

SOURCE	CITY		
EFF.	88	04	01
TERM.	89	03	31
No. Of EMPLOYEES	165		
NOMBRE D'EMPLOYÉS	165		

1988 - 1989 COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF BRAMPTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL #831 (OFFICE UNIT)

APRIL 1, 1988 - MARCH 31, 1989

MAR 14 1989

0809702

INDEX

1988 - 89 COLLECTIVE AGREEMENT

CITY OF BRAMPTON - OFFICE UNIT

C.U.P.E. LOCAL UNION #831

	<u>ARTICLE</u>	PAGE
Arbitration	11	9
Assignments - Job	Schedule I Item #2 (notes)	32
Benefits/Insurance	19	19
Bereavement Leave	15.05	15
Check Off Union Dues	4	3
Classifications, & Rates of Pay	Schedule I	29
Clothing & Protective Wear	23	21
Coffee Breaks/Rest Periods	24	22
Credit Union Deductions	27	23
Discharge Procedure	10.05	8
Discipline & Records	14	14
Duration of Agreement	31	(27)
Gender	2.02	2
Grievance Committee	8	5
Grievance Procedure	10	6
Grievance - Policy	10.06 & 10.07	8
Hiring Rate	Schedule I	29
Hours of Work & Overtime	16	16
Information to the Union	30	27
Injury Allowance	22	21

	<u>ARTICLE</u>	<u>PAGE</u>
Insurance Benefits	19	19
Job Postings/Promotions	13	13
Job Assignments	Schedule I Item #2 (Notes)	32
Jury & Witness Duty Leave	15.06	14
Labour - Management Committee	29	26
Lay-Off/Recall Procedure	12.04	11
Leave of Absence - Personal and Union Time Off	15	14
Letter of Understanding	Attached to Agreement	After Page 32
Management Rights	6	4
Meal Allowance	16.03(b)	17
Negotiating Committee	7	4
Overtime Regulations	16.03	17
Paid Holidays	18	18
Pay Days	25	22
Pension Plan	20	20
Phone-In	17	18
Policy Grievances	10.06 & 10.07	8
Purpose of Agreement	1	1
Promotions/Job Postings	13	12
Qualifications	9	5
Rates of Pay	Schedule I	29
Recall/Lay-Off Procedure	12.04	11

	<u>ARTICLE</u>	PAGE
Recognition	2	2
Relationship	3	3
Rest Periods/Coffee Breaks	24	22
salary Schedule I - Weekly Salaries, etc.	Schedule I	29
Seniority/Job Postings/Promotions	12 & 13	10
Seniority - Lay-off & Rehiring	12	10
shift Premiums	Schedule I Item #4 (Notes)	32
Shoe/Safety	23.04	22
Sick Leave Plan	21	21
signing Page	-	28
Statutory/Paid Holidays	18	18
strikes & Lockouts	5	4
Transfers - See Job Assignments	Schedule I Item #2 (Notes)	32
Tuition Fees	26	22
Union Executive & Representation	28	23

Expiry Date: March 31, 1989
(Office Unit)

THIS AGREEMENT made this 16th day of June, 1988

between

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

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, C.L.C.
AND ITS LOCAL UNION #831, (OFFICE UNIT)
(hereinafter called the "Union")

ARTICLE 1 PURPOSE

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

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

NOW **THEREFORE**, this Agreement witnesseth that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 2 RECOGNITION

- 2.01 The Corporation recognizes the Union as the exclusive bargaining agent for all office employees of the Corporation save and except
Managers, Superintendents, Supervisors, Foremen and persons above these ranks as well as City Clerk, Senior and Intermediate-City Clerk's Assistants: Legal Department Staff; Human Resources -Personnel, Labour Relations and Safety Specialists: Information Officer; Secretary to the Director of Business Development; Professional Engineers: Chief Buyer; Utility Contract Administrator: Co-ordinators: Administrative Assistants, Animal Shelter Technician: Senior Property Standards Officer, Insurance Administrator; Concessionaires, Secretarial and Clerical/Administrative Staff working directly for the Chief Administrative Officer, the Mayor, Councillors, Aldermen: Commissioners Secretaries; the Fire Chief's Secretary; City Clerk's Secretary: Secretary to the Director of Parks; Secretary to the Director of Recreation: Secretary to the Director of Building; persons regularly employed for not more than twenty-four (24) hours per week: Temporary employees; Students on a co-operative training program from any educational institute: students employed during the school vacation periods -April 15th through to September 15th and during Winter and Spring school breaks; and persons covered by subsisting collective agreements.

2.02 Gender

In this Agreement, wherever the masculine gender is used it shall be construed to be the masculine or feminine as the context requires.

ARTICLE 3 RELATIONSHIP

- 3.01 The parties hereto mutually agree that any eligible employee of the Corporation covered by the certificate may become a member of the Union, or may refrain from becoming a member of the Union.

ARTICLE 3 RELATIONSHIP (cont'd)

- 3.02 The Corporation agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by the Corporation, or by any of its representatives with respect to any employee because of membership in or connection with the Union, and that membership in the Union will not be discouraged.
- 3.03 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practised upon employees of the Corporation, or by any of its members or representatives, and that there will be no solicitation for membership or other Union activity at the place which an employee works during his working hours, except as is provided for under this Agreement.
- 3.04 Supervisory and Management personnel shall not work on jobs normally performed by bargaining unit personnel to such an extent that it will cause the lay-off of persons within the bargaining unit except in cases of emergency or when regular qualified employees are not immediately available.

