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TERM.	<i>88</i>	<i>07</i>	<i>31</i>
No. OF EMPLOYEES	<i>220</i>		
NOMBRE D'EMPLOYÉS	<i>88</i>		

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1986-1988 COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF BRAMPTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #831 (OUTSIDE WORKERS)

AUGUST 1, 1986 - JULY 31, 1988

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1986-88 COLLECTIVE AGREEMENT

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OUTSIDE WORK UNIT  
EXPIRES JULY 31, 1988

This Agreement made this 11th day of February, 1987

between

THE CORPORATION OF THE CITY OF BRAMPTON  
(hereinafter called the "Corporation")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #831  
(hereinafter called the "Union")

ARTICLE 1 - GENERAL PURPOSE

It is the desire of both parties to this Agreement to maintain the existing harmonious relations and conditions of employment between the Corporation and the Union, to promote co-operation and understanding between the Corporation and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, and to promote the morale, well-being and security of all employees within the bargaining unit.

Therefore, it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in this Agreement.

ARTICLE 1 - GENERAL PURPOSE (cont'd)

Now, therefore, this Agreement witnesseth that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows.

ARTICLE 2 - RECOGNITION

2.01 The Corporation agrees to recognize the Union as the sole and exclusive bargaining agent of all employees of the Corporation save and except for ~~men~~ foremen and supervisors, persons above the rank of foremen and supervisors, office, clerical and technical employees, persons regularly employed for not more than twenty-four (24) hours per week, students, temporary employees, and employees covered under a subsisting Collective Agreement

2.02 a) A permanent full time regular employee shall be defined as an employee other than a temporary employee or a student who works more than twenty-four (24) hours per week on a regularly scheduled basis and **as** such is a member of the bargaining unit.

ARTICLE 2 RECOGNITION (cont'd)

2,02 b) A student shall be defined as an employee hired to perform work between April 15 and September 15, and during the Winter and Spring school breaks and other times mutually agreed upon by the parties. The term of employment shall be at the sole discretion of the Corporation.

c) A temporary employee shall be defined as an employee hired for a term of not more than six (6) months in any one consecutive twelve (12) month period, or an employee hired to replace a regular employee who is on vacation, an approved leave of absence or compensable or non-compensable sickness or accident. Any temporary employee retained for a period of more than six (6) months would automatically become a permanent full time regular employee, except where such work period is extended in advance by mutual agreement of the parties, beyond the six (6) month period.

ARTICLE 2 - RECOGNITION (cont'd)

- 2.03 The hiring of a temporary employee or a student to work in a classification as outlined in Schedule A shall not cause the layoff of regular employees in that classification.
- 2.04 An employee hired as a temporary employee shall be advised at the time of his hiring of his temporary status and the estimated duration of his employment. His termination shall be at the sole discretion of the Corporation.
- 2.05 The Corporation shall advise the Union of the hiring of temporary employees, the tasks to be performed and the anticipated duration.
- 2.06 A temporary employee shall be paid fifteen percent (15%) per hour less than the hiring rate for the applicable classification as per Schedule "A" for the term of employment with the Corporation.
- 2.07 In this Agreement wherever the masculine gender is used it shall be construed to be the masculine or feminine as the context requires.



ARTICLE 3 • RELATIONSHIP

- 3.01 The parties agree that there shall be no discrimination, interference, restraint or coercion against any employee for reasons of age, sex, race, colour, religious affiliation, national origin or membership in or connection with the Union.
- 3.02 The Union agrees that there will be no solicitation for membership or other Union activity during his working hours, except as is provided for under this Agreement.
- 3.03 Supervisory and management personnel shall not work on jobs normally performed by bargaining unit personnel to such an extent that it will cause the lay-off of persons within the bargaining unit except in cases of emergency or when regular qualified employees are not immediately available.

ARTICLE 4 • CHECK OFF

- 4.01 All employees in the bargaining unit shall be required to pay regular monthly Union dues as a condition of employment. The Union shall notify the Corporation in writing of the amount of such dues. The Corporation agrees to deduct the above dues from the first pay in each month.

ARTICLE 4 - CHECK OFF(cont'd)

- 4.02 Following adequate notice in writing by the Union, the Corporation agrees to deduct assessments levied by the Union from its members, from the same pay as dues are deducted.
- 4.03 All sums deducted, together with a record of those from whom deductions have been made and the amount, shall be forwarded to the Financial Secretary of Local Union 831 not later than ten (10) working days following such deduction.
- 4.04 The Union shall indemnify and save the Corporation harmless with respect to all amounts deducted and remitted under this Article.

ARTICLE 5 - NO STRIKES OR LOCK-OUTS

- 5.01 The Corporation agrees that it will not cause or direct any lock out of its employees during the term of this Agreement.
- 5.02 The Union agrees that there will be no strike, picketing, slowdown or stoppage of work either complete or partial, that will interfere with service during the term of this Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The Union recognizes that it is the right of the Corporation to generally manage the affairs of the Municipality including the right to maintain order, discipline and efficiency, to hire, discharge, transfer, promote, demote and suspend employees provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employee who has completed his probationary period has been discharged or disciplined without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- 6.02 The Corporation agrees that the exercise of such rights shall not be inconsistent with the provisions of this Agreement.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Corporation acknowledges the right of the Union to appoint or otherwise select a grievance committee of four (4) permanent full time regular employees to assist employees in presenting their grievances to representatives of the Corporation.
- 7.02 For purposes of representation under Article 9 (Grievance Procedure), there shall be a Steward, elected or appointed by the Union, to represent each area as agreed to by the parties. Before

ARTICLE 7 - UNION REPRESENTATION (cont'd)

7.02

leaving his regular duties to engage in processing of grievances within his zone of operation, the Steward shall obtain permission to leave his work from the Foreman or Supervisor. Such permission shall not be unreasonably sought nor withheld.

The following numbers of Stewards shall represent the geographical areas indicated below: (Whenever geographical areas or major work **sites** are changed **The** Corporation and the Union will review such change and modify this list as required when justified).

Service Complex, Williams Parkway	1
Rutherford Road, Maintenance Yard	1
Parks Service Centre	2
Snelgrove Maintenance Yard	1
Animal Shelter	1
Civic Centre	1
Parking Control	1
Arenas and Facilities East of Dixie Road	1
Arenas and Facilities West of Dixie Road	1

ARTICLE 7 - UNION REPRESENTATION (cont'd)

7.02

The departments of the Corporation for the purposes of this Agreement are as follows:

Parks and Recreation

Public Works & Building & By-Law Enforcement

Administration and Finance

7.03 The Corporation will recognize a negotiating committee of not more than four (4) employees plus the President of the local Union. The Corporation will deal with the said committee in all matters which are properly the subject of negotiation during the term of this Agreement.

7.04 The Corporation agrees that the negotiating committee may have the assistance of a duly accredited representative of the National Union in negotiations with the Corporation.

7.05 The Union will notify the Corporation in writing of the names of stewards and members of committees, and of any changes from time to time made therein. The Corporation shall not be asked to recognize any steward or member of the committee until such notification from the Union has been received.

ARTICLE 7 • UNION REPRESENTATION (cont'd)

7.06 The Corporation agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry out negotiations with the Corporation, up to and including Mediation, or with respect to a grievance, they shall suffer no loss of pay for time so spent.

ARTICLE 8 • DISCIPLINE AND RECORDS

8.01 An employee who has completed his probationary period and who is called to a meeting by his Supervisor or other Management person for the purpose of receiving written disciplinary action, a disciplinary suspension or discharge shall be advised of the purpose of the meeting and shall have the right to request the presence of a Union representative. All lesser disciplinary action shall be conducted on a one-to-one basis between the immediate supervisor and the affected employee.

8.02 A copy of any written disciplinary action which is placed on the employee's personnel file will be given to the employee.

8.03 Copies of any written disciplinary action which have been placed in an employee's personnel file shall be removed from that file when the employee

ARTICLE 8 - DISCIPLINE AND RECORDS (cont'd)

8.03

has completed two (2) years with a clear disciplinary record, from the date of last occurrence.

• ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 a) A grievance under this Agreement shall be defined as any dispute concerning the interpretation, application, administration or alleged violation of this Agreement.

b) The parties expressly agree that this Article does not apply in the case of the discharge for any reason of a probationary employee, a temporary employee, or a student as defined in Article 2 - Recognition and Article 11 - Seniority.

