

COURSE	22		
FEES	12	42	25
TERM			
NO. OF EMPLOYEES	170		
NO. OF EMPLOYERS	14		

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF
THE CITY OF GLOUCESTER

AND

LOCAL 1525 OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES

JANUARY 1, 1999 - DECEMBER 31, 2000

[Faint, illegible text]

ENTERED

10/10 (57)

This agreement made this *20th* day of *April*, 1999.

BETWEEN:

THE CORPORATION OF THE CITY OF GLOUCESTER
Hereinafter called the "Employer",

AND:

LOCAL 1525 OF THE CANADIAN UNION OF PUBLIC EMPLOYEES
Hereinafter called the "Union"

Witnesseth that the parties hereto have agreed as follows:

INDEX

ARTICLE		PAGE
1	Preamble	1
2.01	Management Rights	1
2.02	No Discrimination	1
2.03	Municipal Elections	1
3.01	Bargaining Unit	2
3.02	Employee Definition	2
3.03	Restriction of Non-Union Workers	2
3.04	No Other Agreement	3
3.05	Meetings	3
4.01	Coercion	4
4.02	Restriction of Certain Union Activities	4
4.03	No Strike	4
4.04	Illegal Strike	4
4.05	Observance of Provisions of Agreement	4
5.01	Check-Off Payments	5
5.02	Deductions	5
5.03	Dues Receipts	5
6.01	List of Employees	5
6.02	Union Notification	5
7.01	New Employees	5
7.02	Copies of Agreement	5
8.01	Correspondence	5
8.02	Bargaining Committee	6
8.03	Representatives of the Employer and the Union	6
8.04	Meeting of Committee	6
8.05	Time Off for Meetings	6
8.06	Office Accommodation	6
8.07	Meeting Room	6
9.01	Election of Stewards	6
9.02	Chief Steward	7
9.03	Names of Stewards	7
9.04	Grievance Committee	7
9.05	Permission to Leave Work	7
9.06	Settling of Grievances	7

ARTICLE		PAGE
9.07	Grievance on Safety	8
9.08	Harassment Grievance	9
9.09	Facilities for Grievance Meetings	9
9.10	Supplementary Agreements	9
9.11	Grievance Procedure	9
10.01	Selection of Arbitration Board	9
10.02	Failure to Agree on Chairman	9
10.03	Arbitration Procedure	9
10.04	Decision of Board	10
10.05	Expenses of the Board	10
10.06	Amending of Time Limits	10
10.07	Witnesses	10
10.08	Alternate Arbitration Procedure	10
11.01	Warnings	10
11.02	Discipline and Suspension	10
11.03	Discharge Procedure	11
11.04	Unjust Suspension or Discharge	11
12.01	Seniority Defined	11
12.02	Probation of Newly Hired Employees	11
12.03	Loss of Seniority	12
12.04	Seniority List	12
12.05	Transfers Outside of Bargaining Unit	12
13.01	Restrictions on Contracting Out	12
13.02	Elimination of Present Job Classifications	12
13.03	Downward Reclassification	13
13.04	Definition of Technological Change	13
13.05	Job Protection due to Technological Change	13
14.01	Job Postings	14
14.02	Job Advancement	14
14.03	Trial Period	15
14.04	Re-Posting of Position	15
15.01	Role of Seniority in Layoffs	15
15.02	Recall Procedure	15
15.03	Advance Notice of Layoff	15
15.04	Continuation of Benefits	16
15.05	Grievances on Layoffs	16

ARTICLE		PAGE
16.01	Work Week	16
16.02	Hours of Work	16
16.03	Summer Hours	16
16.04	Meal Period	17
16.05	Hours of Work for By-Law Enforcement Officers	17
16.06	By-Law On-Call Winter Operations	17
16.07	Hours of Work for Customer Service Staff (ORC) and Coordinators, Aquatics	18
16.08	Block Hours Provision for IT Positions (MIS Division)	19
17.01	Overtime	20
17.02	No Layoff to Compensate for Overtime	20
17.03	Minimum Call-Back Time	20
17.04	Overtime Limit	20
17.05	Meal Allowance	20
18.01	Paid Holidays	20
18.02	Holidays Falling on Weekend	20
18.03	Holidays Falling on Scheduled Days Off	21
19.01	Length of Vacation	21
19.02	Holidays Falling Within Vacation Schedule	21
19.03	Calculation of Vacation Pay	22
19.04	Vacation Pay on Termination	22
19.05	Approved Leave of Absence During Vacation	22
20.01	Short Term Disability Plan (Sick Leave)	22
20.02	Proof of Illness or Injury	23
20.03	Absence	23
20.04	Records	23
20.05	Special Sick Leave	23
20.06	Appointments	23
21.01	Job Descriptions	23
22.01	Annual Increments	24
22.02	Increment Date	24
23.01	Union Leave	24
23.02	Pregnancy Leave	24
23.03	Parental and Adoptive Leave	25
23.04	General Provisions Applicable to Pregnancy and Parental Leaves	26
23.05	Family Leave	27
23.06	Paid Jury or Court Witness Duty Leave	27
23.07	Educational Allowance	27
23.08	Bereavement Leave	27
23.09	General Leave	28

ARTICLE		PAGE
24.01	Pay Days	28
24.02	Mileage Allowance	28
24.03	Vacation Pay	28
24.04	Pay During Temporary Transfers	28
24.05	Workers' Compensation	29
25.01	OMERS - Basic	29
25.02	Health Care	30
25.03	Dental Care	30
25.04	Life Insurance	30
25.05	Long Term Disability Plan	31
25.06	Pay for Injured Employees	31
25.07	Transportation of Accident Victims	31
25.08	Safety Equipment	31
25.09	Uniforms for By-Law Enforcement Officers	32
26.01	Bulletin Boards	32
26.02	Plural or Feminine Terms May Apply	32
27.01	Continuation of Acquired Rights	32
28.01	Duration of Agreement	32
28.02	Changes in Agreement	32
28.03	Notice of Changes	33
28.04	Agreement to Continue in Force	33
	Letter of Understanding #1- Review of Classifications	35
	Letter of Understanding #2- Banked Overtime	36
	Letter of Understanding #3- No Layoff	37
	Letter of Understanding #4- Posting Priority to CUPE Members	38
	Letter of Understanding #5- Casual Employees	39
	Letter of Understanding #6- Temporary Move Outside Bargaining Unit	43
	Appendix "A" - Position Classifications	46
	Appendix "B" - Salary Grid - January 8, 1999	47
	Appendix "B-1" - Salary Grid - January 7, 2000	48
	Appendix C - Guidelines for Drafting Job Sharing Arrangements	49

ARTICLE	PAGE
Appendix "D" - Guidelines for Drafting Compressed Work Week Arrangements	52
Appendix "E" - Uniform Issue per Municipal Law Enforcement Officer	55
Alphabetical Index	56

ARTICLE 1 - PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

1. to maintain the existing harmonious relations and settle conditions of employment between the employer and the Union;
2. to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, services, etc;
3. to encourage efficiency in operation;
4. to promote the morale, well-being and security of all employees in the bargaining unit of the union;

AND WHEREAS it is now desirable that methods of bargaining and matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE the parties agree as follows:

2.01 - MANAGEMENT RIGHTS

The union recognizes that it is the right of the employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement.

2.02 - NO DISCRIMINATION

Both parties to this Agreement agree to abide by the terms of the Ontario Human Rights Code which states there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, record of offenses, marital status, sexual orientation or handicap or any other reason **as** defined by the Ontario Human Rights Commission. All interpretations shall be consistent with the **GUIDE TO THE HUMAN RIGHTS CODE, 1981** and its subsequent updates. Furthermore, both parties agree that there shall be no discrimination based on political affiliation, place of residence, nor by reason of membership **or** activity in the Union.

2.03 - MUNICIPAL ELECTIONS

Employees will not actively participate in campaigning for anyone seeking political office in the Municipality of the City of Gloucester. Further, subject to the provisions of Federal and Provincial Statutes, employees will not seek Municipal office to the Gloucester Municipal Council or related bodies.

3.01 - BARGAINING UNIT

The employer recognizes the Canadian Union of Public Employees and its Local 1525 as the sole and exclusive collective bargaining unit with respect to all matters covered by this Agreement for all full-time permanent office and clerical employees of the Corporation of the City of Gloucester save and except those specified in Section 3.02 (i) and (ii).

3.02 - EMPLOYEE DEFINITION

The word "employee" where used in this Agreement shall mean only the employees in the collective bargaining unit but does not include the person who is:

- (i) employed for the primary purpose of exercising management functions over other employees;
- (ii) employed:
 - (a) in the City Manager's Department,
 - (b) in the Human Resources Department,
 - (c) providing direct service to Council,
 - (d) as a secretary to a Department Head,
 - (e) Pool Managers - Recreation, Parks and Culture Department,
 - (f) Finance Officer IV (Budget) - Finance Department.

3.03 - RESTRICTION OF NON-UNION WORKERS

- (i) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, in emergencies or when regular employees are not available, and, provided that, performing of the aforementioned operations in itself does not reduce the normal hours of work of any employee.
- (ii) The employer agrees that no position within the Bargaining Unit of Local 1525 will be filled by a casual employee for a period of more than twelve (12) months. This time limit may, however, be extended with the consent of both parties.

The time period will commence with the first day the casual employee works in the position and shall terminate twelve (12) months later. Should the position be filled by more than one (1) casual employee, the twelve (12) month period shall commence with the hiring of the first casual employee.

Any violation of this article shall be considered as Contracting Out as covered in Article 13.01.

In the event that a casual employee, working in a bargaining unit position, is hired to fill that position on a full-time basis, the period of time they worked on the casual basis in the position shall be applied toward the probationary period for evaluation purposes only. The date of appointment to full-time employment shall serve as the anniversary date for the employee.

3.04 - NO OTHER AGREEMENT

No written or verbal agreement between an employee and the employer or his representative shall be entered into without prior discussion with the union.

3.05 - MEETINGS

Employees required to attend evening meetings, as noted in their Job Descriptions shall choose to be reimbursed, for each approved meeting attended for a minimum of three (3) hours as per either of;

- (a) Article 17.01 - Overtime, or
- (b) For each hour a credit of one hour can be banked to a maximum of forty-nine (49) hours which, consistent with the requirements of the employer and subject to advance notice by the employee, can be taken as time off at times mutually acceptable to both parties with the stipulation that the time off be taken in 1/2 day increments.

NOTE

An employee with time banked during the calendar year and not taken by December 1st of that year must:

- (i) accept payment as per Article 17.01 - Overtime, or
- (ii) schedule the time off to be taken prior to December 31st. However, if the employee, through no cause of the employer, fails to take his time off then the credits are lost.
- (iii) an employee may carry over up to a maximum of two (2) days of banked time provided that those days are scheduled prior to December 31st as time off and taken in the first two months of the next year.

However, if the employee, through no cause of the employer fails to take the time off as scheduled then the credits are lost.

SEE LETTER OF UNDERSTANDING ATTACHED AT END OF CONTRACT - TIME WILL BE BANKED AT TIME AND ONE HALF

4.01 - COERCION

The union and the City agree that neither party will intimidate or coerce employees into or out of membership in the Union.

4.02 - RESTRICTION OF CERTAIN UNION ACTIVITIES DURING WORKING HOURS

The union agrees that membership solicitation and other union activities not pertaining to this Agreement will not take place during working hours or on the premises of the employer or on any work project that the employer may be engaged in unless approved by the employer, except as provided for in this Collective Agreement, which shall include:

- (a) An orientation meeting with all new employees of the City whose positions are within the bargaining unit. Such meeting to take place on the day of induction for a period not exceeding one-half (1/2) hour.
- (b) Such union meeting as may be required to keep the membership fully and properly informed; these to take place outside regular working hours, so as not to cause conflict with the regular working day.

4.03 - NO STRIKES

In recognition of the employer's responsibility to serve the interests and welfare of the public, it is agreed that employees shall assist in carrying out the employer's business at all times as required by the employer. It is further agreed that disputes which may arise between the employer and its employees will be dealt with in an orderly manner without interruption of service to the public. The union and the employer agree, therefore, that during the term of this Agreement, there shall be no strike or other cessation of work, as defined in the Labour Relations Act.

4.04 - ILLEGAL STRIKE

The union recognizes the right of the employer to discharge or otherwise discipline employees who instigate an illegal strike between the employer and the union, or who, with the intent of actively supporting or assisting in an illegal strike, participate thereto.

