
2021- 2023
COLLECTIVE AGREEMENT

between

**The Corporation of the City of
Woodstock**



and

**The Canadian Union of Public
Employees**



Local 1146 – INSIDE & Part-Time Units

Expires December 31, 2023

2021 - 2023 AGREEMENT

Entered into Between

The Corporation of the City of Woodstock

and

The Canadian Union of Public Employees

Local 1146 – Inside and Part-Time Units

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AGREEMENT made this 10th day of December 2021.

BETWEEN:

The Municipal Corporation of the City of Woodstock
(hereinafter referred to as the "City")

of the first part

- and -

The Canadian Union of Public Employees, Local 1146 - Inside Unit and Part-Time
(hereinafter referred to as the "Union")

of the second part

Article 1 – Purpose

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

Article 2 – Recognition

- 2.1 The City agrees to recognize the Union as the bargaining agent for all full-time and part-time employees of the City, save and except the Chief Administrative Officer, and all employees within the Human Resources Department, Director of Administrative Services, City Clerk, Deputy City Clerk, Deputy Treasurer, City Engineer, Deputy City Engineer, Development Engineer, **Asset Management Analyst, Asset Management Accountant, Accounting Coordinator**, Development Commissioner, Design and Construction Engineer, Mechanic Supervisor, Water Distribution Supervisor, Works Superintendent **Director of Public Works**, Development Officer, Art Gallery **Director/Curator**, Supervisor of Parks, Supervisor of Aquatic and Recreation, **Supervisor of Recreation Programs & Sponsorships, Manager of Facility Operations Cowan Park Sportsplex**, Maintenance Supervisor, Crossing Guard Supervisor, Fire Chief, Deputy Fire Chief, Engineering Office Supervisor, Senior Administrative Assistant to the Mayor and CAO, Senior Administrative Assistant to the Development Commissioner, Facilities Operations Manager, Senior Accountant, Manager of Buildings & Facilities, **Deputy Chief Building Official**, Director of Parks and Recreation, Transit Supervisor, all employees within the Information Technology Department, Communications and Special Events Manager, Manager of Culture & Museum Curator and as well as any **persons for whom any trade union held bargaining rights**.
- 2.2 This collective agreement does not apply to Grant employees, Casual Part-time employees or Temporary employees.

Article 3 – Relationship

- 3.1 The City and Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced by reason of age, disability, race, creed, colour, national origin,

political or religious affiliation, sex or sexual orientation, or by reason of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization.

The City of Woodstock's Violence and Harassment Policy defines harassment and recommends a course of action for people to follow to seek a resolution to their concerns. The use of abusive language or actions, whether or not they originate from or are directed toward any fellow employee will not be tolerated.

It is understood and agreed that it is preferred that the procedure outlined in the Harassment Policy be followed first, but also that harassment complaints are eligible to be processed as grievances and/or Human Rights' complaints under this agreement.

- 3.2 All employees agree to give their best efforts at all times to the performance of their work and will not in any circumstances deliberately delay, shirk or cause delay to any work through petty grievances, but will carry on with their work while their grievance is being investigated. The City agrees that no employee shall be discriminated against by reason of his filing or processing a grievance under this Agreement.
- 3.3 The City agrees to allow the Union to hold its regular monthly meeting on City premises without charge, if date is agreeable to both City and Union.

Article 4 – Management Rights

- 4.1 The Union acknowledges that it is the exclusive function of the City to hire, promote, demote, transfer, classify and suspend employees and also the right of the City to discipline or discharge any employee for just cause, provided any claim brought forward by an employee, who has acquired seniority, who has been discharged, suspended or disciplined without reasonable and just cause may be the subject of a grievance and dealt with as provided within this collective agreement.
- 4.2 The Union further recognizes the right of the City to manage the affairs of the Departments in all respects. The location of the operations, the directions of the working forces, methods, processes and means of work used, the schedules of operation, the right to decide on the number of employees needed by the City at any time, the right to use improved methods, machinery, and equipment and jurisdiction over all operations, buildings, machinery, tools and equipment, are solely and exclusively the responsibility of the City. The City also has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but when new rules and regulations are made or altered, the City will cause same to be duly posted on the bulletin board over the signature of the Chief Administrative Officer or designate.
- 4.3 It is understood and agreed that such functions shall not be exercised in a manner inconsistent with the provisions of this Agreement.

Article 5 – Deduction of Union Dues

- 5.1 All persons employed by the City and covered under the terms of this Agreement shall be required to pay regular monthly union dues or an amount equivalent commencing as of the expiration of one (1) calendar month of employment. The City agrees to deduct said union dues from the first pay in each month on written authority from each employee. The City also agrees to obtain this authority before an employee is hired.

- 5.2 All sums deducted from the salary of employees shall be paid over to the Treasurer of the Union, accompanied by a list of names showing from whom deductions were made. Such list will include the total number of regular hours and total regular earnings of such Unit. The Union shall be responsible for keeping the City informed as to the name and address of the person to whom union dues are to be sent as well as the amount of such dues to be deducted from employees.
- 5.3 The amount of the union dues to be deducted shall be such a sum as may from time to time be assessed by the Union upon its members according to its constitution or by-laws with the exception of special assessments

Article 6 – Representation

- 6.1 The Union shall give notice in writing to the Corporation of all present and newly elected officers, committee members, stewards, and any other official of the Union and from time to time keep the Corporation posted of any change in their elected officials.

6.2 Negotiating Committee

The Union shall select a Negotiation Committee of a total of not more than **five (5), with two (2) alternates**, including the Unit Chairperson, with whom the Corporation will deal in respect to proposals for the renewal or modification of this Agreement.

6.3 Grievance Committee

A Union Committee of two (2) members shall be appointed and the Union will advise the Employer of the names of the members representing the Union at the Grievance Committee.

6.4 Labour Management Committee

The Corporation and Union may each appoint not more than three (3) members of a Labour Management Committee. It is understood that this Committee is not for the purpose of hearing or discussing grievances, but rather to consider matters of mutual concern pertaining to this agreement, improvement in working conditions, morale, safety, as well as to discuss suggestions that may reduce costs or increase the efficiency of operations, the promotion of educational, welfare and vocational activities.

A meeting may be requested by either party and a minimum of four meetings per year may be held at a time and place mutually agreed upon. The request shall be made in writing by either party through a Department Head or designate, or the Local Union Unit Chairperson or designate. Agenda items may be submitted by either party prior to the scheduled meeting. It is agreed that either party may have the assistance of the National Representative and/or another Management employee at Labour Management Committee meetings.

Minutes, if taken at any Labour Management meeting are to be signed by both parties to form the official record of the meeting.

- 6.5 The Union agrees that neither it nor its members will engage in union activities during working hours. The foregoing shall not apply to the processing of a grievance in any Department where the approval of the Department Head has first been obtained. One Steward and one member of the Union Executive shall be allowed reasonable time during working hours to investigate

grievances provided approvals are obtained as previously outlined in this section, subject to the right of the City to limit such time if it deems to be excessive. Where the City requires a meeting with members of the Union during working hours for negotiation or handling of grievances, representatives of the Union will not suffer any loss in salary.

- 6.6 The Union shall have the right at any time to have the assistance of a Representative of The Canadian Union of Public Employees when dealing or negotiating with the City.
- 6.7 All correspondence between the parties arising out of this Agreement or incidental thereto, save and except with reference to employee grievance, shall pass to and from the Manager of Human Resources or designate and the Secretary of the Union except information exchanged under the terms of Article 5.
- 6.8 Employees who are requested to attend a meeting with the Employer be accompanied and represented by a Steward or Union Officer, if so desired, where the Employer has determined that the Employee will be disciplined at the meeting.

Article 7 – Grievance Procedure

- 7.1 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
 - a) When an employee has a complaint or grievance, he will discuss the matter with his immediate supervisor after the circumstances giving rise to the complaint occurred or the employee became aware of a complaint but prior to filing a written grievance at Step 1. A Union steward may be present at such meeting if the employee so desires.
- 7.2 No grievance shall be considered where the circumstances giving rise to it occurred or became known to the person involved more than five (5) working days before the filing of the grievance. Working days means Monday to Friday.
 - a) In the event an employee, who has attained seniority is suspended and the employee feels an injustice has been done, the matter may be taken up at Step 3 of the Grievance Procedure. Notification of such suspension shall be sent to the Union.
 - b) All verbal warnings shall be confirmed in writing and a copy of all such warnings, suspensions and discharges shall be sent to the Secretary of the Union with a copy to the Unit Chairperson and the assigned National Representative.
- 7.3 Grievances shall be adjusted as follows:

Policy grievances, interpretation of language, suspension and termination grievances shall bypass Step 1 and Step 2 of this procedure.

Step 1: The aggrieved employee shall present the grievance in writing to the immediate Supervisor. In the event the immediate supervisor and the Department Head are the same, the Grievance Procedure will start at Step 2. The employee shall have the assistance of his Steward if he so desires. If a settlement satisfactory to the employee concerned is not reached within three (3) working days, the grievance may be presented as follows at any time within three (3) working days thereafter.

Step 2: The aggrieved employee may present his grievance in writing to the Department Head. He shall have the assistance of his Steward if he so desires. A meeting of the parties shall

take place within three (3) working days of receipt of the grievance. If a settlement satisfactory to the employee concerned is not reached within three (3) working days, the grievance may be presented as follows at any time within three (3) working days thereafter.

Step 3: The aggrieved employee and/or his Union Grievance Committee may present his grievance in writing to the Chief Administrative Officer or his delegate. He may also have the assistance of a National Representative of the Union if he so desires. A meeting of the parties shall take place within three (3) working days of receipt of the grievance. The decision of the Chief Administrative Officer or his delegate shall be given within three (3) working days after the time the matter is presented to him.

7.4 If the decision of the Chief Administrative Officer is not satisfactory to the aggrieved employee, and if the grievance is one which concerns the interpretation of an alleged violation of this Agreement, the grievance may be referred by either party to arbitration as provided in Article 8 at any time within five (5) working days after the decision of the Chief Administrative Officer has been communicated to the aggrieved employee and to the Union.

7.5 All grievances and replies to grievances shall be in writing.

7.6 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the appropriate Department Head within five (5) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provision of this Article shall then apply with respect to the processing of such grievance.

Policy Grievance

Any dispute which concerns the interpretation or alleged violation of this Agreement and which involved the interest of the employees as a whole may be taken up by the Union as a policy grievance and processed in accordance with the grievance procedure if written statement of such grievance is lodged with the Chief Administrative Officer within five (5) working days after the circumstances giving rise to the grievance became known to the Union. All preliminary steps of the Grievance Procedure prior to Step 3 will be omitted in such cases.

Management Grievance

It is understood that the City may at any time request a meeting with the Grievance Committee and a National Representative of the Union to discuss any complaint with respect to the conduct of the Union, its officers or members, in its relationships with the City and that if such complaint by the City is not settled to the mutual satisfaction of the conferring parties it shall be treated as a grievance and may be referred to arbitration for determination in the same way to the same extent as the grievance of the employee. It is agreed that no grievance shall be considered where the circumstances giving rise to it occurred, originated or became known to the persons involved more than five (5) working days before the filing of the grievance.

Reprimands (verbal and/or written warnings) placed on an employee's record will be removed after twenty-four (24) months from the date of the occurrence provided that no further disciplinary action has been filed in the 24 month period.

Disciplinary action resulting in suspension placed on an employee's record will be removed after thirty-six (36) months from the date of the occurrence provided that no further disciplinary action has been filed in the 36 month period.

Article 8 – Arbitration

- 8.1 It is agreed by the parties hereto that any difference of opinion related to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure may be settled by arbitration as defined in the Collective Agreement.
- 8.2 The time limits fixed in Article 7 may be extended by consent of both parties to this Agreement.
- 8.3 The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the preceding, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievances(s) and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.
- a) A request to utilize the services of a mediator must be submitted by either party within five (5) working days of the response at Step No. 3.
 - b) Mediation will be attended by a maximum of three (3) representatives of the Union and three (3) representatives of the Employer. It is understood that the grievor is also entitled to be present at mediation.
 - c) Any concessions, discussions or offers to settle the grievance which occur during mediation are without prejudice to each party's position at arbitration.
 - d) Time spent during regular working hours at mediation shall be paid at the employee's regular rate of pay.
 - e) Grievances not resolved at mediation may be forwarded to arbitration in accordance with 8.1 above.
- 8.4 In selecting an Arbitrator, other than using the expedited procedure allowed for under the Ontario Labour Relations Act, the referring party will put forward suggested names for the other party's consideration in accordance with Article 7. Upon receipt of the written referral, the responding party shall have a maximum of ten (10) working days from the date of referral, to respond in writing. Failure to respond within ten (10) working days will result in the referring party having the authority to make the final selection of an Arbitrator and issue the necessary invitation.
- 8.5 The decision of the Arbitrator, or Board of Arbitration, shall be binding on both parties. The Arbitrator shall not have the power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement, as to the meaning of the decision.
- 8.6 Each of the parties to this Agreement will jointly bear the expenses of the Arbitrator.

