

THIS AGREEMENT made as of the 1st day of April, 2004.

B E T W E E N:

**THE CORPORATION OF THE CITY OF PICKERING,**  
hereinafter called the "Corporation",

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 129,**  
hereinafter called the "Union".

**ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and those of its employees who are members of the Union, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

**ARTICLE 2 - SCOPE**

- 2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for all of its employees save and except the following:
- (1) Chief Administrative Officer
  - (2) Department Heads
  - (3) Division Heads
  - (4) Managers
  - (5) Chief Building Official

- (6) Superintendent, Municipal Operations
- (7) Supervisor, Development Control
- (8) Supervisor, Municipal Works
- (9) Supervisor, Roads
- (10) Supervisor, Network Support
- (11) Payroll Supervisor
- (12) Supervisor, Facilities Operations
- (13) Supervisor, Fleet Operations
- (14) Supervisor, Culture & Recreation
- (15) Supervisor, Facility Programs
- (16) Supervisor, Marketing, Research & Communications
- (17) Supervisor, Legislative Services
- (18) Supervisor, Information & Support Services
- (19) Principal Planner
- (20) Senior Financial Analyst
- (21) Administrative Assistants
- (22) Committee Coordinator
- (23) Specialty Course Instructors (hired on a contractual basis)
- (24) Fire Services Division Employees
- (25) Human Resources Division Employees
- (26) Legal Services Division Employees
- (27) Office of the Chief Administrative Officer Employees
- (28) Office of the Mayor & Council Employees
- (29) Corporate Projects & Policy Division Employees (excluding Website Coordinator)
- (30) Customer Care Centre Employees

Clarity Note(s)

1. It is agreed and understood that the positions and their job titles identified above are subject to change from time to time at the Corporation's discretion.
2. It is further agreed and understood that any position excluded from the bargaining unit shall be excluded according to the provisions of the Labour Relations Act as amended from time to time.

2.02 DEFINITIONS:

Employee - Any individual employed by the Corporation to whom the Collective Agreement applies.

Permanent Employee - An employee hired on a permanent basis who has successfully completed the required probationary period.

Temporary Employee - An employee typically hired to perform overflow work and to fill in during peak periods whose term of employment shall not exceed 6 calendar months. The term of employment may be terminated at any time by the Corporation without notice except as provided for in the Employment Standards Act. Temporary employees shall not be used to avoid filling a permanent vacancy.

Relief Employee - An employee who is hired on a non-permanent basis to replace an existing employee who is on an approved leave. The term of employment may be terminated at any time in writing by the Corporation without notice except as provided for in the Employment Standards Act.

Probationary Employee - A newly hired employee who is serving the required probationary period of a permanent position. A Probationary employee shall not be covered by any of the terms of this Agreement except the established pay grade and Articles 3, 6, 24, 25, and 26. Except for these Articles, a Probationary employee shall not have recourse to the grievance procedure. The employment of a Probationary employee may be terminated during the probationary period without recourse to the grievance procedure unless the Union claims discrimination as defined in Article 3 as the basis of such termination.

Term Employee - A non-permanent employee who is hired with an established start date and an end date to perform seasonal work.

Promotion - A permanent change in classification from one job to another job as a result of job competition, where the latter job is in a higher pay grade than the former job.

Transfer - A permanent change in classification from one job to another job as a result of job competition, where the latter job is in the same or a lower pay grade than the former job.

Corporation - The Municipal Government of the Corporation of the City of Pickering.

Union - Canadian Union of Public Employees, Local 129.

Trial Period - A stated period of time an existing employee serves in a permanent vacancy to demonstrate his/her competency and suitability in the new job.

Probation Period - A stated period of time in which a newly hired employee uses to demonstrate his/her competency and suitability in a particular job.

**Employee Hours :**

Full-time - Employees assigned to work regularly scheduled bi-weekly hours consisting of 70 hours but no more than 80 hours bi-weekly.

Part-time - Employees who consistently work less than the bi-weekly hours of a Full-time position.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 The Corporation and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced by them or their representatives or members with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or handicap, nor by reason of political or religious affiliation, membership or non-membership in the Union, or because of any employee's activity or lack of activity in the Union.

### **ARTICLE 4 - NO STRIKES OR LOCK-OUTS**

- 4.01 So long as this Agreement continues to operate, there shall be no strikes or lock-outs as those terms are defined in the Labour Relations Act.

### **ARTICLE 5 - CORPORATION'S RIGHTS**

- 5.01 The Union acknowledges that it is the exclusive function of the Corporation to hire, promote, demote, transfer and suspend employees, and also the right of the Corporation to discipline or discharge any employee for cause, provided that a claim by an employee, who has acquired seniority, that he or she has been disciplined or discharged without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.
- 5.02 The Union further recognizes the right of the Corporation to manage its business in all respects in accordance with its commitments and responsibilities. The right to decide on the number of employees needed by the Corporation at any time, the right to add or delete positions, the right to use methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees are solely and exclusively the responsibility of the Corporation.
- 5.03 The Corporation also has the right and the Union recognizes it to make and alter from time to time reasonable rules and regulations to be observed by the employees. Such changes and general rules and regulations shall be posted on the bulletin board and shall not be inconsistent with any of the provisions of this Agreement having particular regard for the provisions of Articles 12, 15 and 18 respecting various seniority rights, as contained herein. Wherever possible, the Union shall be given five day's prior notice of such changes.
- 5.04 The Corporation shall not exercise these rights in a manner inconsistent with the terms of this Agreement.

## **ARTICLE 6 - UNION SECURITY**

- 6.01 The Corporation recognizes the Union as the sole and exclusive collective bargaining agent for the employees who fall within the scope of this Agreement.
- 6.02 All employees in the Bargaining Unit will be required to pay to the Union an amount equal to the current monthly Union dues, whether a member or non-member, so long as the Union is the recognized bargaining agent.
- 6.03 The Corporation shall deduct from the wages of each employee, a sum equal to the Union's current monthly dues and remit monies so deducted to the Secretary-Treasurer of the Union, accompanied by a list of names showing those from whom deductions were made; the Union shall keep the Corporation informed in writing as to the names and addresses of the proper officers.

## **ARTICLE 7 - GRIEVANCES**

### 7.01 Grievance Defined

A grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration or alleged violation of the Agreement. Grievances shall be of three types namely:

- (a) Individual grievances - that is, a grievance relating to or affecting a specific employee.
- (b) Policy/Union grievance - that is, a grievance directly between the Corporation and the Union. It is agreed and understood that a Policy/Union grievance shall be filed under Step 2 and the time limits set out with respect to that Step shall apply. Policy/Union grievances may only be submitted by the Union Executive.
- (c) Group grievance - that is, where a number of employees have identical grievances and each employee would be entitled to grieve separately, the Union Executive may present a group grievance and such grievance shall be filed at Step 2 and the time limits set out with respect to that Step shall apply.

- 7.02 Grievances, in order to be processed, must state the sections of the Agreement allegedly violated, and all the necessary details of the matter to be resolved, as well as any relief sought by the employee(s). The grievance must also bear the signature of the employee(s) or a union representative. An earnest effort shall be made to settle any complaints or grievances arising out of this Agreement fairly and promptly in the following manner.

(a) Complaint Step

The employee must, but within ten working days of the act or omission which is the reason for the complaint being made, or ten working days from the time the act or omission ought to have reasonably come to the attention of the employee, verbally present the complaint to his/her immediate non-union supervisor identifying it as one under the Complaint Step of the grievance procedure. At the employee's discretion, a Union Representative may be present at this meeting. It is understood that an employee has no grievance until he/she has given his/her immediate non-union supervisor an opportunity to resolve the complaint. The immediate non-union supervisor must give his/her response in writing within five working days of the meeting.

(b) Step 1

Failing resolution at the Complaint Step, the employee and a Union Representative may file a grievance with the employee's Department Head within five working days from the date the immediate non-union supervisor's response should have been given.

The Department Head, or his/her designate, shall, within five working days from the date he/she received the written grievance, hold a meeting with the employee, accompanied by a Union representative. The Department Head or his/her designate shall give his/her decision, in writing, within five working days of such meeting.

(c) Step 2

Failing resolution of the grievance at Step 1, the Union, within five working days of the date the decision of the Department Head, or his/her designate should have been given, may file the grievance in writing with the Chief Administrative Officer or Division Head, Human Resources, who shall within five working days of the filing of the grievance, hold a meeting with the employee(s), accompanied by a Union representative. In addition, the Union President or the Chief Shop Steward may elect to attend.

The Chief Administrative Officer or Division Head, Human Resources shall within five working days after such meeting, give his/her decision on the matter in writing.

(d) Step 3

Failing resolution of the grievance at Step 2, the Union may submit the matter to arbitration according to the procedure outlined in Article 8 within twenty working days of the date the decision of the Chief Administrative Officer or Division Head, Human Resources should have been given.

7.03 Policy/Union grievance and Group grievances shall be filed in writing at Step 2 of the grievance procedure and shall be submitted by the Union within fifteen working days

from the time the incident giving rise to the grievance occurred, or ought to have reasonably come to the attention of the Union.

7.04 Any decision given either at the Complaint Step or any other Step of the grievance procedure shall be given in writing with copies to the employee, Union President and the Union Secretary.

7.05 Except where time limits are extended by written agreement of the Parties, the submission and processing of any grievance must be followed according to the grievance procedure set out herein, and all Steps thereof. Time periods stipulated in this Article shall be counted from the working day following the filing of the complaint, grievance or decision.

7.06 For the purpose of this Article, a working day shall be defined as Monday through Friday, exclusive of Saturdays, Sundays and paid holidays.

7.07 For the purpose of this Article, Union representative shall mean a shop steward or a member of the Union Executive.

7.08 The Union may elect to have a C.U.P.E. National Representative attend a Step 2 meeting provided that the Union notifies the Corporation at least two working days prior to such meeting.

7.09 All grievances are the property of the Union and shall be processed and controlled by the Union through the various steps.

### **ARTICLE 8 - ARBITRATION**

8.01 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after duly exhausting the grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within five days, inform the other Party of the name of its appointee to the Arbitration Board.

8.02 The two appointees so selected shall proceed to appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees



fail to agree upon a Chairperson within fifteen days, the appointment shall be made by the Ministry of Labour upon the request of either Party.

8.03 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any

employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.

8.04 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way to modify, add to or detract from any provision of this Agreement.

8.05 Each of the Parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chairperson.

#### **ARTICLE 9 - DISCHARGE AND DISCIPLINE CASES**

9.01 This Article applies only to permanent employees.

9.02 In the event that an employee, other than an employee serving a probationary period, is discharged or disciplined and the employee considers that an injustice has been done, the employee may file a grievance pursuant to the provisions of Article 7.01 and such grievance shall be proceeded with accordingly, except that Step 1 shall be omitted and the employee shall have the right to proceed directly to Step 2.

9.03 Where an employee's grievance against discharge or discipline duly comes before an Arbitration Board, the Board may make a ruling,

- (a) confirming the Corporation's action, or
- (b) reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of this case), or
- (c) disposing of the grievance in any other manner which may be just and equitable in the opinion of the Board.

9.04 Where an employee has received no discipline for a period of two years, any disciplinary notation older than two years which is not related to a suspension shall, if the employee so requests, be removed from the employee's file. This clause does not affect final warnings or warnings which accompany suspensions.

## **ARTICLE 10 - LABOUR/MANAGEMENT COMMITTEE**

- 10.01 The purpose and function of this Committee shall be to discuss matters of mutual interest and concern, in order to promote and facilitate harmonious relationships and settled conditions between the Corporation and the Union. The Committee shall be composed of the Chief Administrative Officer and two designates and the Union President and three appointed representatives. It is understood and agreed that the Committee will not discuss grievances.
- 10.02 Meetings shall occur on a bi-monthly basis, if required, subject to an agenda. Agenda shall mean new or unfinished business. An agenda is to be submitted to either Party five working days in advance of each meeting. It is agreed that Union Executive members shall be paid for time spent at such meetings during their regular working hours.

## **ARTICLE 11 - UNION COMMITTEES AND STEWARDS**

- 11.01 The Corporation acknowledges the right of the Union to appoint or otherwise select Committees and Stewards.
- 11.02 The Union shall advise the Corporation of the names of the employees and their alternates appointed to those Committees or selected as Stewards. The number of Stewards from a department or facility shall be by mutual agreement.
- 11.03 The Union acknowledges that employees appointed to Committees or as Stewards will continue to perform their regular duties on behalf of the Corporation and that such persons will not leave their duties without first obtaining the permission of their immediate non-union supervisor or respective Department Head, and upon the completion of Union duties shall report back to their immediate non-union supervisor or respective Department Head, or to any job to which they have previously been directed, and give any reasonable explanation which may be requested with respect to their absence.
- 11.04 It is understood that such permission shall not be unreasonably withheld.
- 11.05 In accordance with this understanding, employees appointed to the Bargaining Committee, the Job Evaluation Committee, the Health and Safety Committee, the Labour-Management Committee or the Employee Assistance Program Committee, and Stewards meeting with Corporation representatives on grievance or disciplinary matters will be compensated by the Corporation to the extent of their regular pay for such time spent in dealing with any matter arising out of this Agreement, provided the matter cannot be dealt with outside of regular working hours.

