

Collective Agreement

Between

Corporation of the city of Windsor

and

**Canadian Union of Public Employees,
Windsor Municipal Employees'
Local 543**

**Begins:
01/01/2005**

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THIS AGREEMENT made in duplicate this 13th day of
June, 2005.

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 543 - "WINDSOR MUNICIPAL EMPLOYEES",
hereinafter referred to as the "**UNION**"

Of the First Part;

- and -

THE CORPORATION OF THE CITY OF WINDSOR
hereinafter referred to as the "**CORPORATION**"

Of the Second Part,

WITNESSETH THAT

WHEREAS it is the desire of the Union **and** the Corporation to provide efficient administration and economical operation of municipal service in the City of Windsor, and both parties agree that for such purposes it is essential to maintain the existing harmonious relations between the Corporation and the members of **the Union**, to provide machinery for the prompt **and** equitable disposition of grievances, to promote co-operation and understanding between the Corporation and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, and to promote the morale, well-being and security of ail the employees included in the bargaining unit represented by the Union and the well-being of the Civic Service **as** a whole;

NOW THEREFORE to effectuate ~~the~~ foregoing, the Parties hereto hereby mutually covenant and agree **as** follows:

ARTICLE 1 - RECOGNITION

1.01 The Corporation recognizes the Union **as** the exclusive bargaining agent for ~~all~~ of its employees, save and except each and every of the several classifications for employment specifically enumerated in Schedule "A" attached hereto, which Schedule "A" so attached is agreed between the Parties to be and form **part** of this agreement.

1.02 The Parties agree that in the event of the creation of new positions, sections, and/or departments under the authority of the Council of the Corporation, the bargaining rights for the affected employees will be the subject of discussion and negotiation to determine the appropriate local union jurisdiction.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes the right of the Corporation to hire, lay-off, promote, demote, classify or to transfer any employee, and to suspend or otherwise discipline and discharge any employee for just cause. The Union further recognizes such other rights **as** the Corporation might have conferred upon it by any **Statute** from time to time. The exercise of such rights by the Corporation shall be subject to the right **of** the employee or Union to lodge a grievance in the manner and to the extent provided herein.

2.02 The Union further recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its responsibilities. In addition to the location of its plants or places of employment, the methods, processes and means of performing the various works are 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 inconsistent with the provisions of this agreement.

ARTICLE 3 - RIGHTS OF CORPORATION AND UNION

3.01 The Corporation and the Union agree that all rights, privileges and authorities vested in them respectively by **this** agreement shall be exercised in a manner consistent with the **terms** thereof, and shall be subject to the procedures, provisions, **regulations** and restrictions governing the exercise of such rights, privileges and authorities **as** provided in this agreement.

3.02 No written or oral agreement will be made by any of the Parties hereto which may conflict with the terms of this agreement. Nothing herein contained shall deprive the Parties of the capacity to mutually amend this agreement.

ARTICLE 4 - EMPLOYEE'S RIGHTS

4.01 Every employee excepting temporary employees and seasonal recreation employees **as** defined in Article 12.06 and Article 26.01 respectively, shall be subject to a probationary period as follows:

- (i) Regular Full-Time
a probationary period of one hundred and twenty (**120**) calendar days of continuous employment after which they become regular full-time employees **as** defined in Article **4.03 (i)**;

- (ii) Regular Part-Time
a probationary period of twelve **(12)** months from the date of hire after which they become regular part-time employees as defined in Article 4.03 **(ii)**;
For job posting purposes only, probationary regular part-time employees shall be considered as regular part-time employees after six (6) months from the date of hire and shall be subject to Article 12.02 (b) should they be successful.

- (iii) Student
a probationary period for students as defined in Article **5.01**.

During which period the Corporation shall have the right to discharge such employee without grievance, provided that every employee shall have the right to grieve on any other matter coming within the scope of this agreement and shall otherwise enjoy the rights, privileges and benefits as provided, and shall conscientiously perform and observe all obligations and responsibilities contained in this agreement.

4.02 During the said Probationary period, if an employee is laid off for any period not exceeding fourteen **(14)** calendar days, such lay-off shall not be deemed to be an interruption of his continuous employment.

4.03 During the time that an employee is serving a probationary period in accordance with the terms of Article **4.01**, he shall be known as a probationary employee. After completion of the requisite probationary period, he shall be known as either a regular full-time employee or a regular part-time employee.

- (i) The term "regular full-time employee" shall be defined as an employee of the Corporation, who having successfully completed the full-time probationary period under Article **4.01 (i)**, who is regularly scheduled to work the normal work week as defined under Article 16.
- (ii) The term "regular part-time employee" shall be defined as an employee of the Corporation, who having successfully completed the regular part-time probationary period under Article 4.01 (ii), who is regularly scheduled to work not more than twenty-five **(25)** hours per week.
- (iii) Regular part-time employees shall only be required to work up to twenty-five **(25)** hours per week. A regular part-time employee may however at his or her option, exceed twenty-five (25) hours per week if the employee so wishes. **Such option shall be in writing via a waiver. An employee may rescind such waiver with thirty (30) days written notice to the Executive Director of Human Resources, Executive Director of their Department and the Union.**

(iv) With the exception of temporary appointments made under Article 12.06 and a regular part-time employee who exceeds ~~twenty-five~~ **(25)** hours per week pursuant to Article 4.03 (iii), a regular part-time employee who works in excess of fourteen (14) consecutive weeks shall become a regular full-time employee.

4.04 Upon satisfactory completion of the probationary period aforesaid, the seniority of a regular full-time or a regular part-time employee shall be effective from the date upon which the probationary period commenced, (except **as** provided in Article 12.06 (d)), and he shall not be required to serve a further probationary period upon being rehired by the Corporation after any lay-off up to ~~twenty-four~~ **(24)** months in duration provided that, if such lay-off exceeds ~~twenty-four~~ (24) months in duration the provisions of this agreement shall apply to such employee in the same manner **as** if he were a new employee.

4.05 **An** employee shall be deprived of any further rights under this agreement if any of the following events shall occur:

- (1) If he voluntarily quits the employ of the Corporation;
- (2) If he is discharged and such discharge is not set aside under the grievance and arbitration procedures herein;
- (3) If he is laid off for a continuous period exceeding ~~twenty-four~~ **(24)** months calculated ~~from~~ the date of lay-off;
- (4) If he is absent from work without permission for a period of three (3) consecutive working days, unless such absence was caused by ~~circumstances~~ beyond the control of such employee, **as** a **result** of which he was unable to advise the Corporation of the reason for his absence;
- (5) If the Corporation shall serve notice on the employee by certified mail kit, registered mail, or telegram to such employee at his/her last **known** address, requiring the employee to return to work following a period of lay-off and,
 - (i) the employee fails to **notify** the Corporation within seven **(7)** days after the delivering of notice, of his/her intention to return to work, or
 - (ii) ~~after~~ having **so** notified the Corporation the employee fails to return to work on the appointed day;
- (6) On confirmation of his appointment in any position outside the bargaining unit;
- (7) If the employee fails to make application as prescribed in Article 19.04(4) to return to work following such approved leave or having **made** application, does not report to work (except for just cause) on the appropriate date.

4.06 All employees shall notify their Department Heads in Writing within one (1) week of any changes in their address, telephone number, marital status and number of dependents.

4.07 Whenever seniority is to be applied for the purpose of this agreement, it shall mean,

Firstly, the length of continuous service with the Corporation as a Regular Full-time or Regular Part-time employee within the jurisdiction of Local **543**, measured from the date ~~from~~ which seniority becomes effective in accordance with Article **4.04** of this agreement.

Secondly, the length of continuous service with the Corporation, as **an** employee within the jurisdiction of Local **82** measured from ~~the~~ date which seniority becomes effective in accordance with Article **4.04** of this agreement.

It is agreed and understood that seniority within Local **543** shall be maintained on two separate seniority lists, that of regular full-time and regular part-time.

Seniority for regular part-time employees shall be established on the basis of hours worked. With regard to job postings the seniority of regular part-time employees shall be considered as at the closing date of the job posting.

Effective January 1, 2000, should a regular part-time employee be successful in obtaining a **regular** full-time position, such employee will receive credit for the seniority accrued prior to such appointment on the basis that 2,080 hours = 1 year of seniority. The seniority will only be credited upon successful completion of his/her confirmation period.

Should a regular full-time employee be successful in obtaining a regular part-time position the employee shall accumulate seniority **as a** regular part-time employee and such seniority shall be added to the full-time seniority attained to date of the appointment. At no time shall the seniority equate beyond the employee's hiring date.

4.08 Each year the Corporation shall cause a separate seniority list to be made of all regular full-time and regular part-time employees covered by this agreement readily showing their length of service with the Corporation, and their length of service in Locals **543** and **82** from the first **day** of the last period of continuous service in the bargaining units. Such list shall be placed on the bulletin board of each department and a copy thereof shall be sent to the Secretary of the Union in January of each year.

Seniority for regular part-time employees shall be shown in hours worked.

4.09 Whenever an employee is transferred from one department to another department within the jurisdiction of Local **543** or Local **82**, he shall not lose the right to exercise seniority based upon **his** length of service with the Corporation within the said Local Unions.

4.10 **An** employee who is assigned to a position outside the Bargaining Unit shall be entitled to return to his former position within the Bargaining Unit without loss of seniority,

- (i) if he is not confirmed in the new position at the expiration of the confirmation period,
or,
- (ii) if he was assigned to such a new position for a specified temporary period only.
Effective January **1, 2005** any new assignment outside the bargaining unit shall not be in excess of twelve **(12)** months unless mutually agreed upon by the Corporation and the Union.

4.11 The following procedures shall be followed with respect to lay-off and rehiring:

- (a) Whenever it becomes necessary to reduce the working force, employees shall be laid **off** in reverse order of seniority within their regular full-time or regular part-time seniority list provided that
 - (i) a regular full-time employee may exercise seniority in any other classification in which he is qualified only within any **regular** full-time position for the purpose of displacing other employees having less seniority.
 - (ii) a regular part-time employee may exercise seniority in any **other** classification in which he is qualified only within any regular part-time position for the purpose of displacing other employees having less seniority..

All employees who have been laid off shall be entitled to be rehired in order of seniority **within** their respective full-time or part-time seniority list, and **the** Corporation shall not hire any new employees in priority thereto, in any classification in which such laid off employees are qualified.

(b) The Corporation agrees to give notice of lay-off in accordance with the provisions of The Employment **Standards** Act, **as** may be amended from time to time. The Union agrees that if any such employee **is** absent from work without just cause after receiving notice as aforesaid, he shall not be entitled to participate in any way whatsoever, in the Sick Leave Benefits provided under **this** agreement, for the time he is so absent.

(c) During period of lay-off, affected employees shall be responsible for keeping their departments informed at all times of the address where they can be notified in the event of recall.

4.12 A regular full-time employee who **has** been on Long Term Disability benefits pursuant to Article 20 and who **has** been retrained, may exercise **his** or her seniority over **a** junior employee in **any** other classification within the jurisdiction of **C.U.P.E. Local 543** for which the retrained employee is qualified **as** decided by Management.

ARTICLE 5 - STUDENT EMPLOYMENT

5.01 The Corporation may hire students during the summer school break and they shall be considered **as** probationary employees for the full period of their employment and while so engaged shall receive the student rate **as** provided in Schedules "**B**" and "**C**" or the special student rate **as** provided in Schedule "**C**" attached hereto. No such student shall be employed beyond September 30, or the school starting date, whichever is the earlier.

The Corporation may with the Union's consent, hire students under Co-operative Student Employment Programs at any time during the year. Any student hired by the Corporation under such a Co-operative Student Employment Program with the Universities, Colleges or Governmental agencies shall receive the "special student rate" **as** provided in Schedule "**C**" attached hereto.

Notwithstanding the above, effective January 1, 1991 the Student Rates shall be contained in Schedule "**C**". All other provisions of this Article shall remain in effect.

"Student" shall mean a person attending school, college or University on a full time basis and who **has** indicated his intention to return to school or one who is engaged by the Corporation under a co-operative student employment program with the universities, colleges or governmental agencies.

5.02 No students shall be hired if any member of the bargaining unit who **has** achieved seniority has been laid off and such laid off member has the necessary qualifications to fill the position, nor shall such students be hired to displace **any** member of the bargaining unit who **has** achieved seniority. Any students hired shall not achieve seniority under **this** agreement, notwithstanding their length of service in any year or their accumulation of length of service in any **number** of years.

5.03 As a condition of employment each student shall provide **at his own** expense one pair of safety shoes or boots (if required by the job) and **two** pairs of pants and **two** shirts. The shirts, pants, and safety shoes must be worn and must be in accordance with the standard issue worn by other employees at the particular time of the year. It is the intent of the parties that the student be outfitted **as** hereinbefore described on the first day of his employment. **This** paragraph will not apply to clerical staff and such other positions where the wearing of such clothing and/or safety shoes is deemed unnecessary or not required.

5.04 Students shall not be entitled to those fringe benefits set **forth** in Articles **20.01**, **20.02** and make-up pay under Articles **20.05** and **20.06** hereof. **Students shall not be entitled to shift premium.**

5.05 Students who are required to report for work may be sent home and in such event shall receive pay for **three (3) hours** or pay for the time worked, whichever is the greater.

ARTICLE 6 - UNION SECURITY

6.01 All employees of the Corporation for whom the Union is the exclusive bargaining agent **as** provided in **this** agreement shall be or immediately become and remain members of the Union in good standing in accordance with the Constitution and By-laws of the Union as a condition of employment or continued employment by the Corporation. The Corporation agrees, therefore, that, subject to the provisions of Section 51 of The Labour Relations Act, R.S.O. 1995, and amendments thereto, it will not retain in its employ any employee covered by this agreement who is not a member of the Union in good standing.

6.02 All new employees, within three (3) working days after commencement of employment, shall obtain application forms for membership in the Union from the local Union Treasurer or other authorized representative of the Union.

6.03 The Union agrees to advise the Director of **Human** Resources or designate in writing within forty-eight (48) hours of the **date** upon which the application of an employee for membership in the Union is refused,

ARTICLE 7 - CHECK OFF ~~OF~~ UNION DUES

7.01 The Corporation agrees to deduct Union dues and special Union assessments applicable to all members and authorized under the Union's Constitution from the pay of every employee within the scope of this agreement, and to transmit the total amount of such deductions to the local Union Treasurer by the **15th** of the month following the month such deductions are made. Deductions shall be taken from each pay and shall be accompanied by a list of employees **from** whose wages the deductions have been made.

7.02 The Corporation further agrees to record all employees' contributions of Union dues paid annually, exclusive of special assessments, on the individual employees' **T 4** statements of remuneration paid issued annually by the Corporation for income **tax** purposes.

7.03 The Union agrees to save harmless and to indemnify the Corporation for any action that may arise through the deduction of dues **and** special assessments **from** any employee's pay, on behalf of and at the instruction of the Union.

ARTICLE 8 - UNION REPRESENTATION AND LEAVE OF ABSENCE ON UNION BUSINESS

8.01 The Corporation will recognize, for the purpose of negotiating a new collective agreement or to discuss any matter arising out of the terms of this agreement, a Union Committee comprised of **six (6)** representatives of the Local Union to be named prior to negotiations.

Effective January 1, 1991 the Union shall notify the Corporation of the identity of the Negotiating Committee, the Union component of the Joint Job Evaluation Committee and Stewards and any subsequent changes or appointments.

8.02 In the event of a Steward transferring to a job outside of **the** jurisdiction of his stewardship the Union shall elect or appoint a replacement from among those employees remaining in the said jurisdiction.

8.03 The Union shall have the right at any time to have the assistance of official representatives of the Canadian Union of Public Employees at any meeting arranged with the Corporation for the purpose of negotiating the terms of a new collective agreement or to discuss any matter arising out of the terms of this agreement.

8.04 The Corporation hereby authorizes the employee's immediate supervisor to grant **an** elected or **duly** appointed representative of the Union a short leave of absence with pay, not exceeding **three (3)** hours of any day, in order **to** carry out any of the functions required of such representative under the **terms** of this agreement, including investigation and processing of grievances. The request for any such leave of absence, including the purpose of the absence, shall be made a reasonable length of time in advance. If the request cannot be granted, having regard to **the** efficient operation of the **department**, the time off will be granted within three (3) **working** days of the request. In the event the Union representative wishes to speak with any employee in **any** department other than **his own**, that employee's immediate supervisor will be advised by the Union representative prior to meeting with the employee.

8.05 Employees required by the Corporation to attend any meetings will do so at the expense of the Corporation if such attendance is required during such employee's working day. Employees attending grievance or arbitration **hearings** shall suffer no loss of regular pay. **An** employee who attends a Workers' Compensation Hearing in the City of Windsor for the purpose of presenting **a** fellow employee's appeal shall suffer no loss of regular pay for the time spent presenting the appeal.

Union members of the Joint Job Evaluation Committee and any alternates appointed thereto shall be granted leave of absence **with** pay and without loss of seniority for periods of time spent meeting **as** part or on behalf of the Joint Job Evaluation Committee, with such meetings being agreed to by said Committee. These members shall continue to have all the rights and privileges of the Collective Agreement. Such leave of absence shall be of sufficient duration for the members to discharge their responsibilities.

8.06 (a) Union representation at meetings other than negotiations for a new collective agreement, discussions arising out of the terms of this agreement and grievance hearings shall be limited to three members, provided however additional representatives may attend at the Union's expense.

(b) The provisions of overtime payment shall not apply to any meetings between the Corporation and the Union.

8.07 The Corporation agrees to forward by inter-office mail addressed to the Union Secretary at the place of employment and the Union President at the place of residence (if within the limits of the City of Windsor) a copy of the agenda and minutes for each Council meeting at the same time that such agenda and minutes are forwarded to members of Council.

8.08 The Union agrees that, except in the case of a matter pertaining to the terms of this agreement, or any other matter affecting employees under this agreement which is included in the agenda mentioned in Article **8.07** above, neither the officers nor any member of the Union will make representation either directly or indirectly to any member or members of the Council of the Corporation with respect to any matter coming within the operation of this agreement, or within the procedures provided by The Labour Relations Act, unless and until all proper procedures provided by this agreement, The Labour Relations Act or any other applicable **Statute** have been exhausted.

8.09 Any employee who is elected or selected for a full time position with the Union, or any organization with which the Union is affiliated, is elected **as** a Member of Parliament or **as** a Member of Provincial Parliament, shall be granted leave of absence by the Corporation for a period of time equivalent to the length of the **term** of office to which the employee is elected or appointed, and while on such leave of absence shall enjoy uninterrupted seniority provided **however,**

- (a) That an employee who wishes to return to his position and exercise his seniority in that behalf, must elect to do so in writing within 15 days of the termination of his **term of office** and make himself available for work within 15 days **from** the date of his election.
- (b) That for purposes of this Article, .seniority shall bear the meaning ascribed to it in Article **4.07**.
- (c) Such leave of absence shall otherwise be without pay or benefits provided under the **terms** of this agreement.

Notwithstanding the foregoing employees who are on a leave of absence **as** a Member of Parliament or **as** a Member of Provincial Parliament shall be restricted to a ten year maximum leave.

8.10 Effective June 1, 1988, it is agreed that when an employee is absent without pay on **an** approved leave of absence for the purpose of Union business, the Corporation will continue to pay him at his regular rate of pay, and will pay all benefit premiums except O.M.E.R.S. payments, as if he were present, and the Union will reimburse **the** Corporation **the** employee's regular rate of pay and the employee's O.M.E.R.S. payments on a quarterly basis.

8.11 It is agreed between the Parties that an employee who is a candidate in a Federal or a Provincial election shall be allowed a six week leave of absence without pay, or benefits prior to the election date.

8.12 All such requests for Union representation and/or leave of absence on Union business shall be made in writing by the Union representative requesting such time **off**, on an appropriate form **as** agreed to between the Parties, and in advance of the time requested where possible, and subject further to Article 8.04. It is further agreed that time **off** for Union representation and/or leave of absence on Union business shall not be abused.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

A - Grievance Procedure:

9.01A In order **to** ensure ~~that~~ complaints of employees shall be remedied **as** quickly as possible, the Parties agree that the procedure for submitting and dealing with grievances shall be **as** follows and the procedures shall be **strictly** adhered to by both Parties, provided that any of the time limits imposed herein may be extended by mutual consent:

Step 1 - A sincere effort shall be made by the appropriate supervisor **or manager**, the employee and the Union Steward to resolve the complaint. **If** the complaint cannot be heard immediately, the supervisor shall give an appointment no later than four **(4)** working days for dealing with the matter.

Step 2 - If the complaint **is** still unsatisfied, any grievance **arising** therefrom shall be delivered in writing to the appropriate **Executive Director** within seven **(7)** working days after the occurrence giving rise to the grievance. Such grievance shall be signed by the employee or by the Union Officers in appropriate cases referred to in Article 9.02, and shall be submitted in quadruplicate upon the form provided by the Corporation and approved by the Union.

Step 3 -The **Executive Director** shall hear the grievance within five **(5)** working days after receipt thereof and the Union shall be entitled to have three **(3)** Union Representatives with the grievor present at the hearing. The Executive Director shall deliver his decision in writing to the grievor and the Union Secretary within seven **(7)** working days after hearing of the said grievance.

Step 4 -Upon receipt of the **Executive Director's** decision, the Employer or the Union may request within five **(5)** working days that a meeting be held with the **Executive** Director of Human Resources or designate to attempt to resolve the problem before proceeding to the Chief Administrative Officer's level. The **Executive** Director of Human Resources or designate shall respond within seven **(7)** working days after the meeting.

If neither party requests a meeting at Step 4, the grievance shall proceed from Step 3 to Step 5.

Step 5 - If the Union wishes to appeal to the Chief Administrative Officer from the decision of the **Executive Director** and/or the **Executive Director** of Human Resources or designate, it shall deliver written notice to the Chief Administrative Officer within five (5) working days after receipt of the said decision. The Chief Administrative Officer or designate shall hear such grievance within seven (7) working days after receipt of the said notice, and shall deliver his decision in writing to the Union Secretary within seven (7) working days after such hearing.

In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select from the group in the first instance, or from the grievors in the second instance, one or two employees as representatives of all of the affected employees at any and all hearings held in connection with the grievance or grievances.

The decision of the immediate supervisor, **Executive Director**, Chief Administrative Officer, as the case may be, shall be final and binding upon the Corporation and the Union and upon any employee affected by it unless a subsequent step is taken within the time limits.

B - Arbitration Procedure:

9.01B If the Union is not satisfied with the decision of the Chief Administrative Officer in the matter of any grievance, it may be submitted to arbitration and the procedure shall be as follows:

Step 1 - The Union shall deliver a written notice to the Chief Administrative Officer within ten (10) working days after receipt of the decision of the Chief Administrative Officer, and within ten (10) days after the delivery of such notice shall designate an Arbitrator to act on behalf of the Union. The Corporation shall appoint its Arbitrator within fifteen (15) days after receipt of the notice to arbitrate. The two (2) Arbitrators, within five (5) days of the appointment of the second of them, shall appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within the time limit, the party lodging the grievance shall within fifteen (15) days request the Minister of Labour for Ontario in writing to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other appointee to such Board,

Step 2 - The three (3) Arbitrators shall thereupon be constituted a Board of Arbitration for the purpose of hearing and deciding the issues raised by the grievance, and the decision of the Board shall be final and binding upon the Parties. In arriving at its decision the Board shall not change or disregard any provisions of this agreement, nor establish or change any wage or rate of pay, but shall have full power to vary or set aside the decision of the Chief Administrative Officer, or any penalty

imposed upon the grievor. The Board shall also have the power to restore any wages or, **as far as** possible, any other rights or benefits of which the grievor may have been unjustly deprived, and shall have the power to make **an** award to implement any settlement which may be agreed upon by ~~the~~ Parties hereto.

C - Management Grievances:

9.01C The Corporation shall possess the right to file a grievance as contemplated by The Labour Relations Act and the procedure shall be **as** follows:

Step 1 - The **Executive** Director of Human Resources or designate on behalf of the Corporation, shall lodge the grievance with the President of the Union within seven **(7)** working days of the **occurrence** giving rise to the grievance. Within five **(5)** days of receipt of the grievance, the President and two other elected or appointed officers of the Union, shall meet with the **Executive** Director of Human Resources or designate to discuss the grievance. Within five **(5)** days after the said meeting, the President shall deliver to the **Executive** Director of Human Resources or designate, the Union's answer to the grievance.

Step 2 - If the Corporation is not satisfied with the disposition of the grievance **by** the Union Grievance Committee, the matter may be submitted to arbitration in which event the procedure **as** set forth in Article 9.01B shall apply *mutatis mutandis*.

9.02 If a dispute arises, involving the policy of the Corporation or the interpretation or general application of this agreement, including the question of whether or not **a** matter is arbitrable, the Parties may **mutually** agree that the grievance procedure shall commence at the Chief Administrative Officer level and shall proceed thereafter in the same manner **as** any other grievance.

9.03 It is agreed that **both** Parties shall have the right to call such witnesses **as** are necessary for the purpose of giving evidence during the hearing of a grievance **at** any level.

9.04 (a) The Union and the Corporation shall be confined to the grievance and redress sought as set forth in the **written** grievance filed **as** provided in Step 2, Article 9.01A or Step 1, Article 9.01C. No matter may be submitted to arbitration which has not been properly processed through all previous steps of the grievance procedure.

(b) Subject to 9.02, a grievance which **has** not been processed by the Grievor or his representative in accordance with the time limit prescribed shall be deemed to have been withdrawn.

9.05 (a) Effective January 1, 1991 notwithstanding Article 9.04 (a) of the Collective Agreement, should either party allege that the Job Evaluation Referee has not adhered to the intent of Article 7.04 (d) of the Job Evaluation Manual of Procedures, forming part of the Collective Agreement, either party may submit an application for arbitration proceedings.

No grievance nor arbitration shall be submitted under Article 9 relating to any matter effecting the Manual of Procedures, forming part of ~~this~~ Collective Agreement, save and except ~~as~~ in Article 9.05 (a).

ARTICLE 10 - DISCIPLINE

10.01 Whenever a written work infraction is issued, or whenever a recommendation is made for suspension or discharge of any employee, a copy of the work infraction report shall be delivered within seven (7) working days of the occasion giving rise to the work infraction report, or the date on which the Corporation becomes a w e of the occasion, to ~~the~~ employee in the presence of the Union Steward who shall also receive a copy of the said report; provided however, that where the employee is not at work and it is not possible to deliver ~~the~~ infraction personally to him, such infraction report shall be sent to the employee by certified mail kit, registered mail, or telegram and a copy shall be delivered to the Union Steward. Seven (7) working days shall be ~~defined as~~ seven (7) business days of Human Resources.

10.02 In cases of suspension or discharge, the grievance procedure shall commence ~~at~~ the Chief Administrative Officer level and any grievance shall be delivered within seven (7) working days after delivery of the infraction report. At the hearing before ~~the~~ Chief Administrative Officer in cases of discharge or suspension, the Corporation shall firstly present its arguments and evidence in support of its recommendation and the Union shall be privileged to present its arguments and evidence in reply ~~as~~ it considers necessary. Thereafter the grievance ~~shall~~ proceed in the same manner ~~as~~ any other grievance under Article 9. It is agreed that whenever a suspension is imposed it will not be put into effect until the grievance procedure, ~~as~~ set out in Articles 9.01A and 9.01B is exhausted, provided that Management shall have the right at any time to remove any employee ~~from~~ his job for reasons of ~~safety to~~ himself or others ~~and/or~~ to prevent damage to equipment.

10.03 In the case of discharge or suspension, representatives of the Union and the individual if deemed necessary by the Union shall have the opportunity of meeting with the Director of Human Resources or designate to attempt ~~to~~ resolve the problem before going to grievance procedure at the Chief Administrative Officer's level.

10.04 In imposing discipline on a current charge, the Corporation shall not ~~take~~ into account any infraction which occurred more than ~~thirty~~ (30) months previously,

10.05 The Parties agree that the Department Head or designate has the right to suspend or discharge an employee, subject to the grievance process.

ARTICLE 11 - NO DISCRIMINATION

11.01 The Corporation and the Union agree that neither will at any time, act or proceed in any manner contrary to the provisions of The Employment Standards Act, The Labour Relations Act, The Industrial Standards Act, The Occupational Health and Safety Act, or The Ontario **Human Rights** Code, all as amended and any Regulations made thereunder, and both parties will adhere to Council's policy respecting no discrimination on the basis of sexual orientation.

ARTICLE 12 - PROMOTIONS AND APPOINTMENTS

12.01 Subject to what is hereinafter contained, all promotions, transfers and appointments shall be based on skill, knowledge, efficiency and related experience of the employee concerned and where such qualifications are relatively equal, seniority shall be the determining factor. The Director of Human Resources or designate shall post a circular on the bulletin boards for all departments coming within the jurisdiction of Local **543** and **82**, and shall supply extra copies upon request of the Union. The circular shall be posted for a period of five (5) working days **and** shall contain full particulars of the positions concerned. All positions in the Bargaining Unit shall be Filled by qualified applicants in the following order of eligibility:

- (1) Regular Full-time Members of Local **543**
- (2) Regular Part-time Members of Local **543**
- (3) Regular employees who are **543** members who have been declared to be rehabilitation candidates by the Rehabilitation Committee having jurisdiction
- (4) Temporary employees and probationary employees (Regular Full-time, Regular Part-time and Seasonal Recreational employees as listed in the Letter of Intent dated July **20,2000**)
- (5) Local **82** employees who have been declared to be rehabilitation candidates by the Rehabilitation Committee having jurisdiction
- (6) Local **82** employees

It is agreed that it is not necessary to post a reclassified position when there is an incumbent in the position which is being reclassified.

If there is no person qualified within Local **543** or Local **82** as aforesaid, the Corporation will then notify the Union accordingly and appoint any person having the required skill, knowledge and efficiency; provided that, if the position is not filled within ninety (90) days after the expiry of the said posting period, the Corporation shall not fill the position thereafter without posting the position again in the same manner aforesaid. No probationary or temporary employee shall be placed in a higher rated position until regular employees have been given **an** opportunity to apply for such position, unless mutually agreed upon by both Parties.

12.02 (a) Every employee who is appointed to another position within the jurisdiction of Local **543** or Local **82** shall be subject to a confirmation period of ninety (**90**) calendar days during which time the Corporation shall either confirm such employee in the new position or shall return him to his former position without loss of seniority. It is understood that the Corporation in its discretion shall have the right to reduce the confirmation period of any employee who has successfully completed the probationary period referred to in Article **4** hereof. **An** employee may at any time prior to his confirmation elect to return to his former position without loss of seniority.

(b) Should a probationary employee be successful in obtaining a new regular position with the Corporation through a job posting while in their probationary period and the employee has not completed their probationary period at the time of transfer, the employee shall be required to recommence the full probationary period **as** contemplated in Article **4.01**.

12.03 All new appointments to the staff shall be subject to a medical report, satisfactory to the Corporation, **as** to the physical fitness of the applicant. All necessary medical examinations, including x-rays, shall be arranged by the Corporation at its expense.

12.04 The Corporation agrees to simultaneously notify in writing each successful and unsuccessful applicant with seniority and temporary employees for a position following approval of the recommended candidate by the Chief Administrative Officer. Such notice shall indicate the reasons why the unsuccessful applicant **was** not selected to fill the position; and if testing **was** a factor in the promotion, the applicant's score and ranking in the test will be revealed. The Corporation further agrees to inform the Union of the identity of all unsuccessful applicants who have seniority with Local **543**.