4.05 - OBSERVATION OF PROVISIONS OF AGREEMENT

The union and employer recognize and accept the provisions of this Agreement as binding upon themselves and each of their duly authorized officers or representatives. Union and employer pledge that they and each of their duly authorized officers or representatives will observe the provisions of this Agreement.

5.01 - CHECK-OFF PAYMENTS

The employer agrees to deduct from every employee, whether a member or non-member of the union, any monthly dues or assessment levied in accordance with the union by-laws and owing by him to the union. Union membership fees are solely a matter between the employee(s) and the union and will not form part of this check-off arrangement or be of any consideration to an employee's continuing employment with the employer.

5.02 - DEDUCTIONS

Deductions shall be made from the first payroll period of each month and shall be forwarded to the Secretary Treasurer of the union not later than the fifteenth day of the month following, accompanied by a list of all employees from whose wages the deductions have been made.

5.03 - DUES RECEIPTS

At the same time that Income Tax (T-4) slips are made available, the Employer shall show the amount of union dues paid by each Union member in the previous year.

6.01 - LIST OF EMPLOYEES

The employer agrees to provide the union, upon request, with a list of all employees under the jurisdiction of the union indicating the position of each employee and their salary classification.

6.02 - UNION NOTIFICATION

The union shall be notified within ten (10) working days of Council's approval of all matters affecting employees except those matters dealt with by Council in-camera.

7.01 - NEW EMPLOYEES

The employer agrees to acquaint new employees with the fact that a union agreement is in effect and ~~with~~ the conditions of employment set out in the provisions of this Agreement.

7.02 - COPIES OF AGREEMENT

All employees, including new employees, shall be presented with a copy of the Agreement by the employer on commencement of employment, said copies to be supplied by the employer. The printing costs of this Agreement are to be equally shared by the employer and the union.

NOTE - In-House printing to be used if possible

1 - 1 ESP 1E

All correspondence between the parties arising out of this Agreement, or incidental thereof, shall pass to and from the Director of Human Resources for the City of Gloucester and the Secretary of the Union.

8.02 - BARGAINING COMMITTEE

For the purpose of collective bargaining as provided in this Agreement both the union and the employer shall appoint a Bargaining Committee with the view of amending or renewing the collective agreement. The Bargaining Committee for the union and the employer shall not exceed five (5) members each. The union will advise the employer of the union nominees to the Committee, and the employer will advise the union of the employer nominees to the Committee.

8.03 - REPRESENTATIVES OF THE EMPLOYER AND THE UNION

The employer and the union may, at any time, have the assistance of any professional advisor or any other representative of its choice when dealing or negotiating with each other.

8.04 - MEETING OF COMMITTEE

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, but in no event shall the meeting be held longer than ten (10) working days after the request for such a meeting has been made.

8.05 - TIME OFF FOR MEETINGS

The employer agrees that employees designated as members of the Bargaining Committee or a Grievance Committee shall be granted reasonable time off with pay for attendance at a negotiation and/or grievance meeting. It is understood that such time off with pay will be for normal working days only, and under no condition will overtime, vacation, statutory holidays, or any other form of premium payment apply.

8.06 - OFFICE ACCOMMODATION

The City shall provide the Union with reasonable private office accommodation.

8.07 - MEETING ROOM

The employer agrees to provide the Union with the use of a meeting room, sufficient in size, on the Corporation's premises, to be used after normal business hours for the purpose of keeping its membership informed. The choice of the location for the meeting room shall be the Union's. The provision of the meeting room will be at no cost to the Union and will be limited to a maximum of ten (10) occasions during a calendar year. Use of a meeting room beyond the ten (10) occasions provided for shall be in accordance with the Corporation's "City Hall Rooms Policy" as amended from time to time and the Union must pay the applicable fees.

9.01 - ELECTION OF STEWARDS

In order to provide an orderly and speedy procedure for the settling of grievances, the employer acknowledges the right of the union to appoint or elect Stewards whose duties shall be to assist any employee who the Stewards represents, in preparing and in presenting his/her grievance in accordance with the Grievance Procedure.

The Union recognizes that each Steward is employed to perform full-time work for the Employer.

9.02 - CHIEF STEWARD

The departments covered by each Steward shall be listed in a letter from the union to the employer. One Steward will be appointed as Chief Steward.

9.03 - NAMES OF STEWARDS

The union shall notify the employer in writing of the name of each Steward and the department(s) he/she represents and the name of the Chief Steward, before the employer shall be required to recognize him/her.

9.04 - GRIEVANCE COMMITTEE

The employer agrees to recognize a Grievance Committee consisting of the President, Recording Secretary and two Stewards.

9.05 - PERMISSION TO LEAVE WORK

The union recognizes that each Steward is employed to perform full-time work for the employer and that the Steward will not leave work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave work without obtaining the permission of his/her supervisor, which permission shall not be unjustly withheld. Wherever reasonably possible, when a steward returns to his/her job, Stewards shall make efforts to advise his/her supervisor.

9.06 - SETTLING OF GRIEVANCES

DEFINITION OF GRIEVANCES

(i) **INDIVIDUAL GRIEVANCE**

An individual grievance shall be a grievance involving an alleged violation of the application of the collective agreement or the working conditions as contained herein. Such grievance shall be submitted at Step 1 of the grievance procedure within ten (10) working days of:

- (a) the incident, or
- (b) notification of the incident giving rise of the grievance.

(ii) **POLICY GRIEVANCE**

A policy grievance shall be a grievance involving a question of general application or interpretation of the collective agreement. Such a grievance shall be signed by the chief steward or designate and will be submitted at Step 4 of the grievance procedure within fourteen (14) working days of the occurrence of the incident giving rise of the grievance.

(iii) GROUP GRIEVANCE

A group grievance shall be a grievance involving the application or alleged violation of the collective agreement and where such application effects two (2) or more employees. In such a case the grievance shall be submitted at Step 2 of the grievance procedure and shall be signed whenever possible by all the employees so effected.

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

- STEP 1 The aggrieved employee(s) shall submit the grievance, in writing, to the Employee(s) steward within the time limits mentioned in 9.06 (i), (ii) or (iii) above.
- STEP 2 If the steward considers the grievance to be justified, the employee(s) concerned, together with his steward, shall, within five (5) working days, seek to settle the dispute with the employee's supervisor.
- STEP 3 Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the employee(s) concerned, together with the Chief Steward, will submit to the Department Head, within an additional five (5) working days, a written statement of the particulars of the grievance and the redress sought. The Department Head shall render his/her decision within a further five (5) working days after receipt of such notice.
- STEP 4 Failing settlement being reached in Step 3, the employee(s) concerned, together with the Grievance Committee, shall submit the grievance, within fourteen (14) working days, to the City Manager, or the "Acting" City Manager or to the Director of Human Resources, who shall render a decision within fourteen (14) working days after receipt of such notice.
- STEP 5 Failing a satisfactory settlement being reached in Step 4, the Union may refer the dispute to arbitration on giving five (5) working days notice, in writing to the employer. The Union must advise the employer of their intention to proceed to arbitration within forty (40) working days of their receipt of the City Manager's, or the designee's decision in Step 4.

The above time limits may be extended by mutual agreement in the respective steps.

9.07 - GRIEVANCE ON SAFETY

It is the responsibility of the employee to immediately advise his/her supervisor of any possible unsafe working condition. Alternatively, the employee may advise his/her Steward of the alleged unsafe working condition wherein it becomes the Steward's responsibility to immediately inform the appropriate supervisor. Failing satisfactory settlement, a grievance shall be submitted under Article 9.06.

9.08 - HARASSMENT GRIEVANCE

If an employee feels that he/she has been harassed, he/she may submit a grievance commencing at Step 4 of the Grievance Procedure (Article 9.06). The definition for harassment shall be consistent with the policy adopted by the Corporation on February 09, 1993.

9.09 - FACILITIES FOR GRIEVANCE MEETINGS

Unless otherwise agreed, grievance meetings shall be held on the premises of the employer

9.10 - SUPPLEMENTARY AGREEMENTS

Signed supplementary agreements, if any, shall form part of this Agreement, and are subject to the Grievance and Arbitration Procedures.

9.11 - GRIEVANCE PROCEDURE

The parties agree that wherever possible individual grievances shall be signed by the griever.

10.01 - SELECTION OF ARBITRATION BOARD

When a grievance is submitted to arbitration, the Union shall advise the employer, and such advice shall be made by registered mail addressed to the employer indicating the name of its nominee as well as the name(s) of a proposed Chairman of the Arbitration Board, Within five (5) working days thereafter the employer shall answer by registered mail, indicating its nominee, as well as either acceptance of the proposed Chairman or the name(s) of an alternate Chairman.

The Employer and the Local recognize the right of either party to refer a grievance to a single arbitrator in accordance with Section 48 of the Labour Relations Act of Ontario. If either party opts for this alternative, it will advise the other party in writing of its intention in accordance with the time limits specified in Step 5 of the Grievance Procedure.

10.02 - FAILURE TO AGREE ON CHAIRMAN OF BOARD OF ARBITRATION

If the parties cannot agree on a Chairman of the Board of Arbitration within ten (10) working days of the last notice described in 10.01 above, either party may request the Minister of Labour to appoint a Chairman.

10.03 - ARBITRATION PROCEDURE

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to the Board. The Board shall commence the proceedings as soon as possible after its appointment. They shall hear and determine the differences of the allegation and render a decision as soon as possible.

10.04 - DECISION OF THE BOARD

The decision of the majority shall be the decision of the Board, and shall be final and binding and enforceable on all parties, but in no event shall the Board have the power to change this Agreement or to alter, modify or amend any of its provisions.

10.05 - EXPENSES OF THE BOARD

Each party shall pay one-half of the fees and expenses of the Chairman as well as the fees and expenses of their respective nominee.

10.06 - AMENDING OF TIME LIMITS

The time limits fixed in the Grievance, Arbitration, and Notice of Changes articles of this agreement may be extended by the consent of both parties.

10.07 - WITNESSES

At any stage of the grievance or arbitration procedure; the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses.

10.08 - ALTERNATE ARBITRATION PROCEDURE

The employer and the union recognize the right of either party to refer a grievance to a single Arbitrator in accordance with Section 49 of the Labour Relations Act. If either party exercises this alternative, it will advise the other party in writing of its intention in accordance with the time limits specified in Step 5 of the Grievance Procedure.

11.01 - WARNINGS

When an employee is reprimanded, he/she shall be notified of the reasons for dissatisfaction by the employer within fifteen (15) working days of the complaint. If the complaint is of such a nature that failure to remedy the complaint will result in disciplinary action, then the notice shall be made in writing to the employee.

Any warnings placed on an employee's file(s), shall be removed eighteen (18) months following the date of the warning. Any warnings which have expired as noted above shall not be relied upon by the employer and shall be removed upon discovery by the employer or employee.

11.02 - DISCIPLINE AND SUSPENSION

When an employee is disciplined or suspended, he/she shall be given the reason by the employer. Prior to any punitive action, the employer shall provide the employee in question with a letter from the Chief Steward, advising the employee of his/her right to union representation. The employee may be accompanied by his/her Steward to any meetings with the employer, on this matter. If the discipline results in a suspension, the employee and the Union shall be advised in writing within three (3) working days by the Employer of the reasons for and the duration of such suspension.

Disciplinary actions placed on an employee's file(s) shall be removed eighteen (18) months following the date of the disciplinary action. Should the disciplinary action be forwarded to Arbitration, the Arbitration Board may make a ruling upholding the City's action giving rise to the Arbitration or reverse the City's action consistent with the powers of the Board of Arbitration. Should the matter be referred to Arbitration the time limits set out herein shall not restrict either party's ability to present any documents before the Board. Any disciplinary actions which have expired as noted above shall not be relied upon by the employer and shall be removed upon discovery by the employer or employee.

11.03 - DISCHARGE PROCEDURE

In the event of an employee being discharged, such employee and the union shall be advised in writing by the employer or designate of the reasons for such discharge within three (3) days of the discharge.

11.04 - UNJUST SUSPENSION OR DISCHARGE

An employee considered by the union to be wrongfully or unjustly discharged or suspended may submit a grievance, in writing, at Step 4 of Article 9.06 within fourteen (14) days of the notification of the discharge or suspension,

An employee who has been judged to have been unjustly suspended or discharged shall be immediately reinstated in his/her former position without loss of seniority. The employee shall be compensated for time lost at the rate of pay applicable at the time of the discharge or suspension, including any increases that may have occurred during this period, or by any other arrangements as to reinstatement or compensation which is just and equitable in the opinion of the Board of Arbitration, or as otherwise mutually agreed between the employer and the union.