11.06 Compensation will not be allowed for time spent outside of the employee's regular working hours, and the Corporation reserves the right to withhold payment if the Committee member or Steward does not conform with the accepted practice in dealing with matters arising out of this Agreement, or if an unreasonable or abnormal amount of time is consumed in dealing with such matters.

### **ARTICLE 12 - SENIORITY**

12.01 Seniority means the ranking of each employee according to the length of continuous service as a permanent employee in the bargaining unit starting from the date of last hiring.

12.02 Upon successful completion of the probationary period, an employee shall be credited with seniority from date of hire.

12.03 Despite the generality of Article 12.01, an employee shall continue to acquire seniority if absent from work for the following reasons and for the periods of time shown:

- (a) while the employee remains in the employ of the Corporation;
- (b) subject to the provisions of Article 20, Leave of Absence;
- (c) the first three months of any unpaid leave of absence granted by the Corporation under Article 20;

12.04 The Corporation shall maintain a seniority list showing the date upon which each permanent full-time employee's service commenced. Where two or more employees have the same seniority date, the employee with the lower payroll number shall be deemed to be senior.

12.05 The Corporation shall maintain a separate seniority list showing the accumulated hours as per Article 12.9 (a) and the start date of each permanent part-time employee.

12.06 (a) An up to date full-time permanent employee seniority list shall be sent to the Union and posted on all bulletin boards on the first weekday that is not a paid holiday following the 1st day of July of each year.

- (b) A permanent part-time employee seniority list shall be sent to the Union and posted on all bulletin boards by July 31<sup>st</sup> in each year showing seniority accumulated up to and including July 1<sup>st</sup>.

12.07 An employee's seniority rights and employment shall be terminated if:

- (a) the employee quits or retires;
- (b) the employee is discharged and not reinstated under the terms of this Agreement.
- (c) the employee fails to return without justification within five (5) working days of receipt of notice of recall. Notice of recall may be by telephone or telegram confirmed by registered mail to the employee's last known address on file with the Corporation. If notice of recall is by registered mail, it shall be deemed to have been received on the second day following registration.
- (d) the employee is laid off and not re-called for a continuous period of 24 calendar months.

12.08 Where a full-time permanent employee becomes a part-time permanent employee, his or her accumulated seniority will be pro-rated to that of a permanent part-time employee using a conversion factor of 1820 or 2080 hours per year of service, based on the regular hours of work in the most current full-time permanent position held. The employee's name will be transferred to the seniority list for part-time permanent employees.

- 12.09 (a) Seniority for part-time permanent employees shall be calculated on the basis of all regularly scheduled hours (excluding overtime) in accordance with Article 12.03.
- (b) Where a part-time permanent employee's status is changed to that of a full-time permanent employee, his or her seniority will commence as of the date he or she attained such status. In addition, he or she will be credited with seniority accumulated as a part-time permanent employee. His or her accumulated seniority will be converted using a conversion factor of either 1820 hours or 2080 hours per year of service, based on the regular hours of work in the most current part-time permanent position held. Under no circumstances will the employee's converted seniority date be earlier than that of the employee's date of hire.

### **ARTICLE 13 - HOURS OF WORK AND PREMIUM PAY**

13.01 Regular Daily Hours

- (a) (i) The regular work day for full-time employees shall mean either seven (7) or (8) hours as determined by the Corporation, excepting meal breaks. The normal hours of work shall be scheduled between 7:00 am and 5:00 pm.

- (ii) For payroll and scheduling purposes regular work day means the number of hours, to the nearest quarter-hour, worked by an employee in a twenty-four (24) hour period commencing at 12 midnight.
  - (iii) The regular pay period shall be every two (2) weeks.
  - (iv) In the case of Municipal Operations, the regular work day may be subject to variation by the Superintendent, Municipal Operations such that it extends before 7:00 am or after 5:00 pm. In making variations to the regular work day, the needs of the most senior employees in the job classification required will be considered to the extent possible. Affected employees shall be given at least five (5) calendar days notice of such change. In the case of employees involved in outdoor ice rink construction and maintenance work, a shorter notice period may apply.
  - (v) In the case of Culture and Recreation employees, the regular work day may be subject to variation by the Division Head such that it extends before 7:00 am or after 5:00 pm. When the regular work day of a full-time employee is to be varied by the Division Head, the employee so affected shall be given at least five (5) calendar days notice of such change.
  - (vi) The current hours of work for full-time permanent employees are outlined in Appendix B.
  - (vii) The hours of work for part-time permanent employees are determined by the needs of the Corporation.
- (b) The regular work week shall mean thirty-five or forty hours within a seven (7) day period.
  - (c) Meal breaks shall be either one (1) hour or one-half (1/2) hour unpaid. Where the Corporation requires an employee to remain on duty during the meal break, the break shall be either one (1) hour or one-half (1/2) hour paid.
  - (d)
    - (i) All employees working full-time hours shall be granted a fifteen (15) minute rest period during the first and second halves of the work day to be taken at a time directed by the immediate non-union supervisor.
    - (ii) All employees working part-time hours who work three consecutive hours or more shall be entitled to a fifteen (15) minute rest period to be taken at a time directed by the immediate non-union supervisor.
  - (e) No employee shall be laid off at any time from his or her regular shift in order that the Corporation may avoid the payment of any premium under this Article.

- (f) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- (g) (i) It is understood that all employees shall be at their workplace and ready to assume their duties at the commencement of their workday.
- (ii) Any employee who is unable to report to work at the normal starting time shall notify his or her foreperson or immediate non-union supervisor according to departmental call-in procedures which shall be posted in each department.

### 13.02 Shift Operations

- (a) Article 13.02 applies only to permanent employees.
- (b) All employees shall receive a shift premium, as specified below, for all full hours worked between 5:00 pm and 7:00 am.

Effective date of ratification:	\$ .70 per hour
April 1, 2005	\$ .75 per hour
April 1, 2006	\$ .80 per hour

### 13.03 Overtime

- (a) Overtime means authorized work performed in excess of the employee's regular work day in a twenty-four (24) hour period or regular work week. For payroll and scheduling purposes, a twenty-four (24) hour period shall begin at 12 midnight in any day.
- (b) To qualify for overtime compensation, a part-time employee's work day or work week must be that of a full-time employee performing the same work.
- (c) The Parties to this Agreement recognize that the needs of the Corporation may require the performance of overtime work from time to time. When the Corporation decides that overtime is required, such work will be offered to qualified employees within the sections in which overtime is required and who normally perform the work.
- (d) (i) For overtime caused by emergencies beyond the control of the Corporation, or caused by an employee absence characterized by little or no notice, the Corporation may offer such overtime to an employee who is already on site, seniority notwithstanding. Emergencies beyond the control of the Corporation shall include sudden storm, flood or the potential thereof; an employee absence

or departure which is characterized by little or no notice; and danger to life and/or property.

- (ii) All other overtime will be offered first to permanent full-time employees. The Corporation will attempt to distribute available overtime as equitably as is practical by using a rotating seniority-based list of qualified permanent full-time employees who normally perform the work. The first person on the list shall have the first opportunity and whether he or she accepts, declines, or is unavailable, shall be deemed to have had his or her opportunity. It is agreed and understood that any valid claim of inequitable distribution shall result only in an employee's entitlement to the next opportunity to perform scheduled overtime that he or she is qualified and available to perform.
- (iii) When there are no permanent full-time employees who are available, the process outlined in (ii) above shall be repeated using a rotating seniority-based list of qualified permanent part-time employees.
- (e) Overtime shall be compensated for at the rate of one and one-half times (1.5x) the employee's regular rate of pay or two times (2x) the employee's regular rate of pay for overtime worked on a Sunday.
- (f) The rotating seniority-based lists referred to in Article 13.03 (d ) (ii) and (iii) will not be applicable to any employee while he or she is on Stand-by Duty referred to in Article 13.06.

#### 13.04 Time off in Lieu

Providing an employee advises the immediate non-union supervisor prior to the submission of the times sheets to Payroll, he or she may bank time off in lieu of overtime pay at the applicable overtime rate for each hour worked. At no time will an employee's bank exceed five (5) working days which may be taken consecutively at a time mutually agreed upon by the employee and his or her supervisor and shall not be unreasonably withheld. Time off in lieu earned prior to November 30<sup>th</sup> must be taken in the calendar year in which it is earned.

#### 13.05 Emergency Call In

Where an employee has completed his or her regular shift and has left the Corporation's premises and without prior notification is called in to perform overtime work, he or she shall be paid a minimum of three (3) hours pay at the applicable overtime rate shown in Article 13.03 (e). This clause will come into effect only once in any three (3) hour period.

#### 13.06 Stand-by Duty

- (a) Any employee required to be on stand-by during off-duty hours shall be paid \$15.00 (effective the date of ratification) and \$20.00 (effective April 1, 2005) for each day of stand-by, in addition to any monies he or she may be entitled to on call-ins.
- (b) Upon request, the Corporation shall assign pagers to employees while on stand-by duty.
- (c) Employees must be available for call-ins at all times during stand-by duty. Any breach of this provision will be treated as a matter of discipline.

#### 13.07 Meal Allowances

When an employee is required to continue to work on overtime after completion of his or her scheduled hours of work, which continues in excess of two (2) hours, the employee shall be paid for a meal allowance in the amount of \$8.00 (effective the date of ratification) and \$10.00 (effective April 1, 2006). If the overtime continues, such employee shall be paid for further meal allowances at intervals of four (4) consecutive hours following the first meal allowance, provided that the overtime is to continue.

#### 13.08 Mileage Allowances

Employees who are required to use their personal vehicle for use on the job shall be reimbursed at the rate of \$0.53 cents per kilometer for the first 5,000 kilometers driven in each calendar year and at the rate of \$0.46 cents per kilometer thereafter. It is agreed and understood that the Corporation may review and adjust these rates during the life of this Agreement.

### **ARTICLE 14 - CREATING POSITIONS AND POSTING JOB VACANCIES**

- 14.01 When a new position within the bargaining unit is to be created, the Corporation shall advise the Union, in advance, of the title, the nature of the position, the proposed wage or salary rate, and the required qualifications.
- 14.02 Notices of permanent job vacancies and newly created positions of a permanent nature in the bargaining unit shall be posted for a period of five working days in all departments. Any such notice thereof shall contain the job title, the nature of the job, the qualifications required, the wage or salary rate and other relevant information.
- 14.03 Any employee who wishes to be considered for the job vacancy shall submit a written application to the official of the Corporation named in the notice within and not after five working days of the posting of the notice, or within such other longer period of time as may be set out in the notice, setting forth his or her present qualifications.



## **ARTICLE 15 - FILLING JOB VACANCIES**

- 15.01 Where a job vacancy falling under the scope of this Agreement is posted under Article 14.02, qualified applicants from within the bargaining unit shall be interviewed and assessed before external applicants are considered. In assessing the qualifications of each employee, the employee with the most seniority shall be awarded the job in accordance with Articles 15.02, 15.03 and 15.04, provided that he or she has the qualifications to perform the requirements of the job.
- 15.02 When two or more full-time permanent employees (and no part-time permanent employees) are applying for a full-time permanent or part-time position, the full-time permanent employee with the most seniority according to the Full-time Permanent Seniority List shall be awarded the position, provided that the employee has the qualifications to perform the requirements of the job.
- 15.03 (a) When one or more full-time permanent employees and one or more part-time permanent employees are applying for a full-time permanent or part-time position, the full-time permanent employee with the most seniority according to the Full-time Permanent Seniority List shall be awarded the position, provided the employee has the qualifications to perform the requirements of the job.
- (b) When one or more full-time permanent employees and one or more part-time permanent employees are applying for a full-time permanent or part-time position, and no full-time permanent employee has the qualifications to perform the requirements of the job, then the part-time permanent employee with the most seniority according to the Part-time Permanent Seniority List shall be awarded the position, provided that that employee has the qualifications to perform the requirements of the job.
- 15.04 When two or more part-time permanent employees (and no full-time permanent employees) are applying for a full-time permanent or part-time position, the part-time permanent employee with the most seniority according to the Part-time Permanent Seniority List shall be awarded the position, provided the employee has the qualifications to perform the requirements of the job.
- 15.05 Temporary, Relief and Term employees will only be considered for posted vacancies when no applicant with seniority is qualified for the position.
- 15.06 If there is no successful applicant from the bargaining unit for a posted job vacancy, the Corporation may fill such vacancy from outside sources, provided it advises the Union of its intent to do so and does not advertise such vacancy until applicants from the bargaining unit are advised of the Corporation's decision. Any vacancy not filled later than six (6) months from the closing date of the posting must be reposted utilizing Article 14.02 of this Agreement, should the Corporation decide (a) the vacancy still exists and (b) to fill the vacancy.