12.05 The Union Secretary shall be notified by the Director of Human Resources or designate within five (**5**) working days of every appointment, resignation, dismissal, or lay-off to or from any position within the Bargaining Unit. Such notification will include employment status, address and hiring date.

Temporary Employees

12.06 (a) Effective April 1st, **1986**, the Corporation may hire or appoint personnel for a period or periods of up to one (1) year of continuous service for temporary positions or vacancies as indicated herein.

"Temporary position" shall be defined **as** any job requiring the services of **an** employee for any of the following reasons:

- (i) to replace a regular employee during periods of temporary absence by reason of illness, injury, disability, maternity leave, vacation leave or approved extended leave of absence;

- (ii) during the recruitment period of a vacant position, provided the recruitment process **has** been initiated at the Chief Administrative Officer's level prior to commencement of work of ~~the~~ temporary employee;
- (iii) during periods of heavy work load, back-log or such other periods of non-permanent employment **as** determined in accordance with Article **2**;
- (iv) temporary appointment or assignment of regular employees to another position **as** described in Article 12.06 (b);
- (v) Notwithstanding the above, the Corporation may hire or **appoint** a temporary employee for a maximum of twenty-eight **(28)** months to fill any vacancy caused **as** a result of an employee **being** in receipt of Long Term Disability benefits or any vacancy created by the operation of Article 12.06 (b) in replacing an employee on Long Term Disability benefits.
- (vi) The Corporation to provide the Union with details of such temporary assignments, such as, name, job title, department, duration of assignment and reason for placement.**

(b) It is agreed that the Corporation shall not be required to post temporary positions however, the following procedures will be followed for ~~the~~ filling of such temporary jobs:

- (i) The temporary appointment will be made ~~from~~ Departmental employees on the basis of skill, knowledge, efficiency and related experience, in accordance with the job description for the position, and where the qualifications of applicants are relatively equal, seniority shall be the determining factor or the Department ~~Head~~ in his or her sole discretion may appoint the senior qualified employee to fill the vacancy or positions.
- (ii) Notwithstanding Article 24.02, if ~~an~~ employee pursuant to this Article moves to the same or ~~a~~ lower classification the employee shall be paid in the new position the increment level closest to the amount of the employee's regular classification increment level without being greater in amount.
- (iii) Where a temporary appointment made under the procedures set forth in (i) above creates a further opening, the further opening will be filled in accordance with (i) above. Subsequent to the original replacement and the one replacement ~~necessitated~~ by the filling of the original replacement, the Department Head shall have complete discretion in filling further resulting vacancies.

(c) Where the Corporation subsequently determines that a temporary job will be made a regular position, such position shall be posted throughout the civic departments as provided by Article 12. Any skill, knowledge and efficiency ~~gained~~ by the incumbent of the former temporary position in the performance of the job, will not be used **as** the deciding factor over any permanent employee **with** seniority who **has** skill, knowledge **and** experience in related work.

(d) A temporary employee shall not establish seniority as provided for by this agreement, during the period of his temporary employment except as follows:

- (i) A temporary employee who works continuously full-time (full-time for the purpose of this paragraph shall mean the normal work week as provided by Article 16) and who is successful in obtaining through a "job posting" an appointment to the permanent staff while so employed, shall be given seniority upon satisfactory completion of the probationary period for the permanent job back to the date upon which the employee commenced the period of temporary employment immediately preceding his appointment to the permanent position providing there is no break in employment.
- (ii) A temporary employee who does not work full time as in Article 12.06 (d)(i) and who is successful in obtaining an appointment to the regular full-time or regular part-time staff shall be given credit to a maximum of six (6) calendar months of seniority based on hours worked and at no time shall the seniority equate beyond the employee's hiring date.

Seniority will only be credited upon successful completion of the respective probationary period.

- (iii) A temporary employee who is employed in accordance with Article 12.06 (a) and who is employed full-time beyond the one year of continuous service as outlined in Article 12.06 (a) with exception of employees employed under section (v) of this Article, shall automatically, at the expiration of the year of full-time continuous service, become a probationary employee in accordance with Article 4.

Upon completion of the probationary period, the employee shall be credited with seniority to the date upon which the employee commenced the continuous period of temporary employment.

Full-time for purposes of this paragraph shall mean the normal work week as provided by Article 16:

- (e) Temporary employees with ninety (90) calendar days of continuous current service who apply for regular posted positions during their period of temporary employment will be given consideration for such positions prior to members of Local 82 and applicants outside of the Corporation.

(f) A temporary employee who works continuously full-time (that is, a normal work week, as defined by Article 16) for a period of ninety (90) calendar days, will qualify for the following fringe benefits subject to the Director of Human Resources or designate's receipt of written application. The application will include the fringe benefits that the employee chooses to receive and the full cost of such approved benefits as referred to below shall be paid for by the Corporation. Details as to fringe benefit entitlements will be provided by the Human Resources Department at time of hire.

- (i) Ontario Health Insurance Plan
- (ii) Semi-Private Hospital Accommodation Plan 1, as offered by Green Shield Pre-Paid Services Inc.
- (iii) Apoth-a-Care Prescription Drug Plan "0" with mandatory product selection (\$1.00 Co-pay). Effective September 1, 1996 - Apoth-a-Care Prescription Drug Plan "9" (\$2.00 Co-pay), no over the counter drugs, and mandatory product selection.

and -

the benefits of Extended Health Services "Plan T-4" with Vision Care Plan "7", (Effective January 1, 2007 - \$250 every 24 months, laser eye surgery eligible and eye exams eligible), Audio "H-1", and Nursing Home Care Plan "N3", and Out-of-Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787, as offered by Green Shield Prepaid Services Inc. Effective November 1, 1996, Green Shield Deluxe Travel Plan QJ shall replace Out-of-Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787.

- (iv) Dental Care Plan DV (with a \$2,000 Co-pay orthodontic lifetime maximum benefit effective May 1, 1990) (1999 ODA rates apply effective August 1, 1999, 2000 ODA rates apply effective January 1, 2000, 2001 ODA rates apply effective January 1, 2001) as offered by Green Shield Prepaid Services Inc. (2005 ODA rates apply effective June 1, 2005, 2006 ODA rates apply effective January 1, 2006, 2007 ODA rates apply effective January 1, 2007, 2008 ODA rates apply effective January 1, 2008)

(g) A temporary employee who works part-time (that is, for less than a normal work week as defined in Article 16) will qualify for the fringe benefits set forth in paragraph (f) subject to the completion of ninety (90) working days and the Director of Human Resources or designate's receipt of written application. The application will include the fringe benefits that the employee chooses to receive and the cost of such approved benefits as referred to in paragraph (f) shall be shared by the Corporation and the employee on a 50-50% basis, the employee's share to be paid by payroll deduction. Details as to fringe benefit entitlements will be provided by the Human Resources Department at time of hire.

(h) Employees who elect coverage as set forth in paragraphs (f) and (g), shall be entitled effective the first of the month following completion of the qualifying period and provided written application has been made; otherwise such coverage shall become effective on the first of the month following receipt of written application.

As a condition of written application, employees may amend their benefit selection once per year during the duration of their temporary assignment.

(i) Where the spouse of an employee of the Corporation is covered by the spouse's employer for benefits similar to those in Article 12.06 (f) paragraphs (i) to (iv) include, in whole or in part, the employee may elect coverage for himself and his family under the plan of the spouse's employer, in which event, the Corporation will be required to provide only those benefits in (i) to (iv) inclusive not provided by the plan of the spouse's employer.

(j) During the period of temporary employment, an employee will also qualify for the following fringe benefits:

(i) statutory holidays with pay - as provided by Article 14 and provided the temporary employee has worked twelve (12) full working days out of the preceding thirty (30) calendar days.

(ii) vacation - as provided by Article 15

(iii) overtime pay - as provided by Article 17

(iv) shift premiums - as provided by Article 18

(v) bereavement leave - as provided for by Article 19.02.

(k) (i) effective September 1, 1984, a temporary employee working a full work week as in Article 16, after six (6) months of continuous service, shall earn for every month of regular attendance after September 1, 1984 a sick leave credit at the rate of 3/4 days per month and such sick leave credit shall be cumulative to a maximum of eighteen (18) days.

(ii) Notwithstanding By-law 980, the following shall apply:

Huron Lodge employees shall report their illness to their immediate Supervisor or the Supervisor on duty within two (2) hours prior to commencing their shift.

All other employees will be required to report as above as soon as possible but no later than within one-half hour after the commencement of their day shift and at least two hours prior to commencing their afternoon or midnight shift.

All employees shall also be required to notify their Supervisor on duty on a daily basis **as** above if such illness extends beyond one day unless the employee has specified the expected number of days absent, Further that such employees who **are** absent due to illness or injury shall notify their Supervisor, if possible, on the day before of their intention to return to work.

- (iii) Upon the return to work of an employee or during his absence if requested a standard sick leave certificate must be filed with the Commissioner of Corporate Services & Treasurer, and where the absence is in excess of three (3) days at one time the Physician's portion of **the** certificate must also be completed **as soon as** is practicable.

Effective **January 1, 2000**, upon the return to work of **an** employee or during his absence if requested a standard sick leave certificate **must** be filed with the Director of Human Resources or designate, and where the absence is in excess of three (3) days at one time the Physician's portion of the certificate must **also** be completed as **soon as** is practicable.

- (iv) Notwithstanding **sub-section (iii)** a sick leave certificate must be supported by a Physician's certificate or other satisfactory evidence of illness if so requested by the Commissioner of Corporate Services & Treasurer.

Effective **January 1, 2000**, notwithstanding **sub-section (iii)** a sick leave certificate must be supported by a Physician's certificate or other satisfactory evidence **of** illness if **so** requested by **the** Director **of** Human Resources or designate.

- (v) Whenever the Commissioner of Corporate Services & Treasurer disallows any application, the employee may appeal against the decision by filing with the Chief Administrative Officer a written notice **of** appeal within seven **(7)** days of delivery **to him** of the decision of the Commissioner of Corporate Services & Treasurer.

Effective **January 1, 2000**, whenever the Director of Human Resources or designate disallows any application, the employee may appeal against the decision by filing with the Chief Administrative Officer a written notice of appeal within seven **(7)** days of delivery to him of the decision of the Director of Human Resources or designate.

- (vi) The Chief Administrative Officer shall fix the time and place of the Hearing and advise all interested parties no less than three (3) days prior to the Hearing.

(vii) It is agreed that the foregoing sick leave plan is completely independent of the sick leave plan for permanent employees established by By-law 980 (with subsequent amendments) and the provisions of **this** article shall be the only provisions applicable to temporary employees in the matter of sick leave credits.

(k) (a) A temporary employee who works continuously full-time (that is, a normal work week, **as** defined by Article 16), for fifty-two (52) consecutive weeks, will be entitled to Long Term Disability coverage **as** per Article 20.01 (a)(v)(i) commencing the 53rd week of employment. If the temporary employee **has** any interruption in service after the 53rd week as above, the temporary employee must be employed for another 52 consecutive week period **as** above to again qualify for coverage on the 53rd consecutive week of the following employment period.

(l) Temporary employees shall be entitled to receive only those benefits specifically referred to in this article.

ARTICLE 13 - CLASSIFICATION PROCEDURE

13.01 The Corporation agrees **that** where a classification may remove an employee **from** the bargaining unit, the **Union** will be advised in writing in order to permit the **Union**, if it so desires, the opportunity of discussing the matter **with** Management, prior to submission to Council.

13.02 In order to ensure the appropriate classification of jobs listed under Schedule "B" of the Collective Agreement, the parties agree **that** matters related to the classification of new jobs **and** the reclassification **of** existing jobs shall be dealt with in accordance **with** the Job Evaluation Manual of Procedures dated November 9, 1990 and forming part of this Collective Agreement. The parties also agree that except for the procedures prescribed in the Job Evaluation Manual of Procedures, no basis shall exist for **an** incumbent employee in the Union to claim that a wage rate inequity exists for any job covered by **this** programme.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 Subject to Article 12.06 (temporary employees) **and** Article 20.13 (regular part-time employees), all employees within the **scope** of this agreement shall be paid at the regular rate of pay for each of the following legal holidays:

New Year's Day
Good Friday
Easter Monday
Canada Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and the Birthday (or day fixed by Proclamation for the celebration of the Birthday) of the reigning Monarch, and any other day declared by a competent authority to be a holiday.

Whenever any of the above holidays falls on a Sunday, the day next following shall be in lieu thereof a holiday, and the provisions of this section shall apply thereto.

14.02 All employees shall be entitled to a day off with pay on the last regular day preceding ~~Christmas~~ Day or New Year's Day. Such day off shall be allotted by the department head according to seniority except **as** may be otherwise required to ensure the efficient operation of the department.

14.03 Where **an** employee within the scope of this agreement is required to work for any period of time during the aforesaid holidays, such employee shall be paid one and one-half times the prevailing rate, in addition to the normal holiday pay **as** provided under Articles **14.01** and **14.02**. Effective September 1, 1984, in lieu of aforementioned 'normal holiday pay' **an** employee may elect to take a day off with pay in lieu thereof within three (3) months of the holiday. The selection of the day **off** in lieu shall be mutually agreed between the employee and the Department Head.

14.04 An employee shall not **be** paid, or receive time **off** in lieu thereof, for any of the above legal holidays if he is absent without **good** cause on the scheduled working day immediately preceding or succeeding any such holiday.

14.05 Subject to the provisions of Articles **14.01** and **14.02** hereof, should any of the above-described holidays fall on a Saturday, one-half of the employees in the departments affected shall be allowed a day off on the Monday next following such holiday, and the remaining employees shall be allowed a day off on the second Monday following such holiday. The choice of Monday aforesaid, shall be allotted by the department head according to seniority except **as** may be otherwise **required** to ensure the efficient **operation** of the department; provided that, if it is not practicable in the opinion of the department head to allow time off on Mondays aforesaid, the employees **concerned** shall receive equal time **off** at a time mutually agreeable to the department head and the employee.

14.06 Where **an** employee is laid off, is absent without pay, or is on Long Term Disability benefits pursuant to Article 20 and the employee **has** not earned wages on at least **12** days during the four weeks immediately preceding any of the holidays set forth in Article **14.01** herein, he shall not be entitled to pay for any holiday occurring during such absence.

14.07 Notwithstanding Articles 14.01 and 14.05, the statutory holidays for employees who work a seven-day continuous shift schedule shall be observed on the actual date of the holiday.

ARTICLE 15 - VACATIONS

15.01 Subject to what is contained in Articles 15.08, 15.10 and 15.11 herein, all employees shall be entitled to an annual vacation with pay upon the following basis:

In the first calendar year of employment having accumulated less than six months of employment	4% of accumulated earnings
In the first calendar year of employment having accumulated more than six months of employment	At the employee's option and if time permits, one week consisting of five (5) working days; provided however, his vacation pay for the year shall be not less than 4% of his accumulated earnings. If time does not permit or the employee does not exercise his option, he shall receive 4% of his accumulated earnings for the year
In the second calendar year of employment	Two (2) weeks consisting of ten (10) working days
In the third through the sixth calendar year of employment	Three (3) weeks consisting of fifteen (15) working days
In the seventh calendar year of employment	Three (3) weeks and two (2) days consisting of seventeen (17) working days
In the eighth calendar year of employment	Three (3) weeks and three (3) days consisting of eighteen (18) working days
In the ninth calendar year of employment	Three (3) weeks and four (4) days consisting of nineteen (19) working days
In the tenth through the seventeenth calendar year of employment	Four (4) weeks consisting of twenty (20) working days
Effective January 1, 2007 In the sixteenth (16th) and seventeenth (17th) year of employment	Four (4) weeks and one (1) day

In the eighteenth through the twenty-fourth calendar year of employment	Five (5) weeks consisting of twenty-five (25) working days
In the twenty-fifth calendar year of employment	Five (5) weeks and one (1) day consisting of twenty-six (26) working days
Effective January 1, 2004 In the twenty-fifth calendar year of employment	Five (5) weeks and two (2) days consisting of twenty-seven (27) working days
In the twenty-sixth and all subsequent years of employment	Six (6) weeks consisting of thirty (30) working days

In no event shall the vacation pay received by an employee in any calendar year be less than that provided by the Employment Standards Act, as amended from time to time.

15.02 Notwithstanding ~~anything~~ herein contained, all vacation times shall be subject to the approval of the Department Head so far as may be required to ensure the efficient operation of the Department. Each employee shall be permitted to select not more than three (3) weeks of vacation per preferential selection. Each employee shall select a vacation period(s) with the most senior employee of the department having the first preferential selection and the most junior employee of the department the last. The second and subsequent preferential selections will then be made on the same basis and so on until all vacation entitlements and preferences are exhausted. Provided further, that vacation time shall be scheduled by the Department Head so as to permit 75% of the employees to take their vacations during the period May 1st to September 30th. Such vacation time shall not be changed unless mutually agreed upon by the employee and the Department Head.

15.03 Vacation selections will be made not later than March 31st of each year and schedules shall be posted not later than May 1st each year and once posted shall not be changed unless mutually agreed upon in writing by the Department Head and the employee.

15.04 Where a statutory holiday as defined herein occurs during an employee's vacation period, such employee by mutual consent may elect to receive his normal pay for the day in question or select another mutually acceptable day for vacation purposes in lieu thereof.

15.05 All vacations shall be taken during the calendar year in which they are earned except if (a) the employee requests and is granted permission by the Chief Administrative Officer to carry forward any or all of his vacation entitlement to the next calendar year, or (b) a postponement is at the request of Management, in which case the unved portion of the employee's vacation entitlement shall be carried forward to the next calendar year.

The Union shall be notified in either case. It is agreed that the selection of vacation entitlements carried forward under (a) or (b) shall be made in accordance **with** the provisions of Article 15.02.

15.06 When **an** employee leaves the service the employee will be **granted** the following vacation pay less the pay for any vacation taken during the calendar year in which the employee leaves the service:

- (a) for reasons of death or disability - Full vacation pay.
- (b) other - Effective July 1, **1986**,
 - if the employee leaves the service in the first three (3) months of the calendar year, the employee shall receive twenty-five (**25%**) per cent of employee's normal vacation for the calendar year.
 - if the employee leaves in the second three (3) months of the calendar year, the employee shall receive fifty (50%) per cent of employee's normal vacation for the calendar year.
 - if the employee leaves in the third three (3) months of the calendar year, the employee shall receive seventy-five (**75%**) per cent of the employee's normal vacation for the calendar year.
 - if the employee leaves in the fourth three (3) months **of** the calendar **year**, the employee shall receive one hundred (**100%**) per cent of the employee's normal vacation for the calendar year.

Overpayment of vacation pay under this subclause shall be recoverable from an employee,

- (i) By deduction **from** wages due on leaving the service,
- (ii) By deduction from sick leave gratuities due on leaving the service,
- (iii) By payment by the employee to the Corporation as a debt due, the amount of such deficiency or the balance thereof, if the deduction made under (i) and (ii) will not suffice to effect full recovery.

15.07 It is agreed that upon the death of **an** employee, the Corporation shall pay the **value** of any unused vacation entitlement, according to this agreement, to the legal representative of such employee pursuant to the laws of Ontario.

15.08 (1) The vacation of an employee who, on his last scheduled working day prior to the commencement of his scheduled vacation is absent because of illness (substantiated under the requirements of By-law 980) or an injury (compensable or non-compensable) which results in an absence **from** work of less than 6 months and such absence extends into the employee's scheduled vacation time, and

(2) The vacation of **an** employee who during the said vacation

(a) is admitted to hospital **as** a bed-patient, or

(b) suffers a recurrence of a previously approved compensable injury

shall be deemed to be postponed, unless the employee affected under sub clause (1) hereof prior to the first day of his scheduled vacation, notifies his Department Head to the contrary. Such postponed vacation shall, if time permits, be taken prior to the end of the calendar year in which the postponement occurs and in accordance with Articles 15.02 and 15.03 **as** contained herein.

If time does not permit, the unused vacation shall be deemed to be lost, but the employee shall receive the vacation pay to which he is **entitled** under the provisions of Article 15.01 herein **less** any portion thereof which he has already received.

Absences **as** defined in 15.08 (1) and 15.08 (2) above shall be charged to the employee's accumulated sick leave credits or Workers' Compensation as the case may be, subject to proof of claim.

In the event of an employee receiving pay for **a** period of absence **as** defined in 15.08 (1) and 15.08 (2) above, and there is an insufficiency of sick leave credits to cover the period of absence or, should his sick leave application or Workers' Compensation claim be rejected, the employee **may**

(a) reimburse the Corporation **as** a debt due, the amount of such overpayment, or

(b) in the case of a rejected W.C.B. claim authorize the transfer of sufficient sick leave credits to cover the amount of such overpayment, or

(c) authorize the transfer of sufficient vacation entitlement to cover the amount of such overpayment. If the employee exercises this action, he will forfeit the vacation time.

15.09 Where an employee is laid **off** or granted a leave of absence without pay including absences without pay due to illness or is on Long Term Disability benefits pursuant to Article 20, for any period of one (1) month or more, such employee's vacation entitlement for the year in which the lay-off occurs or the leave is taken, will be reduced by one-twelfth (1/12th) for each full month's absence calculated to the nearest half day and if the reduction cannot be satisfied in the calendar year, such reduction shall be applied to the employee's next vacation, provided that the minimum 4% under The Employment **Standards** Act shall apply.

15.10 Where **an** employee is absent from work for more than 131 working days in any calendar year **as** a result of a compensable injury or injuries, his vacation entitlement for the aforesaid calendar year **as** defined under Article 15:01, shall be reduced by one-twelfth (1/12th) for each period of 21 working days absence in excess of the said 131 working days **as** a result of a compensable injury or injuries. In the event an employee has used **his** full vacation entitlement or any part thereof for the aforesaid calendar year to the extent so that the above reduction cannot be fully satisfied in that calendar year, the difference thereof shall be deducted from the employee's next vacation, provided that the minimum 4% under The Employment Standards Act shall apply.

15.11 In the event of an emergency situation, an employee may be allowed by his Department Head to use one day of his unused vacation, **banked overtime** or **previously worked Statutory Holiday** allowance for a maximum of five (5) days in the calendar year.

ARTICLE 16 - WORKING CONDITIONS

16.01 The following working conditions shall be operative during the term of this agreement provided that they may be varied from time to time by mutual agreement between the Corporation and the Union. It is agreed that no change in existing working conditions is intended by this Article unless specifically set out herein:

(a) (i) Building Department Inspectors:

1. Hours of work for inspectors shall be based on a two week cycle, during which time they shall work **a total** of seventy-five (75) hours per **two** week period **as** follows:

(i) Inspectors designated for Schedule A:

Week 1 - Monday to Friday - 8:00 a.m. to 4:50 p.m., including a lunch period of one-half (1/2) hour.

Week 2 - Monday to Thursday - 8:00 a.m. to 4:50 p.m., including a lunch period of one-half (1/2) hour.

(ii) Inspectors designated for Schedule B:

Week 1 - Monday to Thursday - 8:00 a.m. to 4:50 p.m., including a lunch period of one-half (1/2) hour.

Week 2 - Monday to Friday - 8:00 a.m. to 4:50 p.m. including a lunch period of one-half (1/2) hour.

2. Inspectors shall be designated for Schedule A or B by the Corporation, based upon the current regional "buddy" system.

3. Inspectors may not change Schedules during the **two** week cycle, but may request a change for a **future two** week cycle. Such a change shall be at the discretion of the Supervisor.

4. Overtime shall be paid at one and one-half ($1 \frac{1}{2}$) times the regular rate of pay in excess of eight hours and twenty minutes per day, or seventy-five hours per two week cycle, and two (2) times the regular rate for all overtime worked on Sundays.
5. All leaves of absence, including vacation and sick leave, shall be recorded on the basis of 1.11 days per day taken. Vacation shall be recorded at ten days for each two week period taken.

(a)(ii) Building Department Customer Service Representatives

1. **Hours** of work for Customer Service Representatives shall be based on a two week cycle, during which time they shall work a total of sixty-seven and one-half ($67 \frac{1}{2}$) hours per two week period as follows:

Customer Service Representatives designated for Schedule A:

Week 1 - Monday to Friday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter ($1 \frac{1}{4}$) hours.

Week 2 - Monday to Thursday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter ($1 \frac{1}{4}$) hours.

Customer Service Representatives designated for Schedule B:

Week 1 - Monday to Thursday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter ($1 \frac{1}{4}$) hours.

Week 2 - Monday to Friday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter ($1 \frac{1}{4}$) hours.

Customer Service Representatives designated for Schedule C:

Week 1 - Tuesday to Friday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter ($1 \frac{1}{4}$) hours.

Week 2 - Monday to Friday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter ($1 \frac{1}{4}$) hours.

Customer Service Representatives designated for Schedule D:

Week 1 - Monday to Friday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter ($1 \frac{1}{4}$) hours.

Week 2 - Tuesday to Friday - 8:00 a.m. to 4:45 p.m., including a lunch period of one and one-quarter ($1 \frac{1}{4}$) hours.

2. Customer Services Representatives may not change schedules during a cycle, but may request a change for a future cycle. Such a change shall be at the discretion of the Department.
 3. Overtime shall be paid at one and one-half (1 ½) times the regular rate of pay in excess of seven hours and thirty minutes per day, or sixty-seven and one-half hours per week cycle, and two (2) times the regular rate for all overtime worked on Sundays.
 4. All leaves of absence, including vacation and sick leave, shall be recorded on the basis of 1.11 days per day taken. Vacation shall be recorded at 10 days for each two week period taken.
- (b) Public Works Engineering Division Employees, and all Clerical Staff not specifically mentioned herein: A normal work week shall be a five (5) day week, Monday through Friday, 8:30 a.m. to 4:30 p.m. including a lunch period of one and one-quarter (1-1/4) hours, except that the starting time of clerical personnel at the Public Works ~~Yard~~ and the Parks ~~and~~ Recreation Department offices may be varied with the concurrence of the Union to provide for staffing over a period of time longer than the normal office hours. The present working hours for the clerical personnel at the Public Works Yard ~~are~~ hereby confirmed.

The normal work day for the Construction Inspectors shall be ~~from~~ 8:30 a.m. to 4:30 p.m., including a lunch period of one-half (1/2) hour for a total of 37.5 hours per week.

- (c)(i) Building Maintenance, Caretaking and Public Lavatory:
A normal work week shall consist of forty (40) hours Monday through Sunday and a work day shall consist of eight (8) hours. Employees in this category shall be entitled to one-half (1/2) hour for lunch, which time shall not be included as part of the work day.
- (ii) Resident Building Custodian and Resident Building Maintenance Persons: The normal work week for full-time employees shall consist of forty (40) hours worked Monday through Sunday ~~as~~ scheduled with a running lunch.
- (d) Mail and Delivery Person: A normal work week shall consist of forty (40) hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. including a lunch period of one (1) hour.
- (e) Public Market: A normal work week shall be forty (40) hours from Monday to Saturday inclusive and a work day shall consist of eight (8) hours. Employees shall have a one-half (1/2) hour lunch period which shall not be included ~~as~~ part of the work day.

(f) Engineers - Central Heating Plant:

(1) It is mutually agreed that all of the provisions and requirements of the Operating Engineers' Act, **R.S.O. 1970**, as amended, shall be complied with. A normal week shall consist of forty **(40)** hours, being Monday through Saturday. A work day shall consist of eight **(8)** hours and shall include a lunch period of one-half (1/2) hour. Where Sunday shall form part of a forty (40) hour week by reason of shift schedules, that portion of the said forty (40) hours not contained in the normal work week as defined above, shall be paid for at the rate of one and one-half times the prevailing hourly rate but the premium payable under Article 18.02 shall not apply. Any holiday worked during the first forty (40) hours shall be counted as eight (8) hours towards the forty **(40)** hour week.

(2) The schedule of work hours shall rotate every **two (2)** weeks, the schedule to be posted one full week in advance. Work schedules shall only be changed after mutual agreement between engineers and the department head.

(g) Traffic Engineering Department:

(i) Parking Operations Division

The normal work week for all employees in the Parking Operations Division shall consist of forty (40) hours per week, eight **(8)** hours per **day**, Monday through Saturday, with the exception of the Parking Maintenance Staff and Parking Technician, whose work week shall be forty (40) hours per week, eight **(8)** hours per day, Monday through Sunday. All **staff** shall work **shifts** as follows:

(a) Provincial Offences Officers

7:00 a.m. to 3:30 p.m.

9:00 a.m. to 5:30 p.m.

10:30 a.m. to 7:00 p.m.

3:30 p.m. to 12:00 midnight

with one half (1/2) hour lunch period not included in the work day

(b) Parking Violations Clerk - Cashier

8:00 a.m. to 5:00 p.m.

9:00 a.m. to 6:00 p.m.

10:00 a.m. to 7:00 p.m.

3:00 p.m. to 12:00 midnight

with one (1) hour lunch period not included in the work day

10:00 a.m. to 6:00 p.m. - Saturday

with a paid one-hour running lunch

(c) Parking Enforcement Co-ordinator

7:00 a.m. to 3:30 p.m.

8:00 a.m. to 4:30 p.m.

with one half (1/2) hour lunch period not included in the work day

(d) Parking Technician

8:00 a.m. to 4:30 p.m.

4:00 p.m. to 12:30 a.m.

with one-half (1/2) hour lunch not included in the work day for either **shift**

(e) Parking Maintenance Staff

8:00 a.m. to 4:30 p.m.

4:30 p.m. to 1:00 a.m.

12:00 midnight to 8:30 a.m.

with one-half (1/2) hour lunch not included in the work day

(ii) Traffic Operations Division

(a) Signals Staff

The normal work week shall consist of forty **(40)** hours, Monday **through** Friday, with eight **(8)** hour shifts **as** follows:

8:00 a.m. to 4:30 p.m.

with 1/2 hour lunch period not included in the work day

4:00 p.m. to 12:00 midnight

12:00 midnight to 8:00 a.m.

with running lunch on all shifts

(b) Signs and Pavement Markings Staff

The normal work week shall consist of forty **(40)** hours, **Monday** to Friday, with eight **(8)** hour shifts **as** follows:

8:00 a.m. to 4:30 p.m.

with 1/2 hour lunch period not included in work day

11:30 p.m. to 8:00 a.m. or 3:30 a.m. to 12:00 p.m.

with 1/2 hour lunch period not included in the work day, for **an** unbroken period commencing not later than the Monday nearest June 15th in each year **and** ending not later **than** the Monday nearest September 15th in each year

(c) Traffic Studies and Administration Staff

The normal work week shall consist of thirty-three and three-quarter (33 3/4) hours, Monday to Friday, with six and three-quarter (6 3/4) hour shifts as follows:

8:30 a.m. to 4:30 p.m.

with one and one-quarter (1 1/4) hour lunch period **not** included in the work day

(h) Huron Lodge (Other than Clerical Employees):

- (1) Nursing Staff: The normal work week shall be Sunday through Saturday. The work day shall include a meal period of thirty (30) minutes and the shift shall be as follows:

Night 10:55 p.m. to 7:00 a.m.

Day 6:55 a.m. to 3:00 p.m.

Afternoon 2:55 p.m. to 11:00 p.m.

- (2) Registered Practical Nurses (RPN): The normal work week shall be Sunday through Saturday. The work day shall include a meal period of thirty (30) minutes and the shift shall be as follows:

Night 10:45 p.m. to 7:00 a.m.

Day 6:45 a.m. to 3:00 p.m.