Article 9 – Discipline and Discharge

- 9.1 In the event of an employee who has attained seniority being disciplined or discharged from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- a) All such cases shall be taken up within six (6) working days and disposed of within ten (10) working days of the date the employee is notified of his discharge either personally or by registered mail, except where a case is taken to arbitration.
 - b) The Union shall be notified of such discharge and the City shall furnish with notification a statement of the reasons for such discharge. A claim by an employee who has attained seniority that he has been unjustly discharged from employment shall be treated as a grievance if a written statement of such grievance is lodged with the Chief Administrative Officer within three (3) working days after the employee is notified of his discharge. All preliminary steps of the Grievance Procedure prior to Step 3 shall be omitted in such cases.
 - c) Whether the Employer meets with an employee who is to be suspended or discharged or not, the Employer shall advise the unit Chairperson and employee in writing within one (1) working day (24) hours of the disciplinary action and the reason therefore.
 - d) Such special grievance may be settled by confirming the City's action in dismissing the employee, or by reinstating the employee in his former position with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.
 - e) When situations arise that may result in discipline or discharge, the employer will provide notification to the Union and the employee, that an investigation has been initiated within ten (10) days of the incident being brought to management's attention.
- 9.2 All employees shall have the right to obtain access to his/her personnel file before or after his/her shift, or during breaks and lunch periods, with the immediate supervisor's permission, upon reasonable notice and within normal Human Resource working hours. No employee file shall be removed from Human Resources and such file will be reviewed by an employee only in the presence of Human Resource staff. Copies of file material requested by the employee will be supplied to the employee at City cost, as soon as reasonably possible.

Article 10 – Probationary Period – Full-time Employees

- 10.1 Any new full-time employee shall be considered probationary for three (3) calendar months. If deemed necessary by the Department Head and by mutual agreement between the parties to this Agreement, the probationary period may be extended a further period of up to three (3) calendar months.
- a) Where a probationary full-time employee is promoted or transferred to another position within thirty (30) working days of employment, pursuant to the provisions of Articles 11 and 12, the full-time employee will be placed on probation for an additional period of three (3) consecutive calendar months beginning on the date of such transfer or promotion.

- b) The probationary full-time employee will have no seniority or grievance rights during that period, and the discharge of such probationary full-time employee shall be at the sole discretion of the City. After successful completion of the probationary period, seniority shall date back to the day on which employment began.

10.2 Probationary Period – Part-time Employees

When a new part-time employee is hired, the part-time employee shall be placed on probation until the part-time employee has worked **four hundred and fifty (450)** hours or six (6) months, whichever is lesser. On successful completion of this period, the part-time employee shall be placed on the seniority list and credited with seniority from the date of employment.

- a) The probationary part-time employee will have no seniority or grievance rights during that period. The discharge of such probationary part-time employee shall be at the sole discretion of the City.

- b) Seniority will be calculated from the last date of hire.

10.3 Upon completion of an employee's probationary period the Employer will issue a letter to the employee stating the beginning and end of the probationary period and the starting date of the employee's seniority with a copy to the Union Chairperson and the National Representative.

Article 11 – Job Posting – Full-time Employees

11.1 Where a vacancy occurs or a new full-time position is created, the City shall post notice of the full-time position on all bulletin boards for a minimum of ten (10) calendar days prior to filling the full-time position, in order that all members and City employees will know about the full-time position and be able to **submit an electronic** application. Subsequent to determining qualified bargaining unit employees for vacancies, other qualified City applicants will be considered.

External applicants shall not be considered until the internal hiring process has been completed and the Employer has determined the applicants from within the bargaining unit do not meet the requirements of the job vacancy.

- a) New full-time positions shall not include temporary positions nor those positions that are planned to last less than sixty (60) working days.
- b) Information on posting. The following minimum job description shall be provided: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.
- c) No outside advertising. No outside advertising for additional employees shall be made until present employees have had seven (7) working days to apply.
- d) Management will notify the Union of their decision not to post full-time vacancies within thirty (30) working days of their decision not to fill such a vacancy, with an explanation as to why the position is not being filled.
- e) Should the City determine that a temporary vacancy needs to be filled, the City may offer the temporary position to a qualified part-time employee within the bargaining unit, subject to the approval of his or her current department head.

11.2

- a) Employees temporarily transferred from Canadian Union of Public Employees, Local 1146 - Outside Unit jurisdiction to Canadian Union of Public Employees Local 1146 - Inside Unit's jurisdiction shall continue to remit union dues and accumulate seniority with the Outside Unit. However, the employees will be subject to the terms and conditions of the agreement which governs such jurisdiction, except in the case of legal strike activity, at which time the employee will revert back to the governing provisions of the collective agreement from which they came.
- b) Employees temporarily transferred from Canadian Union of Public Employees, Local 1146 - Inside Unit's jurisdiction to Canadian Union of Public Employees, Local 1146 - Outside Unit jurisdiction shall continue to remit union dues and accumulate seniority with the Inside Unit. However, the employees will be subject to the terms and conditions of the agreement which governs such jurisdiction, except in the case of legal strike activity, at which time the employee will revert back to the governing provisions of the collective agreement from which they came.
- c) When an employee is temporarily transferred or assigned and performs the principal duties of a higher classification, he shall receive the rate of pay for that classification.
- d) When an employee is temporarily transferred to a lower paying classification, the rate of pay shall not be reduced, except where such transfer is for the convenience of the employee, or to avoid layoff of the employee.
- e) In the interest of employee development and upon the request of an applicant who was interviewed but not successful in a posting, a representative of the employer who was involved in the interview process will agree to meet with the person to set out the reasons why he/she was not selected for the position.

11.3 A copy of each job posting and the posting announcing the successful applicant will be provided to the Unit Chairperson and the National Representative.

Job Postings – Part-time Employees

11.4 All part-time vacancies and new part-time positions within this bargaining unit, shall be posted on all bulletin board(s), for a period of ten (10) calendar days prior to filling, in order that all members will know about the position and be able to **submit an electronic** application. A copy of each job posting shall be sent by **email from the Deputy Clerk** to each Crossing Guard, to his or her home address registered in the Human Resources Office or hand-delivered personally to the job site.

- a) When an opening occurs for Supervisor or Maintenance, these positions shall be posted in accordance with this Article.
- b) **The following** vacancies will be simultaneously posted within the current job posting language and externally. In the case where both internal and external applications are received, internal applications will be reviewed and considered before external applications are considered.

- **Arena Attendant**
- **Skate Cruiser**
- **On-Call Crossing Guard**

- **Assistant Instructor – Aquatics**
- **Bus Washer**
- **Lifeguard**
- **Program Instructor**
- **Transit Operator – Part-time**
- **Building Technician**

c) In the interest of employee development and upon the request of an applicant who was interviewed but not successful in a posting, a representative of the employer who was involved in the interview process will agree to meet with the person to set out the reasons why he/she was not selected for the position.

11.5 In the filling of these part-time positions, the City shall, subsequent to determining there are no qualified bargaining unit employees for the vacancies, then consider other qualified City applicants.

External applicants shall not be considered until the internal hiring process has been completed and the Employer has determined the applicants from within the bargaining unit do not meet the requirements of the job vacancy.

a) Vacancies and new positions shall not include summer student positions nor those positions that are planned to last less than three (3) calendar months.

b) Information on posting. The following minimum job description shall be provided: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.

c) No outside advertising. No outside advertising for additional employees save and except for those referred to in Article 11.4 (c), shall be made until present employees have had seven (7) working days to apply.

11.6 Employees permanently transferred to the Inside Unit or Outside Unit shall have their seniority transferred solely for purposes of vacation entitlement as follows:

a) when transferred to a full-time position with a regular work week of thirty-five (35) hours per week, one (1) year service shall be equal to 1820 hours;

b) when transferred to a full-time position with a regular work week of forty (40) hours per week, one (1) year service shall be equal to 2080 hours.

c) When an employee is temporarily transferred or assigned and performs the principal duties of a higher classification, the employee shall receive the rate of pay for that classification.

d) When an employee is temporarily transferred or assigned to a lower paying classification, rate of pay shall not be reduced, except where such transfer is for the convenience of the employee, or to avoid layoff of the employee.

11.7 Full-time employees may apply for part-time job postings and part-time employees may apply for full-time job postings. In the event that a part-time employee is to apply for a full-time job posting, the part-time employee must comply with the posting requirements of Articles 11.1 and 11.2 of the collective agreement. In the event that a full-time employee applies for a part-time job posting, the full-time employee must comply with Articles 11.3 and 11.4 of the collective agreement.

11.8 A copy of each job posting and the posting announcing the successful applicant will be provided to the Unit Chairperson and the National Representative.

11.9 Temporary Employees

It is understood and agreed that the Corporation may hire temporary employees for the duration of a special project, a non-reoccurring task, or to perform work of a temporary or seasonal nature where the workload, in the judgment of the Corporation, cannot adequately be carried by the existing work force.

- a) Such temporary employees shall not be employed by the Corporation for a period in excess of six (6) calendar months. An extension of the six (6) month term may be requested by the Corporation in writing and may be extended by written agreement of the Unit Chairperson or designate within ten (10) working days and such request shall not be unreasonably withheld.
- b) In the case of replacements for full-time employees who are off work due to illness or injury, temporary employees may be retained for the duration of said illness or injury.
- c) **Temporary employees shall remain at Step 1 of the Schedule "A" Wage Schedule for the duration of their temporary employment, and will receive any annual increase during this time.**

11.10 Students

- a) "Student" shall mean a person who is registered full-time in a recognized educational institution such as a high school, college or university program.
- b) No students shall be hired if any member of the bargaining unit, who has achieved seniority, has been laid off nor shall such students be hired to displace any member of the bargaining unit who has achieved seniority.
- c) In the case of students hired for the summer months, such period of employment may not exceed five (5) months, except where such time limit has been extended by mutual agreement by both parties.

The Employer agrees to discuss co-operative student employment programs with the Union prior to any implementation and only with the agreement of both parties.

Article 12 – Promotion

12.1 In all cases of promotion and in all cases of permanent transfers within a department and in all cases of decrease or increase of working forces, the following factors shall be considered:

- a) length of continuous service
- b) skill, **and ability**
- c) qualifications

When the factors in (b) and (c) are relatively equal in the judgment of the City, which shall not be exercised in an arbitrary or unfairly discriminatory manner; factor (a) shall govern. Promotion shall mean advancement to a job that carries a higher rate of pay.

- 12.2 An employee who has been promoted pursuant to the provisions of Articles 11 and 12, will be placed on a trial period of forty (40) working days. At the end of the first twenty (20) days of familiarization with the job, the employee will be given feedback with regard to any concerns with his/her job performance. In the event that an employee proves unsatisfactory in the job during the first forty (40) working days following commencement of duties, he/she shall be returned to his/her former job and rate of pay without loss of any seniority rights. It is further agreed that any other employee(s) promoted or transferred as a result of the filling of such vacancy will be returned to his/her former job and wage rate without loss of any seniority rights.
- a) An employee whose performance is found to be unsatisfactory as described above may request, and the Employer will provide, a letter to that employee detailing the reasons why he/she has been found unsuitable for the position.
- 12.3 If an employee covered by this Agreement should be promoted to a position not subject to this Agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority he has accumulated while serving in such position.
- 12.4 The selection for appointment of employees for supervisory positions, or for any position not subject to this Agreement, is not governed by this Agreement.
- 12.5 In cases of promotion requiring higher qualifications or certification, the Corporation shall give consideration to the senior employee who does not possess the required qualifications but is preparing for qualification prior to filling the vacancy, should there not be a suitable applicant in accordance with Article 12.1.

Article 13 – Layoff, Seniority and Termination of Employment

- 13.1 The Corporation shall notify employees who are to be laid off **three (3)** calendar weeks before a scheduled layoff is to be effective. If an employee so laid off has not had the opportunity to work ten (10) full days after the notice of layoff he shall be paid in lieu of work for that part of **three (3)** calendar weeks during which work was not made available.
- a) **This language does not apply when Crossing Guards are laid off due to scheduled school closures.**
- b) **Students shall not be hired to replace any member of the bargaining unit.**
- c) In the event of a layoff, employees shall be laid off in reverse order of their seniority within their classification. Full-time employees may only displace other full-time employees and part-time employees may only displace part-time employees. In the application of seniority for purposes of layoffs of employees it is agreed that employees may be retained out of seniority, providing other senior employees do not possess the normal skills or ability to properly perform the work available. An employee about to be laid off may displace another employee within their bargaining unit with less seniority, provided that that the employee exercising the right to displace a junior employee is qualified to perform the work of that junior employee within a familiarization period defined as no more than fifteen (15) working days

13.2 Continuation of Benefits – Full-Time Employees

The Corporation agrees to pay their share of the cost of welfare benefits, set out in Article 18 hereof, with the exception of the Short and Long Term Disability Plan, for employees laid off for a period of time up to three (3) months providing the employee does not obtain other employment. In the event of a longer layoff or in the event that the employee accepts other employment the Corporation will no longer pay their share of these welfare benefits, but the employee may pay the full cost of welfare benefits set out in Article 18 hereof for a further period of twelve (12) months through the Corporation provided that the full cost of such premiums is paid on or before the first day of the month in which such premiums become due and payable, provided further that the employee retains employee status and is not employed elsewhere. The provisions of this Article shall be subject to the approval of the companies or firms presently providing welfare benefits under Article 18 of this Agreement.