12.01 - SENIORITY DEFINED

Seniority is defined as the length of service with the Corporation. Provided an employee has the required qualifications and ability, seniority shall be a major factor in determining such things as promotions, transfers, demotions, layoffs and recalls.

12.02 - PROBATION FOR NEWLY HIRED EMPLOYEES

Newly hired employees shall be on a probationary basis for a period of a minimum of six (6) months from the date of hiring. This probationary period may be extended by an additional three (3) months if mutually agreed between the employer and the union. During the probationary period, an employee shall be entitled to all rights and benefits of this Agreement, except with respect to discharge.

The employment of such employee may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment.

12.03 - LOSS OF SENIORITY

- (a) An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, a layoff of less than twelve (12) months or leave of absence approved by the employer.

An employee shall only lose his/her seniority in the event the employee:

1. is discharged for just cause and is not reinstated;
2. resigns;
3. is laid off for a period exceeding twelve (12) consecutive months;
4. is absent from work in excess of two (2) working days without notifying the employer in which case it will be deemed to be a voluntary resignation, unless such notice was not reasonably possible;
5. fails to return to work within ten (10) working days following a layoff and after being notified by registered mail to do so, unless unable due to sickness or other just cause.

- (b) Seniority shall not accumulate for individuals who are permanently disabled or who are on LTD for a period of two (2) years or greater.

NOTE It shall be the responsibility of the employee to keep the employer, via the Human Resources Department, informed of his/her current address.

12.04 - SENIORITY LIST

On June 1 of each year, the employer agrees to provide an up to date seniority list to the Secretary of the Union indicating names, addresses, classifications and date of hire of each employee in the bargaining unit.

12.05 - TRANSFERS OUTSIDE OF BARGAINING UNIT

No employee shall be transferred outside the bargaining unit without his/her consent.

13.01 - RESTRICTIONS ON CONTRACTING OUT

In order to provide job security for members of the bargaining unit the employer agrees that work or services presently being performed by members of the bargaining unit shall only be contracted out on the following two conditions:

- (a) no member of the bargaining unit will suffer a reduction in salary as the result of such contracting out;
- (b) no member of the bargaining unit will suffer a job loss as the result of such contracting out.

13.02 - ELIMINATION OF PRESENT JOB CLASSIFICATION

Existing classifications shall not be eliminated without prior consultation with the union followed by a formal notification by the employer.

"Prior Consultation" shall mean a meeting between two (2) union representatives as selected by the Executive of the union, and two (2) management representatives, as selected by the City Manager.

The employer shall use best efforts to find suitable alternative employment for any employee whose classification has been eliminated.

13.03 - DOWNWARD RECLASSIFICATION

When a position has been reclassified downward the salary of the employee in the reclassified position will be fixed until the job rate for the position exceeds the fixed salary of the incumbent -- provided however, that if the employee is classified below the job rate in the salary scale, and as a result of an annual performance appraisal, has, in the opinion of the Deputy City Manager, performed at a level to warrant a merit increment, such increment will be recommended.

13.04 - DEFINITION OF TECHNOLOGICAL CHANGE

Technological change means the introduction within the bargaining unit by the Employer of a permanent change in equipment or material different from the equipment or material previously used by the Employer, or a change in the manner in which the Employer carries out the work resulting from the introduction of such equipment or material.

In particular this definition does not include minor modifications to existing equipment and will not be considered contracting out by the employer.

13.05 - JOB PROTECTION DUE TO TECHNOLOGICAL CHANGE

- (i) If as a result of technological change, a bargaining unit employee does not possess the required technological skills, the employer shall endeavour to retrain the incumbent employee.
- (ii) The employee shall be provided with appropriate technological training, as determined by the employer, for not less than 20 working days. Training beyond the 20 day minimum shall be at the employer's discretion.
- (iii) If the employee is unwilling to undertake appropriate training as referred to above the employee's employment will be terminated.
- (iv) If the employee proves unsatisfactory following a reasonable training period as noted above the employer shall endeavour to reassign or relocate the employee to a vacant bargaining unit position, for which the employee possesses the necessary qualifications.
- (v) If a vacant bargaining unit position does exist for which the employee possesses the necessary qualifications the employee shall be relocated or reassigned to the vacant position. The employer shall not be required to post the vacant position in accordance with Article 14.01.

In the event that the vacant position as noted above is at a lower pay scale, the employee shall be "red-circled" at their current salary and shall suffer no reduction of salary as a result of technological change. Further, the employee shall be entitled to fifty (50) percent ('4)of any negotiated increases until such time as those employees in the same job classification as is noted above, have reached the same rate of pay as the employee affected by the technological change, after which the employee shall be entitled to full negotiated increases

- (vi) If a vacant bargaining unit position does not exist for which the employee possesses the necessary qualifications the employee shall be considered laid off in accordance with Article 15.01.

14.01 - JOB POSTINGS

When a vacancy occurs or a new position is created inside the Bargaining Unit, the Employer shall post notices on all bulletin boards for a period of not less than one week prior to the filling of the position, in order that all members will know about the position and be able to make written application thereof. The job posting shall include position title, department, duties, qualifications, hours of work, salary and applicable dates. Furthermore, the Employer shall inform all successful candidates of their ranking. The foregoing is not applicable if the new position is the result of a reclassification of a position with an incumbent involved or if a laid off employee is recalled into a new or vacated position, in accordance with Article 15.02. A laid off employee will be notified by registered mail of the recall. It is the responsibility of the laid off employee to notify the employer of any changes in address. The employer must receive confirmation that the laid off employee wishes to accept the recall within ten (10) working days (Saturday and Sunday excluded) from the date of receipt of the ACKNOWLEDGMENT OF RECEIPT of the letter of recall.

14.02 - JOB ADVANCEMENT

Both parties recognize the desirability where possible of:

1. Promotion within the service of the Employer.
2. Job advancement based on job performance, possession of required qualifications and length of service.
3. In cases of promotion requiring higher qualification or certification, the Employer shall give due consideration to the senior Employee who does not possess the required qualifications, but is preparing for qualification prior to filling of a vacancy.
4. The Employer shall discuss with the Employee the possibility of future job advancement once the Employee reaches the end of his/her classification group.
5. A complaint or grievance arising from a job advancement shall be submitted at Step 1 of Article 9.06 within fourteen (14) days of the complaint or grievance.

14.03 - TRIAL PERIOD

Any employee who changes his/her job or job classification shall be placed on trial for a period of three (3) consecutive months. This period may be extended by an additional three (3) months by mutual agreement between the employee and the employer. Conditional upon satisfactory service, during the trial period, the employee shall be declared permanent in the new position. In the event the employee proves unsatisfactory in the new position the employee shall be returned to his/her former job or job classification without loss of seniority and at the appropriate rate of pay. Any other employee affected shall also be returned to his/her former job or job classification without loss of seniority and at the appropriate rate of pay. It is further understood that this trial period is not a training period. During the trial, the employee may voluntarily return to the position formerly occupied, without loss of seniority, providing such voluntary return occurs within four (4) weeks of the beginning of the trial period.

14.04 - REPOSTING OF POSITION

Where an employee who is employed during either, a Probationary Period as per Article 12.02 or a Trial Period as per Article 14.03 is unsuccessful in the position for which the Employee was hired or bid too, the Employer will not be obliged to re-post such positions. The Employer will endeavour to fill the position with the next highest ranked candidate as per Article 14.01.

15.01 - ROLE OF SENIORITY IN LAYOFFS

Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of layoff, an employee may choose to displace another employee with lesser seniority within the same or at a lower group level provided he/she has the required qualifications and ability to do the work. In the event an employee is unable to find a suitable position due to being displaced, the employee shall be considered laid off.

15.02 - RECALL PROCEDURE

Laid off employees shall be recalled in the order of their seniority, provided they have the required qualifications and ability to do the work available. It is further understood that in the event of such a recall the employee will be paid at the rate applicable for the job to which he/she is recalled.

Employees shall maintain right to recall for a period of eighteen (18) months following layoff.

15.03 - ADVANCE NOTICE OF LAYOFF

The employer shall notify the employees who are to be laid off one (1) month in advance of such layoff with a copy to the Union.

15.04 - CONTINUATION OF BENEFITS

In all cases involving a layoff the Employer agrees to continue to pay the full benefits for health and welfare plans as per Articles 25.02, 25.03 and 25.04 for employees so affected until the end of the second calendar month of layoff.

15.05 - GRIEVANCES OF LAYOFFS

Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 4 of Article 9.06 and be submitted in writing within fourteen (14) working days of the notice of layoff given.

16.01 - WORK WEEK

The five-day, thirty-five (35) hour work week shall prevail.

16.02 - HOURS OF WORK

(i) The work week shall be from Monday to Friday and the normal hours of work shall commence at 8:30 am and finish at 4:30 pm.

(ii) Employees working staggered hours prior to May 4, 1978, may continue to do so solely at the discretion of the Deputy City Manager.

(iii) With the Recreation, Parks and Culture Department, only:

At the discretion of the Commissioner the employees in the positions of Recreation Consultant and Planner I (Recreation) may work block hours.

Block hours are defined as the equivalent to seven (7) hours per day times the number of days in a determinate period of time.

(iv) Where mutual advantages are evident and where both parties concur, alternative work schedules may be implemented on a trial basis. These alternative working arrangements may, however, be terminated by the parties according to the termination arrangements agreed upon. The Guidelines affixed to this Collective Agreement are intended to serve the parties in the drafting of separate Job Sharing or Compressed Work Week arrangements. Any of the terms contained in the Guidelines may be amended, deleted or added to with the agreement of the Employer and the Union.

16.03 - SUMMER HOURS

During the summer months the normal hours of work shall commence at 8:00 am and finish at 4:00 pm. Summer hours shall commence on Victoria Day and end on Labour Day.

16.04 - MEAL PERIODS

Meal periods will be one hour's duration and there shall be a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

16.05 - HOURS OF WORK FOR BY-LAW ENFORCEMENT OFFICERS

- (1) The work week, for By-Law Enforcement Officers, shall be from Sunday to Saturday (seven days) subject to the following:
 - (a) seven (7) hour day;
 - (b) 35 hour work week - anything exceeding the above shall be deemed to be overtime as specified in Articles 17.01 and 17.03;
 - (c) standard shifts shall be from 0600 to 1400 (early shift), 0800 to 1600 (day shift) or 1300 to 2100 (evening shift). Weekend shifts shall be on Saturday and/or Sunday 0800 to 1600. Meal periods shall be as specified in Article 16.04;
 - (d) if the City assumes control of the Taxi by-law in 1994, there shall be an evening shift on Saturday only - 1600 to 2400. Officers required to work this shift will be paid a shift premium of \$0.65 per hour.

- (2) Wherever possible, shift patterns, starting and quitting times in effect as of the date of the ratification of this Agreement shall be maintained for the life of this Agreement.

The Employer and/or Employees shall be entitled to alter the patterns, starting and quitting times upon mutual agreement between both parties (including the union).

- (3) Officers shall not be required to work more than seven (7) consecutive days. Officers shall be entitled to a minimum of two (2) days off after completing any shift cycle (i.e. consecutive days worked on shift)

- (4) Full time officers shall not be required to work on Statutory Holidays as specified in Article 18.01.

- (5) Shift schedules shall be prepared a minimum of three months in advance (i.e. prepare 4 months in advance and update every month thereafter).

16.06 - BY-LAW ON-CALL WINTER OPERATIONS

- (1) On-call shall be defined as compensation received by an employee as a result of the employee being available on a stand-by basis outside of the employee's normal working hours. Officers shall be placed on-call from November 15 through April 15. On-call schedules shall be prepared in accordance with Article 16.05 (5).

- (2) An officer placed on-call shall be entitled to receive ninety dollars (\$90.00) per week for the period while on-call. Officers shall not be required to be on-call for more than seven (7) consecutive days. Officers shall be entitled to a minimum of seven (7) days off after completing an on-call cycle.
- (3) When an Officer has been called in to work while on-call Minimum Call Back Time, Article 17.03 shall apply. Article 17.01 shall apply after the first three (3) hours worked while on-call.
- (4) All officers whose names have been posted on-call shall be paid the on-call rate. The Employer agrees to assign the on-call list by rotation and by seniority.
- (5) Wherever possible, the officer(s) placed on the evening shift as specified in Article 16.05 ((1)(c)), shall be the officer(s) placed on-call.
- (6) Officers placed on-call shall be provided with a city vehicle in accordance with the Corporate City Vehicle Policy.

