

2017 – 2019 COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION  
OF THE CITY OF BRAMPTON



AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #831 (PROFESSIONAL AND TECHNICAL UNIT)



APRIL 1, 2017 – MARCH 31, 2019

12956 (06)

**INDEX****2017 – 2019 COLLECTIVE AGREEMENT****C.U.P.E. LOCAL #831 (PROFESSIONAL AND TECHNICAL UNIT)**

<b><u>SUBJECT</u></b>	<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
Arbitration	9	10
Bereavement Leave	14.02	21
Clothing	28	39
Definitions	3	2
Discipline and Records	12	16
Duration	26	38
General Purpose	1	1
Grievance Procedure	8	7
Hours of Work	13	17
Illness & Disability Plan	20.01	32
Inclement Weather	27	38
Information to the Union	25	37
Injury Allowance	22	36
Insurance	19	30
Job Postings	11	15
Joint Job Evaluation Programme	16	25

**INDEX - C.U.P.E. LOCAL #831 (PROFESSIONAL AND TECHNICAL UNIT)**

<b><u>SUBJECT</u></b>	<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
Jury & Witness Duty Leave	14.03	21
Labour – Management Committee	7.12	6
Leaves of Absence	14	20
Letters of Understanding and Intent		77
Long Term Disability Plan	20.01 b)	35
Management Rights	4	3
Meal Allowance	13.08	19
Paid Holidays	17	25
Parking	24	37
Pension Plan	21	36
Personal Leave	14.01	20
Phone-In	13.03	18
Pregnancy, Parental & Adoption Leaves of Absence	14.06	22
Protective Clothing	23	36
Public Affairs Leave	14.05	22
Rates of Pay	15	23
Recognition	2	2

**INDEX - C.U.P.E. LOCAL #831 (PROFESSIONAL AND TECHNICAL UNIT)**

<b><u>SUBJECT</u></b>	<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
Rest Periods	13.04	18
Schedule A – Clothing and Uniforms		54
Schedule 1A For 2017 to 2019 – Rates of Pay		42
Schedule 1B For 2017 to 2019 – Rates of Pay		52
Schedule 1C For 2017 to 2019 – Rates of Pay		53
Schedule 2 – Joint Job Evaluation Programme		58
Schedule 2 a) – Memorandum of Implementation of a Joint Job Evaluation Programme		60
Schedule 2 b) – Manual of Procedures		64
Seniority	10	12
Shift Change	13.06	18
Shift Premium	13.05	18
Short Term Disability Plan	20.01 a)	32
Strikes and Lockouts	5	3
Temporary Upgrade	13.07	19
Union or Safety Leave	14.04	22
Union Representation	7	4
Union Security / Check Off	6	4
Vacation	18	26

**Expiry Date: March 31, 2019**

**THIS AGREEMENT** made this 13th day of September, 2017

**Between:**

**THE CORPORATION OF THE CITY OF BRAMPTON**  
Hereinafter referred to as “the Corporation”

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 831 (Professional and Technical Unit)**  
Hereinafter referred to as “the Union”

**ARTICLE 1 – GENERAL PURPOSE**

- 1.01 The Corporation and the Union recognize that a Human Rights Policy is in place. The parties agree to comply with the terms and conditions of the Ontario Human Rights Code.
- 1.02 The parties agree that there shall be no harassment, discrimination, interference, restraint or coercion against any employee for reasons of age, sex, race, colour, religious affiliation, sexual orientation, national origin, ancestry, ethnic origin, citizenship, creed, marital status, family status, disability, handicap or membership in or connection with the Union and that membership in the Union will not be discouraged.
- 1.03 The Union agrees that there will be no intimidation, interference, restraint, or coercion exercised or practiced upon employees of the Corporation, or by any of its members or representatives, and that there will be no solicitation for membership or other Union activity at the place which an employee works during their working hours, except as is provided for under this agreement.
- 1.04 It is the desire of both parties to this Agreement to maintain the existing harmonious relations and conditions of employment between the Corporation and the Union, to promote co-operation and understanding between the Corporation and its staff, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, and to promote the morale, well-being and security of all employees within the bargaining unit.

Therefore, it is now thought desirable that methods of bargaining and all matters pertaining to the working condition of the employees be drawn up in this Agreement.

Now therefore, this Agreement witnesseth that the parties hereto, in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

## ARTICLE 2 – RECOGNITION

- 2.01 a) The Corporation recognizes the Union as the exclusive collective bargaining agent of the professional and technical employees of the Corporation, as referred to in the wage classifications contained in Schedule “1A”, save and except persons regularly employed for not more than twenty-four (24) hours per week, temporary employees, students on a co-operative training program from any educational institute, students employed during the school vacation periods (April 15<sup>th</sup> through to September 15<sup>th</sup>) and the winter and spring school breaks.
- b) This language is not intended to expand or contract the bargaining rights of the Union and does not preclude the addition of classifications to Schedule 1A.

## ARTICLE 3 – DEFINITIONS

- 3.01 The term “employee”, as used in this agreement, shall refer only to those employees covered by Article 2 - Recognition and Schedule "1A".
- 3.02 a) The term “temporary employee” shall be defined as an employee hired:
- i) to replace a regular employee who is on vacation, an approved leave of absence, a compensable or non-compensable sickness, accident, is temporarily transferred to another position with the Corporation for a period of up to two (2) years; or
  - ii) for a definite term or task to perform any extra work required by the Corporation, provided said term or task does not exceed six (6) months or longer with the agreement of the Union.
- Such requests for extensions will not be unreasonably withheld.
- b) The Union may approve Longer Term Temporary employees, for specific terms or tasks, on a case-by-case basis. Such approval will not be unreasonably withheld.
- 3.03 An employee hired as a temporary employee shall be advised at the time of their hiring of their temporary status and the estimated duration of their employment. The Corporation shall advise the Union of the hiring of temporary employees, the estimated duration of such employment and the actual termination date. Where an employee is hired for a definite term or task, the Union shall be advised of the tasks to be performed. The Corporation will make a monthly list accessible to the Union President indicating the number of temporary employees.
- 3.04 Temporary employees shall be paid the hiring rate for the applicable classification as per Salary Schedule "1A" for their term of employment with the Corporation.

**ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS**

- 4.01 The Union recognizes and acknowledges that the management of the operations and the direction of the working forces are fixed exclusively in the Corporation and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Corporation to:
- a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce, from time to time, reasonable rules and regulations, policies and practices to be observed by its employees; discipline or discharge employees for just cause provided that a claim by an employee who has acquired seniority that he has been unjustly disciplined or discharged may be the subject matter of a grievance and dealt with as hereinafter provided;
  - b) select, hire, direct, transfer, assign to shifts, promote, demote, classify, lay off, recall or retire employees in accordance with the terms of the Collective Agreement.
- 4.02 The Corporation may discharge a probationary employee at any time. The discharge of a probationary employee shall not be the subject matter of a grievance or arbitration pursuant to this Agreement.
- 4.03 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth, the Corporation, therefore, retaining all rights not otherwise specifically and expressly covered in this Agreement.
- 4.04 The Corporation agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement.

**ARTICLE 5 - STRIKES AND LOCKOUTS**

- 5.01 The Corporation agrees that it will not cause or direct any lock out of its employees during the term of this Agreement.
- 5.02 The Union agrees that there will be no strike, picketing, slowdown or stoppage of work, either complete or partial, that will interfere with service during the term of this Agreement.
- 5.03 Employees will not be required to cross a legal picket line while in the course of their duties if there is a danger to the health and safety of the employee or potential damage to corporate property.

**ARTICLE 6 - UNION SECURITY / CHECK OFF**

- 6.01 The Corporation shall deduct from **each pay** from the wages of employees in the bargaining unit as designated in Article 2 - Recognition, dues in accordance with the Constitution and By-Laws of the Canadian Union of Public Employees. The Union shall advise the Corporation, in writing, of the amount of said dues.
- 6.02 Following adequate notice, in writing by the Union, the Corporation agrees to deduct assessments levied by the Union from its members, from the same pay as dues are deducted.
- 6.03 All sums deducted, together with a record of those from whom deductions have been made, and the amount shall be forwarded to the Treasurer of Local Union #831, not later than ten (10) days following such deduction.
- 6.04 The Union shall indemnify and save the Corporation harmless with respect to all amounts deducted and remitted under this Article.

**ARTICLE 7 - UNION REPRESENTATION**

- 7.01 The Corporation acknowledges the right of the Union to appoint or otherwise select seven (7) Stewards, one (1) Chief Shop Steward, and one (1) Vice President. There may only be one (1) Steward from a department or section. To be eligible to be a Steward, an employee must have at least completed their probationary period. The number of Stewards may be altered by agreement between the parties.
- 7.02 It shall be the Steward's duty to represent eligible employees in presenting grievances under Article 8 - Grievance Procedure.
- 7.03 The Union acknowledges that the Steward has regular duties to perform on behalf of the Corporation, therefore, except as otherwise provided in this Agreement, the Steward shall conduct their activities, if at all possible, outside regular working hours. In a situation that requires a Steward's attention during working hours, he shall not leave their regular duties without first obtaining permission to do so from the appropriate immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not, therefore, be unreasonably withheld. Stewards shall return to their regular duties as expeditiously as possible. The Corporation reserves the right to limit such time if the time requested is unreasonable.
- 7.04 The Corporation acknowledges the right of the Union to appoint or otherwise select up to four (4) employees, plus the President of Local #831, to form the Negotiating Committee. It shall be the Negotiating Committee's function to meet with the Corporation to negotiate the renewal of this Agreement.



**ARTICLE 7 - UNION REPRESENTATION (continued)**

- 7.05 The Union shall notify the Corporation, in writing, of the names of the Stewards, Chief Steward, Vice President and Negotiating Committee members. The Corporation shall not be required to recognize any of the above until such notification from the Union has been received.
- 7.06 a) Union Representatives shall receive their regular, straight time rate of pay for all hours spent during their normally scheduled hours of work in representing eligible employees in presenting grievances under Steps 1-3 in Article 8 - Grievance Procedure. Union Representatives shall not receive pay for any other Union activities subject to 7.06(b).
- b) The Negotiating Committee shall receive their regular straight time rate of pay for all hours spent during their normally scheduled hours of work meeting with representatives of the Corporation to negotiate a renewal of this Agreement up to and including mediation.
- 7.07 The Union Representatives shall have the right at any time to have the assistance of a National Representative of the Union and/or Business Agent/Consultant in all matters covered by this Agreement. The assistance will not unreasonably delay union/management business.
- 7.08 The Union and the Corporation share a mutual interest in having a safe and healthy workplace. The parties agree to recognize a joint health and safety committee comprised of equal representation from both Union and Management.
- 7.09 The Union agrees that there shall be no solicitation of members or other Union activities on the premises of the Corporation or during working hours except as permitted by this Agreement. It is further understood that no meeting by the Union or its members will be held on the premises of the Corporation at any time without the prior approval of the Corporation.
- 7.10 Supervisory and management personnel shall not work on jobs normally performed by bargaining unit personnel to such an extent that it will cause the lay-off of persons within the bargaining unit.
- 7.11 Union Bulletin Boards  
The Corporation will provide bulletin boards for exclusive use of CUPE Local #831 in each of the following work areas:
- City Hall **and West Tower** – 1 on each floor
  - Williams Parkway Service Complex - 2
  - Sandalwood Parkway Service Complex

**ARTICLE 7 - UNION REPRESENTATION (continued)**

## 7.11 cont'd

- Orenda Road Service Centre
- Glidden Rd.
- Operating Facilities
- Satellite Yards
- Animal Services
- Enforcement and By-Law Services
- Civic Centre
- Theatres
- **Flower City Community Campus**
- **Provincial Offences Administrative Building**
- And any new facilities or yards

7.12 The Corporation and the Union will each appoint, from separate departments, up to two (2) persons, each to act as members of a labour-management discussion committee. Each party shall designate one of its appointees to act as a co-chairperson who, as such, will be the contact person for their nominee. Each party will advise the Corporation's Human Resources Division of the names of its appointees and co-chairpersons, which shall be communicated to all employees and senior management.

Except in an emergency situation, the Committee will not meet more often than once every three (3) months. The co-chairpersons shall exchange agendas at least one week before regular meetings.

While it is understood that the Committee will determine its own procedures, it is agreed and understood that agenda items or any other matters will not include matters which could be processed as an employee or policy grievance under the provisions of the Collective Agreement. Nor will the committee have any authority to attempt to amend the Collective Agreement in any manner.

7.13 Orientation

A member of the Union executive will be provided a time period up to one (1) hour by the Human Resources staff during the Corporation's Phase I orientation process for the purpose of presenting a Union Orientation program to bargaining unit employees.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 A grievance shall be defined as a complaint regarding the interpretation, application, administration or alleged violation of the terms of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that he has been discharged without just cause.
- 8.02 It is understood that an employee has no grievance until he has first given their immediate supervisor or their designate an opportunity to adjust their complaint. In order to be considered a grievance, such discussion must take place within ten (10) working days after the circumstances giving rise to the complaint first occurred or originated. The immediate supervisor or their designate shall communicate their reply to the complaint within four (4) working days.

If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a written grievance in the following manner and sequence:

**Step 1**

The employee shall, with the assistance of a Steward if he desires, submit a signed, dated, written statement of such grievance (on a form supplied by the Union), to their Manager or designate within five (5) working days after he has received the reply of the immediate supervisor or designate. The nature of the grievance, the article(s) of the Agreement that has been allegedly misapplied or misinterpreted, and the relief or remedy sought shall be clearly set out in the grievance. The Manager or designate shall deliver their decision, in writing, within five (5) working days following the day on which the grievance was presented to him.

**Step 2**

Failing settlement in Step 1, within four (4) working days following receipt of the reply in Step 1, the employee, with the assistance of a Steward and the Chief Shop Steward or their designate may present the grievance to the employee's Division Head. The Division Head will discuss the grievance with the employee and the Steward. The Division Head or their designate shall give their decision, in writing, to the Steward within five (5) working days from the date of the meeting.

