

AGREEMENT

BETWEEN

**THE CORPORATION OF THE CITY OF
THUNDER BAY**

AND

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES**

LOCAL 87

(AMALGAMATED BARGAINING UNIT)

FROM: JANUARY 1, 2009

TO: DECEMBER 31, 2010

11315(05)

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THIS AGREEMENT MADE AND ENTERED INTO

THIS , DAY OF , 2010.

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY

Hereinafter referred to as the "Corporation"

OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 87

Hereinafter referred to as the "Union"

OF THE SECOND PART

Article I - Purpose

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Corporation and its employees; to provide an amicable method for fairly and peacefully adjusting any disputes which may arise between the Corporation and its employees.

Article II - Recognition

2.01 The Corporation recognizes the Canadian Union of Public Employees, Local 87, as sole bargaining agent for: All employees of the Corporation, save and except:
positions or groups of employees excluded from collective bargaining by virtue of the Labour Relations Act; positions or persons who exercise managerial functions;

Article II – Recognition – Cont'd

positions or persons employed in a confidential capacity related to labour relations; existing and presently proposed positions in the Human Resources Department;

positions under jurisdiction of outside boards/agencies;

positions under jurisdiction of other bargaining units;

non-union positions that, if organized, would fall under jurisdiction of another bargaining unit;

positions under jurisdiction of: Community Auditorium, Non-Profit Housing, Economic Development Corporation, and Victoriaville Board;

part-time employees who do not work the standard number of hours per week and who are not governed by the provisions of the CUPE Inside, Outside or Animal Control collective agreements (interpretive assistance is available from the Scope Letter of Understanding between the parties dated May 3, 1994).

2.02 Work of the Bargaining Unit

It is agreed that non-union employees will not regularly perform duties normally carried out by members of the bargaining unit except in cases agreed upon by the parties or in the event of an emergency.

2.03 No Other Agreements

It is agreed that all management and non-union personnel will be subject to the provision of Section 73 (1) of the Labour Relations Act which reads as follows:

73(1) No employer, employer's organization or person acting on behalf of an employer or an employer's organization shall, so long as a trade union continues to be entitled to represent the employees in a bargaining unit, bargain with or enter into a collective agreement with any person or another trade union or council of trade unions on behalf or purporting, designed or intended to be binding upon the employees in the bargaining unit or any of them.

Article III - Interpretation

3.01 **"Council"** shall mean the City Council of the Corporation of the City of Thunder Bay.

"City Manager" and **"Chief Administrative Officer (CAO)"** shall be interchangeable and shall mean head of the municipal administration of the Corporation.

"General Manager" shall mean head of a municipal "Department" of the Corporation, such as the General Manager of: Community Services; Protective Services; Transportation and Works; Corporate Services; Finance; Development; Telephone and Corporate Services; and Human Resources, as the case may be.

"Manager" shall mean the level of management that reports directly to a General Manager.

"Student" shall mean a person who is employed during the period April 15 to September 30 and who was a student at a school, college, university or other educational institution prior to becoming employed by the Corporation, and who demonstrates to the Corporation an intent to return to school on a regular basis at the end of the vacation period. Student employees shall not accumulate seniority, service or sick leave credits. Students hired during the school vacation period will be terminated from the employ no later than September 30.

"Student Trainee" shall mean a person placed into a position within jurisdiction of this bargaining unit in conjunction with a curriculum of a recognized educational institute. Student trainees shall not accumulate seniority, service or sick leave credits and will be terminated from the employ of the Corporation upon completion of the placement. The use of student trainees shall not result in the layoff of an employee who is a member of this bargaining unit. And, student placement shall not commence if there are laid off employees who are otherwise capable of performing the required work.

Article III – Interpretation – Cont'd

"Regular Employee" shall mean a person on the payroll in a posted position, or a position filled in pursuant to Article XXII, Promotion and Vacancies.

"Relief, Seasonal, Temporary and/or Part-Time Employees" shall mean persons on the payroll employed pursuant to the Letters of Understanding attached hereto and forming part of this collective agreement.

Article IV - Probationary Period

- 4.01 a) All new employees hired into bargaining unit positions with a maximum hourly salary at or less than the maximum Step 3 hourly salary in Group # 5 listed in Schedule "A", will be required to serve a probationary period of sixty-five (65) actual days worked. New employees hired into positions with a maximum hourly salary that is greater than Step 3 - Group # 5 but at or less than Step 3 - Group 8, as listed in Schedule "A", will be required to serve a probationary period of one hundred and thirty (130) actual days worked. New employees hired into positions with a maximum hourly salary that exceeds the maximum salary at Step 3 - Group # 8, as listed in Schedule "A", will be required to serve a probationary period of one hundred and sixty (160) actual days worked. New employees, during the probationary period, may be discharged for unsuitability, it being understood that such discharge may be processed through the grievance procedure. During the probationary period, and intermittently thereafter, all employees will be evaluated as determined by the Corporation. It is agreed that, at the employee's request, a Shop Steward may be in attendance at such evaluations. The non-union Supervisor will inform the employee of this right at least one (1) shift prior to the shift during which the evaluation is to be carried out.
- b) Relief, Seasonal, Temporary and Part-Time employees employed pursuant to the Letters of Understanding will serve a probationary period as described above.

Article V - Membership and Union Check-Off

- 5.01 The parties agree that, as a condition of employment, all employees of the Corporation falling within the scope of the bargaining unit shall remain members of the union in good standing and all new employees shall become members of the Union after completion of thirty (30) calendar days from the commencement of their employment.
- 5.02 The Corporation agrees to deduct Union dues and assessments from the pay of all employees covered by this Agreement and remit same monthly to the Financial Secretary of the Union together with a list of additions and deletions of employees names to the master list.

Article VI - Discrimination

- 6.01 The Corporation and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of race, creed, colour, age, sex, sexual orientation, marital status, nationality, ancestry, place of residence, or place of origin of such person or employee or because of an employee's membership or non-membership in the Union or because of his activity or non-activity in the Union. The Corporation and the Union agree to comply with the Human Rights Code of Ontario with respect to the treatment of disabled employees.
- 6.02 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the non-union Supervisor or designate.

Article VII - Management's Rights

- 7.01 The Union recognizes and acknowledges that the management of the operation and direction of the working force are fixed exclusively with the Corporation, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Corporation to:

Article VII - Management's Rights – Cont'd

- a) maintain order and efficiency;
- b) hire, promote, demote, classify, transfer, suspend and re-hire employees, and to discipline or discharge an employee who has completed the probationary period for just cause or, in the case of a probationary employee, for unsuitability, provided that such action may be the subject matter of a grievance and dealt with as hereinafter provided;
- c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- d) determine the nature and kind of business conducted by the Corporation, the kinds and locations of sections and divisions, the equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Corporation except as specifically limited by the express provisions of this Agreement.

7.02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

Article VIII - Stewards & Bargaining Committee

8.01 Appointment of Stewards

The Corporation acknowledges the right of the Union to appoint Stewards together with alternate Stewards. The names of the Stewards shall be given to the Corporation in writing and the Corporation shall not be required to recognize any such Stewards until it has been so notified.

Article VIII - Stewards & Bargaining Committee – Cont'd

8.02 Management Co-operation with Stewards

The Corporation undertakes to instruct all members of its non-union supervisory staff to co-operate with the Stewards in the carrying out of the terms and requirements of this Agreement.

Stewards shall be allowed time during working hours to provide and acquaint new employees with the Collective Agreement at a time agreeable to the non-union Supervisor.

8.03 Union Co-operation with Management

The Union undertakes to secure from its officers, stewards and members their co-operation with the Corporation and with all persons representing the Corporation in a non-union supervisory capacity.

8.04 Union Bargaining Committee

The Corporation recognizes a Union collective bargaining committee consisting of six (6) union members who are employees of the Corporation, plus the Local Union President, plus the Union's National Representative. The Union members will be paid for time spent at negotiations with the Corporation, up to and including conciliation.

In the case of bargaining committee members who are "shift workers", and who are scheduled to work an evening shift (during which the majority of hours fall between 4:30 p.m. and midnight) immediately following an 8:30 a.m. to 4:30 p.m. negotiating session, such evening shift will be provided as time off with pay provided the employee can be replaced at straight time rates.

8.05 Management Co-operation with Union

On the request of either party, the parties shall meet at least once every two (2) months until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this Agreement.

Article IX - Grievance Procedure

9.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances fairly and promptly.

9.02 A Management or Union grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or a case where Management, an employee or the Union may have acted unjustly or improperly and an earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step No. 1

The aggrieved employee(s) will submit the grievance to his Steward. If the Steward is absent, he may submit his grievance to the Chief Steward or designate. At each Step of the grievance procedure, the grievor shall have the right to be present. If the Steward in consultation with the Grievance Committee considers the grievance to be justified, he shall first seek to settle the dispute orally with the employee's appropriate non-union Supervisor. The non-union Supervisor shall not consider a grievance where the circumstances giving rise to it occurred or originated more than three (3) full working days before the non-union Supervisor's receipt of the grievance. The non-union Supervisor will render a decision within two (2) working days.

Step No. 2

Failing satisfactory settlement at Step No. 1, the Chief Steward will submit to the Manager or designate within two (2) working days following the Step 1 decision, a written statement of the particulars of the grievance and the redress sought. The Manager or his designate shall render his decision within five (5) working days after receipt of such notice.

Step No. 3

Failing satisfactory settlement at Step No. 2, the Chief Steward and/or Grievance Committee shall within five (5) working days following the Step 2 decision submit the grievance to the General Manager or designate. The

Article IX - Grievance Procedure – Cont'd

General Manager or designate will render his decision within five (5) working days following receipt of such grievance.

Step No. 4

Failing satisfactory settlement at Step No. 3, within two (2) working days after the decision has been rendered at Step # 3, the employee concerned, together with the Steward and appropriate number of representatives of the Union, will submit to the CAO, or his designate, the written statement of the grievance and the redress sought on a recognized grievance form. The CAO or his designate shall render his decision in writing within five (5) working days following the presentation of the grievance to him. Failing a satisfactory settlement being reached at Step # 4, the Union may refer the dispute to Arbitration within thirty (30) working days thereafter, but not later.

The thirty (30) working days shall be calculated as being Monday to Friday, exclusive of Saturdays, Sundays and Statutory Holidays. The thirty (30) working days shall commence following receipt, by the Union executive, of the written decision.

9.03 Where a dispute involving a question of general application or interpretation of this Agreement occurs, or where a grievance involves a group of employees, Steps 1 and/or 2 of the grievance procedure may be by-passed.

9.04 Replies to grievances, stating reasons, shall be in writing commencing at Step 2.

9.05 The time limits in this grievance procedure may be extended by agreement of the parties.

9.06 Formal or Technical Objection

No grievance shall be defeated or denied by any formal or technical objection.

Article X - Management Grievances

10.01 Management may refer a grievance in writing to the Union President and/or appropriate Union Committee within three (3) working days of the occurrence or circumstances giving rise to the grievance. The Union shall meet with management representatives within two (2) working days after receipt of the grievance, and thereafter will render a decision within five (5) working days following such meeting. If the decision is not satisfactory to Management, the grievance may be referred to arbitration as provided for in XI below, within thirty (30) working days after the Union's decision has been rendered.

Article XI - Arbitration

11.01 Both parties agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article IX or X above, and which has not been settled, will be referred to a Board of Arbitration within thirty (30) working days after receiving the response at Step No. 4.

11.02 The Board of Arbitration will be composed of one person appointed by the Corporation, one person appointed by the Union and a third person, to act as Chairperson, as chosen by the other two (2) members of the Board.

11.03 Within five (5) working days of the request by either party for the Board, each party shall notify the other in writing of the name of its appointee.

11.04 Should the respective Corporate and Union nominees fail to agree upon a Chairperson within seven (7) working days of notification as contemplated by Clause 11.03 above, either party may request that the Minister of Labour for the Province of Ontario appoint a person to act as Chairperson.

11.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be binding on both parties.

Article XI – Arbitration – Cont'd

Notwithstanding the foregoing, the parties may agree, in writing, that the Board of Arbitration shall consist of a single Arbitrator. In such case the parties shall assume the role of the nominees in selecting/agreeing to the Chairperson.

- 11.06 The Board of Arbitration shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision, nor give any decision inconsistent with the terms and provisions of this agreement.
- 11.07 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chairman.
- 11.08 Should either party disagree as to the meaning of the decision, either party may apply to the Arbitrator, or Chairperson of the Arbitration Board, to reconvene the hearing and/or Board to clarify the decision, which it shall do within three (3) days.
- 11.09 The time limits fixed in this Article may be extended by the consent of either party.
- 11.10 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned and/or others as witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

Article XII -Discipline and Discharge

- 12.01 Prior to the issuance of a suspension or discharge, the employee involved, a Shop Steward and the Union President shall meet with the non-union Supervisor (and other management staff if required) as soon as possible

Article XII -Discipline and Discharge – Cont'd

after the incident(s) giving rise to the action to discuss the matter(s) and the employee will be given full opportunity to respond to any allegation(s).

The non-union Supervisor will determine if and to what extent disciplinary action will be taken. All disciplinary action will be taken in the presence of a Shop Steward, unless the employee declines representation. In cases of suspension or discharge, the Union President will also be present.

12.02 Disciplinary action is defined, but limited to:

- a) a recorded "verbal" warning which is notated as such and has been brought to the attention of the employee; or,
- b) a recorded "written" warning which is notated as such and has been brought to the attention of the employee; or,
- c) a suspension; or,
- d) a discharge for cause.

12.03 Discipline or discharge grievances shall be processed to Step # 2 of the grievance procedure with a written statement lodged with the Manager within five (5) working days after the employee has received notice of such disciplinary action. Such grievances may be settled by:

- a) confirming management's action; or,
- b) reinstating the employee with full compensation for time lost; or,
- c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

12.04 Personnel File

An employee shall have access to his personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall form part of the permanent record.

Article XIII - No Strikes, No Lockouts

13.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that,

Article XIII - No Strikes, No Lockouts – Cont'd

during the life of this agreement, there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lockout.

- 13.02 Should the Union or Corporation claim that a cessation of work constitutes a strike or lockout, the matter may be taken up pursuant to the grievance procedure.

Article XIV - Protection of Equipment and Property

- 14.01 The Union will protect equipment and property of the Corporation in case of a strike by the Union by providing Leadhands and Operators to perform any duties necessary to safeguard equipment and property, by ensuring equipment will be returned to the employer's premises before any work stoppage takes place.

Article XV - Hours of Work

15.01 Regular Hours of Work - Schedule "A" Employees

The regular hours of work for those listed in Schedule "A" shall consist of seven (7) hour tours of duty between the hours of 8:30 a.m. and 4:30 p.m., Monday to Friday inclusive, and all departments will be open for business on a continuous basis between these hours.

15.02 Meal Breaks

Schedule "A" Employees

The regular meal break for Schedule "A" employees, unless otherwise specified will be one (1) hour to be taken between 11:30 a.m. and 2:00 p.m.

Schedule "B" Employees

The regular lunch break for Schedule "B" employees, unless otherwise specified or agreed by the parties concerned, shall be a one-half (1/2) hour normally between 12:00 noon and 12:30 p.m.

Article XV - Hours of Work – Cont'd

15.03 Day Care Centre

The regular hours of work in the Day Care Centres shall consist of seven (7) hour tours of duty between the hours of 6:45 a.m. and 6:00 p.m., Monday to Friday inclusive. In addition, employees will take a one (1) hour meal break.

15.04 Stores

The regular hours of work for Storekeepers shall consist of seven (7) hour tours of duty between the hours of 8:00 a.m. to 4:30 p.m., Monday to Friday inclusive with one (1) hour lunch periods between 11:30 a.m. and 2:00 p.m.

15.05 Landfill Site

Schedule "A"

a) The regular hours of work for Schedule "A" landfill site employees shall consist of seven (7) hour tours of duty between the hours of 8:00 a.m. and 8:00 p.m. The regular days per week shall be five (5) days in any seven (7) day period. Days off shall be consecutive.

Schedule "B"

b) The regular hours of work for landfill/labour crews shall consist of eight (8) hour tours of duty between the hours of 8:00 a.m. and 8:00 p.m. for work performed during the Monday to Friday period, and an eight (8) hour tour between the hours of 8:00 a.m. and 5:00 p.m. on Saturdays, and 9:00 a.m. to 5:00 p.m. on Sundays. In addition, employees shall take a one-half (1/2) hour meal break. Employees will work five (5) consecutive identical shifts, followed by two (2) consecutive days off. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given to the employees concerned.

15.06 Computer Operators

The regular hours of work for Computer Operators shall be seven (7) hours a day, plus a one (1) hour meal break, Monday to Friday inclusive. Shifts will be on a rotation basis with schedules posted one (1) week in advance.

Article XV - Hours of Work – Cont'd

15.07 Civic Information Desk

The regular hours of work for the Civic Information Desk shall be seven (7) hour tours of duty between the hours of 8:00 a.m. and 4:30 p.m., plus a one (1) hour meal break, Monday to Friday inclusive.

15.08 Provincial Offences Act (POA) Administrative Clerks

The regular hours of work for POA Administrative Clerk(s) attending out of town satellite court shall consist of seven (7) hours of work. Otherwise the regular hours of work for the Administrative Clerk will be in accordance with Article 15.01 of the Collective Agreement.

15.09 Regular Hours of Work - Schedule "B" Employees

The regular hours of work for those listed in Schedule "B" unless otherwise stipulated, shall consist of eight (8) hour tours of duty between the hours of 8:00 a.m. and 4:30 p.m., plus a one-half (1/2) hour meal break, Monday to Friday inclusive. For the purpose of the foregoing, the work week shall commence on the first shift immediately following an employees regularly scheduled two (2) consecutive days off.

15.10 General Accounting Clerk Ontario Works

The regular hours of work for General Accounting Clerk(s) shall consist of seven (7) hour tours of duty between the hours of 8:00 a.m. and 4:00 p.m., Monday to Friday inclusive.

15.11 Visitor Information Counsellor-Tourism

The regular hours of work for the Visitor Information Counsellor shall consist of five (5) consecutive, seven (7) hour tours of duty between the hours of 8:30 a.m. and 8:30 p.m., followed by two (2) consecutive days off. In addition, employees will take a one (1) hour meal break.

Article XV - Hours of Work – Cont'd

15.12 Waste and Recyclables Collection

The regular hours of work for waste and recyclables collection crews shall consist of eight (8) hour tours of duty between the hours of 7:00 a.m. and 3:30 p.m., plus a one-half (1/2) hour meal break, Monday to Friday inclusive. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

15.13 Street Sweeping and Flushing Crews

The regular hours of work for Street Sweeping and Flushing Crews shall consist of five (5) identical eight (8) hour tours of duty between the hours of 4:00 a.m. and 5:00 p.m., plus a one-half (1/2) hour meal break, Monday to Friday inclusive, followed by two (2) consecutive days off. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

15.14 Sanding and Salting Crews

The regular hours of work for Sanding and Salting Crews shall consist of eight (8) hour tours of duty between the hours of 12:00 midnight and 8:00 a.m., Monday to Friday inclusive. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

15.15 Snow Removal Crews

The regular hours of work for Snow Removal Crews shall consist of eight (8) hour tours of duty between the hours of 11:00 p.m. and 8:00 a.m., Monday to Friday inclusive. When it is necessary to change a scheduled snow removal shift under Article 15.15 and the Corporation is unable to provide seven (7) days notice of such change, the employees concerned shall be paid at the rate of time and one-half (1 ½ x) for regular hours worked on the first day of the return to the regular shift outlined under Article 15.11 Regular Hours of Work – Schedule “B” Employees.

Article XV - Hours of Work – Cont'd

15.16 Traffic Marking Crews

The regular hours of work for Traffic Marking Crews during the period May 1st to September 30th, shall consist of eight (8) hour tours of duty between 4:00 a.m. to 2:30 p.m., plus a one-half (1/2) hour meal break, Monday to Friday inclusive. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned. Employees working this shift shall receive shift differential as per clause 17.01 (b).

15.17 Water Treatment Plant

The regular hours of labour for Chief Operator, Industrial Millwright, Industrial Millwright Apprentice, Leadhand Electrician, Plant Electrician, Maintenance and Relief Operator, Operator, Control Technician, Janitor/Handyworker and Environmental Engineering Technician shall be as follows:

- a) Operators - The Regular hours of work shall consist of eight (8) hour tours of duty, inclusive of a one-half (1/2) hour paid meal break, with shifts from 11:30 p.m. to 7:30 a.m.; 7:30 a.m. to 3:30 p.m.; and 3:30 p.m. to 11:30 p.m. Operators shall work five (5) consecutive identical shifts, followed by two (2) consecutive days off. There shall be a minimum of sixteen (16) hours between shifts.
- b) Industrial Millwright, Industrial Millwright Apprentice, Leadhand Electrician, Plant Electrician, Maintenance and Relief Operator, Control Technician and Environmental Engineering Technician - The regular hours of work shall consist of eight (8) hour tours of duty, plus a one-half (1/2) hour meal break, for five (5) shifts on consecutive days followed by two (2) consecutive days off. There shall be a minimum of eight (8) hours between shifts except as provided for in Section d) and in any event will not be required to work at straight

Article XV - Hours of Work – Cont'd

time rates beyond eight (8) hours during any twenty-four (24) hour period.

- c) The regular hours of work for Chief Operator and Janitor/Handyman shall consist of eight (8) hour tours of duty plus a one-half (1/2) hour meal break, Monday to Friday 7:30 a.m. to 4:00 p.m. inclusive. For the purpose of the foregoing, the work week shall commence on the first shift immediately following an employee's regularly scheduled two (2) consecutive days off.
- d) The regular hours of work for the Environmental Engineering Technician will be as per the Letter of Understanding RE: Schedule "B" Environmental Engineering Technician Water Treatment Plant Ten (10) Hour Shift Rotation.
- e) Maintenance & Relief Operators, who by a change in their regularly scheduled shifts are required to work on their regularly scheduled days off, shall receive the appropriate overtime payment for all work performed on these days.
- f) In cases of sickness, seven (7) hours notice shall be given to the employee who substitutes for the sick employee. If less than seven (7) hours notice is given, then overtime premium rates shall be paid.
- g) When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned. For the purpose of the foregoing, tours of duty shall commence at 11:30 p.m., 7:30 a.m. and 3:30 p.m.

15.18 Water Pollution Control Plant

The hours of work for Industrial Millwrights, Industrial Millwright Apprentices, Leadhand Electricians, Plant Electricians, Chief Operators, Maintenance and Relief Operators and Control Technicians at the Water Pollution Control

Article XV - Hours of Work – Cont'd

Plant shall be in accordance with Appendix (A) attached hereto and forming part of this agreement.

15.19 Parking Maintenance Workers

The regular hours of work for Parking Maintenance Workers shall consist of eight (8) hour tours of duty between 6:00 a.m. and 2:30 p.m., with one-half (1/2) hour unpaid lunch, Monday to Friday inclusive.

15.20 Watch Workers

The regular hours of work for Watch Workers shall consist of eight (8) hour tours of duty on the basis of five (5) tours of work in a seven (7) day period, between the hours of 4:00 p.m. and 12:00 midnight or 12:00 midnight to 8:00 a.m., Sunday through Saturday. An 8:00 a.m. to 4:00 p.m. is required Saturday and Sunday. Where possible, there will be two (2) consecutive days off. There will be a minimum of eight (8) hours between shifts.

15.21 Janitors

The regular hours of work for Janitors shall consist of five (5) consecutive identical shifts in a seven (7) day period generally between the hours of 2:30 p.m. and 10:30 p.m., and 4:00 p.m. and 12:00 midnight. Where existing shifts differ from these hours, present shifts will remain in effect until the parties mutually agree to revert to "the regular hours of work for Janitors".