Afternoon 2:45 p.m. to 11:00 p.m.

To be paid straight time for extra **ten (10)** minutes worked as part of normal shift/work week.

- (3) All Other Staff Members: The normal work week shall be forty (40) hours, Sunday through Saturday. The work day shall consist of eight (8) hours which shall include a meal period of **thirty (30)** minutes as part of the work day.

- (4) Notwithstanding the various provisions of Article 14 and Article 15.06 the legal holidays mentioned in Article 14 shall be compensated as follows:

- (i) **An** employee who works on a statutory holiday shall be paid one and a half (1 1/2) times the regular rate for the hours worked and in addition shall receive one (1) day off ~~with~~ pay at the regular rate at a time mutually agreeable to the department head and the employee within *thirty* (30) calendar days immediately preceding or following the statutory holiday, except in the case of Easter and ~~Christmas~~ when the time limit shall be within sixty (60) calendar days immediately preceding or following the statutory holiday.

- (ii) When a statutory holiday falls during an employee's vacation or days off, he will receive in lieu thereof one (1) additional day off **with** pay at the regular rate **on** such day as shall be selected by the Corporation within the limits imposed by The Employment Standards Act.

- (iii) When the normal complement of staff is reduced to permit any employee who is scheduled to work on a statutory holiday to have that day **off**, he will receive one (1) day's pay **at** the regular rate for such day **off**.

It is agreed that **an** employee shall receive no pay or days **off** in lieu thereof, if he is absent without good cause on a statutory holiday or on the employee's working day immediately preceding or succeeding the statutory holiday.

(5) Notwithstanding By-law 980, the following shall apply:

- (i) Huron Lodge employees shall report their illness to their immediate Supervisor or the Supervisor on duty within two (2) hours prior to commencing their shift,
 - (ii) All other employees will be required to report **as** above as soon as possible but no later **than** within one-half hour **after** the commencement of their day **shift** and at least two hours prior **to** commencing their **afternoon** or midnight shift.
 - (iii) All employees shall **also** be required to notify their Supervisor on duty on a daily basis **as** above if such illness extends beyond one day unless the employee has **specified** the expected number of days absent. Further that such employees who are absent due to illness or injury shall notify their Supervisor, if possible, **on** the day before of their intention to return to work.
- (i) (i) Machine Operators and Data Entry Clerks in the Corporate Services Department: The normal work week shall be a five (5) day week, Monday through Friday with the following shifts:

- *8:30 a.m. to 4:00 p.m. Three-quarters(3/4) hour for lunch
- 8:30 a.m. to 4:30 p.m. One and one-quarter (1 1/4) hours for lunch
- 4:15 p.m. to 11:30 p.m. One-half (1/2) hour for lunch
- 11:15 p.m. to 6:30 a.m. One-half(1/2) hour for lunch

The lunch periods shown shall not be included **as** part of the work day.

* Shift does not apply to Machine Operators.

- (ii) Analyst Professional and Business Analyst in the Corporate Services Department: A **normal** work week shall consist of thirty-seven and one-half (37 1/2) hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, and a work day shall consist of seven **and** one-half (7 1/2) **hours**. Employees shall have a one-half (1/2) hour lunch period which shall not be included **as** part of the work day.

- (j) (i) Parks and Recreation Department - Permanent Aquatic Staff: A normal work week shall consist of forty (40) hours, Monday through Sunday. Employees shall have one (1) hour for lunch, which ~~time~~ shall not be included ~~as~~ part of the work day.
- (ii) Parks and Recreation Department - Facility Person and Charperson: A normal work week shall consist of forty (40) hours, Monday through Sunday inclusive, and a work day shall consist of eight (8) hours. Employees shall have one (1) hour for lunch, which time shall not be included ~~as~~ part of the work day.
- (k) Pollution Control Division (Other than Clerical):
 A normal work week shall consist of forty (40) hours, Monday through Saturday and a work day shall consist of eight (8) hours, 8:00 a.m. to 4:30 p.m. Employees in this category shall be entitled to one-half (1/2) hour for lunch, which time shall not be included ~~as~~ part of the work day. In the event of abnormal conditions in the sewage ~~flow~~ or quality or in the process of monitoring, pursuant to the Sewerage By-law of the Corporation, the department head may alter the ~~starting~~ time of any employee provided that such alteration in the starting time shall not extend beyond the duration of such abnormal conditions or period of monitoring.
- (l) (i) Social Services Department (Child Care Staff Only):
 A normal work week shall consist of thirty-seven and one-half (37 1/2) hours, Monday through Friday, and a work day shall consist of seven and one-half (7 1/2) hours.
 Employees shall have a one-half (1/2) hour lunch period which shall not be included ~~as~~ part of the work day.
- (ii) All Other Staff Members
 The normal work week shall consist of thirty-three and three-quarters (33 3/4) hours, Monday to Friday, with six and three-quarters (6 3/4) hour shifts ~~as~~ follows:
 8:30 a.m. to 4:30 p.m.
 with one and one-quarter (1 1/4) hour lunch period ~~not~~ included in the work day.
- (m) Tourist and Convention Bureau: A normal work week shall consist of 33 3/4 hours Monday through Sunday. A normal work day shall consist of 6 3/4 hours and the hours of work shall be ~~as~~ mutually agreed upon by the Corporation and the Union.
- (n) Every employee working in the field will be provided with the opportunity of availing himself of lunch room facilities provided by the Corporation either on site or at the nearest permanent location.

16.02 In the event of a change of shift, there shall be a minimum of at least eight (8) hours' break between shifts except at Huron Lodge where the minimum break shall be seven (7) hours and fifty-five (55) minutes and seven (7) hours and forty-five (45) minutes for Registered Practical Nurses. Where there ~~is~~ less than the applicable minimum break between shifts, all hours worked in the rescheduled shift shall be deemed to be overtime.

16.03 Notwithstanding the provisions of Section 4 of By-law No. 980, as amended, Sick Leave Certificates **as** required by the By-law shall be filed by employees with their department not later than the end of the first day back to work following any illness. The Physician's portion of the Certificate must also be completed for absences of more than three days, and if this has not been done at the time of the employee's **return** to work, he will fill in a Certificate in duplicate, file the duplicate copy with his department, have the physician's portion signed by his doctor on the original copy and return it to his department within two days following his return to work. If the employee fails to have the Certificate completed within the aforementioned specified times, without just cause, ~~he~~ shall not be paid for the period of the absence due to his illness.

16.04 **An** employee, **through** consultation with the Department Head, may use accrued vacation days, accumulated lieu time, **banked overtime**, or **previously earned Statutory Holidays** **as** sick days if the employee **has** exhausted his or her sick days due to long term illness or illnesses.

ARTICLE 17 - OVERTIME

17.01 Except **as** hereinafter **stated**, ail employees shall be paid overtime rates **as** follows:

- (i) one and one-half (1 1/2) times the regular rate for all overtime worked Monday through Saturday.
- (ii) **two (2)** times the regular rate for all overtime worked on Sunday.

17.02 For the purpose of this agreement "overtime" shall mean **as** follows:

- (i) all **hours** worked prior to an employee's scheduled starting time, provided however, he works his normal **shift** thereafter.
- (ii) all **hours** worked in excess of the hours set out in Article 16 of this agreement in any calendar day.
- (iii) all hours worked in excess of a normal work week.
- (iv) Notwithstanding the foregoing Regular Part-time employees shall be entitled to overtime premiums for:
 - (i) all hours worked in excess of ~~the~~ normal **full-time** working hours for such position in a **bi-weekly** pay period;
 - (ii) all hours worked in excess of the hours **as** set out in Article 16 in this agreement in any calendar day.

17.03 (a) In the case of call-out emergencies, employees shall be paid at the overtime rate applicable for the period worked or for three **(3)** hours, whichever is the greater, except that the three hour ~~minimum~~ shall not apply when the call-out time worked immediately precedes or follows the scheduled working hours.

17.03 (b) Persons being tested, instructed or interviewed on times other than their normal shift, shall receive the provisions of the call out Article **17.03** (a).

17.04 In the event that an employee is required to work **two (2)** hours immediately prior to his normal starting time or required to work two **(2)** hours in excess of his normal work day (exclusive of call-backs), he will be paid a meal allowance of seven dollars and fifty cents **(\$7.50)** effective **January 1, 1992**.

Effective **January 1, 1999**, in the event that an employee is required to work **two (2)** hours immediately prior to his normal starting time or required to work two **(2)** hours in excess of his normal work day (exclusive of call-backs), he will be paid a meal allowance of ten **(\$10.00)** dollars.

Effective July 1, 2005, in the event that the employee is required to work two (2) hours immediately prior to his normal starting time or required to work two (2) hours in excess of his normal work day (exclusive of call-backs), he will be paid a meal allowance of \$12.00 dollars.

17.05 (i) All overtime worked shall be voluntary and shall be distributed equitably among employees in the same division, within the same classification, who are performing similar duties. Failing which, Management may offer overtime to those qualified employees in the Department.

(ii) An employee who is absent on sick leave, compensation, vacation, **leave of absence or banked overtime**, shall be deemed not available for overtime after the completion of his normal work shift on the last **scheduled** day prior to such absence, before his normal starting time on the day he is due to return to work.

17.06 **Stand-By**

(a) Signals Division Staff and the Parking Technicians of the Parking Division of the Traffic Engineering Department shall make themselves available on a stand-by basis for the purpose of providing emergency service and a stand-by allowance shall be paid at a rate of seventy-five **(.75)** cents per hour for each hour that person is on stand-by.

Effective July 1, 2005 Signals Division Staff and the Parking Technicians of the Parking Division of the Traffic Engineering Department shall make themselves available on a stand-by basis for the purpose of providing emergency service and a stand-by allowance shall be paid a rate of eighty-five (85¢) cents per hour for each hour that person is on stand-by.

Effective January **1, 2006** Signals Division Staff and the Parking Technicians of the Parking Division of the Traffic Engineering Department shall make themselves available on a stand-by basis for the purpose of providing emergency service and a stand-by allowance shall be paid a rate of ninety (~~90¢~~) cents per hour for each hour that person is on stand-by.

Effective January **1, 2007** Signals Division Staff and the Parking Technicians of the Parking Division of the Traffic Engineering Department shall make themselves available on a stand-by basis for the purpose of providing emergency service and a stand-by allowance shall be paid a rate of ninety-five (~~95¢~~) cents per hour for each hour that person is on stand-by.

Effective January **1, 2008** Signals Division Staff and the Parking Technicians of the Parking Division of the Traffic Engineering Department shall make themselves available on a stand-by basis for the purpose of providing emergency service and a stand-by allowance shall be paid a rate of one (**\$1.00**) dollar per hour for each hour that person is on stand-by.

- (b) The Department shall specify the hours for which an employee shall be available.
- (c) Personnel on stand-by shall be available for call at all times and be in condition **to** perform their work fully at all times.
- (d)(i) In addition to the above, employees called out shall be paid at the overtime rate applicable for the period worked or for three (3) hours whichever is greater, except that the three hour minimum shall not apply when the call-out time worked immediately precedes or follows the scheduled working hours.
- (d)(ii) Notwithstanding the above, the provisions of the call-out shall only apply to Resident Custodians - Winhome between midnight and the commencement of normal shift.

17.07 The provisions of payment of sick leave credits shall not extend to overtime work,

17.08 Notwithstanding anything herein contained overtime for Resident Custodians - Winhome will be on a straight time in lieu of basis. Overtime authorized and directed by Management will be paid at time and one-half.

ARTICLE 18 - SHIFT PREMIUMS

18.01 All employees (with the exception of a regular part-time facilities person) on regular shifts in which the greatest number of hours worked occurs between 4 p.m. and 8 a.m. shall be paid a premium of forty cents (~~40¢~~) for each hour worked between the said hours.

Effective March 1, 1992, all employees on regular shifts in which the greatest number of hours worked occurs between 4 p.m. and 8 a.m. shall be paid a premium of forty cents (40¢) for each hour worked between the said hours.

Effective January 1, 2000, all employees on regular shifts in which the greatest number of hours worked occurs between 4 p.m. and 8 a.m. shall be paid a premium of forty-five cents (\$0.45) for each hour worked between the said hours.

18.02 Any employee (with the exception of a regular part-time facilities person) who works on Saturday or Sunday as part of his regular work week, shall be paid an additional shift premium of seventy cents (70¢) per hour.

Effective March 1, 1992, any employee who works on Saturday or Sunday as part of his regular work week, shall be paid an additional shift premium of seventy cents (70¢) per hour.

Effective January 1, 2003, any employee who works on Saturday or Sunday as part of his regular work week, shall be paid an additional shift premium of seventy-five cents (75¢) per hour.

18.03 It is agreed that any employee who is entitled to be paid overtime rates under Articles 17 or 26 shall not be entitled to any shift premium under Articles 18.01 or 18.02 hereto. It is further agreed that a shift premium shall not be payable with respect to vacations, statutory holidays or sick leave except for those employees who have been posted to a permanent shift premium job.

ARTICLE 19 - LEAVES OF ABSENCE

SEMINARS, MEETINGS AND CONVENTIONS

19.01 Leave of absence with pay and without loss of seniority or fringe benefits shall be granted to not more than three appointed or elected representatives of the Union for not more than an aggregate total of 15 person-days in any calendar year for the purpose of attending any recognized Union conventions or seminars. Application for such leave of absence shall be made a reasonable length of time in advance and shall be subject to approval of the department head.

BEREAVEMENT

19.02 (i) Leave of absence of not more than three (3) days between death and the day following the funeral shall be granted to an employee attending the funeral of a member of his family, the family being defined as wife, husband, common-law spouse, child, stepchild, grandchild, father, father-in-law, mother, mother-in-law, sister, brother, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a person standing in loco parentis; such leave of absence will be without loss of pay to a maximum of three (3) days at the employee's regular rate for the time lost during the employee's normal work week as a result of his absence.

Effective August 1, 1996, leave of absence of not more than five (5) days between death and the day following the funeral shall be granted to **an** employee attending the funeral of his/her spouse or child. A leave of not more than three (3) days between death and the day following the funeral shall be granted to an employee attending the funeral of his/her step-child, father, mother, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a person standing in loco parentis; such leave of absence will be without loss of pay to a maximum of five (5) or three (3) days, **as** this article allows, at the employee's regular rate for the time lost during the employee's normal work week **as** a result of his/her absence.

Effective February 11, 2002, leave of absence of not more than five (5) days between death and the day following the funeral shall be granted to an employee attending the funeral of his/her spouse, child or parent. A leave of not more than three (3) days between death and the day following the funeral shall be granted to an employee attending the funeral of his/her step-child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a person standing in loco parentis; such leave of absence will be without loss of pay to a maximum of five (5) or three (3) days, as this article allows, at the employee's regular rate for the time lost during the employee's normal work week **as** a result of his/her absence.

Regular Full-Time and Temporary Full-Time Employees

Effective July 1, 2005, a leave **of** absence of not more than **five (5) consecutive working days** shall be granted to **an** employee upon the death of his/her legal or common-law spouse, child or parent. A leave of not more than **three (3) consecutive working days** shall be **granted to an employee** upon the death of his/her step-child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, sister-in-law, son-in-law, daughter-in-law or a person standing in loco parentis; such leave of absence will be without loss of pay to a maximum of **five (5) consecutive working days** or **three (3) consecutive working days**, **as this** article allows, at the employee's regular rate for the time lost during the employee's normal work week as a result of his/her absence.

Regular Part-Time and Temporary Part-Time Employees

Effective July 1, 2005, a leave of absence of not more than **five (5) consecutive calendar days** shall be granted to an employee upon the death of his/her legal or common-law spouse, child or parent. A leave of not more than **three (3) consecutive calendar days** shall be granted to an employee upon the death of his/her stepchild, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, sister-in-law, son-in-law, daughter-in-law or **a** person standing in loco parentis; such leave of absence will be without loss of pay to a maximum of **five (5) consecutive calendar days** or **three (3) consecutive calendar days**, **as** this article allows, at the employee's regular rate for the time lost during the employee's normal work week **as** a result of his/her absence.

(ii) One employee designated by the Union from time to time shall be granted one day off with pay, for the purpose of attending the funeral of a Union member or retired Union member employed or formerly employed by the Corporation.

(iii) One day off with pay shall be granted to **an** employee whose parent dies and where distance, or any other ~~circumstance~~, prevents the employee from attending the funeral.

(iv) The provisions of Article 19.02 shall only apply to situations where the loss of regular wages could occur and shall not extend to overtime.

(v) Further to the conditions **as** set out in this Article, it is understood that regular part-time employees shall be entitled to bereavement leave **if** such request for absence occurs on regularly scheduled work days **only**.

JURY DUTY

19.03 Employees who are **called** to serve **as** jurors or witnesses in criminal or civil courts, shall be granted leave of absence for such purpose without loss of any privileges. Where an employee is excused from attending on any day for jury duty, he will report to work for the day or days excused. Normal pay will continue to be issued on the usual pay dates. At the conclusion of his/her duty, the employee shall obtain a certificate **from** the Court, showing the period of his/her jury or witness service and the amount of compensation received, and shall deposit this certificate together with the full amount of compensation, but not including travelling allowances, with the Commissioner of Corporate Services & Treasurer.

MATERNITY AND ADOPTION LEAVE

19.04 Female employees shall be entitled to maternity leave upon the following conditions:

(1) Every female employee who becomes pregnant shall notify her Department Head and shall submit **to** him **a** certificate from a legally qualified medical practitioner stating that the employee is pregnant and **specifying** in his opinion the date upon which delivery will occur.

The Corporation shall grant to **a** regular full-time or a regular part-time employee who has completed their probationary period or an employee who has worked continually for the Corporation for at least one year, a leave of absence at any time at the employee's discretion during the three-month period preceding the specified date of delivery.

(2) The Corporation may **at** any time require the employee to commence a leave **of** absence at such time **as** the duties of her position cannot reasonably be performed by a pregnant woman, or the performance of her work is materially affected by her pregnancy,

(3) The normal expiry date for a maternity leave shall be **a** date six (6) months after the termination of pregnancy.

The Corporation shall not cause or permit an employee to work for at least ~~six~~ (6) weeks after the date of delivery, or for such shorter period ~~as~~, in the written opinion of a legally qualified medical practitioner, is sufficient.

(4) An employee granted maternity leave must submit written notice of her intention to return to work,

(i) ~~two~~ full weeks before she intends to ~~return~~ to work, if prior to normal expiry date,
or

(ii) two full weeks before the normal expiry date;

provided that any employee who fails to do ~~so~~ as aforesaid, except for just cause, shall be deemed to have terminated her employment.

(5) An employee returning to work from a maternity leave pursuant to Article 19.04 (3) shall resume work in her former position with no loss of seniority or benefits ~~accrued~~ to the commencement of the maternity leave. ~~The Employee shall suffer no~~ loss of seniority because of her absence on maternity leave. It is further agreed that the maximum allowable maternity leave is six (6) months and that any leave granted beyond the six (6) months shall be considered a normal leave of absence, if granted.

(6) An employee shall not receive sick leave pay in accordance with By-law Number 980 during the period of the maternity leave.

(7) An employee on maternity leave or adoption leave shall receive the following fringe benefits:

~~Ontario~~ Hospital Insurance Plan, semi-private coverage for hospital care, ~~drug~~ prescription and dental care services, group life insurance and long term disability (~~as~~ described in Article. 20.01 hereunder).

All other fringe benefits indicated in this Article shall be provided to regular part-time employees save and except for group life insurance and long term disability. Those benefits provided shall be on a 50% paid basis by the Corporation subject to the requirements of this Article.

Upon returning to work if the employee does not remain in the employ of the Employer for a three (3) month period following the maternity or adoption leave, the Employer shall deduct from the employee the full cost of the fringe benefits.

(8) ~~An~~ employee on maternity or adoption leave shall continue to accumulate vacation entitlement for the first six (6) months of leave for any period of maternity or adoption leave beyond the six (6) months such employee's vacation entitlement extension will be reduced by one-twelfth (1/12) for each extra full month's absence.

In the event an employee **has** used the full vacation entitlement or any part thereof for the aforesaid calendar year to the extent so that the above reduction cannot be fully satisfied in that calendar year, the difference shall be deducted from the employee's next vacation.

19.05 Any employee adopting a child shall be entitled to an adoption leave of absence without pay of up to six **(6)** months in duration. Restricted benefits coverage during such leave will be in accordance with Article 19.04 **(7)**. Application for such leave will be in writing **to** the employee's Department Head, supported by a certificate from the Adoption Agency verifying the adoption.

19.06 Male employees shall be granted a leave of absence of three (3) days of which one **(1)** will be with pay on the birth or adoption of a child.

Applications for adoption leave shall be in writing to the employee's Department ~~Head~~, supported by a certificate from the Adoption Agency verifying the adoption.

19.07 Regular full-time employees on maternity leave or adoption leave **as** provided for under this Agreement who is in receipt of Employment Insurance maternity benefits pursuant **to** Section 30 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. The benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular bi-weekly earnings **and** the **sum** of her weekly Employment Insurance benefits **and** any other earnings to a maximum of one hundred and fifty (\$150.00) dollars bi-weekly. Such a payment will commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Corporation of the employee's Employment Insurance maternity benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ~~fifteen~~ (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

Regular full-time employees **who** commenced maternity leave or adoption leave on or **after** April 1, 1996, **as** provided for under this Agreement who is in receipt of Employment Insurance maternity benefits pursuant to ~~Section~~ 30 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. The benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular bi-weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings to a maximum of two hundred (\$200.00) dollars bi-weekly. Such a payment will **commence** following completion of the two (2) week Employment Insurance waiting period, and receipt by ~~the~~ Corporation of the employee's Employment Insurance maternity benefits, and shall continue while the employee is in receipt of such benefits for **a** maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her **regular** hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

ARTICLE 20 - FRINGE BENEFITS

20.01 (a) It is agreed that the following fringe benefits **as** shown in paragraphs (i) to (vi) inclusive shall be continued and may, by consent of both Parties be amended **from** time to time, and such benefits shall be applied following completion of the **first** ninety (90) calendar days of an employee's probationary period:

- (i) Ontario Health Insurance Plan
- (ii) **Semi-Private** Hospital Accommodation Plan 1, as offered by Green Shield Prepaid Services Inc.
- (iii) Apoth-a-Care Prescription Drug Plan "O" with mandatory product selection (\$1.00 co-pay) Effective September 1, 1996 - Apoth-a-Care Prescription Drug Plan "9" (\$2.00 w-pay), no over the counter drugs, and mandatory product selection.

- and -

the benefits of Extended Health Services "Plan T-4" with Vision Care Plan "7", **(Effective January 1, 2007 - \$250 every 24 months, laser eye surgery eligible, eye exams eligible)**, Audio "H-1"; and Nursing Home Care Plan "N3", and Out-of-Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787, **as** offered by Green Shield Prepaid Services Inc. Effective November 1, 1996, Green Shield Deluxe Travel Plan QJ shall replace Out-of-Province Hospital, Surgical and Medical Expenses Benefit **Plan** 07, **and** MEDEX Group 787.

- (iv) Dental Care Plan DV (with a \$2,000 Co-pay orthodontic lifetime maximum benefit effective May 1, 1990) **as** offered by Green Shield Prepaid Services Inc. **(2005 ODA rates apply effective June 1, 2005, 2006 ODA rates apply effective January 1, 2006, 2007 ODA rates apply effective January 1, 2007, 2008 ODA rates apply effective January 1, 2008)**
- (v) Notwithstanding By-Law 726, life insurance coverage will be **as** follows:

Effective June 1st, 1990, Group Life **Insurance** providing for insurance coverage on the basis of **two** times the employee's basic **annual** salary to the nearest \$500.00, reducing to one-half the employee's regular salary at retirement on an O.M.E.R.S. Pension to the nearest \$250.00.

Employees who retire on an O.M.E.R.S. total disability or permanent partial disability pension will be entitled to life insurance in the amount of one times salary to their normal retirement date at which time the insurance will reduce to one-half the employee's regular salary. If the employee is taken off the total disability pension or the permanent partial disability pension, the employee's life insurance will also reduce to one-half the employee's regular salary at retirement.

Notwithstanding the foregoing, employees commencing employment with the Corporation on or after June 1st, 1990, will only be entitled to Group Life Insurance coverage in the amount of \$10,000.00 upon retirement on an O.M.E.R.S. Pension.

Employees must be actively at work on June 1, 1990 or thereafter to have insurance increased, otherwise Group Life insurance coverage shall be in accordance with the policy governing at the time of the employee's last day at work.

- (v)(i) A copy of the Long Term Disability Plan shall be provided to the Union Executive.
- (vi) Sick Leave Plan, as provided by By-law 980, as amended to date of September 4, 1979, a copy of which is attached and as further amended by the terms and provisions hereof which follow:

(A) In this Article "New Employee" means any member of C.U.P.E. Local 543 who becomes a full-time employee of the Corporation in its permanent establishment, within the bargaining unit, and who has commenced his or her probationary employment on or after 1 January 1982,

and

any employee of the Corporation (a member of C.U.P.E. Local 543) who is classified as being in a temporary position within the bargaining unit as previously herein defined, regardless of the date of initial employment or the frequency or the duration of his or her periods of temporary employment.

(B) The terms and provisions of Section 8 of By-law 980 as amended to date of September 4, 1979, shall not apply to any new employee, as defined in this Article.

(C) Notwithstanding paragraph (B) above, employees of the Corporation who are full-time temporary employees as of December 31, 1981, and whose temporary full-time employment continues uninterrupted until the employee obtains a permanent position with the Corporation, shall be subject to Section 8 of By-law 980, effective the date of appointment to the permanent position.

(D) With reference to Section 8 of By-law 980, it is agreed that:

- (i) A committee shall be established immediately for the purpose of negotiating a mutually acceptable Long Term Disability (L.T.D.) Plan. The committee shall be comprised of two members of Local 543 and two members of Local 82, and a corresponding number from management.

- (ii) The Corporation shall pay the full cost for the mutually agreed upon L.T.D. Plan. While on Long Term Disability an employee shall accumulate seniority and shall be entitled to all rights and benefits under the collective agreements.
- (iii) It is further agreed that the gratuity provision **as** contained in Section 8 of By-law 980 shall be "capped" **as** of the date of implementation of the Long Term Disability Plan, which plan will be negotiated in accordance with subparagraph(i) above. Examples of the calculation of the capping of the Sick Leave Gratuity are **contained** in Schedule "F", hereto attached.
- (iv) It is further **agreed** that the rate payable upon pay out of the gratuity (Section 8 of By-law 980) shall be the negotiated rate of pay of the employee **as** of January 1, 1986. (Please note this only applies to those employees who leave the service after January 1,1986).
- (v) It is further agreed that upon the implementation of the aforementioned Long Term Disability Plan, the Corporation of the City of Windsor agrees to issue to each employee **a** promissory note for the value on such date of the employee's gratuity entitlement as determined by the above paragraphs. Said promissory note shall be redeemable in accordance with Section 8 of By-law 980.
- (vi) It is further agreed that provision for **a** disability premium waiver shall be incorporated in the existing Group Life Policy.
- (vii) It is further agreed that upon implementation of the negotiated L.T.D. temporary employees shall be **entitled** to Life Insurance coverage with no disability benefit provision.

(E) Enactment of a By-law authorizing execution of **this** Agreement shall be deemed to be and constitute the further amendment of By-law 980 to the extent necessary to give effect to the terms and provisions of **this** Article.

(F) Save insofar as it is deemed further amended by the terms hereof, the content, terms and provisions of the said By-law 980, **as** amended to date of September 4, 1979, shall continue **to** apply.

(b) Where the spouse of an employee of the Corporation is covered by the spouse's employer for benefits similar to those in Article 20.01, paragraphs (i) to (iv) inclusive, in whole or in part, the employee may elect coverage for himself and his family under the plan of the spouse's employer, in which event, the Corporation will be required to provide only those benefits in (i) to (iv) inclusive not provided by the plan of the spouse's employer.

(c) It is further agreed that the Corporation may subscribe for equivalent coverage for those benefits and services described in paragraphs (a), sub paragraphs (ii) to (v) inclusive, on the understanding the Union will be consulted prior to calling for proposals from companies providing such services in order to ensure the Union that equal benefits and services and satisfactory claims procedures are maintained.

(d) Where an employee has depleted his accumulated or extended sick leave credits, the Corporation agrees to pay the benefits referred to in subparagraphs (i) to (v) inclusive of paragraph (a) above for a period of two (2) months, **beginning the first day of the month following the month sick leave credit were depleted**; thereafter he will not be entitled to the benefits provided however, he may apply for a leave of absence without pay and, if approved, he shall arrange with the **Executive Director of Human Resources or designate** in advance of commencing such leave to reimburse the Corporation for the full cost of the fringe benefits referred to in the said subparagraphs normally paid by the Corporation on behalf of the employee

20.02 (a) It is agreed that the Corporation shall continue its participation in the Ontario Municipal Employees Retirement System Pension Plan, **as** authorized by By-law 2577, which provides on retirement for payment of an annual pension of approximately 2% of the average of an employee's highest sixty (60) consecutive months' earnings, multiplied by the number of years of service. The contributions by the Corporation and the employees shall be in accordance with the provisions of the **Ontario** Municipal Employees Retirement System Act and the Regulations thereto, **as** amended from time to time.

(b) Employees (excepting students and temporary employees **as** defined in Articles 5 and 12.06 and those employees engaged for special governmental works programmes) shall be enrolled for coverage in the Ontario Municipal Employees Retirement System Pension Plan and such coverage shall be effective from the date of probationary employment. Regular part-time employees may be enrolled in the O.M.E.R.S. Plan subject to regulations contained therein.

(c) It is further agreed that with respect to employees in the service prior to January, 1983, the Corporation will continue its Supplementary **Type 3** Benefit Agreement with the Ontario Municipal Employees Retirement System, permitting an employee to elect early retirement **within** ten years of normal retirement date, providing:

(a) the employee **has** 30 or more years of credited service with the Corporation; **or**

(b) retirement is due to permanent partial disability **as** determined by the Corporation ("permanent partial disability" under the Plan is defined as being unable, due to mental or physical incapacity, to perform the duties of employment when so declared by the employer).

(d) **An** employee shall be retired on the last day of the month in which he attains age sixty-five **(65)** years or at the employee's option at any time prior to age sixty-five **(65)** provided he has sufficient accredited service to qualify for early retirement in accordance with the provisions of the Ontario Municipal Employees Retirement System Act and Regulations thereto, as amended from time to time. Early retirement will be subject to three (3) months' notice where possible.

20.03 It is understood and agreed that in the event of a change of legislation or other circumstances making it impossible for the Corporation to continue any of the above benefits, the Corporation will, so far as it has the authority so to do, endeavour to provide a benefit similar to the discontinued benefit but at no greater cost than that formerly incurred by the Corporation for such benefit.

20.04 The Corporation agrees that if an employee is absent from work for any period of time during which he is entitled to receive Sick Leave payments or is awarded Workers' Compensation, his normal accumulation of Sick Leave shall not be interrupted by reason of such absence; provided however, that where an employee uses up his accumulated or extended sick leave credits, he shall not be entitled to further credits until he returns to work and earns such credits through regular attendance as provided by **S.3(a)** of the Sick Leave By-Law.