**ARTICLE 8 - GRIEVANCE PROCEDURE (continued)**

## 8.02 cont'd

Step 3

Failing settlement in Step 2, the Chairperson of the Union's Grievance committee may, within four (4) working days following receipt of the reply in Step 2, arrange for a meeting to review the matter in dispute. The meeting shall be attended by the **Chief Administrative Officer** or their designate, and other management representatives when deemed appropriate by the Corporation, the Grievor, a Chief Shop Steward, the Union President or their designate and the Chairperson of the Union's Grievance Committee. In the event of a dispute of facts the Union will have the right to bring in the steward that filed the grievance. Such meeting will be held within five (5) working days of the request by the Chairperson of the Grievance Committee. It is understood that a National Representative of the Union may be present at this meeting should their presence be requested by either party. The **Chief Administrative Officer** or their designate shall issue their written reply to the grievor and the Chairperson of the Union's Grievance committee within five (5) working days of the meeting.

- 8.03 It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances; therefore, it is agreed that there shall be no suspension or interruption of normal operations as a result of any grievance.

It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and pending the investigation and determination of the validity of such claim shall continue to perform the duties assigned to him by management (unless he has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee.

8.04 Policy Grievance

- a) The Union may file a "Policy Grievance" at Step 3 of the grievance procedure. A "Policy Grievance" may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance commencing at Step 1. Such policy grievance shall be filed, in writing, within ten (10) working days of the initial incident giving rise to the complaint. The grievance must be signed by the President and Vice President of the Local Union or their designates.

**ARTICLE 8 - GRIEVANCE PROCEDURE (continued)**

## 8.04 cont'd

- b) The Corporation shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 3 of the grievance procedure. The grievance shall be filed, in writing, with the Union by the **Chief Administrative Officer** or their designate within ten (10) working days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Corporation and the Union within seven (7) working days of filing of the grievance. The grievance shall be answered, in writing, by the Union within ten (10) working days from the date of such meeting.

- 8.05 a) An employee, who has completed their probationary period claiming that he has been suspended from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 2 of the Grievance Procedure provided such grievance is lodged with the Division Head or their designate within four (4) working days of the suspension.

- b) An employee, who has completed their probationary period claiming that he has been discharged from employment without just cause shall file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 3 of the Grievance Procedure provided such grievance is lodged with the **Chief Administrative Officer** or their designate within four (4) working days of the discharge.

- 8.06 The parties expressly agree that this Article does not apply in the case of the discharge for any reason whatsoever of a probationary employee as defined in Article 10 - Seniority, paragraph 10.03.

- 8.07 a) Saturdays, Sundays and holidays will not be counted in calculating time limits under this article.

- b) Any complaint or grievance which is not commenced or processed through the next stage of the Grievance Procedure within the time specified, shall be deemed to have been settled. However, time limits specified in the Grievance Procedure may be extended by mutual agreement, in writing, between the Corporation and the Union. If no written answer has been given to the grievance within the time limits specified, the employee shall be entitled to submit the grievance to the next stage including arbitration.

**ARTICLE 8 - GRIEVANCE PROCEDURE (continued)**

- 8.08 Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Corporation and the Union.
- 8.09 Decisions arrived at between the Corporation and the Union on the disposition of any specific employee, Union or Corporation grievance shall be final and binding upon the Corporation, the Union and the employee or employees concerned.
- 8.10 If final settlement of the grievance is not reached at Step 3 or 8.04 then the grievance may be referred, in writing by either party, to arbitration as provided in Article 9 - Arbitration, at any time within ten (10) working days after the final decision is given in Step 3 or 8.04. If no such written request for arbitration is received within the time limits then the grievance shall be deemed to have been settled.
- 8.11 A grievance arising out of a job posting for a position in another department shall be submitted to the Human Resources Division to be directed to the appropriate supervisor for disposition at Step 1.
- 8.12 With mutual agreement the Corporation and the Union may utilize the services of a Grievance Mediator, satisfactory to the parties, to resolve outstanding grievances. The cost of the mediator's services will be shared on a fifty percent (50%) basis.

**ARTICLE 9 – ARBITRATION**

- 9.01 Both parties to this Agreement agree that a properly constituted grievance, as defined in Article 8 - Grievance Procedure, paragraphs 8.01 and 8.04, which has been properly carried through all the requisite steps of the grievance procedure outlined in Article 8, and which has not been settled, may be referred to a Board of Arbitration at the written request of either of the parties hereto.
- 9.02 The Board of Arbitration shall be composed of one (1) person appointed by the Corporation, one (1) person appointed by the Union and the third (3rd) person to act as Chairperson chosen by the other two members of the board.
- 9.03 Either party may notify the other party in writing of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to a Board of Arbitration.

The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its appointee to the Board of Arbitration. The two appointees shall, within a reasonable time period of the appointment of the second appointee, appoint a third person who shall be Chairperson.

**ARTICLE 9 – ARBITRATION (continued)**

- 9.04 Should the appointees fail to agree on a Chairperson, the Ministry of Labour of the Province of Ontario shall be asked to nominate a person to act as Chairperson in accordance with the provisions of the Ontario Labour Relations Act.
- 9.05 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 9.06 The decision of the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. In the absence of a unanimous decision, the majority decision shall be accepted as the decision of the Board. In the event there is no majority decision, the decision of the Chairperson will be final.
- 9.07 The Board of Arbitration shall not have jurisdiction to amend, alter, modify or add to any of the provisions of this Agreement, nor to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 9.08 The Board of Arbitration shall have no jurisdiction to hear a discharge grievance put forth by or on behalf of a probationary employee.
- 9.09 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fee and expenses of the Chairperson of the Board of Arbitration.
- 9.10 Time limits fixed in this Article may be extended by mutual agreement in writing between the Corporation and the Union.
- 9.11 Where both parties agree a single Arbitrator with the same limitations and powers as a Board of Arbitrators may be substituted for a Board of Arbitration. In such case, the parties shall endeavour to agree on the selection of an Arbitrator. In the event the parties are unable to agree, a Board of Arbitration shall be constituted in accordance with paragraphs 9.02, 9.03 and 9.04.

**ARTICLE 10 – SENIORITY**

- 10.01 Seniority for each regular employee is based upon the length of continuous, full-time employment with the Corporation since the last date of hire.
- 10.02 a) The Corporation agrees to supply the Union with a seniority list twice yearly. The list will show the employees' current classification, department and seniority date. Such lists will be sent to the Union Stewards as well as the executive and posted on all job posting bulletin boards by January 15 and July 15 of each year.
- b) For the purpose of the preparation of the initial seniority list, the last date of hire of each employee shall be used in the seniority calculation.
- c) Employees who are a member of Local 831 Office/Outside Unit that are successful to a Professional & Technical unit job shall be permitted to integrate their seniority date into the Professional & Technical unit seniority list.
- 10.03 a) An employee shall be considered a probationary employee until he has worked for the Corporation for a period of six (6) calendar months from their last date of hire, or longer if mutually agreed upon by the parties and during this period he shall have no seniority rights. It is expressly understood by both parties that during the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at any time at the sole discretion of the Corporation. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.
- b) On successful completion of the probationary period, an employee shall be placed on regular staff, their name shall be placed on the seniority list and their seniority shall date back to their last date of hire. Employees acquiring seniority on the same date shall be added to the seniority list in order of the date and time of receipt of their employment application. In the event that the date and time are identical seniority shall be based on alpha order according to the last name.



**ARTICLE 10 – SENIORITY (continued)**

10.04 An employee's seniority shall be forfeited and their employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

- a) He voluntarily resigns or quits. An employee shall be deemed to have resigned when:
  - i) he gives written notice of their desire to leave the Corporation's employment;
  - ii) he is absent for more than two (2) days without having applied for and obtained leave of absence for a definite period from the Corporation, or in case of provable accident or sickness, unless the Corporation is properly notified of such condition by the employee or their agent within the third day of such absence unless in either of the aforementioned situations, an explanation is given that is satisfactory to the Corporation;
  - iii) he fails to report for work at the expiration of a leave of absence or fails to provide an explanation satisfactory to the Corporation, or he uses a leave of absence for a purpose other than that for which it was granted; or
- b) he retires or is retired; or
- c) he is discharged for just cause and not reinstated through the grievance procedure; or
- d) he is laid off for a period of twelve (12) months; or
- e) he fails to respond to a recall to work in accordance with paragraph 10.07(b).

10.05 No employee shall be transferred out of the bargaining unit without their consent. In the event an employee is permanently transferred to a supervisory position outside the bargaining unit and is then transferred, at the Corporation's sole discretion, back to the bargaining unit, the employee shall:

- i) retain seniority previously acquired and shall have added thereto the time spent while serving outside the bargaining unit provided that the employee is transferred back to the bargaining unit within twenty four (24) months of the transfer to the position outside the bargaining unit.
- ii) In the event the employee has held a position outside the bargaining unit for a period greater than twenty-four (24) months, he shall only retain seniority previously acquired within the bargaining unit.

**ARTICLE 10 – SENIORITY (continued)**

10.06 In determining which employees are to be laid off and recalled from lay off, the Corporation shall consider:

- i) skill, ability, qualifications, efficiency and experience.
- ii) seniority (on a bargaining unit wide basis)

Where the factors in (i) are relatively equal, factor (ii) shall govern.

10.07 a) New employees shall not be hired until those laid off have been given an opportunity of recall, provided they have the skill, ability and qualifications to perform the work available.

b) When recalling an employee after lay-off, the Corporation shall notify the employee by telephone, if possible, and in any event send a registered letter or telegram to the last address of the employee known to the Corporation. The employee shall be allowed ten (10) working days to report for work, however, he must advise the Corporation, within two (2) working days of the receipt of notification of return to work, of their intention to return to work if he wishes the Corporation to hold the job open for him for the full ten (10) working day period. If the employee is recalled and advises the Corporation that he is not immediately available for work, other qualified employees may be recalled but shall be temporarily employed until the employee reports within the ten (10) working day period.

c) It shall be the employee's responsibility to keep the Corporation notified of their address or telephone number so that he can be reached at all times.

10.08 The Union shall be advised of all promotions, demotions, lay-offs and discharges in writing.

## ARTICLE 11 - JOB POSTINGS

- 11.01 a) The term "vacancy", as used in this Agreement, shall be defined as an opening in one of the job classifications as set out in Schedule "1A" or a new position appropriate for this collective agreement.
- b) When a vacancy, or Longer Term Temporary Assignment / Secondment which comes within the scope of this agreement, occurs, and is one which the Corporation wishes to fill, notice of such vacancy shall be posted internally for a period of five (5) working days and qualified bargaining unit employees and employees from the CUPE Outside & Office bargaining unit shall have the opportunity to apply for any such vacancies. The notice shall include the nature of the position, the knowledge and education required for the position, the qualifications, ability and skills required, as per the job description, as well as the salary rate. In order to be eligible for the posted vacancy, an employee from the bargaining unit or from the CUPE Outside & Office bargaining unit must apply within the five (5) working day period.
- c) Temporary vacancies shall not be posted.
- d) If the position is not to be posted within thirty (30) working days, the Corporation shall advise the Union of their intention, (i.e. redundancy, etc).
- 11.02 Employees from the bargaining unit will be considered before employees from the CUPE Outside & Office bargaining unit. Only if there are no qualified applicants from the bargaining unit will employees from the CUPE Outside & Office bargaining unit be considered.
- 11.03 In selecting a candidate to fill such posted vacancies the Corporation shall consider:
- i) skills, ability, qualifications, efficiency and experience;
  - ii) seniority (on a bargaining unit wide basis)
- Where the factors in (i) are considered to be relatively equal, then factor (ii) shall be the determining factor.
- 11.04 The Corporation may fill any vacancy on a temporary basis pending the selection of a candidate to fill the position.
- 11.05 The Corporation may establish and administer tests for the purpose of assisting the Corporation in determining an employee's qualifications. Tests shall not be used in an arbitrary manner and may be subject to the grievance procedure.
- 11.06 Upon request, an employee shall receive feedback in the event that they are unsuccessful for a posted job.

**ARTICLE 12 - DISCIPLINE AND RECORDS**

- 12.01 A copy of any written disciplinary action which is placed in the employee's file of reference will be given to the employee and the Union.
- 12.02 An employee who has completed their probationary period and is required to attend a meeting with their supervisor or other management person for the purpose of receiving a
- warning
  - reprimand
  - or a disciplinary action of any nature, including suspension or discharge shall be advised of the purpose of the meeting. The employee shall have the right to the presence of a Union representative at this meeting.
- 12.03 Employees shall be disciplined in private.
- 12.04 A copy of any written disciplinary action which is placed in the employee's file of reference will be given to the employee and the Union. Copies of any written disciplinary action which have been placed in an employee's file of reference shall be removed from the file when the employee has completed two (2) years with a clear disciplinary record.
- 12.05 It shall be the right of each employee to review the contents of their employee file of reference, which is housed in Human Resources on request, in the presence of an appropriate official of the Corporation. This file will contain all matters pertaining to the employee's employment and is the official employee file of reference. The employee may choose to have a Union representative present during the review. Expired documents will be destroyed in the presence of the employee by the appropriate official of the Corporation at the time of review.
- 12.06 Copies of any coaching letters which have been placed in an employee's file of reference shall be removed from the file when the employee has completed eighteen (18) months with a clear coaching record, from the date of the last occurrence.
- 12.07 Disciplinary action must be applied within sixty (60) business days after management first addresses the events that give rise to the discipline with the employee. The union and management may agree to extend this time line in circumstances where an investigation cannot be completed within sixty (60) days. Agreement of the union will not be unreasonably withheld.

## ARTICLE 13 - HOURS OF WORK

- 13.01 a) The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, nor of days of work per week, nor of overtime.
- b) The normal work day shall consist of seven (7) hours exclusive of a meal break, except for the Fleet Technician (PWT186), Operations Technician (PWT026, PWT050), Senior Operations Technician (PWT224, PWT200), Development/Construction Inspector (PWT126), Capital Works Inspector (PWT125), Construction Inspector – Chief (PPB341), Inspector, Operations Maintenance (PWT368) and Lot Grading Technician (PPB464), classifications, which shall have an eight (8) hour work day. It is understood that flexible working hours may be authorized by the Corporation such that staff can better meet the needs of the Corporation and use their own time more effectively.
- c) The normal work week shall consist of thirty-five (35) hours, Monday through Friday, except for the Fleet Technician (PWT186), Operations Technician (PWT026, PWT050), Senior Operations Technician (PWT224, PWT200), Development/Construction Inspector (PWT126), Capital Works Inspector (PWT125) and Construction Inspector – Chief (PPB341), Inspector, Operations Maintenance (PWT368) and Lot Grading Technician (PPB464), classifications, which shall have a forty (40) hour, Monday through Friday work week.
- 13.02 a) Employees required by the Corporation to work in excess of the hours specified in Clause 13.01 or on a Sunday, shall be compensated for such overtime work at the rate of one and one half (1 & 1/2) times regular rates for all authorized excess hours worked or for all time worked on a Sunday, and at the rate of two (2) times regular rates for all hours worked on the seventh consecutive day in a work week.