9.02 If an employee has a complaint, he shall discuss it with his immediate supervisor. In order to be considered a grievance such discussion must take place within ten (10) worked days after the circumstances giving rise to the complaint first

ARTICLE 9 - GRIEVANCE PROCEDURE (cont'd)

9.02

occurred or originated. Failing settlement within four (4) working days the complaint may be filed as a grievance in accordance with the following procedure.

(Note. In cases where the employee's immediate supervisor is the Department Head, the procedure shall commence at Step 2).

STEP 1:

The aggrieved employee, who may be accompanied by the Departmental Steward at the employee's option, shall present his written grievance to his immediate supervisor. The immediate supervisor shall give the employee a written answer to the grievance within four (4) working days and a copy of the answer will be sent to the Departmental Steward.

STEP 2:

Failing settlement in Step 1, as set forth above, within four (4) working days following receipt of the reply in Step 1, the aggrieved employee, together with the Departmental steward and the Chief Shop Steward if requested by the Union, may present the grievance to the employee's Department Head. The Department Head will discuss the



ARTICLE 9 - GRIEVANCE PROCEDURE (cont'd)

9.02 Step 2 cont'd

grievance with the employee and the members of the Grievance Committee. A written answer will be given to the Grievance Committee member by the Department Head within five (5) working days of receipt of the grievance at this step.

Step 3:

Failing settlement in Step 2, the Chairman of the Union's Grievance Committee may, within four (4) working days following receipt of the reply in Step 2, arrange for a meeting to review the matter in dispute. The meeting shall be attended by the Chief Administrative Officer or his delegate, and other Management Representatives when deemed appropriate by the Corporation, the Grievor and the Grievance Committee. Such meeting will be held within five (5) working days of the request by the Chairman of the Grievance Committee. It is understood that a National Representative of the Union may be present at this meeting should his presence be requested by either party. The Chief Administrative Officer or his delegate shall issue his written reply to the Chairman of the Union's Grievance Committee within five (5) working days of the meeting.

ARTICLE 9 - GRIEVANCE PROCEDURE (cont'd)

9.03 If final settlement of the grievance is not attained in Step 3, and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, either party may refer the grievance to arbitration as provided in Article 10 of this Agreement provided that the request for arbitration is made within ten (10) working days after receipt of the reply in Step 3.

9.04 Should any grievance not be submitted within the time limits specified in this Article, it will be considered to have been settled on the basis of the Corporation's last reply to the grievance. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to process the matter to the next stage including arbitration.

9.05 The time limits fixed in the grievance procedure may be extended by mutual agreement in writing between the parties. Saturdays, Sundays and holidays will not be counted in determining the time in which any action is to be taken.

ARTICLE 9 - GRIEVANCE PROCEDURE (cont'd)

Discharge Procedure

- 9.06 A claim by an employee who has completed his probationary period that he has been discharged without reasonable cause, shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer or his delegate within four (4) working days after the employee is discharged. Such grievance shall commence at Step 3 of the grievance procedure.

Policy Grievance

- 9.07 The Union may file a "Policy Grievance" at Step 3 of the Grievance Procedure. A Policy Grievance is one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature and scope of the subject matter, could not be handled as an employee grievance commencing at Step 1. Such "Policy Grievance" shall be signed by the Chairman of the Union's Grievance Committee and by the President of the local Union.
- 9.08 The Corporation may file a grievance concerning the conduct of the Union, Union Officers and representatives or concerning the conduct of employees generally. Such grievance shall be dealt with commencing at Step 3 of the Grievance Procedure by a reversed procedure to that outlined.

ARTICLE 9 - GRIEVANCE PROCEDURE (cont'd)

- 9.09 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the parties.
- 9.10 A grievance arising out of a job posting for a position in another Department as defined in paragraph 7.02 shall be submitted to the Human Resources Division to be directed to the appropriate supervisor for disposition at Step 1.

ARTICLE 10 - ARBITRATION

- 10.01 No matter may be submitted to arbitration which has not been properly carried through the Grievance Procedure as outlined in Article 9.
- 10.02 When either party hereto requests that a grievance be submitted to arbitration such request shall be made in writing, within the time limit specified in Article 9, paragraph 9.03, addressed to the other party, and at the same time, nominating an arbitrator. Within five (5) working days thereafter, the Union or the Corporation, as the case may be shall nominate its arbitrator.
- 10.03 The two arbitrators so nominated shall, within five (5) working days attempt to select by agreement a Chairman of an Arbitration Board. If they are unable to agree upon such Chairman, they shall request the Minister of Labour of the Province of Ontario to appoint a Chairman.

ARTICLE 10 - ARBITRATION (cont'd)

- 10.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.05 Each party will bear the expenses of the arbitrator appointed by it and will jointly bear the expenses, if any, of the Chairman of the Arbitration Board.
- 10.06 The arbitrators or the Arbitration Board shall not be authorized to alter, modify, or amend any part of this agreement, to make any decision inconsistent therewith, nor to deal with any matter not covered by this Agreement.
- 10.07 The decision of the majority of the Board will be final and binding upon the parties, but, should a majority decision not be possible, then the decision of the Chairman will be final and binding.
- 10.08 The Board of Arbitration shall have the power to dispose of the discharge or discipline grievance of an employee who has completed his probationary period by any arrangement which in its opinion is just and equitable.

ARTICLE 10 - ARBITRATION (cont'd)

- 10.09 The Board of Arbitration shall not have the jurisdiction to hear a discharge or discipline grievance put forth by other than a permanent regular full time employee.
- 10.10 Time limits fixed in this Article may be extended by mutual agreement in writing between the parties.
- 10.11 Where both parties agree, a single arbitrator who shall have the same limitation and powers as a Board of Arbitration, may be substituted for a Board of Arbitration. In such case, the parties shall endeavour to agree on the selection of the arbitrator. In the event the parties are unable to agree, a Board of Arbitration shall be constituted in accordance with paragraphs 10.02, 10.03 and 10.04.

ARTICLE 11 - SENIORITY

- 11.01 The purpose of this Article is to provide employees with as large a measure of security as possible, based on their continuous service with the Corporation.

ARTICLE 11 - SENIORITY (cont'd)

- 11.02 A permanent full time regular employee shall be considered a probationary employee until he has worked a total of sixty (60) days from his last date of hire or longer if mutually agreed upon by the parties, and during this period he shall have no seniority rights. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Corporation. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement. Temporary employees will not acquire seniority under this Collective Agreement.
- 11.03 On successful completion of the probationary period, a permanent full time regular employee shall be placed on regular staff, his name shall be placed on the seniority list and the employee's seniority date shall be his last date of hire.
- 11.04 Employees acquiring seniority on the same date shall be added to the seniority list in order of the date of receipt of the employment application.

ARTICLE 11 • SENIORITY (cont'd)

11.05 Seniority shall operate on a bargaining unit wide basis.

11.06 The Corporation shall maintain a seniority **list** showing the date upon which each permanent full time regular employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

11.07 Seniority shall be used in determining preference or priority for promotions, transfers, layoffs and recalls as outlined in this Article 11, provided the employee concerned has the skill and ability to satisfactorily perform the work inquestion.

11.08 An employee shall lose seniority and his employment shall be deemed to be terminated for the following reasons:

1. Voluntary resignation.
2. Discharge for just cause.
3. Failure to return to work after a lay-off within five (5) working days after proper notification by registered letter at the last address provided by the employee to the Corporation



ARTICLE 11 - SENIORITY (cont'd)

11.08

4. Lay-off in excess of six (6) months.
5. Absence in excess of twenty-four (24) months due to accident or illness; or becomes totally and permanently disabled.
6. Absence from work without leave of absence being granted by, or an explanation being given satisfactory to the Corporation for a continuous absence of three (3) working days or over.

11.09 No employee shall be transferred out of the bargaining unit without his consent. Any employee who is transferred outside the bargaining unit and is subsequently returned shall be credited with full seniority but shall not use such seniority to displace another employee at the time of his return.

ARTICLE 12 - INTERDEPARTMENTAL TRANSFERS

12.01 In cases of temporary and seasonal transfers or re-assignments of bargaining unit personnel from one Department (as defined in Article 7, paragraph 7.02) to another, where such transfers or re-assignments are for an anticipated duration of

ARTICLE 12 - INTERDEPARTMENTAL TRANSFERS (cont'd)

12.01

one month or more, the least senior employee in the classification concerned who has the skill and ability to satisfactorily perform the work will be the employee selected for such transfer.

