

**APPENDIX “A”**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE CITY OF KINGSTON**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 109**

**JANUARY 1, 2002 – DECEMBER 31, 2004**

**Bolded Items – denotes those items to which the Parties have agreed.**

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## **ARTICLE 1 – PREAMBLE**

It is the interest of both Parties to this Agreement:

- (a) To maintain the development of harmonious relations between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions between employees and their supervisor.
- (c) To encourage efficiency in operations.
- (d) To promote high morale and well being of all employees.

1.02 Both parties agree that the provisions contained in this Agreement apply to all employees as set out in Article 3.01.

## **ARTICLE 2 - MANAGEMENT'S RIGHTS**

2.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, select, discharge for just cause an employee who has completed the probationary period, classify, transfer, promote, or discipline employees.
- (c) Organize and direct in all respects, the service provided for the public and without restricting the generality of the foregoing to determine:
  - (i) The machines, tools, equipment and the materials to be used in any operation or series of operations;
  - (ii) The nature of the work to be done and methods of performing the said work;
  - (iii) The time schedule of operations; and
  - (iv) The method by which all municipal services are provided.

The Employer agrees that these management functions shall be executed in a manner consistent with the general purpose and intent of this Agreement.

## **ARTICLE 3 – RECOGNITION**

3.01 The Employer recognizes the Canadian Union of Public Employees and Its Local 109 as the sole and exclusive bargaining agent for all employees of the Employer, save and except **Supervisors**, and those above the rank of **Supervisor**, all employees in the office of the Chief Administrative Officer **and Commissioners**, Human Resources Department, Information Technology Services

3.01 (continued)

Department and Mayor's Office (except the Secretary), all Administrative Assistants, Engineers, Project Managers, Driving Training Specialist, Operations Co-ordinator, Council Support Officer, **Budget and Financial Analysts**, Case File Auditor, Local Systems Support Specialist, Community Development Facilitator, Dietician, Manager of the Grand Theatre, Administrative Secretary, Rideaucrest Home, Articling Students, Law/Clerk Office Manager, Legal Secretary (Solicitor Work), **Communication Co-ordinator**, Students and all employees in and excluded from other bargaining units of the Employer.

- 3.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative, which may conflict with the terms of the Collective Agreement.
- 3.03 The Union agrees that the Employer may retain extra employees who are hired through Federal or Provincial Government Grant Programs with the understanding that such employees shall be covered by all of the terms of the existing Collective Agreement with the exception of seniority for the purpose of job security. Should an employee hired through one of these Grants be retained, then the said employee's service shall be extended back to their first date of employment. If such Government Grant specifically states the hourly rate to be paid, then such employees shall be paid at that hourly rate, but all of the above conditions shall apply.

The Employer further agrees that any such employee hired under this Article shall not cause:

- (a) The lay-off of an employee;
- (b) The reduction of hours of an employee; and,
- (c) A position, same as that occupied by an employee under this Article, being declared redundant.

#### **ARTICLE 4 – DEFINITIONS**

- 4.01 **"Probationary Period"** for newly hired employees shall be a period of four (4) months' duration for each employee. For part-time employees the probationary period shall be eighty (80) worked days/shifts or nine (9) months of employment, whichever comes first. During this period, performance and ability shall be determined. If during this period the employee or part-time employee is judged to be unsatisfactory, his/her employment shall be terminated without notice at the sole discretion of the Employer without recourse to the grievance procedure. The Employer may extend the probationary period by sixty (60) days for one occasion only for each employee, with notice to the Union.
- 4.02 **"Employee"** shall mean a person employed on a full time basis, in one of the classifications listed in the Wage Schedules of this Agreement.
- 4.03 **"Part-time Employee"** shall mean a person employed for twenty-four (24) hours or less per week, save and except part-time employees at Rideaucrest Home who are not restricted in their number of hours of work; or it's a person hired to fill a temporary job or a temporary vacancy in accordance with Articles 13.01 and 13.02 in a classification listed in the Wage

4.03 (continued)

**Schedules of this Agreement. When working in a Temporary Vacancy or Temporary Job, the part-time employee may work hours equivalent to an employee. A part-time employee shall be covered by the terms and conditions of this Collective Agreement except:**

**Article 15 – Lay-off and Recall**

**Article 17 – Paid Holidays (except 17.05, 17.10)**

**Article 18 – Vacations (except 18.14)**

**Article 19 – Sick Leave**

**Article 20 –Leave of Absence (except 20.05 Bereavement Leave - if scheduled to work and Union Leave 20.02)**

**Article 21 – Employee Benefits (except 21.06, 21.10)**

**A part-time employee shall be eligible for thirteen (13%) percent of his/her regular hourly rate of pay in lieu of all fringe benefits contained in this Agreement. Those who choose to enroll in O.M.E.R.S. when eligible shall have their percentage in lieu reduced to eight (8%) percent in lieu of fringe benefits.**

**Seniority for part-time employees shall be calculated based on hours worked. Schedule “B” and “C” employees will earn seniority based on 1,820 hours = 1 year of seniority. Schedule “A” and “D” employees will be based on 2,080 hours = 1 year of seniority.**

## **ARTICLE 5 - UNION MEMBERSHIP AND CHECKOFF OF DUES**

- 5.01 The Union agrees that neither it nor its Officers, Representatives, Officials, Agents or Members shall engage in Union activities during working hours nor hold meetings at any time on the premises of the Employer without the permission of the Commissioner of Human Resources or specific Department Head, unless the said activities and meetings are specifically allowed elsewhere in this Agreement.
- 5.02 The Employer shall deduct from every employee covered by this Agreement any monthly dues levied in accordance with the Union’s Constitution and/or By-Laws owing by him/her to the Union, and such money shall be deducted from each pay and remitted monthly to the Secretary-Treasurer of the Union along with a list of names of the employees from whom dues have been deducted and the amounts of the dues deducted.
- 5.03 The Union will indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability that may arise out of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.
- 5.04 In January and July of each year, the Employer shall provide the Union with a list of names of all employees covered by this Agreement.

## **ARTICLE 6 – UNION SECURITY**

- 6.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass from the Corresponding Secretary of the Union or the appropriate Officer of the Union or the National Representative of the Union to the Commissioner of Human Resources and from the Commissioner of Human Resources to the Corresponding Secretary with a copy to the National Representative and President.
- 6.02 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect. The Employer further agrees to provide each new employee covered by this Agreement with a copy of the current Collective Agreement and have the employee sign an authorized union card and forward it to the Secretary Treasurer of the Union.
- 6.03 There shall be no strike or lockouts as long as this Agreement continues to operate.
- 6.04 All present and future employees, covered by this Agreement, shall be members of the Union.
- 6.05 No employee who is a member of the Union will be disciplined for refusal to cross a legal picket line; however, he/she may be relieved of their duty at the Employer's discretion without pay. This does not constitute disciplinary action.

## **ARTICLE 7 – UNION COMMITTEES**

- 7.01 Employees on any of the Committees listed herein shall suffer no loss of wages when meeting with the Employer during their regular working hours. This includes time spent at arbitration, conciliation and mediation.
- 7.02 At all meetings with the Employer, the Committees may be accompanied by a Representative of the Canadian Union of Public Employees.
- 7.03 The Employer shall recognize a Union Negotiating Committee consisting of the President and six (6) employees. These employees shall suffer no loss of wages when meeting with the Employer during the employee's scheduled working hours to negotiate a renewal to this Agreement subject to the terms of Article 7.01.
- 7.04 The Union shall advise the Commissioner of Human Resources, in writing, of the names of its members for each of the following Committees before the Employer shall be required to recognize them:
- Negotiation Committee
  - Grievance Committee
  - Joint Union-Management Committee

7.05 The Employer shall recognize a Union Grievance Committee consisting of the following:

**Step 1** – Two employees

**Step 2** – Two employees

**Step 3** – Four employees

The parties agree that the grievor shall have the right to be in attendance at all grievance hearings and shall be included within the above number of employees. It is further agreed that the grievance proceedings will not be adjourned because the grievor has exercised his or her right not to be in attendance.

7.06 Members of these Committees shall not leave their regular duties without authorization from their Supervisor. Such authorization shall not be unreasonably withheld.

7.07 At any arbitration hearing held between the parties, the Employer shall not make any pay deduction from a maximum of four (4) employees who are members of the Union, for the time spent at any arbitration hearing. It is understood however, that the Union shall notify the Employer, prior to the date of the hearing, the names of such employees.

7.08 The parties agree to establish a Joint Union-Management Committee comprised of equal representation, to exchange views on matters which effect employees, other than negotiations, grievances, or safety committee matters.

7.09 Joint Health and Safety Committees shall be established in accordance with the Occupational Health and Safety Act.

7.10 **The Employer agrees to recognize a Chief Steward, plus two (2) Stewards from Corporate Services Department; two (2) Stewards from Planning and Development Department; eight (8) Stewards from Operations Department; and eight (8) Stewards from Community Services Department. The Union agrees that no more than one (1) Steward will come from Divisions of less than twenty (20) full-time employees, and no more than two (2) Stewards from Divisions of 20 to 100, and three (3) Stewards from Divisions of greater than 100. The Employer shall not be required to recognize a Steward until having been notified by the Union in writing of his/her name. Part-time employees may be appointed as Stewards within the above numbers.**

## **ARTICLE 8 – GRIEVANCE PROCEDURES**

8.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee who the Steward represents, in preparing, except during working hours, and presenting his/her grievance in accordance with the grievance procedure.

8.02 The Union recognizes that each Steward is employed by the Employer, and that he/she shall not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without first obtaining the permission of his/her Supervisor, which permission shall be given within a reasonable time not to exceed twenty-four (24) hours.



- 8.03 A grievance shall be defined as any differences arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. No grievance shall be recognized by the Employer, which was not raised at Step 1 within ten (10) working days of the event giving rise to the alleged grievance.

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

**An earnest effort shall be made by all parties to this procedure to settle grievances fairly and promptly. In order for a grievance to advance through the Grievance Procedure, it must be signed by the grievor and at least one Steward, or a member of the Grievance Committee. The Employee or Steward will make every effort to settle the grievance with the Supervisor before proceeding to Step 1.**

### Step 1

**If the Steward and/or the Grievance Committee consider the grievance to be justified, it will be submitted in writing, co-signed by a member of the Union Executive. The grievance will set out the facts relied upon, the Articles allegedly violated and the remedy sought. The immediate non-union supervisor shall discuss the grievance with the grievor/steward and respond in writing within five (5) working days.**

### Step 2

If the Union is not satisfied with the decision of the immediate non-union supervisor, the Union may submit the grievance in writing to the **Division** Head or designate, stating the alleged violation and the remedy sought, within five (5) working days following the reply from the immediate non-union supervisor. The **Division** Head or designate shall discuss the grievance with the grievor/steward and give his/her decision in writing within five (5) working days of the presentation.

### Step 3

If the Union is not satisfied with the decision of the **Division** Head or designate, it may within seven (7) working days following the reply, submit the grievance to the Commissioner of Human Resources, or a delegate mutually agreed upon, who shall hear the grievance within fifteen (15) working days and render a decision within ten (10) working days following the hearing.

