



1997 - 1999

**Collective
Agreement**

between

**THE CORPORATION
OF THE CITY OF LONDON**

and

**LOCAL UNION NO. 101
(Canadian Union of Public Employees)
London, Ontario**

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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 save and except the following:

- Those employees of the Corporation who are represented as bargaining agent by Local No. 107 (Outside Workers), or by Local No. 220, London and District Service Workers Union, Dearness Home, or by The London Professional Fire-fighters Association.
- Dr. John Dearness Home Management and Administrative staff.
- and, with respect to positions within the former Parks and Recreation Department, staff at the Golf Courses, program staff at the Aquatic Centre (except full time Deck Supervisors) and casual staff defined as employees working less than 24 hours per week and employees hired for the period between April 1 and Thanksgiving who perform work other than that evaluated and classified in Schedule "A".
- Security Guards
- those Management and Administrative positions exempted by virtue of the provisions of the Ontario Labour Relations Act or agreement of the Parties, a list of which shall be provided to the Union as changes are made, and no less often than quarterly.

ARTICLE 2 —
UNION SECURITY AND CHECK-OFF

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 Once 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 the employee's regular monthly Union dues of part thereof. The Union shall notify the Director of Human Resources of the Corporation in writing of the amount of such dues or 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 by the Corporation to the Treasurer of the Union once each month 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 of terminations of employment and of newly hired employees in the pay period following the pay period in which the status of employment changed.

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 deductions 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 OF assessments.

2.6 The Corporation will inform affected employees of the provisions in this article and give all permanent employees and all temporary employees hired for more than 12 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.

2.7 When employees who were paying Union dues prior to being laid off are returned to work within twelve (12) months of being laid off, the employees will start paying union dues upon return to work in accordance with Articles 2.2 and 2.3.

2.8 The Union shall have the right to post notices and bulletins that may be of interest to the Union and its members on Corporate Bulletin Boards, subject to the approval of the Director of Human Resources OF designate. Permission is not required for routine postings of meetings, seminars and conferences.

2.9 Employees shall be permitted to solicit membership for the Union on Corporation property outside of actual hours of assignment of any employee soliciting or being solicited and during recognized breaks.

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, lay-off, 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

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 employees who have 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.

**ARTICLE 4 —
UNION-MANAGEMENT RESPONSIBILITIES**

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.

3.2 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.

without proper cause, may be the subject of a grievance and dealt with under the provisions of Article 15 of this Agreement.

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 matters of hiring, wage rates, training, up-grading, promotion, transfer, lay-off, recall, discipline, discharge or in the administration of any of the provisions of this Collective Agreement by reason of any grounds prohibited under the Ontario Human Rights Code, nor by reason of the employee's membership or activity in the Union, or for any other reason.

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,

4.4 The Corporation and the Union acknowledge that the Ontario Human Rights Code, the Employment Standards Act and the Ontario Labour Relations Act shall apply.

ARTICLE 5 — UNION REPRESENTATION

5.1 Subject to Article 5.2 of this Agreement, the Corporation will recognize the following Committees of employees for the respective purposes shown. All Committees will consist of equal representation of the Union and the Corporation. Subject to Article 5.3 of this Agreement, employees shall not suffer any loss of remuneration in performing any committee work associated with the Committees listed as follows:

- (a) *The Bargaining Committee* shall consist of not more than six (6) representatives of the Union for the purpose of negotiating this Agreement and its renewal.
- (b) *The Joint Action Committee* shall consist of seven (7) Union and seven (7) 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. This Committee shall not have jurisdiction over S&S or any other matter relating to collective bargaining, including the administration of this Agreement. This Committee shall not supersede the activities of any other Committee of the Union or the Corporation and it shall have the power to bind either the Union, its members or the Corporation to any decisions. This Committee shall have the power to make recommendations to the Unions and to the Corporation with respect to its discussions and conclusions.

The Joint Job Evaluation Committee shall consist of four (4) of more Union and four (4) of more Management representatives CS required for the purpose of measuring the relative value of jobs within the scope of the bargaining unit. This Committee shall evaluate jobs within the employee group.

The Joint Clothing Committee shall consist of three (3) Union and three (3) Management representatives for the purpose of determining the nature and specifications of clothing and safety equipment outlined in Article 19 and Schedule "B" or this Agreement.

(d)

(c)

- (e) **The Joint Health and Safety Committee — City Hall** shall consist of four (4) Union and four (4) Management representatives for the purpose of performing the duties prescribed by the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1, in so far as they relate to City Hall.
- (f) **The Joint Health and Safety Committee — Market Tower** shall consist of two (2) Union and two (2) Management representatives, plus an alternate representative of both the Union and Management, for the purpose of performing the duties prescribed by the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1, in so far as they relate to the space occupied by the Community Services Department at Market Tower.
- (g) Any other Joint Health & Safety committee that may be required to comply with the provisions of the Occupational Health & Safety Act, R.S.O. 1990, Chapter O.1.
- (h) **The Grievance Committee** shall consist of not more than three (3) Union representatives for the purpose of investigating and processing grievances as outlined in Articles 15 & 16 of this Agreement.
- (i) **The Return To Work Committee** shall consist of three (3) Union and three (3) Management representatives for the purpose of returning those employees from the bargaining unit with occupational or non-occupational disabilities or diminished capacity to gainful employment, with

S.3 No employee who is a member of the Executive or other Committee listed in Article 5.1 shall leave their work on Union business without first obtaining permission from their appropriate Management supervisor. Committee members shall receive their regular pay for such leaves of absence only if such leave pertains to this Agreement and consists of meeting with Management representatives during normal hours of work. Permission for such leave from the immediate Management

Executive and Stewards of the Union.
on an annual basis, or as changes occur, of the names of the will also notify the Director of Human Resources in writing of which they are members from time to time. The Union in writing of the names of such employees and the Committees 6 and the Union has notified the Director of Human Resources unless those employees have acquired seniority under Article deal with employees on any of the Committees in Article 5.1 S.2 The Corporation will not be required to recognize or in accordance with the related terms of reference.

(k) The Classification Review Committee shall consist of four (4) management representatives and four (4) representatives for the Union for the purpose of reviewing positions excluded from the Bargaining Unit. The Committee shall operate in accordance with the related terms of reference.

(l) The Joint Charity Chest Fund Committee shall consist of four (4) Union and four (4) Management representatives for the purpose of encouraging employees from the bargaining unit and Management to make charitable donations, predominantly through payroll deductions and special events, and to grant such donations to local charities on behalf of the employees.

the main objective to return those employees to their regular predisability work.

supervisor will be granted unless there are extenuating circumstances which would adversely affect the services of the Corporation. In the event of permission not being granted the reasons for refusal will be confirmed in writing by the immediate Management supervisor.

5.4 A full time representative 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.

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 of the Council are to be similarly sent to the Union, provided that the Union shall not be entitled to receive any minutes concerning or relating to meetings of the said Council which are held in camera.

ARTICLE 6 — SENIORITY

6.1 As used in this Agreement, "seniority" means length of continuous 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 the employee has completed 90 calendar days of service (which period may be extended by mutual agreement of the parties in writing) after which the employee's name shall be placed on the seniority list mentioned in Article 6.3

II

- (a) the employee resigns,
- (b) the employee is discharged and not reinstated through the grievance or arbitration procedures,
- (c) the employee fails to return from leave or 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) the employee is absent from work without permission for 5 or more than 5 consecutive working days unless such absence is proven to the satisfaction of the Corporation to have been

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

service.
6.4 Employees who are absent from work due to illness or accident for less than one year (which may be extended for further periods of [1] mo) or who are on approved leave of absence or serving in the Armed Forces shall continue to accumulate seniority during the period of such absence or

list shall then be deemed to be accurate.
no complaint or grievance is received within that time, the Corporation will revise the seniority list and will deliver a copy to the Union and post copies on all Bulletin Boards. Complaints about the accuracy of a seniority list will be considered within 30 days of the date of such delivery and if each employee's name, department, salary, the date upon which seniority commenced, job classification and the date of appointment to such classification. In January of each year the Corporation will maintain a seniority list showing and the employee's last hiring.
6.3 The Corporation will maintain a seniority list showing and the employee's seniority shall date back to the date of

due to causes beyond the employee's control,

- (e) the employee is retired pursuant to the terms of this Agreement or retires.

6.6 An employee who accepts a temporary position outside of the bargaining unit shall retain earned seniority ("retained seniority") subject to the following rules:

- (a) Retained seniority shall be calculated as of the day the employee leaves a union position for a non-union position.
- (b) No additional seniority shall accumulate until the employee returns to a union position.
- (c) While the employee is in a non-union position, retained seniority shall not be recognized for any purpose and specifically shall not be used for job posting or lay off purposes.
- (d) Notwithstanding any other provisions of this agreement, no employee in a union position shall be displaced as a result of the return of any employee to the bargaining unit (with retained seniority).
- (e) If the employee with retained seniority is successful under Article 8, the retained seniority will immediately be valid for all purposes.
- (f) An employee transferred out of the bargaining unit can be returned to their previous permanent position if the return occurs within 24 months of transfer.

6.7 An employee who accepts a permanent position outside the bargaining unit shall forfeit all rights covered under this Agreement.

**ARTICLE 7 — RECLASSIFICATION AND REVISION
OF POSITIONS AND NEW POSITIONS**

7.1 The Parties agree to the provisions of the Job Evaluation Booklet which is considered to form part of the Collective Agreement between the parties.

7.2 Prior to finalization of redundancies, a subcommittee of the JB Committee will be established to interview the manager regarding the impact and any redistribution of duties, for the purpose of determining the ramifications on jobs.

Whenever the Corporation proposes to reclassify or revise any of the jobs in Schedule "A" to this Agreement or to establish a job of a nature not already classified in this Agreement; or to declare redundant any of the said jobs and thereby transfer any of the functions of the redundant job to other jobs within the bargaining unit; the foregoing shall be done in accordance with the Job Evaluation Booklet. Employees may request reevaluation of their jobs in accordance with the terms of the Job Evaluation Booklet.

7.3 The Corporation shall maintain and keep current a database of job descriptions which have been agreed to in writing by the Parties. 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.

7.4 The Parties agree that the Job Evaluation process is not intended to circumvent the promotion procedures as provided in this Agreement.

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 positions covered by this Agreement and the Corporation proposes to fill such vacancy, the following shall apply:
- The Corporation will post up a notice of the new position or permanent vacancy in all Departments of the Corporation for a period of five (5) working days excluding the date of posting.
 - In this Agreement the expression “permanent vacancy” means a vacancy caused by such events as promotion, resignation, retirement or discharge, and which is indefinite or long lasting in nature and does not include a vacancy caused by approved or authorized absence from work of an employee.
- (b) The notice will contain the name of the department, a summary of the job description for the position, the number of employees required to fill the position, the salary range or rate of pay and the name of the official to whose attention applications are to be directed.
- (c) Employees may apply for a permanent position vacancy in a salary range equal to their present position, or, employees may apply for any permanent position in a salary range which is lower than their own. The requirements of this Article shall apply.

of the Union CS soon as practicable possible of the notice shall be forwarded to the Secretary boards within and for 5 working days and a copy appointment shall be posted on all bulletin position in question and the effective date of the or the name of the newly-hired employee, the containing the name of the employee promoted Whenever any posted vacancy is filled, a notice

(b)

Bargaining Unit. If there is no applicant or no successful applicant from the Bargaining Unit, the Corporation may then fill the permanent vacancy from outside the

duties involved. skill, ability and qualifications to perform the the senior employee possesses the necessary govern in making the appointment, provided 6.1(a) of this Agreement and seniority will with their seniority as defined in Article — Applicants will be considered in accordance

reasonable time after such posting CS follows: successful applicant will be selected within a promotion to a higher job classification. Any vacancy unless the posting would result in a period are ineligible to apply for a posted non-permanent position, employees in a trial permanent employees in the trial period for a qualifications in their applications. Except for in Article 8.1(a) and shall set out their purpose to the Director of Human Resources forms supplied by the Corporation for the vacancy shall make application in writing on 8.2 (a) Employees who wish to apply for or posted

following such appointment; provided the employee shall, subject to Article 8.3, be paid the applicable rate for such position commencing on the date the employee was required to assume the duties thereof.

- (c) If no one is placed, pursuant to Article 8.3, in the permanent vacancy or vacancies, as the case may be, within 45 working days after the date of such posting, both the posting and any application shall be deemed to have been withdrawn.

