

THE CORPORATION OF THE CITY OF BELLEVILLE

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 907**

AGREEMENT

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MEMORANDUM OF AGREEMENT made this 11th day of August, 2008.

BETWEEN

THE CORPORATION OF THE CITY OF BELLEVILLE

hereinafter referred to as "THE CORPORATION",

OF THE FIRST PART:

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL NO. 907

hereinafter referred to as "THE UNION",

OF THE SECOND PART.

ARTICLE 1 - PURPOSE

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

1.02 Nothing contained in this Collective Agreement will contravene the Employment Standards Act, the Labour Relations Act, the Occupational Health and Safety Act, the Highway Traffic Act, or the Human Rights Code.

1.03 It is agreed hereto that where the title "Immediate Supervisor" is shown in this Agreement, it shall be determined to mean the following persons for each respective Department:

Public Works Operation - Superintendent, or his/her designate

Recreation and Community Services Department - Director, Recreation and Community Services Department, or his/her designate

ARTICLE 2 - SCOPE

2.01A) The Corporation recognizes the Union as the sole and exclusive Bargaining Agent for all employees of the Corporation, save and except:

- Chief Administrative Officer
- Department Heads/Directors and Deputy Department Heads/Directors
- Superintendents and Assistant Superintendents
- Non-working Foremen
- Professional engineers
- Engineering and Public Works Department management including Fleet/Transit Manager, Transit Operations Manager, Project Manager, Development Engineer, Project Engineer, Supervisor of Design and Surveying, Office Manager, Manager of Environmental Services
- Recreation and Community Services Department management including Recreation Manager, Program Supervisor of Youth Programs, Program Supervisor of Aquatics Adults and Seniors, Arena Manager, Arena Supervisor, Parks Manager, General Supervisor, Rental & Marketing Supervisor, Harbour Supervisor, Stadium Licence Manager, Bartenders
- Development Services Department management including Manager of Development, Chief Building Official, Deputy Chief Building Official, Manager of Approvals, Manager of Policy Planning

- Finance Department management including Manager of Finance/Deputy Director, Office Supervisor, Manager of Taxation, Purchasing Supervisor
- Corporate Services department management including Property Manager, Manager of Information Systems, Technical Services Supervisor, Senior Systems Analyst
- Fire and Emergency Services Department management, members of the Belleville Professional Fire Fighters Association and Belleville Volunteer Fire Fighters
- Members of the national Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada) Local #4003 – Transit workers
- All employees in the Mayor/CAO offices
- All employees in the Human Resources Department (except Payroll Officer and Assistant Payroll Officers, who are members of the Bargaining Unit)
- Employees regularly employed for not more than twenty-four (24) hours per week (except arena broom gang, canteen attendants, and part-time program staff, who are members of the bargaining unit)
- Students employed for the summer vacation period
- Programming staff and part-time personnel to leisure activities
- Volunteers, grant staff and co-op students

NOTE: Arena broom gang, canteen attendants, cleaners, and facilities part-time program staff shall be represented by the Bargaining Unit, but shall not be seniority listed.

- 2.01B) Volunteers, grant staff, co-op students and temporary help agencies will be administered in such a manner as to not result in:
- The layoff of an employee;
 - The reduction of hours of an employee; and
 - A position, same as that occupied by an employee under this Article, being declared redundant.
- 2.02 No employee coming within the scope of this Agreement shall be required to make any written or verbal agreement, which may conflict with the terms of this Contract.

ARTICLE 3 - CORPORATION'S RIGHTS

- 3.01 The Union agrees that the Corporation has the right to manage it's affairs, to direct it's employees (which includes assigning and scheduling of work), and to hire, promote, transfer or lay off, to also suspend, discharge or discipline employees for just cause.
- 3.02 The Corporation agrees that these functions shall be executed in a manner consistent with the general purposes and intent of this Agreement and subject to the right of the employee to lodge a grievance as set out herein.

ARTICLE 4 – UNION SECURITY AND CHECK-OFF OF UNION DUES

- 4.01 It is agreed by the parties hereto that all employees in the Union will be required to pay an amount equal to the current monthly dues, so long as the Union is the recognized Bargaining Agent.
- 4.02 It is further agreed that the Corporation shall deduct Union dues from the wages of all employees who come within the scope of this Agreement, whether a non-member or member. Deductions shall be made from each pay period and shall be forwarded to the Secretary-Treasurer no later than the 15th day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.
- 4.03 The Union is responsible for keeping the Corporation informed as to the names and addresses of the proper officers during July of each year of the life of the Agreement, and further, within ten (10) days of any change being made in the list during the intervening period. The Union shall give the Corporation one (1) month's notice of any change in the amount of dues to be deducted.

ARTICLE 5 – NO DISCRIMINATION

- 5.01 There will be no discrimination by the Corporation or the Union against any employee because of membership or non-membership in any lawful Union or because of age, sex, race, colour, religion, creed, political affiliation or in relation to hiring relatives of employees.
- 5.02 The Corporation, the Union and employees agree to conduct their affairs in accordance with the Ontario Human Rights Code, and further agree that there will be no discrimination, intimidation, harassment, interference, restriction, or coercion exercised or practiced with respect to any employee.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 Complaints and grievances of employees shall be dealt with in the following manner, and all such complaints and grievances must be in writing and filed not later than five (5) working days of the alleged grievance. A grievance concerning any payment that the employee is entitled to under this Agreement shall be deemed to occur as of the applicable payday.

STEP 1 - Grievance to Immediate Supervisor (Non-Union)

The aggrieved employee and a member of the Grievance Committee shall present the grievance to the immediate supervisor, who shall consider it in the presence of the persons presenting same, not later than five (5) working days immediately following receipt of said grievance and give a written decision to the employee with a copy to the Union not later than five (5) working days immediately following the said meeting. If a settlement satisfactory to the employee is not reached, the aggrieved employee may, not later than five (5) working days immediately following the termination of the above time limits, proceed to STEP 2.

STEP 2 - Grievance to Department Head

The aggrieved employee and a member of the Grievance Committee shall present the grievance to the Department Head, who shall consider it in the presence of the persons presenting same not later than five (5) working days immediately following receipt of said grievance and give a written decision to the employee with a copy to the Union not later than five (5) working days immediately following the said meeting. If a settlement satisfactory to the employee is not reached, the aggrieved employee may, not later than five (5) working days immediately following the termination of the above time limits, proceed to STEP 3.

STEP 3 - Grievance to Chief Administrative Officer

The aggrieved employee and a member of the Grievance Committee shall present the grievance to the Chief Administrative Officer, who shall consider it in the presence of the persons presenting same not later than five (5) working days immediately following receipt of said grievance. The Chief Administrative Officer shall give a written decision to the employee with a copy to the Union not later than five (5) working days immediately following the said meeting.

- 6.02 Where a dispute involving a question of general application or interpretation occurs within a department, such grievances may be submitted at 6.01, Step 2 of the grievance procedure and where a dispute involving a question of general application or interpretation occurs dealing with bargaining unit issues, such grievances may be submitted at Step 3 of the grievance procedure and shall be dealt with by a member of the Union executive and a member of the Union Grievance Committee.
- 6.03 By mutual agreement, the time limits referred to above may be extended.

ARTICLE 7 – MEDIATION AND ARBITRATION

7.01 After the grievance procedure as set out in this Agreement has been exhausted, and before an arbitrator is contacted under this Article, either Party may agree to utilize the services of a Grievance Mediator to assist the Parties in resolving their differences. In the event a Grievance Mediator is requested, a referral to arbitration shall be delayed until after the Grievance Mediation Officer has conducted a meeting of the Parties and provided a report.

The Parties shall jointly share the expense of the Grievance Mediator.

7.02 It is agreed by the Parties that any difference of opinion related to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the grievance procedures (and optional mediation process), will be submitted to Arbitration under the provisions stipulated in the Ontario Labour Relations Act within thirty (30) days.

7.03 It is agreed by the parties that each shall pay the cost of their own nominee to the Arbitration Board, and they shall share equally all costs and fees charged by the Chairman of the Board.

ARTICLE 8 -STRIKES AND LOCKOUTS

8.01 In view of the orderly procedures set out in ARTICLES 6 and 7 above for the final and amicable settlement of all complaints and grievances, the parties agree that there shall be no lockouts ordered by the City and there shall be no strikes, slowdowns or curtailment of work, ordered or condoned by the Union, or any of its officers or representatives, as long as this Agreement remains in effect.

8.02 In the event of any other employee of the Corporation engaged in a strike and placing or maintaining pickets at the Corporation's premises, then any failure to cross such picket line by the members of this Union shall not be considered a violation of this Agreement.

ARTICLE 9 -UNION COMMITTEE

9.01 The Union shall advise the Corporation in writing of the personnel serving on the above mentioned Committees, during the month of July of each year of the life of the Agreement and, further, within ten (10) days of any change being made in the list of the Committee personnel during the intervening period.

9.02 The Union acknowledges that members of the Union Committees will continue to perform their regular duties on behalf of the Corporation and that such persons shall not leave their duties without first obtaining permission to do so from the immediate Supervisor in the respective department, and on completion of such duties shall report back to him/her, and give any reasonable explanation which may be requested with respect to their absence.

9.03 It is understood that such permission shall not be unreasonably withheld.

9.04A) The Corporation acknowledges the right of the Union to elect, appoint, or otherwise select, Union Committees for the purpose of this Agreement consisting of not more than seven (7) members plus the President during negotiations, provided that not more than one (1) employee is appointed from any one function of a Department at the same time to carry out the proper functions of the Union. The Corporation agrees to recognize and deal with the above Committees with respect to any matter which properly arises from time-to-time during the term of this agreement, including grievances and the negotiation of a new Collective Agreement.

9.04B) In accordance with this understanding, such employees will be compensated by the Corporation to the extent of their regular pay for such time spent in dealing with matters arising out of this Agreement. However, the Corporation reserves the right to withhold payment if the Union Committees do not conform with the accepted practice in dealing with matters arising out of this Agreement, or if an unreasonable or abnormal amount of time is consumed in dealing with such matters.

Compensation will not be allowed for time spent outside the employee's regular working hours.

9.05 The Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the Corporation. Such representative shall have access to the Corporation's premises in order to investigate or assist in the settlement of a grievance at a time or times agreeable to the immediate Supervisor in the respective department.

ARTICLE 10 - LEAVE OF ABSENCE

- 10.01 Leave of Absence, with pay and without loss of seniority, shall be granted for three (3) members to attend Union functions. The Union shall reimburse the Corporation for the cost of such absences by the fifteenth of the month following. Such leave shall be requested by the Union President, or his/her alternate, in writing ten (10) working days prior to the leave of absence.
- 10.02 One employee at one time, who is appointed, temporarily employed, or elected to perform duties on behalf of the Canadian Union of Public Employees shall, upon giving thirty (30) calendar days' advance written notice to the immediate Supervisor, be granted leave of absence for a minimum of one (1) year to a maximum period of two (2) years without pay, provided the employee's position can be suitably filled at no extra cost to the Corporation. Benefits specified in Article 16 may be maintained provided the employee pays the full-required premiums by the fifth (5th) of each month.
- 10.03 The Employer may replace the employee by a temporary replacement for the duration of the leave if there is no bargaining unit employee who possesses the requisite skills and qualifications to perform the required work. At the conclusion of the leave, the employee temporarily appointed to the position shall be returned to his/her former position or, if hired as a temporary replacement, be terminated.
- 10.04 The Corporation shall also be permitted to suitably arrange for performance of the incumbent employee's work, as required.
- 10.05 Special Leave with pay, for periods not over five (5) working days, at one time, or in total during one (1) calendar year, may be granted by the Chief Administrative Officer, to attend professional conferences or short courses associated with the employee's duties.
- 10.06 Special leave with partial pay, as may be determined and approved by the Chief Administrative Officer, for a period beyond five (5) working days and not over thirty (30) working days may be granted by the Chief Administrative Officer to attend training or educational courses associated with the employee's duties. Such special leave shall not be granted more often than once in three (3) years of employment.
- 10.07 Special leave without pay may be granted by the Chief Administrative Officer for periods over thirty (30) days but not over nine (9) months to attend courses in a recognized education institution. Such leave must be approved by the City Council. Only one (1) such period of leave shall be granted.
- 10.08 Special leave with pay may be granted by the Chief Administrative Officer in exceptional circumstances not covered above. Exceptional circumstances are defined as unforeseen or emergency situations affecting the employee and his/her immediate family.

- 10.09 Periods of leave without pay, in excess of thirty (30) working days, shall not be credited for purposes of:
1. Service credit towards within grade increase and completion of probation
 2. Annual vacation accrual
- 10.10 Employees are entitled to five (5) days leave per calendar year without pay. Such leave shall be given upon request unless good reason is given by the Department Head for refusal.
- 10.11 Pregnancy leave, without pay shall be granted for a period up to seventeen (17) weeks duration, with such leave to commence no earlier than seventeen (17) weeks before the expected birth date.
- Note: This Article will be governed by the Employment Standards Act, RSO 2000, as amended from time to time.
- 10.12 Parental leave, without pay shall be granted for a period up to thirty-five (35) weeks for Birth Mother and up to thirty-seven (37) weeks for employees who did not take pregnancy leave.
- Note: This Article will be governed by the Employment Standards Act, RSO 2000, as amended from time to time.
- 10.13 At least two (2) weeks' written notice of the requirement for maternity or parental leave must be given in writing to the Department Head of the employee.
- 10.14 The employee may shorten the duration of the employee's maternity or parental leave with the consent of the Department Head or by giving the Department Head four (4) weeks written notice of the employee's intent to return to work and, in the case of maternity leave, a medical certificate stating that the employee is able to resume his/her normal duties.
- 10.15 The employee's coverage for semi-private, Group Life Insurance and A. D. & D., Long-Term Disability, major medical care and dental requirements, as specified in Article 16 shall be continued by the Corporation during maternity and parental leave. If the employee fails to return to employment, as provided herein, the Corporation may recover the cost of such payment in full.
- 10.16 Seniority shall continue to accrue during the maternity and parental leave under this article.
- 10.17 Whenever an employee enters the Armed Forces of Canada, the following rules shall apply:
- A) The employee shall be given military leave without pay.
 - B) During the period of military service, the employee shall retain all rights to which he/she is entitled under the provisions of this Agreement, provided that during a period of military leave in excess of thirty (30) days, annual or sick leave credits shall not accumulate.
 - C) After the completion of service, the employee may be restored to his/her former position if it appears to the satisfaction of the Chief Administrative Officer that the employee is able to perform his/her former service to the City, provided that the employee makes a written application for immediate reinstatement within ninety (90) calendar days after receiving an honourable discharge or release from active duty. The provisions of this subsection shall not apply to any employee receiving dishonourable discharge.
 - D) Persons employed to fill positions becoming vacant under this rule shall hold such positions subject to being transferred to another post, if available, or terminated upon the reinstatement of the returning employee to his/her former position, in accordance with paragraph 3. of this Article.

E) An employee in the competitive service having a reserve status in any of the regular branches of the Armed Forces of Canada, upon request to serve under orders on training duty, shall be granted military leave for a period not to exceed ten (10) working days in any one (1) calendar year. Compensation during such leave shall be the differential between prevailing rates that they receive from the City and their Armed Service pay, provided their Armed Service pay does not exceed their pay from the City.

10.18 The Corporation shall grant leave of absence, without pay and without loss of seniority, to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Department Head for the respective department.

10.19 The Corporation shall pay an employee who is required to serve as a juror or court witness, the difference between his/her normal earnings and the payment he/she received for jury service or court witness. The employee will present proof of service and the amount of pay received.

ARTICLE 11 -- SENIORITY

11.01 Up-to-date Seniority Lists (Schedules A3, B5, B6, B7 & B8) shall be compiled (including the employee's occupational title) in June of each year and each permanent employee shall be placed thereon in accordance with his/her term of continuous service in the Bargaining Unit. A copy of all revisions, additions and deletions shall be posted on each Union Board and provided to the Union President in June of each year. At the same time the employer shall advise the Union of any differences or changes since the previous list was compiled.

ARTICLE 12 - ANNUAL LEAVE

12.01 All employees, who have less than one (1) year's service as of January 1st, shall be entitled to take annual leave in an amount equal to one-half (1/2) day for each two (2) weeks of service earned up to a maximum of ten (10) working days with pay. Vacation earned thereafter shall be calculated on a January 1 to December 31 basis as follows:

12.02 In the calendar year of the 1st anniversary and each year thereafter 10 working days with pay

12.03 In the calendar year of the 3rd anniversary and each year thereafter 15 working days with pay

12.04 In the calendar year of the 8th anniversary and each year thereafter 20 working days with pay

12.05 In the calendar year of the 16th anniversary and each year thereafter 25 working days with pay

12.06 In the calendar year of the 25th anniversary and each year thereafter 30 working days with pay

12.07 Part-time employees will receive their vacation on a pro-rated basis, i.e. 2½ days worked per week = 2½ days pay and 1 week off for all calendar year of vacation entitlements described in Article 12 (12.01 to 12.06).

12.08 Annual leave shall be pro-rated for employees who are absent for more than seventeen (17) continuous weeks excluding any time involving annual leave entitlements.

12.09 An annual leave schedule is to be posted by May 1 in every year. Any employee who has failed to designate his/her preference by that date shall be required to take available dates.

12.10 In exceptional circumstances, a staff member may be advanced annual leave.

12.11 Preference in choice of annual leave dates shall be determined by seniority of service as follows:

A) **Public Works Yards**

Employees shall be entitled to take their annual leave at any time during the calendar year, providing that not more than sixteen (16) employees and two (2) Mechanics (one (1) from Public Works and one (1) from Transit) shall be off on annual leave during July, August and November; but only up to nine (9) employees and two (2) Mechanics (one (1) from Public Works and one (1) from Transit) shall be off on annual leave at any one time during other months.

B) **Recreation and Community Services Department- Parks Operation Employees**

Employees shall be entitled to take their annual leave at any time during the year provided that not more than four (4) employees, and one tree person, and one gardener and one mechanic shall be off annual leave at one time.

C) **Recreation and Community Services Department- Facility Operation Employees**

Employees shall be entitled to take their annual leave at any time during the current year, providing that not more than four (4) employees and one (1) Refrigeration Operator are off on annual leave at the same time during the period of May 1 to August 31, and not more than two (2) employees are off on annual leave at the same time during the balance of the year.

D) **Glanmore National Historic Site**

Employees shall be entitled to take their annual leave at any time during the calendar year, provided that not more than one (1) employee is off on annual leave at the same time.

E) **Water Operations**

As far as practicable, while considering the efficient operation of the Corporation, vacations will be granted at the times most desired by the employees.

F) **Inside Operations**

Employees shall be permitted to take five (5) days of annual leave (or such greater number as may be approved by the supervisor) in various periods of one (1) week, in minimum segments of one-half (1/2) day. All remaining annual leave entitlement will be taken in minimum periods of one week.

12.12 An employee who is ill during a period of annual leave shall, subject to the provisions of the Short Term Sick Leave Plan, have that portion of his/her period of annual leave considered sick leave upon presentation of a satisfactory medical certificate.

12.13 Annual leave, as calculated for each period of January 1 to December 31, may be accumulated and carried beyond December 31 up to a maximum of five (5) working days annually and thirty (30) working days altogether.

12.14 Employees holding permanent appointments, who leave their employment, are entitled to payment for unused annual leave.

12.15 Where an employee has taken annual leave and then separates employment, the Corporation will be entitled to withhold salary or wages owing, or in any event, shall be entitled to be reimbursed for any annual leave monies already paid in excess of what was earned to date of separation.

- 12.16 A record of all annual leave will be kept by Human Resources and as soon as possible after December 31st of each year, every employee shall receive a statement from Human Resources.
- 12.17 If a legal or declared holiday falls on, or is observed during, an employee's annual leave period, such a day shall not be charged as a day of annual leave.
- 12.18 Employees shall, upon giving four (4) weeks' written notice, have credited to their bank account any wages which may fall due during the period of their annual leave.
- 12.19 An employee receiving Workplace Safety Insurance Board benefits shall continue to earn and accumulate annual leave credits for a period of one (1) year following the date of absence from active duty.

ARTICLE 13 - PAID HOLIDAYS

13.01 For the purpose of these rules, paid holidays shall be considered to be:

- | | |
|----------------|-----------------------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | The last working afternoon before |
| Civic Holiday | Christmas and New Year's |

and any other day that may be declared a holiday by the Mayor, Council of the City, Provincial or Federal Governments.

13.02 However, compensation for the above paid holidays for all part-time Recreation and Community Services Department Facility Operation employees will be calculated in accordance with the Employment Standards Act. All part-time employees shall work their scheduled shift assignments immediately before and after a paid holiday to be eligible to receive pay for the holiday in accordance with the Employment Standards Act, unless absence due to illness is supported by a medical certificate which provides all information as specified in Article 14.04(c).

13.03 All employees shall be entitled to time off for paid holidays, when such holidays fall on regularly scheduled working days. Whenever any of the above holidays falls on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be the holiday for the purpose of this Article.

13.04 When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay, at a time mutually agreeable to the employee and his/her immediate Supervisor for the respective department, within twelve (12) months of the applicable holiday involved.

13.05 Water Treatment Plant Operators who work on any of the plant holidays shall be entitled to another day off with pay within one hundred and twenty (120) days.

