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EFF.	91	01	01
TERM.	91	12	31
No. OF EMPLOYEES	288		
1991 AGREEMENT D'EMPLOYÉS	8 D		

between

THE CORPORATION OF THE CITY OF NORTH BAY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 122

(Inside and Outside Employees)

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1991 AGREEMENT

between

THE CORPORATION OF THE CITY OF NORTH BAY

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 122

(Inside and Outside Employees)

1991 AGREEMENT
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AGREEMENT

THIS AGREEMENT MADE THIS 10TH DAY OF
JUNE, 1991.

BETWEEN:

THE CORPORATION OF THE CITY OF NORTHBAY
-hereinafter called the "Corporation"
OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 122,
-hereinafter called the "Union"
OF THE SECOND PART

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 - The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and the Union, to encourage efficiency in operations, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 • RECOGNITION AND SCOPE

- 2.01 - (i) The Corporation recognizes the Canadian Union of Public Employees and its Local 122 as the sole and exclusive collective bargaining agent for all its employees save and except Foreman, Assistant Foreman, Driver or Owner of Hired Trucks, Recreation Program Staff, Canteen Worker, Security Guard, Usher, Day Student Employee, Part-time Arena Employee. normally employed less than twenty-four (24) hours weekly; any Head or Permanent Deputy, Assistant Head or Executive Assistant, Engineering Assistant, Engineering Assistant/Design, Engineering Assistant/Administration, Operations Manager, Safety Officer, Superintendent of Roads, Supervisor of Roads, Superintendent of Sewer and Water, Supervisor of Sewer and Water, Fire Department Personnel (excepting Fire Hall Dispatchers and Clerk Stenographers), Secretary to the Director of Human Resources, Confidential Secretary, Planner, Law Clerk, Legal Stenographer, Building Maintenance Personnel, Crossing Guards, Students hired during school vacation periods, Outdoor Rink Attendants and persons hired under Government subsidized programs.

2.01 - (ii) "DAY STUDENT EMPLOYEE" shall mean a full-time day student in a recognized school under the Ontario Department of Education who is used in a job-training program established by his school and employed without wages during the normal school year. His term of employment shall not exceed four (4) weeks during any calendar year or any other term of employment mutually agreed to by the parties. It is agreed that his employment shall not be construed to cause discharge of any member of the staff.

2.01 - (iii) "PROBATIONARY EMPLOYEE" shall mean a newly-hired employee who will not be placed on a seniority list until he has completed three (3) month's employment with the Corporation, during which period the Corporation may assess whether the employee is suitable to be retained as an employee. Upon completion of the probationary period his seniority will be computed from the last date of hiring. A probationary employee's employment may be terminated by the Corporation without recourse to the Grievance Procedure. Periods of absence in excess of ten (10) working days, shall not be included in the

three (3) month probationary period and the probationary period shall be extended in consideration of such time lost.

- 2.02** Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimentation or in emergencies when regular employees are not available.
- 2.03 -** No person covered by this Agreement shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

ARTICLE 3 - CORRESPONDENCE

- 3.01** All correspondence between the parties arising from this Agreement or incidental thereto shall pass, except as provided for elsewhere in this Agreement, to and from the Director of Human Resources and the Secretary of the Union.
- 3.02** The Union shall be notified of all appointments, hirings, lay-offs, recalls and termination of employment involving employees in the bargaining unit.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 - The Corporation retains the right to manage all services and to direct the work of employees, including the right to hire, promote, transfer and lay-off employees subject to the provisions of the Agreement, and to discipline, suspend, discharge and demote employees for just cause.

- 4.02 - The Corporation has the right to make and alter, from time to time, rules and regulations to be observed by the employees, provided that such rules and regulations are not inconsistent or contrary to the terms of this Agreement. No change to the rules and regulations shall be made by the Corporation without prior written notice to the Union, and such changes shall be posted on all the Corporation's bulletin boards.

- 4.03 - The Corporation agrees that the 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 • NO DISCRIMINATION

- 5.01 • The Corporation and the Union agree that there shall be no discrimination, interference, restriction, coercion or intimidation exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of race, age, creed, colour, national origin, political or religious affiliation, sex, or marital status, nor by reason of his membership or activity in the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 • It is agreed by the parties hereto that there shall be a compulsory checkoff of dues from all employees who come within the bargaining unit who have completed thirty (30) days employment with the Corporation. The Corporation shall provide the Union with a monthly statement of the gross earnings paid to employees of the bargaining unit from whom dues have been deducted.
- 6.02 • The Corporation agrees to deduct the dues from the earnings of each employee in the

amounts certified by the Union to be currently in effect according to its constitution and by-laws.

- 6.03 • Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a duplicate list of the names of all employees from whose wages the deductions have been made.
- 6.04 • In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Corporation, the Union agrees to indemnify and save harmless the Corporation against any claim for liability arising out of or resulting from the operations of this section.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 • (i) The Corporation will recognize ten (10) stewards and a Chief Steward who shall be employed in the bargaining unit. The number and distribution of stewards may be altered by agreement from time to time, as conditions change.

- (ii) A Grievance Committee of three (3) employees, of whom one (1) shall be 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.

- (iii) A Bargaining Committee shall be appointed and consist of not more than six (6) members of the Corporation as appointees of the Corporation and not more than six (6) members of the Union as appointees of the Union. The Union will advise the Corporation of the Union's nominees and any changes thereto.

7.02 - Representatives of the Union shall not suffer any loss of pay or benefits for time involved in negotiations with the Corporation during the employee's regular working hours.

7.03 - The stewards and members of the Committee shall be employees of the Corporation. The Union shall advise the Corporation of the names of its officers, the stewards and members of its Grievance and Bargaining Committees and any changes thereto.

- 7.04 - Meetings between the Corporation and Union Committees shall be held at times mutually agreeable to both parties. However, such meetings must be held not later than thirty (30) calendar days after the request has been given.
- 7.05 - Any employee elected or appointed to represent the Union in dealings with the Corporation shall be granted leave-of-absence without loss of normal pay sufficient to attend to the business for which the leave is requested, provided such leave does not seriously interfere with the efficiency of operation of the Department.
- 7.06 - It is understood that a Steward has his/her regular work to perform on behalf of the Corporation and that he/she will not leave his/her work without first obtaining permission from his/her immediate supervisor exempt from the scope of the bargaining unit. Such permission shall not be unreasonably withheld.
- 7.07 - The Union shall have the right at any time to have any assistance when dealing or negotiating with the Corporation and the Corporation shall have the right to have any assistance when dealing or negotiating with the Union.

ARTICLE 8 - SENIORITY

- 8.01 - In all cases of promotions, demotions, transfers and recalls, seniority shall be the governing factor provided the senior employee is qualified and competent to do the work.
- 8.02 - (a) The Corporation shall prepare annually in January of each year a list of all employees covered by this Agreement. Such list shall include: the name, classification, and seniority date of the employees in the bargaining unit as at December 31, 1981, based on the length of service with the Corporation. Effective January 1, 1982, all employees entering the bargaining unit shall be placed on such list and his/her seniority shall be based on the length of service in the bargaining unit. A copy of this seniority list shall be provided to the Union in January of each year and copies posted on the Corporation bulletin boards.
- (b) Protests with regard to the above mentioned list shall be submitted, in writing, to the Director of Human Resources within thirty (30) calendar days of the date the list is posted on the Corporation's bulletin boards. When proof of error is presented by

the employee or his representative, such error will be corrected and when so corrected the agreed upon correction date shall be final. Once the seniority standing of an employee is confirmed by the posting of the seniority list, no further requests for changes to the seniority standing shall be made.

The Union shall be notified immediately in writing of any protest concerning the posted seniority **list**.

When an employee is absent from work for the entire thirty (30) calendar day period mentioned above, he may protest his seniority standing within the first thirty (30) calendar days following his/her return to work.

- 8.03 - (a) (i) If an employee accepts a permanent position outside the bargaining unit. he/she shall retain his/her seniority acquired to the date of leaving the unit including a probationary period of six (6) months and he/she will not accumulate any further seniority beyond this period of six (6) months. Upon the expiration of the six (6) month probationary period,

the employee shall lose all bargaining unit seniority rights. The employer shall notify the employee and the Union, in writing, a minimum of thirty (30) days before the expiration of the six (6) month probationary period in order to ensure that the employee is fully aware of the terms of this clause.

- (a) (ii) If an employee accepts a temporary position or relieves in a position outside the bargaining unit for a period of six (6) months in any twelve (12) month period he/she shall retain his/her seniority acquired to the date of leaving the unit including the above mentioned six (6) month period and he/she will not accumulate any further seniority beyond this period of six (6) months. If the employee returns to the bargaining unit within twenty-eight (28) months of leaving he/she shall be placed in a position consistent with his/her revised seniority. However, such return shall not result in a lay-off or bumping of any employee holding greater seniority. At the expiration of the twenty-eight (28) month period of temporary relief, the employee shall lose all seniority rights.

The employer shall notify the employee and the Union, in writing, a minimum of thirty (30) days before the expiration of the twenty-eight (28) month period in order to ensure that the employee is fully aware of the terms of this clause.

(a) (iii) The employer shall notify the Union, in writing, of all appointments with respect to 8.03 (a) (i) and 8.03 (a) (ii).

(b) No employee shall be transferred to a position outside the bargaining unit without his/her consent.

8.04 - Except as provided in Clause 19.02 and 19.03, an employee absent from work because of illness, accident, lay-off or leave-of-absence approved by the Corporation shall not lose seniority rights. He shall only lose seniority in the event.

(1) He is discharged for just cause and is not reinstated,

(2) He resigns;

- (3) He is on lay-off and fails to return to work from a lay-off within fourteen (14) calendar days after notification by Registered Mail at his last known address on the Corporation's records. It shall be the responsibility of the employee to keep the Corporation informed of his current address:
- (4) He is laid off for a continuous period exceeding one (1) year calculated from the date of lay-off;
- (5) He fails to return to work on the first regular work day following the expiration of a leave-of-absence without providing a valid reason for his failure to do so;
- (6) He is absent from work more than three (3) consecutive work days without notifying his immediate Department Head, or fails to provide a valid reason for his failure to do so.

8.05 - An employee whose service with the corporation is interrupted to serve with the Canadian Armed Forces during a time of hostility shall be considered to be on leave-of-absence without pay. Seniority earned to the commencement of the leave-of-absence

shall be retained and the employee shall continue to accumulate seniority during this term of service with the Forces, provided such seniority rights are asserted within ninety (90) days of his discharge.