ARTICLE 4 CHECK OFF

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

ARTICLE 5 NO STRIKES OR LOCK-OUTS

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

ARTICLE 6 MANAGEMENT RIGHTS

The Union recognizes that it is the right of the Corporation to generally manage the affairs of the Municipality including the right to maintain order, discipline and efficiency, to hire, discharge, transfer, promote, demote and suspend employees provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employee who has completed his probationary period has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 7 NEGOTIATING COMMITTEE

- 7.01 The Corporation will recognize a negotiating committee of not more than five (5) employees plus the President of the Local Union and the Corporation will deal with the said committee in all matters which are properly the subject of negotiations during the term of this Agreement.
- 7.02 The Corporation agrees that the negotiating committee may have the assistance of a duly accredited representative of the National Union in negotiations with the Corporation.

ARTICLE 8 GRIEVANCE COMMITTEE

- 8.01 The Corporation acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of four (4) employees to assist employees in presenting their grievances to representatives of the Corporation.

ARTICLE 8 GRIEVANCE COMMITTEE (cont'd)

- 8.02 For purposes of representation under Article 10 (Grievance Procedure) there shall be a Steward, elected or appointed by the Union, to represent each area as agreed to by the parties. Before leaving his regular employment duties to engage in processing of grievances within his zone of operation, the Steward shall obtain permission to leave his work from the appropriate immediate Supervisor. Such permission shall not be unreasonably sought or withheld. There shall be four (4) stewards, one steward to represent each of the following geographical areas: first (1st) floor of the Civic Centre building; second (2nd) floor of the Civic Centre building; third (3rd) floor of the Civic Centre building; basement of the Civic Centre building as well as facilities, fire and works.
- 8.02 The number of stewards may be altered by agreement in writing between the parties.

ARTICLE 9 QUALIFICATIONS

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

ARTICLE 10 GRIEVANCE PROCEDURE

- 10.01 A grievance under this Agreement shall be defined as any difference or dispute concerning the interpretation, application, administration or alleged violation of this Agreement provided that such grievance is raised as a grievance in accordance with this Article within fifteen (15) working days after the occurrence of the circumstances which gave rise thereto.
- 10.02 If an employee has a complaint, he shall discuss it first with his immediate Supervisor, and failing settlement within six (6) working days, it may be taken up as a grievance in accordance with the following procedure: (Note: In cases where the employee's immediate Supervisor is the Department Head, the procedure shall commence at Step 2).

ARTICLE 10 GRIEVANCE PROCEDURE (Cont'd)

Step 1

The aggrieved employee, who may be accompanied by the Department Steward at the employee's option, shall present his written grievance to his immediate supervisor. The nature of the grievance, the Article(s) of the Agreement that has been allegedly misapplied or misinterpreted and the relief or remedy sought shall be clearly set out in the grievance. The parties agree that the grievance shall not be denied solely on the basis that the article(s) was not correctly identified. The Supervisor shall give the employee a written answer to the grievance within four (4) working days and a copy of the answer will be sent to the Department Steward.

Step 2

Failing settlement in Step 1, as set forth above, within four (4) working days following receipt of the reply in Step 1 the aggrieved employee, together with the Departmental Steward and the Chief Office Steward, if requested by the Union, may present the grievance to the employee's Department Head. The Department Head will discuss the grievance with the employee and the steward(s). A written answer will be given to the Steward by the Department Head within five (5) working days after discussion of the grievance at this step.

Step 3

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

ARTICLE 10 GRIEVANCE PROCEDURE (Cont'd)

- 10.03 If final settlement of the grievance is not attained in Step 3, and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, either party may refer the grievance to arbitration as provided in Article II of this Agreement provided that the request for arbitration is made within ten (10) working days after receipt of the reply in Step 3.
- 10.04 Should any grievance not be submitted within the time limits specified in this Article, it will be considered to have been settled on the basis of the Corporation's last reply to the grievance. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to process the matter to the next stage including arbitration.
- The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties. Saturdays, Sundays, and holidays will not be counted in determining the time in which any action is to be taken.
- 10.05 A claim by an employee who has completed his probationary period that he has been discharged without reasonable cause shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer or his delegate within four (4) working days after the employee is discharged. Such grievance shall commence at Step 3 of the Grievance Procedure.
- 10.06 Union Policy Grievance
The Union may file a "Policy Grievance" at Step No. 3 of the Grievance Procedure. A "Policy Grievance" is one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature and scope of the subject matter, could not be handled as an employee grievance commencing at Step No.1. Such "Policy Grievance" shall be signed by the Chairman of the Union's Grievance Committee and by the President of the Local Union.

ARTICLE 10 GRIEVANCE PROCEDURE (Cont'd)

- 10.07 Management Policy Grievance
The Corporation may file a Policy Grievance signed by the Chief Administrative Officer at Step 3 of the grievance procedure. The Corporation Policy Grievance shall be defined as a difference or dispute concerning the interpretation, application, administration, or an alleged violation of this Agreement provided it is filed as a grievance within fifteen (15) working days after occurrence of the circumstances that gave rise thereto.
- The Union President or his delegate shall reply in writing within five (5) working days of receipt of the Corporation's policy grievance.
- 10.08 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the parties.
- 10.09 Decisions arrived at between the Corporation and the Union on the disposition of any specific employee, Union or Corporation grievance shall be final and binding upon the Corporation, the Union and the employee or employees concerned,
- 10.10 A grievance arising out of a job posting for a position in another department shall be submitted to the Human Resources Division to be directed to the appropriate supervisor for disposition at Step 1.

