

A G R E E M E N T

between

SOURCE	City		
EFF.	93	01	01
TERM.	94	12	31
No. OF EMPLOYEES	203		
NOMBRE D'EMPLOYÉS	<del>254</del>		

S.D.

THE CORPORATION OF THE CITY OF ST. CATHARINES

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 150

January 1st, 1993 to December 31st, 1994

FEB 24 1994

0704605

INDEX TO COLLECTIVE AGREEMENT  
C.U.P.E. LOCAL 150

SUBJECT	ARTICLE OR SECTION	PAGE
ABSENCE		
- extended vacations	11.04	17
- from work by Steward	6.03	5
- loss of seniority (see also Leave of Absence)	10.04	11,12
- maternity leave	11.05	17
ADDRESS		
- obligation of employee	32.02	40
- of parties to agreement	32.03	40
AGREEMENT		
- application of	33.01-	40
- continuation of	34.01	40
- duration of	34.01	40
- negotiation of	34.02	40
- purpose of	1.01	1
APPEALS		
(see Grievance Procedure - Article 7)		6,7,8
APPLICATION OF AGREEMENT	33.01	40
ARBITRATION	7.06	7,8
BARGAINING UNIT	2.01	1,2
BOARD OF ARBITRATION	7.06	7,8
BULLETIN BOARD	30.01	39
CALL-IN PAY	20.01	29
CESSATION OF SENIORITY	10.04	11,12
COMMITTEES		
- Grievance and Union	6.01	4,5
- Safety	26.02	37
COMPASSIONATE LEAVE	17.01	27
COMPENSATION		
- to Stewards for absence from work	6.03	5
- to Union Committee for absence to attend meetings		
CONTRACTING OUT	25.05	36

SUBJECT	ARTICLE OR SECTION	PAGE
CORPORATION		
- exclusive function	4.01	3
- filling of vacancies	10.06	12,13,14,15
- grievance	7.08	7,8
- notice re leave of absence	11	16,17
- rules & regulations for employees	4.02	4
COST		
- of welfare programme	22.04	31
- of Arbitrator agreement	7.06	7,8
DAY, DEFINITION	14.01 (c)	20
DISCHARGE OR DISCIPLINE CASES		
- grievance	8.01	a
- loss of seniority'	10.04	11,12
DISCRIMINATION		
- by Corporation	5.01	4
- by Union	5.02	4
DUES		
- deduction	3.02	3
	3.03	3
DURATION OF AGREEMENT	34.01	40
EMERGENCIES		
- split shifts	14.04	22
- maximum hours	14.05	22
EMPLOYEE INSURANCE PROGRAMME		
- employee's liability	22	30,31
	22.05	31
EMPLOYEE		
- definition	2.02	2
- casual	10.01	9,10
- regular	10.01	9,10
- new & union	6.05	5,6
- joint Labour/Management Committee	6.06	6
- use of other employees	2.05	2
EMPLOYMENT		
- protection of	25	35,36
- on return of disability	21.03	29
FAILURE TO RETURN TO WORK	10.04	11,12
FIRST AID		
- equipment	26.03	37
- training	26.04	37

SUBJECT	ARTICLE OR SECTION	PAGE
FOREMAN		
- in grievance procedure	7.02	6,7,8
- permission to Steward to leave job	6.03	5
FUNCTION		
- of Corporation	4.01	3
- removal of	25.03	35
GRIEVANCE PROCEDURE		
- group grievance	7	6,7,8
	7.08	7,8
HOLIDAYS		
- paid	16	25,26,27
HOSPITAL BENEFIT		
- (See Employee Insurance Programme)	22	30,31
HOURS OF WORK		
- maximum hours	13	18,19
	14.05	22
INSURANCE		
- (See Employee Insurance Programme)	22	30,31
INITIATION FEE	3.05	3
JOB CLASSIFICATION	31	39
JOB POSTING	10.06	12,13,14,15
JURY DUTY	28.01	38
LAY-OFF		
- consideration	10.05	12
- general procedure	10.07	15
- loss of seniority	10.04	11,12
- Union officers	10.09	16
LEAVE OF ABSENCE		
- compassionate	17.01	27
- for extended vacations	11.04	17
- for full-time Union office	11.03	17
- loss of seniority if exceeded	10.04	11
- for maternity	11.05	17
- to Union delegates to conventions	11.02	17
- without pay to employees	11.01	16,17
LIFE INSURANCE		
- (See Employee Insurance Programme)	22	30,31
LIST		
- of employees re dues deduction	3.04	3
- seniority (iii)	10.01	9,10

SUBJECT	ARTICLE OR SECTION	PAGE
LOCKOUT	9.01	9
MEDICAL BENEFIT		
- (See Employee Insurance Programme)	22	30,31
MEETINGS		
- mutually agreeable	6.02	5
- in grievance procedure	7.04	6
- report of	6.02	5
NOTICES		
- addresses of parties	32.03	40
- discharge or discipline	8.02	8
- employee's addresses	32.02	40
- employee's change of status for insurance	22.05	31
- for extended vacations	11.04	17
- layoff	10.07	15
- of desire to negotiate	34.01	40
- recall	10.07	15
- supervisory staff's names	32.01	40
- termination of Agreement	6.01	4,5
- Union Officer's names	6.01	4,5
OVERTIME	14	20,21,22
- identification of day	14.01	20
PAID HOLIDAYS	16	25,26
PAY		
- advance pay for vacations	15.04	25
- call-in	20	29
- lead hand	12.02	17,18
- on day of injury	21	29
- on transfer	19	28,29
- on Union business	6.03	5
- overtime	14.01	20,21,22
- rates	12.01	17
- shift premium	18	28
- temporary supervisor	12.02	17,18
- Workers' Compensation cases	21.04	29
PENSION PLAN	24.01	35
POSTING OF JOBS	10.06	12,13,14,15
PROBATIONARY PERIOD	10.01	9
PROMOTION & DEMOTION	10.05	12

SUBJECT	ARTICLE OR SECTION	PAGE
PROTECTIVE CLOTHING & SAFETY EQUIPMENT	27	37
- equipment (cleaning & maintenance)	27.03	38
<b>PYRAMIDING</b>		
- of overtime precluded	14.02	21
<b>PURPOSE OF AGREEMENT</b>	1.01	1
<b>QUIT</b>		
- effect on insurance	22.04	31
- loss of seniority	10.04	11
- vacation pay	15.05	25
<b>RECALL</b>	10.07	15
<b>RECOGNITION</b>	2.01	1,2
<b>RELATIONSHIP</b>		
- Function of Corporation	4.01	3
- rules and regulations	4.02	4
- provisions	4.03	4
<b>REPRESENTATION</b>	6.01	4,5
<b>REST PERIODS</b>	29	39
<b>RULES &amp; REGULATIONS</b>	4.02	4
<b>SAFETY &amp; HEALTH</b>	26	36
- responsibility for	26.01	36
- first aid training	26.04	37
- personnel shelters in vehicles	26.03	37
<b>SENIORITY</b>		
- attainment of	10.01	9,10
- casuals	10.01	9,10
- cessation	10.04	11,12
- continuation outside unit	10.10	16
- exercise of	10.01	9,10
- list	10.01	10
- purpose	10.02	11
<b>SHIFTS</b>		
- premiums	18.01	28
- rotation	13.04	19
<b>SICK LEAVE</b> (Short Term/Long Term Disability)	23	32,33
<b>STARTING &amp; STOPPING TIMES</b>	13.03	19

<u>SUBJECT</u>	<u>ARTICLE OR SECTION</u>	<u>PAGE</u>
STEWARDS & UNION COMMITTEE		
- recognition Of by Corporation	6.01	4,5
- regular duties	6.03	5
- re discharge or discipline	8.01	8
- new employees	6.05	5,6
STRIKES	9.01	9
TRAINING	25.04	36
TRANSFER (TEMPORARY)		
- classifications	19.01	28,29
- employee disabled	21.03	29
- promotion and demotion	10.05	12
UNION COMMITTEE		
- Committee and Stewards	6	4,5,6
- conventions	11.02	17
- discrimination	5.01/02	4
- grievance	7.08	7,8
- recognition	6.01	4,5
- security of employment	10.09	16
UNION PRESIDENT		
- role	6.04	5
UNION SECURITY	3	2,3
- membership, condition of employment		
VACANCIES	10.06	12,13,14,15
VACATIONS	15	22,23,24,25
WAGES	12.01	17
WEEK, Definition	13.02	19
WITNESS		
- grievance procedure	7.10	8
WORKERS' COMPENSATION		
- incapacity pay	21.04	29

THIS AGREEMENT made this 27th day of April 1993, authorized by  
By-law No. 93-110 of the City of St. Catharines.

BETWEEN:

THE CORPORATION OF THE CITY OF ST. CATHARINES

(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, C.U.C., LOCAL 150

(hereinafter called the "Union")

OF THE SECOND PART

#### ARTICLE 1 - PURPOSE

1.01 - The purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and its employees represented by the Union; to establish and maintain rates of pay, hours, and working conditions for the said employees consistent with the maintenance of an efficient civic service; and to provide a procedure for the settlement of grievances. Use of the masculine gender in this Agreement shall be considered to also include the feminine.

#### ARTICLE 2 - RECOGNITION

2.01 - The Corporation recognizes the Union as the certified exclusive bargaining agent for all employees of the Corporation save and except:

1. foremen and those above the rank of foreman;
2. persons employed for not more than twenty-four (24) hours per week;
3. students employed during the school vacation period, or on a co-operative training programme, provided there shall be not more than one (1) for every twenty-five (25) employees; but this limitation shall not apply to the Parks and Recreation Department;
4. Employees bound by the Collective Agreement of the Canadian Union of Public Employees, Local 157;



5. persons employed by the Fire Department and by any local board as the same is defined in the Department of Municipal Affairs Act:

which shall be referred to in this Agreement as the Bargaining Unit or Unit.

2.02 - The word "employee" in this Agreement shall refer to both casual employees and regular employees as defined in Article 10 and whose jobs fall within the Bargaining Unit as defined in Section 2.01:

- (a) who are receiving wages for performing work for the Corporation; or
- (b) who are on leave of absence or sick leave in accordance with the provisions of this Agreement; or
- (c) who are on layoff with seniority rights to recall, to the extent of providing right of recall and right of grievance as set forth in this Agreement.

2.03 - A student will not be used on a job when a regular employee is available and capable of performing such job. Such regular employee shall have preference for overtime over a student employee within the division on any job for which the regular employee is qualified and experienced.

2.04 - Employees hired for seasonal projects under programmes directly funded by the Federal or Provincial Governments specifically to create employment shall not be covered by Articles 10 (Seniority), 15 (Vacations), 17 (Paid Holidays for ninety (90) days from their date of hire), 17 (Compassionate Leave), 22 (Employment Insurance Programme), 23 (Sick Leave Plan), and 28 (Jury Duty).

2.05 - Corporation employees, other than students, who are not covered by this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for purposes of instructing, experimenting, in emergencies, or when a regular qualified employee is not available within reasonable period of time.

2.06 - No employee shall be required or permitted to make any written or verbal agreement with the Corporation or the Union, or their respective representatives, which conflicts with the terms of this Collective Agreement.

#### ARTICLE 3 - UNION SECURITY

3.01 - All employees presently members of the Union shall as a condition of continuing employment remain members, in good standing, of the Union. All future employees shall, as a condition of continued employment, become and remain members, in good standing, of the Union within thirty (30) days of employment.

3.02 - The Corporation agrees to deduct such initiation fees, where applicable, and such regular monthly Union dues as are uniformly levied by the Union in equal portions from each pay of all present employees and of all new employees after thirty (30) days of employment. The total amount of the monthly deduction will be transmitted regularly each month to the Secretary-Treasurer of the Union.

3.03 - These dues will be deducted only after all demands against the pay have been satisfied.

