

COLLECTIVE AGREEMENT

between

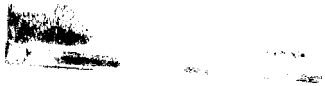
THE CORPORATION of the CITY OF MISSISSAUGA

and

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 66

April 1, 2002 - March 31, 2005



07168(10)

INDEX

<u>Article</u>		<u>Page</u>
1	General Purpose	1
2	Recognition	1
3	Relationship	1-2
4	Reservation of City Rights	2
5	Union Representation	2-3
6	No Strikes or Lockouts	3
7	Check-off of Union dues	3
8	Complaints and Grievances	3-4
9	Discharge and Discipline Cases	4
10	City Grievances	5
11	Arbitration	5
12	Seniority	5-6
13	Posting of Job Vacancies & Bulletin Board	6-7
14	Leave of Absence	7-8
15	Leave for Illness	8-11
16	Hospital and Medical Plans	11-13
17	Paid Holidays	13-14
18	Vacation with Pay	14-15
19	Clothing	15-16
20	Safety & First Aid	16
21	Inclement Weather	16
22	Tuition for Authorized Training Courses	17
23	Temporary Employees, Transfers, Promotions	17-18
24	Schedules	18
25	Duration	18-19
Appendix 'A'	Wages	20-26
Appendix 'B'	Health & Life Benefits	27-28
Appendix 'C'	Letter of Understanding - OMERS & Sick Leave	29-30
Appendix 'D'	Eligible Employees - Sick Leave Credit Program	31
Appendix 'E'	Letter of Understanding - Winter Works	32-33
Appendix 'F'	Letter of Understanding - Lack of Work	34
Appendix 'G'	Letter of Understanding - Health & Life Benefits	35
Appendix 'H'	Letter of Understanding - Hours of Work, Articles A2, A3 & A12	36
Appendix 'I'	Letter of Understanding - Crew Leader Responsibilities	37-38
Appendix 'J'	Prescription Safety Lenses	39
Appendix 'K'	Letter of Understanding - Retraining and Certification	40
Appendix 'L'	Administration of Call Out List	41-42

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")

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 Division, Works Division and Works Service Centre save and except Supervisors and Foremen, persons above the rank of Supervisor 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 or its agents 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.
- 3.05 The Union and the Employer agree to adhere to the City's Corporate Policy on Workplace Harassment. It is understood that this policy does not replace the employee's right to grieve under Article 8 and that an employee may submit a grievance if such employee believes he has been harassed as defined in the Policy.

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 of 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 (7) stewards, including the Chief Steward - one (1) from Survey, one (1) from Inspection, four (4) from the Works Division 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 pay period and amounts so deducted will, within ten (10) working days, be forwarded to CUPE National and/or designate.
- 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 supervisor. The supervisor will give his answer to the complaint within five (5) working days after it has been brought to his attention. For the purpose of this clause, supervisor shall include Area Supervisor, Traffic Maintenance Supervisor, Service Centre Supervisor and Survey and Inspection Supervisor or designate.

Step 2

If the reply of the Supervisor is not satisfactory, the complaint shall be stated in writing as a grievance and shall, within five (5) working days after the 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 five (5) working days. For the purpose of this clause, Section Manager shall include Manager Works Maintenance & Operations, Manager Engineering Technical Services, Manager Traffic Engineering and Operations and Manager Service Centre.

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 Director of Transportation and Engineering Planning 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 Director of Transportation and Engineering Planning, 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.
- 9.03 Effective August 1, 2002 disciplinary documentation contained in an employee's personnel file in the form of verbal and/or written warnings will not be relied upon by the Corporation for further disciplinary action, if more than 24 months have passed since the date of such warning and the employee received no further disciplinary notification in that 24 month period. The exception to this article will be any discipline imposed due to harassment or incidents of violence in the workplace.

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 the 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 six (6) months of work in a twelve (12) month period. His seniority will, upon completion of the probationary period, date back the 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 Director of Human Resources or designate 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 area work yards, traffic, service centre and survey and inspection 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 Operations, 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 previous position or the City may elect to return the said employee to his 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 Director of Transportation and Engineering Planning or their appointed designate.

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. 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, provided that such leave does not exceed five (5) working days, and provided there is at least one (1) weeks notice of such leave and the approval of the Director of Engineering and Works, or the Director of Transportation and Engineering Planning or their appointed designate, has been granted. This leave shall apply to a maximum of forty (40) regular working 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 ten (10) days or less duration must be directed to the Section Head of the employee's department. Requests for more than ten (10) days must be directed to the Director of Engineering and Works, or the Director of Transportation and Engineering Planning or their appointed designate. 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 (a) Employees who require a leave of absence for pregnancy and parental leave purposes, as defined under the Employment Standards Act, shall be governed by such Act.
- (b) Seniority shall be retained and accumulated during the above noted leave(s). The Employer shall continue to pay its share of employment benefits during the above noted pregnancy and/or parental leave(s) up to twelve (12) calendar months.

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 (1½) 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 (½) day. It is understood that lunch break shall be considered to split the day into two (2) halves for the purpose of this clause. Effective January 1, 2004, Sick Leave usage will be deducted on an hour for hour basis.
- 15.06 Absence on account of pre-arranged medical and/or dental appointment 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 (Appendix 'C') 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 When an employee hired on or before August 26, 1982 and covered by the provisions of Articles 15.01 to 15.09 exhausts their bank of sick leave credits, they may apply to receive Short-Term Disability benefits from the City. In order to receive such benefits, the employee must provide satisfactory medical documentation to the City, confirming their inability to perform work, due to illness or injury. The benefits payable under this program will be equal to sixty-six and two-thirds percent (66 2/3%) of the employee's normal weekly wage, up to a maximum of the Employment Insurance Commission's current Sick Benefit weekly maximum amount.

Benefits will be payable after no more than a fourteen (14) day unpaid waiting period and will not exceed fifteen (15) weeks in total. When an employee is receiving benefits under this plan, he/she shall not accumulate further sick leave credits.

- 15.11 Any member of C U P E, Local 66 hired after 26 August 1982, will be covered by the City's Disability Income Program 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.

<u>LENGTH OF SERVICE</u>	<u>FULL SALARY</u>	<u>2/3RDS OF SALARY</u>
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 performing full duties.

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. The City may request a certificate from the attending

physician for any such days where it feels there are reasonable and probable grounds to suspect the validity of the employee's absence.

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 LTD coverage.

15.12 The employee must notify the supervisor prior to the start of his/her regular schedule shift of the inability to attend work due to illness, Employees will be provided with up to date telephone numbers for supervisory staff for this purpose.

