/Bridge Work	<ul style="list-style-type: none"> • current fee guide • unlimited • this benefit is not available • this benefit is not available • this benefit is not available
Travel Plan	• deluxe travel, Out of Province - elective (OHP to OMA)
Overage Coverage	• to any age (dependent student)
<u>LIFE INSURANCE</u>	
Employee Life Insurance	- 1½ x annual earnings, maximum \$500,000
Accidental Death & Dismemberment Insurance	<ul style="list-style-type: none"> • equal to Life Insurance Benefit (above) • loss of eyesight/limbs - see Schedule of Benefits
Dependent Life Insurance	- spouse \$2,500; dependent children \$1,000

BENEFITS AT A GLANCE
 December 31, 1992
 City of London - Local 107
 Former County of Middlesex

Benefits	Coverage Highlights
<p><u>WAGE LOSS REPLACEMENT</u></p> <p>Sick Leave</p> <p>Long Term Disability</p>	<ul style="list-style-type: none"> - 1 ½ days/month cumulative - no sick leave credits given in any month if employee absent from duty in that month: <ul style="list-style-type: none"> a) for more than 15 days for any reason other than vacation, leave of absence, workers' compensation which does not extend beyond 12 months b) without leave - benefit waiting period: 17 weeks - 66 ⅔ % of monthly earnings (at date of disability), \$2,500 maximum per month - 2 years own occupation - not payable beyond age 65, retirement, or termination of employment - 85 % all sources - direct offsets; CPP, WCB
<p>OMERS PENSION</p>	<ul style="list-style-type: none"> - Ontario Municipal Employees Retirement System - NRA 65; Type I
<p>PAID HOLIDAYS</p>	<ul style="list-style-type: none"> - 11 statutory and civic holidays as outlined in Collective Agreement - one lieu day - one-half working day preceding Christmas Day
<p>VACATION</p>	<ul style="list-style-type: none"> - less than one year seniority; one day vacation/month of service to a maximum of 10 days in that year - if an employee will attain the required seniority at anytime during the current calendar year, he/she would be entitled to vacation as follows: <ul style="list-style-type: none"> - 1 year but less than 3 years - 2 weeks - 3 years but less than 8 years - 3 weeks - 8 years but less than 17 years - 4 weeks - 17 years or more - 5 weeks

BENEFITS AT A GLANCE

December 31, 1992

City of London - Local 107

Former County of Middlesex

Benefits	Coverage Highlights
<p>LEAVES OF ABSENCE</p> <p>Bereavement Leave</p> <p>Jury/Subpoena</p> <p>Pregnancy/Parental</p> <p>Other</p> <p>Union Conference</p>	<ul style="list-style-type: none"> • spouse, child, mother, father, sister, brother, - absent with pay for not more than 3 working days • mother/father-in-law, grandmother/father, grandchild, brother/sister-in-law, son/daughter-in-law - absent with pay for not more than 2 working days • uncles, aunts, cousins, nephews, nieces, - absent with pay for ½ day • the Corporation shall pay the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meal, or other expenses • the employee will present proof of service and the amount of pay received • in accordance with the Employment Standards Act, Province of Ontario • leave without pay and without loss of seniority shall be granted to any employee requesting such leave for good and sufficient cause • without pay and without loss of seniority for not more than a period of five working days during the life of agreement; to not more than one employee who is elected or appointed to represent the union at a Conference, Convention, or other union business
<p>SICK LEAVE GRATUITY</p>	<ul style="list-style-type: none"> • employees with more than 5 years service will receive a sick leave gratuity equal to 1/3 of credits earned up to January 1, 1981 (frozen batik only), but not more than one-half year's earnings
<p>RETIREE'S BENEFITS</p> <p>Health, Life Insurance, Dependent Life, Accidental Death and Dismemberment</p>	<ul style="list-style-type: none"> • if you retire prior to age 65 and are qualified under OMERS 90 factor, coverage

BENEFITS AT A GLANCE

at December 31, 1992

CITY OF LONDON - LOCAL 107
Former County of Middlesex Employees

BENEFITS	PREMIUM SHARE
Health Care Benefits	
Extended Health Benefits	100 % employer paid
Dental	90 % employer paid / 10 % employee paid
Travel Plan	100 % employer paid
Life Insurance	100 % employer paid
Accidental Death & Dismemberment Insurance	100 % employer paid
Dependent Life Insurance	100 % employer paid
Long Term Disability	100 % employer paid
OMERS Pension	6 % of contributory earnings up to Year's Maximum Pensionable Earnings (YMPE) 7.5 % above the YMPE 1997 YMPE = \$35,800
Retiree Benefits	
Health	100 % employee paid
Life Insurance	100 % employee paid