3.04 - The Corporation will use its best endeavours to comply with the provisions of this Article, but it is relieved by the Union of any and all responsibility and/or liability for deducting, or failure to deduct, Union dues.

3.05 - With the first transmission of dues, the Corporation will deliver a list of the employees from whom deductions were made and the amount of the deductions. With subsequent transmissions, the Corporation will show any changes in employees or deductions.

3.06 - The Union will deliver to the Corporation a letter certified by a responsible officer of the Union setting out the amounts of initiation fees and monthly dues mentioned in Section 3.01, and the name and address of the Secretary-Treasurer of the Union.

3.07 - At the same time that Income Tax (T-4) slips are being prepared, the Corporation shall include the amount of Union dues paid by the Union member in the previous year.

#### ARTICLE 4 - RELATIONSHIP

4.01 - The Union acknowledges that it is the exclusive function of the Corporation, subject only to the express provisions of this Agreement, to

- (a) maintain order, discipline and efficiency;
- (b) hire, layoff, classify, direct, transfer, and promote employees; and to discharge, demote, suspend or otherwise discipline employees for just cause; and
- (c) generally to manage the enterprises in which the Corporation is engaged and, without restricting the generality of the foregoing, to determine the work to be done, methods, schedules of production, kinds, location, and tools to be used, processes and the control of materials and parts to be incorporated in the work.

4.02 - The Corporation also has the right to make and alter from time to time rules and regulations to be observed by the employees, provided that no change shall be made by the Corporation in such rules and regulations without prior notice to, and discussion with, the Union.

4.03 - The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement, and a claim that the Corporation has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement, may be the subject of a grievance.

#### ARTICLE 5 - DISCRIMINATION

5.01 - No discrimination, restraint or coercion shall be exercised or practised by the Corporation or by any of its representatives with respect to any employee because of his membership in, or connection with, the Union.

5.02 - Conversely, there shall be no intimidation, restraint or coercion exercised or practised upon the-employees by the Union or by any of its representatives or members; neither shall there be any Union solicitation or activity on Corporation premises or job sites, excepting as is provided in this Agreement or mutually agreed upon.

#### ARTICLE 6 - STEWARDS AND UNION COMMITTEE

6.01 - The Corporation will recognize

- (a) Eleven (11) Stewards, each of whom shall be employed in and represent one (1) of the following groups of employees:

Arena - one (1)  
Cemetery - one (1)  
Geneva Street Yard - two (2)  
Roads Branch - three (3)  
Supplies & Services Department - one (1)  
Utilities Branch - two (2)

and a Chief Steward, who shall be employed in the Unit and represent any small groups not included above.

The number and distribution of Stewards may be altered by agreement from time to time as conditions change, but the ratio shall not exceed one (1) Steward for each twenty (20) regular employees.

- (b) A Grievance Committee of three (3) regular employees of whom one (1) shall be the President of the Local or his representative, a second shall be the Chief Steward, and a third shall be the Steward concerned with the grievance.

- (c) A Union Negotiations Committee of five (5) regular employees, of whom one (1) shall be the President of the Local or his representative, for the purpose of renewing or amending the Collective Agreement, and for the purpose of meetings held under the provisions of Section 6.02.

The Stewards and members of the Committees shall have been placed on the seniority list as a regular employee. The Union shall notify the Corporation in writing of the names of its officers, the Stewards, and members of its Grievance Committee and of its Union Committee.

6.02 - Meetings between the Corporation and Union Committee shall be held at times mutually agreeable to both parties.

6.03 - It is understood that a Steward has his regular work to perform on behalf of the Corporation and that he will not leave his work without obtaining permission from his Foreman. When resuming his regular work, he will report to his Foreman, and will give any reasonable explanation which may be requested with respect to his absence.

It is clearly understood that a Steward will not absent himself from his regular work unreasonably in order to deal with grievances of employees, but that grievances will be serviced as much as possible outside of working hours. In accordance with this understanding, the Corporation agrees to compensate a Steward for his regularly scheduled work time spent in servicing grievances of employees, and also a member of the Grievance Committee or the Union Committee for his regularly scheduled work time spent in attending meetings with the Corporation's representatives to the extent that they will suffer no loss of earnings. The Corporation reserves the right to discontinue payments under this provision should the privileges extended hereby, in the opinion of the Corporation, be abused, but before any such action is taken, there will be notice to, and discussion with, the Union.

6.04 - The Corporation recognizes the role of the President and the Chief Steward in the operation of the Agreement, and acknowledges the necessity for the President and the Chief Steward to provide occasional advice or assistance to the stewards, or to confer with management from time to time, during working hours. The Union, on its part, recognizes the responsibility of the President and the Chief Steward to perform his duties, and undertakes that there will be no burden or penalty to the Corporation as a result of such activities on the part of the President and the Chief Steward.

6.05 - The Corporation agrees,

- (a) to provide a printed copy of the Union Agreement to each employee;
- (b) to acquaint each new employee of the requirement of Union membership and the check off with regard to their membership; and

- (c) to ensure that a new employee is introduced to his Steward, who shall have a reasonable opportunity, as work permits, to acquaint the employee with his rights and responsibilities with respect to Union representation.

6.06 - The parties agree to the continuance of a joint Labour/Management Committee. Changes in the composition of the Committee, its terms of reference and its procedures may be agreed to by the Union and the Corporation. The Committee shall not have any jurisdiction to alter or interfere with the normal process of the Agreement.

#### ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 - It is the mutual desire of the parties that complaints of employees shall be adjusted as promptly as possible.

7.02 - STEP I - In the first instance, an employee shall take up any complaint directly with his Foreman within eight (8) days of the event upon which the complaint is based. The Foreman shall, if requested by the employee, arrange for the presence of his Steward. The Foreman will give his decision, in the presence of the Steward if requested, within two (2) days of the logging of the complaint.

7.03 - STEP II - If not settled in Step I, the grievance may, within three (3) days of the reply in Step I, be submitted in writing to the Division Head or his representative. The Chief Steward, accompanied if he wishes by the appropriate Steward, shall be given an opportunity to discuss the grievance with the Division Head or his representative within two (2) days of submission of the grievance. The Division Head or his representative shall give his decision in writing to the grievor, with a copy to the Chief Steward within three (3) days of the discussion. The grievance shall specify the facts and the Section or Sections claimed to be violated or relied upon, and the remedy sought, and decisions in Steps II and III shall specify the facts and reasons upon which the decision is based.

7.04 - STEP III - If not then settled, the grievance may, within three (3) days of the reply in Step II, be submitted in writing by the Grievance Committee to the Department Head to be dealt with at a meeting under Section 6.02, to be held within five (5) days of the submission. At Step III and at meetings provided for in Section 6.02, there may be present a representative of the Union if requested by either party. The decision of the Department Head, or of the Grievance Committee in the case of a Corporation grievance, shall be given, in writing to the grievor, with copies to the Chief Steward and the Union President, within five (5) days of the meeting at which it was discussed.

7.05 - STEP IV - If not then settled, the grievance may, within five (5) days of the reply in Step III, be submitted, in writing, by the Grievance Committee to the City Administrator to be dealt with at a meeting under

Section 6.02, to be held within ten (10) days of the submission. The decision of the City Administrator shall be given, in writing to the grievor, with copies to the Chief Steward, the Union President and the National Representative, within ten (10) days, of the meeting at which it was discussed.

7.06 - STEP V - If not then settled, the grievance may, within twenty (20) days of the reply in Step IV, be referred to arbitration as follows:

Both parties to this Agreement agree that a grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 7 above, and which has not been settled, shall be referred to a Sole Arbitrator.

If the parties are not able to agree upon such an Arbitrator within ten (10) working days of the Notice of Arbitration, the Minister of Labour for the Province of Ontario shall be requested to appoint an Arbitrator.

Either party may request a Board of Arbitration in which the Nominee of each party shall be appointed within ten (10) working days of the Notice of Arbitration and the Nominee of each party shall select a Chairman of the Board of Arbitration.

The Board of Arbitration, or Sole Arbitrator, shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.

Each of the parties to this Agreement shall bear the expenses of the Arbitrator appointed by it, and the parties shall jointly bear the expense, if any, of the Chairman or of a Sole Arbitrator.

No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

7.07 - No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by this Agreement, except that if at any step of this grievance procedure the Corporation or the Union does not give its answer within the allotted time limit, the grievance may be carried to the next step within the appropriate time which shall start to run from the expiration of the allotted time within which the answer should have been given.

7.08 - Within ten (10) days of the event upon which the grievance is based, the Corporation or the Union may submit a grievance in writing to the other alleging a violation of a term of this Agreement. Such a grievance shall set out the facts and the Section or Sections of the Agreement claimed to be violated or relied upon, and the matter shall be dealt with in accordance with Step III and the balance of the grievance procedure. No grievance shall be submitted by the Union under the provisions of Section 7.08 unless it involves a question of general application or a group of employees

under more than one supervisor. A group grievance, being a grievance by a group of employees working under one supervisor, shall be instituted at Step I.

7.09 - If at any step of the grievance procedure a grievance is not submitted within the period specified, it shall be deemed to be abandoned. The time limits may be extended by agreement between the parties.

7.10 - At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the plant and to view disputed operations and to confer with necessary witnesses. A representative of the Personnel Department may be in attendance at all grievance meetings from Step II on.

7.11 - In this Article, the word "days" shall exclude Saturdays, Sundays, and paid holidays.

7.12 - In this Article, the written reply shall be deemed to have been made on the second day following its mailing by the sender.

#### ARTICLE 8 - DISCHARGE OR DISCIPLINE CASES

8.01 - A claim by an employee that he has been unjustly discharged or disciplined shall be treated as a grievance if a written statement of such grievance is lodged with the Department Head within three (3) working days after the discharge or discipline, or within three (3) working days after the Union and the Chief Steward have been notified in writing of the discharge or discipline, whichever is the later. Such special grievance shall be dealt with at Step III and the balance of the grievance procedure.

8.02 - The Corporation will notify the Union, the President and the Chief Steward in writing of all discharge or suspension cases as soon as possible but within two (2) working days, and discipline cases within four (4) working days.

8.03 - Such special grievance may be settled by confirming the Corporation's action, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.

#### 8.04

- (a) After twenty-four (24) months, any letter of warning for inadequate performance, tardiness, or non-attendance shall not be used against an employee if there has been no recurrence in that period.

- (b) Each employee shall have access to his personnel file upon reasonable notice for the purpose of reviewing all evaluations or disciplinary notations pertaining to his employment with the Corporation.

8.05 - In this Article, the term "working days" shall exclude Saturdays, Sundays, and paid holidays.

#### ARTICLE 9 - NO STRIKES OR LOCKOUTS

9.01 - During the life of this Agreement, the Union agrees that there will be no strike or other collective action which will interfere with the Corporation's operations and the Corporation agrees that there will be no lockout. The definitions of the words "strike" and "lockout" shall be those set forth in The Labour Relations Act of the Province of Ontario, as amended from time to time.

#### ARTICLE 10 - SENIORITY

10.01 - Employees shall be known as:

- (a)(i) Regular Employee - a regular employee being one whom the Corporation expects will work the year round.
- (ii) A casual employee becomes a regular employee by working a total of one hundred and eighty (180) regular days or fourteen hundred and forty (1440) hours within any twelve (12) consecutive months.
- (iii) The use of the word "regular" shall not constitute a guarantee of year round employment.
- (iv) A newly hired regular employee must complete a probationary period of sixty (60) working regular days or four hundred and eighty (480) regular working hours within a period of six (6) consecutive months, and then he will be credited with regular seniority. During the regular probationary period, each employee shall be known as a probationary employee who may not grieve regarding discharge provided that at the request of the Union, a meeting will be held with the Union to discuss the discharge. Upon satisfactory completion of his probationary period, his seniority date will be his hire date.
- (b)(i) A casual employee is an employee who is not a regular employee.
- (ii) A casual employee must complete a probationary period of sixty (60) regular working days or four hundred and eighty (480) regular working hours within a period of six (6) consecutive months of which overtime is not included and then he will be credited with casual seniority. During the casual probationary



period, the employee may not grieve regarding discharge, provided that, at the request of the Union, a meeting will be held with the Union to discuss the discharge.

