

SOURCE	City		
EFF.	92	01	01
TERM.	93	12	31
No. OF EMPLOYEES	339		
NOMBRE D'EMPLOYÉS	80		

**AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE CITY OF THUNDER BAY**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87  
(OUTSIDE BARGAINING UNIT)**

718704

**FROM: JANUARY 1, 1992**

**TO: DECEMBER 31, 1993**

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THIS AGREEMENT MADE AND ENTERED INTO THIS 14<sup>th</sup> DAY OF June, 1993.

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY  
Hereinafter referred to as the "Corporation"  
OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 87  
Hereinafter referred to as the "Union"  
OF THE SECOND PART

**Article I - Purpose**

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its employees: to provide an amicable method for fairly and peacefully adjusting any disputes which may arise between the Corporation and its employees.

**Article II - Recognition**

2.01 The Corporation recognizes the Union as the sole and exclusive Bargaining Agent of all employees of the Engineering & Public Works, and Parks & Recreation Departments of the Corporation occupying positions set forth in Schedule "A" hereto annexed and forming part of this Agreement.

**Article II - Recognition** Cont'd

2.02 It is agreed that non-union management employees will not regularly perform duties carried out by members of the bargaining unit except in cases agreed upon by both parties.

2.03 **No Other Agreements**

It is agreed that all management and non-union personnel will be subject to the provisions of Section 67 (1) of the Labour Relations Act which reads as follows:

67 (1) No employer, employer's organization or person acting on behalf of an employer or an employer's organization shall, so long as a trade union continues to be entitled to represent the employees in a bargaining unit, bargain with or enter into a collective agreement with any person or another trade union or council of trade unions on behalf or purporting, designed or intended to be binding upon the employees in the bargaining unit or any of them.

**Article III - Interpretation**

3.01 "Council" shall mean the City Council of the Corporation of the City of Thunder Bay.

"Co-ordinating Committee" shall mean that Committee of the City Council which deals with matters of policy concerning Personnel & Labour Relations.

"Department Head" shall mean Manager of Public Works, or Manager of Parks & Recreation, Manager Parking Authority, Manager Canada Games Complex or their designate.

Article III - Interpretation Cont'd

"Chief Administrative Officer, shall mean head of the municipal administration of the Corporation.

"Probationary Employees" shall mean persons hired on a trial basis to determine their suitability.

"Regular Employee" shall mean a person who has satisfactorily served the required probationary period.

"Relief & Seasonal Workers" hired for the purposes as outlined in the Letters of Understanding will accumulate service credits for bidding purposes into posted positions.

Relief and Seasonal workers bidding into posted full-time positions (except Labourer) within the same classification shall be deemed to have completed the probation period and a seniority date shall be established from the original date of employment, but not more than twelve (12) months prior to the date when placed into the regular posted position.

Relief and Seasonal workers bidding into posted full-time positions (except Labourer) outside the classification in which they work shall be required to complete the probation period as per the collective agreement. Upon completion of the probation period, the seniority date shall be as per the original date of employment, but not more than twelve (12) months prior to the date they were placed into the regular full-time position.

**Article III - Interpretation** Cont'd

"Student" shall mean a person who is employed during the period April 15 to September 30 and who was a student at a school, college, university or other educational institution prior to becoming employed by the Corporation, and, who is intending to return to school at the end of the vacation period. Student employees shall not accumulate seniority or sick leave credits. Students hired during the school vacation period will be terminated from the employ no later than September 30.

**Article IV - a Per**

4.01 All new employees of the Corporation will be on probation for a period of sixty-five (65) working days. An employee discharged during the first thirty (30) working days of employment will not have recourse to the grievance procedure. (Evaluations at twenty-five (25) days, forty (40) days and fifty (50) days shall be carried out).

**Article V - Membership**

5.01 The parties hereto agree that as a condition of employment all present employees of the Corporation falling within the scope of the bargaining unit shall remain members of the union in good standing and all new employees shall become members of the Union after completion of thirty (30) calendar days from the commencement of their employment.

**Article VI - Union Check-Off**

6.01 The Corporation agrees to deduct Union dues and assessments from the pay of all employees covered by this Agreement and remit same monthly to the Financial Secretary of the Union together with a list of additions and deletions of employees names to the master list.

**Article VII - Discrimination**

7.01 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of race, creed, colour, age, sex, marital status, nationality, ancestry, or place of origin of such person or employee or because of an employee's membership or non-membership in the Union or because of his activity or non-activity in the Union.

7.02 **Union Activities**

It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Department Head or his designate.

**Article VIII - Management's Rights**

8.01 The Union recognizes and acknowledges that the management of the operation and direction of the working force are fixed exclusively in the Corporation, and without restricting the generality of the foregoing,

**Article VIII - Management's Rights** Cont'd

the Union acknowledges that it is the exclusive function of the Corporation to:

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer, suspend and re-hire employees, and to discipline or discharge any employee for cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- d) determine the nature and kind of business conducted by the Corporation, the kinds and locations of stations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Corporation except as specifically limited by the express provisions of this Agreement.

8.02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

**Article IX - Stewards****9.01 Appointment of Stewards**

The Corporation acknowledges the right of the Union to appoint Stewards together with alternate Stewards. The names of the Stewards shall be given to the Corporation

**Article IX - Stewards** Cont'd

in writing and the Corporation shall not be required to recognize any such Stewards until it has been so notified.

**9.02** **Management Co-operation with Stewards**

The Corporation undertakes to instruct all members of its supervisory staff to co-operate with the Stewards in the carrying out of the terms and requirements of this Agreement.

Those employees who are eligible to obtain seniority shall be provided a copy of the Collective Agreement at the time of formal documentation and the area Steward shall be allowed up to fifteen (15) minutes to meet the employee in his work area.

**9.03** **Union Co-operation with Management**

The Union undertakes to secure from its officers, stewards and members their co-operation with the Corporation and with all persons representing the Corporation in a supervisory capacity.

**Article X - Grievance Procedure**

**10.01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged Violation of the Agreement as quickly as possible.

**10.02** Prior to the issuance of suspensions without pay or dismissal, the employee(s) involved, his Shop Steward and the Supervisor involved shall meet within two (2) working days to discuss the matter. When in the opinion of the Supervisor the continued presence of the

**Article X - Grievance Procedure** Cont'd

employee(s) on a worksite constitutes a threat to the safety of employees, employer's equipment, and/or other persons, the employee may be suspended for the balance of the shift.

10.03 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than three (3) full working days before the filing of the grievance.

10.04 A Management or Union grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or a case where Management, an employee or the Union may have acted unjustly or improperly and an earnest effort shall be made to settle grievances fairly and promptly in the following manner:

**Step No. 1**

The aggrieved employee(s) will submit the grievance to his Steward. If the employee's Steward is absent, he may submit his grievance to the Chief Steward or his designate. At each step of the Grievance procedure, the Grievor shall have the right to be present.

**Step No. 2**

If the Steward in consultation with the Grievance Committee considers the grievance to be justified, he will first seek to settle the dispute orally with the employee's appropriate supervisor.



Ar 1: X - evan ocedure Cont'd

Step No. 3

Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the Chief Steward will submit to the Division Head or his designate, a written statement of the particulars of the grievance and the redress sought. The Division Head or his designate shall render his decision within four (4) working days after receipt of such notice.

Step No. 4

Failing settlement being reached in Step 3, the grievance Committee will submit the written grievance to the Head of the Department or his designate, who shall render his decision within five (5) working days after receipt of such notice.

Step No. 5

Within two (2) working days after the decision has been rendered at Step 4, the employee concerned, together with the Steward and the appropriate number of representatives of the Union, will submit to the Chief Administrative Officer, or his designate, the written statement of the grievance and the redress sought on a recognized grievance form. The Chief Administrative Officer or his designate shall render his decision in writing within five (5) working days following the presentation of the grievance to him. Failing a satisfactory settlement being reached at Step 5, the Union may refer the dispute to Arbitration within thirty (30) working days thereafter, but not later.

**Article X - Grievance Procedure** Cont'd

The thirty (30) working days shall be calculated as being Monday to Friday, exclusive of Saturdays, Sundays and Statutory Holidays. The thirty (30) working days shall commence following receipt, by the Union executive, of the written decision.

- 10.04 Where a dispute involving a question or general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1, 2, and 3 of this Article may be by-passed.
- 10.05 Replies to grievances, stating reasons, shall be in writing commencing at Step 3.
- 10.06 No grievance shall be defeated or denied by any formal or technical objection.

**Article XI - Management Grievances**

- 11.01 Any grievance instituted by Management may be referred in writing to the appropriate Union Committee within two (2) full working days of the occurrence of the circumstances giving rise to the grievance, and the Union Committee shall meet within two (2) working days thereafter with Management to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to a Board of Arbitration as provided in Article XII at any time within ten (10) calendar days thereafter, but not later.

**Article XII - Arbitration**

12.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Articles X and XI above, and which has not been settled, will be referred to a Board of Arbitration within thirty (30) working days after the decision at Step 5 at the written request of either of the parties hereto. The thirty (30) working days shall be calculated as per Clause 10.03, Step 5.

12.02 **Composition of Board of Arbitration**

The Board of Arbitration will be composed of one person appointed by the Corporation, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.

12.03 **Notification of Name of Appointee**

Within three (3) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.

12.04 **Failure to Appoint Chairman**

Should the person chosen by the Corporation to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in 12.03 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairman.

12.05 **Decision of the Board**

The decision of a Board of arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.

**Article XII - Arbitration** Cont'd**12.06** **Powers of the Board**

The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

**12.07** **Expenses of the Board**

Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chairman.

**12.08** **Clarification of the Board's Decision**

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

**12.09** **Extending the Time Limits**

The time limits fixed in both the Grievance and Arbitration procedure may be extended by consent of the parties to this Agreement in writing.

**Article XIII - Warnings, Suspensions, or Dismissals**

**13.01** A claim by an employee that he has been discharged or suspended without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Department Head at Step No. 2 of the Grievance Procedure within two (2) working days after the Union

**Article XIII - Warnings, Suspensions, or Dismissals** Cont'd

has received notification. Such special grievances may be settled by:

- a) confirming the Management's action; or
- b) reinstating the employee with full compensation for time lost; or
- c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

**13.02** Rules and Regulations

All employees covered by this Agreement shall be governed by the rules and regulations of the Department as established and posted by the Corporation from time to time with prior notice and agreement with the Union. Where such rules and regulations are in conflict with the provisions of this Agreement, the provisions of this Agreement shall apply.

**13.03** Warnings, Suspensions or Dismissals

An employee shall have access to his personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall form part of the permanent record.

**Article XIV - No Strikes, No Lockouts**

**14.01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial and the Corporation agrees that there will be no lockout.

**Article XIV - No strikes, No Lockouts** Cont'd

14.02 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Corporation at Step No. 4 of the Grievance Procedure.