- 8.3 (a) The successful applicant under Article 8.1(a) will be placed in the permanent vacancy for a trial period not exceeding ninety (90) calendar days (which period may be extended by mutual agreement of the Parties in writing, such agreement shall not be unreasonably withheld) and, if the employee proves satisfactory, the employee will then be confirmed in the employee's new classification. Management may, in its discretion, confirm such an employee after a period of 60 days in the new classification. If the employee proves unsatisfactory during the trial period, or if the employee is unable to perform the new duties, the employee will be returned to the employee's former position at the employee's former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. The status of temporary employees who are so returned to the employees former position or duties, shall not be altered as a result of such placing and return, nor shall they thereby acquire

9.3 When employees are assigned on a temporary basis for more than five (5) consecutive working days to perform the duties of a job in a higher classification, they will be paid

will be provided a copy of the completed appraisal form. no seniority date) for the preceding 12 months. The employee following the seniority date of each employee (date of hire if interviews are to be completed normally within 30 days per year, for the preceding calendar year with the appraisal form to be read by the employee. The performance appraisal Head, or CN appointee, shall interview each employee once

- 9.2 The Corporation, through the respective Department steps shall be as provided in Schedule "A".
- (c) Salary increases through the salary progression paid bi-weekly.
- (b) Employees covered by this Agreement shall be implemented pursuant to Article 7.

9.1 (a) The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement. No amendment or change in the was or classifications in Schedule "A" shall become effective until agreed upon by the parties or CS implemented pursuant to Article 7.

ARTICLE 9 — REMUNERATION AND INTERVIEW

- (b) If the successful applicant is returned to the employee's former position under this clause, the Corporation will give consideration to those employees who are unsuccessful applicants for the initial vacancy and should the Corporation place unmp employee in the permanent vacancy, paragraph (a) of this clause shall apply.

the next higher of the two rates for the replacement period retroactive to the first day of such replacement. However, if the next higher rate is not at least six hundred dollars (\$600.00) higher than their annual rate, their annual rate shall be adjusted by a minimum of \$600.00. No temporary assignment shall be utilized to deprive employees with seniority of the opportunity of appointment to a position per the provision of Article 6 or Article 8.

- 9.4 (a) When employees are promoted from one job classification to another, they shall be paid the next higher rate as provided in Schedule "A".

However, if the next higher salary rate does not result in at least a \$600.00 increase, their salary shall be adjusted by an amount of a minimum of \$600.00. The adjustment may result in the employee receiving a salary which does not appear in Schedule "A". Future salary increases shall be in accordance with Schedule "A".

- (b) When employees are the successful applicant for positions in lower classifications than their own, or demoted to a position in a classification lower than their own, employees shall be paid the job rate of the lower classification, if employees are at the job rate in the current position. If employees are at an intermediary salary rate, they shall be placed at the salary rate closest to their own in the new classification.

- 9.5 (a) Where employees move from one job classification to a higher classification on a permanent basis, through the provisions of Article 8, the initial rate of pay shall be as determined under Article 9.4 and lateral salary increases shall be adjusted to the next higher rate in the new

classification on each anniversary date of semi-annual (whichever is applicable) date of the appointment thereto.

(b) i) Where employees move from one job classification to a higher job classification on a permanent basis, through the provisions of Article 7, the rate of pay in the new classification shall be at the same salary progression step as the employee was in the previous classification. As a result of re-evaluation, the employees anniversary dates remain unchanged.

ii) Where employees move from one job classification to a lower job classification by the Joint Job Evaluation process, their salary shall be "red-circled" at their current rate of pay until the salary rate in the new classification reaches and surpasses the "red-circled" rate.

iii) If red-circled employees' position are declared redundant and they bump into a position with the same classification, they will maintain their red-circled salary.

(c) Where permanent employees are hired by the Corporation and receive a rate of pay greater than the starting rate in the job classification, they shall be credited, for the purpose of lateral salary increases, with having completed that period of service in the new classification to which their rate of pay relates, and lateral salary increases shall accordingly be adjusted to the next higher rate within the classification on

the anniversary date or semi-annual (whichever is applicable) date of appointment thereto.

- 9.6 a) When permanent employees are engaged in a temporary assignment and return to their regular classification, they will return at the rate of pay which they would have normally received had they continued in their regular classification.
- b) When permanent employees are engaged in a temporary assignment and are the successful applicants for the same posted temporary or permanent position within a three month period, they will receive the higher of the rate of pay they would have normally received had they continued in the original temporary assignment, or the rate under Article 9.4 (a).

9.7 If permanent employees on a temporary assignment are the successful applicant for the same job on a permanent basis under the relevant terms of Article 6 or of Article 8, and such permanent appointment is consecutive to the temporary assignment, the permanent anniversary date of appointment shall be established as the date on which the temporary assignment commenced.

9.8 Employees temporarily assigned by Management to a position with a lower pay classification shall be paid at their regular rate.

ARTICLE 10 — HOURS OF WORK, SHIFT, OVERTIME, CALL OUT, STAND-BY, MEAL ALLOWANCE

- 10.1 (a) A normal work week shall be 35 hours consisting of 5 seven hour normal work days (Monday to Friday) commencing at 8:30 a.m. and ending at 4:30 p.m. with 1 hour off for

- (b) The Parking Baylaw Enforcement Officers' normal work week shall be 35 hours, consisting of four (4) days of 8 3/4 hours each (Monday to Saturday) within the time of 8:00 a.m. to 6:00 p.m. with one hour off for lunch.
 - o The Environmental Services Department employees working at the A. J. Tyler Works Yard shall have a normal work week of 35 hours consisting of 5 days of 7 hours each, Monday to Friday inclusive, commencing at either 8:00 a.m. and ending at 3:30 p.m. each day with 1/2 hour off for lunch commencing at 7:30 a.m. and ending at 3:00 p.m. each day with a 1/2 hour off for lunch. Lunch period is to be on a staggered basis arranged by the Department Head, or the appropriate Management Supervisor, among the affected employees and to commence not earlier than 11:00 a.m. and not later than 12:30 p.m. each day.
- (c) The Environmental Services Department employees working at the A. J. Tyler Works Yard shall have a normal work week of 35 hours consisting of 5 days of 7 hours each, Monday to Friday inclusive, commencing at either 8:00 a.m. and ending at 3:30 p.m. each day with 1/2 hour off for lunch commencing at 7:30 a.m. and ending at 3:00 p.m. each day with a 1/2 hour off for lunch. Lunch period is to be on a staggered basis arranged by the Department Head, or the appropriate Management Supervisor, among the affected employees and to commence not earlier than 11:00 a.m. and not later than 12:30 p.m. each day.
- (d) Separate hours of work are provided in the appendix for employees transferred from CUPB Local 4. When a former CUPB Local 4 position becomes permanently vacant and the Corporation intends to fill the vacancy, a meeting will be convened between Management and the Union for the purpose of discussing the hours of work of the position to be posted. The hours of work

will be governed by the needs of the operation in which the position is situated.

- 10.2 (a) As used in this Article, the expression “shift” shall mean any 8-hour period made up of seven (7) working hours and one (1) hour off for lunch, for any consecutive 5-day period, Monday to Friday, other than the normal work day as set out in Article 10.1 of this Agreement. A day on which a shift falls shall be determined by the day on which it commences. For the purpose of this Agreement, only the following jobs are to be scheduled on such shifts:
- Stores Clerk
 - Parking Bylaw Enforcement Officers
- (b) A “shift” for the Facilities Services Custodial or Maintenance Staff under the direction of the City Engineer shall mean any 7 1/2 hour period made up of 7 working hours and 1/2 hour off for lunch, for any consecutive 5 day period, Monday to Friday, other than the normal work day as set out in Article 10.1 of this Agreement. A day on which a shift falls shall be determined by the day on which it commences.
- (c) A “shift” for the employees in the Management Information Services Division and for Tourism London Division shall mean any 8-hour period made up of seven (7) working hours and one (1) hour off for lunch, for any consecutive 5-day period, other than the normal work day as set out in Article 10.1 of this Agreement. A day on which a shift falls shall be determined by the day on which it commences.

(b) In addition to the shift premium referred to in part (a), a weekend premium of sixty-five cents (\$0.65) (effective December 15, 1997, eighty cents, \$0.80) per hour in addition to the

from work by reason of illness. \$0.80) for each hour worked, but not for absence shift premium of sixty-five cents (\$0.65) (effective December 15, 1997, eighty cents, shall be paid in addition to their normal rate a shift An employee who is required to work a shift

10.4 (a) overtime work. shifts shall be paid C S overtime, but this shall n o i limit shifts, and therefore any time worked between the scheduled hours in the case of Parking Bylaw Enforcement Officers) excluding lunch periods between the employees' scheduled schedules shall provide a minimum of 16 hours off. (14 1/4 the calendar day on which the shift started. All shift workers' 10.3 All hours of shift shall be deemed to be included in

committees and subcommittees of Council.

scheduled meetings of Council, standing for employees assigned to attend regularly later than 2:00 pm with double shift premium (a), Management may set shifts starting no

10.1 Notwithstanding the provisions of Article 10.1

(d) Environmental Control Laboratory staff may be required to work shifts to cover a 24 hour period for a maximum of 10 times a year for the purpose of conducting 24 hour surveys. Should such shifts be required, employees will receive the applicable overtime premium as overtime to be banked and observed C S time off in accordance with Article 10.8(b).

(e) Notwithstanding the provisions of Article 10.1

employee's normal rate of pay for all regular hours worked between midnight Friday and midnight Sunday to employees referred to in Article 10.2(c) of this Agreement, but not for absence from work by reason of illness.

10.5 The expression "overtime" shall mean any period of time worked outside a normal work day or shift, or outside 35 hours in any calendar week, but not both, and shall not include call out under Article 10.9.

10.6 (a) Any employee who is required to work over-time or on a holiday, as the case may be, shall be paid as follows:

(i) On a normal work day or shift day (Monday to Saturday) -- time and one-half.

(ii) On a regularly scheduled day off (except Saturday) — double time.

(iii) On a Sunday — double time.

(iv) On a holiday — double time in addition to holiday pay.

(b) No employee shall receive both overtime payment and shift premium for the same hours worked.

(c) No employee shall be laid off work in any week merely for the reason that they have worked overtime.

10.7 No employee shall work overtime unless *authorized* by a Department Head or delegate.

10.8 (a) Department Heads may, in their discretion, allow time off to employees when they request casual time off for a particular purpose provided

- the employees agree to make up the time on an hour for hour basis. Such time off shall not be utilized to extend annual vacations or circumvent payment of overtime and shall be limited to a maximum of 3 hours in any one instance.
- (b) Instead of a cash payment for overtime, employees may choose to receive time off at the appropriate overtime rate at a time mutually agreed upon between the employees and their Department Head up to a maximum of five (5) days in the twelve month period following any July 1st. The five day maximum may be exceeded with Management approval. In extenuating circumstances if accumulated overtime is unable to be observed, the accumulated amount will be paid out at the year end.
- 10.9 Employees called to work outside of their normal working hours and/or shift shall be paid a minimum of 3 hours at the applicable premium rate or the actual time worked at the applicable premium rate, whichever is the greater.
- 10.10 Employees covered by this Agreement who are required to work overtime, as defined in Article 10.5, shall be entitled to a meal allowance of \$7.00 (effective December 15, 1997, \$10.00) provided they work
- (a) a minimum of two hours overtime consecutive to the normal work day or shift, or
 - (b) a minimum of 3 1/2 hours cumulative overtime in one day either immediately following the normal work day or shift or following a 12 hour interval outside their normal work day or shift.
 - (c) a minimum of 3 1/2 hours overtime on a regular day off.

10.11 Employees shall be entitled to a 15-minute break period in the forenoon and in the afternoon or in each half of each shift, as the case may be.

10.12 Employees who are on stand-by shall be paid while on stand-by at the regular rate of pay for the following hours:

- 2 hours for each of Saturday and Sunday.
- 4 hours for each of the holidays in Article 11.
- 1 hour for each evening (evening being defined as all of the period of time from the cessation of normal working hours on one day to 8:30 a.m. on the following day) other than a Saturday, a Sunday or a holiday evening.

10.13 Employees who are required by Management to attend a training course, conference or seminar:

- a) Shall be paid their normal rate for a normal day only. No compensation shall be given for travelling time or course time outside of regular working hours.
- b) Will be reimbursed for related expenses which are pre-approved in accordance with the applicable Corporate policies and procedures.

ARTICLE 11 — HOLIDAYS

11.1 All employees within the scope of this Agreement who are not required to work on the following holidays shall be paid at the regular rate of pay for each of the following holidays:

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

12.1 For the purpose of determining vacation entitlement the "vacation year" is defined as the twelve month period starting

ARTICLE 12 — VACATIONS

current calendar year.

11.5 The one lieu day as mentioned in Article 11.1 shall be afforded to the employee with seniority by the employee's department head at a mutually agreeable time within the

with Article 10.6.

11.4 Subject to Article 11.3, employees who are required to work on any of the said holidays shall be paid in accordance deemed to be holidays for the purpose of this Agreement.

11.3 Whenever any of the above holidays 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.

11.2 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.

11.1 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.

work.

100% of regular pay for paid holidays falling within the disability period. Such amounts to be payable upon return to 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

July 1 and ending June 30 of the following year.