- (iii) In no case shall a casual employee exercise seniority against a regular employee, but if a vacancy for a regular employee is not filled by another regular employee, a casual employee who applies shall be considered before a new employee is hired.
- (c) Regular seniority is defined as an employee's length of continuous service with the Corporation since becoming a regular employee, including absences for sick leave, authorized leaves of absence, or as otherwise provided in this Agreement.
- (d) In recognition of the fact that casual employees frequently lose their casual seniority date as a result of lay-offs exceeding six (6) consecutive months, if the Corporation is going to re-call them they will be re-called based upon their original year of hire. Absence during probationary periods will not adversely affect the casuals beyond the original year of hire (i.e.) employee hired first in 1990 could drop to-last in 1990 by reason of absences, but would not drop to 1991. Casual employees absent due to a compensable injury shall be credited with seniority for those days they would have been scheduled to work. This clause does not supersede the Corporation's right to a probationary period of sixty (60) working days for casuals.

The Corporation agrees to meet annually with the Union prior to recall of casuals, to discuss the placement of senior casuals.

- (e) A casual employee who becomes a regular employee shall have seniority only from the date of **commencing** work as a regular employee, but if such an employee reverts to the status of casual employee, his original casual seniority date shall be restored. No additional probationary period shall be required on transfer from casual to regular status, but any unfilled portion of the probationary period must be completed satisfactorily.
- (f) The Corporation shall prepare two (2) seniority lists, one (1) for regular employees and one (1) for casual employees. These lists shall be brought up to date as at May 15th and October 15th of each year, and copies shall be posted and copies mailed to the Union. At any time during office hours, up-to-date seniority information shall be available to the Union Stewards on application to the Division Head.
- (g) Unless a complaint is lodged with the Corporation within thirty (30) days of notification in writing to an employee of his seniority date, the date established shall be deemed correct and reliable.

10.02

- (a) It is understood that all the following seniority rights are designed to give to each employee according to his seniority with the Corporation an equitable measure of job choice and job security consistent with the efficient operation of the business.
- (b) Seniority shall not operate to provide job preference within a classification, but shall operate to permit an employee to remain within his department.

10.03 - An employee who is transferred from Local 157, CUPE to Local 150, CUPE shall be subject to a trial period, but on successful completion of the trial period shall be given credit for the employee's full seniority.

10.04 - Seniority rights shall cease and employment shall terminate for any of the following reasons:

- (1) if the employee quits;
- (2) for an employee with three (3) years or more seniority after twenty-four (24) consecutive months of layoff; for an employee with less than three (3) years' seniority after twelve (12) consecutive months of layoff; or for a casual employee, after the expiration of six (6) months following the date of layoff;
- (3) if the employee is discharged and the discharge is not reversed through the grievance procedure;
- (4) if an employee has been absent for five (5) consecutive working days without having been granted a leave of absence in accordance with Section 11.01, unless a satisfactory reason is given;
- (5) if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to his last known address on the Corporation records to report for work, and does not give a satisfactory reason;
- (6) if an employee overstays a leave of absence granted by the Corporation in writing, and does not secure an extension of such leave, unless a satisfactory reason is given;
- (7) at the end of the month in which the employee's sixty-fifth (65th) birthday occurs, unless otherwise provided prior to the time of this Agreement; or at such earlier retirement date as may be arranged under the Corporation's retirement plan;
- (8) on receipt of severance allowance under Section 25.01.

- (9) Employees hired after April 3, 1985 who are off on a non-compensable disability or illness and who are not eligible for LTD, will have their seniority rights cease at the end of one (1) year from the first day of absence.

10.05 - The parties, recognizing

- (1) the right of the public to be served by persons of high competence, and
- (2) the right of the employees to fair and just consideration for vacancies in the light of their length of service and their qualifications

therefore agree that -

In promotions, demotions, transfers, layoff, and recalls, the following factors shall be considered:

- (a) length of continuous service;
- (b) knowledge, efficiency and ability to do the work of the job;
- (c) physical fitness;

and when factors (b) and (c) are relatively equal in the judgment of the Corporation, which shall not be exercised in an arbitrary or discriminatory manner, factor (a) shall govern.

In the event that the senior candidate is not the Corporation's choice, the Corporation shall give prior notice and opportunity of consultation to the Union; but the process shall not be delayed more than five (5) days thereby.

10.06 - Employees shall work on jobs assigned to them by the Corporation from time to time provided that the right to make transfers shall, subject to Section 10.05, be dealt with in the following manner:

- (a) Vacancies which the Corporation intends to fill shall be posted on bulletin boards for a period of four (4) days. If no suitable candidate applies, the job may be filled by the Corporation from among other employees or by new hirings. A copy of this job posting shall be forwarded to the Secretary of the Union.
- (b) The posting shall show the classification vacant, its expected location, the requirements of the job, and the wages for it; however, this shall not be construed as restricting the Corporation's right to transfer employees as otherwise provided. The employee shall have 10 days from the time he starts the new job to request a reversal of his decision to accept the posting. If he exercises this option he will revert to his former

classification and rate within 10 days of his request. The Corporation will not re-post this job but will give consideration to the unsuccessful candidates on the original posting. An employee may exercise this option once in any 12 month period.

- (c) A regular employee may apply in writing for a posted job to the Director of Personnel setting out in detail his qualifications for the job. A regular employee who anticipates that a job will be posted during his vacation may make application and be eligible for consideration provided that the processing of the applications will not be delayed more than two (2) weeks thereby. It shall be the applicant's responsibility to ensure that the application is in the Personnel Office by the closing time posted. Upon the filling of a posted job, the Corporation shall post the name and the seniority status of the successful applicant. Any regular employee applying for a vacancy filled by a person with less seniority may request and shall be granted an interview from the department head or his designate at which time he will be given reasons why he did not get the job. Any such request shall be made to the head of the department having the vacancy within three (3) days of the notice of filling the vacancy and the department head or his designate shall respond in five (5) days of receiving the request.

Casual employees to have the same consideration as regular full-time employees after all full-time employees have been considered for vacancies.

As soon as all applicants are known to the Corporation, the Corporation will give the Secretary of the Union a list of all the applicants for the posted job.

- (d) The Corporation shall be free to fill a vacancy immediately if it sees fit, subject to the remaining provisions of this Section 10.06, and no grievance may be filed under this Section 10.06 until the time for an answer under Section 10.06 (c). The grievance procedure shall start at Step III, by the filing of the grievance with the head of the department having the vacancy.
- (e) In this Section 10.06, vacancies shall mean those of a long-term nature such as arise through quits, new jobs, extended illnesses, and Long Term Disability etc., excluding those filled by the seasonal transfer of current employees, and shall include subsequent vacancies resulting from the filling of the original vacancy; but job posting shall cease with the posting of a Labourer vacancy. However:
- (1) a vacancy known to be of a specifically limited duration will be filled in a manner deemed best by the Corporation while giving due consideration to employees who have-indicated previously

their interest in the position;

- (2) a vacancy with a known or estimated duration of two (2) or more years will be posted as a permanent vacancy;
- (3) a vacancy with a known or estimated duration of three (3) months or more and is not estimated to exceed two (2) years, will be posted as a temporary vacancy.
- (4) employees who post to a temporary vacancy will return to their old classification when the temporary posting ceases to exist;
- (5) when an employee's job has been posted permanently and he returns to work he will be allowed to bump the person with the lowest seniority in his classification, if in the judgment of the Corporation he is able to perform all the duties of the job. Should the employee not be capable of performing all the duties of his job he will be placed according to Article 10.12;
- (6) employees who post to a temporary vacancy will not be allowed to return to their former classification until the temporary posting ceases to exist or until they have a successful posting to another job;
- (7) any person with seniority rights to recall, on layoff from the classification to be filled, shall be recalled before the vacancy is posted;
- (8) a revision of an existing classification resulting in its upgrading shall not require a job posting, subject to notice to and discussion with the Union.
- (f)(1) The Corporation shall give the Union notice in writing of a decision to postpone filling or not to fill, a vacancy within ten (10) days of the occurrence of the vacancy. If the vacancy has been posted, such notice shall be given not later than ten (10) days after the end of the posting period.
- (2) If postponement is due to inability to obtain a suitable employee from job posting, the Corporation will consider subsequent applications from employees who did not apply under job posting, but the provisions of job posting shall not apply to such applications.
- (3) If postponement is for a definite period of time, the job will be posted in the regular way when the vacancy is to be filled.
- (g) In this Section 10.06 "days" shall exclude Saturdays, Sundays and paid holidays.
- (h) An employee accepted for a posted job shall be subject to a trial period of sixty (60) days. If his performance is

unsatisfactory to the Corporation during this period, he shall revert to his former classification and rate.

10.07 - Subject to the provisions of 10.05, when layoffs are necessary

- (a) there shall be no exercise of seniority for layoffs of one (1) week or less;
- (b) thereafter employees shall be laid off in the following order, on a Unit-wide basis:
  - (1) probationary casual employees;
  - (2) casual employees on the seniority list;
  - (3) probationary regular employees;
  - (4) regular employees on the seniority list.
- (c) employees shall be recalled after lay-off in the reverse order to that in which they were laid off, provided that any regular employee with seniority on layoff shall be recalled for any vacancy for which he is qualified before a casual employee is recalled or hired, and similarly any casual employee with seniority on lay-off shall be recalled to any vacancy to which he is qualified before any students are hired.
- (d) the Corporation will give seven (7) calendar days' notice to a regular employee, and fourteen (14) calendar days' notice to an employee with ten (10) or more years' seniority, of a layoff which exceeds seven (7) calendar days. Such notice of layoff
  - (1) shall not be necessary when an employee has been recalled after layoff for a period of less than seven (7) calendar days or
  - (2) shall apply on an extended basis, up to thirty (30) calendar days, when it is intended to apply to the end of a project or its discontinuance due to the weather.

10.08 -

- (a) When a reduction in workload creates a surplus of employees in a classification, the employee with the least seniority will be displaced from the classification, subject to Section 10.05. If he has previously performed satisfactorily with the Corporation the duties of another classification, he shall be given the opportunity, if he so chooses, in accordance with Section 10.05, of displacing a junior employee in that classification if the surplus is to be an indefinitely continuing circumstance; or he shall be transferred by the Corporation with his regular rate being continued for a maximum period of four (4) months if the circumstance is temporary. If he has not such prior experience,

or if he has chosen not to bump into his prior classification, he may claim the job of an employee with less seniority in accordance with the provisions of Section 10.05.

- (b) The Corporation shall not fill any position from which employees have been displaced or laid off until such persons with seniority who have been laid off, or such employees who have been displaced within the previous twelve (12) months, have been recalled to their former classification in accordance with their seniority.

10.09 - In the event of a layoff, the President of the Union, the Recording Secretary, the Secretary-Treasurer, the Chief Steward and Stewards if they are on a list in Section 10.03 as regular employees, shall be retained in employment by the Corporation so long as work is available which they are qualified and willing to perform, notwithstanding their position on the seniority list.

10.10 - A regular employee promoted to a position outside the Bargaining Unit shall accumulate seniority during the period he is outside the Bargaining Unit. Such an employee, on his return to the Bargaining Unit, shall, subject to Section 10.05, exercise his accumulated seniority

- (a) in the classification in which he was at the time he left the Bargaining Unit, if he returns within six (6) months;
- (b) in the labourer classification if he returns after more than six (6) months.

10.11 - The Corporation will notify the Chief Steward and the Recording Secretary monthly of all hirings, transfers, layoffs, recalls, and terminations in the Bargaining Unit.

