

COLLECTIVE AGREEMENT

- between -

**THE CORPORATION OF
THE CITY OF LONDON**

- and -

**LONDON CIVIC EMPLOYEES
LOCAL UNION NO. 107**

Expiry Date: December 31, 2011

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THIS AGREEMENT ratified the 15th day of June, 2009.

BETWEEN:

**THE CORPORATION
OF THE CITY OF LONDON**
hereinafter called the "Corporation"

OF THE FIRST PART

-and-

**LONDON CIVIC EMPLOYEES
LOCAL UNION NO. 107**
(Chartered by the Canadian Union of Public Employees
and affiliated with the Canadian Labour Congress)
hereinafter called the "Union"

OF THE SECOND PART

WHEREAS in the interest of the efficient conduct and administration of the City's affairs, it is desirable and necessary that there shall obtain harmonious relations between the City Council, the Heads of the Departments and the City employees, fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge and seniority in the service, security of tenure of employment and promotion within the service.

This Agreement is entered into by the Parties hereto in order to provide for orderly collective bargaining relations between the Corporation and its employees. It is the desire of both Parties to cooperate in maintaining a satisfactory relationship between the Corporation and its employees, and to provide an amicable method of settling any difference or grievance relating to the general working conditions which may arise from time to time.

NOW THEREFORE, to effectuate the foregoing, the Corporation hereby covenants and agrees with the Union as follows:

ARTICLE 1 - RECOGNITION AND SCOPE

- 1.1 The Corporation recognizes the Union as the exclusive bargaining agent for all the Corporation's employees in the Bargaining Unit known as the Outside Workers unit of the Environmental and Community Services Departments, save and except for the following:
 - those employees of the Corporation who are represented as bargaining agent by Local No. 101 C.U.P.E. (Inside Workers), and by Local No. 220 Service Employees' International Union,

CAW – Canada 302 (National Automobile, Aerospace, Transportation and General Workers Union of Canada), Dearness Home, and by The London Professional Fire Fighters' Association

- those employees who are excluded from the Bargaining Units defined in the respective collective agreements between the Corporation and the said trade unions, except those employees in the Bargaining Unit hereby defined;
- those employees represented as bargaining agent by any other trade unions;
- those employees who regularly work less than 24 (twenty-four) hours per week, in non-classified jobs or;
- program staff who regularly work less than twenty-four (24) hours per week on non-classified jobs in the Community Services Department and Recreation Program staff employed between April 1 and Thanksgiving who work on non-classified jobs in the Community Services Department.

For the purposes of clarity, it is agreed that the following are also excluded from the Bargaining Unit hereby defined:

- those of the rank Supervisor, and all those above that rank.
- Security Guards within the meaning of Section 14 of the Labour Relations Act, 1995, as amended from time to time
- Registered Nurse

ARTICLE 2 - UNION SECURITY AND CHECKOFF

- 2.1 All present employees shall become or remain, as the case may be, members of the Union, and all persons who may hereafter become employees covered by this Agreement shall become members after 90 calendar days of employment and shall maintain such membership, all as a condition of continuing employment.
- 2.2 Twice each month, so long as this Agreement continues to operate, the Corporation will deduct from the remuneration of each employee who is covered by this Agreement and to whom any remuneration is due in that month, an amount equal to one-half of his/her regular monthly Union dues or part thereof. The Union shall notify the Director of Human Resources of the Corporation in writing of the amount of such part thereof from time to time.
- 2.3 In addition to the dues in Article 2.2, the Corporation shall similarly deduct from the remuneration of each such employee such sum as may constitute the total of any monthly assessments adopted by the Union as a contribution to the social and general welfare of the Union. The Union shall notify the Director of Human Resources of the Corporation in writing of the amount of any such assessments.

- 2.4 All sums deducted pursuant to this Article shall be remitted monthly by the Corporation to the Treasurer of the Union and such remittance shall be made within 14 calendar days following the deduction, together with a list of names of all employees from whose remuneration Union dues and assessments were so deducted. The Corporation shall notify the Union once each month of all terminations of employment and of all newly hired employees.
- 2.5 The Union shall indemnify and save the Corporation harmless from and against all claims and demands brought or made against the Corporation by an employee as a result of the deduction and remittance by the Corporation to the Union of dues and assessments pursuant to this Article; provided that this section does not apply to a request by the Union for correction and adjustment of any error in the deduction or remittance of Union dues or assessments.
- 2.6 The Corporation will inform each new employee of the provisions of this Article and give each permanent employee and each temporary employee hired for more than 9 weeks a copy of the Collective Agreement. During the first day at work the employees noted above will be introduced by a manager to the Union Steward.

ARTICLE 3 - MANAGEMENT FUNCTIONS

- 3.1 The Union recognizes the rights conferred upon the Corporation by Statute and the rights of the Corporation to hire, promote, demote, transfer, suspend or otherwise discipline and discharge an employee for proper cause; provided that a claim of discriminatory promotion or demotion, or a claim that an employee has been discharged or disciplined without proper cause, may be the subject of a grievance and dealt with under the provisions of Article 16 of this Agreement.
- 3.2 The Union further recognizes the undisputed right of the Corporation to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its plants or places of employment, the methods, processes and means of performing the various works are solely and exclusively the right and responsibility of the Corporation. The Corporation also has the right, and the Union recognizes it, to make and alter, from time to time the rules and regulations to be observed by the employees, which rules and regulations shall not be contrary to the provisions of this Agreement.
- 3.3 The Corporation recognizes the foregoing Articles 3.1 and 3.2 are subject to such provisions, regulations and/or restrictions governing the exercise of these rights as are provided in this Agreement and are subject to the right of the Union and/or the employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 3.4 Rules and regulations governing the Departments shall, from time to time, be consolidated and printed in pamphlet form at the expense of the Employer, and a copy thereof shall be distributed to each employee.

ARTICLE 4 - UNION MANAGEMENT RESPONSIBILITIES

- 4.1 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 any grievance is being investigated. Department Heads will not discriminate against any employee who has requested investigation into an alleged grievance, and all Parties hereto will at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on economically.
- 4.2 The corporation and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, place of residence, nor by reason of his/her membership or activity in the Union, or for any other reasons.
- 4.3 The Corporation and the Union recognize that this Agreement is subject to all government regulations as they apply to employees who have served, are now serving, or may in the future serve in the Armed Forces.
- 4.4 The Corporation and the Union acknowledge that certain provincial and federal legislation is applicable to the employment relationship. Any greater right or benefit conveyed by such statutes shall prevail over the provisions of this Agreement.

ARTICLE 5 - UNION REPRESENTATION

- 5.1 Subject to Article 5.2 and 5.3(a) and (b), the Corporation will recognize the following Committees of employees for the respective purposes shown:

THE BARGAINING COMMITTEE consisting of not more than five (5) employees, for the purpose of negotiating this Agreement and its renewal.

THE JOINT ACTION COMMITTEE shall consist of five (5) Union and five (5) Management representatives. The purpose of this Committee is to improve relations between the Corporation and its employees from the Bargaining Unit by making recommendations which will create a better working environment and improve services and by making recommendations on conditions causing grievances and misunderstandings.

JOINT JOB EVALUATION COMMITTEE consisting of not more than four (4) employees and not more than four (4) representatives of the Corporation to the intent that there shall be equal representation on this Committee

THE GRIEVANCE COMMITTEE consisting of three (3) employees appointed for the purpose of dealing with Employee or Policy or Group Grievances.

THE SAFETY COMMITTEE shall be constituted in accordance with the Occupational Health and Safety Act, as amended from time to time or current practice as accepted by the Ministry of Labour.

CONTRACTING OUT COMMITTEE consisting of four (4) members of Union and up to four (4) members of Management for the purpose of exchanging information and views on contracting out.

RETURN TO WORK COMMITTEE consisting of three members of the Union and up to three members from the Corporation for the purpose of returning those employees from the Bargaining Unit with occupational or non-occupational disabilities or diminished capacity to gainful employment, with the main objective to return those employees to their regular predisability work.

EMPLOYEE DEVELOPMENT COMMITTEE consisting of two members of the Union and two members of Management for the purpose of addressing issues relating to employee training and development.

- 5.2 The Corporation will not be required to recognize or deal with employees on any of the Committees in Articles 5.1 unless those employees have acquired seniority under Article 6 and the Union has notified the Director of Human Resources in writing of the names of such employees and the Committees of which they are members from time to time. The Union will also notify the Director of Human Resources in writing on an annual basis or as changes occur, of the names of the Executive and Stewards of the Union.
- 5.3 (a) Subject to Article 21.3, duly elected members of the Union Executive or of any recognized Union Committee shall be granted time off for meeting with Corporation officials when such meetings are prearranged and conducted during normal working hours. Affected employee(s) shall be required to promptly notify their immediate Supervisor or in her/his absence, the Acting Supervisor, of such prearranged meetings, including the time, location, anticipated duration of the meeting and the name(s) of the Corporation official(s) with whom they will be meeting before leaving work.
- (b) Duly elected members of the Union Executive or any recognized Union Committee may be granted time off work during regular working hours for Union Committee meetings related to this Collective Agreement or for Union business related to activity outside this Collective Agreement but connected with this Union Local. In all such cases, such leave shall be without pay and with the permission of the Supervisor or in his/her absence, the acting Supervisor, which shall be obtained by the employee before leaving his/her work. When seeking permission, the employee shall advise his/her Supervisor/Acting Supervisor of the purpose, time, location and anticipated duration of the meeting/business to which he/she wishes to attend.
- 5.4 **A** maximum of two (2) full time representatives of the Union may attend meetings of any Committees of employees.

- 5.5 An employee may be a member of more than one of the said Committees.
- 5.6 It is the policy of the Parties that all correspondence between them, other than grievances or correspondence arising out of grievances, shall pass to and from the Director of Human Resources and the Secretary of the Union as soon as reasonably possible.
- 5.7 All agendas of the City Council and the Board of Control are to be sent *to* the Union at the same time they are sent to the members of the said Council and Board. All minutes, if any, of the meetings thereof are to be similarly sent to the Union, provided that the Union shall not be entitled to receive any such agendas or minutes concerning or relating to meetings of the said Council or Board which are held in camera.

ARTICLE 6 - SENIORITY

- 6.1 Seniority shall be calculated on the basis of an employee's service with the Corporation, calculated from the date upon which the employee last commenced employment with the Corporation.
- 6.2 An employee shall be considered a probationary employee until he/she has worked sixty (60) days after which his/her name shall be placed on the Seniority List mentioned in Article 6.3 and his/her seniority shall date back to the date of his/her last hiring. Where multiple hirings occurred on the same date, the individuals will be placed on the seniority list in alphabetical order, using first their surname, and then if necessary, their given name or names, and those first listed will be considered senior to those subsequently listed.

The Corporation will record the accrued service time of temporary employees and consider such accrued service in hiring new permanent full-time employees within the scope of this Collective Agreement.

The termination of employment, lay-off or disciplining of a probationary or temporary employee is not arbitrable save and except as provided for in Article 23.1(d).

- 6.3 The Corporation will maintain a seniority list showing each employee's name, payroll number, department, the date upon which seniority commenced and position classification. In January and July of each year the Corporation will revise the Seniority List and will deliver copies to the Union and post a copy on all bulletin boards. Complaints about the accuracy of a Seniority List will be considered within thirty (30) days of the date of such delivery and if no complaint or grievance is received within that time, the list shall then be deemed to be accurate.
- 6.4 (a) For all posted job vacancies within this Bargaining Unit, where the skills and abilities of the employees involved are relatively equal, seniority shall govern in making the appointment.

- (b) The Union shall be advised in writing of any appointments to positions which have been bulletined, or filled through the progression provisions. Such advice will be given not later than ten days following the appointment.

6.5 In determining the length of service for the purposes of seniority, continuity of service shall not be considered interrupted if:

- (a) Absence from the Corporation's service is due to an illness and attested to by a physician's certificate (up to a maximum of all sick leave credits and fifteen months thereafter).
- (b) Absence from the Corporation's service is due to a leave of absence granted by the General Manager of Community Services or Environmental and Engineering Services and City Engineer and the Director of Human Resources.
- (c) Absence from the Corporation's service is due to service in the Armed Forces.
- (d) Absence from the Corporation's service is due to service as a voluntary firefighter.

6.6 All seniority rights of an employee shall cease for any one of the following reasons:

- (a) (s)he resigns.
- (b) (s)he is discharged and not reinstated through the Grievance or Arbitration procedures,
- (c) (s)he fails to return from leave of absence without notifying the Corporation at least 24 hours prior to the date of the expiry of the leave of absence, provided such notification is reasonably possible,
- (d) (s)he is absent from work without permission for five (5) or more than five (5) consecutive working days unless such absence is proven to the satisfaction of the Corporation to have been due to causes beyond the employee's control,
- (e) termination of sick leave and a 24 month period has occurred, providing that three months prior to that date, the Union, Employer and Employee will meet to consider the employee's permanent restrictions, prognosis and opportunities for permanently accommodated work.
- (f) (s)he is retired pursuant to the terms of this Agreement or retires.

6.7 An employee permanently transferred or promoted to a position with the Corporation outside this Bargaining Unit shall retain seniority earned to the time of such transfer or promotion subject to the following limitations:

- (a) While the employee remains in a position outside this Bargaining Unit such retained seniority shall have no application whatsoever.

- (b) If the employee is subsequently returned by the Corporation to the Bargaining Unit, seniority previously earned shall be restored and additional seniority shall begin to accrue.
- (c) The vacation entitlement of a returned employee shall be reckoned with reference to the date of last hire (and shall not be based on seniority).
- (d) An employee returned by the Corporation to this Bargaining Unit shall be placed in the position classification of labourer and no permanent employee shall be laid off as the result of this action.

ARTICLE 7 - JOB EVALUATION FOR THE PURPOSES OF RECLASSIFICATION, REVISION OF POSITION AND NEW POSITIONS

- 7.1 Job Evaluation ratings and consequent wage classifications as determined through the comprehensive review shall be maintained in accordance with the provisions of the Job Evaluation Booklet. The Parties agree that the Job Evaluation Booklet forms part of the Collective Agreement between the Parties, notwithstanding the fact that it is published in separate booklet form.
- 7.2 Schedule "A" to this Collective Agreement provides the agreed upon integration of job classifications to wage rates and steps. In addition, a listing will be maintained by the Human Resources Division, identifying the current classification for each job as determined by the Joint Job Evaluation Committee. A copy of this listing will be supplied to the Union upon request and, in any event, no less often than annually.
- 7.3 A database of Job Descriptions shall be maintained by the Human Resources Division. Finalized Job Descriptions will be consistent with the job duties, qualifications and other job characteristics as rated by the Joint Job Evaluation Committee. Upon request, the Human Resources Division will supply true copies of finalized Job Descriptions to the Union and/or to employees.
- 7.4 The Parties agree to meet quarterly on the second Thursday of each new quarter or more often as required.

ARTICLE 8 - STAFF CHANGES. ADDITIONS AND PROMOTIONS

- 8.1 (a) Whenever a new job is established in accordance with Article 7 or there is a permanent vacancy in any of the jobs covered by this Agreement and the Corporation proposes to fill such vacancy, the following shall apply:

Within (30) days the Director of Human Resources or designate will cause a notice of the permanent vacancy to be posted up on all bulletin boards in the Environmental Services Department and Community Services Department for a period of (8) working days. Any employee in those Departments who has acquired seniority or any temporary

employee within the meaning of Article 23 shall be entitled to make application for the posted vacancy and a copy of each such notice will be sent to the Union on or before the date of posting. Vacancies and new positions not filled within thirty (30) days from the date of closing of the posting shall be reposted.

In this Agreement, the expression "permanent vacancy" means a vacancy caused by such events as promotion, resignation, retirement, or discharge, and does not include a vacancy caused by approved or authorized absence from work of an employee. If a vacancy is filled on an appointed basis for (4) months or more, and such vacancy is not caused by approved or authorized absence from work of an employee, or by another employee temporarily assuming other duties, the appointment must be discontinued, or the position is deemed a "permanent vacancy" and must be posted as a vacancy, regardless if such posting indicates the vacancy as permanent or seasonal.

Opportunities for the position of Labourer will be advertised in notices on bulletin boards and such notices will not constitute a job posting. Provided that if there is a permanent vacancy for a job in any such category, the Corporation will post up an announcement of such vacancy in order to draw the same to the attention of the employees.

The Corporation will post permanent vacancies which it intends to fill and the future date for the filling of these vacancies. The successful applicant will be selected and so advised but any changes in rate of pay will occur when the employee assumes the position posted.

- (b) The notice will contain the nature of the job, a summary of the job description, the number of employees required to fill the position, the required knowledge, education, ability, skill and qualifications, and the salary range or rate of pay, and shall state the present shift.

The Corporation will notify the Union if the most senior applicant to a bulletined position vacancy will not be appointed to any such vacancy. The notification will occur prior to the appointment of another employee.

The most senior applicant who possesses the required knowledge, education, ability, skill and qualification shall be given special consideration.

In filling vacancies and new positions, the Corporation shall consider the following factors:

- i) Seniority
- ii) Qualifications and ability to perform the work

When two (2) or more candidates for the vacancy are relatively equal with regard to the factors in (ii), seniority shall govern.

- (c) The Corporation may establish seasonal bulletins in the following job classifications:
- Asphalt Raker
 - Concrete Finisher
 - Traffic Maintenance Painter
 - Tile Setter

If the Corporation proposes to establish seasonal bulletins in any other job classification, or change the number of positions, the agreement of the Union must be obtained before the establishment of such bulletin, or such change in numbers. Such permission will not be unreasonably withheld.