Employees may choose to take time off in lieu of overtime pay.

### Lieu Time

- b) i) If time off is granted, it may be taken at non-peak or slower work periods as determined by the Division Director or designate. Such time shall be calculated at appropriate overtime premiums.
- ii) When an employee requests lieu time rather than overtime payment, it must be done no later than the end of the authorized overtime period. The employee may request to split overtime hours between lieu time off and paid overtime.

**ARTICLE 13 - HOURS OF WORK (continued)**

## 13.02 b) cont'd

- iii) Lieu time off work shall be paid for at the employee's regular rate of pay in effect at the time it is taken regardless of whether the employee was earning a higher or lower rate of pay when the overtime was actually worked.
  - iv) Lieu time is to be used in the lieu year (December 1 to November 30) it is accumulated. Lieu time carryover is limited to 7 days, additional carryover will only be granted under extenuating circumstances as approved by the Division Head or designate. Lieu time not used or carried over shall be paid out at the end of the lieu year.
- c) An employee recalled to perform overtime work after he has left work for the day will be paid a minimum of three (3) hours at time and one-half (1 1/2).

13.03 Phone-In

When unable to report for work at their normal time, employees are required to advise their immediate supervisor or such other person as may be designated by the division heads of such inability within one half (1/2) hours of the time of the commencement of the employee's shift. The employee will state the reason for an estimated duration of such absence. An employee returning to work after an absence of one (1) week or a longer period is required to advise their immediate supervisor at least 12:00 o'clock noon of the day prior to their estimated return.

13.04 Rest Periods

Coffee breaks and rest periods will be strictly controlled so as to prevent abuse. Coffee breaks or rest periods, in any case, will be limited to ten (10) minutes per half shift.

13.05 Shift Premium

A shift premium shall be paid for the shift work starting after 12 noon and preceding 5:00 a.m. There shall be no shift premium where another premium applies. For Technical Stage Hands (PSC409), a shift premium shall be paid for the shift work starting after 6:00 pm and preceding 11:00 am.

The shift premium shall be \$1.00 per hour.

13.06 Shift Change

An employee should be given as much prior notice as possible before changing their shift hours of work. The minimum time of such notice must be twenty-four (24) hours. Failure to provide at least twelve (12) hours rest between regularly scheduled shifts which are being changed shall result in payment of overtime at one and one-half (1 1/2) times regular rates for all hours worked on that shift.

**ARTICLE 13 - HOURS OF WORK (continued)****13.07 Temporary Upgrade**

- a) An employee who is assigned to perform the work of another employee in a higher job grade for one (1) week or more shall be paid at the equivalent incremental step to their current job grade.
- b) An employee who is assigned to perform the work of another employee in a higher job grade for a continuous period of thirty (30) days or more, including weekends and paid holidays, shall be paid vacation pay entitlements, time off in lieu of overtime, bereavement leave, sick leave and paid holidays at the rate specified in (a) above provided that such time off is taken during the temporary upgrade.

**13.08 Meal Allowance**

- a) Employees required to work two (2) hours or more contiguous with their regular workday shall receive a meal allowance of \$10.00.
- b) Employees required to work on any day that is not a regularly scheduled work day shall receive a meal allowance of ten dollars (\$10.00), where the employee works more than four (4) hours.
- c) Meal allowance will be paid out by direct deposit on a monthly basis.

**13.09 Technical Stage Hand (PCS409)**

- Technical Stage Hand (PCS409) personnel may be assigned to work eighty (80) hours in each two (2) week period, (i.e. over one (1) pay period). The normal work week shall be Monday to Sunday.
- Technical Stage Hands shall be paid an overtime premium at the rate of one and one-half times (1 1/2) the regular rate for all authorized hours worked in excess of their scheduled daily hours and for all time worked on Sundays. An overtime premium at the rate of two (2) times regular rate will be paid for all hours worked on the seventh (7<sup>th</sup>) day in a work week where an employee works seven (7) consecutive days.
- The minimum work day shall consist of seven (7) hours. The maximum scheduled work day shall consist of ten (10) hours.

**ARTICLE 13 - HOURS OF WORK (continued)**

## 13.10 Enforcement Officer (PCP430)

- Enforcement Officer (PCP430) personnel will be assigned to work two hundred and ten (210) hours in a six (6) week period (i.e. over three (3) pay periods) within a twenty-four (24) hour, seven (7) day a week with an unpaid lunch period. The normal work week shall be Monday to Sunday;
- The normal work day for the Enforcement Officer shall consist of ten (10) hours exclusive of meal break; and
- Enforcement Officer personnel shall be paid an overtime premium at the rate of one and one-half times (1 1/2) the regular rate for all authorized hours worked in excess of the scheduled daily hours.
- Enforcement Officer personnel shall be paid an overtime premium at the rate of two (2) times regular rates for all hours worked on the seventh (7th) day where an employee works seven (7) consecutive days. If an employee is paid a seventh (7<sup>th</sup>) day then the next day worked will reset the cycle of consecutive days.
- Two call-in lists will be compiled in order to determine overtime opportunities. Specifically, the first list will facilitate call-in overtime only and not extension of shift. As well, in situations where an employee has started an investigation and overtime is required the call-in list will not be used. The second list will be identical; however, will be used strictly for the purposes of offering call-in overtime on paid holidays. Both lists will contain the names of Enforcement Officers who have indicated a desire to be called, compiled in seniority order and will be used on a rotational basis. In the event that there are insufficient qualified volunteers, the Corporation shall have the right to have work performed in any manner it sees fit, including, but not limited to, assignment of work in reverse order of seniority to qualified bargaining unit employees.

**ARTICLE 14 - LEAVES OF ABSENCE**14.01 Personal Leave

- a) While it is the prerogative of the Corporation to grant a leave of absence, an employee who has completed their probationary period may apply to their Division Head for a leave of absence, without pay and without loss of seniority, for personal reasons. A request for such leave shall be made in writing, stating reasons, at least one (1) month prior to the desired commencement date of the leave unless the requested leave exceeds two (2) months, wherein a two (2) month written notification shall be required. If the Corporation grants such leave, it shall confirm the terms of the leave in writing and seniority shall continue to accumulate. The minimum time requirements for such leave requests may be waived in extenuating circumstances.



**ARTICLE 14 - LEAVES OF ABSENCE (continued)**

## 14.01 cont'd

- b) If an employee's approved leave of absence exceeds one (1) month, he must arrange to prepay the premiums for all benefits in excess of one (1) month.

14.02 Bereavement Leave

- a) Full-time regular employees will be allowed a leave of absence with full pay for five (5) working days in the event of a death in their immediate family. Immediate family shall mean spouse, common-law spouse, parent, brother, sister, child, step-child, grandparent, grandchild, ward and legal guardian.
- b) A common-law spouse shall be defined as a relationship with a member of the opposite sex with whom the employee is living in a husband and wife relationship, or a same-sex relationship.
- c) Full-time regular employees will be allowed a leave of absence with full pay for three (3) working days in the event of a death of their parent-in-law, step-brother, step-sister, step-parent.
- d) Full-time regular employees will be allowed a leave of absence with full pay for one (1) working day in the event of a death of their spouse's grandparent, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- e) Additional leave without pay, without loss of seniority, may be granted at the discretion of the Corporation.

14.03 Jury and Witness Duty Leave

In the event that an employee is called for jury duty or witness in any court, except as a witness on their own behalf, the Corporation shall pay the employee their regular pay for each day the employee is required to be absent from work provided that he:

- i) notifies the Corporation immediately upon notification that he will be required to attend on jury or witness duty;
- ii) presents proof of service to the Corporation requiring such attendance;
- iii) promptly repays the amount (other than expenses paid to him) which he receives for such attendance;
- iv) reports to work when not required at court.

**ARTICLE 14 - LEAVES OF ABSENCE (continued)**

## 14.03 cont'd

Time spent by an employee required to serve as a court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

Where an employee is charged with a criminal or statutory offence directly related to their duties, while on duty, and is subsequently acquitted of such charges or the charges are withdrawn, the employee will be reimbursed for any loss of regular wages incurred as a result of such charges. Where an employee is acquitted of such charges, the employee will be reimbursed for any reasonable legal expenses provided the Corporation is given an itemized account of all time and expenses.

14.04 Union Or Safety Leave

- a) Leave of absence without pay and without loss of seniority will be granted to employees to attend functions of the Union, such as Union conventions and safety related functions, provided the CAO shall make the final decision as to whether an employee can be reasonably spared from their duties for this purpose. Such permission shall not be unreasonably withheld. The bargaining unit shall be provided an average of forty (40) days of leave per collective agreement year to be used anytime during the term of the collective agreement. The forty (40) day maximum does not apply to the Union President, Vice President or Secretary-Treasurer.
- b) The unpaid time off which is required for the purpose of preparing for and attending grievance mediation meetings and arbitration hearings shall not be counted as any of the days off provided for in the above clause 14.04(a).

14.05 Public Affairs - Leave

The Corporation recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Corporation shall allow leave of absence, without pay and without loss of benefits, so that the employee may be a candidate in federal, provincial or municipal elections.

14.06 a) Pregnancy, Parental and Adoption Leaves of Absence

Pregnancy, Parental & Adoption leaves of absences shall be governed by the Corporate Policy as amended/improved during the term of this collective agreement. During the period of these leaves the Corporation shall continue to maintain all Group Insurance Benefits and Service entitlements as stated in the Collective Agreement.

**ARTICLE 14 - LEAVES OF ABSENCE (continued)**

14.06 cont'd

- b) PREGNANCY/PARENTAL LEAVE SUPPLEMENTARY UNEMPLOYMENT BENEFIT (SUB) (Effective January 1, 2012 – Pregnancy leave or parental leave must begin January 1, 2012 or after for below to apply)

Effective the date of approval by Human Resources Services and Development Canada, an employee who is on pregnancy leave or parental leave as provided under Corporate Policy and who is in receipt of Employment Insurance pregnancy or parental leave benefits pursuant to the Employment Insurance Act, shall be paid a supplementary unemployment benefit. That benefit will be the equivalent to the difference between seventy-five per cent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance entitlements.

All payments shall commence following receipt by Payroll of the employee's Employment Insurance cheque stub. In the case of pregnancy benefits, SUB payments shall commence following the two week Employment Insurance "waiting period" and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. In the case of parental leave benefits, SUB payments shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. Such SUB payments for pregnancy leave or parental leave do not include any waiting periods.

**ARTICLE 15 – RATES OF PAY**

- 15.01 The parties agree that the schedule of wages, as set forth in Schedule 1A, B or C attached hereto, shall be maintained during the duration of this agreement.
- 15.02 Each new employee shall, at the time of hiring, receive a letter stating their salary and classification according to Schedule 1A, B or C.
- 15.03 Employees shall have access to an electronic statement and be paid by direct deposit on alternate Thursdays no later than 4 p.m. The Union shall be consulted prior to any change to the payday or pay period. Employees may have the option of directly depositing a portion of their pay into each of up to three separate accounts, each of which can be at the same or different financial institutions, including Alterna Savings and Credit Union Ltd., as designated by the employee.
- 15.04 All current Out-of-Schedule rates are guaranteed for the duration of the agreement unless otherwise agreed between the parties.

**ARTICLE 15 – RATES OF PAY(continued)**

15.05 When transferring between bargaining units, wages will increase by 10% or to the next highest step, whichever is greater. In the event of long-term upgrades, coverage will be as per 13.07 b). The home collective agreement will prevail for other terms and conditions.

15.06 The Corporation will normally commence a new employee at the lower starting level of the appropriate job grade. However, a new employee may, at the Corporation's discretion, be started at a higher pay level in the job title's appropriate job grade.

Progression from one level to a higher level within a job grade shall be automatic, in accordance with the time periods specified below. When an employee reaches the top pay level within their job grade, he will be entitled to future economic adjustments as negotiated between the Corporation and the Union.

i) Positions outlined in Grade 1 to Grade 5A

- Employees will normally commence at the first step rate. After six (6) months, employees will receive the second step rate. After eighteen (18) months, employees will receive the job rate.
- Employees commencing at second step in the job title's appropriate job grade shall progress to the job rate after twelve (12) months.

ii) Positions outlined in Grade 6 to Grade 14

- Employees will normally commence at the first step rate. After twelve (12) months, employees will receive the second step rate. After twenty-four (24) months, employees will receive the job rate.
- Employees commencing at second step in the job title's appropriate job grade shall progress to the job rate after twelve (12) months.

15.07 a) Any employee who voluntarily posts for, and is the successful candidate for a job in the same or lower rated job grade shall commence being paid at the same step that he had achieved in their current job grade.

b) Any employee who is promoted from a lower rated job grade to a higher rated job grade shall have their wage rate increased to at least the start rate in the higher rated classification. Such increase shall be a minimum of 5% of the employee's current rate or to the next incremental step of the higher classification, whichever is greater.

c) Any employee who is demoted to a lower rated job grade shall commence being paid in the range of the lower rated job grade at the same step which he had achieved in the higher rated job grade prior to their demotion.

d) Notwithstanding the above, no employee may earn more than the then existing job rate for any given job grade.

**ARTICLE 15 – RATES OF PAY (continued)**

15.08 Negotiated across the board wage increases between the parties shall be calculated as defined below:

Straight Percentage Increase Formula:

Existing Hourly Rate X Negotiated Percentage = New Hourly Rate

All wage rates will be calculated based on the hourly rate of each job grade and step, rounded to the second decimal point.

Straight Percentage Increases will continue to be applied to all Out-of-Schedule Rates and Red Circled Rates.

Rate for the purposes of calculation is defined as the hourly wage.

**ARTICLE 16 - JOINT JOB EVALUATION PROGRAMME**

16.01 In accordance with the Memorandum of Agreement dated February 15, 1991, a new Joint Job Evaluation Programme, effective January 1, 1991, between the Corporation and the Union was established.

