

JANUARY 1, 2002 TO DECEMBER 31, 2004

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE

**CITY OF WINDSOR**

AND

WINDSOR MUNICIPAL EMPLOYEES

**CANADIAN UNION OF PUBLIC  
EMPLOYEES**

**LOCAL 82**



08603(07)

# C.U.P.E. LOCAL 82

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**LETTER OF AGREEMENT**

LTD Resolution

Good Faith Undertaking – LTD

THIS AGREEMENT made in duplicate this 22nd, day

of April, 2002.

BETWEEN

**WINDSOR MUNICIPAL EMPLOYEES** \_\_\_\_\_  
**CANADIAN UNION OF PUBLIC EMPLOYEES,**

hereinafter referred to as the "UNION"

of the First Part;

- and -

**THE CORPORATION OF THE CITY OF WINDSOR,**

hereinafter referred to as the "CORPORATION"

of the Second Part;

**WITNESSETH THAT:**

WHEREAS it is the desire of the Union and the Corporation to provide efficient administration and economical operation of municipal service in the City of Windsor, and both parties agree that for such purposes it is essential to maintain the existing harmonious relations between the Corporation and the members of the Union, to provide machinery for the prompt and equitable disposition of grievances, to promote co-operation and understanding between the Corporation and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, and to promote the morale, well-being and security of all the employees included in the bargaining unit represented by the Union and the well-being of the Civic Service as a whole;

NOW THEREFORE to effectuate the foregoing, the Parties hereto mutually covenant and agree as follows:

**ARTICLE 1 - RECOGNITION**

1.01 The Corporation recognizes the Union as the exclusive bargaining agent for all employees in the Department of

Public Works and the Department of Parks and Recreation, save and except office staff, foremen and those above the rank of foremen, stock control clerks, and the technical staff of the engineering division, and save and except also all employees of the Parks and Recreation Department who deal directly with the public in an instructional, supervisory or regulatory capacity in connection with the recreation program.

- 1.02 The Parties agree that in the event of the creation of new positions, sections, and/or departments under the authority of the Council of the Corporation, the bargaining rights for the affected employees will be the subject of discussions and negotiations to determine the appropriate local union jurisdiction.

## ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the right of the Corporation to hire, lay-off, promote, demote, classify or to transfer any employee, and to suspend or otherwise discipline and discharge any employee for just cause. The Union further recognizes such other rights as the Corporation might have conferred upon it by any Statute from time to time.
- 2.02 The exercise of such rights by the Corporation shall be subject to the right of the employee or Union to lodge a grievance in the manner and to the extent provided herein.
- 2.03 The Union further recognizes the right of the Corporation to operate and manage its business in all respects in accordance with its responsibilities. In addition to the location of its plants or places of employment, the methods, processes and means of performing the various works are the right and responsibility of the Corporation. The Corporation also has the right, and the Union recognizes it, to make and alter, from time to time, the rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.
- 2.04 No written or oral agreement will be made by any of the Parties hereto which may conflict with the terms of this agreement. Nothing herein contained shall deprive the Parties of capacity to amend this agreement.

- 3.01 The Corporation and the Union agree that all rights, privileges and authorities vested in them respectively by this agreement shall be exercised in a manner consistent with the terms thereof, and shall be subject to the procedures, provisions, regulations and restrictions governing the exercise of such rights, privileges and authorities as provided in this agreement.

#### ARTICLE 4 - EMPLOYEE'S RIGHTS

- 4.01 Effective January 1, 2000, every employee shall be subject to a probationary period of one hundred and twenty (120) calendar days of continuous employment, commencing on the date of his employment, during which period the Corporation shall have the right to discharge such employee without grievance, provided that every employee shall have the right to grieve on any other matter coming within the scope of this agreement and shall otherwise enjoy the rights, privileges and benefits, and shall conscientiously perform and observe all obligations and responsibilities contained in this agreement.
- 4.02 During the said probationary period, if an employee is laid off or absent from work for any period not exceeding fourteen (14) calendar days, such lay-off or period of absence shall not be deemed to be an interruption of his continuous employment, provided however, the probationary period shall be extended by the amount of time equal to the length of the lay-off or absence. Should the period of lay-off or absence extend beyond a period of fourteen (14) calendar days, it shall be deemed to be an interruption of continuous employment and if the employee is rehired at a future date, the period of probation shall commence from the date of re-employment.
- 4.03 During the time that an employee is serving a probationary period in accordance with the terms of this Article, he shall be known as a probationary employee, and thereafter he shall be known as a regular employee. The term "Employee" as used throughout this agreement shall be deemed to include either or both probationary and regular employees in accordance with the context, unless otherwise stated.

- 4.04 Upon satisfactory completion of the probationary period aforesaid, the seniority of an employee shall be effective from the date upon which the probationary period commenced, and he shall not be required to serve a further probationary period upon being rehired by the Corporation after any lay-off up to twenty-four (24) months in duration, provided that, if such lay-off exceeds twenty-four (24) months in duration the provisions of this agreement shall apply to such employee in the same manner as if he were a new employee.
- 4.05 An employee shall be deprived of any further rights under this agreement if any of the following events shall occur:
- (1) If he voluntarily quits the employ of the Corporation,
  - (2) If he is discharged and such discharge is not set aside under the grievance and arbitration procedures herein,
  - (3) If he is laid off for a continuous period exceeding twenty-four (24) months calculated from the date of lay-off,
  - (4) If he withdraws his contributions to the pension fund at any time,
  - (5) If he is absent from work without permission for a period of three (3) consecutive working days, unless such absence was caused by circumstance, beyond the control of such employee, as a result of which he was unable to advise the Corporation of the reason for his absence,
  - (6) If the Corporation shall serve notice on an employee by certified mail kit, registered mail, or telegram to such employee at his/her last known address, requiring the employee to return to work following a period of lay-off and,
    - (i) the employee fails to notify the Corporation within seven (7) calendar days after the delivering of such notice, of his/her intention to return to work, or
    - (ii) after having so notified the Corporation the employee fails to return to work on the appointed day,
  - (7) On confirmation of his appointment in any position outside the bargaining unit,



(8) If the employee fails to make application as prescribed in Article 19.04 (4) to return to work following such approved leave, or having made application does not report to work except for just cause on the appropriate date.

**4.06** All employees shall notify their Department Heads in writing within one **(1)** week of any change in their address, telephone number, marital status and number of dependents.

**4.07** (a) Where students are employed by the Corporation during the summer school break, they shall be considered as probationary employees for the full period of their employment and while so engaged shall receive the student rate and shall not be employed beyond September **30**. No students shall be hired if any member of the bargaining unit who has achieved seniority, has been laid ~~off~~ nor shall such students be hired to displace any member of the bargaining unit who has achieved seniority. Any students hired shall not achieve seniority under this agreement notwithstanding their length of service in any year or their accumulation of length of service in any number of years.

"Student" shall mean a person attending school, college or university on a full time basis and who has indicated his intention to return to school at the end of the summer break in the current year.

(b) **As** a condition of employment each student shall provide **at** his own expense one pair of safety shoes or boots and two pairs of pants and two shirts. The shirts, pants and safety shoes must be worn and must be in accordance with the standard issue worn by **other** employees at the particular time of the year. It is the intent of the parties that the student be outfitted as hereinbefore described on the first day of his employment.

(c) Students shall not be entitled to those fringe benefits **set** forth in Articles **20.01, 20.02, 20.05, 20.06, 20.12** and **22.06** hereof.

(d) Students shall not be eligible to apply for any job openings posted by the Corporation, excepting postings for temporary positions for the summer period within the department where they are employed.

## ARTICLE 5 - NO DISCRIMINATION

- 5.01 The Corporation and the Union agree that neither will at any time, act or proceed in any manner contrary to the provisions of The Employment Standards Act, The Labour Relations Act, The Industrial Standards Act, The Occupational Health and Safety Act, or The Ontario Human Rights Code, all as amended and any Regulations made thereunder, and both parties will adhere to Council's policy respecting no discrimination on the basis of sexual orientation.

## ARTICLE 6 - UNION SECURITY

- 6.01 All employees of the Corporation for whom the Union is the exclusive bargaining agent as provided in this agreement shall be or immediately become and remain members of the Union in good standing, in accordance with the Constitution and By-laws of the Union as a condition of employment or continued employment by the Corporation. The Corporation agrees, therefore, that, subject to the provisions of Section 51 of The Labour Relations Act, R.S.O. 1995, and amendments thereto, it will not retain in its employ any employee covered by this agreement who is not a member of the Union in good standing. The Union will advise the Director of Human Resources or designate in writing within 48 hours of any employee who is not a member of the Union in good standing.

## ARTICLE 7 - CHECK OFF OF UNION DUES

- 7.01 The Corporation agrees to deduct Union dues and special Union assessments applicable to all members and authorized under the Union's Constitution, from the pay of every employee within the scope of this agreement and to transmit the total amount of such deductions to the local Union Treasurer by the 15th of the month following the month such deductions are made. Deductions shall be taken from each pay and shall be accompanied by a list of employees from whose wages the deductions have been made.
- 7.02 The Union agrees to save harmless and to indemnify the Corporation for any action that may arise through the

deduction of dues and special assessments from any employee's pay, on behalf of and at the instruction of the Union.

- 7.03 The Corporation further agrees to record all employees' contributions of Union dues paid annually, exclusive of special assessments, on the individual employees' T.4 statements of remuneration paid, issued annually by the Corporation for income tax purposes.

#### **ARTICLE 8 - UNION REPRESENTATION AND LEAVE OF ABSENCE FOR UNION BUSINESS**

- 8.01 The Corporation will recognize, for the purpose of negotiating the terms of a new collective agreement or to discuss any matter arising out of the terms of this agreement, a Union Committee comprised of five representatives of the local Union.

- 8.02 (1) The Union will provide the Corporation with a list of the Union Stewards for each division or sub-division of each department and inform the Corporation promptly of any subsequent changes or appointments.

(2) In addition to the foregoing, the Corporation will recognize a Chief Steward for the Public Works Department and a Chief Steward for the Parks and Recreation Department.

- 8.03 The Union shall have the right at any time to have the assistance of official representatives of the Canadian Union of Public Employees at any meeting arranged with the Corporation for the purpose of negotiating the terms of a new collective agreement or to discuss any matter arising out of the terms of this agreement.

- 8.04 Employees required by the Corporation to attend any meetings will do so at the expense of the Corporation if such attendance is required during such employee's working day. Employees attending grievance or arbitration hearings shall suffer no loss of regular pay. **An** employee who attends a Workers' Compensation Hearing in the City of Windsor for the purpose of presenting a fellow employee's appeal shall suffer no loss of regular pay for the time spent presenting the appeal.

**8.05** The Union agrees that, except in the case of a matter pertaining to the terms of this agreement, or any other matter affecting employees under this agreement, which is included in the agenda mentioned in Article 8.07 below, neither the officers nor any member of the Union will make representation either directly or indirectly to any member or members of the Council of the Corporation with respect to any matter coming within the operation of this agreement or within the procedures provided by the Labour Relations Act, unless and until all proper procedures provided by this agreement, The Labour Relations Act or any other applicable Statute have been exhausted.

**8.06** Any employee who is elected or selected for a full time position with the Union or any organization with which the Union is affiliated, is elected as a Member of Parliament or as a Member of Provincial Parliament, shall be granted leave of absence by the Corporation for a **period** of time equivalent to the length of the term of office to which the employee is elected or appointed, and while on such leave of absence shall enjoy uninterrupted seniority provided however,

(a) That an employee who wishes to return to his position and exercise his seniority in that behalf, must elect to do so in writing within 15 days of the termination of his term of office and make himself available for work within 15 days from the date of his election,

(b) That for purposes of this Article, seniority shall bear the meaning ascribed to it in Article 11.01,

(c) Such leave of absence shall otherwise be without pay or benefits provided under the terms of this agreement.

Notwithstanding the foregoing employees who are on a leave of absence as a Member of Parliament or as a Member of Provincial Parliament shall be restricted to a ten year maximum leave.

**8.07** The Corporation agrees to forward by inter-office mail addressed to the Union Secretary at the place of employment and the Union President at the place of residence (if within the limits of the City of Windsor) a copy of the agenda and minutes for each Council meeting at the same time that such agenda and minutes are forwarded to members of Council.

- 8.08 Subject to the prior approval of the Director of Operations, the Director of Pollution Control, the Director of Parks, or the Director of Commercial Services, leave of absence with pay will be granted to Union Representatives to leave their employment when required to carry out negotiations with the employer or to attend hearings held in connection with grievances or complaints under the terms of this agreement.
- 8.09 The Corporation hereby authorizes the employee's immediate supervisor to grant an elected or duly appointed representative of the union, a short leave of absence with pay, not exceeding three (3) hours on any day, in order to carry out any of the functions required of such representatives under the terms of this agreement, including investigation and processing of grievances. The request for any such leave of absence, including the purpose of the business, shall be made a reasonable length of time in advance. Such leave of absence will not commence earlier than three (3) hours before the end of the work day of such representatives, however, such leave may be granted earlier in any matter of urgency. If the request cannot be granted, having regard to the exigencies of the service, the time off will be granted within three (3) working days of the request. In the event the Union representative wishes to speak with any employee in any department other than his own, that employee's immediate supervisor will be advised by the Union representative prior to meeting with the employee.
- 8.10 Effective June 1, 1988, it is agreed that when an employee is absent without pay on an approved leave of absence for the purpose of Union business, the Corporation will continue to pay him at his regular rate of pay, and will pay all benefit premiums except O.M.E.R.S. payments, as if he were present, and the Union will reimburse the Corporation the employee's regular rate of pay and the employee's share of the O.M.E.R.S. payments on a quarterly basis.
- 8.11 Effective September 1, 1984, it is agreed between the Parties that an employee who is a candidate in a Federal or a Provincial election shall be allowed a six week leave of absence without pay or benefits prior to the election date.

- 8.12** All such requests for Union representation and/or leave of absence on Union business shall be made in writing by the Union representative requesting such time off, on an appropriate form as agreed to between the Parties, and in advance of the time requested where possible, and subject further to Article 8.09.

DUR

A • Grievance Procedure: (effective September I, 1984)

- 9.01A In order to ensure that complaints of employees shall be remedied as quickly as possible, the Parties agree that the procedure for submitting and dealing with grievances shall be as follows:

Step 1 If the complaint of an employee is not satisfied by his immediate supervisor, he shall state his complaint to the Director of Operations or to the Director of Pollution Control for the Department of Public Works or to the Director of Parks or the Director of Commercial Services or the Director of Recreation for the Department of Parks and Recreation. The complaint will be dealt with by the Division or Branch Head during working hours and the employee shall be accompanied by a steward. If the complaint cannot be heard immediately, the Division or Branch Head shall give an appointment, no later than four (4) working days for dealing with the matter.

Step 2 - If the complaint is still unsatisfied, any grievance arising therefrom shall be delivered in writing to the appropriate Department Head within seven (7) working days after the occurrence giving rise to the grievance. Such grievance shall be signed by the employee or by the Union Officers in appropriate cases referred to in Article 9.02, and shall be submitted in quadruplicate upon the form provided by the Corporation and approved by the Union.

Step 3 - The Department Head shall hear the grievance within five (5) working days after receipt thereof and the Union shall be entitled to have three (3) Union Representatives with the grievor present at the hearing. The Department Head shall deliver his decision in writing to the grievor and the Union Secretary within seven (7) working days after the hearing of the said grievance.

Step 4 - If the Union wishes to appeal to the Chief Administrative Officer from the decision of the Department Head, it shall deliver written notice to the Chief Administrative Officer within five (5) working days after receipt of the said decision. The Chief Administrative Officer shall hear such grievance within seven (7) working days after receipt of the said notice, and shall deliver his decision in writing to the Union Secretary within seven (7) working days after such hearing.

In the case of a group grievance or a number of grievances arising from a common complaint, the Union will select from the group in the first instance, or from the grievors in the second instance, one or two employees as representatives of all of the affected employees at any and all hearings held in connection with the grievance or grievances.

### **B - Arbitration Procedure:**

9.01B If the Union is not satisfied with the decision of the Chief Administrative Officer, in the matter of any grievance, it may be submitted to arbitration and the procedure shall be as follows:

Step 1 The Union shall deliver a written notice to the Chief Administrative Officer within ten (10) working days after receipt of the decision of the Chief Administrative Officer and within ten (10) days after the delivery of such notice shall designate an Arbitrator to act on behalf of the Union. The Corporation shall appoint its Arbitrator within fifteen (15) days after receipt of the notice to arbitrate. The two (2) Arbitrators, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson, within the time limit, the party lodging the grievance shall within fifteen (15) days request the Minister of Labour for Ontario in writing to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other appointee to such Board.

Step 2 The three (3) Arbitrators shall thereupon be constituted a Board of Arbitration for the purpose of hearing and deciding the issues raised by the grievance, and the decision of the Board shall be final and binding upon the Parties. In arriving at its decision the Board shall not

change or disregard any provisions of this agreement, nor establish or change any wage or rate of pay, but shall have full power to vary or set aside the decision of the Chief **Administrative Officer, or any penalty imposed upon the grievor.** The Board shall also have ~~the~~ power to restore any wages or ~~as~~ far as possible, any other rights or benefits of which the grievor may have been unjustly deprived, and shall have the power to make an award to implement any settlement which may be agreed upon by the Parties hereto.

### C - Management Grievances:

9.01C The Corporation shall possess the right to file a grievance as contemplated by The Labour Relations Act and the procedure shall be as follows.

Step 1 • The Director of Human Resources or designate on behalf of the Corporation, shall lodge the grievance with the President of the Union within seven (7) working days of the occurrence giving rise to the grievance. Within five (5) days of receipt of the grievance, ~~the~~ President and two other elected or appointed officers of the Union, shall meet with the Director of Human Resources or designate to discuss the grievance. Within five (5) days after the said meeting, the President shall deliver to the Director of Human Resources or designate, the Union's answer to the grievance.

Step 2 • If the Corporation is not satisfied with the disposition of the grievance by the Union Grievance Committee, the matter may be submitted to arbitration in which event the procedure as set forth in Article 9.01B shall apply mutatis mutandis.

9.02 The foregoing procedures shall be strictly adhered to by both Parties, provided that any of the time limits imposed herein may be extended by mutual consent, and provided further that if a dispute arises, involving the policy of the Corporation or the interpretation or general application of this agreement, including the question of whether or not a matter is arbitrable, the Parties may mutually agree that the grievance procedure shall commence at the Chief Administrative Officer's level and shall proceed thereafter in the same manner as any other grievance.



- 9.03 It is agreed that both Parties shall have the right to call such witnesses **as** are necessary for the purpose of giving evidence during the hearing of a grievance at any level.

## **ARTICLE 10 - DISCIPLINE**

- 10.01 Whenever a written work infraction is issued, or whenever a recommendation is made for suspension or discharge of any employee, a copy of the work infraction report shall be delivered within seven (7) working days of the occasion giving rise to the work infraction report, or the date on which the Corporation becomes aware of the occasion, to the employee in the presence of the Union Steward who shall also receive a copy of the said report; provided however, that where the employee is not at work and it is not possible to deliver the infraction personally to him, such infraction report shall be sent to the employee by certified mail kit, registered mail, or telegram and a copy shall be delivered to the Union Steward.
- 10.02 **The** Parties agree that the Department Head **or** designate has the right to suspend or discharge an employee, subject to the grievance process.
- 10.03 In the case of discharge or suspension, representatives of the Union and the individual if deemed necessary by the Union shall have the opportunity of meeting with the Director of Human Resources or designate to attempt to resolve the problem before going to grievance procedure at the Chief Administrative Officer's level.
- 10.04 In cases of suspension or discharge, the grievance procedure shall commence at the Chief Administrative Officer level and any grievance shall be delivered within five (5) working days after delivery of the infraction report. At the hearing before the Chief Administrative ~~Officer~~ in cases of discharge or suspension, the Corporation shall firstly present its arguments and evidence in support of its recommendation and the Union shall be privileged to present its arguments and evidence in reply **as** it considers necessary. Thereafter the grievance shall proceed in the **same** manner **as** any other grievance under Article 9. It is agreed that whenever a suspension is imposed it will not be put into effect until the grievance procedure **as** set out in Article 9.01A and 9.01B is

exhausted, provided that Management shall have the right at any time to remove any employee from his job for reason of safety to himself or other and/or to prevent damage to equipment.