ARTICLE 14 - SICK LEAVE AND LONG TERM DISABILITY

14.01 Accumulated Sick Leave Plan (Hire Date Prior to July 1, 1985)

As a result of conversion from an Accumulated Sick Leave Plan to a Short Term Sick Leave Plan, the following benefit revisions will be implemented:

- a) (i) The Accumulated Sick Leave Days standing to the credit of all employees as of July 1, 1985 is frozen as of that date.
- (ii) The Accumulated Sick Leave days standing to the credit of Glanmore National Historic Site employees as of December 31, 1998 are frozen as of that date.
- b) 50% of all employees' vested Accumulated Sick Leave credits to a maximum of 6 months salary (130 days) would be paid out upon termination, death or retirement, based on the daily rate of pay in effect at the time of payout.
- c) Any future cash-out provisions prior to termination, death or retirement would be subject to negotiations between the City of Belleville and the respective Union.
- d) Employees whose Accumulated Sick Leave days are not vested at the date of termination would not be entitled to any payout, as outlined above, until the vesting qualification has been met.
- e) An employee may **use** Accumulated Sick Leave credits for top up purposes. Maximum top up regarding the Disability Benefit would be to 100% of regular earnings, whereas, top up for Long Term Disability benefits would be to a maximum of 85% of regular earnings,
- f) An employee may use vested Accumulated Sick Leave credits to maintain regular earnings during a lay-off (maximum of fifty (50) days) or maternity and parental leave, with coverage to be based on a 50% payout value.
- g) In both e) and f), any such usage would correspondingly reduce the total Accumulated Sick Leave credits and consequently, would reduce the future payout value for any employee with 260 days or less.
- h) All employees, who are required to absent themselves to personally care for a member of their immediate family (defined as spouse; common-law spouse, son, daughter, father, mother, brother, sister, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, or any relative living with the employee) shall be permitted to use their Accumulated Sick Leave credits up to a maximum three (3) days on any one (1) occasion.
- i) Leave taken under the preceding paragraph shall not be calculated towards uncertified sick leave.

14.02 Accumulated Sick Leave Plan (Former Employees of the Belleville Utilities Commission)

As a result of conversion from the former Sick Leave Plan at the Belleville Utilities Commission to a Short Term Sick Leave Plan, the following benefit revisions will be implemented:

- a) The Accumulated Sick Leave Days (all of the 100% days and prorated credit for the 75% days) standing to the credit of all employees of the Belleville Utilities Commission as of December 31, 2002 is frozen as of that date.
- b) The Accumulated Sick Leave credits shall have no cash value, and will not be paid out upon termination, death or retirement.
- c) An employee may use Accumulated Sick Leave credits for top up purposes. Maximum top up regarding the Disability Benefit would be to 100% of regular earnings, whereas, top up for Long Term Disability benefits would be to a maximum of 85% of regular earnings.

14.03

Short Term Sick Leave Plan

- a) The employer agrees to contribute 100% of the cost of the Short Term Sick Leave Plan. Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or under the examination or treatment of a physician, chiropractor or dentist, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

Sick leave entitlement for denied WSIB claims will not be paid until written confirmation is received from WSIB that the claim is denied and a medical certificate is supplied by the employee, at which time sick leave shall be paid from the first day of absence for the claim.

- b) The schedule of benefits payable under the Short Term Sick Leave Plan shall be interpreted to provide up to seventeen (17) weeks at 100% of an employee's regular earnings, annually, dependent on the employee's length of service.
- c) Full entitlement to sick days paid at 100% of regular earnings shall be restored each January 1st for employees at work contiguous to that date and upon the first date of return to work following January 1st for employees who are on sick leave.
- d) If an employee runs out of 100% weeks, there will always be up to seventeen (17) weeks of disability coverage at 75% of earnings, for every unrelated disability due to accident or sickness. A related disability would be considered an unrelated disability if an employee returns to work on a full time basis for at least twenty (20) days.
- e) For any illness or disability, the combination of 100% and 75% paid days shall always total seventeen (17) weeks of available paid sick leave.
- f) Benefits of the Short Term Sick Leave Plan as outlined below would commence on the 1st day of disability due to accident or sickness and would be payable for up to 17 weeks.

<u>Length of Service</u>	<u>100% of Salary</u>	<u>75% of Salary</u>
3 months but less than 1 year	5 working days	80 working days
1 year but less than 2 years	10 working days	75 working days
2 years but less than 3 years	15 working days	70 working days
3 years but less than 4 years	20 working days	65 working days
4 years but less than 5 years	25 working days	60 working days
5 years but less than 6 years	35 working days	50 working days
6 years but less than 7 years	45 working days	40 working days
7 years but less than 8 years	55 working days	30 working days
8 years but less than 9 years	65 working days	20 working days
over 9 years	85 working days	0 working days

(EXCLUDING PAID HOLIDAYS)

Note: Sick Leave payments for part-time employees shall be pro-rated in accordance with the number of days or hours worked.

14.04

Short Term Sick Leave Plan Reporting Procedures

In reference to the above benefit, the following would apply:

- a) All absences shall first be reported by the employee or a member of his/her family to the immediate supervisor or his/her designate as soon as possible, but in any event, no later than the commencement of the workday or shift, except as noted in b) and c) below.
- b) In the Public Works Yards and Water Operations, all absences shall first be reported by the employee or a member of his/her family to the immediate supervisor or his/her designate as soon as possible, but in any event, no later than the commencement of the work day or shift.

- c) In the Facilities Operation of the Recreation and Community Services Department, if a member is the only person on that shift, and his/her absence will affect the rentals, the employee shall make a reasonable effort to notify the Facilities Manager or designate one-half (1/2) hour prior to his/her commencement of their shift. The Employer will provide such employees with the contact number of the Manager or his/her designate.
- d) Any absence of more than three (3) consecutive working days, or for one (1) working day prior to or following a paid holiday or annual leave, or annual leave which is to be charged as sick leave, must be supported by a certificate from a duly recognized medical practitioner, (medical doctor, chiropractor, or dentist) stating that the employee was unable to perform his/her duties and indicating the probable duration of illness.
- e) Absences of more than five (5) consecutive working days which are charged as sick leave shall also be supported by a phone call from the employee or a member of his/her family on a weekly basis to the immediate Supervisor of his/her department commencing on the 6th or 7th work day.
- f) Any absence of more than one (1) month which is to be charged as sick leave, must be supported by a certificate on a monthly basis from a duly recognized medical practitioner, and submitted directly to the Human Resources Department stating that the employee was unable to perform his/her duties and indicating the probable duration of the illness. Additionally, medical certifications as required herein will not be accepted for more than a one (1) month continuous period at one time.
- g) Failure to produce the required certificate(s) as per Article 14.04 (d) and (f) will result in the uncertified days of absence, including legal holidays, if any, being charged as leave without pay. Certificate(s) must be received in Human Resources within five (5) work days.
- h) **The** dates of certified absence shall be included in all certification of absence submitted for sick leave purposes.
- i) More than seven (7) days of uncertified absence within the calendar year shall be charged as sick leave without pay.
- j) Time off for appointments with a doctor, a dentist or for other health related appointments shall be booked as sick leave under the Short Term Sick Leave Plan and will be charged to the plan in accumulated amounts of half days. For persons who are not covered by the Short Term Sick Leave Plan such time shall be taken as leave without pay.

14.05

Long Term Disability Plan

- a) The Corporation agrees to provide a Long Term Disability Plan and contribute 100% of the monthly premiums on behalf of each participating permanent employee listed in Appendix A, Schedule "A3" and Appendix B, Schedules "B5", "B6", "B7" and "B8" (Seniority Lists).
- b) During the first two (2) years of income payments the disability must prevent the employee from performing any and every duty relating to his/her regular job. After that time the income benefit will continue if the disability prevents the employee from engaging in any employment for which he/she is reasonably qualified by education, training or experience.
- c) The benefit level is 67% of any employee's basic monthly earnings, subject to a non-medical limit of \$3,000.00 per month.
- d) The design of the plan can be altered to include a cost of living index clause. Such action would be subject to negotiations between the City of Belleville and the respective Union.

- e) The benefit duration is to age 65 for accident/sickness.
- f) The elimination/waiting period is seventeen (17) weeks of continuous disability, excluding paid holidays.
- g) The Long Term Disability Benefit will be reduced by any payment for loss of time which the employee is entitled under any Workplace Safety Insurance Law or Act and by any primary benefit payable to the employee under the Canada or Quebec Pension Plan, excluding dependent children.
- h) The coverage is 24 hours daily.
- i) Rehabilitation employment means remunerative employment while not yet fully recovered, following directly after the period of total disability for which the employee received benefits. The benefit will be the monthly benefit less 50% of rehabilitative employment earnings.
- j) Premium payments are not required when an employee is entitled to receive monthly benefits.

ARTICLE 15 - BEREAVEMENT LEAVE

- 15.01 All employees, who are required to absent themselves to attend the funeral of a member of their immediate family (defined as spouse, common-law spouse, father, step-father, son, daughter, step-children, mother, step-mother, brother, sister, grandparents, spouse's grand-parents, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or any other relative living with the employee) shall be reimbursed for all lost time up to three (3) working days, except where the funeral is outside the City, in which event, the employee may be granted an additional bereavement leave with pay, if authorized by the Chief Administrative Officer.
- 15.02 One (1) day shall be granted without loss of salary or wages to attend a funeral as a pallbearer, provided such employee has the approval of the immediate Supervisor.
- 15.03 In the event of the death of an employee, not more than three (3) members of the executive shall be allowed one-half (1/2) day off, with pay, to attend the funeral. Additional executive members may also be permitted to attend at the Supervisor's discretion, without pay.
- 15.04 An employee who has to use Bereavement Leave during a period of Vacation, as defined in Article 15.01, shall have that portion of Vacation considered Bereavement Leave.

ARTICLE 16 - HOSPITALIZATION AND GROUP INSURANCE

- 16.01 The Corporation agrees to pay for all probationary and permanent employees, plus one (1) Recreation and Community Services Department - Facility Operation Canteen Supervisor, one hundred percent (100%) of the cost of the Ontario Hospital Insurance Plan and the Semi-Private Plan; and for all permanent employees listed in the Appendices to this Collective Agreement, one hundred percent (100%) of the cost of each employee's participation in the Group Life Insurance Plan, the Extended Health Care Plan and the Dental Plan.
- 16.02 The Group Life Insurance (which includes Accidental Death and Dismemberment) for each employee covered shall be two (2) times their respective regular annual salary to the nearest \$500.00 of coverage to a maximum of \$150,000.00. Employees may pay the premium cost of retaining a \$5,000.00 Life Insurance policy upon retirement.

16.03 ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Loss of:	
Life.....	100%
Both Hands and Both Feet.....	100%
Sight of Both Eyes.....	100%
One Hand and One Foot.....	100%
One Foot and Sight of One Eye.....	100%
Speech and Hearing in Both Ears.....	100%
One Arm or One Leg.....	75%
One Hand or One Foot or Sight of One Eye....	50%
Speech.....	50%
Hearing in Both Ears:.....	50%
Thumb and Index Finger or at Least Four Fingers of One Hand.....	25%
All Toes of One Foot.....	33-1/3%

Loss of Use:

Both legs or Both Arms or Both Hands.....	100%
One Leg or One Arm.....	75%
One Hand.....	50%

16.04 The Corporation shall provide Extended Health Care Plan coverage to employees specified in this Article with single, couple and family status to be maintained on a \$25.00 deductible basis, annually, including the following:

- Eye glass and eye exam coverage to a maximum of the amount of \$300.00 once every 24 consecutive months
- Physiotherapy, registered massage therapy and chiropractic coverage to a maximum of \$500.00 each per calendar year. No per visit maximum.
- Speech Pathologist \$200 per person per calendar year. Psychologist - \$35 for 1st visit. \$20 per hour for each subsequent visit \$200 per calendar year per person
- Private nursing services to a maximum of \$25,000.00 once every 36 consecutive months
- Coverage for orthotic inserts and/or footwear to a maximum \$300.00 every twenty-four months.

16.05 The Corporation shall provide standard deluxe dental coverage to employees specified in this Article in accordance with O.D.A. rates one (1) year in arrears. Standard deluxe dental coverage shall include:

- a. The Standard Preventative Plan;
- b. Plus Orthodontic (children only, 50% reimbursement, \$2,000 lifetime max);
- c. Plus major restorative (crowns) and dentures (50% reimbursement, max \$2000/cal yr.).

16.06 Employees shall be responsible for keeping the City informed of changes in their marital status and number of dependents. An employee ~~who~~ is entitled to a reduced benefit premium because of a change in dependency status and who fails to notify the City of such change within thirty (30) days of becoming aware of such change, shall have any unnecessary extra premium costs paid by the City on his/her behalf deducted from his/her pay.

16.07 Any and all accrued U.I.C. premium reduction benefits that are derived by the employer (five twelfths (5/12) rebate) shall be placed toward the benefits in this Article.

- 16.08 The Corporation agrees to continue to include in the Ontario Health Insurance Plan, the Semi-Private Plan, the Group Life Insurance Plan (with Accidental Death and Dismemberment), the Major Medical, the Dental Plan and the LTD Plan currently in effect, any employees who are laid off work, for a period not to exceed twelve (12) months, on the condition that:
- A) The complete contribution is paid by the employees after three (3) months; and
 - B) The payments are made to the City Treasurer by the 5th of the month in which they are due.
- 16.09 All group benefit plans not eligible for waiver of premium provisions, such as Ontario Health insurance Plan, Semi-Private, Group Insurance Plan (with Accidental Death and Dismemberment), Major Medical and Dental Plan, if applicable, would be discontinued after 2 years of continuous disability. In other words, the City would continue to pay its portion of the premium during the first 2 years of disability. The employer will continue this coverage for those employees who are appealing LTD or WSIB benefits for up to a three (3) month period.
- 16.10 It is understood that the Corporation may substitute another carrier for any plan (other than OHIP), provided the individual benefits conferred thereby are not in total decreased. Before making such a substitution, the Corporation shall notify the Union to explain the proposed change. Upon a request by the Union, the Corporation shall provide to the Union full specifications of the benefit programs contracted for and in effect for employees covered herein.
- 16.11 It is agreed by both parties that the above-mentioned plans shall be considered to be a condition of employment for employees specified in Article 16.01, and this condition may only be waived when an employee provides proof that he/she is covered by some other similar plan.
- 16.12 As outlined in the current benefit contract, surviving spouses of a deceased member shall be eligible to remain in the group health and dental plans for a maximum of 24 months following the death of an employee or retired employee, provided that premiums are paid where required. Continued coverage beyond these limits may be obtained through conversion coverage.

ARTICLE 17 – HEALTH & SAFETY

- 17.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health of the employees. In accordance with this undertaking, all vehicles, shops and offices will be equipped with First Aid Kits.
- 17.02 A Joint Health and Safety Committee shall be established and composed of representatives appointed by the Corporation and representatives of the Union, in accordance with the Occupational Health and Safety Act.

ARTICLE 18 -WORKPLACE SAFETY INSURANCE

- 18.01 A permanent employee prevented from performing his/her regular work with the Corporation on account of an occupational accident that is recognized by the Workplace Safety Insurance Board as compensable, within the meaning of the Workplace Safety Insurance Act, shall receive from the Corporation the difference between the amount payable by the Workplace Safety Insurance Board and his/her regular salary. Such difference shall be paid for the period of time standing to the employee's sick leave credit and shall not be deducted from the employee's sick leave accumulation.
- 18.02 A permanent employee injured doing a seasonal or temporary posted job shall get his/her pay during compensation at the average weekly rate determined by the Workplace Safety Insurance Board. The Corporation will replace any clothing ruined by an employee, if the said employee was injured and it is a legitimate compensation case.

- 18.03 All applicable benefits specified in ARTICLE 16 shall be continued, at the Corporation's expense, unless the employee suffers a compensable injury, causing such employee to be disabled to the extent that:
1. Based on a medical certificate, such employee is prevented from ever returning to work for the Corporation; or
 2. Such employee is placed on a total disability pension by the Workplace Safety Insurance Board.
- 18.04 An employee who is absent because of an injury or illness covered by the Workplace Safety Insurance Board shall be required to regularly advise the employer of his/her health status in the manner prescribed in ARTICLE 14 with the exception that an employee cannot return to work off of Workplace Safety Insurance anytime without medical certification being submitted prior to his/her return to work.

ARTICLE 19 - ACCESS TO PERSONNEL FILES

- 19.01 An employee shall have the right to arrange an appointment to view their own personnel file during the normal office hours of the Human Resources Section. An employee shall have the right to copies of any material contained therein. An employee has the right to respond to any document in this file, and such written response will become part of the file.
- 19.02 The record of any employee shall not be used against him/her at any time in the following instances:
- (a) when twenty-four (24) months have elapsed since a suspension provided there has been no recurrence of a similar and/or other infraction;
 - (b) when eighteen (18) months have elapsed since the issuance of a letter of reprimand provided that there has been no recurrence of a similar and/or other infraction.
- 19.03 The recognized personnel file of an employee shall be located in the Human Resources Department. In order to ensure and maintain the confidential aspect of these files, they shall be kept by the Director of this Department in a secure location.

ARTICLE 20 - LONG SERVICE BONUS

- 20.01 A long service bonus, payable by December 15 of each year, shall be paid to permanent employees in the following manner:

	<u>For 2008</u>	<u>For 2009</u>	<u>For 2010</u>
After 5, 6, 7, 8 or 9 years of continuous service	- \$ 80.00	90.00	100.00
After 10, 11, 12, 13 or 14 years of continuous service	- \$ 140.00	150.00	160.00
After 15, 16, 17, 18 or 19 years of continuous service	- \$ 200.00	210.00	220.00
After 20, 21, 22, 23 or 24 years of continuous service	- \$ 260.00	270.00	280.00
After 25 or more years of continuous service	- \$ 320.00	330.00	340.00

- 20.02 On leaving the City the long service bonus shall be pro-rated, in accordance with service dates, to reflect the number of months worked.

ARTICLE 21 - RETIREMENT

- 21.01 All employees shall participate in the OMERS Pension Plan in accordance with the rules of that plan. All costs of the OMERS Pension Plan premiums are to be shared equally on a 50/50 basis.

ARTICLE 22 – BULLETIN BOARDS

- 22.01 The Corporation shall provide Bulletin Boards in all Departments upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

ARTICLE 23 – COPIES OF AGREEMENT

- 23.01 The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his/her rights and duties under it. For this reason, the Agreement shall be printed within thirty (30) days of signing, and a copy issued to each employee, with one additional copy being provided for the Bulletin Board at the respective departments.
- 23.02 The Corporation and the Union will share the cost equally of printing sufficient copies of this agreement for all members of the bargaining unit.

ARTICLE 24 - TERMINATION/DISCHARGE PROCEDURE, REINSTATEMENT NOTICE OF LAYOFF

- 24.01 Notice of termination will be given in accordance with the most current Employment Standards Act.
- 24.02 A regular employee may be discharged only for just cause, and only with the authority of the Chief Administrative Officer. The Department Head may suspend an employee for periods of one (1) day or more and shall report such action, and the reason therefore, to the Chief Administrative Officer as quickly as possible. The immediate Supervisor may suspend any employee for a period of up to one (1) day on any one occasion and such suspension shall be duly reported to the Department Head.
- 24.03 When an employee is warned, suspended or discharged he/she shall be given the reason(s) in the presence of his/her Steward.
- 24.04 The affected employee and the Union Local shall be subsequently advised in writing of the reason(s) for such warning, suspension or dismissal "as promptly as possible".
- 24.05 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under ARTICLE 6 - GRIEVANCE PROCEDURE. STEPS 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- 24.06 The Corporation shall notify all employees who work in a position more than three (3) months, who are to be laid off, ten (10) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the ten (10) days during which work has not been made available.

ARTICLE 25 – GENERAL

- 25.01 "Grandfathering" for **all** former IBEW members
- a) The Corporation agrees to grandfather the following terms for former members of IBEW while employed in Belleville Water operations until this agreement meets or exceeds the benefit:
- Meal Allowance – A meal allowance of up to a maximum of \$10.00 will be paid upon submittal of a receipt, when an employee works outside normal working hours, as follows:

- (i) After working overtime continuously for one and one half (1½) hours as an extension of normal working hours.
- (ii) After commencing work within one and one half (1½) hours prior to the start of the regular scheduled workday.

At other times outside of normal working hours, the Corporation will provide reasonable food and drink to the worksite.

Payments for hours worked will not be made for meal breaks away from the job site.

- b) The Corporation agrees to grandfather the following terms for former members of IBEW until this agreement meets or exceeds the benefit:

Extended Health and Dental Benefits - Providing Provincial Legislation permits, the Corporation agrees to pay one hundred percent (100%) of the cost of applicable premiums of the Manulife Extended Health Benefit Plan for all regular employees who have completed their probation period and while such employees are in receipt of pay from the Corporation. The plan includes the following, all as per the Corporation's Group Policy No. 4312: semi-private hospital care, accidental dental care, and eye glass and eye exam coverage to a maximum amount of \$300.00 once every 24 consecutive months.

Where a regular employee is absent due to extended illness or job injury, the Corporation will, on request of the employee or the Union continue to pay it's share of Hospital and Medical Insurance as long as the person is an employee.

The Corporation agrees to pay ninety percent (90%) towards the premium cost of the Liberty Health Dental Care Plan Number 9, Group Policy No. 4312; current rate, for all regular employees enrolled in this plan. The plan includes Rider 2 with 50% reimbursement, Rider 3 with 50% reimbursement and Rider 4 with 50% reimbursement. The lifetime maximum for Rider 3 is \$1,500.00. Rider 3 is not applicable to single coverage. The annual maximum for Rider 4 is \$1,000.00. It is understood and agreed that all employees enrolled in the plan must stay in the plan as long as they qualify. It is further understood that the employee's share of the Dental Plan premium cost will be paid by an additional deduction from his/her pay.

Life Insurance – The Corporation agrees to continue Optional Life insurance (all coverages).

- 25.02 The Corporation shall reimburse employees the cost of medical certificates required for the renewal of Class "A" andlor Class "D" andlor the "Z" endorsement licences required in the performance of their duties.
- 25.03 The Corporation shall reimburse employees for the renewal of Trade Licences, and Class "A", "D", or "Z" endorsement driver licences required in the performance of their duties.
- 25.04 Employees shall maintain Trade License(s) andlor certifications andlor driver license at the required level to perform the duties of their position as a condition of employment, and shall advise the Corporation of any change in status of the required license/qualifications. Failure to maintain required Trade Licence(s) andlor certifications andlor driver licences may be considered cause for disciplinary action.