15.07 All newly hired employees shall be on probation for a period of sixty working days from date of hiring, which may be extended for a further sixty working days by mutual agreement between the Corporation and the Union. On successful completion of the probationary period, employees will be credited with seniority from their date of hire. It is agreed and understood that work on any part of a day counts as a working day for the purpose of this Article.

15.08 An employee who has successfully applied for a job vacancy shall serve a trial period consisting of sixty working days which may be extended to a further sixty working days by mutual agreement between the Corporation and the Union. It is agreed and understood that work on any part of a day counts as a working day for the purpose of this Article.

(a) Where an employee who has successfully applied for a job vacancy, at his or her option, or at the decision of the Corporation, should be returned to his or her former job during the trial period, any other employee affected by the return shall be returned to his or her former job. Any employee so affected will be placed in his or her former job as though he or she had not left it insofar as the wage rate, increment date and accrued seniority are concerned.

(b) Where an employee serving a trial period wishes to return to his or her former job, or it is determined by the Corporation that an employee serving a trial period cannot satisfactorily perform the job, the Corporation will attempt to return the employee to his or her former job within twenty working days of the employee providing notice to the Corporation or the Corporation providing notice to the employee.

(c) The Corporation may fill any vacancy resulting from Article 15.08 (a) by appointing the next most senior qualified applicant in the competition. If there is no qualified applicant, the Corporation may fill the vacancy from outside sources.

(d) The Corporation shall not consider any employee for any job vacancy during the probationary period. An employee serving a trial period shall not be permitted to apply for any subsequent job vacancies for a period of three (3) calendar months from the effective date of the appointment, except with the approval of the Division Head, Human Resources.

#### **ARTICLE 16 - SPECIAL TRANSFERS AND PLACEMENTS**

16.01 Articles 15.01, 15.02, 15.03 and 15.04 shall not apply to an employee placed in another position resulting from or necessitated by:

(a) the revocation, loss or suspension, by an agency other than the Corporation, of any employment qualification or licence that is required in the employee's classification or position;

or

(b) the exercise by the Corporation of any of its rights under Article 5.02.

16.02 (a) Any employee is required to give his or her immediate non-union supervisor written notice of a loss of employment qualification, which includes the loss or suspension of a driver's license. Such notice must contain the duration of loss or suspension and must be given within three (3) working days of the employee becoming notified of such loss or suspension. Failure to provide such written notice within the stipulated period will be treated as a matter of discipline.

(b) In the event that an employment qualification of a permanent employee is lost or temporarily suspended, the Corporation shall place the employee in an available position for which the employee has the required qualifications. The placement might be either temporary or permanent as mutually agreed to by the Parties. The available position must be one in which there is no requirement for the lost qualification. In such case, the employee's pay will be adjusted to the rate of pay for the position into which the employee has been placed, at the employee's current step in the pay grade.

(c) Where the option outlined above in 16.02 (b) cannot be applied, or where there is no position currently available, the employee will be placed on a leave of absence without pay for the period of loss of employment qualification, or until a position for which the employee has the required qualifications becomes available.

(d) An employee returning from a leave of absence without pay, or relocation from a position into which he or she was temporarily placed during the period of the loss of employment qualification, will be placed in his or her former position if available, or in an alternate position for which the employee possesses the required knowledge, skills, abilities or the qualifications. An employee must give at least ten (10) working days written notice of return to the Corporation.

16.03 Any employee who has become unable to handle his or her customary work to advantage, owing to age or other infirmity, shall be given preference for any available work within that employee's capabilities, at not less than the basic rate of pay for the position into which the employee has been placed, providing he or she does not replace another employee.

## **ARTICLE 17 - TEMPORARY AND RELIEF EMPLOYEES**

17.01 Temporary and Relief employees do not accrue seniority.

- 17.02 The term of a Temporary employee may be extended by written agreement between the Corporation and the Union.
- 17.03 The Corporation shall provide the Union with a list of Temporary and Relief employees in the first week of each month. That list shall contain the starting date of each employee and the department in which the employee is working.
- 17.04 Temporary and Relief employees shall not be covered by any of the terms of this Agreement except the established pay grade and Articles 3, 6, 21, 25 and 26. Except for these Articles, Temporary and Relief employees shall not have recourse to the grievance procedure.
- 17.05 Except for the one-day floating holiday, Temporary and Relief employees shall be entitled to paid holidays under Article 26 in accordance with the terms and provisions of the Employment Standards Act as amended from time to time.
- 17.06 Vacation, or vacation pay for temporary and relief employees shall be granted in accordance with the terms and conditions of the Employment Standards Act as amended from time to time.

#### **ARTICLE 18 - LAY-OFF AND RECALL FROM LAY-OFF**

##### 18.01 Lay-Off Defined

A lay-off shall mean a temporary severance of the employment relationship typically due to lack of work or when a job is declared permanently redundant.

##### 18.02 Role of Seniority in Lay-Offs

In the event of a lay-off, employees shall be retained in the order of seniority provided they have the required qualifications to fill the positions available.

##### 18.03 Advance Notice of Lay-Off

In the case of lay-off, the Corporation shall notify all permanent employees who are about to be laid off fifteen (15) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work his or her regularly scheduled shifts during the fifteen (15) working days after notice of lay-off, he or she shall be paid in lieu of work for that part of fifteen (15) working days during which regularly scheduled work was not made available.

#### 18.04 Temporary Lay-Off Procedure

A permanent employee subject to lay-off will be placed using the following procedures in the order set out below:

- (a) After discussion between the Parties, an employee will first be offered any available vacancy for which the employee has the required qualifications and for which there is no qualified internal applicant. It is agreed and understood that any available vacancies shall include positions held by Temporary, Relief or Term employees. The employee will have a maximum of two (2) working days to accept or reject such offer. If accepted, and the hourly rate is lower in the vacant position, the employee's hourly rate will be maintained for a period of three (3) calendar months while he or she remains in the vacant position. After three (3) calendar months, his or her pay level will become that of the vacant position, but the increment date and the step in the pay level of the vacant position will remain the same as in his or her previous position. If the employee is at the top of the pay level in that vacant position, he or she will not receive any further increments but will receive any negotiated wage increases.
- (b) If there are no vacancies available for which the employee has the required qualifications, or if the employee does not accept a vacancy, he/she will be laid off with no access to the bumping procedure.
- (c) It is agreed and understood that an employee will be recalled to his or her former position at the end of the temporary lay-off.

#### 18.05 Permanent Reduction in the Work Force

A permanent employee subject to lay-off will be placed using the following procedures in the order set out below:

- (a) After discussion between the Parties, an employee will first be offered any available vacancy for which the employee has the required qualifications and for which there is no qualified internal applicant. The employee will have a maximum of two (2) working days to accept or reject such offer. If accepted, and the hourly rate is lower in the vacant position, the employee's hourly rate will be maintained for a period of six (6) calendar months while he or she remains in the vacant position. After six (6) calendar months, his or her pay level will become that of the vacant position, but the increment date and the step in the pay level of the vacant position will remain the same as in his or her previous position. If the employee is at the top of the pay level in that vacant position, he or she will not receive any further increments but will receive any negotiated wage increases.

- (b) If there are no vacancies available for which the employee has the required qualifications, or if the employee does not accept a vacancy, he/she shall be given bumping rights in accordance with Article 18.06.
- 18.06 (a) Any full-time permanent employee who has received notice of lay-off and cannot be placed under Article 18.05 may up to seven (7) calendar days after the date of such notice:
- (i) bump into any other full-time permanent position held by an employee with the least seniority in any job classification according to the Full-time Permanent Employee Seniority List; or
  - (ii) bump into any part-time permanent position in accordance with Article 18.02, so long as the bumping employee has the qualifications to perform the requirements of the position.
- (b) Any part-time permanent employee who has received notice of lay-off and cannot be placed under Article 18.05 may up to seven (7) calendar days after the date of such notice, bump into any other part-time permanent position held by an employee with the least seniority in any job classification according to the Part-time Permanent Employee Seniority List, so long as the bumping employee has the qualifications to perform the requirements of the position.
- (c) Any full-time permanent employee who has received notice of being bumped by another employee who cannot be placed under Article 18.05 may up to five (5) working days after the date of such notice:
- (i) bump into any other full-time permanent position held by an employee with the least seniority in any job classification according to the Full-time Permanent Employee Seniority List; or
  - (ii) bump into any part-time permanent position in accordance with Article 18.02, so long as the bumping employee has the qualifications to perform the requirements of the position.
- (d) Any part-time permanent employee who has received notice of being bumped by another employee and cannot be placed under Article 18.05 may, up to five (5) working days after the date of such notice, bump into any other part-time permanent position held by an employee with the least seniority in any job classification according to the Part-time Permanent Employee Seniority List, so long as the bumping employee has the qualifications to perform the requirements of the position.
- (e) It is agreed and understood that once an employee has exercised his or her bumping rights he or she will be reclassified to the new position.

- (f) If an employee is unable to exercise the right to bump or chooses not to bump, he or she will be laid off.
- 18.07 The most senior employee laid off (subject to Article 12) who has the required qualifications will be the first to be recalled to a permanent position.
- (a) An employee who is laid off is responsible for advising the Human Resources Division, in writing, of his or her current mailing address and telephone number and any subsequent changes thereto.
  - (b) Employees will be contacted by telephone or by registered mail, receipt of which will be deemed effective the second (2) day after registration, to the employee's last known address on file. Should the employee fail to return without justification within five (5) working days of receipt of notice of recall, or should the employee's address no longer be valid, the employee will be struck from the recall list and all employment obligations towards him or her shall end. In such case, the next laid off employee will be contacted and offered the position.
- 18.08 No temporary or relief employee shall be hired at the expense of a permanent employee being laid off.
- 18.09 Persons shall not be hired from outside sources until those laid off who have the required qualifications to fill the positions available have been given the opportunity of recall. A laid off permanent employee shall be eligible to be recalled to a permanent position for a continuous period of twenty-four (24) calendar months.
- 18.10 Grievances concerning lay-offs and recalls shall be initiated at the level of a Step 2 grievance.

#### **ARTICLE 19 – ACTING ASSIGNMENTS OUTSIDE THE BARGAINING UNIT**

- 19.01 An employee may only be promoted or transferred to a position outside the bargaining unit with his or her consent. In such case, the employee shall retain his or her existing seniority and continue to accrue seniority for a further period of one year, during which time the employee will continue to pay union dues in accordance with Article 6.02.
- 19.02 If, within that one year period, the employee elects to return to his or her position vacated, or is returned by the Corporation to the position vacated, or another position that is subject to the provisions of this Agreement, the employee shall carry the accumulated seniority with him or her.
- 19.03 If, after a one year period the employee remains in the acting position, he or she shall continue to pay union dues in accordance with Article 6.02 but shall not continue to accrue seniority. When the employee returns to the position vacated, or another position that is subject to the provisions

of this Agreement, he or she shall be credited with accrued seniority in accordance with Article 19.01.

## **ARTICLE 20 - LEAVE OF ABSENCE**

- 20.01 The Corporation may, at its discretion, grant a leave of absence without pay to any employee requesting such leave for reasons which the Corporation determines to be legitimate. The recipient shall use the leave of absence only for the purpose for which it was granted. Seniority shall continue to accumulate only during the first three (3) calendar months of such leave.
- 20.02 Except in the case of an emergency, all requests for leaves of absence shall be in writing stating the reasons. Such requests must be submitted at least two weeks prior to the desired commencement date of the leave.
- 20.03 The Corporation may grant a leave of absence without pay and without loss of seniority or occupational classification (save as hereinafter set out) for a maximum of one year to any two employees who request such a leave, by reason of their election or appointment as Officers of the Union. Such leave may be extended for one (1) year if requested by the employee.
- 20.04 Upon receipt of two calendar weeks written notice, the Corporation will grant a leave of absence without loss of regular pay, benefits and seniority to employees selected or appointed by the union to attend union functions or training. The total cumulative leave of absence granted to all employees in the bargaining unit for this purpose shall not exceed thirty (30) days in any one (1) calendar year. Not more than two (2) employees may be absent from the same section at the same time. The Corporation shall bill the union for the employee's regular pay for the leave of absence.
- 20.05 An employee called for jury duty or subpoenaed as a Crown witness or subpoenaed as a witness in a civil or criminal proceeding shall receive for each day absent from regularly scheduled working hours, the difference between average hourly earnings lost and the amount of jury or witness fee received, providing the employee furnishes the Corporation with a Certificate of Service signed by the Clerk of the Court showing the amount of any fee received. It is agreed that this provision does not apply to arbitration proceedings.
- 20.06 The Corporation will grant to the elected Union President two hours off work, without loss of regular pay, at the same time each Wednesday to attend to Corporation/Union business and employees' concerns. This time off will be scheduled by the immediate non-union supervisor so as to minimize any operational disruption.
- 20.07 An employee who is on a leave of absence without pay for more than thirty (30) consecutive calendar days shall not accrue further vacation and sick leave credits. The Corporation shall cease its payment on the premium cost of the employee's benefits on the 30<sup>th</sup> day of the leave



of absence. If the employee requests, he/she will be allowed to continue such benefits by paying the full premium cost.