- 8.04 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, **it shall be known as a policy grievance and Step 1 of the grievance procedure may be bypassed.** However, a grievance under this section must be filed not later than ten (10) working days after the day of occurrence.
- 8.05 In this Article "working days" shall mean normal working days and shall exclude Saturdays, Sundays and statutory holidays, even though an employee may work on these days.
- 8.06 Grievances shall be in writing at all stages commencing at Step 1. Replies to grievances shall also be in writing.

- 8.07 Any disciplinary action arising out of a citizen's complaint may be appealed according to the grievance procedure.
- 8.08 The Employer agrees that any written statement against any member of the Union or by another member of the Union shall not be used in grievances or arbitrations, unless the Union member giving the statement is called as a witness.

## **ARTICLE 9 - ARBITRATION**

**9.01 Once the grievance procedure as set out in Article 8 of this Agreement has been exhausted, the Union and Employer may agree to mediate the matter in dispute. In the event agreement is arrived at in writing, the Arbitration process shall be suspended. In order for the grievance to proceed, the party that is advancing the matter must do so by providing written notice to the other party within five (5) working days immediately following mediation unless the parties agree otherwise.**

**9.02** After following the procedure set forth in Article 8, either party may refer any dispute between the parties to this Agreement regarding its interpretation, administration, application or alleged violation to an arbitration board.

Any referral of the grievance or dispute between the parties to an arbitration board shall be made within twenty (20) working days after the decision has been rendered under Step 3 of Article 8.

**9.03** The arbitration board referred to in Article 9.01 above shall be composed of one (1) person appointed by the Union, one (1) person appointed by the Employer, and one (1) Chairperson appointed by the aforesaid persons. In the event that the Appointees of the parties are unable to choose a Chairperson within ten (10) working days after they are appointed, the said Appointees may request the Minister of Labour for the Province of Ontario to appoint a Chairperson.

As an alternative, the parties may agree to a single arbitrator, or the party referring the matter to arbitration may do so in accordance with the Labour Relations Act, (e.g., expedited arbitration).

**9.04** The arbitration board shall not have any jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give a decision inconsistent with the terms and provisions of this Agreement.

**9.05** The decision of the arbitration board shall be final and binding on the parties to this Agreement and on every Employee affected by the decision. Failing a unanimous decision, a majority decision shall constitute a decision of the Board.

**9.06** Each party shall pay one-half (1/2) of the fees and expenses of a single arbitrator. In the case of a board of arbitration, each party shall pay the expenses and fees of its nominee plus one-half (1/2) of the fees and expenses of the Chair.

**9.07** The time limits fixed in the arbitration procedure may only be extended by consent of the Parties.

## **ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE**

- 10.01 **Whenever an employee is required to meet with a Supervisor/Manager for the purpose of the imposition of disciplinary/discharge, the employee shall be accompanied by a Steward from his/her Division, or in the event this Steward is not available, the Chief Steward or his designate would be contacted in order to have a Steward accompany the employee.**
- 10.02 **An employee shall be notified in writing of any serious dissatisfaction concerning his/her work within five (5) working days of the Employer becoming aware of the event, or within fifteen (15) working days of the event in those cases where the Employer is conducting an investigation.**
- 10.03 The Employee's response to the disciplinary letter shall become part of his/her record.
- 10.04 Disciplinary documentation shall not be used against an employee after twelve (12) months in the case of a letter of discipline and twenty-four (24) months in the case of a disciplinary suspension, provided there have been no recurrence of a similar and/or other infraction.
- 10.05 When an employee, who has completed the probationary period is discharged, the Employer shall provide the written reasons for his/her dismissal with a copy to the Union. Prior to leaving the premises of the Employer, he/she may discuss his/her dismissal with the Union Representative.
- 10.06 Where in the opinion of the Union an employee or part-time employee, who has completed the probationary period is wrongfully or unjustly discharged, Step 1 of the grievance procedure may be bypassed, providing the grievance is filed within five (5) working days of the discharge.

## **ARTICLE 11 – SENIORITY**

- 11.01 Bargaining unit seniority shall be defined as the length of continuous service of the employee in the bargaining unit, provided that the employee successfully completed his/her probationary period. No one shall advance on his/her salary scale without having satisfactorily completed his/her probationary period.
- 11.02 **The Employer will establish and maintain a master seniority list for all unionized employees showing current classification and seniority date. Seniority lists will be established for Wage Schedules A, B, C and D. Where two or more employees commenced work on the same day, the Employee with the earlier birthday in the calendar year of hire shall be placed ahead of the other(s).**
- 11.03 All seniority lists shall be sent to the Union and posted on all bulletin boards in July of each calendar year.
- 11.04 Loss of Seniority

An employee shall lose all seniority and his/her employment shall be deemed terminated if any of the following occurs:

11.04 (continued)

- (a) An employee is discharged for just cause and not reinstated through the grievance procedure.
- (b) An employee is laid off and is not recalled within a period of eighteen (18) consecutive months from date of lay-off.
- (c) When an employee is absent from work for a period of thirty (30) months after exhaustion of his/her sick leave entitlements as set out in Article 19.01.
- (d) When an employee is absent from work for a period of thirty (30) months due to injury covered by the Workplace Safety & Insurance Board.
- (e) When an employee voluntarily resigns his/her employment and is not rehired within fifteen (15) calendar days of the date of termination.
- (f) When an employee is absent for five (5) working days and fails to notify the Employer of his/her absence.
- (g) When the employee fails to return to work within five (5) working days of date to return following a lay-off and after being notified by registered mail to do so, unless failure was as a result of sickness or other just cause where the Employer has so notified the Employer.

It shall be the responsibility of the Employee to keep the Employer informed of his/her current address.

**11.05 Whenever an employee covered by this Agreement fills a temporary job or temporary vacancy outside the Bargaining Unit, the employee will continue to accrue seniority for up to twenty-four (24) months. The employee will not be covered by any provisions of this Agreement with the exception of Union dues shall be deducted from the employee's pay during the assignment, and the right to Union representation through the grievance procedure in the event of discipline or discharge.**

## **ARTICLE 12 – JOB EVALUATION**

- 12.01 The Employer and Union agree to establish a joint job evaluation committee, comprised of equal members of Union and Employer representatives, for the purpose of evaluating positions covered by this Agreement and maintaining the basis of an equitable wage structure and job ratings to meet changing conditions and work requirements.
- 12.02 In the event the Employer substantially alters the classification or establishes a new classification for any employee or group of employees holding positions covered by this Agreement, the Employer will notify the Union of the proposed salary rate and classification therefor.
- 12.03 If, in the opinion of the Union, such proposed classification appears to be unfair in relation to other jobs evaluated under the Employer's Job Evaluation Manual or when an employee believes

12.03 (continued)

that he/she is improperly classified, the employee/Union shall notify the Employer. Positions in question will be submitted to the job evaluation committee for review.

12.04 All positions referred to in this Agreement that have been downgraded, as a result of changes in job descriptions or by agreement of the parties will have its rate of pay reduced. However, the existing incumbent filling a position that has been downgraded shall receive general wage increases as other employees covered by this Agreement, provided the employee's rate of pay is not above the rate for his/her new classification.

### **ARTICLE 13 – JOB POSTING AND PROMOTION PROCEDURE**

13.01 (a) Vacancy shall be defined as a position that the Employer intends to staff.

**(b) Temporary Vacancy shall be defined as a vacancy the Employer intends to staff, and is caused by an employee's absence where the absent employee is expected to return from an absence due to illness, injury (compensable/non-compensable), vacation, lieu time, leave of absence, suspension, and replacing those employees appointed to fill a temporary vacancy or temporary job.**

(c) Temporary job shall be defined as a vacancy created to supplement existing staff. A temporary job will have both a start date and the expected finish date. At no time shall a temporary job exceed **fifteen (15)** months.

13.02 In order to provide a continuity of service, the Employer may make an appointment or promotion on a temporary basis.

Temporary vacancies/jobs of up to four (4) months shall not be posted. When the Employer decides to fill a temporary vacancy/job of four (4) months or less, first consideration shall be given to the most senior employee within a lower classification within the **Division**, who has the ability, skills and qualifications to do the job. Temporary vacancies/jobs of more than four (4) months will be posted within the bargaining unit as a temporary position. Resultant vacancies shall not be posted. **Full time employees that are appointed to a temporary vacancy or temporary job shall retain their full time status, unless the hours of work are twenty-four (24) hours or less per week.**

13.03 Both parties recognize the following principles:

(a) The principle of providing employment opportunities within the service of the Employer;

(b) The principle that job opportunities should increase in proportion to the length of service.

Therefore in making staff changes the Employer will take into account the duties, functions and responsibility requirements of the position as well as the ability, qualifications, performance, experience, and suitability of each candidate. Consideration of the foregoing factors shall be in a fair and straightforward manner for all applicants and will include candidate evaluation sheets for decision-making purposes.

- 13.04 Should the evaluation process under Article 13.03 prove that two (2) or more applicants are considered satisfactory and comparable, selection shall be made on the basis of seniority. Notwithstanding the above, should two or more candidates score an evaluation rating of eighty percent (80%) or more, the most senior of them shall be awarded the position.
- 13.05 The job posting and promotion procedure is as follows:
- (a) When the Employer decides to fill a vacancy or a new position is created, the position shall be posted for seven (7) days **on bulletin boards**. Vacancy postings shall be made not later than fourteen (14) working days of the Employer having knowledge of any vacancy occurring.
  - (b) **Job postings shall include as a minimum the following information: Job Title, Rate of Pay, Hours of Work, Qualifications, Type of Employment, Nature of the Position.**
  - (c) The Union shall receive a copy of all postings.
  - (d) **All applications shall be in writing.**
- 13.06 In order to provide continuity and effective service levels, employees that are appointed to posted positions shall be ineligible to apply to posted positions for a period of twelve (12) months from commencement date in new position, with the exception of employment opportunities within his/her department or opportunities which provide for promotion in which there is a minimum of \$.50 difference in the salary range maximums. **Probationary employees shall not be eligible to apply to posted positions.**
- 13.07 If there is no successful applicant within the bargaining unit, the Employer shall have the right to hire from external sources. Outside applicants shall not be interviewed as long as an internal candidate meets the qualifications of the job.
- 13.08** The successful applicants shall be placed on trial for a period of thirty **working** (30) days. Conditional on satisfactory performance, appointment shall be deemed to have occurred after the period of thirty **working** (30) days.
- 13.09 In the event the successful applicant proves unsatisfactory in the position during the thirty (30) day trial period, or if the employee finds himself/herself unable to perform the duties of the new job classification, the employee shall be returned to his/her former position without loss of seniority at his/her former wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority at his/her former wage or salary.
- 13.10 **Employees who are interviewed for job vacancies shall be notified in writing of the results of their application, whether they receive the position or not. Upon written request of the unsuccessful applicant(s), that are more senior than the successful applicant, the Employer will offer a meeting between the applicant and Human Resources to review the results of their application.**

**The Union shall be notified of all promotions, demotions, hirings, layoffs, and recall of employees covered by this Agreement.**

13.11 **When filling a vacancy that has been posted, applicants shall be considered in the following order:**

- (a) **full time employees from within the Bargaining Unit, provided he/she is qualified;**
- (b) **part-time employees from within the Bargaining Unit, provided he/she is qualified;**

**In the event there is no successful applicant from within the Bargaining Unit, the Employer maintains its right to fill the position from other sources.**

#### **ARTICLE 14 – JOB SECURITY**

14.01 The Employer shall retain the responsibility and the right to determine the methods through which municipal services are provided. However, in the event that **an employee** is displaced from his/her job by technological change and/or the contracting out of work and/or **is given notice of lay-off, prior to exercising the right to bump in accordance with Article 15.03, the Corporation will first attempt to:**

- (a) Relocate the employee in another job in his/her area of competency if such is available within the Corporation.
- (b) If (a) is not possible, but a position is available for which the employee could be retrained, assume responsibility for the retraining of the employee for a period of three (3) months.
- (c) Notwithstanding the foregoing, employees within five (5) years of normal retirement, in receipt of lay-off notice may choose to accept lay-off or may choose to retire. The Employer agrees to provide three (3) months' notice and provide him/her with a separation settlement of two (2) weeks' salary per year of service to a maximum of fifty-two (52) weeks.
- (d) In the event the Employer "sells" a business or ceases to provide a service, the Employer will make every effort to deploy the affected employees with the new service provider, should one exist.