15.22 Stationary Engineers, Fort William Gardens

The regular hours of work for Stationary Engineers at Fort William Gardens shall consist of eight (8) hour tours of duty between the hours of 7:00 a.m. to 3:00 p.m. and 5:00 p.m. to 1:00 a.m. for employees required to work two (2) shifts, and between the hours of 8:00 a.m. to 4:00 p.m., 4:00 p.m. and 12:00 midnight, and 12:00 midnight to 8:00 a.m. for employees required to work three (3) shifts.

Article XV - Hours of Work – Cont'd

The Stationary Engineers shall be required to work five (5) identical consecutive shifts, followed by two (2) consecutive days off. There shall be a minimum of sixteen (16) hours between shifts.

15.23 Park Worker - Indoor Arenas, Fort William Gardens

The regular hours of work for Park Worker - Indoor Arenas, Fort William Gardens, shall consist of eight (8) hour tours of duty. They shall work five (5) consecutive identical shifts followed by two (2) consecutive days off, for a minimum of sixteen (16) hours between shifts. They will not be required to work at straight time rates beyond eight (8) consecutive hours during any twenty-four (24) hour period.

15.24 Leadhand II (Arenas) and Park Worker II (Indoor Arenas)

The regular hours of work for Leadhand II (Arenas) and Park Worker II (Indoor Arenas) shall consist of eight (8) hour tours of duty, between the hours of 8:00 a.m. to 5:00 p.m. and 5:00 p.m. to 1:00 a.m. Employees will be required to work five (5) consecutive shifts followed by two (2) consecutive days off. There shall be a minimum of sixteen (16) hours between shifts.

15.25 Other Parks and/or Recreation Workers

The regular hours of work for other Parks & Recreation shift employees shall consist of eight (8) hour tours of duty. Shifts shall be for no less than five (5) consecutive days on identical shifts, followed by two (2) consecutive days off. There will be sixteen (16) hours between tours of duty.

15.26 Outdoor Rinks

The hours of work for outdoor rinks shall be five (5) shifts on consecutive days at eight (8) hours each, Sunday through Saturday, with two (2) consecutive days off.

Article XV - Hours of Work – Cont'd

15.27 Changing Shifts - Parks and/or Recreation Workers

When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

15.28 Marina Personnel

The regular hours of work for the Marina personnel shall consist of twelve (12) hour tours of duty, from 9:00 a.m. to 9:00 p.m. each day. There shall be three (3) tours, either days or nights of duty followed by three (3) tours, either days or nights off. (Seven (7) twelve (12) hour shifts each fourteen (14) days.)

15.29 Leadhand-Canada Games Complex, Maintenance Person – Canada Games Complex and Maintenance Person - Community Aquatics

See Letter of Understanding RE: Hours of Work – Leadhand - Canada Games Complex, Maintenance Person – Canada Games Complex, and Maintenance Person- Community Aquatics.

15.30 Animal Control Officers

Animal Control Officers will be required to work a twenty-one (21) day shift schedule. The schedule will commence with seven (7) work days (evening shift), three (3) days off, followed by seven (7) work days (day shift), four (4) days off.

Summer Hours - April 1 - September 30

The regular day shift hours for Animal Control Officers shall be from 8:00 a.m. to 4:30 p.m. inclusive of a thirty (30) minute unpaid, uninterrupted meal period.

The regular evening shift hours for Animal Control Officers shall be from 1:00 p.m. to 9:30 p.m., inclusive of a thirty (30) minute unpaid, uninterrupted meal period.

Article XV - Hours of Work – Cont'd

Winter Hours - October 1 - March 31

The regular day shift hours for Animal Control Officers shall be from 8:00 a.m. to 4:30 p.m., inclusive of a thirty (30) minute unpaid, uninterrupted meal period.

The regular evening shift hours for Animal Control Officers shall be from 9:30 a.m. to 6:00 p.m., inclusive of a thirty (30) minute unpaid, uninterrupted meal period.

15.31 **Animal Care Attendants**

The full-time Animal Care Attendants will work a Monday to Friday shift rotation from 8:00 a.m. to 5:00 p.m., inclusive of a one (1) hour unpaid meal break. The employees will not normally be required to work on weekends or Statutory Holidays. The part-time Animal Care Attendants will work on the weekends and Statutory Holidays, sharing available work in an equitable manner. Should these employees not be available to work, other trained, part-time employees may be offered the available work. These shifts will be from 8:00 a.m. to 4:30 p.m., inclusive of a one-half (1/2) hour unpaid meal break.

15.32 **Clerk Receptionist Dispatchers - Animal Control**

The Clerk Receptionist Dispatchers will be required to work Monday to Friday, or from Tuesday to Saturday.

The hours of work for Dispatchers shall be from 9:00 a.m. to 6:00 p.m., inclusive of a one (1) hour unpaid, uninterrupted meal period, OR from 8:00 a.m. to 5:00 p.m., inclusive of a one (1) hour unpaid, uninterrupted meal period. The Corporation will assign the specific shift to be worked.

15.33 **Preference of Days Off for Schedule "B" Employees**

Seniority shall determine preference of days off subject only to ability to perform the requirements of the job.

Article XV - Hours of Work – Cont'd

15.34 Changes in Hours of Work

It is agreed that the hours of work set forth under this Article can be adjusted on the agreement of the parties during the lifetime of this Agreement.

15.35 Assignment to Outdoor Rinks and Indoor Arenas

Parks employees assigned to outdoor rinks and indoor arenas will be given the opportunity to work eighty (80) hours in the bi-weekly period when these facilities close or start up. Work performed to make up the eighty (80) hours will be paid at straight time rates. This is not to be considered to be a guarantee of Hours of Work. There will be no Premium Pay at the start up of the Outdoor Rinks and Indoor Arenas.

15.36 Maintenance Person – Community Aquatics

a) Maintenance Person - Volunteer Pool - Two (2) Tour System

Tour #1

Monday to Friday - 4:30 a.m. to 1:00 p.m.

Tour #2

Sunday	- 8:00 a.m. to 4:30 p.m.
Wednesday	- 1:30 p.m. to 10:00 p.m.
Thursday	- 1:30 p.m. to 10:00 p.m.
Friday	- 1:30 p.m. to 10:00 p.m.
Saturday	- 8:00 a.m. to 4:30 p.m.

b) Maintenance Person - Churchill Pool – Two (2) Tour System

Tour # 1

Monday to Thursday 8:00 a.m. to 6:30 p.m. (1/2 hour unpaid lunch)

Tour #2

Thursday to Sunday 11:30 a.m. to 10:00 p.m. (1/2 hour unpaid lunch)

Article XV - Hours of Work – Cont'd

15.37 Schedule at Canada Games Complex

CANADA GAMES COMPLEX
LEADHAND-CANADA GAMES COMPLEX and MAINTENANCE PERSON – CANADA GAMES COMPLEX
FULL-TIME WORK SCHEDULE

Date	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sa
Leadhand	D	D	D	D	Off	Off	Off	E	E	E	E	Off	Off	Off
Maintenance Person - (1)	E	E	E	E	Off	Off	Off	D	D	D	D	Off	Off	Off
Maintenance Person - (2)	Off	Off	Off	D	D	D	D	Off	Off	Off	E	E	E	E
Maintenance Person - (3)	Off	Off	Off	E	E	E	E	Off	Off	Off	D	D	D	D

Article XV - Hours of Work – Cont'd

15.38 Relief, Seasonal, Temporary and Part Time Staff

The hours of work for persons employed pursuant to the Letters of Understanding are outlined below. Nothing in this Article is to be construed as a guarantee of available work.

- a) Daily work schedules for Relief, Seasonal, and Temporary employees will be as outlined for their classifications in this Article.
- b) Relief employees may work less than the standard number of full-time shifts per week and, upon agreement of the parties, less than the standard number of full-time hours per shift.
- c) Seasonal and Temporary employees will normally work the standard number of full-time shifts per week, and the standard number of full-time hours per shift, during their period of employment, unless otherwise agreed to by the parties.
- d) Part-time employees, in Animal Control, may fill in for absent full-time employees in the regular full-time work cycle as provided for in this article, or work a predetermined year round work schedule of twenty-four (24) hours per week or less.

Article XVI - Overtime

16.01 Overtime Rates

- a) Schedule "A" Employees - Authorized overtime in excess of the regular hours of work for Schedule "A" classifications shall be paid for at the rate of time and one-half (1 - 1/2X) for the first three (3) hours worked in a day and double time (2X) for each consecutive hour worked thereafter; time and one-half (1 - 1/2X) for the first four (4) hours and double time (2X) thereafter on the sixth (6) consecutive day worked (normally Saturday); and double time (2X) on the seventh (7th) consecutive day worked (normally Sunday).

Article XVI – Overtime – Cont'd

- b) Schedule "B" Employees - Authorized overtime for Schedule "B" employees (excluding Animal Control Employees) shall be paid for at the rate of double time (2X) for any work performed in the twelve (12) hour period immediately preceding their regularly scheduled tour of duty and at the rate of time and one-half (1 - 1/2X) for any work performed following the completion of their regular tour of duty. All employees shall be paid at the rate of time and one-half (1 - 1/2X) for work performed on the sixth (6th) day of their regular work week and double time (2X) for work performed on the seventh (7th) day of their regular work week. (For the purpose of the foregoing, double time on the sixth (6th) day shall be paid in the same manner as that paid immediately prior to the regularly scheduled tour of duty on the fifth (5th) day.)
- c) Animal Control Employees - Notwithstanding Article XVI, Clause 16.01 (b), authorized overtime for full-time employees (and any replacements thereof who work the full-time cycle) shall be paid for at the rate of time and one-half (1 - 1/2X) for all time worked before or after the regular work day and/or the regular work week. If a full-time employee (or replacement as described above) is required to work on each day of what would have been two (2) consecutive days off, time worked on the second consecutive day off will be paid at the rate of double time (2X). If a full-time employee (or replacement as described above) is required to work on each day of what would have been three (3) consecutive days off, time worked on such second and third days will be paid at double time (2X).
- d) Distribution
Except in the case of emergency, overtime shall be distributed in an equitable manner amongst those regular employees qualified and available to perform the required work and it is agreed that no employee shall be required to work overtime or a double shift against his wishes when other qualified employees normally performing such duties within their

Article XVI – Overtime – Cont'd

division/section or designated area are available and willing to perform the required work.

Notwithstanding the above, any employee employed at the relevant work site or with the relevant piece of equipment may be assigned up to five (5) hours of unscheduled "tag end" overtime each seven (7) day work week.

Note: The Corporation will supply the Union with a list of "divisions or designated work areas", for discussion and agreement. Pending same, current practices will continue to apply.

16.02 Banked Time

Employees shall be given the option of choosing overtime pay or equivalent time off in lieu of overtime, up to an aggregate annual maximum of:

- a) ten (10) working days in the case of Schedule "A" employees;
- b) forty (40) hours in the case of Schedule "B" employees; and,
- c) nine (9) working days in the case of Animal Control employees.

Time off in lieu of overtime must be taken, unless otherwise mutually agreed, within a three (3) month period immediately following such overtime, at a time agreeable between the employee and the non- union Supervisor. The employee shall signify his intention to bank time immediately upon completion of the overtime worked. Unless otherwise mutually agreed, any banked time left on December 31, each year must be either scheduled or paid out by January 31 of the following year.

16.03 Meal Allowance

Effective June 18, 2001, should an employee be required to work overtime beyond one (1) hour after a full tour of duty, when no prior notice of overtime has been given, the employee will be given a hot meal and time to eat it OR will be reimbursed up to \$6.00 (six dollars) for a purchased "morning" meal

Article XVI – Overtime – Cont'd

or \$9.00 (nine dollars) for a purchased "evening" meal along with a twenty (20) minute paid meal break. The above will apply again for each consecutive four (4) hours of overtime worked after the preceding meal break(s).

If an employee is working in conjunction with an outside contractor and the contractor elects to continue working through the period an employee would normally have his overtime lunch break, the employee will continue working until a lunch break is called or until five (5) hours has elapsed since his last lunch break, whichever occurs first. An employee given proper notice shall be allowed time to eat his lunch.

16.04 Call-Out

An employee who is called back outside his standard hours other than for scheduled overtime work, shall be paid either:

- a) a minimum of half of a full-shift (of up to four (4) hours); or,
- b) at his applicable overtime rate for the time worked on the call-back, whichever is greater.

16.05 Stand-By - Schedule "B" Employees

- a) The Corporation will supply two way radios to employees while on standby.
- b) Schedule "B" standby periods, excluding Animal Control Workers, will be from 4:30 p.m., Friday to the following Friday at 4:30 p.m. and will be paid at the rate of two (2) hours at straight time seven (7) days a week between the hours of 4:30 p.m. and 8:00 a.m. and in addition six (6) hours standby at straight time rates shall be paid on Saturdays and Sundays between the hours of 8:00 a.m. and 4:30 p.m. An employee who is called out on standby shall be paid either:
 - i) a minimum of two (2) hours at his straight time rates; or,

Article XVI – Overtime – Cont'd

- ii) at his applicable overtime rate for the time worked on the call-out, whichever is greater.
 - c) The Animal Control standby period encompasses the period immediately following the designated evening shift until 8:00 a.m. the following morning. An employee required to be on standby will receive \$21.00 per night, seven (7) days a week. An employee called back to work on Standby shall receive a minimum of two (2) hours pay at straight time or the applicable overtime rate, whichever is greater.
- 16.06 An employee reporting for work and sent home due to adverse weather conditions shall be paid the minimum compensation of four (4) hours at straight time rates.
- 16.07 Layovers - (Effective June 18, 2001)
When employees travel to out of town employer required mandatory training and are required to layover on a Saturday night and the following Sunday that would normally be their regular day off, they shall receive a day off in lieu.

Article XVII - Shift Premium

- 17.01 a) Schedule "A" Employees
In the case of Schedule "A" classifications, a shift premium of two dollars and fifty cents (\$2.50) per day shall be payable to employees where the majority of their hours worked falls between the hours of 6:00 p.m. and 6:00 a.m. This shift premium shall not be payable when the overtime rate is in effect. The provisions of this Clause do not apply to Building Maintenance personnel.
- Effective July 28, 1998, a shift premium of \$.55 per hour shall be payable to employees where the majority of their hours worked falls between the hours of 6:00 p.m. and 6:00 a.m. This shift premium shall not be payable when the

Article XVII - Shift Premium – Cont'd

overtime rate is in effect. The provisions of this clause do not apply to Building Maintenance Personnel.

- b) Schedule "B" Employees In the case of Schedule "B" classifications, other than Animal Control Employees, a shift premium of fifty-five cents (\$.55) per hour, will be payable to the following groups of employees for hours regularly worked outside of the normal daily work schedule but will not be payable when the overtime rate is in effect:

- a) Street Sweeping and Flushing Crews;
- b) Sanding and Salting Crews;
- c) Snow Removal Crews - to commence on the second day of snow removal operations. Overtime rates will apply on the first day of snow removal operations;
- d) Water Treatment Plant Operators;
- e) Mechanics and Helpers;
- f) Indoor Rinks;
- g) Landfill Site crews;
- h) Golf Course Workers;
- i) Outdoor Rink Caretakers;
- j) Canada Games Complex Employees;
- k) Volunteer Pool Employees;
- l) Parking Maintenance Workers.

- c) Animal Control Employees

In recognition of the undesirable features of shift work, employees shall receive thirty-five cents (\$.35) per hour additional compensation for all hours worked on the evening shift. Effective July 28, 1998, the shift premium will be increased to \$.55 per hour.

Article XVII - Shift Premium – Cont'd

- d) The provisions of this Article apply to Relief, Seasonal, Temporary and Part-time employees hired pursuant to the Letters of Understanding in affected classifications.

Article XVIII - Vacations With Pay

18.01 Vacation Entitlement

- a) All employees with one (1) year or more of continuous service will be entitled to ten (10) working days annual vacation with pay.
- b) All employees with two (2) years or more of continuous service will be entitled to fifteen (15) working days annual vacation with pay.
- c) All employees with eight (8) years or more of continuous service will be entitled to twenty (20) working days annual vacation with pay.
- d) All employees with sixteen (16) years or more of continuous service will be entitled to twenty-five (25) working days annual vacation with pay.

All employees with sixteen (16) years or more of continuous service shall, in addition to the annual vacation set forth in Article XVIII, Clause 18.01 (d) above, will be entitled to one (1) additional day for each year of continuous service beyond sixteen (16) years of continuous service to a maximum of ten (10) additional days vacation, e.g.

Years of Continuous Service	Working Days Annual Vacation	Additional Vacation Days
17	25	1
18	25	2
19	25	3
20	25	4
21	25	5
22	25	6
23	25	7
24	25	8
25	25	9
26	25	10

Article XVIII - Vacations With Pay – Cont'd

18.02 Relief, Seasonal, Temporary and Part-time employees employed pursuant to the Letters of Understanding will receive 4% vacation pay each pay period as payment for time off in accordance with vacation entitlement provisions of the Employment Standards Act.

If a Relief, Seasonal, Temporary or Part-time employee obtains a full-time position, the 4% vacation pay will cease on the date the employee starts in the full-time position and service for the purpose of calculating vacation entitlement will be the same as the seniority date established for the employee, but not more than one (1) year prior to being appointed to the full-time position. It is understood that pay for the first set of vacation entitlements provided pursuant to the full-time vacation entitlement will be reduced by the four percent (4%) vacation pay paid in the year previous to the date upon which full-time employment commences.

18.03 Terminated Employees - less than one (1) year
Employees terminated with less than one (1) year of continuous service will be paid in accordance with the Employment Standards Act.

18.04 An employee who has completed more than one year of continuous service and who has ceased to be employed shall receive vacation pay on a pro-rated basis.

18.05 Vacation Pay - While Working in a Higher Paid Classification
Schedule "B" employees who work in a higher classification for five (5) consecutive days or more immediately preceding their annual vacation shall receive annual vacation pay in accordance with the rate attached to the higher classification.

18.06 Choice of Vacation Period
An employee having three (3) or more weeks of vacation entitlement shall be entitled to receive a minimum of three (3) of those weeks in an unbroken period. Seniority shall prevail in choice of this vacation period. All vacations

Article XVIII - Vacations With Pay – Cont'd

shall be taken at a time agreed upon between the employee and his supervisor.

18.07 Vacation Schedules

a) Schedule "A" Employees

Vacations shall be taken at a time agreed upon between the employee and his supervisor and in each year vacation schedules shall be posted by the first working day in January and employees shall indicate their preference of vacations in order of seniority by March 1st. The completed schedule shall be posted by March 15th. Employees having three (3) or more weeks of vacation entitlement shall be entitled to receive a minimum of three (3) weeks in an unbroken period during July and August, if permitted by and in accordance with vacation regulations of the department.

b) Schedule "B" Employees

In each year vacation schedules shall be posted by January 15, and all employees shall indicate their preference as to vacation periods prior to April 1st. The completed schedule shall be posted by May 1st. Any employees not making their vacation choice by April 1st shall have their vacation scheduled at the discretion of Management. Employees having three (3) or more weeks of vacation entitlement shall be entitled to receive a minimum of three (3) weeks in an unbroken period during July and August, if permitted by and in accordance with vacation regulations of the department.

c) Any Schedule "A" employee not making his choice by March 1st, or any Schedule "B" employee not making his choice by April 1st, shall forfeit the right of choice by seniority and vacation shall be scheduled at the discretion of management. Vacations not used by December 31st because of illness or Workers Safety and Insurance may be paid out on December 31st, or may be rescheduled during the following months of January or February, at the discretion of management.

Article XVIII - Vacations With Pay – Cont'd

18.08 When an employee is qualified to receive paid sick leave or Workers Safety and Insurance substantiated by a Doctor's certificate, bereavement leave with pay, or any other approved leave with pay during his period of vacation, there shall be no deduction from vacation credits for such absence. The days of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

18.09 Pro-Rating Vacations

For the purpose of Article XVIII, pay for annual vacation will be reduced proportionately by the extent to which an employee was on unpaid leave of absence as per Article XXIII, Clause 23.01 beyond one (1) calendar month, or Union leave beyond two (2) calendar months, or laid off beyond two (2) calendar months, and for each continuous calendar month thereafter, during the previous twelve (12) month period for which vacation entitlement was earned.

18.10 Animal Control Protection

It is agreed that Animal Control employees who enjoy a vacation entitlement that is superior to that provided for in Article XVIII, Clause 18.01, shall continue to receive their 1994 entitlement until such time as the same entitlement is provided for in Article XVIII, Clause 18.01. Thereafter, Animal Control employees will be governed by the conditions of Article XVIII, Clause 18.01.

Article XIX - Statutory Holidays

19.01 Paid Holidays

The following Statutory Holidays, regardless of when they fall, will be granted with pay to all employees who have completed thirty (30) calendar days of continuous service

Article XIX - Statutory Holidays – Cont'd

Easter Monday	Good Friday
Canada Day	Victoria Day
Labour Day	Civic Holiday
Remembrance Day	Thanksgiving Day
Christmas Day	Half Day (1/2) before Christmas
New Year's Day	Half Day (1/2) day before New Years
Boxing Day	Family Day

and, any other Statutory Holiday proclaimed by the Federal or Provincial Government.

19.02 Rate of Pay for Holiday

Payment for such holidays shall be based on the rate being paid to an employee on the regular work day immediately preceding a Statutory Holiday.

19.03 Holiday Deemed to be Paid

Employees on STD, LTD or WSIB will not be paid Statutory Holiday pay. Employees on unpaid leaves of absence or EI Sick Leave benefits beyond one (1) calendar month will not be paid Statutory Holiday pay.

19.04 Compensation for Working on the Holiday

a) Schedule "A" Employees

If an employees works on one of the above-named Statutory Holidays, he shall receive pay for the day, plus payment at double time for the hours actually worked by him or equivalent time off with pay in lieu thereof. It is agreed that time off will be taken within the three (3) month period immediately following the statutory holiday.

b) Schedule "B" Employees

Schedule "B" Employees, except those covered under the provisions of Article XIX, Clause 19.09, required to work on an above-named Statutory Holiday shall receive pay at double time for the hours actually worked and pay for the day or a day off with pay in lieu of the Statutory Holiday. Lieu days may be allowed to accumulate and may be taken in blocks of five (5)

Article XIX - Statutory Holidays – Cont'd

days within a three (3) month period following the accumulation. Where the required work is less than eight (8) hours, he shall receive his overtime rate for the hours worked plus pay for the Statutory Holiday in lieu of time off.

- c) Lieu time will be taken at a time agreeable between the employee and the supervisor.

19.05 Working Day Before and Day After

In order to be entitled to payment for a Statutory Holiday, an employee must work all of their last regularly scheduled day of work before the Statutory Holiday and all of their regular scheduled day of work after the Statutory Holiday, unless the employee is ill, on authorized vacation or an authorized leave of absence.

19.06 When any of the above-named Statutory Holidays falls on an employee's scheduled day off, the employee shall receive another day off with pay at a time agreed upon between the employee and the employer. Should Christmas or New Years' Day fall on a Sunday or Monday, time off in lieu of the half (1/2) day before Christmas and New Years Day will be provided.

19.07 When one of the above-named Statutory Holidays falls during an employee's approved vacation period, he shall be allowed an extra day's vacation.

19.08 Holidays Falling on Saturday or Sunday

When any of the above-named Statutory Holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement other than for shift workers who shall observe and be paid for the holiday on the day that it falls.

19.09 Garbage Pick-Up on Holiday

It is agreed that, if garbage is to be picked up on a Statutory Holiday, employees will be paid in accordance with the provisions of Article XIX,

Article XIX - Statutory Holidays – Cont'd

Clause 19.04 (b) or in lieu thereof be granted two (2) days off, if required to work a full shift on a Statutory Holiday.