Seasonal bulletins will be posted and filled in the manner set out for permanent vacancies. An employee who holds a seasonal bulletin will be paid the seasonal bulletin rate whether or not he/she also holds a full-time bulletin.

Seasonal bulletins are used where vacancies in the pre-noted positions will exist for part but not all of the calendar year, and where those vacancies are likely to re-occur in subsequent years.

Postings will indicate when the duties commence and conclude.

Successful applicants will automatically be re-appointed and shall perform the duties of the seasonal position in subsequent years or shall be deemed to have relinquished the seasonal bulletin.

Employees who successfully bulletin for new positions will be required to indicate upon successful completion of the trial period whether they elect to retain or relinquish the seasonal bulletin they currently hold.

Employees may only hold the following:

- a) one full-time bulletin
- b) one full-time plus one seasonal bulletin
- c) two seasonal bulletins providing they do not overlap
- d) one seasonal bulletin

Employees may hold more than one seasonal bulletin provided the commencement and duration of the individual bulletins were such that the employee would not be required to perform the duties of one position simultaneously with that of another.

At the conclusion of the seasonal bulletin the employees will return to their permanent job classification.

Positions will not be posted if required for less than four (4) months.

- 8.2 (a) An employee who wishes to apply for any posted or announced job vacancy, within this Bargaining Unit, shall make application in writing to the Director of Human Resources

on forms supplied by the Corporation for the purpose and in accordance with the terms of the notice.

- (b) If there is no applicant or no successful applicant from the Bargaining Unit, the Corporation may then fill the permanent vacancy from outside.
- (c) Whenever any permanent vacancy is filled, a notice containing the name of the employee promoted or the name of the newly hired employee, the position in question and the effective date of the appointment shall be posted on all bulletin boards for not less than (8) working days and a copy of such notice shall be forwarded to the Secretary of the Union as soon as practicably possible following such appointment. The employee appointed will be paid in the new classification an hourly rate next higher to his/her previous rate. An employee who has performed the duties of the position for at least 520 hours during the preceding twelve (12) months will commence the duties of the position at the top rate.
- (d) The Corporation will post the vacancy caused by placing a successful applicant under the foregoing provisions of this Article, provided that Article 6.4 shall apply to the filling of any such subsequent vacancy.
- (e) The Corporation's policy regarding equity in employment opportunities and non-preferential treatment of applicants for hiring will include positions within the scope of this Collective Agreement.

- 8.3
- (a) Any successful applicant will be placed in the permanent vacancy for a trial period consisting of a minimum of (2) weeks and a maximum of (3) months. If the employee proves unsatisfactory during the trial period, or is unable to perform the new duties, (s)he will be returned to his/her former job at his/her former rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing and the Corporation in its discretion may appoint subsequent qualified applicants to the original bulletined position within 30 calendar days following the return of the successful applicant to his/her previous position.
 - (b) The status of a temporary employee who is so returned to his/her former job shall not be altered as a result of such placing and return nor shall the employee thereby acquire seniority, notwithstanding any other provisions of this Agreement.

8.4 Progression Classifications

- (a) Where a progression classification is indicated, progression of the senior incumbent in the progression classification to the higher classification will be automatic when a vacancy occurs and which the Employer intends to fill in the higher classification providing that the incumbent in the progression classification has acquired the necessary knowledge, skills and abilities, including any required licenses or certifications. The following job classes are identified as progression classifications:

- From Traffic Sign Maintenance Helper to Traffic Sign Maintenance Person
- From Sewer Cleaner to Sewer Cleaning Machine Operator
- From Assistant Greenskeeper to Greenskeeper
- From Waterworks Utility Worker II to Leading Waterworks Utility Worker
- From Facility and Equipment Operator to Chief Operator.
- From Water Meter Shop Plumber or Water Meter Servicer/Repairer to Leading Water Meter Service Repairer.

- (b) In order to be deemed to have acquired the necessary knowledge, skills and abilities, the candidate for progression must have worked in the “from” job for a minimum length of time equal to a minimum of six months. In the event that there is not an employee in the “from” job with a minimum of six months experience, article 8.4 shall not apply.

8.5

- (a) In addition to the requirements in Article 6.3, the Corporation shall maintain and keep current a database of job descriptions. The Corporation shall ensure that the Union has access to this database in order that it may obtain copies of revised or new job descriptions. Subject to Article 7, the job descriptions mentioned in this Article do not form part of this Agreement and are intended for the guidance of the Parties.
- (b) Each permanent employee or new permanent employee shall be given a copy of the job description of his/her permanent classifications, and any employee, who is successful on a bulletin shall be given the job description of his/her new positions. Successful applicants will be advised in writing of appointment.

- 8.6 The Corporation may declare any job or position redundant. Jobs are listed under Schedule “A” to this Agreement; position(s) is (are) the authorized complement of a given job. The Union shall be advised in writing within (10) days of such declaration.

ARTICLE 9 - HOURS OF WORK

9.1

- (a) The normal work week, except for shift employees, shall consist of five (5) eight (8) hour days from Monday to Friday inclusive, for a total of forty (40) hours per week. The normal work day shall not commence before 7:00 a.m. nor finish later than 5:00 p.m.
- (b) Any variations during the term of this Agreement in the normal work week, normal work day or daily hours of work shall be negotiated between the parties.
- (c) There will be a twenty (20) minute paid lunch. Lunch periods may be on a staggered basis as arranged by the supervisor. An employee will not be required to work more than five (5) continuous hours without a lunch break.

9.2

- (a) The Corporation has the sole right to schedule shifts as required.

- (b) In this Agreement, "shift" shall mean hours that any individual employee is scheduled to work outside of the normal work week or normal work day as described in Article 9.1(a).
- (c) In this Agreement, "shift employee" means any employee whose normal hours of work are outside the normal work day or work week as described in Article 9.1 (a).
- (d) Shift Premiums and Overtime — Under no circumstances shall any employee be entitled to receive both overtime payment and shift premium
- (e) An employee shall be deemed to be employed on a rotating shift when the employee's regular hours of work change from day to day or week to week, or month to month or any combination thereof, in order to provide services twenty-four (24) hours a day for all or part of the year as may be necessary.

9.3 Where a shift employee works outside the normal work day or normal work week as described in Article 9.1 (a), such employee shall be paid a shift premium of \$1.00, \$1.05 (effective June 14, 2006), \$1.15 (effective January 1, 2007), \$1.25 (effective January 1, 2008) for each hour worked on the shift between Monday and Friday inclusive and \$2.00, \$2.05 (effective June 14, 2006), \$2.15 (effective January 1, 2007), \$2.25 (effective January 1, 2008) for each hour worked on the shift between midnight Friday and midnight Sunday.

9.4 If employees normally working a normal day per 9.1(a) are required to relieve on a regular scheduled shift they shall be paid as follows:

- (a) They shall receive sixteen (16) hours off prior to starting the relief shift, or they shall be paid at the applicable overtime rate.
- (b) They shall receive the shift premium applying to the job in which they are relieving for all hours worked on the relief shift for which they do not receive overtime.
- (c) They shall receive a minimum of sixteen (16) hours off prior to returning to their normal day work, or receive the applicable overtime rate for the first day.
- (d) When a shift employee is required to relieve or replace another shift employee, Article 9.4 (a), (b) and (c) shall apply.

- 9.5 (a) An employee shall be deemed to be on a relief shift when the employee regularly works a normal work week or normal work day as described under Article 9.1 (a) but is required to relieve or replace a shift employee.
- (b) When an employee is required to relieve or replace a shift employee, Article 9.4 (a), (b) and (c) shall apply.

- (c) The employee shall receive the applicable shift premium as would have been earned by the shift employee.
- (d) When returning to the original working schedule, Article 9.4 (a), (b) and (c) shall apply.

ARTICLE 10 - OVERTIME AND SURPLUS TIME BANK

- 10.1 (a) No employee shall be called to work more than (40) hours in any one week, or more than the daily hours identified in Articles 9.1 (a) and (b) except as it may affect the proper functioning of the Department in an emergency, or to provide adequate service. Determination of a state of emergency and the provisions of adequate service shall be at the discretion of the General Manager of Community Services or Environmental and Engineering Services and City Engineer or Designate.
- (b) Any scheduled overtime opportunities will be provided on an equitable basis by rotation by seniority among available and qualified employees in the following order of priority:
- (i) within the bulletin in the work crew;
 - (ii) within the bulletin in the work area (Work area includes but is not limited to Transportation Operations, Water and Sewer Operations, Fleet Operations, Facility Operations, Parks Operations, Roadside Operations, Pollution Control Operations, Solid Waste Collection Operations and Solid Waste Disposal. Work areas may be amended by the Corporation from time to time.)
 - (iii) within the bulletin outside the work area;
 - (iv) any available and qualified employee.

For the purposes of Article 10, work crews and work areas will be determined by the Corporation, having consulted the Union, and the results posted in the work areas as required.

The completion of regular work shall not be part of such overtime opportunities. Equity will be based on hours for which the opportunity to work was offered and declined as well as hours worked.

Any demonstrated inequity brought to the attention of management will be remedied. The remedy will be equivalent to the overtime not offered on an hour for hour basis at the same premium rate of the actual occurrence.

Scheduled overtime for the purposes of this clause is planned overtime to which an employee has been assigned at least 8 hours in advance of the overtime to be worked.

Scheduled overtime does not include completion of emergency works by standby crews identified in Article 11.3 which are delayed for operational reasons.

10.2 OVERTIME COMPENSATION - Where an employee is required to work any time outside his/her normal work day or shift hours or outside forty (40) hours in any one week, he/she shall be compensated for all such time actually worked as follows:

- (a) Time and one-half the employee's regular rate of pay for each hour or portion thereof that overtime is worked on Monday to Friday inclusive except where such work is performed by a regular shift work employee on his/her normal days off (Days of Rest) occurring on Monday to Friday inclusive, in which instances two times the regular rate of pay shall apply.
- (b) Two times the employee's regular rate of pay for each hour or portion thereof that overtime is worked on Saturday or Sunday or on any of the holidays in Article 12.1, and 12.2 in addition to pay for the holiday in accordance with Article 12.
- (c) Notwithstanding the foregoing provisions of this Article, payment to an employee for overtime shall be deferred. All overtime hours so deferred shall be credited to the employee at the applicable overtime rate, aforesaid under a system known as Surplus Time Bank.
- (d) The purpose of the Surplus Time Bank is to permit limited leave of absence with pay when requested by an employee or limited lay-offs with pay as may be reasonable or necessary for the efficient operation of the Works Division. Surplus time off shall be taken upon mutual agreement between the employee concerned and his/her immediate supervisor. In administering the Surplus Time Bank,
 - (i) Each hour of overtime worked shall be deemed to be equal to 1 ½ hours or 2 hours, as the case may be, of an employee's regularly scheduled time and all such overtime hours shall be converted to straight time hours accordingly, and
 - (ii) When an employee is entitled to premium pay for regularly scheduled work on a holiday pursuant to Article 12.4, such premium pay will be converted into regularly scheduled hours.
- (e) The overtime, if any, standing to the credit of an employee will be paid as soon as reasonably possible upon the request of the employee.

Normally no more than forty (40) hours of surplus time will be permitted to remain in the bank of any individual employee past the last pay period of the calendar year. Extenuating circumstances which result in the accumulation of additional hours past the forty (40) hour threshold at year end will be considered a reasonable exception.

- (f) When payment for Surplus Time is made to an employee the amount per hour for such time shall be calculated upon the basis of the employee's average straight time hourly rate during the period such surplus time was accumulated.

10.3 Notice of required overtime shall be given in advance whenever possible.

- 10.4 An employee working overtime shall be allowed and required to take at least eight (8) hours time off between shifts except in cases of emergency.
- 10.5 Where any employee covered by this Agreement is required to work ten (10) consecutive hours or more, he/she shall be entitled to a meal allowance of \$15.00, \$15.50 (effective January 1, 2008), \$16.00 (effective January 1, 2009). An additional meal allowance shall be paid for ensuing 4 hour periods of time.
- 10.6 FOR TRANSFERRED PUC EMPLOYEES ONLY

Overtime

Except as otherwise provided for in Article 27, time worked in excess of the normal work day as defined in article 9.1 shall be paid at the rate of double time.

ARTICLE 11 - CALL-IN AND STANDBY

- 11.1 Any employee called in to work in an emergency must be paid for not less than (3) hours for such work at the applicable overtime rate. Call out time shall be calculated to allow the employee (s) a maximum of ½ hour travel to and ½ hour return inclusive of the minimum three (3) hours.

A meal allowance of \$15.00, \$15.50 (effective January 1, 2008), \$16.00 (effective January 1, 2009) will be paid if the call out time exceeds four (4) hours.

- 11.2 Standby crews shall be made up at the discretion of the General Manager of Community Services or Environmental and Engineering Services and City Engineer or his/her nominee on a rotating basis of employees in the work area or work group concerned. Each employee who is on standby crew shall be available to work upon being called by telephone.

All Water Meter Servicer/Repairers and Waterworks Utility Worker II ~~Operators~~ shall be given equal opportunity to act as the Standby Utility Person. These employees shall be offered the opportunity on a rotating basis throughout the year without any preference given to one or the other classification at any time of the year.

- 11.3 Each employee who is on standby shall be paid, while on standby, at his/her regular rate of pay for the following hours:
- 2 hours for each Saturday and Sunday
 - 4 hours for each of the holidays in Article 12
 - 1 hour for each evening other than a Saturday, a Sunday or a holiday evening
- 11.4 The Corporation undertakes to develop, maintain and post in conspicuous work sites call in lists as required.

An employee on a call in list who declines and/or cannot be reached for three consecutive call in opportunities shall be removed from the call in list for the following twelve month period after which time the employee, upon request, will be placed back on the call in list.

ARTICLE 12 - PAID HOLIDAYS

- 12.1 (a) All employees within the scope of this Agreement who are not required to work on the following holidays shall be paid, subject to Article 12.3, at the regular rate of pay for each of the following holidays:

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

and any other day declared by a competent authority to be a holiday within the meaning of the Bills of Exchange Act as amended from time to time. An employee in receipt of wage replacement benefits, not including Workplace Safety & Insurance Benefits, will receive the difference between the wage replacement benefit received and 100% of regular pay for paid holidays falling within the disability period, such amounts to be payable upon return to work, or on the first pay period in December for employees on a continuing absence.

- (b) "With pay" shall mean the regular rate of pay, including applicable shift premium(s) or if acting "with pay" will be the acting rate of pay if acting the day before and the day after the Statutory Holiday.
- (c) Employees who do not observe the following holidays - Good Friday, Easter Monday, Thanksgiving Day, the Christmas half holiday set out in Article 12.2 of this agreement, Christmas Day and Boxing Day - and require absence from work for the purpose of religious observance may substitute a day off with pay at their regular rate of pay for each of the foregoing holidays. The day substituted for the foregoing holidays must be identified by The Province of Ontario's "Schedule of Religious Holidays Requiring Absence From Work for Observance" or supported by a letter from a responsible representative of the faith. In addition, and without limiting the generality of the foregoing, for aboriginal employees, the Winter Solstice (December 21st) and the National Day of Solidarity for Native Peoples (June 21st) are deemed to be religious holidays requiring absence from work. An employee wishing to take advantage of this program must declare in writing to the Director of Human Resources by January 15th each year the days he/she wishes to take off with pay and which of the foregoing holidays he/she intends to work in substitute. An employee making use of this provision shall not be required to work on any of his or her declared holidays unless there is an emergency or the employee consents, upon request. In the event of work on the declared

holidays the employee shall be entitled to holiday pay as set out in Article 12.4. The work done on the Christian holiday by those taking advantage of this program shall be paid at the regular rate.

- 12.2 In addition to the foregoing, the one-half working day preceding Christmas Day and the one-half working day preceding New Year's Day shall constitute an additional paid half holiday, provided, however, the Christmas half holiday and the New Year's half holiday will be observed on the working day preceding the respective holiday except when Christmas Day and New Year's Day fall on a Saturday, Sunday or Monday, in which case the half holiday will be observed on the preceding Friday afternoon. An employee will receive pay of two times regular hourly rate for all hours worked in excess of 4 hours on these two one-half working days.
- 12.3 Whenever any of the above holidays, except an employee's Lieu Day, falls on a Saturday **or** Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.
- 12.4 When a paid holiday falls on a scheduled work day of an employee on a shift, **as** defined in Article 9.2(b), and said employee actually works such shift, he/she shall be paid overtime at the rate of double his/her regular hourly rate, and, in addition, he/she may elect to be paid (8) hours pay at his/her regular hourly rate in lieu of said paid holiday, or have an alternative day off in conjunction with his/her annual vacation in lieu of said holiday, **or** on a day mutually agreed upon between the employee and the department supervisor concerned.

Where holidays may be observed on days other than the calendar day on which they occur, shift workers (as defined in Article 9.2(b)) will receive any premium pay entitlement for the work performed on the calendar day, but not for any work performed on the day of observation.

A shift worker shall be considered to have worked the holiday if the majority of the hours of his/her regularly scheduled shift are worked on the holiday.

When a paid holiday falls on a day off of an employee on a shift, as defined in Article 9.2(b), he/she shall be paid (8) hours at his/her regular hourly rate and shall receive an alternative day off, without pay. This day to be mutually agreed upon between the employee and the department supervisor concerned. A shift premium is not payable in either case.