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 Deluxe Out of Country coverage equal to Blue Cross under the group policy. This will include:

Vision Care at \$300/24 months

Hearing Care at \$300/2 benefit (calendar) years

Chiropractic Service Coverage @\$2000/year (\$30.00 per visit)

- (b) Group Life Insurance Plan with coverage equal *two* (2) times the employee's salary to the next highest multiple of one thousand with a maximum benefit amount of \$100,000.
- (c) An Accidental Death and Dismemberment benefit equal to one and one half (1 1/2) times the employee's regular annual salary, to, the next highest multiple of one thousand with a maximum benefit amount of \$100,000.
- (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 additional units of \$10,000, up to a maximum of \$200,000. All additional amounts purchased are subject to evidence of insurability.

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 containing six (6) month recall provision will pay benefits based on the 2001 ODA and will be improved during the duration of the collective agreement as follows:
- Effective October 11, 2002, benefits will be based on the 2001 ODA
 - Effective April 1, 2003, benefits will be based on the 2002 ODA
 - Effective April 1, 2004, benefits will be based on the 2003 ODA

Effective April 1, 2004, a nine (9) month recall provision will be implemented.

- 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 at least ten (10) years of service, the following benefits coverage will be made available at retirement, until the retiree reaches age 65:

Life Insurance	66-2/3% City paid (1 times annual <i>salary</i> to a maximum of \$50,000)
Major Medical	66-2/3% City paid (\$10,000 maximum lifetime benefit)

Employees with at least 10 years of full time service with the City who are 55 or older and not eligible for an unreduced pension will be eligible to apply for the following early retirement benefits coverage upon acceptance of an OMERS retirement pension. Coverage is for a maximum of 10 years or until age 65, whichever occurs first.

The full premium cost for coverage will be paid by the employee.

The coverage will consist of

1. Major Medical health coverage similar to that for active employees not including private ward or semi private ward coverage or out of country coverage.

Reimbursement will be at the rate of 80%. The maximum out of pocket cost for single coverage will be \$200 per year and \$400 per year for family. Thereafter reimbursement will be at 100% for the remainder of the year. There is a \$25 annual deductible on this coverage.

2. Basic dental coverage similar to that for active employees.

Reimbursement will be at the rate of 80%. The maximum out of pocket costs for single coverage will be \$200 per year and \$400 per year for family. Thereafter reimbursement will be 100% for the remainder of the year.

Optional Major Restorative/Orthodontic dental coverage similar to that for active employees. Reimbursement will be as per active employees.

Should there be improvement to the foregoing retirement benefits program for non-union employees, such changes will also be granted to all active members of CUPE Local 66 including any members who retire prior to March 31, 1999.

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.

In lieu of Easter Monday and Remembrance Day, employees hired on or after September 1st, 1999 will be given two (2) paid Floater Holidays which must be used prior to December 31st in the year in which they are granted save and except that any employee hired on or after November 12 will not be entitled to the two (2) Floating Holidays for that particular year only.

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. Each year, the Union President will be provided with the Director of Human Resource's approved memo which lists the dates on which City Council has approved to recognize the Statutory Holidays.

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 - VACATION WITH PAY

18.01 Vacation credits shall accumulate based on the employees years of service. A vacation credit is defined as "a specific unit of time to be used for vacation purposes." Vacation credits accrue for each full month of active service between and employee's vacation anniversary date.

18.02 Vacation credits accumulate on the following basis:

- a) during the first year of service - .83 days per month to a maximum of ten (10) days (4% total pay).
- b) after one year of service - 1.25 days per month to a maximum of fifteen (15) days (6% total pay)
- c) after nine years of service - 1.67 days per month to a maximum of twenty (20) days (8% total pay)
- d) after seventeen years of service - 2.08 days per month to a maximum of twenty -five (25) days (10% total pay)
- e) after twenty-four years of service - 2.50 days per month to a maximum of thirty (30) days (12% total pay)

An employee leaving the City is granted a full vacation credit for the last month of employment, when at least half (1/2) of the available working days between monthly vacation anniversary dates have been worked.

Half a credit is granted if the employee works on at least one (1) day, but does not work at least one-half (1/2) of the available working days during the period.

18.03 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.

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

18.05 Vacation credits do not accrue during a period of long-term disability.

18.06 Vacation credits earned may be taken at any time approved by the supervisor. Vacation credits not yet earned cannot be taken.

All credits earned in one (1) entitlement year must be used by the anniversary date of the following year, unless otherwise approved by the Director.

18.07 An employee who is seriously ill or injured while on vacation may be entitled to re-schedule all or part of the vacation based on the recommendation of the Occupational Health Nurse, and the approval of the supervisor and director. Medical certification must be provided.

If a death of a relative occurs while the employee is on vacation, the employee is entitled to re-schedule vacation days equivalent to the number of days allowable under clause 14.01.

18.08 Pay in lieu of vacation may not be granted in order to ensure that employees receive adequate time away from work. Under special circumstances, approval for payment may be given by the department head, in conjunction with the Commissioner of Human Resources.

Employees who have exhausted their short-term disability income, are paid for all unused vacation credits. Accrual of vacation credits ceases at this point.

Upon termination of employment, payment is made for the balance of unused vacation credits at the date of termination.

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) Each active employee will receive a Winter Parka once every thirty-six (36) months.
- (b) Any member may be given an additional Winter Parka, at any time, during the term of the Collective Agreement at the discretion of their supervisor in consideration of damage, wear, etc.
- (c) Each active Works Operation and Traffic employee shall receive an annual clothing credit of up to \$235.00 to be used to obtain appropriate clothing, as approved by the Department Head, from the City's Central Stores Office. Effective April 1, 2003, this amount will be increased to \$245.00 and effective April 1, 2004, it will be increased to \$255.00.
- (d) Each active Survey and Inspection employee shall receive an annual clothing credit of up to \$235.00 to be used to obtain appropriate clothing, as approved by the Department Head, from the City's Central Stores Office or as part of the City's clothing order from the City's supplier. Effective April 1, 2003, this amount will be increased to \$245.00 and effective April 1, 2004, it will be increased to \$255.00.