**In the event the right to displace (bump) in accordance with Article 15.03 provides the employee with an opportunity of a wage rate that is greater than the options under (a) and (b) above, the employee shall retain that right at his/her options, to be decided upon within two (2) working days of receipt of option.**

14.02 Notwithstanding the foregoing, no employee hired prior to January 1<sup>st</sup>, 1992 shall be laid-off during the term of this Collective Agreement.

14.03 Should there be an introduction of new equipment or technology and advance training is necessary to meet the technological changes, the Employer will provide such training for affected employees. In the event an employee fails to meet the required standards within a period of three (3) months, the employee shall be given lay off notice and may exercise his/her rights in accordance with Article 15.

14.04 The Employer reserves the right to transfer employees to other duties and agrees that an employee moved from one position to another shall have the first preference to go back to their former position before any new employee is hired or moved into that same position. Relocation to a different job site is not considered a transfer. Should an employee be transferred to another position for more than ten (10) days, the Union shall be notified.

**In those cases where an employee is to be transferred to other duties for greater than three (3) months, the transfer(s) shall be offered in order of seniority to the affected group of employees. In the event the required numbers are not achieved, the employee(s) shall be transferred in reverse order of seniority. In the event the assignment ends prior to its anticipated date, the employee(s) shall be returned in order of seniority.**

### **ARTICLE 15 – LAY-OFF AND RECALL**

- 15.01 Should circumstances require a reduction of employees, the following procedure shall apply:
- (a) The Union shall be notified in advance of notice being sent to employees to discuss the lay-off.
  - (b) Employees about to be laid off shall be provided at least fifteen (15) working days advance notice or equivalent in pay, in whole or in part.
- 15.02 Lay-off notice shall be given in reverse order of seniority to employee(s) in the Department and classification as determined by the Employer where the reduction is about to occur.
- 15.03 Recognizing the principles of Article 15.02, the parties agree that an employee who has been given notice of layoff may displace (bump) the most junior employee within the same or equal job classification provided the employee exercising the bump has the ability and qualifications to do the job. If not, the employee may displace the most junior employee in the next lowest classification provided he/she has the ability and qualifications to do the job. Each affected employee shall be eligible for one bump only. Any employee displaced by a more senior employee shall have the same privilege of displacing a junior employee.
- 15.04 An employee receiving notice of layoff must indicate to the Employer within two (2) working days of receipt of notice of layoff that he/she wishes to displace another employee or accept the layoff. Should the employee wish to bump in accordance with Article 15.03, the employee being bumped shall be notified immediately and given the same opportunity. The parties agree that the entire process shall be expedited within the fifteen (15) working days noted in Article 15.01 (b).
- 15.05 Employees placed in another position because of the bumping procedure shall have the right to return to their former position should the position become available and be re-staffed within the first twelve (12) months of being bumped.
- 15.06 Employees who have been laid-off shall be eligible to be recalled for a period of up to eighteen (18) months from the date of lay-off. Recall shall be in the order of seniority provided the employee has the ability to perform the work.
- 15.07 When Employees are to be recalled by the Employer, notice shall be sent a minimum of fourteen (14) days prior to the scheduled date of return by registered mail to their last place of residence



known to the Employer. If they fail to report within five (5) days of the scheduled date of return the Employer shall be under no obligation to re-employ them, unless through sickness or other just cause where he/she has so notified his/her Employer.

- 15.08 No new employee shall be hired until those on lay-off have been given the opportunity of re-employment in accordance with Article 15.06.
- 15.09 The Employer will contribute its share of coverage for a period of up to four (4) months of the cost of the monthly premium for Supplementary Semi-Private Plan, and the Extended Health Care Plan, the Dental Plan, and the Group Life Insurance Plan for Employees with two (2) or more years of seniority and who have been laid off due to a shortage of work and are unemployed.

## **ARTICLE 16 – HOURS OF WORK AND OVERTIME**

### **16.01 Schedule “A”**

(a) The normal work week for employees occupying classifications on Wage Schedule “A” shall be an average of forty (40) hours per week, or eighty (80) hours in a two week period, Monday to Friday, inclusive of one-half (1/2) hour paid lunch break. All employees shall eat their lunch at the job site, or as close to the job site as possible.

(b) Shift categories shall be as follows:

<u>Category</u>	<u>Shifts</u>
(a) 8 hour shifts	8:00 a.m. to 4:00 p.m. 4:00 p.m. to 12:00 a.m. 12:00 a.m. to 8:00 a.m.
(b) 10 hour shifts	6:00 a.m. to 4:00 p.m. 6:00 p.m. to 4:00 a.m.
(c) 12 hour shifts	8:00 a.m. to 8:00 p.m. 8:00 p.m. to 8:00 a.m. with one 8 hour shift - 8:00 a.m. - 4:00 p.m.

(c) There is no obligation on the Employer to schedule employees for all shifts in each category. If all of the above categories or a combination of them are to be implemented, their assignment shall be done by seniority provided that the mix of employees in terms of qualification, skills, etc. is proper in relation to the work of the unit.

(d) Notwithstanding the above, the Employer shall have a seven (7) day per week operation. No more than twenty (20) employees occupying classifications within Wage Schedule “A”, excluding Garbage/Recycling shall be required to work on weekends unless the employee agrees to do so.

16.01 (continued)

- (e) For the purposes of Winter Control, the Employer may, from December 1<sup>st</sup> to March 31<sup>st</sup>, increase the number of employees scheduled to work on weekends from twenty (20) to thirty (30).
- (f) A master rotation shall be established which will ensure that employees will not be required to work on more than six (6) weekends per year. No more than four (4) of these weekends will occur during winter control.
- (g) The foregoing however does not apply to Rink Caretakers (Inside), Lake Ontario Park, Artillery Park, Airport, Landfill, Transit Garage, Material Recovery Facility, and Recreation employees, including Municipal Golf Course and Municipal Marinas, whose hours of work and shifts may be different and may operate over weekends in order to meet service delivery requirements.
- (h) Transit Garage employees will have work schedules posted two (2) weeks prior to the first Monday of the months March, June, September, and December. Schedules in the Transit Garage will be assigned based on seniority. Employees must sign the schedules three working days prior to the end of the posting.

Employees starting times may be changed with twenty-four hours notice to employees affected.

Employees may be requested by seniority to fill vacancies in schedules. If all employees in the classification request not to work the overtime, the junior employee in the respective classification must perform the required overtime work if required.

- (i) Garbage/Recycling shall work forty (40) hours per week. Shifts may be either eight (8) hour shifts, Monday to Friday or 10 hour shifts, Tuesday to Friday starting at 6:00 a.m. Shifts may begin up to two (2) hours later. Employees may check out prior to the end of the shift upon satisfactory completion of their route, including vehicle cleanup.
- (j) Notwithstanding the above, a night shift may be implemented in order to pick up commercial refuse. Employees may check out prior to the end of their shift provided that their route has been completed.
- (k) All employees will be granted two (2) consecutive days off, except when not possible due to shift changes.
- (l) Eight (8) hour shifts may begin up to two (2) hours earlier or later and end up to two (2) hours earlier or later than scheduled times.
- (m) **Two (2) weeks' notice shall be provided by the Employer for changes in hours of work, except in the case of changes due to employee absence which shall require twenty-four (24) hours notice. It is agreed that shifts shall remain in place for a minimum of thirty (30) days. When evening or night shifts are scheduled, shifts may be changed, with the mutual consent of the employee, to the day shift if twenty-four (24) hours' notice is provided. The option of changing to the day shift shall be available to all employees. If all employees on the shift are not required to switch to the day shift then the day shift shall be offered by seniority, provided that the mix of**

16.01 (continued)

**employees in terms of qualifications, skills, etc. is proper in relation to the work to be performed.**

- (n) No employee will be scheduled to work split shifts.
- (o) All employees shall be entitled to a fifteen (15) minute break period in the first half and the second half of each shift. Employees shall take their break on the job site or as close to the job site as possible.
- (p) No employee will be relieved of duty without pay as a result of inclement weather.

**16.02 Schedule "B"**

- (a) The normal workweek for employees occupying classifications on Wage Schedule "B" shall be an average of thirty-five (35) hours per week, minimal of seventy (70) hours in a two (2) week period, 8:30 a.m. to 4:30 p.m. inclusive of a one (1) hour unpaid lunch break, Monday to Friday.
- (b) Notwithstanding the above, employees may be scheduled to work Tuesday through Saturday for the purpose of extending access hours to the public.
- (c) When shifts within any one **Division** are scheduled for both Monday to Friday and Tuesday to Saturday, then the shifts will be offered to employees by seniority, **according to required classifications**. Any shifts not filled by seniority will be staffed in the reverse order of seniority provided that the mix of employees in terms of **classifications, qualifications, skills, etc. is proper in relation to the work to be performed.**
- (d) All employees shall be guaranteed two (2) consecutive days off, except when not possible due to shift change.
- (e) Shifts may begin up to one (1) hour earlier and end up to one (1) hour earlier, or may begin up to two (2) hours later and end up to two (2) hours later than scheduled times. **These changes shall require two (2) weeks advance notice, except in the case of changes due to employee absence which shall require twenty-four (24) hours notice.**
- (f) The above provisions shall not apply to Support Staff at Artillery Park, Material Recovery Center, Culture and Recreation Staff, **Day Care Staff, Licensing Inspector, Animal Control & All By-Law Enforcement Officers**. Their shifts may be up to twelve (12) hours per day except Saturdays and Sundays, which may be up to ten (10) hour shifts. All shifts shall include a one (1) hour unpaid lunch and may cover a twenty-four hour, seven (7) day per week operation.

Day Care Staff

**Day Care Staff shall be paid their regular hourly rate of pay for actual hours worked per week to a maximum of forty (40) hours. The Parties recognize that staff levels may vary from time to time dependent on the number of children attending the Centre. In the event the number of staff is reduced, the reduction shall be done in reverse order of seniority,**

16.02 (continued)

**with the exception of the Cook. Any employee that reports for work at scheduled start time shall be guaranteed a minimum of four (4) hours' pay per day.**

#### Janitors

Average of forty (40) hours per week, with a minimum of eighty (80) hours bi-weekly. Shifts shall be 8:00 a.m. – 4:00 p.m.; 4:00 p.m. – midnight; midnight to 8:00 a.m. Shifts may be scheduled on weekends.

