

AGREEMENT

between

THE CORPORATION OF THE CITY OF ST. CATHARINES

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 157

January 1, 2015 to December 31, 2018

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C.U.P.E. LOCAL 157**

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THIS AGREEMENT made this **22nd** day of **February, 2016** and authorized by
By-law No. **2015-228** of the City of St. Catharines.

BETWEEN:

THE CORPORATION OF THE CITY OF ST. CATHARINES

(hereinafter called the "Corporation")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, CLC, LOCAL 157

(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

1.01 - The purpose of this Agreement is to establish and maintain collective bargaining relations between the Corporation and its employees represented by the Union; to establish and maintain rates of pay, hours, and working conditions for the said employees consistent with the maintenance of an efficient civic service; and to provide a procedure for the settlement of grievances.

ARTICLE 2 - RECOGNITION

2.01 - The Corporation recognizes the Union as the certified exclusive bargaining agent for all employees of the City of St. Catharines save and except the following:

1. Employees who exercise managerial functions;
2. Employees employed in a confidential capacity in matters relating to labour relations;
3. Confidential Administrative Staff:

Office of the Mayor	1
Office of the City Administrator	3
Transportation and Environmental Services	1
Financial Management Services	1
Corporate Support Services	1
Parks, Recreation and Culture Services	1
Planning and Building Services	1
Economic Development and Tourism	1
Commissioners	2
Performing Arts Centre	1

4. Persons engaged in conducting and implementing the Corporation's recreation program;
5. Persons regularly employed for not more than twenty-four (24) hours per week;
6. Students hired for the school vacation periods or on a co-operative training programme;
7. Employees bound by the Collective Agreement of the Canadian Union of Public Employees, Local 150 and Local 1287; and
8. Employees bound by the Collective Agreement of the St. Catharines Professional Fire Fighters' Association;

which shall be referred to in this Agreement as the Bargaining Unit or Unit.

2.02 -

- (a) Temporary employees may be hired for relief purposes, for peak periods, or for seasonal work, for periods up to sixty (60) consecutive working days, or for periods up to one (1) year for the purpose of covering Pregnancy/Parental Leaves in any job covered by this agreement, or such greater period as shall be mutually agreed to by the parties in writing, provided that no temporary employee shall be employed while any regular employee is on layoff who is capable of and available to perform the work; and while so employed shall not be covered by Articles 10, 15, 16, 21, 22, and 23; nor shall they have the right of grievance with respect to discharge; and their hours of work may be such hours as the Corporation may determine, save that they shall not be required to work more hours in a twenty-four (24) hour period than a regular employee in the same class of work without appropriate compensation; and further, that an employee employed under this section in excess of sixty (60) working days shall be entitled to the benefits of Article 21 and Article 16.
- (b) If a temporary employee is continued in employment as a regular employee, they will serve a full probationary period as per Article 10.02 and their seniority date shall be retroactive to their first day of temporary employment provided that there has been no break in their service over fifteen (15) working days and that they successfully complete the probationary period.

2.03 - The word "employees" in this Agreement shall mean those persons whose jobs fall within the Bargaining Unit as defined in Section 2.01,

- (a) Who are receiving wages for performing work for the Corporation; or
- (b) Who are on leave of absence or sick leave in accordance with the provisions of this Agreement; or

- (c) Who are on layoff with seniority rights to recall, to the extent of providing right of recall and right of grievance as set forth in this agreement.

2.04 - Corporation employees who are not covered by this Agreement will not work on jobs that are normally done by employees covered by this Agreement so as to deprive a bargaining unit employee of employment.

ARTICLE 3 - UNION SECURITY

3.01 - All employees presently members of the Union shall as a condition of continuing employment remain members, in good standing, of the Union. All future employees shall, as a condition of continued employment, become and remain members, in good standing, of the Union upon date of hire.

3.02 - The Corporation shall deduct an amount, equal to such Union dues as are levied upon a member of the Union, by the Union, from the pay of each present employee, and from the pay of each new employee upon hiring. The Corporation shall make such deductions from each regular pay, and shall remit such amounts regularly to the Secretary-Treasurer of Local 157.

3.03 - These amounts shall be deducted only after all demands against the pay have been satisfied.

3.04 - Any complaints of alleged non-compliance will be referred to the Payroll Division for possible correction before any grievance is filed.

3.05 - The Union shall provide the Corporation with a letter signed by an authorized officer of the Union setting out the amount of the said dues.

3.06 -

- (a) With each remittance of monies, the Corporation shall deliver a list of employees from whom the deductions were made. The City agrees to provide the Union with a report containing the addresses and home telephone numbers of Local 157 members once per year on, or before, June 30th.
- (b) In addition, the Corporation shall submit to the Union a list of temporary employees indicating date of hiring, length of expected employment, position, and department by the first (1st) day of each month.

3.07 - At the same time that Income Tax (T-4) slips are being prepared, the Corporation shall include the amount of Union dues paid by the Union member in the previous year. In January of the current year, the Union will provide the Corporation with a letter stating that the Union dues are fully deductible for purposes of the Income Tax Act.

ARTICLE 4 - RELATIONSHIP

4.01 - The Union acknowledges that it is the exclusive function of the Corporation to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, layoff, classify, direct, transfer, and promote employees; and to discharge, demote, suspend, or otherwise discipline employees for just cause; and
- (c) Generally to manage the enterprises in which the Corporation is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and location of equipment to be used, and the number of persons to be employed.

4.02 - The Corporation also has the right to make and alter from time to time rules and regulations to be observed by the employees, provided that no additions or alterations shall be made by the Corporation in such rules and regulations without prior notice to and discussion with the Union. Prior notice, in writing, shall be deemed to be not less than seven (7) working days.

4.03 - The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement, and a claim that the Corporation has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement, may be the subject of a grievance.

ARTICLE 5 - DISCRIMINATION

5.01 - No discrimination, restraint or coercion shall be exercised or practiced by the Corporation or by any of its representatives with respect to any employee because of their membership in, or connection with, the Union.

5.02 - Conversely, there shall be no intimidation, restraint or coercion exercised or practiced upon the employees by the Union or by any of its representatives or members; neither shall there be any Union solicitation or activity on Corporation premises or job sites, excepting as is provided in this Agreement or mutually agreed upon.

ARTICLE 6 - STEWARDS AND UNION COMMITTEE

6.01 - The Corporation will recognize:

- (a) Five (5) Stewards, to be allocated by the Union among the departments, as required for effective representation. No more than one (1) steward per division is to attend union business meetings during the same time period. This condition does not include the Chief Steward. The Union shall notify the Corporation of all stewards and which departments they work in;

- (b) A Grievance Committee of five (5) employees of whom one (1) shall be the President of the Local or their designate; and
- (c) In case of a policy grievance, the Grievance Committee shall be the same as the Union Committee;
- (d) A Union Committee of five (5) employees, of whom one (1) shall be the President of the Local or their designate, for the purpose of renewing or amending the Collective Agreement.

The Stewards and members of the Committees shall have been placed on the seniority list. The Union shall notify the Corporation, in writing, of the names of its officers, the Stewards, and members of its Grievance Committee and of its Union Committee.

6.02 - Meetings between the Corporation and Union Committee shall be held at times mutually agreeable to both parties.

6.03 - It is understood that a Steward has their regular work to perform on behalf of the Corporation and that they will not leave their work without obtaining permission from their immediate supervisor, giving a reasonable explanation for their absence. When resuming their regular work they will report to their immediate supervisor.

6.04 - The Corporation recognizes the role of the President and Chief Steward in the operation of the Agreement and acknowledges the necessity for the President and Chief Steward to provide occasional advise or assistance to the Stewards, or to confer with management from time to time, during working hours.

The Union, on its part, recognizes the responsibility of the President and Chief Steward to perform their duties and undertakes that there will be no burden or penalty to the Corporation as a result of such activities on the part of the President and the Chief Steward.

6.05 - It is clearly understood that the President or a Steward will not absent themselves from their regular work unreasonably in order to deal with Union matters on behalf of employees, but such matters shall be dealt with as much as possible outside of working hours. In accordance with this understanding, the Corporation agrees to compensate the President or a Steward for their regularly scheduled work time spent in dealing with such matters, and also a member of the Grievance Committee or the Union Committee for their regularly scheduled work time spent in attending meetings with the Corporation's representatives, to the extent that they will suffer no loss of earnings.

6.06 - The Corporation agrees,

- (a) To provide a printed copy of the Union Agreement to each employee;
- (b) To acquaint each new employee of the requirement of Union membership and the check off with respect to their membership; and

- (c) To ensure that a new employee is introduced to their Steward, who shall have a reasonable opportunity, as work permits to acquaint the employee with their rights and responsibilities with respect to Union representation.

6.07 - The parties agree to the continuance of a joint Labour/Management Committee. Changes in the composition of the Committee, its terms of reference and its procedures may be agreed to by the Union and the Corporation. The Committee shall not have any jurisdiction to alter or interfere with the normal process of the Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 - It is the mutual desire of the parties that complaints of employees shall be addressed as promptly as possible.

7.02 - STEP I – In the first instance, an employee shall take up any complaint directly with their immediate supervisor within four (4) working days of the event upon which the complaint is based. In the event the grievor is on an approved absence the grievance time line shall be extended for up to four (4) additional working days. The immediate supervisor shall meet with the employee to discuss the complaint within four (4) working days of the lodging of the complaint and if requested by the employee, arrange for the presence of their Steward at the meeting. The immediate supervisor will give their decision, in writing, to the employee and the Union, within five (5) working days of lodging the complaint with the immediate supervisor.

7.03 - STEP II - If not then settled, the grievance may, within three (3) working days of the reply in Step I, be submitted, in writing, by the Grievance Committee to the Department Head. The grievance shall specify the facts and the Article(s) claimed to be violated or relied upon and the remedy sought. Upon receipt of a Step II grievance, the Human Resources Division will first contact Management to arrange a date for a meeting under Article 6.02. Once that date has been determined, the Union President or in their absence the Chief Steward, will be notified of the proposed date within five (5) working days of receipt of the grievance in the Human Resources Division.

At Step II and at meetings provided for in Article 6.02, there may be present a designate of the Union if requested by either party. The decision of the Department Head or of the Grievance Committee in the case of a Corporation grievance, shall be given, in writing, to the Chief Steward with copies to the grievor and the Union President, within five (5) working days of the meeting at which it was discussed.