16.07 - HOURS OF WORK FOR CUSTOMER SERVICE STAFF ORLEANS RECREATION COMPLEX AND COORDINATORS, AQUATICS

- (i) The work week for Customer Service Staff (ORC) and Coordinators Aquatics (ORC), shall be from Sunday to Saturday (seven days) subject to the following:
 - (a) seven (7) hour day;
 - (b) thirty-five (35) hour work week. Hours in excess of this shall be considered overtime as specified in Article(s) 17.01 and 17.03;
 - (c) standard shift for Customer Service Staff (ORC) positions shall be from 0600 to 1400 hours (early shift), 0900 to 1700 hours (day shift) or 1430 to 2230 hours (evening shift), Monday to Friday. Weekend shifts shall be on Saturday and/or Sunday 0745 to 1545 hours. Meal periods shall be as specified in Article 16.04. There shall be a shift premium of \$0.65 per hour paid to employees working the evening shift.
 - (d) standard shifts for Coordinators, Aquatics shall be as per Article 16.07 (ii).
- (ii) Wherever possible, shift patterns, starting and quitting times in effect as of the date of the ratification of this agreement, shall be maintained for the life of this agreement.

The Employer and/or Employees shall be entitled to alter the patterns, starting and quitting times upon mutual agreement between the Employer, Employees and the Union. It is agreed by all parties that no reasonable request will be refused.
- (iii) These Employees shall not be required to work more than seven (7) consecutive days. Employees shall be entitled to a minimum of two (2) days off after completing any shift cycle.

- (iv) Employees shall not be required to work on statutory holidays as specified in Article 18.01. The only exception shall be when an employee is scheduled to work the early shift as specified in Article 16.07 (i)(c) or any shift as specified in 16.07 (i)(d). In such cases the employee shall have the option of being paid for the holiday plus overtime at time and one-half, or being paid for the holiday and scheduling another day off at a time mutually agreed upon by the employer and employee.
- (v) Shift schedules shall be prepared a minimum of three (3) months in advance (i.e. prepared four (4) months in advance and update every month thereafter).

16.08 - BLOCK HOURS PROVISION FOR IT POSITIONS (MIS DIVISION)

For purposes of this article, Block Hours shall only be as defined below and not as defined in any other articles.

For new employees hired by the employer, in the positions listed below, after April 12, 1999, the following shall apply:

Position List: Help Desk Coordinator, Help Desk Analyst, Unix NT System Administrator, Unix Application Specialist, or Coordinator, Network Administration.

- (I) **At** the discretion of the Director, MIS, and subject to this article, employees in the positions noted above, may be required to work Block Hours on the following basis only:
 - a) Seven (7) consecutive hours per day, thirty-five (35) hour work week, five (5) day work week;
 - b) Anything in excess of the above shall be considered overtime as specified in Article(s) 17.01 and 17.03;
 - c) Block Hour patterns shall be established by the Director, MIS and prepared a minimum of three (3) months in advance (i.e. prepared four (4) months in advance and updated every month thereafter);
 - d) Block Hours shall not be established in such a way as to avoid paying overtime when more than seven (7) consecutive hours is worked;
 - e) Subject to articles 17.01 and 17.03, in order to provide consistency, employees shall be entitled to a minimum of twelve (12) hours off after completing a seven (7) hour day.

The parties agree that employees hired by the employer, prior to April 12, 1999 shall not be required to work Block Hours as provided for in this article, unless mutually agreed upon by the parties to this agreement. It is further agreed that employees hired prior to April 12, 1999 shall not be excluded from competing for any of the positions listed in this article, nor shall they be denied the position based solely on their desire not to work Block Hours.

Notwithstanding the above, this article shall not affect any articles of this agreement.

17.01 - OVERTIME

No employee shall work overtime unless authorized by the Head of the Department or Department Head designate. Overtime is defined as time in excess of seven (7) hours per day or thirty-five (35) hours per week. Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's regular rate. Additionally, all time worked on paid Holidays (Article 18.01) shall be considered as overtime.

17.02 - NO LAYOFF TO COMPENSATE FOR OVERTIME

Employees shall not be laid off during regular hours to equalize overtime work.

17.03 - MINIMUM CALLBACK TIME

An employee who is called in after returning home and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at the overtime rate.

17.04 - OVERTIME LIMIT

No employee will work in excess of one hundred (100) overtime hours per year unless agreed to between the employee, his/her supervisor and the Deputy City Manager and approved by the City Manager.

17.05 - MEAL ALLOWANCE

When an employee is authorized to work three or more overtime hours continuous with the regular working day, the employee will be reimbursed for a meal cost in accordance with the current approved Corporate Policy.

18.01 - PAID HOLIDAYS

The employer recognizes the following as paid holidays:

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

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

18.02 - COMPENSATION FOR HOLIDAYS FALLING ON WEEKENDS

When any of the above noted paid holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day(s) then the next regular work day(s) shall be deemed to be the holiday, with the exception of Remembrance Day which will be observed on a day established by mutual agreement.

18.03 - COMPENSATION FOR HOLIDAYS FALLING ON SCHEDULED DAYS OFF

When any of the holidays noted in Article 18.01 falls on an employee's scheduled day off, the employee shall receive a regularly scheduled work day off with pay at a time mutually agreed upon between the employee and the employer.

19.01 - LENGTH OF VACATION

Employees shall receive an annual vacation with pay, earned on the following length of continuous service basis:

- less than 9 years (108 months) of continuous service;
 - 3 weeks per year to accrue at the rate of $1 \frac{1}{4}$ (1.25) days per calendar month;
- nine years (108 months) but less than fourteen years (168 months) of continuous service;
 - 4 weeks per year to accrue at the rate of $1 \frac{2}{3}$ (1.67) days per calendar month;
- fourteen years (168 months) or more of continuous service;
 - 5 weeks per year to accrue at the rate of $2 \frac{1}{12}$ (2.083) days per calendar month;

For the purpose of vacation entitlement, calculation of vacation credits shall commence on the date of employment of an employee and shall continue, provided the employee is on duty or on paid sick leave. Employees will be permitted to accrue a maximum of one year's vacation entitlement. Any vacation credits exceeding one year's entitlement remaining unused at December 31st in any year shall be lost.

- (i) When an employee's services are terminated any salary overpayment resulting from the use of unearned annual leave shall be recovered from the employee by the employer;
- (ii) For employees entitled to more than ten (10) working days annual vacation, ten (10) working days must be taken consecutively. Additional vacation days may be taken in broken periods subject to scheduling with approval of the supervisor;
- (iii) An employee earns, but is not entitled to receive vacation leave with pay during his/her probation period;
- (iv) Vacation leave shall be taken at a time mutually agreed upon by the employee and his/her department head. Employees hired prior to July 16, 1979, who have taken vacation in advance, shall be permitted to continue to do so.

19.02 - COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULE

When any of the holidays noted in Article 18.01 fall or are observed during an employee's vacation, that day(s) shall not be deducted from his/her vacation entitlement.

19.03 - CALCULATION OF VACATION PAY

Vacation pay shall be at the rate effective immediately prior to the vacation period provided that the employee has been in the position for a period of three months or more prior to the vacation period and returns to the position following the vacation period,

19.04 - VACATION PAY ON TERMINATION

An employee terminating employment at any time in his/her vacation year, before taking vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

19.05 - APPROVED LEAVE OF ABSENCE DURING VACATION

In the event an employee is hospitalized during the employee's annual vacation, and provided he/she has sufficient sick leave credits, there shall be no deduction from his/her vacation credits for the period of hospitalization, provided the employee supplies the employer with adequate proof of such hospitalization.

The above may also apply in the event of a serious illness or accident which does not require hospitalization, subject to a review and approval by the employee's Deputy City Manager and the Director of Human Resources.

20.01 - SHORT TERM DISABILITY PLAN (SICK LEAVE)

All full time permanent employees who are absent from work and who are unable to perform their duties due to non-occupational illness or injury shall be entitled to income protection in accordance with the following schedule with all benefits to continue.

The eighty-five (85) days of sick leave entitlement will be automatically renewed annually on the employee's service date provided that in the event of non-occupational illness or injury, the employee has returned to work and can demonstrate the ability to perform the normal duties and responsibilities of the position. An employee may be required to produce a medical certificate from a qualified medical practitioner for this purpose.

LENGTH OF WEEKS OF CONTINUOUS SERVICE	FULL SALARY (DAYS)		NO. OF WEEKS AT 75% AND (DAYS)	
Less than 3 months	0	(0)	0	(0)
3 months but less than 6 months	0	(0)	17	(85)
6 months but less than 1 year	1	(5)	16	(80)
1 year but less than 2 years	2	(10)	15	(75)
2 years but less than 3 years	3	(15)	14	(70)
3 years but less than 4 years	4	(20)	13	(65)
4 years but less than 5 years	5	(25)	12	(60)
5 years but less than 6 years	7	(35)	10	(50)
6 years but less than 7 years	9	(45)	8	(40)
7 years but less than 8 years	11	(55)	6	(30)
8 years but less than 9 years	13	(65)	4	(20)
9 years but less than 10 years	15	(75)	2	(10)
10 years and over	17	(85)	0	(0)

20.02 - PROOF OF ILLNESS OR INJURY

An employee may be required to produce a medical certificate from a qualified medical practitioner for any absence, due to non-occupational illness or injury, in excess of three (3) consecutive working days certifying that such employee is unable to carry out his/her duties. An employee with more than seven (7) days of absence in any year may be required to undergo a medical examination.

20.03 - ABSENCE

For the purpose of the short-term disability plan, approved absence for less than a half (1/2) day shall not be counted. Approved absence for a half (1/2) day or more and less than a full (1) day shall count as a half (1/2) day.

20.04 - RECORDS

Any Employee is to have access, on application to the Head, Employee Wellness and Benefits, to his/her sick leave records.

20.05 - SPECIAL SICK LEAVE

Where a situation occurs in any employee's family, due to an illness or hospitalization, which necessitates the employee's absence from work, the employee shall be allowed to take up to five (5) days sick leave per year, Family members shall be as specified in Article 23.08.

20.06 - APPOINTMENTS

Employees will be permitted a maximum of fourteen (14) hours per calendar year, non-cumulative, for attendance at any medical, dental or personal appointments. Requests for such time must be submitted in writing to the employee's supervisor for approval. Such leave shall not be unreasonably withheld. Such leave shall not be deducted from any other leave(s) covered by this agreement.

21.01 - JOB DESCRIPTION

The employer agrees to draw up job descriptions for all employees. New employees will be presented a copy of the job description for their position at the time of hire and will acknowledge receipt by signing the original copy which shall remain in the Human Resources Department. All changes to existing job descriptions shall be sent to the employee and the union upon the employer's approval of changes. When an existing job description is changed the incumbent employee will be advised of the changes by his/her supervisor and acknowledge that he/she has read the changes by signing the original copy of the revised job description which shall then be forwarded to the Human Resources Department. Job descriptions for new positions within CUPE shall be presented to the union three (3) working days prior to posting.

22.01 - ANNUAL INCREMENTS

Each salary scale is divided into increment levels in accordance with Appendix B and for new employees hiring will normally be at the "A" level.

The Deputy City Manager's recommendation for an increment will be implemented by the Treasurer upon approval and authorization of the City Manager or the City Manager's designate.

Any increment may be denied to an employee. Where an increment is denied the employee shall be notified in writing of the reason(s) within twenty (20) working days of his/her increment date.

22.02 - INCREMENT DATE

Increments will be based on the anniversary *of* commencement of employment with the Municipality, or the anniversary of any subsequent reclassification. Where a position has been reclassified without change in duties or responsibilities, the increment date will not change.

Where an employee has been granted leave of absence without pay for a period exceeding thirty (30) days in any one year, the increment date will be adjusted accordingly.

23.01 - UNION LEAVE

Upon a request from the Union, a leave of absence without pay and without loss of seniority may be granted to employees elected or appointed by the Union to perform Union duties, subject to operational requirements. Such leave shall not be unreasonably withheld.