10.12 - Any regular employee who is no longer capable of performing his/her full regular duties by reason of disability and whose disability is not of sufficient severity to qualify for a disability pension under the Corporation's pension plan, may be placed in a suitable position in the Bargaining Unit if such position is available, by the Corporation, without regard to the posting provisions of this Article; and shall be paid the prevailing rate for the job. The circumstances of each of these cases shall be reviewed annually by the Corporation and the Union Committee.

#### ARTICLE 11 - LEAVE OF ABSENCE

11.01(a) - The Corporation will grant regular employees leave of absence without pay and without loss of seniority, provided such leaves are for good and sufficient reason and can be granted consistent with the requirements of the Corporation. Requests shall be in writing and shall be submitted in advance of the commencement of the leave, unless the circumstances make it impossible to do so. Replies shall be in writing, and shall include the reason if the request cannot be granted. Benefits will continue for the first ninety (90) days of the leave and if the leave exceeds

ninety (90) days, the employee will have the option to continue his coverage by paying the benefits himself.

11.01(b) Casual employees may be granted leave without pay, but will not be allowed to accumulate seniority during the leave.

11.02 - Employees elected by the Union to attend conventions and conferences of the Union shall, where reasonably possible, be granted leave of absence without pay for the same provided the Corporation is given reasonable notice. No more than three (3) employees may be absent at any one time and such leaves without pay shall not total more than forty (40) working days in the year excluding travelling time. An employee shall receive the pay and benefits provided for in this Agreement when on approved unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.

11.03 - Upon receipt of reasonable notice, the Corporation shall grant leave of absence without pay or benefits and without loss of seniority to one (1) only employee who is elected or selected for a full-time position with the Canadian Union of Public Employees, the Ontario Federation of Labour, or the Canadian Labour Congress, for a period of not more than one (1) term, which shall not be greater than two (2) years. Such leave may be renewed on request at the discretion of the Corporation. The employee shall be entitled to return to his former position at the expiration of the period, or to another position in accordance with his ability and seniority if his former position is not available.

11.04 - Leave of absence for extended vacations may be combined with an employee's regular vacation, provided six (6) months notice is given, except when extenuating circumstances make such notice impossible, and provided that such leave is consistent with the operating requirements of the Corporation. The Corporation's reply will normally be given within two (2) weeks of submission of the request.

11.05 - Pregnancy and Parental leave shall be provided to a regular employee in accordance with the Ontario Employment Standards Act. An employee who establishes by medical certificate her inability to return at the end of the normal leave of absence may have her leave extended for a period of up to two (2) months, in which case any temporary replacement may be retained for a like period. Any complaints as to the application of the Act may be dealt with under the provision of Article 7 - Grievance Procedure.

## ARTICLE 12 - WAGES

12.01 - During the term of this Agreement, wage rates and classification shall be in accordance with Schedule "A" which is attached to and forms part of this Agreement.

12.02 - In recognition of the responsibility assumed while temporarily acting as a temporary supervisor in lieu of a foreman at the direction of the Department Head, an employee shall receive the minimum rate for the classification of foreman he replaces, provided that it shall not be less than



8% above the employee's basic rate.

ARTICLE 13 - HOURS OF WORK

13.01 -

- (a) This section will apply only to those employees working a ten (10) hour shift in the arena during the Winter Arena Season.
- (b) The standard hours of work in the arenas shall consist of four (4) ten (10) hour shifts per week. A week will be comprised of seven (7) consecutive calendar days, beginning at the start of the individual's shift. Each day shall be identified in the ordinary calendar sense, commencing and ending with midnight, except where the shift extends into the next calendar day and is identified with the day in which it commences.
- (c) There will be three (3) shifts which will start and stop on the following times:
  - 5:30 a.m. to 3:30 p.m.
  - 3:30 p.m. to 1:30 a.m.
  - 7:30 a.m. to 5:30 p.m.
- (d) An employee shall receive premium overtime; of time and one half (1-1/2) times his wage for all hours worked (i) in excess of ten (10) hours on any given day; and (ii) in excess of forty (40) hours in any given week. Double time will be paid for all hours worked in excess of fifty (50) hours in any given week.
- (e) Overtime and shift premiums will not be pyramided.
- (f) An employee who is designated to start work before 6:00 a.m. will receive seventy-five cents (\$.75) premium for each hour worked before 6:00 a.m. and an employee designated to start work after 10:00 a.m. but before 6:00 p.m. will receive a thirty five cents (\$.35) premium for each hour worked in that shift, in 1990; \$.40 for each hour worked on a shift starting on or after 10:00 a.m., but before 6:00 p.m. in 1991; \$.40 for each hour worked on a shift starting on or after 6:00 p.m.; but before 4:00 a.m. in 1990, \$.45 for each hour worked on a shift starting on or after 6:00 p.m., but before 4:00 a.m. in 1991.
- (g) When an employee is scheduled to work and does work on one of the statutory holidays outlined in Article 16.01 (a)(ii) of the Collective Agreement, he shall receive in addition to ten (10) hours holiday pay, time and one half (1-1/2) his wage rate for all hours worked on the paid holiday.
- (h) When the employee is not scheduled to work and does not work on one of the statutory holidays, he shall receive a day declared in lieu at the discretion of the Corporation.

- (i) When there is mutual agreement, the employee may take a lieu day during the winter arena season and it will be a ten (10) hour lieu day and when there is mutual agreement the employee may take a lieu day after the arena season and it will be an eight (8) hour lieu day.
- (j) When the employee is scheduled to work on a statutory holiday and does not work because the arena is closed and no work is available, the employee shall receive the equivalent of his regular days pay.
- (k) Double time will not be paid for statutory holidays observed on Sundays.
- (l) On December 24th, arrangements will be made by altering the starting time of the shifts to ensure that each employee scheduled to work that day works a full ten (10) hour shift.
- (m) Vacation shall be calculated in hours, not days. A week's vacation of forty (40) hours will be four (4) days of ten (10) hours if taken during the arena season.

13.02 - The standard hours of work shall be eight (8) hours per day, five (5) consecutive days, or forty (40) hours per week, unless otherwise specified.

13.03 - Starting and stopping times shall be in accordance with Schedule "B" which is attached to and forms part of this Agreement and may be changed by the Corporation as described in Section 13.04(a).

13.04 -

- (a) The Corporation does not guarantee the above standard or other hours of work but, before any change is made in the stopping and starting times or new or different shifts are established, there will be prior notice to and discussion with the Union.
- (b) Where a new shift other than a day shift is established under Section 13.04 (a) and the work is the same on the new shift as on the day shift, the employees involved shall rotate between the shifts unless the Union informs the Corporation that the employees involved do not wish to rotate.

13.05 - There shall be notice of at least one (1) week prior to changing the start and stop time of any one shift for any group or classification of employees.

13.06 - When an employee is reassigned from an existing shift to another existing shift, he will be given a minimum of twenty-four (24) hours notice.

ARTICLE 14 - OVERTIME

14.01 - An employee shall receive premium overtime of

- (a) time and one-half (1 1/2) his wage rate for all hours worked
  - (i) in excess of scheduled daily hours; and
  - (ii) on Saturday if he is not scheduled to work on Saturday;
  - (iii) on the first and third days of scheduled days off, except in the Arenas on start-up of winter operations when such days are worked as a result of a change in shift schedule.
- (b) double his regular wage rate for all hours worked
  - (i) on Sunday, if Sunday is not part of his scheduled work week; and for all hours worked on Sunday on jobs other than those for which he is scheduled;
  - (ii) after sixteen (16) consecutive hours; or after sixteen (16) hours in a period of twenty-four (24) hours commencing with the starting time of the employee's regular shift;
  - (iii) after eight (8) hours worked on Saturday, if he is not scheduled to work on Saturday;
  - (iv) on the second day of scheduled days off, except in the Arenas on start-up of winter operations when such days are worked as a result of a change in shift schedule.
- (c) Each day shall be identified in the ordinary calendar sense, commencing and ending with midnight, except where a shift, Monday to Friday, extends into the next calendar day and is identified with the day in which it commences.
- (d) Unless otherwise provided, a week shall comprise seven (7) consecutive calendar days, beginning at 2400-hours on Saturday. The vacation week shall comprise seven (7) consecutive calendar days, commencing at the end of the employee's last scheduled shift preceding the vacation.
- (e) An employee *Off* work on vacation, Workers' Compensation Benefits, Short-term Disability and Compassionate Leave shall not be deemed available for overtime after his last normal (regular) shift of work and not before his normal starting time on the day he returns to work.
- (f) Employees required to work in excess of two (2) hours of overtime after completion of their regularly scheduled hours of work shall be provided with a meal allowance of six dollars (\$6.00).

14.02 - Overtime premium and shift premium shall not be pyramided.

14.03 - Opportunity for overtime for winter control shall be distributed by the Corporation on the basis of lists made up according to classification and in order of seniority. The various classifications will be called in rotation. Lists will contain only names of those qualified to do the job.

(a) (i) For work in the Engineering Department, calls will be made in the following order:

(1) HEMEW

- (a) regular operators
- (b) backup operators from the Engineering Dept.

(2) Truck Drivers

- (a) regular drivers
- (b) backup drivers from the Engineering Dept.
- (c) backup drivers from other Departments

(3) Wing Plow Operators

- (a) regular roads labourers
- (b) backup wingplow operators from the Engineering Dept.

(4) Patrolmen

- (a) regular patrolmen
- (b) backup patrolmen from the Engineering Dept.

(ii) In the Parks Division:

(a) employees classified as Parks Operator I shall be called for winter control work in order of their seniority; and

(b) employees not classified as Parks Operator I shall be called for winter control in order of their seniority, regardless of classification.

(c) labourers shall be called for winter control work in order of their seniority.

(b) Except as set forth in Section 14.03 (a), overtime for activities other than winter control, shall be distributed within each department, insofar as is practical, with the first opportunity to the employees who normally perform the work (subject to Section 2.03) on the basis of lists posted at each major location, listing by classification, employees working at or from that location. The last man called shall be marked. Lists are to be kept up daily.

- (i) First backup in any classification shall be called in rotation on the basis of a list made up by seniority of employees within that section.
- (ii) Second backup in any classification shall be called in rotation on the basis of a list made up by seniority of employees from the other sections.
- (c) An employee who is called, and who does not work the assignment, shall not share in the benefits of Section 14.03, to the extent of the assignments not worked.
- (d) In emergencies, every reasonable effort shall be made to call in all of the available qualified employees of the affected department before contractors are called in.

14.04 - Employees will not be required to suspend work during regular working hours in order to circumvent the payment of overtime rates, nor to work split shifts as a result of emergencies.

14.05 - An employee shall not be asked to work more than sixteen (16) consecutive hours except in the case of an emergency.

14.06 - Commencing with the first pay period following the signing of this Agreement, and at the option of the employee registered in writing and subject to renewal effective the first pay period of each year, the employee must deposit all overtime pay earned in his overtime bank, but at no time shall the total time (based on overtime pay) in the overtime bank exceed twenty-four (24) hours.

Employee will not be allowed to bank time after the 31st of August of each year, and once the employee elects not to deposit his overtime pay in the overtime bank he ceases to have the right to bank any further overtime. All overtime earned above the twenty-four (24) hour ceiling will be paid as per Article 14. Contributors may withdraw time from the bank subject to operational requirements as determined by the Corporation as time off for personal business and each hour of banked time used will be paid out at the employee's rate of pay at the time the pay was banked. Any credits unclaimed at the end of the calendar year shall also be paid to the employee at the rate of pay at the time the pay was banked.

14.07 - An employee who is entitled to overtime and who misses out on this overtime because of an error in the call out (not through any fault of his own) which results in someone else working the overtime will be paid as if he had worked the same hours as the employee who did receive the overtime.