16.02 The Memorandum of Implementation of a Job Evaluation Programme between the Corporation of The City of Brampton and The Canadian Union of Public Employees and its Local 831 (Professional and Technical Unit) and the Job Evaluation Manual of Procedures for the Corporation of The City of Brampton and The Canadian Union of Public Employees and its Local 831 (Professional and Technical Unit), shall be printed in a separate booklet referred to as Schedule 2 and shall be part of the collective agreement.

**ARTICLE 17 - PAID HOLIDAYS**

17.01 The following paid holidays shall be granted to each eligible, active employee provided that the employee is at work on the required shift immediately prior to and subsequent to the holiday concerned unless the employee is absent on either of the required shifts or part thereof due to illness or approved leave of absence of thirty days or less, subject to the provisions set out herein:

- |                |   |
|----------------|---|
| New Year's Day | Thanksgiving Day                          |
| Family Day     | Remembrance Day                           |
| Good Friday    | The Employee's last                       |
| Easter Monday  | scheduled ½ shift prior to Christmas Day  |
| Canada Day     | Christmas Day                             |
| Victoria Day   | Boxing Day                                |
| Civic Holiday  | The Employee's last                       |
| Labour Day     | scheduled ½ shift prior to New Year's Day |

**ARTICLE 17 - PAID HOLIDAYS (continued)**

## 17.01 cont'd

If the Corporation proclaims or declares a holiday on a regular working day, such proclaimed or declared holiday will become a paid holiday in addition to the holidays set out above. Employees will receive no less than the provisions of the *Employment Standards Act*, as amended.

- 17.02 Where any of the above holidays fall on a Saturday or Sunday, another day shall be designated by the Corporation as a holiday in lieu of the holiday falling on these days. The Corporation shall notify the Union thirty (30) days in advance of the day designated as the holiday.
- 17.03 Eligible employees shall receive pay at their basic rate for their normally scheduled daily hours for each paid holiday unless otherwise provided for in the collective agreement.
- 17.04 Employees off work due to an unpaid leave of absence exceeding 30 days, or who have made a claim for Workplace Safety and Insurance benefits, or are on suspension, or on layoff, will not be entitled to receive pay for any paid holiday occurring within any such period.
- 17.05 Where the paid holiday occurs in the period in which the employee is on their scheduled vacation, or on a scheduled day off, the employee shall receive a day off with pay in lieu at a time to be mutually agreed upon.
- 17.06 An employee required to work on a paid holiday shall be paid at the rate of one and one-half (1 1/2) for all hours worked in addition to their normal holiday pay.
- 17.07 Enforcement Officer (PCP430)  
An employee called into work on a paid holiday shall be paid at the rate of one and one-half (1 1/2) for all hours worked on the designated holiday, in addition to holiday pay. A shift scheduled over midnight is considered to occur in its entirety in the day the shift ends.

**ARTICLE 18 - VACATION**

- 18.01 a) Vacations with pay for employees shall be granted on the basis of length of continuous service as a full-time, regular employee of the Corporation as of December 31st in the vacation year as follows:
- i) Employees with less than one (1) year of continuous service as of December 31st of any year shall receive one (1) day per month of service to a maximum of ten (10) days entitlement and shall be paid for such time at their regular daily rate of pay.

**ARTICLE 18 – VACATION (continued)**

## 18.01 a) cont'd

- ii) Employees with one (1), but less than two (2) years of continuous service as of December 31st of any year, shall receive a vacation of ten (10) working days and shall be paid for such time at their regular daily rate of pay.

Effective January 1, 2012

- iii) Employees with two (2), but less than eight (8) years of continuous service as of December 31st of any year, shall receive a vacation of fifteen (15) working days and shall be paid for such time at their regular daily rate of pay.
  - iv) Employees with eight (8), but less than fifteen (15) years of continuous service as of December 31st of any year, shall receive a vacation of twenty (20) working days and shall be paid for such time at their regular daily rate of pay.
  - v) Employees with fifteen (15) but less than twenty-four (24) years of continuous service as of December 31st of any year shall receive a vacation of twenty-five (25) working days and shall be paid for such time at their regular daily rate of pay.
  - vi) Employees with twenty-four (24) years or more of continuous service as of December 31st of any year shall receive a vacation of thirty (30) working days and shall be paid for such time at their regular daily rate of pay.
- b) The employee's regular daily rate of pay for vacation pay calculations shall not include shift premiums, overtime premiums, alternate pay, or any other premiums except as otherwise provided. Vacation usage shall be deducted hour for hour based on the employee's schedule.
- i) Enforcement Officer (PCP430)
    - Vacation Accrual is based on 35 hours a week and 7 hour days. 70/105/140/175/210 (depending on years of service)
    - Vacation scheduling will be based on section (Enforcement Officers)
  - ii) Technical Stage Hand (PCS409)
    - Vacation – 80/120/160/200/240 (depending on years of service)

**ARTICLE 18 – VACATION (continued)**

- 18.02 a) Vacation shall be scheduled during the period January 1<sup>st</sup> to December 31<sup>st</sup> each year. Employees shall not draw pay in lieu of vacation.
- b) Both parties recognize the mutual benefits of employees taking vacation entitlement during the calendar year. Vacation carryover is not encouraged. Carryover will be granted under extenuating circumstances as approved by the Division Head or designate.
- 18.03 Employees are required to submit their preferred vacation time off to their foreperson or supervisor by March 15<sup>th</sup> (or next business day if March 15<sup>th</sup> falls on a Saturday or Sunday) of each year for the current year. Written confirmation will be given to the employee by April 15<sup>th</sup> (or next business day if April 15<sup>th</sup> falls on a Saturday or Sunday) of each year for the current year. In scheduling the vacation of employees, preference in the choice of dates of vacation will be given to employees having regard to their respective length of continuous service with the Corporation, provided that, in the opinion of the Corporation, it does not interfere with proper and efficient service and operation.

Employees are required to submit their preferred vacation time off to their foreperson or supervisor by the December 1<sup>st</sup> (or next business day if December 1<sup>st</sup> falls on a Saturday or Sunday) each year for requests for vacation time between January 1<sup>st</sup> and April 15<sup>th</sup> of the next year. Written confirmation will be given to the employee by December 15<sup>th</sup> (or next business day if December 15<sup>th</sup> falls on a Saturday or Sunday).

Employees who submit their vacation requests to their foreperson or supervisor after March 15<sup>th</sup> shall have such requests placed at the bottom of the seniority list for consideration regardless of their seniority status with the Corporation.

For any vacation requests submitted outside of the two specified submission dates, written confirmation will be provided to the employee within ten (10) business days following the April 15<sup>th</sup> and December 15<sup>th</sup> dates.

An employee will not be permitted to use their seniority status for the purpose of bumping an employee with less seniority out of a vacation time period that was established on the March 15<sup>th</sup> or December 1<sup>st</sup> deadline

Vacation time off requested after the March 15<sup>th</sup> or December 1<sup>st</sup> deadline will be scheduled at the Corporation's discretion.

An employee shall not lose their scheduled vacation period if their job title and/or work location changes.



**ARTICLE 18 – VACATION (continued)**

- 18.04 Employees leaving the employ of the Corporation during the vacation year shall have their vacation wages adjusted on a pro-rata basis in accordance with the employee's entitlement under this plan at the date of leaving.
- 18.05 All deductions normally made from an employee's regular pay shall be deducted from the vacation pay.
- 18.06 Full annual vacation pay entitlement will not be paid out in advance. Employees will normally receive pay for time worked or pay for vacation earned on their regularly scheduled pay days.
- 18.07 Where an employee qualifies for sick leave or bereavement during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as may be mutually agreed upon. For the purpose of this paragraph, illness is defined as:
- an illness where an employee has been ordered to bed for a period of three (3) days or more, or an illness requiring hospitalization. Employees must provide a medical certificate subject to the discretion of the Corporation.
- 18.08 The third, fourth, fifth and sixth weeks of vacation entitlement referred to above may not necessarily be taken contiguous with an employee's first two weeks.
- 18.09 **Vacation Accrual Period and Entitlement Period**  
This clarifies the accrual of vacation entitlement and the entitlement period.

*Vacation Accrual (Earned) Period:* Vacation is earned between July 1<sup>st</sup> (previous year) and June 30<sup>th</sup> of the vacation year.

*Vacation Entitlement Period:* Based on full years of service as of December 31<sup>st</sup> of the vacation year.

*Vacation Scheduling Period:* January 1<sup>st</sup> to December 31<sup>st</sup> of the vacation year.

*Example:* To calculate 2009 vacation entitlement

*Seniority Date:* Assume September 30, 1999 (therefore, entitlement is twenty days (20) based on 10 years of service)

*Accrual Period:* July 1<sup>st</sup>, 2008 to June 30<sup>th</sup>, 2009

*Scheduling Period:* January 1<sup>st</sup>, 2009 to December 31<sup>st</sup>, 2009

**ARTICLE 18 – VACATION (continued)**

18.09 cont'd

Full 2009 entitlement assumes the employee works to June 30<sup>th</sup>, 2009. If an employee resigns or retires prior to June 30, 2009, the vacation will be pro-rated for the period between June 30<sup>th</sup>, 2008 and the resignation/retirement date.

If the employee resigns or retires after June 30, 2009, they will receive a pro-rated amount for 2010 entitlement based on accrual between July 1<sup>st</sup>, 2009 and the resignation/retirement date.

**ARTICLE 19 - INSURANCE**

19.01 The Corporation shall pay, on behalf of all eligible, full time, regular employees, the full one hundred percent (100%) cost of the premiums of the following benefits, subject to the terms, conditions and regulations of the policy or plan:

- a) Ontario Health Insurance Plan (O.H.I.P.) (on behalf of the employee who is the principal wage earner of their family unit).
- b) Extended Health Care Plan (including emergency travel assistance) (Please refer to the current Group Benefit Plan for coverage details)
- c) Group Life Insurance for an amount equivalent to double (2 times) the employee's annual gross salary for normal death and an amount equivalent to three (3) times the employee's annual gross salary in the event of accidental death. The total payout in either situation will be to the higher \$1,000.
- d) A Dental Plan equivalent to the Blue Cross #9 Comprehensive Dental Plan, including space maintainers, Orthodontic services Rider #3 (50-50 co-insurance with **\$3500** Lifetime maximum), **Dentures (50-50 co-insurance with \$2500 per person annual limit, July 1 – June 30)** and Major Restorative (50-50 co-insurance with \$2500 (effective January 1, 2015) per person annual limit, July 1 - June 30) based upon the O.D.A. Fee Schedule as follows:

The O.D.A. Fee Schedule shall be automatically updated by the Corporation every year on January 1<sup>st</sup> to provide the previous year O.D.A. Fee Schedule (O.D.A –1).

- e) Vision Care Plan - equivalent to the Blue Cross Vision Care Plan.  
\$450/24

Eye examinations and laser eye surgery included as eligible expenses.

**ARTICLE 19 – INSURANCE (continued)**

## 19.01 e) cont'd

Employees will be reimbursed 100% towards the cost of laser eye surgery to a maximum of up to \$450 (a one-time combined total of \$900.00) upon submission of original receipts. Please note further vision care claims will not be allowable for 48 months following the date of laser eye surgery.

f) Prescription Drug Plan - .35 cents per prescription drug plan.

19.02 Except as provided in Article 19.03, only regular, full time employees shall be entitled to any of the Corporation's paid benefits identified in this article and Article 21 below.

Retiree Benefits

19.03 Any member who retires prior to age 65 shall have their health benefits, per the current Collective Agreement 100% paid for by the Corporation provided they are 55 years of age or older, and retire after at least 10 years working for the Corporation directly preceding retirement, and are in receipt of an OMERS pension.

The 100% coverage of health benefits for spouses would continue after death of the qualifying Employee for spouses and dependents, to the end of the year in which the retired Employee would have turned 65, or the end of year in which the spouse turns 65, or immediately upon the spouse remarrying, whichever occurs first. Thereafter the spouse shall have the option of purchasing the Plan Direct (Comprehensive Plan) or any other mutually agreed to plan, at the same cost as a retired Employee.

The Corporation shall preserve Plan Direct (Comprehensive Plan), or any other mutually agreed to plan, for single, couple, or family coverage on behalf of Retirees over the age of 65. The retired Employee choosing to purchase Plan Direct (Comprehensive Plan), or any other mutually agreed to plan, after age 65, shall pay the full premium cost for this health benefit.

19.04 If the Corporation changes carriers for health and medical benefits, coverage shall be equivalent to the coverage outlined in Article 19. The Corporation will provide the Union with a copy of the contract with carrier of benefits.

19.05 The Corporation will apply annually to Human Resources Development Canada for the Employment Insurance (E.I.) premium reduction to take effect. The Corporation will notify the Union of the outcome of such application.

Should the Corporation's application be approved, the parties agree to the following with regard to the disposition of the employees' share of the E.I. premium reduction:

As soon as practical, in the first quarter of each year, the Corporation shall calculate the total employee share of the Employment Insurance premium reduction for the previous year for employees of CUPE Local #831, Professional and Technical Unit. The Corporation shall then remit such amount to the Union.

**ARTICLE 20 – INSURANCE****20.01 Illness/Disability Plan**

Weekly illness/disability benefits will be provided via a benefit plan. Coverage in the event of a legitimate claim for illness/disability will be a "Short Term Disability Plan" described below.

An employee may request Union representation when discussing their short-term disability claim(s) with Human Resources staff. Upon request, an employee may review the contents of their medical file in the presence of an appropriate Human Resources staff member.

**a) Short Term Disability Plan**

i) A short term disability plan will be provided to eligible full time, regular employees who will not be required to pay any monthly premium costs.

ii) A new employee shall commence coverage under the plan on the first day of the fourth (4th) month after date of commencement of employment.

iii) Benefits will be paid as follows:

Absences of one (1) or two (2) working days in duration for an illness or injury will be regarded as "incidental absence" and will not require medical certification on Corporation medical forms. A qualified employee will receive full pay for incidental absences. However, an employee's attendance (and punctuality) is essential to the efficient operation of their department. If an employee's attendance record indicates an unsatisfactory number of these one (1) or two (2) working day absences, the Corporation will require medical verification on its medical forms and will follow-up appropriately as required.

All incidental absences shall be paid based on the scheduled daily hours for the day in which the absence is taken.

Absence for illness/injury which extend beyond two (2) working days will require medical verification on appropriate forms to be provided by the employee from their doctor.

**ARTICLE 20 – INSURANCE (continued)**

## 20.01 a) iii) cont'd

These medical verification forms are to be obtained from the Human Resources office and must be returned there before weekly/daily benefits are authorized for payment. The Corporation will reimburse the employee for the first doctor's certificate in a calendar year.