- 12.5 On the giving of a minimum of (5) working days notice, or at a mutually agreeable time, the Lieu Day mentioned in Article 12.1 must be afforded to an employee by the employee's department supervisor within the current calendar year.

ARTICLE 13 - VACATIONS

- 13.1 An employee who has less than 1 year's seniority and who leaves the employ of the Corporation shall be entitled to 1 day's vacation with pay for each completed month of service up to a maximum of 10 days.

13.2 An employee on his/her anniversary date of seniority with,

- (a) More than one (1) year but less than two (2) years of seniority shall be entitled to a vacation of two (2) weeks with pay for the previous 12 months of service;
- (b) Two (2) years or more than two (2) years, but less than eight (8) years of seniority, shall be entitled to a vacation of three (3) weeks with pay for the previous 12 months of service;
- (c) Eight (8) years or more than (8) years but less than fifteen (15) years of seniority shall be entitled to a vacation of four (4) weeks with pay for the previous 12 months of service;
- (d) Fifteen (15) years or more than fifteen (15) but less than twenty-four (24) years of seniority shall be entitled to a vacation of five (5) weeks with pay for the previous 12 months of service;
- (e) Twenty-four (24) or more years of seniority shall be entitled to a vacation of (6) weeks with pay for the previous 12 months of service;
- (f) Vacation entitlement earned will be afforded to employees in the pay period in which the employee's anniversary date of seniority occurs.

Effective with the 1999 vacation observance year, the schedule above shall apply to all employees except in those situations governed by Article 13.12.

13.3 An employee's vacation shall be taken in the twelve (12) month period following his/her anniversary date of seniority and shall not be carried forward to the next following twelve (12) months except with the consent of his/her Director or designate, which consent shall not be unreasonably withheld, provided that in no case shall more than 50% of an employee's vacation entitlement be carried forward.

An employee absent due to disabling injury or illness and unable to observe vacation credits and/or lieu day hours can have these credits paid out upon written request from such disabled employee beyond 10 months of being earned.

13.4 If any of the holidays in Article 12 fall within an employee's vacation, the employee will be paid for the holiday rather than a vacation day for the day on which the holiday falls.

13.5 No employee shall be permitted to forego his/her vacation period so that he/she may be paid in lieu of time off for vacation.

- 13.6 (a) An employee's vacation shall be made available to him/her at any time throughout the calendar year, subject to the provisions of the other paragraphs in this Article.
- (b) When an employee is entitled to three (3) or more than three (3) weeks vacation, the question of whether he/she shall be entitled to consecutive weeks of vacation or two

shorter vacation periods in one year shall be determined by mutual agreement between the employee and his/her Department Head; provided that such employee shall not be required to take any vacation period of less than five (5) consecutive working days. Vacation requests for three (3) consecutive weeks of vacation observance from September 15 of one year and June 15 of the succeeding year will receive priority consideration.

- 13.7 On or before the 15th day of April in each year, the Corporation will circulate lists so that each employee may write in his/her choice of vacation dates. When preparing the annual vacation schedule, the Corporation shall, subject to its right to maintain a qualified working force, give the choice of vacation dates to employees with the greatest seniority provided they give notice of such choice not later than the 1st day of May. The vacation schedule shall be completed on or before the 15th day of May in each year and when complete, copies shall be posted on the bulletin boards in the Departments concerned.
- 13.8 In order to receive a pay advance for vacation, an employee shall make a request in writing to his/her Director or designate not less than three (3) weeks in advance of the date his/her vacation is to commence. Such an advance shall cover only the pay period or pay periods falling within the employee's vacation.
- 13.9 In the event of the death of an employee, his/her heirs or his/her estate shall be entitled to receive such vacation pay as may stand to his/her credit.
- 13.10 Each person who has been employed by the Corporation on a temporary basis shall be paid vacation pay in accordance with the Employment Standards Act, 2000, as amended from time to time.
- 13.11 The vacation pay which is due to an employee under this Agreement or under the Employment Standards Act, 2000 as amended from time to time, as the case may be, shall not include overtime but shall include shift premiums (where the employee is regularly scheduled to work a shift within the meaning of Article 9.2) and vacation pay shall otherwise be calculated as follows:
- in the case of an hourly paid employee, upon the basis of his/her regularly scheduled work week and his/her regular hourly rate of pay.
 - in the case of an employee who has acted in another position other than his/her regular position in the previous calendar year, the vacation pay will be adjusted in the first pay period ending in March of the next payroll year. Such adjustment to be calculated as the difference between the vacation pay at the acting rate of pay and the vacation pay at the regular rate of pay for the hours worked at the acting rate in that previous calendar year.

13.12 TRANSFERRED PUC EMPLOYEES

Notwithstanding the provisions of the Collective Agreement, employees who have been provided greater vacation entitlement than the normal schedule will continue to receive the greater entitlement.

ARTICLE 14- HOSPITAL, HEALTH, DENTAL, GROUP INSURANCE, SICK LEAVE, PENSIONS

- 14.1 All of the insurance mentioned in Article 14 shall be as more particularly described and set forth in the respective policy or policies of insurance. The Union shall receive true copies of the policies mentioned herein in January of each year. Any dispute over payment of benefits under any such policy or policies shall be adjusted between the insured or the beneficiary under such policy and the insurer concerned but management will use its best efforts to adjust and settle any such dispute.
- 14.2 The Corporation and the Union will cooperate in promoting a program of preventive measures in order to reduce the incidence of illness among the employees.
- 14.3 Every employee shall be fully responsible for keeping the City informed of changes in marital status or number of dependants. An employee who is entitled to reduced hospitalization or medical benefit premium because of a change in his/her dependency status, and who fails to notify the City of such change, shall be responsible for the extra premium expense paid by the City on his/her behalf because of such failure to notify and this extra cost shall be deducted from the employee's wages.

Every employee shall immediately notify his/her supervisor in the event of incurring an injury on the job.

14.4 Retiree Benefits – Excluding Former P.U.C. Employees

With twenty (20) or more years of service and enrolled in the following insurance plans prior to retirement:

- (i) Ontario Health Insurance Plan,
- (ii) Extended Health Care including vision care of \$120.00 in thirty-six months and the deluxe travel plan,
- (iii) Dental Plan #9 or equivalent may elect to continue such insurance coverage from date of retirement to age 65,

the Corporation will pay the premiums for the insurance plans from retirement to age 65.

Effective June 14, 2006 all employees, including Transferred Former PUC, Former Town of Westminster and Former County of Middlesex employees, who retire on or after June 14, 2006, with twenty (20) or more years of service and are enrolled in the insurance plans outlined in

Article 14.13 (c), (d), (e), (f) and (g) prior to retirement, the Corporation will pay the premiums for the plans outlined in Article 14.13(c), (d), (e), (f) and (g) from retirement to age 65.

Appendix "B" attached to this agreement outlines additional retiree benefit provisions and conditions.

14.5 Sick **Leave** and Retirement Gratuity Benefits –Excluding Former P.U.C. Employees

Employees in the Bargaining Unit, not including transferred P.U.C. employees, shall be entitled to the sick leave and retirement gratuity benefits as per the following:

- (a) (i) Each permanent employee, with a seniority date prior to February 1, 1985, shall be eligible to a credit of 12 days sick leave yearly, accumulated on a weekly basis by hours. Such credits shall be cumulative.
- (ii) Each permanent employee with a seniority date on or after February 1, 1985, shall earn (1) day (8 hours) of sick leave credit for each complete month during which they worked all scheduled hours unless the employee has used 2 days (16 hours) of sick leave in that month. Vacation, statutory holidays, bereavement leave, surplus time leave, or absence for which an employee receives *Workplace Safety and Insurance Act, 1997* as amended from time to time ("WSIA") temporary disability benefits, lay-off of (5) days or less, or authorized union business are considered hours worked. Such earned credits shall be cumulative.

An absence (or absences) for any other reason shall mean the employee does not earn sick leave credits for that month, provided the cumulative total of such absences was (1) day (8 hours) or more.

- (b) Each employee, after acquiring seniority with the Corporation shall be eligible to receive sick leave, at full salary or wage rate, for any time lost by illness to the full extent of Sick Leave Credits available to him/her at the time of such absence.
- (c) Except as otherwise herein provided, the number of days an employee is absent on account of illness shall be deducted from his/her cumulative Sick Leave Credits.
- (d) An employee who is absent because of sickness for five (5) days or more shall, on request, provide the Director or designate of his/her Division with a certificate from a qualified physician certifying as to his/her inability to return to work and subsequently as management may require.
- (e) Where an employee (not including employees who transferred from the P.U.C.) is absent as a result of an accident while at work, or illness inherent to occupation, and, as a result, is receiving, WSIA benefits as awarded by the Workplace Safety and Insurance Board ("WSIB"), he/she shall receive the difference between his/her regular pay and the Board's award, such difference not to be deducted from his/her sick leave credits. If such an employee is not eligible for WSIA benefits, he/she shall receive

sick leave pay according to this by-law and the time off shall be deducted from his/her Sick Leave Credits.

The Parties will work together towards an active WSIA rehabilitation program.

- (f) Re-employed personnel of the Armed Forces shall receive the same Sick Leave Credit for the time spent in the Forces as they would have received had they remained with the Corporation.
- (g) Sick Leave Credits earned by service in any Department shall be credited to the employee concerned and sick leave pay to which the employee is entitled shall be authorized by the Department in which the employee is employed at the time of illness.
- (h) Every employee with a seniority date prior to February 1, 1985, and who is, at the time of his/her retirement, actively engaged at his/her duties or absent on duly authorized leave, shall be entitled to receive a sick leave gratuity on one, but not both, of the following bases:
 - (i) On the date of his/her retirement, he/she may be granted a sick leave gratuity in cash equal to his/her salary, wages or other remuneration for one-half the number of days standing to his/her credit and in any event not in excess of the amount of one half year's earnings at the rate received by him/her immediately prior to termination of employment; or
 - (ii) With the consent of his/her Department Head, in lieu of the sick leave gratuity which would otherwise be paid in cash in accordance with the foregoing, such employee may be granted retirement leave with full pay for a period equal to one-half the number of days standing to his/her credit and in any event, not in excess of a period of (6) months. Such leave shall be completed as of the date of normal retirement.

Employees with a seniority date on or after February 1, 1985, are not entitled to such benefit.
- (i) Any employee with a seniority date prior to February 1, 1985, and who on termination of his/her employment with the Corporation has at least (7) years of service; or the Estate of such employee who dies while in the employ of the City, having at least (7) years service, shall be entitled to receive pay for the period equal to one-half the number of days standing to his/her credit and, in any event not in excess of the amount of one-half year's earnings at the rate received by him/her immediately prior to termination of employment .

Employees with a seniority date on or after February 1, 1985, are not entitled to such benefit.

- (j) Whenever an employee, formerly employed by another Municipality or local Board which had established a Sick Leave Credit Plan under this or any other general or special Act, leaves the employ of that municipality or local Board, and immediately transfers to the employ of the City of London, without interruption of employment by another employer, the Director of Human Resources shall take such action as may be necessary to place such sick leave credits to the new employee's credit in the records of the City of London. The manner of earning Sick Leave Credits, and the eligibility to a retirement gratuity or leave, or pay upon death or termination of employment, shall be governed by the employee's seniority date, as previously set out.
- (k) If an employee's absence due to such sickness extends beyond a pay period, his/her pay shall, to the extent of his/her accumulated sick leave credits, be continued during such absence provided the employee gives or causes the giving of prompt notice of his/her sickness.
- (l) An employee who gives notice of absence due to sickness may be required to produce evidence of sickness reasonably satisfactory to the Director of Human Resources. In the event the Corporation requests an employee who is absent on sick leave to submit a medical examination by a physician appointed by the Corporation, the Corporation shall be entitled to a copy of the physician's report.
- (m) Employees eligible for short term disability or long term disability insurance do not earn sick leave credits for any time they were so eligible, unless the employee returns to active employment, at which time he/she would receive those credits which he/she would have otherwise earned.

14.6 Pension

The Corporation and the Union agree to the Ontario Municipal Employees' Retirement System as established.

- (a) The current basic OMERS pension provides a retirement benefit previously provided through Supplementary Plans.

14.7 Retirement

An employee shall be subject to retirement upon attaining his/her 65th birthday; provided that a retired employee may upon mutual agreement of the Parties, be rehired as a temporary employee but shall not thereby acquire or reacquire seniority under Article 6.1.

14.8 **Income Indemnity, LTD – Excluding Former P.U.C. Employees**

The Corporation shall provide an Income Indemnity, and, a Long Term Disability Insurance Plan. Participation in the said Insurance Plans shall be mandatory and shall be a condition of employment.

- (a) All permanent, non-probationary employees will be covered by a Short-term Disability (S.T.D.) Insurance Plan. The Plan will provide for a benefit payable to an employee who is sick and thereby unable to work in the amount of 65% of the employee's normal weekly base pay (40 times normal hourly rate) to a maximum benefit of \$800.00 per week.

The Plan will provide benefits only following the exhaustion of an employee's accumulated sick leave credits or five (5) working days, whichever is later. The Plan will provide for a maximum of twenty-six (26) consecutive weeks of benefit for any individual claim.

The Corporation shall pay the premium cost of the Plan.

- (b) All permanent, non-probationary employees will be covered by a Long-term Disability (LTD) Insurance Plan. The Plan will provide for a benefit payable to an employee who is sick and thereby unable to work in the amount of 65% of the employee's normal monthly base pay. The L.T.D. benefits are payable only after an employee has exhausted the aforementioned accumulated sick leave credits and the S.T.D. benefits.

The Plan provides a maximum monthly benefit of 70% of normal monthly base pay or \$2,800.00 for new claims established after January 1, 1992.

The Plan provides for benefits until recovery from disability, death or the attainment of age 65 years.

The Corporation shall pay the premium cost of the Plan.

Further information regarding the Long-term Disability Plan is set out in Appendix 'A'.

- (c) An employee in receipt of wage replacement benefits, not including WSIA benefits, will receive the difference between the wage replacement benefit received and 100% of regular pay for paid holidays specified in Article 12 falling within the disability period. The aforementioned amounts will be paid to the employee upon return to work.

14.9 Sick and Accident Plan - Transferred P.U.C. Employees

(a) Sickness and non-occupational accident benefits shall be paid to permanent employees, after completing three (3) months continuous service. Any probationary period may be extended by the amount of sick time benefit paid under this Article. No benefits under this Article shall be payable if the employee is disabled as a result of sickness or accident for which the employee is entitled to receive benefits under The Workplace Safety and Insurance Act, 1997 as amended from time to time (WSIA).

(b) To qualify for sick and non-occupational accident benefits, eligible employees shall notify their immediate supervisor giving a reason for their absence that is satisfactory. Employees shall call their immediate supervisor or, if their immediate supervisor is not available, their respective offices as follows:

Parks Employees - A.J.Tyler Operations Centre - Dispatch office

Recreation Employees - A.J.Tyler Operations Centre - Dispatch office

not later than 1/2 hour before their scheduled starting time on the first day they are off work. If it is physically impossible for the employee to give notification within the prescribed time, he or shall make such notification as soon as possible.

(c) For periods of absence of four (4) working days or less, the employee shall provide a doctor's certificate upon return to work if requested to do so by his or her immediate supervisor during his or her absence. For all absences under this Article an "absentee slip" shall be completed by the employee.

For periods of absence of more than four (4) working days, the employee shall provide a doctor's certificate within the first twelve (12) days of absence, and subsequently as the management may require. All such certificates shall be signed by a physician legally licensed to practice medicine and personally attending the employee for whom the certificate is submitted.

(d) Eligible employees shall receive benefits under this Article for a period of not more than seventeen (17) weeks at full regular pay for any one disability.

If after the termination of any disability under this Article, such employee again becomes disabled due to the same or related causes, such later disability shall be treated as a continuation of the previous disability, unless such employee has completely recovered from the previous disability and was continuously and actively at work on full time and for a full pay period of at least thirty (30) days after termination of the previous disability.

(e) When an employee has had four (4) incidents of sick leave in a calendar year, payment for subsequent incidents of sick leave for the balance of the year shall commence on the second consecutive working day of such leave. An incident is

defined as any period of four (4) hours or more for employees in the forty (40) hour schedule and three and one-half (3 ½) hours or more for employees in the thirty-six and one-quarter (36 1/4) hour schedule.

(f) **WSIA Compensation- Transferred P.U.C. Employees**

Permanent employees off because of accidents occurring during working hours shall receive 90% of their regular pay from the Corporation from the first day off for a minimum period of 90 calendar days provided the employee receives medical attention and is authorized to be medically absent from employment. Any WSIA payments received for this period shall be paid over to the Corporation by the employee.

At the end of ninety (90) calendar days, the employee shall be paid by the WSIB and Corporation payment shall cease.

14.10 Medical or Dental Appointments - Transferred P.U.C. Employees

Permanent employees shall be allowed time off not to exceed four (4) hours per year for medical or dental appointments. This time may be taken as four (4) one (1) hour, two two (2) hour or one (I) four (4) hour appointment(s). Time off shall be arranged with the immediate supervisor concerned prior to the appointment. Employees shall endeavour to arrange these appointments in the first or last hour(s) of the shift.

Notwithstanding the foregoing paragraph, an employee may be granted leave of absence without pay providing suitable arrangements can be made with his or her immediate supervisor.

14.11 LTD and Other Benefit Plans-Transferred P.U.C. Employees

- (a) The Corporation shall pay 100% of the cost of:

Long Term Disability Plan, three (3) year own occupation for permanent employees.