Upon request to the Employer, an employee granted leave under this article shall be granted leave with pay and benefits, not to exceed five (5) consecutive working days, at any one time. However, the Union shall reimburse the Employer for all pay during the period *of* leave.

Upon request from the Union, and subject to operational requirements, the President or Vice-President of the Union shall be granted leave with pay and benefits to attend conventions, educational sessions, or training administered by the Canadian Union of Public Employees, the Ontario Federation of Labour or the Canadian Labour Congress for a maximum five (5) consecutive days at any one time and a combined overall maximum of ten (10) days per calendar year (both president and Vice-president). Such leave shall not be unreasonably withheld. Such leave listed herein shall not affect other leave entitlements provided under Article 23.01

23.02 - PREGNANCY LEAVE

- (a) Employees who are pregnant and who have been employed with the Employer for at least thirteen (13) weeks prior to the expected date *of* birth are entitled to take a pregnancy leave without pay and without loss of service, seniority or benefits. The pregnancy leave is for a seventeen (17) week period commencing on the date requested by the mother to commence leave or the date of birth (whichever is first).

- (b) Employees taking pregnancy leave must provide at least three (3) weeks written notice to the employer advising of the anticipated date that the leave is to begin. The date chosen for commencing leave must be no more than seventeen (17) weeks prior to the expected date of birth as confirmed by the woman's physician.
- (c) In the event of complications with the pregnancy or because of the birth, still birth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping work, provide written notice to the employer of the date the pregnancy leave will begin or has begun. The employee shall provide the employer with a certificate from their physician stating the expected birth date of the child.
- (d) The pregnancy leave of an employee ends seventeen (17) weeks after the pregnancy leave began. If the employee wishes to return to work earlier, the employee shall provide the employer with at least four (4) weeks written notice of the date of return. Employees may not return to work earlier than six (6) weeks from the date of delivery, still birth or miscarriage.

23.03 - PARENTAL AND ADOPTIVE LEAVE

- (a) An employee who has been in the employ of the employer for at least thirteen (13) weeks and who is the parent of a child is entitled to take an unpaid parental leave without loss of seniority or benefits for up to eighteen (18) weeks following , the birth of the child; or the coming of the child into the custody, care and control of a parent for the first time. The term "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (b) The employee must give the employer at least three (3) weeks written notice of the anticipated date the leave is to begin. In the event that an employee who is a parent stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, the employee must within two (2) weeks of stopping work provide the employer with written notice of the date the parental leave began. The parental leave begins on the date that the employee stopped working.
- (c) Employees who have taken a pregnancy leave and who **also** desire to parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- (d) Spouses who wish to take a parental leave must commence such leave no more than thirty-five (35) weeks after the day the child was born.
- (e) Adoptive parents may commence parental leave when the child comes into the custody and control of the parent.
- (f) Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.

23.04 - GENERAL PROVISIONS APPLICABLE TO PREGNANCY AND PARENTAL LEAVES

- (a) An employee who has given notice to begin pregnancy, parental or adoption leave may change the notice to begin leave upon giving the employer at least two (2) weeks written notice.
- (b) An employee who has given notice to end leave may change the notice to an earlier date upon giving the employer at least four (4) weeks written notice before the earlier date.
- (c) Employees are entitled during pregnancy and parental leave to continue participation in the benefit plans which they participated in prior to taking the leave. The employer shall continue to make the employer's contributions unless the employee gives the employer written notice that the employee does not intend to pay the employee's contributions during the leave period, in which case such benefits would cease.
- (d) Employees shall be reinstated following return from pregnancy or parental/adoptive leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the employer.
- (e) In the event the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee when and if the operations resume in accordance with the recall procedure set out in Article 15.02 of this Agreement.
- (f) The Employer may in its sole discretion extend any unpaid pregnancy, paternity/adoptive leave as it deems fit to a maximum of twenty-four (24) consecutive months including the legislative leave entitlements.

In the event that legislative leave entitlements exceed twenty-four (24) months, the legislative leaves shall prevail.

Prior to employing a casual employee to perform the duties of the temporarily vacated bargaining unit position, or subsequent vacancy as a result of posting the initial vacancy as noted in this agreement, the employer shall adhere to the Letter of Understanding #6 pertaining to postings (page 40 - 1997 Collective Agreement). Provided that the temporary vacancy is not filled by a bargaining unit employee, the employer shall be entitled to utilize a casual employee, without requiring an extension as per Article 3.03, up to the maximum extension listed within this Article. All other provisions pertaining to casuals included in this agreement shall prevail.

23.05 - FAMILY LEAVE

An employee shall be allowed leave of absence with pay and without loss of seniority as per the following:

- (a) three (3) days for the birth or adoption of that employee's child;
- (b) one (1) day for the employee's marriage;
- (c) one (1) day for the moving of the employee's household.

23.06 - PAID JURY OR COURT WITNESS DUTY LEAVE

The employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

23.07 - EDUCATION ALLOWANCE

The employer shall pay for all approved courses of study. If satisfactory completion is not achieved, the employer will be reimbursed payment for such courses by the employee. Time off without loss of seniority and with or without pay or by any other mutual agreement between the employer and the employee may be granted to employees for a course duly approved by the employer. If required, time off with pay may be granted to write examinations for approved courses. In keeping with this clause and in order to facilitate the further education of municipal employees, the employer has approved and will maintain a training and development policy.

23.08 - BEREAVEMENT LEAVE

In the event of a death in the family an employee shall be granted leave without loss of pay, on the following basis:

- four (4) days for a parent, spouse, spouse's parent, brother, sister or child;
- three (3) days for a grandparent, spouse's grandparent;
- one (1) day for a brother-in-law or sister-in-law.

Requests, with the supervisor's recommendation, should be forwarded to the Deputy City Manager for approval. Travelling time of up to two (2) days may be permitted at the discretion of the Employer.

23.09 - GENERAL LEAVE

The employer may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause.

If such leave of absence is without pay and is for more than twenty (20) working days, all benefits, including but not limited to annual leave, sick leave, leave for holidays, family leave, bereavement leave, all group insurance benefits and OMERS shall be suspended or adjusted for the period of such leave of absence.

24.01 - PAY DAYS

The employer shall pay salaries and wages on alternate Thursdays in accordance with Appendix "B" attached hereto and forming part of this Agreement. On each pay day employees shall be provided, itemized statements of their wages and deductions, in a sealed envelope.

24.02 - MILEAGE ALLOWANCE

Mileage rates paid to employees using their own vehicle for the employer shall be paid in accordance with the employer's Corporate mileage allowance as amended.

Travel allowance - Employees will be reimbursed for legitimate and approved expenses incurred as a result of travel while on official municipal business or approved training and development events in accordance with current approved Corporate policy.

24.03 - VACATION PAY

Provided that the employee has given at least twenty (20) working days written notice to the Payroll Division, an employee may receive on the last pay day preceding commencement of his/her annual vacation, any pay cheques which that employee would be entitled to receive during the vacation period. Employees will be allowed this option once during each calendar year.

24.04 - PAY DURING TEMPORARY TRANSFERS

If an employee is authorized to temporarily assume the majority of duties, including the principle elements of a higher paying position for more than fifteen (15) working days, he/she will be paid at the higher rate which will not be less than five (5) percent more than his/her present rate, except in situations where the employee is being trained to fill the higher position. Such pay to be effective from the first day of assumption. In cases where it is not possible to determine the duration of temporary assumption of all duties in advance, and when the period exceeds fifteen (15) days, the increased compensation will be retroactive to the date the employee first assumed the duties of the higher paying position.

24.05 - WORKERS' COMPENSATION

If an employee is absent from work as a result of a compensable accident or illness, the Employer shall, during such absence:

- (a) advance to the employee on his/her regular pay day an amount equal to that which the Workplace Safety Insurance Board is expected to issue as compensation for time lost during the respective pay period, on the condition that the amount payable by Workplace Safety Insurance Board will be paid to the Employer and the former amount will be adjusted, if necessary, to equal the latter, and;
- (b) pay to the employee on his/her regular pay day an amount which, when added to the advance shown in paragraph (a), will yield to the employee an amount equal to his/her normal net take-home pay after all appropriate deductions have been made. Deductions for income tax and unemployment insurance will be based on the employer-paid portion of the employee's pay. All other deductions will be based on the employee's normal gross pay.

The payments mentioned in (a) and (b) above shall not be made in respect of any absence resulting from an injury or illness for which a permanent disability pension or award is paid by the Workplace Safety Insurance Board. The payments mentioned in (a) and (b) above shall be paid for a maximum period of time not to exceed one (1) year. However, this time period may be extended by the Employer after review of the employee's medical circumstances.

25.01 - ONTARIO MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM - BASIC

The employer agrees to pay fifty (50) percent of the prescribed rate into the Ontario Municipal Employees' Retirement System. All employees must participate in this plan and eligibility for participation is on the following basis:

- (a) full-time employees, upon commencing employment;
- (b) the employer will transfer pension credits where possible for an employee who, upon written application transfers from a recognized pension scheme.

Employees who are in receipt of an OMERS Disability Pension or who are in receipt of an early OMERS retirement pension prior to Normal Retirement Age 65 may be allowed to continue the following employer-paid insurance coverage to age 65 provided the employee is able to satisfy all insurability requirements:

- Basic Group Life Insurance;
- Basic Group A.D.&D. Insurance;
- Semi-Private Hospital and Major medical Insurance;
- Vision Care Insurance;
- Dental Care Insurance.

25.02 - HEALTH CARE

All full-time permanent employees shall receive compulsory, supplementary health insurance, providing benefits for semi-private hospital accommodation and major medical plan. The cost of the monthly premium payments of this plan will be 100% paid by the Employer, New employees may be required to produce satisfactory evidence of insurability. The contract covering the Health Care Plan shall form an Appendix to this Agreement.

The cost of the monthly premium payments of the Vision Care Plan will be 100% paid by the Employer, which will provide reimbursement to employees and eligible dependents for prescription eyewear up to one hundred and seventy-five dollars (\$175.00) in any twenty-four (24) month period.

25.03 - DENTAL CARE

All full-time permanent employees of the Municipality, from commencement of employment, are covered by a compulsory Dental Plan, unless the necessary waiver card is signed establishing the employee has similar coverage through his/her spouse's employer. The contract covering the Dental Plan shall form an Appendix to this Agreement. The cost of the monthly premium payments of this plan will be 100% paid by the Employer. Effective July 1, 1987, the employer agrees to add the Major Restorative (50% co-insurance) option to the present basic dental plan coverage.

Reimbursement of eligible dental expenses will be based on the current year's Ontario Dental Association (O.D.A.) Fee Schedule.

25.04 - LIFE INSURANCE

All full-time permanent employees of the Municipality, from commencement of employment, are covered by a compulsory Group Life Insurance Plan. The contract covering the Group Life Insurance Plan shall form an Appendix to this Agreement. The cost of the monthly premium payments of this plan will be 100% paid by the Employer. New employees may be required to produce satisfactory evidence of insurability.

25.05 - LUNG TERM DISABILITY PLAN

All full-time permanent employees of the Municipality, from commencement of employment, are covered by a compulsory Group Long Term Disability Plan. The cost of the monthly premium payments of this plan will be 100% paid by the Employer. The contract covering the Group Long Term Disability Plan shall form an Appendix to this Agreement.

New employees may be required to produce satisfactory evidence of insurability.

The employer shall pay, for a period of two (2) years, from the commencement of receipt of long term disability benefits 100% of the monthly premium costs for:

- Basic Group Life Insurance;
- Basic Group Accidental Death and Dismemberment Insurance;
- Semi-Private Hospital and Major Medical Insurance;
- Vision Care Insurance;
- Dental Care Insurance.

Whether or not such person is considered to be an employee during such two (2) year period, provided that such person was participating in the above-noted benefits prior to the date of disability.

25.06 - PAY FOR INJURED EMPLOYEES

An employee who is injured during working hours in the performance of his duties and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her rate of pay without deductions from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

25.07 - TRANSPORTATION OF ACCIDENT VICTIMS

Transportation to the nearest physician or hospital for employees injured while in the performance of duties for the employer and requiring medical care as the result of an accident shall be at the expense of the employer.

25.08 - SAFETY EQUIPMENT

The employer will continue to provide, at no cost to the employee, such items of protective clothing, equipment and devices as have been provided to date. Any other items required under the provisions of "Bill 208" will be provided by the Employer.

