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NUMBRE EMPLOYEES	AA

Collective Agreement

between

The Corporation of the City of Stoney Creek

and

The Canadian Union of Public Employees

Local 1220

Greg Roy, C.U.P.E. Local 1220, President

William F. Allcock, Chief Administrative Officer

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THIS AGREEMENT ENTERED INTO THIS 1ST DAY OF JANUARY, 1998

b e t w e e n

THE CORPORATION OF THE CITY OF STONEY CREEK
(hereinafter referred to as the "Corporation")

OF THE FIRST PART,

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1220
(hereinafter referred to as the "Union")

OF THE SECOND PART.

ARTICLE I - PURPOSE

1.01 This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Corporation and its employees represented by the Union. It is the desire of both parties to co-operate in maintaining a harmonious relationship between the Corporation and its employees and to provide an orderly method of settling grievances under this agreement which may arise from time to time, and to establish negotiated hours of work and wages, and the Union acknowledges the Corporation's obligation to provide reliable and continuous service performed with skill and efficiency.

ARTICLE II - MANAGEMENT RIGHTS

2.01 Except as specifically modified by this Agreement, all rights and prerogatives which the Corporation had prior to the execution of this Agreement are retained by the Corporation and remain exclusively and without limitation within the rights of the Corporation. Without limiting the generality of the foregoing, the Corporation's rights shall include:

- (a) The right to maintain order, discipline and efficiency, and in connection therewith, to make, alter and enforce from time to time, rules and regulations, policies and practices, to be observed by its employees; the right to discipline and discharge employees for just cause provided that a claim of discharge without just cause may be the subject matter of a grievance and dealt with as hereinafter provided.
- (b) The right to select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall, suspend, and retire employees; to select employees for positions excluded from the bargaining unit.

(c) The right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the services to be furnished; the subcontracting of work; the schedules of work; the number of shifts; the methods, processes and means of performing work: job content and qualifications, quality and quantity standards: the qualifications of employees; the use of improved methods, machinery and equipment; overtime; the number of employees needed by the Corporation at any time; the number of hours to be worked; starting and quitting time; are solely and exclusively the right of the corporation.

(d) The sole and exclusive jurisdiction over all operations, buildings, machinery, tools and equipment.

2.02 No employee having one **(1)** year seniority or more shall be laid off or have his/her employment terminated as a result of the Corporation contracting out the work being performed by him/her.

2.03 The discharge of a probationary employee shall not be the subject matter of a grievance or arbitration pursuant to this agreement.

ARTICLE III - RECOGNITION

3.01 The Corporation recognizes the Union as the sole collective bargaining agent for all its employees in each of the following ~~two~~ **(2)** bargaining units:

"OUTSIDE" BARGAINING UNIT

All employees of the Corporation of the City of Stoney Creek save and except Foremen/Women, persons above the rank of Foremen/Women, office staff, students employed during the school vacation period, part-time employees, (Le., employees regularly employed for not more than **twenty-four (24)** hours per week) and temporary employees.

"INSIDE" BARGAINING UNIT

All office, clerical and technical employees of the Corporation of the City of Stoney Creek, save and except, Chief Administrative Officer, Secretary to Chief Administrative Officer, Assistant to Chief Administrative Officer, City Treasurer, Secretary to City Treasurer, Co-ordinator of Revenues, Secretary to the Co-ordinator of Revenues, Purchasing Agent, Information Systems Manager, Systems Analyst, Office Automation Systems Supervisor, Co-ordinator of Accounting, City Engineer and all other Professional Engineers, Secretary to City Engineer, Manager Chief Building Official, Supervisor of Inspection Services, Supervisor of Construction Inspections, Supervisor of Traffic & Transportation, Co-ordinator of Development, Operations Centre Manager, Secretary to the Operations Manager, Supervisor of Parkland & Cemetery Services, Supervisor of Infrastructure Services, Supervisor of Fleet Services, Supervisor of Facility Services, Director of Planning, Manager of Development Control and Urban Design, Manager of Land Use and Policy, Secretary to the Director of Planning, Director of Human Resources, Human Resources Officer, Secretary to the Director of Human Resources, Recreation and Parks Director, Secretary to Recreation and Parks Director, Valley Park Community Centre Supervisor, Curator of Battlefield House, Recreation Facilities Manager, Recreation Facilities Foreman, Manager of Recreation, Recreation Program supervisor, Parks Planner, Co-ordinator

Swimming, Aquatics, Secretary to the Mayor, Secretary to the Fire Chief, City Clerk, Secretary to the City Clerk, Assistant Clerk/Licensing Manager, Chief Municipal Law Enforcement Officer, Foremen/Women, and persons above those ranks, students employed during the school vacation period, part-time employees (i.e., employees regularly employed for not more than twenty-four (24) hours per week), four (4) co-operative education students and temporary employees.

Each bargaining unit shall, although covered by this Collective Agreement, remain separate and distinct from the other bargaining unit, and employees in one bargaining unit shall be and they are hereby expressly prohibited from exercising any seniority or other rights with respect to the other bargaining unit.

- 3.02 The Corporation and the Union agree that the officers, agents and officials (including, but not limited to stewards and committee members) of Local 1220, Canadian Union of Public Employees act on behalf of the Union.
- 3.03 In respect of employees covered by this Agreement, the Corporation will not recognize, during the currency of this Agreement, any other bargaining agent.
- 3.04 The term "employees" when used in this Agreement shall mean those employees for whom the Union is, in Article 3.01 hereof, recognized as the bargaining agent as set out in Article 14.02 hereof.
- 3.05 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without permission of the Administrator of the Corporation or his/her designated representative.
- 3.06 No employee shall be required or permitted to make any written or verbal agreement with the Corporation or its representatives which may conflict with the terms of this Collective Agreement.
- 3.07 A temporary employee is an employee who is employed for a specific term or task for not more than a six (6) month period; or an employee hired under a Federal, Provincial, or Municipal Works Incentive Program; or an employee hired to replace a Union Member on authorized leave of absence, understanding that the duration may be longer than six (6) months.
- 3.08 Persons not in the bargaining unit shall not work on any jobs which are included in the bargaining unit during such time as any qualified member of the bargaining unit is on lay-off.

The performance of work by non-bargaining unit staff will not result in the lay-off of a bargaining unit employee including a reduction in the bargaining unit employee's normal hours of work. Non-bargaining unit staff will not be utilized to circumvent overtime.

ARTICLE IV - NO DISCRIMINATION/ HARASSMENT

- 4.01 The Corporation and the Union agree that there shall be no discrimination/harassment practiced with respect to any employee by reason of race, creed, colour, nationality, ancestry, age, sex or place of origin, nor by reason of membership or non-membership in a labour union.

ARTICLE V - DEDUCTION OF UNION DUES

5.01 During the lifetime of this Agreement, the Corporation agrees to require each employee, (except students hired for the school, vacation period), unless paid in accordance with Schedule "A" or "B", upon completion of thirty (30) days employment, to authorize the Corporation by signing a dues deduction authorization card, to deduct from the employee's pay, regular monthly Union dues for each calendar month and to remit same, not later than the 15th day of each month following the month of such deduction, to the Secretary-Treasurer of Local 1220.

In the case of part-time employees who work **twenty-four (24)** hours per week or more, and temporary employees who perform thirty (30) days of work for the Corporation within a six **(6)** month period, the Corporation will thereafter deduct Union Dues for each week in which the employee performs work for the Corporation. Such dues deduction shall be in respect of regular monthly Union Dues only and shall not apply to any levies, special assessments, or initiation fees. The amount to be deducted shall be a uniform dollar amount or a percentage taken to no more than *two* decimal places and shall not be expressed in terms of hours' pay or any other method which requires the Corporation to make a computation other than the aforesaid percentage calculation. The Corporation will supply the Union with a list of employees from whom deductions were made. The Corporation shall have no responsibility to collect Union Dues other than Union Dues arising under this Agreement.

5.02 In order that the Corporation may have definite instructions as to what amounts are to be deducted for the above purpose, it is agreed that the Union shall promptly notify the Corporation in writing, over the signature of the Secretary-Treasurer of the Union, the amount of the deductions to be made by the Corporation for regular monthly Union Dues, and the Corporation shall have the right to continue to rely upon such written notification as to the amount to be deducted until it receives other written notification from the Union signed with the same formality.

5.03 The Union agrees to defend, indemnify and hold the Corporation completely harmless against all claims, demands, costs and expenses, should any person at any time contend or claim that the Corporation has acted wrongfully or illegally in making such checkoff deductions, or in requiring an employee to sign a dues deduction authorization card or for terminating the employment of any employee who refuses to sign such dues deduction authorization card.