Article XX - Seniority

20.01 a) Definition

Seniority, as applicable to all employees covered by this agreement, shall mean length of service under jurisdiction of this or another CUPE bargaining unit while employed for the Corporation of the City of Thunder Bay, subject to completion of the probationary period, and commencing from the first day of employment under CUPE jurisdiction.

- b) Relief, Seasonal, Temporary, and Part-time employees hired pursuant to the Letters of Understanding will not accumulate seniority, but will accumulate service from their original date of hire for the purpose of bidding on any posted vacancy. For the purpose of bidding on posted positions, such "bidding seniority" will be of equal standing with regular seniority as defined in part (a) above. Bidding seniority will be pro-rated to equivalent full-time days worked, i.e. two hundred and sixty (260) days of work will equal one year of bidding seniority and/or service. Employees who are terminated and subsequently rehired, within twelve (12) months from termination, shall have their previously accumulated bidding seniority restored.

20.02 Commencement

- a) Seniority and service credits shall commence from the first day of employment under jurisdiction of this or a prior CUPE bargaining unit, subject to completing the probationary period. However, service credits acquired by employees while employed in other City employee groups will be retained for the purpose of Vacation entitlement, OMERS, Health and Welfare benefits, and Sick Leave payouts.
- b) Relief, Seasonal, Temporary, and Part-time employees hired pursuant to the Letters of Understanding, who obtain full-time employment and complete the probationary period in Article XXII, Clause 22.05, will then obtain seniority.

Article XX – Seniority – Cont'd

However, Relief, Seasonal, Temporary and Part-time employees who bid into posted full-time positions within their current classification and same Section, having already passed the probationary period pursuant to Article IV, Clause 4.01, shall be deemed to have completed the probationary period pursuant to Article XXII, Clause 22.05, and will then obtain seniority. The seniority date will initially be established on the basis of the date of appointment into the full-time position, then retroactively adjusted so as to provide full credit for previously accumulated "bidding seniority" as calculated and provided for in Article XX, Clause 20.01 (b) above.

("Retroactive" seniority no longer limited to one (1) year from appointment into a full-time position. Corporation willing to recalculate dates for current full-time employees hired into full-time positions after January 1, 1990, if the information can be made available, with such recalculation applicable after the signing of the collective agreement. However, notwithstanding anything else contained in this agreement, the earliest that anyone will receive credit for back bidding seniority is to January 1, 1990.)

20.03 Seniority Lists

A revised seniority list shall be forwarded to the Union Secretary and posted on all bulletin boards by April 1st of each year and October 1st of each year. Challenges and corrections may be made within thirty (30) days of posting each year.

20.04 Accumulation of Seniority

Seniority will accumulate at all times, but will not accumulate and an employee will cease to be employed when he:

- a) voluntarily quits his employment with the Corporation;
- b) is discharged or terminated and is not reinstated through the grievance procedure or arbitration;

Article XX – Seniority – Cont'd

- c) fails to report for work without acceptable excuse within five (5) working days after being notified by registered mail by the Corporation following a layoff;
- d) fails to return to work upon termination of an authorized leave of absence unless a reason acceptable to the Corporation is given;
- e) accepts gainful employment while on a leave of absence without first obtaining the consent of the Corporation in writing;
- f) is off the payroll due to layoff for a period in excess of twenty-four (24) months.

20.05 A regular employee with seniority who obtains a Relief, Seasonal, Temporary or Part-time position will continue to accumulate seniority in the normal fashion.

20.06 In the event an employee covered by this Agreement is placed into a position beyond the scope of this agreement and later returns back to a position within the scope of this agreement, such employee shall retain the seniority and service previously acquired and shall have added thereto the seniority and service accumulated while serving in such position outside the agreement, provided the employee concerned returns to a position within the scope of this agreement within a period of six (6) months, or in the case of temporary placements caused by illness, injury, or Maternity or Parental leave, within a period of twelve (12) months.

20.07 Employees hired pursuant to Government subsidized programs shall retain seniority rights only if they are transferred as labourers into the Corporation in which case seniority will revert to the original date of hire.

Article XXI - Layoffs & Recalls

21.01 a) Notice of Layoff

The Corporation will notify employees two (2) working days prior to a scheduled layoff provided the employees affected have completed five (5) continuous working days of employment. In other instances, notice of layoff will depend on service as follows:

3 months or more, less than 1 year	= 1 week of notice
1 year or more, less than 3 years	= 2 weeks notice
3 years or more, less than 4 years	= 3 weeks notice
4 years or more, less than 5 years	= 4 weeks notice
5 years or more, less than 6 years	= 5 weeks notice
6 years or more, less than 7 years	= 6 weeks notice
7 years or more, less than 8 years	= 7 weeks notice
8 years or more,	= 8 weeks notice

b) Alleviating Layoffs

In order to attempt to alleviate a layoff whenever a temporary shortage of work occurs in a classification, the Corporation may assign employees in reverse order of seniority to perform the duties of a lower paid job, but shall pay the classified employee his or her regular classified rate of pay while performing those other duties, regardless of the requirements of Article XXII.

21.02 Applicable to Schedule "A" Employees

- a) No new employees will be hired until those laid off have been given an opportunity of re-employment provided they are qualified to perform the available work.
- b) In the event of a layoff, an employee about to be laid off may bump an employee with less seniority, providing the employee exercising the right is qualified and medically capable to perform the work of the less senior employee.
- c) Employees shall be recalled in the order of their seniority provided they are qualified and medically capable to perform the available work.

Article XXI - Layoffs & Recalls – Cont'd

21.03 Applicable to Schedule "B" Employees

- a) No employee will be hired until those laid off have been given an opportunity of re-employment subject to the conditions set forth in part (b) and (c) below.
- b) In the event of a layoff, employees shall be laid off in reverse order of seniority. An employee about to be laid off may bump:
 - i) into a classification where there are employees with less seniority provided the employee about to be laid off has successfully completed the probationary period as provided for in Article IV or Article XXII; or,
 - ii) into a labourer classification where there are employees with less seniority.
- c) In the event of a layoff of more than six (6) months, or when it becomes known that the layoff will exceed six (6) months, an employee may bump as described in part (b) above, or if unable, may bump lateral or downward into a classification where there are employees with less seniority providing the employee facing layoff is:
 - i) fully qualified in relation to the posted requirements; and,
 - ii) has demonstrated proficiency in performing tasks similar to those required in the classification sought.
- d) When an employee bumps into a classification where there are employees with less seniority, the junior employee within the classification will be laid off (subject to parts (b) and (c) above).
- e) Employees shall be recalled in the order of their seniority.

21.04 It shall be the duty of each employee to notify the Corporation and the Union promptly of any change in address and telephone number. If an employee fails to do so, the Corporation and the Union will not be responsible for failure of a notice to reach such employee.

21.05 Employees will normally attempt to exercise layoff and recall rights within their own schedule of occupations.

Article XXI - Layoffs & Recalls – Cont'd

If an employee does not bump into another position pursuant to his or her own Schedule, the employee may exercise bumping rights in accordance with and pursuant to the provisions of the other Schedule. If an employee has not been recalled pursuant to his or her own Schedule, the employee may be recalled to another position in accordance with and pursuant to the provisions of the other Schedule.

In addition to complying with the provisions of the Schedule, an employee who crosses over in this fashion must be medically capable to perform the work of the classification sought.

Article XXII - Promotions & Vacancies

22.01 Posting of Vacancies

All vacancies, unless otherwise specified in the Letters of Understanding attached hereto and forming part of this agreement, shall be posted for at least seven (7) working days and shall appear on the pay cheque stub, prior to the closing date.

22.02 Information in Postings

Position postings shall show:

- a) position title and number of vacancies;
- b) salary range or rate;
- c) position description and qualifications;
- d) hours of work and nature of shifts;
- e) special conditions of employment.

22.03 Filling Vacancies

Outside applicants shall not be considered until present employees have had the opportunity to apply for and/or obtain the vacancy in accordance with the provisions of Article XXII, Clause 22.04 and/or Clause 22.05. Nothing herein shall prevent the Corporation from hiring persons from outside the bargaining unit when a successful applicant cannot be found

Article XXII - Promotions & Vacancies – Cont'd

from inside the bargaining unit. Any posted vacancy can be filled at the discretion of the Corporation on a temporary basis pending completion of the posting procedure. It is agreed that any decision or confirmation on the appointment or non-appointment of an applicant, if from within the bargaining unit, will normally be made within fifteen (15) working days following closing of applications. In cases where a promoted employee is delayed from starting in the new position, the appropriate rate of pay for the new position will be paid commencing four (4) weeks after the offered position is accepted, unless a grievance is in progress.

22.04 Criteria for Determining Successful Applicant

It is generally agreed that both parties recognize the principle of promotion within the civic service. Therefore in considering staff changes, transfers or promotions, both full-time and temporary, preference will be given according to seniority provided that skill, competence, efficiency, and reliability of the applicants meet the qualifications set forth in the position description.

22.05 Probationary Period

Schedule "A" Employees

For classifications in Schedule "A", employees appointed to positions in Groups 2, 3, 4, 5, 6, 7 and 8 under Article XXII, Clause 22.04 shall serve a trial period of sixty-five (65) working days, during which time the employee may return, or be returned to his previous position and salary rate, without loss of seniority or benefits. Employees in Groups 9, 10, 11, and 12 appointed to positions under Article XXII, Clause 22.04 shall serve a trial period of eighty-five (85) working days, during which time the employee may return, or be returned to his previous position and salary rate, without loss of seniority or benefits. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position and salary rate, without loss of seniority or benefits.

Article XXII - Promotions & Vacancies – Cont'd

Schedule "B" Employees

For classifications in Schedule "B", employees recommended for appointment to positions in response to job postings shall be given up to ten (10) days training time in which to determine their suitability and capability prior to retaining them on the probationary period, and if they fail to do so, shall be returned to their former positions without loss of seniority. Employees wishing to do so may revert to their former position within a thirty (30) working day period following commencement in the position. Those employees who successfully complete the training period shall be appointed to the position subject to satisfactory completion of the probationary period of fifty-five (55) working days. Employees failing to satisfactorily complete the probationary period shall be returned to their former position without loss of seniority or benefits.

22.06 Re-Posting Vacancies

Should no successful applicant be found within thirty (30) working days after the closure of the posting file, the vacancy will be reposted if it is to be filled.

22.07 Period to Accept or Not

The successful applicant will be allowed three (3) working days in which to accept or reject the position offered.

Article XXIII - Leaves of Absence

23.01 The Corporation shall grant a leave of absence without pay if an employee requests it in writing from the non-union Supervisor or his designate and if such leave is for good reason and does not unreasonably interfere with efficient operations.

23.02 a) The Corporation shall grant a leave of absence with pay to an employee elected or appointed to represent the Union on matters regarding the Corporation and the Union, or to represent the Union at a conference,

Article XXIII - Leaves of Absence – Cont'd

convention or other related business. It is agreed that the Corporation will bill the Union for this time plus administration charges.

The parties agree that the Union President's leave will be governed by the provisions of Article 23.02 on the understanding that the Union will be billed 100% for the cost of normal gross straight time pay plus an additional 18% administration and benefit charge.

23.02 b) During the period of leave of absence, the Union President may exercise his/her bidding rights with respect to vacant positions that are posted during the President's leave. In exercising this right, the President, if it is determined that he/she is the successful applicant, will be awarded the position and applicable pay rate in accordance with Article 36. The rate of pay for the new position will be effective two weeks after the Union President accepts the job offer. The probationary requirements of the position as defined in Article 22.05 of the Collective Agreement must be fulfilled in order to establish seniority rights to the position:

- i) when the President returns to active status from leave; or
- ii) prior to a layoff; or
- iii) prior to bidding on any other subsequent vacant positions.

23.03 Any employee who is elected or selected for a full-time position with the Union, or is elected to public office, shall be granted a leave of absence without pay and without loss of seniority by the Employer for a period of up to two (2) years. Such leave may be renewed each year, on request, during the term of office.

23.04 Any representative with the Union who is in the employ of the Employer shall, while attending meetings with the employer held within working hours, do so without loss of remuneration for all such meetings called by the Employer.

Article XXIII - Leaves of Absence – Cont'd

Twenty (20) working days leave with pay will be allowed each calendar year for Union training leave or for attendance at meetings of the National and Ontario Divisions of CUPE, and Canadian Labour Congress and the Ontario Federation of Labour.

- 23.05 a) Pregnancy, parental and adoption leave shall be considered a right as per the Employment Standards Act.

Where the duties of a pregnant employee's position cannot reasonably be performed by her, or her work is materially affected by the pregnancy or working conditions are found hazardous to the unborn child or pregnant employee, the Employer shall require the employee may commence a leave of absence pursuant to the provisions of the Employment Standards Act. However, on request an employee shall be transferred laterally or downward if all of the following conditions are met:

- a) the need to fill a vacancy exists;
- b) the employee is fully qualified;
- c) the employee is able to perform the work immediately without training;
- d) the employee is otherwise entitled to by virtue of seniority.

Thereafter, upon return from pregnancy, parental or adoption leave, the employee will be returned to her original position. If the original position no longer exists, then a placement will be made in accordance with the collective agreement's "bumping" procedures and/or the Employment Standards Act.

- 23.05 b) Sub Pregnancy Leave Plan

Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Corporation's Supplemental Unemployment Benefit Plan (SUB), a full-time "Schedule A" employee who is on pregnancy leave and who is in receipt of Employment Insurance Maternity benefits pursuant to the Employment Insurance Act shall be paid a supplemental employment benefit. The benefit will be equivalent to the difference between seventy-five

Article XXIII - Leaves of Absence – Cont'd

percent (75%) of her regular weekly earnings and the sum of her weekly employment insurance benefits and other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Corporation of the computer report from the Commission to verify that the employees are receiving EI benefits or other earnings.

Sub Pregnancy Leave Plan - Schedule "B" Employees

Effective April 1, 1996, the above provision will be extended to Schedule "B" full-time employees.

- 23.05 c) The Corporation may grant an extended leave without pay or benefits for a period of up to three (3) months provided that such leave is for good reason and does not unreasonably interfere with efficient operations.

Article XXIV - Medical, Hospital, Dental & Group Life Insurance Plans

24.01 EHC and Dental

The Corporation agrees to contribute one hundred percent (100%) of the billed premiums covering the following plans for all employees on the payroll who are eligible to enrol under the regulations of the aforesaid plans.

- a) semi-private ward accommodation (effective on the first day of the third continuous month of employment);
- b) Blue Cross Extended Health Care benefits, or equivalent, on the basis of \$10.00 - \$20.00 deductible (effective on the first day of the seventh continuous month of employment);
- c) Blue Cross Dental Plan No. 9 benefits, or equivalent, payable on the basis of the previous years' O.D.A. schedule (effective on the first day of the seventh continuous month of employment).

24.02 Effective July 1, 2001

The Corporation agrees to contribute to the costs for replacement or repair of dentures for an employee on a 50/50 shared basis up to a maximum of three hundred dollars (\$300.00) in any one year (effective on the first day of

Article XXIV - Medical, Hospital, Dental & Group Life Insurance Plans – Cont'd

the seventh continuous month of employment). This will apply to all employees on the payroll who are eligible to enrol in the plan.

24.03 Group Life Insurance

The Corporation agrees to contribute one hundred percent (100%) of the billed premiums covering the Group Life Insurance Plan for all employees eligible to enrol in the plan commencing on the first day of the thirteenth continuous month of employment.

24.04 Vision Care

In lieu of employment insurance rebate for sick leave plan provisions, the Corporation shall contribute one hundred percent (100%) of the billed premium for, or cover the cost of, eyeglasses (including frames and/or lenses, repairs and contact lenses) up to a total amount of one hundred and twenty (\$120.00), effective January 1, 2002 up to a total amount of one hundred and fifty (\$150.00) per person (employee, spouse and dependent children) in a period of twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist, but not the cost of the eye examination commencing on the first day of the seventh continuous month of employment. Sunglasses or eyeglasses for cosmetic purposes are not included.

24.05 a) Participation in Plans

All employees as a condition of employment shall participate in the above plans and will be subject to the following conditions:

Effective December 12, 2006, the provision of the benefit plans referenced in Articles 24.01, 24.02, 24.03, 24.04, and 24.06 d) will cease and/or will not be available to an employee, as the case may be, when the employee:

- a) resigns; or
- b) is terminated; or
- c) is laid off beyond 1 calendar month; or
- d) is discharged; or

Article XXIV - Medical, Hospital, Dental & Group Life Insurance Plans – Cont'd

- e) is on extended leave of absence beyond 1 calendar month; or
- f) is 65 years of age; or
- g) reaches the date upon which Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or
- h) can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
- i) having reached at least age 65, can no longer contribute to the OMERS pension plan.

Coverage will cease and/or will not be provided as soon as any one of the listed conditions apply.

Employees employed pursuant to Letter of Understanding attached to and forming part of this agreement, that provided for the benefits of Article XXIV, are governed by these provisions.

24.05 b) Effective the first day of the second month following ratification of the agreement by both parties, the plan will provide for generic drug substitution unless otherwise indicated by the employee's physician, and dental recall will be available every nine (9) months.

24.06 a) OMERS

Every full-time (Regular or Probationary) employee, as a condition of employment, shall join the Ontario Municipal Employees Retirement System.

All others who meet the eligibility criteria as outlined in the Pension Benefits Act (PBA) will be given the option to join.

Effective January 1, 1982, the Corporation agrees to provide a Supplementary Pension, Type I, payable in full at sixty-five (65) years of age, through the Ontario Municipal Employees Retirement System and inclusive of previous pension plans to equal to two percent (2%) of the employee's highest average sixty (60) consecutive months' earnings multiplied by his years of credited service at retirement (to a maximum of thirty-five (35) years of service) less the OMERS Integration Factor when a member is eligible for a pension under the Canada Pension Plan.

Article XXIV - Medical, Hospital, Dental & Group Life Insurance Plans – Cont'd

b) Retiree Benefits

Effective January 1, 1994, an employee who retires, and as per the conditions outlined in Clause 25.07, will receive semi-private and EHC benefits, premiums one hundred percent (100%) employer paid from the date of retirement until the date Ontario legislation provides prescription coverage.

Effective the first day of the second month following ratification of the agreement by both parties, the plan will provide for generic drug substitution unless otherwise indicated by the employee's physician.

c) Effective June 18, 2001, an employee who under the most current OMERS qualifying service provision retires with a reduced or unreduced early retirement pension will receive semi-private and EHC benefits, premiums one hundred percent (100%) employer paid from the date of retirement until the date Ontario legislation provides prescription coverage.

d) Effective December 12, 2006, Articles b) and c) above are considered deleted from this agreement, and replaced with this article. An employee who under the most current OMERS qualifying service provision retires with a reduced or unreduced early retirement pension, will receive Semi Private and Extended Health Care benefits, benefits 100% employer paid, from the date of retirement until these benefits cease in accordance with the sooner of Article 24.05 f), g) h) or i) herein.

24.07 Transfer of Benefits

Should a Relief, Seasonal, Temporary or Part-time employee obtain a full-time position, previous accumulated service will be considered when calculating the appropriate waiting periods for the purposes of benefit enrolment. Lieu pay, as applicable to Seasonal and Part-time employees, will cease upon the date of appointment to the new position.

Article XXV - Sick Leave Plan and Workplace Safety and Insurance

25.01 a) Sick Leave Plan - Schedule "A" Employees

The Corporation agrees to provide an insured sick leave plan for employees employed in classifications within Schedule A which will provide 66-2/3% of normal gross straight time pay, taxable (effective April 28, 1997) from the first day of accident or hospitalization and the third day of illness for up to 15 weeks and for long term disability thereafter in the amount of 75%, taxable, of an employee's normal straight time pay, inclusive of any Workplace Safety and Insurance Pay and Canada Pension Plan disability benefit (exclusive of dependent benefits).

STD and LTD will be available, and/or coverage will be provided until sooner of:

- a) age 65; or
- b) the date Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or
- c) the age at which the employee can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
- d) having reached at least age 65, the employee can no longer contribute to the OMERS pension plan; or
- e) recovery.

Employees employed in classifications within Schedule "A", may use their accumulated sick leave credits to provide benefits for the first and second day of illness where the insured plan does not pay benefits.

The Corporation will grant all full-time employees, employed in classifications within Schedule A, six (6) noncumulative casual sick days each year (or a pro-rated amount based on one (1) day for each two (2)

Article XXV - Sick Leave Plan and Workplace Safety and Insurance – Cont'd

months of service in the event the employee commences employment during the year), up until the sooner of:

- a) age 65; or
 - b) the date Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or
 - c) the age at which the employee can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
 - d) having reached at least age 65, the employee can no longer contribute to the OMERS pension plan;
- b) The insured Sick Leave Plan adjudicator will require appropriate medical documentation from a qualified medical practitioner to process an STD and/or LTD claim.
 - c) In the event of a delay in payment from the carrier, at the request of the employee, the employer shall provide an advance of up to four (4) weeks of the approved amount due, on the pay day(s) that the delay occurs.
 - d) In the event of a denial of payment of an STD/LTD benefit, the Corporation will arrange a meeting with a representative of the Corporation's Human Resources Department, the employee concerned (if available) and a representative of the Union to rectify and/or explain the reason(s) for the denial.

25.02 a) Sick Leave Defined - Schedule "B" Employees

Employees employed in classifications within Schedule "B", on being incapacitated for work through illness shall during the term of this Agreement receive full pay during such illness subject to the limitations and provisions as hereinafter provided.

Article XXV - Sick Leave Plan and Workplace Safety and Insurance – Cont'd

For the purpose of the foregoing, "sick leave" shall mean the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease requiring quarantining, or while attending examination or treatment by a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Act.

b) Sick Leave Plan - Schedule "B" Employees

For employees employed in classifications within Schedule "B" sick leave credit banks accumulated up to December 31, 1984, will be frozen. Vesting and payout rights will remain in force as per the last "Outside" Collective Agreement that expired December 31, 1983. Such days may also be used to provide coverage between non-vested sick leave coverage (see below) and Long Term Disability (LTD) benefits, in lieu of Employment Insurance Commission Benefits.

Effective December 31, 1984, and each December 31 thereafter, each regular employee will receive 10 days of non-vested sick leave credits for the following calendar year, the unused days to be cumulative, provided for and/or paid up until the sooner of:

- a) age 65; or
- b) the date Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or
- c) the age at which the employee can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
- d) having reached at least age 65, the employee can no longer contribute to the OMERS pension plan.

Eligible new employees shall receive credits on a pro-rata basis upon completion of their probationary period, calculated to the nearest half day.

Article XXV - Sick Leave Plan and Workplace Safety and Insurance – Cont'd

Sick leave days accumulated under this plan shall not be used for early leave or cash payout.

c) Proof of Illness - Schedule "B" Employees

Every employee, employed in the classifications with Schedule "B" claiming sick pay under the provisions of Article XXV, Clause 25.02 may be required, at the discretion of Management, to furnish either a statutory declaration or a certificate signed by a qualified medical practitioner, chiropractor, or dentist, certifying that during such period, such employee was unable to perform his duties due to personal illness. Any employee who fails to comply with any of the conditions of this paragraph set forth or who attempts wrongfully to obtain sick pay benefits shall be liable to immediate discipline in accordance with the provisions of Article XII, but any employee so disciplined shall have the right to file a grievance as provided for in this Agreement.

25.03 Long Term Disability (LTD) Plan

The Corporation will provide an insured Long Term Disability plan for eligible full-time employees, and for new full-time employees on the first day of the month following completion of the probationary period, that will provide seventy five (75%) of normal straight time pay, taxable, from the 76th working day of absence due to illness or non-work related injury, inclusive of Workplace Safety and Insurance and Canada Pension Plan benefits (exclusive of dependent benefits).