An employee will receive pay as per the following service schedule from the first day of verified medical absence for the first three (3) absences of three (3) or more consecutive days within a twelve (12) calendar month period. If the frequency of absence is greater than the three (3) provided for here in a twelve (12) calendar month period, the employee will suffer loss of pay as follows:

- 4th absence in a 12 calendar month period - employee will not be paid for 1st day of absence.
- 5th and subsequent absences in a 12 calendar month period - employee will not be paid for the first two days of absence.

Benefits under this section for other than the whole week shall be paid on a basis of 1/5 of the weekly benefit for each working day the employee is disabled.

- iv) Short Term Illness/Disability benefits are not payable:
  - i) during any period of paid holidays, vacation with pay, leave of absence, suspensions;
  - ii) for any disability covered under the Workplace Safety and Insurance Act or similar legislation; or
  - iii) at the date of layoff if the disability started within two months of the day of layoff and notice of layoff was given prior to the occurrence of the disability.
 

In all other cases, S.T.D. benefits will continue after layoff until the earlier of recovery or the end of the 15 weeks of entitlement under the S.T.D. plan.

Subject to 18.07, if an employee becomes injured or sick while on vacation, their vacation will be stopped at that point and a claim for weekly benefits will be allowed provided medical verification is provided on the appropriate forms. At the completion of the disability period the employee may request their immediate supervisor to re-schedule the unused vacation period at a mutually acceptable future time period.

**ARTICLE 20 – INSURANCE (continued)**

20.01 a) iv) cont'd

Benefits will be applicable for up to fifteen (15) weeks for each separate period of illness/disability on a variable scale, time-wise, depending on length of service with the Corporation. The salary benefit is set out below.

Periods of absence separated by less than two (2) weeks of continuous full-time employment will be subject to the fifteen (15) week maximum benefit period. If subsequent absence arises from causes unrelated to the previous disability, the fifteen (15) week maximum benefit period is reinstated.

<u>Length of Service</u>	<u>Full Weekly Salary</u> (Shift Premiums, Overtime or any other bonuses not included)	<u>2/3 of Weekly Salary</u>
Less than 3 months	Nil	Nil
3 months but less than 1 yr	Nil	15 weeks
1 year but less than 2 yrs	2 weeks	13 weeks
2 years but less than 3 yrs	3 weeks	12 weeks
3 years but less than 4 yrs	4 weeks	11 weeks
4 years but less than 5 yrs	5 weeks	10 weeks
5 years but less than 6 yrs	6 weeks	9 weeks
6 years but less than 7 yrs	7 weeks	8 weeks
7 years but less than 8 yrs	8 weeks	7 weeks
8 years but less than 9 yrs	9 weeks	6 weeks
9 years but less than 10 yrs	10 weeks	5 weeks
10 years but less than 11 yrs	11 weeks	4 weeks
11 years but less than 12 yrs	12 weeks	3 weeks
12 years but less than 13 yrs	13 weeks	2 weeks
13 years but less than 14 yrs	14 weeks	1 week
14 years or more	15 weeks	Nil

- v) The Corporation will Reimburse employees to a maximum of \$20.00, upon proof of payment, for a requested doctors certificate that confirms a maternity confinement date.

**ARTICLE 20 – INSURANCE (continued)**

- 20.02**
- (a) **For illnesses/disabilities that extend beyond the Short Term Disability fifteen (15) week period, a Long Term Disability (LTD) plan will be arranged by the Union.**
  - (b) **All employees will be required to participate in the LTD plan and pay premium.**
  - (c) **Following adequate notice, in writing by the Union, the Corporation agrees to deduct monthly premiums payable for the LTD benefits from the employee over two pay periods in the month.**
  - (d) **All sums deducted, together with a record of those from whom deductions have been made, and the amount shall be forwarded to the Financial Secretary of Local Union 831, not later than ten (10) working days following such deduction.**
  - (e) **The Union shall indemnify and save the Corporation harmless with respect to all amounts deducted under this Article.**

**20.03** Vacation Pay Entitlement For Employees On Extended Sick Leave

Employees who may be off work on one or more occasions on legitimate short term disability during the vacation qualifying year – January 1<sup>st</sup> to December 31<sup>st</sup> - shall be entitled to receive their full vacation pay as per Article 18.

Employees whose disability may be severe enough to **extend beyond the Short Term Disability fifteen (15) week period** during the vacation qualifying year, but not severe enough to be classified as a permanent disability with an indefinite unknown return to work date, shall also be entitled to their full vacation pay as per this collective agreement.

Employees who become disabled and who use up their Short-Term Disability entitlement **and continue to be disabled** will receive their appropriate vacation pay credits for the period commencing with the previous January 1<sup>st</sup> and up to the expiration date of the short term disability period for the permanent disability. Thereafter, vacation pay as such is discontinued.

**ARTICLE 21 - PENSION PLAN**

- 21.01 The Ontario Municipal Employees' Retirement System (OMERS) and Canada Pension Plan shall apply to full-time, regular employees covered by this agreement. The Corporation shall contribute to the Canada Pension Plan in accordance with the Act and to OMERS, for full-time, regular employees as per the regulations of the plan.
- 21.02 Normal retirement is on the employee's sixty-fifth (65th) birthday, but employees, upon request may be given further employment on a year by year basis at the discretion of the Corporation.

**ARTICLE 22 - INJURY ALLOWANCE**

- 22.01 An employee who is injured while at work and, as a result of such injury, is certified as unfit to complete the working day or shift, shall receive pay at the regular rate for time lost on the day that such injury is sustained, as required by the Workplace Safety and Insurance Act.

**ARTICLE 23 - PROTECTIVE CLOTHING**

- 23.01 The Occupational Health and Safety Act of Ontario, as amended, requires that where a worker is exposed to injury to head, eyes and/or feet such worker shall wear protection appropriate in the circumstances.
- 23.02 Protective wear will be provided as required and without expense to employees, according to the hazards identified in the position. Said protective wear shall remain the property of the Corporation and must be returned to the Corporation on termination, or when an employee requests a replacement item. The protective wear will include, but is not limited to, the following:
- Hard Hats - to be supplied as required and replaced as specified by governmental standards – date for replacement shown inside brim of each hat;
  - Hard Hat Liners – to be supplied as required, once per year under the supervisor's control;
  - Boots (Safety / Rubber) – to be supplied as required. The old boots must be presented for inspection prior to replacement;
  - Eye Protection – Plano Safety Glasses will be supplied as required – C.S.A. Standard Z94.3-92.
  - Appropriate gloves and rainwear as required.
  - High visibility Parkas/coats/jackets, as required.
  - Breathing apparatus, as required.
  - High visibility coveralls or overalls, as required.
- 23.03 All safety footwear - rubber boots, safety boots or safety shoes shall be equivalent to or exceed the Grade 1 green patch standard as outlined in the Canadian Standard Association's Standard on protective Footwear Z195-M92 unless such other standards are established and published by the Joint Health and Safety Committee.



**ARTICLE 24 – PARKING**

- 24.01 Employees shall be entitled to purchase a Brampton Transit pass at 50% of the prevailing rate, or a parking pass at a Corporate parking facility, subject to availability at 50% of the prevailing monthly rate or 100% of the annual rate, whichever is the lesser. Any change to the prevailing parking rates will be preceded by thirty (30) days written notice. All employees will receive parking free while on training. Employees requiring their vehicle for work will receive free parking as per the corporate policy at a Corporate parking facility.
- 24.02 The parties acknowledge that CUPE local #831 employees are entitled to mileage reimbursement, according to the Corporate Mileage Expense Policy 13.3.2 as amended, and Administrative Procedures – Automobile Expense FP-01 as amended, which apply to all employees of the Corporation.

**ARTICLE 25 – INFORMATION TO THE UNION**

- 25.01 All correspondence between the parties hereto arising out of this agreement, or incidental thereto, shall pass to and from the Director of Human Resources or designate, of the Corporation and the President of the Union or their designate, or as otherwise set out in the collective agreement.
- 25.02 The Human Resources Division will provide the Collective Agreement in printed and/or electronic format upon request. The Collective Agreement and amendments will be provided to the Union to post on all Union bulletin boards.
- 25.03 The Corporation will make all Corporate Policies that affect CUPE members readily accessible.
- 25.04 The Corporation will make the terms of benefit coverage readily accessible to all employees in printed or electronic format upon request and amendments will be distributed to all employees with the pay stub.
- 25.05 The Corporation will provide access to the organization chart to the President of the Union indicating the Department and Division's supervisory structure. The organization chart will be provided by January 15 of each year.

**ARTICLE 25 – INFORMATION TO THE UNION (continued)**

- 25.06 a) The Union President or designate will be provided with electronic and hard copies of the following documents: Seniority Lists, Master JE Spreadsheet.
- b) Job Descriptions will be provided when required.
- c) The Union President or designate will be provided with current CUPE Job Postings electronically.
- d) The Corporation will make a monthly list accessible to the Union President indicating the employment status of employees.
- 25.07 Correspondence can be filed electronically between the parties.

**ARTICLE 26 – DURATION**

- 26.01 This Agreement shall be in effect from April 1, **2017** until March 31, **2019** and unless either party gives notice in writing to the other party to the terms of this Agreement, that amendments are required, or that the party intends terminating the Agreement, then it shall automatically continue in effect until March 31, **2019** and from year to year thereafter.
- 26.02 Notice that amendments are required may only be given within the ninety (90) day period prior to the expiration date of the collective agreement or any succeeding anniversary date. The Agreement shall continue in operation, after giving notice, in accordance with the provisions of the Ontario Labour Relations Act.**
- 26.03 The parties hereto agree to meet for the purpose of negotiations within fifteen (15) days or such time as may be agreed upon after the giving of such notice and shall negotiate in good faith.**
- 26.04 It is understood that during the negotiations following upon notice of termination or notice of amendment, either party may bring forward counter-proposals arising out of or related to the original proposals.**

**ARTICLE 27 – INCLEMENT WEATHER**

- 27.01 During inclement weather, work on inside projects may be carried on as designated by the foreperson or immediate supervisor. The decision as to what constitutes inclement weather will be made by the foreperson or immediate supervisor.

**ARTICLE 28 – CLOTHING**

- 28.01 The Corporation will meet with a committee of Union representatives for the purpose of discussing the clothing items, quality, allotment, method of procurement and distribution, delivery, and cost. The committee will be composed of three (3) Union and three (3) Corporate members. Such meeting shall occur at least three (3) months prior to the tendering of the contract.
- 28.02 Where the Corporation requires employees to wear clothing and/or uniforms in the performance of their duties, such clothing and/or uniforms will be provided at no cost to the employee in accordance with Schedule A by July 1.
- 28.03 Employees who received an issue of clothing and/or uniforms, which includes footwear must wear such clothing and/or uniforms while at work for the Corporation. However, any issued clothing or uniform which identifies the employee as an employee of the Corporation may be worn only when the employee is:
- a) going directly to work; or
  - b) at work; or
  - c) going directly home from work and at no other times or in other public places.
- 28.04 All clothing and/or uniforms issued shall remain the property of the Corporation and must be returned to the Corporation upon termination, transfer, or when an employee is issued a replacement as indicated above.

Employees wearing uniforms or clothing are to look professional, neat, clean and tidy;  
 Clothing will be repaired and/or replaced as required at the discretion of the immediate Supervisor at no cost to the employee;  
 Dry-cleaning allowance will be provided for uniforms only;  
 There shall be no unauthorized alterations/substitutions;  
 Employees must ensure they possess all the basic pieces of clothing or uniform in presentable condition before any additional selections can be made as per Schedule A.

- 28.05 a) For Positions Described in Schedule A  
 First Clothing/Uniform Issuance  
 Employees will be fitted as close as possible to their start date and shall be issued an initial allotment of clothing and/or uniforms as outlined in Schedule A, within a reasonable period after hire.
- b) New Employees/Replacement Schedule/Additional Clothing/Uniforms  
 Annually, by July 1<sup>st</sup> of each year, new employees who receive their first clothing issue less than six (6) months prior to the next July 1<sup>st</sup> issuance date shall not receive another clothing issue until July 1<sup>st</sup> in their second year of employment. Annual clothing/uniform replacement and/or additions will be in accordance with Schedule A.

This agreement was reached between the following bargaining committees on August 30, 2017, and was ratified by City Council on September 13, 2017 and by the Union membership on September 6, 2017.

**For the Corporation:**

\_\_\_\_\_  
Louise More

\_\_\_\_\_  
Rob Gasper

\_\_\_\_\_  
Mike Parks

\_\_\_\_\_  
Lillyan McGinn

\_\_\_\_\_  
John Avbar

\_\_\_\_\_  
Jane Metras-Smith

\_\_\_\_\_  
Karmjit Sekhon

**For the Union:**

\_\_\_\_\_  
Fabio Gazzola

\_\_\_\_\_  
Steve Brown

\_\_\_\_\_  
Eric Lister

\_\_\_\_\_  
Aaron DeBoer

\_\_\_\_\_  
Carlos Gomes

**For the Corporation:**

\_\_\_\_\_  
Linda Jeffery, Mayor

\_\_\_\_\_  
Harry Schlange, CAO

\_\_\_\_\_  
Peter Fay, City Clerk

Document execution authorized  
by By-Law 189-2017

**For the Union:**

\_\_\_\_\_  
Fabio Gazzola

\_\_\_\_\_  
Steve Brown

\_\_\_\_\_  
Eric Lister

\_\_\_\_\_  
Aaron DeBoer

\_\_\_\_\_  
Carlos Gomes

## SCHEDULE A

### Clothing and Uniforms

Clothing/Uniform Entitlements in Schedule A are subject to the Provisions of Article 28 – Clothing and Uniforms.