- a) Short Term Disability coverage will be provided as set out in Schedule "C" attached hereto.
- b) An employee may maintain their Long Term Disability coverage during such lay-off for a period of twelve (12) months provided the employee pays full cost of such premium to the Corporation on or before the first day of the month in which such premium becomes due, provided further that the employee retains employee status and is not employed elsewhere, subject to the approval of the company providing such plan.

13.3 Full-time Employees

Seniority shall terminate and an employee shall cease to be employed by the City when an employee:

- a) is discharged and is not reinstated through the grievance procedure or arbitration;
- b) quits for any reason;
- c) fails to report for work within five (5) working days after being notified by the City by Registered Mail of recall following a layoff;
- d) is laid off for a continuous period of eighteen (18) months;
- e) fails to return to work upon the termination of an authorized leave of absence or layoff unless a reason acceptable to the City is given;
- f) is absent without leave for three (3) consecutive days unless a reason acceptable to the City is given by Registered Mail, telegram, telephone or equivalent method to the Department Head or his authorized representative.

13.4 Part-time Employees

Seniority shall terminate and an employee shall cease to be employed by the City when the employee:

- a) is discharged and is not reinstated through the grievance procedure or arbitration;

- b) quits for any reason;
- c) fails to notify the Human Resources Department within five (5) days of the date specified in letter of recall of intention to return to work, without a reason acceptable to the City.
- d) is laid-off for a continuous period of eighteen (18) months, or the employee's length of service, whichever is less.
- e) fails to return to work upon the termination of an authorized leave of absence or layoff unless a reason acceptable to the City is given;
- f) is absent without leave for more than one (1) scheduled working day unless a reason acceptable to the City is given by Registered Mail, telephone or equivalent method to the Department Head or designate.

13.5 Seniority lists shall be prepared by the City in January of each year and copies thereof shall be sent to the Union. The list shall include all of the full-time employees and part-time employees. This list will include both length of service and the service date for calculation of vacation entitlement.

13.6 Termination of employment.

Employees whose employment is terminated shall be notified by the City in accordance with The Employment Standards Act when termination of employment is to be effective. If employees whose employment has been terminated have not had the opportunity to work in accordance with the Act, the employees shall be paid in lieu of such work in accordance with the Act. All rights under this contract shall cease upon termination of employment.

13.7 The City recognizes that part-time employees are occasionally ill or for other reasons unable to perform their usual duties. When part-time employees must miss work due to illness or for other reasons, they are required to notify their supervisor prior to the absence and keep their supervisor informed as to the anticipated length of their absence.

13.8 It shall be the responsibility of the employee to notify the City of the employee's address and to so notify the City by Registered Mail.

Article 14 – Hours of Work - Full-time Employees

14.1

- a) The standard work week for full-time personnel employed in the Administrative Services Department, Engineering Department Office Staff, Drafting Room Staff, Surveying and Inspection Staff, Building and Plumbing Inspection Staff, Clerk's Department Office Staff, Fire Department Office Staff, By-Law Enforcement, **Public Works Clerk**, Cultural Department Staff and Parks and Recreation Office Staff shall consist of thirty-five (35) hours per week comprised of not more than five (5) days per week. There shall be provided a lunch period of not less than one (1) hour. The days worked per week, the times worked per day and the lunch period shall be as scheduled by each Department Head or designate.
- b) When deemed necessary, the City Engineer or his nominee may request a lunch period of not less than one-half (1/2) hour for personnel in the Engineering Department Office involved with inspection and surveying during construction.

- c) The standard work week for full-time Transit Operators shall consist of forty (40) hours per week.
- d) The standard work week for full-time Custodians at City Hall **and Culture** shall consist of forty (40) hours per week. The days worked per week and the hours worked per day shall be as scheduled by the **Department Head** or designate.
- e) The standard work week for full-time Arena employees shall consist of forty (40) hours per week comprised of five (5) days per week except, as otherwise agreed to by the City and the Union. The days worked per week, the times worked per day and the lunch period shall be as scheduled by the respective Supervisor with the approval of the Director of **Parks and Recreation** or designate. The supervisor shall make best efforts to post, in both arenas at least four (4) weeks in advance but not less than two (2) weeks, the shift schedule subject to change, caused by matters beyond the control of the City.
- f) The standard work week for full-time **Aquatics** personnel shall consist of forty (40) hours per week, comprised of five (5) days per week, except as otherwise agreed to by the City and the Union. The days worked per week, the times worked per day and the lunch period shall be as scheduled by the Supervisor of Aquatics and Recreation with the approval of the Director of Parks and Recreation.
- g) Notwithstanding Articles 14.1 e) and 14.1 f) the City may implement voluntary ten (10) hour shifts in the Arena and/or Aquatic divisions. Employees working this shift will receive their regular rate of pay and appropriate shift premium for the ten (10) hours.**

Paid holidays and sick time will be calculated based on ten (10) hours for employees while they remain on this shift. Should a Floater Holiday be taken on a scheduled ten (10) hour shift, eight (8) hours shall be used as the Floater Holiday, and the employee will determine how the remaining two (2) hours shall be recorded; using vacation, or banked lieu time.

14.2

- a) For full-time employees other than Transit Operators a fifteen (15) minute rest period shall be provided in both the morning and afternoon. The rest period shall be permitted, where necessary on a staggered basis and scheduled by each Department Head or designate.
- b) For full-time transit employees, the City will grant payment for fifteen (15) minutes, in lieu of regularly scheduled **morning** breaks, and an additional fifteen (15) minutes in lieu of regularly scheduled **afternoon** breaks. Neither of these paid periods is to be considered as part of the total hours worked for the calculation of overtime. This effectively reduces the current unpaid portion of the one hour lunch to thirty (30) minutes.
- c) Full-time transit employees shall be paid fifteen (15) minutes or permitted to accumulate the time in lieu at straight time for performing a vehicle pre-trip inspection prior to the start of the first shift of the service day. This paid period will not be considered as part of the total hours worked for the calculation of overtime.

14.3 Shift Differential - Full-time Employees

- a) Hours worked outside of the regular day shift from Monday to Friday and hours worked on the regular day shift on Saturday and Sunday will be paid at the rate of one dollar and **thirty cents (\$1.30)** per hour, effective June 19, 2015 in addition to regular rates. This does not apply to staff referred to in Clauses 14.1 (a) and (b).
- b) Effective January 1, 2011, **Custodians, Arena, and Aquatic and Recreation** employees regularly scheduled to work outside of the regular day shift on Saturday or Sunday, will be paid at the rate of one dollar twenty-nine cents (\$1.29) per hour, in addition to regular rates.

14.4 Overtime - Full-time Employees

A full-time employee who is required and authorized by his Department Head, or the person designated by the Department Head, to work in excess of the regular hours of work established in Article 14 shall be paid at the rate of:

- a) Time and one-half for all hours worked in excess of the weekly hours specified in Article 14.1;
- b) Double time for all hours worked on a Sunday with the exception of employees on a rotating schedule for whom rates will be paid at time and one-half for all hours worked on the 6th and 7th days of the schedule; and
- c) For those employees who work the "Continental Shift" and who are required to work on their scheduled day(s) off they shall be paid time and one-half for all hours worked on their first scheduled day off and they shall be paid double time for all hours worked on their second scheduled day off.
- d) Double time in addition to paid holiday pay, for all hours worked on a paid holiday,
- e) Authorization for the working of and the payment for such overtime hours must be made by the Department Head or person designated by the Department Head.
- f) For the purposes of this Article, the wage rate shall be the basic weekly rate divided by the employee's standard weekly hours of work.
- g) Notwithstanding the foregoing limitations any overtime worked up to fifteen (15) minutes beyond normal daily hours of work shall be without pay.
- h) Employees required to work more than two (2) hours or more of overtime in any day or shift will receive an \$8.50 reimbursement for meal or meal time of one (1) hour. Such time shall be granted on a staggered basis. This meal reimbursement does not apply to an employee scheduled to work overtime on a non-regular working day, unless he or she works beyond the hours of their normal full regular work day on that day. An employee entitled to a meal allowance in accordance with this provision will receive the allowance on their next regular pay and the pay stub will list the allowance as such.

- 14.5 Time off for full-time employees at overtime rates for full-time employees may be taken in lieu of pay for overtime worked when mutually agreed to by the employee and Department Head.

Employees who work a 35 hour work week may accumulate up to a maximum of **seventy (70)** hours, from January 1st to December 1st. Such accumulated overtime as of December 1st shall be paid on the last pay prior to Christmas each year.

Employees who work a 40 hour work week may accumulate up to a maximum of eighty (80) hours, from January 1st to December 1st. Such accumulated overtime as of December 1st shall be paid on the last pay prior to Christmas each year.

- i) Employees' accumulation of **seventy (70)** or eighty (80) hours of lieu overtime will not be combined with the employees' day(s) in lieu of Statutory Holidays. These are separate items and are to be recorded as such.

14.6 Call back pay - Full-time employees

An employee who is called in to work outside his standard daily hours other than for scheduled overtime work shall be paid:

- a) a minimum of two and one-half (2-1/2) hours at his overtime rate; or
- b) at his applicable overtime rate for the time worked on the call back, whichever is greater.

- 14.7 Overtime and call back time for full-time employees shall be divided equally among employees within a Department who are willing and qualified to perform the work available. The City will post on a quarterly basis those employees who have worked and/or declined overtime.

14.8 Hours of Work – Part-time employees

The hours of work for part-time employees will be as required within each Department, but shall not exceed forty-eight (48) hours in a two (2) week pay period for regular part-time employees or forty (40) hours per week for students employed during the summer school vacation period.

- a) It is agreed that in the event a summer student position is created, or becomes available within a Division, where there is a regular part-time employee holding the same position with identical duties and responsibilities, the part-time employee shall be offered the position first.
- b) Notwithstanding the above, the Employer agrees to post the positions of Full-Time Seasonal (summer) Supervisor, Children's Activity Programs and Supervisor – Water Park within the Aquatic Department for which the Regular Part-Time (R.P.T.) employees may apply.
- c) In the event the regular part-time employee accepts, such employee shall retain the status of summer student and on completion of summer student employment, the employee shall revert back to the status of regular part-time employee.
- d) **Part-time employees in the Aquatics and Recreation Division will be able to be scheduled up to forty (40) hours per week for the period beginning the first week of June up to and including the first Friday in September inclusive each year. Overtime will occur when the employee works in excess of forty (40) hours in a calendar week. These employees will continue to receive payment in lieu of benefits as per Article 18.9 (a) and vacation pay as per Article 17.7.**

Paragraphs (a) and (c) are subject to the agreement of the Union.

14.9

Call-back Shift Definition - Shifts available outside of their regularly scheduled Part-Time hours, in response to call-ins, unforeseen absences, and/or a temporarily extended, or requested service need, as determined by Management.

Eligibility – Part-time employees will be contacted (by phone or text) to fill an available shift only if they are eligible or available to work. Employees would not be eligible to receive a call if they have identified they are: unavailable, sick, vacation, working the day the vacancy occurs, or working within eleven (11) hours of when the vacant shift would begin.

- a) If a part-time employee is scheduled to work a shift of five (5) or more hours, the employee shall be granted an unpaid lunch period of not less than one-half (1/2) hour.
- b) In the event an unpaid lunch period cannot be scheduled, a paid twenty (20) minute lunch period on-site will be provided.
- c) Any part-time employee, with the exception of Transit Operators and Para-Transit Operators, who are required to work beyond two (2) continuous hours, will be granted a fifteen (15) minute rest period. In every, and all cases those part-time employees will receive one (1) fifteen (15) minute rest period during the course of their normally scheduled shift.
- d) Part time transit employees shall be paid 15 minutes at straight time for performing a vehicle pre-trip inspection prior to the start of the first shift of the service day. This paid period will not be considered as part of the total hours worked for the calculation of overtime.**
- e) For the part-time transit operators, the City will grant payment for thirty (30) minutes, in lieu of regularly scheduled breaks when working an eight hour shift. This paid period will not be considered as part of the total hours worked for the calculation of overtime. When part-time transit operators work a replacement full-time shift this reduces the current unpaid portion of the one-hour lunch to thirty (30) minutes and on Saturdays from the current unpaid portion of the two hour lunch to one hour and thirty (30) minutes.

14.10 If a part-time employee reports to work as scheduled and work is not available and the employee was not advised that work would not be available prior to reporting, the employee shall be paid for the number of hours scheduled to work or three (3) hours pay whichever is less. This will not apply where alternative work is made available to the employee.

14.11 All overtime authorized by the Department Head shall be paid to part-time employees as follows:

- a) Overtime will be deemed to have occurred when the hours worked in any one calendar week, Sunday to Saturday, exceeds the standard weekly hours of work for full-time employees set out in Clause 14.4, paragraphs (a) to (h) inclusive of the collective agreement between the City and the Union, such time shall be paid in monies at the rate of time and one-half.