Long Term disability will be available, and/or coverage will be provided, until the sooner of:

- a) age 65; or
- b) the date Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or

Article XXV - Sick Leave Plan and Workplace Safety and Insurance – Cont'd

- c) the age at which the employee can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
- d) having reached at least age 65, the employee can no longer contribute to the OMERS pension plan; or
- e) recovery.

Employees in receipt of Long Term Disability (LTD) benefits, exclusive of Animal Control Employees, shall receive an increase to those benefits of either (1) the average percentage increase negotiated by the Union for its members, or (2) the annual all Canada (C.P.I.) increase whichever is lesser, up to a five percent (5%) annual maximum increase.

Effective April 1, 1996, the Long Term Disability (LTD) index provision will apply to Animal Control Employees.

The insured sick leave plan adjudicator will require appropriate medical documentation from a qualified medical practitioner to process an LTD claim.

25.04 Pay-Out on Termination or Retirement

An employee leaving after ten (10) years or more of continuous service, shall be eligible for fifty percent (50%) of unused sick leave credits, or six (6) months pay, whichever is the less, in cash, payable on termination or retirement.

25.05 Pay-Out on Death

The beneficiary of an employee who dies while in the employ of the Corporation shall be entitled upon death of the employee to the same benefits as would be payable to an employee under Clause 25.04 of this Article.

Article XXV - Sick Leave Plan and Workplace Safety and Insurance – Cont'd

25.06 Sick Leave Credits Run Out

Whenever an employee's days of illness exceed his cumulative credit, the excess days of illness shall not be carried forward but shall be regarded as days of illness without pay.

25.07 Pre-Retirement Leave

An employee may use his sick leave credits accumulated prior to December 31, 1984 (or prior to December 31, 1982, in the case of Schedule "A" employees), along with his vacation and statutory credits, to leave work immediately prior to his normal retirement age of sixty-five (65) years to the extent that such credits or any portion thereof will bring him to age sixty-five (65), or employees who have reached age fifty-five (55) may use sick leave credits accumulated prior to December 31, 1984, along with his vacation and statutory credits to leave work immediately prior to the point of an unreduced early retirement under the most current OMERS qualifying service provision to the extent that such credit or any portion thereof will bring him to age sixty-five (65) or to the point of an unreduced early retirement under the most current OMERS qualifying service provision. Any sick leave credits owing to the employee thereafter will be paid out within the terms of Article XXV. Employees choosing this option will continue to receive benefits of this Agreement but will not be eligible to return to work.

25.08 Workplace Safety and Insurance

Workplace Safety and Insurance benefits payable to union members will be paid directly from the WSIB office in Toronto. Workplace Safety and Insurance Board benefits may be topped off using the employee's accumulated sick leave credits. Two (2) hours of the employee's accumulated sick leave credits will be used each day Workplace Safety and Insurance benefits are paid until the employee's sick leave credits have been completely exhausted and thereafter the employee shall only be entitled to the Workplace Safety and Insurance Benefits.

Article XXV - Sick Leave Plan and Workplace Safety and Insurance – Cont'd

This top up provision will only apply until the sooner of:

- a) age 65;
- b) the date Ontario legislation provides prescription drug coverage (provided the employee is at least age 65 years of age); or
- c) the age at which the employee can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
- d) having reached at least age 65, the employee can no longer contribute to the OMERS pension plan; or
- e) recovery.

25.09 Should a Relief, Seasonal, Temporary or Part-time employee obtain a full-time position, the provisions of this article will apply in the normal fashion.

Article XXVI - Prevention of Accidents & Protective Clothing

26.01 a) Special Protective Clothing or Equipment

The Corporation shall supply or make available such special protective clothing or equipment as it deems necessary for reasons of safety and protection.

b) Protective Clothing & Coveralls

Protective clothing and coveralls will be supplied to all employees at the discretion of the non-union Supervisor on an as required basis. (It is understood that protective clothing includes rainwear and oversized coveralls to cover snowmobile suits).

c) Cleaning Allowance - Animal Control Employees

The Corporation shall pay the cost of uniform cleaning, if such cost is approved by the Corporation, upon presentation of receipt.

Article XXVI - Prevention of Accidents & Protective Clothing – Cont'd

- 26.02 A First Aid Kit shall be supplied by the Corporation to each mobile unit of employees and in other appropriate locations of the Corporation.
- 26.03 The Corporation shall observe all reasonable precautions and provide all safety services or appliances that may be reasonably required for the safety protection of workers. Employees shall co-operate with the Corporation in the prevention of accidents and will, from time to time as occasion requires, make such representations to the Corporation as to the prevention of accidents as may be considered necessary.
- 26.04 When an employee is required to perform duties after the employee's regular hours of work, at the Kam Tunnel, the employee must be accompanied by one (1) other employee as a safety precaution.
- 26.05 When a self propelled road snowblower is in operation, two (2) employees shall be in attendance, one (1) employee operating the snowblower and the other employee directing vehicle and pedestrian traffic.
- 26.06 Truck Wing Plow
- There shall be two (2) employees on the truck wing plow when the wing controls are not adjacent to and within the safe reach of the driver/operator.
- 26.07 Reimbursement for Safety Footwear
- The Corporation agrees to "Tender" for discount; and employees who have attained seniority and who are required to wear safety footwear shall be reimbursed in an amount up to a maximum of eighty-five dollars (\$85.00) or fifty percent (50%) of the cost of safety footwear, whichever is greater, to be replaced on an as required basis; effective June 18, 2001 amend eighty-five dollars (\$85.00) to one hundred dollars (\$100.00). Failure to wear safety footwear will result in disciplinary action.

Article XXVI - Prevention of Accidents & Protective Clothing – Cont'd

Relief Workers, Seasonal Workers

The Corporation agrees to reimburse, the same as for regular employees, the cost of safety footwear for Relief Workers, Seasonal Workers after working a minimum of ninety (90) work days in a calendar year.

Article XXVII - Health & Safety

- 27.01 A Health & Safety Committee shall be established which is composed of an equal number of Union and Employer Representatives, but with a minimum of two (2) Union and two (2) Employer members. The Health & Safety Committee shall hold meetings on a regular basis, for the purpose of jointly considering, monitoring, inspecting, investigating, reviewing, and recommending improvements to Health & Safety conditions and practices. Minutes shall be taken at all meetings and copies shall be sent to appropriate Employer and Union representatives and Union Office.
- 27.02 An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his regular rate of pay without deduction from sick leave.
- 27.03 Transportation to the nearest physician or medical facility for employees requiring medical care following an accident shall be provided by the Corporation.
- 27.04 During the lunch period, the Corporation will provide suitable lunch and toilet facilities.
- 27.05 During inclement and cold weather all employees travelling from jobs to the yards and vice versa, shall be transported under cover from the elements.
- 27.06 First Aid Kits will be placed at appropriate work sites and in all Corporation owned vehicles operated by employees.

Article XXVII - Health & Safety – Cont'd

27.07 No employee shall be permitted or asked to perform any operation that may cause unusual danger to his life or his safety.

Article XXVIII - Job Security

28.01 Contracting Out

Whenever it becomes necessary for the Corporation to contract out work regularly performed by the employees covered by this Agreement, such contracting out shall not result in the lay-off of any employee within the bargaining unit.

For the purposes of this Article, with respect to full-time employees who have attained seniority, the term "layoff" is defined as a reduction in the hours of work for a full-time employee within the bargaining unit who has attained seniority.

For the purposes of this Article, with respect to other than full-time employees (part-time, seasonal, relief and temporary staff) the term "layoff" is strictly defined as a termination of employment from the Corporation. (In accordance with Article 15.38, nothing in this Article is to be construed as a guarantee of hours of work).

28.02 Automation and Technological Change

The Corporation shall give six (6) months advance notice of any decision to introduce major changes in plant, equipment or work methods which may have an adverse effect on manpower requirements.

Permanent employees who may be displaced from their job by virtue of automation or technological change will be given the opportunity to fill other vacancies according to the provisions set forth in accordance with Article XXI - Layoffs and Recalls.

Article XXVIII - Job Security – Cont'd

28.03 The Corporation will undertake to retrain an employee who has been displaced because of automation or technological change. The degree of retraining will be governed by the capability of the employee to be retrained and the availability of a suitable position within the Corporation.

Article XXIX - Cashiers Shortages

29.01 The Corporation agrees to establish funds of \$300.00 in each and every calendar year during the term of this agreement in favour of the Cashiers from which any shortages in cash handled by such persons shall be deducted.

At the end of the calendar year, each such fund will be reinstated to the sum of \$300.00. Surplus cash received by any of the said Cashiers shall be the property of the Corporation as soon as the surplus is discovered.

29.02 Yearly funds of \$150.00 each will be established to cover other classifications that require employees to handle cash as part of their regular duties.

Article XXX - Bereavement

30.01 Bereavement Leave

The Corporation shall grant up to three (3) working days leave with pay in the case of a bereavement involving members of the immediate family. The immediate family shall be interpreted to be: Mother, Father, Spouse, Children, Step Mother, Step Father, Step Children, Brother, Sister, Mother-in-Law, Father-in-Law, Sister-In-Law, Brother-in-Law, Son-in-Law, Daughter-in-Law, Grandchild, Grandparents, and former legal guardian, provided the employee notifies his non-union Supervisor. An additional two (2) working days leave with pay will be allowed as travelling time where the burial takes place outside of the District of Thunder Bay.

Article XXX – Bereavement – Cont'd

30.02 Funeral Leave

The Corporation will grant up to one (1) working day leave with pay to attend a funeral except as provided for in Clause 30.01, provided the employee concerned notifies and obtains the approval of the non-union Supervisor.

30.03 The provisions of this Article apply to Relief, Seasonal, Temporary and Part-time employees.

Article XXXI - Jury Duty or Witness Service

31.01 Employees who are called to serve as jurors or are subpoenaed as witnesses in legal proceedings:

- a) shall be granted leave of absence for such purpose provided that on completion of their jury or witness service such employees shall present to their non-union Supervisor a satisfactory certificate showing the period of such service;
- b) shall be paid their full salary or wages for the period of such jury or witness service; provided that they shall pay over to the Treasurer of the Corporation of the City of Thunder Bay the full amount of such service and obtain an official receipt therefore, it being understood that the full amount does not include monies received on days other than the regularly scheduled work days with the Corporation or any monies received for meal allowance or travelling allowances;
- c) upon being released from jury or witness service in the forenoon of any day, immediately telephone their non-union Supervisor for instructions respecting their return to work and shall, upon receiving such instructions, comply with same.

Article XXXI - Jury Duty or Witness Service – Cont'd

If an employee is requested to attend court as a witness in relation to the lawful execution of duties on behalf of the Corporation, on what would be a normal day off or during working hours, the Corporation agrees to provide paid time off, hour for hour.

Article XXXII - Resolutions

32.01 Resolutions

The Corporation agrees that notice of any reports or recommendations to be made to City Council dealing with working conditions of the members of this bargaining unit will be communicated to the Secretary of the Union coincidental with the reference to the Council so as to afford the Union reasonable time to consider them and if necessary to make representation when they are dealt with by Council.

32.02 Regular Consultation

The parties agree to consult regularly during the term of this agreement about issues relating to the workplace which affect the parties or any employee bound by the agreement.

Article XXXIII - Plural or Feminine Terms May Apply

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

Article XXXIV - Rules and Regulations

34.01 All employees covered by this Agreement shall be governed by the rules and regulations of the Department as established by the Corporation from time to time, with prior notice and discussion with the Union. Where such rules and regulations conflict with the provisions of this agreement, or are developed and/or administered in an improper and/or unreasonable manner, such may become the subject matter of a grievance.

Article XXXV - General

- 35.01 All employees shall be covered by the Municipal Errors and Omissions Liability Insurance Policy.
- 35.02 Clerical Support Workers shall be interpreted as student trainees and paid at Group # 2, Step No. 1, of Schedule "A" salaries.

Article XXXVI - Salary Schedule, Job Classifications, and Job Groupings

36.01 Schedules "A" and "B" Form Part of Agreement

The job classifications and corresponding wage rates as set forth in Schedules "A" and "B" attached to this agreement form part of this agreement.

36.02 Higher Classification - Schedule "A"

Effective January 1, 2002, an employee who is assigned to perform the duties of another employee in a higher classification under Schedule "A" shall receive his regular rate of pay plus seventy-five cents (\$.75) per hour on commencement of duties.

36.03 Higher Classification - Schedule "B"

Employees required to perform duties in a higher classification under Schedule "B" will receive the higher rate of pay commencing immediately and only while performing the duties of the higher classification.

36.04 Disabled Employees

An employee covered by this Collective Agreement who is no longer capable of performing his full required duties by reason of disability, but whose disability is not of sufficient severity to qualify for a disability pension under the provisions of any of the pension plans effecting civic employees, may be placed into a suitable position in the civic service if such is available

Article XXXVI - Salary Schedule, Job Classifications, and Job Groupings – Cont'd

without regard to the provisions of the collective agreement with respect to advertising vacancies and promotions. The Union shall be notified in advance of placements made under this provision of the collective agreement.

36.05 New Classifications - Changes to Major Tasks

a) Schedule "A" Classifications

This sub-clause (a) applies only to positions listed in Schedule "A". Wherever there are new classifications, changes or amendments to qualifications or major job tasks as outlined in existing job descriptions, the Union will be notified of the change. The Union shall have twenty (20) working days after receipt of notice in which to submit to the Manager, in writing, any comments to the proposed changes.

If the above changes constitute fundamental or functional changes in major tasks or qualifications or if a new position is created, the wage rates and qualifications will only then become the subject of discussion and agreement between the parties. Such being the case, wage rates and qualifications will be discussed and agreed upon, considering such factors as skill, responsibility, working conditions and degree of supervision. Where agreement is not reached, either party may request that the matter be processed through the grievance procedure at Step No. 3 and failing resolution at that step to a single Arbitrator appointed by the Minister of Labour for the province of Ontario whose costs will be borne equally by the parties.

The Arbitrator shall have the right to decide the appropriate wage rate and qualifications as outlined above.

Nothing in this clause will prevent the Corporation from posting and filling any vacant classification which is in the process of having its position description, qualifications and/or wage rates amended. Any change in wage

Article XXXVI - Salary Schedule, Job Classifications, and Job Groupings – Cont'd

rate will be retroactive to the date the changes or new position came into effect.

(See also the agreement between the parties regarding maintenance of pay equity.)

b) Schedule "B" Classifications

This sub-section (b) applies only to positions listing in Schedule "B". Any new classifications, deletions, or amendments to major tasks in existing classifications will be the subject of discussion and agreement between the parties. Where agreement is not reached, the matter may be processed through the grievance procedure to a single arbitrator appointed by the Minister of Labour for the Province of Ontario whose costs will be borne equally between the parties.

Nothing in this clause will prevent the Corporation from posting and filling any vacant classification which is in the process of having its position description, major tasks and/or wage rate amended. Any change in wage rate will be retroactive to the date the changes came into effect.

36.06 Schedule "A" Classifications - Changes in Classifications/Rates

- a) An employee reclassified or promoted to a position in a higher salary group will be paid a salary not less than he was receiving immediately prior to reclassification or promotion. (Effective January 1, 2002, in the event of a promotion only, which is two (2) salary groups higher than the individual's current salary group; following six (6) months of continuous service in the new position, the employee will advance to the next step of the new salary group.) An employee who bids or bumps into a lower group, or is demoted for disciplinary reasons, will be paid in the lower grouping at the closest step to his rate of pay before the transfer.

Article XXXVI - Salary Schedule, Job Classifications, and Job Groupings – Cont'd

An employee whose position is reclassified downwards as a result of a fundamental or functional change(s) in major tasks or qualifications, shall continue to receive his current rate of pay. However, his rate of pay will be "red-circled" until the closest rate of pay in the lower group exceeds the red-circled rate. When the closest rate exceeds the red-circled rate, the employee will receive the lower grouping rate of pay which exceeds his own, and will no longer be red-circled. When an employee accepts a position paying a lower salary, he shall have no change in his anniversary date. New employees will receive a salary at the first step of the appropriate salary range.

- b) With respect to reclassification due to job change, the anniversary date shall be the date agreed upon between the Union and Management.
- c) With respect to regrouping, the anniversary date shall be the last recorded anniversary date.
- d) With respect to promotion, the anniversary date for increment purposes shall commence from the date of the appointment.
- e) With respect to lateral transfers, an employee bidding on a position in the same group as he is currently in shall receive his same rate of pay with no penalty or step reduction nor change in his anniversary date.

36.07 The provisions of this article apply to Relief, Seasonal, Temporary and Part-time employees.

36.08 Wages - Schedule "A" Classifications

The parties agree that the list of Schedule "A" job classifications will be updated in accordance with the terms of the Pay Equity Plan between the parties.

Schedule "A" rates of pay are derived from the CUPE Inside collective agreement that expired on December 31, 1991. If those rates are amended

Article XXXVI - Salary Schedule, Job Classifications, and Job Groupings – Cont'd

as a result of a revised two (2) year collective agreement ratified by both parties, for the term January 1, 1992 to December 31, 1993, such revisions will be incorporated into this collective agreement.

36.09 Re: Pay Equity

All positions identified as being paid in excess of the group's established job rate via Pay Equity, will be reclassified to the group established in Pay Equity. However, the incumbent of such a position will continue to be classified in the pay group of the position prior to Pay Equity and will continue to receive all pay, rights and benefits of the higher pay grouping, until the incumbent leaves such position, at which point pay will be in accordance with the collective agreement.

Wages / Salary Schedules "A" and "B"

January 1, 2009 – 2.0% General Increase
(Maintain Specified Differentials)

January 1, 2010 – 1.5% General Increase
(Maintain Specified Differentials)

Article XXXVII – Termination

37.01 Duration

This Agreement shall remain in force for a period of two (2) years from January 1st, 2009, until December 31st, 2010, and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days and not less than sixty (60) days before the date of its termination either party shall furnish the other with notice of termination, or proposed revision, of this Agreement.

Article XXXVII – Termination – Cont'd

37.02 May Be Amended By Mutual Agreement

This Agreement may be amended during the lifetime of the Agreement, and any amendments thereto shall form part of this Agreement and be subject to the grievance and arbitration procedure.

Article XXXVIII - Bulletin Boards

38.01 The Corporation will provide bulletin boards as per current practice for the purpose of posting notices regarding meetings and other matters restricted to Union activity. Before posting, such notices must be signed by an officer of the Local Union. Also, notices of a political or personal nature, or to the detriment of the Corporation or its employees, will not be permitted to be posted.

IN WITNESS WHEREOF the party of the first part and the party of the second part have caused their proper officers to affix their signatures the day and year first above written.

DATED AT THUNDER BAY, ONTARIO, THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 87

MAYOR

CITY CLERK

SCHEDULE "A"
 JANUARY 1, 2009 WAGE RATES
 GENERAL INCREASE – 2.0%

SALARY GROUP		STEP 1	STEP 2	STEP 3
12	Annual	\$49,382.95	\$54,675.06	\$60,560.21
	Bi-Weekly	1,899.34	2,102.88	2,329.24
	Hourly	27.1335	30.0412	33.2748
11	Annual	\$46,163.50	\$51,098.54	\$56,583.43
	Bi-Weekly	1,775.52	1,965.34	2,176.28
	Hourly	25.3646	28.0760	31.0898
10	Annual	\$43,154.31	\$47,755.44	\$52,868.88
	Bi-Weekly	1,659.78	1,836.75	2,033.41
	Hourly	23.7112	26.2392	29.0488
9	Annual	\$40,129.03	\$44,395.12	\$49,134.57
	Bi-Weekly	1,543.42	1,707.50	1,889.79
	Hourly	22.0489	24.3930	26.9971
8	Annual	\$37,797.56	\$41,805.39	\$46,256.35
	Bi-Weekly	1,453.74	1,607.90	1,779.08
	Hourly	20.7679	22.9700	25.4156
7	Annual	\$35,828.80	\$39,614.47	\$43,824.12
	Bi-Weekly	1,378.04	1,523.63	1,685.54
	Hourly	19.6862	21.7662	24.0792
6	Annual	\$33,862.00	\$37,432.31	\$41,397.80
	Bi-Weekly	1302.38	1,439.70	1,592.23
	Hourly	18.6056	20.5672	22.7461
5	Annual	\$31,907.91	\$35,259.75	\$38,985.31
	Bi-Weekly	1,227.23	1,356.14	1,499.43
	Hourly	17.5319	19.3736	21.4206
4	Annual	\$29,969.62	\$33,105.81	\$36,591.17
	Bi-Weekly	1,152.68	1,273.31	1,407.36
	Hourly	16.4667	18.1901	20.1050
3	Annual	\$28,204.36	\$31,145.24	\$34,412.97
	Bi-Weekly	1,084.77	1,197.90	1,323.57
	Hourly	15.4970	17.1127	18.9083
2	Annual	\$26,451.52	\$29,197.06	\$32,248.60
	Bi-Weekly	1,017.36	1,122.96	1,240.33
	Hourly	14.5338	16.0423	17.7190

SCHEDULE "A"
 JANUARY 1, 2010 WAGE RATES
 GENERAL INCREASE – 1.5%

SALARY GROUP		STEP 1	STEP 2	STEP 3
12	Annual	\$50,123.69	\$55,495.19	\$61,468.61
	Bi-Weekly	1,927.83	2,134.42	2,364.18
	Hourly	27.5405	30.4918	33.7739
11	Annual	\$46,855.95	\$51,865.02	\$57,432.18
	Bi-Weekly	1,802.15	1,994.82	2,208.92
	Hourly	25.7451	28.4971	31.5561
10	Annual	\$43,801.62	\$48,471.77	\$53,661.91
	Bi-Weekly	1,684.68	1,864.30	2,063.91
	Hourly	24.0669	26.6328	29.4845
9	Annual	\$40,730.97	\$45,061.05	\$49,871.59
	Bi-Weekly	1,566.57	1,733.11	1,918.14
	Hourly	22.3796	24.7589	27.4021
8	Annual	\$38,364.52	\$42,432.47	\$46,950.20
	Bi-Weekly	1,475.55	1,632.02	1,805.77
	Hourly	21.0794	23.3146	25.7968
7	Annual	\$36,366.23	\$40,208.69	\$44,481.48
	Bi-Weekly	1,398.71	1,546.48	1,710.82
	Hourly	19.9815	22.0927	24.4404
6	Annual	\$34,369.93	\$37,993.79	\$42,018.77
	Bi-Weekly	1,321.92	1,461.30	1,616.11
	Hourly	18.8847	20.8757	23.0873
5	Annual	\$32,386.53	\$35,788.65	\$39,570.09
	Bi-Weekly	1,245.64	1,376.48	1,521.92
	Hourly	17.7949	19.6642	21.7419
4	Annual	\$30,419.16	\$33,602.40	\$37,140.04
	Bi-Weekly	1,169.97	1,292.41	1,428.47
	Hourly	16.7137	18.4630	20.4066
3	Annual	\$28,627.43	\$31,612.42	\$34,929.16
	Bi-Weekly	1,101.04	1,215.87	1,343.42
	Hourly	15.7295	17.3694	19.1919
2	Annual	\$26,848.29	\$29,635.02	\$32,732.33
	Bi-Weekly	1,032.62	1,139.80	1,258.93
	Hourly	14.7518	16.2829	17.9848

