

SOURCE	<i>City</i>	
EFF.	<i>93</i>	<i>01/01</i>
TERM.	<i>93</i>	<i>12/31</i>
No. OF EMPLOYEES	<i>192</i>	
NOMBRE D'EMPLOYÉS	<i>50</i>	

A G R E E M E N T

*S.A*

between

THE CORPORATION OF THE CITY OF ST. CATHARINES

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 157

JANUARY 1ST, 1993 - DECEMBER 31ST, 1993

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THIS AGREEMENT made this 10th of JUNE 1993 and  
authorized by By-law No. 93-139 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, CLC, LOCAL 157

(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 City of St. Catharines in the Business Development, Clerk's, Engineering, Finance, Information Systems, Parks and Recreation, Planning, and Supplies and Services Departments, save and except:

1. employees who exercise managerial functions;
2. employees employed in a confidential capacity in matters relating to labour relations;
3. Chief Building and Plumbing Inspector
4. one confidential secretary each to the:

Mayor  
City Administrator  
City Clerk  
City Engineer

City Treasurer  
Director of Business Development  
Director of Parks and Recreation  
Director of Planning  
Director of Supplies and Services

5. persons engaged in conducting and implementing the Corporation's recreational programme;
6. persons regularly employed for not more than twenty-four (24) hours per week;
7. students hired for the school vacation periods or on a co-operative training programme;
8. employees bound by the Collective Agreement of the Canadian Union of Public Employees, Local 150;

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

2.02 -

- (a) Temporary employees may be hired for relief purposes, for peak periods, or for seasonal work, or as replacements for regular employees on pregnancy leave, for periods up to sixty (60) working days, or such greater period as shall be mutually agreed to by the parties, provided that no temporary employee shall be employed while any regular employee is on layoff who is capable of and available to perform the work; and while so employed shall not be covered by Articles 10, 15, 16, 21, 22, and 23; nor shall they have the right of grievance with respect to discharge; and their hours of work may be such hours as the Corporation may determine, save that they shall not be required to work more hours in a twenty-four (24) hour period than a regular employee in the same class of work without appropriate compensation; and further, that an employee employed under this section in excess of sixty (60) working days shall be entitled to the benefits of Article 21 and Article 16.
- (b) If a temporary employee is continued in employment as a regular employee, he will serve a full probationary period as per Article 10.02 and his seniority date shall be retroactive to his first day of temporary employment provided that there has been no break in his service over fifteen (15) working days and that he successfully completes the probationary period.

2.03 - The word "employees" in this Agreement shall mean those persons 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.

2.04 - 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), 16 (Paid Holidays), 21 (Employee Insurance Programme), 22 (Sick Leave Plan), and 28 (Jury Duty).

2.05 - Corporation employees who are not covered by this Agreement will not work on jobs which are normally done by employees covered by this Agreement so as to deprive a bargaining unit employee of employment. This will not preclude the employment of students for relief purposes and special projects. Abuses of Section 2.05 are subject to grievance.

#### 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 twenty (20) working days of employment.

3.02 - The Corporation shall deduct an amount, equal to such Union dues as are uniformly levied upon a member of the Union, by the Union, from the pay of each present employee, and from the pay of each new employee upon the completion of twenty (20) working days employment. The Corporation shall make such deductions from each regular pay, and shall remit such amounts regularly to the Secretary-Treasurer of Local 157.

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

3.04 - Any complaints of alleged non-compliance will be referred to the Pay Office for possible correction before any grievance is filed.

3.05 - The Union shall provide the Corporation with a letter signed by an authorized officer of the Union setting out the amount of the said dues.

3.06 - With each remittance of monies, the Corporation shall deliver a list of employees from whom deductions were made.

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. In January of the current year, the Union will provide the Corporation with a letter stating that the Union dues are fully deductible for purposes of the Income Tax Act.

#### ARTICLE 4 - RELATIONSHIP

4.01 - The Union acknowledges that it is the exclusive function of the Corporation 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 performed, the methods and processes to be employed, schedules of operations, the types and location of equipment to be used, and the number of persons to be employed.

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 additions or alterations shall be made by the Corporation in such rules and regulations without prior notice to and discussion with the Union. Prior notice, in writing, shall be deemed to be not less than five (5) working days.

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 inembership 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) five (5) Stewards, to be allocated by the Union among the departments, as required for effective representation, save that there shall not be more than one (1) Steward from a department of five (5) or less employees, and the Union shall notify the Corporation of the department(s) represented by each Steward;
- (b) a Grievance Committee of four (4) 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; and

- (c) a Union Committee of four (4) 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.

The Stewards and members of the Committees shall have been placed on the seniority list. 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 immediate supervisor. When resuming his regular work, he will report to his immediate supervisor, and will give any reasonable explanation which may be requested with respect to his absence.

6.04 - The Corporation recognizes the role of the President in the operation of the Agreement, and acknowledges the necessity for the President 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 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.

6.05 - It is clearly understood that the President or a Steward will not absent himself from his regular work unreasonably in order to deal with Union matters on behalf of employees, but such matters shall be dealt with as much as possible outside of working hours. In accordance with this understanding, the Corporation agrees to compensate the President or a Steward for his regularly scheduled work time spent in dealing with such matters, 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.

6.06 - 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 checkoff with respect 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.

6.07 - 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 1 - In the first instance, an employee shall take up any complaint directly with his immediate supervisor within eight (8) working days of the event upon which the complaint is based. The immediate supervisor shall, if requested by the employee, arrange for the presence of his Steward. The immediate supervisor will give his decision, in the presence of the Steward if requested, within two (2) working days of the lodging of the complaint.

7.03 - STEP 2 - If not settled in STEP 1, the grievance may, within three (3) working days of the reply in STEP 1, be submitted in writing to the Department Head. The grievance shall specify the facts and the Section or Sections claimed to be violated or relied upon and the remedy sought. The Chief Steward, accompanied if he wishes by the appropriate Steward, shall be given an opportunity to discuss the grievance with the Department Head within two (2) working days of submission of the grievance. The Department Head shall give his decision in writing within two (2) working days of the discussion, to the grievor, with copies to the Chief Steward and the Union President. Decisions in STEPS 2 and 3 shall specify the facts and reasons upon which the decision is based.

7.04 - STEP 3 - If not then settled, the grievance may, within three (3) working days of the reply in STEP 2, be submitted in writing by the Grievance Committee to:

- (a) the City Administrator to be dealt with at a meeting under Section 6.02 to be held within ten (10) working days of the submission:

or alternatively,

- (b) a Settlement Officer from the Ministry of Labour, without commitment to the procedures in Section 45 of the Ontario Labour Relations Act, which may be sought by either party.