7.04 - STEP III - If not then settled, the grievance may, within five (5) working days of the reply in Step II, be submitted, in writing, by the Grievance Committee to the Deputy Chief Administrative Officer or Chief Administrative Officer. Upon receipt of a Step III grievance, the Human Resources Division will first contact the CUPE National Representative and then Management to arrange a date for a meeting under Article 6.02.

Once a suitable date has been determined, the Union President or in their absence the Chief Steward, will be notified of the proposed date within ten (10) working days of receipt of the grievance in the Human Resources Division. The decision of the Deputy Chief Administrative Officer or Chief Administrative Officer, shall be given, in writing, to the National Representative with copies to the Chief Steward and the Union President within ten (10) working days of the meeting at which it was discussed.

7.05 - STEP IV - If not then settled, the grievance may, within twenty (20) working days of the reply in STEP III, be referred to arbitration as follows:

Both parties to this Agreement agree that a grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 7 above, and which has not been settled, shall be referred to a Sole Arbitrator.

If the parties are not able to agree upon such an Arbitrator within ten (10) working days of the Notice of Arbitration, the Minister of Labour for the Province of Ontario shall be requested to appoint an Arbitrator.

Either party may request a Board of Arbitration in which the Nominee of each party shall be appointed within ten (10) working days of the Notice of Arbitration and the Nominees of each party shall select a Chairman of the Board of Arbitration.

The Board of Arbitration, or Sole Arbitrator, shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.

Each of the parties to this Agreement shall bear the expenses of the Arbitrator appointed by it, and the parties shall jointly bear the expense, if any, of the Chairman or of a Sole Arbitrator.

No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

Prior to Arbitration, as outlined in this article, the parties may mutually agree to Grievance mediation, the cost of such mediation to be equally shared between the parties.

7.06 - No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by this Agreement, except that, if, at any step of this grievance procedure the Corporation or the Union does not give its answer within the allotted time limit, the grievance may be carried to the next step within the appropriate time, which shall start to run from the expiration of the allotted time within which the answer should have been given.

7.07 - Policy / Procedure Grievance - Within ten (10) working days of the event upon which the grievance is based, the Corporation or the Union may submit a grievance, in writing, to the other alleging a violation of a term of this Agreement. Such a grievance shall set out the facts and the Article(s) of the Agreement claimed to be violated or relied upon, and the matter shall be dealt with in accordance with Step II and then the balance of the grievance procedure.

Group Grievance - No grievance shall be submitted by the Union under the provisions Article 7.07 unless it involves a question of general application or a group of employees under more than one supervisor. A group grievance, being a grievance by a group of employees working under one supervisor, shall be instituted at Step I.

7.08 - If at any step of the grievance procedure, a grievance is not submitted within the period specified, it shall be deemed to be abandoned unless mutually agreed upon by both parties for a reasonable extension.

7.09 - At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses. All reasonable arrangements will be made to permit the conferring parties to have access to the work site, view disputed operations, and to confer with necessary witnesses. The National Representative and a designate of the Human Resources Division may be in attendance at all grievance meetings.

7.10 - In this Article, the word "days" shall exclude Saturdays, Sundays, and paid holidays.

ARTICLE 8 - DISCHARGE OR DISCIPLINE CASES

8.01 - A claim by an employee that they have been unjustly discharged shall be addressed when the employee files a grievance within three (3) working days of the occurrence. The grievance shall be filed in accordance with Step III, Article 7.04, of the grievance procedure.

A claim by an employee that they have been unjustly disciplined shall be addressed when the employee files a grievance within three (3) working days of the occurrence. The grievance shall be filed in accordance with Step II, Article 7.03, of the grievance procedure.

8.02 - The Corporation will notify the Union President and the Chief Steward in writing in all discharge or discipline cases as soon as possible but within two (2) working days, giving the name of the employee concerned and the reason for the discharge or discipline.

8.03 - Such special grievance may be settled by confirming the Corporation's action, or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or a Board of Arbitration.

8.04 - In this Article, the term “working days” shall exclude Saturdays, Sundays, and paid holidays.

8.05 - The Corporation will not use to the prejudice of an employee any record of misconduct or discipline which has not been previously made known to and acknowledged by the employee.

8.06 - After twenty-four (24) months, any letter of warning for inadequate performance, tardiness, or non-attendance shall not be used against any employee if there has been no recurrence in that period.

8.07 -

- (a) After twenty-four (24) months, any letter of discipline shall not be used against an employee if there has been no recurrence in that period.
- (b) Each employee shall have access to their personnel file upon reasonable notice for the purpose of reviewing all evaluations or disciplinary notations pertaining to their employment with the Corporation.
- (c) After twenty-four (24) months, any letter of discipline will be removed from the employee’s file, provided there has been no recurrence of that or a similar incident in the intervening time.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

9.01 - During the life of this Agreement, the Union agrees that there will be no strike or other collective action that will interfere with the Corporation’s operations and conversely the Corporation agrees that there will be no lockout. The definitions of the words strike and lock-out shall be those set forth in the Labour Relations Act of the Province of Ontario, as amended from time to time.

9.02 - An employee covered by this Agreement shall have the right to refuse to do the work of striking or locked out employees of the Corporation. An employee covered by this Agreement will not be required to cross a picket line at another employer if the crossing of such picket line could cause harm or damage to the person or property of the employee. In such cases where the CUPE 157 employee is not prepared to do the above work or crossing, the Union agrees that management personnel may do this work without the Union grieving such work.

ARTICLE 10 - SENIORITY

10.01 - Seniority is defined as an employee’s length of continuous service with the Corporation, including absences for sick leave, authorized leave of absence, or as otherwise provided in this Agreement. It is understood that all the following seniority rights are designed to give to each employee, according to their seniority with the Corporation as applied across the Bargaining Unit, an equitable measure of job choice and job security consistent with the efficient operation of the business. Seniority shall not operate to provide job preference within a position.

10.02 -

- (a) An employee shall be placed on the seniority list on completion of a probationary period of,
 - (1) Sixty (60) working days of employment within six (6) consecutive months if in Pay Groups one (1) to five (5) inclusive; and their seniority date shall be sixty (60) working days prior to the date of attainment of seniority;
 - (2) One hundred and twenty (120) working days of employment within twelve (12) consecutive months if in Pay Group six (6) or higher, in which case their seniority date shall be one hundred and twenty (120) working days prior to the date of attainment of seniority.
- (b) Until an employee is so placed on the list, they shall be known as a probationary employee who may not grieve regarding discharge provided that, at the request of the Union, such a discharge will be discussed at a meeting between the Corporation and the Union Committee.
- (c) In no case shall a temporary employee exercise seniority against a regular employee, but if a vacancy for a regular employee is not filled by another regular employee, a temporary employee who applies shall be considered.

10.03 -

- (a) The Corporation shall prepare and post copies of the seniority list and deliver copies to the Union. The list shall be brought up-to-date as at June 30th of each year.
- (b) The Corporation will notify each employee (upon attainment of seniority) of their seniority date. Unless a complaint is lodged with the Corporation within twenty (20) working days of notification in writing to the employee of their seniority date, the dates shown therein shall be deemed correct and reliable.

At any time during working hours, up-to-date seniority information shall be available to Union Stewards on application to the Human Resources Division.

10.04 - Seniority rights shall cease and employment shall terminate for any of the following reasons:

- (1) if the employee leaves the employ of the Corporation of their own accord;
- (2) for an employee with three (3) years or more seniority after twenty-four (24) consecutive months of layoff; for an employee with less than three (3) years' seniority after eighteen (18) consecutive months of layoff;
- (3) if the employee is discharged and the discharge is not reversed through the grievance procedure;

- (4) if an employee has been absent for five (5) consecutive working days without having been granted a leave of absence in accordance with Section 12.03, unless a reason satisfactory to the Corporation is given; the decision of the Corporation shall not be arbitrary or discriminatory;
- (5) if an employee is laid off and fails to return to work within five (5) working days after being notified by registered mail to their last known address in the Corporation's records to report for work, and does not give a reason satisfactory to the Corporation; the decision of the Corporation shall not be arbitrary nor discriminatory;
- (6) if an employee overstays a leave of absence granted by the Corporation in writing, and does not secure an extension of such leave, unless a reason satisfactory to the Corporation is given; the decision of the Corporation shall not be arbitrary nor discriminatory.;
- (7) on receipt of severance allowance under Section 29.01.
- (8) is absent for twenty-four (24) consecutive months or greater due to non-compensable disability or illness, and the employee is not eligible for Long Term Disability.

ARTICLE 11 – LAYOFF

11.01 –

- (a) The Corporation will give two (2) weeks' notice of layoff to each employee so affected, except following a recall of less than two (2) weeks, and the Union shall be so notified.
- (b)
 - (i) Both parties recognize that job security shall increase in proportion to length of service and the right of the public to be served by persons of high competence.
 - (ii) In the event of layoff, the Corporation shall issue a notice of layoff to the most junior employee in the affected position. The laid off employee(s) shall within ten (10) working days;
 - displace a less senior employee in the bargaining unit provided the senior employee has the qualifications and ability to do the job in the judgement of the Corporation which shall not be exercised in an arbitrary or discriminatory manner;
 - choose to accept the layoff; or
 - elect termination. Should the employee elect termination under this section a severance allowance shall be paid in an amount that shall be equal to two (2) weeks' salary for each completed year of service to a

maximum of twenty-six (26) weeks. Payment shall not be made more than once for the same years of service.

- (iii) An employee displacing a junior employee shall be subject to a trial period of thirty (30) working days or additional time as mutually agreed upon between the Corporation and the Union but shall not exceed an additional thirty (30) working days. If performance is unsatisfactory to the Corporation during this period, the employee shall be deemed surplus and shall be laid off.
 - (iv) If the employee relinquishes the job within the first twenty (20) working days from the time they started the job the employee shall again be deemed surplus and shall be laid off.
 - (v) A displaced employee shall follow the same process as outlined in this Article.
- (c) The Corporation shall not fill any position from which employees have been displaced or laid off until such persons with seniority who have been laid off, or such employees who have been displaced within the previous twelve (12) months, have been recalled to their former position in accordance with their seniority.