GROUP	CLASSIFICATION
GROUP 11	<ul style="list-style-type: none"> Accounting Analyst * Accounting and Loans Officer Chief Mapping Technician * Chief Technologist Computer Hardware Analyst * Counselling Supervisor Database Administrator Field Technologist * General Engineering Technologist * Information Services Specialist (DSSAB) Information Services Specialist (T & W) Planner II Programmer/Analyst III Property Agent * Rehabilitation Supervisor * Senior Accountant Senior Building Inspector Senior Licensing and Enforcement Officer Senior Plans Examiner Senior Plumbing Inspector * Senior Property Standards Officer * Senior Worker Software Support Analyst * Subsidies Officer * Tax Supervisor
	* Inactive

GROUP	CLASSIFICATION
GROUP 10	<ul style="list-style-type: none"> * Accountant * Accounts Payable Supervisor * Addictions Counsellor Banking and Investment Officer Building Inspector * Caseworker * Child Care Worker Collection Officer * Community Gerontology Worker * Community Placement Officer * Community Placement Support Worker Community Recreation Worker Construction Inspector * Corporate Information Services Advisor Early Childhood Educator III Early Childhood Resource Educator * Family Services Worker Forester * Junior Systems Analyst Licensing and Enforcement Officer * Office Supervisor * Parks Development Officer Partnership Marketing Officer * Paymaster * Planner I Plans Examiner Plumbing Inspector Private Home Child Care Worker Programmer/Analyst II * Property Standards Officer * Revenue Analyst Secretary/Treasurer - Committee of Adjustment Senior Buyer Senior Parking Services Clerk Senior Technologist * Social Worker – Community Residence * Traffic Control and Street Light Engineering Technologist Traffic Technologist * Training Advisor Travel Trade and Media Officer * Workshop Coach <p>* Inactive</p>

GROUP	CLASSIFICATION
<p>GROUP 9</p> <p style="text-align: right;">* Inactive</p>	<ul style="list-style-type: none"> * Adult Protective Service Worker * Buyer * Caseworker Assistant Chief Payment Processing Clerk * Child Care Resource Worker Early Childhood Educator II * Employment Counsellor/Group Leader * Employment Support Resource Worker GIS Technician Graphics Illustrator II Help Desk Analyst Intermediate Technologist II * Junior Building Inspector Licence Issuer Mapping Technician * Office Supervisor (Homes) Parks Technician * Planning Technician Pool Supervisor Programmer/Analyst I * Residence Support Aid Residential Building Technician * Senior Accounts Clerk Storekeeper II Surveyor Technician * Work Skills Instructor/Group Leader

GROUP	CLASSIFICATION
GROUP 8	Building Attendant (55 Plus Centre) Chief Clerk/Operator Collection Clerk - Tax * Computer Operator Librarian II * Computer Scheduler * Day Care Centre Supervisor Early Childhood Educator I * General Accounting Clerk Information Officer Intermediate Technologist I * Junior Buyer * Junior Zoning Officer * Payroll Clerk Planning Information Officer POA Administration Clerk POA Administration Clerk - Bilingual * Press Operator * Program Analyst I Program Support Coordinator Residents' Financial Accounts Clerk * Terminal Operator and Output Clerk (Social Services) * Zoning Officer
* Inactive	

GROUP	CLASSIFICATION
GROUP 7	Accounting and Administration Clerk (Fire Services) Accounting and Administration Clerk (T & W) * Accounts Clerk (DSSAB) Accounts Payable Clerk * Accounts Receivable Clerk * Activity Centre Program Supervisor * Adult Services Clerk Clerk VII Duplicator Operator Engineering Clerk * Facility Supervisor Graphics Illustrator I * Intake Receptionist Licensing and Enforcement Clerk * Maintenance Management Technician Materials Management Clerk * Property Standards Clerk Realty Services Clerk Revenue Control Clerk * Senior Accounts Payable Clerk Senior Child Care Accounts Clerk Senior Weigh Clerk Storekeeper I * Water Accounts Clerk II Water Inspector
* Inactive	

GROUP	CLASSIFICATION
GROUP 6	<ul style="list-style-type: none"> Accounts Control Clerk * Assistant Chief Cashier * Bookkeeper Business Office Clerk * Central Files Clerk * Central Records Clerk Child Care Accounts Clerk * Clerk VI Clerk Dispatcher Clerk Dispatcher II Clerk Timekeeper * Computer Operator Librarian I * Credit Control Clerk Development Clerk Fire Prevention Support Clerk General Revenue Clerk * Junior Drafting and Research Technician Junior Technician * Lead Terminal Operator * Library Technician Parking Rental Clerk Parking Ticket Clerk Payment Processing Clerk Payroll and Records Clerk (Community Services - Parks) Payroll and Records Clerk (Community Services - Homes) Payroll and Records Clerk (T & W) * Residence Worker * Senior Fire Services Clerk * Senior Planning Clerk * Senior File Clerk (Social Services) Senior Travel Counsellor * Support Worker * Research Technician (Project) Transit Accounts Clerk * Vital Statistics Clerk * Workers' Compensation Statistician
* Inactive	

SCHEDULE "B"

JOB CLASSIFICATIONS AND WAGE RATES

GENERAL INCREASE	January 1, 2009 – 2.0%	January 1, 2010 – 1.5%
CLASSIFICATIONS	HOURLY RATE	
	January 1, 2009	January 1, 2010
<u>COMMON LABOURERS</u>		
Labourer	20.16	20.46
Skilled Sewer & Water Worker (Maintenance) / (Construction) (for 6 Months)	20.37	20.68
Sanitation Labourer	20.63	20.94
Foot Patrol Worker	20.16	20.46
Student Labourer	18.45	18.73
<u>SEMI-SKILLED LABOURERS</u>		
Skilled Sewer & Water Worker (Maintenance) / (Construction) (for next 6 Months)	20.99	21.30
<u>SKILLED LABOURERS</u>		
Skilled Sewer & Water Worker (Maintenance) / (Construction) (after above and subject to evaluation)	21.85	22.18
Skilled Water Meter Technician (for 6 Months)	 20.98	 21.29
(for next 6 months)	21.59	21.91
(after above and subject to evaluation)	22.46	22.80
Sewer & Water Pipe Layer	21.62	21.94

Concrete Finisher (Summer Seasonal)	21.62	21.94
Skilled Roads Worker		
Level I (Start) (First 6 months)	20.48	20.79
Level II (Next 6 months and subject to evaluation)	20.83	21.14
Level III (Next 6 months and subject to evaluation)	21.20	21.52
<u>EQUIPMENT OPERATORS</u>		
Grade I	23.44	23.79
(Shovel Operator - licensed; Caterpillar 235; Drott 50 and 35)		
Grade II	22.71	23.05
(Grader "A" Snow Blower – Streets; D6 & D7 Crawler Tractor or equivalent; Unemog when used as a snow blower; Industrial type combination Back-Hoe/loader)		
Floats	22.71	23.05
(The Operator is required to move, load and unload various equipment); 50 Tons and up – this is a classified position; up to 50 Tons – this is not a classified position. The Grade II rate is paid whenever this equipment is being operated.)		
Grade III	22.46	22.80
(Grader "B" Farm Type Tractor with Back-Hoe attachments and 4 Wheel Drive Front Loader; D2 Crawler Tractor or equivalent; High Pressure Sewer Flusher; Oil Spreader; Mobile Asphalt Plant; Road Roller; Street Sweeper; Motorized Catchbasin Cleaner; Unemog)		
Grade IV	21.69	22.02

(Trucks; Light Tractors: Street Flusher; Garbage Packer Sanding Truck and Tail-Gate Sander; Bob-Cat; Paint Sprayer; D2 Sidewalk Plow; Oil-Fire Steamer; Sewer Cleaning Machine; Sidewalk Plow; Water Truck; Rubbertired Sidewalk Plow*; Pavement Marker**)

* To be paid Equipment Operator III rate when operating a Snowblower.

** Paint Truck – Driver paid Equipment Operator III rate when operating Pavement Marker; Corporation may assign an employee from any classification to work as a painter in the back of the Paint Truck, and such employee will be paid his regular rate.

EQUIPMENT OPERATOR - Environment

Equipment Operator I (Excavator)	23.68	24.04
Equipment Operator II (Trucks)	22.92	23.26
Equipment Operator II (Backhoe)	22.92	23.26
Equipment Operator III (Loader)	22.71	23.05
Equipment Operator II – Sewer Pressure Washer	22.92	23.26
Equipment Operator IV - Landfill	21.69	22.02

WORKING SUPERVISORS

Leadhand Electrician - WTP / WPCP	25.67	26.06
Leadhand I (105% of Equip Op II)	23.85	24.20
Leadhand II (103% of Equip Op III)	23.13	23.48
Leadhand II (Maintenance) / (Construction)	25.28	25.66
Leadhand Truck and Coach / Automotive Technician (105% of Truck and Coach / Automotive Technician)	27.62	28.02
Leadhand I Sewer & Water Maintenance / Construction	26.42	26.82
Leadhand I (Water Meter Shop)	26.42	26.82

STATIONS PERSONNEL

Operator		
1 (0-6 months)	21.69	22.02
2 (for next 6 months)	22.55	22.89
3 (after above and subject to evaluation)	23.41	23.76
Laboratory Technician	23.41	23.76
Environmental Inspector	23.41	23.76
Environmental Engineering Technician	24.23	24.59
Maintenance & Relief Operator		
1 (0-6 months)	22.49	22.83
2 (for next 6 months)	23.36	23.71
3 (after above and subject to evaluation)	24.23	24.59
Controls Technician	24.36	24.73
Chief Operator	26.42	26.82
Industrial Millwright – WTP / WPCP	24.82	25.19
Plant Electrician – WTP / WPCP	24.82	25.19

Industrial Millwright (Apprentice) – Relief Operator

Start	22.49	22.83
Basic	23.09	23.44
Intermediate	23.66	24.01
Advanced	24.25	24.61
Industrial Millwright	24.82	25.19

SKILLED TRADES

Truck and Coach/Automotive Technician	26.30	26.69
Mechanic II (Motor Vehicle)	23.79	24.15
Mechanic III (Small Motors & Tractor Servicing)	22.49	22.83
Welder Fabricator	25.52	25.90
Carpenter	23.41	23.76
Parking Maintenance Technician	23.41	23.76
Leadhand – Parking Authority	24.60	24.97
Sign Painter	23.41	23.76
Water Distribution Technician	23.66	24.01
Dynamite Handler	22.79	23.13
Journey Plumber	24.83	25.20
Journey Plumber / Skilled Water Meter Technician	24.83	25.20
Utility Plumber	23.66	24.01
Water Meter Installer	22.46	22.80
Utility Trades Person	22.73	23.07

MISCELLANEOUS CLASSIFICATIONS

Turnkey	23.66	24.01
Sewer Trouble Technician	23.66	24.01
Utility Locator Technician	23.66	24.01
Handyworker	21.77	22.10
Janitor – Handyworker	21.09	21.41
Maintenance Person - Community Aquatics / Canada Games Complex	21.39	21.71
Relief Maintenance Person - Community Aquatics / Canada Games Complex	21.39	21.71
Sign and Traffic Marking Installer	21.77	22.10
Janitor	20.45	20.76
Mechanic's Helper	21.11	21.43
Line Patrol - Loch Lomond Water Supply	20.79	21.10
After Hours Dispatcher	21.18	21.50
Luteworker	20.79	21.10
Leadhand (Canada Games Complex) (Zone – 104% of Equipment Operator III)	23.36	23.71

PARKS & RECREATION DEPARTMENT

Labourer	20.16	20.46
Student Labourer	18.45	18.73
Park Worker (1st 6 months)	20.16	20.46
Park Worker (After 6 months)	20.74	21.05

Park Worker (After 1 Year)	21.18	21.50
Park Worker (Conservatory)	21.18	21.50
Park Worker (Cemetery)	21.18	21.50
Park Worker – Indoor Arenas	21.39	21.71
Park Worker – Indoor Arena Relief Operator	21.39	21.71
Park Worker – Trades	22.71	23.05
Park Worker – Trades (Sign Painter)	22.71	23.05
Journey Electrician	24.83	25.20
Journey Carpenter	24.83	25.20
Machine Operator	22.46	22.80
(Tree Trimmer Truck when boom being operated and Tractors with the following attachments; Five and Seven gang mowers; Snowblower; Front End Loader; Hammer Knife; Sickle Bar; Back-Hoe)		
Leadhand		
(Custodian, Curator - Gardens - 105% of Equip Op II)	23.85	24.20
Leadhand		
(Zone -104% of Equip Op III)	23.36	23.71
Leadhand*		
(Cemetery; Chippewa; Boulevard Lake; Greenskeeper, Arenas - 103% of Equip Op III)	23.13	23.48
*It is agreed that the Leadhand (Greenskeeper) will receive this rate 12 months per year.		
Sub-Foreworker (107% of Park Worker Trades)	24.30	24.66
Foreworker – Inspector	24.68	25.05
Leadhand - Cemetery	24.31	24.67

Stationary Engineer (Fort William Gardens)	22.19	22.52
Relief Stationary Engineer (Fort William Gardens)	22.19	22.52
Centennial Park Caretaker (excluded from hours of work and overtime provisions of this Agreement)	44,832.91	45,505.40
Adult Amusement Ride Operator (Roller Coaster; Cable; Bumping Car; Whip; Centennial Park Train)	20.16	20.46

MARINA

Park Worker Marina	21.18	21.50
Watch Worker Marina	20.16	20.46

GOLF

Head Leadhand Greenskeeper	24.31	24.67
Leadhand Greenskeeper	23.15	23.50
Clubhouse Clerk	20.16	20.46
Ranger	19.01	19.30
Starter	18.45	18.73

SCHEDULE "B"
JOB CLASSIFICATION AND WAGE RATES

FULL-TIME EMPLOYEES

ANIMAL SERVICES

Animal Control Officer / Animal Care Attendant

Start	18.73	19.01
60 Days	19.44	19.73
1 Year	20.13	20.43
Clerk Receptionist - Dispatcher	20.13	20.43
Jr. Clerk Receptionist - Dispatcher	19.01	19.30

"Days" refer to "Calendar Days"

SCHEDULE "B"
JOB CLASSIFICATION AND WAGE RATES

PART-TIME EMPLOYEES

ANIMAL SERVICES

Animal Control Officer / Animal Care Attendant

Start	15.70	15.94
60 Days	16.26	16.50
90 Days	16.26	16.50
*	(17.26)	(17.50)
1 Year	16.79	17.04
*	(17.79)	(18.04)

Clerk Receptionist - Dispatcher

Start	19.34	19.63
90 Days	19.34	19.63
*	(20.34)	(20.63)

Jr. Clerk Receptionist - Dispatcher

Start	18.24	18.51
90 Days	18.24	18.51
*	(19.24)	(19.51)

* Refers to "in lieu of fringes" amount
(\$1.00 as of 1992)

"Days" refers to "Calendar Days"

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE "B" - SEASONAL EMPLOYEES

1. Seasonal employees are employed during peak work periods when additional staff is required, for specific projects not generally performed by a regular employee, or tasks of a finite nature. Seasonal employees may be employed for up to (150) days in a calendar year unless otherwise agreed between the parties. Seasonal employees will be terminated at the end of their work assignment.
2. Initially, the hiring/selection of persons to fill seasonal positions will be at the Corporation's discretion.

However, a Seasonal employee who has previously been employed in a specific classification, section and area of work shall be eligible for rehire into that same specific location if:

- a) the Corporation has determined that a vacancy needs to be filled; and
- b) the Seasonal employee has passed a probationary period and has been employed in this capacity within twelve (12) months at the time of rehire; and
- c) the Seasonal employee is qualified and able to perform the duties and is available to work at the time of rehire.

A Seasonal employee who is eligible for rehire as set out above shall be rehired in order of bidding seniority, starting with the employee who had the most bidding seniority and may also utilize their bidding seniority to apply for posted vacancies within the same twelve (12) month period.

Effective upon the date of ratification, former Seasonal employees who have successfully obtained a Schedule "B" full-time temporary position and are unable to complete the probationary period in that Schedule "B" full-time temporary position because the full-time incumbent returns to the position is eligible for rehire into their former classification, section and area of work, within twelve (12) months of their last day of work, provided that the employee is eligible for rehire as set out above. Within that same twelve (12) month period, these employees may also utilize their bidding seniority to apply for vacancies posted in accordance with Article 22.01.

In the event there are no Seasonal employees eligible for rehire, the hiring/selection of persons to fill seasonal positions will be at the Corporation's discretion.

3. The number of Seasonal employees required by a section will be discussed with Union officials. The Corporation may employ a total of (60) Seasonal employees.
4. If the Corporation assigns a full-time employee to a Seasonal position, the resultant vacancy will be filled by an appointed Relief employee.
5. A regular employee position which becomes vacant and requires a full-time replacement will not be filled by a Seasonal employee.
6. Seasonal employees will become Union members and will be subject to dues deductions as per the agreed formula.
7. Seasonal employees will not be entitled to the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. Seasonal employees will receive "statutory" benefits and paid statutory holidays in accordance with this agreement until they have completed (135) days of work.

Upon completion of 135 accumulated days of work, Seasonal employees will receive \$1.25 per hour in lieu of fringe benefits. This amount is exclusive of their regular rate and will be paid for each straight time hour of work, and paid until the sooner of:

- a) age 65;
- b) the date Ontario legislation provides prescription drug coverage (provided the employee is at least 65 years of age); or
- c) where applicable, the age at which the employee can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
- d) where applicable, and having reached at least age 65, the employee can no longer contribute to the OMERS pension plan.

Should lieu pay cease being provided for in this fashion, benefit entitlement will revert to that which was in place prior to receiving the in lieu of fringes amount.

Lieu pay is paid in lieu of all fringe benefits, statutory or as per the collective agreement, which are paid to full-time employees in whole or in part by the Corporation, except vacation pay, shift differential, higher classification pay, and bereavement leave.

Where a Seasonal employee joins a pension plan and/or the Corporation is required by law to commence benefit premium payments on behalf of the employee, the employer's contributions shall be deducted from the lieu pay amount.

8. All time worked in excess of (8) hours a day or on a paid holiday as defined by the Employment Standards Act will be considered overtime and paid on the basis of (1-1/2X) the regular rate.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor

City Clerk

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES

RE: SCHEDULE "A" - TEMPORARY EMPLOYEES

1. The Corporation shall have the right to employ Temporary employees in Schedule "A" classifications when:
 - a) additional staff is required during periods of increased workload; or,
 - b) to replace full-time employees who are absent; or,
 - c) in positions of a finite nature.
2. When the temporary vacancy will not exceed (85) working days, the hiring/selection of Temporary employees will be at the Corporation's discretion. If the temporary vacancy is known to exceed (85) working days, it will be posted and filled in accordance with the agreement.
3. Overtime will be paid as outlined in Article 16.01 a) of the agreement.
4. Temporary staff will be entitled to paid holidays as outlined in Article 19.01 of this agreement, provided they:
 - a) have been employed for thirty (30) calendar days; and,
 - b) have worked the full working day immediately preceding the holiday and the full working day immediately following the holiday.
5. Temporary employees will become Union members in accordance with this agreement and subject to the dues deductions as per the agreed formula.
6. Temporary employees will not be entitled to receive the monetary benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. After serving the required waiting periods, and subject to eligibility requirements, Temporary employees will become entitled to the benefits of Article XXIV.

7. Upon completion of the temporary assignment, Temporary employees will be terminated.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor

City Clerk

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
PART-TIME EMPLOYEES - ANIMAL CONTROL SERVICE

1. The Corporation shall have the right to employ part-time employees at the Animal Control Service who may:
 - a) replace full-time employees who are absent; or
 - b) work a pre-determined, year round work schedule of (24) hours per week or less, not as a full-time replacement.
2. The hiring/selection of persons in part-time positions will be at the Corporation's discretion. However, it is understood that, if the part-time position is to replace a full-time employee who will be absent for more than (85) working days, such vacancy will be posted and filled in accordance with the collective agreement.
3. When a part-time employee replaces a full-time employee in the full-time employee's work cycle, overtime is considered all time worked before or after the regular work day, work week, or on a paid holiday as defined by this agreement.

In all other cases, overtime is considered time worked beyond (8) hours in a day, (40) hours per week, or on a Statutory Holiday as defined by the Employment Standards Act.

All overtime will be paid at the rate of (1-1/2X) the regular rate, excluding the in lieu of fringes amount.

4. Part-time employees will only receive paid holidays as provided for by the Employment Standards Act.
5. Excluding part-time work as a result of a posted vacancy, the Corporation shall endeavour to distribute available work on a rotational basis within the classification in an effort to equalize time worked. Work refusals or unavailability will count as time worked - solely for the purpose of equalization. The Supervisor will review the distribution of available work on a semi-annual basis and any adjustments will be made in the following equalization period(s). However, it is understood if there are no available part-time employees from within the classification, the work may be offered to the senior qualified part-time employee employed within the Animal

Control Service; further, it is agreed that a full-time employee who "bumps" into a part-time position as a result of a layoff will be given preference for available hours of work within the classification up to the standard number of full-time hours per week.

- 6. Part-time employees will not be entitled to receive the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or Letter. However, after (90) calendar days from the date of hire, part-time employees will receive (\$1.00) per hour, payable on their straight time hourly rate, in lieu of these benefits, statutory or as per the collective agreement, which are paid to full-time employees in whole or in part by the Corporation, except vacation pay, shift differential, higher classification pay and bereavement leave.

The in lieu of fringes amount will be paid until the sooner of:

- a) age 65;
- b) the date Ontario legislation provides prescription drug coverage (provided the employee is at least (65) years of age); or
- c) where applicable, the age at which the employee can retire and receive an OMERS pension plan without penalty (provided the employee is at least 65 years of age); or
- d) where applicable, having reached at least age (65), the employee can no longer contribute to the OMERS pension plan.

Should lieu pay cease being provided for in this fashion, benefit entitlement will revert to that which was in place prior to receiving the in lieu of fringes amount.

- 7. When a part-time employee joins a pension plan and/or the Corporation is required by law to commence benefit premium payments on behalf of the employee, the employer's contributions will be deducted from the lieu pay amount.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
**SCHEDULE "B" RELIEF EMPLOYEES -
EQUIPMENT OPERATOR IV (SANITATION)**

The Union and the Corporation agree to the following procedure with regards to hiring of Relief Equipment Operator IV's (Sanitation) to be used for relief only, on an "on call" basis, as follows:

- a) The hiring/selection of Relief Equipment Operator IV's (Sanitation) will be at the Corporation's discretion.
- b) Relief Equipment Operator IV's (Sanitation) will not be entitled to the monetary fringe benefits in this agreement, unless specifically provided for and in accordance with this agreement and/or Letter. However, Relief Equipment Operator IV's (Sanitation) will be entitled to statutory benefits, paid holidays, and overtime rates in accordance with this collective agreement. Relief Equipment Operator IV's (Sanitation) who regularly work the standard number of hours per week - (40) hours - for the requisite time periods will receive benefits as per conditions outlined in Article XXIV of this Agreement.
- c) Relief Equipment Operator IV's (Sanitation) will become Union members and subject to dues deductions as per the agreed formula.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
SCHEDULE "B" RELIEF FOOT PATROL WORKER

The Union and the Corporation agree to the following procedure with regards to the hiring of Relief Foot Patrol Workers (Sanitation) to be used for relief only, on an "on call" basis, as follows:

- a) The hiring/selection of Relief Foot Patrol Workers will be at the Corporation's discretion.
- b) Relief Foot Patrol Workers will not be entitled to the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. However, Relief Foot Patrol Workers will be entitled to Statutory benefits, paid holidays, and overtime rates in accordance with this collective agreement. Relief Foot Patrol Workers who regularly work the standard number of hours per week - (40) hours - for the requisite time periods will receive benefits as per the conditions outlined in Article XXIV of this agreement.
- c) Relief Foot Patrol Workers will become Union members and subject to dues deductions as per the agreed formula.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
SCHEDULE "B" RELIEF INDOOR ARENA OPERATORS

- A) When it is necessary to temporarily replace regular Indoor Arena Operators on a short term basis (1 day only) the following procedure will be used to obtain replacements:
1. Operators from the same arena will be asked if they will work, if no response then;
 2. Operators from other arenas will be asked if they will work (a list of employees who have indicated they will be willing to do relief work will be drawn up and only these employees will be phoned), if no response, then;
 3. CUPE Schedule "B" members who are currently on lay-off who have been trained in the operation of machinery necessary for operating an indoor arena will be asked if they will work, if no response, then;
 4. Employees from the pool of Indoor Arena Relief Operators will be called in to work.
- B) Where it is necessary to temporarily replace regular Indoor Arena Operators on a longer term basis (2 days - 17 weeks) the following procedure will be used to obtain replacements:
1. CUPE Schedule "B" members who are currently on layoff will be provided with one day training in the operation of an indoor arena unless they are already qualified for the position. Only the number of employees necessary to provide relief back-up will be trained. This number will be at the discretion of the Corporation. (This provision will only apply during the period Indoor Arenas are in Operation).
 2. Should there be no employees on layoff able and willing to do the work required, replacements will be chosen from the pool of Indoor Arena Relief Operators.