- 12.2 (a) Employees who have less than one year's seniority (as defined in Article 6.1) prior to the 1st day of July in a year shall be entitled to one day's vacation with pay for each completed month of service up to a maximum of 10 working days vacation with pay.

Employees with

- (b) More than one year but less than three years of seniority prior to the first day of July in a year shall be entitled to two weeks vacation with pay in that year.

Effective July 1, 1993, more than one year but less than two years of seniority prior to the first day of July in a year shall be entitled to two weeks of vacation with pay in that year.

- (c) Three years or more than three years but less than six years of seniority prior to the first day of July in a year shall be entitled to three weeks vacation with pay in that year.

Effective July 1, 1993, two years or more than two years but less than six years of seniority prior to the first day of July in a year shall be entitled to three weeks vacation with pay in that year.

- (d) 6 years or more than 6 years of seniority prior to the 1st day of July in a year shall be entitled to a vacation of 3 weeks plus one day with pay in that year; plus one additional day for each year of seniority beyond 6 years up to a maximum of 4 weeks after 10 years as set out in paragraph (e).

12.3 An employee's vacation shall be taken in the twelve (12) months following the first of July in each year in which it is earned. A maximum of five (5) days may be carried over beyond the twelve (12) month period into the next year. The 5 day maximum carryover may be exceeded with the approval of the applicable Department Head and the Director of Human Resources. Such permitted postponed vacation time may be accumulated to a total of thirty (30) working days over a period of years. Notwithstanding this provision, no earned vacation shall be lost by an employee as a result of being unable to take same because of illness for which full salary is continuing from accumulated Sick Leave credits, or, as a result of a compensable accident, which illness or compensable

2 Weeks vacation	After 1 year
3 weeks vacation	After 2 years
4 weeks vacation	After 8 years
5 weeks vacation	After 16 years
6 weeks vacation	After 24 years

the following table:

Effective July 1, 1998, vacation entitlement shall be .5 per

- (a) 10 years or more than 10 years of seniority but less than 18 years of seniority prior to the 1st day of July in a year shall be entitled to a vacation of 4 weeks with pay in that year.
- (f) 18 years or more than 18 years but less than 25 years of seniority prior to the first day of July in a year shall be entitled to a vacation of 5 weeks with pay in that year.
- (g) 25 or more years of seniority prior to the 1st day of July in a year shall be entitled to a vacation of 6 weeks with pay in that year.

accident does not permit the employee to complete their vacation allowance prior to the expiry of the twelve (12) months following which it is earned.

12.4 Employees who become hospitalized during an approved vacation, may substitute such sick leave as they have owing to them and will be granted alternative vacation days equivalent to the number of vacation days hospitalized (excluding non-scheduled work days) providing that:

- a) they were hospitalized in a *recognized* institution and verification of this is received by Management.
- b) the alternative days are taken at a time mutually convenient to the employee and Management.

12.5 No employee shall be permitted to forego their vacation period so that they may be paid in lieu of time off for vacation.

12.6 (a) Two vacation planners per year as per chart outlined below will be introduced with Planner #1 covering the period June 1 to November 30 and Planner #2 covering the period December 1 to May 31. On or before the 5th day of March and September in each year, the Corporation will circulate a vacation planner so that employees may write in their choice of vacation dates. When preparing the semi 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 within the work area or division as appropriate. The vacation schedule shall be completed on or before the 15th day of April and October as the case may be and when completed, copies shall be posted on the

may stand to the employee's credit.
12.8 In the event of the death of employees, their heirs or their estate shall be entitled to receive such vacation pay as employee's vacation.

12.7 In order to receive a pay advance for vacation, an employee shall make a request in writing to the Director of Human Resources not less than three (3) weeks in advance of the date the vacation is to commence. Such an advance shall cover only the pay period of pay periods falling within the

that year.
seniority preference for vacation purposes for to promptly reply, the employee shall lose shall require them to make a decision. Failing Head of the appropriate Management Supervisor October 1st as the case may be the Department vacation dates on October 1st before April 1st, and (b) If any employee fails to list their choice of

Planner #1	June 1 to November 30
Planner #2	December 1 to May 31
Planner #1	April 15
Planner #2	October 15
Planner #1	April 1
Planner #2	October 1
Planner #1	March 5
Planner #2	September 5

Circulate Planner
Deadline for Selection
Posting of Schedule
Periods Covered

bulletin boards in the Departments or Divisions concerned for the information of the employees.

12.9 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, unless the Collective Agreement provides a greater benefit for temporary employees.

12.10 The vacation pay which is due to an employee under this Agreement shall not include overtime but shall include shift premium. Vacation pay shall be calculated upon the basis of annual salary on the date vacation commences.

ARTICLE 13 — HOSPITAL, MEDICAL, SICK LEAVE,
PENSIONS, GROUP INSURANCE

13.1 Health and Wage Loss Insurance Plans

(a) The Corporation will pay 100% of the premiums for the said health plans, as set out below:

- The Ontario Health Insurance Plan
- The Liberty Health Supplementary to the Ontario Health Insurance Plan (effective March 1, 1998, maximum prescription dispensing fee \$7.11 unless maximum ODB dispensing fee is greater, and provide for voluntary generic substitution except on express instruction of physician)
- Liberty Health Extended Health Care Benefits Plan, with \$25.00 single and \$50.00 family deductibles. The plan will include the Deluxe Travel Plan.
- Effective March 1, 1998:
- Chiropractic coverage after OHIP exhaustion, \$300/yr max
- Hearing aid Coverage, lifetime maximum \$500.00

- (b) The Corporation will pay 80% of the premium of Liberty Health Dental Plan #9 with current Ontario Dental Association Fee Schedule Benefits, and it shall be required of all employees electing such coverage to pay the balance of said premiums. The Corporation will pay 80% of the premium for Dental Rider #3, on a 50/50 co-insurance basis with no deductible, and with a maximum lifetime benefit level of \$1,500.00. It shall be required of all employees to pay the balance of said premiums. Effective March 1, 1998, add to dental plan Fit and Fissure rider and increase orthodontic coverage. Rider #3, to \$2500 lifetime max.
- (c) The Corporation will provide and administer a Vision Care Plan in conjunction with the Extended Health Care Plan providing for a benefit of one hundred and twenty dollars (\$120.00) in thirty-six months, with a twelve month prescription rider plus loss or breakage replacement up to the maximum dollar amount. Employees shall pay 50% of the premium of such plan; the 5/12ths portion of the E.I. 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.
- (d) Enrolment in the benefit plans outlined in (a), (b), and (c) 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.

- (e) Employees retiring with twenty (20) or more years of service and enrolled in the above insurance plans prior to retirement may elect to continue such insurance coverage from date of retirement to age 65.

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

Sick Leave

13.2 Employees in the bargaining unit shall be entitled to the sick leave and retirement gratuity benefits as per the following:

- (a)
 - (i) Effective October 1, 1985, permanent employees with a seniority date prior to February 1, 1985, shall be eligible to a credit of one day sick leave credit for each month of service with the Corporation. Such credits shall be cumulative.
 - (ii) Permanent employees with a seniority date on or after February 1, 1985, shall earn (1) day (seven hours) of sick leave credit for each complete month during which they worked all scheduled hours. (Parking By-Law Enforcement Officers will earn one day (8.75 hours)). Vacation, Statutory Holidays, Bereavement Leave, casual time off, time off in lieu of overtime, 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 (seven days or more).
 Employees, 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 them at the time of such absence. Employees who will be absent from work for any reason, including reasons of illness for which they will be claiming the use of sick leave credits, are required to advise the appropriate Management supervisor or designate at the beginning of each absence.

(c) Except as otherwise herein provided, the number of days employees are absent on account of illness shall be deducted from their cumulative Sick Leave Credits.

(d) If their absence due to such sickness extends beyond a pay period, their pay shall, to the extent of their accumulated sick leave credits, be continued during such absence provided they give or cause the giving of prompt notice of their sickness.

(e) (i) Employees who have been off work for illness or accident for 5 days or more shall contact the Occupational Health Nurse during the first day on return to work.
 (ii) Employees who are absent because of sickness for ten days or more shall, on request, provide the Department Head with a certificate from a qualified

physician certifying as to their inability to return to work and on similar request, shall do so at the conclusion of each thirty day period. The employer shall pay 50% of the normal and customary fee, if applicable, for the certificate mentioned, or obtain a certificate from the Corporation physician.

- (f) Re-employed 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 Credit 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 authorized by the Department in which the employee is employed at the time of illness.
- (h) Employees with a seniority date prior to February 1, 1985, and who are, at the time of their retirement, actively engaged at their duties or absent on duly authorized leave, shall be entitled to receive a sick leave gratuity on one, but not both, of the following bases:
 - (i) Ott the date of retirement, such employees may be granted a sick leave gratuity in cash equal to their salary, wages or other remuneration for one-half the number of days standing to their credit and in any event not in excess of the amount of one-half year's earnings at the rate received by the employees immediately prior to

(j) Whenever employees, formerly employed by another municipality or local board which had established a sick leave credit

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

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

(i) Employees with a seniority date prior to February 1, 1985, are not entitled to such benefit.

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

Employees with a seniority date on or after February 1, 1985, are not entitled to such benefit. Employees with a seniority date prior to February 1, 1985, and who on termination of their employment with the Corporation have at least seven (7) years of service; or the Estate of such employees who die while in the employ of the City, having at least seven (7) years service, shall be entitled to receive pay for the period equal to one-half the number of days standing to their credit and in any event, not in excess of a period of six months. Such leave shall be completed as of the date of normal retirement.

(ii) With the consent of their Department Head, in lieu of the sick leave gratuity which would otherwise be paid in cash in accordance with the foregoing, such employees may be granted retirement leave with full pay for a period equal to one-half the number of days standing to their credit and in any event, not in excess of a period of six months. Such leave shall be completed as of the date of normal retirement.

plan under the provisions of The Municipal Act, or any private Act of the Corporation of the City of London, become employees of the Council of the Corporation of the City of London, without interruption of employment by another employer, the Director of Human Resources shall ascertain, in writing, the extent of the sick leave credits, if any, standing to their credit in the plan of the municipality or local board formerly employing the employee, and the Director of Human Resources shall take such action as may be *necessary* to place such sick leave credits to the new employees credit in the records of the City of London.

- (ii) Employees who give 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 to a medical examination by a physician appointed by the Corporation, the Corporation shall be entitled to a copy of the physician's report.
- (iii) 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 the employee would receive those

13.5 An employee shall retire from the employ of the Corporation no later than the end of the month in which the employee's sixty-fifth birthday occurs.

Article 13.4(b) of this Agreement.

If Supplementary Pension Plan referred to in May 1, 1981 and will replace the OMERS Type cover, all employees who retire subsequent to clarify this Plan will be provided for, and will cost paid by the Corporation. For purposes of normal retirement age of 65 years, with the total Supplementary Pension Plan 2% formula —

(a) Effective May 1, 1981, the Corporation agrees to provide an OMERS Type I Past Service subsequent to January 1, 1976.

employees who retire, or who have retired, this Plan will be provided for and will cover all paid by the Corporation. For purposes of clarity, normal retirement age of 65 years with total cost and future) updated to January 1, 1976 — Pension Plan — 2% formula all service (past to provide an OMERS Supplementary Type II

(b) Effective January 1, 1976, the Corporation agrees established.

System and the Canada Pension Plan

13.4 (a) The Corporation and the Union agree to the Ontario Municipal Employee's Retirement

Pensions

13.3 The Corporation and the Union will co-operate in promoting a program of preventative medicine in order to reduce incidence of illness among employees.

credits which they would have otherwise earned.

Life and Wage Loss Insurance Plans

13.6 (a) The Corporation shall provide:

- (i) A Group Life Insurance Plan under which the life of each employee who is covered by this Agreement will be insured to the extent of two and one-half times an amount equal to the employee's annual salary calculated to the next \$1,000. up to a maximum of \$60,000. The cost of the coverage in excess of \$30,000. shall be shared as follows: 80% to be paid by the Corporation and 20% to be paid by the employees.

Effective December 1, 1992 the maximum amount of life insurance coverage will increase to \$65,000.00.

Dependent life insurance in the amount of \$25,000.00 on the life of the spouse of the employee, and in the amount of \$12,500.00 on the life of each unmarried dependent child of the employee is optionally available to each participant at the entire premium cost of the employee concerned. The definition of dependent includes children to age 21 on to age 25 in full time attendance at an educational institute, Election of coverage must occur within 31 days of becoming eligible.

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

Employees will be insured under a Short

Term Disability Plan which will provide a maximum benefit equal to 65% (70% effective new claims on or after March 1, 1998) of an employee's regular weekly gross pay (amount equal to an employee's annual salary divided by 52) for new claims. Eligible employees who are medically disabled and unable to work will be entitled to weekly benefits commencing 5 working days following the onset of the disability or upon the exhaustion of their accumulated sick leave credits pursuant to Article 13.2, which ever is later. The Short Term Disability benefit will be paid to a maximum of 26 consecutive weeks for any individual medical disability which renders the employee unable to perform work.