ARTICLE VI - NEW EMPLOYEES

6.01 The Corporation will give each new employee a copy of this Agreement. The Corporation further agrees to supply to each union member a signed copy of this Agreement within three (3) months of the ratification of this Agreement.

ARTICLE VII - CORRESPONDENCE

7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Corporation's Administrator and the Secretary of the Union.

ARTICLE VIII - LABOUR-MANAGEMENT MEETINGS

- 8.01** Either party to this Agreement shall have the right to request, in writing, a meeting with the representatives of the other party not oftener than once per month, except in case of an emergency, for the purpose of discussing problems arising during the life of this Agreement. The party making the request shall accompany its request with an agenda and summary of the matters it wishes to discuss in order that the other party may have an opportunity of obtaining information which may be necessary for a full discussion thereon. Such meetings shall be held at a time and place mutually agreed upon and as expeditiously as possible. A written reply to the matters raised at such meeting shall be given within three (3) weeks after such meeting unless the meeting concerns a matter of an emergency and in such case the written reply shall be given within **forty-eight (48)** hours of such meeting.
- 8.02** Such labour-management meetings shall not deal with wages or any other matters of collective bargaining.

ARTICLE IX - LABOUR-MANAGEMENT RELATIONS

- 9.01** Only officers, agents or officials of the Union shall be deemed to be authorized to represent the Union at meetings with the Corporation, and the Corporation shall not be bound to recognize such personnel until it has received such information from the Union in writing.
- The Union shall, therefore, furnish the Corporation with the names of its officers, agents or officials. Similarly, the Corporation will, if requested, supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.
- 9.02** The Corporation acknowledges the right of the Union to appoint or otherwise select from the Corporation's seniority employees covered by this Agreement, a Union Committee composed of not more than three seniority employees. This Committee will act as the negotiating and/or grievance committee.
- 9.03** The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees at Steps 2 and 3 of the grievance procedure or when meeting with the Corporation.
- 9.04** It is understood that the stewards and committee members have their regular work to perform on behalf of the Corporation. If it is necessary for a committee member to service a grievance during his/her working hours, he/she shall not leave his/her work without first obtaining the permission of his/her supervisor. If requested, he/she shall give a reasonable explanation why he/she deems such action is necessary. When resuming his/her regular work, he/she shall again report to his/her supervisor. A steward or committee member's duties shall include assisting an employee in the preparation and presentation of his/her grievance and generally assist in and be responsible for the proper administration of this Agreement.
- 9.05** A steward or a member of the Union Committee referred to in Article 9.02 hereof shall have the privilege of attending his/her designated grievance procedure meetings and meetings held to negotiate the renewal of this Agreement held within his/her regular

working hours and will be compensated for time spent during such hours at his/her regular straight time rate of pay, exclusive of all premiums, subject to the following:

- 1) It shall only apply to time spent processing grievances in Steps 1 and 2 of Article XI and shall not apply to time spent attending on an arbitration. Compensation will be made to not more than three (3) members of the grievance committee.
- 2) All time shall be devoted to the prompt handling of grievances.
- 3) The steward and grievor concerned shall obtain the permission of the supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld.
- 4) All time away from work shall be properly reported.
- 5) The Corporation reserves the right to limit such time, on reasonable notice being given, if it deems the time so taken to be excessive.
- 6) In negotiations for the renewal of this Collective Agreement it shall apply to meetings held up to the time conciliation services are applied for. Thereafter, payment of the Union Committee shall not be the Corporation's responsibility.

ARTICLE X - RESOLUTIONS OF COUNCIL

10.01 Minutes of every meeting of Council will be forwarded to the Secretary of the Union.

ARTICLE XI - GRIEVANCE PROCEDURE

11.01 "Grievance" shall mean a complaint or claim concerning the interpretation, application, administration or the alleged violation of the provisions of this Agreement.

11.02 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor an opportunity to adjust his/her complaint.

11.03 No grievance shall be considered which has not been presented within **seven (7) working days** after the circumstances which gave rise to it came to the attention of the employee concerned. Understanding that these seven (7) working days must be consecutive in that the only break within the seven (7) days is to be Saturday, Sunday, and Statutory Holidays that fall on a regular working day.

Where the person fixed with the responsibility for replying to a grievance does not reply within the time specified, the party having carriage of the grievance shall proceed to the next step within the time specified after the expiry of the time for the reply.

94 Grievances shall be adjusted and settled as follows:

STEP 1

If an employee has a grievance he/she shall first and immediately within the seven (7) working days referred to in Article 11.03 submit his/her grievance, in writing, to his/her Department Head. If the employee wishes, he/she may request the assistance of his/her steward. The Department Head shall, whenever practicably possible, give an immediate written answer on the grievance of the employee, but in no event shall the written answer be delayed beyond seven (7) working days. The next step of the grievance procedure must be taken within seven (7) working days of the Department Head's giving his/her written decision, but not thereafter. The written grievance herein referred to shall be in triplicate upon the grievance form which is annexed hereto as Schedule "C" to this Agreement and such written grievance shall be signed by the grieving employee and be fully completed in all respects.

STEP 2

The written grievance shall within seven (7) working days, be submitted to the Administrator. The Administrator shall then meet with the Union Committee within seven (7) working days after the written grievance is so submitted to the Administrator, for the purpose of endeavoring to settle the grievance. The Administrator shall then give his/her answer in writing within seven (7) working days following the meeting.

STEP 3

If final settlement of the grievance is not completed at Step 2 above, it may be referred by either party to arbitration as hereinafter provided, within seven (7) working days from the Corporation's decision at Step 2 above. The party referring the grievance to arbitration shall be restricted to the issues contained in the written grievance.

The parties may, by mutual consent, agree to retain third party mediation services, the cost of which will be shared equally.

11.05 The written grievance shall be signed by the grievor and shall contain a summary of all issues in dispute and of the remedy requested by the grievor.

11.06 In the case of a Union policy grievance or Corporation grievance, such grievances may be submitted to the Corporation or the Union, as the case may be, in writing, within seven (7) working days of the circumstances giving rise to the grievance and shall commence with Step No. 2 under the grievance procedure; however, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute, and the regular grievance procedure shall not thereby be bypassed.

11.07 GROUP GRIEVANCES

A group grievance shall be one arising out of the same set of circumstances or the same management decision and shall be signed by all grieving employees in the aggrieved group and shall be processed through Article XI commencing at Step 2.

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- 08** A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement shall not again be made the subject matter of a complaint or grievance.
- 11.09** In the event of any alleged violation of the "No Strike or Lockout" article hereof, the aggrieved party may cause the matter to be submitted to special arbitration and a special arbitrator may be appointed and he/she shall hold a hearing immediately or within **twenty-four (24)** hours of his/her being appointed. If the parties are unable to immediately agree upon an arbitrator who is available to hold a hearing immediately or within **twenty-four (24)** hours, the **grievor** may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.
- 11.10** Failure to put a grievance in writing at Step 1 in accordance with the requirements of Article 11.05 hereof, shall be deemed a complete waiver and abandonment of the grievance by the **grievor**. Any grievance not appealed from one step of the grievance procedure to the next within the specified time limits as prescribed above shall be considered settled on the basis of the Corporation's last reply.
- 11.11** A decision agreed to at any stage of the grievance procedure above outlined shall be final and binding upon all parties hereto, including the complaining employee, and shall not be subject to **re-opening** by any party except by mutual consent. If the grievance is settled at Steps 1 or 2 of the grievance procedure, both the Corporation's and the Union's representatives who pass on the same as provided herein, shall sign the settlement as endorsed on the written grievance, so that no questions or argument may arise as to what the settlement was. In addition, the aggrieved employee shall sign the settlement as **so** endorsed on the written grievance, acknowledging that he/she has read and understands the same and is bound thereby.
- 11.12** The time limits fixed in any grievance procedure shall not be extended unless specifically agreed to in writing by both parties to this Agreement.

ARTICLE XII - ARBITRATION

- 12.01** Either of the parties may, after exhausting the appropriate grievance procedure established by this Agreement, and within the time limit provided, notify the other party in writing of its desire to submit the difference or allegation to Arbitration. By mutual agreement the parties may elect to utilize a Single Arbitrator. In the event there is not agreement to use a single Arbitrator, the notice of intent to proceed before a Board shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall within five **(5)** days advise the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within five **(5)** days of the appointment of the second of them, appoint a third person who shall be the chairperson.
- If** the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a chairperson within the time limited, then the Minister of Labour for the Province of Ontario shall be requested to appoint a qualified person to be chairperson.
- 12.02** The Arbitration Board or by mutual consent, a Single Arbitrator," shall hear and determine the matter and shall issue a decision, which decision shall be final and binding upon the parties, and upon any employee affected by it. The decision of the

majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the chairperson shall govern.