ARTICLE 11 ARBITRATION

- 11.01 When either party hereto requests that a grievance be submitted to Arbitration, such request shall be made in writing, within the time limits specified in Article 10.03 above, addressed to the other party, and, at the same time, nominating an arbitrator. Within five (5) working days thereafter, the Union or the Corporation, as the case may be, shall nominate its arbitrator.

ARTICLE 11 ARBITRATION (Cont'd)

- 11.02 The two arbitrators so nominated shall, within five (5) working days, attempt to select by agreement a Chairman of an Arbitration Board. If they are unable to agree upon such Chairman within one (1) further working day, then they shall request the Minister of Labour of the Province of Ontario to appoint a Chairman.
- 11.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.04 Each party will bear the expense of the arbitrator appointed by it and will jointly bear the expense, if any, of the Chairman of the Arbitration Board.
- 11.05 No matter may be submitted to arbitration which has not been properly carried through all previous stages of the Grievance Procedure.
- 11.06 The arbitrators or the Arbitration Board shall not be authorized to alter, modify or amend any part of this Agreement, to make any decision inconsistent therewith nor to deal with any matter not covered by this Agreement.
- 11.07 The decision of the majority of the Board will be final and binding upon the parties, but should a majority decision not be possible, then the decision of the Chairman will be final and binding.
- 11.08 The Board of Arbitration shall have the power to dispose of any discharge or discipline grievance by any arrangement which, in its opinion, is just and equitable.
- 11.09 Time limits fixed in this Article may be extended by mutual agreement in writing between the parties.

ARTICLE 11 ARBITRATION (Cont'd)

- 11.10 Where both parties agree, a single Arbitrator who shall have the same powers as a Board of Arbitration, may be substituted for a Board of Arbitration. In such cases the parties shall endeavour to agree on the selection of an Arbitrator. In the event the parties are unable to agree, a Board of Arbitration shall be constituted in accordance with Clauses 11.01, 11.02 and 11.03.

ARTICLE 12 SENIORITY

- 12.01 The purpose of this Article is to provide employees with as large a measure of security as possible, based on their continuous employment with the Corporation.
- 12.02 An employee shall be considered a probationary employee until he has worked a total of sixty (60) days from his last date of hire or longer if mutually agreed upon by the parties and during this period he shall have no seniority rights. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis. Probationary employees shall not have the right to lodge a grievance relating to termination during their probationary period.
- 12.03 On successful completion of the probationary period, an employee shall be placed on regular staff, his name shall be placed on the seniority list and the employee's seniority date shall be his date of last hiring by the Corporation. Such seniority date shall be used in determining preference or priority for promotions, transfers, lay-offs and recalls as outlined in this Article 12, provided the employee concerned has the skill and ability to satisfactorily perform the work in question. Seniority shall operate on a bargaining unit wide basis. Employees acquiring seniority on the same date shall be added to the seniority list in order of the date of receipt of the employment application.

ARTICLE 12 SENIORITY

- 12.04 When undertaking an indefinite lay-off such lay-offs shall be in reverse order of seniority provided the remaining employees in the affected Department(s) can satisfactorily perform the required work. Recalls from lay-offs shall take place in reverse order to lay-offs.
- 12.05 An employee shall lose seniority and his employment shall be deemed to be terminated for the following reasons:
1. voluntary resignation.
 2. Discharge for just cause.
 3. Failure to return to work after a lay-off within five (5) working days after proper notification by registered letter at the last address provided by the employee to the Corporation.
 4. Lay-off in excess of six (6) months.
 5. Absence from work for twenty-four (24) months due to accident or illness; or becomes totally and permanently disabled.
 6. Absence from work without leave of absence being granted by, or an explanation being given satisfactory to, the Corporation for an absence of three (3) working days or over.
- 12.06 No employee shall be transferred out of the bargaining unit without his consent. Any employee who is transferred outside the bargaining unit, or has been absent for a continuous period of less than twenty-four (24) months due to an accident or illness, and is subsequently returned shall be credited with full seniority but shall not use such seniority to displace another employee at the time of his return.

ARTICLE 13 JOB POSTING

13.01 The Corporation agrees to post all job vacancies or new positions for a period of five (5) working days on bulletin boards located in a conspicuous place in each Department so that all employees may have the opportunity of making application therefor. All job postings shall contain the nature of the position and the salary range. All job vacancies must be posted within twenty (20) working days following such vacancy.

If no posting is made within this time period, the Corporation shall advise the Union within five (5) days following the expired time period of their intention, i.e. redundancy, etc.

13.02 Following receipt of the applications as a result of a posting under 13.01 above, Management shall conduct interviews of the applicants in seniority order. The Corporation shall advise the successful applicant within thirty-five (35) working days from the date of posting and each applicant shall be advised of the name of the person selected.

If the Corporation has been unable to complete their selection process within the thirty-five (35) working day period they shall advise the applicants in writing the reasons for the delay in making the decision.

13.03 In the event there is no qualified applicant for a posted position, Management may select one of the applicants for a trial period of twenty (20) working days but if, during such trial period, such employee is unable or unlikely to qualify for the new position he shall be returned to his former position at his former rate. The position of the employee on a trial period shall not be posted until the employee on trial has successfully qualified for the originally posted position.