ARTICLE 13 - PROMOTIONS

13.01 It is recognized that it is the policy of the Corporation to promote from within the ranks of its employees whenever possible.

13.02 In the event a new job is created or when a job vacancy is to be filled, the Corporation shall post notice of such job opening on all bulletin boards for a minimum of three (3) working days in order that all employees will be able to make application therefore.

13.03 The Corporation may temporarily fill the job opening for a maximum of ten (10) working days prior to posting the new job or vacancy.

13.04 Promotions or transfers to higher paid jobs under this Article will be governed by seniority provided the employee concerned has the skill and ability to satisfactorily perform the work.

ARTICLE 13 - PROMOTIONS (cont'd)

- 13.05 Management shall conduct interviews which may include appropriate standardized tests of the applicants in order of seniority.
- 13.06 Once a selection has been made, each applicant shall be advised of the name of the person selected.
- 13.07 Except for promotions to higher paid jobs, no employee will be eligible for more than two (2) transfers under this Article during any period of twenty-four (24) consecutive months.
- 13.08 The job posting procedure provided in paragraph 13.02 will apply only to the original vacancy or new job plus three (3) openings thereby created. Subsequent openings as a result of those transfers may be filled at Management's sole discretion.
- 13.09 In the event there is no qualified applicant for a posted position, Management may, at its discretion, select one of the senior applicants who has been preparing for qualification, for a trial period of twenty (20) working days, but if, during such trial period, such employee is unable or unlikely to qualify for the new position he shall be returned to his former position at his former rate. The

ARTICLE 13 - PROMOTIONS (cont'd)

13.09

position of the employee on a trial period shall not be posted until the employee on trial has successfully qualified for the originally posted position and Management may temporarily fill the position of the employee on trial during this period. Refer to Schedule "A" Notes - Item #1 for pay rate determination.

13.10 Job Assignments

Job assignments to a higher paid classification or job within an employee's area of work will be governed by seniority provided the employees concerned have relatively equal ability to perform the work required.

For the purpose of this paragraph, the phrase "area of work" means:

- i) In the case of the Works Department:  
within a Yard; Traffic Section; or  
Mechanical Section.
  
- ii) In the case of the Parks and  
Recreation Department's Parks  
Division.

ARTICLE 13 - PROMOTIONS (cont'd)

13.10

Summer

April 1st to November 30th -

- 4 Districts (N.E., N.W., S.E., S.W.)
- Greenhouse Section
- Horticultural Section
- construction section

Winter

December 1st to March 30th -

- 2 Districts (E. & W.)
- Greenhouse Section
- Horticultural section
- Construction Section

iii) In the case of the Parks **and**  
Recreation Department's Recreation  
Division - within a Facility.

iv) In the case of other Departments -  
within the Department.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Personal Leave

The Department Head may grant leave of absence without pay to any employee for legitimate personal reasons. During such leave of absence, if granted

ARTICLE 14 - LEAVE OF ABSENCE (cont'd)

14.01 Personal Leave (cont'd)

in writing, seniority shall continue to accumulate as though the employee were actually at work in his regular occupation. All requests **for** leave of absence shall be made in writing as early as possible.

14.02 a) Union Leave

Leave of absence without pay and without loss of seniority will be granted employees to attend functions of the Union, such as conventions, provided the Department Head shall make the final decision as to whether an employee can be reasonably spared from his duties for this purpose. Such permission shall not be unreasonably withheld, but in no event shall more than a total of thirty-five **(35)** man days for all members of the bargaining unit of such leaves be granted between August 1 of any year and July 31 of the following year and not to any more than two (2) persons from any one (1) area of work as defined in Article **13.10**. Attendance by Safety Committee members at safety oriented functions shall not reduce the thirty-five **(35)** man days provided **for** Union leave, but in no event shall more than a total of fifteen **(15)** man days per contract year be permitted to be used for such safety functions.

ARTICLE 14 - LEAVE OF ABSENCE (cont'd)

14.02 a) (cont'd)

An employee's regular daily wages shall be paid by the Corporation while in attendance at Union functions described above. The Union shall reimburse the Corporation for such gross wages paid out.

- b) Notwithstanding the provisions of clause 11.08 (4) herein, a leave of absence without remuneration or benefits for upto two (2) years may be granted to no more than one (1) employee for the purpose of working in an official capacity for the National Office of the Canadian Union of Public Employees. All requests for such leave must be made in writing to the Corporation's Director of Human Resources and be signed by the Union and the employee concerned at least 30 days prior to the requested commencement date of such leave. Any reply will be given in writing.

Request for return to work must be made with thirty (30) days prior notice to the Director of Human Resources and no later than the first day of the twenty-fourth (24th) month of such leave of absence. An employee who does not

ARTICLE 14 - LEAVE OF ABSENCE (cont'd)

14.02 b) cont'd

return to work by the end of the twenty-fourth (24) months shall be terminated from the Corporation's employ.

It is understood and agreed that the Corporation has the sole discretion in terms of whether or not the position vacated will be filled and if so, the position may be filled by a temporary or full-time person in accordance with the terms of this collective agreement.

14.03 Jury Duty

The Corporation shall grant leave of absence without loss of seniority to a permanent full time regular employee who serves as a juror or witness in any court, except as a witness on his own behalf. The Corporation shall pay an employee the difference between his normal earnings and the compensation paid not including travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.



ARTICLE 14 - LEAVE OF ABSENCE (cont'd)

14.04 Bereavement Leave

Permanent full time regular employees will be allowed a leave of absence with full pay of three (3) working days for the purpose of arranging and/or attending the funeral of a person in his immediate family. Immediate family shall mean spouse, common-law spouse, parent, parent-in-law, brother, sister, children, and stepparents

Permanent full time regular employees will be allowed a leave of absence with full pay for one (1) working day for the purpose of attending the funeral of their grandparents, spouse's grandparents, their grandchildren and the employee's brother-in-law and sister-in-law.

A common-law spouse shall be defined as a relationship with a member of the opposite sex with whom you are living in a husband and wife relationship.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01 No Guarantee

The Corporation does not guarantee to provide work to any employee for regularly assigned hours, or for any other hours.

ARTICLE 15 - HOURS OF WORK AND OVERTIME (cont'd)

15.02 Days and Hours of Work

- a) Employees other than Facilities General Operators, Caretakers, Animal Control and Parking Control personnel shall normally work forty (40) hours a week in five (5) consecutive days. The parties to this agreement may by mutual agreement change the weekly work schedule to forty (40) hours in a week of four (4) consecutive days for a section, a division, a department or the entire bargaining unit, Days off work for sickness and/or paid holidays shall be paid at the appropriate rate as above - eight hours (8) for an eight (8) hour shift or ten (10) hours pay for a ten (10) hour shift.
- b) Facilities General Operators, Caretakers, Animal Control and Parking Control personnel may be assigned to work one hundred and sixty (160) hours in each four (4) week period (i.e. over two (2) pay periods).

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.03 Overtime Regulations

- a) Employees other than Facilities General Operators, Caretakers, Animal Control and Parking Control personnel shall be paid an overtime premium at the rate ~~of~~ one and one-half (1.1/2) times regular rates for all time worked in excess of eight (8) hours per day or ten (10) hours per day, dependent upon the shift arrangement, and for all time worked on Sundays. Overtime at time and one-half (1.1/2) will be paid ~~for~~ hours worked on the sixth (6th) consecutive day in the employee's work week.
- b) Facilities General Operators shall be paid at the rate of one and one-half (1.1/2) times regular rates for all authorized hours worked in excess of one hundred and sixty (160) hours over a four (4) week period, forty-four (44) in a week or on Sundays. Failure to provide at least twelve (12) hours rest between shifts which are being changed shall result in payment of overtime at one and one-half (1.1/2) times regular rates for all hours worked on that shift.

ARTICLE 15 - HOURS OF WORK AND OVERTIME (cont'd)

- 15.03 c) Caretakers, Animal Control and Parking Control personnel shall be paid at the rate of one and one half (1.1/2) times the regular rate for all authorized hours worked in excess of one hundred and sixty (160) hours in each four (4) week period (i.e. over two (2) pay periods).
- 15.04 Employees other than Caretakers, Animal Control and Parking Control personnel shall be paid an overtime premium at the rate of two (2) times regular rates for all hours worked on the seventh (7th) day in a work week where an employee works seven (7) consecutive days.
- 15.05 An Animal Control employee who is scheduled for "week-end emergency service" shall be paid an allowance of twenty-five dollars (\$25.00) in lieu of any other compensation for such duties. work performed on "emergency service" during any paid holiday specified in Article 19 - Paid Holidays, will be paid at the applicable rate for hours worked.