14.03 **protection of Equipment and Property**

The Union will protect equipment and property of the Corporation in case of a strike by the Union by providing that Leadhands and Operators will be supplied to perform any duties necessary to safeguard such equipment and property, by ensuring equipment will be returned to employer's premises before any work stoppage takes place.

**Article XV - Hours of Work, Overtime and Standby**

15.01 **Regular Hours**

The regular hours of labour, unless otherwise stipulated, shall consist of eight (8) hour tours of duty between the hours of 8:00 a.m. and 4:30 p.m., Monday to Friday inclusive. For the purpose of the foregoing, the work week shall commence on the first shift immediately following an employee's regularly scheduled two (2) consecutive days off.

15.02 **Sanitation**

The regular hour of labour for sanitation collection crews shall consist of eight (8) hour tours of duty between the hours of 7:00 a.m. and 3:30 p.m., Monday to

**Article XV - HOURS of Work. Overtime and Standby** Cont'd

Friday inclusive. The regular hours of labour for sanitation landfill crews shall consist of eight (8) hour tours of duty between the hours of 8:00 a.m. and 8:00 p.m., Monday to Friday inclusive, and between the hours of 8:00 a.m. and 5:00 p.m. on Saturdays and 9:00 a.m. and 5:00 p.m. on Sundays. Employees governed by the foregoing shall work five (5) consecutive identical shifts, followed by two (2) consecutive days off. When it becomes necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

**15.03** Street Sweeping and Flushing Crews

The regular hours of labour for street sweeping and flushing crews shall consist of five (5) identical eight (8) hour tours of duty between the hours of 5:00 a.m. and 5:00 p.m., Monday to Friday inclusive, followed by two (2) consecutive days off. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be give by the Corporation to the employees concerned.

**15.04** Sanding and Salting Crews

The regular hours of labour for sanding and salting crews shall consist of eight (8) hour tours of duty between the hours of 12:00 midnight and 8:00 a.m., Monday to Friday inclusive. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

**Article XV - Hours of Work, Overtime and Stan — Cont'd**

- 15.05      Snow Removal Crews  
The regular hours of labour for snow removal crews shall consist of eight (8) hour tours of duty between the hours of 11:00 p.m. and 800 a.m.
- 15.06      Traffic Marking Crews  
The regular hours of labour for traffic marking crews, when required during the period May 1st to September 30th, shall consist of eight (8) hour tours of duty between 6:00 a.m. and 2:30 p.m., Monday to Friday inclusive. When it becomes necessary to reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned. Employees working this shift shall receive shift differential as per Clause 16.01.
- 15.07      Stations Operators and Maintenance and Relief Operators  
The regular hours of labour for Stations Operators and Maintenance and Relief Operators shall be in accordance with the following schedule:
- a)      Stations Operators  
Hours of Work shall consist of eight (8) hour tours of duty with shifts to be from 11:30 p.m. to 7:30 a.m.; 7:30 a.m. to 3:30 p.m.; and 3:30 p.m. to 11:30 p.m. Operators shall work five (5) consecutive identical shifts, followed by two (2) consecutive days off. There shall be a minimum of sixteen (16) hours between shifts.
- b)      Maintenance and Relief Operators  
Maintenance and Relief Operators shall work five (5) shifts on consecutive days followed by two (2) consecutive days off, with a minimum of eight (8) hours between shifts except as provided for in Section (d) and in



Article XV - Hours of Work, Overtime and Standby Cont d

any event will not be required to work at straight time rates beyond eight (8) hours during any twenty-four (24) hour period.

- c) Station Maintenance and Relief Operators, who by a change in their regularly scheduled shifts are required to work on their regularly scheduled days off, shall receive the appropriate overtime payment for all work performed on these days.
- d) In cases of sickness, seven (7) hours notice shall be given the employee who substitutes for the sick employee. If less than seven (7) hours notice is given, then overtime premium rates shall be paid.
- d) When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned. For the purpose of the foregoing, tours of duty shall commence at 12:00 midnight, 8:00 a.m. and 4:00 p.m. daily.

15.08 Water Pollution Control Plant

The hours of work for Operator and Maintenance and Relief Operators at the Water Pollution Control Plant shall be in accordance with Appendix "A" attached hereto and forming part of this Agreement.

15.09 Watchmen

The regular hours of work for Watchmen shall generally consist of five shifts of eight (8) hours each in a seven day period between the hours of 4:00 p.m. and 12:00 midnight or 12:00 midnight to 8:00 a.m., Sunday through Saturday, or 8:00 a.m. to 4:00 p.m. on Saturdays and Sundays, and where possible there will be two (2) consecutive days off. There will be a minimum of eight (8) hours between shifts.

**Article XV - Hours of Work, overtime and Standby** Cont'd15.10 Janitors

The regular hours of work for Janitors shall consist of five (5) consecutive identical shifts in a seven (7) day period generally between the hours of 2:30 p.m. and 10:30 p.m., and 4:00 p.m. and 12:00 midnight. Where existing shifts differ from these hours, present shifts will remain in effect until the parties mutually agree to revert to "The regular hours of work for Janitors".

15.11 Parks & Recreation Shifts

The regular hours of labour for Parks & Recreation shift employees shall be in accordance with the following schedule:

- a) Stationary Engineers, Fort William Gardens  
Hours of work shall consist of eight (8) hour tours of duty between the hours of 7:00 a.m. to 3:00 p.m. and 5:00 p.m. to 1:00 a.m. for employees required to work two (2) shifts, and between the hours of 8:00 a.m. to 4:00 p.m., 4:00 p.m. and 12:00 midnight, and 12:00 midnight to 8:00 a.m. for employees required to work three (3) shifts. The Stationary Engineers shall be required to work five (5) identical consecutive shifts, followed by two (2) consecutive days off. There shall be a minimum of sixteen (16) hours between shifts.
- b) Parkman - Indoor Arenas, Fort William Gardens  
Hours of work shall consist of eight (8) hour tours of duty. They shall work five (5) consecutive identical shifts followed by two (2) consecutive days off, for a minimum of sixteen (16) hours between shifts. They will not be required to work at straight time rates beyond eight (8) consecutive hours during any twenty-four (24) hour period,

**Article XV - Hours of Work, Overtime and Standby Cont'd**

- c) Leadhand II (Arenas) and Parkman II (Indoor Arenas)  
Hours of work shall consist of eight (8) hour tours of duty, between the hours of 8:00 a.m. to 5:00 p.m. and 5:00 p.m. to 1:00 a.m. They will be required to work five (5) consecutive shifts followed by two (2) consecutive days off. There shall be a minimum of sixteen (16) hours between shifts.
- d) The regular hours of labour for other Parks & Recreation shift employees shall consist of eight (8) hour tours of duty. Shifts shall be for no less than five (5) consecutive days on identical shifts, followed by two (2) consecutive days off. There will be sixteen (16) hours between tours of duty.
- e) The hours of work for outdoor rinks shall be five (5) shifts on consecutive days at eight (8) hours each, Sunday through Saturday, with two (2) consecutive days off.
- f) Establishing or Rescheduling Shifts  
When it is necessary to establish or re-schedule shifts seven (7) days notice shall be given by the Corporation to the employees concerned.

**15.12 Parkina Maintenance Technician**

The regular hours of work for the Parking Maintenance Technician shall consist of eight (8) hour tours of duty, from 8:00 a.m. to 4:30 p.m. during the Winter and from 6:00 a.m. to 2:00 p.m. during the Summer, Monday to Friday inclusive.

**Marina**

The regular hours of work for the Marina personnel shall consist of twelve (12) hour tours of duty, from 9:00 a.m. to 9:00 p.m. each day. There shall be three (3) tours, either days or nights of duty followed by three (3) tours, either day or nights off. (Seven/Twelve hours each fourteen (14) days.)

**Article XV - Hours of Work, Overtime and Standby Cont'd**

Volunteer Pool

Janitor-Handyman - Two (2) Tour System

Tour # 1

Monday to Friday - 4:30 a.m. to 1:00 p.m.

Tour # 2

Sunday - 8:00 a.m. to 4:30 p.m.

Wednesday - 1:30 p.m. to 10:00 p.m.

Thursday - 1:30 p.m. to 10:00 p.m.

Friday - 1:30 p.m. to 10:00 p.m.

Saturday - 8:00 a.m. to 4:30 p.m.

**Article XV - Hours of Work, Overtime and Standby** Cont'd

15.12 (b)

Hours of Work and Schedule at Canada Games Complex

Canada Games Complex - Work Schedule for Selected Classifications

Classifications

	SUN	MON	TUES	WED	THURS									
<b>LEADHAND HOURS ONLY</b>	9:00- 5:00	8:00- 4:30	7:00- 3:30	3:30- 11:30	3:30- 11:30									
	S	M	T	W	TH	F	ST	S	M	T	W	TH	F	ST
Leadhand	D	D	D	E	E	-	-	D	D	D	E	E	-	-
Janitor-Handyman 1	D	D	-	D	D	E	-	-	E	E	E	E	-	D
Janitor-Handyman 2	E	E	-	D	D	D	-	-	E	E	E	E	-	E
Janitor-Handyman 3	-	E	E	E	E	-	E	E	E	-	D	D	D	-
Janitor-Handyman 4	-	E	E	E	E	-	D	D	D	-	D	D	E	-

Regular Day Shift - 7:00 a.m. - 3:30 p.m.

Regular Evening Shift - 3:30 p.m. - 11:30 p.m.

**Article XV - Hours of Work. Overtime and Standby Cont'd****15.13 Authorized Overtime**

Overtime authorized by the Head of the Department, or by any official who may be acting on behalf of a Department Head during his absence, shall be paid for at the rate of double time for any work performed in the twelve (12) hour period immediately preceding their regularly scheduled tour of duty and at the rate of time and one-half (1 1/2) for any work performed following the completion of their regular tour of duty. All employees shall be paid at the rate of time and one-half for work performed on the sixth day of their regular work week and double time for work performed on the seventh day of their regular work week. Except in the case of emergency, overtime shall be distributed in an equitable manner amongst those regular employees qualified and available to perform the required work and it is agreed that no employee shall be required to work overtime or a double shift against his wishes when other qualified employees normally performing such duties within their division or designated area are available and willing to perform the required work. (For the purpose of the foregoing, double time on the sixth (6) day shall be paid in the same manner as that paid immediately prior to the regularly scheduled tour of duty on the fifth (5) day.)

Non-regular employees employed at the relevant work site or with the relevant piece of equipment may be assigned up to five (5) hours of unscheduled tag-end overtime each seven (7) day work week.

**Article XV - Hours of Work. Overtime and Standby** Cont'd15.14 **Stand-By**

The Corporation will supply two-way radios to Standby Personnel.

Stand-by from 4:30 p.m. Friday to the following Friday at 4:30 p.m. will be paid at the rate of two (2) hours at straight time seven (7) days a week between the hours of 4:30 p.m. and 8:00 a.m. and in addition six (6) hours stand-by at straight time rates shall be paid on Saturdays and Sundays between the hours of 8:00 a.m. and 4:30 p.m. An employee who is called out on stand-by shall be paid either:

- a) a minimum of two (2) hours at his straight time rate; or
- b) at his applicable overtime rate for the time worked on the call-out whichever is the greater.