## ARTICLE 15 - VACATIONS

### 15.01 -

- (a) The vacation year runs from January 1st to December 31st.

- (b) Vacation entitlement in days is based on the number of years of service on June 30th of the vacation year.
- (c) A regular employee shall receive a vacation and vacation pay on the following basis:

Years of Service by June 30th	Vacation	Vacation pay as a % of Earnings in the year ending June 30th
up to 1 year	1 day per month  up to maximum of 10	4%
1 yr. but less than 3 yrs.	2 weeks-	4%
3 yrs. but less than 10 yrs.	3 weeks	6%
10 yrs. but less than 17 yrs.	4 weeks	8%
17 yrs. but less than 28 yrs.	5 weeks	10%
28 yrs. or more	6 weeks	12%

For vacation taken prior to June 30th, subject to the employee having earned sufficient vacation pay, an interim payment equivalent to one week's regular pay for each week of vacation taken shall be made, any adjustments owing shall be made following June 30th..

A casual employee shall receive vacation and vacation pay in accordance with The Employment Standards Act.

A Vacation may not be taken and vacation pay may not be paid during paid sick leave (S.T.D. or L.T.D) or while collecting Workers' Compensation benefits.

15.02 - In calculations under Section 15.01, "earnings" shall

- (a)(1) for an employee who has been absent under Workers' Compensation as a result of an accident incurred as an employee of the Corporation; and
- (2) for an employee who is on authorized but unpaid sick leave, include an amount equal to his average weekly earnings during the balance of the year, for each complete week of absence so caused, subject to a maximum of thirteen (13) weeks in any twelve (12) month period.

- (b) An employee who as a result of the calculation applied in 15.02 (a) (1) & (2) would not receive pay for his vacation period will be given the option of either taking the vacation without pay or forfeiting the vacation time and returning to work. If the employee receives partial pay for the vacation day, he will take the complete day off.
- (c) Employees who do not work and are not paid during the qualifying period of July 1st to June 30th in any given year will not receive any vacation pay or vacation for that period.

In no case shall the vacation pay payable to an employee due to this Section 15.02 exceed the amount payable under Section 15.01.

15.03 - The following procedure shall be followed, subject to the provisions of The Employment Standards Act, as appended.

- (a) By March 1st, the employer shall post lists on which the employees shall indicate by March 31st the vacation period they wish. The employer shall set the vacation periods, taking into account the wishes of the employees on the basis of seniority, and shall post the vacation schedule by April 15th; neither the employer nor the employees shall alter the vacation periods except in an emergency.
- (b) An employee entitled to up to two (2) weeks' vacation shall subject to subsection (a) above, be entitled to take the vacation at one (1) time during the period from May 1st to October 31st; but in any case the employee shall be given such vacation not later than ten (10) months after the end of the year for which the vacation was given. This shall not prevent an employee from receiving a three (3) week or four (4) week vacation at one time if it can be arranged by the department concerned.
- (c) An employee may, on the vacation list referred to above, request deferment of his current year's vacation entitlement in excess of two (2) weeks to the following calendar year. The deferred vacation time may be taken consecutively with his regular vacation or may be taken at any time subject to subsection (a) above in the calendar year following the year in which the vacation was given.
- (d) Employees shall take their full vacation entitlement in a maximum period of two (2) years and will have the vacation scheduled at the end of the second year by the Corporation if such vacation is not scheduled by the employee.
- (e) The vacation week shall comprise seven (7) consecutive calendar days, commencing at the end of the employee's last scheduled shift preceding the vacation.

- (f) No vacation shut-down will be scheduled without prior consultation with the Union.

15.04 - An employee shall receive his vacation pay prior to the start of his vacation period unless the Corporation finds it impractical to do so.

15.05 -

- (a) An employee whose employment is terminated during the year shall be entitled to receive vacation pay at the same percentage of his earnings as if he had completed the year, unless he has quit without giving seven (7) days' prior notice of termination, when he will be paid in accordance with The Employment Standards Act.
- (b) In the year of retirement, and in the event of the death of an employee, the full vacation entitlement for the year shall be granted, the payment for a deceased employee being made to the employee's designated beneficiary or to the employee's estate.
- (c) In the event of the death of an employee, the employee's surviving dependent family will continue to receive coverage at no cost to the insurance program outlined in Article 22.01 for Items 1, 2, 4 and 5 for up to one (1) year subsequent to the death of the employee.

15.06 - An employee incapacitated by illness or injury while on vacation shall, on the production of evidence satisfactory to the Corporation, have his lost vacation time reinstated and the time charged against his sick leave credits. An employee who is required to appear for Jury Duty or is requested by the Corporation to appear as a witness in a Court proceeding or is subpoenaed during his vacation period, shall have his lost vacation time reinstated.

#### ARTICLE 16 - PAID HOLIDAYS

16.01 -

- (a) Each employee shall be entitled to a holiday with pay on each of the following days, or a day declared in lieu thereof, or shall receive the equivalent of his regular day's pay therefor, at the discretion of the Corporation, provided
- (i) he works his scheduled working days next preceding and next following the holiday, unless excused in writing by his Division Head or is otherwise entitled to be paid for such preceding or following days, or would be, except for the application of Section 23.02, and
- (ii) he has worked in the week in which the holiday is observed.

Christmas Day  
New Year's Day

Boxing Day  
Good Friday



Victoria Day  
Civic Holiday  
Thanksgiving Day

Canada Day  
Labour Day

Each employee shall be entitled to a paid holiday either on the working day immediately preceding Christmas Day or on the working day immediately preceding New Year's Day, but not both. This holiday will be scheduled by the superintendent or equivalent supervisor to provide that operations are adequately staffed.

A floater holiday shall be provided for Remembrance Day beginning in the year 1993 and for Easter Monday beginning in the year 1994.

Should the Corporation decide to grant a day's pay in lieu of a holiday, it will give prior notice and opportunity of discussion to the Union.

Heritage Day shall be included as a paid holiday in the year in which it is first observed officially. Until such time as Heritage Day is so observed, a floater holiday shall be granted in lieu.

16.02 - An employee who is scheduled to work on the day of observance of one (1) of the paid holidays;

(a) and who works on such paid holiday, shall receive in addition to the pay provided in Section 16.01

(i) time and one-half (1 1/2) his wage rate for all hours worked on the paid holiday, unless

(ii) the paid holiday is observed on a Sunday, in which case he shall receive double time his wage rate for all hours worked on the paid holiday.

(b) and who does not work on such paid holiday, shall not receive the pay provided in Section 16.01 unless excused in writing by the Division Head.

(c) An employee who is not scheduled to work but who is called in to work on the day of observance of a paid holiday shall be paid at two (2) times his wage rate for all such hours worked.

Consideration will be given to a day off with pay in lieu, consecutive with normal days off; and such day shall not be later than the employee's next annual vacation, and such lieu day substituted shall be the paid holiday for that employee.

16.03 - If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay at a time subject

to suitable arrangements being made.

#### ARTICLE 17 - COMPASSIONATE LEAVE

17.01 - An employee will be granted

- (a) up to five (5) consecutive days' leave of absence with pay on the death of a spouse or dependent child; and
- (b) up to three (3) consecutive days' leave of absence with pay to attend the funeral of other immediate relatives, which shall include
  - (i) the employee's father, mother, sister, brother, mother-in-law, father-in-law, non-dependent son or non-dependent daughter.
  - (ii) a person who is
    - (a) a blood relative of the employee or the employee's spouse, and
    - (b) normally resident in the employee's household;
- (c) one (1) day's leave of absence with pay to attend the funeral of a sister-in-law, brother-in-law, grandparent, grandchild, aunt or uncle.
- (d) one (1) day's leave of absence with pay to attend the funeral as a pall bearer.
- (e) in recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, upon an employee's request, the Department Head, on consultation with the Director of Personnel, may grant additional paid bereavement leave.
- (f) casual employees will be granted leave of absence in accordance with the above and seniority shall be accumulated during such leave as though it was time worked.
- (g) If death occurs in an employee's immediate family as described in 17.01 (a) and (b) while the employee is on vacation, he/she shall be granted the appropriate compassionate leave, and have his/her lost vacation time reinstated.

17.02 - An employee shall not be entitled to the benefits of Section 17.01 when he does not attend the funeral of the immediate relative or fails upon request to furnish the Corporation with reasonable proof of death and of his attendance at the funeral.

17.03 - An eligible employee unable by reason of time and/or distance to attend the funeral as above shall be allowed one (1) day's leave of absence with pay in lieu.

#### ARTICLE 18 - SHIFT PREMIUMS

18.01 - Employees working a shift other than a standard day shift shall receive a premium of

- (a) **\$.35** for each hour worked on a shift starting on or after 10:00 a.m., but before 6:00 p.m. in 1990; **\$.40** for each hour worked on a shift starting on or after 10:00 a.m., but before 6:00 p.m. in 1991.
- (b) **\$.40** for each hour worked on a shift starting on or after 6:00 p.m., but before 4:00 a.m. in 1990; **\$.45** for each hour worked on a shift starting on or after 6:00 p.m., but before 4:00 a.m. in 1991.
- (c) **\$.75** for each hour of a day shift worked before 6:00 a.m.

18.02 - An employee whose regular work schedule requires him to work on six (6) or seven (7) consecutive days shall receive a premium of fifty-five (5.55) cents per hour for all hours worked on the sixth (6th) or seventh (7th) day. Employees involved in Arena winter start-up operations who are required to work six (6), seven (7), eight (8), nine (9), or ten (10) consecutive days shall be paid the foregoing premium for all such hours worked.

#### ARTICLE 19 - TRANSFERS (TEMPORARY)

19.01 - An employee who is transferred from his classification

- (1) if the rate of his new classification is higher than that of his classification, shall receive the rate for the new classification after working in it for one (1) hour;
- (2) **if** the rate of his new classification is lower than that of his classification, shall receive
  - (a) the rate of his old classification
    - (i) if the transfer is made by the Corporation when work is available for him in his classification;
    - (ii) at the end of a seasonal operation which operates more than six (6) months in twelve (12);
    - (iii) if the transfer is for reasons other than those in subsection 4 and 2, for a period of one (1) week; and after such one (1) week, the rate of his new classification.
  - (b) the rate of his new classification after working in it one (1)

hour, if the transfer is made at the request of the employee.

#### ARTICLE 20 - CALL-IN PAY

20.01 - An employee who is called in for work outside his standard hours other than for scheduled overtime work, shall be paid either

- (a) a minimum of four (4) hours at straight time; or
- (b) at his applicable overtime rate for the time worked on the call-in whichever is the greater.

20.02 - An employee who fails to report for call-in duty at the time specified, or within one (1) hour of being called, whichever is the later, shall not be eligible for the benefits of Section 20.01 except under conditions acceptable to the Division Head.

#### ARTICLE 21 - PAY ON DAY OF INJURY

21.01 - An employee who is injured while in the course of his employment at work is unable to continue to work because of such injury, shall be paid at his straight time rate for the balance of his shift.

21.02 - An employee who has received payment under Section 21.01 shall receive pay for regularly scheduled time necessarily spent at the doctor's office for further medical treatment of the injury during working hours subsequent to the day of the accident. Prior approval of the Division Head must be obtained.

21.03 - In the event that an employee who has been injured while on duty for the Corporation is unable to perform his normal duties on his return to work, he shall be given fair consideration for any work which is available which he can perform to the satisfaction of the Corporation, and his rate of pay shall be the rate for that classification.

21.04 - An employee absent by reason of incapacity caused by an accident occurring while on duty who is granted temporary disability benefits from The Workers' Compensation Board shall be entitled to receive the difference between his standard daily wage and the amount of such award, to the extent of his cumulative sick leave credits, which shall be charged on a basis of one-quarter (1/4) day for each such day. An employee may elect to be excluded from this benefit by signing a waiver to be filed with the Personnel Department.