ARTICLE 15 - HOURS OF WORK AND OVERTIME (cont'd)

15.06 There shall be no pyramiding of overtime premium and any other premium.

15.07 Distribution of Overtime

The Corporation shall determine the most efficient method of operation for each Department including the determination of whether to authorize and offer overtime. In the event overtime is authorized it shall be offered as follows: (Refer to Letter of Understanding/Guidance attached to this Agreement).

All overtime **work** shall be voluntary except that when work is required to be performed on an overtime basis and there are no volunteers, Management may assign such work to employees on an equitable basis but in reverse order of seniority to those employees who can adequately meet the work **requirements**

i) Extension of the Work Day

Overtime contiguous to a shift shall be initially offered to the employee assigned to the **job** on the shift. **If** the employee does not wish the overtime the Corporation shall assign the overtime work to an employee who is qualified to perform the work required and such

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.07 i) Extension of the Work Day (cont'd)  
overtime shall be distributed as equitably as possible among qualified personnel in the area of work. The employee shall be paid at the rate of time and one half for all overtime hours worked subject to paragraph 15.03.

ii) Call-in

a) The Corporation shall assign authorized call-in overtime work to competent bargaining unit personnel except where emergency or time situations make such assignments impractical.

b) The Corporation shall post twice yearly in the Public Works and Parks and Recreation Departments a list in order for employees to indicate their availability for voluntary overtime assignments. Employees will not be compelled to standby but they must be certain that their Foreman has their correct telephone number.

ARTICLE 15 - HOURS OF WORK AND OVERTIME (cont'd)

15.07 ii) Call-in (cont'd)

c) In the event that the Corporation offers call-in overtime to a member of the bargaining unit, it shall be offered as indicated below. In the event there are insufficient volunteers the Corporation may assign the overtime work in reverse order of seniority to qualified employees.

Public Works Department

Overtime shall be offered on a rotational basis to employees within the appropriate classification who have indicated a desire to be called. In the event there are insufficient volunteers, the Corporation may offer the overtime work to qualified employees outside the classification in order of seniority.

ARTICLE 15 - HOURS OF WORK AND OVERTIME (cont'd)

Call-in (cont'd)

- 15.07 c) Parks and Recreation Department  
Overtime shall be offered on a rotational basis to employees within their area of work as defined in Article 13, paragraph 13.10 (ii) and (iii) who have indicated a desire to be called, provided the employee has the necessary qualifications and skill to perform the required work.

Other Departments

- Overtime work shall be offered on a rotational basis in order of seniority provided the employee has the necessary skill and ability to perform the required work.
- d) The Corporation will remove an employee's name from the overtime call-in list if there is a consistent pattern of refusal to accept overtime opportunities offered.



ARTICLE 15 - HOURS OF WORK AND OVERTIME (cont'd)

e) Employees called in for overtime shall be paid a minimum of three (3) hours at one and one-half (1.1/2) times the appropriate rate.

f) A monthly list shall be posted by Parks area and Public Works Classifications showing the following:

	Date	Date	Hours of
	Overtime	Overtime	Overt ne
<u>Name</u>	<u>Offered</u>	<u>Disposition</u>	<u>Worked</u>

ARTICLE 16 - PHONE-IN

16.01 When unable to report for work at their normal time, employees are required to advise the Yard Office or other place of employment prior to the beginning of the assigned shift, giving reasons for such inability and if possible, an estimate of the time they may be away from work. Employees returning to work after an absence of one (1) week or a longer period, are required to advise foremen of the date of their return by at least 12.00 o'clock Noon of the day prior to estimated return. Exceptions to the above rules will be allowed only in exceptional circumstances.

ARTICLE 17 - SHIFT PREMIUM

17.01 A shift premium of Thirty two cents (32¢) per hour shall be paid for the shift work starting after 11:00 a.m. and preceding 5:00 a.m. A shift for the purposes of administering this clause shall be the first eight (8) hours worked. Hours worked in excess of the first eight (8) hours shall not be paid at shift premium rates. There shall be no shift premium where another premium applies.

ARTICLE 18 - REST PERIODS

Coffee breaks or rest periods will be strictly controlled so as to prevent abuse. Under normal circumstances employees will not be allowed to leave the job to partake coffee. Coffee can be and should be, in most cases, carried to the job, and only in rare circumstances will it be permissible for one man to be detailed to leave the job to obtain coffee for his fellow workers. Coffee breaks or rest periods in any case will be limited to ten (10) minutes per half shift.

ARTICLE 19 - PAYMENT FOR HOLIDAYS

19.01 When no Work is Performed

Provided that the employee is at work on his required shift immediately prior to and subsequent to the holiday concerned, he shall receive pay, at his regular rate for the following holidays:

19.01 PAYMENT FOR HOLIDAYS (cont'd)

New Year's Day	The Employee's last
Good Friday	scheduled 1/2 shift
Easter Monday	prior to Christmas Day.
Dominion Day	Christmas Day
Victoria Day	Boxing Day
Civic Holiday	The Employee's last
Labour Day	scheduled 1/2 shift
Thanksgiving Day	prior to New Year's
Remembrance Day	Day.

19.02 When Work is Performed

For any work performed on the above-noted holidays or days upon which they are celebrated, employees shall receive double time for all hours actually worked in addition to their holiday pay as above provided for.

19.03 If the Corporation proclaims or declares a holiday on a regular working day, such proclaimed or declared holiday will become a paid holiday in addition to the holidays set out above.

19.04 In the event a paid holiday falls within an employee's vacation period, the employee shall be entitled to compensating time off with pay.

ARTICLE 19 - PAYMENT FOR HOLIDAYS (cont'd)

19.05 Employees other than permanent regular full time employees shall not be entitled to any paid holidays other than that which may be provided by the Employment Standards Act of Ontario.

ARTICLE 20 - INSURANCE

20.01 The Corporation shall pay on behalf of all eligible full time regular employees the full one hundred percent (100%) cost of the premiums of the following benefits subject to the terms, conditions and regulations of the policy or plan:

- a) O.H.I.P.
- b) Healthguard
- c) Group Life for an amount equivalent to double (2) the employee's yearly gross pay taken to the higher \$1,000.00, for normal death and an amount equivalent to three (3) times the employee's yearly gross pay taken to the higher \$1,000.00, in the event of accidental death.
- d) A dental plan equivalent to the Blue Cross #9 Comprehensive Dental Plan, including space maintainers, based upon the O.D.A. Fee Schedules as follows:
  - 1984 O.D.A. until March 31, 1987.
  - 1986 O.D.A. - effective April 1, 1987.
  - 1987 O.D.A. - effective April 1, 1988.

ARTICLE 20 - INSURANCE (cont'd)

- 20.01 e) vision Care Plan • equivalent to the Blue Cross Vision Care Plan 60/24.
- Effective May 1, 1987, - Vision Care Plan equivalent to the Blue Cross Vision Care Plan 100/24.
  - Effective August 1, 1987 - Vision Care Plan equivalent to the Blue Cross Vision Care Plan 125/24.
- f) Prescription Drug Plan • effective July 1, 1987, the present plan will be changed to a .35¢ per Prescription Drug Credit Card Plan.

20.02 Only regular full time employees shall be entitled to any of the Corporation paid benefits identified in paragraph 20.01 above and article 21.0.

ARTICLE 21 - PENSION PLAN

- 21.01 The Corporation agrees to continue in operation the present Pension Plan with the cost apportioned between the Corporation and its eligible employees as set out in the Plan.
- 21.02 Normal retirement is on the employee's sixty-fifth (65th) birthday.

ARTICLE 22 - SICK LEAVE PLAN

22.01 an employee who has completed his Probationary period of sixty (60) days worked shall be credited with one and one-half (1.1/2) days sick leave per month and shall be allowed an accumulative sick leave credit of one and one-half (1.1/2) days per month thereafter. On severance for any reason, except on discharge for cause, after six (6) years of coverage under this plan, any unused credit in this sick leave allowance shall be paid for in cash for one-half (1/2) the number of days standing to an employee's credit at the rate of pay of the employee immediately prior to the severance and in any event not in excess of one hundred and thirty (130) days.

22.02 The Corporation reserves the right to require a doctor's certificate as justification for payment of sick leave in cases of absence which exceed three (3) working days. In cases where the Corporation has had cause, on at least two (2) occasions, to advise the employee of frequent absences, a certificate may be required for an absence of any duration. The employee will be allowed four (4) days from the date of request to produce the certificate.