11.02 - In the event of a layoff, the President of the Union, the Vice-President, the Secretary-Treasurer, the Chief Steward, the Recording Secretary, and the Stewards, if they are on a list under Section 10.03, shall be retained in employment by the Corporation notwithstanding their position on the seniority list so long as work is available which, in the opinion of the Corporation they are qualified to do, and which they are willing to perform; provided that the Corporation shall not exercise its rights under this paragraph in an arbitrary or discriminatory manner.

11.03 - An employee promoted to a position outside the Bargaining Unit shall have their seniority frozen for the duration of their probationary period, not to exceed one hundred and twenty (120) working days after which their seniority rights shall cease. If their performance is unsatisfactory to the Corporation during this period, they shall revert to their former position and rate and all other employees affected by this shall revert to their former job and rate.

In case the former position has been eliminated, they may, if another position is available, post back into a Bargaining Unit position in accordance with Article 12.01.

If the employee relinquishes the job within twenty (20) working days from the time they started the job, they shall revert to their former job and rate and all other employees affected by this shall revert to their former job and rate.

11.04 - Any regular employee who is no longer capable of performing their full regular duties by reason of disability, and whose disability is not of sufficient severity to qualify for a disability pension under the Corporation's Long Term Disability (LTD) or pension plan, shall be placed in a suitable position in the Bargaining Unit, if such

position is available, by the Corporation upon written notification to the Union, without regard to the other articles of this Agreement; and shall be paid the prevailing rate for the job.

ARTICLE 12 – PROMOTIONS, TRANSFERS AND JOB POSTINGS

12.01 - The parties, recognizing;

- (i) The right of the public to be served by persons of high competence, and
- (ii) The right of the employees to fair and just consideration for vacancies in the light of their length of service and their qualifications;
- (iii) The principle of promotion within the service of the Corporation;

Therefore agree that;

In promotions, demotions, transfers, layoffs, and recalls, the following factors shall be considered:

- (a) Length of continuous service;
- (b) Knowledge, efficiency and ability to do the work of the job;
- (c) Physical fitness if a prerequisite;
And when factors (b) and (c) are relatively equal in the judgement of the Corporation, which shall not be exercised in an arbitrary or discriminatory manner, factor (a) shall govern.
- (d) In the event that the senior candidate is not the Corporation's choice, the Corporation shall give prior notice and opportunity of consultation to the Union; but the process shall not be delayed more than five (5) working days thereby;
- (e) Decisions shall be made and transfers effected as soon as practicable. Any anticipated delays will be reported to and discussed with the Union.

12.02 - Job postings shall be dealt with in the following manner:

- a) Vacancies that the Corporation intends to fill shall be posted for a period of five (5) working days. If no suitable candidate applies, the Corporation may fill the vacancy with other employees or new hires
 - (i) No advertisement will appear in the media and no other application will be accepted until all bargaining unit applicants have been considered and notified of the decision in writing.
 - (ii) An employee who anticipates that a job will be posted during their vacation may make application and be eligible for consideration

provided that the processing of the applications will not be delayed more than ten (10) working days thereby. It shall be the applicant's responsibility to ensure that the application is in Human Resources Division by the closing time posted.

- b) The posting shall show the position vacant, its expected location, the requirements of the job, and the wages for it; however, the Corporation may transfer employees to the vacancy until the posted vacancy is filled. The qualifications and requirements outlined in the job posting shall be those that are contained in the approved job description.
- c) An employee may submit their application to the Human Resources Division detailing their qualifications for the job. At the close of the posting period, the Corporation will supply to the Union President and Vice President or designate a list of employees who have applied for the posted job, which shall be kept for the confidential use of the Union Committee. Upon the filling of a posted job, the Corporation shall post the name and the seniority status of the successful applicant. Any employee applying for a vacancy filled by a person with less seniority shall receive reasons why they did not get the job, from the Department Head or their designate, within five (5) working days of the filling of the vacancy.
- d) The Corporation shall be free to fill a vacancy immediately if it sees fit, subject to the remaining provisions of this Section 12.02, and no grievance may be filed under this Section 12.02 until the time for an answer under Section 12.02 (c). The grievance procedure shall start at Step 2.
- e)
 - (i) In this Section 12.02, vacancies shall mean those of long-term nature such as arise through quits, new jobs, extended illnesses resulting in loss of seniority, L.T.D., etc., and shall include the three (3) vacancies resulting from the filling of a posted vacancy but no subsequent vacancies arising from the original vacancy. However, any person with seniority rights to recall on layoff from the position to be filled shall be recalled before the vacancy is posted. Upgrading of an existing position with a single incumbent shall not be deemed to create a vacancy.
 - (ii) An employee on L.T.D. shall retain their rights to their position for twenty-four (24) months. If they return to work after twenty-four (24) months, they will be allowed to bump the person with the lowest seniority in their position, if in the judgement of the Corporation they are able to perform all the duties of the position. Should the employee not be capable of performing all the duties of the position, they will be placed according to Article 11.04.
- f) In this Section 12.02, "days" shall exclude Saturdays, Sundays, and paid holidays.

- g) The Corporation shall provide the Union with notice of all vacancies as they become vacant. The Corporation shall give notice to the Union of a decision to postpone or not to fill a vacancy within fifteen (15) working days of the occurrence of the vacancy or as soon as a decision is made, whichever is sooner; and, shall inform the Union of any anticipated unusual delays in completing the job posting process, and the reason therefore. Notice shall be in writing, addressed to the Union President and Vice President or designate.
- h) An employee accepted for a posted job shall be subject to a trial period of sixty (60) working days worked by the employee. If their performance is unsatisfactory to the Corporation during this period, they shall revert to their former job and rate.

If the employee relinquishes the job within the first thirty (30) working days from the time they started the job, they shall revert to their former job and rate and all other employees affected by this shall revert to their former jobs and rates. The Corporation may appoint the next best qualified candidate from the competition without reposting.

Employees posting into short term temporary positions (less than three (3) months) will be required to complete the term without the option of reverting to their original position. Should the short term temporary position extend beyond three (3) months, the employee will have the option of vacating the position. Employees will be eligible to apply for permanent positions while in short term temporary roles.

- i) It is the intention of the Corporation, insofar as it is practical, to provide an opportunity for suitable regular employees to fill temporary vacancies in any pay group. The Corporation will undertake a courtesy job posting for temporary vacancies known to be in excess of sixty (60) working days.

12.03 - An employee designated in writing by their Department Head to be temporarily transferred to,

- (a)
 - (i) a higher position inside or outside the bargaining unit, for a minimum of one (1) day, shall be paid for the entire period worked the minimum rate for the higher position; or at a rate which is the equivalent of one (1) increment of their regular pay group higher than their regular rate, whichever is the greater;
 - (ii) the increment used for establishing the higher rate for those employees who are at the maximum rate of their normal pay groups and who are temporarily transferred in accordance with Article 12.03 (i) shall be the increment nearest the employee's rate in that employee's regular pay group;
 - (iii) no employee temporarily transferred to a higher pay group is to receive a rate beyond the maximum rate for the pay group to which they are transferred;

- (iv) an employee temporarily transferred to a higher position, inside or outside the bargaining unit, shall complete ten (10) working days in the new position before being eligible to be paid that job rate for vacation, paid holidays or sick time. Prior to the completion of ten (10) working days in the new position, the employee shall be paid their regular job rate for vacation and sick time.
- (b) A lower position shall continue to be paid their regular rate except when the transfer is at their own request, in which case their rate shall be reduced in accordance with their experience in the lower position.
- (c) Performance while temporarily employed in a higher position shall be considered for possible acceleration at the time of annual salary increases.

This Section shall not apply to cases covered by Section 29.04.

12.04 - An employee regularly transferred or promoted to a higher position shall be paid the greater of the minimum of the new position; or the step next higher than their rate plus a pro-rated portion of their former increment if they are within six (6) months of receiving a progression increase; or at such higher rate as the Corporation, at its sole discretion, determines.

12.05 - An employee designated, in writing, by their Department Head to fill a supervisory position outside the Bargaining Unit shall be paid a minimum premium of ten (10) per cent over their regular salary rate for the entire period of such appointment, unless such designation has been incorporated and considered in the rating of the position.

12.06 - Positions shall be classified in accordance with Schedule "A" which is attached to and forms part of this Agreement.

12.07 - During the term of this Agreement, salaries shall be in accordance with Schedule "B" which is attached to and forms part of this Agreement.

ARTICLE 13 - HOURS OF WORK

13.01 - The hours of work shall be as established by present practice, and as set out generally in Schedule "C".

13.02 - The Corporation may alter starting and/or quitting times or may establish shifts for any job or position upon one (1) week's prior notice to the Union, provided such changes does not extend the hours worked in the day by an employee.

13.03 - When a new shift other than a day shift is established, the employees available and capable of performing the work shall normally be rotated weekly between the shifts; but in the event of an emergency, the Corporation shall assign the shifts as may be necessary for the efficient performance of the work.

ARTICLE 14 - OVERTIME

14.01 - An employee who is authorized by their Department Head or designated supervisor to work in excess of the hours set out in Schedule "C" shall be paid at the rate of;

- (a) Time and one-half for all hours worked in excess of the daily or weekly hours specified, and on paid holidays; and
- (b) Double time after eight (8) hours overtime in their work day; and for all hours worked on Sunday, if not part of their scheduled work week;

Save that no overtime shall be paid for a period of less than fifteen (15) minutes worked immediately following the completion of the regularly scheduled working hours on any day.

At the request of the employee, subject to the permission of the Department Head, an employee may take time off in lieu, the time being calculated at the appropriate overtime rate.

14.02 - For the purposes of this Article, the wage rate shall be the basic weekly rate of pay divided by the employee's standard weekly hours of work.

14.03 - Employees required to work in excess of two (2) hours of overtime after completion of their regularly scheduled hours of work, including Saturday and Sunday, shall be provided with a meal allowance of \$9.25.

14.04 -

- (a) Overtime shall be equitably distributed among those employees who normally perform the work involved provided they are willing to perform the work when requested.
- (b) An employee off work on WSIB Benefits, Short or Long Term Disability, shall not be deemed available for overtime after their last normal (regular) shift of work and not before their normal starting time on the day they return to work.
- (c) An employee off work on Compassionate Leave or Personal Leave of absence shall not be deemed available for overtime. The employee may request, in writing, stating the time they will be deemed available on the final day of leave.
- (d) Should an employee elect to take a personal leave of absence on Corporately scheduled day(s) of closure they will be eligible to be contacted for overtime purposes in accordance with overtime call-in procedures.