The Employer will provide Inspectors, once a year, with an amount of one hundred dollars (\$100.00), including tax, to be applied to the purchase of C.S.A./U.L. approved safety footwear.

25.09 - UNIFORMS FOR BY-LAW ENFORCEMENT OFFICERS

The employer agrees to Provide uniforms for the By-Law Enforcement Officers in accordance with the list provided in Appendix "E".

26.01 - BULLETIN BOARDS

The employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the union may post notices of meetings and such other notices as may be of interest to the employees.

26.02 - PLURAL OR FEMININE TERMS MAY APPLY

Whenever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

27.01 - CONTINUANCE OF ACQUIRED RIGHTS

It is understood and agreed that all provisions herein are subject to applicable laws now or hereafter in effect. If any law now existing, or hereafter enacted, or proclamation, or regulation shall invalidate any portion of this Agreement, or if there is any amalgamation, annexation, merger or other structural change of a Municipal organization, the entire Agreement, however, shall not be invalidated and the existing rights, privileges and obligations of the employer and employees covered by this Agreement remain in existence and either hereto upon notice to the other, may reopen for negotiation this present Agreement, but such reopened negotiations shall be limited to matters affected by the matters herein specifically set forth.

28.01 - DURATION OF AGREEMENT

This agreement shall be binding and shall remain in effect from January 1, 1999 to December 31, 2000 and shall continue from year to year thereafter unless either party gives the other party notice in writing at least sixty (60) days prior to December 31st, in any year that it desires its termination or amendment.

Effective January 1, 1994, (and unless otherwise mutually agreed by both parties) the Coopers and Lybrand/City of Gloucester JE Plan under the SPT will be implemented.

28.02 - CHANGES IN AGREEMENT

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

28.03 - NOTICE OF CHANGES

Either party desiring to propose changes or amendments to this Agreement shall, between the period of sixty (60) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within ten (10) working days of receipt of such notice, a mutually agreeable date for commencement of negotiations will be set.


The notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agree.

28.04 - AGREEMENT TO CONTINUE IN FORCE

Where such a notice requests revisions only, both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and, if negotiations extend beyond the termination date of the Agreement, the Agreement shall continue in full force and effective through conciliation proceedings and other time limits as provided in the Ontario Labour Relations Act.

SIGNED THIS 20th day of April, 1999

On behalf of C.U.P.E., Local 1525;



President

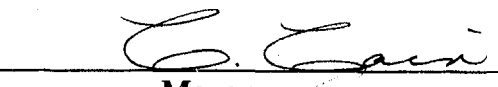


Secretary

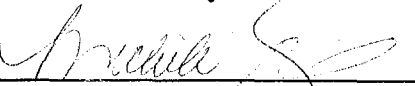


National Representative

On behalf of the Corporation of the
City of Gloucester



Mayor



City Clerk

BY-LAW NO. 80 OF 1999 ENACTED ON April 12th, 1999

LETTER OF UNDERSTANDING #1

BETWEEN

THE CITY OF GLOUCESTER

AND

CUPE LOCAL 1525

The parties agree that a sub-committee of the Bargaining Committee will be formed during the term of this agreement for the purpose of reviewing the Classifications listed in Appendix "A" for the purpose of making corrections to Classification Titles.

Signed and dated the 20th day of APRIL, 1999.



Michael Gold
For **the** Union

[Signature]
For the City of Gloucester

LETTER OF UNDERSTANDING #2

BETWEEN

THE CITY OF GLOUCESTER


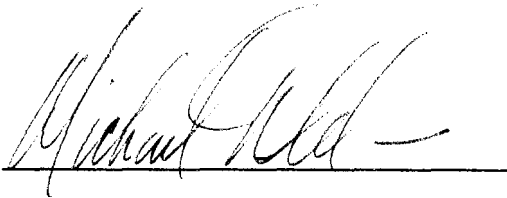
AND

CUPE LOCAL 1525

The parties agree that notwithstanding any other Article in the Collective Agreement, that for the life of this Agreement all Employees of the Corporation who are a member of CUPE Local 1525 may bank overtime hours under the following conditions:

- (1) All overtime must be approved by the Employees' immediate non-union supervisor or designate prior to the working of such overtime.
- (2) The Employee upon approval by such supervisor, will be entitled to bank such overtime, to be taken as time off, at the rate at which it is earned.
- (3) The maximum number of hours any Employee is allowed to accumulate at any one time is forty-nine (49).
- (4) Banked time will be taken at a time mutually agreed to by the Employee and the Employee's non-union supervisor.
- (5) Subject to the above, overtime that is to be paid out shall be paid in the calendar year in which it is earned. Banked overtime not scheduled to be taken as time off prior to December 31st in any year must be scheduled and taken as time off by June 1st of the following calendar year. If the banked time carried over is not taken as time off, the time shall be lost. Such leave shall not be unreasonably withheld.

Signed and dated the 20th day of APRIL, 1999.



For the Union

For the City of Gloucester

LETTER OF UNDERSTANDING #3

BETWEEN

THE CITY OF GLOUCESTER

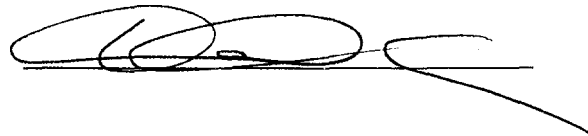
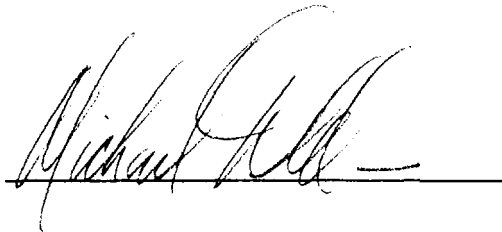
AND

CUPE, LOCAL 1525

The parties agree that for the period from the date of ratification by the parties of this Letter of Understanding until May 31, 2000, there shall be no layoffs of employees who are members of the bargaining unit represented by CUPE, Local 1525.

This Letter of Understanding expires May 31, 2000.

Signed and dated the 10th day of April, 1999



For the Union

For the City of Gloucester

LETTER OF UNDERSTANDING #4

BETWEEN

**THE CORPORATION OF THE CITY
OF GLOUCESTER** (the "Corporation" or the "City")

and

CUPE LOCAL 1525 (the "union")

(also collectively referred to as "the parties")

The parties generally support the principle of promotion from within and commit to the following process:

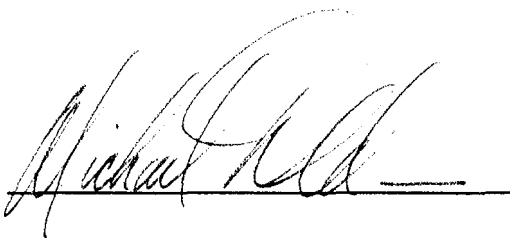
1. Postings for all CUPE bargaining unit positions shall contain the minimum qualifications as contained in the approved job description.
2. For internal postings involving CUPE bargaining unit positions, job postings shall contain the following language:

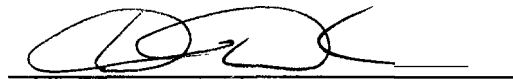
"This posting is open to employees of the Corporation. First consideration and priority shall be given to members of the CUPE bargaining unit".

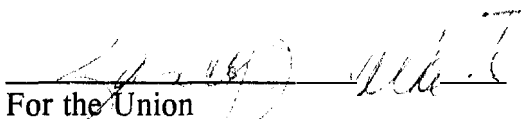
Only after giving first consideration and priority to CUPE applicants will consideration be given to other City of Gloucester employees who may have applied. Only upon giving first consideration to City of Gloucester employees will the Corporation post/advertise external to the Corporation.

3. Selections to the positions posted in paragraph two (2) above shall be according to Article 12.01 of the collective agreement.

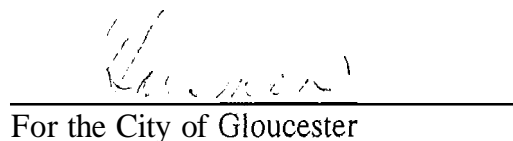
Signed this 20th day of April, 1999 at the City of Gloucester.







For the Union



For the City of Gloucester

LETTER OF UNDERSTANDING #5

BETWEEN

**THE CORPORATION OF THE CITY
OF GLOUCESTER (the "Corporation" or the "City")**

and

CUPE LOCAL 1525 (the "union")

(also collectively referred to as "the parties")

The parties to this agreement recognize that from time to time casual employees are required to work in areas covered by the current bargaining unit description of CUPE Local 1525.

In recognition of these situations, the parties agree to structuring a process whereby casual employees may perform bargaining unit work within the terms of Article 3.03 (ii) of the Collective Agreement.

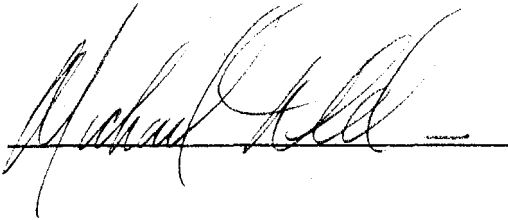
For purposes of this Letter of Agreement, casual employees are defined as casual, temporary, contract and any other employees who work 35 hours/week for periods of up to twelve (12) months performing bargaining unit work and shall be referred to herein as "casual".

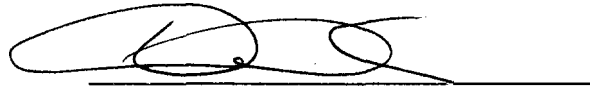
The parties to this collective agreement agree that:

1. Casual employee shall not be considered part of the bargaining unit except as set out in this Letter of Understanding. Entitlement to some of the provisions of the collective agreement in specified circumstances is addressed in paragraph 3 below.
2. Where the Corporation proposes to use casual employees on a supernumerary bases (i.e., as an extra pair of hands to perform CUPE bargaining unit work), the Corporation agrees to post the job requirement where the requirement is expected to be for six consecutive months or more. Where a casual employee is employed to perform the job requirements, the casual employee shall be paid at no less than the temporary wage scale established solely by the Corporation. Where a CUPE bargaining unit employee is the successful applicant, the position temporarily vacated by the CUPE bargaining unit employee shall be posted where the Corporation determines that the bargaining unit vacancy must be filled on a temporary basis. The Corporation is not required to post any other resulting vacancies.

3. Where a casual employee is employed for the purpose of relieving in a full-time permanent employee's position (i.e., Parental/Paternity Leave, L.T.D., Sick Leave, extended vacation, etc.) such casual employee shall be paid within the same pay grade as the employee they are replacing. Such casual employee shall pay union dues upon commencing employment in the position and be entitled to only those articles of the collective agreement in accordance with the terms of the attached Appendix "A".
4. Casual employees employed for reasons other than those specified in paragraph (3) above shall not be considered part of the bargaining unit.
5. Subject to Article 3.03 (ii) of the Collective Agreement, at no time will the Corporation use a casual employee to perform the duties of an assignment to a bargaining unit position other than under the terms of the three (3) Letters of Understanding numbered 4, 5 & 6.

Signed this *20th* day of *APRIL*, 1999, at the City of Gloucester.





For the Union

For the City of Gloucester

APPENDIX "A"

Casual employees addressed in paragraph (3) above shall not be covered by the following articles of the Collective Agreement:

Article 11.02, 11.03, 11.04

EXCEPT FOR THE FOLLOWING ITEMS

Article 12 in its entirety

Article 13 in its entirety

Article 14 in its entirety

Article 15 in its entirety

Article 16:05 **(4)**

Article 17:01, 17:03

Overtime pay for casuals shall occur only after thirty-five (35) hours worked.

Article 18:01

Casual employees shall be entitled to only those statutory holidays listed in the Employment Standards Act. (New Years Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day). Pay for working such statutory holidays shall conform to the Employment Standards Act.

Article 18:02, 18.03

These articles will be applicable to those holidays as listed in Article 18.01 herein.

Article 19 in its entirety

Casual employees may be entitled to vacation time at the discretion of the supervisor.

Article 20 in its entirety

Article 21 in its entirety

Article 22 in its entirety

Article 23:02, 23.03, 23.04

Casual employees shall be entitled to Pregnancy/Parental Leave as per the Employment Standards Act.

Article 23:05, 23.07, 23.09

Except as noted below.

"23:05" - One (1) day for the birth of the employee's child.

Article 24:03 and 25.05

Article 25 in its entirety

Except for 25.06 and 25.07.