20.05 if an employee is absent from work as the result of a compensable injury for which the employee is granted an award by the Workplace Safety and Insurance Board for a period of temporary total disability, the Corporation agrees to pay, in addition to the amount of compensation awarded by the Board, the difference between the amount of the employee's net regular salary or wages and the amount of the award for the period of temporary total disability. Such payments shall be subject to the following conditions:

- (1) The Workplace Safety and Insurance Board shall have determined that the employee has sustained personal injury by accident arising out of and in the course of his employment with the Corporation.
- (2) The employee must have formally elected to take compensation in cases where any third party is involved.
- (3) Such payment shall not extend to cases of permanent total disability, in which cases the award of the Workplace Safety and Insurance Board shall be final, nor shall they extend to cases where the employment is terminated before the period of temporary total disability has expired.

The provisions of this Article shall not be applicable to probationary employees and students (as defined in Articles 4 and 5 herein), or temporary employees (as defined in Article 12 herein).

20.06 Effective July 1, 1991, provided the Corporation continues to pay compensation as a Schedule 2 Employer under the Workplace Safety and Insurance Act, where an employee is absent as a result of an injury allegedly sustained at work and the employee has made application for compensation and has elected to take compensation, the Corporation will make advances at the employee's normal rate of pay up to a total amount equivalent to the employee's sick leave credits. If the claim has not been approved by the Workplace Safety and Insurance Board at the exhaustion of the employee's sick leave credits and the employee continues to be absent, no further advances will be made by the Corporation. Where the employee has no sick leave to his/her credit, his/her wages will be discontinued until the Board renders its decision. If the claim is subsequently approved, the days charged against the employee's sick leave for such absence will be accordingly credited back to the employee.

20.07 It is agreed that whenever an employee shall recover from a third party, any amount claimed for loss of wages or sick leave he shall repay to the Corporation forthwith the amount of all monies paid to him by the Corporation, either by way of sick leave or advances of salary or wages, in respect of the period for which such amount is recovered from the third party as aforesaid, provided that the amount to be repaid to the Corporation shall not exceed the amount recovered as aforesaid, and upon such repayment to the Corporation, the equivalent amount of any sick leave credit which may have been deducted, shall be restored to such employee.

20.08 The Corporation shall have the right at its expense to have an employee who is absent due to illness or injury of a physical nature, referred for an examination to a physician of the employee's choice or any other physician as mutually agreed upon.

The Corporation shall have the right at its expense to have an employee who is absent due to a psychological or mental illness or injury, referred for an examination to a psychiatrist/psychologist of the employee's choice or any other psychiatrist/psychologist as mutually agreed upon.

The physician or psychiatrist/psychologist shall provide the Corporation with a written report of the examination. The request for the examination shall be made by the Director of Human Resources or designate from the Human Resources Department to the employee in the presence of a Union representative or by registered mail to the employee and the Union if the employee is unable to attend at City Hall.

20.09 Employment Insurance coverage shall be provided for employees under the provisions of the Employment Insurance Act.

20.10 The Corporation and the Union agree that in so far as any of the by-laws referred to in Articles 20.01 and 20.02 are inconsistent with the provisions of this Article, the said by-laws shall be deemed to be amended in order to give effect thereto. The Parties also agree that the said by-laws may be further amended from time to time by mutual consent.

20.11 "Fringe Benefits" in addition to the benefits mentioned in this Article, shall include pay for vacations and statutory holidays, clothing allowances, long service pay and payments made by the Corporation, on behalf of the employees, for Canada Pension.

20.12 Professional and Licence Fees - Effective August 1, 1984, where an employee, as a condition of continuing employment, is required to renew a professional accreditation or renew a licence, the Corporation shall pay the full cost of such renewal. If, however, the licence being renewed is a driver's licence, the Corporation will only pay the difference between the cost of a Class "G" licence and that being renewed,

20.13 Only the following fringe benefits shall be applied to regular part-time employees following completion of the first ninety (90) working days of their probationary period unless such employee is transferring from temporary status to probationary regular part-time status whereby such benefits will continue at the applicable rate as set out herein. The cost of such benefits, which the employee chooses to receive shall be shared by the Corporation and the employee on a **SO-50%** basis, the employee's share to be paid by payroll deduction.

- (i) Ontario Health Insurance Plan
- (ii) Semi-Private Hospital Accommodation Plan 1, as offered by Green Shield Pre-Paid Services Inc.
- (iii) Apoth-a-Care Prescription Drug Plan "0" with mandatory product selection (\$1.00 Co-pay) Effective September 1, 1996 - Apoth-a-Care Prescription Drug Plan "9" (\$2.00 Co-pay), no over the counter drugs, and mandatory product selection.

-and -

the benefits of Extended Health Services "Plan T-4" with Vision Care Plan "7", (Effective January 1, 2007 - \$250 every 24 months, laser eye surgery eligible and eye exams eligible), Audio "H-1", and Nursing Home Care Plan "N3", and Out-of-Province Hospital, Surgical and ~~Medical~~ Expenses Benefit Plan 07, and MEDEX Group 787, as offered by Green Shield Prepaid Services Inc. Effective November 1, 1996, Green Shield Deluxe Travel Plan QJ shall replace Out-of-Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787.

- (iv) Dental **Care** Plan DV (with a \$2,000 Co-pay orthodontic lifetime maximum benefit effective May 1, 1990) (2002 ODA rates apply effective April 1, 2002, 2003 ODA rates apply effective January 1, 2003, 2004 ODA rates apply effective January 1, 2004) as offered by Green Shield Prepaid Services Inc. (2005 ODA rates apply effective June 1, 2005, 2006 ODA rates apply effective January 1, 2006, 2007 ODA rates apply effective January 1, 2007, 2008 ODA rates apply effective January 1, 2008)
- (v) Regular part-time employees will also **qualify** for the following:

- (i) statutory holidays with pay - as provided by Article 14 and provided the employee has worked twelve (12) full working days out of the preceding thirty (30) calendar days.

- (ii) Vacation entitlement in accordance with the annual vacation time as listed in Article 15.01 but paid at the rate of 2% of the employee's accumulated earnings, excluding overtime, for each week of vacation entitlement. For the purpose of vacation entitlement each calendar year shall be measured from date of hire and not calculated **as** in Article 4.
- (iii) Effective June 1, 2005, a Regular Part-Time employee who posts into a temporary full-time position and works a full work week **as** in Article 16, after six (6) months of continuous service, shall earn for every month of regular attendance after June 1, 2005, a sick leave credit at the rate of **¼ days** per month and such sick leave credit shall be accumulative to a maximum of eighteen (18) days.
- (vi) Regular part-time employees shall also be covered by the fringe benefits described in Articles 20.03, 20.08, 20.09, 20.10 (restricted to agreed upon benefits only), 20.11, 20.12.

Employees who elect coverage **as** set forth herein, shall be entitled effective the **first** of the month following completion of the qualifying period and provided written application has been made; otherwise such coverage shall become effective on the first of the month following receipt of written application. As a condition of written application, regular part-time employees may amend their benefit selection once per year from the coverage effective date.

20.14 (i) Effective March 1, 1992, a regular part-time employee who **is** in receipt of benefits pursuant to Article 20.13 and who is filling a temporary full-time job shall be entitled to continuation of such benefits in Article 20.13 at 100% cost to the Employer upon written notification to the Director of Human Resources or designate.

(ii) Effective March 1, 1992, a regular part-time employee who is **not** in receipt of benefits pursuant to Article 20.13 and who is filling a temporary full-time job shall be entitled to the benefits in Article 20.13 at 100% cost to the Employer subject to the completion of a ninety (90) calendar day qualifying period while filling **the** temporary full-time job and the Director of **Human** Resources or designate' receipt of written application. The application will include the fringe benefits which the employee chooses to receive.

(iii) Such cost arrangement as set out in Article 20.14 (i) shall be effective on the first of the month following the commencement of the temporary full-time appointment and provided written notification has been made; otherwise such coverage shall become effective on the first of the month following receipt of written **notification**. Employees who elect coverage under Article 20.14 (ii) shall be entitled effective the first of the month following completion of the qualifying period and provided written notification has been made; otherwise such coverage shall become effective on the first of the month following receipt of written notification if they elect coverage. Upon the first of the month following the completion of the temporary full-time appointment the cost share of such benefits will revert in accordance with Article 20.13.

ARTICLE 21 - TECHNOLOGICAL CHANGE

21.01 Where the introduction of technological change or new methods of operation will displace or is likely to displace (or result in the lay-off **of**) **any** employee, the employer shall notify the Union of its intention to implement such technological change or new method of operation and will discuss its implications with the Union before putting such technological change or new method of operation in place. The Corporation will make every effort to retrain or to provide alternative employment for such employees.

ARTICLE 22 - CLOTHING ALLOWANCES AND TOOLS

The Corporation shall issue, without charge, to its employees who have completed their probationary periods, the items of clothing as hereinafter set forth, the articles where applicable to summer work shall be issued by April 1st and winter clothing by November 1st. Excepting where frequency is indicated, articles of clothing which become worn out or irreparably damaged in the service of the Corporation shall be replaced, without charge, with new articles upon presentation or surrender of the worn out or irreparably damaged items to the Corporation's central stores by the entitled employee.

22.01 Traffic Engineering Department

<u>ARTICLE</u>	<u>NUMBER</u>	<u>FREQUENCY</u>
(a) <u>Parkins Technician, Parking Maintenance Staff:</u>		
Black Horsehide Gloves	1 pair	then, as required
Navy Nylon O.P.P. Parka	1	then, as required
Safety Boots or Shoes	2 pair	then, as required
Toque or Head Band	1	then, as required
Rainwear - Raincoat	1	then, as required
- Zip up Galoshes	1 pair	then, as required
Windbreaker	1	then, as required
Uniform Shirts		
Long Sleeve	3	then, as required
Short Sleeve	3	then, as required
Trousers	3 pair	then, as required
(b) <u>Provincial Offences Officer:</u>		
Loafers	2 pair	then, as required
Black Gloves	1 pair	then, as required
Navy Nylon O.P.P. Parka	1	then, as required
Toque or Ear Muffs	1 pair	then, as required
Windbreaker	1	then, as required
Pants or Shorts	4	then, as required

Summer Shirts	3	then, as required
Winter Shirts	3	then, as required
Raincoat	1	then, as required
Winter Boots	1 pair	then, as required
All Weather Nylon Pants	1 pair	then, as required
Sweater	1	then, as required

The Parking Enforcement Co-ordinator shall receive the clothing issue provided to the Provincial Offences Officer.

(c) Traffic Operations Division Personnel:

<u>ARTICLE</u>	<u>NUMBER</u>
Work gloves	
Safety Helmets and Liners	
Winter Safety Boots	1 pair
Summer Safety Shoes or Boots	1 pair
** Parka	1
Trousers	5 pair
Shirts - summer lightweight (short sleeve)	2
Shirts - winter heavyweight	2
Rainwear - Coat or Suit	1
- Rubber Boots	1 pair
T-shirts	5
Coat - Lightweight	1
Toque	1
Special Lineman Gloves	1 pair

(d) Signals Division Personnel:

Special Linemen's Gloves	
Safety Helmets and Liners	
Safety Boots - winter	1 pair
- summer	1 pair
* Parka	1
Shirts - summer lightweight	2
Shirts - winter heavyweight	2
Pants	5
Rainwear - Coat or Suit	1
- Rubber Boots	1 pair
Coat - Lightweight	1
T-shirts	5
Toque	1

* ~~Signals~~ Maintenance Staff and ** Shop Person, Parka issued to be non-flammable material.

22.02 Public Works Department

(a) Survey Crew Members and Inspectors:

Safety Boots or Shoes	2 pair
Shirts -- summer	2
Shirts -- winter	2
Pants	5 pair
Coat -- lightweight	1
Parka	1
Raincoat	1
T-shirts	5
Toque	1
Coveralls	1 pair

Identification flashes to be included on all uniforms.

The Corporation will continue to supply safety helmets with liners, mitts or gloves and rubber overshoes.

(b) Laboratory Technicians:

<u>ARTICLE</u>	<u>NUMBER</u>
Safety Boots or Shoes	2 pair
Shirts -- Summer	2
Shirts -- Winter	2
Pants	5 pair
Coat -- Lightweight	1
T-Shirts	5
Toque	1

In addition to the above, commercially laundered coveralls and labcoats (smocks) shall be provided.

22.03 Building Department Inspector (Effective April 1, 1992)

<u>ARTICLE</u>	<u>NUMBER</u>	<u>FREQUENCY</u>
White Uniform Shirts		
Long Sleeve	3	then, as required
Short Sleeve	3	then, as required
Baseball Cap With Crest	1	then, as required
Windbreaker	1	then, as required
Navy Nylon O.P.P. Parka	1	then, as required
Safety Helmet	1	then, as required
With Liners	1	then, as required
Safety Boots or Shoes	2 pair	then, as required

Galoshes	1 pair	then, as required
Pants	3 pair	then, as required
Identification Badge	1	then, as required

22.04 Property Department

All stationary engineers, building maintenance, resident building custodians and caretaking employees shall be supplied with the following articles of clothing:

Male Employees	three (3) shirts and three (3) pair of trousers one (1) pair of safety shoes
Female Employees	three (3) uniforms each year

In addition to the above, coveralls **as** required shall be provided for building maintenance and stationary engineers; also parkas **as** required shall be provided for building maintenance engineers and resident building custodians.

Painters shall be supplied with the following articles of clothing:

<u>ARTICLE</u>	<u>NUMBER</u>
Shirts	6
Trousers	6
Safety Shoes (soft soles)	2 pair

Public Market employees shall be supplied with one (1) winter parka, as required.

The Mail and Delivery Person shall be supplied with:

<u>ARTICLE</u>	<u>NUMBER</u>
Shirts	3
Trousers	3 pairs
Winter Coat or Parka	1
Winter Overshoes	1 pair
Safety Boots	1 pair

22.05 Parks and Recreation Department

Permanent Aquatic Staff:

All permanent Aquatic **Staff** shall be supplied with the following articles of clothing without charge:

- 2 bathing suits or swim trunks each year
- 1 sweat shirt each year

1 pair of thongs each year
3 T-Shirts each year

22.06 Huron Lodge

(i) All employees, excluding the clerical staff, shall be supplied with the following articles of clothing:

Female Employees	three (3) uniforms per year
Male Employees	three (3) pair of trousers and three (3) shirts per year

(ii) The Storekeeper, the Stationary Engineers, Cooks and Caretakers shall be supplied with one (1) pair of safety shoes, then, as required.

22.07 Smocks shall be issued to all personnel working in the Data Processing Room, Work Activity Instructors and Day Nursery Teachers and any other area where the employee's clothing may be exposed to materials or dyes that may soil his clothing.

The Corporation shall provide one (1) pair of safety boots or safety shoes per year, then as required, for Work Activity Instructors.

22.08 General Provisions Referrable to Ail Clothing Issue In All Departments

As a condition of employment each probationary employee shall provide at his own expense one pair of safety shoes or boots (if required by the job) and two pairs of pants and two shirts. The shirts, pants, and safety shoes must be worn and must be in accordance with the standard issue worn by other employees at the particular time of the year. It is the intent of the parties that the probationary employee be outfitted as hereinbefore described on the first day of his employment.

The clothing issue is the maximum allowance and any clothing lost or destroyed must be replaced by the employee at his own expense, except in the case of a justifiable insurance claim.

The clothing issue is for the sole personal use of the employee to whom it is issued and will not be sold, exchanged or given by the employee to any other person.

The clothing issue must be worn by the employee during working hours and must be appropriate to weather conditions and the season of the year.

Immediately following the initial clothing issue, without reservation, the wearing of regulation clothing is mandatory and failure to comply with this regulation will result in suspension without pay until the employee complies.

When it is a requirement of an employee's position that safety glasses be worn and the employee requires prescription glasses, the Corporation shall provide prescription safety glasses of a type and from a supplier chosen by the Corporation, and in the event the prescription safety glasses have to be replaced due to excessive wear or work-related damage, the Corporation shall replace the glasses. The Corporation shall provide glasses with ultraviolet ray protection as necessary if prescribed.

Regular Part-time employees shall be provided with the clothing issues as set out for regular full-time positions on a pro rata basis as follows:

When the frequency of the clothing issue is on an "as required replacement basis", the initial issue shall be one-half of the regular full-time issue for such position with the greater benefit provided to the employee. When the frequency is on an "annual basis" such clothing issue will be provided every two years.

22.09 The Corporation agrees that the **Manager** of Purchasing **Management representative of the Department**, and two (2) employees designated by the Union will meet to choose the style and material of the clothing.

22.10 The Corporation agrees to supply the employees with all **the** tools which, in its opinion, are required by the employees to perform their duties.

22.11 Any change in the clothing issue negotiated under subsequent collective agreements will not become effective until one (1) year following the date upon which such subsequent collective agreement shall commence to operate.

ARTICLE 23 - AUTOMOBILE ALLOWANCES

23.01 (a) Every employee who, is requested or required to provide his own automobile for purposes of the Corporation shall be paid a monthly allowance on all mileage in performance of work for the Corporation from the first to the last day of the month, calculated at the rate of thirty-five cents (35¢) per kilometre effective June 1, 1990. Effective January 1, 1993, mileage will increase to thirty-seven (37¢) cents per kilometre. **Effective January 1, 2006, mileage will increase to forty (40¢) cents per kilometre.**

(b) In addition to the allowances provided by paragraph (a), the Corporation agrees to pay also the difference, excluding surcharges (~~as~~ a result of accidents or convictions) in the premium rate for insurance on the employee's automobile, up to the following maximum limits, and the premium rate required to insure such automobile for the same coverage if ~~used~~ **as** well for the purposes of the Corporation:

Public Liability and Property Damage - \$1,000,000.00 limit,
effective August 1, 1984

Collision - \$250.00 deductible

Provided however, the employee with his Union representative shall have the right to appeal, to an Appeals Committee to be established by the Corporation, for assumption by the Corporation of any surcharges which the employee feels were imposed ~~as~~ the result of unavoidable accidents which occurred in the performance of his duties, the decision of such review body to be **final**.

(c) Notwithstanding the above, employees will be required if requested to provide ~~three~~ written estimates of insurance - one estimate from an agent of, the Corporation's choice. The Corporation will only be required to reimburse to the lowest estimate.

ARTICLE 24 - SALARIES AND WAGES

24.01 (a) Effective January 1, 1991 pursuant to Article 24.05 and in accordance ~~with~~ **the** Memorandum of Agreement concerning the Implementation of Pay Equity and Internal Equity, it is agreed that the ~~salaries~~ and wages ~~of~~ all employees holding jobs covered by the job evaluation programme, ~~as~~ identified in Schedule B, shall be ~~determined~~ by the job evaluation driven internal equity ~~salary administration~~ provision of the Manual of Procedures dated November 9, 1990 ~~and~~ forming part of this Collective Agreement. It is agreed that the salaries and wages of all employees holding positions not covered by the job evaluation programme shall be ~~determined~~ in accordance with the classification system attached hereto ~~as~~ Schedules "C" and "E" and ~~forming~~ part ~~of~~ this agreement.

It is understood that regular pari-time positions shall receive the hourly rate of regular full-time positions unless otherwise agreed.

(b) Where ~~an~~ employee is appointed or reclassified ~~to~~ a higher ~~rated~~ position, he shall be paid ~~the~~ next higher increment for the higher classified position rather than the rate he ~~was~~ being paid in his previous classification; provided however, the increment shall not be less ~~than~~ approximately **\$8.00** bi-weekly.

i) Effective August **19, 1996**, when ~~an~~ employee's position is reclassified to a higher maximum hourly rated position he/she shall maintain his/her incremental ~~status~~ in all regards.

- ii) When an employee is appointed or promoted to a position which provides a higher maximum hourly rate than the highest maximum hourly rate in the employee's former position, the employee shall be paid the existing rate in the new position which provides a minimum five percent increase in his/her hourly rate over the employee's hourly rate in his/her former position but in no circumstances shall the new hourly rate be greater than the maximum hourly rate in the new position. The employee's new increment date shall be the date of appointment to the new position.
 - iii) When an employee is transferred, appointed or posts to a position which provides a lower maximum hourly rate or the same maximum hourly rate as the employee's former position, the employee shall be paid at the increment in the new position providing the hourly rate closest to the former rate without being greater. The employee's increment status remains the same in the new position.
- c) It is further agreed that the annual increments shown in Schedule "B" for regular full-time employees only, shall be granted automatically each year on the anniversary date of the employee's appointment or reclassification as the case may be, unless the department head recommends against it, in which event the employee concerned shall be given an explanation in writing thirty (30) days prior to the anniversary date.. Where an employee has been on an extended leave of absence (excluding maternity leave) or absent for a compensable injury for any period in excess of one month, the employee shall not be entitled to an increment until he or she has actually worked for 12 months from the anniversary date of his appointment or the date of his last increment whichever is the later, and future increments, where applicable, will be effective each twelve (12) months from the date of the last increment.
- (d) Increments, where applicable, for regular part-time employees will be subject to the provisions of Article 24.01 (b) and employees will be eligible upon achieving each full year of seniority (1 full year of seniority = 1,750 hours).

Effective January 1, 2000, increments, where applicable for regular part-time employees will be subject to the provisions of Article 24.01 (b) and employees will be eligible upon achieving each full year of seniority (1 full year of seniority = 2,080 hours).

24.02 When an employee is appointed or requested by his department head temporarily to perform work of a character for which a higher classification is provided, he shall be paid immediately the next higher increment for the higher graded position than the rate he is being paid in his present classification. The higher rate will only be paid if such duties are performed for a continuous period of 30 minutes or more. When an employee is appointed or requested temporarily to perform work of a character for which a lower classification is provided, he shall continue to be paid the established rate for the higher classification.

Effective August 19, 1996 when an employee is appointed or requested by his department head temporarily to perform work of a character for which a higher classification is provided, he/she shall be paid immediately the existing rate which provides a minimum five percent increase in his/her hourly rate over the employee's hourly rate in his/her former position but in no circumstances shall the new hourly rate be greater than the maximum hourly rate in the higher classified position. The higher rate will only be paid if such duties are performed for a continuous period of 30 minutes or more. When an employee is appointed or requested temporarily to perform work of a character for which a lower classification is provided, he shall continue to be paid the established rate for the higher classification,

24.03 It is agreed that the said salaries and wages shall be paid upon a bi-weekly basis through direct deposit.

24.04 The Corporation agrees to grant equal pay to all members of the Union for equal work regardless of the sex of the employee concerned.

24.05 (a) in accordance with the Memorandum of Agreement concerning the Implementation of Pay Equity and Internal ~~Equity~~, all incumbents in a job assigned to a new Classification where the maximum increment level is lower than their current increment level shall continue to receive their current increment level and shall continue to remain eligible for future economic adjustments negotiated between the parties based upon strictly the job evaluation maximum increment level of the position at time of Classification change, until such time as the incumbent has obtained the new maximum increment level Classification end rate or resigns from the position, whichever occurs first. Effective January 2, 1991, all future negotiated economic adjustments for these incumbents shall be strictly calculated on the *maximum* increment level of the new 1991 Classification end rate.

(b) Incumbents in a job assigned to a Classification where a rate is higher than their current rate shall receive the higher rate in the following manner:

- (1) Changes resulting from the implementation of any job evaluation results determined prior to July 1, 1991 shall have the new rates implemented as follows:
 - i) For employees with anniversary job appointment dates prior to July 1 and actively working as of said date - implementation on July 1, 1991.
 - ii) For employees with anniversary job appointment dates on or after July 1 - implementation on the said anniversary job appointment date, subject to the incumbent being actively at work on said date.
- (2) For changes resulting from the implementation of job evaluation results as determined after July 1, 1991, the incumbent shall receive the new rate retroactive to the commencement date of the new duties as recognized by the Joint Job Evaluation Committee. Notwithstanding anything contained herein, there will be no wage retroactivity considered under this Article for any period of time prior to January 2, 1991.

24.06 Wages

3.0% effective January 1, 2005

3.0% effective January 1, 2006

3.0% effective January 1, 2007

3.0% effective January 1, 2008

If on March 31, **2007** the Consumer Price Index for Canada for the period December 31, **2005** to December 31, **2006** rises above **5.5%**, the increase above 5.5% to a maximum of **6%** (maximum 0.5%) will be applied to the **2006** wage rates effective December **31, 2006** and a further increase of **3.0%** will be applied effective January 1, **2007**. Retroactive pay to January 1, **2007** will only be the adjusted rate less the rate already paid. Examples are included under Schedule "G". This clause shall only come into effect if the Consumer Price Index is over **5.5%** on December 31, **2006**.

ARTICLE 25 - LONG SERVICE PAY

25.01 The Corporation shall pay Long Service Pay to every employee on the first regular pay day after December 1st of each year, based upon continuous full time service as follows:

Upon completion of five year's and less than **\$ 65.00** annually
ten years' service

Upon completion of ten years' and less than **\$ 130.00** annually
fifteen years' service

Upon completion of fifteen years' service **\$ 195.00** annually
and less than twenty years' service

Upon completion of twenty years' service **\$ 260.00** annually
and less than twenty-five years' service

Upon completion of twenty-five years' **\$ 325.00** annually
service and over

When an employee who is qualified to receive Long Service Pay, completes his fifth, tenth, fifteenth, twentieth or twenty-fifth year of service within any calendar year, he shall be paid the raie applicable to his term of service in that year. Any employee who leaves the service after completing five years' service shall be entitled to receive a proportionate part of the Long Service Pay which would have been payable to him for the calendar year in which he terminates his

employment; provided that if any employee leaves the service before December 31st, after receiving Long Service Pay for that calendar year, the Corporation shall have the right to recover from the employee the proportionate part of such Long Service Pay, paid in advance, for which he is no longer entitled.

25.02 In the event an employee is laid off or is absent without pay (excluding absences for maternity leave or on long term disability) for any period in excess of one (1) calendar month in any calendar year in which the employee is qualified to receive Long Service Pay, such pay shall be prorated on the basis of one-twelfth (1/12) for each calendar month worked during that year.

25.03 Regular part-time employees shall be eligible for 50% of the annual amount based upon their continuous part-time service.

25.04 The terms and provisions of this Article shall not apply to any new employees hired on or after January 1, 2000.

ARTICLE 26 - RECREATIONAL EMPLOYEES

26.01 It is understood that each year the Corporation hires a number of employees as set out in Schedule E for the purpose of supervising the recreational facilities and carrying out the seasonal recreation programmes of the Corporation. It is further agreed that the only articles applicable to recreational employees shall be Article 3, Article 6, Article 11, and Article 26 and further that recreational employees shall be for all purposes deemed to be probationary employees for the full term of their employment. The Corporation shall have the right to discharge recreational employees without grievance, other matters however contained in Article 26 and in Schedule E may be the subject of grievance,

The wages and working conditions for such employees shall be those set out in Schedule E attached hereto and forming part of this agreement. In addition, each employee shall be supplied with the following at the expense of the Corporation:

PLAYGROUND STAFF

Two Golf Shirts

AQUATIC STAFF

Two Bathing Suits

One Sweatshirt

One T-Shirt

OTHERS

One Golf Shirt

Recreational Employees shall be entitled to be paid one and one-half (1-1/2) times their regular rate for all hours worked in any calendar week, in excess of the total number of hours contained in their normal work week as per Schedule E.

ARTICLE 27 - JOB SECURITY

27.01 (i) No member of the bargaining unit who is presently in the employ of the Corporation and ~~was~~ employed by the Corporation as of December **31, 1987** shall be laid off for any reason.

Effective January 1, **2005**, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December **31 1988** shall be laid off for any reason,

Effective January 1, **2006**, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December **31, 1989** shall be laid off for **any** reason.

Effective January 1, **2007**, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December **31, 1990** shall be laid off for any reason.

Effective January 1, **2008**, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December **31, 1991** shall be laid off for any reason.

(ii) **Any** employee who would have been laid off but for Article 27.01 (i) may be assigned to any position within the Corporation regardless of **seniority**. Such assignment may or may not include training and such assignment including training, shall be at the sole discretion of the Corporation. It is agreed that such assignment may result in the lay-off of an employee not protected by Article 27.01 (i) or the reassignment of employees protected by Article 27.01 (i).

27.02 This agreement shall be binding upon the successors of the Parties hereto in so far **as** it is within the power of the Parties hereto respectively to bind such successors, and in the event the Corporation is amalgamated, united or **otherwise** joined **with** one or more municipalities, the provisions of The Labour Relations Act, R.S.O. 1980, C.228, **as** amended, shall be applicable.

ARTICLE 28 - CONTRACTING OUT

28.01 The Corporation shall have the right to contract out any work provided however, that prior to contracting out work normally performed by members of the bargaining unit on June 26, 1971, advance discussions will take place between the appropriate department heads of the Corporation and the Union. The Union shall be advised in writing and discussions shall commence not more than three (3) weeks from the date of such written notice.

28.02 The Union shall be accorded an opportunity to make a written submission on the Corporation's plans regarding the letting of such proposed contract and the said appropriate department heads shall give weight to such comments in light of all attendant circumstances. The said discussions with respect to such written submissions shall not take longer than two (2) weeks following commencement of the said discussions; which shall constitute the Union's, final action in this matter; thereafter the said appropriate department heads shall recommend or shall not recommend that the said work be contracted out.

28.03 When the Corporation awards a contract for work which is normally performed by members of the bargaining unit as hereinbefore set out, the Corporation agrees to provide alternative employment at no loss of salary, wages or benefits excluding overtime for the employees who normally perform the work contracted out and who were in the employ of the City prior to December 31, 1977. In respect to all other employees affected by the contracting out, the Corporation shall make a sincere effort to provide alternative employment for them and if no work is available the provisions of Article 4.11 respecting lay-offs shall be applicable.

ARTICLE 29 - CORRESPONDENCE

29.01 All correspondence between the Parties arising out of this agreement shall be addressed to the Director of Human Resources or designate or to the Secretary of the Union as the case may be.

ARTICLE 30 - INTERPRETATION

30.01 Whenever the masculine or singular has been used throughout this agreement it shall be deemed to include the feminine or plural where the context so allows or requires.

ARTICLE 31 - TERM OF AGREEMENT AND RETROACTIVITY

31.01 Excepting as otherwise provided herein, the terms of this agreement shall apply from the 1st day of January, 2005 and shall remain in force until the 31st day of December, 2008.

Proposals to revise or amend this agreement shall be exchanged by the parties on the third Friday in September of 2008, and negotiations between the parties shall begin by not later than the third Friday of October in 2008. If pursuant to such negotiations an agreement on revision or amendment is not reached prior to the current expiration date, this agreement shall remain in full force and effect after such expiration date in accordance with the provisions of the Labour Relations Act.

31.02 Where, by the terms of this agreement, any benefit is provided which is **an** improvement upon **that** which was provided by the terms of the immediately preceding collective agreement which expired on December 31, 2001, such improved benefit or new benefit shall be deemed to apply only **to** such persons **as** were employed by the Corporation as of **June 13, 2005**.

The effective **dates** of **application** of such improved benefit shall be as follows:

Wages - shall be paid retroactively to January 1st in each of the respective years **as** set out in Article 24.

Green Shield Coverage - shall be afforded in accordance with Article 20.01 from and after March 1, 1990.

Safety Glasses - June 1, 1988.

Notwithstanding what is hereinbefore contained, the improved salaries and wages shall be paid retroactively to those employees not in the employ of the Corporation on **June 13, 2005**,

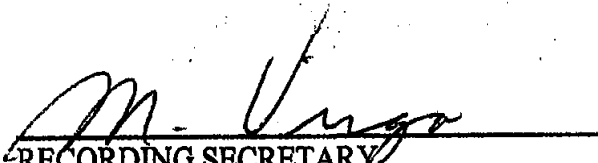
- (1) Whose employment was terminated between January 1, **2005** and **June 13, 2005** each date inclusive as a result of physical incapacity;
- (2) Whose employment during the same period **was** concluded through retirement on **pension**;
- (3) Who (having completed the probationary period referred to in Article **4.01**) were, during **the same** period absent **from** work **as** a result of **normal** lay off;
- (4) Who voluntarily quit the employ of the Corporation.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper officers in that behalf, respectively.