ARTICLE 15 - VACATIONS

15.01 -

- (a) An employee on the active payroll shall be granted a vacation with pay in each calendar year on the following basis:

Length of Service by December 31st of the Vacation Year	Vacation
Less than one (1) year (no vacation shall be granted before the completion of the probationary period)	1 day per month to a maximum of 10 days
One (1) year but less than three (3) years	2 weeks
Three (3) years but less than ten (10) years	3 weeks
Ten (10) years but less than seventeen (17) years	4 weeks
Seventeen (17) years but less than twenty-five (25) years	5 weeks
Twenty-five (25) years but less than twenty-seven (27) years	6 weeks
Twenty-seven (27) years and thereafter – 6 weeks plus one (1) day for each additional year of completed service to a maximum of five (5) days.	

- (b) Notwithstanding the provisions of sub-section (a) an employee absent without pay in excess of one (1) month in the vacation year shall have their vacation pay calculated at the appropriate percentage of their earnings in the year, without effect on their vacation time entitlement.

An employee absent without pay because of illness or injury shall continue their normal entitlement for a period of twelve (12) months.

15.02 -

- (a) An employee who leaves the service of the Corporation,
- (i) Before July 1st, shall receive one-half (1/2) of their vacation entitlement for the year, or pay in lieu thereof;
 - (ii) On or after July 1st, shall receive their entire vacation entitlement for the year or pay in lieu thereof;
- (b) In the year of retirement, and in the event of the death of an employee, the full vacation entitlement for the year shall be granted, the payment for a deceased employee being made to the employee's designated beneficiary or

to the employee's estate;

Save that an employee who gives less than two (2) weeks' notice of resignation shall forfeit the benefits of Section 15.02 and be paid in accordance with the provisions of The Employment Standards Act.

15.03 - An employee entitled to up to three (3) weeks' vacation may take it at one time during the calendar year, and an employee entitled to a vacation in excess of three (3) weeks may, with the approval of the Department Head, take their vacation at one time during the calendar year. By April 15th, each department shall post a list on which employees shall indicate by May 1st the vacation period they wish. The Department Head shall then set the vacation periods taking into account the wishes of the employees on the basis of seniority, insofar as they consider consistent with the efficient functioning of the department, but consideration of seniority shall be related only to the first three (3) weeks of an employee's vacation. The Department Head shall post a list of the vacation periods by May 15th. A vacation may not be taken and vacation pay may not be paid during paid sick leave or paid employment disability leave.

15.04 - Employees shall take their full vacation entitlement in a maximum period of two (2) years and will have their vacation scheduled at the end of the second year by the Corporation if such vacation is not scheduled by the employee.

15.05 - An employee incapacitated by illness or injury while on vacation shall, on the production of evidence satisfactory to the Corporation, have their lost vacation time reinstated.

ARTICLE 16 - PAID HOLIDAYS

16.01 - Each employee shall be entitled to a holiday with pay on each of the following days, or a day declared in lieu thereof, or shall receive the equivalent of their regular days pay therefore, at the discretion of the Corporation, provided they work their scheduled working days next preceding and next following the holiday, unless excused in writing by their Department Head, or is otherwise entitled to be paid for such preceding or following days:

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

A floater holiday shall be provided for Remembrance Day, Easter Monday and a Christmas Holiday. These holidays will be scheduled by the supervisor to provide that operations are adequately staffed.

Heritage Day shall be included as a paid holiday in the year in which it is first observed officially. Until such time as Heritage Day is so observed, a floater holiday shall be granted in lieu.

16.02 -

- (a) An employee who is scheduled to, and does work on the day of observance of one (1) of the above holidays, shall, in addition to the benefits of Section 16.01, be paid in accordance with the provisions of Article 14.
- (b) An employee who is not scheduled to work, but who is called in to work on the day of observance of a paid holiday shall be paid at two (2) times their wage rate for all such hours worked, in addition to the benefits of Section 16.01.

16.03 - An employee scheduled to work on the day of observance of one (1) of the above holidays, and who fails to work, shall forfeit the pay for the day, unless excused in writing by the Department Head.

16.04 - If the holiday is observed on a normal working day during an employee's vacation, they shall receive another day's vacation with pay, or salary in lieu thereof.

ARTICLE 17 - COMPASSIONATE LEAVE

17.01 - An employee will be granted;

- (a) Up to five (5) consecutive working days leave of absence with pay on the death of a spouse, child, father, mother, sister, brother, grandchild; and
- (b) Up to three (3) consecutive working days leave of absence with pay to attend the funeral of other immediate relatives, which shall include:
 - (i) the employee's mother-in-law, father-in-law; and
 - (ii) a person who is a blood relative of the employee or the employee's spouse and normally a resident in the employee's household
- (c) One (1) day leave of absence with pay to attend the funeral of a sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, or spouse's grandparents, aunt or uncle, or when acting as a pallbearer.
- (d) An eligible employee unable by reason of time and/or distance to attend the funeral as above shall be allowed one (1) day leave of absence with pay in lieu on the day of the funeral.
- (e) In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, upon an employee's request, the Department Head, on consultation with the Director of Corporate Support Services, may grant additional paid bereavement leave.
- (f) If a death occurs in an employee's immediate family as described in 17.01 (a) and (b) while the employee is on vacation, they shall be granted the appropriate compassionate leave, and have their lost vacation time

reinstated.

- (g) Where the rites are to take place outside of the initial period of bereavement the employee may save one (1) or more days received under this article to attend.

ARTICLE 18 - LEAVE OF ABSENCE

18.01

- (a) The Corporation will grant a leave of absence without pay and without loss of seniority, vacation, or any benefits, included in the Employee Insurance Program up to ninety (90) working days upon the employee's request, provided the granting of such leave shall not have an adverse effect on the normal operation of the Department. Requests shall be in writing, stating the reason, and submitted to the Department Head twenty (20) working days prior to commencement of leave, unless the circumstances make it impossible to do so. Replies shall be in writing, and if not granted, shall include the reason.

Such leaves may be for any reason other than for other employment.

Employees requesting such leave must have a minimum of one (1) year of service from the date of hire with the Corporation.

Employees not meeting the above criteria may submit their request in writing, stating the reason, to the Department Head for consideration.

Benefits will continue for the first ninety (90) working days of the leave and if the leave exceeds ninety (90) working days, the employee will have the option to continue their coverage by paying the benefits themselves.

- (b) Leave for reasons of pregnancy shall be provided in accordance with the terms of The Employment Standards Act.
- (c) Parental leave shall be provided in accordance with the terms of The Employment Standards Act.
- (d) Employees elected by the Union to attend conventions and conferences of the Union shall, where reasonably possible, be granted leave of absence without pay for the same provided the Corporation is given reasonable notice. No more than three (3) employees may be absent at any one time and such leaves without pay shall not total more than thirty five (35) working days in the year excluding travelling time. An employee shall receive the pay and benefits provided for in this Agreement when on approved unpaid leave of absence for Union work or conventions. However, the Union shall reimburse the Employer for all pay and benefits during the period of absence.
- (e) Upon receipt of reasonable notice and contingent upon the requirements of its operations, the Corporation shall grant leave of absence without pay and without loss of seniority to one (1) only employee who is elected or selected

for a full-time position with the Canadian Union of Public Employees, the Ontario Federation of Labour, or the Canadian Labour Congress, for a period of not more than one (1) term, which shall not be greater than two (2) years. Such leave may be renewed on request at the discretion of the Corporation. The employee shall be entitled to return to their former position at the expiration of the period, or to another position in accordance with their ability and seniority if their former position is not available.

- (f) Leave of absence for extended vacations may be combined with an employee's regular vacation, provided six (6) months' notice is given, except when extenuating circumstances make such notice impossible, and provided that such leave is consistent with the operating requirements of the Corporation. The Corporation's reply will normally be given within two (2) weeks of submission of the request.
- (g) Employees shall be allowed leave of absence with pay and without loss of seniority or benefits to attend a formal hearing for the employee to become a Canadian Citizen.

ARTICLE 19 - REST PERIODS

19.01 - Unless deemed impractical by the Department Head, whose discretion shall not be exercised in a discriminatory manner, each employee shall receive two (2) fifteen (15) minute rest periods per day, one (1) in mid-morning and one (1) in mid-afternoon. They shall be scheduled by the Department Head, and may be revoked in event of abuse. A fifteen (15) minute rest period shall also be provided to an employee midway through each three (3) hours' overtime.

ARTICLE 20 - PAY ON DAY OF INJURY

20.01 - An employee, who is injured while in the course of their employment at work and is unable to continue to work because of such injury, shall be paid at their straight time rate for the balance of their shift.

20.02 - An employee who has received payment under Article 20.01 shall receive pay for regularly scheduled time necessarily spent at the Doctor's office for further medical treatment of the injury during working hours subsequent to the day of the accident.

ARTICLE 21 - EMPLOYEE INSURANCE PROGRAM

21.01 - The Employee Insurance Program shall consist of

Item 1 - Employer Health Tax or its successor;

Item 2 - Green Shield Semi-Private Hospital Supplement, or equivalent*;

Item 3 - Subject to the requirements of the insurer that the employee must be actively at work on the effective date, group life insurance and accidental death and dismemberment insurance, each in an amount equal to two (2) times the basic annual salary, to the next higher \$500.00, adjusted on the first day of the next month for changes in personal coverage, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement, or coincidental with any general rate adjustments provided for in the terms of the Agreement; and a paid-up policy on normal retirement in the amount of \$6,000.00;

Item 4 - Green Shield Health Plan for Hospital Care Extended Health Benefits Plan, or equivalent*, (\$25/\$50 deductible) with the following riders:

- **Prescription Eyewear** - \$400 per person every twenty-four (24) months for prescription eyewear.
- **Eye Examinations** - maximum of \$75.00 every twenty-four (24) months
- **Drug Plan** - equivalent to Drug Formulary 3 with the elimination of over the counter drugs and generic substitution unless the physician indicates no substitution and where there is no difference in therapeutic value
- **Hearing Aids** - \$600 for employee and \$400 for each dependant per year
- **Massage Therapy** - coverage of \$25 per visit to a maximum of \$300
- **Chiropractic** - coverage of \$25 per visit to a maximum of \$300
- **Physiotherapy** - coverage of \$40 per visit for employee and \$20 per visit for dependants on the referral by a medical practitioner.
- **Orthotics** – two (2) pairs custom-made foot orthotics per calendar year to a maximum benefit of \$400 per person, per year.
- **Private Duty Nurse** – maximum of seventy-five (75) shifts per calendar year.