ARTICLE 9 - LAY-OFFS AND RECALLS

- 9.01 -** Lay-off and Recall Procedure: Both parties recognize that job security for employees shall be increased in proportion to length of service. Therefore, in the event of a lay-off, employees in each classification shall be laid off in the reverse order of their seniority. An employee designated to be laid off shall have recourse to the bumping procedure, provided that he is capable of performing the work in the classification into which he is bumping.
- 9.02 -** Employees shall be recalled in the order of their seniority, provided the employee being recalled is qualified to perform the work available.
- 9.03 -** No new employees shall be hired until those laid off have been given an opportunity of recall, provided the employee being recalled is qualified to perform the work available.

- 9.04 - Unless legislation is more favourable to an employee, the Corporation shall provide an employee about to be laid off with at least ten (10) working days' notice prior to the effective date of lay-off. If the employee has not had the opportunity to work this period of notice of lay-off, he shall be paid in lieu of work for that part of the notice during which work was not made available to him.
- 9.05 - In order that the operations of the Union will not become disorganized when lay-offs are made, members of the local Executive Board, Chief Steward and Stewards shall be the last persons laid off in their respective classifications during their terms of office.

ARTICLE 10 • JOB POSTING

- 10.01 - New positions and vacancies which the Corporation intends to fill shall be posted on bulletin boards for a period of seven (7) calendar days excluding any statutory holidays. Employees included in Appendix "A" shall not be eligible to apply for temporary positions occurring in Appendix "B" and employees included in Appendix "B" shall not be eligible to apply for temporary positions occurring in Appendix "A". If no suitable candidate applies, the job may be

employees or by new hirings.

- 10.02 - The postings shall show the classification vacant, the days of work, and the hours of work, and the minimum requirements of the job and the wages to be paid. Where the vacancy is of a temporary nature, the job posting shall show the anticipated duration of the vacancy. All job postings shall state "this position is open to male and female applicants."
- 10.03 - (a) An employee who wishes to apply for any posted vacancy or new position shall make application, in writing, to the Director of Human Resources on forms supplied by the Corporation for this purpose during the period of seven (7) calendar days mentioned in 10.01 and shall set out his education, if required, skills and qualifications in his application. Upon filling the posted position, the Corporation shall post the name of the successful applicant.
- (b) Successful applicants for a bulletined position shall not be eligible to apply for any subsequent position vacancies of a temporary nature until such time as he has completed three (3) months service in the

new position. This restriction shall not apply if the temporary vacancy is in a classification providing a greater rate of pay than that currently being received by the employee.

- 10.04 - The Corporation shall not be prevented from temporarily filling any position during the initial and subsequent posting periods.
- 10.05 - In this Article, vacancies shall mean those vacancies anticipated to extend beyond thirty (30) calendar days.
- 10.06 - An employee accepted for a posted position shall be placed in the position for a trial period of thirty (30) days maximum. If his performance is judged unsatisfactory by the Corporation during this period, he shall be reverted to his former classification, department and rate, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement. During the trial period, the employee shall be provided a reasonable opportunity to familiarize himself with the job.
- 10.07 - An employee reserves the right to revert to his previous job classification, department and rate within the thirty (30) day trial period.

- 10.08 - The thirty (30) day trial period may be extended by agreement of the parties concerned.
- 10.09 - An employee who applies for a temporary position and is accepted shall, upon completion of the temporary work, revert to his former classification and rate, as shall any other employee who was promoted or transferred by reason of such placement.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 - It is agreed that all grievances shall be taken up as promptly as possible after the matter of occurrence giving rise to such grievances. Further, it is agreed that no employee or group of employees shall be permitted to take a grievance to Council or any member of Council.
- 11.02 - **STAGE 1:** The employee concerned, together with his steward, shall take up any grievance with his immediate supervisor within ten (10) working days of the event upon which the grievance is based. The supervisor will give his decision within five (5) working days.

STAGE 2: If not settled at Stage 1, the grievance may, within two (2) working days, be

submitted by the Grievance Committee, together with the employee concerned, to the Department Head or his designated representative, who shall reply within two (2) working days.

STAGE 3: If not then settled, the Grievance Committee, accompanied by the employee, shall within five (5) working days take the matter up with the Chief Administrative Officer and the Director of Human Resources at which time a written statement of the grievance and the decisions in the preceding stages of the procedure shall be tabled. Failing settlement within thirty (30) days, the matter may then be referred to Arbitration as hereinafter provided.

- 11.03 -** In the event of a group of employees (five (5) or more) having similar alleged grievances, they shall be taken up by the Grievance Committee starting at Stage 2.
- 11.04 -** Any difference arising directly between the Union and the Corporation concerning the interpretation or violation of the terms or provisions of this agreement may be submitted by either party to the other at Stage 2.

- 11.05** - In determining the time within which any step is to be taken under the foregoing provisions of this Article: Saturdays, Sundays and paid holidays shall be excluded. Any and all time limits fixed by this Article may at any time be extended by agreement in writing between the Corporation and the Union.
- 11.06** • At any stage of the Grievance procedure, including Arbitration, conferring parties may have the assistance of the employees concerned and any necessary witnesses and all reasonable arrangements shall be made to permit the conferring parties to have access to the Department to view disputed operations and to confer with the necessary witnesses.
- 11.07** - When a grievance which affects an employee's rate of pay is settled in his favour, it shall be made retroactive to the time the incident occurred.
- 11.08** - All grievance submissions and replies shall be in writing at all stages.
- 11.09** - The Corporation shall supply the necessary facilities for the grievance meetings.

ARTICLE 12 • ARBITRATION

- 12.01 When either party requests that a grievance be submitted to Arbitration, the request shall be made within ten (10) working days following the Chief Administrative Officer's reply at Stage 3 by Registered Mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by Registered Mail, indicating the name and address of its appointee to the Arbitration Board. The two (2) Arbitrators shall then meet to select an impartial Chairman.
- 12.02 If the recipient of the Notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairman within seven (7) days of the appointment, the appointment **shall** be made by the Minister of Labour upon the request of either party.
- 12.03 - The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference or allegation and render a decision within forty-five (45) days following completion of the hearing.

- 12.04** - The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall a Board of Arbitration have the power to change this agreement, or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.
- 12.05** - Each party shall pay: **1.** The fees and expenses of the Arbitrator it appoints; **2.** One-half of the fees and expenses of the Chairman.
- 12.06** - The time limits fixed in the Arbitration procedure may be extended by consent of the parties.
- 12.07** - Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 13 - DISCHARGES **CASES**

- 13.01 - No employee shall be discharged, suspended or disciplined without just cause. Such employee and the Union shall be advised promptly in writing by the Corporation of the reason for such action.
- 13.02 - Should it be found, upon investigation, that an employee has been unjustly discharged, suspended, or disciplined, such employee shall be immediately reinstated in his former position, without **loss** of seniority rating, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge, suspension or discipline, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a Board.
- 13.03 - In instances when an employee has been issued a written warning for a violation considered by the Corporation to be of a minor nature and no further disciplinary action is required during the following twelve (12) month period, such written warning shall be stricken from the employee's record and will not be used by the Corporation when considering any future disciplinary action.

ARTICLE 14 - HOURS OF WORK

14.01 (a) The hours of work for all employees covered by this agreement shall be as set out in the following schedule:

EMPLOYEES	HOURS	DAYS
(i) All employees (except as herein-after provided)	8 hours per day between 0730 hrs. and 1600 hrs. with one-half hour for lunch	5 days a week, Monday to Friday, inclusive
(ii) Salaried employees (excluding E.D.P. personnel, Public Works and Parks & Recreation salaried personnel at Lee Park, Engineering and Survey Field Staff, and personnel assigned to trouble crews)	7 hours per day between 0830 hrs. and 1630 hrs. with one hour off for lunch	5 days per week, Monday to Friday, inclusive

(iii) E.D.P. Input/
Clerk Operator

SHIFT A:

7 hours per day 0730 hrs.
to 1530 hrs. with one hour
for lunch

5 days per week, Mon.
to Friday, inclusive

SHIFT B:

7 hours per day 1130 hrs.
to 1930 hrs. with one hour
for dinner

5 days per week, Mon.
to Friday, inclusive

(iv) (a) Clerk-Steno
Public Works Office

7 hours per day, 0800 hrs.
to 1600 hrs. with one hour
for lunch

5 days per week, Mon.
to Friday, inclusive

(iv) (b) Dispatch/Public
Works Office

SHIFT A:

0800 hrs. to 1700 hrs.

Monday to Friday,
inclusive

SHIFT B:

1700 hrs. to 0100 hrs.

Monday, Tuesday,
Wednesday

0700 hrs. to 1500 hrs.

Saturday, Sunday

SHIFT C:

0730 hrs. to 1600 hrs.

1700 hrs. to 0100 hrs.

1500 hrs. to 0100 hrs.

(overtime not applicable)

1500 hrs. to 2000 hrs.

Wednesday

Thursday, Friday

Saturday

Sunday

(v) Arena Employees

8 hour shifts

5 consecutive shifts per week Sunday to Saturday inclusive, with a full rotation of shifts.

(vi) Transit Operators

In accordance with transit schedules which may vary from time to time as transit schedules are revised. Notwithstanding the above, the parties agree that the regular hours of work for Transit Operators shall not be less than 38.5

Any 5 days per week Sunday to Saturday inclusive, with a full rotation of shifts.

hours per week, on average,
over the full rotation of
crews.

(vii) Spareboard
Transit Driver

In accordance with
Schedules established
from time to time

As scheduled

(viii) Labourers-
Downtown Clean-up

SHIFT A:
0400 hrs. to 1200 hrs.

Sunday to Thursday,
inclusive

SHIFT B:
0400 hrs. to 1200 hrs.

Tuesday to Saturday,
inclusive

(ix) Pumphouse

8 hour shifts at such
hours as the Pumphouse
Supervisor shall direct,
full rotation of shifts

Any 5 consecutive days
per week, Sunday to
Saturday, inclusive

(x) Fire Department
Dispatcher

In accordance with the
shift schedule establish-
ed by the Fire Chief

Per shift schedule

(xi) Labourer
Landfill Site

0730 hrs. to 1600 hrs.
with one-half hour for
lunch

5 days a week -
Monday to Friday,
inclusive

(xii) Labourers -
Mechanical Shop -
washing buses

SHIFT A:
2200 hrs. to 0600 hrs

Sunday to Thursday,
inclusive

SHIFT B:
2200 hrs. to 0600 hrs.

Tuesday to Saturday,
inclusive

SHIFT C:
2200 hrs. to 0600 hrs.

Friday to Tuesday,
inclusive

(xiii) Labourers -
Mechanical Shop -
(maximum 3 per shift)

SHIFT A:
0800 hrs. to 1700 hrs.
1100 hrs. to 1900 hrs.
1600 hrs. to 2400 hrs.