- (e) Each active CUPE employee will receive an annual safety boot allowance of \$105.00. Effective April 1, 2003, the allowance will increase to \$110 and effective April 1, 2004, it will increase to \$115.00.
- (f) Each active Service Centre employee will receive, on a rental basis which shall include cleaning and maintenance, either ten (10) pairs of fire-retardant cotton coveralls or shirts and pants.
- (g) Each active employee will receive a one time allowance of \$105.00 to be used for Insulated Winter work boots.
- (h) Any member may be given an additional safety boot allowance at the appropriate rate, at any time during the term of the Collective Agreement at the discretion of their supervisor in consideration of damage, wear, etc.
- (i) Any member may be given an additional clothing credit, or part thereof, at any time during the term of the Collective Agreement at the discretion of their supervisor in consideration of damage, wear, etc.
- (j) No portion of any of the above amount(s) may be carried over from one year to the next; used by the employee for any purpose other than that set out in this Clause or, in the case of the amount set out in 19.02 (d), received by the employee in the form of cash or other compensation. All clothing and boots obtained by the employee pursuant to this Clause must be maintained in a reasonable state of repair and worn while working.

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 in 1977.
- 20.03 When it is necessary for employees to work sixteen (16) hours in a 24 hour period, they must have eight (8) consecutive hours of rest period to reporting for their regularly scheduled work.

ARTICLE 21 - INCLEMENT WEATHER

- 21.01 When it is necessary for employees in the Works Operation and Traffic 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 (a) 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 of Traffic and Works Operations are offered any overtime before temporary employees.

b) Effective September 11, 2002, 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 eight (8) consecutive months at a time. However, a temporary employee who has completed eight (8) 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 eight (8) 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 (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 of Traffic and Works Operations are offered any overtime before temporary employees. Effective April 1, 2003 eight (8) month Temporary employees will pay union dues.

- 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.
- 23.05 Effective April 1, 2003 Article 7.01 will apply to eight (8) month temporary employees.

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 Operation Section, Traffic Section, Works Service Centre, and Survey and Inspection Section.

ARTICLE 25 - DURATION

- 25.01 This Agreement shall continue in effect from and including the 1st day of April, 2002 to and including the 31st day of March, 2005, 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 31st day of March, 2005, 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 *June* day of *26*. 2003.

FOR THE CORPORATION:



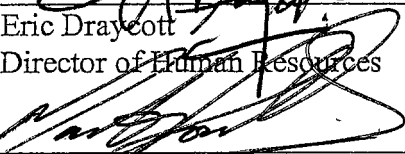
Hazel McCallion
Mayor



Crystal Greer
City Clerk



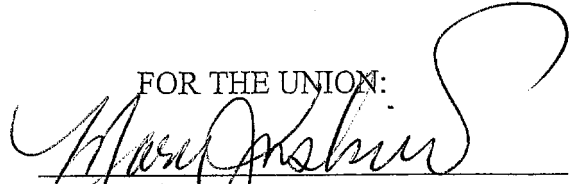
Eric Draycott
Director of Human Resources



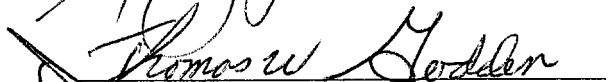
Martin Powell
Commissioner, Transportation and Works

DOCUMENT EXECUTION
AUTHORIZED BY
CITY OF MISSISSAUGA
BY-LAW **0338.2003**

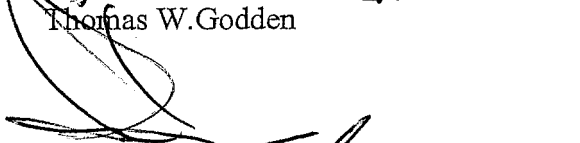
FOR THE UNION:



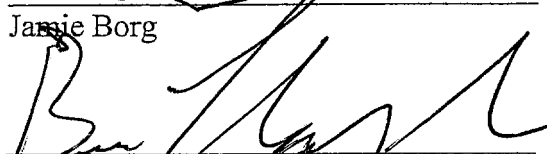
Mary Juskiw



Thomas W. Godden



Janie Borg



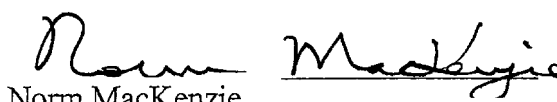
Bruce Chandler



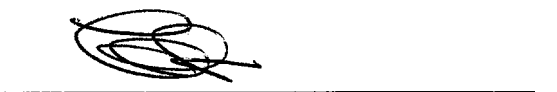
Chris Schin



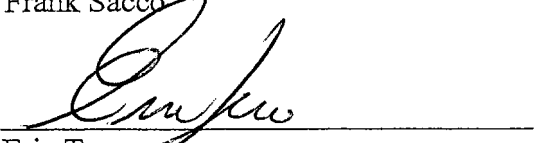
Arthur Senkowski



Norm MacKenzie



Frank Sacco



Eric Tew

SCHEDULE 'A'**JOB CLASSIFICATIONS, HOUR OF WORK, WAGE RATES AND OVERTIME FOR THE
SURVEY AND INSPECTION SECTION/WORKS OPERATION SECTION/TRAFFIC SECTION AND
SERVICE CENTRE****A-1** The City will classify employees and pay wage rates in accordance with the following:**SURVEY AND INSPECTION - Effective April 1, 2002**

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>24 mths</u>	<u>36 mths</u>
Party Chief	22.23	22.79	23.32	24.69	N/A
Senior Inspector	22.23	22.79	23.32	24.69	N/A
Inspector	19.93	20.46	21.01	22.07	N/A
Junior Inspector	16.51	16.90	17.34	18.26	18.90
Instrument Person	19.93	20.46	21.01	22.07	N/A
Rod Person	15.10	15.92	16.76	17.14	N/A

Effective April 1, 2003

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>24 mths</u>	<u>36 mths</u>
Party Chief	23.81	24.38	24.93	26.33	N/A
Senior Inspector	23.81	24.38	24.93	26.33	N/A
Inspector	20.43	20.97	21.54	22.62	N/A
Junior Inspector	16.92	17.32	17.77	18.72	19.37
Instrument Person	20.43	20.97	21.54	22.62	N/A
Rod Person	15.48	16.32	17.18	17.57	N/A

Effective April 1, 2004

	<u>Start</u>	<u>6 mths</u>	<u>12 mths</u>	<u>24 mths</u>	<u>36 mths</u>
Party Chief	25.43	26.01	26.58	28.01	N/A
Senior Inspector	25.43	26.01	26.58	28.01	N/A
Inspector	20.94	21.49	22.08	23.19	N/A
Junior Inspector	17.34	17.75	18.21	19.19	19.85
Instrument Person	20.94	21.49	22.08	23.19	N/A
Rod Person	15.87	16.73	17.61	18.01	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 OPERATIONS, TRAFFIC, SERVICE CENTRE

Effective April 1, 2002

Works Person I		22.62
Sign Maker	start: 6 Months;	19.52 20.05
Works Person II		19.10
Mechanic's Assistant		18.36
Works Person III		18.36
Works Person IV		17.69
Labourer	start: 6 Months:	15.01 16.86
Temporary Labourer		11.84