13.04 Notwithstanding Article 12.02, the Corporation may hire a temporary employee to replace a regular employee who is on an approved leave of absence, compensable or non-compensable sickness or accident, or hired for a definite term or task, for a period of

ARTICLE 13 JOB POSTING (Cont'd)

- 13.04 not more than six (6) months, or longer with the agreement of the Union, and the temporary employee shall not be a member of the bargaining unit. The termination of a temporary employee shall be at the sole discretion of the Corporation. This paragraph does not preclude the Corporation from hiring part-time employees or students.

The hiring of a temporary employee to work in a classification as outlined in Schedule I shall not cause the lay-off of regular employees in that classification.

An employee hired as a temporary employee shall be advised at the time of his hiring of his temporary status and the estimated duration of his employment. The Corporation shall advise the Union of the hiring of temporary employees, the task to be performed and the anticipated duration.

ARTICLE 14 DISCIPLINE AND RECORDS

- 14.01 An employee who has completed his probationary period and who is called to a meeting by his Supervisor or other Management person for the purpose of receiving written disciplinary action, a disciplinary suspension or discharge shall be advised of the purpose of the meeting and shall have the right to request the presence of a Union representative. All lesser disciplinary action shall be conducted on a one-to-one basis between the immediate supervisor and the affected employee.
- 14.02 A copy of any written disciplinary action which is placed on the employee's personnel file will be given to the employee.
- 14.03 Copies of any written disciplinary action which have been placed in an employee's personnel file shall be removed from that file when the employee has completed two (2) years with a clear disciplinary record, from the date of last occurrence.
- 14.04 An employee shall have the right to request an appointment for the purpose of inspecting his personnel file.

ARTICLE 15 LEAVE OF ABSENCE

- 15.01 Personal Leave
The Department Head may grant leave of absence without pay to any employee who has applied for legitimate personal reason. During such leave of absence, if granted in writing, seniority shall continue to accumulate as though the employee were actually at work in his regular occupation.
- 15.02 Union Functions and Safety Committee Leave
Leave of absence without pay and without loss of seniority will be granted employees to attend functions of the Union, such as conventions, provided that such leave does not exceed a total of twenty-five (25) working man days per contract year.
- The Civic Centre Safety Committee Member or alternate may attend safety oriented functions - such attendance shall not reduce the twenty-five (25) working man days per year provided for Union leave, but in no event shall more than a total of five (5) man days per contract year be permitted to be used for such safety functions. The Chief Administrative Officer shall make the final decision as to whether an employee can be reasonably spared from his duties for either of these purposes. Such permission shall not be unreasonably withheld.
- An employee's regular daily salary shall be paid by the Corporation while in attendance at Union and Safety functions described above. The Union shall re-imburse the Corporation for such gross salaries paid out.
- 15.03 The Corporation agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry out negotiations with the Corporation or with respect to a grievance, they shall suffer no loss of pay for the time so spent.
- 15.04 Leave - public Affairs
The Corporation recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without loss of benefits so that the employee may be a candidate in federal, provincial, or municipal elections.

ARTICLE 15 LEAVE OF ABSENCE (Cont'd)

15.05 Bereavement Leave

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

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

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

15.06 Jury Duty

The Corporation shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court, except as a witness on his own behalf. The Corporation shall pay an employee his regular wages for time spent and the employee shall turn over to the Corporation any and all compensation received excluding travelling, meals and other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

ARTICLE 16 HOURS OF WORK AND OVERTIME

16.01 No Guarantee

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

ARTICLE 16 HOURS OF WORK AND OVERTIME (Cont'd)

- 16.02 Days and Hours of Work
- a) The normal hours of work for employees except, Construction Inspectors, shall be five (5) seven (7) hour days for a total of thirty-five (35) hours Monday through Friday inclusive.
 - b) Employees in the Parks and Recreation Department who perform the work of Facilities Clerks may be required to work a normal work week of Tuesday to Saturday inclusive on a rotating basis.
 - c) The normal hours of work for Construction Inspectors shall be five (5) eight (8) hour days for a total of forty (40) hours Monday through Friday inclusive.
- 16.03 Overtime Regulations
- a) Except as provided in sub-paragraphs (b) and (e) below, authorized overtime will be paid at the rate of time and one-half (1-1/2) for all time worked in excess of hours specified in Clause 16.02 above and for all time worked on a Sunday, and at the rate of two (2) times regular rates for all hours worked on the seventh (7th) day in a work week where an employee works seven (7) consecutive days.
 - b) An employee required to attend Planning and C.A.C. meetings outside their regular scheduled working hours shall be paid a minimum of two (2) hours at time and one-half (1-1/2).
 - c) An employee recalled to perform overtime work after he has left work for the day will be paid a minimum of three (3) hours at time and one-half (1-1/2).
 - d) Meal Allowance
Employees required to work more than two (2) hours overtime beyond their regular daily shift shall receive a six dollar (\$6.00) meal allowance.
 - e) Prior to June 15, 1976 certain employees of the Parks & Recreation Department who worked overtime in connection with registration procedures, were allowed "lieu-time" as opposed to premium payment outlined in Clause 16.03(a) above. Such practices will continue during the term of this Agreement.