Saturday
Sunday
Monday to Wednesday,
inclusive

(xiv) Licensed
Mechanics (1 per shin)

SHIFT B:
1700 hrs. to 0100 hrs.

Monday to Friday,
inclusive

SHIFT C:
1700 hrs. to 0100 hrs.

Tuesday to Saturday,
inclusive

SHIFT A:
0500 hrs. to 1300 hrs.

Tuesday to Saturday,
inclusive

SHIFT E:
2400 hrs. to 0800 hrs.

Monday to Friday,
inclusive

SHIFT C:
0600 hrs. to 1400 hrs.
0500 hrs. to 1300 hrs.
0730 hrs. to 1600 hrs.

Sunday
Monday
Tuesday to Thursday,
inclusive

SHIFT D:
1600 hrs. to 2400 hrs.

Tuesday to Saturday,
inclusive

SHIFT E:
1700 hrs. to 0100 hrs.

Monday to Friday,
inclusive

(xv) Mechanical
Department Chargehand

1600 hrs. to 2400 hrs.

Monday to Friday.
inclusive

(xvi) Trouble crews
shall include the
following personnel and
additional personnel
mutually agreed upon

As indicated below

Any 5 consecutive
shifts per week, which
may include Saturday
or Sunday or both

(3) Truck drivers over
18,000 GVW (one per
shift) salting and
sanding - seasonal

0800 hrs. to 1700 hrs.
1600 hrs. to 2400 hrs.
2400 hrs. to 0800 hrs.

(3) Labourers-
Downtown clean-up

(3) to be bulletined
as required

(2)Street Sweeper Operator and Side- walk Sweeper Operator (one per shift)	2400 hrs. - 0800 hrs. 0400 hrs. - 1200 hrs.
(2)Sewer and Water personnel checking pumping stations	0730 hrs. - 1600 hrs.
(6)Sewer and Water personnel (2) per shift checking complaints	0800 hrs. - 1700 hrs. 1600 hrs. - 2400 hrs. 2400 hrs. - 0800 hrs.
(1)Truck Driver (Parks & Recreation Department)	0730 hrs. - 1600 hrs.
(2)Labourers (Parks & Recreation Department)	0730 hrs. - 1600 hrs.

- 14.01 • (b) The hours of work for Arena Maintenance employees during periods when ice is not in the arenas shall be 0730 to 1600 hours with one-half (1/2) hour off for lunch.
- 14.02 • In the Sewer and Water, Roads, Mechanical Shop, Arenas and the Parks and Recreation Division, the various shifts shall be bulletined and, subject to the Corporation's decision as to capability for the position, employees shall have the right to select shifts in accordance with seniority, provided that thereafter changes in shifts can be made only upon the shift being again bulletined or by mutual consent between the Corporation and the Union.
- 14.03 • Rest Period (excluding Transit Operators) • two (2) fifteen (15) minute break periods shall be allowed daily. On the day shift, one (1) break period between the hours of 1000 hrs. and 1030 hrs. and the other between the hours of 1400 hrs. and 1500 hrs.

In addition to his regular daily wage, each Transit Operator shall receive an additional thirty (30) minutes pay at his regular hourly rate in lieu of the foregoing Rest Period.

- 14.04 • An employee who reports for work on a scheduled working day and is sent home

because of inclement weather shall be guaranteed eight (8) hours pay at his regular rate.

- 14.05 - In addition to his regular daily wage rate, each Transit Operator shall receive an additional thirty (30) minutes pay at his regular hourly rate as compensation for travel time and report time. Travel and report time shall not be payable for any shift for which the employee does not report to work.
- 14.06 - The Corporation agrees to provide prompt transportation for Transit Operators between the **Public** Works Yard and other locations for shifts starting or finishing in locations other than the City Yard.
- 14.07 - The Corporation will endeavour to eliminate split-shifts wherever practical, in consultation with the Union. If split-shifts are necessary, however, a **\$.30** an hour premium **will** be paid for all hours worked on the second half of the split-shift when the split is for one **and** a half (1-1/2) hours or longer.
- 14.08 - With either the purchase of new equipment or different types of equipment, operators required to train on such equipment will be paid

at their regular hourly rate of pay while so training.

- 14.09 - No Transit Operator shall be required to work overtime after completing his regular assignment except in the case of an emergency.
- 14.10 - When any scheduled run is not completed because of failure or shortage of equipment, the operator shall be allowed full scheduled time for that day with pay.
- 14.11 - An operator will forfeit work for any day when he fails to report for work on time or fails to advise the Transit Foreman a minimum of thirty (30) minutes prior to the commencement of his shift that he expects to be late.

In instances when an operator advised **the** Transit Foreman a minimum of thirty (30) minutes prior to the commencement of his shift that he expects to be late, the Transit Foreman may, at his discretion, assign a replacement until a scheduled operator ~~is~~ available; provided, however, that the scheduled operator is not expected to be more than one (1) hour late, otherwise the scheduled operator will forfeit work for the day.

- 14.12 - In instances when a transit employee has been off work due to illness or injury, he shall provide the Transit Foreman with a minimum of eight (8) hours notice prior to his reporting back to work. Failure to provide such notice may result in a loss of the shift and pay.

ARTICLE 15 - OVERTIME

- 15.01 - (a) An employee shall receive the overtime rate of time and one-half (~~1-1/2X~~) his basic wage rate for all hours worked:
1. In excess of eight (8) hours per day, except that salaried employees regularly working seven (7) hours per day shall be paid overtime for all hours worked in excess of seven (7) hours per day;
 2. On Saturday and Sunday, if not part of the regular scheduled work week;
 3. On days in excess of his scheduled work days when on a continuous seven (7) day operation.
- (b) Subject to the mutual agreement of the employee and the Department Head

concerned, a salaried employee may select any one of the following optional methods of payment of overtime:

1. Payment as outlined in Clause 15.01 of this Agreement;
2. Time and one-half (1-1/2X) off in lieu of overtime pay;
3. Any combination of (1) and (2) which does not exceed the equivalent of time and one-half (1-1/2X).

(c) An **hourly** rated employee may select any one of the following methods of payment of overtime:

1. Payment as outlined in Clause 15.01 (a) of this Agreement; or
2. Time off in lieu of payment.

The employee may accumulate overtime to a **maximum** equivalent of one hundred (100) hours pay at straight time and draw against such credits to provide time off with pay. The scheduling of time off in lieu of payment shall be subject to the mutual agreement of the employee and his supervisor.

Accumulated overtime must be used during the year in which it is earned. Any credits standing to the employee's account after December 1st of each year will be paid out in the next pay period.

In cases where the overtime worked by an employee on any **one** occasion is for a period of less than two (2) hours, such overtime will be paid pursuant to Clause 15.01(a) and the employee shall not have the option of accumulating such overtime.

- 15.02 - If called to work after regular hours, an employee shall be required to do only such emergency work as called for, or other emergency work that shall develop, and shall receive time and one-half (1-1/2X) for such hours worked, with a minimum of four (4) hours at regular rate, and shall not be required to lay off in regular hours to equalize such overtime.
- 15.03 - Minimum Call In - If called in for duty two (2) or less hours prior to regular starting time, employees shall receive time and one-half (1-1/2X) for such time worked with a minimum of one and one-half (1-1/2) hours at regular rates and shall not be required to lay off regular hours to equalize such time worked.

- 15.04 - Sharing of Overtime -** Overtime work will be distributed as equitably as possible among those qualified employees normally performing such work.
- 15.05 - Overtime During Lay-offs -** There shall be no extended amount of overtime worked in any operation while there are employees on lay-off who are qualified to perform the work available.
- 15.06 - (a) Duty System -** The Operations Manager and the Parks and Recreation Foreman may designate certain employees to be available on the duty system during each seven (7) day period to make service calls out of regular working hours during such period. Such employees shall be paid twelve **(12)** hours of pay at the regular rate for being available during such period. In addition, they shall be paid at their regular rates for all time actually spent on call-outs, with a minimum of two (2) hours pay for each call-out. In the event that any such call-out shall be for a period of more than two **(2)** hours, it shall be paid at one and one-half times **(1-1/2X)** their regular rates.
- (b) An Employee on call on a statutory holiday listed in Article 17.01 shall receive double**

time the regular rates for all time actually spent on call-outs, with a minimum of two (2) hours at double time for each call-out.

- 15.07 - Employees required to work more than two (2) hours over-time continuous with their regular day or shift shall be provided with a paid meal period not to exceed thirty (30) minutes.
- 15.08 - Where practical, overtime shall be given to Bargaining Unit employees before Non-Bargaining Unit employees are considered.
- 15.09 - Transit employees required to work approved overtime as a result of running late due to **bonafide** operational situations shall be paid in accordance with the terms of the Collective Agreement. Such time shall be accumulated and paid **bi-weekly**.

ARTICLE 16 • SHIFT PREMIUMS

- 16.01 • Shift premiums shall be payable to all **employees** except the Pumphouse Person classification as follows:
 - (A) For employees on twenty-four (24) hour rotating shifts:

- (i) **\$.50** per hour for each hour worked on the second shift (evening) for which the employee is not entitled to overtime.
 - (ii) **\$.60** per hour for each hour worked on the third shift (graveyard) for which the employee is not entitled to overtime.
- (B) For employees working shifts other than regular day shifts:
- (i) **\$.50** per hour for each hour worked outside of the regular work hours for the department (from the normal quitting time until midnight) for which the employee is not entitled to over- time.
 - (ii) **\$.60** per hour for each hour worked between midnight and the regular day shift start time for the department for which the employee is not entitled to overtime.
- (C) For transit employees:
- (i) **\$.50** per hour for all hours worked between **1600** hours and **2400** hours for which the employee is not entitled to overtime.

(ii) **\$.60** per hour for all hours worked between **2400** hours and **0800** hours for which the employee is not entitled to overtime.

(D) **\$.60** per hour for all hours worked on Sunday for which the employee is not entitled to overtime.

16.02 - If an employee's regular scheduled shift is changed by the Corporation without forty-eight (48) hours prior notice to the employee, he shall be paid at the rate of time and one-half (~~1-1/2X~~) his regular rate for each hour of the first shift worked.

16.03 - A bulletin notice indicating the shift change and effective date shall be deemed to be sufficient notice to the employee.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 - For purposes of this Agreement, the term "Holiday" shall include:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day

Victoria Day
Dominion Day
Civic Holiday

Christmas Day
Boxing Day

And any other day proclaimed by the Dominion, Provincial or Municipal Government as a holiday.