At STEP 3, 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 Corporation, or the Grievance Committee in the case of a Corporation grievance, shall be given in writing within ten (10) working days after the meeting at which it was discussed, to the Chief Steward, the Union President, and the National Representative.

7.05 - STEP 4 - If not then settled, the grievance may, within twenty (20) working days of the reply in STEP 3, 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 Nominees 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.

7.06 - 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.

7.07 - Within ten (10) working 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 the 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 3, and the balance of the grievance procedure. No grievance shall be submitted by the Union under Section 7.07 unless it involves a question of general application, or a group of employees under more than one Department Head. A group grievance, being a grievance by a group of employees working under one supervisor, shall be instituted at STEP 1.

7.08 - If at any step of the grievance procedure, a grievance is not submitted within the period specified, it shall be deemed to be abandoned, unless mutually agreed upon by both parties for a reasonable extension.

7.09 - 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 appropriate

municipal building 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 2 on.

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

#### 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 City Administrator 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 grievances shall be dealt with at STEP 3 and the balance of the grievance procedure.

8.02 - The Corporation will notify the Union and the Chief Steward in writing in all discharge or discipline cases as soon as possible but within five (5) working days, giving the name of the employee concerned and the reason for the discharge or discipline.

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 a Board of Arbitration.

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

8.05 - The Corporation will not use to the prejudice of an employee any record of misconduct or discipline which has not been previously made known to and acknowledged by the employee.

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

8.07 - After twenty-four (24) months, employees may request that any letter of warning for inadequate performance, tardiness, non-attendance, or other disciplinary matter, be removed from their personnel file, provided that there has been no recurrence of that or a similar incident in the intervening period. If the Corporation removes the letter of warning from the employee's file, such letter will not be used against the employee. The Corporation's decision shall be neither arbitrary nor discriminatory. The Union will be notified of any decision to remove letters of warning.

#### 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.

9.02 - An employee covered by this agreement shall have the right to refuse to do the work of striking or locked out employees of the Corporation. An employee covered by this agreement will not be required to cross a picket line at another employer if the crossing of such picket line could cause harm or damage to the person or property of the employee. In such cases where the CUPE 157 employee is not prepared to do the above work or crossing, the Union agrees that management personnel may do this work without the Union grieving such work.

#### ARTICLE 10 - SENIORITY

10.01 - Seniority is defined as an employee's length of continuous service with the Corporation, including absences for sick leave, authorized leave of absence, or as otherwise provided in this Agreement. It is understood that all the following seniority rights are designed to give to each employee, according to his seniority with the Corporation as applied across the Bargaining Unit, an equitable measure of job choice and job security consistent with the efficient operation of the business. Seniority shall not operate to provide job preference within a classification. An employee who is transferred from Local 150 to Local 157 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.

#### 10.02 -

- (a) An employee shall be placed on the seniority list on completion of a probationary period of,
  - (1) Sixty (60) working days of employment within six (6) consecutive months if in Pay Groups one (1) to five (5) inclusive; and his seniority date shall be sixty (60) working days prior to the date of attainment of seniority.
  - (2) One hundred and twenty (120) working days of employment within twelve (12) consecutive months if in Pay Group six (6) or higher, in which case his seniority date shall be one hundred and twenty (120) working days prior to the date of attainment of seniority.
- (b) Until an employee is so placed on the list, he shall be known as a probationary employee who may not grieve regarding discharge provided that, at the request of the Union, such a discharge will be discussed at a meeting between the Corporation and the Union Committee.
- (c) In no case shall a temporary employee exercise seniority against a regular employee, but if a vacancy for a regular employee is not filled by another regular employee, a temporary employee who applies shall be considered.

10.03 -

- (a) The Corporation shall prepare and post copies of the seniority list and deliver copies to the Union. The list shall be brought up to date as at May 15th and October 15th of each year.
- (b) The Corporation will notify each employee (upon attainment of seniority) of his seniority date. Unless a complaint is lodged with the Corporation within twenty (20) working days of notification in writing to the employee of his seniority date, the dates shown therein shall be deemed correct and reliable.

At any time during working hours, up-to-date seniority information shall be available to Union Stewards on application to the Personnel Department.

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.
- (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 reason satisfactory to the Corporation is given; but the decision of the Corporation shall not be arbitrary or discriminatory.
- (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 in the Corporation's records to report for work, and does not give a reason satisfactory to the Corporation; but the decision of the Corporation shall not be arbitrary nor discriminatory.
- (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 reason satisfactory to the Corporation is given; but the decision of the Corporation shall not be arbitrary nor discriminatory.
- (7) Subject to agreement between the parties hereto, after twelve (12) consecutive months of absence due to illness, or after expiration of sick leave credits, whichever period is the longer, or after any longer period which the parties may agree upon.
- (8) 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.

(9) On receipt of severance allowance under Section 29.01.

10.05 - The parties, recognizing;

- (i) the right of the public to be served by persons of high competence, and
- (ii) the right of the employees to fair and just consideration for vacancies in the light of their length of service and their qualifications;
- (iii) the principle of promotion within the service of the Corporation;

therefore agree that:-

In promotions, demotions, transfers, layoffs, 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 if a prerequisite;

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

- (d) 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) working days thereby;
- (e) decisions shall be made and transfers effected as soon as practicable. Any anticipated delays will be reported to and discussed with the Union.

10.06 - Job posting shall be dealt with in the following manner:

- (a) Vacancies which the Corporation intends to fill shall be posted for a period of three (3) working days. If no suitable candidate applies, the job may be filled by the Corporation from among other employees or new hirings.
  - (i) No advertisement will appear in the media before the end of the job posting period.
  - (ii) An 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 ten (10) working days thereby. It shall be the applicant's responsibility to ensure that the application is in the Personnel Office by the closing time posted.

- (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 in this Agreement.
- (c) An employee may apply for a posted job to the Director of Personnel setting out in detail his qualifications for the job. At the close of the posting period, the Corporation will supply to the Union a list of employees who have applied for the posted job, which shall be kept for the confidential use of the Union Committee. Upon the filling of a posted job, the Corporation shall post the name and the seniority status of the successful applicant. Any employee applying for a vacancy filled by a person with less seniority shall receive reasons why they did not get the job, from the Department Head or his designate, within five (5) working days of the filling of the vacancy.
- (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 2.
- (e)(i) In this Section 10.06, vacancies shall mean those of long-term nature such as arise through quits, new jobs, extended illnesses resulting in loss of seniority, L.T.D., etc., and shall include the three (3) vacancies resulting from the filling of a posted vacancy but no subsequent vacancies arising from the original vacancy. However, any person with seniority rights to recall on layoff from the classification to be filled shall be recalled before the vacancy is posted. Upgrading of an existing position with a single incumbent shall not be deemed to create a vacancy.
- (e)(ii) An employee on L.T.D. shall retain his rights to his position for twenty-four (24) months. If he returns to work after twenty-four months, 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 position. Should the employee not be capable of performing all the duties of the position, he will be placed according to Article 10.10.
- (f) In this Section 10.06, "days" shall exclude Saturdays, Sundays, and paid holidays.
- (g) The Corporation shall give notice to the Union of a decision to postpone or not to fill a vacancy within fifteen (15) working days of the occurrence of the vacancy or as soon as a decision is made, whichever is sooner; and,

shall inform the Union of any anticipated unusual delays in completing the job posting process, and the reason therefor. Notice shall be in writing, addressed to the Corresponding Secretary.