ARTICLE 26 – JOBEVALUATION

- 26.01 The Corporation and Union agree to establish a joint job evaluation committee, comprised of equal members of Union and Corporation representatives, for the purpose of evaluating positions covered by this Agreement and maintaining the basis of an equitable wage structure and job ratings to meet changing conditions and work requirements.

- 26.02 The Parties agree that a common "Tool" will be used for Pay Equity and Job Evaluation.
- 26.03 The Parties agree that a "Terms of Reference" shall be "jointly" developed so both Parties understand and agree at the outset, on the terms and conditions of the Program.

ARTICLE 27 - RETROACTIVE FEATURE

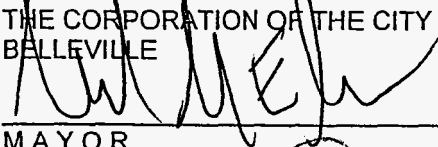
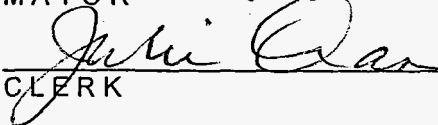
- 27.01 It is understood and agreed that in each and every Agreement between the parties hereto and subsequent to this Agreement, any adjustment of wages and salaries shall be retroactive to the effective date of each Agreement.

ARTICLE 28 - TERM OF AGREEMENT

- 28.01 This Agreement shall be effective from April 1, 2008, to March 31, 2011, and from year-to-year thereafter unless either party gives notice in writing during the ninety (90) day period prior to the expiration date, in any year, of their desire to amend same.
- 28.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the term of this Agreement subject to ratification by the Parties.


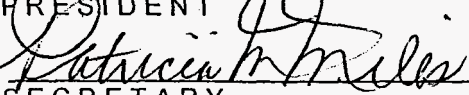

IN WITNESS WHEREOF THE CORPORATION OF THE CITY OF BELLEVILLE HAS HEREUNTO AFFIXED IT'S CORPORATE SEAL DULY ATTESTED TO BY THE SIGNATURES OF IT'S PROPER SIGNING OFFICERS AUTHORIZED IN THAT BEHALF THIS 11th DAY OF AUGUST, 2008.

SIGNED, SEALED AND DELIVERED

) THE CORPORATION OF THE CITY OF
) BELLEVILLE
)
) 
) _____
) MAYOR
)
) 
) _____
) CLERK

IN WITNESS WHEREOF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND IT'S LOCAL # 907 HAS HEREUNTO AFFIXED IT'S CORPORATE SEAL DULY ATTESTED TO BY THE SIGNATURES OF IT'S PROPER SIGNING OFFICERS AUTHORIZED IN THAT BEHALF THIS 11th DAY OF AUGUST, 2008.

SIGNED, SEALED AND DELIVERED

) THE CANADIAN UNION OF PUBLIC
) EMPLOYEES AND IT'S LOCAL # 907
)
) 
) _____
) PRESIDENT
) 
) _____
) SECRETARY
)
) 
) _____
) NATIONAL REPRESENTATIVE



Letter of Understanding# 1
Between
The Corporation of the City of Belleville
and
CUPE Local 907

Workers' Rehabilitation Policy

WHEREAS the City introduces policies from time to time;

AND WHEREAS the City of Belleville believes the development of a Worker's Rehabilitation Policy is an important project;

AND WHEREAS it is important the employees have meaningful input into a Worker's Rehabilitation Policy;

It is mutually agreed that:

The Parties recognize and agree to follow the City's Return To Work Policy, as amended from time to time.

Dated at Belleville, Ontario this 11th day of August, 2008.

Signed on behalf of the Corporation
of the City of Belleville

Signed on behalf of the Canadian
Union of Public Employees and It's
Local # 907



Letter of Understanding # 2
Between
The Corporation of the City of Belleville
and
CUPE Local 907

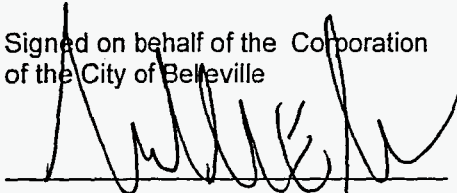
Employee Relations Committee

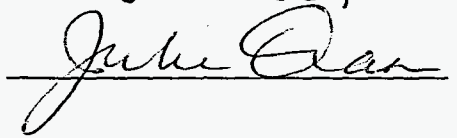
WHEREAS the parties are committed to the promotion of better communication, understanding, and mutual respect between all levels of management and unionized personnel;

The City of Belleville, and representatives from CUPE 907, agree to hold regular meetings as the Employee Relations Committee.


Dated at Belleville, Ontario this 11th day of August, 2008.


Signed on behalf of the Corporation
of the City of Belleville

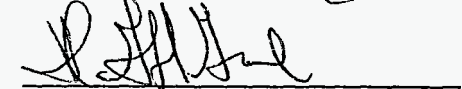




Signed on behalf of the Canadian
Union of Public Employees and It's
Local # 907









Letter of Understanding # 3
Between
The Corporation of the City of Belleville
and
CUPE Local 907

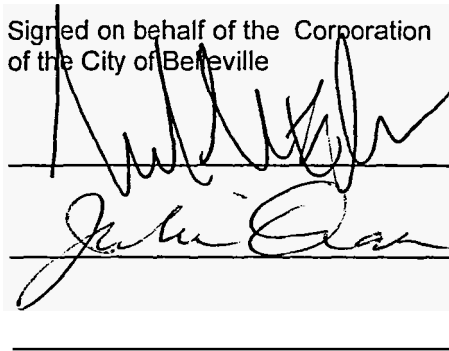
Orientation for Casual Employees

In recognition of the need for appropriate orientation and training, in consultation with the Joint Health and Safety Committee Co-chairs, the Corporation undertakes to develop a formal orientation program for casual employees including:

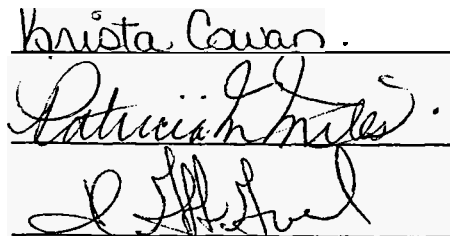
- a. general orientation,
- b. workplace specific training,
- c. training on equipment to be operated, and
- d. documentation to verify the above.

Dated at Belleville, Ontario this 11th day of August, 2008.

Signed on behalf of the Corporation
of the City of Belleville



Signed on behalf of the Canadian
Union of Public Employees and it's
Local # 907





Letter of Understanding # 4
Between
The Corporation of the City of Belleville
and
CUPE Local 907

Post Retirement Benefits

The Employer agrees to provide early retirement benefits (Life Insurance \$5,000 coverage, Extended Health Plan, Dental Plan and Drug Plan) to employees who elect to retire early, to age 65, on a 50%:50% co-payment basis.

In order for an employee to be entitled to apply for this benefit, early retirement must start following the date of ratification of this agreement.

Employee dependant life insurance coverage will not be included in this benefit.

Dated at Belleville, Ontario this 11th day of August, 2008.

Signed on behalf of the Corporation
of the City of Belleville

Signed on behalf of the Canadian
Union of Public Employees and It's
Local # 907



Letter of Understanding# 5 Between
The Corporation of the City of Belleville
and
CUPE Local 907

Harassment and Violence in the Workplace

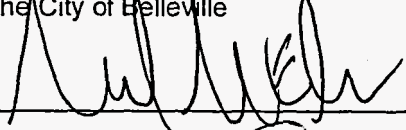
WHEREAS the Parties agree that the workplace should be free from harassment and violence;

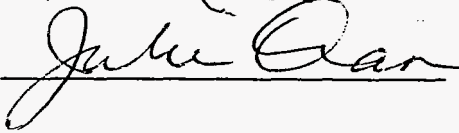
AND WHEREAS the Parties consider harassment and violence in the workplace unacceptable;

The Parties hereby recognize and agree to follow the City's Workplace Harassment and Violence Policy.


Dated at Belleville, Ontario this 11th day of August, 2008.

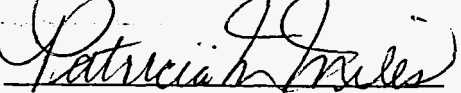
Signed on behalf of the Corporation
of the City of Belleville






Signed on behalf of the Canadian
Union of Public Employees and It's
Local# 907









Letter of Understanding# 6 Between
The Corporation of the City of Belleville
and
CUPE Local 907

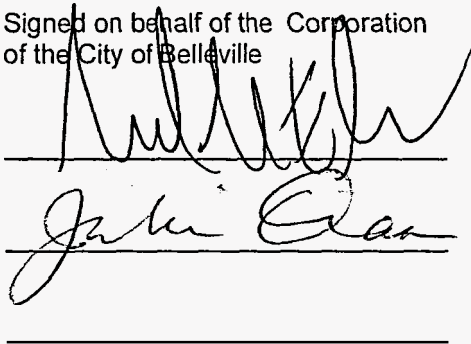
Pay Equity/Job Evaluation

The Corporation of the City of Belleville agrees to initiate a new Pay Equity/Job Evaluation plan prior to the end of 2008.

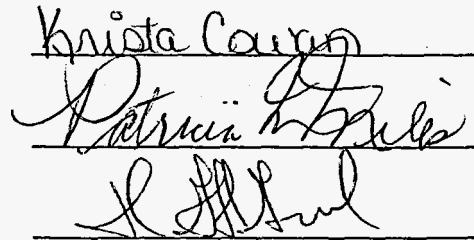
It is understood to meet Pay Equity Act compliance, the process will be a joint initiative including the negotiations of the selection of tool, new Terms of Reference and job data collection process.

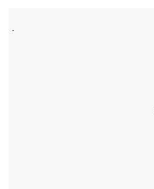
Dated at Belleville, Ontario this 11th day of August, 2008.

Signed on behalf of the Corporation
of the City of Belleville



Signed on behalf of the Canadian
Union of Public Employees and It's
Local # 907





APPENDIX "A"

ARTICLE A1 – SCOPE

- A1.01 This Appendix shall apply to Inside operations as outlined in the attached schedule.
- A1.02 Persons, whose regular jobs are not in the Inside Operations Bargaining Unit, except students employed for the summer vacation period, volunteers, grant staff, and co-op students, shall not work on any jobs which are included in the Bargaining Unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available.

ARTICLE A2 - DEFINITIONS

- A2.01 "CORPORATION" shall mean the Council of the Corporation of the City of Belleville, Belleville, Ontario.
- A2.02 "EMPLOYEE" under this Agreement shall mean any person in the employ of the Corporation and eligible for membership in the Union, in accordance with the provisions of ARTICLE A1 - SCOPE, unless indicated otherwise.
- A2.03 For the purpose of this Agreement, the terms "TEMPORARY", "PART-TIME", "PROBATIONARY" and "PERMANENT" employees shall be interpreted to mean:
- A) "TEMPORARY EMPLOYEES" The term "temporary employees" applies to employees who are hired by the Corporation for a specific job for a limited duration. Temporary employees, who work beyond nine (9) months (180 working days) in a calendar year, shall become permanent employees. If it is felt that the temporary status should be extended, such extension may be agreed to mutually. Temporary employees who work beyond nine (9) months in a twelve (12) months period will be eligible for benefits as indicated under Articles 14 and 16 on a pro-rata basis, if the employee so requests. Temporary employees who become permanent employees shall be credited with their seniority based on the employee's length of continuous service in the bargaining unit from the original date of hire.
- Temporary employees relieving employees who are absent because of maternity, education and Long Term Disability leaves shall retain their temporary status for the total period of the leave.
- Once a temporary replacement's employment term has expired, the position will be considered as vacant and posting of the position must take place as outlined in Article A6 - Job Posting.
- B) "PART-TIME EMPLOYEES" Part-time Employees who work regularly on a permanent basis are eligible for benefits as indicated in Articles #14 and #16, as per Article #16.11 on a 100% benefit paid basis for life insurance, AD & D, and LTD and on a pro-rated premium paid basis for semi-private, extended health care and dental plan coverages, subject to working in excess of fifteen (15) hours weekly.

- C) "PROBATIONARY EMPLOYEES" The term "probationary employees" applies to employees who are hired by the Corporation as part of the permanent establishment, and will be designated as permanent employees after satisfactorily completing their probationary period.
- D) "PERMANENT EMPLOYEES" The term "permanent employees" applies to employees who have satisfactorily completed their probationary period and who are considered part of the permanent establishment of the Corporation.

- A2.04 "SALARY" means the remuneration received by an employee by application of a salary schedule.
- A2.05 "UNION" shall mean The Canadian Union of Public Employees Local#907, Chartered on February 20, 1964, under The Canadian Union of Public Employees.
- A2.06 "DEPARTMENT HEAD" shall mean any person designated by the Chief Administrative Officer as responsible for the administration of a department.

ARTICLE A3 - LEAVE OF ABSENCE

- A3.01 Two (2) employees shall be granted leave of absence with pay to attend the Ontario and National CUPE Convention, or the National Health & Safety Conference, provided not more than one (1) employee is appointed from any one (1) section of a department and three (3) weeks written advance notice is given to the applicable departments concerned.
- A3.02 Such paid leave of absence shall not exceed an annual total of four (4) days each for the aforementioned two (2) employees.
- A3.03 The employer may replace the employee by a temporary replacement for the duration of the leave if there is no bargaining unit employee who possesses the requisite skills and qualifications to perform the required work. At the conclusion of the leave, the employee temporarily appointed to the position shall be returned to his/her former position or, if hired as a temporary replacement, be terminated.
- A3.04 The Corporation shall also be permitted to suitably arrange for performance of the incumbent employee's work, as required.

ARTICLE A4 - SENIORITY

- A4.01 A single seniority list shall be maintained for all CUPE inside Workers.
- A4.02 Where an employee is the successful applicant to a permanent vacancy in another Appendix/Schedule of the Collective Agreement, that employee shall transfer his/her full seniority and service into that Appendix/Schedule.
- Note: An applicant for a job vacancy that currently holds a job on the same Appendix/Schedule, and meets the conditions of Articles A6 and B9, will have priority to fill the vacancy over applicants who hold jobs in other Appendices/Schedules.
- A4.03 Seniority for permanent employees shall mean length of continuous service in the bargaining unit from the original date of hire. For time spent as a part-time employee, seniority shall be calculated on a pro-rata day to day basis from their original date of hire and contingent upon continuous service in the bargaining unit. A break in continuous service due to a layoff of less than one (1) year in duration, maternity leave, and authorized leave of absence shall not be construed as a break in continuous service for seniority purposes.

- A4.04 Permanent appointments shall be subject to a six (6) month probationary period. A performance evaluation report shall be made before the end of the six (6) month probationary period. On the basis of this report, a decision shall be made and the employee notified that his/her:
1. permanent appointment has been confirmed;
 2. appointment is not confirmed and employment is terminated;
 3. time spent under temporary appointment shall be credited to the probationary period upon successful qualification for the position presently being held.
- In the case of 2, the employee shall be notified of the reason.
- A4.05 Notwithstanding the above provisions of this article when a probationary period is interrupted by illness, injury or for any other reason for a period of time exceeding one (1) week altogether the probationary period shall be extended by an equivalent amount of time that exceeds one (1) week.
- A4.06 Where the employer finds it necessary to reduce jobs within a classification, or to reduce the complement of employees, employees within the affected classification shall be given notice of layoff in reverse order of their seniority.
- A4.07 Permanent employees who are to be laid off or are laid off, shall be eligible for employment in other departments at the prevailing job rate of pay dependent upon a willingness to assume such other work and based on a maximum two (2) refusal limit. Time employed in this regard shall count as service. The Corporation agrees that if an employee is placed in another department as a result of a layoff they shall have first preference to return to their former department position upon the need of employment.
- A4.08 Employees who receive notice of layoff may, prior to the effective date of layoff, either accept the layoff or bump another employee in the bargaining unit who has lesser seniority, on condition that the employee is willing and qualified to perform the available work at the applicable job rate. Seniority rights for bumping purposes shall be exercised in a lateral or downward manner.
- A4.09 Employees shall be recalled to work in order of their seniority and before new employees are hired, provided they are willing and reasonably qualified to perform the available work at the applicable job rate.
- A4.10 Employees may be temporarily promoted to another City position outside of their seniority group for periods of up to two (2) years and seventeen (17) weeks subject to a loss of seniority for the period of time involved.
- A4.11
- (a) If an employee is absent from work because of sickness, accident, layoff, or leave of absence approved by the Corporation, he/she shall not lose seniority rights, except as set out in (b) below.
 - (b) An employee shall lose his/her seniority and his/her employment shall be deemed terminated in the event that:
 1. He/she is discharged for just cause and not reinstated.
 2. He/she resigns.
 3. He/she is absent from work in excess of five (5) working days without notifying his/her immediate Supervisor.
 4. After a layoff, he/she fails to return to work within forty-eight (48) hours (excluding Saturday and Sunday), after being notified by registered mail to do so, unless through sickness or other just cause.

5. An employee is laid off and not recalled within a period of eighteen (18) months from date of layoff.
6. An employee is absent for more than thirty (30) months under an approved LTD claim (this clause shall not operate if the employee is handicapped within the meaning of the Ontario Human Rights Code, in which case the employee's seniority will be accumulated for so long as the employee is in receipt of LTD benefits and is handicapped within the meaning of the Code).

A4.12 An employee, whose performance has been certified to be satisfactory (see Article A5.03 - first paragraph), shall be entitled to a within grade increase of salary of one step, upon completion of each unit of service time, as defined in Article A5.03, provided the employee has not reached the maximum for their grade and provided that the date of entitlement shall, in no case, be earlier than the date of completion of the probationary period.

A4.13 All satisfactory service time, except continuous periods of special leave, as defined in Article 10.07, shall be credited towards the service requirements, which are:

1. One (1) year of full-time service.
2. The equivalent amount of part-time service.

Service time shall date from the latest of the following action:

1. Entrance on duty.
2. The last within grade increase.
3. A promotion to a higher **grade**.

ARTICLE A5 - RELATIONSHIP

A5.01 Employees will be given suitable training as determined necessary, to improve their effectiveness in current assignments and prepare them for broader usefulness to the City.

A5.02 Management shall be responsible for facilitating the adjustment of an employee to their new work situation by:

1. Providing them with a clear statement of their duties and official relationships, i.e. Post Description.
2. Instructing and guiding them in learning to perform their functions.
3. Introducing them properly to those staff members with whom they will be working.
4. Discussing with them at frequent intervals their progress in learning the work.

A5.03 In addition to the normal work review, Management shall periodically make a formal evaluation of the performance, conduct, and potentialities for greater usefulness of each employee under its supervision. The evaluation shall be made at such intervals as the work situation requires, but in no case, less frequently than:

1. At the end of three (3) month for permanent employees who are engaged in the trial period following a promotion or transfer selected for consideration of permanent placement in another position.

2. At the end of the normal six (6) months probation period, for probationary employees, and
3. Thereafter, once a year, for all employees;
4. All employees declared permanent after six (6) months probation shall be raised to Step 1, except on occasions where their employment is terminated.

A5.04 Management shall discuss its conclusions with the employee and make specific suggestions for improvement in all aspects of performance, which are not entirely satisfactory.

A5.05 The evaluation of performance, as reflected in these reports, shall be the basis for assisting the employee to make the most effective contribution to the work of the Corporation for decisions concerning the employee's status retention and for granting within grade salary increases.

ARTICLE A6 - JOB POSTING

A6.01 When the Corporation intends to fill a permanent or temporary position, a notice will be posted on the bulletin board in all places of work covered by this Collective Agreement, for a minimum of five (5) working days, during which time permanent employees will have an opportunity to apply. Notices for permanent vacancies shall also be posted at the same time on workplace bulletin boards covering all other CUPE Local #907 (Outside Workers) employees, which will result in respective permanent employee entitlements of consideration at the same time.

Such notices shall contain the following information:

Nature of position, qualifications required, skills, shift, hours of work, wage, salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminating manner.

A6.02 At no time will a permanent employee be considered for a temporary posting while working in another temporary assignment position.

A6.03 Employees that are awarded temporary positions shall be ineligible to apply for other posted temporary positions for a period of nine (9) months from commencement date in the new position, with the exception of relieving opportunities within his/her department or permanent job postings. Permanent employees filling temporary vacancies will be permitted to apply for long-term temporary vacancies (maternity, long term education and approved LTD).

A6.04 Departmental relieving opportunities from within a department shall be provided on a seniority basis to qualified candidates without internal advertising requirements for periods of time involving three (3) weeks or less. If no candidates are available from within a department, temporary assistance from outside the bargaining unit shall occur.

A6.05 The posting period will begin within five (5) working days of the day the vacancy occurs and the notice will remain posted for a minimum of five (5) working days or the Union will be notified that the position has been discontinued. The Union shall be notified as to the successful applicant, grade and starting salary. Should no Union applicant be accepted, a specific reason shall be given as to why, in writing to each applicant.

A6.06 Any permanent employee who is selected for placement in another position in accordance with Article A6.11 on a permanent basis shall be inserted thereto for a trial period of three (3) months. In the event that the selected applicant proves unsatisfactory or if the employee is unable or unwilling to continue to perform the duties of the new classification at any time during this trial period, he/she shall be returned to his/her former position without loss of seniority. Any other permanent employee promoted or transferred as a result of this rearrangement of positions shall be returned to their former position without loss of seniority.