- 17.02** - Each employee shall be entitled to a holiday with pay on each of the days listed in Clause **17.01**, or a day declared in lieu thereof, or shall receive the equivalent of his regular day's pay therefore, provided he works the scheduled working day immediately preceding and following the holiday, unless absence is due to verified illness, death in the immediate family, or when the Department Head has granted permission of absence, in writing, for the day.
- 17.03** - Employees absent from work due to lay-off or leave-of-absence in excess of five (5) consecutive working days shall not be entitled to receive pay for any "Holidays" occurring during this period of absence.
- 17.04** - An employee who is scheduled to work on the day of the holiday and who works on such paid holiday, shall receive, in addition to the pay provided in **17.02**, two **(2)** times his regular

wage rate for all hours worked on the holiday. It is agreed, however, that Arena employees will be paid, in addition to their regular pay for the day, their regular hourly rate for all hours worked on Boxing Day, Good Friday and Remembrance Day and, in addition, they shall receive a day off with pay, at a later date, in lieu of the holiday.

- 17.05 - The Corporation agrees that an employee scheduled to work on a Statutory Holiday may, with the approval of his immediate supervisor, book-off the shift(s) provided he gives a minimum of fourteen (14) calendar days' notice. In such instances, a notice of the shift(s) available will be posted in the department for a period of forty-eight (48) hours following the date for giving notice. The available shift(s) shall then be awarded in accordance with Article 15.04 of the collective agreement. Should no suitable applicants apply, a junior employee qualified to perform the work shall be assigned to the shift(s).

ARTICLE 18 - VACATIONS

- 18.01 - Employees shall be granted vacations with pay in accordance with the following schedules:

After one (1) completed year of service... two (2) weeks.

After two (2) consecutive completed years of service...three (3) weeks.

After ten (10) consecutive completed years of service...four (4) weeks.

After fifteen (15) consecutive completed years of service...five (5) weeks.

After twenty-four (24) consecutive completed years of service...six (6) weeks.

18.02 - Vacation pay shall be paid at the Employee's **salary**/ wage rate at the time of vacation. Such rate shall not include overtime pay, call-out pay, or shift differential pay except that in a case of an employee whose regular rate of pay includes the shift differential, such differential shall not be excluded in calculating his Vacation Pay. An employee leaving the service at any time after his anniversary date before he has had his vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. When an employee dies, his Estate **shall** be credited with the value of vacation credits owing him.

- 18.03 - If a holiday as listed in Clause 17.01 falls, or is observed, during an employee's vacation period, he shall be granted an additional day's vacation with pay for each such holiday in addition to his regular vacation time.
- 18.04 • A schedule of vacations shall be drawn up and approved by the Corporation and a representative appointed by the Union employees. The schedule is to be drawn up so as to interfere as little as possible with the work of the Corporation. Once the vacation schedule has been agreed, it shall not be changed without prior consultation with the Union.
- 18.05 - Employees shall not accrue vacation entitlement during periods of personal leave-of-absence or lay-off extending beyond thirty (30) consecutive days. It is agreed, however, that an employee on maternity leave who returns to regular employment upon completion of such leave shall be credited with the vacation credits she would have earned had she worked during the period of leave.
- 18.06 - An employee may, upon giving at least three (3) days notice, receive on the last office day preceding commencement of his annual vacation, an advance on any pay cheque which may fall during the period of his vacation.

18.07 - An employee shall be entitled to carry over vacations from one year to the next provided that such carry over does not exceed **50%** of the employee's normal annual vacation entitlement.

ARTICLE 19 - SICK LEAVE

19.01 - It is agreed and understood by the parties hereto that By-law **No. 2431** (copy attached as Appendix "C"), which provides for sick leave credits, shall apply to all employees covered by this Agreement and forms an integral part of this Agreement.

19.02 - Where an employee has used up all his sick pay credits and, through illness, is unable to carry out his ordinary duties and has not been retired on pension, he will be placed on a ~~leave-of-absence~~, during which period he will not receive pay, long service pay, vacation pay, statutory holiday pay or sick pay credits but such employee shall continue to accumulate seniority. Such ~~leave-of-absence~~ shall be limited to a period equal to the employee's accumulated seniority at the commencement of the ~~leave-of-absence~~ or a period of two **(2)** years, whichever is the lesser. If the employee

is not able to return to work upon expiration of the leave-of-absence, his employment shall be terminated.

- 19.03 - An employee receiving Long Term Disability benefits shall have the right to reclaim the job he was performing at the onset of disability or if this job is no longer available, a comparable job at a comparable rate of pay, during the two (2) year period commencing with the onset of disability. If the employee is still not able to return to work on expiration of the twenty-eight (28) month period, **his** employment shall be terminated.

ARTICLE 20 • LEAVE-OF-ABSENCE

- 20.01 - (a) Employees elected or appointed to represent the Union at a conference, convention, or on other union business, shall be granted leave-of-absence, without loss of seniority and without pay, sufficient to attend to the business for which leave is requested, provided:

- (1) such leave is requested, in writing, by the Union not later than one (1) week before such leave is required; and

(2) such leave does not seriously reduce the efficiency of the department; and

(3) such total accumulated leave does not exceed sixty (60) man days per year.

20.01 - (b) Employees granted a leave for Union business under this article shall receive their normal pay for the period of leave-of-absence. The Corporation will bill the Union for all wages and for the benefits outlined in Clauses 26.01 and 26.02 provided the employee during the leave-of-absence. The Union shall reimburse the Employer within thirty (30) days following its receipt of the invoice.

20.02 - Employees shall be granted leave-of-absence without loss of pay for the purpose of attending the funeral of a member of his or her family. Such leave-of-absence shall not exceed three (3) days duration.

Family shall include: spouse, common-law spouse, child, step-child, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, stepparent, sister, brother, grandparents, sister-in-law, brother-in-law and grandchild.

- 20.03 - The Corporation shall pay an employee who is required to serve as a juror or witness under Subpoena the difference between his normal earnings and the payment he received for such service, excluding payments for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.
- 20.04 - An employee may be provided time off with pay for the purpose of attending swearing-in ceremonies in order to obtain his Canadian Citizenship
- 20.05 An employee may be provided, at the discretion of the Corporation, leave-of-absence with pay to write examinations to upgrade his employment qualifications.
- 20.06 - With the consent of the City Administrator, an employee may be granted leave-of-absence, without pay. Such employee shall not be permitted to accept any other employment during said leave-of-absence.
- 20.07 - Employees shall be provided with three (3) consecutive hours for the purpose of voting in a Provincial or Municipal Election or Referendum or four (4) hours for the purpose of voting in a

Federal Election. Such additional time shall be given at the convenience of the Corporation as may be necessary to provide for such hours while the Polls are open. An employee shall suffer no loss of pay for such absence.

ARTICLE 21 - PAYMENT OF WAGES

- 21.01** - The Corporation shall pay salaries and wanes **bi-weekly** on every second Thursday, in accordance with the rates set forth and forming part of this Agreement. In the event that payroll cheques are not available on a Thursday due to circumstances beyond the Corporation's control, payment shall be made no later than Friday of the same week. Pay cheques shall be distributed to employees in a sealed envelope.
- 21.02** - When an employee is temporarily assigned to relieve in or perform the duties of a higher paying position at a flat rate of pay. he shall receive the rate for the job. If the period of relief has a duration of four (4) hours or more, the employee shall receive the higher rate for the regularly scheduled shift.
- 21.03** - When an hourly rated or salaried employee is assigned to, or is directed to relieve in excess of one (1) hour in any one (1) day on a job within

the bargaining unit for which a salary range has been established, he shall receive the next immediate rate in the salary range which is greater than his regular rate, or his regular rate whichever is the greater for the period of the relief.

- 21.04 - (a) When a salaried employee is directed to relieve in a job outside the bargaining unit for a period of one (1) day or longer, the employee shall receive the greater of a minimum rate of pay for the position or his/her regular rate plus an additional sixty cents (\$.60) per hour, for the full period of the relief. The employee shall qualify for any pay increments based on length of continuous service in the temporary assignment.
- (b) When an hourly rated employee is directed to relieve in a job outside the bargaining unit, the employee shall receive the greater of the minimum rate of pay for the position or his/her regular rate plus an additional sixty cents (\$.60) per hour , for the full period of relief. The employee shall also qualify for any pay increments based on length of continuous service in the temporary assignment.

- 21.05** - Where the temporary position is outside the bargaining unit, the employee shall be deemed to be covered by the collective agreement during the period of temporary transfer.
- 21.06** - A salaried employee who is the successful applicant for a higher paying salaried position shall, as a minimum, maintain their existing salary rate for the position being vacated until such time as the employee has completed the service requirements in the new position to allow advancement to the next increment level providing an increase.

ARTICLE 22 - JOB CLASSIFICATION

- 22.01** - When a new position is created or an existing position reclassified, the employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it shall become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the employer and negotiations will then take place between the parties in an effort to establish a rate which is mutually satisfactory. If the parties are unable to reach agreement, the matter shall be submitted to Arbitration. The new rate shall apply retroactively to the time the position was first filled by the employee.

22.02 - The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union.

ARTICLE 23 - SUPPLEMENTATION OF COMPENSATION AWARD

23.01 - An employee prevented from performing his regular work with the Corporation due to an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall receive his regular salary from the Corporation for a period of nine (9) months for the same compensable accident, after which time the employee's Sick Leave Credits shall be utilized in making up any difference between the Workers' Compensation Board payments and his regular pay. Such payments by the Corporation shall continue only while the employee is receiving temporary disability compensation from the Board and shall terminate at such time as the employee's Sick Leave is exhausted, or an award for permanent total disability or permanent partial disability is made to the employee by the Board, or when the employee returns to active employment,

whichever should occur first. In consideration of the foregoing, the employee shall turn over to the Corporation all temporary disability compensation payments received from the Workers' Compensation Board.

23.02 - An employee receiving temporary or permanent disability benefits from the Workers' Compensation Board in consideration of an illness or injury sustained while employed by the employer shall have the right to reclaim the job being performed at the onset of disability or if this job is no longer available a comparable job at a comparable rate of pay. Such employees shall also be entitled to have their participation continued in the Employer's Group Benefit Plans as set out in Article **26.02** hereto. The employees entitlement to the privileges set forth in this clause shall be limited to a period of **.thirty-six (36)** months from the onset of disability. Should the employee be unable to resume his/her regular duties prior to the expiration of the **thirty-six (36)** month period his/her employment and participation in the Employee Group Benefit Plans will be terminated.

Notwithstanding the above the parties acknowledge their mutual obligation not to

discriminate against any person with a handicap, as defined in the Ontario Human Rights Code, 1981, as amended.