Item 5 -The Green Shield Health Code 9 **Dental Care** Plan, or equivalent*, on the ODA schedule of fees on a one (1) year lag effective January 1 of each year, with a preventative oral recall examination and preventative services occurring once every 9 months for persons over the age of 12 years and once every 6 months for persons twelve years and younger.

The Corporation will provide a benefit that will cover Dentures, Orthodontic Services, Crowning and Capping. This benefit will be 50/50 co-insured to a maximum of \$2,000 lifetime, per person, meaning a maximum claim of \$4,000 per insured. The benefits listed in Article 21.01 will be covered for spouse and dependent children until the end of the twenty-fourth (24) month after the death of the employee or the date that the employee would have turned 65 years of age, whichever is earlier.

Item 6 - Benefit coverage for employee only who works full time past age sixty-five (65):

- Basic Dental
- Drugs – only those allowed under the Ontario Drug Benefit Plan
- Vision and Eye Examinations coverage as per Item 4
- Paid up \$6,000 Life Insurance Policy at age 65.

* “Equivalent” shall include consideration of the administration process for both the Corporation and the Union.

21.02 - Participation for eligible employees shall be on the following basis:

Item 1 - In accordance with Ontario Health Insurance Commission Regulations;
Items 2, 3, 4, and 5 - Optional.

21.03 - Employees shall be eligible for enrolment;

- (a) For Items 1, 2, 4, and 5 on employment;
- (b) For Item 3 on completion of the probationary period; and temporary employees shall be eligible in accordance with Section 2.02 (a).

21.04 - The Corporation shall pay, for each participating employee, all of the costs of the program, except that an employee;

- (a)
 - (i) on disability benefits under the Workplace Safety and Insurance Board Act for a period not in excess of eighteen (18) months.
 - (ii) on authorized leave of absence.
- (b) An employee laid off or terminated, shall cease to qualify for the above benefits at the end of the calendar month in which they are laid off or terminated; however, where a layoff is of a temporary nature, the person laid off may continue the program by paying the total cost to the Corporation by the fifteenth (15th) day of each month.

21.05 - An employee covered by the Employees Insurance Program is subject to co-ordination of benefits payments, where an employee or spouse has coverage under more than one benefit plan. The employee agrees to disclose any benefit coverage by which they or their spouse are covered, that duplicates the coverage of this plan. The employee is responsible for promptly informing the Corporation of any changes in the employee’s eligibility or that of their dependents for coverage under insurance plans.

21.06 - In consideration of benefits granted under this Agreement, the Union relinquishes the right of the employees to their share of the reduction in premium for Unemployment Insurance.

21.07 - The Corporation may at any time substitute another carrier for any of the benefits in Article 21, provided that the benefits conferred thereby are equivalent to existing benefits, and there is no increase in the premium cost to any employee.

Such substitution will not occur in less than sixty (60) days written notice to the Union. When such notice is provided, the Corporation will meet with the Union to discuss the changes.

ARTICLE 22 - SICK LEAVE PLAN

22.01 - Short-Term Disability

- (a) Each regular employee will be paid their full pay during the first three (3) weeks of absence due to illness or accident. Employees will be paid for an additional two (2) weeks for each year of service to a maximum of seventeen (17) weeks at one hundred per cent (100%) of their regular pay. Employees absent in excess of the period for which they are entitled to receive one hundred per cent (100%) of their regular pay will receive seventy-five per cent (75%) for that period until seventeen (17) weeks are completed, and deductions for C.P.P., U.I.C. and OMERS will continue during this seventeen (17) week "Short-Term" disability period.
- (b) During the "Short-Term" period of disability, periods of disability separated by less than two (2) weeks of active employment will be considered the same period of disability unless disability is due to unrelated causes. During the "Short-Term" disability period, the employee's benefit plans will be continued.
- (c) Short-Term disability will be paid out at the employee's standard daily wage as of the first day of absence.
- (d) There will be no deduction in pay for the first hour for an employee to attend a medical or dental appointment.

22.02 - A regular employee who has satisfactorily completed their probationary period, who gives proof satisfactory to the Corporation of disabling illness or non-compensable accident, shall be paid in accordance with Section 22.01 and 22.03.

22.03 - Long-Term Disability

- (a) Continued disability beyond the seventeen (17) weeks will be deemed to be long-term disability. Pay will continue to be maintained at seventy-five (75%) either through the Long-Term Disability Insurance Plan or by the Corporation. Payments for the weeks seventeen (17) to twenty-six (26) inclusive will be the responsibility of the Corporation, while payments for weeks twenty-seven (27) and on will be the sole responsibility of the Disability Insurance Plan; and individuals must meet the qualifying conditions of the plan.

On commencement of long-term disability, C.P.P. and E.I. deductions will be suspended and the employee will apply for C.P.P. long-term disability benefits. Similarly, the employee will file for disability claim under OMERS, either for waiver of premium or disability pension benefits. Any long-term disability benefits will be reduced by disability benefit payments received under C.P.P., OMERS, or from W.S.I.B., so that total benefits do not exceed

seventy-five per cent (75%) of regular pay.

During the long-term disability period, insurance plans as outlined in Section 21.01, will be continued on behalf of the employee by the Corporation. Long-term disability income benefits will not extend beyond age sixty-five (65).

- (b) Long-term disability Insurance Plan, when in effect, will provide seventy-five per cent (75%) of income, based on own occupation for a minimum period of two (2) years.
- (c) Employees off on L.T.D. for thirty (30) months or greater will have their seniority date frozen at the end of the thirty (30) months.
- (d) Long-Term Disability will be paid out at the employee's standard daily wage.

22.04 - For the purpose of this Article:

(a) "Non-compensable accident" shall be deemed to mean:

(i) an accident suffered on the job for which compensation in lieu of wages is not received from The Workers' Safety and Insurance Board, including disallowance because of the Board's requirements for a minimum period of disability; and

(ii) an accident suffered other than while at work;

(b) "Standard daily wage" shall be the employee's bi-weekly rate of pay, divided by the number of their normally scheduled working days in the pay period.

ARTICLE 23 - PENSION PLAN

23.01 - The Corporation agrees it will not alter or amend the pension plan in effect without the approval of the Union, save as may be required by legislation of higher jurisdictions.

23.02 - The Corporation agrees to pay until the age of sixty-five (65), the premium cost of Items 1, 2, 4, and 5 contained in Article 21.01 for employees who retire under any unreduced OMERS pension plan. A paid up life insurance policy of \$6,000.00 shall be provided to employees retiring under any unreduced OMERS pension plan.

ARTICLE 24 - SAFETY AND HEALTH

24.01 - The Corporation will continue to make adequate provisions for the safety and health of employees during the hours of their employment.

24.02 - Safety recommendations submitted to the Corporation by the Union representatives will receive prompt and serious consideration with the aim of eliminating, as far as practical, unsafe working conditions, unsafe working practices and other hazards to safety or health of employees during working hours.

24.03 - The Corporation agrees to make an annual payment of \$175.00 to each regular employee, in January of each year, and to each casual employee upon return to employment who is required to wear CSA-Certified Grade 1 footwear bearing the green triangle patch and who wears such footwear.

ARTICLE 25 - CAR ALLOWANCE

25.01 - When requested by the Corporation and authorized by the Department Head to use personal cars for Corporation business, employees who do so will be paid a minimum allowance of \$0.44 cents per kilometer or such greater amounts as determined by Corporation Policy.

25.02 - A minimum monthly allowance of one hundred and forty (\$140) dollars effective January 1, 1993, shall be paid to those employees in the positions listed in Schedule "D" when the continuing provision of a personal car for Corporation business is a condition of employment, and this condition is met, except that employees,

- (a) Who are absent from duty by reason of illness will continue to receive the allowance during such absence, up to a maximum of three (3) calendar months;
- (b) Who are absent on vacation with pay will continue to receive the allowance throughout the vacation;
- (c) Who are absent from duty for any other reason for less than one (1) calendar month shall receive the allowance for that month but not beyond, except that newly-qualified employees shall be paid on a mileage basis for an initial part-month.

25.03 - Claims for payment submitted to the Financial Management Services Department by noon of the first Monday of the month shall be paid with the employee's regular pay on the pay date following the submission.

ARTICLE 26 - SHIFT PREMIUM

26.01 - Employees working on shifts other than day shifts shall receive a premium of;

- (a) Fifty (50) cents for each hour worked on a shift on which the majority of hours occur between 4:00 p.m. and 12 midnight; and
- (b) Fifty-five (55) cents for each hour worked on a shift on which the majority of hours occur between 12 midnight and 8:00 a.m.

26.02 - No overtime or other premium shall be pyramided on the shift premium.

26.03 - Normally, twenty-four (24) hours' notice shall be given before a change of shift. Failure to provide sixteen (16) hours off duty between shifts that are being

changed shall result in payment of overtime at established rates for any hours worked during such normal off-duty period.

ARTICLE 27 - CALL- IN PAY

27.01 - An employee called in outside of their standard hours other than for scheduled overtime work, shall be paid,

- (a) A minimum of four (4) hours at their straight time rate; or
- (b) At their applicable overtime rate for the time worked on the call-in, whichever is greater.

ARTICLE 28 - JURY DUTY

28.01 - An employee called for jury duty or subpoenaed as a witness in a court of law or other tribunal of competent jurisdiction shall absent themselves from work only to such reasonable extent as shall allow them to carry out such duty. Subject to Article 28.02, the employee shall be paid for their standard hours during such absence, at their standard rate of pay, provided that they pay over to the Corporation their jury fees or witness fees, excluding meal and mileage allowances.

28.02 - Upon receipt of a jury notice or subpoena, the employee shall at the earliest opportunity, advise their supervisor of the receipt of the jury notice or subpoena, the date of absence and the anticipated length of absence if known. The employee, at the time they advise their supervisor, shall elect whether to accept

- (a) The jury fees or witness fees, or
- (b) The standard rate of pay as provided in Article 28.01.