- 10.05 In imposing discipline on a current charge, the Corporation shall not take into account any infraction which occurred more than five years previously.

#### ARTICLE 11 - SENIORITY

11.01 In this agreement,

(a) "Overall Seniority" shall mean the length of continuous service with the Corporation as an employee within the jurisdiction of Local 82 measured from ~~the~~ date from which seniority commenced in accordance with Article 4.04 herein. Employees transferring from Local 543 through the job posting procedure shall carry with them all accredited seniority from their previous occupation.

(b) "Classification Seniority" shall mean the length of service within a department in a classification held by the employee measured from the date of the job posting through which the employee obtained the classification.

11.02 (a) Two lists shall be maintained in the Parks and Recreation Department showing the overall seniority as defined in Article 11.01 (a) and the other, showing classification seniority **as** defined in Article 11.01 (b), for each employee in that department.

(b) (i) An overall seniority list shall be maintained in the Public Works Department, including both branches, showing the overall seniority as defined in Article 11.01 (a) **for** the employees for that department, the seniority dates to be shown in separate columns for the Operations Branch and ~~the~~ Pollution Control Branch.

(ii) There shall be maintained a classification seniority list as defined in Article 11.01 (b) for the Operations Branch and a separate classification seniority list, as defined in Article 11.01 (b) **for** the Pollution Control Branch.

(c) **The** overall seniority lists for the Parks and Recreation Department and the Public Works Department shall be

independent of each other and all three classification seniority lists shall be independent of each other.

(d) The Corporation shall cause such lists to be placed on all bulletin boards of the said departments and copies sent to the Secretary of the Union in January of each year.

**11.03** An employee transferred from a job in the Public Works Department within the jurisdiction of Local **82** to a job in the Parks Department within the jurisdiction of Local **82**, or vice versa, through the job posting procedure, shall carry from his previous department, all accredited overall seniority as defined in Article 11.01 (a).

**11.04** An employee who is assigned to a position outside the bargaining unit and has achieved seniority shall be entitled to return to his former position within the bargaining unit without loss of seniority,

(i) if he is not confirmed in the new position at the expiration of the confirmation period, not to exceed nine (9) months, unless extended by mutual consent of the Parties,

(ii) if he is assigned to such new position for a specified temporary period, not to exceed nine (9) months, unless extended by mutual consent of the Parties.

**11.05** Classification Seniority as defined in Article 11.01 (b) shall govern the day to day operations within a department.

**11.06** (a) Whenever it becomes necessary to reduce the working force within a department, employees shall be laid off in reverse order of classification seniority within their department and any employee so affected shall then exercise his seniority in the following order subject to Article **12.02** (a).

(i) Within any classification for which he is classified and in which junior classified employees are working; or failing that

(ii) within the classification of labourer, providing he has overall seniority; or failing that

(iii) within any classification for which he is classified or as decided by Management, is qualified, and in which there are employees with less overall seniority.

In the event an employee is unable to exercise his seniority as above, he shall be laid off by the Corporation.

(b) The Corporation agrees to give notice of layoff in accordance with the provisions of The Employment Standards Act, as may be amended from time to time; provided, however, such notice will not be less than four (4) working days for employees of the Solid Wastes Division and five (5) working days for all other employees.

(c) Any employee who has completed his probationary period and is laid off will (if there is a break in his employment) remain covered at the employer's expense for the benefits referred to in subparagraphs (i) to (v) inclusive of paragraph (a) of Article 20.01 herein for six months following the lay off and break in his employment. Thereafter, such employee may continue to participate in such benefits during the period of lay off, provided he pays to the Commissioner of Corporate Services and Treasurer, the full cost of such participation not later than the twenty-fifth (25th) day of the month prior to the month for which payment becomes due. If such payment is not made as aforesaid, the employee's participation shall be terminated forthwith.

- 11.07 Employees who have been laid off shall be recalled in reverse order of the procedure set forth in Article 11.06 (a). Any laid off employee who has completed his probationary period shall be recalled in order of seniority to any vacancy in the classification of Labourer or General Duties before any employee is hired for that vacancy in any department within the jurisdiction of Local 82. If the vacancy is in a classification higher than that of Labourer, he must hold that classification or be qualified according to the requirements of the job posting and providing that in the latter case, the appointment will be subject to a ninety (90) calendar days confirmation period.
- 11.08 An employee who has been on Long Term Disability benefits pursuant to Article 20 and who has been retrained, may exercise his or her seniority over a junior employee in any other classification within the jurisdiction of C.U.P.E. Local 82 for which the retrained employee is qualified as decided by Management.

## ARTICLE 12 - CLASSIFICATION PROCEDURE

- 12.01 Every employee within the jurisdiction of the Union shall automatically obtain classification seniority as a labourer from the initial date of his probationary employment within his department. All other classification seniority within the respective departments shall be obtained by applying for job postings which the Department Head shall cause to be placed on the various bulletin boards as it becomes necessary in his opinion to classify additional employees.

The appropriate Department Head shall cause a Classification Seniority List of employees in his department to be maintained for each job title shown in Schedule "A". After qualifying in a job, each employee shall be shown on the Classification Seniority List effective from the date on which he applied for the job posting.

The qualification of an employee shall be determined by the appropriate Department Head, and the Corporation reserves the right to retest an employee for any classification at any time, provided that an employee shall have the right of recourse to the grievance procedure in the event of disagreement over his qualifications for a particular classification.

In the event an employee wishes to come out of a particular classification, he shall make application to his Department Head, which application may be granted at the sole discretion of the Department Head having regard to the exigencies of the service and the need to operate in an efficient manner. Should an employee be removed from the classification, he may reapply through a posting at a later date and if accepted, shall be given classification seniority as of the date of the latest posting.

There are certain positions in Schedule "A" where an employee shall be required to progress in his skill and ability and it shall be mandatory for the employee to apply and hold these classifications in the order indicated for the following positions:

Horticulturist IV, III, II and I  
Forestry Assistant, Forestry III and II  
**Truck Driver "B" and "Truck Driver " A**  
**Carpenter and Cabinet Maker (Department of Parks and Recreation)**  
Wastewater Treatment Operator OIT, Class I, Class II, Class III and  
Chief Wastewater Treatment Operator  
Wastewater Collection Operator OIT, Class I, Class II, Class III  
Pollution Control Mechanic Trainee and Pollution Control Mechanic

Provided however, this requirement shall not apply to any employee presently holding any of these classifications as of January 1, 1975.

An employee presently holding any classification within any of the groups above as of January 1, 1975, shall be deemed to hold all of the subordinate classifications within that group. (e.g. Horticulturist I shall be deemed to hold also the classifications of Horticulturist II, III and IV; Horticulturist II shall be deemed to hold also the classifications of Horticulturist III and IV; Horticulturist III shall be deemed to hold also the classification of Horticulturist IV; and a Horticulturist IV shall be deemed to hold only that classification within the group).

#### 12.02 Assignment of Work

(a) Subject to the right of the Corporation to assign work to classified employees (regardless of seniority) for any period not exceeding three (3) days, an employee possessing seniority in more than one classification shall be assigned to the highest paid job for which he is classified, provided however, when a junior classified employee is assigned to a higher classification, the senior classified employee working at the time of the assignment to the lower classification, shall also be paid the higher rate for the hours worked by the junior employee.

(b) An employee possessing classification seniority in more than one job (within one grade) shall be assigned work at any of these jobs as directed.

(c) If an employee does not have sufficient seniority to maintain his position in any classification, he shall, subject

to the applicable provisions of Article 12.02 (a) ~~be~~, assigned in accordance with his classification seniority in the next highest paid grade in which he holds such seniority.

(d) The right of the Corporation to assign work to a qualified employee, regardless of seniority, for a period of 3 days (as provided in Clauses (a) and (c) thereon shall not be abused or exercised arbitrarily.

(e) From January 1st to January 15th annually each employee in the Operations Branch of the Public Works Department shall exercise yard choice, provided however, Management at any time will make the decision on the total complement of employees who shall work from any yard. Except from January 1st to 15th, employees designated to work in a given yard will not be allowed to exercise their seniority in another yard.

(f) Those employees in the Pollution Control Branch who previously worked in the Operations Branch may exercise their seniority rights on a Department wide basis from January 1st to January 15th provided however, that replacements must be available before they are transferred to other work. Once this select number of employees have exercised their seniority rights to move out of Pollution Control Branch, they will not be able to bump back again, provided however, this will not affect the right of these employees to apply for a posting to fill a vacancy in the Branch.

(g) Notwithstanding the provisions of Article 12.02 (a) and (c) an employee holding more than one classification may apply in writing to work in one of his lower-rated classifications. If a job is available, the employee may at the discretion of his department head, be assigned to work at such job at the established rate for that job without removing his name from the higher classification. In exercising such right, the provisions of Article 24.02 and 24.03 shall not apply.

Any such transfer may be subsequently cancelled

- (i) if management feels the efficient operation of the department is adversely affected  
or

- (ii) if the employee successfully applies for a job posting to another classification in which there is an immediate vacancy; or
- (iii) if the department head approves a written request of the employee to come out of the lower classification.

An employee coming out of a lower classification through the job posting procedure or through an approved written request cannot exercise such right a second time within twelve (12) months from the date of transfer.

### ARTICLE 13 - PROMOTIONS, TRANSFERS AND APPOINTMENTS

#### Job Posting and Appointment Procedure

13.01 (a) Every job allocation and transfers from one job to another shall be made on the basis of the Classification Seniority Lists, as described in Article 11.02 (a), maintained by the Department of Public Works and the Department of Parks and Recreation respectively, except as noted when selecting Pollution Control Chief Wastewater Treatment Operators in Schedule "B" (d) Certification Procedure.

(b) When in the opinion of the Department Head it is necessary to seek and qualify additional employees for any particular job classification, a job posting shall be placed simultaneously on appropriate bulletin boards for five (5) full days in the above departments, giving full particulars of the position. The following will be the order of eligibility for considering applicants:

- (1) Members of Local 82 within the department concerned.
- (2) Members of Local 82 in other departments.
- (3) Probationary employees within the department concerned.
- (4) Probationary employees within the other departments.



- (5) If procedures in (1) to (4) inclusive above fail to produce sufficient applicants, the job posting will be displayed within the jurisdiction of Local 543 by the Director of Human Resources or designate.

If there is no person qualified within Local 82 or Local 543 as aforesaid, the Corporation may then appoint any person having the required skill, knowledge and efficiency; provided that, if the position is not filled within ninety (90) days after expiry of the said posting period, the Corporation shall not fill the position thereafter without posting the position again in the same manner as aforesaid. During the posting period the Corporation shall have the right to assign work to the most junior qualified employee. No jobs shall be filled through the job posting procedure in any classification while employees in such classification are laid off from the classification.

(c) Where a new classification is established, the appropriate rate of pay shall be the subject of discussion between the Corporation and the Union.

### Probation and Confirmation

- 13.02 Every employee who is initially accepted for a position as the result of a job posting for another position within the jurisdiction of Local 82 or Local 543, shall be subject to a confirmation period of no more than 90 days. Where it is not possible for the Corporation to evaluate the employee within 90 days, the confirmation period may be extended by mutual consent of the parties.

It is understood that the Corporation in its discretion shall have the right to reduce the confirmation period for any employee who has successfully completed the probationary period referred to in Article 4 hereof. The Corporation shall either confirm an employee in his new position at the end of his confirmation period or return him to his former position without loss of seniority or the employee may at any time prior to his confirmation elect to return to his former position without loss of seniority.

All new appointments to the staff shall be subject to a medical report, satisfactory to the Corporation, as to the physical fitness of the applicant. All necessary medical

examinations, including x-rays, shall be arranged by the Corporation at its expense.

The Union Secretary shall be notified by the Director of Human Resources or designate within **forty-eight (48)** hours of every appointment, resignation, dismissal or lay-off to or from any position within the Bargaining Unit.

The senior selected applicant for a job posting will be given the first opportunity to serve the confirmation period. Each remaining selected applicant will in succession be given an opportunity to complete the confirmation period. The Corporation shall have up to 15 months from the date of the posting to qualify the selected applicants and upon qualifying, the employee shall receive the difference in pay, if any, that they have lost by not being given the opportunity to qualify in order of seniority. Regardless of the actual time of final qualification, all applicants for a particular job posting who qualify within fifteen (15) months will be given classification seniority from the date of the posting.

Where an employee is accepted for training for any job, the employee shall hold the rate of his normal classification for the accepted period of training as may be determined by Management, it being recognized that the training periods may vary in different classifications. Where it is not possible to work the employee continuously to enable the Corporation to complete the employee's training program within 90 days, the training period may be extended by mutual consent of the parties. Classification seniority will be effective from the date of the posting.

When an employee is being trained in a classification, the senior classified employee who is not working in the classification and is working in a lower rated job, shall receive the higher rate of pay during the period of training.

The Corporation agrees to notify in writing all unsuccessful applicants for a position at least **forty-eight (48)** hours before such position is occupied and in any event within six (6) weeks after the expiry of the posting period. Such notice shall indicate the reason why the unsuccessful applicants were not selected to fill the position.

Certain positions within Schedule "A" require the mandatory driving qualifications, shown therein. Notwithstanding anything herein contained, an employee who is required to operate a motor vehicle as a necessary and incidental part of his work, shall do so.

New appointments to the Pollution Control Operating Staff will be required to obtain OIT status within 30 days, and to pass a "requisite exam" prior to confirmation in the position of Operator. If a new hiree has a Certification higher than OIT, passing this "requisite exam" is necessary to obtain a Class I rate of pay. If the new hiree has a Certification higher than Class I in addition to the "requisite exam", a further 180 days specific "in house" training period will be mandatory prior to the employee obtaining the appropriate rate of pay for the Certification level held. (i.e. a total period of 270 days). Any period in excess of 90 days shall not be considered as the period of training for the purposes of Article 13.02.

#### **ARTICLE 14 - STATUTORY HOLIDAYS**

- 14.01 All employees within the scope of this agreement shall be paid at the regular rate of pay for each of the following legal holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Dominion Day	Christmas Day
Civic Holiday	Boxing Day

and the Birthday (or day fixed by Proclamation for the celebration of the Birthday) of the reigning Monarch, and any other day legislated or declared by a competent authority to be a holiday.

Whenever any of the above holidays falls on a Sunday, the day next following shall be in lieu thereof a holiday, and the provisions of this section shall apply thereto.

- 14.01 (a) Effective May 1, 1990 when a holiday as defined in Article 14.01 falls on an employee's scheduled day-off, the employee shall at the employer's option be given a day in lieu of the holiday or the employee's first working day following shall be paid at time and one-half in addition to the holiday pay. The scheduled day-off shall remain without pay.

- 14.02** All employees shall be entitled to a day off with pay on the last regular working day preceding Christmas Day or New Year's Day. Such day off shall be allotted by the department head according to seniority except as may be otherwise required to ensure the efficient operation of the department.
- 14.03** Where for any cause, an employee within the scope of this agreement is required to work for any period of time during the aforesaid holidays, such employee shall be paid one and one-half times the prevailing rate, in addition to the normal holiday pay as provided under Articles **14.01** and **14.02**.
- 14.04** An employee shall not be paid for any of the above legal holidays if he is absent without good cause on the scheduled working day immediately preceding or succeeding any such holiday.
- 14.05** Notwithstanding anything hereinbefore contained it is understood and agreed that, unless he has completed the first thirty (30) days of his probationary period, no employee shall be entitled to be paid for any statutory or other holiday provided under this Article.
- 14.06** (a) Where an employee is laid off, is absent without pay, or is on Long Term Disability benefits pursuant to Article **20** and the employee has not earned wages on at least 12 days during the four weeks immediately preceding any of the holidays as set forth in Article **14.01** herein, he shall not be entitled to pay for any holiday occurring during such absence
- (b) Those employees who are scheduled to work a four (4) day work week and are laid off, are absent without pay, or are on Long Term Disability benefits pursuant to Article **20** and the employee has not earned wages on at least ten (10) days during the four weeks immediately preceding any of the holidays as set forth in Article **14.01** herein, such employee shall not be entitled to pay for any holiday occurring during such absence.
- 14.07** Where a shift commences on one calendar day and finishes on a subsequent calendar day, it shall be considered that all hours worked fell on the day where the

greatest number of hours occur for the purpose of calculating holiday pay. If the hours are equal, it will be deemed that the greatest number of hours fell on the holiday.

## ARTICLE 15 - VACATIONS

15.01 Subject to what is contained in Articles 15.08, 15.11 and 15.12 herein, all employees shall be entitled to an annual vacation with pay upon the following basis:

In the first calendar year of employment having accumulated <b>less than six months of employment</b>	4% of accumulated earnings
In the first calendar year of employment having accumulated more than six months of employment	At the employee's option and if time permits, one week consisting of five (5) working days; provided, however, his vacation pay for the year shall be not less than 4% of his accumulated earnings. If time does not permit or the employee does not exercise his option, he shall receive 4% of his accumulated earnings for the year.
In the second calendar year of employment	Two (2) weeks consisting of ten (10) working days
In the third through the sixth calendar year of employment	Three (3) weeks consisting of fifteen (15) working days
In the seventh calendar year of employment	Three (3) weeks and two (2) days consisting of seventeen (17) working days
In the eighth calendar year of employment	Three (3) weeks and three (3) days consisting of eighteen (18) working days
In the ninth calendar year of employment	Three (3) weeks and four (4) days consisting of nineteen (19) working days

In the tenth through the seventeenth calendar year of employment	Four (4) weeks consisting of twenty (20) working days
In the eighteenth through the twenty-fourth calendar year of employment	Five (5) weeks consisting of twenty-five (25) working days
In the twenty-fifth calendar year of employment	Five (5) weeks and one (1) day consisting of twenty-six (26) working days
Effective January 1, 2004 In the <b>twenty-fifth</b> calendar year of employment	Five (5) weeks and two (2) days consisting of <b>twenty-seven</b> (27) working days
In the twenty-sixth and all subsequent years of employment	Six (6) weeks consisting of thirty (30) working day

In no event shall the vacation pay received by an employee in any calendar year be less than that provided by The Employment Standards Act, as amended from time to time.

**15.02** All vacation times are subject to the approval of the Department Head and the exigencies of the service.

**15.03** In the Parks and Recreation Department, selection of vacation times shall be made on the basis of Corporation seniority. Subject to Article 15.06 herein, in the Public Works Department, selection of vacation times shall be made within the sub-division of each division on the basis of Corporation seniority.

Selection of vacation times in each department shall be made and, upon the approval of the Department Head, posted upon the appropriate bulletin boards no later than March 1st of each year. ~~Once~~ posted, the vacation schedule shall not be changed unless mutually agreed upon in writing by the Department Head and the employee; and, in the event mutual agreement is not reached, the matter will be referred to the Chief Administrative ~~Officer~~ whose decision shall be final and binding.

**15.04** Notwithstanding anything herein contained, and subject to Articles 15.06 (a) and (b) all vacation times shall be

subject to the approval of the Department Head so far as may be required to ensure the efficient operation of the Department. Each employee shall be permitted to select not more than three (3) weeks of vacation per preferential selection. Each employee shall select (a) vacation period(s) with the most senior employee of the department having the first preferential selection and the most junior employee of the department the last. The second and subsequent preferential selections will then be made on the same basis and so on until all vacation entitlements and preferences are exhausted.

In the Parks and Recreation Department, only 12 employees shall be entitled to be on vacation at the same time in any one week.

15.05 Where a statutory holiday, as defined herein, occurs during an employee's vacation period, such employee by mutual consent may elect to receive his normal pay for the day in question or select another mutually acceptable day for vacation purposes in lieu thereof.

15.06 For Pollution Control Plant Wastewater Treatment Operators and Chief Wastewater Treatment Operators working at a plant staffed by multi-employees per shift, the following vacation schedule will be followed to facilitate granting of vacations during the prime summer months of June, July and August:

Each shift as designated by the letters, A, B, C, D, E, shall have their summer vacations posted in sequenced order, for a period of two weeks each, from mid-June to the end of August. In each succeeding year the shift to have taken the first posted vacation period, in the previous year, will drop to the last posted vacation, and the other four shifts will move up two weeks.