ARTICLE 24 • LONG SERVICE PAY

24.01 • In recognition of the principle that a long service employee is of increased value to the Corporation through his acquired knowledge and experience, the Corporation agrees to Long Service Pay in accordance with the following schedule:

After 5 consecutive years of service - \$150.00
per year

After 10 consecutive years of service - \$200.00
per year

After 15 consecutive years of service - \$250.00
per year

After 20 consecutive years of service - \$300.00
per year

After 25 consecutive years of service - \$350.00
per year

24.02 • Long Service Pay shall be payable during the month of December in each year to any person who becomes entitled to service pay in that calendar year.

ARTICLE 25 - SAFETY

- 25.01** - Essential and necessary tools, safety equipment and protective clothing shall be supplied when and where needed. The employee shall be responsible for using the tools and safety equipment provided and for wearing the protective clothing supplied.
- 25.02** First aid kits shall be kept on all trucks at all times and drivers shall be held responsible for kits and contents and shall report every use to the Foreman.
- 25.03** - When men are employed in excavation work, there shall be a man on the surface of the ground to ensure the safety of the men engaged in the trench and to assist in carrying out the work.
- 25.04** - An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay provided that a doctor or nurse states that the employee is unfit for further work on that shift.

ARTICLE 26 - WELFARE BENEFITS

26.01 - Pension:

- (a) All employees except for those participating in the Investors' Group Trust Pension Plan shall, as a condition of employment, participate in the Ontario Municipal Employees Retirement System. The Corporation and the employees shall make contributions 'in accordance with the provisions of the Plan.
- (b) All employees reaching normal retirement age sixty-five (**65**) years, shall be obliged to retire on the last day of the month after attainment of normal retirement age.
- (c) Effective January **1, 1985**, the Corporation agrees to enter into a Type 1 Supplementary Plan with the Ontario Municipal Employees Retirement Board.
- (d) Concerning those employees formerly employed by the Township of Widdifield who are participating in the Pension Plan registered with Investors Group Trust, the Corporation and the employees will make future contributions to Investors in an

amount equal to that which would be paid **OMERS** if the employees affected were participants in the **OMERS** Plan.

26.02 - (a) The Corporation agrees to provide, upon request the following benefits to all employees:

1. A Group Life Insurance Plan under which the life of each employee will be insured to the extent of two times (2X) the employee's basic annual earnings;
2. An Accidental Death and Dismemberment Plan under which an employee will be insured for a principal sum of two times (2X) the employee's basic annual earnings.
3. A Major Medical Plan, including semi-private hospital coverage and a \$500 maximum benefit for hearing aids during an insured persons lifetime. Deductible of \$10.00 per individual, \$20.00 per family;
4. Ontario Health Insurance Plan or the equivalent Provincial Health Care Plan.

5. A Long Term Disability plan as agreed to by the parties (December 6, 1979 and February 28, 1980) shall be implemented, effective October 1, 1980. The Corporation shall pay one hundred per cent (100%) of the premium costs associated with the above benefits.
- (b) The Corporation, upon request, shall provide the Blue Cross Dental Plan #9, or equivalent to all employees. The Plan shall provide benefits based on the Ontario Dental Association Fee Schedule in effect two (2) years prior to the current schedule. The Corporation will assume responsibility for 100% of the monthly premium.
- (c) Subject to seventy-five per cent (75%) eligible employee participation, the Corporation will implement and administer a Vision Care Plan.

The Plan shall be the Blue Cross \$200/24 months plan or equivalent. The Employer shall be responsible for 50% of the premium cost. The employee's share shall be paid through payroll deductions.

26.03 - The City shall have the right to determine the carrier of the benefits specified in this Article.

All refunds, reductions of premiums, or dividends, etc. relating to contributions made by the City shall become and remain the sole property of the City. Benefits under any such plan or plans shall not be reduced by the City without the consent of the Union.

- 26.04 - (a) An employee absent from work due to illness or injury and not in receipt of Workers' Compensation benefits shall have his coverage for the benefits outlined in Article 26.02 continued for a period of four (4) months from the onset of the disability.
- (b) If upon expiration of the four (4) month period, the employee files a claim for Long Term Disability Benefits and such claim is accepted by the Insurance Underwriter, his participation in the benefit plans will be continued for a further period of two (2) years.
- (c) Upon expiration of the four (4) month period specified in (a) above or the two (2) year period specified in (b) above an employee may continue his participation in these plans by assuming 100% of the premium costs.

(d) If after having been off work for a continuous period of four (4) months due to illness/injury, an employee elects to utilize his/her sick leave credits rather than apply for Long Term Disability Benefits, the employee's participation in the benefits outlined in Clause 26.02 shall continue so long as the employee is in receipt of sick leave benefits and for a further period of up to twenty-four (24) months, if the employee then files a claim for Long Term Disability Benefits and such claim is accepted by the insurer.

26.05 - Each employee shall be fully responsible for notifying the Director of Human Resources, in writing, of any changes in his marital status, dependants or any other changes which might affect the employee's participation in the above Plans.

26.06 - The Employer agrees to continue O.H.I.P. or the equivalent Provincial Health Care Plan and Extended Health Care coverage for retired employees to age 65, when the employee is not otherwise covered. This undertaking shall be subject to the employer's authority under the laws of the Province of Ontario to make such an agreement.

ARTICLE 27 - CLOTHING

- 27.01 - The Corporation is responsible for providing rubber boots, rubber suits, rain-hats and gloves for the employees .of all departments, as circumstances warrant, and for the replacement of worn suits, provided there is no negligence on the employee's part. Wearing apparel which is worn out shall only be replaced by the Corporation upon the issuer being provided with the worn out items to be replaced.
- 27.02 - The Corporation shall provide uniforms to hourly-rated and salary employees requiring same on the following basis:
- (a) Building Inspectors, Stores Clerk, Garage Service Clerk, Warehouse Person, Watermeter Person, Senior Watermeter Person, Engineering Field Staff, Public Works and Parks and Recreation employees: The Corporation shall provide annually three (3) shirts and three (3) trousers, which clothes shall be laundered and maintained by the employee. These employees shall be provided with the option of selecting any combination of coveralls, fatigues or jackets which does not exceed the maximum of three (3) sets.

- (b) Employees in the Mechanical Shops shall, in addition to the above, be provided with three (3) changes of coveralls weekly. Coveralls shall also be provided to other personnel requiring same, at the discretion of the Superintendent.
- (c) Arena Employees: The Corporation shall provide annually work clothes consisting of three (3) shirts, three (3) pairs of trousers, two (2) ties and one (1) Eisenhower-style jacket. Such clothing shall be laundered and maintained by the employee.
- (d) Transit Employees: Commencing in 1987, the Corporation shall provide, biennially to all operators and inspectors, uniforms consisting of: one (1) jacket, three (3) pairs of trousers, four (4) long-sleeved shirts, four (4) short-sleeved shirts, three (3) ties and one (1) sleeveless sweater. The employee shall be provided with the option of selecting summer weight or winter weight trousers, or any combination thereof. In addition to the existing clothing issue, transit employees shall be provided with one winter parka every five years or as required. The parka shall include a zip-in winter liner. Worn out items may be

replaced at the Corporation's discretion. The Corporation agrees to contribute **\$7.50** per pay toward the dry-cleaning of Transit Operator's and Inspector's uniforms. Such allowance to become effective with the first pay following ratification of the Agreement.

27.03 - The Corporation shall reimburse each employee requiring safety footwear or each transit employee requiring approved footwear an amount up to **\$75.00** annually for the purchase of such safety footwear. The employee shall be required to provide a receipt(s) as proof of purchase.

27.04 - The Corporation agrees to provide operators of the Spray Patch Machine (Colax paving machine) with coveralls, boots and gloves.

ARTICLE 28 • TOOL ALLOWANCE

28.01 - As compensation for the use and replacement of personal tools, the Corporation shall pay to each Mechanic, Licensed Bodyman and to each Apprentice Mechanic who has attained Level II of the Apprenticeship program, an annual allowance of **\$250.00**, and to each Carpenter, and Garage Service Clerk, an annual allowance

of \$125.00. This annual allowance will be payable by the Corporation to those eligible by November 1st of each year. Employees who have not completed at least one (1) full year as at November 1st, will receive a prorated allowance.

ARTICLE 29 - STRIKES AND LOCK-OUTS

29.01 - In view of the orderly procedure established by this agreement for the settling of disputes and handling of grievances, the Union agrees that during the life of this agreement there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no partial or complete lock-outs.

29.02 - An employee covered by this Agreement shall have the right to refuse to cross a picket line arising out of a legal strike and failure to cross such picket line shall not be a violation of this agreement or grounds for disciplinary action. Provided that this clause shall not apply to strikes in connection with contracts being performed for the City and provided that the employer shall have the right to require an employee to cross such picket lines to provide essential or emergency service.

ARTICLE 30 - GENERAL

- 30.01 - Abusive and Profane Language:** Persons in authority must refrain from use of abusive language when addressing employees. Employees shall refrain from using profane language in or around dwellings and stores, etc., on the roads, or on the streets during working hours.
- 30.02 - Disabled Employees Preference:** Employees who have become unable to handle heavy work to advantage, owing to age or other good causes, shall be given preference to such light work as is available within his qualifications and is within his physical capability as evidenced by a doctor's certificate.
- 30.03 -** Whenever practicable, the Corporation shall, as the need arises, implement training programs for selected employees so that they shall have the opportunity to improve their job qualifications.
- 30.04 -** The Corporation shall bulletin any training courses for which employees may be selected. The bulletin shall contain the following information: Type of course (subjects and materials to be covered), time, duration,

location of the course and the basic minimum qualifications required by the applicant. Bulletins shall be posted for a period of two (2) weeks on bulletin boards in all departments to afford all interested employees an opportunity to apply for such training. The senior qualified applicant shall be selected.

30.05 - [a) Upon request, and at a time mutually agreed to by the parties, an employee shall have the right to examine his Personnel file and also to respond, in writing, to any document contained therein. Such reply shall become part of the permanent record.

(b) An employee, upon request in writing, shall be provided with copies of any material contained in his personnel file pertaining to performance assessment or disciplinary matters.

30.06 - Whenever the singular or masculine is used in this Agreement, it shall be construed as if the plural or feminine had been used where the context of the Party or Parties thereto so require.

30.07 - Where an employee under the direction of the employer, travels to or attends a training course

or seminar outside his regular hours of work, he shall receive equivalent time off with pay at a time mutually agreed upon between the employee and employer. Such time shall be taken off within thirty (30) days after the training course or seminar.