The maximum benefit is \$800.00 per week.

(b) The Corporation shall pay an amount equal to 100% of the premiums for the insurance mentioned in Clause (a) of this Article, except CS otherwise noted. Participation in such group insurance plans shall be mandatory and shall be a condition of employment.

(c) Effective October 1, 1985, all permanent active employees, and new permanent employees upon completion of the probationary period will receive a Long Term Disability Insurance Plan under which insurance an employee who is sick and thereby unable to work will be paid 65% of gross pay at the time the employee became sick; benefits under this said Long Term Disability

Insurance shall commence 196 days after the employee became sick, or upon the exhaustion of their accumulated sick leave credits pursuant to Article 13.2, together with any indemnity insurance benefits, whichever is later. The benefit shall continue until the earlier of recovery, death of the employee, or until the employee reaches age 65.

Effective with claims approved on or after January 1, 1992, the maximum monthly benefits noted above will increase to \$2800.00, and the maximum benefit level will increase to 70% of gross regular wages. Further information in respect of this plan is set out in Appendix "B".

The Corporation shall pay 100% of the premium cost of Long Term Disability Insurance.

- (d) An employee who receives Short Term or Long Term Disability Plan Benefits will be paid the difference between those benefits and their regular daily pay for any of the paid holidays listed in the Collective Agreement which occur during a period of absence for which those benefits were paid. The aforementioned difference will be paid to the employee following their return to work.

13.7 All of the insurance mentioned in this Article shall be as particularly described and set forth 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 Corporation will use its best efforts to adjust and settle any such dispute.

13.8 Every employee shall be fully responsible for keeping

14.3 An employee to whom this Article applies shall be subject to an examination by the Corporation's Occupational Health Physician or another physician selected by the Corporation. If it is deemed appropriate for the employee to be assessed through an Independent Medical Examination, representatives of the Corporation and the Union will consult and agree in advance on expenses for expense sharing. The medical information obtained through such an Independent Medical Examination will be provided only to the employee and to the Corporation's Occupational Health Physician.

14.2 The Corporation will provide, wherever practical, temporary rehabilitative work assignments to employees who may become temporarily disabled, and the Corporation and the Union agree that employees requiring rehabilitative work assignments will be given preference to such suitable work as is available and which they may be qualified to perform.

14.1 The Corporation and the Union agree jointly to a workplace rehabilitation program aimed at returning employees with occupational or non-occupational disabilities or diminished capacity to gainful employment with the main objective to return the employee to the employee's regular pre-disability work.

ARTICLE 14 — REHABILITATIVE ASSIGNMENTS AND WORKPLACE SAFETY AND INSURANCE

the City informed of changes in marital status or number of dependents. An employee who is entitled to reduced hospitalization or medical benefit premium, because of a change in their 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 their behalf because of such failure to notify, and this extra cost shall be deducted from the employee's wages.

14.4 The employer shall make available to the Union through the Health and Safety Committee or upon request, copies of any Supervisor's Report of Injury relating to its members.

14.5 Where employees are 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, they shall be paid by the Corporation the difference between their regular pay and the Board's award and the employees shall be paid such amount for the period of the award or until such time as the employees ceases to draw salary from the Corporation. If such employees are not eligible for Workers' Compensation, they shall receive sick leave pay according to this Agreement and the time off shall be deducted from their Sick Leave Credits.

Effective June 1, 1987, for new workers' compensation claims, where employees are 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, they shall be paid by the Corporation the difference between their regular net pay as calculated by the workers' compensation board and the board's award and the employees shall be paid such amount for the period of the award or until such time as the employee ceases to draw salary from the Corporation. Those payroll deductions not included in the calculation of regular net pay as calculated by the board will be deducted after the net is determined. Paid holidays specified in Article 1 I. I occurring during the workers' compensation absence will accumulate for observance only upon return to work.

ARTICLE 15 — GRIEVANCE PROCEDURE

15.1 (a) It is the mutual desire of the Corporation and

15.2 In the event of a grievance for an employee, the employee shall take the matter up within and not after

- (a) The time limits fixed in this Article and in Article 16 may be extended by consent of both parties to this Agreement.
 - (b) All meetings at which grievances are processed shall be held in camera.
 - (c) Employees who are covered by this Agreement shall be required to follow the procedures laid down in this Article. Any employee who appeals directly to any elected official shall thereby forfeit all rights under this Article and under Articles 16 and 17.
 - (d) A grievance under this Agreement shall be defined as any difference or dispute between the Corporation and any employee of 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 16 may be extended by consent of both parties to this Agreement.
- Notwithstanding Article 5.3, Stewards may have such time as is reasonably required during normal working hours to investigate grievances or employee complaints which may otherwise lead to grievances, and shall receive their regular pay for such absence, provided that permission is first obtained from their appropriate Management supervisor. Such permission will not be unreasonably withheld.
- The Union that all complaints and grievances shall be resolved as quickly as possible.

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 ten (10) 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.

15.3 The following is the procedure which shall be adhered to in processing grievances, save as otherwise provided in this Article and in Article 17:

Step No. 1

The employee shall discuss the matter with their appropriate Management Supervisor and an attempt shall be made to adjust the employee's complaint. At the request of either the appropriate Management supervisor or the employee, one member of the Union Grievance Committee shall be present during such discussion.

Step No. 2

If the complaint is not settled within and not after five (5) working days of the date of discussing the complaint with the employee's appropriate Management Supervisor (or if no decision is received from the employee's appropriate Management Supervisor within five (5) working days after such decision ought to have been given), the complaint shall be reduced to a written grievance and the aggrieved employee, and one member of the Union Grievance Committee, may formally submit the grievance to the Director of Human Resources. The Director of Human Resources, who may have the assistance of the employee's Department Head, or their nominee as required, shall take the matter up with the Grievor and the Grievance Committee member within ten (10) working days after the date of the presentation of the grievance to the Director of Human Resources. If the grievance is not

16.1 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 five (5) days inform the other party of the name of its appointee to the Arbitration Board. The () MO appointees so selected shall proceed to appoint a third person who shall be

ARTICLE 16 — ARBITRATION

- (c) An interdepartmental grievance filed by an employee 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 their absence to another officer of the Union. If any such grievance is not settled within fifteen (15) working days of the date of such delivery the Corporation may refer the grievance to Arbitration under Article 16.
 - (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.
- 15.4 (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.
- settled within that period of time, the Union may, within and not after twenty (20) working days after that date, refer the grievance to Arbitration under Article 16.

the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within fifteen (15) days, the appointment shall be made by the Ontario Ministry of Labour Office of Arbitration 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 Chairperson 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 Chairperson.

ARTICLE 17 —
DISCHARGE AND DISCIPLINE CASES

17.1 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.

17.2 (a) 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

ARTICLE 18 —
PROTECTION OF EMPLOYEE'S POSITION

18.1 The Corporation agrees that it will not put out for tender or contract or employ any person or persons or group of persons for any job now filled by any employee falling within the scope of this Agreement, so as to have the effect of depriving employees covered by this Agreement of their employment.

18.2 Technological Changes and Reorganization

- a) When the Corporation is considering introducing significant technological changes or reorganizations such that either the employment status or pay classification of employees covered by this Collective Agreement will be affected, the Corporation agrees to notify the union as far in advance as possible providing known details of the change and the foreseeable effects and repercussions on employees. Thereafter the employer agrees to notify affected employees. Such information will be updated as new developments arise or modifications to plans are made.
- b) Training Benefits — where, as the result of such change, new or greater skills are required than previously required, the Parties recognize the mutual responsibility both of affected employees and the employer to ensure that skills upgrading is undertaken. To that extent practicable in consideration of operating efficiencies, and giving special consideration to the senior affected employees, the Corporation will provide employees with opportunities during working hours to develop such skills within a reasonable

time frame. The Corporation will make reasonable efforts to develop a skills upgrading plan which may include external courses of instruction.

ARTICLE 19 —

CAR AND CLOTHING ALLOWANCE

19.1 Employees required to use their own cars on City business shall receive an allowance of (\$0.30) per kilometre. Effective January 1, 1998, the allowance shall be fixed at:

for the first 200 kms monthly \$.35 per km
for the next 300 kms monthly \$.32 per km
for kms beyond 500 monthly \$.30 per km

The Corporation shall designate the employees who are required to use their cars as aforesaid provided that upon one month's written notice to that effect, an employee will no longer be required to use their car on the Corporation's business and at the end of that month, car allowance will cease.

19.2 The Corporation agrees to provide at its own expense to active employees an issue of clothing and safety equipment CS set out in Schedule "B" of this Agreement.

19.3 The Joint Clothing Committee will determine the nature and specifications of such clothing and safety equipment.

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

19.5 The Corporation will pay \$100.00 per year, on a pro rata basis per month, to employees designated by the Corporation to carry heavy, dirty or bulky equipment in their personal automobiles while engaged in the Corporation's business.

19.6 The Corporation will provide at its expense prescription glasses for employees required to operate video display terminals, provided such glasses are prescribed, monofocular, and ground for the specific focal length required for such use. The Corporation's cost is restricted to the cost of the lens, and basic frames.

**ARTICLE 20 — UNION CONFERENCE,
CONVENTION OR SEMINAR**

20.1 Leave of absence with pay and without loss of seniority shall be granted to not more than 3 employees who are elected or appointed to represent the Union at a conference, convention or seminar which may include other conference, convention or seminar related Union business.

20.2 An employee who is elected or appointed to a full-time elected 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 two terms in office, which terms shall not exceed four consecutive years.

An employee who is selected or appointed to a full-time 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 their medical, hospital, pension and other benefits under this Agreement.

Upon the expiration of either of such types of leave of absence, employees shall resume duties with the Corporation, or shall be considered to have tendered resignation from the employ of the Corporation if they fail to return at that time.

- c) In the case of the death of a mother-in-law, father-in-law, grandmother, grandfather, JO more than 3 days with pay.
 - b) In the case of the death of an employee's sister or brother, step-sister JO step-brother; an employee shall be permitted to be absent for not more than 5 days with pay.
 - a) In the case of the death in the immediate family, namely; spouse; child, step-child; mother, step-mother; father, step-father an employee shall be permitted to be absent for not more than 5 days with pay.
- 22.1 Two members of the Union shall be given time off, with pay, to attend funerals of City employees.

ARTICLE 22 — BEREAVEMENT LEAVE

- 21.1 Employees who are summoned to serve as a juror or are required by writ of subpoena to appear in court shall be paid their regular pay for the time the employee is required to be in court, provided they present to the Corporation the process which required their presence in court and pays over to the Corporation the amount received by the employee as such juror or witness.
- 21.2 A Department Head may grant leave of absence without pay in case of personal emergency.
- 21.3 The Corporation will provide pregnancy and parental leaves in accordance with the Employment Standards Act, Province of Ontario.
- 21.4 Leave of absence shall be granted without pay to an employee required to attend a formal Hearing to become a Canadian citizen.

ARTICLE 21 — LEAVES OF ABSENCE

grandchild an employee shall be permitted to be absent for not more than 2 working days with pay, including the day of the funeral.

- d) For a relationship beyond that such as uncles, aunts, cousins, nephews, nieces, sisters-in-law and brothers-in-law, spouse's grandparents, the employee shall be permitted to be absent from work for one day with pay, for the purpose of attending the funeral and/or a memorial service for such relative.
- e) Where special circumstances arise, the time limits in this section (22.2) may be extended by up to two days at the discretion of the Department Head.

ARTICLE 23 — TEMPORARY ASSIGNMENT

23.1 The provisions of this Article apply when the Corporation proposes an appointment to a temporary assignment, by filling:

- (a) a permanent position on a non-permanent basis, or
- (b) a non-permanent position and it is agreed that the Corporation has the right to do either, in accordance with this Article.

23.2 A position is:

“non-permanent” if it has an anticipated duration of 24 months or less.

23.3 An employee is:

“non-permanent” if not entitled to seniority pursuant to this Collective Agreement.

23.4 Notice of a temporary assignment which has an anticipated duration of more than twelve (12) weeks shall be posted. Where possible, such notice shall state the anticipated duration of the temporary assignment.

23.5 Applications from permanent employees will be considered for posted temporary assignments in accordance with Article 8.2(a) and if successful the applicant subject to the trial period outlined in Article 8.3(a). It is noted that a permanent employee, appointed to a temporary assignment, subsequently successful for a second temporary assignment will give up all rights to the first temporary assignment.

23.6 The Corporation may hire a person to fill a temporary assignment:

- (a) if no permanent employee is appointed pursuant to the notice of temporary assignment.
- (b) if no notice of temporary assignment is required.

23.7 A temporary assignment which has not been posted shall not be continued past fifteen (15) weeks, or if revived within six (6) weeks of its expiry.