### **ARTICLE 21 - PREGNANCY AND PARENTAL LEAVE**

- 21.01 Pregnancy and Parental Leave will be granted in accordance with the terms of and provisions of the Employment Standards Act as amended from time to time.
- 21.02 An employee applying for pregnancy and parental leave must provide the Corporation with at least two (2) weeks written notice of the date the leave is to begin accompanied by a certificate from a legally qualified medical practitioner stating the expected birth date.

### **ARTICLE 22 - TOOLS, EQUIPMENT AND CLOTHING**

- 22.01 Where required by the Corporation or by safety regulations, special clothing and equipment will be supplied to employees. In general, safety clothing and equipment will apply to rubber coats, hats and rubber boots or other such clothing as is necessary to keep the employees warm and dry.
- 22.02 The Corporation will provide all tools and equipment necessary for employees to carry out the work of the Corporation.
- 22.03 Such tools and equipment are the property of the Corporation and are not to be removed from the Corporation's property without permission from the employee's immediate non-union supervisor.
- 22.04 Appropriate clothing, safety equipment and required safety footwear must be worn by employees during working hours. Employees will be responsible for the reasonable care, cleanliness and security of all tools, equipment and clothing issued to them and shall take every reasonable precaution to prevent damage by improper use, or loss by theft or carelessness.
- 22.05 Where conditions of work require, the Corporation shall provide full-time permanent employees with a voucher to purchase the following clothing by May 31<sup>st</sup> of each year. Employees may substitute other articles of clothing approved by the Corporation in lieu of those listed below:
- a) two pairs of coveralls or one orange safety coverall or one orange safety overall;
  - b) two pairs of trousers;
  - c) two shirts;
  - d) one orange safety coat to be alternated with a spring jacket for employees working at the Pickering Recreation Complex, Don Beer Arena and Municipal Operations Centre. Replacement of these items will be at the sole discretion of the immediate non-union supervisor upon inspection of the worn or damaged clothing to be replaced.

- 22.06 For permanent employees (except part-time permanent employees who are regularly scheduled to work less than twenty-four (24) hours per week) who are required by law to wear safety footwear in the performance of their duties, the Corporation shall purchase and provide one pair per year as follows:
- (a) Safety footwear shall be Green Patch Grade 1 CSA certified as the minimum standard or Yellow Tab Grade 2 CSA certified as appropriate in the circumstances;
  - (b) Permanent employees referenced in Article 22.06 above may have their worn or damaged safety footwear replaced on an as needed basis. Such replacement will be at the sole discretion of the immediate non-union supervisor upon inspection of the worn or damaged footwear.
- 22.07 The Corporation shall provide a \$425.00 per year tool allowance for Lead Mechanics, Mechanics and Maintenance Mechanics, Facilities who are licensed mechanics. The Corporation shall provide a yearly tool allowance to the Repairperson, Small Equipment in the amount of 60% of the said rate.
- 22.08 At the discretion of the department head, employees will be permitted to select from a list of optional uniform items approved by the Corporation provided that:
- (a) the employee does not exceed the annual dollar value of the uniform entitlement outlined in this Article;
  - (b) the employee has available for use, in clean and neat condition, the basic uniform complement required to perform his or her assigned duties for the balance of the annual entitlement period.

### **ARTICLE 23 - FIRST-AID KITS AND SAFETY**

- 23.01 First-aid kits and fire extinguishers will be supplied by the Corporation and kept in places easily accessible to all employees. It will be the responsibility of both Parties to see that the kits and extinguishers are properly cared for and maintained.
- 23.02 Both Parties shall cooperate to the fullest extent in the prevention of accidents and with such promotion of safety and health as is deemed necessary.
- 23.03 The Joint Health and Safety Committee shall be continued and composed of not more than three representatives appointed by the Corporation, and three representatives appointed by the Union.

23.04 The Joint Health and Safety Committee shall hold meetings as required to deal with all unsafe, hazardous or dangerous conditions. Representatives of the Union shall suffer no loss of pay for attending such meetings. Copies of the minutes of all Committee meetings shall be sent to the Corporation and to the Union.

#### **ARTICLE 24 - SICK LEAVE**

24.01 Sick leave means the period of time an employee is entitled to be absent from work by virtue of being sick or disabled, quarantined as a result of exposure to a contagious disease, under examination or treatment by a qualified medical practitioner, or injured because of an accident which is not compensable under the Workplace Safety and Insurance Act, (1997) as amended from time to time. The Parties agree that sick leave payments are intended only for protection of the income of employees who are unable to work for these reasons.

24.02 An employee will not be entitled to paid sick leave during the first month of service.

24.03 Each employee will earn sick leave at the rate of one and one half (1 1/2) days per month of service except:

- (a) where an employee is off work and being paid by a Long Term Disability Insurance Carrier;
- (b) where an employee is absent from work for more than eight (8) continuous months as a result of workplace illness/injury and is in receipt of W.S.I.B. benefits;
- (c) where an employee is absent from work on an unpaid leave of absence in excess of thirty (30) consecutive calendar days.

The unused portion of an employee's sick leave will be accumulated and carried forward from one year to the next.

24.04 Employees must report their inability to work due to illness to their immediate non-union supervisor or the person designated to receive such reports before the start of the first work day of their absence, or as soon as is reasonably possible after work begins.

24.05 (a) In order to qualify for sick leave with pay, an employee shall, when requested by the immediate non-union supervisor, produce a certificate from a qualified medical practitioner certifying that the employee was unable to carry out his or her duties due to illness. It is agreed and understood that the Corporation shall inform the employee of the need to provide a certificate at the time of call in, or as soon as is reasonably possible thereafter. The Corporation will reimburse the employee for the cost of the doctor's fee for providing such certificate.

- (b) The Parties agree that it is the employee's obligation to keep the immediate non-union supervisor informed of the status of illness on an ongoing basis. In case of an anticipated absence due to illness of five (5) working days or less, employees may be required to keep their immediate non-union supervisor informed on a daily basis. In case of an anticipated illness of more than five (5) working days, employees may be required to keep their immediate non-union supervisor informed on a weekly basis.
- 24.06 In the case of the sudden or unexpected illness of an immediate family (spouse, dependent children or parents) residing in the employee's household, and where no one at home can provide for the needs of the ill family member, the employee shall be entitled to use a maximum of five (5) sick leave days per calendar year to care for the family member who is ill. Sick leave used for this purpose shall be drawn from the employee's accrual under Article 24.03.
- 24.07 When an employee is injured at work and in receipt of Workers' Compensation instead of regular pay, the Corporation will make up the difference between such compensation and regular pay to the extent of the maximum of the employee's accumulated sick leave with pay credits. The amount of such make-up shall be deducted from such accumulated credits.
- 24.08 If an employee does not take any sick leave for a calendar year, he or she shall earn one extra day of vacation to be taken in the following year.
- 24.09 This Article applies only to permanent employees. For the purpose of accruing sick leave, permanent part-time employees shall accrue sick leave at 0.07 hours for every hour paid (excluding overtime) and any unused sick leave will accumulate to the benefit of the employee.

Clarity Note

For the purpose of Article 24.03 (a), (b), and (c) the employee will earn sick leave entitlement only if he/she has worked one half (1/2) or more of the working days in the month in the case of an incomplete month of service.

**ARTICLE 25 - BEREAVEMENT LEAVE**

- 25.01 (a) A permanent employee shall be granted bereavement leave without loss of pay, according to the schedule below, immediately following the death of:
- (i) an employee's spouse (including common-law spouse) or child, up to five consecutive work days off.
  - (ii) an employee's father, mother, sister, brother, grandparent, grandchild, step-parent, step-child, father-in-law, mother-in-law, or other relative living with the employee, up to three consecutive work days off.
  - (iii) An employee's brother-in-law or sister-in-law, one work day off to attend the funeral.

- (b) In the event such a death occurs, or the funeral is held at a distant point requiring extra travelling time, the employee may be granted up to two additional work days off without loss of pay, subject to prior approval of the immediate non-union supervisor.
- (c) For the purpose of this Article, work day shall mean those regularly scheduled hours the employee was normally scheduled to work during the period of leave.

**ARTICLE 26 - PAID HOLIDAYS**

26.01 (a) The Corporation recognizes the following as paid holidays:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
*1/2 day on Christmas Eve	*1/2 day on New Year's Eve

one day floating holiday, to be taken on a day mutually agreeable to the employee and the employee's immediate non-union supervisor, and

any other day proclaimed as a National or Provincial holiday by the Federal or Ontario government.

- (b) \*The Corporation and the Union may agree to designate one (1) day off to be taken with Christmas Day or Boxing Day instead of the two (2) half (1/2) days off.
- (c) Except for employees who are scheduled to perform a regularly scheduled shift on a paid holiday, the Corporation may designate another day for observance of the paid holiday if the paid holiday falls on a Saturday or Sunday, so that the day of observance will be designated as the Friday preceding or the Monday following the paid holiday.
- (d) Any paid holidays designated in (b) and (c) above will be posted in all departments by February 15<sup>th</sup> of each year.

26.02 In order to qualify for holiday pay, any employee must work the full number of scheduled hours of work on the work day immediately preceding and immediately following the holiday unless excused by the Corporation, or an employee was absent due to:

- (i) an illness which is verified by a doctor's certificate and for which the employee is entitled to paid sick leave,
- (ii) an approved paid leave of absence,
- (iii) bereavement leave,

- (iv) vacation approved by the Corporation,
- (v) any other reasonable cause.

- 26.03 Holiday pay for full-time employees shall be computed on the basis of the regularly scheduled number of hours the employee would otherwise have worked and shall be paid at the employee's regular hourly rate of pay.
- 26.04 Holiday pay for part-time employees shall be computed on a pro-rata basis in accordance with the Employment Standards Act as amended from time to time.
- 26.05 A probationary employee will be entitled to holiday pay provided that he or she has completed one (1) calendar month of service from the date of hire.
- 26.06 Any employee required to work on any of the paid holidays will be paid at two (2x) times the employee's regular hourly rate of pay for all hours worked. In addition, an employee will receive holiday pay if the eligibility criteria as set out in this Article are met.
- 26.07 If one of the paid holidays falls or is observed during the employee's vacation period, the employee shall be granted another day off with pay instead.
- 26.08 An employee who has undertaken to work on any of the above holidays and fails to report to work shall forfeit all pay for that day unless his or her absence is due to illness verified by a medical certificate as required by the Corporation or otherwise provides a reason satisfactory to the Corporation.

**ARTICLE 27 - VACATIONS**

- 27.01 A permanent full-time employee who has attained seniority (within the meaning of Article 12.01) in the chart below on December 31<sup>st</sup> in any year shall be entitled to the corresponding vacation entitlement without loss of pay in the year following the completion of the required seniority. For the first incomplete calendar year of service an employee shall earn one (1) day for each complete month of service to a maximum of 10 days. Annual vacations will be awarded as follows:

**PERMANENT FULL-TIME EMPLOYEES**

<b>Seniority</b>	<b>Vacation Entitlement</b>
Less than one year	Ten working days
One year but less than two years	Eleven working days
Two years but less than three years	Twelve working days
Three years but less than four years	Fourteen working days
Four years but less than five years	Fifteen working days
Five years but less than six years	Sixteen working days

Six years but less than seven years	Seventeen working days
Seven years but less than eight years	Eighteen working days
Eight years but less than nine years	Nineteen working days
Nine years but less than ten years	Twenty working days
Ten years but less than eleven years	Twenty-one working days
Eleven years but less than twelve years	Twenty-two working days
Twelve years but less than thirteen years	Twenty-three working days
Thirteen years but less than fifteen years	Twenty-four working days
Fifteen years but less than seventeen years	Twenty-five working days
Seventeen years but less than nineteen years	Twenty-six working days
Nineteen years but less than twenty-one years	Twenty-seven working days
Twenty-one years but less than twenty-three years	Twenty-eight working days
Twenty-three years but less than twenty-five years	Twenty-nine working days
Twenty-five years or more	Thirty working days

27.02 The vacation year will run from January 1<sup>st</sup> to December 31<sup>st</sup>.

27.03 A permanent part-time employee who has attained seniority hours (within the meaning of Article 12.05) in the chart below on December 31st in any year shall be entitled to the corresponding vacation pay in the year following the completion of the required seniority. Vacation pay for permanent part-time employees will be included in the regular bi-weekly payroll.