An employee may take only two weeks, (10) consecutive working days of his annual vacation during the prime summer months involving the period mid-June to mid-September (herein called the "Summer Vacation Period"). He may elect to use his remaining vacation entitlement (if any) in the summer vacation period only if there are other periods of time remaining unclaimed by any other Chief Wastewater Treatment Operator or any other Wastewater

Treatment Operator. The unclaimed time must be finalized prior to May 15 of each year. Subject to the above restriction, an employee can schedule his vacation, or any balance of vacation entitlement subject to the provisions of Section 15.02 prior to the summer vacation period. For all purposes, vacations shall be scheduled so that no more than one (1) shift is away at any one time.

The Corporation shall permit a mutual exchange of vacations between two Chief Wastewater Treatment Operators, or between two Wastewater Treatment Operators, provided the employees both sign the approved vacation exchange form, and have the form signed by their immediate supervisor on or before May 1 of each year.

**15.07** All vacations shall be taken during the calendar year in which they are earned except if:

- (a) the employee requests and is granted permission by the Chief Administrative Officer to carry forward any or all of his vacation entitlement to the next calendar year, or
- (b) If a postponement is at the request of Management, in which case the unused portion of the employee's vacation entitlement shall be carried forward to the next calendar year.

The Union shall be notified in either case. It is agreed that the selection of vacation entitlements carried forward under (a) or (b) shall be made in accordance with the provisions of Article 15.04 herein.

**15.08** When an employee leaves the service he will be granted the following vacation pay less the pay for any vacation taken during the calendar year in which the employee leaves the service:

- (a) for reasons of death or disability - full vacation pay,
- (b) other - if the employee leaves the service in the first three (3) months of the calendar year, the employee shall receive twenty-five (25%) percent of employee's normal vacation for the calendar year;
  - if the employee leaves in the second three (3) months of the calendar year, the employee shall receive fifty (50%)



percent of the employee's normal vacation for the calendar year;

- if the employee leaves in the third three (3) months of the calendar year, the employee shall receive seventy-five (75%) percent of the employee's normal vacation for the calendar year;

- if the employee leaves in the fourth three (3) months of the calendar year, the employee shall receive one hundred (100%) percent of the employee's normal vacation for the calendar year.

Overpayment of vacation pay under this sub-clause shall be recoverable from an employee,

- (i) By deduction from wages due on leaving the service,
- (ii) By deduction from sick-leave gratuities due on leaving the service,
- (iii) If the deduction made under (i) and (ii) will not suffice to effect full recovery, by payment by the employee to the Corporation as a debt due, the amount of such deficiency or the balance thereof.

**15.09** It is agreed that upon the death of an employee, the Corporation shall pay the value of any unused vacation entitlement, according to this agreement, to the legal representative of such employee pursuant to the laws of Ontario.

**15.10** (1) The vacation of an employee who, on his last scheduled working day prior to the commencement of his scheduled vacation is absent because of illness (substantiated under the requirements of By-law 980) or an injury (compensable or non-compensable) which results in an absence from work of less than 6 months and such absence extends into the employee's scheduled vacation time, and

**(2)** The vacation of any employee who during the said vacation

(a) is admitted to hospital as a bed-patient,

or

(b) suffers a recurrence of a previously approved compensable injury

shall be deemed to be postponed, unless the employee affected under sub-clause (1) hereof prior to the first day of his scheduled vacation, notifies his Department Head to the contrary. Such postponed vacation shall, if time permits, be taken prior to the end of the calendar year in which the postponement occurs and in accordance with Articles 15.02, 15.03 and 15.04 as contained herein.

If time does not permit the unused vacation shall be deemed to be lost but the employee shall receive the vacation pay to which he is entitled under the provisions of Article 15.01 herein less any portion thereof which he has already received.

Absences as defined in 15.10 (1) and 15.10 (2) above shall be charged to the employee's accumulated sick-leave credits or Workers' Compensation as the case may be, subject to proof of claim.

In the event of an employee receiving pay for a period of absence as defined in 15.10 (1) and 15.10 (2) above, and there is an insufficiency of sick-leave credits to cover the period of absence or should his sick-leave application or Workers' Compensation claim be rejected the employee may:

- (a) reimburse the Corporation as a debt due, the amount of such overpayment, or
- (b) in the case of a rejected W.C.B. claim authorize the transfer of sufficient sick-leave credits to cover the amount of such overpayment, or
- (c) authorize the transfer of sufficient vacation entitlement to cover the amount of such overpayment. If the employee exercises this option, he will forfeit the vacation time.

15.11 Where an employee is granted a leave of absence or is on Long Term Disability benefits pursuant to Article 20 for any period of one (1) month or more, such employee's next vacation entitlement will be reduced on the basis of one-twelfth (1/12th) for each month's absence calculated to the nearest half-day. Employees on L.T.D. Partial Work Day are exempted from this clause.

15.12 Where an employee is absent from work for more than 131 working days in any calendar year as a result of a

compensable injury or injuries his vacation entitlement for the aforesaid calendar year as defined under Article 15.01 herein shall be reduced by one-twelfth (1/12th) for each period of twenty-one (21) working days absence in excess of the said 131 working days as a result of a compensable injury or injuries. Any absence for part of a working day will be considered a full working day's absence. In the event an employee has used his full vacation entitlement or any part thereof for the aforesaid calendar year to the extent so that the above reduction cannot be fully satisfied in that calendar year, the difference thereof shall be deducted from the employee's next vacation which shall be not less than provided by The Employment Standards Act.

- 15.13 In the event of an emergency situation, an employee may be allowed by his department head to use one day of his unused vacation allowance for a maximum of five (5) days in the calendar year.
- 15.14 Employees who are not subject to Article 26 and who have a reasonable possibility of being laid off before the end of the calendar year may receive their vacation pay on the first pay day in July by separate cheque. The Union must supply a list of requesting employees to the respective Department Head one month prior to the first pay day in July. Any overpayment of vacation shall be deducted from the employee's pay cheque as a debt due.

#### ARTICLE 16 - WORKING CONDITIONS

- 16.01 Except as hereinafter provided in Schedule "B" hereto, the normal work week shall consist of five (5) days per week, Monday through Friday inclusive.
- 16.02 The normal work day shall consist of eight (8) hours.
- 16.03 The normal working hours for employees of the Department of Public Works shall be between the following hours:
- |                          |                         |
|--------------------------|-------------------------|
| Operations Branch        | 7:30 a.m. and 4:00 p.m. |
| Pollution Control Branch | 8:00 a.m. and 4:30 p.m. |
- 16.04 The normal working hours for employees of the Department of Parks and Recreation shall be between **7:00 a.m. and 3:30 p.m.**

- 16.05 The normal working hours of any employee may be varied at any time by mutual agreement between the Corporation and a member of the Union Executive.
- 16.06 A lunch period of one-half (1/2) hour shall commence at the end of the fourth hour after the start of the work day, except that by mutual agreement between the Parties the starting time of the lunch period may be altered. The lunch period does not constitute part of the 8-hour work day. One fifteen (15) minute work break will be allowed before the lunch break and one after the lunch period at a time allowed by the Supervisor.
- 16.07 An employee's scheduled working hours shall be posted and the employee shall be notified in writing at least twenty-four (24) hours in advance of any change in hours. Where an employee is required to work without being given proper notice, he shall be paid the applicable overtime rates for all hours worked.
- 16.08 During a five (5) shift operation schedule in the Pollution Control Branch of the Public Works Department, the requirement of twenty-four (24) hours' notice for change of shifts shall not apply to Maintenance Chief Wastewater Treatment Operators and Maintenance Wastewater Treatment Operators. The start of all operating schedules of the shift rotation begin midnight each calendar day.
- 16.09 Should it appear to the Department Head that an employee is engaged in any employment outside his regular employment with the Corporation to the extent that it interferes with his work for the Corporation it shall be the privilege of the Department Head to either instruct such employee to cease his employment outside of his regular employment, or recommend dismissal of such employee.
- 16.10 During inclement and cold weather, all employees travelling from the jobs to the yards, and vice versa, shall be transported under cover from the elements.
- 16.11 (i) Any employee who will be absent from work due to illness or injury, where possible shall report, or cause to be reported, not later than one-half hour before his scheduled starting time, such anticipated absence; provided however, employees of the Arena Division shall report or cause to

be reported such anticipated absences not later than one (1) hour before scheduled starting time.

(ii) An employee who is absent from work due to illness or injury shall notify his department by 5:00 p.m. on the day prior to returning to work, of his intention to return to work.

(iii) Any employee who is absent from work due to illness or injury shall produce a certificate from a qualified medical practitioner in the prescribed form as frequently as is required, as well as a certificate (if required) indicating his physical ability to return to work before resuming work after an illness.

16.12 The Corporation will provide lunch room facilities at its main base yards and also mobile lunch rooms in the general areas where twelve (12) or more men are working as one unit. All employees will be given the opportunity of availing themselves of these facilities; provided however, that during the months of May through October inclusive employees working in crews on road and sewer maintenance will be required excepting during inclement weather to eat their lunches on the job sites if municipal lunch room facilities are available or if required by operational circumstances. Employees will make use of the lunch room facility closest to the location where they are working.

16.13 It is agreed that the Arena Division of the Parks and Recreation Department will operate with a 5-man schedule for each arena comprised of four employees on duty in the arena with the fifth employee scheduled as being on X-days or spare shift. While on X-days, the spare attendant will be assigned to the Parks Division in a classification which he holds regardless of seniority or failing that, to a position as a Labourer regardless of seniority, and will be paid the rate of pay of a Rink Attendant.

16.14 An employee may, at the Department Head's sole discretion, use accrued vacation days or accumulated lieu time as sick days if the employee has exhausted his or her sick days due to long term illness or illnesses.

16.15 In the event of a change of shift, there shall be a minimum of at least eight (8) hours break between shifts. Where

there is less than eight (8) hours break between shifts, all hours worked in the second shift not at least eight (8) hours **from** the scheduled finish of the first shift shall be at a premium rate of time and one-half. ' .

#### **ARTICLE 17 - OVERTIME**

17.01 Except **as** hereinafter stated, all employees shall be paid overtime rates as follows:

(i) one and one-half (1-1/2) times the regular rate for all overtime worked Monday through Saturday.

(ii) two (2) times the regular rate for all overtime worked on Sunday.

Provided, however on a 24 hour rotating shift schedule, overtime will be paid as follows:

(a) one and one-half (1-1/2) times the regular hourly rate for all hours worked on an employee's first scheduled day off and all overtime worked on any regularly scheduled work day.

(b) **two** (2) times the regular hourly rate for all hours worked on the second scheduled day off.

17.02 For the purposes of this agreement "overtime" shall mean as follows:

(i) All hours worked prior **to** an employee's scheduled starting time, provided however, that he works his normal 8-hour shift thereafter, or is excused earlier for cause.

(ii) All hours worked in excess of eight (8) hours in any calendar day.

(iii) All hours worked in excess of a normal work week.

17.03 The above overtime rates shall not apply to hours worked as part of a regular forty (40) hour week,

(i) On Saturdays, by those employees who have a regular Monday through Saturday work week, namely:

General Duties I (from April 15 to November 15)

General Duties II and III

Animal Control

Hand Street Sweepers  
Night Hand Sweepers  
Night Refuse Collection Crews  
Night Mechanics • Central Garage

(ii) On Saturdays and Sundays, by those employees who have a regular Monday through Sunday work week, namely:

Pollution Control Plant Chief Wastewater Treatment Operators and Wastewater Treatment Operators  
Private Drain Cleaners  
Service Attendants  
Security Guards  
Security Guard - Crawford  
Mechanical Sweeper Operators  
Flusher Operators  
Vehicle ~~Lube~~ and Service Attendants  
Certified Refrigeration Operators  
General Duties I (from April 15 to November 15)  
Rink Attendants A and B  
Equipment Repairers • Parks  
Truck Drivers " A • Showmobile (from April 15 to October 31)  
Refrigeration Operators (maintaining filtration equipment)  
\* Truck Drivers "A" • Beautification Watering Program  
\* Effective January 1, 1982

**17.04** (a) In the case of call-out emergencies, employees shall be paid at the rate applicable for the period worked or for three (3) hours, whichever is the greater, except that the ~~three~~ hour minimum shall not apply when the call-out time worked immediately precedes or follows the scheduled working hours.

(b) Persons being tested or instructed on times other than the normal shift, shall receive the provisions of the call out Article 17.04 (a).

**17.05** (1) Distribution of Overtime

(a) (i) All overtime shall be voluntary and, notwithstanding Article 17.09, shall be distributed on a rotational basis, starting with the senior employee working in the classification at the time, and

continuing through the classification seniority list of the other employees working in the classification at the time. Thereafter overtime shall be offered to the employee working in the classification at the time who has the least amount of overall overtime hours. Working in the classification at that time shall be defined as having worked a minimum of one shift in the classification within seven (7) calendar days prior to the scheduled overtime.

(ii) Notwithstanding the above, overtime shall be mandatory for purposes of legislated training as scheduled by Management for employees at Pollution Control.

(b) **On** failure to obtain the required number of employees from those currently working in the classification, the Corporation shall then distribute the overtime on a rotational basis among classified employees not currently working in the classification starting with the senior employee and continuing through the classification seniority list. Thereafter overtime shall be offered to the classified employee not currently working in the classification who has the least amount of overall overtime hours.

(c) Sub-paragraphs (a) and (b) shall apply only to scheduled overtime. **On** daily operations when it becomes necessary to work overtime, it shall be offered firstly to those employees working on the job where the overtime is required.

(d) **An** employee who is absent on sick leave, compensation, vacation or lieu time, shall be deemed not to be available for overtime after the completion of his normal shift on the last scheduled day prior to sick leave, compensation, vacation, lieu time or before his normal starting time on the day he is due to return to work. For the purposes of this article, the employee's vacation or lieu time shall be deemed to begin on his/her next regular working day.

(e) Notwithstanding the foregoing, overtime in the Arenas Division of the Parks and Recreation Department shall be distributed as follows:



1. The employee working on the shift prior to the overtime shall be asked first and if he accepts he shall not work overtime in excess of 8 hours.
  2. Upon failure to obtain the necessary personnel using paragraph 1 above, the employee who is scheduled to work the shift following the overtime shall be asked next.
  3. Upon failure to obtain the necessary personnel using paragraph 2 above, employees scheduled to work any other shift at the Arena where the overtime is required shall be asked next.
  4. Upon failure to obtain the necessary personnel using paragraph 3 above, employees working at any other Arena shall be asked next.
  5. Upon failure to obtain the necessary personnel using paragraph 4 above, the employee with the least amount of overtime in the department who is classified and who is not working in the classification shall be asked next until the list of all such employees is exhausted. Where the overtime hours are equal, classification seniority shall govern.
  6. Upon failure to obtain the necessary personnel using paragraph 5 above, the employee with the least amount of overtime in the department who is qualified shall be asked next until the list of all such employees is exhausted.
- (f) (i) Notwithstanding the foregoing, should overtime be required for an Electrician, Plumber, Carpenter, Equipment Repairer - Pool Operator or Stone Mason in the Parks and Recreation Department, it shall be offered to only those employees who hold the classification for which the overtime is required.
- (ii) In the event that there is more than one (1) employee classified, the employee with the least amount of overall overtime who is qualified shall be asked next until the list of all such employees is exhausted.

## **(2) Keeping of Records**

- (a) All overtime records shall be maintained by Management as current as possible in classification and

overall seniority listings and will be available to any employee.

(b) Employees will be charged only for hours worked, or refused (refusal being defined as a verbal "no"), or failing to report for work after having accepted an overtime assignment, or having been paid overtime pay as a result of a Management error.

(c) When an employee transfers from one Department to another and has fewer overtime hours than the employee with the least amount of hours in the classification transferred to, he shall be given the average of the overtime hours of the employees in the classification. The average given would be non-transferrable in the event of a subsequent transfer.

(d) When an employee transfers from one Department to another and has more overtime hours than the employee with the least amount of hours in the classification transferred to, he shall be slotted in the new classification at the appropriate level of his overtime hours.

(e) Overtime shall not be charged against employees on vacation, jury duty, Union business, bereavement leave as defined in Article 19.02 herein, lieu time or sick leave, or against any employee not working in the classification who refuses.

(f) An employee missed by error for overtime work will be given other overtime work within two weeks of the complaint to make up for the lost overtime or will be paid the applicable premium rates for the hours missed within two pay periods of the occurrence.

### (3) Winter Control

Overtime for snow removal crews shall be separate from all other overtime, and shall not be charged against an employee on the classification or overall seniority listings.

17.06 Effective January 1, 1997, in the event that an employee is required to work two (2) hours immediately prior to his normal starting time, he shall be paid a meal allowance of ten dollars (\$10.00).

- 17.07 Effective January 1, 1997, in the event that an employee is required to work two (2) hours in excess of any 8 hour shift, exclusive of call-backs, he will be paid a meal allowance of ten dollars **(\$10.00)**.
- 17.08 The provision of payment of sick leave credits shall not extend to overtime work.
- 17.09 If a vacancy should occur on any shift in the **4** or **5** shift operation schedule of the Pollution Control Plants, the following procedure of call-out shall be implemented:
- (i) The Maintenance Shift Chief Wastewater Treatment Operator or Maintenance Shift Wastewater Treatment Operator shall be asked to work;
  - (ii) Failing to fill the shift as in (i) the Chief Wastewater Treatment Operator or Wastewater Treatment Operator on their first day off shall be asked;
  - (iii) Failing to fill the shift as in (ii) the Chief Wastewater Treatment Operator or Wastewater Treatment Operator on their second day off shall be asked;
  - (iv) Failing all (i, ii, iii) above the Chief Wastewater Treatment Operator or Wastewater Treatment Operator on shift at the time the vacancy occurs shall ~~be~~ asked.

Provided however, an employee who has reported sick will not be considered for overtime on those days he is absent from work.

#### **ARTICLE 18 - SHIFT PREMIUMS**

- 18.01 All employees on regular shifts in which the greatest number of hours worked occurs between **4 p.m.** and **8 a.m.** shall be paid a premium of forty cents (\$0.40) for each hour worked between the said hours provided that such premium shall not be payable to any employee who is entitled to overtime rates under Article 17 nor shall it be payable with respect to vacations, statutory holidays or sick leave, except for those employees who have been posted to a permanent shift premium **job**.

Effective January 1, 2000, all employees on regular shifts in which the greatest number of hours worked occurs between **4:00 p.m.** and **8:00 a.m.**, shall be paid a premium of forty-five **(\$0.45)** for each hour worked between the

said hours provided that such premium shall not be payable to any employee who is entitled to overtime rates under Article 17 nor shall it be payable with respect to vacations, statutory holidays or sick leave, except for those employees who have posted to a permanent shift premium job.

- 18.02 A shift premium of seventy (\$0.70) per hour shall be paid for all hours worked as part of a regular forty (40) hour week,

Effective January 1, 2003, a shift premium of seventy-five cents (\$0.75) per hour shall be paid for all hours worked as part of a regular forty (40) hour week,

- (i) On Saturdays, to those employees who have a regular Monday through Saturday work week, namely:

General Duties I (from April 15 to November 15)

General Duties II and III

Animal Control

Hand Street Sweepers

Night Hand Sweepers

Night Refuse Collection Crews

Night Mechanics - Central Garage

Public Drop **Off** Attendant

Scale Attendant

Utility Attendant

Transfer Station Operator

- (ii) On Saturdays and Sundays, to those employees who have a regular Monday through Sunday work week, namely:

Pollution Control Plant Chief Wastewater Treatment Operators and Wastewater Treatment Operators

Private Drain Cleaners

Service Attendants

Security Guards

Security Guard - Crawford

Mechanical Sweeper Operators

Flusher Operators

Vehicle Lube and Service Attendants

Certified Refrigeration Operators

General Duties I (from April 15 to November 15)

Rink Attendants A and B

Equipment Repairers - Parks

Truck Drivers " A • Showmobile (from April 15 to October 31)

Refrigeration Operators (maintaining filtration equipment)

\* Truck Drivers " A • Beautification Watering Program

\* Effective January 1, 1982

**18.03** An employee shall not be entitled to any shift premium under this Article where he works overtime as defined by Article 17.01.