#### Parking Lot Attendants

**Parking Lot Attendants shall work up to an average of forty (40) hours per week, not exceeding eighty (80) hours bi-weekly.** These employees may be on shift work, **which may include weekends.** A one-half (1/2) hour daily running lunch is included in the forty (40) hours. Parking Lot Attendants who work four (4) hours or less shall receive fifteen (15) minutes pay at regular rates in lieu of break periods. Attendants who work over four (4) hours shall receive thirty (30) minutes pay at regular rates in lieu of break periods, which is included in the forty (40) hours.

### **16.03 Schedule “C” – Rideaucrest Home Employees**

- (a) Employees working in the following areas shall work an average of thirty-seven and one half (37 ½) hours with a minimum of seventy-five (75) hours bi-weekly. Shifts shall be up to seven and one half (7 1/2) hours, exclusive of unpaid meal breaks.

**Environmental Services:** Ordinary hours of work shall be between the hours of 0600 and 2400, seven (7) days per week.

**Life Enrichment & Food Services:** Ordinary hours of work shall be between the hours of 0600 and 2200, seven (7) days per week.

**Nursing:** Ordinary hours of work shall be between the hours of 000 and 2400, seven (7) days per week.

- (b) Shifts may begin up to one (1) hour earlier and end up to one (1) hour earlier or may begin up to two (2) hours later and end up to two (2) hours later than scheduled times. Two (2) weeks' notice shall be provided by the Employer for changes in hours of work.
- (c) The schedules of all employees shall be posted one (1) month in advance.
- (d) The employees shall be entitled to a fifteen (15) minute break during each half shift. Employees will have the option of taking one (1) rest period of thirty (30) minutes per shift.
- (e) The Employer agrees that employees will not work split shifts.

16.03 (continued)

- (f) All employees shall be granted two (2) consecutive days off with no less than every second weekend off and all part-time employees shall be granted every third (3<sup>rd</sup>) weekend off.
- (g) Nothing in this Article shall, in any way, be interpreted as restricting an employee from working other hours, provided they have been requested to do so and are willing to work other hours.

**16.04 Schedule "D" - Transit**

**Booking**

A booking is understood to consist of a book of crew guides which shall show hours of work, lunch periods, days off, wages for the day, guide number, and duration of said guide. Bookings will be posted four (4) weeks in advance of the three (3) month period.

**Operator**

Includes full and part time bus drivers.

**Spare**

An operator assigned work, not included in a crew guide, carrying a minimum of seven and one-half (7-1/2) hours per day over a twelve (12) hour spread.

Based on a seven (7) day operation, the principle of an average forty (40) hour work week is recognized and, in applying the principle, the Employer shall provide as many runs as possible as regular assignments varying in working time between eight (8) and eight and one-half (8 ½) hours inclusive of pulling out and pulling in time.

All Spares shall have a fixed starting time, however the regular starting time of each spare may be changed in accordance with seniority by providing notice prior to 4:00 p.m. of the day before.

A booked operator who reports for his/her regular assignment shall be paid the basic rate from the time he is first required to report until finally released from service in any day except for lunch periods from forty-five (45) minutes to one (1) hour, subject to the minimum pay per day.

Any operator who arrives at work late, after their scheduled starting time may be held and, if so, will be considered Junior Spare for the day and be guaranteed the equivalent of six and one-half (6 ½) hours pay at his/her basic rate.

Booked Operators will be allowed time in which to eat between the end of the third (3<sup>rd</sup>) hour and the beginning of the seventh (7<sup>th</sup>) hour after starting work. Spare lunch periods of one half (1/2) hour shall be made flexible and shall be taken between the beginning of the third (3<sup>rd</sup>) hour and end of the eighth (8<sup>th</sup>) hour.

When it is known that additional personnel is required for the next day, an Operator will be required to commit himself/herself before 4:00 p.m. that day to report to work the next day.

#### 16.04 (continued)

When the Operator does not give a decision or cannot be reached, within a reasonable time, he/she will be by-passed and another Operator shall be given the opportunity.

The Employer may designate an Operator(s) to work up to thirty (30) minutes of overtime at the end of his/her shift.

Part-time operators will book the first piece of work (starting times) after the spares have booked. They cannot book pieces of work that will total more than eight (8) hours.

Each operator shall be assigned four (4) days off each two (2) weeks and as far as practical Sundays, with as many consecutive days off as possible. The parties will explore the possibilities, subject to operational requirements, of extending the hours of regular assignments with a view to providing more consecutive days off.

**Operators wishing to trade days off or assignments may do so with Management's approval. It shall be understood that when trading days off, the operator accepting the trade shall be completely responsible that the assignment is completed at no extra cost to the Employer.**

A Scheduling Committee of equal representation from both Union and management will meet prior to the posting of a new schedule to create new guides. If the Scheduling Committee is unable to reach a consensus with the Scheduler they may choose to appeal to the Transit Manager. When the Employer proposes to implement new runs, cut runs, or changes, the Union will be allowed input in advance of the implementation.

#### **16.05 Shift Differentials**

Regular hourly rates of pay shall apply to all hours defined in Article 16. In addition to regular hourly rates, a shift premium in the amount of **\$1.00** per hour shall apply for all hours worked on Saturday and Sunday and **\$0.75** per hour shall apply to all hours worked Monday to Friday before 6:00 a.m. and after 6:00 p.m. Shift premiums only apply during regular hours of work.

#### **16.06 Overtime**

- (a) All overtime must be authorized in advance by the Department Head or Supervisor.
- (b) All time worked beyond the Employee's regular scheduled hours that is not part of a shift shall be considered overtime and paid for at one and one half (1.5x) times the regular rate of pay. Overtime hours on a Sunday shall be paid at double (2x) time.
- (c) Employees wishing to work overtime shall sign an overtime roster, where applicable, within their department and must record with the Employer an active telephone number, it being understood that the employee is not expected to standby for emergency calls unless on Stand-By.
- (d) **Overtime worked shall be on a voluntary basis, except in the Transit Garage where in the event eligible employee(s) refuse the overtime opportunity, the junior employee(s) in the classification that is required to do the work must report and perform the work.**

16.06 (continued)

Overtime shall be on a rotating basis starting with the most senior employee on each overtime roster. Employees will be called in order, subject to required classification and demonstrated that he/she is capable of performing the work in question. Thereafter, the next overtime opportunity shall first go to the employee(s) who were bypassed on the previous call subject to being qualified, otherwise each overtime opportunity shall start where the last overtime call out ended.

In the event an employee is inadvertently bypassed, the employee will be provided the next equal overtime opportunity, subject to required classification and demonstrated that he/she is capable of performing the work in question.

Employees absent from work under Articles 18, 20 and 16.06 (e), are not eligible to be called for overtime during the absence, including weekends, with the following exceptions:

1. In cases of emergency or when no other employee is available.
2. In cases of one (1) day absences with respect to the above noted Articles, whereby the employee will be eligible.

Employees absent from work under Article 19 are not eligible for overtime during the absence, including any scheduled days off adjacent to the absence.

The Employer shall post its record of rotational overtime on at least a monthly basis.

- (e) Employees who work overtime shall have the option of receiving payment for overtime worked or lieu time. Employees may maintain an unlimited lieu bank. Those who choose to take lieu time off will take it at a time, which is mutually agreeable between the Employer and the employee to a maximum of ten (10) days during the period of December 1 to November 30. It is understood that lieu time off shall mean that time off shall be at the overtime rates. For example, an employee working four (4) hours at time and one-half (1.5) shall receive six (6) hours lieu time. Any lieu time remaining at November 30 of each year shall be paid to the Employee.

**NOTE:** Employees will not be paid from the lieu bank upon request. Any time remaining at November 30<sup>th</sup> in each year shall be paid to the employee during the month of December.

- (f) Employees who have been telephoned and agreed to work and fail to do so shall be removed from the overtime roster for a period of thirty (30) days.

**16.07 Call-In Premium**

In the event an Employee is called in for overtime work, the employee shall be paid a minimum of three (3) hours pay at the appropriate overtime rate and the Employer reserves the right to assign other duties to the employee up to the aforementioned three (3) hours.

## 16.08 Standby Duty

Standby Duty shall be on a voluntary basis with the exception of the Maintenance Mechanic at Rideaucrest Home. Standby shall be compensated at the rate of **one dollar and twenty-five cents (\$1.25)** per hour for each hour of Standby.

## ARTICLE 17 – PAID HOLIDAYS

17.01 All employees, except employees on an approved leave of absence of two (2) weeks or more, shall receive without working the equivalent of one (1) day's pay at the regular rate of pay for each of the paid holidays listed in Article 17.02 provided the employee works the working day or the scheduled shift immediately preceding and works the working day or the scheduled shift immediately following the holiday; and has been employed for the three (3) calendar months preceding the holiday; and has earned wages on at least twelve (12) days during the four (4) work weeks immediately preceding the paid holiday listed in Article 17.02.

17.02 The following shall be recognized as paid holidays:

New Year's Day	Canada Day	Victoria Day
<sup>(1)</sup> Heritage Day	Civic Holiday	Boxing Day
Good Friday	Labour Day	Christmas Day
Easter Monday	Thanksgiving Day	

*(1) If the Federal or Provincial Government declares another paid holiday, then such date shall be a holiday and the third Monday in February (Heritage Day) shall be deleted.*

17.03 When the paid holiday falls on a rest day, employees working in Departments or a Division that have a six (6) or seven (7) day operation shall receive one (1) days pay at regular rate of pay in lieu of a day off with pay.

17.04 As many employees as possible shall be entitled to one-half day off with pay when Christmas Eve day and New Year's Eve day fall on a regularly scheduled working day. Those employees that can not be released shall be entitled to one-half day in lieu, **which may be carried over and taken in the following calendar year.**

17.05 When the paid holiday under Article 17.02 falls on a Saturday or a Sunday the Employer may designate the following Monday as a holiday for all or a portion of its operations.

17.06 Employees at Rideaucrest Home, with the exception of Office Staff, shall be eligible for two "floater" holidays per year in exchange for the third Monday in February and Easter Monday as those days shall not be observed as Paid Holidays. Floater days may be scheduled as time off from work through mutual agreement with each employee's supervisor and must be used within the calendar year they are granted.

17.07 At Rideaucrest Home, the scheduling regulations may be waived between December 15 to January 15 in order that all staff are entitled to either Christmas or New Year's Day off. It is expected that staff will alternate working Christmas and New Year's. Where a dispute arises, staff shall work the opposite from last year. Employees who are entitled to Christmas Day off shall be scheduled so the time off shall include Boxing Day, if requested by the employee.



- 17.08 Employees scheduled to work on a paid holiday or when the majority of hours actually worked fall on a paid holiday that is part of the normal scheduled work week, shall be paid at the rate of two and one-half (2½ x) times the regular hourly rate of pay, or receive regular pay for the day plus a day off with pay, **to be taken within the same calendar year with the exception of day(s) granted for working Christmas Day and/or New Year's Day, which shall be taken in the following calendar year.**
- 17.09 Employees called in to work on a paid holiday which is not part of the normal scheduled work week shall be paid at one and one-half times (1 ½X) the regular hourly rate of pay for the actual hours worked. In addition, the employee shall receive pay for the day, provided the employee is entitled to the day with pay in accordance with Article 17.01.
- 17.10 The rate of pay of a part-time employee off on a statutory holiday and entitled to pay for the day in accordance with the Employment Standards Act of Ontario shall be the average of the employee's daily base earnings for the days worked in the 6 pay periods of the Employer immediately preceding the statutory holiday. Such payment shall not exceed eight hours pay for any one statutory holiday.
- 17.11 Employees will receive holiday pay at the same rate of pay he/she is receiving when the holiday occurs.