- b) When an employee works beyond fifteen (15) minutes of the normal work day of full-time employees, all such time shall be considered as overtime and paid in monies at the rate of time and one-half.
- c) All employees who are called in to work on Sundays with less than 24 hours notice shall be paid double time for all hours worked on Sunday.

14.12 **Additional hours** and call back time shall be equalized where reasonable among those employees within the same Division who are willing, able and qualified to perform the work available.

14.13 The Employer agrees that when a full-time employee is going to be on an approved leave of absence for five (5) working days or more and the Employer deems it necessary to replace that employee, the available full-time schedule will be offered to qualified part-time employees in the same working unit, in order of seniority.

14.14 The Transit Supervisor or designate shall make best efforts to post at least four (4) weeks in advance but not less than two (2) weeks, the shift schedule for Part-time Transit operators subject to change, caused by matters beyond the control of the City.

Part-time Transit operators shall have the ability to schedule up to two (2) Saturdays off per calendar year to attend a special event. Such request will be granted on a first come, first served basis with no less than thirty (30) days written notice in keeping with staffing requirements as determined by the employer. **Part-time Transit operators will receive one (1) weekend off per month, where possible.**

Should an employee request and receive an additional Saturday off in accordance with the provisions above, the hours not worked will be used in the calculation of equalization.

14.15 Saturday Standby

- a) Transit employees required to stand-by on a Saturday shall receive \$62.50 for the day and effective June 19, 2015 the Saturday standby pay increases to \$70.00.
- b) For the purposes of responding to Emergency After Hours locate requests, employees in the Utility Locator, Construction Inspector and Party Chief Surveyor classifications will be required to take weekly standby on a rotating basis. Employees required to standby will receive:

\$40.00 for each standby week day. A paid holiday as defined in Article 16 and/or weekend standby shall be paid at the rate of **\$75.00** for each such day of standby.

Employees required to respond onsite to a request will receive call-back pay as per Article 14.06. If they are able to resolve the problem without visiting the site, they will receive one (1) hour of overtime pay.

Employees may voluntarily agree to take all or part of another employee's weekly standby with Deputy City Engineer approval. Other qualified employees reporting to the Deputy City Engineer may switch into the weekly rotation schedule with his/her approval.

Article 15 – Wages

- 15.1 The City agrees to pay and the employees agree to accept the hourly wages set out in Schedule “A” attached hereto.
- 15.2 The parties agree to conduct job evaluation according to a mutually agreed process outlined in the “Job Evaluation Manual - For Purposes of Maintaining Pay Equity and Internal Equity” (the Manual). The Manual is outside of the collective agreement and the collective bargaining process; however, the parties may, from time to time, agree to amendments to the maintenance process.

It is further agreed that, in the event that the parties are unable to reach agreement on the appropriate classification of a job after exhausting the dispute resolution process contained in the Manual, the job evaluation matter will be settled by arbitration as defined in the Ontario Labour Relations Act. The parties will share equally in the fees and expenses of the arbitrator, and agree that the arbitration decision is final and binding.

Article 16 – Paid Holidays

- 16.1 The City shall recognize the following as paid holidays for its full-time employees:

New Year’s Day	Canada Day	Christmas Eve Day
Family Day	Civic Holiday	Christmas Day
Good Friday	Labour Day	Boxing Day
Easter Monday	Remembrance Day	One Half Day New Year’s Eve Day
Victoria Day	Thanksgiving Day	Floating Holiday

- a) Except in the case of those employees who work a shift where Saturday and/or Sunday is one of their regular work days, when any of the above holidays falls on a Saturday or a Sunday, and those days are not proclaimed as being observed on some other day, an alternative day will be given either before or after the holiday.

16.2

- a) The Floating Holiday shall be taken **as a full day** at a time mutually agreed to between the Department Head and the Employee. It shall be taken between January 1st and December 31st of each and every year or will be considered lost. New employees will not be entitled to the **Floating** Holiday until he successfully completes the probationary period.
- b) Employees terminating their employment prior to April 1st shall not be entitled to payment for the Floating Holiday if it is not taken prior to the effective date of their termination.

16.3 **A full-time employee required to work on a paid holiday as set out in Article 14 shall be paid their regular pay, plus double time for all hours worked.**

16.4 **When a paid holiday falls on the scheduled day off of a full-time employee, they shall be entitled to either:**

- **Regular pay for the holiday, OR**
- **A day off with pay in lieu of the paid holiday at a time mutually arranged between the employee and immediate Supervisor.**

16.5 Time-off in lieu of a paid holiday for full-time employees must be taken during the calendar year in which the holiday occurs. All such time accumulated at midnight on December 31st of each year will be paid on the second pay of the new year at the rate of pay on December 31st.

a) If the Corporation intends to have a program or service open in an Arena facility on a statutory holiday, it will be on a volunteer basis with regular scheduled full-time and part-time employees given first priority and then, if necessary, non-scheduled full-time in order of seniority and then non-scheduled part-time employees in order of seniority. Should the employer not be able to obtain the necessary number of staff to do the work that is available, the employer may assign the employees in the reverse order of seniority.

16.6 This Article shall apply to all full-time employees with the exception that it shall not apply to such employees who have been absent without leave or without pay on their regular day of work preceding or following the said holiday.

16.7 The City shall recognize the following as a paid holiday for its part-time employees:

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

and any other day proclaimed as a recognized public holiday by the Ontario Government.

16.8 On completion of three (3) calendar months employment regular part-time employees shall be paid time and one-half their regular rate of pay for all hours worked on a paid holiday, in addition to their regular pay.

a) When a paid holiday falls on a non-working day, the employee shall be entitled to pay in lieu of that holiday. Where the normal daily hours of work vary, payment in lieu will be the average of the daily earnings for the days worked in the four (4) weeks immediately preceding the holiday.

b) This section will not apply to an employee who was absent without leave or without pay on their scheduled regular day of work immediately preceding or following such holiday.

16.9 All employees who work on Easter Sunday shall be paid time and one-half for those hours worked.

16.10 Regular Guards shall be paid their regular rate of pay for Professional Development Days provided the Guard has attended the mandatory Workshop. Regular Crossing Guards who are required to work at a crossing impacted by a Professional Development Day shall be paid their regular rate of pay in addition to receiving pay for that Professional Development Day.

16.11 Failure to attend such Workshop will result in no pay for any Professional Development Days during the school year, except where an acceptable medical certificate has been filed with the City Clerk or such other reason that may be acceptable to the City Clerk, or designate.

16.12 Spare Guards shall be required to attend the workshop and will be paid their regular hourly rate of pay for the time spent at the workshop.

16.13 A minimum of fourteen (14) calendar days notice of the date of the Workshop shall be given.

Article 17 – Annual Vacation – Full-time Employees

17.1 For the purpose of this Article a vacation year shall be the calendar year commencing January 1 and ending December 31.

All vacation will be prorated where employees will earn one twelfth (1/12) of the annual entitlement listed below for each month worked. Employees may use vacation in advance of total earned with Supervisor approval.

Employees will receive their pro-rated vacation entitlement in January of each calendar year, following their year of hire.

Example: An employee is hired October 1st will receive 1/12 of their annual vacation entitlement for each month remaining in the year (October – December). In January of the following year (Year 2), the employee will receive 2 calendar weeks of pro-rated vacation. In January of Year (3), the employee will receive 3 calendar weeks of pro-rated vacation, even though their anniversary date is in October of that year.

Year of Hire.....maximum of 2 weeks based on total months worked
Year 2.....2 calendar weeks' vacation
Year 3 through 7.....3 calendar weeks' vacation
Year 8 through 13.....4 calendar weeks' vacation
Year 14 through 22.....5 calendar weeks' vacation
Year 23 through 29.....6 calendar weeks' vacation
After 30 years of employment....one (1) day of vacation for each additional year of service.

An employee who has been granted and taken vacation leave and terminates their employment with the City will have any vacation usage beyond their current accrued entitlement deducted from their pay.

- a) Vacation requests will be in writing and will be submitted by April 1st of each year. The approved vacation schedule will be made available to employees by May 1st.
- b) The vacation year, for the purpose of taking vacation, shall be from January 1st to December 31st, in each year. A full-time employee with more than one year's service may carry over a maximum of one-half his years accumulated vacation earnings to the following year. Subject to obtaining approval from the Chief Administrative Officer or his designate prior to December 1st in the year during which such vacation credits were earned, a full-time employee may receive permission to retain additional vacation earnings over year end for use in the following year.
- c) If a full-time employee has vacation left as of December 31st in any year in excess of one-half year's accumulated vacation earnings and has not received approval to carry this over to the next year, the excess vacation days will be considered lost and shall be removed from the employee's vacation schedule.

17.2 An employee's vacation period and pay shall be based on his standard work week and his regular work week remuneration, but shall not include any overtime or other

payments, except where such exclusion reduces regular vacation pay to less than provided under the Employment Standards Act.

- 17.3 When a paid holiday falls on a day of a full-time employee's scheduled vacation, he shall be entitled to an additional day of vacation provided that the necessary arrangements have been made with the Department Head prior to the commencement of the vacation period.
- 17.4 Scheduling of vacation period shall be at the discretion of the Department Head
- 17.5 No vacation time shall be lost as a result of an accident or occupational illness incurred in the performance of duty, or where an employee is off sick and being paid from the Short Term Disability Plan - STD.
- 17.6 A full-time employee leaving the service at anytime after his anniversary date before he has had his vacation shall be entitled to a proportionate payment of wages in lieu of such vacation. When a full-time employee dies, his estate shall be credited with the value of vacation credits owing to such employee, Employees leaving the service after having been employed for less than one (1) year shall receive payment in lieu of vacation in accordance with The Employment Standards Act.
- 17.7 Annual Vacation – Part-time Employees

Vacation with pay will be provided in accordance with the Employment Standards Act, payable on each pay, or when lay-off occurs.

- a) Regular part-time employees on completion of ten (10) calendar years of service will be eligible for vacation pay at the rate of six (6) percent per year, payable as set out above.
- b) Regular part-time employees on completion of twenty (20) calendar years of employment, will be eligible for vacation pay at the rate of eight (8) percent per year, payable as set out above.

Article 18 – Health and Welfare Benefits - Full-time Employees

- 18.1 The City shall pay one hundred (100) percent of the cost of premiums of the following plans for all regular employees:
- a) Private Hospital Care,
- b) Extended Health Care (10/20 Deductible) plan,
- c) \$0.35 cents Deductible Drug Plan if accepted by Druggists and mandatory generic drugs. The City will pay the cost of forms related to exceptions.
- d) Vision Care Plan - Effective **December 10, 2021 – five hundred fifty dollars (\$550.00)** every two (2) years. Coverage will also provide for the payment of one (1) annual eye examination. Laser surgery is understood to be part of the current total assigned dollar value of the two year maximum for vision care. **January 1, 2022 – six hundred fifty dollars (\$650.00) every two (2) years.**
- e) Hearing Aid Plan – **Effective January 1, 2022 - \$850.00** every three (3) years.
- f) Short and Long Term Disability Plan;

g) Manulife Financial #9, including Rider I, or equivalent Dental Plan.

4 & 5 effective the next day after the current applicable time restraints have elapsed. If there is a proposed change in any plan, it will be discussed with the Union before implemented.

h) Effective May 17, 2018 Orthodontic coverage: \$3,000.00 – lifetime maximum, 50/50 co-share.

The Corporation will provide dental improvements as follows:

Rider #4, Special Dental (Major Restorative/Crowns). In a 50/50 co-share arrangement. The City will pay **one hundred (100) percent** of the premium. Those eligible employees and their eligible dependents sixteen (16) years of age or older will be governed by a nine (9) month turnaround time limit on their next dental checkup. Those employees with eligible dependents that are less than sixteen (16) years of age maintain the six (6) month turnaround time limit for eligibility of their next dental checkup.

i) Paramedical Services – In the absence of OHIP coverage the Corporation paid coverage effective **December 10, 2021** applies from the first visit **with a no per visit limit to an annual maximum for each modality of \$600.00** per year. Effective **January 1, 2022**, the annual maximum increases to **\$700.00** per year.

j) Psychological Services – Effective **December 10, 2021** an annual combined maximum of **\$600.00**. Effective **January 1, 2022**, the annual combined maximum increases to **\$700.00**.

18.2 Group Life Insurance. It shall be a condition of employment that all regular employees of the City shall be required to join the Group Life Insurance Plan of the City for which the City will pay one hundred (100) percent of the cost of premiums. Insurance coverage shall be two (2) times an employee's basic salary and Accidental Death and Dismemberment - A.D. & D. coverage, equal to the amount of life insurance coverage provided by the City.

Pension and Retirement - Full-time Employees

18.3 Pension. It shall be a condition of employment that all regular employees covered under this agreement, shall join The Ontario Municipal Employees Retirement System on date of hire.

18.4 In the case of absence for illness, payments and continuation of health and welfare benefits as set out herein shall be as set out in Schedule "C" attached hereto, subject to the approval of the companies or firms providing such plans.