15.15 **Call-Out**

An employee who is called back outside his standard hours other than for scheduled overtime work, shall be paid either:

- a) a minimum of four (4) hours at his straight time rate; or
- b) at his applicable overtime rate for the time worked on the call-back, whichever is greater.

15.16 **Reporting Pay Guarantee**

An employee reporting for work and sent home due to adverse weather conditions shall be paid the minimum compensation of four (4) hours at straight time rates.

**Article XV - Hours of Work, Overtime and Standby** Cont'd15.17 **Lunch Period**

The regular lunch period shall be one-half (1/2) hour normally between 12:00 noon and 12:30 p.m. unless otherwise stipulated through an informal arrangement between the parties concerned.

15.18 **Meal Allowance**

Should an employee be required to work overtime beyond one (1) hour after an eight (8) hour tour of duty when no prior notice has been given, and for each consecutive four (4) hours worked that tour of duty, a hot meal and time to eat it will be provided.

15.19 **Preference of Days Off**

Seniority shall determine preference of days off subject only to ability to perform the requirements of the job.

15.20 **Changes in Hours of Work**

It is agreed that the hours of work set forth under this Article can be adjusted on the agreement of the parties during the lifetime of this Agreement.

15.21 Parks employees assigned to outdoor rinks and indoor arenas will be given the opportunity to work eighty (80) hours in the bi-weekly period when these facilities close or start up. Work performed to make up the eighty (80) hours will be paid at straight time rates. This is not to be considered to be a guarantee of Hours of Work. There will be no Premium Pay at the start up of the Outdoor Rinks and Indoor Arenas.



**Article XV - Hours of Work. Overtime and Standby****Article XVI - Shift Premium**

16.01 Effective on the first day of the second month following signing of the collective agreement, a shift premium of fifty-five cents (\$.55) per hour, will be payable to the following groups of employees for hours regularly worked outside of the normal daily work schedule but will not be payable when the overtime rate is in effect:

- a) Street Sweeping and Flushing Crews;
- b) Sanding and Salting Crews;
- c) Snow Removal Crews - to commence on the second day of snow removal operations. Overtime rates will apply on the first day of snow removal operations;
- d) Stations Operators;
- e) Mechanics and Helpers;
- f) Indoor Rinks;
- g) Sanitary Landfill crews;
- h) Golf Course Workers;
- i) Outdoor Rink Caretakers;
- j) Canada Games Complex Employees;
- k) Volunteer Pool Employees.

**Article XVII - Vacations With Pay**

17.01 All employees with one (1) year or more of continuous service will be entitled to ten (10) working days annual vacation with pay.

17.02 All employees with two (2) years or more of continuous service will be entitled to fifteen (15) working days annual vacation with pay.

17.03 All employees with eight (8) years or more of continuous service will be entitled to twenty (20) working days annual vacation with pay.

Article XVII - Vacations With Pay Cont'd

17.04 All employees with sixteen (16) years or more of continuous service will be entitled to twenty-five (25) working days annual vacation with pay.

Effective January 1, 1991

17.05 All employees with sixteen (16) years or more of continuous service shall, in addition to the annual vacation set forth in Article XVII, Clause 17.04 above, be entitled to one (1) additional day for each year of continuous service beyond sixteen (16) years of continuous service to a maximum of ten (10) additional days vacation, e.g.

Years of Continuous Service	Working Days Annual Vacation	Additional Vacation Day(s)
17	25	1
18	25	2
19	25	3
20	25	4
21	25	5
22	25	6
23	25	7
24	25	8
25	25	9
26	25	10

17.06 Terminated Employees - less than one (1) year  
Employees terminated with less than one (1) year of service will be paid in accordance with the Employment Standards Act.

17.07 Terminated Employees - more than one (1) year  
An employee who has completed one (1) or more years of continuous service and who has ceased to be employed shall in lieu of a vacation with pay be paid an amount equal to four percent (4%) of his total earnings for

**Article XVII - Vacations With Pay** Cont'd

the period in respect of which he is entitled to a vacation with pay. Vacation pay for employees with two (2) or more years of continuous service will be prorated.

**17.08** Vacation Pay - While Working in a Higher Paid Classification

Employees who work in a higher classification for five (5) consecutive days or more immediately preceding their annual vacation shall receive annual vacation pay in accordance with the rate attached to the higher classification.

**17.09** Choice of Vacation Period

An employee having three (3) or more weeks of vacation entitlement shall be entitled to receive a minimum of three (3) of those weeks in an unbroken period. Seniority shall prevail in choice of this vacation period. All vacations shall be taken at a time agreed upon between the employee and his supervisor.

**17.10** Vacation Schedules

In each year vacation schedules shall be posted by January 15, and all employees shall indicate their preference as to vacation periods prior to April 1st. The completed schedule shall be posted by May 1st. Any employees not making their vacation choice by April 1st shall have their vacations scheduled at the discretion of Management.

**Article XVII - Vacations With Pay** Cont'd17.11 **Sick Leave. Bereavement Leave During Vacation Period**

When an employee is qualified to receive paid sick leave substantiated by a Doctor's Certificate, bereavement leave with pay, or any other approved leave with pay during his period of vacation, there shall be no deduction from vacation credits for such absence. The days of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

17.12 **Pay For Annual Vacation**

For the purpose of Article XVII, pay for annual vacation will be reduced proportionately by the extent to when an employee was on unpaid leave of absence as per Clause 22.01 beyond one (1) calendar month or Union Leave beyond two (2) calendar months, or laid off, beyond two (2) calendar months and in each instance for each continuous calendar month(s) thereafter, during the previous twelve (12) month period for which vacation entitlement was earned.

Seasonal or Relief workers accepting full-time employment will have their vacation pay reduced by the four percent (4%) amount paid bi-weekly.

**Ar XVIII - Statutory Holidays**18.01 **Paid Holidays**

The following Statutory Holidays, regardless of when they fall, will be granted with pay to all employees who have completed thirty (30) calendar days of continuous service.

**Article XVIII - Statutory Holidays**      Cont'd

Easter Monday	Good Friday
Dominion Day	Victoria Day
Labour Day	Civic Holiday
Remembrance Day	Thanksgiving Day
Christmas Day	Half Day (1/2) Before Christmas Day
New Year's Day	Half Day (1/2) Before New Year's Day
Boxing Day	

and, any other Statutory Holiday proclaimed by the Federal or Provincial Government.

**18.02**      Rate of Pay for Holiday

Payment for such holidays shall be based on the rate being paid to an employee on the regular work day immediately preceding a Statutory Holiday.

**18.03**      Premium for Hours Worked on Holiday

If an employee works on one of the above-named Statutory Holidays, he shall receive payment at double time for the hours actually worked by him in addition to receiving his holiday pay.

**18.04**      Entitlement for Holiday Pay

In order to be entitled to payment for a Statutory Holiday, an employee must have worked the full working day immediately preceding the holiday and the full working day immediately following the holiday, unless an employee is ill, on authorized vacation or leave of absence.

**Article XVIII - Statutory Holidays** Cont'd

Employees on unpaid Leave of Absence, UIC Sick Leave, LTD and WCB, beyond one (1) calendar month will not be paid Statutory Holiday pay.

**18.05** Holidays Falling on Saturday or Sunday

When any of the above-named Statutory Holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement other than for shift workers who shall observe and be paid for the holiday on the day that it falls.

**18.06** Holidays Falling on Employee's Scheduled Day Off

When any of the above-named Statutory Holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time agreed upon between the employee and the employer. Should Christmas or New Year's Day fall on a Sunday or Monday, time off in lieu of the half (1/2) day before Christmas and New Year's Day will be provided.

**18.07** Holidays Falling During Employee Vacation Period

Where one of the above-named Statutory Holidays falls during an employee's approved vacation period, he shall be allowed an extra day's vacation.

**18.08** Pick up On Holiday

It is agreed that, if garbage is to be picked up on a Statutory Holiday, employees will be paid in accordance with the provisions of Article XVIII, Clause 18.03 or in lieu thereof be granted two (2) days off, if required to work a full shift on a Statutory Holiday.

**Article XVIII - Statutory Holidays** Cont'd**18.09** Pay Or Lieu Time For Work On A Holiday

Any employee, except those covered under the provisions of Article XVIII, Clause 18.08, required to work on a Statutory Holiday shall receive pay at the overtime rates and pay for the day or a day off with pay in lieu of the Statutory Holiday. Lieu days may be allowed to accumulate and may be taken in blocks of five (5) days within a three (3) month period following the accumulation. Where the required work is less than eight (8) hours, he shall receive his overtime rate for the hours worked plus pay for the Statutory Holiday in lieu of time off.

**Article XIX - Seniority****19.01** Definition

Seniority, as referred to in this Agreement, shall mean length of continuous service in the employ of the Corporation and shall be on a unit-wide basis.

**19.02** Commencement

Seniority and service credits shall commence from the first day of employment under jurisdiction of this bargaining unit, subject to completing the probationary period. However, service credits acquired by employees while employed in other City employee groups will be retained for the purpose of Vacation entitlement, O.M.E.R.S., Health and Welfare benefits, and Sick Leave payouts.

**19.03** Seniority Lists

Seniority lists to be posted on all bulletin boards annually. Challenges and corrections may be made within thirty (30) days of posting each year.

**Article XIX - Seniority** Cont'd19.04 **Accumulation of Seniority**

Seniority shall accumulate in the following circumstances only:

- a) when off the payroll due to authorized layoff;
- b) when off the payroll due to authorized personal leave of absence, sickness or accident;
- c) when absent on vacation or on statutory holidays;
- d) when actually at work for the Corporation.

19.05 **Termination of Seniority**

Seniority shall terminate and an employee shall cease to be employed by the Corporation when he:

- a) voluntarily quits his employment with the Corporation;
- b) is discharged and is not reinstated through the grievance procedure or arbitration;
- c) is off the payroll for a continuous period of eighteen (18) months due to layoff provided employee has at least eighteen (18) months of seniority. Is off the payroll for a continuous period of nine (9) months if employee has less than eighteen (18) months of seniority.
- d) fails to report for work without acceptable excuse within five (5) working days after being notified by registered mail by the Corporation following a layoff;
- e) fails to return to work upon termination of an authorized leave of absence unless a reason acceptable to the Corporation is given;
- f) accepts gainful employment while on a leave of absence without first obtaining the consent of the Corporation in writing; and
- g) does not work for a continuous period of twenty-four (24) months due to illness or disability.



**Article XII - Seniority** Cont'd**19.06** Retaining Seniority After Promotion Outside the Bargaining Unit

In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement and is later placed in a position within the scope of this Agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity, provided the employee concerned returns to a position within the scope of the bargaining unit within a period of six (6) months.