- (b) For employees retiring at fifty-five (55) years or over up to age sixty-five (65), the Corporation shall pay 100% of the cost of:

Vision Care Plan providing for \$200.00 for each two (2) year period
Green Shield Supplementary Plan or equivalent for semi-private care
Green Shield Extended Health Care Plan R-4 - \$10/\$20 deductible
Green Shield Drug Plan 7 - CO-Pay: Nil
Green Shield Deluxe Travel Plan QJ (formerly Medex)
Green Shield #9 Dental Plan or equivalent with current O.D.A. rates.
Rider to include caps and crowns with annual maximum of \$1000.00 with 50/50 co-payment. Rider to include orthodontic services with lifetime maximum of \$1000.00 with 50/50 co-payment.

This payment of benefits shall cease at age sixty-five (65).

Effective June 14, 2006 early retiree benefits for former PUC employees will be administered in accordance with Article 14.4.

- (c) The following shall apply only when the employee is in receipt of L.T.D.I. benefits or WSIA benefits.

- (i) The Corporation shall apply for a disability waiver of premium for Life Insurance in Article 14.13 and O.M.E.R.S. pension in Article 14.6.

- (ii) The Corporation shall continue the payment of medical premiums in Article 14.13 for twelve (12) months after expiration of the Commission sick leave plan.

After twelve (12) months, further payments shall be prorated according to length of service as determined by the posted seniority list as follows:

Less than five (5) years service - no further payment.

For each year of service over five (5) - six (6) months payment.

In no case shall payment be continued past age sixty-five (65).

- (iii) During this twelve (12) month period the employee may be released and this period may be extended by a period of not more than six (6) months on receipt of extenuating medical certification.

- (iv) When the employee is no longer eligible for corporation payment of premiums, he or she may remain in the Corporation group and make across-the-counter payments to continue these benefits.

- (v) If payment of medical premiums can be secured from other sources, such as spouse's employment or premium assistance, the Corporation is not obligated for these payments.

14.12 Employment Insurance Premium - Transferred P.U.C. Employees

- (a) The Corporation shall pay the employee's share as well as the employer's share of the cost of Employment Insurance Premiums for employees having completed six (6) months continuous service.
- (b) It is agreed that the terms of this Agreement satisfy all legislative requirements related to the Employment Insurance Premium Reduction.

14.13 Group Hospital, Health, Dental and Life Insurance Plans

- (a) Effective December 1, 2001 the benefit plan for all permanent, CUPE 107 employees including transferred P.U.C. employees, Former County of Middlesex employees and Former Town of Westminster employees will be as outlined in this article 14.13. The Insurance Carrier will be determined by the employer in consultation with the Union.

Effective June 14, 2006, there will be no deductibles for benefits listed in Article 14.13.

- (b) The Corporation will pay 100% of the premiums for the said health plans as set out below:
- The Ontario Health Insurance Plan
 - Supplementary to the Ontario Hospital Insurance Plan with no deductible
- (c) The Corporation will pay 100% of the premiums for the Basic Dental Plan 9 at current Ontario Dental Association Fee Guide for General Practitioners subject to 9 month recall from the last visit except for children age 16 and under who are subject to a 6 month recall.
- (d) The Corporation will pay 100% of the premiums for Orthodontic Rider #3 with a lifetime maximum benefit of \$2,500 (\$3000 effective January 1, 2009) on a 50/50 co-insurance basis.
- (e) The Corporation will pay 100% of the premiums for Major restorative Rider #4 with an annual maximum of \$1,000 on a 50/50 co-insurance basis,
- (f) Effective June 14, 2006, the Corporation will pay 100% of the premiums for Pit and Fissure and Space Maintainers.
- (g) The Corporation will pay 100% of the health plan premiums for:
- i. A semi private hospital plan
 - ii. A drug plan that provides for generic substituting except upon express instruction of a physician and a maximum prescription dispensing fee of \$8.00 (\$10.00 effective Jan 1, 2009) or the ODP dispensing fee, whichever is greater
 - iii. Vision Care benefit of two hundred and fifty dollars (\$250.00) (\$300.00 effective January 1, 2009) per twenty-four (24) consecutive months with a twelve (12) consecutive month prescription change rider plus loss or breakage replacement up to the maximum dollar amount.
 - iv. a Deluxe Travel Plan
 - v. Dependent Coverage for unmarried, unemployed dependent children over twenty-one but under twenty-five years of age in full-time attendance at a school, college or university
 - vi. Hearing Aid and Paramedical Services for the following:

- Chiropracist
- Chiropractor
- Osteopath
- Naturopath
- Podiatrist
- Physiotherapist
- Registered Masseuse
- Clinical Psychologist
- Speech Pathologist

Combined total maximum amount allowed for all paramedical services and hearing aid is \$1,200 per year; \$1,400 per year effective June 14, 2006.

- (h) Enrolment in the benefit plans outlined in (c),(d),(e),(f) (g) and (h) this Article will be the first of the month following month of hire unless date of hire is prior to the 15th of the month in which case coverage will include the month of hire.
- (i) The Corporation shall pay 100% of the premiums for a Group Life Insurance Plan. Participation in the said Insurance Plan shall be mandatory and shall be a condition of employment.

The Group Life Insurance Plan under which the life of each permanent employee shall be insured for:

- i. Basic life insurance coverage to the extent of two times an amount equal to the employee's annual salary calculated to the next \$1,000 up to a maximum of \$100,000, effective June 14, 2006 \$150 000.
- ii. In the event of accidental death, to the extent of two times an amount equal to the employee's annual salary calculated to the next \$1,000 up to a maximum of \$100,000, effective June 14, 2006 \$150 000.

The disability waiver of premium benefit will be provided to age 65

Optional Life Insurance is available in the coverage amounts of \$25,000 for a spouse and \$12,500 for a dependent child with premiums paid entirely by the employee.

- (j) An eye exam once every twenty-four (24) consecutive months up to a maximum amount of \$80.00 per exam for employees only effective January 1, 2007.

14.14 Amendments, if any, to Long Term Disability, Short Term Disability, Accidental Death and Dismemberment and Life Insurance provisions are not applicable to employees who are not actively at work at the time the amendments become effective.

ARTICLE 15 - REMUNERATION

- 15.1 The Corporation agrees to provide all permanent employees with a seniority date prior to February 1, 1985 and who are available for work, the opportunity of working a minimum of 2080 hours a year inclusive of annual paid vacation, paid holidays, authorized or unauthorized leave of absence, and sick leave subject to the provisions of this Agreement respecting hours of work, overtime and Surplus Time Bank. Such employees shall be paid weekly regardless of the number of hours worked in that week, at the appropriate rate for the job classifications occupied from time to time according to Schedules "A" of this Agreement, subject, however, to the provisions of this Agreement.

Employees with a seniority date on or after February 1, 1985 are not provided such opportunity, and are subject to lay off.

- 15.2 In the event an employee reports for work and is sent home before he/she has completed half of his/her shift, he/she shall be paid a minimum of (4) hours at his/her regular hourly rate of pay.
- 15.3 An employee required to perform the duties of a higher rated position and/or classification shall be paid at the top rate for the position or classification so occupied.

Members of the Bargaining Unit acting as Supervisors shall receive the rate of pay applicable to the position temporarily occupied and shall continue to remain entitled to the terms of the Collective Agreement provided that employees so appointed shall not be authorized to administer any disciplinary action to Bargaining Unit employees while temporarily occupying such positions. Employees temporarily assigned as Acting Supervisors will be paid 90% of the job rate. No employee will be appointed ~~an~~ Acting Supervisor for longer than five consecutive months at a time.

- 15.4 Where an appointment to a non-permanent vacancy within this bargaining unit for a period of (2) working days (which may include overtime) or more is to be made, such appointment shall be made on the basis of the consideration relevant to promotions, provided that the Corporation shall have the right to restrict eligibility for such appointment to those employees who in the opinion of the Corporation are actually available to receive such appointment without disruption to the Corporation's activities. The Parties acknowledge that during a trial period successful candidates for positions in accordance with Article 8 will not be considered for appointment opportunities.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.1 (a) It is the mutual desire of the Corporation and the Union that all complaints and grievances shall be resolved as quickly as possible. Subject to Article 21.3, if a complaint arises during normal working hours, the Chief Steward or a member of the Grievance Committee or a Steward shall be granted reasonable time off from his/her duties, if such time off is required during normal working hours to discharge the duties

of his/her office to investigate the complaint with the employee and/or the Supervisor concerned, and to attend at the arbitration of any grievances.

- (b) All meetings at which grievances are processed shall be held in camera.
- (c) Employees in this Bargaining Unit are required to comply with the grievance and arbitration procedures in matters deemed to be any violation(s) of the terms of the agreement and shall not seek grievance resolution by appeal to the Council of the municipality or any member of the Council.
- (d) A Grievance under this Agreement shall be defined as any difference or dispute between the Corporation and any employee or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
- (e) The time limits fixed in this Article and in Article 17 may be extended by consent of both Parties to this Agreement.
- (f) A full time representative of the Union may attend meetings held at Step 2 or at Step 3 of the Grievance Procedure.

16.2 In the event of a grievance by an employee, he/she shall take the matter up within and not after (5) working days after the employee became aware or ought reasonably to have become aware of the incident or circumstances giving rise to the grievance. A policy grievance or group grievance shall be taken up within and not after (15) working days after the date of the incident giving rise to the grievance, or the aggrieved Party ought reasonably to have become aware of such incident or circumstances.

16.3 The following is the procedure which shall be adhered to in processing Grievances, save as otherwise provided in this Article and in Article 18.

Step No. 1

The employee shall discuss the matter with his/her immediate Supervisor and the respective Manager or his/her nominee, and an attempt shall be made to adjust the employee's complaint. The immediate supervisor the employee and a Steward shall be present during the discussion.

Step No. 2

If a settlement satisfactory to the employee is not reached within (3) working days of the date the matter was taken up with the employee's immediate supervisor or his/her nominee at Step 1, the Steward and, as the Union deems appropriate, the Chief Steward and employee concerned, may, within and not after (7) working days of that date, formally submit and meet to discuss the Grievance with the respective Division Manager, or his/her nominee. A Grievance submitted at Step 2 shall be in writing, shall contain a concise statement of facts complained of, and the redress sought, and shall be signed by the employee and the Steward. The Division Manager

shall give his/her decision or answer in writing within ten (10) working days following the Step 2 meeting date.

Step No. 3

If the Grievance is not settled at Step 2, the Steward or the Chief Steward may, within and not after (5) working days of the date of receiving the decision of the Division Manager or his/her nominee, (or, if no decision is received from that Official, then within (5) working days after such decision ought to have been given), take the Grievance up with the Director of Human Resources. If the Grievance is not settled within (10) working days after the date it was taken up with the Director of Human Resources or his/her nominee, then the Union may, within and not after (20) working days after the date upon which the Grievance was taken up with the Director of Human Resources, refer the Grievance to Arbitration under Article 17.

- 16.4 (a) A Grievance filed by a group of employees and a policy grievance of the Union shall be taken up at Step 2 of the Grievance Procedure.
- (b) A policy grievance of the Corporation shall be in writing and may be initiated by the Director of Human Resources delivering the grievance to the President of the Union or in his/her absence to the presiding officer of the Union. If any such grievance is not settled within (15) working days of the date of such delivery, the Corporation may refer the grievance to arbitration under Article 17.

ARTICLE 17 - ARBITRATION

- 17.1 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to Arbitration and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected shall proceed to appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a chairman within (15) days either party may ask the Minister of Labour to make the appointments that are necessary to constitute the board of arbitration. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the chairman governs. The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the Parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board and will share equally the fees and disbursements of the chairman.

- 17.2 Notwithstanding the foregoing, on agreement between the parties, a single arbitrator may be substituted for the Arbitration Board set out herein. The grievances will be assigned to an arbitrator on a mutually agreed upon list in the order of the date they were referred to arbitration unless the Parties agree to consolidation. If the Parties agree to the use of a single Arbitrator, then the cost of such Arbitrator shall be shared equally by the Parties.

ARTICLE 18 - DISCHARGE AND DISCIPLINE CASES

- 18.1 In the event an employee, who has attained seniority, is discharged or disciplined and the employee considers that an injustice has been done, the matter may be taken up at Step 2 of the Grievance Procedure. In such cases, Manager or his/her nominee, shall ensure that a Steward is requested to be present at the time the employee is advised of the discipline or discharge.
- 18.2 (a) In the event an employee is disciplined or discharged, the Union shall be notified promptly of such action.
- (b) If an employee is suspended without pay pending investigation, a decision will be made by Management within three (3) days to confirm or cancel the suspension or to adjust the length of suspension, except that in extenuating circumstances when a decision cannot be reached within three (3) days, Management and the Union will meet to determine whether or not the employee shall be returned to work during a period of further investigation.
- (c) If the suspension is cancelled, the employee shall receive pay for all normal time lost. If the suspension is found to be valid, the date of suspension shall be retroactive to the first day of suspension.
- 18.3 Records pertaining to employee discipline will be removed from the employee's personnel file on the third anniversary of each disciplinary action provided there have been no other disciplinary actions taken during the three year period in which case the disciplinary record will remain.
- 18.4 Where an employee's grievance against his/her discharge or discipline duly comes before an Arbitration Board the Board may make a ruling,
- (i) confirming the Corporation's action, or
 - (ii) reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of his/her case), or
 - (iii) disposing the grievance in any other manner which may be just and equitable

ARTICLE 19 - PROTECTION OF EMPLOYEE'S POSITION AND DISABILITY TRANSFERS

- 19.1 The Corporation agrees that where a change in organization within the Environmental Services Department or Community Services Department deprives an employee of employment, such employee, if permanent and qualified will be given preference in transferring to such civic works as may be available.
- 19.2 An employee will be expected to be physically able to perform any work required in his/her department which is usually performed by an employee in the same position classification. Any employee who is unable to perform any such work must be rated separately and his/her case specially considered, having regard to the nature of any work which he/she may be able to do.
- 19.3 a) Any employee who becomes unable to perform his/her usual work to advantage, owing to age or other good causes that medical examination may show, shall be given preference to such light work as is available and which he/she may be qualified to do.
- b) When an employee, due to medical reasons, is placed in a position carrying a lower rate, his or her existing rate shall be red-circled for a period of one (1) year from date of transfer. At the completion of this first year in the lower paid classification, his or her hourly rate shall be reduced by 3% and by a further 3% at subsequent six (6) month intervals. This retrogression shall proceed until the reduced wage rate and the wage rate of his or her new classification are the same. Upon reaching the rate of the lower paid classification, the employee concerned shall be granted negotiated increases for that classification.
- If a lower rated position is not available, and an employee, due to medical reasons, is placed in a position carrying a higher rate of pay, the terms of Article 15.3 shall apply.
- 19.4 An employee to whom Article 19.2 and 19.3 applies shall be subject to an examination by the Corporation's medical examiner or by another physician selected by the Corporation. The employee and the Corporation shall be entitled to a copy of the report of such examination. If the employee is not satisfied with his/her rating following such examination, he/she will have the right to be examined by his/her own physician. If the report of the employee's physician is contrary to the first report, he/she will be examined by a third physician satisfactory to both Parties. The third physician will be requested to complete a standard medical examination form but will not be informed of the reason for the examination. The results of such examination shall not be disclosed to the Corporation without the consent of the employee who may wish to use the same in support of a claim for special consideration.
- 19.5 a) The Corporation will not contract out any work which will result in any employee in the Bargaining Unit being laid off work.

b) *TRANSFERRED P.U.C. EMPLOYEES*

The Corporation agrees it shall not put out for tender or contract any position now filled by a member of the Local who was a member of Local 4, CUPE, so as to have the effect of causing any permanent employee in the Bargaining Unit to be laid off or reduce his/her present rate of remuneration.

ARTICLE 20- CLOTHING & TOOL ALLOWANCE and ADMINISTRATION FEES

20.1 The Corporation agrees to provide at its own expense, to employees designated by the General Manager of Community Services or Environmental and Engineering Services and City Engineer, the protective clothing and equipment as mandated by the Occupational Health and Safety Act, as amended from time to time /Construction and Industrial Establishment Regulations, except for those safety items for which ~~an~~ allowance is provided per Article 20.2. The list of items are as follows:

B.1 The following are particulars of the safety related clothing, equipment and frequency of issue mentioned in Article 20.

ITEM	FREQUENCY OF ISSUE
Rubber Boots	At discretion of General Manager of Community Services or Environmental and Engineering Services and City Engineer
Wet weather gear	At discretion of General Manager of Community Services or Environmental and Engineering Services and City Engineer
Safety glasses	At discretion of General Manager of Community Services or Environmental and Engineering Services and City Engineer
Gloves	At discretion of General Manager of Community Services or Environmental and Engineering Services and City Engineer
Hard hats	At discretion of General Manager of Community Services or Environmental and Engineering Services and City Engineer
Safety goggles	At discretion of General Manager of Community Services or Environmental and Engineering Services and City Engineer

Flagman's vest	At discretion of General Manager of Community Services or Environmental and Engineering Services and City Engineer
Reflective jacket	At discretion of General Manager of Community Services or Environmental and Engineering Services and City Engineer
Reflective cover-alls	At discretion of General Manager of Community Services or Environmental Engineering Services and City Engineer

The wearing of clothing in accordance with the Workplace Attire Policy and all pertinent safety related clothing (including approved safety footwear) and equipment by members of the Bargaining Unit while on duty is a condition of employment.