Under no circumstances shall an employee receive both (a) jury fees or witness fees, and (b) their standard rate of pay.

An employee who is not scheduled to work on any day that they serve shall not be required to deposit any compensation received for that day.

ARTICLE 29 - EMPLOYMENT

29.01 -

- (a) Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that if technological change, the contracting out of services, the planned cessation of operations, or local government re-organization resulting from a decision of the City Corporation makes it necessary to displace employees with more than one (1) year's seniority, no such employee shall be laid off, unless they cannot be employed satisfactorily either through the normal exercise of their seniority or after reasonable on-the-job training for a vacancy that arises in the unit during the period of notice. The period of notice under any of the foregoing

circumstances shall be a minimum of six (6) months. Should the employee elect termination under this section, a severance allowance shall be paid in an amount that shall equal two (2) weeks salary for each completed year of service to a maximum of twenty-six (26) weeks. Payment shall not be made more than once for the same years of service.

- (b) When the employer is considering the introduction of a change affecting the security or position of an employee,
 - (i) the employer agrees to notify the Union as far as possible in advance of their intention;
 - (ii) the foregoing notwithstanding, the employer shall provide the Union, at least 90 days before the introduction of a technological change as contemplated above, with a description of the project it intends to carry out and the potential effect on the employees.

29.02 - In the event that the Corporation should introduce new methods or equipment that require new or greater skills than possessed by an employee on the job to which they apply, the Corporation shall reimburse the employee who undertakes and successfully completes an approved course of study or after-hours training for the cost of tuition and text books.

29.03 - Should the Corporation merge, amalgamate or combine any of its operations or functions with another municipality, the Corporation will endeavour to arrange, where practical, for the retention of seniority rights, salary and wage levels for each employee of the Corporation who thus becomes an employee of such municipality.

29.04 - The Corporation shall endeavour, wherever reasonable and practicable, to give to employees who indicate in writing their interest, the opportunity of gaining experience on other operations. The opportunity will be provided in the order in which the applications are received, such training periods to be to a maximum of thirty (30) working days. During such periods of employment, the employee shall remain at the rate of pay for the employee's regular position. This Section shall not be used to circumvent the provisions of Section 12.03.

29.05 -

- (a) Contracting out is defined as the carrying out of work by a firm or a private contractor, which work was formerly done by the Corporation itself, utilizing its own regular staff and work crews.
- (b) It is recognized that certain services are currently contracted out and that the Corporation shall continue this practice without reference to the procedures discussed herein.
- (c) If the Corporation intends to contract out any service which will result in the reduction of the number of regular employees of the Corporation, the following shall occur:

- (i) The Corporation shall give notice to the Union sixty (60) days in advance of the date the Corporation expects to consider a proposal to contract the service.
- (ii) The Union may concur with the arrangement or prepare an alternate proposal. The Department Head shall meet with the Union within ten (10) days of the notification for the purpose of discussing the proposed matter of contracting out. Information with respect to contracting out shall be made available to the Union at this time.
- (iii) Where the Union and departmental management do not reach a common understanding, the management will present the Union's proposal to City Council or a committee thereof, along with the management proposal. This does not preclude the Union from requesting a delegation to appear before Council.
- (iv) The decision of Council shall be final and binding and there shall be no recourse to any grievance or arbitration procedures.

ARTICLE 30 - JOB POSITION

30.01 -

- (a) The Corporation will supply the Union with a job description for each position in the Bargaining Unit. The description shall specify the principal functions of the job, but shall not be construed as a detailed description of all the work requirements inherent in the position.
- (b) Within twenty (20) working days of receipt of a job description, the Union may request that it be discussed at a meeting between the Corporation and the Union. At such meeting, the Union may have present a representative employed in the position.

30.02 - The parties acknowledge their mutual interest in ensuring that positions be appropriately classified.

- (a)
 - (i) If the Corporation establishes a new position, or changes the basic requirements of a position, the Corporation shall refer the new job description to the Joint Job Evaluation Committee to establish a rating for the position.
 - (ii) Existing positions shall not be eliminated without prior notification to the Union.
- (b) The foregoing shall be pursuant to the Joint Job Evaluation agreement between the Corporation and the Union dated March 16, 1990, as amended from time to time by mutual agreement of the parties.

ARTICLE 31 - CORPORATION BY- LAWS

31.01 - The Corporation agrees that the Corporation's By-laws 5785 and 61-36, relating to supplemental retirement allowance; and By-laws 5062 and 62-232 of the Corporation, By-law 1699 of the former Township of Grantham, By-law 722 of the former Town of Merritton, and By-law 893 of the former Town of Port Dalhousie, relating to pensions, shall not be further amended as affecting the members of the Bargaining Unit without the agreement of the Union.

ARTICLE 32 - BULLETIN BOARDS

32.01 - The Corporation agrees to the posting of Union notices on Bulletin Boards. Such notices shall relate to appointments, meetings, elections, and conventions of the Union and Union social and recreational affairs. All such notices shall be submitted to the Director of Corporate Support Services or their designate who shall arrange for their prompt posting provided they are delivered to Human Resources Division normally at least forty-eight (48) hours prior to the time of the meeting.

32.02 - The Corporation shall provide one (1) bulletin board in each department and additional boards if necessary in divisions of departments.

ARTICLE 33 - NOTICES

33.01 - The Corporation will give the Union written notice of the names of the supervisory staff.

33.02 - Each employee shall keep Human Resources Division informed of their current address and telephone number.

33.03 - Notice to the parties shall be addressed to:

- (a) The City Hall, P. O. Box 3012, St. Catharines, Ontario L2R 7C2 (in the case of the Corporation);
- (b) Canadian Union of Public Employees, Two Westport Centre, 110A Hannover Drive, Suite 101, St. Catharines, Ontario L2W 1A4 (in the case of the Union).

ARTICLE 34 - APPLICATION OF AGREEMENT

34.01 - The provisions of the wage schedule shall be effective from January 1st, 2015, but in no event shall any new or changed provision apply to persons who left the employ of the Corporation prior to the date of ratification of this Agreement, unless such persons left in the course of normal or disability retirement; and all other provisions that are different from the Agreement which expired December 31st, 2014, shall operate from the date of signing of this Agreement, or as soon thereafter as can be arranged.

ARTICLE 35 - DURATION OF AGREEMENT

35.01 - This Agreement shall remain in force for a period of four (4) years from January 1st, 2015 and ending December 31, 2018, and shall continue in force thereafter from year to year unless in any year, not less than sixty (60) working days, nor more than ninety (90) working days prior to the expiration date, either party gives notice in writing to the other party of its desire to terminate or revise this Agreement.

35.02 - In the event of notice being given, arrangements for the initial session of negotiations shall be set within fifteen (15) working days following receipt of notification.

IN WITNESS WHEREOF the Corporation has hereunto caused its Corporate Seal to be affixed under the hands of its duly authorized officers, and the Union has caused this instrument to be executed by its proper officers hereunto duly authorized, the day and year first above written.

SIGNED, SEALED AND DELIVERED THE CORPORATION OF THE CITY OF ST. CATHARINES

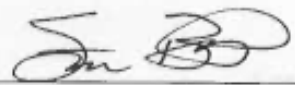



Mayor



City Clerk

CANADIAN UNION OF PUBLIC EMPLOYEES, CLC, LOCAL 157











LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF ST. CATHARINES
- and -
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 157

RE: VACATION

It is agreed that during the term of the Collective Agreement, terminating on December 31, 2018, the parties agree that:

Notwithstanding the provisions of Article 15.01 (a), the Corporation may, at its discretion, provide vacation beyond the start level for new employees


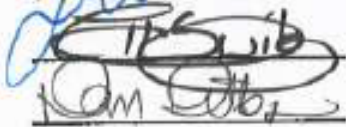
And further that, if a new employee starts employment with a greater level of vacation than outlined in Article 15.01 (a), the employee will be deemed to have equivalent years of service for vacation purposes only

This letter shall be applicable only to pay groups 7 – 11 inclusive. This letter shall form part of the Collective Agreement. This letter shall have a terminal date of December 31, 2018.






Grievances relating to Article 15.01 (a) will be withdrawn by the Union, on a without prejudice basis.

Dated at St. Catharines, Ontario this 13th day of August, 2015

For the City:

For the Union:

SCHEDULE "A"

Departments

F.M.S.	-	Financial Management Services
T.E.S.	-	Transportation and Environmental Services
C.S.S.	-	Corporate Support Services
P. R.C.S.	-	Parks, Recreation & Culture Services
P.B.S.	-	Planning and Building Services
C.A.O.	-	Economic Development & Tourism and Communications
L.C.S.	-	Legal and Clerks Services

Group Position Title and Department

1	No positions
2	Clerk Typist II – F.M.S.
3	Accounting Clerk I – F.M.S. Administrative Clerk – F.M.S. File and Mail Clerk – T.E.S. Records & Mail Clerk – L.C.S. Tax Collection Clerk – F.M.S.
4	Accounts Billing & Water Clerk – F.M.S. Administration Clerk – P.B.S Administration Clerk – P.R.C.S. Administrative Processing Clerk – F.M.S. Administrative Representative – P.R.C.S. Assistant Payroll Clerk – F.M.S. Box Office Clerk – P.R.C.S. Courier Clerk – T.E.S. Facilities & Special Events Administrator – P.R.C.S. File Administration Clerk – P.B.S. Maintenance Clerk – T.E.S. Meter Attendant – F.M.S. Meter Reader – F.M.S. Parking Violations Clerk – F.M.S. Processing / Administrative Clerk – T.E.S. Roads & Utilities Clerk – T.E.S. Water Meter Administrative Clerk – F.M.S. Water Meter Exchange Clerk – F.M.S. Water Processing Clerk – F.M.S
5	Accounting Clerk III – F.M.S. Accounts Payable Clerk – F.M.S. Junior Bookkeeper – F.M.S.