- 12.03** The Board of Arbitration or Single Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement nor to alter, modify or amend any part of this Agreement nor to adjudicate any matter not specifically assigned to it by the written grievance as filed. However, the Board shall have the power to dispose of a discipline or discharge grievance by any arrangement which it deems just and equitable in the circumstances.
- 12.04** Each of the parties to this Agreement shall bear the expenses of the arbitrator appointed by it, and the parties hereto will bear, share and share alike, the expenses of the chairperson of the Arbitration Board or Single Arbitrator.
- 12.05** No matter may be submitted to arbitration which has not properly been carried through all previous steps of the grievance procedure within the time limits provided therefor. The provisions of this clause shall not be considered waived by the parties or either of them unless they expressly provide a waiver thereof in writing signed by both parties.

ARTICLE XIII - DISCHARGE, SUSPENSION OR OTHER DISCIPLINE

- 13.01** On and after the date of this Agreement, each employee shall be provided in writing with all notations of derogatory or disciplinary action which are to be placed on his/her employee records subsequent to the date of this Agreement.

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13.02(a)

When an employee is to be discharged, he/she shall:

- 1) Be so advised, and
- 2) Be advised of the time and place of his/her termination meeting, and
- 3) Be given the opportunity to have his/her steward present.

13.02(b)

The Corporation shall mail the discharged employee, written reasons for the discharge, within twenty-four **(24)** hours of such termination meeting.

- 13.03** In the event an employee who has attained seniority is discharged from employment or is disciplined, and the employee feels that he/she has been unjustly discharged or disciplined, the case may be taken up as a grievance beginning at Step 2 provided such grievance is submitted in writing to the Administrator within seven **(7)** working days of the discharge or discipline.

In determining any grievance arising out of such discipline or discharge, the board of arbitration may dispose of the claim by affirming the Corporation's action in dismissing the grievor or by setting aside the discipline or discharge involved and restoring the grievor to his/her former position with or without compensation, or in such manner as may, in the opinion of the board of arbitration, be justified.

ARTICLE XIV - SENIORITY

14.01 DEFINITION OF "SENIORITY" AND SENIORITY LIST

Subject to Article **14.02** hereof, seniority shall be from commencement of employment. The Corporation will maintain a seniority list for each bargaining unit showing the date on which each employee's seniority commenced. When two or more employees commence employment on the same day, the Corporation will hold a lottery to determine the order of seniority. An up-to-date seniority list for each bargaining unit shall be posted on all bulletin boards in January of each year.

14.02 PROBATIONARY EMPLOYEES

- (a) Effective January 1, **1995**, full-time employees will be considered on probation for a period of one hundred and twenty working days (**120**), and upon successful completion of the probationary period, seniority shall be calculated from the commencement of employment.
- (b) Effective January 1, **1997**, part-time and temporary employees if hired full-time on the same job, will have their seniority back dated to date of hire, but no earlier than January 1, **1997**, if employed **35/40** hours per week, 5 days per week.

14.03 An employee shall lose all seniority rights

- (a) If he/she is discharged for just cause and is not re-instated;
- (b) If he/she quits his/her employment;
- (c) If he/she absents him/herself from work without reason satisfactory to the Corporation or if an employee has been absent from **work** in excess of five (**5**) working days without sufficient cause, or without notifying his/her Foreman/woman, supervisor or immediate supervisor;
- (d) If, after a lay-off, the employee fails to return to work within ten (**10**) working days after the Corporation's notice of recall is sent by registered mail or by telegram to the last address of the employee shown on the Corporation's records, this clause shall not apply if the employee furnishes reasons satisfactory to both the Corporation and the Union for such failure;
- (e) If the employee fails to report for work promptly after the expiration of any leave granted to him/her, unless he/she is excused by the Corporation;
- (f) (ii) If an employee with seniority up to one (**1**) year is laid off for a continuous period of six (**6**) months or a period equal to his/her seniority, whichever is the greater;
(iii) If an employee with seniority of more than one (**1**) year is laid off for a continuous period of twelve (**12**) months.

It shall be the duty of the employee to notify the Corporation promptly, in writing, of any change of address. If an employee should fail to do this, the Corporation will not be responsible for failure of such notice to reach such employee, and any notice sent by the Corporation by registered mail or telegram to the address of the employee which

appears on the Corporation's payroll records shall be conclusively deemed to have been received by the employee.

14.04 In the event of a lay-off, recall to work after lay-off, or promotion, the senior employee in the bargaining unit, who is qualified to do the work required, will be given preference.

Notwithstanding the provisions of this Article **14.04**, an employee who, as of the date of this Agreement, is on lay-off, shall not be governed by the provisions of the foregoing paragraph of this Article **14.04**, but shall continue, during such lay-off, to be bound by the previous provisions of Article **14.04** which read as follows:

"In the event of a lay-off, recall to work after lay-off, or promotion, the senior employee in the department who is qualified to do the work required will be given preference. No new employee will be hired unless senior employees on lay-off, who are qualified to do the work required, have been given the opportunity of re-employment."

14.04(a)

A "lay-off" shall be defined as a separation from or cessation of work for more than three (3) working days due to lack of work and shall not include any employee or employees sent home due to weather or other conditions beyond the control of the Corporation.

14.04(b)

"Promotion" shall be defined as a permanent transfer to a job carrying a higher hourly rate of pay.

14.05 The Corporation will give employees who are to be laid off thirty (30) days' notice of lay-off wherever possible.

14.06 The Corporation agrees to post all new and permanent job vacancies for five (5) working days; during such five working days, the Corporation may temporarily fill the vacancy as it sees fit, and thereafter will consider any applications from seniority employees in the applicable bargaining unit to whom appointment to the vacancy would constitute a promotion or a transfer to a job carrying a rate of pay equivalent to the employee's rate. An employee wishing to bid for a job carrying a lower rate of pay **must** have permission in writing from the Corporation in order to apply. The job posting shall contain the job name, the qualifications required by the Corporation, and the wage rate.

In the event the Corporation fills the vacancy, it shall do so in accordance with Article **14.04** hereof, provided, however, that if there are no suitable applicants, the Corporation shall not be obligated to appoint any of the applicants. The Corporation agrees to post the name of the successful applicant, if any, for three (3) days.

In the event the successful applicant is not satisfactory to the Corporation, or the employee is not satisfied with the position, all within the set-out probationary period, he/she shall be returned to his/her former position without loss of seniority and any other employee transferred because of such return shall also be returned to his/her former position without loss of seniority.

The job posting hereunder shall apply in respect of the first vacancy only and will not apply to subsequent vacancies created by the filling of such vacancy. However, in filling subsequent vacancies, the Corporation will give consideration to written applications on the Corporation's standard form, which seniority employees have filed with the Corporation.

No employee shall be transferred to a position outside of the bargaining unit without his/her consent. A non-bargaining unit person who is transferred to a position within the bargaining unit shall be credited with seniority equal to his/her full accumulated service with the Corporation including the time worked outside the bargaining unit. The transfer of a non-bargaining unit person into the bargaining unit shall not result in the lay-off or displacement of an employee holding greater seniority.

ARTICLE XV - NO STRIKES OR LOCKOUTS

15.01 The Union undertakes and agrees that while this Agreement is in operation, neither the Union nor any employee shall encourage any strike, picketing, sit-down, slowdown, or any suspension of or stoppage of or interference with work or production which shall in any way affect the operations of the Corporation and that there shall not be any sympathy strikes or secondary boycotts, and any employee or employees participating in such action may be discharged or otherwise disciplined, and the Corporation agrees that it will not engage in any lockout during the term of operation of this Agreement.

ARTICLE XVI - HOURS OF WORK

16.01 It is expressly understood and agreed that the provisions of this Article XVI shall not be construed to be a guarantee or a limitation of the hours of work per day or per week or otherwise, nor as a guarantee of working schedules.

16.01(a)

The Corporation agrees to post shift schedules, one week in advance, in any department when there is to be a change in the shift schedule. Where employees are engaged in performing the same work on more than one shift, the shifts will rotate.

16.02 For all outside employees, the normal number of daily hours of work are eight (8) hours per day including a paid twenty (20) minute lunch period which shall be taken on the job. The normal work week is composed of five (5) days of eight (8) hours of work per day, Monday through Friday; however, the normal work week on some of the Corporation's operations is composed of five (5) days of eight (8) hours of work per day, inclusive of Saturday and/or Sunday.