PERMANENT PART-TIME EMPLOYEES

Seniority Hours	Percentage of Employee Earnings for the year
5850 or less	4%
Greater than 5850	6%

- 27.04 Applications for vacations must be filed by April 1st of each year. The Corporation will post the approved vacation schedule on or before April 30th in the work area concerned. Subject to the Corporation’s right to maintain a qualified workforce, the choice of vacation days will be granted in order of seniority. It is agreed and understood that changes may be made to the approved vacation schedule by mutual agreement if such changes do not affect employees who have submitted their requests in a timely fashion.
- 27.05 (a) Vacations shall be taken during the year in which it is earned.
- (b) Subject to approval, an employee may carry over up to five working days of vacation to the next calendar year. Any application for carry over shall be in writing.
- 27.06 An employee upon ceasing employment with the Corporation shall receive the pro rated amount of his/her vacation entitlement for the calendar year in the event of employment for less than the complete year.
- 27.07 Leave of absences in excess of thirty (30) consecutive calendar days will reduce the paid vacation entitlement on a pro rated basis.
- 27.08 An employee who is off work and being paid by a Long Term Disability Insurance Carrier will have his/her vacation entitlement reduced on a pro rated basis.
- 27.09 An employee who is off work for more than eight (8) consecutive months as a result of a workplace illness/injury and is in receipt of W.S.I.B. benefits, his/her paid vacation entitlement shall be reduced on a pro rated basis.
- 27.10 An employee who is off work on an unpaid sick leave will have his/her paid vacation entitlement reduced on a pro rated basis.

Clarity Note(s)

1. For the purposes of Articles 27.06, 27.07, 27.08 and 27.09, pro rated will be based on vacation entitlement being earned at a rate of one-twelfth (1/12) for each calendar month of service.



- 2 For the purposes of Articles 27.06, 27.07, 27.08 and 27.09 the employee will receive the vacation entitlement only if he/she has worked one-half (1/2) or more of the working days in the month in the case of an incomplete month of service.

#### **ARTICLE 28 - ACTING ASSIGNMENTS INSIDE THE BARGAINING UNIT**

- 28.01 (a) When an employee is required to substitute for three (3) or more consecutive hours in a higher paying position, the employee shall receive the higher rate of pay for those hours worked in the higher paying position.
- (b) Notwithstanding (a) above, when an employee is required to substitute in the job classification of Heavy Equipment Operator I, II or III, he/she shall receive the higher rate of pay for those hours worked and retain his/her current Step while substituting in the higher paying position.
- 28.02 When an employee is required to substitute in a position paying a lower rate, the employee's regular rate of pay shall not be reduced.
- 28.03 The Corporation may make acting assignments in its discretion. In making such assignments, the Corporation, where practicable, shall assign the most senior employee in the section concerned who has the required qualifications to perform the work to be done. In the event that there are no qualified employees, the immediate non-union supervisor may assign any employee who has the ability to perform the work.

#### **ARTICLE 29 - CONTRACTING OUT**

- 29.01 This Article applies only to permanent employees.
- 29.02 No work in job categories covered by this Agreement shall be contracted out at the expense of present employees being laid off.
- 29.03 Where it is contemplating contracting out work of a nature performed by Union employees, the Corporation shall advise the Union by written notice.
- 29.04 No tenders for the contracting of the work shall be invited until at least six months after the giving of the notice referred to in Article 29.03.
- 29.05 During the six month notice period referred to in Article 29.04, the Union shall be given an opportunity to make representation to the Corporation with respect to the contracting out of the work in question; the Corporation shall make available to the Union any material of a non-confidential nature being examined in support of its decision to contract out the work.

29.06 This Article shall not prevent the retention by the Corporation of students enrolled in an educational institution as part of a work experience program directly related to their course of study, provided such students do not replace existing permanent employees or employees currently on lay-off. The retention of students is subject to the approval of the Parties.

### **ARTICLE 30 - BENEFITS**

- 30.01 (a) The Corporation shall, pay, on behalf of all permanent full-time employees 100% of the premium cost of the following:
- 1) extended health plan, including prescription drugs (utilizing a drug card with a \$8.00 dispensing fee cap) and semi-private hospitalization;
  - 2) vision care plan providing an accumulated two-year benefit of \$275;
  - 3) long-term disability plan providing 75% of regular earnings to a maximum of \$4,000 per month;
  - 4) dental plan equivalent to the Manulife Plan No. 9 utilizing current O.D.A. rates, and including orthodontic coverage for dependent children to a \$2,500 lifetime maximum with 50%/50% co-insurance and major restorative coverage at 50% reimbursement with an annual maximum of \$2,000. Nine-month recall for dental check-ups for adults.
  - 5) life insurance plan to a value of twice the employee's annual salary to the nearest \$500 to a maximum of \$100,000.
- (b) A permanent full-time employee may apply for a further sum of life insurance offered in \$10,000 increments to a maximum of \$200,000, subject to evidence of insurability. The employee shall pay 100% of the premium cost of this additional insurance. (The Corporation agrees that if the insurance carrier allows it, part-time permanent employees may apply for Optional Life Insurance, with the employee paying 100% of the premium cost of the insurance).
- (c) The Corporation will continue to pay 100% of the premium cost of benefits (including extended health, dental and vision care) to an employee's surviving spouse and dependents for up to twelve (12) calendar months following the employee's death.

30.02 (a) The Corporation shall pay to Permanent Part-time employees an amount equal to 8% of regular earnings (excluding overtime and any other premium pay and vacation pay) instead of having the premium cost for the benefits listed in Article 30.01 paid for them.

30.03 The Corporation shall pay to all temporary and relief employees who were employed as of June 25, 2001 and who have worked in excess of 720 hours (excluding overtime) an amount equal to 8% of gross wages earned after those 720 hours instead of having the benefit premiums for the benefits listed in Part 1 of this Article paid for them. It is agreed and understood that such payment will not apply to any new temporary or relief employee hired after June 25, 2001.

30.04 The Corporation shall make contributions on behalf of each participating permanent employee to the O.M.E.R.S. Basic Pension Plan, in amounts required by the Board of O.M.E.R.S. from time to time.

### **ARTICLE 31 - DISABILITY BENEFITS**

31.01 (a) When a permanent full-time employee is eligible for full benefits under the provisions of a Long Term Disability Plan provided by the Corporation's insurance company, the Corporation will continue to pay the premium cost of the Extended Health, Dental and Vision Plan so long as the employee continues to be eligible for such long-term disability benefits.

(b) All premium payments referred to in Article 31.01 (a) will cease on the date an employee is terminated from employment.

(c) Notwithstanding Article 31.01 (b) above, the Corporation will pay the premium cost of the Extended Health plan for any employee who is in receipt of full benefits under the provisions of the Long Term Disability Plan as of May 31, 1999, for as long as the employee continues to receive Long-Term Disability benefits. Payment of the premium cost of the Vision and Dental Plan will cease upon termination of employment.

### **ARTICLE 32 - RETIREE BENEFITS**

32.01 The Corporation shall pay 100% of the premium cost of a paid up life insurance policy of \$2,000 for all permanent full-time employees who retire at age 65, or who take early retirement with an unreduced pension as determined by the existing O.M.E.R.S plan.

38.2The Corporation shall pay 75% and the employee shall pay 25% of the premium cost of the extended health plan including prescription drugs and semi-private hospitalization. It

is agreed and understood that the Corporation shall terminate the payment of premiums for the dental and vision plan with effect on the employee's retirement date .

Article 32.02 applies to permanent full-time employees who are:

- (a) receiving an unreduced O.M.E.R.S. Basic Pension, or
- (b) receiving an unreduced O.M.E.R.S. Disability Pension,

until the employee attains age 65.

### **ARTICLE 33 - COMMUNICATIONS**

33.01 Except where provided elsewhere in this Agreement, any correspondence between the Parties on matters arising out of this Agreement will be directed to the President and the Secretary of the Union and to the Division Head, Human Resources of the Corporation.

33.02 When a promotion, transfer, hiring, lay-off, recall or termination in the bargaining unit is being considered by the Chief Administrative Officer, the Corporation shall advise the Union, in advance, and the Union shall have an opportunity to make representations thereto.

### **ARTICLE 34 - JOB EVALUATION AND RE-EVALUATION**

34.01 (a) The Job Evaluation Manual (adopted by both parties in April of 1988) is the system that is to be used by the parties to evaluate the relative worth of jobs falling within the scope of this Agreement.

(b) The parties may, by mutual consent, modify any aspect of the Job Evaluation Manual in order to bring about improvements in the implementation and maintenance of the system.

(c) All new Job Descriptions shall be evaluated by the Joint Job Evaluation Committee in accordance with the Job Evaluation Manual.

(d) All revised Job Descriptions shall be reviewed and, if appropriate, re-evaluated by the Joint Job Evaluation Committee in accordance with the Job Evaluation Manual. Minor

changes to Job Descriptions, such as identification details, name of department or division and reporting structure will not require re-evaluation.

- (e) Job Description evaluation requests shall be considered in the order in which they are received by the Chair of the Joint Job Evaluation Committee.

#### 34.02 Joint Job Evaluation Committee

There will be a Joint Job Evaluation Committee composed of six persons including three representatives and one alternate appointed by the Corporation and three representatives and one alternate appointed by the Union. The Joint Job Evaluation Committee will consider all requests for evaluation of Job Descriptions for new positions created within the bargaining unit and for re-evaluation of revised Job Descriptions for existing positions.

#### 34.03 Job Evaluation and Re-Evaluation Procedures (Corporation Initiated)

- (a) The Corporation shall prepare the proposed Job Description.
- (b) Where there is an incumbent in the job, he or she shall be given a copy of the proposed Job Description and shall be given an opportunity to review and comment on the same.
- (c) The proposed Job Description shall be forwarded to the Chair of the Joint Job Evaluation Committee.
- (d) Where the position is vacant, the Corporation may assign a temporary relative job worth value and salary level for the job and notify the Joint Job Evaluation Committee.
- (e) Within 60 calendar days after receipt of the proposed Job Description, the Joint Job Evaluation Committee shall meet to review and evaluate or re-evaluate the Job Description and:
  - (i) Where there is an incumbent and agreement is reached on the evaluation or re-evaluation of the Job Description, the results shall be implemented on the Monday following the date the Job Description was evaluated or re-evaluated.
  - (ii) Where the position is vacant and agreement is reached on the evaluation or re-evaluation of the Job Description, the results shall be implemented as of the date the position is occupied.

### 38.2 Job Re-Evaluation Procedures (Employee Initiated)

- (a) Article 34.04 in its entirety applies only to permanent employees.
- (b) Any employee, having occupied a position for a minimum of six months since the date of last evaluation or re-evaluation, who feels that there has been a material change in the duties or responsibilities of the position, shall complete a Job Re-Evaluation Request Form (which may be obtained from the Co-Chairs of the Joint Job Evaluation Committee) and shall forward it along with a copy of the proposed Job Description to his or her immediate non-union supervisor.
- (c) If the immediate non-union supervisor agrees that there has been a material change in the duties or responsibilities of the position, he or she shall endeavour to finalize the Job Description and forward it to the Chair of the Job Evaluation Committee within 60 calendar days after receipt from the employee.
- (d) Within 30 calendar days after receipt of the revised Job Description the Joint Job Evaluation Committee shall meet to review and re-evaluate the revised Job Description.
- (e) Pay increases resulting from the re-evaluation shall be made effective as of the date that the Joint Job Evaluation Committee completed the re-evaluation, or 30 days following receipt of the revised Job Description by the Chair of the Joint Job Evaluation Committee, whichever is earlier.

### 34.05 Joint Job Evaluation Committee Decisions

Decisions made by the Evaluation Committee shall be binding upon the Corporation, the Union, and the employees, and shall not be subject to grievance or arbitration, despite any other provision of this Agreement.

34.06 The Corporation agrees to compile job descriptions for all positions covered by this Agreement and to present these job descriptions to incumbents and the Union as they are completed and evaluated.