ARTICLE 17 **PHONE IN**

When unable to report for work at their normal time, employees are required to advise their immediate supervisor or such other person as may be designated by the department heads of such inability prior to one (1) hour subsequent to the time of the office opening. Employees returning to work after an absence in excess of one (1) week, are required to advise their immediate supervisor at least two (2) days prior to estimated return. Exceptions to the above rules will be allowed under exceptional circumstances.

ARTICLE 18 **PAYMENT FOR HOLIDAYS**

18.01 When No Work Is Performed

Provided that the employee is at work on the required shift immediately prior to and subsequent to the holiday concerned unless the employee is absent on either of the required shifts due to illness or approved leave of absence providing such absence has not exceeded thirty (30) days, such employee shall receive pay at the regular number of hours of work at his regular rate of pay for the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	November 11th
Easter Monday	One-Half (1/2) day
	Christmas Eve
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	One-Half (1/2) Day
	New Year's Eve
Labour Day	

18.02 When any of the above listed holidays, except Remembrance Day, fall on a Saturday or a Sunday, such holidays shall be observed the previous Friday or the following Monday. In this regard, the Corporation will advise employees two (2) months in advance of the day of observance of the holiday unless the impact of local practice cannot be determined by that time. In such an event, the Corporation will notify the union and post on all bulletin boards, for the information of employees, that local practice cannot be determined and a minimum of one (1) month's advance notice of the observance of the holiday will be given in any event.

ARTICLE 18 PAYMENT FOR HOLIDAYS (Cont'd)

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

18.04 When Work Is Performed

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

ARTICLE 19 INSURANCE PLAN

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

- a) O.H.I.P.
- b) Healthguard
- c) Group Life for an amount equivalent to double (2) the employee's yearly gross pay taken to the higher \$1,000.00, for normal death and an amount equivalent to three (3) times the employee's yearly gross pay taken to the higher \$1,000.00, in the event of accidental death.
- d) A dental plan equivalent to the Blue Cross #9 comprehensive dental plan, including space maintainers, based upon the O.D.A. Fee Schedule as follows:
 - 1987 O.D.A. Fee Schedule effective March 1, 1988.
 - 1988 O.D.A. Fee Schedule effective March 1, 1989.
- e) Vision Care Plan - equivalent to the Blue Cross Vision Care Plan 125/24. Effective October 1, 1988 -Vision Care Plan -equivalent to the Blue Cross Vision Care Plan 150/24.
- f) Prescription Drug Plan - .35 cent per Prescription Drug Credit Card Plan.

ARTICLE 19 INSURANCE PLAN (Cont'd)

- 19.02 Only regular, full time employees shall be entitled to any of the Corporation's paid benefits identified in this section and Article 20 below.

ARTICLE 20 PENSION PLAN

The Corporation agrees to continue in operation the present Pension Plan with cost apportioned between the Corporation and employees as set out in the Plan.

Normal retirement is on the employee's sixty-fifth (65th) birthday, but employees may be given further employment on a year by year basis at the discretion of the Corporation.

ARTICLE 21 SICK LEAVE PLAN

- 21.01 Employees shall be allowed an accumulative sick leave credit of one and one-half (1-1/2) days per month. On severance for any reason, except on discharge for cause, after six (6) years of coverage under this plan, any unused credit in this sick leave allowance shall be paid for in cash for one-half (1/2) the number of days standing to an employee's credit at the rate of pay of the employee immediately prior to the severance and in any event, not in excess of one hundred and thirty (130) days. At the employee's request, the cash payment on severance may be held over to the next taxation year or any other future year within three (3) years of termination.
- 21.02 The Corporation reserves the right to ascertain the validity of sick pay claims or other absences for illness. Therefore, on request from the Corporation in advance, employees may be required to produce a doctor's certificate for any absence for illness, or may be required to submit to an examination by a doctor of the Corporation's choosing.

ARTICLE 22 INJURY ALLOWANCE

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

ARTICLE 23 CLOTHING AND PROTECTIVE WEAR

- 23.01 The Corporation shall continue to supply uniforms and protective clothing to Public Works Construction Inspectors as per the current policy - see "Letter of Intent - No. 1 - Public Works Construction Inspectors Clothing Policy" attached to this Agreement.
- 23.02 The Corporation shall, where required, supply protective clothing to employees - see "Letter of Intent - No. 2 - Protective Wear Policy" attached to this Agreement.
- 23.03 Plano Safety Glasses will be provided also - C.S.A. Standard Z94.3-1969.
- 23.04 The Corporation shall provide the sum of eighty dollars (\$80.00) per annum, payable in July each year, to each employee normally required to wear safety footwear. These employees are required to purchase and wear appropriate footwear at all times while at work. All safety footwear - rubber boots, safety boots or safety shoes shall be equivalent to or exceed the Grade 1 green patch standard as outlined in the Canadian Standards Association's Standard on Protective Footwear Z195-M194 unless such other standards are established and published by the Joint Health and Safety Committee.
- 23.05 The Occupational Health and Safety Act of Ontario, Sections 83, 84, 85 and 86 requires that where a worker is exposed to injury to head, eyes and/or feet such worker shall wear protection appropriate in the circumstances.

ARTICLE 24 COFFEE BREAKS/REST PERIODS

Coffee breaks and rest periods will be strictly controlled so as to prevent abuse. Coffee breaks or rest periods in any case will be limited to ten (10) minutes per half shift.

ARTICLE 25 PAY DAYS

Employees will be paid every other Thursday. The Union will be consulted prior to any change in the pay day or pay period.