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 543 "WINDSOR MUNICIPAL EMPLOYEES"

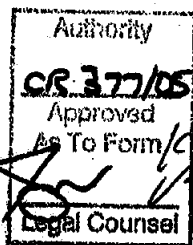


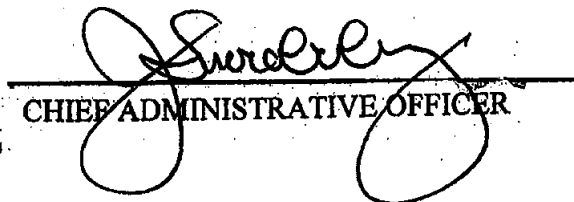
PRESIDENT



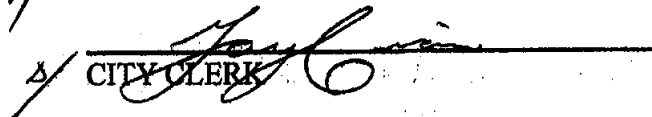
RECORDING SECRETARY

THE CORPORATION OF THE CITY OF WINDSOR





CHIEF ADMINISTRATIVE OFFICER



CITY CLERK

LOCAL 543, C.U.P.E.

SCHEDULE "A"

POSITIONS AND CLASSIFICATIONS EXCLUDED FROM THE BARGAINING UNIT

UNDER THIS AGREEMENT

(As Referred to in Article 1.01)

- A. Ali Department Heads, Deputy Department Heads and all positions listed in the *salary* schedule for Management personnel.
- B. All employees of the Mayor's Office, Office of the Chief Administrative Officer, and the Legal and Human Resources Department.
- C. All employees who come within the jurisdiction of other bargaining units.

Such other employees and/or job classification as ~~may~~ be agreed between the parties hereto in writing, effective ~~from~~ the date of execution of the same for the unexpired ~~term~~ of this agreement.

SALARY SCHEDULE "B"
January 1, 2005 to December 31, 2008

CLASSIFICATION_01

HRSMWK	EFFECTIVE	LEVEL 1	LEVEL 2
33.75	Jan. 1, 2005	978.75	1,150.88
	Jan. 1, 2006	1,008.45	1,185.30
	Jan. 1, 2007	1,038.83	1,221.08
	Jan. 1, 2008	1,069.88	1,257.53

CLASSIFICATION_02

HRSMWK	EFFECTIVE	LEVEL 1	LEVEL 2
33.75	Jan. 1, 2005	1,015.88	1,194.75
	Jan. 1, 2006	1,046.25	1,230.53
	Jan. 1, 2007	1,077.98	1,267.66
	Jan. 1, 2008	1,110.38	1,305.45

CLASSIFICATION_03

HRSMWK	EFFECTIVE	LEVEL 1	LEVEL 2
33.75	Jan. 1, 2005	1,052.33	1,238.63
	Jan. 1, 2006	1,084.05	1,275.75
	Jan. 1, 2007	1,116.45	1,314.23
	Jan. 1, 2008	1,150.20	1,353.38

CLASSIFICATION_04

HRSMWK	EFFECTIVE	LEVEL 1	LEVEL 2
Y	Jan. 1, 2005	16.19	19.04
	Jan. 1, 2006	16.68	19.61
	Jan. 1, 2007	17.18	20.20
	Jan. 1, 2008	17.70	20.81

33.75	Jan. 1, 2005	1,092.83	1,285.20
	Jan. 1, 2006	1,125.90	1,323.68
	Jan. 1, 2007	1,159.65	1,363.50
	Jan. 1, 2008	1,194.75	1,404.68

543265 Facility Person
543265 Facility Person (F.G)
543265 Facility Person (Mack)
543265 Facility Person (Col.)
*Regular Part-time - Hourly wage only

543414 Administrative Support Clerk
543126 Clerk-Steno Int.

Council Services
Public Works

Parts & Recreation
Parts & Recreation
Parts & Recreation
Parts & Recreation

Corporate Services
Traffic Engineering

CLASSIFICATION_04 (continued)

543083 Mail/Delivery Person
543256 Parking Enforcement Systems Clerk



HRS/MWK	EFFECTIVE	LEVEL 1	LEVEL 2
40.00	Jan. 1, 2005	1,295.20	1,523.20
	Jan. 1, 2006	1,334.40	1,568.80
	Jan. 1, 2007	1,374.40	1,616.00
	Jan. 1, 2008	1,416.00	1,664.80

Bi-weekly
Hourly

CLASSIFICATION_05

543178 *Kitchen Staff II
543177 *Housekeeping Staff II

Huron Lodge
Huron Lodge

HRS/MWK	EFFECTIVE	LEVEL 1	LEVEL 2
Y	Jan. 1, 2005	16.82	19.78
	Jan. 1, 2006	17.32	20.37
	Jan. 1, 2007	17.84	20.98
	Jan. 1, 2008	18.38	21.61

*Regular Part-time - Hourly wage only

543002 Data Entry/Microfilm Records Clerk
543003 Receptionist
543019 Clerk-Junior
543021 Clerk-Seno Intermediat
543018 Customer Service Representative
543164 Receptionist
543127 Microfilm/ File Clerk
543204 Caseworker (Bus Pass)
543205 Clerk-Junior (Comm.L.)

Building
Building
Council Services
Council Services
Council Services
Parks & Recreation
Public Works
Social Services
Social Services

HRS/MWK	EFFECTIVE	LEVEL 1	LEVEL 2
Y	Jan. 1, 2005	1,135.35	1,335.15
	Jan. 1, 2006	1,169.10	1,374.98
	Jan. 1, 2007	1,204.20	1,416.15
	Jan. 1, 2008	1,240.85	1,458.68

Bi-weekly
Hourly

543048 Technical Support Clerk

Corporate Services

HRS/MWK	EFFECTIVE	LEVEL 1	LEVEL 2
Y	Jan. 1, 2005	1,281.50	1,483.50
	Jan. 1, 2006	1,299.00	1,527.75
	Jan. 1, 2007	1,338.00	1,573.50
	Jan. 1, 2008	1,378.50	1,620.75

Bi-weekly

543178 Kitchen Staff II
543177 Housekeeping Staff II

Huron Lodge
Huron Lodge

HRS/MWK	EFFECTIVE	LEVEL 1	LEVEL 2
Y	Jan. 1, 2005	16.82	19.78
	Jan. 1, 2006	17.32	20.37
	Jan. 1, 2007	17.84	20.98
	Jan. 1, 2008	18.38	21.61

Bi-weekly
Hourly

CLASSIFICATION_07		HRS/WK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3
543011	Communications Clerk					
543008	Secretary to Mgr of Inspections	33.75	Jan. 1, 2005	1,220.40	1,327.05	1,435.05
543008	Zoning Clerk			18.08	19.68	21.28
543055	Clerk-Expediter		Jan. 1, 2006	1,256.85	1,366.88	1,478.25
543053	Customer Service Clerk			18.62	20.25	21.90
543067	Bookkeeper/Clerk		Jan. 1, 2007	1,294.65	1,408.05	1,522.80
543066	Operations Clerk Withome			19.18	20.86	22.56
543249	Data Entry Operator		Jan. 1, 2008	1,333.80	1,450.58	1,568.70
543403	Administrative Assistant			19.76	21.49	23.24
543403	Policy and Procedures Assistant					
543024	Clerk-Intermediate					
543025	Corporate Print Operator					
543168	Accounts Payable Clerk					
543128	Clerk-Intermediate					
543135	Int. Accounting Clerk					
543134	Intermediate Invoice Clerk					
543136	Payroll Accounting Clerk					
543408	Administrative Assistant					
543259	Clerk-Junior (ERO)					
543210	Clerk-Junior (Switchboard)					
543213	Clerk-Junior (Work Act)					
543378	Clerk-Senior (Fin)					
543201	Clerk-Junior (Adm)					
543203	Clerk Junior Child. Services					
543214	Day Nursery Cook	37.50	Jan. 1, 2005	1,356.00	1,474.50	1,594.50
				18.08	19.66	21.26
			Jan. 1, 2006	1,396.50	1,518.75	1,642.50
				18.62	20.25	21.90
			Jan. 1, 2007	1,436.50	1,564.50	1,692.00
				19.18	20.86	22.56
			Jan. 1, 2008	1,482.00	1,611.75	1,743.00
				19.76	21.49	23.24
	Social Services					
			Jan. 1, 2005	1,446.40	1,572.80	1,700.80
				18.08	19.66	21.26
			Jan. 1, 2006	1,489.60	1,620.00	1,752.00
				18.62	20.25	21.90
			Jan. 1, 2007	1,534.40	1,668.80	1,804.80
				19.18	20.86	22.56
			Jan. 1, 2008	1,580.80	1,719.20	1,859.20
				19.76	21.49	23.24
543182	Kitchen Staff I	40.00	Jan. 1, 2005	1,446.40	1,572.80	1,700.80
543139	Maintenance Clerk			18.08	19.66	21.26
543199	Parking Maintenance Staff		Jan. 1, 2006	1,489.60	1,620.00	1,752.00
543112	Provincial Offenses Officer			18.62	20.25	21.90
			Jan. 1, 2007	1,534.40	1,668.80	1,804.80
				19.18	20.86	22.56
			Jan. 1, 2008	1,580.80	1,719.20	1,859.20
				19.76	21.49	23.24

CLASSIFICATION .08 (continued)

	HRS/WK		LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543088 Resident Building Custodian	40.00	Bi-weekly	1,499.20	1,587.20	1,676.00	1,763.20
543186 Storekeeper		Hourly	18.74	19.84	20.95	22.04
543187 Laundry Services Leader			1,544.00	1,635.20	1,728.40	1,816.00
543113 Parking Violations Clerk/Cashier			19.30	20.44	21.58	22.70
543354 Operations Data Technician			1,590.40	1,684.00	1,778.40	1,870.40
			19.88	21.05	22.23	23.38
			1,638.40	1,734.40	1,832.00	1,928.40
			20.48	21.68	22.90	24.08

CLASSIFICATION .09

	HRS/WK		EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543007 Financial Records Clerk	33.75	Bi-weekly	Jan. 1, 2005	1,312.20	1,388.48	1,466.78	1,544.40
543010 Secretary		Hourly		19.44	20.57	21.73	22.88
543052 Budget Clerk			Jan. 1, 2006	1,351.35	1,430.33	1,510.65	1,590.96
543066 Accounts Payable Control Clerk				20.02	21.19	22.38	23.57
543067 Clerk-Senior			Jan. 1, 2007	1,391.85	1,473.53	1,555.88	1,638.90
543068 Tax & Accts Receivable Collector				20.62	21.83	23.05	24.28
543090 Senior Accounting Clerk			Jan. 1, 2008	1,433.70	1,517.40	1,602.45	1,688.18
543093 Admissions Clerk				21.24	22.48	23.74	25.01
543097 Mortgage/ownership Clerk							
543059 Property Tax Clerk							
543092 Secretary to City Engineer							
543046 General Accounts Payable Clerk							
543032 Legal Documents Clerk							
543411 311 Operator							
543413 Senior Issuer / Vital Statistics							
543412 Records Analyst							
543149 Senior Counter Clerk							
543146 Intermediate Accounting Clerk							
543357 Clerk-Intermediate (Fin)							
543224 Clerk-Steno Int. (Fin/Admin)							
543225 Clerk-Steno Int.(Special Services)							
543222 Clerk-Steno Intermediate(Central)							
543223 Clerk-Steno Intermediate(Child)							
543221 Clerk-Steno Intermediate(East)							
543226 Clerk-Steno Intermediate(Income)							
543227 Intro Intake Worker							
543377 Intermediate Receptionist - Learnington							
543216 Team Clerk Verification Intake							

	HRS/WK		EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543150 Technical Aide	37.50	Bi-weekly	Jan. 1, 2005	1,458.00	1,542.75	1,628.75	1,716.00
		Hourly		19.44	20.57	21.73	22.88
			Jan. 1, 2006	1,501.50	1,589.25	1,678.50	1,767.75
				20.02	21.19	22.38	23.57
			Jan. 1, 2007	1,546.50	1,637.25	1,728.75	1,821.00
				20.62	21.83	23.05	24.28
			Jan. 1, 2008	1,593.00	1,686.00	1,780.50	1,875.75
				21.24	22.48	23.74	25.01

CLASSIFICATION .09 (continued)

CLASSIFICATION	DESCRIPTION	HRS/WK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543091	Painter-Brush	40.00	Jan. 1, 2005	1,555.20	1,645.60	1,738.40	1,830.40
543189	Arts & Crafts Worker	40.00	Jan. 1, 2006	1,501.60	1,685.20	1,780.40	1,885.60
543374	Nutritional Administrative Assistant	40.00	Jan. 1, 2007	1,649.60	1,746.40	1,844.00	1,942.40
543185	Nursing & Records Assistant	40.00	Jan. 1, 2008	1,699.20	1,798.40	1,898.20	2,000.80
543382	Food Service Production Leader	40.00		20.62	21.83	23.05	24.28
543115	By-Law Enforcement Coordinator	40.00		21.24	22.48	23.74	25.01

CLASSIFICATION .10

CLASSIFICATION	DESCRIPTION	HRS/WK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543012	Secretary-Senior	33.75	Jan. 1, 2005	1,362.15	1,442.48	1,522.80	1,601.10
543042	Administrative Clerk	33.75	Jan. 1, 2006	20.18	21.37	22.56	23.72
543041	Tourism Assistant	33.75	Jan. 1, 2007	1,403.33	1,485.68	1,568.70	1,649.03
543370	Property Coordinator	33.75	Jan. 1, 2008	20.79	22.01	23.24	24.43
543057	Cash Book Clerk	33.75		1,445.18	1,530.23	1,615.95	1,698.30
543062	Payroll Clerk	33.75		21.41	22.67	23.94	25.16
543060	Payroll Clerk	33.75		22.05	23.35	24.66	25.91
543061	Payroll Clerk	33.75		22.05	23.35	24.66	25.91
543058	Tax Accounting Clerk	33.75		22.05	23.35	24.66	25.91
543026	Council Agenda Coordinator	33.75		22.05	23.35	24.66	25.91
543163	Clerk-Senior	33.75		22.05	23.35	24.66	25.91
543174	Sports Facilities Clerk	33.75		22.05	23.35	24.66	25.91
543152	CAD Technician I	33.75		22.05	23.35	24.66	25.91
543143	Equipment Cost Analyst	33.75		22.05	23.35	24.66	25.91
543372	Administrative Assistant	33.75		22.05	23.35	24.66	25.91
543228	Senior Clerk-Control	33.75		22.05	23.35	24.66	25.91
543220	Retrospective Budget Clerk	33.75		22.05	23.35	24.66	25.91
543117	Clerk-Senior	33.75		22.05	23.35	24.66	25.91
543111	Clerk-Junior	33.75		22.05	23.35	24.66	25.91

CLASSIFICATION	DESCRIPTION	HRS/WK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543163	Adjutant	40.00	Jan. 1, 2005	1,614.40	1,709.60	1,804.80	1,897.60
543191	Cook	40.00	Jan. 1, 2006	20.18	21.37	22.56	23.72
543184	Community Support Worker	40.00	Jan. 1, 2007	1,663.20	1,760.80	1,859.20	1,954.40
543192	Entertainment & Activities Co-ord.	40.00	Jan. 1, 2008	20.79	22.01	23.24	24.43
543194	Maintenance Engineer	40.00		1,712.80	1,813.60	1,915.20	2,012.80
543382	Medical Transcriptionist/Admin Assistant	40.00		21.41	22.67	23.94	25.16
543394	Environmental Public Relations Program Coord.	40.00	Jan. 1, 2008	1,764.00	1,868.00	1,972.80	2,072.80
543118	Maintenance Staff	40.00		22.05	23.35	24.66	25.91

CLASSIFICATION .11

CLASSIFICATION	DESCRIPTION	HRS/WK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543251	*Supply Early Childhood Educator	Y	Jan. 1, 2005	20.93	22.17	23.39	24.64
543195	*Health Care Aide/ Personal Support Worker	Y	Jan. 1, 2006	21.56	22.84	24.09	25.38
			Jan. 1, 2007	22.21	23.53	24.81	26.14
	Regular Part-time - Hourly wage only		Jan. 1, 2008	22.88	24.24	25.55	26.92

CLASSIFICATION .11 (continued)

CLASSIFICATION	DESCRIPTION	HR\$WK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543418	Development Planning Technician	33.75	Jan. 1, 2005	1,412.78	1,496.48	1,578.83	1,663.20
543043	Convention Coordinator			20.93	22.17	23.39	24.64
543065	Tax Operation Control Clerk			1,455.30	1,541.70	1,626.08	1,713.15
543054	Administrative Asst./Secretary			21.56	22.84	24.09	25.38
543073	Accounts Receivable Clerk			1,499.18	1,586.28	1,674.68	1,764.45
543071	Financial Reconciliation Clerk			22.21	23.53	24.81	26.14
543035	Legal Documents Clerk			1,544.40	1,636.20	1,724.63	1,817.10
543037	License Inspector			22.88	24.24	25.55	26.92
543036	Secretary-Senior						
543033	Senior Licenses Issuer						
543381	Crossing Guard Coordinator						
543169	Payroll Input Clerk						
543286	Marketing Assistant						
543108	Planning Technician						
543155	CAD Technician II						
543145	Admin. Asst. to E.D. of Environmental Services						

CLASSIFICATION	DESCRIPTION	HR\$WK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543353	Internet Coordinator	37.50	Jan. 1, 2005	1,589.75	1,662.75	1,754.25	1,848.00
543173	Draftsperson IV			20.93	22.17	23.39	24.64
				1,617.00	1,713.00	1,806.75	1,903.50
				21.56	22.84	24.09	25.38
				1,665.75	1,764.75	1,860.75	1,960.50
				22.21	23.53	24.81	26.14
				1,716.00	1,818.00	1,916.25	2,019.00
				22.88	24.24	25.55	26.92

CLASSIFICATION	DESCRIPTION	HR\$WK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543095	Painter-Brush A	40.00	Jan. 1, 2005	1,674.40	1,773.60	1,871.20	1,971.20
543098	Maintenance Engineer			20.93	22.17	23.39	24.64
543197	General Staff			1,724.80	1,827.20	1,927.20	2,030.40
543175	Recreation Assistant			21.56	22.84	24.09	25.38
543121	Maintenance Staff			1,776.80	1,882.40	1,984.80	2,091.20
543120	Signwriter			22.21	23.53	24.81	26.14
543116	Traffic Analyst			1,830.40	1,939.20	2,044.00	2,153.60
				22.88	24.24	25.55	26.92

CLASSIFICATION	DESCRIPTION	HR\$WK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543195	Health Care Aide/ Personal Support Worker	40.415	Jan. 1, 2005	1,691.77	1,792.00	1,890.61	1,991.65
				20.93	22.17	23.39	24.64
				1,742.69	1,846.16	1,947.19	2,051.47
				21.56	22.84	24.09	25.38
				1,795.23	1,901.93	2,005.39	2,112.90
				22.21	23.53	24.81	26.14
				1,849.39	1,959.32	2,065.21	2,176.94
				22.88	24.24	25.55	26.92

SALARY SCHEDULE 'B'
January 1, 2005 to December 31, 2008

CLASSIFICATION 12

CUPE LOCAL 543	CLASSIFICATION 12	*Computer Operator	Corporate Services	HRS/WK	Y	Hourly	Salary Schedule Data							
							Jan. 1, 2005	Jan. 1, 2006	Jan. 1, 2007	Jan. 1, 2008				
543072	Computer Operator	33.75	Corporate Services	Bi-weekly										
543076	Tax Accounting & Collection Control Clerk		Corporate Services	Hourly		1,627.50	1,723.50	1,819.50	1,913.25					
543075	Tax Registration Clerk		Corporate Services			21.70	22.98	24.26	25.51					
543070	Lead Payroll Clerk		Corporate Services			1,676.25	1,775.25	1,874.25	1,971.00					
543401	PeopleSoft Support Analyst		Corporate Services			22.35	23.67	24.99	26.28					
543380	Compliance/Enforcement Officer		Council Services			1,726.50	1,826.50	1,930.50	2,030.25					
543188	Resident Financial Coordinator		Huron Lodge			23.02	24.38	25.74	27.07					
543171	Secretary to Executive Director's		Parks & Recreation			1,778.25	1,883.25	1,988.25	2,091.00					
543107	Clerk Supervisor		Planning			23.71	25.11	26.51	27.88					
543157	CAD Technician III		Public Works											
543229	Caseworker (Co-Loc)		Social Services											
543119	Transportation Planner		Traffic Engineering											
543114	Sr. Secretary - Parking Permit Coordinator		Traffic Engineering											
543230	Early Childhood Educator	37.50	Social Services	Bi-weekly		1,736.00	1,836.40	1,940.80	2,040.80					
543407	Amanda Support Analyst		Council Services	Hourly		21.70	22.98	24.26	25.51					
543094	Maintenance Engineer	40.00	Corporate Services	Bi-weekly		1,783.00	1,883.60	1,988.20	2,102.40					
543097	Operating Engineer 4th Class		Corporate Services	Hourly		22.35	23.67	24.99	26.28					
543176	Recreation Assistant		Parks & Recreation			1,841.60	1,950.40	2,058.20	2,165.60					
543158	Laboratory Technician		Public Works			23.02	24.38	25.74	27.07					
543122	Signal System Technician		Traffic Engineering			1,896.80	2,006.80	2,120.80	2,230.40					
543123	Traffic Technician		Traffic Engineering			23.71	25.11	26.51	27.88					
543198	Registered Practical Nurse	41.25	Huron Lodge	Bi-weekly		1,790.25	1,895.85	2,001.45	2,104.58					
				Hourly		21.70	22.98	24.26	25.51					
						1,843.88	1,952.78	2,061.68	2,168.10					
						22.35	23.67	24.99	26.28					
						1,899.15	2,011.35	2,123.55	2,233.28					
						23.02	24.38	25.74	27.07					
						1,956.08	2,071.58	2,187.08	2,300.10					
						23.71	25.11	26.51	27.88					

CLASSIFICATION .13

CLASSIFICATION	DESCRIPTION	HRS/WK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543015	Customer Service Representative	33.75 Bi-weekly Hourly	Jan. 1, 2005	1,520.10	1,608.53	1,696.98	1,788.08
543013	Housing Loans Processor		22.52	23.83	25.17	26.49	
543014	Zoning Coordinator		23.20	24.54	25.93	27.28	
543069	Financial Analysis Accounting Clerk		23.90	25.28	26.71	28.10	
543074	Buyer		24.62	26.04	27.51	28.94	
543384	Maintenance/Technical Support Person		1,688.00	1,787.25	1,887.75	1,988.75	
543038	Secretary/Treasurer Committee of Adjustment		22.52	23.83	25.17	26.49	
543034	Committee Coordinator		1,740.00	1,840.50	1,944.75	2,046.00	
543232	Resource Teacher Property Analyst	37.50 Bi-weekly Hourly	Jan. 1, 2005	1,787.25	1,887.75	1,988.75	2,089.75
543160	Administrative Inspector		23.20	24.54	25.93	27.28	
543200	Parking Technician		23.90	25.28	26.71	28.10	
543160	Administrative Inspector		24.62	26.04	27.51	28.94	
543200	Parking Technician		1,801.60	1,906.40	2,013.60	2,119.20	
543398	Council Committee Coordinator		22.52	23.83	25.17	26.49	
543398	Purchasing & Risk Analyst		1,856.00	1,963.20	2,074.40	2,182.40	
543260	Caseworker (Child Serv)		23.20	24.54	25.93	27.28	
543409	Local Business Expert	1,912.00	2,022.40	2,136.80	2,248.00		
543409	Local Business Expert	23.90	25.28	26.71	28.10		
543409	Local Business Expert	1,969.60	2,083.20	2,200.80	2,315.20		
543409	Local Business Expert	24.62	26.04	27.51	28.94		

CLASSIFICATION .14

CLASSIFICATION	DESCRIPTION	HRS/WK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543016	Plan Examiner	33.75 Bi-weekly Hourly	Jan. 1, 2005	1,576.80	1,669.28	1,761.75	1,854.23
543415	Property Assessor		23.36	24.73	26.10	27.47	
543398	Council Committee Coordinator		24.06	25.47	26.88	28.29	
543398	Purchasing & Risk Analyst		24.78	26.23	27.69	29.14	
543260	Caseworker (Child Serv)		1,624.05	1,719.23	1,814.40	1,909.58	
543409	Local Business Expert		1,672.65	1,770.53	1,869.08	1,966.95	
543409	Local Business Expert		24.78	26.23	27.69	29.14	
543409	Local Business Expert		1,722.60	1,823.85	1,925.10	2,025.68	
543166	Survey Technologist	37.50 Bi-weekly Hourly	Jan. 1, 2005	1,752.00	1,854.75	1,957.50	2,060.25
543245	Coord.Analyst Closed Circuit T.V.		23.36	24.73	26.10	27.47	
543245	Coord.Analyst Closed Circuit T.V.		1,804.50	1,910.25	2,016.00	2,121.75	
543245	Coord.Analyst Closed Circuit T.V.		24.06	25.47	26.88	28.29	
543245	Coord.Analyst Closed Circuit T.V.		1,859.50	1,967.25	2,076.75	2,185.50	
543245	Coord.Analyst Closed Circuit T.V.		24.78	26.23	27.69	29.14	
543245	Coord.Analyst Closed Circuit T.V.		1,914.00	2,026.50	2,139.00	2,250.75	
543245	Coord.Analyst Closed Circuit T.V.		25.52	27.02	28.52	30.01	

CLASSIFICATION .14 (continued)

	HRSMWK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
Corporate Services Public Works	40.00	Jan. 1, 2005	1,898.80	1,978.40	2,088.00	2,197.60
Traffic Engineering		Jan. 1, 2006	23.36	24.73	26.10	27.47
Traffic Engineering		Jan. 1, 2006	1,924.80	2,037.60	2,150.40	2,263.20
Sign Shop Coordinator		Jan. 1, 2007	24.06	25.47	26.88	28.29
		Jan. 1, 2007	1,962.40	2,098.40	2,215.20	2,331.20
		Jan. 1, 2008	24.78	26.23	27.69	29.14
		Jan. 1, 2008	2,041.60	2,161.60	2,281.60	2,400.80
			25.52	27.02	28.52	30.01

CLASSIFICATION .15

	HRSMWK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
Corporate Services Council Services	33.75	Jan. 1, 2005	1,636.20	1,731.36	1,827.23	1,923.75
Council Services		Jan. 1, 2006	24.24	25.65	27.07	28.50
Social Services		Jan. 1, 2006	1,685.48	1,783.35	1,881.90	1,981.80
Social Services		Jan. 1, 2007	24.97	26.42	27.88	29.36
Social Services		Jan. 1, 2007	1,738.10	1,836.68	1,936.60	2,041.20
Social Services		Jan. 1, 2008	25.72	27.21	28.72	30.24
Social Services		Jan. 1, 2008	1,788.08	1,892.03	1,996.65	2,102.63
Social Services			26.49	28.03	29.58	31.15

Corporate Services Corporate Services Public Works	37.50	Jan. 1, 2005	1,818.00	1,923.75	2,030.25	2,137.50
		Jan. 1, 2006	24.24	25.65	27.07	28.50
		Jan. 1, 2006	1,872.75	1,981.50	2,091.00	2,202.00
		Jan. 1, 2007	24.97	26.42	27.88	29.36
		Jan. 1, 2007	1,929.00	2,040.75	2,154.00	2,268.00
		Jan. 1, 2008	25.72	27.21	28.72	30.24
		Jan. 1, 2008	1,986.75	2,102.25	2,219.50	2,336.25
			28.49	28.03	29.58	31.15

Huron Lodge	40.00	Jan. 1, 2005	1,938.20	2,052.00	2,165.60	2,280.00
		Jan. 1, 2006	24.24	25.65	27.07	28.50
		Jan. 1, 2006	1,997.60	2,113.60	2,230.40	2,348.80
		Jan. 1, 2007	24.97	26.42	27.88	29.36
		Jan. 1, 2007	2,057.60	2,176.80	2,297.60	2,419.20
		Jan. 1, 2008	25.72	27.21	28.72	30.24
		Jan. 1, 2008	2,119.20	2,242.40	2,366.40	2,492.00
			26.49	28.03	29.58	31.15

Corporate Services	Y	Jan. 1, 2005	24.24	25.65	27.07	28.50
		Jan. 1, 2006	24.97	26.42	27.88	29.36
		Jan. 1, 2007	25.72	27.21	28.72	30.24
		Jan. 1, 2008	26.49	28.03	29.58	31.15

* Regular Part-time - Hourly wage only

CLASSIFICATION .16

	HRSMWK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543100 Tenant Relations Coordinator	33.75	Jan. 1, 2005	1,898.28	1,794.83	1,896.08	1,995.30
543242 Social Worker BSW			25.13	26.59	28.09	29.56
543240 Eligibility Review Officer		Jan. 1, 2006	1,746.90	1,848.83	1,952.78	2,055.38
		Jan. 1, 2007	1,789.55	1,904.18	2,011.50	2,116.80
		Jan. 1, 2008	1,853.55	1,981.55	2,071.58	2,180.25
			27.46	29.06	30.69	32.30

543081 Business Analyst

Corporate Services

37.50 Bi-weekly Hourly

Jan. 1, 2005	1,884.75	1,994.25	2,106.75	2,217.00
Jan. 1, 2006	25.13	26.59	28.09	29.56
Jan. 1, 2007	1,941.00	2,054.25	2,169.75	2,283.75
	25.88	27.39	28.93	30.45
Jan. 1, 2008	1,999.50	2,115.75	2,235.00	2,352.00
	26.66	28.21	29.80	31.36
	2,059.50	2,179.50	2,301.75	2,422.50
	27.46	29.06	30.69	32.30

543370 Property Coordinator

Corporate Services

40.00 Bi-weekly Hourly

Jan. 1, 2005	1,884.75	1,994.25	2,106.75	2,217.00
Jan. 1, 2006	25.13	26.59	28.09	29.56
Jan. 1, 2007	1,941.00	2,054.25	2,169.75	2,283.75
Jan. 1, 2008	2,059.50	2,179.50	2,301.75	2,422.50
	27.46	29.06	30.69	32.30

CLASSIFICATION .17

	HRSMWK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543161 Construction Inspector	37.50	Jan. 1, 2005	1,954.50	2,069.25	2,184.00	2,299.50
		Jan. 1, 2006	2,013.00	2,131.50	2,249.25	2,368.50
		Jan. 1, 2007	2,073.75	2,195.25	2,316.75	2,439.75
		Jan. 1, 2008	2,136.00	2,261.25	2,386.50	2,513.25
			28.48	30.15	31.82	33.51

CLASSIFICATION .18

	HRSMWK	EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
543238 Job Developer	33.75	Jan. 1, 2005	1,824.53	1,931.85	2,037.83	2,146.50
		Jan. 1, 2006	1,879.20	1,989.90	2,099.25	2,210.63
		Jan. 1, 2007	1,935.90	2,049.30	2,162.03	2,276.78
		Jan. 1, 2008	1,993.95	2,110.73	2,226.83	2,344.95
			28.68	30.36	32.03	33.73
			29.54	31.27	32.99	34.74

COPE LOCAL 543

SALARY SCHEDULE "B"
January 1, 2005 to December 31, 2008

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CLASSIFICATION 18 (continued)

543017 Inspector

Building

HRS/WK

37.50 Bi-weekly
Hourly

EFFECTIVE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
Jan. 1, 2005	2,027.25	2,146.50	2,264.25	2,385.00
Jan. 1, 2006	2,088.00	2,211.00	2,332.50	2,456.25
Jan. 1, 2007	2,151.00	2,277.00	2,402.25	2,529.75
Jan. 1, 2008	2,215.50	2,345.25	2,474.25	2,605.50

LOCAL 543, C.U.P.E.