- A6.07 A Limited Classification shall mean a classification for permanent or probationary employees which is for a limited duration not to exceed twelve (12) months or such longer period, as may be mutually agreed upon between the Employer and the Union.
- A6.08 Notice of posting with regard to the Limited Classification will indicate the estimated probable duration.
- A6.09 A permanent employee filling a Limited Classification shall, on termination of such classification, revert to the classification and grade held immediately preceding the selection.
- A6.10 The rate of pay for additional positions established shall be in conformity with the rate of pay for positions of similar kind and class. When changes in the basic rate of pay are proposed, the work of the job classification will be reviewed and compared with the duties of comparable positions by the proper officers of the Corporation and the Union, with the object of reaching an agreement on revised rates to maintain uniformity for positions on which the duties and responsibilities are relatively the same.
- A6.11 Applications for such appointments and promotion to positions specified in **ARTICLE A6.01**, shall be considered on the basis of being determined the most qualified person for the job taking into account the duties, function and responsibility requirements of the position as well as the skills, abilities, experience and formal qualifications of a candidate. Consideration of the foregoing factors shall be conducted in a fair and straightforward analysis manner for all applicants and will include candidate evaluation sheets for record of information purposes. Internal candidates may be considered conditionally if they are able to obtain the necessary qualifications within the three (3) month trial period.
- A6.12 Should the evaluation process prove that two or more applicants possess relatively similar qualifications and abilities, then selection shall be made on the basis of seniority. Notwithstanding the above, should any candidate score an evaluation rating of seventy-five percent (75%) or more, then seniority shall govern for selection purposes.

ARTICLE A7 - HOURS OF WORK AND OVERTIME

- A7.01 The normal working hours shall be 8:30 a.m. to 4:30 p.m. with a one (1) hour lunch break, Monday to Friday, inclusive, except for the Clerk Dispatcher at Belleville Water, who shall work 7:30 a.m. to 4:30 p.m. with a one (1) hour lunch break, Monday to Friday inclusive.
- A7.02 A work break of fifteen (15) minutes duration shall be permitted once during the forenoon and once during the afternoon, to be taken at a time agreed upon by the Department Head.
- A7.03 Where the workload in the office requires that an employee must work in excess of one-quarter (1/4) hour beyond the regular quitting time in a day, or when overtime is authorized by the Department Head, the employee shall be compensated for such overtime in accordance with the provisions set out as follows.
- A7.04 Overtime shall be compensated for by granting equivalent compensative leave and/or monetary compensation as requested by the employee at that time. Compensative leave will be granted at a time mutually agreeable between employee and Department Head and to be taken within six (6) months of earning it. Both compensative leave and monetary compensation shall be at a rate of one and one-half (1-1/2) times the hours worked Monday through Friday, two (2) times the hours worked Saturday and Sunday and two (2) times the hours worked plus a day's pay for a holiday.

- A7.05 Meal Allowance – A meal allowance of up to a maximum of \$10.00 will be paid upon submittal of a receipt, when an employee works outside normal working hours, as follows:
- (i) After working overtime continuously for one and one half (1½) hours as an extension of normal working hours.
 - (ii) After commencing work within one and one half (1½) hours prior to the start of the regular scheduled workday.

At other times outside of normal working hours, the Corporation will provide reasonable food and drink to the worksite.

- A7.06 The Union hereby agrees on behalf of itself and each employee in the bargaining unit to the following:
- a) The Employees agree with the Employer to work in excess of the regular work day for employees in the inside bargaining group;
 - b) In accordance with Section 17 (2) of the Employment Standards Act (ESA), the Union gives consent for full-time employees to exceed the regular hours of work per day and/or per week, subject to a maximum total of sixty (60) hours per week (and subject to the overtime provisions contained in the Collective Agreement, including determining if overtime is mandatory or voluntary);
 - c) The regular hours of work for part-time, seasonal, casual and student employees, and the circumstances whereby those hours may be exceeded, remain governed by the terms of the Collective Agreement.

This agreement is made in accordance with the applicable provisions of the *Employment Standards Act*.

- A7.07 Standby shall be paid to an employee who has been on call over the weekend. This pay is to be calculated at the rate of one (1) day's pay for each normal weekend on standby and one-half (1/2) a day's pay for each day over and above a normal weekend.
- A7.08 Employees who are called out after their regular working hours from Monday to Friday or on Saturday, shall be paid a minimum of two (2) hours at overtime rates. Employees who are called out on Sunday or on a paid holiday, provided for in this Agreement, shall be paid a minimum of four (4) hours at overtime rates. This section shall apply to flag raising duties.
- A7.09 An employee unable to report for duty on a workday shall notify his/her office of that fact no later than the commencement of the workday or shift.

ARTICLE A8 - RELIEVING IN OTHER GRADES

- A8.01 If a probationary or permanent employee is temporarily transferred from his/her normal position to a position of a higher grade for more than three (3) consecutive working days, he/she shall receive the rate of the new grade but at one step below his/her current step for the full period worked in it.
- A8.02 If a permanent employee is temporarily transferred from his/her normal position to a position of the same or a lower grade, he/she shall continue to receive the rate of pay he/she was entitled to immediately prior to transfer.

ARTICLE A9 - TRAVEL AND TRANSPORTATION

A9.01 An employee not receiving a monthly car allowance, required to use his/her own vehicle to go to and from the job, will be paid forty-three cents (\$.43) per km; effective April 1, 2009 forty-five cents (\$.45) per km; effective April 1, 2010 forty-eight cents (\$.48) per km vehicle allowance or six dollars (\$6.00) per day for each day a vehicle is required, whichever is greater. Mileage is to be measured from the place of employment in the respective department.

A9.02 It is a condition of employment that certain positions require the employee to be in possession of, and be able to operate a motor vehicle, for the daily discharge of his/her duties. These positions include the following:

- Building Inspectors
- Survey Party Chiefs
- Engineering Applications Technician
- By-Law/Licensing Officer
- Traffic Technician
- Assistant Traffic Technician
- Engineering Technologists
- Property Standards Officer

A9.03 Notification will be given to the Local Union of any changes or additions to this list of specified positions where possession of a motor vehicle and the payment of a motor vehicle allowance for its use is a condition of employment.

A9.04 The amount of this monthly car allowance will be as follows:

<u>POSITION</u>	<u>April 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>	<u>April 1, 2011</u>
By-law & Licensing Officer	\$187.00	\$192.00	\$198.00	\$204.00
Engineering Technologists	\$375.00	\$386.00	\$397.00	\$409.00
Assistant Traffic Technician	\$424.00	\$437.00	\$450.00	\$464.00
Traffic Technician	\$451.00	\$464.00	\$477.00	\$491.00
Survey Party Chiefs	\$477.00	\$492.00	\$506.00	\$521.00
Property Standards Officer	\$562.00	\$579.00	\$596.00	\$614.00
Building Inspectors	\$602.00	\$620.00	\$639.00	\$658.00

A9.05 Vehicle allowance payments will cease for all periods of employee absence exceeding one (1) continuous month excluding any time involving annual leave entitlements.

ARTICLE A10 - PROTECTIVE CLOTHING

A10.01 The Corporation will provide a clothing allowance, as soon as possible after January 1st, to each employee who was a permanent employee as of January 1st, in the amount of one hundred and seventy-five dollars (\$175.00) plus one winter orange safety coat every three years starting September 2008 to those persons permanently employed in the positions of:

- Building Inspectors
- Property Standards Officer
- Survey Party Chiefs
- Traffic Technician
- Assistant Traffic Technician
- Engineering Technologists
- Building Maintenance/Custodial Technician

- A10.02 The Corporation shall pay up to \$175.00 (with receipts) towards the cost of CSA approved Green Patch boots or shoes for permanent employee listed in A10.01 per calendar year.
- A10.03 The Corporation will provide rubber boots with safety toe, work gloves and smocks, as required, at the discretion of the respective Department Heads concerned.
- A10.04 Employees will report to work dressed appropriately.

ARTICLE A11 - RESIGNATIONS

- A11.01 A full-time employee, who resigns, shall submit his/her resignation in writing to his/her Department Head and give at least two (2) weeks notice. The Chief Administrative Officer, on the recommendation of the Department Head, may shorten or waive the notice period at his/her discretion.

ARTICLE A12 - SALARY

- A12.01 The probationary salary only shall be paid to new employees of the Corporation on appointment. Appointment rates above probationary salary may be paid if the Chief Administrative Officer deems it necessary.
- A12.02 If an employee is promoted, or reduced in grade, his/her rate of pay in the new position shall be determined as follows:
- A) On promotion, the salary of the employee shall be fixed in the higher grade at the same step held in his/her present grade, except that merit may be considered in adding additional steps. New assignments within the same grade level shall not cause any change in the normal anniversary date of the current step.
 - B) On reduction in grade, the salary will normally be fixed at the step in the lower grade, which corresponds to the current salary, or at the rate nearest below, if there is no exactly corresponding rate.
- A12.03 The Salary Schedule, having been agreed to by both parties, is shown in SCHEDULE "A1" attached and forms part of this Agreement.

ARTICLE A13 - CLASSIFICATION OF POSTS

- A13.01 The city shall establish and maintain a plan for the classification of all jobs in the service according to the type and levels of duties and responsibilities of the posts and the qualifications required of the staff that occupy them. This plan shall include standards by which individual posts are to be classified.
- A13.02 All jobs shall be classified in accordance with the present plan established under the provisions above. Classification shall include assignment of official title, pay grade and job description. Management will agree to discuss any changes to classification with the Union.
- A13.03 A permanent employee may, at any time, request a re-examination of the classification of the post, which he/she occupies, and any Department Head or the Union may, at any time, request re-examination of the classification of any post under their supervision. The effective date of such classification shall be the date of approval, with payment of such classification retroactive to date new duties or responsibilities were assumed and application was made.

ARTICLE A14 - CONTRACTING OUT AND TECHNOLOGICAL CHANGES

- A14.01** The Corporation undertakes to give every employee in the bargaining unit as steady employment as the nature of the work permits. This undertaking shall not, however, be construed as a guarantee by the Corporation to give steady employment to employees.
- A14.02** In order to provide security for the members of the bargaining unit, no Permanent Seniority-Listed employees shall be dismissed by the employer because of mechanization, technological changes or contracting out.
- A14.03** The employer shall pay the full cost of any course of instruction approved by the employer for an employee to better address the requirements of his/her own job and such approval shall not be unreasonably withheld. Payment shall be made upon successful completion of the course.

ARTICLE A15 - ANNUAL LEAVE

- A15.01** Employees will request annual leave a minimum of twenty-four (24) hours prior to taking such leave.

SCHEDULE "A1"

Salary Schedule - Effective April 1, 2008 (Hourly Rates - 7 hours)

GRADE	TITLE	PROB.	STEP 1	STEP2	STEP3	STEP4	STEP5	STEP6
1	Office Clerk	13.14	13.65	14.05	14.57	14.97	15.37	15.99
2	No Positions	16.39	17.03	17.53	18.18	18.68	19.17	19.93
3	Secretary/Bookkeeper	17.99	18.66	19.16	19.85	20.35	20.86	21.65
4	Customer Service Representative Council Services Assistant Revenue Services Representative Payroll/Accounts Representative Accounts Representative Accounts Payable Representative Tax Information Representative Accounts Payable/Receivable Rep. Accounting Clerk Clerk-Typist Clerk Tax Information/Customer Service Rep.	19.40	20.10	20.60	21.28	21.79	22.29	23.11
5	Administrative Assistant Purchasing Administrative Assistant Planning Technician Building Maintenance/Custodial Technician Assistant Payroll Officer Special Projects Administrative Assistant Senior Collection Clerk Customer Service Clerk Senior Billing Clerk	20.82	21.52	22.01	22.74	23.24	23.74	24.58
6	Assistant Tax Collector By-law & Licensing Officer Administrative Assistant Survey Party Chief Engineering Plans Technician I Information Systems Assistant Parking Maintenance Technician Engineering Technician- Plans Review Accounting Analyst Technical Services Co-ordinator Development Research Assistant Taxation & Assessment Analyst	22.22	22.93	23.45	24.17	24.67	25.17	26.03
7	Marketing/Education Co-ordinator Engineering Plans Technician II GIS Co-ordinator Assistant Traffic Technician Engineering Development Technologist Payroll Officer Property Management Assistant	23.64	24.37	24.86	25.61	26.11	26.61	27.49
8	Building Inspector I Financial Analyst Engineering Technologist Information Systems Administrator Property Standards Officer Curator Special Projects Planner Information Systems Technician Traffic Technician Information Systems Co-ordinator	25.05	25.81	26.28	27.03	27.54	28.06	28.94
9	Building Inspector II	26.26	27.05	27.57	28.35	28.87	29.42	30.34
10	No Positions	27.53	28.35	28.88	29.71	30.26	30.83	31.80

SCHEDULE "A1"Salary Schedule - Effective **April 1, 2009** (Hourly Rates - 7 hours)

GRADE	TITLE	PROB.	STEP 1	STEP2	STEP3	STEP4	STEP5	STEP6
1	Office Clerk	13.50	14.02	14.43	14.97	15.38	15.79	16.43
2	No Positions	16.84	17.49	18.01	18.68	19.19	19.70	20.48
3	Secretary/Bookkeeper	18.49	19.17	19.69	20.40	20.91	21.43	22.24
4	Customer Service Representative Council Services Assistant Revenue Services Representative Payroll/Accounts Representative Accounts Representative Accounts Payable Representative Tax Information Representative Accounts Payable/Receivable Rep. Accounting Clerk Clerk-Typist Clerk Tax Information/Customer Service Rep	19.93	20.65	21.17	21.86	22.39	22.90	23.74
5	Administrative Assistant Purchasing Administrative Assistant Planning Technician Building Maintenance/Custodial Technician Assistant Payroll Officer Special Projects Administrative Assistant Senior Collection Clerk Customer Service Clerk Senior Billing Clerk	21.39	22.11	22.61	23.36	23.88	24.39	25.25
6	Assistant Tax Collector By-law & Licensing Officer Administrative Assistant Survey Party Chief Engineering Plans Technician I Information Systems Assistant Parking Maintenance Technician Engineering Technician- Plans Review Accounting Analyst Technical Services Co-ordinator Development Research Assistant Taxation & Assessment Analyst	22.84	23.56	24.09	24.83	25.35	25.87	26.74
7	Marketing/Education Co-ordinator Engineering Plans Technician II GIS Co-ordinator Assistant Traffic Technician Engineering Development Technologist Payroll Officer Property Management Assistant	24.29	25.04	25.54	26.31	26.83	27.34	28.24
8	Building Inspector I Financial Analyst Engineering Technologist Information Systems Administrator Property Standards Officer Curator Special Projects Planner Information Systems Technician Traffic Technician Information Systems Co-ordinator	25.74	26.52	27.01	27.78	28.29	28.83	29.74
9	Building Inspector II	26.99	27.80	28.33	29.13	29.67	30.23	31.18
10	No Positions	28.28	29.13	29.68	30.52	31.09	31.67	32.68

SCHEDULE "A1"

Salary Schedule - Effective April 1, 2010 (Hourly Rates - 7 hours)

GRADE	TITLE	PROB.	STEP 1	STEP2	STEP3	STEP4	STEP5	STEP6
1	Office Clerk	13.87	14.41	14.83	15.38	15.81	16.23	16.88
2	No Positions	17.30	17.97	18.51	19.19	19.72	20.24	21.04
3	Secretary/Bookkeeper	18.99	19.70	20.23	20.96	21.49	22.02	22.86
4	Customer Service Representative Council Services Assistant Revenue Services Representative Payroll/Accounts Representative Accounts Representative Accounts Payable Representative Tax Information Representative Accounts Payable/Receivable Rep. Accounting Clerk Clerk-Typist Clerk Tax Information/ Customer Service Rep	20.48	21.22	21.75	22.47	23.01	23.53	24.40
5	Administrative Assistant Purchasing Administrative Assistant Planning Technician Building Maintenance/Custodial Technician Assistant Payroll Officer Special Projects Administrative Assistant Senior Collection Clerk Customer Service Clerk Senior Billing Clerk	21.98	22.72	23.24	24.01	24.54	25.06	25.95
6	Assistant Tax Collector By-law & Licensing Officer Administrative Assistant Survey Party Chief Engineering Plans Technician I Information Systems Assistant Parking Maintenance Technician Engineering Technician- Plans Review Accounting Analyst Technical Services Co-ordinator Development Research Assistant Taxation & Assessment Analyst	23.46	24.21	24.75	25.51	26.05	26.58	27.48
7	Marketing/Education Co-ordinator Engineering Plans Technician II GIS Co-ordinator Assistant Traffic Technician Engineering Development Technologist Payroll Officer Property Management Assistant	24.96	25.73	26.24	27.03	27.56	28.10	29.02
8	Building Inspector I Financial Analyst Engineering Technologist Information Systems Administrator Property Standards Officer Curator Special Projects Planner Information Systems Technician Traffic Technician Information Systems Co-ordinator	26.45	27.25	27.75	28.54	29.07	29.63	30.56
9	Building Inspector II	27.73	28.56	29.10	29.93	30.48	31.06	32.03
10	No Positions	29.06	29.93	30.49	31.36	31.95	32.54	33.57

SCHEDULE "A2"

Permanent employees' vacation pay shall be their normal hours at an employee's current rate, or two percent (2%) of an employee's earnings in the twelve (12) months prior to his/her taking vacation, for each week of vacation, whichever is greater. Earnings shall include holiday and vacation pay and any other paid leave of absence, with such difference calculated and paid on the first pay after July 1.

SCHEDULE "A3"

**CITY OF BELLEVILLE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL # 907 (INSIDWORKERS)
LIST OF SENIORITY LISTED PERMANENT EMPLOYEES IN ORDER OF SENIORITY**

No.	EMPLOYEE	DEPARTMENT	POSITION	SENIORITY DATE	SERVICE DATE
1		Eng. & Public Works	Accounts Representative	Sep. 01, 1973	
2		Eng. & Public Works	Survey Party Chief	Apr. 24, 1978	
3		Finance	Senior Billing Clerk	Sept.04, 1979	
4		Finance	Senior Collection Clerk	Mar. 24, 1980	
5		Finance	Senior Collection Clerk	June 16, 1980	
6		Eng. & Public Works	Engineering Technologist	Feb. 16, 1981	
7		Development			
7		Services	Planning Technician	Jan. 04, 1983	
8		Finance	Accounting Analyst	July 04, 1983	
9		Corporate Services	Administrative Assistant	Oct. 09, 1984	Apr.12,1978
10		Fire	Administrative Assistant	Mar. 04, 1985	
11		Finance	Customer Service Clerk	Apr. 01, 1985	
12		Finance	Financial Analyst	Oct. 30, 1985	Nov.10,1975
13		Corporate Services	Customer Service Representative	Nov. 04, 1985	
14		Eng. & Public Works	Traffic Technician	Nov. 16, 1987	
15		Eng. & Public Works	Clerk-Dispatcher	Feb. 01, 1988	
16		Development			
16		Services	Property Standards Officer	July 04, 1988	
17		Finance	Assistant Tax Collector	Sep. 26, 1988	
18		Finance	Senior Billing Clerk	Apr. 10, 1989	
19		Rec. & Com.			
19		Services	Administrative Assistant	June 12, 1989	
20		Finance	Administrative Assistant	Sep. 15, 1989	Sep.27,1988
21		Development			
21		Services	Administrative Assistant	Oct. 03, 1989	
22		Rec. & Com.			
22		Services	Customer Service Representative	Dec. 04, 1989	
23		Development			
23		Services	Administrative Assistant	Apr. 02, 1990	
24		Development			
24		Services	Administrative Assistant	Mar. 19, 1991	Aug. 02,1989
25		Corporate Services	Information Systems Assistant	May 25, 1992	
26		Corporate Services	By-Law/Licencing Officer	May 19, 1993	
27		Finance	Clerk	June 27, 1994	
28		Eng. & Public Works	Administrative Assistant	Aug. 15, 1994	Aug. 09,1994
29		Corporate Services	Administrative Assistant	Feb. 22, 1995	
30		Development			
30		Services	Administrative Assistant	Jan. 22, 1996	Sep. 14,1994
31		Eng. & Public Works	Customer Service Representative	Mar. 21, 1996	June 30,1993
32		Development			
32		Services	Building Mtce/Custodial Technician	Mar. 17, 1998	July 02,1997
33		Eng. & Public Works	Administrative Assistant	Jul. 09, 1998	
34		Rec. & Com.			
34		Services	Curator	Jan. 01, 1999	Aug. 09,1990
35		Rec. & Com.			
35		Services	Customer Service Representative	Nov. 22, 1999	

36	Corporate Services	Customer Service Representative	Nov. 25, 1999	July 25, 1994
37	Eng. & Public Works Rec. & Com.	Administrative Assistant	Jan. 01, 2000	July 18, 1988
38	Services Rec. & Com.	Education/Marketing Co-Ord.	June 26, 2000	
39	Services	Customer Service Representative	Aug. 22, 2000	June 9, 1999
40	Finance Development	Cashier/Tax Information Representative	Jan. 02, 2001	
41	Services Rec. & Com.	Building Inspector	Jan. 15, 2001	July 10, 2000
42	Services	Secretary/Bookkeeper (Part-Time)	Jan. 31, 2001	June 23, 1987
43	Corporate Services	Council Services Assistant	June 18, 2001	
44	Corporate Services	Customer Service Representative	Dec. 03, 2001	
45	Corporate Services	Information Systems Administrator	Feb. 18, 2002	
46	Corporate Services Development	Parking Maintenance Technician	Mar. 18, 2002	Nov. 17, 1986
47	Services	Building Inspector	May 27, 2002	
48	Eng. & Public Works	Office Clerk, Part-Time	June 12, 2002	Aug. 20, 2001
49	Eng. & Public Works	Engineering Technologist	July 02, 2002	
50	Corporate Services	Information Systems Co-ordinator	Aug. 19, 2002	
51	Finance	Purchasing Assistant	Nov. 18, 2002	Nov. 12, 2002
52	Corporate Services	Property Management Assistant	Dec. 04, 2002	
53	Corporate Services	Council Services Assistant	Sept. 15, 2003	
54	Eng. & Public Works	Survey Party Chief	Oct. 06, 2003	
55	Finance Development	Tax & Assessment Analyst	Oct. 14, 2003	
56	Services Development	Special Projects Planner	Oct. 14, 2003	
57	Services	Development Research Assistant	Oct. 27, 2003	
58	Eng. & Public Works	Payroll/Accounts Representative	Nov. 12, 2003	
59	Finance	Tax Information Representative	Dec. 01, 2003	
60	Finance Rec. & Com.	Accounting & Customer Service Clerk	Jan. 21, 2004	
61	Services	Payroll/Accounts Representative	Feb. 16, 2004	
62	Finance Rec. & Com.	Accounts Payable Representative	Aug. 03, 2004	
63	Services	Special Projects Admin. Assistant	Jan. 17, 2005	
64	Finance	Revenue Services Representative	Sept. 23, 2005	
65	Finance Development	Accounts Payable, Receivable Rep.	Sept. 26, 2005	
66	Services	Building Inspector	Oct. 23, 2006	
67	Eng. & Public Works	Engineering Plans Technician II	Nov. 13, 2006	
68	Corporate Services	GIS Coordinator	Dec. 04, 2006	
69	Eng. & Public Works	Technical Services Coordinator	Dec. 18, 2006	
70	Eng. & Public Works	Assistant Traffic Technician	June 18, 2007	
71	Finance Development	Revenue Services Representative	July 30, 2007	
72	Services	Building Inspector	Apr. 21, 2008	

(Part-Time Staff-Seniority Is Calculated On A Pro-Rata Day To Day Basis From Original Date Of Hire.)