23.8 During the first thirty (30) weeks of employment in a temporary assignment, a non-permanent employee shall be paid in accordance with Schedule "A", and have the protection of Articles 2, 10, 11 and 17.4 of the Collective Agreement except as noted in sub-article 23.10. No other Article of the Collective Agreement applies. A non-permanent employee shall not be entitled to a lieu day holiday and shall, as a condition for other paid holidays, have worked the last working day before the holiday and the first regular working day after the holiday.

23.9 After the first thirty (30) weeks in a particular temporary assignment (provided employment continues in that particular assignment) a non-permanent employee shall be

covered by all terms and conditions of the Collective Agreement, except as noted in sub-article 23.10. Benefits once earned in accordance with this 30 week provision will continue, during any probationary period, providing there is no break in service

23.10 The following limitations apply to non-permanent employees:

- (a) no seniority is earned
- (b) The Corporation may, in its discretion, lay off or terminate the employment of a non-permanent employee:
 - (i) except that in the event of a disciplinary termination Article 17.4 shall govern.
 - (ii) without notice in the case of a temporary assignment which has not been posted.
 - (iii) upon five (5) working days notice in the case of a temporary assignment which has been posted and to which sub-article 23.8 applies.
 - (iv) upon ten (10) working days notice in the case of a temporary assignment which has been posted and to which sub-article 23.9 applies.
- (c) A non-permanent employee is not entitled to “bump” and may be bumped in the event of lay-off.
- (d) It is specifically noted that a non-permanent employee is not eligible to participate in the Ontario Municipal Employees Retirement System.

- (a) A permanent employee who bumps into a non-permanent position becomes a non-permanent employee governed by sub-article 23.8 except that:
 - (i) membership in OMERS must be continued
 - (ii) accumulated sick leave credits are frozen until seniority is restored or employment terminates, and
 - (iii) participation in the hospital and medical plans available to eligible employees may be continued at the employee's option and expense.
- 23.1 A non-permanent employee shall be deemed to be a permanent employee:
- (a) If the non-permanent position occupied becomes permanent, or
 - (b) If the employee is the successful applicant for a permanent position and successfully completes the probationary period outlined in Article 6.2, and shall thereafter be covered by all terms and conditions of the Collective Agreement with a deemed seniority date corresponding to the date of last hiring (employment shall not be considered interrupted by a lay-off of less than ten (10) working days) for the purpose of vacation credits, layoff, promotion, and sick leave credits only.
 - (c) Should an incumbent in a long term temporary position be the successful applicant for any permanent position, all less senior long term temporary employees working within the same position will shift forward in accordance with

their length of service to assume the permanency date of the next most senior long term temporary employee until the permanency date of the successful applicant is reached. Where the permanency date is the same, length of service will be determined by the original employment application date.

23.12 After twenty-four (24) months duration, a non-permanent position shall be deemed permanent and the incumbent in such position shall be confirmed in the position without posting.

ARTICLE 24 — PART TIME EMPLOYMENT

24.1 The Corporation may hire no more than four part-time employees per existing Department subject to the following provisions:

- (a) All part-time vacancies shall be posted in accordance with the provisions of Article 8 of this Agreement;
- (b) All terms of the Collective Agreement shall apply to successful applicants for part-time vacancies except that benefits, seniority, vacation and progression on the salary grid shall be pro rata based on hours worked annually.

24.2 A part-time employee is defined as an employee who is regularly scheduled to work up to twenty-one (21) hours per week and, may occasionally work more than twenty-one (21) hours per week to facilitate certain jobs. In no case will a part-time employee work more than 84 hours in two (2) consecutive pay periods.

27.1 The Corporation shall reimburse an employee 100% of the tuition cost of a course of instruction taken by such employee to better qualify them to perform their job. Such courses must be approved in writing by the employee's

ARTICLE 27 — EDUCATION ALLOWANCE

26.1 So long as this Agreement continues to operate, there will be no strikes or lock-outs as those terms are defined in The Labour Relations Act.

ARTICLE 26 — NO STRIKES OR LOCK-OUTS

25.1 The Union agrees that the Corporation has the right to employ Co-op Students under the Co-op Student Program recognized in Ontario Universities and Colleges throughout the calendar year.
The Union also agrees that the Corporation has the right to employ other students during the period from May 1 through September 30, inclusive, of each calendar year.
25.2 The rate of pay for a student shall be according to Schedule "A"; students shall not be covered by any of the other terms and conditions of this Agreement, save for Article 2, 10, 11 (including the Ilevu day, and provided the employee is at work on the last working day before and the first working day following, each of the other named paid holidays) and 12.
25.3 In the event the Corporation decides to reduce the numbers of the permanent staff complement, or, in the event the Corporation decides to not fill a vacancy or vacancies occurring in the permanent staff complement, it is agreed that such vacancy shall not be filled by the hiring of a Co-op or other student.

ARTICLE 25 — STUDENT EMPLOYMENT

Department Head prior to commencement. Reimbursement will be upon receipt of evidence of successful completion of the course and tuition paid.

27.2 If employees wish to take time off from work for attendance at a University, College or Institute to take a course of instruction oriented towards their work, the Department Head concerned may grant such time off providing the employees shall make the time up on an hour for hour basis, and further provided that such attendance will not interfere with the regular operation of the Department. Such time, if possible, shall be made up during the day in which the time is taken off, but in no instance shall the time be made up on a Saturday, Sunday or Holiday. If it is not possible for the employees to make up the time, they shall be paid on a pro-rata basis for the actual hours worked. Payment for such courses shall be in accordance with Article 27.1.

27.3 At the discretion of the Department Head, employees shall be allowed leave of absence without pay and without loss of seniority to upgrade their education.

ARTICLE 28 — LAY-OFF AND RECALL

28.1 Whenever a position is declared redundant or the Corporation proposes to reduce the work force without declaring positions redundant, the Corporation shall immediately notify the Union of its intention at the same time it provides the incumbent(s) with the notice of lay-off. The Corporation shall notify employees subject to layoff in accordance with the Employment Standards Act.

28.2 If the Corporation proposes to reduce the work force without abolishing positions, the Corporation shall give the incumbents of the positions which it proposes to make vacant notice of lay-off.

28.3 An employee who receives notice of lay-off may by Resources "bump" (displace) a less senior employee who occupies a position of equal or lower classification, provided that the employee has the necessary skill, ability and qualifications to perform the duties involved. No trial or training period shall be allowable on a bump but it is understood that any assessment shall be done in good faith and on a reasonable basis. A bumped (displaced) employee shall be given notice of lay-off and shall have the right to bump another employee on these same terms.

28.4 Recall shall be on the basis of seniority, qualifications, skill and ability. No new employee shall be hired while a qualified, skilled and able employee remains on lay-off.

28.5 Employees who are laid off will be retained on the seniority list for a period of twelve (12) months. If, during that period, they are recalled to work, they must signify their intention to do so within three (3) days (excluding Saturdays, Sundays and paid holidays) of the date of the notice of recall, and shall, in fact, return to work within a further five (5) days, or they shall forfeit their claim of employment and be deemed to have terminated their services. Employees have the right to decline a recall and shall remain on the seniority list with the same recall rights until the expiry of the 12 months from date of initial lay-off. Notice of recall shall be given by the Corporation by registered mail to their last address on record with the Human Resources Division. The delivery date of the post office will be the determining date with respect to giving notice of intention to comply with the recall request noting that no more than two weeks are to be allowed for receiving registered mail calculated from the date on which such letter is sent.

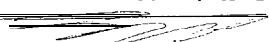
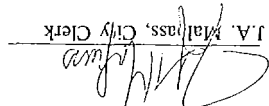
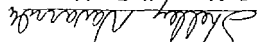
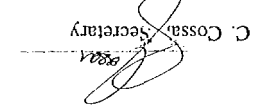
28.6 Any employee who has completed their probationary period and is laid off, may continue to participate in the hospital and medical plans available to the employee for a period of up to six (6) months, provided that the employee pays to the City Treasurer, the full premium cost of such participation, not later than the twenty-fifth (25th) day of the month prior to the month of which the payment becomes due. If such payment is not made as aforesaid, the employee's participation in these Plans shall be terminated forthwith. An employee who is recalled will be reinstated in the hospital insurance and medical plans immediately upon return to work. The premiums for all of the plans will be paid effective the first day back at work as if the employee has not been on lay-off. Premiums which were paid in advance by the employee will be recalculated so that the Corporation will pay on a pro rata basis for the period in the month during which the employee paid the full premium. The employee will be refunded the difference arising from the recalculation.

28.7 When temporary or probationary employees are returned to work in their former position after a layoff of not more than ninety (90) calendar days, they shall be paid at a rate not less than the rate they were receiving prior to layoff.

28.8 When employees are to be laid off, they shall be allowed reasonable time off during their last shift in order to attend to any personnel or pay related matters not yet settled.

ARTICLE 29 — GENERAL

29.1 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


 D. Haskett, Mayor

 J.A. Malpass, City Clerk

 S. Navaroli, President

 C. Cossa, Secretary

FOR THE CORPORATION: FOR THE UNION:

IN WITNESS WHEREOF the Parties have executed this Agreement as of the 11th day of May, 1998.

This Agreement shall be for a term of thirty-six (36) months, commencing on the 1st day of January, 1997, and ending on the 31st day of December, 1999, and thereafter in each succeeding year, subject to changes and amendments agreed to by both Parties in writing.

ARTICLE 31 — TERM OF AGREEMENT

JOB — A group or range of duties or tasks assigned to and performed by one or more individuals.

POSITION — A collection of tasks, duties and responsibilities regularly assigned to and performed by a single individual.

ARTICLE 30 — TERMS AND DEFINITIONS

29.2 The Union and the Corporation desire every employee to arrive at a Collective Agreement. shall bargain in good faith and make every reasonable effort to be familiar with the provisions of this Agreement and its 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 the cost of such printing shall be paid by the Corporation and one-half shall be paid by the Union.

SCHEDULE "A" — POSITION CLASSIFICATION AND SALARY SCHEDULE

EFFECTIVE JANUARY 1, 1998

Class Code	Position Title	Department	Year	EFFECTIVE JANUARY 1, 1998						
				Start	Months	1 Year	18 Months	2 Years	30 Months	
C0101	Mail and File Clerk	Community Services	Jan. 5, 1998	16,423	18,008	19,710	20,549	21,380	22,584	
C0103	Typist Clerk	City Clerk's	Jan. 4, 1999	16,587	18,188	19,907	20,754	21,594	22,810	
C0104	File Clerk	City Clerk's	Jul. 5, 1999	16,670	18,279	20,007	20,858	21,702	22,924	
C0304	Centrex Operator	City Clerk's	Jan. 5, 1998	18,887	20,776	22,868	23,853	24,853	26,670	
C0307	Office Clerk - Maintenance	Environmental Services	Jan. 4, 1999	19,076	20,984	23,097	24,092	25,102	26,937	
C0312	Support Clerk - Building	Planning and Development	Jul. 5, 1999	19,171	21,089	23,212	24,212	25,228	27,072	
C0313	Clerk - Committee of Adjust.	City Clerk's								
C0319	Students (No Evaluation)									
C0320	Clerk - Assessment	City Clerk's								
C0321	Corporate Support Services Clerk	City Clerk's								
C0330	Administrative Assistant -Administration	Community Services								
C0335	Casework Team Clerk	Community Services								
C0343	Account Processing Clerk	Environmental Services								
C0349	Tourist Counsellor	Tourism London								
C0350	Invoice/Typist Clerk	Environmental Services								
C0351	Parking Inquiry Clerk	Environmental Services								
C0352	support Clerk II	Finance and Administration								
C0353	Clerk - Lotteries II	City Clerk's								
C0354	Municipal Elections Clerk	City Clerk's								
C0355	Filing Clerk	Community Services								
C0356	Traffic Survey Clerk (Temp.)	Environmental Services								

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<u>Class Code</u>	<u>Position Title</u>	<u>Department</u>	<u>Year</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
C0404	Invoice & Processing Clerk	Finance and Administration	Jan. 5, 1999	20,120	22,335	24,811	26,053	27,316	28,713
C0412	Data Ent /Accounts Admini 3 ration	ClerkCommunity Services	Jan. 4, 1999	20,321	22,558	25,059	26,314	27,589	29,000
C0425	Divisional Admin. Assistant Facilities	Environmental Services	Jul. 5, 1999	20,423	22,671	25,184	26,446	27,727	29,145
C0440	Support Clerk - MIS	Finance and Administration							
C0442	Clerk Reception/Licensing	City Clerk's							
C0450	Parking Meter Collector/ Maintainer	Environmental Services							
C0452	Divisional Admin. Assistant -Buildin	Planning and Development							
C0453	Divisional Admin. Assistant Technical Services	Environmental Services							
C0455	Convention Clerk	Tourism London							
C0459	Administrative Assistant Economic Development	City Administrator's							
C0460	Financial Clerk	Community Services							
C0461	Administrative Assistant -Solid Waste	Environmental Services							
C0462	Custodian	Environmental Services							
C0463	Administrative Assistant - Sports	Community Services							
C0464	Receptionist Typist Clerk	Environmental Services							
C0465	Office Services Receptionist	Finance and Administration							
C0466	Data Entry Clerk -PCP Operations	Environmental Services							
C0468	Committee Clerk	City Clerk's							
C0470	Office Services Clerk	Environmental Services							
C0471	Administrative Assistant -Public Service	Environmental Services							
C0472	Sanitation Clerk	Environmental Services							
C0473	Senior Tourist Counsellor	Tourism London							
C0474	Divisional Admin. Assistant - Ontario Woks-London	Community Services							
C0475	Data Entry/Transfer Clerk	Finance and Administration							
C0476	Customer Service Rep.	Planning and Development							