- (h) An employee accepted for a posted job shall be subject to a trial period of sixty (60) working days worked by the employee. If his performance is unsatisfactory to the Corporation during this period, he shall revert to his former job and rate.  
  
If the employee relinquishes the job within the first twenty (20) working days from the time he started the job, he shall revert to his former job and rate, and all other employees affected by this shall revert to their former jobs and rates.
- (i) When the chosen applicant relinquishes the **job** within twenty (20) working days, the Corporation may appoint the next best qualified candidate from the posting without re-posting.
- (j) It is the intention of the Corporation, insofar as it is practical, to provide an opportunity for suitable regular employees to fill temporary vacancies in any pay group.

#### 10.07 -

- (a) The Corporation will give two **(2)** week's notice of layoff to each employee **so** affected, except following a recall of less than two (2) weeks.
- (b) 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, in accordance with Section 10.05, of displacing a junior employee in that classification if the circumstance is expected to be of a long-term nature; or he shall be transferred by the Corporation with his regular rate being continued for a maximum period of four **(4)** months under any other circumstance.  
  
If he has no such prior experience, he may claim the job of any employee with less seniority in accordance with the provisions of Section 10.05.
- (c) 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.

10.08 - In the event of a layoff, the President of the Union, the Vice-president, the Secretary-Treasurer, the Chief Steward and the Stewards,

if they are on a list under Section 10.03, shall be retained in employment by the Corporation notwithstanding their position on the seniority list **so** long as work is available which, in the opinion of the Corporation they are qualified to do, and which they are willing to perform; provided that the Corporation shall not exercise its rights under this paragraph in an arbitrary or discriminatory manner.

10.09 - An employee promoted or transferred to a position outside the Bargaining Unit shall continue to accumulate seniority for three (3) years from the date of promotion or transfer. Such an employee, on returning to the Bargaining Unit shall, subject to Section 10.05, exercise seniority in the classification in which he was at the time of leaving the Bargaining Unit, if he returns within six (6) months. This provision comes into effect on January 1, 1990 and all employees of the Corporation in non-Bargaining Unit positions with seniority in Local 157 will continue to accumulate seniority until December 31, 1992.

10.10 - 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, shall be placed in a suitable position in the Bargaining Unit, if such position is available, by the Corporation upon written notification to the Union, without regard to the other articles of this agreement; and shall be paid the prevailing rate for the job.

#### ARTICLE 11 - LEAVE OF ABSENCE

##### 11.01 -

- (a) The Corporation will grant a leave of absence without pay and without **loss** of seniority, vacation, or any benefits, included in the Employee Insurance Program (Article 21.01 of the Collective Agreement) up to ninety (90) working days upon the employee's request, provided the granting of such leave shall not have an adverse effect on the normal operation of the Department. Requests shall be in writing, stating the reason, and submitted to the Department Head twenty (20) working days prior to commencement of leave, unless the circumstances make it impossible to do **so**.

Such leaves may be for any reason other than for other employment.

Employees requesting such leave must have a minimum of one (1) year of service with the Corporation.

Replies shall be in writing, and shall include the reason if the request cannot be granted.

Benefits will continue for the first ninety (90) working days of the leave and if the leave exceeds ninety (90) working days, the employee will have the option to continue his coverage by paying the benefits himself.

Employees not meeting the above criteria, may submit their request in writing, stating the reason, to the Department Head for consideration.

- (b) Leave for reasons of pregnancy shall be provided in accordance with the terms of The Employment Standards Act (See Appendix).

An employee may extend her maternity leave for a period of up to six (6) months without the necessity of a medical certificate, 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 provisions of Article 7 - Grievance Procedure. The employee shall return to her previous position; or, alternatively, if the position does not exist, **she** shall be placed in accordance with Section 10.07.

- (c) Parental Leave shall be provided in accordance with the terms of The Employment Standards Act.

11.02 -

- (a) 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 same provided the Corporation is given reasonable notice. No more than four (4) employees may be absent at any one time and such leaves without pay shall not total more than thirty-five (35) working days in one (1) year, excluding travelling time. Not more than one (1) such employee shall be from any one (1) functional section of a department unless otherwise approved by the Department Head. However, an employee shall receive the pay and benefits provided for in this agreement when on approved leave of absence for union work or conventions, and the Union shall reimburse the Employer for all pay and benefits during the period of absence.
- (b) When elected to a federal or provincial office, the Corporation will grant leave of absence without pay and without loss of further accumulation of seniority for one (1) term of office. One (1) further extension of one (1) term shall be granted on written application.

11.03 - Upon receipt of reasonable notice and contingent upon the requirements of its operations, the Corporation shall grant leave of absence without pay and without loss of seniority to one (1) only employee who is elected or selected for a full-time position with the C.U.P.E., the O.F.L. 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 - Employees shall be allowed leave of absence with pay and without loss of seniority or benefits to attend a formal hearing for the employee to become a Canadian Citizen.

ARTICLE 12 - CLASSIFICATIONS AND SALARIES

12.01 - Positions shall be classified in accordance with Schedule "A" which is attached to and forms part of this Agreement.

12.02 - During the term of this Agreement, salaries shall be in accordance with Schedule "B" which is attached to and forms part of this Agreement.

ARTICLE 13 - HOURS OF WORK

13.01 - The hours of work shall be as established by present practice, and as set out generally in Schedule "C".

13.02 - The Corporation may alter starting and/or quitting times or may establish shifts for any job or classification upon one (1) week's prior notice to the Union, provided such change does not extend the hours worked in the day by an employee.

13.03 - When a new shift other than a day shift is established, the employees available and capable of performing the work shall normally be rotated weekly between the shifts; but in the event of an emergency, the Corporation shall assign the shifts as may be necessary for the efficient performance of the work.

ARTICLE 14 - OVERTIME

14.01 - An employee who is authorized by his Department Head or designated supervisor, to work in excess of the hours set out in Schedule "C" shall be paid at the rate of,

- (a) time and one-half for all hours worked in excess of the daily or weekly hours specified, and on paid holidays; and
- (b) double time after eight (8) hours overtime in his work day; and for all hours worked on Sunday, if not part of his scheduled work week;

save that no overtime shall be paid for a period of less than fifteen (15) minutes worked immediately following the completion of the regularly scheduled working hours on any day.