16.02(a)

For employees in the Inside Bargaining Unit the normal work week shall be as follows:

- 1) All employees except those employees referred to in 16.02(a) 2), five (5) days of seven (7) hours of work each, Monday through Friday, with an unpaid one (1) hour lunch period.
- 2) Buyer II - Inventory Clerk in the Stockroom
Stock Room Clerk
Animal Control Officers

16.03 An employee who properly reports for work at the beginning of his/her regular shift, unless he/she has been notified in advance not to report, will receive four (4) hours work at his/her straight time hourly rate or shall be paid for four (4) hours at his/her straight time hourly rate, except in cases of labour disputes, machinery, equipment, power or other utility breakdowns, fire, flood, or other causes without limitation beyond the control of the Corporation. An employee who does not accept available work when offered shall not be entitled to payment for reporting. Notwithstanding By-law #2190-86, when an

employee has not been working because of illness, leave of absence, or any other causes other than lay-off because of lack of work, it shall be his/her responsibility to notify the Corporation of his/her intended return to work, one (1) regular working day prior to such return if his/her illness or leave of absence extends beyond five (5) working days, and the Corporation will not be liable for payment for any pay provided in this section, unless such arrangements have been made.

- 16.04 All employees are permitted a fifteen (15) minute break during each half of each shift. All outside employees are permitted a fifteen (15) minute break during each half of each shift and such breaks shall be taken on the job.
- 16.05 On the one day in each month on which the regular monthly Union meeting is scheduled or a meeting substituted therefore, the Corporation will co-operate with the Union in attempting to see that the employees are not required to work later than 4:30 p.m. However, the final determination of whether such work shall be done, shall remain with the Corporation.

ARTICLE XVII - OVERTIME

- 17.01(a) All time worked on a paid holiday, on a scheduled day off, or in excess of the employee's normal number of daily or weekly hours shall be considered as overtime.
- 17.01(b) Every employee who works two (2) hours or more of unscheduled overtime in excess of his/her scheduled normal work hours, shall be paid a meal allowance of \$5.00, but shall not be paid for the time taken out to consume such meal.
- 17.01(c) An employee shall not work more than four (4) consecutive hours of overtime, in excess of his/her regular shift, without receiving at least a one-half (1/2) hour paid lunch period. This applies to all employees.
- 17.01(d) Effective July 1, 1992:
An employee required to work more than his/her regular hours (7) or (8) after the completion of the last day worked in the work week will be paid time and one-half for the first seven (7) or eight (8) hours and double time for all hours worked thereafter.
The total hours worked on 1st and 2nd days off must equal regular shift and will be paid at 1 1/2 x regular pay. All hours worked in excess of regular shift will be at 2 x regular pay.
- 17.01(e) Notwithstanding the foregoing, work performed in Article 17.01(c) above, shall not be considered to be overtime and shall not be paid at overtime rates if such work results from any of the following:
- (i) A change in shift or exchange of shifts requested by the employee and consented to by the foreman/woman;
 - (ii) The application of seniority in a reduction of force;
 - (iii) The granting of a request for transfer.

02 An employee will not be laid off for the sole purpose of neutralizing his/her earned overtime.

17.03 Overtime will be offered by seniority in the working group that normally performs the work available / required. If sufficient staff in the working group that normally performs the work required are not available, overtime will be offered by bargaining unit wide seniority to those persons who have performed the type of work available / required.

The parties will meet annually in March and August to establish lists that will be used to define which staff are included in working groups.

Employees who wish to be exempt from overtime, shall make their wishes known in writing to the employer by October 1, of each year.

An employee who wishes to be excused from an overtime assignment shall, in support of his/her request, furnish the Corporation with an acceptable reason. The Corporation's decision upon the request will not be made in an arbitrary manner. An employee who has not provided the Corporation with his/her current telephone number shall not be entitled to be called in or given any overtime assignment which would require the Corporation telephoning him/her.

In the event of a declared emergency, should the employer be unable to meet their staffing requirements within the bargaining unit, they may utilize qualified staff from the other bargaining unit on the basis of seniority.

17.04 An employee who is called out to do emergency work after completing his/her regular working hours and reporting home will be paid a minimum of three (3) hours pay and such time shall be at the overtime rate if he/she has worked his/her normal number of daily hours in the day. However, when such employee, after reporting home, is notified to report for work less than three (3) hours prior to his/her regular starting time and works through or is expected to work through and complete his/her regular shift, he/she will be paid only for the hours worked in excess of eight (8) hours on an overtime basis. Any two or more calls out within any three (3) hour period shall all be considered part of one call out.

17.05 In no case will there be a duplication or pyramiding of overtime or other premium compensation.

ARTICLE XVIII - SHIFT PREMIUMS

18.01 In the event that regular afternoon or evening shifts are established by the Corporation, the Corporation agrees to pay a shift premium of fifty cents (50¢) per hour.

18.02 When an employee works Saturday or Sunday as part of the non-overtime scheduled work day, the employee shall receive a premium of fifty cents (50¢) for each hour so worked.

ARTICLE XIX - DESIGNATED HOLIDAYS

19.01 Each employee shall receive payment, in accordance with Article 19.02 hereof, for each of the following holidays:

New Years Day	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	Civic Holiday
Canada Day	Floating Holiday
Labour Day	

19.01(a)

To receive pay for the holiday, an employee must have worked through the last scheduled day immediately prior to such a holiday and throughout the first scheduled day immediately following such holiday and has worked twelve (12) days of the four (4) work weeks preceding the holiday except when excused from doing so by the Department Head.

19.01(b)

Each employee shall be entitled to one (1) "Floating Holiday". This day shall be taken at a time mutually agreeable to the employee and the Department Head and which shall not be carried forward from one year to the next.

19.02 An employee eligible under the foregoing provisions shall receive his/her normal day's pay exclusive of any premiums for each of the above holidays for which he/she qualifies, computed at his/her straight time hourly rate.

19.03 When any of the foregoing holidays falls on a Sunday, the following Monday shall, in lieu thereof, be observed as the holiday, (this excludes the floating holiday).

19.04 Employees required to perform work on a seven (7) day shift basis shall be entitled to an additional day's pay should any designated statutory or proclaimed holiday fall on his/her scheduled day off in lieu of a day **off**.

ARTICLE XX - VACATIONS

20.01 Employees of the Corporation shall be entitled to annual vacations with pay at the employee's regular weekly pay exclusive of any premiums as follows:

- i) Two (2) weeks, plus two (2) days vacation with pay during the calendar year in which the employee completes one (1) year of service and thereafter.
- ii) Three (3) weeks, plus two (2) days vacation with pay during the calendar year in which the employee completes four (4) years of service and thereafter.
- iii) Four (4) weeks, plus two (2) days vacation with pay during the calendar year in which the employee completes nine (9) years of service and thereafter.

- iv) Five (5) weeks, plus two (2) days vacation with pay during the calendar year in which the employee completes sixteen (16) years of service and thereafter.
- v) Six (6) weeks, plus two (2) days vacation with pay during the calendar year in which the employee completes twenty-five (25) years of service and thereafter.

An employee earns but is not entitled to receive paid vacation leave during his/her first six (6) months of employment.

Notwithstanding the schedule of vacation leave above noted, an employee who has been granted and taken vacation leave and terminates his/her employment with the Corporation before the anniversary date when the employee commenced work, shall have the unearned portion of vacation leave deducted from his/her termination pay.

- 20.02 When one of the paid holidays for which an employee qualifies under Article XIX hereof falls during an employee's vacation, the employee shall be entitled to an additional day off with pay. Such additional day or days off shall be taken at a time which will not interfere with the efficient performance of the Corporation's business, nor disrupt the vacation periods scheduled for other employees.
- 20.03 An employee whose employment is terminated for reason other than justified discharge, before he/she has taken his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. An employee whose employment is terminated for just cause before he/she has taken his/her vacation shall be entitled to vacation pay in accordance with the provisions of the Employment Standards Act.
- 20.04 The Corporation will endeavor, wherever practicably possible and where it will not interfere with the efficient operations of the Corporation's business, to give employees choice of vacation dates based upon seniority. However, where vacation is requested during the months of July and August, preference will be given to employees who have a child or children attending school during the preceding spring.
- 20.05 Vacation schedules shall be posted by May 1st of each year. In the event it is necessary for the Corporation to make any change in such vacation schedule, the Corporation will notify the employee or employees affected three (3) weeks ahead of the scheduled vacation, and attempt to workout an amicable alternate arrangement.
- 20.06 No employee shall be entitled to take more than two (2) weeks consecutive vacation unless expressly consented to in writing by the Department Head or Designate.
- 20.07 Vacation pay shall be at the employee's regular rate of pay at the time the vacation is taken.
- 20.08 Employees may carry over up to five (5) days of unused vacation into the following year, upon the approval of their Department Head or Designate.