<b>PROFESSIONAL AND TECHNICAL UNIT</b>		
<b>Position</b>	<b>First Clothing/Uniform Issuance</b>	<b>Annual Replacement Schedule/Additional Clothing/Uniforms (for eligible employees as per Article 28.05 (b))</b>
Sr. Operations Technician (PWT224) Operations Technician (PWT437) Capital Works Inspector (PWT125) Survey Party Chief (PWT165) Survey Technician (PWT124) Maintenance Planning Technologist (PWT352) Development/Construction Inspector (PPB126) Construction Inspector – Chief (PPB341) Inspector, Operations Maintenance (PWT368)	Initial Allotment from the following list:  Shirts up to a limit of four (4) and pants up to a limit of four (4) pairs from the following list or equivalent: <ul style="list-style-type: none"> <li>• Navy Casual Long Pants – “Denver Hayes” (wrinkle and stain resistant) style #C63825W</li> <li>• Denim Shirt – Long Sleeve style #MS-820</li> <li>• Denim Shirt – Short Sleeve style #MS-810</li> <li>• <i>White Golf Shirt style #225440 and 225441</i></li> </ul>	Up to four (4) shirts and four (4) pairs of pants (from the list to the left).
Traffic Operations Technologist III (PWT259) Traffic Operations Technologist II (PWT096) Traffic Operations Technologist I (PWT133) Street Light Coordinator (PWT386) Traffic Signals Technologist II (PWT043) Traffic Signals Technologist I (PWT030)	Initial Allotment from the following list:  A shirt (1) and a pair of pants (1) from the following list or equivalent: <ul style="list-style-type: none"> <li>• Navy Casual Long Pants – “Denver Hayes” (wrinkle and stain resistant) style #C63825W</li> <li>• Denim Shirt – Long Sleeve style #MS-820</li> <li>• Denim Shirt – Short Sleeve style #MS-810</li> </ul>	A shirt (1) and a pair of pants (1) (from the list to the left).

<b>PROFESSIONAL AND TECHNICAL UNIT</b>		
<b>Position</b>	<b>First Clothing/Uniform Issuance</b>	<b>Annual Replacement Schedule/Additional Clothing/Uniforms (for eligible employees as per Article 28.05 (b))</b>
Traffic Parking Analyst (PWT331) Operations Technician (PWT026) Design Coordinator (PWT282) Engineering Technologist (PWT178) Intermediate Engineering Technologist (PWT276)	<ul style="list-style-type: none"> <li>White Golf Shirt style #225440 and 225441</li> </ul>	
Property Standards Officers (PCP061)	<p>Initial Uniform Allotment is as follows:</p> <p>5 pairs of wash and wear pants or shorts 5 wash and wear shirts – long or short sleeved 3 ties 1 3 season coat 2 Golf shirts 1 Duty belt outer 1 Duty belt inner 2 Epaulettes 3 Dickies 1 Military style sweater</p> <p>All clothing shall be wash and wear.</p> <p>The Corporation will meet with a committee of Union representatives for the purpose of discussing the clothing items, method of procurement and distribution, delivery, and cost. Such meeting shall occur at least three (3) months prior to tendering of the contract.</p>	<p>In subsequent years, annual clothing allowance of \$370 to be used to purchase clothing/uniforms.</p> <p>Boots will be replaced as required and will not be part of the \$370 clothing allowance.</p>
Enforcement Officer (PCP430)	Initial Uniform Allotment is as follows:	In subsequent years, annual clothing allowance of \$370

**PROFESSIONAL AND TECHNICAL UNIT**

<b>Position</b>	<b>First Clothing/Uniform Issuance</b>	<b>Annual Replacement Schedule/Additional Clothing/Uniforms (for eligible employees as per Article 28.05 (b))</b>
	<p>Employees will receive one initial allotment upon hiring.</p> <p>One complete uniform (subject to modifications / substitutions / deletions / availability) consists of:            5 wash &amp; wear pants            5 wash &amp; wear long or short sleeve shirts            3 ties            1 Three season coat            2 Golf shirts            1 Duty belt outer            1 Duty belt inner            2 Epaulettes            3 Dickies            1 Military Style Sweater</p> <p>The Corporation will meet with a committee of Union representatives for the purpose of discussing the clothing items, method of procurement and distribution, delivery, and cost. Such meeting shall occur at least three (3) months prior to tendering of the contract.</p>	<p>to be used to purchase clothing/uniforms.</p> <p>Boots will be replaced as required and will not be part of the \$370 clothing allowance.</p>
<p>Technical Stage Hand (PCS409)</p>	<p>Initial Uniform Allotment is as follows:</p> <p>Shirts up to a limit of four (4) and pants up to a limit of four (4) pairs from the following list or equivalent:</p> <ul style="list-style-type: none"> <li>• Black Casual Long Pants – “Denver Hayes” (wrinkle and stain resistant)</li> </ul>	<p>Up to the value of four (4) shirts and four (4) pairs of pants (from the list to left).</p>



<b>PROFESSIONAL AND TECHNICAL UNIT</b>		
<b>Position</b>	<b>First Clothing/Uniform Issuance</b>	<b>Annual Replacement Schedule/Additional Clothing/Uniforms (for eligible employees as per Article 28.05 (b))</b>
	<ul style="list-style-type: none"> <li>• Black Long-sleeve collared pullover – style TBD</li> <li>• Black Golf Shirt – style TBD</li> </ul> <p>Other clothing items may be supplied if required for specific events.</p>	

## **SCHEDULE 2**

### **Joint Job Evaluation Programme**

The contents herein are titled Schedule 2(a) "Memorandum of Implementation of A Job Evaluation Programme Between The Corporation Of The City of Brampton and The Canadian Union of Public Employees, and its Local #831 (Professional and Technical Unit)" AND Schedule 2(b) "Job Evaluation Manual of Procedures for The Corporation of The City of Brampton and The Canadian Union of Public Employees, and its Local #831, (Professional and Technical Unit).

This schedule is supplemental to, and shall be part of, the Collective Agreement currently in effect between the Corporation of The City of Brampton and The Canadian Union of Public Employees, Local #831 (Professional and Technical Unit).

Current salary/wage schedules referred to in the Memorandum of Implementation are found in the Collective Agreement between the Corporation of The City of Brampton and The Canadian Union of Public Employees, Local #831 (Professional and Technical Unit).

A. Solski, C.A.,  
Chief Administrative Officer

Frank A. Kovrig  
Director of Human Resources



150 Central Park Drive,  
Brampton, Ont. L6T 2T9  
(416) 793-4110  
Fax: (416) 793-2992

The Corporation Of The City Of Brampton  
Administration and Finance Department  
Human Resources Division

*February 15, 1991*

Mr. William McLoughlin,  
President, C.U.P.E. Local 831, (Office Unit)  
The Corporation of the City of Brampton


Dear Mr. McLoughlin:


**LETTER OF UNDERSTANDING**  
Re: Job Evaluation System

The parties agree that the documents referred to as:

1. Memorandum of Implementation of A Job Evaluation Programme, between the Corporation of the City of Brampton and the Canadian Union of Public Employees and its Local 831 (Office Unit), and
2. Job Evaluation Manual of Procedures For The Corporation of The City of Brampton and The Canadian Union of Public Employees, and its Local 831 (Office Unit),

will be treated as if they form part of the Collective Agreement.

  
A. Solski,  
Chief Administrative Officer

  
W. McLoughlin,  
President, C.U.P.E. Local 831

**SCHEDULE 2 (a)****Memorandum of Implementation of a Joint Job Evaluation Programme**

Pursuant to the approval of the Memorandum of Agreement of February 11, 1987, the Negotiating Committees of the parties have negotiated and reached agreement on terms and conditions, as set out in this Memorandum of Implementation, which constitutes settlement of all matters with respect to the implementation and maintenance of a job evaluation programme applying to all jobs coming within C.U.P.E. Local #831.

The undersigned representatives of the parties do hereby agree to recommend to their respective principals the complete acceptance of the terms and conditions set out in this Memorandum of Implementation and the attached Manual of Procedures, and the Rating Manual.

The parties herein agree that the job ratings and wage grades established and agreed upon by the parties shall be implemented January 1, 1991 in accordance with the following terms and conditions:

1. The parties have agreed upon a Job Evaluation Manual of Procedures which shall be supplemental to the Letter of Understanding dated February 11, 1987. The Manual of Procedures is established as an aid to the parties to establish and maintain the Job Evaluation Programme, specifically for the purpose of providing and maintaining the basis of an equitable wage structure and the method by which job descriptions and job ratings shall be maintained to meet new and changing conditions and work requirements.
2. The parties have agreed upon a Rating Manual for Job Evaluation and Wage Administration, which shall be supplemental to the Letter of Understanding dated February 11, 1987. The Rating Manual contains basic guides used in analyzing and evaluating the content of a job.
3. The parties agree that this Memorandum of Implementation applies to all jobs performed by employees coming within the Outside and Office Unit and the Professional and Technical Unit of C.U.P.E. Local #831, and further agree that except as provided in Section 7(a) of this Manual of Implementation, no basis shall exist for an incumbent employee in the bargaining unit to claim that a wage rate inequity exists.

4.
  - a) Effective from the date of installation, the Salary/Wage Schedules in the Outside and Office Unit and Professional and Technical Unit current Collective Agreements between the parties shall be amended in accordance with the applicable Salary/Wage Schedules appended to this Memorandum of Implementation.
  - b) Such wage grades established for each job and/or group of similar value, as set out in the appended Salary Schedule, shall apply to an incumbent employee during such time as the employee is assigned to perform the duties of the job except in the case where an employee is red-circled.
  - c) For all jobs where the existing wage rates are equal to the new wage grade, as set out in the appended salary schedule, the existing wage rate for such jobs shall be cancelled and replaced by the appropriate equal wage grade.
  - d) For all jobs where the incumbent(s)' existing wage rates are higher than the new wage grade, as set out in the appended salary schedule, the existing wage rates for such jobs shall be cancelled and replaced by the appropriate lower wage grade. Incumbents in these jobs as of January 1, 1991 shall be "Red-Circled" and their wage rates shall be administered in accordance with the provisions contained in this Memorandum of Settlement.
  - e) For all jobs where the incumbent(s)' existing wage rate(s) are below the new wage grade, as set out in the appended salary schedule, the existing wage rate for such jobs shall be cancelled and replaced by the appropriate higher wage grade. Incumbents in these jobs as of January 1, 1991 shall be "Green-Circled" and their wage rates shall be administered in accordance with the provisions contained in this Memorandum of Settlement.
5. The Corporation shall continue to supply the Union with a list of all positions. Such list shall contain the following information:
  - a) Job title and job description.
  - b) Job rating and wage grade resulting from job evaluation.

6.
  - a) Subject to the Matter of Agreement agreed to by the parties, the Joint Job Evaluation Committee described therein shall continue in existence following the installation of the Job Evaluation Programme and until the investigation and determination of the appeals and arbitration proceedings lodged under Section 7 of this Memorandum of Implementation is completed by the Joint Job Evaluation Committee, and the outcome of each finally installed. The Union members on the Joint Job Evaluation Committee being on leave of absence from time to time, with pay, shall retain all their rights under the Collective Agreement being retained.
  - b) Following the completion of the Job Evaluation Implementation, including the final disposition of all appeals resulting from installation of the Job Evaluation Programme, the Union members of the Joint Job Evaluation Committee shall continue on leave of absence with pay, and with all their rights of the Collective Agreement for such duration of time as is necessary to discharge the Unions' responsibility under the Job Evaluation Manual of Procedures.
7.
  - a) Within twenty five working (25) days of the receipt of their job rating and all necessary forms and documents following the ratification of the Job Evaluation Programme, employees who disagree with the rating that has been established for the job in which they are classified, or Department Heads who disagree with a rating that has been established for a job classification may lodge an appeal with the Joint Job Evaluation Committee, requesting a review of the rating of the job. The appeal shall state in writing the reason(s), why the incumbent(s) or Department Head(s) disagree with the rating of the job.
  - b) Each appeal shall be submitted to the Human Resources Division in writing on an official appeal form agreed to by the Joint Job Evaluation Committee. Human Resources shall forward the appeal to the Committee for review and the affected employee(s) or department head(s) shall be notified of such appeal in writing. The appeal reply shall be made in writing on an official appeal decision form agreed to by the Joint Job Evaluation Committee.
  - c) The decision of the Joint Job Evaluation Committee on an appeal shall be communicated to both the incumbents and Department Head(s) in writing.
  - d) The decision of the Joint Job Evaluation Committee, on an appeal, shall be considered final and binding upon the parties and the employee concerned without further recourse.

- e) The Union shall have made available to it, a Master Rating Sheet, for each unit, which in turn will be made available to persons submitting appeals.
  - f) A position that is appealed (in accordance with 7a)) shall not have its existing wage rate adjusted until the appeal decision has been made by the Joint Job Evaluation Committee. A wage rate adjustment that may result from an appeal shall be made effective January 1, 1991.
8. Any mathematical or clerical errors made in the preparation, the establishment or the application of the job descriptions, job rating wage grades or wage rates which are not otherwise in dispute shall be corrected to conform to the provisions of this Memorandum.

**SCHEDULE 2 (b)**

**Manual of Procedures**

for

**OUTSIDE & OFFICE and PROFESSIONAL & TECHNICAL BARGAINING UNITS**

---

This Manual of Procedures is supplemental to and forms part of the current Collective Agreement.

ARTICLE 1 - PURPOSE

In accordance with the Matter of Agreement between the parties dated February 15, 1991 on the implementation of a Joint Job Evaluation Programme, this Manual of Procedures is established recognizing the Job Evaluation Programme agreed to and providing an ongoing maintenance program consistent with the original agreement. Specifically, for the purpose of providing and maintaining the basis of an equitable wage structure and providing the method by which job descriptions and job ratings shall be maintained to meet changing conditions and work requirements.