**18.04** Where an employee is scheduled to work on a statutory holiday as part of his regular work week as defined in Article 16, he shall continue to receive **his** shift premium for such holiday.

#### ARTICLE 19 • LEAVES OF ABSENCE

#### SEMINARS, MEETINGS AND CONVENTIONS

**19.01** Leave of absence with pay and without loss of seniority or fringe benefits shall be granted to not more than three appointed or elected representatives of the Union for not more than an aggregate total of 15 man-days in any calendar year for the purpose of attending any recognized Union conventions or seminars. Application for such leave of absence shall be made through the Director of Operations, the Director of Pollution Control, the Director of Parks or the Director of Commercial Services **a** reasonable length of time in advance and shall be subject to approval of the department head.

#### BEREAVEMENT

**19.02** (i) Leave of absence of not more than three (3) days between death and the day following the funeral shall be granted to an employee attending the funeral of **a** member of his family, the family being defined **as** wife, husband, child, step-child, grandchild, father, father-in-law, mother, mother-in-law, sister, brother, grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a person standing in loco parentis; such leave of absence will be without loss of pay to a maximum of five (5) or three (3) days, **as** this article allows, at the employee's regular rate for the time lost during the employee's normal work week

Effective August 1, 1996, leave of absence of not more than five (5) days between death and the day following the funeral shall be granted to an employee attending the funeral of his/her spouse or child. A leave of not more than three (3) days between death and the day following the funeral shall be granted to an employee attending the funeral of his/her stepchild, father, mother, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a person standing in loco parentis; such leave of absence will be without loss of pay to a maximum of five (5) or three (3) days, as this article allows, at the employee's regular rate for the time lost during the employee's normal work week as a result of his/her absence.

Effective April 22, 2002, leave of absence of not more than five (5) days between death and the day following the funeral shall be granted to an employee attending the funeral of his/her spouse, child or parent. A leave of not more than three (3) days between death and the day following the funeral shall be granted to an employee attending the funeral of his/her step-child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or a person standing in loco parentis; such leave of absence will be without loss of pay to a maximum of five (5) or three (3) days, as this article allows, at the employee's regular rate for the time lost during the employee's normal work week as a result of his/her absence.

(ii) **One** employee designated by the Union from time to time shall be granted one day off with pay, for the purpose of attending the funeral of a Union member or retired Union member employed or formerly employed by the Corporation.

(iii) **One** day off with pay shall be granted to an employee whose parent dies and when distance or any other circumstances prevent the employee from attending the funeral.

(iv) The provisions of Article 19.02 shall not apply to any employee who has not completed thirty (30) calendar days of continuous full-time service or to students as defined under Article 4.07.

(v) The provisions of Article 19.02 shall only apply to situations where loss of regular wages could occur and shall not extend to overtime, or to payment for statutory holidays or any other situation in which the payment of bereavement leave will result in an employee receiving more than one day's normal pay, excepting the sixth day in a regularly scheduled rotating 4-shift operation schedule in the Pollution Control Branch and excepting the mandatory overtime days as required by the four day work week schedule as set out under Article 30.

### **JURY DUTY**

19.03 Employees who are called to serve as jurors or witnesses in criminal or civil courts, shall be granted leave of absence for such purpose without loss of any privileges. Where an employee is excused from attending on any day for jury duty, he will report to work for the day or days excused. Normal pay will continue to be issued on the usual pay dates. At the conclusion of his duty, the employee shall obtain a certificate from the Court, showing the period of his jury or witness service and the amount of compensation received, and shall deposit this certificate together with the full amount of compensation, but not including travelling allowances, with the Commissioner of Corporate Services and Treasurer.

### **MATERNITY AND ADOPTION LEAVE**

19.04 Female employees shall be entitled to maternity leave upon the following conditions:

(1) Every female employee who becomes pregnant shall notify her Department Head and shall submit to him a certificate from a legally qualified medical practitioner stating that the employee is pregnant and specifying in his opinion the date upon which delivery will occur.

The Corporation shall grant to a regular full-time employee who has completed their probationary period, a leave of absence at any time at the employee's discretion during the three-month period preceding the specified date of delivery.

(2) The Corporation may at any time require the employee to commence a leave of absence at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by her pregnancy..

(3) The normal expiry date for a maternity leave shall be a date six (6) months after the termination of pregnancy.

The Corporation shall not cause or permit an employee to work for at least six (6) weeks after the date of delivery or for such shorter period as, in the written opinion of a legally qualified medical practitioner, is sufficient.

(4) An employee granted maternity leave must submit written notice of her Intention to return to work

- (i) two full weeks before she intends to return to work, if prior to normal expiry date, or
- (ii) two full weeks before the normal expiry date:

provided that any employee who fails to do so as aforesaid, except for just cause, shall be deemed to have terminated her employment.

(5) An employee returning to work from a maternity leave shall resume work in her former position with no loss of seniority or benefits accrued to the commencement of the maternity leave.

(6) An employee shall not receive sick leave pay in accordance with By-law Number 980 during the period of the maternity leave.

(7) An employee on maternity leave or adoption leave shall receive the following fringe benefits:

Ontario Hospital Insurance Plan, semi-private coverage for hospital care, drug prescription and dental care services, long term disability and group life insurance (as described in Article 20.01 hereunder).

Upon returning to work if the employee does *not* remain in the employ of the Employer for a three (3) month period following the maternity or adoption leave, the Employer shall deduct from the employee the full cost of the fringe benefits.



(8) An employee on maternity or adoption leave shall continue to accumulate vacation entitlement for the first six (6) months of leave for any period of maternity or adoption leave beyond the six (6) months such employee's vacation entitlement extension will be reduced by one-twelfth (1/12) for each extra full month's absence.

In the event an employee has used the full vacation entitlement or any part thereof for the aforesaid calendar year to the extent so that the above reduction cannot be fully satisfied in that calendar year, the difference shall be deducted from the employee's next vacation.

- 19.05 Any employee adopting a child shall be entitled to an adoption leave of absence without pay of up to six (6) months in duration. Restricted benefits coverage during such leave will be in accordance with Article 19.04 (7). Application for such leave will be in writing to the employee's Department Head, supported by a certificate from the Adoption Agency verifying the adoption.
- 19.06 Effective May 1, 1990 male employees shall be granted a leave of absence of three (3) days of which one (1) will be with pay on the birth or adoption of a child.

Applications for adoption leave shall be in writing to the employee's Department Head, supported by a certificate from the Adoption Agency verifying the adoption.

- 19.07 Regular full-time employees on maternity leave or adoption leave as provided for under this Agreement who is in receipt of Employment Insurance maternity benefits pursuant to Section 30 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. The benefit will be equivalent to the difference between seventy-five per cent (75%) of her regular bi-weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings to a maximum of one hundred and fifty (\$150.00) dollars bi-weekly, with such maximum increasing to two hundred (\$200.00) dollars bi-weekly effective April 1, 1996, for employees who commence maternity leave on or after April 1, 1996. Such a payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Corporation of the employee's Employment Insurance maternity benefits, and shall

continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

#### ARTICLE 20 - FRINGE BENEFITS

20.01 (a) It is agreed that the following fringe benefits as shown in paragraphs (i) to (vi) inclusive shall be continued and may, by consent of both Parties be amended from time to time, and such benefits shall be applied on confirmation following completion of an employee's probationary period:

(i) Ontario Health Insurance Plan

(ii) Semi-Private Hospital Accommodation Plan 1, as offered by Green Shield Prepaid Services Inc.

(iii) Apoth-a-Care Prescription Drug Plan "0" with mandatory product selection (\$1.00 co-pay) Effective September 1, 1996 - Apoth-a-Care Prescription Drug Plan "9" (\$2.00 co-pay), no over the counter drugs, and mandatory product selection.

- and -

the benefits of Extended Health Services "Plan T-4" with Vision Care Plan "7", Audio "H-1", and Nursing Home Care Plan "N3", and Out-of-Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787, as offered by Green Shield Prepaid Services Inc. Effective November 1, 1996, Green Shield Deluxe Travel Plan QJ shall replace Out-of Province Hospital, Surgical and Medical Expenses Benefit Plan 07, and MEDEX Group 787.

(iv) Dental Care Plan DV (with a \$2,000 co-pay orthodontic lifetime maximum benefit effective May 1, 1990)(2002 ODA rates apply effective May 1, 2002, 2003 ODA rates apply effective January 1, 2003, 2004 ODA rates apply effective January 1, 2004) as offered by Green Shield Prepaid Services Inc.

- (v) (i) Notwithstanding By-law 726, life insurance coverage will be as follows:

Effective June 1st, 1990, Group Life Insurance providing for insurance coverage on the basis of two times the employee's basic annual salary to the nearest \$500.00, reducing to one-half the employee's regular salary at retirement on an O.M.E.R.S. Pension to the nearest \$250.00. Employees who retire on an O.M.E.R.S. total disability or permanent partial disability pension will be entitled to life insurance in the amount of one times salary to their normal retirement date at which time the insurance will reduce to one-half the employee's regular salary. If the employee is taken off the total disability pension or the permanent partial disability pension, the employee's life insurance will also reduce to one-half the employee's regular salary at retirement.

Notwithstanding the foregoing, employees commencing employment with the Corporation on or after June 1st, 1990, will only be entitled to Group Life Insurance coverage in the amount of \$10,000 upon retirement on an O.M.E.R.S. Pension.

Employees must be actively at work on June 1, 1990 or thereafter to have insurance increased, otherwise Group Life Insurance coverage shall be in accordance with the policy governing at the time of the employee's last day at work.

- (ii) A copy of the Long Term Disability Plan shall be provided to the Union Executive.

- (vi) Sick Leave Plan, as provided by By-law 980, as amended to date of September 4, 1979, a copy which is attached, and as further amended by the terms and provisions hereof which follow:

(A) in this Agreement "New Employee" means any member of C.U.P.E. Local 82 who becomes an employee of the Corporation in its permanent establishment, within the bargaining unit, and who has commenced his or her probationary employment on or after 1 January, 1982.

(B) The terms and provisions of Section 8 of By-law 980 as amended to date of September 4, 1979, shall not apply to any new employee, as defined in this Article.

(C) Employees of the Corporation **who are** members of C.U.P.E. Local 82 within the bargaining unit, who are classified as employees on the date hereof or who become employees resulting from the completion of the requisite satisfactory period of probationary employment, which commenced or will commence prior to January 1, 1982, shall continue to enjoy the rights and privileges conferred under said By-law 980 as amended to date of September 4, 1979, and shall continue to be subject to the same obligations thereunder.

(D) With reference to Section 8 of By-law 980, it is agreed that:

(i) **A** committee shall be established immediately for the purpose of negotiating a mutually acceptable Long Term Disability (L.T.D.) Plan. The committee shall be comprised of two members of Local 543 and two members of Local 82, and a corresponding number from management.

(ii) The Corporation shall pay the full cost for the mutually agreed upon L.T.D. Plan. While on Long Term Disability an employee shall accumulate seniority and shall be entitled to all rights and benefits under the collective agreement.

(iii) It is further agreed that the gratuity provision as contained in Section 8 of By-law 980 shall be "capped" as of the date of implementation of the Long Term Disability Plan, which plan will be negotiated in accordance with subparagraph (i) above. Examples of the calculation of the capping of the Sick Leave Gratuity are contained in Exhibit "C", hereto attached.

(iv) It is further agreed that the rate payable upon pay out of the gratuity (Section 8 of By-law 980) shall be the negotiated rate of pay of the employee as of January 1, 1986. (Please note this only applies to those employees who leave the service after January 1, 1986).

(v) It is further agreed that upon the implementation of the aforementioned Long Term Disability Plan, the Corporation of the City of Windsor agrees to issue to each employee a promissory note for the value on such date of the employee's gratuity entitlement as determined by the above paragraphs. Said promissory note shall be redeemable in accordance with Section 8 of By-law 980.

(E) Enactment of a By-law authorizing execution of this Agreement shall be deemed to be and constitute the further amendment of By-law 980 to the extent necessary to give effect to the terms and provisions of this Article.

(F) Save insofar as it is deemed further amended by the terms hereof, the content, terms and provisions of the said By-law 980, as amended to date of September 4, 1979, shall continue to apply.

(b) Where the spouse of an employee of the Corporation is covered by the spouse's employer for benefits similar to those in Article 20.01, paragraphs (i) to (iv) inclusive, in whole or in part, the employee may elect coverage for himself and his family under the plan of the spouse's employer, in which event, the Corporation will be required to provide only those benefits in (i) to (iv) inclusive not provided by the plan of the spouse's employer.

(c) It is further agreed that the Corporation may subscribe for equivalent coverage for those benefits and services described in paragraphs (a)(v) and (b) above on the understanding the Union will be consulted prior to calling for proposals from companies providing such services in order to ensure the Union that equal benefits and services and satisfactory claims procedures are maintained.

(d) If the qualifying period set out in the foregoing paragraph (a) excepting subparagraph (v), expires on or before the 15th day of any month, the coverage thereby provided shall become effective as of the first day of that month, otherwise such coverage shall become effective on the first day of the month next following. The Group Life Insurance coverage, as set out in subparagraph (v) of paragraph (a), shall become effective as of the date of confirmation of the employee's employment.

(e) Subject to paragraph (f) herein, the Corporation agrees to pay the full cost of the benefits set forth in subparagraphs (i) to (v) inclusive of Article 20.01 (a) excepting for any period of absence without pay exceeding a calendar month (excluding maternity leave); provided however, the employee may arrange with the Corporate Services Department for payment of the premiums for such benefits during such periods of absence to ensure continued coverage. In the event of any reduction in premiums paid by the Corporation for such benefits during the term of this agreement, the resulting savings will accrue to the Corporation.

(f) Where an employee has depleted his accumulated or extended sick leave credits, the Corporation agrees to pay the benefits referred to in subparagraphs (i) to (v) inclusive of paragraph (a) above for a period of two (2) months; thereafter he will not be entitled to the benefits provided however, he may apply for a leave of absence without pay and, if approved, he shall arrange with the Commissioner of Corporate Services and Treasurer in advance of commencing such leave to reimburse the Corporation for the full cost of the fringe benefits referred to in the said subparagraphs normally paid by the Corporation on behalf of the employee.

20.02 (a) it is agreed that the Corporation shall continue the Ontario Municipal Employees' Retirement System Pension Plan, as authorized by By-law 2577, which provides for payment of an annual pension of approximately 2% of the average of an employee's highest sixty (60) consecutive months' earnings, multiplied by the number of years of service. The contributions by the Corporation and the employees shall be in accordance with the provisions of the Ontario Municipal Employees' Retirement System Act and the Regulations thereto, as amended from time to time.

(b) Employees excepting students and also those employees (other than laid off members of Local 82) engaged for special governmental works programs, shall be enrolled in the O.M.E.R.S. Plan and coverage shall be effective from the date of probationary employment.

(c) It is further agreed that with respect to employees in the service prior to January, 1983, the Corporation will continue its Supplementary Type 3 Benefit Agreement with the Ontario Municipal Employees' Retirement System, permitting an employee to elect early retirement within 10 years of normal retirement date, providing:

(a) the employee has 30 or more years of credited service with the Corporation;

or

(b) retirement is due to permanent partial disability as determined by the Corporation ("permanent partial disability" under the Plan is defined as being unable, due to mental or physical incapacity, to perform the duties of employment when so declared by the employer).

(d) An employee shall be retired on the last day of month in which he/she attains age sixty-five (65) years, or at the employee's option at any time prior to age sixty-five (65) provided he has sufficient accredited service to qualify for early retirement under the OMERS Type 3 Plan. Early retirement will be subject to three (3) months' notice where possible.

**20.03** It is understood and agreed that in the event of a change of legislation or other circumstances making it impossible for the Corporation to continue any of the above benefits, the Corporation will, so far as it has the authority so to do, endeavour to provide a benefit similar to the discontinued benefit but at no greater cost than that formerly incurred by the Corporation for such benefit.

**20.04** The Corporation agrees that if an employee is absent from work for any period of time during which he is entitled to receive Sick Leave payments or is awarded Workers' Compensation, his normal accumulation of Sick Leave shall not be interrupted by reason of such absence; provided however, that where an employee uses up his accumulated or extended sick leave credits, he shall not be entitled to further credits until he returns to work and earns such credits through regular attendance as provided by S.3(a) of the Sick Leave By-law.

**20.05** Where an employee is absent from work as the result of a compensable injury for which the employee is granted an

award by the Workplace Safety and Insurance Board for a period of temporary total disability, the Corporation agrees to pay, in addition to the amount of compensation awarded by the Board, the difference between the amount of the employee's net regular salary or wages and the amount of the award for the period of temporary total disability. Such payments shall be subject to the following conditions:

(1) The Workplace Safety and Insurance Board shall have determined that the employee has sustained personal injury by accident arising out of and in the course of his employment with the Corporation.

(2) The employee must have formally elected to take compensation in cases where any third party is involved.

(3) Such payment shall not extend to cases of permanent total disability, in which cases the award of the Workplace Safety and Insurance Board shall be final, nor shall they extend to cases where the employment is terminated before the period of temporary total disability has expired.

**20.06** Provided the Corporation continues to pay compensation as a Schedule 2 Employer under the Workplace Safety and Insurance Act, where an employee is absent as a result of an injury allegedly sustained at work and the employee has made application for compensation and has elected to take compensation, the Corporation will make advances at the employee's normal rate of pay up to a total amount equivalent to the employee's sick leave credits. If the claim has not been approved by the Workplace Safety and Insurance Board at the exhaustion of the employee's sick leave credits and the employee continues to be absent, no further advances will be made by the Corporation. Where the employee has no sick leave to *his/her* credit, *his/her* wages will be discontinued until the Board renders its decision. If the claim is subsequently approved, the days charged against the employee's sick leave for such absence will be accordingly credited back to the employee.

**20.07** It is agreed that whenever an employee shall recover from a third party, any amount claimed for loss of wages or sick leave he shall repay to the Corporation forthwith the amount of all monies paid to him by the Corporation, either by way of sick leave or advances of salary or wages,



in respect of the period for which such amount is recovered from the third party as aforesaid, provided that the amount to be repaid to the Corporation shall not exceed the amount recovered as aforesaid, and upon such repayment to the Corporation, the equivalent amount of any sick leave credit which may have been deducted, shall be restored to such employee.

- 20.08** The Corporation shall have the right at its expense to have an employee who is absent due to illness or injury of a physical nature. referred for an examination to a physician of the employee's choice or any other physician as mutually agreed upon.

The Corporation shall have the right at its expense to have an employee who is absent due to a psychological or mental illness, referred for an examination to a psychiatrist/psychologist of the employee's choice or any other psychiatrist/psychologist as mutually agreed upon.

The physician or psychiatrist/psychologist shall provide the Corporation with a written report of the examination. The request for the examination shall be made by the Director of Human Resources or designate from the Human Resources Division to the employee in the presence of a Union representative or by registered mail to the employee and the Union if the employee is unable to attend at City Hall.

- 20.09** Employment insurance coverage shall be provided for employees under the provisions of the Employment Insurance Act.

- 20.10** The Corporation and the Union agree that in so far as any of the by-laws referred to in Articles **20.01** and **20.02** are inconsistent with the provisions of this Article, the said by-laws shall be deemed to be amended in order to give effect thereto. The Parties also agree that the said by-laws may be further amended from time to time by mutual consent.

- 20.11** "Fringe Benefits" in addition to the benefits mentioned in this Article, shall include pay for vacations and statutory holidays, clothing allowances, long service pay and payments made by the Corporation, on behalf of the employees, for Canada Pension.

- 20.12** Professional and Licence Fees - Where an employee, as a condition of continuing employment, is required to renew a professional accreditation or renew a licence, the Corporation shall pay the full cost of such renewal. **If**, however, the licence being renewed **is** a driver's licence, the Corporation will only pay the difference between the cost of a Class "G" licence and that being renewed.

#### **ARTICLE 21 - INDUSTRIAL STANDARDS ACT**

- 21.01** Carpenters, Painters and other tradesmen subject to the provisions of The Industrial Standards Act, employed by the Corporation, shall be paid the applicable rate of pay in accordance with this agreement provided that where the applicable rate of pay, plus the cost of fringe benefits paid by the Corporation on behalf of the employee does not equal the rate of pay applicable under **The** Industrial Standards Act, the Corporation shall pay the difference to the employee. The cost of those fringe benefits mandatory by statute shall not be included in the calculation of the cost of fringe benefits referred to in this Article.