Note:

In the event a laid off employee used for relief operation is recalled to his previous position, said employee must return to that position and his place will be taken by the next senior qualified employee on layoff or a member of the pool of Indoor Arena Relief Operators, whichever is appropriate.

Where a laid off employee is used, that employee will be paid at the Indoor Arena Operator rate.

In the case of currently employed Operators or employees on layoff, calls will be made on a seniority basis to determine their availability for relief work. Only one attempt will be made by the telephone to contact an employee for relief work. If the employee is not available or does not answer the call, the next eligible employee will be called.

Indoor Arena Operators shall be granted accumulated lieu days off upon request during normal * weekly scheduling.

Furthermore, without prejudice, regular Indoor Arena Operators will be allowed the option of pay in accordance with Clause 19.04 or straight time pay for Paid Holidays and two (2) days off in lieu of the overtime pay, or pay for the overtime and one (1) day off in lieu of the Paid Holiday.

Relief Indoor Arena Operators will be used to cover off the lieu days granted. This clause will be administered in accordance with article 19.04 of the collective agreement.

* Normal weekly scheduling does not include major events when regular Indoor Arena Operators are required by the Corporation to be on duty.

- C) Relief Indoor Arena Operators will not be entitled to receive the monetary fringe benefits of this agreement, unless specifically provided for in accordance with this agreement and/or this Letter. However, Relief Indoor Arena Operators will be entitled to Statutory benefits, paid holidays and overtime rates in accordance with this agreement. Relief Indoor Arena Operators who regularly work the standard number of hours per week - (40) hours - for the requisite time periods will be entitled to the benefits of Article XXIV of this agreement.
- D) Relief Indoor Arena Operators will become Union members and subject to the dues deductions as per the agreed formula.
- E) The hiring/selection of persons to fill Relief Indoor Arena Operator positions will be at the Corporation's discretion.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor

City Clerk

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
**SCHEDULE “B” RELIEF MAINTENANCE PERSON -
CANADA GAMES COMPLEX AND COMMUNITY AQUATICS**

Without prejudice, this Letter is not to be construed as a precedent elsewhere.

1. A) Where it is necessary to temporarily replace regular Maintenance Person(s) – Canada Games Complex on a short term basis (one day only), the following procedure will be used to obtain replacements:
 - i) Maintenance Person(s) from the Canada Games Complex maintenance staff will be used if they will work. If no response, then;
 - ii) Employee(s) from the pool of Canada Games Complex Maintenance Person Relief staff will be called to work.
 - iii) Employee(s) from the pool of Community Aquatics Maintenance Person Relief staff will be called to work.
- B) Where it is necessary to replace the Maintenance Person – Canada Games Complex on a long term basis (up to 12 weeks), employees from the pool of Canada Games Complex Maintenance Person Relief staff will be called to work effective from the first day of the replacement period. Long term temporary vacancies beyond (12) weeks will be posted in accordance with this collective agreement.
2. A) Where it is necessary to temporarily replace regular Maintenance Person(s) - Community Aquatics on a short term basis (one day only), the following procedure will be used to obtain replacements:
 - i) Maintenance Person(s) from Community Aquatics maintenance staff will be used if they will work. If no response, then;
 - ii) Employee(s) from the pool of Community Aquatics Maintenance Person Relief staff will be called to work.
 - iii) Employee(s) from the pool of Canada Games Complex Maintenance Person Relief staff will be called to work.
- B) Where it is necessary to replace the Maintenance Person – Community Aquatics on a long term basis (up to 12 weeks), employees from the pool of Community Aquatics Maintenance Person Relief staff will be called to work effective from the first day of the replacement

period. Long term temporary vacancies beyond (12) weeks will be posted in accordance with this collective agreement.

- 3. A) Regular Maintenance Person – Canada Games Complex and Community Aquatics who work on a paid holiday will be allowed:
 - i) The option of pay in accordance with clause 19.04, or,
 - ii) Straight time pay for hours worked on a paid holiday and two (2) days off in lieu of the overtime pay, or,
 - iii) Double time for hours worked on a paid holiday and (1) day off in lieu of the paid holiday.

Lieu days may be allowed to accumulate and may be taken in blocks of (5) days within a three (3) month period following the accumulation.

Maintenance Person – Canada Games Complex Relief staff shall be used to cover the lieu days granted at the Canada Games Complex. Maintenance Person - Community Aquatics Relief staff shall be used to cover the lieu days granted at Community Aquatics.

- B) The hiring/selection of persons to fill Relief Maintenance Person – Canada Games Complex and Community Aquatics positions will be at the Corporation's discretion.
- C) Relief Maintenance Person – Canada Games Complex and Community Aquatics employees will not be entitled to receive the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or letter. However, Relief Maintenance Person – Canada Games Complex and Community Aquatics will be entitled to statutory benefits, paid holidays and overtime rates in accordance with this agreement. Relief Maintenance Person – Canada Games Complex and Community Aquatics who regularly work the standard number of hours per week - (40) hours - for the requisite time periods will be entitled to the benefits of Article XXIV of this collective agreement.
- D) Relief Maintenance Person – Canada Games Complex and Community Aquatics will become Union members and subject to dues deduction as per the agreed formula.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
SCHEDULE "B" RELIEF WATCH WORKER

The Union and the Corporation agree to the following procedure in regard to the hiring of part-time Relief Watch Worker(s) to be used as relief only, on an "on-call" basis, as follows:

1. Employment of the Relief Watch Worker will not interfere with overtime hours available to full-time Watch Worker.
2. The opportunity of working overtime will first be offered to the full-time Watch Worker before Relief Watch Worker(s) are called in.
3. Relief Watch Worker(s) will become initiated members of the Union and pay the required membership fee.
4. The Union dues will be assessed as per the agreed formula.
5. Relief Watch Worker(s) who work on statutory holidays will be paid as per the collective agreement.
6. Relief Watch Worker(s) who do not work the statutory holidays will be paid according to the Employment Standards Act which states:
"An employee does not qualify for a paid holiday if the employee:
 - a) does not work on his or her regular day of work preceding and following the holiday;
 - b) having agreed to work on a public holiday, does not report for and perform the work without reasonable cause."
7. The Corporation will monitor the number of hours worked by Relief Watch Worker(s) over a (1) year period, and will re-assess the program at that time.
8. The terms of this Letter of Understanding between the Union and the Corporation are open to further discussion at any time deemed necessary by either party.

9. The hiring/selection of Relief Watch Worker(s) will be at the Corporation's discretion.
10. Relief Watch Worker(s) will not be entitled to receive the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. However, Relief Watch Worker(s) will be entitled to statutory benefits, and overtime rates in accordance with the collective agreement. Relief Watch Worker(s) who regularly work the standard number of hours per week - (40) hours - for the requisite time periods will receive the benefits of Article XXIV of this agreement.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

Note: This position title has been changed to "After Hours Dispatcher".

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE "B" RELIEF *PARK WORKER*

The Union and the Corporation agree to the following procedure with regards to the hiring of up to (4) Relief Park Worker(s) to be used for relief only, on an "on call" basis, in the Parks Section, as follows:

- 1) Relief Park Worker(s) will become Union members and subject to dues deductions as per the agreed formula.
- 2) Relief Park Worker(s) will not be entitled to receive the monetary fringe benefits of this agreement, unless specifically provided for and in accordance with this agreement and/or this Letter. However, Relief Park Worker(s) will be entitled to statutory benefits, and paid holidays and overtime rates in accordance with this collective agreement. Relief Park Worker(s) - who regularly work the standard hours per week - (40) hours - for the requisite time periods will be entitled to receive the benefits of Article XXIV of this agreement.
- 3) The hiring/selection of Relief Park Worker(s) will be at the Corporation's discretion.
- 4) When it is necessary to replace regular Park Worker(s) on a short-term basis (1 day only), the work will first be offered to other regular Park Worker(s) in accordance with Article XVI, Clause 16.01 of the collective agreement.
- 5) When it is necessary to replace regular Park Worker(s) on a longer term basis (2 days to 17 weeks), employees from the pool of Park Worker Relief staff will be called to work effective from the first day of replacement period. Long term vacancies beyond (12) weeks will be posted in accordance with this collective agreement.
- 6) Laid off Schedule "B" regular employees will be called for work before employees from the pool of Park Worker Relief Staff.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor

City Clerk

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE "B" FOOT PATROL WORKER

Agreement covering the classification of Foot Patrol Worker.

1. The classification be added to Schedule "B" of the collective agreement.
2. Rate of pay - same as Labourer.
3. Work Week - Seven (7) days - Sunday to Saturday.
4. Hours of Work - 6:00 a.m. to 5:00 p.m. Shifts will be eight (8) hours per day with a one-half (1/2) hour lunch break.

Schedules will be established on a 5 and 2 system - five (5) days work followed by two (2) days off.

The current work week is Monday through Friday inclusive.

5. Changes to the Work Week and Hours will be the subject of discussion between the Corporation and the Union.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE "B"- THE MARINA ARBITRATION

Referenced from October 10, 1984

Without Prejudice

The Parties agree to the following as a final and binding settlement of all issues regarding the Marina Arbitration and agree to recommend the settlement to their respective principals:

1. The Positions will be titled:
Parkman (Marina)
Watchman (Marina)
2. Rates of Pay
Parkman (Marina) - \$15.90 per hour
Watchman (Marina) - \$15.09 per hour
3. Position Descriptions as attached.
4. Hours of Work
12 hour shifts - 9:00 to 9:00 each day
3 days or nights on, 3 days or nights off
(7/12 hour tours each 14 days)
5. Seniority:
Past Service
1982 - 75 days x 12 hours - 8 = 112.5
1983 - 75 days x 12 hours - 8 = 112.5
Total 225.0 days
1984 Seniority as per Agreement
6. Seniority Date - July 1, 1983:
Rehired - May 17, 1984, plus 10 months previous service = July 1, 1983.

7. Sick Leave Credits:
 1.5 days for each continuous month
- | | |
|------------------------------|---------------|
| 1982 - 3 Continuous Months = | 4.5 days |
| 1983 - 3 Continuous Months = | 4.5 days |
| 1984 - Pro-rated | = 4.0 days |
|
Total |
13.0 days |

Each Marina Employee will be credited with 13 days sick leave.

8. Benefits:
 Each employee at the Marina will be credited with 1 full year of continuous service.
- This one (1) full year of service credits can be used for the purpose of acquiring all contracted benefits upon transferring to other positions within the Corporation when the Marina closes for 1984, when the employees bump into other positions or are recalled from layoff to the Marina each spring.
9. Vacations:
 As per the collective agreement.
10. Statutory Holidays:
 As per the collective agreement.
11. Layoff/Recall:
 As per the collective agreement and exceptions of End of Marina Season -- See pages 3 and 4 of this letter.
12. Pay Period:
 Equalization of bi-weekly pay periods - 84 @ straight time each period.
13. Overtime:
 As per Agreement -- before or after established shifts see item # 4.
 On off days
 1st 12 hour shift or part of a 1st 12 hour shift overtime on an off day @ 1 1/2 times rate of pay
- Any succeeding 12 hour shifts or part of a 12 hour shift @ 2 times rate of pay.
14. Miscellaneous:
 Radio Qualifications:
 Very simple to get -- read book. Know codes, language, bands, etc., take a verbal test -- no cost -- good for life -- 1/2 hour of time required. Can take as often as necessary to achieve.

Gasoline Handling Act Code:

Safety Department is developing a program and orientation to meet these needs.

End of Marina Season

Parkman (Marina) positions at the end of the season will be transferred into other Parkman positions for which they qualify.

If no position is available as a Parkman, a layoff notice will be issued and the Parkman (Marina) can utilize accrued seniority to bump into other work as per the collective agreement (Article XXI).

Watchman (Marina) positions at the end of the season will be issued notices of layoff and they can utilize their accrued seniority to bump into positions for which they qualify as per the collective agreement (Article XXI).

a) Conditions If Employees Can't Bump

If individuals who are currently working at the marina are laid off and unable to bump into other work, they will be recalled to the marina in the spring of each year for as long as they are employable (subject to retirement age, etc.) and desire marina work.

b) Conditions If Employees Don't Want to Bump

If individuals who are currently working at the marina are laid off and do not wish to bump into other work they will be recalled to the marina in the spring of each year as long as they are employable (subject to retirement age, etc.) and desire marina work.

c) Conditions If Employees Do Bump

If individuals who are currently working at the marina are laid off and do bump into other work they will be recalled to the marina in the spring of each year so long as they are employable (subject to retirement age, etc.) and desire marina work.

d) When those marina employees classed as Watchman (Marina) acquire other employment or quit, their vacancy will be filled by students at student rates, provided there are no Schedule "B" members on layoff.

e) The Corporation will be allowed to hire new employees while marina employees are on layoff under items (a) and (b) above.

Vacations of Parkman (Marina) will be covered by Watchman (Marina) personnel. Watchman (Marina) personnel will be replaced by students.

15. Retroactive Pay

Full retroactive pay for all marina employees during 1984, will be paid at the 1984 rates of pay for the hours worked.

For 1982 and 1983, each employee will receive \$4,000.00 (lump sum payment).

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor

City Clerk

NOTE: Rates of pay have been updated and job titles have been changed since the original document was created.

NOTE: For historical reference the "Parkman" and "Watchman" job titles herein will be maintained as written. However, these job titles have been changed to "Park Worker" and "Watch Worker" effective January 1, 2001.

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE "B"- SCUBA WORK - CANADA GAMES COMPLEX

The Union and the Corporation agree to the following procedure in regard to SCUBA work at the Canada Games Complex:

Recognizing that SCUBA work entails unique skills and qualifications, Maintenance Person - Aquatics & Fitness and Leadhand employees performing such work during their regular working hours will be paid time and one-half (1 - 1/2) their regular Schedule "B" rate. SCUBA WORK WILL INCLUDE:

- a) fifteen (15) minutes preparation time;
- b) actual time spent in the water;
- c) fifteen (15) minutes equipment clean-up time.

SCUBA work performed during premium hours will be paid as follows:

- a) the applicable overtime rate based on the regular rate; PLUS,
- b) ONE-HALF (1/2) hour for every hour "worked" (as described above), or any portion thereof.

Wherever possible, SCUBA work will be scheduled during regular working hours. Training and equipment will be provided by the Corporation.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
**RE: SCHEDULE "B"- INTERPRETATION
OF ARTICLE XVI - CLAUSE 16.04**

The following will confirm, without prejudice, our position relative to the above-noted:

For the purpose of clarification, the interpretation of Article XVI - Clause 16.04 shall mean a minimum of four (4) hours pay at straight time rates for overtime worked at Mountain View Cemetery.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor

City Clerk

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: SCHEDULE "B" - ARTICLE XXII - CLAUSE 22.04

The Union and the Corporation agree that Clause 22.04 of the Schedule "B" workers agreement is intended to mean that:

- 1) Short term vacancies on a day-to-day basis will be filled by the senior qualified employee in the section and area of work.
- 2) Scheduled vacation and short term illness or Leave of Absence vacancies will be filled by the senior qualified employee in the section (up to seventeen (17) weeks).
- 3) Long term temporary vacancies will be posted in accordance with Article XXII and Clause 22.04 (beyond twelve (12) weeks), and filled by the seventeenth (17th) week.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: VOLUNTEERS

The parties agree that the Corporation's current practices with respect to the use of volunteers can continue and such volunteers, who may perform bargaining unit work, are not governed by the collective agreement so long as said volunteers are not remunerated.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87
RE: PART-TIME, CASUAL & TEMPORARY EMPLOYEES - ANIMAL CONTROL

The parties agree that during the term of this agreement, the combined number of part-time, casual and temporary employees in any given classification within Animal Control will not exceed the number of employees filling full-time positions in that classification.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87
RE: SCHEDULE "B" - RELIEF *PATROL WORKER* (LOCH LOMOND)

The Union and the Corporation agree to the following procedure with regards to the hiring of one (1) Relief Patrol Worker (Loch Lomond) to be used for relief only, on an "on call" basis, as follows:

- a) The hiring/selection of Relief Patrol Worker(s) will be at the Corporation's discretion.
- b) The Relief Patrol Worker will not be entitled to receive the monetary fringe benefits of this agreement, unless specifically provided for in accordance with this agreement and/or this Letter. However, Relief Patrol Worker(s) will be entitled to statutory benefits, paid holidays and overtime rates in accordance with this collective agreement. Relief Patrol Worker(s) who regularly work the standard number of hours per week - forty (40) hours - for the requisite time periods will be entitled to receive the benefits of Article XXIV of this agreement.
- c) The regular full-time Relief Patrol Worker will be eligible to work overtime in accordance with Article XVI of this collective agreement.
- d) Relief Patrol Worker(s) will become Union members and subject to dues deductions as per the agreed formula effective on signing of this Letter.
- e) When it is necessary to replace the regular full-time Patrol Worker (up to 17 weeks), the Relief Patrol Worker will be called to work effective from the first day of the replacement period. Long term vacancies beyond twelve (12) weeks will be posted in accordance with the collective agreement.
- f) Laid off Schedule "B" regular full-time employees, who are qualified and able to perform the work of this classification will be called for work before the Relief Patrol Worker. It is understood that, as required by the Corporation, said laid off employees may be offered one day of orientation.

NOTE: As of the signing of this Letter, two Relief Patrol Workers (Loch Lomond) are employed and can continue to be employed. Should one of the current incumbents no longer be employed as Relief Patrol Worker, the Corporation agrees that only one Relief Patrol Worker shall be retained pursuant to this Letter.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor

City Clerk

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87

**RE: HOURS OF WORK – LEADHAND-CANADA GAMES COMPLEX,
MAINTENANCE PERSON-CANADA GAMES COMPLEX, AND MAINTENANCE
PERSON-COMMUNITY AQUATICS**

1. The terms of this settlement will come into effect upon written approval of the hours of work amendments by the Minister of Labour, Employment Standards Branch, as required, and upon ratification of this Letter of Understanding by both parties.
2. The normal hours of work and regular shift schedules will be as per Article XV Hours of Work and is based on the following:

Leadhand-Canada Games Complex and Maintenance Person-Canada Games Complex - four (4) scheduled days of work followed by three (3) consecutive scheduled days off on the basis of ten (10) hour daily shifts, inclusive of a half hour paid lunch period. The day shift will be from 7:00 a.m. to 5:00 p.m. and the evening shift will be from 1:30 p.m. to 11:30 p.m.

Maintenance Person – Community Aquatics (Volunteer Pool) - five (5) scheduled days of work followed by two (2) consecutive days off, shift schedules and hours of work in accordance with Article 15.36 of the collective agreement (which includes a half hour unpaid meal break).

Tour #1

Monday to Friday - 4:30 a.m. to 1:00 p.m.

Tour #2

Sunday	- 8:00 a.m. to 4:30 p.m.
Wednesday	- 1:30 p.m. to 10:00 p.m.
Thursday	- 1:30 p.m. to 10:00 p.m.
Friday	- 1:30 p.m. to 10:00 p.m.
Saturday	- 8:00 a.m. to 4:30 p.m.

Maintenance Person Community Aquatics (Churchill Pool) – four (4) scheduled days of work followed by three (3) consecutive scheduled days off on the basis of ten and one half (10 ½) hour daily shifts, inclusive of one

half (½) hour unpaid meal break. The schedule and hours of work are in accordance with Article 15.36 of the collective agreement.

Tour # 1

Monday to Thursday 8:00 a.m. to 6:30 p.m. (1/2 hour unpaid lunch)

Tour #2

Thursday to Sunday 11:30 a.m. to 10:00 p.m. (1/2 hour unpaid lunch)

3. Overtime work performed at the Canada Games Complex and Churchill Pool will be paid for as follows:

Authorized overtime will be paid for at the rate of double time (2x) for any work performed in the twelve (12) hour period immediately preceding their regularly scheduled tour of duty, and at the rate of time and one-half (1-1/2x) for any work performed following completion of the tour.

All employees shall be paid at the rate of time and one-half (1-1/2X) for work performed on their first scheduled day off; time and one-half (1-1/2X) for the first five hours of work performed on their second scheduled day off; double time (2X) for work performed beyond five (5) hours of previous work performed on their second scheduled day; and double time (2X) for work performed on their third scheduled day off.

Example for Illustration Purpose:

When overtime hours are worked, on either the day or evening shift of the employee's first scheduled day off, such will be paid at time and one-half (1-1/2x) the regular rate, e.g. four (4) hours of overtime work will equal four (4) hours of pay at time and one-half (1-1/2x) the regular rate; ten (10) hours of overtime work will be equal to ten (10) hours of overtime pay at time and one-half (1-1/2x) the regular rate; sixteen (16) hours of overtime work will equal sixteen (16) hours of pay at time and one-half (1-1/2x) the regular rate, and so on.

When overtime hours are worked on either the day or evening shift of the employee's second scheduled day off, regardless of any overtime that may or may not have been worked on the employee's first scheduled day off, such will be paid for at time and one-half (1-1/2x) the regular rate for the first five (5) hours of overtime worked and double time (2x) the regular rate for all overtime worked beyond five (5) overtime hours worked on the employees second scheduled day off, e.g. five (5) hours of overtime work will equal five (5) hours pay at time and one-half (1-1/2x) the regular rate; ten (10) hours of overtime work will equal five (5) hours of overtime at time and one-half (1-1/2x) the regular rate plus five (5) hours of overtime at double time (2x) the regular rate; sixteen (16) hours of overtime will equal five (5) hours of overtime at time and one-half (1-1/2x) the regular rate plus eleven (11) hours of overtime at double time (2x) the regular rate, and so on.

When overtime hours are worked on the employee's third scheduled day off, on either the day or evening shift, such will be paid at double time (2x) the regular rate.

4. Overtime work at Volunteer Pool will be paid for in accordance with Article 16.01 b) of the collective agreement.
5. For the purposes of Article XVIII, one working day of vacation will be equal to (8) hours pay.
6. For the purpose of Article XIX, employees who are eligible for a Paid holiday in accordance with the collective agreement will be paid same on the basis of a ten (10) hour workday if and only when working ten (10) hour shifts at the Canada Games Complex and Churchill Pool.
7. For the purposes of Article 25.02 b), one non-vested sick leave credit will be equal to eight (8) hours pay.
8. For the purpose of Articles 25.04, 25.05, 25.06 and 25.07, one vested sick leave credit will be equal to (8) hours pay.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87
RE: SCOPE OF THE BARGAINING UNIT

Managerial Positions

The parties agree that the rate of pay for incumbents in “managerial” positions that are found to be included in the bargaining unit by application of the April 23, 1996 Letter of Understanding will be red-circled at their current rate of pay.