ARTICLE 2 - DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Programme:

- |                      |   |
|----------------------|---|
| Benchmark Job        | or “Key Jobs” are a representative selection of job activities chosen from the classifications covered by the Plan. These are used as a basis for comparison and guides for maintaining relativity of rating under the rating manual. |
| Collective Agreement | The Collective Agreement currently in effect between the Corporation and the Union  |
| Employee             | An employee of the Corporation in the bargaining unit for which CUPE Local #831 is the recognized bargaining agent as defined in the Collective Agreement.  |
| Factors              | The major criteria, i.e. experience, responsibility, working conditions, etc. as set out in the Rating Manual to measure all jobs covered by this Job Evaluation Programme.   |



Factor Degrees	The actual measurement levels within each factor.
Green Circled	The wage rate an employee is receiving that is lower than the wage rate that has been established for the job in accordance with the Job Evaluation Programme.
Incumbent	An employee who has been appointed or promoted to a job. (An employee is an incumbent in one job only).
Job	A group or range of duties or tasks assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording the tasks and duties comprising a job and the required knowledge, responsibility, effort and the working conditions involved in the performance of that job, through the use of questionnaires, observation and study.
Job Description	The official record of the principle tasks and duties of a job.
Job Evaluation	The process of studying and analyzing a job to obtain detailed information about the content of the job, the preparation of a job description and the rating of the job by use of the Rating Manual to determine the relationship of the job to other jobs covered by this Job Evaluation Programme.
Job Rating	The selected degree levels, points, reasons for the rating and the total points established for a job in accordance with the Rating Manual which becomes the official rating for the job.
Joint Job Evaluation Committee	<p>The Joint Committee appointed by the parties to deal with matters relating to the rating of jobs and the designating of appropriate wage grades as governed by this Manual of Procedures and the Rating Manual. The Corporation and the Union shall each appoint four representatives to the Joint Job Evaluation Committee. Each party may elect as a representative, a consultant or advisor. The parties may designate one (1) Chief Spokesperson, however, all voting Committee members have the equal right to speak in Committee sessions. Each party shall also appoint one (1) alternate member</p> <p>The Joint Committee will require a quorum of 6 for any meetings, of which at least 3 must be Union representatives.</p>

The Joint Committee shall operate on a majority vote basis, where 6 of 8 members must agree on any factor rating, or procedural motion. Once 6 votes are achieved, consensus on the rating shall be considered to have been achieved.

Any Committee member has the right to Abstain from voting for the following reasons only:

- a) The member is an incumbent of the position under evaluation;
- b) The member believes that he/she may be too close to the position to ensure objectivity in rating;

Any Committee member who wishes to abstain because he/she believes that the position information is insufficient to submit an accurate rating, shall request that further information be obtained (from the incumbent and/or supervisor) to ensure that the rating process is not impeded.

The Union members of the Committee and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee as approved by the Director of Human Resources. These members shall continue to have all the rights and privileges of the Collective Agreement including access to the grievance procedure, promotional opportunities and salary increments to which the employee would normally be entitled, including any increase that may occur as a result of an evaluation of the job the member held prior to an appointment to the Committee. Such leave of absence shall be of sufficient duration to allow the Union to discharge its responsibilities as provided in this Manual.

Out of Schedule Rate

A wage rate paid to an employee, for a specific purpose and for a specified period of time, that is in excess of the maximum rate that is determined for the job in accordance with the Job Evaluation Programme.

Points	The numerical expression adapted for measurement of each degree within each factor.
Rating	The Rating Manual contains the basic guidelines for analyzing and evaluating the content of a job from the job information questionnaire and job description
Red Circled	The wage rate an employee is receiving that is in excess of the wage rate that has been established for the job in accordance with the Job Evaluation Programme.
Total Points	The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.
Wage Grade	The designation in the Wage Rate Schedule for a particular salary level or salary range.
Wage Grade Differential	The difference between the maximum wage rates in the Wage Rate Schedule.
Wage Grade Increments	The wage rate steps for a particular wage grade as set forth in the Wage Rate Schedule.
Wage Rate Schedule	The wage grades and levels as set forth in the Collective Agreement.

### ARTICLE 3 - FACTORS OF JOB DESCRIPTION AND RATING

- 3.1 The job description and job information questionnaire serve to record the basis from which the job is rated and, to compare and judge changes in job content which results, from time to time, from new or changed circumstances or requirements of the job.
- 3.2 The job description, job information questionnaire and the contents therein are for the purposes of rating a job and assigning the job into the proper wage grade for application of the Wage Rate Schedule.
- 3.3 A job description reflects the major duties and responsibilities required for proper evaluation and shall not be construed as a detailed description of all the work requirements inherent to the job.

3.4 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill, effort, responsibility, and working conditions involved in each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific factors which are to be determined by the Joint Job Evaluation Committee and which will be listed in the rating manual.

1. Education
2. Experience
3. Judgement
4. Consequence of Error
5. Physical Skill and Effort
6. Direction of Others
7. Contacts
8. Working Conditions
9. Safety of Others

3.5 Job ratings serve to:

- a) group jobs having relatively equivalent point values into the same grade,
- b) provide the basis from which to gauge equitable wage rate relationships between the jobs,
- c) form the foundation from which to measure changes in job content,
- d) enable the assignment of jobs into their proper wage grade in the Wage Rate Schedule.

3.6 In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this programme. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.

- 3.7 In the application of the Rating Manual the following general rules shall apply:
- a) It is the content of the job that is being analyzed, not the individual doing the job.
  - b) Jobs are to be evaluated without regard to existing wage rates.
  - c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition, the description of each factor level.
  - d) Workload is not a consideration when evaluating a job.
  - e) No interpolation of factor degrees is to be made in the use of this programme.
  - f) The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of all jobs in the bargaining unit.

#### ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

- 4.1 It is important that the Corporation maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the Programme. The Corporation shall maintain accurate job descriptions of all jobs within the Union and as new jobs are created and as responsibilities of existing jobs change, with copies forwarded to the Union.
- 4.2 Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time, as a result of a new or changed conditions, are as follows:
- a) The agreed upon job ratings for the respective job descriptions which are in effect from the effective date the Job Evaluation Programme is implemented, and any that may subsequently be agreed upon in accordance with this manual, shall continue in effect unless:
    - i) The job content is changed by the Corporation
    - ii) The job is deemed redundant by the Corporation

b) NEW JOB:

Whenever the Corporation decides to establish a new job, the following procedures shall apply:

- i) The Human Resources Division shall prepare a draft job description based on the Job Information Questionnaire, completed by the supervisor, for the new job. This detail shall be submitted to the Committee for evaluation.
- ii) In the event the Joint Committee cannot agree on the rating, a Corporation-set temporary wage rate for the new job shall be made effective until such time as agreement is achieved. The establishment of such temporary wage rate shall not serve to prejudice the Joint Committee in their continued attempts to reach agreement on the appropriate rating for the new job.
- iii) If the agreed upon rating results in a higher wage rate for the new job, retroactive pay shall be paid back to the time the position was filled at the established temporary rate.

c) CHANGED JOB CONTENT - APPEAL PROCESS

Whenever the Corporation changes a job, the Supervisor and employee shall submit a new and/or revised Job Information Questionnaire. Human Resources shall prepare a new draft job description for the job and shall submit this information to the Job Evaluation Committee for evaluation.

When an agreed upon change or accumulation of changes in the content of a job as indicated by a newly prepared job information questionnaire results in a change upwards or downwards in the wage grade of a job:

- i) The existing job description and rating of the job shall be replaced by a new job description (as approved by the incumbent and supervisor) and job rating taking into account the changes in job content and the new job description and job rating shall be deemed to have been established.
- ii) The new job shall be reassigned to the appropriate wage grade and the reassignment shall become effective from the date that the employee and supervisor sign the Job Information Questionnaire.

- d) If a change in job content results in a lower evaluation and wage grade for a job, the incumbent of such job whose existing wage rate is thus higher than the established wage rate of the changed job shall be identified as being "Red-Circled". "Red- Circled" shall be administered in accordance with the provisions to be set out in the Collective Agreement governing such matters.
- e) If a change in job content results in a higher evaluation and wage grade for a job, the incumbent of such job whose existing wage grade is thus below the established wage rate of the changed job shall be identified as being "Green-Circled".
- f) The Corporation shall notify the Union in writing within thirty (30) calendar days of any change in the identification details of a job, i.e. department, job title, wage grade.
- g) If the Corporation decides a job classification is dormant or redundant, the Union shall be notified, in writing, within thirty (30) calendar days of such decision. If a job classification is declared redundant, the decision to remove the job classification from the Collective Agreement shall be made during the subsequent negotiation period.
- h) In the event an out-of-schedule rate for a job classification is introduced by the Corporation the Union shall be notified and it shall continue in effect until the Corporation decides that the conditions which gave rise to it no longer exists. After 90 calendar days notice, the wage rate for the job classification shall be the evaluated rate. All employees to whom this clause is applicable shall be notified accordingly.

#### ARTICLE 5 - DESCRIBING AND RATING A JOB

5.1 The procedure for describing a job shall be as follows:

- a) The Human Resources Division shall prepare a job description in accordance with the requirements of this manual from the information provided in the questionnaire supplied to and completed by each incumbent. Where information is not available, the Human Resources Division will determine the means by which such information shall be obtained.
- b) Copies of the draft job description will be forwarded to the incumbent(s) and supervisor for their review and comment. The incumbent and/or supervisor shall indicate concurrence, or suggest changes then return the draft job description and any changes to the Human Resources Division.

- c) The substance of any comments on the draft job description shall be considered, investigated and analyzed and if such comments warrant, a revised job description shall be prepared.
- d) The supervisor and incumbent will be given the opportunity of reviewing and commenting, as is necessary, on the revised draft job description. When agreement is reached this job description and the Job Information Questionnaire will be used to evaluate the job by the Joint Committee.
- e) If there is still disagreement by either the incumbent(s) or the supervisor concerning the responsibilities/duties of the job as described in the draft job description, the Joint Committee may interview the incumbent and supervisor. If agreement is still not achieved, the respective Department Head shall make final determination for the disposition of the disagreement, after duly considering the recommendations of the Committee.
- f) Once final determination has been made, the draft job description shall be signed by the incumbent and supervisor and shall be recognized by the parties as the official job description.

5.2 The procedure for rating a job shall be as follows:

- a) The Joint Committee shall attempt to reach agreement on the rating of the job based on the procedures outlined on page 65. If agreement is so reached, the rating of the job shall be confirmed in writing and signed by the Union's and Corporation's representatives on the Joint Committee and shall be recognized by the parties as the official rating for the job.
- b) If the incumbent(s) and/or department head(s) of the job disagree with the job rating, an appeal may be lodged by the incumbent(s) and/or department head(s) with the Joint Committee within twenty-five (25) working days of the receipt of the job rating. Appeal forms and procedures will be provided to the incumbent(s) and/or department head(s) by the Human Resources Division. The appeal shall state, in writing, the reason or reasons why the incumbent(s) and/or department head(s) disagree(s) with the rating of the job. Appeal forms, approved by the Joint Committee will be provided to the incumbents and/or department head(s) by the Human Resources Division. Upon completion of the appeal forms, the incumbent(s) and/or department head(s) shall return the appeal form to Human Resources for submission to the Joint Committee. Human Resources shall forward the appeal to the Committee for review and the affected employee(s) or department head(s) shall be notified of such appeal in writing.



- c) The Joint Committee shall consider the appeal and inform the incumbent(s) and/or department head(s) of their decision on the appeal. Such appeal decision shall be made in writing on the official appeal decision form. Such decision shall be considered final and binding upon the parties and the employee(s) affected.

5.3 In the event the Committee is unable to agree upon the rating for a job, the following procedure shall apply:

- a) The Corporation shall apply a temporary rating for the job
- b) The Corporation shall provide the Union with a copy of the job description and such temporary rating.
- c) The Union within thirty (30) calendar days following receipt of the copy of the job description and such temporary rating, may lodge a grievance with the Corporation at the 3rd step of the Grievance Procedure in the Collective Agreement. Such grievance shall state the Union's particular reasons for disagreeing with the temporary rating of the job and state, what, in the Union's opinion, is the correct rating and rating level, the particular reason for such rating and the numerical point values of any disputed factors.
- d) In the event the parties do not resolve the matter in dispute at the 3rd step of the Grievance Procedure, the Union may submit the matter to arbitration in accordance with the provisions of the Grievance Procedure in the Collective Agreement.
- e) All relevant job evaluation documentation shall be available for presentation as evidence at the arbitration hearing.

#### ARTICLE 6 - APPLYING THE JOB EVALUATION AND RATING

6.1 The job descriptions and ratings determined in accordance with this Manual(s) of Procedures, the Rating Manual(s) and such Manual(s) as may be developed and agreed to by the parties will determine the assignment of each job covered by this Programme to appropriate wage grades according to provisions to be set out in the Collective Agreement governing such matters.

The current Collective Agreement establishes the wage schedule for the wage grades and sets forth the necessary provisions to enable application of the wage schedule to each job and the appropriate wage rate to each employee in the bargaining unit.

**APPENDIX 1 – COMPRESSED WORK WEEK**  
**Compressed Work Week**

The Corporation of the City of Brampton supports the concept of Compressed Work Week for all full-time employees where operationally feasible.

The implementation of Compressed Work Week arrangements must be consistent with the Corporation's commitment to deliver quality customer service to its citizens, and to maintain internal service levels within and across departments. In some situations, the quality of service will be enhanced by extended hours of operation to the public. The request for the Compressed Work Week arrangements shall be initiated by the employee. The **Division** Head will make the final determination as to the feasibility of the Compressed Work Week arrangement request.

The following terms and conditions regarding the revised regular hours of work will apply:

- 1) For employees participating in one-week compressed work week arrangements, the employees' regular hours will be thirty-five (35) hours or forty (40) hours, depending on their regular weekly hours, in four (4) working days with one (1) day off every week as specified in the individual Participation Agreements. Hours will be staggered amongst employees to provide full time staff coverage Monday to Friday. Overtime will be paid according to the collective agreement for time worked over and above the scheduled hours.
- 2) For employees participating in two-week compressed work week arrangements, the employees' regular hours will be seventy (70) hours or eighty (80) hours, depending on their regular weekly hours, in nine (9) working days with one (1) day off every second (2<sup>nd</sup>) week as specified in the individual Participation Agreements. Hours will be staggered amongst employees to provide full time staff coverage Monday to Friday. Overtime will be paid according to the collective agreement for time worked over and above the scheduled hours.
- 3) For employees participating in three-week compressed work week arrangements, the employees' regular hours will be one hundred and five (105) hours or one hundred and twenty (120) hours, depending on their regular weekly hours, in fourteen (14) working days with one (1) day off every third (3<sup>rd</sup>) week as specified in the individual Participation Agreements. Hours will be staggered amongst employees to provide full time staff coverage Monday to Friday. Overtime will be paid according to the collective agreement for time worked over and above the scheduled hours.
- 4) Incidental short term disability (S.T.D.) of up to and including two (2) days during the two or three week cycle will not impact on the cycle. If incidental S.T.D. exceeds two (2) days, the schedule of hours under the compressed workweek will cease until the employee returns to work. The employee will resume the schedule at the same point where the employee left off, in the following cycle (i.e. retaining any accumulated compressed workweek hours).