At the request of the employee, subject to the permission of the Department Head, an employee may take time off in lieu, the time being calculated at the appropriate overtime rate.

14.02 - For the purposes of this Article, the wage rate shall be the basic weekly rate of pay divided by the employee's standard weekly hours of work.

14.03 - The Corporation will pay a meal allowance of \$5.50 to an employee after four (4) or more hours of overtime on a regular working day.

## 14.04 -

- (a) Overtime shall be equitably distributed among those employees who normally perform the work involved provided they are willing to perform the work when requested.
- (b) An employee off work on vacation, including floaters and time off in lieu of overtime, 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.

## ARTICLE 15 - VACATIONS

## 15.01 -

- (a) An employee on the active payroll shall be granted a vacation with pay in each calendar year on the following basis:

<u>Length of Service by December 31st of the Vacation Year</u>	<u>Vacation</u>
Six (6) months but less than one (1) year (No vacation shall be granted before the completion of the probationary period).	1 day per month to a maximum of 10 days
One (1) year but less than three (3) years	2 weeks
Three (3) years but less than ten (10) years	3 weeks
Ten (10) years but less than seventeen (17) years	4 weeks
Seventeen (17) years but less than twenty-eight (28) years	5 weeks
Twenty-eight (28) years or more	6 weeks

- (b) Notwithstanding the provisions of sub-section (a) an employee absent without pay in excess of one (1) month in the vacation year shall have his vacation pay calculated at the appropriate percentage of his earnings in the year, without effect on his vacation time entitlement.

An employee absent without pay because of illness or injury shall continue his normal entitlement for a period of twelve (12) months.

An employee on maternity leave shall have the same consideration as an employee off without pay because of illness or injury only to the extent of the first 17 weeks of maternity leave. An employee who

extends her maternity leave as per Article 11.01(b) shall be considered as being on a leave of absence without pay for the period of the extension for the purposes of this Article 15.01(b).

15.02 -

- (a) An employee who leaves the service of the Corporation,
  - (i) before July 1st, shall receive one-half (1/2) of his vacation entitlement for the year, or pay in lieu thereof;
  - (ii) on or after July 1st, shall receive his entire vacation entitlement for the year or pay in lieu thereof;
- (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;

save that an employee who gives less than two (2) weeks' notice of resignation shall forfeit the benefits of Section 15.02 and be paid in accordance with the provisions of The Employment Standards Act.

15.03 - An employee entitled to up to three (3) weeks' vacation may take it at one time during the calendar year, and an employee entitled to a vacation in excess of three (3) weeks may, with the approval of the Department Head, take his vacation at one time during the calendar year. By April 15th, each department shall post a list on which employees shall indicate by May 1st the vacation period they wish. The Department Head shall then set the vacation periods taking into account the wishes of the employees on the basis of seniority, insofar as he considers consistent with the efficient functioning of the department, but consideration of seniority shall be related only to the first three (3) weeks of an employee's vacation. The Department Head shall post a list of the vacation periods by May 15th. A vacation may not be taken and vacation pay may not be paid during paid sick leave or paid employment disability leave.

15.04 - Unused vacations may not be accumulated without the prior approval, in writing, of the Department Head, and in any case accumulation may not exceed one year's entitlement.

15.05 - An employee who submits a request in writing to the Payroll Section five (5) working days prior to the payday preceding the commencement of his vacation, shall receive the pay due on any payday occurring during his vacation period.

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.



## ARTICLE 16 - PAID HOLIDAYS

**16.01** - 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 he works his scheduled working days next preceding and next following the holiday, unless excused in writing by his Department Head, or is otherwise entitled to be paid for such preceding or following days:

- (i) New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

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

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.

- (ii) Each employee shall be entitled to one (1) day's 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 supervisor to provide that operations are adequately staffed.

**16.02 -**

- (a) An employee who is scheduled to, and does work on the day of observance of one (1) of the above holidays, shall, in addition to the benefits of Section **16.01**, be paid in accordance with the provisions of Article **14**.
- (b) 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, in addition to the benefits of Section **16.01**.

**16.03** - An employee scheduled to work on the day of observance of one (1) of the above holidays, and who fails to work, shall forfeit the pay for the day, unless excused in writing by the Department Head.

**16.04** - If the holiday is observed on a normal working day during an employee's vacation, he shall receive another day's vacation with pay, or salary in lieu thereof.

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, dependent child, son or daughter; and
- (b) up to three **(3)** 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 and grandchild; and
  - (ii) a person who is a blood relative of the employee or the employee's spouse and normally a 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, son-in-law, daughter-in-law, grandparent, or spouse's grandparents, aunt or uncle, or when acting as a pallbearer.
- (d) 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 on the day of the funeral.
- (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) If a 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.

ARTICLE 18 - TRANSFERS

18.01 - An employee designated in writing by his Department Head to be temporarily transferred to,

- (a)
  - (i) a higher classification inside or outside the bargaining unit, for a minimum of one **(1)** day, shall be paid for the entire period worked the minimum rate for the higher classification; or at a rate which is the equivalent of one (1) increment of his regular pay group higher than his regular rate, whichever is the greater.
  - (ii) the increment used for establishing the higher rate for those employees who are at the maximum rate of their normal pay groups and who are temporarily transferred in accordance with Article 18.01(i) shall be the increment nearest the employee's rate in that employee's regular pay group.

(iii) no employee temporarily transferred to a higher pay group is to receive a rate beyond the maximum rate for the pay group to which he/she is transferred.

(iv) an employee temporarily transferred to a higher classification, inside or outside the bargaining unit, shall complete ten (10) working days in the new classification before being eligible to be paid that job rate for vacation and sick time. Prior to the completion of ten (10) working days in the new classification, the employee shall be paid their regular job rate for vacation and sick time.

- (b) a lower classification shall continue to be paid his regular rate except when the transfer is at his own request or in lieu of layoff, in which case his rate shall be reduced in accordance with his experience in the lower classification.
- (c) Performance while temporarily employed in a higher classification shall be considered for possible acceleration at the time of annual salary increases.

This Section shall not apply to cases covered by Section 29.04.

18.02 - An employee regularly transferred or promoted to a higher classification shall be paid the greater of the minimum of the new classification; or the step next higher than his rate plus a pro-rated portion of his former increment if he is within six (6) months of receiving a progression increase; or at such higher rate as the Corporation, at its sole discretion, determine.