## ARTICLE 22 - CLOTHING AND TOOL ALLOWANCES

22.01 The Corporation from its central stores shall issue without charge to employees who have completed their probationary periods, the items of clothing as hereinafter set forth.

<u>Item</u>	<u>Number</u>
Safety Boots or Shoes	2 pairs
Winter Cap with Ear Lugs	1
T-Shirts	5
Shirts – Summer	2
• Winter	2 (1 - Effective January 1, 2000)
• Sweatshirt	1 (Effective January 1, 2000)
Pants – Summer	2 pairs
- Winter	2 pairs
Coveralls	2 pairs
(one pair insulated at employee's option	— effective October 1, 1996)*
Coat - Lightweight	1
<b>Parka</b>	1
Rain Pants or Leggings	1 pair
Rain Jacket (long or short)	1
Rain Hat	1
Toque	1
Identification Flashes • (to be included on all uniforms)	

Medium Weight Jacket 1 to Arena Attendants  
(to be issued to employees regularly employed in the arena, as Arena Attendants. Jackets only to be worn while performing arena attendant duties.)

\* except if provided under Article 22.02

Articles of clothing which become worn out or irreparably damaged in the service of the Corporation shall be replaced without charge with new articles upon presentation or surrender of worn out or irreparably damaged items to the central stores by the entitled employee. Provided however, each employee who is entitled to receive two pairs of safety boots or shoes shall continue to receive them only for the years 1981 and 1982 whether or not such boots or shoes are worn out or irreparably damaged in the service of the Corporation. The boots or shoes issued in the calendar year 1982 will be marked as property of the City of Windsor and boots

and shoes will only be issued thereafter when worn out or irreparably damaged, upon presentation of the marked boots to the Central Stores.

The Corporation will also furnish rubber suits and boots for employees working in sewers and aprons for operators of steam cleaners. Appropriate gloves, as now supplied, will be furnished to all employees requiring the same and safety helmets and liners will be provided whenever required.

22.02 Certified Automotive Service Technicians; Service Attendants; Body, Paint and Bump Persons; Welders and Apprentices, shall at the expense of the Corporation, be entitled to receive weekly at their place of work three (3) pairs of laundered coveralls, provided by a Linen Rental Supply Service.

22.03 General Provisions Referrable to All Clothing Issue in All Departments (Whether or not a central stores is

The approved colour for the clothing issues will be dark blue or as regulated by legislation.

Ties will be optional but if a tie is worn, the colour must be compatible with the colour of the uniform.

When it is required to measure employees for their clothing, it shall be done on the employees' own time.

The above clothing issue is the maximum allowance and any clothing lost or destroyed must be replaced by the employee at his own expense, except in the case of a justifiable insurance claim.

The clothing allowance is for the sole personal use of the employee to whom it is issued and will not be sold, exchanged or given by the employee to any other person.

The above clothing, appropriate for the time of the year, must be worn by the employee during working hours and, without reservation, the wearing of regulation clothing is mandatory and failure to comply with this regulation will result in suspension without pay until the employee complies.

As a condition of employment, each probationary employee immediately upon receipt of his first pay cheque shall provide at his own expense two (2) pairs of pants and two (2) shirts. The shirts and pants must be in accordance with the ~~standard~~ issue worn by other employees at the particular time of the year. Probationary employees shall also provide at their own expense one (1) pair of the required safety footwear which must be worn from the first day of employment.

A student engaged for seasonal employment will not be entitled to a clothing issue or any cash allowance in lieu thereof.

Any employee on **an** extended leave of absence, illness **or** compensation will not be entitled to receive the clothing issue or any allowance in lieu thereof until he returns to work.

The Corporation agrees that prior to calling for tenders for clothing a representative of the Corporate Services Department (Purchasing Division) will meet with the Commissioner of Works and Commissioner of Parks and Recreation and three employees designated by the Union, to choose the style and material for the clothing items to be purchased.

- 22.04 It is further agreed that the provisions of this Article shall remain in effect for one year beyond the termination date of the agreement as set forth in Article 30 hereto and any changes in clothing allowances negotiated under the succeeding agreement will not become applicable until one year following the effective date thereof.
- 22.05 (i) Effective **May 1, 2002**, the Corporation agrees to pay a tool allowance of thirty dollars (\$30.00) per month to qualified Carpenters and Cabinet Makers with the Parks and Recreation Department and all Certified Automotive Service Technicians, Apprentice Automotive Service Technicians and Body, Sump and Paint persons while working at these trades.
- (ii) Provided the Government of Canada contributes complete reimbursement for the cost thereof (~~and~~ the right to such reimbursement is assigned to the

employer) the employer shall purchase and supply to each Certified Automotive Service Technician referred to in Schedules AI and A3, such metric tools as are required in the course of his employment.

- 22.06 When it is a requirement of an employee's position that safety glasses be worn and the employee requires prescription glasses, the Corporation shall provide prescription safety glasses of a type and from a supplier chosen by the Corporation, and in the event the prescription safety glasses have to be replaced due to excessive wear or work-related damage, the Corporation shall replace the glasses.

The Corporation shall provide glasses with ultraviolet ray protection where necessary and if prescribed.

### **ARTICLE 23 - AUTOMOBILE ALLOWANCES**

- 23.01 (a) Every employee who is requested or required to provide his own automobile for purposes of the Corporation shall be paid a monthly allowance on all mileage in performance of work for the Corporation from the first to the last day of the month, calculated at the rate of thirty-five cents (35¢) per kilometre. Effective January 1, 1993 such rate shall become thirty-seven cents (37¢) per kilometre.

(b) In addition to the allowances provided by paragraph (a), the Corporation agrees to pay also the difference, excluding surcharges (as a result of accidents or convictions) in the premium rate for insurance on the employee's automobile, up to the following maximum limits, and the premium rate required to insure such automobile for the same coverage if used as well for the purposes of the Corporation:

Public Liability and Property Damage

\$1,000,000.00 limit, effective August 1, 1984

Collision

\$250.00 deductible

(c) Notwithstanding the above, employees will be required if requested to provide three written estimates of insurance - one estimate from an agent of, the Corporation's choice. The Corporation will only be

required to reimburse to the lowest estimate. Provided however, the employee with his Union representative shall have the right to appeal, to an Appeals Committee to be established by the Corporation, for assumption by the Corporation of any surcharges which the employee feels were imposed as the result of unavoidable accidents which occurred in the performance of his duties, the decision of such review body to be final.

#### **ARTICLE 24 - SALARIES AND WAGES**

- 24.01** It is agreed that the salaries and wages of all employees holding positions covered by this agreement shall be determined in accordance with the classification system attached hereto as Schedules "A-1", "A-2, and "A-3" and forming part of this agreement.
- 24.02** (i) When an employee is appointed to perform work of a character for which a higher classification is provided, he will be paid immediately the established rate for the higher rated position.
- (ii) When an employee is appointed to perform work in a classification for which a lower wage rate is provided, he will continue to be paid the established rate for the higher classification for a period not exceeding ten (10) days, provided he has been employed in the higher rated position for not less than twenty (20) consecutive days. Provided however, that interruptions due to unavoidable conditions shall be included in computing the twenty (20) days, if the employee worked on the day prior to and the day following the twenty (20) day period.
- 24.03** It is further agreed that when an employee normally works at a job which pays a rate higher than that of a labourer for more than half of the year, said employee shall be paid the rate for the remainder of the calendar year; provided that where an employee is promoted to a higher rated job as a result of a job posting and performs such job for more than half of the year, he shall not be paid the higher rate for any part of his service prior to the date of his promotion.
- 24.04** For the purpose of computing the time provided in Articles 24.02 and 24.03, time lost due to injury or illness will be allowed provided the job opening in the higher classification actually existed during that time so that the

employee would have been working in that classification if he had not been absent from work.

- 24.05 It is agreed that the said salaries and wages shall be paid upon a bi-weekly basis and that upon giving such notice as may be required by the Corporation, each employee shall be entitled to receive on his last regular pay prior to his annual vacation, any salary or wages which otherwise would be payable to him during such vacation. Effective the first pay after September 1, 1996, the Corporation shall implement direct deposit.
- 24.06 The Corporation agrees to grant equal pay to all members of the Union for equal work regardless of the sex of the employees concerned.
- 24.07 Wages

**3.0%** effective **January 1, 2002**

**3.0%** effective **January 1, 2003**

**3.0%** effective **January 1, 2004**

COLA Clause:

Consumer Price Index for Canada (CPI)

If, on March 31, 2004, the Consumer Price Index for Canada for the period December 31, 2002 to December 31, 2003 rises above 5.5%, the increase above 5.5% to a maximum of 6.0% (maximum 0.5%) will be applied to the 2003 wage rates effective December 31, 2003 and a further increase of 3.0% will be applied effective January 1, 2004. Retroactive pay to January 1, 2004 will only be the adjusted rate less the rate already paid. Examples are included under Schedule "D".

This clause shall only come into effect if the Consumer Price Index is over 5.5% on December 31, 2003.

#### ARTICLE 25 - LONG SERVICE PAY

- 25.01 The Corporation shall pay Long Service Pay to every employee on the first regular pay day after December 1st of each year, based upon continuous full time service as follows:



Upon completion of five years' and less than ten years' service	\$65.00 annually
Upon completion of ten years' and less than fifteen years' service	\$130.00 annually
Upon completion of fifteen years' and less than twenty years' service	\$195.00 annually
Upon completion of twenty years' and less than twenty-five years' service	\$260.00 annually
Upon completion of twenty-five years' service and over	\$325.00 annually

When an employee who is qualified to receive Long Service Pay, completes his fifth, tenth, fifteenth, twentieth or twenty-fifth year of service within any calendar year, he shall be paid the rate applicable to his term of service in that year. Any employee who leaves the service after completing five years' service shall be entitled to receive a proportionate part of the Long Service Pay which would have been payable to him for the calendar year in which he terminates his employment; provided that if any employee leaves the service before December 31st, after receiving Long Service Pay for that calendar year, the Corporation shall have the right to recover from the employee the proportionate part of such Long Service Pay, paid in advance, for which he is no longer entitled.

- 25.02 In the event an employee is granted leave of absence without pay (excluding absences for maternity leave or on long term disability) for any period in excess of one (1) calendar month in any calendar year in which the employee is qualified to receive Long Service Pay, such pay shall be prorated on the basis of one-twelfth (1/12) for each calendar month worked during that year.
- 25.03 The terms and provisions of this Article shall not apply to any new employees hired on or after January 1, 2000.

## ARTICLE 26 - JOB SECURITY

- 26.01 (a) No member of the bargaining unit who is presently in the employ of the Corporation and, was employed by the Corporation as of December 31st, 1984 shall be laid off for any reason.

Effective January **1, 2002**, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December **31, 1985** shall be laid off for any reason.

Effective January **1, 2003**, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December **31, 1986** shall be laid off for any reason.

Effective January **1, 2004**, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December **31, 1987** shall be laid off for any reason.

- (b) No member of the bargaining unit who is presently in the employ of the Corporation and is President of the Union, shall be laid off for any reason.

- 26.02 This agreement shall be binding upon the successors of the Parties hereto in so far as it is within the power of the Parties hereto respectively to bind such successors, and in the event the Corporation is amalgamated, united or otherwise joined with one or more municipalities, the provisions of The Labour Relations Act, R.S.O. 1980, C.228, S.62 (11), shall be applicable.

## ARTICLE 27 - CONTRACTING OUT

- 27.01 The Corporation shall have the right to contract out any work provided however, that prior to contracting out work normally performed by members of the bargaining unit on June 26, 1971, advance discussions will take place between the appropriate department heads of the Corporation and the Union. The Union shall be advised in writing and discussions shall commence not more than three (3) weeks from the date of such written notice.

- 27.02 The Union shall be accorded an opportunity to make a written submission on the Corporation's plans regarding the letting of such proposed contract and the said appropriate department heads shall give weight to such comments in light of all attendant circumstances. The said discussions with respect to such written submissions shall not take longer than two (2) weeks following commencement of the said discussions; which shall constitute the Union's final action in this matter; thereafter the said appropriate department heads shall recommend or shall not recommend that the said work be contracted out.
- 27.03 When the Corporation awards a contract for work which is normally performed by members of the bargaining unit as hereinbefore set out, the Corporation agrees to provide alternative employment at no loss of salary, wages or benefits excluding overtime for the employees who normally perform the work contracted out and who were in the employ of the City prior to December 31, 1977. In respect to all other employees affected by the contracting out, the Corporation shall make a sincere effort to provide alternative employment for them and if no work is available the provisions of Article 11.06 respecting lay-offs shall be applicable.

**ARTICLE 28 - APPRENTICE AUTOMOTIVE SERVICE  
TECHNICIAN PROGRAMME**

(1) Vacancies in the **Automotive Service Technician** apprenticeship programme which the Corporation is desirous of filling will be open to all members of Local 82 having the required educational background or practical experience equivalent as determined by the Ministry of Colleges and Universities.

(2) Upon failure to find the required number of suitable applicants from within Local 82, the Corporation will then post the vacancy on the bulletin boards for all departments of the Corporation coming within the jurisdiction of Local 543 C.U.P.E. If there are no persons qualified from within Locals 82 and 543, as aforesaid, the Corporation may then advertise for applicants from outside the service.

(3) (a) An employee entering the programme from within the jurisdiction of Local 82 or 543 shall have a starting rate of his rate of pay immediately prior to entering the programme and such rate of pay shall remain in effect until it is less than the relevant progressive increase of the position in which case the greater will apply.

(b) An employee entering the programme from outside the Corporation shall be paid the basic labourers' rate of pay.

(4) Upon the successful completion of each year in the programme, he shall receive an increase in pay equal to 25% of the differential between his rate of pay on the date of completion of the year and the rate of pay of a Certified Automotive Service Technician in accordance with the collective agreement which is prevalent on the same day.

(5) An employee entering the programme from outside the Corporation shall accumulate overall seniority and seniority within the classification of Apprentice Automotive Service Technician and will be ineligible to apply for any other classification vacancy during the period of his apprenticeship.

(6) An employee who withdraws from the programme or fails to meet the required standards of progress shall be terminated from the programme. It is agreed however that in the event of the employee's withdrawal or failure to meet the required standards is a result of occurrences beyond the control of the employee, he shall be given one further opportunity to complete the programme. An employee who is terminated and who entered the programme from outside the service, may exercise his overall seniority. An employee who entered the programme from within the service may exercise his classification seniority in the department in which he served prior to entering the programme.

(7) An Apprentice Certified Automotive Service Technician having completed the required hours of apprenticeship and having successfully passed the required examinations, shall be automatically placed on the classification seniority list of the Certified Automotive Service Technician, with a seniority date retroactive from the date of completion of his apprenticeship to the equivalent of one-half of the total

calendar time spent as an Apprentice. He shall be paid the rate of pay of a **Certified** Automotive Service Technician in accordance with the collective agreement from the date upon which he successfully writes the required Ministry examinations.

#### **ARTICLE 29 - TECHNOLOGICAL CHANGE**

**29.01** Where the introduction of technological change or new methods of operation will displace (or result in the lay-off of) any employee, the employer shall notify the Union of its intention to implement such technological change or new method of operation and will discuss its implications with the Union before putting such technological change or new method of operations in place. The Corporation will make every effort to retrain or provide alternative employment for such employees.

#### **ARTICLE 30 - FOUR DAY WORK WEEK WITH REFERENCE TO CERTAIN EMPLOYEES OF THE SOLID WASTE CONTROL DIVISION, DEPARTMENT OF PUBLIC WORKS**

**1. Working Conditions for Four-Day Work Week (Excluding the Garage)**

The **terms** and provisions of this article apply to

- (a) Refuse Collection, both manual and containerized
- (b) Transfer Operations while employed in the four-day work schedule.

**2. Hours of Work**

Hours of work shall be as set out in Schedule "B". The intent of Schedule "B" is to provide nine hours work and travel time, plus a total of one hour break time, for a total of ten hours at the work site for ten hours pay. No coffee or work breaks other than herein specified shall be permitted.

**3. Lunch Periods**

Break times provided in Section 2 above shall be deemed to include eating or lunch periods as referred to in section 22 of the Employment Standards Act and amendments thereto. The break periods shall be 1/2 hour after the first three hours worked and a second 1/2 hour after 6 1/2 hours from the commencement of the work day.

(i) Refuse Collection/Recycling - Day Shift

(a) When a statutory or public holiday falls on a Monday, Tuesday, Wednesday or Thursday, the employee will observe the holiday on the day upon which it falls and will receive statutory holiday pay for the day in question.

(b) When a statutory or public holiday falls on a Friday, on which the employee is not scheduled to work, he/she will receive **ten (10)** hours pay in lieu of the paid holiday.

(c) When a holiday falls on a Saturday or Sunday, the next scheduled working day or days shall be declared the holiday.

(d) It will be mandatory for all employees who have observed the statutory holiday as in paragraphs (a) and (c) above to work on the Friday of the same week at their regular hours and they will be paid 1 1/2 times their regular rate of pay for so doing. At Christmas when two or more holidays are observed in the week, a subsequent equivalent number of days of mandatory work will be scheduled.

(ii) Night and Containerized Refuse Collection

(a) When a statutory or public holiday occurs during the regular scheduled work week (as defined in Schedule "B"), an employee, if required to do so, shall work the paid holiday and will be paid at the prevailing overtime rates for the hours worked in addition to **ten (10)** hours pay at the regular rate in lieu of the said holiday. If the employee is not required to work on such statutory or public holiday during the regular scheduled work week, the employee shall receive for the holiday, **ten (10)** hours pay at regular rates.

(b) When a statutory or public holiday occurs outside of the regularly scheduled work week on a day upon which an employee is not scheduled to work, the next scheduled working day or days shall be declared the holiday and the provisions of paragraph (ii)(a) above will apply.

5. Banked Overtime

An employee must bank the first 40 hours of mandatory overtime worked in any year between December 31 and November 30 of the following year which must be used as one week's vacation in the same year and pre-selected at the annual vacation selection process and, in addition, may at his option bank an additional 120 hours overtime in accordance with the provisions of the Letter of Intent dated February 21, 1992, Section III, to be used as the employee wishes at a time mutually agreeable to the employee and management.

6. Sick Leave

For the purpose of calculating sick leave absence with pay as provided by By-law 980, as amended, absence due to illness of any of these affected employees shall be charged against sick leave credits at 118th of a day for each hour's absence or fraction of less than one hour. An employee absent on a mandatory overtime day shall be entitled to sick leave as provided in By-law 980. The employee is, however, required to submit a doctor's certificate for each and every absence on a mandatory work day. Payment for sick leave absences on the mandatory overtime days shall be at straight time.

7. Overtime

Overtime shall be paid for all hours worked in excess of 10 hours, in any shift or in excess of the normal work week.

8. Vacation

Vacation shall be as follows:

in the first calendar year of employment having accumulated less than six months of employment      4% of accumulated earnings

In the first calendar year of employment having accumulated more than six months of employment      At the employee's option and if time permits, one week consisting of four (4) working days; provided, however,

	his vacation pay for the year shall be not less than 4% of his accumulated earnings. If time does not permit or the employee does not exercise his option, he shall receive 4% of his accumulated earnings for the year
in the second calendar year of employment	Two (2) weeks consisting of eight (8) working days
In the third through the sixth calendar year of employment	Three (3) weeks consisting of twelve (12) working days
In the seventh calendar year of employment	Three (3) weeks and two (2) days consisting of fourteen (14) working days
In the eighth calendar year of employment	Three (3) weeks and three (3) days consisting of fifteen (15) working days
In the ninth calendar year of employment	Three (3) weeks and three (3) days consisting of fifteen (15) working days
In the tenth through the seventeenth calendar year of employment	Four (4) weeks consisting of sixteen (16) working days
In the eighteenth through the twenty-fourth calendar year of employment	Five (5) weeks consisting of twenty (20) working days
In the twenty-fifth calendar year of employment	Five (5) weeks and one (1) day consisting of twenty-one (21) working days
<b>Effective January 1, 2004 In the twenty-fifth calendar year of employment</b>	Five (5) weeks and two (2) days consisting of <b>twenty-two (22)</b> working days
In the twenty-sixth and all subsequent calendar years of employment	Six (6) weeks consisting of twenty-four (24) working days



9. Bereavement Leave

The provisions of Article 19.02 will apply to mandatory overtime days as required by the four day work week schedule.