ARTICLE 22 - EMPLOYEE INSURANCE PROGRAMME

22.01 - The Employee Insurance Programme shall consist of

Item 1 - Employer Health Tax or its successor;

Item 2 - Blue Cross Semi-Private Hospital Supplement, or equivalent;

Item 3 - Subject to the requirements of the insurer that the employee must be actively at work on the effective date, group life insurance and accidental death and dismemberment insurance, each in an amount equal to two (2) times the basic annual wages to the next higher \$500.00, adjusted effective on the first day of January following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement, or coincidental with any general rate adjustments provided for in the terms of the Agreement; and a paid-up policy on normal retirement in the amount of \$4,000.00;

Item 4 - Blue Cross Plan for Hospital Care Extended Health Benefits Plan (\$10/\$20 deductible in 1993 and \$25/\$50 deductible effective January 1st, 1994), or equivalent, with rider providing \$200.00 per person every two years for eyeglasses in 1991; \$175 per person every 2 years in 1990 for eyeglasses and \$300.00 for hearing aids per year; chiropractic coverage of \$150.00 for each person in each year, after the coverage under the Provincial Health Plan is exhausted.

Item 5 - The Blue Cross 9 Dental Care Plan, or equivalent, on the ODA 1991 schedule of fees on ratification of this Agreement in 1993, and the ODA 1993 schedule of fees in 1994;

The Corporation will provide a benefit which will cover Dentures, Orthodontic Services, crowning and capping. This benefit will be 50/50 co-insured to a maximum of \$2,000 lifetime per eligible person, meaning a maximum claim of \$4,000 per insured.

Item 6 - Long-Term Disability Insurance for employees eligible under Article 23 and the terms of the insurance with a two (2) year "return-to-own occupation" clause.

22.02 - Participation *for* eligible employees shall be on the following basis:

Item 1 - in accordance with Employer Health Tax or its successor;

Items - 2, 3, 4 and 5 - Optional;

Item 6 - Mandatory.

**22.03** - Employees shall be eligible for enrolment

- (a) for Items 1 and 2 on employment;
- (b) for Items **3, 4, 5** and **6** on attaining seniority, if a regular employee.

**22.04** - The Corporation shall pay, for each participating employee who has attained seniority as a regular employee, all of the cost of all of the items, and for each participating employee who has attained seniority as a casual employee, all of the cost of Items **1** and **3**. Items **2** and **4** are to be made available on an optional basis at the employee's cost and Item **5**, without the Dentures, Orthodontal Caps and Crown Rider to be made available at the Employer's cost, except that an employee;

- (a) (i) - on disability benefits under The Workers' Compensation Act, for a period not in excess of eighteen (**18**) months, or  
(ii) - on authorized leave of absence.
- (b) an employee laid off or terminated shall cease to qualify for the above benefits at the end of the calendar month in which he is laid off or terminated; however, where a layoff is of a temporary nature, the person laid off may continue under the Programme by paying the total cost to the Corporation by the fifteenth (15th) day of each month.

**22.05** - The employee is responsible for promptly informing the Corporation of any change in the employee's eligibility or that of his dependents for coverage under the insurance plans, and any excess premiums paid on behalf of the employee shall be recoverable from the employee in the event of his neglect to so inform the Corporation.

**22.06** - In consideration of benefits granted under this Agreement, the Union relinquishes the right of the employees to their share of the reduction in premium for Unemployment Insurance.

**22.07** - The Corporation may at any time substitute another carrier for any of the benefits in Article **22**, provided that the benefits conferred thereby are equivalent to existing benefits, and there is no increase in the premium cost to an employee. Such substitution will not occur in less than sixty (60) days' written notice to the Union. When such notice is provided, the Corporation will meet with the Union to discuss the changes.

ARTICLE 23 - SICK LEAVE PLAN

23.01 - Short Term Disability

- (a) Each regular employee will be paid his full pay during the first three (3) weeks of absence due to illness or accident. Employees will be paid for an additional week and one half for each year of service to a maximum of seventeen (17) weeks at one hundred per cent (100%) of their regular pay. Employees absent in excess of the period for which they are entitled to receive one hundred per cent (100%) of their regular pay will receive seventy-five per cent (75%) for that period until seventeen (17) weeks are completed, and deductions for C.P.P., U.I.C. and OMERS will continue during this seventeen (17) week "Short-Term" disability period.
- (b) During the "Short-Term" period of disability, periods of disability separated by less than two (2) weeks of active employment will be considered the same period of disability unless disability is due to unrelated causes. During the "Short-Term" disability period, the employee's benefit plans will be continued.
- (c) Short-term disability will be paid out at the employee's standard daily wage.
- (d) There will be no deduction in pay for the first hour for an employee to attend a medical or dental appointment.

23.02 - A regular employee who has satisfactorily completed his probationary period, who gives proof satisfactory to the Corporation of disabling illness or non-compensable accident, shall be paid in accordance with Section 23.01 and 23.03. Payments shall not be made for more than five (5) one-day absences in a calendar year, except for a proven chronic condition.

23.03 - Long-Term Disability

- (a) Continued disability beyond seventeen (17) weeks will be deemed to be long-term disability. Pay will continue to be maintained at seventy-five per cent (75%), either through the Long-Term Disability Insurance Plan or by the Corporation.

Payments for weeks seventeen (17) to twenty-six (26) inclusive, will be the responsibility of the Corporation, while payments for weeks twenty-seven (27) and on will be the sole responsibility of the Disability Insurance Plan; and individuals must meet the qualifying conditions of the plan.

On commencement of long-term disability, C.P.P. and U.I.C. deductions will be suspended and the employee will apply for C.P.P. long-term disability benefits. Similarly, the employee will file for disability claim under OMERS, either for waiver of premium or disability pension benefits. Any long-term disability benefits will be reduced by disability benefit payments received under C.P.P., OMERS, or from Workers' Compensation, so that total benefits do not exceed seventy-five per cent (75%) of regular pay.

During the long-term disability period, insurance plans as outlined in Section 22.01, will be continued on behalf of the employee by the Corporation. Long-term disability income benefits will not extend beyond age sixty-five (65).

- (b) Long-Term Disability Insurance Plan, when in effect, will provide seventy-five per cent (75%) of income, based on own occupation for a minimum period of two (2) years.
- (c) Employees off on L.T.D. for thirty (30) months or greater will have their seniority date frozen at the end of the thirty (30) months.
- (d) Long Term Disability will be paid out at the employee's standard daily wage.

23.04 - For purposes of this Article

- (a) "non-compensable accident" shall be deemed to mean
  - (1) - an accident suffered on the job for which compensation in lieu of wages is not received from The Workers' Compensation Board, including disallowance because of the Board's requirements for a minimum period of disability; and
  - (2) - an accident suffered other than while at work.
- (b) "standard daily wage" shall be the product of the employee's basic hourly rate in his normal classification multiplied by his standard number of daily hours.

Employees on temporary upgrades, who use the sick leave plan, will be paid the daily standard wage of the classification of the upgrade only after the employee has worked (10) ten or more consecutive days in that classification and will be eligible for the upgraded pay for a time equal to the number of days that he worked in the upgraded classification.



## 23.05 Gratuities

Sick leave gratuity will be frozen as of May 1st, 1984.

- (a) The Corporation will pay out present accumulation of sick days, based on one (1) day's pay for every two (2) days in the employee's bank as of May 1st, 1984. Payment would be made every six (6) months, starting October 1st, 1984, on the basis of sixty (60) hours' pay for every one hundred and twenty (120) hours in the sick bank. Employees with less than five (5) years' service would be eligible for cash-outs after completion of five (5) years' service. On death, termination of employment, or retirement prior to full cash-out, any sick day balance would be paid out under the terms of Article 23.06 (formerly 23.03).
- (b) Employees who wish to bring benefits up to one hundred per cent (100%) may do so by requesting the Corporation to deduct time from their frozen sick bank to top up the benefit to one hundred per cent (100%) which shall be charged on the basis of two (2) hours for each hour used.
- (c) Sick leave gratuity payout will be paid at the employee's standard daily wage at the time of payment.
- (d) The Corporation will pay out present accumulation of sick days, based on one (1) day's pay for every two (2) days in the employee's bank as of May 1st, 1984. Payment would be made every six (6) months, starting October 1st, 1984, on the basis of sixty (60) hours' pay for every one hundred and twenty (120) hours in the sick bank. Employees with less than five (5) years' service would be eligible for cash-outs after completion of five (5) years' service. On death, termination of employment or retirement prior to full cash-out, any sick day balance would be paid out under the terms of Article 23.06 (formerly 23.03).

23.06 - There shall be paid to

- (a) an employee who retires under the provisions of any pension or compulsory retirement by-law of the Corporation, or
- (b) the beneficiary, as determined by the Corporation, of an employee who dies while in the service of the Corporation, or
- (c) an employee on termination of employment who has at the date of termination five (5) or more years of service with the Corporation,

a sick leave gratuity amounting to one-half (1/2) of the sick leave standing to his credit at the rate of the employee's standard daily wage at the time of retirement or death, or termination, as applicable,

subject to a maximum of six (6) months' earnings.

23.07 - Whenever the Corporation requires an employee to produce a medical certificate, the Corporation will reimburse the employee any reasonable costs for such a certificate, provided a receipt from the physician accompanies such certificate.

#### ARTICLE 24 - PENSIONS

24.01 - The Corporation shall continue the pension plan under the Ontario Municipal Employees Retirement System, as amended from time to time.

24.02 - The Corporation agrees to pay until the age of sixty-five (65), the cost of Items 1, 2, 3, 4 and 5 contained in Article 22.01 for employees who retire using the OMERS 90 Factor. This undertaking shall be subject to the Corporation's authority under the laws of the Province of Ontario to make such an agreement.

24.03 - The Corporation agrees to obtain costing from OMERS for buy-back of previous service.

#### ARTICLE 25 - EMPLOYMENT

25.01 - Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that if the introduction of new equipment, the contracting out of services, the planned cessation of operations, or local government re-organization resulting from a decision of the Corporation makes it necessary to displace employees with more than one (1) year's seniority, no such employee shall be laid off or have his employment terminated, unless he cannot be employed satisfactorily either through the normal exercise of his seniority or after reasonable on-the-job training for a vacancy that arises in the unit during the period of notice. The period of notice under any of the foregoing circumstances shall be a minimum of six (6) months. Should termination occur under this Section, a severance allowance shall be paid in an amount which shall equal two (2) weeks' salary for each completed year of service to a maximum of twenty-six (26) weeks. Payment shall not be made more than once for the same years of service.

25.02 - Should the Corporation merge, amalgamate, or combine any of its operations or functions with another municipality, the Corporation will endeavour to arrange, where practical, for the retention of seniority rights, salary and wage levels for each employee of the Corporation who thus becomes an employee of such other municipality.

25.03 - Should a function be removed from the jurisdiction of the Corporation by a decision of another authority, the Corporation will use its best efforts to ensure an opportunity for the employees affected to transfer with the function; but should an affected employee elect to remain with the Corporation, the employee's rights shall be those provided for in the event of a reduction of staff.

25.04 - The Corporation shall post notice of any forthcoming training courses and experimental programs for which employees may be selected in order that interested employees shall be aware of the type, duration, location and required qualifications of the course and be able to make application therefor. Such notices shall be posted for a minimum of three (3) weeks. Selection of candidates for training shall be in accordance with Article 10.05.

25.05

- (a) Contracting out is defined as the carrying out of work by a firm or a private contractor, which work was formerly done by the Corporation itself, utilizing its own regular staff and work crews.
- (b) It is recognized that certain services have in the past been contracted out and that the Corporation shall continue this practice without reference to the procedures discussed herein; however, garbage collection and tree removal shall be subject to the provisions below, commencing with proposals for 1982 operations.
- (c) If the Corporation intends to contract out any service which will result in the reduction of the number of regular employees of the Corporation, the following shall occur:

- (i) - The Corporation shall give notice to the Union, sixty (60) days in advance of the date the Corporation expects to consider a proposal to contract the service.