Effective April 1, 2003

Works Person I		24.21
Sign Maker	start:	20.01
	6 Months:	20.55
Works Person II		19.58
Mechanic's Assistant		18.82
Works Person III		18.82
Works Person IV		18.13
Labourer	Start:	15.39
	6 Months:	17.28
Temporary Labourer		12.14

Effective April 1, 2004

Works Person I		24.82
Sign Maker	Start:	20.66
	6 Months:	21.22
Works Person II		20.22
Mechanic's Assistant		19.44
Works Person III		19.44
Works Person IV		18.74
Labourer	Start:	15.93
	6 Months:	17.87
Temporary Labourer		12.60

A-2

FOR SURVEY AND INSPECTION the regular work week will consist of five (5) days, Monday to Friday, to be worked as follows:

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

FOR WORKS OPERATIONS, TRAFFIC AND SERVICE CENTRE the normal working shift shall consist of eight (8) hours as follows:

1st Shift/Days	- 7:30am to 11:30am 12:00 noon to 4:00pm
2nd Shift/Afternoons	- 3:30pm to 7:00pm 7:30pm 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 OPERATIONS, 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 OPERATIONS, 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-4(a) After 16 hours of work in a 24 hour period employees must have 8 consecutive hours of rest prior to reporting for their scheduled work.

The City agrees to maintain, in any agreements with third party contractors governing the performance of such work, a requirement that they must provide the same rest period to their employees.

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:

1st period of apprenticeship	- 65%
2nd period of apprenticeship	- 70%
3rd period of apprenticeship	- 80%
4th period of apprenticeship	- 85%
5th period of apprenticeship	- 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.

eg:	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 tire roller, bombardier, tractors for sidewalk sweeping and sidewalk snow plowing, 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 catch basin repair, they will be paid a premium of thirty-four (34) cents per hour while assigned to such duties. Effective April 1, 2003, this premium will be increased to fifty (\$0.50) cents.

A-7 In view of Mechanic/Welders being required to supply tools, effective April 1, 2002 the City agrees to pay up to four hundred and twenty five dollars (\$425.00) 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 April 1, 2003 this will increase to five hundred and twenty five dollars (\$525.00) and effective April 1, 2004 this allowance will be increased to six hundred dollars (\$600.00).

A-8 The City may appoint lead hands where they consider supervision is necessary. Lead Hands will be paid one dollar (\$1.00) cents per hour. Effective October 11, 2002 this will increase to a dollar and twenty five cents (\$1.25) more than their existing rate while acting in a Lead Hand capacity. The job of Lead Hand will not be subject to job posting. Employees who are interested in such Temporary Positions may identify themselves to their Supervisor in order to be eligible for such an appointment.
The Lead Hand classification will be replaced by the Crew Leader classification which shall include those duties set out in Appendix 'I'.

A-9 IN THE WORKS OPERATIONS, 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 co-operate 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 (x2) the employee's regular hourly rate for all time worked.

Employees may bank unlimited overtime worked as lieu time at the rate earned during each calendar year, however, all such time must be reduced to not more than eighty (80) hours in total by December 31st of each year.

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 OPERATIONS, 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. The distribution process will be handled in accordance with the provisions of Appendix I to this collective agreement which deals with "Administration of Call Out Lists." Weekly overtime worked lists will be posted in each work location for Works Operations, Traffic and Service Centre.

A-12 A shift premium of forty five (45) 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 July 14th, 1999 the premium will become **fifty** (50) 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 up to ten dollars (\$10.00) if the employee submits a receipt. For every ten and one half (10 1/2) consecutive hours thereafter the aforementioned applies. Effective July 1st, 2002 this allowance will be paid twice a year subject to the receipts being submitted. Following that first 10 1/2 hours and that paid 30 minute lunch period, an employee is entitled to the same breaks and unpaid meal period during the consecutive hours following the first ten and one half hours (10 1/2).

A-15 Effective September 11, 2002 if there is an opportunity for overtime within 1 hour of the start of the employee's shift the Supervisor will firstly offer the overtime to any qualified employee who is in on site, such an employee will be paid for the actual time worked at overtime rates. The call back minimum will not be applicable.

A-16 Mechanic Crew Leader

Effective October 11, 2002, a premium of two dollars and twenty five cents (\$2.25) will be paid to the Clarkson, Malton and Meadowvale Yard Mechanic appointed by the Supervisor to be the Crew Leader. This premium replaces the current crew leader premium.

Re: Health and Life Benefits

<u>Benefit</u>	<u>Employer Premium Benefit Contribution</u>
• BASIC LIFE INSURANCE - 2 x Annual Salary (\$400,000 maximum benefit)	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 2001 effective October 11, 2002 2002 effective April 1, 2003 2003 effective April 1, 2004	100%
Effective April 1, 2004, a nine (9) month recall provision will be implemented.	
• EXTENDED HEALTH CARE PLAN TO INCLUDE: Vision Care @ \$300/24 months Hearing Aids @ \$300/2 benefit (calendar) years Out of Country coverage Chiropractic Service Coverage @\$2000/year (\$30.00per visit)	100%
• LTD (OPTIONAL)	50%
• GROUP LIFE - Units of \$10,000 subject to evidence of insurability	0%
• DEPENDENT GROUP LIFE INSURANCE (OPTIONAL)	0%
• A D & D - 2 times ANNUAL SALARY (\$400,000 MAXIMUM BENEFIT)	100%
• SEMI-PRIVATE	100%
• PAID UP RETIREE LIFE INSURANCE - EFFECTIVE AGE 65 (\$2000 upon approved retirement)	100%

RETIREMENT BENEFITS FOR EARLY RETIREES

Effective April 1, 2000, the following Retiree Benefits Plan are established for CUPE 66 Works Union employees with the City paying 66 2/3 per cent of the benefit premiums. The insured coverage must remain as a complete package and includes the following:

- **MAJOR MEDICAL HEALTH COVERAGE** similar to that for active CUPE 66 Works Union employees including semi-private hospital coverage *and excluding Out-of-Country coverage*. Reimbursement is at the rate of 80 per cent. The maximum out-of-pocket cost for single coverage is \$200 per year and \$400 per year for family. Thereafter, reimbursement is at 100 per cent for the remainder of the year.
- **BASIC DENTAL COVERAGE** similar to that for active CUPE 66 Works Union employees. Reimbursement is at the rate of 80 per cent. The maximum out-of-pocket costs for single coverage is \$200 per year and \$400 per year for family. Thereafter, reimbursement is at 100 per cent for the remainder of the year.
- **OPTIONAL MAJOR RESTORATIVE/ORTHODONTIC DENTAL COVERAGE** and reimbursement similar to that for active CUPE 66 Works Union employees.
- **LIFE INSURANCE** - \$10,000 maximum coverage.
- **SURVIVOR BENEFITS CONTINUANCE** - Cost sharing maintained until employee's 65th birthday.