ARTICLE XXI - SICK LEAVE

- 21.01 The provisions of the Corporation's Sick Leave By-Law No. 2190-86 shall remain in effect during the life of this Agreement.

.TICLE XXII - LEAVE OF ABSENCE

- 22.01** The Corporation may grant a leave of absence without compensation to the employee requesting such leave in writing to the employee's Department Head. The employee must state the reason for leave. The leave must be used for the purpose it is granted. The employee may not use such leave to seek alternative employment. The Corporation shall guarantee the employee his/her position at the time of leave for a period of up to three (3) months.
- 22.02** An employee elected or appointed to represent the union at union conventions or seminars shall receive the pay and benefits provided for in this agreement when on leave of absence. However, the union shall reimburse the employer for all pay and benefits during the period of absence. Not more than two (2) employees may be absent from any one department. The Corporation shall have the right to refuse any such leave if the granting thereof will interfere with the Corporation's service. Time permitted for such leaves shall not exceed a total of forty **(40)** days in any calendar year in respect of all such leaves granted.
- 22.03** An employee who is required to serve as a juror, or as a witness in any court, shall be paid his/her regular rate of pay for his/her normally scheduled working hours for any day or part of a day that the employee is absent because of such service. Jury duty pay, less reasonable expenses incurred by the employee as a result of serving as a juror or as a witness, shall be paid to the Treasurer of the Corporation on receipt thereof by such employee, failing which the Union will reimburse the Corporation. In order to receive payment under this section an employee must meet all of the following eligibility requirements:
- (a) The employee shall have attained seniority as of the date of commencement of the jury duty;
 - (b) The employee shall have given twenty-four **(24)** hours' notice to the Corporation that he/she has been summoned for jury duty;
 - (c) The employee shall furnish satisfactory evidence to the Corporation that he/she reported for and performed jury duty on the days for which he/she claims payment;
 - (d) The employee would otherwise have been scheduled to work for the Corporation on the day or days for which he/she claims payment.

22.04(a)

When a death occurs in a seniority employee's immediate family, the employee on request will be excused for the number of days as follows:

5 Consecutive Working Days for:

- ⇒ Current Spouse,
- ⇒ Child of employee and child of current spouse.

3 Consecutive Working Days for:

- ⇒ Parents of employee and parents of current spouse.
- ⇒ Brother/sister of employee and brother/sister of current spouse.
- ⇒ Grandparents of employee and grandparents of current spouse.

1 Working Day for:

- ⇒ Grandchildren of employee and grandchildren of current spouse.
- ⇒ Son-in-law/Daughter-in-law of employee and Son-in-law/Daughter-in-law of current spouse.

Those days will be consecutive working days with the day of the funeral being one of those days (or for such fewer days as the employee may be absent) provided, however, the employee shall, when required, furnish proof satisfactory to the Corporation of such death and relationship.

22.04(b)

An employee excused from work under this section shall receive pay for hours up to eight (**8**) hours that he/she would have worked during such scheduled days of work at his/her regular straight time hourly wage rate, including shift premium, as at the last day worked.

In any event, the employee shall not be entitled to receive any pay hereunder for any day upon which he/she would not otherwise have been scheduled to work for the Corporation. It shall be the employee's responsibility to notify his/her Department Head immediately.

22.05 PREGNANCY AND PARENTAL LEAVE

An employee's entitlement to a pregnancy or parental leave shall be in accordance with the Employment Standards Act, R.S.O., 1990, as amended. Upon return paid vacations will be calculated on the higher entitlement if applicable.

ARTICLE XXIII - PAYMENT OF WAGES AND ALLOWANCES

23.01 The Corporation shall pay salaries and wages every two weeks in accordance with Schedules "A" and "6" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages and deductions.

23.02 "**Regular part-time employees**" shall be defined as those employees employed on a regular year-round schedule but working less than the normal number of hours per week as outlined in Article XVI. "Regular part-time employees" shall receive the wage rates, vacations, holidays and sick leave credits, and seniority (seniority effective January 1, 1997), provided by this Agreement, on a pro rata basis according to their average weekly hours of work. The seniority will not be used to bump into a full-time position. However, when applying for a posted position and all else is equal, seniority shall be considered.

23.03 TEMPORARY TRANSFERS

An outside employee who is temporarily transferred to a different job classification within the bargaining unit for one (1) full hour or more shall be paid while so employed as follows:

- (a) If the transfer is for the convenience of the Corporation and if the rate of pay in the classification to which he/she is transferred is less than the employee's regular rate of pay, he/she shall receive his/her regular rate of pay.
- (b) If the transfer is for the convenience of the employee or to enable the employee to avoid lay-off, and if the rate of pay in the classification to which he/she is transferred is less than the employee's regular rate of pay, he/she shall receive such lesser rate.
- (c) If the rate of pay in the classification to which he/she is transferred is higher than the employee's regular rate of pay, he/she shall receive the rate for the job while so engaged.
- (d) It is the policy of the Corporation of the City of Stoney Creek that if an inside employee temporarily assumes the duties of a higher clerical position for a minimum of one (1) working week or more, the employee shall receive acting pay. The employee will be paid at the start level of the higher classification or the next higher step(s) in that level, so as to warrant an increase of no less than \$1.00 per hour. Understanding that, Statutory Holidays, Sick Leave, Vacation and other authorized leave of absences, are to be paid at the employee's regular rate of pay.

23.04 Employees may, upon giving at least three (3) days' notice, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation. Vacation cheques will be available for an employee prior to his/her vacation.

23.05 An employee who drives his/her automobile on City business at the request of his/her Department Head shall be paid, as total compensation therefore, an amount to be computed at the going rate but not less than forty-eight cents (48¢) per mile or thirty cents (30¢) per kilometer, traveled on such Corporation business.

In addition, such employee shall be covered by the City for public liability insurance in the amounts as set out in the policy currently in effect.

23.06 The Corporation shall pay the tuition fees of any course of instruction which the Corporation requests an employee to take.

23.07 LEAD HANDS

When the Corporation requires a lead hand (from time to time), the Corporation will post the vacancy and such selection shall be based primarily upon considerations of experience and skill in the overall work of the group which they lead and their ability to provide leadership therein. Where such appointment is to be made, (the lead hand will be chosen from an approved list), the Corporation will give consideration to qualified employees upon the following basis:

- (a) Length of continuous service, and
- (b) Knowledge, efficiency and qualifications.

if a lead hand once selected as above is not proving satisfactory to the Corporation in that capacity, he/she can be discontinued in that capacity by the Corporation. The Corporation may, at any time, in its discretion, eliminate lead hands in any department. A lead hand shall be paid not less than forty cents (40¢) per hour above his/her own rate

or the rate of the highest classification of which he/she is put in charge, whichever is the higher.

23.08 The Corporation will not pay a female employee at a rate less than the rate of pay paid to a male employee, or vice versa, for the same job, the performance of which requires equal skill, effort and responsibility, and which is performed under similar working conditions, except where such payment is made pursuant to:

(a) A seniority system;

(b) A merit system;

(c) A system that measures earnings by quantity or quality of production,

OR

(d) A differential based on any factor other than sex.

ARTICLE XXIV - SEVERANCE PAY

24.01 An employee with at least two (2) years seniority whose employment with the Corporation is permanently terminated as a direct result of the Corporation's technological change shall be paid severance pay in accordance with the following:

(a) For employees with two (2) years seniority or more - four (4) week's salary;

(b) For each completed year of seniority thereafter - an additional two (2) weeks' salary.

In no event shall such person receive, as severance pay hereunder, more than six (6) months salary.

The aforesaid severance pay shall be paid on a weekly basis for the number of weeks, or in a lump sum, at the discretion of the employee, for which the terminated person is entitled to such severance pay.

24.02 Severance pay in accordance with the provisions of this Article XXIV shall be in addition to any other payment accruing to the employee.

ARTICLE XXV - NEW JOB CLASSIFICATIONS

25.01 During the term of this Agreement, if the Corporation establishes any positions or job classifications that are not specified in Schedule "A", but which positions or classifications are appropriate for inclusion in Schedule "A", then the Corporation agrees:

(a) That the said positions or classifications are to be included in and form part of the said schedules, and

(b) That it will notify the Secretary of the Union, in writing, of the wage rate it has established for such positions or job classifications.