**19.07** Subsidized Programs

Employees hired pursuant to Government subsidized programs shall retain seniority rights only if they are transferred as labourers into the Department in which case their seniority will revert to the original date of employment subject to the provisions of this Agreement.

**Article XX - Lay-Offs and Recalls****20.01** Notification

In order to attempt to alleviate a lay-off whenever a temporary shortage of work occurs in a classification, the Corporation may assign employees in reverse order of seniority to perform other duties in a lower paid job, but shall pay the classified employee his regular classified rate of pay while performing those other duties, regardless of the requirements of Article XXI.

**Article XX - Lay-Offs and Recalls Cont'd**

However, should a lay-off occur, then the Corporation will notify employees one (1) week prior to a scheduled lay-off provided the employee has completed his probationary period. Employees who have not completed the probationary period but have completed five (5) continuous working days of employment, shall be notified two (2) days prior to a scheduled lay-off.

20.02 No employee will be hired until those laid off have been given an opportunity of re-employment subject to the conditions set forth in Article XX, Clause 20.03.

20.03 a) In the event of a layoff, employees shall be laid off in reverse order of seniority. An employee about to be laid off may bump:

i) into a classification where there are employees with less seniority provided the employee about to be laid off has successfully completed the probationary period, as provided for in Clause 21.05 or 4.01, in the classification; or,

ii) into a labourer classification where there are employees with less seniority.

b) In the event of a layoff of more than nine (9) months or when it becomes known that the layoff will exceed nine (9) months, an employee may bump as described in part (a) or, if unable, may bump lateral or downward into a classification where there are employees with less seniority provided the employee facing layoff is:

1) fully qualified in relation to the posted requirements; and,

2) has demonstrated proficiency in performing tasks similar to those required in the classification sought.

**Article XX - Lay-Offs and Recalls** Cont'd

- c) When an employee bumps into a classification where there are employees with less seniority, the junior employee within the classification will be laid off (subject to parts (a) and (b) above).
- d) Employees shall be recalled in the order of their seniority.

**20.04** **Notification of Change of Address**

It shall be the duty of each employee to notify the Corporation and the Union promptly of any change in address and telephone number. If an employees fails to do this, the Corporation and the Union will not be responsible for failure of a notice to reach such employee.

**Article XXI - Promotion and Vacancies****21.01** **Posting Vacancies**

All permanent vacancies in new classifications and in existing classifications with the exception of "labourer", and as provided for in Clause 32.03, shall be posted for a period of not less than seven (7) working days. Postings shall appear in the Corporation's offices, shops and on the pay cheque stubs.

**21.02** Job postings shall contain the following information:

- a) job title, and number of positions vacant;
- b) job descriptions;
- c) qualifications;
- d) hours of work and, where applicable nature of shifts;
- e) wage or salary rate and range where applicable.

**Article XXI - Promotion and Vacancies Cont'd****21.03 Filling Vacancies**

Outside applicants shall not be considered until present employees who have made application are deemed to be qualified have had the opportunity to qualify. Nothing herein shall prevent the Corporation from hiring persons from outside the Bargaining Unit when no qualified employee applies. Any posted vacancy can be filled at the discretion of the Corporation on a temporary basis. It is agreed that any decision or confirmation on the appointment or non-appointment of an applicant, if from within the Bargaining Unit, will be made within fifteen (15) days following closing of applications.

**21.04 Criteria For Determining Successful Applicant**

It is generally agreed that both parties recognize the principle of promotion within the civic service. Therefore in considering staff changes, transfers and promotions, both full-time and temporary, preference will be given according to seniority provided that skill, competence, efficiency, and reliability of the applicants meet the qualifications set forth in the position description.

**21.05 Training and Probationary Period For Successful Applicants**

Employees recommended for appointment to positions in response to job postings shall be given up to ten (10) days training time in which to determine their suitability and capability prior to retaining them on the probationary period, and if they fail to do so, shall be returned to their former positions without loss of seniority. Employees wishing to do so may

**Article XXI - Promotion and Vacancies** Cont'd

revert to their former position within the training period without loss of seniority. Those employees who successfully complete the training period shall be appointed to the position subject to satisfactory completion of a probationary period of twenty (20) working days. Employees failing to satisfactorily complete the probationary period shall be returned to their former position without loss of seniority.

**Article XXII - Leave of Absence****22.01** Leave of Absence Without Pay

The Corporation may grant leave of absence without pay if an employee request it in writing from the Management and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Department.

**22.02** Union Leave

The Corporation may grant leave of absence with pay to an employee elected or appointed to represent the Union on matters regarding the Corporation and the Union, or to represent the Union at a conference, convention, or such other related business provided that such leave with pay shall not interfere with the efficient operation of the department in which the employee works. It is also agreed that the Corporation will bill the Union for this time plus administration charges.

**22.03** Employee Elected Or Appointed To Union Office

An employee who is elected or appointed to an office within the Union may upon application in writing to the Department Head be granted a leave of absence without

**Article XXII - Leave of Absence** Cont'd

pay up to a maximum of one (1) year duration, upon similar applications within the period of such leave an extension thereof upon similar terms may be granted.

**22.04** **Other Employment During Leave**

Any employee taking employment for wages or other remuneration during his leave of absence will forfeit his standing on the seniority list unless permission to take such employment during his leave of absence has been given him on consent of the Department Head and the Chief Administrative Officer. The Union will be advised in writing of all such leaves of absence.

**22.05** **Meetings Called By Employer**

Any representative of the Union who is in the employ of the Employer shall, while attending meetings with the Employer held within working hours, do so without loss of remuneration for all such meetings called by the Employer.

**22.06** **Delegates to Conferences**

Up to ten (10) working days leave with pay will be allowed each calendar year for Union training leave or for attendance as delegates at meetings of the National and Ontario divisions of C.U.P.E., and Canadian Labour Congress and the Ontario Federation of Labour.

**22.07** Employer agrees to administer Maternity Leave as per the Employment Standards Act, and employees wishing additional leave without pay or benefits may apply for same under Clause 22.01.

Article **XXIII** - Medical, Hospital, Dental & Group Life Insurance  
Plans Cont'd

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23.01 Extended Health Care. Dental Plan

The Corporation agrees to contribute one hundred percent (100%) of the billed premiums covering the following plans for all employees on the payroll with two (2) continuous months of service who are eligible to enroll under the regulations of the aforesaid plans:

- a) semi-private ward accommodation;
- b) Blue Cross Extended Health Care benefits on the basis of \$10 - \$20 deductible;
- c) Blue Cross Dental Plan No. 9 - benefits will be payable on basis of previous year's Ontario Dental Association Schedule of Fees,

23.02 Group Life Insurance

The Corporation agrees to contribute one hundred percent (100%) of the billed premiums covering group life insurance for all regular employees on the payroll who are eligible to enroll for such coverage.

23.03 Participation In Plans

All employees as a condition of employment shall participate in the above plans and will be subject to the following conditions:

The provisions of these plans will not apply to an employee when he:

- i) resigns,
- ii) is terminated,
- iii) is laid off beyond one (1) calendar month
- iv) is discharged, or
- v) is on extended leave of absence beyond one (1) calendar month.

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**Article XXIII - Medical, Hospital, Dental & Group Life Insurance  
Plans Cont'd**

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23.04 a) O.M.E.R.S.

Every full-time (Regular or Probationary) employee, as a condition of employment, shall join the Ontario Municipal Employees Retirement System.

All others who meet the eligibility criteria as outlined in the Pension Benefits Act (PBA) will be given the option to join.

Effective January 1, 1982, the Corporation agrees to provide a Supplementary Pension, Type I, payable in full at sixty-five (65) years of age, through the Ontario Municipal Employees Retirement System and inclusive of previous pension plans to equal to two percent (2) of the employee's highest average sixty (60) consecutive months' earnings multiplied by his years of credited service at retirement (to a maximum of thirty-five (35) years of service) less the OMERS Integration Factor when a member is eligible for a pension under the Canada Pension Plan.

b) Retiree Benefits

An employee who retires after the signing of this agreement, and as per the conditions outlined in Clause 24.08, will receive Semi-Private and EHC benefits, premiums one hundred percent (100%) employer paid, from the date of retirement until the date Ontario legislation provides prescription coverage.



**Article XXIII - Medical, Hospital, Dental & Group Life Insurance  
Plans Cont'd**

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23.05 Vision Care

In lieu of the unemployment insurance premium rebate for sick leave plan provisions, the Corporation shall contribute to one hundred percent (100%) of the billed premium for, or cover the cost of, eyeglasses (including frames and/or lenses, repairs and contact lenses) up to a total amount of one hundred and twenty dollars (\$120.00) per person (employee, spouse and dependent children) in any period of twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist, but not the cost of the eye examination. Sunglasses or eyeglasses for cosmetic purposes are not included. New employees will be eligible following six (6) calendar months of employment.

**Article XXIV - sick Leave Plan**

24.01 Sick Leave Defined

Employees on being incapacitated for work through illness shall during the term of this Agreement receive full pay during such illness subject to the limitations and provisions as hereinafter provided.

For the purpose of the foregoing, "sick leave" shall mean the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease requiring quarantining, or while attending examination or treatment by a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

**Article XXIV = Sick Leave Plan Cont'd****24.02 Sick Leave Plan**

Sick leave credit banks accumulated up to December 31, 1984, will be frozen. Vesting and payout rights will remain in force as per the last Collective Agreement that expired December 31, 1983. Such days may also be used to provide coverage between non-vested sick leave coverage (see below) and Long Term Disability (LTD) benefits, in lieu of Unemployment Insurance Commission benefits.

Effective December 31, 1984, and each December 31st thereafter, each regular employee will receive ten (10) days sick leave credits for the following calendar year with the unused days to be accumulative. New employees shall receive the credits on a pro-rata basis upon completion of their probationary period; calculated to the nearest half-day.

Sick leave days accumulated under the above plan shall not be used for early leave or cash payout.

**Long Term Disability (LTD) Plan**

The Corporation will provide an insured Long Term Disability (LTD) Plan for regular employees, and for new employees on the first day of the month following completion of the probationary period, that will provide seventy-five percent (75%) of normal straight time pay, taxable, from the 76th working day of absence due to illness or non-work related injury, inclusive of any Workers' Compensation and Canada Pension Plan benefits (exclusive of dependent benefits) until the sooner of recovery or retirement.

**Article XXIV - sick Leave Plan** Cont'd

Employees in receipt of Long Term Disability (LTD) benefits shall receive an increase to those benefits of either (1) the average percentage increase negotiated by the Union for its members, or (2) the annual all Canada C.P.I. increase, whichever is lesser, up to a five percent (5%) annual maximum increase.

The Corporate Policy on @@Employees in Receipt of Long Term Disability (LTD) Benefits@@ shall apply for termination of employment after an employee has been in receipt of Long Term Disability (LTD) and other benefits for twenty-four (24) months.