-2-

- 5) Unscheduled days off of up to and including two (2) days; Bereavement Leave of up to and including five (5) days; and, WSIB (1st day), during the two or three week cycle will not impact on the cycle.
- 6) Paid holidays will be treated as a regular seven (7) or eight (8) hour day, depending on the employee's regular daily hours of work. Employees must make up any additional time during the cycle in order to receive a flexible day off when a statutory holiday(s) falls within that cycle. If a statutory holiday falls on a flexible day off, the employee and their supervisor will mutually agree to reschedule the day off as soon as practicable after the holiday, subject to operational requirements.
- 7) During scheduled vacation days, employees revert back to regular hours and will resume their flexible hours at the same point in the following cycle where they left off. For vacation of two (2) days or less, employees may make up the time during the two or three week cycle to maintain the flexible day off.
- 8) Employees will also revert back to regular hours during other scheduled time off work such as personal leaves of absence, training and WSIB greater than two (2) days in one cycle.
- 9) Employees on a one week cycle who miss work for any of the above reasons shall revert back to regular hours. The employee will resume the schedule at the same point where the employee left off, in the following cycle (i.e. retaining any accumulated compressed workweek hours).

The collective agreement language will govern terms and conditions of employment not delineated above.

**APPENDIX 2 – LICENSING AND CERTIFICATION**

Licensing and Certification

The Corporation will pay or reimburse the employee costs for medical exams, professional fees, licensing and certification, as authorized by the Corporation.

August 30, 2017

Letter # 1

Mr. Fabio Gazzola, President  
Canadian Union of Public Employees  
Local #831 (Professional and Technical Unit)

Dear Mr. Gazzola:

**LETTER OF UNDERSTANDING**  
**Job Security**

---

This will confirm the understanding reached between the parties concerning the practice in the eventuality that layoffs should affect members of the bargaining unit in the future. The parties agree that if during the term of the collective agreement it becomes necessary to layoff a bargaining unit member, all reasonable efforts will be made by the parties to offer suitable alternate work according to their qualifications, wherever it may exist in the Corporation. To offer suitable alternate work, job postings may be waived, a suitable trial period may be provided, or related training or retraining opportunities may be necessary.

**For the Corporation**

**For the Union**

---

Louise More  
Manager, Labour Relations

---

Fabio Gazzola  
President, CUPE, Local #831

August 30, 2017

Letter # 2

Mr. Fabio Gazzola, President  
Canadian Union of Public Employees  
Local # 831 (Professional and Technical Unit)

**LETTER OF UNDERSTANDING  
Modified/Return to Work Program**

---

It is the mutual desire of the parties to assist in the rehabilitation of disabled employees (as a result of occupational or non-occupational injury/illness) and to ensure their return to productive and meaningful employment in the workplace.

The parties will make reasonable efforts to place disabled employees in their pre-disability job. Accommodation will be considered to enable employees with disabilities to perform the essential duties of their pre-disability job.

If this is not possible, the union will be notified, and the parties will establish a Joint Return to Work Core Committee consisting of the following members:

- Department Management Representative or their designate
- President of the Local or their designate
- Human Resources Business Partner; and
- Disability Management Representative.

The Committee may be augmented by, but not limited to, the department representative of the division/section, the supervisor/manager, the divisional/section union representative and the employee.

Where the employee cannot be accommodated in their pre-disability job, the Core Committee will meet for the purpose of identifying and recommending to Management, where possible, individual case strategies for:

1. The timely and safe return of the disabled worker to the workplace.
2. The return to productive and meaningful employment in the most appropriate accommodation within the employee’s abilities and limitations.

For the Corporation

For the Union

---

Louise More  
Manager, Labour Relations

---

Fabio Gazzola  
President, CUPE, Local #831

August 30, 2017

Letter # 3

Mr. Fabio Gazzola, President  
Canadian Union of Public Employees  
Local #831 (Outside & Office and Professional & Technical Bargaining Units)

Dear Mr. Gazzola:

**LETTER OF UNDERSTANDING**  
**Personal Protective Equipment – Standards Committee**

---

As per Ontario’s Occupational Health and Safety Act (OHSA), the Parties want to ensure that workers use or wear the required personal protective equipment for their job. As such, the Corporation will continue to complete its hazard control program to identify, assess and control for hazards within jobs, which includes, but is not limited to, providing appropriate personal protective equipment, as required, and ensuring that it is properly used, worn and maintained.

To assist with this program, the Parties agree to meet to discuss the quality and standards for personal protective equipment for the CUPE Outside & Office and Professional & Technical Units. The parties will be composed of four (4) Union and four (4) Corporate members and will meet within ninety (90) days of ratification.

The Standards Committee will discuss Personal Protective Equipment as follows:

- High Visibility Jackets/Parkas
- Toques/Hats
- Seasonal gloves
- Breathing apparatus
- Rain wear
- High Visibility coveralls or overalls

The list above may be amended by mutual agreement between the Parties.

For the Corporation

For the Union

---

Louise More  
Manager, Labour Relations

---

Fabio Gazzola  
President, CUPE, Local #831

August 30, 2017

Letter #4

Mr. Fabio Gazzola, President  
Canadian Union of Public Employees  
Local # 831 (Professional and Technical Unit)

Dear Mr. Gazzola:

**LETTER OF UNDERSTANDING  
Job Postings – Temporary Bargaining Unit**

---

The Corporation acknowledges the value that its temporary workforce brings to the City and is committed to providing opportunities to all Employees.

Effective April 1, 2018, Employees in the CUPE Temporary bargaining unit who have a minimum of twelve (12) months of cumulative active service with the Corporation in a Temporary Bargaining Unit Classification, have no discipline on their employment record with the Corporation and meet the minimum qualifications for a posted vacancy in either the Outside and Office or the Professional and Technical bargaining units, will be interviewed, and if applicable tested, after the Corporation has determined that there are no qualified applicants from either the Outside and Office or the Professional and Technical bargaining units and before any external applicants are interviewed. The Employer may short list candidates from the Temporary bargaining unit based on their qualifications and experience and need not interview all candidates if a suitable candidate is identified from the short list.

In selecting a CUPE Temporary Bargaining Unit employee to fill a posted vacancy the Corporation shall consider:

- i) skills, ability, qualifications, efficiency and experience;
- ii) seniority (on a bargaining unit wide basis)

Where the factors in (i) are considered to be relatively equal, then factor (ii) shall be the determining factor.

CUPE Temporary Bargaining Unit employees who are successful in a job posting to the Outside and Office or Professional and Technical bargaining units will be considered new hires for the purposes of seniority and probationary periods. Temporary employees will not have to complete another probationary period if they are hired into the same job classification they last held as a temporary employee provided the length of the probation period was served in such job classification per Article 10.03 (a) for job classifications that are part of the CUPE Professional and Technical bargaining Unit, or Article 11.02 (a) for job classifications that are part of the CUPE Outside and Office bargaining unit.



**For the Corporation**

**For the Union**

---

**Louise More**  
**Manager, Labour Relations**

---

**Fabio Gazzola**  
**President, CUPE, Local #831**

August 30, 2017

Letter #5

Mr. Fabio Gazzola, President  
Canadian Union of Public Employees  
Local # 831 (Professional and Technical Unit)

Dear Mr. Gazzola:

**LETTER OF UNDERSTANDING  
Long Term Disability Plan (LTD)**

---

The Union is opting out of the Long Term Disability Plan as outlined in article 22 of the Outside and Office Unit and article 20 of the Professional and Technical Unit and will be replacing it with a Union sponsored plan which will cover all bargaining unit employees who are covered under the Corporation’s plan and the time of transition and will not exclude existing employees based on pre-existing condition unless they are already excluded under the Corporation’s plan.

During the employee’s absence the Corporation reserves the right to request medical verification in order to substantiate the employee’s absence from work

The parties agree to meet upon ratification in order to discuss any procedural issue that arises from the Union opting out of the Long Term Disability Plan as outlined in article 22 of the Outside and Office Unit and article 20 of the Professional and Technical Unit

The parties agree that once the Union’s Long Term Disability Plan is in place, the following articles will be amended as follow:

**Outside and Office**

**OFFICE UNIT**

**22.03 Illness/Disability Plan**

Weekly illness/disability benefits will be provided via a ~~two separate~~ benefits plans. ~~The first plan to provide~~ Coverage in the event of a legitimate claim for illness/disability will be a "Short Term Disability Plan" described below. ~~The second plan, as described below also, will provide Long Term Disability (L.T.D) benefits for legitimate claims—such L.T.D. benefits, when approved by the insurance carrier, will provide an extension of monthly benefits if an illness/disability continues on past the limitation of the Short Term Disability Plan.~~

An employee may request Union representation when discussing their short-term disability ~~or long term disability~~ claim(s) with Human Resources staff. Upon request, an

employee may review the contents of their medical file in the presence of an appropriate Human Resources staff member.

- 22.04 (a) For illnesses/disabilities that extend beyond the Short Term Disability fifteen (15) week period, a Long Term Disability (LTD) plan will be arranged by the Union.**
- (b) All members of the Office bargaining unit will be required to participate in the LTD plan and pay premium.**
- (c) Following adequate notice, in writing by the Union, the Corporation agrees to deduct monthly premiums payable for the LTD benefits from the employee over two pay periods in the month.**
- (d) All sums deducted, together with a record of those from whom deductions have been made, and the amount shall be forwarded to the Financial Secretary of Local Union 831, not later than ten (10) working days following such deduction.**
- (e) The Union shall indemnify and save the Corporation harmless with respect to all amounts deducted under this Article.**

#### **OFFICE UNIT**

##### **22.04 Long Term Disability Plan (L.T.D.)**

~~This disability benefit is an extension of the Short Term Disability Plan only. It becomes effective from the 15th week (105 calendar days) of commencement of short term disability and provides 2/3rds of an employee's salary at time of commencement of disability up to a maximum of \$6,000 per month until the employee returns to work, reaches retirement, or is deceased, whichever first occurs. Payment is not automatic and requires the employee to show proof of continuing disability. Application must be made one month prior to cessation of Short Term Disability. The monthly premium cost of this plan is fully paid for by the employee.~~

~~See details in Group Insurance booklet.~~

##### **22.05 Vacation Pay Entitlement For Employees On Extended Sick Leave and L.T.D. Benefit**

Employees who may be off work on one or more occasions on legitimate short term disability during the vacation qualifying year – January 1<sup>st</sup> to December 31<sup>st</sup> - shall be entitled to receive their full vacation pay as per Article 26.

Employees whose disability may be severe enough to **extend beyond the Short Term Disability fifteen (15) week period** ~~onto the L.T.D. plan coverage~~ during the vacation qualifying year, ~~more than fifteen (15) weeks~~, but not severe enough to be classified as a permanent disability with an indefinite unknown return to work date, shall also be entitled to their full vacation pay as per this collective agreement.

Employees who become disabled and who use up their Short Term Disability entitlement ~~and subsequently qualify for L.T.D. benefit~~ **and continue to be disabled** will receive

their appropriate vacation pay credits for the period commencing with the previous January 1st and up to the expiration date of the short term disability period which precedes the L.T.D. benefits for the permanent disability. Thereafter, vacation pay as such is discontinued. ~~The disabled employee is receiving the appropriate L.T.D. monthly benefit which provides income coverage for the entire year.~~

## **Professional and Technical**

### 20.01 Illness/Disability Plan

Weekly illness/disability benefits will be provided via a ~~two separate~~ benefits plans. ~~The first plan to provide~~ Coverage in the event of a legitimate claim for illness/disability will be a "Short Term Disability Plan" described below. ~~The second plan, as described below also, will provide Long Term Disability (L.T.D) benefits for legitimate claims — such L.T.D. benefits, when approved by the insurance carrier, will provide an extension of monthly benefits if an illness/disability continues on past the limitation of the Short Term Disability Plan.~~

An employee may request Union representation when discussing their short-term disability ~~or long term disability~~ claim(s) with Human Resources staff. Upon request, an employee may review the contents of their medical file in the presence of an appropriate Human Resources staff member.

### **20.02 (a) For illnesses/disabilities that extend beyond the Short Term Disability fifteen (15) week period, a Long Term Disability (LTD) plan will be arranged by the Union.**

**(b) All employees will be required to participate in the LTD plan and pay premium.**

**(c) Following adequate notice, in writing by the Union, the Corporation agrees to deduct monthly premiums payable for the LTD benefits from the employee over two pay periods in the month.**

**(d) All sums deducted, together with a record of those from whom deductions have been made, and the amount shall be forwarded to the Financial Secretary of Local Union 831, not later than ten (10) working days following such deduction.**

**(e) The Union shall indemnify and save the Corporation harmless with respect to all amounts deducted under this Article.**

### ~~20.01 b) — Long Term Disability Plan (L.T.D.)~~

~~This disability benefit is an extension of the Short Term Disability Plan only. It becomes effective from the 15th week (105 calendar days) of commencement of short term disability and provides 2/3rds of an employee's salary at time of commencement of disability up to a maximum of \$6,000 per month until the employee returns to work, reaches retirement, or is deceased, whichever first occurs. Payment is not automatic and~~

~~requires the employee to show proof of continuing disability. Application must be made one month prior to cessation of Short Term Disability. The monthly premium cost of this plan is fully paid for by the employee.~~

~~See details in Group Insurance booklet.~~

### 20.03 Vacation Pay Entitlement For Employees On Extended Sick leave and L.T.D. Benefit

Employees who may be off work on one or more occasions on legitimate short term disability during the vacation qualifying year – January 1<sup>st</sup> to December 31<sup>st</sup> - shall be entitled to receive their full vacation pay as per Article 18.

Employees whose disability may be severe enough to **extend beyond the Short Term Disability fifteen (15) week period** ~~onto the L.T.D. plan coverage~~ during the vacation qualifying year, ~~more than fifteen (15) weeks,~~ but not severe enough to be classified as a permanent disability with an indefinite unknown return to work date, shall also be entitled to their full vacation pay as per this collective agreement.

Employees who become disabled and who use up their Short Term Disability entitlement ~~and subsequently qualify for L.T.D. benefit~~ **and continue to be disabled** will receive their appropriate vacation pay credits for the period commencing with the previous January 1st and up to the expiration date of the short term disability period ~~which precedes the L.T.D. benefits~~ for the permanent disability. Thereafter, vacation pay as such is discontinued. ~~The disabled employee is receiving the appropriate L.T.D. monthly benefit which provides income coverage for the entire year.~~

For the Corporation

For the Union

---

Louise More  
Manager, Labour Relations

---

Fabio Gazzola  
President, CUPE, Local #831