### 34.07 Arbitration Process

- (a) If agreement cannot be reached by the Joint Job Evaluation Committee, the matter shall be referred to a single Arbitrator, who shall be jointly selected by the Corporation and the Union. Failing settlement on the selection of an Arbitrator within fifteen (15) days, the Minister of Labour, upon the request of either party, may appoint the Arbitrator. No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the matter leading to Arbitration.

- (b) The Arbitrator shall have no power to alter, modify, detract from, suspend, add to, amend or change rates of pay or any provision of the Job Evaluation Manual. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator's fees and expenses shall be shared equally by the parties.

34.08 The hourly rate of pay of employees in a position that is re-classified downward will be frozen or red-circled at its existing rate. Red-circling will remain in effect until, as a result of negotiated increases or other adjustments, the evaluated rate for their position equals or exceeds the red-circled rate being paid to the employee.

### **ARTICLE 35 - TECHNOLOGICAL CHANGE**

35.01 This Article applies only to permanent employees.

35.02 If the Corporation proposes to change the method of providing municipal services to the community by technological change, and as a result to displace an employee from a position, the Corporation shall notify the Union of its proposal as soon as practicable and afford the Union an opportunity to meet with the Chief Administrative Officer, and such other management personnel as considered appropriate, prior to the implementation of the proposal.

35.03 When proposing to displace an employee from a position in the process of implementing a technological change, the Corporation shall consider and discuss the following possibilities with the Union through the Labour Management Committee:

- (a) the re-training of the employee to work within the technologically changed method;
- (b) the relocation of the employee to another position, the requirements of which the employee has the qualifications and ability to perform;
- (c) the relocation of the employee to another position, the requirements of which the employee does not have the qualifications or ability to perform and the re-training of the employee in that position.

35.04 In the event that an employee being displaced as a result of technological change,

- (a) is not to be re-trained, relocated or relocated and re-trained; and
- (b) is to be laid off,

such lay-off shall be governed by the provisions of Article 12 as the case may be, and Article 18.



### **ARTICLE 36 - WAGES**

- 36.01 The wage rate for employees covered by this Agreement shall be set out in Appendix A which is attached to and forms part of this Agreement.
- 36.02 Each new employee shall be assigned a Pay Grade and Step at the time of hire. Pending successful completion of the probationary period, movement from Step to Step shall be on a six (6) month schedule.
- 36.03 A promoted employee, within the meaning of Article 2.02, shall be placed at the Step of the new Pay Grade that will provide the smallest increase. Under no circumstances will the employee receive wages higher than the top Step of the new Pay Grade. The increment date will become that of the date the promotion came into effect and movement from Step to Step shall be on a six (6) month schedule.
- 36.04 A transferred employee, within the meaning of Article 2.02 who is transferring to a job in the same Pay Grade shall be placed in the same Step in the new position. A transferred employee who is transferring to a job in a lower Pay Grade shall be placed in the Step in the new position that provides the smallest decrease. The increment date will become that of the date the transfer came into effect and thereafter, movement from Step to Step shall be on a six (6) month schedule.
- 36.05 When a job is reclassified within the meaning of Article 34 to a higher pay grade, the employee's hourly rate of pay shall be placed at the same step in the new pay grade.

### **ARTICLE 37 - COPIES OF AGREEMENT**

- 37.01 The Corporation agrees to continue its present practice of printing the Collective Agreement in booklet form with one copy to be given to each member of the collective bargaining unit and 50 copies given to the Secretary of the Union.

### **ARTICLE 38 - TERM OF AGREEMENT**

- 38.01 This Agreement will be for a term of 36 months, commencing April 1, 2004 and ending March 31, 2007, and shall automatically continue in effect thereafter for annual periods of one (1) year, unless either Party notifies the other in writing not more than 90 days prior to the expiration date of its desire to amend same.

38.02 In WITNESS THEREOF the Parties hereto have executed this Agreement by their proper officers.

Signed at Pickering this \_\_\_\_\_ day of December 2004

FOR THE CORPORATION OF THE CITY OF PICKERING

\_\_\_\_\_  
David Ryan, Mayor

\_\_\_\_\_  
Bruce Taylor, City Clerk

\_\_\_\_\_  
Thomas J. Quinn, Chief Administrative Officer

\_\_\_\_\_  
Baba Gajadharsingh, Division Head, Human Resources

FOR CANADIAN UNION OF PUBLIC EMPLOYEES

\_\_\_\_\_  
Keith Sandford, President

\_\_\_\_\_  
Don Wylie, 1<sup>st</sup> Vice-President

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Olga Labaj, Secretary

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Linda Newman, National Representative

Appendix A

**C.U.P.E. LOCAL 129 PAY RATES**

April 1, 2004 - March 31, 2005

PAY GRADE	POINT RANGE	STEP 1 90%	STEP 2 95%	STEP 3 - 100% HOURLY
19	320-339	27.90	29.45	31.00
18	300-319	26.83	28.32	29.81
17	280-299	25.77	27.20	28.63
16	260-279	24.71	26.08	27.45
15	240-259	23.90	25.23	26.56
14	220-239	23.09	24.38	25.66
13	205-219	22.29	23.53	24.77
12	190-204	21.46	22.65	23.84
11	175-189	20.68	21.83	22.98
10	160-174	19.87	20.98	22.08
9	145-159	19.08	20.14	21.20
8	130-144	18.25	19.27	20.28
7	115-129	17.47	18.44	19.41
6	100-114	16.77	17.70	18.63
5	85-99	16.11	17.01	17.90
4	80-84	12.08	12.75	13.42
3	75-79	10.75	11.34	11.94
2	70-74	8.73	9.22	9.70
1	65-69	7.53	7.95	8.37

**C.U.P.E. LOCAL 129 PAY RATES**

April 1, 2005 - March 31, 2006

PAY GRADE	POINT RANGE	STEP 1 90%	STEP 2 95%	STEP 3 - 100% HOURLY
19	320-339	28.88	30.49	32.09
18	300-319	27.77	29.31	30.85
17	280-299	26.68	28.16	29.64
16	260-279	25.57	26.99	28.41
15	240-259	24.74	26.12	27.49
14	220-239	23.90	25.23	26.56
13	205-219	23.08	24.36	25.64
12	190-204	22.21	23.45	24.68
11	175-189	21.40	22.59	23.78
10	160-174	20.57	21.72	22.86
9	145-159	19.75	20.84	21.94
8	130-144	18.89	19.94	20.99
7	115-129	18.07	19.08	20.08
6	100-114	17.35	18.32	19.28
5	85-99	16.68	17.60	18.53
4	80-84	12.50	13.20	13.89
3	75-79	11.12	11.74	12.36
2	70-74	9.04	9.54	10.04

1	65-69	7.80	8.24	8.67
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Appendix A: continued

**C.U.P.E. LOCAL 129 PAY RATES**

April 1, 2006 - March 31, 2007

PAY GRADE	POINT RANGE	STEP 1 90%	STEP 2 95%	STEP 3 - 100% HOURLY
19	320-339	29.89	31.55	33.21
18	300-319	28.74	30.33	31.93
17	280-299	27.60	29.14	30.67
16	260-279	26.46	27.93	29.40
15	240-259	25.61	27.04	28.46
14	220-239	24.73	26.11	27.48
13	205-219	23.89	25.21	26.54
12	190-204	22.99	24.26	25.54
11	175-189	22.16	23.39	24.62
10	160-174	21.29	22.48	23.66
9	145-159	20.44	21.57	22.71
8	130-144	19.56	20.64	21.73
7	115-129	18.71	19.75	20.79
6	100-114	17.96	18.96	19.96
5	85-99	17.26	18.22	19.18
4	80-84	12.94	13.66	14.38
3	75-79	11.51	12.15	12.79
2	70-74	9.35	9.87	10.39
1	65-69	8.07	8.52	8.97

MEMORANDUM OF SETTLEMENT

BETWEEN:

Canadian Union of Public Employees Local 129  
(The Union)

-and-

The Corporation of the City of Pickering  
(The City)

The undersigned representatives of the Parties hereto agree to unanimously recommend to their respective principals ratification of the following terms of settlement:

1. The Collective Agreement shall be in the form of the prior Collective Agreement except where hereinafter specifically amended.
2. The Collective Agreement shall be amended by the changes attached.
3. Retroactive pay shall be to April 1, 2004 and shall be paid to all bargaining unit members of the City who, as of the date of ratification, are on the payroll and actively providing services to the City, including employees on Paid Sick Leave, LTD and WSIB where applicable.
4. Retroactive pay, where applicable, shall only apply to wages, and shall be made as soon as is practicable following the signing of this Agreement. Such retroactive payment will only be paid for the following:
  - (a) Actual salaries paid (including overtime, annual vacation and paid holidays).
  - (b) Any other approved leave with pay (excluding any monies paid by insurance carriers).
5. The term of the Collective Agreement shall be for thirty-six (36) months, commencing April 1, 2004 and ending March 31, 2007.
6. The Parties have agreed to the following wage increase:

(a) Effective April 1, 2004	3 %
(b) Effective April 1, 2005	3.50 %
(c) Effective April 1, 2006	3.50 %
7. All other matters are hereby withdrawn.

Dated at Pickering this 25 day of October, 2004

For the Union:

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For the City:

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Article 13.02 Shift Operations

- a) Article 13.02 applies only to permanent employees.
- b) All employees shall receive a shift premium, as specified below, for all full hours worked between 5:00 p.m. and 7:00 a.m.

Effective date of ratification: \$.70 per hour  
April 1, 2005: \$.75 per hour  
April 1, 2006: \$.80 per hour

Article 13.04: Providing an employee advises the immediate non-union supervisor prior to the submission of the times sheets to Payroll, he or she may bank time off in lieu of overtime pay at the applicable overtime rate for each hour worked. At no time will an employee's bank exceed five (5) working days which may be taken consecutively at a time mutually agreed upon by the employee and his or her supervisor and shall not be unreasonably withheld. Time off in lieu earned prior to November 30 must be taken in the calendar year in which it is earned.

Article 13.06 Stand-by Duty

- a): Any employee required to be on stand-by during off-duty hours shall be paid \$15.00 (effective the date of ratification) and \$20.00 (effective April 1, 2005) for each day of stand-by, in addition to any monies he or she may be entitled to on call-ins.

Article 13.07 Meal Allowances

When an employee is required to continue to work on overtime after completion of his or her scheduled hours of work, which continues in excess of two (2) hours, the employee shall be paid for a meal allowance in the amount of \$8.00 (effective the date of ratification) and \$10.00 (effective April 1, 2006) . If the overtime continues, such employee shall be paid for further meal allowances at intervals of four (4) consecutive hours following the first meal allowance, provided that the overtime is to continue.

Article 17.05

Except for the one-day floating holiday, Temporary and Relief employees shall be entitled to paid holidays under Article 26 in accordance with the terms and provisions of the Employment Standards Act as amended from time to time.



#### Article 18.03 Advance Notice of Lay-off

In the case of lay-off, the Corporation shall notify all permanent employees who are about to be laid off fifteen (15) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work his or her regularly scheduled shifts during the fifteen (15) working days after notice of lay-off, he or she shall be paid in lieu of work for that part of fifteen (15) working days during which regularly scheduled work was not made available.

#### Article 20.04

Upon receipt of two calendar weeks written notice, the Corporation will grant a leave of absence without loss of regular pay, benefits and seniority to employees selected or appointed by the union to attend union functions or training. The total cumulative leave of absence granted to all employees in the bargaining unit for this purpose shall not exceed thirty (30) days in any one (1) calendar year. Not more than two (2) employees may be absent from the same section at the same time. The Corporation shall bill the union for the employee's regular pay for the leave of absence.

Article 22.05: Where conditions of work require, the Corporation shall provide full-time permanent employees with a voucher to purchase the following clothing by May 31<sup>st</sup> of each year. Employees may substitute other articles of clothing approved by the Corporation in lieu of those listed below:

- a) two pair coveralls or one orange safety coverall or one orange safety overall;
- b) two pair trousers;
- c) two shirts;
- d) one orange safety coat to be alternated with a spring jacket for employees working at the Pickering Recreation Complex, Don Beer Arena and Municipal Operations Centre. Replacement of these items will be at the sole discretion of the immediate non-union supervisor upon inspection of the worn or damaged clothing to be replaced.

Article 22.08: The Corporation shall provide a \$425.00 per year tool allowance for Lead Mechanics, Mechanics and Maintenance Mechanic, Facilities who are licensed mechanics. The Corporation shall provide a yearly tool allowance to the Repairperson, Small Equipment in the amount of 60% of the said rate.

Article 22.10: Delete in its entirety.

Article 30.01

a) The Corporation shall, pay, on behalf of all permanent full-time employees 100% of the premium cost of the following:

1) extended health plan, including prescription drugs (utilizing a drug card with a \$8.00 dispensing fee cap) and semi-private hospitalization.