## 24.03

proof of illness

Every employee claiming sick pay under the provisions of Article XXIV, Clause 24.01 may be required, at the discretion of Management, to furnish either a statutory declaration or a certificate signed by a qualified medical practitioner, chiropractor, or dentist, Certifying that during such period, such employee was unable to perform his duties due to personal illness. Any employee who fails to comply with any of the conditions of this paragraph set forth or who attempts wrongfully to obtain sick pay benefits shall be liable to immediate discipline in accordance with the provisions of Article XIII, but any employee so disciplined shall have the right to file a grievance as provided for in this Agreement.

**Article XXIV - Sick Leave Plan** Cont'd

- 24.04 **Pay-Out On Termination Or Retirement**  
An employee leaving after ten (10) years or more of continuous service, shall be eligible for fifty percent (50%) of unused sick pay credits, or six (6) months pay, whichever is the less, in cash, payable on termination or retirement.
- 24.05 **Pay-Out On Death**  
The dependents of an employee who dies while in the employ of the Corporation shall be entitled upon death of the employee to the same benefits as would be payable to an employee under section 24.04 of this Article,  
  
Dependents shall mean:  
  
a) a widow who is dependent upon the deceased;  
b) if no dependent widow, then children of the deceased who are dependent upon the deceased;  
c) if there is neither widow nor dependent children, then the unused sick pay accumulation of the deceased employee shall be paid to the deceased employee's estate and shall only be released to the deceased employee's Executor or to the Administrator of his estate.
- 24.06 **Sick Leave Credits Run-Out**  
Whenever an employee's days of illness exceed his cumulative credit, the excess days of illness shall not be carried forward but shall be regarded as days of illness without pay.
- 24.07 **Reinstatement After Sick Leave**  
Any employee's reinstatement after sick leave will be conditional upon his supplying, when requested, a certificate from a physician that he is fully recovered from the sickness which caused his absence and is capable of performing his regular duties.

**Article XXIV - Sick Leave Plan** Cont'd24.08 **Pre-Retirement Leave**

An employee may use his sick leave credits accumulated prior to December 31, 1984, along with his vacation and statutory credits, to leave work immediately prior to his normal retirement age of sixty-five (65) years to the extent that such credits or any portion thereof will bring him to age sixty-five (65), or employees who have reached age fifty-five (55) may use sick leave credits accumulated prior to December 31, 1984, along with his vacation and statutory credits to leave work immediately prior to the point of an unreduced early retirement under the most current OMERS qualifying service provision to the extent that such credit or any portion thereof will bring him to age sixty-five (65) or to the point of an unreduced early retirement under the most current OMERS qualifying service provision. Any sick leave credits owing to the employee thereafter will be paid out within the terms of Article XXIV. Employees choosing this option will continue to receive benefits of this Agreement but will not be eligible to return to work.

**Article XXV - Prevention of Accidents and Protective Clothing**25.01 **Providing Protective Clothing and Equipment**

The Corporation shall supply or make available such special protective clothing or equipment as it deems necessary for reasons of safety and protection against accidents.

Protective clothing and coveralls will be supplied to all regular employees at the discretion of the Department Head on an as required basis. (It is understood that protective clothing includes rainwear and oversized coveralls to cover snowmobile suits.)

**Article XXV - Prevention of Accidents and Protective Clothing**

Cont'd

**25.02 First Aid Kits In Vehicles**

First Aid Kits will be placed in all City-owned vehicles being operated by employees covered by this Agreement.

**25.03 Prevention of Accidents**

The Corporation shall observe all reasonable precautions and provide all safety services or appliances that may be reasonably required for the safety protection of workmen. Employees shall co-operate with the Corporation in the prevention of accidents and will, from time to time as occasion requires, make such representations to the Corporation as to the prevention of accidents as may be considered necessary.

**25.04 Safety In Kam Tunnel**

When an employee is required to perform duties after his regular hours of work, at the Kam Tunnel, he must be accompanied by one (1) other employee, as a safety precaution.

**25.05 Lunch Facilities**

During lunch period, a suitable place is to be provided for eating as well as toilet facilities.

**25.06 Transportation During Inclement And Cold Weather**

During inclement and cold weather all employees travelling from jobs to the yards, and vice versa, shall be transported under cover from the elements.

**Article XXV - Prevention of Accidents and Protective Clothing**  
Cont'd

25.07 **Snow Blower In Operation**

When a snow blower is in operation two (2) men shall be in attendance, one man directing the snow blower and the other man directing vehicle and pedestrian traffic.

25.08 No employee shall be permitted or asked to perform any operation that may cause unusual danger to his life or safety.

25.09 **Truck Wing Plow**

There shall be two (2) men on the truck wing plow at all times while snow plowing operations are in progress in urban areas.

25.10 **Reimbursement For Safety Shoes**

The Corporation agrees to "Tender" for discount and employees who have attained seniority and who are required to wear safety shoes shall be reimbursed in an amount up to a maximum of seventy dollars (\$70.00) or fifty percent (50%) of the cost of Safety Boots whichever is greater effective on signing of Collective Agreement, to be replaced on an as required basis. Failure to wear safety shoes will result in disciplinary action.

The Corporation agrees to reimburse, the same as for regular employees, the cost of safety shoes for Relief Workers, Seasonal Workers after working a minimum of ninety (90) work days in a calendar year.

**Article XXVI - Workers' Compensation**

26.01 Workers' Compensation benefits payable to union members will be paid directly from the W.C.B. office in Toronto. Workers' Compensation benefits may be topped off using the employee's sick leave credits. Two (2) hours of the employee's sick leave will be used each day W.C.B. is paid until the employee's sick leave credits have been completely exhausted and thereafter the employee shall be entitled only to the Workers' Compensation benefits.

**Article XXVII - Job Security**

27.01 Whenever it becomes necessary for the Corporation to contract out work regularly performed by the employees covered by this Agreement, such contracting out shall not result in the permanent or long term lay-off of the employees covered by the Agreement who are regularly engaged in such work providing the employees are qualified to perform the work.

**Article XXVIII - Automation and Technological Change**

28.01 Notice of Change  
The Corporation shall give six (6) months advance notice of any decision to introduce major changes in plant, equipment or work methods, which may have an adverse effect on manpower requirements. Permanent employees who may be displaced from their jobs by virtue of automation or technological change, will be given the opportunity to fill other vacancies according to the provision set forth in Article 20.03 relative to seniority and qualifications.



**Article XXVIII - Automation and Technological Change** Cont'd**28.02** Retraining Displaced Employee

The Corporation will undertake to retrain an employee who has been displaced because of automation or technological changes. The degree of retraining will be governed by the capability of the employee to be retrained and the availability of a suitable position within the Corporation.

**Article XXIX - Bereavement Leave**

29.01 The Corporation shall grant up to three (3) days' bereavement leave with pay to an employee on the death of his spouse, father, mother, child, sister or brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, step Mother, step Father, step Child, grandparents, and grandchild, provided he notifies the Head of his Department. An additional two (2) days' leave with pay shall be allowed as travelling time where the burial takes place outside the District of Thunder Bay.

**29.02** Funeral Leave

The Corporation will grant up to one (1) day leave with pay to attend a funeral except as provided for in clause 29.01, provided the employee concerned notifies and obtains the approval of the Head of the Department or his designate.

**Article XXX - Juror Duty Or Subpoenaed Witness Service**

30.01 Employees who are called to serve as jurors or are sub-

**Article XXX - Jury Duty Or Subpoenaed Witness Service** Cont'd

poenaed as witnesses in legal proceedings:

- a) Shall be granted leave of absence for such purpose provided that on completion of their jury or witness service such employees shall present to their Department Head a satisfactory certificate showing the period of such service.
- b) Shall be paid their full salary or wages for the period of such jury or witness service; provided that they shall pay over to the Treasurer of the Corporation of the City of Thunder Bay the full amount of compensation received for such service and obtain an official receipt therefore, it being understood that the full amount does not include monies received on days other than the regularly scheduled work days with the Corporation or any monies received for meal allowance or travelling allowances.
- c) Upon being released from jury or witness service in the forenoon of any day, immediately telephone their Department for instructions respecting their return to work and shall, upon receiving such instructions, comply with the same.

**Witness Pay**

If an employee is requested to attend court as a witness on behalf of the Corporation on what would be a normal day off or during off hours, the Corporation agrees to provide paid time off, hour for hour.

**Article XXXI - Resolutions**

- 31.01 Resolutions of City Council which affect employees within the bargaining unit will be forwarded to the Recording Secretary of the Union within fourteen (14) days.

**Article XXXII - Job Classifications and Wage Rates**

32.01 The job classifications and corresponding wage rates as set forth in Schedule "A" attached to this Agreement form part of this Agreement. Employees required to perform duties in a higher classification under Schedule "A" will receive the higher rate of pay commencing immediately and only while performing the duties of the higher classification.

32.02 **New Classifications Changes In Major Tasks**

Any new classifications, deletions, or amendments to major tasks in existing classifications will be the subject of discussion and agreement, between the parties. Where agreement is not reached, the matter may be processed through the grievance procedure to a single arbitrator appointed by the Minister of Labour for the Province of Ontario whose costs will be borne equally by the parties.

32.03 **Disabled Employees**

An employee covered by this Collective Agreement who is no longer capable of performing his full required duties by reason of disability, but whose disability is not of sufficient severity to qualify for a disability pension under the provisions of any of the pension plans affecting civic employees, may be placed in a suitable position in the civic service if such is available, without regard to the provisions of the Collective Agreement with respect to advertising vacancies and promotions. The Union shall be notified in advance of placements made under this provision of the Collective Agreement.



**Article XXXIII - Termination**

33.01 This Agreement shall remain in force for a period of two (2) years from January 1st, 1992, until December 31st, 1993, and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days and not less than sixty (60) days before the date of its termination either party shall furnish the other with notice of termination, or proposed revision, of this Agreement.

**Article XXXIV - Mutually Agreed Chancres**

34.01 This Agreement may be amended during the lifetime of the Agreement, and any amendments thereto shall form part of this Agreement and be subject to the grievance and arbitration procedure.

**NOTE:**

All Letters of Understanding to expire December 31, 1993.

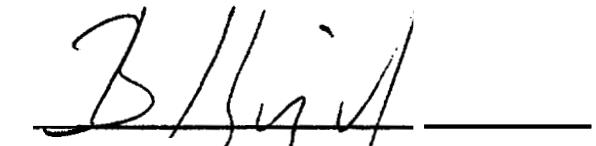
IN WITNESS WHEREOF the party of the first part and the party of the second part have caused their proper officers to affix their signatures the day and year first above written.

DATED AT THUNDER BAY, ONTARIO, THIS 14<sup>th</sup> DAY OF JUNE, 1993.