SCHEDULE "C"

STUDENT RATES

(See Article 5.01)

Summer Students Rates

Grade 25.50

January 1, 2005 - \$13.61 per hour
January 1, 2006 - \$14.02 per hour
January 1, 2007 - \$14.44 per hour
January 1, 2008 - \$14.87 per hour

*Special Students Rates

* Special Student **Rate** - Rate shall be determined having regard to the qualifications required and shall be no higher than the rate for Grade 4.00.

* Applicable **only** to those students filling positions which require the completion of certain university courses and those employed by the Corporation under co-operative programmes **with the** universities and colleges and governmental student work programmes.

Grade 26.00

January 1, 2005 -	\$1235.93	\$1273.73	\$1311.53	\$1350.00
January 1, 2006 -	1273.05	1312.20	1350.68	1390.50
January 1, 2007 -	1311.53	1351.35	1391.18	1432.35
January 1, 2008 -	1350.68	1391.85	1433.03	1475.55

Applicable to 34 hour week

January 1, 2005 -	\$1235.56	\$1275.00	\$1312.40	\$1351.16
January 1, 2006 -	1272.96	1313.08	1351.84	1391.96
January 1, 2007 -	1311.04	1352.52	1392.64	1433.44
January 1, 2008 -	1350.48	1393.32	1434.12	1476.28

Applicable to 40 hour week

January 1, 2005 -	\$1252.80	\$1290.40	\$1327.20	\$1364.80
January 1, 2006 -	1290.40	1328.80	1367.20	1405.60
January 1, 2007 -	1328.80	1368.80	1408.00	1448.00
January 1, 2008 -	1368.80	1409.60	1450.40	1491.20

Grade 26.10

January 1, 2005 -	\$1072.58	\$1113.75	\$1154.25	\$1194.75	\$1235.25
January 1, 2006 -	1104.98	1147.50	1188.68	1230.53	1272.38
January 1, 2007 -	1138.05	1181.93	1224.45	1267.65	1310.85
January 1, 2008 -	1172.48	1217.70	1260.90	1305.45	1350.00

Applicable to 34 hour week

January 1, 2005 -	\$1073.72	\$1113.84	\$1154.64	\$1195.44	\$1235.56
January 1, 2006 -	1105.68	1147.16	1189.32	1231.48	1272.96
January 1, 2007 -	1139.00	1181.84	1224.68	1268.20	1311.04
January 1, 2008 -	1173.00	1217.20	1261.40	1306.28	1350.48

Applicable to 40 hour week

January 1, 2005 -	\$1092.00	\$1128.80	\$1169.60	\$1210.40	\$1252.80
January 1, 2006 -	1124.80	1162.40	1204.80	1246.40	1290.40
January 1, 2007 -	1158.40	1197.60	1240.80	1284.00	1328.80
January 1, 2008 -	1192.80	1233.60	1278.40	1322.40	1368.80

Grade 27.00

January 1, 2005 -	\$1077.98	\$1107.68	\$1140.08	\$1171.80
January 1, 2006 -	1110.38	1140.75	1174.50	1206.90
January 1, 2007 -	1143.45	1175.18	1209.60	1243.35
January 1, 2008 -	1177.88	1210.28	1246.05	1280.48

Applicable to 37.5 hour week

January 1, 2005 -	\$1087.50	\$1117.50	\$1150.50	\$1181.25
January 1, 2006 -	1120.50	1151.25	1185.00	1216.50
January 1, 2007 -	1154.25	1185.75	1220.25	1253.25
January 1, 2008 -	1188.75	1221.00	1257.00	1290.75

Grade 28.10

January 1, 2005 -	\$987.53	\$1026.68	\$1063.80	\$1102.28	\$1140.08	\$1179.23
January 1, 2006 -	1017.23	1057.73	1095.53	1135.35	1174.50	1214.33
January 1, 2007 -	1047.60	1089.45	1128.60	1169.10	1209.60	1250.78
January 1, 2008 -	1079.33	1121.85	1162.35	1204.20	1246.05	1288.58

Grade 28.20

January 1, 2005 -	\$987.53	\$1026.68	\$1063.80	\$1102.28	\$1140.08
January 1, 2006 -	1017.23	1057.73	1095.53	1135.35	1174.50
January 1, 2007 -	1047.60	1089.45	1128.60	1169.10	1209.60
January 1, 2008 -	1079.33	1121.85	1162.35	1204.20	1246.05

Grade 29.00

	1 ST 6 MONTHS	2 ND 6 MONTHS	2 ND YEAR	3 RD YEAR	4 TH YEAR	5 TH YEAR	6 TH YEAR
January 1, 2005 -	\$853.88	\$885.60	\$917.33	\$947.70	\$981.45	\$1012.50	\$1045.58
January 1, 2006 -	879.53	911.93	945.00	976.05	1011.15	1042.88	1076.63
January 1, 2007 -	905.85	939.60	973.35	1005.08	1041.53	1073.93	1109.03
January 1, 2008 -	932.85	967.95	1002.38	1035.45	1072.58	1106.33	1142.10

Applicable to 37.5 hours

	2 ND 6 MONTHS	2 ND YEAR	3 RD YEAR	4 TH YEAR	5 TH YEAR	6 TH YEAR
January 1, 2005 -	\$895.50	\$927.00	\$958.50	\$989.25	\$1023.00	\$1054.50
January 1, 2006 -	922.50	954.75	987.00	1019.25	1053.75	1086.00
January 1, 2007 -	950.25	983.25	1016.25	1050.00	1085.25	1118.25
January 1, 2008 -	978.75	1012.50	1047.00	1081.50	1117.50	1152.00

SCHEDULE "D"

JOB EVALUATION

MANUAL OF PROCEDURES

between

THE CORPORATION OF THE CITY OF WINDSOR

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 543

November 9, 1990

This Manual of Procedures is supplemental to and forms part of the current Collective Agreement.

ARTICLE 1 • PURPOSE

This Manual of Procedures is established to provide **an** ongoing maintenance programme for the agreed upon Joint Job Evaluation Programme, designed to provide and maintain the basis of a gender-bias **free** and equitable salary and wage structure, and providing the method by which job descriptions and job ratings shall be maintained to meet changing conditions and work requirements.

ARTICLE 2 • DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Programme:

Benchmark Job	or “Key Jobs” are a representative selection of job activities chosen from the classifications covered by the Plan. These are used as a basis for comparison and as guides for maintaining relativity of rating under the Rating Manual.
Classification	The designation in the Salaries and Wages Schedule of the Collective Agreement for a particular salary or wage level or range.
Classification Differential	The difference between the maximum salary or wage rates in the Salaries and Wages Schedule of the Collective Agreement.
Classification Increments	The salary or wage steps for a particular Classification.
Collective Agreement	The Collective Agreement currently in effect between the Corporation of the City of Windsor (hereinafter referred to as the Corporation) and C.U.P.E. Local 543 (hereinafter referred to as the Union).
Duty	A recognizably different segment of a job comprised of a number of tasks , defining what is to be done.

Employee	An employee of the Corporation in the bargaining unit for which the Union is the recognized bargaining agent as defined in the Collective Agreement.
Factors	The major criteria, i.e. experience, responsibility, working conditions, etc. as set out in the Rating Manual.
Factor Degrees	The actual measurement levels within each Factor.
Green Circled	A job identified as having a salary or wage rate identified as below that established as a result of job evaluation.
Incumbent	An employee who has been appointed or promoted to a job. An employee is an incumbent in one job only.
Job	A group of duties assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording the tasks and duties comprising a job and the required skill, responsibility, effort and working conditions involved in the performing of that job, through the use of questionnaires, observation and study.
Job Description	The official record of the principle tasks and duties of a job, necessary for job rating purposes only, and not to be confused with a Notice of vacancy.
Job Documents	Comprised of all documentation used in the job analysis process, specifically job content questionnaires, job site review reports, job descriptions, and interviews.
Job Evaluation	The process of studying and analyzing a job to obtain detailed information about the content of the job, and the rating of the job by use of the Rating Manual, which is set out in the Collective Agreement, to determine the relationship of the job to other jobs covered by this Job Evaluation Programme.

Job Rating	The selected degree levels, points, and reasons for the rating and the total points established for a job, in accordance with the Rating Manual, which becomes the official rating for the job .
Joint Job Evaluation Committee	The Joint Committee appointed by the parties to the Collective Agreement to deal with matters relating to the rating of jobs as governed by this Manual of Procedures and the Rating Manual as set out in the Collective Agreement.
Out of Schedule Rate	A salary or wage rate paid to an employee, for a specific purpose and for a specified period of time, that is in excess of the maximum rate that is determined for the job in accordance with the Job Evaluation Programme.
Points	The numerical expression adopted for the measurement of each degree within each Factor.
Rating	The Rating Manual contains the basic guides for analyzing and evaluating the content of a job.
Red Circled	A job identified as having a <i>salary</i> or wage rate identified as above that established as a result of job evaluation.
Salaries and Wages Schedule	The salary and wage classifications as set forth in the Collective Agreement.
Staff Establishment Position	A staff position authorized ,as such by Council resolution.
Task	An activity undertaken in order to complete specific duty, defining how a duty is done.
Total Points	The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.

ARTICLE 3 - RATING METHODOLOGY

- 3.1 Job documents serve to record the basis ~~from~~ which the job ~~is~~ rated and to compare and judge changes in job content which result, from time to time, from new or changed circumstances or requirements of the job.
- 3.2 Job documents are for the purpose of rating a job and assigning the job into the proper Classification for application of the Salary and Wage Schedule. Job documents shall be in sufficient detail to enable the job to be identified and rated.
- 3.3 A job description reflects the major duties and responsibilities required for proper evaluation and shall not be construed ~~as~~ a ~~detailed~~ description of all the work requirements inherent to the job.
- 3.4 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill, responsibility and effort ~~required~~ and the working conditions involved in each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are subdivided and refined into ~~an~~ analysis and rating of each job to assess the relative worth on the basis of specific Factors ~~as~~ shown in Schedule 2.
- 3.5 Job ratings serve to:
- (a) group jobs which have relatively equivalent point values into the same Classification;
 - (b) provide the basis from which to gauge equitable salary and wage relationships between the jobs;
 - (c) from the foundation ~~from~~ which to measure changes in job content;
 - (d) enable the assignment of jobs into their proper Classifications.

ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

- 4.1 It is important that each party maintain accurate job descriptions and job ratings on ~~an~~ ongoing basis. Failure to do so will serve to damage the integrity of the Programme, It is the intention of the parties to jointly review all job descriptions over a five (5) year period. Such review shall commence from the installation date of this Job Evaluation Programme.
- 4.2 Job evaluation rating reviews shall be undertaken when:
- (a) changes to existing job duties take place
 - (b) a new job is created.

- 4.3** Whenever the Corporation creates a new job, the following procedures shall apply:
- (a) The Corporation shall prepare a draft job description for the new job, which, along with any other job documents, shall be forwarded to the Joint Job Evaluation Committee, for evaluation.
 - (b) The Corporation shall notify the Union of the new job by means of a copy of the job description, along with any other job documents that have been forwarded to the Joint Job Evaluation Committee.
 - (c) The Joint Job Evaluation Committee shall evaluate the job. Such evaluation shall determine the job's temporary Classification. In the event that the Committee cannot agree on the rating, the Corporation shall not be precluded from establishing a temporary Grade for the new job and assigning an employee to it, in accordance with the provisions of the Collective Agreement. The establishment of such a temporary Classification shall not serve to prejudice the Committee in their continued attempts to reach agreement on the appropriate rating.
 - (d) Within six (6) months of the incumbent commencing employment in the new job, the Joint Job Evaluation Committee will determine the final rating for the job using the job description and other job documents relating to the duties **actually** being performed at the time of review. Should it be determined through the Committee's final evaluation that a change should be made in the job's Classification, such a change shall be retroactive to the date that the incumbent commenced continuous employment in the new job.
 - (e) Should the Union consider that a new job has been established and that Sections 4.3 (a-d) have not been complied with, it shall notify the Director of Human Resources, giving the reasons in detail for its contention. Should the Director of Human Resources not agree with the Union's contention, either party may refer the matter to the Job Evaluation Referee.
- 4.4**
- (a) Whenever the Corporation changes the duties of a job and considers that the change in job content is less than that required to move the job to a different Classification, it shall prepare a revised job description and forward a copy of it to the Union and the incumbent.
 - (b) Should the Union or incumbent disagree with the Corporation, a Request for Review may be filed under Article 4.6.

- 4.5** Whenever the Corporation changes the duties of a job and the change in job content requires review by the Joint Job Evaluation Committee to determine an appropriate Classification, the following procedure shall apply:
- (a) The revised job description and any other job document shall be submitted to the Joint Job Evaluation Committee, ~~with~~ a copy to the Union.
 - (b) The Joint Job Evaluation Committee shall review the changes to the job description **and** any other job document and, if required, re-rate the job. The results of the re-evaluation will be communicated to the Corporation, the Union, and the incumbent.
 - (c) The job shall be assigned to the appropriate Classification, retroactive to the commencement date of the new duties.
- 4.6** A review of the job rating for a job may be initiated by the incumbent(s) or Union **as** follows:
- (a) The initiator shall complete the form “Request for Job Evaluation Review”, available from ~~the~~ Legal and Human Resources Department.
 - (b) The Request, upon completion and authorized by the Union must be forwarded to the Director of ~~Human~~ Resources, who shall **forward** it to the Joint Job Evaluation Committee, with a copy to the Union and the appropriate Department Head.
 - (c) If it is the decision of the Joint Job Evaluation Committee that the job rating should be reviewed, the job shall be evaluated, in accordance ~~with~~ Article **5**. The results of the re-evaluation will be communicated to the incumbent(s), the appropriate Department Head, the Corporation and the Union.
 - (d) If it is the decision of the Joint Job Evaluation Committee that the job rating should not be reviewed, then this decision will be communicated to the incumbent(s), the Department Head, the Corporation and the Union.
 - (e) **If** no decision can be reached by the Joint Job Evaluation Committee **as** to whether or not the job rating should be reviewed, then the matter shall be referred to the Job Evaluation Referee, in accordance with Article 7.
 - (f) If required, the job shall be assigned to the appropriate Classification, retroactive to the commencement date of the new duties.
- 4.7** In the event that an “out of schedule” higher rate for a job is introduced by the Corporation, the Union shall be notified in writing, and such rate shall continue in

effect until the Corporation determines that the conditions which gave rise to it no longer exist. At that time the rate for the job shall be the evaluated Classification.

Any employee who was being paid at the "out of schedule" rate while working in the job shall continue to receive the "out of schedule" rate for a period of three (3) months following the Corporation's termination of the "out of schedule" rate, at which time the incumbent shall revert to their previously held rate, adjusted to reflect economic adjustment or increment advance.

- 4.8 The Corporation shall notify the Union in writing within ten (10) working days prior to any change in the job evaluation identification details of a job (i.e., Department, job code, job title, etc.).
- 4.9 If the Corporation decides to eliminate a job from the **staff** establishment, the Union shall be notified in writing within twenty (20) working days prior to such a decision.

ARTICLE 5 - JOB EVALUATION PROCEDURES

- 5.1 The Joint Job Evaluation Committee shall review the job description and other job documents provided to them for the job under review, to **clarify** information required for rating purposes. Such review may include:
 - (a) Site inspection by the Committee
 - (b) Interviewing, by the Committee, of incumbents and supervisors.
- 5.2 The Joint Job Evaluation Committee shall then evaluate the job utilizing the Rating Manual (Schedule 1).
- 5.3 in making the determinations necessary for the rating of a job from the description of the job's content, **certain** basic characteristics are considered to be inherent in the performance of all jobs, and **are** not considered in the evaluation of any job in **this** programme. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary **tact**, and common courtesy.
- 5.4 In the application of the **Rating** Manual (Schedule 1), the following general rules shall apply:
 - (a) It is the content of the job that is being analyzed, not the incumbent(s).
 - (b) Jobs are to be evaluated without regard to existing Classifications.
 - (c) Jobs are to be placed in **the** appropriate Factor Degree by considering the specific requirements of each job, the Factor definition, and the description of each Factor Degree,

- (d) Workload is not a consideration when evaluating a job.
- (e) No interpolation of Factor Degrees is to be made in the use of this programme (i.e. no insertion of a Factor rating that falls between the established Factor Degrees).
- (f) The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of the benchmark jobs and all other jobs included in the job evaluation programme.

5.5 Should the Joint Job Evaluation Committee not be able to make a decision on the matter(s) before it, the matter(s) shall be referred to the Job Evaluation Referee, as provided for in Article 7.

5.6 The Chairperson of the Joint Job Evaluation Committee shall communicate all rating and/or other decisions made by the Committee to the incumbent(s), the appropriate Department Head, the Legal and Human Resources Department, and the Union within ten (10) working days of the Committee's decision.

ARTICLE 6 - THE JOINT JOB EVALUATION COMMITTEE

6.1 The Joint Job Evaluation Committee shall consist of

- two (2) representatives of the Corporation, as selected by the Corporation
- two (2) representatives of the Union, as selected by the Union
- one (1) Chairperson, non-voting, appointed by the Legal and Human Resources Department, following discussion with the Union

6.2 It shall be the purpose of the Joint Job Evaluation Committee:

- (a) to review, confirm or revise job ratings as initiated through the agreed to process.
- (b) to establish and review, for rating consistency and to ensure the maintenance of relativities, a sampling of established benchmark jobs.
- (c) to review problems pertaining to the application of the Rating Manual, and recommend solutions to the Corporation and the Union.
- (d) to recommend changes to the Rating Manual and the Job Evaluation process to the Corporation and the Union.

6.3 The Chairperson of the Joint Job Evaluation Committee shall be responsible for co-ordinating all aspects of the rating proceedings and administration, including

the calling and chairing of all Committee meetings. All correspondence to and from the Committee shall go through the Chairperson.

6.4 Decisions of the Joint Job Evaluation shall require total consensus. When such consensus is not possible, the matter under review shall be referred to the Job Evaluation Referee.

6.5 The Joint Job Evaluation Committee shall meet at least once a month.

ARTICLE 7 - JOB EVALUATION REFEREE

7.1 (a) The Corporation and the Union shall, by January 31 of each year, agree upon a Job Evaluation Referee. The parties agree that said Referee shall have a background in job evaluation, and will not have any conflict of interest regarding the matter under review.

(b) Should either party determine that a new Referee should be appointed for the following year, notice to the other party shall be given, in writing, during December of the current year. Such notice shall contain a list of individuals being proposed as Referee by the initiating party.

(c) Should the Referee withdraw for any reason during the term of appointment, the parties shall, within seven (7) work days of such notification, agree upon a replacement.

(d) Should the parties agree that the Referee does not exhibit a satisfactory work ethic and/or disregards the established principles of these Job Evaluation Procedures, the Referee shall be replaced within seven (7) work days of such decision, pursuant to Article 7.1 (a).

7.2 The cost of the Job Evaluation Referee's remuneration and personal expenses shall be shared equally by the Corporation and the Union.

7.3 The Job Evaluation Referee will be required to meet and make decisions on matters where consensus was not achieved by the Joint Job Evaluation Committee, or under Article 4.3 (e). In the latter case, the Referee need not consult with the Joint Job Evaluation Committee.

7.4 The following procedure will be followed to resolve any matters before the Job Evaluation Referee, save and accept as provided for in Article 4.3 (e):

(a) The Job Evaluation Referee shall meet with the Joint Job Evaluation Committee to review the matter under consideration. If, following this

meeting, the Committee can reach consensus, then the Referee will immediately issue a concurring decision.

- (b) If consensus is not reached under (a), the Job Evaluation Referee will make decision(s) which will be final and binding on all parties. Such decision(s) shall be in writing to the Chairperson of the Joint Job Evaluation Committee, who will forward it to the Committee, the incumbent(s), the appropriate Department Head, the Legal and Human Resources Department, and the Union within five (5) working days of its receipt.
- (c) If required, the job shall be assigned to the appropriate Classification, retroactive to the commencement date of the new duties.
- (d) All decisions and ratings of jobs shall be carried out in a manner consistent with and relative to all other job rating decisions for jobs covered by this programme.

7.5 The Job Evaluation Referee will, prior to any meeting with the Joint Job Evaluation Committee, be forwarded all job documents or information to the matter under review. In addition, the Job Evaluation Referee will have the opportunity to interview the incumbent(s) and supervisory personnel.

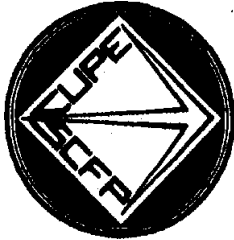
ARTICLE 8 - APPLICATION OF THE JOB EVALUATION RESULTS

- 8.1 Upon the completion of the job evaluation process, the Chairperson of the Joint Job Evaluation Committee shall total the points assigned to each Factor Degree, using the attached Schedule 2, Job Evaluation Factors and Weights, and Schedule 3, Job Evaluation Factor Degree Points to determine the Total Points for the job under review. Upon determining the Total Points for the job, the Chairperson shall use Schedule 4, Job Evaluation Classifications, to determine the appropriate Classification for the job.
- 8.2 The Chairperson of the Joint Job Evaluation Committee shall notify the Legal and Human Resources Department and the Union of the results of 8.1.
- 8.3 The Legal and Human Resources Department shall notify the incumbent(s) of the job and the appropriate Department Head of any changes in Classification resulting from job evaluation.

SCHEDULE 1

CITY OF WINDSOR

JOINT JOB EVALUATION RATING MANUAL



MAY 1990

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JOB EVALUATION PLAN	
SKILL	EDUCATION EXPERIENCE INITIATIVE
RESPONSIBILITY	CONSEQUENCE OF ERROR FINANCIAL RESPONSIBILITY RESPONSIBILITY FOR HUMAN RESOURCES RESPONSIBILITY FOR CONTACTS
EFFORT	PHYSICAL DEMAND SENSORY DEMAND
WORKING CONDITIONS	WORKING CONDITIONS

GENERAL NOTE

Where changes have been made in the collective agreement to recognize changes in responsibilities (such as Article 24.02 regarding temporary appointments) or working conditions (such as Article 18 regarding shift premiums), these areas should not be considered for purposes of job evaluation.

FACTOR 1 - EDUCATION

This factor is used to measure the amount of formal vocational education required to undertake the duties of the position. The following characteristics of the work are **to** be considered in selecting a degree:

- the specialized knowledge necessary for a comprehensive understanding of the **work** elements involved.
- the minimum formal/vocational education necessary to perform the work.

DEGREE	DEGREE DEFINITION
1	Required education level is completion of secondary school (grade 10) or equivalent. (9-10 years)
2	Required education level is completion of secondary school (grade 12) or equivalent. (11-12 years)
3	Required education level is completion of secondary school (grade 12) or equivalent plus 1 year post secondary training. (13 years)
4	Required education level is completion of secondary school (grade 12) or equivalent plus 2 years post secondary training . (14 years)
5	Required education level is completion of secondary school (grade 12) or equivalent plus 3 years post secondary training. (15 years)
6	Required education level is completion of secondary school (grade 12) or equivalent plus 4 years post secondary training. (16 years)

NOTES TO RATERS - EDUCATION

1. The factor definition characteristic “the minimum formal/vocational education necessary to perform the **work** elements involved” refers to such things **as** the coordination capability and supervisory skills required in some positions or the accumulation of knowledge of the **work** methods **and** “tricks of the trade”.
2. Select the education level **that** most appropriately meets the job requirements. Do not consider the educational level of the incumbent or the requirements set out in the job description.
3. The most common source of education is through formal education, such **as** secondary school, vocational centre, community college, university, etc.
4. Completion of high school means completion of grade 12.
5. Vocational training means a concentrated course of study in a specific field applicable to the **work**. If the duration of such a course is less than full-time and/or less **than** one year, then evaluate such training as being “up to one year training”.
6. “Equivalent” means **equal** to another Province or **Country’s** educational level or number of years in a classroom setting at the post-secondary level. For example, “Grade 12 or equivalent” can mean Grade 10 and up to 2 years at the Community College level.
7. Classroom time required under **an** apprenticeship program is to be rated under “Education”. Work experience time required under **an** apprenticeship program is to be rated under “Experience”.
8. The education factor must be rated before the experience factor.

FACTOR 2 - EXPERIENCE

This factor is used to measure the amount of **work** experience required to undertake the duties of the position. The following characteristics of the **work** are to be considered in selecting a degree:

- the application of techniques and procedures that must be learned.
- the minimum **amount** of practical experience on any related work or **work** in a lesser position required to competently perform the job.
- the period of training or adjustment on the job itself to become competent on the job, without necessarily knowing every facet of the job.

DEGREE	DEGREE DEFINITION
1	Up to and including 3 months.
2	Over 3 months and up to and including 6 months.
3	Over 6 months and up to and including 1 year.
4	Over 1 year and up to and including 3 years.
5	Over 3 years and up to and including 5 years.
6	Over 5 years and up to and including 7 years.

NOTES TO RATERS - EXPERIENCE

1. Before **this** factor is rated, the education factor must be established.
2. Select the experience factor that most appropriately meets the job requirements. Do not consider the experience level of the incumbent or the requirements set out in the job description.
3. The experience required refers **only** to prior experience which is related to the position being evaluated including true life skills.
4. When evaluating a position on the experience factor, the evaluation should be consistent **with** the evaluation given under the education factor. Failure to do so could result in double counting.
5. The characteristic “the amount of practical experience **an** average individual requires to adequately perform the job” refers to the minimum amount of work experience on related work or lesser positions and the breaking-in time or training period on the job itself that is needed to become competent. This minimum experience requirement is normally less **than** the amount of experience possessed by incumbents, since it refers to the “learning **curve**” function of experience and not **total** personal experience.
6. Work experience time required under an apprenticeship program is to be rated under “Experience”. Classroom time required under **an** apprenticeship program is to be rated under “Education”,

FACTOR 3 - INITIATIVE

This factor is used to measure the requirement of the position to exercise judgement. The following characteristics of the **work** are to be considered in selecting a degree:

- the extent of methods, procedures or direction that prevails,
- the extent of initiative that may be exercised.

DEGREE	DEGREE DEFINITION
1	<ul style="list-style-type: none"> • Tasks are clearly defined. • Little or no latitude exists for exercising initiative. <p>Most problems are referred to the supervisor.</p>
2	<ul style="list-style-type: none"> • Assignments are covered by well defined methods and procedures. • Some latitude exists for exercising initiative within established guidelines. <p>Most unusual problems are referred to the supervisor,</p>
3	<ul style="list-style-type: none"> • While assignments are covered by established methods and procedures, some initiative is required in adapting these guidelines to obtain the desired end result. • The exercise of initiative is a normal requirement, but is restrained by program objectives. <p>Direction is sought when apparent solutions to problems are not within the intent of established practices.</p>
4	<ul style="list-style-type: none"> • Assignments frequently involve changing departmental established methods or procedures or devising new courses of action with the intent of existing programs or legislation. • The exercise of initiative is extensive and is complicated by the need to consult and coordinate action plans. <p>While difficult problems may be discussed with the supervisor, solutions are not normally expected during such discussions.</p>
5	<ul style="list-style-type: none"> • Assignments involve development of solutions to diverse and inter-related problems often having conflicting requirements. • The exercise of initiative is extensive and involves complex, far-reaching, and sensitive issues. <p>Consultation with a supervisor concerning difficult problems is not normally possible.</p>

NOTES TO RATERS - INITIATIVE

1. It is important to evaluate the initiative that is permitted within the constraints of the position and not the capability of the incumbent. Initiative is the mandated authority to **carry** out assignments.
2. When evaluating a position under **this** factor, the majority of the items of the selected degree must be met. (e.g., a position meets one of the three items in Degree 2 and two of the three items in Degree 3; the position is therefore properly evaluated in Degree 3.)
3. “Adapting”, means the ability to interpret **and** decide.

FACTOR 4 - CONSEQUENCE OF ERROR

This factor is used to measure the consequence of making errors. The following characteristics of the work is to be considered in selecting a degree:

- the consequence on the organization of making errors in the decision-making process.

DEGREE	DEGREE DEFINITION
1	Incorrect or inappropriate recommendations/decisions/actions have little effect on service to the public and/or financial costs.
2	Incorrect or inappropriate recommendations/decisions/actions have limited consequences on the department such as limited financial costs or limited effect on service to the public.
3	Incorrect or inappropriate recommendations/decisions/actions have obvious consequences on financial costs, adverse client, patient, public relations, reduced service to the public, and requires intervention by senior staff to deal with repercussions.
4	Incorrect or inappropriate recommendations/decisions/actions have serious, usually short-term consequences; significant financial costs; reduced or impaired service to the public; negative media reaction; and requires Department Head or Deputy Head to deal with the repercussions.
5	Incorrect or inappropriate recommendations/decisions/actions have major, frequently long-term consequences; very substantial financial costs; negative media reaction; and requires CAO and/or political debate to deal with the repercussions.

NOTES TO RATERS - CONSEQUENCE OF ERROR

1. In evaluating the consequences of error, consider the frequency of work checks. If an employee's work is checked daily or weekly, an incorrect decision is likely to have little influence on the organization. If work is checked less frequently, e.g., work is subject to monthly audit, there is a possibility that an incorrect decision will have some consequences for the organization.
2. "Decision" is defined as the final determination of a course of action that is to be followed.
3. Formal recommendations made on a regular basis that result in decisions are the same as decisions. Suggestions are not considered to be recommendations.
4. "Service to the public" is any service rendered to an individual, group, or part or all of the general public. The general public shall include taxpayers, residents, and clients.
5. (a) "Little" means
 - an inconvenience
 - having financial consequences of under \$1,000
 - where an incorrect decision can be corrected by the individual or be referred to the supervisor.
- (b) "Limited" means- short term creation of work for someone else to correct a situation
 - having financial consequences of \$1,000 to \$5,000
 - where an incorrect decision requires the supervisor to correct it or to provide direction on how to correct it.
- (c) "Obvious" means
 - having financial consequences of \$5,001 to \$10,000
 - where an incorrect decision requires senior staff or outside agency involvement to correct it.
- (d) "Serious" means
 - having financial consequences of \$10,001 to \$50,000
 - where an incorrect decision requires Deputy Department Head or Department Head involvement to correct it.
- (e) "Major" means
 - having financial consequences of over \$50,000
 - where an incorrect decision requires Chief Administrative Officer or political involvement to correct it.
6. The norm for each job and not the exception is to be rated.
7. The need to exercise discretion with regards to sensitive information is to be considered under this Factor.
8. Decisions, not mistakes, are rated.

FACTOR 5 - FINANCIAL RESPONSIBILITY

This factor is used to measure the responsibility of **accountability** for financial resources. The following characteristics of the **work** are to be considered in selecting **a** degree:

- A - the accountability, control and administration for a budget, taking into consideration its magnitude
- B - the responsibility for financial processing; and
- the responsibility for activities that result in making financial commitments.