Who is eligible?

- Full-time, CUPE 66 Works Union employees.
- Those who immediately accept an OMERS pension.
- Those who join the plan within 31 days after retirement date.
- Those less than age 65.

LETTER OF UNDERSTANDING

between

THE CITY OF MISSISSAUGA, ENGINEERING & WORKS DEPARTMENT

and

C U P E, L O C A L 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.

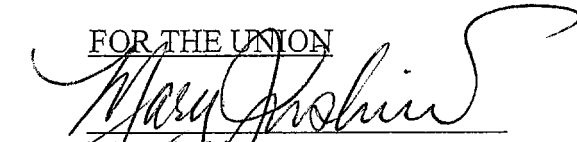
However, it is agreed by the parties that those eligible for the OMERS Type 1 Supplement will continue to be covered by the remaining sections of Article 15.

Eligible Employees covered by this Agreement:

J. Fiddler

AGREED TO BY

FOR THE UNION



Mary Juskiw



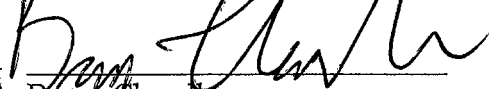
Arthur Senkowski



Chris Schin



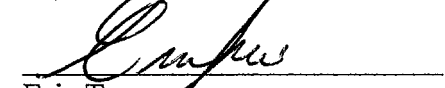
Thomas W. Godden



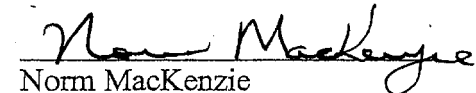
Bruce Gaandier



Jamie Borg



Eric Tew

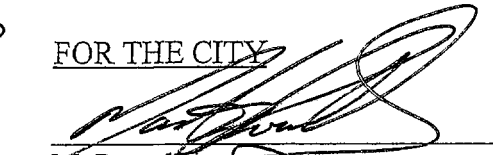


Norm MacKenzie

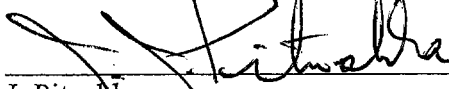


Frank Sacco

FOR THE CITY



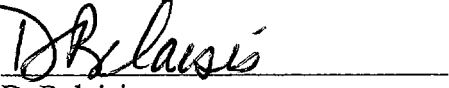
M. Powell



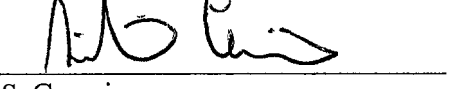
J. Pitushka



L.A. Riddell



D. Belaisis



S. Cesario

DATE:

JUNE 26/2003

APPENDIX 'D'

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.

<u>NAME</u>	<u>EMPLOYEE NUMBER</u>	<u>SCHEDULED RETIREMENT DATE</u>
BELFORD, G	5995	2015/3/29
BLOWER, B	6260	2016/2/22
FIDDLER, J	0366	2008/4/18
HAWN, R	7035	2015/3/19
JUSKIW, M	9331	2018/12/15
LEBOEUF, G	3770	2019/3/16
MCKEE, D	3127	2010/3/11
PARSONS, P	5008	2021/4/24
PRUE, S	5458	2018/54
REYNOLDS, D	1283	2008/10/22
SCRACE, D	3431	2011/10/20
SUTHERLAND, D	4550	2008/1/3
TEW, E	7477	2012/4/14
WATSON, I	1875	2022/1/23
WOLFRAIM, L	0942	2016/11/19

LETTER OF UNDERSTANDING

Between

THE CORPORATION of the CITY OF MISSISSAUGA

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66

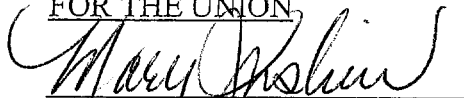
Re : Winter Works Supervision

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

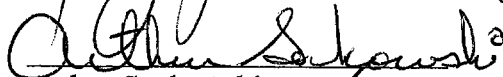
- 1) Bargaining unit employees transferred to non-bargaining unit positions to assist in winter maintenance activities will continue to remain bargaining unit members. They will continue to accumulate bargaining unit seniority at the regular rate of pay and also continue to be eligible to receive their 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.

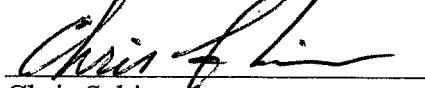
FOR THE UNION



Mary Juskiw



Arthur Senkowski



Chris Schin



Thomas W. Godden



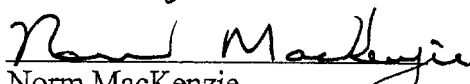
Bruce Chandler




Jamie Borg



Eric Tew



Norm MacKenzie




Frank Sacco

FOR THE CITY



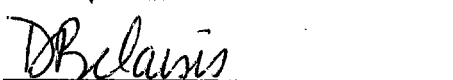
M. Powell



J. Pitushka



L.A. Riddell



D. Belaisis



S. Cesario

DATE: *JUNE 26/2003*

LETTER OF UNDERSTANDING

Between

THE CORPORATION of the CITY OF MISSISSAUGA

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66

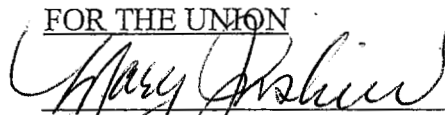
Re: Lack of Work

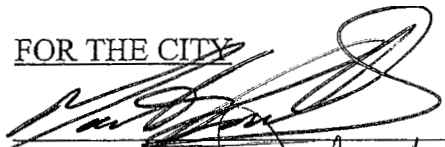
This will confirm the understanding reached between the parties concerning the practice in the eventuality that layoff should affect members of the bargaining unit in the future.


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. To offer suitable work, job postings may be waived; a suitable trial period may be provided and related training opportunities may be provided.