ARTICLE 26 TUITION FEES

- 26.01 Where the Corporation deems it necessary to send an employee to an educational or training course/seminar in the interest of the Corporation, and where such course/seminar is related to the activities within the Department in which the employee is engaged, attendance at such course/seminar shall involve no expense to the employee concerned for tuition fee, books, transportation, meals and out-of-pocket expenses directly related to the course/seminar and his salary while on course/seminar shall continue.
- 26.02 Where the Corporation deems it necessary for an employee to take a training course/seminar in the interest of the Corporation through correspondence and involving no absence from his regular duties, participation in such course/seminar shall involve no expense to the employee concerned for tuition fee, books, etc.
- 26.03 With prior approval for a course/seminar related to the employee's job, the Corporation will pay fifty percent (50%) of the Tuition fees of such approved course/seminar on satisfactory completion of such course/seminar.
- 26.04 Where an employee attends an educational or training course/seminar and is reimbursed for his expenses therewith which exceed \$500.00 per course/seminar excluding salary, the employee shall agree to remain with the Corporation as an employee for a period of one (1) year following the completion of the course/seminar. Should an employee cease to fulfill the requirement anytime within the year period, he shall reimburse the Corporation at the rate of eight percent (8%) of the cost incurred for each month of the year for which the requirement is not fulfilled.

ARTICLE 27 CREDIT UNION DEDUCTIONS

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

ARTICLE 28 VACATION PLAN

- 28.01 The Corporation recognizes the need for rest and recreation on the part of its employes and has, therefore, provided the Vacation Plan outlined in the following paragraphs. Vacations are allowed as a period of change and rest for the good of the employee and the Corporation alike. Therefore, continuous service without vacation, but with extra compensation, is not regarded as good policy, and no employee may make such election.
- 28.02 Entitlement for annual vacation shall be based upon the length of continuous service on June 30th in the vacation year. Vacation shall be scheduled during the period January 1st to December 31st each year. Vacation credits may not be accumulated and carried over into the next year.
- 28.03 Employees within the bargaining unit shall be granted vacation as indicated below and the vacation salary paid for scheduled vacation periods shall be based upon an employee's regular weekly base salary which will not include shift premiums, overtime premiums, alternate pay! or any other premiums, except as otherwise noted in i) and ii) below.

A vacation week shall consist of five (5) seven (7) hour working days for employees except Construction Inspectors whose vacation week shall consist of five (5) eight (8) hour working days.

A vacation week shall consist of one (1) seven (7) hour working day for employees except Construction Inspectors whose vacation day shall consist of one (1) eight (8) hour working day.

- i) Employees with less than one (1) year of continuous service as of June 30th of any year shall receive vacation allowances according to the Employment Standards Act of the Province of Ontario.

In addition, vacation time off shall be based on one (1) day per month of service to June 30th to a maximum of two (2) weeks of time.

ARTICLE 28 VACATION PLAN (Cont'd)

- 28.03 ii) Employees with one (1) year but less than two (2) years of continuous service as of June 30th of any year shall receive a vacation of ten (10) working days and shall be paid four percent (4%) of the employee's gross earnings in the previous twelve (12) month period.
- iii) Employees with two (2) but less than ten (10) years of continuous service as of June 30th of any year shall receive a vacation of fifteen (15) working days and shall be paid three (3) weeks salary at the employee's regular base weekly salary.
- iv) Employees with ten (10) but less than eighteen (18) years of continuous service as of June 30th of any year shall receive a vacation of twenty (20) working days and shall be paid four (4) weeks salary at the employee's regular base weekly salary.
- v) Employees with eighteen (18) or more years of continuous service as of June 30th of any year shall receive a vacation of twenty-five (25) working days and shall be paid five (5) weeks salary at the employee's regular base weekly salary.
- 28.04 In scheduling the vacation of employees, preference in the choice of dates of vacations will be given to employees having regard to their respective length of continuous service with the Corporation, provided that, in the opinion of the Corporation, it does not interfere with proper and efficient service and operation.
- 28.05 Employees leaving the employ of the Corporation during the vacation year shall have their vacation wages adjusted on a pro-rata basis in accordance with an employee's entitlement under this plan.
- 28.06 All deductions normally made from an employee's regular pay shall be deducted from the vacation pay.

ARTICLE 28 VACATION PLAN (Cont'd)

- 28.07 Full annual vacation pay entitlement will not be paid out in advance. Employees will normally receive pay for time worked or pay for vacation earned on their regularly scheduled pay days. An employee who is away from work on vacation may come into the payroll office to pick up his pay cheque if a regular pay day occurs during such vacation period. An employee who plans to be some distance away and whose vacation period commences on the weekend prior to his next pay day may arrange through his immediate supervisor, by providing the payroll office three (3) clear weeks of advance notice, to have his next immediate pay cheque issued to him on the day before his last day worked.
- 28.08 Where an employee qualifies for sick leave or bereavement during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as may be mutually agreed upon. Illness is defined as: an illness where an employee has been ordered to bed for a period of three (3) days or more: an illness requiring hospitalization. Employees must provide a medical certificate subject to the discretion of the Corporation.
- 28.09 In the event of a Statutory Holiday falling within any employee's vacation period, he shall then be entitled to another day off with full pay.
- 28.10 The third, fourth and fifth weeks of vacation entitlement referred to above may not necessarily be taken contiguous with an employee's first two weeks.