The affected positions and incumbents at this time, to be considered “Schedule A” positions, are:

Accounting Analyst
Building Attendant
Computer Hardware Analyst
Data Base Administrator
Information Services Specialist
Job Developer
Revenue Analyst
Senior Planner
Training Advisor

When the incumbents referred to above become members of this bargaining unit, the following will occur:

- Seniority and Service will be calculated pursuant to Part B, Section 2 of the April 23, 1996 Letter of Understanding; and,
- the daily work schedules will be as per current practice, based on a seven (7) hour work day and a thirty-five (35) hour work week; and

- the incumbents will be otherwise covered by the terms of the collective agreement and will no longer be governed by the non-union by-law with respect to wages, benefits and working conditions; and,
- other “managerial” employees who are found to be in scope will be treated as per the above.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87
RE: COMBINE THE BARGAINING UNITS

The parties agree to recombine the Inside and Outside bargaining units. Therefore, the basis for this agreement is that all of the members will again be members of the combined bargaining unit and that the collective agreement that was signed on October 10, 1995, will be the agreement amended by this Memorandum of Agreement.

With respect to seniority provisions, the effect of the combined unit on same will take effect upon ratification of the Memorandum of Settlement by both parties. This change will not be retroactive with regard to the application of seniority provisions prior to the final ratification date. Further, it is understood that previously accumulated "bidding seniority" will not be recombined until the later of July 1, 1995 or the date upon which both parties have ratified the Memorandum of Settlement, and that the application of combined bidding seniority will not be retroactive.

With respect to Article XXI - the parties confirm the intent of Article 21.05 as being applicable to permanent layoffs only.

SIGNED THIS _____ DAY OF _____, 2010.

	<u>FOR THE CORPORATION</u>	<u>FOR THE UNION</u>
Mayor	_____	_____
City Clerk	_____	_____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87
**RE: SCHEDULE "B" - RELIEF STATIONARY ENGINEER
(FORT WILLIAM GARDENS)**

- A) When it is necessary to temporarily replace regular Stationary Engineers on a short term basis for illness (1 day only) the following procedure will be used to obtain replacement:
1. Stationary Engineers from the Fort William Gardens will be asked if they will work, if no response then;
 2. Park Worker-Indoor Arenas from the Fort William Gardens that meet the qualifications for the position of Stationary Engineer (Fort William Gardens) will be asked in order of seniority if they will work, if no response then;
 3. CUPE members who are currently on lay-off who have occupied the positions of Stationary Engineer (Fort William Gardens) or Park Worker-Indoor Arenas who have been trained in the operation of the machinery necessary at the Fort William Gardens and meet the qualifications for the position of Stationary Engineer (Fort William Gardens) will be asked in order of seniority if they wish to work, if no response then;
 4. The employee hired in the position of Relief Stationary Engineer (Fort William Gardens) will be called to work.
- B) When it is necessary to temporarily replace regular Stationary Engineers on a short term basis for other than illness (1 day only) the following procedure will be used to obtain replacement:
1. CUPE members who are currently on lay-off who have occupied the positions of Stationary Engineer (Fort William Gardens) or Park Worker-Indoor Arenas who have been trained in the operation of the machinery necessary at the Fort William Gardens and meet the qualifications for the position of Stationary Engineer (Fort William Gardens) will be asked in order of seniority if they wish to work, if no response then;
 2. The employee hired in the position of Relief Stationary Engineer (Fort William Gardens) will be called to work.

- C) Where it is necessary to temporarily replace regular Stationary Engineers on a long term basis (2 days - 17 weeks) the following procedure will be used to obtain replacements:
1. Park Worker - Indoor Arenas that meet the qualifications for the position of Stationary Engineer (Fort William Gardens) will be asked in order of seniority if they will work, if no response then:
 2. CUPE members who are currently on lay-off who have occupied the positions of Stationary Engineer (Fort William Gardens) or Park Worker-Indoor Arenas who have been trained in the operation of the machinery necessary at the Fort William Gardens and meet the qualifications for the position of Stationary Engineer (Fort William Gardens) will be asked in order of seniority if they wish to work, if no response then;
 3. The employee hired in the position of Relief Stationary Engineer (Fort William Gardens) will be called to work.
- D) When it is known that a long term temporary vacancy will extend beyond twelve (12) weeks, the vacancy will be posted in a timely manner in accordance with this Collective Agreement.
- E) Relief Stationary Engineer (Fort William Gardens) will not be entitled to receive the monetary fringe benefits of this Agreement, unless specifically provided for in accordance with the Agreement and/or Letter. However, Relief Stationary Engineer (Fort William Gardens) will be entitled to statutory benefits, paid holidays and overtime rates in accordance with this Agreement. Relief Stationary Engineer (Fort William Gardens) who regularly work the standard number of hours per week - forty (40) hours - for the requisite time periods will be entitled to the benefits of Article XXIV of this Collective Agreement.
- F) The Relief Stationary Engineer will become a Union member and be subject to dues deduction as per the agreed formula.
- G) The hiring/selection of the Relief Stationary Engineer (Fort William Gardens) will be at the Corporation's discretion. This employee will also be considered a Relief Indoor Arena Operator for the purposes of that Letter.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES ON BEHALF OF ITS LOCAL 87

RE: SCHEDULE "B" - WASTE AND RECYCLABLE SECTION - TEN HOUR SHIFTS

The parties agree to the following Collective Agreement amendments:

1. The parties agree to introduce an extended hours of work schedule for employees in the Waste and Recyclable Section.
2. The terms of this settlement will come into effect upon written approval of the hours of work amendments by the Ministry of Labour and upon ratification of this Letter by both parties. Subsequent to the effective date, the Corporation will implement the new work schedules as soon as it is able.
3. The regular hours of work for Waste and Recyclable Section employees shall consist of a ten (10) consecutive hour tour of duty, between the hours of 7:00 a.m. and 5:30 p.m., plus a one-half (1/2) hour unpaid meal break, Tuesday to Friday inclusive.
4. Overtime work will be paid for as follows:
 - a) Authorized overtime will be paid for at a rate of double time (2X) the regular rate for time worked during the twelve (12) hour period immediately preceding their regular scheduled tour of duty, and at the rate of one and one half times (1-1/2X) the regular rate for time worked following the completion of their tour of duty.
 - b) The Corporation may schedule up to six (6) mandatory overtime shifts per employee per year to ensure four (4) collection days each week. The schedule for the mandatory shifts will form part of the regular collection calendar. Mandatory overtime shifts will be scheduled on Mondays whenever possible, and on Saturdays, and Statutory Holidays when required.
 - c) All employees shall be paid at the rate of one and one-half times (1-1/2X) their regular rate for authorized overtime worked on their first scheduled day off; time and one-half (1-1/2X) for the first five (5) hours of authorized overtime worked on their second scheduled day off; double time (2X) for authorized overtime worked beyond five (5) hours of previous work performed on their second scheduled day

off; and double time (2X) for authorized overtime worked on their third scheduled day off.

5. For the purposes of Article XVIII, one working day of vacation will be equal to eight (8) hours pay, one week of vacation will equal forty (40) hours pay, and so on.
6. For the purpose of paid holidays, employees are not considered shift workers. Employees who are eligible to be compensated for a paid holiday in accordance with the collective agreement will be governed by the following:
 - a) when the holiday falls on the employee's regularly scheduled day off, the employee will receive either: an additional eight (8) hours pay, or accumulate eight (8) hours of paid time off in lieu of pay for the holiday, with the understanding that a subsequent paid day off will require ten (10) accumulated hours of lieu time; and,
 - b) when the holiday falls within the employee's regular work cycle, and the employee is required to work on the holiday, the employee will receive double time (2X) the regular rate of pay for time worked plus an additional ten (10) hours pay; and,
 - c) when the holiday falls during the employee's regular work cycle, and the Corporation determines that the employee will not be required to work, the employee will receive either an additional ten (10) hours pay or accumulate ten (10) hours paid time off in lieu of pay for the holiday.
7. For the purpose of Article 25.02 b), one non-vested sick leave credit will be equal to eight (8) hours pay.
8. For the purposes of Articles 25.04, 25.05, 25.06, and 25.07, one vested sick leave credit will be equal to eight (8) hours pay.
9. The parties agree to incorporate the relevant terms of this Understanding into the current collective agreement.
10. Banking of Overtime

Employees working within the Waste and Recyclable Section may bank an aggregate amount of 160 hours of overtime from December 1 of the current year to November 30 of the following year. Employees will not be permitted to continually top up hours in the bank. Once the aggregate maximum of 160 hours has been reached, additional hours cannot be added during the banking period in that year.

Time off in lieu of overtime must be taken, unless otherwise mutually agreed, within a three (3) month period immediately following such overtime, at a time agreeable between the employee and the non-union Supervisor. The employee shall signify his intention to bank time immediately upon completion of the overtime worked.

Employees leaving the Waste and Recyclable Section to go to another position within the Corporation of the City of Thunder Bay will have all banked overtime above 40 hours frozen until such time as they pass probation in that position. Once the employee passes probation in the position, all banked overtime above 40 hours

will be paid out. If the employee returns to the Waste and Recyclable Section before the probation period ends, all banked overtime that was frozen will be unfrozen and accessible by the employee.

All unused hours as at November 30 will automatically be paid out each year to employees on the next pay, based on the employee's rate of pay that was in effect at the time the hours were earned and banked.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor

City Clerk

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY

AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

RE: NAME, ADDRESS AND PHONE NUMBER OF CUPE 87 MEMBERS

Effective December 1, 2005, the Employer shall provide the Union with the name, address, and telephone number of CUPE 87 members.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor

City Clerk

MEMORANDUM OF SETTLEMENT

Between

THE CORPORATION OF THE CITY OF THUNDER BAY
(herein referred to as the "Corporation")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
(herein referred to as the "Union")

**Re: Outstanding Issues Related To The Environment Division Re-organization
and Revised Job Guides**

Without Prejudice and/or Precedent

The parties hereby agree to recommend ratification of this Memorandum of Settlement to their respective principals as full and final resolve to the outstanding issue of CUPE Outside Job Guides for the Environment Division and any and all outstanding grievances including CUPE O/S #25, 1993 and General Group Grievance, March 23, 2001 - (Position Descriptions Environment Division), as they relate to the positions dealt with herein.

1. This settlement is confidential, without prejudice and/or precedent to any other matters between the Corporation and the Union.
2. The parties agree that in lieu of retroactivity for the years 1998 through to December 31, 2002, a one time lump sum payment of \$2000.00 (two thousand dollars), less statutory deductions will be provided to full-time incumbents in the identified positions as at the date of signing of this agreement:

Lead Hand Electrician (WTP, WPCP)
(MRO) Maintenance & Relief Operator (WTP, WPCP)
Operator (WTP Operations, WPCP Operations)
Lead Hand II (Construction)
Lead Hand II (Maintenance) – Sewer & Water
Turnkey
Utility Plumber – Sewer & Water
Water Distribution Technician
Equipment Operator I (Excavator)
Equipment Operator II (Backhoe)
Equipment Operator II (Sewer Pressure Cleaner)
Equipment Operator III (Loader)
Skilled Sewer & Water Worker (Maintenance)
Skilled Sewer & Water Worker (Construction)

3. The parties agree that the new hourly rates of pay (see attached Appendix A) will be effective from January 1, 2003. The Corporation will only pay retroactivity back to January 1, 2003, for those full-time incumbents in the identified classifications as at January 1, 2003.
4. The parties agree that there shall be no other claims with respect to retroactivity for any other person or position in the Environment Division.
5. The parties agree to the attached job descriptions (see original) for the following positions:

- Lead Hand Electrician (WTP, WPCP)
- Plant Electrician (WTP, WPCP)
- Industrial Millwright (WTP Operations, WPCP Operations)
- (MRO) Maintenance & Relief Operator (WTP, WPCP)
- Operator (WTP Operations, WPCP Operations)
- Lead Hand I (Water Meter Shop)
- Lead Hand II Construction
- Lead Hand II Sewer & Water Maintenance
- Skilled Sewer & Water Worker (Maintenance)
- Skilled Sewer & Water Worker (Construction)
- Turnkey
- Sewer Trouble Technician
- Utility Locator Technician
- Utility Plumber - Sewer & Water
- Water Distribution Technician
- Journey Plumber / Skilled Water Meter Technician
- Skilled Water Meter Technician
- Equipment Operator I (Excavator)
- Equipment Operator II (Backhoe)
- Equipment Operator II (Sewer Pressure Cleaner)
- Equipment Operator II (Trucks)
- Equipment Operator III (Loader)
- Environment Inspector
- Laboratory Technician
- Line Patrol – Loch Lomond Water Supply

6. The parties recognize and agree that levels of certification as prescribed by legislation and as required by the Environment Division are necessary for the on-going protection of public health. Therefore, current and future incumbents in the positions described herein and any future positions created within the Environment Division will be required to have, obtain and/or maintain, as the case may be, the established certification as listed in the job descriptions for the plant in order to continue working in any classification requiring such.
7. Effective January 1, 2003, the Corporation agrees to compensate employees working in positions requiring certification on the basis of a premium rate per hour worked as follows:

<u>Certification</u>	<u>Level</u>	<u>Jan. 1/03</u>	<u>Jan. 1/04</u>	<u>Jan. 1/05</u>
Water Treatment	1	\$0.05	\$0.10	\$0.15
	2	\$0.10	\$0.15	\$0.20
	3	\$0.15	\$0.20	\$0.25
	4	\$0.20	\$0.25	\$0.30
Waste Water Treatment	1	\$0.05	\$0.10	\$0.15
	2	\$0.10	\$0.15	\$0.20
	3	\$0.15	\$0.20	\$0.25
	4	\$0.20	\$0.25	\$0.30
Waste Water Collection	1	\$0.05	\$0.10	\$0.15
	2	\$0.10	\$0.15	\$0.20
	3	\$0.15	\$0.20	\$0.25
	4	\$0.20	\$0.25	\$0.30
Water Distribution	1	\$0.05	\$0.10	\$0.15
	2	\$0.10	\$0.15	\$0.20
	3	\$0.15	\$0.20	\$0.25
	4	\$0.20	\$0.25	\$0.30

NOTE: For clarification, those positions requiring more than one type of certification (Water Treatment, Waste Water Treatment, etc.) will receive the premium amount above for each certification and level. (eg. Operator – Water Treatment requires Level 1 Certification in Water Treatment and Water Distribution and Level 2 Certification in Water Treatment. Therefore they would receive the base rate for the position plus the applicable premiums for all three certifications.)

8. The premiums set out herein will not be included in any calculation of overtime. (i.e. 1 1/2x will only be calculated on the base rate and not on the base rate plus the certification premiums.)
9. Employees working in this division who demonstrate the initiative to obtain certifications greater than that required for their positions in preparation for future promotional opportunities within the Section (WTP, WPCP, Sewer & Water Maintenance, Sewer & Water Construction) will, subject to management approval, receive credit for the certifications obtained based on premiums for the levels of certification as specified herein.
10. The parties agree that the new base rates for the above noted positions in the Environment Division will be as attached in Appendix "A" of this Memorandum.
11. The parties agree that over time and through attrition, the Maintenance Relief Operator position will disappear in favour of the implementation of the Industrial Millwright position. In order to provide opportunities for staff in the plants and subject to maintaining qualified Industrial Millwrights to run a program, where practical Apprentice Industrial Millwright positions will be created.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor

City Clerk

Appendix (A)

Water		Jan 1/03	Jan 1/04	Jan 1/05
		New	New	New
Employees	Base Rate	Base Rate	Base Rate	Base Rate
LH Electricians	22.28	22.28	22.95	23.64
Plant Electricians	21.55	21.55	22.20	22.86
Industrial Millwrights		21.55	22.20	22.86
MRO	19.53	19.53	20.12	20.72
	20.28	20.28	20.89	21.52
	21.03	21.03	21.66	22.31
Operators	18.82	18.82	19.38	19.97
	19.58	19.58	20.17	20.77
	20.33	20.33	20.94	21.57
Sewage (Waste)		Jan 1/03	Jan 1/04	Jan 1/05
	Current	New	New	New
Employees	Base Rate	Base Rate	Base Rate	Base Rate
LH Electricians	22.28	22.28	22.95	23.64
Plant Electricians	21.55	21.55	22.20	22.86
Industrial Millwrights		21.55	22.20	22.86
MRO	19.53	19.53	20.12	20.72
	20.28	20.28	20.89	21.52
	21.03	21.03	21.66	22.31
Operators	18.82	18.82	19.38	19.97
	19.58	19.58	20.17	20.77
	20.33	20.33	20.94	21.57
Environmental Insp	20.33	20.33	20.94	21.57
Lab Technician	20.33	20.33	20.94	21.57

Sewer & Water		Jan 1/03	Jan 1/04	Jan 1/05
Contract	Current	New	New	New
Employees	Base Rate	Base Rate	Base Rate	Base Rate
LH II Construction	20.10	21.94	22.60	23.28
EO I Construction	20.36	20.56	21.18	21.81
EO II Trucks	19.71	19.91	20.51	21.12
EO III Loader	19.51	19.71	20.30	20.91
Skilled S&W Wkr	17.49	17.69	18.22	18.77
	18.05	18.23	18.78	19.34
	18.77	18.97	19.54	20.13
Sewer & Water		Jan 1/03	Jan 1/04	Jan 1/05
Special/Meter	Current	New	New	New
Employees	Base Rate	Base Rate	Base Rate	Base Rate
Journey Plumber	20.10	21.55	22.20	22.87
Skilled Water Meter		18.22	18.77	19.33
		18.74	19.30	19.88
	19.51	19.51	20.10	20.70
Sewer & Water		Jan 1/03	Jan 1/04	Jan 1/05
Special/Meter	Current	New	New	New
Employees	Base Rate	Base Rate	Base Rate	Base Rate
LH II S&W Maint	20.10	21.94	22.60	23.28
Turnkey	19.24	20.54	21.16	21.79
Sewer Trouble Tech		20.54	21.16	21.79
Utility Locator Tech		20.54	21.16	21.79
Utility Plumber S&W	19.78	20.54	21.16	21.79
Water Distrib Tech	20.33	20.54	21.16	21.79
EO II Backhoe	19.71	19.91	20.51	21.12
Sewer Press Cleaner	19.71	19.91	20.51	21.12
Skilled S&W Maint Wkr	17.49	17.69	18.22	18.77
	18.05	18.23	18.78	19.34
	18.77	18.97	19.54	20.13

TERMS OF REFERENCE

REGARDING

MAINTENANCE OF PAY EQUITY

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY
(Hereinafter referred to as the "Corporation")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
(SCHEDULE "A" EMPLOYEES)
(Hereinafter referred to as the "Union")

1.0 Purpose

The parties have agreed to the formation of a Joint Job Evaluation Committee (hereinafter referred to as the "Joint Committee"), composed of equal numbers of Union and Corporation representatives, for the purpose of maintaining pay equity as required under the Pay Equity Act. The purpose of this agreement is to set down the terms of reference for this committee.

2.0 Joint Pay Equity Committee

- 2.1 The Joint Committee will consist of three (3) members from the Corporation and three (3) members from the Union. In addition, there will be two (2) trained alternates from each party.
- 2.2 Each party may have an outside advisor present at any meeting of the Joint Committee.
- 2.3 Joint Committee meetings will be Chaired by a member representing the Corporation. The Chair will be responsible for determining the agenda, times and location of the meeting they convene.
- 2.4 Decisions of the Joint Committee will be by consensus, and no decisions will be made unless a quorum is present. A quorum will consist of two (2) members from the Union and two (2) members from the Corporation.
- 2.5 Time spent at Joint Committee meetings or as required by the Joint Committee will be considered as time worked with pay. Work schedules of Union members may be rearranged, by mutual agreement, in order to avoid overtime costs.

3.0 Job Evaluation Manual and Rating Process

- 3.1 The parties agree that the job evaluation manual and rating process that was used in the initial pay equity process will be used by the Joint Committee. This includes all points, factors, weighting, bench marks, etc.
- 3.2 To collect job information necessary to evaluate job classes within the bargaining unit, the parties agree to use a Pay Equity Questionnaire agreed to by the Joint Committee. The Joint Committee may also decide to seek clarification or further job information such as by interviewing incumbents or supervisors.
- 3.3 In the event that a quorum of members is unable to achieve a consensus decision in order to agree upon any rating, the matter will be referred to the Pay Equity Commission for resolution.

- 3.4 Prior to issuing its final rating the Joint Committee will advise the incumbent and Division of the proposed rating. The incumbent and/or the Division will then have fourteen (14) calendar days to make a written submission to the Joint Committee if they feel that the rating is inappropriate.
- 3.5 The final ratings by the Joint Committee, whether by consensus or through the Pay Equity Commission, are subject to ratification by the Union and the Corporation.

Should either party fail to ratify then the matter may be referred to Arbitration as per Article 36.05 (a) of the collective agreement. Either party may call one (1) or more of its own Joint Committee members to give evidence and such evidence may include the rating of the Joint Committee.

4.0 Outstanding Ratings

The parties have agreed that the Joint Committee will re-rate all female jobs rated since the posting of the Pay Equity Plan in December 1990 and rate positions whose rates of pay hereinafter are properly revisable as per Article XXXVI, Clause 36.05 (a) of the collective agreement. The parties agree that the backlog in ratings will be completed as soon as possible.

The parties agree that the above has been complied with previously and that this part does not require that the parties complete a new pay equity plan by re-rating all the female dominated jobs in the collective agreement. It requires that pay equity continue to be maintained. In addition, the Pay Equity Memorandum of Settlement between the parties, dated January 13, 2005, continues to apply as it relates to the maintenance of pay equity.

July 25, 2000

LETTER OF UNDERSTANDING BETWEEN
THE CORPORATION OF THE CITY OF THUNDER BAY
(hereinafter referred to as the "Corporation")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as the "Union")

RE: CLUBHOUSE CLERK, RANGER, AND STARTER

1. The parties agree to recommend ratification of this Letter of Understanding to their respective principals as a resolve to Cupe Grievance 22B 1998 Golf Course Employees, and this Understanding is considered the remedy to the arbitration awards dated March 8, 2000, and April 6, 2000.
2. This Understanding is without prejudice and without precedent to any other matters between the Corporation and the Union.
3. The Union agrees to advise the Ontario Labour Relations Board of the withdrawal and abandonment of its appeal for Certification Board File # 1946-99.
4. In accordance with article 2.01 of the collective agreement, golf course staff who meet the definition of full-time employee as provided for by the Labour Relations Act of Ontario will fall under jurisdiction of the CUPE bargaining unit.
5. A seniority date will be established on the original date of hire. A service date will be established on the original date of hire, but not earlier than November 29, 1995. Seniority and service, however, will not have retroactive application with respect to any collective agreement provisions, provincial or federal statutes/legislation, and so on; seniority and service will take effect and can be utilized upon ratification of this Understanding. New full-time employees hired after the ratification of this Understanding will have seniority and service established in the normal manner.
6. The classifications will be Starter, Ranger and Clubhouse Clerk, pursuant to the job descriptions provided to the Union during the course of arbitration proceedings. The rates of pay in effect upon July 30, 2000.

Clubhouse Clerk	\$16.16 per hour
Ranger	\$15.25
Starter	\$14.80

7. Retroactivity on wages will be provided for current full-time golf course staff as follows, prorated based on months of full-time service (one month being equal to \$400). This will mean:

\$4,800 – for those currently employed full-time since the date of the grievance; or
\$4,000 – for those currently employed full-time since the 1999 golf course season; or
\$1,600 – for those currently employed full-time since the 2000 golf course season.