If the Union Committee is not in agreement with the wage rate and the Union Committee and the Corporation cannot resolve the difference, then the Union Committee may treat the matter as a grievance at Step 2 of the grievance procedure by putting the grievance in writing within ten (10) days (but not thereafter) of being advised of such wage rate.

At the end of such ten (10) days, if no grievance has been filed by the Union Committee, then the rate established by the Corporation shall be the rate for the job. In the event that the Union Committee and the Corporation agree upon a rate different from that established by the Corporation, or in the event that the matter proceeds to arbitration and the Union establishes to the satisfaction of the arbitration board that the rate established by the Corporation is wrong and the arbitration board makes an award different from that established by the Corporation, the new rate shall be retroactive to the date upon which the matter was presented to the Corporation as a Step 2 grievance. While any matter hereunder is pending, any employee who may be assigned to the particular job in question shall nonetheless fully perform such job in the manner required by the Corporation.

During the term of this Agreement, if the Corporation establishes any positions of job classifications that are not specified in Schedule "B", but which positions or classifications are appropriate for inclusion in Schedule "B", then the Corporation agrees:

- (a) That the said positions or classifications are to be included in a form part of the said schedules, and
- (b) That the said positions or classifications be evaluated by the Job Evaluation Committee, and
- (c) That it will notify the Secretary of the Union, in writing, of the wage rate established for such positions or job classifications.

If the Union Committee is not in agreement with the wage rate and the Union Committee and the Corporation cannot resolve the difference, then the Union Committee may treat the matter as a grievance at Step 2 of the grievance procedure by putting the grievance in writing within ten (10) days (but not thereafter) of being advised of such wage rate.

At the end of such ten (10) days, if no grievance has been filed by the Union Committee, then the rate established by the Job Evaluation Committee shall be the rate for the job. In the event that the Union Committee and the Corporation agree upon a rate different from that established by the Job Evaluation Committee, or in the event that the matter proceeds to arbitration and the Union establishes to the satisfaction of the arbitration board makes an award different from that established by the Job Evaluation Committee, the new rate shall be retroactive to the date upon which the matter was presented to the Corporation as a Step 2 grievance. While any matter hereunder is pending, any employee who may be assigned to the particular job in questions shall nonetheless fully perform such job in the manner required by the Corporation.

Management agrees to post internally, all future contract positions, with the understanding that if the job did not become permanent, the employee would return to his/her original position.

ARTICLE XXVI - BENEFITS

26.01 In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employee's Retirement System. The Corporation and the employees shall make contributions in accordance with the provisions of the Plan.

- 2 Upon the first of the month following the month in which an employee completes sixty (60) working days continuous employment, the Corporation will pay one hundred per cent (100%) of the premium cost of the Ontario Health Insurance Plan (O.H.I.P.).

In the event the premium cost of the foregoing plan is reduced, the Corporation shall not be required to pass on the amount so saved to the employees or the Union but shall be entitled to retain such savings for its own benefit.

- 26.03 A Supplementary Health Plan and a Group Life Insurance Plan with coverage equivalent to the present plan shall be made available. The Corporation will pay, on behalf of seniority employees, one hundred per cent (100%) of the premium cost of such plans. Effective January 1, 1999, vision care to be paid at \$200.00 every twenty-four (24) months.

In the event that the Employer Health Tax is abolished by the Ontario Government, the Corporation will pay 100% of the cost to continue providing the benefits currently provided by the Ontario Government through the Employer Health Tax.

- 26.04 The Corporation will maintain a dental plan, and will pay on behalf of the seniority employees, one hundred per cent (100%) of the premium cost of such a plan.

Adults will be entitled to a check up every nine (9) months, and children under the age of twelve (12) will be entitled to a check up every six (6) months.

The Corporation agrees to provide the following Ontario Dental Association schedule of rates:

- Effective November 1, 1998 -- 1997 O.D.A.
- Effective July 1, 1999 -- 1998 O.D.A.
- Effective January 1, 2000 -- 1999 O.D.A.

- 26.05 The Corporation agrees to continue benefits such as OHIP, extended health, glasses and dental for employees who take an early retirement after age fifty-five (55). These benefits will cease at age 65.

- 26.06 The provisions of this Article XXVI shall apply only to seniority employees with the exception of O.M.E.R.S.

- 26.07 The Corporation will advise the Union when changing carriers of the above insurance plans and the Corporation will ensure that no lesser benefit or increased cost to employees will result as a consequence of such change.

ARTICLE XXVII - HEALTH AND SAFETY

- 27.01 The Union and the Corporation shall co-operate in taking reasonable steps to maintain safety in applying and upholding the provisions of any applicable safety legislation in Ontario.

- 27.02 A Health and Safety Committee shall be established in accordance with the Occupation Health and Safety Act, R.S.O. 1980, as amended.

27.03 The Health and Safety Committee shall hold meetings as set out in the Act.

27.04 An employee who is injured during working hours 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 regular rate of pay without deduction, unless a doctor states that the employee is fit for further work on that shift.

27.05 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Corporation.

27.06 A first aid kit shall be supplied by the Corporation to each City vehicle.

27.07 ST. JOHN AMBULANCE FIRST-AID COURSE

The Corporation will reimburse the registration fee of up to three (3) employees from each bargaining unit who take the St. John Ambulance Course in First Aid in their off-work hours provided they successfully complete the course.

ARTICLE XXVIII - PROTECTIVE AND OTHER APPAREL

28.01 The corporation will issue the following protective apparel to employees for **use** on the job when, in the opinion of the Corporation, such protective apparel is required by the employees to properly perform the assigned work:

(a) Safety hats and liners.

(b) Gloves.

(c) Rubber Boots - One (1) personal pair shall be issued per employee where required, but no oftener than once per year. The employee must turn in the old pair in order to receive a new pair.

(d) Rainwear.

(e) The Corporation will supply in January of each year to outside employees, a clothing allowance of \$170.00 which includes all taxes. The employee will purchase appropriate issue which will be crested and mandatory to wear. The maintenance of the clothing will be the responsibility of the employees.

(f) Leather Safety Boots are a condition of employment, where required, for all outside seniority employees whose job necessitates safety boots or shoes. The Corporation will contribute once per year on January 1, of each year, to a maximum of sixty dollars (\$60.00), towards the cost of CSA approved boots or shoes. All other employees, whose job necessitates the wearing of safety boots or shoes occasionally, will receive a one time issuance of sixty dollars (\$60.00). Employees who commence work after January 1, shall be entitled to boot allowance, as indicated above, on a pro-rata basis.

(g) The Corporation will pay half the cost of T-shirts for pool employees (for full and part-time). The Corporation will also pay for the cost of swim wear for full-time pool employees, once a year.

(h) The Corporation agrees to pay in January of each year a one hundred and seventy-five dollar (\$175.00) tool allowance to Mechanics upon submission of an annual inventory and one hundred dollars (\$100.00) to the Small Engines Mechanic/Welder.

28.02 Any employee to whom any of the aforesaid apparel is issued shall be responsible to the extent of the replacement cost to the Corporation for loss thereof or damage thereto, normal wear and tear excepted.

28.03 No employee shall receive a replacement issue for any apparel unless he/she first returns to the Corporation the original issue for which he/she requests a replacement.

28.04 An employee, at the time of termination, shall return to the Corporation all apparel which has been issued to him/her and shall be responsible to the extent of the replacement cost to the Corporation for any lost or damaged protective apparel, normal wear and tear excepted.

ARTICLE XXIX - GENERAL

29.01 BULLETIN BOARDS

The Union will be accorded the privilege to have notice of meetings of employees and such other articles or material as may be approved by the corporation on a bulletin board, provided that there shall be no posting, circulation or distribution of any political matter whatsoever. In connection with the foregoing, the Corporation will accord a part of a bulletin board for the sole use of the Union in each arena, in the office, and in the works yard.

29.02 The Corporation shall provide insurance covering the tools and equipment owned by employees and used in the performance of their duties with the Corporation. The employee must supply an inventory to the Corporation.

ARTICLE XXX - TERM OF AGREEMENT

*


30.01 This Agreement shall become effective on the 1st day of January, 1998, and shall remain in full force and effect until the 31st day of December, 2000, and shall continue automatically thereafter for further periods of one (1) year each, unless either party notifies the other party in writing of its desire to negotiate amendments to this Agreement.

Notice that amendments are required shall only be given during the period of not more than ninety (90) days and not less than thirty (30) days prior to the 31st day of December, 2000, or during similar annual periods thereafter.

THIS AGREEMENT is hereby duly executed by the authorized representatives of the parties hereto as the day and date first above written.