Group	Position Title and Department
5 (contd)	Licensing & Vital Statistics Clerk – L.C.S. Parking Services Clerk – F.M.S. Processing/Cashier Clerk – F.M.S. Water Accounts Clerk – F.M.S. Water Collection Clerk – F.M.S. Training and Records Coordinator – T.E.S.
6	Accountant I – F.M.S. Accounts Clerk – T.E.S. Administration Coordinator – P.B.S. Buyer I – F.M.S. Communications Coordinator – P.R.C.S. Customer Service Representative – C.S.S. Enforcement Coordinator – P.B.S. G.I.S Technician – T.E.S. Marketing Design Coordinator – P.R.C.S. Meter Reading Coordinator – F.M.S. Operations Coordinator – P.R.C.S. Payroll Clerk – F.M.S. Property Assistant – F.M.S. Storeskeeper – T.E.S. Tax Billing & Certificate Clerk – F.M.S. Tourism Marketing Assistant – C.A.O.
7	Accounting & Budget Clerk – F.M.S. Building Technician – P.B.S. Client Services Coordinator – P.R.C.S. Corporate Communications Officer – C.A.O. Corporate Records Coordinator – L.C.S. Council & Committee Coordinator – L.C.S. Economic Development Researcher – C.A.O. Environmental Technician – T.E.S. Information Coordinator – T.E.S. Instrumentman – T.E.S. Market & Events Coordinator – P.R.C.S. Planning Technician – P.B.S. Tax Adjustment Clerk – F.M.S. Technician Draftsman II, Cadastral – T.E.S. Water Quality Technician – T.E.S.
8	Buyer II – F.M.S. Chief Payroll Clerk – F.M.S. Clerks Service & Licensing Leader – L.C.S. Client Analyst – C.S.S. Committee Secretary & Planning Technician – P.B.S.

Group	Position Title and Department
8 (contd)	Community Renewal Coordinator – P.B.S. Election Assistant (temporary position) – L.C.S. Environmental Field Technician – T.E.S. Graphic Designer/Printer – C.A.O. Intermediate Bookkeeper II – F.M.S. Parking Services Leader – F.M.S. Road Services Technician – T.E.S. Tax Billing & Adjustment Leader – F.M.S. Team Leader, Customer Service – C.S.S. Technician Operator II, G.I. Services – T.E.S. Water Billing & Adjustment Leader – F.M.S. Zoning Technician – P.B.S.
9	Application Analyst/Database Coordinator AMANDA – C.S.S. Building Inspector II – P.B.S. By-law Enforcement Officer – P.B.S. Development/Horticultural Tech. – P.R.C.S. HVAC Inspector – P.B.S. Intermediate Bookkeeper I – F.M.S. Party Chief – T.E.S. Plumbing Inspector – P.B.S. Program Documentation Technician – T.E.S. Senior Bookkeeper – F.M.S.
10	Building Plan Examiner – T.E.S. Construction Inspector – T.E.S. Development Engineering Technologist – P.B.S. Facilities Technologist – T.E.S. Fill Site Technician – T.E.S. G.I.S. Technologist – T.E.S. Operations Technologist – T.E.S. Planner I – Implementation – P.B.S. Planner I – Policy – P.B.S. Planner I – Special Projects – P.B.S. Project & Development Planner – P.R.C.S. Systems Analyst – C.S.S. Project Technologist – P.R.C.S. Purchasing Agent – F.M.S. Senior Environmental Technician – T.E.S. Senior Water Quality Technician – T.E.S. Systems Analyst – C.S.S. Transportation Technologist – T.E.S. Urban Design Planner – P.B.S.

Group	Position Title and Department
11	Landscape Architect Planner – P.R.C.S. Planner II – Policy – P.B.S. Project Supervisor – T.E.S.

SCHEDULE "B"

SALARY SCHEDULE SUPPLEMENT

Bi-Weekly and Annual Rates

Effective January 1, 2015

GROUP	Start	Bi-weekly	Hourly	Mid-Step	Bi-weekly	Hourly	Step 1	Bi-weekly	Hourly	Step 2	Bi-weekly	Hourly
1	31,800	1,223.08	17.4725	33,074	1,272.09	18.1727	34,349	1,321.10	18.8728	36,899	1,419.18	20.2740
2	33,156	1,275.23	18.2176	34,444	1,324.75	18.9250	35,731	1,374.27	19.6324	38,304	1,473.24	21.0463
3	35,167	1,352.56	19.3223	36,494	1,403.61	20.0515	37,820	1,454.63	20.7804	40,473	1,556.67	22.2382
4	36,972	1,421.99	20.3142	38,322	1,473.93	21.0562	39,672	1,525.84	21.7977	42,372	1,629.70	23.2814
5	42,754	1,644.37	23.4910	43,962	1,690.85	24.1550	45,170	1,737.32	24.8188	47,587	1,830.28	26.1469
6	46,239	1,778.43	25.4061	47,519	1,827.65	26.1093	48,799	1,876.87	26.8124	51,359	1,975.35	28.2193
7	50,691	1,949.66	27.8523	52,096	2,003.71	28.6244	53,502	2,057.78	29.3968	56,312	2,165.84	30.9406
8	55,778	2,145.29	30.6470	57,492	2,211.23	31.5890	59,207	2,277.18	32.5311	62,635	2,409.02	34.4145
9	61,249	2,355.74	33.6534	63,133	2,428.21	34.6887	65,017	2,500.67	35.7239	68,786	2,645.62	37.7946
10	65,970	2,537.29	36.2470	68,003	2,615.49	37.3642	70,036	2,693.71	38.4815	74,104	2,850.16	40.7166
11	69,026	2,654.85	37.9264	71,569	2,752.67	39.3239	74,114	2,850.53	40.7219	79,203	3,046.25	43.5179
80 hours		2,537.29	31.7161		2,615.49	32.6936		2,693.71	33.6714		2,850.16	35.6270

SCHEDULE "B"

SALARY SCHEDULE SUPPLEMENT (continued)

Bi-Weekly and Annual Rates

Effective July 1, 2015

GROUP	Start	Bi-weekly	Hourly	Mid-Step	Bi-weekly	Hourly	Step 1	Bi-weekly	Hourly	Step 2	Bi-weekly	Hourly
1	31,959	1,229.19	17.5599	33,240	1,278.45	18.2636	34,520	1,327.70	18.9672	37,083	1,426.28	20.3754
2	33,322	1,281.61	18.3087	34,616	1,331.37	19.0196	35,910	1,381.14	19.7306	38,496	1,480.61	21.1515
3	35,342	1,359.32	19.4189	36,676	1,410.63	20.1518	38,009	1,461.90	20.8843	40,676	1,564.46	22.3494
4	37,157	1,429.11	20.4158	38,514	1,481.31	21.1615	39,870	1,533.47	21.9067	42,584	1,637.85	23.3978
5	42,968	1,652.60	23.6085	44,182	1,699.31	24.2758	45,396	1,746.00	24.9429	47,825	1,839.43	26.2776
6	46,470	1,787.32	25.5331	47,757	1,836.79	26.2398	49,043	1,886.26	26.9465	51,616	1,985.23	28.3604
7	50,945	1,959.41	27.9916	52,357	2,013.73	28.7675	53,770	2,068.07	29.5438	56,593	2,176.67	31.0953
8	56,056	2,156.01	30.8002	57,779	2,222.28	31.7469	59,503	2,288.57	32.6938	62,948	2,421.06	34.5866
9	61,556	2,367.52	33.8217	63,449	2,440.35	34.8621	65,343	2,513.18	35.9025	69,130	2,658.85	37.9836
10	66,299	2,549.97	36.4282	68,343	2,628.57	37.5510	70,386	2,707.17	38.6739	74,475	2,864.41	40.9202
11	69,371	2,668.12	38.1160	71,927	2,766.44	39.5205	74,485	2,864.79	40.9255	79,599	3,061.49	43.7355
80 hours		2,549.97	31.8746		2,628.57	32.8571		2,707.17	33.8396		2,864.41	35.8051

SCHEDULE "B"

SALARY SCHEDULE SUPPLEMENT (continued)

Bi-Weekly and Annual Rates

Effective January 1, 2016

GROUP	Start	Bi-weekly	Hourly	Mid-Step	Bi-weekly	Hourly	Step 1	Bi-weekly	Hourly	Step 2	Bi-weekly	Hourly
1	32,438	1,247.63	17.8233	33,738	1,297.63	18.5376	35,038	1,347.62	19.2517	37,639	1,447.67	20.6810
2	33,822	1,300.83	18.5833	35,135	1,351.34	19.3049	36,448	1,401.86	20.0266	39,073	1,502.82	21.4688
3	35,872	1,379.71	19.7102	37,227	1,431.79	20.4541	38,580	1,483.83	21.1976	41,286	1,587.92	22.6846
4	37,714	1,450.54	20.7220	39,092	1,503.52	21.4789	40,468	1,556.47	22.2353	43,223	1,662.42	23.7488
5	43,612	1,677.38	23.9626	44,845	1,724.79	24.6399	46,077	1,772.19	25.3170	48,543	1,867.03	26.6718
6	47,167	1,814.13	25.9161	48,473	1,864.34	26.6334	49,778	1,914.55	27.3507	52,390	2,015.01	28.7858
7	51,709	1,988.81	28.4115	53,142	2,043.93	29.1990	54,576	2,099.09	29.9870	57,442	2,209.32	31.5617
8	56,897	2,188.35	31.2622	58,646	2,255.62	32.2231	60,395	2,322.89	33.1842	63,892	2,457.38	35.1054
9	62,479	2,403.03	34.3290	64,401	2,476.95	35.3850	66,323	2,550.87	36.4410	70,167	2,698.74	38.5534
10	67,294	2,588.22	36.9746	69,368	2,668.00	38.1143	71,442	2,747.78	39.2540	75,592	2,907.38	41.5340
11	70,412	2,708.14	38.6877	73,006	2,807.93	40.1133	75,602	2,907.76	41.5394	80,793	3,107.41	44.3915
80 hours		2,588.22	32.3528		2,668.00	33.3500		2,747.78	34.3473		2,907.38	36.3423

SCHEDULE "B"

SALARY SCHEDULE SUPPLEMENT (continued)

Bi-Weekly and Annual Rates

Effective January 1, 2017

GROUP	Start	Bi-weekly	Hourly	Mid-Step	Bi-weekly	Hourly	Step 1	Bi-weekly	Hourly	Step 2	Bi-weekly	Hourly
1	32,844	1,263.23	18.0461	34,160	1,313.85	18.7693	35,476	1,364.46	19.4923	38,110	1,465.77	20.9395
2	34,244	1,317.09	18.8156	35,574	1,368.23	19.5462	36,904	1,419.38	20.2769	39,562	1,521.60	21.7372
3	36,321	1,396.96	19.9566	37,692	1,449.69	20.7098	39,062	1,502.38	21.4626	41,802	1,607.77	22.9682
4	38,185	1,468.67	20.9810	39,580	1,522.32	21.7474	40,974	1,575.92	22.5132	43,763	1,683.20	24.0457
5	44,157	1,698.35	24.2621	45,405	1,746.35	24.9479	46,653	1,794.35	25.6335	49,149	1,890.36	27.0052
6	47,757	1,836.81	26.2401	49,079	1,887.64	26.9663	50,400	1,938.48	27.6926	53,045	2,040.19	29.1456
7	52,355	2,013.66	28.7666	53,806	2,069.48	29.5640	55,259	2,125.33	30.3618	58,160	2,236.93	31.9562
8	57,608	2,215.71	31.6530	59,379	2,283.81	32.6259	61,150	2,351.93	33.5990	64,690	2,488.09	35.5442
9	63,260	2,433.07	34.7581	65,206	2,507.91	35.8273	67,152	2,582.76	36.8965	71,044	2,732.47	39.0353
10	68,135	2,620.58	37.4368	70,235	2,701.35	38.5907	72,335	2,782.13	39.7447	76,537	2,943.72	42.0532
11	71,292	2,741.99	39.1713	73,919	2,843.03	40.6147	76,547	2,944.10	42.0586	81,803	3,146.25	44.9464
80 hours		2,620.58	32.7573		2,701.35	33.7669		2,782.13	34.7766		2,943.72	36.7965

SCHEDULE "B"

SALARY SCHEDULE SUPPLEMENT (continued)

Bi-Weekly and Annual Rates

Effective January 1, 2018

GROUP	Start	Bi-weekly	Hourly	Mid-Step	Bi-weekly	Hourly	Step 1	Bi-weekly	Hourly	Step 2	Bi-weekly	Hourly
1	33,255	1,279.02	18.2717	34,587	1,330.27	19.0039	35,920	1,381.52	19.7360	38,586	1,484.08	21.2012
2	34,673	1,333.56	19.0508	36,019	1,385.34	19.7905	37,365	1,437.13	20.5304	40,056	1,540.62	22.0089
3	36,775	1,414.43	20.2061	38,163	1,467.81	20.9687	39,550	1,521.16	21.7309	42,325	1,627.87	23.2553
4	38,663	1,487.03	21.2433	40,075	1,541.34	22.0192	41,486	1,595.62	22.7946	44,310	1,704.24	24.3463
5	44,709	1,719.58	24.5654	45,973	1,768.18	25.2597	47,236	1,816.77	25.9539	49,764	1,914.00	27.3428
6	48,354	1,859.77	26.5681	49,692	1,911.24	27.3034	51,031	1,962.72	28.0388	53,708	2,065.69	29.5099
7	53,010	2,038.83	29.1262	54,479	2,095.35	29.9336	55,949	2,151.89	30.7413	58,887	2,264.90	32.3557
8	58,329	2,243.41	32.0487	60,121	2,312.36	33.0337	61,915	2,381.33	34.0190	65,499	2,519.20	35.9885
9	64,050	2,463.48	35.1926	66,021	2,539.26	36.2751	67,991	2,615.04	37.3577	71,932	2,766.62	39.5232
10	68,987	2,653.34	37.9048	71,113	2,735.12	39.0731	73,240	2,816.91	40.2415	77,494	2,980.52	42.5789
11	72,183	2,776.26	39.6609	74,843	2,878.57	41.1224	77,503	2,980.90	42.5843	82,825	3,185.57	45.5082
80 hours		2,653.34	33.1668		2,735.12	34.1890		2,816.91	35.2114		2,980.52	37.2565

NOTE:

Progression shall occur on the anniversary of the employee's appointment to the position, for appointments subsequent to June 1st, 1976, unless an employee has been absent for six (6) or more consecutive months, and

- (a) shall be automatic to Step 2, and
- (b) on successful completion of the probationary period for a new employee, or on the successful completion of the trial period in the case of promotion, the employee shall be advanced to a rate mid-way between the "start" rate and the rate of Step 1, where applicable.

Temporary employees shall progress within their range up to the level of Step 1 on the basis of their accumulated service in their position or appropriately related work, provided that the interval between periods of employment is not more than six (6) months.

SCHEDULE "C"

HOURS OF WORK

- | | | |
|-----|--|--|
| 1. | Standard Hours of: | 8:30 a.m. to 4:30 p.m. |
| 2. | Building Inspector II (inside) and
Plumbing Inspectors; Road Services
Technician, By-law Enforcement Officer | Standard hours, with occasional after hours
routine inspections, investigations and
services |
| 3. | Parking Meter Attendants | Standard hours |
| 4. | Meter Readers | Standard hours
11:30 a.m. – 7:30 p.m.
Monday – Friday (April / September) |
| 5. | Stores | |
| | (a) Works | (a) 7:00 a.m. to 11:30 a.m. &
12:30 p.m. to 3:00 p.m. OR

(b) 7:00 a.m. to 12:00 noon &
1:00 p.m. to 3:00 p.m.

(c) 8:00 a.m. to 1:00 p.m. &
1:30 p.m. to 3:30 p.m. |
| | (b) Recreation & Community Services | Summer - 7:00 a.m. – 3:00 p.m.
Winter – 7:30 a.m. – 3:30 p.m. |
| 6. | Courier - Clerk | 8:00 a.m. to 12:00 noon &
12:30 p.m. to 3:30 p.m. |
| 7. | Construction Inspectors | 40 hours per week, starting and quitting times
in accordance with contractors' schedules |
| 8. | Survey party personnel | 7:30 a.m. to 3:00 p.m. with a one-half hour
lunch break (Monday to Friday) |
| 9. | Works Department Offices | 35 hours per week
Monday through Friday |
| 10. | Municipal Surveys:
Technician Operator II
G.I. Services | 7:00 a.m. to 3:00 p.m.
(Monday to Friday) |
| | Project Technologist | 7:00 a.m. to 3:00 p.m. (Monday to Friday) |
| 11. | Building Inspector II (outside) | 7:30 a.m. to 3:30 p.m. (Monday to Friday) |
| 12. | Customer Service Representatives | Day shift 8:30 a.m. to 4:40 p.m.
Afternoon Shift 10:30 a.m. to 6:30 p.m.
Night Shift 12:30 p.m. to 8:30 p.m. |

SCHEDULE "D"

POSITIONS ELIGIBLE

FOR

MINIMUM MILEAGE ALLOWANCE

(Subject to the conditions of Section 25.02)

Building Inspector II

Building Plans Examiner

By-Law Enforcement Officer

Construction Inspector

HVAC Inspectors

Plumbing Inspector

Road Services Technician

And such other positions as the conditions of Section 25.02 may apply to from time to time

C.U.P.E. LOCAL 157

SICK LEAVE PLAN

REGULATIONS

- | | |
|-------------------------|---|
| Reporting | 1. On the first day of illness, an employee shall report, or cause to be reported, such illness to their Department Head or delegated supervisor. |
| | 2. An employee who fails to report on the first day of absence shall be considered absent without leave, and may have their name removed from the payroll on instructions from their Department Head. |
| Recording | 3. The Department Head shall have the absence recorded on the departmental attendance record. Each employee may request, at any reasonable time, the opportunity to review their record. |
| Medical
Certificates | 4. The Department Head shall require the employee to provide such Medical Certificates as they may deem necessary, which generally shall be, <ul style="list-style-type: none">(a) for all illnesses which extend to the third working day, and(b) when twenty-eight (28) days have elapsed since the commencement of the illness, or the date of the last Medical Certificate, and the illness continues.(c) whenever the Corporation requires an employee to produce a medical certificate, the Corporation will reimburse the employee any reasonable costs for such a certificate provided a receipt from the physician accompanies such certificate. |

2015

1.	New Years Day	January 1
2.	Family Day	February 16
3.	Good Friday	April 3
4.	Victoria Day	May 18
5.	Canada Day	July 1
6.	Civic Holiday	August 3
7.	Labour Day	September 7
8.	Thanksgiving Day	October 12
9.	Christmas Day	December 25
10.	Boxing Day	December 28
11.	Floater Day (Remembrance Day)	TBD
12.	Floater Day (Easter Monday)	TBD
13.	Floater Day (Christmas Holiday)	TBD
14.	Floater Day (Heritage Day)	TBD

2016

1.	New Years Day	January 1
2.	Family Day	February 15
3.	Good Friday	March 25
4.	Victoria Day	May 23
5.	Canada Day	July 1
6.	Civic Holiday	August 1
7.	Labour Day	September 5
8.	Thanksgiving Day	October 10
9.	Christmas Day	December 26
10.	Boxing Day	December 27
11.	Floater Day (Remembrance Day)	TBD
12.	Floater Day (Easter Monday)	TBD
13.	Floater Day (Christmas Holiday)	TBD
14.	Floater Day (Heritage Day)	TBD

2017

1.	New Years Day	January 2
2.	Family Day	February 20
3.	Good Friday	April 14
4.	Victoria Day	May 22
5.	Canada Day	July 3
6.	Civic Holiday	August 7
7.	Labour Day	September 4
8.	Thanksgiving Day	October 9
9.	Christmas Day	December 25
10.	Boxing Day	December 26
11.	Floater Day (Remembrance Day)	TBD
12.	Floater Day (Easter Monday)	TBD
13.	Floater Day (Christmas Holiday)	TBD
14.	Floater Day (Heritage Day)	TBD

2018

1.	New Years Day	January 1
2.	Family Day	February 19
3.	Good Friday	March 30
4.	Victoria Day	May 21
5.	Canada Day	July 2
6.	Civic Holiday	August 6
7.	Labour Day	September 3
8.	Thanksgiving Day	October 8
9.	Christmas Day	December 25
10.	Boxing Day	December 26
11.	Floater Day (Remembrance Day)	TBD
12.	Floater Day (Easter Monday)	TBD
13.	Floater Day (Christmas Holiday)	TBD
14.	Floater Day (Heritage Day)	TBD