18.5 **The following language is applicable only to employees with ten (10) years of service or more.**

a) The following hospital medical insurance will be available to retirees from the date of their retirement, under OMERS. The City shall pay eighty-five (85) percent of the premium:

- Extended Health Care - including .35 Deductible Drug Plan and private hospitalization
- Vision Care and Hearing Aids

b) Such coverage will continue until age 65 or till retiree's death whichever occurs first, provided, equivalent coverage is not available through other sources and that such premiums are paid

on or before the first day of each month or in accordance with other arrangements that may be made with the City from time to time.

- c) In the event there is an improvement in a benefit set out herein, retirees already in receipt of such benefits will be eligible to receive such improvement, but, shall not be entitled to any new benefit that may be added to such coverage.
- d) At time of retirement, if a benefit set out herein is available from other sources, and such coverage ceases, the retiree may apply for such benefit through the City, provided at time of retirement the employee registered the source of such benefit with the City.
- e) Should an employee, at time of retirement, elect not to participate in a benefit, such benefit or subsequent improvements or new benefits will not be available to the retiree at any time thereafter.

18.6 Change of Carriers

The City may change carriers from time to time, provided that the benefits and conditions will at least be equivalent to those now in effect, and provided that the City provides the Union with at least sixty (60) days advance notice of the change along with the specification, coverage and conditions of benefits to be provided by the new carrier. This does not apply to any plan mandated by law.

If the Union indicates to the Corporation within thirty (30) working days of receipt of such notification that coverage of any carrier is not equivalent to that required by the collective agreement, the concern shall be referred first to a meeting of the parties prior to such dispute being referred to Article 7 Step 3 (CAO).

18.7 F/T Employees Working Past Age 65

Regular full-time employees who continue to work in their current position past the age of 65 are eligible to receive:

- a) Extended Health and dental benefits as listed in Article 18.1, with the exception of LTD which is not provided.
- b) Group Life Insurance as in Article 18.2
- c) OMERS contributions are in accordance with OMERS legislation
- d) WSIB benefits are in accordance with WSIB legislation

18.8 Health and Welfare Benefits – Part-time Employees

Part-time employees covered under this agreement shall be given the option to join Ontario Municipal Employees Retirement System – OMERS Pension Plan if, in each of the two (2) consecutive calendar years immediately prior to the year membership is elected, the part-time employee has:

- a) earned at least thirty-five (35) per cent of the Year's Maximum Pensionable Earnings under the Canada Pension Plan; or
- b) has worked seven hundred (700) hours.

Membership shall be governed by the provision of the *OMERS Act* and amendments thereto.

18.9

- a) Part-time employees (other than students employed during the summer vacation period or during a co-op work program) shall receive, in addition to their regular straight time hourly rate, a twelve and a quarter percent (12.25%) add on payment in lieu of all health and welfare benefits and sick days which are paid to full-time employees, except the optional OMERS coverage for eligible part-time employees. It is understood and agreed that this add on payment will not be included for the purpose of computing any premium or overtime payments.
- b) It is understood that the employer may post a temporary vacancy due to a full-time employee being off longer than 17 weeks. Where a permanent part-time employee is the successful applicant the employee shall be entitled to the following; Health and Welfare benefits pursuant to the following Articles: 18.1 (a),(b),(c),(d),(e),(g),(h),(i), 18.2 and 18.3.

While in this position the employee will not receive the part-time benefit described in 18.09(a). When they return to their permanent part-time position the Health and Welfare benefits will end and they will receive the part-time benefit described in 18.09(a) less the value of the continuing OMERS contribution.

18.10 P/T Employees Working Past Age 65

Part-time employees who continue to work in their part-time position past age 65 will continue to receive Pay in Lieu of benefits as outlined in Article 18.9

Article 19 – Sick Leave

19.01 All full-time employees covered under this Agreement shall receive Short and Long Term Disability Protection as set out in Schedule "C" attached hereto and forming part of this Agreement.

19.02 Part-time employees shall not receive Short Term or Long Term Disability Protection.

Article 20 – Workers' Compensation

20.01 Employees off duty as a result of an accident incurred in the performance of their duties shall be provided with hospitalization and medical care as provided by *The Workplace Safety and Insurance Act of Ontario*. While an employee is off work, and receives WSIB Benefits or Insurance at less than regular full pay the employee shall be paid as provided in Schedule "C" attached hereto.

Article 21 – Clothing and Equipment

21.1 The following employees named herein shall receive **the clothing and equipment entitlements below.** ~~and must wear at work the following clothing.~~

One (1) full uniform compliment shall be made available to employees at the time of hire. All remaining uniform clothing item entitlements shall be requested by the employee and issued upon successful completion of their probationary period.

Replacement items shall be issued on an as needed basis, at the discretion of the Supervisor/Department Head. Replacement requests will not be unreasonably denied, except where the employee has misused clothing articles or equipment, which shall be replaced at the employee's cost.

All equipment and clothing is to be worn/used during working hours only and all employees must wear/use their equipment and clothing in accordance with the rules and regulations of their Department and as required by the Supervisor/Department Head.

a) Full-time Transit Operators:

- five (5) pair dress slacks
- three (3) pair shorts **or capris**
- one (1) “three-in-one” jacket
- six (6) shirts, dress or golf **shirts**
- **two (2) ties**
- two (2) sweaters, long-sleeved or sleeveless
- Approved black low heeled enclosed footwear replaced on an as needed basis and employees to be reimbursed up to \$150.00.

b) Part-time Transit Operators, **including part-time Para-Transit Operators:** shall be provided with the following clothing on successful completion of their probationary period:

- four (4) dress or golf shirts
- four (4) pair dress slacks
- two (2) pair of shorts **or capris**
- one (1) “three-in-one” jacket
- **one (1) tie**
- two (2) sweaters, long sleeved or sleeveless
- Approved black low heeled enclosed footwear replaced on an as needed basis and employees to be reimbursed up to \$150.00.

(i) Transit Operators will be allowed to wear **navy** shorts **or capris** and golf shirts during the months of May through September inclusive.

c) Building Inspection, Survey Technician, Utility Locate Technician, Party Chief Surveyor, Construction Inspector:

- five (5) long sleeve shirts
- five (5) short sleeve shirts
- three (3) pairs cargo style pants
- one (1) sweater
- one (1) three-in-one jacket

d) Full-time Arena Staff:

- five (5) t-shirts

- two (2) golf shirts
- four (4) pair work pants
- two (2) pair shorts
- one (1) parka
- five (5) sweatshirts
- two (2) winter hats

(i) Part-time Arena Labourer:

- one (1) parka
- two (2) sweatshirts
- one (1) golf shirt
- two (2) t-shirts
- two (2) pairs work pants

(ii) Arena Attendants:

- one (1) parka
- two (2) sweatshirts
- one (1) golf shirt
- two (2) T-shirts
- two (2) pairs work pants

e) Full-time Instructor Guards:

- five (5) swim suits
- three (3) lifeguard/supervisor
- one (1) button up jacket

f) Full-time **Facility Maintenance** - City Hall, Part-time City Hall Custodians, Full-time **Facility Operator – Aquatics**, Part-time Custodian in Aquatics, **Parks and Recreation, Engineering and Museum**, and Full-time **Facilities Maintenance – Art Gallery**:

(i) **Full-time Facilities Maintenance - City Hall, Part-time City Hall Custodian, and Full-time Facilities Maintenance – Art Gallery**

- four (4) golf shirts
- two (2) sweatshirts
- four (4) pair fatigue pants
- one (1) nylon parka
- one (1) pair insulated work gloves

(ii) **Facility Operator – Aquatics – Full-time**

- two (2) golf shirts
- two (2) pair light weight fatigue pants
- one (1) nylon parka
- two (2) sweat shirts

(iii) Lifeguards/Instructors/**Assistant Instructors**:

- one (1) swim suit
- one (1) uniform top
- one (1) button up jacket **if scheduled to work outdoors**

Part-time **Custodian in** Aquatic, Parks and Recreation, Engineering or Museum:

- two (2) t-shirts
- one (1) pair of light weight fatigue pants
- **one** (1) jacket
- 2 sweat shirts

Part-time **Front Desk Attendants – Parks and Recreation**

- **two** (2) uniform tops

g) Part-time Summer Program, **Program Leaders and Program Instructors:**

- two (2) uniform tops

h) Part-time Crossing Guards shall be provided with the following equipment on their first day of employment:

- Paddle Board
- Safety Vest
- Rainwear
- **Parka**

i) Safety glasses and safety helmets will be supplied to all full-time employees as required and as deemed necessary by the Department Head.

j) All uniforms shall be provided in both male and female sizes wherever possible.

k) The Corporation shall pay up to a maximum of two hundred and **seventy-five** dollars (**\$275.00**) toward the purchase of safety boots for full-time employees. Safety boots shall be replaced on an as needed basis at the discretion of the immediate supervisor, provided such boots have the identifying mark, confirming they were purchased for the Corporation and are the latest issue approved by the Canadian Safety Association (C.S.A.).

Upon completion of their probationary period part-time employees in the Arena and the part-time City Hall custodian and the Bus Washers will be entitled to two hundred and **seventy-five** dollars (**\$275.00**) toward the purchase of safety boots. Safety boot shall be replaced on an as needed basis at the discretion of the immediate supervisor, provided such boots have the identifying mark, confirming they were purchased for the Corporation and are the latest issue approved by the Canadian Safety Association (C.S.A.).

l) The City shall supply one pair of coveralls to full-time employees for the use of on-duty full-time employees when working on machinery or other equipment. The coveralls shall remain the property of the City and shall be kept clean and in good repair.

m) The Corporation will make best efforts to provide Canadian/Union made clothing.

n) Full-time and Part-time By-Law Enforcement:

- five (5) long sleeve shirts
- five (5) short sleeve shirts
- three (3) pairs cargo style pants

- two (2) pairs shorts
- one (1) sweater
- one (1) three-in-one jacket

The above to be effective upon mutual ratification.

Article 22 – Safety and Health

- 22.1 The Corporation will make adequate provisions for the safety and health of employees during the hours of their employment. A Safety Committee shall be established composed of an equal number of union and officials of the Corporation. The Safety Committee shall meet to discuss all matters related to the safety and health of the employees when requested by either Party. The committee members shall be allowed one hour of paid preparation time, or such additional time as is deemed necessary by the Joint Health and Safety Committee, in accordance with the Occupational Health and Safety Act.
- 22.2 Employees required to use safety equipment under The Occupational Health and Safety Act and provided by the City are required to have the equipment with them at all times. Failure to do so will mean a loss in pay to the employee for the time involved in obtaining the necessary equipment.

Article 23 – Leave of Absence

- 23.1 The City shall grant leave of absence without pay to three (3) employees from different Departments selected by the Union to attend union conventions or conferences for a period or periods not exceeding twenty (20) working days each in the aggregate in any calendar year, provided that this shall not interfere with the efficient operation of the departments. It is agreed that such leave of absence shall not be unreasonably withheld.
- a) Leave without pay may be granted by the Department Head for a period not in excess of three (3) weeks and by the Chief Administrative Officer for a period not in excess of three (3) months. All leave in excess of three (3) months must be approved by resolution of council. Leave shall not be granted for the purpose of taking other employment for hire.

23.2 Bereavement Leave – Full-time Employees

In the case of the death in the immediate family, consisting of spouse, son, daughter, father or mother, guardian, brother or sister and mother-in-law or father-in-law, grandchildren, stepchildren or stepparents, the full-time employee shall be given a paid leave of absence for five (5) days. The five days can be taken any time provided the days taken are within four calendar days of the funeral. When requested at time of death, one of the days may be saved for interment in the following spring.

- a) **In the case of the death of relations consisting of grandfather or grandmother, brother-in-law, sister-in-law, grandparents-in-law, son/daughter-in-law, the employee shall be given a paid leave of absence for three (3) days. The three days can be taken any time provided the days taken are within four calendar days of the funeral. When requested at time of death, one of the days may be saved for interment in the following spring.**

- b) In the case of the death of relations consisting of Uncle or Aunt, the employee shall be given leave of absence for the day of the funeral, provided they were scheduled to work on the day of the funeral and they attend the funeral service or memorial service.**
- c) It shall be the employee's responsibility to notify or cause to be notified his Department Head as soon as possible following such bereavement. Alterations can be made to the days taken as indicated above if approved by the Department Head or designate.**

If any of these days fall during an employee's scheduled vacation, on receipt of the notice of funeral, such time deemed to be working days will be re-instated to the employee's vacation record.

23.3 Bereavement Leave – Part-time Employees

In the case of the death in the immediate family as listed in Article 23.2, part-time employees shall be given paid leave of absence for five (5) days. The five days can be taken any time provided the days taken are within four calendar days of the funeral. When requested at time of death, one of the days may be saved for interment in the following spring.