## **ARTICLE 18 – VACATIONS**

- 18.01 Effective January 1, 2003 an employee shall be entitled to receive an annual vacation with pay in accordance with his/her years of employment as follows:

<b>On completion of less than one (1) year of employment in a calendar year</b>	<b>One (1) working day for each month of employment completed to a maximum of ten (10) working days, calculated as of December 31<sup>st</sup> of the year in which employment commenced.</b>
<b>In the calendar year of the 1<sup>st</sup> anniversary and each year thereafter</b>	<b>Two (2) weeks</b>
<b>In the calendar year of the 3<sup>rd</sup> anniversary and each year thereafter</b>	<b>Three (3) weeks</b>
<b>In the calendar year of the 8<sup>th</sup> anniversary and each year thereafter</b>	<b>Four (4) weeks</b>
<b>In the calendar year of the 16<sup>th</sup> anniversary and each year thereafter</b>	<b>Five (5) weeks</b>
<b>In the calendar year of the 25<sup>th</sup> anniversary and each year thereafter</b>	<b>Six (6) weeks, {plus one (1) day per each additional year after 25<sup>th</sup> year to a maximum of five (5) days }</b>

18.01 (continued)

- *All employees who currently receive vacations which exceed the above schedule shall retain their current vacation entitlement until they reach their next anniversary on the above schedule and shall at that time continue through the above schedule.*

18.02 Engineering Services staff, who at the written request of the Department Head take their holidays other than in the peak construction season of June, July and August shall be entitled to an extra five (5) days' vacation with pay at the current prevailing salary.

18.03 At least five (5) days' vacation shall be taken in the calendar year in which it is due. Employees may carry over not more than ten (10) days' vacation to the following year, provided that a request for the carryover is made in writing to their supervisor by November 1 of the current year.

The Employer shall advise all employees on or about October 1<sup>st</sup> of each year, of any remaining vacation entitlement for the current year.

18.04 If an employee dies, his/her estate or beneficiary shall be paid the full amount of outstanding vacation in the year of death, (e.g. an employee dies in the year in which he/she would have completed ten (10) years of service, the estate or beneficiary receives twenty (20) days of vacation pay plus any vacation carry-over, minus any vacation already taken).

18.05 Employees who resign, retire or otherwise leave the employment of the Corporation shall have their vacation pay pro-rated in accordance with the time worked in the vacation year of leaving. Adjustments shall be made as necessary to the employee's final pay cheque.

18.06 Vacation periods shall consist of the regular periods the employees would have worked if he/she had been on duty and any paid holiday which occur during his/her vacation period shall not be counted as vacation days.

18.07 Vacation with pay shall be reduced on a pro-rata basis in proportion to any absence from work without pay for periods of two (2) weeks or more at any one time, excluding absence due to pregnancy, adoption or parental leave. Employees absent while in receipt of Workplace Safety and Insurance compensation shall be entitled to the full vacation pay in the vacation year in which the accident occurred.

18.08 All employees with five (5) or more years of seniority shall be entitled to two (2) weeks' vacation between June 15 and September 15. As many employees as possible with less than five (5) years' seniority shall be entitled to two (2) weeks' vacation between June 15 and September 15, subject to operational requirements.

18.09 Employees will receive vacation **with** pay at the same rate of pay excluding premiums he/she is receiving when the vacation occurs.

**18.10 Part-time employees that are awarded employee status shall be awarded vacation with pay in the vacation year of transfer at the rate of one (1) working day per month to a maximum of ten (10) working days, less any vacation already taken/vacation pay. Thereafter, vacation with pay shall be in accordance with Article 18.01 and determined by the employee's service date. Part-time employees and employees that are appointed to other positions through Job Posting or otherwise, shall not be guaranteed their vacation selections in the year of commencement in their new position.**

**18.11 A vacation entitlement roster, indicating the vacation entitlement for all employees shall be posted not later than March 1<sup>st</sup> of the current year on a divisional basis. Employees must select their vacation by March 31<sup>st</sup>. Vacations will be granted in order of seniority provided the employee has indicated their vacation request for the current calendar year to the Employer no later than March 31<sup>st</sup>.**

**From January 1<sup>st</sup> to May 31<sup>st</sup>, vacation requests shall be dealt with on a first come first served basis. In the event requests for this time frame are received on the same day from more than one employee for the same vacation period, they shall be dealt with in order of seniority. For this time frame only, requests may be received after November 1<sup>st</sup> of the preceding year.**

18.12 It is understood that it is preferable that employees book their vacation in blocks. Blocks are considered to be equal to the employee’s normal workweek with the exception of those weeks in which there is a Paid Holiday, in which case the block must equal the number of regular working days. Blocked vacation requests shall take precedent over single days, if booked prior to **March 31<sup>st</sup>**. After the Employer has posted the final vacation schedule in accordance with Article 18.13, individual days, shall be selected subject to **Division** operational needs and the Supervisor’s approval.

18.13 The Employer reserves the right to determine the number of employees that are on vacation at any time and ensuring that vacation periods do not interfere with the overall efficiency of the Department. The Employer shall post an approved vacation schedule not later than **April 30<sup>th</sup>**. Thereafter, vacation may be scheduled, for times that are mutually agreeable to the Employer and Employee on a first come basis.

18.14 Part-Time Employees

Part-time employees shall be entitled to periods of vacation equal to employees and shall be paid vacation pay by a percentage of bi-weekly earnings equal to two percent (2%) of basic rate for each week of entitlement, e.g. a part-time employee with six (6) years' service shall receive six percent (6%) of basic rate earnings and a part-time employee with twelve (12) years' service shall receive eight percent (8%) of basic rate earnings.

Basic rate earnings shall be the earnings of the part-time employee for all regular hours worked, at regular hourly rate of pay and shall not include any premium payments.

**ARTICLE 19 – SICK LEAVE**

19.01 The Employer shall provide a Short Term Disability Leave Plan for all eligible employees that provides the following features:

<i><u>Length of Service</u></i>	<i><u>Weeks of Salary at</u></i>	
	<i><u>100%</u></i>	<i><u>66-2/3%</u></i>
Less than 4 months	0	0
4 months but less than 12 months	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less that 4 years	4	13
4 years but less than 5 years	5	12

19.01 (continued)

5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
9 years but less than 10 years	15	2
10 years and over	17	0

- (a) Length of service will be in accordance with Article 11 - Seniority.
- (b) Benefits are payable from the first (1<sup>st</sup>) day of absence for the first five (5) occurrences of sickness and from the third (3<sup>rd</sup>) day of absence for the sixth (6<sup>th</sup>) and for each subsequent occurrence in a twelve (12) month period. Occurrences will be calculated on the basis of a “moving” twelve (12) month period, e.g. date of latest occurrence is June 30, 1999 then the twelve (12) month period is July 1, 1998 – June 30, 1999.
- (c) Employees in Day Care Centres who are required to be off work due to contacting head lice, pink eye, scabies and chicken pox shall not be penalized by this Article and any occurrences off work because of the above will not be counted. Further, in the event of an outbreak of a disease being declared by the Medical Officer of Health, employees at Rideaucrest Home who contact the outbreak disease shall not be penalized by this Article during the outbreak period.
- (d) An incident of absence is any continuous period of absence including vacation, statutory holidays, etc., e.g.:  
  
SSS OO AAAAAOOSS = one incident of five (5) days
- (e) Employees absent due to illness or non-occupational injury in advance of scheduled vacation may, upon approval of the Department Head, re-schedule such vacation. Employees who become ill while absent on scheduled vacation may not change vacation status to sick leave. If they continue ill following the expiration of the scheduled vacation, they will be recorded as sick, subject to proper notification and provision of medical certificates as set out elsewhere in this Agreement. Consideration will be given to employees who are hospitalized or who suffer a serious injury after commencement of vacation.
- (f) Benefits are payable for a maximum of seventeen (17) weeks for each incident of absence due to unrelated illness or non-occupational injury. Where an employee has returned to work and has worked continuously for a six (6) month period with no absence due to the same condition, any further absence for that condition will be considered a new unrelated incident and the employee shall be restored to his/her full entitlement, unless an application for Long Term Disability Benefits has been approved by the carrier for the disability in question. Where an employee has returned to work and has not worked continuously for a six (6) month period and becomes absent for the same condition, the employee will resume benefits to a maximum of seventeen (17) weeks in total of the combined absences. Once the seventeen (17) weeks is exhausted the employee will be considered for Long Term Disability benefits by the L.T.D. provider in accordance with the terms and conditions of the master policy. When an employee has returned to work and becomes absent for a

19.01 (continued)

condition unrelated to a previous absence(s) he/she shall be eligible for benefits in accordance with the schedule.

- (g) The Employer shall continue to pay its normal contribution towards the disabled employee's benefits while in receipt of Sick Leave Benefits under this Article.

19.02 Supervisors shall authorize sick leave pay for employees in their respective departments on the following basis:

- (a) Employees shall receive sick pay at their salary or wage rate as per Article 19.01 for time lost owing to illness, exposure to a contagious disease for which the employee has been quarantined by the Medical Officer of Health, or injury, except when an award is made under the Workplace Safety and Insurance Act.

- (b) (1) All employees shall be covered by the Workplace Safety and Insurance Act and the Regulations of the Workplace Safety and Insurance Board. An employee prevented from performing his/her regular work with the Employer on account of an occupational accident which is covered by the Workplace Safety and Insurance Act shall continue to receive his/her net pay at the time of the injury from the Employer during the duration of the claim or to a maximum of one (1) year. He/she shall turn over to the Employer all monies received from the Workplace Safety and Insurance Board. Those employees who refuse to participate in WSIB rehabilitation programs shall not be eligible for pay or benefits from the Employer.

- (2) Form 7

The Employer shall provide copies of the Workplace Safety and Insurance Board's Form 7 to the employee and to the Union on any claim filed with the Workplace Safety and Insurance Board by the Employer, or on behalf of the employee, upon filing with the Workplace Safety and Insurance Board.

- (3) Employer Intervening, WSIB

When the Employer intervenes or disputes a Workplace Safety and Insurance Board claim, the Employer shall notify the employee and the Union.

- (c) The sick leave rate of pay will be based on the number of hours worked per day at regular rates of pay.

19.03 An employee who is absent for more than three (3) consecutive working days must furnish a certificate on the approved form from his/her physician within seven (7) days from the commencement of such absence, stating the nature and probable duration of the illness, whether it is related to a previous illness, specific restrictions to return to work if applicable and the first and most recent dates of his/her attendance upon the employee in connection with such illness.