A. BUDGETARY ACCOUNTABILITY, CONTROL AND ADMINISTRATION

DOLLAR MAGNITUDE	A	B	C	D	E	F
1. None						
2. Up to \$10,000						
3. Up to \$50,000						
4. Up to \$100,000						
5. Up to \$500,000						
6. Up to \$1,000,000						
7. Over \$1,000,000						

- A. No budgetary responsibility.
- B. Responsibility **to** administer part or all of a departmental budget.
- C. Accountability and/or control of an organizational subdivision of a department budget.
- D. Accountability and/or control of an organization division of a departmental budget.
- E. Accountability and/or control **of** a budget of a department.
- F. Accountability and/or control and/or responsibility for corporate budgetary matters.

FINANCIAL RESPONSIBILITY

B. FINANCIAL PROCESSING AND COMMITMENT

DEGREE	DEGREE DEFINITION
1	Little or no responsibility for handling or processing cash, financial instruments (i.e., emergency purchase orders, petty cash, occasionally issuing receipts.)
2	Responsibility for processing cash and financial instruments on a daily basis (i.e., reconciling, balancing, checking, signing/issuing receipts).
3	Responsibility under the SHOP system for signing stamp as the authorized signature for accounts payable.
4	Responsibility for signing or initiating requests to make expenditures or recoveries in accordance with detailed written procedures.
5	Responsibility for activities which result in financial commitments made in the absence of detailed written procedures.

NOTES TO RATERS - FINANCIAL RESPONSIBILITY

1. The dollar values indicated are stated in the 1988 budget dollars.
2. “May provide input into the budget” is not rated. To be rated, the incumbent must be required to provide input generally not available elsewhere, as a job responsibility.
3. Accountability and Control for budget purposes, means a position is answerable to a supervisor for making decisions which will ensure expenditures are in concert with budget limits. Financial decisions to re-direct funds from one purpose to another **are** also indicative,
4. Budget magnitude includes both operational and capital costs and non-budget items.
5. Administration of a budget, is deemed to include data collection for budget preparation, monitoring and tracking of expenditures during the fiscal year, and any coordinating or data reporting activities that may be required during the budget preparation or execution phases.
6. Signing for receipt is only relevant if **this** action serves as a subsequent basis for payment of a supplier.
7. Financial commitment refers to specific activities directly resulting in financial obligation or costs.
8. Financial Instruments refer to cheques, bonds, T-bills, contracts, requisitions, invoices, purchase orders, vouchers, income statements that result in cheques, violations, food vouchers, and drug cards.
9. “Processing” must **equal an** accounting function.

FACTOR 6 - RESPONSIBILITY FOR HUMAN RESOURCES

This factor is used to measure the continuing responsibility that the incumbent of the position assumes for the supervision and direction of staff. The following characteristics of the work are to be considered in selecting a degree:

- the nature of supervision given, that is either direct, indirect or functional
- the number of employees supervised.

Occasional supervision, such as that performed during the absence of the supervisor on annual or sick leave is not to be considered.

NATURE OF SUPERVISION		A 0-5	B 6-10	C 11-15	D 16+
1.	The work does not have the requirement to exercise supervision. Occasionally work procedures may be explained to new or inexperienced employees.				
2.	The work requires providing functional supervision to other employees or coordinating/supervising the activities of volunteers.				
3.	The work involves performing such first-line (lead hand) supervisory responsibilities as assigning or explaining work to others, maintaining quality and work output providing functional supervision to others, ensuring work procedures and guidelines are followed. The supervisor also frequently performs duties similar to those of the employees supervised.				
4.	The work involves a continuing responsibility to supervise the activities of others. Non-supervisory duties are of secondary importance. Supervisory duties typically include assigning work, maintaining quality and work output norms, advising, instructing or directing workers, scheduling and coordinating unit activities, and providing functional supervision to others.				
5.	The work involves continuing responsibility to supervise, through subordinate supervisors, the activities of other employees. The work is typified as a full-time supervisor and includes organizing, scheduling, coordinating and may also involve providing functional supervision to employees outside own organizational unit.				
6.	The work includes managing the human resources				

	<p>for a major program or organizational unit, through a small number of other employees. Primary concerns include making optimum use of existing person years to achieve program goals, approving proposals to recruit or terminate employees, providing the broad framework for functional supervision to others.</p>				
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NOTES TO RATERS - RESPONSIBILITY FOR HUMAN RESOURCES

1. Employees who are permitted (but not required) to pass work to others, to explain or to elaborate the objective, and to point out errors, are to be assigned to degree A1,

2. To qualify for a higher degree, supervisory responsibilities must be a regular and on-going requirement of the job. Incumbents of positions who **perform** these supervisory duties on an irregular basis (such as replacing a vacationing or sick supervisor) are to be granted degree A1.

3. The “number supervised” may seasonally fluctuate for some positions. In these cases, the annual person-years supervised should be used (i.e., number of employees x number of months supervised ÷ 12 = person-years supervised).

4. Functional supervision involves giving technician/specialized instruction specifically of a policy or procedural nature or, related to a **work** project or program, to employees supervised directly and indirectly by someone else. In each case, the person receiving the functional supervision **must** follow the instructions.

5. Supervisory responsibility refers to City of Windsor employees and volunteers (including Ambassadors of Tourism, Work Activity and Home Support Program participants) only.

FACTOR 7 - RESPONSIBILITY FOR CONTACTS

This factor is used to measure the responsibility for effective handling of personal contacts with other staff, with members of other organizations and with the general public. Consideration should be given to the nature and purpose of such contacts. The following characteristics of the work are to be considered in selecting a degree:

- the purpose of initiating the contact. (A-E)
- the extent to which tact, persuasiveness and negotiating skills are required on a regular basis (skills required) (1-3)

	A	B	C	D	E
	Contact involves the exchange of routine information and are casual and informal in nature.	Purpose is to exchange or discuss existing information in accordance with current policies and procedures, administrative policies and technical practices.	Purpose is to interpret, discuss and or follow up on information of a detailed or specialized nature.	Purpose is to coordinate the action of others and/or obtain necessary cooperation to achieve accomplishment of overall organizational goals and objectives.	Purpose is to influence, persuade, motivate or negotiate with others.
1. Contacts require courtesy					
2. Contacts require communication skills					
3. Contacts require human relation and communications skills					

NOTES TO **RATERS** - CONTACTS

1. It is important **to** analyze the purpose of the contact in conjunction with the nature of the contact. The level of the person contacted is relevant to the extent that it serves **as** check on the nature and purpose of the contact. (i.e., **a** file clerk might very well provide information to **a** department head but it is extremely unlikely ~~that~~ this file clerk would be required to explain or follow-up on matters calling for persuasiveness or negotiating skills.)
2. Contacts of **a** “detailed or specialized nature” are those dealing with **a** subject area that is complex and typically requires specialized formal training or extensive experience to enable ~~the~~ participants to communicate in a meaningful fashion.
3. Overall organizational goals and objectives may refer to unit, division, department and/or corporation.
4. In the case of letters or reports, credit is given to the individual signing.
5. The purpose of the contact is what is **to** be rated, not the volume of contacts.
6. “Communication skills” include skills such **as** oral presentation **skills**, writing skill (reports, correspondence), listening and observation skills, tact and discretion.
7. “Human Relations skills” include skills such **as** empathy, **sensitivity**, understanding of human and organizational behaviour, motivational techniques, and counselling skills.

FACTOR 8 - PHYSICAL DEMAND

This factor refers to the physical fatigue that results from performing the duties of the job. The following characteristics of the work are to be considered in selecting a degree:

- the frequency of performing tasks that cause fatigue
- the requirements to assume **an** uncomfortable or awkward posture
- the requirement to lift, push or pull objects.

DEGREE	DEGREE DEFINITION
1	The work involves occasional light physical activity.
2	The work involves frequent light physical activity or occasional moderate physical activity.
3	The work involves almost continuous light physical activity or frequent moderate physical activity or occasional heavy physical activity.
4	The work involves almost continuous moderate physical activity or frequent heavy physical activity.
5	The work involves almost continuous heavy physical activity.

NOTES TO RATERS - **PHYSICAL DEMAND**

1. In applying this factor, consider the fatiguing effort of the tasks performed rather than the strength or energy needed to perform the task. Always assume that each job will be carried out by persons of adequate physique for the type of work involved, regardless of sex.
2. Examples of "light physical activity" are: lifting light weight objects up to 20 lbs., standing up to 50% of the work day, typing several times a day totalling one hour or less, and walking over smooth terrain.
3. Examples of "moderate physical activity" are: working in awkward positions or confined spaces, climbing ladders, lifting medium weight objects between 20 - 35 lbs., standing between 50 - 75% of the work day, typing, and walking over rough terrain.
4. Examples of "heavy physical activity" are: lifting heavy weight objects over 35 lbs., standing over 75% of the work day.
5. The frequency of physical demands must be related to work on a continuing basis throughout the year:

Occasional	- means once in a while over a period of time, i.e. once in a while on a daily basis or several times daily but not everyday.
Frequent	- means often over a period of time such as three or more times daily almost everyday.
Almost Continuous	- means that with the exception of coffee and meal breaks, the activity is done over 75 per cent of the day.

FACTOR 9 - SENSORY DEMAND

This factor refers to the sensory fatigue that results ~~from~~ performing the duties of the job. The following characteristics of the work are to be considered in selecting a degree:

- the frequency of performing tasks that cause sensory fatigue
- the length of time spent on tasks that cause sensory fatigue.

DEGREE	DEGREE DEFINITION
1	The work involves occasional short periods of concentration which result in only normal sensory concentration,
2	The work involves frequent short, or occasional intermediate periods of sensory Concentration.
3	The work involves almost continuous short, or frequent intermediate or occasional lengthy periods of sensory Concentration.
4	The work involves almost continuous intermediate or frequent lengthy periods of sensory concentration.
5	The work involves almost continuous lengthy periods of sensory concentration.

NOTES TO RATERS - SENSORY DEMAND

1. In evaluating this factor, the fatigue resulting from concentration and intensive visual demand must be determined. To do this analysis, analyze the character of the activities and determine the phases of the work requiring concentration, their duration and frequency.
2. Sensory concentration is the focusing of the mental faculties/eyes on various phases of the work, i.e., the requirement to reason, read, drive, do precision work, counselling, teaching, report writing, etc.
3. The duration of sensory concentration is measured in terms of short (about one hour or less), intermediate (more than one hour but less than two hours) or long (more than two hours) periods of activity which cannot be interrupted.
4. The frequency of short, intermediate or long periods of visual concentration must be related to work on a continuing basis throughout the year.

- | | | |
|----------------------|---|---|
| Occasional | - | means once in a while over a period of time, i.e. once in a while on a daily basis or several times daily but not everyday. |
| Frequent | - | means often over a period of time such as three or more times daily almost everyday, |
| Almost
Continuous | - | means that with the exception of coffee and meal breaks, the activity is continuous almost everyday. |

FACTOR 10 - WORKING CONDITIONS

This factor is used to measure the frequency of exposure to undesirable or disagreeable working conditions under which the work is performed. The following characteristics of the work are to be considered in selecting a degree:

- exposure to such unpleasant or disagreeable conditions as dirt, dust, temperature extremes, fumes, chemicals, obnoxious odours, noise, vibration, inclement weather, pressure, deadlines, poor lighting, interruptions.
- exposure to hazards which present a risk to health or personal safety.

DEGREE	DEGREE DEFINITION
1	The work is performed in an environment with almost no exposure to disagreeable conditions and/or hazards.
2	The work is performed in an environment with occasional exposure to minor disagreeable conditions and/or hazards.
3	The work is performed in an environment with frequent exposure to minor or occasional exposure to major disagreeable conditions and/or hazards.
4	The work is performed in an environment with frequent exposure to major or almost continuous exposure to minor disagreeable conditions and/or hazards.
5	The work is performed in an environment with almost continuous exposure to major disagreeable conditions and/or hazards.

NOTE TO RATERS - **WORKING** CONDITIONS

1. Typical minor undesirable and disagreeable conditions are as follows:
 - (a) minor conditions of dust, dirt, fumes, heat or cold, obnoxious odours, noise, vibration, inclement weather, pressure, deadlines, poor lighting, interruptions.
 - (b) minor health and accident hazards including the possibility of lost time accidents and/or exposure to infectious diseases.
 - (c) exposure to behaviorally difficult clients/residents, including dealing with complaints/threats on a regular basis.
 - (d) minor cuts, burns, bruises, etc. Injury causes slight discomfort for a short period of time, little inconvenience to work, and requires at most a simple protective dressing.

2. Typical major undesirable and disagreeable conditions are as follows:
 - (a) extreme conditions of dust, dirt, fumes, heat or cold, noise, vibration, inclement weather, pressure, deadlines, poor lighting, interruptions.
 - (b) health and accident hazards of a serious nature involving lost time or which may result in partial or permanent disability.
 - (c) exposure to violence.
 - (d) severe cuts, burns, bruises, other serious injury. Injury extends beyond the day of occurrence, necessitates change in work pattern, requires medical attention, and involves lost time.

3. Consider only those conditions which are inherent in the nature of the work. Do not consider extreme situations, that is, where the risk of a specific accident or situation occurring is unlikely.

4. The frequency of exposure to undesirable working conditions must be related to work on a continuing basis throughout the year:

Occasional	▪ means once in a while over a period of time, i.e. once in a while on a daily basis or several times daily but not everyday.
Frequent	▪ means often over a period of time such as several times daily almost everyday.
Almost Continuous	▪ means that with the exception of coffee and meal breaks, the activity is continuous almost everyday.

5. Minor - means annoying but doesn't affect the performance of the job.
 Major - means performance is affected by the conditions.

6. When considering obnoxious odours, only situations where the incumbent is directly exposed to the cause of the odour should be included.

7. The norm and not the extreme is rated.

MANUAL OF PROCEDURES

SCHEDULE 2

JOB EVALUATION FACTORS AND WEIGHTS

The following are the **Factors** utilized for job evaluation purposes, along with their corresponding Factor Weights:

	FACTOR	FACTOR WEIGHTS (%)
SKILL	EDUCATION	15
	EXPERIENCE	15
	INITIATIVE	10
RESPONSIBILITY	CONSEQUENCE OF ERROR	10
	FINANCIAL RESPONSIBILITY	
	A. Budgetary Accountability, Control & Administration	3
	B. Financial Processing & Commitment	3
	RESPONSIBILITY FOR HUMAN RESOURCES	6
	CONTACTS	13
EFFORT	PHYSICAL DEMAND	9
	SENSORY DEMAND	8
WORKING CONDITIONS	WORKING CONDITIONS	8
	Total	100

MANUAL OF PROCEDURES

SCHEDULE 3

JOB EVALUATION FACTOR DEGREE POINTS

FACTOR	DEGREE/POINTS						
	Degree	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
EDUCATION	Degree	<u>25</u>	<u>50</u>	<u>75</u>	<u>100</u>	<u>125</u>	<u>150</u>
EXPERIENCE	Degree	<u>25</u>	<u>50</u>	<u>75</u>	<u>100</u>	<u>125</u>	<u>150</u>
INITIATIVE	Degree	<u>20</u>	<u>40</u>	<u>60</u>	<u>80</u>	<u>100</u>	
CONSEQUENCE OF ERROR	Degree	<u>20</u>	<u>40</u>	<u>60</u>	<u>80</u>	<u>100</u>	
FINANCIAL RESPONSIBILITY A. Budgetary Accountability, Control & Administration	Degree	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
	A	<u>5</u>	<u>7</u>	<u>9</u>	<u>11</u>	<u>13</u>	<u>15</u>
	B	<u>7</u>	<u>9</u>	<u>11</u>	<u>14</u>	<u>16</u>	<u>18</u>
	C	<u>10</u>	<u>12</u>	<u>14</u>	<u>16</u>	<u>18</u>	<u>20</u>
	D	<u>12</u>	<u>14</u>	<u>16</u>	<u>19</u>	<u>21</u>	<u>23</u>
	E	<u>15</u>	<u>17</u>	<u>19</u>	<u>21</u>	<u>23</u>	<u>25</u>
FINANCIAL RESPONSIBILITY B. Financial Responsibility and Commitment	Degree	<u>6</u>	<u>12</u>	<u>18</u>	<u>24</u>	<u>30</u>	
	A	<u>12</u>	<u>19</u>	<u>26</u>	<u>33</u>	<u>40</u>	<u>47</u>
	B	<u>16</u>	<u>23</u>	<u>30</u>	<u>37</u>	<u>44</u>	<u>51</u>
	C	<u>21</u>	<u>28</u>	<u>35</u>	<u>42</u>	<u>49</u>	<u>56</u>
	D	<u>25</u>	<u>32</u>	<u>39</u>	<u>46</u>	<u>53</u>	<u>60</u>
	E	<u>35</u>	<u>56</u>	<u>78</u>			
CONTACTS	Degree	<u>18</u>	<u>36</u>	<u>54</u>	<u>72</u>	<u>90</u>	
	A	<u>48</u>	<u>69</u>	<u>91</u>			
	B	<u>61</u>	<u>82</u>	<u>104</u>			
	D	<u>74</u>	<u>95</u>	<u>117</u>			
	E	<u>87</u>	<u>108</u>	<u>130</u>			
PHYSICAL DEMAND	Degree	<u>16</u>	<u>32</u>	<u>48</u>	<u>64</u>	<u>80</u>	
SENSORY DEMAND	Degree	<u>16</u>	<u>32</u>	<u>48</u>	<u>64</u>	<u>80</u>	
WORKING CONDITIONS	Degree	<u>16</u>	<u>32</u>	<u>48</u>	<u>64</u>	<u>80</u>	

MANUAL OF PROCEDURES

SCHEDULE 4

JOB EVALUATION CLASSIFICATIONS

<u>CLASSIFICATION</u>	<u>POINTS</u>
1	up to 235
2	236 - 265
3	266 - 295
4	296 - 325
5	326 - 355
6	356 - 385
7	386 - 415
8	416 - 445
9	446 - 475
10	476 - 505
11	506 - 535
12	536 - 565
13	566 - 595
14	596 - 625
15	626 - 655
16	Above 655

Effective **January 1, 1997**, change to read

16	656 - 685
17	Above 685

Effective **January 1, 1998**, change to read:

17	686 - 715
18	Above 715

SCHEDULE "F"

ASSUMING CAPPING AS OF JANUARY 1, 1986

Example - Gratuity cap January 1, 1986

Employee A

has on January 1, 1986, 400 days in his sick leave bank and therefore has the **maximum** possible number of days in the sick leave gratuity of 130 days.

- if he uses 100 days in 1986, he will have at the end of 1986 been credited with 18 days sick leave to the sick leave bank but also suffered a deduction of 100 days from the bank for a sick leave bank total of 318 days ($400 + 18 - 100$).
- the employee's gratuity does not change 130 days.

Employee B

has on January 1, 1986, 100 days in the sick leave bank and therefore has a gratuity of 50 days.

- if the employee in 1986 uses no sick days, his sick leave bank grows to 118 days - his gratuity however remains at **50** days. (Under the present system one half of the credited days (9) would be added to the gratuity bank for a total of **59**).
- the sick leave bank continues to grow in order to protect the employee in the event of illness.

Employee C

January, 1986

- has **200** days in the sick leave bank as of January 1, 1986 and therefore has a gratuity of 100 days ($1/2$ of **200**, to a maximum of 130 days).
- If the employee suffers a long term illness of 30 days in 1986, he would at the end of 1986 have in his sick leave bank 188 days ($200 + 18 - 30$). (Please note that an employee who is on sick leave is still credited with one and half days per month sick leave even if absent for the whole month on sick leave.)
- therefore, since the sick leave bank has now been reduced from **200** to 188, the sick leave gratuity reduces **to 94** days ($1/2$ of 188) as of December 31, 1986.

However

- Employee **C** who does suffer the reduction from 100 days to 94 days in 1986 will be allowed to increase his gratuity back to the capped limit of 100 days by increasing his sick leave bank.
- Therefore, if employee **C**, after reducing his gratuity to **94** days (as above) - increases his sick leave bank from **188** to say **206** ($188 + 18$) in 1987, his gratuity will return to the previous capped level of 100.
- If Employee **C** in 1987 credits 10 days to his sick leave bank ($18 - 8$ days ill in 1987), he therefore has 198 days in his sick leave bank at December 31, 1987, and therefore 99 days in the sick leave gratuity; similarly the 99 days could be increased or decreased in subsequent years to the gratuity cap of 100).

SCHEDULE "G"

EXAMPLES OF WAGE ADJUSTMENT BASED ON CONSUMER PRICE INDEX

Example #1

Assume Hourly Rate of \$15.00	
January 1, 2005 - apply 3.0%	\$15.45
January 1, 2006 - apply 3.0%	\$15.91
January 1, 2007 - apply 3.0%	\$16.39
January 1, 2008 - apply 3.0%	\$16.88

On March 1, 2007

Assume Consumer Price Index (Canada) rise of 5.8% from December 31, 2005 to December 31, 2006.

- Deduct 5.5% from 5.8% = 0.3%

Apply 0.3% to 2006 rate of \$15.91 for a rate of \$15.96

- Then apply 2007 rate increase of 3.0% for a January 1, 2007 rate of \$16.44

- Then retroactively pay to January 1, 2007 only based on the \$16.93 rate minus pay already received at \$16.39

Consumer Price Index - is % change December 31, 2006 to December 31, 2007

Example #2

Assume Hourly Rate of \$15.00	
January 1, 2005 - apply 3.0% -	\$15.45
January 1, 2006 - apply 3.0% -	\$15.91
January 1, 2007 - apply 3.0%	\$16.39
January 1, 2008 - apply 3.0%	\$16.88

On March 1, 2007

Assume Consumer Price Index of 7% - since there is 6.0% cap on the Consumer Price Index rise - 5.5% is deducted from 6.0% to equal 0.5%.

- Apply 0.5% to 2006 rate of \$15.91 for a rate of \$15.99

- Then apply 2007 rate increase of 3.0% for a January 1, 2007 rate of \$16.47

- Then retroactively pay to January 1, 2007 only based on the \$16.47 rate minus pay already received at \$16.39.

Example #3

Assume Hourly Rate of \$15.00	
January 1, 2005 - apply 3.0%	\$15.45
January 1, 2006 - apply 3.0%	\$15.91
January 1, 2007 - apply 3.0%	\$16.39
January 1, 2008 - apply 3.0%	\$16.88

On March 1, 2007

Assume Consumer Price Index (Canada) 3.5% - since Price Index rise is less than 5.5% there is no adjustment.

LETTER OF INTENT

Effective March 1, 2002, any and all employees parking in City-owned parking lots and facilities or parking spaces controlled by the Corporation of the City of Windsor, all as set out in "Schedule H", shall pay a monthly parking fee plus tax as follows:

Effective March 1, 2002	- \$10.00 per month plus tax
Effective January 1, 2003	- \$ 15.00 per month plus tax
Effective January 1, 2004	- \$ 20.00 per month plus tax

Such payment shall be made by payroll deduction.

Dated ~~this~~ 28th day of October, 2002.

(George Wilkki)
Commissioner of Legal & Human Resources

(Mark McArthur)
President CUPE Local 543

Note that "Schedule H" is **as** amended 2002-09-18 **as** attached,

Signed (Mark McArthur) 28/10/02.

SCHEDULE "H"

Lot 10 (City Hall Gated Lot)

Lot 11 (Arena Lot)

Lot 17 (City Hall Pay and Display Lot)

Lot 22 (University/Bruce Lot)

Lot 23 (Caron Ave. Lot)

Lot 31 (Glengarry Pool Lot)

Garage #1 (Place Goyeau Garage)

Garage # 2 (Park/Pelissier Garage)

Mady Garage (Wyandotte St. East at Dufferin Street)

Westcourt Garage (Westcourt Building)

500 Ouellette Avenue (Deck or Underground Spaces)

Amended
2002-09-18

Signed (Mark McArthur)	28/10/02
Signed (Mike Virga)	29/10/02

BY-LAW NUMBER 980

(as amended - for amending By-laws see last page)

A BY-LAW TO ESTABLISH A PLAN OF SICK LEAVE CREDIT GRATUITIES FOR
EMPLOYEES OF THE CORPORATION

Passed the 1st day of April, 1952

WHEREAS it is deemed expedient to establish a plan of sick leave credit gratuities for the employees of The Corporation of the City of Windsor;

THEREFORE the Municipal Council of The Corporation of the City of Windsor enacts as follows -

1. In this by-law -

(a) "Employee" means any salaried officer, clerk, workman, servant or other person in the employ of The Corporation of the City of Windsor, and unless otherwise provided herein, shall include a temporary employee who has been employed continuously on a full-time basis for not less than six (6) months, if such temporary employee **has** submitted a medical examination report satisfactory to the Corporation. (added B/L 2294)

(b) "Month" shall mean a calendar month

(c) "Regular attendance" means for any month the attendance of an employee at his duties on the days during the hours for which his attendance is required during that month, according **to the terms** of his employment, subject to the proviso that no credit shall be given to an employee in any month who, in that month, was absent from duty without leave, or **who** is absent for more than six (6) days for any reason other than vacation leave of absence or attendance, with the permission of Council, at any meeting or convention of any organization or association ~~with~~ which any Union which has a collective agreement ~~with~~ the Corporation is affiliated. (amended - B/L 1913)

(d) "Sick leave certificate" means a certificate, Form "A" attached to and forming part of this by-law, verifying a claim for sick leave.

(e) "Sick leave absence" means absence from regular attendance by sickness or other physical incapacity.

(f) "Sick leave credit" means an allowance as provided by this by-law for sick leave absence **with** pay.

(g) "Council" means the Council of The Corporation of the City of Windsor.

2. (a) A plan of sick leave credit gratuities is hereby established for every employee, and subject to the control of Council, the conduct and management of the plan shall be vested in the Treasurer, or such other employee of the Corporation **as** the Council by resolution may designate, ~~from~~ time to time.

(b) The Treasurer shall perform all things necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any employee provided, however, that the disallowance by the Treasurer of any sick leave credit or sick leave absence shall be subject to appeal **as** hereinafter set forth.

(c) The Treasurer shall provide and keep a register in which all sick leave credits shall be recorded so that the register will show the net sick leave credit of every employee which remains after all his sick leave absences have been deducted from his accumulated sick leave credit.

3. (a) Each employee shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of not more than 1 ½ days per month, and the sick leave credit of an employee shall be cumulative.

(aa) Each employee excepting those employees subject to The Police Act R.S.O. 1970 **as** amended, shall be entitled to accumulate sick leave credits after three (3) months of continuous service with the Corporation, provided that where the Collective Agreement provides for a probationary period of more than ~~three~~ (3) months, such sick leave credits shall not be available for the use of ~~the~~ employee until the employee **has** completed such probationary period or six (6) months, whichever is earlier, and thereafter the employee shall be credited with one and one-half (1 ½) days' sick leave credits retroactive **to the first** day of the calendar month following ~~three~~ (3) months of continuous service for each and every month thereafter. (Amended - **B/L 6333**)

(b) Where an employee has been employed for more than three years, he may, subject to the approval of the City Manager, be allowed sick leave absence for not more ~~than~~ thirty days at any one time in excess of his accumulated sick leave credit, **as** recorded in the register, provided that, such excess allowance shall be chargeable to and debited in the register against ~~future~~ sick leave credits to which the employee may become entitled. The decision of the City Manager disallowing ~~an~~ application for extension of sick leave absence **as** ~~foresaid~~, may be appealed to the Council. This paragraph shall not apply to a temporary employee. (Amended - **B/L 4053**)

(bb) Employees subject to The Police Act R.S.O. 1970 **as** amended, shall be entitled to accumulate sick leave credits after three (3) months of continuous service with the Corporation. (Amended **by** **B/L 6333**)

(c) Where an employee is absent due to an accident and is in receipt of Workmen's Compensation and the municipality makes up the twenty-five percent (25%) difference between such compensation allowance and his total salary or wage, his sick leave credit shall not be debited with one-quarter day for each day's absence. (Amended by By-law 1913).

(d) Where an employee is absent due to attendance at a military hospital for observation, examination or treatment in connection with any disability sustained by such employee as a result of military service, and the Municipality makes up the difference between the employee's normal salary or wages for such period of absence and any allowance or gratuity, other than for transportation and meals, received by the employee from the Department of Veterans Affairs while attending at such hospital, his sick leave credit, if any, shall be debited with the period of time determined by the ratio that the Municipality's supplemental payment bears to the employee's normal salary or wages for the period of absence. This paragraph shall not apply to a temporary employee. (B/L's 1165 & 2294).

(e) If an employee is absent from work for any period of time during which he is entitled to receive sick leave payments or is awarded compensation under The Workmen's Compensation Act, his normal accumulation of sick leave shall not be interrupted by reason of such absence. (Added - B/L 4053)

(f) Where an employee is on layoff, he is entitled to receive sick leave payments, as provided for in this by-law, for a maximum of fifteen (15) weeks for the period of his illness, or until the total number of accumulated sick leave credits have been used, whichever occurs first, provided that the absence began more than two months prior to the layoff and that no notice of layoff had been given prior to the commencement of the absence, provided that during the period of illness, the employee shall provide the Corporation with a medical certificate issued by a medical practitioner, on a weekly basis, certifying continuing illness. (Amended B/L 6333)

(g) Where an illness or injury commenced prior to a strike or lockout, an employee is entitled to receive sick leave payments as provided for in this by-law for the period of his illness or injury commenced prior to a strike or lockout, an employee is entitled to receive sick leave payments as provided for in this by-law for the period of his illness or injury for a maximum of fifteen (15) weeks or until the total number of accumulated sick leave credits have been used, whichever occurs first, provided that during the period of sickness or injury an employee shall be required to provide the Corporation with a medical certificate issued by a medical practitioner, on a weekly basis, certifying continuing illness or injury. (Amended B/L 6333)

4. (a) An employee shall report his illness to his immediate superior during the first day on which such employee is absent from his work, and within two hours of the time at which he would normally commence his duties.

(b) Upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form "A" which forms part of this by-law must be filed with the Treasurer, and where the absence has been in excess of three (3) days at one time the physician's portion of the certificate must also be completed as soon as practicable.

(c) The sick leave certificate, supported by a physician's certificate or other satisfactory evidence of illness, shall be required if requested by the City Treasurer. (By-law 2030)

(d) An employee absent for more than one month shall furnish immediately following such period, and each subsequent month, a certificate from his personal physician covering the nature of the illness, latest date of attendance and the probable date on which the employee will return to duty.

5. (a) Whenever the Treasurer disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with the terms of this by-law, such employee may appeal against the decision or action of the Treasurer by filing with the City Manager a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Treasurer. (B/L 3501)

(b) The City Manager shall be and is hereby empowered to hear such appeal and the City Manager, upon notice to all interested parties, may fix the time and place of the hearing of such appeal and may adopt such rules of procedure and practice as he in his sole discretion may determine. (B/L 3501)

(c) All notices of hearing of any such appeal shall be mailed or delivered to all parties concerned, not less than three (3) days prior to the date set by the City Manager for hearing any such appeal.