ARTICLE 23 - INJURY ALLOWANCE

23.01 An employee who is injured while at work and as a result of such injury is certified as unfit to complete the working day or shift, shall receive pay at regular rate for time lost on the day that such injury is sustained.

ARTICLE 24 - VACATION

24.01 The Corporation recognizes the need for rest and recreation on the part of its employees and has, therefore, provided the Vacation Plan outlined in the following paragraphs. Vacations are allowed as a period of change and rest for the good of the employee and the Corporation alike. Therefore, continuous service without vacation, but with extra compensation, ~~is~~ not regarded as good policy, and no employee may make such election.

24.02 Entitlement for annual vacation shall be based upon the length of continuous service on June 30th in the vacation year. Vacation shall be scheduled during the period January 1st to December 31st each year. Vacation credits may not be accumulated and carried over into the next year.

ARTICLE 24 - VACATION (cont'd)

24.03 Employees within the bargaining unit shall be granted vacations as indicated below and the vacation wages paid for scheduled vacation periods shall be based upon an employee's regular base hourly pay rate which will not include shift premiums, overtime premiums, alternate pay, or any other premiums, except as otherwise noted in i) and ii) below.

A vacation week shall consist of five (5) eight (8) hour working days. A vacation day shall consist of one (1) eight (8) hour working day.

- i) Employees with less than one (1) year of continuous service as of June 30th of any year shall receive vacation allowances according to the Employment Standards Act of the Province of Ontario.
  
- ii) Employees with one (1) year but less than two (2) years of continuous service as of June 30th of any year shall receive a vacation of ten (10) working days and shall be paid four percent (4%) of the employee's gross earnings in the previous twelve (12) month period.



ARTICLE 24 - VACATION (cont'd)

24.03 iii) Employees with two (2) but less than ten (10) years of continuous service as Of June 30th of any year shall receive a vacation of fifteen (15) working days and **shall** be paid 120 hours at the employee's regular **base** hourly pay rate.

iv) Employees with ten (10) but less than eighteen (18) years of continuous service as of June 30th of any year shall receive a vacation of twenty (20) working days and shall be paid 160 hours at the employee's regular base hourly pay rate.

v) Employees with eighteen (18) **or more** years of continuous service as of June 30th of any year shall receive a vacation of twenty-five (25) working days and shall be paid 200 hours at the employee's regular base hourly pay rate.

24.04 In scheduling the vacation of employees, preference in the choice of dates of vacations will be given to employees having regard to their respective length of continuous service with the Corporation, provided that in the opinion of the Corporation it does not interfere with proper and efficient service and operation.

ARTICLE 24 - VACATION (cont'd)

24.05 Employees leaving the employ of the Corporation during the vacation year shall have their vacation wages adjusted on a pro-rata basis in accordance with an employee's entitlement under this plan.

24.06 All deductions normally made from an employee's regular pay shall be deducted from the vacation pay.

24.07 Full annual vacation pay entitlement will not be paid out in advance. Employees will normally receive pay for time worked or pay for vacation earned on their regularly scheduled pay days. An employee who is away from work on vacation may come into the payroll office to pick up his pay cheque if a regular pay day occurs during such vacation period. An employee who plans to be some distance away and whose vacation period commences on the weekend.prior to his next pay day may arrange through his immediate supervisor, by providing the payroll office three (3) clear weeks of advance notice, to have his next immediate pay cheque issued to him on the day before his last day worked.

ARTICLE 24 - VACATION (cont'd)

24.08 Where an employee qualifies for sick leave or bereavement during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as may be mutually agreed upon. Illness is defined as: an illness where an employee has been ordered to bed for a period of three (3) days or more; an illness requiring hospitalization. Employees **must** provide a medical certificate subject to the discretion *of* the Corporation.

24.09 The third, fourth and fifth weeks of vacation entitlement referred to above may not necessarily be taken contiguous with an employee's first two weeks.

ARTICLE 25 - RATES OF PAY

25.01 The parties agree that the rates of pay as set forth in Schedule "A" attached hereto shall be paid to the employees covered by this Agreement.

ARTICLE 26 - CLOTHING

26.01 The Corporation shall supply without expense to the employees, rubber boots and protective clothing as required.

ARTICLE 26 - CLOTHING (cont'd)

26.02 Employees are required to wear safety footwear while at work. New full time regular employees who have successfully completed their probationary period will receive their first annual shoe allowance of eighty dollars (\$80.00) upon completion of six (6) months service in lieu of supplying safety footwear. Thereafter the annual allowance will be paid by July 1st of each year to all full time regular employees. New full time regular employees who receive their first shoe allowance less than six (6) months prior to the next July 1st issue date shall not receive another shoe allowance until the second July 1st in their term of employment and thereafter shall receive such allowances annually as indicated above.

26.03 Employees who have completed the probationary period shall be issued three (3) pairs of pants and three (3) shirts annually, by July 1st of each year. Coveralls will be available for use as necessary.

New employees who receive their first clothing issue less than six (6) months prior to the next July 1st issuance date shall not receive another clothing issue until July 1st in their second year of employment and thereafter shall receive future issues as indicated in this clause.

ARTICLE 26 - CLOTHING (cont'd)

26.03 cont'd

Those employees who have received two (2) complete issues of the clothing described in the first sentence ~~of~~ this clause, that is, after two (2) years of continuous service, may select other items of work clothing during the annual clothing issuance period upto the value of the clothing described herein. The other items of work clothing are, but not necessarily limited to, summer golf shirts, and a winter parka. Employees may revert to regular work clothing issue in any year. The Corporation will periodically confer with the Union on the selection<sup>s</sup> of clothes, but retains the right to final determination in selecting the type of clothing and will provide the Union with value (cost) of each article of clothing to assist employees in determining the type of clothing to be selected.

26.04 Employees who have received an issue of clothing which includes footwear under any of the above paragraphs must wear such clothing while at work for the Corporation. However, any clothing or uniform which identifies the employee as an employee of the Corporation may be worn only when the employee is:

ARTICLE 26 - CLOTHING (cont'd)

26,04 cont'd

- i) going directly to work; or
- ii) at work; or
- iii) going directly home from work and  
at no other times or in other public  
places.

26,05 Each mechanic will receive a winter weight coat for the purpose of performing outside duties when called away from their normal place of work. Such coats will be replaced as deemed necessary by the appropriate Superintendent.

ARTICLE 27 - MEAL ALLOWANCE

27,01 A meal allowance of six dollars (\$6.00) shall be paid for each authorized four (4) hours of overtime worked immediately contiguous to the employee's shift.

ARTICLE 28 - TOOL ALLOWANCE

28,01 Employees classified as Mechanics-Lead Hand, Welder-Mechanic, Motor Vehicle Mechanic "A", Small Motor Repairman "A", or Small Motor Repairman "B" and an apprentice when applicable, will be required to supply the necessary hand tools to meet the normal requirements of their duties under their classification at their own expense.

ARTICLE 28 - TOOL ALLOWANCE (cont'd)

28.02 The Corporation will pay employees so classified who have completed their probationary period a Two Hundred and Sixty dollar (\$260.00) tool allowance on August 1st annually.

ARTICLE 29 - PAY DAY

29.01 Employees shall be paid by cheque on alternate Thursdays by 4:00 p.m.

29.02 Credit Union Deductions

The Corporation shall upon receipt of proper authorization from any employee in the Bargaining Unit provide payroll deductions for the Jet Power Credit Union Limited in accordance with the agreement with that Credit Union.

ARTICLE 30 - INCLEMENT WEATHER

30.01 During inclement weather, work on inside projects may be carried on as designated by the foreman. The decision as to what constitutes inclement weather will be made by the Department Head or, in his absence, the Foreman.

No employee shall normally be transported in the back of a truck.

ARTICLE 31 - LABOUR-MANAGEMENT COMMITTEE

The Corporation and the Union will each appoint from separate areas of work as defined in Article 13.10 up to three (3) persons, each to act as members of a labour-management discussion committee. Each party shall designate one of its appointees to act as a co-chairperson who, as such, will be the contact person for his nominees. Each party will advise the Corporation's Human Resources Division of the names of its appointees and co-chairpersons, which shall be communicated to all Employees and Senior Management.

Except in an emergency situation the Committee will not meet more often than once every three months. The co-chairpersons shall exchange agendas at least one week before regular meetings.