18.03 - An employee designated in writing by his Department Head to fill a supervisory position outside the Bargaining Unit shall be paid a minimum premium of ten (10) per cent over his regular salary rate for the entire period of such appointment, unless such designation has been incorporated and considered in the rating of the position.

#### ARTICLE 19 - REST PERIODS

19.01 - Unless deemed impractical by the Department Head, whose discretion shall not be exercised in a discriminatory manner, each employee shall receive two (2) fifteen (15) minute rest periods per day, one (1) in mid-morning and one (1) in mid-afternoon. They shall be scheduled by the Department Head, and may be revoked in event of abuse. A fifteen (15) minute rest period shall also be provided to an employee midway through each three (3) hours' overtime.

#### ARTICLE 20 - PAY ON DAY OF INJURY

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

20.02 - An employee requiring further medical treatment due to injury

sustained at work, will be allowed the time off without loss of pay, after obtaining approval of the Department Head.

ARTICLE 21 - EMPLOYEE INSURANCE PROGRAM

21.01 - The Employee Insurance Program 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 salary, 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, or equivalent\*, (\$10/\$20 deductible; \$25/\$50 deductible effective December 31st, 1993) with rider providing \$175 per person per every two (2) years for eyeglasses, \$200 per person every two (2) years in 1991 for eyeglasses, and \$300 for hearing aids every sixty (60) months; Chiropractic coverage of \$150 for each person in each year, after the coverage under the Provincial Health Plan is exhausted.

Item 5 - The Blue Cross Code 9 Dental Care Plan, or equivalent\*, on the O.D.A. 1991 schedule of fees on ratification of this Agreement in 1993, and the ODA 1993 schedule of fees on December 31st, 1993.

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 \$2000 lifetime, per person, meaning a maximum claim of \$4,000 per insured.

The benefits under 21.01 will be covered for spouse and dependents for twelve (12) months after the death of an employee.

\* "Equivalent" shall include consideration of the administration process for both the Corporation and the Union.

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

Item 1 - In accordance with Ontario Health Insurance Commission Regulations;

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

21.03 - Employees shall be eligible for enrolment:

(a) for Items 1, 2, 4, and 5 on employment;

(b) for Item 3 on completion of the probationary period; and temporary employees shall be eligible in accordance with Section 2.02 (a).

21.04 - The Corporation shall pay, for each participating employee, all of the costs of the programme, except that an employee

- (a) (1) on disability benefits under The Workers' Compensation Act, for a period not in excess of one (1) year, or
  - (2) on authorized leave of absence, or in the case of pregnancy, subject to the employee's return to work, or
  - (3) absent due to illness, for the duration of his paid sick leave, or a period of one (1) year, whichever is the greater, shall continue to be eligible only for such period: and
- (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 the program by paying the total cost to the Corporation by the fifteenth (15th) day of each month.

21.05 - The employee is responsible for promptly informing the Personnel Department on the appropriate form of any change in the employee's eligibility, or that of his dependents, for coverage under the insurance plans and any existing premiums paid on behalf of the employee shall be recoverable from the employee in the event of his neglect to so inform the Corporation. On its part, the Corporation agrees to indemnify the employee against failure on the part of the Corporation to act on the notice received.

21.06 - 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.

21.07 - The Corporation may at any time substitute another carrier for any of the benefits in Article 21, provided that the benefits conferred thereby are equivalent to existing benefits, and there is no increase in the premium cost to any 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 22 - SICK LEAVE PLAN

##### 22.01 - 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 two (2) weeks 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 as of the first day of absence.
- (d) There will be no deduction in pay for the first hour for an employee to attend a medical or dental appointment.

22.02 - 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 22.01 and 22.03.

#### 22.03 - Long Term Disability

- (a) Continued disability beyond the seventeen (17) weeks will be deemed to be long-term disability. Pay will continue to be maintained at seventy-five (75%), either through the Long-Term Disability Insurance Plan or by the Corporation. Payments for the 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 21.01 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.O. 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.

22.04 - For the purpose 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 employee's bi-weekly rate of pay, divided by the number of his normally scheduled working days in the pay period.

22.05 - GRATUITIES

Sick leave gratuity will be frozen as of May 1, 1987.

- (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 July 1, 1987. Payment would be made every six (6) months, starting July 1, 1987, 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 22.06.
- (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) Employment or retirement prior to full cash-out, any sick day balance would be paid out under the terms of Article 22.06.

22.06 - 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.

#### ARTICLE 23 - PENSION PLAN

23.01 - The Corporation agrees it will not alter or amend the pension plan in effect without the approval of the Union, save as may be required by legislation of higher jurisdictions.

23.02 - The Corporation agrees to pay until the age of sixty-five (65), the premium cost of Items 1, 2, 3, 4 and 5 contained in Article 21.01 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.

#### ARTICLE 24 - SAFETY AND HEALTH

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

24.02 - 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.

24.03 - 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.

#### ARTICLE 25 - CAR ALLOWANCE

25.01 - When requested by the Corporation and authorized by the Department Head to use personal cars for Corporation business, employees who do so will be paid an allowance of 27.6 cents per kilometer effective on the ratification of this Agreement in 1990 or such greater amounts as determined by Corporation policy.

25.02 - A minimum monthly allowance of one hundred and forty (\$140) dollars effective January 1, 1993, shall be paid to those employees in the classifications listed in Schedule "D" when the continuing provision of a



personal car for Corporation business is a condition of employment, and this condition is met, except that employees,

- (a) who are absent from duty by reason of illness will continue to receive the allowance during such absence, up to a maximum of three (3) calendar months;
- (b) who are absent on vacation with pay will continue to receive the allowance throughout the vacation;
- (c) who are absent from duty for any other reason for less than one (1) calendar month shall receive the allowance for that month but not beyond, except that newly-qualified employees shall be paid on a mileage basis for an initial part-month.

25.03 - Claims for payment submitted to the Finance Department by the seventh (7th) day of the month shall be paid by the fifteenth (15th) day of the month, Saturday, Sunday and holidays excepted, subject to conditions beyond the control **of** the employer.

#### ARTICLE 26 - SHIFT PREMIUM

26.01 - Employees working on shifts other than day shifts shall receive a premium of:

- (a) thirty (30) cents for each hour worked on a shift on which the majority of hours occur between **4:00** p.m. and 12 midnight; and
- (b) thirty-five (35) cents for each hour worked on a shift on which the majority of hours occur between 12 midnight and **8:00** a.m.

26.02 - No overtime or other premium shall be pyramided on the shift premium.

26.03 - Normally, twenty-four (24) hours' notice shall be given before a change of shift. Failure to provide sixteen (16) hours off duty between shifts which are being changed shall result in payment of overtime at established rates for any hours worked during such normal off-duty period.