- a) In the case of the death of relations consisting of grandfather or grandmother, brother-in-law, sister-in-law, grandparents-in-law, son/daughter-in-law, the employee shall be given a paid leave of absence for three (3) days. The three days can be taken any time provided the days taken are within four calendar days of the funeral. When requested at time of death, one of the days may be saved for interment in the following spring.**
- b) In the case of the death of relations consisting of Uncle or Aunt, the employee shall be given leave of absence for the day of the funeral, provided they were scheduled to work on the day of the funeral and they attend the funeral service or memorial service.**
- c) It shall be the employee's responsibility to notify or cause to be notified his Department Head as soon as possible following such bereavement. Alterations can be made to the days taken as indicated above if approved by the Department Head or designate.**

If any of these days fall during an employee's scheduled vacation, on receipt of the notice of funeral, such time deemed to be working days will be re-instated to the employee's vacation record.

23.4 Pallbearer Leave

One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

- a) The Union President or his representative shall be allowed up to four (4) hours to attend the funeral of an employee covered by this agreement.

23.5 Jury Duty or Court Witness

Any employee who is required to serve on a jury or as a court witness shall be paid the difference between the amount paid for such service and his regular hourly rate for the time lost from his regularly scheduled work shift by reason of such service, subject to the following provisions:

- a) Employees must notify their immediate supervisor within a reasonable time after receipt of notice of selection for jury duty or court witness;
- b) Employees called for jury duty or as a court witness and who are temporarily excused from attendance at Court during working hours must report for work within a reasonable time;
- c) In order to be eligible for such payments, the employees must furnish a written statement from the appropriate public officials showing the date and time served and the amount of pay or fees received;
- d) No such payment shall be made to any employee under the provisions of this Article when such leave is solely in the cause of the employee involved.

23.6 Maternity Leave

A Full-time employee shall qualify for maternity, parental, **parental sharing** and adoption leave, **and the City shall grant such leaves** in accordance with the Employment Standards Act, 2000. During such leave seniority shall continue to accrue but such periods of leave shall not count towards probationary periods. The employee shall continue to accumulate vacation entitlement during the length of the Pregnancy and/or Parental leave. Benefits shall be maintained by the Corporation during the Pregnancy and/or Parental Leave. All other benefits shall be in compliance with the Employment Standards Act, 2000. Adoption Leave shall be granted in the same manner as Parental Leave. Employees shall be entitled to maternity leave upon the following conditions:

- a) A full-time employee shall not receive short term disability benefits or other remuneration while on maternity leave, with the exception that the City will pay its share of the premium cost as required by the Insurance Plan, for the first three (3) months of such leave, provided the employee pays her share of the cost.

Thereafter, for the duration of Maternity Leave, the employee may pay the full cost of premiums through the City if she so desires on the condition that the full cost of such premiums is paid on or before the first day of the month in which such premiums become due and payable to the company or firm providing such plan, provided further that the employee retains employee status.

- b) A full-time employee may maintain her Long Term Disability coverage during such leave provided the employee pays the full premium cost, subject to the approval of the company providing such plan.

Article 24 – General

24.1 Job Security

- a) Contracting Out
The Corporation agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any plant, person, company or non-unit employee without first discussing it with the Union.
- b) Work of the Bargaining Unit

Supervision will not displace an employee who would normally perform the work assigned except in the case of an emergency, instruction or where no other employee is capable or available of performing such work in a timely fashion.

c) Layoff

In situations where it is known that employees will be permanently displaced, the Employer agrees to provide at least ninety (90) days or as much written notice as possible to the Union for the purpose of reviewing the reasons for such change and for reviewing possible alternative options.

24.2 The City agrees to permit the Union to post notices of meetings and other union business and affairs on bulletin boards provided by the City for such purposes. It is agreed however, that such notices must first be approved by the Manager of Human Resources or designate. Such approval will not be unreasonably withheld.

24.3 Copies of this Agreement shall be made available in the Human Resources Department to all employees upon request.

24.4 Mileage Allowance

Employees requested to operate their personal vehicles on City business shall be paid such mileage in accordance with City Council's Policy providing for payment of such allowance.

24.5 Rehabilitation, Modified Duties and Work Accommodation

a) It is the mutual desire of the parties to assist in the rehabilitation of ill or injured employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace. The City acknowledges that it has a legal obligation to provide work accommodation in accordance with the Human Rights Code of Ontario.

b) The objective is to accommodate and/or rehabilitate an ill or injured employee in his/her original position or job, wherever feasible, or to accommodate the employee in another position or job, subject to any medical restrictions.

c) The employee shall at all times be represented by the designated Union representative(s) during any meetings with representative(s) of the City and the Workplace Safety and Insurance Board or Disability carriers with regard to Rehabilitation, Modified Duties and Work Accommodation.

d) An employee, who because of illness or injury, remains off work due to sick leave, a Long-Term Disability claim or a Workplace Safety and Insurance Board claim shall retain and continue to accumulate seniority.

e) Should an employee be capable of performing the essential duties of his/her former position, the City shall return the employee to his/her former position. Should an employee not be capable of returning to his/her former position, the City will determine the suitable placement of any employee on sick leave, Long Term Disability or on a Workplace Safety and Insurance Board claim who is capable of returning to work in accordance with this collective agreement and the employee's attending physician(s) determined medical restrictions. Should the

employee request the assistance or representation from the Union in the design of modified work or duties with the Employer, it is agreed that the employee's request will not be denied.

24.6 Amalgamation

Should a plan be approved to merge, amalgamate, consolidate, transfer, dispose of, privatize or enter into a joint venture with any other entity, in respect of all or part of departments covered by this collective agreement, the Corporation will consult with the Union immediately, providing available information leading to issues dealing with seniority, services and benefits.

24.7 Video/GPS

- a) The City will notify the Union when video security systems and GPS/AVL systems are used in the work locations or fleets of vehicles where Local 1146 employees regularly work.
- b) **The City shall not be allowed to use surveillance cameras to monitor the work of employees.**
- c) Uses for video security systems include the protection and safety of employees, members of the public, customers and City assets and property. **GPS/AVL systems can be utilized to evaluate routing capabilities, to respond to anomalies on route, improve customer service and improve health and safety.**

24.8 Copies of Collective Agreement

The City shall provide sufficient copies of this collective agreement, in an acceptable booklet form with a spiral binding, for all current and new employees at the Corporation's expense. Ten (10) copies shall be provided to the CUPE Representative. Copies of this Agreement shall be made available in the Human Resources Department to all employees upon request.

Article 25 – No Strikes, No Lockouts

- 25.1 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances the Union agrees that during the lifetime of this Agreement there shall be no strike either complete or partial and no picketing, and the City agrees that during the lifetime of this Agreement there shall be no lockout either complete or partial. Strike and lockout shall be as defined in The Ontario Labour Relations Act.

Article 26 – Duration

- 26.1 This agreement as heretofore agreed shall become effective **January 1st, 2021** and shall remain in full force and effect until the **31st day of December, 2023** and from year to year thereafter unless notice of intention to terminate or amend this agreement is given by either party not more than ninety (90) days and not less than thirty (30) days before the termination day of the agreement.

Article 27 – Definition

- 27.1 *“Full-time employees”* are defined as all employees of the City regularly employed for more than forty-eight (48) hours in a two (2) week pay period.

- 27.2 "*Part-time employees*" are defined as all employees of the City regularly employed for not more than forty-eight (48) hours in the two (2) week pay period.
- 27.3 "*Casual Part-time employees*" means an employee who is required to work on an irregular basis (called in as needed).
- 27.4 "*Temporary employees*" means an employee hired to replace a full-time employee for a specific assignment which shall not exceed six (6) months or in the case of maternity relief the duration of the maternity leave, or for a particular task that shall not exceed six (6) months.
- 27.5 "*Students*" are employees as defined in Article 11.10.
- 27.6 "*Grant employees*" means an employee hired under wage restricted grants and direct compensation grants.

SCHEDULE "A" – Inside and Part-Time Hourly Wage Schedule

Schedule "A" 2021 CUPE Inside/PT							
			January-21 2%				
PT = Part-time	JOB TITLE	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
PT	Coin Counter	1	11.83	12.45	12.97	13.49	14.01
PT	Arena Attendant	2	13.19	13.77	14.44	15.24	15.50
	Concession Attendant	2					
	Skate Cruiser	2					
	Custodian – Aquatics	2					
PT	Art Gallery/Museum Attendant	3	14.50	15.15	15.86	16.52	17.03
	Crossing Guard	3					
	Front Desk Attendant – Aquatics	3					
	Assistant Instructor – Aquatics	3					
	Custodian - Parks and Recreation/ Engineering/Culture	3					
	Program Leader - Parks and Recreation	3					
PT	Bus Washer	4	16.46	17.26	18.00	18.82	19.37
PT**	Lifeguard	4					
	Education Assistant - Art Gallery	4					
	Program Instructor	4					
PT/FT	Custodian – City Clerk	5	23.05	24.15	25.22	26.31	27.10
PT	Treasury Clerk – Purchasing	5					
	Building Clerk	5					
	Switchboard Operator/Receptionist	5					
PT**	Instructor – Aquatics	5					
PT	Cultural Communications Coordinator - Art Gallery	5					
	Taxes / Accounts Receivable Clerk	6a	24.12	25.23	26.36	27.50	28.35
PT	Taxation Clerk	6a					
	Clerk's Department – Clerk 1	6a					
	Clerk II – Engineering	6a					
	Clerk – Museum	6a					
	Clerk – Aquatics	6a					
	Clerk – Parks and Recreation	6a					
	Fire Chief/CEMC Administrative Assistant	6a					
PT/FT	Arena Labourer	6a					
	Accounts Payable Clerk	6a					
	Facilities Maintenance - City Hall	6a					
	Facilities Maintenance - Art Gallery	6a					
PT	Transit Operator / Paratransit	6b	25.00	26.18	27.39	28.54	29.41
	Transit Operator	6b					
	Facility Operator / Custodian – Arena	6b					
	Secretary to Facility Operations Manager	7	25.43	26.63	27.81	29.02	29.87

	Gallery Operations Coordinator - Art Gallery	7					
PT**	Head Lifeguard/Instructor	8	25.94	27.14	28.37	29.60	30.50
	Secretary to the City Clerk	8					
	Installation Officer	8					
	Payroll Clerk	8					
	Education Officer – Museum	9	26.50	27.75	29.01	30.23	31.18
	Building and Zoning Assistant	9					
	Art Gallery Registrar/Head of Collections	9					
	Deck Supervisor	9					
	Leadhand Operator - Transit	9					
	Utility Locate Technician	9					
	Arena Leadhand	10	27.97	29.28	30.61	31.91	32.87
	Survey Technician	10					
	Head of Education – Art Gallery	10					
	Curator of Collections - Museum	10					
	Public Works Technician/Coordinator	10					
	Assistant Supervisor – Arenas	11	29.52	30.90	32.29	33.66	34.71
	Facilities Operator - Aquatics	11					
	Building Technician	11					
	Party Chief Surveyor	12	31.10	32.58	34.05	35.52	36.60
	Taxation Coordinator	12					
	CADD Technologist	12					
PT/FT	By-Law Enforcement	13	34.71	36.32	37.96	39.59	40.79
	GIS Coordinator	13					
	Intermediate Civil Design Technologist	13					
	Construction Inspector	14	36.29	38.01	39.71	41.43	42.72
	Engineering Technologist	14					
	Building Inspector	14					
	VACANT	15	38.44	40.28	42.09	43.89	45.26
	VACANT	16	40.80	42.75	44.67	46.59	48.04

PT** Progression is at a rate of four (4%) percent after each successful completion of 1200 hours of work.

NOTE

Upon promotion to a higher level job, the employee will move to the next closest highest step in the new salary grade (based on his or her existing salary) or to the minimum of the new grade, whichever is greater. If the amount of the resultant increase is less than 4% of their existing salary, the employee will move to the next closest highest step not to exceed the top of the grade.

A new employee, on the date of satisfactory completion of the probationary period, will have his or her wage rate increased to the next highest step. Every 12 months after that date, the employee's wage rate will be moved upward to the next step until the maximum of the range is reached.

For payroll purposes the hourly rate will be converted to a weekly salary calculated on the number of hours in a normal work week as defined in Article 14, Clause 14.01 (a) to (f) inclusive.