**Notwithstanding the foregoing, an employee who is absent due to illness/injury immediately prior to or immediately following booked vacation, must furnish a medical certificate on the approved form within seven (7) days from the commencement of such absence, signed by a duly recognized medical practitioner (medical doctor), stating the nature and probable**

19.03 (continued)

**duration of illness. Failure to provide the properly completed medical certificate will result in the employee not being paid sick benefits for the reported sick leave.**

- 19.04 An employee who is absent for more than twenty (20) working days must furnish, within seven (7) days following the end of each such period of absence, a certificate on the approved form from his/her physician stating the nature of his/her illness, whether it is related to a previous illness, the latest date of his/her attendance on the employee, specific restrictions applicable to return to work, if applicable, and the probable date on which the employee will return to duty.
- 19.05 Failure to provide properly completed certificates as noted in Articles 19.03 and 19.04 above shall result in sick pay being withheld until such certificates are furnished.
- 19.06 The Employer shall have the right at any time to require that an Employee who is absent on account of sickness or accident be examined and reported upon by a physician to be designated by the Employer. The Employer agrees to notify the Union in writing regarding such examination. The employee shall not suffer a loss of pay as a result of such medical appointment and the Employer shall be responsible for any related physician fee.
- 19.07 As of the first pay in December, if an employee is unable to use vacation credits, prior to December 31<sup>st</sup> of that year, due to illness, vacation credits in excess of the allowable carry-over shall be inserted and sick pay interrupted, for example if sick pay is interrupted, short-term disability benefits will be extended by the equivalent days if necessary.
- 19.08** Absence on account of illness of less than 4 hours shall not be counted as an incident provided the employee has reported for duty at the usual starting hour for the day. Pay shall be in accordance with article 19.01.
- 19.09** Employees will report for work as soon as he/she recovers from sickness. Employees who are off sick (except Rideaucrest Home and Bus Operators) shall notify their Department or Supervisor of the intent to return to duty at least one hour in advance of such reporting, however whenever possible, employees shall make every effort to notify their department or supervisor by 4:00 p.m. of the day prior to the day of anticipated return.

#### **19.10 Rideaucrest Home Employees**

Before returning to work, the Rideaucrest Home employee will give notice to Rideaucrest Home, except in circumstances beyond the employee's control as follows:

**Day Shift** Employees off sick one (1) day on the day shift ( e.g. 7 a.m. to 3 p.m.) will notify Rideaucrest Home before 3:30 p.m. on the previous evening of their intention to return to duty.

Employees off sick more than one (1) day or off sick prior to their scheduled days off will notify Rideaucrest Home before 2:00 p.m. on the day prior to returning to work.

**Evening Shift** Employees off sick on the evening shift (e.g. 3 p.m. to 11 p.m.) will notify Rideaucrest Home before 10:00 a.m., on the day they are intending to return to work.

19.10 (continued)

**Night Shift** Employees off sick on the night shift (e.g. 11 p.m. to 7 a.m.) will notify Rideaucrest Home before 2:00 p.m. on the day they are intending to return to work.

### **Bus Operators**

A Bus Operator who is absent due to illness or injury shall notify the Transit office prior to 11 a.m. of his/her intention to book back on for night duty and before 4 p.m. the previous day for morning duty.

**19.11** Employees who fail to provide notice in accordance with Article 19.10 and 19.11 and who report to work may be sent home, without pay.

**19.12** Employees who are eligible for sick leave benefits under this Article shall not be called for overtime until after having worked their next scheduled shift. An employee who notifies the Employer of their availability for overtime prior to the overtime being scheduled shall qualify for overtime based on their seniority. Those employees who notify the Employer after the overtime has been scheduled shall be placed at the bottom of the list and their seniority shall not apply.

Those employees that work under this Article, and do not report for their first scheduled shift, shall be removed from the overtime roster for a period of thirty (30) days.

**19.13** All absences with the exception of those for Bus Operators and Rideaucrest Home employees shall be reported to the employee's department as soon as possible but no later than at least one (1) hour prior to the start of the shift. In order for a Bus Operator to be considered for sick pay, he/she shall report his/her illness to his/her Supervisor or the office two (2) hours in advance of scheduled reporting time. A Bus Operator scheduled to report for any shift after 2 p.m. must report his/her illness by 11 a.m. A Bus Operator who is unable to report his/her illness in accordance with the above times may be paid for the absence provided a reasonable explanation is provided.

**19.14** Rideaucrest Home employees shall notify Rideaucrest Home two (2) hours in advance of the start of the shift whenever possible, except employees working the 11 p.m. to 7 a.m. shift, who shall notify four (4) hours in advance of the start of the shift, wherever possible, of absence due to illness.

**19.15** Those employees who were on an accumulated sick leave plan, but not entitled to a pay-out under their previous Collective Agreement, will have their sick leave placed in a bank for the purposes of topping up LTD to eighty-five percent (85%).

## **ARTICLE 20 – LEAVE OF ABSENCE**

### **20.01 General Leave**

The Employer may grant leave of absence without pay to an employee for any reason, which is regarded by the Employer as legitimate and acceptable. A request for such leave shall be made in writing along with the reasons. A leave of absence shall not be taken without first obtaining the

## 20.01 (continued)

formal approval of the Employer. Benefit plans shall be continued in accordance with the Collective Agreement (e.g. Employee's cost sharing if applicable) for leaves of absence of less than thirty (30) calendar days. Leaves in excess of thirty (30) calendar days shall be without benefits, unless the employee makes the necessary arrangements with the Employer prior to going on leave to pay the cost of monthly premiums.

## 20.02 Union Leave

- (a) **Subject to operational requirements, the Employer shall grant leave of absence without pay and benefits and without loss of service or seniority to an employee to allow him/her to attend to Union Conventions or Seminars or National Executive Meetings and local business. Requests for such leaves of absence shall be made by the Union in writing to the Director of Human Resources at least two (2) weeks before the date where possible, on which this leave of absence is to begin. The maximum number of days that may be granted under this clause shall be two hundred and fifty (250) days per year for the bargaining unit. Such requests will not unreasonably be withheld.**
- (b) An employee who is elected or selected to a full- time position with the Union or any body affiliated shall be granted leave of absence without pay and benefits and without loss of seniority for the term of office/selection. Should an employee be re-elected/or selected a further extension under this clause shall be granted. Every effort will be made to provide sixty (60) days advance notice.
- (c) The Employer agrees to continue the employees wages and benefits when on an approved leave of absence under this Article, provided the leave is less than sixty (60) consecutive calendar days and that the cost of wages and benefits are reimbursed to the Employer based on actual wages plus twenty-six percent (26%) to cover the cost of all benefits under Article 21. The Employer agrees to bill the Union monthly.

## 20.03 Jury Service

Each employee who is called to serve as a Juror shall:

- (1) Notify the Employer immediately upon receipt of Jury Service Notice;
- (2) Be granted leave of absence for such purpose if he/she presents his/her Department Head with a copy of the Jury Service Notice showing the period of such service;
- (3) Be paid his/her full salary or wage for the period of his/her Jury duty, provided the Employee delivers his/her Jury fees to the Employer, except expenses.
- (4) Return to work when the employee can provide at least three (3) hours of work per day to the Employer.

## 20.04 Court Duty

Employees, as a result of their duties with the Employer, who are required to attend court cases in which the Employer is involved shall be paid their regular rate of pay.



#### **20.05 Bereavement Leave**

An employee shall receive, without loss of pay five (5) consecutive working days in cases of the death of a spouse, parent/step-parent or child/step-child. Spouse shall include same sex spouse.

An employee shall receive, without loss of pay, three (3) consecutive working days in the case of death of a brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.

Bereavement leave must be taken within ten (10) consecutive working days of the date of death unless otherwise approved by the Supervisor.

#### **20.06 Pallbearer Leave**

The Employer agrees to grant the necessary time without loss of pay or benefits to a maximum of one (1) day to employees attending a funeral as a pallbearer for fellow employees or former employees.

#### **20.07 Public Affairs Leave**

An employee who is elected to public office shall be granted leave of absence with loss of seniority and without pay and benefits, for the term of office. Furthermore, upon written request, the Employer shall grant leave of absence of one month without loss of seniority or benefits and without pay to allow employees to be a candidate in a Federal, Provincial or Municipal election. The provisions of this article shall apply provided the employee provides sixty (60) days advance notice, where possible, to the Employer.

#### **20.08 Pregnancy, Adoption and Parental Leave**

Employees shall be granted leave of absence for pregnancy, adoption or parenting in accordance with the Employment Standards Act of Ontario. Employees who qualify for maternity benefits under the Employment Insurance Act shall be eligible for a supplementary Maternity Benefit for a maximum of fifteen (15) weeks equal to the difference between benefits payable under the Employment Insurance Act and seventy-five (75%) percent of the employee's regular pay. Vacation credits will continue to accrue while an employee is on a pregnancy or parental leave, provided the employee returns to work. Vacation pay will be based on time worked. Statutory holidays will be paid if an employee meets the requirements of Section 25(1)(b) of the Employment Standards Act (i.e. the employee must have worked on at least twelve days during the four weeks immediately preceding the public holiday).

#### **20.09 Personal Leave**

Each employee shall be granted three (3) personal days per year with pay, for any reason deemed appropriate by the employee, subject to operational requirements. Such requests shall not be unreasonably withheld.

#### **20.10 Self Funded Leave**

The Employer agrees to make available a Self Funded Leave Program as outlined in the Employer's Policy and Procedures Manual, which may be amended from time to time by the Employer.

## **ARTICLE 21 – EMPLOYEE BENEFITS**

21.01 The amount of and eligibility for benefits referred to in this article are subject to the terms and conditions of the policy or policies of the insurer providing such benefits. Any dispute as to entitlement to benefits provided under the policy or policies of insurance is between the employee and the insurer. The Employer agrees to use its best efforts on behalf of the employee in the event of such dispute. It is understood that the Employer's obligation under this article is restricted to the payment of its portion of the premiums necessary to enroll employees in the benefit plans described in this article.

### **21.02 Ontario Health Services and Extended Health Care Plan**

The Employer shall contribute one hundred percent (100%) of the cost of the monthly premiums for the Supplementary Semi-Private accommodation and the Extended Health Care Plan, for each employee who is a subscriber, the spouse, and all eligible dependents. The Employer shall pay the cost of the Ontario Health Services Payroll Tax.

The Extended Health Care Plan shall include a Vision Care Plan, which shall provide for two hundred dollars (\$200.00) coverage for each employee and their dependants every twenty-four (24) months. **Effective January 1, 2003, the Extended Health Care Plan shall include a Vision Care Plan (corrective lens or laser surgery) to a maximum coverage of two hundred and fifty dollars (\$250.00) coverage for each employee and their dependants every twenty-four (24) months.**

**Note: Effective January 1, 2003, amend Extended Health Care Benefit under "Prescription Drugs" to include Generic Drugs when available unless otherwise prescribed by attending physician.**

### **21.03 Group Life Insurance**

All employees with six (6) months' service shall be enrolled in Group Life Insurance on the basis of two (2x) times their annual salary to the amount of the next lower multiple of five hundred dollars (\$500.00).

The Employer will contribute one hundred percent (100%) of the monthly premium cost of the Group Life Insurance.

Group Life Insurance will be conditional upon requirements of the insuring company for all existing employees in the bargaining unit and mandatory for all future employees after six (6) months of service.

The Employer agrees to implement a Dependant Group Life Insurance program providing for spouse coverage of ten thousand dollars (\$10,000.00) and child coverage of five thousand dollars (\$5,000.00), at the employee's cost, and subject to the approval of the Carrier.