Letter of Understanding # A I
Between
The Corporation of the City of Belleville
and
CUPE Local 907
Help Outs

The parties involved hereto will agree to "help out" employee transfers based on the following steps of criteria:

- 1) All activities are to be Personnel Department co-ordinated.
- 2) **All** placements are to be handled on a verbal/short term notice basis.
- 3) The maximum time periods involved will be for three (3) days for work overload restrictions and unexpected replacement purposes.
- 4) Employee selection will be at the discretion of the respective department head of authority.
- 5) There will be **no** pay adjustments.
- 6) This process of action will be subject to review annually.

Dated at Belleville, Ontario this 11th day of August, 2008.

Signed on behalf of the Corporation
of the City of Belleville

Signed on behalf of the Canadian
Union of Public Employees and It's
Local # 907



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APPENDIX "B"

ARTICLE B1 – SCOPE

B1.01 This Appendix shall apply to Outside operations as outlined in the attached schedules.

B1.02 Engineering and Public Works Department

- A) Persons, whose regular jobs are not in the Public Works Yards Operations bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting, or in emergencies when regular employees are not available.
- B) Persons, whose regular jobs are not in the Water Operations bargaining unit, except students working during the summer vacation period, shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available.

B1.03 Recreation and Community Services Department

- A) Subject to B1.03 B), persons whose regular jobs are not in the Recreation and Community Services Department bargaining unit, except students working for the Recreation and Community Services Department under volunteer programs, shall not work on any jobs which are included in the bargaining unit, except for the purpose of instruction, experimenting, or in emergencies when regular employees are not available.
- B) The Glanmore National Historic Site volunteer, grant staff and co-op student programs will be administered in such a manner as to not result in the layoff or reduction in hours for any employee covered by this agreement and working at this Site.

ARTICLE B2 - OPERATIONS PERMANENT SENIORITY LISTED EMPLOYEE TRANSFERS

- B2.01 The provisions of this article shall apply to the Parks Operations and Facilities Operations of the Recreation and Community Services Department, and the Public Works and Water Operations of the Engineering and Public Works Department.
- B2.02 It is mutually agreed that employees may be transferred from time-to-time to other Operations and, should this be done, no other persons shall perform the work of the said employees during the period that they are transferred.
- B2.03 The Employer agrees to notify the Union respecting the Operations to which employees are assigned. Should they be moved to another Operation for more than five (5) days, the Employer shall notify the Union immediately.
- B2.04 The Employer further agrees that an employee moved from one Operation to another shall have first preference to go back to his/her former Operation before summer students or new employees are employed.
- B2.05 Employees transferred from their Operation to a different Operation shall be transferred in the reverse order of seniority within their Operation, subject to being able and having the ability to do the work.
- B2.06
- (a) Employees transferred for five (5) days or less shall remain in the regular rotation for overtime calls in their own Operation.
 - (b) Employees transferred for more than five (5) days shall be eligible for overtime in the regular rotation of the Operation to which they are transferred. The transferred employees shall be placed in order of seniority, in their own Operation, at the bottom of the call-in list of the Operation to which they are transferred.

ARTICLE B3 - LEAVE OF ABSENCE

- B3.01 Two (2) employees shall be granted leave of absence, with pay, to attend the Ontario and National CUPE Conventions or the National Health & Safety Conference. It is preferred that both employees are not from the same department and that three (3) weeks written advance notice be given to the applicable immediate Supervisor for the respective department.

ARTICLE B4 - HOURS OF WORK AND OVERTIME

B4.01A) Engineering and Public Works – Public Works Yards

The normal work week for Public Works Yards employees shall consist of forty (40) hours, consisting of five (5) days of eight (8) hours each from Monday to Friday, from 7:30 a.m. to 4:30 p.m., with one (1) hour off for lunch. Notwithstanding Article B4.05 B), a system of Saturday work rotation for mechanics carrying out work on the transit fleet will be continued (i.e. there will be rotating shifts of Monday to Friday and Tuesday to Saturday, with shift premium applicable in the normal manner). A shift premium of eighty cents (\$0.80) per hour; ninety cents (\$0.90) per hour effective April 1, 2009; and increase to one dollar (\$100) per hour effective April 1, 2010 per hour will be paid to all employees who report for work between 4:30 p.m. and 7:30 a.m. for their entire regular shift duty.

B4.01B) Engineering and Public Works – Water Operations

The normal work week for non-rotating shift employees at Belleville Water Operations will be forty (40) hours per week consisting of five (5) days of eight (8) hours each from Monday to Friday inclusive as follows:

<u>TRADES SECTION</u>		<u>LUNCH</u>
Distribution Sections	8:00 a.m. to 4:30 p.m.	½ Hour
Water Treatment Plant	8:00 a.m. to 4:00 p.m.	½ Hour Paid Running Lunch
<u>CUSTOMER SERVICE SECTION</u>		
Servicemen	8:00 a.m. to 4:30 p.m.	½ Hour
<u>BUILDING & PROPERTIES SECTION</u>		
Custodian	7:00 a.m. to 5:00 p.m.	2 Hours

B4.01C) Engineering and Public Works – Water Operations

The normal work week of rotating shift employees at the Water Treatment Plant will average, on an annual basis, forty (40) hours per week, on the basis that a normal shift will consist of eight (8) consecutive hours inclusive of one-half (1/2) hour paid lunch period during which vigilance of the plant's operation will be maintained, except as may be otherwise mutually agreed by the parties hereto from time to time.

- B4.01D) Rotating shift employees at the Water Treatment Plant shall receive an eighty cents (\$0.80) per hour; ninety cents (\$0.90) per hour effective April 1, 2009; and increase to one dollar (\$1.00) per hour effective April 1, 2010 per hour premium for all hours worked between 4:00 pm and 8:00 am, except Plant Holidays.

B4.02**Recreation and Community Services Department - Parks Operation**

- A) The normal work week for employees shall consist of forty (40) hours, consisting of five (5) days of eight (8) hours each from Monday to Friday, from 8:00 a.m. to 4:30 p.m., with one-half (1/2) hour off for lunch.
- B) A shift premium of eighty cents (\$0.80) per hour; ninety cents (\$0.90) per hour effective April 1, 2009; and increase to one dollar (\$1.00) per hour effective April 1, 2010 per hour will be paid to all employees who report for work between 4:30 p.m. and 8:00 a.m. for their entire regular shift duty.
- C) Work performed by employees on a sixth (6th) or seventh (7th) day shall be at double time. The employee's first scheduled day off in a pay period shall be considered his/her sixth day, and the second day off shall be considered the seventh day.
- D) Employees will be paid for their lunchtime when they remain onsite in the field, or who are operating a slow moving vehicle.

B4.03**Recreation and Community Services Department - Facility Operation**

- A) The normal work week for arena employees shall be forty (40) hours, comprised of five (5) days per week, eight (8) hours per day, Monday to Friday, from 8:00 a.m. to 4:30 p.m. with a one-half (1/2) hour off for lunch; except for Arena Maintenance Persons, Light Equipment Maintenance Operators and Lead Hands whose work week shall be forty-two and one-half (42-1/2) hours, consisting of five (5) days per week and eight and one-half (8-1/2) hours per day, Monday to Friday, from 8:00 a.m. to 4:30 p.m., with a one-half (1/2) hour paid running lunch while arena ice is in and they are engaged in ice related activities or when the floor is being used during the non-ice season, subject to the condition of there being only one permanent employee on duty at the time; and except for Refrigeration Operators whose work week during the period when ice is being installed or is being maintained at any Belleville arena shall be forty-two and one-half (42-1/2) hours, comprised of five (5) days per week, eight and one-half (8-1/2) hours per day, Sunday to Saturday, from 8:00 a.m. to 4:30 p.m., with one-half (1/2) hour paid running lunch. Under such circumstances, forty-two and one-half (42-1/2) hours shall be considered a normal work week without premium pay. Further, arena employees, except Part-time Program Employees, Canteen Attendants, Canteen Supervisor, Arena Broom Gang, and Recreation Cleaning Staff will be given at least every fourth (4th) weekend off in lieu of payment of overtime, for working one shift of seven (7) consecutive days in the four (4) week period; with the further exception that Refrigeration Operators will be given every third (3rd) weekend off in lieu of payment of overtime, for working one shift of seven (7) consecutive days in the three (3) week period. The permanent arena employees shall be permitted to change full shifts upon giving three (3) days written notice and conditionally, no overtime will be required to be paid.
- B) Employees, except Recreation Cleaning Staff, Canteen Attendants, Canteen Supervisor, Part-time Program Employees and employees whose work week shifts are other than the preceding paragraph above, shall receive an eighty cents (\$0.80) per hour; ninety cents (\$0.90) per hour effective April 1, 2009; and increase to one dollar (\$1.00) per hour effective April 1, 2010 per hour premium for all hours not specified, with shifts being rotated on a regular basis, as near as possible. Refrigeration Operators shall receive an eighty cents (\$0.80) per hour; ninety cents (\$0.90) per hour effective April 1, 2009; and increase to one dollar (\$1.00) per hour effective April 1, 2010 per hour premium for all hours worked on Saturdays and Sundays.
- C) Refrigeration Operators will not be regularly scheduled to work Arena Maintenance shifts.
- D) For the position of Recreation Cleaning Staff, Canteen Attendants, Canteen Supervisor and Part-time Program Employees the normal work week will be scheduled as required, in accordance with the Recreation and Community Services programming, in their respective facilities.

- E) Maintenance Staffs normal work week shall consist of five (5) days of eight (8) hours each day, Monday to Friday, from 8:00 a.m. to 4:30 p.m. with one-half (½) hour off for lunch. If the Maintenance Staffs work week is in shifts, other than this, an eighty cents (\$0.80) per hour; ninety cents (\$0.90) per hour effective April 1, 2009; and increase to one dollar (\$1.00) per hour effective April 1, 2010 per hour premium shall be paid for all hours worked.
- F) Except as noted above, work performed by employees on a sixth (6th) or seventh (7th) day shall be double time. The employee's first scheduled day off in a pay period shall be considered his/her sixth day, and the second day off shall be considered the seventh day.
- G) Refrigeration Operators scheduled to work on a Statutory Holiday will receive a lieu day off with pay to be used within 120 days, to be scheduled at a mutually acceptable time with the Immediate Supervisor.

B4.04 Recreation and Community Services Department Employees

- A) A permanent employee may not be scheduled for a shift with less than eight (8) hours between the termination of one shift and commencement of another unless mutually agreed by the employee and Employer.
- B) The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance, and neither the schedule of hours nor shifts of employees may be changed without at least three (3) days' advance notice given to the affected employees and the Union.

B4.05 Overtime

- A) Any employee, who performs work in excess of his/her normal eight (8) hour shifts shall be paid for such work at the rate of one and one-half (1-1/2) times his/her straight time rate, up to twelve (12) hours. Any continuous shift over twelve (12) hours shall be double (2) times the straight time rate.
- B) Work performed on Saturday or on Sunday, shall be double (2) times the straight time rate.
- C) ARTICLE B4.05(B) does not apply to Recreation and Community Services Department -Parks Operation Employees, whose regular shift falls on Saturday or Sunday.
- D) ARTICLE B4.05(B) does not apply to Recreation and Community Services Department -Facility Operation Employees, whose regular shift falls on Saturday or Sunday.
- E) ARTICLE B4.05(B) does not apply to Engineering & Public Works Yards – Transit Mechanics Employees, whose regular shift falls on Saturday or Sunday.
- F) Work performed on a paid holiday shall be paid at the rate of double (2) times the straight time rate, plus the day's pay.
- G) Shift pay will not be permitted on these days to Recreation and Community Services Department- Parks Operation Employees or for Recreation and Community Services Department- Facility Operation Employees.
- H) All overtime must be authorized by the immediate Supervisor, or his/her designate.

B4.06 **Overtime -Water Operations**

Authorized work performed in excess of non-rotating shift employees normal scheduled hours per shift, except as noted below will be paid at the rate of time and one-half the employee's regular straight time hourly rate. Authorized work performed on Saturday, Sunday or Plant Holidays as observed under the terms of this Agreement and authorized work between the hours of 7:00 p.m. and 8:00 a.m. will be paid at double such an employee's regular straight time rate. Overtime will be paid in fifteen (15) minute increments.

B4.07 **Standby**

A) Standby time for Public Works Operation employees shall be from 4:30 p.m. Friday to the same time the following Friday. Standby time, as required, for Recreation and Community Services Department shall be from 4:30 p.m. Friday to the same time the following Friday. Compensation shall be at the rate of one (1) day's pay per week. If a holiday falls on the standby week, the employee will receive an extra fifteen dollars (\$15.00) per holiday under ARTICLE 13, as compensation for standby. Standby crews will be called in to do emergency work only.

B) Refrigeration Operators will be scheduled in rotation at the end of shift Friday and shall continue until the end of the following Friday, for on call duty during Quinte Sports Centre ice season.

During the period the R.O. on duty must remain available to promptly respond when called and be ready to proceed immediately to the facility.

The weekly allowance for this duty is to be calculated at the rate of one (1) day's pay. If a holiday falls on the standby week, the employee will receive an extra fifteen dollars (\$15.00) per holiday under Article 13, as compensation for standby.

In addition, payment for time worked shall be outlined in the overtime provision of this Agreement.

The Corporation will provide a cell phone to the R.O., who will be responsible to ensure the cell phone is in proper working order.

B4.08 **Overtime Meals**

Employees required to work more than two (2) hours overtime will be allowed one-half (1/2) hour for meals with pay and each succeeding four (4) hour shift thereafter. Employees who work completely between 12:00 midnight and 7:30 a.m. on overtime will be allowed ten dollars (\$10.00) for breakfast, except those employees who receive shift premium.

B4.09 **Call-Back – Public Works Yards, Parks, and Facilities Operations**

A) Overtime rates for minimum call-back times shall be determined by the day on which the call-back occurs as follows:

B) Employees who are called back after their regular working hours from Monday to Friday shall be paid a minimum of two (2) hours at the rate of one and one-half (1-1/2) times the straight time rate.

C) Employees who are called back on Saturday shall be paid a minimum of two (2) hours at the rate of two (2) times the straight time rate.

- D) Employees who are called back on Sunday shall be paid a minimum of four (4) hours at the rate of two (2) times the straight time rate, except for Canteen Attendants and Part-time Program Employees who shall be paid for a minimum of two (2) hours.
- E) Employees who are called back on Paid Holidays shall be paid a minimum of four (4) hours at the rate of two (2) times the straight time rate plus the straight time, except for Ticket Clerks, Canteen Attendants and Part-time Program Employees, who shall be paid for a minimum of two (2) hours.
- F) If the call-back continues beyond the minimum period, all time over and above the minimum shall be paid at the overtime rate applicable for the day the time is actually worked.
- G) Employees who are called back after their regular working hours will be permitted to return home following the completion of the emergency work for which the call-back was originated and any other emergency work requiring attention at that time, subject to the said employees attending to additional calls received within the time for which minimum payment is being made as part of the original call back. Call-backs received by employees following their completion of emergency work, their return home and the expiration of the minimum time for which payment is being made, will be considered a separate call-back.
- H) Employees who give up their position on the emergency call-back list must give a minimum of two (2) weeks' notice.

B4.10

Call-Back – Water Operations

- A) In the event an employee is called in outside of his/her normal scheduled work hours; he/she will be paid a minimum of four (4) hours pay at the regular straight time hourly rate or the time actually worked at appropriate premium rate, whichever is greater except when a short call follows within one and one-half (1 ½) hours of the completion of the previous call in which case time shall be considered continuous from the start of the call. There shall be no minimum payment applicable to overtime worked as an extension of an employee's normal scheduled daily working hours.

Should an employee be called out within one hour of normal starting time, the minimum call out payment will not be in effect. The employee will be paid the appropriate premium rate for work performed up to normal starting time, at which point the basic rate will commence.

- B) The Corporation will endeavour for scheduled overtime to provide seventy-two (72) hours' notice.
- C) An employee who is required to work overtime prior to the start of his/her regularly scheduled hours of work will be permitted a rest period of three (3) hours if, during the eight (8) hours immediately preceding the start of his/her regularly scheduled hours of work, he/she works four (4) hours or longer.

Should the overtime work extend into the normal working day, the employee will be permitted to take the three (3) hour rest period during his/her regular scheduled hours of work.

B4.11

Agreement to Work Excess Hours

The Union hereby agrees on behalf of itself and each employee in the bargaining unit to the following:

- a) The Employees agree with the Employer to work in excess of the regular work day of either eight (8), eight and one-half (8 1/2), or twelve (12) hours for employees in the outside bargaining group.

- b) In accordance with Section 17 (2) of the Employment Standards Act (ESA), the Union gives consent for full-time employees to exceed the regular hours of work per day and/or per week, subject to a maximum total of sixty (60) hours per week (and subject to the overtime provisions contained in the Collective Agreement, including determining if overtime is mandatory or voluntary).
- c) The regular hours of work for part time, seasonal, casual and student employees, and the circumstances whereby those hours may be exceeded, remain governed by the terms of the Collective Agreement.

This agreement is made in accordance with the applicable provisions of the *Employment Standards Act*.

B4.12 Equitable Division of Overtime and Call-Back

Overtime and call-back times shall be divided as equitably as possible among the employees engaged in similar types of operations and who are qualified to perform the work that is available. The officers of the Local Union shall have the privilege of examining the office records of the Corporation connected with the division of overtime among employees, subject to the provision that this privilege may be used in other than normal working hours. The overtime worked by employees the previous day is to be marked on the bulletin board the following working day by the immediate Supervisor, or his/her designate,

- B4.13** In the event of an employee reporting for work in any day and being sent home before he/she has completed four (4) hours, he/she shall be paid for four (4) hours, except Ticket Clerks, Canteen Attendants, and Part-time Program Employees, who shall have three (3) hours applied in both of these instances.

B4.14 Breaks

All Public Works Department and Recreation and Community Services Department employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift. The provisions of this paragraph shall also apply to employees working overtime in excess of two (2) hours.

- B4.15** Employees shall be allowed to leave their job site fifteen (15) minutes before the lunch period and before quitting time to return to their home base of operation. Employees already at their home base shall be allowed fifteen (15) minutes before the lunch period and before quitting time for personal cleanup purposes.

B4.16 Use of Own Vehicle

- A) An employee, required to use his/her own vehicle to go to and from the job, will be paid forty three cents (\$.43) per km; effective April 1, 2009 forty-five cents (\$0.45) per km; effective April 1, 2010 forty-eight cents (\$0.48) per km vehicle allowance or six dollars (\$6.00) per day for each day a vehicle is required, whichever is greater. Mileage is to be measured from the place of employment in the respective department.
- B) An employee required to use his/her own truck for haulage purposes will be paid forty three cents (\$.43) per km; effective April 1, 2009 forty-five cents (\$0.45) per km; effective April 1, 2010 forty-eight cents (\$0.48) per km truck allowance or eighteen dollars (\$18.00) per day for each day a truck is required, whichever is greater. Mileage is to be measured from the place of employment in the respective department.

On-Call Duty – Water Operations

- A) All competent employees may be required to perform on-call duty which will be distributed on an equitable basis among them.

B) Water Distribution Section

Management shall maintain a six-month schedule of on-call duty which shall be made available to the staff concerned, three months in advance of the commencement of such schedule.

The On-call Schedule will function as follows:

Employees will be on a rotating schedule within which employees may switch amongst each other providing the answering service is kept informed of such changes by the employee who is scheduled to be on-call. In the event the scheduled on-call employee is unable to be on-call, the employee next on the on-call list shall be his/her replacement in the event a volunteer is not obtained after calling in descending order from the on-call list and the schedule advanced accordingly.

The tour of On-call Duty shall commence at the end of shift Friday 2nd shall continue until the end of shift of the following Friday, including the lunch duration, except as noted below. During that period the man on duty must remain available to promptly respond when called and be ready to proceed immediately to the work location.

The weekly allowance for this duty is to be calculated at the rate of one (1) day's pay. In addition, payment for time worked shall be outlined in the overtime provisions of this Agreement.

In those cases when Friday is a Plant Holiday the employee whose on-call duty would normally cease at end of shift shall cease on-call duty at end of shift of the immediately preceding normal work day and the employee whose on-call duty would normally begin at end of shift shall begin on-call duty at end of shift of the immediately preceding normal work day. When tours of on-call duty are so adjusted the weekly allowance for the employees involved shall be adjusted on a pro-rata basis.

When, in the opinion of the Corporation, additional on-call staff are required on a holiday weekend or holiday break they may be assigned to this duty. The allowance for such duty shall be \$23.00 per day plus an additional \$7.00 allowance shall be made for on-call duty after normal quitting time on the day preceding such holiday weekend or holiday break plus \$7.00 for the time between midnight and normal starting time of the first regular working day following the holiday weekend or holiday break.