THE CORPORATION OF THE  
CITY OF THUNDER BAY

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 87

  
MAYOR

  
PRESIDENT

  
DEPUTY CLERK

  
RECORDING SECRETARY

**SCHEDULE 'A'**  
**JOB CLASSIFICATIONS AND WAGE RATES**

**GENERAL INCREASE - JANUARY 1, 1992 - 1%**  
**JANUARY 1, 1993 - 2%**

<u>CLASSIFICATIONS</u>	<u>HOURLY RATE</u>	
	<u>JANUARY 1, 1992</u>	<u>JANUARY 1, 1993</u>
<b><u>COMMON LABOURERS</u></b>		
Labourer	\$14.79	\$15.09
Sewer & Water Maintenance Man (for 6 Months)	14.79	15.09
Sewer & Water Construction Man (for 6 Months)	14.79	15.09
Sanitation Labourer	15.18	15.48
Foot Patrol Worker	14.79	15.09
Student Labourer	13.76	13.76
<b><u>SEMI-SKILLED LABOURERS</u></b>		
Sewer & Water Maintenance Man (for next 6 months)	15.29	15.60
Sewer & Water Construction Man (for next 6 months)	15.29	15.60
<b><u>LABOURERS</u></b>		
Labourer & Sewer Maintenance Man (after above and subject to evaluation)	15.93	16.25
Sewer & Water Construction Man (after above and subject to evaluation)	15.93	16.25
Sewer & Water Pipe Layer	15.93	16.25
Concrete Finisher (Summer Seasonal)	15.93	16.25
Skilled Roads Worker	15.59	15.90
<b><u>EQUIPMENT OPERATORS</u></b>		
Grade I (Shovel Operator - licensed; Caterpillar 235; Drott 50 and 35)	17.35	17.70

**CLASSIFICATIONS****HOURLY RATE**

	<u>JANUARY 1,</u> <u>1992</u>	<u>JANUARY 1,</u> <u>1993</u>
<b><u>EQUIPMENT OPERATORS</u></b>		
Grade II (Grader "A" Snow Blower - Streets; D6 & D7 Crawler Tractor or equivalent: Unemog when used as a snow blower: Industrial type combination Back-Hoe/loader)	\$16.77	\$17.11
Floats (the Operator is required to move, load and unload various equipment); 50 Tons and up -- this is a classified position: up to 50 Tones -- this is not a classified position. The Grade II rate is paid whenever this equipment is being operated.)	16.77	17.11
Grade III (Grader "B" Farm Type Tractor with Back-Hoe attachments and 4 Wheel Drive Front Loader; D2 Crawler Tractor or equivalent: High Pressure Sewer Flusher: Oil spreader: Mobile Asphalt Plant; Road Roller; Street Sweeper: Motorized Catchbasin Cleaner; Unemog)	16.60	16.93
Grade IV (Trucks: Light Tractors; Street Flusher: Garbage Packer; Sanding Truck and Tail-Gate Sander: Bob-Cat; Paint Sprayer: D2 Sidewalk Plow: Oil-Fire Steamer; Sewer Cleaning Machine: Sidewalk Plow; Water Truck: Rubbertired Sidewalk Plow*: Pavement Marker**)	15.98	16.30
* To be paid Equipment Operator III rate when operating a Snowb Lower		
** <u>Paint Truck</u> Driver paid Equipment Operator III rate when operating Pave- ment Marker; Corporation may assign an employee from any clas- sification to work as a painter in the back of the Paint Truck, and such employee will be paid his regular rate.		
<b><u>WORKING SUPERVISORS</u></b>		
Leadhand (Electrician) Stations	19.06	19.44
Leadhand I (105% of Equip Op II)	17.61	17.97
Leadhand II (103% of Equip Op 111)	17.10	17.44

**CLASSIFICATIONS**

HOURLY RATE  
**JANUARY 1,      JANUARY 1,**  
**1992                      1993**

**STATIONS PERSONNEL**

Operator	1 ( 0 - 6 months)	\$15.98	\$16.30
Water Sampler	2 ( 7 - 12 months)	16.24	16.56
	3 (13 - 18 months)	16.62	16.95
	4 (19 - 24 months)	16.91	17.25
	5 (Thereafter)	17.32	17.67
Laboratory Technician		17.32	17.67
Maintenance & Relief			
Operators	1 ( 0 - 6 months)	16.62	16.95
	2 ( 7 - 12 months)	16.91	17.25
	3 (13 - 18 months)	17.32	17.67
	4 (19 - 24 months)	17.56	17.91
	5 (Thereafter)	17.94	18.30
Controls Technician		18.05	18.41
Chief Operator (107% of Mtce. & Rel. Oper.)		19.20	19.58
<b><u>SKILLED TRADES</u></b>			
Mechanic I (Heavy Duty Equipment)		18.94	19.32
Mechanic II (Motor Vehicle)		17.64	17.99
Mechanic III (Small Motors & Tractor Servicing)		16.62	16.95
Welder Fabricator		18.94	19.32
Carpenter		17.32	17.67
Parking Maintenance Technician		17.32	17.67
Sign Painter		17.32	17.67
Water Distribution Technician (Seasonal)		17.32	17.67
Dynamite Man		16.83	17.17
Journeyman Plumber		18.40	18.77
utility Plumber		16.82	17.16
Water Meter Installer Repairman		16.60	16.93
Utility Trades Person		16.77	17.11



	HOURLY RATE	
	JANUARY 1, 1992	JANUARY 1, 1993
<b><u>MISCELLANEOUS CLASSIFICATIONS</u></b>		
Turnkey	16.35	16.68
Handyman	16.06	16.38
Janitor - Handyman	15.52	15.83
Relief Janitor - Handyman (Canada Games Complex)	15.52	15.83
Janitor	15.04	15.34
Mechanic's Helper	15.54	15.85
Patrolman (Loch Lomond)	15.29	15.60
Watchman	14.79	15.09
Luteman	15.29	15.60
Leadhand (Canada Games Complex) (Zone - 104% of Equipment Operator 111)	17.26	17.61
<b><u>PARKS &amp; RECREATION DEPARTMENT</u></b>		
Labourer	14.79	15.09
Student Labourer	13.76	13.76
Parkman (1st 6 months)	14.79	15.09
Parkman (After 6 months)	15.25	15.56
Parkman (After 1 year)	15.59	15.90
Parkman (Conservatory)	15.59	15.90
Parkman (Cemetery)	15.59	15.90
Parkman - Indoor Arenas	15.76	16.08
Parkman - Indoor Arena Relief Operator	15.76	16.08
Parkman - Trades	16.77	17.11

**CLASSIFICATIONS**

	HOURLY RATE	
	JANUARY 1, 1992	JANUARY 1, 1993
<b><u>Parks &amp; Recreation Department Cont'd</u></b>		
Parkman - Trades (Sign Painter)	16.77	17.11
Journeyman Electrician	18.40	18.77
Journeyman Carpenter	18.40	18.77
Machine Operator (Tree Trimmer Truck when boom being operated and Tractors with the following attachments; Five and Seven gang mowers; Snowblower; Front End Loader: Hammer Knife; Sickle Bar; Back-Hoe)	16.60	16.93
Leadhand (Custodian, Curator - Gardens - 105% of Equip Op 11)	17.61	17.97
Leadhand (Zone - 104% of Equip Op 111)	17.26	17.61
Leadhand* (Cemetery; Chippewa; Boulevard Lake; Greenskeeper, Arenas - 103% of Equip Op 111)	17.10	17.44
*It is agreed that the Leadhand (Greenskeeper) will receive this rate 12 months per year.		
Sub-Foreman (107% of Parkman Trades)	17.94	18.31
Foreman - Inspector	18.30	18.67
Stationary Engineer (Fort William Gardens)	16.36	16.69
Centennial Park Caretaker (excluded from hours of work and overtime provisions of this Agreement)	\$33,045.39	\$33,706.30 PER ANNUM
Adult Amusement Ride Operator (Roller Coaster: Cable; Bumping Car; Whip; Centennial Park Train)	14.79	15.09
<b>MARINA</b>		
Parkman Marina	15.59	15.90
Watchman Marina	14.79	15.09

## LETTER OF UNDERSTANDING

**BETWEEN:**

THE CORPORATION OF THE CITY OF THUNDER BAY  
Hereinafter referred to as the "Corporation"

**AND:**

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)  
OUTSIDE BARGAINING UNIT  
Hereinafter referred to as the "Union"

**RE: SEASONAL EMPLOYEES****A) SEASONAL EMPLOYEES**

- 1) Seasonal Employees are employed during peak work periods when additional staff is required, for specific projects not generally performed by a regular employee, or tasks of a finite nature. Seasonal employees may be employed up to one hundred and fifty (150) working days in a calendar year unless otherwise agreed between the parties.
- 2) Seasonal positions will be filled by appointment at Management's discretion.
- 3) The numbers of Seasonal Employees required by a section will be discussed with Union Officials. Total not to exceed fifty (50) without agreement of the parties.
- 4) If Management assigns a regular employee to a Seasonal position, the resultant vacancy will be filled by an appointed Relief Employee.
- 5) A regular employee position which becomes vacant and requires a full-time replacement, will not be filled by a Seasonal Employee.
- 6) Labourer positions will be filled at Management's discretion and consideration will first be given to Seasonal and Relief Employees.

## Seasonal Employees

b) The following conditions of employment will apply to Seasonal Employees:

- 1) Employees will be come Union members and will be subject to dues deductions as per the agreed formula.
- 2) Employees will not accumulate seniority, but will accumulate service for the sole purpose of seniority as defined in Article XXI, Clause 21.04 of this Agreement in order to bid on posted vacancies within their section. ("Service seniority" is of equal standing with regular seniority when bidding on such vacancies).

Should an Employee obtain a full-time position, service and seniority shall commence from the date of appointment to the full-time position, subject to completion of the probationary period.

- 3) Employees will receive four percent (4%) vacation pay each pay period.

Employees will receive "Statutory" benefits only until they have completed one hundred and thirty-five (135) accumulated days worked.

Upon completion of one hundred and thirty-five (135) accumulated days of service, employees will receive one dollar and twenty-five cents (\$1.25) per hour in lieu of fringe benefits. (This amount is exclusive of their regular rate and will be paid for each straight time hour of work).

Lieu pay is paid in lieu of all fringe benefits, statutory or as per the agreement, which are paid to full-time employees in whole or in part by the Corporation, except vacation pay, shift differential, higher classification pay, and bereavement leave.

Where an employee joins a pension plan and/or the employer is required by law to commence benefit premium payments on behalf of the employee, the employer's contributions shall be deducted from the lieu pay amount.

Seasonal Employees

Should an employee obtain a full-time position, the above working conditions will cease upon the date of appointment. Full-time benefits and working conditions will then be applied in the normal fashion. Benefit enrollment will be in accordance with plan regulations, however, previous accumulated service will be considered when calculating appropriate waiting periods.

- 5) All time worked in excess of eight (8) hours a day or on a statutory holiday as defined by the Employment Standards Act will be considered overtime, and paid on the basis of one and one-half (1 1/2) times the regular rate.

SIGNED AT THUNDER BAY, ONTARIO, THIS 4<sup>th</sup> DAY OF JUNE, 1993.