2) vision care plan providing an accumulated two-year benefit of \$275.

4) dental plan equivalent to the Manulife Plan No. 9 utilizing current O.D.A. rates, and including orthodontic coverage for dependent children to a \$2,500 lifetime maximum with 50%/50% co-insurance and major restorative coverage at 50% reimbursement with an annual maximum of \$2,000. Nine-month recall for dental check-ups for adults.

30.02 The Corporation shall pay to Permanent Part-time employees an amount equal to 8% of regular earnings (excluding overtime and any other premium pay and vacation pay) instead of having the premium cost for the benefits listed in Article 30.01 paid for them.

Appendix C TERM EMPLOYEES – HOURS OF WORK AND WORKING CONDITIONS

T7: Term employees shall be entitled to paid holidays under Article 26 excluding one-day floating holiday in accordance with the terms and provisions of the Employment Standards Act, as amended from time to time.

Delete: Letter of Understanding respecting the development of a procedure for the distribution of overtime in the Municipal Property & Engineering Division.

Add new Letter of Understanding:

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF PICKERING

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 129

The parties agree to meet within three (3) months prior to expiry of the existing cleaning services contract to discuss options with respect to contracting out cleaning services at the Pickering Recreation Complex.

FOR THE CORPORATION OF  
THE CITY OF PICKERING

\_\_\_\_\_  
\_\_\_\_\_

FOR THE CANADIAN UNION  
PUBLIC EMPLOYEES

\_\_\_\_\_  
\_\_\_\_\_

Three (3) Memoranda of Agreement respecting ten (10) hour shifts as tabled on August 17, 2004 and with the attached revised schedules tabled on October 12, 2004.

### Reclassification of Incumbent Term Employees to Newly Created Permanent Part-time Positions

The following positions are those that will be reclassified from Term to Permanent Part time as per the City's Reclassification Proposal – CUPE Negotiations 2004" document tabled by the City on October 12, 2004:

- Facility Security Guard (5 positions)
- Shift Leader/Childcare Worker (1 position)
- Childcare Worker (1 position)
- Instructor, Fitness Programs (5 positions)
- Aquatic Program Assistant I (3 positions)

For the purpose of reclassifying incumbent Term employees into the newly created Permanent Part-time positions, the following conditions of reclassification will apply:

1. The posting requirements of the current collective agreement shall be waived for the purpose of reclassifying incumbent Term employees into newly created Permanent Part-time positions.
2. Incumbent Term employees who are to be reclassified to newly created Permanent Part-time positions and who have worked a minimum of sixty (60) working days from the date of hire will be deemed to have successfully completed the probationary period. Those incumbent Term employees who have not worked a minimum of sixty (60) working days will be subject to the normal probationary period as outlined in Article 15.07, it being understood that all regular hours worked to date will count towards the total.
3. Reclassification is subject to incumbent Term employees providing the Corporation with satisfactory Criminal Reference Checks where conditions of work require. \*
4. Reclassification is subject to incumbent Term employees successfully completing job-related medical examinations. \*

5. For those incumbent Term employees who are reclassified into newly created Permanent Part-time positions, accumulation of seniority will begin on the date of reclassification in accordance with Article 12.
6. Incumbent Term employees who have already worked one year from their dates of hire shall be placed in Step 3 of the applicable Pay Grade with effect on their date of reclassification. Incumbent Term employees who have not worked one year from their dates of hire shall be placed in Step 2 of the applicable Pay Grade with effect on their date of reclassification and will progress to Step 3 upon completion of one year of service from date of hire.
7. Newly created Permanent Part-time positions shall be offered first to those qualified incumbent Term employees who have accumulated seniority as per Article T1 a) and b) in order of seniority. Any newly created Permanent Part-time positions remaining vacant will then be offered to qualified incumbent Term employees based on the highest number of regular hours worked. Any remaining vacancies shall be posted in accordance with the collective agreement.
8. Reclassification is subject to incumbent Term employees being available to work the assigned work schedules as determined by the City, it being understood that work schedules may be amended from time to time, depending on the operational needs of the City.
9. Incumbent Term employees who are reclassified to newly created Permanent Part-time positions must resign from all other Term positions no later than the effective date of their reclassification.

\* Note: The requirements of #2 and #3 must be completed prior to the reclassification becoming effective.

- END-

MEMORANDUM OF SETTLEMENT

BETWEEN:

Canadian Union of Public Employees Local 129  
(The Union)

-and-

The Corporation of the City of Pickering  
(The City)

The undersigned representatives of the Parties hereto agree to unanimously recommend to their respective principals ratification of the following terms of settlement:

1. The Collective Agreement shall be in the form of the prior Collective Agreement except where hereinafter specifically amended.
2. The Collective Agreement shall be amended by the changes attached.
3. Retroactive pay shall be to April 1, 2004 and shall be paid to all bargaining unit members of the City who, as of the date of ratification, are on the payroll and actively providing services to the City, including employees on Paid Sick Leave, LTD and WSIB where applicable.
4. Retroactive pay, where applicable, shall only apply to wages, and shall be made as soon as is practicable following the signing of this Agreement. Such retroactive payment will only be paid for the following:
  - (a) Actual salaries paid (including overtime, annual vacation and paid holidays).
  - (b) Any other approved leave with pay (excluding any monies paid by insurance carriers).
5. The term of the Collective Agreement shall be for thirty-six (36) months, commencing April 1, 2004 and ending March 31, 2007.
6. The Parties have agreed to the following wage increase:

(a) Effective April 1, 2004	3 %
(b) Effective April 1, 2005	3.50 %
(c) Effective April 1, 2006	3.50 %
7. All other matters are hereby withdrawn.

Dated at Pickering this 25 day of October, 2004

For the Union:

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For the City:

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Article 13.02 Shift Operations

- a) Article 13.02 applies only to permanent employees.
- b) All employees shall receive a shift premium, as specified below, for all full hours worked between 5:00 p.m. and 7:00 a.m.

Effective date of ratification: \$.70 per hour  
April 1, 2005: \$.75 per hour  
April 1, 2006: \$.80 per hour

Article 13.04: Providing an employee advises the immediate non-union supervisor prior to the submission of the times sheets to Payroll, he or she may bank time off in lieu of overtime pay at the applicable overtime rate for each hour worked. At no time will an employee's bank exceed five (5) working days which may be taken consecutively at a time mutually agreed upon by the employee and his or her supervisor and shall not be unreasonably withheld. Time off in lieu earned prior to November 30 must be taken in the calendar year in which it is earned.

Article 13.06 Stand-by Duty

- a): Any employee required to be on stand-by during off-duty hours shall be paid \$15.00 (effective the date of ratification) and \$20.00 (effective April 1, 2005) for each day of stand-by, in addition to any monies he or she may be entitled to on call-ins.

Article 13.07 Meal Allowances

When an employee is required to continue to work on overtime after completion of his or her scheduled hours of work, which continues in excess of two (2) hours, the employee shall be paid for a meal allowance in the amount of \$8.00 (effective the date of ratification) and \$10.00 (effective April 1, 2006) . If the overtime continues, such employee shall be paid for further meal allowances at intervals of four (4) consecutive hours following the first meal allowance, provided that the overtime is to continue.

Article 17.05

Except for the one-day floating holiday, Temporary and Relief employees shall be entitled to paid holidays under Article 26 in accordance with the terms and provisions of the Employment Standards Act as amended from time to time.



#### Article 18.03 Advance Notice of Lay-off

In the case of lay-off, the Corporation shall notify all permanent employees who are about to be laid off fifteen (15) working days prior to the effective date of lay-off. If the employee has not had the opportunity to work his or her regularly scheduled shifts during the fifteen (15) working days after notice of lay-off, he or she shall be paid in lieu of work for that part of fifteen (15) working days during which regularly scheduled work was not made available.

#### Article 20.04

Upon receipt of two calendar weeks written notice, the Corporation will grant a leave of absence without loss of regular pay, benefits and seniority to employees selected or appointed by the union to attend union functions or training. The total cumulative leave of absence granted to all employees in the bargaining unit for this purpose shall not exceed thirty (30) days in any one (1) calendar year. Not more than two (2) employees may be absent from the same section at the same time. The Corporation shall bill the union for the employee's regular pay for the leave of absence.

Article 22.05: Where conditions of work require, the Corporation shall provide full-time permanent employees with a voucher to purchase the following clothing by May 31<sup>st</sup> of each year. Employees may substitute other articles of clothing approved by the Corporation in lieu of those listed below:

- a) two pair coveralls or one orange safety coverall or one orange safety overall;
- b) two pair trousers;
- c) two shirts;
- d) one orange safety coat to be alternated with a spring jacket for employees working at the Pickering Recreation Complex, Don Beer Arena and Municipal Operations Centre. Replacement of these items will be at the sole discretion of the immediate non-union supervisor upon inspection of the worn or damaged clothing to be replaced.

Article 22.08: The Corporation shall provide a \$425.00 per year tool allowance for Lead Mechanics, Mechanics and Maintenance Mechanic, Facilities who are licensed mechanics. The Corporation shall provide a yearly tool allowance to the Repairperson, Small Equipment in the amount of 60% of the said rate.

Article 22.10: Delete in its entirety.

Article 30.01

a) The Corporation shall, pay, on behalf of all permanent full-time employees 100% of the premium cost of the following:

- 1) extended health plan, including prescription drugs (utilizing a drug card with a \$8.00 dispensing fee cap) and semi-private hospitalization.
- 2) vision care plan providing an accumulated two-year benefit of \$275.
- 4) dental plan equivalent to the Manulife Plan No. 9 utilizing current O.D.A. rates, and including orthodontic coverage for dependent children to a \$2,500 lifetime maximum with 50%/50% co-insurance and major restorative coverage at 50% reimbursement with an annual maximum of \$2,000. Nine-month recall for dental check-ups for adults.

30.02 The Corporation shall pay to Permanent Part-time employees an amount equal to 8% of regular earnings (excluding overtime and any other premium pay and vacation pay) instead of having the premium cost for the benefits listed in Article 30.01 paid for them.

Appendix C TERM EMPLOYEES – HOURS OF WORK AND WORKING CONDITIONS

T7: Term employees shall be entitled to paid holidays under Article 26 excluding one-day floating holiday in accordance with the terms and provisions of the Employment Standards Act, as amended from time to time.

Delete: Letter of Understanding respecting the development of a procedure for the distribution of overtime in the Municipal Property & Engineering Division.

Add new Letter of Understanding:

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF PICKERING

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 129

The parties agree to meet within three (3) months prior to expiry of the existing cleaning services contract to discuss options with respect to contracting out cleaning services at the Pickering Recreation Complex.

FOR THE CORPORATION OF  
THE CITY OF PICKERING

\_\_\_\_\_  
\_\_\_\_\_

FOR THE CANADIAN UNION  
PUBLIC EMPLOYEES

\_\_\_\_\_  
\_\_\_\_\_

Three (3) Memoranda of Agreement respecting ten (10) hour shifts as tabled on August 17, 2004 and with the attached revised schedules tabled on October 12, 2004.

### Reclassification of Incumbent Term Employees to Newly Created Permanent Part-time Positions

The following positions are those that will be reclassified from Term to Permanent Part time as per the City's Reclassification Proposal – CUPE Negotiations 2004" document tabled by the City on October 12, 2004:

- Facility Security Guard (5 positions)
- Shift Leader/Childcare Worker (1 position)
- Childcare Worker (1 position)
- Instructor, Fitness Programs (5 positions)
- Aquatic Program Assistant I (3 positions)

For the purpose of reclassifying incumbent Term employees into the newly created Permanent Part-time positions, the following conditions of reclassification will apply:

1. The posting requirements of the current collective agreement shall be waived for the purpose of reclassifying incumbent Term employees into newly created Permanent Part-time positions.
2. Incumbent Term employees who are to be reclassified to newly created Permanent Part-time positions and who have worked a minimum of sixty (60) working days from the date of hire will be deemed to have successfully completed the probationary period. Those incumbent Term employees who have not worked a minimum of sixty (60) working days will be subject to the normal probationary period as outlined in Article 15.07, it being understood that all regular hours worked to date will count towards the total.
3. Reclassification is subject to incumbent Term employees providing the Corporation with satisfactory Criminal Reference Checks where conditions of work require. \*
4. Reclassification is subject to incumbent Term employees successfully completing job-related medical examinations. \*

5. For those incumbent Term employees who are reclassified into newly created Permanent Part-time positions, accumulation of seniority will begin on the date of reclassification in accordance with Article 12.
6. Incumbent Term employees who have already worked one year from their dates of hire shall be placed in Step 3 of the applicable Pay Grade with effect on their date of reclassification. Incumbent Term employees who have not worked one year from their dates of hire shall be placed in Step 2 of the applicable Pay Grade with effect on their date of reclassification and will progress to Step 3 upon completion of one year of service from date of hire.
7. Newly created Permanent Part-time positions shall be offered first to those qualified incumbent Term employees who have accumulated seniority as per Article T1 a) and b) in order of seniority. Any newly created Permanent Part-time positions remaining vacant will then be offered to qualified incumbent Term employees based on the highest number of regular hours worked. Any remaining vacancies shall be posted in accordance with the collective agreement.
8. Reclassification is subject to incumbent Term employees being available to work the assigned work schedules as determined by the City, it being understood that work schedules may be amended from time to time, depending on the operational needs of the City.
9. Incumbent Term employees who are reclassified to newly created Permanent Part-time positions must resign from all other Term positions no later than the effective date of their reclassification.