(d) The decision of the City Manager in respect to any such appeal shall be reported to the Treasurer and the Treasurer shall record the decision of the City Manager in the Register, and act upon it. (By-law 2030) (Amended by By-law 2007)

6. The Treasurer shall report monthly to the City Manager of the said Corporation all sick leave absences. (By-law 2030)

7. (a) Where an employee has heretofore accumulated sick leave credits under any plan established by the Corporation, the employee shall be entitled to credits equal in number to the sick leave credits so accumulated, in addition to any credits to which he may become entitled under the provisions of this by-law. (Amended B/L 4053)

(b) Upon the application of an employee who immediately prior to his employment by the Corporation was employed by another municipality or local board

which has established a sick-leave plan under The Municipal Act or any other general or special Act, the total sick-leave credits standing to the credit of such employee in the plan of such municipality or local board shall be placed to the credit of such employee in the plan of the Corporation, **provided** that, such total credits shall not exceed the amount of the credits which could have been **earned** by such employee under the plan of the Corporation for the same term of employment. **(B/L 4578)**

8. Subject to Section 9 hereof, when an employee, having more than five (5) years' service, ceases to be employed by the Municipality, or when an employee having less than five (5) years' service dies, there shall be paid to him or his personal representatives as the case may be, or failing a personal representative, to such other person **as** the Council may determine, an amount computed on the basis of his pay at the date of his cessation of employment with the Municipality, for a period equal to fifty per cent (50%) of the value of **his** credits or **fraction** thereof, but the amount shall not exceed six (6) months' pay, and any such employee shall be entitled to be paid such amount in a lump sum, or in regular, consecutive monthly payments of not less than Fifty Dollars (\$50.00), and the balance remaining at any given time after all previous payments have been deducted shall be paid to the employee upon his request. This section shall not apply to a temporary employee. Interest at a rate of one per cent below the average prime lending rate charged by the chartered banks in the preceding calendar year shall be paid upon the monthly balance of sick leave credits left on deposit with the Corporation from time to time, **and** such interest shall be payable **annually** not later **than** January 15th **in** each year with the final payment thereof to be made within thirty (30) days after the final withdrawal of such credits. (Amended by **B/L's 1437, 2294, 4053 and 4959**)

9. Any employee discharged by Council for cause shall lose or forfeit all benefits under this by-law.

10. By-law Number 960, passed the **fifth** day of February, 1952, is hereby repealed.

11. This by-law shall come into force on the 1st day of January, 1952.

(SEAL)

(Signed) J. F. Martin
Presiding Officer

(Signed) C. V. Waters
City Clerk

First Reading **April 1, 1952**
Second Reading **April 1, 1952**
Third Reading **April 1, 1952**

“APPROVED

(Signed) G. H. Durbar
Minister of Municipal Affairs
April 8, 1952”

As Amended By:

By-law 1074 - July 7, 1953
By-law 1165 - April 21, 1954
By-law 1437 - March 2, 1956
By-law 1913 - November 17, 1958
By-law 2007 - June 15, 1959
By-law 2030 - September 14, 1959
By-law 2294 - July 10, 1961
By-law 3501 - September 3, 1968
By-law 4053 - March 8, 1971
By-law 4578 - May 22, 1973
By-law 4959 - October 21, 1974
By-law 6333 - September 4, 1979

AGREED UPON AMENDMENTS TO BY-LAW 980 WILL BE INCORPORATED INTO THE COLLECTIVE AGREEMENT SUBJECT TO APPROVAL BY COUNCIL AMENDING THE SAID BY-LAW.

BY-LAW 980

Article 3 (b) shall now read

“3. (b) Where an employee has been employed for more than three years, he may, subject to the approval of the Chief Administrative Officer, be allowed sick leave absence for not more than thirty days at any one time in excess of his accumulated sick leave credit, as recorded in the register, provided that, such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. The decision of the Chief Administrative Officer disallowing an application for extension of sick leave absence as foresaid, may be appealed to the Council. This paragraph shall not apply to a temporary employee.” (Amended B/L 4053)

Article 4 (b) shall now read:

“4. (b) Upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form “A” which forms part of this by-law must be filed with the Commissioner of Corporate Services & Treasurer, and where the absence has been in excess of three (3) days at one time the physician’s portion of the certificate must also be completed as soon as practicable.”

Article 8 shall now read:

“8. Subject to Section 9 hereof, when an employee, having more than five (5) years’ service, ceases to be employed by the Municipality, or when an employee having less than five (5) years’ services dies, there shall be paid to him or his personal representatives as the case may be, or failing a personal representative, to such other person as the Council may determine, an amount computed on the basis of his pay at the date of his cessation of employment with the Municipality, for a period equal to fifty per cent (50%) of the value of his credits or fraction thereof, but the amount shall not exceed six (6) months’ pay, and any such employee shall be entitled to be paid such amount in a lump sum. This section shall not apply to a temporary employee. Interest at a rate of one per cent below the average prime lending rate charged by the chartered banks in the preceding calendar year shall be paid upon the monthly balance of sick leave credits left on deposit with the Corporation from time to time, and such interest shall be payable annually not later than January 15th in each year with the final payment thereof to be made within thirty (30) days after the final withdrawal of such credits. (Amended by B/L’s 1437, 2294, 4053 and 4959).”

Section 3 (c) shall now read:

3. (c) Where an employee is absent due to an accident and is in receipt of Worker’s Compensation and the municipality makes up the difference between such compensation allowance and his total salary or wage, his sick leave credit shall not be debited with one-quarter day for each such day’s absence. (Amended by By-law 1913).

Section 5 shall now read:

5. (a) Whenever the Commissioner of Corporate Services & Treasurer disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee’s sick leave credit, in accordance with terms of this by-law, such employee may appeal against the decision or action of the Commissioner of Corporate Services & Treasurer by filing with the Chief Administrative Officer a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Commissioner of Corporate Services & Treasurer. (B/L 3501)

(b) The Chief Administrative Officer shall be and is hereby empowered to hear such appeal and the Chief Administrative Officer, upon notice to all interested parties, may fix the time and place of the hearing of such appeal and may adopt such rules of procedure and practice as he in his sole discretion may determine. (BA 3501)

(c) All notices of hearing of any such appeal shall be mailed or delivered to all parties concerned, not less than three (3) days prior to the date set by the Chief Administrative Officer for hearing any such appeal.

(d) The decision of the Chief Administrative Officer in respect to any such appeal shall be reported to the Commissioner of Corporate Services & Treasurer, and the Commissioner of Corporate Services & Treasurer shall record the decision of the Chief Administrative Officer in the register, and act upon it. (BA 2030) (amended by B/L 2007)

Section 7 (b) Deleted

AGREED UPON AMENDMENTS TO BY-LAW 980 WILL BE **INCORPORATED** INTO THE COLLECTIVE AGREEMENT **SUBJECT TO APPROVAL BY COUNCIL** AMENDING THE **SAID** BY-LAW.

BY-LAW 980

Article 4 (b) shall now read:

“4. (b) Effective January 1, 2000, upon the return to work of an employee or during his absence if requested, the sick leave Certificate, as set out in Form “A” which forms part of this bylaw must be filed with the Director of Human Resources or designate, and where the absence has been in excess of three (3) days at one time the physician’s portion of the certificate must also be completed as soon as practicable.”

Section 5 shall now read:

“5. (a) Effective January 1, 2000, whenever the Director of Human Resources or designate disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee’s sick leave credit, in accordance with terms of this by-law, such employeemay appeal against the decision or action of the Director of Human Resources or designate by filing with the Chief Administrative Officer a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Director of Human Resources or designate.” (BA 3501)

5. (d) Effective January 1, 2000, the decision of the Chief Administrative Officer in respect to any such appeal shall be reported to the Director of Human Resources or designate, and the Director of Human Resources or designate shall record the decision of the Chief Administrative Officer in the register, and act upon it.” (BA 2030) (amended by B/L 2007)

EMPLOYEE SICK LEAVE CERTIFICATE
CITY OF WINDSOR
effective January 1, 2000

[ARTICLE 4(B)] - Upon return to work of an employee or during his absence if requested, the sick leave certificate, must be filed with the Director of Human Resources or Designate, and where the absence has been in excess of three (3) days at one time, the Physician's portion of the certificate must also be completed as soon as practicable.

I, _____ hereby apply for sick leave absence with pay for the undemoted period:

From: _____ To: _____
 Month Day Year (Time) Month Day Year (Time)

Comprising of the following working days: _____
 I certify that this absence was occasioned by the following sickness: _____

and that I notified or caused to be notified my immediate supervisor
 on _____ at _____ a.m.
 p.m.

Number of working days: _____

I understand that any misrepresentation of fact in this application for sick leave absence with pay may be considered as cause for immediate discharge without notice.

Dated: _____
 Employee Signature: _____
 Employee Name Printed: _____
 Department Number: _____ Employee Number: _____
 Name of Department: _____

Department Head:
 Calculation verified and application: is is not recommended
 Supervisor's Signature: _____
 Department Head: _____ Date: _____

DENTIST OR PHYSICIAN'S CERTIFICATE

I, the undersigned, a duly registered and qualified Dental/Medical Practitioner certify that:

was under my care for _____ days
 _____ hours due to an (a) appointment (b) the above sickness
 which in my opinion necessitated absence from work from: _____
 to: _____
 Date: _____
 ***Signature: _____
 Address: _____

*****NOTICE:** The nurse or receptionist may only sign on behalf of the Dentist/Physician provided a rubber stamp or official letterhead is used.

DECISION ON APPLICATION

The above application: is allowed is not allowed is allowed but amended as follows

Date: _____ Signature: _____
 Director of Human Resources or Designate

LETTER OF INTENT given this 4th day of February, 1992

TO: CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 543 "WINDSOR MUNICIPAL EMPLOYEES

I. It is the intention of The Corporation of the City of Windsor to continue the following:

1. Rest Periods:

That all employees shall be allowed two fifteen-minute rest periods (including coffee breaks) during their normal work day to be taken at a time to be designated by the employee's immediate supervisor, one such period to be taken during each half of the work day. The fifteen-minute rest period will be calculated from the time the employee stops his work and again resumes it.

2. Wash-Up Time for Employees of Traffic Control and Signals Division Performing Manual Work:

That those employees of the Traffic Control and Signals Division of the Traffic Engineering Department performing manual work shall be allowed wash-up time of five minutes before lunch and five minutes prior to quitting time.

3. Legal Picket Lines Established During Industrial Strikes at Premises Other Than Those Under the Control of the Corporation:

That in the event of industrial strikes, the Corporation will instruct its supervisors that the municipal employees are not to be ordered to cross legal picket lines unless prior permission is obtained from the proper Union authority.

II. The Corporation shall possess the capacity to introduce a four day work week on an experimental basis, in selected areas after prior consultation with the Union.

III. It is the intention of the Corporation of the City of Windsor to continue the following with reference to members of Local 543, C.U.P.E. who are members of the Survey Crews of the Public Works Department Engineering Division.

Work Week:

(a) A normal work week shall consist of thirty-four (34) hours, Monday through Friday. A work day shall consist of nine and one-half (9-1/2) hours, 7:30 a.m. to 5:00 p.m., including a lunch period of one (1) hour. The lunch period shall commence when the instruments are taken down and shall end when work is resumed.

(b) Work shall be scheduled by the Corporation to provide four (4) working days per work week, the schedule to be posted one full week in advance. Work schedules shall only be changed after mutual agreement between the employee and the Department Head.

2. Overtime:

Overtime rates shall be paid in accordance with the provisions of Article 17.01 of the Union's collective agreement for all hours worked prior to or in excess of those hours set forth in paragraph (1) above during any twenty-four (24) hour period in any calendar day and for all hours worked in excess of the employee's normal work week as defined therein.

3. Vacations:

Employees of the Survey Crews, Public Works Department, shall be entitled in the calendar year ~~1989~~ to an annual vacation with pay upon the following basis:

In the first calendar year of employment having accumulated less than six months of employment	4% of accumulated earnings
In the first calendar year of employment having accumulated more than six months of employment	At the employee's option and if time permits , one week consisting of four (4) working days: provided however, his vacation pay for the year shall be not less than 4% of his accumulated earnings. If time does not permit or the employee does not exercise his option, he shall receive 4% of his accumulated earnings for the year.
In the second and third calendar year of employment	Two (2) weeks consisting of eight (8) working days
In the fourth through the ninth calendar year of employment	Three (3) weeks consisting of twelve (12) working days
In the tenth through the seventeenth calendar year of employment	Four (4) weeks consisting of sixteen (16) working days
In the eighteenth through the twenty-fourth calendar year of employment	Five (5) weeks consisting of twenty (20) working days
In the twenty-fifth calendar year of employment	Five (5) weeks (20) days and (1) day consisting of twenty-one (21) working days
In the twenty-sixth and all subsequent calendar years of employment	Six (6) weeks consisting of twenty-four (24) working days

Effective January 1, 1991, employees of the Survey Crews, Public Works Department, shall be entitled to an annual vacation with pay upon the following basis:

In the first calendar year of	4% of accumulated earnings
-------------------------------	----------------------------

employment having accumulated less than six months of employment

In the first calendar year of employment having accumulated more than six months of employment

At the employee's option and if time permits, one week consisting of four (4) working days: provided, however, his vacation pay for the year shall be ~~not~~ less than 4% of his accumulated earnings. If time does not permit or the employee does not exercise his option, he shall receive 4% of his accumulated earnings for the year,

In the second calendar year of employment

Two (2) weeks consisting of eight (8) working days

In the third through the sixth calendar year of employment

Three (3) weeks consisting of twelve (12) working days

In the seventh calendar year of employment

Three (3) weeks (12) days and two (2) days consisting of fourteen (14) working days

In the eighth calendar year of employment

Three (3) weeks (12) days and three (3) days consisting of fifteen (15) working days

In the ninth calendar year of employment

Three (3) weeks (12 days) and three (3) days consisting of fifteen (15) working days

In the tenth through the seventeenth calendar year of employment

Four (4) weeks consisting of sixteen (16) working days

in the eighteenth through the twenty-fourth calendar year of employment

Five (5) weeks consisting of twenty (20) working days

In the twenty-fifth calendar year of employment

Five (5) weeks (20) days and one (1) day consisting of twenty-one (21) working days

In the twenty-sixth and all subsequent calendar years of employment

Six (6) weeks consisting of twenty-four (24) working days

4. Statutory Holidays:

In the case of employees of the Survey Crews, Public Works Department, should any of the above described holidays fall on an employee's scheduled day off, the employee shall be entitled to be paid his regular rate for one day in lieu of such holiday.

5. Sick Leave:

For the purpose of calculating sick leave absence with pay, as provided by By-law 980, as amended, absence due to illness of employees of the Survey Crews, Public Works Department, shall be charged against sick leave credits at 1 1/4 days for each day's absence.

6. Rest Periods:

All employees of the Survey Crews, Public Works Department, shall be allowed two fifteen-minute rest periods (including coffee breaks) during their normal day to be taken at a time to be designated by the employee's immediate supervisor, one such period to be taken during each one-half of the work day. The fifteen-minute rest period will be calculated from the time the employee stops his work and again resumes it. Rest periods shall be taken on site and during such periods, instruments are not to be taken down. If refreshment is required during the rest period

(i) The supervisor may, himself, obtain it; or

(ii) he may dispatch one man to obtain it and the rest period of the one man so selected shall be extended accordingly.

7. Term:

The four day work week for the Survey Crews, Public Works Department, and other terms and conditions of employment referable to these Crews as contained in this Letter of Intent shall be continued for the years 1990 and 1991. During the period that the four day work week and other terms and conditions of employment as herein contained are in operation, the terms of this Letter of Intent shall, where they are in conflict with the terms of the collective agreement supersede the terms and provisions of the collective agreement. In all other respects, the terms of the collective agreement shall apply to the Survey Crews.

IV. It is further the intention of the Corporation of the City of Windsor to implement on a trial basis the following procedures for the banking of overtime hours for time off in lieu of overtime pay as follows:

- (a) An employee may bank overtime to a maximum of 40 straight time hours once annually, inclusive of any carry-over as defined in subparagraph (e) (ii) below.
- (b) The banking of hours in lieu of overtime pay shall be at the option of the employee.
- (c) Employees shall be credited with banked time at the premium rates as specified in the contract. (e.g. time and one-half: - one hour overtime work will be banked to the employee's credit as one and one-half hours; double time - one hour's overtime worked shall be banked to the employee's credit as two hours.)
- (d) An employee may use overtime hours banked for limited leave of absence with pay subject to the approval of the department head so far as may be allowed to ensure the efficient operation of the department concerned,
- (e) (i) All hours banked to the credit of an employee shall, if unused, be paid out to the said employee at his then current rate of pay on the first pay day after December 1st each year.
(ii) Notwithstanding the foregoing, if any employee wishes to carry banked time from one year to the next he must make his election to do so by November 1st. It is further agreed that the time carried forward must be used as time off work in the year to which it is transferred and

shall not be subject to pay in lieu of or any further transfer.

- (iii) Under no circumstances shall an employee be allowed to use in excess of 40 hours of banked time, inclusive of time carried forward from ~~the~~ previous year, in any one calendar year.
- (iv) If an employee has not taken time off by November 1st, in the year to which it was transferred, the employee shall ~~take~~ the time off as directed by and at the discretion of his department head.

IT IS UNDERSTOOD that this Letter of Intent is not to be construed as supplementary to, explanatory of, or incorporated in the collective agreement in any manner whatsoever.

DATED at Windsor, Ontario this 4th day of February, 1992.

THE CORPORATION OF THE CITY OF WINDSOR

(M. Hurst)
MAYOR

I.T. Lynd
CLERK

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 543 "Windsor Municipal Employees" hereby acknowledge receipt of a copy of the above Letter of Intent and agree to its terms.

DATED at Windsor, Ontario this 4th day of February, 1992

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 543, "WINDSOR MUNICIPAL EMPLOYEES"

J.R. Whitson
PRESIDENT

(M. Suthers)
SECRETARY

LETTER OF **INTENT** given this 21st day of March A.D. 1986.

TO: CANADIAN **UNION** OF PUBLIC EMPLOYEES
LOCAL 543 "WINDSOR MUNICIPAL EMPLOYEES"

It is the intention of the Corporation of the City of Windsor that members of the **staff** of the Tourist and Convention Bureau will wear their prescribed uniforms at officially recognized functions of the Bureau whereby they will be readily distinguishable from the general public, and that no new uniforms will be acquired until **the** present inventory of uniforms is depleted.

It is understood that **this** Letter of Intent is not to be construed **as** supplementary to, explanatory of, or incorporated in the collective agreement in any manner whatsoever.

DATED at Windsor, Ontario **this 21st day** of March, 1986.

THE CORPORATION OF THE CITY OF **WINDSOR**

(David S. Cassivi)
ACTING MAYOR

(Thomas Lynd)
CLERK

The Canadian Union of Public Employees, Local 543 "Windsor Municipal Employees" hereby acknowledges receipt of a copy of the above Letter **of** Intent and agrees to its terms.

DATED at Windsor, **Ontario this 21st day** of March, 1986

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 543, "WINDSOR MUNICIPAL EMPLOYEES"

(Alex Gyemi)
PRESIDENT

(Monika Ballance)
RECORDING SECRETARY

LETTER OF INTENT given this 4th day of February 1992.

TO: WINDSOR MUNICIPAL EMPLOYEES LOCAL 543,
CANADIAN UNION OF PUBLIC EMPLOYEES

it is the intention of The Corporation of the City of Windsor to adhere to the following:

1. Flex Time

The Corporation has agreed to discuss the possibility of introducing some flexibility where practicable into the current hours of work.

2. Older Worker

The Corporation will consider on an individual basis the request of the Union on behalf of an employee who is within 5 years of normal retirement to work at an alternate position conducive to his/her physical abilities with no loss of pay or seniority.

3. Hours of Work - Huron Lodge

The Corporation has agreed to establish a committee of four, two members of C.U.P.E. Local 543 and two members from the administration for the purpose of attempting to negotiate a schedule of working conditions which would provide one weekend off in two for full-time employees at Huron Lodge.

The Corporation will attempt to negotiate such schedule for implementation on January 1, 1993.

Part-Time Shift - Huron Lodge

The Corporation has agreed to discuss the issue of preferred part-time shift at Huron Lodge.

4. Non-Union Persons Working

The Corporation has agreed that employees not in the Bargaining Unit shall not perform the duties of employees in the Bargaining Unit except for the purpose of investigation, inspection or instruction.

5. The Employer does not intend as a practice to replace full-time positions with part-time staff.
6. That if Local 543 negotiates an agreement with an insurance company to provide group rates for auto and/or house insurance, that the City of Windsor will, pursuant to directions from the employees concerned, implement payroll deductions for such payments.
7. The Corporation has agreed to attempt to implement a computerized system to maintain and distribute overtime.

8. Any employee who as of April 20th, 1988 is employed in a position requiring Grade 12 or who has a Grade 12 Community College equivalency shall be recognized as having the equivalency of a Grade 12 as recognized by the Ontario Ministry of Education for the purpose of applying for posted positions. The employee will however not advance beyond the first increment of the posted position or the increment level at which he or she was hired into unless the employee obtains Grade 12 as recognized by the Ontario Ministry of Education.

It is understood that this Letter of intent is not to be construed as supplementary to, explanatory of, or Incorporated in the Collective Agreement in any manner whatsoever.

Dated at Windsor, Ontario, this 4th day of February, 1992.

THE CORPORATION OF THE CITY OF WINDSOR

(M. Hurst)

MAYOR

(T. Lynd)

CITY CLERK

Windsor Municipal Employees, Local 543, Canadian Union of Public Employees hereby acknowledges receipt of a copy of the above Letter of Intent.

Dated at Windsor, Ontario, this 4th day of February, 1992.

WINDSOR MUNICIPAL EMPLOYEES, LOCAL 543
CANADIAN UNION OF PUBLIC EMPLOYEES

(R. Whitson)

PRESIDENT

(M. Suthers)

SECRETARY

LETTER OF UNDERSTANDING

RESIDENT CUSTODIANS - WINHOME

In keeping with the agreement between the parties recognizing the voluntary certification of the aforementioned, the following matters were agreed to between the parties by agreement signed on May 30, 1988.

1. Security tenants will be permitted for emergency situations.
2. Every other week-end off for full-time employees provided that Resident Custodian - Winhome cover **off** for a partner. It is **further** understood that days **off** may vary and occur during mid week.
3. Employees in such positions will be required to be residents and will pay full rental rate unless entitled to supplement.
4. Working conditions are subject to further discussion concerning specific shifts taking into account the 40 **hours** per week Sunday through Saturday **as** scheduled by the Property Manager.
5. Shift premium will apply subject to further discussion concerning working conditions and scheduling requirements.
6. Statutory holidays and car allowance shall apply **as** per the Collective Agreement.
7. It is understood **that** if such employees attain another position either **internally** or **externally**, that they may be required to give up residence in the building.
8. It is noted that language covering working conditions, overtime, call-out, clothing and tools have been incorporated into the current collective agreement under the applicable provision.

LETTER OF UNDERSTANDING

THE PARTIES AGREE that only those employees posting into or being hired into meter maintenance staff under the Parking Operations Division, after January 1, 1990, shall be required to work the six-day operation.

THE PARTIES FURTHER AGREE that those employees hired as of March 1, 1990, as Plumbing Inspectors, Heating inspectors or Building Inspectors shall not be required to become Generalist Inspectors.

(A. Gleich)
PERSONNEL DIRECTOR

(Laura Moore)
PRESIDENT
C.U.P.E. LOCAL 543

MEMORANDUM OF AGREEMENT

on Implementation of Pay Equity
and Internal Equity Programmes

BETWEEN

THE CORPORATION OF THE CITY OF WINDSOR
(hereinafter referred to as the "Corporation")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 543 - "WINDSOR MUNICIPAL EMPLOYEES"
(hereinafter referred to as the "Union")

The Negotiating Committees of the Parties have negotiated agreement on the terms and conditions which constitute settlement of all matters with respect to the implementation and maintenance of a job evaluation programme applying to designated jobs coming within the Union, as well as the meeting of all requirements of The Pay Equity Act, 1987. As a result, the undersigned representatives of the Parties do hereby agree to recommend to their respective principals the complete acceptance of the terms and conditions as set out in this Memorandum of Agreement.

A. Implementation of Pay Equity

1. The Parties agree that the Pay Equity Adjustment Report, attached hereto as Attachment I and the Band Comparators attached as Attachment 1A, shall serve as the basis for the CUPE Local 543 Pay Equity Plan.
2. Implementation Dates: For those employees working for the Corporation as of November 9, 1990, and identified as being entitled to a Pay Equity wage adjustment: 50% of the individual's pay equity adjustment will be made retroactive to January 1, 1990, with the remaining 50% pay equity adjustment made effective the first pay period following July 6, 1990.
3. Those identified as being entitled to a Pay Equity wage adjustment shall be those employees in jobs identified in the Pay Equity Adjustment Report, as follows:
 - (a) Regular employees - for all time spent in the job.
 - (b) Regular employees in another job on an acting basis - must have worked in the acting job for a period of not less than six (6) continuous months, commencing no earlier than January 1, 1990. The employee shall receive the greater of the green circled adjustment for the job that they hold on a permanent basis or the job that they hold on an acting basis.

- (c) Temporary employees - must have worked in the temporary job for a period of not less than six (6) continuous months, commencing no earlier than January 1, 1990.

B. Implementation of the Joint Job Evaluation Programme

1. The Parties agree to the amendments to the current Collective Agreement between the Corporation and the Union, enclosed as Attachment II. Said amendments shall put into place a gender-neutral Joint Job Evaluation Programme as detailed in the Job Evaluation Manual of Procedures.
2. It is agreed that both Parties will submit their nominees for the Joint Job Evaluation Committee by January 31, 1991. Said Committee will re-convene in February, 1991 and will begin to receive Classification evaluation requests at a date mutually agreed upon by the Committee members.

C. Implementation of Internal Equity Results

1. (a) Effective July 1, 1991, all employees whose jobs are contained in Attachment IIIA shall be placed in the appropriate new Classification and Increment level as outlined in Attachment III, and subject to Article 24.05 of the amended Collective Agreement.
- (b) Regular full-time and regular part-time incumbents hired prior to November 28, 1990 will be placed in the second increment of the new Classification, in accordance with Article 24.01 of the Collective Agreement.
2. All vacancies and temporary appointments for Salary Schedule B jobs filled after January 1, 1991, shall be paid in accordance with the 1991 current Collective Agreement rate (revised if necessary for pay equity) or revised 1991 internal equity rate, whichever is the lower,
3. Pay equity and/or internal equity wage adjustments for regular employees performing a job on a temporary basis shall be determined as follows:
 - (i) The incumbent shall receive the greater of the wage adjustments for either the job that they hold on a permanent basis or the job that they hold on a temporary basis.
 - (ii) In those instances where an incumbent's regular job rate is higher than the incumbent's existing temporary rate, the incumbent has the right to so continue in their temporary assignment or return to their regular position, subject to ten (10) working days' written notice to the concerned Department Head.

D. Notices of Vacancy

In order to ensure compliance with the spirit and intent of the job evaluation programme, it is understood by the Parties that the Notices of Vacancy shall be the sole responsibility of the Personnel Department.

Signed this 15 day of January, 1991.

FOR THE CORPORATION

FOR THE UNION

(John S. Nicol)
Chairperson

(Laura Moore)
President, CUPE Local 543

(John Box)

(John Wolf)

(Janis Antinori)

(David Saunders)

1-15-91

**CORPORATION'S LETTER OF AGREEMENT RE LTD RESOLUTION
TO CUPE LOCAL 543**

1. The Parties agree that no grievance will be filed until such time as the entire LTD process, including appeals is exhausted. (see no. 5 for details)
2. Human Resources will ~~arrange~~ a meeting with two representatives of the Union, the Carrier and Human Resources to discuss the ~~timeliness~~ of decisions with a view to improving the expediency of the process.
3. The Human Resources Department will copy the Union on ~~the~~ "Application for LTD Claim" package ~~as~~ presented to the member at 60 days.
4. (a) Within 30 days of the date of ratification by Council of the Collective Agreement, the Union and Corporation shall each choose three persons ~~from~~ the List of Members of the Ontario Labour-Management Arbitrators Association, which six persons shall constitute the list of arbitrators for the purposes of this LTD agreement. The Union and the Corporation shall provide replacement appointees to the list ~~as~~ required from time to time, selected from the above lists, to maintain the full list of six ~~persons~~.
- (b) The Corporation and the Union shall share equally the cost of the arbitrator. The party seeking to arbitrate may proceed directly to arbitration upon the exhaustion of the claims appeal procedure including the third party independent physician agreed upon by both parties, but must do ~~so~~ within 10 days of the ~~delivery~~ of the final decision of the carrier by the Corporation to the Union.
5. (a) Amended language. Proposal ~~as~~ attached. (Clarification that method of payment has changed).
-Language ~~as~~ agreed.
- (b) Corporation agrees to delete paragraph 2 in section 2.3 (Manner of Performance) of the Administrative Services Agreement.
- (c) Letter - Employees must fully exhaust the claims appeal procedure under the LTD Plan including the third party independent physician agreed ~~upon~~ by both parties. Thereafter should the Union decide to proceed to Arbitration, the selection of ~~an~~ Arbitrator will be from the above list of names, on a ~~rotating~~ basis, depending upon availability.
- (d) The parties ~~also~~ agree that the existing grievances filed by LTD claimants who have not exhausted the claims appeal procedure under the Plan including the third party independent physician agreed upon by ~~both~~ parties will be held in ~~abeyance~~ until such time ~~as~~ they have exhausted the claims appeal procedure including the third ~~party~~ independent physician agreed upon by both parties, and the process for arbitration ~~as~~ set out herein will apply should the claims proceed to arbitration.
- (e) The decision of the arbitrator shall be final and binding on all parties without further appeal.
- (f) Continuation of benefits for ~~an~~ applicant whose claim ~~has~~ been allowed by the arbitrator shall be subject to the applicant abiding by the normal rules and practices of the LTD Plan ~~as~~ administered by the carrier.

Dated this 28th day of October, 2002.

FOR THE CORPORATION

FOR THE UNION

(Janis Antinori)

(Mark McArthur)

(John Lechicky)

(Mike Virga)

LETTER OF INTENT

Effective February 11, **2002**, the Parties agree that the attached list of Recreational employees are eligible for purposes of Article **12.01 (4)** pertaining to appointment to a regular full-time position (excluding temporary or acting appointments) and **as** such will be considered at the same time **as** temporary and probationary regular full-time and regular **part-time** employees. Such Recreational employees must be actively working for the Corporation during the posting period to apply. **This** list shall be updated by the Parks and Recreation Department **on** an annual basis **as** at December 31st based on the **same** formula used on arriving at this list.

Dated this 28th day of October, **2002**.

Agreed to by:

CORPORATION OF CITY OF WINDSOR

CUPE LOCAL 543

(Janis Antinori)

(Mark McArthur)

(John Lechicky)

(Mike Virga)

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF WINDSOR

(Hereinafter referred to as the "Corporation")

AND

LOCAL 543, CANADIAN UNION OF PUBLIC EMPLOYEES

(Hereinafter referred to as the "Union")

The Parties have agreed as follows:

During the term of this Collective Agreement (January 1, 2005 to December 31, 2008), the Corporation agrees to discuss with the Union, any ~~tax~~ premium or cost that is legislated, changed or levied as they relate to any of the benefits within this Collective Agreement.

Signed this 24th day of January, 2006.

FOR THE CORPORATION

FOR THE UNION

Mihalo
Executive Director of Human Resources

M. M. Cote
President CUPE Local 543

J. Schulz
Manager of Employee Relations

M. Vingo
Recording Secretary, CUPE Local 543

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