FOR THE CORPORATION

*[Handwritten Signature]*

GM/pb

FOR THE UNION

*[Handwritten Signature]*

*[Handwritten Signature]*

## LETTER OF UNDERSTANDING

**BETWEEN:**

THE CORPORATION OF THE CITY OF THUNDER BAY  
 Hereinafter referred to as the "Corporation"

**AND:**

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)  
OUTSIDE BARGAINING UNIT  
 Hereinafter referred to as the "Union"

**RE: RELIEF EQUIPMENT OPERATOR IV'S (SANITATION)**

The Union and the Corporation agree to the following procedure with regards to the hiring of Relief Equipment Operator IV's (Sanitation) to be used for relief only, on an "on call basis", as follows:

- 1) Relief Equipment Operator IV's (Sanitation) will become Union members and subject to dues deductions as per the agreed formula.
- 2) a) Relief Equipment Operator IV's (Sanitation) will not accumulate bargaining unit seniority, but will accumulate position seniority for the sole purpose of seniority as defined in Article XXI, Clause 21.04 to bid on any posted full-time Operator IV position in the Sanitation Section.
- b) Seniority will be based on the number of days worked from date of hire. Two hundred and sixty (260) working days are equivalent to one (1) year of seniority.

RELIEF EQUIPMENT OPERATOR IV'S

- 3) Relief Equipment Operator IV's (Sanitation) who regularly work the standard number of hours per week - forty (40) will receive benefits as per conditions outlined in Article XXIII of this Agreement.
- 4) Relief Equipment Operator IV's (Sanitation) will be entitled to Statutory Benefits.

SIGNED AT THUNDER BAY, THIS 4th DAY OF JUNE, 1993.

FOR THE CORPORATION

FOR THE UNION

[Handwritten Signature]

[Handwritten Signature]

\_\_\_\_\_

[Handwritten Signature]

GM/pb

**LETTER OF UNDERSTANDING****BETWEEN:**

**THE CORPORATION OF THE CITY OF THUNDER BAY**  
Hereinafter referred to as the "Corporation"

**AND:**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)**  
**OUTSIDE BARGAINING UNIT**  
Hereinafter referred to as the "Union"

RE: FOOT PATROL WORKER

Agreement covering the classification of Foot Patrol Worker.

1. The classification be added to Schedule "A" of the Collective Agreement.
2. Rate of pay - same as Labourer.
3. Work Week - Seven (7) days - Sunday to Saturday.
4. Hours of Work - 6:00 a.m. to 5:00 p.m. Shifts will be eight (8) hours per day with a one-half (1/2) hour lunch break.

Schedules will be established on a 5 and 2 system - five (5) days work followed by two (2) days off.

The current work week is Monday through Friday inclusive.

5. Changes to the Work Week and Hours will be the subject of discussion between the Corporation and the Union.



FOOT PATROL WORKER

SIGNED AT THUNDER BAY, ONTARIO THIS 4<sup>th</sup> DAY OF JUNE, 1993.

FOR THE CORPORATION

*Jerald McShane*

\_\_\_\_\_

GM/pb

FOR THE UNION

*B. Hill*

*Stephany...*

## LETTER OR UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY  
Hereinafter referred to as the "Corporation"

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)  
OUTSIDE BARGAINING UNIT  
Hereinafter referred to as the "Union"

! ARTICLE III - CLAUSE 3.01 - RELIEF FOOT PATROL WORKER

The Union and the Corporation agree to the following procedure with regards to the hiring of Relief Foot Patrol Worker(s) (Sanitation) to be used for relief only, on an "on call basis", as follows:

1. Relief Foot Patrol Worker(s) (Sanitation) will become Union members and subject to dues deductions as per the agreed formula.
2. Relief Foot Patrol Worker(s) (Sanitation) will not accumulate seniority, but will accumulate service for the sole purpose of seniority as defined in Article XXI, Clause 21.04, of this Agreement.
3. Relief Foot Patrol Worker(s) (Sanitation) who regularly work the standard number of hours per week (forty) will receive benefits as per conditions outlined in Article XXIII of this Agreement.
4. Relief Foot Patrol Worker(s) (Sanitation) will be entitled to Statutory Benefits.

RELIEF FOOT PATROL WORKER(S) (SANITATION)

SIGNED AT THUNDER BAY, ONTARIO THIS 4<sup>th</sup> DAY OF JUNE, 1993.

FOR THE CORPORATION

FOR THE UNION

*Garold McEwen*

*B. J. J.*

\_\_\_\_\_

*J. Longman*

GM/pb

## LETTER OF UNDERSTANDING

**BETWEEN:**

THE CORPORATION OF THE CITY OF THUNDER BAY  
Hereinafter referred to as the "Corporation"

**AND:**

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)  
OUTSIDE BARGAINING UNIT  
Hereinafter referred to as the "Union"

## RE: INDOOR ARENA RELIEF OPERATORS

- A) Where it is necessary to temporarily replace regular Indoor Arena Operators on a short term basis (1 day only) the following procedure will be used to obtain replacements:
1. Operators from the same arena will be asked if they will work . . . if no response then . . . .
  2. Operators from other arenas will be asked if they will work, (a list of employees who have indicated they will be willing to do relief work will be drawn up and only these employees will be phoned). . . . if no response then . . . .
  3. C.U.P.E. O/S members who are currently on lay-off who have been trained in the operation of machinery necessary for operating an indoor arena will be asked if they will work. . . . if no response then . . . .
  4. Employees from the pool of Indoor Arena Relief Operators will be called in to work.
- B) ~~Where~~ it is necessary to temporarily replace regular Indoor Arena Operators on a longer term basis (2 days - 17 weeks) the following procedure will be used to obtain replacements:

## Indoor Arena Relief Operators

1. C.U.P.E. O/S members who are currently on lay-off will be provided with one day training in the operation of an indoor arena unless they are already qualified at that job. Only the number of employees necessary to provide relief back-up will be trained. This number will be at the discretion of the Superintendent of Arenas and Stadia. (This provision will only apply during the period the Indoor Arenas are in operation.)
2. Should there be no employees on lay-off able and willing to do the work required, replacements will be chosen from the pool of Indoor Arena Relief Operators.

## NOTE:

In the event an employee is used for relief operation who was on lay-off and the employee is recalled to his previous position, the employee must return to that position and his place will be taken by the next senior qualified employee on lay-off or by a member of the pool of Indoor Arena Relief Operators, whichever is appropriate.

Where a laid-off employee is used, that employee will be paid at the Indoor Arena Operator rate.

In the case of currently employed Operators or employees on lay-off, calls will be made on a seniority basis to determine their availability for relief work. Only one attempt will be made by telephone to contact an employee for relief work. If the employee is not available or does not answer the call, the next eligible employee will be called.

Indoor Arena Operators shall be granted accumulated lieu days off upon request during normal\* weekly scheduling.

Furthermore, without prejudice, Indoor Arena Operators will be allowed the option of pay in accordance with Clause 18.03 or straight time pay for Statutory Holidays and two (2) days off in lieu of the overtime pay or pay for the overtime and one (1) day off in lieu of the Statutory Holiday.

**Indoor Arena Relief Operators**

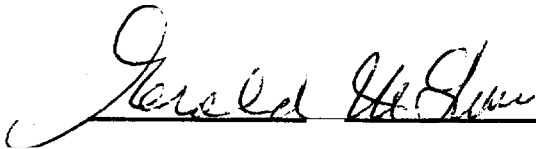
**Indoor Arena Relief Operators shall be used to cover off the lieu days granted. This Clause to be administered by 18.09 of the Collective Agreement.**

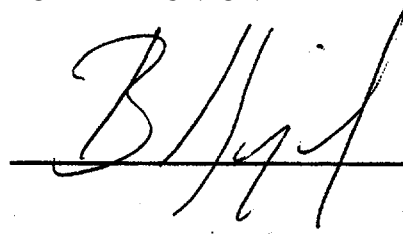
**\*Normal weekly scheduling does not include major events when regular arena operators are required by Management to be on duty.**

SIGNED AT THUNDER BAY, ONTARIO, THIS 4<sup>th</sup> DAY OF JUNE, 1993.

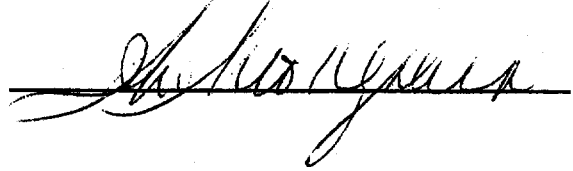
FOR THE CORPORATION

FOR THE UNION

  
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GM/pb

LETTER OR UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY  
Hereinafter referred to as the "Corporation"

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)  
OUTSIDE BARGAINING UNIT  
Hereinafter referred to as the "Union"

RE: ARTICLE XXI - CLAUSE 21.04

The Union and the Corporation agree that Clause 21.04 of the Outside Workers Agreement is intended to mean that:

- 1) Short term vacancies on a day-to-day basis will be filled by the senior qualified employee in the section and area of work.
- 2) Scheduled vacation and short term illness or Leave of Absence vacancies will be filled by the senior qualified employee in the section (up to seventeen (17) weeks).
- 3) Long term temporary vacancies will be posted in accordance with Article XXI and Clause 21.04 (beyond twelve (12) weeks), and filled by the seventeenth (17th) week.

SIGNED AT THUNDER BAY, ONTARIO THIS 4th DAY OF JUNE, 1993.

FOR THE CORPORATION

FOR THE UNION

[Signature]

[Signature]

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[Signature]

GM/pb

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY  
Hereinafter referred to as the "Corporation"

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)  
OUTSIDE BARGAINING UNIT  
Hereinafter referred to as the "Union"

RE: INTERPRETATION OF ARTICLE xv - CLAUSE 15.14

The following will confirm, without prejudice, our position relative to the above-noted:

For the purpose of clarification, the interpretation of Article XV - Clause 15.14 shall mean a minimum of four (4) hours pay at straight time rates for overtime worked at Mountain View Cemetery.

SIGNED AT THUNDER BAY, ONTARIO THIS 4<sup>th</sup> DAY OF JUNE, 1993.

FOR THE CORPORATION

FOR THE UNION

*Gerald McNamee*

*B. Hill*

\_\_\_\_\_

*Shirley...*



## LETTER OF UNDERSTANDING

**BETWEEN:**

THE CORPORATION OF THE CITY OF THUNDER BAY  
 Hereinafter referred to as the "Corporation"

**AND:**

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)  
OUTSIDE BARGAINING UNIT  
 Hereinafter referred to as the "Union"

RE: ARTICLE XXXIV - CLAUSE 34.01 - CANADA GAMES COMPLEX -  
JANITOR - HANDYMAN RELIEF STAFF

Without prejudice, this is not to be construed as a precedent elsewhere:

- A) Where it is necessary to temporarily replace regular Janitor-Handyman on a SHORT TERM BASIS (one day only), the following procedure will be used to obtain replacements:
- i) Janitor-Handyman from the Canada Games Complex maintenance staff will be used if they will work. If no response, then . . . .
  - ii) Employee(s) from the pool of Canada Games Complex Janitor-Handyman relief staff will be called to work.