In order to provide immediate response to emergency calls each employee during his/her tour of on-call duty may take a designated Corporation vehicle home for such purposes. It is understood that such employee shall take reasonable care of the vehicle.

The Corporation will provide a pager and cell phones to the regular personnel on-call who will be responsible to ensure that the pager and cell phones and all phones are in proper working order.

Any employee who is "on call" on a Plant Holiday shall be entitled to equivalent time off at his/her regular straight time hourly rate. An employee who is required to work on such Plant Holiday shall not receive any premium pay for work performed during normally scheduled hours of work. However, an employee who is required to work on such Plant Holiday outside the normal scheduled hours of work shall be paid for time worked at the premium rate specified in Article B4.

C) Water Treatment Section

Management shall maintain a six month schedule of on call duty, posted three months in advance of the commencement of such schedule.

The On Call Schedule will function as follows:

Employees will be on a rotating schedule within which employees may switch amongst each other providing the supervisor is kept informed. In the event the scheduled on call employee is unable to be on call, the supervisor may appoint an alternate.

The tour of duty is as posted on the shift / on call schedule, in seven day segments whenever possible.

The weekly allowance for this duty is to be calculated at the rate of one (1) day's pay. The allowance may be pro-rated with the length of tour of duty.

In order to provide immediate response to emergency calls each employee during his/her tour of on-call duty may take a designated Corporation vehicle home for such purposes. It is understood that such employee shall take reasonable care of the vehicle.

The Corporation will provide a pager and cell phone to the regular personnel on-call who will be responsible to ensure that the pager and cell phones and all phones are in proper working order.

An employee who is "on-call" on a Plant Holiday shall be entitled to equivalent time off at his/her regular straight time hourly rate. In the event the employee on-call is required to work on such a Plant Holiday the on-call employee shall be compensated at their regular straight time hourly rate during the normal scheduled hours of work. Hours worked by the on-call employee, on a Plant Holiday, outside their normal scheduled hours of work shall be paid for time worked at the premium rate specified in Article B4.06.

Where possible, qualified employees scheduled for on call duties will be scheduled as the ORO.

B4.18

Accumulation of Paid Time-Off in Lieu of Overtime Payment for Permanent Employees

- A) Overtime up to a maximum of eighty (80) hours (replenishable) may be accumulated and banked in one (1) hour segments between January 1 and December 1 of each calendar year upon receiving written request from an employee and compensated for at the rate saved by granting leave equivalent to overtime rates in conjunction with Article 12.11 at a time mutually agreeable between the employee and the immediate Supervisor, subject to the following limitations, which includes the usage of annual leave.
- B) Such overtime may only be accumulated from call-back or additional assigned full shift situations. It is recognized that call-backs or additional assigned full shifts are not permitted to those employees who are already away from their regularly assigned shifts except for emergency purposes.
- C) **As** soon as possible after December 1st of each year all banked overtime, less any time that has been scheduled to be taken during the month of December, shall be paid out at the rate of pay in effect at the time it was earned. Any remaining time not taken by December 31st will be paid out.

B4.19 Public Works Department:

Employees shall be entitled to take their compensative leave on a first come basis after earning it any time during the calendar year providing that not more than sixteen (16) employees and two (2) Mechanics (one (1) from Public Works and one (1) from Transit) shall be off work during July, August and November; and only up to nine (9) employees and two (2) Mechanics (one (1) from Public Works and one (1) from Transit) shall be off work at any one (1) time during other months.

B4.20 Recreation and Community Services Department - Parks Operation

Employees shall be entitled to take their compensative leave on a first come basis after earning it any time during the calendar year providing that not more than four employees, one mechanic, and one tree person and one gardener are off work at any one time.

B4.21 Recreation and Community Services Department - Facility Operation

Employees shall be entitled to take their compensative leave on a first come basis after earning it at any time during the calendar year providing that not more than four (4) employees and one (1) Refrigeration Operator shall be off work at the same time during the period of May 1 to August 30 and not more than two (2) employees and one (1) Refrigeration Operator shall be off work at the same time during the balance of the year.

ARTICLE B5 - PROTECTIVE CLOTHING

B5.01 Inclement Weather Allowance

- A) Suitable rubber clothing, as may be determined by the Corporation, will be provided to Public Works Yards Operations and Parks Operations employees only, whose duties require them to work in wet or inclement weather. Suitable clothing shall mean one pair of rubber boots, rubber suit with hood, and rubber gloves. All such clothing remains the property of the Corporation and is to be stored in employee's locker at all times, when not in use on Corporation business.
- B) Suitable rubber boots as may be determined by the Corporation, shall be provided to each permanent arena employee. Such rubber boots are to be stored in each employee's locker at all times, when not in use on Corporation business.

B5.02 A protective helmet will be provided to each Public Works and Recreation and Community Services Department - Parks Operation employee only, in accordance with the regulations made under The Construction Safety Act.

B5.03 All permanent employees must wear, at all times, boots and shoes with protective toe caps. The Corporation shall pay up to one hundred and seventy-five dollars (\$175.00) (with receipts) towards the cost of CSA approved Green Patch boots or shoes per permanent employee per calendar year.

B5.04 Boots and shoes will only be provided to employees who physically work in a required position at least four (4) months in a calendar year.

B5.05A) Clothing for Public Works, Yard Operation shall be provided through the following point system:

Each employee shall be awarded 10 points on January 1st of each year for the selection of clothing for uniforms.

<i>Item</i>	<i>Point Value</i>
Work Pants (Navy or dark green)	1
Traffic Safety T Shirts (orange)	½
Traffic Safety Jackets (orange)	2
Traffic Safety Coveralls (orange)	2
Traffic Safety Bib Overalls (orange)	2
Traffic Safety Parka (orange)	3

In addition to the above, the extra issuance of protective clothing to each of the following:

- Three (3) issues of protective clothing will be supplied to each of the three (3) mechanics;
- Two (2) issues to each of the three (3) men Sewer Bucket Cleaning Crew, the steady driver and the helper on the Sewer Service Truck, two (2) Pipe Layers, and one (1) Pump Station Operator, and one (1) Asphalt Sub-Foreman

B5.05B)(i) Clothing for Recreation and Community Services – Parks Operations shall be provided through the following point system:

Each employee shall be awarded 10 points on January 1st of each year for the selection of clothing for uniforms.

<i>Item</i>	<i>Point Value</i>
Work Pants (Navy or dark green)	1
Traffic Safety T Shirts (orange)	½
Traffic Safety Jackets (orange)	2
Traffic Safety Coveralls (orange)	2
Traffic Safety Bib Overalls (orange)	2
Traffic Safety Parka (orange)	3
Ball Cap	1
Cargo Pants	1
Cargo Shorts	1
Golf Shirts	1
Coveralls	1
Sweatshirts	2
Unlined Jacket	2

In addition to the above, the extra issuance of protective clothing to each of the following:

- Three (3) issues of protective clothing will be supplied to each of the two (2) mechanics

B5.05B)(ii) As soon as possible after January 1st of each year, the Corporation will pay to the Custodian/Technician at the Glanmore National Historic Site a clothing allowance in the amount of One Hundred Dollars (\$100.00).

B5.05C) Clothing for Recreation and Community Services – Facilities Operations shall be provided through the following point system:

Each employee shall be awarded 8 points on January 1st of each year for the selection of clothing for uniforms, and 3 points for a winter jacket every even year.

<u>Item</u>	<u>Point Value</u>
Work Pants (Navy or dark green)	1
Winter Jacket	3
Ball Cap	1
Cargo Pants	1
Cargo Shorts	1
Golf Shirts	1
Coveralls	1
Sweatshirts	2
Unlined Jacket	2

Notes (applicable to B5.05A, B5.05B, and B5.05C):

A) The Employer will pay for any alterations required to adjust supplied clothing.

B) Work Gloves and work mitts will be supplied as required.

C) The wearing of this clothing is required as a condition of employment.

D) One extra issue of protective clothing equals four (4) points

B5.05D) Coveralls or bib type overalls, gloves and appropriate safety clothing will be provided as determined by the Corporation.

B5.06 The wearing of clothing issued to the employee and the articles referred to in paragraphs B5.01, B5.02 and B5.03 by employees while on duty is a condition of employment. Employees will report to work dressed appropriately.

B5.07 New permanent employees shall receive the protective clothing entitlement outlined in Article B5.05 A, B, C within two (2) weeks of their start date. If the start date occurs after October 1st, protective clothing issued shall be considered their initial entitlement, and will not be reissued on January 1st.

ARTICLE B6 - WAGES AND JOB CLASSIFICATION

B6.01 The wage schedule referred to as Schedules "B1", "B2", "B3" and "B4" shall be part of this. Agreement. Where an employee is performing work in a classification higher than his/her own for an accumulated period of less than six (6) months, he/she shall be paid at the rate for the higher classification except while on vacation and sick leave.

B6.02 Where an employee performs the work of a higher classification for six (6) months or more in a calendar year, he/she shall be paid at the higher rate for all vacation and sick leave taken during assignment to the higher rated classification.

B6.03 One (1) Steamer Operator, one (1) Roller Operator, one (1) Compressor Operator, one (1) Hydraulic Sewer Cleaning Machine Operator and one (1) Hydraulic Sewer Cleaning Machine Helper will be provided the opportunity to work on downtown snow pick-up, at the labourer's rate of pay.

B6.04 Inspector/Locator

When a water distribution operator, other than the Inspector or Locator, is assigned to inspect the installation of water mains, services and appurtenances on a project, or perform locates, he/she will be paid an additional five per cent (5%) over his/her hourly rate while on that particular assignment.

B6.05 **For Water Operations**

- A) Where a regular employee is temporarily assigned as being in charge, but not under the control of a Regular Foreman or Supervisor, of two or more Journeymen or semi-skilled employees, or not less than four labourers, he/she shall be paid as an Occasional Foreman or Supervisor where such employment is for four (4) or more consecutive working hours or an accumulation of five (5) or more working hours in any one working day.
- B) The Occasional Foreman's or Supervisor's rate shall be the employee's regular rate increased by eight per cent (8%). If the employee is asked to fill the position of Occasional Foreman or Supervisor for more than six (6) consecutive weeks, at any one time, the Occasional Foreman's or Supervisor's rate after the aforementioned six (6) week period shall be the employee's regular hourly rate increased by ten per cent (10%).
- C) When a regular employee is assigned as the Overall Responsible Operator (ORO) for a twenty-four (24) hour period, he/she shall be paid at the employee's regular rate increased by 10%. It is understood that to operate as the ORO, the operator must be licensed to the level of the facility or one level lower. The assignment of the ORO will be by mutual consent. In the event that no one agrees to be an ORO, one shall be assigned by management. The ORO schedule will be part of the plant shift schedule.

B6.06 The probationary rate shall be 15% less than the applicable rate for employees hired into the licenced trades (Licenced Mechanic, Foreman Mechanic, Treeperson, Gardener, Turfperson, Irrigation Person, Refrigeration Operators, Water Distribution and Servicing staff, Water Treatment Plant staff)

ARTICLE B7 - CONTRACTING OUT AND TECHNOLOGICAL CHANGES

- B7.01 Three months before the introduction of any technological or other changes, or new methods of operation, or contracting out which affect the rights of employees, conditions of employment, wage rates or work loads, the employer shall notify the Union of proposed change. Any such changes shall be made only after the Union and the Employer have reached an agreement on such change through collective bargaining. Notwithstanding the above if parties are unable to reach an agreement a mutually agreed to mediator shall be appointed to resolve the issue.
- B7.02 No regular employee, except part-time Recreation and Community Services - Facility Operation employees, shall be dismissed by the employer because of mechanization, technological, or contracting out, or other changes.
- B7.03 The employer shall pay the full cost of any course of instruction approved by the employer for an employee to better address the requirements of his/her own job. Such approval shall not be unreasonably withheld. Payment shall be made upon successful completion of the course.

ARTICLE B8 - SENIORITY

- B8.01 Outside workers shall be placed on four (4) separate seniority lists in accordance with their place of employment (Public Works Yards Operations, Belleville Water Operations, Recreation and Community Services – Parks Operations, Recreation and Community Services – Facilities Operations).
- B8.02 Seniority is defined as the length of service with the employer from his/her original date of hire as set forth below.

B8.03 Probationary Period

- A) All new employees shall be on probation for a period of six (6) months from date of hire.
- B) During the probationary period, an employee's service may be terminated without recourse to the Grievance Procedure.
- C) Seniority, holiday benefits, and other items referable to length of service shall be based upon the original date of appointment, following completion of a probationary period.
- D) Notwithstanding the above provisions of this article when a probationary period is interrupted by illness, injury or for any other reason for a period of one (1) week altogether, the probationary period shall be extended by an equivalent amount of time that exceeds one (1) week.

Note: If no break in service, seniority for casual employees who complete their probationary period for a permanent position shall be based on the original date of hire with the City.

B8.04 Seniority shall apply as provided for in Appendix B, Schedules "B5", "B6", "B7" and "B8" respectively as revised from time to time.

B8.05 Seniority shall govern in cases of layoff and recall. The last employee hired shall, in case of layoffs, be the first laid off, and in the case of recalls, the last employee laid off, shall be the first one recalled.

B8.06 Permanent employees, who are to be laid off or are laid off, shall be eligible for employment in other departments at the prevailing job rate of pay, but not less than the labourer's rate, dependent upon willingness to assume such other work based upon two refusals and such employment being available within 180 calendar days from the date of layoff. Time employed in this regard, shall count as service. Accumulation of seniority shall be governed by ARTICLE B8.04 of this Agreement. The Corporation agrees an employee placed in another department, as a result of a layoff, shall have first preference to return to his/her former department before new employees are hired in that department.

B8.07 Employees may be temporarily promoted to another City position outside of their seniority group for periods up to two (2) years and seventeen (17) weeks subject to a loss of seniority for the period of time involved.

B8.08 Where an employee is the successful applicant to a permanent vacancy in another Appendix/Schedule of the Collective Agreement, that employee shall transfer his/her full seniority and service into that Appendix/Schedule.

Note: An applicant for a job vacancy that currently holds a job on the same Appendix/Schedule, and meets the conditions of Articles A6 and B9, will have priority to fill the vacancy over applicants who hold jobs in other Appendices/Schedules.

B8.09 Permanent employees, who serve in Her Majesty's Forces, shall be considered as being on leave of absence and shall retain their seniority rights and will continue to accumulate seniority, providing they return to full-time employment within ninety (90) days of honourable discharge.

B8.10 A) If an employee is absent from work because of sickness, accident, lay-off or leave of absence approved by the corporation, he/she shall not lose seniority rights, except as set out in (b) below.

- B) An employee shall lose his/her seniority and his/her employment shall be deemed terminated in the event that:
- (1) He/she is discharged for just cause and not reinstated.
 - (2) He/she resigns.
 - (3) He/she is absent from work in excess of five (5) working days without notifying his/her immediate supervisor.
 - (4) After a lay-off he/she fails to return to work within forty-eight (48) hours (excluding Saturday and Sunday), after being notified by registered mail to do so, unless through sickness or other just cause.
 - (5) An employee is absent for more than thirty (30) months under an approved LTD claim (this clause shall not operate if the employee is handicapped within the meaning of the Ontario Human Rights Code, in which case the employee's seniority will be accumulated for so long as the employee is in receipt of LTD benefits and is handicapped within the meaning of the Code).

B8.11 All employees shall be considered as permanent on completion of their probationary period.

ARTICLE B9 - JOB VACANCIES

B9.01 The Corporation will notify the Union in writing five (5) working days prior to filling any staff changes covered by the terms of this Agreement and post notices of the position in all departments covered by the Agreement, in order that all permanent seniority listed employees will know about the position and be able to make written application therefore.

B9.02 Such notice will be posted within five (5) days from the date vacancy occurs and shall contain the following information:

Nature of position, rate of pay, required knowledge and education, ability and skills, whether day or night shift;

OR

Notify the union that the position is to be discontinued.

B9.03 Commencing January 1, 1993, temporary employees may be hired for a period, or periods, totalling not more than seven (7) months (140 working days) in a calendar year. Employees hired as temporary and retained for a period, or periods which exceed seven (7) months in a calendar year, shall automatically be considered as permanent employees and their seniority shall date from the day on which seven (7) months prior to the day of permanency taking effect actually occurred. Temporary or casual employees, if retained as permanent employees, shall be credited with their service to be applied to their probationary period.

Note -working days are defined as follows:

Facilities - a working day is any day or part thereof that an employee works;

All other areas- a working day is any day or part thereof that any employee works plus all approved days off or statutory holidays.

Further, it is agreed that ARTICLE B9.03, does not apply to Recreation and Community Services - Facility Operation employees hired under the classification of Canteen Supervisor, Recreation Cleaning Staff, Arena Broom Gang, Part-time Program Employees and Canteen Attendants.

- B9.04 When staff changes coming within the provisions of this Agreement are made, seniority shall govern in each respective Operation, providing that the applicant has the necessary skill, ability, and competence. Notice of permanent vacancies shall also be posted at the same time on workplace bulletin boards covering CUPE Local #907 (Outside & Inside) employees, which will result in respective permanent employee entitlements of consideration at the same time. In the event a successful applicant proves unsatisfactory during the trial period of three (3) months or if the employee is unable or unwilling to continue to perform the duties of the new job classification at any time during this trial period, he/she shall be returned to his/her former position without the loss of seniority. Any other employee promoted or transferred as a result of the rearrangement of jobs shall be returned to his/her former position without loss of seniority. The Corporation will afford every opportunity to receive additional training on the job where possible.
- B9.05 The Union shall be advised in writing as to the name of the successful applicant. An objection by the Union to staff changes may be dealt with in accordance with the Grievance Procedure.
- B9.06 When new positions are created, or existing positions reclassified, the corporation will advise the Union, in advance, of the proposed classification.
- B9.07 The Union shall be notified in writing of all new appointments, promotions, hirings, layoffs, rehiring, and termination of employment.
- B9.08 The Corporation agrees to acquaint all new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in ARTICLE 4, dealing with UNION SECURITY AND CHECK-OFF OF UNION DUES. New employees shall be presented with a copy of the Agreement on commencement of employment.
- B9.09 When temporary appointments are made to the positions referred to in Appendix B, Schedules "B1", "B2", "B3" and "B4" seniority shall govern providing the applicant has the necessary skill, ability, and competence.

ARTICLE B10 - DISCHARGE PROCEDURE

- B10.01 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position without loss of seniority rating, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

ARTICLE B11 - TOOLS AND EQUIPMENT

- B11.01 The Corporation agrees to supply all necessary tools and equipment required for all work. This is to include safety equipment, such as goggles and protective equipment such as hip rubber boots and rubber gloves. Each employee will be required to sign for the equipment issued to him and shall be held financially responsible for loss of tools and equipment through his/her negligence.

ARTICLE B12 - INCLEMENT WEATHER

- B12.01 During inclement or cold weather, employees required to travel from the Yards to jobs, and from the jobs to the Yards, will be transported under cover from the elements when such conveyance is available. Whenever possible during inclement weather, the Corporation shall endeavour to provide indoor work for outside crews.
- B12.02 Belleville Water Operations

Whenever in the opinion of the Corporation ordinary work cannot be reasonably continued during the working hours by reason of inclement weather conditions, the Corporation shall either provide indoor work for outside crews or allow them to stand by inside. No loss of pay for permanent employees shall result by reason of the provisions of this clause.

ARTICLE B13 - ANNUAL LEAVE

- B13.01 Employees will request annual leave a minimum of three (3) working days prior to taking such leave, however the immediate supervisor may approve lesser notice time periods at his/her discretion.
- B13.02 Employees shall be permitted to take annual leave in various minimum segments of one-half (1/2) day or more subject to Article 12.11.
- B13.03 Annual Leave pre-approved prior to May 1st will automatically be honoured, notwithstanding the limits stated in Article 12.11. After May 1st, an employee working in another operation must submit his/her Annual Leave request to the Supervisor in the Operation in which he/she is working, for the time the Annual Leave is to be taken. The Supervisor may then grant approval dependent on the number of employees permitted to take Annual Leave in the Operation in which the employee is working, pursuant to Article 12.11.

SCHEDULE "B1"

PUBLIC WORKS OPERATION CLASSIFICATIONS AND WAGES

		April 1, 2008	EFFECTIVE RATE April 1, 2009	April 1, 2010
CASUAL	Seasonal Employees (ONE RATE FOR ALL DUTIES ASSIGNED)	\$17.33	\$17.80	\$18.29
PROBATIONERS		\$16.95	\$17.41	\$17.89
GROUP 1	Labourer Sewer Labourer	\$19.94	\$20.49	\$21.05
GROUP 2	Equipment Operator Grade 1 Truck Driver. Sewer Truck Driver Concrete Saw Operator Bombardier Operator Tractor Operator Articulated Tractor Operator Roller Operator (self-propelled) Flusher Operator (rate effective all year round) Sewer Machine Operator Compressor Machine Operator Vac All Operator (rate effective all year round) Steamer Operator Wing Operator Hydraulic Sewer Cleaning Machine Helper Waste Site Operator Sander Operator Bobcat Operator Lawn Mower Operator (Self Propelled) Paint Machine Operator	\$20.50	\$21.06	\$21.64
GROUP 3	Store Keeper	\$20.87	\$21.44	\$22.03
GROUP 4	Equipment Operator, Grade 2 Sweeper Operator Checker (occasional work) Form Setter Chainsaw Operator Pipe Layer (Certified) Weigh Scale/Pumping Station Operator Treeperson	\$20.96	\$21.53	\$22.12
GROUP 5	Equipment Operator. Grade 3 Loader Operator Full Time Checker Traffic Maintenance Man Hydraulic Sewer Machine Operator	\$21.22	\$21.81	\$22.41
GROUP 6	Equipment Operator, Grade 4 Grader Operator Hydraulic Bucket Truck Operator Loader Backhoe Operator Sub-Foreman	\$21.54	\$22.13	\$22.74
GROUP 7	Nil	\$22.14	\$22.75	\$23.38
GROUP 8A	Licensed Mechanic	\$27.03	\$27.77	\$28.53
GROUP 8B	Foreman Mechanic	\$28.15	\$28.92	\$29.72

SCHEDULE "B2"
ENGINEERING & PUBLIC WORKS
BELLEVILLE WATER – TRADES - CLASSIFICATIONS AND WAGES
EFFECTIVE APRIL 1, 2008

POSITION	STEP 1	STEP2	STEP3	STEP4	STEP 5	STEP 6
WTP Lab Operator	18.53	20.68	23.15	26.02	27.14	28.26
Serviceman	18.36	20.45	22.80	25.48	26.88	28.00
WTP Operator	18.36	20.45	22.80	25.48	26.88	28.00
WD Operator	18.36	20.45	22.80	25.48	26.88	28.00
WD – Inspector	19.28	21.47	23.95	26.76	28.23	29.40
WD – Locator	19.28	21.47	23.95	26.76	28.23	29.40
Custodian	17.15	17.78	18.92			

For new employees:

Normal Progression Schedule:

Probationary rate shall apply for six (6) months.