It is recognized that casual employees are eligible to enrol in OMERS provided they meet the rules and regulations prescribed by OMERS.

The employer agrees to provide uniforms for those casual employees employed as By-Law Enforcement Officers as deemed appropriate by the supervisor and in consultation with the employee.

Casual employees employed in circumstances identified in paragraph (3) above shall have access to the grievance procedure in respect only of articles other than those listed in this appendix. Casual employees will have no access to the grievance procedure in respect to the articles listed in this Appendix.

Casual employees hired in circumstances specified in paragraph (3) above shall also be covered by the following terms and conditions:

- (i) the casual employee shall accrue seniority for the purpose of job posting only upon completion of six (6) months of employment; and
- (ii) casual employees mentioned in (i) above shall be entitled to apply for and be considered for job postings in a manner consistent with the manner in which other employees of the Corporation outside the bargaining unit are considered.

LETTER OF UNDERSTANDING #6

BETWEEN

**THE CORPORATIOX OF THE CITY
OF GLOUCESTER (the "Corporation" or the "City")**

and

CUPE LOCAL 1525 (the "union")

(also collectively referred to as "the parties")

The parties to this Agreement generally support the principle of promotion from within and specifically the ability to temporarily move to a position outside the bargaining unit. The parties hereby set out the conditions under which members of CUPE Local 1525 may, from time to time, temporarily transfer to positions outside the bargaining unit.

It is understood by the parties that the necessity to post or not to post an excluded position that is temporarily vacant is not subject to the terms of the collective agreement in whole or in part. It is further understood that the decision by management as to the successful candidate to a temporarily vacant excluded position is not subject to the terms of the collective agreement in whole or in part.

The parties agree to the following process:

1. Where the Corporation appoints an employee to temporarily act in an excluded position for a period of up to six (**6**) months, the Corporation shall select the individual and advise the Union prior to placing the employee in the position if the employee selected is a member of the bargaining unit.

Upon the completion of the temporary assignment, the employee shall return to his/her regular position. Any other employees moved as a result of this temporary assignment shall each return to his/her regular position.

No employee shall be appointed involuntarily.

2. Where the Corporation requires the services of an employee to temporarily act in an excluded position of a period of six (**6**) months or more, the Corporation shall post such vacancy internal to the Corporation for one (1) week so that all interested employees may apply.

Where a CUPE bargaining unit position is vacated temporarily and the Corporation determines that the duties of the temporarily vacant position must be performed for six months or more, the job vacancy shall be posted internal to the Corporation. Where the successful applicant is an employee within the bargaining unit, that resulting vacancy will be posted, if filled for any period of time. The Corporation is not required to post any other resulting vacancy(ies) in the bargaining unit, should the Corporation decide to fill such vacancy(ies).

Upon completion of the temporary assignment(s), the affected employee(s) shall return to his/her/their regular position(s).

3. Subject to paragraph (8) below, where the Corporation determines that a temporarily vacant bargaining unit position is to be filled on a temporary basis for a period of four (4) months or more, such vacancy shall be posted.

The Corporation is not required to post any other resulting vacancy(ies) in the bargaining unit should the Corporation decide to fill such vacancy(ies). Upon completion of the temporary assignment(s), the affected employee(s) shall return to his/her/their regular position(s).

4. In all cases referred to above, the normal compensation process will apply.
5. As temporary movement within the Corporation is a benefit to both the employer and the employee in areas such as on-job-training, career enhancement, a more versatile work force, skills enhancement, etc., the employer will consider skills and abilities to do the job and not necessarily the required qualifications as contained in the job description in determining the successful candidate. For the staffing of a bargaining unit position on a temporary basis for a period of four (4) months or more, the senior bargaining unit employee who has the skills and abilities for the position as set out in the job description and, where required for the performance of the job during the temporary period, the minimum qualifications or equivalencies thereof for the position as set out in the job description, shall be appointed.
6. No advertising external to the Corporation shall occur until the applications of the internal bargaining unit employees have been duly considered.

7. Resulting vacancies for CUPE bargaining unit positions posted internally shall contain the following language:

"This position is open to employees of the Corporation. First consideration and priority shall be given to members of the CUPE bargaining unit".

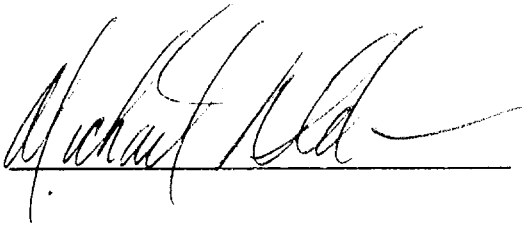
8. In situations involving illness or injury, the Corporation may appoint an employee for a period of up to four (4) months. If this temporary appointment goes beyond four (4) months, the Corporation and the union will meet to discuss the situation. Unless the parties agree to mutually extend the appointment, and in the event the Corporation determines that the appointment will continue to be filled, the Corporation will post the position.

9. At no time will a temporary position within the bargaining unit last longer than twelve (12) months unless extended by mutual agreement of the parties. In order to accommodate a bargaining unit employee on leave for medical reasons extending beyond twelve (12) months, the Union will not refuse such an extension.

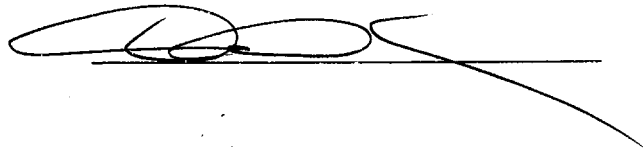
10. In all cases where an employee who is a member of CUPE is temporarily acting in an excluded position, the accrual of seniority shall be frozen, and the payment of union dues shall cease as of the first day in such position. The accrual of seniority and the payment of dues shall resume upon the employee returning to his/her bargaining unit position.

11. In all cases, the time limits contained herein may be extended by mutual agreement of the parties.

Signed this 20th day of April, 1999, at the City of Gloucester.



For the Union



For the City of Gloucester

JOB TITLES - CUPE (AS OF APRIL 1999)**APPENDIX A**

GROUP	JOB TITLE
U20	NO JOBS CURRENTLY EVALUATED IN THIS BAND
U19	CO-ORDINATOR, INFRASTRUCTURE APPROVALS CO-ORDINATOR, NETWORK PROJECTS CO-ORDINATOR, RECREATION - SPECIAL NEEDS INSPECTOR III PLANNER III UNIX APPLICATION SPECIALIST UNIX / NT SYSTEMS ADMINISTRATOR
U18	CO-ORDINATOR, HELP DESK CO-ORDINATOR, NETWORK ADMINISTRATION CO-ORDINATOR, RECREATION CO-ORDINATOR, SCHEDULES & EVENTS CO-ORDINATOR, SYSTEMS ADMINISTRATION CO-ORDINATOR, SYSTEMS SUPPORT CO-ORDINATOR, TELECOMMUNICATIONS HELP DESK ANALYST INSPECTOR II PLANNER II PLANS EXAMINER III TECHNICIAN IV TECHNOLOGIST III
U17	CLERK VII CO-ORDINATOR, AQUATICS FINANCE OFFICER II MUNICIPAL STANDARDS OFFICER PLANNER I PLANS EXAMINER II PROPERTY STANDARDS OFFICER TECHNOLOGIST II ZONING OFFICER
U16	ADMIN SUPPORT VI ASSESSMENT OFFICER BUYER II CLERK VI FINANCE OFFICER I TECHNICIAN II TECHNOLOGIST I
U15	ADMIN SUPPORT V CLERK V DRAFTSPERSON II TECHNICIAN I
U14	ADMIN SUPPORT IV BUYER I CLERK IV
U13	ADMIN SUPPORT III CLERK III
U12	ADMIN SUPPORT II CLERK II
U11	CLERK I

NOTE: Job classifications are subject to change as a result of job evaluation deliberations

**C.U.P.E. LOCAL 1525
1999 SALARY GRID
GROUPS U11-20
35-HOUR WORK WEEK**

ECONOMIC ADJUSTMENT: 2.25%
EFFECTIVE DATE - JANUARY 8, 1999

BY-LAW # 80 OF 1999

GROUP/STEP	A	B	C	D	E
U-20	26.63 1,864 48,467	27.96 1,957 50,887	29.30 2,051 53,326	30.63 2,144 55,747	31.95 2,237 58,149
U-19	23.93 1,675 43,553	25.13 1,759 45,737	26.31 1,842 47,884	27.53 1,927 50,105	28.71 2,010 52,252
U-18	21.70 1,519 39,494	22.79 1,595 41,478	23.88 1,672 43,462	24.95 1,747 45,409	26.04 1,823 47,393
U-17	19.90 1,393 36,218	20.89 1,462 38,020	21.88 1,532 39,822	22.87 1,601 41,623	23.88 1,672 43,462
U-16	18.30 1,281 33,306	19.53 1,367 35,545	20.76 1,453 37,783	21.97 1,538 39,985	
U-15	17.02 1,191 30,976	18.16 1,271 33,051	19.29 1,350 35,108	20.42 1,429 37,164	
U-14	15.77 1,104 28,701	16.82 1,177 30,612	17.87 1,251 32,523	18.92 1,324 34,434	
U-13	14.55 1,019 26,481	15.52 1,086 28,246	16.49 1,154 30,012	17.44 1,221 31,741	
U-12	13.37 936 24,333	14.70 1,029 26,754	16.05 1,124 29,211		
U-11	12.46 872 22,677	13.71 960 24,952	14.96 1,047 27,227		

The hourly rate is the official base rate;
the bi-weekly and annual rates are presented for information only,

NOTE: A \$500.00 signing bonus to each full-time employee who is a member, at the date of ratification (April 12/99), upon the signing of the 1999/2000 Collective Agreement.

**C.U.P.E. LOCAL 1525
2000 SALARY GRID
GROUPS U11-20
35-HOUR WORK WEEK**

ECONOMIC ADJUSTMENT: 2.25%
EFFECTIVE DATE - JANUARY 7, 2000

BY-LAW # 80 OF 1999

GROUP/STEP	A	B	C	D	E
U-20	27.23 1,906 49,559	28.59 2,001 52,034	29.96 2,097 54,527	31.32 2,192 57,002	32.67 2,287 59,459
U-19	24.47 1,713 44,535	25.70 1,799 46,774	26.90 1,883 48,958	28.15 1,971 51,233	29.36 2,055 53,435
U-18	22.19 1,553 40,386	23.30 1,631 42,406	24.42 1,709 44,444	25.51 1,786 46,428	26.63 1,864 48,467
U-17	20.35 1,425 37,037	21.36 1,495 38,875	22.37 1,566 40,713	23.38 1,637 42,552	24.42 1,709 44,444
U-16	18.71 1,310 34,052	19.97 1,398 36,345	21.23 1,486 38,639	22.46 1,572 40,877	
U-15	17.40 1,218 31,668	18.57 1,300 33,797	19.72 1,380 35,890	20.88 1,462 38,002	
U-14	16.12 1,128 29,338	17.20 1,204 31,304	18.27 1,279 33,251	19.35 1,355 35,217	
U-13	14.88 1,042 27,082	15.87 1,111 28,883	16.86 1,180 30,685	17.83 1,248 32,451	
U-12	13.67 957 24,879	15.03 1,052 27,355	16.41 1,149 29,866		
U-11	12.74 892 23,187	14.02 981 25,516	15.30 1,071 27,846		

The hourly rate is the official base rate;
the bi-weekly and annual rates are presented for information only.

APPENDIX "C"

CUPE LOCAL 1525/CITY OF GLOUCESTER

Guidelines for Drafting: Job Sharing Arrangements

Proposal That a program of job sharing be implemented within the City of Gloucester for CUPE Local 1525, positions with the premise that subject to the Employer's approval, all jobs within the bargaining unit can be shared.

Preamble The parties agree that by entering into this arrangement, it will be without prejudice to the collective agreement. This arrangement is intended as a response to the mutual advantages offered to the employer and to those employees within the bargaining unit of this Collective Agreement.

Job sharing shall be defined as two salaried employees sharing one job equally on a trial basis not to exceed six (6) months, however, with the mutual agreement, the trial period may be extended to twelve (12) months.