ARTICLE 31 - CORRESPONDENCE

- 31.01 All correspondence between the Parties arising out of this agreement shall be addressed to the Director of Human Resources or designate or to the Secretary of the Union as the case may be.

ARTICLE 32 - INTERPRETATION

- 32.01 Whenever the masculine or singular has been used throughout this agreement it shall be deemed to include the feminine or plural where the context so allows or requires.

ARTICLE 33 - TERM OF AGREEMENT AND  
RETROACTIVITY

- 33.01 Excepting as otherwise provided herein, the terms of this agreement shall apply from the 1st day of January, **2002**, and shall remain in force until the 31st day of December, **2004**.

Proposals to revise or amend this agreement shall be exchanged by the parties on the third Friday in September of **2004**, and negotiations between the parties shall begin by not later than the third Friday of October in **2004**. If pursuant to such negotiations an agreement on revision or amendment is not reached prior to the current expiration date, this agreement shall remain in full force and effect after such expiration date in accordance with the provisions of the Labour Relations Act.

- 33.02 Where, by the terms of this agreement, any benefit is provided which is an improvement upon that which was provided by the terms of the immediately preceding collective agreement which expired on December **31, 2001**, such improved benefit or new benefit shall be deemed to apply only to such persons as were employed by the Corporation as of April **22, 2002**.

The effective dates of application of such improved benefit shall be as follows:

Wages - shall be paid retroactively to January 1 in each of the respective years as set out in Article 24.

Green Shield Coverage - shall be afforded in accordance with Article 20.01.

Notwithstanding what is hereinbefore contained, the improved salaries and wages shall be paid retroactively to those employees not in the employ of the Corporation on April **22,2002**:

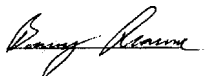
- (1) Whose employment was terminated between January 1, **2002** and April **22, 2002**, each date inclusive as a result of physical incapacity.
- (2) Whose employment during the same period was concluded through retirement on pension.
- (3) Who (having completed the probationary period referred to in Article **4.01**) were, during the same period absent from work **as** a result of normal lay off.
- (4) Who voluntarily quit the employ of the Corporation.

**ARTICLE 34 - INTERPRETATION OF ARTICLE 24.03**

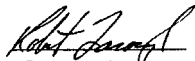
It is further agreed that when an employee works in a calendar year (a calendar year being the twelve month **period** from January 1 to December 31) at a job which pays a rate higher than that of a labourer for more than 1040 hours (hours being actual hours worked) the said employee shall be paid the higher rate for the remainder of the calendar year (remainder being the **period** from hour 1040 at the higher rate until December 31 of the calendar year).

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper officers in that behalf, respectively.

**WINDSOR MUNICIPAL EMPLOYEES LOCAL 82  
CANADIAN UNION OF PUBLIC EMPLOYEES**



President, CUPE Local 82



Recording Secretary, CUPE Local 82

**THE CORPORATION OF THE CITY OF WINDSOR**



Michael Hurst, Mayor



Brenda Andreatta, Deputy Clerk



LOCAL 82, C.U.P.E

**SCHEDULE "A-1"**  
**HOURLY RATES**

(As Referred To In Article 24.01)

**PUBLIC WORKS DEPARTMENT**  
**OPERATIONS BRANCH**

#1 All Vehicle Department Required  
to Qualify for New Postings

"A" Vehicle - up to 18,000 lbs. G.V.W.

"B" Vehicle - 10,000 to 18,000 lbs. G.V.W.

"C" Vehicle - under 10,000 lbs. G.V.W.

GRADE	BASIC JOB TITLE	VEHICLE DRIVING QUALIFICATIONS	WAGE RATES		
			Jan. 1/02	Jan. 1/03	Jan. 1/04
61.00	Certificated Body Bump & Paint <b>Certified Automotive Service Technician</b>	A B & C	\$ 22.35	\$ 23.02	\$ 23.71
	Transfer Station Operator	A B & C			
	Asphalt Recycler	A B & C			
	Stockkeeper - Expediter	C			
	Truck/Trailer Repairer/ Welder/Fabricator	A B & C			
61.10	Non-Certificated Body Bump & Paint Cabinet Maker	A B & C B & C	\$ 21.69	\$ 22.34	\$ 23.01
61.20	<b>OPERATOR I</b>				
	Grader	A B & C	\$ 20.82	\$ 21.44	\$ 22.08
	Heater Planer	A B & C			
	Gradall	A B & C			
	2 C.Y. & over Front End Loader	A B & C			
	Hydraulic Backhoe	A B & C			
	Snow Blower Operator	A B & C			
	Vacuum Street Sweeper Operator	A B & C			
	<b>HIGHLY SKILLED LABOURER</b>				
	Certificated Welder	A B & C			
	Interceptor Chamber Service Attendant	B A C			
61.25	Stockkeeper	C	\$ 20.62	\$ 21.24	\$ 21.88
62.10	<b>OPERATOR II (A)</b>				
	Front Loading Refuse Packer (Dempster)	A B A C	\$ 20.21	\$ 20.82	\$ 21.44
	Welch Scale Technician	NIL			

**SCHEDULE "A-1"**

62.20	<b><u>OPERATOR II (B)</u></b>				
	Sweeper	A B & C	\$ 19.90	\$ 20.50	\$ 21.12
	Flusher	A B & C			
	Shu-Pak 1 Man Packer	A B & C			
	Hoisting Engineer - Lift Truck Operator	A B & C			
	Sewer Flushing Machine	A B & C			
	Winter Control Operator	A B & C			
	Utility Anendant	A B & C			
62.20	<b><u>SKILLED LABOURER</u></b>				
	Painter	C			
	Private Drainer Cleaner	B & C			
	Road Maintainer	A B & C			
	Vehicle Maintainer	A B & C			
63.10	<b><u>OPERATOR III (A)</u></b>				
	Refuse Collector. Driver, 2-Man Packer (Refuse Collector & Packer Driver. Frozen 1973)	A B & C	\$ 19.57	\$ 20.16	\$ 20.76
63.14	<b><u>OPERATOR III (B)</u></b>				
	Sewer Cleaning Machine	B & C	\$ 19.34	\$ 19.92	\$ 20.52
	Sewer Rodding Machine	B & C			
63.15	<b><u>OPERATOR III (C)</u></b>				
	SEMI-SKILLED LABOURER		\$ 19.28	\$ 19.86	\$ 20.46
63.20	<b><u>OPERATOR III (D)</u></b>				
	Weed Sprayer	B & C	\$ 19.07	\$ 19.64	\$ 20.23
	Wheel Tractor with Mower	B & C			
	Wheel Tractor with F.E.L.	B & C			
	Road Roller	B & C			
	Truck Driver "A" (Over 18,000 G.V.W.)	A B & C			
	<b><u>SEMI-SKILLED LABOURER</u></b>				
	Mechanic Other Than Motor Compound	A B & C			
	Attendant/Stockkeeper	A B & C			
	Animal Control	B & C			
Yard Telephone Anendant	C				
64.00	<b><u>OPERATOR IV (A)</u></b>				
	<b><u>LABOURER - CLASSIFIED</u></b> Security Guard - Crawford	Nil	\$ 18.64	\$ 19.20	\$ 19.78
64.10	<b><u>OPERATOR IV (B)</u></b>				
	Truck Driver "B" (10,000 to 17,999 lbs. G.V.W.) Service Anendant	B & C B & C	\$ 18.50	\$ 19.06	\$ 19.63
64.20	<b><u>OPERATOR IV (C)</u></b>				
	<b><u>LABOURER - CLASSIFIED</u></b> Landfill Service Anendant	B & C	\$ 18.28	\$ 18.83	\$ 19.39
	Grade Setter	Nil			
	Caretaker	Nil			
	* Caretaker - Yard Attendant	E & C			
	Security Guard	Nil			

## SCHEDULE "A-1"

**LABOURER - GENERAL**

Basic Labourer	Nil
* Asphalt Raker	Nil
** Jack Hammer	Nil
* 10 cents premium when working at job	
** 5 cents premium when working at job	

65.20	Probationary Labourer Ticket Taker and Weight Checker	Nil  C	\$ 17.55	\$ 18.08	\$ 18.62
66.20	Student		\$ 12.45	\$ 12.82	\$ 13.20

## LOCAL 82, C.U.P.E.

## SCHEDULE "A-2" HOURLY RATES

### PUBLIC WORKS DEPARTMENT POLLUTION CONTROL BRANCH

GRADE	BASIC JOB TITLE	# DRIVING QUALIFICATIONS	WAGE RATES		
			Jan. 1/02	Jan. 1/03	Jan. 1/04
71.00	Instrument Electrical and Electronic Technician	Nil	\$ 26.12	\$ 26.90	\$ 27.71
71.10	Instrument Mechanic Pollution Control Mechanic	Nil	\$ 22.35	\$ 23.02	\$ 23.71
71.20	Chief wastewater Treatment Operator	III or IV	\$ 22.35	\$ 23.02	\$ 23.71
71.30	Wastewater Treatment Operator Wastewater Collection Operator	III or IV  II I OJT	\$ 21.15  \$ 19.90 \$ 19.34 \$ 19.07	\$ 21.78  \$ 20.50 \$ 19.92 \$ 19.64	\$ 22.43  \$ 21.12 \$ 20.52 \$ 20.23
72.20	Pollution Control Mechanic Trainee	Nil	\$ 19.90	\$ 20.50	\$ 21.12
74.20	Sewage Mechanical Labourer Trainee * Caretaker - Yard Attendant Labourer * 10 cent premium when working at this job	Nil	\$ 18.28	\$ 18.83	\$ 19.39
75.20	Probationary Labourer	Nil	\$ 17.51	\$ 18.04	\$ 18.58
76.20	Student	Nil	\$ 12.45	\$ 12.82	\$ 13.20

LOCAL 82, C.U.P.E.

**SCHEDULE "A-3"**  
**HOURLY RATES**  
**(As Referred To In Article 24.01)**

**#Municipal Vehicular Designations  
 Required to Qualify for New Postings**

"A" Vehicle - over 18,000 lbs. G.V.W.  
 "B" Vehicle - 10,000 to 17,999 lbs. G.V.W.  
 "C" Vehicle - under 10,000 lbs. G.V.W.

GRADE	BASIC JOB TITLE	# DRIVING QUALIFICATIONS	WAGE RATES		
			Jan. 1/02	Jan. 1/03	Jan. 1/04
81.00	Certified Automotive Service Technician	A B & C	\$ 22.35	\$ 23.02	\$ 23.71
81.10	Specialized Trades (Certified) Electrician Plumber Carpenter	A B & C	\$ 21.69	\$ 22.34	\$ 23.01
81.20	Certificated Refrigeration operator Equipment Repairer Certified Welder Equipment Repairer-Pool operator stone Mason Equipment Repairer - Certified Playground Inspector * May drive "A" truck if "B" or "C" truck not available	B & C *A B & C *A B & C *A B & C *A B & C *A B & C *A B & C	\$ 20.82	\$ 21.44	\$ 22.08
82.10	Forestry II * May drive "A" truck if "B" or "C" truck not available	A B & C	\$ 20.30	\$ 20.91	\$ 21.54
82.20	Horticulturist II Painter Hoisting Engineer. Lift Truck Operator (when Operating below ground level) ** Cement Finisher ** 30 cents premium when working on cut field stone * May drive "A" truck if "B" or "C" truck not available	*A B & C C A B & C B & C	\$ 19.90	\$ 20.50	\$ 21.12
83.00	Horticulturist III * Forestry III * May drive "A" truck if "B" or "C" truck not available	A B & C A B & C	\$ 19.34	\$ 19.92	\$ 20.52





## SCHEDULE "B"

### LOCAL 82, C.U.P.E.

HOURS OF WORK - AS REFERRED TO IN ARTICLE 16.01

#### PUBLIC WORKS DEPARTMENT

##### OPERATIONS BRANCH

##### EQUIPMENT DIVISION

Regular Hours	Day Shift	7:00 a.m. to 3:30 p.m. Monday to Friday
	Day Shift	6:00 a.m. to 4:00 p.m. 8:00 a.m. to 6:00 p.m. Monday to Thursday or Tuesday to Friday
	Afternoon Shift	3:30 p.m. to 12 Midnight Monday to Friday
	Afternoon Shift	2:00 p.m. to Midnight Monday to Thursday or Tuesday to Friday
	Night Shift	11:00 p.m. to 7:30 a.m. Monday to Saturday
	Swing Shift "A"	6:00 a.m. to 4:00 p.m. Monday 12 Noon to 10:00 p.m. Tuesday to Thursday
	Swing Shift "B"	6:00 a.m. to 4:00 p.m. Tuesday to Thursday 7:00 a.m. to 5:00 p.m. Friday
	Morning Checkover	6:00 a.m. to 2:30 p.m. Monday to Friday
Police Fleet Service	7:00 a.m. to 3:30 p.m. 3:30 p.m. to 12 Midnight Monday to Sunday inclusive	

##### MAINTENANCE DIVISION

Regular Hours *	Day Shift # 1	7:30 a.m. to 4:00 p.m. Monday to Friday
	Day Shift # 2	6:30 a.m. to 4:30 p.m. Monday to Thursday
	Day Shift # 3	6:30 a.m. to 4:30 p.m. Tuesday to Friday

\* Shift starting times may be varied according to the season.

**NOTE:** Hours for Heater Planer Operators will vary according to traffic conditions and will be arranged between the parties concerned.

Private Drain Cleaning	Day Shift (Electric Eel)	7:00 a.m. to 3:30 p.m. Monday thru Friday
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**ENVIRONMENTAL SERVICES DIVISION**

Regular Hours	Day Shift	7:00 a.m. to 3:30 p.m. Monday thru Friday
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Refuse Collection/ Recycling	Day Shift	6:30 a.m. to 4:30 p.m. Monday thru Thursday
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Night Refuse Collection	Shift Y 1	10:00 p.m. to 8:00 a.m. Sunday thru Thursday
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Night Refuse Collection	Shift # 2	10:00 p.m. to 8:00 a.m. Tuesday thru Saturday
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Container Refuse Collection *	Shift # 1	6:00 a.m. to 4:00 p.m. Monday thru Thursday
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Shift # 2	6:00 a.m. to 4:00 p.m. Tuesday to Friday
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\* (Shift starting time may vary according to the season to enable the collection of containers from schools before students arrive.)

Street Sweeping	Day Shift Y 1	7:00 a.m. to 3:30 p.m. Monday thru Friday
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Day Shift # 2	7:00 a.m. to 5:00 p.m. Sunday thru Wednesday
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Day Shift Y 3	7:00 a.m. to 5:00 p.m. Monday thru Thursday
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Day Shift # 4	7:00 a.m. to 5:00 p.m. Tuesday thru Friday
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Night Shift # 1	9:00 p.m. to 7:00 a.m. Sunday thru Thursday
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Night Shift # 2	9:00 p.m. to 7:00 a.m. Monday thru Friday
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Night Shift # 3	9:00 p.m. to 7:00 a.m. Tuesday thru Saturday
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Hand Street Sweeping	Day Shift	7:00 a.m. to 3:30 p.m. Sunday thru Saturday
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Night Shift	11:00 p.m. to 7:30 a.m. Sunday thru Saturday
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Public Service Attendants	Day Shift	6:00 a.m. to 4:00 p.m. Monday thru Thursday
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Swing Shift - Days	6:00 a.m. to 2:00 p.m. Friday, Saturday, and Sunday
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Swing Shift - Aft. \* 6:00 p.m. to 2:00 a.m.  
Sunday thru Saturday

\* (Starting times may vary by mutual agreement as per Article 16.05.)

Security Staff - Crawford	Afternoon Shift	4:00 p.m. to Midnight Sunday thru Saturday
	Night Shift	Midnight to 8:00 a.m. Sunday thru Saturday
	Week-end Shift	8:00 a.m. to 4:00 p.m. Saturday, Sunday & Holidays
Security - S.W.C.C. (Modified/Light Duty)	Afternoon Shift	3:00 p.m. to 11:00 p.m. Monday thru Friday
	Night Shift	11:00 p.m. to 7:00 a.m. Sunday thru Friday
Caretaking Staff	Day Shift	6:00 a.m. to 2:30 p.m. Monday thru Friday
	Afternoon Shift	12:00 noon to 8:30 p.m. Monday thru Friday
Inert Disposal Site	Day Shift	8:00 a.m. to 4:00 p.m. Monday thru Friday
Transfer Operations incl. Transfer Station Operator Utility Attendant Weigh Scale Technician		4 consecutive 10 hour shifts Monday thru Saturday and/or 5 consecutive 8 hour shifts Monday thru Saturday

Where a shift commences on one calendar day and finishes on a subsequent calendar day, it shall be considered that all hours worked fall on the day where the greatest number of hours occur for the purpose of calculating shift premiums and overtime. If the hours are equal, it will be deemed that the shift fell on the day providing the highest remuneration.

## **POLLUTION CONTROL BRANCH**

### **(a) Pollution Control Branch Chief Wastewater Treatment Operators and Wastewater Treatment Operators When On A Rotating 5 Shift Operation**

The **regular shift** is defined as a shift consisting of a Chief Wastewater Treatment Operator and such Wastewater Treatment Operators as may from time to time be assigned to such shift who work five 8 hour days (midnight until 8:00 a.m., 8:00 a.m. to 4:00

p.m. or 4:00 p.m. to 12 midnight as the case may be, with a running lunch of 1/2 hour) 4 weeks out of 5. The weekly schedule for the regular shift will include Saturdays, Sundays and statutory holidays. Any changes in work schedules or Job duties, due to expansion of the existing facilities will be mutually discussed before implementation.

The maintenance shift is defined as a shift consisting of a Chief Wastewater Treatment Operator and such Wastewater Treatment Operators who, on the 5th week referred to above (in rotation) will make itself available for work from midnight on Sunday to midnight of the following Friday.

When on the maintenance shift, an employee shall work from 8:00 a.m to 4:30 p.m (with 1/2 hour for lunch) Monday through Thursday on maintenance and clean-up unless required to fill a vacancy on any regular shift.

In such a case, an employee on the maintenanceshift shall work the normal operating shift of the absent employee. Employees on the maintenanceshift shall work 8:00 a.m. to 4:00 p.m. (with a running lunch of 1/2 hour) on the Friday of each week on which they are assigned to the maintenance shift.

No prior notice of change of shift is required to change the shift schedule of an employee when on maintenance shift.

The employees on the maintenance shift will be given the first opportunity to work overtime on a rotational basis.

Overtime rates shall be paid to any employee on either the regular or maintenance shift if

- (a) he works any hours in excess of 8 in any calendar day or,
- (b) he works more than 40 hours per week.

No Chief Wastewater Treatment Operators or Wastewater Treatment Operators shall leave the plant until relieved.

(b) Pollution Control Plant Chief Wastewater Treatment Operators & Wastewater Treatment Operators on a Rotating 4-Shift Operation (no maintenance shift)

The regular work schedules of such employees over a period of four weeks shall consist of six (6) 8-hour days in one week and five (5) 8-hour days in three weeks, with such four (4) week schedule repeating itself. Overtime at the applicable rate will be paid for all hours of work performed on the sixth day of that schedule work week.

No Chief Wastewater Treatment Operators or Wastewater Treatment Operators shall leave the plant until relieved.

(c) Wastewater Treatment Operators on a two-Shift Schedule

These employees will report at 8:00 a.m. and 4:00 p.m. at both West Windsor and Little River Pollution Control Plants. The requirements for an afternoon shift will depend on plant operating conditions. When a 4:00 p.m. to 12 midnight shift is required for an extended period of time, the Wastewater Treatment Operators will rotate, taking one shift week on days and subsequently one shift week on afternoons. The regular work schedule shall consist of five (5) 8-hour days, Monday through Friday.

(d) Certification Procedure

Wastewater Treatment Operators must progress in Certification level to a Class III by obtaining the necessary experience and passing the Certification examinations as follows:

- (i) A Class I exam must be written prior to completion of 1 year as an OIT, subject to exam availability;
- (ii) A Class II exam must be written prior to completion of 2 years at a Class I rate, subject to exam availability;
- (iii) A Class III exam must be written prior to completion of 1 year at a Class II rate, subject to exam availability;
- (iv) A Class IV Certificate is encouraged and can be obtained by writing the Class IV examination.