ARTICLE 29 LABOUR-MANAGEMENT COMMITTEE

- 29.01 The Corporation and the Union will each appoint from separate departments up to three (3) persons, each to act as members of a labour-management discussion committee. Each party shall designate one of its appointees to act as a co-chairperson who, as such, will be the contact person for his nominees. Each party will advise the Corporation's Human Resources Division of the names of its appointees and co-chairpersons, which shall be communicated to all employees and senior management. Notwithstanding the process of selecting committee members described above, the parties may, on an ad hoc basis, when deemed necessary, select more than one person from a department to review a specific matter, but in no event shall there be more than the three (3) persons per party permitted to attend the meeting(s).
- 29.02 Except in an emergency situation, the Committee will not meet more often than once every three months. The co-chairpersons shall exchange agendas at least one week before regular meetings.
- 29.03 While it is understood that the Committee will determine its own procedures, it is agreed and understood that agenda items or any other matters will not include matters which could be processed as an employee or policy grievance under the provisions of the Collective Agreement. Nor will this Committee have any authority to attempt to amend the Collective Agreement in any manner.

ARTICLE 30 INFORMATION TO THE UNION

The Corporation agrees to supply the Union with a list of employees in the Bargaining Unit four (4) times per year, i.e. January 15th, April 15th and July 15th and October 15th. Such list will show the employee's current classification, department and seniority.

ARTICLE 31 DURATION

- 31.01 This Agreement shall be in effect until March 31, 1989 and unless either party gives notice to the other party according to the terms of this Agreement, that amendments are required, or that the party intends terminating the Agreement, then it shall continue in effect until the 31st day of March, 1990 and so from year to year thereafter.

ARTICLE 31 DURATION

31.02 Notice that amendments are required may only be given within the ninety (90) day period prior to March 31, 1989 or any succeeding anniversary date. The Agreement shall continue in operation, after giving notice, in accordance with the provisions of the Ontario Labour Relations Act.

The parties hereto agree to meet for the purpose of negotiations within fifteen (15) days of such time as may be agreed upon after the giving of such notice and shall negotiate in good faith.

31.03 It is understood that during any negotiations following upon notice of termination or notice of amendment, either party may bring forward counter-proposals arising out of or related to the original proposals.


DULY EXECUTED by the parties at Brampton, Ontario this 17th day of Feb, 1988

FOR THE CORPORATION:

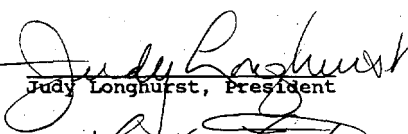
FOR THE UNION:



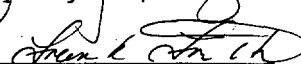
Ken Whillans, Mayor



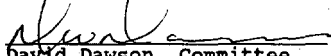
Leonard J. Mikulich,
Director of Administration &
City Clerk



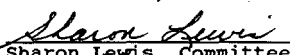
Judy Longhurst, President




Frank Frith,
Vice President




David Dawson, Committee



Sharon Lewis, Committee



Bill Potts, Committee



Toni Sheehan, Committee

Paul Jordison, C.U.P.E.
National Representative

SCHEDULE I
WEEKLY SALARIES

Includes General Across-The-Board Salary Increases

- April 1, 1988 - 4 1/2%
- Date of Ratification - 1/2%
 (June 23, 1988)

<u>Job Grades & Job Titles</u>	<u>Effective</u> April 1, 1988	<u>Effective</u> June 23/88
<u>Job Grade II</u> Cashier II Jr. Stenographer Facility Clerk - Parks & Recreation Receptionist Clerk Typist Clerk II	\$ 335.81	\$ 337.49
<u>Job Grade III</u> Clerk I Sr. Typist Stenographer Assessment Clerk Bookkeeper, Jr. Printer II - Courier courier	\$ 349.55	\$ 351.30
<u>Job Grade IV</u> Clerk, Sr. Cashier, I Switchboard Operator Permit Application Clerk Data Entry Clerk II Recording Clerk - Building Dept. Booking Clerk	\$ 362.44	\$ 364.25
<u>Job Grade V</u> Stenographer, Sr. Secretary	\$ 374.29	\$ 376.16
<u>Job Grade VI</u> Bookkeeper, Sr. Sr. Cashier Data Entry Clerk Word Processing Machine Operator	\$ 388.42	\$ 390.36
<u>Job Grade VII</u> Planning Technician Draftsman, Jr. Printer I	\$ 392.25	\$ 394.21

SCHEDULE I
WEEKLY SALARIES

<u>Job Grades & Job Titles</u>	<u>Effective</u> <u>April 1, 1988</u>	<u>Effective</u> <u>June 23/88</u>
<u>Job Grade VIII</u> DDE/Backup Computer Operator Data Control Clerk	\$ 409.73	\$ 411.78
<u>Job Grade IX</u> Accounting Assistant Senior Cost Clerk Assistant Concessions Supervisor Buyer III	\$ 417.91	\$ 420.00
<u>Job Grade X</u> Clerk's Assistant, Jr.	\$ 440.42	\$ 442.62
<u>Job Grade XI</u> Computer Operator Data Technician	\$ 452.21	\$ 454.47
<u>Job Grade XII</u> Draftsman, Intermediate Planning Technician, Intermediate Junior Accountant Buyer II Development-Financial Secretary Survey Technician	\$ 462.87	\$ 465.18
<u>Job Grade XIII</u> Buyer I Intermediate Accountant	\$ 519.04	\$ 521.64
<u>Job Grade XIV</u> Draftsman, Sr. Survey Party Chief Planning Technician, Sr. Property Standards & By-Law Enforcement Officer Licence Inspector Court Officer	\$ 602.20	\$ 605.21