20.2 Clothing and Footwear Allowance

- (a) All permanent employees will receive a clothing and footwear allowance of \$500, \$525 (effective January 1, 2007), \$550 (effective January 1, 2009) except as noted in clause d and clause e;
- (b) For new permanent employees hired during the calendar year, the annual applicable clothing and footwear allowance shall be pro-rated on a monthly basis commencing the month after the hire date;
- (c) The Corporation shall continue to provide wet weather gear and safety items set out per Article 20.1;
- (d) The Corporation will continue to provide coveralls and cleaning facilities, for Fleet and Pollution Control staff. Employees in these positions will receive an annual clothing allowance of \$450.00, \$475 (effective January 1, 2007), \$500 (effective January 1, 2009).
- (e) The Corporation will provide two pairs of safety boots per year to permanent employees requiring special fit boots, as specified by medical certificate. These employees will receive a clothing allowance of \$305.00.
- (f) All Clothing Allowances will be paid on the first pay period of each year, except as noted under (b)

20.3 TOOL ALLOWANCE- To those permanent employees in classifications designated by management to supply their own tools as a condition of employment for the adequate performance of their position, the Corporation shall pay an annual allowance as follows:

Group 1 - Motor Vehicle Mechanic and Maintenance Mechanic
\$450.00 effective January 1, 2005

\$475.00 effective January 1, 2007

\$500.00 effective January 1, 2009

Group II- Water Supply Operator, Journeyperson General Carpenter, Master Electrician, Master Plumber & Steam and Gas Fitter, General Concrete Worker, HVAC Technician, Refrigeration Mechanic, Steam fitter, Industrial Electrician, Instrumentation Technologist

\$250.00 effective January 1, 2005

\$275.00 effective January 1, 2007

\$300.00 effective January 1, 2009

Apprentices will receive the same tool allowance as the certified trade the apprentice is registered in, per the schedule above.

For new permanent employees hired during the calendar year, the annual applicable tool allowance shall be pro-rated on a monthly basis commencing the month after the hire date;

- 20.4 ADMINISTRATION FEES- The Corporation will pay the Administration Fees of all Licensing or Certification required for employees for the performance of their work in accordance with the approved Job descriptions, with the exception of Driver's Licenses.

ARTICLE 21 – LEAVE OF ABSENCE FOR UNION BUSINESS AND LIMITS ON UNION TIME OFF WITH PAY

- 21.1 Subject to Article 21.3, leave of absence without loss of seniority shall be granted to not more than (4) employees who are elected or appointed to represent the Union at a conference or convention.
- 21.2 An employee who is elected to a full-time position with the Union shall be granted leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority, for a maximum period of (2) terms in office, which terms shall not exceed (4) consecutive years. An employee who is selected or appointed to a full-time position with the Union shall be granted up to (12) months leave of absence without pay and without the other benefits provided by this Agreement, but without loss of seniority. While on such leave of absence, the employee may make across the counter payments to continue his/her medical, hospital, pension and other benefits under this Agreement. The aforementioned payments are capped at 35% of base pay. Upon the expiration of either of such types of leave of absence, the employee shall resume his/her duties with the Corporation, or shall be considered to have tendered his/her resignation from the employ of the Corporation if he/she fails to return at that time.
- 21.3 The combined total of time off that will be granted with pay for all bargaining unit members, save and except the Union President, under Articles 5.3 (a), 16.1 and 21.1 shall not exceed 2,500 hours per calendar year. No other time off with pay and/or leaves of absence with pay shall be granted to any bargaining unit member for the purposes of conducting Union business,

any other Union duties or activities or for any other reason. All requests for time off in excess of 2,500 hours per calendar year shall be without pay.

ARTICLE 22 - LEAVE OF ABSENCE AND BEREAVEMENT LEAVE

22.1 Where an employee with the Corporation, is absent by reason of a summons to serve as a juror, or of a subpoena as a witness, he/she may at his/her option:

- (i) take a leave of absence without pay and retain both the fee and the expense allowance paid by the Court; or
- (ii) charge the absence against vacation credits and retain both the fee and expense allowance paid by the Court; or
- (iii) treat the absence as a leave with pay (but with no charge against any of his/her credits) but surrender the fee and expense allowance to the Commissioner of Finance and Administration and City Treasurer when received.

Notwithstanding the above, an employee who is subpoenaed as a witness at a grievance arbitration arising from the administration of this Collective Agreement shall receive his/her normal base pay for the day of the hearing and shall not be required to attend at work on his/her normal shift for that day.

22.2 A Division Manager may grant leave of absence without pay in case of a personal emergency.

22.3 Two members of the Union shall be given time off, with pay, to attend funerals of City employees.

22.4 In the case of death in the immediate family of an employee, namely, spouse, child, mother, father, sister, brother, step-child, step-mother, step-father, grandchild or legal ward or guardian, an employee shall be permitted to be absent for (5) working days with pay; in the case of death of mother-in-law, father-in-law, grandmother, grandfather, step-brother, step-sister, to an employee shall be permitted to be absent (2) working days with pay, including the day of the funeral; for a relationship beyond that, such as uncles, aunts, cousins, nephews, nieces, sister-in-law and brother-in-law, an employee shall be permitted to be absent from work (1) day with pay for the purpose of attending the funeral and/or the memorial service of such relative. In the event of a bereavement of one of the relatives named above, the Director may increase the paid leave for up to two days for an employee to attend a funeral or memorial service beyond the Province of Ontario or in Ontario if additional travel time is deemed necessary and reasonable.

22.5 "With pay" shall mean the regular rate of pay or if acting, "with pay" will be the acting rate of pay if acting the day before and the day after the bereavement leave.

22.6 The Corporation will provide pregnancy and parental leaves in accordance with The Employment Standards Act 2000 as amended from time to time, Province of Ontario, except

that the leave of absence upon request shall be extended for maternity leave for a period not exceeding six (6) months.

TRANSFERRED P.U.C. EMPLOYEES

In addition to the requirement of the Employment Standards Act 2000 as amended from time to time, an additional leave of absence to a maximum of six months duration immediately following the pregnancy and parental leave will be granted upon request.

During pregnancy and parental leaves the employees seniority and vacation credits shall continue to accumulate. The Corporation shall continue medical plan coverage as per article 14. The employee will notify the employer, in writing, if he or she does not wish to continue contributions to O.M.E.R.S.

During the pregnancy and parental leaves the employee will not be eligible for Bulletined Positions, Sick and Accident Plan, and WSIA Benefits.

ARTICLE 23 - TEMPORARY EMPLOYEES

- 23.1 (a) The Corporation may hire personnel on a temporary basis for not more than (26) consecutive weeks for special projects, or to cover leave of absence, or during periods of heavy work load, or in the case of illness of an employee in the Bargaining Unit, or for vacation relief, or, in the cases of emergency. The temporary period ~~of~~ employment aforementioned shall not be considered interrupted by lay-off of less than (1) working day.
- (b) The engagement of temporary employees may be extended by agreement of the Parties.
- (c) No temporary employee will be employed from November 15 of a year to April 1 of the following year, unless no permanent employee had the necessary qualifications, skills, or abilities to perform the work in question, or, no permanent employee would perform the work in question, or in cases ~~of~~ emergency conditions caused by environmental conditions.
- (d) The rate of pay for a temporary employee shall be the starting rate according to said Schedule "A". A temporary employee shall not be covered by any of the other terms and conditions of this Agreement, save ~~for~~ Article 2, Article 12, Article 13, Article 21.1 and Article 22. Temporary employees with one year of service shall be covered by the grievance/arbitration procedures of Articles 16 and 17, if they are terminated for cause. The "Lieu Day" set out in Article 11.1 of this agreement shall not be applicable to a temporary employee unless he/she is in the employ of the Corporation prior to, and following, November 11 in each year.
- 23.2 Notwithstanding the provisions of Article 6, a temporary employee (including a temporary employee whose engagement is extended pursuant to Article 23.1(b)) shall not become a

permanent probationary employee nor be covered by any of the terms and conditions of this Agreement save as expressly set out in this Article; provided that if any such employee is, during his/her engagement as a temporary employee, either hired by the Corporation on a permanent basis or is the successful applicant for any posted vacancy under Article 8, he/she shall be credited with seniority dating back to the date of his/her last hiring.

- 23.3 It is the intention of the Parties that no employee who has acquired seniority under this Agreement and who is shown on a seniority list will be laid off work by reason of hiring of temporary employees under this Article, provided the permanent employee has the necessary qualifications to perform the work that would be performed by the temporary employee.

ARTICLE 24 - NO STRIKES OR LOCKOUTS

- 24.1 So long as this Agreement continues to operate, there will be no strikes or lockouts as those terms are defined in the Labour Relations Act, 1995 as amended from time to time.

ARTICLE 25 - GENERAL

- 25.1 Either Party to this Agreement may, within the period of (90) days before the Agreement ceases to operate, give notice in writing to the other Party of its desire to bargain with a view to the renewal, with or without modification, of this Agreement. Within (15) working days of receipt of such notice, or within such further period as the Parties agree upon, they shall bargain in good faith and make every reasonable effort to arrive at a Collective Agreement. The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. Accordingly, true copies of this Agreement (together with all schedules and appendices) shall be printed in a Union shop and bear the appropriate Union labels. One-half of the cost of such printing shall be paid by the Corporation and one-half shall be paid by the Union.

ARTICLE 26 - RIGHTS AND PRIVILEGES

- 26.1 All the rights, benefits and privileges which the employees now enjoy, receive or possess shall, to the extent that the same do not conflict with this Agreement, continue to be enjoyed, possessed and held by the employees.
- 26.2 Any rights of the Union which are not specifically mentioned in this Agreement shall, to the extent that the same do not conflict with this Agreement, continue in full force and effect for the duration of this Agreement.

ARTICLE 27- TRAINING

- 27.1 (a) The Corporation agrees to provide, within Departmental budget restrictions, as determined by the Corporation, opportunities for job training in any and all Classifications.
- (b) The same factors as described in Article 6.4 of this Agreement shall be considered in all matters of choosing applicants for such training opportunities.
- 27.2 For the purposes of clarification, training programs will be categorized as follows:
- A. Promotional Training
 - B. Job Related Training
- (a) **PROMOTIONAL TRAINING** – A notice will be posted by the Corporation for promotional training, as required. All interested employees may apply for the training opportunity which shall be posted for a period of eight (8) working days. Employees that apply and qualify for posted training opportunities will receive the bulletin rate of the classification where the training opportunity exists.
- The Corporation will retain the applications received for promotional training for a period of two years from closing and schedule training as required with the provisions of Article 6.4 and 8.1 to apply. Employees who are successful in applying to the posted opportunity will be expected to complete the promotional training offered.
- (b) **JOB RELATED TRAINING** – It is recognized by the parties that job related training is required to comply with legislated requirements and to upgrade skills of employees. Certain training is required by legislation and will be provided within the job classification without posting.
- 27.3 Where an employee requests a training opportunity, and successfully completes such training, the employee is required to accept appointments to the position or for the equipment or vehicle, for which he/she has been trained.
- 27.4 The Corporation shall reimburse an employee 100% of the tuition cost of a course of instruction taken by such employee to better qualify him/herself to perform his/her job and such courses must be approved in writing by the employee's General Manager prior to commencement. Payment shall be made upon the employee providing proof of successful completion of the course and original receipt of tuition expenditure.
- 27.5 The Corporation recognizes the need for maintenance of employee qualifications, and may provide the opportunity for an employee to attend training courses. Training opportunities outside of the City of London will be offered at the discretion of the Division Manager. When required to travel outside the normal work day to attend such training, an employee will receive one hour regular pay at his/her classification rate for every 100 kilometres traveled. No other compensation or entitlements shall apply.

27.6 When an employee is required by the Corporation to undertake any course of instruction, or to attend any conference or seminar, outside the City of London, reimbursement for approved transportation and traveling expenses shall be paid by the Corporation.

27.7 Trainer Opportunities

Employees designated as Trainers for posted training opportunities shall receive the next higher job rate for such training hours.

In order to accommodate training needs, when Management (with the input of the Employee Development Committee) determines that there is a need for a Bargaining Unit trainer extending beyond one week, such opportunities shall be filled in accordance with 8.1 and 6.4, identifying the skills and abilities necessary for the training assignment.

27.8 a) Maintenance & Operations Worker

Employees in the Maintenance and Operations Worker classification will be ordinarily expected to be cross-trained on the basis of work type of current assignment (e.g., Roads, PCP, etc). Any difficulties will be dealt with by the Employee Development Committee.

On a season by season basis, employees holding the bulletin will be afforded the opportunity to identify the work type within the bulletin (e.g., PCP, Transportation, Districts, etc) which they would prefer. To the extent practical in consideration of the needs to maintain efficient operations, crews will be made up on a seasonal basis so that the preferences of Senior employees are considered.

b) Equipment Operator 2

Training opportunities will be posted for employees within the bulletin. On a season by season basis, senior employees holding the bulletin may identify preferences with respect to equipment training and type of equipment (not necessarily specific units or sites) to be operated and the work area (e.g. Transportation, Water/Sewer, PCP etc.), and these preferences will be accommodated to the extent practical considering the need for efficient operations. Where there is a shortage of skilled operators for particular pieces of equipment for which no senior employee within the bulletin has expressed an interest, Management will request that junior employees undertake the training. Any difficulties will be dealt with by the Employee Development Committee.

ARTICLE 28 - LAY-OFF AND RECALL

28.1 Where a permanent employee is to be laid off or recalled, such lay-off and/or recall shall be in accordance with the following procedure.

28.2 (a) Written notice of the lay-off shall be provided to the employee(s) affected at least (5) working days in advance of the scheduled start of the lay-off. Such notice will be

considered to have been delivered to the employee on the day it is delivered to him/her personally, or (2) calendar days after it is mailed (by registered mail) to his/her address on record.

- (b) Employees who receive such notice of lay-off may displace less senior employees within the Bargaining Unit.
- (c) In every case where an employee assumes a position, either by displacing another employee, or upon recall, the employee assuming the position must have the necessary qualifications, skills and abilities to effectively perform the duties of the position assumed.

In every case where an employee has displaced some other employee in a given job, the least senior employee in that job shall be the employee in that job considered to be displaced.

- (d) Employees with notice of lay-off may displace less senior employees first, within their job and Bargaining Unit or if they have the least seniority in that job or Bargaining Unit then within any job within their Bargaining Unit, then they are least senior in their Bargaining Unit or do not have the necessary qualifications, skills or abilities to efficiently perform any other work in their Bargaining Unit, then any job in the Bargaining Unit which is being performed by a less senior employee.

In every case where an employee has displaced some other employee in a given job, the least senior employee in that job shall be the employee in that job considered to be displaced.

- (e) Employees on lay-off will not be paid wages for the time the employees are on lay-off. **All** other benefits will continue until the last day of the second calendar month following the month in which the lay-off actually occurred. Such benefits will include both group insurance benefits, and those benefits operated by seniority, including Statutory Holiday benefits and vacation entitlement.

If the lay-off extends beyond the last day of the second calendar month following the month in which the lay-off actually occurred, no benefits shall accumulate beyond that date, except as specifically noted. An employee's seniority shall be considered interrupted as of the specified date, and no benefit which operates by the employee accumulated seniority or which operates by the employee being regularly at work, shall accumulate. Where benefits are provided by the payment of a premium, those benefits may be continued provided the employee gives notice to the Human Resources Division of the employer, that he/she wishes to continue participation in the benefit plan, and pays the entire cost of the premium directly to the Human Resources Division. Such premium payment must be made not later than the 25th day of the month prior to the month in which the premium is due.

The employee may continue such payment, and participation in such group plans, for not more than (12) months.

If the employee fails to give notice that he/she wishes to participate in the programs, or if he/she does not provide the premium cost as set out in this Article, his/her benefits and coverage shall be automatically terminated, and he/she will not be eligible for further coverage, until and unless he/she returns to employment.

Notwithstanding the provisions of Schedule "B" of this Agreement, employees on lay-off are not entitled to a clothing issue until such time as they are recalled to duty. Under no circumstances will an employee be entitled to more than one clothing issue in a calendar year.

In the year following a year in which an employee was laid off, his/her vacation shall be prorated based on the time he/she actually worked.

- (f) Employees shall be recalled to duty in order of seniority. Notice of recall will be given by registered mail to the employee's address on record with the Human Resources Division. It is the employee's responsibility to ensure such address on record is current.

An employee will be deemed to have voluntarily terminated all employment if he fails to make him/herself available for work within ten (10) calendar days following the mailing of his/her notice of recall.

New employees shall not be hired until those laid off have been given an opportunity of recall.

An employee shall not be terminated if he/she can satisfy the employer that he/she could not return to work because of situations beyond his/her control.

- (g) Employees assuming positions, either by displacing other employees, or upon recall, receive the wage rate for the position assumed.
- (h) The President, the First Vice President, the Second Vice President, the Secretary, and the Treasurer of the Union shall, for the purposes of the lay-off and Recall Article only, be considered to have greater seniority than any other employee in the Bargaining Unit, and assuming they have the necessary qualifications, skills and abilities to perform the work available, they shall be the last persons laid off, and the first persons recalled. If it should be necessary to lay off among these positions, the President shall be assumed to have the greatest seniority, and the other officers shall have declining seniority in accordance with the order in which they are herein named.
- (i) Grievances concerning the Lay-off and Recall procedure shall be submitted immediately upon the Union becoming aware of any such grievance. The grievance shall be submitted, in writing, at Step 3 of the grievance procedure. In such circumstances, the

Director of ~~Human~~ Resources may have such other Corporation representatives present as are required to address the grievance.