Senior classified Wastewater Treatment Operators having Class III certificates must progress to become Chief Wastewater Treatment Operators when a vacancy occurs, unless a junior classified Wastewater Treatment Operator is willing to take the position. In any event, classification seniority as a Wastewater Treatment Operator will be considered before overall seniority when selecting a Chief Wastewater Treatment Operator from qualified Wastewater Treatment Operators.

Any change in rate of pay, due to a change in certification level, will become effective on the date the appropriate examination is taken and passed, or the date on which the experience requirement for that level of certification is met, whichever occurs last.

(e) **Pollution Control Chief Wastewater Treatment Operator, Wastewater Treatment Operator and Wastewater Collection Operator Certification Certificates**

Pollution Control Chief Wastewater Treatment Operator, Wastewater Treatment Operator and Wastewater Collection Operator Certification Certificates are renewable every 3 years and each employee must maintain a valid Certificate. Employees are responsible for renewing their own Certificate. The Certificate renewal fee will be reimbursed by the Corporation upon submission of receipts, provide the renewal is completed prior to the expiry of the old Certificate. Certificates must be displayed at the place of work. Failure to display a valid Certificate will result in a reduction in pay rate to the level below that which corresponds to the outdated Certificate, unless such failure is through no fault of the employee. (For example, a Class II Wastewater Treatment Operator who fails to display a valid Class II Certificate will be paid a Class I rate until such time as a valid Class II Certificate is displayed.)

(f) **Letter of Intent**

Pollution Control Employees listed in the Letter of Intent will be provided protection against layoff, only as long as they are actively working at Pollution Control in Classification 71.10 (Pollution Control Mechanic), 71.20, 71.30 or 72.20. Once an employee leaves to go to any other Classification, other than the Classifications listed herein, they cannot regain protection against layoff.

(g) **Wastewater Collection Operators** 7:30 a.m. to 4:00 p.m.  
Monday thru Friday

## PARKS AND RECREATION DEPARTMENT

### ARENA & RINK OPERATIONS

Refrigeration Operators	<b>7:00 a.m. to 3:30 p.m.</b>
Rink Attendant - "A"	<b>3:30 p.m. to 11:30 p.m.</b>
Rink Attendant - "B"	<b>11:30 p.m. to 7:30 a.m.</b>
	Monday through Sunday and Statutory Holidays

### POOL OPERATIONS

Refrigeration Operators maintaining filtration equipment	<b>7:00 a.m. to 3:30 p.m.</b> Monday through Sunday and Statutory Holidays
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Equipment Repairers - **Parks**

### MIC MAC PARK

General Duties I	<b>7:00 a.m. to 3:30 p.m.</b> 3:30 p.m. to 12:00 Midnight Monday through Sunday and Statutory Holidays
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### PARKS OPERATIONS

General Duties I	April 15 to November 15 <b>7:00 a.m. to 3:30 p.m.</b> Monday through Sunday and Statutory Holidays
	November 16 to April 14 <b>7:00 a.m. to 3:30 p.m.</b> Monday through Saturday and Statutory Holidays
General Duties II	<b>7:00 a.m. to 3:30 p.m.</b> Monday through Saturday and Statutory Holidays
General Duties III	<b>7:00 a.m. to 3:30 p.m.</b> Monday through Saturday and Statutory Holidays

- Truck Driver "A" - Showmobile April 15 to October 31  
**7:00 a.m. to 3:30 p.m.**  
3:30 p.m. to 12:00 p.m.  
Monday through Sunday and  
Statutory Holidays
- Service Attendants **7:00 a.m. to 3:30 p.m.**  
3:30 p.m. to 12:00 Midnight  
12:00 Midnight to 8:30 a.m.  
Monday through Sunday and  
Statutory Holidays
- Caretaker - Community Centre **7:00 a.m. to 3:30 p.m.**  
3:30 p.m. to 11:30 p.m.  
11:30 p.m. to 7:30 a.m.  
Monday through Sunday and  
Statutory Holidays
- \* Truck Driver "A" - Beautification Watering Program **7:00 a.m. to 3:30 p.m.**  
3:30 p.m. to 12:00 Midnight  
12:00 Midnight to 8:30 a.m.  
Monday through Sunday and  
Statutory Holidays
- \* Effective January 1, 1982.



## SCHEDULE "C"

### ASSUMING CAPPING AS OF JANUARY 1, 1986

Example - Gratuity cap January 1, 1986

Employee A has on January 1, 1986, 400 days in his sick leave bank and therefore has the maximum possible number of days in the sick leave gratuity of 130 days.

- if he uses 100 days in 1986, he will have at the end of 1986 been credited with 18 days sick leave to the sick leave bank but also suffered a deduction of 100 days from the bank for a sick leave bank total of 318 days (400 + 18 - 100).
- the employee's gratuity does not change 130 days.

Employee B has on January 1, 1986, 100 days in the sick leave bank and therefore has a gratuity of 50 days.

- if the employee in 1986 uses no sick days, his sick leave bank grows to 118 days - his gratuity however remains at 50 days. (Under the present system one-half of the credited days (9) would be added to the gratuity bank for a total of 59).
- the sick leave bank continues to grow in order to protect the employee in the event of illness.

Employee C January, 1986

- has 200 days in the sick leave bank as of January 1, 1986 and therefore has a gratuity of 100 days (1/2 of 200, to a maximum of 130 days).

However - Employee C who does suffer the reduction from **100** days to 94 days in 1986 will be allowed to increase his gratuity back to the capped limit of 100 days by increasing his sick **leave** bank.

- Therefore, if employee C, after reducing his gratuity to **94** days (as above) - increases his sick leave bank from 188 to say **206** ( $188 + 18$ ) in 1987, his gratuity will return to the previous capped level of **100**.

- If Employee C in 1987 credits **10** days to his sick leave bank ( $18 - 8$  days ill in 1987), he therefore has 198 days in his sick leave bank at December **31**, 1987, and therefore 99 days in the sick leave gratuity; similarly the 99 days could be increased or decreased in subsequent years to the gratuity cap of 100).

### SCHEDULE "D"

#### EXAMPLES OF WAGE ADJUSTMENT BASED ON CONSUMER PRICE INDEX

##### Example #1

Assume Hourly Rate of \$15.00

<b>January 1, 2002</b> - apply 3.0%	<b>\$15.45</b>
<b>January 1, 2003</b> - apply 3.0%	<b>\$15.91</b>
<b>January 1, 2004</b> - apply 3.0%	<b>\$16.39</b>

**On March 1, 2004**

Assume Consumer Price Index (Canada) rise of **5.8%** from December 31, **2002** to December 31, **2003**,

- Deduct **5.5%** from **5.8%** = **0.3%**

Apply **0.3%** to **2003** rate of **\$15.91** for a rate of **\$15.96**

- Then apply **2004** rate increase of **3.0%** for a January 1, **2004** rate of **\$16.44**

- Then retroactively pay to January 1, **2004** only based on the **\$16.44** rate minus pay already received at **\$16.39**

Consumer Price index - is % change December 31, **2002** to December 31, **2003**

### Example #2

Assume Hourly Rate of \$15.00

**January 1, 2002** - apply **3.0%** - **\$15.45**

**January 1, 2003** - apply **3.0%** - **\$15.91**

**January 1, 2004** - apply **3.0%** **\$16.39**

**On March 1, 2004**

Assume Consumer Price Index (Canada) rise of **7.0%** - since there is **6.0%** cap on the Consumer Price Index rise - **5.5%** is deducted from **6.0%** to equal **0.5%**.

- Apply **0.5%** to **2003** rate of **\$15.91** for a rate of **\$15.99**

-Then apply **2004** rate increase of **3.0%** for a January 1, **2004** rate of **\$16.47**

• Then retroactively pay to January 1, **2004** only based on the **\$16.47** rate minus pay already received at **\$16.39**.

### Example #3

Assume Hourly Rate of \$15.00

**January 1, 2002** - apply **3.0%** **\$15.45**

**January 1, 2003** - apply **3.0%** **\$15.91**

**January 1, 2004** - apply **3.0%** **\$16.39**

**On March 1, 2004**

Assume Consumer Price Index (Canada) rise of **3.5%** - Since Price Index rise is less than **5.5%** there is no adjustment.

## SCHEDULE "E"

### WAGE ADJUSTMENT FOR POLLUTION CONTROL CERTIFICATION PURPOSES

Rates of pay, on December 31, 1998, will for those employees affected by Certification, be the rate for the certification level held on December 31, 1998 or the employee's rate of pay on December 31, 1998, whichever is higher.

In the event an employee's rate of pay is higher than the rate for the certification level held on December 31, 1998, the employee's rate of pay will be "pink-circled". Any subsequent pay rate increase negotiated through collective bargaining will be calculated as a percentage of the rate of pay for the certification level held on December 31, 1998. The resulting amount would then be added to the employee's actual rate of pay.

#### Example:

On December 31, 1998:

Assistant Operator I (Employee) is at a rate of \$18.08 and has certification at level I (rate \$17.58).

- (i) January 1, 1999 apply 10% negotiated settlement  
Employee's new rate will be  $\$18.08 + (10\% \text{ of } \$17.58) =$   
 $\$18.08 + \$1.76 = \$19.84$
- (ii) Subsequent settlement at 10% and Employee still at  
certification level I, which is \$19.84.

Employee's new rate will be :  $\$19.84 + (10\% \text{ of } \$17.58) =$   
 $\$19.84 + \$1.76 = \$21.60.$

JL:dk  
1999-01-13

LETTER OF INTENT given this \_\_\_\_\_ day of \_\_\_\_\_, 1999

TO: CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 82 "WINDSOR MUNICIPAL EMPLOYEES"

It is the intention of the Corporation of the City of Windsor to provide protection from lay-off for the following employees of Pollution Control, while they are actively working in Classification 71.10 (Pollution Control Mechanic), 71.20, 71.30 and/or 72.20 of Schedule A-2.

EMPLOYEE	NUMBER	EMPLOYEE	NUMBER
Micsinsky, R.	8125	Groncin, M.	2464
Caissie, C.	6656	Carter, S.	6181
Allemeersch, R.	8539	Ladouceur, T.	4801
Quimette, K.	8627	Weston, C.	8776
Wilschut, R.	2692	Kocela, M.	7120
Zamojski, R.	4076	Davis, G.	3346
Suthers, G.	2943	Mazar, V.	5442
Pinsonneault, A-M.	6111	Busvek, F.	5776
Bondy, M.	8703	Scodeller, O.	2693
Murphy, D.	8704	Hicks, M.	1731
Peterson, L.	1257	Rousseau, E.	6640
Begin, R.	1258	Soulliere, M.	6789
Bojaruniec, J.	2888	Morneau, F.	4123
Kenny, R.	8436	Urukalo, J.	3834
Duncan, M.	7154	Tuer, T.	8538
Theaker, B.	0668		

In the event that any of the above employees should stop actively working in Classification 71.10 (Pollution Control Mechanic), 71.20, 71.30 and/or 72.20 of Schedule A-2, they shall relinquish their lay-off protection afforded them in this Letter of Intent.

It is understood that this Letter of Intent is not to be construed as supplementary to, or in derogation of, or in any way to modify or amend the collective agreement in any manner whatsoever.

Dated at Windsor this 6th day of April, 1999.

THE CORPORATION OF THE CITY OF WINDSOR

(Michael)  
Mayor

(Thomas)  
Clerk

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 82 "WINDSOR MUNICIPAL EMPLOYEES" hereby acknowledge receipt of a copy of the above Letter of Intent and agree to its terms.

Dated at Windsor this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

(Ted Prokonchuk)  
Recording Secretary CUPE Local 82

JL:dk 1998-12-30

BY-LAW NUMBER 980

(as amended - for amending By-laws see last page)

A BY-LAW TO ESTABLISH A PLAN OF SICK LEAVE  
CREDIT GRATUITIES FOR EMPLOYEES OF THE  
CORPORATION

Passed the 1st day of April, 1952

WHEREAS it is deemed expedient to establish a plan of sick leave credit gratuities for the employees of The Corporation of the City of Windsor;

THEREFORE the Municipal Council of The Corporation of the City of Windsor enacts as follows -

1. In this by-law -

(a) "Employee" means any salaried officer, clerk, workman, servant or other person in the employ of The Corporation of the City of Windsor, and unless otherwise provided herein, shall include a temporary employee who has been employed continuously on a full-time basis for not less than six (6) months, if such temporary employee has submitted a medical examination report satisfactory to the Corporation. (added B/L 2294)

(b) "Month" shall mean a calendar month

(c) "Regular attendance" means for any month the attendance of an employee at his duties on the days during the hours for which his attendance is required during that month, according to the terms of his employment, subject to the proviso that no credit shall be given to an employee in any month who, in that month, was absent from duty without leave, or who is absent for more than six (6) days for any reason other than vacation leave of absence or attendance, with the permission of Council, at any meeting or convention of any organization or association with which any Union which has a collective agreement with the Corporation is affiliated. (amended • B/L 1913)

(d) "Sick leave certificate" means a certificate, Form "A" attached to and forming part of this by-law, verifying a claim for sick leave.

(e) "Sick leave absence" means absence from regular attendance by sickness or other physical incapacity.

(f) "Sick leave credit" means an allowance as provided by this by-law for sick leave absence with pay.

(g) "Council" means the Council of The Corporation of the City of Windsor.

2. (a) A plan of sick leave credit gratuities is hereby established for every employee, and subject to the control of Council, the conduct and management of the plan shall be vested in the Treasurer, or such other employee of the Corporation as the Council by resolution may designate, from time to time.

(b) The Treasurer shall perform all things necessary or incidental to the due carrying on of the sick leave credit gratuities plan, including the power to allow or disallow any sick leave credit or sick leave absence for any employee provided, however, that the disallowance by the Treasurer of any sick leave credit or sick leave absence shall be subject to appeal as hereinafter set forth.

(c) The Treasurer shall provide and keep a register in which all sick leave credits shall be recorded so that the register will show the net sick leave credit of every employee which remains after all his sick leave absences have been deducted from his accumulated sick leave credit.

3. (a) Each employee shall be entitled, for every month of regular attendance, to a sick leave credit at the rate of not more than 1 1/2 days per month, and the sick leave credit of an employee shall be cumulative.

(aa) Each employee excepting those employees subject to The Police Act R.S.O. 1970 as amended, shall be entitled to accumulate sick leave credits after three (3) months of continuous service with the Corporation, provided that where the Collective Agreement provides for a probationary period of more than three (3) months, such sick leave credits shall not be available for the use of the employee until the employee has completed such probationary period or six (6) months, whichever is earlier, and thereafter the employee shall be credited with

one and one-half (1 1/2) days' sick leave credits retroactively to the first day of the calendar month following three (3) months of continuous service for each and every month thereafter. (Amended - B/L 6333)

(b) Where an employee has been employed for more than three years, he may, subject to the approval of the City Manager, be allowed sick leave absence for not more than thirty days at any one time in excess of his accumulated sick leave credit, as recorded in the register, provided that, such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. The decision of the City Manager disallowing an application for extension of sick leave absence as foreshad, may be appealed to the Council. This paragraph shall not apply to a temporary employee. (Amended • B/L 4053)

(bb) Employees subject to The Police Act R.S.O. 1970 as amended, shall be entitled to accumulate sick leave credits after three (3) months of continuous service with the Corporation. (Amended by B/L 6333)

(c) Where an employee is absent due to an accident and is in receipt of Workmen's Compensation and the municipality makes up the twenty-five percent (25%) difference between such compensation allowance and his total salary or wage, his sick leave credit shall not be debited with one-quarter day for each day's absence. (Amended by By-law 1913).

(d) Where an employee is absent due to attendance at a military hospital for observation, examination or treatment in connection with any disability sustained by such employee as a result of military service, and the Municipality makes up the difference between the employee's normal salary or wages for such period of absence and any allowance or gratuity, other than for transportation and meals, received by the employee from the Department of Veterans Affairs while attending at such hospital, his sick leave credit, if any, shall be debited with the period of time determined by the ratio that the Municipality's supplemental payment bears to the employee's normal salary or wages for the period of absence. This paragraph shall not apply to a temporary employee. (B/L's 1165 & 2294).



(e) If an employee is absent from work for any period of time during which he is entitled to receive sick leave payments or is awarded compensation under The Workmen's Compensation Act, his normal accumulation of sick leave shall not be interrupted by reason of such absence. (Added - B/L 4053)

(f) Where an employee is on layoff, he is entitled to receive sick leave payments, as provided for in this by-law, for a maximum of fifteen (15) weeks for the period of his illness, or until the total number of accumulated sick leave credits have been used, whichever occurs first, provided that the absence began more than two months prior to the layoff and that no notice of layoff had been given prior to the commencement of the absence, provided that during the period of illness, the employee shall provide the Corporation with a medical certificate issued by a medical practitioner, on a weekly basis, certifying continuing illness. (Amended B/L 6333)

(g) Where an illness or injury commenced prior to a strike or lockout, an employee is entitled to receive sick leave payments as provided for in this by-law for the period of his illness or injury commenced prior to a strike or lockout, an employee is entitled to receive sick leave payments as provided for in this by-law for the period of his illness or injury for a maximum of fifteen (15) weeks or until the total number of accumulated sick leave credits have been used, whichever occurs first, provided that during the period of sickness or injury an employee shall be required to provide the Corporation with a medical certificate issued by a medical practitioner, on a weekly basis, certifying continuing illness or injury. (Amended B/L 6333)

4. (a) An employee shall report his illness to his immediate superior during the first day on which such employee is absent from his work, and within two hours of the time at which he would normally commence his duties.

(b) Upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form "A" which forms part of this by-law must be filed with the Treasurer, and where the absence has been in excess of three (3) days at one time the physician's portion of the certificate must also be completed as soon as practicable

- (c) The sick leave certificate, supported by a physician's certificate or other satisfactory evidence of illness, shall be required if requested by the City Treasurer. (By-law 2030)
- (d) An employee absent for more than one month shall furnish immediately following such period, and each subsequent month, a certificate from his personal physician covering the nature of the illness, latest date of attendance and the probable date on which the employee will return to duty.
5. (a) Whenever the Treasurer disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with the terms of this by-law, such employee may appeal against the decision or action of the Treasurer by filing with the City Manager a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Treasurer. (B/L 3501)
- (b) The City Manager shall be and is hereby empowered to hear such appeal and the City Manager, upon notice to all interested parties, may fix the time and place of the hearing of such appeal and may adopt such rules of procedure and practice as he in his sole discretion may determine. (B/L 3501)
- (c) All notices of hearing of any such appeal shall be mailed or delivered to all parties concerned, not less than three (3) days prior to the date set by the City Manager for hearing any such appeal.
- (d) The decision of the City Manager in respect to any such appeal shall be reported to the Treasurer and the Treasurer shall record the decision of the City Manager in the Register, and act upon it. (By-law 2030) (Amended by By-law 2007)
6. The Treasurer shall report monthly to the City Manager of the said Corporation all sick leave absences. (By-law 2030)

7. (a) Where an employee has heretofore accumulated sick leave credits under any plan established by the Corporation, the employee shall be entitled to credits equal in number to the sick leave credits so accumulated, in addition to any credits to which he may become entitled under the provisions of this by-law. (Amended **B/L 4053**)
- (b) Upon the application of an employee who immediately prior to his employment by the Corporation was employed by another municipality or local board which has established a sick-leave plan under The Municipal Act or any other general or special Act, the total sick-leave credits standing to the credit of such employee in the plan of such municipality or local board shall be placed to the credit of such employee in the plan of the Corporation, provided that, such total credits shall not exceed the amount of the credits which could have been earned by such employee under the plan of the Corporation for the same term of employment. (**B/L 4578**)
8. Subject to Section 9 hereof, when an employee, having more than five (**5**) years' service, ceases to be employed by the Municipality, or when an employee having less than five (**5**) years' service dies, there shall be paid to him or his personal representatives as the case may be, or failing a personal representative, to such other person as the Council may determine, an amount computed on the basis of his pay at the date of his cessation of employment with the Municipality, for a period equal to fifty per cent (50%) of the value of his credits or fraction thereof, but the amount shall not exceed six (6) months' pay, and any such employee shall be entitled to be paid such amount in a lump sum, or in regular, consecutive monthly payments of not less than Fifty Dollars (\$50.00), and the balance remaining at any given time after all previous payments have been deducted shall be paid to the employee upon his request. This section shall not apply to a temporary employee. Interest at a rate of one per cent below the average prime lending rate charged by the chartered banks in the preceding calendar year shall be paid upon the monthly balance of sick leave credits left on deposit with the Corporation from time to time, and such interest shall be payable annually not later than January 15th in each year with the final payment thereof to be made within thirty (30) days after the final withdrawal of such credits. (Amended by **B/L's 1437, 2294, 4053 and 4959**)

9. Any employee discharged by Council for cause shall lose or forfeit all benefits under this by-law.
10. By-law Number 960, passed the fifth day of February, 1952, is hereby repealed.
- II. This by-law shall come into force on the 1st day of January, 1952.