Internal candidates transferring to Belleville Water – Trades, shall normally start at Step 2.

Progression for WT Operator, WD Operator, WD Inspector, WD Locator and Serviceman shall be by Certification as follows:

Step 1 - Probation

Step 2 - OIT

Step 3 – Class 1

Step 4 – Class 2

Step 5 – Class 3

Step 6 - Class 4

Training will be provided in accordance with Ontario Regulation 128 and additional training as required by the Corporation.

SCHEDULE "B2"
ENGINEERING & PUBLIC WORKS
BELLEVILLE WATER – TRADES - CLASSIFICATIONS AND WAGES
EFFECTIVE APRIL 1, 2009

POSITION	RATES:					
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WTP Lab Operator	19.04	21.24	23.79	26.73	27.89	29.04
Serviceman	18.86	21.01	23.43	26.18	27.62	28.77
WTP Operator	18.86	21.01	23.43	26.18	27.62	28.77
WD Operator	18.86	21.01	23.43	26.18	27.62	28.77
WD – Inspector	19.81	22.06	24.61	27.49	29.00	30.21
WD – Locator	19.81	22.06	24.61	27.49	29.00	30.21
Custodian	17.62	18.26	19.44			

For new employees:

Normal Progression Schedule:

Probationary rate shall apply for six (6) months.

Internal candidates transferring to Belleville Water – Trades, shall normally start at Step 2.

Progression for WT Operator, WD Operator, WD Inspector, WD Locator and Serviceman shall be by Certification as follows:

Step 1 - Probation

Step 2 - OIT

Step 3 – Class 1

Step 4 – Class 2

Step 5 – Class 3

Step 6 - Class 4

Training will be provided in accordance with Ontario Regulation 128 and additional training as required by the Corporation.

SCHEDULE "B2"
ENGINEERING & PUBLIC WORKS
BELLEVILLE WATER – TRADES - CLASSIFICATIONS AND WAGES
EFFECTIVE APRIL 1, 2010

POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
WTP Lab Operator	19.56	21.83	24.44	27.47	28.65	29.83
Serviceman	19.38	21.59	24.08	26.90	28.38	29.56
WTP Operator	19.38	21.59	24.08	26.90	28.38	29.56
WD Operator	19.38	21.59	24.08	26.90	28.38	29.56
WD – Inspector	20.35	22.67	25.28	28.25	29.80	31.04
WD – Locator	20.35	22.67	25.28	28.25	29.80	31.04
Custodian	18.10	18.77	19.97			

For new employees:

Normal Progression Schedule:

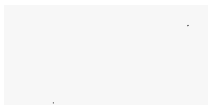
Probationary rate shall apply for **six** (6) months.

Internal candidates transferring to Belleville Water – Trades, shall normally start at Step 2.

Progression for WT Operator, WD Operator, WD Inspector, WD Locator and Serviceman shall be by Certification as follows:

- Step 1 - Probation
- Step 2 - OIT
- Step 3 – Class 1
- Step 4 – Class 2
- Step 5 – Class 3
- Step 6 - Class 4

Training will be provided in accordance with Ontario Regulation 128 and additional training as required by the Corporation.



SCHEDULE "83"
PARKS OPERATIONS
CLASSIFICATIONS AND WAGES

CLASSIFICATION	POSITION	EFFECTIVE RATES:		
		April 1, 2008	April 1, 2009	April 1, 2010
CASUAL	Seasonal Employees (One rate for all duties assigned)	\$17.33	\$17.80	\$18.29
PROBATIONERS		\$16.95	\$17.41	\$17.89
GROUP 1	Labourer Labourer (Playground)	\$19.94	\$20.49	\$21.05
GROUP 2	Light Equipment Maintenance Operator	\$20.50	\$21.06	\$21.64
GROUP 3	Nil	\$20.87	\$21.44	\$22.03
GROUP 4	Treeperson Chainsaw Operator Custodian/Technician Building Maintenance Person	\$20.96	\$21.53	\$22.12
GROUP 5	Gardener Turfperson/Integrated Pest Technician (Certified) Irrigation Person Arbourist	\$21.22	\$21.81	\$22.41
GROUP 6	Loader-Backhoe Operator Lead Hand Hydraulic Bucket Truck Operator Large Mower Operator (8 feet)	\$21.54	\$22.13	\$22.74
GROUP 7	Nil	\$22.14	\$22.75	\$23.38
GROUP SA	Mechanic	\$27.03	\$27.77	\$28.53
GROUP 8B	Foreman Mechanic	\$28.15	\$28.92	\$29.72

SCHEDULE "B4"
FACILITIES OPERATIONS
CLASSIFICATIONS AND WAGES

POSITION	EFFECTIVE RATES:		
	April 1, 2008	April 1, 2009	April 1, 2010
Part-time Program Employees	\$9.58	\$9.84	\$10.11
Arena Broom Gang	\$9.87	\$10.14	\$10.42
Canteen Attendants	\$9.87	\$10.14	\$10.42
Recreation Cleaning Staff	\$13.03	\$13.38	\$13.75
Canteen Supervisor	\$19.94	\$20.49	\$21.05
Seasonal Employees (one rate for all duties)	\$17.33	\$17.80	\$18.29
Probationers	\$16.95	\$17.41	\$17.89
Group 1 - Maintenance Staff	\$19.94	\$20.49	\$21.05
Group 2 - Arena Maintenance Person	\$20.50	\$21.06	\$21.64
Group 3 - Nil	\$20.87	\$21.44	\$22.03
Group 4 - Nil	\$20.96	\$21.53	\$22.12
Group 5 - Nil	\$21.22	\$21.81	\$22.41
Group 6 - Lead Hand	\$21.54	\$22.13	\$22.74
Group 7 - Nil	\$22.14	\$22.75	\$23.38
Group 8 - Refrigeration Operator *	\$27.03	\$27.77	\$28.53
<ul style="list-style-type: none"> • Class "B": Refrigeration Certificate from Government of Ontario 			

NOTES – ENGINEERING AND PUBLIC WORKS – PUBLIC WORKS YARDS OPERATIONS AND BELLEVILLE WATER OPERATIONS, RECREATION AND COMMUNITY SERVICES – PARKS OPERATION AND FACILITY OPERATION EMPLOYEE CLASSIFICATIONS

- (a) The Corporation shall pay to the Apprentice Mechanic, the difference between his/her regular wages and his/her government apprenticeship school allowance, when he/she is in attendance at the compulsory schooling in his/her trade.
- (b) Vacation pay shall be forty (40) hours at an employee's current rate, or two percent (2%) of an employee's earnings in the twelve (12) months prior to his/her taking vacation, for each week of vacation, whichever is greater. Earnings shall include holiday and vacation pay and any other paid leave of absence, with such difference calculated and paid on the first pay after July 1.
- (c) The Corporation shall classify new equipment within thirty (30) days of its introduction. Any dispute regarding classification of new equipment may be submitted to arbitration in accordance with the Grievance Procedure. The Arbitrator shall be empowered to determine the rate consistent with other rates.

SCHEDULE "B5"
CITY OF BELLEVILLE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL # 907 (OUTSIDEWORKERS)
ENGINEERING & PUBLIC WORKS (YARDS OPERATIONS)
LIST OF SENIORITY LISTED PERMANENT EMPLOYEES IN ORDER OF SENIORITY

No.	EMPLOYEE	POSITION	CLASS	SENIORITY DATE
1		Loader/Backhoe Operator	6	Dec. 30, 1974
2		Truck Driver	2	Jan. 01, 1976
3		Checker	5	Mar. 30, 1976
4		Articulated Tractor Operator	2	Dec. 05, 1977
5		Truck Driver	2	June 22, 1978
6		Sweeper Operator	4	June 18, 1979
7		Truck Driver	2	June 18, 1979
8		Loader Operator	5	Oct. 01, 1979
9		Loader Operator	5	Mar. 05, 1985
10		Flusher Operator	2	Jul. 08, 1985
11		Truck Driver	2	Dec. 13, 1985
12		Truck Driver	2	Nov. 03, 1986
13		Truck Driver	2	Sep. 24, 1987
14		Hydraulic Sewer Mach. Operator	5	Dec. 23, 1988
15		Truck Driver	2	Aug. 08, 1989
16		Traffic Maintenance Technician	5	Nov. 20, 1989
17		Foreman Mechanic	8B	Jan. 29, 1990
18		Mechanic	8A	Oct. 22, 1990
19		Pipe Layer	4	May 14, 1991
20		Grader Operator	6	May 14, 1991
21		Truck Driver	2	Dec. 05, 1991
22		Truck Driver	2	Jan. 21, 1992
23		Sewer Truck Driver	2	Dec. 07, 1992
24		Truck Driver	2	Apr. 03, 1995
25		Weigh Scale/Pumping Station Op.	4	May 08, 1995
26		Pipe Layer	4	July 10, 1995
27		Vac All Operator	2	July 07, 1997
28		Truck Driver	2	Jan. 03, 1999
29		Foreman Mechanic	8B	July 19, 1999
30		Truck Driver	2	Nov. 01, 1999
31		Truck Driver	2	Nov. 01, 1999
32		Truck Driver	2	Feb. 07, 2000
33		Roller Operator	2	May 25, 2000
34		Asphalt Sub-Foreman	6	June 05, 2000
35		Compressor Operator	2	June 25, 2001
36		Steamer Operator	1	June 26, 2001
37		Labourer	1	June 27, 2001
38		Store Keeper	3	June 28, 2001
39		Mechanic	8A	July 16, 2001
40		Labourer	1	May 06, 2002
41		Labourer	1	July 03, 2002
42		Formsetter	2	Nov. 12, 2002
43		Hydraulic Sewer Machine Helper	2	Dec. 08, 2002
44		Sewer Truck Labourer	2	Mar. 09, 2003
45		Labourer	1	Dec. 07, 2003
46		Truck Driver	2	Dec. 21, 2003
47		Labourer	1	June 21, 2004
48		Labourer	1	Nov. 14, 2004
49		Labourer	1	Nov. 16, 2004
50		Mechanic	8A	Apr. 04, 2005
51		Mechanic	8A	Oct. 11, 2005
52		Labourer	1	Nov. 14, 2005
53		Waste Site Operator, P/T	2	June 26, 2006
54		Labourer	1	July 04, 2006
55		Labourer		Sept. 11, 2006
56		Labourer	1	Oct. 19, 2006

SCHEDULE "B6"
CITY OF BELLEVILLE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL # 907 (OUTSIDE WORKERS)
ENGINEERING & PUBLIC WORKS (BELLEVILLE WATER OPERATIONS)
LIST OF SENIORITY LISTED PERMANENT EMPLOYEES IN ORDER OF SENIORITY

No.	EMPLOYEE	POSITION	SENIORITY DATE	SERVICE DATE
1		Laboratory Operator	June 12, 1978	
2		inspector	June 08, 1987	
3		Water Treatment Plant Operator	Dec. 07, 1987	
4		Water Distribution Operator	Oct. 03, 1988	
5		Locator	Oct. 01, 1990	
6		Water Treatment Plant Operator	Dec. 07, 1990	
7		Water Treatment Plant Operator	Feb. 25, 1991	
8		Serviceman	May 02, 1994	
9		Serviceman	May 12, 1997	Apr. 24, 1995
10		Water Distribution Operator	Jan. 15, 2001	
11		Serviceman	May 21, 2001	
12		Water Distribution Operator	Sept. 10, 2001	
13		Water Treatment Plant Operator	Apr. 22, 2002	
14		Water Distribution Operator	July 02, 2002	
15		Custodian	Aug. 25, 2003	
16		Water Treatment Plant Operator	July 05, 2004	
17		Water Treatment Plant Operator	July 05, 2004	
18		Water Treatment Plant Operator	July 10, 2006	
19		Water Distribution Operator	Nov. 20, 2006	
20		Water Distribution Operator	Nov. 27, 2006	

SCHEDULE "B7"
CITY OF BELLEVILLE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL # 907 (OUTSIDE WORKERS)
RECREATION & COMMUNITY SERVICES (PARKS OPERATIONS)
LIST OF SENIORITY LISTED PERMANENT EMPLOYEES IN ORDER OF SENIORITY

No.	EMPLOYEE	POSITION	CLASS	SENIORITY DATE	SERVICE DATE
1		Lead Hand	6	Dec. 08,1977	
2		Light Equip. Mtce. Operator	2	Apr. 28,1978	
3		Gardener	5	Jan. 03,1984	
4		Labourer	1	Jan. 01,1993	Nov. 19,1981
3		Bldg Maintenance Person	4	May 11,1994	
4		Foreman Welder Mechanic	8B	Oct. 03,1994	Mar. 18,1991
5		Custodian/Technician	4	Jan. 01,1999	July 01,1985
6		Gardener	5	May 03, 1999	
7		Labourer	1	Oct.06, 2000	
8		Loader/Backhoe Operator	6	Nov.13, 2000	
9		Irrigation Person (Certified)	5	July 23,2001	
10		Welder Mechanic	8A	July 08,2002	
11		Turfperson / Int. Pest Technician	5	Feb.28, 2005	
12		Labourer (Playground)	1	Sept.26,2005	
13		Arborist	5	May 01, 2006	
14		Arborist	5	Mar. 05,2007	
15		Turfperson / Int. Pest Technician	5	Apr. 07,2008	

SCHEDULE "B8"
CITY OF BELLEVILLE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL # 907 (OUTSIDE WORKERS)
RECREATION & COMMUNITY SERVICES (FACILITIES OPERATIONS)
LIST OF SENIORITY LISTED PERMANENT EMPLOYEES IN ORDER OF SENIORITY

NO.	EMPLOYEE	POSITION	CLASS	SENIORITY DATE
1		Lead Hand	6	Jan. 05, 1976
2		Refrigeration Operator	8	Dec. 12, 1977
3		Arena Maintenance Person	2	Oct. 14, 1981
4		Arena Maintenance Person	2	Oct. 15, 1981
5		Arena Maintenance Person	2	Mar. 14, 1984
6		Maintenance Staff	1	Sep. 15, 1986
7		Refrigeration Operator	8	Feb. 08 1988
8		Lead Hand	6	Jan. 01, 1991
9		Lead Hand	6	Apr. 05, 1994
10		Arena Maintenance Person	2	Jul. 24, 2001
11		Arena Maintenance Person	2	Sep. 15, 2001
12		Arena Maintenance Person	2	Oct. 14, 2003
13		Arena Maintenance Person	2	Oct. 03, 2005
14		Arena Maintenance Person	2	Oct. 29, 2007
15		Arena Maintenance Person	2	Dec. 17, 2007



Letter of Understanding # B1
 Between
 The Corporation of the City of Belleville
 and
 CUPE Local 907

Advertising Temporary Positions – Public Works Yards

Provide for a Method of Advertising Temporary Positions at the Public Works Yards as follows:

- Post all job classifications twice yearly (Spring and Fall)
- Each employee would be required to apply for each classification that he/she wishes to be considered for.
- A list in order of seniority would be drawn up for each job classification.
- Every time a vacancy occurs, the position **would** be offered to the most senior qualified employee. The ability to carry out the duties of the job will be a determining factor.

Example Form

DEPARTMENT: _____ DATE: _____

CUPE LOCAL # 907, PERMANENT PUBLIC WORKS YARD EMPLOYEES SEASONAL
 TEMPORARY EMPLOYEE BID LIST FOR THE PERIOD OF _____

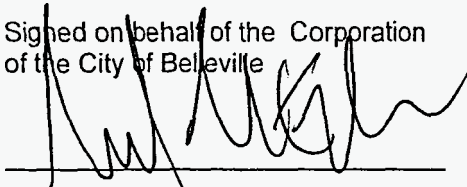
Permanent Employees in the Public Works Yards are invited to apply for each temporary position of interest to them.

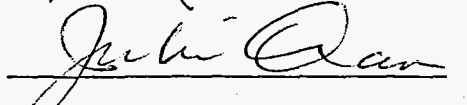
Labourer		Truck Driver	Equipment Operator	Loader Operator	Grader Operator
Employee	#1	1	1	1	1
	#2	2	2	2	2
	#3	3	3	3	3
	#4	4	4	4	
	#5	5	5	5	
	#6	6	6	6	
	#7	7	7	7	
	#8	8	8	8	
	#9	9			
	#10	10			

It is understood that if a vacancy occurs in a position at a time other than above, it shall be filled within the classification by the most senior qualified operator. If the vacancy is greater than twenty (20) working days in duration, it shall be posted in accordance with Article B9.02.


Dated at Belleville, Ontario this 11th day of August, 2008.

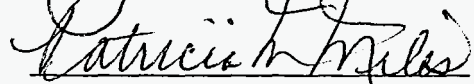
Signed on behalf of the Corporation
 of the City of Belleville

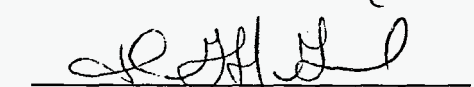


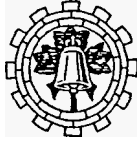


Signed on behalf of the Canadian
 Union of Public Employees and It's
 Local # 907









Letter of Understanding # B2
Between
The Corporation of the City of Belleville
and
CUPE Local 907

Advertising Temporary Positions in Parks Section

Provide for a method of Advertising Temporary Positions in the Parks Operations as follows:

- Post all job classifications required for summer operations - effective May 1 of each year.
- Each employee would be required to apply for each classification that he/she wishes to be considered for.
- A list in order of seniority would be drawn up for each classification.
- Every time a vacancy occurs, the position would be offered to the most senior qualified employee. The ability to carry out the duties of the job will be a determining factor.

Postings: Included in the posting for each classification will be:

- Nature of position
- Start and completion Dates
- Day or Night shifts
- Rate of Pay
- Required skills, ability and education

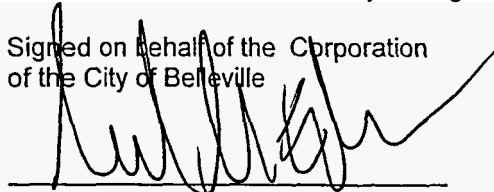
Permanent Employees in the Parks Section of Recreation and Community Services Department are invited to apply for each temporary position of interest to them.

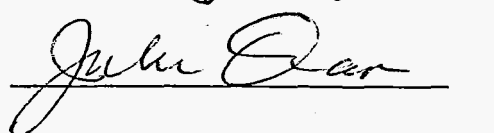
It is understood that if a vacancy occurs in a position at a time other than above, it shall be offered within the classification to the most senior qualified operator. If the vacancy is greater than twenty (20) working days in duration, it shall be posted in accordance with Article B9.02.

All employees will return to their permanent postings upon the completion of the temporary posting.


Dated at Belleville, Ontario this 11th day of August, 2008.

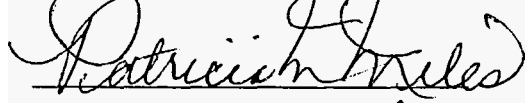
Signed on behalf of the Corporation
of the City of Belleville

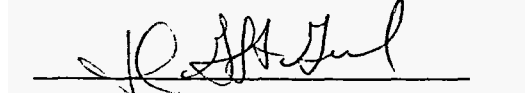




Signed on behalf of the Canadian
Union of Public Employees and it's
Local # 907









Letter of Understanding# B3
Between
The Corporation of the City of Belleville
and
CUPE Local907

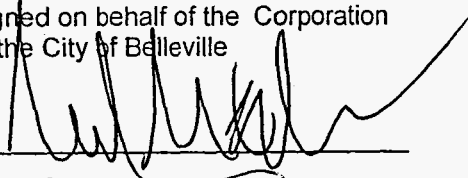
Contracting Out Painting

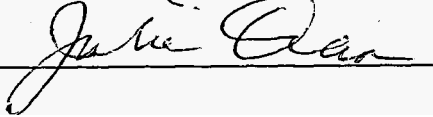
It is mutually agree to implement as follows:

The Corporation of the City of Belleville may contract out the painting on lines on municipal roadways.


Dated at Belleville, Ontario this 11th day of **August**, 2008.