- (ii) - The Union may concur with the arrangement or prepare an alternate proposal. The Head of the Department shall meet with the Union within ten (10) days of the notification for the purpose of discussing the proposed matter of contracting out. Information with respect to contracting out shall be made available to the Union at this time.

- (iii) - Where the Union and departmental management do not reach a common understanding, the management will present the Union's proposal to City Council or a committee thereof, along with the management proposal.

- (iv) - The decision of Council shall be final and binding and there shall be no recourse to any grievance or arbitration procedures.

ARTICLE 26 - SAFETY AND HEALTH

26.01 - The Corporation will continue to make adequate provision for the safety and health of employees during the hours of their employment.

26.02 -

- (a) Each supervisor and each employee shall be responsible for safe working practices and safe working conditions.
- (b) It shall be the responsibility of each supervisor to encourage and enforce safe working practices, and it shall be the responsibility of each employee to report unsafe working conditions and practices to his supervisor. Meetings of departmental supervision and staff to discuss safety matters shall be held as expeditiously as possible, and in any event within the week. The local Union Steward may be present at and participate in such meetings if his presence is deemed desirable by either party.
- (c) Safety recommendations submitted to the Corporation by the Union representatives will receive prompt and serious consideration with the aim of eliminating as far as practical, unsafe working conditions, unsafe working practices and other hazards to safety or health of employees during working hours.
- (d) A Union representative shall be paid for time spent in Safety Committee meetings during his regularly scheduled hours.

26.03 -

- (a) First Aid equipment will be provided on all trucks and at other strategic locations by the Corporation.
- (b) The Corporation shall equip certain trucks with personnel shelters. Such vehicles shall normally be used for the transportation of staff; but this provision shall not be construed as a guarantee that personnel shall not be transported in vehicles which are not so equipped.

26.04 - The Corporation shall designate from time to time employees who shall be given, and who shall undertake, basic first aid training selected by the Corporation, which shall be conducted during the normal hours of employment, insofar as is practicable, and the employee shall not suffer any loss of income thereby.

ARTICLE 27 - PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

27.01 - The Corporation will continue its present practices regarding protective clothing and, in addition, will supply

- (a) goggles to persons chipping cement;
- (b) To each man classified as
  - (1) Distributor Operator, two (2) pairs of overalls and

one (1) pair of heavy leather boots each year;

(2) Tree Climber, Tree Climber Trainee, two (2) pairs of coveralls and one (1) pair of climbing boots each year;

(3) Mechanic, Night Service Man, and the man employed on welding, three (3) pairs of clean coveralls each week;

(c) The Corporation will make an annual payment of up to eighty (\$80.00) dollars to each employee who is required to wear CSA-approved safety footwear, and who wears such footwear, and submits the appropriate sales slip; employees terminated during the first year of their employment will reimburse the Corporation a pro-rated amount based on their service since the purchase of the footwear.

(d) two (2) sets of coveralls or bib-type overalls or long shop coats, to the Corporation's specifications, to each employee not provided for in Sec. 27.01 (b); such clothing to be cleaned and maintained by the employee, but remain the property of the Corporation.

27.02 - The Corporation may discontinue the practices provided for in Section 27.01 if their methods change, or if employees do not comply with reasonable rules in connection therewith.

27.03 - The clothing and safety equipment-issued remains the property of the Corporation for which the employee is accountable; and except as otherwise specified, the cleaning and maintenance of the clothing and safety equipment shall be the responsibility of the employee.

27.04 - The Corporation will insure the tools of the licensed vehicle mechanics against loss or theft while in use in the Corporation's service.

#### ARTICLE 28 - JURY DUTY

28.01 - An employee called for jury duty or subpoenaed as a witness in a court of law or other tribunal of competent jurisdiction shall absent himself from work only to such reasonable extent as shall allow him to carry out such duty. Subject to Article 28.02 the employee shall be paid for his standard hours during such absence, at his standard rate of pay, provided that he pays over to the Corporation his jury fees or witness fees, excluding meal and mileage allowances.

28.02 - Upon receipt of a jury notice or subpoena, the employee shall at the earliest opportunity, advise his supervisor of the receipt of the jury notice or subpoena, the date of absence and the anticipated length of absence if known. The employee, at the time he advises his supervisor, shall elect whether to accept (a) the jury fee or witness fees, or (b) his standard rate of pay as provided in Article 28.01. Under no circumstances shall an employee receive both (a) jury fees or witness fees, and (b) his standard rate of pay.

An employee who is not scheduled to work on any day that he serves shall not be required to deposit any compensation received for that day.

#### ARTICLE 29 - REST PERIODS

29.01 - Each employee shall receive two (2) fifteen (15) minute rest periods per shift. They shall be as near as is practical to the middle of the two (2) half shifts and shall be scheduled by the Corporation.

#### ARTICLE 30 - GENERAL

30.01 - The Corporation agrees to the posting of Union notices on bulletin boards. Such notices shall relate to appointments, meetings, elections, and conventions of the Union and Union social and recreational affairs. All such notices shall be submitted to the Director of Personnel or his representative who shall arrange for their prompt posting.

#### ARTICLE 31 - JOB CLASSIFICATION

##### 31.01 -

- (a) The Corporation will supply the Union with a job description for each classification in the Bargaining Unit. The description shall specify the principal functions of the job, but shall not be construed as a detailed description of all the work requirements inherent in the classification.
- (b) Within thirty (30) days of receipt of a job description, the Union may request that it be discussed at a meeting between the Corporation and the Union. At such meeting, the Union may have present a representative employed in the classification.

##### 31.02 -

- (a) If the Corporation establishes a new classification, or changes the basic requirements of a classification, or discontinues a classification, the Corporation shall set the pay group for the classification and notify the Union promptly of the particulars and meet with the Union if they so request to discuss the job duties.
- (b) Within two (2) weeks after the end of a trial period of thirty (30) days, the Union shall notify the Corporation of its acceptance of the grading, or its desire to meet and discuss the grading. Lack of notification shall be construed as acceptance.
- (c) If, after the meeting, the parties fail to agree on the grading, if notice is given within thirty (30) days of the Corporation's final answer, that question may be referred to arbitration, which shall be conducted under a chairman experienced in evaluation, and the Arbitration Board shall use no criteria other than the classifications and pay groups in Schedule "A".

The decision of the Arbitration Board shall **be** final and binding on the parties.

#### ARTICLE 32 - NOTICES

32.01 - The Corporation will give the Union annual written notice of the names of the supervisory staff.

32.02 - Each employee shall keep the Department Head informed of his current address and telephone number (if any). An employee who does not keep the office informed may lose the benefits of this Agreement regarding notice and may be subject to other discipline.

32.03 - Notice to the parties shall be addressed to

- (a) The City Hall, St. Catharines, in the case of the Corporation, and
- (b) The home address of the official concerned, in the case of the Union, with a copy to the business office at Two Westport Centre, 110 Hannover Drive, Suite 102, St. Catharines, Ontario, L2W 1A4, for information; but the Corporation shall be relieved **of** any responsibility or liability if the correct address has not been filed with the Personnel Department.

#### ARTICLE 33 - APPLICATION OF AGREEMENT

33.01 - The provisions of Schedule "A" shall be effective from January 1st, 1993, but in no event shall any new or changed provisions apply to persons who left the employ of the Corporation prior to the date of ratification of this Agreement, unless such person left in the course of normal or disability retirement; and all other provisions which are different from the Agreement which expired December 31st, 1992, shall operate from the date of signing of this Agreement, or **as** soon thereafter **as** can be arranged.

#### ARTICLE 34 - DURATION OF AGREEMENT

~~34.01 - This Agreement shall remain in force for a period of two (2) years from January 1st, 1993, and thereafter shall continue from year to year, unless not more than ninety (90) or less than sixty (60) days previous to December 31st, 1994, or any subsequent year, either party gives written notice to the other party that it desires revision, modification, or termination at December 31st following the notice.~~

34.02 - In the event of notice being given, negotiations with a view to arranging a new Agreement shall begin within fifteen (15) days.


IN WITNESS WHEREOF the Corporation has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Union has

caused this instrument to be executed by its proper officers hereunto duly authorized, the 27th day of April 1993.

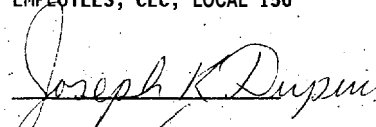
SIGNED, SEALED AND DELIVERED  
in the presence of


THE CORPORATION OF THE  
CITY OF ST. CATHARINES

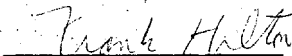
  
\_\_\_\_\_  
Mayor

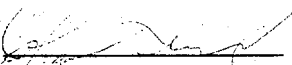
  
\_\_\_\_\_  
City Clerk

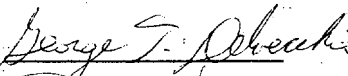
CANADIAN UNION OF PUBLIC  
EMPLOYEES, CLC, LOCAL 150

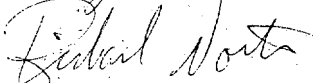
  
\_\_\_\_\_  
Joseph R. Dupuis

  
\_\_\_\_\_  
Fred Gaddard

  
\_\_\_\_\_  
Frank Halton

  
\_\_\_\_\_  
[Signature]

  
\_\_\_\_\_  
George T. Pothakis

  
\_\_\_\_\_  
Richard North



THE CORPORATION OF THE CITY OF ST. CATHARINES  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 150

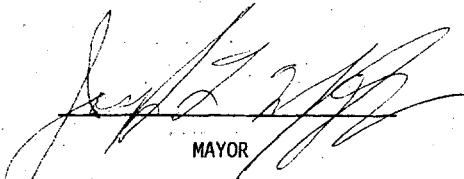
LETTER OF UNDERSTANDING

The Corporation of the City of St. Catharines agrees that no lay-offs regular employees employed at the time of ratification of an agreement for 1993-94 will occur during the term of that agreement.

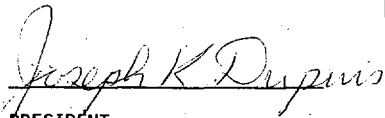
Dated at St. Catharines, Ontario, this 27<sup>th</sup> day of April, 1993.

FOR THE CORPORATION

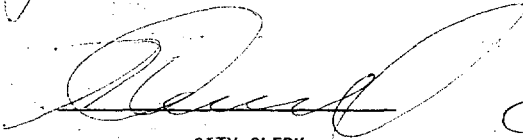
FOR CUPE, LOCAL 150



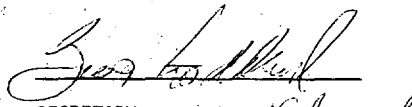
MAYOR



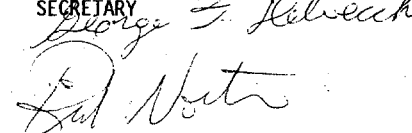
PRESIDENT



CITY CLERK



SECRETARY



SCHEDULE "A"  
WAGE RATES

<u>GRADE</u>	<u>JOB TITLE</u>	<u>RATES EFFECTIVE</u>	
		<u>Jan 1/93</u>	<u>Jan 1/94</u>
10	Trades Leader Mechanic Arena Lead Hand	\$ 17.89 (\$37,211)	\$18.07 (\$37,585)
9	General Lead Hand General Maintenance IV - Carpenter General Maintenance IV - Electrician General Maintenance IV - Plumber/Gas Fitter General Maintenance IV - Metal Worker	\$ 17.44 (\$36,275)	\$ 17.61 (\$36,629)
8	Reduction Plant Operator	\$ 17.10 (\$35,568)	\$ 17.27 (\$35,922)
7	Assistant Reduction Plant Operator General Maintenance III (Mason, Bricklayer) Parking Facilities Lead Hand Arena & Pool Maintenance Traffic Lead Hand Gardener II	\$ 16.69 (\$34,715)	\$ 16.86 (\$35,069)
6	Heavy Earth-Moving Equipment on Wheels Hydraulic Backhoe Operator Nature Park Operator Senior Arena Maintenance Tree Climber Water Meter Repairman Water Meter Serviceman Underground Services Operator Greenskeeper	\$ 16.25 (\$33,800)	\$ 16.41 (\$34,133)
5	By-Law Enforcement Officer Caretaker Lead Hand Flusher Operator General Maintenance II Roller Operator Parks Operator II Snow Blower Unit Operator Stumping Machine Operator Sweeper Operator Utilities Locator Truck Driver (over 20,000 GVW) Truck Driver-Night Serviceman	\$ 15.92 (\$33,114)	\$ 16.08 (\$33,446)

SCHEDULE "A"  
WAGE RATES

<u>GRADE</u>	<u>JOB TITLE</u>	<u>RATES EFFECTIVE</u>	
		<u>Jan 1/93</u>	<u>Jan 1/91</u>
4A	Sewer System Operator Small Engine Mechanic Gardener I	\$ 15.71 (\$32,677)	\$ 15.87 (\$33,010)
4	Arena Maintenance Concrete Worker Driver Watchman Parking Systems Serviceman Tree Climber - Trainee Traffic Systems Serviceman	\$ 15.49 (\$32,219,)	\$ 15.64 (\$32,533)
3	Building Custodian Building Superintendent - Court House Gardener Trainee General Maintenance I Labour Lead Hand Parks Operator I Patrolman Tractor Operator Trades Helper Trades Helper - Water Meters Truck Driver (20,000 GVW and under) Winter Control Patrolman Assistant Greenskeeper	\$ 15.11 (\$31,429)	\$ 15.26 (\$31,741)
2A	Caretaker Utilities Worker Arena Worker	\$ 14.89 (\$30,931)	\$ 15.04 (\$31,281)
2	Labourer Tool Repairman - Roads Tool Repairman - Utilities	\$ 14.52 (\$30,202)	\$ 14.67 (\$30,511)
1	Labourer (Casual) Office Cleaner	\$ 13.66 (\$28,413)	\$ 13.80 (\$28,701)

NOTE: 1. Cemetery -

- (a) Each employee up to a total of five (5) employees shall be paid three dollars (\$3.00) per hour for time spent exhuming bodies.

(b) Labourers operating jackhammers while opening graves: or labourers operating tampers shall be paid an allowance of twenty (\$.20) cents per hour for each hour so worked.

2. Works

Labourers operating jackhammers, tampers, steam jennies, or concrete saws, or raking asphalt, shall be paid an allowance of twenty (\$.20) cents per hour for each hour so worked.

Labourers operating rollers with a weight of one ton or less shall be paid twenty cents (\$.20) per hour for each hour while so assigned.

Heavy Equipment and Sweeper Operators assigned to direct trainees will receive \$.65 per hour while so assigned.

SCHEDULE "B" - HOURS OF WORK

<u>Group or operation</u>	<u>Starting</u>	<u>Stopping</u>	<u>Starting</u>	<u>Stopping</u>	<u>D</u>
Caretaker - City Hall - Days • Nights	7:00 a.m. 4:00 p.m.	12:00 noon 12 midnight (with 20 minute paid lunch)	12:30 p.m.	3:30 p.m.	M M
- Service Centre - Days - Nights	8:00 a.m. 4:00 p.m.	12:00 noon 12 midnight (with 20 minute paid lunch)	12:30 p.m.	4:30 p.m.	M M
Cemetery	8:00 a.m.	12:00 noon	12:30 p.m.	4:30 p.m.	M
Community Centre	8:00 a.m.	12:00 noon	12:30 p.m.	4:30 p.m.	M
Driver-Watchman	41 hour week, as scheduled				
Equipment Maintenance	7:30 a.m. or 8:00 a.m. as required	12:00 noon 12:00 noon	12:30 p.m. 12:30 p.m.	4:00 p.m. 4:30 p.m.	M M
Office Cleaner City Hall - Nights	4:00 p.m.	12 midnight (with 20 minute paid lunch)			
Parks and Recreation - General (unless otherwise designated)	8:00 a.m.	12:00 noon	12:30 p.m.	4:30 p.m.	M
supplies & services - Building Repair	8:00 a.m. 7:30 a.m.	12:00 noon 3:30 p.m. [with 20 minute paid lunch]	12:30 p.m.	4:30 p.m.	Mo ncr
- Sweeper operators	Midnight	8:00 a.m.			.no
Truck Driver Winter Control	12:00 a.m.	8:00 a.m.			Mo
Works Department - General	7:30 a.m.	12:00 noon	1:00 p.m.	4:30 p.m.	no

SCHEDULE "B" - HOURS OF WORK

<u>Job or Operation</u>	<u>Starting</u>	<u>Stopping</u>	<u>Starting</u>	<u>Stopping</u>	<u>Days</u>
Police Department - General Service Centre	7:30 a.m.	12:00 noon	12:30 p.m.	4:00 p.m.	Mon-Fri (from first Monday in May to last Friday in September)
Dispatcher Operator	4:00 a.m.	12:00 noon			Mon-Fri
Dispatcher Operator (Labourer) Downtown	7:00 a.m.	12:00 noon	1:00 p.m.	4:00 p.m.	Mon-Fri Tue-Sat
Dispatcher Operator	4:00 a.m.	12:00 noon			Mon-Fri
Dispatcher; construction	5 days at 8 hours, as required.				

SCHEDULE "B"

PARKS AND RECREATION

WINTER ROUTINE

<u>FUNCTION</u>	<u>APPROXIMATE PERIOD</u>	<u>APPROXIMATE TIME SCHEDULE</u>
ARENA, POOLS AND BEACHES Arena Workers Garden City & Rex Stimers Arenas	September - May	5:30 a.m. - 3:30 p.m. 3:30 p.m. - 1:30 a.m. 7:30 a.m. - 5:30 p.m. (make-up day - straight 10 hours)
Haig Bowl & Burgoyne Arenas		8:00 a.m. - 4:30 p.m. (half-hour lunch period)
Senior Arena Maintenance and Arena Maintenance (all arenas)	August - May	5:30 a.m. - 3:30 p.m. 3:30 p.m. - 1:30 a.m. 7:30 a.m. - 5:30 p.m. (make-up day - straight 10 hours)
Arena and Pool Maintenance	September - May	7:00 a.m. - 3:30 p.m. (Mon-Fri - half-hour lunch) 3:30 p.m. - 1:30 a.m. (Sat-Tues - straight 10 hours)
COMMUNITY CENTRES	September - April	Mon-Fri - 8:00 a.m. - 12 noon and 12:30 p.m. - 4:30 p.m. Fri-Sat - 8:00 a.m. - 12 noon.

SUMMER ROUTINE

Arena and Pool Maintenance	May - August	7:00 a.m. - 3:30 p.m. (Thurs-Mon - half-hour lunch) 7:00 a.m. - 3:30 p.m. (Mon-Fri - half-hour lunch)
Senior Arena Maintenance and Arena Maintenance	May - August	7:00 a.m. - 3:30 p.m. (Mon-Fri - half-hour lunch)
Golf Course	May - August	6:30 a.m. - 3:00 p.m.
sports Parks		Mon-Fri - 8:00 a.m. - 12 noon and 12:30 p.m. - 4:30 p.m. (adjusted as required by games)
Passive Parks		Mon-Fri - 8:00 a.m. - 12 noon and 12:30 p.m. - 4:30 p.m. (adjusted as required for special

C.U.P.E. LOCAL 150

SICK LEAVE PLAN

REGULATIONS

Reporting

1. On the first day of illness, an employee shall report, or cause to be reported, such illness to his Department Head, delegated supervisor or Timekeeper.
2. An employee who fails to report on the first day of absence shall be considered absent *without* leave, and may have his name removed from the payroll on instructions from his Department Head.

Recording

3. A Report of Absence shall be completed, and the absence recorded. The Department Head or Timekeeper will provide the employee with either forms for a Sick Leave Claim or a Medical Certificate, if required. Each employee shall be given an annual statement of his accumulated credits, and usage during the year, until such credits are exhausted, and may request, at any reasonable time, the opportunity to review his record.

Medical  
Certificates

4. A Medical Certificate shall be filed with the Director of Personnel by the employee when requested by the Department Head or Director of Personnel.

Claiming

5. An employee shall file his Sick Leave Claim with his Department Head:
  - (a) on or before the third working day following the commencement of illness.
  - (b) on the twenty-eighth (28th) consecutive working day of absence, and on every such twenty-eighth (28th) day following so long as benefits are claimed.

An employee who, in the initial week of his illness, is absent for less than three (3) days, shall have his pay continued for the balance of that week, subject to establishment of a claim within one (1) week following.

6. On retirement, termination, or death, the Department Head shall notify the Personnel Director, who shall notify the Payroll Department of the credits to be paid the employee or his beneficiary.



Administration

7. Where absence requires that an adjustment be made in the amount of salary or wages in a payroll prepared in advance of the paying date, such adjustment may be made in the payroll for the following pay period.
8. No payment shall be made for absence of less than one (1) hour.

E & O.E.  
March 20, 1985

March 13, 1985

Joseph Dupuis,  
President, Local 150, CUPE,  
8 Dawn Road,  
ST. CATHARINES, Ontario  
L2N 4M7

Dear Joe:

There has recently been some misunderstanding about how to determine years of service for the purpose of calculating vacation under Article 15.

Although the collective agreement is silent on what years of service means, it is the Corporation's understanding that we have a long standing verbal agreement on how we would calculate years of service for vacation purposes.

The understanding was that individuals who started work with the Corporation as casuals and who were then employed as regular employees and who had no break in service would use their start date as a casual for calculating years of service. Employees who were hired as casuals and who were laid off and then recalled would use the date of recall for calculating years of service if they were then hired as regular employees. This implies no break in service from recall date as a casual to their first day of regular employment.

Furthermore, employees hired on through Special Government Programmes are not considered as casual employees for the purpose of calculating vacation, as per Article 2.04.

Yours truly,

eg

James P. Brady  
Director Of Personnel

AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF ST. CATHARINES

-AND-

LOCAL 150, CANADIAN UNION OF PUBLIC EMPLOYEES


Local 150, CUPE and The Corporation of the City of St. Catharines agree to formulate an ad hoc committee to review and investigate proposals put forward on **job** classifications by Local 150, CUPE during the 1990 contract year. This committee will be composed two (2) members from Local 150, CUPE and two (2) members from The Corporation of the City of St. Catharines. The ad hoc committee meet regularly during working hours and report jointly to the Bargaining Committees on their results.

If it is felt necessary, Local 150, CUPE may request that the Corporation arrange for expert advice from people familiar with classification systems who may be consultants or union specialists.

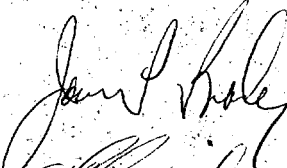
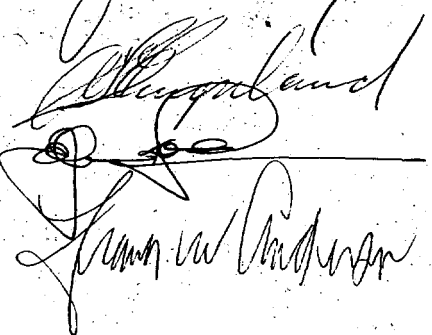
The ad hoc committee will be formed no later than one (1) month following a contract settlement.

Dated at St. Catharines, Ontario, this 12th day of March, 1990.

For Local 150, CUPE

  
Joseph K. Dupuis  
Bill Lewis  
Joe Goddard  
Tom Henderson  
Edmund Benda

For the Corporation

  
Janet Haley  
  
William W. Anderson