(SEAL) (Signed) J. F. Martin  
Presiding Officer

(Signed) C. V. Waters  
City Clerk

First Reading April 1, 1952  
Second Reading April 1, 1952  
Third Reading April 1, 1952

“APPROVED

(Signed) G. H. Dunbar

As Amended By:

Minister of Municipal Affairs  
April 8, 1952”

By-law 1074 - July 7, 1953  
By-law 1165 - April 21, 1954  
By-law 1437 - March 2, 1956  
By-law 1913 - November 17, 1958  
By-law 2007 - June 15, 1959  
By-law 2030 - September 14, 1959  
By-law 2294 - July 10, 1961  
By-law 3501 - September 3, 1968  
By-law 4053 - March 8, 1971  
By-law 4578 - May 22, 1973  
By-law 4959 - October 21, 1974  
By-law 6333 - September 4, 1979

AGREED UPON AMENDMENTS TO BY-LAW 980 WILL BE INCORPORATED INTO THE COLLECTIVE AGREEMENT SUBJECT TO APPROVAL BY COUNCIL AMENDING THE SAID BY-LAW.

BY-LAW 980

Article 3 (b) shall now read:

- “3. (b) Where an employee has been employed for more than three years, he may, subject to the approval of the Chief Administrative Officer, be allowed sick leave absence for not more than thirty days at any one time in excess of his accumulated sick leave credit, as recorded in the register, provided that, such excess allowance shall be chargeable to and debited in the register against future sick leave credits to which the employee may become entitled. The decision of the Chief Administrative Officer disallowing an application for extension of sick leave absence as foresaid, may be appealed to the Council. This paragraph shall not apply to a temporary employee.” (Amended - B/L 4053)

Article 4 (b) shall now read:

- “4. (b) Upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form “ A which forms part of this by-law must be filed with the Commissioner of Corporate Services & Treasurer, and where the absence has been in excess of three (3) days at one time the physician’s portion of the certificate must also be completed as soon as practicable.”

Article 8 shall now read

- “8. Subject to Section 9 hereof, when an employee, having more than five (5) years’ service, ceases to be employed by the Municipality, or when an employee having less than five (5) years’ services dies, there shall be paid to him or his personal representatives as the case may be, or failing a personal representative, to such other person as the Council may determine, an amount computed on the basis of his pay at the date of his cessation of employment with the Municipality, for a period equal to fifty per cent (50%) of the value of his credits or fraction thereof, but the

amount shall not exceed six (6) months' pay, and any such employee shall be entitled to be paid such amount in a lump sum. This section shall not apply to a temporary employee. Interest at a rate of one per cent below the average prime lending rate charged by the chartered banks in the preceding calendar year shall be paid upon the monthly balance of sick leave credits left on deposit with the Corporation from time to time, and such interest shall be payable annually not later than January 15th in each year with the final payment thereof to be made within thirty (30) days after the final withdrawal of such credits. (Amended by B/L's 1437, 2294, 4053 and 4959)."

Section 3 (c) shall now read

"3. (c) Where an employee is absent due to an accident and is in receipt of Worker's Compensation and the municipality makes up the difference between such compensation allowance and his total salary or wage, his sick leave credit shall not be debited with one-quarter day for each such day's absence." (Amended by By-law 1913).

Section 5 shall now read:

- "5. (a) Whenever the Commissioner of Corporate Services & Treasurer disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee's sick leave credit, in accordance with terms of this by-law, such employee may appeal against the decision or action of the Commissioner of Corporate Services & Treasurer by filing with the Chief Administrative Officer a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Commissioner of Corporate Services & Treasurer. (B/L 3501)
- (b) The Chief Administrative Officer shall be and is hereby empowered to hear such appeal and the Chief Administrative Officer, upon notice to all interested parties, may fix the time and place of the hearing of such appeal and may adopt such rules of procedure and practice as he in his sole discretion may determine. (B/L 3501)

(c) All notices of hearing of any such appeal shall be mailed or delivered to all parties concerned, not less than three (3) days prior to the date set by the Chief Administrative Officer for hearing any such appeal.

(d) The decision of the Chief Administrative Officer in respect to any such appeal shall be reported to the Commissioner of Corporate Services & Treasurer, and the Commissioner of Corporate Services & Treasurer shall record the decision of the Chief Administrative Officer in the register, and act upon it.” (B/L 2030) (amended by B/L 2007)

Section 7 (b) Deleted

AGREED UPON AMENDMENTS TO BY-LAW 980 WILL BE INCORPORATED INTO THE COLLECTIVE AGREEMENT SUBJECT TO APPROVAL BY COUNCIL AMENDING THE SAID BY-LAW.

BY-LAW 980

Article 4 (b) shall now read

“4. (b) Effective January 1, 2000, upon the return to work of an employee or during his absence if requested, the sick leave certificate, as set out in Form “A” which forms part of this by-law must be filed with the Director of Human Resources or designate, and where the absence has been in **excess** of three (3) days at one time the physician’s portion of the certificate must also be completed as soon as practicable.”

Article 4 (c) shall now read:

“4. (c) **Effective January 1, 2000**, the sick leave certificate, supported by a physician’s certificate or other satisfactory evidence of illness, shall be required if requested **by** the **Director of Human Resources or designate.**” (By-law 2030)

Section 5 (a) shall now read:

- “5. (a) Effective **January 1, 2000**, whenever the Director of Human Resources or designate disallows any application for sick leave credit, or sick leave absence for any employee, or does not make an entry in regard to such employee’s sick leave credit, in accordance with terms of this by-law, such employee may appeal against the decision or action of the Director of Human Resources or designate by filing with the Chief Administrative Officer a written notice of appeal within seven (7) days of the date of mailing or delivery to him of notice of the decision or action of the Director of Human Resources or designate.”  
(B/L 3501)

Section 5 (d) shall now read:

- “5. (d) Effective January 1, 2000, the decision of the Chief Administrative Officer in respect to **any** such appeal shall be reported to the Director of Human Resources or designate, and the Director of Human Resources or designate shall record the decision of the Chief Administrative Officer in the register, and act upon it.”  
(B/L 2030) (amended by B/L 2007)



LETTER OF INTENT given this 8th day of October, 1996.

TO WINDSOR MUNICIPAL EMPLOYEES LOCAL 82  
CANADIAN UNION OF PUBLIC EMPLOYEES

I. It is the intention of The Corporation of the City of Windsor to continue the following:

1. Wash-Up Time:

(a) That all employees engaged in manual work shall be allowed wash-up time of 5 minutes before lunch and 5 minutes prior to quitting time: provided however, that in the case of refuse packer crews, these employees will be permitted to wash-up on return to the Public Works Department Yard and completion of their assigned work.

2. Legal Picket Lines Established During Industrial Strikes at Premises Other Than Those Under the Control of the Corporation

(a) That in the event of industrial strikes, the Corporation will instruct its supervisors that the municipal employees are not to be ordered to cross legal picket lines unless prior permission is obtained from the proper Union authority.

3. Stand-By Crews. Winter Control Program. Public Works Department and Parks and Recreation Department

(a) That the Corporation will establish for the Winter Season (as determined by Management) 3 stand-by crews of not fewer than seven (7) workers per crew in the Public Works Department and not more than six (6) workers in the Parks and Recreation Department, who shall agree, not later than 1 December in each year which the collective agreement shall continue to operate, that they will be available for call-out during off shift hours (for stand-by duty) for one week periods in rotation during the Winter Season. The Corporation shall pay to each man during each week that he is scheduled for stand-by duty (and regularly responds to call-out during off-shift hours as required), and in addition to overtime or call-out pay as provided in the collective agreement, a premium of \$40.00 per week. Employees on a particular shift will be permitted to make arrangements with employees on other

shifts for the exchange of shifts, but only if both employees involved in the exchange inform their supervisors of the exchange on **the last working** day of the week next preceding that in which the exchange of shift is to take place. In **the** event of an exchange of shift, payment will **be** made to the employee regularly scheduled for the shift who shall be obliged to make adjustment with the employee who replaces him. It is understood that the Union will make a sincere effort to ensure that sufficient personnel indicate their agreement to be available for call-out for **the** Winter Control Program to provide **the** necessary complement of men on each stand-by shift.

**II.** It is **further** the intention of **the** Corporation of the City of Windsor to implement a trial job preference scheme on the following conditions:

(a) **The procedures** of any preference scheme are to be established by a joint committee of the Union and Management.

(b) Any preference scheme which the joint committee may approve will **be** in existence for a trial period of two years with **the** date of commencement to be established by the joint committee.

(c) It is further understood that any preference scheme established, may have to be modified or altered during **the** trial period and **the** joint committee will meet as necessary for this purpose.

**III.** And it is further **the** intention of **the** Corporation of the City of Windsor to implement, on a trial basis, **the** following procedures for the banking of overtime hours for time off in lieu of overtime pay as follows:

(a) An employee may bank overtime to a maximum **of** 120 straight time hours once annually, exclusive of any carry-over as defined in subparagraph **(e)(i)** below.

(b) The banking **of** hours in lieu of overtime pay shall be at the option **of the** employee.

(c) Employees shall be credited with banked time at the

premium rates as specified in the contract. (e.g. time and one-half - one hour overtime work will be banked to the employee's credit as one and one-half hours; double time - one hour's overtime worked shall be banked to the employee's credit as two hours).

(d) **An** employe may use overtime hours banked for limited leave of absence with pay subject to the approval of the department head so far as may be allowed to ensure the efficient operation of the department concerned.

(e) (j) All hours banked to the credit of an employee shall, if unused, be paid out to said employee at his then current rate of pay on the first pay day after December 1st each year.

(ii) Notwithstanding the foregoing, if any employee wishes to **carry** banked time from one year to the next he must make his election to do so by November 1st. It is further agreed that the time carried forward must be used as time off work in the year to which it is transferred and shall not be subject to pay in lieu of or any further **transfer**.

(iii) Under no circumstances shall an employee be allowed to use in excess of 120 hours of banked time, exclusive of time carried forward from the previous year, in any one calendar year.

(iv) If any employee has not taken time off by November 1st in the year to which it was transferred, the employee shall take the time off as directed by and at the discretion of his department head.

**IV.** And it is further the intention of the Corporation of the City of Windsor:

1. That employees not in the Bargaining Unit shall not perform the duties of employees in the Bargaining Unit except for the purpose of investigation, inspection, or instruction.
2. The Clothing Committee shall be comprised of (2) Union Executive members and two (2) Management representatives.

The Joint Committee shall meet at least once a month during working hours until such time as agreement is reached on the aforesaid subject matters or it becomes evident that agreement cannot be reached.

3. And it is further the intention of We Corporation of the City of Windsor to allow employees with seniority and not subject to Article 26 who hold only the classification of Labourer in the Parks Department and the Public Works Department to apply for labourer positions in either the Public Works or Parks Department in the event either of those departments is seeking labourers.
4. That the Parks Department shall annually allow the most senior full-time rink attendant who wishes to work outside of the Arena Division in one of his other classifications for the time period March 31st to Labour Day. The attendants so requesting must do so by the end of February.
5. That if Local 82 negotiates an agreement with an insurance company to provide group rates for auto and/or house insurance, that the City of Windsor will, pursuant to directions from the employees concerned, implement payroll deductions for such payments.
6. Employees required to attend grievance hearings held at City Hall will be allowed a maximum of one hour prior to the hearing and a maximum of one hour subsequent to the hearing for travel and clean-up. If the employee requires more than the allotted hour, the employee may ask for permission from his Department.
7. Older Worker Provision  
  
The Corporation will consider on an individual basis the request of the Union on behalf of an employee who is within 5 years of normal retirement to work at an alternate position conducive to his/her physical abilities with no loss of pay or seniority.
8. That an employee who wishes to exercise his rights under Article 12.02 (g) may indicate to his supervisor that he wishes to exercise such right when the position he is seeking becomes available. The applying employee will be entered on a list with seniority to be considered when a position becomes available.



LETTER OF AGREEMENT RE LTD RESOLUTION  
TO CUPE LOCAL 82

1. The Parties agree that no grievance will be filed until such time as the entire LTD process, including appeals is exhausted. (see no. 5 for details)
2. Human Resources will arrange a meeting with two representatives of the Union, the Carrier and Human Resources to discuss the timeliness of decisions with a view to improving the expediency of the process.
3. The Human Resources Department will copy the Union on the "Application for LTD Claim" package as presented to the member at 60 days.
4. (a) Within 30 days of the date of ratification by Council of the Collective Agreement, the Union and Corporation shall each choose three persons from the List of Members of the Ontario Labour-Management Arbitrators Association, which six persons shall constitute the list of arbitrators for the purposes of this LTD agreement. The Union and the Corporation shall provide replacement appointees to the list as required from time to time, selected from the above lists, to maintain the full list of six persons.  
  
(b) The Corporation and the Union shall share equally the cost of the arbitrator. The party seeking to arbitrate may proceed directly to arbitration upon the exhaustion of the claims appeal procedure including the third party independent physician agreed upon by both parties, but must do so within 10 days of the delivery of the final decision of the carrier by the Corporation to the Union.
5. (a) Amended language Proposal as attached. (Clarification that method of payment has changed).  
  
(b) Corporation agrees to delete paragraph 2 in section 2.3 (Manner of Performance) of the Administrative Services Agreement.  
  
(c) Letter - Employees must fully exhaust the claims appeal procedure under the LTD Plan including the third party independent physician agreed upon by both parties. Thereafter should the Union decide to proceed to Arbitration, the selection of an Arbitrator will be from the above list of names, on a rotating basis, depending upon availability. The Corporation reconfirms that notwithstanding the wording in the LTD Plan stating that the decision of the third party physician is final and binding, the claimant may proceed to arbitration of a denied claim.

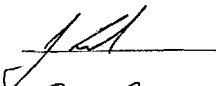

LETTER OF AGREEMENT RE LTD RESOLUTION  
TO CUPE LOCAL 82

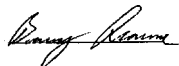
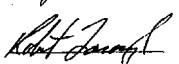
- (d) The decision of the arbitrator shall be final and binding on all parties without further appeal.
- (e) Continuation of benefits for an applicant whose claim has been allowed by the arbitrator shall be subject to the applicant abiding by the normal rules and practices of the LTD Plan as administered by the carrier.

Dated this 9th day of April, 2003.

FOR THE CORPORATION

FOR THE UNION

**Good Faith Undertaking by The Corporation of  
the City of Windsor**

The Corporation and the Union agree that the determination of Long Term Disability claims is the sole responsibility of Great West Life/London Life.

It was originally and continues to be the intent of the Corporation that the basis for adjudication of LTD Claims and the level of monthly monetary benefits afforded to members of Local 82 was to be the same under the Great West/London Life LTD Plan as it was under the Mutual Life LTD Plan.

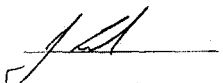
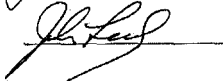
**As** such, where not otherwise governed by legislation, once Great West Life/London Life has adjudicated a claim for LTD benefits and has determined that the **claim is** to be allowed, Great West/London Life will then provide the same monthly monetary benefit to the claimant **member of Local 82 as was** afforded under the Mutual Life LTD Plan.

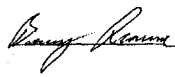

**The Corporation agrees that if a greater right, benefit or remuneration existed in the Mutual Life LTD Plan, the employee shall be entitled to receive that greater right, benefit or remuneration under the Great West Life/London Life LTD Plan.**

Dated this 9th day of April, 2003

FOR THE CORPORATION

FOR THE UNION



**EMPLOYEE SICK LEAVE CERTIFICATE**  
**CITY OF WINDSOR**  
**effective January 1, 2000**

[ARTICLE 4(B)] - Upon return to work of an employee or during his absence if requested, the sick leave certificate, must be filed with the Director of Human Resources or Designate, and where the absence has been in excess of three (3) days at one time, the Physician's portion of the certificate must also be completed as soon as practicable.

I, \_\_\_\_\_ hereby apply for sick leave absence with pay for the undemoted period:

From: \_\_\_\_\_ To: \_\_\_\_\_  
 Month Day Year (Time) Month Day Year (Time)

Comprising of the following working days: \_\_\_\_\_  
 I certify that this absence was occasioned by the following sickness: \_\_\_\_\_

and that I notified or caused to be notified my immediate supervisor  
 on \_\_\_\_\_ at \_\_\_\_\_ a.m.  
 \_\_\_\_\_ p.m.

Number of working days: \_\_\_\_\_

I understand that any misrepresentation of fact in this application for sick leave absence with pay may be considered as cause for immediate discharge without notice.

Dated: \_\_\_\_\_  
 Employee Signature: \_\_\_\_\_  
 Employee Name Printed: \_\_\_\_\_  
 Department Number: \_\_\_\_\_ Employee Number \_\_\_\_\_  
 Name of Department: \_\_\_\_\_

**Department Head:**  
 Calculation verified and application: is  is not  recommended  
 Supervisor's Signature: \_\_\_\_\_  
**Department Head:** \_\_\_\_\_ Date \_\_\_\_\_

**DENTIST OR PHYSICIAN'S CERTIFICATE**

I, the undersigned, a duly registered and qualified Dental/Medical Practitioner certify that:

was under my care for \_\_\_\_\_ days  
 \_\_\_\_\_ hours due to an (a) appointment (b) the above sickness  
 which in my opinion necessitated absence from work from: \_\_\_\_\_  
 to: \_\_\_\_\_

Date: \_\_\_\_\_  
 \*\*\*Signature: \_\_\_\_\_  
 Address \_\_\_\_\_

\*\*\*NOTICE: The nurse or receptionist may only sign on behalf of the Dentist/Physician provided a rubber stamp or official letterhead is used.

**DECISION ON APPLICATION**

The above application:  is allowed  is not allowed  is allowed but amended as follows:  
 \_\_\_\_\_

Date: \_\_\_\_\_ Signature \_\_\_\_\_  
 Director of Human Resources or Designate

Form R#7  
 /sr  
 June, 2002



Permit to work excess hours  
Under section 20 (1)

The Employment Standards Act 1974

Permit Number 07530

THE CORPORATION OF THE CITY OF WINDSOR

Room 102, City Hall  
Windsor, Ontario, N9A 6S1

Subject to the Terms and conditions, this permit authorizes hours of work in excess of those prescribed by section 17 or as extended by approval number issued under Section 18 as follows:

- a. In the case of an engineer, fireman, full-time maintenance man, receiver, shipper, delivery truck driver or his helper, watchman or other person, who in the opinion of the Director is engaged in a similar occupation, twelve hours in each week for each employee, and
- b. In the case of all other employees, 100 hours in each year for each employee
- c. Other (included in (a) above)

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

Terms and Conditions

- 1. Notwithstanding this permit, no employee may be required to work in excess of 8 hours per day or 48 hours per week without the consent or agreement of the employee or his agent.
- 2. This permit does not relieve the employer of the obligation to pay overtime pay as required by the Act or regulation.
- 3. This permit remains in force until revoked by the Director.
- 4. This permit shall be posted and kept posted by the employer in a conspicuous place where the employees are engaged in their duties.
- 5. This permit is subject to such further terms and conditions as the Director may from time to time prescribe.
- 6. \_\_\_\_\_

Date of issue August 17, 1977

(John R. Scott)

Director of Employment Standards

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