#### ARTICLE 27 - CALL-IN PAY

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

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

#### ARTICLE 28 - JURY DUTY

28.01 - An employee called for jury duty or subpoenaed as a witness in a

court 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 - EMPLOYMENT

##### 29.01 -

- (a) Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that if technological change, the contracting out of services, the planned cessation of operations, or local government re-organization resulting from a decision of the City 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.
- (b) When the employer is considering the introduction of a change affecting the security or classification of an employee,
  - i) the employer agrees to notify the Union as far as possible in advance of his intention;
  - ii) the foregoing notwithstanding, the employer shall provide the Union, at least 90 days before the introduction of a technological change as contemplated above, with a description of the project it intends to carry out and the potential effect on the employees.

**29.02** - In the event that the Corporation should introduce new methods or equipment which require new or greater skills than possessed by an employee on

the job to which they apply, the Corporation shall reimburse the employee who undertakes and successfully completes an approved course of study or after-hours training for the cost of tuition and text books.

29.03 - 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 municipality.

29.04 - The Corporation shall endeavour, wherever reasonable and practicable, to give to employees who indicate in writing their interest, the opportunity of gaining experience on other operations. The opportunity will be provided in the order in which the applications are received, such training periods to be to a maximum of thirty (30) working days. During such periods of employment, the employee shall remain at the rate of pay for the employee's regular classification. This Section shall not be used to circumvent the provisions of Section 18.01.

#### 29.05

- (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 are currently contracted out and that the Corporation shall continue this practice without reference to the procedures discussed herein.
- (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 30 - JOB CLASSIFICATION

## 30.01 -

- (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 twenty (20) working 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.

30.02 - The parties acknowledge their mutual interest in ensuring that positions be appropriately classified.

- (a) (i) 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.
- (ii) Existing classifications shall not be eliminated without prior notification to the Union.
- (iii) When an employee believes that his job content has changed so substantially as to warrant a change in pay group, he shall submit his claim, in writing, to his immediate supervisor, setting forth all relevant particulars. The supervisor, in consultation with his superiors and the Personnel Department, shall initiate a determination on the claim and a re-classification review, if such appears warranted, in accordance with the balance of this Section. Upon receiving the request from the supervisor, the Personnel Department will advise the supervisor and the employee of a completion date. Should the parties not agree on the change, the question may be processed in accordance with Section 30.02 (c). In any event, the total time period shall not exceed forty-five (45) working days.  
  
In anticipation of a favourable resolution of the need for a change, the parties agree that not more than five (5) protests of rejection of claim will be processed a year.
- (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 31 - CORPORATION BY-LAWS

31.01 - The Corporation agrees that the Corporation's By-Laws 5785 and 61-36, relating to supplemental retirement allowance; and By-Laws 5062 and 62-232 of the Corporation, By-Law 1699 of the former Township of Grantham, By-Law 722 of the former Town of Merritton, and By-Law 893 of the former Town of Port Dalhousie, relating to pensions, shall not be further amended as affecting the members of the Bargaining Unit without the agreement of the Union.

ARTICLE 32 - BULLETIN BOARDS

32.01 - 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 Personnel Director or his representative who shall arrange for their prompt posting provided they are delivered to the Personnel Department normally at least forty-eight (48) hours prior to the time of the meeting.

32.02 - The Corporation shall provide one (1) bulletin board in each department and additional boards if necessary in divisions of departments.

ARTICLE 33 - NOTICES

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

33.02 - Each employee shall keep the Personnel Department informed of his current address and telephone number.

33.03 - Notice to the parties shall be addressed to:

- (a) The City Hall, P.O. Box 1308, St. Catharines, Ontario, L2R 7J8 (in the case of the Corporation);
- (b) Post Office Box 1386, St. Catharines, Ontario, L2R 7J8 (in the case of the Union);
- (c) Canadian Union of Public Employees, Two Westport Centre, 110 Hannover Drive, Suite 102, St. Catharines, Ontario, L2W 1A4.

ARTICLE 34 - APPLICATION OF AGREEMENT

34.01 - The provisions of the wage schedule shall be effective from January 1st, 1993, but in no event shall any new or changed provision apply to persons who left the employ of the Corporation prior to the date of ratification of this Agreement, unless such persons 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 35 - DURATION OF AGREEMENT

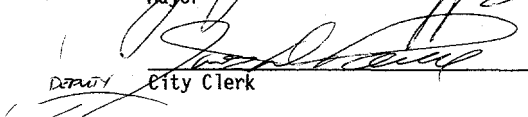
~~35.01 - This Agreement shall remain in force for a period of one (1) year from January 1st, 1993, and shall continue in force thereafter from year to year unless in any year, not less than sixty (60) working days, nor more than ninety (90) working days prior to the expiration date, either party gives notice in writing to the other party of its desire to terminate or revise this Agreement.~~

35.02 - In the event of notice being given, arrangements for the initial session of negotiations, shall be set within fifteen (15) working days following receipt of notification.

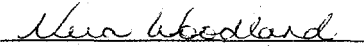
IN WITNESS WHEREOF the Corporation has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Union has caused this instrument to be executed by its proper officers hereunto duly authorized, the day and year first above written.

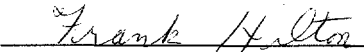
SIGNED, SEALED AND DELIVERED THE CORPORATION OF THE CITY OF ST. CATHARINES

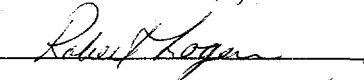
  
\_\_\_\_\_  
Mayor

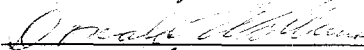
  
\_\_\_\_\_  
Deputy City Clerk

CANADIAN UNION OF PUBLIC EMPLOYEES, C.U.C.,  
LOCAL 157

  
\_\_\_\_\_  
Vera Woodland

  
\_\_\_\_\_  
Frank Hilton

  
\_\_\_\_\_  
Robert Hogan

  
\_\_\_\_\_  
Orville W. Johnson

  
\_\_\_\_\_  
Bob Catlett

LETTER OF AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF ST. CATHARINES

AND


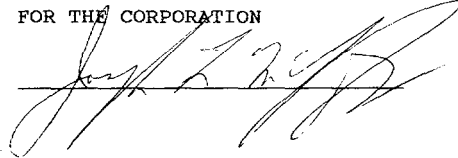
LOCAL 157, CANADIAN UNION OF PUBLIC EMPLOYEES

ARTICLE 11 - LEAVE OF ABSENCE

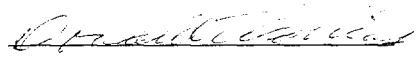
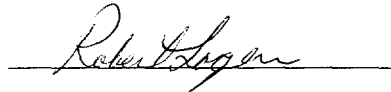
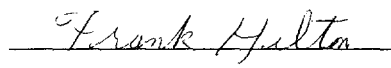
Re 11.05 Union Proposal

Local 157, CUPE and the Corporation of the City of St. Catharines agree to continue an ad hoc committee to review the proposals put forward on LEAVE OF ABSENCE by Local 157, CUPE during the 1990 contract year. This committee will be composed of two (2) members from Local 157, CUPE and two (2) members from the Corporation of the City of St. Catharines. The ad hoc committee will meet regularly during working hours and report jointly to the Bargaining Committees on their results.