ARTICLE 31 - MATERNITY LEAVE

- 31.01 • Maternity Leave shall be administered in accordance with the provisions of The Employment Standards Act.
- 31.02 - Every employee who becomes pregnant shall notify the Department Head, in writing, of her pregnancy no less than two (2) months prior to the expected date of termination of her pregnancy as determined by her attending physician.
- 31.03 - It is agreed and understood that an employee returning to work after a pregnancy leave shall provide the Employer with a minimum notice of fourteen (14) calendar days.
- 31.04 - Maternity Leave-of-Absence shall be without pay and without benefits set out in this agreement except as follows:

- (a) The employee's seniority shall continue to accumulate during the period of maternity leave;
- (b) The employee may continue her participation in the benefit plans by paying the full cost of such premiums on or before the first day of the month in which the premiums become due and payable to the Insurer.

ARTICLE 32 - CONDITIONS AND BENEFITS

- 32.01 - All rights, benefits, privileges and working conditions which employees now enjoy. receive or possess as employees of the Corporation shall continue to be enjoyed and possessed insofar as they are consistent with this agreement, but may be modified by mutual agreement between the Corporation and the Union.
- 32.02 - In order to provide job security, it is agreed that none of the work now assigned to and performed by the members of the Bargaining Unit shall be contracted out to others if such contracting out would result in a lessening of the members of the Bargaining Unit employed by the Municipality.

32.03 • An employee shall be given sixty (60) days notice and severance pay ~~on~~ the basis of one (1) week's pay at his regular rate for the position last occupied ~~for~~ every year of employment with the Corporation when the Corporation, by reason of technological change, is unable to provide work for a displaced employee at a comparable rate of pay in a comparable class of work.

ARTICLE 33 - COPIES ~~OF~~ AGREEMENT

33.01 • The Union and Corporation desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the parties agree to share the cost of reproducing this Agreement in small booklet form.

ARTICLE 34 - EQUAL PAY ~~F~~OR EQUAL WORK

34.01 • The principle of equal pay for equal work shall be administered in accordance with the provisions of The Employment Standards Act.

ARTICLE 35 • MILEAGE ALLOWANCE

35.01 • An employee authorized by his Department Head to use his personal automobile in the performance of his duties shall be paid as follows:

0 - 4,000 kms.	- 30.0 cents/km.
4,001 - 10,700 kms.	- 26.0 cents/km.
over 10,700 kms.	- 24.0 cents/km.

Three permanent Engineering inspectors shall be provided with vehicles.

ARTICLE 36 • LEGAL INDEMNIFICATION

36.01 • (a) Subject to the other provisions of this Article, an employee charged with and finally acquitted of a criminal or statutory offence, because of acts done in the attempted performance in good faith of his duties as an employee shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.

(b) Notwithstanding clause (a), the employer may refuse payment otherwise authorized

under clause (a) where the actions of the employee from which the charges arose amounted to a gross dereliction of duty or deliberate abuse of his powers as an employee.

- (c) Where an employee is a defendant in a civil action for damages because of acts done in the attempted performance in good faith of his duties as an employee, he shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:
- (1) Where the Employer is not joined in the action as a party and the Employer does not defend the action on behalf of it and the employee as joint **tortfeasers** at the employer's sole expense.
 - (2) Where the Employer is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Employer and the employee is of the view that it would be improper for him to act for both the employer and the employee in that action.

- (d) An employee whose conduct is called into question in the course of an inquiry under the Coroner's Act because of acts done in the attempted performance in good faith of his duties as an employee shall be indemnified for the necessary and reasonable legal costs incurred in representing his interest in any such inquest in the following circumstances only:
- (1) Where the Employer does not provide counsel to represent the employee at the inquest at the Employer's expense; or
 - (2) Where the counsel provided by the Employer to represent either or both of them along with the employee is of the opinion that it would be improper for him to act for both the Employer and the employee in that action.
- (e) Where an employee intends to apply to the Employer for indemnification hereunder, the employee shall, within ten (10) days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that he will not be represented by counsel retained by the Employer, apply in writing to the Employer

or to the officer designated by the Employer to deal with such applications for approval to retain counsel and approval of the counsel to be so retained.

- (f) Where the Employer elects to provide legal counsel to defend an employee in any legal proceeding covered by this provision, the cost of such counsel is the Employer's responsibility irrespective of the outcome of the proceedings.
- (g) For greater certainty, employees shall not be indemnified for legal costs arising from:
 - (1) grievances or complaints under this collective agreement;
 - (2) the actions or omissions of employees acting in their capacity as private citizens;
 - (3) discipline proceedings by the Employer.
- (h) For the purposes of this provision, an employee shall not be deemed to be "finally acquitted" if, as a result of charges laid, he is subsequently found guilty of, or pleads guilty to, other charges out of the same incident or incidents.

- (i) For the purposes of this provision, "necessary reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the Employer's solicitor, and, in the case of dispute between the solicitor doing the work and the Employer's solicitor, taxation on a solicitor and client basis by a Taxing Officer.

ARTICLE 37 - TERMS OF AGREEMENT

- 37.01 - This agreement shall be binding and remain in effect from January 1, 1991 to December 31, 1991, and **shall** continue from year to year thereafter unless either party gives to the other party notice, in writing, during the period ninety (90) days prior to the 31st day of December in any year that it desires its termination or that it be renegotiated in whole or in part.
- 37.02 However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this agreement.
- 37.03 - In the event that one (1) party to this agreement shall give notice to the other party pursuant to Section 37.01 that it desires to negotiate the

Agreement in whole or in part, the parties to the agreement shall meet at a time mutually agreed upon, however, such meetings shall take place not later than thirty (30) days following the date of notice pursuant to section 37.01 and the parties agree to bargaining in good faith.

37.04 - That Appendices "A", "B", "C", "D" and "E" attached hereto shall be part of this agreement and be binding on the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this 4th day of September, 1991.

SIGNED, SEALED AND DELIVERED
in the Presence of:
THE CORPORATION OF THE
CITY OF NORTH BAY



MAYOR


CLERK

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 122



PRESIDENT


SECRETARY

APPENDIX "A"

TO THE AGREEMENT BETWEEN THE
CORPORATION OF THE CITY OF NORTH BAY

AND THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 122

WAGE RATES FOR HOURLY PAID EMPLOYEES

CLASSIFICATION	EFFECTIVE JANUARY 1, 1991
Powderperson	\$17.24
Carpenter Class I	17.24
Cement Finisher	15.98
Carpenter Class II	15.98
Sewer and Water Person I	15.98
Compressor and Jack Hammer Operator	15.98
Sand Blaster	15.98
Sewer and Water Person II	15.28
Sewer and Water Person III	14.67
Arena Maintenance Person I	15.28
Arena Maintenance Person II	14.67
Labourer	14.18
Sewer and Water Person IV	14.41
Wingperson	14.41
Grader Operator	16.61

Heavy Duty Loader & Backhoe & Extended Boom Operator	16.23
Transit Operator	15.28
Spareboard Operator	15.28
Truck Driver (over 18,000 GVW)	15.28
Snow Plow Operator	15.28
Sander Operator	15.28
Wayne Sweeper Operator	15.28
Tank Car Operator	15.28
Loader and Backhoe Operator	15.28
Grade Checker	15.28
Roller Operator	14.67
Truck Driver (under 18,000 GVW)	14.67
Utility Tractor Operator	14.89
Sidewalk Sweeper Operator	14.89
Snow Blower Operator	15.98
Sewer Cleaner Operator	15.98
Heavy Duty Loader & Backhoe Operator	15.98
Loader/Backhoe & Extended Boom Operator	15.52
First Class Chargehand	17.24
Second Class Chargehand	16.87
Licensed Mechanic	17.63
Licensed Body Repair Person	17.63
Janitor	14.18
Mechanical Department Chargehand	18.24
Garage Service Clerk	17.63
Elephant Vac Operator	14.89
Sidewalk Sweeper (Gravelly or equivalent) Operator	14.89

APPENDIX "B"
TO THE AGREEMENT BETWEEN THE
CORPORATION OF THE CITY OF NORTH BAY

AND THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 122

SALARIED EMPLOYEES

CLASSIFICATION	EFFECTIVE JANUARY 1, 1991		
	STARTING SALARY	AFTER 9 MONTHS	AFTER 18 MONTHS
1. Fire Department Dispatcher	\$26,099	\$28,038	\$29,978
2. Switchboard Operator Purchasing Clerk	22,354	24,292	26,231
3. Clerk Stenographer II Income Maintenance Clerk	22,777	24,738	26,700
4. Clerk Stenographer I Clerk Cashier Treasury Clerk	23,906	25,869	27,832
5. EDP Input Clerk Data Input Clerk - Social Services Engineering & Works Clerk	24,139	26,175	28,212

6.	Head Cashier Clerk Stenographer - Parking Administrative Assistant EDP Input Clerk (Desk Top Publishing Clerk)	25,536	27,379	29,222
7.	Treasury Clerk (Accounts Receivable) Treasury Clerk (Arenas) Purchasing Assistant	27,139	29,116	31,094
8.	Records Clerk Timekeeper Payroll Clerk Plan Examiner	30,403	32,330	34,257
9.	Stores Clerk	30,995	33,257	35,520
10.	Public Works Clerk Budget Analyst	31,570	34,179	36,788
11.	Clerk Dispatcher	27,772	30,579	33,387
12.	Warehouse Person	27,279	30,086	32,893
13.	Watermeter Person	28,414	30,673	32,933
14.	Pumphouse Person Senior Watermeter Person Parking Meter Service Person	29,531	31,814	34,097

15.	Welfare/Field/Intake Worker Employment Counsellor	29,504	33,111	36,719
16.	Instrument Person I Draftsman/Woman I Contract Inspector I	34,608	37,628	40,648
17.	Instrument Person II Draftsman/Woman II Contract Inspector II Pollution Control Officer	33,477	35,515	37,554
18.	Survey Assistant I Draftsman/Woman III Inspection Assistant I	28,520	30,606	32,693
19.	Draftsman/Woman Tracer Inspection Assistant II Survey Assistant II	25,479	26,411	27,344
20.	Building Inspector	35,466	38,644	41,823

An employee upon reaching the maximum salary of Pay Grade 19 of this Appendix shall on his/her next increment date, in the classification, progress to the minimum rate of Pay Grade 18. Thereafter, he/she shall receive the increment provided for this category in the regular manner until such time as the maximum is achieved.

APPENDIX "C" (1)
TO THE AGREEMENT BETWEEN THE
CORPORATION OF THE CITY OF NORTH BAY

AND THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 122

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. 2431

Being a by-law to continue and establish a plan of sick leave credit gratuities for employees of The Corporation of the City of North Bay and any local board (except a school board) or commission in the City of North Bay which has not established a plan of sick leave credit gratuities for employees or any class thereof.