## JANITOR-HANDYMAN RELIEF STAFF (CANADA GAMES COMPLEX)

- B) Where it is necessary to replace Janitor-Handyman on a LONG TERM BASIS (up to 12 weeks), employees from the pool of Canada Games Complex Janitor-Handyman relief staff will be called to work effective from the 1st day of the replacement period, long term temporary vacancies beyond 12 weeks will be posted in accordance with Article XXI and Clause 21.04.
- c) Regular Janitor-Handyman will be allowed:
- i) The option of pay in accordance with Clause 18.03, or,
  - ii) Straight time pay for hours worked on a statutory holiday and two (2) days off in lieu of the overtime pay, or,
  - iii) Double time for hours worked on a statutory holiday and one (1) day off in lieu of the statutory holiday.

Lieu days may be allowed to accumulate and may be taken in blocks of five (5) days within a three (3) month period following the accumulation.


Janitor-Handyman relief staff shall be used to cover for the lieu days granted.

- d) Janitor-Handyman relief staff shall be paid as per Schedule "A" - Janitor-Handyman classification, and will be entitled to statutory benefits. Four percent (4%) vacation pay will be paid on each pay cheque,

Janitor-Handyman relief staff will not accumulate seniority. Union dues will be deducted as per the agreed formula.

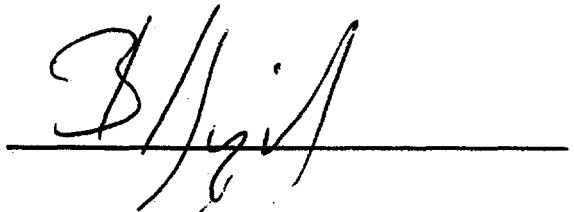

SIGNED AT THUNDER BAY, ONTARIO THIS 4th DAY OF JUNE, 1993.

FOR THE CORPORATION



GM/pb

FOR THE UNION

**LETTER OB UNDERSTANDING****BETWEEN:**

THE CORPORATION OF THE CITY OF THUNDER BAY  
Hereinafter referred to as the "Corporation"

**AND:**

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)  
OUTSIDE BARGAINING UNIT  
Hereinafter referred to as the "Union"

**RE: RELIEF WATCHMEN**

The Union and the Corporation agree to the following procedure in regard to the hiring of part-time RELIEF WATCHMAN, to be used as relief only, on an "on-call" basis, as follows:

1. Employment of the Relief Watchmen will not interfere with overtime hours available to full-time Watchmen.
2. The opportunity of working overtime will first be offered to the full-time Watchmen before Relief Watchmen are called in.
3. Relief Watchmen will become initiated members of the Union and pay the required membership fee.
4. Union dues will be assessed at the rate of \$9.00 per month. (The Union reserves the right to re-examine this rate of payment of dues.)
5. Relief Watchmen shall not accumulate seniority or sick leave benefits.
6. Relief Watchmen will be paid four percent (4%) Vacation Pay.

## RELIEF WATCHMEN

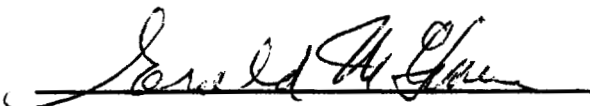
7. Relief Watchmen who work ~~Statutory Holidays~~ will be paid as per the C.U.P.E. (Outside Workers) Local 87 Agreement, regardless of whether or not the employee worked the day prior to, or following the holiday.

Relief Watchmen who do not work the ~~Statutory Holidays~~ will be paid according to the Employment Standards Act which states: "An Employee does not qualify for a paid holiday if the employee:

- a) is employed for less than three (3) months;
  - b) does not work on twelve (12) days of the four (4) weeks preceding the holiday.
  - c) does not work on his or her regular day of work preceding and following the holiday;
  - d) having agreed to work on a public holiday, does not report for and perform the work without reasonable cause."
8. The Corporation will monitor the number of hours worked by Relief Watchmen over a one (1) year period, and will re-assess the program at that time.
9. The terms of this Letter of Understanding between the Union and the Corporation are open to further discussion at any time deemed necessary by either party.

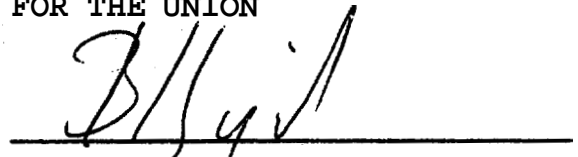
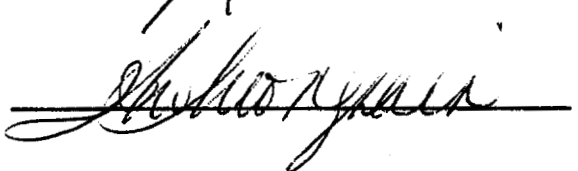
SIGNED AT THUNDER BAY, ONTARIO THIS 4th DAY OF Feb, 1993.

FOR THE CORPORATION



GM/pb

FOR THE UNION

**LETTER OF UNDERSTANDING****BETWEEN:**

THE CORPORATION OF THE CITY OF THUNDER BAY  
Hereinafter referred to as the "Corporation"

**AND:**

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)  
OUTSIDE BARGAINING UNIT  
Hereinafter referred to as the "Union"

**RE: SCUBA WORK - CANADA GAMES COMPLEX**

The Union and the Corporation agree to the following procedure in regard to SCUBA work at the Canada Games Complex:

Recognizing that SCUBA work entails unique skills and qualifications, Janitor-Handyman and Leadhand employees performing such work during their regular working hours will be paid time and one-half (1 1/2) their regular Schedule "A" rate. SCUBA WORK WILL INCLUDE:

- a) fifteen (15) minute preparation time;
- b) actual time spent in the water;
- c) fifteen (15) minute equipment clean-up time.

SCUBA work performed during premium hours will be paid as follows:

- a) the applicable overtime rate based on the regular rate: PLUS,
- b) one-half (1/2) hour for every hour "worked" (as described above), or any portion thereof.

Wherever possible, SCUBA work will be scheduled during regular working hours. Training and equipment will be provided by the Corporation.

SCUBA WORK - CANADA GAMES COMPLEX

SIGNED AT THUNDER BAY, ONTARIO THIS 4<sup>th</sup> DAY OF JUNE, 1993.

FOR THE CORPORATION

*David McAllen*

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GM/pb

FOR THE UNION

*B. Hill*

*W. Thompson*

LETTER OF UNDERSTANDING

**BETWEEN:**

THE CORPORATION OF THE CITY OF THUNDER BAY  
Hereinafter referred to as the "Corporation"

**AND:**

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)  
OUTSIDE BARGAINING UNIT  
Hereinafter referred to as the "Union"

**RE: MEAL ALLOWANCE**

Employees entitled to meals under the Collective Agreement will be reimbursed up to seven dollars and fifty cents (\$7.50) per evening meal; five dollars (\$5.00) per breakfast meal and allowed paid time to eat it.

Employees will pay for his own meal and be reimbursed through his Supervisor upon presentation of a signed receipt.

Prior Notice as referred to in Clause 15.18 shall be defined as notification prior to completion of the employees previous regular shift,

SIGNED AT THUNDER BAY, ONTARIO THIS 4th DAY OF JUNE, 1993.

FOR THE CORPORATION

FOR THE UNION

*Robert McQueen*

*J. H. [Signature]*

\_\_\_\_\_

*[Signature]*

GM/pb

LETTER OF UNDERSTANDING

**BETWEEN:**

THE CORPORATION OF THE CITY OF THUNDER BAY  
Hereinafter referred to as the "Corporation"

**AND:**

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)  
OUTSIDE BARGAINING UNIT  
Hereinafter referred to as the "Union"

**RE: PROMOTIONS, TRAINING AND JOBS CONDITIONS**

The parties agree to the desirability to amend the Collective Agreement in the above-noted areas.

Therefore, the Negotiating Committees of both parties will continue to discuss these issues after the signing of this Agreement with a view towards reaching consensus on these issues as soon as possible. Should an agreement not be reached, current Collective Agreement provisions shall prevail.

SIGNED AT THUNDER BAY, ONTARIO THIS 4th DAY OF JUNE, 1993.

FOR THE CORPORATION

Gerald McNamee

\_\_\_\_\_

FOR THE UNION

[Signature]

[Signature]

GM/pb



LETTER OF UNDERSTANDING

**BETWEEN:**

THE CORPORATION OF THE CITY OF THUNDER BAY  
Hereinafter referred to as the "Corporation"

**AND:**

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)  
OUTSIDE BARGAINING UNIT  
Hereinafter referred to as the "Union"

**RE REDUCING ABSENTEEISM AND MODIFIED/REHAB EMPLOYMENT**

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SIGNED ' THUNDER BAY, 'ARIO THIS 4th DAY OF IE, 1993

FOR THE CORPORATION

*David McNamee*

FOR THE UNION

*B. J. A.*

*John Longman*

GM/pb

## LETTER OF UNDERSTANDING

**BETWEEN:**

THE CORPORATION OF THE CITY OF THUNDER BAY  
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**AND:**

THE CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E., LOCAL 87)  
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Hereinafter referred to as the "Union"

**RE: BANKING OF OVERTIME**

The Corporation agrees to the banking of overtime under the following conditions:

- 1) A maximum of twenty-four (24) hours may be accumulated per year (i.e. one (1) year refers to January 1 to December 31).
- 2) Accumulated time will be based on the applicable premium rates.
- 3) Lieu time will be taken at a time agreeable between the employee and his supervisor or paid out on written request of the employee.
- 4) The employee shall signify his intent to bank immediately upon completion of working time.
- 5) Banked time will not be used to extend vacation periods.
- 6) Standby time is not included in the accumulation.
- 7) Time off will be taken in a minimum of four (4) hour blocks.
- 8) Any banked time left on December 31, each year must be either used or paid out by January 31 of the following year.

SIGNED AT THUNDER BAY, ONTARIO THIS 4th DAY OF JUNE, 1993.

FOR THE CORPORATION

Gerald McNamee

GM/pb

FOR THE UNION

B. Hill  
W. Thompson

This letter will expire with the current collective agreement and may be extended or renewed upon agreement between the parties.

APPENDIX "A" - TO BE ATTACHED TO AGREEMENT

OPERATOR AND MAINTENANCE & RELIEF OPERATOR WORK SCHEDULE

AT WATER POLLUTION CONTROL PLANT

POSITION	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
Operator	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-				
Operator	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-				
Operator	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-					
Maintenance & Relief Operator	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-				
Maintenance & Relief Operator	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-				
Maintenance & Relief Operator	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-	X	X	X	X	X	-	-

**O** -- Duty Operator  
**-** -- Rest Day  
**S** -- Service Operator Duties As Per Schedule  
**H** -- Statutory Holiday

**V** -- Vacation  
**X** -- X Duty  
**A** -- Assigned  
**M** -- Maintenance Schedule