Schedule "A" 2022 CUPE Inside/PT

		January-22 2%					
PT = Part-time	JOB TITLE	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
PT	Coin Counter	1	12.07	12.70	13.23	13.76	14.29
PT	Arena Attendant	2	13.45	14.05	14.73	15.54	15.81
	Concession Attendant	2					
	Skate Cruiser	2					
	Custodian – Aquatics	2					
PT	Art Gallery/Museum Attendant	3	14.79	15.45	16.18	16.85	17.37
	Crossing Guard	3					
	Front Desk Attendant – Aquatics	3					
	Assistant Instructor – Aquatics	3					
	Custodian - Parks and Recreation/ Engineering/Culture	3					
	Program Leader - Parks and Recreation	3					
PT	Bus Washer	4	16.79	17.61	18.36	19.20	19.76
PT**	Lifeguard	4					
	Education Assistant - Art Gallery	4					
	Program Instructor	4					
PT/FT	Custodian – City Clerk	5	23.51	24.63	25.72	26.84	27.64
PT	Treasury Clerk – Purchasing	5					
	Building Clerk	5					
	Switchboard Operator/Receptionist	5					
PT**	Instructor – Aquatics	5					
PT	Cultural Communications Coordinator - Art Gallery	5					
	Taxes / Accounts Receivable Clerk	6a	24.60	25.73	26.89	28.05	28.92
PT	Taxation Clerk	6a					
	Clerk's Department – Clerk 1	6a					
	Clerk II – Engineering	6a					
	Clerk – Museum	6a					
	Clerk – Aquatics	6a					
	Clerk – Parks and Recreation	6a					
	Fire Chief/CEMC Administrative Assistant	6a					
PT/FT	Arena Labourer	6a					
	Accounts Payable Clerk	6a					
	Facilities Maintenance - City Hall	6a					
	Facilities Maintenance - Art Gallery	6a					
PT	Transit Operator / Paratransit	6b	25.50	26.70	27.94	29.11	30.00
	Transit Operator	6b					
	Facility Operator / Custodian – Arena	6b					
	Secretary to Facility Operations Manager	7	25.94	27.16	28.37	29.60	30.47

	Gallery Operations Coordinator - Art Gallery	7					
PT**	Head Lifeguard/Instructor	8	26.46	27.68	28.94	30.19	31.11
	Secretary to the City Clerk	8					
	Installation Officer	8					
	Payroll Clerk	8					
	Education Officer – Museum	9	27.03	28.31	29.59	30.83	31.80
	Building and Zoning Assistant	9					
	Art Gallery Registrar/Head of Collections	9					
	Deck Supervisor	9					
	Leadhand Operator - Transit	9					
	Utility Locate Technician	9					
	Arena Leadhand	10	28.53	29.87	31.22	32.55	33.53
	Survey Technician	10					
	Head of Education – Art Gallery	10					
	Curator of Collections - Museum	10					
	Public Works Technician/Coordinator	10					
	Assistant Supervisor – Arenas	11	30.11	31.52	32.94	34.33	35.40
	Facilities Operator - Aquatics	11					
	Building Technician	11					
	Party Chief Surveyor	12	31.72	33.23	34.73	36.23	37.33
	Taxation Coordinator	12					
	CADD Technologist	12					
PT/FT	By-Law Enforcement	13	35.40	37.05	38.72	40.38	41.61
	GIS Coordinator	13					
	Intermediate Civil Design Technologist	13					
	Construction Inspector	14	37.02	38.77	40.50	42.26	43.57
	Engineering Technologist	14					
	Building Inspector	14					
	VACANT	15	39.21	41.09	42.93	44.77	46.17
	VACANT	16	41.62	43.61	45.56	47.52	49.00

PT** Progression is at a rate of four (4%) percent after each successful completion of 1200 hours of work.

NOTE:

Upon promotion to a higher level job, the employee will move to the next closest highest step in the new salary grade (based on his or her existing salary) or to the minimum of the new grade, whichever is greater. If the amount of the resultant increase is less than 4% of their existing salary, the employee will move to the next closest highest step not to exceed the top of the grade.

A new employee, on the date of satisfactory completion of the probationary period, will have his or her wage rate increased to the next highest step. Every 12 months after that date, the employee's wage rate will be moved upward to the next step until the maximum of the range is reached.

For payroll purposes the hourly rate will be converted to a weekly salary calculated on the number of hours in a normal work week as defined in Article 14, Clause 14.01 (a) to (f) inclusive

Schedule "A" 2023 CUPE Inside/PT

January-23 2%								
PT = Part-time	JOB TITLE	GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	
PT	Coin Counter	1	12.31	12.95	13.49	14.04	14.58	
PT	Arena Attendant	2	13.72	14.33	15.02	15.85	16.13	
	Concession Attendant	2						
	Skate Cruiser	2						
	Custodian – Aquatics	2						
PT	Art Gallery/Museum Attendant	3	15.09	15.76	16.50	17.19	17.72	
	Crossing Guard	3						
	Front Desk Attendant – Aquatics	3						
	Assistant Instructor – Aquatics	3						
	Custodian - Parks and Recreation/ Engineering/Culture	3						
	Program Leader - Parks and Recreation	3						
PT	Bus Washer	4	17.13	17.96	18.73	19.58	20.16	
PT**	Lifeguard	4						
	Education Assistant - Art Gallery	4						
	Program Instructor	4						
PT/FT	Custodian – City Clerk	5	23.98	25.12	26.23	27.38	28.19	
PT	Treasury Clerk – Purchasing	5						
	Building Clerk	5						
	Switchboard Operator/Receptionist	5						
PT**	Instructor – Aquatics	5						
PT	Cultural Communications Coordinator - Art Gallery	5						
PT	Taxes / Accounts Receivable Clerk	6a	25.09	26.24	27.43	28.61	29.50	
	Taxation Clerk	6a						
	Clerk's Department – Clerk 1	6a						
	Clerk II – Engineering	6a						
	Clerk – Museum	6a						
	Clerk – Aquatics	6a						
	Clerk – Parks and Recreation	6a						
	Fire Chief/CEMC Administrative Assistant	6a						
	PT/FT	Arena Labourer						6a
		Accounts Payable Clerk						6a
		Facilities Maintenance - City Hall						6a
	Facilities Maintenance - Art Gallery	6a						
PT	Transit Operator / Paratransit	6b	26.01	27.23	28.50	29.69	30.60	
	Transit Operator	6b						
	Facility Operator / Custodian – Arena	6b						
	Secretary to Facility Operations Manager	7	26.46	27.70	28.94	30.19	31.08	
	Gallery Operations Coordinator - Art Gallery	7						

PT**	Head Lifeguard/Instructor	8	26.99	28.23	29.52	30.79	31.73
	Secretary to the City Clerk	8					
	Installation Officer	8					
	Payroll Clerk	8					
	Education Officer – Museum	9	27.57	28.88	30.18	31.45	32.44
	Building and Zoning Assistant	9					
	Art Gallery Registrar/Head of Collections	9					
	Deck Supervisor	9					
	Leadhand Operator - Transit	9					
	Utility Locate Technician	9					
	Arena Leadhand	10	29.10	30.47	31.84	33.20	34.20
	Survey Technician	10					
	Head of Education – Art Gallery	10					
	Curator of Collections - Museum	10					
	Public Works Technician/Coordinator	10					
	Assistant Supervisor – Arenas	11	30.71	32.15	33.60	35.02	36.11
	Facilities Operator - Aquatics	11					
	Building Technician	11					
	Party Chief Surveyor	12	32.35	33.89	35.42	36.95	38.08
	Taxation Coordinator	12					
	CADD Technologist	12					
PT/FT	By-Law Enforcement	13	36.11	37.79	39.49	41.19	42.44
	GIS Coordinator	13					
	Intermediate Civil Design Technologist	13					
	Construction Inspector	14	37.76	39.55	41.31	43.11	44.44
	Engineering Technologist	14					
	Building Inspector	14					
	VACANT	15	39.99	41.91	43.79	45.67	47.09
	VACANT	16	42.45	44.48	46.47	48.47	49.98

PT** Progression is at a rate of four (4%) percent after each successful completion of 1200 hours of work.

NOTE:

Upon promotion to a higher level job, the employee will move to the next closest highest step in the new salary grade (based on his or her existing salary) or to the minimum of the new grade, whichever is greater. If the amount of the resultant increase is less than 4% of their existing salary, the employee will move to the next closest highest step not to exceed the top of the grade.

A new employee, on the date of satisfactory completion of the probationary period, will have his or her wage rate increased to the next highest step. Every 12 months after that date, the employee's wage rate will be moved upward to the next step until the maximum of the range is reached.

For payroll purposes the hourly rate will be converted to a weekly salary calculated on the number of hours in a normal work week as defined in Article 14, Clause 14.01 (a) to (f) inclusive

SCHEDULE "B" – Student Wage Schedule

		Department	Hourly Rate	Hourly Rate	Hourly Rate
Grade	Job Title		January 1, 2021	July 1, 2022	January 1, 2023
A	Children's Activity Play Leader		11.39	11.45	11.59
	Wading Pool Attendant	Wading Pool	13.15/14.00 or minimum wage	13.50/14.35 or minimum wage	13.50/14.35 or minimum wage
	Summer Activity Leader / Camp Leader	Camps	13.15/14.00 or minimum wage	13.50/14.35 or minimum wage	13.50/14.35 or minimum wage
	Summer Student Front Desk Attendant	Aquatics	13.15/14.00 or minimum wage	13.50/14.35 or minimum wage	13.50/14.35 or minimum wage
B	Student - Maintenance Aquatic Assistant	Aquatics	11.90 13.15/14.00	11.96 13.15/14.00	12.11 13.15/14.00
	Assistant Supervisor Summer Activity Program		12.15	12.21	12.36
C	Economic Development Researcher		14.37	14.44	14.62
	Student Assistant – Engineering Records Tech		16.40	16.48	16.69
	Student Assistant - Party Chief Surveyor		16.40	16.48	16.69
	Parks of Fun Instructor	Rec PT Wages	14.19	14.26	14.44
	Summer Student Custodian – Cowan Park	Cowan Park	14.19	14.26	14.44
	Inclusion Facilitator	Camps	17.06	17.40	17.75
	Summer Activity Site Supervisor / Camp Team Leader	Camps	17.06	17.40	17.75
	Summer Swim Team Coach	Aquatics	15.00	15.08	15.27
D	Supervisor Children's Activity Program		20.60	20.70	20.96
	Supervisor Wading Pool		20.60	20.70	20.96
	Summer Activity Program Supervisor	Camps	20.60	20.70	20.96
	Summer Swim Team Head Coach	Aquatics	20.60	20.70	20.96

BLACK – previous positions under the Collective Agreement

RED – current position titles and pay as of 2021

SCHEDULE "C" – Full Time Wage Replacement Plan

TO THE COLLECTIVE AGREEMENT WITH C.U.P.E., LOCAL 1146 - INSIDE UNIT

WAGE REPLACEMENT PLAN

Short Term Disability Plan, hereafter referred to as STD, shall only apply to all full-time employees.

All full-time employees covered by the collective agreement shall receive the following STD Plan on completion of three (3) calendar months of continuous employment.

1. Benefits under the STD Plan will be paid, for a maximum of seventeen (17) calendar weeks in accordance with the following Schedule:

<u>Length of Service</u>	<u>Number of Insured Calendar Weeks</u>	
	<u>100% of Regular Salary</u>	<u>75% of Salary</u>
3 months but less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
over 9 years	17	0

for absences from employment caused by:

- a) personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control;
 - b) exposure to contagious disease that in the opinion of the Medical Officer of Health might endanger the health of other employees, or the public, by his attendance;
2. The maximum covered duration for any one illness or accident under the STD Plan is seventeen (17) weeks. On return to work from an illness, benefits will be re-instated the first day back to work. Should a full-time employee use in excess of their allotment of seventeen (17) weeks in any twelve (12) month period for separate illnesses or accidents, the employee will re-qualify for STD benefits at the 75% level.
 - a) Successive absences are considered to be in the same period of disability unless:
 - (i) the full-time employee has worked twenty (20) full working days between such absences; or
 - (ii) the illness is confirmed by a duly qualified medical practitioner as being unrelated to the previous illness.
 3. To qualify for STD payments, a full-time employee must:

- a) On the first day or part of a day of illness, report, or cause to report, such illness to his immediate Supervisor or designate. Such reporting must be in accordance with the Department's rules governing reporting for work.
 - b) Each full-time employee will be granted up to seven (7) days of uncertified paid absences due to illness per calendar year, January 1st to December 31st. The seven (7) uncertified days shall be used up as the first and/or first and second days of all absences until exhaustion of the seven (7) uncertified days. The eighth (8th) day of such absence, will be without pay, unless certified by a medical doctor that the employee was under his care and such illness prevented the employee from reporting to work and performing the duties of the job.
 - c) Absences of three (3) or more consecutive days shall require a certificate from a medical doctor to cover the third and subsequent days, provided uncertified days remain or from the first day where uncertified days become exhausted. Such certificate shall state that the full-time employee is under the doctor's care, such illness prevents the employee from reporting to work and performing the duties of his job and probable return to work date.
 - d) A full-time employee failing to report an absence from employment or file a doctor's certificate as set out will not be eligible for STD payments and will be considered to be on an unauthorized leave of absence and shall not be paid for any such absence. No payment shall be made for such time until a medical certificate certifying such absence as set out is submitted within a reasonable period of time following such illness.
 - e) The Corporation reserves the right to request a full-time employee to undergo an examination by a duly qualified medical practitioner appointed by the Corporation, at any time during the employee's absence. Failure to comply will result in discontinuation of STD payments and the full-time employee will be considered to be on an unauthorized leave of absence and shall not be paid for any such absence.
4. A full-time employee who is on maternity leave or any other leave of absence without pay, shall not be entitled to receive STD benefits during said leave. However,
 - a) STD benefits will be re-instated following return from such leave of absence after completion of six (6) full working days.
 5. When a full-time employee is in receipt of STD payments, he will receive remuneration as set out in Section 1, retain health and welfare benefits and continue to earn vacation credits at the rate at which he was being credited when the disability occurred.
 - a) If a full-time employee elects to utilize paid vacation, or other category of paid time standing to his credit at the time of illness, STD payments will cease and will not be re-instated until such paid credits are exhausted. Such time will be considered to be a part of the seventeen (17) week period set out in Section 1.
 6. In the event a full-time employee is on vacation, paid holiday, or other paid leave of absence, he will not be entitled to receive STD payments until his original scheduled back to work date occurs, at which time his eligibility for STD benefits will commence.
 7. In the event a full-time employee becomes ill or disabled while on layoff he will not be entitled to STD payments until his original specified recall date occurs on the date he would have been recalled, as part of the general recall. If another full-time employee is recalled to perform in his position, that date shall be deemed to be the recall date for purposes of this section, subject to the following:

- a) should the disability occur after written "notice of layoff" was given, the full-time employee will not qualify for STD payments during such period of layoff; and
 - b) where the disability occurred before written "notice of layoff" was given, the full-time employee will qualify for STD benefits in accordance with the schedule in Section 1.
8. The Corporation will continue to maintain the employer's portion of the premium cost of health benefits and life insurance the full-time employee had at the time of disability for the seventeen (17) week period, provided the employee pays his share of the premium cost for the same covering period, subject to the approval of the Carriers.
 9. This plan does not provide benefits for disability resulting from intentionally self-inflicting injury, war or injury sustained while committing or attempting to commit an assault or crime.
 - a) If a full-time employee is absent from work due to illness or injury on the effective day of this plan, such coverage will not commence until the employee has returned to work.