- (j) Copies of any notices given under this Article shall be given to the Secretary of the Union at the same time it is distributed to the employee concerned.

28.3 All employees with a seniority date prior to February 1, 1985, shall not be subject to lay-off.

ARTICLE 29 - TERM OF AGREEMENT

29.1 This Agreement shall be for a term commencing on the 1st day of **January**, 2010, and ending on the 31st day of December, 2011, and thereafter in each succeeding year, subject to changes and amendments agreed to by both Parties in writing.

IN WITNESS WHEREOF the Parties have executed this Agreement:

FOR THE UNION:

Eric Townsend
[Signature]
[Signature]
Gavin McBride

Dec 8 / 09
Date *DEC. 8 / 09*
Dec 8, 09
Date
Dec 8 / 09
Date *Dec 8 / 09*

FOR THE CORPORATION:

AM DeCicco-Best
Mayor **Anne Marie DeCicco-Best, Mayor**

December 21, 2009
Date

[Signature]
City Clerk **Catharine Saunders**
City Clerk

December 21, 2009
Date

CITY SOLICITOR'S OFFICE CITY OF LONDON	<i>[Signature]</i>
DATE: <u><i>July 15 / 09</i></u>	
APPROVED AS TO FORM ONLY	

APPENDIX 'A'

LONG TERM DISABILITY DETAILS

ELIGIBILITY - All full time active employees. New employees upon completion of probationary period.

COMPULSORY BENEFIT - Yes.

WAITING PERIOD - Minimum of 196 calendar days but not before exhaustion of sick leave and weekly indemnity benefits.

BENEFIT LEVEL - 70% of salary at the time of disability. Salary hourly rate x normal annual hours.

MAXIMUM BENEFIT - \$2,800 per month.

BENEFIT DURATION - The earlier of recovery, age 65 or death.

OFFSETS - Employee Canada Pension Benefit (not dependent) and Workplace Safety and Insurance if 65% benefit level. If 85% all income sources participated in by the employer and employee, eg. OMERS disability, Canada Pension disability benefit and Workplace Safety and Insurance benefits if applicable.

PRE-EXISTING CONDITIONS - This clause is waived.

OWN OCCUPATION - 2 years own occupation. Beyond that, any occupation. Also provides for a two year rehabilitation period with a 50% benefit level.

NERVOUS & MENTAL RESTRICTIONS - Must be under the care of a psychiatrist if not, benefit could be reduced to a 50% Level.

WAIVER OF PREMIUM - No premium is payable if eligible for benefit.

UNDERWRITING METHOD - Fully pooled as opposed to experience rating.

PREMIUM SHARING - 100% paid by the employer.

IMPLEMENTATION DATE - Revised January 1, 1992

APPENDIX "B"
RETIREEES BENEFITS – Excluding Transferred P.U.C. Employees

A retiree is defined as either an employee who is retiring and who is eligible to receive a nonactuarially reduced OMERS pension or an employee who has at least twenty years of service and who is eligible to receive an actuarially reduced OMERS pension. In either case, eligible to receive the pension means the pension will commence to be paid to the retiree effective the first day of the month following the month in which the employee retires.

The carrier of the retirees group will be established in conjunction with the Corporation employee group carrier.

The specific criteria for eligibility are:

- the retiree may elect single or dependent coverage as applicable.
- eligibility to participate in the Plan ceases **at** age 65 for any person insured.
- retiree to pay 75% of the premiums effective April 1, 1989 and 50% of the premiums July 1, 1990. Effective with retirements after December 1, 1992, the Corporation will pay 100% of premium costs for eligible retirees including those retirees who retired prior to December 1, 1992.
- a spouse of a deceased retiree may continue participation until the earlier of the:
 - (i) date the retiree would have attained age 65 years, or;
 - (ii) the date the surviving spouse remarries, or;
 - (iii) the date the survivor attains the age of 65.
- The retiree must enrol in the Plan at the time of retiring and must continue uninterrupted participation in order to be eligible to participate in the Plan.
- Effective January 1, 2010, the retiree must be domiciled in Canada.
- The retiree will waive any right to claim against the Corporation and the Carrier in the event his coverage lapses by reason of any act or omission on the retiree's part in fulfilling any of the terms and conditions of the plan.

Schedule A

Wage Schedule for Outside Employees of the Works Department

Effective January 1, 2010 -December 31, 2011

Class Code	Position Title		Start Rate	6 Month Rate/Job Rate	12 Month Rate/Job Rate
W0320	Labourer	Jan 1, 2010	\$17.27	\$19.18	
	Parks and Recreation Maintenance Helper	Jan 1, 2011	\$17.73	\$19.69	
W04XX		Jan 1, 2010	\$17.76	\$19.74	
		Jan 1, 2011	\$18.23	\$20.26	
W0522	Garbage Collector	Jan 1, 2010	\$18.65	\$20.72	
W0523	Maintenance and Operations Worker	Jan 1, 2011	\$19.14	\$21.27	
W0530	Facility Attendant				
W0623	P.C.P. Operations Helper	Jan 1, 2010	\$19.57	\$21.75	
W0628	Traffic Maintenance Painter	Jan 1, 2011	\$20.09	\$22.33	
W0629	Seasonal Traffic Maintenance Painter				
W0630	Garage Servicer/Truck Washer				
W0631	Weigh Scale Operator				
W0632	Facility Service/Assistant				
W0633	Traffic Sign Maintenance Helper				
W0720	P.C.P. Maintenance Helper	Jan 1, 2010	\$20.52	\$22.83	
W0721	Equipment Lubricator – PCP	Jan 1, 2011	\$21.06	\$23.43	
W0726	Seasonal Asphalt Raker				
W0733	Assistant Zookeeper				
W0735	Sewer Cleaner				
W0820	Equipment Operator 2	Jan 1, 2010	\$21.54	\$23.94	
W0822	E.1 Tractor/Trailer	Jan 1, 2011	\$22.11	\$24.57	
W0827	Sign Writer				
W0828	Seasonal Concrete Finisher				
W0830	Sign Painter				

Class Code	Position Title		Start Rate	6 Month Rate/Job Rate	12 Month Rate/Job Rate
W0835	Seasonal Senior Asphalt Raker				
W0837	Landfill Facilities Operator				
W0838	Seasonal Tile Setter				
W0839	Arena and Operations Worker				
W0920	Facility and Equipment Operator	Jan 1, 2010		\$23.98	\$25.12
W0922	Leading Parks and Recreation Worker	Jan 1, 2011	\$23.23	\$24.62	\$25.79
W0924	Extended Arm Mower Operator				
E	Welder/Fabricator				
W0927	Forestry Equipment Operator				
W0928	Pavement Line Marker (Traffic)				
W0930	Sanitation Operator				
W0931	Sewer Cleaning Machine Operator				
W0932	Assistant Greenskeeper				
W0933	Traffic Sign Maintenance Person				
W1021	Hoist Truck Operator	Jan 1, 2010	\$23.72	\$25.19	\$26.38
W1023	Masonry Tradesperson	Jan 1, 2011	\$24.35	\$25.86	\$27.08
W1027	Gardener				
W1028	Water Meter Servicer/Repairer				
W1029	Communications Operator				
W1030	Leading Facilities Maintenance Painter				
W1031	Facilities Maintenance Painter				
W1121	Refrigeration Mechanic	Jan 1, 2010	\$24.92	\$26.44	\$27.66
W1123	Chief Operator	Jan 1, 2011	\$25.58	\$27.14	\$28.39
W1124	Leading Landscaper				
W1128	Steamfitter				
W1132	Asphalt Paver and Float Operator				
W1133	Meter Shop Plumber				
W1134	Journeyman General Carpenter				

Class Code	Position Title		Start Rate	6 Month Rate/Job Rate	12 Month Rate/Job Rate
W1135	Water/Sewer Utility Worker				
W1220	P.C.P. Shift Operator	Jan 1, 2010	\$26.15	\$27.75	\$29.07
W1221	Master Electrician	Jan 1, 2011	\$26.84	\$28.49	\$29.84
W1222	Water Supply Operator				
W1224	Auto Body Repairer				
W1225	Tree Trimmer				
W1226	Leading Water Meter Repairer				
W1227	Leading Sewer Utility Worker				
W1230	E.1 Equipment Operator				
W1231	Waterworks Utility Worker II				
W1320	Journeyman Industrial Maintenance Mechanic (Millwright)	Jan 1, 2010	\$27.45	\$29.13	\$30.48
W1321	Motor Vehicle Mechanic	Jan 1, 2011	\$28.18	\$29.90	\$31.29
W1324	Greenhouse Grower				
W1326	Waterworks Inspector				
W1420	Zookeeper	Jan 1, 2010	\$28.80	\$30.58	\$32.00
W1422	Master Plumber	Jan 1, 2011	\$29.56	\$31.39	\$32.85
W1423	Leading Tree Trimmer				
W1424	Industrial Electrician				
W1425	Instrumentation Technologist				
W1427	HVAC Technician				
W1503	Chief Wastewater Operator	Jan 1, 2010	\$30.21	\$32.09	\$33.57
W1504	Leading Waterworks Utility Worker	Jan 1, 2011	\$31.01	\$32.94	\$34.46
W0120	Temporary Labourer	Jan 1, 2010	\$14.61		
		Jan 1, 2011	\$15.00		

Class Code	Position Title	Start Rate	6 Month Rate/Job Rate	12 Month Rate/Job Rate
W0220	Temporary Golf Course Maintainers	Jan 1, 2010	\$14.78	
		Jan 1, 2011	\$15.17	

SCHEDULE “B”
APPRENTICESHIP AND LEARNERS PROGRAM
LOCAL 107, C.U.P.E.

Part 1 - Apprenticeship Program

The following are the terms and conditions which apply to the establishment of an Apprenticeship Program in the Outside Works Division of the Environmental Services Department of the City of London. Such Program is permitted in accordance with the “Ministry of Training, Colleges and Universities”.

- (1) The Parties agree that the City, retains the sole and unrestricted right to determine when, and if, an Apprenticeship Program will be established for any given certified trade; and further to determine if such Program, once established, will be maintained, and further the number of Apprentices, if any, to be employed in the Apprenticeship Program.
- (2) Apprentices shall become, or remain, as the case may be, members of the Union, in the manner provided in the Collective Agreement.
- (3) (a) Wage levels for Apprentices shall be established as follows:
 - (i) For the first period of apprenticeship, 70% of the one year rate of the certified trade, as set out in the Collective Agreement:
 - (ii) Following successful completion of 1st period (Basic) 80%
 - (iii) Following successful completion of 2nd period (Intermediate) 90%
 - (iv) Following successful completion of 3rd period (Advanced) and final examination 100%
- (b) Where the employer determines, that an individual is eligible to commence an Apprenticeship Program in a period other than the first period, based on the employee's previous education, training and experience, his/her wages shall be adjusted accordingly.
- (c) Regardless of the number of periods required for the certification in a given trade, where a person is not eligible under (b) to start at any level other than the first, they shall start at the first level. The individual will then progress through the established program.

When an apprentice is attending the required educational course for his/her specific trade, the City will provide the difference, if any between his/her existing and current salary level and any money, wages or salary paid him/her for his/her attendance at such courses.

- (4) Apprentices will be provided with all the benefits, (as defined in the Collective Agreement between the City and the Union), provided other employees except as amended or restricted by the Act of this Schedule.
- (5) Employees in the Bargaining Unit known as the Outside Works Unit, as defined in the Collective Agreement between the City and the Union, will receive first opportunity to apply for any given Apprenticeship Program.

Application will be by the existing bulletin process.

Applicants must first meet the requirements of the Act.

Applicants will then be considered in accordance with the terms of the Agreement.

Failing any appointment from within the Bargaining Unit, the Corporation is free to make such appointment as they see fit.

(6) Seniority

If a person has seniority within the Bargaining Unit and is unable to complete the apprenticeship, for whatever reason save termination of the Program for cause, the employee shall be placed in a non-bulletined position.

Any person who successfully completes an Apprenticeship Program will be offered a bulletined position within the Bargaining Unit in the person's certified trade.

- (7) Contracts of Apprenticeship will be terminated in accordance with applicable provisions of the Collective Agreement
- (8) Any employee who successfully applies for an Apprenticeship Program shall, upon successful completion of the trial period provided in the Collective Agreement, be deemed to have relinquished any bulletined position he/she might hold.
- (9) An employee who is enrolled in an Apprenticeship Program waives the right to apply for other bulletined positions.

Part II - Learner Program

It is recognized that it is in the mutual best interests of both Parties to provide employees with opportunities which will lead to certain specialized jobs being filled from within the existing employee group. To that end:

- (1) The employer will develop programs of formal training and work experience programs which, if successfully completed, will result in employees who will have the requisite skills competencies and qualifications to perform the work of the job in question. These formal programs will be reviewed by the Employee Development Committee, and

updated from time to time as the need arises. For each job, the associated program will clearly identify a time-phased series of modules, with each module having a pre-defined duration and will further define the expected skill, competencies and qualifications required at the completion of each module.

- (2) When reasonably possibly to do so, the employer will forecast future vacancies in the job classifications noted below. The employer will, based upon the forecasted need and the time period required to complete the associated Learner program, determine the need to post and fill opportunities for Learner positions in accordance with the provisions of Articles 6 and 8. The posting will identify the job being filled through the Learner provisions in keeping with the established practice.
- (3) The successful applicant to such posted opportunity will commence in module 1 of the related program. The applicant agrees thereby to undertake all training, education and work experience as determined by the program. At the conclusion of the time provided for in the program, the Learner will be assessed as to his/her skills, competencies, and qualifications relative to those established in the program. Learners who substantially meet those criteria will advance to the next module, and so on until the completion of all modules of the program. When all modules are successfully completed, the Learner will be confirmed as a regular incumbent in the job being filled through the Learner provisions ie, no further posting will occur.

If a Learner does not substantially achieve the criteria established in the program, he or she will be provided with an extension equal to the pre-defined duration (not to exceed 3 months of the module in question) in the first instance in order to provide an opportunity to qualify. Should the employee fail to qualify, the employee will be deemed to be unsuccessful and will be reverted to the job which the employee held prior to entering the Learner program.

- (4) Rates of pay for Learners shall be established as follows, and as further outlined below for each of the jobs in question, except as otherwise agreed between the Parties.
 - (a) a schedule of pay rates shall be established based on the evaluated job rate for the job in question. A rate of 70% of the job rate shall be established as the first step in the pay schedule, to be effective for the duration of the employee's tenure in the first module.
 - (b) the rates of pay for each of the successive modules in the program shall be established on a pro-rata basis.
- (5) Employees who accept appointment to a Learner opportunity waive the right to post out of the program for the duration of the program and for one year after completion of the program, except with the approval of the Director of Human Resources. Employees may not be displaced while completing a Learner program, except that in the event of a reduction in the number of positions of the job being filled through the Learner

provisions, Learners shall be reduced in reverse seniority order prior to reducing employees who hold the bulletin.

(6) The Employer shall pay for tuition fees related to courses required by the Learner program.

(7) Learners may participate in overtime opportunities only upon exhaustion of the permanent employees who hold the bulletin of the job in question.

(8) (Schedules)

Water Supply Operator

Tree Trimmer

E.1 Equipment Operator

Hoist Truck Operator

and any other job as agreed upon by the Parties.

SCHEDULE "D"
FORMER TOWN OF WESTMINSTER BENEFITS
LOCAL 107, C.U.P.E.

Active employees listed below continue to receive the same benefits enjoyed with their previous employer until the Parties agree otherwise or November 30th 2001 whichever is earlier:

John Stevenson
Gordon Ross
James Somerville

Benefit Description: See Attached "Benefits at a Glance".

SCHEDULE "E"
FORMER COUNTY OF MIDDLESEX BENEFITS
LOCAL 107, C.U.P.E.

Active employees listed below continue to receive the same benefits enjoyed with their previous employer until the Parties agree otherwise or November 30th 2001 whichever is earlier:

Darrell Barber

Steve McAllister

Wayne Tweddle - Former County of Middlesex employee currently receiving CUPE Local 107 benefits.

Benefit Description: See Attached "Benefits at a Glance".

SCHEDULE "F"
FORMER P.U.C. BENEFITS
LOCAL 4, C.U.P.E.

Active employees listed below continue to receive the same benefits enjoyed with their previous employer until the Parties agree otherwise or November 30" 2001 whichever is earlier:

ACTIVE

Bruce Abram	Raymond Marino	Frank Zoula
Tim Adams	Philip Martyn	
Leszek Awzan	Kenneth Mathers	
Hugh Bailie	Stephen McCall	
John Baratta	Stewart McCulloch	
Ian Baxter	Paul Merrifield	
Cheryl Bell	Wayne Milmine	
Richard Bender	Robert Miners	
Hubert Berkmortel	Christopher Monk	
Jeff Bogal	Allan Moore	
Donald Brockett	Stephen Munro	
Karl Bulitka	Grant Murphy	
Dave Cambridge	Richard Needham	
Brian Casey	Paul Nozen	
Randy Chappell	Donald Ormerod	
Philip Cheung	Dino Pozzebon	
Fred Chivers	Laurie Pullen	
Bradley Cook	Michael Rowland	
Bradford Cote	David Rutherford	
William Dark	Dave Senay	
Perry Davie	Mark Serle	
Mark Donahue	Steven Simmonds	
Doug Dunoon	Jim Smith	
Thomas Edie	Colin Springett	
Keith Elder	Doug Steels	
Barry Eveleigh	Steve Stewardson	
David Fawcett	Wayne Stirling	
Steve Fazekas	Owen Sullivan	
Christopher Fletcher	Aleksandra Szywala	
Dale Gerster	Tedd Tarkowski	
Robert Horton	Robert Thursby	
Jim Howard	Timothy Torrens	
Daniel Huggins	Shaun Trudell	
Robert Jones	Fernand Vaillancourt	
Larry Kempert	Teresa Vanderwerf	
Andre Lavalliere	William Wallace	
Cornelis Louws	Peter Warwick	
John MacLeod	Peter White	
Jonathan MacMillan	Timothy Whitworth	
	Victoria Wilson	
	Jeff Wischlinski	

BENEFITS AT A GLANCE at December 31, 1992

CITY OF LONDON - LOCAL 107 - Former Town of Westminster Employees

Effective December 1, 2001, Group Hospital, Health, Dental and Life Insurance Plans are those outlined in article 14.13 for all active 107 former Town of Westminster employees.