WHEREAS a By-Law No. 1565 of The Corporation of the City of North Bay a plan of sick leave credit gratuities for salaried employees of the City was established as of the 30th day of April, 1949 based upon an employee's past service and absence record commencing as of and from January 1st, 1949:

AND WHEREAS a By-Law No. 1752 of the Corporation of the City of North Bay By-Law No. 1565

was amended to establish, in accordance with the terms and provisions of By-Law No. 1565 aforesaid, a plan of sick leave credit gratuities for permanent hourly-paid civic employees based upon an employees past service and absence re- cord commencing as of and from January 1st, 1955;

AND WHEREAS for the purpose of complying with the provisions of the Municipal Act R.S.O. 1960 Chapter 249 Section 377 Paragraph 60, it is necessary to repeal By-Laws Nos. 1565 and 1752 and to enact the within By-Law:

NOW THEREFORE THE COUNCIL OF THE CORPORATION ~~OF~~ THE CITY OF NORTH BAY, PURSUANT TO THE AFORESAID STATUTORY PROVISION, HEREBY ENACTS AS FOLLOWS:

1. For the purpose of this By-Law:
 - (a) "City" shall mean The Corporation of the City of North Bay and any local board (except a school board) or commission in the City of North Bay which has not established a plan of sick leave gratuities for employees ~~or~~ any class thereof:
 - (b) "Council" shall mean the Council of The Corporation of the City of North Bay;

(c) "Employee" shall mean:

(i) A salaried officer, clerk, workman, servant or other person in the employ of the City;

(ii) An hourly-paid employee who is classified as a permanent employee of the City;

(d) "Month" shall mean a calendar month;

(e) The masculine shall include the feminine;

(f) "Treasurer" shall mean the Treasurer for the time being of The Corporation of the City of North Bay.

2. A plan of sick leave credit gratuities is hereby continued and established for all present and future employees, and subject to the control of Council, the conduct and management of such plan shall be vested in the Treasurer.

3. (a) The Treasurer shall keep a register or registers in which all sick leave credits and sick leave debits for employees shall be computed and recorded in accordance with the terms and provisions of this By-law. In the case of salaried

employees, sick leave credits and sick leave debits shall be computed from the date of employment on or subsequent to the first day of January 1949. In the case of hourly-rated employees, sick leave credits and sick leave debits shall be computed from the date of employment on or subsequent to the first day of January 1955. The register or registers shall show the net sick leave credit or debit of each employee after deduction of all sick leave absences.

- (b) The head of each City Department shall furnish the Treasurer with a report each week setting forth the days of absence of any employee of his Department for the immediately preceding week and the reason for such absence.
- (c) Prior to the end of February of each year, the Treasurer shall cause to be delivered to each employee an annual statement of his sick leave credits and debits.

4. An employee shall be entitled to sick leave credits of 1-1/2 days for each month during which he is employed by the City and is **not** on leave-of-absence without pay, which sick leave credits shall be cumulative.

5. (a) Absence from work on account of illness for less than half a day shall not be deducted from sick leave credits.
- (b) Absence from work on account of illness for more than half a day and less than a full day shall be deducted as one-half day from sick leave credits.
6. An employee shall report his illness to his department head during the first day of his absence from work.
7. The Treasurer may require an employee who has been absent from work to file with him a medical certificate certifying that such employee's absence was due to illness.
8. In case of prolonged illness of an employee, the Treasurer may require progress reports from time to time from the employee's physician setting forth the nature and probable duration of such illness.
9. (a) Subject as otherwise provided in this By-law, an employee who is absent from work by reason of illness shall be entitled to receive sick pay in a total amount not exceeding his accumulated sick leave credits.

- (b) An employee whose sick leave credits have been exhausted shall be entitled to take his vacation during periods of illness.
 - (c) An employee who is absent from work and in receipt of workmen's compensation due to a compensable accident or a compensable industrial disease suffered or contracted in the course of his employment with the City shall receive from the City the difference between the amount payable by the Workmen's Compensation Board and his regular salary or wages during the period of his disability, not exceeding nine months.
 - (d) Where an employee is absent from work for more than nine months due to a compensable accident or a compensable industrial disease as aforesaid and is in receipt of workmen's compensation such employee shall be entitled to have his sick leave credits applied for the purpose of making up the difference between the amount of workmen's compensation being paid and his regular salary or wages.
10. (a) An employee who has completed five years or more continuous service with the City, on termination of such employment, be entitled to be paid an amount equal to his salary, wages or

other remuneration for one-half the number of days standing to his sick leave credit at the rate received by him immediately prior to termination of employment but such amount shall not exceed one-half year's earnings at the aforesaid rate.

- (b) In the event of the death of an employee qualified for payment of sick leave credits on the basis hereinbefore set forth, the amount thereof shall be payable to the Executor or personal representative of such deceased employee.

11. By-Laws Nos. 1565 and 1752 of The Corporation of The City of North Bay shall be deemed to be and they are hereby repealed.

12. This By-Law shall take effect upon the final passing thereof and shall remain in full force and effect from year to year until amended or repealed.

READ A FIRST TIME IN OPEN COUNCIL THIS 18TH DAY OF DECEMBER 1967.

READ A SECOND TIME IN OPEN COUNCIL THIS 18TH DAY OF DECEMBER 1967.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED THIS 18TH DAY OF DECEMBER 1967.

"M. E. DICKERSON"

MAYOR

"C. E. ARMSTRONG"

CITY CLERK

APPENDIX "C" (2)

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW 34-73

BEING A BY-LAW TO AMEND BY-LAW NO. 2431 WHICH ESTABLISHED A PLAN OF SICK LEAVE CREDIT GRATUITIES FOR EMPLOYEES OF THE CORPORATION OF THE CITY OF NORTH BAY AND ANY LOCAL BOARD (EXCEPT A SCHOOL BOARD) OR COMMISSION IN THE CITY OF NORTH BAY WHICH HAS NOT ESTABLISHED A PLAN OF SICK LEAVE CREDIT GRATUITIES FOR EMPLOYEES OR ANY CLASS THEREOF.

WHEREAS the Council of The Corporation of the City of North Bay desires to delegate to the Personnel Officer all duties that have been formerly assigned to the Treasurer in By-Law No. 2431.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. In Sections 1(f), 2, 3(a), 3(b), 3(c), 7 and 8 the word Treasurer shall now read Personnel Officer.

READ A FIRST TIME IN OPEN COUNCIL THIS 2ND DAY OF APRIL. 1973.

READ A SECOND TIME IN OPEN COUNCIL THIS 16TH DAY OF APRIL. 1973.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED THIS 16TH DAY OF APRIL, 1973

"B.J. GOULET"

MAYOR

"C.E. ARMSTRONG"

CITY CLERK

'APPENDIX C" (3)

THE CORPORATION OF THE CITY OF NORTH BAY

BY-LAW NO. **41-82**

BEING A BY-LAW TO AMEND BY-LAW NO. **2431** BEING A BY-LAW TO ESTABLISH A PLAN OF SICK LEAVE CREDIT GRATUITIES **FOR** EMPLOYEES OF THE CORPORATION OF THE CITY OF NORTH BAY AND ANY LOCAL BOARD (EXCEPT A SCHOOL BOARD) **OR** COMMISSION IN THE CITY **OF** NORTH BAY WHICH HAS NOT ESTABLISHED A PLAN OF SICK LEAVE CREDIT GRATUITIES FOR EMPLOYEES OR ANY CLASS THEREOF.

WHEREAS the Council of The Corporation of the City of North Bay deems it advisable to amend By-law **2431**, being a by-law to establish a plan of sick leave credit gratuities for employees of The Corporation of the City of North Bay and local board (except School Board) or Commission of the City of North Bay which has not established a plan of sick credit gratuities for employees or any class thereof.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF NORTH BAY HEREBY ENACTS AS FOLLOWS:

1. Section 4 of By-law **2431** shall be deleted and the following section inserted in lieu thereof:

"4.(a) An employee shall be entitled to sick leave credits of 1-1/2 days for each month during which he is employed by the City and is not on leave of absence without pay, which sick leave credits shall be cumulative.

(b) Sick leave credits entitlement shall cease once an employee has been absent from work for a period of four (4) consecutive months due to illness or injury but this subsection shall not apply to employees represented by the North Bay Professional Fire Fighters, Local **284**."

2. Section **10** of By-law No. **2431** shall be deleted and the following section inserted in lieu thereof:

"**10.(a)** An employee represented by The North Bay Professional Fire Fighters Association, Local **284**, who has completed five (5) years or more continuous service with the City shall, on the termination of such employment, be entitled to be paid an amount equal of his salary, wages or other remuneration for one half the number of days standing to his sick leave credit as the rate received by him immediately prior to

termination of employment but such amount shall not exceed one-half year's earnings at the aforesaid rate.

(b) In the event of the death of an employee qualified for payment of sick leave credits on the basis hereinbefore set forth, the amount thereof shall be payable to the Executor or personal representative of such deceased employee.

(c) An employee who has completed five (5) years or more continuous service with the City shall on termination of such employment, be entitled to be paid an amount equal to his salary, wages or other remuneration for one-half the number of days standing to his sick leave credit as at September 30, 1980 at the rate received by him immediately prior to termination of employment but such amount shall not exceed one-half year's earnings at the aforesaid rate.

(d) Subject to subsection 10 (c) as of and from October 1, 1980, there will be no entitlement to a pay-out for sick leave credits on account at termination of employment.

(e) An employee absent from work due to illness or injury and not eligible for benefits

under The Workmen's Compensation Act shall use sick leave credits accumulated after September 30, 1980 during the period of absence. Should an employee not have sufficient sick leave credits to cover the period of absence, he shall then draw upon sick leave credits accumulated up to and including September 30, 1980 as required.

(f) For purposes of clarity, section 10 (c), (d) and (e) shall not apply to employees represented by The North Bay Professional Fire Fighters Association, Local 284.

READ A FIRST TIME IN OPEN COUNCIL THE 1ST DAY OF MARCH, 1982.

READ A SECOND TIME IN OPEN COUNCIL THE 15TH DAY OF MARCH, 1982.

READ A THIRD TIME IN OPEN COUNCIL AND FINALLY ENACTED AND PASSED THIS 15TH DAY OF MARCH, 1982.