Full-time Employee Long Term Disability Plan hereinafter referred to as - LTD

This Plan is an insured Plan administered by a private carrier of the Corporation's choice.

The terms and conditions set out herein are subject to the Carrier's approval and acceptance and is administered by such Carrier.

1. The LTD Benefit is payable after a full-time employee has been continuously disabled for seventeen (17) consecutive calendar weeks, and has utilized all paid time off except for vacation. The LTD eligibility period shall commence when all such credits are exhausted.
 - a) Payments will continue until the full-time employee is:
 - (i) no longer disabled as hereafter defined, or
 - (ii) the date of scheduled retirement, whichever should first occur, in any event not beyond the full-time employee's 65th birthday.
2. Disabled shall be deemed to mean:
 - a) the full-time employee is unable to perform his regular work during the first twenty-four (24) months of receipt of LTD payments, and
 - b) for any period thereafter, he is prevented from performing any type of gainful full-time employment for which he is reasonably qualified, by way of education, training or experience, or for which he may be trained.
3. Where retraining is deemed to be practical, the full-time employee shall participate or benefits shall forthwith cease.
4. The benefit payable under the LTD Plan will provide a full-time employee with an income of 75% of his regular earnings at the time of disability to a maximum non-medical limit of \$4,000.00 per month, and
 - a) Such payments will be directly reduced by an amount the full-time employee receives from:

- (i) The Workplace Safety and Insurance Act,
 - (ii) The Canada Pension Plan, excluding dependent benefits,
 - (iii) The Ontario Municipal Employees Retirement Board.
- b) If in addition to the benefits set out in 4 (a), income is received from other sources, such as but not inclusive:
- (i) any other disability insurance,
 - (ii) no-fault disability insurance, or
 - (iii) earnings from rehabilitation employment, except 50% of regular earnings during the first 24 months of disability;

The amount of disability benefit shall be adjusted to provide that a full-time employee's total replacement income shall not exceed 85% of regular earnings at time of disability.

- c) After LTD insurance benefits have commenced, the LTD benefit will not be reduced by cost-of-living increases that may be applied to other sources of income.

5. Rehabilitation

In the event of a partial recovery from a total disability, an employee may re-enter the work force without forfeiting all benefits under this plan for a period of time up to twenty-four (24) months, provided the following is met:

- a) The employment has been approved by the Carrier which has deemed the "work performed" is approved rehabilitative employment;
- b) The LTD payments in this case will be reduced by an amount equivalent to 50% of the employee's gross earnings from any such approved rehabilitative employment, but, in no event shall the employee's total income during said rehabilitation period exceed his pre-disability income.

6. Pre-Existing Conditions

- a) Any employee who does not have sick leave credits on the day this plan comes into effect, or any new employee subsequently disabled by a health condition which existed at the time of hire, shall be eligible for disability payments in respect of that condition only if a period of non-treatment of three (3) consecutive months or more has elapsed since enrollment, and such period shall be added to the seventeen (17) week qualifying period.
- b) It shall rest with the employee to provide proof of said disability free period prior to start of the qualifying period.

7. Other Benefit Provisions and Limitations

- a) To qualify for LTD benefits an employee does not need to be confined to hospital or his home, but must be under the continuous care of a duly qualified medical practitioner.
- b) This plan provides coverage for disability resulting from an accident or from sickness including absence from work for psychiatric reasons for which continuous treatment is received from a duly qualified psychiatrist.

- c) Benefits for total disability due to pregnancy complications will be paid. However, no benefit will be paid during the period the employee received or is entitled to receive Maternity benefits through unemployment insurance or during the period she is on maternity leave or scheduled to be on maternity leave.
- d) This plan does not provide benefits for disability resulting from intentionally self-inflicting injury, war or injury sustained while working for another employer or self-employment or while committing or attempting to commit an assault or crime.

8. Successive Disabilities

Successive absences from work, resulting from the same cause, are considered to be in the same period of disability unless separated by six (6) months of active full-time work while insured, or one (1) full month of work while insured and due to wholly different causes.

Work performed under a rehabilitation program will not be considered in determining successive periods of disability.

Special Provisions

Seniority, Retention of Benefits, etc.

- 1. A full-time employee will retain his job seniority for a maximum period of two (2) years, or one-half the length of his service, whichever is the lesser, except that in no case shall retention of seniority be less than six (6) months.
- 2. A full-time employee may continue to maintain group health benefits, not eligible for waiver of premium provisions, which he was receiving at the time of his disability for a period of two (2) years after receipt of the first LTD payment, provided he pay his share of the cost of such premium, subject to the approval of the Carrier of such health plans.
- 3. While on LTD, no full-time employee shall earn any benefit related to seniority such as vacation, long service pay.
- 4. In the event there is a conflict between the collective agreement and this Schedule, the provisions of this Schedule shall prevail.

Conversion of Sick Leave Gratuity Plan – Full-time Employees

- 1. The sick leave plan does not apply to any employee hired after July 1, 1985. Full-time employees who acquired the sick leave gratuity credits under the former sick leave gratuity plan still retain rights as set out herein.
- 2. Accumulated sick leave credits shall be frozen. Employees shall retain full vesting rights to their accumulation as set out in the collective agreement referred to herein.
 - a) Employees with less than five (5) years of continuous employment shall receive full vesting rights on completion of five (5) years continuous active employment.

3. An employee with accumulated sick credits may use those credits to supplement the short term disability benefits to 100% of regular earnings and to supplement the long term disability benefit to 85% of regular earnings.
4. An employee may request payment for up to a maximum of 10% of his sick credit entitlement as set out in the collective agreement referred to herein annually provided the request is submitted to the Human Resources Department by November 1st, subject to the following:
 - a) The employee's entitlement will be calculated in the same manner as for termination of employment;
 - (i) after 5 years service, entitled to 50% of accumulated sick credits to a maximum of one-half (1/2) years earnings.
 - (ii) payment will be made by the 28th day of February, calculated on the daily rate of pay being received on December 31st of the preceding year.
5. In the event of termination of employment, by resignation or discharge, an employee, after five (5) years service, will be entitled to 50% of the balance of the accumulated sick credits to a maximum one-half (1/2) year's earnings, at the rate of salary being paid at the time of termination.
6. In the event of retirement or death, an employee or estate will be entitled to 50% of the balance of accumulated sick credits to a maximum of one-half (1/2) year's earnings, at the rate of salary being paid at the time of retirement or death.
7. Attendance records will be maintained in the Human Resources Department and at the end of each year a copy of such record shall be forwarded to each employee.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives on the _____ day of _____, 2021.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE CANADIAN UNION OF PUBLIC
EMPLOYEES

THE CORPORATION OF THE CITY OF
WOODSTOCK

Sam Oort

Mayor

Sharon Fordham

Clerk

Dariel McIntyre

Eric Boulard

Leanne Arthur

Laurie Allcock

Tiana Knox

Letter of Agreement - #1

Between

THE CORPORATION OF THE CITY OF WOODSTOCK

and

CUPE LOCAL 1146 -- INSIDE AND PART-TIME UNIT

The parties agreed that in the event that two or more employees have the same seniority date, order of seniority will be determined by draw. A representative from the union and a management representative will conduct the draw.

Dated this 23rd day of September, 2010, in Woodstock, Ontario

FOR THE UNION

Heather Grassick
Vaneassa Volkaert
Diane Cole
Heather Buchanan
Janice Baird-Bloomfield
Jim Capling
Kyle Graham
Eric Boulard

FOR THE CITY OF WOODSTOCK

Laird Crooks
Paul Bryan-Pulham
Bob McFarland
Louise Gartshore
David Creery
Patrice Hilderley

Letter of Agreement - #2

Between

THE CORPORATION OF THE CITY OF WOODSTOCK

and

CUPE LOCAL 1146 - INSIDE AND PART-TIME UNIT

The parties have agreed that part-time employees in Transit may trade shifts. For the purpose of clarification, this means that employees may trade a Saturday shift for a weekday shift. Any shift trade shall be on the basis of one shift for the traded shift and both shifts shall be within the same **board period**. Any hours lost as a result of the traded shift shall be **recorded** as "**declined**".

It is also agreed that all **part-time** employees will be required to find a replacement part-time transit employee for the traded shift and to complete and deliver the trade form document to the Transit Supervisor **within five (5) days of the affected shift**. The employee accepting the traded shift assumes responsibility for working that shift. **If the guidelines of the switch and trade are not met, the Transit Supervisor has the right to deny the trade.**

Dated this 5th day of October, 2010, in Woodstock, Ontario

Amendment dated this 10th day of December, 2021, in Woodstock. Ontario

FOR THE UNION

Heather Grassick
Vaneassa Volkaert
Diane Cole
Heather Buchanan
Janice Baird-Bloomfield
Jim Capling
Kyle Graham
Eric Boulard

FOR THE CITY OF WOODSTOCK

Laird Crooks
Paul Bryan-Pulham
Bob McFarland
Louise Gartshore
David Creery
Patrice Hilderley

Letter of Agreement - #3

Between

THE CORPORATION OF THE CITY OF WOODSTOCK

and

CUPE LOCAL 1146 - INSIDE AND PART-TIME UNIT

The parties agree that during the term of this collective agreement and until negotiated otherwise the following will apply:

The Employer agrees to post a roster for full-time transit drivers prior to each holiday season.

The roster will list the order in which full-time transit employees will be phoned in the event that overtime hours become available. The list will commence with the full-time employee who has the least amount of overtime hours (as indicated in the equalization process of offered, worked, or refused) and will continue in the order of increasing overtime hours.

Employees who wish to not be called will have their names removed at their request.

It is further agreed that this list will be used to direct the order in which calls will be made for each overtime opportunity.

Dated this 5th day of October, 2010, in Woodstock, Ontario

FOR THE UNION

*Heather Grassick
Vanessa Volkaert
Diane Cole
Heather Buchanan
Janice Baird-Bloomfield
Jim Capling
Kyle Graham
Eric Boulard*

FOR THE CITY OF WOODSTOCK

*Laird Crooks
Paul Bryan-Pulham
Bob McFarland
Louise Gartshore
David Creery
Patrice Hilderley*

Letter of Agreement - #4

Between

THE CORPORATION OF THE CITY OF WOODSTOCK

and

CUPE LOCAL 1146 - INSIDE AND PART-TIME UNIT

The parties agree that temporary vacancy referred to in Article 18.9 b) will also apply to a temporary vacancy where the seasonal workload, in the judgment of the Corporation, cannot adequately be carried by the existing work force. This seasonal assignment will not exceed six (6) months in duration.

The part-time employees in the work group where the vacancy occurs will be offered the position in descending order of seniority.

This Letter of Agreement will remain in force commencing September 17, 2018 and terminating September 13, 2019 unless mutually agreed to by both parties.

Dated this 21st day of September, 2018, in Woodstock, Ontario.

FOR THE UNION

Kris Dukes

FOR THE CITY OF WOODSTOCK

Laird Crooks

Letter of Agreement - #5

Between

THE CORPORATION OF THE CITY OF WOODSTOCK

and

CUPE LOCAL 1146 - INSIDE AND PART-TIME UNIT

The parties agree that Transit uniform ties will be optional for Transit employees.

This Letter of Agreement will remain in force commencing upon ratification and terminating December 31, 2023, unless mutually agreed to by both parties.

Dated this 10th day of December, 2021, in Woodstock, Ontario.

FOR THE UNION

Sharon Fordham

FOR THE CITY OF WOODSTOCK

Marcy Macdonald