The following conditions shall apply to job sharing:

- (1) The job left open as a result of two employees sharing a job shall be advertised and filled in accordance with the job posting procedure. Where possible, this job shall be filled coincidental with the start of the trial.
- (2) Job sharing employees shall have the option to return to their former jobs at the same group and level upon the expiration of the trial period with seniority accumulated on a pro-rated basis. At that time, should the job sharing program be to the complete satisfaction of the Employer and the Employees in the job, the program will continue. The employees sharing the position will become permanent under this program. Notice of intent on the part of the employees shall be provided to the Deputy City Manager in writing at least 21 days prior to the expiration of the trial period.
- (3) Either party may terminate a trial prior to its expiration with 30 days written notice and employees will return to jobs as above.
- (4) It should also be noted that if this program is continued after the trial period according to the conditions above, and any of the employees wish to leave the employment of the City, that the other person sharing the job will return to work full-time or find another candidate suitable to the employer, should he/she wish to continue the program.

APPENDIX "C" - PAGE 2

- (5) The job sharing arrangement shall be reviewed and evaluated by representatives of the participants and the Deputy City Manager with respect to the continuance of the program a minimum of 30 days prior to the expiration of the trial period. If an agreement cannot be reached, the program may be forwarded to the Director of Human Resources for his review and recommendation. Neither party is bound by the recommendation and if agreement cannot be reached, the matter may be forwarded to the City Manager for a final decision.

BENEFIT ARRANGEMENTS - WHERE THE CONTRACTS (INSURANCE) ALLOW

Pension

The employer and the employee will continue to contribute according to the regulations of the OMERS Act and contributions will be based on the employee's earnings.

Unemployment Insurance

Employer/employee contributions will be based on governmental regulations.

Canada Pension Plan

Employer/employee contributions will be based on governmental regulations.

Annual Increment

An employee receiving an increment will be entitled to receive half of the normal salary increment to be granted for the position.

Extended Health Care

The employer will continue to provide extended health care including dental care and vision care and will contribute 50% of the monthly premiums.

Short Term Disability Plan

The Employer will continue to provide, on a pro-rated basis, short term disability income protection based on the job shared hours and earnings.

Long Term Disability Insurance

The Employer will continue, at no cost to the employee, LTD insurance coverage based on employee earnings.

APPENDIX "C" - PAGE 3

Group Life Insurance

The Employer will continue to provide at no cost to the employee, life insurance coverage as outlined in the Collective Agreement.

Statutory Holidays

When a statutory holiday occurs the job sharing salary for that week will be calculated on the actual time worked with the week, plus a payment equal to one half the pay the employee would be entitled to had he/she worked a full seven hour shift on the holiday.

Vacation Leave

The number of weeks of vacation leave shall be outlined in the Collective Agreement, Article 19.01, the entitlement, accumulation and usage shall be pro-rated to reflect the job sharing hours worked. Each employee will be entitled to earn, half of the monthly credits in accordance with length of continuous service with the employer.

Special Leave

Special leave will be 50% of that as outlined in the Collective Agreement. When possible, professional appointments such as medical, dental, legal and optical shall be arranged for time outside of normal job sharing hours.

Overtime

Overtime shall accrue after a total of 35 hours per week have been worked by one or both incumbents in total in a given week of work as outlined in Article 17.01 of the Collective Agreement.

APPENDIX "D"

CUPE LOCAL 1525/CITY OF GLOUCESTER

Guidelines for Drafting Compressed Work Week Arrangements

A. COMPRESSED WORK WEEK

(a) Definition of Compressed Work Week

When on a ten day rotating schedule the work week is compressed through working extra time per day, from ten days to nine days, with the tenth day a non-work day. This day is usually a Friday or a Monday.

(b) Implementation of the Compressed Work Week

To be implemented on a Department-wide basis, only after mutual agreement on the operation of the system is secured between the employees and their Supervisor and Department Head. Individual employees will have the option of participating within the system with no specific rate of participation being required. All proposed compressed work week arrangements will be reviewed by the Director of Human Resources and receive approval by the City Manager prior to implementation.

(c) Hours of Work, Daily and Weekly

- (i) The normal daily hours of work will consist of an extra 1/2 hour per day either in the afternoon during the summer hours or in the morning during the winter hours. Participating employees will forfeit one of their 15 minute breaks for a total of 45 extra minutes worked per day for nine days, On a schedule agreed upon by the employees and Department Head, the participating employees will then be entitled to take the 10th day as a non-work day.
- (ii) Employees shall make every reasonable attempt to schedule non-work related appointments to occur on their day off.
- (iii) Where unforeseen work related circumstances arise, the participants in the arrangement, upon request, will be expected to work on any scheduled days off. In such circumstances the non-work time entitlement shall be banked and rescheduled at a mutually agreed upon time.

APPENDIX "D" - PAGE 2

(d) Calculation of Days Off

- (i) In calculating compressed work week hours, statutory holidays shall be counted as seven (7) hours.
- (ii) Any absence for more than one (1) day during any nine (9) day period, for any reason, shall result in the loss of the non-work day for that period.
- (iii) If an employee is requested to work overtime on any day on which they are scheduled to work, the overtime shall accumulate after the work day requirements of the compressed work week have been met.
- (iv) Those individuals who participate in the block hours program under Article 16.02 (iii) of this agreement are not eligible to participate in the compressed work week program.
- (v) Any time off accumulated for meetings under Article 8.05 of the agreement shall not be taken consecutively with any time off under the compressed work week program,
- (vi) Employees shall continue to accumulate sick leave and vacation credits at the regular rate for non-work time taken.

(e) Review and Suspension Procedure

- (i) Compressed work week arrangements will be entered into on a maximum one (1) year trial period and may be extended by mutual agreement of both parties.
- (ii) Compressed work week arrangements shall be reviewed and evaluated by representatives of the participants and the Department Head with respect to the continuance of the program a minimum of four (4) weeks before expiration of the trial period. If an agreement cannot be reached the program may be forwarded to the Director of Human Resources for his review and recommendation. Neither party is bound by the recommendation and if agreement cannot be reached the matter may be forwarded to the City Manager for a decision. This decision is final.

- (iii) If the program is to be suspended, the cycle is completed so that all participants have been eligible for an equal number of non-work days.
- (iv) The program may be re-instituted under the procedure detailed in clause (b) of this paragraph.
- (v) Either party may terminate the trial period prior to its expiration with 30 days notice.

APPENDIX "E"

CUPE LOCAL 1525/CITY OF GLOUCESTER 3

Uniform Issue for Municipal Law Enforcement Officer

Initial issue as follows:

1. 2 pair trousers (winter weight)
2. 2 pair trousers (summer weight)
3. 3 short sleeve shirts
4. 3 long sleeve shirts
5. 2 clip-on ties
6. 1 hat (winter)
7. 1 pair uniform boots (black)
8. 1 pair safety boots
9. 1 winter parka
10. 1 spring/fall jacket (light weight)
11. 1 pair winter overshoes
12. 4 shoulder/epaulette slip-ons per officer

The above items will be replaced on an as needed basis subject to approval by management.

The employer agrees to reimburse officers for a one time per year dry cleaning cost of the parka.

ALPHABETICAL INDEX

TITLE

ARTICLE NO.

"A"

Absence	20.03
Advance Notice of Layoffs	15.03
Agreement to Continue in Force	28.04
Alternate Arbitration Procedure	10.08
Amending of Time Limits	10.06
Annual Increments	22.01
Appointments	20.06
Approved Leave of Absence During Vacation	19.05
Arbitration Procedure	10.03

"B"

Bargaining Committee	8.02
Bargaining Unit	3.01
Bereavement Leave	23.08
Block Hours Provision for IT Positions (MIS Division)	16.08
Bulletin Boards	26.01
By-Law On-Call Winter Operations	16.06

"C"

Calculation of Vacation Pay	19.03
Changes in Agreement	28.02
Check-Off Payments	5.01
Chief Steward	9.02
Coercion	4.01
Continuance of Acquired Rights	27.01
Continuation of Benefits	15.04
Copies of Agreement	7.02
Correspondence	8.01

"D"

Decision of Board	10.04
Deductions	5.02
Definition of Technological Change	13.04
Dental Care	25.03
Discharge Procedure	11.03
Discipline & Suspension	11.02
Downward Reclassification	13.03

ALPHABETICAL INDEX - PAGE 2

<u>TITLE</u>	<u>ARTICLE NO.</u>
Dues Receipts	5.03
Duration of Agreement	28.01
 <u>"E"</u>	
Education Allowance	23.07
Election of Stewards	9.01
Elimination of Present Job Classification(s)	13.02
Employee Definition	3.02
Expenses of the Board	10.05
 <u>"F"</u>	
Facilities for Grievance Meetings	9.09
Failure to Agree on Chairman	10.02
Family Leave	23.05
 <u>"G"</u>	
General Leave	23.09
General Provisions Applicable to Pregnancy & Parental Leaves	23.04
Grievance Committee	9.04
Grievances on Layoffs	15.05
Grievances on Safety	9.07
Grievance Procedures	9.11
Guidelines for Drafting Job Sharing Arrangements	Appendix C
Guidelines for Drafting Compressed Work Week	Appendix D
 <u>"H"</u>	
Harassment Grievance	9.08
Health Care	25.02
Holidays Falling on Scheduled Days Off	18.03
Holidays Falling on Weekend	18.02
Holidays Falling Within Vacation Schedule	19.02
Hours of Work	16.02
Hours of Work for By-Law Enforcement Officers	16.05
Hours of Work for Clerk III ORC & Assistant Pool Mgrs.	16.07

ALPHABETICAL INDEX - PAGE 3

TITLE

ARTICLE NO.

"I"

Illegal Strike	4.04
Increment Date	22.02

"J"

Job Advancement	14.02
Job Descriptions	21.01
Job Postings	14.01
Job Protection due to Technological Change	13.05

"L"

Length of Vacation	19.01
Life Insurance	25.04
List of Employees	6.01
Long Term Disability Plan	25.05
Loss of Seniority	12.03

"M"

Management Rights	2.01
Meal Allowance	17.05
Meal Periods	16.04
Meetings	3.05
Meeting of Committee	8.04
Meeting Room	8.07
Mileage Allowance	24.02
Minimum Call-Back Time	17.03
Municipal Elections	2.03

"N"

Names of Stewards	9.03
New Employees	7.01
No Discrimination	2.02
No Layoffs to Compensate for Overtime	17.02
No Other Agreement	3.04
No Strike	4.03
Notice of Changes	28.03

ALPHABETICAL INDEX - PAGE 4

<u>TITLE</u>	<u>ARTICLE NO.</u>
<u>"O"</u>	
Observance of Provisions of Agreement	4.05
Office Accommodation	8.06
Ontario Municipal Employees' Retirement System - Basic	25.01
Overtime	17.01
Overtime Limit	17.04
<u>"P"</u>	
Paid Holidays	18.01
Paid Jury or Court Witness Duty Leave	23.06
Parental and Adoptive Leave	23.03
Pay Days	24.01
Pay During Temporary Transfers	24.04
Pay for Injured Employees	25.06
Permission to Leave Work	9.05
Plural or Feminine Terms May Apply	26.02
Pregnancy Leave	23.02
Probation for New Employees	12.02
Proof of Illness or Injury	20.02
<u>"R"</u>	
Recall Procedure	15.02
Records	20.04
Re-Posting of Positions	14.04
Representatives of the Employer and Union	8.03
Restriction of Certain Union Activities	4.02
Restriction of Non-Union Workers	3.03
Restriction on Contracting Out	13.01
Role of Seniority in Layoffs	15.01
<u>"S"</u>	
Safety Equipment	25.08
Selection of Arbitration Board	10.01
Seniority Defined	12.01
Seniority List	12.04
Settling of Grievances	9.06
Short Term Disability Plan (Sick Leave)	20.01

ALPHABETICAL INDEX - PAGE 5

<u>TITLE</u>	<u>ARTICLE NO.</u>
Special Sick Leave	20.05
Supplementary Agreement	9.10
Summer Hours	16.03
<u>"T"</u>	
Time off for Meetings	8.05
Transfers Outside of Bargaining Unit	12.05
Transportation of Accident Victims	25.07
Trial Period	14.03
<u>"U"</u>	
Uniforms for By-Law Enforcement Officers	25.09
Union Leave	23.01
Union Notification	6.02
Unjust Suspension/Discharge	11.04
<u>"V"</u>	
Vacation Pay	24.03
Vacation Pay on Termination	19.04
<u>"W"</u>	
Warnings	11.01
Witnesses	10.07
Work Week	16.01
Workers' Compensation	24.05

LETTERS OF UNDERSTANDING #1 THROUGH #6 - PAGES 35 TO 43