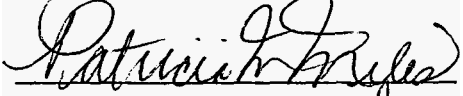
Signed on behalf of the Corporation
of the City of Belleville

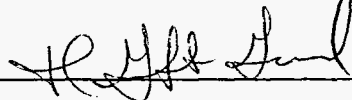




Signed on behalf of the Canadian
Union of Public Employees and it's
Local # 907









Letter of Understanding# B4
 Between
 The Corporation of the City of Belleville
 and
 CUPE Local 907

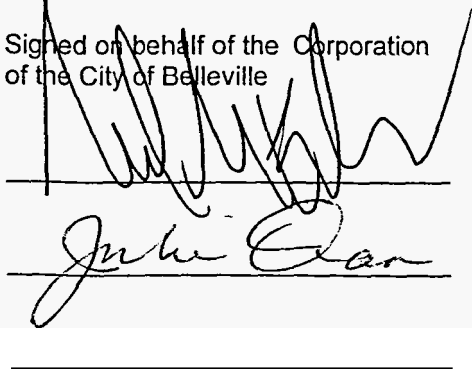
Community-Education Projects

WHEREAS the Corporation recognizes that the work of maintaining the public parks owned/managed by the Corporation of the City of Belleville is within the scope of the Collective Agreement;
 WHEREAS CUPE Local 907 recognizes that a number of community volunteer organizations and school boards organize community and/or educational projects which requires mutual approval by the City and the Union and,
 WHEREAS CUPE and it's Local 907 has conditionally honoured such requests from time to time,
 THEREFORE it is mutually agreed that:

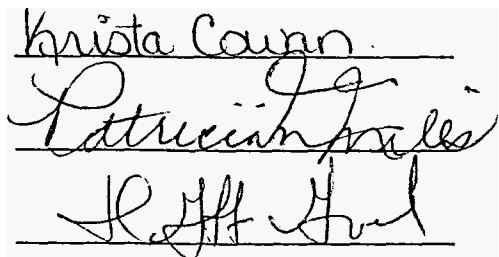
1. The Union and the Corporation will honour the requests of such programs of the following community organizations:
 - Boy Scouts
 - Girl Guides
 - Brownies
 - Beavers
 - Path Finders
 - Environmental Study classes (groups of the Hastings County Board of Education, Hastings/Prince Edward County Roman Catholic Separate School Board, and Christian Schools)
 - Great IGA Hometown Spring Clean-up
 - Trash Bash
2. This is subject to the community organization undertaking it's programme in a manner that does not result in the layoff, reduction in hours, interference or adverse effect on any employee covered by CUPE Local 907.
3. The Parties agree that the Employer shall cease issuing approval for any of these organizations' programmes at the time such request is made by the Union and that both parties agree that approvals issued prior to receipt of such notice from CUPE will be honoured, unless the group in question is found to have violated #2 above.

Dated at Belleville, Ontario this 11th day of August, 2008.

Signed on behalf of the Corporation
 of the City of Belleville



Signed on behalf of the Canadian
 Union of Public Employees and it's
 Local # 907





Letter of Understanding # B5
Between
The Corporation of the City of Belleville
and
CUPE Local907

Quinte Tennis Club

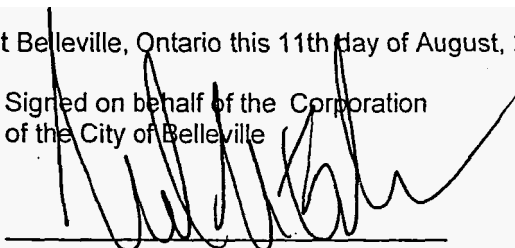
The Union agrees with the request to allow the Tennis Club personnel to operate the tennis club and grounds from May 1st to October 31st each year, subject to no interference or adverse affect to any union position (permanent, part-time, casual, etc.)

The Parties agree that the Tennis Club personnel are limited to maintaining courts, grass cutting, raking and bundling leaves and cleaning the building. Further, it is agreed that Local 907 members will continue picking up and disposing of bundled leaves, pruning and cutting trees, repairs to and winterizing of the Club building and maintaining grass cutting equipment.

This letter will remain in effect unless the Corporation is advised otherwise by CUPE and it's Local 907 in writing by October 1st of any year or unless any permanent employee is on layoff in which case any work being done by Tennis Club Personnel shall revert to the bargaining unit.


Dated at Belleville, Ontario this 11th day of August, 2008.


Signed on behalf of the Corporation
of the City of Belleville

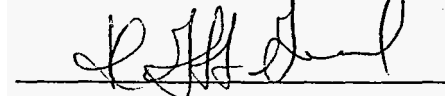


Julie O'Leary

Signed on behalf of the Canadian
Union of Public Employees and it's
Local # 907









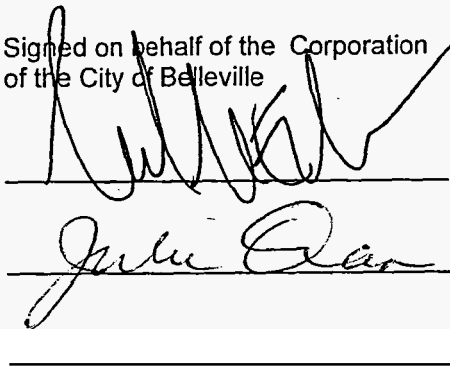
Letter of Understanding # B6
Between
The Corporation of the City of Belleville
and
CUPE Local 907

Recreation Cleaning Staff

Recreation Cleaning Staff working **less** than forty (40) hours per week shall have their benefits from Articles #14 and #16 pro-rated as per Article #16.11 on a 100% benefit paid basis for Life Insurance, **AD & D**, and LTD and on a pro-rated premium paid basis for Semi-private, Extended Health Care and Dental Plan coverages.

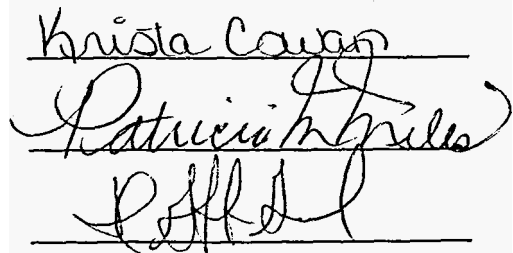
Dated at Belleville, Ontario this 11th day of August, 2008.

Signed on behalf of the Corporation
of the City of Belleville

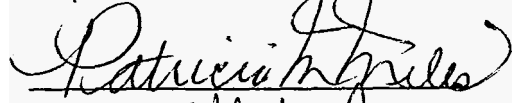


Julie Dean

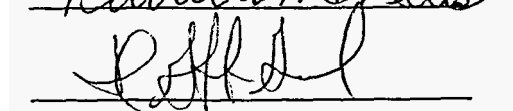
Signed on behalf of the Canadian
Union of Public Employees and it's
Local # 907



Krista Cowan



Patricia M. Grillo



[unclear]

Subject	Issue Date	Issued By	Number	Revised. ^W	Page
Overtime Protocol - Water Distribution and Service	October 1, 2006	D. Collins	ADM-20	Nov. 15 2006	1 of 4

To provide guidelines for the equitable division of Overtime including Emergency Call-back Operations, Preplanned Overtime and Carry-over Overtime.

II General

1. It is understood that Overtime is **an** operational requirement. Management will endeavor to avoid unnecessary hardship whenever possible.
2. Employees may be relieved of Overtime Duty by the Supervisor if, in the opinion of the Supervisor, an employee is unable to perform assigned Overtime. Example-illness, consecutive hours worked, unfit for duty, not qualified, etc...
3. Permanent employees are placed on the Overtime / Call-in List by seniority for Emergency Call-backs, by workgroup for Preplanned Overtime and by work group for Shift Extension. In all cases employees are contacted / assigned **as** detailed below.
4. Employees who **are** on annual leave shall not be considered for Overtime Duty except in cases where **all** other available, competent employees have been contacted.
5. Employees who are on **sick** leave or bereavement leave shall not be eligible for Overtime Duty.
6. Employees **who** are absent from work while on Corporation business (training, meetings etc.) shall be contacted for Overtime Duty when such Corporation business is local and when the Overtime Duty is not likely to interfere with the successful completion of the aforementioned Corporation business.
7. One attempt shall be made to contact eligible employees. If unable to contact, this will be noted on the respective list and the next person contacted.
8. It is understood that Belleville Water Management will assign staff **for** specific work activities based on availability, experience, skills, qualifications, and impact on organizational effectiveness.
9. Belleville Water is committed to providing cross training **as** necessary to enable employees to gain the experience, skills and qualifications required to participate in all Belleville Water distribution and service functions.
10. Emergency overtime is generally understood as follows (guideline only): the loss of service/need for emergency repair does not allow for scheduling consideration including isolation, customer concerns, safety, traffic protection planning...

Belleville Water Work Standards and Procedures

Subject	Issue Date	Issued By	Number	Revised	Page
Overtime Protocol - Water Distribution and Service	October 1, 2006	D. Collins	ADM-20		2 of 4

III Procedure

Emergency Call Backs

1. In the event the On-call Operator requires additional staff to complete the call, the On-call Operator **will** contact a Belleville Water Management Representative to advise them of the situation and/or assist in coordinating repair activities.
2. Where it is determined that additional staff are required and the On-call Operator has been unable to contact a Belleville Water Management representative, the On-call Operator will assume temporary foreman duties and be remunerated accordingly, **provided two or more** additional staff are required to complete repair activities.
3. For the purpose of Call-backs, employees shall be organized into one group. All employees deemed competent **by** Management shall be included on the Call-back list.
4. Duties shall be assigned respective of seniority. That is, for the purpose of Emergency Call-backs, employees will be contacted in order of seniority while ensuring that staff with the requisite skills required for the performance of the work activity are contacted, regardless of **position** on the seniority list. Example- MOE Certification, backhoe operator, Class D/ DZ **drivers** license, locating, leak detection....
5. The On-call Duty Operator will normally participate in the completion of repair **work** related to the emergency callout dependent on availability, skills, experience, qualifications and impact on organizational effectiveness as determined by the foreman.

Belleville Water Work Standards and Procedures

Subject	Issue Date	Issued By	Number	Revised	Page
Overtime Protocol - Water Distribution and Service	October 1, 2006	D. Collins	ADM-20		3 of 4

Preplanned Overtime

When Preplanned Overtime is scheduled the following process **will** apply:

1. The on-call **Duty** Operator will have first opportunity to participate in preplanned overtime dependent on availability, **skills**, experience, qualifications and impact on organizational effectiveness **as** determined by the foreman.
2. Employees will be organized into groups according to their normal, regular duties. Groupings will be as follows:

Operations	Service	Building Mtce	Leak Detection	Locating	Inspection

3. When work is scheduled, it will be distributed equitably among the employees **as** listed in the various **work** groups. In the event insufficient staff are available in a particular work group for work being assigned, employee (s) **who** would normally cover those duties during regular working hours will be assigned to cover Overtime responsibilities.

“Normally Cover” is understood **as** follows-

Building Maintenance	+	Service
Locator	→	Inspector
Inspector	→	Operations
Operations	→	Locator / Inspector/ Service (based on seniority)
Service	→	Operations
Leak Detection	→	Inspector

Belleville Water Work Standards and Procedures

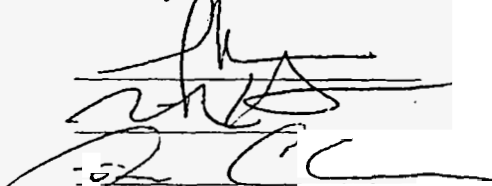
Subject	Issue Date	Issued By	Number	Revised	Page
Overtime Protocol -Water Distribution and Service	October 1, 2006	D. Collins	ADM-20		4 of 4

Shift Extension

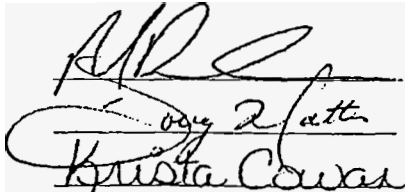
1. Employees will complete work activities as **an** extension of their normal shift without being subject to other Overtime Protocols in the event that the shift extension is not anticipated to extend beyond 2 ½ hours.
2. In the event the shift **is** likely to extend beyond 2 ½ hours the Emergency Call-back Protocol **will** apply.
3. During the summer months when Belleville Water employs summer students **and** a student or students are **working** on a job that is anticipated to extend beyond the normal shift, the student(s) will be eligible to **work** the additional hours only after the Overtime is first made available to all qualified Belleville Water staff. (i.e. seniority based)
4. The On-Call **Duty** Operator will normally participate in shift extension dependant on availability, skills, experience, qualifications and impact on organizational effectiveness as determined by the foreman. In the event the on-call duty operator is unable to fill the **duties** the foreman will designate a person(s) based on seniority and dependant **on** skills, experience, qualifications and impact on organizational effectiveness.

Dated at Belleville, Ontario this 15th day of November, 2006.

Signed on behalf of the Corporation
of the City of Belleville



Signed on behalf of the CUPE
Local # 907



PARKS & RECREATION FACILITIES OVERTIME PROTOCOL

Management has the right to manage its affairs and direct its employees, and shall determine if and when overtime is required. Overtime and call back times shall be divided as equitably as possible among the employees engaged in similar types of operations and who are qualified to perform the work that is available. Management has the right to cancel overtime call-outs or shifts if overtime can be avoided. For the purpose of this protocol lead hands, arena maintenance and maintenance staff will be considered to be in a similar type of operation.

The following procedures will be followed in the Facilities Operations to achieve these objectives:

1. Employees must indicate on leave requests if he/she wishes to be recalled from leave for overtime.
2. Call outs start at the employee immediately after the employee who last accepted overtime or call out. This point is to be indicated by a double slash mark below the bottom right hand corner of the box.
3. The process for an overtime or call back is to work from the starting point down to the bottom of the list and continue back up at the top and continues down to the starting point until someone accepts.
4. Indicate the date, location and time start of the shift or call-out being offered on the top box of the vertical column.
5. If any staff member is not eligible for the first round because he or she is on leave (annual, accumulated time, lieu day, bereavement or leave without pay) then that individual would be skipped over on a first time through call out. It would be marked on the overtime call out sheets as "NE" (not eligible).
6. Any employee who refuses the call-out or overtime is shown as refused "R".
7. When calling an employee and there is no answer indicate "NA" and record the time of the call.
8. If there is no answer but there is an answering machine then the employee is advised that he/she was being called for overtime and since there was no answer then the supervisor will move on to the next employee on the seniority list. Indicate "Left Message" and mark the time on call out sheet. If the employee contacts the facility manager before another employee accepts the call out, they shall receive the call out.
9. Any employee who accepts is shown as "ACC".
10. The number of staff for a set-up or tear down will be determined by management.
11. All arena maintenance shifts on paid holidays will be overtime and be awarded as per the call out list.
12. A shift extension of two hours or less will not be considered a call out.
13. A copy of the updated call out list will be distributed to the facilities the next working day.

The maintenance person will receive overtime at the arena maintenance rate if he/she is performing arena maintenance duties not in their normal work.

If an employee becomes sick during a shift and the number of hours required to finish the shift is less than four hours then it **will** be offered as overtime if necessary to fill the shift.

In the event of overtime, management will review tasks and determine the requirement for and the number of employees.

Vacation/Accumulated Overtime/Lieu Days/Leave Without Pay

1. a) During the period May 1st to August 31st employees on vacation will not be scheduled the Saturdays and Sundays before and after their vacation if the request is for the entire week. An employee will not be scheduled for a Friday evening shift before his/her vacation starts unless necessary. **The** weekends noted above before and after vacation shall be considered vacation for the purposes of this protocol and employees who cannot be scheduled **will** not be called for overtime the first time through the seniority list. If the Monday following an employee's vacation is a statutory holiday then his/her overtime eligibility starts on the Monday.
 - b) **If** a statutory holiday falls within an employee's vacation period he/she is not eligible for overtime on the first time through the seniority list.
 - c) if an employee is on vacation, bereavement, leave without pay, accumulated time or lieu day then he/she is not eligible for overtime for that day only on the first time call out.
2. September 1 to April 30 employees on vacation, accumulated or lieu time will not be eligible for overtime on that specific booked day in which the overtime applies on the first call out.

Sickness

If an employee is sick for less than three days he/she is not eligible for overtime for a period of eight hours after the completion of his/her regularly scheduled shift as adjusted.

If an employee is sick for a period of time longer than three days or where a medical certificate is required the employee is not eligible until he/she returns to work.

2nd Round of Call Outs

Employees on vacation/lieu/accumulated leave are not eligible the first time through the call out list. The second time would resume at the same point where the first round started going immediately to the first employee on leave and continues to any other employee on leave until someone accepts or these employees are exhausted.

Completion of 2nd Round of Overtime

Part time employees may be offered overtime for arena maintenance work.

If an arena maintenance shift were still not filled then management would offer the overtime to the refrigeration operators.

If the refrigeration operators do not accept then **all** employees on **the** seniority list would **be** offered the overtime again starting from the original point of the call.

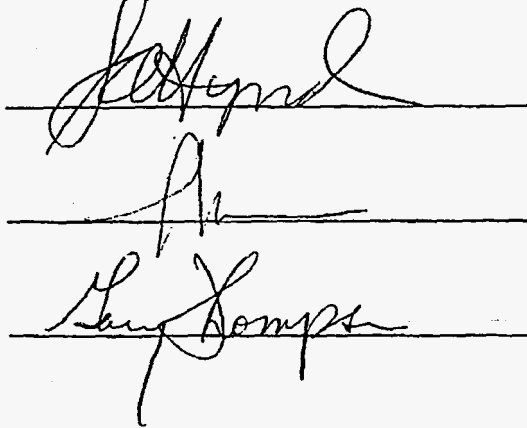
In the **event** that the call **out** is accepted after 2nd round, the call out order **shall** not change from the original **start** point of the **first** round.

The specific nature of the work will be explained to each employee during this **round**. If no employee accepts **then** management may designate anyone available to perform and carry out **the** required, . . . work.

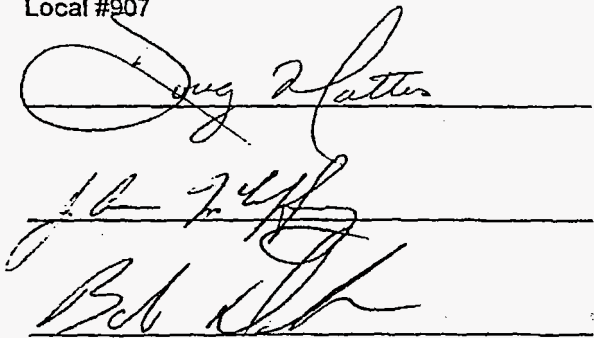
Minimum overtime call outs will be as per Article B4.09.

Dated at Belleville, Ontario this 9 day of January, 2006. 2007.

Signed on behalf of the Corporation of the City of Belleville

Three handwritten signatures in cursive script, each written over a horizontal line. The signatures appear to be 'J. H. ...', 'A. ...', and 'Guy ...'.

Signed on behalf of the Canadian Union of Public Employees and its Local #907

Three handwritten signatures in cursive script, each written over a horizontal line. The signatures appear to be 'Doug ...', 'J. ...', and 'Bob ...'.

BELLEVILLE RECREATION & COMMUNITY SERVICES PARKS SECTION OVERTIME PROTOCOL

Management has the right to manage its affairs and direct its employees, and shall determine if and when overtime **is** required. Overtime and call back times shall **be** divided **as** equitably **as** possible among the employees engaged in similar types of operations **and** who are qualified to perform the work that **is** available. Management has the right cancel overtime call-outs or shifts if overtime can be avoided.

The following procedures will be followed in the Parks Operations to achieve these objectives:

1. OVERTIME CALL OUT

- A. Overtime is offered by classification first.
- B. The General **list is** used when persons in a particular classification are not available or do not accept the offer of overtime.
- C. Where staff in various classifications are assigned rotating Saturday or Sunday **shifts** during the winter months, the General list will **be** used **as** required to replace or expand the assigned shifts for work not requiring a specific classification.
- D. Offer of overtime **is** in sequence where *two* or more people are in a particular classification and **on** the general list.
- E. Staff will not be eligible for overtime for first call-outs if on Annual Leave, Accumulated Leave, Time off in Lieu, Sick Leave, Bereavement Leave and approved Leave of Absence. An employee becomes eligible for the **first** offer of overtime when they return to their next assigned shift.

Where employees have approved Annual **Leave**, Accumulated Leave, Time off in Lieu of several days, Management will not schedule employees to work the Saturday and Sunday prior to or after the scheduled leave.

- F. For the purposes of offering overtime, a Seasonal or Temporary Full-Time Classification is deemed to be an employee's classification except for **on** a Statutory Holiday where employees revert back to their original classification. General duties will be considered as non-job specific.
- G. If there **is** no answer, but there is an answering machine, then the employee is advised that he/she **was** being called for overtime and since there was no answer then the Manager will move on to the next employee on the seniority **list**. Indicate "Left Message" and mark the time on the call out sheet. If the employee contacts the Manager before another employee accepts the call out, they shall receive the call out.

- H. Employees on Vacation/Lieu/Accumulated leave, Bereavement and Approved Leave of Absence are not eligible the first time through the call out list. The second time would resume at the same point where the first round started **going** immediately to the first employee on leave and continues to any other employee on leave until someone accepts or these employees are exhausted. In the event that the call out is accepted after the 2nd round, the call out order shall not change from the original start point **of** the first round.

The specific nature of the work will be explained to each employee during this round. If **no** employee accepts then management may designate anyone available to perform and carry out the required work.

Minimum overtime call outs will **be as** per Article B4.09.

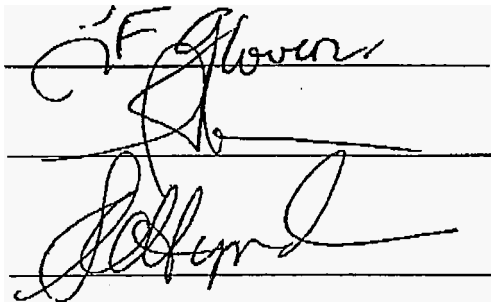
- I. The above procedures do not apply to overtime occurring as **a** result **of** equipment breakdown, accidents or circumstances beyond management's control.

In **the** event of **an** emergency to prevent substantial property damage for safety concerns or **potential loss** of life, Management reserves the right to offer overtime to staff immediately available.

- J. Where **no staff are** available in a classification, in order to be eligible for offer **of** overtime for a specific **job**, an employee must have the necessary experience and/or attained **the** necessary certification, and/or completed the appropriate training to safely and expeditiously complete **the** specific job.

Dated at Belleville, Ontario this 13th day of March 2008.

Signed on behalf of the Corporation
of the City of Belleville



Signed on **behalf** of the Canadian
Union **of** Public Employees and
Its Local #907