Effective June 14, 2006 early retiree benefits for local 107 former Town of Westminster employees will be administered in accordance with Article 14.4 of the Collective Agreement.

Benefits	Coverage Highlights
<u>HEALTH CARE BENEFITS</u>	
Extended Health	
Semi-Private	- no deductible
Drugs	- no deductible
Vision	- \$200/24 months
Hearing Aid Benefit	- no deductible; unlimited
Other EHC Benefits	- no deductible
Dental	
Basic Plan 9	- current fee guide
Space Maintainers	- unlimited
Travel Plan	- Deluxe Travel
Overage Coverage	- to any age (dependent student)

BENEFITS AT A GLANCE at December 31, 1992
CITY OF LONDON - LOCAL 107 -Former Town of Westminster

Benefits	Coverage Highlights
WAGE LOSS REPLACEMENT Sick Leave Long Term Disability	<ul style="list-style-type: none"> - 1.5 days/month cumulative, no ceiling, no cash value - if away 10 days in a month, no credit for that month - following expiration of sick leave credits or 120 days, whichever is greater - 66 ²/₃ % of monthly earnings at date of disability, \$4,000 maximum per month - 2 years own occupation - not payable beyond age 65, retirement or termination of employment - 50 % rehabilitative income - 85 % all sources - direct offsets: CPP, WC
OMERS PENSION	<ul style="list-style-type: none"> - NRA 65; and Type I supplementary; Type III permanent partial disability - employees, if they request, may extend their date of retirement until the end of the calendar year in which they attain 65 years at the discretion of the Town in accordance with written criteria
PAID HOLIDAYS	<ul style="list-style-type: none"> - 10 statutory & civic holidays - one-half working day preceding Christmas Day - one-half working day preceding New Year's Day
VACATION	<ul style="list-style-type: none"> - based on date of employment - less than 1 year of service = .83 days/month to maximum of 10 days - after 1 year = 2 weeks - after 4 years = 3 weeks - after 10 years = 4 weeks - after 15 years = 5 weeks - after 20 years = 6 weeks - effective January 1, 1990, regular employees may accumulate vacation to a maximum of twice his/her annual accrual, but shall be required to reduce his/her accumulation to a maximum of 1 year of accrual by December 31st of each year, any accumulation beyond this limit must be approved by the Administrator - a regular employee, depending on his date of employment, shall have vacation credits accumulated as follows: - full credit if date of employment is from the 1st to the 15th month - ¹/₂ of the normal monthly credit if date of employment is from the 16th to the end of the month

BENEFITS AT A GLANCE at December 31, 1992
CITY OF LONDON - LOCAL 107 - Former Town of Westminster

Benefits	Coverage Highlights
PROFESSIONAL & LICENSE FEES	<ul style="list-style-type: none"> - the Town will pay the annual fees for required licenses & professional memberships held by permanent employees of the Town - the following license fees will be paid by the Town: - the Town will pay the difference in fee between a normal "G" driver's license and any other level of license so deemed required by the Town - Refrigeration Certificate - Annual fees for membership in the following professional organizations will be paid by the Town: - Canadian Institute of Chartered Accountants (CICA) - Association of Professional Engineers of Ontario (APEO) - Canadian Institute of Planners (CIP) - Ontario Municipal Administrator's Association (OMAA) - Association of Municipal Clerks & Treasurers of Ontario - Ontario Road Superintendent's Association (ORSA) - Invoices from the Ministry of Transportation CICA & APEO must be presented to the supervising manager for approval & submission to the Treasurer for payment, at least 10 days prior to the due date on the invoice
<u>LEAVE OF ABSENCE</u> Bereavement Leave	<ul style="list-style-type: none"> - spouse, child, step-child - absent with pay for 5 working days immediately following the death - parent, grandchild, grandparent, stepmother, stepfather, brother, stepbrother, sister, stepsister - absent with pay for 3 working days immediately following the death - sister, brother, grandparent's of the employee's current spouse - absent with pay not to exceed 1 day for the purpose of attending the funeral - an employee will be granted leave of absence with pay not to exceed 1 day to attend the funeral of a fellow employee, a close friend, or to serve as a pallbearer - paid leaves of absence in respect to bereavement will be allowed for days which the employee has been scheduled to work
Jury/Subpoena	<ul style="list-style-type: none"> - employee will be paid their regular earnings for the time required in court provided that the employee present to his Department Head a satisfactory certificate showing such period of service and provided he deposit with the Treasurer of the Corporation the full amount of compensation received, excluding mileage and travelling expenses, and an official receipt

BENEFITS AT A GLANCE at December 31, 1992
CITY OF LONDON - LOCAL 107 - Former Town of Westminster

Benefits	Coverage Highlights
Pregnancy/Parental	- in accordance with the Employment Standards Act 2000 as amended from time to time, Province of Ontario
Compassionate Leave	- may use up to 2 days per calendar year from accumulated sick leave to attend to spouse/child/parent on special or compassionate grounds which are medically related
<u>RETIREE BENEFITS</u>	
Health, Life Insurance, Dependent Life, Accidental Death and Dismemberment	- early retirees and their surviving spouses of the Town of Westminster may remain in the group insurance benefits to age sixty-five.
BENEFITS	PREMIUM SHARE ARRANGEMENT
Long Term Disability	100% employer paid
Retiree Benefits	
Health	100 % employee paid
Life Insurance	100 % employee paid

BENEFITS AT A GLANCE at December 31, 1992**CITY OF LONDON - Local 107 - Former County of Middlesex Employees**

Effective December 1, 2001, Group Hospital, Health, Dental and Life Insurance Plans are those outlined in article 14.13 for all active 107 former County of Middlesex employees.

Effective June 14, 2006 early retiree benefits for local 107 former County of Middlesex employees will be administered in accordance with Article 14.4 of the Collective Agreement.

Benefits	Coverage Highlights
<u>HEALTH CARE BENEFITS</u>	
Extended Health Care	
Semi-Private	
Drugs	- no deductible
Vision	- no deductible
Hearing Aid Benefit	- \$150/24 months, eye exam (P.E.I., Alberta, N.B.); Visual Motor
Other EHC Benefits	Therapy
	- no deductible, unlimited
	- no deductible (includes diabetic supplies and devices)
Dental	
Basic Plan 9	
Space Maintainers, Pit & Fissure	
Sealants	- current fee guide
	- unlimited
Travel Plan	
	- deluxe travel, Out of Province - elective (OHP to OMA)
Overage Coverage	
	- to any age (dependent student)

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BENEFITS AT A GLANCE at December 31, 1992**City of London - Local 107 - Former County of Middlesex**

Benefits	Coverage Highlights
Jury/Subpoena	<ul style="list-style-type: none"> - the Corporation shall pay the difference between normal earnings and the payment received for jury service, court witness excluding payment for travelling, meals, or other expenses - the employee will present proof of service and the amount of pay received
Pregnancy/Parental	<ul style="list-style-type: none"> - in accordance with the Employment Standards Act 2000 as amended from time to time, Province of Ontario
Personal/Emergency	<ul style="list-style-type: none"> - leave without pay and without loss of seniority shall be granted to any employee requesting such leave for good and sufficient cause
Union Conference	<ul style="list-style-type: none"> - without pay and without loss of seniority for not more than a period of five working days during the life of agreement; to not more than one employee who is elected or appointed to represent the union at a Conference, Convention, or other union business
SICK LEAVE GRATUITY	<ul style="list-style-type: none"> - employees with more than 5 years service will receive a sick leave gratuity equal to $\frac{1}{2}$ of credits earned up to January 1, 1981 (frozen bank only), but not more than one-half year's earnings
<u>RETIREE'S BENEFITS</u> Health, Life Insurance, Dependent Life, Accidental Death and Dismemberment	<ul style="list-style-type: none"> - if you retire prior to age 65 and are qualified under OMERS 90 factor, coverage is available to age 65
BENEFITS	PREMIUM SHARE ARRANGEMENT
Retiree Benefits Health Life Insurance	<p>100% employee paid</p> <p>100% employee paid</p>

LETTERS OF UNDERSTANDING/COMMITMENT

BETWEEN:


THE CORPORATION OF THE CITY OF LONDON
(hereinafter called the Corporation)

- and -

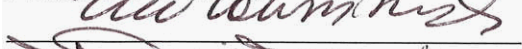

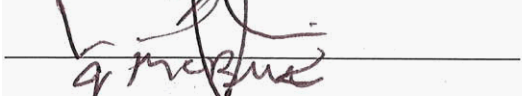
C.U.P.E., LOCAL NO. 107
(hereinafter called the Union)

The following Letters of Understanding have been renewed and re-dated by the Parties and compiled into this document as follows:

<u>Index Letter No.</u>	<u>Subject</u>
2010-01	Equipment Operators and Drivers
2010-02	Winter Control Operations
2010-03	Benefits for Laid off Employees
2010-04	Loss of Driver's License
2010-05	Rest Periods/Overtime
2010-06	Hours of Work Permit - Pollution Control Plants
2010-07	Leave of Absence for Union Business
2010-08	Letter of Commitment to Contracting Out
2010-09	Re: Ontario Works
2010-10	Re: Golf Course Operations
2010-11	Re: Water Main Maintenance Overtime
2010-12	Ontario Pay Equity Act
2010-13	Terms of Dedicated Presidency for Local 107
2010-14	Request to Revert to Employee's Previous Position
2010-15	Meal Allowances for Road or Sidewalk Plough Employee's
2010-16	Arena Operations
2010-17	Protocol for Complaint/Grievance Investigation
2010-18	Service Delivery Options in Solid Waste Operations
2010-19	Work Day in Excess of Eight Hours

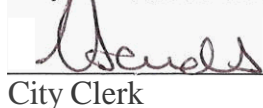
CITY SOLICITOR'S OFFICE CITY OF LONDON	
DATE: <u>July 15/09</u>	
APPROVED AS TO FORM ONLY	
TO FORM ONLY	

FOR THE UNION:

FOR THE CORPORATION:


Mayor **Anne Marie DeCicco-Best, Mayor**


City Clerk

Catharine Saunders
City Clerk

Dec 8/09
Date DEC 8/09
Dec 8/09
Date Dec 8/09
December 21, 2009
Date December 21, 2009

Renewal Letter of Understanding Number: 2010-01
Original date Signed: November 23, 1989

SUBJECT: Equipment Operators and Drivers

This letter will confirm our discussions at the Labour-Management meeting held Thursday, November 16, 1989.

During this meeting, it was agreed by both parties that where a reduction or reassignment of work was involved, within the drivers' and equipment operators' classifications, senior drivers or operators would reserve the right to replace junior drivers or operators, if they have the proper qualifications.

This Agreement shall be terminated at the written request of either party.

SUBJECT: Winter Control Operations

1. In the event that Winter operations are subject to the Hours of Work provisions of the Employment Standards Act, 2000, the parties agree that it is, and will remain, the mutual position of both parties that, with regard to Winter Control Operations:
 - a) employees may work in excess of the limit on daily hours set out at section 17(1);
 - b) section 18(2) applies in circumstances where Winter Control Employees are on stand-by and called in before their usual starting time to plow snow (or act as a wingman); and
 - c) with regard to section 19:
 - i. the timing and nature of snow and/or other winter storms may be unforeseen;
 - ii. such storms can cause serious interference with the ordinary working of the City's general operations and particularly if not responded to appropriately by the City's Winter Control Operations; and
 - iii. the City's Winter Control Operations may be necessary to ensure the continued delivery of essential public services and to ensure that other continuous processes and seasonal operations are not interrupted .
2. Regarding Regulation 04/93 of the Highway Traffic Act, the parties agree that it is, and will remain, the mutual position of the parties that:
 - a) in the event of a significant snow and/or winter storm, employees driving snow plows, wingmen and sanders could be responding to an "emergency" (within the meaning of that term under the Highway Traffic Act), if that emergency has been declared by the appropriate and authorized body or individual; and
 - b) when on duty for 15 consecutive hours, snow plow operators and sanders typically have at least two hours "on duty" time, during which they do not drive.
3. If a Winter Control employee (not including road sander/salter operator) is called into work before the commencement of his/her usual scheduled start time, that employee shall be entitled, but not obliged, to continue working until his/her usual scheduled finish time or for fifteen (15) continuous hours, whichever first occurs. They shall also be provided with at least eight (8) hours off between shifts. The first sentence of this paragraph three (3) does not apply to a Winter Control employee where the employee's work commences on or after the end of the employee's normal work week and twelve (12) hours before the commencement of the employee's next normal work week.
4. Notwithstanding the provisions of the Collective Agreement pertaining to hours of work, overtime and surplus time bank and emergency measures and call-in, the parties agree:

Winter Control employees (not including sander/salter operators) who are not assigned to shift work and who traditionally work a normal work week between the window hours of 7:00 a.m. and 5:00 p.m., and who are assigned outside of the aforementioned window hours for the purposes of Winter Control operations, will receive a minimum of 8.0 hours work at the applicable overtime rate, even though the hours worked may extend into the normal hours window.

5. The City shall prepare “spare lists” which will be utilized for overtime opportunities for plow operations and wingmen, where winter operations overtime is assigned beyond that assigned to the regular plow operators and wingmen. The list for plow operators will be separate from the list for wingmen.

The spare list for plow operators shall consist first of all E2 Equipment Operators, not assigned to a snow plow beat, listed by seniority, followed by all other trained employees, listed by seniority. The City shall offer opportunities for employees to act as spare plow drivers first to E2 Equipment Operators on the list by seniority on a rotating basis, then if no E2 Operators are available, by seniority on a rotating basis to the others on the list.

The spare list for wingmen shall consist of interested and trained employees, listed by seniority. The City shall offer opportunities for employees to act as spare wingmen to employees on the list by seniority on a rotating basis.

Renewal Letter of Understanding Number: 2010-03
Original date Signed: March 7, 1991

SUBJECT: Benefits for Laid Off Employees

Notwithstanding the provisions of Article 28.2 (E) which stipulates that:

"Where benefits are provided by the payment of a premium, those benefits may be continued, provided the employee gives notice to the Personnel Department of the employer that he wishes to continue participation in the benefit plan, and pays the entire cost of the premium directly to the Personnel Department. Such premium payment must be made not later than the 25th day of the month prior to the month in which the premium is due,"

the parties agree that such payment may be deferred and collected by the Corporation through payroll deduction following the return of the employee from layoff.

Either party may terminate this agreement by written notification to the other party.

Renewal Letter of Understanding Number: 2010-04

Original date Signed: March 16, 1993; amended April 27, 2006 amendments effective June 14, 2006

SUBJECT: Loss of Driver's License

In the event that an employee's Provincial Driver's Licence ("Licence") is temporarily or permanently suspended for any reason, the employee must immediately report the suspension to her/his Supervisor and he/she shall immediately be prohibited from operating City of London vehicles.

If, upon reinstatement by the Province, the Licence contains any restrictions (i.e. Ignition Interlock, graduated licencing etc.), the employee shall not be permitted to operate City of London vehicles until such time as all restrictions are removed, or as otherwise permitted by the City. If the employee is deemed uninsurable or if the City would be required to pay an additional insurance premium for the employee to operate City of London vehicles, the employee will not be permitted to operate City of London vehicles.

The parties agree to the following terms and conditions where an employee receives a suspension of her/his Licence for any reason and/or where an employee possesses a Licence with restrictions:

1. If the employee occupies a permanent position in which driving is not a significant part of the job requirements as determined solely by management and it is further determined by Management that no less than 80% of the essential job requirements can be met without a Licence, the employee's wage rate shall be reduced to 90% of the employee's bulletin rate.
2. No employee will be permitted to perform the duties of an acting position which requires driving during any time when her/his Licence is suspended or has restrictions.
3. If the employee occupies a permanent position where driving **is** a significant part of the job requirements as determined solely by management and it is further determined by management that 80% of the essential job requirements **cannot** be met without a Licence, the employee will lose her/his bulletin position and be reverted to a Labourer's position.

Nothing in this letter of understanding shall in anyway affect the City's right to take such further action, disciplinary or otherwise, that it may deem appropriate in the event an employee's Licence is suspended on a temporary or permanent basis.

SUBJECT: Rest Periods/Overtime

This letter of understanding applies to former local 4 employees only.

During emergency situations, if an employee has:

- I A) worked 16 hours continuously
 or
- B) has accumulated 16 hours of actual work time in any 24 hour period and has not
 had at least 6 hours off between 10:30 p.m. and 7:30 a.m.
- C) on Sunday night has not had at least 4 continuous hours off between 10:30 p.m.
 and 7:30 a.m. (Sunday night to Monday morning)

the employee is entitled to 6 hours off to rest and shall be paid at straight time if this coincides with the employee's regularly scheduled shift.