FOR THE UNION


FOR THE CITY

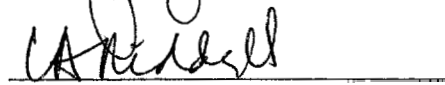

Mary Juskiw

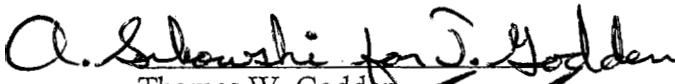

M. Powell

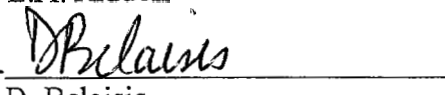

Arthur Senkowski

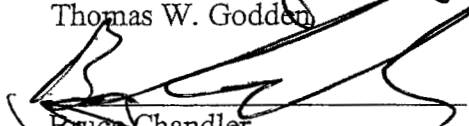

J. Pitushka

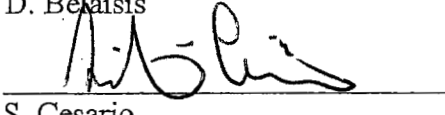

Chris Schin


L.A. Riddell


Thomas W. Godden

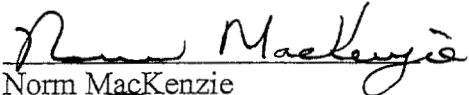

D. Belaisis

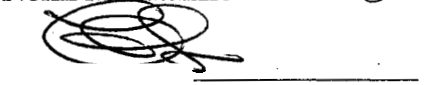

Bruce Chandler


S. Cesario


Jamie Borg


Eric Tew


Norm MacKenzie


Frank Sacco

DATE: JUNE 26/2003

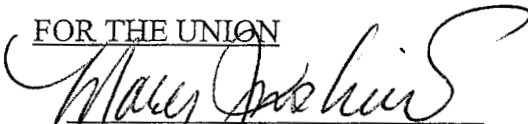
LETTER OF UNDERSTANDING
between
THE CORPORATION OF THE CITY OF MISSISSAUGA
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66

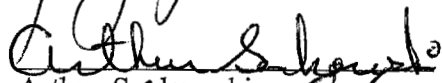
Re: Health and Life Benefits and Economic Adjustment

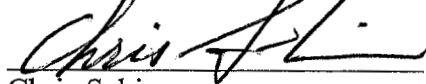
This letter will confirm the understanding of the parties concerning the above noted Article. The parties agree that should the Corporation, during the term of this agreement (April 1, 2002 to March 31, 2005), provide revisions to the Health and Life Benefit Plan for its non-union staff during the period of this contract, the Corporation shall meet with the union's negotiating Committee to explain the details of the changes and allow the union the opportunity to have these changes provided to its members. The Corporation will meet with the Union's Negotiating Committee whenever the changes occur to provide the Union Negotiating Committee with the details of same and to provide the Union Negotiating Committee with the opportunity to have this plan granted to the members of this union.

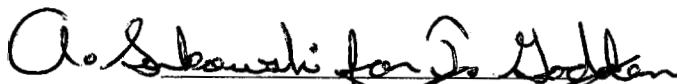
If the Corporation grants an economic adjustment greater than 2.5% to its non-union employees for the years 2002, 2003, and/or 2004, then the higher Economic Adjustment will be granted to the CUPE employees effective on April 1 of such an affected year.

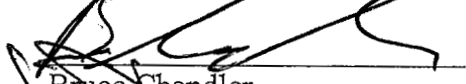
FOR THE UNION

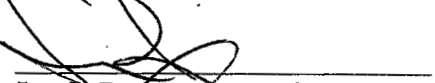

Mary Juskiw

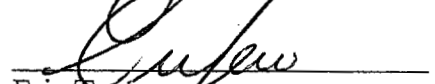

Arthur Senkowski

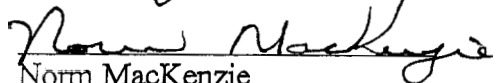

Chris Schin



Thomas W. Golden


Bruce Chandler

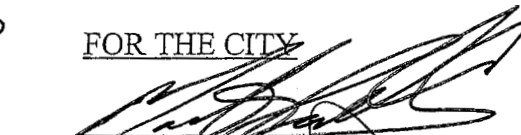

Jamie Borg


Eric Tew

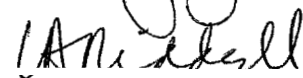

Norm MacKenzie

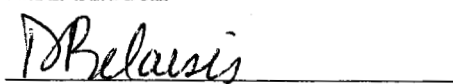

Frank Sacco


FOR THE CITY


M. Powell

J. Pitushka


L.A. Riddell


D. Belaisis


S. Cesario

DATE: JUNE 26/2003

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF MISSISSAUGA

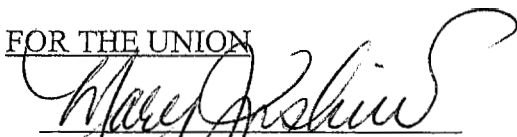
and


THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66

Re: Hours of Work and Shifts
Articles A2, A3, A4 and A12

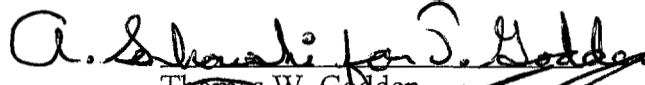
This letter will confirm the understanding of the parties that they agree to meet within thirty (30) days following the ratification of the Collective Agreement to commence discussions regarding proposals, from the City, governing changes to the above-noted provisions of the Collective Agreement. In the event that the parties are unable, despite their mutual best efforts, to reach a new agreement in this regard, the current language shall continue to apply.


FOR THE UNION



Mary Juskiw

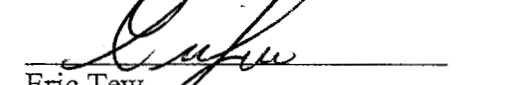

Arthur Senkowski



Chris Schin

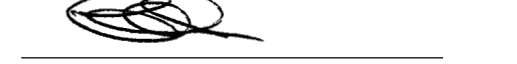

Thomas W. Godden


Bruce Chandler

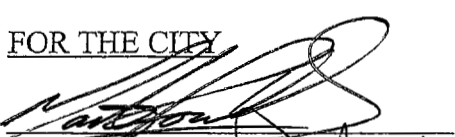

Jamie Borg

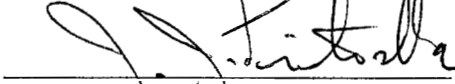

Eric Tew

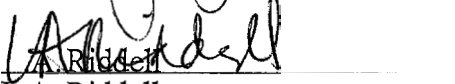

Norm MacKenzie

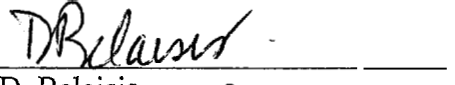

Frank Sacco

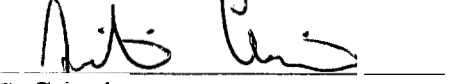
FOR THE CITY


M. Powell


J. Pitushka


L.A. Riddell


D. Belaisis


S. Cesario

DATE: JUNE 26/2003

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF MISSISSAUGA

and

THE *CANADIAN* UNION OF PUBLIC EMPLOYEES, LOCAL 66

Re: Crew Leader Responsibilities

This letter will confirm the understanding of the parties concerning Crew Leader responsibilities. It is agreed that those acting in the capacity of Crew Leader will be responsible for:

Ensuring work orders are carried out to acceptable City standards and that related documentation is properly completed.