While it is understood that the Committee will determine its own procedures, it is agreed and understood that agenda items or any other matters will not include matters which could be processed as an employee or policy grievance under the provisions of the Collective Agreement. Nor will this Committee have any authority to attempt to amend the Collective Agreement in any manner.

ARTICLE 32 - UNION AGREEMENT BOOKLETS

The Corporation will provide the bargaining unit employees a copy each, of every new agreement, as soon as possible after a new agreement is signed.


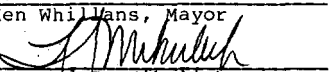


ARTICLE 33 - DURATION


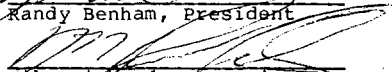
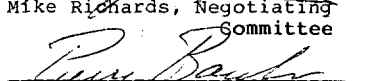
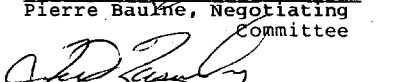
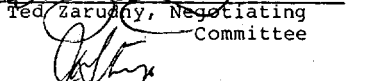
- 33.01 This Agreement shall be in effect until July 31, 1988 and unless either party gives notice in writing to the other party to the terms of this Agreement, that amendments are required, or that the party intends terminating the Agreement, then it shall automatically continue in effect until July 31, 1989 and from year to year thereafter.
- 33.02 Notice that amendments are required may only be given within the ninety (90) day period prior to July 31 or any succeeding anniversary date. The Agreement shall continue in operation, after giving notice, in accordance with the provisions of the Ontario Labour Relations Act.
- 33.03 The parties hereto agree to meet for the purpose of negotiations within fifteen (15) days or such time as may be agreed upon after the giving of such notice and shall negotiate in good faith.
- 33.04 It is understood that during the negotiations following upon notice of termination or notice of amendment, either party may bring forward counter-proposals arising out of or related to the original proposals.

DULY EXECUTED by the Parties hereto  
this 19<sup>th</sup> day of June, 1987

FOR THE CORPORATION:

  
\_\_\_\_\_  
Ken Whillans, Mayor  
  
\_\_\_\_\_  
Leonard J. Mikulich,  
Director of Administration  
& City Clerk

FOR THE UNION:

  
\_\_\_\_\_  
Randy Benham, President  
  
\_\_\_\_\_  
Mike Richards, Negotiating  
Committee  
  
\_\_\_\_\_  
Pierre Baukne, Negotiating  
Committee  
  
\_\_\_\_\_  
Ted Zaruby, Negotiating  
Committee  
  
\_\_\_\_\_  
John Steringa, Negotiating  
Committee  
  
\_\_\_\_\_  
Paul Jordison, National  
Representative

SCHEDULE "A"  
Includes Across-the-Board General Increases as Follows

- August 1, 1986 - 4.1/4%
- February 1, 1987 - 3/4%
- August 1, 1987 - 4.1/2%
- February 1, 1988 - 1/2%

1. Classifications and Hourly Rates of Pay

a) Department of Public Works and Building Job Titles	Effective August 1, 1986	Effective February 1, 1987	Effective August 1, 1987	Effective February 1, 1988
Mechanics - Lead Hand	\$14.11	\$14.22	\$14.86	\$14.93
Welder Mechanic	\$13.80	\$13.90	\$14.53	\$14.60
Motor Vehicle Mechanics "A"	\$13.48	\$13.58	\$14.19	\$14.26
Small Motor Repairman "A"	\$12.67	\$12.77	\$13.34	\$13.41
Small Motor Repairman "B"	\$12.23	\$12.32	\$12.87	\$12.93
Mechanic Learner	\$12.23	\$12.32	\$12.87	\$12.93
Garage General Helper	\$11.39	\$11.48	\$12.00	\$12.06
Lead Hand - Stockkeeper	\$13.24	\$13.34	\$13.94	\$14.01
Hydraulic Excavator Operator	\$12.72	\$12.82	\$13.40	\$13.47
Equipment Operator "A"	\$12.46	\$12.55	\$13.11	\$13.18
Public Works Maintenance Man	\$12.23	\$12.32	\$12.87	\$12.93
Equipment Operator "B"	\$12.03	\$12.12	\$12.67	\$12.73
Maintenance Handyman	\$12.03	\$12.12	\$12.67	\$12.73
Sign Maker	\$12.03	\$12.12	\$12.67	\$12.73
Stockkeeper	\$12.03	\$12.12	\$12.67	\$12.73
Truck Driver	\$11.68	\$11.77	\$12.30	\$12.36
Yardman	\$11.29	\$11.37	\$11.88	\$11.94
Meter Maintenance Attendant	\$11.09	\$11.17	\$11.67	\$11.73
Parking Control Sergeant	\$12.43	\$12.52	\$13.08	\$13.15
Parking Control Officer	\$11.68	\$11.77	\$12.30	\$12.36
Animal Control Officer	\$11.68	\$11.77	\$12.30	\$12.36
Municipal Law Enforcement Officer	\$11.68	\$11.77	\$12.30	\$12.36
Parking Lot Attendant	\$10.91	\$10.99	\$11.48	\$11.54

SCHEDULE "A" - PAGE TWO

1. Classifications and Hourly Rates of Pay

a) Department of Public Works and Building Job Titles (cont'd)	Effective August 1, 1986	Effective February 1, 1987	Effective August 1, 1987	Effective February 1, 1988
Telephone Control Dispatch	\$ 8.60	\$ 8.66	\$ 9.05	\$ 9.09
Kennel Attendant	\$ 7.98	\$ 8.04	\$ 8.40	\$ 8.44
Lead Hand - Handyman	\$12.03	\$12.12	\$12.67	\$12.73
Lead Hand - Caretaker	\$12.03	\$12.12	\$12.67	\$12.73
Caretaker	\$10.73	\$10.81	\$11.30	\$11.36
Security Guard	\$10.53	\$10.61	\$11.09	\$11.15
Labourer	\$10.91	\$10.99	\$11.48	\$11.54

SCHEDULE "A" - PAGE THREE

1. Classifications and Hourly Rates of Pay

b) Parks & Recreation Department Job Titles

Parks & Recreation Maintenance

	<u>Effective August 1, 1986</u>	<u>Effective February 1, 1987</u>	<u>Effective August, 1 1987</u>	<u>Effective February 1, 1988</u>
Man	\$12.46	\$12.55	\$13.11	\$13.18
Cemetery Operator	\$12.46	\$12.55	\$13.11	\$13.18
Parkskeeper V	\$12.46	\$12.55	\$13.11	\$13.18
Exterminator - Agricultural				
Chemical specialist	\$12.46	\$12.55	\$13.11	\$13.18
Animal Farm Keeper	\$12.03	\$12.12	\$12.67	\$12.73
Treeman II	\$12.03	\$12.12	\$12.67	\$12.73
Grower II	\$12.03	\$12.12	\$12.67	\$12.73
Gardener II	\$12.03	\$12.12	\$12.67	\$12.73
Parkskeeper IV	\$12.03	\$12.12	\$12.67	\$12.73
Facility General Operator	\$11.68	\$11.77	\$12.30	\$12.36
Treeman I	\$11.68	\$11.77	\$12.30	\$12.36
Grower I	\$11.68	\$11.77	\$12.30	\$12.36
Gardener I	\$11.68	\$11.77	\$12.30	\$12.36
Parkskeeper III	\$11.68	\$11.77	\$12.30	\$12.36
Parkskeeper II	\$11.38	\$11.47	\$11.99	\$12.05
Parkskeeper I	\$10.91	\$10.99	\$11.48	\$11.54

SCHEDULE A

NOTES

1. In the event an employee is selected for a trial period under the provisions of Article 13.09 to a higher classification, such individual shall be paid a rate half-way between his prior rate and the classified rate (to the nearest cent) for a period of twenty (20) working days subsequent to the upgrading. Thereafter the employee concerned shall receive the classified rate.
  
2. Probationary employees will be paid one dollar (\$1.00) per hour below the job rate for their classification.
  
3. Employees performing duties of any higher-rated position than presently occupied for periods of one hour or more shall receive the higher rate of pay for each full hour or part thereof, if more than one hour is worked in the higher paid classification.

A Solski, C.A.,  
Chief Administrative Officer  
and City Treasurer  
Frank A Kovrig  
Director of Human Resources



150 Central Park Drive,  
Brampton, Ont L6T 2T9  
793-4110

# The Corporation Of The City Of Brampton

## Administration and Finance Department

### Human Resources Division

February 11, 1987

Mr. Randy Benham, President  
Canadian Union of Public Employees  
Local Union #831 (O.S.)  
The Corporation of the City of Brampton

Dear Mr. Benham:

Letter of Understanding


RE: Temporary Employees Hired for Job  
Classifications Higher Paid than Labourer

The Corporation has the right to hire Temporary Employees within the terms of the collective agreement.


The Corporation will, whenever possible, provide temporary job assignments which are valued and paid a higher rate than "Labourer" to full time regular employees provided such employees have the qualifications and skills to perform such jobs efficiently and effectively from day one without training. The full time regular employees who may be selected to fill such higher paid temporary jobs will be selected from the area of work in which such temporary work projects are carried out. Qualified employees will be selected in seniority order, high to low, provided such employees are able to meet the criteria indicated above.

This letter of understanding will expire on the expiration date of this Agreement, July 31, 1988. If in the opinion of the Corporation any undue problems occur which create unnecessary delays and loss of efficiency in its operations this letter shall be withdrawn at any time.

FOR THE UNION:

  
Randy Benham, President

FOR THE CORPORATION

  
Frank A. Kovrig, Director of  
Human Resources

LETTER NO. 1



**The Corporation of The City of Brampton**  
Administration and Finance Department  
Human Resources Division

February 11, 1987

Mr. Randy Benham, President  
Canadian Union of Public Employees  
Local Union #831 (O.S.)  
The Corporation of the City of Brampton

Dear Mr. Benham:

Letter of Understanding

Article 15.00 - Distribution of Overtime  
- Definition of Overtime for Pay  
Purposes  
- Notice Required to Re-schedule  
an Employee's Shift

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There have been some problems in the administration of overtime pay. The following letter is to be used as the procedures for the purpose of developing consistency in all areas of the Parks & Recreation Divisions and the Department of Building and Public Works.

There shall be no pyramiding of overtime premium and any other premium.

Call-in - this applies to contacting an employee for overtime work after he has left the job site at the end of his regular shift. It may be an hour later - e.g. 5 p.m., or it may be later in the evening or some time after midnight while the employee is sleeping.

A person called-in to work overtime will be paid a minimum of 3 hours at 1.1/2 times the rate of pay for the job being performed. (e.g. - if 3 hours or less time is worked the employee will receive 4.1/2 hours of pay. If more than 3 hours are worked then the employee will receive 1.1/2 times the appropriate job rate for all time worked).

Another Example - an employee completes his regular 8 hour shift at 4 p.m., goes home and is contacted at 5, 6 or 7 p.m. to come

LETTER NO.2

...2/



into work at midnight and you know he will be on duty all night because of a severe storm. Instruct the employee to report for work at 11:30 p.m. and work until 7:30 a.m. for which he will be paid overtime at 1.1/2 times for the 8 hours. This same employee's regular dayshift will commence at 7:30 a.m. until 4:00 p.m. for which he will receive his regular straight time day rate.

NOTE: In the event the employee does not wish to work his regular shift (7:30 - 4:00) then he will lose his normal day's pay.

This type of call-in will not be classified as a shift change because the employee received less than 8 hours notice of the work requirement even though it may be classified as an emergency situation.

Payment for Time will commence at the actual time the Employee starts work, not from the time the Supervisor contacts him on the telephone regardless of the time of day or night.

Extension of a person's normal shift into overtime hours - when an employee is requested to continue working beyond his normal 8 hour shift he shall receive Overtime premium at 1.1/2 times for all hours in excess of 8 hours whether the time worked is a 1/2 hour or more - no 3 hour minimum payable as in Call-in situations.

The appropriate supervisor shall in these situations be certain that the employee is requested to work overtime before the end of his regular shift - before he leaves the Corporation premises or his job site.

#### Shift Change

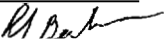
An employee should be given as much prior notice as possible before changing his shift hours of work. The minimum time of such notice must be 8 hours and there must be a minimum time spread of eight (8) hours between shifts. Therefore, if, for whatever good reason a supervisor requires an employee to change from his 7:30 a.m. to 4 p.m. shift for example to a 12:00 o'clock midnight to 8:00 a.m. shift, the Employee in question must be notified of such change no later than the 4 p.m. prior to the commencement of the 12:00 o'clock midnight shift. Inform the Employee before he leaves work.

Overtime Situations not Covered by Collective Agreement


Overtime situations that are not covered by our collective agreement shall be treated as "CALL-INS" and the "CALL-IN LIST" will be used for selecting the appropriate employee. If the employee being requested to work is called in from home he shall be paid as specified in the agreement - if the employee is contacted for such overtime work prior to the end-of-his shift then the overtime pay will be calculated in the same manner as it is for a person who is extending his normal shift into overtime hours, with no 3 hour minimum payable.

If there are any questions to the above procedures please contact me.

FOR THE UNION:

  
Randy Benham, President

FOR THE CORPORATION

  
Frank A. Kovrig, Director  
of Human Resources

LETTER NO: 2

@

A. Solski, C.A.,  
Chief Administrative Officer  
and City Treasurer

Frank A. Kovrig  
Director of Human Resources



150 Central Park Drive  
Brampton, Ont. L6T 2T9  
793-4110

# The Corporation Of The City Of Brampton

## Administration and Finance Department

### Human Resources Division

February 11, 1987

Mr. Randy Benham, President  
Canadian Union of Public Employees  
Local Union #831 (O.S.)  
The Corporation of the City of Brampton

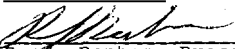
Dear Mr. Benham:

Letter of Understanding  
Article 15.0 Hours of Work and Overtime  
LIEU TIME OFF FOR OVERTIME WORKED

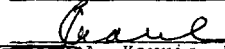
This Letter of Understanding will be in effect for the term of this Agreement which expires July 31, 1988. If in the opinion of the Corporation, experience indicates that it can administer this deviation from the normal overtime payment schedule then lieu time off for overtime worked may be permitted to continue.

- a maximum of six (6) lieu days off in a year - July 1st to June 30th, (non-transferrable to the next year) in payment of overtime at one and one-half (1.1/2) times for thirty two (32) hours of overtime worked. These dates can be amended by mutual agreement of the Parties.
- lieu time off work must be requested by an employee prior to the commencement of an authorized overtime work period which is for a time period of four (4) or more consecutive hours. (Lieu time off work will not be considered for overtime work periods of less than 4 hours).
- such lieu time off work may only be taken at non-peak or slower work time periods as determined by management.

FOR THE UNION

  
Randy Benham, President

FOR THE CORPORATION

  
Frank A. Kovrig, Director of  
Human Resources

LETTER NO: 3

A. Solski, C.A.,  
Chief Administrative Officer  
and City Treasurer  
Frank A. Kovrig  
Director of Human Resources



150 Central Park Drive  
Brampton, Ont. L6T 2T9  
793-4110

# The Corporation Of The City Of Brampton

## Administration and Finance Department

### Human Resources Division

February 11, 1987

Mr. Randy Benham, President  
Canadian Union of Public Employees  
Local Union #831  
The Corporation of the City of Brampton

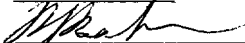
Dear Mr. Benham:

#### Letter of Understanding

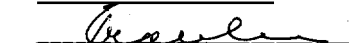
"Outside Unit" Agreement - Article 22 - Sick Leave Plan  
"Office Unit" Agreement - Schedule I - Article 5 - Sick Leave  
Plan

The Parties to these two collective agreements will at an appropriate time after these collective agreements are signed meet for the purpose of negotiating a new plan(s) acceptable to both parties.

FOR THE UNION:

  
\_\_\_\_\_  
Randy Benham, President  
C.U.P.E. Local Union #831

FOR THE CORPORATION

  
\_\_\_\_\_  
Frank A. Kovrig, Director  
of Human Resources

LETTER NO: 4

A. Sotzki, C.A.,  
Chief Administrative Officer  
and City Treasurer  
  
Frank A. Kovrig  
Director of Human Resources



150 Central Park Drive,  
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# The Corporation Of The City Of Brampton

## Administration and Finance Department

### Human Resources Division

February 11, 1987

Mr. Randy Benham, President  
Canadian Union of Public Employees  
Local Union #831, Outside Workers  
The Corporation of the City of Brampton

Dear Mr. Benham:

Letter of Understanding

RE: Schedule "A" - Classifications and Rates of Pay -  
Page 1. List of Equipment Normally operated by the  
Job Titles indicated for the Works Department

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This letter will serve to confirm the understanding reached by the Parties during the most recent negotiations that equipment operated by the Corporation shall fall into certain categories for the purposes of wage payment to the Operators of such equipment.