The Corporation of the City of Stoney Creek

Canadian Union of Public Employees, Local 1220



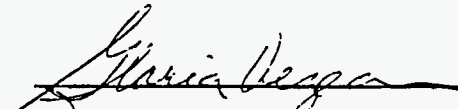
Mayor, Anne Bain



Greg Roy, President


City Clerk, Rose Caterini
City Clerk, Rose Caterini

Michael Stokes, C.U.P.E. Representative



Gloria Vezeau, Negotiation Committee



Howard Currie, Negotiation Committee

Schedule „A„ - Outside Bargaining Unit

Position	January 1, 1998 - June 31, 1998 3%	July 1, 1998 - December 31, 1998 \$0.15	January 1, 1999 - June 30, 1999 2%	July 1, 1999 - December 31, 1999 \$0.15	January 1, 2000 - June 30, 2000 1%	July 1, 2000 - December 31, 2000 \$0.20
Labourer	\$14.565	\$14.715				
Probationary-I			\$15.010	\$15.160	\$15.312	\$15.512
Probationary II			\$15.218	\$15.368	\$15.522	\$15.722
Maintenance III	\$14.973	\$15.123	\$15.426	\$15.576	\$15.731	\$15.931
Maintenance II	\$15.445	\$15.595	\$15.907	\$16.057	\$16.218	\$16.418
Maintenance I	\$15.914	\$16.064	\$16.385	\$16.535	\$16.700	\$16.900
Gardener	\$15.445	\$15.595	\$15.907	\$16.057	\$16.218	\$16.418
Arborist	\$15.445	\$15.595	\$15.907	\$16.057	\$16.218	\$16.418
Small Engines Mechanic / Welder	\$15.914	\$16.064	\$16.385	\$16.535	\$16.700	\$16.900

Position	January 1, 1998 - December 31, 1998 3%	January 1, 1999 - December 31, 1999 2%	January 1, 2000 - December 31, 2000 1%
Facility Maintenance Technician II	\$18.180	\$18.544	\$18.728
Facility Maintenance Technician I	\$19.293	\$19.679	\$19.875
Motor Mechanic II	\$18.180	\$18.544	\$18.728
Motor Mechanic I	\$19.293	\$19.679	\$19.875

New Hires = Year 1 - Probationary I Rate

Year 2 - Probationary II Rate

Year 3 - Maintenance III Rate

SCHEDULE "A" -- OUTSIDE BARGAINING UNIT

"Employees classified in any given level will be required to carry out duties at a lower job classification, if directed by their Supervisor, and the employee will be paid at his or her normal rate of pay."

Probationary employees may be paid up to fifteen cents (15¢) per hour less than the designated rate.

SEASONAL EMPLOYEES

Definition

Seasonal employees are maintenance staff, other than students, who are employed by the City for an extended period of time and hired to work full shifts during peak work periods.

Wages

The rate of pay will be calculated as 90% of the Labourer rate. Effective January 1, 1999, the rate of pay for a Seasonal employee will be calculated at 90% of the Probationary I rate.

Vacation and Statutory Holidays

Vacation pay will be paid pursuant to the Employment Standards Act. A seasonal employee will be entitled to all statutory holidays under Article XIX of the Collective Agreement, which fall within their period of employment.

Clothing

Seasonal employees will be entitled to full clothing issue and boot allowance will be pro-rated at 2/3rds of current rate.

Schedule "B" - Inside Bargaining Unit
Effective January 1, 1998 - December 31, 1998

Level	Position	Start - 6 Months	Step1	Step2	Step3	Step4
1		\$21,323.49	\$22,071.94	\$22,849.39	\$23,653.29	\$24,483.65
2	Accounting Clerk II Engineering Clerk Operations Clerk Receptionist Stenographer II Stockroom Clerk+	\$23,669.67	\$24,502.56	\$25,363.15	\$26,254.00	\$27,177.60
3	Revenue Clerk Printer Stenographer I	\$26,271.63	\$27,195.23	\$28,151.60	\$29,140.73	\$30,165.13
4	Accounting Clerk I Buyer II/Inventory Clerk Aquatics Programmer	\$29,163.40	\$30,187.81	\$31,248.76	\$32,347.50	\$33,485.31
5	Animal Control Officer* Buyer I CAD Operator / Utilities Co-ordinator Computer Operator/Network Administrator Construction Inspector I Engineering Technologist II Grading & Drainage Technician Intermediate Accountant Lottery Licensing Officer License and Insurance Clerk Plan Examiner Planning Technician II Programmer Operator II Tax Collection Clerk	\$32,371.45	\$33,509.25	\$34,686.12	\$35,905.82	\$37,168.37
6	Building Inspector By-law Enforcement Officer Construction Inspection Design Technologist Engineering Office Supervisor Engineering Technologist I Parks Design Technologist Plan Examiner/Building Inspector Planner Planning Technician I Pool Supervisor Programmer Operator I Surveyor/Party Chief	\$35,932.29	\$37,196.10	\$38,502.75	\$39,854.77	\$41,257.18
7	Engineering Systems Specialist Senior Programmer/System Analyst	\$39,883.74	\$41,286.16	\$42,737.72	\$44,239.67	\$45,795.81
8	Senior Planner	\$44,269.92	\$45,827.31	\$47,437.63	\$49,104.65	\$50,832.15

* Indicates a 40 Hour Week

Schedule "B" - Inside Bargaining Unit
Effective January 1, 1999 - December 31, 1999

Level	Position	Start - 6 Month	Step 1	Step 2	Step 3	Step 4
1		\$21,749.96	\$22,513.38	\$23,306.38	\$24,126.36	\$24,973.32
	Operations Clerk Receptionist	\$24,143.06	\$24,992.61	\$25,870.41	\$26,779.08	\$27,721.15
3	Revenue Clerk	\$26,797.06	\$27,739.13	\$28,714.63	\$29,723.54	\$30,768.43
4	Accounting Clerk I Buyer II/Inventory Clerk Aquatics Programmer	\$29,746.67	\$30,791.57	\$31,873.74	\$32,994.45	\$34,155.02
5	Animal Control Officer Buyer I CAD Operator / Utilities Co-ordinator Grading & Drainage Technician Intermediate-Accountant Lottery Licensing Officer	\$33,018.88	\$34,179.44	\$35,379.84	\$36,623.94	\$37,911.74
6		\$36,650.94	\$37,940.02	\$39,272.81	\$40,651.87	\$42,082.32
		\$40,681.41	\$42,111.88	\$43,592.47	\$45,124.46	\$46,711.73
		\$45,155.32	\$46,743.86	\$48,386.38	\$50,086.74	\$51,848.79

+ Indicates a 40 Hour Week

Schedule "B" - Inside Bargaining Unit

Effective January 1, 2000 - December 31, 2000

Level	Position	Start - 6 Months	Step 1	Step 2	Step 3	Step 4
1		\$21,967.46	\$22,738.51	\$23,539.44	\$24,367.62	\$25,223.05
	Engineering Clerk Operations Clerk Receptionist Stenographer II	\$24,384.49	\$25,242.53	\$26,129.12	\$27,046.87	\$27,998.36
		\$27,065.04	\$28,016.53	\$29,001.78	\$30,020.78	\$31,076.11
		\$30,044.13		\$32,192.47	\$33,324.39	\$34,496.57
5	Animal Control Officer • Buyer I CAD Operator / Utilities Co-ordinator Computer Operator/Network Administrator Construction Inspector I Engineering Technologist II			\$35,733.64	\$36,990.18	\$38,290.86
		\$37,017.45	\$38,319.42	\$39,665.53	\$41,058.38	\$42,503.14
	Design Technologist Engineering Office Supervisor Engineering Technologist I Parks Design Technologist Plan Examiner/Building Inspector Planner Planning Technician I Pool Supervisor Programmer Operator I Surveyor/Party Chief					
7	Engineering Systems Specialist Senior Programmer/System Analyst	\$41,088.23	\$42,533.00	\$44,028.40	\$45,575.71	\$47,178.84
8	Senior Planner	\$45,606.87	\$47,211.29	\$48,870.24	\$50,587.61	\$52,367.28

* Indicates a 40 Hour Week

SCHEDULE "B" -- INSIDE BARGAINING UNIT

ACCELERATION CLAUSE

New in classification is: **6 Months**

After **6** months of good work performance in this classification and a positive Performance Evaluation, the employee moves to **Step 1.**

After **12** months of good work performance in this classification and a positive Performance Evaluation, the employee moves to **Step 2.**

After **12** months of good work performance in this classification and a positive Performance Evaluation, the employee moves to **Step 3.**

After **12** months of good work performance in this classification and a positive Performance Evaluation, the employee moves to **Step 4.**

The Corporation may accelerate an employee's movement upward in the range of rates where the Corporation is of the opinion that such advancement is warranted.