Arranging for and returning in good condition all the supplies and equipment required to carry out job assignments.

Ensuring proper safety procedures are adhered to by all crew members as it relates to safety wear (hard hats, boots, gloves, glasses) and proper job site safety procedures (traffic control, equipment use etc.). Responsibility extends to advising and notifying non-compliant employees and advising Foreman/Supervisor of non-compliance.

Making reasonable job specific decisions about materials used/substituted and how to carry-out tasks based on physical location and potential restrictions. Decisions which require significant deviation from the job work order will be brought to the attention of the Foreman/Supervisor.

Determining appropriate break times based on workflow.

Acting as the primary contact with the public regarding inquiries/complaints while on the job site. Decision to refer to Foreman/Supervisor will be discretionary based on individual circumstances.

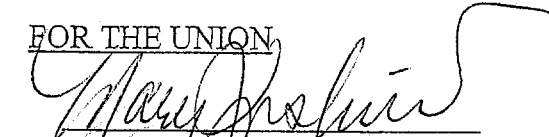
Determining the order in which the assignments will be carried out based on an efficient and logical routing to minimize down time.


Assessing the situation and seeking permission in the event of overtime.


Other reasonable duties as may be assigned.

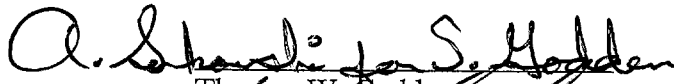
Re: Crew Leader Responsibilities


FOR THE UNION


Mary Juskiw

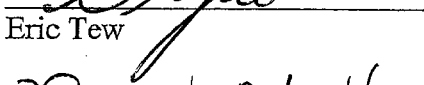

Arthur Senkowski

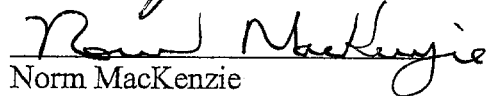

Chris Schin



Thomas W. Godden


Bruce Chandler



Jamie Borg



Eric Tew

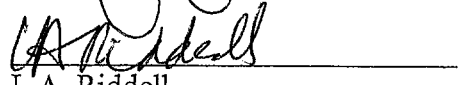

Norm MacKenzie

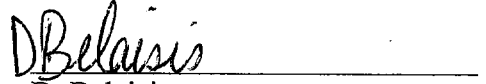

Frank Sacco

FOR THE CITY


M. Powell


J. Pitushka


L.A. Riddell


D. Belaisis


S. Cesario

DATE: JUNE 26/2003

LETTER OF UNDERSTANDING

Appendix 'J'

between

THE CORPORATION OF THE CITY OF MISSISSAUGA
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 66

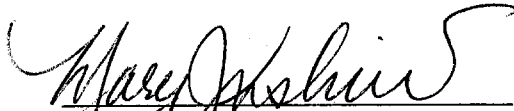
Re: Prescription Safety Lenses

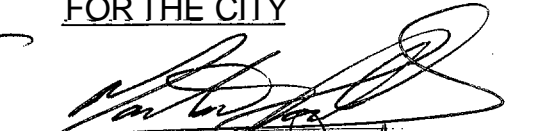
This letter will confirm the understanding reached between the City and the Union concerning the replacement of prescription safety lenses for employees due to the nature of their employment duties. The parties agree that, effective upon the date of ratification of this Collective Agreement, such employees may submit receipts to the City, once every twelve month period, for the reimbursement of reasonable costs incurred by the employee for prescription safety lenses which are to be worn while working.

This arrangement will not affect entitlement to the Major Medical Program- Vision Care Benefit.


FOR THE UNION


FOR THE CITY



Mary Juskiw

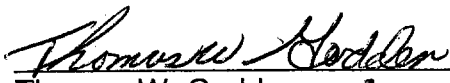

M. Powell

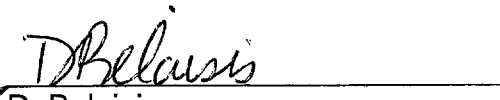

Arthur Senkowski



J. Pitushka


Chris Schin

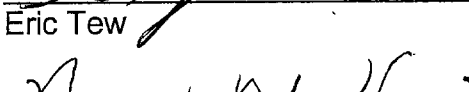

L.A. Riddell

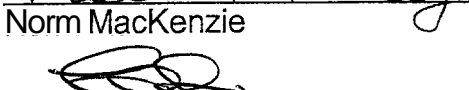

Thomas W. Godden



D. Belaisis


Bruce Chandler


Jamie Bora


Eric Tew


Norm MacKenzie


Frank Sacco

DATE: JUNE 26/2003

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF MISSISSAUGA

and

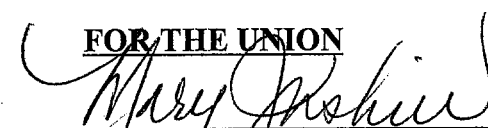
CUPE LOCAL 66

RE: TRAINING AND CERTIFICATION

This letter will confirm the understanding reached between the parties that the Director, Engineering and Works will consider any proposals for training and certification presented by an employee. Such consideration will be given to our past practices and relevant policies.

AGREED TO BY:

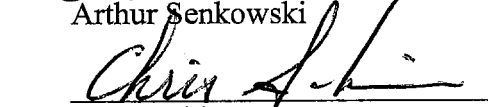
FOR THE UNION



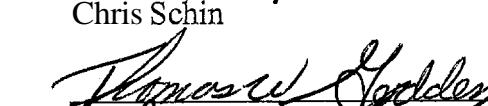
Mary Juskiw



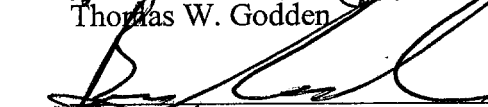
Arthur Senkowski



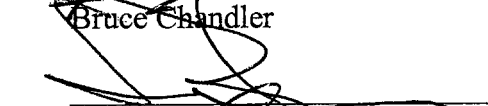
Chris Schin



Thomas W. Godden



Bruce Chandler



Jamie Borg



Eric Few



Norm MacKenzie



Frank Sacco

FOR THE CORPORATION



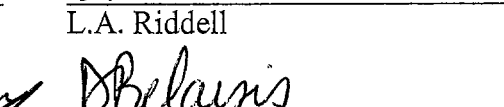
M. Powell



J. Pitushka



L.A. Riddell



D. Belaisis

DATE: JUNE 26/2003

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF MISSISSAUGA

and

CUPE LOCAL 66

RE: Clothing

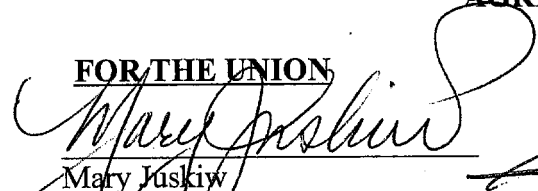
This letter will confirm the understanding between the parties that Article 19(f) was intended to read as follows:

(f) Each active Service Centre employee will receive, on a rental basis which shall include cleaning and maintenance, ten (10) pairs of fire-retardent cotton coveralls or shirts and pants.