\* Note: The requirements of #2 and #3 must be completed prior to the reclassification becoming effective.

- END-

**Appendix A1**

**PAY LEVEL CLASSIFICATION SCHEDULE  
as of November 9, 2004**

Pay Grade	Points Range	Position Title
19	320 – 339	Senior Examiner/Inspector Senior Planner Oracle Developer DBA Senior Planner – Site Planning Coordinator, Development Approvals Coordinator, Accounting Services Coordinator, Landscape & Parks Development
18	300 – 319	Construction Coordinator/Inspector Coordinator, Development Compliance Network Administrator
17	280 – 299	Coordinator, Engineering Design Systems Planner II Inspector II, Building Services
16	260 - 279	Programmer/Analyst PC Analyst II Audit Analyst Purchasing Analyst Planner I Municipal Law Enforcement Officer II Coordinator, Taxation Services Coordinator, Traffic Engineering Foreperson, Municipal Garage Foreperson, Parks & Property Foreperson, Facilities Maintenance Foreperson, Roads

## Appendix A1 – Continued

Pay Grade	Points Range	Position Title
15	240 – 259	Technician, Construction & Design Kinesiologist Oracle Developer Tax Analyst Inspector, Development Control Inspector I, Building Services Foreperson, Ice Arena Coordinator, Aquatic Programs Coordinator, Marketing and Revenue Coordinator, Recreation Programs Coordinator, Community Recreation Programs Coordinator, Roads & Infrastructure Maintenance Contracts
14	220 – 239	Coordinator, Facility Operations Coordinator, Environmental Awareness Programs Mechanic, Municipal Garage Maintenance Mechanic, Facilities Municipal Law Enforcement Officer I
13	205 – 219	Accounting Clerk II Payroll Administrator Buyer Lead Hand, Road Maintenance Repairperson, Small Equipment Heavy Equipment Operator III Gardener/Arborist, Lead Hand Lead Hand, Parks & Property Maintenance Horticulturist PC Analyst I Technician, Mapping & Design Technician, Development Approvals
12	190 – 218	Inspector, Parks Heavy Equipment Operator II Technician, Traffic Engineering Financial Analyst Tax Clerk II

## Appendix A1 – Continued

Pay Grade	Points Range	Position Title
11	175 – 189	Accounts Payable Clerk II General Accounting Clerk Secretary, Recreation Complex Website Coordinator Geographic Information Clerk Education & Collections Officer Heavy Equipment Operator I Lead Hand, Facility Maintenance Coordinator, Program Registration Inspector, Municipal Infrastructure
10	160 – 174	Maintenance Worker Maintenance Worker, Ice Arena Aquatic Programmer Event / Camp Programmer Swimming Pool Maintenance Person Clerk, Administration Clerk, Building Permits Clerk, Municipal Operations Clerk, Planning & Development Clerk, Property & Development Control Secretary-Treasurer, Committee of Adjustment Marketing, Promotion/Graphic Designer
9	145 – 159	Parking Control Officer Tax Clerk I Print/Mailroom Clerk II Accounting Clerk I Clerk, Information & Support Services Recreation Programmer, Petticoat Creek Community Centre Assistant Coordinator, Program Registration Assistant Coordinator, Facility Operations Instructor, Fitness Programs



## Appendix A1 – Continued

Pay Grade	Points Range	Position Title
8	130 – 144	Clerk, Recreation Complex Memberships Accounts Payable Clerk I Facility Maintenance Person Operations Centre Service Person Coordinator, Fitness Rooms Volunteer & Program Coordinator Coordinator, Fitness Services
7	115 – 129	Coordinator, Facility Operations (Part time) Aquatic Program Assistant Clerk-Typist (C&R) Receptionist Clerk/Typist (Planning) Clerk-Typist Recreation Complex Print/Mailroom Clerk I Receptionist/Clerk-Typist (MP&E)
6	100 – 114	Switchboard Operator/Information Receptionist Clerk, Service Garage
5	85 – 99	Clerk, Recreation Complex Facility Security Guard Facility Custodian
4	80-84	
3	75-79	
2	70-74	Shift Leader, Child Care Worker
1	65-69	Child Care Worker

**HOURS OF WORK**  
(Full- Time Permanent Employees)

<b>Department/Division/Section</b>	<b>Shifts</b>	<b>Work Week</b>	<b>Notes</b>
Corporate Services Department	8:30 am - 4:30 pm	Mon. - Fri., incl.	1
Planning & Development Department	8:30 am - 4:30 pm	Mon. - Fri., incl.	1
	8:00 am - 5:00 pm	Mon. - Fri., incl.	1
Municipal Property & Engineering Division	8:30 am - 4:30 pm	Mon. - Fri., incl.	1
	9:00 am - 5:00 pm	Mon. - Fri., incl.	1
	8:00 am - 5:00 pm	Mon. - Fri., incl.	1
Municipal Operations			
Fleet Operations Mechanics	7:00 am - 3:30 pm	Mon. - Fri., incl.	2
	7:30 am - 4:00 pm	Mon. - Fri., incl.	2
	8:00 am - 4:30 pm	Mon. - Fri., incl.	2
Inspector, Municipal Infrastructure	Various*****	Mon. - Fri., incl.	1
Coordinator, Environmental Awareness Programs	Various*****	Mon. - Fri., incl.	1
Coordinator, Infrastructure Contracts	8:00 am - 5:00 pm	Mon. - Fri., incl.	1
Clerk, Information Support Services Clerk, Municipal Operations	8:00 am - 4:00 pm	Mon. - Fri., incl.	1
	8:30 am - 4:30 pm	Mon. - Fri., incl.	1
Others	7:00 am - 3:00 pm*****	Mon. - Fri., incl.	5
	7:30 am - 3:30 pm	Mon. - Fri., incl.	5
Culture & Recreation Division			
Don Beer Arena	8:00 am - 4:00 pm	Mon. - Fri., incl.	3
	4:00 pm - midnight	*	3
	midnight - 8:00 am	*	3
Dunbarton Indoor Pool	6:00 am - 2:00 pm	*	3
Recreation Complex	8:00 am - 4:00 pm	*	3
	4:00 pm - midnight	*	3
	midnight - 8:00 am	*	3
	5:45 am - 1:45 pm	*	1
	3:30 pm - 11:30 pm	*	1

Coordinator, Recreation Programs	various **	*	4
Coordinator, Marketing & Revenue	various ***	*	4
Coordinator, Aquatic Programs	various **	*	4
Kinesiologist	various **	*	4
Coordinator, Facility Operations	various **	*	4
Coordinator, Comm. Rec. Programs	various **	*	4
Aquatic Programmer	various ***	*	4
Event/Camp Programmer	various ***	*	4
Recreation Programmer	various ***	*	4
Asst. Coordinator, Program Reg.	various ***	*	1
Coordinator, Fitness Services	various **	*	4
Others	8:30 am - 4:30 pm	Mon. - Fri., incl.	4
	9:00 am - 5:00 pm	Mon. - Fri., incl.	4
	various *	*	4
* As scheduled by the Division Head, Culture & Recreation			
** As scheduled by the Division Head, Culture & Recreation; maximum 40 hours weekly.			
*** As scheduled by the Division Head, Culture & Recreation; maximum 35 hours weekly.			
**** As scheduled by the Superintendent, Municipal Operations.			
***** Applies to grass cutting crews from April – November in each year.			
Note 1	Include(s) one hour unpaid meal break.		
Note 2	Include(s) one-half hour unpaid meal break.		
Note 3	Include(s) one hour paid meal break during which employees are to be available for work.		
Note 4	Include(s) various meal breaks as per Article 13.01 (c)		
Note 5	Include(s) one-half hour paid meal break to be taken on the job site.		

**TERM EMPLOYEES  
HOURS OF WORK AND WORKING CONDITIONS**

The following represents the terms and conditions of employment of Term employees:

- T1 (a) From May 31, 1999, seniority for Term employees shall be capped and there shall be no further accrual of seniority. On this basis the Corporation will maintain a seniority list. If a Term employee is terminated and not re-hired within a period of twelve (12) calendar months, he or she shall be removed from the seniority list.
- (b) Seniority may only be used to apply for job vacancies when two (2) or more Term employees (and no other employee) are applying for a permanent vacancy. The Term employee with the most seniority according to the Term employee seniority list shall be awarded the position provided that such employee has the qualifications to perform the requirements of the job.
- T2 A schedule of hours to be worked by the employee shall be determined by the Corporation and will be posted in advance, where possible, on bulletin boards.
- T3 Term employees shall be paid in accordance with Appendix C1 of the Collective Agreement.
- T4 Work performed in excess of eight (8) hours per day or forty (40) hours per week, or on paid holidays, shall be paid at the rate of one and one-half times (1.5x) the employee's regular rate of pay.
- T5 All Term employees who were actively employed providing services to the Corporation as of April 25, 2000 and who were classified at Step 3 of their respective Pay Grades, shall be maintained in the same Step of their assigned Pay Grade until such time as the Term employee resigns, is terminated from employment, is transferred to another position, is successful in obtaining another position, or ceases to be a Term employee.
- T6 If an employee arrives to begin a scheduled shift and there is no work available and the employee has not been advised in advance that he or she would not be required, the Corporation shall pay the employee two hours pay at regular rates.

- T7 Term employees shall be entitled to paid holidays under Article 26 excluding one-day floating holiday in accordance with the terms and provisions of the Employment Standards Act, as amended from time to time.
- T8 Vacation or vacation pay for Term employees shall be granted or paid in accordance with the terms and provisions of the Employment Standards Act as amended from time to time.
- T9 Term employees shall be entitled to Pregnancy and Parental Leave under Article 21 in accordance with the terms and provisions of the Employment Standards Act as amended from time to time.
- T10 When an employee is assigned a higher rated job by the Corporation on an interim basis, he or she shall be paid the rate of pay for the higher rated job while performing that job.
- T11 Term employees who were actively employed providing services to the Corporation as of April 25, 2000 and who had worked in excess of 312 hours (excluding overtime) shall be paid an additional 30 cents per hour for each hour worked after those 312 hours in lieu of benefit premiums listed in Article 30.01. This will remain in effect until such time as the Term employee resigns, is terminated from employment, or ceases to be a Term employee.
- T12 All Term employees who were actively employed providing services to the Corporation as of April 30, 2000 and who were terminated from employment and subsequently rehired within thirty (30) calendar days of the termination date shall be entitled to all rights and privileges referred to in T5 and T10 above.
- T13 For aquatic staff, the Corporation shall pay the full cost of one tank top, one swimsuit, and one sweatshirt, the replacement of which will be on an “as needed” basis, at the discretion of the Aquatic Coordinator.
- T14 The Corporation shall provide two (2) T-shirts per year to Youth and Camp Staff.

## Appendix C2

### TERM EMPLOYEES PAY LEVEL CLASSIFICATION SCHEDULE as of November 9, 2004

Pay Grade	Points Range	Position Title
9	145 – 159	Instructor, Fitness Programs Pre-School Instructor
8	130 – 144	Head Camp Coordinator Coordinator, Youth Leadership Programs Event Coordinator Kindergym Instructor Labourer (Seasonal)
7	115 – 129	Aquatics Program Assistant Maintenance Person, Museum Site
6	100 – 114	Head Lifeguard/Instructor (Aquatics) Coordinator, Special Needs & Volunteers Camp Director Education Instructor (Museum)
5	85 - 99	Instructor (Aquatics) Facility Security Guard Coordinator, Youth Programs Coordinator, Youth Arts Clerk, Program Registration
4	80 – 84	Community Arts Development Assistant Assistant Camp Director Lifeguard Student Labourer Facility Attendant
3	75 – 79	Camp Counsellor, Special Needs
2	70 – 74	Shift Leader, Child Care Worker Camp Counsellor Museum Guide / Receptionist Youth Leader Event Leader Pre-School Assistant Kindergym Assistant
1	65 – 69	Child Care Worker