FOR THE CORPORATION



FOR CUPE LOCAL 157



THE CORPORATION OF THE CITY OF ST. CATHARINES

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 157

LETTER OF UNDERSTANDING

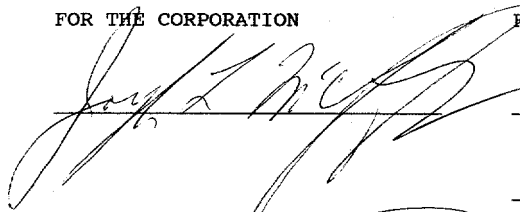
The Corporation of the City of St. Catharines agrees that no lay-offs of regular employees employed at the time of ratification of an agreement for 1993 will occur during the term of that agreement.

This letter is valid only to December 31st, 1993.

Dated at St. Catharines, Ontario, this 10th day of June 1993.

FOR THE CORPORATION

FOR CUPE LOCAL 157



Vera Woodland

Frank Hilton



Robert Logan



Granville Morrison

Bob Gillett





<u>GROUP</u>	<u>POSITION TITLE</u>	<u>DEPARTMENT</u>
4	Parking Meter Attendant	Finance
	Service Accounts Clerk	Finance
	Water Accounts Clerk	Finance
	Parks Accounts Clerk	Parks and Recreation
	Clerk Steno IV	Planning
	Clerk-Steno IV	Supplies & Services
	Assistant Storeskeeper	Supplies & Services
	Purchasing & Inventory Clerk	Supplies & Services
	Storeskeeper I	Supplies & Services
5	Promotion Co-ordinator	Business Development
	Clerk-Secretary	City Clerk's
	Environmental Technician	Engineering
	Survey Assistant II	Engineering
	Technician Operator I, G.I. Services	Engineering
	Timekeeper	Engineering
	Meter Reader Leadhand	Finance
	Tax Certificate Clerk	Finance
	Water Accounts Clerk	Finance
	Computer Operator	Information Systems
	Data Entry Operator Leader	Information Systems
	Cemetery Clerk	Parks and Recreation
	Stores & Operations Clerk	Parks and Recreation
	Development Assistant (Temp.)	Planning
	Draftsman I	Planning
6	Documents & Records Clerk	City Clerk's
	Vital Statistics Clerk	City Clerk's
	*Construction Inspector in Training	Engineering
	File Control Clerk	Engineering
	Instrumentman	Engineering
	Operations Clerk	Engineering
	Technician Draftsman, Cadastral	Engineering
	Technician Operator II, G.I. Services	Engineering
	Traffic Technician	Engineering
	Zoning Assistant	Engineering
	Cashier Leader	Finance
	Clerk-Bookkeeper II	Finance
	Collector	Finance
	Intermediate Bookkeeper I	Finance
	Payroll Clerk	Finance
	Arenas Clerk	Parks and Recreation
	Senior Clerk	Parks and Recreation
	Planning Technician	Planning
	Buyer I	Supplies & Services
	Printing Operator	Supplies & Services
7	Business & Lottery Licencing Inspector	City Clerk's
	Committee Secretary	City Clerk's
	Senior Committee Secretary	City Clerk's
	Building Inspector I	Engineering
	General Works Inspector	Engineering

<u>GROUP</u>	<u>POSITION TITLE</u>	<u>DEPARTMENT</u>	
7	Plumbing Inspector	Engineering	
	Technical Assistant	Engineering	
	Utility Location Co-ordinator	Engineering	
	Building/Zoning Clerk	Engineering	
	Intermediate Audit Technician	Finance	
	Intermediate Programmer	Information Systems	
	Property Systems/Support Services Co-ordinator	Information Systems	
	Horticultural Development Technician	Parks and Recreation	
	Development Agreement Co-ordinator	Planning	
	Draftsman II	Planning	
	Buyer II	Supplies & Services	
	8	Building Inspector II	Engineering
		By-law Enforcement Officer	Engineering
Construction Inspector		Engineering	
Project Technologist		Engineering	
Property Standards Inspector		Engineering	
Solid Waste Inspector		Engineering	
Intermediate Bookkeeper II		Finance	
Senior Audit Technician		Finance	
Tax & Adjustment Clerk		Finance	
Water Billing Leader		Finance	
Planning & Development Technician		Parks and Recreation	
Committee Secretary & Planning Clerk		Planning	
Printing Shop Operator		Supplies & Services	
Senior Storeskeeper		Supplies & Services	
9	Party Chief	Engineering	
	Senior Building Inspector	Engineering	
	Senior Environmental Technician	Engineering	
	Senior Party Chief	Engineering	
	Senior Plumbing Inspector	Engineering	
	Traffic Technologist	Engineering	
	Senior Bookkeeper	Finance	
	Planner I - Special Projects	Planning	
	Planner I - Implementation	Planning	
	Planner I - Policy	Planning	
	10	Cadastral Survey Party Chief	Engineering
Engineering Assistant (Development) Leader, Surveys & Mapping		Engineering	
Project Supervisor		Engineering	
Assistant Purchasing Agent		Supplies & Services	
11		Landscape Architect Planner	Parks and Recreation
	Planner II - Policy	Planning	
	Planner II - Implementation	Planning	

\* This status to be retained for a maximum of twelve (12) months' accumulated service.

SCHEDULE "B"

SALARY SCHEDULE SUPPLEMENT

(Bi-Weekly Rates)

Effective January 1st, 1993

	<u>START</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>
1	\$ 796.45	\$ 860.30	\$ 924.15	
2	\$ 830.42	\$ 894.90	\$ 959.37	
3	\$ 880.77	\$ 947.24	\$1013.70	
4	\$ 925.99	\$ 993.62	\$1061.24	
5	\$1010.29	\$1070.81	\$1131.34	\$1191.86
6	\$1093.95	\$1158.08	\$1222.20	\$1286.32
7	\$1199.20	\$1269.60	\$1340.00	\$1410.39
8	\$1311.13	\$1397.00	\$1482.87	\$1568.74
9	\$1439.65	\$1534.04	\$1628.42	\$1722.81
10	\$1550.40	\$1652.27	\$1754.12	\$1855.99
11	\$1601.34	\$1728.80	\$1856.24	\$1983.69

NOTE :

1. Progression shall occur on the anniversary **of** the employee's appointment to the position, for appointments subsequent to June 1st, 1976, unless an employee has been absent for six (6) or more consecutive months, and
  - (a) shall be automatic up to Step 2, and
  - (b) shall be contingent upon recommendation of the Department Head beyond the level of automatic progression.
  - (c) On successful completion of the probationary period for a new employee, or on the successful completion of the trial period in the case of promotion, the employee shall be advanced to a rate mid-way between the "start" rate and the rate of Step 1, where applicable.
2. Temporary employees shall progress within their range up to the level of Step 1 on the basis of their accumulated service in their classification or appropriately related work, provided that the interval between period of employment is not more than six (6) months.