8. Effective upon ratification of this understanding, current full-time employees will be entitled to health, welfare and benefit plans in accordance with the collective agreement, subject to normal enrollment and eligibility requirements. Benefit waiting periods will be waived. New full-time employees hired after ratification of this Understanding will be entitled to benefits in the normal manner.

In the year 2000, effective upon ratification of this understanding, current full-time employees will be credited with (5) non vested sick leave credits; effective December 31, 2000, normal collective agreement provisions will apply with respect to the credits. New full-time employees hired after ratification of this Understanding will receive sick leave credits in the normal manner.

In the year 2000, effective upon ratification of this understanding, current full-time employees will be allocated vacation in accordance with their established service date, e.g. an employee will be entitled to (3) weeks vacation this year on the basis of (2) years of service from September 9, 1998. New full-time employees hired after ratification of this Understanding will receive vacation allotment in the normal manner. In all cases, vacation time cannot be taken during the golf season. Outside of the golf season, normal collective agreement provisions will apply with respect to vacations.

Effective upon ratification of this Understanding, full-time golf course employees will receive statutory holidays as per the collective agreement.

Effective upon ratification of this understanding, overtime will be paid to full-time golf course employees on the basis of 1-1/2X the regular rate for hours worked beyond (80) per bi-weekly pay period, and (2X) the regular rate for hours worked in the (12) hour period immediately preceding the next scheduled shift.

9. The normal working hours for full-time golf course employees shall be eighty hours every bi-weekly pay period between the hours of 5:30 a.m. and 11:00 p.m. The work schedules will be determined by the Corporation, and may vary from day to day and week to week in accordance with current practice. The parties agree to meet and discuss hours of work. Employees may work less than (80) hours per bi-weekly pay period during the spring and fall start-up and shut-down periods, it being understood that the hours of work reductions, where practical will be on the basis of seniority commencing with the most junior employee, provided work needed to be done can still be completed by the remaining employees. Also, in the event of inclement weather, the hours of work for positions of Starter and Ranger may be less than (80) hours per bi-weekly pay period, it again being understood, where practical, the hours of work reductions will be on the basis of seniority commencing with the most junior employee.
10. Full-time employee absences may be filled by part-time and/or student employees who will continue to be members of UFCW. Absences that are known to exceed (4) weeks will be posted and filled in accordance with the collective agreement, recognizing that during the posting process part-time and/or student employees may be utilized.
11. Dues deduction has commenced in the year 2000.
12. A) End of Golf Course Season

At the end of the golf course season, full-time employees will be issued a layoff notice and may be able to bump into other jobs as per the collective agreement. A full-time employee

who chooses not to bump will forfeit all recall/bumping rights until the start of the next golf season.

12. B) Beginning of Golf Course Season

At the beginning of the golf season, full-time employees will be recalled to full-time vacancies in order of seniority and provided they remain qualified to do the work.

12. C) Staffing Ratio

The current status quo will prevail with respect to the number of full-time employees to be employed at the Golf Courses in the year 2000 (exclusive of part 13 d). Thereafter, the Corporation will ensure that at least 50% of the total seasonally required scheduled hours for full-time, part-time and student positions are allocated to full-time positions, (exclusive of part-time/student hours worked to replace for full-time absences) covered by this Understanding.

13. This Understanding will apply as follows to current employees and employees no longer employed. Employees no longer employed will not be entitled to seniority and recall rights.

- a) Rick Sdao – resigned at end of 1999 golf course season. Entitled to \$3,200 retro amount. No longer employed.
- b) W. Smythe – employed as full-time in 1998. Transferred to part-time in 1999. Currently employed on a part-time basis. Entitled to exercise seniority/bumping rights effective upon ratification of this Understanding. Entitled to \$800 retro amount.
- c) P. St. Amand – employed full-time in 1998. Transferred to part-time in 1999. Currently employed on a part-time basis. Entitled to exercise seniority/bumping rights effective upon ratification of this Understanding. Entitled to \$800 retro amount.
- d) J. Gamble – worked full-time in 1998 and 1999. Entitled to \$3,200 retro amount.

J. Gamble will be offered the opportunity to:

- resign from his UFCW position
- commence full-time employment as of August 6, 2000; and
- receive the full-time rate of pay, plus 4% vacation pay.

Should Mr. Gamble accept the offer, he will not be entitled to seniority or service credits, and will not be entitled to benefits. He will be terminated at the end of this golf season, and in 2001 only will be offered full-time employment for the 2001 golf season, subject to the conditions as described above. Thereafter, he will not be eligible for full-time employment. These conditions are without prejudice to the bargaining unit's normal age 65 retirement age. If the offer is accepted, he will be entitled to another \$800 retro amount.

- e) Norm Allen – Supervisor – removed from grievance. To be dealt with outside of grievance process.

- f) Darryl Cambly - employed as full-time golf course employee for 1998, 1999, and 2000 golf season. Entitled to \$4800 retro amount. Upon ratification of this Understanding will be given seniority as described above. (Current full-time employee)
- g) Ray Gagnon – employed on a part-time basis in 1998 but resigned in Sept. 98. Therefore ineligible for retro and or bumping rights.
- h) Russ Johnston – employed on a part time basis 1998. He resigned August 30/98. Therefore ineligible for retro and or bumping rights.
- i) Kevin Kochan – employed full-time in 1998. He resigned at the end of the 1998 season. Therefore eligible for \$800 retro.
- j) Joe Woodgate - Employed on part-time basis in 1998. He resigned effective September 13/98. Therefore ineligible for retro and/or bumping rights.
- k) Mark O'Neill - Employed on part-time basis in 1998/99/2000 and still a student. Therefore ineligible for retro and or bumping rights.
- l) Amy Peterson – Employed on a part time basis in 1998/99/2000 and still a student. Therefore ineligible for retro and or bumping rights.
- m) Bill Urry – employed as full-time golf course employee for 1998, 1999, and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4800 retro amount. (Current full-time employee)
- n) Dave Warwick - employed on a part-time basis in 1998, then on full-time basis in 1999 and 2000. Therefore upon ratification of this understanding, will be given seniority as described above. Entitled to \$4000 retro. (Current full-time employee)
- o) Eila Hogan - employed as full-time golf course employee for 1998, 1999, and 2000 golf season. Effective upon ratification of this understanding, will be given seniority as described above. Entitled to \$4800 retro amount. (Current full-time employee)
- p) Kelly Cumming - employed as a full-time golf course employee in 1998 then accepted a temporary job with the Corporation in another division under CUPE jurisdiction. Eligible for \$800 retro amount. Effective upon ratification will be given seniority as described above to be utilized upon completion of current work assignment.
- q) Bev Francis - employed as a full-time golf course employee in 1998. Employed as a part-time golf course employee in 1999 golf season. No longer employed. Entitled to \$800.00 retro.
- r) Tony Glenna - employed as full-time golf course employee for 1998, 1999, and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4800 retro amount. (Current full-time employee)
- s) Ken Rabbe – employed full-time in 1998. No longer employed. Eligible for \$800 retro.
- t) Lawrence Skunta - employed as full-time golf course employee for 1998, 1999, and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4800 retro amount. (Current full-time employee)

- u) Don Morin - employed as full-time golf course employee for 1998, 1999, and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4800 retro amount. (Current full-time employee)
- v) Cory Smith - employed as full-time golf course employee for 1999 and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4000 retro amount. (Current full-time employee)
- w) Robert Cumming - employed as full-time golf course employee for 1999 and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4000 retro amount. (Current full-time employee)
- x) Karen Britton - employed as full-time golf course employee for 1999 and 2000 golf season. Effective upon ratification of this understanding will be given seniority as described above. Entitled to \$4000 retro amount. (Current full-time employee)

THE PARTIES AGREE TO RECOMMEND RATIFICATION OF THIS UNDERSTANDING TO THEIR RESPECTIVE PRINCIPALS.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF AGREEMENT
JOB DESCRIPTION REVIEW COMMITTEE

In order to avoid and/or resolve disputes regarding “agreed to” job descriptions the parties agree to the following process and timeliness. This process will begin immediately and run outside of current Collective Agreement negotiations.

1. The purpose of this exercise is to clarify and confirm the status of each position description and to ensure the accuracy of the list of positions within Schedule “A” and “B” of the Collective Agreement. This agreement does not alter or change the normal application of the Collective Agreement, and in particular with respect to Article XXXVI.
2. The parties will review the job titles listed in the Collective Agreement, with the objective of ensuring that job titles are current and that jobs are listed in the previously agreed salary group.
3. Positions currently under review will not be affected by this letter of agreement and will continue to be dealt with in accordance with the normal provisions of the Collective Agreement.
4. The Corporation will prepare a list of current job descriptions agreed to by the parties for all classifications in Schedules “A” and “B”, and the corresponding “previously agreed to” job descriptions. These documents will be forwarded to the Union office no later than April 20, 2001.
5. The Union will review these documents and advised the Corporation of all agreed descriptions and disputed descriptions no later than May 4, 2001. Two copies, one each, of all agree job descriptions will be dated and signed, as accurate, by a representative of each of the parties. The Union will outline, by the May 4, 2001 date, the specific concerns of all disputed descriptions and provide to the Corporation a copy of their “agreed to” description that illustrates the discrepancy.
6. The parties agree to the formation of a Joint Review Committee, consisting of four (4) members each, to attempt to resolve all disputed descriptions. Each party will advise the other of its Committee members, including Chair, no later than April 13, 2001.
7. The Review Committee will meet on May 10 and May 16, full days if necessary, to attempt to resolve all disputed positions. Two copies, one each, of all job descriptions resolved will be dated and signed, as accurate, by a representative of each of the parties.
8. All remaining disputes may be resolved in accordance with the terms of the Collective Agreement. This may include further meetings of the Joint Review Committee, if agreed.

9. The parties agree to continue this process and meet as required, but in any event, every six (6) months for the purpose of maintaining this verification process.

AGREED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor

City Clerk

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87
RE: BIDDING SENIORITY

The Corporation and the Union agree to include pre-scheduled work time or called in to work time for Relief, Seasonal and Temporary employees while on authorized union leave for bidding seniority.

The Union agrees that there shall not be any grievances (challenges from other employees) with respect to this issue. The process by which such time will be tracked will be as follows:

1. The Union will provide the Corporation with a list of those individuals who have accrued hours for bidding seniority as per the above on a monthly basis.
2. The Corporation will verify those hours being claimed and credit them for the purpose of bidding seniority on a monthly basis.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

JOINT STATEMENT
WORK PLACE HARASSMENT
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

The Employer and the Union agree that all staff have a right to be treated justly and to conduct their relations with each other with dignity and mutual respect. This includes interactions between workers and other workers, and, workers and supervisors. The work environment must be free from harassment. Neither the Employer or the Union condone behavior on the part of any employee that undermines work relationships or productivity.

Complaints of harassment can be handled by grievance or direct complaints to supervisors/management as per the Employer's policies. Employees are entitled to obtain Union representation with either approach. Complaints will be investigated quickly and discreetly. Proven harassment will be dealt with decisively, which may include disciplinary and/or other appropriate action.

This joint statement is being promoted by the Union and the Corporation as an affirmation of our commitment to provide a work environment free of harassment. The parties support the continuing education of employees and the promotion of awareness of work place harassment as a matter of policy and practice.

JOINTLY ISSUED THIS _____ DAY OF _____, 2010 BY:

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

MEMORANDUM OF SETTLEMENT

Between

THE CORPORATION OF THE CITY OF THUNDER BAY

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 87

RE: BENEFIT ENTITLEMENT FOR EMPLOYEES BUMPING INTO RELIEF, SEASONAL,
TEMPORARY OR PART-TIME POSITIONS

With respect to the issue of regular full-time employees who as a result of a lack of available work are displaced from their full-time position into a relief, seasonal, temporary, or part-time position the parties agree to the following:

(Example: A full-time Parkworker subject to lay-off elects to take the available work or bump into a seasonal Labourer position.)

1. Where a full-time employee works twelve (12) or more days in a calendar month, for the purpose of entitlements to benefits as defined in Article 25 – Sick Leave Plan and Workplace Safety and Insurance and Article 18 – Vacation With Pay they will retain their full-time status.

Note:

(Schedule “A” – 12 days equals 84 hours)

(Schedule “B” - 12 days equals 96 hours)

2. A displaced full-time employee will continue to receive and maintain their benefits unless and until they do not work at least twelve (12) days (Schedule “A” – 12 days equals 84 hours, Schedule “B” – 12 days equals 96 hours) in a calendar month for two (2) consecutive months. Benefits will be terminated at the beginning of the next month when the employee has failed to qualify as stated herein.
3. A displaced full-time employee may have his/her benefits reinstated provided that they are able to meet the qualifying period of working at least twelve (12) days (Schedule “A” – 12 days equals 84 hours, Schedule “B” – 12 days equals 96 hours) in a calendar month for two (2) consecutive months. Benefits will be reinstated at the beginning of the month following completion of the qualifying period.
4. Where a displaced full-time employee works less than twelve (12) days (Schedule “A” – 12 days equals 84 hours, Schedule “B” – 12 days equals 96 hours) in a calendar month for two (2) consecutive months the employee may be eligible to receive benefits currently provided for under the applicable Letter of Understanding for Relief, Seasonal, Temporary or Part-time Employees.

(Example: Letter of Understanding – Schedule “B” Relief Employees –Equipment Operator IV (Sanitation))

Relief Equipment Operator IV's (Sanitation) will not be entitled to the monetary fringe benefits in this agreement, unless specifically provided for and in accordance with this agreement and/or Letter. However, Relief Equipment Operator IV's (Sanitation) will be entitled to Statutory benefits, paid holidays, and overtime rates in accordance with this collective agreement. Relief Equipment Operator IV's (Sanitation) who regularly work the standard number of hours per week-(40) – for the requisite time periods will receive benefits as per conditions outlined in Article XXIV of this Agreement.)

5. Subject to the Collective Agreement a displaced full-time employee may be allowed to carry over vacation to the relief, seasonal, temporary or part-time position.
6. In the event the displaced full-time employee accepts the lay-off and does not participate in the bumping process, their benefits and entitlements under Article 25-Sick Leave Plan and Workplace Safety and Insurance and Article 18-Vacation With Pay will cease as per the Collective Agreement.
7. Displaced full-time employees as herein described will only be able to bump into and hold one(1) relief, seasonal, temporary or part-time position. (Example: An employee will not be allowed to hold two (2) relief positions.)

Further, and in consideration of the above, the Union agrees to withdraw the following grievances 15B-01, 12B-02, 4A-03, 5A-03 and 16B-03.

The parties agree that Russell Dubray will receive ten (10) days of non-vested sick leave credits retroactive to December 31, 2000. Twenty-six (26) hours will be deducted from those non-vested sick leave credits and Mr. Dubray will be paid out twenty-six (26) hours at the rate of \$17.82 per hour.

The parties agree that Robert Stark will receive 2.499 days of non-vested sick leave credits retroactive to December 31, 2001. Seven (7) hours will be deducted from those sick leave credits and Mr. Stark will be paid out seven (7) hours at the rate of \$17.84 per hour.

The parties agree that with respect to Chantal Santin and Craig Carson, although they had no lost time, any non-vested sick leave credits would be reimbursed.

Dated at Thunder Bay this ____ day of _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

WATER POLLUTION CONTROL PLANT - WORK SCHEDULE

(Changes to reflect additional staff and secondary treatment operation)

Position	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
Chief Operator		X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
Chief Operator/Maint		X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
Leadhand Electrician		X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
Electrician 1			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X
Electrician 2	X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	X	
Shift 1*		X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
Shift 2*		X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
Shift 3*		X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
Shift 4*		X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	
Shift 5*			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X
Shift 6*			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X
Shift 7*	X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	X	
Shift 8*	X	X	X	X	X			X	X	X	X	X			X	X	X	X	X			X	X	X	X	X	X	

Refer to Clause 15.18

Appendix A

X = Work day

*Note: Shifts may be filled by one of the following classifications- Operator, Industrial Millwright, Industrial Millwright Apprentice, and Maintenance & Relief Operator.

LETTER OF UNDERSTANDING

BETWEEN THE

CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

**RE: SCHEDULE "B" – ENVIRONMENTAL ENGINEERING TECHNICIAN WATER
TREATMENT PLANT- TEN (10) HOUR SHIFT ROTATION SCHEDULE**

A. General

1. The parties agree to continue an extended hours of work schedule for Environmental Engineering Technicians at the Water Treatment Plant. This letter is intended to cover the conditions applicable to those employees that are working a compressed work week on ten (10) hour shift rotations schedule.

B. Hours of Work

1. A normal bi-weekly work period shall consist of eighty (80) hours.
2. The regular hours of work for Environmental Engineering Technicians at the Water Treatment Plant working the ten (10) hour shift rotation schedule shall consist of ten (10) hour tours of duty plus a one-half (1/2) hour unpaid meal break, between the hours of 7:30 a.m. and 6:00 p.m. Environmental Engineering Technicians at the Water Treatment Plant shall work four (4) shifts per week from Sunday to Saturday with a minimum of two (2) days off between tours.
3. When it is necessary to establish or reschedule shifts, seven (7) days notice shall be given by the Corporation to the employees concerned.

C. Overtime

1. Authorized overtime will be paid at a rate of double time (2X) the employee's regular rate for time worked during the twelve (12) hour period immediately preceding their regular scheduled tour of duty, and at the rate of one and one half times (1.5X) the employee's regular rate for time worked following the completion of their tour of duty.
2. Any authorized overtime that occurs on an employee's first day off shall be paid at a rate of one and one half (1.5X) the employee's regular rate of pay for all hours worked. Any authorized overtime that occurs on an employee's second day off or subsequent days off thereafter shall be paid at a rate of two times (2X) the employee's regular rate of pay for all hours worked.

D. Vacation

1. For the purpose of vacation entitlement as per Article 18.01, one (1) day of vacation will equal eight (8) hours of vacation entitlement.

2. For the purposes of vacation usage, one working day of vacation will be equal to ten (10) hours pay.

The number of individuals granted vacation per classification at any one time shall be at the discretion of the Corporation based on operational requirements.

E. Statutory Holidays

For the purposes of this ten (10) hour shift agreement, Statutory Holidays will be treated as follows:

1. When the holiday falls on the employee's regularly scheduled day off, the employee will receive either an additional eight (8) hours pay, or accumulate eight (8) hours of paid time off in lieu of pay for the holiday, with the understanding that a subsequent paid day off will require ten (10) accumulated hours of lieu time.
2. When the holiday falls within the employee's regular work day, and the employee is required to work on the holiday, the employee will receive double time (2X) the employee's regular rate of pay for time worked plus an additional ten (10) hours pay or accumulate ten (10) hours paid time off in lieu of pay for the holiday. Lieu days may be allowed to accumulate and may be taken in blocks of five (5) days within a three (3) month period following the accumulation. Lieu time will be taken at a time agreeable between the employee and the supervisor.
3. When the holiday falls during the employee's regular work day, and the Corporation determines that the employee will not be required to work, the employee will receive either ten (10) hours pay or accumulate ten (10) hours paid time off in lieu of pay for the holiday.

F. Sick Leave

1. For the purpose of Article 25.02 b), one non-vested sick leave credit will be equal to eight (8) hours pay.
2. For the purposes of Articles 25.04, 25.05, 25.06, and 25.07, one vested sick leave credit will be equal to eight (8) hours pay.

G. Relief

1. For the purpose of relief for vacation, orientation and/or certification of new employees, the Corporation shall have the right with seven (7) days notice to assign an employee in any classification covered under the Water Treatment Plant Section to the (10) hour shift schedule on a temporary basis.

H. Choosing of Shift Rotation

1. Prior to commencement of this ten (10) hour shift agreement, choice of shift rotation will be based on seniority with the most senior employee getting first selection and so on. Subsequent to the establishment of the ten (10) hour shift rotation schedule, preference of shift rotation will only be revisited when a junior employee hired into a full-time Environmental Engineering Technician position is placed into the posted

vacant ten (10) hour shift rotation and a senior employee in the Environmental Engineering Technician classification requests a switch in shifts within seven (7) days of the junior employee's appointment.

2. The Corporation will not be responsible for remuneration of overtime as a result of the establishment and/or re-establishment as per B.3 or H.1 of the Water Treatment Plant ten (10) hour shift rotation schedule.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF THUNDER BAY (the "Corporation")

And

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87(the "Union")

Re: Collective Agreement Language Concerning District of Thunder Bay Social Services Administration Board (TBDSSAB)

The parties agree that following the ratification of a new collective agreement between the TBDSSAB and CUPE 87 the following amendments will be made to the collective agreement at the next following round of negotiations.

Delete Article 15.10

15.10 General Accounting Clerk Ontario Works
The regular hours of work for General Accounting Clerk(s) shall consist of seven (7) hour tours of duty between the hours of 8:00 a.m. and 4:00 p.m., Monday to Friday inclusive.

Delete the following classifications from Schedule "A" Classifications as the City of Thunder Bay is no longer the employer:

Group 11	Counselling Supervisor
Group 11	Information Services Specialist (DSSAB)
Group 11	Rehabilitation Supervisor
Group 11	Senior Worker
Group 10	Addictions Counsellor
Group 10	Caseworker
Group 10	Child Care Worker
Group 10	Community Gerontology Worker
Group 10	Community Placement Officer
Group 10	Community Placement Support Worker
Group 10	Family Services Worker
Group 10	Social Worker
Group 10	Community Residence
Group 10	Training Advisor
Group 10	Workshop Coach
Group 9	Adult Protective Service Worker
Group 9	Caseworker Assistant
Group 9	Child Care Resource Worker
Group 9	Employment Counsellor/Group Leader
Group 9	Employment Support Resource Worker

- Group 9 Residence Support Aid
- Group 9 Senior Accounts Clerk
- Group 9 Work Skills Instructor/Group Leader
- Group 8 General Accounting Clerk
- Group 8 Terminal Operator and Output Clerk (Social Services)
- Group 7 Accounts Clerk (DSSAB)
- Group 7 Adult Services Clerk
- Group 7 Intake Receptionist
- Group 6 Residence Worker
- Group 6 Senior File Clerk (Social Services)
- Group 6 Support Worker
- Group 5 Central Housing Registry Clerk
- Group 5 Communications Clerk
- Group 4 Customer Service Clerk
- Group 4 Day Care Residence Worker
- Group 4 Eligibility Review Clerk
- Group 4 File Clerk (DSSAB)
- Group 4 Senior Residence Worker
- Group 3 Distribution Clerk
- Group 2 Community Residence Support Worker

Signed at Thunder Bay, Ontario, this _____ day of _____, 2010

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____

LETTER OF UNDERSTANDING
BETWEEN THE
CORPORATION OF THE CITY OF THUNDER BAY
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 87

RE: EXCESS HOURS OF WORK

In order to address the requirements of the Employment Standards Act the parties agree that:

- Hours of work for all employees in CUPE Local 87 will not exceed eighty-four (84) hours of work per week;
- A work week is defined as Sunday to Saturday;
- 'Hours of work' will include but are not limited to hours worked during the work week as a result of the following-regularly scheduled shifts, extra straight or over time shifts, exchanged shifts, call-back and training etc.;
- In the case where an employee is unable to complete their regularly scheduled weekly hours (i.e. 40 hours per week or 35 hours per week) because they have reached eighty-four (84) hours of work during the work week, the regular shift missed will be specially coded in payroll as an unpaid day which includes the deduction for the employee and employer contribution shares of Omers; and
- This agreement will be in force until December 31, 2010.

The provisions within the Collective Agreement will be superior to the Letter of Understanding.

SIGNED THIS _____ DAY OF _____, 2010.

FOR THE CORPORATION

FOR THE UNION

Mayor _____

City Clerk _____