SCHEDULE I
WEEKLY SALARIES

<u>Job Grades & Job Titles</u>	<u>Effective</u> <u>April 1, 1988</u>	<u>Effective</u> <u>June 23/88</u>
Job Grade XV Building Inspector	\$ -	\$ 665.00
Plans Examiner		
Plumbing Inspector		
Heating Inspector		
<u>See Article 16.02(c)</u> Construction Inspector	\$17.20	\$17.29

NOTES FOR SCHEDULE I - WEEKLY SALARIES

1. Hiring Rate
On first being hired, an employee may be paid up to ten percent (10%) below the classified rate during the probationary period.
2. Temporary Assignment to Higher Paid Classification
An employee who is assigned to perform the work of another employee in a higher classification for one week or more shall be paid at the rate for the higher classification.
3. Corporation's Right to Assign Other Duties
Classification names are used for the purpose of describing the general nature of the employee's duties. The Corporation has the right to assign other duties than those specifically mentioned in the classification name due to the nature and size of the operation.
4. Shift Premium
A shift premium of Thirty-two cents (.32) per hour shall be paid for all hours worked when the majority of the hours falls outside of the normal daily hours.

Shift premium pay shall not be taken into calculation where overtime premiums apply.

There shall be no pyramiding of premiums.

An employee will be given as much prior notice as possible before changing his shift hours of work. The minimum time of such notice will be twenty-four (24) hours.

June 16, 1988

Mrs. Judy Longhurst, President
Canadian Union of Public Employees,
Local Union #831, (Office Unit)
The Corporation of the City of Brampton

Dear Mrs. Longhurst;

Letter of Intent
Public Works Construction Inspectors
Clothing Policy Re: Article 23.01
Clothing and Protective Wear

The following lists the uniform items of clothing provided by the Corporation to Construction Inspectors for wear while performing Corporation business and must not be worn during off duty hours.

The following items will be issued annually:

- Three (3) Pairs of Trousers
- Three (3) Shirts - either Long or Short Sleeves
- Three (3) Tee Shirts

The following items will be issued once every two years, or more often if required due to excessive wear/damage. Coats replaced in a period of less than two (2) years must be presented to the Supervisor for assessment.

- One (1) Spring/Fall **Jacket**
- One (1) Winter Coat

These items will bear City of Brampton shoulder patches for identification purposes.

Yours very truly,

A A . Kovrig
Director of Human Resources
FAK/lk

Letter No. 1

June 16, 1988

Mrs. Judy Longhurst, President,
Canadian Union of Public Employees
Local Union #831, (Office Unit)
The Corporation of The City of Brampton

Dear Mrs. Longhurst;

Utter of Intent

Protective Wear Policy Re: Article 23.02
Clothing and Protective Wear

The Corporation, being mindful of the requirements for employee safety and the regulations of the Occupational Health and Safety Act of Ontario, sets out the following policy to provide Protective Clothing and Eye Protection for those employees who perform the duties and responsibilities in the following job titles:

- Public Works Construction Inspectors
- Survey Crews
- Plans Examiners
- Building Inspectors
- Plumbing Inspectors
- Heating Inspectors
- and others who may be assigned to these areas when required.

The Corporation will provide:

- Hard Hats - to be supplied as required and replaced as specified by governmental standards - date for replacement shown inside brim of each hat.
- Hard Hat Liners - to be supplied as required, once per year under Supervisor's control.
- Safety Footwear - as specified in Article 23.
- Rubber Boots - (Safety) - shall be supplied as required, but not more than once per year. The old boots must be presented for inspection prior to replacement.

cont'd.../2

UTTER NO. 2

Protective Wear Policy Re:
Article 23.02 - Clothing and Protective Wear

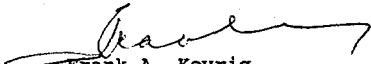
- Comfort Clothing

Winter Coats will be provided once every two (2) years, as required, upon presentation of the old coat for appraisal. Coats are for use while on Corporation business and must not be worn during off duty hours.

A Corporation identification - shoulder patches, will be sewn on each shoulder.

- Rainwear and Gloves - will only be supplied to Construction Inspectors and Surveyors.

Yours very truly,


Frank A. Kovrig,
Director of Human Resources
FAK/lk

June 16, 1988

Mrs. Judy Longhurst, President,
Canadian Union of Public Employees,
Local #831 (Office Unit),
The Corporation of The City of Brampton

Dear Mrs. Longhurst;

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

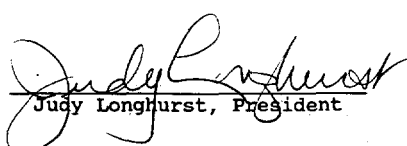
It is understood and agreed that the parties will form Joint Job Evaluation Committees to prepare the terms of reference, criteria and methodology for achieving Job Descriptions; a job evaluation manual: program maintenance procedures and recommendations regarding implementation and to perform the duties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

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

FOR THE CORPORATION

FOR THE UNION


Frank A. Kovrig,
Director of Human Resources


Judy Longhurst, President

LETTER NO. 3