SCHEDULE "C"

HOURS OF WORK

1. Standard Hours of: 8:30 a.m. to 4:30 p.m.  
Monday through Friday (35 hours)
2. Building and Plumbing Inspectors; Standard hours, with occasional  
Collector; General Works Inspector; after hours routine inspections,  
By-law Enforcement Officer investigations and services.
3. Parking Meter Attendants Standard hours, Monday through Friday  
Meter Readers or Tuesday through Saturday.  
(May to Sept. for Meter Readers  
only.)
4. Stores
  - (a) Works (a) 7:00 a.m. to 11:30 a.m. and 12:30  
p.m. to 3:00 p.m. OR  
(b) 7:00 a.m. to 12:00 noon and 1:00  
p.m. to 3:00 p.m.  
(c) 8:00 a.m. to 1:00 p.m. and 1:30  
p.m. to 3:30 p.m.
  - (b) Parks and Recreation 7:00 a.m. to 3:00 p.m.  
and 8:00 a.m. to 4:00 p.m.
5. Courier-Clerk 8:00 a.m. to 12:00 noon and 12:30  
p.m. to 3:30 p.m.
6. Construction Inspectors 40 hours per week, starting and  
quitting times in accordance with  
contractors' schedules.
7. Survey party personnel 7:30 a.m. to 3:00 p.m. with a  
one-half hour lunch break (Monday to  
Friday).
8. Works Department Offices 35 hours per week, Monday through  
Friday.
9. Municipal Surveys 10:00 a.m. to 6:00 p.m. and  
Technician Operator I, and II, 7:00 a.m. to 3:00 p.m.  
G.I. Services (Monday through Friday)

SCHEDULE "D"  
CLASSIFICATIONS ELIGIBLE  
FOR  
MINIMUM MILEAGE ALLOWANCE

(Subject to the conditions of Section 25.02)

Building Inspector I and II  
Senior Building Inspector  
Senior Plumbing Inspector  
Construction Inspector  
Plumbing Inspector  
Property Standards Inspector  
By-law Enforcement Officer  
General Works Inspector

And such other classifications as the conditions of Section 25.02 may  
apply to from time to time.

C.U.P.E. LOCAL 157

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 or delegated supervisor.
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. The Department Head shall have the absence recorded on the departmental attendance record. Each employee may request, at any reasonable time, the opportunity to review his record.
- Medical 4. The Department Head shall require the employee to provide Certificates such Medical Certificates as he may deem necessary, which generally shall be,
- (a) for all illnesses which extend to the third working day, and
- (b) when twenty-eight (28) days have elapsed since the commencement of the illness, or the date of the last Medical Certificate, and the illness continues.
- (c) 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.

## PREGNANCY AND PARENTAL LEAVE

**[161,034] Definitions**

**Sec. 34.** In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own,

"parental leave" means a leave of absence under subsection 38(1);

"pregnancy leave" means leave of absence under subsection 35(1)

**[161,035] Pregnancy leave**

**Sec 35.** (1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay

When leave may begin

(2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date

**Notice**

(3) The employee must give the employer,

(a) at least two weeks written notice of the date the leave is to begin; and

(b) a certificate from a legally qualified medical practitioner stating the expected birth date

**[161,036] Special circumstances**

**Sec. 36.** (1) Subsection 35(3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth

**Notice in special circumstances**

(2) An employee described in subsection (1) must within two weeks of stopping work, give the employer,

(a) written notice of the date the pregnancy leave began or is to begin; and

(b) a certificate from a legally qualified medical practitioner that

(i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or

(ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

**[161,037] End of pregnancy leave if parental leave available**

**Sec 37.** (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.

**End of pregnancy leave if parental leave not available**

(2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

**End of pregnancy leave on employee notice**

(3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day



**[¶61,038] Parental leave**

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**Sec 38.** (1) An employee who has been employed by his or her employer for at least ~~thirteen~~ weeks and who is the parent of a child is entitled to a leave of absence without pay following

- (a) the ~~birth~~ of the child; or
- (b) the ~~coming~~ of the ~~child~~ into the custody, ~~care~~ and control of a parent for the first time.

**Restriction on when leave may begin**

(2) ~~Parental~~ leave may begin no more ~~than thirty-five~~ weeks ~~after~~ the day the child is born or comes into the custody, ~~care~~ and control of a ~~parent~~ for the first time.

**When mother's parental leave may begin**

(3) The parental leave of an employee who ~~takes~~ a pregnancy leave must begin when the pregnancy leave ends unless the child ~~has~~ not yet come into the custody, ~~care~~ and control of a parent for the first time.

**Notice**

(4) The employee must give the employer at least two weeks written notice of the date the leave is to begin

**[¶61,039] Special circumstances**

**Sec 39.** (1) Subsection 38(4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, ~~care~~ and control of a parent for the first time sooner than ~~expected~~

**When leave in special circumstances begins**

(2) The parental leave of an employee described in subsection (1) begins on the ~~day~~ the employee stops working

**Notice**

(3) ~~An~~ employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working

**[¶61,040] End of parental leave**

**Sec 40.** Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.

**[¶61,041] Change of notice to begin leave**

**Sec 41.** (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,

- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin

**Change of notice to end leave**

- (2) An employee who ~~has~~ given notice to end leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least four weeks written notice before the ~~earlier~~ date; or
  - (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end

## **[161,042] Rights during leave**

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**Sec 42** (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

### **Benefit plans**

(2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

### **Employer contributions**

(3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

### **Seniority**

(4) Seniority continues to accrue during pregnancy leave or parental leave.

## **[161,043] Reinstatement**

**Sec. 43.** (1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

### **Reinstatement where employer's operations have been suspended, etc.**

(2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

### **Wages**

(3) The employer shall pay a reinstated employee wages that are at least equal to the greater of

- (a) the wages the employee was most recently paid by the employer; or
- (b) the wages that the employee would be earning had the employee worked throughout the leave.

## **[161,044] No discipline, etc., because of leave**

**Sec. 44.** An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.

## **[161,045] Employment standards officer may make order**

**Sec 45.** Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what the employer shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee.