

1991 - 1993 Collective Agreement

SOURCE	City		
EFF.	91	05	01
TERM.	93	04	30
between The No. OF CORPORATION EMPLOYEES of the City of Mississauga	145		
Mississauga	JF		

and
Canadian Union
of Public Employees
Local 66



FEB 3 1993

07168(04)

Collective Agreement

Between:

**The Corporation of the
City of Mississauga,
(hereinafter referred to as “the City”)**

(Transportation and Works Department)

- and -

**Canadian Union of
Public Employees, Local 66,
(hereinafter referred to as “the Union”)**

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Article 1 - General Purpose

1.01

The general purpose of this Agreement is to establish and maintain mutually satisfactory relations between the City and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours **and** wages for all employees who are subject to its provisions.

Article 2 - Recognition

2.01

The City recognizes the Union as the sole collective bargaining agent for all field employees of its Engineering Section, and for all employees in the Works Section and Works Service Centre save and except Section Heads and Foremen, persons above the rank of Section Head and Foreman, office staff, and students hired for the school vacation periods.

2.02

Wherever the male pronoun is used in the Agreement, it **shall** be deemed to include the female pronoun.

Article 3 - Relationship

3.01

Neither the City nor the Union shall discriminate against employees.

3.02

No individual employee or group of employees shall undertake to represent the Union at meetings with the City without proper authorization of the Union. In order that this may be carried out, the Union will supply the City with the names of employees who are stewards or other officers of the Union. Similarly, the City shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

3.03

There will be no solicitation for membership by the Union or by any of its members during an employee's working hours, nor will there be any assembly of employees during such hours for the purpose of conducting meetings relating to Union business, without the consent of the City or except as hereinafter provided.

3.04

During the term of this Agreement, representatives of the City will meet at intervals with the Union Committee to discuss any matters that may arise which **are** of interest or concern **to** either party. An agenda of matters to be discussed at such meeting shall be submitted along with the request for the meeting. Such meetings will be in addition to any meetings which are convened to discuss grievances.

Article 4 - Reservation of City Rights

4.01

Nothing in this Agreement shall be interpreted as limiting the City in any way in the exercise of all of the rights, powers, authority and regular and customary functions of management to introduce technical improvements and methods of operation, and changes in the methods of operation, the extension, limitation, curtailment or cessation of operations, and the right to engage, lay off, promote, demote, classify and transfer employees with due regard to ability and seniority, and to reprimand, suspend or discharge employees for just cause. These rights will not be exercised in any manner that violates the intent and provisions of this Agreement.

Article 5 - Union Representation

5.01

The Union shall have the right to appoint or otherwise select a committee of not more than four (4) employees to represent the Union in meetings with the City concerning the negotiation or administration of this Agreement. The City will recognize the President of the Local Union, or his designated representative as a member of the Union Committee provided, however, that the total number on any committee shall not exceed five (5) employees.

5.02

The Union shall further have the right to appoint or otherwise select a total of not more than (6) stewards, including the Chief Steward - two (2) from the Engineering Section, three (3) from the Works Section and one (1) from the Works Service Centre.

5.03

The above sections of this Article shall not be interpreted so as to prevent an employee who is a steward from acting on the Union Committee.

5.04

An employee shall not be eligible to act as a member of the Union Committee, or as a steward, until after he has completed his probationary period of employment.

5.05 (a)

The Union acknowledges that stewards, members of the Union Committee and such other Union officers that may be chosen from among the employees, have regular duties to perform as employees of the City, and that such persons will not leave their regular duties for the purpose of presenting or discussing grievances, or for the purpose of conducting any business on behalf of the Union without first obtaining the permission of their immediate supervisor. Such permission will not be unreasonably withheld. On resuming their regular duties, such employees will report to their supervisor and will, if requested, give any reasonable explanation for time spent away from work.

(b)

In consideration of stewards, members of the Union Committee and other Union officers who are employees, complying with the terms of (a) above, the City will pay such employees for time spent in handling grievances of employees or attending other meetings with representatives of the City during their regular hours of work.

5.06

The Corporation will recognize the National Representative at all meetings held with the Union should the Local Union choose to have him/her attend.

Article 6 - No Strikes or lockouts

6.01

During the term of this Agreement, the Union will not cause or direct, nor will the employees conduct any strike, slowdown or other collective action against the City which will stop or interfere with work. The City will not cause or direct any lockout of its employees,

6.02

The terms "strike" and "lockout" shall be interpreted in accordance with the definitions set out in The Labour Relations Act, R.S.O., as amended.

Article 7 - Check-off of Union Dues

7.01

The City will deduct the regular monthly Union dues from the pay issued to employees. Such deduction will be made once each calendar month and amounts so deducted will, within ten (10) working days, be forwarded to a designated official of the Union.

7.02

Every employee covered by this Agreement who is, or becomes a member of the Union, shall remain a member during the term of this Agreement.

7.03

The Union will save the City harmless from any claims made by employees for amounts deducted from their pay in accordance with the terms of this Article.

Article 8 - Complaints and Grievances

8.01

Complaints and grievances shall be dealt with in the following **manner**. All grievances must be in writing (Step 1 excepted), and filed within seven (7) working days of the alleged grievance.

Step 1

If an employee has a complaint, he shall, with or without his steward, take the matter up orally with his district supervisor. The district supervisor will give his answer to the complaint within two (2) working days after it has been brought to his attention. For the purpose of this clause, district supervisor shall include district supervisor, inspection supervisor, traffic foreman, service centre supervisor and survey supervisor.

Step 2

If the reply of the district supervisor is not satisfactory, the complaint shall be stated in writing as a grievance and shall, within five (5) working days after the district supervisor has given his answer, be submitted by the employee and a steward to the section manager. Within two (2) working days after receipt, the section manager will commence discussion with the employee and his steward, and will give his reply, in writing, within a further two (2) working days. For the purpose of this clause, Section Manager shall include Manager Public Works for all areas except Service Centre, which will be Director Fleet Maintenance.

step 3

If the reply of the Section Manager is not satisfactory, the grievance may, within five (5) working days, be referred to the Director of Engineering and Works or designate, or the Corporate Director responsible for the Service Centre or designate, and such other representative as may be chosen to represent the City, will meet with the Union Committee to discuss the grievance within five (5) working days after it has been referred to this step. At this meeting, a full-time representative of the Union may be present if his presence is requested by either party. A written reply to the grievance will be given within five (5) working days after the meeting has been held.

8.02

If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either such party may, within seven (7) working days, refer the grievance to arbitration in accordance with the provisions contained in Article 11.

8.03

Any of the time allowances provided in this Article may be extended by mutual agreement between the City and the Union Committee.

Article 9 - Discharge and Discipline Cases

9.01

If a permanent employee believes he has been unjustly suspended or discharged, the matter may be submitted as a written special grievance to the Director of Engineering and Works, or the Corporate Director responsible for the Service Centre, at the Step 3 level, within five (5) working days of the suspension or discharge.

9.02

When a permanent employee is suspended or discharged, notification of such action shall be given to the Union and sent to the employee by registered mail within two (2) working days of the suspension or discharge. Should an extension to the time limit be required it will be granted upon request.

Article 10 - City Grievances

10.01

If the City has a complaint with respect to the conduct of the Union or its officers, or that the Union has violated the provisions of the collective agreement, the City will submit such complaints to the Union. The Union will meet with the City within five (5) working days to discuss the complaint and will give the City a written reply within five (5) working days of the meeting. If the complaint is not settled, it may be referred to arbitration.

Article 11 - Arbitration

11.01

Any arbitration proceedings shall be in accordance with The Labour Relations Act of the Province of Ontario.

11.02

An Arbitration Board shall not be authorized to render any decision inconsistent with the terms of this Agreement, nor shall the said Board be authorized to alter, add to or amend **any** of the clauses contained herein.

Article 12 - Seniority

12.01

The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority within the bargaining unit.

12.02

An employee will be considered on probation and will not have any seniority standing with the City until after he has completed three (3) months of work in a twelve (12) month period with the exception of all employees in survey and inspection, mechanic welders, and mechanics who will have six (6) months probation. His seniority will, upon completion of the probationary period, date back the three (3) months or six (6) months he has worked and the employee will be considered as a permanent employee.

12.03

Separate seniority lists showing the names and seniority dates of employees will be prepared by the City. These lists will be revised once each twelve (12) months and will be posted on the bulletin boards in each area yard, **no** later than the 1st week of January each year. **A** copy of the seniority lists will **be** forwarded to the Union and each steward at the same time. Such list(s) shall be considered as final and accurate unless representations, dated and signed, are received by the Human Resources Commissioner within **six (6)** weeks from the date of **posting** on the yard bulletin boards.

12.04

In cases of reduction of the work force due to lack of work, the skill, ability, qualifications and experience of employees will be the governing factors, and where these factors are relatively equal between employees, seniority shall govern. Seniority so exercised shall be on a bargaining unit wide basis.

12.05

Employees who have completed their probationary period, and who **are** laid off due **to** lack of work, will be recalled to work when work becomes available, in the order of their seniority, provided such employees are qualified to perform the work that is available. Such recall will be by registered letter or telegram addressed to the last address recorded with the City by the employee.

12.06

Permanent employees who have been laid off due to lack of work will retain their seniority and right of recall for the period of the employee's actual service up to a maximum of 12 months.

12.07

Seniority previously accumulated will be lost whenever an employee:

- (a) **quits** or is discharged;
- (b) **is** absent for three (3) consecutive working days without a reasonable explanation satisfactory to the City;
- (c) is laid off for a period equal to the seniority he had at the time the layoff occurred but not exceeding twelve (12) consecutive months;
- (d) fails to report for work at the expiration of any leave of absence granted by the City without a reasonable explanation satisfactory to the City;
- (e) fails to return to work within seven (7) working days after notice of recall has been sent out in accordance with 12.05 above. Should an extension to the time limit be required it may be extended up to twenty (20) working days providing both parties agree to such a request.
- (f) is absent in excess of twenty-four (24) months due to accident or illness, and becomes totally and permanently disabled. This provision applies to disabilities beginning after 12th February 1986.
- (g) fails to report their absence from duties on three (3) separate occasions within a twelve (12) month period without reasonable explanation, satisfactory to the City.

12.08

If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority within the bargaining unit for a period of up to six (6) months.

During this six (6) month period the employee shall pay union dues in accordance with Article 7 and shall only be covered under Articles 8 and 9 of the Collective Agreement.

The employee shall have the right to return to their former position in the bargaining unit at any time during the six (6) month period, thereafter the employee's bargaining unit seniority will cease.

Article 13 - Posting of Job Vacancies and Bulletin Board

13.01 (a) Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, such openings will be posted on the bulletin boards in all district yards, inspection, traffic, service centre and survey sections. These openings will be posted for a period of five (5) full and clear working days, whereby an employee may apply in writing, dated and signed for the position.

Such postings shall contain the following:

Position, department, duties, qualifications and salary. No outside advertising shall be implemented until all internal applicants have been processed, and should none of these be accepted, the City will fill the position at its discretion.

Such qualifications shall not be established in an arbitrary or discriminatory manner.

(b) Filling Job Vacancies

The senior employee applying for the position as posted who is qualified and has the most experience at the time will be given the job. If none of the applicants has the necessary qualifications and experience, the City will fill the position at its discretion. The City will consider the applications received on the basis of the appropriate section first and then the other sections before any outsiders are hired. Sections here shall be defined as being works, survey and inspection, service centre and traffic.

- (c) The Union agrees that the filling of vacancies outside the bargaining unit, with respect to part (a) and (b) of this Article, will not be subject to the grievance procedure.
- (d) Any bargaining unit member successful in filling a vacancy will be subject to a three (3) month trial period. During this period, the employee may elect to return to his/her previous position or the City may elect to return the said employee to his/her former position if his/her performance is not satisfactory to the City.

13.02

A Union Bulletin Board will be provided by the City for posting Union Notices. All notices posted thereon shall be subject to the approval of the Director of Engineering and Works, or the Corporate Director for the Service Centre, or their appointed agent.

Article 14 - Leave of Absence

14.01 (a)

An employee will be allowed three (3) days off with pay in the event of a death of his father, mother, spouse, child, sister, brother, mother-in-law or father-in-law, to make arrangements for and to attend the funeral. One extra day may be allowed with pay by the Department Head for travelling purposes to and from the funeral.

- (b) An employee will be allowed one (1) day off with pay in the event of the death of his son-in-law, his daughter-in-law, sister-in-law, brother-in-law, his grandparent or a grandchild, to make arrangements for and to attend the funeral.
- (c) The City may require proof of death and in any circumstance, only regular working time missed shall be paid for and shall end on the day of the funeral. Additional leave of absence, without pay, will be granted upon approval by the Department Head.

14.02

Leave of absence with pay and without loss of seniority will be granted employees to attend functions of the Union, such as conventions, provided that such leave does not exceed five (5) working days, and provided there is at least one (1) week's notice of such leave and the approval of the Director of Engineering and Works, or the Corporate Director for the Service Centre, has been granted. This leave shall apply to a maximum of forty (40) man-days' leave per calendar year.

14.03

If **an** employee is called for jury duty, **or** is subpoenaed as a witness, the City will pay the employee his full regular wages, provided he turns over to the City the amount received for jury duty **or** witness pay, and further provided he reports for work when not required for jury **or** witness duty. In the event the jury duty or witness pay includes mileage, the said amount included for mileage will not be turned over to the City.

14.04

Any request for a leave of absence of five (5) days **or** less duration must be directed to the Section Head **of** the employee's department. Requests for more than five (5) days must be directed to the Director of Engineering and **Works**, or the Corporate Director for the Service Centre. Employees on leave of absence in excess of eleven (11) working days will repay the City for all benefits paid on the employee's behalf, on **his** return. No sick leave shall be accumulated in any calendar month where **an** employee is off on a leave of absence in excess of eleven (11) working days.

14.05

Maternity Leave - Employees who require a leave of absence for pregnancy leave purposes as defined under the Employment Standards Act shall be governed by such act.

Article 15 - Leave for Illness

15.01

A plan of sick leave credit gratuities, hereinafter called sick leave credits, for all permanent employees of the City is to be established as hereinafter set out.

15.02

A "permanent employee" shall be defined as an employee who has completed six (6) months' continuous service with the City and has been accepted to a full-time position with the City.

15.03

Permanent employees shall be allowed to accumulate sick leave credits on the following basis:

- (a) Sick leave credits shall be accumulated at the rate of one and one-half (1 1/2) days **per** calendar month of work unless the employee is off ill and his wages continued by a Municipal disability plan of insurance, or is off due to illness or injury and has exhausted his sick leave credits.

15.04

The normal work days an employee is absent on account of illness shall **be** deducted from the sick leave credits he has accumulated with the City and in accordance with Article 15.07.

15.05

Absence on account of illness for less than half a day shall not be deducted. Absence on account of illness for half a day or more, and less than a full day shall be deducted as one-half (1/2) day. It is understood that lunch break shall be considered to split the day into two (2) halves for the purpose of this clause.

15.06

Absence on account of pre-arranged medical and/or dental appointments will not be considered absence eligible for sick pay unless hospitalization is involved.

15.07

Absence from employment due to illness in excess of three (3) working days shall require a doctor's certificate indicating the nature and duration of the illness.

Where the City thinks an employee is abusing the sick leave with pay plan by taking time off work for other than what was intended by the said plan and is claiming pay therefore, the City may require medical certification of the claimed illness, such certification to be in a form satisfactory to the City. Failure on the part of the employee to produce such certification will result in the claim for payment being denied.

15.08

Pregnancy leave will not be considered sickness for the purpose of this Article.

15.09 (a)

Permanent staff, upon retirement or upon termination of employment after a period of seven (7) continuous years of service with the City of Mississauga, its predecessors or their Boards or Commissions, shall be paid an amount equal to his salary, wages or remuneration for one-half, (1/2) the number of days standing to his credit under the provisions of 15.03(a), provided such amount does not exceed the amount of one-half year's earnings at the rate received by the employee immediately prior to such termination of employment.

- (b) In the event of the death of an employee prior to normal retirement, a payment similar to that set out in 15.09(a) above shall be paid to the employee's estate.

The aforesaid provisions shall be deemed to be effective January 1, 1977.

- (c) Effective 1st September 1986, the employees listed on the Letter of Understanding Re: OMERS and Sick Leave dated 15 Dec '86 which is attached to this Collective Agreement will **no** longer be covered by the provisions of Article 15.09 (a) and (b).

15.10

Any member of C U P E, Local 66 hired after 26 August 1982, will be covered by a Disability Income Programme and not the foregoing Sick Leave Credit Plan. This Programme is fully paid for by the City and operates as follows:

Eligibility

All permanent employees are eligible to receive the following benefits after three months of continuous service.

Length of Service	Full Salary	2/3rds of Salary
Less than 3 Months	Nil	Nil
3 Months but less than 1 year	Nil	24 Weeks
1 Year but less than 2 years	2 Weeks	22 Weeks
2 Years but less than 3 years	4 Weeks	20 Weeks
3 Years but less than 4 years	6 Weeks	18 Weeks
4 Years but less than 5 years	8 Weeks	16 Weeks
5 Years but less than 6 years	10 Weeks	14 Weeks
6 Years but less than 7 years	12 Weeks	12 Weeks
7 Years but less than 8 years	14 Weeks	10 Weeks
8 Years but less than 9 years	16 Weeks	8 Weeks
9 Years but less than 10 years	18 Weeks	6 Weeks
10 Years but less than 11 years	20 Weeks	4 Weeks
11 Years but less than 12 Years	22 Weeks	2 Weeks
12 Years but less than 13 years	24 Weeks	Nil

Benefits will be applicable for up to 24 weeks for each separate period of disability. Periods of disability due to the same or related cause or causes will be considered as one period of disability if separated by less than 10 consecutive working days.

Full salary benefits will be limited in any calendar year to the number of weeks entitlement indicated by length of service.

Benefits extending beyond 3 working days will commence from the first day of disability for the first three absences in a calendar year and from the **fourth working day of disability** **For the 4th and subsequent absences** lasting more than three working days in duration.

Employees will be allowed six “Incidental Illness” days per calendar year to provide income for illness of three days or less.

Benefits will **only** be paid after the employee supplies the City of Mississauga with satisfactory evidence of disability which entails a medical certificate from an accredited physician.

After **an** absence of 120 working days the employee may apply for L T D coverage.

Article 16 - Hospital and Medical Plans

16.01

The City shall continue in effect the following plans:

- (a) Extended Health Benefit Plan including semi-private hospital insurance coverage and Blue Cross Out of Country Deluxe coverage under the group policy. This will include:
Vision Care at \$125/24 months
Hearing Care at **\$200/24** months

Effective 1 May 1992 this will include:

- Vision Care at **\$150/24** months
- (b) Group Life Insurance Plan with coverage equal two (2) times the employee's salary to the next highest multiple of one thousand;
- (c) An Accidental Death and Dismemberment benefit on the above Basic Life Insurance.
- (d) A Paid-up Life Insurance Policy of Two Thousand Dollars (\$2,000.00) upon approved retirement after five (5) years' continuous service with the City.

The entire cost of the above will be paid by the City.

16.02

The City will offer the option of an additional one time's the employee's salary for Life Insurance.

The entire premium cost of this option will be paid by the employee.

The City will also offer the option of Dependent Group Life Insurance coverage for employee's dependents. The entire premium cost of this option will be paid by the employee.

16.03

A Long Term Disability Plan as outlined in the master policy. The cost of the above to be shared equally by the City and the employee.

16.04

A preventative care Dental Plan.

The Plan will pay benefits based on the 1990 ODA.

Effective September 1, 1991 the Plan will pay benefits based on the 1991 ODA.

Effective 1 May 1992 the Plan will pay benefits based on the 1992 ODA.

16.05

The City will provide Optional Dental Plan coverage for Orthodontic and Major Restorative Services for those employees who desire such coverage.

A second option to the dental plan for Major Restorative services will be made available to employees who wish to purchase coverage.

The coverage will be subject to the various restrictions, deductibles, etc, as per the Master Insurance Policy. The monthly premium payment for the Optional Dental coverage will be subject to ODA Fee Schedule changes and will be paid 50% by the City and 50% by the employee.

16.06

Retirees Benefits Coverage

Effective 1 March 1989, for employees retiring on or after that date on an unreduced pension, with a least ten (10) years of service, the following benefits coverage will be made available at retirement, until the retiree reaches age 65:

Life Insurance

50% City Paid

(1 times annual salary to a maximum of \$50,000)

A D & D

50% City Paid

(1 times annual salary to a maximum of \$50,000)

Major Medical

100% Employee Paid (\$10,000 maximum lifetime benefit)

16.07

All new members of the bargaining unit will participate in the OMERS Basic Pension Plan subject to the provisions of Appendix 'B'. Contributions will be shared 50% by the employee and 50% by the Corporation.

16.08

It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with the employees of the portion (5/12ths) of the Employer's U.I.C. reduced premium cost, assuming that the Employer's request for such premium cost reduction is approved by the U.I.C.

Article 17 - Paid Holidays

17.01

The following days will be recognized as holidays and will be paid for at straight time rates:

New Year's Day	Civic Holiday	Good Friday
Labour Day	Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day	
Canada Day	Christmas Day	Boxing Day

The last half of the working day before Christmas Day will be considered part of the above list, with the provision that should inclement weather occur, employees will be required to work at straight time rates of pay and be granted some other half day off at regular pay at a time suitable to the City. The provisions of Article 17.04 are waived in this instance.

When Canada Day falls on a Saturday it will be observed on the previous Friday. When it falls on a Sunday it will be observed on the following Monday.

17.02

The City will recognize any other day proclaimed by the Federal, Provincial or Municipal Government.

17.03

When any of the above holidays falls on Saturday or Sunday, the preceding Friday or succeeding Monday will be designated by the City as the holiday in lieu of the holiday falling on Saturday or Sunday.

17.04

In order to be eligible to receive payment for a holiday, an employee must work the last full shift immediately preceding and the first full shift immediately succeeding a holiday, **or** make some other arrangement satisfactory to his department head.

Article 18 - Vacations with Pay

18.01

For the purpose of allocating vacations, continuous service shall be calculated as of December 31st in the year immediately preceding the year in which a vacation is taken.

18.02

Vacation with pay will be granted on the following basis:

- (a) Employees with less than one (1) year of continuous service will receive one (1) day **of** vacation **for** each month of such continuous service, to **a maximum of** ten (10) days; **(4% total pay)**.
- (b) One **(1)** year of continuous service - two **(2)** weeks; **(4% total pay)**.
- (c) Three (3) years of continuous service - three **(3)** weeks **(6% total pay)**.

Effective 1 May 1992 this will become three (3) weeks after two (2) years (**6%**total pay).

- (d) Ten (10) years of continuous service - **four** (4) weeks (8% total pay).
- (e) Eighteen (18) years of continuous service - five (5) weeks (10% total pay).
- (f) Twenty-five (25) years of continuous service - six (**6**) weeks'(12% total pay).

18.03

The vacation for a particular calendar year may be scheduled during the period of January 1st **of** that year to and including April 30th of the following year.

18.04

An employee shall not have the right to carry forward all or part **of** a vacation from one vacation period to another, or to take two vacations consecutively, except with the written consent of the City.

18.05

Where **a** paid holiday, as contained in 17.01 above falls during **an** employee's vacation, the employee will be granted an extra day of vacation with pay.

18.06

Should an employee suffer a bereavement (as covered under 14.01) or illness during his vacation, the employee shall **be** given a credit for the **days lost** to his vacation entitlement *provided written proof, satisfactory to the City, is submitted on the employee's return to work.*

18.07

For the purpose of this Agreement total pay shall mean total earnings of the employee received from the City in the calculation period but will not include any payment made by the City on behalf of any income replacement plan.

18.08

An employee who is absent **for** twenty (20) working days or less in the vacation calculation year will have his vacation pay determined by his years of service in relation to the number of weeks allowed or the percentage of total pay as determined in Clause 18.02, whichever is greater.

An employee who is absent from work for more than twenty (20) working days in the vacation calculation year will have his vacation pay determined strictly by the percentage of total pay as determined by Clause 18.02.

Vacation, Leave of Absence for Union Business, as outlined in this contract (Article 14.02), Jury Duty and Bereavement Leave and absence on approved Workers' Compensation during the twelve (12) **period** following the date of accident **for** new claims occurring after 1 January 1990, will not be considered as absence for purposes of this clause.

Article 19 - Clothing

19.01

It shall be compulsory for all employees to wear CSA approved green patch safety boots at all times while working for the City. Hard hats also must be worn in accordance with the current Occupational Health and Safety Act. For service centre employees hard hats and goggles will be worn as and when required.

19.02 (a)

Effective 1 May 1992, Works and Traffic employees will receive uniform clothing as determined by the City consisting of three (3) pair of work pants and three (3) work shirts (long or short sleeve). Such clothing will be replaced on an as required basis and must be worn while working.

Effective 1 November 1991, Works, Traffic and Service Centre employees will receive a Winter Parka once every thirty-six (36) months.

- (b) Effective 1 May 1992, Survey and Inspection employees will receive an annual clothing allowance of \$200.00 which will include the cost of safety boots.
- (c) Each employee in the Service Centre will receive on a rental basis three (3) pairs of overalls and three (3) shirt and pant outfits or any combination of six of the above.

- (d) The City will pay each employee in Works, Traffic and the Service Centre an annual safety boot allowance of \$65.00 effective 1 May 1992.
 - (e) Any member may be given one (1) additional safety boot allowance of \$65.00 during the term of the collective agreement at the discretion of their supervisor in consideration of damage, wear, etc.
-

Article 20 - Safety and First Aid

20.01

First-Aid Kits will be supplied by the City and kept in places easily accessible to all employees. A book for recording injuries will be located in the Works building.

20.02

The City will endeavour, with the Union's assistance, to continue the safety program established during 1977.

Article 21 - Inclement Weather

21.01

When it is necessary for employees in the Works Section to work outside during inclement weather, the City will provide waterproof wearing apparel for employees consisting of at least rubber coats, hats and boots. Any replacements must be approved by the Management.

Article 22 - Tuition for Authorized Training Courses

22.01

The City will reimburse employees for educational courses taken, provided;

- (a) The course has been authorized by the Department Head and Human Resources Commissioner, and
- (b) Substantiated successful completion of the course is obtained. Only courses directly related to the employee's work will be considered. Enquiries regarding courses should be made to Human Resources Department.

Article 23 - Temporary Employees, Transfers, Promotions

23.01

The City may use temporary employees for vacation fill-ins, absenteeism, peak work periods and for emergency purposes, but they shall not be used to deprive regular employees of their normal hours of work. The City will endeavour to ensure that such employees are not employed for a period of longer than six (6) consecutive months at a time. However, a temporary employee who has completed six (6) consecutive months of service with the City will be deemed to have completed the probationary period as per Article 12.02 of this Agreement.

Prior to the completion of six (6) consecutive months of employment, temporary employees will not be entitled to access to the Grievance and/or Arbitration procedures or the various benefit coverages outlined in this Collective Agreement. During the six (6) month period such employees will be entitled to overtime in accordance with Schedules 'A' and 'B' and Statutory Holidays will be paid according to the Employment Standards Act.

Temporary employees other than Temporary Labourers will be paid 10% less than the job rate for the particular classification.

Temporary Labourers will be paid 70% of the Labourer rate.

Temporary rates will not apply to students. The City will endeavour to ensure that permanent employees are offered any overtime in any District Yards before temporary employees.

23.02 Temporary Assignments

Whenever it is deemed necessary to have an employee temporarily perform the duties of a higher or lower classification, the employee selected will be paid at the higher classification for the time he has performed such work. The employee must possess the required qualifications to perform such work. These temporary jobs will not be advertised.



23.03 Temporary Promotions

With the exception of temporary promotions as provided for in Article **23.02**, all changes in rates of pay due to progression within a classification or due to permanent re-classification, shall be effective the first pay period following transfer to the new category.

23.04

An employee who is transferred other than in accordance with **23.02** above, from a higher to a lower rated classification, will be paid the rate for the lower classification.

Article 24 - Schedules

24.01

Attached hereto and forming part of this Agreement is:

Schedule "A" - Job Classifications, Hours of Work, Wage Rates and Overtime for the Works Section, Traffic Section, Works Service Centre, Inspection Section and Survey Section.



Article 25 - Duration

25.01

This Agreement shall continue in effect from and including the 1st day of May, 1991 to and including the 30th day of April, 1993, and from year to year thereafter. ~~unless either~~ party gives notice to the other party of its desire to negotiate amendments, or to terminate the Agreement. Notice by either party that it wishes to negotiate amendments or terminate the Agreement may only be given during a period of not less **than thirty (30)** days and not more than ninety (90) days prior to the **30th** day of **April**, 1993, or any succeeding anniversary date of this Agreement.

25.02

The parties will meet within ten (10) days after the giving of notice to the other party for the purpose of conducting negotiations.

25.03

It is understood that during any negotiations following upon notice of amendments or of termination, either party may bring forward proposals and counter-proposals.

Signed at Mississauga, Ontario this _____
day of _____ 1991.

For the Corporation

Hazel McCallion, Mayor

Terence L. Julian, City Clerk

David Bray, Commissioner
Human Resources

For the Union

Phil Ferrara

Gary LeBoeuf

Tom Godden

Chris Schin

Graham Silcox

Ralph Carnovale

SCHEDULE "A"

Job Classifications, Hours of Work, Wage Rates and Overtime for the Inspection Section/Survey Section/Works Section/ Traffic Section and Service Centre

A-1

The City will classify employees and pay wage rates in accordance with the following:

Survey and Inspections

Effective May 1, 1991

Weekly Hours	Start	6 Months	12 Months	24 Months	36 Months
Party Chief					
37.5	18.02	18.48	18.94	20.12	N/A
Senior Inspector					
40.0	18.02	18.48	18.94	20.12	N/A
Inspector					
40.0	16.50	16.96	17.42	18.33	N/A
Junior Inspector					
40.0	14.04	14.36	14.74	15.52	16.06
Instrument Person					
37.5	16.50	16.96	17.42	18.33	N/A
Rod Person					
37.5	12.82	13.53	14.24	14.58	N/A

Effective May 1, 1992

Party Chief	37.5	18.83	19.31	19.79	21.03	N/A
Senior Inspector	40.0	18.83	19.31	19.79	21.03	N/A
Inspector	40.0	17.24	17.72	18.20	19.15	N/A
Junior Inspector	40.0	14.67	15.01	15.40	16.22	16.78
Instrument Person	37.5	17.24	17.72	18.20	19.15	N/A
Rod Person	37.5	13.40	14.14	14.88	15.22	N/A

The maximum rate for the above classifications will be attained automatically. The hourly rate will apply for calculating overtime or deductions for absence from work.

For the Inspection and Survey Sections, periods of service of five (5) days or more while acting in a higher position on a temporary basis, will be credited to the employee toward the service requirements for the various increments for each classification.

Works, Traffic, Service Centre

Previous Job Classification	Works Person	May 1 1991	May 1 1992
Mechanic/Welder	I	\$18.35	\$19.18
Heavy Equipment	II	\$16.14	\$16.87
Truck Driver I	III	\$15.52	\$16.22
Park.Meterman	IV	\$14.95	\$15.62
Truck Driver II	IV	\$14.95	\$15.62
Mechanic/Assistant	IV	\$14.95	\$15.62
Labourer	Labourer	\$14.24	\$14.88
Probationary Labourer	Probationary Labourer	\$12.67	\$13.24
Temporary Labourer	Temporary Labourer	\$9.97	\$10.42

A-2

For Inspection and Survey the regular work week will consist of five (5) days, Monday to Friday, to be worked as follows:

- (a) Employees working as Party Chief, Instrument Person and Rodperson will work seven and one-half (7 1/2) hours daily from 8:00 a.m. to 4:00 p.m. with one half (1/2) hour for lunch.
- (b) Employees working as Inspectors will work eight (8) hours daily from 8:00 a.m. to 4:30 p.m. with one half (1/2) hour for lunch.

For Works, Traffic and Service Centre the normal working shift shall consist of eight (8) hours as follows:

1st Shift/Days	7:30 a.m. to 11:30 a.m. 12:00 noon to 4:00 p.m.
2nd Shift/Afternoons	3:30 p.m. to 7:00 p.m. 7:30 p.m. to midnight

All employees shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and second half of the shift.

A-3

For the Works, Traffic and Service Centre Sections, the City may, after discussion with the Union Committee, establish shift hours other than those set out above, it being understood that such shifts would be established on the basis of eight (8) hours daily, for a five (5) day week, Monday to Friday inclusive. No shifts will be established under this section unless the work load indicates there is work for a period of two (2) weeks.

For the Survey and Inspection Sections, the City may, at its discretion, alter the starting times specified in (a), (b) above by up to one-half (1/2) hour in either direction. Where starting times are altered, the other times specified in (a), (b) above will be correspondingly altered.

A-4

For the Works, Traffic, Service Centre and Inspection Sections, the regular work week will consist of five (5) days of eight (8) hours each. Monday to Friday inclusive, for a total of forty (40) hours. This shall not be construed to mean a guarantee of daily or weekly hours.

For the Survey Section, the regular work week will consist of five (5) days of seven and one half (7.5) hours each, Monday to Friday inclusive, for a total of thirty seven and one half hours (37.5). This shall not be construed to mean a guarantee of daily or weekly hours.

A-5

The City **may** hire the number of apprentices to correspond with the number of journeyman mechanics, who will be paid the following percentage of the rate paid to Mechanic/Welders:

Period of Apprenticeship	Percentage
1st	65%
2nd	70%
3rd	80%
4th	85%
5th	90%

When **an** apprentice has **to** attend school as part **of** his training the City shall pay the apprentice the following rates in lieu **of** his normal rates while attending the course. Normal deductions will be made from this allowance.

- e.g. 1st year apprentice - \$135:00 per week
- 2nd year apprentice - \$135.00 plus 10% of regular weekly earnings per week
- 3rd year apprentice - \$135.00 plus 20% of regular weekly earnings per week
- 4th year apprentice - \$135.00 plus 30% of regular weekly earnings per week
- 5th year apprentice - \$135.00 plus 40% **of** regular weekly earnings per week

A-6

When a Labourer is required to operate a tenant sweeper, rubber tired roller, bombardier, tractors for sidewalk sweeping and sidewalk snowploughing, sanding and grass cutting, he will be paid as a Works Person IV while operating such machines.

When a Labourer is required by the City to perform concrete repair or construction, headwall repair or catchbasin repair, he will be paid a premium of thirty-four (34) cents per hour while assigned to such duties.

A-7

In view of Mechanic/Welders being required **to supply** tools, the City agrees to pay **up** to \$160.00 per year, as a tool allowance in the last pay **of** each year. Employees shall be required to submit receipts for any new or replacement tools before any allowance is paid. Effective 1 May 1992, the allowance will be \$200.00 per year.

A-8

The City may appoint lead hands where they consider supervision is necessary. Lead Hands will be paid 40¢ per hour, more than their existing rate while acting in a Lead Hand capacity. The job of Lead Hand will not be subject to job posting. Effective 1 May 1992 the premium will be fifty (50) cents per hour.

A-9

In the Works, Traffic and Service Centre Sections, employees required to work on shifts other than those set out in A-2 above, will be given notice of seven (7) calendar days. In the event that such notice is not given, or that the notice is less than seven (7) calendar days, the shifts worked on the first day of the new schedule will be paid at time and one-half.

A-10

If the City requires overtime work, employees will cooperate with the City and overtime rates of time and one-half (1 1/2) will be paid for all authorized time worked outside of the regular daily scheduled shift hours, save and except Sunday, which shall be paid at double the employee's regular hourly rate for all time worked.

Employees may bank up to a maximum of eighty (80) hours of overtime worked as lieu time at the rate earned, either time and one half or double time. Such time may be taken off by the mutual agreement of the employee and the Department Head.

All employees hired after 14 August 1991 must reduce their lieu time bank to no more than 80.0 hours of overtime worked, through use or payout by 31 December 1991.

All employees on staff prior to 14 August 1991 must reduce their lieu time bank to no more than 80.0 hours of overtime worked, through use or payout by 1 April 1992.

An employee required to work **on** a Paid Holiday or day celebrated in lieu thereof, will be paid **at** the overtime rate of pay in addition to payment for the holiday.

A-11

For the Works, Traffic and Service Centre Sections, the City shall endeavour to distribute overtime work as equally as practical on a weekly basis among the employees within a classification who are, in the opinion of the City, qualified to perform the overtime work. Weekly overtime worked lists will be posted in each work location for Works, Traffic and Service Centre.

A-12

A shift premium of forty (40) cents per hour will be paid for all hours worked on established shifts other than the first shifts set out in A-2 above. Effective 1 November 1991, the premium will be forty-five (**45**) cents per hour.

For Survey and Inspection, in the event the City decides to establish shifts, the hours of work for each shift will be discussed with the Union Committee before any such shifts are established.

A-13

An employee who is called back to work in order to meet emergency conditions, will receive not less than three (3) hours pay at the overtime rate. This will not apply to regular overtime assigned to an employee before the end of his shift.

A-14

Employees required to work a continuous shift of more than ten and one-half (10 1/2) hours will be granted a paid lunch **period** of thirty (30) minutes, and will be paid a meal allowance of five dollars and fifty cents (\$5.50).

APPENDIX 'A'

Re: Health and Life Benefits

Benefit	Employer Premium Benefit Contribution
Basic Life Insurance 2 x Annual Salary	100%
OMERS Pension - Basic Plan (Except as defined in Appendix 'B')	50%
Dental Plan - Basic Coverage/Preventive Care	100%
Dental Plan - Optional Coverage Orthodontic and Major Restorative Services	50%
Dental ODA Coverage 1990 ODA Effective 1 June 1990 1991 ODA Effective 1 September 1991 1992 ODA Effective 1 May 1992	100%
Extended Health Care Plan to include: Vision Care @ \$125/24 months \$150/24 months - effective 1 May 1992 Hearing Aids @ \$200/2 years Blue Cross Out of Country coverage	100%
LTD (optional)	50%
Group Life - 1 times annual salary (optional) Dependent Group Life Insurance (optional)	0% 0%

**Employer Premium
Contribution****Benefit**

A D & D 100%

Semi-Private 100%

Paid Up Retiree Life Insurance - effective age 65 100%
(\$2000 upon approved retirement)

Retiree Benefit Coverage

For employees retiring on an unreduced pension
after 10 years of service with coverage to age 65:

Life Insurance 1 times annual salary
to maximum of \$50,000 50%

A D & D
1 times annual salary to maximum of \$50,000 50%

Major Medical \$10,000 lifetime benefit
maximum to age 65 0%

APPENDIX 'B'

Letter of Understanding between
The City of Mississauga,
Engineering and Works Department and
Cupe, Local 66

Re : OMERS and Sick Leave

This Letter will confirm the understanding reached between the parties concerning the OMERS Pension Plan and Sick Leave during 1985 negotiations.

It is agreed by the parties that this Letter of Understanding will remain in force until the employees listed below have all retired from the City's employment.

The City agrees to institute the OMERS Type I Supplement effective 1 September 1986, provided the Union agrees that those employees eligible for the Supplement will no longer be covered by the provisions of Article 15.10 (a) and (b) of the Collective Agreement, effective 1 September 1986.

It is understood that those employees receiving the OMERS Type I Supplementary Benefit, who become eligible for Sick Leave, must make application for LTD Benefits, should they become disabled and unable to **work** for longer than a 120 day period. Sick Leave days may be used during the 120 day period.

However, it is agreed by the parties that those eligible for the OMERS Type I Supplement will continue to be covered by the remaining sections of Article 15.

**Letter of Understanding
Re OMERS and Sick leave**

Eligible Employees covered by this Agreement:

H Bielanowsky	H Colbourne	A Cornwall
M Diteodoro	J Fiddler	R Lord
J Meyer	I Pylypczuk	F Reck
A Rentenaar	B Ryk	G Silcox

Agreed to by
For **the** Union

For the City

B Ryk

A E McDonald

F Reck

D Debenham

G LeBoeuf

D Bray

E Nelson

E Draycott

H Rentenaar

P Jordison

Date: 15 December 1986

APPENDIX 'C'

Eligible Employees - Sick Leave Credit Program

Subject to the conditions contained in Appendix 'B', the Letter of Understanding dated 15 December 1986 concerning OMERS and Sick Leave, this will confirm those employees who as of the date of signing the current collective agreement were covered by the Sick Leave Credit Program.

Name	Employee Number	Scheduled Retirement Date
HEYNSBERGEN, H	0099	1997/1/32
SILCOX, G	0100	2003/6/7
MEYER, J	0101	1996/2/20
BIELANOWSKY, H	0240	1996/3/6
JEFFS, C	0274	2002/1/26
LEFEUVRE, W	0311	2008/2/5
LORD, R	0332	1992/6/14
FIDDLER, J	0366	2008/4/18
DIAMANTI, R	0422	1999/12/27
HUYBERS, H	0454	1993/6/20
VELONIC, M	0458	1993/9/25
GODDEN, T	0528	2007/7/21
LESLIE, W	0570	1998/1/25
MACDONALD, J	0691	2010/2/12
SAPIANO, P	0721	1998/1/9
D'OVIDIO, L	0758	2005/11/8
CORDOVADO, N	1228	1993/5/7

Name	Employee Number	Scheduled Retirement Date
ATTRIDGE, A	1284	1995/4/17
REYNOLDS, D	1283	2008/10/22
MACDONALD, D	1235	1997/2/7
CONTESTABLE, V	6269	1998/2/23
COCHRANE, J	1627	2001/5/20
NEWMAN, N	1686	1999/6/1
HAMMOND, J	1779	1999/8/9
MCKEE, D	3127	2010/3/11
PASCOAL, D	6256	1996/1/31
WALSH, A	3962	1999/10/22
CORNACCHIA, V	0156	1998/10/1
BOUTHILLIER, R	0249	1993/3/21
ROSS, D	3751	2001/1/18
IACOBUCCI, E	3098	2012/11/30
CATLIN, N	4882	2002/7/13
THOMPSON, L	3713	2017/7/25
CAULFIELD, R	4990	1996/7/30
ANTIDORMI, G	5142	1993/5/17
MOORHOUSE, E	5398	1996/12/20
NARVALI, V	5400	2005/2/26
SUTHERLAND, D	4550	2008/1/3
PRATT, N	5147	1991/11/27
GOODAYLE, A	5715	1999/10/11
SUDOL, B	5798	2006/7/7
BLOWER, B	6260	2016/2/22

Name	Employee Number	Scheduled Retirement Date
FALCONER, J	5743	1998/8/26
PARSONS, P	5008	2021/4/24
HAWN, R	7035	2015/3/19
MACDONALD, E	7226	2003/1/23
BELFORD, G	5995	2015/3/29
DOCHERTY, A	7475	2013/6/14
TEW, E	7477	2012/4/14
VIGILANTI, V	7847	2000/8/12
SIMOES, J	7882	1999/4/5
HARTEN, W	8008	2009/6/7
SALMON, J	8009	2005/5/14
DUNSTAN, R	8081	2011/11/11
WATSON, I	1875	2022/1/23
WITTMER, G	8437	2007/7/13
KWINT, L	8913	2002/9/4
RUS, S	9433	1993/10/23
WILSON, P	9677	2000/4/1
BLACK, D	6400	1996/4/4
WOLFRAIM, L	0942	2016/11/19
ENGLISH, D	2114	2005/12/24
BOGERT, W	2708	2001/7/4
SACCO, F	2857	2022/1/4
PRUE, S	5458	2018/5/1
SCRACE, D	3431	2011/10/20
JUSKIW, M	9331	2018/12/15
NELSON, E	1216	2010/7/27
BANDIERA, R	8915	2000/10/6
LEBOEUF, G	3770	2019/3/16

APPENDIX 'D'

between

The Corporation of the

City of Mississauga

and

Canadian Union of Public Employees, Local 66

Re : **Winter Works Supervision**

The parties agree to the following with respect to work assignments **for** the annual Winter **Works** Programme:

- 1) Bargaining unit employees transferred to non-bargaining unit positions to assist in winter maintenance activities will continue to remain bargaining unit members. They will continue to accumulate bargaining unit seniority at the regular rate of pay and also continue to be eligible to receive their normal benefits.
- 2) During the temporary re-assignment period, the affected employees will work a 40 hour week Monday to Friday. Overtime worked will be taken at time and one half (as time **off** in lieu **of**) at a time suitable to the City prior to April 30th of each year.
- 3) Should any shortage **of** work occur, any layoff will be handled in accordance with the provisions of the Collective Agreement.

- 4) These temporary positions will be posted internally within the Engineering and Works Sections of the Transportation and Works Department, for interested employees to apply.
- 5) Applications will be dealt with in accordance with the provisions of the Collective Agreement and all internal applicants will receive an interview.
- 6) The parties agree that the filling of their temporary positions will not be subject to the grievance procedure.
- 7) Employees selected will be on call on a rotational basis which will be worked out in an equitable manner with the Supervisory Staff in each District.
- 8) When not required to assist in Winter activities, the employees involved will be re-assigned to perform normal and related duties to the sections from which they came.

For the Union

P Ferrara

G Leboeuf

T Godden

C Schin

G Silcox

R Carnovale

11 October 1991

Dated

For the Corporation

A E McDonald

J Pitushka

S Chan

E Draycott

APPENDIX 'E'

between
The Corporation of the
City of Mississauga and
Cupe, Local 66

Re: Vacation Anniversary Date System

This will confirm the understanding reached between the parties concerning the possible establishment of a vacation system based on employee anniversary date. It is agreed that the parties will meet no later than 1 May 1992 for the purpose of reviewing the feasibility of implementing a vacation calculation system based **on** anniversary date.

For the Union

P Ferrara

G Leboeuf

T Godden

C Schin

G Silcox

R Carnovale

11 October 1991

Dated

For the Corporation

A E McDonald

J Pitushka

S Chan

E Draycott

APPENDIX 'F'

between

The Corporation of the
City of Mississauga and
Cupe, Local 66

Re: **Lack of Work**

This will confirm the understanding reached between the parties concerning the practice in the eventuality that layoff should affect members of the bargaining unit in the future.

The parties agree that if during the term of the collective agreement, it becomes necessary to layoff bargaining unit members as the result of lack of work, all efforts will be made by the Corporation to offer those affected suitable alternate work according to their qualifications, wherever it may exist in the Corporation.

For the Union

For the Corporation

P Ferrara

A E McDonald

G Leboeuf

J Pitushka

T Godden

S Chan

C Schin

E Draycott

G Silcox

R Carnovale

11 October 1991

Dated

Work safely
Think safety
Drive safely


December 1991