No medical examination shall be required for Group Life Insurance.

21.03 (continued)

An employee who has joined the plan before the age of sixty-five (65) and who has reached the age of sixty-five (65) shall have the right within thirty-one (31) days to convert his/her Group Life Insurance to individual insurance at his/her own expense without a medical examination. This right shall also apply to an employee who is a member of the plan and leaves the employment of the Employer.

**21.04 Death of an Employee**

- (a) **If an employee dies, his/her Estate or Beneficiary shall be provided with a cheque in the amount of ten thousand dollars (\$10,000.00) within forty-eight (48) hours of the Beneficiary/Estate making such request. This payment shall be made to the employee's Estate or Beneficiary upon filing of a satisfactory release with the Employer. This ten thousand dollar (\$10,000.00) payment shall be repaid to the Employer upon receipt of the life insurance benefit, which is detailed in Article 21.03.**
- (b) **If an employee dies, while in the employ of the Employer, benefits shall continue for the spouse for three (3) months following the death of the employee.**

**21.05 Dental Plan**

The Employer shall contribute one hundred percent (100%) of the premium cost for a dental plan equivalent to the Blue Cross # 9 Plan.

Effective July 1, 2000, the Dental Plan will be upgraded to the equivalent currently in place for the former Kingston Township employees.

**Note: Effective January 1, 2003, the Parties agree to a nine (9) month recall for insureds eighteen (18) years of age and over.**

**21.06 Liability Insurance**

All employees shall be covered by a liability insurance policy against civil suits arising from the performance of their duties and the policy premium will be paid by the Employer.

**21.07 E.I. Rebate**

It is mutually agreed that any and all accrued premium rate reductions realized by the Employer (five/twelfths (5/12ths) rebate) will be applied to all benefits in this Article.

**21.08 Long Term Disability**

The Employer shall incorporate a Long Term Disability Plan, which shall provide for disability coverage at the rate of seventy-five percent (75%) of the employee's current salary effective on the first day following seventeen (17) weeks of disability for the first two (2) years of disability. Within the first two (2) years of disability, disability shall be defined as an employee not being able to perform their own occupation. After two (2) years under the disability plan, own occupation shall be amended to mean any occupation.

21.08 (continued)

After an employee is on Long Term Disability for a period of two (2) years or longer, disability payments shall be increased by the Consumer Price Index or four percent (4%), whichever is the lesser, and shall continue to be increased on a year to year basis thereafter.

Employees approved for Long Term Disability Benefits shall be eligible to make application for disability waiver of premium provisions under the O.M.E.R.S. plan. In addition, employees in receipt of L.T.D. benefits shall remain eligible for extended health care, semi private hospitalization and dental in accordance with Articles 21.02 and 21.05 respectively, until they return to work with the Employer or elsewhere, retire or die. These employees shall also make application for waiver of premium under the life insurance provision of Article 21.03.

The premiums for Long Term Disability coverage shall be paid one hundred percent (100%) by the Employer for all employees covered by the plan in accordance with the policies and conditions of the plan.

- 21.09 The Employer agrees to pay one hundred (100%) percent of the monthly premiums for Extended Health Care (including Semi-Private Hospitalization), Dental Plan, Vision Care and Group Life Insurance (providing a coverage of fifteen thousand dollars (\$15,000.00)) from date of early retirement up to age sixty-five (65). This shall also apply to employees who retire as a result of a disability recognized by O.M.E.R.S.

**21.10 Retirement**

**O.M.E.R.S. – Basic Plan**

O.M.E.R.S. shall be provided to employees in accordance with the O.M.E.R.S. Act and Regulations.

Employees shall retire from employment of the Employer at the end of the month following the month in which their sixty-fifth (65<sup>th</sup>) birthday occurs, unless retiring earlier.

- 21.11 The Employer shall provide all new employees with an updated benefit information package, at the time of being hired.

**ARTICLE 22 – GENERAL PROVISIONS**

**22.01 Driver’s Licence**

The Employer agrees that should an employee requiring a driver’s license for his/her classification lose his/her license as a result of a first offence after the employee’s date of hire, the Employer will attempt to find suitable alternative work that does not incur unreasonable expense. He/She shall be allowed at such time his/her license is restored to return to the classification held prior to losing his/her license, should it exist. In the event the classification does not exist, the employee shall be returned to a vacant position at the same or lower level applicable wage rate, provided the employee is qualified.

## 22.01 (continued)

In those cases in which the Employer is unable to provide suitable alternative work without unreasonable expense, employees shall be granted leave of absence without pay and benefits for the duration of loss of his/her license to a maximum of two (2) years. It is understood that this shall apply for one instance only for any employee.

The Employer shall not be expected to create a position to provide suitable alternative work.

## 22.02 Intoxicating Beverages

Any employee who reports for duty with his ability impaired by alcohol or narcotics, or who brings intoxicating beverages into or on any premises or vehicle of the Corporation of the City of Kingston, or who partakes of intoxicating beverages or narcotics or has such substances in his possession while on duty, may be suspended or dismissed subject to the grievance procedure. This Article shall be applied subject to the terms of the Ontario Human Rights Code.

## 22.03 Access to Personnel Files

An employee shall have the right, at a mutually convenient time to have access to and review his or her personnel file, and shall have the right to respond in writing, one time, per document contained therein. Such reply shall become part of the permanent record.

## 22.04 No Discrimination

The Employer and the Union agree that no employee shall be discriminated against because of any of the prohibited grounds as defined under the Ontario Human Rights Code.

The parties further agree that there shall be no discrimination, interference or coercion extended or practised against any member of the bargaining unit based on political affiliation or membership and lawful activity or inactivity in the Union.

Words used in this Agreement in the masculine gender shall include the feminine and the reverse shall apply as well.

## 22.05 Sexual Harassment

The Employer and the Union recognizes that no employee shall be subject to sexual harassment. Reference to sexual harassment includes Section 7 (2), Section 7(3)(a) and (b) of The Human Rights Code. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. In cases where sexual harassment may result in the transfer of a person, it shall be the harasser who is transferred, and the victim shall not be transferred against his/her will.

## 22.06 Changes to Collective Agreement

Any mutually agreed changes to this Collective Agreement shall form part of the Collective Agreement, provided the changes are signed by the Commissioner of Human Resources, or delegate and the President, or delegate, plus one other member of the Union Executive. All such agreements are subject to ratification by each of the parties when required.

### **22.07 Agreement Printing**

It is mutually agreed that the Employer shall have printed, in booklet form, **nine hundred (900)** copies of the Agreement, in a union shop, and provided to the Union. The cost of printing shall be shared equally between the parties.

**22.08 Adjustments in pay for illness or other reasons may be made on the current payroll or on the payroll for the next period. Should the error or adjustment be equal to or greater than one day's pay, the City shall issue a cheque to the employee(s) on the next working day for the total amount of the error.**

## **ARTICLE 23 – PAYMENT OF WAGES, ALLOWANCES AND OTHER CONDITIONS**

### **23.01 Job Classifications**

- (a) Employees appointed temporarily to a higher classification shall receive the wage rate next highest to his/her current rate in the salary range of the higher classification. The new rate of pay shall apply for all hours worked in the higher classification. The minimum increase for the employee shall be twenty-five cents (\$.25) per hour, provided this does not place the employee above the range maximum for the higher classification.
- (b) An employee who, at the request of the Employer, is assigned on a temporary basis to work in a classification carrying a lower rate of pay than his/her regular classification shall continue to receive the rate of pay of his/her regular classification.
- (c) An employee who is assigned to work in a classification carrying a lower rate of pay than his/her regular classification because the employee is no longer able to perform the work of his/her regular classification, shall be paid at the rate applicable to the classification to which he/she is assigned.
- (d) When an employee is promoted to a higher classification, he/she shall receive the wage rate next highest to his/her current rate in the salary range for the new classification providing for a minimum \$.25 per hour providing this does not place the employee above the range maximum for the higher classification. He/she shall then progress between that step and the maximum in progression steps, in accordance with time served in the new classification.
- (e) Salary progression for employees shall occur on the first pay period following the anniversary date.
- (f) The part-time employee shall advance to the next increment on the salary scale when the employee has completed hours of work equivalent to qualify a full-time employee for advancement on the salary grid.

### **23.02 Meal Allowance**

When an employee works at least two (2) hours before or beyond his/her normal daily shift, in addition to overtime pay for the actual time worked, he/she shall receive up to a maximum of **eight dollars (\$8.00)** meal allowance.

### **23.03 Safety Boot Allowance**

Except for temporary and probationary employees, the Employer agrees to pay **one hundred and fifty dollars (\$150.00)** in January of each year towards the cost of safety boots for each employee requiring them under the Occupational Health and Safety Act and/or by the Employer, **provided the Employee is not eligible for safety footwear through the Workplace Safety and Insurance Board.**

- (a) Employees receiving this payment shall purchase C.S.A. approved safety shoes.
- (b) Employees in receipt of a safety shoe allowance must wear safety shoes acceptable to the Employer and at times in accordance with the Occupational Health and Safety Act and City policy.
- (c) **Rideaucrest Home:**  
**Effective with year 2003, each full time employee that is required by the Employer to wear safety footwear shall be granted one hundred (\$100.00) dollars in January of each year. Employees in receipt of this payment shall purchase C.S.A. approved safety shoes and wear these shoes at times required by the Occupational Health and Safety Act and/or the Employer.**
- (d) **Transit:**  
**Effective with year 2003, in January of each year, the Employer shall provide one hundred (\$100.00) dollars to full time bus operators for the purpose of purchasing non skid black or brown shoes that are suitable with the appearance of the uniform, unless authorized otherwise.**

### **23.04 Tool Allowance**

Effective with the year 2000, each Mechanic and Welder shall receive up to five hundred (\$500.00) dollars annually for the purpose of updating their tools and Apprentice Mechanics shall receive two hundred and fifty (\$250.00) dollars. Such monies shall be reimbursed upon receipts showing the purchase has occurred.

### **23.05 Car Allowance**

When an employee consents to use his or her vehicle on Employer business, the employee shall be reimbursed based on the per kilometer rate established in the Corporate Travel Policy.

### **23.06 Clothing Allowance**

**Each year, each full time employee shall be given a selection sheet in order that they can record size and selection of items they are entitled to in accordance with this Article. The Employer shall make the necessary arrangements in order that the clothing issues are provided. Commencing in 2004, the Employer will endeavour to issue clothing prior to May 1<sup>st</sup> each year.**

The Employer shall provide special clothing such as rubber boots, rubber suits, safety hats, rain suits and hats, gloves, lined gloves in the winter, or such other clothing for those employees who, in the opinion of the Head of the Department concerned, are working on jobs that justify the provision of such special clothing, or other such clothing.

23.06 (continued)

Employees in Wage Schedule “A”, that require safety T-shirts or those employees that occupy classifications on other Wage Schedules who work outside more than 90 days per year, will be provided with:

- ◆ One (1) orange spring jacket
- ◆ One (1) orange winter parka or winter bomber jacket  
(an alternate colour may apply to those who do not require orange safety rated clothing)

Clothing issued above will be replaced when such articles are returned and prove to be either damaged and rendered unusable as a result of the employees work activities or worn out as a result of normal wear for such garment.