For the purposes of clarification, categories are indicated hereunder:

Operator "A"

Gradall  
Grader  
Backhoe  
Sweeper  
Eductor/Flusher  
Shoulder Grader

Truck Driver

Trucks - all sizes  
Truck with Plow  
Sidewalk Plow  
Sidewalk Sweeper  
Loader - when loading trucks  
Operator driven rollers  
and compactors

Truck Driver (cont'd)

Portable Steamer  
General Utility Trailer - single  
or Tandem Axle  
Tractors with Mowers

Operator "B"

Truck with Plow & Wing  
Sander  
Water Truck  
Street Flusher  
Front End Loader  
Asphalt Distributor Truck  
Truck with Hot Patch Box  
9 Ton Trailer  
16 Ton Trailer

LETTER NO. 5

Operator "B" (cont'd)  
Bulldozer  
Snowblower attached to Front  
End Loader  
Line Painter  
Patchmaster  
Asphalt Recycler  
Hydraulic Boom Truck  
Skid Steer Loader

FOR THE UNION:

  
\_\_\_\_\_  
Randy Benham, President

FOR THE CORPORATION:

  
\_\_\_\_\_  
A. Kovrig, Director  
of Human Resources

LETTER NO: 5

A. Salski, C.A.,  
Chief Administrative Officer  
and City Treasurer

Frank A. Kovrig  
Director of Human Resources



150 Central Park Drive,  
Brampton, Ont. L6T 2T9  
793-4110

# The Corporation Of The City Of Brampton

## Administration and Finance Department

### Human Resources Division

February 11, 1987

Mr. Randy Benham, President  
Canadian Union of Public Employees  
Local Union #831 (O.S.)  
The Corporation of the City of Brampton

Dear Mr. Benham:

#### Letter of Understanding

Re: Schedule "A" - Classifications and Rates  
of Pay - Page 1, List of Equipment Normally  
Operated by the Job Titles Indicated for the  
Parks and Recreation Department

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#### Parkskeeper #1

Trucks and Vans up to 1 Ton  
Trailers **only** for Skidoo and Roller Skate Boxes  
Hedge Trimmer  
Lawnmowers - 2 and 4 cycle  
String Trimmers - all makes  
Hand Operated Fertilizer Spreaders  
Walk Behind Self-propelled Rotary Mowers and Attachments  
Rototillers (walk behind)  
Leaf Blowers  
Post Hole Augers - Hand Held Gas Powered  
Field Markers - dry application  
water Pumps  
Elephant Vacs  
National Triplex Ride-on Garden Tractors - Turf King  
Walk Behind Roller  
Sod Cutters  
**Ice Edgers**

LETTER NO. 6

Parkskeeper II

Trucks and Vans not  
exceeding 3 Tons  
Trailers less than 3 Ton  
Generators  
Skill Saws  
Electric Drills  
All types of Tractors  
Schombergs Ice Matic  
Snow Blowers  
Fertilizer Spreaders  
Scarifier  
York Rake  
Aerator  
Post Hole Augers  
Tow Behind Rollers  
Self-propelled Rollers  
Grounds Groomer  
6' Tractor Drawn Rotary  
Tractor Drawn Gang Mowers  
Mott Mowers  
Hustler and attachments  
Ski Trail Groomers  
Top Dressers  
Rotovators  
Chain Saws  
Gill  
Over Seeder  
Compactor  
Rhino Blade  
Ski-doo  
Back Pack Sprayer

Parkskeeper III

Trucks exceeding 3 Tons without  
attachments  
Trailers 3 to 4 Ton  
Bombardiers  
Sidewalk Sweepers  
Air Compressor  
Large Plows  
Ski Hill Bombardier  
Snow Plows Mounted on 4 X 4 Trucks  
Sand Blaster  
Soil Shredders  
Cement Mixer (hauling only)  
Sidewalk Sander  
Chipper (hauling only)

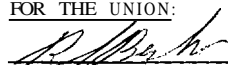
Parkskeeper IV

Trailer - 4 to 7 Ton  
Sander Attachments on Trucks  
Water Trucks  
Loaders (See Letter of  
Understanding)  
Backhoes (See Letter of  
Understanding)  
Chipper (Operating)  
Ransomes  
Field Marker - Wet Application

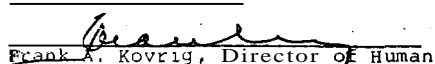
Parkskeeper V

Trailer - 7 to 10 Ton  
Backhoe

FOR THE UNION:

  
Randy Benham, President

FOR THE CORPORATION

  
Frank A. Kovrig, Director of Human  
Resources

LETTER NO. 6



A Solski, C A ,  
Chief Administrative Officer  
and City Treasurer

Frank A Kovrig  
Director of Human Resources



150 Central Park Drive  
Brampton, Ont L6T 2T9  
793-4110

**The Corporation Of The City Of Brampton**  
Administration and Finance Department  
Human Resources Division

February 11, 1987


Mr. Randy Benham, President  
Canadian Union of Public Employees  
Local #831, Outside Workers  
The Corporation of the City of Brampton

Dear Mr. Benham:

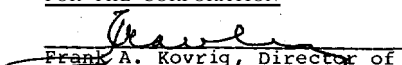
Letter of Understanding  
Hours of Work - Maintenance and Security Personnel

This letter will confirm Our understanding that maintenance and security employees at the Civic Centre and at the Williams Parkway Complex may be assigned to work an average of forty hours per week over a four week period without payment of overtime premiums simply because they work more than five consecutive days or on a week-end.

FOR THE UNION:-

  
\_\_\_\_\_  
Randy Benham, President

FOR THE CORPORATION

  
\_\_\_\_\_  
Frank A. Kovrig, Director of  
Human Resources

LETTER NO.7

A Solski, C A,  
Chief Administrative Officer  
and City Treasurer

Frank A Kovrig  
Director of Human Resources



150 Central Park drive.  
Brampton, Ont L6T 2T9  
793-4110

## The Corporation Of The City Of Brampton Administration and Finance Department Human Resources Division

February 11, 1987.

Mr. Randy Benham, President  
Canadian Union of Public Employees  
Local #831, Outside Workers  
The Corporation of the City of Brampton

Dear Mr. Benham:

Letter of understanding

Re: 1. Work Schedule - Security Guards  
2. Uniforms - Security Guards

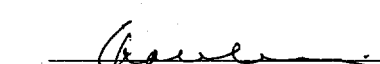
This letter will serve to confirm the understanding reached during the recently concluded negotiations with C.U.P.E. Local #831 concerning Security Guards.

1. The parties will each form a sub-committee to review and recommend a mutually agreeable system of work schedules and rotation for Security Guards.
2. On or about June 15th, 1979, management will implement a system to supply uniforms to Security Guards. The initial supply shall be two (2) uniforms consisting of jacket, pants, shirt and tie.

FOR THE UNION

  
Randy Benham, President.

FOR THE CORPORATION

  
Frank A. Kovrig, Director of  
Human Resources

LETTER NO: 8

A. Solski, C.A.,  
Chief Administrative Officer  
and City Treasurer

Frank A. Kovrig  
Director of Human Resources



150 Central Park Drive,  
Brampton, Ont. L6T 2T9  
793-4110

## The Corporation Of The City Of Brampton Administration and Finance Department Human Resources Division

February 11, 1987.

Mr. Randy Benham, President,  
Canadian Union of Public Employees  
Local #831  
The Corporation of the City of Brampton

Dear Mr. Benham:

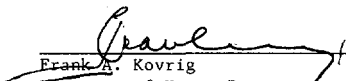
Letter of Understanding  
Joint Job Evaluation For Each  
C.U.P.E. Bargaining Unit

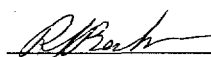
It is understood and agreed that the parties will form Joint Job Evaluation Committees to prepare the terms of reference, criteria and methodology for achieving Job descriptions; a **job** evaluation manual; program maintenance procedures and recommendations regarding implementation and to perform the duties related to the Job evaluation program.

It is further agreed that the implementation date pertaining to any salary adjustments resulting from the Job Evaluation Committee deliberations will be January 1st, 1988.

FOR THE CORPORATION

FOR THE UNION

  
\_\_\_\_\_  
Frank A. Kovrig  
Director of Human Resources

  
\_\_\_\_\_  
Randy Benham  
President

LETTER NO: 9