Assuming the employee has worked a regularly scheduled shift:

- II A) and has accumulated more than 4 hours of actual work time between the hours of
 10:30 p.m. and 7:30 a.m.

the employee is entitled to 4 hours off to rest and shall be paid at straight time during this 4 hour period if this coincides with the employee's regularly scheduled shift.

If the employee is required to continue on with his work duties during his entitled rest period, the employee will be paid double time if this rest period coincides with his regularly scheduled shift.

The employee will be paid at this rate until the entitled rest period is provided.

Renewal Letter of Understanding Number: 2010-06

Original date Signed: January 11, 1996 amended April 27, 2006 amendments effective June 14, 2006

SUBJECT: Hours of Work Permit- Pollution Control Plants

With respect to Shift Operations at the Pollution Control Plants.

The parties do hereby agree to hours of work for shift operations in accordance with the following provisions, subject to approval by the Ministry of Labour and notwithstanding any contrary provisions in the Collective Agreement:

1. Shifts will be scheduled which require that employees work 12 hour shifts on Saturdays and Sundays on a rotating basis. Such shifts will not attract an overtime premium.
2. All weekly shifts are scheduled on a 40 hour per week basis. Sunday to Sunday, hours worked beyond 40 hours will attract an overtime premium.
3. The usual provisions for shift premiums such as afternoon, evening and weekend shift premiums shall apply to employees assigned to shift operations at the Pollution Control Plants.
4. Whenever a Statutory Holiday falls on a day on which an employee is regularly scheduled to work a 12 hour shift, Statutory Holiday Pay will be calculated based on a 12 hour work day.

SUBJECT: Leave of Absence for Union Business

In order that members of London Civic Employees Local Union No. 107 (the Union) who are required to be absent from work without pay to attend to union affairs do not suffer a loss of benefits, the Union has asked The Corporation of the City of London (The Corporation) to continue the pay and benefits of such employee-members during absences from work for such union business, at the sole expense of the Union. The particulars of this arrangement are as follows:

1. In all cases where leave without pay is requested or granted in the circumstances set forth in the article 5.3, 16.1(a) and 21.1 of the collective agreement between the said Union and Corporation, the Corporation shall pay on the Union's behalf the wages and benefits which the employee would have earned during the portion of his regularly scheduled shift affected by the absence.
2. For the purpose of calculating the benefits which have accrued to an employee, the payments made by the Corporation on behalf of the Union shall be treated as wages for the period during which the employee has been absent on union business.
3. The Union agrees to reimburse the Corporation for the cost of continuing such pay and benefits on its behalf in the following manner:
 - a) the Union shall pay 100% of the amount paid to an employee as "wages";
 - b) the Union shall pay an additional 35% of the amount paid as wages to reimburse the Corporation for the cost of maintaining the benefits of the employee during such absence.
4. The Corporation shall submit its invoice to the Union quarterly and the Union shall make payment of the amount due within 30 days of receiving the invoice.
5. In the event that the Union does not reimburse the Corporation for the payments made on its behalf as provided herein, the Corporation shall be at liberty to recover back the payments made and adjust its benefit records to reflect only the hours actually worked by the employee, and the Union agrees that it shall neither object to nor submit to arbitration any complaint respecting such action by the Corporation.
6. Upon seven days' notice in writing, these arrangements may be discontinued by the Union or the Corporation, but shall continue to govern as to the rights and obligations arising during the currency of this Agreement.

LETTER OF COMMITMENT

BETWEEN

**THE CORPORATION OF THE CITY OF LONDON
(hereinafter referred to as the "Corporation")**

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
(C.U.P.E.), LOCAL NO. 107
(hereinafter referred to as the "Union")**

The Contracting Out Committee will exchange information and views on contracting out. The Committee will meet quarterly or when requested at a mutually agreed time. The Parties will exchange any and all available information which pertains to contracting out. Work contracted out prior to the date of this commitment letter, daily operation of the Department and contracting out of work for which there is insufficient staff and equipment shall not be subject to review by the Committee with the understanding of the right of the Corporation to maintain spare vehicles and equipment.

In the event of contracting out proposals which impact on the bargaining unit the Union will have 30 calendar days to make a submission to the City Administrator. The City Administrator will give his decision in writing to the Union. If the decision is unacceptable to the Union, as the final step and within 10 working days, shall have its submission forwarded by the City Administrator to the Board of Control for their consideration and on to City Council whose decision will be final and binding upon both parties.

This letter runs for the duration of the Collective Agreement.

Letter of Understanding 2010-09

SUBJECT: Ontario Works

The Parties hereby agree as follows, on the understanding that “employees” refers to employees governed by the Local 107 Collective Agreement.

1. This agreement relates solely to the impact of the Ontario program or to other similar programs which may be instituted by the Local, Provincial or Federal government.
2. Notwithstanding any provision to the contrary in the Collective Agreement, both parties agree that:
 - No Ontario Works program placements will be made outside of the provisions of the Collective Agreement;
 - Placements will not violate any Collective Agreement provision governing the assignment of work;
 - Placements must not displace any paid employment within the bargaining unit;

Examples:

- position currently held by an employee,
- position of an employee who has been laid off and has recall rights under a collective agreement;
- position of an employee who is on leave of absence;
- a collection of duties previously held by employees, within a minimum of three years

Letter of Understanding 2010- 10

SUBJECT: Golf Course Operations

Each golf course will have a Greenskeeper and an Assistant Greenskeeper. Also, the Parties agree that Temporary Golf Course Maintainers may be hired by the Corporation for the golf season each year and they will be paid in accordance with Schedule "A" and the existing job description

For any annual golf season, temporary golf course maintainers may work for a maximum consecutive term of March 15 to the next following November 15.

Letter of Understanding 2010 - 11

SUBJECT: Water Main Maintenance Overtime

The Parties agree that Water Main Maintenance Overtime will not be contracted out for the duration of this Collective Agreement.

Renewal Letter of Understanding -2010-12
Original Date Signed: February 7, 1989

SUBJECT Ontario Pay Equity Act

Based on the attached Schedule “A” of the Collective Agreement and on information provided by the Corporation, the Parties are agreed that there are no Female Job Classes in the Bargaining Unit(s) of the Union and this document constitutes a Pay Equity Plan as required by the Pay Equity Act.

Renewal Letter of Understanding – 2010-13

SUBJECT: Terms of Dedicated Presidency for Local 107

The following terms apply for the duration of the Collective Agreement, are renewable by mutual agreement.

1. The President of the Local shall be deemed to be Dedicated (i.e., full-time) in the capacity of President, and shall receive pay for 2080 hours per annum inclusive of all vacation, bereavement, statutory holidays and other paid leave. The President shall not be entitled to equalize overtime in his bulletined classification per 3 below. In the event of strike or lockout, pay shall cease for the period of strike or lockout.
2. The President shall be paid at wage rate W9 for the period of effectively of this agreement.
3. The employer may backfill for the bulletined position held by the President on a temporary basis, while the individual is appointed as President, and fill any vacancy so created on the same temporary basis. If an employee elected as President is not re-elected to the office, that employee shall be returned to the bulletin formerly held at the conclusion of the term of office, as shall any employee appointed to replace on a temporary basis.
4. The President shall not be entitled to bulletin out of the bulletin held at the time of appointment, nor be eligible for any posted training opportunities. In the event of a layoff, and in the event that the position within the bulletin held by the President is displaced, the President shall continue to be paid at the rate of pay identified in 3 during the term as President.
5. All insured benefits, sick leave and seniority shall continue as if the employee appointed as President had continued in the bulletined position per 3. Such employee will not be eligible for tool allowance, but shall be entitled to the clothing allowance. Further the employee will not be entitled to overtime, standby or meal allowance.
6. The President shall continue to be deemed to be an employee of the Corporation and at work for all purposes including the purposes of WSIA while performing the duties contemplated by this agreement. Any sickness or injury shall be reported immediately to the office of the Director. It is specifically noted that the Parties agree that the Union is deemed to the employer for all purposes including WSIA when the President is engaged in any activities not related to the negotiation, or administration of the Collective Agreement between the City of London and CUPE Local 107.
7. The Corporation shall provide the President with a cellular telephone, and the President shall be accessible via this phone to the Corporation during normal working hours. The Corporation shall pay for the phone, the annual activation fee, the voice mail option and \$12.50 per month towards the monthly cost of the phone plan, with the Local paying for the balance and any additional costs (the Corporation to be reimbursed by the Local for the latter on a monthly basis).

Renewal Letter of Understanding – 2010-14
Original Date Signed: September 11, 2001

SUBJECT: Request to Revert to Employee's Previous Position

In addition to the provisions of Article 8.3(a), where an employee makes a request in writing giving the reason for the request, to revert, during the trial period, to the employee's previous position, the employer shall grant that request if:

- a) the request is reasonable; and
- b) there would be no significant impact on the operational requirements of the City, if the request is allowed.

An employee shall only be permitted to revert once from the same position. The date of the reversion will be in the discretion of the employer within the trial period or longer if the Union and the Employer agree otherwise.

Renewal Letter of Understanding – 2010-15
Original Date Signed: January 17, 2001

SUBJECT: Meal Allowances for Road or Sidewalk Plough Employee's

1. Notwithstanding the terms of the Collective Agreement when a road or sidewalk plough employee is called in under Article 11 of the Collective Agreement, s(he) shall be paid meal allowance(s) at the applicable rate as follows:
 - a) one (1) meal allowance after the first four (4) hours worked;
 - b) another meal allowance after the next four (4) hours worked; and
 - c) another meal allowance after the next four (4) hours worked.
2. The foregoing shall apply even where some of the hours worked include the hours of the employee's normal work day.
3. Agreement applies to road or sidewalk plough employees, but not Road Sander/Salter Operators.
4. For clarity, in circumstances where this letter of understanding applies, the employee shall be limited to three (3) meal allowances maximum for any continuous periods of work.

Letter of Understanding – 2010-16

Original Date Signed: February 13, 2004 amended April 27, 2006 amendments effective June 14, 2006

RE: ARENA OPERATIONS

The parties hereto hereby agree that, notwithstanding the provisions of the Collective Agreement,

1. The Corporation will assign at the beginning of each arena season with four (4) permanent Arena Operations Workers (AOW's) who are not assigned to any particular arena and/or facility, with the intent that these employees will be utilized first to replace arena workers absent from work for vacation, illness or other such approved leaves. The Corporation shall not be obliged to post and fill an AOW vacancy in the event it becomes necessary to assign an unassigned arena worker to replace an assigned arena worker who is absent from work for vacation, illness or other such approved leave of absence.
2. The parties agree to the following with regard to the classifications of arena employees, noting that changes required due to future amendments to the *Technical Standards and Safety Act* may be required:
 - (a) The Corporation shall maintain five (5) Chief Operators (CO's) in the arenas. The Corporation is under no obligation and does not intend to fill all future vacancies within the FEO classification with FEO's. Future vacancies in the FEO classification may be replaced by the Corporation with AOW's at which time the vacant positions within the FEO classification will be declared redundant. The Corporation will not declare FEO position redundant while they remain occupied by the current incumbents.
3. The Corporation may employ temporary employees for arena operations up to 24 hours per week per employee to a maximum of 600 hours per facility per season. For the purposes of this paragraph, Covent Garden Market and Victoria Park shall be considered one facility.
4. The season is defined as the period between September 1st and April 30th and the Corporation shall employ up to two employees maximum per arena.
5. These temporary employees will be paid at the start rate of the AOW classification.
6. No permanent employee in the bargaining unit will be laid off as a result of the employment of these temporary employees.
7. By August 15th of each year, the Corporation will canvass AOW's to seek volunteers to fill the four (4) unassigned AOW jobs referred to in paragraph 1 above. Failing obtaining sufficient volunteers for these assignments, the Corporation will assign the jobs to the junior AOW's each year.

8. Permanent arena employees (CO's, FEO's and AOW's), other than those unassigned AOW's referred to in paragraph 1 above, shall be assigned to one (1) facility without limiting the Corporation's right to reassign to address approved absences, if necessary, to comply with legislative or regulating requirements.
9. By September 1st of each year, the Corporation shall offer the shifts scheduled for permanent employees in each arena for the season to the permanent employees assigned to that arena by seniority.
10. Notwithstanding the FEO and AOW job classifications, assignments of AOW staff to replace FEO's as a result of approved absences will not be subject to the higher rate.

SUBJECT: PROTOCOL FOR COMPLAINT/GRIEVANCE INVESTIGATION

The parties agree that the Chief Steward or member of the Grievance Committee or Steward (hereinafter collectively referred to as “the Steward”) who requires reasonable time off to investigate a complaint/grievance that arises during normal working hours in accordance with Article 16.1(a) of the Collective Agreement shall comply with the following complaint/grievance investigation protocol:

1. The Steward shall not leave his/her regularly assigned duties to investigate the complaint/grievance without first obtaining permission from his/her supervisor or designate;
2. The Supervisor and the Steward will attempt to agree on a mutually acceptable time for investigation of the complaint/grievance;
3. The Steward shall advise his/her supervisor or designate where he/she will be located while investigating the complaint/grievance and how he/she may be contacted, if necessary;
4. The Steward shall advise his/her supervisor of the time that he/she will be leaving his/her regularly assigned duties to investigate the complaint/grievance and the estimated time of his/her return. Should the estimated time change, the Steward shall immediately advise his/her Supervisor of the further time required to investigate the complaint/grievance;
5. The Steward shall return to his/her regularly assigned duties immediately upon completion of his/her investigative duties provided those duties are completed during normal working hours; and
6. The Steward shall report to his/her supervisor immediately upon returning to his/her regularly assigned duties following completion of his/her investigative duties.

Letter of Understanding – 2010-18

Original Date Signed: April 27, 2006 effective June 14, 2006

LETTER OF UNDERSTANDING

**BETWEEN: THE CORPORATION OF THE CITY OF LONDON
(Hereinafter called “the Corporation”)**

-and-

**CUPE LOCAL 107
(Hereinafter called “the Union”)**

SUBJECT: Service Delivery Options in Solid Waste Operations

Notwithstanding Article 23.1(c), the parties agree that the Corporation shall be entitled to employ up to eight (8) temporary employees beyond November 15th to a date no later than the last scheduled day of leaf and yard collection to perform the duties of Sanitation Operators each year. In accordance with Article 23.1 (c), such temporary employees shall not be employed for more than 26 consecutive weeks. This letter of understanding may be terminated by either party upon providing 30 days written notice to the other. In the event that this letter of understanding is terminated after the start of temporary employment or the delivery of offers of employment by the Corporation to any temporary employee(s), the Corporation may continue to employ the said temporary employee(s) for the balance of the period for which they were hired notwithstanding the termination of this letter of understanding.

LETTER OF UNDERSTANDING

BETWEEN

**The Corporation of the City of London
(Hereinafter called the Corporation)**

- and -

**C.U.P.E. Local 107
(Hereinafter called the Union)**

SUBJECT: Work Day in Excess of Eight Hours

The Parties agree that:

1. Notwithstanding the limits on daily hours of work set out in Articles 9.1 (a) and 10.1 (a) of the Collective Agreement employees performing the following functions may be scheduled to work in excess of eight hours per day as follows:
 - (a) Road Excavation Crew
The crew will be made up of normally assigned operators, drivers and personnel with additional staff added on a weekly basis as required. The hours of work will be 7:00 a.m. to 5 p.m., Monday to Thursday inclusive.
 - (b) Pavement Line Marking Operations (Nights)
Pavement linemarking operations (night shift) will function on four 10-hour days commencing approximately mid April and ending November annually. The crews will consist of normally assigned operators, drivers and personnel with additional and/or replacement staff assigned as required.
 - (c) Sweeping/Flushing Operations (Nights)
Sweeping/Flushing Operations (night shift) will function on four 10-hour days commencing approximately mid April and ending approximately November 1 annually. The crews will consist of normally assigned operators, drivers and personnel with additional and/or replacement staff.
 - (d) Electrical Section Pollution Control Operation Division
Employees working in the electrical section of the Pollution Control Operation Division may be scheduled to work regular shifts up to ten (10) hours per day four (4) of the five (5) days, Monday to Friday, in each work week.
2. The following will apply to those employees scheduled to work in excess of eight (8) hours per day in accordance with paragraph one (1) above :
 - (a) Overtime rates will not apply to scheduled shifts up to ten (10) hours, but will continue to apply to hours in excess of forty (40) hours per week and to those daily hours in excess of ten (10) hours.

- (b) Notwithstanding Article 10.5, a meal allowance shall only be paid once an employee is required to work twelve (12) consecutive hours or more and thereafter for ensuing four (4) hour periods of time at the applicable rate set out in Article 10.5.
- (c) Statutory Holiday Pay will be calculated based on work day as outlined in paragraph 1 above.
- (d) Vacation periods provided in Article 13 and vacation days used will be calculated on the basis of ten (10) hour days, and forty (40) hour weeks. A week of vacation will be calculated as forty working hours.
- (e) Hours of accumulated Sick Leave credits and hours of withdrawal will be calculated on the basis of eight (8)-hour days. If an employee is sick and cannot work the scheduled ten (10) hour shift, ten (10) hours will be deducted from the employee's sick bank.
- (f) Time off with pay allowed for Union Business, any other Union duties or activities, or for any other reason under Articles 5.3 (a), 16.1 and Article 21.1 will be calculated on the basis of eight (8)-hour days (will equal eight hundred (800) working hours). If an employee is absent from a scheduled ten (10) hour shift on Union business, one and one-quarter days will be deducted from the allowable total.