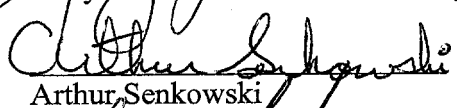
AGREED TO BY:

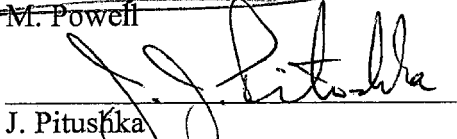
FOR THE UNION

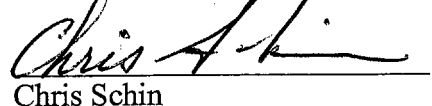
FOR THE CORPORATION

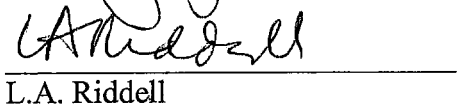

Mary Juskiw

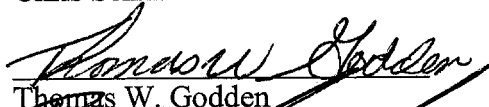

M. Powell

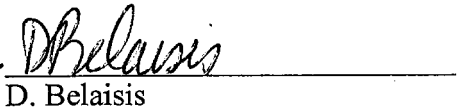

Arthur Senkowski

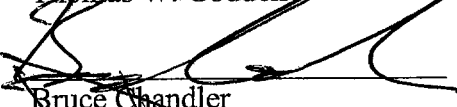

J. Pituska


Chris Schin


L.A. Riddell

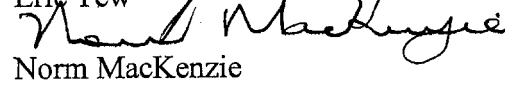

Thomas W. Godden

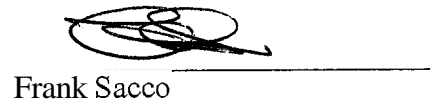

D. Belaisis


Bruce Chandler


Jamie Borg


Eric Tew


Norm MacKenzie


Frank Sacco

DATE: JUNE 26/2003

Memorandum



TO: Chris Schin
Transportation and Works

FROM: Martin Powell
Transportation and Works

DATE: November 26, 1997

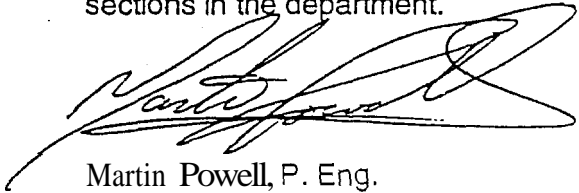
RE: Administration of Call Out List

The following are procedures regarding the administration of the call out list and replaces previous procedures outlined in a memo to you from A.E. McDonald dated November 25, 1992.

1. An employee absent from work due to illness will be removed from the call out list until 7:30 am of the day the employee returns to work.
2. An employee on vacation or lieu time may elect to either remain on or be removed from the call out list for the entire period of absence as indicated on the request for time off form. Employees requesting to be removed from the call out list during vacation and lieu time will be off the call out list until 7:30 am of the day the employee returns to work. Employees requesting to remain on the call out list during vacation and lieu time will be called out for overtime outside normal working hours as required. Employees verbally requesting vacation or lieu time over the telephone prior to the start of the normal work day will remain on the call out list.
3. With regard to pre-arranged (pre-scheduled) overtime, every attempt will be made to give as much advance warning as possible, and the call out list will be adhered to in accordance with Article A-I 1. The call out list applicable to the closest normal working day (i.e. Monday to Friday), prior to the pre-arranged overtime will be used.
4. When overtime work is required and that decision is made prior to the Works or Traffic crews returning to the yard, the overtime work will generally be offered to the crew on duty which is presently performing the works. If any of the crew requested to work overtime declines to do so, then the call out list will be used. If the Works or Traffic crews have returned to the yard and an overtime job comes up prior to punch out, the call out list will apply but the three hour minimum overtime will not be applicable. In this case only those employees in the yard will be asked prior to calling in those employees on the call out list which are on vacation or lieu time. Where employees have left the yard (i.e. punched out) and are then called out for overtime, the call out list will apply and the three hour minimum overtime payment will be applicable.
5. Any employee on light duty, LTD, or W.C.B., will be removed from the call out list until such time as the appropriate medical documentation has been received to the effect that the employee may return to his normal duties,

6. When overtime work becomes available after the crews have left the yard, and if a particular call out list for a particular yard has been exhausted, then another call out list will be used for another yard. When overtime work becomes available and the crews have returned to the yard but have not left the yard and all personnel on the call out list have declined, then another call out list will be used for another yard before any personnel on vacation or lieu time and on the call out list will be called.
7. With regard to the policy of calling employees out who have answering machines located in their premises, the procedure issued on November 6, 1991, copy of which is attached, will be adhered to at all times.
8. For the purposes of a call out list, the W.P.III classification and the W.P.IV classification will be deemed to be one classification. Your attention is also directed to Article A-11 of the current Collective Agreement where the City shall endeavour to distribute overtime work as equally as practical.
9. During the winter maintenance season, employees with City issued pagers will be paged in the order of the call out list only after all telephone numbers on the call out list have been called. Employees responding to pages will be requested to come in to work in the order that calls from employees are received until the required number of employees for overtime has been achieved.

I trust that this will clarify the call out procedure and provide consistency throughout all of the sections in the department.



Martin Powell, P. Eng.
Director, Works
Ext. 8086

SC:MP:sm

- c: Silvio Cesario
Bruce Williams
Area Supervisors/Foreman
Maintenance Co-ordinators
Kathy Dineley
Steve Barrett
Phil Ferrara