CANADIAN UNION OF PUBLIC EMPLOYEES
SYNDICAT CANADIEN DE LA FONCTION PUBLIQUE



GRIEVANCE FORM

(To be completed in triplicate)

FORMULE DE GRIEF

(Remplir en triplicate)

Case No.: _____
Dossier No.:

Local No.: _____
Local No.:

Employer _____
Employeur

Employee _____
Employé(e)

Department _____ Classification _____
Département Classification

Supervisor _____
Supérieur(e) immédiat(e)

TO: _____
 A : _____

I/We the undersigned claim that
 Je/Nous le(s) soussigné(es) affirmons que _____

Therefore I/we request that
 Donc je/nous recommandons que _____

Signature of Employee(s) or Union Officer
 Signature de l'employé(e) ou des employé(e)s ou d'un(e) dirigeant(e) syndical(e) _____

DATE _____

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF STONEY CREEK

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1220

This Letter of Understanding recognizes that C.U.P.E. Local 1220, employees shall be allowed to bank overtime at the appropriate overtime rate, as lieu time. All lieu time banked from January 1, to the 23rd pay period, must be claimed by the end of that pay period. All lieu time not claimed, will be paid out on the pay cheque for the 25th pay period, all upon the approval of the Department Head or Designate.

Definition of "claimed" is time booked or notification to be paid.

Lieu time will be offered to both inside and outside Bargaining Unit employees, with no limit on the hours of work banked, effective January 1, 1998, and is subject to renewal by mutual consent.

Dated at Stoney Creek this 7th day of May 1999

Corporation of the City of Stoney Creek

William F. Alcock

Chief Administrative Officer

M. Adamson

Mary A. Adamson
Director of Human Resources

Canadian Union of Public Employees, Local 1220

Greg Roy, President

Michael Stokes, C.U.P.E. Representative

Gloria Vezeau, Negotiating Committee

Howard Currie, Negotiating Committee

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF STONEY CREEK

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1220

This Letter of Understanding recognizes that the Corporation of the City of Stoney Creek and C.U.P.E. Local 1220, agree that subject to the terms of the Collective Agreement, the Supervisor of Fleet Services, Supervisor of Facility Services and the Recreation Facilities Foreman may continue to perform the duties they performed under their former title of "Working Foremen/Women".

Dated at *Stoney Creek* this 14th day of May, 1999

Corporation of the City of Stoney Creek


Canadian Union of Public Employees,
Local 1220



William F. Allcock
Chief Administrative Officer



Greg Roy, President



Mary A. Adamson
Director of Human Resources



Michael Stokes, C.U.P.E. Representative



Gloria Vezeau, Negotiating Committee



Howard Currie, Negotiating Committee

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF STONEY CREEK

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1220

This Letter of Understanding recognizes that the Corporation of the City of Stoney Creek, and C.U.P.E. Local 1220, will form a Committee to establish mutually agreeable procedures with respect to entitlement, allocation, and assignment of Overtime opportunities resulting from circumstances requiring an extension of the work day.

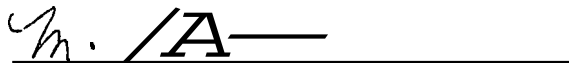
Dated at **Stoney Creek** this 4th day of May, 1999

Corporation of the City of Stoney Creek


**Canadian Union of Public Employees,
Local 1220**


William F. Allcock
Chief Administrative Officer


Greg Roy, President


Mary A. Adamson
Director of Human Resources


Michael Stokes, C.U.P.E. Representative


Gloria Vezeau, Negotiating Committee


Howard Currie, Negotiating Committee

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF STONEY CREEK

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1220

This Letter of Understanding recognizes that the Corporation of the City of Stoney Creek, and C.U.P.E. Local 1220, will form a Benefits Committee to review and explore ways to reduce the costs associated with the extended health benefits.

Dated at Stoney Creek this 7th day of May, 1999

Corporation of the City of Stoney Creek

Canadian Union of Public Employees, Local 1220

[Signature]
William F. Allcock
Chief Administrative Officer

[Signature]
Greg Roy, President

[Signature]
Mary A. Adamson
Director of Human Resources

[Signature]
Michael Stokes, C.U.P.E. Representative

[Signature]
Gloria Vezeau, Negotiating Committee

[Signature]
Howard Currie, Negotiating Committee

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF STONEY CREEK

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1220

This Letter of Understanding pertains to this Collective Agreement between C.U.P.E. Local 1220, and the Corporation of the City of Stoney Creek.

The Corporation warrants, subject to emergency circumstances where alternate work cannot be assigned, there will be no reduction in the normal hours of work for any existing bargaining unit employee with seniority rights during the term of this Collective Agreement.

Dated at Stoney Creek this 4th day of May, 1999

Corporation of the City of Stoney Creek

Canadian Union of Public Employees, Local 1220

[Signature]
William F. Allcock
Chief Administrative Officer

[Signature]
Greg Roy, President

M. Adamson
Mary A. Adamson
Director of Human Resources

[Signature]
Michael Stokes, C.U.P.E. Representative

[Signature]
Gloria Vezeau, Negotiating Committee

[Signature]
Howard Currie, Negotiating Committee

LETTER OF UNDERSTANDING
between
THE CORPORATION OF THE CITY OF STONEY CREEK
and
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1220

This Letter of Understanding pertains to this Collective Agreement between C.U.P.E. Local 1220, and the Corporation of the City of Stoney Creek.

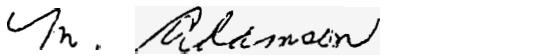
The employer agrees that the exercise of any of the rights contained in Article 2.01 shall be in a manner that is fair, reasonable and consistent with the terms of this Collective Agreement. Any dispute arising **from** the interpretation of this clause, shall be resolved through a labour/management committee consisting of equal numbers **of** union and management members, to be determined. In the event the matter is not resolved either party may refer the issue in dispute to the grievance procedure.

Dated at **Stoney Creek** this 7th day of May, 1999

Corporation of the City of Stoney Creek



William F. Allcock
Chief Administrative Officer



Mary A. Adamson
Director of Human Resources

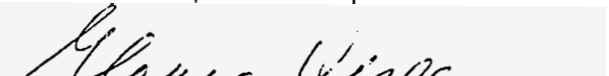
**Canadian Union of Public Employees,
Local 1220**



Greg Roy, President



Michael Stokes, C.U.P.E. Representative



Gloria Vezeau, Negotiating Committee



Howard Currie, Negotiating Committee

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE CITY OF STONEY CREEK

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1220

This Letter of Understanding pertains to this Collective Agreement between C.U.P.E. Local 1220, and the Corporation of the City of Stoney Creek.

If a vacancy occurs and the City fills it, the vacancy will be filled at an Operator II level. If the vacancy is filled internally with an Operator III, that vacancy will be filled at an entry level Labourer.

Clarification:

- Entry level will be:
- Probationary I - Paid at Labourer rate for 1 year.
 - Probationary II - Paid at difference between Labourer and Operator III rate for 1 year.

At the end of the second year, Probationary II will move to Operator III rate.

New titles will be:

- | | |
|-----------------|---|
| Maintenance I | • Formerly Operator/Maintenance I |
| Maintenance II | • Formerly Operator/Maintenance II |
| Maintenance III | • Formerly Operator/Maintenance III |
| Probationary I | • Formerly Labourer |
| Probationary II | • New Rate (difference between Labourer & Operator III) |

If a vacancy occurs due to retirement or an employee terminates his/her employment, the vacancy so created will be filled at a Maintenance II (formerly Operator II) level.

Operator I will be grandfathered out.


The differential will be eliminated with the ratification of the Memorandum of Agreement.

Effective January 1, 1999, existing Labourers will be moved to Maintenance III (formerly Operator III) level.

Dated at **Stoney Creek** this 17th day of May 1999

Corporation of the City of Stoney Creek


Canadian Union of **Public** Employees,
Local 1220



William F. Allcock
Chief Administrative Officer



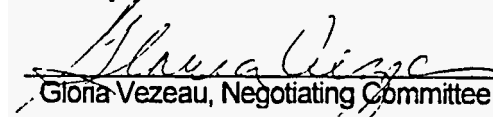
Greg Roy, President



Mary A. Adamson
Director of Human Resources



Michael Stokes, C.U.P.E. Representative



Gloria Vezeau, Negotiating Committee



Howard Cume, Negotiating Committee

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