Employees that occupy classifications on Wage Schedule “A” that do visibility sensitive work (i.e. work on roadways or construction sites) shall be issued four (4) safety T-shirts, per year. Other employees that work regularly outside more than ninety (90) days per year and use safety-rated shirts for visibility, shall receive equal issue. Other employees who perform work that occasionally requires safety T-shirt(s) for visibility shall be supplied with safety T-shirt(s), depending on frequency of need. T-shirts shall be short or long sleeved or a combination of both.

Employees in Wage Schedule “A”, or those employees who work outside more than ninety (90) days per year, janitors and print shop employees will be provided annually with:

- ◆ Three (3) shirts or three (3) t-shirts or a combination of both
- ◆ Three (3) pair of pants or three (3) pairs coveralls or a combination of both

In all cases the Employer will determine the manufacturer, supplier, style, material and colour of clothing supplied. Every effort will be made for clothing to be Canadian made and union made subject to availability.

New employees shall be eligible to receive a clothing allowance upon completion of the probationary period.

Any clothing supplies shall be worn on the job where applicable and should not be worn off the job for recreational or other uses nor be sold or given away.

The Employer will supply a replacement of five (5) coveralls each week for all of the Garage employees provided the previous weeks’ issue is returned. Employees working in the Garage shall have the option of selecting summer weight coveralls in summer or winter coveralls in winter. **In addition, Garage Employees shall have the choice to receive one (1) winter parka or one (1) winter bomber jacket annually.**

A committee with equal representation from the Union and the Employer will review the clothing allowance for employees who work outside and will make recommendations on the style, material and colour of clothing supplied. The joint committee will make recommendations for specific clothing to take into account the operational requirements, image reflected to the public, safety and protective clothing requirements.



### Rideaucrest Home

- (a) Where the Employer deems necessary, an allowance of one hundred and forty dollars (\$140.00) will be provided to Rideaucrest Home employees, except office administration staff, for hospital type clothing. Receipts for the clothing purchased must be submitted prior to payment of the allowance.
- (b) The employees agree to purchase hospital type clothing appropriate in keeping with their particular job. The Employer shall determine the colours, styles and material of clothing to be worn at all time by the employees.
- (c) **Clothing allowance for part time employees shall be provided on a pro rated basis based on hours worked during the previous calendar year as follows:**

<u>Hours Worked</u>	<u>Entitlement</u>
599 to 999	\$ 50.00
1000 to 1499	\$ 75.00
1500 to 1949	\$100.00
1950 hours and above	\$140.00

### Transit

The Employer shall provide uniforms for Bus Operators. Uniforms shall consist of the following:

- ◆ Two (2) pairs pants
- ◆ Four (4) long sleeve or short sleeve shirts or a combination of both.
- ◆ One (1) spring/fall jacket
- ◆ One (1) winter coat

The Employer will provide one pair of Bermuda shorts and two (2) short sleeve Polo shirts upon the operator's request, instead of the regular issue, provided it can be purchased at the same cost as the normal uniform budget.

The Employer will pay for the cleaning of uniforms once every two months. One winter coat will be dry cleaned once a year.

A committee with equal representation from the Union and the Employer will review the clothing allowance for bus operators and will make recommendations on the style, material and colour of clothing supplied. The joint committee will make recommendations for specific clothing to take into account the operational requirements, image reflected to the public, safety and protective clothing requirements.

### Day Care

Day Care workers will receive two (2) smocks per year.

**23.07 Replacement of Tools**

The Employer will replace employees' tools that are broken, worn out, lost or stolen, provided such tools have been registered with the Employer and are required to perform the employees' duties and the employees are required to supply such tools.

**ARTICLE 24 – DURATION OF AGREEMENT**

24.01 This Agreement is in effect from *January 1, 2002* until *December 31, 2004*.

24.02 It shall renew itself automatically from year to year unless written notification of intention to modify or terminate this Agreement be given by one of the contracting parties to the other within a period of ninety (90) days prior to the termination date.

24.02 Within thirty (30) days after a notice of intention to modify or terminate the Agreement has been served, the parties shall meet and they shall bargain in good faith and make every reasonable effort to reach agreement respecting the proposed modifications.

24.03 All of the provisions of this Agreement are effective on ratification, unless otherwise specified.

IN WITNESS WHEREOF the parties hereto have executed these presents under the hands of the respective proper officers duly authorized on that behalf, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE CORPORATION OF THE CITY OF KINGSTON

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Commissioner of Human Resources

\_\_\_\_\_  
City Clerk

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 109

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
CUPE National Representative

## APPENDIX “A”

### **CROSSING GUARDS, LIFEGUARDS AND GRAND THEATRE EMPLOYEES**

#### DEFINITIONS

“**Probationary Crossing Guard**” shall mean a new employee hired by the Employer for this purpose and employed for a period of not less than four (4) months.

“**Crossing Guard**” shall mean an employee hired by the Employer for the sole purpose of manning school crossings and employed for a period in excess of the probationary period.

“**Probationary Lifeguard**” shall mean a new employee hired by the Employer for this purpose and employed for a period of not less than four (4) months with a minimum of forty-five (45) hours.

“**Lifeguard**” shall mean an employee hired by the Employer for the sole purpose of performing the duties of a Lifeguard or Instructor as directed by the Supervisor, **and employed for a period in excess of the probationary period.**

#### ARTICLE 11 – SENIORITY

**Crossing Guards** shall accrue seniority with the Employer from September 5, 1989 or date of hire for all purposes except lay-off in which case the employees’ last date of hire with the Kingston Police Department, if applicable, will apply. **Crossing Guards** will be part of Wage Schedule “B”.

**Lifeguards and Grand Theatre employees** shall accrue seniority with the Employer based on the number of hours worked from April 12, 1994 and thereafter from their date of hire. An employee’s seniority shall be considered broken upon resignation and/or if they do not work for at least six (6) months.

#### ARTICLE 13 – JOB POSTING AND PROMOTION

The **Crossing Guard** position is defined as a “disability” job. As such, vacancies will not be posted except that current **Crossing Guards** will be given first opportunity on the basis of seniority to transfer to the location where the vacancy exists.

**Crossing Guards, Lifeguards and Grand Theatre employees** may bid on other positions in accordance with Article 13.

The Employer agrees that disabled employees who are transferred into the **Crossing Guard** position in consultation with the Union as a result of their disability shall have their wages topped up to the net of benefits payable to them under the City’s short and long term disability plans or Workers Safety and Insurance Benefits as applicable.

Employees so transferred shall be continued on any benefit plan (i.e. Extended Health, Dental,) already in place.

## **ARTICLE 15 – LAY-OFF AND RECALL**

This section is not applicable to **Crossing Guards**. The parties agree that time off during the summer school break does not constitute a lay-off.

In the event of a lay-off, employees shall be laid-off in the reverse order of seniority within this section only.

## **ARTICLE 16 – HOURS OF WORK AND OVERTIME**

**Crossing Guards** are employed from the first Monday in September to the last Friday of the school year in June, inclusive. **Crossing Guards** shall be paid for three and one-half (3 ½) hours per day for each day worked

**Crossing Guards** shall not have any wages deducted when not required to work on any week day which is defined as a Professional Development Day, Paid Holiday recognized by the local Boards of Education and school closings such as Christmas Break and Spring Break, except that wages will be deducted for the Spring Break for employees who have completed less than three (3) years of continuous service.

When **Crossing Guards** are absent due to illness or other than the above paragraph, they shall have their wages reduced for each day absent by three and one-half (3 ½) hours pay at the hourly rate contained herein.

Overtime is not applicable to **Crossing Guards**.

The Employer shall post a schedule of hours and days to be worked by **Lifeguards** (winter, spring, summer and fall). Employees shall be given a two (2) week period to sign a roster indicating their availability. The employees who sign the roster shall be scheduled hours and days in order of seniority. Unassigned hours of work or hours that became open due to employee absence shall be filled at the discretion of the Employer.

**Lifeguards** shall be entitled to an eating period of thirty (30) minutes in accordance with the Employment Standards Act. In addition, a fifteen (15) break period will be provided after each two (2) consecutive hours of work.

**Lifeguards** shall receive overtime pay as required by the Employment Standards Act.

Hours of work for the **Grand Theatre employees** are to be established within sixty (60) days of ratification.

## **ARTICLE 17 – PAID HOLIDAYS**

Employees within this appendix are eligible for the following paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day

Employees who transfer to **Crossing Guards** shall have any outstanding vacation entitlements paid out at the time of the transfer.

Employees shall be paid at their normal rate of pay for the Christmas Break and Spring Break in lieu of vacation with pay. No other payment for vacation will apply. Employees with less than three (3) years of continuous service shall not be paid for the Spring Break.

## **ARTICLE 18 – VACATION**

Employees under this appendix shall receive four (4%) percent in lieu of vacation or in accordance with the Employment Standards Act.

## **ARTICLE 19 – SICK LEAVE**

This Article is not applicable, except for sections 19.03, 19.04, and 19.05.

## **ARTICLE 20 – LEAVE OF ABSENCE**

This Article is not applicable except sections **20.05, provided the employee is scheduled to work**, 20.08 and 20.09.

## **ARTICLE 21 – EMPLOYEE BENEFITS**

This Article is not applicable except for sections 21.06 and 21.07. The Employer agrees to pay an additional thirteen percent (13%) in lieu of benefits listed in this Article to age sixty-five (65). This percentage shall be reduced to eight percent (8%) for those who elect to participate in O.M.E.R.S.

## **ARTICLE 23 – PAYMENT OF WAGES, ALLOWANCES AND OTHER CONDITIONS**

This Article does not apply to **Crossing Guards** with the following exception:

- Stop sign
- Traffic vest
- Blaze orange long sleeve shirt (1)
- Rainwear (1 set)
- Parka (1) and thermal vest (1)
- Gloves or mitts (1 pair)

Article 23 (continued)

Issue clothing shall be replaced as required when a minimum of two (2) years has elapsed since the last issue of the item being replaced.

This Article is not applicable to **Lifeguards** , except **Lifeguards** shall be reimbursed by the Employer the cost of acquiring and updating or maintaining certificates for First Aid and C.P.R. in the event that such training is not provided by the Employer. Such reimbursement shall be paid upon the employee's return to work. Any time spent on training provided by the Employer shall be paid at the appropriate rate of pay.

**MEMORANDUM OF UNDERSTANDING**

**Between:**

**THE CORPORATION OF THE CITY OF KINGSTON**

**(the “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 109**

**(the “Union”)**

**This Memorandum will confirm that the Employer representatives will present a Report to City Council prior to March 31<sup>st</sup>, 2003 in regards to the Joint Job Evaluation results. Prior to presentation of the Report, representatives of the Union and the Employer shall meet so that the Union has an opportunity to offer its input on any options that may be open to consideration by City Council.**

**SIGNED at Kingston, Ontario this \_\_\_\_\_ day of \_\_\_\_\_ 2002.**

**ON BEHALF OF THE CORPORATION  
OF THE CITY OF KINGSTON:**

**ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 109:**

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**WAGE INCREASE**

**January 1, 2002 - 3%**

**January 1, 2003 - 2.8%**

**January 1, 2004 - 3%**

**Note:**

**Grand Theatre Employee Wage Schedule**

**Move: Box Office Clerk (now full-time); Bookkeeper (now full-time) into Wage Appendix "B"**

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