"J. H. SMYLIE"

MAYOR

"BONNY HARRISON"

DEPUTY CLERK

APPENDIX "D"

TO THE AGREEMENT BETWEEN THE
CORPORATION OF THE CITY OF NORTH BAY

AND THE CANADIAN UNION
OF PUBLIC EMPLOYEES,
LOCAL 122

Effective July 1, 1985 for Part-time Transit Operators and January 1, 1985 for all other Part-time Employees, the terms and conditions of the Collective Agreement shall apply to Part-time Employees except as hereinafter provided:

1. ARTICLE 2(a) - DEFINITION

A Part-time Employee shall mean one who has satisfactorily completed a probationary period of **480** hours, for those employees working in a classification normally working **40** hours per week or **420** hours, for those employees working in a classification normally working **35** hours per week, who has been assigned to a job classification within the bargaining unit and who is thereafter normally employed on a regular basis for less than twenty-four **(24)** hours weekly.

Part-time employees may work more than twenty-four (24) hours per week on a temporary basis to cover absences due to illness, vacations, leaves-of-absences and still retain part-time status. Assignments relative to this type of absence shall be for periods not exceeding six (6) months. Where it is known that such assignments will exceed a continuous period of thirty (30) calendar days, the posting provisions of Article 10 shall apply.

ARTICLE 2(b)

Effective upon ratification of this agreement by the parties, the employer agrees that notwithstanding the provision of this article and clause 8.04 of this agreement an employee who is employed in a classification a sufficient number of hours in total during any twelve month period so as to satisfy the requirements of the probationary period as specified in Article 2 (a) of this Appendix; the employee shall receive credit for such hours worked and such hours shall be applied against the probationary period notwithstanding that the period of employment has not been continuous and that the employee had been terminated between terms of employment.

ARTICLE 2 (c)

Where an employee changes classification during the probationary period such period shall be extended by sufficient time to allow for a full thirty (30) day probationary period in the new position.

2. ARTICLE 8 - SENIORITY

The seniority of a Part-time employee shall be determined on a pro-rata basis calculated on the number of hours worked by the employee since his last hire date. For purposes of this Clause, holiday pay paid to the employee under Article 17 of this agreement shall be considered as hours worked when calculating the employee's seniority.

For purposes of this calculation, the number of hours a Part-time employee must work to earn one (1) year of service credit shall be as follows:

2080 hours - for a Part-time employee working in a job classification where the regular weekly hours of work are 40.

1820 hours • for a Part-time employee working in a job classification where the regular weekly hours of work are 35.

N.B. The parties have agreed that the seniority of a Part-time employee hired prior to the effective date of this Appendix shall be calculated on the basis of twenty-four (24) hours per week from the employee's last date of hire.

3. ARTICLE 9 • LAY-OFFS AND RECALLS

The provisions of Article 9 shall apply to a Part-time employee except that the "ten (10) working days notice prior to the effective date of lay-off" shall be considered to be amended in the case of a Part-time employee to read "fourteen (14) calendar days notice prior to the effective date of lay-off".

4. ARTICLE 14 • HOURS OF **WORK**

14.01 • Part time employees shall be called to work as required.

14.03 - A Part-time employee shall be eligible for a fifteen (15) minute break period on the

basis of one (1) break for each four (4) hours the employee is scheduled to work

14.04 - A Part-time employee who reports for work on a scheduled working day and is sent home for any reason shall be guaranteed payment of two (2) hours at his regular rate.

14.07 - A Part-time employee shall be paid the split shift premium for all hours worked on the second half of a designated split shift for which a regular driver would otherwise have entitlement

5. ARTICLE 15 - OVERTIME

15.01 - A Part-time employee shall be paid the overtime rate of time and one-half (1-1/2~~X~~) his basic wage rate for all hours worked;

1) in excess of eight (8) hours per day except that a Part-time employee working in a salaried classification regularly working seven (7) hours per day shall be paid overtime for all hours worked in excess of seven (7) hours per day.

2) in excess of forty (40) hours per week except that a Part-time employee working in a salaried

classification regularly working thirty-five (35) hours per week shall be paid overtime for all hours worked in excess of thirty-five (35) hours in any calendar week.

3) the overtime rate for a Part-time employee shall be calculated at one and one-half (1-1/2X) the regular basic rate for the classification and shall not include the premium paid to the employee in lieu of benefits.

4) Part-time employees shall not be eligible to participate in the overtime sign up system and preference will be given to full-time employees, by the employer, when assigning scheduled overtime.

15.02 - Shall not apply to Part-time employees.

15.03 - Shall not apply to Part-time employees.

15.07 - Shall not apply to Part-time employees.

6. ARTICLE 17 - STATUTORY HOLIDAYS

17.02 - Each Part-time employee shall be entitled to a holiday with pay on each of the days listed in Clause 17.01, or shall receive the

equivalent of his regular day's pay therefore, provided he has earned wages on at least four **(4)** days during the four **(4)** weeks immediately preceding the holiday and providing also he works his last scheduled shift preceding the holiday and his next scheduled shift following the holiday.

In determining the employee's regular day's pay, the average number of daily hours worked during the four (4) week period immediately preceding the holiday shall be utilized.

17.05 -Shall not apply to Part-time employees.

7. ARTICLE 18 - VACATION

The provisions of this Article shall not apply to Part-time employees.

Part-time employees shall be paid four per cent **(4%)** vacation pay pursuant to the Employment Standards Act. Upon completion of **4160** hours of employment for employees working in a classification which normally works forty (40) hours per week and upon the completion of **3640** hours of employment for employees working in a classification which normally

works thirty-five (35) hours per week, the employee shall be paid vacation pay at the rate of five point seven seven per cent (5.77%) annually. Such payments to be made during December, each year.

8. ARTICLE 19 - SICK LEAVE

The provisions of this Article shall not apply to Part-time employees.

9. ARTICLE 23 - WORKERS' COMPENSATION

The provisions of this Article shall not apply to Part-time employees.

10. ARTICLE 24 - LONG SERVICE PAY

The provisions of this Article shall not apply to Part-time employees.

11. ARTICLE 26 - WELFARE BENEFITS

26.01 (a) Part-time employees shall not be eligible to participate in the benefits outlined in this article.

Effective the first of the month following ratification of the Collective Agreement, an allowance equivalent to thirteen per cent (13%) of the employee's regular wage rate will be paid to the employee in lieu of benefits. Such payment in lieu of benefits will be reduced by the amount of the employer's contribution to OMERS on the employee's behalf, should an eligible part-time employee elect to participate in the OMERS Plan.

Effective January 1, 1989, this allowance shall be increased to fourteen per cent (14%) reduced, if applicable, by the employer's contribution to OMERS on the employee's behalf.

26.01 (b) A part-time employee selected as the successful applicant for a temporary full-time position with an anticipated duration of three (3) months or longer shall be eligible to participate in the employee group benefit plans identified in Article 26 to this Agreement. In such instances, the fourteen percent (14%) allowance in lieu of benefits shall cease upon the employee's appointment to the full-time position. An employee's participation in the employee group benefit plans shall cease upon the employee reverting to part-time status

except that such employee shall continue to participate in the O.M.E.R.S. Pension Plan pursuant to the regulations of that plan.

12. ARTICLE 27 - CLOTHING

The provisions of this Article, excluding Clause **27.03**, shall apply to a Part-time employee upon completion of the employee's probationary period.

13. ARTICLE 28 - TOOL ALLOWANCE

A Part-time employee shall be eligible to receive Tool Allowance pro-rated on the number of hours worked by the employee during the current calendar year in a classification eligible to receive Tool Allowance.

14. APPENDIX "B" - SALARIED EMPLOYEES

A Part-time employee whose job classification is included in Schedule "B" shall be paid at an hourly rate determined by dividing the starting salary rate by the standard regular hours

worked by a full-time employee in the same classification.

A Part-time employee shall progress from one level of the salary schedule to the next upon his having worked the equivalent number of hours as that which is worked by by a regular employee in the same classification, i.e.

1560 hours if working a 40 hour work week;

1365 hours if working a 35 hour work week.

15. APPENDIX "C" - ~~SICK~~ LEAVE

The provisions of this Appendix shall not apply to Part-time employees.

APPENDIX "E"

TO AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF NORTH BAY

AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 122

Effective the date of ratification of this Agreement, the following terms, conditions and benefits shall be applied to Spare Board Operators.

1. Spare Board Operators shall be considered Employees and, as such, eligible to join C.U.P.E., Local 122. The Corporation agrees to a check-off of Union dues for these personnel in accordance with the terms of Article 6. Spare Board Operators shall also have full recourse to the grievance procedures as outlined in Article 11.
2. Seniority: The seniority date of a Spare Board Operator hired prior to June 7, 1976 shall be June 7, 1976. The seniority date of a Spare Board Operator hired after June 7, 1976 shall be determined in accordance with the provisions of this agreement.

3. Job Postings: Spare Board Operators shall be permitted to exercise their seniority in accordance with the provisions of Article 10.
4. Shift Premiums: Spare Board Operators shall be eligible to receive shift premiums in accordance with Clause 16.01 of this Agreement.
5. Travel Allowance: A Spare Board Operator called in to work on any day shall receive a travel allowance in accordance with Clause 14.05 of this Agreement.
6. Clothing: Spare Board Operators shall be provided with the regular uniform issue indicated in Clause 27.02 (d) of this Agreement.
7. Welfare Benefits: Spare Board Operators shall be eligible to receive the benefits included in Article 26 of this Agreement. They shall also be provided with sick leave benefits as outlined in Article 19.
8. Hours of Work: Spare Board Operators shall be given preference for work which becomes available, to a maximum of forty (40) hours weekly per Spare Board Operator. Thereafter,

overtime shall be distributed in accordance with Clause 15.04.

9. Vacations: Spare Board Operators shall be eligible to vacations with pay in accordance with Article 18 of this Agreement.
10. Spare Board Operators shall be eligible to receive benefits under Article 23 of this Agreement. For the purposes of this Article, Spare Board Operator's regular salary shall be determined to be the average weekly wage earned by the employee during the four (4) week period immediately preceding the occupational accident.
11. Spare Board Operators shall be allowed use of the overtime banking system.

October 27, 1987

Ms. Diane Cantin
Recording Secretary
C.U.P.E., Local 122
North Bay, Ontario

Dear Ms. Cantin:

Under the provisions of the memorandum of settlement for renewal of the 1987 Collective Agreement between the parties, the employer was to determine the availability of optional life insurance for employees. We have been in contact with Mutual of Omaha and they have agreed to make optional life insurance available subject to the following conditions:

- Such insurance is available only to regular full- time employees.
- Insurance is available in units of **\$10,000** to a maximum of **\$100,000**.
- Each employee must submit evidence of insurability satisfactory to Mutual.
- Premiums to be remitted through payroll deductions.

- Accordingly, the employer will undertake to make this optional life insurance available to employees subject to the above conditions.

Yours truly,

**R. A. Young
PERSONNEL OFFICER
RAY/dh**