<u>Class Code</u>	<u>Position Title</u>	<u>Department</u>	<u>Year</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
C0526	Lab Clerk - Pollution Control Engineering	Environmental Services	Jan. 5, 1998	21,334	23,749	26,413	27,769	29,128	30,757
C0527	Divisional Admin. Assistant . Public Service	Environmental Services	Jan 4, 1989	21,547	23,986	26,677	28,047	29,419	31,065
C0537	Laboratory Tech. Outside	Environmental Services	Jul. 5, 1999	21,655	24,106	26,810	28,187	29,566	31,220
C0538	Customer Service Clerk . Recreation and Programs	Community Services							
C0542	Divisional Admin. Assistant . Recreation and Programs	Community Services							
C0545	Clerk, Tax Adjustment	Finance and Administration							
C0546	Clerk Planning	Planning and Development							
C0547	Divisional Admin. Assistant . Transportation	Environmental Services							
C0548	Social Services Clerk	Community Services							
C0549	Office Clerk Fleet Services	Environmental Services							
C0550	Support Clerk I Purchasing	Finance and Administration							
C0551	Budget Clerk	Finance and Administration							
C0552	Operations Services Clerk	Environmental Services							
C0553	Admin. Assistant Realty	Legal Services							
C0558	Divisional Admin. Assistant Wastewater	Environmental Services							
C0559	Admin. Assistant-By-law Enforcement	Planning and Development							
C0561	Parking Enforcement Officer	Environmental Services							
C0562	Customer Service Rep Building	Planning and Development							
C0563	Admin. Assistant Finance	Finance and Administration							
C0565	Customer Service Clerk Revenue	Finance and Administration							
C0566	Divisional Admin. Assistant Subdivision and Development	Environmental Services							
C0567	Cashier Parking	Environmental Services							
C0568	Senior File Clerk	City Clerk's							

<u>Class Code</u>	<u>Position Title</u>	<u>Department</u>	<u>Year</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
C0609	Senior Cashier	Finance and Administration	Jan. 5, 1998	22,577	25,169	28,054	29,514	30,978	32,800
C0612	Administrative Clerk	Community Services	Jan. 4, 1999	22,803	25,421	28,335	29,809	31,288	33,128
C0626	Case Assistant	Community Services	Jul. 5, 1999	22,917	25,548	28,477	29,958	31,444	33,294
C0628	Senior Election Clerk	City Clerk's							
C0635	Collection Clerk	Finance and Administration							
C0638	Divisional Admin. Assistant Maintenance	Environmental Services							
C0639	Corporate Services Assistant	City Clerk's							
C0640	Laboratory Technician - Inside	Environmental Services							
C0643	Documentation Clerk	City Clerk's							
C0644	Personnel/Payroll Services Control Clerk	Environmental Services							
C0645	Clerk - By-laws	City Clerk's							
C0646	Clerk - Local Improvement	City Clerk's							
C0647	Clerk. Zoning	City Clerk's							
C0648	Accounts Receivable Clerk	Finance and Administration							
C0649	General Accounting Clerk	Environmental Services							
C0651	Admin. Clerk - Water	Environmental Services							
C0652	Admin. Assistant-Pollution Control - Operations	Environmental Services							
C0653	Divisional Admin. Assistant -Security	Environmental Services							
C0654	Tax Certificate Clerk	Finance and Administration							

Class Code	Position Title	Department	Year	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
C0920	Stores Supervisor	Finance and Administration	Jan 5, 1998	27,686	30,536	33,708	35,117	36,654	38,124	38,929
C0928	Technical Services and Inspection Technician	Environmental Services	Jan 4, 1999	27,963	30,841	34,045	35,529	37,021	38,505	39,318
C0931	Waterworks Inspector	Environmental Services	July 5, 1999	28,103	30,995	34,215	35,707	37,206	38,698	39,515
C0933	Caseworker	Community Services								
C0934	Accounts Payable Supervisor	Finance and Administration								
C0935	Supervisor Reception and Licensing	City Clerk's								
C0937	Office Systems/Project Co-ordinator	Community Services								
C0939	Technician Maintenance	Environmental Services								
C0940	Technician Public Service	Environmental Services								
C0941	Technician Solid Waste	Environmental Services								
C0942	Municipal Law Enforcement Officer	Planning and Development								
C0944	Farms Analyst	Finance and Administration								

Class					6	1	2	3	4	5
<u>Code</u>	<u>Position Title</u>	<u>Department</u>	<u>Year</u>	<u>Start</u>	<u>Months</u>	<u>Year</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>
C1001	Engineering Aide I	Environmental Services	Jan. 5, 1998	28,920	31,958	35,281	36,840	38,373	39,954	40,973
C1004	Planner I	Planning and Development	Jan. 4, 1999	29,209	32,278	35,634	37,208	38,757	40,354	41,383
C1011	Traffic Programmer Analyst	Environmental Services	Jul. 5, 1999	29,355	32,439	35,812	37,394	38,951	40,556	41,590
C1029	Job Developer	Community Services								
C1033	Computer Repair Technician	Finance and Administration								
CI 034	Collector - Realty Tax	Finance and Administration								
C1035	Travel Trade Co-ordinator	Tourism London								
C1036	Buyer	Finance and Administration								
C1037	Collector Business Taxes	Finance and Administration								
C1038	Sales and Marketing Assistant	City Administrator's								
C1039	Committee Secretary	City Clerk's								
C1040	Current Budget Officer	Finance and Administration								
C1041	Development and Zoning Officer	Planning and Development								
C1042	Technician - Pollution Control	Environmental Services								
CI 043	Technician - Subdivision and Devel.	Environmental Services								
C1044	Design Technician - Transportation	Environmental Services								
C1045	MMS Co-ordinator	Environmental Services								
CI 047	Traffic Signal Technician	Environmental Services								
C1048	Architectural Plans Examiner I	Planning & Development								
C1050	Supervisor-Support Services	Community Services								

Class					6	1	2	3	4	5
<u>Code</u>	<u>Position Title</u>	<u>Department</u>	<u>Year</u>	<u>Start</u>	<u>Months</u>	<u>Year</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>
C1203	Landscape Planner	Planning and Development	Jan. 5, 1998	31,376	36,684	38,429	40,144	41,864	43,572	45,059
C1211	Technologist Traffic Operations	Environmental Services	Jan. 4, 1999	31,690	37,051	38,813	40,545	42,283	44,008	45,510
C1215	Supervisor Computer Operations	Finance and Administration	Jul. 5, 1999	31,848	37,236	39,007	40,748	42,494	44,228	45,738
CI 217	Water Technologist Maintenance	Environmental Services								
C1220	Accounting Supervisor	Finance and Administration								
C1221	Capital Budget Officer	Finance and Administration								
C1222	Supervisor Revenue	Finance and Administration								
C1223	Supervisor Taxation	Finance and Administration								
C1224	Special Caseworker I	Community Services								
C1225	Plan/Building Inspector	Planning and Development								
C1226	Technologist Drainage	Environmental Services								
C1227	Business Systems Analyst	Finance and Administration								

Class	Position Title	Department	Year	Start	Months	Year	1	2	3	4	5
C1306	Parking Enforcement Supervisor	Environmental Services	Jan. 5, 1998	32,555	38,156	39,964	41,773	43,600	45,399	47,102	
C1307	Technologist - Water/Sewer	Environmental Services	Jan. 4, 1999	32,881	38,538	40,364	42,191	44,036	45,853	47,573	
C1308	Road Technologist - Maintenance	Environmental Services	Jul. 5, 1999	33,045	38,731	40,566	42,402	44,256	46,082	47,811	
C1310	Technologist - Subdivision and Development	Environmental Services	Jul. 5, 1999	33,045	38,731	40,566	42,402	44,256	46,082	47,811	
C1311	Senior Property Appraiser and Development	Legal Services									
C1312	Planner II	Planning and Development									
C1313	Senior Traffic Signals Technologist	Environmental Services									
C1315	Senior Design Technologist (Transportation)	Environmental Services									
C1316	Research Specialist	Community Services									
C1317	Chemist	Environmental Services									
C1318	Property Standards Officer	Planning and Development	Jan. 5, 1998	33,820	39,713	41,606	43,518	45,399	47,311	49,145	
C1401	Senior Planner	Planning and Development	Jan. 5, 1998	33,820	39,713	41,606	43,518	45,399	47,311	49,145	
C1402	Heritage Planner	Planning and Development	Jan. 4, 1999	34,158	40,110	42,022	43,953	45,853	47,784	49,636	
C1404	Landscape Architect/Parks Planner	Planning and Development	Jul. 5, 1999	34,329	40,311	42,232	44,173	46,082	48,023	49,884	
C1405	Technologist - Pollution Control Engineering	Environmental Services	Jul. 5, 1999	34,329	40,311	42,232	44,173	46,082	48,023	49,884	
C1406	Assessment Review Officer City Clerks	Environmental Services									
C1407	Senior Transportation Systems	Environmental Services									
C1408	Environmental Planner	Planning and Development	Jan. 5, 1998	35,217	41,360	43,357	45,353	47,298	49,294	51,188	
C1501	Senior Technologist - Water/Sewer	Environmental Services	Jan. 5, 1998	35,589	41,774	43,791	45,807	47,771	49,787	51,700	
C1502	Senior Technologist - Subdivision and Development	Environmental Services	Jan. 4, 1999	35,589	41,774	43,791	45,807	47,771	49,787	51,700	
C1503	MIS Service Co-ordinator	Finance and Administration	Jul. 5, 1999	35,747	41,983	44,010	46,036	48,010	50,036	51,959	

**THIS IS SCHEDULE "B" TO THE WITHIN
COLLECTIVE AGREEMENT**

The following are particulars of the Clothing and Safety
Equipment and frequency of issue:
Environmental Services or Planning and Development
Department
Environmental Services Staff and Planning and Development
Staff as designated by the Corporation.

<i>Article</i>	<i>Number</i>	<i>Frequency</i>
Safety Shoes	1	As Required, no more frequently than 24 months
Safety Boots, Leather Bush or thermal	1	As required and no more frequently than 24 months
The following will be provided as required:		
Knee Pads Rubber Boots Rubber's Lamp Safety Goggles	Rain Suits Gas Detectors Rubber Overshoes Safety Glasses (Prescription)	Hard Hat & Liner Gloves Coveralls Safety Vests
The cost of the undemoted item shall be shared equally by the Corporation and the employee receiving the item.		As required
Parka		As required

Article	Number	Frequency
Custodial Staff		
Safety Shoes	1	As required and no more frequently than 24 months
Shop Coats	1	As required
Wash & Wear		
- Shirts	3	May 1 st
- Trousers or	3	May 1 st
- Ladies pantsuits	3	May 1 st
Parking Meter Staff		
<u>Summer Issue:</u>		
Jacket	1	As required
Blouses/Shirts	3	May 1 st
Skirts/Slacks	2	As required
Ties	2	As required
Raincoat/Rainsuit	1	As required
Spring & Fall Overcoat	1	As required
Hat	1	As required
Safety Shoes/Police Boots	2	As required and no more frequently than 24 months
Uniform Purse	1	As required
<u>Winter Issue:</u>		
Shirts/Turtle Neck	3	Oct 1 st
Sweaters		
Blouses/Turtle Neck Sweaters	3	Oct 1 st
Rubber Overshoes/	1	As required and no more frequently than 24 months
Winter Boots		
Slacks	2	As required
Winter Hat	1	As required
Hooded Parkas	1	As required
Gloves (lined winter)	1	As required
Shop Coat	1	As required
Environmental Services - Laboratory Staff		
Shirts	3	Annually
Pants	3	Annually
Lab Coat	1	Annually

“As required” in this schedule means replacement that is necessary as a result of normal wear and tear, and subject to applicable administrative procedures. Where frequency of issue is defined by date, this issue shall occur by that date or as soon as practical thereafter.

Article	Number	Frequency
Finance & Administration		
<i>Stores Staff</i>		
<i>Summer Issue:</i>		
Safety Shoes	1	As required and no more frequently than 24 months
Shop Coats	2	As required
Shirts	3	May 1 st or as required
Stacks	2	As required
<i>Winter Issue:</i>		
Parkas	1	As required
Raincoat and Hat	1	As required
Safety Glasses (Prescription)	1	As required
Safety Boots or Winter Overshoes	1	As required and no more frequently than 24 months

May 11, 1998


CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL UNION 101
London, Ontario


Ms. Shelley Navaroli, President,
c/o Ms. Cindy Cossar, Secretary,
C.U.P.E., Local 101,
City Hall.

Dear Ms. Navaroli:

The Corporation agrees that all rights, benefits and privileges
which the employees now receive or possess shall continue to
be enjoyed, possessed and held by the employees, as provided
in the 1997-1999 Collective Agreement.

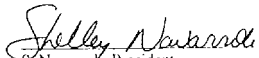
This letter shall form part of the Collective Agreement

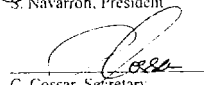

J. A. Malpass, City Clerk


D. Haskett, Mayor

LEGAL	
DEPT.	
S. OF L.	
DATE	May 14 1998

BY HAND
ACKNOWLEDGED: (LOCAL 101)


S. Navaroli, President


C. Cossar, Secretary

APPENDIX "A"
RETIREE BENEFITS

A retiree is defined as either an employee who is retiring and who is eligible to receive a non-actuarially 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 CS applicable.

— eligibility to participate in the Plan ceases at age 65 for any person insured.

— 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 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.

APPENDIX 'B'

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 Short-term disability benefits.

BENEFIT LEVEL 70% of salary at the time of disability.

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 70% 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.

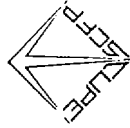
PRE-EXISTING CONDITIONS

This clause is waived.

OWN OCCUPATION	2 years own occupation. Beyond that, any occupation. Also the L.T.D. Plan provides for a two year rehabilitation period with a 50% benefit level.
NERVOUS AND 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	October 1, 1985.

- . LEAVES OF ABSENCE
- . ONTARIO WORKS PROGRAM
- . CHRISTMAS CLOSURE PERIODS

LETTERS OF UNDERSTANDING



LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 101

(Local 101)

A N D

THE CORPORATION OF THE CITY OF LONDON

(The City or The Corporation)

Whereas Local 101 has filed grievance Policy 7-96 relating to the granting of leaves of absence;

And whereas the Parties wish to resolve this dispute without the need for litigation;

They hereby agree as follows:

1. This agreement relates solely to the granting of leaves of absence for personal reasons, which are not emergencies. Emergency leaves of absence shall still be governed by Article 21.2 and the remainder of the Collective Agreement.
2. Notwithstanding any provision of the Collective Agreement between Local 101 and the City which restricts the granting of leaves of absence, an employee who desires a leave of absence without pay for personal reasons shall make a request in writing to the applicable department head, as far in advance as possible, setting out the time period for which the leave is requested.
3. Having regard to all the circumstances surrounding the request including its operational requirements, the Corporation may, pursuant to the Letter of Understanding, in its discretion grant an employee a leave of

- absence without pay for personal reasons in accordance with this agreement.
4. The City shall not grant personal leaves of absence exceeding twelve (12) consecutive months. In addition, the City shall not grant any employee more than eight (8) personal leaves which last one (1) day or more and less than five (5) days per calendar year.
 5. Notwithstanding the provisions of the Collective Agreement, group insurance benefits, seniority, service accumulation, the payment of holiday pay, and the earnings of vacation credits shall cease thirty (30) days after the commencement of the leave of absence and will not resume until the employee returns to active employment, except as provided below.
 6. Employees who take a personal leave of absence which is in excess of thirty (30) consecutive calendar days, and who wish to continue group health and dental benefits may do so at their LIMO cost by requesting in writing that all or certain benefits be continue and making payment of the applicable premiums to the City in advance.
 7. The granting of leaves of absence pursuant to this Letter of Understanding shall not interfere with the scheduling of planned vacation pursuant to Article 12.6.
 8. Employees who have not commenced leaves of absence which were approved prior to the date of this agreement, shall be notified by the Corporation that their leave of absence will be reconsidered by the Corporation and dealt with in accordance with this Letter of Understanding.
- Employees who have requested leaves on the basis of the pre-existing practice shall have the right to withdraw

- position of an employee who is on a leave of absence;
- position of an employee who has been laid off and has recall rights under a collective agreement;
- position currently held by an employee;

Examples:

- Placements must not displace on paid employment within the bargaining unit;
- Placements will not violate any Collective Agreement provision governing the assignment of work;
- No Ontario Works program placements will be made outside of the provisions of the Collective Agreement;
- Notwithstanding the scope of Article 18 of the Collective Agreement, both parties agree that:
 1. This agreement relates solely to the impact of the Ontario Works program relative to Article 18 of the Collective Agreement, or to other similar programs which may be instituted by the Local, Provincial or Federal government.
 2. Notwithstanding the scope of Article 18 of the Collective Agreement, both parties agree that:
 - The parties hereby agree CS follows, on the understanding that "employees" refers to employees governed by the Local 101 Collective Agreement.

The Corporation of the City of London
and
The City of The Corporation)

Canadian Union of Public Employees, Local 101
(Local 101)

BETWEEN:

LETTER OF UNDERSTANDING

- a collective of duties previously held by employees, within a minimum of three years.

Signed this 2nd day of December, 1997.

For the Corporation

Led Normade
[Signature]
[Signature]
[Signature]

For the Union

Shelly A. [Signature]
Mike H. Kluge
[Signature]
[Signature]

entitled in the event of a declaration of closure, but that any such period except as per Article 12.4 will not be otherwise be entitled to sick disability payments during 5. It is specifically agreed that employees who would not receive pay for the period of closure.

4. Except as noted in 3. above, all employees not required to provide essential services shall be considered to be temporarily laid off for the period of closure, and shall not receive pay for the period of closure.

3. Employees may use time owing in the form of vacation time or accumulated time in any of overtime, compensatory time to continue pay during this period;

2. In the event of such declaration, all operations except those deemed essential by the employer will be halted;

1. Council may, in its sole discretion, decide on a closure during any or all of the Christmas closure periods.

CS Christmas closure period):

for the term of the 1997 - 1999 collective agreement (known operations between Boxing Day and noon of New Year's Eve respect to closures of City Hall and related facilities and/or "The Employer" and "The Union" agree to the following with

facilities applicable to CUPE Local 101
RE: Christmas Closure Periods - City Hall and related

(The Employer)

THE CORPORATION OF THE CITY OF LONDON

AND

(The Union)

LOCAL 101

CANADIAN UNION OF PUBLIC EMPLOYEES,

BETWEEN:

LETTER OF UNDERSTANDING

employees who would otherwise be entitled to STD, LTD or WCB related benefits will remain entitled during any periods of closure.

- Grievances or other actions taken by the union with respect to Christmas closure periods shall be limited to those dealing with the application of this agreement.

Christmas Closure Periods

- This agreement is made without precedent or prejudice, particularly with respect to either Party's rights at the conclusion of the agreement.

Signed this 2nd day of December, 1997

For the Corporation

W. B. Lane
A. H. J.
Barbara J. Lane

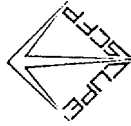
For the Union

Shelley Abramski
Barbara J. Lane
John J. Lane
Marianne Gulek

*Shelley Abramski for
Ken Charley
National Representative -
CUPE*

This appendix to the Collective Agreement between the Corporation and CUPE Local 101 addresses the specific rights, benefits, contractual and statutory obligations concerning Local 101 employees who were transferred from the London Public Utilities Commission. The following provisions modify and take precedence over any conflicting references in the main Collective Agreement. For the purposes of clarity, the affected employees are listed in Schedule "A" of the Appendix.

APPENDIX AGREEMENT "1"
Employees Transferred From The Former Public Utilities Commission



12.02 Vacations

Three (3) weeks after one (1) 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.

ARTICLE 13 — HOURS OF WORK

Except as otherwise provided for in this Agreement, the normal work week and the normal work day shall be as follows:

13.01 Normal Work Week

- (a) 40 Hour Employees:
Five (5) days, Monday to Friday inclusive, eight (8) hours per day, totalling forty (40) hours per week.

If an individual employee works less than five (5) occasional shifts in any pnp period, all hours worked during the normal overtime rate, CS set out in Article 14.01.

Saturday or paid holidays shall be paid at the applicable Saturday or paid holiday. All hours worked beyond 0800 hours shift started the day before may continue until 0800 hours Saturday, Sunday and paid holidays, except that an occasional scheduled for less than three (3) consecutive days excluding Occasional shifts for any individual employee shall not be Article 14.01, is paid.

Sunday, unless the applicable overtime rate, as set out in and 2400 hours Saturday and 0001 hours and 2400 hours Occasional shifts shall not be worked between 0800 hours to work out of their normal hours to facilitate certain jobs.

An occasional shift involves employees normally working a normal work day, but who may be required at various times

Occasional Shifts

to work out of their normal hours to facilitate certain jobs.

manager.

lunch period as determined by the department

including a one-half (1/2) hour or one (1) hour

scheduled between 8:15 AM and 4:30 PM,

Seven and one-quarter (7 1/4) hours to be

36 1/4 Hour Employees:

(b)

including a one-half (1/2) hour lunch period.

40 Hour Employees:

(a)

Eight (8) hours between 7:30 AM and 4:00 PM,

13.02 Normal Work Day

thirty-six (36) and one-quarter (36 1/4) hours per week).

and one-quarter (7 1/4) hours per day, totalling

36 1/4 Hour Employees:

(b)

Five (5) days Monday to Friday inclusive, seven

pay period, excluding paid holidays and overtime hours, shall have the appropriate shift bonus added for the whole pay period.

An occasional shift worker returning to normal day work as per 13.02 shall not require the minimum sixteen (16) hours off between the time he or she finishes the occasional shift and returns to his or her normal day work.

Notice of required occasional shift work shall be given within the hours of the third regular shift of the employee, prior to the working of the employee's scheduled occasional shift.

Overtime — Shift Workers

Except as otherwise provided for in this Agreement, time worked in excess of the regularly scheduled shift — eight (8) hours per shift for forty (40) hour scheduled employees and seven and one-quarter ($7\frac{1}{4}$) hours per shift for thirty-six and one-quarter ($36\frac{1}{4}$) hour scheduled employees — shall be at the rate of double time.

Shift Day

All hours of a shift shall be deemed to be included in the calendar day in which the shift started.

Lunch Periods

Lunch periods shall be scheduled by management but a shift employee will not be required to work more than five (5) continuous hours without a lunch break.

Shift Bonus

Shift Bonus shall be paid in accordance with Article 14.03.

At no time shall shift bonus and overtime rates be paid for the same hours.

ARTICLE 14 — PREMIUM PAY

14.01 Overtime

Except as otherwise provided for in this Agreement, time worked in excess of the normal day, as defined in Article 13, shall be at the rate of double time.

Paid holidays shall be paid for at straight time unless otherwise agreed upon. Work done on paid holidays shall be paid at double time in addition to the regular holiday pay.

No payment shall be made for any overtime of less than one-quarter (1/4) hours straight time continuous with regular working hours, e.g. ten (10) minutes at double time equals twenty (20) minutes and no payment; fifteen (15) minutes at double time equals thirty (30) minutes and payment shall be made.

14.02 Call-out

A minimum of (2) hours at the applicable premium rate, or the actual time worked at the applicable premium rate, whichever is greater, shall be paid for any call answered after the regular working hours except for any call answered within (2) hours of the completion of the previous call, the time shall be considered continuous. Time shall be calculated from the time the employees leave their homes until they return for those employees designated on stand-by, trouble service, or supervisor. For employees directed to report to their work headquarters, time shall be calculated from the time of reporting until they return to their work headquarters or their homes as directed by their immediate supervisor.

Employees living outside the boundaries of the City shall not be paid traveling time when answering a call-out.

Any answer answered in the one hour preceding the one hour following the employee's normal work day shall not be

considered a call-out but time worked shall be paid applicable overtime premium rate.

14.03 Shift Bonus

Established shifts shall be bonused in accordance with the following:

Occasional Shifts -- 80 cents per hour worked

14.06 Meal Allowance

The management shall not require 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 reimbursed for reasonable meal expenses during this period by management. and every four (4) hours thereafter.

If employees prefer not to have this meal. the management is excused from this obligation.

14.07 Notice of Overtime

The management will endeavour to give employees required for planned overtime work, which is to be performed outside the normally scheduled hours, at least twenty (20) hours advance notice of such planned overtime during the normal work week and not later than Friday before noon for weekend overtime work.

14.08 A minimum of one (1) hour at the applicable premium rate. or the actual time worked at the applicable premium rate. whichever is greater, shall be paid for all week-end planned overtime whether worked or not unless notice of cancellation is given not later than twenty-four (24) hours previous to scheduled starting time of work.

23.03 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 C U "absentee slip" shall be completed by the employee.

23.02 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 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 she shall make such notification as soon as possible.

23.01 Sickness and non-occupational accident benefits shall be paid to permanent employees. No benefits under this Article shall be payable if the employee is disabled as a result of sickness or an accident for which the employee is entitled to receive benefits under The Workers' Compensation Act.

ARTICLE 23 — SICK AND ACCIDENT PLAN

22.01 The Corporation shall pay \$110.00 per year to permanent employees in classifications designated by management to purchase approved safety footwear. Employees in these designated classifications shall wear approved safety footwear during working hours as a condition of employment. Permanent employees in the designated classifications as of January 1st each year shall receive this payment.

ARTICLE 22 — SAFETY FOOTWEAR ALLOWANCE

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.

23.04 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.

23.05 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 (40) hour schedule and three and one-half ($3\frac{1}{2}$) hours or more for employees in the thirty-six and one-quarter ($36\frac{1}{4}$) hour schedule.

23.06 Permanent employees 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 (2) 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.

ARTICLE 24 — MEDICAL PLANS

24.01 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 T-4 and Medex with integrated non-deductible drug plan or equivalent
- Green Shield #9 Dental Plan or equivalent with 1993 O.D.A. rates; Rider to include caps and crowns with annual maximum of \$1000.00 with 50/50 co-payment and a rider to include orthodontic services with lifetime maximum of \$1000.00 with 50/50 co-payment.
- Vision Care Plan providing for \$200.00 each two (2) year period
- Long Term Disability Plan, three (3) year own occupation for permanent employees

24.02 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 each two (2) year period

- Green Shield Supplementary Plan or equivalent for semi-private care
- Green Shield Extended Health Care Plan T-4 and Medex with integrated non-deductible drug plan or equivalent
- Green Shield #9 Dental Plan or equivalent with 1993 O.D.A. rates Rider to include caps and crowns with annual maximum of \$1000.00 with 50/50 co-payment, and a 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)

24.03

- (a) The following shall apply only when the employee is in receipt of L.T.D.I. benefits or Workers' Compensation benefits.
- (b) Management shall apply for a disability waiver of premium for Life Insurance and O.M.E.R.S. pension in Article 26.
- (c) The Corporation shall continue the payment of medical premiums in Article 24.01 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).
 (d) 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.
 (e) 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.
 (f) 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.
 24.04 (a) All of the insurance mentioned in this Article and in Article 26 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.
 (b) Every employee shall be fully responsible for keeping the Human Resources Division informed of changes in marital status or number of dependents. 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 Division of such change, shall be responsible for

the extra premium expense paid by the Corporation on his or her behalf.

ARTICLE 25 — WORKERS' COMPENSATION

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, provided that the employee shall receive initial treatment from a qualified medical practitioner. Any Workers' Compensation payments received for this period shall be paid over to the Corporation by the employee.

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

ARTICLE 26 — PENSION AND INSURANCE PLANS

26.01 An employee shall retire on the last day of the month in which his or her 65th birthday occurs. However, any person past the age of sixty-five (65) may be hired as a temporary employee.

26.02 (a) The Corporation and the employees shall participate in the Ontario Municipal Employees Retirement System and Canada Pension Plan as established.

(b) Effective January 1, 1977 for employees who retire after January 1, 1977, the Corporation shall provide an O.M.E.R.S. Type I Past Service Supplementary Pension — 2% formula — normal retirement age of sixty-five (65) years, with the total cost paid by the Corporation.

- (c) Effective January 1, 1981, 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.
- (i) on or after his or her normal retirement date, or
- (ii) within ten (10) years before his or her normal retirement date if the employee has completed thirty (30) years of service with the Commission.
- 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 employment with the P.U.C. 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 the immediate supervisor six (6) months notice for orderly planning to take place.
- 26.03** The Corporation and permanent employees shall participate in a plan identical to the Municipal Hydro Group Life Insurance Plan at December 31, 1992.

ARTICLE 27 —
UNEMPLOYMENT INSURANCE PREMIUM

27.01 The Corporation shall pay the employee's share as well as the employer's share of the cost of Unemployment Insurance Premiums for employees having completed six (6) months continuous service.

27.02 It is agreed that the terms of this agreement satisfy all legislative requirements related to the Unemployment Insurance Premium Reduction.

APPENDIX SCHEDULE "A"

Collective Agreement provisions are governed by the Appendix for the following employees:

Paul Marshall	William Kleiber
Steve Robinson	Jane Peters
Greg Traquair	Ralph Thornton
Michael Turner	Debra Rex
Janice Glover	Vickey Matias
Susan Sauer	Judy Withers
Mary Helen Denomme	John Blancher
Allan Taylor	Tim Romard
Carol Hillon	George Negas
Bob Hannah	Cindy Verity
Cyril McReady	Linda D'Oria
Susan Ryster	Karen Hayler
Maria Smith (Claro)	Marilyn Gall (Steeves)
Debbie Melo	Cathy Bond
Susan Nagy	Jackie Martin
Sherry Parnall	Carole Hutchinson
Dave Senay	Jeff Kutcha
	Sharon Heidrich

Not employed at the time of signing:

Pat Cleary (Resigned)
Gerald Burchill (Retired)
Francis Mathews (Resigned)
Maria Johnson (Resigned)
Cecil Henry (Retired)
Doreen Pickles (VanBreda) (Retired)
Ron Forth (Retired)
Vic Arsenault (Retired)
Wayne McKeown (Retired)
Lavonne Maize (Curran) (Resigned)



APPENDIX AGREEMENT "2"

**FORMER TOWN OF WESTMINSTER
EMPLOYEES BENEFITS**

BENEFITS AT A GLANCE At December **31, 1992**
 CITY OF LONDON - LOCAL **101** Former Town of Westminster Employees

107

Benefits	Coverage Highlights
<u>HEALTH CARE BENEFITS</u>	
Extended Health	
Semi-Private	- no deductible
Drugs	- no deductible
Vision	- \$200/24 months
Hearing Aid Benefit	- no deductible; unlimited
Other EHC Benefits	- no deductible
Dental	
Basic Plan 9	- current fee guide
Space Maintainers	- unlimited
Travel Plan	- Deluxe Travel
Overage Coverage	- to any age (dependent student)

BENEFITS AT A GLANCE At December **31, 1992**
 CITY OF LONDON - LOCAL **101** Former Town of Westminster Employees

Benefits	Coverage Highlights
<u>LIFE INSURANCE</u>	
Employee Life Insurance	<ul style="list-style-type: none"> - 2 x annual earnings, maximum \$500,000 - part-time employees: \$10,000
Accidental Death & Dismemberment Insurance	<ul style="list-style-type: none"> - 2 x annual earnings, maximum \$250,000 - see Schedule of Losses
Dependent Life Insurance	spouse \$5,000, children \$2,500

BENEFITS AT A GLANCE At December **31, 1992**
 CITY OF LONDON - LOCAL **101** Former Town of Westminster Employees

601

Benefits	Coverage Highlights
<u>WAGE LOSS REPLACEMENT</u>	
Sick Leave	<ul style="list-style-type: none"> - 1.5 days/month cumulative, no ceiling, no cash value.
Long Term Disability	<ul style="list-style-type: none"> - if away 10 days in a month, no credit for that month - following expiration of sick leave credits or 120 days, whichever is greater - $66\frac{2}{3}\%$ 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

BENEFITS AT A GLANCE At December **31, 1992**
 CITY OF LONDON - LOCAL **101** Former Town of Westminster Employees

10

Benefits	Coverage Highlights
OMERS PENSION	<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
PAID HOLIDAYS	10 statutory & civic holidays <ul style="list-style-type: none"> - one-half working day preceding Christmas Day - one-half working day preceding New Year's Day

BENEFITS AT A GLANCE At December **31, 1992**
 CITY OF LONDON - LOCAL **101** Former Town of Westminster Employees

Benefits	Coverage Highlights
VACATION	<ul style="list-style-type: none"> - 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 - 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 -$\frac{1}{2}$ of the normal monthly credit if date of employment is from the 16th to the end of the month

BENEFITS AT A GLANCE At December **31, 1992**
 CITY OF LONDON - LOCAL **101** Former Town of Westminster **Employees**

112

Benefits	Coverage Highlights
PROFESSIONAL & LICENSE FEES	<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 At December **31, 1992**
 CITY OF LONDON - LOCAL **101** Former Town of Westminster Employees

113

Benefits	Coverage Highlights
LEAVE OF ABSENCE	
Bereavement Leave	<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
Jury/Subpoena	<ul style="list-style-type: none"> - 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

BENEFITS AT A GLANCE At December **31, 1992**
 CITY OF LONDON - LOCAL **101** Former Town of Westminster Employees

Benefits	Coverage Highlights
<p>Pregnancy/Parental</p> <p>Compassionate Leave</p>	<ul style="list-style-type: none"> - 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><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 **101** Former Town of Westminster Employees

115

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
Retiree Benefits	
Health	100 % employee paid
Life Insurance	100 % employee paid



APPENDIX AGREEMENT "3"

**FORMER MIDDLESEX COUNTY
EMPLOYEES BENEFITS**

BENEFITS AT A GLANCE at December **31, 1992**
 CITY OF LONDON - Local **101** Former County of Middlesex Employees

117

Benefits	Coverage Highlights
<u>HEALTH CARE BENEFITS</u>	
Extended Health Care	
Semi-Private	- no deductible
Drugs	- no deductible
Vision	- \$150/24 months
Hearing Aid Benefit	- no deductible, unlimited
Other EHC Benefits	- no deductible
Dental	
Basic Plan 9	- current fee guide
Space Maintainers, Pit & Fissure Sealants	- unlimited
Travel Plan	- deluxe travel, Out of Province - elective (OHIP to OMA)
Overage Coverage	- to any age (dependent student)

BENEFITS AT A GLANCE at December **31, 1992**
 CITY OF LONDON - Local **101** Former County of Middlesex Employees

Benefits	Coverage Highlights
<u>LIFE INSURANCE</u> Employee Life Insurance Accidental Death & Dismemberment Insurance Dependent Life Insurance	- 1½ x annual earnings, maximum \$500,000 - equal to Life Insurance Benefit (above) - loss of eyesight/limbs - see Schedule of Benefits - spouse \$2,500; dependent children \$1,000
<u>WAGE LOSS REPLACEMENT</u> Sick Leave	- 1½ days/month cumulative no sick leave credits given in any month if employee absent from duty in that month: a) for more than 15 days for any reason other than vacation, leave of absence, with pay, or. b) without leave

BENEFITS AT A GLANCE at December **31, 1992**
 CITY OF LONDON - Local **101** Former County of Middlesex Employees

611

Benefits	Coverage Highlights
Long Term Disability	<ul style="list-style-type: none"> - benefit waiting period: 17 weeks - 66 ²/₃ % 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
OMERS PENSION	<ul style="list-style-type: none"> - Ontario Municipal Employees Retirement System - NRA 65; Type 1
PAID HOLIDAYS	<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

BENEFITS AT A GLANCE at December **31, 1992**
 CITY OF LONDON - Local **101** Former **County** of Middlesex **Employees**

Benefits	Coverage Highlights
VACATION	<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 25 years of more - 6 weeks

BENEFITS AT A GLANCE at December 31, 1992
CITY OF LONDON - Local 101 Former County of Middlesex Employees

Coverage Highlights	Benefits
<ul style="list-style-type: none"> - 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 	<ul style="list-style-type: none"> Pregnancy/Parental Personal/Emergency Union Conference

**BENEFITS AT A GLANCE at December 31, 1992
CITY OF LONDON - Local 101 Former County of Middlesex Employees**

Benefits	Coverage Highlights
SICK LEAVE GRATUITY	<ul style="list-style-type: none"> - employees with more than 5 years service will receive a sick leave gratuity equal to 1/2 of credits earned up to January 1, 1981 (Frozen bank only), but not more than one-half year's earnings
RETIREE'S BENEFITS	<ul style="list-style-type: none"> - if you retire prior to age 65 and are qualified under OMERS 90 factor, coverage is available to age 65
<p>Health, Life Insurance, Dependent Life, Accidental Death and Dismemberment</p>	

BENEFITS AT A GLANCE At December **31, 1992**
 CITY OF LONDON - LOCAL **101** Former County of Middlesex Employees

BENEFITS	PREMIUM SHARE ARRANGEMENT	
	Employer Paid	Employee Paid
Health Care Benefits		
Extended Health Benefits	100%	0%
Dental	90%	10%
Travel Plan	100%	0%
Life Insurance	100 %	0 %
Accident Death & Dismemberment Insurance	100 %	0 %
Dependent Life Insurance	100 %	0 %
Long Term Disability	100 %	0 %
OMERS Pension	6 % of contributory earnings up to Year's Maximum Pensionable Earnings (YMPE) 7.5 % above the YMPE	6 % of contributory earnings up to Year's Maximum Pensionable Earnings (YMPE) 7.5 % above the YMPE
Retiree Benefits	0 %	100 %

